



# South Washington County Schools

Keith Jacobus, Ph.D., Superintendent

**District Service Center**

7362 E. Point Douglas Rd. S.

Cottage Grove, MN 55016

Phone: 651-425-6300 Fax: 651-425-6318

## ADMINISTRATIVE REPORT

TO: Members of the School Board  
Keith Jacobus, Superintendent

FROM: Bob Lawrence, Director of Community Education

DATE: June 13, 2019

TOPIC/PURPOSE OF REPORT: Approval of Resolution for Cottage Grove Community Center

REFERENCE TO POLICY/STRATEGIC PLAN Policy 901 – Community Education

RECOMMENDED BOARD ACTION: Approval

DATE FOR BOARD ACTION: June 20, 2019

## REPORT

This Memorandum of Understanding will indicate that South Washington County Schools and the City of Cottage Grove are interested in working together to identify shared opportunities, including determining educational space needs and services of the School District within the Community Center and exploring costs for that space. At this time, this document represents a framework of principles expressing the current understanding between both parties and does not constitute a legally binding agreement.

**MEMORANDUM OF UNDERSTANDING  
BY AND BETWEEN THE CITY OF COTTAGE GROVE AND ISD 833  
FOR THE COTTAGE GROVE COMMUNITY CENTER**

This Memorandum of Understanding (“MOU”) is made as of the \_\_\_ day of \_\_\_\_\_, 2019, by and between Independent School District No. 833, a Minnesota \_\_\_\_\_ (“School District”) and the City of Cottage Grove, a Minnesota municipal corporation (“City”).

**RECITALS**

**WHEREAS**, a City Council-commissioned task force recommended that a new community center (“Community Center”) may include various amenities, including a fitness center, a library, child care center, educational classrooms and office space; and

**WHEREAS**, in a fully developed community with limited resources, creative approaches to dealing with capital needs are crucial and collaborative partnerships are an essential part of future redevelopment models; and

**WHEREAS**, if voter-supported, the City will expend considerable capital costs to construct the Community Center; and

**WHEREAS**, the School District has expressed a strong interest in leasing space at the Community Center for additional educational opportunities; and

**WHEREAS**, the City and the School District now desire to memorialize its relationship in this MOU with the potential outcome of entering into a lease agreement and related instruments that guide the implementation of the goals of the City and the School District.

**NOW, THEREFORE**, in consideration of the foregoing recitals, the parties hereby intend as follows:

- A. Pre-Approval Phase. Prior to ordering the Community Center project by the City Council, the City and the School District intend to immediately commence working together to identify shared opportunities, including determining educational space needs and services of the School District within the Community Center and exploring costs for that space.
- B. Post-Approval Phase. If the City Council orders the Community Center project, the parties shall negotiate in good faith to enter into a lease agreement for the School District to use of a portion of the Community Center to meet its educational needs. To that end, the School District shall cooperate with the City on the design phase of the Community Center to accommodate its space requirements. Such preliminary space needs and cost estimates are attached hereto as Exhibit A.

- C. If approved by the City and the School District, the parties intend to enter into a binding long-term lease agreement that will establish the rights, responsibilities and obligations of the parties with respect to the School District's use of the Community Center.
- D. Nonbinding, No Financial Commitment. At this time, this document represents a framework of principles expressing the current understanding between both parties and does not constitute a legally binding agreement. Each party shall be responsible for paying its share of the costs in evaluating, pre-designing and planning its needs in the Community Center and there is no financial commitment by either party.
- E. If either or both parties do not approve the Community Center project or agree to enter into a lease agreement together, this agreement will terminate automatically.
- F. Government Data. This MOU shall be interpreted to be consistent with the requirements of the Minnesota Government Data Practices Act, M.S. Chapter 13.

**[Remainder of page intentionally blank]**

**IN WITNESS WHEREOF**, the authorized representative of the parties have entered into this Memorandum of Understanding in duplicate as of the date stated above.

**CITY OF COTTAGE GROVE, MINNESOTA**

By: \_\_\_\_\_  
Mayor Myron Bailey

By: \_\_\_\_\_  
City Clerk Joe Fischbach

**INDEPENDENT SCHOOL DISTRICT NO. 833**

By: \_\_\_\_\_

**EXHIBIT A**



<b>ESTIMATE DATE:</b>	March 8, 2019
<b>PROJECT:</b>	<b>Cottage Grove Community Center</b>
<b>ARCHITECT:</b>	N/A
<b>DRAWING DATE:</b>	N/A

<b>DESCRIPTION</b>	<b>Program Area</b>	<b>Unit</b>	<b>Unit Cost</b>	<b>Estimate</b>
<b><i>Community Ed</i></b>				
ECFE/General Classrooms	2,400	SF	\$225	<b>\$ 540,000</b>
Mini Gym/Motor Rooms	1,200	SF	\$215	<b>\$ 258,000</b>
Restroom	160	SF	\$300	<b>\$ 48,000</b>
Offices	240	SF	\$250	<b>\$ 60,000</b>
Child Care Center	700	SF	\$225	<b>\$ 157,500</b>
Parent Rooms	360	SF	\$210	<b>\$ 75,600</b>
Escalation			3%	<b>\$ 34,173</b>
Design Contingency			5%	<b>\$ 58,664</b>
Construction Contingency			5%	<b>\$ 61,597</b>
<b><i>Construction Total</i></b>	<b>5,060</b>	<b>SF</b>	<b>\$256</b>	<b>\$ 1,293,533</b>
<b><i>Project Soft Costs (18%)</i></b>				<b>\$ 232,836</b>
<b><i>Project Budget</i></b>				<b>\$ 1,526,370</b>