

**JOINT POWERS AGREEMENT BETWEEN GOVERNMENTAL UNITS  
IN THE ST. CLOUD URBAN AND URBANIZING AREA**

**ARTICLE I  
ESTABLISHMENT**

Pursuant to the authority contained in Section 471.59 of Minnesota Statutes, be it resolved that the undersigned Governmental Units in the St. Cloud urban and urbanizing area do hereby establish a joint body entitled the St. Cloud Area Planning Organization.

**ARTICLE II  
PURPOSE**

The general purpose for this joint body is to fulfill the requirements of 23 United States Code ("U.S.C.") Section 134, 23 Code of Federal Regulations ("CFR") Part 450 Subpart C, and 49 U.S.C. Section 5303 regarding the statutory and policy requirements of a Metropolitan Planning Organization ("MPO") in carrying out a continuing, cooperative, and comprehensive multimodal transportation planning process and other related tasks regarding surface transportation planning and programming. In addition, the joint body may also coordinate planning on select issues transcending jurisdictional boundaries, as determined by its Policy Board. The joint body shall achieve its purpose in a manner that is cooperative, fair, and mutually beneficial to its members. Constructive dialogue on issues will be facilitated through constant, cooperative intergovernmental communication.

**ARTICLE III  
DEFINITION OF TERMS**

**SECTION 1. Governmental Unit:** A Governmental Unit means the State of Minnesota, a County, City, Township, federally recognized Indian Tribe, or other political subdivision of the United States.

**SECTION 2. Agency Unit:** An Agency Unit is an agency, department, organization, council, commission, business, or other body that is not a Governmental Unit. An Agency Unit may be a department, agency, or other agent of a Governmental Unit, such as a city transit commission, a pollution control agency, a public safety commission, a department of public health, etc.

**SECTION 3. Party:** Party means a Governmental Unit which approves this agreement.

**SECTION 4. APO:** APO means the organization created pursuant to this agreement, which will be formally known as the "St. Cloud Area Planning Organization."

## **ARTICLE IV ORGANIZATION**

**SECTION 1. Governmental Unit Membership:** The Governmental Unit membership of the APO shall consist of Parties to this agreement.

**SECTION 2. New Governmental Unit Membership:** Any Governmental Unit not a Party to this agreement that is within the Planning Area of the APO, as defined in Article VI, may become a Party upon its approval of this Joint Powers Agreement. A Governmental Unit that is outside the Planning Area of the APO may become a Party to this agreement upon a majority vote of the total Policy Board voting representatives present at a duly called meeting noticed for such purpose, and upon its approval of this Joint Powers Agreement.

**SECTION 3. Agency Unit Membership:** The APO Policy Board may, by majority vote of the total Policy Board voting representatives present at a duly called meeting noticed for such purpose, approve either the voting or non-voting membership of one or more Agency Units to assist the Policy Board in the achievement of its powers and duties as defined in Article V.

**SECTION 4. Policy Board Representatives:** The Policy Board is the decision-making body of the APO. Each Governmental Unit, with the exception of the City of St. Cloud, shall appoint one representative to the Policy Board which must be an elected official. The City of St. Cloud shall appoint three representatives to the Policy Board, all of which must be elected officials. Agency Unit Members shall each appoint one representative to the Policy Board which must be a member of the Agency Unit's governing body or a top-level management staff member such as a Director, Executive Director, Chief Executive Officer, President, Vice-President, Chief Operating Officer, etc.

**SECTION 5. Representation on Taxation or Other Special Assessment Issues:** In the event that the Policy Board proposes action on taxation or other special assessment issues affecting Parties to the agreement

other than Counties, Party representation on the Policy Board shall be changed to a population basis. For these issues, Party representation on the Policy Board shall be based on the Party's percentage of total current assessable population within the planning area of the APO, as defined in Article VI. The Party's percentage shall be considered representative votes available to the Party. Fractions of representative votes so determined shall be rounded to the nearest whole representative vote. The following conditions apply:

- The intent of this section is to establish a definitive procedure, based on a one-person-one-vote principle, when the APO is proposing action on taxation or special assessments levied only on the tax base of Cities and Townships within the planning area of the APO.
- Counties are considered unaffected by these issues, accordingly, they will not be afforded representative votes.
- Since these issues are metropolitan in scope, Governmental Units not a Party to this agreement, that are within the planning area of the APO, shall be afforded representative votes based on their population.
- Since Non-Party Members are not identified by population and do not represent any Governmental Unit, they shall not be afforded representative votes on these issues.
- A Governmental Unit has the discretion to sub-allocate their resulting representative votes in any manner they desire.
- Each Governmental Unit shall cast their representative votes in resolution form at a duly called Policy Board meeting noticed for such purpose.
- An eighty percent (80%) affirmative vote shall be required for these issues.
- This population-based representation shall only apply to taxation or other special assessment issues. Following deliberation on these issues APO representation shall revert back to that defined in Article IV, Section 4.

**SECTION 6. Advisory Committees:** The Policy Board may, by majority vote of the total Policy Board voting representatives present at a duly called meeting noticed for such purpose, approve the formation of one or more advisory committees to assist the Policy Board in the achievement of its purpose and the completion of its duties, as defined in Article V.

**SECTION 7. Procedures:** Operating procedures of the Policy Board shall be governed by bylaws approved by sixty-six percent (66%) of its total voting representatives. Bylaws may only be approved or amended at a duly called meeting noticed for such purpose.

## **ARTICLE V POWERS AND DUTIES OF THE APO**

The powers and duties of the APO shall include, but will not necessarily be limited to, the following:

1. To fulfill the Federal requirements of an MPO as set forth in Federal statutes and regulations; and
2. To coordinate long-range planning on select issues transcending jurisdictional boundaries; and
3. To develop and recommend policies, ordinances, regulations, and other actions which will promote orderly development consistent with APO planning; and
4. To develop and keep current a Metropolitan Transportation Plan for the St. Cloud urban and urbanizing area; and
5. To conduct such public hearings as may be required for the drafting, adoption and maintenance of the Metropolitan Transportation Plan; and
6. To keep Governmental Units and the general public informed and advised on all matters relative to transportation planning, programming and funding; and
7. To develop and keep current a multi-year Transportation Improvement Program for the Parties, consistent with Federal and State programs, policies and requirements; and
8. To apply for and receive State and Federal funds and/or grants or gifts to accomplish APO planning and planning related activities; and

9. To provide technical assistance to member Governmental Units for the development of local plans consistent with APO plans; and
10. To perform other duties which may be lawfully assigned and which may be germane to APO planning activities; and
11. To employ personnel, retain consultants, acquire and maintain property located at 1040 County Road 4, within the City of St. Cloud, and to incur indebtedness needed for acquisition of said property, request and receive financial support from member governmental units, hold and disburse funds, and to make contracts as necessary to accomplish planning and planning related activities; and
12. To strictly account for all funds and to report annually on all receipts and disbursements; and
13. To assist member governmental units in obtaining grants for projects related to APO planning activities.

In addition, the APO may take on additional responsibilities. As a regional planning body, the APO has in place a regional cooperative decision-making process that may serve well for other regional issues. The APO will define within their bylaws a process for taking on additional responsibilities.

## **ARTICLE VI PLANNING AREA**

The Planning Area shall include, at a minimum, the U.S. Census defined urban area for Saint Cloud, Minnesota, and any additional geographic area which is deemed necessary by the Policy Board to carry out the powers and duties as herein provided. This area shall not necessarily be limited to the jurisdictional boundaries of Parties to this agreement. The Planning Area may be adjusted at any time by a majority vote of the total Policy Board voting representatives present at a duly called meeting noticed for such purpose. At a minimum, the Planning Area shall be reviewed and approved by the Policy Board following the re-designation of urban areas by the U.S. Census Bureau after each decennial census.

## **ARTICLE VII STAFF**

**SECTION 1. Executive Director:** The APO shall have an Executive Director who shall be responsible for the facilitation, conduct, and

administration of the Powers and Duties of the APO as defined in Article V. The Executive Director shall be appointed or terminated upon an affirmative vote of the majority of the voting representatives present at a duly called meeting noticed for such purpose.

**SECTION 2. Additional Staff:** The APO may employ such personnel, as it deems necessary to exercise its powers, duties and functions. The Policy Board, subject to the laws of the State of Minnesota, shall determine and approve the creation or elimination of staff positions and the pay range of each position. The Executive Director shall be responsible for the management of said staff. The Executive Director may delegate specific duties to staff members as necessary.

**SECTION 3. Use of Party Resources:** Nothing herein shall be deemed to prohibit the APO from using, through contractual agreement, the staff resources of Parties to this agreement or other Agency Units to assist the APO in its functions.

## **ARTICLE VIII FINANCIAL MATTERS**

**SECTION 1. Assessments:** Parties to this agreement shall be required to provide financial support for the operations of the APO, in the form of assessments, on a per capita basis. Assessments shall be adopted annually by the APO no later than August for the following calendar year work program. Said assessments shall be payable as hereinafter provided:

- A. Assessments shall be invoiced by the APO in two equal installments due and payable on January 15<sup>th</sup> and July 15<sup>th</sup> of each year.
- B. In the event assessments are unpaid by any Party for a period of sixty (60) days beyond their due date, then, and in such event, the Policy Board representatives from such Party shall have no right to vote in the business of the APO.
- C. In the event a sum greater than the annual assessment is required to carry out the business of the APO the Policy Board representatives may by a five-sixths (5/6) vote increase assessments to all Parties in proportions deemed to be fair and equitable for the sums required, provided that no Party's assessment increases to a greater proportion than forty percent

(40%) of the original assessment as herein provided without the Party's consent being first obtained.

- a. Said assessment shall be due and payable within ninety (90) days following an affirmative vote therefore.
- b. In the event assessments are unpaid by any Party within sixty (60) days, then, and in such event, the APO representatives from such Party shall have no right to vote in the business of the APO.

**SECTION 2. Taxation:** Parties to this agreement may, through Policy Board representation, as defined in Article IV, Section 7, for business deemed necessary and appropriate for the APO to carry out, petition for special legislation to levy a tax on the tax base of all City and Township Governmental Units, as defined in Article III, Section 1, within the planning area of the APO.

**SECTION 3. Liability:** Liability of the Parties for the debts and obligations of the APO incurred as a result of the proper exercise of said powers as herein granted shall be apportioned to the Parties in the same ratio as their respective financial assessments to the APO unless otherwise mutually agreed upon by the Parties.

## **ARTICLE IX DURATION OF AGREEMENT**

**SECTION 1. Dissolution:** This Agreement shall have no specific time limit. The APO may be dissolved and this Agreement terminated by the joint action of five-sixth (5/6) of the Parties hereto. Upon termination, all available APO funds and assets shall be disbursed to the Parties in proportion to contribution made by them to the APO.

**SECTION 2. Withdrawal:** Any Party or Member may withdraw from the APO upon six (6) months written notice to the APO of its intention to do so. Withdrawal shall not entitle the withdrawing Party or Member to reimbursement of any funds made by it to the APO during the time it was a Party or Member. However, the withdrawal of any Party to this agreement that results in less than seventy-five percent (75%) of the urban area population being represented on the Policy Board may only be done so under the terms stipulated in Section 1 of this Article.

## **ARTICLE X AMENDMENTS**

**SECTION 1.** Amendments: The Joint Powers Agreement may be amended only upon a sixty-six (66%) percent vote of the total voting representatives present at a duly called meeting noticed for such purpose.

**SECTION 2.** Recording Amendments: All amendments shall be recorded by date with clearly identified changes and permanently appended to this agreement in an appendix.

## **ARTICLE XI SEVERABILITY**

If any portion of this Agreement is found to be void, unenforceable or unconstitutional, or any combination of these, by a court of competent jurisdiction the remaining portions of this Agreement shall remain in effect.

**IN WITNESS WHEREOF**, the Parties hereto have duly executed this Agreement by their proper officer or representative.



**JOINT POWERS AGREEMENT BETWEEN GOVERNMENTAL UNITS  
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**Execution**

Benton County, Minnesota has read and agreed to, on the date indicated below, the Joint Powers Agreement establishing the Saint Cloud Area Planning Organization.

Edward D. Papp  
(Signature)

Board Chair  
(Title)

11-04-18  
(Date)

Attest:  
Montgomery Leach  
County Administrator

**JOINT POWERS AGREEMENT BETWEEN GOVERNMENTAL UNITS  
IN THE ST. CLOUD URBAN AND URBANIZING AREA**

**Execution**

Le Sauk Township in Stearns County, Minnesota has read and agreed to, on the date indicated below, the Joint Powers Agreement establishing the Saint Cloud Area Planning Organization.

Daniel J. Hein  
(Signature)

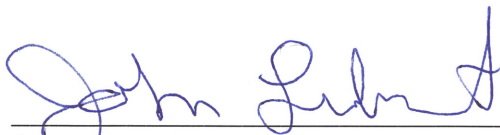
CHAIRMAN  
(Title)

11/27/18  
(Date)

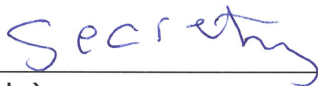
**JOINT POWERS AGREEMENT BETWEEN GOVERNMENTAL UNITS  
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**Execution**

The Saint Cloud Metropolitan Transit Commission has read and agreed to, on the date indicated below, the Joint Powers Agreement establishing the Saint Cloud Area Planning Organization.

A handwritten signature in blue ink, appearing to read "John G. Smith", written over a horizontal line.

(Signature)

A handwritten title in blue ink, "Secretary", written over a horizontal line.

(Title)

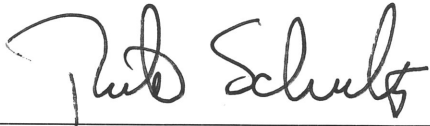
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(Date)

**JOINT POWERS AGREEMENT BETWEEN GOVERNMENTAL UNITS  
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**Execution**

The City of Saint Joseph, Minnesota has read and agreed to, on the date indicated below, the Joint Powers Agreement establishing the Saint Cloud Area Planning Organization.



\_\_\_\_\_  
(Signature)

MAYOR

\_\_\_\_\_  
(Title)

1-7-19

\_\_\_\_\_  
(Date)

**JOINT POWERS AGREEMENT BETWEEN GOVERNMENTAL UNITS  
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**Execution**

The City of Sartell, Minnesota has read and agreed to, on the date indicated below, the Joint Powers Agreement establishing the Saint Cloud Area Planning Organization.

Saul Gammill  
(Signature)

Mayor  
(Title)

11-26-18  
(Date)

**JOINT POWERS AGREEMENT BETWEEN GOVERNMENTAL UNITS  
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**Execution**

The City of Sauk Rapids, Minnesota has read and agreed to, on the date indicated below, the Joint Powers Agreement establishing the Saint Cloud Area Planning Organization.

  
\_\_\_\_\_  
(Signature)

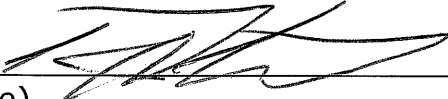
Mayor  
\_\_\_\_\_  
(Title)

11-13-2018  
\_\_\_\_\_  
(Date)

**JOINT POWERS AGREEMENT BETWEEN GOVERNMENTAL UNITS  
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**Execution**

Sherburne County, Minnesota has read and agreed to, on the date indicated below, the Joint Powers Agreement establishing the Saint Cloud Area Planning Organization.

  
\_\_\_\_\_  
(Signature)

*Board Chair*  
\_\_\_\_\_  
(Title)

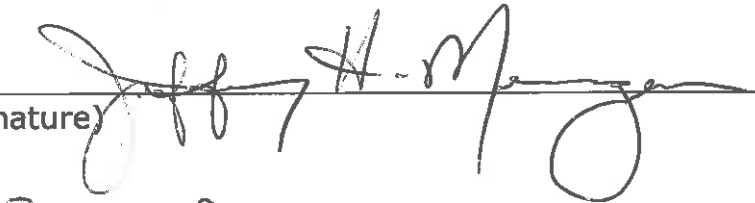
*1/22/19*  
\_\_\_\_\_  
(Date)

**JOINT POWERS AGREEMENT BETWEEN GOVERNMENTAL UNITS  
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**Execution**

Stearns County, Minnesota has read and agreed to, on the date indicated below, the Joint Powers Agreement establishing the Saint Cloud Area Planning Organization.

(Signature)

A handwritten signature in black ink, appearing to read "Jeff H. Morgan", written over a horizontal line.

BOARD CHAIR

(Title)

12/11/2018

(Date)



**JOINT POWERS AGREEMENT BETWEEN GOVERNMENTAL UNITS  
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**Execution**

The City of Waite Park, Minnesota has read and agreed to, on the date indicated below, the Joint Powers Agreement establishing the Saint Cloud Area Planning Organization.

  
(Signature)

  
(Title)

  
(Date)