

EXECUTION COPY

**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**

Dated as of: December 17, 2012

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**JOINT POWERS AGREEMENT
FOR
THE REDEVELOPMENT OF THE TWIN CITIES ARMY AMMUNITION PLANT**

THIS JOINT POWERS AGREEMENT (the "Joint Agreement" or the "JPA") is made and entered into as of the _____ day of _____, 2012, by and between the City of Arden Hills, a Minnesota municipal corporation (the "City") and the County of Ramsey, a political subdivision under the laws of Minnesota (the "County").

RECITALS

A. The County of Ramsey (the "County") is the Purchaser under that certain Offer to Purchase, as Amended (the "OTP"), by and between the County and the United States of America, by the General Services Administration, as Seller ("GSA"), for a portion of the real property located in the City of Arden Hills (the "City") commonly referred to as the Twin Cities Army Ammunition Plant ("TCAAP"). (The real property which is the subject of the OTP contains approximately 427 acres of land and is referred to in this Joint Agreement as the "TCAAP Site"). The purpose of County for purchasing the TCAAP Site is to facilitate the clean up of existing environmental contamination, elimination of blight and the redevelopment of the TCAAP Site for new development pursuant to the TCAAP Master Plan, as defined below.

B. Portions of the TCAAP Site contain environmental contamination as more fully described in existing environmental reports (the "Contamination"). The OTP provides for remediation of the Contamination pursuant to a lease from GSA to County (the "Lease"). At the closing of the sale and purchase as provided in the OTP, GSA will convey to County ownership of fee title to the land, and related improvements, of the TCAAP Site that is not contaminated (the "Initial Conveyance"), and will lease to County the contaminated portions of the TCAAP Site (the "Lease Site"). Pursuant to the Lease, County will undertake and complete within the time period as agreed to by and between County and GSA, which is currently contemplated to be at least three years, the remediation of the Contamination to a level sufficient to permit redevelopment on the Lease Site (the "County Remediation" and "Developer Remediation" as defined hereafter). Conveyance of ownership of good and marketable fee simple title to the entire TCAAP Site to County will take place when the County Remediation is finished (the "Final Conveyance").

C. The TCAAP Site also contains buildings and other improvements that are no longer useable, are blighting influences, and need to be removed for the TCAAP Site to be fully redeveloped (the "County Site Clearance" and "Developer Site Clearance" as defined herein).

D. The "New Development" (as described in these Recitals and defined in Section 1.1 below) requires investment by County to purchase the TCAAP Site and complete the County Remediation and County Site Clearance, investment by City to work with County to develop and implement the redevelopment plans to guide the New Development, and significant investment in public infrastructure by City and County pursuant to the TCAAP Master Plan (as defined below).

E. County and City (collectively the "Parties", individually a "Party") desire and intend that redevelopment of the TCAAP Site take place to remediate and eliminate blighting conditions and to make possible and result in significant amounts of New Development to provide employment opportunities, improve the tax base, and improve the general economy of the City, the local community and Ramsey County as a whole. The New Development will include the construction of necessary off-site and on-site transportation improvements such as the Spine Road, as well as internal streets, water and sanitary and storm sewer and other public facilities and other public and private utilities and improvements to be located on the TCAAP Site ("City Public Improvements" and County Public Improvements", collectively, the "Public Improvements" as defined in Section 1.1). The Parties will develop plans to provide for a mix of residential, commercial, light industrial and other uses utilizing the Public Improvements (collectively, the Public Improvements and the uses proposed for the TCAAP Site comprise the "New Development"). The plans guiding the type of land uses, density, location and timing of implementation of the components of the New Development comprise the "TCAAP Master Plan", as further described in Section 1.1).

F. The New Development will take place within the City. The New Development will require the participation of City to complete environmental review for the TCAAP Site as required by law, by means of a process described as *alternative urban areawide review* ("AUAR"), and application of the City's statutorily mandated planning and zoning authority to develop the TCAAP Master Plan. City will be required to implement its allocated portion of the Public Improvements on the TCAAP Site in a timely manner as identified in the TCAAP Master Plan, and as provided below. The effective and beneficial land use planning and guiding of the New Development, consistent with state statutes and regulations, City's comprehensive plan, zoning code and other applicable ordinances, and the ability to recapture City costs incurred in providing its allocated responsibilities for the Public Improvements to serve the TCAAP Site are matters of great interest and importance to City.

G. The Parties recognize that their cooperation and collaboration are critical for accomplishing the New Development in a manner that is a timely, cost-effective and efficient use of public resources in order to benefit the City, other local communities and Ramsey County as a whole.

H. The Parties intend to exercise their respective authority granted by Minnesota Statutes § 471.59 (the "JPA Act") to establish a joint powers board to be named the "Joint Development Authority" (the "JDA") or such other name as the Parties may determine. The Parties intend that the JDA shall be a governmental entity of the State which is authorized to exercise to the extent permitted by the JPA Act, the general laws of the State of Minnesota , and Laws 2009, Chapter 88, §16 applicable to the TCAAP Site, the common powers of each Party for the redevelopment of the TCAAP Site as a governmental entity of the State. These powers include, but are not limited to, remediation of contamination and elimination of blight, infrastructure construction and financing, comprehensive planning and zoning, and redevelopment and economic development.

Therefore, Be It Resolved by the Parties, that this Joint Agreement is made and agreed to as follows:

ARTICLE I

DEFINITIONS

Section 1.1. Definitions. Unless the context requires otherwise, for the purpose of this Agreement, the terms defined in this section shall have the meanings specified:

Agreement means this Joint Powers Agreement as it may be amended, and the “Joint Agreement” or the “JPA”.

Alternative urban areawide review (“AUAR”) means the environmental review for the TCAAP Site required by law and to be prepared by City as the responsible governmental unit (the “RGU”), which will guide the development and implementation of the TCAAP Master Plan.

City means the City of Arden Hills, a political subdivision of the State of Minnesota.

City Investment means the expenditures by the City necessary to undertake its identified responsibilities in support of the New Development, including, but not limited to, preparation of the AUAR and TCAAP Master Plan and construction of the City Public Improvements.

City Public Improvements means construction by the City of the trunk or sub-trunk water mains, storm and sanitary sewer and other public amenities identified as the City’s direct responsibility, and the City’s allocated responsibilities for Shared Public Improvements in the TCAAP Master Plan needed for the New Development.

Commencement Date means January 1, 2013 for the implementation of this Joint Agreement, or such other date as the Parties shall mutually agree.

County means the County of Ramsey, a political subdivision of the State of Minnesota.

County Investment means the expenditures by the County necessary to undertake its identified responsibilities in support of the New Development, including, but not limited to, County Remediation, County Site Clearance, County Public Improvements, initial survey and plat of the TCAAP Site and operations of the JDA.

County Public Improvements means survey and plat of the TCAAP Site, construction by the County of the Spine Road; initial survey and plat of the TCAAP Site; off site transportation improvements; associated private utilities; relocation of existing private utilities; maintenance of County Public Improvements; and possible relocation of all or part of the Groundwater Treatment Infrastructure on the TCAAP Site as described in Section 3.4.

County Remediation means County actions to resolve the environmental contamination on the TCAAP Site consistent with the requirements of the OTP and the Lease with the GSA.

County Site Clearance means the removal by County of buildings and other improvements that are no longer useable, are blighting influences, and/or need to be removed for the TCAAP Site to be fully redeveloped pursuant to the TCAAP Master Plan, consistent with the requirements of the OTP and the Lease with the GSA.

Developer Installed Improvements means the improvements within or serving a Development Site, including trunk and sub-trunk water mains, storm and sanitary sewer, new Private Utilities, streets, trails, parks and other identified public amenities within or serving a Development Site constructed by a developer as described in a development agreement approved by the JDA pursuant to the TCAAP Master Plan

Developer Remediation means the removal by a developer of any remaining environmental contamination on a Development Site consistent with the requirements of the Minnesota Pollution Control Agency's ("MPCA") Voluntary Investigation and Cleanup Program ("VIC Program") pursuant to a response action plan ("RAP") approved by the MPCA; and any applicable County Remediation in order for the Development Site to be fully redeveloped pursuant to the TCAAP Master Plan by the developer.

Developer Site Clearance means the removal by a developer of any remaining buildings and other improvements that are no longer useable, are blighting influences, and/or need to be removed for a Development Site to be fully redeveloped pursuant to the TCAAP Master Plan by a Developer, and consistent with any applicable County Site Clearance, or response action plan ("RAP").

Development Site means a parcel (or parcels) of land on the TCAAP Site identified in the TCAAP Master Plan for location of the New Development as approved by the JDA.

Groundwater Treatment Infrastructure means the network of monitoring wells, underground pipes and treatment plant necessary for remediation of groundwater contamination on and under the TCAAP Site.

Market Study means the study to be prepared by the County designed to account for market considerations and assist the Parties to forecast the need and desirability of the elements of the New Development, which will guide the development and implementation of the TCAAP Master Plan.

New Development means off-site and on-site transportation improvements as well as internal streets, water and sanitary and storm sewer, other public facilities and Private Utilities (as defined in this Section) and related improvements (collectively the "Public Improvements" as defined in this Section), and the approved mix of commercial, industrial and residential development authorized by the TCAAP Master Plan.

Parties or a Party means the City and County collectively or individually.

Plan Amendment means the process identified in Section 3.3 required to amend the TCAAP Master Plan.

Private Utilities means telephone, cable, satellite, gas and electric service available on the TCAAP Site necessary to serve a Development Site.

Public Improvements means the construction and financing of necessary off-site and on-site transportation improvements, as well as internal streets, water and sanitary and storm sewer and other public facilities and other public and private utilities and improvements to be located on the TCAAP Site and to be constructed by the City and County as described in this Agreement.

Shared Public Improvements means the design and construction of the TCAAP Site regional storm water retention pond system to be developed as part of the Public Improvements, the cost of which shall be shared by the Parties; and any other public infrastructure improvements determined by the Parties to require, or be appropriate for, shared responsibility.

TCAAP means the Twin Cities Army Ammunition Plant.

TCAAP Joint Development Authority means the joint development agency ("JDA") created by the Parties to develop and implement the TCAAP Master Plan.

TCAAP Master Plan means the plans, official controls and map guiding the density, location and timing of implementation of the components of the New Development on the TCAAP Site, as further defined in the Recitals above and Article III below of this Joint Agreement.

TCAAP Site means the real property which is the subject of this Joint Agreement and which contains approximately 427 acres of land where the New Development is proposed, as depicted on attached Exhibit A.

Term means the Initial Term of this Joint Agreement ending in 2038 as provided in Section 5.5 of this Joint Agreement; and any Additional Term as defined therein

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ARTICLE II

JOINT DEVELOPMENT AUTHORITY

Section 2.1. Authorization. City and County each certify that the authority to enter into this Joint Agreement has been established by a resolution approved by the governing body of each Party. This Joint Agreement is effective as of the date first stated above in the caption of this Joint Agreement and shall continue in force until modified or terminated by the Parties as provided herein.

Section 2.2. General Purpose. Pursuant to the authority of the Joint Powers Act, the Parties desire and intend that the redevelopment of the TCAAP Site take place to remediate and eliminate blighting conditions and to make possible and result in implementation of the New Development as defined in Section 1.1 The plans guiding the type, density, location and timing of implementation of the components of the New Development comprise the "TCAAP Master Plan", as further described in this Joint Agreement. The goals of the New Development are to redevelop the TCAAP Site to provide employment opportunities, improve the tax base, and improve the general economy of the City, the local community and Ramsey County as a whole.

Section 2.3. Joint Development Authority. Pursuant to the authority of the Joint Powers Act and this Joint Agreement, the Parties hereby create a joint powers board titled the **TCAAP Joint Development Authority** (the "JDA"). The purpose of the JDA is to exercise to the extent permitted by the Joint Powers Act and the general laws of the State, the authority found in Laws 2009, Chapter 88, §16 applicable to the TCAAP Site and the common powers of the Parties for the redevelopment of the TCAAP Site. These activities to be conducted under this authority include, but are not limited to, environmental remediation, elimination of blight, infrastructure construction and financing, comprehensive planning and zoning, and economic development and redevelopment.

2.3.1. JDA Board Membership. The JDA Board shall consist of five (5) members appointed as provided in this Section (also "the "Board"). Each Party shall appoint two (2) members from its respective governing body. City shall also appoint to the Board a suitable non-elected official member to serve as the Chair of the JDA Board. City Board members shall be residents of the City at the time of appointment and maintain residency during their term. The term of each member shall be a two (2) year term. Each Party may determine in its discretion the length of service of its respective Board members. In the case of a vacancy on the Board of a member from either Party, that Party 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 each Party. Each member shall serve without compensation; however each Party may determine whether to pay per diem to their respective members pursuant to their own policy and procedures.

2.3.2. JDA Board General Authority. The JDA Board shall have the general authority as described in this Section:

a. The JDA Board Vice Chair shall be a member appointed by the County.

b. The JDA Board shall adopt its own bylaws and rules of procedure to govern its activities and guide the setting, holding and cancellation of meetings. The Board may appoint committees or sub-committees. The Board shall meet monthly at such times and places as determined by the Board and as provided in its bylaws or rules of procedure, but shall not meet at times of regularly scheduled meetings of the Ramsey County Board or Arden Hills City Council unless agreed to by the Parties. Special meetings may be called by the Chair or any two other members. The JDA shall keep minutes of all proceedings. A majority of all the members shall constitute a quorum. A simple majority vote of the members present at a meeting with a valid quorum shall be required for the JDA to take action, unless otherwise provided in this Joint Agreement or by law. All meetings of the JDA, its committees and sub-committees shall be governed by the Open Meeting Law and the Data Practices Act.

c. Each member of the JDA Board shall have one vote.

d. Each Party may also name an alternate appointee to serve in the capacity as a substitute for any member appointee of that Party (and who meets the qualifications for membership on the Board), in the event a member appointee is unable to attend a scheduled meeting of the JDA or any committee or subcommittee thereof. Such substitute appointee shall also have the right to vote on any action requiring a vote of the member appointee, including all substantive as well as procedural actions, when performing as a substitute for a regular member.

2.3.3. Finances. Each Party will be responsible for payments out of their respective budgets for their own staff costs, as well as any per diem and other expenditures for those staff to assist in implementing the JPA until the JDA commences operations. Upon approval of this Agreement, County shall fund the expenses of the JDA, including reimbursement of purchased services pursuant to Section 2.3.4.2. Consistent with its policies, County shall serve as the fiscal manager/agent for the JDA and assist in setting up such accounts as necessary for the JDA to conduct its activities ("Fiscal Agent"), as provided below and as shown on attached **Schedule E**.

2.3.3.1. The JDA may establish independent JDA bank 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 Parties may authorize to be borrowed as interfund loans, shall be deposited intact to the credit of such JDA accounts.

2.3.3.2. No disbursements shall be made from such accounts except by check or Electronic Funds Transfer (EFT), nor unless a verified claim for services and/or commodities actually rendered or delivered has been submitted to and approved for payment by the JDA.

2.3.3.3. No disbursements shall be made from such accounts for non-JDA expenses and purposes. Payment and disbursement of funds by check or withdrawal shall require the signatures of the Chair of the JDA and the individual designated by the County to assist in JDA fiscal matters, which shall be the Director of Finance or designee.

2.3.3.4. Revenue collected by the JDA shall be paid to the Parties as described in Section 3.7.

2.3.4. Annual Budget. The JDA shall prepare an annual budget and submit it to the Parties as provided in this section.

2.3.4.1. 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 Parties' 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 the following information:

- (1) Estimated Revenues, divided as follows:
 - a. Any Grant monies, private, State or Federal
 - b. Revenues from JDA Application fees
 - c. Revenues from JDA Permit fees
 - d. Contributions from County
 - e. Reserves
 - f. Developer escrow/fees
 - g. Miscellaneous revenues
- (2) Estimated Expenditures, divided as follows:
 - a. Personnel services
 - b. Contract Services
 - i. Legal
 - ii. Engineering
 - iii. Fiscal/Audit, including the Fiscal Agent
 - iv. Planning
 - v. Administrative
 - c. Services other than personnel or consultants
 - d. Supplies and materials
 - e. Office administration, e.g., phones, supplies
 - f. Capital Outlay (incl. Office and Building rent if applicable, equipment such as phones and computers)
 - g. Payment of invoices for services to the JDA provided by a Party.
 - h. Miscellaneous expenditures

2.3.4.2. The Parties may determine that a service or services as described above are available from a Party and direct the JDA to purchase such service from that Party at that Party's cost, with payment to be made by the JDA from its authorized funds as stated in the approved budget.

2.3.4.3. The annual budget proposed by the JDA shall be reviewed and transmitted to the Parties. Each Party shall review, provide comments to the JDA and the other Party and approve the annual budget. The proposed JDA annual budget approved by the Parties 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 Parties. The annual budget may be amended consistent with the process described in this Section.

2.3.4.4. 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 Parties, the approved annual budget and this Joint Agreement.

2.3.4.5. The JDA shall develop a reimbursement policy including payment priority for payment to the Parties of allocated fee or other income described in this Agreement. The policy shall provide for monthly reimbursement to the Parties.

2.3.5. Taxes. The JDA itself shall not levy taxes, issue bonds or independently borrow money, and it shall not approve any claims or incur any obligations for expenditures unless there is unencumbered cash in the appropriate JDA accounts described herein, to the credit of the JDA with which to pay the same, or as otherwise approved by the Parties. Any unexpended revenues in excess of the approved budget may remain deposited in JDA accounts and reported annually in the subsequent year's budget submission.

2.3.6. Interfund Loans. Notwithstanding the prohibition against independent borrowing, the JDA may borrow money from the Parties in the form of interfund loans to the extent that such loans are not made from dedicated funds or from funds or monies otherwise encumbered, subject to the mutual consent and approval of the Parties, and subject to the terms and conditions of repayment agreed to by the Parties.

2.3.7. Personnel. Unless otherwise approved by the Parties, the staff of the JDA shall be the City Administrator and the County Manager, or their designees. Each Party may also designate additional staffing as it deems appropriate or as requested by the JDA. The JDA may hire consultants including independent legal, engineering, planning and development consultants to assist in the development of the TCAAP Master Plan and amendments and revisions thereto, preparation of financing plans, marketing plans, developer proposals, the marketing and sale of Development Sites pursuant to the RFP process described in Section 3.2.4, and other matters which address growth and development on the TCAAP Site.

2.3.8. Reports. The JDA shall prepare an annual report at the end of each calendar/fiscal year and submit such report to the Parties 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.

2.3.9. Public Process. The JDA shall develop mechanisms for public involvement in any planning or review process, including the preparation and approval of the TCAAP Master Plan and approval of development agreements. All public meetings and hearings shall be conducted as required by law. The JDA shall take into consideration the concerns, issues and desires of each Party's governing body in on-going planning initiatives, discussions and process.

2.3.10. Other Authority. The JDA shall have such other authority under the general laws of Minnesota to carry out its purposes unless otherwise determined by the Parties. Where deemed by the Parties to be more convenient, the authority of the JDA may be exercised by the more appropriate Party.

2.3.11. Dispute Resolution. The Parties shall use good faith to attempt to resolve any dispute. Upon agreement, the Parties may also use any available dispute resolution process.

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ARTICLE III

TCAAP MASTER PLAN

Section 3.1. Development of the AUAR and the TCAAP Master Plan; General Requirements. The TCAAP Master Plan will provide for development phasing, taking into account market considerations as well as the financing and investment needs and capacity of County as the purchaser of the TCAAP Site, County's obligations to complete the County Remediation and County Site Clearance, survey and plat of the TCAAP Site and the financial commitment of both Parties for the Public Improvements. City will prepare the AUAR in conjunction with the preparation of the TCAAP Master Plan, as provided in this Article III, including the hiring of any planning and engineering or other consultants it deems reasonably necessary to prepare the AUAR and the TCAAP Master Plan. The City will exert its best efforts to complete the AUAR within eighteen (18) months of the effective date of this Joint Agreement, and to complete the TCAAP Master Plan within six (6) months of the adoption of the AUAR, but not later than twenty-four (24) months of the effective date of this Joint Agreement for completion of the AUAR and the Master Plan. The JDA and County shall have the ability to review and comment during the preparation of the AUAR and Master Plan.

3.1.1. City Development Standards. The Parties will work cooperatively to ~~assure~~ that the City's development standards and goals expressed in its comprehensive plan and zoning code, as each may be amended, are incorporated into the TCAAP Master Plan to enable the JDA to proceed with timely development of the TCAAP Site as provided in this Agreement. The Parties recognize that upon purchase of the TCAAP Site County may desire to pursue development of a Development Site prior to completion of all the County Remediation and the adoption of the TCAAP Master Plan. It is in the interest of the Parties for redevelopment of TCAAP to occur timely and responsively to market demand. As a result development of a Development Site(s) may occur before completion of the TCAAP Master Plan to the extent there are roads and public utilities available to serve the selected Development Site. In such event the Parties and JDA will proceed in accordance with this Joint Agreement to the extent feasible. However, the Parties agree that the City comprehensive plan, zoning ordinance and city review process as required by statute shall guide and control such proposed development pending completion of the TCAAP Master Plan.

3.1.2. Approval of TCAAP Master Plan. The JDA shall recommend to the Parties a public process for consideration of the Master Plan prior to final approval by the Parties. Upon presentation of the TCAAP Master Plan as prepared pursuant to this Article III, the Parties shall review, comment, suggest revisions and reasonably exercise their discretion to approve the TCAAP Master Plan in a timely manner. The TCAAP Master Plan shall be approved by means of a resolution of each Party's governing body. The JDA shall implement the TCAAP Master Plan as approved by the Parties.

Section 3.2. Elements of TCAAP Master Plan. The City shall direct its staff and consultants to prepare the TCAAP Master Plan at City expense. The TCAAP Master Plan shall specify the planning requirements for the TCAAP Site consistent with the City's current

approved comprehensive plan and official controls in the zoning code, and as such may be amended, in conjunction with the TCAAP Master Plan as it is initially developed.

3.2.1. Planning Elements. The TCAAP Master Plan shall include the following planning elements and as further provided in Schedule B:

- a. Definition of the public engagement process;
- b. Land Use Component;
- c. Circulation and Movement Component;
- d. Utilities Component;
- e. Environmental Remediation Component;
- f. Parks and Open Space Component;
- g. Implementation Plan; and
- h. Regulatory Plan

Upon adoption by the Parties, the TCAAP Master Plan shall be an element of the City's approved comprehensive plan, and the City shall take all necessary actions to conform zoning code provisions applicable to the TCAAP Site to the TCAAP Master Plan.

3.2.2 Implementation Authority. Except as otherwise provided under this Joint Agreement, the JDA shall apply the TCAAP Master Plan and serve as the "governing body" for purposes of the implementation of the applicable sections of Minnesota Statutes §§ 462.357 – 462.365 with reference to developer initiated requests pursuant to the RFP process for approval of the redevelopment of a Development Site. The TCAAP Master Plan shall incorporate the planning and zoning authority of the City authorized by Minnesota Statutes §§ 462.357-462.358 and implement that authority as follows:

- a. Provide for development phasing, taking into account market considerations as well as the financing and investment needs and capacity of County as the purchaser of the TCAAP Site, County's obligations to complete the County Remediation and County Site Clearance, and the financial commitment of the Parties for the Public Improvements.
- b. The use of planned unit development (PUD) authority to implement development of the permitted uses described in the Master Plan;
- c. Dedication of land for public rights of way, public and private utility easements and park dedication;

d. Subdivision of the TCAAP Site and the platting of parcels and lots consistent with the requirements of general law and the policies and procedures of the Ramsey County Recorder and Registrar of Titles;

e. The use of development agreements to embody the conditions of approval of development and the implementation of New Development on Development Sites;

3.2.3. Fees. The JDA is authorized to impose the customary fees used by City in its redevelopment activities. The JDA will develop a fee schedule and implement the fee schedule subsequent to approval by the Parties (Schedule D).

3.2.3.1. Pursuant to Minnesota Statutes Section 462.353, the JDA may prescribe fees sufficient to defray the costs incurred by it in reviewing and investigating an application for a permit or other approval required under an official control established pursuant to the TCAAP Master Plan and this Joint Agreement. The JDA may charge the applicant for direct costs relating to professional services provided during the review, approval and inspection of the proposed development and may require the applicant to establish an escrow account or other financial security for the purpose of reimbursing the JDA for those costs. Such fees or fee schedule must be established by resolution of the Board subsequent to approval by the Parties, and be fair, reasonable, and proportionate and have a nexus to the actual cost of the service for which the fee is imposed. The fee schedule shall contain the elements described at Schedule D.

3.2.3.2. The JDA may exercise the authority in Minnesota Statutes Chapter 444 to develop and implement the Public Improvements necessary to serve the New Development, including but not limited to implementing a system of charges authorized therein to develop and maintain the Public Improvements. Such authority may also be exercised by the City on behalf of the JDA if the Parties determine it is more appropriate to do so.

3.2.3.3. The JDA may exercise the authority in Minnesota Statutes Chapter 429 to specially assess for the Public Improvements necessary to serve the New Development. Such authority may also be exercised by the City on behalf of the JDA if the Parties determine it is more appropriate to do so.

3.2.4. RFP Process. The JDA will implement a developer RFP process to facilitate development of each Development Site. Upon recommendation by staff and consultants that the proposed development is in substantial conformance with the TCAAP Master Plan, the JDA will approve the respective project, and communicate its decision to the developer and the Parties.

3.2.5. Approval of Development Agreements. The JDA shall review and finally approve all development agreements for a Development Site which are consistent with the TCAAP Master Plan. The JDA shall develop a process for review of development applications which will include elements listed in Schedule C.

3.2.6. City and County Responsibilities. Upon approval of a development agreement, the Parties shall consider such approval and take all actions necessary to implement the approved development agreement.

3.2.6.1. County will take all actions necessary and convenient to sell the respective parcel of land with good and marketable title.

3.2.6.2. City will take all actions necessary to conduct and complete any additional approval process identified by the JDA as necessary or appropriate to implement the development agreement.

Section 3.3. Amendment of the TCAAP Master Plan. The Parties recognize that the passage of time, market forces and other applicable, but unforeseen events may require future amendments to the TCAAP Master Plan. Depending on the facts and issues relevant at that time, a proposed amendment could be either a major or minor amendment of the TCAAP Master Plan. In the event the Parties or the JDA believe that the TCAAP Master Plan should be amended to implement the New Development, such amendment shall be referred to the City and County for review and comment and for determination of whether the proposed amendment is a major or minor amendment.

3.3.1. Major Amendment. A major amendment is a proposed amendment which requires City to amend its comprehensive plan. If City finds that its comprehensive plan does not currently permit such amendment, City shall determine whether to amend its comprehensive plan with respect to the TCAAP Site to implement the proposed amendment, and consult with County on its decision. Thereafter, if City amends its comprehensive plan to implement the proposed amendment, the proposed amendment shall be considered by County. The TCAAP Master Plan as proposed to be amended shall be adopted upon County and City approval.

3.3.2. Minor Amendment. A minor amendment does not involve an amendment to City's comprehensive plan, but relates to issues including but not limited to the location of public infrastructure or public amenities proposed to serve a Development Site; a change in location or density within a Development Site or other similar modification deemed desirable by the JDA to implement the New Development. The JDA shall recommend such minor amendment to the Parties, and if approved by the Parties, the TCAAP Master Plan shall be modified consistent with the approved amendment.

Section 3.4. County Implementation Responsibilities. County will complete its obligations and responsibilities to assist in the implementation of the TCAAP Master Plan as described in this Section 3.4.

3.4.1. Acquisition of TCAAP Site. County will acquire the TCAAP Site and be responsible for completing the County Remediation within the time period established in the OTP. County will use its own resources and seek and obtain resources from other agencies and entities to fund the County Remediation. The County Remediation will take place in an orderly manner and will be pursued to completion pursuant to the OTP and the Lease. Subsequent to

acquisition of the TCAAP Site, County will complete an initial survey and plat of the TCAAP Site.

3.4.2. County Site Clearance. County is responsible for causing the County Site Clearance to take place, using its own resources and any other resources that may become available through the development process. County Site Clearance will take place in a phased, orderly manner, consistent with the TCAAP Master Plan. County may elect to expedite the County Site Clearance, and will use its good faith efforts to complete the County Site Clearance in accordance with the goals for the phasing and timing thereof set out in the TCAAP Master Plan, or upon agreement of the Parties if the Master Plan has not then been approved by the Parties.

3.4.3. County Public Improvements. County will construct the Spine Road at County expense and coordinate the relocation and installation of private utilities (the "County Public Improvements") with City's installation of trunk utilities as part of its allocated elements of the Public Improvements. The TCAAP Master Plan will provide further specificity as to the desired schedule and goals for completing the respective elements of the Public Improvements described therein.

3.4.3.1. County will not require City participation in County's annual maintenance plan for County Public Improvements on the TCAAP Site.

3.4.3.2. County shall be responsible for implementation of any proposed changes to the Groundwater Treatment Infrastructure required for the construction of City Improvements.

3.4.4. Off-site Transportation Improvements; Private Utilities. County has the responsibility for causing the off-site transportation improvements and associated private utilities element of the Public Improvements to be constructed. It is the Parties' intent that the Public Improvements be constructed in accordance with a desired schedule and goal for completion set forth in the TCAAP Master Plan, and that in all instances to be timely constructed and phased to provide adequate transportation facilities for the New Development as it occurs.

3.4.5. Maintenance Plan. County will develop and implement a maintenance plan for its elements of the Public Improvements.

3.4.6. County Remediation. County will complete the County Remediation as described in the OTP and Lease.

3.4.7. County Survey and Plat. County shall be responsible for the timely preparation of a survey and initial plat of the TCAAP Site for the implementation of the TCAAP Master Plan.

Section 3.5. City Implementation Responsibilities. City will complete its obligations and responsibilities to assist in the implementation of the TCAAP Master Plan as described in this Section 3.5 and this Agreement.

3.5.1. AUAR. City has the legal authority as the responsible governmental unit ("RGU") for the development of the AUAR. City will coordinate the results of the AUAR with the Market Study and City's comprehensive plan in order to develop the TCAAP Master Plan to guide the New Development as will be provided in the TCAAP Master Plan. City will exert its best efforts to complete the AUAR within eighteen (18) months of the effective date of this Joint Agreement, and to complete the TCAAP Master Plan within six (6) months of the adoption of the AUAR, but not later than twenty-four (24) months of the effective date of this Joint Agreement for completion of the AUAR and the Master Plan.

3.5.2. City Public Improvements. City has responsibility for the construction of the City Public Improvements. It is the Parties' intent that City and County Public Improvements, and Developer Installed Improvements are constructed in accordance with a schedule as set forth in TCAAP Master Plan in order that such improvements are timely constructed and phased to provide adequate utilities for the New Development as it occurs. However, unless otherwise agreed to by the Parties, the City will not construct the trunk and sub-trunk water mains, storm and sanitary sewer elements of the City Public Improvements unless the costs can be charged to a developer pursuant to the City's petition process.

3.5.3. Code Enforcement; Development Review Process. City has the legal authority and responsibility for building code enforcement on the TCAAP Site. City will assign staff to oversee the JDA development review process to assure development is in accordance with the development agreement approved by the JDA pursuant to the JDA development review process described in Schedule C. City's costs for oversight of the JDA review process and enforcement of approved development agreements will be reimbursed by the JDA from development fees described in Schedule D.

Section 3.6. Joint Responsibilities. The Parties will complete their joint obligations and responsibilities in a timely manner. Where determined by the Parties to be more appropriate, the authority necessary for the redevelopment of the TCAAP Site as provided in this Joint Agreement may be exercised by the more appropriate Party as determined by the Parties.

3.6.1. Legislative Authority. The Parties will jointly request legislative bonding authority or other financing for the off-site transportation improvements as agreed upon by the Parties, and other initiatives with the Legislature deemed necessary for implementation of the TCAAP Master Plan, including the construction of the County and City Public Improvements. The Parties shall agree on a reasonable allocation of such funds to the City and County Improvements.

3.6.2. Coordination of Public Improvements. The Parties will coordinate the timing of the Public Improvements which are their separate responsibility to facilitate the staged redevelopment of the TCAAP Site pursuant to the TCAAP Master Plan. Each Party, with review and comment by the other Party, may elect to construct public improvements in advance of any identification of a Development Site or Sites. The Parties shall determine whether land for public amenities such as parks and trails shall first be dedicated by the County, or dedicated by

developers as the New Development is implemented. The Parties will recover their costs when New Development takes place to the maximum extent feasible pursuant to Section 3.7.

Section 3.7. Cost Allocation; Cost Recovery. The Parties will be undertaking activities in support of the New Development and operations of the JDA which will require public financial investment. It is the intent of the Parties that their respective investment be recovered to the maximum extent feasible (respectively "County Investment" and "City Investment" as defined in Section 1.1). The Parties will determine the respective cost allocation for the Shared Public Improvements, including the storm water pond retention system currently considered a likely requirement for the New Development.

3.7.1. County Cost Recovery. The County will recover the County Investment for the acquisition of the TCAAP Site, County Site Clearance, County Remediation, County Public Improvements, Off-site Transportation Improvements and the operations of the JDA primarily through the sale of land on the TCAAP Site. Notwithstanding the schedule and goals stated in the TCAAP Master Plan, unless otherwise agreed to by the Parties, the County Public Improvements shall be constructed when a Development Site is approved by the JDA, sold by County to the selected Developer, and the selected Developer agrees to financially participate in the extension of the respective County Public Improvements.

3.7.2. City Cost Recovery. City shall recover the City Investment for the trunk utilities and sub-trunk utilities (serving a Development Site), elements of the City Public Improvements, and the preparation of the AUAR and TCAAP Master Plan.

3.7.2.1. City shall recover the City Investment for the trunk utilities and sub-trunk utilities when a Development Site is approved by the JDA, and the selected Developer agrees to financially participate in the extension of the respective City Public Improvements pursuant to City's petition process.

3.7.2.2. City shall recover the cost of the preparation of the AUAR and TCAAP Master Plan through a fee or surcharge on building permits or other approvals issued by City for the New Development as further described in Section 3.7.3 below.

3.7.2.3. Other City costs for serving Development Sites, including other public infrastructure such as parks, shall be recovered by City pursuant to a development fee structure as described at Schedule D. The development fees shall be imposed by the JDA on developers pursuant to approved development agreements; special assessments; and park dedication fees as may be necessary for a Development Site.

3.7.2.4. City shall retain all fees for services relating to building permit and code enforcement activities performed on the TCAAP Site, as well as park dedication fees imposed by the JDA.

3.7.2.5. Notwithstanding the schedule and goals stated in the TCAAP Master Plan, unless otherwise agreed to by the Parties, the trunk utility and sub-trunk utilities elements of the City Public Improvements serving a Development Site shall be constructed when

a Development Site is approved by the JDA, and the selected Developer agrees to financially participate in the extension of the respective City Public Improvements.

3.7.3. City Cost Recovery Formula. City shall develop an equitable formula for the purpose of recovering the City Investment for the cost of the preparation of the AUAR and TCAAP Master Plan. The formula shall be applied to a Development Site and may be determined by City as follows: (i) on a per acre basis of a Development Site compared to the developable acreage of the TCAAP Site; (ii) a per acre basis on classes of land uses on the TCAAP Site or a Development Site; (iii) the value of the proposed development on a Development Site; (iv) or other reasonable formula (the "Cost Recovery Formula"). The Cost Recovery Formula may be a fee or surcharge attached to the building permit or other approval issued by City for a Development Site, and collected by City as part of the building permit review process.

Section 3.8. Development Site Cost Recovery Process. The JDA shall impose the usual and customary development fees for a Development Site as provided in Section 3.2.3, and as described at Schedule D. Such fees shall be used by the JDA to pay the costs of the development review process; purchase services from the Parties or consultants necessary and convenient for the review of Development RFPs and applications for Development Sites; and the drafting of development agreements for a Development Site.

Section 3.9. Additional Cost Recovery. The Parties shall determine a reasonable method to distribute any funds generated by the redevelopment of the TCAAP site which are not specifically allocated as provided in this Section.

3.9.1. Non-Allocated Costs. Each Party shall be responsible for its respective costs and expenses not otherwise specifically allocated in this Joint Agreement, including but not limited to costs incurred in the preparation of this Joint Agreement, or costs for any other agreements or documents determined by the Parties to be necessary and convenient as the Parties move forward to implement this Joint Agreement.

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ARTICLE IV

LIABILITY

Section 4.1. Responsibility for Risks and Liabilities. Each Party shall be liable for its torts and the torts of its employees, agents and consultants in undertaking its respective individual responsibilities as described in this Joint Agreement. Notwithstanding any language to the contrary in this Joint Agreement, the Parties agree that liability arising out of the activities of the JDA and the Parties shall be subject to the requirements of Minnesota Statutes Section 471.59, subdivision 1b., as it may be amended.

Section 4.2. Insurance. The Parties intend that the JDA be insured for its tort liability and general liability as a joint powers board. The Parties shall coordinate the insurance coverage and carriers, and allocate such responsibility pursuant to advice from its carriers, or as determined by its self-insurance advisors as the case may be. The costs of insurance for the JDA shall be the responsibility of County. The JDA shall be insured as follows:

4.2.1. Comprehensive general liability insurance with limits against bodily injury and property damage of not less than \$1,500,000 for each occurrence.

4.2.1. Workers' Compensation insurance providing statutorily required coverage.

4.2.3. Each Party shall primarily insure its staff assigned to the JDA and be primarily liable for injuries to its employee(s) while performing duties on behalf of the JDA.

4.2.4. The Parties intend that to the extent JDA activities take place on property owned or controlled by a Party, the JDA shall assume primary liability for injuries or death to any person, or any property damage that may occur.

4.2.4. At such time as the JDA may be authorized by the Parties to hire and retain employees, the JDA shall procure insurance as required by this Article and become primarily liable for injuries to and the tort liability of such employees.

Section 4.3. Liability Insurance. Any costs for insurance by the Parties for their respective coverage as a member of the JDA shall be the responsibility of that Party. Each Party agrees that it shall, at its own expense, carry and maintain in full force and effect during the Initial Term and any Additional Term of this Joint Agreement (as Term and Additional Term are defined in Section 5.5 below) comprehensive public liability insurance, including personal injury liability coverage, in amounts which meet or exceed the maximum liability limits per claim or any number of claims per occurrence under Minnesota Statute Section 466.04, Laws of Minnesota 2012 or as thereafter amended, to address that Party's liability arising out of its respective activities under this Joint Agreement.

Section 4.4. Worker's Compensation Insurance. Each Party shall, at its own expense, obtain and maintain in full force and effect during the Initial Term and any Additional Term of this Joint Agreement worker's compensation insurance providing statutorily required coverage for any and all of its employees that it assigns to work for or on behalf of the JDA.

Section 4.5. Requirements. All insurance required by this Section shall be taken out and maintained in responsible insurance companies authorized under the laws of the State of Minnesota to assume the risks covered thereby. Upon request, each Party will deposit annually with the other party policies evidencing all such insurance or a certificate or certificates or binders of the respective insurers stating that such insurance is in full force and effect. Unless otherwise provided in this Article IV of this Joint Agreement, each policy shall contain a provision that the insurer shall not cancel or modify it in such a way as to reduce the coverage provided below the amounts required herein without giving written notice to the Parties at least thirty (30) days before the cancellation or modification becomes effective. In lieu of separate policies, a Party may maintain a single policy, blanket or umbrella policies, or a combination thereof, having the coverage required herein, in which event the Party shall deposit with the other Party a certificate or certificates of the respective insurers as to the amount of coverage in force.

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ARTICLE V

DEFAULT AND TERMINATION

Section 5.1. Events of Default Defined. The following shall be "Events of Default" under this Joint Agreement and the term "Event of Default" shall mean, whenever it is used in this Joint Agreement (unless the context otherwise provides), any failure by any Party to observe or perform any other covenant, condition, obligation or agreement on its part to be observed or performed hereunder, or under the terms of this Joint Agreement.

Section 5.2. Remedies on Default. Whenever any Event of Default referred to in Section 5.1 of this Joint Agreement occurs, the non-defaulting Party may exercise its rights under this Section 5.2 after providing thirty days written notice to the defaulting Party of the Event of Default, but only if the Event of Default has not been cured within said thirty days or, if the Event of Default is by its nature incurable within thirty days, the defaulting Party does not provide assurances reasonably satisfactory to the non-defaulting Party that the Event of Default will be cured and will be cured as soon as reasonably possible:

a. Suspend its performance under the Agreement until it receives assurances that the defaulting Party will cure its default and continue its performance under the Agreement.

b. Take whatever action, including legal, equitable or administrative action, which may appear necessary or desirable to collect any payments due under this Agreement, or to enforce performance and observance of any obligation, agreement, or covenant under this Agreement.

Section 5.3. No Remedy Exclusive. No remedy herein conferred upon or reserved to the Parties is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle a Party to exercise any remedy reserved to it, it shall not be necessary to give notice, other than such notice as may be required in this Article V.

Section 5.4. No Additional Waiver Implied by One Waiver. In the event any agreement contained in this Joint Agreement should be breached by either Party and thereafter waived by the other Party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

Section 5.5. Termination; Additional Term. Upon establishment of the JDA, this Joint Agreement may only be terminated by mutual agreement of the Parties prior to December 31, 2038 (the "Initial Term"). Thereafter, unless terminated by either Party (a "Terminating Party")

upon one calendar year prior notice (the "Notice of Termination"), the Joint Agreement shall automatically renew for a new term (or terms) of five (5) years (each an "Additional Term").

Section 5.6. City Option to Purchase Upon Termination. If County is the Terminating Party, City shall have the option to purchase any then undeveloped area of the TCAAP Site at the then fair market value of such land. The Parties may each exchange a certified appraisal of the value of such land, with the final fair market value to be determined by adding the two appraisal values together and dividing such figure in half (the "Land Option Value"). City shall have 180 days from the Notice of Termination within which to determine to exercise this option, and an additional 180 days thereafter to close on such sale.

5.6.1. County Public Improvements. If County has not yet completed any element of the County Public Improvements, the Parties shall determine the value of such work by securing two engineering estimates with the final value to be determined by adding the two values together and dividing such figure in half (the "County Improvements Option Value"). County shall pay such value to City within 180 days of closing on the sale of the remaining land on TCAAP Site, or provide such security or financing sufficient in the opinion of City to insure such County Public Improvements are completed in a timely manner. City at its sole option may determine to offset the Land Option Value against the County Public Improvements Option Value. County may determine to complete the remaining elements of the County Public Improvements, and provide reasonable assurances and such security or financing sufficient in the opinion of City to insure such County Public Improvements are completed in a timely manner.

Section 5.7. County Option Upon Termination. If City has not yet completed any element of the City Public Improvements for a Development Site or Sites approved by the JDA, the Parties shall determine the value of such work by securing two engineering estimates with the final value to be determined by adding the two values together and dividing such figure in half (the "City Public Improvements Option Value"). City shall pay such value to the County within 180 days of Notice of Termination. City may determine to complete the remaining elements of the City Public Improvements, and provide reasonable assurances and such security or financing sufficient in the opinion of County to insure such City Public Improvements are completed in a timely manner.

Section 5.8. Winding Up JDA Activities. In the event of termination, the JDA shall be dissolved upon each Party adopting a resolution terminating the Joint Agreement. In this event, the property of the JDA or its value, and any surplus moneys shall be disposed between the Parties pursuant to the Annual Contribution Ratio or as the Parties may otherwise agree. The Parties shall cooperate in good faith to wind down the activities of the JDA in an orderly manner to minimize loss of public assets and liability from such winding down.

5.8.1. Notwithstanding termination, powers of the JDA under this Joint Agreement shall continue to the extent necessary to:

- a. Continue operation of the JDA Board until all then pending applications for development of a Development Site have been reviewed and a final decision made;

b. The JDA can settle and wrap up its affairs, including discharge of any debt or liability associated with the operations pursuant to this Joint Agreement; and

c. Completion of the disposition and distribution of records, and of all property contributed to or otherwise acquired for activities pursuant to this Joint Agreement.

5.8.2. Upon termination, no property of the JDA shall be disposed of until payment or performance of all obligations arising out of this Joint Agreement is complete as provided in this Agreement.

5.8.3. Subsequent to termination, any future development on the TCAAP Site shall be considered by City pursuant to the applicable elements of the TCAAP Master Plan, as it may be amended in the sole discretion of City.

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ARTICLE VI

ADDITIONAL PROVISIONS

Section 6.1. Conflict of Interests. City and County, to the best of their respective knowledge, represent and agree that no official, or employee of the representing Party shall have any personal interest, direct or indirect, in this Joint Agreement, nor shall any such official, or employee participate in any decision relating to this Agreement which affects that persons personal interests or the interests of any corporation, partnership, or association in which the person is, directly or indirectly, interested.

Section 6.2. Equal Employment Opportunity. The Parties agree for themselves and their successors and assigns, that each will comply with all applicable federal, state, and local equal employment and non-discrimination laws and regulations.

Section 6.3. Data Practices; Open Meeting. The books, reports, and records of the JDA shall be available for and open to public inspection pursuant to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. The JDA shall conduct its meetings pursuant to the Open Meeting Law, Minnesota Statutes Chapter 13D.

Section 6.4. Titles of Articles and Sections. Any titles of the several parts, Articles, and Sections of this Joint Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 6.5. Notices and Demands. Except as otherwise expressly provided in this Joint Agreement, a notice, demand, or other communication under this Joint Agreement by either party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally; and

a. in the case of the County, is addressed to or delivered personally to the County, Attn: County Manager, Suite 250 Court House, 15 West Kellogg Boulevard, St. Paul, MN 55102;

b. in the case of the City, is addressed to or delivered personally to the City at City Hall, Attn: City Administrator, 1245 Highway 96 West, Arden Hills, MN 55112; or at such other address with respect to either such party as that party may, from time to time, designate in writing and forward to the other as provided in this Section.

Section 6.6. Severability. If any of the terms or provisions contained herein shall be declared to be invalid or unenforceable by a court of competent jurisdiction, then the remaining provisions and conditions of this Joint Agreement, or the application of such to persons or circumstances other than those to which it is declared invalid or unenforceable, shall not be affected thereby and shall remain in full force and effect and shall be valid and enforceable to the fullest extent permitted by law.

Section 6.7. Enforcement. In addition to any remedy available to the Parties in this Joint Agreement or under law, specific performance of the provisions of this Joint Agreement may be enforced against a Party by the other Party.

Section 6.8. Construction. This Joint Agreement shall be construed according to the laws of the State of Minnesota.

Section 6.9. Entire Agreement. Except as otherwise provided herein, the Joint Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and there are no other representations, warranties, or agreements except as herein provided.

Section 6.10. Counterparts. This Joint Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 6.11. Recording. Either party may record this Joint Agreement and, and any amendments thereto in the real estate records of Ramsey County at the Party's expense.

Section 6.12. Representations of the Parties. Each Party represents that it has the authority to enter into this Joint Agreement and carry out its respective obligations thereunder.

IN WITNESS WHEREOF, City and County have entered into this Joint Agreement as of the date first stated in the caption of this Joint Agreement.

(Signature pages to follow)

(Signature and acknowledgment page for Ramsey County)

COUNTY OF RAMSEY


Rafael Ortega, Chair
Ramsey County Board of Commissioners

Date: 12/12/2012

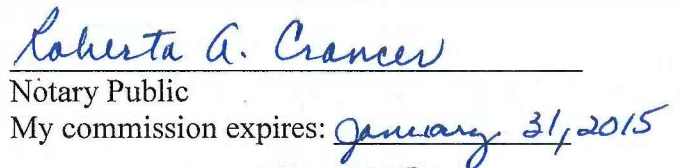

Bonnie Jackelen, Chief Clerk
Ramsey County Board of Commissioners

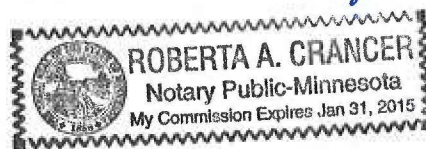
Date: 12/12/2012

ACKNOWLEDGEMENT

STATE OF MINNESOTA)
) ss:
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this 12th day of December, 2012 by Rafael Ortega and Bonnie Jackelen, the Chair and chief Clerk respectively of the Board of Ramsey County Commissioners, a political subdivision of the State of Minnesota on behalf of the County.


Notary Public
My commission expires: January 31, 2015



Approved as to form:


Assistant County Attorney

(Signature and acknowledgment page for Arden Hills)

CITY OF ARDEN HILLS, MINNESOTA

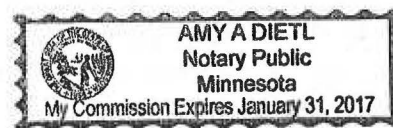
By David Grant
Its Mayor

By Patrick D. Klaers
Its City Administrator

STATE OF MINNESOTA)
) SS.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this December 17, 2012 by David Grant and Patrick Klaers, the Mayor and City Administrator, respectively, of the City of Arden Hills, Minnesota, on behalf of the City.

Amy A. Dietl
Notary Public



SCHEDULE A

Legal Description

That part of the Southwest Quarter of the Northwest Quarter of Section 9, Township 30 North, Range 23 West, Ramsey County, Minnesota, lying southerly of the following described line:

Commencing at a point on the north line of said Northwest Quarter of Section 9 distant fifty (50) feet westerly of the northeast corner of said Northwest Quarter; thence southerly along a line parallel with the east line of said Northwest Quarter a distance of 550.00 feet; thence westerly along a line parallel with the north line of said Northwest Quarter a distance of 1,425.22 feet to the point of beginning of the line to be described; thence southerly along a line parallel with the west line of said Northwest Quarter a distance of 1,235.00 feet; thence westerly along a line parallel with the north line of said Northwest Quarter a distance of 1,160.0 feet, more or less, to said west line of the Northwest Quarter, and said line there terminating.

And lying westerly of the following described line:

Commencing at the North Quarter corner of said Section 9; thence North 89 degrees 52 minutes 51 seconds West, assumed bearing, along the north line of said Northwest Quarter a distance of 50.00 feet; thence South 00 degrees 43 minutes 50 seconds East along a line parallel with the east line of said Northwest Quarter a distance of 550.00 feet; thence North 89 degrees 52 minutes 51 seconds West along a line parallel with the north line of said Northwest Quarter a distance of 1,425.22 feet to the point of beginning of the line to be described; thence South 00 degrees 33 minutes 53 seconds East along a line parallel with the west line of said Northwest Quarter a distance of 2,206.32 feet and said line there terminating

And lying easterly of the following described line:

Commencing at the west quarter corner of said Section 9; thence easterly on an azimuth of 90 degrees 01 minute 58 seconds along the east and west quarter line thereof and the boundary of Minnesota Department of Transportation Right of Way Plat No. 62-45, as the same is on file and of record in the office of the Registrar of Titles in and for said County, for 182.41 feet to Right of Way Boundary Corner B4406 and the point of beginning of the line to be described; thence on an azimuth of 359 degrees 18 minutes 09 seconds along the boundary of said plat for 5.78 feet to Right of Way Boundary Corner B7; thence on an azimuth of 359 degrees 25 minutes 22 seconds along the boundary of said plat for 850.31 feet to Right of Way Boundary Corner B6; thence continuing on said azimuth of 359 degrees 25 minutes 22 seconds, along the northerly extension of the last described boundary line, for 100.00 feet and said line there terminating.

Together with that part of BROOK LAND ACRES, Ramsey Co., Minn., and that part of the South Half of Section 9, Township 30 North, Range 23 West, Ramsey County, Minnesota, and

that part of Section 16, said Township 30 North, Range 23 West, EXCEPT the southerly 133.00 feet of said Section 16, all lying easterly of the following described line:

Commencing at the west quarter corner of said Section 9; thence easterly on an azimuth of 90 degrees 01 minute 58 seconds along the east and west quarter line thereof and the boundary of Minnesota Department of Transportation Right of Way Plat No. 62-44, as the same is on file and of record in the office of the County Recorder in and for said County, for 182.41 feet to Right of Way Boundary Corner B4406 and the point of beginning of the line to be described; thence on an azimuth of 179 degrees 18 minutes 09 seconds along the boundary of said plat for 1,176.34 feet to Right of Way Boundary Corner B1; thence on an azimuth of 160 degrees 23 minutes 53 seconds along the boundary of said plat for 771.62 feet to Right of Way Boundary Corner B2; thence on an azimuth of 179 degrees 18 minutes 09 seconds along the boundary of said plat for 140.00 feet to Right of Way Boundary Corner B3; thence on an azimuth of 218 degrees 11 minutes 13 seconds along the boundary of said plat for 398.25 feet to Right of Way Boundary Corner B4; thence on an azimuth of 179 degrees 18 minutes 09 seconds along the boundary of said plat for 287.49 feet to Right of Way Boundary Corner B4405 as shown on said Plat No. 62-44 also being Right of Way Boundary Corner B4405 as shown on Minnesota Department of Transportation Right of Way Plat No. 62-43 as the same is on file and of record in the office of the County Recorder in and for said County; thence on an azimuth of 179 degrees 18 minutes 09 seconds along the boundary of said Plat No. 62-43 for 18.24 feet to Right of Way Boundary Corner B1; thence on an azimuth of 166 degrees 27 minutes 32 seconds along the boundary of said plat for 1,951.24 feet to Right of Way Boundary Corner B2; thence on an azimuth of 144 degrees 50 minutes 10 seconds along the boundary of said plat for 774.66 feet to Right of Way Boundary Corner B3; thence southeasterly for 113.63 feet along the boundary of said plat on a circular curve, concave to the northeast, having a radius of 5,579.58 feet, a delta angle of 01 degree 10 minutes 01 second, and a chord azimuth of 144 degrees 15 minutes 10 seconds, to Right of Way Boundary Corner B4; thence southeasterly for 275.90 feet along the boundary of said plat on a compound curve, concave to the northeast, having a radius of 5,579.58 feet, a delta angle of 02 degrees 49 minutes 59 seconds, and a chord azimuth of 142 degrees 15 minutes 10 seconds, to Right of Way Boundary Corner B5; thence on an azimuth of 140 degrees 50 minutes 10 seconds along the boundary of said plat for 51.18 feet to Right of Way Boundary Corner B4306 as shown on said Plat No. 62-43 also being Right of Way Boundary Corner B4306 as shown on Minnesota Department of Transportation Right of Way Plat No. 62-42 as the same is on file and of record in the office of the County Recorder in and for said County; thence continue on an azimuth of 140 degrees 50 minutes 10 seconds along the boundary of said Plat No. 62-42 for 1,579.05 feet, more or less, to a point on said boundary line distant 1,310.00 feet northwesterly of Right of Way Boundary Corner B2 as shown on said Plat No. 62-42; thence leaving said boundary line on an azimuth of 135 degrees 16 minutes 13 seconds for a distance of 567.07 feet, more or less, to a point on a line lying 55 feet northeasterly of, as measured at right angles to, and parallel with said boundary line; thence on an azimuth of 140 degrees 50 minutes 10 seconds, along said parallel line, for a distance of 347.74 feet; thence leaving said parallel line on an azimuth of 124 degrees 28 minutes 44 seconds for a distance of 312.47 feet, more or less, to a point on a line lying 143 feet northeasterly of, as measured at right angles to, and parallel with said boundary line; thence on an azimuth of 140 degrees 50 minutes 10 seconds, along said parallel line, for a distance of 154.84 feet, more or less, to a point 45 feet northerly of, as measured at right angles to, the boundary line of said Plat No. 62-42 lying between Right of

Way Boundary Corners B2 and B3 as shown on said Plat No. 62-42; thence on an azimuth of 90 degrees 13 minutes 30 seconds for a distance of 1,192.96 feet, more or less, to a point on a line run northerly and perpendicular from the easterly extension of said boundary line from a point on said extended line distant 1,340.00 feet easterly of said Right of Way Boundary Corner B2 and said point on said perpendicular line being 30.00 feet northerly of said extended boundary line; thence on an azimuth of 179 degrees 30 minutes 16 seconds, along said perpendicular line, for a distance of 30.00 feet, more or less, to the northerly line of said southerly 133.00 feet of said Section 16, and said line there terminating.

And all lying westerly of the following described line:

Commencing at the north quarter corner of said Section 9; thence North 89 degrees 52 minutes 51 seconds West, along the north line of the Northwest Quarter of said Section 9, a distance of 50.00 feet; thence South 00 degrees 43 minutes 50 seconds East, along a line parallel with the east line of said Northwest Quarter, a distance of 550.00 feet; thence North 89 degrees 52 minutes 51 seconds West, along a line parallel with said north line of the Northwest Quarter, a distance of 1,425.22 feet to the point of beginning of the line to be described; thence South 00 degrees 33 minutes 53 seconds East, along a line parallel with the west line of said Northwest Quarter, a distance of 2,206.32 feet; thence South 18 degrees 39 minutes 57 seconds West a distance of 1,896.72 feet; thence South 82 degrees 05 minutes 01 second 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; thence South 83 degrees 27 minutes 05 seconds East a distance of 1,744.23 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 degree 30 minutes 22 seconds East a distance of 1,737.59 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 2,248.42 feet; thence South 00 degrees 02 minutes 56 seconds West a distance of 1,466.80 feet, more or less, to the south line of the Southeast Quarter of said Section 16 and said line there terminating.

EXCEPT that part thereof lying within a tract of land described as commencing at the southwest corner of said Section 9; thence North 00 degrees 45 minutes 09 seconds West, along the west line of said Section 9 a distance of 620.68 feet; thence North 89 degrees 18 minutes 06 seconds East a distance of 166.69 feet to the point of beginning of the tract of land to be described; thence continue North 89 degrees 18 minutes 06 seconds East a distance of 469.36 feet; thence South 01 degree 00 minutes 26 seconds West a distance of 67.70 feet; thence South 50 degrees 53 minutes 20 seconds West a distance of 458.87 feet; thence North 89 degrees 45 minutes 01 second West a distance of 94.10 feet; thence North 02 degrees 56 minutes 02 seconds West a distance of 351.49 feet to the point of beginning.

SCHEDULE B
Elements of TCAAP Master Plan

- A. Public Engagement Process. Prior to beginning work on the Master Plan, a public engagement process will be defined. Public engagement activities will occur throughout the master planning process and will be correlated to significant decision points. The public engagement process will include:
- a. Interactive participation by stakeholders
 - b. Community outreach and communication; and
 - c. Input from the development community.
- B. Land Use Component to include:
- a. Density, intensity, and use framework that is consistent with existing Mixed Business and Mixed Residential zoning;
 - b. Definition of development character including aesthetic, streetscape, and architecture themes; and
 - c. Identification of zoning district overlay categories.
- C. Circulation and Movement Component to include:
- a. Traffic study;
 - b. Location of spine road, major arterials, and collectors;
 - c. Pedestrian and bicycle circulation plan;
 - d. Street hierarchy including complete streets designations. Street hierarchy should be based on consideration of both land use and circulation;
 - e. Identification of significant development nodes;
 - f. Identification of transit opportunities;
 - g. Principles of bridge design to incorporate site-wide design features; and
 - h. Right-of-way management and maintenance policy.
 - i. City right-of-way
 - ii. County right-of-way
 - iii. Privately maintained right-of-way
- D. Utilities Component to include:
- a. Private utilities plan to include location of Xcel substation;
 - b. Water utility plan;
 - c. Sewer plan;
 - d. Stormwater plan to include consideration of regional or site-wide stormwater infrastructure; and
 - e. Renewable energy opportunities.
- E. Parks and Open Space Component to include:
- a. Park and open space plan shall include:
 - i. 20-acre central park;
 - ii. 4 2-acre neighborhood parks;
 - iii. Regional trail corridor;
 - iv. Reference to trail/pedestrian/bicycle circulation plan;
 - v. Cost estimate; and
 - vi. Park dedication policy.
 - b. Park and open space hierarchy to include general characteristics and use categories;

- i. Amenities
 - ii. Recreation options
 - iii. Design features
- c. Management and maintenance policy including consideration of whether park and open space is publicly or privately managed and maintained.
- F. Environmental Remediation Component to include:
 - a. Layer analysis of environmental features such as:
 - i. Soil types
 - ii. Topography
 - iii. Wetlands
 - iv. Contamination
 - b. Description and timetable of remediation process;
 - c. Description of how the remediation process is aligned to and affects the development process; and
 - d. Site-specific remediation policy including the following requirements:
 - i. Response Action Plan
 - ii. Timeline
 - iii. Action steps and implementation plan
 - iv. Letter of Completion
- G. Implementation Plan to include:
 - a. Identification of public improvements;
 - b. Cost estimate of public infrastructure;
 - c. Identification of financing options;
 - d. Identification of repayment mechanisms;
 - e. Public/private development phasing plan to align public infrastructure investments with private development;
 - f. Analysis of public maintenance costs; and
 - g. Analysis of public revenue compared to cost of public maintenance and services.
- H. Regulatory Plan to include:
 - a. Approval of zoning district overlays;
 - i. Design standards
 - ii. Massing
 - iii. Relationship with the street
 - iv. Setbacks
 - v. Parking
 - b. Landscaping and tree preservation plan;
 - c. Amenities in the right-of-way plan including gateway features;
 - d. Signage plan;
 - e. Lighting requirements;
 - f. Park dedication requirements based on policy;
 - g. Regulations on remediation policy enforcement;
 - h. Subdivision ordinance
 - i. Other regulations to support policies developed during the master planning process;
 - j. Definition of fees, escrows, and cost of review; and
 - k. Public hearing and notices requirements.

SCHEDULE C

JDA Developer Application Review Process

1. Site-specific traffic study
2. Land use site plan review including payment of fees and escrow
3. Site-specific plans for the following:
 - a. Lighting
 - b. Landscape and streetscape
 - c. Grading and erosion control
 - d. Architecture, design, and building elevations
 - e. Parking
 - f. Circulation
4. Site-specific Response Action Plan approved by the MPCA
5. Agreements on management and maintenance of infrastructure and right-of-way
6. Development agreements
7. Construction phasing plans
8. Preliminary and final platting
9. Surveys

SCHEDULE D

JDA Fee Schedule

(To be prepared by the JDA)

SCHEDULE E

Fiscal Agent

1. The Fiscal Agent services shall be provided by the County Finance Department. The Fiscal Agent shall:

- a. Be responsible for accounting, cash management, payment processing, preparing budgets, and financial reporting.
- b. Receive all funds of the JDA for deposit into and shall make disbursements from segregated JDA Accounts. The Fiscal Agent will manage the depository accounts with its primary bank, which as of the date of the JPA is US Bank.
- c. Maintain current and accurate records relating to JDA accounts.
- d. Account for all funds according to generally accepted accounting principles and County's usual accounting practices.
- e. Provide financial reports to the Board quarterly, unless the Board directs that reports be more often. The reports shall include statements of revenue and expenses costs and disbursements) and budget reports, accounts receivable, accounts payable, and information as described in the JPA with respect to the annual budget. The reports shall be provided directly to the Chair and Vice-Chair and also delivered to the Board.
- f. Disbursements and financial management shall be as provided in the JPA and with respect to cost recovery, as described in the JPA. The Fiscal Agent shall provide quarterly reports of disbursements relating to such cost recovery upon their occurrence directly to the County Manager and the JDA Board.
- g. Maintain all financial records and reports for a period of six (6) full fiscal years.
- h. Charge fees for service to the JDA, and the fees shall be paid in accordance with the annual budget, and shall be subject to cost recovery as provided in the JPA as an expense as provided in Section 2 of the JPA. The Fiscal Agent shall report to the County Manager and City Administrator and to the Chair.
- i. Conduct annual financial audits and special program audits will be conducted in accordance with the requirements of the State Auditor, Ramsey County policy, and the requirements of any agency providing funds for the activities of the JDA or as otherwise directed by the JDA Board. The results of such audits shall be reported timely to the County Manager and the JDA Board. Audit fees will be charged to the JDA as an expense of the JDA.

2. The term of the Parties' agreement regarding the engagement of the County as the Fiscal Agent shall be the same length as the term of the JPA and the termination process shall be as provided in the JPA for termination of the JDA.

3. The Parties shall use good faith to attempt to resolve by negotiation disputes relating to the Fiscal Agent and noncompliance with the requirements for the Fiscal Agent or the requirements of the Fiscal Agent with respect to the JDA, and upon agreement shall use any available dispute resolution process including mediation and arbitration and failing to negotiate or resolve the dispute by such means may elect to resolve the dispute by legal action. In the event the Fiscal Agent determines that there is a dispute relating to the Fiscal Agent, the Fiscal Agent shall report the existence of the dispute to the County Manager who shall update the JDA Board on the status of the dispute.
4. Changes to the scope of services and responsibilities of the Fiscal Agent shall be made by written agreement of the Parties, which shall be deemed an amendment of the JPA.
5. County shall not have any liability to City for acting as Fiscal Agent, and without limiting the liability of County as provided under the JPA as a Party, in its capacity as Fiscal Agent, County is not liable for management decisions of the JDA nor liable for cash shortfalls or any payments as a result of insufficient funds due to funding shortfalls of the JDA.