

RESOLUTION JB-2013-4

**RESOLUTION OF JOINT BOARD
APPROVING AND ADOPTING AMENDED BYLAWS AND
DESIGNATING REGULAR MEETING SCHEDULE**

WHEREAS, the State of Indiana and the Commonwealth of Kentucky have jointly undertaken a project to improve cross river mobility over the Ohio River between Louisville and Southern Indiana, authorized by the Federal Highway Administration in its revised Record of Decision dated June 20, 2012 (the "Project"); and

WHEREAS, the Indiana Finance Authority ("IFA") and the Indiana Department of Transportation ("INDOT") have been authorized to participate in the Project on behalf the State of Indiana, and the Kentucky Public Transportation Infrastructure Authority ("KPTIA") and the Kentucky Transportation Cabinet ("KYTC") have been authorized to participate in the Project on behalf of the Commonwealth of Kentucky; and

WHEREAS, IFA, INDOT, KPTIA and KYTC (collectively the "States' Parties" and each individually a "State's Party") have (together with the Louisville and Southern Indiana Bridges Authority) entered into a Bi-State Development Agreement effective December 17, 2012 (the "Development Agreement") as well as an Interlocal Cooperation Agreement for the Design, Procurement, Construction, Financing, Tolling, Operation and Maintenance for the Louisville-Southern Indiana Ohio River Bridges Project effective as of December 17, 2012 (the "Interlocal Agreement"); and

WHEREAS, the Development Agreement provides for certain ongoing activities to be performed by a Bi-State Management team, as described therein; and

WHEREAS, the Interlocal Agreement established this Joint Board, representing the States' Parties and constituted as provided in the Interlocal Agreement, and authorized the Joint Board to adopt and amend bylaws and other rules of governance from time to time, which bylaws and rules of governance shall be consistent with the Development Agreement and the Interlocal Agreement; and

WHEREAS, the Joint Board, by resolution dated April 12, 2013, approved and adopted its bylaws; and

WHEREAS, the Joint Board wishes to amend its bylaws in order to describe further the requirements for the authorization of action by a State's Party or States' Parties on behalf of the Joint Board and the States' Parties.

WHEREAS this Joint Board now wishes to establish a meeting schedule and to adopt its bylaws.

NOW, THEREFORE, be it resolved by the Joint Board, as follows:

1. The amended Bylaws of the Joint Board, in the form attached hereto as Exhibit A, are hereby approved and adopted and

2. The schedule of regular meetings, as prescribed in the Bylaws, is hereby established as set forth in Exhibit B hereto.

Dated this 5 day of September, 2013.

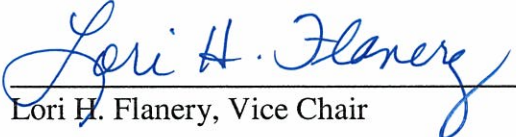
INDIANA FINANCE AUTHORITY

By: 
Kendra W. York, Public Finance Director
of the State of Indiana

INDIANA DEPARTMENT OF
TRANSPORTATION

By: 
Karl Browning, Commissioner

KENTUCKY PUBLIC TRANSPORTATION
INFRASTRUCTURE AUTHORITY

By: 
Lori H. Flanery, Vice Chair

KENTUCKY TRANSPORTATION CABINET

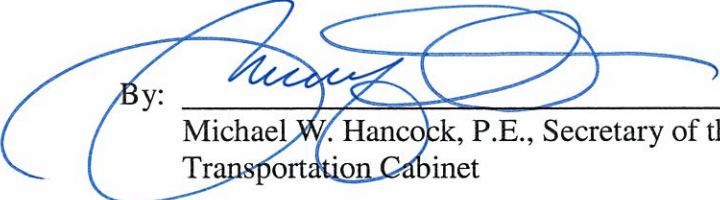
By: 
Michael W. Hancock, P.E., Secretary of the
Transportation Cabinet

EXHIBIT A

**BYLAWS OF JOINT BOARD FOR
LOUISVILLE-SOUTHERN INDIANA OHIO RIVER BRIDGES PROJECT**

ARTICLE I.

CREATION AND PURPOSES

1.1. The Joint Board ("Joint Board") for the Louisville-Southern Indiana Ohio River Bridges Project (the "Project") was created pursuant to the Interlocal Cooperation Agreement for the Design, Procurement, Construction, Financing, Tolling, Operation and Maintenance for the Louisville-Southern Indiana Ohio River Bridges Project, effective December 17, 2012, (the "Interlocal Agreement") by and among the Indiana Finance Authority ("IFA"), the Indiana Department of Transportation ("INDOT"), the Kentucky Public Transportation Infrastructure Authority ("KPTIA") and the Kentucky Transportation Cabinet ("KYTC") (individually a "Party", and collectively the "Parties"). The IFA and INDOT are referred to herein collectively as the "Indiana Parties", while KPTIA and KYTC are referred to herein collectively as the "Kentucky Parties", representing, respectively the State of Indiana and the Commonwealth of Kentucky to facilitate the joint undertaking of the Project by and on behalf of the State of Indiana and Commonwealth of Kentucky.

1.2. The Interlocal Agreement is an interlocal agreement under the Interlocal Cooperation Acts of each jurisdiction as described in Recital Q to the Interlocal Agreement.

1.3. Each of the Parties has contributed, shared, delegated and combined the powers and authority specified in the Interlocal Agreement to the Joint Board pursuant to the Interlocal Agreement, and intends that any and all such collective powers may be exercised on behalf of the Parties by the Joint Board or by any of the Parties as directed by the Joint Board as described more fully herein.

1.4. The Parties intend that the collective powers described in 1.3 above include all powers which are useful, necessary, or appropriate for the development, procurement, design, construction, financing, tolling, operation and maintenance of the Project as more fully described in the Interlocal Agreement and in the Bi-State Development Agreement, among the Parties and the Louisville-Southern Indiana Bridges Authority, effective as of December 17, 2012 (the "Development Agreement").

1.5. Section 3.03 of the Interlocal Agreement states that the rules of governance of the Joint Board shall be established in Bylaws adopted and amended from time to time by the Joint Board in a manner consistent with the Interlocal Agreement and the Development Agreement. These Bylaws constitute the official Bylaws of the Joint Board, and were adopted by the Joint Board on April 12, 2013, and amended on May 13, 2013.

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ARTICLE II.

MEMBERS

2.1. As established by Section 3.01 of the Interlocal Agreement, the Joint Board has four (4) members, as follows:

- Chairman of KPTIA
- Public Finance Director of the State of Indiana, as representative of the IFA
- Secretary of KYTC
- Commissioner of INDOT

2.2. Each of the aforementioned members may designate another person to serve as a member of the Joint Board in his or her stead from time to time in accordance with this Article. While so designated, such designee is a member for purposes of these Bylaws.

2.3. Each such designation shall be made in writing to the other members of the Joint Board at or prior to the time of meeting or other action for which the designation has been made.

2.4. The writing shall specify the name of the designee and the period and purpose for which such designation has been made.

2.5. A designation may be revoked by writing delivered to the other members of the Joint Board, any known designees of such members and such designee.

2.6. A "writing" shall mean any written communication, including emails or other electronic communication, or posting on official website used by the Joint Board.

2.7. In the event that any of the positions identified in 2.1 above become vacant without a valid designation prior to such vacancy, or no longer exists, the Party represented thereby shall communicate the identity of a replacement member by writing delivered to other members of the Joint Board within 10 days of the vacancy.

ARTICLE III.

MEETINGS; ACTIONS

3.1. The Joint Board shall establish and make publicly available a schedule of regular meetings by the end of each calendar year for the next calendar year. Regular meetings shall occur no less frequently than quarterly.

3.2. Special meetings of the Joint Board shall be held by petition of any two members representing each of the states. Such petition must demand a special meeting and specify the purpose or purposes for which the meeting is to be held, as well as the location, date and time of the meeting, which date and time shall be not sooner than 72 hours after the delivery of the petition and in accordance with applicable open meetings laws.

3.3. Members may participate in a regular or special meeting in person or by video teleconference by which all members participating may simultaneously hear and see each other during the meeting; provided that at least two members must be physically present in the location noticed for the meeting. Any member so participating by such alternative means is considered to be present in person at the meeting. Closed meetings may not be held by video teleconference.

3.4. All regular or special meetings of the Joint Board must be conducted in accordance with the applicable "open door" or "public meeting" requirements of each state as applicable to the Parties. Notice of regular or special meetings must be provided in compliance with the applicable "open door" or "public meeting" requirements of the Parties under applicable laws of both states. The Joint Board shall make publicly available a memorandum summarizing applicable state laws for purposes of this section.

3.5. The locations of regular meetings shall be alternated as appropriate between Indiana and Kentucky.

3.6. Notice to a member of any meeting may be waived in writing by any member before or after the date and time of the meeting, if the waiver is signed by the member and delivered to the Joint Board for inclusion in the minutes or filing with the Joint Board's records. A member's attendance at a meeting (a) waives objection to lack of notice or defective notice of the meeting, unless the member at the beginning of the meeting objects to holding the meeting or transacting business at the meeting, and (b) waives any valid objection to consideration of a particular matter at the meeting that is not within the purposes described in the meeting notice, unless the member objects to considering the matter when the matter is presented.

Each member shall be entitled to vote on each matter voted on by the members. If one individual represents multiple members he/she shall be entitled to vote on each matter separately for each of them.

A majority of the members in office when action is taken, but in no event fewer than three (3) members, shall be necessary to constitute a quorum for the transaction of any business at a meeting of the Joint Board. If a quorum is present when a vote is taken, the affirmative vote of at least three (3) members shall be the act of the Joint Board.

3.7. Members of the Joint Board shall alternate responsibility for the conduct of meetings in such manner and for such time periods as the Joint Board approves by resolution.

3.8. The Joint Board will establish rules and procedures, by resolution, for the conduct of executive sessions by application of the applicable laws of all member entities.

ARTICLE IV.

EXERCISE OF SHARED POWERS OF PARTIES

4.1. The Joint Board may exercise any of the powers delegated, shared, contributed or combined under the Interlocal Agreement, and particularly as set forth in Article 7 thereof, pursuant to resolution adopted by the members, as described in Article 3 above.

- 4.2. A resolution authorizing the exercise of any such powers shall specify
- The source or sources of such powers or authority and that such powers or authority are within the scope of the Interlocal Agreement,
 - The applicable procedures to be followed in the exercise of such authority or powers by reference to applicable state law,
 - The Party or Parties to be responsible for the exercise of such powers or authority on behalf of the Joint Board, if the powers or authority are not to be exercised by the Joint Board for itself and the Parties,
 - Conditions or limitations, if any, under which such powers or authority may be exercised (as further specified in Article 6 below),
 - A requirement for approval of an action by the Joint Board, if desired, prior to the final exercise of any delegated authority or powers.

4.3. No authorization or delegation of powers or authority under this article may be irrevocable, and all such delegations or authorizations are subject to modification, revocation and termination.

4.4. When the Joint Board designates, by resolution, one or more Parties to undertake an action on its behalf (hereinafter a "Contracting Party"), it does so on behalf of the Parties, and any actions so authorized shall be undertaken on behalf of the Parties.

ARTICLE V.

BUDGETS, FINANCES, STAFFING AND SUPPLIES

5.1 The Joint Board shall have no employees and shall cause all of the activities it is authorized to undertake to be done by the employees or staff of member entities of the Joint Board, by contractors of the Joint Board, or by contractors of member entities of the Joint Board. Therefore, the Joint Board will have no separate operational budget, nor shall it own property. As provided in Article VI of these by-laws, the Joint Board shall cause the Contracting Party and Non-Contracting Parties for each action authorized to be undertaken on its behalf to establish budgets, staffing requirements and resources, financing provisions and the provision of such property or supplies which may be required in connection with the delegated tasks.

ARTICLE VI.

AUTHORIZATION OF ACTION ON BEHALF OF JOINT BOARD

6.1. The Joint Board may exercise any of the powers delegated, shared, contributed, or combined under the Interlocal Agreement through a consultant, agent, or other person, including one or more of the Parties, as authorized in Article 4 of the Interlocal Agreement, pursuant to a resolution adopted by the members, as prescribed in Article 3 above. Such actions may include,

without limitation, solicitation and selection of contractors or vendors, execution of written contracts and other documents entered into on behalf of the Joint Board and the Parties, and administration and oversight of contracts.

6.2. When the Joint Board preliminarily authorizes a Contracting Party to act on its behalf subject to final approval by the Joint Board of such proposed action or actions, the Joint Board shall grant such preliminary authorization through a resolution or other written action that shall:

(a) Set forth the rights and responsibilities of the Contracting Party with respect to the authorized action, including management of any procurement and/or the resulting contract;

(b) Designate those representatives (either by name or reference to position) of the other Parties (“Non-Contracting Parties”) who shall be responsible for working with the Contracting Party in the implementation of the authorized actions, including management of the procurement and the resulting contract, as well as the rights and responsibilities of such representatives;

(c) Identify and allocate costs and liabilities to specific Parties for the implementation and management of the action being authorized;

(d) Prescribe the methods of payment and funding of the payment of third party costs with respect to an authorized action;

(e) Provide for staffing of responsibilities with respect to the authorized actions; and

(f) Establish guidelines for reporting to the Joint Board and the States’ Parties.

6.3. The Joint Board shall grant final approval of any proposed action or actions preliminarily authorized pursuant to Section 6.2 above, including the outcome of any authorized procurement process, through a resolution or other written action.

6.4. Actions authorized by the Joint Board shall be the responsibility of the designated Contracting Party and those Non-Contracting Parties specified in or by such final approval, and any authorized contract or agreement pursuant to an authorizing resolution of the Joint Board shall be binding on each Party to the extent and in the manner set forth by or in such final approval.

6.5. Unless otherwise specifically provided in the authorizing resolution, all costs of actions authorized to be taken on behalf of the Joint Board pursuant to this Article 6 shall be shared on a 50%/50% basis between the Indiana Parties and the Kentucky Parties.

6.6. Any resolution authorizing action by a Contracting Party pursuant to this Article 6 that involves the procurement of goods or services on behalf of the Joint Board and the Parties shall be subject to the following requirements:

(a) The Contracting Party shall share with the Non-Contracting Parties any information reasonably necessary to allow the Non-Contracting Parties to participate in, monitor and evaluate the procurement process, including any request for proposals, bidder information and proposals, contract documents, and requests for contract modifications or change orders. The Contracting Party shall allow the Non-contracting Parties equal representation on any evaluation committees used in awarding a contract to a third party contractor. The members of the evaluation committee shall follow the procurement process of the Contracting Party.

(b) Unless otherwise specifically provided in the authorizing resolution, the Contracting Party shall either (i) consult with and obtain the written consent of all Non-Contracting Parties, or (ii) obtain the consent of the Joint Board, before agreeing to any contract modification or change order.

(c) Unless otherwise stated in the resolution authorizing the procurement, the Contracting Party shall use the statutorily defined procurement process for its state in procuring goods or services from third party contractors.

(d) The Contracting Party shall be primarily responsible for administering and overseeing any contract authorized by a resolution adopted pursuant to this Article 6. This shall include providing any staffing resources necessary to perform this oversight responsibility. The Contracting Party shall share with the Non-Contracting Parties such information as is reasonably necessary to allow the Non-Contracting Parties to monitor and evaluate the performance of the third party contractor, to raise any concerns or questions with the Contracting Party, and to seek the resolution of any disputes.

6.7. Any dispute among the Parties regarding action taken by a Contracting Party pursuant to this Article 6 shall be resolved in accordance with the dispute resolution procedures in Section 16.6 of the Development Agreement.

ARTICLE VII.

MISCELLANEOUS

7.1. Amendments. These Bylaws may be amended, supplemented or modified by resolution of the Joint Board; provided that no such amendment, supplement or modification may be contrary to or outside the scope of the Interlocal Agreement and the Development Agreement.

7.2. Records. The Joint Board shall designate recordkeeping responsibilities and related administrative responsibilities to a Party with the consent of that Party. Records of the Joint Board are subject to applicable public records acts of both Indiana and Kentucky.

7.3. Website. The Joint Board shall maintain a website containing its public records, including a record of its proceedings, minutes of meetings, agendas of meetings, notices of meetings, records pertaining to or giving notice of designation of members, except those materials which may be excluded under public records laws, as determined by resolution of the Joint Board. The website shall provide for access by the public with respect to public records

materials, as well as limited access to members, Parties or representatives of or advisors to the Parties or the Joint Board for non-public confidential, deliberative or preliminary materials. The Joint Board may use the established Project website for these purposes, if its members so choose.

EXHIBIT B

**MEETING SCHEDULE OF JOINT BOARD FOR
LOUISVILLE-SOUTHERN INDIANA OHIO RIVER BRIDGES PROJECT**

Unless otherwise changed by agreement of the members, the Joint Board for the Louisville-Southern Indiana Ohio River Bridges Project shall meet at 1:00 on the 4th Tuesday of the 1st month of each quarter. Meetings shall take place in compliance with Article III of the Joint Board By-Laws. The meetings through the end of the year 2014 are as follows:

September 5, 2013 at 10:00 at Sheraton Louisville Riverside Hotel, 700 West Riverside Drive, Jeffersonville, IN 47130

October 22, 2013 at 10:00 at KYTC District 5, 8310 Westport Road, Louisville, KY 40242

January 28, 2014 at 10:00 Location to be determined

April 22, 2014 at 10:00 at KYTC District 5, 8310 Westport Road, Louisville, KY 40242

July 22, 2014 at 10:00 Location to be determined

