

**BYLAWS OF THE TWIN CITIES ARMY AMMUNITION PLANT JOINT
DEVELOPMENT AUTHORITY**

ARTICLE I - THE AUTHORITY

Section 1.1. Name of Authority. The name of the Authority shall be the “TWIN CITIES ARMY AMMUNITION PLANT JOINT DEVELOPMENT AUTHORITY” (which may sometimes be referred to as the “TCAAP JDA”, the “JDA” or the “Authority”), and its governing body shall be called the Board of Commissioners (the “TCAAP Board”, the “Board” or the “JDA Board”). The TCAAP JDA is a joint powers board created by the City of Arden Hills (the “City”) and the County of Ramsey (the “County”) for the purpose of the redevelopment of the Twin Cities Army Ammunition Plant site (the “TCAAP Site”). The Board shall be the body responsible for the general governance of the Authority and shall conduct its official business at meetings thereof.

Section 1.2. Seal of Authority. The Authority shall not have an official seal.

Section 1.3. Office of Authority. The offices of the Authority shall be at Suite 250 Court House, 15 West Kellogg Boulevard, St. Paul, MN 55102, attention Assistant County Manager.

Section 1.4. Scope of Authority. The Authority shall have all the powers, duties and responsibilities set forth in that certain “Joint Powers Agreement for the Redevelopment of the Twin Cities Army Ammunition Plant By and Between the City of Arden Hills, Minnesota and the County of Ramsey, State of Minnesota, December 17, 2012” (the “Joint Agreement” or the “JPA”), as amended from time to time, and all other applicable laws.

ARTICLE II – APPOINTMENT OF BOARD MEMBERS; OFFICERS

Section 2.1. Number and Appointment of Commissioners. (a) The Board shall consist of a governing body of five (5) Commissioners (a “Commissioner” or collectively the “Commissioners”) appointed as follows: two (2) members from the City Council of Arden Hills (the “City”) appointed by the City Council; two (2) the members from the County Board of Ramsey County (the “County”) appointed by the County Board; and one (1) non-elected official member appointed by the City Council who shall be a resident of the City. All Commissioners shall serve for a two (2) year term. Terms of the respective elected officials serving as a Commissioner shall coincide with their terms of office.

(b) Subsequent to the initial appointment, the City and County may determine in its discretion the length of service of its respective Board members. In the case of a vacancy on the Board, the original appointing authority shall appoint a new member to fill the respective vacancy for the remainder of that term. Each member shall serve until their successor is appointed and qualified as provided by the appointing authority. Each member shall serve

without compensation; however each appointing authority may determine whether to pay per diem to their respective members pursuant to their own policy and procedures.

Section 2.2. Officers. The officers of the Authority shall be a Chair and a Vice Chair, each of whom shall have the usual duties and powers of such offices, the duties and powers given to them by the Board from time to time, and those duties and powers prescribed by Minnesota law or these bylaws. The Chair and Vice Chair shall be elected annually by the Board. The Chair shall be the non-elected official member appointed by the City; the Vice Chair shall be appointed by the Ramsey County Board from its members on the JDA Board.

Section 2.3. Chair. The Chair shall preside at all meetings of the Board. Except as otherwise authorized by resolution of the Board, the Chair shall sign all contracts, deeds, and other instruments made or authorized by the Board. At each meeting the Chair shall submit such recommendations and information as he or she may consider proper concerning the business, affairs, and policies of the Authority.

Section 2.4. Vice Chair. The Vice Chair shall perform the duties of the Chair in the absence or incapacity of the Chair. In case of the resignation, incapacity or death of the Chair, the Vice Chair shall perform the duties of the Chair until such time as the City appoints a new Chair who shall then be elected as Chair by the Board.

Section 2.5. Advisory Committees. The Authority may by resolution establish one or more advisory committees to the Authority.

Section 2.6. Vacancies. Should the office of Chair or Vice Chair become vacant, the original appointing authority, the City or County respectively, shall appoint that officer's replacement for the unexpired term of that office.

ARTICLE III – PERSONNEL

Section 3.1. Administrative Director. The County shall appoint the Administrative Director of the Authority. The Administrative Director shall be the chief administrator of the Authority, shall have general supervision over the administration of its business and affairs, subject to the direction of the Authority, and shall have such additional responsibilities and authority as the Board may from time to time by resolution prescribe. The Administrative Director shall serve at the pleasure of the County.

Section 3.2. Development Director. The City shall appoint the Development Director of the Authority. The Development Director shall have general supervision over code enforcement activities on the TCAAP Site and oversee the JDA development review process, subject to the direction of the Board, and shall have such additional responsibilities and authority as the Board may from time to time by resolution prescribe. The Development Director shall serve at the pleasure of the City.

Section 3.3. Additional Personnel. The Authority shall have all of the power to do all of the things permitted by Minnesota Statutes, Section 469.097, as amended, as it deems necessary

to exercise its powers, duties, and functions. This authority includes but is not limited to: employing technical experts and other employees as it may require; contracting for the services of consultants, agents, public accountants, legal services, and such other persons or services as it may need to perform its duties and exercise its powers; purchasing supplies and materials; and, using City and County facilities, offices, and staff, as respectively appointed by the City and County, in the exercise of its powers and the performance of its duties. The selection and compensation of such personnel shall be determined by the Board, in consultation with the City and County.

ARTICLE IV – FINANCIAL MATTERS

Section 4.1. Fiscal Year. The fiscal year of the Authority shall be the same as the fiscal year of the County, a calendar year.

Section 4.2. Accounting System and Audits; Books and Records. The financial records and financial statements of the Authority shall be prepared, audited, filed, and published or posted in the manner required for the financial statements of the County by a fiscal agent for the Board appointed by the County (the “Fiscal Agent”). The books and records of the Authority shall be public records maintained in accordance with state law and with such rules, regulations, and ordinances adopted by the County for maintaining public records.

Section 4.3 Expenditure of Public Money. All Authority money is public money. An Authority check or electronic funds transfer (“EFT”) must be signed pursuant to County requirements upon the request of the Chair and Administrative Director, unless as described below in Section 4.7, pursuant to the procedures provided by the Fiscal Agent. The check or EFT must state the name of the payee and the nature of the claim for which the check or EFT was issued.

4.3.2. The JDA shall develop a reimbursement policy including priority for payment to the City and County of allocated fee or other income described in the Joint Agreement. The policy shall provide for monthly reimbursement to the City and County where reasonable and practical.

4.3.4. The JDA will establish separate JDA accounts, to be managed by the Fiscal Agent, into which all revenue receipts generated by and belonging to the JDA, and those proceeds which the City and County may authorize to be borrowed as interfund loans, shall be deposited intact to the credit of such JDA accounts.

4.3.5. No disbursements shall be made from such accounts for non-JDA expenses and purposes.

Section 4.4 Reports. Annually, at a time and in a form fixed by the City Council and the County Board, the Authority shall make a written report giving a detailed account of its activities and of its receipts and expenditures during the preceding calendar year, together with additional matters and recommendations it deems advisable for the economic development of the TCAAP Site. The JDA shall prepare an annual report at the end of each calendar/fiscal year and

submit such report to the City and County not later than February 15 of the succeeding calendar/fiscal year. The JDA shall also prepare and present to federal and state officials such reports and audits as may be required by law, regulation, or contract.

Section 4.5 Financial Statement. Annually, or more often as requested by the City and County, the Authority shall examine the Fiscal Agent's detailed financial statements, together with the Fiscal Agent's vouchers, filed with the Board. The financial statement must show all receipts and disbursements, their nature, the money on hand, the purposes to which the money on hand is to be applied, the Authority's credits and assets, and its outstanding liabilities in a form required for the city's financial statements. If the Authority finds that the statement and vouchers are correct, it shall approve them by resolution, enter the resolution in its records and provide copies to the City Council and the County Board.

Section 4.6 Budget; Finance Matters. The Authority shall prepare an annual budget. With the first annual budget and in subsequent years, the JDA shall each year prior to May 1 prepare an annual operations budget that estimates funding required by the JDA to conduct its business over the next calendar year. The JDA shall coordinate its budget process with the City and County budget planning process. Prior to September 1 of each year, the JDA shall, after its review and approval, submit the annual budget to the City and County. The budget shall be substantially balanced. The Budget shall follow the format as established by the JDA after consultation with the City Finance Director and the County Director of Finance, and at a minimum provide at least the detail required by § 2.3.4 of the Joint Agreement.

4.6.1. The City and County may determine that a service or services as described in the Budget are available from either the City or County and direct the JDA to purchase such service at that Party's cost, with payment to be made by the JDA from its authorized funds as stated in the Budget.

4.6.2. The annual budget proposed by the JDA shall be reviewed and transmitted to the City and County. Each shall review, provide comments to the JDA and the other and approve the annual budget. The proposed JDA annual budget approved by the City and County pursuant to this process shall be reported back to the JDA by November 15 (preceding the ensuing calendar/fiscal year). Thereafter the JDA shall adopt and implement the budget approved by the City and County (the "Budget"). The Budget may be amended consistent with the process described in this Section.

4.6.2. The JDA may incur expenses and make expenditures that may be necessary to the effectuation of its purposes and powers, in conformance with the statutory requirements applicable to contracting and purchasing practices of the City and County, including Minnesota Statutes §§ 383A and 471.345, and the Budget.

Section 4.7. Signature Authority. The following signature authority shall be authorized for transactions executed under direction of the Board:

(a) All orders and requests for checks of the Authority for the payment of money as directed by the Board shall be signed by the Chair and the Administrative Director.

(b) All contracts, deeds and other instruments made or authorized by the Board, except as otherwise authorized by resolution of the Board, shall be signed by the Chair and the Administrative Director.

(c) The Vice Chair shall have the capacity to sign as an alternate officer of the Authority under extenuating circumstances involving the absence of the Chair or of the Administrative Director, but not where both are absent at the same time. "Absence" means the lengthy unavailability of Chair or of the Administrative Director resulting from vacancy, termination, resignation, incapacitation or death, leading to the potential for business issues of the Authority to be delayed and/or deadlines to be missed.

(d) The Administrative Director shall have the authority to approve expenditures consistent with the approved Budget.

Section 4.8 Execution of Contracts. The Authority may make and enter into contracts pursuant to Minnesota Statutes, Section 469.101 and other applicable law. All contracts and other written agreements or instruments to which the Authority is a party or by which the Authority may be bound must be executed as provided in Section 4.7 above.

ARTICLE V – MEETINGS

Section 5.1. Regular Meetings. The Board shall hold regular meetings according to a meeting schedule adopted or revised from time to time by resolution of the Board, and shall hold at least one regular meeting per year. Unless otherwise agreed by the City and County, all meetings of the Authority shall be held at the Arden Hills City Hall. The Board shall not meet at times of regularly scheduled meetings of the Ramsey County Board or Arden Hills City Council unless agreed to by the City and County. All meetings of the Authority shall be conducted pursuant to the requirements of the Minnesota Open Meeting Law ("OML"), and the Minnesota Government Data Practices Act ("MGDPA"), as amended.

Section 5.2. Special Meetings. Special meetings of the Board may be called by the Chair or any two Commissioners for the purpose of transacting any business designated in the call notice. The call notice for a special meeting may be delivered to each Commissioner by telephone, voice mail, electronic mail, or may be mailed to the business or home address of each Commissioner at least three (3) days prior to the date of such special meeting. Notice of any special meeting shall also be posted and/or published as may be required by law.

Section 5.3. Quorum. The powers of the Authority shall be vested in the Board. Four (4) Commissioners shall constitute a quorum for the purpose of conducting the business and exercising the powers of the Authority and for all other purposes, but a smaller number may adjourn from time to time until a quorum is obtained. When a quorum is in attendance, action may be taken by the Board upon a vote of a majority of the Commissioners present. Each member of the Board shall have one vote.

Section 5.4. Order of Business. At the regular meetings of the Board the following shall be the order of business as directed by the Chair:

1. Open meeting, roll call of Commissioners present
2. Approval of agenda
3. Approval of minutes
4. Public input
5. Approval of consent agenda
6. Old business
7. Public hearings
8. New business
9. Administrative Director's report
10. Development Director's report
11. Commissioner updates, other reports
12. Adjournment

Section 5.5. Adoption of Resolutions. A resolution of the Board shall be deemed adopted if a quorum is present and the resolution is approved by not less than a simple majority of all Commissioners present, unless a different requirement for adoption is prescribed by law. Resolutions shall be reduced to writing and shall be executed after passage by the Chair and Administrative Director. All resolutions shall be written or transcribed and shall be retained in the journal of the proceedings maintained by the Recording Secretary.

Section 5.6. Rules of Procedure. The meetings of the Authority shall be governed by Roberts Rules of Order, Newly Revised, as amended. The manner of voting on all questions coming before the Authority may be by voice vote or roll call. Upon the request of any Commissioner, the yeas and nays on any matter shall be entered in the minutes of the meeting.

Section 5.7. Public Process. The JDA shall develop mechanisms for public involvement in any planning or review process. In addition to the requirements of the OML and the MGDPA, the consideration and approval of development agreements and related actions shall be consistent with the applicable hearing and notice requirements for land use and development matters required by Minnesota Statutes §§ 462.357-462.365 and 469.01-469.351, as amended.

ARTICLE VI – CONFLICT OF INTEREST

Section 6.1. Conflict of Interest. No Commissioner or employee of the Authority shall take any action or make any decision which could substantially affect the Commissioner's or the employee's financial interests or those of an organization with which the Commissioner or employee is associated. A Commissioner who has a potential conflict of interest shall not attempt to influence an employee in any manner related to the action or decision in question and shall not take part in the action or decision and shall not be counted toward a quorum during the portion of the meeting in which the action or decision is considered. In the case of an employee who has a potential conflict of interest, the matter shall be assigned to another employee who does not have a conflict of interest. The fact that the appointed elected official members of the Board represent their

respective governing bodies on the Board is not deemed to be a conflict of interest merely because of such appointment.

Section 6.2 Disclosure. Any Commissioner or employee who has a potential conflict of interest must submit to the Board a written statement describing the matter requiring the action or decision and the nature of the potential conflict of interest.

Section 6.3 Exceptions. The exceptions specified in Minnesota Statutes, Section 471.88 apply to Commissioners and employees of the Board.

ARTICLE VII-INDEMNIFICATION

Section 7.1. Indemnification. The Authority shall be authorized by the fullest extent permitted by law to indemnify any person against expenses and liabilities arising by reason of the fact that the person is or was a Commissioner, officer, employee or agent of the Authority.

Section 7.2. Insurance. The Authority will purchase and maintain insurance on behalf of itself and on behalf of any person in that person's official capacity against any liability asserted against that person and incurred by that person in such capacity whether or not the Authority would have been required to indemnify that person against liability as provided in Section 7.1.

ARTICLE VIII - MISCELLANEOUS

Section 8.1. Amendments to Bylaws. The bylaws of the Authority shall be amended only by resolution approved by at least four (4) of the members of the full Board at a regular or special meeting.

Section 8.2 Consistency with Joint Agreement. The Authority shall strive to ensure that its actions are consistent with the requirements of the Joint Agreement as it may be amended, and other objectives for the development of the TCAAP Site as jointly established by the City and County from time to time.

**ARDEN HILLS AND RAMSEY
COUNTY JOINT DEVELOPMENT
AUTHORITY**

Chair

Administrative Director

Dated:_____