AGREEMENT
BETWEEN THE CITY OF BLOOMINGTON AND COLLEEN HARRIGAN

THIS AGREEMENT is made this day the 8 of January 2014, by and between the City of Bloomington, a municipal corporation located at 1800 West Old Shakopee Road, Bloomington, Minnesota 55431 (hereinafter the "City") and Colleen Harrigan, owner, of certain residential real property situated at 8711 11th Avenue South, City of Bloomington, County of Hennepin, State of Minnesota 55420 (hereinafter "Owner"). The property is legally described as: Lot 010, Block 001 of the Grand View Terrace Addition, 8711 11th Avenue South, City of Bloomington, County of Hennepin, State of Minnesota, PIN 11-027-24-21-0023.

Recitals

WHEREAS, the Bloomington Board of Health has appointed the City's Environmental Health Division Manager to act on its behalf pursuant to Minnesota Statutes Section 145A.04, Subd. 2 to enforce public health laws, ordinances, regulations or rules pertaining to the protection of the public health within its jurisdictional area;

WHEREAS, the Bloomington Environmental Health Manager has the responsibility and authority where there is determined to be a threat to the public health, such as a public health nuisance, source of filth, or cause of sickness found on any property to order the owner or occupant of the property to remove or abate the threat within a time specified in the notice, but no longer than ten (10) days pursuant to Minnesota Statutes Section 145A.04, Subd. 8;

WHEREAS, the Bloomington Environmental Health Division has inspected the abovesaid residential real property and the dwelling thereon January 7, 2014 and found that the unsanitary and unsafe conditions existing within the dwelling present a threat to the public health. These conditions include accumulations of garbage and debris to such an extent as to provide vermin harborage and attractant causing a rodent and/or insect infestation creating unsanitary and unsafe living conditions; and

WHEREAS, the Owner is responsible for the unsanitary condition of the subject premises and recognizes this responsibility. However, as of the date of this Agreement, these unsanitary and unsafe conditions continue to exist and the Owner has been unable to abate on her own.

Now therefore, in consideration of the terms and conditions expressed herein, the parties agree as follows:

1. The Owner agrees to allow the City, its agents and employees, including any cleaning service or extermination service under its direction and control, access into the dwelling and detached garage at 8711 11th Avenue South, Bloomington, Hennepin County, Minnesota, and any and all appurtenant structures, for the sole purpose of abating the conditions therein threatening public health, i.e., to remove the accumulations of refuse, debris or filth, including but not limited to accumulated household garbage or

refuse, feces and urine, clutter, paper products, food products and any rodents, insects or other pests, including any evidence of their infestation of or harborage upon the premises to make the dwelling fit for human habitation. This may also include other minor repairs to the inside of the dwelling. The Owner understands that in order to abate this hazard that some personal items may need to be removed from the house and disposed of by the City, its agents and employees, including any cleaning, repair and extermination services under its direction and control.

2. The Owner agrees to allow the City, its agents and employees, including any cleaning, repair and extermination service under its direction and control, such continued access to the dwelling and other appurtenant structures, as may be necessary to accomplish the abatement of the unsanitary conditions therein.

3. The parties hereto agree that the cost of the abatement of the unsanitary and unsafe conditions and extermination shall be reimbursed to the City by its assessment, under Minnesota Statutes Section 145A.08, Subd.2, of the cost against the above-described real property. The City Clerk's Office shall certify the cost of this enforcement action to the Hennepin County Auditor. The auditor shall place the assessed cost on the tax roll against the subject real property and it will be paid and collected as other taxes. It is the intention of the parties that this assessment would run with the land and become a charge of the property binding upon subsequent purchasers. The Owner also has the option of either prepaying the balance of the assessment remaining, plus accrued interest at any time or reimbursing the City for the cost of abatement prior to the certification of the cost to the county, without interest.

4. The Owner agrees to hold the City harmless, including its officials, agents and employees, including any cleaning, repair and extermination service acting under its direction and control, from and against any and all claims, causes of action, judgments, damages, losses or expenses, including reasonable attorney's fees, arising out of or resulting from the abatement of conditions described herein. This includes any claim for lost, damaged or destroyed personal property or loss of use of real or personal property arising out of this abatement action.

5. This Agreement represents the entire Agreement between the parties and supersedes and cancels any and all prior agreements or proposals, written or oral, between the parties relating to the subject matter hereof; and amendments, addenda, alterations, or modifications to the terms and conditions of this Agreement shall be in writing and signed by both parties.

6. The parties hereto agree that in carrying out the terms of this Agreement, each party or anyone acting on behalf of either will comply with all federal, state and local laws, rules and regulations.

7. The parties agree that the term of this Agreement shall extend from the date of execution of this agreement to the date on which the unsanitary conditions and infestation at the subject premises are completely abated.

8. The Owner agrees, on behalf of itself and its successors and assigns, after having an opportunity to become fully apprised of its rights, to authorize the City to directly certify the total cost of this enforcement action, currently estimated at $ 3000.00 as invoiced after completion of the enforcement action, as a pending assessment against the Property and expressly waives: (a) any objection to the City's failure to follow the notice and other requirements of Minnesota Statutes Chapter 429 with respect to the costs to be assessed; (b) any objection to any irregularity with regard to the assessment process; (c) all right of appeal, including any rights under Minnesota Statutes, Chapter 429; and (d) any right to contest the amount assessed against the Property. After the City Council approves the charge against the Property, it will be added to the levied assessments and forwarded to the City Assessor's office in October 2014. The amount of the charge for this enforcement action on the Property can be paid, in whole or in part, at any time prior to the close of business on December 1, 2014, without any interest. Payments may be made to the City of Bloomington, Assessor's Office, 1800 West Old Shakopee Road, Bloomington, MN 55431. If the full amount of the cost of this enforcement action is paid prior to the close of business on December 1, 2014, neither that amount nor any interest will be added to your taxes. Interest is applied on the balance at the rate of 8% per year.

9. The Owner agrees that a City staff member from either the Environmental Health Division or the Public Health Division may inspect the property once every six (6) months for the next two (2) years to ensure that the property is maintained in a safe and sanitary condition. Should the Owner fail to allow the property to be inspected, the City will issue a nuisance service call fee according to Chapter 12.15 of the City Code. Should the Owner cease to own the property, he must inform the City and the inspections shall be discontinued.

In Witness Whereof, the parties hereto have made and executed this Agreement with full knowledge of their legal rights and an opportunity to consult with legal counsel on the day and year first above written.

Reviewed and approved by
the City Attorney:

Sandra Johnson
City Attorney

CITY OF BLOOMINGTON

Mark Bernhardson
Its City Manager

Colleen Harrigan, Owner of
8711 11th Avenue South
Bloomington, MN 55420