



Ramsey County Proposal to build a People's Stadium in Arden Hills

**Submitted at the request of Governor Mark Dayton,
Senator Julie Rosen and Representative Morrie Lanning**

January 12, 2012



Rafael E. Ortega

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BOARD OF RAMSEY COUNTY COMMISSIONERS
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January 12, 2012

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Dear Governor Dayton, Senator Rosen and Representative Lanning:

Thank you for the opportunity to respond to your request for more information regarding the proposed People's Stadium in Arden Hills that will be home to the Minnesota Vikings. Ramsey County is pleased to offer a project proposal that includes:

- An updated development agreement with the Vikings. Ramsey County is the only local partner that has an agreement with the team. The county and the team remain strong partners in moving this project forward.
- A local funding share equivalent to \$375 million in capital and operating costs over 30 years. Ramsey County is the only local partner that will bring local funding to the table without diverting funds from other public purposes or facilities.
- An offer to purchase and remediate land for the project from the federal government for a fixed cost, protecting taxpayers from unanticipated expenses. We will have a deed for 400 acres at closing that is warranted by the U.S. Government to be suitable for stadium development. No other site has had that level of assessment. Ramsey County is the only local partner that has assembled the land necessary to build this project.
- A plan to return 170 acres to the tax rolls, creating \$232 million of property value and generating more than \$6.6 million annually in local property taxes upon buildout.

Minnesota's First Home Rule County

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Enclosed with this letter is a complete description of all elements of our proposal, including the Principles of Agreement that have been negotiated with the team, site information, a project financing plan, stadium construction schedule, ownership structure, and operating model, a list of the compelling public benefits of this site and a long list of municipal and business supporters.

We believe that our Ramsey County proposal is the clearly superior choice for locating a new multi-use facility for the Minnesota Vikings and other public venues. The Ramsey County proposal at Arden Hills *provides the greatest public benefit* and is the only proposal that incorporates all six of the following major features:

1. Maximizes the fan experience by constructing a state-of-the art, 65,000-seat multi-use stadium with 21,000 adjacent parking spaces for game-day tailgating.
2. Cleans up and revitalizes Minnesota's largest Superfund site.
3. Stimulates economic development in the region and expands the tax base by \$232 million.
4. Provides much-needed and long-overdue highway improvements in the North Metro transportation corridor serving 210,000 vehicles per day.
5. Creates more jobs than any other proposal and will put people to work immediately.
6. Is the only proposal that is shovel ready now and can be completed by 2015.

Key Points

- **The site in Arden Hills is the preferred site of the Minnesota Vikings.** It provides the largest financial contribution from the team and is the only proposal that has been fully negotiated with the team. The Principles of Agreement were executed with the team in May 2010 and updated in January 2012. The Vikings have pledged \$425 million, but only for the Arden Hills site.
- **It is the largest site for stadium development. The land has been assembled and can be remediated for a fixed price.** The TCAAP site provides 260 acres for the publicly-owned stadium and parking, with 170 acres of adjacent mixed-use commercial and residential development also available.
- **The Arden Hills site will stimulate major economic development in the North Metro area.** It does what the Metrodome has never been able to do — create private development on adjacent parcels and significantly expand the public tax base. Full mixed-use development

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of the adjacent property will add 170 acres to the tax rolls, with a value estimated at \$232 million, and generate up to \$6.6 million of property taxes each year to the city, county and school district. It will also generate an estimated \$3 million in state property taxes that can be used to reduce state debt service costs. The adjacent private development will be fully integrated with the stadium to optimize the overall site development and to maximize the fan experience.

- **Our project will provide the best game-day fan experience.** The Arden Hills stadium will restore the NFL tradition of tailgating with 21,000 parking spaces adjacent to the stadium.
- **Construction of the stadium and related infrastructure will be completed for the 2015 Vikings season.** Our project is ready to begin now. Land acquisition is under way, and the design process has already begun. The purchase agreement for the site from the U.S. government was approved by the Ramsey County Board in November 2011. The property cost and environmental remediation will come in within budget.
- **The site is centrally located in the Twin Cities metropolitan area** and will provide excellent access for the public — TCAAP is only 10 minutes from both Minneapolis and Saint Paul.
- **The project will vastly improve the North Metro transportation corridor.** This project provides more than just a stadium. It also will contribute \$101 million in much-needed and long-overdue highway improvements. In addition to expanding access to the site, these system improvements will decrease traffic congestion and improve the flow of traffic for 210,000 daily commuters by adding lanes to I-35W and rebuilding the I-35W/694 interchange.
- **The Ramsey County project creates more jobs than any other proposal.** In addition to the 7,500 stadium construction jobs and 3,400 stadium operating jobs it will create, this project will generate 650 highway construction jobs as well as hundreds of jobs on the adjacent private development.
- **This project does not divert funding from other public programs or facilities.** And, unlike Minneapolis, Ramsey County is not restricted to \$10 million in total spending on the project, and would not require the Legislature to override a charter amendment approved by voters.
- **The Ramsey County Board has taken three public votes** to support development of this site. No other proposals have had a public vote by their local governing body.
- **This project has received local community support from municipalities and businesses.** This support includes the Saint Paul Chamber of Commerce and the Roseville Visitors Association. Resolutions of support have been received from the cities of Arden Hills, Blaine, Little Canada, Mounds View, North Oaks and Vadnais Heights, as well as from Chisago County.

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- **This is the only site that is not a work in progress and has been fully vetted by the Metropolitan Council.**

Our project is ready to begin now with no major remaining impediments to the development of the TCAAP site. The County negotiated an agreement for purchase of the property from the United States General Services Administration (GSA) and Army in November, and will soon accept fixed price proposals for remediation of the pollution on the site. The site has been analyzed thoroughly by the Metropolitan Council and is positioned for development immediately. It is one contiguous parcel with one owner, simplifying land assembly. It has immediate highway access, and its location is ideal for the movement of fans in and out of the site.

In closing, we would like to reiterate our belief that the TCAAP site is the ideal site for a future People's Stadium to serve the Vikings and the people of Minnesota. It has been thoroughly analyzed and is the preferred site of the Vikings.

We look forward to our discussion with you.

Sincerely,



Commissioner Rafael E. Ortega
Chair, Ramsey County Board of Commissioners

cc: Ramsey County Board of Commissioners
Zygi Wilf, Owner/Chairman, Minnesota Vikings
Mark Wilf, Owner/President, Minnesota Vikings



PROPOSAL

I. INTRODUCTION

Ramsey County is pleased to present a detailed description of its proposal for a multi-purpose, covered stadium in Arden Hills. The proposal provides specific information on the Principles of Agreement with the Team, the proposed location in Arden Hills, a project financing plan, a construction schedule and budget, an ownership structure and an operating model. Also presented are the many compelling public benefits that will flow from choosing Arden Hills as the location for the new stadium.

The proposal is supported by several documents, which are attached. These documents are the result of countless meetings and thousands of hours of dedicated effort. They demonstrate the progress the County has already made in bringing its proposal to fruition. Importantly, the elements of our proposal have been vetted by experts in the field and independent third parties such as the Metropolitan Council.

The County just this month re-negotiated Principles of Agreement with the Minnesota Vikings. While issues certainly remain to be addressed, the existence of the Updated Principles will make drafting and passage of stadium legislation much easier. The Updated Principles reflect current State funding considerations and serve as the framework for the Ramsey County proposal. The County fully understands that the Governor and Legislature will want to make certain that the Updated Principles also reflect the best interests of the State.

This comprehensive framework for financing and developing a new stadium, based on an agreement between the team and Ramsey County, is designed to facilitate discussion and accelerate action on a new People's Stadium. It awaits only State action.

II. PRINCIPLES OF AGREEMENT WITH THE VIKINGS

Ramsey County has been discussing potential development of a People's Stadium on the Twin Cities Army Ammunition Plant (TCAAP) property in Arden Hills with the Minnesota Vikings for more than 18 months. Ramsey County and the Vikings met regularly from February to May of 2011 to negotiate the Principles of Agreement (**Attachment A**), which were revised in January 2012 (**Attachment B**). In addition to our internal staff team of experts, we have retained the services of Dan Barrett, a national stadium consultant, Tom Johnson and Rick Kubler from Gray Plant Mooty for legal expertise (they represented the public entities involved with the construction of TCF Bank Stadium and Target Field), and Springsted for financial expertise.

The Updated Principles of Agreement set out the mutual commitments that the County and Vikings are willing to make to one another — and to the State as the third partner — in order to build a People's Stadium in Arden Hills. The commitments include:

- A Vikings contribution of \$425 million to the construction of the stadium.
- A Ramsey County public contribution of \$375 million, including \$300 million for capital contributions and \$75 million for operating costs of public events at the stadium.
- A State of Minnesota contribution of \$350 million.
- Investments of \$101 million in off-site transportation infrastructure in the I-35W/694 transportation corridor.
- Establishment of a Stadium Authority, which would own and oversee operations of the facility.
- Construction for a 2015 opening.
- Site acquisition and remediation of TCAAP (the largest Superfund site in the State).
- Operating expenses (approximately \$17 million per year) plus municipal services service costs at the facility borne by the Vikings.

III. THE ARDEN HILLS SITE

A Desirable Location

Ramsey County and the team propose to construct the new People's Stadium on a portion of the former Twin Cities Army Ammunition Plant property in Arden Hills. The new stadium site is located equidistant from Minneapolis and St. Paul, in the heart of the largest population center in the State, adjacent to two major freeways. A detailed map of the site and a second figure showing the location of the proposed redevelopment in relation to the seven-county metro is shown in **Attachment C**.



The County has signed an Offer to Purchase 430 acres of the former TCAAP site from the federal government. (**Attachment D**) The stadium and related improvements and infrastructure will be constructed on 260 acres of the site; the remaining 170 acres will be made available for future private mixed-use development.



History of TCAAP Site

TCAAP was constructed by the federal government early in 1941, and originally comprised 2,370 acres of land and more than 300 buildings. The TCAAP site was once an important national resource, producing small arms ammunition for use during World War II and the Korean and Vietnam conflicts. At its peak during WWII, TCAAP employed approximately 26,000 people. Production of ammunition ceased in the late 1970s. Environmental investigation of TCAAP began shortly thereafter. Throughout the 1980s and 1990s, the federal government completed several environmental investigations and response actions at TCAAP, at a cost of more than \$120 million. With the exception of 19 areas comprising a total of approximately 30 acres, all known soil impacts on the 430 acre parcel have been cleaned to meet applicable commercial/industrial standards.

Approximately 1,500 acres of TCAAP were licensed by the federal government to the National Guard in 2000. Several smaller parcels were transferred to Ramsey County, the City of Arden Hills and the Minnesota Department of Transportation. Ramsey County currently owns a 113-acre regional trail corridor located adjacent to the 430-acre parcel. An additional 123-acre trail corridor/wildlife corridor is planned for transfer to Ramsey County through the National Park Service. This corridor was expanded through negotiations for the 430 acres for the stadium and ancillary development.

Over the last decade, portions of TCAAP have been the subject of several redevelopment proposals. Most recently, Ryan Companies proposed a commercial, retail and residential redevelopment project for approximately 550 acres of TCAAP, which included the 430 acres that are now the subject of the County's stadium proposal and the wildlife corridor. Ryan withdrew its proposal in May 2009, due to the cost associated with developing the property and the downturn in the economy, particularly the housing market.

The Arden Hills Advantage

The Minnesota Vikings have consistently expressed their preference for the Arden Hills site. Siting the stadium in Arden Hills will provide Vikings' fans with a true "game day" experience, with ample space for affordable tailgating and other game day activities enjoyed at other recently constructed stadiums.

MetLife Stadium in East Rutherford, N.J., University of Phoenix Stadium in Glendale, Ariz., FedEx Field in Landover, Md., Gillette Stadium in Foxboro, Mass., and Cowboys Stadium in Arlington, Texas, were all constructed in suburban areas to allow this fan experience and promote associated commercial development and tax base creation. Most recently, in December 2011, Santa Clara, Calif., a suburb of San Jose, approved financing for a new stadium for the San Francisco 49ers. That stadium is slated to open in time for the 2014 NFL season. Another new stadium site is also under consideration for an as-yet-unidentified NFL team in southern California. That stadium, Los Angeles Stadium in Industry, Calif., is proposed to be located on 600 acres of land designed to accommodate 25,000 parking spots and associated commercial development.

The Arden Hills property is by far the largest site under consideration for the stadium redevelopment and can easily accommodate a covered, multi-use stadium and parking, with additional playing fields, retail, restaurants and other amenities. It is located just 10 minutes from both downtowns, and will be a significant catalyst in economic development of the East and North Metro. It will create the most jobs of any proposal – not just for stadium construction and operations, but also through additional highway construction and adjacent private development. It is also the only proposal that will significantly expand the local tax base.



Placing the stadium in Arden Hills also offers an incredible opportunity to improve the North Metro's transportation infrastructure. This may be the only NFL team that has participated in funding interstate highway improvements. A figure showing proposed highway improvements near the property is shown in

Attachment E. Improvements to the highway and transit systems will benefit stadium users on game day and for other events; however, the true beneficiaries of the investment will be the hundreds of thousands of people and the millions of dollars worth of goods traveling through the area on a daily basis. By investing in transit and highway infrastructure, residents and businesses throughout the North Metro will have improved connectivity and mobility, more reliable travel times and reduced costs.

The TCAAP site is the only proposed site that has been fully vetted by the Metropolitan Council. Questions raised by the Stadium Proposal Risk Analysis issued by the Met Council in October 2011 (<http://www.metrocouncil.org/stadiumprop/index.htm>) have now all been answered (**Attachment F**), and the biggest unknown, that of the cost of demolition, remediation and other site preparation activities has been verified by a fixed-cost proposal.

In short, TCAAP is an ideal location for the People's Stadium, and a good investment of public dollars for the cleanup and redevelopment of the State's largest Superfund site. In essence, the State will leverage a significant private investment to the benefit of the State's taxpayers in cleaning up a site that must be returned to long-term viability. Ramsey County has long sought a solution for this site that would return it to the property tax rolls, and enable long-delayed transportation improvements to be completed. The People's Stadium provides a unique catalyst for jump-starting this redevelopment.

IV. STADIUM FINANCING PLAN

The total project budget for the Ramsey County proposal is \$1.111 billion. This includes all capital costs for land acquisition, environmental remediation, stadium design and construction, on-site parking and off-site transportation improvements.

The County believes that the Minnesota Vikings are a State asset. Accordingly, the County's preference is for a statewide funding solution for the People's Stadium.

However, because we so strongly believe in the viability of the Arden Hills site and the importance of its development, Ramsey County has agreed to a local partner share of approximately \$24 million per year, sufficient to support \$375 million in public contributions to the project. This includes \$300 million for capital costs and \$75 million in contributions to the Stadium Authority to offset the operating costs of youth and public events held in the stadium. In addition, approximately \$3 million per year can be made available to reduce State debt-service costs from statewide business taxes that will be generated by the \$232 million in new mixed-use development on the adjacent TCAAP property. (**See Attachment B, Section III of the Updated Principles of Agreement.**)

The County contribution will be raised through a 3% tax on food service and on-sale drinks in Ramsey County. The capacity of such a tax to raise \$24 million per year has been verified by Springsted, a highly regarded public-sector financial advisor (**Attachment G**) and the Minnesota Department of Revenue. As noted in the Springsted report, this tax would be similar to the State-authorized special taxes currently in place in Minneapolis and other Minnesota communities.

Since 1981, local sales taxes have been authorized in previous legislation for 29 cities and counties in Minnesota. (**Attachment H**) This includes authorizations for special local taxes on food, liquor and beverages that do not have local referenda requirements by State statutes. We ask that you authorize this same local funding option in Ramsey County. Once such a tax is authorized, the County's outside legal counsel has determined that the County Board is empowered under the Ramsey County Charter to impose the tax and to direct the proceeds toward the Arden Hills stadium project, without any referendum requirement under State law or the Charter. (**Attachment I**)

The Vikings have committed to paying \$425 million toward project costs with a State contribution required of \$350 million. Most importantly, the revenue sources identified by the County only need legislative authorization in order to become immediately available for use in connection with the stadium project. Ramsey County does not need to divert revenues from other public purposes to cover the local funding share, which — in our proposal — includes significant contributions to both capital and operating expenses.



V. STADIUM CONSTRUCTION SCHEDULE

2015 Stadium Opening

Construction of the stadium and related infrastructure will be completed for the 2015 Vikings season. Each step in the Project Schedule is achievable, as documented in the following paragraphs. In fact, numerous steps have already been successfully taken, which are consistent with achieving the 2015 opening date.

Land Acquisition

The County Board has already taken action to acquire the land necessary for the stadium. On November 15, 2011, the Board authorized County officials to execute an Offer to Purchase 430 acres of the former TCAAP property from the federal government and to issue a Request for Proposals for a fixed fee to complete all required demolition, hazardous material abatement and remediation. The \$28.5 million purchase price includes remediation, all demolition and hazard abatement as well. In other words, the land acquisition cost includes site preparation (bringing it to a vacant land condition). No other site will be ready to go at a guaranteed price.

The County Board submitted the Offer to Purchase to the federal government on December 28, 2011.

The Offer to Purchase sets the purchase price for the 430 acres at \$28.5 million. Once the legislature approves funding for the stadium location in Arden Hills, the federal government will accept the Offer to Purchase

and transfer the 400 acres of the property, including the stadium footprint area, to the County within 30 days. No environmental conditions have been identified on the 400 acres that would prevent immediate construction of the stadium. The remaining 30 acres need further environmental remediation before being suitable for mixed-use development. The federal government will lease the 30 acres to the County, allowing the County immediate access to complete the necessary soil testing and remediation. The costs of demolition of remaining structures, hazardous material abatement and remediation will be credited against the purchase price for the property. The County anticipates that the fixed fee to complete this work will be well within the \$28.5 million purchase price.

Site Preparation

Pursuant to the Offer to Purchase, the County will complete the federal government's obligation to remediate the 30-acre leased property. The federal government retains responsibility for the ongoing groundwater remediation and for any presently unknown environmental conditions encountered on the 430-acre property. The Minnesota Pollution Control Agency, with the concurrence of the U.S. Environmental Protection Agency, recently determined that Minnesota commercial/industrial cleanup standards will apply to the remediation. (Attachment J)

On November 23, 2011, the County issued an RFP to solicit competitive proposals for a fixed fee to complete all demolition, hazardous materials abatement and soil remediation necessary to allow commercial/ industrial use of the entire 430 acres. (RFP details can be found at <ftp://ftp.co.ramsey.mn.us/RFP/>.) In addition to completing the work for a fixed fee, the selected contractor must agree to complete site preparation of the stadium footprint within 9 months from receipt of a notice to proceed from the County. The selected contractor must also complete, within the fixed fee, any additional cleanup required by the MPCA for which the federal government is not responsible. Proposals meeting these specifications are due on January 18, 2012. The upshot is that the County will acquire the 430-acre property without incurring environmental liability, and its financial responsibility for land acquisition, cleanup and site preparation will be capped at \$28.5 million, which is within the County's proposed budget for the stadium project.

Stadium Design and Construction

The Project Schedule was developed by M.A. Mortenson Construction. Mortenson is an experienced stadium contractor, having been the general contractor for both TCF Bank Stadium and Target Field. Based on its experience, Mortenson has indicated that construction of the Arden Hills stadium can be completed for the 2015 season, assuming construction begins by March 2013. The March 2013 start date will be guaranteed through the timeline specifications in the demolition and remediation contract. The only caveat is that stadium legislation must be passed during the current Legislative session. Without that, a 2015 opening is not possible, and significant cost escalation would occur due to the delay.

Two other major activities are covered by the Project Schedule: preparation of an Environmental Impact Statement and completion of the design and construction documents. These activities will begin immediately upon approval of the stadium legislation. They would then run concurrently with the site preparation work (This assumes that the stadium legislation will allow site preparation to proceed during the EIS process in the same manner that was allowed for TCF Bank Stadium and Target Field.) The Arden Hills site is the only location that has already been subjected to any level of environmental review. In the October 2011 Stadium Proposal Risk Analysis prepared on behalf of the Metropolitan Council, no significant environmental risks were identified that would prevent successful completion of the project. In a letter to the Metropolitan Council, the law firm of Gray Plant Mooty gave its assurance that the environmental review could be completed in the time allowed by the Project Schedule. The Gray Plant Mooty firm was legal counsel for the EIS preparation for both Target Field and TCF Bank Stadium.

To ensure there is adequate time to prepare the design drawings and construction documents, the Ramsey County Board authorized issuance of a Request for Qualifications for stadium architectural services.

(Attachment K) The RFQu was issued on December 20, 2011, with responses due by February 1, 2012. This Board action ensures that design work for the stadium can remain on schedule for a 2015 opening.

The design, development and construction of the project will be a collaborative process with oversight by the State, team and County. The team will be responsible for cost overruns associated with development of the stadium and off-site transportation improvements.

VI. STADIUM OWNERSHIP AND OPERATIONS

The County will acquire and transfer 260 acres of the TCAAP property to a publicly-owned, publicly-operated Minnesota Stadium Authority when the site has been sufficiently remediated to allow construction of the stadium and related infrastructure. The Authority, as owner of the stadium, will oversee operations of the facility through a stadium management agreement with the team and a contract with a third-party operator, with operating costs to be reimbursed by the Vikings.

Excess Land at TCAAP

The former TCAAP site in Arden Hills is 430 acres. Of this area, 260 acres are required for the stadium project, leaving 170 acres available for other mixed-use development. The U.S. Government offered the land for sale in its entirety and was unwilling to consider dividing the property to accommodate the stadium development. Accordingly, Ramsey County secured a commitment from the Minnesota Vikings to join the County as its development partner, assuming all costs and risks associated with the 170 acres **(Attachment L)**. The Principles of Agreement between the County and the Minnesota Vikings formalizes this relationship and incorporates the costs associated with the 170 acres in the total project cost and the team's contribution. Removing the 170 acres from the project would reduce the overall project cost and the team's contribution.

Ramsey County is open to discussing alternative approaches with State officials to address the disposition of the 170 acres for private development, provided the County assumes no additional financial risk than outlined in the Principles of Agreement. In order to assure coordinated and successful redevelopment of the entire 430 acres, it is essential that a development partner be in place immediately after stadium legislation is enacted.

VII. PUBLIC BENEFITS

The Arden Hills site offers a unique opportunity for the State and Ramsey County to not only create a new home for the Minnesota Vikings, but to clean up the State's largest Superfund site, speed improvements to congested highways, put thousands of Minnesotans to work now and return hundreds of acres to productive use. Our project will provide:

- \$101 million in local and regional road improvements.
- Cleanup and reuse of the State's largest Superfund site.
- An estimated \$6.6 million per year to County, City and School property taxes.
- An estimated \$3 million per year in State property taxes, to be used to reduce State debt service payments.
- \$232 million in mixed-use development, as well as a catalyst for economic growth in the North Metro.
- The most jobs of any of the proposed stadium sites, because of highway improvements and related nearby development.

- A facility for local colleges, high schools and amateur sports organizations to use for events more than 300 days a year.
- A suitable venue for such events as the Super Bowl and Final Four.
- A venue to attract other professional sports, such as soccer and lacrosse.
- A boost to the entertainment, restaurant and lodging industries in the region.
- A home for the Vikings for the next three decades.

VIII. COMMUNITY SUPPORT

The Ramsey County proposal has garnered strong support from local governments and the business community. Unlike in Minneapolis, the host city of Arden Hills passed a resolution of support for the stadium project and related development in November 2011. The Ramsey County Board of Commissioners has also passed three resolutions in support of redeveloping the TCAAP site and moving the project forward. The St. Paul Area Chamber of Commerce and the Roseville Visitors Association have also been strong, consistent supporters of the Ramsey County proposal. (Letters and resolutions of support from local municipalities and business groups are included in [Attachment M](#))

IX. CONCLUSION

Our project is ready to begin now with no major remaining impediments to the development of the TCAAP site. The County negotiated an agreement for purchase of the property from the GSA and Army in November, and will soon accept bids for remediation of the pollution on site. The site has been analyzed thoroughly by the Metropolitan Council and is ready for stadium development now. The Ramsey County site is one contiguous parcel with one owner, simplifying land assembly. The site has immediate highway access, and its location is ideal for the movement of the public in and out of the site.

We are confident that, as you weigh the several proposals before you, the overwhelming strengths of our plan — presented in partnership with the Vikings — will be very apparent. The TCAAP site in Arden Hills is the ideal site for a future People's Stadium. It has been thoroughly analyzed and is the preference of the Vikings ([Attachment N](#)). It will leverage hundreds of millions of dollars in related development and more than \$101 million in long-overdue highway improvements. It will put thousands of Minnesotans to work this year. And it will ensure the cleanup of the State's largest Superfund site, while returning hundreds of acres to the tax rolls — the only project that will do so.

We thank you for your time and consideration. We look forward to working with you and with the Minnesota Vikings to make Governor Dayton's vision of a true People's Stadium a reality in Ramsey County.

RAMSEY COUNTY/MINNESOTA VIKINGS

PRINCIPLES OF AGREEMENT FOR THE DEVELOPMENT OF A NEW

MULTI-PURPOSE STADIUM

5/10/2011

The following sets forth proposed terms and conditions between Ramsey County (the “County”) and Minnesota Vikings Football, LLC (the “Team” and, together with the County, the “Parties”) with respect to the land acquisition, site remediation, site development (including surface parking), and design, development, financing, construction, operation and maintenance of a new roofed, multi-purpose stadium (“Stadium”) at the Twin Cities Army Ammunitions Plant (“TCAAP”) site in Arden Hills, Minnesota. The Stadium will be owned by a public Stadium Authority and the Team will enter into a long-term lease or license agreement with the Authority.

Background

The Team’s Use Agreement at the Metrodome expires at the end of the 2011 NFL season. For several years, the Team has been actively pursuing the development of a new stadium that will enhance the game experience for its fans, while also serving as an important entertainment and gathering place for spectators and fans across the Upper Midwest. The County desires to locate the Stadium in Arden Hills because of the opportunity to redevelop a large, underutilized parcel located in a central growth corridor. The TCAAP site is the largest vacant environmental Superfund site in the State of Minnesota (“State”). The redevelopment of the TCAAP site will also cause an accelerated schedule for the long-overdue development of critically important transportation improvements in the I-35W/694 transportation corridor that will benefit local and regional residents, daily commuters, as well as tourists that visit other destinations throughout the State. The County further recognizes that development of the Stadium (and potentially ancillary real estate) will generate substantial economic and fiscal impacts including significant job creation, tax revenue, and economic growth, and will improve the overall quality of life in the County. The development of the Stadium will provide a new home for the Team and provide the opportunity for its long-term viability.

State of Minnesota Involvement

The Parties enter into this arrangement recognizing that the State is an indispensable third party to any negotiation and that a binding agreement can only be achieved with its participation. The Parties intend to immediately commence negotiations with the State to discuss its participation in financing the Stadium and necessary off-site regional transportation improvements. The Parties also agree that the State will realize substantial benefits from the development of a new multi-purpose Stadium that can host high school, collegiate, and amateur athletics as well as community, national, and international events. The economic and fiscal benefits include job creation and retention, tax revenue, and economic development.

There have been significant economic and fiscal benefits to the State as the Team’s home over the last 50 years. According to a 2009 RSM McGladrey Study, the Team has generated more than \$180 million in revenue for the State’s General Fund since the Metrodome

opened in 1982. Currently, the State receives approximately \$21 million from the Team and NFL games annually at the Metrodome (including Team and visiting payroll taxes, admissions taxes, and sales tax on tickets, merchandise, and concessions). These direct Team taxes are in addition to the enormous economic benefit that an NFL franchise brings to the region. The County and the Team believe there is sufficient economic justification for the State's investment in this project, including funding off-site transportation improvements and related infrastructure, and the costs of a roof.

City of Arden Hills Involvement

The Parties enter into this arrangement recognizing that the City of Arden Hills ("City") is another important party to the Stadium initiative and ancillary real estate development. The Parties will work cooperatively with the City in the development and construction of the Stadium and ancillary real estate development.

Job Creation and Retention

The construction of the Stadium will create a significant number of jobs and ensure the retention of many more. According to M.A. Mortenson Company, the Stadium will generate approximately 7,500 full and part-time jobs comprising 4.2 million hours of work from construction trades over a three year period, generating over \$286 million in construction wages and \$10 million in income taxes. In addition, the fabrication and delivery of project materials will create a substantial number of additional jobs. It is estimated that 95% of the total materials and labor subcontract value will go to State businesses and workers. The off-site transportation related infrastructure improvements needed near the TCAAP site will create a substantial number of additional jobs. Once the Stadium is completed in 2015, the operation will support approximately 3,400 ongoing full and part-time jobs, according to CSL International. Further, a new Stadium will annually generate more than \$21 million in tax revenue for the State.

Roof

It is the Team's intention to put a retractable roof on the Stadium, cost permitting; however, the Team's programmatic needs are also met by a fixed roof Stadium. If the Team determines a retractable roof is not economically or otherwise feasible, the Team may decide to develop the Stadium with a fixed roof. The Parties also recognize that a roofed facility benefits the State by making the Stadium a year round facility that can accommodate a Super Bowl, NCAA Final Four events (basketball and hockey), and other national and international events.

The challenges associated with including a retractable roof are reflected in the incremental cost of construction (over \$206 million) and the incremental ongoing operating and maintenance expenses (estimated to cost \$4 to \$6 million more per year than an open-air stadium). The Parties also have agreed that if the State believes the costs specifically associated with constructing and operating a roofed Stadium are too high, the County and the Team are prepared to modify these Principles of Agreement and to proceed with developing a multi-purpose, open-air facility.

Off-Site Transportation Infrastructure Improvements

The Minnesota Department of Transportation (MnDOT) has previously identified numerous transportation infrastructure improvements that are required in the region and the immediate vicinity of the TCAAP site. In addition, previous redevelopment proposals also

identified off-site transportation infrastructure improvements that would provide access to the TCAAP site and would be required to redevelop the site commercially. The redevelopment of the TCAAP site requires significant off-site transportation infrastructure improvements. The Parties believe that the cost of providing these off-site transportation infrastructure improvements should be funded through State sources (as well as Federal and other sources). Providing these types of transportation infrastructure improvements to state roadways and interstate highways has traditionally been an obligation of the State. The North Metro area has a need for many of these improvements regardless of whether the Stadium is built. The Parties will work cooperatively with the State to determine the optimal manner for paying the costs of these off-site transportation infrastructure improvements.

In order to accelerate and fund the development of the necessary off-site transportation infrastructure improvements, the County will provide conduit financing for MnDOT in an amount needed to fund such improvements. The County will issue bonds over a term not to exceed 20 years and MnDOT shall be contractually obligated to pay the annual debt service payments on the bonds. The off-site transportation infrastructure improvements shall be designed to meet the current and future regional needs and allow visitors to enter and exit the TCAAP site to access commercial development and Stadium events within a time frame acceptable to the Team. The County and Team shall cooperate to obtain any necessary MnDOT or United States Department of Transportation approvals.

I. **Stadium Location, Design and Construction**

- A. **Stadium Location.** The Stadium will be located at the TCAAP Site in Arden Hills, Minnesota. The Stadium is expected to be open and operational no later than June, 2015.
- B. **Stadium Owner.** The Stadium will be owned by a Stadium Authority (“Authority” as defined in Paragraph IV) and the Team will enter into a long-term lease or license agreement with the Authority. The terms of the lease/license are discussed herein.
- C. **Stadium Design.** The Stadium shall be designed and constructed incorporating the following general program and design elements:
 - 1. The roofed facility shall comprise approximately 1.6 million square feet with up to 65,000 seats, expandable to 72,000. The roofed stadium shall meet or exceed NFL program requirements, and include up to 150 suites and approximately 7,500 club seats.
 - 2. Space for Team-related exhibitions and sales, which shall include the following: Team museum and Hall of Fame, retail merchandise/gift shop retail venue, and themed concessions and restaurants.
 - 3. Space for administrative offices of the Authority.
 - 4. Parking for up to 21,000 cars/trucks including tailgate parking and premium parking area with a separate entrance/exit.
- D. **Stadium Development.** The design, development and construction of the Stadium shall be a collaborative process between the Parties and other key

stakeholders. The Team will manage the design, development and construction of the Stadium in cooperation with the Authority. The County shall have an owner's representative participate in the design, development and construction of the Stadium to provide input and oversight to ensure the facility represents the proper use of public funds, and that the Stadium amenities address public needs consistent with comparable facilities. The Parties shall establish a process to reach consensus on key elements of the Stadium program and design, development and construction of the Stadium in the definitive transaction documents. Because the Team is responsible for certain cost overruns pursuant to Paragraph III.C., the Team shall have final decision making authority with respect to the design, development and construction of the Stadium.

II. **Site Acquisition and Remediation.**

- A. **Site Acquisition.** The TCAAP site will be acquired from the U.S. Army by the County on terms acceptable to the Parties. The Team, or a related entity, will immediately thereafter acquire from the County, as set forth in Paragraph II.C, the portion of land not required for the footprint of the Stadium and Stadium-related access, open (green) space and parking spaces (such portion, "Private Land") and shall become the owner of the Private Land. The development of the Private Land is an important element of the redevelopment and revitalization efforts for the broader TCAAP site. The Stadium project is intended to act as the catalyst for the redevelopment and revitalization of the site. The Team shall retain development rights for at least eight years following the opening of the Stadium. If the Team has not commenced development of the Private Land or provided the County with a reasonably acceptable plan to develop the Private Land within eight years after the opening of the Stadium, the County shall have the option, but shall not be required, to purchase the Private Land from the Team at the current fair market value as determined by a mutually acceptable appraisal mechanism.
- B. **Site Remediation.** The environmental conditions of the entire TCAAP site will be remediated in accordance with the requirements of the U.S. Army. It is anticipated that the site will be remediated to a commercial/industrial standard. Should the proposed development of the Private Land require that the land be remediated to a higher standard, the Team shall pay for any additional costs associated with such remediation. The purchase and other agreements for the TCAAP site between the County and the U.S. Army will provide adequate protection for the Parties (to be mutually agreed upon), including but not limited to provisions that require the U.S. Army to indemnify the County and Team for any remediation obligations that were undisclosed at the time the site was purchased by the County.
- C. **Cost Allocation.** The costs to acquire the TCAAP site and costs of the environmental remediation will be allocated between the County and the Team based on the number of acres owned by each after the Private Land is sold to the Team or its affiliates. The County shall acquire from the U.S. Army approximately 430 acres for the overall project. The Team shall acquire approximately 170 acres from the County immediately after the County has closed on its purchase transaction with the U.S. Army. A mechanism will be provided in the definitive transaction documents that will allow for public access between the Stadium site and Private Land. A mechanism will also be included

in the definitive transaction documents to provide the Team with flexibility in determining the final composition of the Private Land for purposes of locating the Stadium land and development in the future, to be mutually agreed upon by the Parties and other key stakeholders, as appropriate.

III. Sources and Uses of Funds

- A. **Sources and Uses of Funds.** The preliminary sources and uses of funds are outlined in Attachment A.
- B. **Funding Sources.** The following summarizes the key components of the funding sources for the project. The Parties shall work together and cooperate in good faith to identify additional funding sources (e.g. Federal).
1. **Team/Private Contribution.** The Team/Private Contribution shall be \$407 million (net of financing costs) as set out in Attachment A. The Team shall provide a plan to finance its share of the cost allocations set out in Attachment A to the Authority on a timely basis. The Team shall provide a written, binding, bona fide commitment or commitments for the financing to the Authority prior to the County issuing any bonds for the project. The Team shall be permitted to assign any of its rights and obligations hereunder to its affiliates and as collateral to lenders for purposes of obtaining financing; provided, however, that the Team shall remain liable for its obligations hereunder. The Team/Private Contribution will consist of amounts contributed by the Team, NFL, PSL proceeds, and other private revenues generated by the project. To the extent that PSL proceeds exceed \$125 million, such excess shall not be part of the Team/Private Contribution and shall instead be applied in the following order: 1) to fund County cost overruns associated with certain on-site and off-site infrastructure improvements, including surface parking and related interior circulation as delineated and described in Attachment A, 2) to fund County cost overruns associated with site acquisition, remediation, and on-site street improvements as highlighted in Attachment A, 3) to fund cost overruns associated with the development of the Stadium (excluding parking), and 4) to fund the Stadium capital reserve fund as described in Paragraph VI. C.
 2. **County Contribution.** The County will issue tax exempt revenue bonds supported by a one-half percent (1/2 %) State sales tax collected in the County in an amount sufficient to generate \$350 million (net of financing costs) as set out in Attachment A. The County agrees to take action at the County Board level, as soon as reasonably and legally possible. The County shall take immediate steps to draft an agreed upon ordinance or resolution approving the County's revenue source (subject to legislative approval). The County's issuance of any bonds described herein shall be exempted from State statutory debt and bonding limitations.
 3. **State Contribution.** The Parties believe the State should contribute \$300 million (net of financing costs) to the Stadium project as outlined in Attachment A. County and Team shall cooperate to obtain State legislation authorizing the State's contribution and its participation.

- C. **Cost Overruns.** To the extent that PSL proceeds exceed \$125 million, such excess shall be used to fund cost overruns as described in Paragraph III.B.1. To the extent that there is no such excess, or such excess is fully applied to the cost overruns as described in that paragraph, any additional cost overruns shall be funded as follows. The Team shall be responsible for cost overruns (if any) associated with the development of the Stadium (excluding parking). The County shall be responsible for cost overruns (if any) associated with certain on-site and off-site infrastructure improvements, including surface parking and related interior circulation, as delineated and described in Attachment A. The on-site and off-site infrastructure improvements shall be further delineated in the definitive transaction documents but shall not include off-site transportation infrastructure improvements. The Team and the County shall share in cost overruns (if any) associated with site acquisition, remediation, and on-site street improvements as highlighted in Attachment A on a pro-rata basis (170/430 Team – 260/430 County). The State shall be responsible for implementation and delivery of the off-site transportation infrastructure improvement program.
- D. **Timing of Contributions.** The specific timing of contributions shall be determined in the definitive transaction documents. However, it is anticipated that the Team, County and State shall fund their obligations for the project pro-rata based on contribution commitments in a timely fashion. The timing of funding for off-site transportation infrastructure improvements shall be determined.
- E. **Project Savings.** The Team shall receive the first \$41 million in net project savings if total expenditures are less than the costs outlined in Attachment A. (excluding the Team's share of on-site street improvements and site acquisition/remediation costs). The County and Team shall share equally in the next \$100 million in net project savings. The Team, County, and State shall share equally in any net project savings greater than \$141 million.

IV. Stadium Authority

- A. **Composition.** The Authority shall consist of five members. Two members to be appointed by the Governor of Minnesota (one of whom shall reside outside of Ramsey County); two members, including the Chair, to be appointed by the Ramsey County Board; and, one member to be appointed by the City.
- B. **Powers.** The Authority shall have powers and duties similar to those of the Minnesota Ballpark Authority. See, Minn. Stat. § 473.756.
- C. **Funding.** The funding of the Authority's operations shall be determined by the Parties and other key stakeholders. The County shall have no additional financial obligation beyond the contributions described herein. The Team shall contribute up to \$150,000 per year, subject to an annual inflationary index, to the operations of the Authority.

V. Stadium Operations

- A. **Stadium Operation.** The Team will operate and manage the Stadium and parking facilities on behalf of the Authority, pursuant to an agreement to be negotiated by the Authority and the Team. The Stadium shall be operated in a first class manner, similar to and consistent with that of other comparable NFL stadiums. The Team shall be solely responsible for all aspects of Stadium operation. All revenues (net of generally applicable taxes, fees, etc.) derived from the operations of the Stadium and parking facilities including signage, naming rights, etc. shall belong to the Team.
- B. **Operating Expenses.** The Team will bear all the costs of operations of the Stadium and parking facilities in lieu of rent. The annual operating expenses are estimated at approximately \$14 million. In addition, the Team shall pay any and all NFL game day expenses which are estimated at \$3 million annually. The County shall contribute \$1.5 million annually to offset annual operating expenses associated with the operation of the Stadium. This contribution is intended to partially offset the additional expenses associated with operating and maintaining a roofed stadium (as compared to an open air stadium) and to compensate the Team for the public use of the Stadium for civic, non-commercial events as described below. The County contribution will be subject to an annual inflationary index, which amount shall not exceed the annual amount of the increase in sales tax net proceeds collected in the County in each year. Any annual contribution shall be reduced by 4% for each NFL game that is not played in the event the Team does not play a full schedule of NFL games at the Stadium (excluding those games the Team has the ability to play pursuant to Paragraph VI.C.). The County shall have no responsibility for operating expenses at the Stadium or parking facilities beyond the annual contribution above described herein.
- C. **Public Access.** The public will be provided access to the Stadium for a certain number of civic, non-commercial public events/uses. Civic, non-commercial events/uses shall not pay rent for the use of the Stadium. The Team will be reimbursed by those event sponsors for the incremental, out-of-pocket expenses incurred to operate the Stadium during such events/uses. The Parties shall cooperate in good faith and mutually agree on the definition and treatment of civic, non-commercial public events/uses.
- D. **Municipal Services.** The Team shall be responsible for any and all costs incurred for municipal services (e.g. police/security, traffic control, fire prevention, emergency medical, street cleaning/trash removal and other similar services) provided for events held by the Team. The Team and the Authority, in coordination with the City and County, shall cooperatively determine appropriate public and private staffing levels for police/security, traffic control, fire prevention, emergency medical, street cleaning/trash removal and other similar services based upon anticipated attendance for NFL games and any other events held at the Stadium; however, the Authority, in coordination with the City and County, shall have final approval over appropriate staffing and service levels. The Authority, in coordination with the City and County, shall use a "reasonableness standard" in determining appropriate staffing and service levels. In the event that the Parties cannot agree on appropriate staffing and service levels, the Team shall have the right to submit such dispute to a mutually agreed upon mediator or

to arbitration for accelerated dispute resolution. Notwithstanding the foregoing, if the Authority, in coordination with the City and County, determines that an emergency public safety issue exists with respect to a particular NFL game or event, the Authority, in coordination with the City and County, shall have the right to determine and impose the staffing level for such event. Sponsors of civic, non-commercial events/uses shall be responsible for any and all incremental costs incurred for municipal services provided for its events.

VI. Lease/License Conditions and Criteria

The lease/license or other transaction documents between the Authority and the Team shall include the following criteria and conditions:

- A. **Lease Term.** Team will enter into a Stadium lease or use agreement with the County or Authority for a term of 30 years, with Team options to extend the term.
- B. **Capital Improvements.** The Team shall be responsible for making (or for causing others to make) all capital repairs, replacements and improvements for the Stadium and parking facilities. The Team shall maintain (or cause others to maintain) the Stadium and parking facilities in a safe, clean, attractive, and first class manner so as to cause them to remain in a condition comparable to that of other NFL facilities of similar design and age, ordinary wear and tear excepted. The Team shall maintain (or cause others to maintain) the Stadium and parking facilities in a manner that is consistent with all applicable requirements imposed by the NFL, and with the original design and construction program of the Stadium and parking facilities. The Team shall make (or cause others to make) all necessary or appropriate repairs, renewals and replacements, whether structural or non-structural, interior or exterior, ordinary or extraordinary, foreseen or unforeseen, in a prompt and timely manner. Initial funding for a capital repairs, replacement, and improvement reserve fund to be created and managed by the Authority (the "Reserve Fund") shall be provided as outlined in Paragraph III.B.1. The County and the Team will each contribute \$1.0 million annually to the Reserve Fund. The County contribution will be subject to an annual inflationary index, which amount shall not exceed the annual amount of the increase in sales tax net proceeds collected in the County in each year. The County shall have no responsibility for any capital repairs, replacements or improvements to the Stadium and parking facilities beyond the annual contribution described herein. The Team shall pay for any required capital repairs, replacements and improvements in excess of the amounts available in the Reserve Fund. The Reserve Fund shall be used to fund all activities described in this paragraph but shall not be used to remedy design and/or specification deficiencies.
- C. **No Escape.** The Team shall play all regularly scheduled home games (preseason, regular season, and post season) at the Stadium for 30 years (the anticipated term of the bonds). The Team shall not enter into a contractual arrangement with a public or private entity (other than the County) to play any home games at a stadium location other than the Stadium. However, the Team shall have the ability to play occasional league mandated games off-site, and not more than one (1) permitted specialty game per year off-site. The Team will enter into a binding and enforceable non-relocation agreement that includes appropriate specific performance and injunctive relief provisions. The Team shall

not relocate, shall not apply to the NFL to transfer to another location, and shall have no right to terminate the Stadium lease or license.

- D. **Public Share if Team is Sold.** If the Team or any individual with an ownership interest in the Team of twenty percent or more sells an interest in the Vikings, a portion of the Gross Profit must be paid to the Authority and shall be allocated as follows: 1) used to pay any cost overruns incurred by the County as described in Paragraph III. C., and 2) deposited in the Reserve Fund. The portion of the Gross Profit required to be so paid to the Authority is the profit above Team value as of January 1, 2011 equal to 18 percent of the Gross Profit, declining to zero percent ten years after commencement of Stadium construction in increments of 1.8 percent each year (the provision does not apply unless and until the Stadium is opened and available for NFL games). "Gross Profit" is defined as the difference in Equity Value of the Team and related entities primarily involved in the Stadium operations as determined on January 1, 2011 and on the date of sale. "Equity Value" is defined as Fair Market Value less long term Team debt and long term Stadium debt (excluding NFL financing sources such as G3, club seat waivers, etc.) and less equity invested directly in the Stadium (excluding Team share for site acquisition, remediation, and on-site street improvements). The Fair Market Value shall be determined by a mutually acceptable appraisal mechanism as of January 1, 2011 and will be based on the sales price upon a sale. The appraiser(s) shall be instructed to determine the Fair Market Value of the Team on January 1, 2011 assuming no new stadium had been approved. The agreement shall provide exceptions for sales to members of the owner's family and trusts beneficially owned by family members, sales necessitated by the death of an owner, sales to employees aggregating up to ten percent, and sales related to capital infusions not distributed to the owners.
- E. **Affordable NFL Game Tickets.** The lease/license or other transaction documents shall provide for an agreed upon number of affordable tickets.
- F. **LEED Certification.** If the Authority obtains grants sufficient to cover the increased cost, it shall make best efforts to ensure that the Stadium receives Leadership in Energy and Environmental Design ("LEED") certification for environmental design.
- G. **Cooperation with Financing.** The County and Authority will cooperate with the Team to facilitate the financing of the Team's contribution. Such agreement to cooperate shall not require the County or Authority to incur any additional costs or provide conduit financing. The lease/license shall include provisions customarily required by lenders in stadium financings.

VII. **Additional Considerations, Conditions and Criteria**

- A. **Corporate Headquarters.** If the Team elects to construct a new corporate headquarters and/or training complex, such development shall occur in the County. The Team shall not make a significant investment that effectively constitutes a new corporate headquarters or training facility at the existing Winter Park facility (excluding maintenance, ordinary or necessary repairs and substantial repair or replacement resulting from Force Majeure events).

- B. **Governing Agreement.** Before any public funds are raised, there shall either be a governing agreement between the National Football League and its players that allows NFL games to be played in 2011, or there shall otherwise be a reasonable expectation that NFL games will be played in 2011 absent such agreement.
- C. **Sales Tax Exemption.** The County and Team shall jointly seek to exempt from sales taxes building materials purchased for the Stadium and related improvements.
- D. **Special Taxes and Fees.** The County will not impose any special taxes, fees, or other surcharges specific to the Stadium, Team, Team personnel or TCAAP site (such as sales, admissions, parking or other taxes). The County bonds will not be secured by the Stadium or its revenues.
- E. **Maximum Price Contract.** The County and Team shall jointly seek legislation permitting a guaranteed maximum price contract with a contractor and permitting relief from certain aspects of the State's bidding and bonding laws.
- F. **No Referendum.** No referendum shall be required for the County to issue bonds or levy the aforementioned taxes to pay the bonds.
- G. **Hiring and Recruitment.** The Authority shall make every effort to employ women and members of minority communities when hiring. The Authority shall make good faith efforts to engage qualified women, minority owned, and small business enterprise contractors.
- H. **Business Community.** Certain sales thresholds are to be attained from the Business Community with regard to sales of luxury suites, club seats, naming rights, sponsorships and advertising.
- I. **Other Required Agreements.** The Authority must negotiate a public sector project labor agreement or other agreement to prevent strikes and lockouts that could halt or delay construction of the Stadium. To protect its interest in the uninterrupted receipt of revenue from the risk of labor disruption, the Authority shall require the Team to negotiate a labor peace agreement covering Stadium hospitality workers.
- J. **Personal Seat Licenses.** The Authority shall own and retain the exclusive right to sell PSLs to the Stadium, although the Authority shall retain the Team to act as the Authority's agent in marketing and selling such licenses.
- K. **Team Related Entities.** Any of the obligations set forth herein that are related to Stadium design, development, construction, operation or management by the Team may be performed by the Team or a related entity, and the Team or any entity related to the Team may receive any revenues to which the Team is entitled hereunder; provided, however, the Team shall remain liable if any obligations are assigned to a related entity.
- L. **Negotiation of Definitive Documentation.** The Parties agree to cooperate and work together in good faith to achieve the goals described in the terms set forth

above and to enter into definitive documentation. The definitive transaction documents shall include appropriate indemnification provisions.

- M. **Negotiation with State.** The Parties agree that the State is an indispensable third party to this negotiation and that the terms of this Agreement are subject to approval by the State.
- N. **Conditions Precedent and “Walk-Away” Rights.** Either Party may terminate this agreement if the following items are not addressed in a satisfactory manner (timing and expense reimbursement for the Parties to be determined):
1. Timing, terms, and costs associated with the acquisition of the TCAAP Site from the U.S. Army.
 2. Timing, terms and costs associated with the remediation of the TCAAP Site to commercial/industrial standard.
 3. Provision for sufficient funding and a reasonably acceptable plan for completing off-site transportation infrastructure improvements.
 4. Financing terms and conditions related to the issuance of the County bonds and Team debt reasonably acceptable to the Parties to allow the Parties to meet the capital contributions required in Attachment A.
 5. Timing and level of Business Community support acceptable to the Team.
 6. These Principles of Agreement and all of the rights and obligations hereunder may be terminated by either Party if, (i) State legislation providing for financing of the Stadium project has not been passed by July 1st, 2011 or (ii) the Governor of the State publicly opposes State financing of the project or other significant elements of this agreement, including off-site transportation infrastructure improvements, unless the Parties otherwise agree to continue.

RAMSEY COUNTY/MINNESOTA VIKINGS

PRINCIPLES OF AGREEMENT FOR THE DEVELOPMENT OF A NEW MULTI-PURPOSE STADIUM

ATTACHMENT A

<u>Sources of Funds</u>			
Public			650,000,000
State		300,000,000	
County		350,000,000	
Other		0	
Team/Private Contribution			407,050,847
Total			1,057,050,847
<u>Uses of Funds</u>			
Stadium			884,070,675
Stadium Improvements		670,315,779	
Stadium Retractable Roof		205,500,000	
Stadium Related Site Impacts (Including Excavation, Foundation, Etc.)		8,254,896	
On-Site Infrastructure			58,409,776
Site Preparation/Subsurface		7,449,664	
Utilities/Energy		29,880,784	
Site Finishes		10,279,328	
Street Improvements (On-Site)		10,800,000	
On-Site Street Improvements		10,800,000	
Project Share of On-Site Street Improvements	6,530,233		
Team Share of On-Site Street Improvements	4,269,767		
Off-Site Infrastructure			12,445,244
Pedestrian Access and Area Improvements		8,945,244	
Utility Infrastructure		3,500,000	
Parking (Including Interior Circulation)			87,125,152
Site Acquisition/Remediation (Net)			30,000,000
Site Acquisition/Remediation		30,000,000	
Project Share of Site Acquisition/Remediation	18,139,535		
Team Share of Site Acquisition/Remediation	11,860,465		
Metrodome Reserve/Land Sale			(15,000,000)
Total Project Costs			1,057,050,847
Net Surplus/(Deficit)			0

Sources: M.A. Mortenson Company/Minnesota Vikings.

**RAMSEY COUNTY/MINNESOTA VIKINGS
UPDATED PRINCIPLES OF AGREEMENT
FOR THE DEVELOPMENT OF A NEW MULTI-PURPOSE STADIUM
1/12/2012**

The following sets forth proposed terms and conditions between Ramsey County (the “County”) and Minnesota Vikings Football, LLC (the “Team” and, together with the County, the “Parties”) with respect to the land acquisition, site remediation, site development (including surface parking), transportation, and design, development, financing, construction, operation and maintenance of a new roofed, multi-purpose stadium (“Stadium”) at the Twin Cities Army Ammunitions Plant (“TCAAP”) site in Arden Hills, Minnesota. The Stadium will be owned by a public Stadium Authority (“Authority”) and the Team will enter into a long-term lease or license agreement with the Authority.

Background

The Team’s Use Agreement at the Metrodome expires at the end of the 2011 NFL season. For several years, the Team has been actively pursuing the development of a new stadium that will enhance the game experience for its fans, while also serving as an important entertainment and gathering place for spectators and fans across the Upper Midwest. The County desires to locate the Stadium in Arden Hills because of the opportunity to redevelop a large, underutilized parcel located in a central growth corridor. The TCAAP site is the largest vacant environmental Superfund site in the State of Minnesota (“State”). The redevelopment of the TCAAP site will also cause an accelerated schedule for the long-overdue development of critically important transportation improvements in the I-35W/694 transportation corridor that will benefit local and regional residents, daily commuters, as well as tourists that visit other destinations throughout the State. The County further recognizes that development of the Stadium (and potentially ancillary real estate) will generate substantial economic and fiscal impacts including significant job creation, tax revenue, and economic growth, and will improve the overall quality of life in the County. The development of the Stadium will provide a new home for the Team and provide the opportunity for its long-term viability.

State of Minnesota Involvement

The Parties enter into this arrangement recognizing that the State is an indispensable third party to any negotiation and that a binding agreement can only be achieved with its participation. The Parties also agree that the State will realize substantial benefits from the development of a new multi-purpose Stadium that can host high school, collegiate, and amateur athletics as well as community, national, and international events. The economic and fiscal benefits include job creation and retention, tax revenue, and economic development.

There have been significant economic and fiscal benefits to the State as the Team’s home over the last 50 years. According to a 2009 RSM McGladrey Study, the Team has generated more than \$180 million in revenue for the State’s General Fund since the Metrodome opened in 1982. Currently, the State receives approximately \$21 million from the Team and NFL games annually at the Metrodome (including Team and visiting payroll taxes, admissions taxes, and sales tax on tickets, merchandise, and concessions). These direct Team taxes are in addition to the enormous economic benefit that an NFL franchise brings to the region. The

County and the Team believe there is sufficient economic justification for the State's investment in this project.

City of Arden Hills Involvement

The Parties enter into this arrangement recognizing that the City of Arden Hills ("City") is another important party to the Stadium initiative and ancillary real estate development. The Parties will work cooperatively with the City in the development and construction of the Stadium and ancillary real estate development.

Job Creation and Retention

Stadium Construction and Operation. The construction of the Stadium and related improvements will create a significant number of jobs and ensure the retention of many more. According to M.A. Mortenson Company, the Stadium will generate approximately 7,500 full and part-time jobs comprising 4.2 million hours of work from construction trades over a three year period, generating over \$286 million in construction wages and \$10 million in income taxes. In addition, the fabrication and delivery of project materials will create a substantial number of additional jobs. It is estimated that 95% of the total materials and labor subcontract value will go to State businesses and workers. Once the Stadium is completed in 2015, the operation will support approximately 3,400 ongoing full and part-time jobs, according to CSL International. Further, a new Stadium will annually generate more than \$21 million in tax revenue for the State.

Off-Site Transportation Improvements. The off-site transportation related improvements needed near the TCAAP site will create approximately 650 additional jobs throughout construction.

Ancillary Private Development. The Stadium development will spur surrounding private development, the construction and operation of which will create additional jobs and taxes.

Roof

It is the Team's intention to put a fixed roof on the Stadium. However, cost permitting, the Team's programmatic needs are also met by a retractable roof Stadium. If the Team determines a retractable roof is economically or otherwise feasible, the Team may decide to develop the Stadium with a retractable roof. The Parties also recognize that a roofed facility benefits the State by making the Stadium a year round facility that can accommodate a Super Bowl, NCAA Final Four events (basketball and hockey), and other national and international events.

Off-Site Transportation Improvements

The Minnesota Department of Transportation ("MnDOT") has previously identified numerous transportation infrastructure improvements that are required in the region and the immediate vicinity of the TCAAP site. In addition, previous redevelopment proposals also identified off-site transportation improvements that would provide access to the TCAAP site and would be required to redevelop the site commercially. At the request of the State, the proposed financing plan includes \$101 million of off-site transportation improvements as outlined in Attachment A. This estimate has been completed by MnDOT, and reviewed and verified by the

Metropolitan Council Stadium Proposal Risk Analysis dated October 11, 2011. If the cost of the transportation improvements identified by MnDOT and included in the Metropolitan Council Risk Analysis exceeds \$101 million, the Team will be responsible for the overruns. Providing these types of transportation infrastructure improvements to state roadways and interstate highways has traditionally been an obligation of the State. The North Metro area has a need for many of these improvements regardless of whether the Stadium is built.

An advantage of this proposal is that the parties have identified a funding approach to accelerate and fund the development of these necessary off-site transportation improvements. These improvements include adding additional lanes on 35W and rebuilding the I694/35W interchange to serve more than 200,000 vehicles daily, among others. But for the development of this project, these regionwide transportation improvements will not occur in the foreseeable future. The off-site transportation improvements have been identified to meet the current and future regional needs and allow visitors to enter and exit the TCAAP site to access commercial development and Stadium events within a reasonable time frame. The County and Team shall cooperate to obtain any necessary MnDOT or United States Department of Transportation approvals.

I. **Location, Ownership, Design and Construction**

- A. **Stadium Location.** The Stadium will be located at the TCAAP Site in Arden Hills, Minnesota. The Stadium is expected to be open and operational during the 2015 Season.
- B. **Owner.** The Stadium and related improvements will be owned by a Stadium Authority (“Authority” as defined in Paragraph IV) and the Team will enter into a long-term lease or license agreement with the Authority. The terms of the lease/license are discussed herein.
- C. **Program.** The Stadium shall be designed and constructed incorporating the following general program and design elements:
 - 1. The roofed facility shall comprise approximately 1.5 million square feet with up to 65,000 seats, expandable to 72,000. The roofed stadium shall meet or exceed NFL program requirements, and include up to 150 suites and approximately 7,500 club seats.
 - 2. Space for Team-related exhibitions and sales, which shall include the following: Team museum and Hall of Fame, retail merchandise/gift shop retail venue, and themed concessions and restaurants.
 - 3. Space for administrative offices of the Authority.
 - 4. Parking for up to 21,000 cars/trucks including tailgate parking and premium parking area with a separate entrance/exit.
- D. **Design/Development.** The design, development and construction of the Project Stadium shall be a collaborative process between the Parties in recognition of the substantial contributions made by each of them. It is reasonable to expect that each Party will have differing interests, expectations, and priorities with respect to the project. Each of the Parties must be open and respectful to the

interests, expectations and priorities of the other Parties. This collaboration shall be accomplished during design, development and construction of the project through the following process.

1. A Stadium Design and Construction Group (“Group”) shall be established to manage the design of the project and to provide oversight during the construction of the project with the County, Team and State each appointing one member. Each member shall serve at the pleasure of the appointing entity.
2. The Group will hire, by unanimous decision, an experienced Owner’s Representative to assist in the Group’s management, of the design of the project and oversight of construction. The Group Owner’s Representative will represent the Group and be paid out of Project funds.
3. To help the Group carry out its responsibilities during the design and development phase (prior to finalizing the project Guaranteed Maximum Price (“GMP”)), the Authority and the County shall enter into a Development Administration Agreement with the Team in which the Team and the Authority will agree to undertake and pay for those project costs associated with the design and other development tasks needed to develop the project, as described below.
4. Pursuant to the Development Administration Agreement, each member of the Group at its own expense may also hire their own project Representative to assist in performing their respective responsibilities under such agreement.
5. The Group will manage the following aspects of the design and development of the project:
 - Project Program development
 - Project Budget development
 - Project Schedule development
 - Solicitation and selection of an architect and other design consultants (“Design Team”)
 - Direction of the Design Team in the preparation of design documents
 - Site development, including parking and infrastructure
 - Guaranteed Maximum Price process, including solicitation and selection of construction manager/ general contractor (“CM/GM”) for preconstruction services and negotiation of GMP agreement

All other aspects of the project pre-construction and, if applicable, early design & construction packages until a binding and acceptable GMP agreement is signed.

6. The Group shall establish minimum design standards based largely on a mutually agreed upon identified set of recently constructed NFL stadiums (“Recent NFL Stadiums”), and based on the Multi-Purpose Stadium design program completed by the Metropolitan Sports Facilities Commission in December 2008, to be incorporated into the design of the Stadium. The Group shall require the Team and its Project Representative to take responsibility for directing the Design Team to develop design documents for the approval of the Group which describe a project that is consistent with the Project Program, Project Budget and otherwise reasonably comparable with the Recent NFL Stadiums. The Development Administration Agreement shall describe the approval process, which process shall generally provide for independent approvals by each of the State and County members, with the assistance of their respective Project Representatives, and all decisions of the Group must be unanimous. However, if the Group is unable to agree unanimously on any aspect of the design process or any modifications during the construction phase, then the Team shall have the right to make the final decision, as the Team will be responsible for operating a profitable NFL franchise in the Stadium and bearing all related operating costs, and for any cost overruns. After approval of any applicable design documents, generally only material changes to subsequent design documents must be approved by the State and County members.
7. The Group shall require the Team and its Project Representative to conduct the solicitation of the CM/GM with the participation of the Group and its Owner’s Representative and to make a recommendation. Selection of the CM/GM shall be a unanimous decision of the Group. The Team and its Project Representative shall be responsible for directing the preconstruction efforts of the CM/GM in accordance with the Development Administration Agreement. The Group shall work together to minimize project costs while maintaining the minimum design standards. If value engineering is required so that the GMP does not exceed the fixed limit of construction cost set forth in the Project Budget, the Group will participate in any and all such decisions.
8. If any Party requests an addition or change to the minimum design standards that results in the then estimated construction cost of the project or eventual GMP exceeding the fixed limit of construction cost set forth in the Project Budget, that party shall be responsible for the additional cost and/or for the mitigation of any negative impact on the other previously agreed to Project elements.
9. After the GMP is signed, the Group shall require the Team to manage the construction of the project, subject only to the oversight of the Group as described in a Stadium Development agreement to be agreed upon prior

to finalizing the Stadium GMP. It is anticipated that the Project Development Agreement shall require that the Team:

Must construct the project in a manner consistent with the GMP and design documents approved pursuant to the Development Administration Agreement.

Must outfit the Stadium with furniture, fixtures and equipment ("FF&E") consistent with the approved design documents and Recent NFL Stadiums.

Must ensure the completion and commissioning of the Stadium consistent with approved design documents with respect to sustainability otherwise reasonably consistent with the Recent NFL Stadiums.

10. To the extent that the Team determines that it is necessary and appropriate to meet the Project Budget to make any changes to the construction, outfitting, completion or commissioning of the Stadium from the standards described above, such changes shall be subject to the review and approval of the Group, with the Team having final decision-making authority.

II. **Site Acquisition and Remediation.**

- A. **Site Acquisition.** The TCAAP site will be acquired from the United States of America, acting through the General Services Administration, by the County based on the terms of the Offer to Purchase executed December 28, 2011. The Team, or a related entity, will immediately thereafter acquire from the County, as set forth in Paragraph II.C, the portion of land not required for the footprint of the Stadium and Stadium-related access, open (green) space and parking spaces (such portion, "Private Land") and shall become the owner of the Private Land. The development of the Private Land is an important element of the redevelopment and revitalization efforts for the broader TCAAP site. The Stadium project is intended to act as the catalyst for the redevelopment and revitalization of the site. The Team shall retain development rights for at least eight years following the opening of the Stadium. If the Team has not commenced development of the Private Land or provided the County with a reasonably acceptable plan to develop the Private Land within eight years after the opening of the Stadium, the County shall have the option, but shall not be required, to purchase the Private Land from the Team at the current fair market value as determined by a mutually acceptable appraisal mechanism.
- B. **Site Remediation.** The environmental conditions of the entire TCAAP site will be remediated in accordance with the requirements of the Offer to Purchase executed December 28, 2011. The site shall be remediated to the Minnesota Pollution Control Agency Tier II Industrial/Commercial Soil Reference Values. Should the proposed development require that the land be remediated to a higher standard, the Team shall pay for any additional costs associated with such remediation. The Offer to Purchase requires the United States of America, acting through the General Services Administration, to indemnify the County and

Team for any unknown environmental conditions that were undisclosed at the time the site was purchased.

- C. **Cost Allocation.** The costs to acquire the TCAAP site and costs of the environmental remediation will be allocated between the County and the Team based on the number of acres owned by each after the Private Land is sold to the Team or its affiliates. The County shall acquire from the United States of America, acting through the General Services Administration, approximately 430 acres for the overall project. The Team shall acquire approximately 170 acres from the County immediately after the County has closed on its purchase transaction with the U.S. Army. A mechanism will be provided in the definitive transaction documents that will allow for public access between the Stadium site and Private Land. A mechanism will also be included in the definitive transaction documents to provide the Team with flexibility in determining the final composition of the Private Land for purposes of locating the Stadium land and development in the future, to be mutually agreed upon by the Parties and other key stakeholders, as appropriate.

III. Sources and Uses of Funds

- A. **Sources and Uses of Funds.** The preliminary sources and uses of funds are outlined in Attachment B.
- B. **Funding Sources.** The following summarizes the key components of the funding sources for the project. The Parties shall work together and cooperate in good faith to identify additional funding sources (e.g. Federal).
1. **Team/Private Contribution.** The Team/Private Contribution shall be \$425 million (net of financing costs) as set out in Attachment B. The Team shall provide a plan to finance its share of the cost allocations set out in Attachment B to the Authority on a timely basis. The Team shall provide a written, binding, bona fide commitment or commitments for the financing to the Authority prior to the County issuing any bonds for the project. The Team shall be permitted to assign any of its rights and obligations hereunder to its affiliates and as collateral to lenders for purposes of obtaining financing; provided, however, that the Team shall remain liable for its obligations hereunder. The Team/Private Contribution will consist of amounts contributed by the Team, NFL, PSL proceeds, and other private revenues generated by the project. To the extent that PSL proceeds exceed \$125 million, such excess shall not be part of the Team/Private Contribution and shall instead be applied in the following order: 1) to fund County cost overruns associated with its share of site acquisition and remediation as highlighted in Attachment B, 2) to fund Team cost overruns associated with the development of the Stadium, 3) to fund Team cost overruns associated with the Off-Site Transportation Improvements, and 4) to fund the Stadium capital reserve fund as described in Paragraph VI. C.
 2. **County Contribution.** The County will impose a three percent (3%) tax on food, beverage, and on-sale liquor sales in Ramsey County to support a \$300 million (net of financing costs) contribution as set out in

Attachment B. The County shall take immediate steps to approve the County's revenue source upon Legislative enactment of these taxes. The County's issuance of any bonds shall be exempted from State statutory debt and bonding limitations.

3. **State Contribution.** The Parties believe the State should contribute \$350 million (net of financing costs) to the Stadium project as outlined in Attachment A. County and Team shall cooperate to obtain State legislation authorizing the State's contribution and its participation. An additional advantage of this proposal is the private land development opportunity and resulting revenue generated by the property tax fiscal disparities revenues and the State business tax revenues estimated at \$3 million per year at full build-out. Such revenues could be utilized to reduce State debt service costs.
 4. **Other.** Proceeds from the sale of the Metrodome site (net of demolition costs) and any cash reserves held by the Metropolitan Sports Facilities Commission ("Commission"), estimated at \$36 million, shall be allocated to the Stadium project. The Commission will make every effort to preserve and protect the cash reserves to the extent possible. The annual Commission budget will be reviewed and approved by the new Authority. The Authority will be responsible for maximizing the value of the Commission property and selling the property as soon as practicable after the Team plays its last NFL game at the Metrodome. If the Project funds are needed prior to the sale of the land or if the land sale and reserves provide less than \$36 million, the Team shall be responsible for any shortfall or timing issues related to this funding source.
- C. **Cost Overruns.** Team will be responsible for cost overruns associated with development of the Stadium and off-site transportation improvements as identified in the MnDOT estimate as verified by the Metropolitan Council Risk Analysis dated October 11, 2011 (and described in Attachments A and B). The State shall be responsible for implementation and delivery of the off-site transportation improvement program. The Team and the County shall share in cost overruns (if any) associated with site acquisition and remediation as highlighted in Attachment B on a pro-rata basis (170/430 Team – 260/430 County).
- To the extent that PSL proceeds exceed \$125 million, such excess shall be used to fund cost overruns as described in Paragraph III.B.1. To the extent that there is no such excess, or such excess is fully applied to the cost overruns as described in that paragraph, any additional cost overruns shall be funded as described above.
- D. **Timing of Contributions.** The specific timing of contributions shall be determined in the definitive transaction documents. However, it is anticipated that the Team, County and State shall fund their obligations for the project pro-rata based on contribution commitments in a timely fashion.
 - E. **Project Savings.** Any cost savings or additional funds obtained by the Parties shall be (1) used for project cost overruns; (2) used for Project costs including

potentially a retractable roof; (3) deposited into a Stadium operating fund and/or (4) used to fund the Capital Reserve, at the discretion of the Team.

IV. Stadium Authority

- A. **Composition.** The Authority shall consist of five members. Two members to be appointed by the Governor of Minnesota, including the Chair (one of whom shall reside outside of Ramsey County); two members, to be appointed by the Ramsey County Board; and, one member to be appointed by the City.
- B. **Powers.** The Authority shall have powers and duties similar to those of the Minnesota Ballpark Authority. See, Minn. Stat. § 473.756.

V. Stadium Operations

- A. **Stadium Operation.** The Authority, as owner of the stadium, will oversee operations and will enter into a stadium management agreement with the Team whereby the Team will be responsible for selecting a management company (or qualified individual) (“Manager”) to manage the stadium and parking facilities on behalf of the Authority and the Team in a first class manner, similar to and consistent with that of other comparable multi-use, NFL stadiums. The Team will cause the Manager to develop an Operating Plan consistent with such first-class uses to be approved by the Authority and the Team. The Team will also cause the Manager to develop an Annual Operating Budget that is consistent with the Operating Plan. The Team will cause the Manager to operate the stadium and parking facilities in accordance with the Operating Plan and Annual Operating Budget. Any significant changes to the Operating Plan would require approval of the Team and the Authority. The Operating Plan will identify the schedule, number and types of events to be held at the Stadium, which will be consistent with the number and type of events historically operated at the Metrodome.
- B. **Operating Revenues.** Except as noted below, all revenues (net of generally applicable taxes, fees, etc.) derived from the operations of the Stadium and parking facilities including signage, naming rights, etc. shall belong to the Team.

All Non-NFL event profits (event revenues less event expenses), including but not limited to non-NFL event parking revenues, shall be retained by the Manager in a segregated fund for the purpose of 1) funding the Authority’s operating costs (capped at an amount TBD); 2) funding an operating reserve for the Authority (in an amount TBD); 3) deposited into an Non-NFL event reserve fund for community events which do not compete with for-profit events conducted by the Manager (in an amount TBD); 4) remaining funds, if any, are available to offset operating short falls or deposited into the Capital Reserve Fund as determined by the Team.

- C. **Operating Expenses.** The Team will bear all the costs of operations of the Stadium and parking facilities in lieu of rent. The annual operating expenses are estimated at approximately \$14 million. In addition, the Team shall pay any and all NFL game day expenses which are estimated at \$3 million annually. To the extent there is a Stadium operating shortfall, the County shall contribute \$1.5 million annually to offset annual operating expenses associated with the

operation of the Stadium (“County Operating Expense Support Payment”). This contribution is intended to partially offset the additional expenses associated with operating and maintaining a roofed stadium (as compared to an open air stadium) and to compensate the Team for the public use of the Stadium for civic, non-commercial and youth events as described below. The County contribution will be subject to an annual inflationary index, which amount shall not exceed the annual amount of the increase in food, beverage, and on-sale liquor sales tax net proceeds collected in the County in each year. Any annual contribution shall be reduced by 4% for each NFL game that is not played in the event the Team does not play a full schedule of NFL games at the Stadium (excluding those games the Team has the ability to play pursuant to Paragraph VI.C.). The County shall have no responsibility for operating expenses at the Stadium or parking facilities beyond the annual contribution above described herein.

- D. **Public Access.** The public will be provided access to the Stadium for a certain number of civic, non-commercial public events/uses. Civic, non-commercial and youth events/uses shall not pay rent for the use of the Stadium. The Team will be reimbursed by those event sponsors for the incremental, out-of-pocket expenses incurred to operate the Stadium during such events/uses. The Parties shall cooperate in good faith and mutually agree on the definition and treatment of civic, non-commercial public events/uses. The Authority, Team and Manager of the Stadium will work to maximize the use of the facility by attracting events that create economic, fiscal and social benefits to the State, County, and local communities. Examples of such events include: NCAA competitions, concerts, political, civic, community and not-for-profit events. The Authority shall actively seek out civic/community/not-for-profit events consistent (in type and rent) with the historic operations of the Hubert H. Humphrey Metrodome.
- E. **Municipal Services.** The Team and/or the Manager shall be responsible for any and all costs incurred for municipal services (e.g. police/security, traffic control, fire prevention, emergency medical, street cleaning/trash removal and other similar services) provided for its respective events held at the Stadium. The Team and the Authority, in coordination with the City and County, shall cooperatively determine appropriate public and private staffing levels for police/security, traffic control, fire prevention, emergency medical, street cleaning/trash removal and other similar services based upon anticipated attendance for NFL games and any other events held at the Stadium; however, the Authority, in coordination with the City and County, shall have final approval over appropriate staffing and service levels. The Authority, in coordination with the City and County, shall use a "reasonableness standard" in determining appropriate staffing and service levels. In the event that the Parties cannot agree on appropriate staffing and service levels, the Team shall have the right to submit such dispute to a mutually agreed upon mediator or to arbitration for accelerated dispute resolution. Notwithstanding the foregoing, if the Authority, in coordination with the City and County, determines that an emergency public safety issue exists with respect to a particular NFL game or event, the Authority, in coordination with the City and County, shall have the right to determine and impose the staffing level for such event. Sponsors of civic, non-commercial events/uses shall be responsible for any and all incremental costs incurred for municipal services provided for its events.

VI. Lease/License Conditions and Criteria

The lease/license or other transaction documents between the Authority and the Team shall include the following criteria and conditions:

- A. **Lease Term.** Team will enter into a Stadium lease or use agreement with the County or Authority for a term of 30 years, with Team options to extend the term for four additional five year periods.
- B. **Capital Improvements.** The Authority and Team, with input from the Manager, would collectively develop a short-term and long-term capital funding plan that prioritizes and defines the capital improvements on a rolling current year and multi-year basis for the Stadium and parking facilities. A budget for such improvements will be prepared by the Manager, and will be revised on an annual basis as the short-term and long-term funding plans change. The Manager, at the direction of the Team, will be responsible for making all capital repairs, replacements, and improvements for the stadium and parking facilities. All capital repairs and improvements will be approved by the Authority. The Team shall cause the Manager to maintain (or cause others to maintain) the Stadium and parking facilities in a safe, clean, attractive, and first class manner so as to cause them to remain in a condition comparable to that of other NFL facilities of similar design and age, ordinary wear and tear excepted. The Team shall cause the Manager to maintain (or cause others to maintain) the Stadium and parking facilities in a manner that is consistent with all applicable requirements imposed by the NFL, and with the original design and construction program of the Stadium and parking facilities. The Team shall cause the Manager to make (or cause others to make) all necessary or appropriate repairs, renewals and replacements, whether structural or non-structural, interior or exterior, ordinary or extraordinary, foreseen or unforeseen, in a prompt and timely manner.

Initial funding for a capital repairs, replacement, and improvement reserve fund to be created and managed by the Authority (the "Reserve Fund") shall be provided as outlined in Paragraph III.B.1. The Team will contribute \$1.0 million annually to the Reserve Fund. The County shall contribute \$1.0 million annually to the Reserve Fund ("County Reserve Fund Payment"). The County contribution will be subject to an annual inflationary index, which amount shall not exceed the annual amount of the increase in food, beverage, and on-sale liquor sales tax net proceeds collected in the County in each year. The County shall have no responsibility for any capital repairs, replacements or improvements to the Stadium and parking facilities beyond the annual contribution described herein. The Team shall pay for any required capital repairs, replacements and improvements in excess of the amounts available in the Reserve Fund. The Reserve Fund shall be used to fund all activities described in this paragraph but shall not be used to remedy design and/or specification deficiencies.

- C. **No Escape.** The Team shall play all regularly scheduled home games (preseason, regular season, and post season) at the Stadium for 30 years (the anticipated term of the bonds). The Team shall not enter into a contractual arrangement with a public or private entity (other than the County) to play any home games at a stadium location other than the Stadium. However, the Team shall have the ability to play occasional league mandated games off-site, and not

more than one (1) permitted specialty game per year off-site. The Team will enter into a binding and enforceable non-relocation agreement that includes appropriate specific performance and injunctive relief provisions. The Team shall not relocate, shall not apply to the NFL to transfer to another location, and shall have no right to terminate the Stadium lease or license.

- D. **Public Share if Team is Sold.** If the Team or any individual with an ownership interest in the Team sells an interest in the Vikings, a portion of the Gross Profit must be paid to the Authority and shall be allocated as follows: 1) used to pay any cost overruns incurred by the County as described in Paragraph III. C., and 2) deposited in the Reserve Fund. The portion of the Gross Profit (defined as sales price less purchase price) required to be so paid to the Authority is equal to 18 percent, declining to zero percent ten years after commencement of Stadium construction in increments of 1.8 percent each year (the provision does not apply unless and until the Stadium is opened and available for NFL games). The agreement shall provide exceptions for sales to members of the owner's family and trusts beneficially owned by family members, sales necessitated by the death of an owner, sales to employees aggregating up to ten percent, and sales related to capital infusions not distributed to the owners.
- E. **Affordable NFL Game Tickets.** The lease/license or other transaction documents shall provide for an agreed upon number of affordable tickets.
- F. **LEED Certification.** If the Authority obtains grants sufficient to cover the increased cost, it shall make best efforts to ensure that the Stadium receives Leadership in Energy and Environmental Design ("LEED") certification for environmental design.
- G. **Cooperation with Financing.** The County and Authority will cooperate with the Team to facilitate the financing of the Team's contribution. Such agreement to cooperate shall not require the County or Authority to incur any additional costs or provide conduit financing. The lease/license shall include provisions customarily required by lenders in stadium financings.

VII. **Additional Considerations, Conditions and Criteria**

- A. **Corporate Headquarters.** If the Team elects to construct a new corporate headquarters and/or training complex, such development shall occur in the County. The Team shall not make a significant investment that effectively constitutes a new corporate headquarters or training facility at the existing Winter Park facility (excluding maintenance, ordinary or necessary repairs and substantial repair or replacement resulting from Force Majeure events).
- B. **Metropolitan Council Review.** At the direction of the Governor, the Metropolitan Council undertook a comprehensive risk assessment of the project. Consistent with other regional stadium projects, the parties shall seek an exemption from Metropolitan Council Significance Review.
- C. **Sales Tax Exemption.** The County and Team shall jointly seek to exempt from sales taxes any and all materials purchased for the Project as outlined in Attachment B.

- D. **Special Taxes and Fees.** The County will not impose any special taxes, fees, or other surcharges specific to the Stadium, Team, Team personnel or TCAAP site (such as sales, admissions, parking or other taxes). The County bonds will not be secured by the Stadium or its revenues.
- E. **Maximum Price Contract.** The County and Team shall jointly seek legislation permitting a guaranteed maximum price contract with a contractor and permitting relief from certain aspects of the State's bidding and bonding laws.
- F. **No Referendum.** No referendum shall be required for the County to issue bonds or levy the aforementioned taxes to pay the bonds.
- G. **Hiring and Recruitment.** The Authority shall make every effort to employ women and members of minority communities when hiring. The Authority shall make good faith efforts to engage qualified women, minority owned, and small business enterprise contractors.
- H. **Liquidated Damages.** The parties shall agree to liquidated damages provisions in the definitive documents that address any issues or events that cause the project to be impossible or impractical to continue.

In either event, the Team and County intend to close on the acquisition of the land and begin the remediation process shortly after legislation is passed, and the Team and the County will continue to own the land regardless of whether or not the project proceeds, and the cost of the land acquisition and remediation will be shared between the Team and the County even if the State is unable to perform.

- I. **Other Required Agreements.** The Authority must negotiate a public sector project labor agreement or other agreement to prevent strikes and lockouts that could halt or delay construction of the Stadium. To protect its interest in the uninterrupted receipt of revenue from the risk of labor disruption, the Authority shall require the Team to negotiate a labor peace agreement covering Stadium hospitality workers.
- J. **Personal Seat Licenses.** The Authority shall own and retain the exclusive right to sell PSLs to the Stadium, although the Authority shall retain the Team to act as the Authority's agent in marketing and selling such licenses.
- K. **Team Related Entities.** Any of the obligations set forth herein that are related to Stadium design, development, construction, operation or management by the Team may be performed by the Team or a related entity, and the Team or any entity related to the Team may receive any revenues to which the Team is entitled hereunder; provided, however, the Team shall remain liable if any obligations are assigned to a related entity.
- L. **Negotiation of Definitive Documentation.** The Parties agree to cooperate and work together in good faith to achieve the goals described in the terms set forth above and to enter into definitive documentation. The definitive transaction documents shall include appropriate indemnification provisions.

- M. **Negotiation with State.** The Parties agree that the State is an indispensable third party to this negotiation and that the terms of this Agreement are subject to approval by the State.

- N. **Access to Team Financials.** The lease or use agreement or other transaction documents shall provide the Authority access to financial books and records that the Team and Authority deem necessary to determine compliance with and enforcement of the terms of any lease/license or other transaction documents. Prior to financial closing, the Team will provide the Authority with financial disclosure adequate to demonstrate the Team's ability to satisfy its obligations under the transaction documents. Any financial information obtained by the Authority would be considered non-public.

- O. **Other.** These Principles of Agreement and all of the rights and obligations hereunder may be terminated by either Party if the State does not authorize enabling legislation as outlined herein or if the State selects another stadium location in Minnesota, unless the Parties otherwise agree to continue.

**RAMSEY COUNTY/MINNESOTA VIKINGS
 UPDATED PRINCIPLES OF AGREEMENT
 FOR THE DEVELOPMENT OF A NEW MULTI-PURPOSE STADIUM**

ATTACHMENT A

Transportation Infrastructure Improvement Costs

<u>Improvement</u>	<u>Estimated Cost</u>
TH 694/TH 35W Interchange Improvements	\$ 33,000,000
TH 35W Improvements	\$ 2,600,000
TH 35W Managed Lanes	\$ 21,000,000
CSAH 96/TH 35W Interchange	\$ 12,350,000
TH 10 Event Access Improvements	\$ 2,150,000
Old Highway 8 Bridge Replacement	\$ 4,100,000
RR Bridge over TH 694	\$ 6,050,000
RR Bridge over TH 35W	\$ 6,450,000
County Road H	\$ 10,850,000
County Road I	\$ 5,400,000
Connection between County Roads H and I	\$ 5,750,000
TH 10 Bridge Replacements	\$ 9,650,000
Lexington Avenue Event Management Imp.	\$ 1,650,000
Subtotal	\$121,000,000
MnDOT programmed bridge improvements (Credit)	<u>(\$ 20,000,000)</u>
Total	<u>\$101,000,000</u>

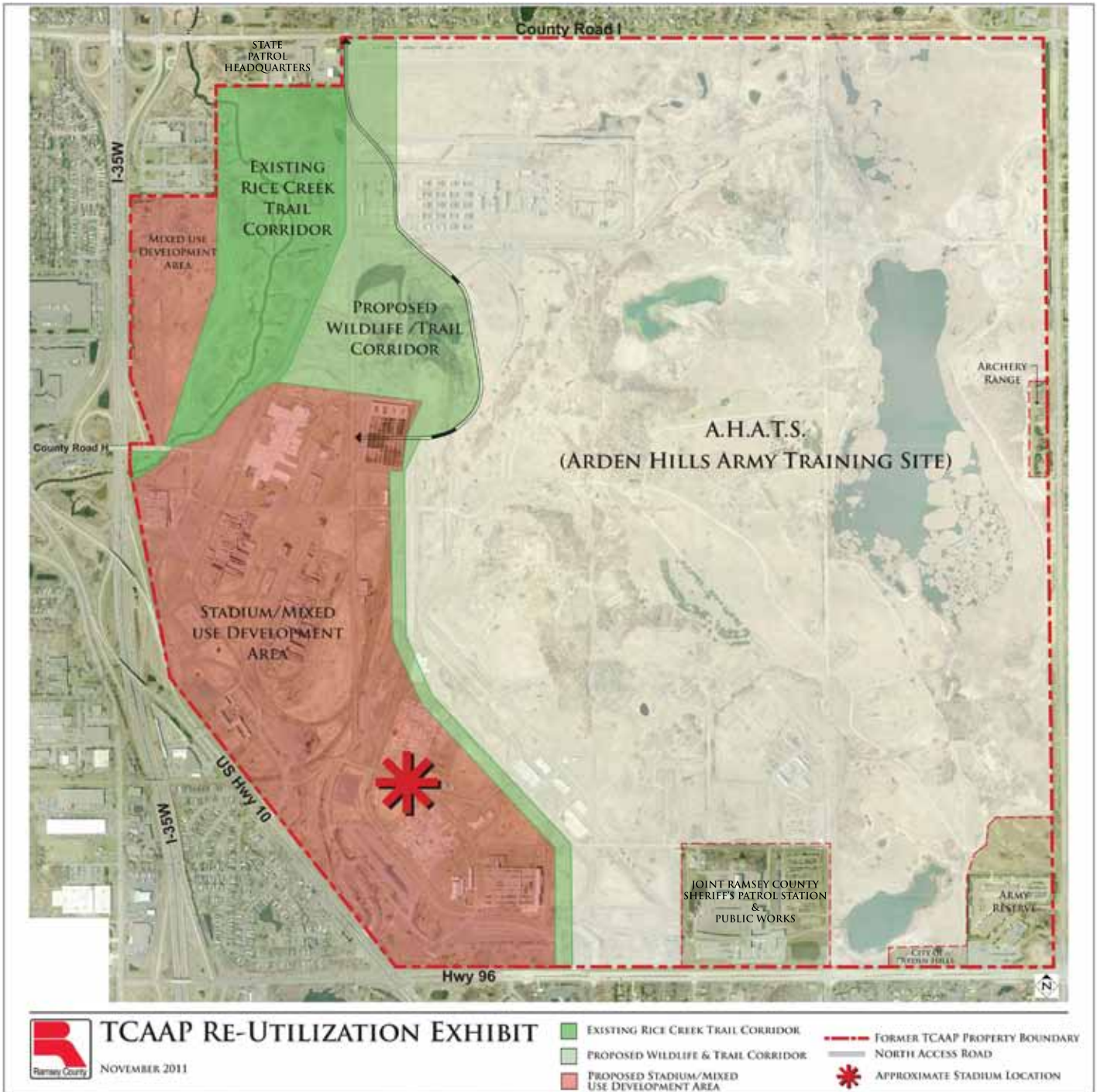
**RAMSEY COUNTY/MINNESOTA VIKINGS
 UPDATED PRINCIPLES OF AGREEMENT
 FOR THE DEVELOPMENT OF A NEW MULTI-PURPOSE STADIUM**

ATTACHMENT B

Sources of Funds			
Public			686,000,000
State		350,000,000	
County		300,000,000	
Other - Metrodome Proceeds - (1)		36,000,000	
Team/Private Contribution			425,050,846
Total			1,111,050,846
Uses of Funds			
Stadium			822,070,674
Stadium Improvements		641,570,674	
Stadium Fixed Roof		180,500,000	
On-Site Infrastructure			56,770,963
Site Preparation/Subsurface		7,449,664	
Utilities/Energy		29,880,784	
Site Finishes		10,279,328	
Surface Improvements		2,630,954	
Project Share of On-Site Street Improvements		6,530,233	
Off-Site Infrastructure			9,814,290
Pedestrian Access and Area Improvements		6,314,290	
Utility Infrastructure		3,500,000	
Parking (Including Interior Circulation)			87,125,152
Project Share of Site Acquisition/Remediation (Net)	Acres:	260	18,139,535
Ancillary Real Estate (Private Land Portion)			16,130,233
Team Share of Site Acquisition/Remediation	Acres:	170	11,860,465
Team Share of On-Site Street Improvements			4,269,767
Off-Site Transportation			101,000,000
Total Project Costs			1,111,050,846
Net Surplus/(Deficit)			0

(1) - Team responsible for any shortfall or timing issues related to this funding source.

Sources: M.A. Mortenson Company/Minnesota Vikings.

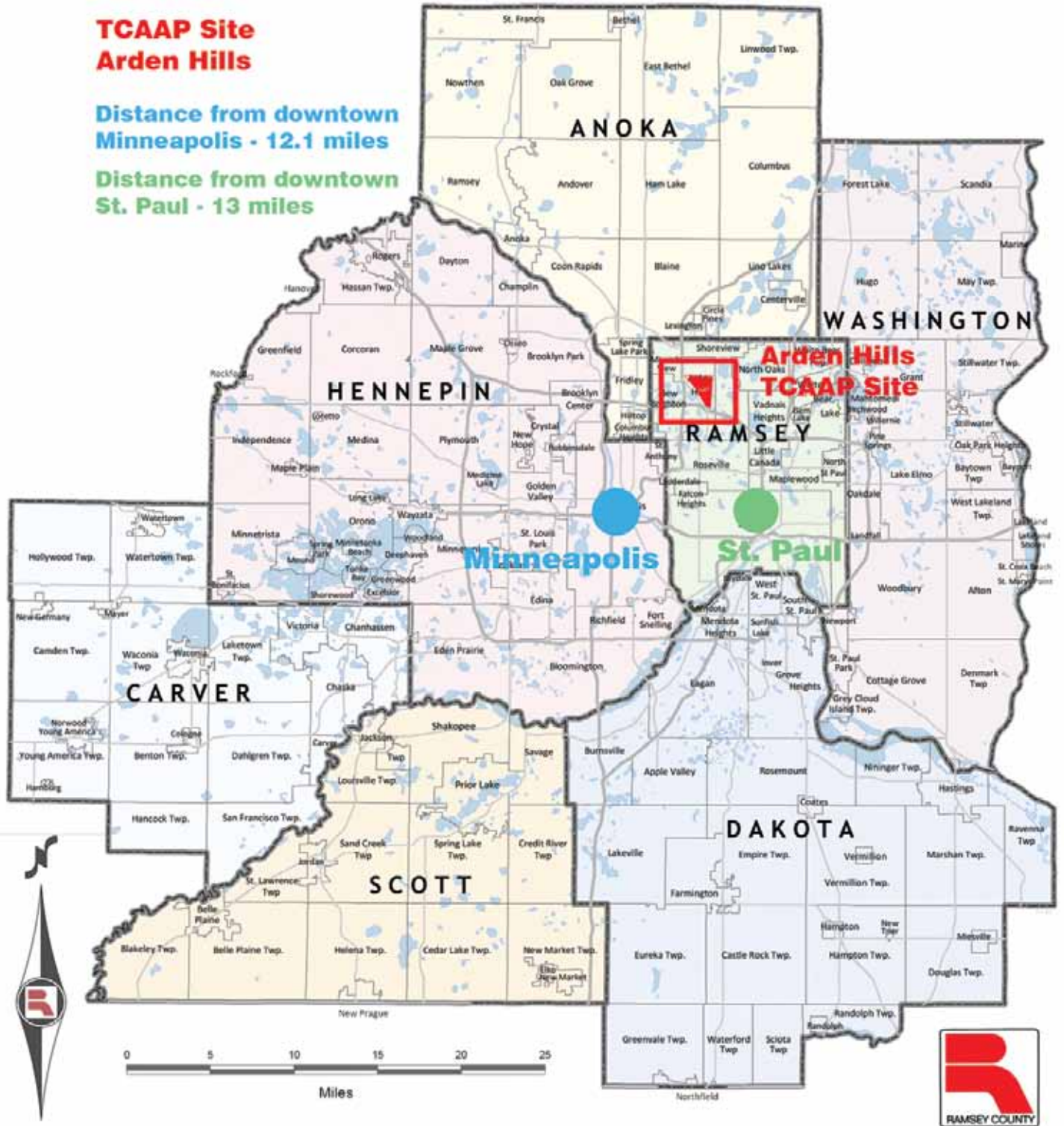


SEVEN COUNTY METRO AREA MAP

**TCAAP Site
Arden Hills**

**Distance from downtown
Minneapolis - 12.1 miles**

**Distance from downtown
St. Paul - 13 miles**



OFFER TO PURCHASE

The undersigned, County of Ramsey, a political subdivision of the State of Minnesota, having an address at 250 City Hall-Courthouse, St. Paul, Minnesota, 55102, hereafter called the “Purchaser,” hereby offers to purchase from the UNITED STATES OF AMERICA, acting by and through the General Services Administration, Property Disposal Division, Region One, 10 Causeway Street, Room 925, Boston, Massachusetts 02222, hereafter called the “Government,” on the terms and subject to the conditions set forth, a parcel of real property comprised of approximately 430 acres of land, including improvements thereon, known as a portion of the former Twin Cities Army Ammunition Plant (TCAAP), more particularly shown on the plan attached hereto as Exhibit A and incorporated herein (the “Property”). Notwithstanding the foregoing, all buildings and personal property comprising the groundwater remediation and monitoring well systems will be retained by the Government and is not a part of the Property.

This Offer to Purchase (this “Offer”) and the acceptance hereof, shall constitute an agreement (“Agreement”) between the Purchaser and the Government, effective as of the date of acceptance. The Agreement shall constitute the whole contract to be succeeded only by subsequent agreements, to be determined by the parties, the formal instruments of transfer, unless modified in writing and signed by both parties. No oral statements or representations made by, or for, or on behalf of either party shall be a part of such contract. Prior to any closing, this Offer, or any interest herein, shall not be transferred or assigned by the Purchaser without the written consent of the Government, and any such action, without such consent, shall be void. Negotiated sales to public bodies under 40 U.S.C. 545(b)(8) will be considered only when the disposal agency has made a determination that a public benefit will result from the negotiated sale which would not be realized from a competitive sale disposal.

TERMS AND CONDITIONS

1. PURCHASE PRICE. The purchase price for the Property is \$28,500,000.00 (Twenty-Eight Million Five Hundred Thousand and no/100 Dollars)] (the “Purchase Price”). Within sixty (60) days of submission by the Purchaser to the Government of this executed Offer, the Government and the Purchaser will reach agreement on the dollar value of the following credits to the Purchase Price: (i) the agreed upon cost to demolish all structures on the Property (utilities, infrastructure and buildings), including the costs to remove and dispose of any contaminants present in the structures; (ii) the agreed upon cost to remediate hazardous substances and petroleum in the soil on the Property to achieve the highest and best use; and (iii) the agreed upon cost to relocate or otherwise alter the groundwater treatment and monitoring well systems. Not included in the credit for remediation are the costs for due diligence activities: (i) typically performed by a purchaser in the acquisition of real property that is similar to the Property; and (ii) performed in connection with the development of the Property.

Concurrently with the execution and delivery of this Offer by the Purchaser, the Purchaser shall pay to the Government an initial earnest money deposit (the “Initial Deposit”) in the amount of

Three Hundred Thousand and no/100 Dollars (\$300,000.00), in the form of certified or cashier checks made payable to the U.S. General Services Administration. Within five (5) business days following the date on which the parties hereto reach agreement on the dollar value of the credits described in the paragraph above, the Purchaser shall pay to the Government an additional earnest money deposit, which additional deposit when combined with the Initial Deposit shall be equal to ten percent (10%) of the Purchase Price (as adjusted by the credits referenced in the paragraph above), in the form of certified or cashier checks made payable to the U.S. General Services Administration.

2. DELIVERY OF INSTRUMENTS OF CONVEYANCE. The transfer of title to the Property to the Purchaser will be phased and will occur at two separate closings, which are described below:

- A. Initial Closing. The initial closing (the “Initial Closing”) will occur within thirty (30) days following the later of: (i) Government’s acceptance of this Offer; or (ii) State approval to finance the redevelopment of the Property. At the Initial Closing: (i) the Purchaser will deliver to the Government fifty percent (50%) of the outstanding Purchase Price (as adjusted by the credits referenced in Section 1 above) by certified or cashier check; (ii) the Government will deliver to the Purchaser a deed (the “Initial Deed”) for a portion of the Property containing approximately 400 acres of land as described on Exhibit A-1 attached hereto and the North Access Road described on Exhibit G of this Offer; (iii) the Government and the Purchaser will enter into a lease (the “Lease”), a draft of which is attached hereto as Exhibit C for approximately 30 acres of land (the “Leased Property”), which land is highlighted in red and brown on the map attached as Exhibit B; and (iv) the United States Department of Army (the “Army”) and the Purchaser will enter into a Memorandum of Agreement in order to set forth the terms and conditions governing the interaction of the Purchaser and the Army relating to property management, environmental response actions, continued operation and maintenance by the Army of the groundwater remediation systems, and other matters.
- B. Final Closing. Within ten (10) business days following receipt by the Army of appropriate written assurances from the MPCA and concurrence from the United States Environmental Protection Agency (“EPA”) determining that the Leased Property has been remediated to the Minnesota Tier II Industrial/Commercial Soil Reference Values; and (ii) the Government’s receipt of the balance of the Purchase Price due by Purchaser, as the same may be diminished by credits to the Purchaser for costs of Self Help as described in Section 27 of this Offer, the Government will deliver to the Purchaser a deed for the Leased Property.

The Initial Deed will retain all necessary rights to ensure that the Leased Property remains marketable (including, without limitation, a retention of rights for access to and from the Leased Property), which rights shall terminate if, as and when the deed for the Leased Property is delivered to the Purchaser.

Each deed will include certain environmental covenants required by Chapter 114E of the Minnesota Statutes (the “Environmental Covenants”) and certain land use controls required by the Land Use Control Remedial Design (the “Land Use Controls”) prepared by the Army and approved by EPA and MPCA (the “LUCRD”). Each deed will contain all of the warranties set forth in the Comprehensive Environmental Response, Compensation and Liability Act (“CERCLA”), § 120(h)(3), 42 U.S.C. § 9620(h)(3). Each deed will also retain all necessary rights to allow the Government and its successors and assigns, to facilitate the continued operation and maintenance of the groundwater remediation and monitoring well systems including, without limitation, rights related to access.

3. CONTINUING OFFER. This Offer shall be deemed a firm and continuing offer from the date of receipt by the Government of this Offer executed by the Purchaser in accordance with the terms of this Offer along with the Deposit until accepted or rejected by the Government; provided, however, that after 120 days have elapsed from the date of such receipt, the Purchaser not having received notice of acceptance may consider this Offer rejected, and if the Government desires to accept the Offer after such 120 days, the consent of the Purchaser thereto shall be obtained.

4. NOTICE OF ACCEPTANCE OR REJECTION. Notice by the Government of acceptance or rejection of this Offer shall be deemed to have been sufficiently given when delivered or mailed to the Purchaser or its duly authorized representative at the address indicated in this Offer.

5. RESOLUTION. There shall be attached to this Offer a copy of the Purchaser’s duly executed resolution authorizing the purchase of and funding for the purchase price of the property. The resolution shall be duly certified under the County seal of the Purchaser to be a true copy.

6. RESCISSION. The Purchaser may rescind its offer, and the Government will return any earnest money paid up until the date of rescission, if: (i) within the time period provided in Section 1 hereof, the Government and the Purchaser failed to reach agreement on the dollar value of the credits identified in Section 1; or (ii) the State approval to finance the redevelopment of the Property is not adopted on or before August 1, 2012. The Government may rescind its acceptance of this Offer if it is reasonably determined by the Government that such action is justified for such causes as a military conflict, a national emergency, or evidence of default, by the Purchaser. For the purpose of this Offer, default shall include but not be limited to, misrepresentation or other wrongful conduct, assignment of the Offer, violation of the covenant against contingencies fees, and inability to effectuate a timely closing. Any rescission will be without liability on the part of the Government other than to return the earnest money deposit without interest

7. DEEDS WITHOUT WARRANTY. The Government shall transfer title to the Property by quitclaim deeds.

8. REVOCATION OF OFFER AND DEFAULT. In the event of revocation of the Offer prior to acceptance, or in the event of any default by the Purchaser in the performance of the contract created by such acceptance not cured within sixty (60) days, any deposit, together with any payments subsequently made on account, may be forfeited at the option of the Government, in which event the Purchaser shall be relieved of further liability.

9. INSPECTION. Failure of the Purchaser to inspect or to be fully informed as to the condition of all or any portion of the Property shall not constitute grounds for any claim or demand for adjustment or withdrawal of the Offer. The Purchaser shall be deemed to have relied solely on its own judgment in assessing the overall condition of all or any portion of the Property.

10. CONDITION OF PROPERTY. Except as otherwise provided herein, the Property is offered “as is” and “where is” without representation, warranty, or guarantee as to quality, quantity, character, condition, size, or kind, or that the same is in condition or fit to be used for any purpose for which it is intended.

11. POSSESSION. Except as provided in this Section 11, possession by the Purchaser of the Property will be granted upon the Initial Closing. The Government will, within ten (10) business days of acceptance by the Purchaser of the Offer, enter into a License Agreement with Purchaser allowing the Purchaser to complete environmental testing on the Property. A draft of the License Agreement is attached as Exhibit D.

12. TITLE EVIDENCE. Any title evidence which may be desired by the Purchaser will be procured at its sole cost and expense. The Government will, however, cooperate with the Purchaser or its authorized agent in this connection by providing a copy of all documentation in its possession pertaining to the title of the Property. It is understood that the Government will not be obligated to pay for any expense incurred in connection with title matters or survey of the Property.

13. LIABILITY. If this Offer is not accepted for any reason or no reason at all, or if this Offer is accepted and (i) the Government fails for any reason to perform its obligations as set forth herein, or (ii) title to the Property does not transfer and vest in the Purchaser for reasons outside the Purchaser’s control, the Government shall promptly refund to the Purchaser all amounts paid by Purchaser, without interest, whereupon the Government shall have no further liability to the Purchaser.

14. TAXES AND RECORDING. The Purchaser shall pay all taxes imposed on this transaction and shall obtain at its own expense and affix to all instruments of conveyance and security documents such revenue and documentary stamps as may be required by Federal and local law. All instruments of conveyance shall be placed on record in the manner prescribed by local recording statutes at the Purchaser’s expense. A recorded copy of the deeds shall be supplied by the Purchaser to the Government within ten (10) business days of conveyance.

15. COVENANT AGAINST CONTINGENT FEES. The Purchaser warrants that it has not employed or retained any person or agency to solicit or secure this Offer upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to terminate the Offer without liability or in its discretion to recover from the Purchaser the amount of such commission, percentage, brokerage or contingent fee in addition to the consideration herein set forth. This warranty shall not apply to commission's payable by the Purchaser upon the contract secured or made through bona fide established commercial agencies maintained by the Purchaser for the purpose of doing business. "Bona fide established commercial agencies" has been construed to include licensed real estate brokers engaged in the business generally.

16. ZONING. Verification of the present zoning and determination of permitted uses hereunder, along with compliance of the Property for present or proposed future use, shall be the responsibility of the Purchaser and the Government makes no representation in regard thereto. The Government does not guarantee that any zoning information is necessarily accurate or will remain unchanged. Any inaccuracies or changes in the zoning information shall not be cause for adjustment or rescission of any contract resulting from the Government's acceptance of the Offer.

17. NON-DISCRIMINATION. The Purchaser covenants for itself, its successors and assigns and every successor in interest to the Property hereby conveyed, or any part thereof, that the said Purchaser and such successors and assigns shall not discriminate upon the basis of race, color, sex, religion, or national origin in the use, occupancy, sale, or lease of the Property, or in their employment practices conducted thereon. This covenant shall not apply, however, to the lease or rental of a room or rooms within a family dwelling unit; nor shall it apply with respect to religion to premises used primarily for religious purposes. The United States of America shall be deemed a beneficiary of this covenant without regard to whether it remains the owner of any land or interest therein in the locality of the Property hereby conveyed and shall have the sole right to enforce this covenant in any court of competent jurisdiction.

18. PROPERTY TO BE SOLD SUBJECT TO EASEMENTS AND LUCRD. The Property will be sold subject to the LUCRD and any and all existing recorded reservations, easements, restrictions, and rights including those reservations, easements, restrictions and rights for private and public roads, highways, streets, pipelines, railroads, utilities, waterlines, sewer mains and lines, drainage, power lines, rights-of-way and remediation controls imposed upon the Property. At the request of Purchaser or its successors or assigns, the Government will, within ten (10) business days of receipt by the Army of appropriate written assurances from the MPCA and concurrence from the EPA determining that the Property has been remediated to allow removal of applicable easements and LUCRD restrictions and authorizing the amendment of the LUCRD and deed, remove such easements and LUCRD restrictions and amend the deed to the Property. Notwithstanding the foregoing, the Purchaser or its successor or assigns shall make such request no more than two (2) times in total and, in the event the process for receiving such appropriate written assurances is lengthy and unduly

cumbersome, the Government shall have the right to allow for the Purchaser or its successor or assigns to make only one (1) such request in total.

19. EXCLUSIONS. Buildings and personal property associated with the groundwater remediation and monitoring well systems shall be retained by the Army. The buildings and personal property associated with the groundwater remediation and monitoring well systems are identified in the attached Exhibit B.

20. EXCESS PROFITS COVENANT FOR NEGOTIATED SALES TO PUBLIC BODIES. This covenant shall run with the land for a period of three years from the dates of execution of each deed. With respect to the Property, if at any time within a 3-year period from the date of the transfer or title by the Government, the Purchaser, or its successors or assigns, shall sell the Property, either in a single transaction or in a series of transactions, it is covenanted and agreed that all proceeds received in excess of Purchaser's or a subsequent seller's actual allowable costs will be remitted to the Government. In the event of a sale of less than the entire Property, actual allowable costs will be apportioned to the Property sold based on a fair and reasonable determination by the Government.

- a) For purposes of this covenant, the Purchaser's or a subsequent seller's allowable costs shall include: (i) the purchase price of acquiring the Property; (ii) the direct costs actually incurred and paid for physical improvements on the subject Property for the following: improvements on the Property which serve only that Property, including road construction, storm and sanitary sewer construction, other public facilities or utility construction, building rehabilitation and demolition, landscaping, grading, and other site or public improvements; (iii) the direct costs actually incurred and paid for design and engineering services with respect to the improvements described; and (iv) the finance charges actually incurred and paid in conjunction with loans obtained to meet any of the allowable costs enumerated above.
- b) None of the allowable costs described in paragraph (a) of this section will be deductible if defrayed by Federal grants or if used as matching funds to secure Federal grants.

To verify compliance with the terms and conditions of this covenant, the Purchaser, or its successors or assigns, shall submit an annual report for each of the subsequent three years to the Government on the anniversary date of each deed. Each report will identify the property involved in the transaction and will contain such of the following items of information as are applicable at the time of the submissions: (i) a statement indicating whether or not a resale has been made; (ii) a description of each portion of the Property that has been resold; (iii) the sale price of such resold portion (iv) the identity of each purchaser; (v) the proposed land use; and (vi) an enumeration of any allowable costs incurred that would offset any profit realized.

The Government may monitor the Property involved and inspect records related thereto to ensure compliance with the terms and conditions of this covenant and may take any actions which it deems reasonable and prudent to recover any excess profits realized through the resale of the Property.

21. OBJECTS AFFECTING NAVIGABLE AIRSPACE. Pursuant to the requirements of House Report Number 95-1053 entitled “FAA Determinations of ‘No Hazard’ For Structures Near Airports”, it has been determined that the Property is located within six (6) nautical miles of the Blaine-Anoka County Airport. No construction on or alternation of the Property or any portion thereof shall be undertaken by the Purchaser, its heirs, successors or assigns unless and until a written determination of no hazard to air navigation shall have been issued the FAA pursuant to 14 CFR Part 77 “Objects Affecting Navigable Air Space” or under the authority of the Federal Aviation Act of 1958, as amended. This restriction shall run with the Property.

22. GOVERNMENT’S RIGHT TO EXTEND CLOSING. Upon mutual agreement between the Government and Purchaser, the Government may reasonably extend the date of the Initial Closing and/or the Final Closing for the purpose of executing any documents necessary for transfer of the Property, including but not limited to any necessary environmental certifications.

23. NOTICE OF THE POSSIBLE PRESENCE OF LEAD-BASED PAINT. Pursuant to the Residential Lead-Based Paint Hazard Reduction Act of 1992, Public Law 102-550 (Title X), the Government hereby acknowledges the required disclosure of the presence of any known lead-based paint and/or lead based paint hazards in target housing constructed prior to 1978 on the Property described in the Deed. The Property contains no improvements defined by Title X as target housing. The Purchaser warrants all structures will be demolished and no occupancy of any kind shall occur on the improvements now located on the Property. After the date of conveyance, the Government shall assume no liability for damages for personal injury, illness, disability or death to the purchaser, or to any other person, including members of the general public, arising from or incident to, the purchase, transportation, removal, handling, use disposition or other activity causing or leading to contact of any kind whatsoever with lead-based paint on the Property, whether the Purchaser has properly warned or failed to properly warn the individual(s) injured

24. ENVIRONMENTAL HAZARDOUS SUBSTANCE ACTIVITIES. Twin Cities Army Ammunition Plant was used in the manufacturing of small caliber ammunition. The Property is listed on the National Priorities List (NPL). A detailed disclosure of hazardous substances stored, released, or disposed on the Property is attached hereto as Exhibit E.

25. CERCLA ACCESS. Government reserves a right of access to all portions of the property for environmental investigation, remediation or other corrective action. This reservation includes the right of access to and use of available utilities at reasonable cost to Government. These rights shall be exercisable when a remedial action, response action or corrective action is found to be necessary after the date of this conveyance, or in which access is necessary to carry out a remedial action, response action, or corrective action on adjoining property. Pursuant to this reservation, the United States of America, and its respective officers, agents, employees, contractors and subcontractors shall have the right (upon reasonable advance written notice to the record title owner) to enter upon the Property and

conduct investigations and surveys, to include drilling, test-pitting, borings, data and records compilation and other activities related to environmental investigation, and to carry out remedial or removal actions as required or necessary, including but not limited to the installation and operation of monitoring wells, pumping wells, and treatment facilities. Any such entry, including such activities, responses or remedial actions, shall be coordinated with the record title owner and shall be performed in a manner that minimizes interruption of activities of authorized occupants, and shall not unreasonably interfere with the conduct of business on the Property, and shall repair any damage to the Property, including improvements thereon, resulting from such entry to the condition existing immediately before its entry thereon.

26. REMEDIATION OF LEASED PROPERTY. The Army is ultimately responsible for ensuring that any and all necessary response actions are taken at the Leased Property for releases that are attributable to the Army. Notwithstanding the foregoing, the Purchaser agrees that the Lease will require that the Purchaser commence the remedial actions necessary to satisfy the Government's obligation under the Federal Facilities Agreement dated August 12, 1987 (the "FFA") and entered into by and between the MPCA, the EPA and the Army provided, however, that the Government will retain the obligation to investigate and remediate any "Unknown Environmental Conditions" at the Leased Property. The term "Unknown Environmental Conditions" will be defined in the Lease as:

Any hazardous substance not identified as present on the Leased Property in the reports listed in Exhibit F hereto, which will be incorporated in the Lease, or the presence of any hazardous substance identified as present on the Leased Property in such reports, but discovered after the effective date of the Lease to be present in locations not identified in such reports.

As indicated in Exhibit C, no rental payment under the Lease will be due by the Purchaser. The term of the lease will be for a period of time commencing on the date of the Initial Closing and expiring on the date on which the Government will deliver to the Purchaser a deed for the Leased Property.

27. SELF HELP FOR UNKNOWN ENVIRONMENTAL CONDITIONS. If Purchaser discovers Unknown Environmental Conditions on the Leased Property prior to the Final Closing, the Purchaser will, within five (5) business days of the discovery, notify the Government and will secure the area where the release was discovered for inspection by the Army. The Army will complete the inspection as soon as possible, but no later than five (5) business days after receipt by the U.S. Government of notification from the Purchaser of the discovery of the Unknown Environmental Condition. The Army and the Purchaser agree to confer regarding the scope of any investigation and remediation that may be necessary within five (5) business days of the Army's inspection of the release. If the Purchaser and Army agree that the Army can perform the investigation and remediation of the release (1) at less cost than the Purchaser and (2) within the same time frame as the Purchaser, the Army has the option to complete any necessary investigation and remediation required by the MPCA or EPA with respect to the Unknown Environmental Condition. If the Army cannot complete the investigation and remediation within the same time frame as the Purchaser, then the Purchaser will perform the investigation and remediation of the release. In either case, the Purchaser

will provide the Government with all test results or reports produced or generated regarding the Unknown Environmental Condition. If the Purchaser conducts the investigation and remediation, the Purchaser may immediately utilize the balance of the Purchase Price held back at the Initial Closing to complete any necessary investigation and remediation required by the MPCA or EPA with respect to the Unknown Environmental Condition, and will provide the Government with written documentation of all costs it incurs to complete the work. Nothing in this Offer, including but not limited to this Section 27, will in any way limit the Government's obligation to investigate and remediate Unknown Environmental Conditions present on the Leased Property, and said obligation shall survive the Initial Closing and Final Closing.

28. RIGHT TO CURE. In the event a party hereto fails to observe or perform any of its obligations under this Offer, after having been provided written notice and failing to cure the default within sixty (60) days, the other party will be entitled to exercise any and all of the remedies for breach which are provided for herein.

29. RETAINED LIABILITIES AND RESPONSIBILITIES. The Government retains liability after the transfer of the Property to the Purchaser for remediation for: (1) nuclear, biological and chemical contamination; (2) munitions and explosives of concern, including unexploded ordnance; (3) groundwater remediation required under the FFA, as further described below; and (4) any other liability required by law to be retained by the Government pursuant to CERCLA, § 120(h)(3), 42 USC §9620(h)(3).

All responsibility for remediation of the groundwater and management and operation of the groundwater treatment and monitoring well systems will be retained by the Army. Pursuant to the FFA, the Army is required to pump and treat or otherwise remediate groundwater on, at, under, or emanating from TCAAP (including the Property). Due to the foregoing, the Army previously constructed two (2) groundwater recovery systems consisting of eighteen (18) extraction wells (thirteen (13) on the Property), seventeen (17) pump houses (twelve (12) on the Property), one (1) groundwater collection trench, two (2) water treatment plants, underground force main infrastructure, and more than 40 monitoring wells. A map of the groundwater recovery systems is attached hereto as Exhibit B. All buildings and personal property associated with the groundwater remediation and monitoring well systems will be retained by the Army so long as the Army is required to perform its groundwater remediation responsibilities. If the Purchaser desires to relocate or otherwise alter the groundwater recovery system, the Purchaser must receive the prior written approval of the Army, EPA and MPCA. Upon completion of all necessary groundwater remediation and upon obtaining the necessary regulatory closures, the groundwater recovery systems (including all buildings and personal property associated therewith) will be conveyed without cost to the Purchaser.

From the time of the First Closing and until the Army completes the groundwater remediation, the Government shall retain the right to access and perform the Government's remediation activities on the Property, and the Purchaser shall not perform construction on and/or otherwise restrict the Government's access to the extraction wells and monitoring wells shown on Exhibit B, or any new wells required by the MPCA or EPA to be installed on the Property. The Government shall have the right (in its sole and absolute discretion) to reserve all

reasonably necessary rights in the deeds for the Property to allow the Army to effectively perform its groundwater remediation activities.

30. EXPLANATORY STATEMENT. An explanatory statement shall be prepared and transmitted to the appropriate Congressional Committees prior to the Government's acceptance of this Offer. The explanatory statement will provide a comprehensive review of the negotiations, the Property and terms of the transaction in accordance with 40 USC 545(b)(8). Within five (5) business days following a favorable review by the appropriate Congressional Committees, the Government will accept this Offer.

31. NORTH ACCESS ROAD. The Purchaser and the Government acknowledge that they are working together in good faith to finalize the north access road alignment depicted on Exhibit G attached hereto ("North Access Road") so as to ensure: (i) that the training activities of the Minnesota National Guard are not adversely impacted; (ii) that the marketability of the parcel of land known as the "Primer Tracer" area is maximized; and (iii) that access to the wildlife corridor and secondary access to the Property is facilitated.

32. EXHIBITS. All exhibits referenced in this Offer and attached hereto are hereby incorporated herein and made a part of this Offer.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, _____ has caused this Offer to be executed and delivered to the United States of America acting by and through the General Services Administration this _____ day of _____, 2011

COUNTY OF RAMSEY

Victoria Reinhardt, Chair
Ramsey County Board of Commissioners

Date: _____

Bonnie Jackelen, Chief Clerk
Ramsey County Board of Commissioners

Date: _____

ACKNOWLEDGEMENT

State of Minnesota
County of Ramsey

In said County and State on this day of _____ 2011 before me personally appeared _____, duly empowered and authorized, known by me to be the individual executing the foregoing instrument and by him duly executed, to be his free act and Deed in his capacity as __ (Title) and who further acknowledged that the same is the free act and Deed of COUNTY OF RAMSEY.

Notary Public
My commission expires: _____

Approved as to form:

Assistant County Attorney

ACCEPTED THIS _____ DAY OF _____, 2011.

AMERICA

Administration

UNITED STATES OF

Acting by and through the
U.S. General Services

BY: _____

John E. Kelly

Director, Real Property Utilization and Disposal

ACKNOWLEDGEMENT

Commonwealth of Massachusetts
County of Suffolk

In Boston, in said County and State on this ___ day of _____ 2011 before me personally appeared John E. Kelly, Director Real Property Utilization and Disposal, General Services Administration, Boston, Massachusetts, duly empowered and authorized, known by me to be the party executing the foregoing instrument and by him duly executed to be his free act and Deed in his capacity as Director Property Disposal, United States General Services Administration, Boston Massachusetts.

Carol H. Chirico, Notary Public
My commission expires August

Exhibit A

That part of Brookland Acres, Ramsey County, Minnesota, according to the recorded plat thereof, and of Sections 9, and 16, Township 30 North, Range 23 West, Ramsey County, Minnesota described as follows:

Commencing at a point on the north line of the Northwest Quarter of said Section 9, a distance of 50.00 feet westerly of the northeast corner of the Northwest Quarter of said Section 9; thence southerly on an assumed bearing of South 00 degrees 43 minutes 50 seconds East along a line parallel with the east line of said Northwest Quarter a distance of 1378.00 feet; thence South 00 degrees 43 minutes 50 seconds East a distance of 791.89 feet; thence South 23 degrees 37 minutes 27 seconds West a distance of 1705.60 feet; thence South 53 degrees 46 minutes 21 seconds West a distance of 220.87 feet to the actual point of beginning of the land to be described; thence South 83 degrees 27 minutes 05 seconds East a distance of 1744.23 feet; thence South 25 degrees 05 minutes 46 seconds West a distance of 465.00 feet; thence South 05 degrees 24 minutes 36 seconds West a distance of 515.00 feet; thence North 89 degrees 48 minutes 32 seconds West a distance of 131.10 feet; thence South 01 degrees 30 minutes 22 seconds East a distance of 1737.59 feet; thence South 24 degrees 24 minutes 27 seconds East a distance of 754.68 feet; thence South 42 degrees 48 minutes 32 seconds East a distance of 2248.42 feet; thence South 00 degrees 02 minutes 56 seconds West a distance of 1333.81 feet; thence South 89 degrees 29 minutes 24 seconds West a distance of 1755.80 feet; thence North 39 degrees 09 minutes 31 seconds West a distance of 2940.24 feet; thence northwesterly a distance of 389.52 feet along a non-tangential curve concave to the northeast having a radius of 5579.58 feet; a central angle of 04 degrees 00 minutes 00 seconds and a chord that bears North 37 degrees 09 minutes 31 seconds West; thence North 35 degrees 09 minutes 31 seconds West a distance of 774.66 feet; thence North 13 degrees 32 minutes 09 seconds West a distance of 1951.24 feet; thence North 00 degrees 44 minutes 05 seconds West a distance of 289.71 feet; thence South 89 degrees 45 minutes 01 seconds East a distance of 94.10 feet; thence North 50 degrees 53 minutes 20 seconds East a distance of 458.87 feet; thence North 01 degree 00 minutes 26 seconds East a distance of 67.70 feet; thence South 89 degrees 18 minutes 06 seconds West a distance of 205.40 feet; thence North 00 degrees 41 minutes 32 seconds West a distance of 114.74 feet; thence North 19 degrees 35 minutes 48 seconds West a distance of 771.62 feet; thence North 00 degrees 41 minutes 32 seconds West a distance of 1182.40 feet; thence North 00 degrees 34 minutes 19 seconds West a distance 849.98 feet; thence South 89 degrees 52 minutes 51 seconds East a distance of 978.81 feet; thence South 00 degrees 33 minutes 53 seconds East a distance of 971.32 feet; thence South 18 degrees 39 minutes 57 seconds West a distance of 1896.72 feet; thence South 82 degrees 05 minutes 01 seconds East a distance of 242.81 feet; thence North 72 degrees 44 minutes 31 seconds East a distance of 363.88 feet; thence North 26 degrees 57 minutes 40 seconds East a distance of 227.73 feet; thence North 46 degrees 51 minutes 46 seconds East a distance of

398.07 feet; thence North 53 degrees 46 minutes 21 seconds East a distance of 232.79 feet to the point of beginning.

Exhibit A-1

That part of Brookland Acres, Ramsey County, Minnesota, according to the recorded plat thereof, and of Sections 9, and 16, Township 30 North, Range 23 West, Ramsey County, Minnesota described as follows:

Commencing at a point on the north line of the Northwest Quarter of said Section 9, a distance of 50.00 feet westerly of the northeast corner of the Northwest Quarter of said Section 9; thence southerly on an assumed bearing of South 00 degrees 43 minutes 50 seconds East along a line parallel with the east line of said Northwest Quarter a distance of 1378.00 feet; thence South 00 degrees 43 minutes 50 seconds East a distance of 791.89 feet; thence South 23 degrees 37 minutes 27 seconds West a distance of 1705.60 feet; thence South 53 degrees 46 minutes 21 seconds West a distance of 220.87 feet to the actual point of beginning of the land to be described; thence South 83 degrees 27 minutes 05 seconds East a distance of 1744.23 feet; thence South 25 degrees 05 minutes 46 seconds West a distance of 465.00 feet; thence South 05 degrees 24 minutes 36 seconds West a distance of 515.00 feet; thence North 89 degrees 48 minutes 32 seconds West a distance of 131.10 feet; thence South 01 degrees 30 minutes 22 seconds East a distance of 1737.59 feet; thence South 24 degrees 24 minutes 27 seconds East a distance of 754.68 feet; thence South 42 degrees 48 minutes 32 seconds East a distance of 2248.42 feet; thence South 00 degrees 02 minutes 56 seconds West a distance of 1333.81 feet; thence South 89 degrees 29 minutes 24 seconds West a distance of 1755.80 feet; thence North 39 degrees 09 minutes 31 seconds West a distance of 2940.24 feet; thence northwesterly a distance of 389.52 feet along a non-tangential curve concave to the northeast having a radius of 5579.58 feet; a central angle of 04 degrees 00 minutes 00 seconds and a chord that bears North 37 degrees 09 minutes 31 seconds West; thence North 35 degrees 09 minutes 31 seconds West a distance of 774.66 feet; thence North 13 degrees 32 minutes 09 seconds West a distance of 1951.24 feet; thence North 00 degrees 44 minutes 05 seconds West a distance of 289.71 feet; thence South 89 degrees 45 minutes 01 seconds East a distance of 94.10 feet; thence North 50 degrees 53 minutes 20 seconds East a distance of 458.87 feet; thence North 01 degree 00 minutes 26 seconds East a distance of 67.70 feet; thence South 89 degrees 18 minutes 06 seconds West a distance of 205.40 feet; thence North 00 degrees 41 minutes 32 seconds West a distance of 114.74 feet; thence North 19 degrees 35 minutes 48 seconds West a distance of 771.62 feet; thence North 00 degrees 41 minutes 32 seconds West a distance of 1182.40 feet; thence North 00 degrees 34 minutes 19 seconds West a distance 849.98 feet; thence South 89 degrees 52 minutes 51 seconds East a distance of 978.81 feet; thence South 00 degrees 33 minutes 53 seconds East a distance of 971.32 feet; thence South 18 degrees 39 minutes 57 seconds West a distance of 1896.72 feet; thence South 82 degrees 05 minutes 01 seconds East a distance of 242.81 feet; thence North 72 degrees 44 minutes 31

seconds East a distance of 363.88 feet; thence North 26 degrees 57 minutes 40 seconds East a distance of 227.73 feet; thence North 46 degrees 51 minutes 46 seconds East a distance of 398.07 feet; thence North 53 degrees 46 minutes 21 seconds East a distance of 232.79 feet to the point of beginning.

Except:

Those areas with soil contamination above Minnesota Pollution Control Agency (MPCA) Tier 2 Industrial Soil Reference Values, totaling approximately 3.9 acres, and depicted as red quadrilateral figures on the attached Exhibit A, and those areas identified as Slab 501, Building 101, and Building 102, as shown on Exhibit A, and excepting all buildings and personal property comprising the groundwater remediation and monitoring well systems, as shown on Exhibit A.

Exhibit A to Exhibit A-1

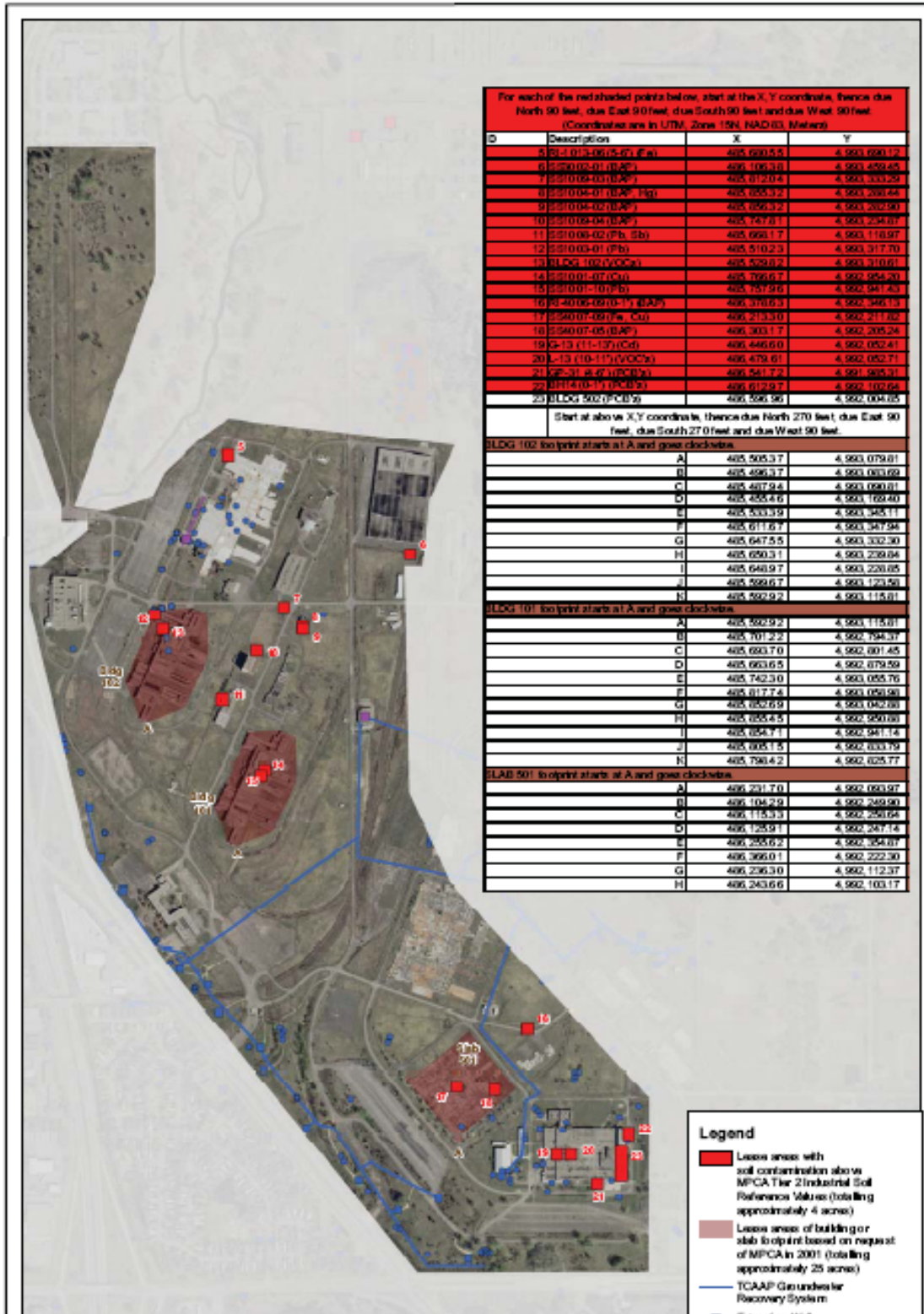


Exhibit B

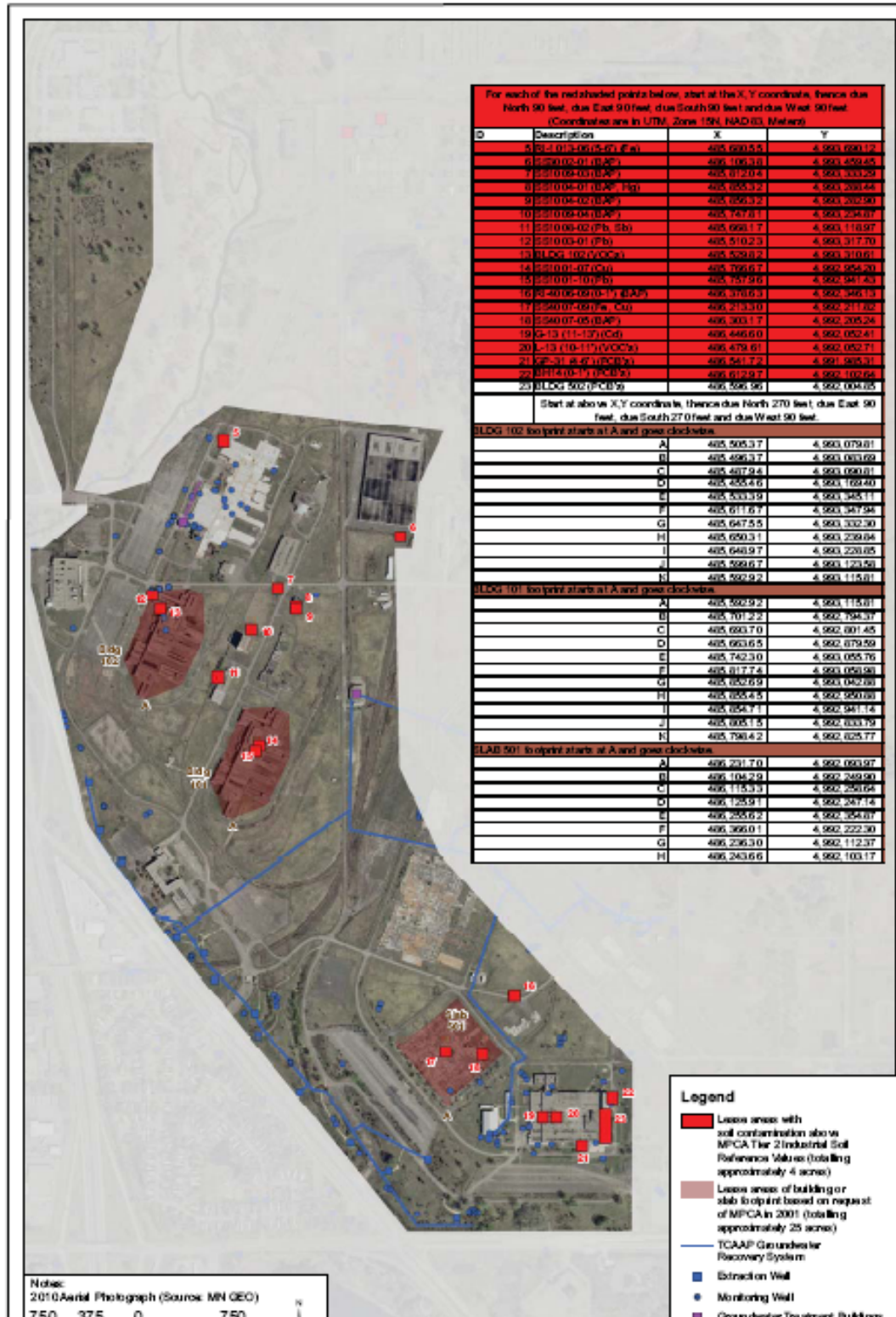


Exhibit C
DRAFT – 12/22/2011
LEASE AGREEMENT

This Lease Agreement (this “**Lease**”) dated _____, 2011 is made by and between the County of Ramsey, a political subdivision of the State of Minnesota (the “**County**”), having an address at 250 City Hall/Court House, 15 West Kellogg Boulevard, St. Paul, Minnesota 55102 and the General Services Administration, as agent for the United States of America (“**Government**”), having a business address at the Thomas P. O’Neill, Jr. Federal Building, 10 Causeway Street, Boston, Massachusetts 02222.

WHEREAS, reference is made to certain real property known as the Twin Cities Army Ammunition Plant located at the intersection of Highways 10 & 96 in Arden Hills, Minnesota (“**TCAAP**”);

WHEREAS, TCAAP contains certain environmental contamination and requires certain remediation, for which the United States Department of Army (the “**Army**”) is ultimately responsible;

WHEREAS, the Army, the United States Environmental Protection Agency (“**EPA**”) and the Minnesota Pollution Control Agency (“**MPCA**”) entered into the Federal Facility Agreement, dated August 12, 1987 (as amended, the “**FFA**”), which document serves to guide such remediation at TCAAP;

WHEREAS, as of the date of this Lease, portions of TCAAP have been conveyed to the County; and

WHEREAS, the County delivered an Offer to Purchase dated December____, 2011 to the Government (“**OTP**”) regarding acquisition by the County from the Government of approximately 430 acres of TCAAP;

WHEREAS, the Government desires the County to perform environmental remediation on certain portions of TCAAP that are still owned by the United States of America (the “**Leased Property**”), and the County has agreed to perform such remediation, all as more particularly set forth below, subject to the conditions, restrictions, and limitations hereinafter described.

NOW THEREFORE, in consideration of the mutual promises, covenants and other good and valuable consideration set forth herein, the sufficiency of which is hereby acknowledged, and the above recitals, which are incorporated herein by this reference, the parties hereto agree as follows:

1. Leased Property. The Government hereby leases to the County, and the County hereby leases from the Government, for the term herein set forth, without any requirement for payment of rent by the County, the Leased Property. The Leased Property consists of those parcels of land highlighted in red and brown on the map attached hereto as Exhibit A (the “**Map**”).
2. Term. The term of this Lease shall be for a period of time (the “**Term**”) commencing on the date of execution of this Lease as provided in Section 2.A of the OTP and expiring on the date (the “**Expiration Date**”) on which the Army delivers a deed conveying ownership of the Leased Property to the County (the “**Deed**”). The Deed will be delivered to the County upon full completion of the County’s work, as **described** in Section 3, below.
3. County’s Work.
 - (a) The Army is ultimately responsible for ensuring that any and all necessary response actions are taken at the Leased Property for releases that are attributable to the Army. Notwithstanding the foregoing, the County agrees that it will commence the environmental soil remedial actions on the Leased Property necessary to satisfy the Government’s obligation under the FFA so that the Leased Property will be cleaned to at least meet the MPCA Tier II Industrial/Commercial Soil Reference Values (“**Tier II SRVs**”) (collectively, the “**County’s Work**”).
 - (b) The County acknowledges that it has been provided with and has had an opportunity to fully review those certain environmental reports listed on Exhibit C attached hereto and incorporated herein by reference (collectively, the “**Reports**”). The County’s Work shall include the remediation of substances required to be addressed in accordance with the Work Plan (such term is defined in Section 3 (d), below) even if any such substances vary in amount and/or concentration from what is stated in the Reports. Notwithstanding the foregoing, the Government will retain the obligation to investigate and remediate any Unknown Environmental Conditions. “Unknown Environmental Conditions” shall mean any hazardous substance not identified as present on the Leased Property in the Reports or the presence of any hazardous substance identified as present on the Leased Property in such Reports, but discovered after the effective date of the Lease to be present in locations not identified in the Reports.
 - (c) If the County discovers Unknown Environmental Conditions on the Leased Property prior to the Expiration Date, the County will, within five (5) business days of the discovery, notify the Government and will secure the area where the release was discovered for inspection by the Army. The Army will complete the inspection as soon as possible, but no later than five (5) business days after receipt by the Government of notification from the County of the discovery of the Unknown Environmental Condition. The Army and the County agree to confer regarding the scope of any investigation and remediation that may be

necessary within five (5) business days of the Army's inspection of the release. If the County and the Army agree that the Army can perform the investigation and remediation of the release (1) at less cost than the County and (2) within the same time frame as the County, the Army has the option to complete any necessary investigation and remediation required by the MPCA or EPA with respect to the Unknown Environmental Condition. If the Army cannot complete the investigation and remediation within the same time frame as the County, then the County will perform the investigation and remediation of the release. In either case, the County will provide the Government with all test results or reports produced or generated regarding the Unknown Environmental Condition. If the County conducts the investigation and remediation, the County may immediately utilize all or any portion of the balance of the Purchase Price held back at the Initial Closing (as Purchase Price and Initial Closing are defined in the OTP) to complete any necessary investigation and remediation required by the MPCA or EPA with respect to the Unknown Environmental Condition, and will provide the Government with written documentation of all costs it incurs to complete the work. Nothing in this Lease, including but not limited to this paragraph, will in any way limit the Government's obligation to investigate and remediate Unknown Environmental Conditions present on the Leased Property, and said obligation shall survive the Initial Closing and Final Closing (as Initial Closing and Final Closing are defined in the OTP).

(d) The County acknowledges that it has enrolled in the MPCA Voluntary Investigation and Cleanup Program ("**MPCA's VIC Program**") and that it will receive MPCA approval for an environmental work plan (the "**Work Plan**") for the Leased Premises. It is understood by the parties hereto that the Work Plan will outline MPCA's oversight role in the cleanup, the process for regulatory closure of soil contamination exceeding the Tier II SRVs on the Leased Property, a schedule for implementation, and the applicable cleanup standards. The County agrees to comply fully with the Work Plan provided, however, in the event of any conflict or inconsistency between the terms of this Lease and the terms of the Work Plan, the terms of the Work Plan, as applicable, shall control and such terms of this Lease shall be deemed modified and/or deleted, as applicable, to allow the County and its contractors and agents to take such actions so as to comply with the Work Plan.

(e) The County's Work shall be deemed completed upon receipt by the Army of appropriate written assurances from the MPCA and concurrence from the EPA determining that the Leased Property has been remediated to the Tier II SRVs.

4. Use of the Leased Property. During the term of this Lease, the County (and its employees, agents and contractors) will enter upon and occupy the Leased Property, subject to the restrictions, conditions and limitations described herein, for the purpose of developing, implementing and performing the County's Work. The County shall use the Leased Property for no purpose other than as described in this Section 4.

5. Right to Inspect County's Work. Upon providing reasonable notice to the County, the Army and its designated representative shall have the right to inspect any actions taken to implement the County's Work. The Army shall also have the limited authority to direct the County, its contractors, and/or agents to stop work if the work is not being performed in accordance with the Work Plan; provided, however, that unless such deficiency constitutes an emergency situation, prior to issuing any such stop work order the Army will identify the deficiency in writing to the County and GSA and the parties will promptly and cooperatively attempt to determine a method for curing such deficiency that does not require a work stoppage. This method for cure, if mutually agreed upon, shall be immediately commenced and diligently pursued by the County. In the event that work is so stopped, Army, GSA and the County shall promptly discuss and determine how to proceed and/or cure any deficiency. Any costs associated with a work stoppage or curative work for nonconforming work shall be the responsibility of the County. If the County's Work is determined not to be nonconforming, then any costs associated with a work stoppage shall be the responsibility of the Army.
6. Site Conditions and Security. The County will be responsible for the costs related to utilities, insurance, security and maintenance associated with the equipment and activities of the County, its employees, agents, and invitees on the Leased Property. In the event the Term is terminated by the Government in accordance with this Lease and does not expire on the Expiration Date, the County shall, at its sole cost and expense promptly repair or replace any property of the Government damaged or destroyed by the County incident to the use and occupation of the Leased Property.
7. Groundwater Remediation. The Army and/or its contractors will be performing certain groundwater remediation on the Leased Property during the Term. The County hereby agrees that it will not interfere with the groundwater remediation activities of the Army or its contractors. The Army shall use commercially reasonable efforts to provide to the County timely notification of its remediation activities that may interfere with the occupation and use of the Leased Property and to minimize potential conflicts between the groundwater remediation activities and the County's Work on the Leased Property. Any entry on the Leased Property by the Army to conduct response or remedial actions shall be coordinated with the County and shall be performed in a manner that minimizes interruption of activities of the County or its designated representatives, and shall not unreasonably interfere with the conduct of business on the Leased Property. The Army shall repair any damage to the Leased Property, including improvements thereon, resulting from such entry, to the condition existing immediately before its entry thereon. Notwithstanding anything in this Lease to the contrary, the County shall, at its sole cost and expense, promptly repair any damage made to any property used in connection with such groundwater remediation activities that is the result of actions by the County.
8. Insurance. As a political subdivision of the State of Minnesota, the County is self-insured. As a condition for this Lease, the County shall throughout the duration of the Term, cover (i) claims attributable to the County (and/or its employees, agents, invitees and contractors) and arising from bodily injury, personal injury and property damage occurring upon, in or about the Government Property; and (ii) Workers'

Compensation claims as required by law. The County shall ensure that its contractors and agents maintain general liability insurance with respect to the Leased Property naming the County, the Army and the Government as additional insureds.

9. Government's Cooperation.

The Government will cooperate with and provide administrative assistance to the County to allow the County to complete all response actions and other activities contemplated by this Lease and the Offer to Purchase, including but not limited to signing waste profile sheets, manifests, owner and other permit or license requests, and any other documents required of an owner or generator of hazardous substances to be shipped from the Leased Property.

Both the Government and the County recognize that the County and any of its contractors or agents are performing the function of being the Government's response action contractor, as is set forth in the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Sec 9619(a), and for purposes of the response actions undertaken by the County on behalf of the Government on the Leased Property, pursuant to Section 3(a) of this lease and the contractual terms in Section 26 of the Offer to Purchase. The Parties, however, also recognize that the Government is not holding harmless or indemnifying the County pursuant to 42 U.S.C. Sec. 9619(c).

10. Fire and Other Casualty. If the Leased Property shall be damaged or destroyed by fire or other unavoidable casualty, the Government and the Army shall not be responsible for any repair and/or restoration related to the same.

11. Compliance with Laws. The County shall, at its sole cost and expense, throughout the Term:

(a) obtain and maintain as necessary all permits, licenses and approvals required by any governmental authority with jurisdiction thereof for the use by the County, its employees, agents, invitees or licensees of the Leased Property for uses permitted by this Lease; and

(b) comply with all applicable laws, rules regulations and by-laws of governmental authorities, and with the terms and conditions of all permits, licenses and approvals issued to the County in connection with the use by the County and its employees, agents and contractors of the Leased Property for the uses permitted by this Lease.

12. Defaults and Remedies. In the event either party fails to observe or perform any of its obligations under this Lease or otherwise breach the Lease, after having been provided written notice and failing to cure the default within sixty (60) days, the other Party will be entitled to exercise any and all remedies for breach which are provided in the Lease, as well as any other remedies to which the Party is entitled at law or equity.

13. Representations and Warranties of the County.

- (a) The County has all of the requisite power and authority to deliver this Lease and the releases and indemnification's contemplated herein.
- (b) This Lease has been duly executed and delivered by the County and constitutes the legal, valid and binding obligation of the County enforceable in accordance with its terms.
- (c) The execution and delivery of this Lease by the County does not, and the consummation of the transactions contemplated by this Lease and the compliance with its terms, conditions and provisions by the County will not conflict with or result in a breach of or constitute a default (or an event which might, with the passage of time or the giving of notice or both, constitute a default) under any of the terms, conditions or provisions of any agreement or instrument to which the County is a party or by which the County may be bound or affected, or any judgment or order of any court or governmental department, commission, board, agency or instrumentality, domestic or foreign, or any applicable law rule or regulation.

14. Miscellaneous Provisions.

- (a) No Third Party Beneficiaries. Nothing in this Lease, expressed or implied, is intended to confer upon any person, other than the Army, the County, and the Government; any benefits, rights or remedies under or by reason of this Lease.
- (b) Entire Agreement. Except for the OTP and the Memorandum of Agreement referenced in Section 2.A. of the OTP, this Lease and the Exhibits hereto, each of which is hereby incorporated herein and made a part hereof, set forth all of the agreements, promises, covenants, conditions and undertakings between the parties with respect to the subject matter hereof, and supersede all prior and contemporaneous agreements and understandings, inducements, or conditions, express or implied, oral or written.
- (c) Amendment. No waiver or modification of any of the terms of this Lease shall be valid unless in writing and signed by each of the parties hereto.
- (d) Assignment. The County agrees that it will not assign, mortgage, pledge or otherwise encumber or transfer this lease or any interest therein, or sublease the whole or any part of the Leased Property, without obtaining on each occasion the written consent of the Government.
- (e) No Waiver or Release. No failure of the Government to exercise, or delay by the Government in exercising, any right or remedy or option provided for herein shall be deemed to be a waiver of any of the covenants or obligations of the County hereunder or the right of the Government to enforce the same. No forbearance on the part of the Government or any other indulgence given by the Government to the County shall operate to release or in any manner

affect the obligations of the County hereunder. A waiver by any party of a default hereunder in one or more instances shall not be construed as constituting a continuing waiver or as a waiver of other instances of default

(f) Partial Invalidity. In the event any one or more of the provisions contained in this Lease shall for any reason be held to be invalid, illegal or unenforceable in any respect, the remainder of this Lease shall not be affected thereby, and each covenant and provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

(g) Captions. The captions used as headings for the various sections of this Lease are used only as a matter of convenience for reference, and are not to be considered a part of this Lease or to be used in determining the intent of the parties to this Lease.

15. Governing Law. The construction and effect of the terms of this Lease shall be determined in accordance with federal law.

16. Notices. All notices and other communication which is required or permitted by this Lease shall be in writing and delivered by personal service, sent by registered or certified first class US mail, postage prepaid, properly addressed, return receipt requested, or by overnight receipt delivery service such as Federal Express, if intended for the County, addressed to the County of Ramsey at the address first set forth above, and if intended for the Government, addressed to the Director, Real Property Utilization & Disposal Division (1PZ) at the address first set forth above.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as a sealed instrument under federal law on the day and year first written above.

UNITED STATES OF AMERICA
Acting by and through the
Administrator of General Services

COUNTY OF RAMSEY

By: _____
John E. Kelly
Director
Real Property Utilization & Disposal
Division, Public Buildings Service
General Services Administration

Victoria Reinhardt, Chair
Ramsey County Board of Commissioners

Bonnie Jackelen, Chief Clerk
Ramsey County Board of Commissioners

Date: _____

Approval Recommended:

Gregory A. Mack, Director
Parks and Recreation Department

Approved as to form and insurance:

Exhibit A to Lease Agreement

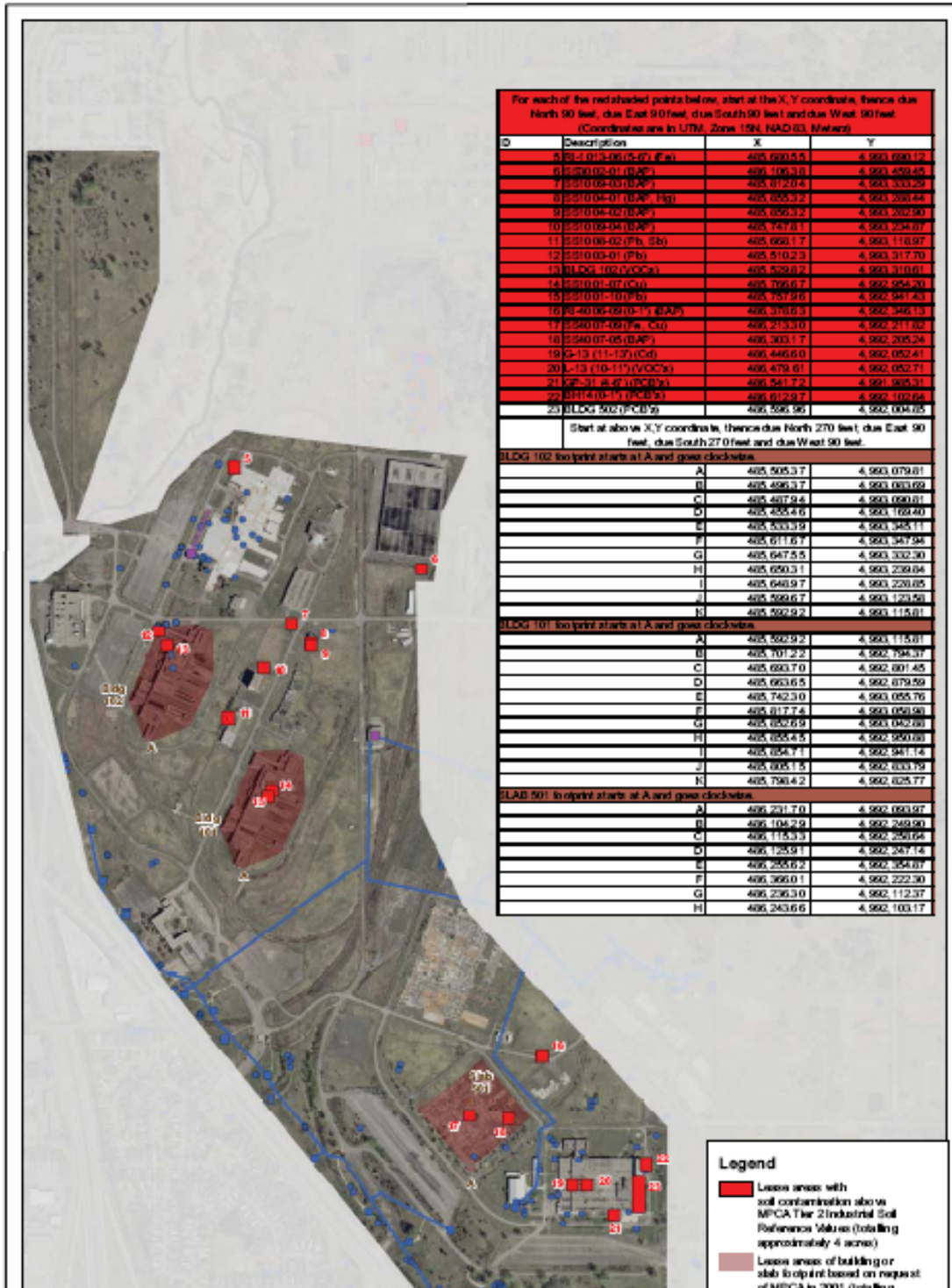


Exhibit D
DRAFT – 12/22/11
LICENSE AGREEMENT

Agreement made this XXXth of XXX, 2011, by and between the Ramsey County Parks and Recreation Department, a regional agency of the State of Minnesota (the “Licensee”), having an address at 15 West Kellogg Boulevard, St. Paul, MN 55102 and the General Services Administration, as agent for the United States of America (the “Government”), having a business address at the Thomas P. O’Neill, Jr. Federal Building, 10 Causeway Street, Boston, Massachusetts 02222.

WHEREAS, the Government is the owner of the former Twin Cities Army Ammunition Plant (TCAAP) located at the intersection of Highways 10 & 96 in Arden Hills, MN, (the “Government Property”);

WHEREAS, the Licensee will perform due diligence in accordance with the Minnesota Pollution Control Agency (MPCA) and its Voluntary Investigation and Cleanup (VIC) program for remedial activities located on a portion of the Government Property (See Exhibit A, Parcels 1,2,3);

WHEREAS, the Government is willing to grant to the Licensee a license to enter upon and use the Government Property for the purposes, and subject to the restrictions, limitations and conditions, specified herein;

NOW THEREFORE, in consideration of the mutual promises, covenants and other good and valuable consideration set forth herein, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Term. The Government grants to the Licensee, a license (the “License”), pursuant to which the Licensee and its employees, agents and invitees shall have the right to enter upon, access and use portions of the Government Property for the Permitted Uses as described and defined in Paragraph 2 herein. The Licensee shall have the right to use the Government Property for the Permitted Uses, subject to the restrictions, conditions and limitations described herein, for that period of time (the “Term”) commencing on the date the License Agreement is executed and ending **12**

months from the date of execution (the “Termination Date”); provided however that the Government, upon the written request of Licensee, may in its sole discretion, extend such Term, and provided further that this License may be terminated by the Government with seven (7) days prior written notice or in accordance with the terms of Paragraph 7 of this Agreement if the Licensee breaches any of the conditions described herein.

2. Scope of License and Permitted Uses. Pursuant to this License, the Licensee and its employees, agents, and invitees may enter upon and occupy the Government Property for the purpose of conducting environmental due diligence in accordance with the MPCA approved field investigation work plan. Each of the conditions to this License is specifically made subject to the terms and conditions of an environmental field investigation work plan and the actions by Licensee and its contractors and agents commercially reasonably necessary to implement the field investigation work plan in accordance with the VIC program. In the event of any conflict or inconsistency between the terms of this license and the terms of the field investigation work plan or such commercially reasonably necessary actions, the terms of the field investigation work plan, as applicable, shall control and/or such conditions shall be deemed modified and/or deleted, as applicable, to allow Licensee and its contractors and agents to take such actions. Neither Licensee nor any of its contractors or agents are or shall be deemed to be an owner, an operator or a potentially responsible party, but rather each shall be deemed a response action contractor at the site, as those terms are used in CERCLA and other environmental statutes.

As the ultimate responsibility for compliance with the remedial obligations lies with the US Dept of Army, Army and its designated representative will inspect any actions taken to implement the requirements of the field investigation work plan approved by MPCA. Army and its designated representative will have the limited authority to direct Licensee, its contractors, and/or agents to stop work if the work is not being performed in accordance with the field investigation work plan or other regulatory guidance; provided, that, unless such defiance constitutes an emergent situation, prior to issuing any such stop work order Army will identify the deficiency in writing to Licensee and GSA and the parties will promptly and cooperatively attempt to determine a method for curing such deficiency that does not require a work stoppage. This method for cure, if mutually agreed upon, shall be immediately commenced and diligently pursued by Licensee. In the event that work is so stopped, Army, GSA and Licensee shall promptly discuss and determine how to proceed and/or cure any deficiency. Any costs associated with a work stoppage or curative work for nonconforming work shall be the responsibility of the Licensee.

3. Site Conditions and Security. Throughout the Term of this License, the Licensee shall, at its sole cost and expense promptly repair or replace any property of the Government damaged or destroyed by the Licensee incident to the use and

occupation of the Government Property as permitted in this License. The Licensee will be responsible for the costs related to utilities, insurance, security and maintenance associated with the equipment and activities of the Licensee, its employees, agents, and invitees on the Government Property pursuant to this License. Nothing in this License shall relieve the Government of the costs and other responsibilities it has for the Government Property independent of this License.

4. Insurance. As a State Agency, the Licensee is self insured. As a condition for the License, the Licensee shall throughout the duration of this License Agreement, cover (i) claims attributable to Licensee and arising from bodily injury, personal injury and property damage occurring upon, in or about the Government Property; and (ii) Workers' Compensation claims as required by law.

5. Release. The Licensee, by execution of this License Agreement, hereby agrees to assume responsibility for any and all claims and/or damage to persons or property arising out of or in any way related to its entry (and that of its employees, agents and contractors) upon the Government Property, and does hereby forever waive, release, relinquish, remise and discharge the Government, its agents, employees, successors and assigns from any and all losses, costs or expenses (including reasonable attorneys' fees), damages, demands, liabilities, claims, actions, causes of action, suits, or judgments (collectively, "Claims") whatsoever of every name and nature, in law and in equity, including without limitation those related in any manner to:
 - (a) any accident or injury to, or death of, any person, or any damage to property occurring on, in or in the vicinity of the Government Property, or any part thereof, arising out of the presence in and use by the Licensee and/or its employees and contractors of the Government Property; or
 - (b) any condition of the Government Property or any portion thereof caused by the Licensee or its employees or contractors; or
 - (c) any failure of the Licensee or its employees or contractors to perform or comply with the terms of this License Agreement or the terms of any statute, law, regulation or ordinance affecting the Licensee's use of the Government Property, which the Licensee, its agents, employees, or contractors ever had, now have or might have (and whether or not asserted) against the Government and its agents, employees, successors or assigns arising from, pursuant to, or bearing any relationship whatsoever to the License Agreement or the Government Property, except only for Claims arising out of the gross negligence of the Government.

6. Compliance with Laws. Licensee shall, at its sole cost and expense, throughout the Term of this License:

- (a) obtain and maintain as necessary all permits, licenses and approvals required by any governmental authority with jurisdiction thereof for the use by Licensee, its employees, agents, invitees or licensees of the Government Property for the Permitted Uses; and
 - (b) comply with all applicable laws, rules regulations and by-laws of governmental authorities, and with the terms and conditions of all permits, licenses and approvals issued to Licensee in connection with the use by Licensee and its employees and contractors of the Government Property for the Permitted Uses.
7. Defaults and Remedies. If at any time during the Term of this License, Licensee fails to perform or observe any term, covenant or condition contained in this License to be performed or observed by Licensee, and such failure continues for a period of seven (7) days after the Government gives written notice to Licensee specifying the nature of the default claimed (unless such default shall be of such nature that it cannot be completely cured within such seven (7) day period and Licensee commences to cure such default during such seven (7) day period and thereafter continues curing the same with reasonable diligence); then, in any such instance, the Government may terminate this License by written notice to Licensee, such termination to be effective on the date specified in such notice.
8. Representations and Warranties of the Licensee.
- (a) The Licensee has all of the requisite power and authority to deliver this Agreement and the releases and indemnification's contemplated herein.
 - (b) This Agreement has been duly executed and delivered by the Licensee and constitutes the legal, valid and binding obligation of the Licensee enforceable in accordance with its terms.
 - (c) The execution and delivery of this Agreement by the Licensee does not, and the consummation of the transactions contemplated by this Agreement and the compliance with its terms, conditions and provisions by the Licensee will not conflict with or result in a breach of or constitute a default (or an event which might, with the passage of time or the giving of notice or both, constitute a default) under any of the terms, conditions or provisions of any agreement or instrument to which the Licensee is a party or by which the Licensee may be bound or affected, or any judgment or order of any court or governmental department, commission, board, agency or instrumentality, domestic or foreign, or any applicable law rule or regulation.
9. Miscellaneous Provisions.

- (a) No Third Party Beneficiaries. Nothing in this Agreement, expressed or implied, is intended to confer upon any person, other than each of the parties hereto; any benefits, rights or remedies under or by reason of this Agreement.
 - (b) Entire Agreement. This Agreement and the attachments hereto, each of which is hereby incorporated herein, set forth all of the agreements, promises, covenants conditions and undertakings between the parties with respect to the subject matter hereof, and supersede all prior and contemporaneous agreements and understandings, inducements, or conditions, express or implied, oral or written.
 - (c) Amendment. No waiver or modification of any of the terms of this Agreement shall be valid unless in writing and signed by each of the parties hereto. Failure by any party to enforce any rights under this Agreement shall not be construed as a waiver of such rights, and a waiver by any party of a default hereunder in one or more instances shall not be construed as constituting a continuing waiver or as a waiver of other instances of default.
 - (d) License Not Assignable. The rights granted to the Licensee hereunder are personal and are not assignable or otherwise transferable except as otherwise specified in this agreement.
 - (e) No Waiver or Release. No failure of the Government to exercise or delay by the Government in exercising any right or remedy or option provided for herein shall be deemed to be a waiver of any of the covenants or obligations of the Licensee hereunder or the right of the Government to enforce the same. No forbearance on the part of the Government or any other indulgence given by the Government to the Licensee shall operate to release or in any manner affect the obligations of the Licensee hereunder.
 - (f) Partial Invalidity. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, the remainder of this License shall not be affected hereby, and each covenant and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
10. Governing Law. The construction and effect of the terms of this Agreement shall be determined in accordance with federal law.
11. Notices. All notices and other communication which is required or permitted by this Agreement shall be in writing and delivered by personal service, sent by registered or certified first class US mail, postage prepaid, properly addressed, return receipt requested, or by overnight receipt delivery service such as Federal Express, if intended for the Licensee, addressed to the Ramsey County Parks and

Recreation Department at the address first set forth above, and if intended for the Government, addressed to the Director, Office of Property Disposal at the address first set forth above.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as a sealed instrument under federal law on the day and year first written above.

UNITED STATES OF AMERICA

Acting by and through the
Administrator of General Services

By: _____

John E. Kelly
Director
Office of Property Disposal
Public Buildings Service
General Services Administration

RAMSEY COUNTY

Victoria Reinhardt, Chair
Ramsey County Board of Commissioners

Bonnie Jackelen, Chief Clerk
Ramsey County Board of Commissioners

Date: _____

Approval Recommended:

Gregory A. Mack, Director
Parks and Recreation Department

Approved as to form and insurance:

Assistant County Attorney

Exhibit E
NOTIFICATION OF HAZARDOUS SUBSTANCE STORAGE, RELEASE OR DISPOSAL

Site	Name of Hazardous Substance(s)	Date of Storage, Release, or Disposal	Remedial Actions
Area of Unrestricted Use	None	None	The results of site characterization showed that a portion of the Property meets the remediation goals for residential use without any further remedial action. This area is designated as the Area with Unrestricted Use and only a groundwater use restriction will be imposed. See the Operable Unit 2 Record of Decision for additional information.
Restricted Area	Trichloroethene 1,1-dichloroethene 1,2-dichloroethene 1,1-dichloroethane 1,2-dichloroethane 1,1,1-trichloroethane Lead Copper Iron Poly Aromatic Hydrocarbons	Unknown	The results of site characterization showed that a portion of the Property meets the remediation goals for industrial use without any further remedial action, but may not meet the standards for residential use. This area includes portions of Restoration Program Site I and Site K and is designated as the Restricted Area. Its use will be restricted to non-residential purposes. See the Operable Unit 2 Record of Decision for additional information.
Site J	Trichloroethene Heavy Metals	Unknown	The soils and groundwater along and surrounding the sanitary sewer servicing the production buildings were characterized. No further action was recommended in the Site J Closure Report, which was approved by the U.S. Environmental Protection Agency Region 5 and the Minnesota Pollution Control Agency in December 1993.

Site	Name of Hazardous Substance(s)	Date of Storage, Release, or Disposal	Remedial Actions
Groundwater, Operable Unit 2	Trichloroethene cis-1,2-dichloroethene 1,1-dichloroethene 1,1-dichloroethane 1,1,1-trichloroethane 1,1,2-trichloroethane	Unknown	As part of the Operable Unit 2 remedy, a groundwater containment pump and treat system was completed in 1987. The TCAAP Groundwater Recovery System (TGRS) includes 13 extraction wells along the southwest boundary of the Property, and five source control wells near known contamination sources. The TGRS has been determined to be operating properly and successfully. The U.S. Department of the Army (Army) will continue to operate the TGRS after the Property transfer. Also as part of the Operable Unit 2 remedy, a groundwater containment pump and treat system was implemented at Site K and has been determined to be operating properly and successfully. In addition, the OU2 ROD is being amended to make monitoring and use restrictions the remedy for Site I. See the Operable Unit 2 Record of Decision; TCAAP Environmental Site Assessment, dated 20 February 2004 (ESA); and ESA Addendum, dated February 2006, for additional information.
Building 502 Tank 43	Trichloroethene	1941 – Early 1990s	Trichloroethene was stored in a 20,000 gallon above ground storage tank for use in the production of military munitions and munitions constituents. No remedial actions were required.
All Buildings	Paints, solvents, metals and chemicals associated with munitions manufacture and facilities operations.	1941 - 2005	Records regarding the quantities and specific identity of hazardous substances stored in the buildings are incomplete. However, due to the long history of industrial use of the buildings, these types of hazardous substances are believed to have been stored and used. Any releases associated with the storage of these hazardous substances were remediated at the time of the releases or as part of the Installation Restoration Program. See the TCAAP Preliminary

Site	Name of Hazardous Substance(s)	Date of Storage, Release, or Disposal	Remedial Actions
			Assessment dated February 1988 for additional information.
<p>The information contained in this notice is required under the authority of regulations promulgated under section 120(h) of the Comprehensive Environmental Response, Liability, and Compensation Act (CERCLA or 'Superfund') 42 U.S.C. §9620(h). This table provides information on the storage of hazardous substances for one year or more in quantities greater than or equal to 1,000 kilograms or the hazardous substance's CERCLA reportable quantity (which ever is greater). In addition, it provides information on the known release of hazardous substances in quantities greater than or equal to the substances CERCLA reportable quantity. See 40 CFR Part 373.</p>			

Exhibit F

<https://propertydisposal.gsa.gov/ResourceCenter/PRHomePage/loadProperty.do?propId=5335>

The Soil database is the Exhibit

Exhibit G

A 100.00 foot wide strip of land across the following described tracts of land:

That part of the Northwest Quarter of Section 9, Township 30, Range 23, Ramsey County Minnesota, lying easterly of a line described as commencing at the northeast corner of said Northwest Quarter; thence westerly along the north line of said Northwest Quarter to the intersection with a line run parallel with and distant 50.00 westerly of the east line of said Northwest Quarter, said point of intersection being the point of beginning of said described line; thence South 00 degrees 43 minutes 50 seconds East, assumed bearing, along said parallel line a distance of 2169.89 feet; thence South 23 degrees 37 minutes 27 seconds West to the south line of said Northwest Quarter and there terminating;

And

The Northeast Quarter of said Section 9;

And

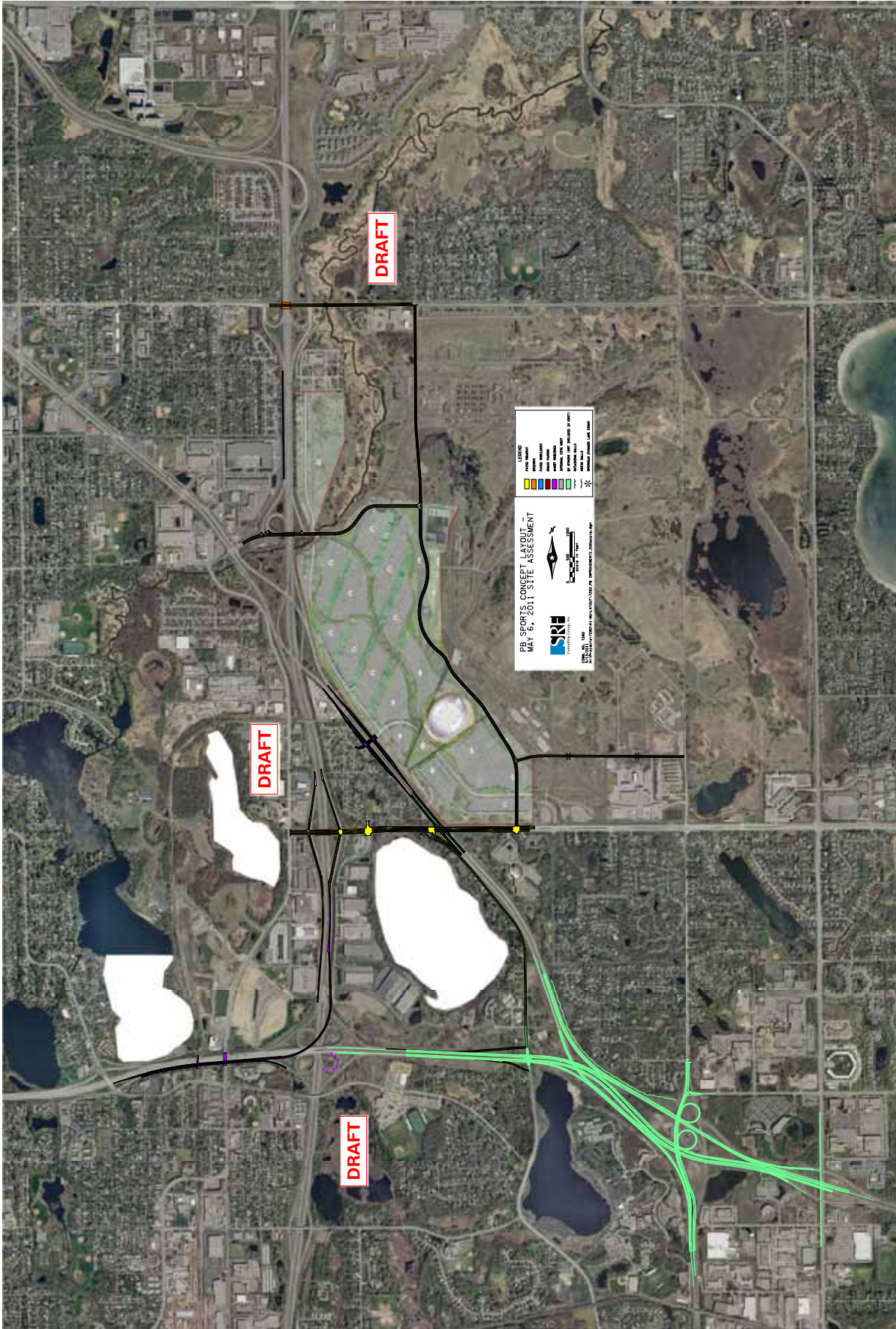
The East Half of the Southeast Quarter of said Section 9;

And

BROOK LAND ACRES, according to the recorded plat thereof,

The centerline of said 100.00 foot wide strip of land is described as beginning at the northwest corner of the Northeast Quarter of said Section 9; thence South 00 degrees 43 minutes 50 seconds East, assumed bearing, along the west line of said Northeast Quarter a distance of 494.39 feet; thence southeasterly 658.62 feet along a tangential curve concave to the northeast having a radius of 925.00 feet and a central angle of 40 degrees 47 minutes 44 seconds; thence South 41 degrees 31 minutes 34 seconds East, tangent to said curve, 294.73 feet; thence southeasterly 344.27 feet along a tangential curve concave to the southwest having a radius of 475.00 feet and a central angle of 41 degrees 31 minutes 34 seconds; thence on a bearing of South, tangent to said curve, 322.52 feet; thence southeasterly 334.02 feet along a tangential curve concave to the northeast having a radius of 390.00 feet and a central angle of 49 degrees 04 minutes 18 seconds; thence South 49 degrees 04 minutes 18 seconds East, tangent to said curve, 707.14 feet; thence southeasterly 275.60 feet along a tangential curve concave to the southwest having a radius of 400.00 feet and a central angle of 39 degrees 28 minutes 37 seconds; thence South 09 degrees 35 minutes 41 seconds East, tangent to said curve, 839.95 feet; thence southwesterly 1042.95 feet along a tangential curve concave to the northwest having a radius of 600.00 feet and a central angle of 99 degrees 35 minutes 41 seconds; thence on a bearing of West, tangent to said curve, 847.42 feet, more or less, to the west line of the Southeast Quarter of said Section 9 and there terminating.

The side lines of said 100.00 foot wide strip of land are to be lengthened or shortened to terminate at the north line of said Section 9 and at said west line of the Southeast Quarter of said Section 9.





Rafael E. Ortega

BOARD OF RAMSEY COUNTY COMMISSIONERS
DISTRICT 5

KEN IOSSO
ASSISTANT TO COMMISSIONER
ken.iozzo@co.ramsey.mn.us

November 9, 2011

220 COURT HOUSE
ST. PAUL, MINNESOTA 55102
TEL. (651) 266-8350
FAX (651) 266-8370

Governor Mark Dayton
130 State Capitol
75 Rev. Dr. Martin Luther King Jr. Blvd.
St. Paul, MN 55155

Subject: Arden Hills Site for Vikings Stadium

Dear Governor Dayton:

The cover letter of the Stadium Proposal Risk Analysis produced by the Metropolitan Council states that the complexity of acquiring the Arden Hills site and the uncertainties surrounding its clean-up are significant risks. Additionally, it characterizes the project schedule leading to a 2015 stadium opening as “unrealistic.”

We are pleased to report that our efforts since the release of this report have resulted in several significant developments that should alleviate concerns. Taken together, the developments enable us to assure you that land acquisition and clean-up costs will fall within the proposed budget for the stadium at less than half of the high-end cost estimated in the Metropolitan Council Report – *and will remain within budget*. The developments also firm up the project schedule, clarifying how completion of construction in time for the 2015 football season is realistic.

The first development is with the U.S. Army and General Services Administration. The GSA has now confirmed that the purchase price for the 430-acre Arden Hills site is within the \$30 million budgeted for acquisition and clean-up of the property. The County will be allowed to deduct the cost of demolition, hazardous waste abatement and remediation against the purchase price. Importantly, the federal government will remain financially responsible for all costs necessary to clean up the property to a commercial/industrial standard, even those costs involving previously unknown contaminants or involving known contaminants that are found at previously unknown locations on the property. The County has received a formal Offer to Purchase from the GSA, and remediation and site preparation activities can begin consistent with the overall project schedule.

The second development, when coupled with the federal government’s commitment to retain liability for unknown environmental conditions, virtually eliminates any cost uncertainty surrounding the clean-up of the property. This has been achieved through the County’s receipt of a fixed-price quote from an experienced, local contractor with substantial experience with the TCAAP property. The offer caps the demolition, hazardous waste abatement and remediation costs at a dollar amount that is significantly less than the amount of credit available to the County against the GSA’s proposed price for the property. Under the proposal, the contractor accepts all financial responsibility for the clean-up of the site that is not retained by the federal government. Insofar as possible, this will ensure that taxpayers are not responsible for any cost overruns associated with the acquisition and clean-up of the site, and that the County can move forward with a Request for Proposals for the clean-up.

Minnesota’s First Home Rule County

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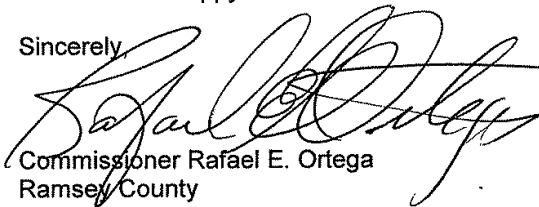
Finally, the offer commits the contractor to having the stadium footprint available for construction activities within nine months after the parties enter a contract. The remainder of the site will be cleaned up, as needed, to allow construction activities to occur in an orderly, scheduled manner. And, as you know, John Wood, of Mortenson Construction, has expressed his company's "complete confidence" that "the design and construction schedule is very adequate to deliver the stadium by a 2015 stadium opening," assuming that a stadium project is approved by the Legislature and Governor this fall.

The report also questions the length of time it will take to complete the environmental review of the proposed stadium. Our outside legal counsel, the Gray Plant Mooty law firm, served as legal counsel for the environmental impact statements prepared by the University of Minnesota for TCF Bank Stadium and by Hennepin County for Target Field. After your report was released, attorneys at Gray Plant Mooty reviewed the time period needed to prepare the EIS for each of these stadiums. The proposed timeline for the Vikings stadium is entirely consistent with the *actual* EIS preparation timelines for the two previous stadiums.

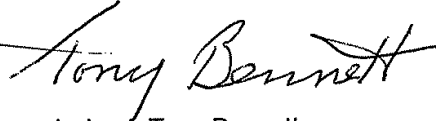
As recognized in the October analysis, the construction of a professional football stadium is a large, complex project that will always have some uncertainty associated with it regardless of location. We agree. That said, we also believe the County has now addressed the primary cost concerns raised by your analysis.

We would be happy to discuss these recent developments, if that would be of assistance to you.

Sincerely,



Commissioner Rafael E. Ortega
Ramsey County



Commissioner Tony Bennett
Ramsey County

cc: Chairperson Susan Haigh, Metropolitan Council
Chairperson Ted Mondale, Metropolitan Sports Facilities Commission
Senate Majority Leader Amy Koch
Speaker of the House Kurt Zellers
Senate Minority Leader Tom Bakk
House Minority Leader Paul Thissen
Congresswoman Betty McCollum
Vikings Owner/Chairman Zygi Wilf
Vikings Owner/President Mark Wilf
Ramsey County Board of Commissioners
Arden Hills Mayor David Grant
Arden Hills City Administrator Patrick Klaers



October 12, 2011

Susan Haigh
Chair
Metropolitan Council
St. Paul, MN 55101

Ted Mondale
Chair
Metropolitan Sports Facilities Commission
Minneapolis, MN 55415

Dear Chairs Haigh and Mondale:

On behalf of the Minnesota Vikings, we appreciate the work of the Metropolitan Council and Metropolitan Sports Facilities Commission in analyzing the proposal to build a publicly-owned, multi-purpose stadium at the TCAAP site in Arden Hills. While the Met Council study raises some questions and worst-case scenarios, the Vikings are encouraged with the overall positive findings of the report. As we expected, the study did not find any significant issues to prevent this exciting stadium project in Arden Hills from moving forward.

Within the report, the following three key concerns were identified, all of which had previously been identified and all of which are already being addressed by the State, Ramsey County and the Vikings:

- 1) **Cost Delay** – The report indicates that it may be too late to complete the project by 2015 and that a one-year delay could cost an additional \$46 million. We believe it is for this exact reason that we move forward now with the Arden Hills project. A delay to 2016 is inevitable if the location is changed from Arden Hills. Furthermore, we have identified a contractor who may be willing to take the responsibility to clean and demolish the site within the time frames and costs identified at the low-end cost. The schedule is aggressive, but achievable.
- 2) **Unfunded Cost Gap of \$39 Million** – The parties contributions and overrun risk responsibilities are currently being negotiated with State leadership. The Vikings and Ramsey County do not believe there is an unfunded cost gap, but all three parties need to meet to finally resolve the few remaining open cost issues as soon as possible.
- 3) **Ramsey County Sales Tax Shortfall** – While we believe the County can attest to its funding capabilities, County Commissioners and staff believe their funding sources and financing methodology will cover their contribution to the project. Interest rates are at an all-time low, which will allow for significant savings to cover additional costs, if any, and we believe we can limit cost-overruns on this project.

Overall, the Vikings believe the report is generally positive for the Arden Hills stadium location, which we continue to believe is the best site for the State, the County, the Vikings and our fans. We are also encouraged that the Council identified a potential \$76 million of savings, which could lower the overall price tag.

The Vikings and the County stand ready to proceed with constructing a new stadium in Arden Hills, and we look forward to Governor Dayton and State leadership's help in working toward the final step of passing stadium legislation during a Fall Special Session. The sooner we begin the process, the better chance we have of mitigating any risks. As importantly, moving forward now will also put thousands of construction trades workers back on the job and allow us to take advantage of low interest rates and material costs.

Sincerely,

Mark Wilf
Owner/President





John Wood
Senior Vice President

M. A. Mortenson Company
700 Meadow Lane North
Minneapolis, MN 55422

direct 763.287.5516
fax 763.287.5507
www.mortenson.com

October 24, 2011

Ms. Susan Haigh
Chair
Metropolitan Council
St. Paul, MN 55101

Mr. Ted Mondale
Chair
Metropolitan Sports Facilities Commission
Minneapolis, MN 55415

RE: Proposed Multi-Purpose Stadium

Dear Chairwoman Haigh and Chairman Mondale:

As you know, Mortenson Construction was retained by the Metropolitan Sports Facilities Commission (MSFC) in 2008 to provide cost estimating and planning and other professional advice related to re-constructing the Hubert H. Humphrey Metrodome. We have subsequently provided similar input to Ramsey County, Hennepin County, and the Minnesota Vikings in connection with other sites under consideration for a new multi-purpose stadium.

Our position as one of the nation's largest sports builders together with our local experience as the construction manager at risk of Target Field, University of Minnesota TCF Bank Stadium, and Xcel Energy Center places us in a unique position to provide construction-related expertise.

We have read the Stadium Proposal Risk Analysis recently prepared by the Metropolitan Council in co-operation with the MSFC in the evaluation of the Arden Hills site. We would like to commend the Council, its staff and consultants for completing such a thorough, detailed analysis and cogent report. We would also like to comment on the statement in the report that a timeframe for completing the stadium on the Arden Hills site is "aggressive" and "unrealistic." While we concur that the overall schedule is aggressive, we want to reassure you that the design and construction schedule is very adequate to deliver the stadium by the 2015 NFL season opening and we have complete confidence that this can be achieved should the project be approved by the Minnesota State Legislature and Governor this fall and the regulatory approval and permitting process be completed promptly.

We are certain that you are well aware of the unprecedented unemployment level that exists in the Minnesota construction industry at present. A new stadium project would represent an unmatched opportunity to put the exceptional men and women that make up the Minnesota construction work force back to work, and deliver a desperately needed shot in the arm for hundreds of local subcontractors and suppliers. Further, we have seen these projects make a

significant and measured positive economic impact to their surrounding communities and are confident a new multi-purpose stadium will do the same for Minnesota. We will support every effort to move this project forward at the earliest opportunity.

Please be assured that Mortenson is prepared and available to assist the Metropolitan Council in any way in connection with any continuing work on the stadium issue. I would welcome your contact at any time should any further input from us be needed.

Kind Regards,



John V. Wood
Senior Vice President
Mortenson Construction

cc: Governor Mark Dayton
Senate Majority Leader Amy Koch
Speaker of the House Kurt Zellers
Senate Minority Leader Tom Bakk
House Minority Leader Paul Thissen
Ramsey County Commissioner Tony Bennett
Ramsey County Commissioner Rafael Ortega
Vikings Owner/Chairman Zygi Wilf
Vikings Owner/President Mark Wilf

Ramsey County, Minnesota Information Report Related to Local Sales Taxes and Special Local Taxes

Ramsey County is requesting that the Legislature authorize the use of special local taxes to support the local contribution share of the Vikings Stadium. This report provides a summary of the revenues that various local taxes could produce and background information on their use in the Twin Cities area.

The state legislature may allow municipalities to institute a local sales and use tax and/or special local taxes. There are a variety of taxes currently imposed in the Twin Cities area. The original financing proposal relied on a 0.50% countywide sales and use tax. Because the local sales and use taxes have been taken out of consideration by state officials, the County is now proposing a 3% tax on food, beverage and liquor sales in Ramsey County.

The Use of Local Taxes for Developments of Regional/State Significance

There is a long history of the use of local taxes for costs associated with major public or private developments that have regional/state significance. The Metrodome, the Mega Mall, the Minneapolis Convention Center, the RiverCenter, the Xcel Energy Center, the Twins Stadium, and regional metropolitan transit all have been granted the use of local taxes to provide for capital costs of the facilities and/or area improvements necessary to support them. In some cases, local taxes have been permitted to pay related operating costs or other general costs of the entity imposing the tax. While the tax packages used to support these projects vary, there are common threads that run through the mix. They include sales and use tax, food and beverage tax, lodging tax, liquor tax, and admission tax. None of them have required a referendum prior to their imposition.

What is a Tax Worth? Source data for estimating the amount of income that a tax can produce is available from taxable sales statistics that the Minnesota Department of Revenue (MnDOR) tracks through the process of administering state and local sales and special tax collections. Using MnDOR data, the following table has been developed as a guide to what a basket of local taxes might produce. For each tax, a dollar amount that may be raised per 1% tax is shown, as well as the dollar amount for some of the more frequently discussed taxing levels.

Revenue Estimates For Various Local Tax Options				
(Estimate for 2012, \$\$ in millions)				
Type of Tax	Taxable Sales	Generation at 1%*	Alternative Rate/s	Estimate of Dollars Generated*
Local Sales Tax*	n/a	\$60.2	0.50% 0.15%	\$30.1 \$9.0
Food, Beverage, & Liquor* **	\$807.7	\$8.1	3.00%	\$24.2
Accommodations outside St. Paul* **	\$38.3	\$0.4	6.00%	\$2.3
Accommodations in St. Paul* **	\$68.0	\$0.7	0.00%	\$0.0
* Actual taxes generated will vary from those shown. Estimates shown are gross, before reduction for tax administration and assume growth over 2009 levels. ** Certain assumptions were made regarding MnDOR sales data and could result in a restatement of tax estimates.				

The sales and use tax referred to as “Local Sales Tax” in the estimate shown to the left was provided by the MnDOR and is discussed further in a related Springsted report titled “Information Report Related to Sales Tax Revenue Bonds” and dated May 27, 2011. Taxable sales used for the other tax estimates are taken from MnDOR schedules for tax collected in 2009 and applying a growth factor.



Comparability – How Does a Food and Beverage Tax Affect Total Tax Rates?

A number of metropolitan Twin Cities entities currently employ either local sales taxes or special local taxes to support special projects. The following table compares the taxes that are in effect in those jurisdictions to those that will be in effect in Ramsey County under its proposal to impose a 3% food and beverage tax.

Comparison of Tax Rates				
Assuming Imposition of a 3% Food and Beverage Tax in Ramsey County				
Type of Tax	Downtown Minneapolis	Bloomington	St. Paul	Suburban Ramsey Co.
State Sales Tax	6.875%	6.875%	6.875%	6.875%
State Liquor Tax	2.500%	2.500%	2.500%	2.500%
County Sales Tax	0.150%	0.150%		
City Sales Tax	0.500%		0.500%	
Food & Beverage Tax	3.000%		3.000%	3.000%
Liquor Tax	3.000%	3.000%	3.000%	3.000%
Entertainment Tax	3.000%	3.00%*		
Taxes on Lodging	5.625%**	7.000%	6.00%***	****

* This tax only applies to admission fees.
 ** The 3% Entertainment Tax and the 2.625% Lodging Tax both apply to lodging.
 *** Establishments under 50 rooms only pay a 3.00% lodging tax.
 **** Certain special legislation and MS 469.190 permits cities to levy a lodging tax of up to 3%. MS 469 requires that 95% of the tax be used to market and promote the city as a tourist or convention center.

Sales and Use Tax – Twin Cities Metro Area Sales and Use Taxes Imposed Without Referendum

Counties Transit Improvement Board. In the Twin Cities metropolitan area, Anoka County, Dakota County, Hennepin County, Ramsey County, and Washington County levy sales and use taxes. The five counties each impose a 0.25% sale and use tax, proceeds of which are used by the Counties Transit Improvement Board for transitway development and operation. An excise tax on vehicle sales is also imposed by each of the counties, the use of which is also limited to transit purposes.

Hennepin County. The County was authorized by Minnesota Statutes, Sections 473.757, subdivision 10, to impose a sales and use tax to provide for costs associated with the Target Stadium project and costs for youth activities, amateur sports and extension of library hours in the County. The County imposed a 0.15% tax on sales made on or after January 1, 2007. The County uses the sales tax proceeds to pay debt service on Target Stadium bonds, for the operating costs of the Stadium Authority and for certain other costs of the Ballpark Project. The County can use tax revenues remaining, after its other obligations are met, for youth activities and amateur sports and extension of library hours in the County.

Minneapolis. Minnesota Laws 1986, Chapter 396 authorized the City of Minneapolis to levy a sales tax of up to 0.50% for convention center and related purposes if liquor, lodging, and food taxes are levied at the maximum rates permitted. The City implemented the tax in 1987 at 0.50%. It is used primarily, together with other local taxes, to pay for debt service on the convention center, debt for certain other facilities including the Target Center, the operating deficit of the convention center, and certain operating costs for convention center related parking ramps.

Saint Paul. The City of Saint Paul levies a 0.50% sales tax that is used to support debt and other costs of the RiverCity Centre and to provide funding for certain neighborhood and cultural activities. Under a special law enacted in 1993, the Minnesota Legislature authorized the City to impose a 0.50% sales tax. The City initially used the sales tax to support bonds issued to finance improvement to the RiverCentre Complex. In 1998, another special law was passed that enabled the City to use sales tax revenues to fund site preparation and construction and equipping of the Xcel Energy Arena. Under the terms of the 1998 law, the authority to impose the tax expires on December 31, 2030. Subsequent general legislation expanded the tax to include a use tax. In 2005, special legislation permitted the City to use the tax to secure bonds for purposes other than the RiverCentre Complex or the Arena and in 2007 the City issued bonds to fund various capital projects in the City.

Bloomington. Minnesota Laws 1986, Chapter 391 provided support for the development of 85 acres of property at the old Metropolitan Stadium site through the granting of various local tax options. One of the taxes authorized was up to a 1% sales tax that could be levied within a designated special tax district and would expire the year in which bonds designated for improvements on the project site were retired. In 2008, Chapter 366 authorized the City to establish a special taxing which can impose a sales tax of not less than one-half of one percent and not more than one percent within its boundaries. Neither sales tax has been implemented at this time.

Special Local Taxes - Twin Cities Metro Area Special Local Taxes Imposed Without Referendum

In the Twin Cities metropolitan area, Bloomington, Minneapolis, and St. Paul each levy special local taxes. The taxes are described below.

Bloomington. Bloomington administers collection of special local taxes on liquor, lodging, and admissions. The City's 3% liquor tax applies to retail on-sales of liquor sold at establishments within the city limits. The 7% lodging tax applies to sales of transient lodging accommodations and related services for a period of fewer than 30 days (or sales for thirty days or more that do not meet certain criteria). The 3% admission tax applies to admission sales to any entertainment event within the city limits and any service charges (other than tips or gratuity) added to the admission price. The tax is due regardless of where payments or reservations are made. The admissions tax and a portion of the lodging tax are currently recorded in the City's general fund. The balance of the lodging tax and the liquor tax are used for payment of specified bonds issued by the Bloomington Port Authority.

Saint Paul. For establishments with 50 or more rooms, the total lodging tax in St. Paul is 6%. Minnesota Laws 1982, Chapter 523 authorized the City to levy a 3% tax on transient lodging and related services. At least 25% of the proceeds had to be used to retire bonds authorized for betterments to the civic center parking ramp. Chapter 523 authorized the bonds to be sold as general obligation bonds without election. Minnesota Laws 1982, Chapter 462 modified the required use of the tax, stating that 25% had to be used for the civic center parking ramp and directing the remaining 75% to the City's general fund. Chapter 462 also authorized an additional 2% lodging tax on establishments with 50 rooms or more. This tax was not on "related services"; it only applied to the lodging itself. 95% of this second tax had to be used "to fund a convention bureau to market and promote the city as a tourist or

convention center.” Minnesota Laws 1991, Chapter 291 increased the second lodging tax 3%. In 2011, the tax base for the second lodging tax was increased to include “related services”, similar to the original lodging tax.

Minneapolis. City of Minneapolis has a number of special local taxes in place. The taxes are used to support the costs outlined above under “Local Taxes – Sales and Use Tax”, “Minneapolis”. The exception is the City’s entertainment tax which was only used to provide credit support for bonds that were issued. Each year, once the provisions of debt are satisfied, the entertainment tax is transferred to the City’s general fund.

The City’s 3% entertainment tax that was originally imposed in 1969. The entertainment tax applies to admission fees; use of amusement devices and games; and food, drinks & merchandise sold in public places during live performances, and short-term lodging within the City. It is in addition to the lodging, restaurant, and liquor taxes described below.

Several special taxes were authorized by the same law that permits the City to levy its local sales tax and issue bonds for the convention center. The taxes include i) a 2.625% lodging tax on establishments with 50 or more rooms (total taxes applicable to lodging is capped at 13%, including state and other sales taxes), ii) a 3% downtown liquor tax on alcoholic beverages sold at licensed establishments in a defined downtown Minneapolis taxing area and, iii) a 3% restaurant tax on food and beverages sold by eating establishments in the defined downtown Minneapolis taxing area.

Total sales related taxes in the City, including the State and other sales taxes, range from 7.775%, (restaurants outside of the downtown and other retailers), to 16.275%, (downtown liquor on-sale where there is live entertainment).

Outstanding local sales tax supported debt is listed as \$232,820,000 in the City’s November 2011 General Obligation Library Referendum Refunding Bond Official Statement.

Where Do the Numbers Come From: Source Information

Description of the MnDOR Data.

Historical sales tax data is available from the Tax Research Division of the Minnesota Department of Revenue. The figures are collected based on industry codes under the North American Industry Classification System (NAICS). Of the total taxable sales, we focused on sales under industry codes 721 and 722. Industry code 721 covers the Accommodations sector, which includes hotels and motels, bed-and-breakfasts, campgrounds and RV parks, and boarding houses. Industry code 722 covers food service and drinking places, and includes full-service restaurants, limited-service restaurants, cafeterias, and catering. It also includes drinking establishments that serve alcoholic beverages. A request has been made for a four-digit code report, which will allow for a more refined analysis, but it has not been available at the date of this report. Resultant tax indications may be somewhat overstated as a result. We collected data from 2003 through 2009, the most recent year for which statistics were available.

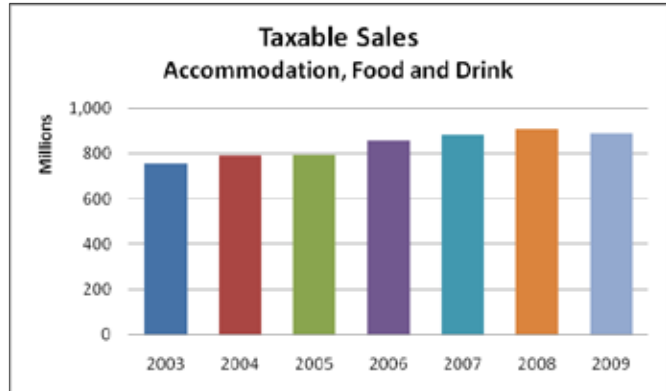
Sales Tax Trends.

The table below shows the taxable sales for Ramsey County as reported by MnDOR from 2003 through 2009, the most recent year for which data is available. The chart which follows depicts the aggregate sales over the same period.

Taxable Sales - Ramsey County (in millions)								
Code	Industry Description	2003	2004	2005	2006	2007	2008	2009
721	Accommodation	\$82.4	\$84.1	\$84.0	\$113.5	\$107.2	\$118.0	\$103.4
722	Food Service & Drinking Places	\$674.1	\$708.3	\$713.7	\$745.4	\$777.3	\$793.2	\$786.1
Total - 721 and 722		\$756.5	\$792.4	\$797.8	\$858.9	\$884.4	\$911.3	\$889.5

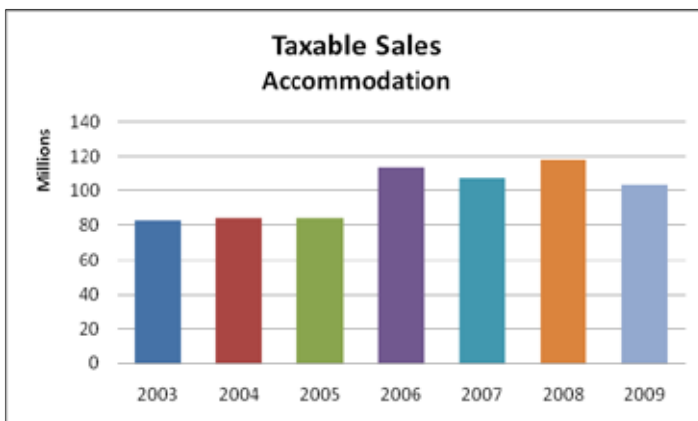
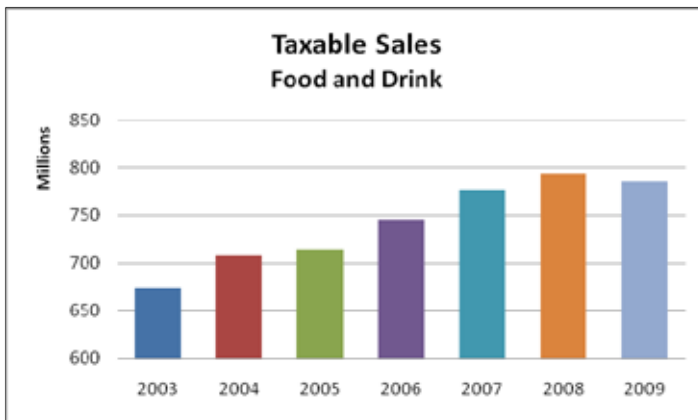
(\$\$ in millions) Source: MN Dept of Revenue - Tax Research Division

Taxable sales for accommodations and food & drink in Ramsey County have risen from a level of \$756.5 million in 2003 to a level of \$889.5 million in 2009. The total increase over the six-year period was \$133 million, or 2.74% annually. Taxable sales for accommodations make up about 12% of these totals, with food and drink making up the remaining 88%.



Rates of Growth

For food & drink sales, we see a fairly steady increase in sales from 2003 to 2008, after which sales fell off slightly with the economic slowdown. The total increase in taxable sales from 2003 to 2009 was \$112 million, which represents an annual compound growth rate of 2.6%.



Taxable sales in the accommodations sector showed more variability in recent years, particularly in 2006, when taxable sales spiked by 35%. Overall, the sector's sales increased by \$21 million between 2003 and 2009, representing a compound annual growth rate of 3.85%. (Please note that the vertical axis range of values is not as large as that of the chart above and the difference in values year to year cannot be directly compared visually.)

Potential Revenues.

While 2010 and 2011 numbers are not yet available from the MnDOR, a review of budget documents for the City of St. Paul indicates that local sales have remained flat since 2009. For our analysis, we took the 2009 taxable sales as a baseline for 2011, and our estimates assume that sales growth will return in 2012, increasing at an average compounded growth rate of 2.75%, which represents the average rate of increase of the combined accommodation and food & drink sectors from 2003 to 2009.

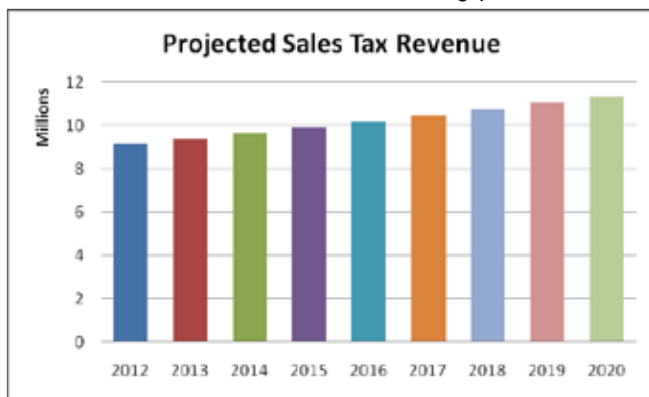
Based on these assumptions, the taxable sales for the accommodations and food & drink sectors would increase from the 2009 base level of \$889.5 million assumed for 2011 to \$1.135 billion in 2020.

Projected Taxable Sales - Ramsey County (in millions)						
Code	Industry Description	2011	2012	2013	2014	2015
721	Accommodation	\$103.4	\$106.2	\$109.2	\$112.2	\$115.2
722	Food Service & Drinking Places	\$786.1	\$807.7	\$830.0	\$852.8	\$876.2
Total - 721 and 722		\$889.5	\$914.0	\$939.1	\$964.9	\$991.5

Code	Industry Description	2016	2017	2018	2019	2020
721	Accommodation	\$118.4	\$121.7	\$125.0	\$128.5	\$132.0
722	Food Service & Drinking Places	\$900.3	\$925.1	\$950.5	\$976.7	\$1,003.5
Total - 721 and 722		\$1,018.7	\$1,046.7	\$1,075.5	\$1,105.1	\$1,135.5

Use of Special Local Taxes in Ramsey County.

Given the above assumptions regarding taxable sales, in the base year of 2011, a 1% tax rate would yield \$7.9 million on sales of food service & drinking places and \$1.0 million on accommodations. A 3% tax rate would yield \$23.6 million on sales of food service & drinking places and \$3.1 on accommodations, or a total of \$26.7 in 2011.



If one assumes growth at the historical rate, for each 1.0% tax rate, the resulting total special local tax revenues would be \$9.1 million in 2012.

Projected revenue from 1.0% Sales Tax (in millions)										
Code	Industry Description	2012	2013	2014	2015	2016	2017	2018	2019	2020
721	Accommodation	\$1.1	\$1.1	\$1.1	\$1.2	\$1.2	\$1.2	\$1.3	\$1.3	\$1.3
722	Food Service & Drinking Places	\$8.1	\$8.3	\$8.5	\$8.8	\$9.0	\$9.3	\$9.5	\$9.8	\$10.0
Total - 721 and 722		\$9.1	\$9.4	\$9.6	\$9.9	\$10.2	\$10.5	\$10.8	\$11.1	\$11.4

Local Sales and Use Taxes

164
Sales Tax
Fact Sheet

Local sales tax

The Minnesota Department of Revenue currently administers the local taxes shown in the chart on page 3. Local sales tax applies to retail sales made and taxable services provided within the local taxing area. The tax applies to the same items that are taxed by the Minnesota sales and use tax law.

To figure the tax, combine the state tax rate and the local rate(s). Apply the combined rate to the taxable sales price and round to the nearest full cent. Rate charts are available on our web site or upon request.

Report local taxes when you electronically file your Minnesota sales and use tax. The figures are reported separately from state taxes.

Who is required to collect

All retailers who are registered to collect Minnesota sales tax and are doing business in an area with a local tax must be registered with the Minnesota Department of Revenue to collect that local tax. This includes sellers from outside the locality who:

- have an office, distribution, sales, sample, or warehouse location, or other place of business in the local area either directly or by a subsidiary;
- have a representative, agent, salesperson, canvasser, or solicitor in the local area, on either a permanent or temporary basis, who operates under the authority of the retailer or its subsidiary for any purpose, such as repairing, selling, installing, or soliciting orders for the retailer's goods or services, or leasing tangible personal property in the local area;
- ship or deliver tangible personal property to the local area; or
- perform taxable services in the local area.

Local tax applies to sales made or services performed within city limits or county boundaries only. Zip codes help to determine the taxing area, but don't always correspond exactly with city or county limits, so part of a zip code may be outside the city or county. (See the section *Zip codes* on pages 4 and 5.)

Local use tax

Local use tax applies when you buy items or services for use, storage, distribution or consumption in the local area without paying local sales tax to the seller. Use tax is similar to the sales tax and the rates are identical. It is based on your cost of taxable purchases. Common examples of when use tax is due are when:

- You buy items outside the local area and the seller doesn't charge local sales tax, and you use or store the item in the local area.
- You buy a taxable item from an out-of-state seller who does not charge local sales tax.

See Fact Sheets 146, Use Tax for Businesses, and 156, Use Tax for Individuals, for more information about use tax.

Credit for local tax paid. If you pay local sales tax in Minnesota to one locality but use the items in another area that imposes a local sales and use tax, you are allowed credit for the local sales tax already paid.

Several ways to register

You may register for local taxes on the internet using *e-Services*. Access your sales and use tax account. You can add local tax lines from the "Registration" menu on the left side. Click on "Sales Locations" from the Registration menu. Click on the blue link for the location number you want to edit. Select "Click Here to Edit Local Information" and add any local sales or use tax for this location. The local tax line will be updated overnight.

You may register for local taxes when filing your sales tax return on the internet in *e-Services*. At the "Tax Inputs" screen, click the "Add a Record" link. Use the tax type drop-down box and select the local tax you wish to add. Enter the taxable sales amount in the local tax line you added. The local tax line will appear on future returns.

If you file by phone, you must register for local tax before you file your return. Call 651-282-5225 or 1-800-657-3605; e-mail us at salesuse.tax@state.mn.us to register. Be sure to include your Minnesota ID number if you send us an e-mail.

When to charge local tax

As a general rule, charge local sales tax on all sales made in a local taxing area that are subject to Minnesota state sales tax.

- Charge local sales tax to customers from outside the city or county who *pick up* items in the local area for *business or personal use*, even if the items are taken out of the local area.
- Charge local sales tax to customers from outside the local area if you perform taxable services in the local area. For example, charge local tax if you perform a car wash or deliver dry cleaned items in an area with a local tax.

Exemptions

Do **not** charge local sales tax on sales of taxable items when:

- your customer gives you a fully completed Certificate of Exemption, Form ST3, for state sales tax;
- you ship or deliver the items to your customer outside the local area; or
- you sell *direct-to-home* satellite (DBS) services (not cable). These services are subject to state sales tax, but *not* local sales tax. This is a federal preemption from the Telecommunications Act of 1996.

Federal government agencies are exempt from state and local sales and use taxes.

Minnesota state agencies have Direct Pay authorization when buying *tangible items*, which means that they do not pay sales tax to the seller—they pay use tax directly to the state. However, the Direct Pay authorization does not apply to purchases of services, meals, lodging, admissions or purchases of motor vehicles, so state agencies must pay state and local sales taxes to the seller on these purchases.

Local governments do not pay local sales or use tax. Local governments including cities, towns, counties, instrumentalities, political subdivisions, commissions, special districts and governmental boards are not required to pay general local sales taxes. No exemption certificate is necessary. However, *state* sales tax and *special local* taxes generally apply.

See Fact Sheet 142, Sales to Governments, for more information.

Vehicle leases

Long-term leases: If you enter into a long term lease for a vehicle that is principally based or garaged in an area with local sales tax, local sales tax applies. The local tax applies even if the leasing company is located outside the city or county. If the lease is for a vehicle that requires an up-front payment of state sales tax, local tax is also due up-front, if the vehicle is principally garaged in the local area.

Short-term rentals: Vehicles leased or rented under agreements for less than 29 days are subject to local tax if the lease agreement is entered into in the local taxing area, even if the lessee intends to use the vehicle outside the city or county.

Vehicle sales

Local sales tax does not apply to *sales* of motor vehicles. However, beginning July 1, 2008, a \$20 transit improvement vehicle excise tax applies to sales of motor vehicles when the sale occurs in Anoka, Dakota, Hennepin, Ramsey, or Washington County. This excise tax must be collected by any person in the business of selling new or used motor vehicles at retail and must be submitted to the Minnesota Department of Revenue on your Minnesota sales and use tax return.

An excise tax of \$20 applies to sales of vehicles made by dealers located within Baxter, Brainerd, Clearwater, Hutchinson, Mankato, New Ulm, Owatonna, Rochester and Worthington. For more information on this \$20 excise tax, contact the city offices directly, since they administer these taxes themselves.

Local Sales and Use Taxes (and special local taxes)

City/County	Type of Tax	Begin Date	Rate
Albert Lea	Sales Tax and Use Tax	4/1/06	0.50%
Austin	Sales Tax and Use Tax	4/1/07	0.50%
Baxter	Sales Tax and Use Tax	10/1/06	0.50%
Bemidji	Sales Tax and Use Tax	1/1/06	0.50%
Brainerd	Sales Tax and Use Tax	4/1/07	0.50%
Clearwater	Sales Tax and Use Tax	10/1/08	0.50%
Cook County	Sales Tax and Use Tax	4/1/10 (1)	1.00%
Detroit Lakes	Food and Beverage Tax*	4/1/11	1.00%
Duluth	Sales Tax and Use Tax	1/1/70 (2)	1.00%
Fergus Falls	Sales Tax and Use Tax	1/1/12	0.50%
Giants Ridge Recreation	Admissions and Recreation Tax*	7/1/11	2.00%
Area (city of Biwabik)	Food and Beverage Tax*	7/1/11	1.00%
	Lodging Tax*	7/1/11	2.00%
Hennepin County	Sales Tax and Use Tax	1/1/07	0.15%
Hermantown	Sales Tax	4/1/97	0.50%
	Use Tax	1/1/00	0.50%
Hutchinson	Sales Tax and Use Tax	1/1/12	0.50%
Lanesboro	Sales Tax and Use Tax	1/1/12	0.50%
Mankato	Sales Tax	4/1/92	0.50%
	Use Tax	1/1/00	0.50%
	Food and Beverage Tax*	4/1/09	0.50%
	Entertainment Tax*	4/1/09	0.50%
Minneapolis	Sales Tax and Use Tax	2/1/87	0.50%
	Downtown Liquor Tax*	2/1/87	3.00%
	Lodging Tax*	4/1/02 (3)	2.625%
	Downtown Restaurant Tax*	2/1/87	3.00%
	Entertainment Tax*	10/1/69	3.00%
New Ulm	Sales Tax and Use Tax	4/1/01	0.50%
North Mankato	Sales Tax and Use Tax	10/1/08	0.50%
Owatonna	Sales Tax and Use Tax	4/1/07 – 6/30/11	0.50%
Proctor	Sales Tax and Use Tax	4/1/00	0.50%
Rochester	Sales Tax and Use Tax	1/1/93	0.50%
	Lodging Tax*	9/1/71	4.00%
St. Cloud Area (4)	Sales and Use Tax	1/1/03	0.50%
St. Cloud	Liquor Tax*	2/1/87	1.00%
	Food Tax*	2/1/87	1.00%
St. Paul	Sales Tax	9/1/93	0.50%
	Use Tax	1/1/00	0.50%
	Lodging Tax 50+ rooms*	4/1/04	6.00%
	Lodging Tax less than 50 rooms*	4/1/04	3.00%
Transit Improvement (5)	Sales Tax and Use Tax	7/1/08	0.25%
Two Harbors	Sales Tax and Use Tax	4/1/99	0.50%
Willmar	Sales Tax and Use Tax	1/1/06	0.50%
Worthington	Sales Tax and Use Tax	4/1/09	0.50%

(1) Cook County 1.0% sales and use taxes originally began 1994 and 2001 respectively, and ended 3/31/08. The taxes resumed 4/1/10.

(2) Duluth sales and use tax originally began 1/1/70. MN Department of Revenue began administration 1/1/06.

(3) Minneapolis lodging tax rate prior to 7/1/09 was 3.0%.

(4) St. Cloud, Sartell, Sauk Rapids, and St. Augusta were original participants in this tax. Beginning 1/1/06, St. Joseph and Waite Park also became participating cities.

(5) Transit Improvement Area includes Anoka, Dakota, Hennepin, Ramsey, and Washington Counties.

* For more information about the special local taxes, see Sales Tax Fact Sheets 164M, Minneapolis Special Local Taxes and 164S, Special Local Taxes: Detroit Lakes, Giants Ridge Recreation Area, Mankato, Rochester, St. Cloud and St. Paul.

Special local taxes

The Minnesota Department of Revenue also administers special local taxes that are imposed in Detroit Lakes, Giants Ridge Recreation Area (city of Biwabik), Mankato, Minneapolis, Rochester, St. Cloud, and St. Paul.

The city of Detroit Lakes imposes a 1 percent Food and Beverage tax. Giants Ridge Recreation Area imposes a 2 percent Admissions and Recreation tax; a 1 percent Food and Beverage tax; and a 2 percent Lodging tax. The city of Mankato imposes a 0.5 percent Food and Beverage tax; and 0.5 percent Entertainment tax. St. Cloud imposes a 1 percent tax on liquor and food sold at restaurants and “places of refreshment” located within the city limits.

Minneapolis, Rochester and St. Paul impose various lodging taxes administered by the Department of Revenue. Minneapolis imposes a city wide 3 percent entertainment tax. Special 3.0 percent restaurant and 3.0 percent liquor taxes apply in the Minneapolis downtown taxing district.

See sales tax fact sheets 164M, Minneapolis Special Taxes and 164S, Special Local Taxes, for more information about special local taxes administered by the Department of Revenue.

Lodging taxes

Many Minnesota cities, towns and areas impose a *lodging tax*. Except for the ones listed on page 3, these taxes are *not* administered by the Minnesota Department of Revenue. All questions should be directed to the city or town imposing the tax.

Examples of when to charge local tax

In the examples below, Minnesota state tax always applies. Local tax applies as indicated.

1. A Minneapolis company sells items to a St. Paul company. The Minneapolis company delivers the items to St. Paul in their own truck. The Minneapolis company is required to collect the St. Paul and the Transit Improvement taxes (not Minneapolis or Hennepin County taxes).
2. A St. Paul company picks up items from a Minneapolis supplier for use in St. Paul. Since the St. Paul company takes possession of the items in Minneapolis, the Minneapolis supplier must collect the Minneapolis, Hennepin County and Transit Improvement taxes.
3. A contractor buys and picks up materials in a city with a local tax for use in an area without a local tax. Since the materials are picked up in the city with a local tax, that city's local sales tax applies. If the materials are delivered by the seller to the construction site, no local tax is due.
4. A North Dakota contractor buys materials in North Dakota and pays the North Dakota tax. The materials are brought into Minnesota to be used at a construction site in Bemidji. Bemidji local use tax is due. (Also, since the North Dakota tax rate is lower than Minnesota's rate, the difference is also due as Minnesota state use tax.)
5. A person sells at a craft show located in a city with a local tax and the customers take possession of the items in that city. Since the sales are being made in a city with a local tax, the seller must collect the local tax. This is true even if the seller is from outside the city.
6. A photographer takes pictures at a site where there is no local tax. The customer picks up the photos at the photographer's studio in a city with a local tax. Local tax is due because the customer takes possession of the photos in a city with a local tax. If the photographer mails the photos to an area with no local tax, no local tax is due.

Zip codes

The **sales tax rate calculator** (available on our website) provides the state and local general sales and use tax rates that apply to sales made to specific locations in Minnesota. Just enter the 9-digit zip code for the location of the sale, select the period when the sale was made, enter the total amount of the sale (optional) and click the “Submit” button.

The **general** zip code area of each local tax is listed on the next page. Unfortunately, zip codes do not correspond exactly with city/county limits. **To be sure you are getting the correct results for the specific address you are looking up, use the sales tax rate calculator on our web site, and be sure to use the full 9-digit zip code.** If you don't know the 9-digit zip code, click on the “Zip code lookup” link on the calculator. This brings up the United States Postal Service zip code lookup function. Enter the address for the sale and it will give you the correct 9-digit zip code to use on the sales tax rate calculator.

A detailed breakdown of zip code areas that cross city/county boundaries is available on our web site for *Albert Lea, Austin, Baxter, Bemidji, Brainerd, Fergus Falls, Hennepin County, Hermantown, Hutchinson, Minneapolis, New Ulm, Owatonna, Proctor, Sartell, Sauk Rapids, St. Augusta, St. Cloud, St. Paul, Transit Improvement and Two Harbors*. However, because city boundaries change and new streets are added over time, those listings may not be complete. (Zip code guides are not available for all areas.)

General zip code area of each local tax:

Albert Lea: 56007

Austin: 55912

Baxter: 56425

Bemidji: 56601, 56619

Brainerd: 56401

Clearwater: 55320

Cook County: 55604-55606, 55612, 55613, 55615. Cities in Cook County are Grand Marais, Grand Portage, Lutsen, Schroeder, Tofte, and Howland

Detroit Lakes: 56501, 56502

Duluth: 55802-55808, 55810-55812, 55814-55816

Fergus Falls: 56537

Giants Ridge Recreation Area (city of Biwabik): 55708

Hennepin County: 55111, 55305, 55311, 55316, 55323, 55327, 55328, 55331, 55340, 55341, 55343-55348, 55356, 55357, 55359, 55361, 55364, 55369, 55373-55375, 55384, 55387, 55388, 55391-55393, 55401-55431, 55435-55447, 55450, 55454, 55455, 55458-55460, 55467, 55470, 55472-55474, 55478-55480, 55483, 55484, 55486-55488, 55569-55571, 55574, 55576-55579, 55592, 55593, 55595-55599

Cities in Hennepin County are Bloomington, Brooklyn Center, Brooklyn Park, Champlin, Chanhassen*, Corcoran, Crystal, Dayton*, Deephaven, Eden Prairie, Edina, Excelsior, Fort Snelling, Golden Valley, Greenfield, Greenwood, Hamel, Hanover*, Hassan Township, Hopkins, Independence, Long Lake, Loretto, Maple Grove, Maple Plain, Medicine Lake, Medina, Minneapolis, Minnetonka, Minnetonka Beach, Minnetrista, Mound, New Hope, Orono, Osseo, Plymouth, Richfield, Robbinsdale, Rockford*, Rogers*, Shorewood, Spring Park, St. Anthony, St. Bonifacius*, St. Louis Park, Tonka Bay, Waconia*, Watertown*, Wayzata, Woodland and Young America*

* Part of zip code for this city is outside Hennepin County

Hermantown: 55810, 55811 (both zip codes are used by Hermantown & Duluth), 55701

Hutchinson: 55350

Lanesboro: 55949

Mankato: 56001-56003, 56006

Minneapolis: 55401-55419, 55421, 55423, 55430, 55440, 55450, 55454, 55455, 55458-55460, 55467, 55470, 55472-55474, 55478-55480, 55483-55488

New Ulm: 56021, 56073

North Mankato: 56003

Owatonna: 55060

Proctor: 55810 (used by Proctor, Duluth & Hermantown)

Rochester: 55901-55906, 55960, 55976

St. Cloud: 56301-56304

St. Cloud Area (St. Cloud, Sartell, Sauk Rapids, St. Augusta, St. Joseph, Waite Park): 55320, 55353, 55382, 56301-56304, 56372, 56374, 56377, 56379, 56387, 56388, 56393, 56395-56399

St. Paul: 55101-55109, 55113, 55114, 55116-55119, 55130, 55133, 55145, 55146, 55155, 55164-55166, 55168-55172, 55175, 55199

Transit Improvement: The transit tax area is Anoka, Dakota, Hennepin, Ramsey and Washington counties. See our website for cities and zip codes in the transit tax area.

Two Harbors: 55616

Willmar: 56201

Worthington: 56187

Note: City taxes do not apply at the *Minneapolis-St. Paul International Airport*, the *Hubert H. Humphrey Airport Terminal* or the *Minnesota State Fairgrounds* because they are not within the city limits of Minneapolis or St. Paul. However, Hennepin County and Transit Improvement taxes apply at the *Minneapolis-St. Paul International Airport* and the *Hubert H. Humphrey Airport Terminal*. The Transit Improvement tax applies at the *Minnesota State Fairgrounds*.

References:

M. S. 297A.63, Use Taxes Imposed; Rates
M. S. 297A.95, Coordination of state and local sales tax rates
M. S. 297A.98, Local governments exempt from local sales taxes
M. S. 297A.99, Local sales taxes
Other fact sheets you may need:
Sales to Government, #142
Minneapolis Special Local Taxes, #164M
Special Local Taxes, #164S



TONY BENNETT
BOARD OF RAMSEY COUNTY COMMISSIONERS
DISTRICT 1

JOE MURPHY
ASSISTANT TO COMMISSIONER

December 15, 2011

220 COURT HOUSE
SAINT PAUL, MINNESOTA 55102
TEL. (612) 266-8350
FAX (612) 266-8370

Representative Morrie Lanning
379 State Office Building
Saint Paul, MN 55155

Senator Julie Rosen
322 Capitol
Saint Paul, MN 55155

Dear Representative Lanning and Senator Rosen:

The purpose of this letter is to respond to legislative inquiries regarding the proposed financing of a multi-use, public-purpose sports stadium in Arden Hills, Minnesota, that will be the home venue of the Minnesota Vikings football team. Our proposal also includes remediation and redevelopment of the 430-acre TCAAP property, an environmental Superfund site, with much needed and long overdue transportation improvements in the I-35W/I-694 transportation corridor.

At two Senate Tax Committee hearings, held November 29, 2011, and December 6, 2011, Ramsey County officials were asked whether we will be proposing a new funding source for a local share of public financing costs. We greatly appreciated the opportunity to speak with members of the joint Senate committees and are pleased to offer additional information now regarding our project proposal.

We continue to believe that the Vikings are a state asset and our preference is for a statewide funding solution for the people's stadium. However, because we believe in the viability of the Arden Hills site, we are willing to put forth funding alternatives beyond the earlier sales tax proposals that were removed from consideration by state officials earlier this year. Ramsey County has re-evaluated all potential revenue sources that may be available to provide suitable, stable funding for project costs.

As you know, various revenue sources have been authorized in previous legislation for numerous cities and counties in Minnesota. This included authorizations for special local taxes on food and beverages, liquor, lodging, entertainment and admissions that do not have local referenda requirements by state statutes.

To fund the local partner share of the stadium project, Ramsey County proposes a countywide 3% food and beverage tax. This will raise approximately \$24 million per year to finance up to \$350 million in capital contributions. This food and beverage tax would be comparable to the same tax now levied in Minneapolis, and would equalize the tax for both Twin Cities. This is the only viable financing plan on the table, and the only plan that would make the local share available immediately. Additionally, it is the only plan that has already been negotiated with the Vikings.

Minnesota's First Home Rule County

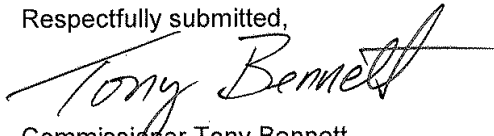
printed on recycled paper with a minimum of 10% post consumer content



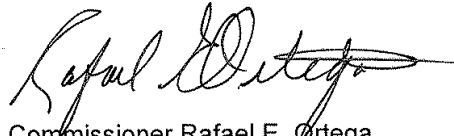
Representative Morrie Lanning
Senator Julie Rosen
December 15, 2011
Page 2

We respectfully request a meeting with legislative leaders to further discuss this as soon as possible. Ramsey County is ready to move forward with plans to construct a Vikings Stadium in Arden Hills.

Respectfully submitted,



Commissioner Tony Bennett



Commissioner Rafael E. Ortega

Attachments: Letter from Tom Johnson dated December 15, 2011
Springsted report dated December 15, 2011

cc: Ramsey County Board of Commissioners
Governor Mark Dayton



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December 15, 2011

VIA ELECTRONIC MAIL

Julie Kleinschmidt
Ramsey County Manager
Ramsey County
50 W. Kellogg Blvd. Suite 560
St. Paul 55102

Lee Mehrkens
Chief Financial Officer
Ramsey County
50 W. Kellogg Blvd. Suite 560
St. Paul 55102

Dear Julie and Lee:

You asked that I respond to a number of questions raised by legislators regarding Ramsey County's proposal to fund a portion of the costs associated with a multi-use stadium in Arden Hills. The questions pertain to the financing options available to the County and the legal requirements surrounding their implementation, including any referendum requirements.

In responding to your questions you asked that I focus, in particular, on a Ramsey County financing proposal which would use a three percent (3%) food and beverage tax to fund a County contribution of up to \$350 million toward the stadium.

As a general response, Ramsey County has a variety of local tax options available, including the proposed food and beverage tax. Proceeds from the food and beverage tax would be available to fund the County's share of stadium-related costs, contingent only on the requisite authorization by state legislation. Once legislative authorization is obtained, the Ramsey County Board is empowered under the County Charter to impose a food and beverage tax within the County and to direct the proceeds toward the Arden Hills stadium, without any referendum requirement.

This general response is further refined in the answers below:

1) Which local option taxes are available under current law (e.g., sales tax, food & beverage tax, liquor tax, hotel/motel tax, entertainment/admissions tax, other local taxes if applicable)?

The legislature has allowed twenty-nine communities to impose a local sales tax since 1981. Twenty-two of those communities have been allowed to impose a *general* sales tax.¹ When authorized by the legislature, a general sales tax takes the form of an add-on to the state sales tax

¹ Minnesota Department of Revenue, *Local Sales and Use Taxes* (Fact Sheet No. 164, Revised June, 2011) ("Fact Sheet 164").

RAMSEY COUNTY

December 15, 2011

Page 2

which is imposed on all the goods and services listed in Minn. Stat. § 297.61.² The amount of the add-on tax ranges from 0.15% in Hennepin County to 1.00% in Cook County and Duluth. Additionally, the legislature has authorized seven communities to impose one or more *special* local taxes.³ A special local tax involves the imposition of a tax on a specific good or service listed in Minn. Stat. § 297.61, such as lodging, entertainment, food and beverages. Five communities have been authorized to impose a food and beverage tax such as proposed by Ramsey County.⁴

In authorizing a local tax option, the legislature must exempt the community from Section 477A.016 of the Minnesota Statutes, enacted in 1981, which states that “No city, county or other taxing authority shall increase a present tax or impose a new tax on sales or income.” This prohibition on new local taxes does not apply to a lodging tax of up to three percent when the lodging is for less than thirty days.⁵ However, the proceeds from a local lodging tax are limited to funding convention centers and marketing tourism.⁶

Additionally, authorizing legislation often places restrictions on the use of the local tax. The most common restriction ties the use of the tax proceeds to a particular capital project. In the case of Minneapolis, the City obtained legislation authorizing the imposition of a 3% lodging, food and beverage tax, the revenues from which “shall be applied solely to pay costs of collection and to pay or secure the payment of any principal of, premium and interest on any bonds . . .” issued to finance the costs associated with the City’s convention center.⁷ In St. Cloud, the proceeds from its liquor and food tax are limited to “expenses of constructing a convention center facility or related facilities” and use of proceeds from the lodging tax are limited to promoting, operating and maintaining the convention center.⁸ Rochester’s food, beverage and lodging tax is limited to “design, construction, renovation, improvement, and expansion of the Mayo Civic Center Complex.”⁹ Mankato’s food, beverage and entertainment taxes are limited to the operation and maintenance of the Riverfront 2000 and Women’s Hockey

² Goods and services listed in Minn. Stat. § 297.61 and subject to the state general sales tax are: Admission and amusement fees; aircraft and related services and training; building materials, supplies and equipment; cable and satellite TV services; candy and soft drinks; computer software; car rental; delivery charges; dietary supplements; fabrication labor; fur clothing; grooming and hygiene products; installation labor; liquor sales; lodging; machinery, equipment, tools, accessories, appliance, furniture and fixtures; machinery, office equipment and other items sold by businesses that use the items in their trade or business; meal and drinks prepared by the seller; motor vehicles; prepaid telephone calling cards; building and cleaning services, motor vehicle towing services, detective and security services, telecom services, laundry and cleaning services, lawn and garden care services, pets and pet grooming services, messages, and parking services; tobacco products; utilities; vending-machine sales; and waste management services.

³ See Fact Sheet 164.

⁴ See Fact Sheet 164.

⁵ Minn. Stat. § 469.190, subd. 1.

⁶ Minn. Stat. § 469.190 subd. 3.

⁷ Minn. Laws 1986, Ch. 396.

⁸ Minn. Laws 1986, Ch. 379.

⁹ Minn. Laws 2002, Ch. 377; Minn. Laws 2009, Ch. 88.

Exposition Center.¹⁰ The city of Detroit Lakes obtained authorization to impose a food and beverage tax with proceeds going to control of the flowering rush infestation, and improvements in local bike trails, public parking facilities, and development of the Highway 10 area.¹¹

Beyond restricting the type of tax allowed and the use of its proceeds, the Minnesota legislature has enacted legal requirements that must be met prior to a city or county imposing a local option tax. These requirements are discussed in my response to your next question.

2) What legal requirements must each tax type meet to be enacted (do they require legislation, County Board action, voter referenda, etc.)?

The legal requirements for imposing a local option tax vary depending on the type of tax proposed. The requirements are both statutory and constitutional.

First, legislative authorization is necessary for any city or county to impose a local tax on sales or income whether it is a general or special sales tax.¹² The only exception is the lodging tax which has a standing statutory authorization so long as the use of the proceeds are limited to funding a convention center or tourism. If the lodging tax is used for any other purpose, such as funding the construction or operation of a professional football stadium, legislative authorization is required.

Second, if the proposed local tax is a general sales tax, it must comply with multiple statutory requirements. The requirements are set out in Minn. Stat. § 297A.99:

- (i) The city or county must seek voter approval of the local general sales tax prior to seeking the legislative authorization required under Minn. Stat. 477A.016;
- (ii) The proceeds of the tax must be dedicated to a designated capital improvement; and
- (iii) The tax must terminate after completion of the designated capital improvement.

It is important to note that § 297A.99 expressly allows the authorizing legislation to exempt the tax from the referendum requirement.¹³ Pursuant to this provision, the legislature has exempted numerous communities from holding a referendum prior to imposing a general sales tax. Such was the case, for example, for the general sales tax that Hennepin County and Anoka County were authorized to impose to fund stadium projects.¹⁴ It is also important to note that the requirements of Minn. Stat. § 297A.99 apply only in instances where the city or county seeks to impose a general sales tax. None of the three requirements apply to a special local tax, which is

¹⁰ Minn. Laws 2008, Ch. 366.

¹¹ Minn. Laws 2010, Ch. 389.

¹² Minn. Stat. § 477A.016.

¹³ Minn. Stat. § 297A.99, subd. 1(b)(2).

¹⁴ Minn. Laws 2006, Ch. 257.

applicable to one or more specified goods or services, such as the food and beverage tax proposed by Ramsey County.¹⁵

Third, if a city or county is seeking to impose or extend a special local tax, such as the food and beverage tax proposed by Ramsey County, and the Department of Revenue either has agreed to or is required to administer the tax, then Minn. Stat. section 270C.171 requires the city or county to adopt a definition of the tax as follows:

- (1) the definition must be identical to the definition found in chapter 297A or in Minnesota Rules, chapter 8130; or
- (2) if the specific term is not defined in either chapter 297A or Minnesota Rules, chapter 8130, then the definition must be consistent with the position of the Department of Revenue as to the extent of the tax base.

This requirement does not apply to terms that are defined by the authorizing legislation.¹⁶

Fourth, if the legislation authorizing the local tax option is specific to a single city or county, it will trigger a provision in the Minnesota Constitution requiring the legislation to be approved by the governing body of the locality before it becomes effective.¹⁷ A similar requirement is imposed by state statute: A special law must name the local government unit to which it applies and a majority of the unit's governing body must approve the special law, *by resolution*, before it becomes effective.¹⁸

3) Are any of the available taxes prohibited under the Ramsey County Charter or do they require a voter referendum under the Charter?

The full range of local tax options are allowed under the Ramsey County Charter without a voter referendum. This includes the proposed food and beverage tax. The Charter grants the County Board the power "to levy taxes and special assessments."¹⁹ This authority extends "to the power by resolution to assess, levy and collect taxes on *all subjects or objects of taxation,...*"²⁰ This all-inclusive authority is unfettered by any other provision in the Charter.

More specifically in response to the question posed, the Ramsey County Charter contains no provision requiring a public referendum of any sort in order for the County Board to impose a food and beverage tax. Nor does the Charter restrict the use of the proceeds from such a tax. Thus, Ramsey County's implementation of a local tax option, such as the proposed food and

¹⁵ Minn. Stat. § 297A.99, subd. 1(a)(3); *see also* Fact Sheet 164 and 164S.

¹⁶ Minn. Stat. § 270C.171, Subd. 1(b).

¹⁷ Minnesota Constitution, Article XII, Section 2.

¹⁸ Minn. Stat. § 645.021.

¹⁹ Ramsey County Charter, Section 2.02.

²⁰ Ramsey County Charter, Section 9.01 (Emphasis added).

beverage tax, for purposes of funding a portion of the Arden Hills stadium-related costs would not require a voter referendum under the Charter. The Charter does, however, explicitly subject the powers of the County Board to the limitations under state and federal law.²¹ Thus, if the legislature were to authorize Ramsey County to impose a general sales tax, such as the half cent add-on to the state sales tax previously proposed by the County, the County would need to conduct a referendum pursuant to Miss. Stat. § 297A.99, unless the authorizing legislation specifically exempted the implementation of the tax from the referendum requirement. Such exemptions have been routinely included in authorizing legislation as pointed out above.

4) How do the requirements in the Ramsey County Charter differ, if at all, from those in the Minneapolis City Charter regarding the legislative action necessary to authorize a local tax option and the need for a voter referendum prior to implementation of a local tax?

All cities and counties are required to obtain legislative authorization to increase an existing tax or to impose a new tax on sales or income.²² This requirement applies equally to Ramsey County and the City of Minneapolis. If either Ramsey County or Minneapolis seek to impose a new local tax or increase an existing one to fund a stadium, both would need to obtain legislative approval and authority to impose the tax. If either the County or City seek to use an existing tax which is dedicated to a purpose other than stadium-related funding, both would need to obtain legislative authority to use the existing tax for the new stadium-related purpose. If the tax that the County or City seek authorization to impose is an add-on to the general sales tax, both would be subject to the public referendum requirement in Minn. Stat. § 297A.99, unless exempted by the authorizing legislation.

As discussed in response to Question 3 above, the Ramsey County Charter does not require a public referendum for any purpose. The Charter grants the County Board broad and unfettered power to decide tax policy within the County, subject only to limitations imposed by state and federal law.²³ The same broad, unfettered authority exists under the Charter for the County Board to decide how to spend the revenues raised by a County tax.²⁴ Thus, the County Board could immediately impose and implement a 3% food and beverage tax once the authorizing legislation is enacted pursuant to Minn. Stat. § 477.016.

The Minneapolis City Charter differs from the Ramsey County Charter in regard to spending authority. Unlike Ramsey County's Charter, the Minneapolis Charter prohibits the City from using the revenues raised from a local tax option or any other City resource valued at "over \$10 million for the financing of professional sports facilities without the approval of a simple majority of the votes cast on the question, in a ballot question put to the public at the next

²¹ Ramsey County Charter, Section 2.02(C).

²² Minn. Stat. § 477A.016.

²³ Ramsey County Charter, Section 2.02.

²⁴ Ramsey County Charter, Section 9.01.

RAMSEY COUNTY
December 15, 2011
Page 6

regularly scheduled election.”²⁵ This provision was added to the City’s Charter in 1997. It received 70% of the votes cast. No such spending restriction is contained in the Ramsey County Charter.

Conclusion: After analyzing the requirements associated with the local tax options discussed in this letter, the clearest path for Ramsey County to pursue is through the authorization of a special local tax, such as the 3% food and beverage tax proposed by the County. The legislative authorization process for this type of local tax option is well-tread. Further, implementation of a special local tax, such as the proposed food and beverage tax, does not trigger a voter referendum under either state law or the County’s Charter, making it quicker and less costly to implement than a general sales tax.

Please feel free to contact me if you would like further information.

Sincerely,

A handwritten signature in blue ink that reads "Tom Johnson". The signature is written in a cursive style with a large, sweeping initial "T".

Thomas L. Johnson

kgn/TLJ

GP:3084951 v4

²⁵ Minneapolis City Charter, Chapter 15, Section 13.

Kubler, Rick E.

From: Hاديaris, Amy (MPCA) <amy.hadiaris@state.mn.us>
Sent: Tuesday, December 20, 2011 12:50 PM
To: Kubler, Rick E.; 'david.macmillan@CO.RAMSEY.MN.US'
Cc: Schmitt, Shanna (MPCA); Neve, Hans (MPCA); Greg Mack (greg.mack@co.ramsey.mn.us)
Subject: Cleanup standards for the 430 acres

Rick and David-

During our conversation yesterday we discussed the need for clarification regarding the Superfund cleanup standards established in the Record of Decision (ROD) and how those cleanup standards compare to the MPCA's generic Industrial SRVs, specifically for the "lease areas" depicted as red squares on Wenck's *Environmental Condition* map dated June 2010. We chatted briefly about how there is not one set of Superfund cleanup standards for the entire TCAAP site but rather specific cleanup standards for discrete Superfund source areas within TCAAP. I offered to check on the ROD cleanup standards that apply to the 430 acres and to develop a table that compares the MPCA's Industrial SRVs to the applicable ROD cleanup standards. As it turns out, such a table is not necessary because there are no ROD soil cleanup standards established for the 430 acres. An explanation is warranted – see below –but first I want to share that the explanation below was crafted through joint discussion with Deepa DeAlwis (MPCA Superfund Project Manager), Tom Barounis (EPA Project Manager) and Mike Fix (Army Project Manger), all of whom have reviewed and concurred with this email.

The 1997 OU2 ROD and subsequent amendments apply to specific source areas that were identified by EPA/MPCA Superfund as needing remediation. The ROD and amendments contain cleanup standards for the specific source areas (Site A, Site B, etc.) that are addressed within each document. For those Superfund source areas where lead was identified as a contaminant of concern in soil, the ROD cleanup standard was consistently set at 1200 ppm. For other contaminants of concern, the ROD cleanup standard for any given contaminant sometimes varies between the different source areas. The rationale for the variation in ROD cleanup standards is beyond the scope of this email but can be traced back to the 1997 Feasibility Study which used additivity and other Site-specific factors to develop cleanup standards for the individual Superfund source areas. In later years Army began to apply the MPCA's Industrial SRVs *when cleaning up areas that were not addressed in the ROD*. The cleanup standards applied to these more recent soil cleanups (such as Site K within the 430 acres) were not established via a ROD but rather were agreed to by Army, EPA, and MPCA Superfund through other means (removal action work plans, QAPPs. etc).

Army is requiring the purchaser/developer to clean up remaining impacted areas to the MPCA's Industrial SRVs, thus continuing the approach they adopted during their more recent soil cleanups at TCAAP. This approach is acceptable to EPA and MPCA for the purpose of pursuing a change in land use from the current restricted use to a more generic industrial/commercial use, including but not limited to a stadium. Note that other site-specific nuances regarding the cleanup, such as the potential for a buffer zone in green space areas and any additional cleanup over and above Industrial SRVs for soil impacted by chlorinated solvents, can be discussed in the context of the response action plan. Such details will depend on the desired VIC assurances, the extent, magnitude, and location of the contamination, and the specific redevelopment plan for the site.

Feel free to contact me or Shanna if you have additional questions.

Amy Hadiaris, P.G.
Voluntary Investigation and Cleanup Program
Minnesota Pollution Control Agency
651-757-2402
amy.hadiaris@state.mn.us



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MAIN: 612.632.3000
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THOMAS L. JOHNSON
ATTORNEY
DIRECT DIAL: 612.632.3207
DIRECT FAX: 612.632.4207
THOMAS.JOHNSON@GPM.LAW.COM

September 20, 2011

VIA EMAIL AND U.S. MAIL

Mr. Pat Born
Metropolitan Council
390 Robert Street North
St. Paul MN 55101-1805

Mr. Mark Wilf
Minnesota Vikings
9520 Viking Drive
Eden Prairie, MN 55344

Dear Messrs. Born and Wilf;

Gray Plant Mooty is special legal counsel to Ramsey County with respect to the proposed construction of a Viking's football stadium on the former Twin Cities Army Ammunition Plant (TCAAP) site in Arden Hills.

We have been asked by the County to address the need for--and scope of--an environmental review of the proposed stadium. The County has also asked that we share our conclusion with you, which is that an environmental review of the proposed stadium is required and, as a practical and legal necessity, it will encompass the stadium and the on-site, stadium-related infrastructure (the "stadium project"), but that this review should not and cannot include the potential development by the Vikings ownership on the property adjacent to the stadium (the "private development").

The Minnesota Environmental Policy Act (MEPA), Minnesota Statutes, Chapter 116D, governs environmental review in Minnesota. In accordance with MEPA, the responsibility for ordering and overseeing an environmental review is assigned to the Responsible Governmental Unit (RGU). Ramsey County intends to serve as the RGU for the proposed Vikings stadium in the same manner and for the same reasons as Hennepin County and the University of Minnesota served as the RGU's, respectively, for the Target Field and TCF Bank Stadium projects.

MEPA requires a RGU to prepare an environmental impact statement (EIS) whenever a proposed action has the potential for significant environmental effects. Only actions that qualify as "projects" are covered. A "project" has been defined by the courts as a "definite, site-specific action that contemplates on-the-ground environmental changes, including changes in the nature of the use." This definition distinguishes a definitive, site-specific project from conceptual plans that "are too broad and speculative to provide the basis for meaningful environmental review."

Accordingly, an EIS is only required when a proposed project having the potential for significant environmental effects is sufficiently well defined that the proposer can describe it in detail, analyze its significant environmental effects, examine alternatives, and explore measures for mitigating its adverse effects.

The Minnesota Environmental Quality Board (EQB) has adopted rules pursuant to MEPA that govern the EIS process (“EQB rules”). The EQB rules establish criteria for identifying projects for which an EIS is legally required (“a mandatory EIS”). The rules also establish a process for determining which potential environmental impacts must be analyzed as part of the EIS (the “scoping process”). Pursuant to the EQB rule listing mandatory EIS categories, an EIS is required for projects involving construction of an outdoor sports facility which is designed for a peak attendance of 20,000 or more persons. Accordingly, the construction of the proposed Vikings stadium, with a planned seating capacity of 65,000, is a “project” which falls within the mandatory EIS category.

As the RGU, Ramsey County will be responsible for: (i) determining which potential environmental effects of the proposed stadium project need to be analyzed; (ii) ensuring that the EIS addresses all the significant environmental issues which have been identified (for which information can be reasonably obtained); and (iii) confirming that the review process followed all the procedures set out in MEPA and the EQB Rules. In order to properly conduct an EIS, Ramsey County will need to know the basic design features of the proposed stadium including its general location on the TCAAP site, its approximate size (footprint), and the details for the on-site infrastructure necessary to support the stadium, such as the parking lots for game attendees and associated roadways. It is our understanding that these features either have been or will soon be defined to the degree of specificity required to provide the basis for meaningful environmental review.

We turn next to the potential private development on the property adjacent the stadium and whether this potential development needs to be included as part of the EIS on the stadium project. MEPA requires that “connected actions” and “phased actions” be included as part of the EIS for the core project (in the case of a connected action) or the initial project (in the case of a phased action). As defined in MEPA, phased actions require the *same* proposer for both actions. That is not the case here. Ramsey County is the “proposer” of the stadium for purposes of environmental review, as were Hennepin County and the University of Minnesota for the Target Field and TCF Bank Stadium projects. The proposer for the potential private development will be a private entity affiliated with the Vikings ownership.

Connected actions require one project to (i) directly induce the other, (ii) be a prerequisite of the other, or (iii) that neither action is justified by itself. Here, the stadium can—and will—go forward independent of any commitment regarding the scale and scope of the private development on the property adjacent to the stadium. While certainly it is the parties’ plan that private development occur, the Principles of Agreement between the County and Vikings allows the Vikings up to eight years to develop an appropriate, market-driven development plan and for the County to buy-back the land if the private development has not occurred.

Accordingly, the potential private development is neither a phased action nor a connected action. As such, it is not legally required to be included as part of the defined “project” for purposes of the stadium EIS. It should be noted that once the specifics of the private development are known, the scope of the proposed project may require an independent EIS or environmental assessment worksheet (EAW) dependent on the scope and phasing of the project or projects. In that event, the City of Arden Hills would be the legally required—and the appropriate—RGU.

Finally, the EQB rules allow an independent, but “related” project to be included as part of the core project (here, the stadium and related on-site infrastructure) for purposes of environmental review. The inclusion of a related project is at the discretion of the RGU. However, the rules prohibit the RGU from including a related project if its inclusion would unreasonably delay the environmental review process. That is the case here. As stated in Mark Wilf’s September 14, 2011 letter to Pat Born, the private development will grow to include commercial and residential space “over a period of time that is difficult to project given the state of the economy” and that “it would be premature to speculate as to specific square footage and mixed use assumptions.” Without specific details, an analysis of the potential significant environmental effects of the private development is not currently feasible, much less legally required.

The same is true for an analysis of the cumulative potential effects of private development. Such an analysis will only be necessary if, at the time that the stadium project EIS is underway, the County determines that there is sufficiently detailed information available (in the form of detailed plans and specifications) to assess how the private development will contribute to the cumulative potential effects as provided in the EQB rules.

Based on the requirements of MEPA and the associated EQB rules, we have advised the County that a EIS is required for the proposed Vikings stadium and related on-site infrastructure, but that this review need not include the potential private development on the land adjacent the stadium and, indeed, cannot include this potential development since detailed, site-specific plans and specifications are unavailable.

We would be pleased to answer questions you may have, or to provide further information.

Sincerely yours,



Thomas L. Johnson

GP:3040241 v2



December 13, 2011

Chair Victoria Reinhardt
Ramsey County Board of Commissioners
220 Court House
15 West Kellogg Blvd.
St. Paul, MN 55102

Dear Chair Reinhardt and Ramsey County Board of Commissioners:

Thank you for your continued discussions regarding our partnership in the redevelopment of the former Twin Cities Army Ammunition Plant (TCAAP) property in Arden Hills. The Vikings strongly believe that this location will make an excellent site for a new publicly-owned, multi-purpose stadium. The project will also provide an opportunity to support thousands of jobs, create significant economic activity in Ramsey County and the surrounding area, improve the I-35W/I-694 transportation corridor and clean up the State's largest Superfund site.

In order to have an opportunity to complete the project to allow for a 2015 stadium opening, we believe Ramsey County should issue a request for qualification (RFQu) for architectural and engineering services. Given that the stadium design is part of the public process and will likely be paid in part with some public funding, issuing an RFQu is a critical step in moving forward. By acting now, we can begin the design process and prevent delay costs that could reach nearly \$50 million. We can also ensure that if stadium legislation passes in the very near future, we will put people back to work immediately.

The Vikings continue to stand ready to work with you and State leaders to complete this project. We appreciate the time and energy of the Ramsey County Board of Commissioners and the Ramsey County staff, and our strong partnership over the past several months.

Sincerely,

A handwritten signature in cursive script that reads "Mark Wilf".

Mark Wilf
Owner/President
Minnesota Vikings Football, LLC

Resolution

Board of

Ramsey County Commissioners

Presented By: Commissioner Bennett Date: December 20, 2011 No. 2011-379

Attention: Budgeting & Accounting
Property Management

Page 1 of 2

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WHEREAS, The Minnesota Vikings has requested that Ramsey County, their preferred local partner, issue a Request for Qualifications ("RFQu") for Architectural and Engineering Services for a proposed multi-purpose, state-of-the-art stadium in Arden Hills, Minnesota, ("Stadium") that will be the home venue of the Minnesota Vikings football team ("Team"); and

WHEREAS, In order to meet the current target date for construction and occupancy of a Stadium for the 2015 football season, the team is requesting the Ramsey County Board approve and authorize the issuance of a RFQu for Architectural and Engineering Services through an open and competitive public solicitation process in order to begin the facility design process; and

WHEREAS, At this time, there is uncertainty regarding the timeline of the State of Minnesota enacting legislation for development of the project including, but not limited to, approval of a state financing plan, establishment of a public stadium ownership entity ("Stadium Authority"), and selection of the site in Arden Hills, Minnesota; and

WHEREAS, In order to meet the 2015 project schedule, the stadium design process must begin immediately, in anticipation of stadium legislation being adopted in early 2012; and

WHEREAS, Statements of Qualifications ("SOQs") are expected to be received during the timeframe when a Stadium Authority may be created by state legislation; and

WHEREAS, Pending further direction contained in state legislation, the Stadium Authority is expected to own and direct the project, with significant representation and input from the State of Minnesota, Ramsey County and the Team; and

Ramsey County Board of Commissioners

	YEA	NAY	OTHER
Tony Bennett	X		
Toni Carter		X	
Jim McDonough	X		
Rafael Ortega	X		
Jan Parker	X		
Janice Rettman		X	
Victoria Reinhardt		X	

Victoria Reinhardt, Chair

By: 

Bonnie C. Jackelen
Chief Clerk – County Board

**REQUEST FOR QUALIFICATIONS
FOR
ARCHITECTURAL AND ENGINEERING SERVICES FOR A
MULTI-PURPOSE MINNESOTA VIKINGS STADIUM**

**RAMSEY COUNTY, MN
DECEMBER 21, 2011**

KEY DATES

NOTIFICATION OF INTENT TO PARTICIPATE
WRITTEN QUESTIONS DUE
PROPOSALS DUE
SUBMISSIONS/SHORT LIST PROVIDED

JANUARY 18, 2012
JANUARY 20, 2012
FEBRUARY 1, 2012
FEBRUARY, 2012

Page 1 of 10

Executive Summary

Ramsey County is issuing this Request for Qualifications ("RFQu") for Architectural and Engineering services for a proposed multi-purpose state-of-the-art stadium with a fixed or retractable roof that will be the home venue of the Minnesota Vikings football team ("Team"), a member of the National Football League ("NFL"). This entertainment and sports venue will also have the ability to host other professional and amateur sports and entertainment, athletic, cultural and commercial events, including NCAA Final Four Basketball Championships, European and Major League Soccer ("MLS") matches, World Cup soccer matches, NCAA football and baseball games, and NFL Super Bowls (referred to herein as the "Project"). The Project will be located in the City of Arden Hills, County of Ramsey, Minnesota subject to approval by the State of Minnesota, by the Ramsey County Board of Commissioners ("Board"), and by the Team.

A nationally recognized lead architect ("Architect") is requested for the Project, to be responsible for engaging and coordinating an exceptional architectural and engineering design team ("A/E Team"), experienced in the design of multipurpose professional sports and entertainment venues and related facilities, and to provide design and construction administration for the Project. In addition to being flexible and multifunctional, the Project must be designed to meet all applicable buildings codes and the applicable standards and specifications of the NFL, NCAA, MLS, and FIFA. The Project must also be competitive in all respects with similar facilities recently constructed throughout the world.

The Architect must have extensive experience in the design of professional sports facilities with an emphasis on NFL stadiums. The Architect will be responsible for delivering a comprehensive set of construction documents for all components included in the Project.

To initiate the design process in order to meet the current target date for occupancy of the Project in August 2015 ("Target Date"), Ramsey County is issuing this RFQu for Architectural and Engineering services through an open and competitive public solicitation process. Interested architectural firms are invited to submit a Statement of Qualifications ("SOQ") describing their qualifications for design services related to the proposed development of the Project. Organizations, joint ventures, or individuals responding to this RFQu shall be referred to in this document as "Submitters."

At the date of issuance of this RFQu, there is uncertainty regarding the State of Minnesota enacting legislation for development of the Project including, but not limited to, the following: selection of the site for the Project in the City of Arden Hills, Minnesota as outlined in section B herein; approval of a financing plan; and establishment of a public stadium ownership entity ("Stadium Authority") for the Project. Ramsey County anticipates that the State of Minnesota may consider such legislation and the creation of the Stadium Authority in early 2012 during the same timeframe that SOQs are expected to be received pursuant to this RFQu. Pending further direction contained in state legislation, the Stadium Authority is expected to own and direct the Project with significant representation and input from the State of Minnesota, Ramsey County and the Team. It is anticipated that Ramsey County will provide the Stadium Authority with the SOQs or a short list of the SOQs as approved by the Board. Subsequently, it is expected that the Stadium Authority will issue a Request for Proposal ("RFP") for architectural and engineering services to a short list from the Submitters provided by Ramsey County.

As of the date of this RFQu, the likelihood of construction of the Project is uncertain and is subject to a number of material conditions being satisfied. If these conditions are not resolved to the satisfaction of the State of Minnesota, Ramsey County, the Team, or the Stadium Authority, the Project will not be designed or constructed.

I. Project Information

A. General Statement

1. This RFQu is intended to solicit SOQs from architects with extensive experience in the design of professional sports stadiums to serve as the Architect of Record and lead the A/E Team.
2. Architectural firms that respond to this RFQu shall meet all of the following criteria:
 - 1) Be experienced as the primary design architect on a project with a construction cost of greater than \$300,000,000;
 - 2) Be experienced as the primary design architect on a football stadium in excess of 1,500,000 gross square feet;
 - 3) Have demonstrated sustainable design experience with buildings constructed to LEED Certified, or better, standards;
 - 4) Have the in-house capacity to produce the conceptual, schematic design, and design development drawings;
 - 5) Be familiar or familiarize itself with city of Arden Hills, Ramsey County and State of Minnesota building and fire codes, zoning regulations, and local construction practices;
 - 6) Have certifications necessary to perform the work for the firm, all key project employees and sub-consultants;
 - 7) Identify any partner(s) or designers it proposes be a part of its architectural team, understanding all such parties will be subject to review and approval by the Stadium Authority.
3. Submitters understand and agree that they are submitting their statements of qualifications at their own risk and expense.
4. Submitters understand and agree that Ramsey County has the right to reject any and all SOQs made in response to this RFQu, is under no obligation to make an award, and is not responsible for any costs incurred by anyone in this process.
5. In order to be valid, an SOQ must be in writing, submitted on time, and signed by an officer of the Submitter who can be accountable for all representations.

B. Site Overview

The Project site encompasses 260 acres located on the former Twin Cities Army Ammunitions Plant property in Arden Hills, Minnesota. The Project is programmed currently to be approximately 1,600,000 gross square feet in floor area and have permanent seating for 65,000 for NFL games, including luxury suites and other premium seating opportunities. The design will need to allow for expandable seating to 72,000 for hosting marquee events such as the Super Bowl.

C. Procurement Process

A two-step RFQu/RFP procurement process will be used to select an Architect, but the timing of the selection is unknown currently.

If the Stadium Authority is established in a timeframe consistent with the occupancy of the Project by the Target Date, then Ramsey County may provide, after Board approval, the SOQs from qualified Submitters to the Stadium Authority, which subsequently will be expected to develop a short list of the highest qualified Submitters. If the Stadium Authority is not established in a timeframe consistent with the occupancy of the Project by the Target Date, then Ramsey County may develop and provide, after Board approval, a short list of the highest qualified Submitters to the Stadium Authority. Such short list, if determined by Ramsey County, will be conducted in consultation with the Team, by evaluating the SOQs on a best value basis using the criteria set forth in this RFQu. The short list will include no more than four firms. Subsequently, it is expected that the Stadium Authority will issue a RFP for architectural and engineering services to the short list of Submitters requesting that their proposals satisfy all of the necessary responsibilities of the Architect and deliver the complete architectural and engineering services required for the Project.

The Stadium Authority is not obligated to move forward to the RFP phase if it deems the RFQu submittals or the RFQu process to be insufficient.

D. Letter of Intent to Participate

Architects intending to submit an SOQ are encouraged, but not required, to send a Letter of Intent to Participate to the following person by 12:00 p.m. on January 18, 2012:

Susan Feuerherm
City of St. Paul, Division of Contract and Analysis Services
280 City Hall/Court House
15 West Kellogg Blvd.
St. Paul, MN 55102

Questions may be faxed to (651) 266-8919 or e-mailed to susan.feuerherm@ci.stpaul.mn.us

E. Pre-Submission Information

County personnel and elected officials are not authorized to discuss this Project or RFQu with interested Submitters. All questions related to the project requirements and requests for clarification must be submitted in writing to the following person by 2:00 p.m. on January 20, 2012:

Susan Feuerherm
City of St. Paul, Division of Contract and Analysis Services
280 City Hall/Court House
15 West Kellogg Blvd.
St. Paul, MN 55102

Questions may be faxed to (651) 266-8919 or e-mailed to susan.feuerherm@ci.stpaul.mn.us

II. Scope of Services

A. General

The Architect will be responsible for developing the overall design concept and providing complete, accurate and coordinated design packages throughout the Project. In addition, the Architect is expected to provide the necessary expertise in the planning, design and engineering of first class major league sports venues, as well as intimate working knowledge of local codes and established working relationships with local review authorities. The Architect and sub-consultants must be licensed to practice architecture and engineering in the State of Minnesota.

The scope of services to be provided by the Architect for the Project shall include Preliminary Services and Basic Services.

B. Preliminary Services

Preliminary services will be performed by the A/E Team before the Stadium Authority has formally authorized the Project to go forward and will include:

- a) Stadium Program Refinement and Confirmation;
- b) Conceptual Design Documents; and
- c) Working with the Cost Consultant of the Stadium Authority to achieve a Baseline Cost Model that is within the Stadium Authority's budgetary parameters. In addition, the A/E Team will provide any necessary interpretation of the Program and Conceptual Design to optimize the accuracy of the Baseline Cost Model.

C. Basic Services

Once the Project is formally authorized to proceed by the Stadium Authority, the A/E Team will be instructed to commence Basic Services. The scope of the Basic Services to be provided by the A/E Team relative to the Project shall include the following disciplines to the extent necessary to provide complete, accurate and fully coordinated design documents and construction administration for the Project:

- Architecture
- Planning
- Landscape Architecture
- Civil Engineering
- Structural Engineering (including wind/snow analysis)
- Mechanical Engineering
- Electrical Engineering
- Plumbing and Fire Protection Engineering
- ADA design
- Audio, video, communications and information technology design
- Acoustic design
- Branding and theming, including naming rights and sponsorship signage
- Code compliance
- Experiential graphics, wayfinding signage: interior and exterior
- Facade and window wall design
- Fall arrest design and envelope maintenance design
- Food Service
- Furniture, fixtures and equipment ("FF&E") design

- Interior design
- LEED, energy modeling, building analysis and commissioning
- Specialty Lighting
- Vertical Transportation design and engineering
- Building Information Modeling ("BIM") for all phases of design
- Traffic and Pedestrian Access Planning

The A/E Team's Basic Services will be delivered in the following phases:

- Final Program
- Schematic Design
- Design Development
- Construction Documents/Bid and Award
- Construction Administration, including punch list, commissioning and closeout
- Post-Construction, including record drawings and warranty inspections

III. RFQu Timetable

Ramsey County has established the following preliminary timeline for this RFQu/RFP process:

RFQu Released by Ramsey County:	December 21, 2011
Deadline for Letter of Intent to Participate:	January 18, 2012
Deadline for Questions:	January 20, 2012
Answers to Questions Posted:	January 27, 2012
Submissions Due:	February 1, 2012

Submissions/Short List Provided to Stadium Authority, if applicable:	February, 2012
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RFP Released:	TBD
RFP Responses Due:	TBD
Contract Signed:	TBD

IV. Submission

A. Submission Process

I. Notice to Submitters

- 1) Ramsey County is not responsible for costs incurred by anyone responding to this RFQu or involved in the RFQu process.
- 2) Upon submission, all SOQs become the property of Ramsey County, which retains the right to use any concept or idea presented in any SOQ submitted, whether or not that SOQ is accepted.
- 3) Ramsey County expressly reserves the right to amend or withdraw this RFQu at any time and to reject any or all SOQs.
- 4) Ramsey County is not bound to accept the lowest cost submission.
- 5) Submitters are held legally responsible for their SOQs and SOQ budgets. Submitters are not to collude with other Submitters and competitors or take any other action that will restrict competition. Evidence of such activity will result in rejection of the SOQ.
- 6) Ramsey County reserves the right to request any additional information at any stage of the RFQu process. Compliance shall be at the Submitter's expense.

II. Questions

Submitters are to submit written questions related to the specific project requirements, the RFQu process, and contents of SOQs by 4:00 p.m. on January 20, 2012 to:

Susan Feuerherm
City of Saint Paul, Division of Contract and Analysis Services
280 City Hall/Court House
15 West Kellogg Blvd.
St. Paul, MN 55102

Questions may be faxed to (651) 266-8919 or emailed to: Susan.feuerherm@ci.stpaul.mn.us

Written responses to all questions received on time will be transmitted by mail and other means to all holders of the RFQu by 4:00 p.m. on January 27, 2012, in the form of addenda. Oral questions will not be accepted. Submitters shall rely only on the provisions of this RFQu and written addenda in preparing their SOQs.

B. Valid Submission

- I. In order to be considered valid, the response shall be in writing, submitted on time and in accordance with the sealed solicitation process of the Division of Contract and Analysis Services, and be signed by an officer of the Submitter who can be accountable for all representations.
- II. The Statement of Qualifications response must include the following information, tabbed in the following order:
 - 1) Firm name and address of the office that would have primary responsibility for the work on the Project.
 - 2) A narrative summary of no more than twenty five pages total describing the five (5) most relevant stadium and/or comparable projects that your firm has designed and remained engaged through completed construction during the past ten (10) years. Applicants may include any relevant comparable projects currently under construction. For each project, provide:
 - Assigned project personnel including specific role / project responsibilities
 - Project delivery method
 - Scope of services provided
 - Project budget (original and final)
 - Project schedule with performance review or variance evaluation
 - Size and characteristics of the facility
 - Applicable photographs
 - Final schedule of values
 - Provide references for each project (ownership entity and facility manager). Reference contact information shall include name, title, address, e-mail address, and telephone number
 - Identify MBE/WBE and Local subconsultant participation levels achievedAdditional marketing and promotional brochures may be included, but shall be submitted under separate cover.

- 3) The names and resumes of the design team members proposed for this Project, including an organizational chart and narrative outlining the roles and responsibilities to be performed by each. Please be very specific regarding the proposed personal involvement of each design individual. When describing previous project experience for the personnel, please indicate the specific role of the individual for the particular project listed.
- 4) Describe your firm's capabilities and experiences in the use of technologies such as Building Information Modeling or others that you deem important to the design and construction process.
- 5) Describe your firm's work and projects in following sustainable design practices and achieving LEED certification. In particular, please note any sports facility project that your firm has designed that is capable of attaining or has attained LEED certification. List certification level and methodologies utilized to achieve LEED certification.
- 6) Provide certificates of insurance describing all applicable general liability and professional liability insurance policies with their respective types of coverage and corresponding policy limits.
- 7) List all applicable professional licenses, including licenses to provide architectural and engineering services in the state of Minnesota. If your firm is not currently licensed to provide architectural or engineering services in the state of Minnesota, please describe how your firm intends to comply with legal requirements applicable to and required of the Architect.
- 8) The selected firm will be required to agree (a) not to engage in any business or activity which impedes or is contrary to the proper performance of the services to be provided to the Stadium Authority, and (b) not to take any action or enter into or continue any relationship or arrangement that would result in the selected firm's performance of the services being in conflict with any other interests of the selected firm arising or continuing as a result of that action, relationship or arrangement. Therefore, please provide any relevant information regarding any recently completed, current or presently contemplated business, activity, actions, relationships or arrangements of your firm that could be deemed to be contrary to or in conflict with your performance of the services which are the subject of this RFQu, including, without limitation, any engagement by the Minnesota Metropolitan Sports Facilities Commission.
- 9) Provide information regarding any litigation with which your firm is currently involved and has been involved in the past five years.

C. Submission

- I. Responses are due by 2:00 p.m. on February 1, 2012. Submit to:

Susan Feuerherm
Division of Contract and Analysis Services
280 City Hall/Court House
15 West Kellogg Blvd.
St. Paul, MN 55102

Faxed responses will not be accepted.

- II. The response must include an original and twenty-six (26) copies of the SOQ. The first page of the original must have the original signature of the officer who will be accountable for all representations. Unsigned responses may be considered invalid.

Page 8 of 10

- III. To facilitate response opening, the original only should be sealed in a separate envelope or box. The name, address, and RFQu number should be clearly marked on the outside. The remaining copies may be wrapped or boxed together.
- IV. A response may be withdrawn on written request of the Submitter prior to the response due date. Negligence of the Submitter in preparing this response confers no right to withdraw the response after the response due date. Prior to the due date, changes may be made, provided the change is initialed by the Submitter or the Submitter's agent. If the intent of the response is not clearly identifiable, the interpretation most advantageous to Ramsey County will prevail. Once submitted, a response will not be returned.
- V. Failure to submit a response on time shall constitute grounds for the rejection of the response.
- VI. Data submitted are private or nonpublic until responses are opened. Once responses are opened, the name of the Submitter shall be read and made public. All other data in the Submitter's response are private or nonpublic until completion of the evaluation process that results in creation of a short list. After the short list of qualified vendors has been announced, remaining data from all Submitters are public with the exception of trade secret data as defined and classified by Section 13.37 of Minnesota statutes governing data practices.

V. Evaluation and Short List Process

A. Evaluation

- I. Ramsey County reserves the right to waive any minor irregularities in the RFQu and evaluation process.
- II. If Ramsey County, in consultation with the Team, evaluates each SOQ to develop a short list, then each SOQ will be evaluated based upon the overall content of the submission including the specific content provided in response to the criteria outlined in section I (A) herein and the ability of each Submitter to provide the scope of services outlined in this RFQu.
- III. Ramsey County reserves the right to request oral interviews from any or all Submitters at its discretion. The Submitters selected for interviews will be provided an interview outline prior to the interview date.
- IV. If Ramsey County, in consultation with the Team, develops the short list of the highest qualified applicants for the Project, its determination of the short list is not subject to challenge, claim, protest, or appeal.

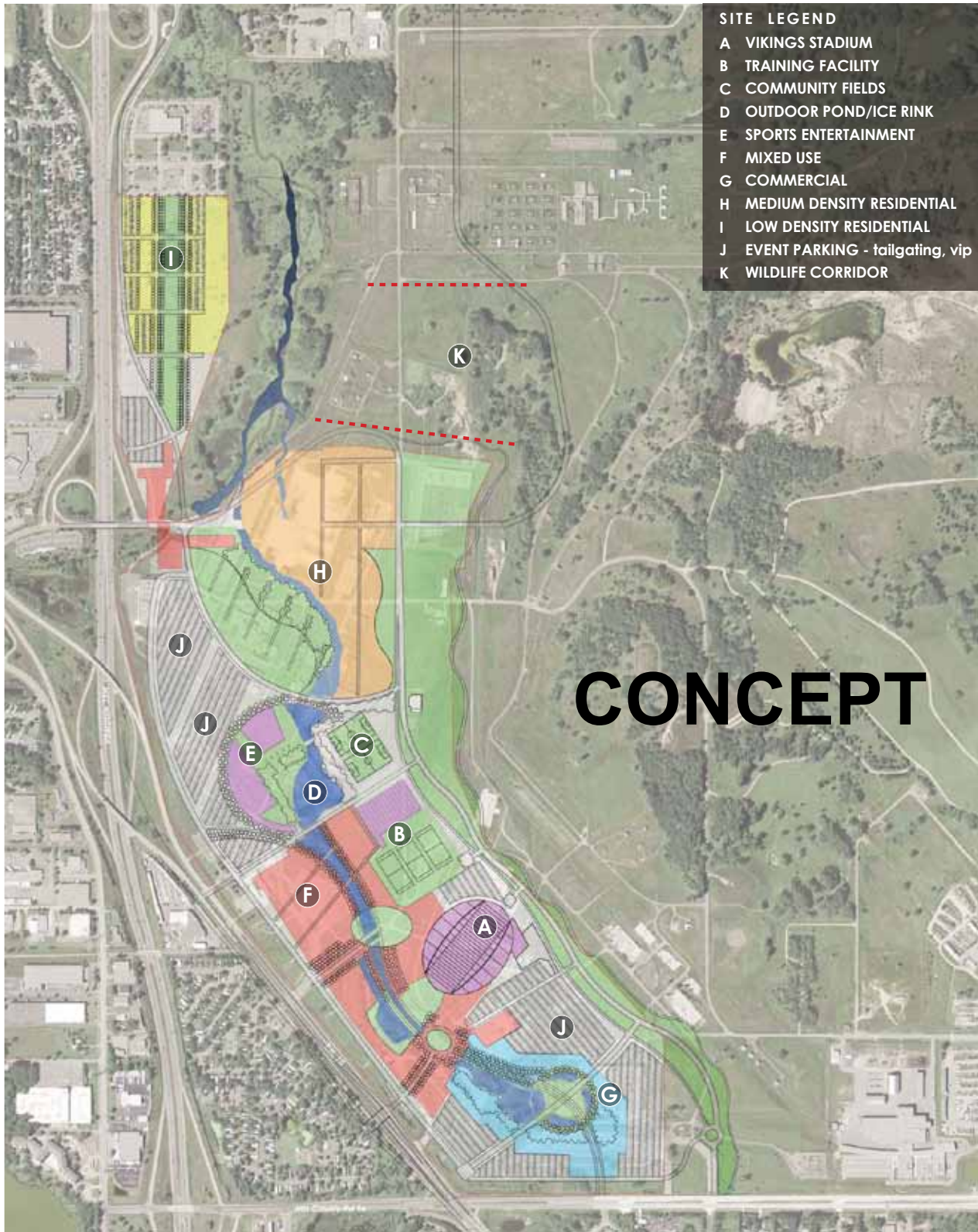
B. Evaluation Outcome

- I. There will be no contract award at the end of the RFQu evaluation period.

- II. If the Stadium Authority proceeds with the issuance of an RFP for architectural and engineering services for the Project, then such RFP may be sent to the short list of the highest qualified applicants for the Project. The RFP is anticipated to require more specific and extensive information which will form the basis for final evaluation. Based on the RFP submissions, the Stadium Authority is anticipated to select two or more finalists who will be invited to make formal presentations as the final step in the selection process.

VI. Appendices

None



SITE LEGEND	
A	VIKINGS STADIUM
B	TRAINING FACILITY
C	COMMUNITY FIELDS
D	OUTDOOR POND/ICE RINK
E	SPORTS ENTERTAINMENT
F	MIXED USE
G	COMMERCIAL
H	MEDIUM DENSITY RESIDENTIAL
I	LOW DENSITY RESIDENTIAL
J	EVENT PARKING - tailgating, vip
K	WILDLIFE CORRIDOR

CONCEPT

PLAN DISCLAIMER: "This concept plan reflects one potential development scenario for the TCAAP site that has not been approved by Arden Hills, nor been evaluated as part of the City's land planning process. The actual development plan will be determined following a study of the market and a completion of the local planning and approval process."

POPULOUS
 LAND USE PLAN
 arden hills, minnesota



Resolution
Board of
Ramsey County Commissioners

Presented By: Commissioner Bennett Date: February 15, 2011 No. 2011-075

Attention: Budgeting and Accounting

Page 1 of 3

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WHEREAS, Ramsey County has an interest in encouraging and assisting economic development and transportation improvement projects which will provide jobs and enhance the communities' tax base for the benefit of its residents and surrounding businesses; and

WHEREAS, Ramsey County is a fully developed urban center that has the second largest county population in Minnesota and the smallest land area, and includes the former Twin City Army Ammunitions Plant (TCAAP) property, in the Northwest corner of Ramsey County, which presents the largest opportunity for economic development in the County; and

WHEREAS, The U.S. Army operated the TCAAP as a small arms manufacturing facility for over 50 years, but has since decommissioned TCAAP and has been engaged in a disposal process; and

WHEREAS, The General Services Administration (GSA) represents the U.S. Army in the disposal of approximately 430 acres of land within the original approximately 2,400 acre TCAAP site; and

WHEREAS, Within the 430 acres, the Army has identified 19 sites totaling less than four acres where samples reveal that soils exceed industrial reference values; and


WHEREAS, There are a number of buildings and other obsolete infrastructure that remain on the site as the result of past manufacturing activity; and

WHEREAS, It is the intent of the GSA to offer the 430 acres of land in a public sale; and

Ramsey County Board of Commissioners

	YEA	NAY	OTHER
Tony Bennett	X		
Toni Carter	X		
Jim McDonough	X		
Rafael Ortega	X		
Jan Parker	X		
Janice Rettman		X	
Victoria Reinhardt	X		

Victoria Reinhardt, Chair

By: 
Bonnie C. Jackelen
Chief Clerk – County Board

Resolution
Board of
Ramsey County Commissioners

Presented By: Commissioner Bennett Date: February 15, 2011 No. 2011-075

Attention: Budgeting and Accounting

Page 2 of 3

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WHEREAS, The successful purchaser will be responsible for performing the required soil cleanup to Army requirements as well as the demolition of buildings and other public infrastructure; and

WHEREAS, The Minnesota Vikings have indicated a strong interest in the TCAAP site for a new, publicly-owned, multipurpose stadium; and

WHEREAS, The TCAAP property is of sufficient size to support a stadium project, including all parking and associated support services; and

WHEREAS, Use of a portion of the land as a multi-use stadium may provide an opportunity to cost-effectively remediate the land and improve transportation infrastructure and stimulate economic development in the surrounding area; and

WHEREAS, Pursuant to a letter received from the Minnesota Vikings, they have committed to working with Ramsey County, the City of Arden Hills, Governor Dayton and the Minnesota Legislature; Now, Therefore, Be It


RESOLVED, The Ramsey County Board of Commissioners hereby declares its interest in pursuing the potential acquisition and remediation of land and making public infrastructure improvements to allow for a stadium project on the former TCAAP site; and Be It Further

RESOLVED, The Ramsey County Board of Commissioners hereby authorizes the County Manager to discuss land assembly and environmental remediation issues at the TCAAP site with applicable federal agencies with the intent of locating a stadium project at that location; and Be It Further

Ramsey County Board of Commissioners

	YEA	NAY	OTHER
Tony Bennett	X		
Toni Carter	X		
Jim McDonough	X		
Rafael Ortega	X		
Jan Parker	X		
Janice Rettman		X	
Victoria Reinhardt	X		

Victoria Reinhardt, Chair

By: 
Bonnie C. Jackelen
Chief Clerk – County Board

Resolution

Board of

Ramsey County Commissioners

Presented By: Commissioner Bennett Date: February 15, 2011 No. 2011-075

Attention: Budgeting and Accounting

Page 3 of 3

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RESOLVED, The Ramsey County Board of Commissioners desires to work cooperatively with the Minnesota Vikings, the City of Arden Hills, Governor Dayton and the Minnesota Legislature in an effort to reach a successful resolution for a stadium project at the TCAAP site; and Be It Further

RESOLVED, The Ramsey County Board of Commissioners hereby supports federal and state financial participation in redevelopment of and public transportation improvements to accommodate a stadium project; and Be It Further


RESOLVED, The Ramsey County Board of Commissioners authorizes the County Manager to form a staff team to negotiate and return to the Board for approval, an agreement with the Minnesota Vikings that outlines proposed roles, responsibilities and financial commitments of the County toward the stadium project; and Be It Further

RESOLVED, The Ramsey County Board of Commissioners authorizes the County Manager to establish a project budget, negotiate and execute contracts necessary to provide financial and legal analysis, project management, site plan development, transportation analysis, real estate development, environmental mitigation and other consulting services for redevelopment of the TCAAP site using funding from the 2011 contingent account, and make necessary budget adjustments including increasing estimated revenue and appropriations.

Ramsey County Board of Commissioners

	YEA	NAY	OTHER
Tony Bennett	X		
Toni Carter	X		
Jim McDonough	X		
Rafael Ortega	X		
Jan Parker	X		
Janice Rettman		X	
Victoria Reinhardt	X		

Victoria Reinhardt, Chair

By: 
Bonnie C. Jackelen
Chief Clerk – County Board

Resolution

Board of

Ramsey County Commissioners

Presented By: Commissioner Bennett Date: November 15, 2011 No. 2011-330

Attention: Julie Kleinschmidt, County Manager
Dave MacMillan, Assistant County Attorney

Page 1 of 3

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WHEREAS, On February 15, 2011, via Resolution 2011-075, the Ramsey County Board of Commissioners declared an interest in pursuing the potential acquisition and remediation of land and making public infrastructure improvements to allow for redevelopment on the former Twin Cities Army Ammunition Plant (TCAAP) site; and

WHEREAS, The Board authorized the County Manager to discuss land assembly and environmental remediation issues at the TCAAP site with applicable federal agencies with the intent of locating a stadium project at that location; and

WHEREAS, The U.S. General Services Administration (GSA) procedures require a purchaser of United States lands to initiate the purchase with an Offer to Purchase (OTP) directed to the United States; and

WHEREAS, Terms of an OTP have been negotiated between the County and the GSA; and

WHEREAS, Acceptance by the United States of the offer by Ramsey County allows the County to have exclusive site control and would advance the County's redevelopment goals; and

WHEREAS, The County may rescind its offer, and the GSA will refund any earnest money paid up until the date of rescission if the State of Minnesota approval to finance redevelopment of the TCAAP property is not adopted on or before August 1, 2012; and

WHEREAS, The Offer To Purchase states that the purchase price of the property is \$28,500,000; and

Ramsey County Board of Commissioners

	YEA	NAY	OTHER
Tony Bennett	X		
Toni Carter	X		
Jim McDonough	X		
Rafael Ortega	X		
Jan Parker	X		
Janice Rettman	X		
Victoria Reinhardt	X		

Victoria Reinhardt, Chair

By: 

Bonnie C. Jackelen
Chief Clerk – County Board

Resolution

Board of

Ramsey County Commissioners

Presented By: Commissioner Bennett Date: November 15, 2011 No. 2011-330

Attention: Julie Kleinschmidt, County Manager
Dave MacMillan, Assistant County Attorney

Page 2 of 3

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WHEREAS, This purchase price is to be offset by credits to be negotiated within 60 days for costs to demolish all structures on the property (utilities, infrastructure and buildings), including the cost to remove and dispose of any contaminants present in the structures; costs to remediate hazardous substances and petroleum in the soil to achieve the highest and best use; and costs to relocate or otherwise alter groundwater treatment and monitoring well systems, to arrive at a net purchase price; and

WHEREAS, Once site control is obtained, redevelopment can occur, including a stadium, which can be constructed by 2015 should state funding be available; and

WHEREAS, Upon execution of the Offer To Purchase by Ramsey County, the County must pay to the United States an earnest money deposit in an initial amount of \$300,000 to be paid upon execution of the OTP by Ramsey County, and a second payment which when added to the initial \$300,000 payment will equal ten percent of the net purchase price, to be paid when the amount of the offset credits has been determined; and

WHEREAS, Purchase of the land will not be funded through the use of local property tax or local option sales tax; Now, Therefore, Be It

RESOLVED, That the Ramsey County Board of Commissioners approves the Offer To Purchase from the United States Government for 430 acres of property on the TCAAP property site in Arden Hills for a purchase price of up to \$28,500,000, less offsets; and Be It Further

RESOLVED, Purchase of the land will not be funded through the use of local property tax or local option sales tax; and Be It Further

Ramsey County Board of Commissioners

	YEA	NAY	OTHER
Tony Bennett	X		
Toni Carter	X		
Jim McDonough	X		
Rafael Ortega	X		
Jan Parker	X		
Janice Rettman	X		
Victoria Reinhardt	X		

Victoria Reinhardt, Chair

By: 

Bonnie C. Jackelen
Chief Clerk – County Board

Resolution

Board of

Ramsey County Commissioners

Presented By: Commissioner Bennett Date: November 15, 2011 No. 2011-330

Attention: Julie Kleinschmidt, County Manager
Dave MacMillan, Assistant County Attorney

Page 3 of 3

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RESOLVED, The County may rescind its offer, and the GSA will refund any earnest money paid up until the date of rescission if the State of Minnesota approval to finance redevelopment of the TCAAP property is not adopted on or before August 1, 2012; and Be It Further

RESOLVED, The Board authorizes the Chair and Chief Clerk to execute the Offer To Purchase; and Be It Further

RESOLVED, The Board appropriates \$ 300,000 from the Capital Projects Fund for the initial earnest money deposit, and authorizes the County Manager to make the second payment of earnest money when the credits to the purchase price have been negotiated and a net purchase price derived; and Be It Further


RESOLVED, The Board directs the County Manager not to forward this Offer to Purchase to the United States until all Exhibits referenced in the Offer to Purchase have been received in a form and content approved by the County Attorney; and Be It Further

RESOLVED, The Board authorizes the County Manager to issue a Request for Proposals (RFP), in accordance with County policies and procedures on RFPs, for demolition of all structures on the property (utilities, infrastructure and buildings), including removal and disposition of any contaminants present in the structures; remediation of hazardous substances and petroleum in the soil to achieve the highest and best use; and relocation or otherwise alteration of groundwater treatment and monitoring well systems; with direction to staff to return to the County Board for selection of a vendor contingent on the availability of State financing.

Ramsey County Board of Commissioners

	YEA	NAY	OTHER
Tony Bennett	X		
Toni Carter	X		
Jim McDonough	X		
Rafael Ortega	X		
Jan Parker	X		
Janice Rettman	X		
Victoria Reinhardt	X		

Victoria Reinhardt, Chair

By: 
Bonnie C. Jackelen
Chief Clerk – County Board



MEMORANDUM

DATE: December 5, 2011

TO: Julie Kleinschmidt, Ramsey County Manager

CC: Honorable Mayor and City Councilmembers
Heather Worthington, Ramsey County Deputy Manager
Lee Mehrkens, Ramsey County Chief Financial Officer

FROM: Patrick Klaers, City Administrator *Patrick Klaers*

SUBJECT: City Goals for Private Development on TCAAP Site

The City of Arden Hills appreciates Ramsey County’s efforts to address concerns of the City related to the Arden Hills stadium proposal that were originally outlined in a letter to you dated March 21, 2011. We have been asked recently to further explain one of our concerns, specifically, that the site must be addressed as a whole.

Since 2002 when the site was determined to be surplus property by the federal government, the General Services Administration has worked to sell the entire surplus property to a single entity and has not considered offers to sell the site piecemeal. The City has supported and continues to support the private development land being sold to a single entity for the following reasons:

- The City does not want purchasers to “cherry-pick” the parcels with the best access and fewest remediation needs, leaving the more challenging areas of the site unaddressed.
- The City will retain land use authority for the 170 acres of private development and will work with a private developer to create a Master Plan for the entire site that will ensure an efficient internal roadway and infrastructure system, a balance of land uses, and connectivity between the land uses.
- To maximize private development, flexibility to allow shared parking and land swaps should be encouraged. This flexibility is best addressed with the identified private development entity in the stadium development agreements.

Please do not hesitate to contact me to with any questions regarding the City’s goals for private development on the TCAAP site.

*City of Arden Hills
December 5, 2011*



**CITY OF ARDEN HILLS
COUNTY OF RAMSEY
STATE OF MINNESOTA**

RESOLUTION NO. 2011-010

**RESOLUTION REGARDING INTEREST IN THE POTENTIAL DEVELOPMENT OF
A MULTI-PURPOSE STADIUM IN ARDEN HILLS**

WHEREAS, Arden Hills has an interest in encouraging and assisting economic development and transportation improvement projects which will provide jobs and enhance the community's tax base for the benefit of its residents and businesses; and

WHEREAS, the former Twin Cities Army Ammunition Plant (TCAAP) property has been decommissioned by the U.S. Army; and

WHEREAS, as a result of the manufacturing activities which took place on the TCAAP property, soil remediation is required on portions of the TCAAP property; and

WHEREAS, the General Services Administration (GSA) has been charged with the disposition of approximately 430 acres of the TCAAP property; and

WHEREAS, the Minnesota Vikings have delivered a letter to Ramsey County expressing strong interest in the development of a publicly-owned, multi-purpose stadium on the TCAAP property; and

WHEREAS, the use of a portion of the TCAAP property as a multi-purpose stadium may provide an opportunity to remediate the land, improve transportation infrastructure, and stimulate economic development in Arden Hills; and

WHEREAS, Ramsey County has declared its interest in pursuing the potential acquisition and remediation of land and making public infrastructure improvements to allow for a stadium project on the former TCAAP site; and

WHEREAS, Ramsey County has authorized its County Manager to analyze the viability of a stadium development on the TCAAP property and to negotiate an agreement with the Minnesota Vikings that outlines proposed roles, responsibilities and financial commitments of the County toward a stadium project.

NOW THEREFORE, BE IT RESOLVED that the City Council of Arden Hills, Minnesota

1. Acknowledges the interest of Ramsey County and the Minnesota Vikings in the development of a multi-purpose stadium on the TCAAP property; and

2. Declares its intention to work with Ramsey County, the State of Minnesota, Governor Dayton, the Minnesota Legislature, and the Minnesota Vikings to address environmental remediation issues, and identify public transportation and infrastructure improvements to accommodate development of the TCAAP property; and
3. Authorizes the City Administrator to cooperate with Ramsey County on due diligence analysis; and
4. Directs staff to provide Ramsey County with a list of the City's major infrastructure and other requirements that are necessary for the City to support stadium development.

**ADOPTED BY THE CITY COUNCIL OF THE CITY OF ARDEN HILLS THIS
28th DAY OF FEBRUARY, 2011.**



David Grant, Mayor

ATTEST:



Susan K. Iverson, Acting City Administrator



**CITY OF ARDEN HILLS
COUNTY OF RAMSEY
STATE OF MINNESOTA**

RESOLUTION NO. 2011-057

**A RESOLUTION OF SUPPORT FOR THE RAMSEY COUNTY AND MINNESOTA
VIKINGS PROPOSAL FOR DEVELOPMENT OF A MULTI-PURPOSE STADIUM
AND 170 ACRES OF PRIVATE DEVELOPMENT
ON THE TWIN CITIES ARMY AMMUNITION PLANT SITE**

WHEREAS, the U.S. Army declared the Twin Cities Army Ammunition Plant (TCAAP) site excess to its needs in 2001, and the General Services Administration completed the federal screening and declared the property surplus to the government's needs in 2002; and

WHEREAS, since 2002, the City has considered only one valid private development proposal which placed significant financial burdens on the City for tax increment financing assistance, water and sewer infrastructure, and public safety costs; and

WHEREAS, the private development proposal was ultimately withdrawn due to general economic infeasibility; and

WHEREAS, in 2009, the Arden Hills City Council approved a resolution in favor of designating the entire TCAAP site for parks and open space use which was not supported by Ramsey County because it was economically unfeasible and the County favored private development that would increase the County's employment base; and

WHEREAS, on February 15, 2011, the Ramsey County Board of Commissioners adopted Resolution 2011-075 declaring its interest in pursuing the potential acquisition and remediation of land and making public infrastructure improvements to allow for a stadium project on the TCAAP site; and

WHEREAS, on February 28, 2011, the City Council of the City of Arden Hills adopted Resolution 2011-010, which stated its interest in the potential development of a multi-purpose stadium in Arden Hills; and

WHEREAS, on May 10, 2011, Ramsey County and the Minnesota Vikings announced their Principles of Agreement for the Development of a New Multi-Purpose Stadium on the TCAAP site in Arden Hills, and

WHEREAS, the public has been invited to offer comments on the stadium proposal through a listening session hosted by Representative Kate Knuth on July 13, 2011; the City of Arden Hills August 4, 2011, stadium open house; Ramsey County Charter Commission public hearings on September 28 and October 11, 2011; and public comment periods at City Council meetings; and the public will have opportunities to offer comments at future legislative hearings; and

WHEREAS, the stadium proposal provides an opportunity for the TCAAP site to be remediated, returned to productive use, and opened to public access; and

WHEREAS, the stadium proposal would create a significant number of jobs during construction and at the completed stadium, and would return 170 acres of the TCAAP site to the property tax rolls to be privately developed; and

WHEREAS, the proposed stadium-related transportation improvements will help mitigate current traffic congestion on I-35W and I-694, and the Metropolitan Council's October 12, 2011, Stadium Proposal Risk Analysis concluded that the proposed transportation improvements effectively mitigate traffic concerns related to the stadium proposal; and

WHEREAS, Governor Dayton announced on November 1, 2011, that a local sales tax would not be considered as a stadium funding source without a referendum; and

WHEREAS, on November 15, 2011, the Ramsey County Board of Commissioners approved an offer to purchase 430 acres of the TCAAP site for \$28.5 million.

NOW THEREFORE, BE IT RESOLVED that the City Council of Arden Hills, Minnesota supports the development of a multi-purpose stadium and 170 acres of private development on the TCAAP site.

BE IT FURTHER RESOLVED that the City Council considers this proposal to be the best opportunity in the foreseeable future to remediate the TCAAP site and put it into productive use.

BE IT FURTHER RESOLVED that the City Council's support of the project is based on the following three expectations:

1. The City of Arden Hills will have a seat on any stadium authority or governing board that is created to own, manage, and/or operate the stadium facility, and
2. Any stadium proposal will include provisions requiring the costs of public safety on game and non-game days be paid by the Minnesota Vikings or the stadium authority, either directly or through payments in lieu of taxes.
3. No City of Arden Hills money will be used to construct the stadium.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF ARDEN HILLS THIS 28th DAY OF NOVEMBER, 2011.



David Grant, Mayor

ATTEST:



Patrick Klaers, City Administrator

CITY OF BLAINE

RESOLUTION NO. 11-49

SUPPORTING THE PROPOSED VIKINGS STADIUM AT THE ARDEN HILLS
ARMORY SITE IN RAMSEY COUNTY

WHEREAS, the Ramsey County Board of Commissioners on February 15, 2011 approved Resolution No. 2011-075 declaring its interest in pursuing the potential acquisition and remediation of land and making public infrastructure improvements to allow for a stadium project on the former TCAAP site; and

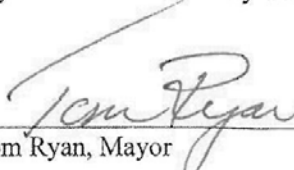
WHEREAS, Ramsey County's interest in encouraging and assisting economic development and transportation improvement projects which will provide jobs and enhance the communities' tax base for the benefit of its residents and surrounding businesses would benefit the City of Blaine with their proximity to the potential project; and

WHEREAS, the City of Blaine agrees that use of a portion of the land as a multi-use stadium may provide an opportunity to cost-effectively improve transportation infrastructure and stimulate economic development in the surrounding areas; and

WHEREAS, the Blaine City Council encourages all parties involved to develop a strong public/private sector partnership together with a comprehensive project financing plan resulting in no property tax increase; and

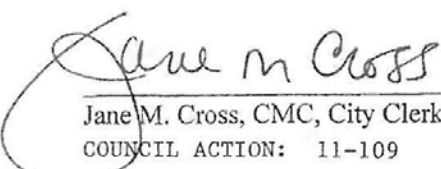
NOW, THEREFORE, BE IT RESOLVED, that the Blaine City Council hereby supports the proposed Viking Stadium Project at the Arden Hills Armory site located in Ramsey County.

PASSED by the City Council of the City of Blaine this 21st day of April, 2011.



Tom Ryan, Mayor

ATTEST:



Jane M. Cross, CMC, City Clerk
COUNCIL ACTION: 11-109

**CHISAGO COUNTY HOUSING AND REDEVELOPMENT AUTHORITY –
ECONOMIC DEVELOPMENT AUTHORITY**

RESOLUTION # 2011 - 01

**A RESOLUTION SUPPORTING THE PROPOSED VIKING STADIUM
DEVELOPMENT, AT THE ARDEN HILLS ARMORY SITE,
RAMSEY COUNTY**

WHEREAS, the mission of the Chisago County HRA-EDA is to improve the commercial and industrial tax base and support new job creation within the County; and

WHEREAS, Chisago County HRA-EDA understands the potential contribution the proposed Vikings Stadium at the Arden Hills site may have towards our community; and

WHEREAS, the current economic development climate supports the creation of much needed jobs within the state, both during the construction phase and permanent employment to be developed; and

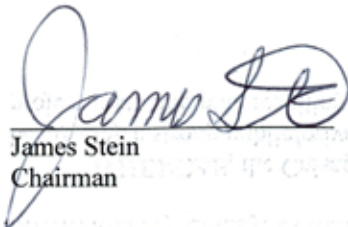
WHEREAS, the additional revenue to be generated by the proposed project will benefit Ramsey County, as well as adjacent counties and the state; and

WHEREAS, the Chisago County HRA-EDA encourages all parties involved to be develop a strong public/private sector partnership together with a comprehensive project financing plan resulting in no property tax increases; and

NOW, THEREFORE, BE IT RESOLVED, that the Chisago County HRA-EDA Board of Directors hereby supports the proposed Viking Stadium Development at the Arden Hills Armory site located in Ramsey County.

The motion, made by Board Member Juve, for the adoption of the foregoing resolution was duly seconded by Board Member Hickcox, and upon vote being taken hereon, the following voted in favor there of: Stein, Hickcox, Juve, Janssen, and the following voted against the same: none; absent: Boniface.

Whereupon said resolution was declared duly passed and adopted this 22th day of February 2011.


James Stein
Chairman

(Official Seal)

Attest:


Christopher T. Eng
Executive Director/Secretary



COUNTY OF CHISAGO

BOARD OF COMMISSIONERS

Chisago County Government Center
313 North Main Street, Room 172
Center City, MN 55012-9663

Phone: 651-213-8830 • FAX: 651-213-8876

John Moosey
County Administrator

Commissioners:
District 1
Lora Walker
District 2
Rick Greene
District 3
George McMahon
District 4
Ben Montzka
District 5
Mike Robinson

Commissioner McMahon offered the following resolution and moved its adoption:

**RESOLUTION NO. 11/0316-5
SUPPORTING THE PROPOSED VIKING STADIUM PROJECT
AT THE ARDEN HILLS ARMORY SITE
IN RAMSEY COUNTY**

WHEREAS, the Ramsey County Board of Commissioners on February 15, 2011 approved Resolution No. 2011-075 declaring its interest in pursuing the potential acquisition and remediation of land and making public infrastructure improvements to allow for a stadium project on the former TCAAP site; and

WHEREAS, Ramsey County's interest in encouraging and assisting economic development and transportation improvements project which will provide jobs and enhance the communities' tax base for benefit of its residents and surrounding businesses and would benefit Chisago County with their proximity to the potential project; and

WHEREAS, Chisago County agrees that use of a portion of the land as a multi-use stadium may provide an opportunity to cost-effectively improve transportation infrastructure and stimulate economic development in the surrounding areas; and

WHEREAS, the Chisago County HRA-EDA encourages all parties involved to develop a strong public/private sector partnership together with a comprehensive project financing plan resulting in no property tax increases; and

NOW, THEREFORE, BE IT RESOLVED, that the Chisago County Board of Commissioners hereby supports the proposed Viking Stadium Project at the Arden Hills Armory site located in Ramsey County.

Commissioner Greene seconded the resolution and upon a vote being taken thereon, the following voted:

IN FAVOR THEREOF: McMahon, Walker, Greene, Montzka, Robinson

OPPOSED: None

Whereupon the resolution was declared duly **passed** and **adopted**.

Approved: March 16, 2011

Lora Walker, Chair

Attest:
DeAnna M. Lilienthal
Clerk, County Board

Chisago County is An Equal Opportunity Employer



515 Little Canada Road, Little Canada, MN 55117-1600
(651) 766-4029 / FAX: (651) 766-4048
www.ci.little-canada.mn.us

CITY OF LITTLE CANADA

MAYOR
Bill Blesener

COUNCIL
Rick Montour
John Keis
Michael McGraw
Shelly Boss

ADMINISTRATOR
Joel R. Hanson

**RESOLUTION SUPPORTING THE CONSTRUCTION OF A VIKINGS STADIUM IN
ARDEN HILLS AND SEEKING A METHOD OF FUNDING THAT DOES NOT
DISPROPORTIONATELY BURDEN RAMSEY COUNTY RESIDENTS**

WHEREAS, the Little Canada City Council recognizes the social and economic value of the Minnesota Vikings Football team to the State of Minnesota; and,

WHEREAS, to preserve the Minnesota Vikings as a valuable State amenity, the Little Canada City Council understands the desire to find a solution to the Vikings' stated interest in developing a new stadium; and,

WHEREAS, a proposal has been put forth by the Minnesota Vikings and the Ramsey County Board of Commissioners to construct a new stadium in Arden Hills on the site of the former Twin Cities Army Ammunitions Plant (TCAAP); and,

WHEREAS, to finance the construction of this facility, the Ramsey County Board has proposed the imposition of a ½ cent sales tax collected in Ramsey County in an amount sufficient to generate \$350 million.

NOW THEREFORE BE IT RESOLVED, that the Little Canada City Council strongly supports the construction of a new Vikings Stadium in Arden Hills, and

BE IT ALSO RESOLVED that the Little Canada City Council encourages the Governor, the Legislature, the Ramsey County Board, the Minnesota Vikings and other interested parties to pursue other financing options for constructing a stadium that limits the level of public subsidy (particularly for the host community), and that promotes a fair, multi-jurisdictional approach for this State-wide amenity.

Adopted this 27th day of July, 2011

William Blesener, Mayor

Attest:

Joel Hanson, City Administrator

RESOLUTION 7821

**CITY OF MOUNDS VIEW
COUNTY OF RAMSEY
STATE OF MINNESOTA**

**RESOLUTION SUPPORTING THE CONSTRUCTION OF A
VIKINGS STADIUM IN ARDEN HILLS**

WHEREAS, the Mounds View City Council recognizes the social and economic value of the Minnesota Vikings Football Team to the State of Minnesota; and,

WHEREAS, the Mounds View City Council acknowledges the importance of finding a solution to the Vikings' stated interest in developing a new stadium; and,

WHEREAS, a proposal has been put forth by the Minnesota Vikings and Ramsey County to construct a new stadium in Arden Hills on the site of the former Twin Cities Army Ammunitions Plant (TCAAP); and,

WHEREAS, private development and redevelopment of nearby properties, both on the TCAAP site and across the northern suburbs, will generate new jobs and ongoing positive economic impacts for the region; and,

WHEREAS, much needed transportation infrastructure improvements would be a part of the project; and,

WHEREAS, the redevelopment of the TCAAP site has been an important priority for northern metro communities for decades; and,

WHEREAS, as the local partner, Ramsey County has proposed the imposition of a 0.5% county-wide sales tax increase to help fund the development.

NOW THEREFORE, BE IT RESOLVED, that the Mounds View City Council supports the construction of a new Vikings stadium in Arden Hills, subject to the following:

1. The Minnesota Vikings are a state-wide amenity and any public subsidy approved in support of a stadium development should reflect this.
2. Should a local option sales tax be considered, the residents of Ramsey County shall be provided the ability to vote on the proposed sales tax by a referendum vote.
3. Traffic noise on Trunk Highway 10 and I-35W will increase as a result of this project, and as such, MnDOT needs to erect a soundwall (noise barrier) sufficient to protect the health, safety and well-being of Mounds View residents.
4. The City strongly opposes any potential expansion of the airport runway length or intensification of airport designation that may result from stadium development.
5. There shall be no use of the City's utilities without an express, written agreement outlining such use(s) which provides appropriate compensation for operation, liability and long term maintenance.
6. The stadium development shall cause no adverse impact to the City's potable water supply.
7. The City shall be kept fully informed regarding any environmental considerations and risk assessments associated with the development that may adversely impact the City of Mounds View.

NOW THEREFORE, BE IT FURTHER RESOLVED, that the Mounds View City Council encourages the Governor, the Legislature and other interested parties to support this project based on the conditions set forth herein.

NOW THEREFORE, BE IT FINALLY RESOLVED, that Mounds View City Council reserves the right to rescind this resolution should conditions or circumstances dictate such action.

Adopted this 12th day of September, 2011.



Joe Flaherty, Mayor

ATTEST:



James Ericson, City Administrator

(seal)

RESOLUTION NO. 1248

CITY OF NORTH OAKS

**RESOLUTION SUPPORTING THE CONSTRUCTION OF A VIKINGS STADIUM IN ARDEN HILLS AND
SEEKING A METHOD OF FUNDING THAT DOES NOT DISPROPORTIONATELY BURDEN RAMSEY COUNTY
RESIDENTS**

WHEREAS, the North Oaks City Council recognizes the social and economic value of the Minnesota Vikings Football team to the State of Minnesota; and,

WHEREAS, to preserve the Minnesota Vikings as a valuable State amenity, the North Oaks City Council understands the desire to find a solution to the Vikings' stated interest in developing a new stadium; and,

WHEREAS, a proposal has been put forth by the Minnesota Vikings and the Ramsey County Board of Commissioners to construct a new stadium in Arden Hills on the site of the former Twin Cities Army Ammunitions Plant (TCAAP); and,

WHEREAS, to finance the construction of this facility, the Ramsey County Board has proposed the imposition of a ½ cent sales tax collected in Ramsey County as an amount sufficient to generate \$350 million.

NOW THEREFORE BE IT RESOLVED, that the North Oaks City Council supports the construction of a new Vikings Stadium in Ardent Hills, and

BE IT ALSO RESOLVED that the North Oaks City Council encourages the Governor, the Legislature, the Ramsey County Board, The Minnesota Vikings and other interested parties to pursue other financing options for constructing a stadium that limits the level of public subsidy (particularly for the host community), and that promotes a fair, multi-jurisdictional approach for this State-wide amenity.

Adopted this 8th day of September, 2011.

APPROVED:

John Schaaf, Mayor

Attest: _____

Melinda Coleman, City Administrator

December 5, 2011



The Honorable Senator Julianne Ortman, Chair
Committee on Taxes
Honorable Tax Committee Members

Good Afternoon,

My name is Julie Wearn and I am Executive Director of the Roseville Visitors Association. Our hospitality community consists of 9 hotels, approximately 2,000 hotel rooms and over 100 restaurants that range from sit down casual and fine dining, to fast food and carry out. I wanted to let you know that the hospitality community in Roseville would welcome a Minnesota Vikings Stadium in Arden Hills. We feel that Ramsey County has developed a first class plan for using the largest Super Fund site in the state! It would put people back to work in the construction trades (currently experiencing 19.7% unemployment, compared to 17.3% nationwide), improve existing roadways that benefit not only residents, businesses, and commuters across the metro region but visitors to Roseville, Arden Hills, Shoreview, New Brighton and Vadnais Heights. It is a proven fact that anything done to enhance the quality of life for residents enhances the quality of a guests stay in our towns. A clean, attractive city, an engaging workforce and helpful residents can make sure that a first visit becomes a repeat visit.

I also think that it is time to expand the footprint of our 'Twin Cities'. In addition to the Minnesota Vikings, Minneapolis is currently home to the Twins and Target Field, Gophers and TCF Football Stadium, Timberwolves and Target Center and MOA Field/Metrodome, Minneapolis Convention Center, plus first class restaurants, nightlife and theatre. Bloomington boasts the airport, Mall of America and a convention center hotel complex and Mayo Clinic site in development. Saint Paul has the Minnesota Wild, Xcel Energy Center, Ordway and, quite possibly down the line, a new Saint Paul Saints Stadium. If the Vikings build their stadium in Arden Hills all four corners of the greater Twin Cities would boast a major attraction.

Ramsey County's AAA bond rating, recognized sound financial management and substantial due diligence in developing an agreement with the Vikings to construct a new stadium on the abandoned Twin Cities Army Ammunition Plant (TCAAP) in Arden Hills should give the public confidence as they continue to work with the team and state leaders to determine the exact funding source best suited for a project that would be good for the *entire metro area* — not just downtown Minneapolis.

This regional development also aligns with the goals of the newly developed Greater MSP (Minneapolis Saint Paul Regional Economic Development Partnership) to stimulate economic

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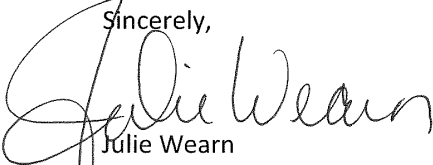
Roseville Visitors Association
Rosedale Towers
1700 West Hwy. 36, Suite 405
Roseville, MN 55113

www.visitroseville.com

growth and prosperity in the 13-county Minneapolis-Saint Paul metro area. Greater MSP efforts have been publicly supported by Mayors Rybak and Coleman as they recognize this as a way to strengthen our region. Redevelopment of the TCAAP is a great opportunity to see past the antiquated and parochial approaches to economic development, and chart a new course toward a more competitive Twin Cities Metro area.

Ramsey County did not take a wait and see attitude with the Vikings. They came to the table with a proposal to redevelop the TCAAP site with the stadium as a catalyst for significant commercial and residential redevelopment. I am hopeful the senate tax committee will give the Arden Hills site serious consideration that hopefully ends with a go ahead green light to ensure that a state and regional asset will remain in Minnesota for the next 30 years and more immediately help to stimulate economic growth and prosperity in the 13-county Minneapolis-Saint Paul metro area.

Thank you for your time and consideration.

Sincerely,

Julie Wearn
Executive Director



February 23, 2011

Commissioners Rafael Ortega & Tony Bennett
Ramsey County
220 Court House
15 West Kellogg Blvd.
St Paul, MN 55102

Dear Commissioners:

The Saint Paul Area Chamber of Commerce strongly supports Ramsey County's efforts to work with the Minnesota Vikings on finding a stadium solution. We commend Ramsey County for its leadership.

The Twin Cities Army Ammunition Plant (TCAAP) in Arden Hills has remained unused for over 40 years. We believe that redevelopment of the TCAAP site will have profound economic benefits for our region as a whole. We further believe this site presents the State of Minnesota with a viable stadium solution that will lead to increased economic activity in the form of job creation, commercial development, and increased tax revenues. In short, we are pleased to see that Ramsey County has emerged as the leader in working with the Vikings.

We look forward to learning more about financial details of this project.

Sincerely,

Bonnie Holub
Chair of the Board

Matt Kramer
President and CEO



November 11, 2011

Governor Mark Dayton
Office of the Governor
130 State Capitol
75 Rev. Dr. Martin Luther King Jr. Blvd.
St. Paul, MN 55155

Dear Governor Dayton:

Thank you for your continued leadership in the discussions to build a new publicly-owned, multi-purpose stadium in Minnesota. The Vikings are encouraged by the fact that you and all four caucus leaders are having serious conversations about resolving this issue and that State leaders recognize the urgency for reaching a resolution. As we have seen in our seven seasons as owners, the strategy of avoiding this issue does not work. Further delays not only increase the overall costs to both the State and the Vikings, but also make the project much more difficult to resolve and prevent thousands of construction workers from getting back on the job.

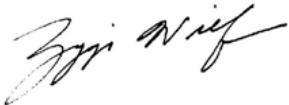
While we are disappointed with the decision to eliminate the local sales tax option after being told for many years to pursue a local partner and funding source, we believe the most positive news is that State leaders are now focused on viable revenue streams that are sufficient to fund the project. The Vikings are open to how State leaders choose to finance the public portion of the equation, and we look forward to working with you on a comprehensive stadium finance plan.

We continue to believe Arden Hills is the ideal stadium site for the State and the team. It is also the site that is preferred by our fans, as it will provide the game day experience and a Vikings destination that makes this location superior. The Vikings have spent more than a year working with Ramsey County on the analysis of this site and we are confident that it will serve the State and our fans extremely well. As you know, the Metropolitan Council study completed in October found no new concerns that should prohibit the project at this site from moving forward. In fact, Ramsey County now plans to vote next week to approve a Purchase Offer negotiated with the Army that will provide for a fixed cost and timeline to acquire and remediate the land in accordance with the 2015 project schedule and budget.

Furthermore, the Vikings private investment of more than \$400 million is specific to the Arden Hills location because of the opportunities that exist with that site. Any other location would not justify anywhere near the level of commitment we have made in Arden Hills. By building at this site, the State can leverage the maximum amount of private dollars toward this publicly-owned project, clean up the largest Superfund site in Minnesota, and improve roads in the region that need attention and will benefit the entire State. For your benefit, we have attached the most up-to-date images of the potential of a new multi-purpose facility in Arden Hills.

The Vikings stand ready to work with you and State leaders during a special legislative session this fall or winter. By doing so, we can put thousands of people back to work now and prevent further cost delays. We look forward to reviewing the State's proposed financing package and to reaching a solution that fits Minnesota and works for the State and the Vikings.

Sincerely,



Zygi Wilf
Owner/Chairman



Mark Wilf
Owner/President

Attachments (2)

cc: Senate Majority Leader Amy Koch
Speaker of the House Kurt Zellers
Senate Minority Leader Tom Bakk
House Minority Leader Paul Thissen
Senator Julie Rosen
Representative Morrie Lanning
Chair Ted Mondale, Metropolitan Sports Facilities Commission
Commissioner Tony Bennett, Ramsey County
Commissioner Rafael Ortega, Ramsey County

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CONTACTS

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HEATHER WORTHINGTON

Deputy County Manager

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