

Memorandum of Understanding

Second Floor Development; Efficiency and Sustainability Improvements

The City of Stillwater (hereinafter referred to as the "City") shall support the Friends of Stillwater Community Center, Inc. (hereinafter referred to as "Friends") in the studies, planning and funding efforts related to the development of the Second Floor Areas, and Energy Efficiency and Sustainability Improvements of the Stillwater Community Center (hereinafter referred to as the "Center").

The Friends shall exercise its best efforts to engage the City as necessary to effectively and efficiently conduct its studies and planning and funding efforts.

The guiding principles for the developments and improvements are:

- Usage consistent with the mission of the Friends (see Appendix A)
- Support economic activity in downtown Stillwater
- Improve the quality of life of Stillwater residents and guests

The Second Floor Areas covered under this agreement include:

- Second floor of the West Wing of the Center (see illustration in Appendix B),
- Second floor of the North Wing of the Center (see illustration in Appendix B), and
- Second floor south of the Theater (see illustration in Appendix B)

Energy Efficiency and Sustainability improvements may include but are not limited to heating, ventilation and air conditioning system improvements, alternative energy systems, safety systems, energy efficiency improvements, accessibility improvements, aesthetic improvements and storage required for Center operations.

Funding efforts may include seeking and securing donations and developing private/public partnerships. The Friends may study loans, and commercial frameworks and models consistent with the guiding principles. The Stillwater Community Center Foundation shall support the Friends in their Funding efforts.

The Friends shall support the City in the development of grant applications consistent with the objectives of this memorandum of understanding.

The Friends may provide partial or complete funding of studies and planning efforts where external entities such as architects, engineers, economists, consultants, construction contractors, and legal counsel are required. Separate agreements may be secured between the Friends and the City on studies and work where both parties jointly fund a specific activity.

All parties acknowledge that this Memorandum of Understanding shall not obligate the City of Stillwater to expend any public funds for any study or construction project. The parties hereto also agree that no permanent alteration, improvement and/or other construction of any part of the Community Center Building shall be undertaken without prior consent of the City Council and compliance with applicable public competitive bidding laws.

Signed _____

Date _____

Norman McNickle
City Manager
City of Stillwater

Signed _____

Date _____

Nancy C. Beckstrom
President,
Friends of the Stillwater
Community Center, Inc.

Signed _____

Date _____

Larry Stein
Chairman
Stillwater Community Center
Foundation

Appendix A

Friends of the Stillwater Community Center, Inc.

Mission Statement

"To ensure the accessibility, affordability, and sustainability of the Stillwater Community Center for use by the citizens of Stillwater and surrounding area."

DRAFT

Appendix B – Stillwater Community Center - Second Floor

