

**RAVENNA TOWNSHIP
DAKOTA COUNTY, MINNESOTA
Resolution No. 2014-02**

**RESOLUTION TO CERTIFY A SERVICE CHARGE AGAINST
THE PROPERTY LOCATED AT 16234 - 190TH STREET EAST**

WHEREAS, Ravenna Township (“Town”) initiated a zoning enforcement action concerning inoperable vehicles and items of junk on property owned by Suzanne Snaza (“Owner”) and located at 16234 - 190th Street East within the Town (“Property”);

WHEREAS, the Owner also owns property located at 20275 Quamme Avenue, and said property was included in the enforcement action, but the items needing to be removed were located on the Property identified above;

WHEREAS, the Town entered into a settlement agreement with the Owner in 2012 (“Settlement Agreement”) to establish a process to resolve the enforcement action and the District Court (Court File # 19HA-CV-12-4692) entered an order on November 19, 2012 (“Order”) imposing the terms of the Settlement Agreement on the parties. The Settlement Agreement and the Order required the Owner to bring the Property into compliance with the Town’s zoning ordinance by May 1, 2013;

WHEREAS, the Settlement Agreement and Order provided that if the Owner failed to correct the violations by May 1, 2013, the Town may, upon proper notice, enter the Property to remove and/or eliminate the zoning violations and indicated the Town may “charge the [Owner] the total cost the Township incurs related to such corrective action and allow such charge to be a lien upon the Subject Properties and collectable as a service charge on the Subject Properties pursuant to Minnesota Statutes, section 366.012.”;

WHEREAS, when the Owner failed to correct the zoning violations on the Property by May 1, 2013, the Town returned to District Court and in an order for judgment filed August 16, 2013 (“Judgment”) the District Court found the conditions existing on the Property constituted a violation of the Town’s zoning ordinance, enjoined the Owner from further violating the ordinance, authorized the Town to enter the Property to remove the items in violation, to charge the Town’s costs to the Owner as a service charge collectable under Minnesota Statutes, section 366.012, and award the Town the costs, disbursements and attorneys’ fees it had incurred to that point in the amount of \$5,754.55 (“Judgment Costs”);

WHEREAS, the Town Board hereby finds and determines as follows with respect to this matter:

- a. Pursuant to the Settlement Agreement, the Order, and the Judgment, the Owner’s failure to bring the Property into compliance by May 1, 2013 authorized the Town to enter the Property to correct the violations;

- b. The steps initiated by the Town to correct the violations included conducting inspections of the Property, entering into negotiations with towing companies to secure the services necessary to remove, store, and dispose of the vehicles and other items from the Property, and working with the Town attorney to ensure the Town proceeded in a manner consistent with the law and the Judgment;
- c. The legal fees the Town incurred as a result of the Owner's failure to correct the violations included, but are not limited to, costs to prepare a contract with the towing company, establish procedures regarding the removal, storage, and disposal of the vehicles, providing notice to any owners or lienholders of the vehicles, providing the Owner notice of the Town's intent to enter the Property to remove the items, and assisting with the collection of the Town's costs;
- d. On December 6, 2013, the Town's inspector spoke to the Owner and sought permission to enter the Property with a representative of a towing company to view the items to be removed in order to develop a cost estimate. The Owner refused the inspector entry and later the same day the Town received information that the Owner was working to come into compliance;
- e. The Town inspector viewed the Property on January 3, 2014 and reported the Property remained out of compliance;
- f. The Town attorney sent the Owner a letter dated January 3, 2014 informing her of the Town's intent to enter the Property on or after 10 days from the date of the letter to remove and dispose of the items in violation of the Town's zoning ordinance. The letter also informed the Owner of the Town's intent to collect its unreimbursed costs pursuant to Minnesota Statutes, section 366.012;
- g. The Town inspector performed another inspection of the Property on January 16, 2014 in advance of the Town's plan to enter the Property on January 18, 2014 to execute the cleanup using the towing company with which the Town contracted to perform the work;
- h. The Town inspector issued a report dated January 16, 2014 indicating the Property was in compliance and therefore the Town's planned entry and cleanup of the Property was no longer necessary;
- i. The Town incurred administrative, inspection, and legal costs from May 1, 2013 related to the Owner's failure to comply with the Settlement Agreement and Order. The costs it incurred, including the costs to prepare this Resolution, are shown on the attached Exhibit A, which is incorporated herein, and total \$3,587.22 ("Corrective Action Costs"). The Corrective Action Costs do not include any of the Judgment Costs awarded by the District Court;
- j. Pursuant to the Settlement Agreement, the Order, and the Judgment, the Town is entitled to recover from the Owner all Corrective Action Costs the Town incurred and if the Owner fails to reimburse the Town for such costs the Town is authorized to certify the unpaid amount as

a service charge to the Dakota County Auditor (“Auditor”) for collection as a lien against the Property pursuant to Minnesota Statutes, section 366.012; and

- k. The Town is further authorized pursuant to the Settlement Agreement, Order, and Judgment to recover the \$5,754.55 in Judgment Costs awarded by the District Court, no portion of which has been paid by the Owner; and
- l. The total amount of the unpaid costs, including the Judgment Costs and the Corrective Action Costs, the Owner owes the Town is \$9,341.77 (“Total Costs”).

NOW, THEREFORE, BE IT RESOLVED, by the Town Board as follows:

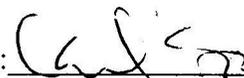
- 1. The recitals contained herein are incorporated in and made part of this Resolution.
- 2. The Town Clerk/Treasurer shall prepare and mail the Owner an invoice for the Total Costs in the amount of \$9,341.77. The Total Costs constitute a service charge. The Town is entitled by the Settlement Agreement, Order, and Judgment to collect against the Owner’s Property pursuant to Minnesota Statutes, section 366.012.
- 3. The Town Clerk/Treasurer is authorized and directed to mail the invoice and a copy of this Resolution to the Owner together with a notice indicating that if the full amount of the Total Costs is not paid on or before May 1, 2014, the Town will certify the unpaid amount to the Auditor for collection together with the taxes imposed on the Property.
- 4. If the Owner fails to fully reimburse the Town by the indicated date, the Town Clerk/Treasurer is hereby authorized and directed to certify any unpaid portion of the Total Costs to the Auditor as a service charge to be collected pursuant to Minnesota Statutes, section 366.012 together with the property taxes levied against the Property. The amount certified to the Auditor shall be subject to the same penalties, interest, and other conditions provided for the collection of property taxes. The Auditor is required to remit the amounts collected on the service charge to the Town.
- 5. The Town Chairperson, Clerk/Treasurer, and attorney are authorized to take such additional actions and to execute such additional documents as they may be deemed necessary to carry out the purpose of this Resolution and to collect the Total Costs.

Adopted this 13 day of March, 2014.

BY THE TOWN BOARD



Town Chairperson

Attest: 

Town Clerk/Treasurer

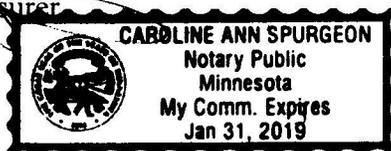


EXHIBIT A
Corrective Action Costs

Administrative Costs

Cost Item	Period	Hours
Clerk/Treasurer Time @ \$24 an hour	All from May 1, 2013	2.0

Period Total: \$48.00

Total Administrative Costs: \$48.00

Inspection Costs

Cost Item	Period	Hours
Town Inspector Time @ \$60 an hour	October 2013	1.5

Period Total: \$90.00

Cost Item	Period	Hours
Town Inspector Time @ \$60 an hour	December 2013	1.5

Period Total: \$90.00

Cost Item	Period	Hours
Town Inspector Time @ \$60 an hour	January 2014	5.0

Period Total: \$300.00

Total Inspection Costs: \$480.00

Legal Costs

Cost Item	Period	Hours
Town Attorney Time @ \$170 an hour	July 2013	0.80

Period Total: \$136.00

Cost Item	Period	Hours
Town Attorney Time @ \$170 an hour	September 2013	3.60

Period Total: \$612.00

Cost Item	Period	Hours
Town Attorney Time @ \$170 an hour	October 2013	0.20
Postage and copies	To end of October 2013	Amount: \$15.76

Period Total: \$49.76

Cost Item	Period	Hours
Town Attorney Time @ \$170 an hour	December 2013	6.40

Period Total: \$1,088.00

Cost Item	Period	Hours
Town Attorney Time @ \$170 an hour	January 2014	0.50
Postage	January 2014	Amount: \$.46

Period Total: \$85.46

Cost Item	Period	Hours
Town Attorney Time @ \$170 an hour	February 2014	5.6

Period Total: \$952.00

Cost Item	Period	Hours
Town Attorney Time @ \$170 an hour	March 2014	0.80

Period Total: \$136.00

Total Legal Costs: \$3,059.22

TOTAL COSTS: \$3,587.22