



### **Minnesota Ballpark Authority Board Meeting Minutes – January 12, 2023**

Chair Margaret Anderson Kelliher called the board meeting of the Minnesota Ballpark Authority for January 12, 2023, to order at 9:04 a.m. The roll was taken. Commissioners David Ybarra and Tony Sanneh were present. Commissioner Jim Campbell participated via Zoom.

Commissioner Tony Sanneh moved approval of the agenda, seconded by Commissioner David Ybarra, and approved unanimously – 4 YEAS, 0 NAYS.

**APPROVED**

Commissioner Jim Campbell moved approval of the October 13, 2022, meeting minutes seconded by Commissioner Tony Sanneh and approved unanimously – 4 YEAS, 0 NAYS

**APPROVED**

**Chair’s Report** – Chair Margaret Anderson Kelliher reported that she and the other Commissioners have been working on Executive Director Kenney’s personal evaluation. The evaluation will be discussed today during the personal evaluation closed session.

**Executive Director’s Report** – Executive Director Kenney reported that the Annual State Audit has concluded, and the 2021 MBA Annual Financial Report has been published. The walkway repair work over 7<sup>th</sup> Street from the ballpark to Ramp A is proceeding on schedule. Regarding the ballpark off season enhancements, the City of Minneapolis has approved signage variances needed for the new medallion on top of the media tower in right field and on the back of the expanded main scoreboard. Progress on the scoreboard continues and Mortenson Construction reports no injuries since the start of the project (55 days) and no first aid has been required.

## **ACTION ITEMS**

### **01-12-23 Proposed Resolution 23-MBA-189**

#### **Purpose:**

To elect officers to the Minnesota Ballpark Authority Board.

#### **Background:**

The MBA Chair is appointed by the Hennepin County Board pursuant to the ballpark legislation. The MBA by-laws provide that in addition to the Chair, there will be a Vice-Chair, Secretary and Treasurer elected from the Authority's membership at the organizational meeting of the Authority and thereafter shall be elected annually at the first regular meeting of each year by a majority vote of the Authority members.

#### **Action Requested:**

**BE IT RESOLVED** that the following MBA Commissioners will serve in the subsequent officer positions: Jim Campbell, Vice-Chair, Tony Sanneh, Secretary and David Ybarra, Treasurer.

**APPROVED**

### **01-12-2023 Proposed Resolution 23-MBA-190**

#### **Purpose:**

To authorize the Chair and Executive Director to execute the 4<sup>th</sup> amendment to the Maintenance agreement with the Minnesota Department of Transportation (MnDOT), for the video board enhancements and other improvements within the MnDOT lease area near Gate 34.

#### **Background:**

The MBA Board of Commissioners approved the scope for the video board replacements at the December 2021 MBA Board meeting. Two of the proposed improvements are located within the MnDOT lease area. The first will add a 17' X 43' video board to the side of Ramp B next to the wind veil. The second improvement will add a team logo medallion to the top of the existing video tower next to the right field seats, inside Gate 34.

Over the past several months, the team and MBA staff have had the opportunity to review plans and specifications with MnDOT staff. It is our understanding that the proposed

alterations will not have any adverse impact on drivers utilizing Interstate 394 or the bridges that span over the corridor.

The attached draft of the fourth amendment to the existing Maintenance Agreement to cover ownership, maintenance, and repair matters on these new ballpark features is currently under review at MnDOT. It is anticipated that the document will be ready for execution in advance of the April MBA Board meeting.

**Action Requested:**

**BE IT RESOLVED** that the Minnesota Ballpark Authority authorizes the Chair and Executive Director to enter into the 4<sup>th</sup> amendment to the MnDOT Maintenance agreement, when it is ready for final execution, for the video board enhancements and other improvements near Gate 34.

**APPROVED**

MINNESOTA DEPARTMENT OF TRANSPORTATION  
FOURTH AMENDMENT TO  
MAINTENANCE AGREEMENT

PREPARED BY  
MINNESOTA TWINS, LLC  
1 Twins Way  
Minneapolis, Minnesota 55403

FOURTH AMENDMENT TO  
Mn/DOT  
AGREEMENT NO.  
91580

FOURTH AMENDMENT TO  
AGREEMENT AMONG  
THE STATE OF MINNESOTA, DEPARTMENT OF TRANSPORTATION  
AND  
MINNESOTA BALLPARK AUTHORITY  
AND

MINNESOTA TWINS, LLC

FOR

Ownership and maintenance of stacked video display panels and a spherical structure affixed to the top of the existing video display tower within the Minnesota Twins Ballpark (“Ballpark”) and installed in close proximity to the northwest exterior wall of the 5<sup>th</sup> Street North Garage (“Ramp B”) within the limits of the City of Minneapolis, County of Hennepin, State of Minnesota, upon the terms and conditions set forth in this Fourth Amendment.

**THIS FOURTH AMENDMENT TO MAINTENANCE AGREEMENT** (this “Fourth Amendment”) is made and entered into by and among the State of Minnesota, acting through its Commissioner of Transportation (the “State”), the Minnesota Ballpark Authority, a public body and political subdivision of the State of Minnesota (the “MBA”), and Minnesota Twins, LLC, a Delaware limited liability company (the “Team”), as of the \_\_\_\_ day of December, 2022. The State, the MBA and the Team are collectively referred to as the “Parties.”

**RECITALS**

**WHEREAS**, the Parties entered into that certain Maintenance Agreement dated as of the 28<sup>th</sup> day of August, 2007, as amended by that certain First Amendment to Maintenance Agreement dated as of the 30<sup>th</sup> day of January, 2009, that certain Second Amendment to Maintenance Agreement dated as of the 27<sup>th</sup> day of August, 2009, and that certain Third Amendment to Maintenance Agreement dated as of the 30<sup>th</sup> day of November, 2010 (as amended, the “Agreement”), providing for: (i) the ownership, operation and maintenance of a pedestrian plaza over the State’s I-394 right-of-way (the “Plaza”) and associated lighting, signing, and ventilation systems; (ii) the furnishing and installing RTMC equipment; (iii) the ownership, operation and maintenance of an open-air pedestrian elevated walkway connecting Ramp A to the Ballpark and related structures; (iv) the ownership and maintenance of a wind veil on Ramp B that is adjacent to the Plaza and the main entrance to the Ballpark; and (v) the ownership and maintenance of the grandstand ad panel and video display board and tower installed within the Ballpark and in close proximity to Ramp B, all as more fully set forth in the Agreement; and

**WHEREAS**, the Parties wish to design, develop and construct additional enhancements within the Ballpark not provided for in the Agreement that will affect the State’s property, namely new stacked video display panels (“LED Video Panels”) and an open-sided spherical structure to be placed at the top of the existing tower forming part of the Video Display Board (“LED Tower Enhancement”) that will be located in close proximity to the northwest exterior wall of Ramp B (collectively, referred to herein as the “LED Display Enhancements”); and

**WHEREAS**, the Parties understand the LED Display Enhancements will not violate Minnesota Statutes, Chapter 173, or 23 United States Code (U.S.C.) 131, or any other State or Federal Law related to advertising on the Interstate Highway System; and

**WHEREAS**, the State is willing to permit the LED Display Enhancements to be installed within the Ballpark in close proximity to Ramp B in consideration of the agreement of the Team during the term of the Ballpark Lease to assume certain ordinary maintenance and repair obligations relating to the LED Display Enhancements; and

**WHEREAS**, the Parties desire to amend the Agreement as set forth in this Fourth Amendment to define their respective responsibilities for ownership, maintenance and use of the LED Display Enhancements; and

**WHEREAS**, the MBA and the Team’s wholly-owned subsidiary have entered into that certain Ballpark Lease Agreement dated April 26, 2007, as amended by that certain First Amendment to Ballpark Lease Agreement dated as of March 2, 2020 (as amended, the “Ballpark Lease”) and the MBA and the Team intend that, so long as the Ballpark Lease is in effect, the Team shall be primarily responsible for matters allocated, assigned, or designated under this Fourth Amendment as the responsibility of the “MBA, or the Team during the term of the Ballpark Lease.”

**NOW, THEREFORE**, in consideration of the mutual promises, undertakings and covenants hereinafter set forth, and intending to be legally bound hereby, the State, the MBA, and the Team covenant and agree as follows:

1. INCORPORATION OF EXHIBITS AND DEFINITIONS

Section 1 of the Agreement is amended by adding the following Sections 1.12 and 1.13 to the end thereof:

1.12 Exhibit L showing the agreed-upon plans and specifications for the LED Video Panels to be constructed within the Ballpark in close proximity to the northwest exterior wall of Ramp B; and

1.13 Exhibit M showing the agreed-upon plans and specifications for the LED Tower Enhancement to be constructed within the Ballpark in close proximity to the northwest exterior wall of Ramp B.

All capitalized terms used herein, but not otherwise defined herein, shall have the meanings ascribed to such terms in the Agreement and are hereby incorporated into this Fourth Amendment.

2. GENERAL PROVISIONS

2.1 Section 2 of the Agreement is amended by adding the following Section 2.17 to the end thereof:

2.17 **LED Display Enhancements.** The following terms apply to the LED Display Enhancements:

- 2.17.1 The MBA will be the owner of the LED Display Enhancements, which are shown in Exhibits L and M. The Team will provide for all funding for the design, construction and installation of the LED Display Enhancements.
- 2.17.2 The MBA, and the Team during the term of the Ballpark Lease, retain the right to remove the LED Display Enhancements in its discretion based on needs within the Ballpark.
- 2.17.3 The plans and specifications for the LED Display Enhancements were submitted to the State by the Team. The State hereby acknowledges that it has accepted the plans and specifications for the LED Display Enhancements identified on Exhibits L and M and, promptly following the execution of this Agreement by the Parties, the State shall issue a permit authorizing the Team to commence construction and complete installation of the LED Display Enhancements in accordance with the plans and specifications accepted herein.
- 2.17.4 From and after substantial completion of the LED Display Enhancements, the MBA, or the Team during the term of the Ballpark Lease, agrees to perform ordinary maintenance and repairs of the LED Display Enhancements at no expense to the State. Maintenance includes, but is not limited to, graffiti removal, cleaning, repairing or replacing any part of the LED Display Enhancements, or any other ordinary maintenance activities necessary to perpetuate the LED Display Enhancements in a safe and usable condition. Ordinary maintenance and repairs specifically exclude capital repairs and improvements and related expenditures. The State will allow the MBA, or the Team during the term of the Ballpark Lease, to perform periodic maintenance and repairs of the LED Display Enhancements without the need to obtain a permit to perform such work. Notwithstanding anything to the contrary in the Agreement, the responsibility for capital repairs of the LED Display Enhancements will be allocated between the MBA and the Team as provided in the Ballpark Lease.

2.17.5 The MBA, or the Team during the term of the Ballpark Lease, accepts full and total responsibility for all obligations and liabilities arising out of or by reason of the use, operation, maintenance, failure to maintain, repair, and reconstruction of the LED Display Enhancements without cost or expense to the State, except to the extent the same is due to the acts or omissions of the State.

3. CONSIDERATION

3.1 The MBA, or the Team during the term of the Ballpark Lease, agrees to assume the maintenance and repair obligations related to the LED Display Enhancements, as specified in this Fourth Amendment, in consideration of the State's agreement to permit the LED Display Enhancements to encroach on or otherwise affect, the State's property.

4. CONFLICT. If there is any conflict between this Fourth Amendment and the Agreement, this Fourth Amendment shall control.

5. RATIFICATION. Except as provided in this Fourth Amendment, all of the provisions of the Agreement are hereby ratified and confirmed and continue in full force and effect.

6. COUNTERPARTS. This Fourth Amendment may be signed in any number of counterparts, with the same effect as if the signature on each counterpart were on the same instrument. Delivery of an executed counterpart of a signature page to this Fourth Amendment by facsimile or other commonly-used electronic means (e.g., PDF) shall be effective as delivery of a manually executed counterpart of this Fourth Amendment.

**DISCUSSION ITEMS**

**Target Field Operations Update – Gary Glawe, Minnesota Twins, Senior Director, Facilities.** Mr. Glawe reported that the ironwork supporting the new scoreboard is almost complete and should be finished in the near term. All of the new video product is now on site. The celebration sign will be taken down around February 20<sup>th</sup> and the new sign will go up. 175 televisions have been installed in the interior of the building, with more to be installed after the break for Twins Fest which will be held January 27<sup>th</sup> and 28<sup>th</sup>. There were no major incidents regarding the winterization of the building, everything should be ready for the season by March including the replacement of the field sod.

**Financial Report – Brenda Juneau, MBA Finance Coordinator.** Ms. Juneau reported on the financials for the period ending November 2022. The most significant expenditure this year was for the new scoreboard and video boards, \$3 million was paid out of the Capital Reserve Fund for 2022. The Twins annual rent has been paid and those numbers

will be in the December financials. Audit costs have not been billed yet but should be approximately \$13,000. Commissioner Ybarra noted that the Exit meeting with the State Auditor's office was in December and the MBA received a clean audit. The entrance meeting for the 2022 audit was held at the same meeting.

## **PERSONNEL EVALUATION**

**Meeting adjourned at 9:26 a.m. for Closed Executive Session – Performance Evaluation of Executive Director, Dan Kenney.**

**Reconvened meeting at 9:41 a.m. for Summary of Conclusions of Evaluation and Resolution.**

### **1-12-2023 Resolution 23-MBA-191**

#### **Purpose:**

To authorize the chair to execute an amendment to the employment agreement with the Executive director of the authority.

#### **Background:**

On August 18, 2006, the Minnesota Ballpark Authority entered into an employment agreement with Dan Kenney, Executive director of the Authority. Among other terms and conditions, the agreement states that each year of the Executive director's employment, the Authority shall review and may adjust the Executive Director's base salary in its sole discretion. This resolution authorizes the Chair to enter into an amendment to that agreement.

#### **Action Requested:**

**BE IT RESOLVED** that the Minnesota Ballpark Authority authorizes the Chair to enter into an amendment to the Employment Agreement with the Executive Director with the following terms:

1. Base Salary: Increase the annual base salary to an annual base salary of \$193,370, effective January 1, 2023.
2. Employment Term: Extend the term of employment through August 21, 2024.
3. All other terms and conditions of the employment agreement to remain the same.

**APPROVED**

*There being no further business, Chair Margaret Anderson Kelliher moved to adjourn. The motion was approved unanimously 4 YEAS 0 NAYS. The board meeting of the Minnesota Ballpark Authority for January 12, 2023 was adjourned at 9:43 a.m.*

*Next meeting: April 13, 2023*