

**JOINT POWERS AGREEMENT
BETWEEN THE CITY OF BLAINE AND
COUNTY OF ANOKA FOR ASSESSMENT OF PROPERTY**

THIS AGREEMENT is made and entered into this _____ day of _____, 2017, by and between the City of Blaine, 10801 Town Square Drive, Blaine, Minnesota 55449, hereinafter referred to as the "Municipality", and the County of Anoka, a political subdivision of the State of Minnesota, 2100 Third Avenue, Anoka, Minnesota 55303, hereinafter referred to as the "County".

WITNESSETH:

WHEREAS, pursuant to Minn. Stat. § 273.072, subd. 1, any county and city, lying wholly or partially within the county and constituting a separate assessment district, may, by agreement entered into under Minn. Stat. § 471.59, provide for the assessment of property in the city by the county assessor; and

WHEREAS, pursuant to Minn. Stat. § 273.072, subd. 2, the agreement may provide for the abolition of the office of the city assessor when the assessment of the property within the city is to be made under an agreement by the county assessor; and

WHEREAS, it is the wish of the County to cooperate with the Municipality to provide for a fair and equitable assessment of the property within the Municipality; and

WHEREAS, said work will be carried out in accordance with the provisions of Minn. Stat. § 471.59.

NOW, THEREFORE, in consideration of the mutual covenants and agreements stated herein, the parties agree as follows:

I. That said Municipality constitutes a separate assessment district which lies wholly within the County and that all property in the geographical boundaries of this district shall be assessed by the County Assessor of the County beginning with the assessment year 2019, provided this Agreement is approved by the Commissioner of Revenue.

II. Pursuant to Minn. Stat. § 273.072, subd. 2, the office of the City Assessor in the Municipality shall cease to exist on January 16, 2018, but not before the end of the term of the current City Assessor, if serving for a fixed term, or when an earlier vacancy occurs; provided, however, that upon the termination of this Agreement, the Office of City Assessor shall be automatically reestablished and shall be filled as provided by applicable law or charter in accordance with Minn. Stat. § 273.072.

III. The term of this Agreement shall be from January 16, 2018, through assessment services performed in the year 2023, unless earlier terminated as provided herein.

IV. In consideration of said assessment services, the Municipality shall pay to the County an annual payment as follows:

2019 Assessment services payable on or before January 15, 2018
2020 Assessment services payable on or before January 15, 2019
2021 Assessment services payable on or before January 15, 2020
2022 Assessment services payable on or before January 15, 2021
2023 Assessment services payable on or before January 15, 2022

- V.** For year 2019 assessment services, the Municipality shall pay the County as follows:
- A. Twelve Dollars and 50/100s (\$12.50) for each improved parcel of residential, seasonal recreational residential and agricultural type property;
 - B. Four Dollars and 50/100s (\$4.50) for each unimproved parcel of residential, seasonal recreational residential and agricultural type property;
 - C. Eighty Dollars and 11/100s (\$80.00) for each improved and unimproved parcel of commercial, industrial and public utility type of property; and
 - D. Eighty Dollars and 00/100s \$80.00) for each improved and unimproved parcel of apartment and mobile home park type property.

The same procedure shall be used, as described above, in the computation of the assessment payments due in 2020 through 2023, provided, however, that the cost for each type of parcel shall be increased according to the County Assessor's increase in operating costs, cost of living and merit adjustments established by the Anoka County Board of Commissioners for January 1 to December 31 in the year prior to the date of the assessment.

VI. Notwithstanding Section II. above, the County and/or Municipality shall have the right to terminate this Agreement by providing, at a minimum, two years written notice by certified mail, which notice shall be sent prior to January 2 of any year to terminate assessment services to be performed two years from such date (i.e. to terminate this Agreement for assessment services in the year 2020, the party must provide written notice of termination by not later than January 2, 2018).

VII. COUNTERPARTS

This Joint Powers Agreement may be executed in any number of counterparts, each one of which shall be deemed to be an original, but all such counterparts together shall constitute one and the same instrument.

(remainder of page intentionally blank – signature page immediately follows)

IN WITNESS WHEREOF, the parties hereto have set their hands on the dates so indicated.

COUNTY OF ANOKA

By: _____
Rhonda Sivarajah, Chair
Anoka County Board of Commissioners

Dated: _____

By: _____
Jerry Soma
County Administrator

Dated: _____

CITY OF BLAINE

By: _____
Tom Ryan
Mayor

Dated: _____

By: _____

Title: _____

Dated: _____

APPROVED AS TO FORM

By: _____
Dan Klint
Assistant County Attorney

Dated: _____

By: _____

Title: _____

Dated: _____