

Wellhead Protection Implementation Joint Powers Agreement First Addendum

THIS AGREEMENT is made and entered into by and between the cities Andover, Columbus, Coon Rapids, East Bethel, Ramsey and St. Francis (hereinafter referred to as Joining Cities), the County of Anoka (hereinafter referred to as "County"), and the cities Anoka, Blaine, Centerville, Circle Pines, Fridley, Lexington, Lino Lakes, and Spring Lake Park (Member Cities) each acting by and through its governing body, pursuant to MN Stat. §471.59 providing for the joint exercise of powers.

RECITALS

1. WHEREAS, the Member Cities entered into a Wellhead Protection Joint Powers Agreement in 1997 for the purpose of jointly preparing wellhead protection plans for their community water supplies.
2. WHEREAS, on or about September 15, 2010 the Member Cities entered into a Wellhead Protection Implementation Joint Powers Agreement to comply with the requirements of the Minnesota Department of Health to implement their wellhead protection plans for their community public water supplies and to protect their well water supply for their communities.
3. WHEREAS, the Joining Cities wish to be part of the Joint Powers Agreement.
4. WHEREAS, paragraph 14.2 of the Joint Powers Agreement requires that any amendments to this Agreement be made in writing.
5. WHEREAS, paragraph 2.2 of the Joint Powers Agreement provides that additional cities may join this Agreement following the effective date. If a city joins after the effective date that city is responsible for its proportionate share of any expenses incurred in implementing this Agreement for which the city will receive a benefit.

NOW THEREFORE, the terms of the Joint Powers Agreement shall be amended as follows:

1. Paragraph 2.2 shall be amended as follows:
 - 2.2 Additional cities located in Anoka County may join this Agreement following the effective date of the First Addendum. A City shall become a party to this Joint Powers Agreement upon receipt of a Resolution by the Governing Board of the City that authorizes that City to become a party to this Agreement. No formal Addendum to the Agreement is necessary.
 - 2.3. If a city joins after the effective date that city is responsible for its proportionate share of any expenses previously incurred in implementing this Agreement for which the city will receive a benefit. The share shall be established by the existing members and shall be paid in accordance with § 6.1 and 6.3.
2. Paragraph 13.1 shall be amended as follows:

13.1 For purpose of notices to be given under this agreement, notices shall be directed as set forth:

Andover City Council 1685 Crosstown Blvd. NW Andover, MN 55304	Columbus City Council 16319 Kettle River Blvd. NE Columbus, MN 55025	Lino Lakes City Council 600 Town Center Parkway Lino Lakes, MN 55014
Anoka City Council 2015 First Avenue N. Anoka, MN 55303	Coon Rapids City Council 11155 Robinson Drive Coon Rapids, MN 55433-3761	Ramsey City Council 7550 Sunwood Drive NW Ramsey, MN 55303
Blaine City Council 10801 Town Square Drive Blaine, MN 55449	East Bethel City Council 2241 – 221 st Ave NE East Bethel, MN 55011	Spring Lake Park City Council 1301 – 81 st Avenue NE Spring Lake Park, MN 55432
Centerville City Council 1880 Main Street Centerville, MN 55038-9794	Fridley City Council 6431 University Avenue NE Fridley, MN 55432	St. Francis City Council 23340 Cree St. NW St. Francis, MN 55070
Circle Pine City Council 200 Civic Heights Circle Circle Pines, MN 55014	Lexington City Council 9180 Lexington Avenue Lexington, MN 55014	Anoka County Board Government Center 2100 Third Avenue Anoka, MN 55303

3. All other previously agreed upon terms remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of this day stated below:

County of Anoka

City of _____

By: _____
Board of Commissioners Chair
Rhonda Sivarajah,

By: _____
Mayor

Attest:

By: _____
City Manager

By: _____
Jerry Soma
County Administrator

Dated: _____

Dated: _____

Approved as to form:

By: _____
Assistant County Attorney