

**AGREEMENT RELATING TO CERTAIN WORK IN SUPPORT OF
THE MINNESOTA MULTI-PURPOSE STADIUM (the “MMPS”)**

THIS AGREEMENT, dated May __, 2014 (this “Agreement”), is hereby made between the Minnesota Sports Facilities Authority, with offices at 511 11th Avenue South, Suite 401, Minneapolis, Minnesota 55415 (“MSFA”), and the City of Minneapolis, with offices at 250 South Fourth Street, Room 110, Minneapolis, Minnesota 55415 (the “City”).

RECITALS

WHEREAS, MSFA is constructing a project commonly referred to as “the Minnesota Multi-Purpose Stadium” between Chicago Avenue South and 11th Avenue South, 4th Street South and 6th Street South in the City of Minneapolis (the “Minnesota Multi-Purpose Stadium”); and

WHEREAS, MSFA is the lead entity holding one or more construction contracts for the Minnesota Multi-Purpose Stadium; and

WHEREAS, MSFA has asked the City to vacate and convey a portion of 5th Street South, and to vacate and convey a portion of 4th Street South, both adjacent to the Minnesota Multi-Purpose Stadium; the proposed vacations and conveyances are subject to future approval by the City Council; and the fair market value for the land under 5th Street South and 4th Street South is, collectively, \$1,500,000; and

WHEREAS, the City has asked MSFA to grant to the City a recreational trail easement (the “Recreational Trail Easement”) over that portion of real property legally described on **Appendix B**, and the City is willing to grant the same; and

WHEREAS, the City and MSFA have agreed that MSFA will construct certain improvements to 11th Avenue South adjacent to the Minnesota Multi-Purpose Stadium; and

WHEREAS, the City has determined that that above actions, including, without limitation, the vacation, will require the actions (including, without limitation, the street and traffic mitigation outlined) in Items 1 - 28; and the City and MSFA agree to share in the actual cost of said mitigation, and;

WHEREAS, the estimated costs of the above actions is outlined in **Appendix A**;

WHEREAS, the City will bill for the actual cost; and any overruns or under runs will be split pro rata per **Appendix A**, and

WHEREAS, MSFA will be required to pay for such street and traffic mitigation identified by the City; and its designees will have the opportunity to review and provide input and suggestions on the scope, implementation actions and costs of any City-related signalization and street mitigation before the same are finalized; and

WHEREAS, the City will consider in good faith any input or suggestions provided by MSFA; and

WHEREAS, the City has the functional capacity and is willing to perform certain portions of the construction activities related to the installation of traffic control infrastructure for the Minnesota Multi-Purpose Stadium (“Traffic Control Mitigation”); and

WHEREAS, MSFA desires for the City to undertake and perform portions of the Traffic Control Mitigation and MSFA is willing to compensate the City for its expenses related to the same; and

WHEREAS, MSFA’s consultant will prepare plans and specifications that meet City standards for the items listed below and the City will review and approve plans and specifications prior to construction; and MSFA’s contractor and the City will coordinate all work related to the same; and

WHEREAS, City has an interest in upgrading certain City-owned Traffic Control facilities that are located in the physical vicinity of the Minnesota Multi-Purpose Stadium (“Traffic Control upgrades”) and the City will pay for the same; and

WHEREAS, MSFA and City wish to make this Agreement with respect to certain work to be done in conjunction with the Minnesota Multi-Purpose Stadium.

The parties do hereby make the following Agreement:

1. The City agrees that it will construct a new traffic/pedestrian signal system with City forces at the intersection of 6th Street South and Carew Drive and 6th Street South and 10th Avenue South, to accommodate two new intersections created by the removal of 5th Street South for the Minnesota Multi-Purpose Stadium. MSFA agrees that it will reimburse the City for 50% of the City’s actual costs associated with the same. Those MSFA costs are estimated to be **\$200,000**. The traffic signal poles shall include street lighting luminaires as required by the City.
2. The City agrees that it will modify the existing traffic / pedestrian signal system at the intersection of 6th Street South and 11th Avenue South, to accommodate new traffic lane layout as partial mitigation for removing 5th Street South, for the Minnesota Multi-Purpose Stadium. MSFA agrees that it will reimburse the City for 25% of the City’s actual costs associated with the same. Those MSFA costs are estimated to be \$30,650.62. The traffic signal poles shall include street lighting luminaires as required by the City. The City agrees that it will install a temporary signal system at the intersection of 6th Street South and 11th Avenue South, to accommodate traffic during construction as partial mitigation for removing 5th Street South, for the Minnesota Multi-Purpose Stadium. MSFA agrees that it will reimburse the City for 100% of the City’s actual costs associated with the same. Those MSFA costs are estimated to be \$57,917.08.

3. The City agrees that it will modify the existing traffic / pedestrian signal system at the intersection of 6th Street South and Chicago Avenue South, to accommodate new traffic lane layout as partial mitigation for removing 5th Street South, for the Minnesota Multi-Purpose Stadium. MSFA agrees that it will reimburse the City for 50% of the City's actual costs associated with the same. Those MSFA costs are estimated to be \$64,226.05. The traffic signal poles shall include street lighting luminaires as required by the City. The City agrees that it will install a temporary signal system at the intersection of 6th Street South and Chicago Avenue South, to accommodate traffic during construction as partial mitigation for removing 5th Street South, for the Minnesota Multi-Purpose Stadium. MSFA agrees that it will reimburse the City for 100% of the City's actual costs associated with the same. Those costs are estimated to be \$58,068.88.
4. The City agrees that it will modify the existing traffic / pedestrian signal system at the intersection of 6th Street South and Park Avenue South, to accommodate new traffic lane layout as partial mitigation for removing 5th Street South, for the Minnesota Multi-Purpose Stadium. MSFA agrees that it will reimburse the City for 50% of the City's actual costs associated with the same. Those MSFA costs are estimated to be \$46,254.83. The traffic signal poles shall include street lighting luminaires as required by the City. The City agrees that it will install a temporary signal system at the intersection of 6th Street South and Park Avenue South, to accommodate traffic during construction as partial mitigation for removing 5th Street South, for the Minnesota Multi-Purpose Stadium. MSFA agrees that it will reimburse the City for 100% of the City's actual costs associated with the same. Those costs are estimated to be \$43,871.03.
5. The City agrees that it will construct a new traffic / pedestrian signal system at the intersection of 5th Street South and 11th Avenue South, to accommodate new traffic lane layout as partial mitigation for removing 5th Street South, for the Minnesota Multi-Purpose Stadium. MSFA agrees that it will reimburse the City for 50% of the City's actual costs associated with the same. Those MSFA costs are estimated to be \$56,210.03. The traffic signal poles shall include street lighting luminaires as required by the City. The City agrees that it will install a temporary signal system at the intersection of 5th Street South and 11th Avenue South, to accommodate traffic during construction as partial mitigation for removing 5th Street South, for the Minnesota Multi-Purpose Stadium. MSFA agrees that it will reimburse the City for 100% of the City's actual costs associated with the same. Those costs are estimated to be \$49,176.44.
6. The City agrees that it will modify the existing traffic / pedestrian signal system at the intersection of 5th Street South and Chicago Avenue South, to accommodate new traffic lane layout as partial mitigation for removing 5th Street South, for the Minnesota Multi-Purpose Stadium. MSFA agrees that it will reimburse the City for 50% of the City's actual costs associated with the same. Those MSFA costs are estimated to be \$35,642.46. The traffic signal poles shall include street lighting luminaires as required by the City. The City agrees that it will a temporary signal system at the intersection of 5th Street South and Chicago Avenue South, to accommodate traffic during construction as partial mitigation for removing 5th Street South, for the Minnesota Multi-Purpose Stadium. MSFA agrees that it will reimburse the City for 100% of the City's actual costs

associated with the same. Those costs are estimated to be \$42,983.00. The City and MSFA agree that this intersection will be constructed in a later phase of the project.

7. The City agrees that it will modify the existing traffic / pedestrian signal system at the intersection of 5th Street South and Park Avenue South, to accommodate new traffic lane layout as partial mitigation for removing 5th Street South, for the Minnesota Multi-Purpose Stadium. MSFA agrees that it will reimburse the City for 100% of the City's actual costs associated with the same. Those costs are estimated to be \$50,000. The traffic signal poles shall include street lighting luminaires as required by the City. The City and MSFA agree that this intersection will be constructed in a later phase of the project.
8. the City agrees to construct traffic signal interconnect complete from the intersection of 11th Avenue South / Washington Ave to 11th Avenue South / 7th Street South. MSFA agrees to reimburse the City for 100% of the City's actual costs associated with the same. Those costs are estimated to be \$66,379.26. The City's work shall be performed in accordance City requirements.
9. The City agrees to create as-built drawings for the traffic signal and lighting work referred to in this Agreement. MSFA agrees to reimburse the City for 100% of the City's actual costs associated with the same. Those costs are estimated to be \$20,000. The City agrees to deliver electronic copies of said as-built drawings to MSFA as a requirement for payment for this work.
10. The City agrees to remove existing street lights and install new street light poles and luminaires, along the perimeter of the MMPS property, on 6th Street South from Chicago Ave South to 11th Avenue South. The work referred to in this paragraph represents a total of (10) new foundations, light poles, and luminaires, all wiring conduits, and cable, salvage 6 existing lights and install temporary lighting during construction, for a completely functional system. MSFA agrees to reimburse the City for 100% of the City's actual costs associated with the same. Those costs are estimated to be **\$111,000**. The source of power for the foregoing shall be provided by the City at the City's cost.
11. MSFA's contractor will install all lane markings, striping, crosswalks, and other necessary traffic control and/or street markings necessary for the public reopening of 6th Street South and 11th Avenue South as required by the City.
12. The City agrees to perform all materials testing and inspection on City owned infrastructure during construction of the Minnesota Multi-Purpose Stadium,. MSFA agrees to reimburse the City for 100% of the City's actual costs associated with the same. Those costs are estimated to be \$30,000.
13. MSFA's contractor will install all concrete curb & gutter, concrete sidewalk and street pavement as shown on Minnesota Multi-Purpose Stadium Drawing No. C2.30 dated May 2nd, 2014. MSFA's contractor will also install all pedestrian ramps, drainage structures

and seal coat necessary to adjust the site and roadway to the configuration shown on said drawing.

14. MSFA's contractor will install and maintain temporary traffic control as needed to reconstruct City infrastructure as required by the City.
15. MSFA's contractor will perform all demolition needed to reconstruct City infrastructure necessary to adjust the site and roadway to the configuration shown on Minnesota Multi-Purpose Stadium Drawing Nos. C2.00, C2.22 and C2.30 dated May 2nd, 2014.
16. The City will install all street signs necessary for the public reopening of 6th Street South and 11th Avenue South. MSFA agrees to reimburse the City for 100% of the City's actual costs associated with the same. Those costs are estimated to be \$10,000.
17. The obligations of the parties in Paragraphs 1 through 16 are based on estimates and assumptions, to the extent applicable; see **Appendix A**.
18. MSFA will prepare a legal description and documents for the Recreational Trail Easement attached hereto as **Appendix B** to enable construction and operation of the bike path on the north side of 6th Street South between Park Avenue South and Chicago Avenue South as shown on MMPS drawings C2.00, C2.22 and C2.30 dated May 2nd, 2014.
19. The City will use the aforementioned documents to obtain the Recreational Trail Easement from Hennepin County.
20. MSFA contractor will construct the bike path adjacent to 6th Street South connecting Park Avenue and 11th Avenue as shown on MMPS drawings C2.00, C2.22 and C2.30 dated May 2nd, 2014, and an equivalent bike path through the stadium site connecting the intersection of 5th Street South and Park Avenue, to a location just east of Carew Drive and intersecting the most westerly driveway of sufficient width for 2-way bike operation per Minnesota State-Aid Operations Chapter 8820.9995.
21. MSFA's consultant will prepare an AM weekday signal timing plan to be approved by the City engineer to adjust timing of traffic signals for the removal of 5th Street South.
22. The City will design and install a PVC conduit adjacent to 6th Street South from the 511 building to the Downtown East lobby for future fiber optic communications; the MFSA and the City will coordinate installation of said conduit as it relates to the MMPS construction. All costs for this work shall be the City of Minneapolis's costs.
23. The City and MSFA agree that MSFA will make certain improvements to 11th Avenue South adjacent to the Minnesota Multi-Purpose Stadium, and that the costs therefor are included within the estimated costs outlined in **Appendix A**.

24. The City agrees to defend, indemnify, and hold harmless MSFA, its officials, officers, agents, volunteers and employees from any liability, claims, causes of action, judgments, damages, losses, costs, or expenses, including reasonable attorney's fees, against all loss by reason of the failure of City to perform any obligation under this Agreement. MSFA agrees to defend, indemnify, and hold harmless the City, its officials, officers, agents, volunteers and employees from any liability, claims, causes of action, judgments, damages, losses, costs, or expenses, including reasonable attorney's fees, against all loss by reason of the failure of MSFA to perform any obligation under this Agreement.
25. Payment for services may be requested by the parties upon completion and acceptance of each item of work listed above, and upon the presentation of a claim. Payment shall be made pursuant to the disbursing requirements established by Chicago Title Insurance Company for its distribution of funds in connection with MSFA's construction of the Minnesota Multi-Purpose Stadium or within sixty (60) days from receipt of the invoice, whichever occurs earlier.
26. The entire Agreement between the parties is contained in this Agreement which supersedes all oral agreements and negotiations between the parties relating to the subject matter. However this agreement limited to subject matter related to mitigation for the impact of removing 5th Street South between Park Avenue or Chicago Avenue South and 11th Avenue South and does not address mitigation for other impacts of the Minnesota Multi-Purpose Stadium Project. Furthermore, this agreement does not excuse MSFA from any normal permit requirements and fees associated with the MMPS project.
27. In order to coordinate the services of the City with the activities of MSFA so as to accomplish the purposes of this Agreement, Steve Maki, or a successor named by MSFA, shall manage this Agreement on behalf of MSFA and serve as liaison between MSFA and City. Jeff Handeland, or a successor named by the City engineer, shall manage this Agreement on behalf of City.
28. Any notice or demand which must be given or made by a party under this Agreement or any statute or ordinance shall be in writing, and shall be sent registered or certified mail. Notices to MSFA shall be sent to MSFA Administrator at the address given in the opening paragraph of the Agreement. Notice to the City shall be sent to the address stated in the opening paragraph of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

<p>MINNESOTA SPORTS FACILITIES AUTHORITY, a public body and political subdivision of the State of Minnesota</p> <p>By: _____ Name: Michele Kelm-Helgen Title: Chair</p> <p>By: _____ Name: Ted Mondale Title: CEO/Executive Director</p>	<p>CITY OF MINNEAPOLIS</p> <p>Approved by: _____ Dept. Head Responsible for Monitoring this Contract</p> <p>Approved as to Form:</p> <p>By: _____ Assistant City Attorney</p> <p>Approved:</p> <p>By: _____ Finance Officer or Designee</p>
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