

**JOINT POWERS AGREEMENT  
ESTABLISHING THE  
NORTHSTAR CORRIDOR DEVELOPMENT AUTHORITY**

HAVEN R-4-97

THIS AGREEMENT, is entered into by and between the undersigned Counties, Regional Railroad Authorities, Cities, and Townships, all being governmental units of the State of Minnesota, pursuant to the authority contained in the Minn. Statutes § §471.59 and 398A.04, subd. 9.

**RECITALS**

**WHEREAS**, Trunk Highway 10 (TH10) from Minneapolis to St. Cloud is a transportation corridor in the fastest growing area in the State of Minnesota and such growth has created significant transportation, safety and land use issues; and

**WHEREAS**, there are opportunities for a variety of multi-modal transportation improvements in the TH10 corridor, including highway improvements, commuter and freight rail, multi use paths and Intelligent Transportation Systems (ITS); and

**WHEREAS**, TH10 serves as a primary link between the Twin Cities metropolitan area and the communities in the corridor from Minneapolis, north along TH47 north to TH10 northwest to St. Cloud; and

**WHEREAS**, such communities wish to collaboratively plan for multi-modal transportation improvements to the corridor and for the related land use and development impacts.

NOW, THEREFORE, in consideration of the mutual promises and benefits that each party shall derive here from, the parties agree as follows:

**ARTICLE I. PURPOSE**

The purpose of the parties in entering into this Agreement is to analyze the feasibility and environmental impacts of integrated transportation improvements along the Highway 10 corridor, including highway improvements, commuter and freight rail, recreational trails, ITS, safety and related land use issues. The method of accomplishing the purpose of this Agreement is the establishment of a joint powers board to provide a mechanism whereby the parties can jointly address the need for enhanced transportation along the corridor, congestion relief, decreased traveling time, and systematic land use and development planning.

**ARTICLE II JOINT POWERS BOARD MEMBERS AND TERM**

The government units that are eligible to participate in this joint powers agreement include:

Anoka County Regional Railroad Authority

Hennepin County Regional Railroad Authority

St. Cloud/Stearns County Regional Railroad Authority

Sherburne County Regional Railroad Authority

County of Anoka

County of Hennepin

County of Sherburne

County of Benton

City of Elk River	County of Stearns
City of Big Lake	City Of Anoka
City of Clear Lake	City of Coon Rapids
City of St. Cloud	City of Blaine
City of Becker	City of Sartell
City of Fridley	City of Sauk Rapids
City of Spring Lake Park	City of Ramsey
City of Columbia Heights	Becker Township
City of Minneapolis	Clear LakeTownship
City of Rice	Haven Township
Sauk Rapids Township	Watab Township
Langola Township	Big Lake Township

Additional governmental units may be eligible to participate if approved by the Authority. The terms and conditions of this Agreement shall be effective as to an eligible participant when the Agreement has been executed by the duly authorized representatives of that party. This Agreement shall commence when it has been duly executed by Anoka County and Sherburne County or their respective railroad authorities and shall continue until terminated as provided herein.

### **ARTICLE III. JOINT POWERS BOARD**

#### **Section 1: Establishment and Composition.**

The parties hereby establish a joint powers board to be known as the Northstar Corridor Development Authority ("Authority") to jointly exercise such powers and authorities as are necessary to achieve its purposes and fulfill its duties as provided for in Article IV, subject to the terms and conditions of this Agreement. The Authority shall consist of one elected official each from the member governmental units. Each member shall be entitled to one vote. In the absence of the appointed elected official at the meeting, the alternate appointed pursuant to Article VI, Section 1 may exercise the voting rights of the member. This Agreement defines and establishes the structure and procedures of the Authority, the responsibilities and powers of the Authority, and the relationship between the Authority and the member governmental units.

### **ARTICLE IV. DUTIES OF THE AUTHORITY**

The duties of the Authority shall include the following:

- A. The Authority shall receive and manage ISTEA grant funding in accordance with all applicable rules, regulations and other requirements by the Federal Transit Administration.
- B. The Authority shall assess the need for and analyze the feasibility of multi modal transportation improvements in the Corridor. including highway improvements, commuter and freight rail, recreational trails, ITS, safety and related land use issues.

- C. The Authority shall establish such advisory committees and task forces as needed for the purpose of receiving public input and shall identify appropriate interested parties, and develop guidelines for public participation.
- D. The Authority shall conduct environmental evaluations, as required by law.
- E. The Authority shall coordinate its activities as necessary with Burlington Northern Railroad, the Minnesota Department of Transportation, affected airports, the Metropolitan Council, the St. Cloud Planning Organization, and other necessary entities.
- F. The Authority shall prepare reports addressing implementation issues, including but not limited to ownership, operation, construction, start-up and financing. The Authority shall also prepare a report addressing the on-going implementation responsibilities of the Authority, if any, and shall make recommendations regarding the composition, powers and duties of the Authority for implementation.

## ARTICLE V. POWERS OF THE AUTHORITY

### Section 1: General Powers.

The Authority is hereby authorized to exercise such powers as are necessary and proper to fulfill its purpose and perform its duties. Such powers shall include those specific powers enumerated in Section 2 of this Article. The Authority may refer decisions for approval by the governing bodies of its member governmental units. The Authority shall not have the power -to levy property taxes nor the power to issue bonds.

Section 2: Specific Powers.

- A. The Authority shall adopt an annual budget, together with a statement of the sources of funding and an estimate of the proportion of such amounts required of each governmental unit, in accordance with the provisions set forth in Article VII.
- B. The Authority may enter into any contract necessary or proper for the exercise of its powers or the fulfillment of its duties and enforce such contracts to the extent available in equity or at law. The Authority may approve any contract relating to this Agreement up to the amount approved in the annual budget, and may authorize the Chair of the Authority to execute those contracts. No payment on any invoice for services performed by a consultant or any other person or organization providing services in connection with this Agreement shall be authorized unless approved by the Executive Committee.
- C. The Authority may provide for the employment, discipline or discharge of personnel required to accomplish the purpose of the Agreement.
- D. The Authority may disburse funds in a manner which is consistent with the method provided by law for the disbursement of funds by counties, as well as any federal or State requirements.
- E. The Authority shall have the power to adopt such by-laws that it may deem necessary or desirable for the conduct of this business of the Authority. Such by-laws shall be consistent with this Agreement and any applicable laws or regulations and shall address the requirements for a quorum of the Authority.
- F. The Authority may apply for and accept gifts, grants or loans of money, other property or assistance from the United States Government, the State of Minnesota, or any person, association or agency for any of its purposes; enter into any agreement in connection

therewith; and hold, use and dispose of such money, other property to the parties and assistance in accordance with the terms of this gift, grant or loan relating thereto.

- G. The Authority may hold such property as may be required to accomplish the purposes of this Agreement and upon termination of this Agreement, make distribution of such property as is provided for in this Agreement.
- H. The Authority may purchase insurance as is deemed advisable and may take action to enforce its rights in equity or in law.

### Section 3: Exercise of Powers.

All powers granted herein shall be exercised by the Authority in accordance with the legal requirements applicable to counties. In accordance with Minn. Stat. § 471.59, subd. 3, the purchasing and contracting requirements of the county selected pursuant to Article VII, Section 4 shall apply to the Authority.

## ARTICLE VI. STRUCTURE AND PROCEDURES

### Section 1: Terms.

- A. Each member governmental unit shall appoint a representative and alternate, by resolution, to serve on the Authority for the period commencing with the execution of the Agreement until January 15, 1998. The representative must be an elected official of the governmental unit. The alternate may be an elected official or a staff person.
- B. Each representative and alternate shall be appointed for two year terms, beginning January 15, by resolution of the appointing governing body. In the event that any

representative or alternate shall not have been appointed by January 15 in any year, the incumbent representative shall serve until a successor has been appointed. Removal of any representative or alternate during the term for which the representative has been appointed may be done at any time but shall be done only by resolution of the appointing governing body. Resolutions of any governing body under this section shall be filed at the Office of Administration, Anoka County Courthouse, Anoka, Minnesota.

### Section 2: Chair and Vice Chair.

The Authority shall elect a Chair and Vice Chair from its membership at its first regular meeting. The Chair and Vice Chair shall be elected by the Authority from its membership for a two year term. The Chair shall preside at all meetings of the Authority, may establish such subcommittees as may be needed from time to time and shall perform other duties and functions as may be determined by the Authority. The Vice Chair shall preside over and act for the Authority during the absence of the Chair. The Vice Chair shall also perform the duties and functions of the Treasurer as provided for in the by-laws. If both the Chair and Vice Chair are absent, the Authority may elect a temporary chair to conduct its business, provided a quorum is present.

### Section 3: Executive Committee.

The Authority shall establish an Executive Committee of the Authority consisting of five members and alternates, including one representative from a city,

a town, a county and a regional railroad authority, as well as the Chair of the Authority. In establishing the Executive Committee, the Authority shall consider geographic balance in the representation on the Committee. The Executive Committee shall be responsible for approving invoices within approved contract amounts, addressing personnel issues and performing such other duties as set forth in the Authority's bylaws.

Section 4: Staff.

Each member governmental unit may provide staff support to the Authority, subject to the approval of the member governmental unit.

Section 5: Vacancies.

If an appointment of any representative or alternate is vacated before the end of the term, the vacancy shall be filled by appointment by the appropriate appointing governing body. Vacancies shall be filled within thirty (30) days of their occurrence. A vacancy shall be deemed to have occurred when any of the conditions specified in Minn. Stat. § 351.02 exist, or if a representative fails to qualify or act as an elected official.

Section 6: Meetings.

An initial organizational meeting of the Authority shall be held at the Sherburne County Courthouse, on May 1, 1997, at 4:30 p.m. Thereafter, the Authority shall meet at regular

meetings at such times and places as the Authority shall establish in its bylaws. Special meetings may be held on reasonable notice by the Chair or any two representatives upon terms and conditions as the Authority may determine.

## ARTICLE VII, FUNDING

### Section 1: Initial Funding.

It is understood by the parties that the activities and duties of the Authority are to be funded primarily by grant monies from the United States Government, the State of Minnesota or any other association or agency. Nevertheless, the member counties and regional railroad authorities agree to contribute funding, if necessary, for the start-up administrative expenses of the Board (to the extent not covered by grant funds). The member counties and regional railroad authorities will establish an initial budget and agree to the allocation of any necessary initial contributions.

Each member county and regional railroad authority shall pay its appropriate initial contribution to the county acting as fiscal agent of the Authority within 30 days of execution of this Agreement.

### Section 2: Ongoing Administrative Expenses.

A. By July 1 of each year, the Authority shall adopt an annual administrative budget for the following calendar year, and shall determine the amount of contribution, if any, by each

member. The budget and the resulting assessments shall be approved by a two-thirds majority of the Authority. Any excess funds in the administrative budget remaining at the end of the fiscal year shall be carried forward in such manner as to reduce proportionately each member's contribution for the following fiscal year.

B. If the Authority incurs any expenses as a result of a claim for damages, the expenses and any damages paid shall be assessed against each member in the same proportion as the assessments described in paragraph A above, as applicable.

### Section 3: Time of Payment.

Except for the initial contribution, all assessments made under the provisions of this Article shall be paid by each member by January 1 of each year unless the member has withdrawn pursuant to Article VIII.

### Section 4: Budgeting and Accounting Services.

The Authority may contract with one of its member counties to provide any and all budgeting and accounting services necessary or convenient for the Authority. Such services shall include, but not be limited to: management of all funds, including county contributions and grant monies; payment for contracted services; and relevant bookkeeping and recordkeeping. The contracting and purchasing requirements of the County so selected shall apply to transactions of the Authority. Such County shall identify the staff person to work as liaison with the Authority.

Section 5: Accountability for Funds.

All funds shall be accounted for according to generally acceptable accounting principles. A report on all receipts and disbursements shall be forwarded to the Authority on an annual basis. The members have the authority to request reports pertaining to any and all budgeting and accounting services. All interest earned from established Authority funds shall be credited back to that same fund.

**ARTICLE VIII. WITHDRAWAL AND TERMINATION**

Section 1: Withdrawal.

Any party may withdraw from this Agreement upon the following conditions: a) giving 90 days written notice to the Authority, and b) showing that all amounts due and owing pursuant to Article VII, Section 1 and 2, have been paid. Notice shall be a certified copy of a resolution of its governing body indicating its intent to withdraw from this Agreement. Upon receipt of the resolution, the Chair of the Authority shall forward a copy of the resolution to each of the members. In the event of withdrawal by any member body, this Agreement shall remain in full force and effect as to all remaining member bodies.

Section 2: Effect of Withdrawal.

Withdrawal by any member shall not terminate this Agreement except as provided in

Section 3, herein. Withdrawal shall not act to discharge any liability incurred or chargeable to any member before the effective date of withdrawal. Such liability shall continue until appropriately discharged by law or agreement. No member shall be entitled to a refund of assessments paid, or forgiveness of such assessments owed, to the Authority.

Section 3: Termination.

This Agreement shall terminate upon the occurrence of any one of the following events:

- A. When members withdraw pursuant to Section 1 so that, in the judgment of the Authority, it becomes impractical or uneconomical to continue.
- B. When necessitated by operation of law or as a result of a decision by a court of competent jurisdiction.
- C. When a majority of the parties agree, by resolution adopted by the respective governing bodies, to terminate this Agreement.
- D. When a majority of the Authority agree to terminate this Agreement because:
  - 1) no grant funds from outside sources were received or 2) all duties or activities of the Authority pursuant to this Agreement and any grant agreements have been completed.

Section 4: Effect of Termination.

Termination shall not discharge any liability incurred by the Authority or by the members during the term of this Agreement. The Authority shall continue to operate after the

date of termination only for the purpose of winding up its business and for aiding in the prosecution and defense of claims. Property or surplus money acquired by the Authority shall be distributed to the members in proportion to contributions of the members. The Authority shall approve a final report of its activities and affairs and, on the expiration of thirty (30) days therefrom, shall cease to exist.

## **ARTICLE IX, MISCELLANEOUS**

### **Section 1: Amendments.**

This Agreement may be amended by agreement of a majority of the parties as evidenced by resolutions adopted by the respective governing bodies. Article VII, Section 2 and Article VIII, Sections 1 and 2 may be amended only by unanimous agreement of the parties.

### **Section 2: Records, Accounts and Reports.**

The Authority shall establish and maintain such funds and accounts as may be required by good accounting practices. The books and records of the Authority shall be subject to the provisions of Minn. Stat. Chapter 13, the Minnesota Government Data Practices Act, and Minn. Stat. § 16B.04. The Authority, within one hundred and twenty (120) days after the close of each fiscal year, which shall be January 1 to December 31, shall give a complete written report of all financial activities for such fiscal year to the parties.

### **Section 3: Counterparts.**

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

Section 4: Severability.

The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of the Agreement is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of this Agreement.

Section 5: Alternative Dispute Resolution.

In the event of a dispute arising under this Agreement, the parties and the Authority agree to attempt to resolve their dispute by following the process described below:

- A. A party shall provide written notice to the Authority describing perceived conflict, positions and underlying reasons.
- B. The Authority or member shall provide written response to notice with 7 days of receipt of notice.
- C. The parties shall meet within 14 days of receipt of response with a neutral facilitator. The neutral facilitator will be a representative from the Minnesota Office of Dispute Resolution.
- D. At the first meeting, the neutral facilitator will assist the parties in identifying the appropriate parties and participants in the dispute resolution process, their concerns, a meeting agenda and design for any subsequent meetings. The parties shall agree on a process for resolving the problem that would involve additional negotiations, mediation or arbitration.
- E. In developing the process, the parties will be guided by the following

principles:

- 1) The parties will attempt in good faith to reach a negotiated settlement.
- 2) The parties agree that there must be fair representation of the parties directly involved in the dispute.
- 3) The parties will use legal proceedings as a last resort.
- 4) In the event the parties are unable to resolve the dispute, each party retains all rights, remedies or defenses it had prior to entering the process.

F. The parties will report to the Authority within 60 days of their first meeting on the resolution of the dispute or a recommendation to commence legal proceedings.

**IN WITNESS WHEREOF**, the parties to this Agreement have hereunto set

their hands on the date written below:

Passed and adopted by the Township of Haven, Sherburne County, Minnesota, this \_\_\_\_\_ day of \_\_\_\_\_, 1997.

  
\_\_\_\_\_

Chair

ATTEST:

  
\_\_\_\_\_

Clerk