

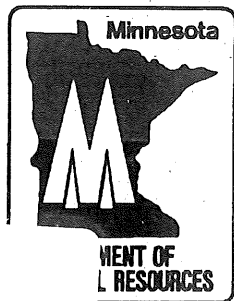
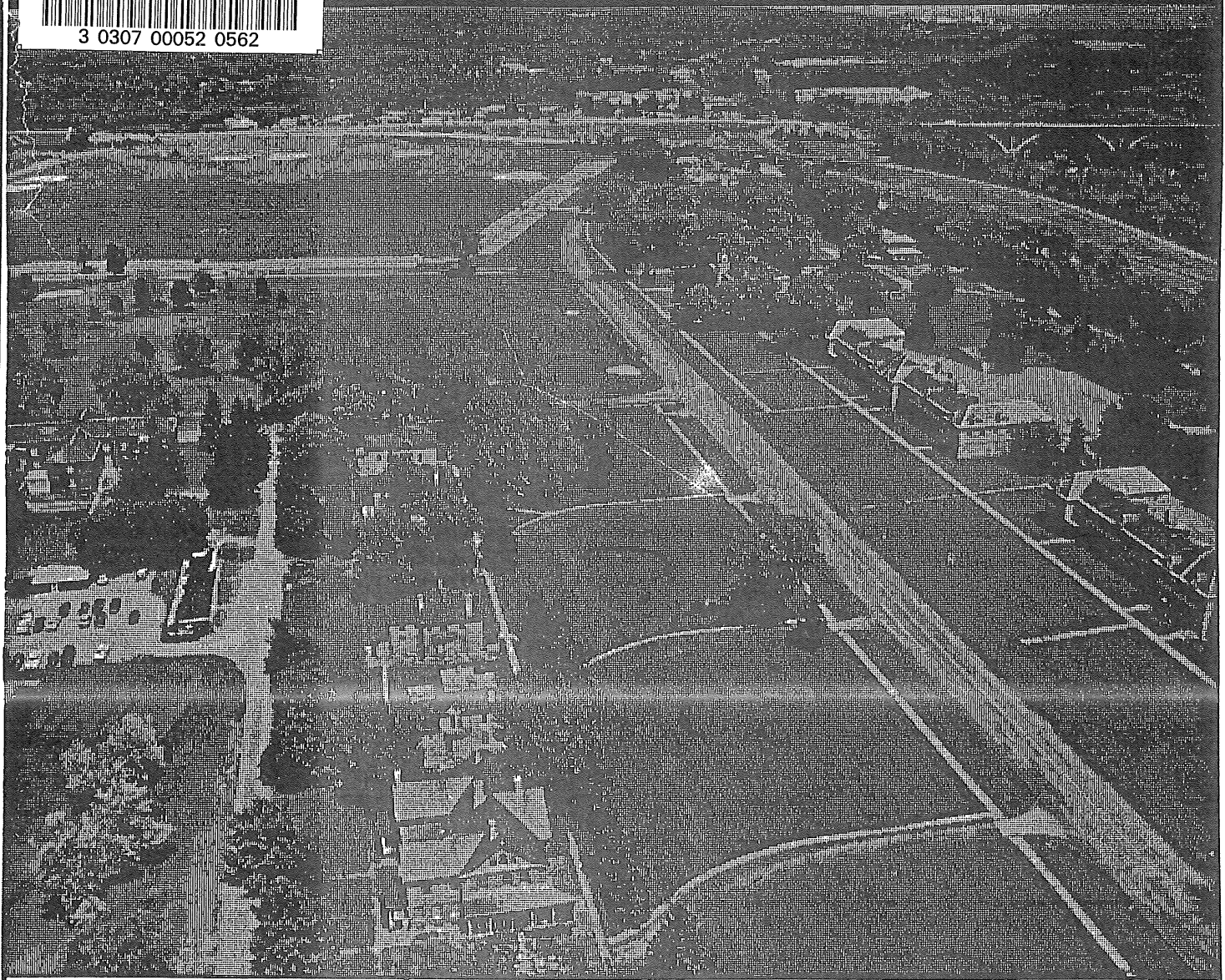
Fort Snelling State Park House, Polo Grounds and Officers' Row

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REQUEST FOR PROPOSAL MARCH, 1992

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1. Background Information

Fort Snelling State Park is located between Minneapolis and St. Paul, Minnesota at the confluence of the Minnesota and Mississippi Rivers. The military reserve area of Fort Snelling State Park consists of approximately 141 acres of land on the bluff overlooking the two rivers and is generally bounded on the north by highway 55; on the east by highway 5; on the south by the Minneapolis-St. Paul International Airport and on the west by Bloomington Road. 1/3 of the property contains buildings constructed from approximately 1870 to 1925 for military purposes associated with Fort Snelling. The remaining 2/3 of the property contains a 9-hole Golf Course, several buildings that were constructed as officer's quarters and former parade fields currently used primarily for athletic events such as rugby, softball and soccer (hereinafter referred to as the Polo Grounds). Although many of the buildings constructed during the fort's history have been removed, slightly more than 1/2 of the existing buildings are occupied by the 88th Army Reserve Unit of the United States Army. The remaining buildings have been vacant for several years.

The property was transferred to the State of Minnesota in 1971 by the United States Department of Interior's Bureau of Outdoor Recreation under authority granted through the Federal Property and Administrative Service Act of 1949 and in accordance with the rules and regulations of the Department of the Interior. The August 17, 1971 quitclaim deed (attachment 1) stipulates that the property was to be used in perpetuity for public park and recreation purposes.

The Department of Natural Resources is seeking proposals that will result in a five-year concession agreement, with possible one year renewals, for management, operation and maintenance of those portions of Fort Snelling State Park deeded on August 17, 1971, known as: Officers' Row, the Golf Course and the Polo Grounds. The concession agreement will begin with the 1993 operating season.

Concession of these properties offers a unique opportunity for the concessionaire. The State of Minnesota acknowledges the important historic and recreational value of this property and welcomes all interested parties to submit proposals for its operation and management. This Request For Proposal (RFP) is to solicit proposals on which to base such a concession agreement.

All proposals submitted in compliance with this RFP will be evaluated according to the criteria identified in this document. All proposers are advised that this request for proposal does not obligate the State to proceed with or complete the project and the State reserves the right to cancel the solicitation at anytime if it is considered to be in its best interest.

1.1 Definitions

1.1.1 Improvement: means any permanent building, structure or modification of the real estate. This includes recreational facilities, fences, tree plantings, hedges, sidewalks, roads, parking lots, electric power lines, electric power systems, air conditioning systems (but not window type air conditioning units), heating systems, gas and water lines, drainage lines and modifications in any existing buildings or structures.

1.1.2 Fixture: means articles permanently attached to the land or building to increase the value or promote use of the premises, the removal of which would cause substantial damage to the building. Walk-in freezers shall be designated as a "fixture."

1.1.3 Equipment means machinery or furniture items other than those defined above as fixtures or improvements.

1.1.4 State For purposes of this proposal, State shall refer to the State of Minnesota acting by and through its Department of Natural Resources.

2. Goals and Objectives

This Request for Proposal solicits proposals from concessionaires, either public or private with demonstrated experience in Golf Course or athletic field management to enter a five-year agreement with the State of Minnesota for management, operation and maintenance of the Fort Snelling State Park Golf Course, historic Officers' Row buildings and the Polo Grounds as described herein.

Following this solicitation, the state intends to negotiate a concession agreement based on the terms and conditions identified herein and the most responsive proposal from a responsible proposer.

3. Scope of Project

3.1 Length of Agreement The proposal agreement will be five years in length beginning with the 1993 operating season. The proposed agreement will have an option for up to three renewals with each renewal being no more than one year in length. Any renewal will be upon mutual agreement.

3.2 Limitations on Concession: The terms of any concession agreement the State negotiates as a result of this RFP are subject to all the terms, reservations, conditions and limitations imposed by the deed from the United States to the State of Minnesota, dated August 17, 1971, (Attachment 1) conveying the premises to the State.

3.3 Buildings and Grounds: The concession will include the possession and control of the land and buildings described in sections 3.4.1 to 3.4.3 of this document, and shown on the map which is Attachment 2. With respect to property described in section 3.4.4 of this document, the concessionaire shall have rights and obligations indicated in section 5.5.4 of this section.

This concession includes the land and structures north of the Mpls-St. Paul Airport, west of Taylor Avenue, south of trunk highway 55 and east of Bloomington Road, the buildings numbered 151 through 161 (hereinafter referred to as the "Officers' Row Buildings"), the buildings numbered T175, 188, 186, T178 and T182 (hereinafter referred to as the "Golf Course Buildings") and all fixtures located in these buildings.

The concessionaire may, with prior written approval of the State, modify, alter and maintain the Officers' Row Buildings; and modify, alter, maintain,

relocate and destroy the Golf Course Buildings; or add service buildings in the area.

3.4 Legal Descriptions

Although the following legal descriptions do not include the major roadways within the proposed concession area, the concessionaire will have responsibilities for roads as indicated in section 5.4 of this RFP.

3.4.1 Golf Course

That part of Section 29, Township 28 North, Range 23 West, Hennepin County, Minnesota, described as follows:

Commencing at a concrete monument with an aluminum disk marking the northwest corner of said Section 29; thence South 00 degrees 16 minutes 33 seconds East along the west line of said Section 29 a distance of 771.38 feet; thence South 60 degrees 34 minutes 28 seconds East 2326.03 feet; thence South 46 degrees 14 minutes 26 seconds East 166.37 feet; thence North 37 degrees 44 minutes 49 seconds East 229.13 feet to an iron pipe; thence South 60 degrees 34 minutes 28 seconds East 30.08 feet to the westerly right-of-way line of Bloomington Road; thence continuing South 60 degrees 34 minutes 28 seconds East 66.70 feet to the easterly right-of-way line of Bloomington Road and the point of beginning; thence northerly along the easterly right-of-way line of Bloomington Road to the southerly right-of-way line of Minnehaha Avenue; thence easterly along the southerly right-of-way line of Minnehaha Avenue to the westerly right-of-way line of Taylor Avenue; thence southerly along the westerly right-of-way line of Taylor Avenue to the northerly right-of-way line of Leavenworth Avenue; thence westerly along the northerly right-of-way line of Leavenworth Avenue to the easterly edge of the driveway to Building No. T175; thence southerly along the easterly edge of the driveway to Building No. T175 a distance of 132 feet; thence southeasterly 90 feet to a point 50 feet southerly of the southerly side of Building No. 151; thence easterly parallel with the southerly side of Building No. 151 a distance of 152 feet to the westerly edge of the alley; thence southerly along the westerly edge of the alley to a line bearing South 60 degrees 34 minutes 28 seconds East from the point of beginning; thence North 60 degrees 34 minutes 28 seconds West to the point of beginning. The premises contains 48.3 acres, more or less.

3.4.2 Officers' Row

That part of Section 29, Township 28 North, Range 23 West, Hennepin County, Minnesota, described as follows:

Commencing at a concrete monument with an aluminum disk marking the northwest corner of said Section 29; thence South 00 degrees 16 minutes 33 seconds East along the west line of said Section 29 a distance of 771.38 feet; thence South 60 degrees 34 minutes 28 seconds East 2326.03 feet; thence South 46 degrees 14

minutes 26 seconds East 166.37 feet; thence North 37 degrees 44 minutes 49 seconds East 229.13 feet to an iron pipe; thence South 60 degrees 34 minutes 28 seconds East 30.08 feet to the westerly right-of-way line of Bloomington Road; thence continuing South 60 degrees 34 minutes 28 seconds East 1400 feet to the easterly edge of the alley and the point of beginning; thence continuing South 60 degrees 34 minutes 28 seconds East 340 feet to the westerly right-of-way line of Taylor Avenue; thence northerly along the westerly right-of-way line of Taylor Avenue to the southerly right-of-way line of Leavenworth Avenue; thence westerly along the southerly right-of-way line of Leavenworth Avenue to the easterly edge of the driveway to Building No. T175; thence southerly along the easterly edge of the driveway to Building No. T175 a distance of 132 feet; thence southeasterly 90 feet to a point 50 feet southerly of the southerly side of Building No. 151; thence easterly parallel with the southerly side of Building No. 151 a distance of 170 feet to the easterly edge of the alley; thence southerly along the easterly edge of the alley to the point of beginning. The premises contains 9.3 acres, more or less.

3.4.3 Polo Grounds

That part of Sections 20 and 29, Township 28 North, Range 23 West, Hennepin County, Minnesota, lying easterly of the easterly right-of-way line of Bloomington Road, southerly of the westerly right-of-way line of State Highway No. 5, westerly of the westerly right-of-way line of Taylor Avenue, and northerly of the northerly right-of-way line of Minnehaha Avenue. The premises contains 40.7 acres, more or less.

3.4.4 Area J (Military Area)

That part of Section 29, Township 28 North, Range 23 West, Hennepin County, Minnesota, described as follows:

Commencing at a concrete monument with an aluminum disk marking the northwest corner of said Section 29; thence South 00 degrees 16 minutes 33 seconds East along the west line of said Section 29 a distance of 771.38 feet; thence South 60 degrees 34 minutes 28 seconds East 2326.03 feet; thence South 46 degrees 14 minutes 26 seconds East 166.37 feet; thence North 37 degrees 44 minutes 49 seconds East 229.13 feet to an iron pipe; thence South 60 degrees 34 minutes 28 seconds East 30.08 feet to the westerly right-of-way line of Bloomington Road; thence continuing South 60 degrees 34 minutes 28 seconds East 1780 feet to the easterly right-of-way line of Taylor Avenue and the point of beginning; thence northerly along the easterly right-of-way line of Taylor Avenue to the westerly right-of-way line of State Highway No. 5; thence southerly along the westerly right-of-way line of State Highway No. 5 to a line bearing South 60 degrees 34 minutes 28 seconds East from the point of beginning; thence North 60 degrees 34 minutes 28 seconds West to the point of beginning. The premises contains 32.7 acres, more or less.

4. Use Restrictions

The United States, in the deed conveying the property to the State, has set restrictions on use of the property. These use restrictions apply to the concessionaire and any sub-concessionaires. This deed requires the State to maintain a utilization plan for the area contained within the 141 acres. This plan must be approved by the United States. The current utilization plan has been revised and submitted for approval consistent with this RFP. This revised utilization plan is included in this RFP as Attachment 6.

All proposals will be reviewed carefully on their individual merit to ensure compliance with the Federal restrictions and the utilization plan. An agreement which is consistent with the utilization plan, this RFP and the proposer's response must be approved by the National Park Service, Minnesota Historical Society and the Executive Council before the choice of the concessionaire and agreement are final.

All proposals must be consistent with the following State use restrictions:

- 4.1 State Park Rules and Regulations: All applicable state park and recreation rules and regulations must be complied with by the concessionaire and its patrons.
- 4.2 Recreational Use: Use must provide or support park and recreational purposes.
- 4.3 Public Use: All members of the public shall be given the same opportunity and terms for use of the property.

Preferential treatment shall not be given to any particular patron or group of patrons. It is understood that the premises shall remain public property and available to the public.
- 4.4 Non-Residential Use of Buildings: No residential use of the buildings is permitted except for a caretaker.
- 4.5 Fire and Police Protection: Because the local municipalities do not provide fire and police protection, such service must be arranged for by the concessionaire.
- 4.6 Health Laws and Rules: The concessionaire must comply with all laws and rules of the Department of Health relating to public food and refreshment services.
- 4.7 Licenses and Permits: The concessionaire must secure all licenses and permits required by federal, state and local government for operation and administration of the proposed agreement.

5. Project Tasks

The concessionaire will be responsible for the following tasks for the areas indicated:

- 5.1 **Golf Course:** The Golf Course consists of a nine-hole course and associated service buildings. The Golf Course is currently managed by a private concessionaire whose agreement will end when a concessionaire is chosen by this process and approved by the executive council. Minnesota Statute 85.34 (attachment 3) waives the requirement for a state park vehicle permit for Golf Course patrons and allows for the sale of intoxicating liquor on the leased property.
- 5.1.1 **Maintenance:** Maintain and operate the Golf Course, club house and service buildings, and keep the fairways and greens in good playable condition in accordance with standard Golf Course practices in Minnesota.
- 5.1.2 **Operations and Management:** Operate, collect fees and manage golf course for public use. Vend golf supplies, rent golf equipment, operate a golf course reservation system and provide refreshments in the service building. All such sales and services shall be in accordance with standard retail prices for similar goods and services rendered in the area. A schedule of prices, service and play fees shall be posted in the service area in full view of the public. The concessionaire will be expected to submit a list of maximum prices to the State annually on or before January 1 for approval.
- 5.1.3 **Rules of Play:** The concessionaire will be expected to enforce general ground rules for play on the Golf Course and use of the area. Rules shall be in accordance with standard public Golf Course practice, clearly posted for patrons and approved by the State.
- 5.2 **Polo Grounds:** The Polo Grounds consist of eight (8) softball fields, three (3) soccer fields and two (2) rugby fields. The fields have been managed by Fort Snelling State Park as open recreational fields since 1971. Reservations and special use permits for this area have been issued by the Fort Snelling State Park Manager. In 1991 the user fee for the fields was \$10.00 per field for each four (4) hour block of time and was collected by the park manager. For the 1990 calendar season 1,900 reservations were placed for 7,600 hours of field use that generated approximately \$20,000 in gross revenue. The provisions in Minnesota Statute Section 85.34 that waive the state park vehicle permit requirement and allow the sale of intoxicating liquor do not apply to the Polo Grounds. The concessionaire, however, will not be required to collect state park vehicle permit fees.
- 5.2.1 **Operations and Management:** The concessionaire shall maintain and operate the Polo Grounds and reservation system, and keep the grounds in good playable condition in accordance with good management practices.
- 5.2.2 **Fees:** During the entire term of this agreement, the concessionaire will be required to file with the State on or before January 1 of each year a schedule of rates that concessionaire will charge customers for use of the Polo Grounds during the upcoming season. These rates shall be approved by the State before they become effective.

- 5.3 Officers' Row Buildings: The Officers' Row Buildings consist of the buildings numbered 151 to 161 and the grounds adjacent to the buildings. These buildings have been vacant since the 1970's. These buildings are currently managed under a private concession agreement affecting the Golf Course that will terminate when a concessionaire is chosen by this process and approved by the Executive Council and the U.S. Department of Interior, National Park Service. The provisions of Minnesota Statute Section 85.34 waiving vehicle permit requirements and allowing the sale of intoxicating liquor apply to these buildings.

These buildings will be stabilized by the current concessionaire to the conditions in section 5.3.2 of this document before the proposed agreement is effective.

5.3.1 Concessionaire's Responsibilities

- a. Maintenance and Repair: The concessionaire selected as a result of this RFP shall maintain the Officers' Row buildings in the condition in which they exist at the start of the concession or an improved condition. The repairs described in section 5.3.2 of this document will be completed prior to the start of the concession agreement. With written approval of the state, a plan for rehabilitation and use of one or more of the buildings may be implemented.
- b. Security: In addition, the concessionaire will be expected to provide security for these buildings and provide for public safety and building protection.

5.3.2 Building Mothball/Preservation Procedures

- a. Remove and discard all trash, loose carpet, attached and unusable carpet, and leave building interiors broom clean. Move storms and screens to main floor.
- b. Stop all roof leakage and re-roof where necessary.
- c. Fill, grade and sod exterior for drainage.
- d. Install bug and bird screens at all voids.
- e. Pack and caulk all voids that permit water infiltration.
- f. Install vents at existing plywood closures and install vented plywood or wire mesh closures on 2nd and 3rd floor windows. Use treated plywood at and below grade.
- g. Animal, rodent and insect proof buildings as far as practicable.
- h. Provide for year-round gravity ventilation.

5.4 Road Maintenance

The concessionaire shall have the maintenance responsibilities as indicated for the following roads:

- 5.4.1 Taylor Avenue: The concessionaire will be required at its sole option, cost and expense to maintain in good condition and repair that part of Taylor Avenue from Minnehaha Avenue to Leavenworth Avenue, including the intersections with Minnehaha Avenue and Leavenworth Avenue.
- 5.4.2 Leavenworth Avenue: The concessionaire shall, at its sole cost and expense, maintain in good condition and repair and replace as necessary Leavenworth Avenue. The concessionaire may, at its sole cost and expense remove Leavenworth Avenue and create a new roadway subject to appropriate written approvals from the State. The concessionaire shall at all times, however, keep public access open to the Golf Course area, clubhouse and any other buildings that may be rehabilitated during the terms of this agreement.
- 5.4.3 All Unnamed Roadways: The concessionaire will be required at its sole cost and expense, to maintain in good condition, and repair and replace when necessary, all unnamed roadways and parking lots situated on the premises adjacent to any concessioned property. The concessionaire will have the right, at its sole cost and expense, to remove any such roadways and replace the roadways with natural grass or other landscaping, or to create new roadways over any part of the premises consistent with the State's utilization plan for the area and subject to prior written approvals from the State.
- 5.4.4 Road Construction: The State will not provide any additional access other than the existing roadways. Concessionaire may, upon written approval of the State, provide for additional access at its sole cost and expense.
- 5.4.5 Parking Areas and Sidewalks: The concessionaire will be required, at its sole cost and expense, to maintain in good condition and repair all parking areas and sidewalks adjacent to and related to the use of the premises. The concessionaire may at its option and at its sole cost and expense and upon prior written approval of the State eliminate or reduce current parking areas or sidewalks and construct additional parking area or sidewalks adjacent to the buildings and grounds concessioned. No parking area or sidewalk is to be eliminated and no new parking area or sidewalk is to be constructed by the concessionaire without prior written approval by the State.
- 5.5 Grounds Maintenance: The concessionaire will be required to provide complete maintenance for the concessioned premises of a quality comparable with the remainder of Fort Snelling State Park. This responsibility includes:
 - 5.5.1 Repairs and Alterations: Make all necessary repairs, replace fixtures and maintain utility services within the concessioned area. No major alteration, expansion of service buildings or relocation of tees or greens is permitted without the prior written approval of the State.

5.5.2 Garbage and Recyclables: Provide, at its own expense, for disposal of garbage, compostable material and recyclable material generated by the concessionaire and its patrons. The concessionaire will provide recycling barrels and participate in a program of recycling consistent with Minnesota Statutes Sections 115A.15 and 115A. 151 which is approved by the State.

5.5.3 Landscaping: Concessionaire shall, at its sole cost and expense, maintain in good condition all trees, plants and shrubbery, and shall keep the landscaping reasonably groomed and attractive in the area adjacent to the Officers' Row Buildings, the Golf Course, the Golf Course buildings and the Polo Grounds. The concessionaire may add additional landscaping at its sole cost and expense including additional shrubbery, grading, trees, rocks, and other landscaping techniques as may be utilized or suggested by landscape architects in order to enhance and make the premises more attractive. Any such additions must be consistent with the State's utilization plan for the area. Major landscaping projects(exceeding \$500) shall be submitted to the State for written approval prior to the commencement of any work.

5.5.4 Grass Mowing: The concessionaire shall be required to mow all grass in accordance with good management practices in the concessioned area. In addition, the concessionaire shall be required to mow all grass in the area east of Taylor Avenue, west of trunk Highway five, north of the Mpls-St. Paul Airport and south of trunk Highway 55 (known as Area J) beginning August 1, 1995.

The state expects that the Area J buildings will be gradually vacated and mothballed by the Army during the course of the agreement and completely vacated by the beginning of the fifth season of the agreement.

5.5.5 Equipment: The Concessionaire will be responsible for furnishing, at its sole expense all maintenance and operations equipment necessary to complete the responsibilities identified in this Request for Proposals for all buildings and grounds included in the agreement.

6. Special Provisions: The concessionaire will be expected to comply with the following special provisions:

6.1 Storage of Gasoline and other Hazardous Materials: The Concessionaire will be prohibited from using or storing any hazardous or toxic materials on the premises, including but not limited to gasoline, herbicides, insecticides, and fertilizers, without first obtaining written permission from the State.

Approved chemicals shall be applied and stored in accordance with a chemical management plan approved in writing by the State prior to the start of each playing season, and the applicable sections of DNR Hazardous Material Handling Policies.

- 6.2 Construction: Any alteration of the buildings and grounds must be approved by the State in writing prior to any work being conducted.
- 6.2.1 Support structures may be constructed on the site, but only with prior written approval from the State.
- 6.2.2 In the event the concessionaire completes any construction on the buildings or grounds, the concessionaire shall obtain all necessary licenses and permits, comply with all building codes, including access for the handicapped as provided by law, and other laws, rules and regulations of all public authority affecting the facilities, the premises, and use thereof.
- 6.3 Operation: The concessionaire shall:
- 6.3.1 Operate all facilities in a professional manner and employ adequate qualified personnel to provide efficient, safe and courteous service to the public.
- 6.4 Signs: Signs developed by the concessionaire must:
- 6.4.1 Be aesthetically consistent with Fort Snelling State Park's environment.
- 6.4.2 Be approved by State.
- 6.4.3 Be paid for fully by the concessionaire.
- 6.5 Marketing and Advertising Strategy: The concessionaire will be required to provide the state with a marketing and advertising strategy for approval as part of the initial agreement. The concessionaire will have the option to revise the strategy but only with prior written approval of the state.
- 6.6 Reservation System: The concessionaire will be required to provide a description of the system to be used for Golf Course and Polo Grounds reservations as part of the initial agreement. The concessionaire will have the option to alter this system but only with prior written approval of the state.
- 6.7 Utilities: Pay all utility charges incurred by the concessionaire in the occupancy and operation of the concession premises during the term of the proposed agreement. All new utilities must be underground unless otherwise approved.

The State cannot guarantee the condition of any utilities located on the concession premises at the present time nor during the term of the proposed agreement.

- 6.7.1 Lighting Equipment: Concessionaire shall at its sole cost and expense maintain in good condition and repair all lighting equipment which services the concession area. The electrical lines to the lighting equipment shall be maintained by the concessionaire. If not maintainable, then the electric lines shall be replaced by the concessionaire or the use thereof shall be

discontinued. Concessionaire shall pay the appropriate electric power company all electric utility charges for all lighting equipment which it maintains.

- 6.7.2 Electricity: Currently the State owns a primary high voltage electrical distribution system now located on the premises consisting of electrical lines, manholes, poles, wire, power poles, transformer vaults and related equipment and small buildings. The concessionaire at its sole cost and expense shall maintain in good condition and repair and replace when necessary this electrical distribution system and other equipment associated with it which serve the concessioned buildings and grounds and are used by the concessionaire. Concessionaire may, with prior written approval of the State, at its sole expense, alter or discontinue any existing electrical distribution system now located on the premises or construct additional electric underground distribution lines or systems on the premises.
- 6.7.3 Water Mains: The concessionaire shall repair and maintain, at its sole expense, all water mains located on the premises which serve the concessioned buildings and grounds. The State will cooperate to provide water to the concessionaire but such cooperation shall not require the State to make capital expenditures unless it elects to make them. Concessionaire may at its sole cost and expense construct additional water mains subject to written approval of the State.
- 6.7.4 Sanitary and Storm Sewers: The concessionaire shall at its sole cost and expense repair, maintain or replace all sanitary and storm sewers located on the premises which serve the concessioned buildings and grounds. The concessionaire, at its sole cost and expense, may alter existing sanitary or storm sewers or construct additional sanitary or storm sewers with prior written approval of the State and the appropriate sanitary district. **The State shall not have any responsibility to construct additional sanitary or storm sewers.** The concessionaire shall pay for all sewer charges connected with its use of the sewer system.
- 6.7.5 Natural Gas: The concessionaire shall, at its sole cost and expense, repair, maintain or replace or discontinue use of the natural gas piping distribution system located on the premises which serves the concessioned buildings and grounds. Concessionaire may at its sole cost and expense, alter any existing natural gas pipe distribution lines now located on the premises or construct additional natural gas distribution pipelines on the premises with prior written approval of the State and the supplier of the natural gas.
- 6.8 Taxes: Currently no real estate taxes are assessed on the concessioned area. In the event that taxes are assessed in the future, the concessionaire shall pay all real estate and personal property taxes assessed against the premises during and applicable to the term of the concession under Minnesota Statutes Sections 272.01, subd. 2 (1990) and 273.19, subd. 1 and 1a (1990).

- 6.9 Special Assessments: The concessionaire shall pay its proportional share of any installments of special assessments payable during the term of the concession levied against the premises.
- 6.10 Assignments: The concessionaire shall not assign or transfer any interest in this agreement without the prior written consent of the State.
- 6.11 Sub-concession: All buildings and grounds shall be concessioned to one organization with the option of sub-concessioneing. The concessionaire may submit sub-concessions to the State for approval for the purposes contained in the agreement, subject to all of the terms and conditions of the agreement which shall be incorporated in any sub-concession agreement. Written approval of the sub-concession by the State is required. The concessionaire shall be responsible for ensuring it and its sub-concessionaires are in full compliance with the terms of the concession agreement.
- 6.12 Termination By the State: The State may elect to terminate the proposed agreement upon ninety days written notice for any of the following reasons:
- 6.12.1 Violation of the terms and conditions of the agreement by the concessionaire.
- 6.12.2 Failure by the concessionaire to execute timely and continuing performance in accordance with the contract with the State.
- 6.12.3 Use of part or all of the premises for airport purposes.
- 6.12.4 A destruction of the premises by weather or other acts of God.
- 6.12.5 Use of the property by the United States either in connection with a national emergency or under the conditions of the reverter in the 1971 Deed.
- 6.13 Surrender Procedures: At the end of the term of the agreement or at the termination of the agreement, regardless of the cause or reason for termination, the concessionaire shall remove all personal property and vacate and surrender possession of the concessioned premises to the State. No refund of payment to the State shall be made to the concessionaire. Upon termination of this agreement for any reason, all fixtures, landscaping and other improvements shall become property of the State, subject only to rights of creditors over personal property of the concessionaire evidenced by any valid security agreement.
- 6.14 Review: The State and the concessionaire shall be required to formally review the agreement during its second year and each year thereafter regarding:
- 6.14.1 Care and maintenance of the buildings and grounds.
- 6.14.2 Any written complaints received by the Commissioner of Natural Resources since the last formal review regarding services or facilities.

- 6.14.3 Compliance with all aspects of the concession agreement.
- 6.14.4 Itemization of all buildings and grounds rehabilitation, reconstruction, repair or new construction, additions or alterations over \$500 in value accomplished in the previous year.

These regular reviews shall not preclude informal or interim reviews, if desired or determined to be necessary by the State or the concessionaire.

7. Insurance and Performance Security

- 7.1 Liability Insurance: Concessionaire will be required to procure public liability insurance in the amount of at least \$200,000 per person and \$600,000 per occurrence from an insurance carrier licensed to do business in Minnesota. These amounts are the current limits of the State's liability as provided in Minn. Stat. Sec. 3.736 (1990). If that statute is amended by the Legislature or is altered by a decree of any State or Federal Court to provide for higher limits, the concessionaire shall procure additional insurance so that the State is protected up to such higher limits. Concessionaire shall provide evidence of such insurance prior to execution of any agreement and at any subsequent time upon request of the State.
- 7.2 Liability: Concessionaire agrees to indemnify and save and hold the STATE, its agents and employees harmless from any and all claims or causes of action arising from the performance of this agreement by the Concessionaire or the Concessionaire's agents or employees. This clause shall not be construed to bar any legal remedies the Concessionaire may have for the STATE'S failure to fulfill its obligations pursuant to this agreement.

If the concessionaire is a public body, this indemnification provision may be modified in the negotiated contract to be consistent with Minnesota Statutes Chapter 466 and other applicable laws.

- 7.3 Insurance-Equipment: The concessionaire shall, at its own expense, keep all equipment owned by it and located on the premises insured against loss or damage by fire and such other risks as are included in an extended coverage endorsement for an amount that will enable the concessionaire to repair or replace such equipment if damaged or destroyed. The concessionaire will be required to provide evidence of insurance to the State.
- 7.4 Performance Bond: Prior to the start of any improvements in excess of \$10,000 in value on the premises, the concessionaire shall deliver to the State a payment and performance bond which fulfills the requirements of Minnesota Statute Section 574.26 (1990) with a surety company licensed to do business in the State in the amount of the estimated costs of the improvements.

- 8. Workers' Compensation: In accordance with the provisions of Minnesota Statutes Section 176.182 (1990) and any subsequent amendments, the concessionaire shall be required to provide, on an annual basis, evidence of compliance with the Worker's Compensation insurance coverage requirement of Minnesota Statutes, chapter 176.

9. **Affirmative Action, Equal Opportunity and Nondiscrimination:** In accordance with the provisions of Minnesota Statutes Section 363.073 (1990), any business having more than 20 full-time employees at any time during the previous 12 months must have an affirmative action plan approved by the Commissioner of Human Rights before a proposal may be accepted. A proposal will not be accepted unless the proposer demonstrates that it has received a certificate of compliance from the Commissioner of Human Rights pursuant to Minnesota Statutes Section, 363.073 (1990) or it certifies that it has not had 20 full-time employees at any time in the previous 12 months. All proposers shall comply with Minnesota Statutes Sections 181.59 and 181.60 (1990) and any subsequent amendments, which will be made part of the concession agreement.

The State is an equal opportunity employer. No person shall be denied employment because of race, color, creed, religion, age, sex, national origin, status with regard to public assistance, membership or activity in a local commission or disability. These provisions apply to all contractors, licensees, and sub-concessionaires.

Proposers must comply with Minnesota Statutes Section 363.03, subd. 3 which prohibits discrimination in public accommodations.

10. **Payment Structure**

- 10.1 **Base Fee:** The concessionaire shall pay to the State a base fee of **\$45,000** per year adjusted according to the formulas in this section. Additionally, the concessionaire shall pay to the State a percentage (proposed by proposer) of total gross sales income.

In addition to the initial payment, an escalator for the base fee will be used to adjust payment for inflation starting the second year of the agreement as follows:

The base fee shall be subject to increase on January 1, 1994 and on January 1 of each succeeding calendar year during the term of this agreement in accordance with the formula set forth below.

The base fee shall be adjusted according to the national unadjusted consumer Price Index for All Urban Consumers, All Items (1982-84=100) (hereafter "CPI-U"), as published monthly in Survey of Current Business by the U. S. Department of Commerce, Bureau of Economic Analysis, or by any succeeding government agency publishing the CPI-U or its replacement.

If the Index for the month of October prior to the calendar year for which the annual fee is being calculated exceeds the level of the CPI-U in October, 1992 (hereinafter called the "base index"), the adjusted annual fee shall be equal to the base fee plus an additional amount to be computed as provided below. In no case shall the annual fee payable hereunder be less than Forty Five Thousand Dollars (\$45,000) **plus the percentage of gross sales income bid by the concessionaire.**

The additional amount of annual fee to be paid shall be computed by multiplying the base fee by a fraction, the numerator of which is the amount by which the CPI-U for the month of October prior to the calendar year for which the annual fee is being calculated exceeds the base index, and the

denominator of which is the base index. The resulting product shall be rounded to the nearest whole dollar and added to the base fee to determine the adjusted base fee.

- 10.2 Example: The following illustrates the intentions of the parties hereto as to the computation of the aforementioned adjustment in the annual fee payable hereunder:

If the base index were 130.0 and the CPI-U for October, 1993 were 138.2, the additional amount of annual fee in 1994 would be computed as follows:

$$\$45,000 \times \frac{(138.2 - 130.0)}{130.0} = \$2838$$

- 10.3 Gross sales: as used herein shall mean the gross amount received for everything sold and all fees for use of the premises, whether for cash, credit, or other means of exchange, including, but not limited to, greens fees, athletic field reservation fees, season ticket sales, all merchandise and equipment sales, rental and repair, building or room rental, and sales of food and beverages. The full amount of credit sales are considered gross sales in the month in which said credit sales are made. "Gross sales" as used herein shall not include the amount of sales or excise taxes collected from customers.
- 10.4 Percentage of Gross Sales: In addition to the annual fee required above, proposers will indicate a percentage of the gross sales from its activities on the premises that will be paid to the State. The total amount received by the State for payment under the proposed agreement may be used by the State at the State's discretion, for planning management, grounds management and building restoration, rehabilitation or demolition for the Fort Snelling upper bluff.
- 10.4.1 Payment schedule: Payments shall be made by Concessionaire each year during the term of the agreement on or before the date stated in the following schedule:
- May 20:** The bid percentage of gross sales during the period from the immediately preceding January 1, through April 30, plus 20% of the base fee for the year 1993 and 20% of the adjusted annual fee for succeeding years.
- June 20:** The bid percentage of gross sales during the immediately preceding May, plus 20% of the base fee for the year 1993 and 20% of the adjusted annual fee for succeeding years .
- July 20:** The bid percentage of gross sales during the immediately preceding June, plus 20% of the base fee for the year 1993 and 20% of the adjusted annual fee for succeeding years.
- August 20:** The bid percentage of gross sales during the immediately preceding July, plus 20% of the base fee for the year 1993 and 20% of the adjusted annual fee for succeeding years.

September 20: The bid percentage of gross sales during the immediately preceding August, plus 20% of the base fee for the year 1993 and 20% of the adjusted annual fee for succeeding years.

October 20: The bid percentage of gross sales during the immediately preceding September.

January 20: The bid percentage of gross sales during the immediately preceding October 1 through December 31 (excluding sales in 1992 and including sales in the year 1997).

10.4.3 Interest: Interest will be charged for late payment at the daily rate of ten percent per annum simple.

10.5 Statement of Gross Sales: On or before January 31st of each year the concessionaire shall submit to the State in writing an accounting of the gross sales receipts from the preceding year audited by a certified public accountant selected by the concessionaire at the concessionaire's sole expense. The accounting shall include an itemization of the receipts for food, beverages, greens and ticket fees, Polo Grounds fees, equipment sales and rental, building or room rental, receipts from sub-concessions and other services and sales. Concessionaire shall also furnish to the State monthly accountings of gross sales, itemized as required above along with the payments specified in section 10.4.1 of this document.

10.6 Audits: The books, records, documents, audits and accounting procedures and practices of concessionaire relevant to this concession are subject to examination by the Department of Natural Resources and the Legislative Auditor or any agent of either upon request from the State.

11. Proposal Contents

11.1 General Instructions: To be considered, each proposer must submit a complete response to this RFP using the format in Attachment 5. All proposals are to be submitted in accordance with the instructions in sections 15 thru 18 of this document. All proposals must be signed in ink by an official authorized by the proposer to agree to its provisions. The proposal remains valid until **October 1, 1992**.

11.2 All Proposals: All proposers must submit the following information:

11.2.1 A Statement of Qualifications which identifies any experience in the area of Golf Course and athletic field operations and management and historic building restoration and management, including equipment owned by or available to the concessionaire for use in this project.

11.2.2 The proposer's plans for use of the premises and how the proposer intends to accomplish the tasks and responsibilities identified in this Request for Proposal (RFP). Proposer may propose additional tasks or activities at the proposer's sole expense, consistent with the Fort Snelling State Park Military

Reserve Area Use Study, if they will substantially improve the project.

- 11.2.3 The percentage of gross sales the proposer will pay to the State per year based on the payment structure in section 10.

11.3 Non-Governmental Units: In addition, each proposer which is not a governmental unit must furnish, as part of its proposal, the following documentation:

- 11.3.1 1990 and 1991 financial statements, including profit and loss statements, balance sheets, a statement of cash flow and an income statement;
- 11.3.2 Business references, such as suppliers or customers (minimum of three references with name, address and telephone number);
- 11.3.3 Business credit references, such as financial lending institutions (minimum of three references with name, address and telephone number);
- 11.3.4 A list of all business and personal names under which proposer and its officers have conducted business in the past seven years. State whether the entity was an individual, partnership or corporation, and list the state of incorporation and home office, and;
- 11.3.5 An affirmative action certificate of compliance pursuant to Minnesota Statutes Section 363.073 or certification that the proposer has not had more than 20 full-time employees in the preceding twelve months.

- 12. Selection Process and Criteria: Proposers may be invited to participate in an oral review as part of the evaluation process. After a proposal is chosen by the Department of Natural Resources, negotiations with that party will follow to arrive at a mutually acceptable Concession agreement. Pursuant to Minnesota Statutes section 85.34, any concession agreement is subject to the approval of the Executive Council.

General criteria that will be considered in the selection includes:

- 12.1 Financial return to the State including an evaluation to determine if the bid amount is feasible;
- 12.2 Analysis of financial statements;
- 12.3 Adequacy of response to the Request For Proposal;
- 12.4 Compliance with the limitations of the 1971 Deed, applicable law(s) and other use restrictions specified in this RFP;

- 12.5 Applicable experience in successful operation and management of public golf and athletic field facilities including turf facility management experience;
- 12.6 Ability and resources to meet the project tasks and special provisions identified in this RFP;
- 12.7 The contents of an oral presentation, if presentations are held.

13. Site Visit:

A site visitation and tour of the facilities will be conducted for potential proposers on THURSDAY MAY 7, 1992 from 8:30 am to 3:30 pm at the FORT SNELLING STATE PARK MEMORIAL CHAPEL. The schedule for this visitation will be as follows:

8:30 am Opening remarks and presentation from the DNR staff.

9:30 am -

2:30 pm Open visitation of buildings and grounds by potential proposers without DNR staff.

2:30 pm -

3:30 pm Question and answer session.

Attendance at the site visitation, or a portion thereof, is optional. Attendance will not be considered a factor in evaluation of the proposals received as a result of this RFP.

14. Department Contact:

Prospective respondents who have questions regarding this Request for Proposal may call or write:

Mr. Wayland Porter, Administrative Manager
DNR, Division of Parks and Recreation
500 Lafayette Road
St. Paul, MN 55155-4039
(612) 296-0744

Please note that other department personnel will not be allowed to discuss the project with responders before deadline for submission of proposals.

Additional information available in Department of Natural Resources files to potential proposers includes utility maps.

15. Submission of Proposals:

Each proposer should submit five (5) copies of its proposal. All proposals are to be sealed in a separate envelope inside the mailing envelope with the responder's name and address clearly written on both envelopes. All envelopes shall clearly identify the contents as: "Proposal for Fort Snelling Golf Course and Polo Grounds". Each copy of the proposal must be signed, in ink, by a person

or persons authorized to bind the proposer to the proposal. Prices and terms of the proposal as stated must be valid for the length of the proposed agreement.

As provided by Minnesota Statutes Section 16B.09, subd. 2, a proposal containing an alteration or erasure in the proposal shall be rejected, unless the alteration or erasure is crossed out and the correction thereof printed in ink or typewritten adjacent thereto and initialed in ink by the person signing the proposal.

All proposals must be mailed or delivered to:

Department of Natural Resources
Division of Parks and Recreation
500 Lafayette Road
St. Paul, MN 55155-4039
Attn: Wayland Porter

Proposals must be received no later than: **4:30 PM CDT June 15, 1992.**

Late proposals will not be accepted.

16. Data Practices

All information submitted with respect to this RFP and all data collected, created, received, maintained or disseminated for any purpose in the course of the concessionaire's performance of the proposed agreement is governed by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, in particular 13.03 and 13.37, and any other applicable statutes, rules, and federal regulations on data privacy. The concessionaire agrees to abide strictly by these statutes, rules and regulations.

17. Disclaimer

The State reserves the right to reject any and all proposals.

18. Cost Liability

The State assumes no responsibility or liability for costs incurred by any proposer, including any cost incurred by any submitter in preparation of a response to this RFP.

ATTACHMENTS

**ATTACHMENT 1:
1971 QUITCLAIM DEED**

the UNITED STATES OF AMERICA, acting by and through the Regional Director, Lake Central Region, Bureau of Outdoor Recreation, pursuant to authority delegated by the Secretary of the Interior, and as authorized by the Federal Property and Administrative Services Act of 1949 (63 Stat. 377), as amended, and particularly as amended by Public Law 91-485 (84 Stat. 1084), and regulations and orders promulgated thereunder (hereinafter referred to as Grantor), for and in consideration of the use and maintenance of the property herein conveyed for public park or public recreation purposes in perpetuity by the State of Minnesota, Department of Natural Resources (hereinafter referred to as Grantee), does hereby remise, release, and quitclaim to Grantee, its successors and assigns, subject to the reservations, exceptions, restrictions, conditions and covenants hereinafter set forth, all right, title, and interest of the Grantor in and to the following described property, situated in Sections Twenty (20) and Twenty-nine (29), Township Twenty-eight (28) North, Range Twenty-three (23) West of the Fourth Principal Meridian, Hennepin County, State of Minnesota, and more particularly described as follows:

Commencing at a concrete monument with an aluminum disk marking the southwest corner of Section Twenty (20); thence S 0°16'33" E along the west line of Section Twenty-nine (29) 771.38 feet; thence S 60°34'28" E 2326.03 feet; thence S 46°14'26" E 166.37 feet; thence N 37°44'49" E 229.13 feet to an iron pipe; thence S 60°34'28" E 30.03 feet to the point of beginning;

Thence S 60°34'28" E 2375 feet, more or less, to a point in the west right-of-way boundary of State Highway Number 5;

Thence in a northeasterly and northwesterly direction along said boundary to its point of intersection with the west boundary of the right-of-way of Bloomington Road;

Thence S 37°44'49" E 3197 feet, more or less, along the said west boundary of Bloomington Road to the point of beginning, containing 141 acres, more or less, and being a portion of the Veterans Administration Hospital Reservation, Fort Snelling, Minnesota.

EXCEPTING AND RESERVING unto the Grantor for the use and benefit of the 88th Army Reserve Unit, a component of the United States Army, the exclusive right to use, occupy, and maintain at no expense to the Grantee for a period of ten years from the date of this deed, without payment of rental, that portion of the premises designated in the official records and drawings of the Veterans Administration Hospital Reserve as "Area J", and being that part of the property herein conveyed lying east of Taylor Avenue, and containing 35.38 acres, more or less.

Grantor shall have the option and right to extend such 10-year period for an additional period of 10 years on the same terms, such option and right to be exercised at or prior to the expiration of the initial 10-year period.

RECORDED	INDEXED
FILED	FILED
MAR 16 1973	
FBI/DOJ	
4-13-72	
1000	

SUBJECT TO any and all existing reservations, easements and rights-of-way, recorded and unrecorded, for public roads and highways, railroads, pipelines, drainage ditches, sanitary and storm sewer systems, water mains, gas mains, communication conduits and electrical distribution systems for power, light and signal facilities including a reservation to the Grantor of the right to use the three foot by six foot easement-owned interceptor sewer to serve contiguous facilities of Grantor not conveyed herewith.

TO HAVE AND TO HOLD the above quitclaimed premises, subject to the easements, reservations, exceptions, restrictions, conditions, and covenants herein enumerated and set forth, unto the Grantee, its successors and assigns, forever.

There are excepted from this conveyance and reserved to the Grantor all oil, gas, and other minerals in, under and upon the lands herein conveyed, together with the right to enter upon the land for the purpose of mining and removing the same.

There is further reserved to the Grantor the right to use and occupy the fire station (Building Number 65) for fire protection purposes until such time as a new facility can be constructed.

Grantor further reserves an easement and right-of-way for the 3'x6' interceptor sewer traversing the lands herein conveyed and such additional rights-of-way and of ingress and egress as may be necessary or appropriate for the purpose of using, operating, maintaining, replacing, and repairing existing water, gas, sanitary or storm sewer, electrical distribution, or communication systems on, under or across the lands herein conveyed and there are reserved from this conveyance the structures and appurtenances of the above described systems situated thereon or therein.

Pursuant to authority contained in the Federal Property and Administrative Services Act of 1949, as amended, and applicable rules, regulations and orders promulgated thereunder, the General Services Administration determined the property to be surplus to the needs of the United States of America and assigned the property to the Department of the Interior for further conveyance to the State of Minnesota.

It is understood and agreed by and between the Grantor and Grantee, and Grantee by acceptance of this deed does acknowledge that it fully understands the terms and conditions set forth herein and does further covenant and agree for itself, and its successors and assigns, forever, as follows:

1. The property shall be used and maintained for the public purposes for which it was conveyed in perpetuity as set forth in the program of utilization and plan contained in the application submitted by Grantee on the 28th day of June 1971, which is incorporated herein by reference and made a part hereof. Said program and plan may be amended from time to time at the request of either the Grantor or Grantee, with the written concurrence of the other party, and such amendments shall be added to and become a part of the original application and of this deed of conveyance.

2. Grantee shall within 18 months of the date of this deed make or cause to be made an accurate metes and bounds survey of the tract conveyed and shall place or cause to be placed permanent monuments at the corners or angles thereof.

3. The Grantee shall within 6 months of the date of this deed erect..... and maintain a permanent sign or marker near the point of principal access to the conveyed area indicating that the property is a park or recreational area and has been acquired from the Federal Government for use by the general public.

4. The property shall not be sold, leased, assigned, or otherwise disposed of except to another eligible governmental agency that the Secretary of the Interior agrees in writing can assure the continued use and maintenance of the property for public park or public recreational purposes subject to the same terms and conditions in the original instrument of conveyance. However, nothing in this provision shall preclude the Grantee from providing related recreational facilities and services compatible with the approved application, through

conveyance agreements entered into with third parties, provided prior concurrence to such agreements is obtained in writing from the Secretary of the Interior.

5. From the date of this conveyance, the Grantee, its successors and assigns, shall submit biennial reports to the Secretary of the Interior, setting forth the use made of the property during the preceding two-year period, and other pertinent data establishing its continuous use for the purposes set forth above, for ten consecutive reports and as further determined by the Secretary of the Interior.

6. If at any time the United States of America shall determine that the premises herein conveyed, or any part thereof, are needed for the national defense, all right, title and interest in and to said premises, or part thereof determined to be necessary to such national defense, shall revert to and become the property of the United States of America.

7. As part of the consideration for this Deed, the Grantee covenants and agrees for itself, its successors and assigns, that (1) the program for or in connection with which this Deed is made will be conducted in compliance with, and the Grantee, its successors and assigns, will comply with all requirements imposed by or pursuant to the regulations of the Department of the Interior as in effect on the date of this Deed (43 C.F.R. Part 17) issued under the provisions of Title VI of the Civil Rights Act of 1964; (2) this covenant shall be subject in all respects to the provisions of said regulations; (3) the Grantee, its successors and assigns, will promptly take and continue to take such action as may be necessary to effectuate this covenant; (4) the United States shall have the right to seek judicial enforcement of this covenant; and (5) the Grantee, its successors and assigns, will (a) obtain from each other person (any legal entity) who, through contractual or other arrangements with the Grantee, its successors or assigns, is authorized to provide services or benefits under said program, a written agreement pursuant to which such other persons shall, with respect to the services or benefits which he is authorized to provide, undertake for himself the same obligations as those imposed upon the Grantee, its successors and assigns, by this covenant, and (b) furnish a copy of such agreement to the Secretary of the Interior, or his successor; and that this covenant shall run with the land hereby conveyed, and shall in any event, without regard to technical

classification or designation, legal or otherwise, be binding to the fullest extent permitted by law and equity for the benefit of, and in favor of the Grantor and enforceable by the Grantor against the Grantee, its successors and assigns.

8. In the event there is a breach of any of the conditions and covenants herein contained by the Grantee, its successors and assigns, whether caused by the legal or other inability of the Grantee, its successors and assigns, to perform said conditions and covenants, or otherwise, all right, title and interest in and to the said premises shall revert to and become the property of the Grantor at its option, which in addition to all other remedies for such breach shall have the right of entry upon said premises, and the Grantee, its successors and assigns, shall forfeit all right, title and interest in said premises and in any and all of the tenements, hereditaments and appurtenances thereunto belonging; provided, however, that the failure of the Secretary of the Interior to require in any one or more instances complete performance of any of the conditions or covenants shall not be construed as a waiver or relinquishment of such future performance, but the obligation of the Grantee, its successors and assigns, with respect to such future performance shall continue in full force and effect:

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in its name and on its behalf this the 17 day of August, 1974.

In Presence of

Walter Keller
Robert W. Keller

UNITED STATES OF AMERICA

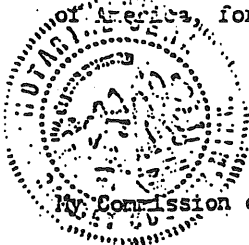
BY

Ronald H. Kramers

Regional Director
Lake Central Region
Bureau of Outdoor Recreation

STATE OF Minnesota } ss
COUNTY OF Ramsey }

On this 17th day of August, 1971, before me, the subscriber, personally appeared Dorothy M. Ewert, to me known and known to me to be the Regional Director, Lake Central Region, Bureau of Outdoor Recreation, of the United States Department of the Interior, a governmental agency of the United States of America, and known to me to be the same person described in and who executed the foregoing instrument as such Regional Director aforesaid, as the act and deed of the United States of America, for and on behalf of the Secretary of the Interior, duly designated, empowered and authorized so to do by said Secretary, and he acknowledged that he executed the foregoing instrument for and on behalf of the United States of America, for the purposes and uses therein described.



Dorothy M. Ewert
NOTARY PUBLIC

DOROTHY M. EWERT
Notary Public, Ramsey County, Minn.
My Commission Expires Jan. 4, 1973.

My Commission expires:

The foregoing conveyance is hereby accepted and the undersigned agrees, by this acceptance, to assume and be bound by all the obligations, conditions, covenants and agreements therein contained.

STATE OF Minnesota
By C. B. Buchanan
Title Deputy Commissioner
Dept. of Natural Resources

STATE OF MINNESOTA } ss
COUNTY OF Ramsey }

On this the 17th day of August, 1971, before me, Dorothy M. Ewert, the undersigned officer, personally appeared C. B. Buchanan, of the State of Minnesota, known to me to be the person described in the foregoing instrument, and acknowledged that he executed the same in the capacity therein stated and for the purposes therein contained.

In witness whereof, I have hereunto set my hand and official seal.



Dorothy M. Ewert

DOROTHY M. EWERT
Title Notary Public, Ramsey County, Minn.
My Commission Expires Jan. 4, 1973.

This instrument was drafted by
William Thornton
Regional Solicitors Office.
143 South 3rd
Philadelphia, Pennsylvania

1/200

RE

EA-0-72 4775 006.00 A

State

OFFICE OF REGISTER OF DEEDS
STATE OF MINNESOTA

COUNTY OF HENNEPIN

I hereby certify that the within instrument
was filed for record in this office on the

6 day of MAR. A.D. 1972 at 20

O'clock P.M., and was duly recorded in book

72 of Hennepin County Records
3334775

Ray L. Hoyer

REGISTER OF DEEDS

By

Carl William

DEPUTY REGISTER OF DEEDS

ENV

Richard C. Hessburg
Minneapolis, Minn. General
National Insurance

No delinquent taxes
and transfer entered *as assessed*
DEPT. OF FINANCE
HENNEPIN COUNTY, MINN.

D. LaFollette
MAR 14 1972

DIRECTOR
BY *J. J. Mc...* DEPUTY
This certification does not relate to taxes

**ATTACHMENT 2:
FORT SNELLING MILITARY RESERVE AREA MAP**

Scale

NORTH

Memorial
Chapel

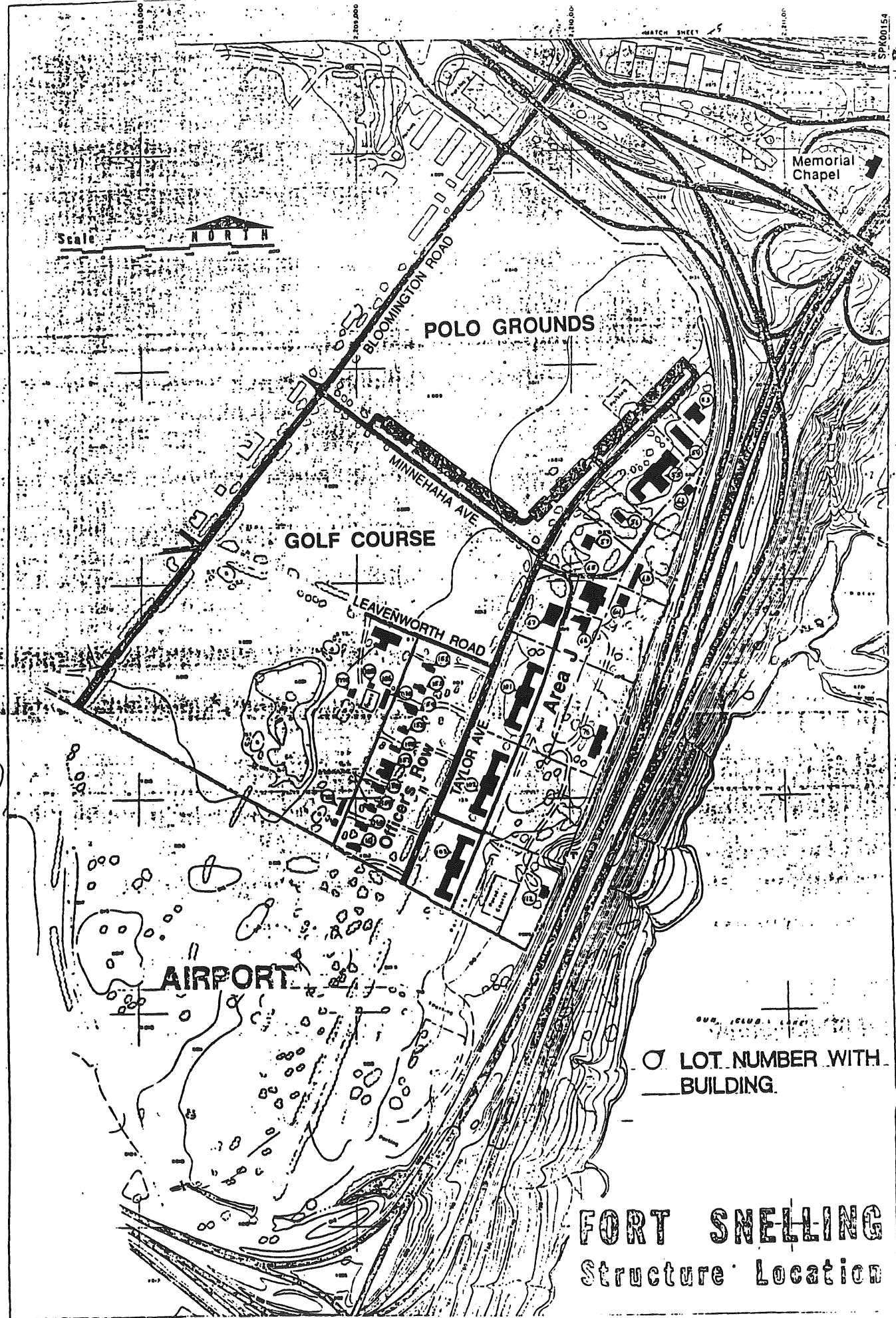
POLO GROUNDS

GOLF COURSE

AIRPORT

LOT NUMBER WITH
BUILDING

FORT SNELLING
Structure Location



**ATTACHMENT 3:
REFERENCED STATUTES**

3.736 TORT CLAIMS.

Subdivision 1. General rule. The state will pay compensation for injury to or loss of property or personal injury or death caused by an act or omission of an employee of the state while acting within the scope of office or employment or a peace officer who is not acting on behalf of a private employer and who is acting in good faith under section 629.40, subdivision 4, under circumstances where the state, if a private person, would be liable to the claimant, whether arising out of a governmental or proprietary function. Nothing in this section waives the defense of judicial or legislative immunity except to the extent provided in subdivision 8.

Subd. 2. Procedure. Claims of various kinds shall be considered and paid only in accordance with the statutory procedures provided. If there is no other applicable statute, a claim shall be brought under this section as a civil action in the courts of the state.

Subd. 3. Exclusions. Without intent to preclude the courts from finding additional cases where the state and its employees should not, in equity and good conscience, pay compensation for personal injuries or property losses, the legislature declares that the state and its employees are not liable for the following losses:

(a) a loss caused by an act or omission of a state employee exercising due care in the execution of a valid or invalid statute or rule;

(b) a loss caused by the performance or failure to perform a discretionary duty, whether or not the discretion is abused;

(c) a loss in connection with the assessment and collection of taxes;

(d) a loss caused by snow or ice conditions on a highway or public sidewalk that does not abut a publicly owned building or a publicly owned parking lot, except when the condition is affirmatively caused by the negligent acts of a state employee;

(e) a loss caused by wild animals in their natural state, except as provided in section 3.7371;

(f) a loss other than injury to or loss of property or personal injury or death;

(g) a loss caused by the condition of unimproved real property owned by the state, which means land that the state has not improved, state land that contains idled or abandoned mine pits or shafts, and appurtenances, fixtures, and attachments to land that the state has neither affixed nor improved;

(h) a loss incurred by a user arising from the construction, operation, or maintenance of the outdoor recreation system, as defined in section 86A.04, or for a loss arising from the construction, operation, maintenance, or administration of grants-in-aid trails as defined in section 85.018, or for a loss arising from the construction, operation or maintenance of a water access site created by the iron range resources and rehabilitation board, except that the state is liable for conduct that would entitle a trespasser to damages against a private person. For the purposes of this clause, a water access site, as defined in section 86A.04 or created by the iron range resources and rehabilitation board, that provides access to an idled, water filled mine pit, also includes the entire water filled area of the pit and, further, includes losses caused by the caving or slumping of the mine pit walls;

(i) a loss of benefits or compensation due under a program of public assistance or public welfare, except if state compensation for loss is expressly required by federal law in order for the state to receive federal grants-in-aid;

(j) a loss based on the failure of a person to meet the standards needed for a license, permit, or other authorization issued by the state or its agents;

(k) a loss based on the usual care and treatment, or lack of care and treatment, of a person at a state hospital or state corrections facility where reasonable use of available appropriations has been made to provide care;

(l) loss, damage, or destruction of property of a patient or inmate of a state institution;

(m) a loss for which recovery is prohibited by section 169.121, subdivision 9;

(n) a loss caused by an aeration, bubbler, water circulation, or similar system used to increase dissolved oxygen or maintain open water on the ice of public waters, that is operated under a permit issued by the commissioner of natural resources; and

(o) a loss incurred by a visitor to the Minnesota zoological garden, except that the state is liable for conduct that would entitle a trespasser to damages against a private person.

The state will not pay punitive damages.

Subd. 4. Limits. The total liability of the state and its employees acting within the scope of their employment on any tort claim shall not exceed:

(a) \$200,000 when the claim is one for death by wrongful act or omission and \$200,000 to any claimant in any other case;

(b) \$600,000 for any number of claims arising out of a single occurrence.

If the amount awarded to or settled upon multiple claimants exceeds \$600,000, any party may apply to the district court to apportion to each claimant a proper share of the \$600,000. The share apportioned to each claimant shall be in the proportion that the ratio of the award or settlement bears to the aggregate awards and settlements for all claims arising out of the occurrence.

The limitation imposed by this subdivision on individual claimants includes damages claimed for loss of services or loss of support arising out of the same tort.

Subd. 4a. Securities claims limits. The total liability of the state and its employees acting within the scope of their employment on any claim of whatever matter arising from the issuance and sale of securities by the state shall not exceed:

(a) \$100,000 to any one person or

(b) \$500,000 to all claimants in respect of the securities of the same series.

The limitations in clauses (a) and (b) shall not affect the obligation of the issuing state entity to pay the indebtedness under the securities in accordance with their terms and from the sources pledged to their payment.

Subd. 5. Notice required. Except as provided in subdivision 6, every person, whether plaintiff, defendant or third party plaintiff or defendant, who claims compensation from the state or a state employee acting within the scope of employment for or on account of any loss or injury shall present to the attorney general or, in the case of claimant will seek compensation, within 180 days after the alleged loss or injury is discovered, a notice stating its time, place and circumstances, the names of any state employees known to be involved, and the amount of compensation or other relief demanded. Actual notice of sufficient facts to reasonably put the state or its insurer on notice of a possible claim complies with the notice requirements of this section. Failure to state the amount of compensation or other relief demanded does not invalidate the notice, but the claimant shall furnish full information available regarding the nature and extent of the injuries and damages within 15 days after demand by the state. The time for giving the notice does not include the time during which the person injured incapacitated by the injury from giving the notice.

Subd. 6. Claims for wrongful death; notice. When the claim is one for death by wrongful act or omission, the notice may be presented by the personal representative, surviving spouse, or next of kin, or the consular officer of the foreign country of which the deceased was a citizen, within one year after the alleged injury or loss resulting in the death. If the person for whose death the claim is made has presented a notice that would have been sufficient had the person lived, an action for wrongful death may be brought without additional notice.

Subd. 7. Payment. A state agency, including an entity defined as part of the state in section 3.732, subdivision 1, clause (1), incurring a tort claim judgment or settlement obligation or whose employees acting within the scope of their employment incur the obligation shall seek approval to make payment by submitting a written request to the commissioner of finance. The request shall contain a description of the tort claim that causes the request, specify the amount of the obligation and be accompanied by copies of

judgments, settlement agreements or other documentation relevant to the obligation for which the agency seeks payment. Upon receipt of the request and review of the claim, the commissioner of finance shall determine the proper appropriation from which to make payment. If there is enough money in an appropriation or combination of appropriations to the agency for its general operations and management to pay the claim without unduly hindering the operation of the agency, the commissioner shall direct that payment be made from that source. Claims relating to activities paid for by appropriations of dedicated receipts shall be paid from those appropriations if practicable. On determining that an agency has sufficient money in these appropriations to pay only part of a claim, the commissioner shall pay the remainder of the claim from the money appropriated to the commissioner for the purpose. On determining that the agency does not have enough money to pay any part of the claim, the commissioner shall pay all of the claim from money appropriated to the commissioner for the purpose. Payment shall be made only upon receipt of a written release by the claimant in a form approved by the attorney general, or the person designated as the university attorney, as the case may be.

No attachment or execution shall issue against the state.

Subd. 8. Liability insurance. A state agency, including an entity defined as a part of the state in section 3.732, subdivision 1, clause (1), may procure insurance against liability of the agency and its employees for damages resulting from the torts of the agency and its employees. Procurement of the insurance is a waiver of the defense of governmental immunity to the extent of the liability stated in the policy but has no effect on the liability of the agency and its employees beyond the coverage provided by the policy.

Subd. 9. Indemnification. The state shall defend, save harmless, and indemnify any employee of the state against expenses, attorneys' fees, judgments, fines, and amounts paid in settlement actually and reasonably incurred by the employee in connection with any tort, civil, or equitable claim or demand, or expenses, attorneys' fees, judgments, fines, and amounts paid in settlement actually and reasonably incurred by the employee in connection with any claim or demand arising from the issuance and sale of securities by the state, whether groundless or otherwise, arising out of an alleged act or omission occurring during the period of employment if the employee provides complete disclosure and cooperation in the defense of the claim or demand and if the employee was acting within the scope of employment. Except for elected employees an employee is conclusively presumed to have been acting within the scope of employment if the employee's appointing authority issues a certificate to that effect. This determination may be overruled by the attorney general. The determination of whether an employee was acting within the scope of employment is a question of fact to be determined by the trier of fact based upon the circumstances of each case:

- (i) in the absence of a certification,
- (ii) if a certification is overruled by the attorney general,
- (iii) if an unfavorable certification is made, or
- (iv) with respect to an elected official.

The absence of the certification or an unfavorable certification is not evidence relevant to a determination by the trier of fact. It is the express intent of this provision to defend, save harmless, and indemnify any employee of the state against the full amount of any final judgment rendered by a court of competent jurisdiction arising from a claim or demand described herein, regardless of whether the limitations on liability specified in subdivision 4 or 4a are, for any reason, found to be inapplicable. This subdivision does not apply in case of malfeasance in office or willful or wanton actions or neglect of duty, nor does it apply to expenses, attorneys' fees, judgments, fines, and amounts paid in settlement of claims for proceedings brought by or before responsibility or ethics boards or committees.

Subd. 9a. Peace officer indemnification. The state shall defend, save harmless, and indemnify a peace officer who is not acting on behalf of a private employer

and who is acting in good faith under section 629.40, subdivision 4, the same as if the officer were an employee of the state.

Subd. 10. **Judgment as bar.** The judgment in an action under this section is a complete bar to any action by the claimant, by reason of the same subject matter, against the state employee whose act or omission gave rise to the claim.

Subd. 11. **Statute of limitation.** The statute of limitations for all tort claims brought against the state is as provided in chapter 541 and other laws.

History: 1976 c 331 s 33; 1978 c 669 s 2,3; 1978 c 793 s 32; 1982 c 423 s 1; 1983 c 331 s 1; 1985 c 84 s 1,2; 1985 c 166 s 2,3; 1985 c 248 s 70; 1Sp1985 c 13 s 64; 1Sp1985 c 16 art 1 s 1; 1986 c 444; 1986 c 455 s 1,2; 1987 c 184 s 1; 1987 c 373 s 1; 1988 c 469 art 1 s 1; 1988 c 530 s 2; 1989 c 331 s 1; 1990 c 594 art 1 s 39

13.03 ACCESS TO GOVERNMENT DATA.

Subdivision 1. **Public data.** All government data collected, created, received, maintained or disseminated by a state agency, political subdivision, or statewide system shall be public unless classified by statute, or temporary classification pursuant to section 13.06, or federal law, as nonpublic or protected nonpublic, or with respect to data on individuals, as private or confidential. The responsible authority in every state agency, political subdivision and statewide system shall keep records containing government data in such an arrangement and condition as to make them easily accessible for convenient use. Photographic, photostatic, microphotographic, or microfilmed records shall be considered as accessible for convenient use regardless of the size of such records.

Subd. 2. **Procedures.** The responsible authority in every state agency, political subdivision and statewide system shall establish procedures, consistent with this chapter, to insure that requests for government data are received and complied with in an appropriate and prompt manner. Full convenience and comprehensive accessibility shall be allowed to researchers including historians, genealogists and other scholars to carry out extensive research and complete copying of all records containing government data except as otherwise expressly provided by law.

A responsible authority may designate one or more designees.

Subd. 3. **Request for access to data.** Upon request to a responsible authority or designee, a person shall be permitted to inspect and copy public government data at reasonable times and places, and, upon request, shall be informed of the data's meaning. If a person requests access for the purpose of inspection, the responsible authority may not assess a charge or require the requesting person to pay a fee to inspect data. The responsible authority or designee shall provide copies of public data upon request. If a person requests copies or electronic transmittal of the data to the person, the responsible authority may require the requesting person to pay the actual costs of searching for and retrieving government data, including the cost of employee time, and for making, verifying, compiling, and electronically transmitting the copies of the data or the data, but may not charge for separating public from not public data. If the responsible authority or designee is not able to provide copies at the time a request is made, copies shall be supplied as soon as reasonably possible.

When a request under this subdivision involves any person's receipt of copies of public government data that has commercial value and is a substantial and discrete portion of or an entire formula, pattern, compilation, program, device, method, technique, process, data base, or system developed with a significant expenditure of public funds by the agency, the responsible authority may charge a reasonable fee for the information in addition to the costs of making, certifying, and compiling the copies. Any fee charged must be clearly demonstrated by the agency to relate to the actual development costs of the information. The responsible authority, upon the request of any person, shall provide sufficient documentation to explain and justify the fee being charged.

If the responsible authority or designee determines that the requested data is classified so as to deny the requesting person access, the responsible authority or designee shall inform the requesting person of the determination either orally at the time of the request, or in writing as soon after that time as possible, and shall cite the specific statutory section, temporary classification, or specific provision of federal law on which the determination is based. Upon the request of any person denied access to data, the responsible authority or designee shall certify in writing that the request has been denied and cite the specific statutory section, temporary classification, or specific provision of federal law upon which the denial was based.

Subd. 4. Change in classification of data. The classification of data in the possession of an agency shall change if it is required to do so to comply with either judicial or administrative rules pertaining to the conduct of legal actions or with a specific statute applicable to the data in the possession of the disseminating or receiving agency.

If data on individuals is classified as both private and confidential by this chapter, or any other statute or federal law, the data is private.

To the extent that government data is disseminated to state agencies, political subdivisions, or statewide systems by another state agency, political subdivision, or statewide system, the data disseminated shall have the same classification in the hands of the agency receiving it as it had in the hands of the entity providing it.

Subd. 5. Copyright or patent of computer program. Nothing in this chapter or any other statute shall be construed to prevent a state agency, statewide system, or political subdivision from acquiring a copyright or patent for a computer software program or components of a program created by that government agency. In the event that a government agency does acquire a patent or copyright to a computer software program or component of a program, the data shall be treated as trade secret information pursuant to section 13.37.

Subd. 6. Discoverability of not public data. If a state agency, political subdivision, or statewide system opposes discovery of government data or release of data pursuant to court order on the grounds that the data are classified as not public, the party that seeks access to the data may bring before the appropriate presiding judicial officer, arbitrator, or administrative law judge an action to compel discovery or an action in the nature of an action to compel discovery.

The presiding officer shall first decide whether the data are discoverable or releasable pursuant to the rules of evidence and of criminal, civil, or administrative procedure appropriate to the action.

If the data are discoverable the presiding officer shall decide whether the benefit to the party seeking access to the data outweighs any harm to the confidentiality interests of the agency maintaining the data, or of any person who has provided the data or who is the subject of the data, or to the privacy interest of an individual identified in the data. In making the decision, the presiding officer shall consider whether notice to the subject of the data is warranted and, if warranted, what type of notice must be given. The presiding officer may fashion and issue any protective orders necessary to assure proper handling of the data by the parties.

Subd. 7. Data transferred to archives. When government data that is classified as not public by this chapter or any other statute, including private data on decedents and confidential data on decedents, is physically transferred to the state archives, the data shall no longer be classified as not public and access to and use of the data shall be governed by section 138.17.

Subd. 8. Change to classification of data not on individuals. Except for security information, nonpublic and protected nonpublic data shall become public either ten years after the creation of the data by the government agency or ten years after the data was received or collected by any governmental agency unless the responsible authority for the originating or custodial agency for the data reasonably determines that, if the data were made available to the public or to the data subject, the harm to the public or to a data subject

would outweigh the benefit to the public or to the data subject. If the responsible authority denies access to the data, the person denied access may challenge the denial by bringing an action in district court seeking release of the data. The action shall be brought in the district court located in the county where the data are being maintained, or, in the case of data maintained by a state agency, in any county. The data in dispute shall be examined by the court in camera. In deciding whether or not to release the data, the court shall consider the benefits and harms in the same manner as set forth above. The court shall make a written statement of findings in support of its decision.

History: 1979 c 328 s 7; 1980 c 603 s 7; 1981 c 311 s 39; 1Sp1981 c 4 art 1 s 6; 1982 c 545 s 2,24; 1984 c 436 s 2-4; 1985 c 298 s 1-4; 1987c 351s 1; 1990 c 573 s 1

13.37 GENERAL NONPUBLIC DATA.

Subdivision 1. Definitions. As used in this section, the following terms have the meanings given them.

(a) "Security information" means government data the disclosure of which would be likely to substantially jeopardize the security of information, possessions, individuals or property against theft, tampering, improper use, attempted escape, illegal disclosure, trespass, or physical injury. "Security information" includes crime prevention block maps and lists of volunteers who participate in community crime prevention programs and their home addresses and telephone numbers.

(b) "Trade secret information" means government data, including a formula, pattern, compilation, program, device, method, technique or process (1) that was supplied by the affected individual or organization, (2) that is the subject of efforts by the individual or organization that are reasonable under the circumstances to maintain its secrecy, and (3) that derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.

(c) "Labor relations information" means management positions on economic and noneconomic items that have not been presented during the collective bargaining process or interest arbitration, including information specifically collected or created to prepare the management position.

Subd. 2. Classification. The following government data is classified as nonpublic data with regard to data not on individuals, pursuant to section 13.02, subdivision 9, and as private data with regard to data on individuals, pursuant to section 13.02, subdivision 12: Security information; trade secret information; sealed absentee ballots prior to opening by an election judge; sealed bids, including the number of bids received, prior to the opening of the bids; and labor relations information, provided that specific labor relations information which relates to a specific labor organization is classified as protected nonpublic data pursuant to section 13.02, subdivision 13.

Subd. 3. Data dissemination. Crime prevention block maps and names, home addresses, and telephone numbers of volunteers who participate in community crime prevention programs may be disseminated to volunteers participating in crime prevention programs.

History: 1980 c 603 s 15; 1981 c 311 s 11,39; 1982 c 545 s 24; 1984 c 436 s 15; 1985 c 248 s 4; 1990 c 573 s 3,4

16B.09 CONTRACTS AND PURCHASES, AWARD.

Subdivision 1. Lowest responsible bidder. All state contracts and purchases made by or under the supervision of the commissioner or an agency for which competitive bids are required must be awarded to the lowest responsible bidder, taking into consideration conformity with the specifications, terms of delivery, the purpose for which the contract or purchase is intended, the status and capability of the vendor, and other

considerations imposed in the call for bids. The commissioner may decide which is the lowest responsible bidder for all purchases and may use the principles of life cycle costing, where appropriate, in determining the lowest overall bid. As to contracts other than for purchases, the head of the interested agency shall make the decision, subject to the approval of the commissioner. Any or all bids may be rejected. In a case where competitive bids are required and where all bids are rejected, new bids, if solicited, must be called for as in the first instance, unless otherwise provided by law.

Subd. 2. Alterations and erasures. A bid containing an alteration or erasure of any price contained in the bid which is used in determining the lowest responsible bid must be rejected unless the alteration or erasure is corrected pursuant to this subdivision. An alteration or erasure may be crossed out and the correction printed in ink or typewritten adjacent to it and initialed in ink by the person signing the bid.

Subd. 3. Special circumstances. The commissioner may reject the bid of any bidder who has failed to perform a previous contract with the state. In the case of identical low bids from two or more bidders, the commissioner may use negotiated procurement methods with the tied low bidders for that particular transaction, so long as the price paid does not exceed the low tied bid price. The commissioner may award contracts to more than one bidder in accordance with subdivision I, if doing so does not decrease the service level or diminish the effect of competition.

Subd. 4. Record. A record must be kept of all bids, including names of bidders, amounts of bids, and each successful bid. This record is open to public inspection.

Subd. 5. Cooperative agreements; purchasing revolving fund. The commissioner may enter into cooperative purchasing agreements under section 471.59 with cities, counties, towns, school districts, or other political subdivisions or instrumentalities of a governmental unit or any entity that is statutorily authorized to purchase materials and services through state contracts. The cooperative purchasing revolving fund is a separate account in the state treasury. The commissioner may charge a fee to cover the commissioner's administrative expenses to government units that have joint or cooperative purchasing agreements with the state under section 471.59. The fees collected must be deposited in the revolving fund established by this subdivision. Money in the fund is appropriated to the commissioner to administer the programs and services covered by this section.

History: 1984 c 544 s 14; 1Sp1985 c 13 s 118; 1986 c 363 s 4; 1986 c 444; 1987 c 365 s 8; 1988 c 613 s 7,8; 1990 c 506 art 2 s 10; 1990 c 572 s 1

85.34 FORT SNELLING LEASE.

Subdivision 1. The commissioner of natural resources with the approval of the Executive Council may lease for purposes of restoration, preservation, historical and commercial use and development, that portion of Fort Snelling state park consisting of Officers' Row and the adjacent Golf Course and residential, storage and service buildings, all lying within an area bounded by Minneapolis-St. Paul International Airport, trunk highway numbered 5, Taylor avenue, Minnehaha avenue, and Bloomington Road. The lease shall be in a form approved by the attorney general and for a term of not to exceed 99 years.

Subd. 2. Admission to the property leased pursuant to subdivision 1 shall be exempt from any state park permit or admission fees imposed pursuant to law.

Subd. 3. The commissioner of public safety with the approval of the Executive Council may issue to the lessee or developer of the property leased pursuant to subdivision 1, an on-sale license for the sale of intoxicating liquor upon the leased property. The annual fee for the license issued pursuant to this subdivision shall be set by the commissioner of public safety at an amount comparable to the fee charged by municipalities in the surrounding area for a similar license. All provisions of chapter 340 shall apply to the sale of intoxicating liquor upon the leased property.

History: 1978 c 573 s 1

176.182 BUSINESS LICENSES OR PERMITS; COVERAGE REQUIRED.

Every state or local licensing agency shall withhold the issuance or renewal of a license or permit to operate a business in Minnesota until the applicant presents acceptable evidence of compliance with the workers' compensation insurance coverage requirement of section 176.181, subdivision 2, by providing the name of the insurance company, the policy number, and dates of coverage or the permit to self-insure. The commissioner shall assess a penalty to the employer of \$1,000 payable to the special compensation fund, if the information is not reported or is falsely reported.

Neither the state nor any governmental subdivision of the state shall enter into any contract for the doing of any public work before receiving from all other contracting parties acceptable evidence of compliance with the workers' compensation insurance coverage requirement of section 176.181, subdivision 2.

This section shall not be construed to create any liability on the part of the state or any governmental subdivision to pay workers' compensation benefits or to indemnify the special compensation fund, an employer, or insurer who pays workers' compensation benefits.

History: 1981 c 346 s 94; 1983 c 290 s 14; 1987 c 332 s 47

176.186 RECORDS FROM OTHER STATE AGENCIES.

Notwithstanding any other state law to the contrary except chapter 270B, the commissioner may obtain from the department of jobs and training, and office of the secretary of state, or any other state agency, upon request, names or lists of employers doing business in the state. This information shall be treated by the commissioner in the manner provided by chapter 13 and shall be used only for insurance verification by the commissioner.

History: 1983 c 290 s 121; 1984 c 514 art 3 s 2; 1Sp1985 c 14 art 9 s 75; 1989 c 184 art 2 s 8

181.59 DISCRIMINATION ON ACCOUNT OF RACE, CREED, OR COLOR PROHIBITED IN CONTRACT.

Every contract for or on behalf of the state of Minnesota, or any county, city, town, township, school, school district, or any other district in the state, for materials, supplies, or construction shall contain provisions by which the contractor agrees:

(1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material supplier, or vendor, shall, by reason of race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates;

(2) That no contractor, material supplier, or vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, or color;

(3) That a violation of this section is a misdemeanor; and

(4) That this contract may be canceled or terminated by the state, county, city, town, school board, or any other person authorized to grant the contracts for employment and all money due, or to become due under the contract, may be forfeited for a Second or any subsequent violation of the terms or conditions of this contract.

History: 1941 c 238; 1973 c 123 art 5 s 7; 1984 c 609 s 11

181.60 DEFINITIONS

Subdivision 1. **Terms.** For the purposes of sections 181.60 to 181.62, unless a different meaning is indicated by the context, the terms defined in this section shall have the meaning given them.

Subd. 2. **Employer.** "Employer" means any individual, partnership, association, corporation, legal representative, trustee, receiver, trustee in bankruptcy, and any common carrier by rail, motor, water, air or express company doing business in or operating within the state.

Subd. 3. **Employee.** "Employee" means any person who may be permitted, required, or directed by any employer, as defined in subdivision 2, in consideration of or indirect gain or profit, to engage in any employment.

History: 1951 c201 s 1

272.01 PROPERTY SUBJECT TO TAXATION.

Subdivision 1. All real and personal property in this state, and all personal property of persons residing therein, including the property of corporations, banks, banking companies, and bankers, is taxable, except Indian lands and such other property as is by law exempt from taxation.

Subd. 2. (a) When any real or personal property which is exempt from ad valorem taxes, and taxes in lieu thereof, is leased, loaned, or otherwise made available and used by a private individual, association, or corporation in connection with a business conducted for profit, there shall be imposed a tax, for the privilege of so using or possessing such real or personal property, in the same amount and to the same extent as though the lessee or user was the owner of such property.

(b) The tax imposed by this subdivision shall not apply to:

(1) property leased or used as a concession in or relative to the use in whole or Part of a public park, market, fairgrounds, port authority, economic development authority established under chapter 458C, municipal auditorium, municipal parking facility municipal museum, or municipal stadium;

(2) property of an airport owned by a city, town, county, or group thereof which is:

(i) leased to or used by any person or entity including a fixed base operator; and

(ii) used as a hangar for the storage or repair of aircraft or to provide aviation goods, services, or facilities to the airport or general public; the exception from taxation provided in this clause does not apply to:

(i) property located at an airport owned or operated by the metropolitan airports commission or by a city of over 50,000 population according to the most recent federal, census or such a city's airport authority; or

(ii) hangars leased by a private individual, association, or corporation in connection with a business conducted for profit other than an aviation-related business;

(3) property constituting or used as a public pedestrian ramp or concourse in connection with a public airport; or

(4) property constituting or used as a passenger check-in area or ticket sale counter, boarding area, or luggage claim area in connection with a public airport but not the airports owned or operated by the metropolitan airports commission or cities of over 50,000 population or an airport authority therein. Real estate owned by a municipality in connection with the operation of a public airport and leased or used for agricultural purposes is not exempt.

(c) Taxes imposed by this subdivision are payable as in the case of personal property taxes and shall be assessed to the lessees or users of real or personal property in the same manner as taxes assessed to owners of real or personal property, except that such taxes shall not become a lien against the property. When due, the taxes shall constitute a debt due from the lessee or user to the state, township, city, county, and school district for which the taxes were assessed and shall be collected in the same manner as personal property taxes. If property subject to the tax imposed by this subdivision is leased or used

jointly by two or more persons, each lessee or user shall be jointly and severally liable for payment of the tax.

(d) The tax on real property of the state or any of its political subdivisions that is leased by a private individual, association, or corporation and becomes taxable under this subdivision or other provision of law must be assessed and collected as a personal property assessment. The taxes do not become a lien against the real property.

Subd. 3. The provisions of subdivision 2 shall not apply to:

(a) Federal property for which payments are made in lieu of taxes in amounts equivalent to taxes which might otherwise be lawfully assessed;

(b) Real estate exempt from ad valorem taxes and taxes in lieu thereof which is leased, loaned, or otherwise made available to telephone companies or electric, light and power companies upon which personal property consisting of transmission and distribution lines is situated and assessed pursuant to section 273.37, 273.38, 273.40 and 273.41, or upon which are situated the communication lines of express, railway, telephone or telegraph companies, and pipelines used for the transmission and distribution of petroleum products;

(c) Property presently owned by any educational institution chartered by the territorial legislature;

(d) Indian lands;

(e) Property of any corporation organized as a tribal corporation under the Indian Reorganization Act of June 18, 1934, (Statutes at Large, volume 48, page 984);

(f) Real property owned by the state and leased pursuant to section 161.23 or 161.431, and acts amendatory thereto;

(g) Real property owned by a seaway port authority on June 1, 1967, upon which there has been constructed docks, warehouses, tank farms, administrative and maintenance buildings, railroad and ship terminal facilities and other maritime and transportation facilities or those directly related thereto, together with facilities for the handling of passengers and baggage and for the handling of freight and bulk liquids, and personal property owned by a seaway port authority used or usable in connection therewith, when said property is leased to a private individual, association or corporation, but only when such lease provides that the said facilities are available to the public for the loading and unloading of passengers and their baggage and the handling, storage, care, shipment, and delivery of merchandise, freight and baggage and other maritime and transportation activities and functions directly related thereto, but not including property used for grain elevator facilities; it being the declared policy of this state that such property when so leased is public property used exclusively for a public purpose, notwithstanding the one-year limitation in the provisions of section 273.19;

(h) Notwithstanding the provisions of clause (g), when the annual rental received by a seaway port authority in any calendar year for such leased property exceeds an amount reasonably required for administrative expense of the authority per year, plus promotional expense for the authority not to exceed the sum of \$100,000 per year, to be expended when and in the manner decided upon by the commissioners, plus an amount sufficient to pay all installments of principal and interest due, or to become due, during such calendar year and the next succeeding year on any revenue bonds issued by the authority, plus 25 percent of the gross annual rental to be retained by the authority for improvement, development, or other contingencies, the authority shall make a payment in lieu of real and personal property taxes of a reasonable portion of the remaining annual rental to the county treasurer of the county in which such seaway port authority is principally located. Any such payments to the county treasurer shall be disbursed by the treasurer on the same basis as real estate taxes are divided among the various governmental units, but if such port authority shall have received funds from the state of Minnesota and funds from any city and county pursuant to Laws 1957, chapters 648, 831, and 849 and acts amendatory thereof, then such disbursement by the county treasurer shall be on the same basis as real estate taxes are divided among the various governmental units, except that the portion of such payments

which would otherwise go to other taxing units shall be divided equally among the state of Minnesota and said County and city.

Subd. 4. In the event that any of the provisions of subdivision 3 render this act unconstitutional that portion of subdivision 3 shall be severable and of no effect.

History: (1974) *RL s 794; Ex1959 c 1 s 1; Ex1959 c 85 s 1; 1961 c 361 s 1; 1965 c 622 s 1; 1967 c 865 s 1; 1973 c 123 art 5 s 7, 1980 c 607 art 2 s 5; 1Sp1981 c 1 art 2 s 2; 1986 c 399 art 2 s 3; 1986 c 400 s 3; 1986 c 444; 1Sp1986 c 3 art 2 s 41; 1987 c 268 art 8 s 1,2; 1988 c 698 s 4; 1988 c 719 art 6 s 2; 1989 c 239 s 1; 1989 c 277 art 2 s 14*

273.19 LESSEES AND EQUITABLE OWNERS.

Subdivision 1. Except as provided in subdivision 3 or 4, tax-exempt property held under a lease for a term of at least one year, and not taxable under section 272.01, subdivision 2, or under a contract for the purchase thereof, shall be considered, for all purposes of taxation, as the property of the person holding it. In this subdivision, "tax-exempt property" means property owned by the United States, the state, a school, or any religious, scientific, or benevolent society or institution, incorporated or unincorporated, or any corporation whose property is not taxed in the same manner as other property. This subdivision does not apply to property exempt from taxation under section 272.01, subdivision 2, paragraph (b), clauses (2), (3), and (4).

Subd. 1a. For purposes of this section, a lease includes any agreement permitting a nonexempt person or entity to use the property, regardless of whether the agreement is characterized as a lease. A lease has a "term of at least one year" if the term is for a period of less than one year and the lease permits the parties to renew the lease without requiring that similar terms for leasing the property will be offered to other applicants or bidders through a competitive bidding or other form of offer to potential lessees or users.

Subd. 2. The provisions of subdivision 1 shall not apply to any property owned by a seaway port authority exempt from taxation under the provisions of section 272.01, subdivision 3.

Subd. 3. The net tax capacity of property held under a lease for a term of at least one year which (i) is located within a federal reservation; (ii) has been conveyed to the state of Minnesota by the federal government; and (iii) had been occupied and used by a branch of the armed services of the United States, shall be no greater than the value added to the property by improvements to the property made by the lessee.

Subd. 4. Property held under a lease for a term of at least one year which is owned by the United States and located within a national park shall be exempt, provided the property was acquired by the United States by condemnation or purchased by the United States under threat of condemnation, and within a reasonable time leased back for non commercial residential purposes to the person owning the property at the time of acquisition by the United States. If property exempt under this subdivision is subsequently leased or subleased for a term of at least one year to another person, it shall no longer qualify for the exemption provided in this subdivision and shall be placed on the assessment rolls as provided in section 272.02, subdivision 4, and taxed pursuant to subdivision 1 of this section.

The value of improvements made to property otherwise exempt pursuant to this subdivision which are owned by the lessee or to which the lessee has salvage rights shall be taxable to the lessee pursuant to subdivision 1.

Subd. 5. Notwithstanding the provisions of subdivision 4, real and personal property used or to be used primarily for the production of hydroelectric or hydromechanical power and leased from the state or a local governmental unit pursuant to section 103G.535 may be exempt from taxation or payments in lieu of taxes.

The exemption from taxation or payments in lieu of taxes provided by this subdivision does not apply to hydroelectric or hydromechanical facilities operated at any time between January 1, 1980 and January 1, 1984.

History: (1996) *RL s 813; Ex1959 c l s 2; 1967 c 865 s 2; 1978 c 756 s l,2; 1980 c 607 art 2 s 16; lSp1981 c 1 art 2 s 13,14; 1984 c 502 art 3 s 15; 1985 c 300 s 9; 1987 c 268 art 8 s 4-7; 1988 c 719 art 5 s 84; 1989 c 239 s 2; 1989 c 329 art 15 s 20; 1990 c 391 art 8 s 34*

363.03 UNFAIR DISCRIMINATORY PRACTICES.

Subdivision 1. Employment. Except when based on a bona fide occupational qualification, it is an unfair employment practice:

(1) For a labor organization, because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, or age,

(a) to deny full and equal membership rights to a person seeking membership or to a member;

(b) to expel a member from membership;

(c) to discriminate against a person seeking membership or a member with respect to hiring, apprenticeship, tenure, compensation, terms, upgrading, conditions, facilities, or privileges of employment; or

(d) to fail to classify properly, or refer for employment or otherwise to discriminate against a person or member.

(2) For an employer, because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, membership or activity in a local commission disability, or age,

(a) to refuse to hire or to maintain a system of employment which unreasonably excludes a person seeking employment; or

(b) to discharge an employee; or

(c) to discriminate against a person with respect to hiring, tenure, compensation, terms, upgrading, conditions, facilities, or privileges of employment.

(3) For an employment agency, because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, or age,

(a) to refuse or fail to accept, register, classify properly, or refer for employment or otherwise to discriminate against a person; or

(b) to comply with a request from an employer for referral of applicants for employment if the request indicates directly or indirectly that the employer fails to comply with the provisions of this chapter.

(4) For an employer, employment agency, or labor organization, before a person is employed by an employer or admitted to membership in a labor organization, to

(a) require or request the person to furnish information that pertains to race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, or age; or, subject to section 363.02, subdivision 1, to require or request a person to undergo physical examination; unless for the sole and exclusive purpose of national security, information pertaining to national origin is required by the United States, this state or a political subdivision or agency of the United States or this state, or for the sole and exclusive purpose of compliance with the public contracts act or any rule, regulation, or laws of the United States or of this state requiring the information or examination. A law enforcement agency may, after notifying an applicant for a peace officer or part-time peace officer position that the law enforcement agency is commencing the background investigation on the applicant, request the applicant's date of birth, gender, and race on a separate form for the sole and exclusive purpose of conducting a criminal history check, a driver's license check, and fingerprint criminal history inquiry. The form shall include a statement indicating why the data is being collected and what its limited use will be. No document which has date of birth, gender, or race information will be included in the information given to or available to any person who is involved in selecting the person or persons employed other than the background investigator. No person may act both as background investigator and be involved in the selection of an employee except that

the background investigator's report about background may be used in that selection as long as no direct or indirect references are made to the applicant's race, age, or gender; or

(b) seek and obtain for purposes of making a job decision, information from any source that pertains to the person's race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, or age, unless for the sole and exclusive purpose of compliance with the public contracts act or any rule, regulation, or laws of the United States or of this state requiring the information; or

(c) cause to be printed or published a notice or advertisement that relates to employment or membership and discloses a preference, limitation, specification, or discrimination based on race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, or age.

Any individual who is required to provide information that is prohibited by this subdivision is an aggrieved party under section 363.06.

(5) For an employer, an employment agency, or a labor organization, with respect to all employment related purposes, including receipt of benefits under fringe benefit programs, not to treat women affected by pregnancy, childbirth, or disabilities related to pregnancy or childbirth, the same as other persons who are not so affected but who are similar in their ability or inability to work, including a duty to make reasonable accommodations as provided by paragraph (6).

(6) For an employer with 50 or more permanent, full-time employees, an employment agency, or a labor organization, not to make reasonable accommodation to the known disability of a qualified person or job applicant unless the employer, agency, or organization can demonstrate that the accommodation would impose an undue hardship on the business, agency, or organization. "Reasonable accommodation" means steps which must be taken to accommodate the known physical or mental limitations of a qualified disabled person. "Reasonable accommodation" may include but is not limited to, nor does it necessarily require: (a) making facilities readily accessible to and usable by disabled persons; and (b) job restructuring, modified work schedules, acquisition or modification of equipment or devices, and the provision of aides on a temporary or periodic basis.

In determining whether an accommodation would impose an undue hardship on the operation of a business or organization, factors to be considered include:

(a) the overall size of the business or organization with respect to number of employees or members and the number and type of facilities;

(b) the type of the operation, including the composition and structure of the work force, and the number of employees at the location where the employment would occur;

(c) the nature and cost of the needed accommodation;

(d) the reasonable ability to finance the accommodation at each site of business; and

(e) documented good faith efforts to explore less restrictive or less expensive alternatives, including consultation with the disabled person or with knowledgeable disabled persons or organizations.

A prospective employer need not pay for an accommodation for a job applicant if it is available from an alternative source without cost to the employer or applicant.

Subd. 1 a. Disclosure of medical information. If any health care records or medical information adversely affects any hiring, firing, or promotional decision concerning an

applicant or employee, the employer must notify the affected party of that information within ten days of the final decision.

Subd. 2. Real property. It is an unfair discriminatory practice:

(1) For an owner, lessee, sublessee, assignee, or managing agent of, or other person having the right to sell, rent or lease any real property, or any agent of any of these:

(a) to refuse to sell, rent, or lease or otherwise deny to or withhold from any person or group of persons any real property because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, or familial status; or

(b) to discriminate against any person or group of persons because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, or familial status in the terms, conditions or privileges of the sale, rental or lease of any real property or in the furnishing of facilities or services in connection therewith, except that nothing in this clause shall be construed to prohibit the adoption of reasonable rules intended to protect the safety of minors in their use of the real property or any facilities or services furnished in connection therewith; or

(c) in any transaction involving real property, to print, circulate or post or cause to be printed, circulated, or posted any advertisement or sign, or use any form of application for the purchase, rental or lease of real property, or make any record or inquiry in connection with the prospective purchase, rental, or lease of real property which expresses, directly or indirectly, any limitation, specification, or discrimination as to race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, or familial status, or any intent to make any such limitation, specification, or discrimination except that nothing in this clause shall be construed to prohibit the advertisement of a dwelling unit as available to adults-only if the person placing the advertisement reasonably believes that the provisions of this subdivision prohibiting discrimination because of familial status do not apply to the dwelling unit.

(2) For a real estate broker, real estate salesperson, or employee, or agent thereof:

(a) to refuse to sell, rent, or lease or to offer for sale, rental or lease any real property to any person or group of persons or to negotiate for the sale, rental, or lease of any real property to any person or group of persons because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, or familial status or represent that real property is not available for inspection, sale rental, or lease when in fact it is so available, or otherwise deny or withhold any real property or any facilities of real property to or from any person or group of persons because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, or familial status; or

(b) to discriminate against any person because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, or familial status in the terms, conditions or privileges of the sale, rental or lease of real property or in the furnishing of facilities or services in connection therewith; or

(c) to print, circulate, or post or cause to be printed, circulated, or posted any advertisement or sign, or use any form of application for the purchase, rental, or lease of any real property or make any record or inquiry in connection with the prospective purchase, rental or lease of any real property, which expresses directly or indirectly, any limitation, specification or discrimination as to race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, or familial status or any intent to make any such limitation, specification, or discrimination except that nothing in this clause shall be construed to prohibit the advertisement of a dwelling unit as available to adults-only if the person placing the advertisement reasonably believes that the provisions of this subdivision prohibiting discrimination because of familial status do not apply to the dwelling unit.

(3) For a person, bank, banking organization, mortgage company, insurance company, or other financial institution or lender to whom application is made for financial assistance for the purchase, lease, acquisition, construction, rehabilitation, repair or maintenance of any real property or any agent or employee thereof:

(a) to discriminate against any person or group of persons because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, or familial status of the person or group of persons or of the prospective occupants or tenants of the real property in the granting, withholding, extending, modifying or renewing, or in the rates, terms, conditions, or privileges of the financial assistance or in the extension of services in connection therewith; or

(b) to use any form of application for the financial assistance or make any record or inquiry in connection with applications for the financial assistance which expresses, directly or indirectly, any limitation, specification, or discrimination as to race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, or familial status or any intent to make any such limitation, specification, or discrimination; or

(c) to discriminate against any person or group of persons who desire to purchase, lease, acquire, construct, rehabilitate, repair, or maintain real property in a specific urban or rural area or any part thereof solely because of the social, economic, or environmental conditions of the area in the granting, withholding, extending, modifying, or renewing, or in the rates, terms, conditions, or privileges of the financial assistance or in the extension of services in connection therewith.

(4) For any real estate broker or real estate salesperson, for the purpose of inducing a real property transaction from which the person, the person's firm, or any of its members may benefit financially, to represent that a change has occurred or will or may occur in the composition with respect to race, creed, color, national origin, sex, marital status, status with regard to public assistance, or disability of the owners or occupants in the block, neighborhood, or area in which the real property is located, and to represent, directly or indirectly, that this change will or may result in undesirable consequences in the block, neighborhood, or area in which the real property is located, including but not limited to the lowering of property values, an increase in criminal or antisocial behavior, or a decline in the quality of schools or other public facilities.

(5) For a person to deny a totally or partially blind, physically handicapped, or deaf person with a service dog full and equal access to real property provided in this section. The person may not be required to pay extra compensation for the service dog but is liable for damage done to the premises by the service dog.

(6) For a person to coerce, intimidate, threaten, or interfere with a person in the exercise or enjoyment of, or on account of that person having exercised or enjoyed, or on account of that person having aided or encouraged a third person in the exercise or enjoyment of, any right granted or protected by this subdivision.

Notwithstanding the provisions of any law, ordinance, or home rule charter to the contrary, no person shall be deemed to have committed an unfair discriminatory practice based upon age if the unfair discriminatory practice alleged is attempted or accomplished for the purpose of obtaining or maintaining one of the exemptions provided for a dwelling unit provided for in section 363.02, subdivision 2.

Subd. 2a. Real property, disability discrimination. (a) For purposes of subdivision 2, discrimination includes:

(1) a refusal to permit, at the expense of the disabled person, reasonable modifications of existing premises occupied or to be occupied by the disabled person if modifications may be necessary to afford the disabled person full enjoyment of the premises; a landlord may, where it is reasonable to do so, condition permission for a modification on the renter agreeing to restore the interior of the premises to the condition that existed before the modification, excluding reasonable wear and tear;

(2) a refusal to make reasonable accommodations in rules, policies, practices, or services, when accommodations may be necessary to afford a disabled person equal opportunity to use and enjoy a dwelling; or

(3) in connection with the design and construction of covered multifamily dwellings for first occupancy after March 13, 1991, a failure to design and construct those dwellings in a manner that:

(i) the public use and common use portions are readily accessible to and usable by a disabled person;

(ii) all the doors designed to allow passage into and within all premises are sufficiently wide to allow passage by disabled persons in wheelchairs; and

(iii) all premises contain the following features of adaptive design: an accessible route into and through the dwelling; light switches, electrical outlets, thermostats, and other environmental controls in accessible locations; reinforcements in bathroom walls to allow later installation of grab bars; and usable kitchens and bathrooms so that an individual in a wheelchair can maneuver about the space.

(b) As used in this subdivision, the term "covered multifamily dwellings" means:

(1) a building consisting of four or more units if the building has one or more elevators; and

(2) ground floor units in other buildings consisting of four or more units.

(c) This subdivision does not invalidate or limit any law of the state or political subdivision of the state, or other jurisdiction in which this subdivision applies, that requires dwellings to be designed and constructed in a manner that affords disabled persons greater access than is required by this subdivision.

(d) This subdivision does not require that a dwelling be made available to an individual whose tenancy would constitute a direct threat to the health or safety of other individuals or whose tenancy would result in substantial physical damage to the property of others.

Subd. 3. Public accommodations. It is an unfair discriminatory practice:

(1) To deny any person the full and equal enjoyment of the goods, services, facilities, privileges, advantages, and accommodations of a place of public accommodation because of race, color, creed, religion, disability, national origin, or sex. It is an unfair discriminatory practice for a taxicab company to discriminate in the access to, full utilization of, or benefit from service because of a person's disability.

(2) For a place of public accommodation not to make reasonable accommodation to the known physical disability of a disabled person, In determining whether an accommodation is reasonable, the factors to be considered may include:

(a) the frequency and predictability with which members of the public will be served by the accommodation at that location;

(b) the size of the business or organization at that location with respect to physical size, annual gross revenues, and the number of employees;

(c) the extent to which disabled persons will be further served from the accommodation;

(d) the type of operation;

(e) the nature and amount of both direct costs and legitimate indirect costs of making the accommodation and the reasonableness for that location to finance the accommodation;

(f) the extent to which any persons may be adversely affected by the accommodation.

State or local building codes control where applicable. Violations of state or local building codes are not violations of this chapter and must be enforced under normal building code procedures. Nothing in this subdivision requires structural changes to real property except as required by state or local building codes.

This subdivision does not create a different standard of care. It applies only to unfair discriminatory practice cases brought under this statute and to no other causes of action.

Subd. 4. Public service. It is an unfair discriminatory practice:

(1) To discriminate against any person in the access to, admission to, full utilization of or benefit from any public service because of race, color, creed, religion, national origin, disability, sex or status with regard to public assistance or to fail to ensure physical and program access for disabled persons unless the public service can demonstrate that providing the access would impose an undue hardship on its operation. In determining whether providing physical and program access would impose an undue hardship, factors to be considered include:

(a) the type and purpose of the public service's operation;

- (b) the nature and cost of the needed accommodation;
- (c) documented good faith efforts to explore less restrictive or less expensive alternatives; and
- (d) the extent of consultation with knowledgeable disabled persons and organizations.

Physical and program access must be accomplished within six months of the effective date of this section, except for needed architectural modifications, which must be made within two years of the effective date of this section.

(2) For public transit services to discriminate in the access to, full utilization of, or benefit from service because of a person's disability. Public transit services may use any of a variety of methods to provide transportation for disabled people, provided that persons who are disabled are offered transportation that, in relation to the transportation offered non disabled persons, is:

(a) in a similar geographic area of operation. To the extent that the transportation provided disabled people is not provided in the same geographic area of operation as that provided non disabled people, priority must be given to those areas which contain the largest percent of disabled riders. A public transit service may not fail to provide transportation to disabled persons in a geographic area for which it provides service to non disabled persons if doing so will exclude a sizable portion of the disabled ridership;

- (b) during similar hours of operation;
- (c) for comparable fares;
- (d) with similar or no restrictions as to trip purpose; and
- (e) with reasonable response time.

Public transit services must meet these five criteria for the provision of transit services within three years of the effective date of this section.

Subd. 4a. [Repealed, 1983 c 276 s 11]

Subd. 5. Educational institution. It is an unfair discriminatory practice:

(1) To discriminate in any manner in the full utilization of or benefit from any educational institution, or the services rendered thereby to any person because of race, color, creed, religion, national origin, sex, age, marital status, status with regard to public assistance or disability, or to fail to ensure physical and program access for disabled persons. For purposes of this paragraph, program access includes but is not limited to providing taped texts, interpreters or other methods of making orally delivered materials available, readers in libraries, adapted classroom equipment, and similar auxiliary aids or services. Program access does not include providing attendants, individually prescribed devices, readers for personal use or study, or other devices or services of a personal nature.

(2) To exclude, expel, or otherwise discriminate against a person seeking admission as a student, or a person enrolled as a student because of race, color, creed, religion, national origin, sex, age, marital status, status with regard to public assistance or disability.

(3) To make or use a written or oral inquiry, or form of application for admission that elicits or attempts to elicit information, or to make or keep a record, concerning the race, color, creed, religion, national origin, sex, age, marital status or disability of a person seeking admission, except as permitted by rules of the department.

Subd. 6. Aiding and abetting and obstruction. It is an unfair discriminatory practice for any person:

(1) Intentionally to aid, abet, incite, compel, or coerce a person to engage in any of the practices forbidden by this chapter;

(2) Intentionally to attempt to aid, abet, incite, compel, or coerce a person to engage in any of the practices forbidden by this chapter;

(3) To intentionally obstruct or prevent any person from complying with the provisions of this chapter, or any order issued thereunder, or to resist, prevent, impede, or interfere with the commissioner or any of the commissioner's employees or representatives in the performance of duty under this chapter.

Subd. 7. Reprisals. It is an unfair discriminatory practice for any employer, labor organization, employment agency, public accommodation, public service, educational institution, or owner, lessor, lessee, sublessee, assignee or managing agent of any real property, or any real estate broker, real estate salesperson, or employee or agent thereof to intentionally engage in any reprisal against any person because that person:

(1) Opposed a practice forbidden under this chapter or has filed a charge, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under this chapter; or

(2) Associated with a person or group of persons who are disabled or who are of different race, color, creed, religion, or national origin.

A reprisal includes, but is not limited to, any form of intimidation, retaliation, or harassment. It is a reprisal for an employer to do any of the following with respect to an individual because that individual has engaged in the activities listed in clause (1) or (2): refuse to hire the individual; depart from any customary employment practice; transfer or assign the individual to a lesser position in terms of wages, hours, job classification, job security, or other employment status; or inform another employer that the individual has engaged in the activities listed in clause (1) or (2).

Subd. 8. Credit; discrimination. It is an unfair discriminatory practice:

(1) to discriminate in the extension of personal or commercial credit to a person, or in the requirements for obtaining credit, because of race, color, creed, religion, disability, national origin, sex, or marital status; or

(2) for a credit card issuer to refuse to issue a credit card to a woman under her current or former surname unless there is an intent to defraud or mislead, except that a credit card issuer may require that a woman requesting a card under a former surname open a separate account in that name. A credit card issuer may also require disclosure of any other names under which the credit card applicant may have a credit history.

Subd. 8a. Business discrimination. It is an unfair discriminatory practice for a person engaged in a trade or business or in the provision of a service:

(a) to refuse to do business with or provide a service to a woman based on her use of her current or former surname; or

(b) to impose, as a condition of doing business with or providing a service to a woman, that a woman use her current surname rather than a former surname; or

(c) intentionally to refuse to do business with, to refuse to contract with, or to discriminate in the basic terms, conditions, or performance of the contract because of a person's race, color, sex, or disability, unless the alleged refusal or discrimination is because of a legitimate business purpose.

Nothing in this subdivision shall prohibit positive action plans.

Subd. 8b. Violation of act. It shall be a violation of this chapter for any person furnishing credit service to discriminate against any person who is the recipient of federal, state, or local public assistance, including medical assistance, or who is a tenant receiving federal, state, or local housing subsidies, including rental assistance or rent supplements, because the individual is such a recipient.

Subd. 9. Interference with pension rights. For purposes of subdivision 1 discrimination on account of age shall include acts which interfere with an employee's opportunity to acquire pension credits or pension benefits when the interference cannot be shown to have been based on just cause unrelated to the employee's status with regard to pension credits or pension benefits.

Subd. 10. Discrimination against blind, handicapped, or deaf persons prohibited. (a) It is an unfair discriminatory practice for an owner, operator or manager of a hotel, restaurant, public conveyance or other public place, to prohibit a blind, physically handicapped, or deaf person from taking a service dog into the public place or conveyance if the service dog can be properly identified as being from a recognized school for seeing eye, hearing ear, service, or guide dogs, and if the dog is properly harnessed or

leashed so that the blind, physically handicapped, or deaf person may maintain control of the dog.

(b) No person shall require a blind, physically handicapped, or deaf person to make an extra payment or pay an additional charge when taking a service dog into any of the public places referred to in paragraph (a).

Subd. 11. Disparate impact cases. If the complaining party has met its burden of showing that an employment practice is responsible for a statistically significant adverse impact on a particular class of persons protected by section 363.03, subdivision 1, clause (2), an employer must justify that practice by demonstrating that the practice is manifestly related to the job or significantly furthers an important business purpose. Upon establishment of this justification, the charging party may prevail upon demonstration of the existence of a comparably effective practice that the court finds would cause a significantly lesser adverse impact on the identified protected class.

History: 1955 c 516 s 5; 1961 c 428 s 5; 1965 c 585 s 2; 1965 c 586 s 1; 1967 c 897 s 12-16; 1969 c 9 s 80; 1969 c 975 s 3-5; 1973 c 296 s 1; 1973 c 729 s 3,16; 1974 c 354 s 1; 1975 c 206 s 2-5; 1977 c 351 s 5-7; 1977 c 408 s 3; 1980 c 531 s 4; 1980 c 540 s 1,2; 1981 c 330 s 1; 1982 c 517 s 8; 1983 c 216 art 1 s 59, 1983 c 276 s 7-10; 1984 c 533 s 2,3; 1985 c 248 s 70; 1986 c 444; 1987 c 23 s 3; 1987 c 129 s 3; 1987 c 141 s 2; 1987 c 245 s 1; 1988 c 660 s 4; 1989 c 280 s 9-14,21; 1990 c 567 s 3-6

363.073 CERTIFICATES OF COMPLIANCE FOR PUBLIC CONTRACTS.

Subdivision 1. Scope of application. No department or agency of the state shall accept any bid or proposal for a contract or agreement or execute any contract or agreement for goods or services in excess of \$50,000 with any business having more than 20 full-time employees at any time during the previous 12 months, unless the firm or business has an affirmative action plan for the employment of minority persons, women, and the disabled that has been approved by the commissioner of human rights. Receipt of a certificate of compliance issued by the commissioner shall signify that a firm or business has an affirmative action plan that has been approved by the commissioner. A certificate shall be valid for a period of two years. A municipality as defined in section 466.0 1, subdivision 1, that receives state money for any reason is encouraged to prepare and implement an affirmative action plan for the employment of minority persons, women, and the disabled and submit the plan to the commissioner of human rights.

Subd. 2. Revocation of certificate. Certificates of compliance may be suspended or revoked by the commissioner if a holder of a certificate has not made a good faith effort to implement an affirmative action plan that has been approved by the commissioner. If a contractor does not effectively implement an affirmative action plan approved by the commissioner pursuant to subdivision 1, or fails to make a good faith effort to do so, the commissioner may refuse to approve subsequent plans submitted by that firm or business.

Subd. 3. Revocation of contract. A contract awarded by a department or agency of the state may be terminated or abridged by the department or agency because of suspension or revocation of a certificate based upon a contractor's failure to implement or make a good faith effort to implement an affirmative action plan approved by the commissioner under this section. If a contract is awarded to a person who does not have a contract compliance certificate required under subdivision 1, the commissioner may void the contract on behalf of the state.

Subd. 4. Technical assistance. In the case of a contractor whose certificate of compliance has been suspended, the commissioner shall provide technical assistance that may enable the contractor to be recertified within 90 days after the contractor's certificate has been suspended.

History: 1969 c 975 s 19; 1974 c 527 s 1; 1981 c 326 s 1; 1981 c 356 s 377; 1Sp1981 c 4 art 3 s 14; art 4 s 33; 1988 c 660 s 8,9; 1989 c 280 s 16; 1989 c 329 art 9 s 27; 1989 c 335 art 1 s 244

CHAPTER 466

TORT LIABILITY, POLITICAL SUBDIVISIONS

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466.01 DEFINITIONS.

Subdivision 1. **Municipality.** For the purposes of sections 466.01 to 466.15, "municipality" means any city, whether organized under home rule charter or otherwise, any county, town, public authority, public corporation, special district, school district, however organized, county agricultural society organized pursuant to chapter 38, joint powers board or organization created under section 471.59 or other statute, public library, regional public library system, multicounty multitype library system, or other political subdivision.

Subd. 2. For the purposes of sections 466.01 to 466.15, the "governing body of a town" means the board of supervisors thereof; "school district" includes an unorganized territory as defined in Minnesota Statutes 1961, section 120.02, subdivision 17.

Subd. 3. For the purposes of sections 466.01 to 466.15, "release" and "hazardous substance" have the meanings given in section 11 5B.02.

Subd. 4. For the purposes of sections 466.01 to 466.15, "day care facility" has the meaning given it in section 245.782, subdivision 5.

Subd. 5. For the purposes of sections 466.01 to 466.15, "provider" has the meaning given it in section 245.882, subdivision 12.

Subd. 6. **Employee, officer, or agent.** For the purposes of sections 466.01 to 466.15, E "employee," "officer," or "agent" means a present or former employee, officer, or agent of a municipality, or other person acting on behalf of the municipality in an official capacity, temporarily or permanently, with or without compensation, but does not include an independent contractor. "Employee" includes court administrators and their staff under chapter 485, district administration staff in the second and fourth judicial districts, guardians ad litem, and other employees within the court system whose salaries are paid by the county, other than employees who remain on the county payroll under section 480.18 1, subdivision 2.

History: 1963 c 798 s 1; 1973 c 123 art 5 s 7; 1978 c 659 s 3; 1983 c 121 s 27; 1983 c 280 s 2; 1986 c 395 s 12,13; 1986 c 455 s 64; 1988 c 708 s 7; 1989 c 335 art 3 s 12

466.02 TORT LIABILITY.

Subject to the limitations of sections 466.01 to 466.15, every municipality is subject to liability for its torts and those of its officers, employees and agents acting within the scope of their employment or duties whether arising out of a governmental or proprietary function.

History: 1963 c 798 s 2; 1976 c 2 s 142

466.03 EXCEPTIONS.

Subdivision 1. **Scope.** Section 466.02 does not apply to any claim enumerated in this section. As to any such claim every municipality shall be liable only in accordance with

the applicable statute and where there is no such statute, every municipality shall be immune from liability.

Subd. 2. [Repealed, 1987 c 346 s 18]

Subd. 3. **Tax claims.** Any claim in connection with the assessment and collection of taxes.

Subd. 4. **Accumulations of snow and ice.** Any claim based on snow or ice conditions on any highway or public sidewalk that does not abut a publicly-owned building or publicly-owned parking lot, except when the condition is affirmatively caused by the negligent acts of the municipality.

Subd. 5. **Execution of statute.** Any claim based upon an act or omission of an officer or employee, exercising due care, in the execution of a valid or invalid statute, charter, ordinance, resolution, or rule.

Subd. 6. **Discretionary acts.** Any claim based upon the performance or the failure to exercise or perform a discretionary function or duty, whether or not the discretion is abused.

Subd. 6a. **Driving under the influence; custody of motor vehicle.** Any claim for which recovery is prohibited by section 169.121, subdivision 9.

Subd. 6b. **Unimproved property.** Any claim based upon the condition of unimproved real property owned by the municipality.

Subd. 6c. **Water access sites.** Any claim based upon the construction, operation or maintenance by a municipality of a water access site created by the iron range resources and rehabilitation board. A water access site under this subdivision that provides access to an idled, water filled mine pit also includes the entire water filled area of the pit, and, further, claims related to a mine pit water access site under this subdivision include those based upon the caving or slumping of mine pit walls.

Subd. 6d. **Licensing of providers.** A claim against a municipality based on the failure of a provider to meet the standards needed for a license to operate a day care facility, as defined in section 245.782, subdivision 5, for children, unless the municipality had actual knowledge of a failure to meet licensing standards that resulted in a dangerous condition that foreseeably threatened the plaintiff.

Subd. 6e. **Parks and recreation areas.** Any claim based upon the construction, operation, or maintenance of any property owned or leased by the municipality that is intended or permitted to be used as a park, as an open area for recreational purposes, or for the provision of recreational services, or from any claim based on the clearing of land, removal of refuse, and creation of trails or paths without artificial surfaces, if the claim arises from a loss incurred by a user of park and recreation property or services. Nothing in this subdivision limits the liability of a municipality for conduct that would entitle a trespasser to damages against a private person.

Subd. 7. **Other immunity.** Any claim against a municipality as to which the municipality is immune from liability by the provisions of any other statute.

Subd. 8. Any claim for a loss other than injury to or loss of property or personal injury or death.

Subd. 9. Any claim for a loss of benefits or compensation due under a program of public assistance or public welfare, except where municipal compensation for loss is expressly required by federal law in order for the municipality to receive federal grants in-aid.

Subd. 10. Any claim for a loss based on the failure of any person to meet the standards needed for a license, permit, or other authorization issued by the municipality or its agents.

Subd. 11. Any claim for a loss based on the usual care and treatment, or lack of care and treatment, of any person at a municipal hospital or corrections facility where reasonable use of available funds has been made to provide care.

Subd. 12. Any claim for a loss, damage, or destruction of property of a patient or inmate of a municipal institution.

Subd. 13. Any claim for a loss caused by the condition of unimproved real property owned by a municipality, which means land that the municipality has not improved, land that is owned or administered by the municipality that contains idled or abandoned mine pits or shafts, and appurtenances, fixtures, and attachments to land that the municipality has neither affixed nor improved.

Subd. 14. Any claim for a loss for which recovery is prohibited by section 169.121, subdivision 9.

Subd. 15. Any claim against a municipality, if the same claim would be excluded under section 3.736, if brought against the state.

Subd. 16. Any claim against a county, arising from the operation of an all-terrain vehicle on land administered by a county under chapter 280, 281, or 282, except that the county is liable for conduct that would entitle a trespasser to damages against a private person.

History: 1963 c 798 s 3; 1975 c 359 s 23; 1982 c 423 s 13; 1983 c 362 s 1; 1985 c 248 s 70; 1Sp1985 c 13 s 346; 1986 c 395 s 14; 1986 c 455 s 65-74; 1988 c 530 s 9,10; 1989 c 331 s 24

466.04 MAXIMUM LIABILITY.

Subdivision 1. **Limits; punitive damages.** (a) Liability of any municipality on any claim within the scope of sections 466.01 to 466.15 shall not exceed:

(1) \$200,000 when the claim is one for death by wrongful act or omission and \$200,000 to any claimant in any other case;

(2) \$600,000 for any number of claims arising out of a single occurrence; or

(3) twice the limits provided in clauses (1) and (2) when the claim arises out of the release or threatened release of a hazardous substance, whether the claim is brought under sections 115B.01 to 115B.15 or under any other law.

(b) No award for damages on any such claim shall include punitive damages.

Subd. 1a. **Officers and employees.** The liability of an officer or an employee of any municipality for a tort arising out of an alleged act or omission occurring in the performance of duty shall not exceed the limits set forth in subdivision 1, unless the officer or employee provides professional services and also is employed in the profession for compensation by a person or persons other than the municipality.

Subd. 1b. **Total claim.** The total liability of the municipality on a claim against it and against its officers or employees arising out of a single occurrence shall not exceed the limits set forth in subdivision 1.

Subd. 2. **Inclusions.** The limitation imposed by this section on individual claimants includes damages claimed for loss of services or loss of support arising out of the same tort.

Subd. 3. **Disposition of multiple claims.** Where the amount awarded to or settled upon multiple claimants exceeds \$600,000, any party may apply to any district court ~; to apportion to each claimant a proper share of the total amount limited by subdivision 1. The share apportioned each claimant shall be in the proportion that the ratio of the award or settlement made to each bears to the aggregate awards and settlements for all claims arising out of the occurrence.

History: 1963 c 798 s 4; 1976 c 264 s 1-3; 1983 c 121 s 28; 1983 c 331 s 2,3; 1986 c 444; 1989 c 325 s 50

466.05 NOTICE OF CLAIM.

Subdivision 1. **Notice required.** Except as provided in subdivisions 2 and 3, every person, whether plaintiff, defendant or third party plaintiff or defendant, who claims damages from any municipality or municipal employee acting within the scope of employment for or on account of any loss or injury within the scope of section 466.02 all cause to be presented to the governing body of the municipality within 180 days after the

alleged loss or injury is discovered a notice stating the time, place and circumstances thereof, the names of the municipal employees known to be involved, and the amount of compensation or other relief demanded. Actual notice of sufficient facts to reasonably put the governing body of the municipality or its insurer on notice of a possible claim shall be construed to comply with the notice requirements of this section. Failure to state the amount of compensation or other relief demanded does not invalidate the notice; but in such case, the claimant shall furnish full information regarding the nature and extent of the injuries and damages within 15 days after demand by the municipality. The time for giving such notice does not include the time, during which the person injured is incapacitated by the injury from giving the notice.

Subd. 2. Claims for wrongful death; notice. When the claim is one for death by wrongful act or omission, the notice may be presented by the personal representative surviving spouse, or next of kin, or the consular officer of the foreign country of which the deceased was a citizen, within one year after the alleged injury or loss resulting in such death; if the person for whose death the claim is made has presented a notice that would have been sufficient had the person lived an action for wrongful death may be brought without any additional notice.

History: 1963 c 798 s 5; 1974 c 311 s 1; 1976 c 264 s 4,5; 1986 c 444; 1986 c 455

466.06 LIABILITY INSURANCE.

The governing body of any municipality may procure insurance against liability of the municipality and its officers, employees, and agents for damages, including punitive damages, resulting from its torts and those of its officers, employees, and agents, including torts specified in section 466.03 for which the municipality is immune from liability. The insurance may provide protection in excess of the limit of liability imposed by section 466.04. If a municipality other than a school district has the authority to levy taxes, the premium costs for such insurance may be levied in excess of any per capita or local tax rate tax limitation imposed by statute or charter. Any independent board or commission in the municipality having authority to disburse funds for a particular municipal function without approval of the governing body may similarly procure liability insurance with respect to the field of its operation. The procurement of such insurance constitutes a waiver of the limits of governmental liability under section 466.04 to the extent of the liability stated in the policy but has no effect on the liability of the municipality beyond the coverage so provided. Procurement of commercial insurance, participation in a self-insurance pool pursuant to section 471.981, or provision for an individual self-insurance plan with or without a reserve fund or reinsurance shall not constitute a waiver of any of the immunities conferred under section 466.03.

History: 1963 c 798 s 6; 1977 c 447 art 6 s 11; 1983 c 314 art 6 s 30; 1984 c 463 art 6 s 12; 1987 c 79 s 1; 1987 c 260 s 1; 1987 c 344 s 9; 1987 c 398 art 1 s 22; 1988 c 719 art 5 s 84; 1Sp1989 c 1 art 2 s 11

466.07 INDEMNIFICATION.

Subdivision 1. Indemnification required. Subject to the limitations in section 466.04, a municipality or an instrumentality of a municipality shall defend and indemnify any of its officers and employees, whether elective or appointive, for damages, including punitive damages, claimed or levied against the officer or employee, provided that the officer or employee:

(1) was acting in the performance of the duties of the position; and (2) was not guilty of malfeasance in office, willful neglect of duty, or bad faith.

Notwithstanding any provisions to the contrary in section 127.03, subdivision 2 or 466.12, this section applies to all school districts, however organized.

Subd. 1a. [Repealed, 1987 c 79 s 3]

Subd. 2. [Repealed, 1987 c 79 s 3]

Subd. 3. **Effect on other laws.** This section does not repeal or modify Minnesota Statutes 1961, Sections 471.44, 471.45 and 471.86. Subd. 4. [Repealed, 1987 c 79 s 3]

History: 1963 c 798 s 7; 1979 c 205 s 1; 1986 c 444; 1986 c 455 s 76; 1987 c 79 s 2; 1987 c 346 s 3

466.08 COMPROMISE OF CLAIMS.

Notwithstanding sections 466.03 and 466.06, the governing body of any municipality, the administrator of a self-insurance pool, or the authorized representative of a private insurance carrier may compromise, adjust and settle tort claims against the municipality for damages under section 466.02 and may, subject to procedural requirements imposed by law or charter, appropriate money for the payment of amounts agreed upon. When the amount of a settlement exceeds \$10,000, the settlement shall not be effective until approved by the district court.

History: 1963 c 798 s 8; 1987 c 260 s 2; 1990 c 555 s 12

466.09 PAYMENT OF JUDGMENTS.

When a judgment is entered against or a settlement is made by a municipality for a claim within the scope of section 466.02, payment shall be made and the same remedies shall apply in case of nonpayment as in the case of other judgments or settlements against the municipality. If the municipality has the authority to levy taxes and the judgment or settlement is unpaid at the time of the annual tax levy, the governing body shall, if it finds that other funds are not available for payment of the judgment, levy a tax sufficient to pay the judgment or settlement and interest accruing thereon to the expected time of payment. Such tax may be levied in excess of any per capita or local tax rate tax limitation imposed by statute or charter.

History: 1963 c 798 s 9; 1988 c 719 art 5 s 84; 1Sp1989 c 1 art 2 s 11

466.10 PRIOR CLAIMS.

Laws 1963, chapter 798, does not apply to any claim against any municipality arising before the effective date of Laws 1963, chapter 798. Any such claim may be presented and enforced to the same extent and subject to the same procedure and restrictions as if Laws 1963, chapter 798, had not been adopted.

History: 1963 c 798 s 10

466.101 LAW ENFORCEMENT COSTS.

When costs are assessed against a municipality for injuries incurred or other medical expenses connected with the arrest of individuals violating Minnesota Statutes, the municipality responsible for the hiring, firing, training, and control of the law enforcement and other employees involved in the arrest is responsible for those costs.

History: 1986 c 455 s 77

466.11 RELATION TO CHARTERS AND SPECIAL LAWS.

Sections 466.01 to 466.15 are exclusive of and supersede all home rule charter provisions and special laws on the same subject heretofore and hereafter adopted.

History: 1963 c 798 s 11

466.12 SCHOOL DISTRICTS AND CERTAIN TOWNS.

Subdivision 1. Sections 466.01 to 466.11, except as otherwise provided for in this section, do not apply to any school district, however organized, or to a town not exercising the powers of a statutory city under the provisions of Minnesota Statutes 1961, section 368.01, as amended.

Subd. 2. The doctrine of "governmental immunity from tort liability" as a rule of the decisions of the courts of this state is hereby enacted as a rule of statutory law applicable to all school districts and towns not exercising powers of statutory cities in the same manner and to the same extent as it was applied in this state to school districts and such towns on and prior to December 13, 1962.

As used in this subdivision the doctrine of "governmental immunity from tort liability" means the doctrine as part of the common law of England as adopted by the courts of this state as a rule of law exempting from tort liability school districts and towns not exercising the powers of statutory cities regardless of whether they are engaged in either governmental or proprietary activities, subject however, to such modifications thereof made by statutory enactments heretofore enacted, and subject to the other provisions of this section.

Subd. 3. A town not exercising the powers of a statutory city may procure insurance as provided for in section 466.06, and if a town not exercising the powers of a statutory city procures such insurance it shall otherwise be subject to all the terms and provisions of sections 466.02 to 466.09 to the extent of the liability coverage afforded. Cancellation or expiration of any liability policy shall restore immunity as herein provided as of the date of such cancellation or expiration.

Subd. 3a. A school district shall procure insurance as provided in section 466.06, meeting the requirements of section 466.04, if it is able to obtain insurance and the cost thereof does not exceed \$1.50 per pupil per year for the average number of pupils. If, after a good faith attempt to procure such insurance, a school district is unable to do so, and the commissioner of insurance certifies that such insurance is unobtainable, it shall be subject to the provisions of subdivisions 1 and 2. If the school district fails to make a good faith attempt to procure such insurance and the commissioner of insurance does not certify that such insurance is unobtainable, then in that event section 466.12 shall not apply to such a school district and it shall be subject to all of the other applicable provisions of chapter 466.

Subd. 4. This section is in effect on January 1, 1964, but all of its provisions shall expire on July 1, 1974, except that as to towns not exercising municipal powers pursuant to section 368.01, the provisions of this section shall expire on July 1, 1975. Prior to that date, the affected towns may take action individually, or jointly, or collectively through the Minnesota Association of Township Officers, to procure insurance against the liability imposed by this chapter to the extent of the limits of section 466.04.

The town board of an affected town may call a special town meeting at any time prior to October 1, 1974, for the purpose of voting a tax to pay the cost of procuring the insurance required by this section. The special meeting may be called by filing with the town clerk a written statement setting forth the reasons and necessity for the meeting. The provisions of law applicable to the conduct of special town meetings generally shall apply to a special town meeting held pursuant to the authority granted in this section.

History: 1963 c 798 s 12; 1965 c 748 s 1; 1969 c 826 s 1-3; 1973 c 123 art 5 s 7; 1974 c 472 s 1

466.13 [Expired]

466.131 INDEMNIFICATION BY STATE.

Until July 1, 1987, a municipality is an employee of the state for purposes of the indemnification provisions of section 3.736, subdivision 9, when the municipality is required by the public welfare licensing act and rules promulgated under it to inspect or investigate a provider. After July 1, 1987, a municipality is an employee of the state for purposes of the indemnification provisions of section 3.736, subdivision 9, when the municipality is required by the public welfare licensing act and rules adopted under it to inspect or investigate a provider, and the municipality has been duly certified under standards for certification developed by the commissioner of human services.

History: 1986 c 395 s 15

466.132 INDEMNIFICATION BY STATE.

Municipalities, when performing, as required or mandated by state law, inspections or investigations of persons prior to the issuance of state licenses, are employees of the state for purposes of the indemnification provisions of section 3.736, subdivision 9. A municipality is not, however, an employee of the state for purposes of this section if in hiring, supervising, or continuing to employ the person performing the inspection or investigation for the municipality, the municipality was clearly negligent. In no event shall the state be obligated to defend or indemnify a municipality for inspections or investigations relating to licensing to the extent of insurance purchased by the municipality covering liability therefor. The municipality's right to indemnity shall not be considered a waiver of the limitations, defenses, and immunities available to the municipality and state by law.

History: 1986 c 455 s 90; 1988 c 411 s 8

466.14 [Expired]

466.15 CIVIL DAMAGES ACT, APPLICATION.

Sections 466.01 to 466.15 do not modify section 340A.801.

History: 1963 c 798 s 15; 1985 c 305 art 12 s 5; 1Sp1985 c 16 art 2 s 26;

574.26 CONTRACTORS' BONDS.

Except as provided in sections 574.263 and 574.264 or if the amount of the contract is \$10,000 or less, a contract with the state, or with any municipal corporation or other public board or body thereof, for the doing of any public work, is not valid unless the contractor shall give bond to the state or other body contracted with, for the use of the obligee, the state and of all persons doing work or furnishing skill, tools, machinery, or materials or insurance premiums or equipment or supplies for any camp maintained for the feeding or keeping of workers and animals engaged under, or for the purpose of, such contract, conditioned for the payment, as they become due, of all just claims for such work, tools, machinery, skill, materials, insurance premiums, equipment, taxes incurred under section 290.92 or chapter 297A, and supplies for the completion of the contract in accordance with its terms, for saving the obligee harmless from all costs and charges that may accrue on account of the doing of the work specified, and for the enforcing of the terms of the bond if action is brought on the bond, including reasonable attorney's fees, in any case where such action is successfully maintained and for the compliance with the laws appertaining thereto. The penalty of such bond shall be not less than the contract price, and if after the giving of the bond the contract price should for any reason be increased, the obligee may require an additional bond, the penalty of which shall be not less than the amount of such increase, and if such additional bond be not furnished within ten days after such demand, the work on the contract shall cease until such additional bond shall have been furnished. In contracts made by the commissioner of administration or the department of transportation of the state, the penalty of the bond shall be in such amount as the commissioner of administration or the commissioner of transportation may fix, but not less than threequarters of the contract price.

History: (9700) RL s 4535; 1909 c 429 s 1; 1923 c 373 s 1; 1929 c 369 s 1; 1931 c 229 s 1; 1975 c 377 s 39; 1976 c 166 s 7; 1985 c 112 s 2; 1986 c 327 s 5; 1986 c 444

**ATTACHMENT 4:
POLO GROUNDS ATHLETIC FIELD RESERVATIONS
(1991)**

Group	Teams
Veterans Administration Medical Center Softball	66
Veterans Administration Softball League	15
University of St. Thomas-Lacrosse League and Tournament	16
Federal Employees Softball League	33
West End Athletics League-Softball	30
Ultimate Frisbee League-Frisbee Football	20
Bangu Football Club-Rugby	6
United Methodist Church Softball League	22
Eritarian Soccer	6
Bureau of Mines Softball League	6
Twin Cities Banchees-Soccer (Home Field)	1
Twin Cities Whippet Club (Dog Trials)	(Individuals)50
Run-Aways, A and B-Soccer	4
Amazons Womens Rugby Club	8
Minnehaha Academy Soccer (Home Field)	4
Social Security Administration-Softball	2
Minneapolis Rugby Club	10
Minnesota Recreational Soccer League	30
Minnesota Womens Rugby Club	8
St. Paul Rugby Club	8
Fountain of Life Church-Softball	2
Twin Cities Informal Softball	10
Mill Tech II-Softball	2
St. Paul Blackhawks-Soccer (Home Field)	1

Many small groups and users on an irregular basis.

**ATTACHMENT 5:
PROPOSAL FOR
FORT SNELLING STATE PARK
GOLF COURSE, OFFICERS' ROW AND POLO GROUNDS
SUBMITTAL FORMAT**

The undersigned hereby agrees to enter into a concession agreement with the State of Minnesota to operate, manage and maintain Fort Snelling State Park's Golf Course, Officers' Row and Polo Ground facilities. In no case will the undersigned provide less in total compensation to the State of Minnesota than is provided for in this proposal. Proposers may include supplemental information, as may be necessary.

PART 1: ALL PROPOSERS MUST SUBMIT THE FOLLOWING INFORMATION:

- A A Statement of Qualifications which identifies any experience in the area of Golf Course and athletic field operations and management and historic building restoration and management, including equipment owned by or available to the concessionaire for use in this project.
- B The proposer's plans for use of the premises and how the proposer intends to accomplish the tasks and responsibilities identified in this Request for Proposal (RFP). Proposer may propose additional tasks or activities at the proposer's sole expense, consistent with the Fort Snelling State Park Military Reserve Area Use Study, if they will substantially improve the project.
- C Proposer will pay to the State the base fee of \$45,000 per year plus _____%(fill in the blank) of total gross sales income as provided in section 10 of this Request for Proposal.

**PART 2: EACH PROPOSER WHICH IS NOT A GOVERNMENTAL UNIT MUST
FURNISH AS PART OF ITS PROPOSAL THE FOLLOWING
DOCUMENTATION:**

- A 1990 and 1991 financial statements, including profit and loss statements, balance sheets, a statement of cash flow and an income statement;
- B Business references, such as suppliers or customers (minimum of three references with name, address and telephone number);
- C Business credit references, such as financial lending institutions (minimum of three references with name, address and telephone number);
- D A list of all business and personal names under which proposer and its officers have conducted business in the past seven years. State whether the entity was an individual, partnership or corporation, and list the state of incorporation and home office, and;
- E The highest number of full-time employees at any one time in the preceding twelve months is _____(fill in the blank). If more than 20 and the proposer is a business rather than a governmental unit, a certificate of compliance from the Commissioner of Human Rights must be attached pursuant to Minnesota Statutes Section 363.073.

PART 3: BY SIGNING THIS BID PROPOSAL FORM ALL PROPOSERS AGREE TO THE FOLLOWING:

- (1) The State of Minnesota reserves the right to reject any and all proposals.
- (2) Proposer agrees to enter into a concession contract with the State of Minnesota consistent with the conditions stated in the Request for Proposal and in the proposer's response.
- (3) A proposal shall be rejected if it contains any alteration or erasure unless the alteration or erasure is corrected as herein provided. An alteration or erasure may be crossed out and the correction thereof printed in ink or typewritten adjacent thereto and initialed in ink by the person signing the proposal.
- (4) If a Corporation, state of Incorporation is:

- (5) If a Partnership, listed below are the full names and addresses of all partners:

- (6) If awarded the concession, the proposer will not engage in any discriminatory employment practices.
- (7) The proposer will indemnify and save and hold the State, its agents and employees harmless from any and all claims or causes of action arising from the performance of this contract or contractor's agents or employees.

If the concessionaire is a public body, this indemnification provision may be modified in the negotiated contract to be consistent with Minnesota Statutes Chapter 466 and other applicable laws.

OFFICIAL ADDRESS:

FIRM NAME:

by _____
(signature)

Title _____

by _____
(signature)

Title _____

Phone No. _____

Date _____

ATTACHMENT 6:
FORT SNELLING STATE PARK
MILITARY RESERVE AREA USE STUDY

**FORT SNELLING STATE PARK
MILITARY RESERVE AREA USE STUDY**

(MARCH, 1992)

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- 1971 UTILIZATION PLAN
(AS AMENDED THROUGH JULY, 1991)
- QUITCLAIM DEED
(AUGUST 17, 1971)
- OFFICERS' ROW REHABILITATION
REQUEST FOR PROPOSAL (SEPTEMBER 23, 1977)
- OFFICERS' ROW CORPORATION'S CONCESSION AGREEMENT
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- OFFICERS' ROW CORPORATION'S 1979 GOLF COURSE
CONCESSION AGREEMENT
(APRIL 27, 1979)
- PROPOSED AMENDMENT TO OFFICER ROWS' CORPORATION'S
CONCESSION AGREEMENT
(JUNE 15, 1990)

SUMMARY AND CONCLUSIONS

The military reserve area of Fort Snelling State Park consists of approximately 141 acres of land on the bluff overlooking the confluence of the Minnesota and Mississippi Rivers between Minneapolis and St. Paul, MN. This land was conveyed to the State of Minnesota by the United States Department of Interior in 1971. The deed conveying the area requires that the land be managed for public recreational purposes. The military reserve area has been an important component of Fort Snelling State Park since 1971. The military reserve area consists of four interrelated sections; Area J, Officers' Row, a nine hole Golf Course and a large area of open athletic fields known as the Polo Grounds. Although DNR owns the property, operational management of the four sections of the military reserve area has been divided between the State of Minnesota, the U.S. Army and private concessionaires since 1971.

Three recent events have prompted the Department of Natural Resources to complete this study of the future management options for the military reserve area:

- Expiration of a condition of the deed conveying the property to the State that allowed for military use of Area J through August 17, 1991;
- Expiration of a deadline established in Laws of 1985, Chapter 164 for completion of restoration of the Officers' Row buildings, and;
- A mandate in Laws of 1991, Chapter 275, Section 4 for the completion of a study addressing the viability of continued inclusion of the military buildings within Fort Snelling State Park.

To implement the planning process, the DNR developed a historical background document during the summer and fall, 1991. This Phase 1 document was distributed in November, 1991 to over 50 governmental agencies and persons who have historically expressed an interest in the management of the military reserve area. Recipients of this document were invited to suggest potential alternative uses for the military reserve area. Over 30 suggestions were received in December, 1991 from seven different respondents. The suggestions were organized into the following major categories and evaluated in terms of their short-term and long-term potentials:

- Develop the military reserve area as an open recreation complex that provides a variety of recreational opportunities, and;
- Continue military occupancy of some or all of Area J and provide for recreational use of the remainder of the military reserve area.

To complement these categories, DNR explored two additional alternatives:

- Continue the current military reserve area management structure, and;
- Allow non-recreational use of some or all of the military reserve area.

Between December, 1991 and March, 1992 a short-term and long-term vision for the military reserve area were developed by the DNR based on these responses and the evaluation criteria identified in section 4. The analysis of the four alternative categories is presented in the sections that follow. DNR recommends that the short-term plan presented in section 3 be adopted as an initial stage leading to full implementation of the long-term vision for management of the military reserve area as an open recreation complex (alternative use category 1). The proposed long-term vision is explored in section 4.

The decision to divide the future plans for the military reserve area into short-term and long-term visions was based on:

- Projected rehabilitation costs for the buildings and the need to generate funds for improvement and planning for potential rehabilitation;
- Use restrictions in the 1971 Deed requiring long-term public recreational use of the area;
- An August, 1991 decision to extend the military's use of Area J for up to four years and;
- Instructions concerning the future management of the Golf Course and Officers' Row buildings given to DNR on September 11, 1991 by the Executive Council, and;
- Uncertainty surrounding the potential airport expansion plans for the Minneapolis - St. Paul International Airport until at least 1996.

The DNR recommends that the short-term plan for the military reserve area involve continuation of the military use of Area J for up to four years per the agreement negotiated during the summer, 1991. The second component of the short-term plan is solicitation of a concessionaire for management of the Golf Course, Officers' Row buildings and Polo Grounds. During the short-term agreement, the Officers' Row buildings would be partially stabilized to mitigate deterioration. Rehabilitation or restoration of these buildings is not envisioned during this period. The Area J buildings would be partially stabilized as the U.S. Army withdraws from these buildings over the next four years. In addition to development of a short-term agreement, the DNR recommends that the payments to the state received from the proposed concession agreement be deposited in a special account to be used for planning, operations, maintenance and potential rehabilitation of the buildings and grounds on the military reserve area.

This short-term plan allows for continued use of the Golf Course and Polo Grounds for public recreation purposes. Continued use and maintenance of the Area J buildings and grounds is also ensured by this short-term plan. Some preventive maintenance would be accomplished on the Officers' Row buildings. Finally, some investment resources would be accumulated for implementation of the long-term vision for the area developed in section 4. This short-term plan

also avoids making long-term commitments for use of the military reserve area that may conflict with future airport expansion plans that may be developed by the Metropolitan Airport Commission during the next 5 years.

The long-term vision for the military area encompasses expansion of the open recreation use concept initiated by the short-term agreement to the entire military reserve area. Implementation of the long-term vision would involve solicitation of a long-term concession agreement for management of the military reserve area buildings and grounds as an open recreation complex. The restoration and rehabilitation of a representative sample of the existing buildings for adaptive re-use is an important component of this vision. It does not appear to be feasible financially to restore or rehabilitate all of the existing buildings given the limitations as to use and the projected costs of restoration and rehabilitation. The buildings not financially or structurally suitable for adaptive re-use would be demolished and the land converted to open recreation purposes. This enhancement of open recreation opportunities could involve expansion of the Polo Grounds and the Golf Course.

The combination of the short-term and long-term approaches suggested for use of the military reserve area allows for open recreation to occur on the site and maximizes the possibility that some financial resources will be available for eventual restoration or rehabilitation of a representative sample of the existing buildings. At the same time, the state retains sufficient flexibility in management of the area to allow for the Metropolitan Airport Commission planning process assessing potential expansion of the Minneapolis-St. Paul International Airport.

SECTION 1 - HISTORICAL BACKGROUND

Fort Snelling State park is located between Minneapolis and St. Paul, MN at the confluence of the Mississippi and Minnesota Rivers. The park, virtually in the heart of the 7-county metropolitan area, provides habitat for over 220 species of wildlife, swimming, picnicking, biking, hiking, fishing, skiing, interpretive programming and an increasing array of other recreational opportunities in the midst of commercial air traffic, highways, freeways, river barge traffic, and high-voltage power lines. In addition, the site on which Fort Snelling State Park is located remains a historical landmark that pre-dates the non-Indian settlement of Minnesota. In more recent history, Fort Snelling was the site of Indian trading settlements and has continued to be an important part of Minnesota's history. Within the confines of the park are interpretive facilities and cultural resources that preserve the rich historical heritage of Fort Snelling and vicinity.

The military reserve area of Fort Snelling State Park consists of approximately 141 acres of land on the bluff overlooking the two rivers and is generally bounded on the north by highway 55; on the east by Highway 5; on the south by the Minneapolis-St. Paul International Airport and on the west by Bloomington Road. One-third of the property contains buildings constructed from approximately 1870 to 1925 for military purposes associated with Fort Snelling. The remaining two-thirds of the property contains a 9-hole Golf Course, several buildings that were constructed as officer's quarters and former parade fields currently used primarily for athletic events such as polo, rugby, softball and soccer. Many of the buildings constructed during the fort's history have been removed. Slightly more than one-half of the existing buildings are occupied by the 88th Army Reserve Unit of the United States Army. The remaining buildings have been vacant for several years.

The property was transferred to the State of Minnesota in 1971 by the United States Department of Interior's Bureau of Outdoor Recreation under authority granted through the Federal Property and Administrative Services Act of 1949 and in accordance with the rules and regulations of the Department of the Interior. The August 17, 1971 quitclaim deed stipulated that the property was to be used in perpetuity for public recreation purposes with one major exception; approximately 35 acres east of Taylor Avenue (Area J) could be used for military purposes for up to twenty years following the signature date of the lease, or until August 17, 1991. Following this initial period, Area J would be subjected to the same use restrictions affecting the remaining acreage conveyed in the 1971 deed. The period of military use has recently been extended by agreement between the DNR and the U.S. Army with the approval of the Department of the Interior, National Park Service, for four years.

Transfer of the property to the State of Minnesota was the result of several years of efforts from park supporters and the Department of Natural Resources. Beginning in the early 1960s efforts were made to acquire the area as surplus property from the federal government for inclusion in Fort

Snelling State Park. The 1961 statutory boundary establishing Fort Snelling State Park included the military reserve area in anticipation that this area would eventually become part of the park.

A request for acquisition of the military reserve area was included in a 1968 DNR request to the federal government for acquisition of the historic fort, memorial chapel and military reserve area for inclusion in Fort Snelling State Park. The historic fort and memorial chapel were transferred to the state as a result of this 1968 application, but, the military reserve area remained in federal ownership until 1971. The historic fort was transferred to the Minnesota Historical Society for restoration and administration in 1975.

Although the entire military reserve area is currently owned by the Minnesota Department of Natural Resources as part of Fort Snelling State Park, the day to day operational management of the area is divided into four interrelated sections:

- 1) Area J
- 2) Officers' Row
- 3) The Golf Course
- 4) The Polo Grounds

Area J is located east of Taylor Avenue and includes the majority of the remaining buildings on the military reserve area. This section of the property became the fort's headquarters, hospital and administrative offices before Fort Snelling was decommissioned in 1946. This area currently is used by the 88th Army Reserve unit for offices and training facilities.

Officers' Row is a series of buildings immediately west of Taylor Avenue and adjacent to Area J that were built as officer's quarters at the same time that Area J was constructed. These buildings were used as living quarters for military and hospital personnel after the fort was decommissioned and until the final building was vacated in 1973. Since 1973, the buildings have been vacant. Between 1971 and 1979 these buildings were included in the sections of the military reserve area under the direct operational management of the DNR. Since 1979, these buildings have been in moth balled condition and operationally managed under a 40-year concession agreement between the DNR and Officers' Row Corporation.¹

The Golf Course section was constructed in its current location when airport construction forced relocation of the original Golf Course. Located on a former parade field, the facility was built to provide recreational opportunities for the military stationed at Fort Snelling and the

¹ Officers' Row Corporation subsequently assigned all of its rights and responsibilities under the original agreement to Restoresorts of Minnesota, Inc. in 1979.

Veterans Administration Hospital staff. The Veterans Administration was responsible for the Golf Course as a subsection of the military reserve area from 1946-1971. From 1948-1971, the Fort Snelling Federal Employees' Association operated the Golf Course under a lease agreement with the Veterans Administration. From 1971-1979 the Golf Course facility was managed under a concession agreement between the State of Minnesota and the Fort Snelling Federal Employees' Association. Since 1979, management of the Golf Course has been included in the same concession agreement between the state and Officers' Row Corporation that governs the Officers' Row buildings.

The Polo Grounds were originally constructed as parade and athletic fields to serve soldiers stationed at Fort Snelling. Management of the fields shifted to the Veteran's Administration in 1946 with the remainder of the military reserve area. The fields have been managed by Fort Snelling State Park as open recreational fields since 1971. Fees are charged for use of the fields and all reservations and other arrangements for their use are made through the state park office.

Figure 1 (Military Reserve Area Management History 1805 - Present) generally identifies the major organizations who have had management responsibility for some, or all, of the military reserve area since 1805.

***MILITARY RESERVE AREA MANAGEMENT HISTORY
1805 - PRESENT
(FIGURE 1)**

SECTION	1805-1946	1946-1971	1971-1979	1979-PRESENT
AREA J	U.S. ARMY/ FEDERAL GOV'T OFFICES	VETERAN'S ADMIN/ U.S. ARMY RESERVE	MN DNR/U.S ARMY RESERVE	MN DNR/U.S ARMY RESERVE
OFFICERS' ROW	U.S. ARMY	VETERAN'S ADMIN	MN DNR	MN DNR/ OFFICERS' ROW CORP.
GOLF COURSE	U.S. ARMY/ FEDERAL GOV'T.	VETERAN'S ADMIN **	MN DNR/FORT SNELLING EMPLOYEES' ASSOCIATION	MN DNR/ OFFICERS' ROW CORP.
POLO GROUNDS	U.S. ARMY FEDERAL GOV'T STRUCTURES	VETERAN'S ADMIN	MN DNR	MN DNR

***NOTE: DOES NOT INCLUDE HISTORIC FORT OR MEMORIAL CHAPEL**

****NOTE: THE FORT SNELLING FEDERAL EMPLOYEES' ASSOCIATION OPERATED THE GOLF COURSE UNDER CONTRACT WITH THE VETERAN'S ADMINISTRATION FROM 1948 - 1971**

Several recent events affecting the operational management structure identified in figure 1 have surfaced a need for the state to examine future management options for the military reserve area.

Among these events are:

- 1) The August 17, 1991 expiration of the provision in the 1971 deed which allowed the military continued use of Area J for twenty years.
- 2) Expiration on December 31, 1990 of a 1985 state law's extension of Officers' Row Corporation's initial deadline for the rehabilitation of the Officers' Row buildings.
- 3) Passage of a 1991 state law requiring DNR to study the viability of continued inclusion of Area J and Officers' Row within Fort Snelling State Park (Laws of 1991, Chapter 275, Section 4).

1) EXPIRATION OF THE DEED CONDITION ALLOWING MILITARY USE OF AREA J:

The 88th Army Reserve's authority for continued use of Area J granted in the 1971 deed expired on August 17, 1991. The State of Minnesota's Department of Natural Resources (DNR), with approval from the Department of Interior, National Park Service has extended the U.S. Army's use of Area J for a period of four years beyond the August 17, 1991 expiration date.

To facilitate this extension, the 1991 Minnesota legislature passed, and Governor Arne Carlson signed, legislation granting the Department of Natural Resources authority to enter into a lease agreement with the military for the Area J buildings beyond August 17, 1991 (Laws of 1991, Chapter 275, Section 4).

2) EXPIRATION OF THE DEADLINE FOR OFFICERS' ROW REHABILITATION:

The original 1979 concession agreement with Officers' Row Corporation contained a clause that required Officer's Row Corporation to substantially complete rehabilitation of the Officers' Row buildings within 3 years of the agreement or be considered to be proceeding with building restoration in an untimely manner. If this condition was not met, the concessionaire was given up to 5 years from the date of the original agreement to reach a supplemental agreement with the state identifying a building restoration plan or the concession agreement would terminate. Because Officers' Row Corporation's was unable to secure adequate financing for the project and begin construction during the agreement's initial three years, an amendment to the original concession agreement was executed in 1982 extending the deadline for substantially completing building restoration to December 31, 1985. The 1985 legislature provided a second extension of the deadline through December 31, 1990 in Laws of 1985, Chapter 164.

In anticipation of the expiration of the 1985 extension and in view of the fact that restoration of the Officers' Row buildings would not be completed by December 31, 1990, the state and Officers' Row Corporation negotiated a proposed amendment to the original concession agreement. This amendment was submitted to the State of Minnesota's Executive Council in January, 1991 and

would have absolved Officers' Row Corporation from any rights or responsibilities over the Officers' Row buildings while charging the concessionaire a fee of more than ten times the rate set by the legislature for previous years. In March, 1991, the Executive Council discussed the proposed amendment and tabled it pending resolution of some key issues regarding the terms and conditions of the proposed amendment. This proposed amendment to the agreement was never executed.

At its September 11, 1991 meeting, the Executive Council instructed DNR to issue a "Request for Proposals" (RFP) for a new Golf Course and Officers' Row concession agreement beginning with the 1993 operating season. An amendment to the existing concession agreement has been executed and approved which provides that the 1979 agreement terminates when a responder to this RFP is chosen by DNR and approved by the Executive Council.

3) 1991 LAW MANDATING STUDY OF AREA J AND OFFICERS' ROW FUTURE:

The 1991 law granting the DNR authority to negotiate a lease with the military for extending occupation of Area J also required the DNR to study the feasibility of continued inclusion of the Area J buildings and the Officers' Row buildings west of Taylor Avenue within Fort Snelling State Park. This law contains the following language:

(b) The commissioner of natural resources shall examine whether the continued inclusion in Fort Snelling state park of the property described in paragraph (a)[Area J], together with that portion of land conveyed in the same deed that lies west of Taylor avenue and is commonly known as officers row, which contains 10.5 acres, more or less, is appropriate. The examination must include recommendations on the appropriate use of the area and an analysis of the options available to the state for use of the area under the 1971 conveyance agreement. The commissioner shall report the findings to the legislature by January 15, 1992 (Laws of 1991, Chapter 275, Section 4).

In response to these three events, the Department of Natural Resources conducted this study of future use options for Fort Snelling State Park's military reserve area. This section of the study has identified the historical background for the study. Section 2 identifies the methodology used to complete the study. Section 3 discusses the short-term plan for continued inclusion of the Area J and Officers' Row buildings within Fort Snelling State Park. Section 4 analyzes the alternative uses considered during the analysis and presents a long-range vision for the future management of Fort Snelling State Park's military reserve area.

SECTION 2 - STUDY METHODOLOGY

A) PARAMETERS OF STUDY:

The language in Laws of 1991, Chapter 275, section 4 mandating this study clearly established two parameters for the study; to conduct a feasibility analysis for continued inclusion of the Area J and Officers' Row buildings within Fort Snelling State Park and to explore possible alternative uses for these same buildings consistent with the 1971 deed restrictions. These two components of the required study are addressed in sections 3 and 4.

The DNR Division of Parks and Recreation expanded the scope of the study beyond these required components to include the Golf Course and Polo Grounds sections of the park. This decision recognizes that any meaningful analysis of management options for Area J and Officers' Row is inextricably linked to a discussion of management options for the Golf Course and Polo Grounds. The Golf Course and the Polo Grounds provide the major access points and the revenue generation potential that make redevelopment of either Area J or Officers' Row as recreational use sites financially viable. Exclusion of these two subsets of the military reserve area from the study severely limits the potential reuse options.

The DNR conducted the feasibility analysis portion of the study internally. Examination of alternative uses involved solicitation and evaluation of input from interested persons and agencies outside of the DNR. The alternative use portion of the study was also divided into two phases:

- Phase 1: Historical Background.

- Phase 2: Issue Identification and Analysis of Management Options.

B) SOLICITATION OF PUBLIC INPUT AND RESPONSES:

A phase 1 document and appendices were published in November, 1991 that provided the historical background presented in section 1 of this analysis and identified the process that was used for completion of this final study.

The phase 1 document was mailed under the November 15, 1991 cover letter in figure 2 to approximately 50 agencies, legislators and individuals who have historically expressed an interest in the management of Fort Snelling State Park's military reserve area. This letter invited the recipients to submit ideas for potential use of the area and established general guidelines for potential responses to the DNR's invitation for input. These guidelines were deliberately broad to

allow as many alternatives as possible to surface from potential respondents. As indicated in figure 2, responses to the phase 1 invitation were to be submitted by December 9, 1991.

The phase 1 document also stipulated that alternative uses submitted were to meet the following minimal conditions:

- The recommended alternative uses were to be consistent with the terms and conditions of the 1971 quitclaim deed mandating that the area be used for public recreation purposes, or, address how the recommended alternative could be implemented under federal ownership of the property.
- The recommended alternative uses were to be consistent with the area's designation as a site on the National Registry of Historic Places.

These two conditions recognize that the state's authority for management of the property is contingent on the 1971 deed requirements that the area be used for public park or recreational purposes and that the area's historical integrity be preserved. Non-recreational uses would place the state in violation of the deed and cause reversion of the property to the federal government. The state cannot evaluate non-recreational alternative uses. Such an evaluation would be the responsibility of the federal government if the land reverts to federal ownership. In addition, the law mandating this study required DNR to explore those alternatives that were "available to the state for use of the area under the 1971 conveyance agreement." (Laws of 1991, Chapter 275, Section 4).

Seven response letters identifying over 30 alternatives were received from the following agencies and individuals (see Appendix D):

- State of Minnesota, Department of Administration
- City of Richfield
- Metropolitan Council
- Mr. Tony Johnson
- Officers' Row Corporation
- U. S. Department of Interior, National Park Service
- State of Minnesota, Department of Military Affairs

The DNR evaluated these alternatives during December, 1991 and January, 1992. The results of this evaluation and the DNR's recommendations for future management of the area are presented in sections 3 and 4.

**PHASE 1 DOCUMENT COVER LETTER
(FIGURE 2)**

November 15, 1991

Dear «name»:

The Minnesota Department of Natural Resources was mandated by Laws of 1991, Chapter 275 to conduct a study that recommends alternative uses for the Officers' Row and Area J sections of Fort Snelling State Park. The law requires that the study be completed and distributed to the legislature by January 15, 1992.

Since the 1991 legislative session, the DNR Division of Parks and Recreation has decided to expand the scope of the study to include the Golf Course and the polo ground sections. The division also decided to divide the study into two phases:

-Phase 1: Historical Background.

-Phase 2: Issue Identification and Analysis of Management Options.

The attached document represents the conclusion of phase 1 and provides a summary of the historical background for management of the military reserve area. In addition to this document, several supplemental appendices are available as indicated.

In an effort to surface recommended alternative uses from persons with an interest in this area, DNR is inviting you and other interested parties to submit recommended alternative use suggestions for the 141-acre Fort Snelling State Park military reserve area.

Recommended alternative uses submitted for consideration should include the following information for each alternative:

- A clear, but brief description of the recommended alternative that identifies the section(s) of the military reserve area affected by the alternative.
- The name, address and phone number of a contact person in the event further information is required during the evaluation process.

Responses should be as short and succinct as possible and submitted to the DNR no later than Monday December 9, 1991. All recommended alternative use proposals, additional questions or request for additional information should be addressed to:

**Ron Nickerson,
Minnesota DNR
Division of Parks and Recreation
500 Lafayette Rd.
St. Paul, MN 55155
(612) 296-6669.**

Thank you for your cooperation and we anxiously await your creative suggestions.

Sincerely yours,

William Morrissey, Director,
DIVISION OF PARKS AND RECREATION

**SECTION 3 - A SHORT-TERM APPROACH TO THE
MILITARY RESERVE AREA**

A) DESCRIPTION OF THE BUILDINGS:

Area J consists of approximately 16 buildings located on 32.7 acres of land bounded on the east by Highway 55, the west by Taylor Avenue, on the north by Highway 5 and on the south by the Minneapolis - St. Paul International Airport. The parcel of land is a long and narrow strip completely surrounded by airport, freeways and state park property. The only existing access route to this area is through Fort Snelling State Park. Development of a direct access from either highway is not feasible because the area overlooks the major intersection of the two highways and Highway 62 to the north. Likewise, development of an additional access from the airport is impossible because of the area's close proximity to an existing runway.

The 11 Officers' Row buildings (including the larger and adjacent club house) are in a comparable situation. Bounded on the east by Taylor Avenue, the north by Leavenworth Avenue, the south by the Minneapolis - St. Paul International Airport and the west by the Fort Snelling State Park Golf Course complex, these buildings are also only accessible through Fort Snelling State Park property.

Both sets of buildings were constructed during the late 1800s to early 1900s for military purposes. The Area J buildings are much larger buildings used as offices, classrooms, a post hospital and barracks. The Officers' Row buildings, as the name implies, were constructed as officers' quarters. The Area J buildings are currently under management of 88th Army Reserve Unit of the United States Army. The Officers' Row buildings are currently vacant and managed under a concession agreement with a private concessionaire, Officers' Row Corporation.

This section of the study recommends a short-term management solution for the military reserve area buildings and grounds that partially stabilizes the structures, ensures partial use of some of the buildings and establishes the foundation for implementation of the long-term plan presented in section 4. This short-term recommendation is governed by the following factors that are explored in greater detail in the remainder of this section:

- **Projected rehabilitation costs for the buildings;**
- **Restrictions of the 1971 deed;**
- **Extension of the military's use of Area J;**
- **The Executive Council's September, 1991 instructions, and;**
- **Uncertainty surrounding potential airport expansion plans.**

B) BUILDING REHABILITATION COSTS:

The major issue surrounding rehabilitation, restoration or re-use of any or all of these buildings is the costs associated with rehabilitation and maintenance. Although exact figures are not available without more detailed analysis of conceptual drawings for particular re-uses, a 1990 U.S. Army Corps of Engineers study estimated that rehabilitation of 14 of the existing 16 Area J buildings for military classrooms and offices would be approximately \$9 million. A 1991 DNR estimate for rehabilitation of the 11 Officers' Row buildings and club house indicates that rehabilitation of these buildings could be approximately \$2 million. Neither of these analyses address routine maintenance costs for the buildings if they are not rehabilitated. Nor do they suggest potential maintenance costs following rehabilitation.

Three major caveats need to be placed on both the Corps of Engineers and the DNR estimates that could significantly impact the actual costs if rehabilitation were conducted:

- 1) Rehabilitation and restoration costs vary considerably in historical structures according to the projected use;
- 2) These figures do not include any estimates for landscaping or grounds rehabilitation; and
- 3) Routine building and grounds maintenance figures are not included.

C) RESTRICTIONS OF THE 1971 DEED:

Both the Area J and Officers' Row buildings are included in a 141-acre parcel of land which was conveyed from the United States to the State of Minnesota in a quitclaim deed in 1971. The state's options for management and disposal of the land are limited by the deed. The deed clearly stipulates that the entire 141 acres must be used for public park or recreational purposes. The deed also prevents the state from selling, leasing or assigning

... the property except to another eligible governmental agency that the Secretary of the Interior agrees in writing can assure the continued use and maintenance of the property for public park or public recreational purposes... However, nothing in this provision shall preclude the Grantee from providing related recreational facilities and services compatible with the approved application, through concession agreements entered into with third parties, provided prior concurrence to such agreements is obtained in writing from the Secretary of the Interior (Deed, 1971).

Failure to use the land for public park or recreational purposes would place the state in violation of the terms of the deed and could result in reversion of the property to the federal government.

Because the major financial and recreational value of the 141-acre military reserve area is currently with the Golf Course and Polo Grounds, it is not likely that the federal government would seriously consider reversion of only the Area J and Officers' Row buildings if the state were found to be out of compliance with the deed. Ownership of the four components of the military reserve area (Officers' Row, Area J, the Polo Grounds and the Golf Course) are inextricably linked by the deed. The Golf Course and Polo Grounds are both heavily used and meet a strong recreational need in an area of the state where outdoor recreational facilities open to the public are deficient and in constant demand. Loss of this valuable land component of Fort Snelling State Park is not desirable to the Department of Natural Resources nor is it in the best interest of the citizens of the State of Minnesota.

D) AREA J -- THE NEXT FOUR YEARS:

The major issues are clearly how the state protects this recreational resource, remains in compliance with the deed and addresses the buildings currently on the site. The 1971 deed allowed the United States Army's continued occupancy of the Area J buildings through August 17, 1991. The State of Minnesota, using the authority granted in Laws 1991, Chapter 275, and the 88th Army Reserve have agreed to an extension of this occupancy for a period not to exceed 4 years or until August, 1995. In addition, the Army has agreed to stabilize the vacant buildings within the Area J and to conduct stabilization procedures for those that are vacated during the extension period. This extension has received approval from the United States Department of Interior, National Parks Service.

During the next four years, therefore, the status quo for the Area J buildings will be maintained. Following this four-year period, management responsibilities for these lands and buildings will return to the State of Minnesota. The Department of Natural Resources is concerned about the potential costs associated with building maintenance and potential rehabilitation that it may be required to incur if the Area J buildings become vacated as the Officers' Row buildings currently stand. To minimize the costs to the state, the Department of Natural Resources recommends that a plan be developed for demolition of several of the Area J buildings and restoration or rehabilitation of a representative sampling of the buildings for adaptive re-use. This plan would also incorporate the Area J land and remaining buildings in the long-term vision for the entire military reserve area discussed in section 4 following the army's withdrawal from the area.

E) EXECUTIVE COUNCIL DIRECTIVE ON OFFICERS' ROW AND GOLF COURSE:

The disposition of the Officers' Row buildings presents a situation for the Department of Natural Resources analogous to the disposition of the Area J buildings. As indicated above, the potential

costs for rehabilitation of these buildings are also high. For the long-term, the Department of Natural Resources recommends that these buildings be included in the proposed plan for disposition of the Area J buildings and the long-term vision for use of the military reserve area discussed in section 4.

Minnesota Statutes Section 85.34 requires that any agreement for management of the Golf Course or Officers' Row buildings be approved by the Executive Council before it is finalized. As indicated in section 1, a proposed amendment to the existing concession agreement was presented to the Executive Council in January, 1990. In lieu of approving this proposed amendment, the Executive Council has instructed the DNR to issue a Request for Proposals (RFP) that will result in a new concession agreement for the Golf Course and Officers' Row buildings beginning with the 1993 operating season. The instructions to the DNR indicate that the RFP should attempt to connect the revenues from the Golf Course with the eventual disposition of the buildings. To accomplish this goal, an RFP is being developed and will be released shortly.

F) POTENTIAL FOR AIRPORT EXPANSION:

Under current state law (M.S. 1990, Sections 473.616-473.619) a plan for relocation or expansion of the Minneapolis - St. Paul International Airport must be prepared and presented to the Minnesota Legislature for consideration at the beginning of the 1996 legislative session. The current search area for possible runway expansion of the present airport is a two mile radius surrounding the existing airport. This search area includes Fort Snelling State Park's military reserve area.

During the summer of 1991, the Metropolitan Airport Commission presented a preliminary plan that identified six possible runway expansion scenarios for the existing airport. Two of the six alternatives include converting the Officers' Row buildings, Golf Course and portions of the Area J to airport facilities. Although the Commission's recommendations to date do not suggest that either of these alternatives be adopted, the Commission and the Metropolitan Council have both asked the DNR not to make a long-term commitment for management of the military reserve area that could be disrupted by potential airport expansion until completion of the 1996 plan. The Department of Natural Resources is in concurrence with the position that it cannot negotiate a long-term concession agreement for the Golf Course or the Officers' Row buildings until after the final airport decision is taken.

G) RECOMMENDATION FOR THE SHORT TERM:

The desire to protect the recreational value of this resource, the extension of the military use of Area J, the Executive Council's decision and the pending 1996 airport study make removal of the

Area J and Officers' Row buildings and associated lands from Fort Snelling State Park in the near future unfeasible. A commitment has been made with the Army that will allow continued use of Area J and an RFP is being developed for a short-term concession agreement that would, in part, grant management of the Golf Course and Officers' Row to a concessionaire. These two courses of action provide good short-term solutions to use questions related to the Area J and Officers' Row buildings and lands. They are both alternatives that allow for continued use and maintenance of the buildings, do not risk reversion of the entire 141-acre parcel to the federal government and allow for the completion of the Minneapolis - St. Paul International Airport planning process.

In addition, adoption of these short-term solutions may provide the state with an opportunity to accumulate some capital resources necessary for implementation of the long-term vision for the future presented in section 4. To accomplish this goal the DNR recommends that the revenue generated from the short-term concession agreement be deposited into a special account to be used for the planning, site preparation, grounds maintenance and initial capital investment necessary to implement the long-term vision.

In addition, the DNR has chosen to include management of the Polo Grounds in the short-term agreement. This decision should result in an increase in the amount of revenue generated for later use on the military reserve area and is a logical step toward implementation of the long-term plans for the military reserve area. Inclusion of the Polo Grounds in the short-term agreement will also allow the state park staff to be relieved of the labor intensive responsibility for maintaining a Polo Grounds reservation system and daily administration of the site. Such a readjustment of workload is made even more important during the current times of reduced budgets and decreasing staffing capabilities.

**SECTION 4 - A LONG-TERM PLAN FOR THE FUTURE OF THE
MILITARY RESERVE AREA**

A) A LONG-TERM INTEREST IN THE MILITARY RESERVE AREA:

Following the expiration of the four-year extension of the military's use of the Area J, the expiration of the proposed short-term concession agreement, and the presentation of the final airport expansion or relocation plan, the Department of Natural Resources will be faced with an entirely different set of problems associated with management of the Area J and Officers' Row buildings and the 141 acres of land associated with the military reserve area. The DNR has a long-term interest in ensuring that the original intent to use this land for public recreational purposes expressed in the 1971 deed be protected and preserved.

The public recreational opportunities currently offered and the use received indicate a strong need for these types of public facilities in the metropolitan area. As the military vacates the Area J, the potential to enhance the existing recreational opportunities with the addition of approximately 33 acres of land to the Polo Grounds and Golf Course complex is tremendous. This effort can be enhanced if some of the existing buildings can be retained and adaptive re-uses found.

The major difficulty that is faced by the state, or any other managing agency, is the size, number and rehabilitation costs of the existing buildings. The long-term value of this area is the open recreational potential of the land, not the continued management of the large complex of buildings that can be used for limited purposes.

B) SUMMARY OF RESPONSES TO PHASE 1 PUBLIC INPUT:

It was in the spirit of a commitment to public recreational opportunities and adaptive re-use of the buildings consistent with the deed restrictions that the DNR invited over 50 agencies and interested persons to submit suggested use alternatives in November, 1991. As discussed in section 2, the instructions to potential respondents were deliberately broad to allow for as many viable alternatives as possible to surface. The specific responses to the invitation that the DNR received in December, 1991, are included in Appendix D.

Figure 3 lists the general alternatives suggested and identifies the respondent(s) who suggested the alternative. Figure 3 does not reflect any attempt to prioritize the alternatives proposed.

**SUMMARY OF PHASE 1 RESPONSES
(FIGURE 3)**

ALTERNATIVE	DOA	RICHFIELD	MET	T.J.	ORC	NPS	MA
Expansion of existing rec facilities	X		X			X	
Picnic Area	X						
Camping Area	X						
Historic Interp of buildings	X			X	X	X	
Open space - clear structures	X	X					
"Victory Gardens"	X						
Animal Shelter Area	X						
Native American Center/Grounds	X						
Historic Theme Park	X						
Retain existing Golf Course only		X					
Expand Golf Course to Polo Grounds		X					
Avoid any long-term solution until MAC airport study completed			X				
Leave military in Area J				X			X
Use vacant Area J buildings for dance/drama groups				X			
Increase Golf Course use with special rates for seniors, juniors and beginners				X			
Rehab Officers' Row buildings for arts/crafts				X			
Inflatable dome golf driving range for polo grounds in winter				X			
Adaptive re-use of buildings with Golf Course receipts					X		
Leave Polo Grounds in DNR management				X	X		

FIGURE 3 ABBREVIATIONS:

- State of Minnesota, Department of Administration (DOA)
- City of Richfield (RICHFIELD)
- Metropolitan Council (MET)
- Mr. Tony Johnson (T.J.)
- Officers Row Corporation (ORC)
- U.S. Department of Interior, National Park Service (NPS)
- State of Minnesota, Department of Military Affairs (MA)

The responses identified in figure 3 can be grouped into two major categories:

- 1) Develop the military reserve area as an open recreation complex that provides a variety of recreational opportunities.**
- 2) Continue military occupancy of some or all of Area J and recreational use of the remainder of the military reserve area.**

In addition to these two categories, the DNR considered two other possibilities in its analysis of alternative uses:

- 3) Continue the current military reserve area management structure.**
- 4) Allow non-recreational use of some or all of the military reserve area.**

C) EVALUATION FACTORS FOR THE FOUR ALTERNATIVE USE CATEGORIES:

The DNR developed the following list of factors to consider in arriving at a long-term vision for future management of the military reserve area:

- 1) The future plans for expansion of the Twin Cities International Airport.
- 2) The Executive Council's September 11, 1991 instructions.
- 3) The continued use of Area J by the U.S. Army for up to four years.
- 4) The potential for the use(s) to generate sufficient revenue such that the alternative(s) could be accomplished at minimal or no cost to the state.
- 5) The alternatives must be in compliance with the 1971 quitclaim deed restrictions.
- 6) The alternatives must maintain or expand the opportunities for public recreational use of the facilities.
- 7) The alternatives must be in compliance with the historical designations for the area.
- 8) The size, condition and number of the existing buildings.

Although the DNR did not assess a priority order to these factors, factors 1-3 clearly determined the department's decision to proceed with differing short-term and long-term approaches to management of the area. The DNR's recommended short-term approach was discussed in section 3. In addition, the need to ensure that sufficient revenue would be generated in the short-term to accomplish the long-term plans at minimal or no cost to the state (factor 4) became important in developing the DNR's recommendation that the legislature create a special account for deposit of the revenues from the short-term concession agreement discussed in section 3 and any compensation the state may receive from the long-term plans recommended in this section .

The DNR's desire to remain in compliance with the 1971 Deed (factor 5) and its commitment to providing public recreational opportunities in this area (factor 6) became overriding considerations in evaluating all of the alternative uses considered. It is clearly not in the State of Minnesota's best interest to risk loss of the 141-acre military reserve area by being in non-compliance with the deed on part of the area. The size, number and condition of the buildings (factor 8) is a significant component of any discussion of possible re-use of the buildings in either Area J or Officers' Row.

D) ASSESSMENT AND EVALUATION OF THE ALTERNATIVE USE CATEGORIES:

When the evaluation factors listed above are applied to the four categories of alternative uses generated by the phase 1 respondents and the DNR, it becomes clear that the following three alternatives are problematic to implement:

- Continue military occupancy of some or all of Area J and recreational use of the remainder of the military reserve area.
- Continue the current military reserve area management structure.
- Allow non-recreational use of some or all of the military reserve area.

At the same time, the suggestion to **develop the military reserve area as an open recreation complex that provides a variety of recreational opportunities** clearly emerges as the only alternative that accommodates all of the evaluation factors identified above and is the most workable within the state's current budgetary difficulties.

The following rationale is provided to support the DNR's evaluations, conclusions and recommendations for each of the four alternative use categories considered in this study:

- **Continue military occupancy of some or all of Area J and recreational use of the remainder of the military reserve area.**

Although this alternative was suggested by some of the respondents, the U.S. Department of Interior, National Park Service has indicated that they would find it difficult to approve continued United States military occupancy of the area beyond the four-year extension agreed to in August, 1991 under the existing deed restrictions and federal law because military use is non-recreational. Lack of this approval would place the DNR in violation of the 1971 deed and result in reversion of the property to the federal government. In addition, the U.S. Army has indicated that they have no interest at this time in continued use of the facilities beyond the four year extension.

Periodically the State of Minnesota, Department of Military Affairs has expressed an interest in using some of the Area J buildings for training purposes. Although the Department of Military Affairs response to the phase 1 document did not indicate specific plans at this time, the department did request that the option be left open for future consideration. The DNR would require a detailed plan for utilization of the buildings before a final determination can be made concerning the acceptability of the proposed Department of Military Affairs uses. However, use of the buildings by the Department of Military Affairs for similar office and training purposes as the U.S. Army now uses the buildings would be treated as a non-recreational use by the National Parks Service under current deed restrictions and federal law. Use of the buildings by the State of Minnesota's Department of Military Affairs could, therefore, require federal law change authorizing the specified use to occur.

Given the fact that the National Parks Service has indicated it will not approve U.S. Army use of the buildings beyond the four year extension, and the State of Minnesota Department of Military Affairs has not presented a detailed plan for utilization of the buildings to be evaluated, the DNR cannot consider use of the area for military purposes as a viable alternative for the long-term use of the area at this time. The DNR could, however, consider military use of the property to be a viable alternative if the Department of Military Affairs presents a plan for utilization of the buildings in the future.

- **Continue the current military reserve area management structure.**

This alternative would involve allowing the Area J and Officers' Row buildings to remain vacant and deteriorate following the military's surrender of Area J and the expiration of the short-term concession agreement. In addition, it would include continued state management of the Polo Grounds and continued operation of the Golf Course under a concession agreement. This alternative does not generate sufficient revenue to accomplish any building or grounds rehabilitation or restoration without additional state appropriations and it does not provide for use of the buildings. This alternative would not allow for adoption of many of the other alternative uses, such as Golf Course expansion, suggested by the respondents because sufficient revenue would not be generated from this limited use of the area to finance implementation of other alternatives.

In addition to the economic deficiencies inherent to this alternative, it has two other major flaws: it does not protect the buildings and it does not provide for maximum public recreational use of the area. Adoption of this alternative would essentially force closure of the Area J and Officers' Row areas to the public because of public safety concerns and lack of sufficient funds to restore and maintain the buildings. Continued closure of these portions of the military reserve area to the public would raise deed violation questions with the National Park Service and may result in reversion of the entire 141-acre property to the federal government.

- **Allow non-recreational use some or all of the military reserve area.**

Although the specific instructions in the phase 1 document distributed to interested parties indicated that responses needed to provide public recreational opportunities, the DNR considered the implications of using the military reserve area for non-recreational purposes. This alternative was considered because the state periodically receives requests from organizations to use the buildings for a variety of purposes ranging from housing to office space.

Although the building structures and locations may be feasible for some of these potential non-recreational uses, current deed restrictions prevent use of the area for non-recreational purposes. Similar to the consequences of continued military use of the area, allowing non-recreational use could result in reversion of the property to the federal government for non-compliance.

Continued military use of the area, continued management of the area as it is now managed and use of the area for non-recreational purposes all have serious weaknesses that make them unworkable solutions to the long-term management questions related to the military reserve area. The fourth

alternative considered by the DNR is a composite of several different suggestions raised during phase 1 and envisions developing the military reserve area as

- **An open recreational complex that provides a variety of recreational opportunities.**

A variety of other outdoor recreational experiences could be offered in this area and could incorporate some or most of the suggested uses indicated by the phase 1 respondents in Appendix D and figure 3. This alternative also removes the risk of reversion of the entire 141-acre military reserve area to the federal government. This alternative became the central concept used to develop the following vision for future management of the military reserve area:

DEVELOP THE ENTIRE 141-ACRE MILITARY RESERVE AREA AS AN OPEN RECREATION COMPLEX UNDER THE MANAGEMENT OF A SINGLE CONCESSIONAIRE TO PROVIDE A VARIETY OF RECREATIONAL OPPORTUNITIES INCLUDING RESTORATION OF REPRESENTATIVE SAMPLES OF EXISTING BUILDINGS, POSSIBLE EXPANSION OF THE GOLF COURSE AND EXPANSION OF OTHER OPEN RECREATIONAL OPPORTUNITIES.

This vision provides the broadest range of possibilities for expanded public use of the military reserve area and adaptive re-use of some of the buildings. Included in this vision could be uses such as open athletic fields, Golf Course expansion, development of picnicking facilities, development of a driving range and development of a shooting range. In addition, this approach would allow for historic interpretation of the area and adaptive re-use of some of the existing buildings.

Finally, this alternative allows the state to shift some of the daily management, routine maintenance and development responsibilities to a private concessionaire. At the same time, the payments received by the state from the concessionaire could be reinvested in the area if the special account recommended in section 3 was created for deposit of receipts. This partnership between state and non-state entities to restore, rehabilitate and maintain this important recreational area is an important dimension to the proposed vision.

One major deterrent to full implementation of this alternative is that the provisions of Minnesota Statutes Section 85.34 exempting visitors from the state park vehicle permit and allowing the sale of intoxicating liquors does not apply to the Polo Grounds. This divided situation causes management problems for potential concessionaires and the State of Minnesota. This situation will be addressed as the long-term plans for use of the military reserve area evolve. Despite this weakness, this alternative is clearly the most feasible long-term alternative presented from consideration and maximizes the number of uses suggested during phase 1.

E) RECOMMENDATION FOR THE LONG-TERM:

A major issue with adoption of any long-range plans for this area is the re-use of the existing buildings. The size, condition, rehabilitation costs, deed restrictions and location of these buildings make rehabilitation of all of the Officers' Row and Area J buildings cost prohibitive. As indicated earlier, exact figures for rehabilitation are not available without detailed analysis of conceptual drawings for the proposed re-uses, but, U.S. Army Corps of Engineers and DNR studies indicate that rehabilitation of all of the Area J and Officers' Row buildings could be approximately \$11 million.

With preservation costs of all of the buildings as high as \$11 million, the only feasible alternative following the short-term arrangements discussed in section 3 is demolition of the majority of the buildings and retention of only a representative sample sufficient to preserve the historical integrity of the site. The preserved buildings could be used for a variety of purposes including museum, interpretive, educational, lodging or restaurant facilities that complement the recreational focus of the complex.

To facilitate implementation of this long-term vision and to generate the investment capital necessary to undertake the planning, maintenance and initial development of the area, the DNR has recommended that a short-term concession agreement be negotiated for management of the Golf Course and Officers' Row buildings in compliance with the Executive Council's instructions. In addition, the DNR recommends that this initial agreement be expanded to include management of the Polo Grounds (see section 3).

APPENDICES

APPENDIX A--RELEVANT LAWS AND STATUTES

PART 1: FEDERAL LAWS/STATUTES

DATE	LEGAL REFERENCE	DESCRIPTION
1949	63 Stat. 377, Sec 203(K)(2), as amended by PL 91-485, 84 Stat 1084	Federal Property and Admin Services Act
1970	Public Law 91-190, Sec. 101-105	National Environmental Policy
1989	Public Law 101-189, Sec. 2817	Release of reversionary interest to State of Minnesota

PART 2: STATE LAWS/STATUTES

DATE	LEGAL REFERENCE	DESCRIPTION
1961	Laws of Mn, Chapt 570	Fort Snelling State Park Created
1969	Laws of Mn, Chapt. 524, sec 2	Fort Snelling State Park renamed to Fort Snelling State Historic Park
1969	Laws of Mn, Chapt. 956, Sec 1, Subd. 2	Historic Fort Snelling placed under administrative authority of MHS
1975	Laws of Mn, Chapt 204, Sec 55, Subd. 5	\$75,000 appropriated for Officers' Row rehabilitation.
1975	Laws of Mn, Chapt 204, Sec. 92	Clarifies MHS authority over historic sites administered in State parks
1975	Laws of Mn, Chapt 204, Sec 93	DNR authorized to contract with MHS for Officers' Row rehabilitation
1977	Laws of Mn, Chapt 455, Sec 65	Sale/Lease of Officers' Row and adjacent property authorized
1977	Laws of Mn, Chapt. 455, Sec. 95	Repeals Laws of 1975, Sec 93
1978	Laws of Mn, Chapt 573 (M.S. 85.34)	Clarifies authorization for lease of Officers' Row and adjacent golf course waiving park admission fees and authorizing a liquor license on the leased property.

DATE	LEGAL REFERENCE	DESCRIPTION
1978	Laws of Mn, Chapt 756, Sec 1-3 and Sec 5 (M.S. 273.19, Subd. 1 & M.S. 275.035) Repealed by Laws of Minnesota, 1988, Chapt. 719, Art. 6, Sec 21.	Amends property tax law and limits assessed value of any leased property on the military reservation property to the value of improvements made by lessee.
1985	Laws of Mn, Chapt 164	Establishes lease rates for leases granted under M.S. 85.34 and prevents cancellation of lease in existence at time of enactment until 12/31/90.
1991	Laws of Mn, Chapt 275, Sec 4	Authorization for lease of Area J to military and mandates study of future options for use of the military reservation area.
various	M.S. 138.025	MHS authority to admin historic sites in State parks.

APPENDIX B--TIME-LINE OF KEY EVENTS

FALL OF 1961:

Fort Snelling State Park established (Laws of Mn, 1961, Chapt. 570).

OCTOBER 1, 1969:

Historic Fort and Chapel deeded to State of Minnesota.

JANUARY 1, 1970:

National Environmental Policy Act passed. (Public Law 91-190, Sec. 101-105)

SPRING/SUMMER, 1971:

Original Program of Utilization for Military Reserve Area written by DNR.

AUGUST 17, 1971:

Quitclaim Deed filed making Military Reserve Area part of Fort Snelling State Park.

MAY 21, 1977:

Act for Fort Snelling Officer's Row signed authorizing commissioner of administration to lease/sell buildings and adjacent land (Laws of 1977, Chapter 455, Sec.65).

SEPTEMBER 23, 1977:

Request for Proposal is released to obtain a lessee for Officers' Row buildings.

MARCH 23, 1978:

State law signed authorizing lease of Officers' Row and adjacent golf course, waiving park admission fees and authorizing a liquor license on the leased property (M.S. 85.34).

JUNE, 1978:

Fort Snelling State Park Management Plan Published.

MAY 15, 1979:

Officers' Row Corporation Golf Course Agreement for 1979 season signed.

NOVEMBER 15, 1979:

1971 Utilization Plan amended to allow for proposed restoration of Officers' Row and Area J as identified in pending concession agreement.

NOVEMBER 15, 1979:

Officers' Row Corporation's concession agreement signed for golf course and Officers' Row buildings.

JANUARY 1, 1980:

Officers' Row Corporation's Golf Course Agreement for 1980 season signed.

DECEMBER 10, 1982:

Amendment to Officers' Row Corporation's 1979 Concession Agreement is signed.

MAY 20, 1985:

State law signed stating Fort Snelling lease rates and extending dates for cancellation of agreement.(Laws of 1985, Chapter 164, Sec. 1).

JUNE 15, 1990:

Draft of amendment number 2 to Officers' Row Corporation's 1979 Concession Agreement is delivered to Executive Council for approval.

JUNE 1, 1991:

State law signed allowing lease of Area J for military purposes beyond August 17, 1991. This law also mandates a study to examine alternatives and make recommendations for use of the land (Laws of 1991, Chapter 275, Sec. 4 (a), (b)).

MAY-SEPTEMBER, 1991:

Ongoing negotiations with the U.S. Army on conditions and terms of extending military occupancy of Area J beyond August, 1991.

JULY-OCTOBER, 1991:

Phase 1 (background and scoping) of Fort Snelling study conducted.

AUGUST 17, 1991:

Authority for continued military occupation of Area J expired.

SEPTEMBER 11, 1991:

Executive Council rejected proposed amendment number 2 to Officers' Row Corporations concession agreement and instructed DNR to issue an RFP for a new concessionaire for the golf course and Officers' Row buildings beginning with the 1993 season.

DECEMBER, 1991 - MARCH, 1992:

Phase 2 of Fort Snelling study completed.

APPENDIX C--MILITARY RESERVE AREA MAP



Memorial Chapel

POLO GROUNDS

GOLF COURSE

LEAVENWORTH ROAD

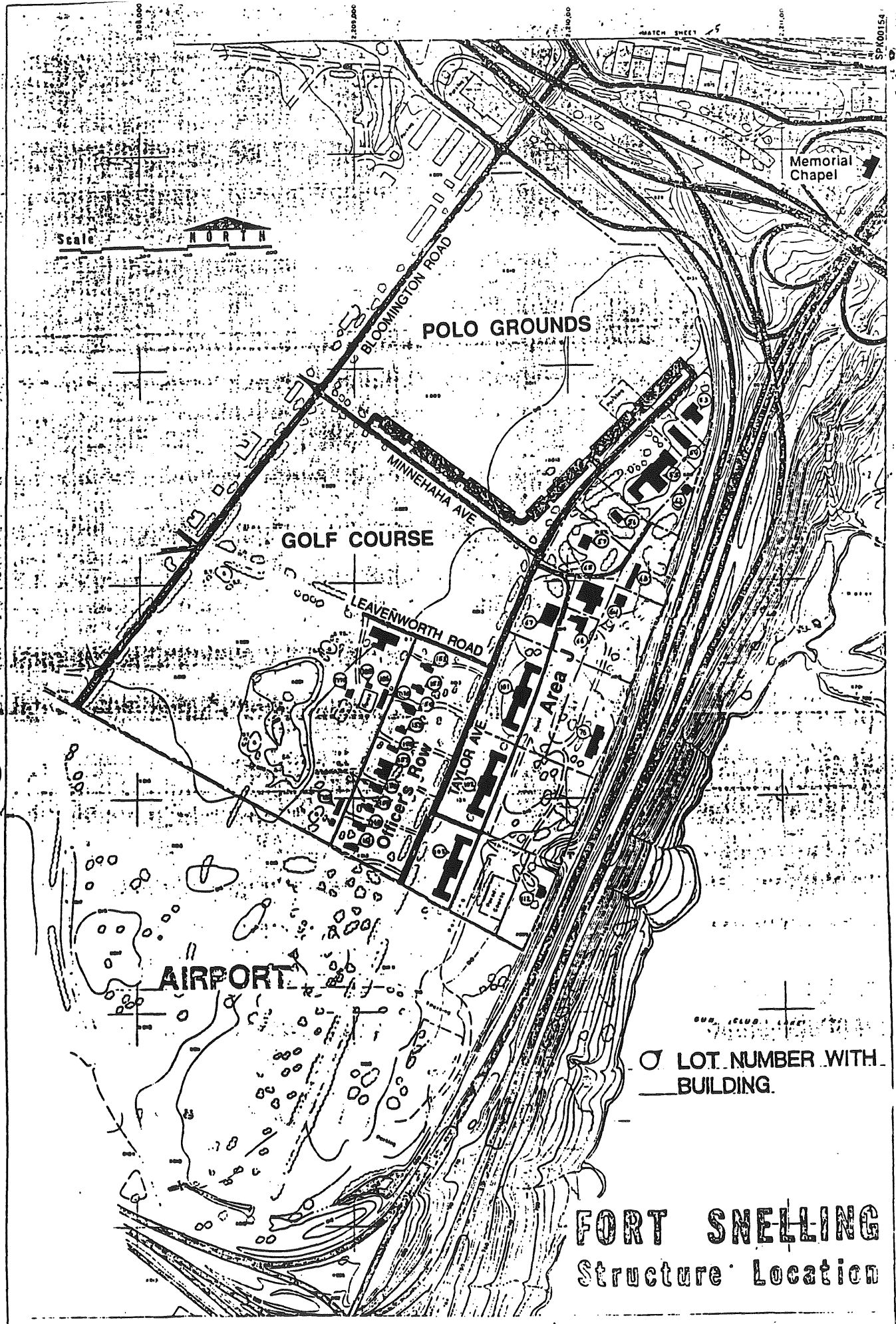
Officers' Row

Area J

AIRPORT

○ LOT NUMBER WITH BUILDING.

FORT SNELLING
Structure Location

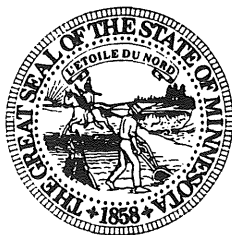


APPENDIX D--PHASE 1 RESPONSES

STATE OF MINNESOTA

Department of
Administration

December 9, 1991



William Morrissey
Director
Division of Parks and Recreation
Department of Natural Resources
500 Lafayette Road
St. Paul, Minnesota 55155

Dear Mr. Morrissey:

200 Administration Building
50 Sherburne Avenue
Saint Paul, Minnesota 55155
(612) 296-3862

We have gathered a few recommendations on alternative land uses at Fort Snelling State Park, particularly in the j-area and Officers' Row. The suggested uses are briefly outlined below for your consideration with no specific acreage and no estimate of costs, timing, or management.

However, we do believe that there may be uses other than those contained herein that you may wish to consider for the property that could complement one or more of those listed. Please feel free to contact Assistant Commissioner Dennis Spalla on this matter if you would like to discuss it further. We propose the following.

1. Expansion of golf, polo, soccer, football and baseball fields, driving range, and practice greens.
2. Picnic and camping grounds with simulated historic structures - children's play area.
3. Open space - clear structures and plant/landscape; victory gardens.
4. Animal shelter area - a preserve, not a zoo.
5. Native American Center, grounds.
6. Relocate historic buildings or equipment in a theme park arrangement with interpretive center/services.

We hope this will be helpful to you in finalizing your study of land uses at Fort Snelling.

Sincerely,

Dana B. Badgerow
Commissioner

DBB:DJS:ns

Architectural Design

Building Code

Building Construction

Contracting

Data Practices

Data Processing

Employee Assistance

Energy Conservation

Fleet Management

Information Management

Inventory Management

Local Government Systems

Management Analysis

Plant Management

Printing & Mailing

Public Documents

Purchasing

Real Estate Management

Records Management

Resource Recycling

State Bookstore

Telecommunications

Volunteer Services



**CITY OF
RICHFIELD**

6700 Portland Avenue • Richfield, Minnesota 55423-2599

City Manager
James D. Prosser

Mayor
Martin Kirsch

Council
William Bullock Michael Sandahl
Ivan Ludeman Kristal Stokes

December 6, 1991

Mr. Ron Nickerson
Minnesota Department of Natural Resources
Division of Parks and Recreation
500 Lafayette Road
St. Paul, MN 55155

Subject: Proposed Alternatives For Use Of The Fort Snelling
State Park Military Reserve Area

Dear Mr. Nickerson:

The City of Richfield continues its interest in the Fort Snelling State Park Military Reserve Area. When a request for proposals is issued for the alternative use(s) selected from the suggestions currently being offered by interested parties, Richfield hopes to respond with a proposal which will name the City of Richfield the new concessionaire beginning with the 1993 season.

The military reserve area is divided into four interrelated sections: 1) J-area, 2) Officers' row, 3) golf course and 4) polo grounds. Although the site has been designated on the National Registry of Historic Places, it is not totally clear whether all, any or portions of the buildings in these areas must be preserved for historical purposes. There is also some question about impacts on the area by various airport issues and alternatives currently under consideration. Continued military use of J-area, following the recent four year extension, is also not clear, particularly due to the unresolved airport issues. It appears the golf course could produce the greatest revenue although the other sections of the area could produce some limited revenues. Net revenues may depend on whether all, any or portions of these areas are leased or conveyed to the party or parties submitting the successful proposal. In any event, it appears there would not be sufficient revenues from the golf course and other possible on-site sources to totally rehabilitate J-area and/or officers' row.

With these questions and variables in mind, Richfield offers a variety of suggested options. These suggestions are not in any particular order of priority. Richfield suggests that these options, or combinations thereof, be included in the upcoming Request for Proposals process to give a variety of uses for potential concessionaires to consider.

The Urban Hometown

Telephone (612) 861-9700
Fax 861-9749
An Equal Opportunity Employer

Mr. Ron Nickerson
December 6, 1991
Page 2

Option One - Golf Course only
Retain the existing nine hole facility; possible improvements to grounds and clubhouse.

Option Two - Golf Course and Polo Grounds
Retain nine hole golf course and polo grounds facilities; possible improvements to and expansion of golf grounds and clubhouse.

Option Three - Golf Course, Polo Grounds, J-Area
Possible demolition of J-area to expand golf course; retain portions of polo grounds for adult, or possible adult/youth combination, athletic complex.

Option Four - Golf Course, Polo Grounds, J-Area, Officers' Row
Possible major expansion of golf course could include demolition of all or most of J-area and officers' row; possibly maintain a representative example of buildings in J-area, officers' row.

Phasing/Timing - Golf Course, Polo Grounds, J-Area, Officers' Row
Due to the uncertainties mentioned earlier; i.e., lease versus conveyance, transfer of area use could be done in phases: start with golf course, add polo grounds after designated period of time, add J-area, add officers' row; phasing to depend on resolution of issues and financial arrangements between organization(s) with current management responsibility and successful concessionaire.

Richfield is very interested in exploring each of these options. We are most interested, of course, in the golf course and in the polo grounds. However, we believe there may be ways in which these recreational resources can be preserved and enhanced as a part of the larger, more comprehensive plan which addresses the entire area, including the historic J-Area and Officers' Row.

In the event further information is required during the evaluation process, contact:

Donald A. Fondrick, Community Services Director
6700 Portland Avenue South
Richfield, MN 55423
(612) 861-9797

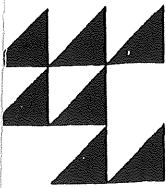
Sincerely,



Donald A. Fondrick, Director
Community Services Department

DAF:sdr

Copy: Representative Edwina Garcia
Representative Joyce Henry
Senator Phil Riveness
City Manager James Prosser



December 10, 1991

Mr. Ron Nickerson
Department of Natural Resources
500 Lafayette Road
St. Paul MN 55155

Dear Mr. Nickerson:

The staff of the Metropolitan Council has reviewed the Fort Snelling State Park Military Reserve Area Use Study report. Phase I consists of the Historical Background of the state involvement in the state park and historical fort.

The staff of the Council has primarily reviewed the report from the vantage point of the existing airport and the possibility for either its expansion or reuse. The staff has also reviewed the report from the vantage point of recreation and the area's status as a state park that is part of the regional system. We recognize that there are many other viewpoints from which the issue of future use of this area can be approached, but we will leave these to others. With these considerations, I will express the Council staff's ideas about the future use of the fort.

Recreation

Although owned and operated by the Minnesota Department of Natural Resources, Fort Snelling State Park is included in the regional park system to provide protection under the Metropolitan Significance Review regulations and Metropolitan Land Planning Act when applicable.

The Metropolitan Council and the Metropolitan Parks and Open Space Commission have an interest in seeing that uses which are incompatible with the state park are not introduced on this land. The quitclaim deed from the federal government, as we understand, mandates that the area in question be used for public recreation. It seems, however, that with the exception of the golf course, the land being studied is not appropriate for the basic or traditional regional recreation activities of swimming, boating, fishing, picnicking, nature interpretation, camping and trail uses. The golf course and open fields have existing and potential recreation uses. A local recreation agency may be better equipped to manage and program these local uses.

It does not seem possible to address future uses for this land, except in the short-term, until questions about the airport are decided. If the airport remains where it is or expands, this will affect uses. If the land now occupied by the airport is used for something else, then the adjacent recreation and green space become even more important.

Airports

The Metropolitan Airports Planning Act of 1989 codifies the Major Airport Dual-Track planning process. Track A involves the evaluation of expanding Minneapolis-St. Paul International Airport (MSP); Track B involves the siting of a potential new major airport. A final decision on which planning track to pursue will be made by the legislature in 1996. Several studies are being prepared as part of this process that could affect the Ft. Snelling state park military reserve area use study.

Track A

The Metropolitan Airports Commission (MAC) has recommended a plan for MSP that allows for development out to the year 2020. One element of that plan envisions a new north parallel runway that would require moving the U.S.A.F. and Minnesota Air National Guard areas, and taking of most of the remaining officers row and golf course areas in Fort Snelling. In addition, the southeast areas would receive aircraft noise impacts, including the recreational areas in the Minnesota River bottoms of Ft. Snelling state park. This project has been through public hearing and will be submitted to the legislature by January 1, 1992. The Metropolitan Council will formally review this document and make any recommendation that should be considered by the MAC during the final update in 1992/1993.

Track B

As part of this work effort the Council is responsible to prepare policies on the re-use of MSP. The policies and supporting technical analysis are to be submitted to the legislature by January 1, 1993. The first phase of the study will be completed in February, 1992; phase two work will be essentially complete by early autumn, 1992.

To assist the Council in this project an MSP Re-Use Advisory Task Force has been established; in addition to this policy group, a technical advisory committee will be formed. It is anticipated that invitations to participate will be mailed to prospective technical committee representatives by the end of 1991. The state DNR and Historical Society among many other federal, state and local agencies will be asked to participate.

The Re-Use study has an immediate study area covering all areas within about two miles of the current airport property line. The study will define and evaluate several development

Ron Nickerson
December 10, 1991
Page 3, 1991

scenarios/themes for both aviation and non-aviation uses. It is expected that all properties within the airport highway ring-road will be evaluated in detail; this includes the historical Ft. Snelling state park area. Depending upon the mix of potential future land uses, markets, economic and financial feasibility, there could be significant effects upon the type/viability of land use and management options for the military reserve area. Both of the airport planning tracks are affected by and can affect the military reserve area and should be closely coordinated with that process.

If you have any questions regarding this information, contact Richard Thompson, staff planner at 291-6457.

Sincerely,

Mary E. Anderson, Chair

cc. Sondra Simonson
 Richard Thompson

8405 Deer Pond Trl. No.
Lake Elmo, MN 55042
Dec. 5, 1991

Mr. Ron Nickerson
500 Lafayette Road
St. Paul, MN 55155

Dear Mr. Nickerson:

Thank you for the Phase I information sent to me 11/15/91.

For the sake of paper conservation I combined my cover letter and options for each area on one page. Hopefully, that will not cause a problem for you.

The options I am proffering are based on a belief that uses made of various parts of the park should attract more users and a greater variety of users.

The decision of the DNR to expand the scope of its study to include the polo field and the j area concerns me. If it is approved by the legislature and becomes part of the RFP there is a good chance it will negatively affect developer participation.

Sincerely,

Tony Johnson

Tony Johnson

Tel. 777-6803

J-AREA

THIS AREA SHOULD CONTINUE TO BE OCCUPIED, AT LEAST PARTIALLY, BY THE U.S. ARMY RESERVE. ITS PRESENCE IS A MEANINGFUL TIE WITH FORT SNELLING MILITARY HISTORY.

THE U.S. ARMY RESERVE SHOULD BE ENCOURAGED HOWEVER, TO INCREASE ITS VISIBILITY TO THE PUBLIC. DEMONSTRATIONS AND EXHIBITS DEALING WITH THEIR EQUIPMENT AND RESPONSIBILITIES COULD PROVIDE VICARIOUS RECREATION FOR PARK VISITORS.

LATELY, THE U.S. ARMY HAS NOT BEEN MAKING USE OF THE OLD BARRACKS BUILDINGS (101-103).

CONSIDERING THE LARGE NUMBER OF SQUARE FEET AVAILABLE IN THESE BUILDINGS THEY WOULD SEEM TO BE VERY SUITABLE AS LESSON-PRACTICE FACILITIES FOR DRAMA AND DANCE GROUPS. PERFORMANCES IN THE PARK BY THESE GROUPS WOULD CERTAINLY BE AN ADDED ATTRACTION FOR PARK VISITORS.

THE GOLF COURSE

THE COURSE SHOULD CONTINUE TO OPERATE AS A PUBLIC ENTITY. IT PROVIDES A FORM OF RECREATION THAT INCLUDES MANY POSITIVES FOR PRACTICALLY ALL PEOPLE e.g., FRESH AIR, EXERCISE, SOCIABILITY, CHALLENGE, AND COMPETITION. AND, ALL OF THIS TAKES PLACE IN PLEASANT SURROUNDINGS.

AN EFFORT COULD BE MADE TO INCREASE USE OF THE GOLF COURSE DURING SLACK DAYS AND TIMES.

INITIATE A RATE REDUCTION DURING THESE SLOW DAYS AND TIMES.
INCLUDE SPECIAL TIMES OR DAYS FOR SENIORS, JUNIORS, BEGINNERS, etc..

OFFICERS ROW

THE HOME'S EXTERIORS SHOULD FIRST BE PRESERVED. THEN ENOUGH WORK ON THE INTERIOR SHOULD BE DONE TO ACCOMMODATE THE USER (APPROVED BY THE HISTCRICAL SOCIETY).

THE DUPLEX LOCATED NEAR THE CENTER OF THE ROW COULD BE USED AS AN 'ALL WARS' HISTORY EXHIBIT BUILDING. THIS PROBABLY WOULD INCLUDE MEMORABILIA FROM THE SPANISH-AMERICAN WAR UP TO THE PRESENT TIME.

THE OTHER HOMES WOULD MAKE NICE WORK AREAS FOR ARTS AND CRAFTS PEOPLE. THEIR WARES COULD BE EXHIBITED AND SOLD IN THE PARK (PERMITS WOULD HAVE TO BE ARRANGED).

POLO FIELD

THE POLO FIELD IS ONE OF THE GREAT RECREATIONAL AREAS IN THE TWIN CITIES FOR SEVEN MONTHS OF THE YEAR. THE VARIETY OF ACTIVITIES TAKING PLACE THERE DURING THE WARM MONTHS IS ALMOST UNCOUNTABLE WHEN YOU INCLUDE BOTH THE ORGANIZED AND UNORGANIZED. NO MAJOR CHANGE SHOULD TAKE PLACE WITHOUT A GREAT DEAL OF THOUGHT.

USE DURING THE WINTER MONTHS COULD BE INCREASED.

THE POSSIBILITY OF BRINGING IN AN INFLATABLE DOME GOLF DRIVING RANGE FACILITY SHOULD BE INVESTIGATED. IT WOULD HAVE TO BE ONE THAT COULD BE ERECTED AND TAKEN DOWN WITHOUT MAJOR COST (PUT UP IN NOVEMBER AND TAKEN DOWN IN MARCH).

THE PARKING LOT SPACE IS THERE AND THE LOCATION IS IN CLOSE PROXIMITY TO A LARGE POPULATION BASE.

OFFICERS ROW CORPORATION
8030 CEDAR AVENUE-SUITE 228
MINNEAPOLIS, MINNESOTA
55425

DEC 3 4 91

Mr. Ron Nickerson
DIVISION OF PARKS AND RECREATION
Minnesota Department of Natural Resources
500 Lafayette Rd.
St. Paul, Minnesota
55155

PARKS & RECREATION

December 2, 1991

RE: FORT SNELLING MILITARY
RESERVE AREA

Dear Mr. Nickerson:

As you prepare your report to the 1992 Legislature, we are pleased to register our opinions to assist you in arriving at management options for the 141 Acres conveyed to the State of Minnesota in 1971.

As you know our Company has overcome many hurdles in our attempt to facilitate this development. Sadly, the final funding of the restoration of the Officers Row houses and related property has eluded us.

Our current best suggestions for continued management of this area are based on the following:

The Fort Snelling Public golf course should remain available to all members of the general public.

The Officers Row Houses and many buildings in the "J" area represent invaluable components of Minnesota's history and should be preserved through third-party adaptive re-use.

The overlapping definition of the area as both a National Landmark Historic District and within the boundaries of the Fort Snelling State Park create unique and difficult interpretation requirements.

The Federal Quit Claim deed restriction limiting utilization impacts the adaptive re-use of the area, and thus financing options from outside agencies. Internal financing of restoration and development must accommodate cash flows available from golf course operations.

The area should remain the property of the State of Minnesota. Future priorities of the State's planning for recreation in the metro area would be facilitated by the continued ownership of this area rather than allow it to be reclaimed by the Federal government.

With these "givens" in mind we suggest the following management options:

1. The "J" area should be divided into parcels 1 and 2. Parcel one including all land and area from the "Clocktower" building north and east should remain available to the military for use.

Parcel 2 would include buildings 101, 102, and 103 and land lying east of them to the bluff and south to the airport boundary. These buildings have a prospect of adaptive re-use as does the land lying behind them.

2. The Officers row houses including building 151 should be linked to golf course revenues in a plan that would accomplish restoration on a schedule mutually agreeable to the State and a concessionaire.


3. The Polo grounds are very successfully administered by the Department of Natural Resources, Department of Parks and Recreation and should remain in their jurisdiction.

An alternative proposal might include the State's building a concession area for food service and choosing a concessionaire to provide labor, reservations services, maintenance, and management of this area.

In either case, the areas should remain managed in their current strict interpretation of public service to a wide variety of casual users for outdoor recreation.

Our Company remains dedicated to finding an answer to the adaptive re-use of the majority of the buildings and maintenance of the area in its original state.

Yours very truly,



Curtis M. Walker, President
OFFICERS ROW CORPORATION



IN REPLY REFER TO:

United States Department of the Interior

NATIONAL PARK SERVICE
Mississippi National River and Recreation Area
175 East Fifth Street, Suite 418
St. Paul, Minnesota 55101



L70(MISS)

December 9, 1991

Mr. Ron Nickerson
MN Dept. of Natural Resources
Division of Parks & Recreation
500 Lafayette Road
Saint Paul, Minnesota 55155

Dear Mr. Nickerson:

Thank you for the opportunity to submit suggestions for alternative uses of the military reserve area of Fort Snelling. As you may be aware, this area is entirely within the boundaries of the federally designated Mississippi National River and Recreation Area (MNRRA). This new unit of the national park system was created by Public Law 100-696 to "...preserve, protect, and enhance..." the resources of the Mississippi River corridor within the Twin Cities.

The initial management plan for the MNRRA is being prepared by the National Park Service (NPS), in association with the Mississippi River Coordinating Commission. Planning is now in an alternatives development stage. The approved plan is expected in late 1993.

Since we are still early in our planning process, it is difficult to predict how the military reserve area and its resources may relate to the overall management plan for the MNRRA. Nonetheless, the NPS certainly supports retention of this area for recreational purposes. There are many creative and worthwhile uses for the area. As one example, a building in j-area or officer's row could be converted to a museum that interprets the military history of the fort.

Please keep us informed about the progress of this study. We want to be sure to consider any decisions or developments into our planning process for the MNRRA. You may contact me at 290-4160 if you have questions about the MNRRA, or its relationship to the military reserve area.

Sincerely,

Norman J. Reigle
Superintendent



STATE OF MINNESOTA, DEPARTMENT OF MILITARY AFFAIRS
MINNESOTA ARMY AND AIR NATIONAL GUARD
OFFICE OF THE ADJUTANT GENERAL
Veterans Service Building
Saint Paul, Minnesota 55155-2098

December 6, 1991

The Adjutant General - Minnesota

SUBJECT: Fort Snelling State Park, Military Area Use Study

Mr. Ron Nickerson
Minnesota DNR
Division of Parks and Recreation
500 Lafayette Road
St. Paul, MN 55155

Dear Mr. Nickerson:

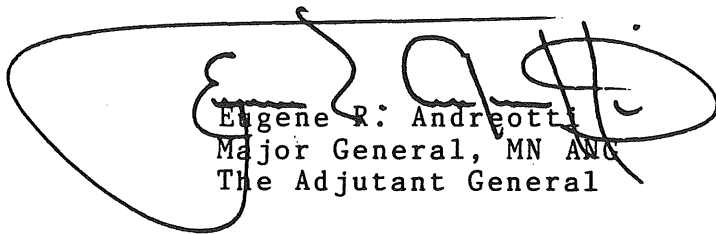
Thank you for providing this opportunity for input in the Fort Snelling State Park, Military Area Use Study. The Department of Military Affairs is encouraged to see that the historic military buildings are receiving increased attention by the Legislature and by the Department of Natural Resources. It is my opinion, however, that the approach being taken by DNR in carrying out the directive of the Legislature will not be helpful in accomplishing reuse of the Military Area.

For more than two years, it has been DMA's position that the Department may be interested in using some of the military buildings at Fort Snelling if it is feasible and prudent to do so. Additional information is needed and must be obtained before a decision on the feasibility of any proposal can be made. For example, information concerning the condition and the costs associated with the utilities and other infrastructure is essential for determining the feasibility of any proposed reuse, but that information does not now exist. To forward proposals that are likely to be completely infeasible due to a lack of this kind of hard data does not seem to be a useful endeavor.

In 1990, DMA submitted a proposal to the Legislative Commission on Minnesota Resources for a study which would, in part, produce the information needed to determine the feasibility of reuse options in the Military Area at Fort Snelling State Park. The proposal was not funded. It was our expectation that DNR would generate the necessary hard data in the study it is now conducting at the direction of the Legislature, but that does not seem to be the case. I remain convinced that reuse cannot be properly evaluated until, at a minimum, additional information on the existing condition of the site and up-to-date restoration cost estimates are available.

I hope that this input will generate discussion among the Parks and Recreation Division staff about how these information needs might be addressed. The Department of Military Affairs continues to maintain its interest in the history of the Military Area and will continue to support your efforts in any way we can.

Sincerely,



Eugene R. Andreotti
Major General, MN ANG
The Adjutant General