

Anoka County Contract No. _____

**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 _____, 20__, 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 herein contained, it is agreed 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 2014, 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, 2013, 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, 2013, through assessment services performed in the year 2018, 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:

2014 Assessment services payable on or before January 15, 2013.

2015 Assessment services payable on or before January 15, 2014

2016 Assessment services payable on or before January 15, 2015

2017 Assessment services payable on or before January 15, 2016

2018 Assessment services payable on or before January 15, 2017

V. For year 2014 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 00/100s (\$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 2015 through 2018, 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 III. 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 2015, the party must provide written notice of termination by not later than January 2, 2013).

IN WITNESS WHEREOF, the parties have hereunder set their hands on the dates written below.

COUNTY OF ANOKA

CITY OF BLAINE

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

By: _____
Tom Ryan
Mayor

Dated: _____

Dated: _____

By: _____
Jerry Soma
County Administrator

By: _____

Title: _____

Dated: _____

Dated: _____

APPROVED AS TO FORM

By: _____
Dan Klint
Assistant County Attorney

By: _____

Title: _____

Dated: _____

Dated: _____

The above Agreement is hereby approved by the Commissioner of Revenue this ____ day of _____, _____.

By: _____
Minnesota Commissioner of Revenue