



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: Michael T. Vogel, Interim Director of Facilities and Construction
Management

DATE: June 13, 2018

TOPIC/PURPOSE OF REPORT: Amendment to Land Lease Agreement for Cottage Grove Ice
Arena

RECOMMENDED BOARD ACTION: Approve

DATE FOR BOARD ACTION: June 21, 2018

REPORT

The East Ridge High School Face-Off club has proposed to donate a locker room addition to the Cottage Grove Ice Arena for the ERHS boy's hockey team. Construction of the 2,184 square foot addition requires an amendment to the existing lease agreement. The City Council is scheduled to review and approve the lease on June 20, 2018. Administration has reviewed the Amended Lease Agreement and Council Report detailing the terms and conditions of the donation (copies attached) and recommends approval.



To: Honorable Mayor and City Council
From: Zac Dockter, Parks and Recreation Director
CC: Charlene Stevens, City Administrator
Robin Roland, Finance Director
Jennifer Levitt, Community Development Director
Bob Labrosse, Chief Building Official
Date: May 31, 2018
Subject: East Ridge Face-Off Club Locker Room Donation

Introduction

The Cottage Grove Ice Arena is host to the Park Boys, Park Girls and East Ridge Boys high school hockey teams. Each of those teams currently has locker rooms of approximately 650 SF. The East Ridge Face-Off Club has been raising funds for over two years in an effort to build a larger locker room for their team.

Background

East Ridge Face-Off Club (ERFOC) has proposed to donate a locker room addition to the Cottage Grove Ice Arena in order to house their boy's hockey team. ERFOC has produced building plans (Attachment A) as well as construction estimates (Attachment B) for the 2,184 SF addition.

Included in those plans is an option for the City to add two public locker rooms. These locker rooms would help to alleviate existing locker room conflicts during larger hockey events and split-ice usage of four to six teams sharing the ice at one time. The addition would also allow an opportunity for Park Boys and Park Girls teams to expand their existing locker rooms in the future within the existing facility. If these public locker rooms are not built at this time, Park teams wishing to expand in the future would likely have to build an external structure similar to East Ridge.

Prior to accepting the donation and ordering the project, staff has submitted a proposed amendment (Attachment C) to the existing land lease with the South Washington County School District. The School Board is reviewing that amendment concurrent with the City Council on June 21st. Assuming that amendment passes, staff asks the City Council to consider accepting the amendment as well.

Total project costs for the East Ridge locker room alone are \$301,504. That figure includes a 6% contingency, 5.25% architectural fees and 5% construction management fees. The design and construction management work would be performed by RVK Architects who has successfully managed multiple projects at the Ice Arena including the Park Boys locker room expansion in 2010. Should the City choose to include the optional public locker room addition, the cost to the City would be \$100,376.

The project will not be ordered until ERFOC makes a good faith donation of \$100,000 to the City of Cottage Grove. The remainder of the donated funds would be billed as project funding requires. ERFOC's donation letter is included with this report as Attachment D.

Recommendation

1. Consider authorizing a lease amendment with South Washington County Schools to authorize expanding the Cottage Grove Ice Arena with the purpose of adding additional locker room space.
2. Consider accepting donation from the East Ridge Face-Off Club in the amount of \$301,504 to expand its locker room space at the Cottage Grove Ice Arena
3. Consider authorizing staff to proceed with the East Ridge locker room expansion project at the Cottage Grove Ice Arena for a project estimate of \$301,504.
4. Consider authorizing public locker room expansion at the Cottage Grove Ice Arena for \$100,376.
5. Consider authorizing staff to enter into agreement with RVK Architects to perform architectural and construction management services for the approved locker room expansion project.

FIRST AMENDMENT TO

LEASE

Between

INDEPENDENT SCHOOL DISTRICT NO. 833

As Lessor

and

CITY OF COTTAGE GROVE

As Lessee

Dated as of _____, 2018

This instrument drafted by:
LeVander, Gillen & Miller, P.A.
633 South Concord St. Suite 400
South St. Paul, MN 55075

FIRST AMENDMENT

WHEREAS, Lessor and Lessee entered into a Lease Agreement on May 2, 2007 (“Lease”) to lease an existing building on Parcel 1 for recreational purposes and lease Parcel 2 for the construction of a building to be used for recreational purposes; and

WHEREAS, a building was constructed on Parcel 2 and is being used for recreational purposes; and

WHEREAS, Lessee desires to lease additional real property adjacent to Parcel 2 for purposes of constructing an additional building to be used for recreational purposes.

For mutual consideration, which the parties hereby acknowledge, the parties agree as follows:

1. Section 1 of the Lease is deleted and replaced in its entirety as follows:

“1. PREMISES. Lessor, for and in consideration of the covenants and agreements hereinafter made and contained, does hereby demise and lease until Lessee that certain premises situated in the City of Cottage Grove, County of Washington, State of Minnesota, legally described in Exhibit A, attached hereto and made a part hereof by reference, as shown in Exhibit B attached hereto and made a part hereof by reference (the “Leased Premises”). The Leased Premises consists of those parcels legally described in the attached Exhibit A and shown as shown in the attached Exhibit B. Parcel 1 and Parcel 2 are improved with existing buildings owned and operated by Lessee as a recreational facility. Parcel 3 will be improved with a recreational facility to be owned and operated by Lessee, its successors or assigns.”

2. Section 2 of the Lease is deleted in its entirety.

3. Section 23 of the Lease is deleted and replaced in its entirety as follows:

“23. CONSTRUCTION OF ADDITIONAL RECREATIONAL FACILITIES; ARCHITECTURAL REVIEW. Prior to awarding any contract for the construction or expansion of any structure on the Leased Premises, Lessee must submit to Lessor for review the Lessee’s proposed plans and specifications for the improvement, including utility, drainage and grading plans. Lessor must provide its comments and recommendations to Lessee within thirty (30) days of submission. Lessor shall have the right to approve or disapprove the plans and specifications within the 30-day review period and Lessor’s approval shall not be unreasonably withheld. Lessor shall have the right to provide comments and recommendations regarding design elements of the structure to the Lessee, but the Lessee in its sole discretion will make final decisions with respect to all interior and exterior design and construction issues for the structure.”

- 4. Exhibit A of the Lease is deleted and replaced with new Exhibit A, attached hereto.
- 5. Exhibit B of the Lease is deleted and replaced with new Exhibit B, attached hereto.
- 6. Exhibits C and D of the Lease are deleted in their entirety.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Agreement to be duly executed in their names and behalves on or as of the date first above written.

CITY OF COTTAGE GROVE

By: _____
 Mayor Myron Bailey

By: _____
 City Clerk Joe Fischbach

STATE OF MINNESOTA)
) SS
 COUNTY OF WASHINGTON)

The foregoing instrument as acknowledged before me this ____ day of _____, 2018, by Myron Bailey and Joe Fischbach, Mayor and City Clerk, respectively, of the City of Cottage Grove, a Minnesota municipal corporation, on behalf of the City.

 Notary Public

EXHIBIT A

Legal Description of Leased Premises

Parcel 1:

Those Portions of the Southwest Quarter of the Southwest Quarter of Section 9 and Southeast Quarter of the Southeast Quarter of Section 8, all in Township 27 North, Range 21 West, Washington County, Minnesota, described as follows:

Commencing at the intersection of the centerline of Hynes Avenue South and 80th Street South; thence westerly along the centerline of 80th Street South a distance of 40 feet; thence northerly at a right angle a distance of 220 feet to the point of beginning; thence continuing northerly a distance of 400 feet; thence westerly at a right angle 220 feet thence southerly at a right angle 400 feet; thence easterly at a right angle a distance of 220 feet to the point of beginning.

Parcel 2:

That part of the Southeast Quarter of the Southeast Quarter of Section 8, Township 27 North, Range 21 West, Washington County, Minnesota, described as follows:

Commencing at the intersection of the centerline of Hynes Avenue South and 80th Street South; thence westerly along the centerline of 80th Street South a distance of 40 feet; thence northerly at a right angle a distance of 620 feet; thence westerly at a right angle 220 feet; thence southerly at a right angle 206 feet to the point of beginning; thence westerly at a right angle a distance of 250 feet; thence southerly at a right angle 150 feet; thence easterly at a right angle 250 feet; thence northerly at a right angle 150 feet to the point of beginning.

Parcel 3:

That part of the Southeast Quarter of the Southeast Quarter of Section 8, Township 27 North, Range 21 West, Washington County, Minnesota, described as follows:

Commencing at the intersection of the centerline of Hynes Avenue South and 80th Street South; thence westerly along the centerline of 80th Street South a distance of 40 feet; thence northerly at a right angle a distance of 620 feet; thence

westerly at a right angle 220 feet; thence southerly at a right angle 206 feet; thence westerly at a right angle a distance of 250 feet to the point of beginning; thence southerly at a right angle 150 feet; thence westerly at a right angle 20 feet; thence northerly at a right angle 150 feet; thence easterly at a right angle 20 feet to the point of beginning.

