

# Central Mississippi River ~ Regional Planning Partnership

*Committed to creating a shared regional vision and goals, and then working together to accomplish them*  
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## Bylaws

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### Article 1: Purpose

- 1.1. **Mission.** The general purpose of this joint body is to develop and implement a compelling regional vision and framework that guides local decisions on thoughtful and collaborative planning, growth, and development to benefit both individual jurisdictions and the region as a whole.
- 1.2. **Activities.** Consistent with its mission, the activities of the Partnership will generally include the following:
  - Examining the impacts of growth on Partner jurisdictions.
  - Conducting studies defining and identifying priority improvements.
  - Preparing collaborative project design and delivery recommendations.
  - Studying various risks associated with improvement alternatives and associated timing of the construction of improvements.
  - Developing unified efforts across local and state interests to advocate for and secure public and grant funding for priority activities.
  - Building strong relationships with other jurisdictions, agencies, and groups committed to the Partnership's priorities to contribute to regional policy decisions and discussions.
  - Incorporating key stakeholder input in planning efforts and decisions.
  - Related and ancillary activities or common issues associated with the Partnership's priorities as they evolve over time.

### Article 2: Membership

- 2.1. **Membership.** Membership in the Central Mississippi River Regional Planning Partnership shall consist of the parties to the Joint Powers Agreement. Individual members are referred to herein as "Partners." Additional governmental units that are contiguous to any of the existing membership may become Partners upon approval of the Board by a 75% majority vote of the Board, upon approval of this Agreement by the new member's governing body.
- 2.2. **Classes of Membership:** The Board may prescribe conditions for various membership classes found desirable to further the objectives of the Partnership and to broaden the base of interest and participation in its affairs. The board will have the authority to establish and define non-voting classes of membership.
- 2.3. **Rights of Members:** Regardless of dues or other categorizations of membership, all voting members will enjoy equal rights within the Partnership.
- 2.4. **Payment of Partnership Fees:** Partners failing to pay fees in a timely fashion will be considered as having withdrawn from the Partnership. All rights of membership in the Partnership will cease upon termination of membership.
- 2.5. **Partner/Member Records:** The Partnership will maintain a record of its Partners in a form that permits preparation of a list of the name and contact information of all Partners. The Board may develop policies regarding additional member data collection and privacy protections. Such records will be maintained and available for inspection by the public.

## Article 3: Board of Directors

- 3.1. **General Powers.** The Board is authorized to exercise such authority and powers common to the Partners as is necessary and proper to fulfill the Partnership's purpose and to perform its duties.
- 3.2. **General Duties:** It will be the duty of the directors to:
- 3.2.1. Perform any and all duties imposed on them collectively or individually by law, by the Joint Powers Agreement, by these bylaws, and by adopted policies and procedures
  - 3.2.2. Appoint, remove, and except as otherwise provided, prescribe the duties for officers and agents of the Partnership
  - 3.2.3. Oversee the activity of Partnership officers and agents to ensure performance
  - 3.2.4. Meet at such times and places as required or permitted by these bylaws
  - 3.2.5. Register their contact information with the secretary of the Partnership
- 3.3. **Specific Powers and Duties.** The powers and duties of the Partnership shall be the following:
- 3.3.1. To coordinate long-range planning on select issues transcending jurisdictional boundaries
  - 3.3.2. To develop and recommend to individual Partners policies, ordinances, regulations, and other actions that will promote orderly development
  - 3.3.3. To apply for and receive State, Federal, and private funds and/or grants or gifts to accomplish the Partnership's planning and planning-related activities
  - 3.3.4. To assist individual Partners in obtaining grants for projects related to the Partnership's planning activities
  - 3.3.5. To enter into contracts as deemed necessary to accomplish the Partnership's purpose and activities
  - 3.3.6. The Board shall obtain liability and auto insurance and may obtain such other insurance as it deems necessary to indemnify the Board, the Partnership and its members for actions of the Board, the Partnership and its members arising out of this Agreement
- 3.4. **Annual Review of Governing Documents:** The Partnership will formally review the Joint Powers Agreement contents and member commitments and the Bylaws every year, concurrent with the workplanning/ budgeting process.
- 3.5. **Representation, Appointment:** Each Partner shall appoint an elected representative from their jurisdiction to the Partnership Board. Each Partner may appoint an alternate representative who may act in the place and stead of an absent representative from that Partner jurisdiction. Individual Board members are responsible for maintaining ongoing engagement with the Partner he/she represents, including the annual work plan, budget, key initiatives, and issues.
- 3.6. **Terms, Vacancies:** Representatives shall serve indefinite terms at the discretion of the appointing Partner so long as they continue to hold elected office. Partners shall promptly fill any vacancies.

## Article 4: Meetings and Actions of the Board

- 4.1. **Meetings:** The Board shall meet at least quarterly on a schedule and at such times and places as established by the Board through an annual resolution. All meetings will be posted and conducted in a manner consistent with the Minnesota Open Meeting Law, Minn. Stat. § 13D.01, et. seq., as amended. Special meetings may be called by the Board Chair or upon written request of 3 or more members of the Board.
- 4.2. **Notice:** Written notice of any special meetings shall be sent to all Board members and to the Clerk of each Partner jurisdiction to comply with posting requirements.
- 4.3. **Quorum, Voting:** A quorum shall consist of not less than 51% of Board members or alternates. Each Partner shall have one vote on the Board. Except as otherwise provided in the Joint Powers Agreement or these Bylaws, Board actions shall be determined by a majority of the votes cast, however, at least one of the affirmative votes must be cast by Partners located on opposite sides of the Mississippi River.

- 4.4. **Committee Meetings:** The principles set forth in this article will apply to committees of the board of directors and to actions taken by such committees.
- 4.5. **Administration:** The Board may hire or contract with individuals or organizations to accomplish the objectives and meet the needs of the Partnership. Management and oversight will be defined by the Board and will include regular evaluations and reporting to the full Board.

## Article 5: Records and Reporting

- 5.1. **Records and Inspection Rights:** The Board shall maintain records, agreements, accounts, and reports as required by Minn. Stat. ch. 13, and Minn. Stat. §§ 13D.01 and 15.17. The Board may appoint a Secretary from its members to maintain its records, minutes, notices, and other documents. The Board or its designees will ensure that the following are kept in appropriate forms and formats, in the designated locations, and accessible as provided elsewhere in these bylaws:
- 5.1.1. Minutes of all meetings of directors and committees of the board, including their time and place, whether regular or special, how called, the notice given, the names of those present, and the proceedings thereof;
  - 5.1.2. Adequate and correct books and records of account, including accounts of its properties and business transactions and accounts of its assets, liabilities, disbursements, gains, and losses;
  - 5.1.3. A record of its members, indicating names and contact information and, if applicable, the class or form of membership held, and the start and end dates of membership; and
  - 5.1.4. A copy of the Partnership's Joint Powers Agreement and bylaws as amended to date, which will be accessible for inspection by Partners and members of the public at all reasonable times.
- 5.2. **Annual Report:** The board will cause an annual report to be prepared and made accessible to the membership not later than 150 days after the close of the Partnership's fiscal year to all members and the public. The report will contain the following information in appropriate detail:
- 5.2.1. Assets and liabilities of the Partnership as of the fiscal year end
  - 5.2.2. Principal changes in assets and liabilities during the fiscal year
  - 5.2.3. Revenue or receipts of the Partnership, both unrestricted and restricted, for the fiscal year
  - 5.2.4. The expenses or disbursements of the Partnership, for both general and restricted purposes, during the fiscal year

The annual report will be accompanied by any report of an independent accountant, or if there is no such report, the certificate of an authorized officer of the Partnership that such statements were prepared without audit from the books and records of the Partnership.

## Article 6: Officers of the Board

- 6.1. **Officers.** The officers of the Partnership will be a chair, vice chair, secretary, and treasurer. The Board may elect or appoint such other officers as it deems necessary to conduct its meetings and affairs.
- 6.2. **Qualification, Election, and Term of Office:** The Board shall annually elect officers from the members of the Board at the initial meeting of each year.
- 6.2.1. Except as otherwise limited, any director may be selected by the Board to serve as an offices
  - 6.2.2. Officers serve for a term of 1 year or until the officer resigns, is removed, is otherwise disqualified to serve, or until his or her successor is elected and takes office, whichever occurs first.
  - 6.2.3. An individual may serve a maximum of 3 consecutive terms in the same office.
- 6.3. **Subordinate Officers:** The Board may appoint such other officers or agents as it may deem desirable, and such officer will serve such terms, have authority, and perform such duties as may be prescribed from time to time by the Board.

- 6.4. **Removal and Resignation:** Any officer may be removed at any time, with or without cause, by a majority vote of the board. Any officer may resign at any time by giving written notice of the board of directors or to the president or secretary of the board. Any such resignation will take effect at the date of receipt of such notice or at any later date specified therein.
- 6.5. **Vacancies:** In the event of a vacancy in any office, such vacancy may be filled at the board's next meeting. Vacancies occurring in board-created offices or of board-appointed officers may or may not be filled, as the board will determine.
- 6.6. **Duties of Chair:** The chair will, subject to the control of the Board, supervise, and oversee the affairs of the Partnership and the activities of the officers. The chair will perform all duties incident to the office and such other duties as may be required by law and/or the Partnership Joint Powers Agreement, bylaws, and policy, or which may be prescribed by the Board. The chair will chair all meetings of the Board except as otherwise expressly provided by law, by the Joint Powers Agreement, by these bylaws, or by policy.
- 6.7. **Duties of Vice Chair:** In the absence of the chair, the vice chair will perform all duties of the chair, and when so acting will have all the powers of, and be subject to all the restrictions on, the chair. The vice chair will have other powers and perform such other duties as may be required by law and/or the Joint Powers Agreement, bylaws, and policy, or which may be prescribed by the Board.
- 6.8. **Duties of Secretary:** The secretary will perform all duties incident to the office of secretary and such other duties as may be required by law and/or Joint Powers Agreement, bylaws, and policy, which may be prescribed by the Board. Specifically, the secretary will:
- 6.8.1. Ensure that records pertaining to the business and decisions of the Board and its committees are maintained as required
  - 6.8.2. Ensure appropriate accessibility of these bylaws and other Partnership documents
  - 6.8.3. Ensure that notices are given in accordance with these bylaws or as required by law
  - 6.8.4. In cases where duties are delegated to staff or contractors, ensure this is recorded and reflected in written arrangements between the board and said others as a delegation of duties
- 6.9. **Duties of Treasurer:** The treasurer will perform all duties incident to the office of treasurer and such other duties as may be required by law and/or Joint Powers Agreement, bylaws, and policy, or which may be prescribed by the Board of directors. Specifically, the treasurer will:
- 6.9.1. Ensure that Partnership funds are disbursed as directed by the Board,
  - 6.9.2. Ensure adequate and correct accounting for Partnership properties and funds,
  - 6.9.3. Render to the Board accounts of Partnership transactions and financial condition,
  - 6.9.4. Ensure preparation and certification of financial statements for any required reports,
  - 6.9.5. Be one of the authorized signers for documents executed on behalf of the Partnership, and
  - 6.9.6. In cases where duties are delegated to staff or contractors, ensure this is recorded and reflected in written arrangements between the board and others as a delegation of duties.
- 6.10. **Compensation:** Officers may not receive compensation for their services.

## Article 7: Committees

- 7.1. **Executive Committee:** The Board may, by a majority vote, designate a minimum of 2 of its officers to constitute an executive committee and delegate to such committee any of the powers and authority of the board, except that the board may not delegate its authority to:
- 7.1.1. Approve any action that, under law or these bylaws, requires the approval of the Board or other duly constituted body;
  - 7.1.2. Fill vacancies on the Board or any committee that has the authority of the Board;
  - 7.1.3. Appoint committees of the Board or the members thereof;
  - 7.1.4. Authorize distributions;
  - 7.1.5. Elect, appoint, or remove any director;

- 7.1.6. Amend the Joint Powers Agreement;
- 7.1.7. Adopt, amend, or repeal bylaws;
- 7.1.8. Approve a plan of conversion or plan of merger not requiring member approval; or
- 7.1.9. Approve a sale, lease, exchange, or other disposition of all, or substantially all, of its property, with or without goodwill, otherwise than in the usual and regular course of business subject to approval by members.

By a majority vote of its members then in office, the Board may at any time revoke or modify any or all of the authority so delegated to the executive committee, changes in membership, and fill vacancies therein.

The committee will keep regular minutes of its proceedings, cause them to be filed with the Partnership's records, and report the same to the board from time to time as the board may require.

- 7.2. **Other Committees of the Board:** The Board may designate other committees, as they deem necessary to advise the board. Such committees may include Partnership members or external experts not directors of the Board.
- 7.3. **Meetings and Actions of Committees:** Meetings and action of committees will be governed by the notice provisions of these bylaws, held and taken in accordance with the provisions of these bylaws concerning Board meetings, except that the time and date for regular and special meetings of committees may be fixed by resolution of the Board or by the committee.

The Board may adopt rules and regulations pertaining to the conduct of committee meetings to the extent that such rules and regulations are consistent with these bylaws.

## Article 8: Financial Matters

- 8.1. **Fiscal Year:** The fiscal year of the Partnership is the calendar year.
- 8.2. **Annual Budget:** The Board shall approve a work plan and budget in July of each year for the following fiscal year. The budget shall be communicated to individual Partners no later than July 31 of each year for inclusion in each Partner's budget process. Thereafter, the budget for the following year may be modified if deemed necessary by the Board and in consultation with each Partner's governing body.
- 8.3. **Funding Formula:** In January, each Partner shall contribute its share of the annual budget based on the following formula:
  - 8.3.1. The two counties to evenly split 50% of the total budget.
  - 8.3.2. City and township Partners will evenly split the remaining 50% of the total budget.
- 8.4. **Budgeting and Accounting Services.** The Partnership may contract with one if its members to provide any and all budgeting and accounting services necessary or convenient for the Partnership. Such services shall include, but not be limited to, management of funds, including partner contributions and grant monies, payment for contracted services, and relevant bookkeeping and recordkeeping. The selected member shall perform these duties in accordance with generally accepted accounting principles, and per the requirements and legal agreements established by the Partnership.
- 8.5. **Accountability for Funds.** All funds shall be accounted for according to generally acceptable principles. A report on all receipts and disbursements shall be forwarded to the Partnership annually. Each Partner has the authority to request reports relating to all budgeting and accounting services. All interest earned from Partnership funds shall be credited back to the same fund.

## Article 9: Withdrawal and Termination

- 9.1. **Withdrawal.** Any partner may withdraw from the Partnership by providing 6 months written notice to the

Board of its intention to do so and showing that all amounts due and payable per the Joint Powers Agreement have been paid. Notice shall be provided in the form of a resolution by the Partner's governing body. The withdrawing Partner will not be entitled to reimbursement for any funds it provided to the Partnership during the time it was a Partner or member. In the event of withdrawal by any Partner, the Joint Powers Agreement and these bylaws shall remain in full force and effect as to all remaining Partners.

**9.2. Termination.** The Joint Powers Agreement shall terminate upon the occurrence of any one of the following events:

- 9.2.1. When members withdraw such that, in the judgment of the Board, it becomes impractical or uneconomical to continue.
- 9.2.2. When a majority of the Partners agree, by resolution adopted by their respective governing bodies.
- 9.2.3. When a majority of the Board agrees to terminate because all duties or activities of the Partnership pursuant to this Agreement have been completed.

**9.3. Effect of Termination.** Termination shall not discharge any liability incurred by the Partnership or by members during the term of this Agreement. The Partnership 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 any claims. Property or surplus money acquired by the partnership shall be distributed to the Partners in proportion to their contributions. The Board shall approve a final report of its activities and affairs and shall cease to exist on the expiration of 30 days following approval of the report.

## Article 10: Indemnification and Hold Harmless

**10.1. Separate Entity.** The Partnership shall be considered a separate and distinct entity to which the parties have transferred all responsibility and control for actions taken pursuant to the Joint Powers Agreement. The Partnership shall comply with all laws and rules that govern a public entity in Minnesota and shall be entitled to the protections of Minn. Stat. ch. 466.

**10.2. Indemnification and Hold Harmless.** The Partnership shall fully defend, indemnify and hold harmless the Partners against all claims, losses, liability, suits, judgments, cost and expenses by reason of the action or inactions of the Board and/or employees and/or the agents of the Partnership, except for any act or omission for which the Partner's employee is guilty of malfeasance, willful neglect of duty or bad faith. The Joint Powers Agreement to indemnify and hold harmless does not constitute a waiver by the Partnership, any Member, or any participant of the limitations on liability provided under Minn. Stat. § 466.04

To the full extent permitted by law, actions by the Parties pursuant to this Joint Powers Agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of the parties that they shall be deemed a "single governmental unit" for the purposes of liability, all as set forth in Minn. Stat. § 471.59, subd. 1a(a); provided further that for purposes of that statute, each party to the Joint Powers Agreement expressly declines responsibility for the acts or omissions of the other parties.

The parties to this agreement are not liable for the acts or omissions of the other participants to the Joint Powers Agreement except to the extent to which they have agreed in writing to be responsible for acts or omissions of the other parties.

## Article 11: Miscellaneous

**11.1. Amendments.** These bylaws will be maintained to conform with applicable law, the Joint Powers Agreement, and relevant policies.

- 11.1.1. The portions of these bylaws that are included in the Joint Powers Agreement will be updated within 10 days of any changes to the Joint Powers Agreements, and become effective immediately without requiring a vote by the Board.

- 11.1.2. Amendments to the portions of these bylaws that are not a part of the Joint Powers Agreement may be made only with prior notice, at a regular meeting of the Board, and by a 75% majority.
- 11.1.3. Emergency amendments may be made without prior notice by a 75% vote of the Board, but are valid for only 60 days and subject to subsequent approval by a 75% vote at the next meeting of the Board.
- 11.2. **Severability.** If any section, subdivision, or provision of the bylaws shall be held invalid or unenforceable for any reason, the invalidity or unenforceability of such section, subdivision, or provision shall not invalidate or render unenforceable any of the remaining provisions.
- 11.3. **Disputes.** The Partners agree that they will submit any disputes under these bylaws to mediation prior to resorting to an action in Court.