

ADMINISTRATIVE REPORT

DATE: April 24, 2025
TOPIC: 6.16 – Memorandum of Understanding with City of Cottage Grove relating to 80th Street Turn Lane Modifications
PRESENTER: Kris Blackburn, Director Business Services
REFERENCE TO POLICY/STATUTE: Policy 701

A. PURPOSE OF REPORT

- a. The City of Cottage Grove is seeking a memorandum of understanding (MOU) relating to 80th Street turn lane modifications.
- b. The turn lane modifications include installing a right turn lane and extending an existing left run lane on 80th Street South.
- c. With this MOU, South Washington County Schools will be responsible for paying the cost of the turn lane modifications as follows: \$214,385 for the right turn lane and \$80,430 for the left turn lane for a total cost of \$294,815.
- d. The cost of the turn lane modifications will be paid for from the Building Construction Fund using construction bond proceeds as part of the Park High School project.
- e. The memorandum of understanding is attached.

B. RECOMMENDATION

- a. Administration recommends approval of the memorandum of understanding relating to the 80th Street Turn Lane between South Washington County Schools and the City of Cottage Grove.

C. CONNECTION TO STRATEGIC PRIORITY

- a. Operations, Staffing, and Finance
- b. Engagement and Partnerships



**MEMORANDUM OF UNDERSTANDING RELATING TO 80TH STREET TURN LANE
MODIFICATIONS FOR PARK HIGH SCHOOL
IN THE CITY OF COTTAGE GROVE,
WASHINGTON COUNTY, MINNESOTA**

THIS MEMORANDUM OF UNDERSTANDING (“MOU” or “Agreement”) is made, entered into and effective this ____ day of _____, 2025, by and between the City of Cottage Grove, a Minnesota municipal corporation (“City”), and Independent School District 833, a Minnesota public corporation (“School District”). Subject to the terms and conditions hereafter stated and based on the representations, warranties, covenants, agreements and recitals of the parties herein contained, the parties do hereby agree as follows:

ARTICLE 1
RECITALS

WHEREAS, School District owns that certain real property located at 8040 80th Street South and 7830 80th Street South in the City of Cottage Grove, (“School Property”) which abuts 80th Street South; and

WHEREAS, School District is making certain improvements to School Property, which were approved by the City Council on December 4, 2024, pursuant to Resolution No. 2024-177 (“Improvements”); and

WHEREAS, the Improvements include a new access from 80th Street South for which the School District will install a right turn lane and extend an existing left turn lane on 80th Street South (“Turn Lane Modifications”); and

WHEREAS, the City is making public improvements to 80th Street South in 2026 and is willing to include the design and installation of the Turn Lane Modifications as part of its public improvement construction project; and

WHEREAS, subject to the terms of this Agreement, the School District and City are agreeable to allow the City to design and install the Turn Lane Modifications as part of the City’s public improvement project with the understanding that the School District will pay the City for the costs associated with the Turn Lane Modifications.

ARTICLE 2
AGREEMENT

2.1 Design of Turn Lane Modifications. Under the terms and conditions stated herein, City will agree to design the Turn Lane Modifications on 80th Street to access the School Property as part of its 80th Street improvement construction project. The design work is anticipated

to occur in 2025 and 2026. Design of Turn Lane Modifications includes survey, design, staking, construction inspection, and contract administration costs incurred by the City's consultant.

2.2 Construction of Turn Lane Modifications. Under the terms and conditions stated herein, City will agree to construct the Turn Lane Modifications as part of its 80th Street improvement construction project, anticipated to occur in 2026. Construction of Turn Lane Modifications includes removals, utility installation, curb and gutter, paving, striping, and related costs incurred by the City's General Contractor.

2.3 Payment of Costs. The School District shall pay the cost of the Turn Lane Modifications in the amounts of \$214,385 for the right turn lane and \$80,430 for the left turn lane, this is inclusive of the design, construction, inspection and testing of the Turn Lane Modifications. The total \$294,815 shall be paid at time of any building permit issued for the principal structure of Park High School.

2.4 Remedies. If the School District fails to perform its obligations under this Agreement, then the City may avail itself of any remedy afforded by law or in equity, including the option by the City to certify to Washington County the amounts due as payable, along with the costs and expenses incurred by the City, with the real estate taxes for the School Property in the next calendar year. Such certifications may be made under Minnesota Statutes, Chapter 444 in a manner similar to certifications for unpaid utility bills. The School District waives any and all procedural and substantive objections to the imposition of such usual and customary charges on the School Property.

2.5 Indemnification. The parties shall each indemnify, defend and hold each other harmless, its council, agents, consultants, attorneys, employees and representatives harmless against and in respect of any and all claims, demands, actions, suits, proceedings, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies including interest, penalties and attorneys' fees, that either party incurs or suffers, which arise out of, result from or relate to this MOU.

2.6 Binding Agreement. The parties mutually recognize and agree that all terms and conditions of this MOU shall be binding upon the heirs, successors, administrators and assigns of the parties.

2.7 Amendment and Waiver. The parties hereto may by mutual written agreement amend this Agreement in any respect. Any party hereto may extend the time for the performance of any of the obligations of another, waive any inaccuracies in representations by another contained in this Agreement or in any document delivered pursuant hereto which inaccuracies would otherwise constitute a breach of this Agreement, waive compliance by another with any of the covenants contained in this Agreement and performance of any obligations by the other or waive the fulfillment of any condition that is precedent to the performance by the party so waiving of any of its obligations under this Agreement. Any agreement on the part of any party for any such amendment, extension or waiver must be in writing. No waiver of any of the provisions of this

**CITY:
CITY OF COTTAGE GROVE**

Myron Bailey
Its Mayor

Tamara Anderson
Its City Clerk

**LANDOWNER:
INDEPENDENT SCHOOL DISTRICT NO. 833**

By: _____
Katie Schwartz, School Board Chair

By: _____
Melinda Dols, School Board Clerk

Date: _____