

--MEMORANDUM--

TO: City Council

FROM: Gregory E. Buckley
City Manager



DATE: April 1, 2022

**SUBJECT: PROPOSED TERMS FOR COOPERATIVE AGREEMENT BETWEEN
THE CITY AND COOL CITY BREWING COMPANY**

Attached is an updated version of the proposed terms for a cooperative agreement between the City and Cool City Brewing Company (CCB). As you are aware, the intent of such an agreement is to present a “win-win” arrangement as it relates to off-street parking lots owned by the two parties. (City’s Community House lot at the SE corner of Adams and 18th and CCB’s parking lot on the west side of Adams Street, south of 18th.)

This summary of terms has been revised to reflect feedback received from the City Council at the work session on March 28. Specifically:

- Language has been added to require that servicing of a CCB dumpster to be located on City property near the City dumpster be done before 7:00 AM, as is the case with the City’s dumpster.
- Parking spaces now reserved for City vehicle parking in the City lot would be signed for “Public Parking” versus CCB customer parking, as had been requested by CCB. These spaces would, however, be posted as public parking with a two-hour limit, so they are not used for all-day parking.
- The balance of the City parking lot will be signed for Community House and Senior Center parking, weekdays 8:00 AM to 4:30 PM (hours were left blank in earlier draft).
- Commitment for City to place protective bollards around the City’s ground-mounted transformer, located adjacent to City lot) have been added.

The proposed terms do not reflect a provision for the City to bill CCB for its share of the cost of plowing the CCB-owned lot on the west side of Adams Street, which is something the Council expressed a preference for. CCB had concerns about that proposal and—honestly—it will only take 3-4 trips across the parking lot with a pickup truck and plow to keep it cleared. In the interest of compromise, I have left snowplowing a City responsibility, but added a provision that CCB will be responsible for all other maintenance on that parking lot.

The development project planned by CCB is a major investment, one that has the potential to be hugely beneficial to our downtown—including the potential for increased rentals and events at the Community House, with a large eating and drinking venue right next door. The terms presented in the attached sheets are reasonable, and represent a good faith effort by neighboring property owners to work together. If something doesn’t work out, the two parties can try to work it out, or the proposed agreement can be cancelled, with appropriate notice.

I recommend approval of the terms as stated.

Updated 04.01.2022

City Staff Recommendations Based on Meeting Between City Staff and Cool City Brewing Representatives 2/14/2022

And Review at City Council Work Session on 3/28/2022

~~For City Council at March Work Session~~

- Allow CCB to place a 6-yard dumpster near the City's current dumpster location in Community House parking lot.
- Determine frequency of pickups, based on volume, ~~frequency of pickups (Manitowoc Disposal); pickups must be before 7:00 AM, as with City's pickup~~
- City dumpster will be locked; all CCB refuse to go in CCB dumpster.
- City to relocate shed to accommodate dumpster; shed to be placed in southwest corner of the CCB-owned parking lot on Adams Street.
- CCB to allow City to park vehicles in 10 designated spaces in CCB's Adams Street lot.
- City to ~~designate as "Public Parking, Two Hour Limit" allow CCB dedicated~~ the 10 parking spaces along east wall in Community House parking lot, currently occupied by City vehicles (10 spaces).
- ~~Other~~Balance of Community House parking lot to be signed as public parking on evenings (after 4:30 PM) and on weekends
- CCB and City to cooperate in working with contractor to stripe lots (each to pay the cost for striping their own lots)
- Signage designating CCB and Public parking, Community House and Adams Street lots— signs to be fabricated and installed by City, with cost of signs and installation split 50/50 with CCB.
- City to install protective bollards to protect ground-mounted electrical transformer located near dumpsters, at City cost.
- CCB to ~~W~~work with City when Senior Center trips require long term parking)
- CCB plans to add signs to lot at NE corner of 18th/Adams lot, designating Employee only parking (City has no responsibilities relative to this lot).
- City to take care of all snow maintenance on Community House and CCB
- Adams Street lots; CCB will be responsible for all other maintenance work (such as patching, striping, etc.) on the Adams Street lot.
- Put in the form of a 5-year letter of agreement, with either party able to terminate the agreement at its sole discretion on 12 months notice.

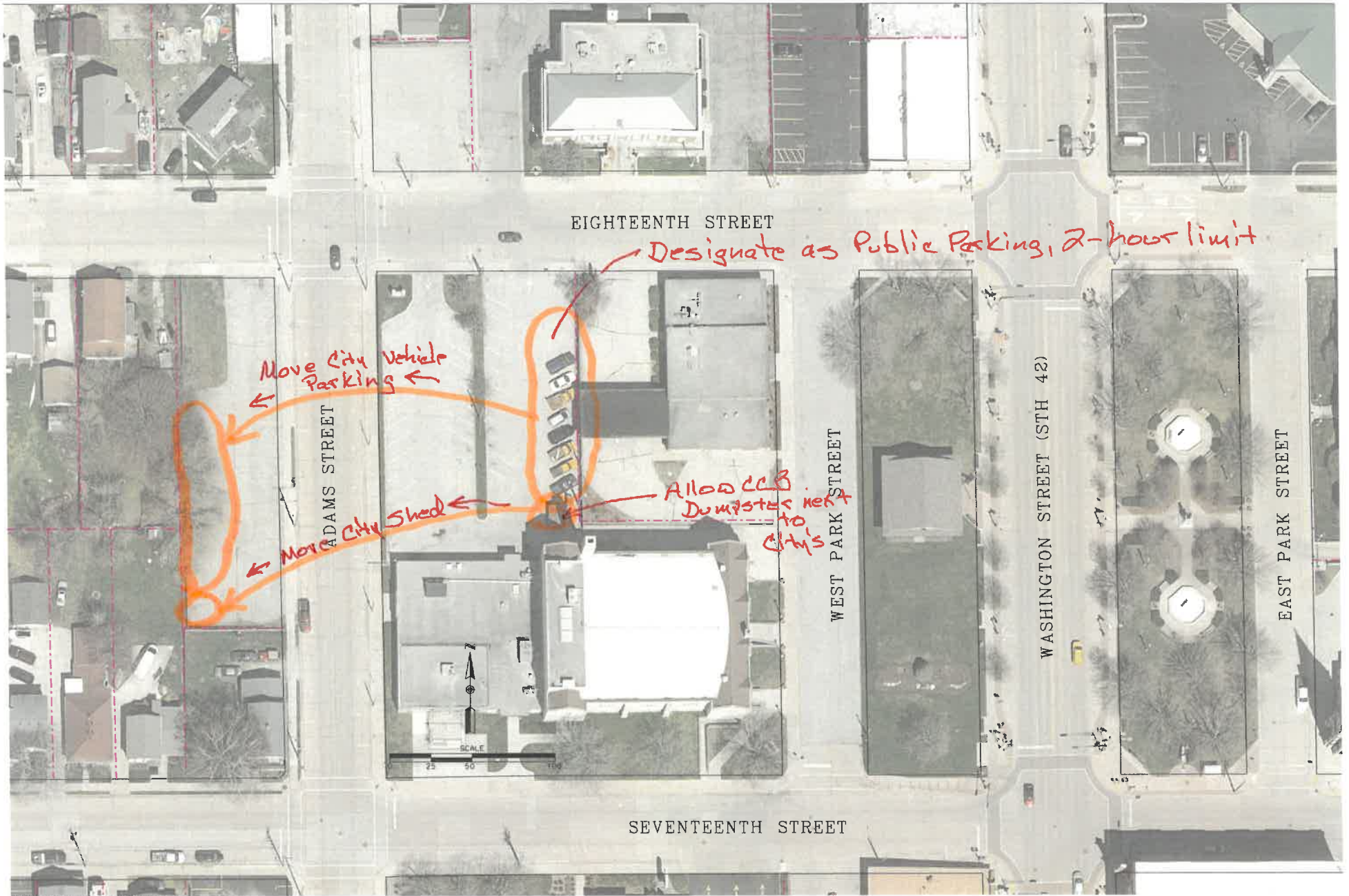
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Traffic and parking regulation matters on City streets adjacent to CCB, to be addressed separately by action of the City Council. [These Items, listed below, have been referred to the Public Works Committee meeting of April 6, 2022 for review and recommendations.](#)

- Install “No Parking / Delivery-Loading Zone” signs along 18th adjacent to CCB Kitchen entry. Dedicated times M-F TBD.
- West Park (Project 365)
 - 11 parking spots planned – 2 Handicapped, suggest two most northernmost spots.
 - 2 Hour parking -5PM signs like downtown.
 - No Parking in front of CCB.
 - Speed Limit 15 MPH



EIGHTEENTH STREET

Designate as Public Parking, 2-hour limit

Move City Vehicle Parking

Move City Shed

Allow CCB Dumpsters next to City's

ADAMS STREET

WEST PARK STREET

WASHINGTON STREET (STH 42)

EAST PARK STREET

SEVENTEENTH STREET