

***MEMORANDUM***

TO: City Council  
FROM: Community Development Staff  
DATE: March 24, 2015  
RE: High Alpine Brewing Company License Agreement Application

Head Pin Holdings, LLC dba High Alpine Brewing Company (owned by Bryan Wickenhauser, Jon Brown and Scott Cline), has submitted an application for a license agreement at 111 North Main Street. The request is to construct a deck and shed roof within the Main Street right-of-way. Enclosed with your packet are elevations and sections depicting the proposed structures, along with a letter describing the project.

The deck and shed roof (4') is proposed along the entire property face (26 feet). The deck extends 12 feet from the building face into the Main Street right-of-way and is 9 feet above the existing sidewalk. Please see the elevation and sections provided with this memo for a visual explanation.

There is concern regarding the public use of this deck in relation to objects falling from the deck. Staff recommends that glassware and any other breakable items be prohibited on the deck.

Staff supports the proposal because the design breaks up the building mass and provides an outdoor restaurant experience that would add to and create a more vibrant public space. This license agreement is tentatively scheduled on the April 14<sup>th</sup> agenda should you choose to take action on this request.



March 10, 2015

City of Gunnison Community Development Department &  
City of Gunnison City Council  
201 West Virginia Avenue  
Gunnison, Colorado 81230

RE: License Agreement Request

High Alpine Brewing Company is seeking permission and design approval to enter a license agreement with the City of Gunnison to allow the Brewing Company to build an exterior balcony within the City of Gunnison's Right of Way.

Head Pin Holdings, LLC owns the building located at 111 North Main Street in the City of Gunnison. High Alpine Brewing Company leases the building from Head Pin Holdings, LLC. Both High Alpine Brewing Company & Head Pin Holdings, LLC are owned by the same three owners (Jon Brown, Scott Cline, Bryan Wickenhauser). They are requesting approval of an exterior balcony to be added to their building. Please see attached drawings for the proposed design and construction.

High Alpine Brewing Company will be a locally run and family oriented restaurant and brewing company. It has no intentions of solely being a bar.

High Alpine Brewing Company's goal by having an outside balcony is to provide access to our wonderful outdoor climate that we all love and enjoy for both locals and visitors. The visual addition of an outdoor experience will also add to the City of Gunnison's downtown/Main Street positive energy and appeal.

Out of personal responsibility, High Alpine Brewing Company will not be serving any "glassware" on the balcony and will also have an approximate 4" tall lip built into the top rail of the balcony's perimeter rail system which will be approximately 6" above standard rail height, 42" instead of 36".

Thank you for your time and consideration.

Sincerely,

High Alpine Brewing Company/  
Head Pin Holdings, LLC

Jennifer M. Barvitski, Architect

Bryan Wickenhauser  
Jon Brown  
Scott Cline

Jennifer Barvitski

SHED ROOF TO PROTECT  
DOOR & WINDOWS:  
PROJECTS +/- 3'-4'  
FROM BUILDING:  
RUSTED, CORRUGATED  
METAL

42" HIGH RAIL:  
WOOD 6"x6" POSTS  
W/ WOOD CROSS MEMBERS &  
3"x3" HOG WIRE (SQUARE)

SOLID SURFACE DECK:  
WOOD OR CONCRETE  
(SO NOTHING  
CAN FALL THROUGH)



1

## FRONT/EAST ELEVATION SKETCH

SCALE: 1/4" = 1'-0"

## NOTES

- EXTERIOR MATERIALS: BARNWOOD SIDING: VERTICAL SIDING (T&G) OR W/ TAR PAPER BEHIND.

Jennifer M. Barvitski,  
Architect, LLC

architecture ♦ planning

po box 23  
gunnison, co 81230  
phone (970) 641-6297

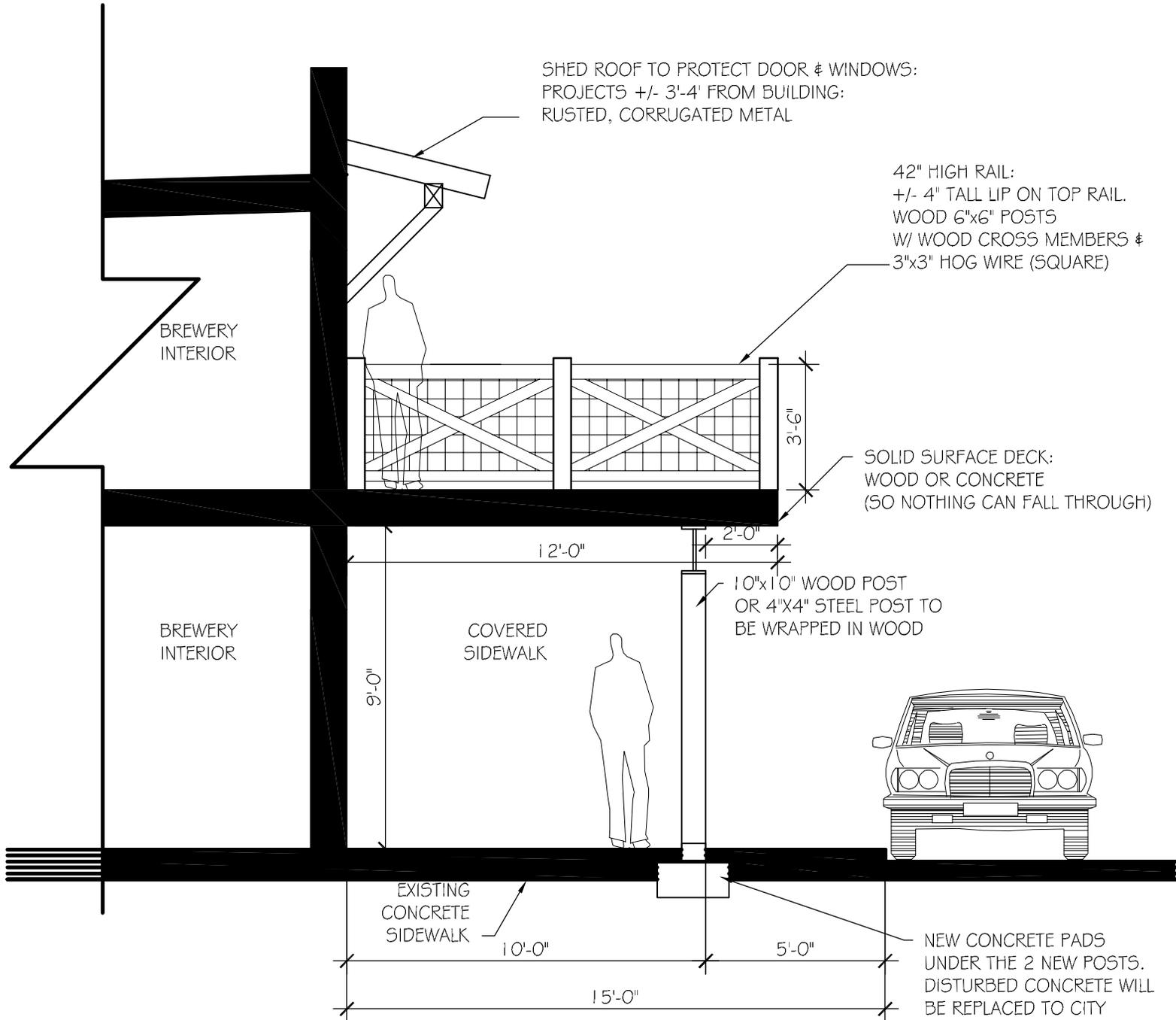
JMB

HIGH ALPINE BREWING CO

111 NORTH MAIN

GUNNISON, COLORADO  
FRONT/EAST ELEVATION

DRAWN	JMB
CHECKED	.
DATE	03/02/2015
FILE	.
JOB NO.	0904
SHEET	A-1
# OF SHEETS	



SHED ROOF TO PROTECT DOOR & WINDOWS:  
PROJECTS +/- 3'-4" FROM BUILDING:  
RUSTED, CORRUGATED METAL

42" HIGH RAIL:  
+/- 4" TALL LIP ON TOP RAIL.  
WOOD 6"x6" POSTS  
W/ WOOD CROSS MEMBERS &  
3"x3" HOG WIRE (SQUARE)

SOLID SURFACE DECK:  
WOOD OR CONCRETE  
(SO NOTHING CAN FALL THROUGH)

10"x10" WOOD POST  
OR 4"x4" STEEL POST TO  
BE WRAPPED IN WOOD

NEW CONCRETE PADS  
UNDER THE 2 NEW POSTS.  
DISTURBED CONCRETE WILL  
BE REPLACED TO CITY  
STANDARDS BY HIGH  
ALPINE BREWING CO.

Jennifer M. Barvitski,  
Architect, LLC  
architecture ♦ planning

po box 23  
gunnison, co 81230  
phone (970) 641-6297



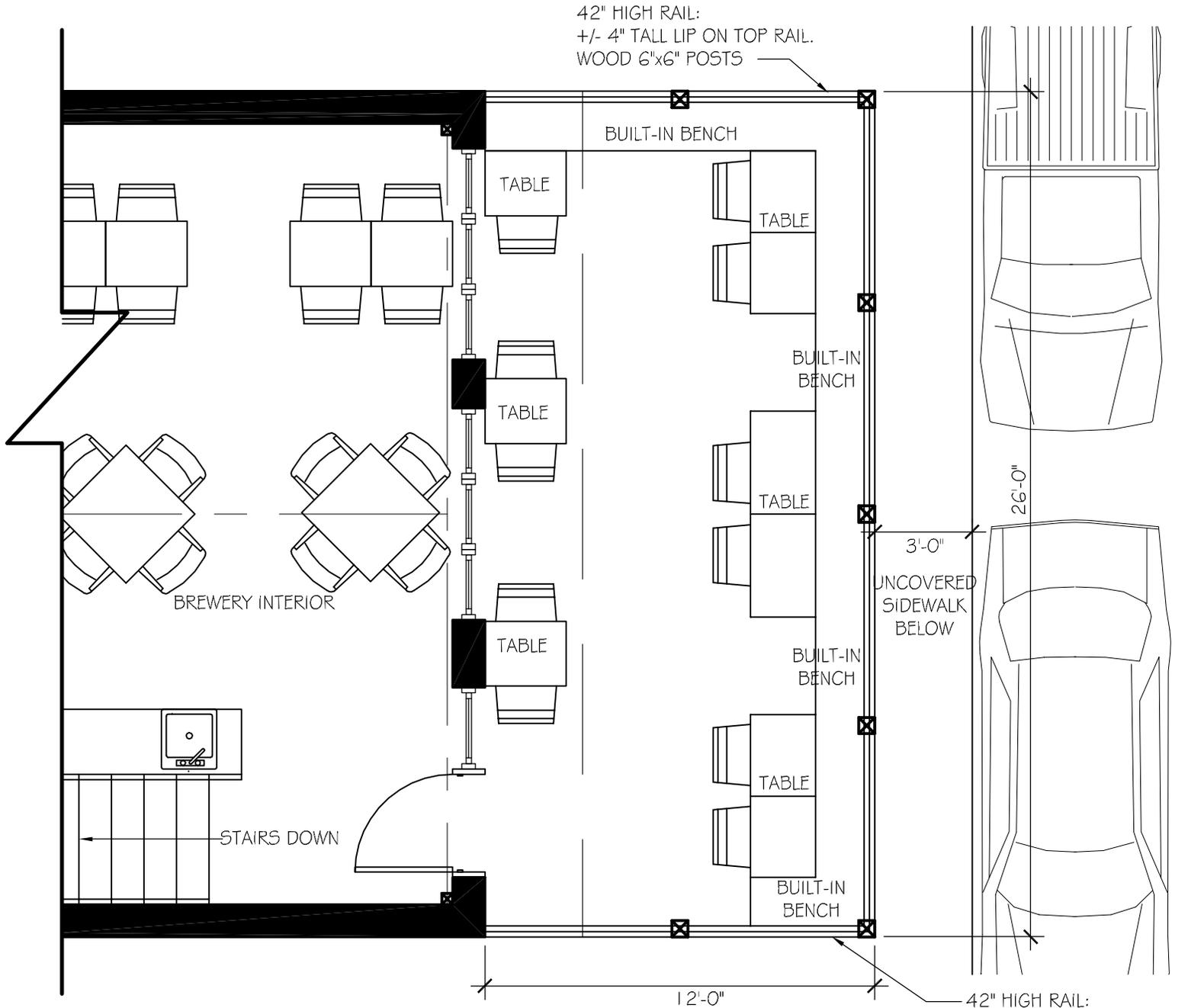
HIGH ALPINE BREWING CO  
111 NORTH MAIN  
GUNNISON, COLORADO  
BUILDING & BALCONY SECTION

DRAWN	JMB
CHECKED	-
DATE	03/02/2015
FILE	-
JOB NO.	0904
SHEET	A-1,2
# OF SHEETS	

1

SECTION

SCALE: 1/4" = 1'-0"



42" HIGH RAIL:  
 +/- 4" TALL LIP ON TOP RAIL.  
 WOOD 6"x6" POSTS

42" HIGH RAIL:  
 +/- 4" TALL LIP ON TOP RAIL.  
 WOOD 6"x6" POSTS

**1** **BALCONY PLAN** 

NOT TO SCALE

**NOTES**

1. TABLE & CHAIR LAYOUT IS APPROXIMATE.

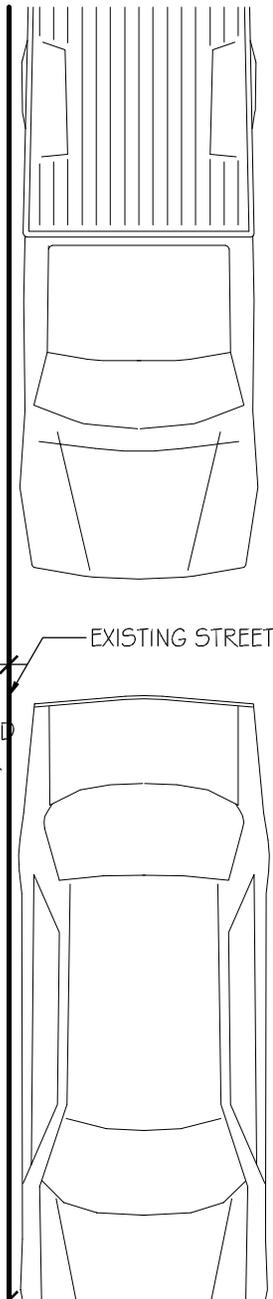
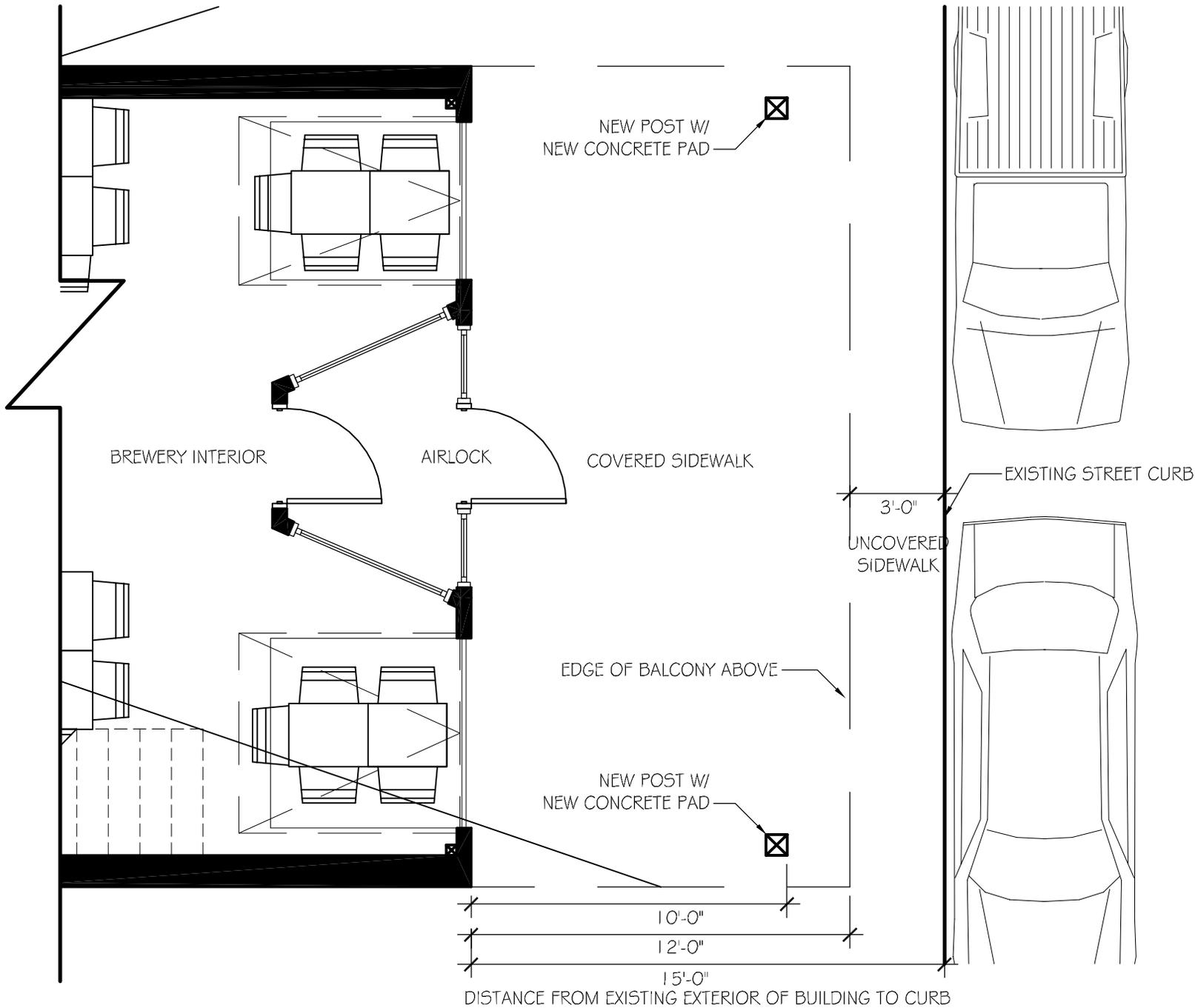
Jennifer M. Barvitski,  
 Architect, LLC  
 architecture ♦ planning

po box 23  
 gunnison, co 81230  
 phone (970) 641-6297



**HIGH ALPINE BREWING CO**  
 111 NORTH MAIN  
 GUNNISON, COLORADO  
 BALCONY PLAN

DRAWN	JM3
CHECKED	-
DATE	03/10/2015
FILE	
JOB NO.	0904
SHEET	A=2
# OF SHEETS	



Jennifer M. Barvitski,  
Architect, LLC  
architecture ♦ planning

po box 23  
gunnison, co 81230  
phone (970) 641-6297

HIGH ALPINE BREWING CO  
111 NORTH MAIN  
GUNNISON, COLORADO  
PLAN

DRAWN	JM3
CHECKED	-
DATE	03/10/2015
FILE	
JOB NO.	0904
SHEET	A-2
# OF SHEETS	

1 PLAN

NOT TO SCALE

NORTH

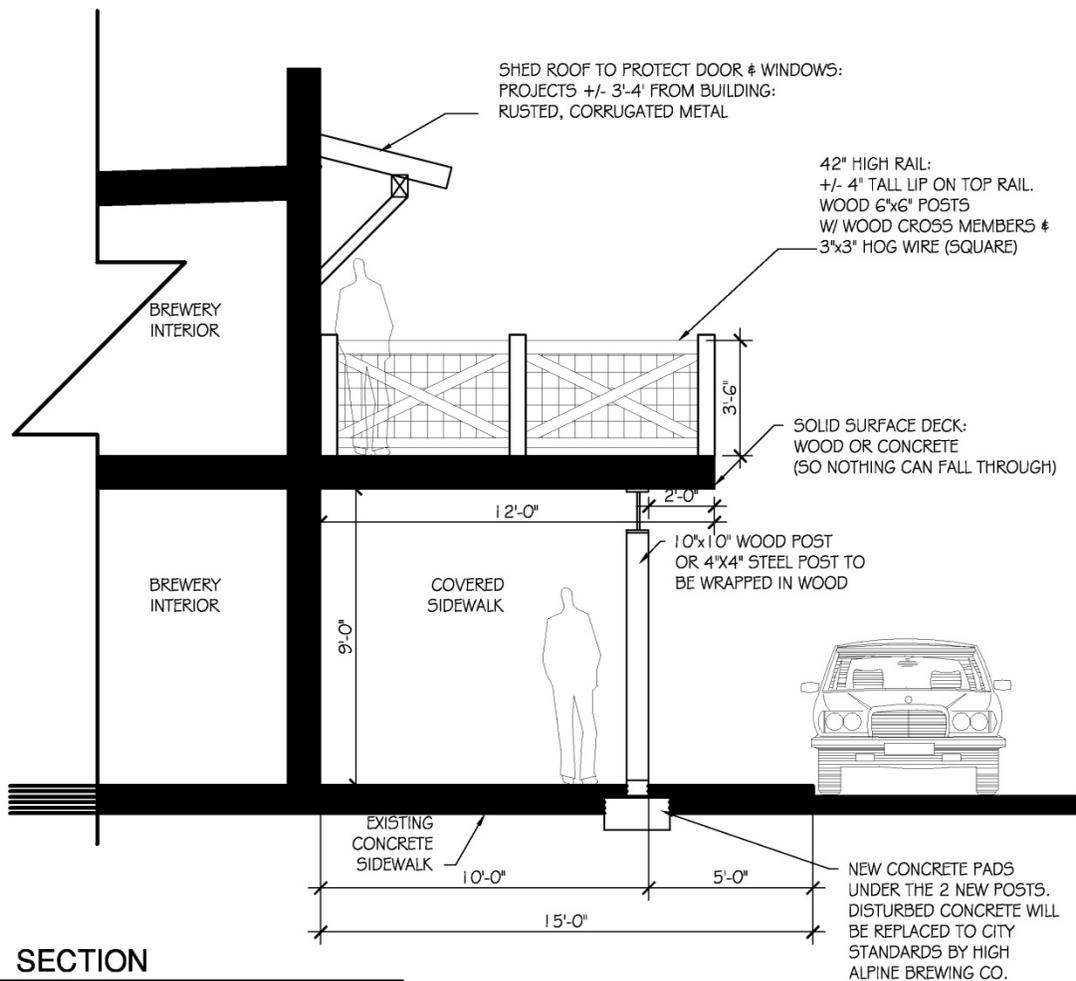
## LICENSE AGREEMENT

**THIS AGREEMENT**, executed in duplicate by and between The City of Gunnison, Colorado, a municipal corporation, hereinafter referred to as Licensor (“**LICENSOR**”), AND Head Pin Holdings, LLC dba High Alpine Brewing Company hereinafter referred to as Licensee (“**LICENSEE**”).

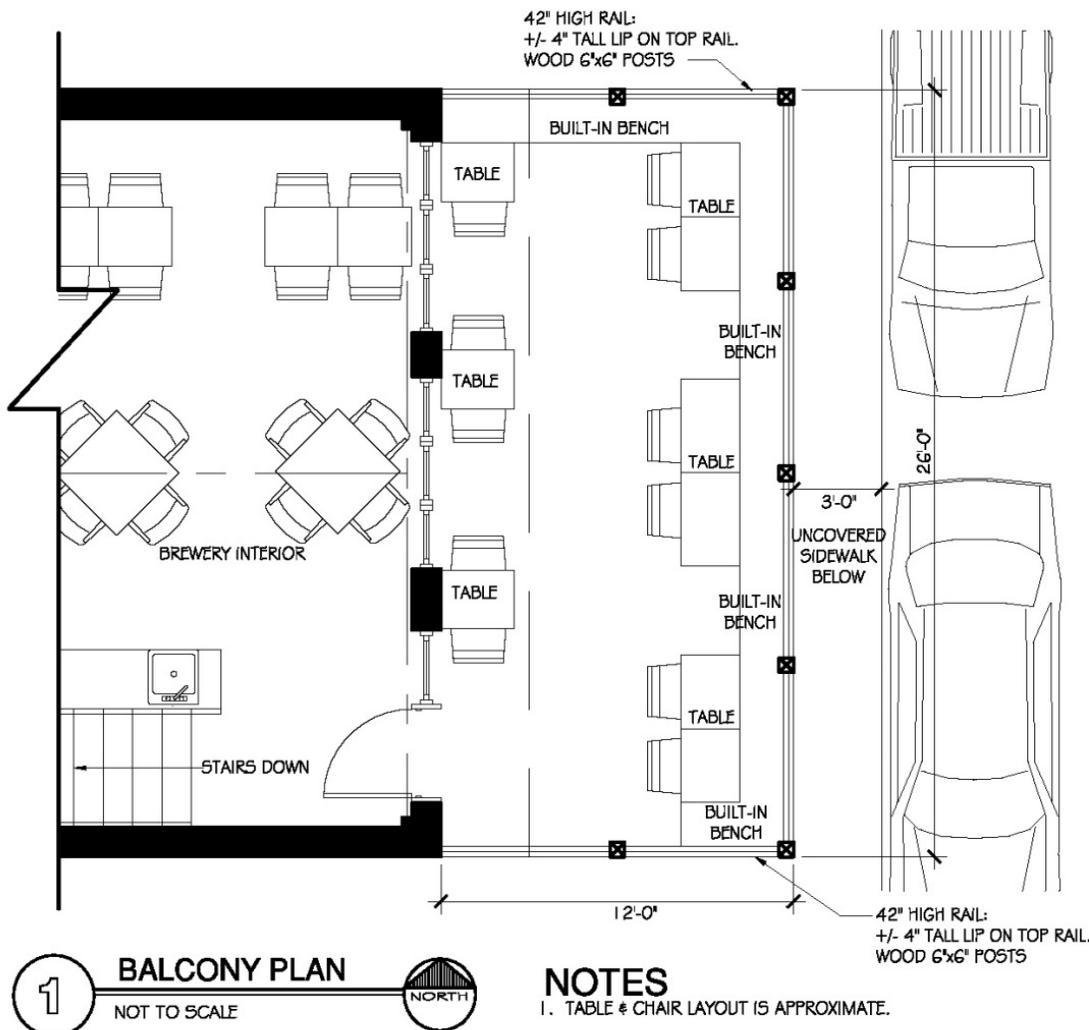
**WITNESSETH**, that, for and in consideration of **LICENSEE’S** promise to hold **LICENSOR** harmless as against claims of the public, evidence of which is incorporated hereto, and in consideration of other mutual promises recited herein, **LICENSOR** and **LICENSEE** hereby agree as follows:

1. **Temporary Nature.** Both parties hereto agree that anything licensed hereunder is by definition deemed to be temporary in nature. The **LICENSEE** further agrees that in the event **LICENSOR** demands removal of the subject of this License from public property, not to protest such decision in any manner.
2. **License to Use Public Property.** **LICENSEE** shall be, and hereby is, given a certain license to use certain public property, all of which such property is described in Exhibit “A” attached and incorporated hereto by this reference. Said Exhibit is initialed by the parties and bears even date herewith, upon the terms, conditions and limitations set forth in Exhibit “A”, for the following purposes, to wit:

*Construct and maintain a deck structure above the first floor which extends into the ROW a total of 12 feet from the existing building face and is 26 feet wide and 9 feet above the sidewalk; the second floor of the south building detail will also have a shed roof cover extending up to 4 feet from the building face into the Main Street ROW.*



**1** SECTION  
SCALE: 1/4" = 1'-0"



Jennifer M. Barvitski,  
Architect, LLC  
architecture ♦ planning  
po box 23  
gunnison, co 81230  
phone (970) 641-6297

HIGH ALPINE BREWING CO  
111 NORTH MAIN  
GUNNISON, COLORADO  
BALCONY PLAN

DRAWN	JMB
CHECKED	-
DATE	09/10/15
FILE	
JOB NO.	0904
SHEET	A-2
# OF SHEETS	

3. **Repair and Maintenance.** In the event that **LICENSEE** hereby shall have been given permission to situate improvements on or affix them to the aforesaid real property, **LICENSEE** shall keep said improvements in good repair, and shall maintain them with such reasonable regularity and by such reasonable means and in such reasonable manner as to prevent them from being or becoming unsightly or otherwise detractive in general appearance of adjacent property or of all property within the City, generally.
  
4. **Indemnity, Insurance.** By execution hereof, the **LICENSEE**, for itself and its heirs, successors, representatives, and assigns, hereby agrees to indemnify and save harmless the **CITY**, and its officers, agents, and employees, against any and all claims for personal injury or property damage, including reasonable attorney's fees arising out of or connected in any way with the **LICENSEE'S** use of the **CITY'S** property to this license.

**LICENSEE** hereby gives to the **CITY** its assurance and promise to hold **CITY** harmless from any and all liability arising from harm to the public, whether in the form of property damage or bodily injury resulting from the erection and placement of the aforesaid improvements upon public property, or the use of the public property by **LICENSEE**. The **LICENSEE** also shall carry liability insurance to protect the public from injuries sustained by reason of the erection of and placement of the aforesaid improvements or use of the public property, and the coverage limits thereof shall be at least \$150,000.00 for property damage or bodily injury, including death, per person, and \$600,000.00 for property damage or bodily injury, per occurrence. The **CITY** shall be named as an additional insured on said policy of insurance and be provided with a certificate evidencing compliance with this requirement. Upon

written notice by the **CITY** to the **LICENSEE** of a change in the limits of governmental liability pursuant to the "Colorado Governmental Immunity Act" (C.R.S. 24-10-101, et. seq.) or any other similar or successor legislation, **LICENSEE** shall, within twenty days of such notice, obtain and provide proof of insurance complying with the change in liability limits. The **LICENSEE** also shall provide such certificates annually or otherwise, as the case may be, for any and all renewals or extensions of the terms of such coverage.

5. **Forfeiture, Removal.** If and whenever the **LICENSEE** shall have refused or otherwise failed to hold **LICENSOR** harmless and carry insurance as provided hereinabove, or whenever the City Council shall have determined that said public property or any portion thereof is needed by **LICENSOR** for other purposes, then, in that event, the privileges granted hereby to the **LICENSEE** automatically shall terminate. In that event, the **LICENSEE** upon written demand by **LICENSOR**, shall cause said improvements to be removed from public property at its own expense within a reasonable time period indicated in the notice. If **LICENSEE** shall have refused or otherwise failed to cause said improvements to be removed within a reasonable time after receipt of written demand therefore by **LICENSOR**, then in that event, **LICENSOR** shall have the right to remove the improvements or cause them to be removed, and **LICENSEE** shall be liable to **LICENSOR** for its costs therein.
6. **Privileges Personal to License.** This License is personal to the **LICENSEE**, and the privileges herein granted shall not inure to or for the benefit of the **LICENSEE's** successors or assigns.
7. **Snow Removal.** The use of licensed area shall not interfere with snow removal operations by **LICENSOR** on the City streets. **LICENSEE** shall be responsible for removing all snow from the licensed area in such fashion and manner as not to interfere with City traffic or to violate any City ordinance then in effect.
8. **Entirety of Agreement, Modifications.** The making, execution and delivery of this agreement by the **LICENSEE** has been induced by no representations, statements, warranties, or agreements other than those herein expressed. This agreement embodies the entire understanding of the parties and there are no further or other agreements or understanding, written or oral, in effect between the parties, relating to the subject matter thereof.

This instrument may be amended or modified only by an instrument of equal formality signed by the respective parties.



**EXHIBIT "A"**

To that certain License Agreement

Between

The City of Gunnison, Colorado, LICENSOR,

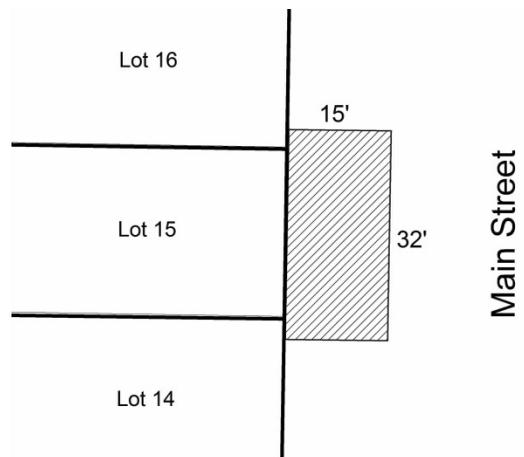
And

High Alpine Brewing Company, LICENSEE,

Which License Agreement is dated: April \_\_\_\_, 2015

**THE REAL PROPERTY** which the Licensee is permitted by the aforesaid License Agreement to use is described more particularly as follows:

*A portion of the Main Street right-of-way adjacent to the east line of Lots 14-16, Block 21, Original Gunnison, beginning at a point 3 feet south of the southeast corner of lot 15, along said east line, thence east 15 feet, thence north 32 feet, thence west 15 feet, thence south 32 feet along said east line to the point of beginning.*



**SUBJECT TO:**

1. Construction of this deck and shed roof shall be subject to issuance of a building permit.
2. The building permit application shall include detailed construction drawings and the plan must be stamped by a registered engineer licensed in the State of Colorado.
3. The deck layout shall be constructed as presented in this document (balcony layout) with bench seating and railing design that does not accommodate the placement of drinks or other items that may fall onto the sidewalk.
4. Glassware or other breakable items are prohibited on the deck.
5. This license agreement shall not be effective until proof of adequate insurance coverage, as required by paragraph 4 of this agreement is provided to the Community Development Director.

Initialed by LICENSOR: \_\_\_\_\_

Date: \_\_\_\_\_

Initialed by LICENSEE: \_\_\_\_\_

Date: \_\_\_\_\_