

02-652-01  
BLAINE JPA  
2000-0543

# COUNTY OF ANOKA

## DIVISION OF PUBLIC SERVICES

### *Accounting & Contracts Administration*

### HIGHWAY DEPARTMENT

1440 Bunker Lake Blvd. NW • Andover, Minnesota 55304

- GIS
- Highway
- Parks

- Solid Waste
- Surveyor
- Transit

**ALONZO J. FERNANDEZ**

Contracts Administration

Direct# (763) 862-4212

Fax# (763) 862-4201

Alonzo.Fernandez@co.anoka.mn.us

August 21, 2001

## ORIGINAL AGREEMENT

**CITY OF BLAINE**

9150 Central Avenue N.E.

Blaine, Minnesota 55434-3499

**Attention:** Mr. Charles Lenthe, P.E., Public Works Coordinator/City Engineer

**Subject:** Letter of Invoice for the City's share of cost for reconstruction of CSAH 52 (Radisson Road) from 1200' south of CSAH 12 (109<sup>th</sup> Avenue) to 800' north of CSAH 14 (Main Street) in the City of Blaine.

**Reference:** (a) Anoka County State Aid Project No. 02-652-01.  
(b) City of Blaine Project No. 106-020-019.  
(c) AC Board's approval 11/28/00 to enter into agreement w/City of Blaine.  
(d) Draft JPA faxed 11/20/00 to C. Lenthe/City of Blaine for review & approval.  
(e) Facsimiled draft JPA on March 28, 2001 to Chuck Lenthe for final review.  
(f) Chuck Lenthe Telephone call on April 11, 2001 accepting JPA as written.  
(g) AC Board's Award of contract on 4/24/01 to Forest Lake Contracting, Inc.  
(h) Anoka County Letter dated May 30, 2001 w/JPAs for execution by the city.  
(i) Receipt of signed JPAs from the city on June 7, 2001.

**Enclosure:** (1) County of Anoka Joint Powers Agreement No. 2000-0543 dated November 28, 2000 (Fully Executed Original).  
(2) Agreement and Bill of Sale dated 4/27/00 for sell of Residence at 2191 Cloud Drive, Blaine (Fully Executed Original).

Dear Mr. Lenthe,

Pursuant to References (a) - (i), the Enclosure agreements, fully executed, are provided for your records and retention. This agreement formalizes the city's share of cost associated with the Subject effort. Due to the award of this project by Reference (g), this letter requests 95% of the City's share which amounts to One Million Six Hundred Sixty Eight Thousand Seven Hundred Ninety Six Dollars and 30/100s (\$1,668,796.30).

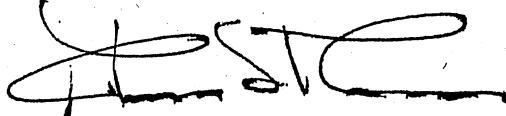
In preparing your remittance to the "County", please refer to Anoka County Joint Powers Agreement No. 2000-0543 or SAP 02-652-01 and make your payment payable to:

Attention: **Anoka County Highway Department**  
and address to: 1440 Bunker Lake Boulevard NW  
Andover, Minnesota 55304

**Payment of \$1,668,796.30 is due by September 21, 2001.**

If you have any questions regarding the terms of this agreement or the project, please do not hesitate to contact the undersigned for assistance.

Respectfully,



Alonzo J. Fernandez,  
Contracts Administration

JGO/af/Blaine2000-0543.003

**Copy Routed to:**

- Jon G. Olson, PE, Anoka County Engineer
- Lyndon Robjent, PE, Assistant County Engineer
- Mark Daly, PE, Construction Engineer
- Jane Pemble, Traffic Engineer
- Fred Edstrom, Public Services Supervisor
- Mike Kelly, Chief Right-of-Way Agent
- SAP Project 02-652-01, City of Blaine JPA No. 2000-0543

**Affirmative Action / Equal Opportunity Employer**

**JOINT POWERS AGREEMENT  
FOR THE RECONSTRUCTION OF  
CSAH NO. 52 (RADISSON ROAD) FROM  
1200' SOUTH OF CSAH NO. 12 (109TH AVENUE) TO  
800' NORTH OF CSAH NO. 14 (MAIN STREET) IN  
BLAINE, MINNESOTA  
S.A.P. 02-652-01**

This Agreement made and entered into this 28th day of November, 2000, by and between the County of Anoka, State of Minnesota, a political subdivision of the State of Minnesota, 2100 Third Avenue North, Anoka, Minnesota, 55303, hereinafter referred to as "County", and the City of Blaine, 9150 Central Avenue Northeast, Blaine, Minnesota 55434, hereinafter referred to as the "City".

**WITNESSETH**

WHEREAS, the City of Blaine has been developing rapidly in the vicinity of CSAH No. 52 (Radisson Road) and CSAH No. 12 (109th Avenue); and,

WHEREAS, the National Sports Center is located in the southwest quadrant of the intersection of CSAH No. 52 and CSAH No. 12; and,

WHEREAS, the Tournament Players Club (TPC) is located in the northwest quadrant of the intersection of CSAH No. 52 and CSAH No. 12; and,

WHEREAS, the existing CSAH No. 52 is in need of reconstruction and drainage improvements; and,

WHEREAS, due to the high number of direct accesses to CSAH 52 north of Cloud Drive; the County and City are concerned for the safety of the residents along the existing alignment of CSAH 52; and,

WHEREAS, the City would like a portion of CSAH No. 52 constructed on an alternated alignment known as "Alignment B modified" and show on the County's plans for Anoka County Highway Project No. S.A.P. 02-652-01 dated November 11, 2000, which are on file in the office of the Anoka County Engineer (hereinafter "Plans") and,

WHEREAS, said parties are mutually agreed that the reconstruction of CSAH No. 52 and construction of a storm sewer system should be done as soon as possible; and,

WHEREAS, the parties to this Agreement consider it mutually desirable to replace or modify the existing traffic control signals at the intersection CSAH No. 52 and CSAH No. 12 for the safety of the traveling public; and,

WHEREAS, the parties agree that the County shall cause the reconstruction of CSAH No. 52 along its existing alignment except for that part along "Alignment B modified" (from approximately Station 308 to 340) as shown on the Plans; and,

WHEREAS, the parties to this Agreement consider it mutually desirable to remove old Radisson Road between Station 308 and Station 340 from the County system; and,

WHEREAS, the parties to this Agreement agree that part of Old Radisson Road from Station 308 to Station 340 should be returned to the City of Blaine; and,

WHEREAS, the County will as part of the project, disconnect both ends of old Radisson Road from the new alignment in accordance with the Plans; and,

WHEREAS, the County currently owns or is in the process of acquiring a single-family residence located at 2191 Cloud Drive Northeast, Blaine, MN, and, is located on property which is legally described in Exhibit A, which is attached hereto and incorporated herein by reference; and,

WHEREAS, the County currently owns or is in the process of acquiring a single-family residence located at 2200 Cloud Drive, Blaine MN, and is located on property which is legally described in Exhibit B, which is attached hereto and incorporated herein by reference; and,

WHEREAS, the County does not have a current and/or future need for the single-family residence located at 2191 Cloud Drive Northeast, and, therefore, desires to have the single-family residence removed from the property; and,

WHEREAS, the single family residence at 2191 Cloud Drive is located on "Alignment B modified" such that "Alignment B modified" cannot be constructed without moving said single family residence; and,

WHEREAS, the City wishes to reduce its right-of-way cost by acquiring and moving the single-family residence at 2191 Cloud Drive Northeast in accordance with the terms and conditions contained herein; and,

WHEREAS, the County does not have a current and/or a future need for the single family residence located at 2200 Cloud Drive, along with the real estate remaining after the right of way for "Alignment B modified" is reserved for the roadway, and therefore, desires to transfer to the city the property on which the house is located, the house, along with the remaining real estate west of the new alignment of CSAH 52; and,

WHEREAS, the City wishes to reduce it's right of way costs by acquiring the single family residence located at 2200 Cloud Drive along with the remaining property described in Exhibit C, in accordance with the terms and conditions contained herein; and,

WHEREAS, the Anoka County Highway Department has prepared plans and specifications for S.A.P. 02-652-01, which final plans and specifications are on file in the office of the County Engineer; and,

WHEREAS, the parties agree that it is in their best interest that the cost of said project be shared; and,

WHEREAS, the City shall bear all costs for the right-of-way acquisition and construction of "Alternate B modified" from Station 304 station 340 as shown on the Plans; and,

WHEREAS, together with the sharing of the cost of construction for the alternate alignment, traffic signals, storm sewer, and roadway, the City will incorporate miscellaneous utility work to be covered by this Agreement; and,

WHEREAS, Minnesota Statute 471.59 authorizes political subdivisions of the State to enter into joint powers agreements for the joint exercise of powers common to each.

NOW, THEREFORE, IT IS MUTUALLY STIPULATED AND AGREED:

I. PURPOSE

The parties have joined together for the purpose of reconstructing the roadway, drainage, sidewalk, traffic control systems, as well as other utilities on a portion of CSAH No. 52 as described in the Plans.

II. LIMITATION OF ACCESS

The City shall do everything in it's power to limit additional access to four (4) new access points on the segment of CSAH 52 along the new alignment herein described as "Modified Alignment B" (Station 304 to Station 340). The City shall endeavor to cause all four (4) of these access points to be City or private streets.

The City hereby approves the plans, including alignment and grade and understands that minor changes in grade may occur during final design.

III. METHOD

The County shall provide all engineering services and shall cause the construction of Anoka County Project S.A.P 02-652-01 in conformance with said plans and specifications. The County shall do the calling for all bids and the acceptance of all bid proposals.

#### IV. COSTS

A. The contract costs of the work, or if the work is not contracted, the cost of all labor, materials, normal engineering costs and equipment rental required to complete the work, shall constitute the actual "construction costs" and shall be so referred to herein. "Estimated costs" are good faith projects of the costs, which will be incurred for this project. Actual costs may vary and those will be the costs for which the County/City will be responsible (see Exhibit D of four (4) pages).

B. The estimated cost of the total project is \$5,511,004.06. Participation in the construction cost is as follows:

1. The City shall provide construction observation for the relocation and reconstruction of its utilities and approve for acceptance the work as it is completed.

a. The City shall be responsible for any deficiencies associated with the relocation and reconstruction of the utilities that arise during or after the completion of the project.

2. The City shall be responsible for paying for 100% of all right-of-way and any permanent and/or slope easements needed for construction of Alignment B, which are estimated to be in excess of the cost for right-of-way along the existing alignment from Station 304 to 340. The cost of the right-of-way is \$702,113.00, *which amount shall constitute the fixed amount of Blaine's share.*

3. The City shall pay 100% of the hydrant and curb box relocation and gate box adjustment as well as water and sewer relocation and construction. The estimated City cost of these items is \$151,229.60. The City shall furnish and deliver to the construction site replacement hydrants for any hydrants, which is being relocated as a part of this project, which they want replaced.

4. The City shall pay 6.81 percent (fixed percent) of the storm sewer construction. The City portion of the costs is based on contributing flow. The total cost of the storm sewer construction is estimated at \$456,754.60 of which the estimated cost to the City is \$31,104.99.

5. The City shall pay for 6.81(fixed percent) percent of the cost of detention basins (including ponds and their outlet structures and grit chambers/collectors). The City portion of the cost is based on contributing flow to the detention basin determined by the product of contributing area and runoff coefficient. The total estimated cost of the detention basins is \$127,270.00 of which the estimated cost to the City is \$8,667.09.

6. The City shall pay 50% of the cost of concrete curb and gutter (less medians). The estimated total cost of curb and gutter including medians is \$415,252.00 of which the City's estimated share is \$88,812.00.

7. The City shall pay the cost of decorative median above the cost of concrete median. The City's estimated cost for decorative median is \$0.00.

8. The City shall pay 100% of the cost of median plantings. All plantings in the median must meet the requirements of "Anoka County Highway Department Landscape/Streetscape Guidelines" as adopted by the County Board in June of 2000. This cost shall include design, installation of plantings, design/installation of an underground watering system and median widening costs including Right of Way needed to meet the County's 10 foot (10') minimum median width. The City's estimated cost for median plantings is \$0.00.

9. The City shall pay 100% of the cost of new concrete and/or bituminous driveway pavement for all upgraded driveways. The City's estimated cost for driveway pavement is \$0.00. Any in-place driveway pavement disrupted by the construction will be replaced in kind by the County at no cost to the City.

10. The City shall pay for 100% of the cost of new sidewalk installed on the project. The estimated cost to the City is \$0.00. In-place concrete walk will be replaced by the County at no cost to the City.

11. The City shall pay 100% of the cost of new bituminous trails. The City's estimated cost for the trail is \$289,170.00.

12. The City shall pay 100% of the cost of any street lighting included in the project. The design and installation of ornamental streetlights shall be in accordance with the County's specifications. The City's estimated cost for street lighting is \$0.00.

13a. The City shall pay 0% if the cost of the Traffic Signal System revisions at the intersection of Main Street with Radisson Road and 109th Avenue with Radisson Road since this is an existing permanent system. The estimated cost of the Traffic Signal System, including equipment furnished by the County, is \$275,000 of which the City's share is \$0.00.

13b. The County shall pay 100% of all interconnect costs.

14. The City shall pay 100% of Emergency Vehicle Pre-emption (EVP) costs. The estimated cost for EVP to the city is \$ 5,000.00.

15. The City shall pay for all construction costs in excess of the estimated costs to build on the existing alignment. These costs are \$413,621.00, *which shall constitute a fixed amount.*

16. The total estimated cost to the City for the project is summarized below:

1. Engineering Services	\$ 66,910.01
2. Right-of-Way	\$ 702,113.00

3. Grading, Base & Bituminous	\$ 0.00
4. Construction or Adjustment of Local Utilities	\$ 151,229.60
5. Storm Sewer	\$ 31,104.99
6. Detention Ponds	\$ 8,667.09
7. Concrete Curb & Gutter	\$ 88,812.00
8. Decorative Medians	\$ 0.00
9. Median Planting	\$ 0.00
10. Driveway Upgrades	\$ 0.00
11. Concrete Sidewalk	\$ 0.00
12. Trails	\$ 289,170.00
13. Street Lights	\$ 0.00
14. Traffic Signals	\$ 0.00
15. EVP	\$ 5,000.00
16. New Alignment	\$ 413,621.00

Grand Total Estimated Cost To The City \$1,756,627.69

C. The total estimated cost to the City for the project is \$ 1,689,717.68 as shown above. The City participation in construction engineering will be at a rate of 8% of their designated share less the cost of municipal utilities, which they inspect and right-of-way. The estimated cost to the City for construction engineering is \$66,910.01. The total estimated construction cost to the City for the project is \$1,756,627.69.

D. Upon award of the contract, the City shall pay to the County, upon written demand by the County, *when accompanied by supportive attachments satisfactory to MSA*, 95% of its portion of the cost of the project estimated at \$1,668,796.30. The City's share of the cost of the project shall include only construction and construction engineering expense and does not include administrative expenses incurred by the County.

E. Upon final completion of the project, the City's share of the construction cost will be based upon actual construction costs *unless otherwise indicated in this agreement*. If necessary, adjustments to the initial 95% charged will be made in the form of credit or additional charges to the City's share. Upon final completion, the remaining 5% of the City's portion of the construction costs shall be paid.

#### V. CITY INTEREST IN REAL PROPERTY LOCATED AT 2191 CLOUD DRIVE

A. SALE OF SINGLE FAMILY RESIDENCE: In consideration for the payment and performance by the City of its obligations under this Agreement, the County shall sell and transfer to the City all the County's right, title, and interest in the buildings attached or connected with the property located at 2191 Cloud Drive. It is specifically understood and agreed that the sale herein includes only the buildings which are to be removed according to the terms and conditions contained herein, and does not include any interest in the real estate.

B. SPECIAL PROVISIONS: The City understands and agrees that the sale of the single-family residence is subject to and conditioned upon the City's removal of all buildings from the property on or before April 1, 2001, and the terms and conditions contained herein.

1. The City shall obtain, in advance, a permit to relocate the house from the appropriate authority. The City shall, at its sole expense, obtain all required licenses and permits for such removal. When relocated said house shall not have access to any County Road or County State Aid Highway.

2. The County assumes no responsibility for the condition of the single-family residence or other buildings on the property, nor for its continuance in the same condition. All damage or loss by reason of fire, theft or other casualties to the single-family residence and buildings shall be at the risk of the City. No such damage or loss shall relieve the City from any obligations under this Agreement.

3. All work shall be carried out in a manner that will insure any other property against any and all damages or claim for damages to other property resulting from work performed under these specifications, and to protect the County against any and all such claims.

4. The City shall completely and substantially seal all storm or sanitary sewer from the structures which are to be removed. The City shall have all water, steam, and gas turned off at existing valves by and under the supervision of the utility company owning the service. In the event the existing water, steam, and gas valves are inoperative or no valves are available for shutting off the water, steam, and gas, the City shall arrange for cutting off and sealing the water, steam, and gas connections at the main water, steam, and gas lines located in the public street. The City shall also secure the necessary permits for such work from the proper authority. Electric, telephone, and other wires shall be disconnected in strict accordance with the rules and regulations of the department of the local or state authority and the company or companies having jurisdiction, control, or ownership of such utilities. All expenses arising from or in connection with the performance of the provisions of this paragraph shall be borne by the City. The City shall be responsible to remove the septic tank and drain field, if any, all in conformance to the requirements of the Minnesota Department of Health, the Minnesota Pollution Control Agency and the Department of Natural Resources.

5. Foundation walls and basement floor must be removed. All salvaged material and/or debris shall be removed from the premises and shall not be stored or burned on the site. The City shall be responsible for the removal and filling of the basement of the building to the grade level with clean sand.

C. LIENS: The City shall protect the County and real estate owned by it against any liens of any nature whatsoever, whether of mechanics or materialmen or otherwise, and in the event any statement for a lien should be filed against said premises or any portion thereof, and shall not be discharged of record within ten days after notice by the County to the City, the County may, but shall not be required to, pay whatever amount shall be deemed by it necessary to secure a

discharge of said lien of record, and upon demand by the County, The City shall reimburse the County for all its expenses, including attorneys' fees, if any, in a reasonable amount, incident to securing the discharge of record of said lien, together with interest at the rate of one percent (1%) per month from the time any advance or payment shall have been made by the County for said purposes, or any of them as well as any and all costs and expenses incurred by the County in collecting such expenses and attorneys' fees from the City.

D. **WELLS:** The City shall seal all wells located on the property. The City hereby certifies and warrants that it is a licensed well contractor or that it will engage a licensed well contractor to seal all wells on the property. The wells should be sealed pursuant to Minn. Stat. § 103I.301, subd. 4, and the rules adopted pursuant thereto.

E. The County shall execute the necessary documents to transfer the building to the City.

**VI. CITY INTEREST IN REAL PROPERTY LOCATED AT 2200 CLOUD DRIVE**

A. **SALE OF SINGLE-FAMILY RESIDENCE:** In consideration for the payment and performance by the City of its obligations under this Agreement, the County shall convey to the City, by quit claim deed, all the County's title and interest in the single-family residence located at 2200 Cloud Drive, along with the real property remaining after the right-of-way for Alignment B Modified is reserved for the County. The real property will consist of two pieces one east of and one west of the right-of-way for Radisson Road, as described in Exhibit C. The City shall be responsible for obtaining a lot split for these parcels if needed.

**B. SPECIAL PROVISIONS:**

1. The County assumes no responsibility for the single-family residence on the property, nor for its continuance in the same condition. All damage or loss by reason of fire, theft or other casualties to the single-family residence shall be at the risk of the City. The County assumes no responsibility for the condition of the single-family residence. No such damage or loss shall relieve the City from any obligations under this Agreement.

2. If located within the new right of way, the City shall be responsible to remove the septic tank and drain field and for construction of a new septic tank and drain field on the remaining property, all in conformance to the requirements of the Minnesota Department of Health, the Minnesota Pollution Control Agency and the Department of Natural Resources.

**VII. TERM**

This Agreement shall continue until (1) terminated as provided hereinafter.

### **VIII. DISBURSEMENT OF FUNDS**

All funds disbursed by the County or City pursuant to this Agreement shall be disbursed by each entity pursuant to the method provided by law.

### **IX. CONTRACTS AND PURCHASES**

All contracts let and purchases made pursuant to this Agreement shall be made by the County in conformance to the State laws.

### **X. STRICT ACCOUNTABILITY**

A strict accounting shall be made of all funds and report of all receipts and disbursements shall be made upon request by either party.

### **XI. TERMINATION**

This Agreement may be terminated by either party at any time, with or without cause, upon not less than thirty (30) days written notice delivered by mail or in person to the other party. If notice is delivered by mail, it shall be deemed to be received two (2) days after mailing. Such termination shall not be effective with respect to any solicitation of bids or any purchases of services or goods which occurred prior to such notice of termination. The City shall pay its pro rata share of costs which the County incurred prior to such notice of termination.

### **XII. SIGNALIZATION POWER**

The City of Blaine shall at their sole expense, install or cause the installation of an adequate electrical power source to the service cabinet for the intersection of Radisson Road and Main Street, and Radisson Road at 109th Avenue Northeast, including any necessary extension of power lines. Upon completion of said traffic controls signal installation, the ongoing cost of the electrical power to the signal shall be at the sole cost and expense of the City of Blaine.

### **XIII. MAINTENANCE**

A. Maintenance of the completed watermain, sanitary sewer, storm sewer (except catch basins and catch basin leads), detention basins (including ponds and their outlet structures and grit chambers/collectors) and stormceptors shall be the sole obligation and responsibility of the City.

B. The City shall be responsible to maintain all medians in which there are plantings, if any, in accordance with the "Anoka County Highway Department Landscape/Streetscape Guidelines".

C. Maintenance of all trails and sidewalks, including snow plowing, shall be the sole responsibility of the City.

D. Maintenance of streetlights and cost of electrical power to the streetlights shall be the sole obligation of the City.

E. Maintenance of the completed signal and signal equipment shall be the sole obligation of the County.

F. The County shall maintain the traffic signal controller, traffic signal and pedestrian indications, loop detectors and associated wiring of the said traffic control signal at the sole obligation of the County.

G. Painting of the traffic signal shall be the sole obligation of the County.

H. Timing of the traffic signal shall be determined by the County.

I. Only the County shall have access to the controller cabinet.

J. The traffic control signal shall be the property of the County.

K. The City (or Cities if more than one) shall be responsible for maintenance of the luminaires, luminaire relamping, and luminaire painting.

L. All maintenance of the EVP System shall be completed by the County provided, however, that the City shall be responsible for the cost thereof. The City will be billed by the County on a quarterly basis for all incurred costs.

M. EVP Emitter Units may be installed on and used only by Emergency Vehicles responding to an emergency as defined in Minnesota Statutes § 169.01, Subdivision 5, and § 169.03 on an annual basis. The City shall provide a list to the County Traffic Engineer, or the County's duly appointed representative, of all such vehicles with emitter units.

N. Malfunctions of the EVP System shall be immediately reported to the County.

O. All timing of said EVP System shall be determined by the County.

P. In the event said EVP System or components are being misused in the opinion of the County, or the conditions set forth are violated, and such misuse or violation continues after receipt by the City of written notice thereof from the County, the County shall remove the EVP System. Upon removal of the EVP System pursuant to this paragraph, the field wiring, cabinet wiring, detector receiver, infrared detector heads and indicator lamps and all other components shall become the property of the County.

**XIV. NOTICE**

For purposes of delivery of any notices hereunder, the notice shall be effective if delivered to the County Administrator of Anoka County 2100 Third Avenue North, Anoka, Minnesota 55303, on behalf of the County, and the City Manager of the City of Blaine, 9150 Central Avenue Northeast, Blaine, Minnesota 55434, on behalf of the City.

**XV. INDEMNIFICATION**

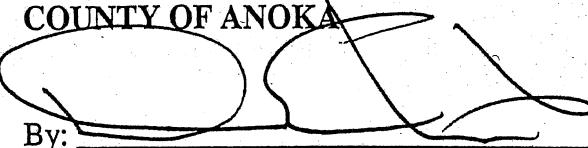
The City and the County mutually agree to indemnify and hold harmless each other from any claims, losses, costs, expenses or damages resulting from the acts or omissions of the respective officers, agents, or employees relating to activities conducted by either party under this Agreement.

**XVI. ENTIRE AGREEMENT REQUIREMENT OF A WRITING**

It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and all negotiations between the parties relating to the subject matter thereof, as well as any previous agreement presently in effect between the parties to the subject matter thereof. Any alterations, variations, or modifications of the provisions of this Agreement shall be valid only when they have been reduced to writing and duly signed by the parties.

IN WITNESS WHEREOF, the parties of this Agreement have hereunto set their hands on the dates written below:

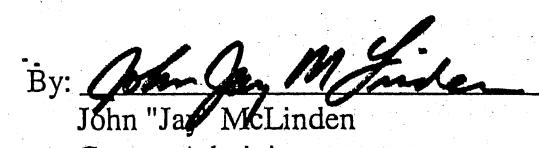
**COUNTY OF ANOKA**

By: 

Dan Erhart, Chairman  
Board of Commissioners

Dated: 8/14/01

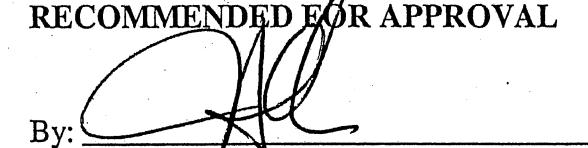
**ATTEST**

By: 

John "Jay" McLinden  
County Administrator

Dated: 8/14/01

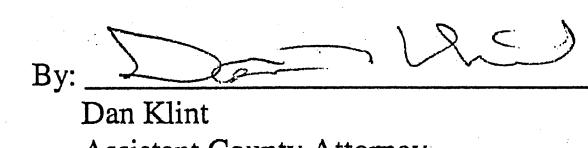
**RECOMMENDED FOR APPROVAL**

By: 

Jon G. Olson, P.E.  
Highway Engineer

Dated: 8/1/01

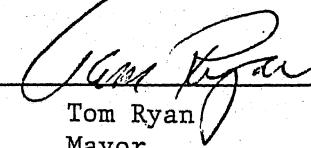
**APPROVED AS TO FORM**

By: 

Dan Clint  
Assistant County Attorney

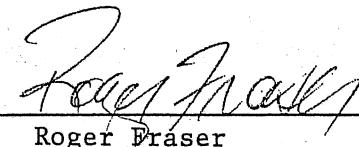
Dated: 8-17-01

**CITY OF BLAINE**

By: 

Tom Ryan  
Mayor

Dated: 6/15/01

By: 

Roger Fraser  
City Manager

Dated: 5/31/01

By: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_