

**CITY OF MINNEAPOLIS
REGULATORY SERVICES**

RESTORATION AGREEMENT

ADDRESS:

DATE:

IT IS HEREBY STIPULATED AND AGREED by and between the Director of Regulatory Services, (hereafter "City") by his designee, Manager, Problem Properties Unit, as follows::

1. As per the Minneapolis Code of Ordinances – Chapter 249, a Vacant Building Registration Fee may be waived by entering into a Restoration Agreement. The terms of the Restoration Agreement for the property located at **"(PROPERTY ADDRESS)"** are contained hereafter:
2. The City hereby voluntarily consents to hold in abeyance the Vacant Building Registration Fee for the structure located at above identified property until **"(DUE DATE)"** if all work is completed as outlined in this agreement. The City further agrees to dismiss all orders pursuant to this agreement if all work is completed by said date. The work to be completed is contained in the official Code Compliance inspection or Vacant Building Registration (VBR) Waiver Inspection (for properties that are not condemned).
3. In any instances requiring written notice, the notice may be served upon the Owner by regular mail or certified mail delivered to his home or business address of **"(MAILING ADDRESS)"**, or by posting it on the subject building.
4. Owner agrees to make all repairs, improvements and alterations necessary to bring the property into compliance with all current City of Minneapolis Code requirements, included in the Code Compliance Inspection orders or the VBR Waiver Inspection, including all open housing code orders existing prior to this agreement.
5. The value of the repairs, improvements, and alterations necessary to bring the property into compliance with code requirements were determined by the Code Compliance Inspection or VBR Waiver Inspection and must include open housing code orders.
6. Special Provisions: **"(LIST ANY PROVISIONS HERE OR TYPE N/A)"**
7. Pursuant to Chapter 249, because **"(PROPERTY ADDRESS)"** is registered as vacant, the City of Minneapolis, its employees, or agents may unilaterally enter the building for purposes of inspection upon 24-hour written, voice, or phone message communication.
8. Owner agrees to keep the property unoccupied until such time as any and all permits and/or housing orders issued by the Department of Regulatory Services for the City are signed off as completed or abated and the requirements of this agreement have been satisfied.
9. The exterior of the property must be maintained at all times during the term of this Restoration Agreement. This includes, but is not limited to, keeping the property free of all debris, shoveling of the sidewalks and mowing of the lawn (etc.: . . . when applicable).
Failure to do so will terminate this Restoration Agreement.

10. Owner hereby acknowledges and affirms that he holds title to the property subject to said order to **rehab** and is without legal recourse to prevent enforcement of the order by the City from the express terms of this agreement. Owner further agrees that until such time as repairs are completed or the Director of Inspections determines that the property has failed to meet the conditions of the Restoration Agreement, the owner will retain 100% ownership interest (both legal title and equitable interest) in the property and agrees not to convey or sell, hypothecate, or in any way transfer interest in the property without prior written consent of the City.
11. Owner agrees to obtain all necessary building permits as required by the Minneapolis Code of Ordinances before the commencement of any repairs to the property, including but not limited to, construction, repair, plumbing, electrical, and furnace/boiler permits. All permit fees will be determined by the Minneapolis Code of Ordinances permit fee schedule. The construction permit fee will be based on the scope of work submitted by owner.

All permits must be pulled within 30 days of entering into the Restoration Agreement.

12. Fees for commencing work without the required permit(s) shall be double the standard fees applied by the City of Minneapolis, to be determined by the unpermitted work inspector; in addition the City retains the right to prosecute any and all persons regarding said work.
13. Owner hereby acknowledges and affirms that he will follow all local, state and federal requirements related to the inspection for and handling of asbestos-containing materials at or in the property.
14. RENTAL PROPERTIES: If required because you are a new owner or if the property is newly converted to rental, you will need to apply for Change of Ownership, Conversion or Rental License. Additional fees and inspections will be required. This restoration agreement is not in lieu of or a substitute for a required rental license.
15. Owner hereby agrees that all painted surfaces will be in tact at the completion of the restoration work. Owner agrees to follow all local, state and federal requirements in making the property "Lead Safe" as defined by HUD.
16. Owner understands that failure to complete the requirements of the Restoration Agreement by "**(DUE DATE)**", will negate the Waiver of the VBR fee and the fee will be applied and levied as a special assessment to the property taxes.
17. Owner understands and agrees that every provision of this agreement is intended to be severable. If any term or provision of this agreement is void, illegal, invalid or unenforceable for any reason whatsoever, that term or provision will be enforced to the maximum extent permissible so as to affect the intent of the Parties, and such voidability, illegality, or unenforceability will not affect the validity or legality of the remainder of this agreement. If necessary to affect the intent of the parties, the parties will negotiate in good faith to amend this agreement to replace the unenforceable language with new language that reflects such intent as closely as possible.

18. The observance of any term of this agreement may be waived (either generally or in particular instance and either retroactively or prospectively) by the party entitled to enforce the term, but any such waiver is effective only if in a writing signed by the party against which such waiver is to be asserted. Except as otherwise provided in this agreement, no failure or delay of any party exercising any right under this agreement will operate as a waiver, nor will any single or partial exercise of any such right, or any abandonment or discontinuance of steps to enforce such right, preclude any other or further exercise thereof or the exercise of any other right.
19. The City agrees to waive the VBR fee, per the agreement, upon completion of the Restoration Agreement by the Completion Due Date of **"(DUE DATE)"**. If not compliant by the due date, the VBR fee will be applied and penalties assessed.
20. Failure to meet the provisions of this Agreement may cause the City to impose conditions on future Restoration Agreements that the owner wishes to enter into with the City. This may include denial of the Restoration Agreement option.
21. The City reserves the right to cancel this agreement prior to the expiration date for failure to comply with provisions contained in paragraphs 4-12 above. Cancellation of the agreement will result in immediate application of the Vacant Building Registration fee. The City will provide the Owner with written notice by mail, of its determination to impose the VBR fee. Notice will be delivered to the address provided by Owner to the Director of Inspections (paragraph 3 of this agreement).
22. In addition to the application of the Vacant Building Registration fee, if the owner fails to meet the requirements of this Restoration Agreement, the City reserves the right to issue administrative citations for all outstanding orders that remain open at the expiration of the Restoration Agreement or for other applicable provisions of the code. Administrative citations may be issued for each outstanding violation in accordance with City of Minneapolis Ordinance Chapter 2 Administrative Enforcement and Hearing Process.

Dated: _____

Manager, Problem Properties Unit

Dated: _____

Owner Signature:

Address: _____

Phone: _____

E-Mail: _____