

Members of the City Council-

I am writing in response to the recent variance that I received for my deck. I applied for a building permit in June and was told soon after that I would need to apply for a variance because of a new city ordinance involving impervious surfaces. I was very patient with the city. I had my lumber waiting and paid for, for over two months, before I was granted the variance. Then I received the bill. (Enclosed). On top of the \$200.00 that I already paid for the variance, I had to pay an additional, \$361.89. I think this is extremely ridiculous. If it had not been for this vague new ordinance, my permit would have cost a mere \$65.00, but instead it cost me almost an additional \$500.00! This is approximately one-fourth the cost of my WHOLE DECK. It is incomprehensible that just because of a "gray area" in a new city ordinance that I should have to suffer the \$500.00 consequence.

I think it would be deemed appropriate to request a refund for the additional expenses that incurred.

Thank You

A handwritten signature in black ink that reads "Karla Spanier". The signature is written in a cursive style with a large, sweeping initial "K".

Karla Spanier

CITY OF RICHMOND, MINNESOTA RESOLUTION NO. _____
CITY OF ROCKVILLE, MINNESOTA RESOLUTION NO. _____
CITY OF COLD SPRING, MINNESOTA RESOLUTION NO. _____

Amendment to ROCORI Trail Construction Board Joint Powers Agreement

It is hereby resolved by the City of Richmond, City of Rockville, and City of Cold Spring (the "Cities"), that:

WHEREAS, the Cities entered into the ROCORI Trail Construction Board Joint Powers Agreement (the "Agreement") effective June 1, 2009;

WHEREAS, Stearns County will serve as fiscal agent for the ROCORI Trail Project and has voiced concerns about some of the language in the Agreement; and

WHEREAS, legal counsel for the ROCORI Trail Construction Board recommends amending the language of the Agreement to address Stearns County's concerns and provide clarification of the ROCORI Trail Construction Board's powers;

THEREFORE; the City Councils of the Cities hereby resolve:

- A. The amendments to the Joint Powers Agreement for the ROCORI Trail Construction Board, as shown in **Exhibit A** (additions are noted by underlining, deletions are noted by ~~strikeout~~), are hereby adopted;
- B. The revision to the ROCORI Trail Construction Board Joint Powers Agreement shall be effective upon the latest date all three Cities execute this Resolution.
- D. For the convenience of the Cities, this Resolution may be executed in counterpart copies.

(Signature pages to follow)

CITY OF COLD SPRING

DATED: _____

Doug Schmitz, Mayor

Larry Lahr, Administrator

CITY OF RICHMOND

DATED: _____

Jim Hemmesch, Mayor

Dan Coughlin, Administrator/Clerk

CITY OF ROCKVILLE

DATED: _____

Jeff Hagen, Mayor

Rena Weber, Administrator/Clerk

EXHIBIT A
Amended Joint Powers Agreement for ROCORl Trail Construction Board

Rinke-Noonan

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Office Memorandum

To: Richmond, Rockville, Cold Spring
From: Adam A. Ripple
Re: Revisions to ROCORI Trail JPA
Our File: 21977.002
Date: August 12, 2009

As has been discussed at the last several ROCORI Trail Board meetings, the joint powers agreement ("JPA") needs revisions. First, Stearns County wants the Board's powers clarified before moving forward with fiscal agency. Second, state and federal funds come with conditions, and some revisions are necessary to meet the funding conditions.

The following summarizes the amendments (additions are noted by underlining, deletions are noted by ~~strikeout~~, and the rationale for the revisions are noted in **bold**):

1. PURPOSE

The Cities of Rockville, Cold Spring and Richmond (collectively, "Cities" and individually, by their common names) have been working together to acquire trail right of way, design, construct and fund a regional trail connecting the terminus of the anticipated Glacial Lakes Trail outside of Richmond, through Cold Spring, to the northern boundary of Rockville ("Project" or "ROCORI Trail"). Operating independently, the Cities have obtained grants and other funds for the funding of the design and Project. Stearns County ("County") has agreed to serve as a fiscal agent for the Project, but requires the designation of a single entity to be responsible for the Project and serve as the representative in communicating with the County. The Cities seek to establish a joint powers board for the ~~limited~~ purpose of acquiring trail right of way, designing the ROCORI Trail, soliciting funding, and providing for the construction thereof. The joint powers board shall terminate upon ~~completion of the Project, or the termination of this Agreement, and is not intended to continue for any other purpose, including the maintenance and operation of the ROCORI Trail.~~

Language has been added to clarify that the Board will acquire trail right of way. References to a limited purpose or limited duration of existence of the Board have been

removed to satisfy grant requirements for perpetual existence of the trail. This does NOT mean that the Board cannot transfer the trail to another entity and dissolve.

~~2. TERM OF AGREEMENT~~

~~A.~~

2. EFFECTIVE DATE. Upon the latest date all three Cities execute the agreement.

~~B. TERMINATION DATE. Upon the completion of the construction of the ROCORI Trail, or as provided in Section 5f.~~

References to a limited duration of existence of the Board have been removed to satisfy grant requirements for perpetual existence of the trail. Again, the Board may still transfer the trail to another entity and dissolve.

5. POWERS AND DUTIES OF BOARD

The Board shall have the following powers:

- A. Retain and contract for legal counsel, engineering services, grant-writing services and government relations services, and encumber the Board with the same;
- B. Negotiate and enter into agreements with Stearns County to serve as a fiscal agent for the Board and the Project;
- C. Transfer property interest in the Project to an appropriate entity for the continuance as a regional trail and for the continued maintenance and operation of the Project as a regional trail, subject to state or federal authorization requirements;
- D. Solicit and accept donations, grants, loans and other funding for the purpose of designing and constructing the Project, or for ancillary costs, such as legal and administrative fees;
- E. Acquire and hold real property. Negotiate purchase agreements for easements, right-of-way and fee interest in real property for the purpose of constructing the Project. Any purchase agreement must provide for ratification by the member Cities prior to the agreement being enforceable;
- F. Designate a member representative to serve as spokesperson for the Board, to negotiate with other entities on behalf of the Board and to execute contracts and other documents on behalf of the Board;
- G. Negotiate and enter into Memorandums of Understanding (“MOU”) with appropriate entities for the purpose of furthering the design and construction of the Project. Any MOU must provide for ratification by the member Cities prior to the document being finalized;
- H. Accept contributions and loans from member Cities and enter into agreements to repay funds with other revenue of the Board;

- I. Negotiate and enter into Joint Powers Agreements with other governmental entities and non-profit organizations to facilitate the purposes of the Board,
- J. Must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, and
- K. Terminate this Agreement.

For subpart C, the reference to third party authorization is added because the transfer of trail property acquired with state grant or bonding money may require authorization from DNR or the Department of Finance. The addition to subpart E is to clarify that the Board has the authority to acquire real property.

6. ENCUMBRANCE OF COSTS

The Board may enter into contracts, as follows:

- A. The Board shall not have any independent taxation authority.
- B. The Board may not enter into any contract, unless:
 - 1. It is for ongoing professional services,
 - 2. The contract, including a contract for the acquisition of real property interests, has a quantified maximum amount and the Board has identified the source of funds to pay the entire maximum amount, or
 - 3. It is for a term of less than one (1) year, and the Board has identified the source of funding.

The addition is to clarify that the Board has the authority to enter into contracts to acquire real property.

9. ~~RECEIVED~~-GRANTS, LOANS AND DONATIONS

The Cities recognize, at the Effective Date, the following grants have been ~~received~~allocated for the design and construction of the Project:

- A. \$526,000 was granted to Stearns County on behalf of the member Cities and the ROCORI Trail Project from the SAFETEA-LU federal grant program.
- B. \$372,000 was granted to City of Rockville on behalf of the member Cities and the ROCORI Trail Project from the Department of Natural Resources trail grant program (appropriated from the State of Minnesota 2008 Capital Bonding Bill).
- C. \$13,000 from Cold Spring, Rockville and the Cold Spring Jaycees.

The changes accommodate Stearns County's concerns about the use "received." The SAFETEA-LU and bonding money have been allocated to the Board, but conditions must be satisfied before being spent.

10. TERMINATION

Upon termination of this Agreement, all property purchased or owned pursuant to this Agreement together with monies on hand, shall be distributed to the member Cities. Such distribution of monetary and personal property assets shall be made equally to all members, except that any amount that was loaned to the Board with a written agreement to repay funds from other revenue will be repaid first. Any real property interest shall be conveyed to the City with jurisdiction or, if not within a jurisdiction, to Stearns County or the township with jurisdiction. State authorization may be required for the transfer of real property acquired with grant or bonding money. Nothing herein is intended to remove the ability of the Board to transfer property in a different manner prior to termination. The Board shall continue to exist after dissolution for such period, no longer than six (6) months, as is necessary to wind up its affairs, but for no other purpose.

The addition is necessary to clarify that authorization may be required for transfers of property.

12. INDEMNIFICATION

- A. Each member City shall be liable for its own acts to the extent provided by law and hereby agrees to indemnify, hold harmless and defend the other, its officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the other, its officers and employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the City, its agents, servants or employees, in the execution, performance, or failure to adequately perform its obligations pursuant to this Agreement.
- B. It is understood and agreed that nothing in this Agreement shall affect or otherwise constitute a waiver of the limits on the liability of any City provided by Minnesota Statutes Chapter 466 (Tort Liability, Political Subdivisions) or other applicable law.
- C. It is understood and agreed that the Board is a single governmental unit, consistent with Minnesota Statutes 471.59 Subd. 1a.(b), for purposes of determining total liability for damages arising from this Agreement.

This language clarifies that in the event the Board is liable for damages, the damages are capped at the statutory limits for one governmental unit, not the cumulative limits of Rockville, Richmond, and Cold Spring.