

RESTORATION AGREEMENT

# \_\_\_\_\_

IT IS HEREBY STIPULATED AND AGREED by and between \_\_\_\_\_ (hereafter "Owner") and \_\_\_\_\_, Commissioner of the City of Milwaukee Department of Neighborhood Services (hereafter "City") by his designee, \_\_\_\_\_, of the Condemnation Section, as follows:

1. The Order to Raze and Remove Building, (Serial # \_\_\_\_\_) Pursuant to Sec. 218-4, Milwaukee Code of Ordinances, issued on \_\_\_\_\_, to the owners and holders of encumbrances of record of the property located at \_\_\_\_\_, Milwaukee, Wisconsin, having Tax Key No. \_\_\_\_\_ (hereafter "the property") is declared and deemed to be reasonable as that term is defined in Sec. 218-4, Milwaukee Code of Ordinances.

2. The City hereby voluntarily consents to desist and refrain from razing the \_\_\_\_\_ located at the property until \_\_\_\_\_ if 50% of all work is completed by \_\_\_\_\_ as outlined in this agreement. The city further agrees to dismiss all orders pursuant to this agreement if all work is completed by \_\_\_\_\_.

3. Owner hereby acknowledges and affirms that \_\_\_\_\_ hold(s) title to the property subject to said Order to Raze and Remove 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 property is razed, 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.

4. The owner has deposited \_\_\_\_\_ by \_\_\_\_\_ which is being held in escrow with the Department of Neighborhood Services, to pay for the cost of demolition and/or any liquidated damages, if such becomes necessary.

5. Owner agrees to make all repairs, improvements, and alterations necessary to bring the property into compliance with all current City of Milwaukee Building and Health Code requirements. Should owner fail to complete 50% of repairs to the property on or before \_\_\_\_\_, or 100% of repairs to the property on or before \_\_\_\_\_, the City shall cause the property to be razed and removed and the site restored to a dust-free and erosion-free condition and the costs therefor shall be paid from the amount deposited in escrow pursuant to paragraph 4 of this agreement. Any costs above and beyond the escrowed fund may be charged in full or in part against the property and if so charged it is a lien upon such property and may be assessed and collected as a special tax.

6. For the purpose of interpreting and applying the preceding paragraph of this agreement, if the cost of completing repairs necessary to comply with the Building and Health Codes of the City of Milwaukee as of \_\_\_\_\_ exceeds \_\_\_\_\_ and as of \_\_\_\_\_, exceeds \$500.00 for labor and materials, as determined by reference to the Means Repair and Remodeling Cost Data, Commercial/Residential, 2004 Edition Manual, then in such event it is agreed by and between the parties hereto that the repairs required by this agreement have not been substantially completed.

7. In the event the City determines that repairs have not been completed as required in paragraphs 5 and 6 of this agreement, the City will provide owner with written notice of its determination by mail to the address provided by owner on the Notice of Appeal. Owner shall have ten (10) days from date of written notice to remove any contents of this building, which you desire to retain. Any items remaining in the building will be assumed to have no value and will become the property of the wrecking contractor.

8. Upon providing a 24-hour written notice to the Owner, the City, its employees or agents, may unilaterally enter the building for purposes of inspection.

9. In any instances requiring written notice, the notice may be served upon the Owner by certified mail delivered to \_\_\_\_\_ home address of \_\_\_\_\_ and posting it on the building.

10. Owner agrees to keep the aforementioned property unoccupied until such time as any and all permits issued by the Department of Neighborhood Services for the City are signed off as completed.

11. Owner agrees to obtain all necessary building permits as required by the Milwaukee Code of Ordinances from the Department of Neighborhood Services prior to 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 Milwaukee Code of Ordinances permit fee schedule. The construction permit fee will be \_\_\_\_\_ based on the scope of work submitted by owner. The total estimated cost of repairs is \_\_\_\_\_ based on estimates supplied by Owner.

12. Owner hereby acknowledges and affirms that \_\_\_\_\_ has received a copy of *City of Milwaukee Asbestos Inspection and Sampling Protocol for Buildings to be Demolished or Renovated* (attached) and will follow all local, state and federal requirements related to the inspection for and handling of asbestos containing materials at or in the property.

13. Owner hereby agrees that all painted surfaces will be intact at the completion of the restoration work. Owner hereby acknowledges and affirms that \_\_\_\_\_ has received a copy of the City of Milwaukee Health Department's brochure, "*Lead-Safe Procedures in Home Improvement*" and an application for window lead abatement funding (attached). Owner agrees to follow all local, state and federal requirements in making the property "Lead Safe" as defined by HUD. Owner agrees to supply copies of lead risk assessment and clearance reports to the Department of Neighborhood Services for review and approval. Owner agrees to keep the property unoccupied until the final lead clearance report is submitted to the Department of Neighborhood Services.

14. Owner understands and agrees that the City will incur substantial costs if \_\_\_\_\_ does not follow its terms and conditions. Owner understands and agrees that the City shall be entitled to the following fees as liquidated damages from the Owner if its terms are not fully and completely complied with. Owner further understands and agrees that \_\_\_\_\_ shall be held personally liable for any or all of the liquidated damages due and owing and that the City may also take monies from any of the escrow accounts established under this agreement to pay liquidated damages. Additionally, any unpaid, liquidated damages shall become a lien against the property until paid in full.

- a) Fees for non-compliance with the inspection requirement shall be: \$50.00 for the first day, \$75.00 for the second day, \$150.00 for the third day, and \$300.00 for each and every day thereafter.
- b) Fees for the failure to complete all repairs, improvements or alterations by \_\_\_\_\_ shall be: \$50.00 for the first day, \$75.00 for the second day, \$150.00 for the third day, and \$300.00 for each and every day thereafter.
- c) Fees for commencing work without the required permit(s) shall be: \$1,000.00 for general repairs and alterations, \$590.00 for plumbing work, \$590.00 for electrical work.
- d) Fees for failure to provide any inspection(s) required under permit(s) shall be \$50.00 per instance and posting of stop –work notice. Fees of \$75.00 for the first unapproved reinspection, \$150 for the second unapproved reinspection, and \$300.00 for each and every unapproved re-inspection thereafter shall apply until full and proper inspection can be made.
- e) Fees for failure to comply with the escrow requirement shall be: \$100.00 for each and every day thereafter.

15. 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 effect the validity or legality of the remainder of this agreement. If necessary to effect the intent of the parties, the parties will negotiate in good faith to amend this agreement to replace the unenforceable language which as closely as possible reflects such intent.

16. 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 such 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.

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

\_\_\_\_\_

Department of Neighborhood Services

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

\_\_\_\_\_

[PROPERTY OWNER], Owner  
[OWNER'S MAILING ADDRESS]  
[OWNER'S PHONE #]