

**AMENDED AND RESTATED  
JOINT POWERS AGREEMENT  
FOR THE NORTH TRUNK HIGHWAY 65 CORRIDOR COALITION**

This Amended and Restated Joint Powers Agreement is made and entered into as of the date specified below. The parties to this agreement are governmental units of the State of Minnesota. This agreement is made and entered into pursuant to Minnesota Statutes, 2004, Section 471.59.

**WITNESSETH:**

**WHEREAS**, the governmental units all of whom directly border on or are in close proximity to Trunk Highway 65 (TH65), hereby agree to form the North Trunk Highway 65 Corridor Coalition,

**WHEREAS**, the Coalition will commence a collaborative effort to address transportation and community planning issues associated with the improvement and expansion of the TH 65 corridor by:

1. Identifying, discussing and addressing transportation needs, including transit, transportation safety and efficacy for transportation improvements;;
2. Identifying, discussing and addressing other physical and community planning issue affected by said improvements; and
3. Addressing other issues that respective members deem appropriate.

**WHEREAS**, the Coalition desires to utilize this strategic alliance to assist in marketing and guiding development along the TH 65 Corridor; and

**WHEREAS**, the success of this collaborative effort will be dependent upon having access to adequate resources to comprehensively research and address the critical issues that impact TH 65; and

**NOW THEREFORE**, on the basis of the premises and the mutual covenants hereinafter set forth, the parties hereto agree as follows:

**ARTICLE I.**  
**VISION STATEMENT**

The general purpose of this agreement is to create an organization through which the members that are parties to this Agreement may jointly and cooperatively plan for and maximize the opportunities for sub-regional transportation and transit development, quality growth and diversification along TH 65 through a system of collaboration, pursuant to Minnesota Statutes, 2004, Section 471.59.

**ARTICLE II.**  
**ORGANIZATIONAL GOALS**

The goal of the Organization shall be to: Work cooperatively with transportation, transit and other agencies in planning for transportation improvements including connecting State and County roadways, mass transit needs, and other infrastructure improvements along TH 65 to plan for future development along the corridor.

**ARTICLE III.**  
**DEFINITIONS**

For purposes of this agreement the terms defined in this Article have the meanings given them.

- Section 1.     **“Administrative Representative”** means the person who is responsible for daily administration of the affairs of the coalition.
- Section 2.     **“Agreement”** means this Amended and Restated Agreement.
- Section 3.     **“Board”** means the Board of Directors created by Article VII.
- Section 4.     **“Representative”** means a representative or alternate representative appointed under Article V of this agreement.
- Section 5.     **“Governing body”** means the City Council of a city, the Town Board of a township and the County Board of a county.
- Section 6.     **“Governmental unit”** means a county, a home rule city, a statutory city, or a township.
- Section 7.     **“Member”** means a governmental unit that is a party to this agreement and is in compliance with and in good standing under this agreement and the bylaws.

Section 8. **“The North Trunk Highway 65 Corridor Coalition”** means the organization established by this agreement and is hereinafter referred to as the “Coalition.”

**ARTICLE IV.  
MEMBERSHIP**

Section 1. Any governmental unit bordering or in close proximity to T.H. 65 north of the intersection of Highway 10, is eligible to be a member of the Coalition.

Section 2. A governmental unit desiring to be a member of the Coalition may apply to do so by delivering a resolution and or approved minutes of its governing body authorizing execution of this Agreement, along with an executed copy of this Agreement, to the Administrative Representative- of the Coalition The Coalition once formed, shall approve admission of members and may approve or disapprove the admission of any other government unit. Approval must be by a majority vote of the, Representatives present at a regular or special meeting, which approval may impose reasonable conditions on the admission of such members and establish procedures for the removal of a member for cause.

Section 4. The Board may recommend the creation of a Non-voting Membership category open to private persons or entities subject to limitations contained in Minnesota Statutes, 2004, Section 471.59, if any, with provisions for participation in discussion of governance-decisions as may be agreed to by the Members as expressed in the Bylaws. The creation of a Non-voting Membership category shall not become effective until approved by a majority of the Representatives present at a regular or special meeting of the Coalition.

**ARTICLE V.  
MEMBERSHIP**

Section 1. The Coalition shall be governed by its Members through appointed representatives. Each member of the Coalition shall have one vote, which shall be made by its representative. A member shall have one (1) representative position and one (1) alternate representative.

- a) Unless otherwise specified by resolution of the governing body, the representative and alternate representative of a city member shall be an elected official. Each representative has one vote. The alternate representative may attend meetings and may vote in the absence of a representative.
- b) Unless otherwise specified by resolution of the governing town board, the representative and alternate representative of a township shall be a town board member. Each has one vote. The alternate may attend meetings and may vote in the absence of a representative.
- c) Unless otherwise specified by resolution of the governing county board, the representative of a county shall be a county board member. Each representative has one vote. The alternate representative may attend meetings and may vote in the absence of a representative.

Section 2. Representatives serve until their respective successors are appointed and qualified.

Section 3. A representative may be removed at any time, with or without cause, by resolution of the governing body making the appointment. The resolution removing the representative must be filed with the Administrative Representative.

Section 4. A vacancy of a representative is filled in the same manner that the appointment of a representative is made.

Section 5. A representative may not vote if the Board determines that the member represented by the representative is not in compliance with this agreement or if the representative has been removed from his/her representative position.

**ARTICLE VI.  
MEETINGS OF THE COALITION**

Section 1. The Board must conduct an annual meeting of the Coalition at a date and place specified in its bylaws and/or notice for the purpose of electing Representatives to serve on the Board of Directors and to undertake such other business as may properly come before it. If the date and place specified in a notice is different than specified in the by-laws, the notice shall be sent to all Representatives at a minimum of 30 days prior to the annual meeting date. The Board may provide for a schedule of regular meetings

Section 2. Either Co-Chair may call a special meeting of the Coalition. The Administrative Representative shall call a special meeting of the Coalition upon written request of five (5) representatives . Notice of a special meeting must be sent to all Representatives no fewer than fifteen (15) days prior to the special meeting. Business at special meetings is limited to matters contained in the notice of the special meeting.

**ARTICLE VII.**

**BOARD OF DIRECTORS /OFFICERS/POWERS: COMMITTEES**

Section 1. The Board of Directors of the Coalition shall consist of two Co-Chairs, , a Secretary, a Treasurer and one at large representative of the Coalition, each elected for a term of one year by the Representatives at the organizational meeting at the annual meeting. The Board may designate a representative to act as a Board member in the absence of any Board member. The Administrative Representative shall be an ex-officio non-voting member of the Board of Directors.

Section 2. The Co-Chairs shall preside at meetings of the Board and Coalition and shall serve as spokespersons for the Coalition. A Co-Chair shall preside at meetings of the Board and Coalition and serve as needed in the absence of the other Co-Chair. The Secretary shall record the minutes of the meetings. The Treasurer shall sign vouchers or orders disbursing funds. The Administrative Representative is responsible for records of proceedings of the board and the Coalition, the funds and financial records of the Coalition, and such other matters as may be delegated by the board.

Section 3. The Administrative Representative and the Treasurer must sign vouchers or orders disbursing funds of the North Highway 65 Corridor Coalition. Disbursement will be made in the method prescribed by law for statutory cities.

Section 4. The Coalition may in its by-laws provide for and define the duties of such other officers as it determines necessary from time to time.

Section 5. The Coalition may in its by-laws provide for such committees as it determines necessary from time to time.

Section 6. Notwithstanding the provisions in Article VIII, the Board shall have the authority to enter into contracts and/or expend funds when the value of each such

contract or expenditure is less than \$5,000.00 and the expenditures are within the Coalition's approved budget.

- Section 7. Take action between meetings to further the goals of the organization, consistent with direction identified by the members.
- Section 8. To the extent that it is feasible, membership of the Board shall be geographically balanced.
- Section 9. The Board of Directors may establish dates and times for its regular meetings, which shall be sent to all Representatives. Either Co-Chair may call a special meeting of the Board on its own initiative, and shall call a special meeting upon written request of three or more members of the Board. Notice of a special meeting must be sent to all members of the Board of Directors and to all representatives no fewer than five (5) days prior to the special meeting. Business at special meetings is limited to matters contained in the notice of the special meeting.

**ARTICLE VIII.  
POWERS AND DUTIES**

- Section 1. The Coalition may take such actions, as it deems necessary and convenient to accomplish the general purposes of this agreement. A member community shall retain the right to specifically approve proposed improvements in its community.
- Section 2. The Coalition may:
- a) Enter into contracts to carry out its powers and duties;
  - b) Purchase and hold personal property and accounts;
  - c) Contract for space, commodities or personal services with a member or group of members;
  - d) Accept gifts, apply for and use grants or loans of money or other property from the state, the United States of America, from other governmental and non-governmental units, and may enter into agreements in connection therewith, hold, use and dispose of such money or property in accordance with the terms of the gift, grant, loan or agreement relating thereto;

e) Within the jurisdictional areas of operation of the parties:

1. Collect and analyze data,
2. Develop strategic recommendations, and
3. Implement marketing programs for the purpose of economic development and retention of existing businesses.

Section 3. The North Highway 65 Corridor Coalition may purchase liability insurance to insure against liability of the organization and its constituent members.

Section 4. Forty percent (40%) of the membership present at a regular or special meeting of the Coalition shall constitute a quorum. An affirmative vote of a majority of the Representatives present shall be required for approval of any matter.

## **ARTICLE IX. FINANCIAL MATTERS**

Section 1. The fiscal year of the North Highway 65 Corridor Coalition is the calendar year.

Section 2. The Board shall adopt an annual budget for each year prior to August 1 of the preceding year except for the year 2016. For the year 2016, the budget shall be adopted by February 28, , 2016. The board will give an opportunity to each member to comment or object to the proposed budget before adoption. Notice of the adopted budget must be sent promptly thereafter to the chief administrative officer of each Coalition member. The budget for any year except 2016 is deemed approved by each member unless, prior to November 1st of the preceding year, a member gives written notice to the Administrative Representative that the member is withdrawing at the end of the year as provided in the Agreement.

Section 3. Operational costs shall be shared. Each member shall pay an annual fee as established by the adoption of a resolution by a majority of Representatives at a meeting or special meeting of the Coalition. Except for 2016, the Board shall allocate the dues among members and notify the members each year by December 1st. The Board may annually review the membership fee and make recommendations to the Coalition to adjust the fees. Changes to the fees shall not become effective until approved by the Coalition at a regular or special meeting called for that purpose, and the Governing Bodies of the members pursuant to the following procedure: When approved by the Coalition, a notice

of the change in fees shall be sent to the governing body of each member. The notice shall state that the governing body shall provide written notice of the approval/disapproval within 60 days of the notice. The notice shall further provide that the approval/disapproval of the fee change will be based upon an affirmative vote of the majority of the members timely responding to the notice.

Section 4. Membership dues for members joining the organization after the beginning of the budget year shall be assessed a fee comparable to similar current members and shall be included in the calculation outlined in Section 3 in subsequent years.

Section 5. Coalition membership dues are due and payable no later than January 31 of the fiscal year. In the event of a dispute as to the amount of a billing a member must nevertheless make payment as billed to preserve membership status. The member may make payment subject to its right to dispute the bill and exercise any remedies available to it. Failure to pay a billing within 60 days results in suspension of voting privileges of the member director. Failure to pay a billing within 120 days is grounds for termination of membership. Termination of membership for failure to pay a billing does not terminate the obligation of that member to pay the amount due.

#### **ARTICLE X. WITHDRAWAL**

Section 1. A member may withdraw from the Coalition no later than November 1 in any year. The notice shall be accompanied by a certified copy of a resolution adopted by the governing body of that member authorizing its withdrawal from membership. The withdrawal is effective at the end of the calendar year in which notice is given.

Section 2. The withdrawal or termination of a member does not affect that member's obligation to pay fees, charges or contractual charges incurred prior to withdrawal.

#### **ARTICLE XI. DISSOLUTION**



- Section 1. Dissolution is mandatory when the Administrative Representative has received certified copies of resolutions adopted by the governing bodies of two-thirds of the members of the Coalition in good standing requesting dissolution of the Coalition.
- Section 2. In the event of dissolution, the board must determine the measures necessary to affect the dissolution and must provide for the taking of such measures as promptly as circumstances permit, subject to the provisions of this agreement and law.
- Section 3. In the event of dissolution, following the payment of all outstanding obligations, assets of the Coalition will be distributed among the then existing members in direct proportion to their cumulative annual membership contributions. If those obligations exceed the assets of Coalition, the net deficit of the Coalition will be charged to and paid by the then existing members in direct proportion to the operational cost formula set forth in Article IX. Section 3 herein.

**ARTICLE XII.  
EFFECTIVE DATE; DURATION**

- Section 1. After approval by the Coalition, the Administrative Representative shall send a copy of this Amended and Restated Agreement to the Governing Bodies of the members, along with a notice. The notice shall state that the governing body shall provide written notice of the approval/disapproval of the Amended and Restated Agreement to the Administrative Representative within 60 days of the notice. The notice shall further provide that the approval/disapproval of the Amended and Restated Agreement will be based upon a vote of the majority of the governing bodies timely responding to the notice. Approval or disapproval of the Amended and Restated Agreement may be in the form of a resolution or motion adopted by the governing body of the member.
- Section 2. This agreement shall remain in effect until such time as the Coalition shall agree to dissolve said agreement in accordance with Article XI of this Agreement.

**ARTICLE XIII.  
ANNUAL REPORT**

The Coalition seeks the following outcomes and annually will measure success against stated goals to determine whether the Coalition should continue as a Joint Powers effort.

Section 1. Transportation and transit infrastructure improvements resulting in improved service, business growth and labor availability.

Section 2. Adoption of operating policies and framework so that goals and objectives of organization can be achieved.

**ARTICLE XIV.  
AMENDED AND RESTATED BYLAWS**

Upon approval of this Amended and Restated Agreement, the Board shall prepare Amended and Restated Bylaws consistent with this Agreement and other changes deemed necessary. Included in the Amended and Restated Bylaws shall be provisions for alternative methods of voting by electronic means consistent with applicable law. The Board shall then call a special meeting of the Coalition for the purpose of reviewing, amending and approving the amended and restated bylaws. The Amended and Restated bylaws shall become effective upon a majority vote of the Representatives present.

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**IN WITNESS WHEREOF**, the undersigned governmental unit has caused this agreement to be executed by its duly authorized officers and delivered on its behalf.

\_\_\_\_\_  
**(name of governmental unit)**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_

**APPROVED AS TO FORM:**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_