

**INFORMATION FOR VACANT PROPERTY OWNERS
ENTERING INTO RESTORATION AGREEMENTS WITH THE CITY**

Under Missouri Valley Municipal Code Chapter 159, a property owner can choose to enter into a Restoration Agreement (hereinafter "RA") with the City of Missouri Valley in lieu of completing Vacant Building Registration (hereinafter "VBR"). In order to enter the RA with the City, the property owner must provide:

1. Valid proof of ownership of the RA property.
2. The RA property must have a current building code inspection, either completed within the last 12 months, or a new code inspection completed. The current building code inspection order must include a line-item bid for repair of items identified during the inspection.
3. A refundable \$1500 deposit on file with the City.
4. A completed and signed RA form.

Under an RA, the property owner agrees to make all repairs, improvements, and alterations necessary to bring the property into compliance with all current City requirements, including the current building code inspection order and all open housing code orders existing prior to this agreement.

Permits for the work must be submitted within 30 days of signing the RA. All work under the RA must be completed within 180 days of signing the RA.

Licensed contractors may be required to do any building, electrical, plumbing, or mechanical work outlined in the inspection order, and necessary permits must be obtained prior to the work begins.

A final inspection is needed after all the work is completed, and any code compliance issues must be dismissed before anyone can move in. A letter of completion will be issued before a vacant building can be occupied and/or before you obtain a rental license.

Failure to complete the requirements under the RA will negate the agreement, and the VBR fee will be deducted from the \$1500 deposit before money is refunded.

Exceptions to VBR:

1. A property that is undergoing active renovation or rehabilitation with a valid permit for the same has been issued.
2. A property that is actively being offered for sale or lease or is actively being offered for rent shall be exempt from registration for 9 months from which such listing or advertising commenced. After such time the property will no longer be exempt and must comply with the VBR requirements.
3. A property that is actively part of an estate sale that is in probate and not subject to bankruptcy.
4. A property that is a vacant lot without a structure.
5. A property owned by the government.
6. A property that is the primary residence of a member of the armed forces on active duty.
7. A property that is used by the owner on a seasonal basis for a period of at least 3 months within the previous 9 months.

VACANT BUILDING RESTORATION AGREEMENT

Municipal Code Chapter 159

1. Property Information			
Vacant Building Address:		Parcel ID:	
Intent of Restoration:	<input type="checkbox"/> SELL	<input type="checkbox"/> OCCUPY	<input type="checkbox"/> RENT
			Date Agreement Expires:
Name of Company / Legal Owner			
ADDRESS		CITY	STATE ZIP
PHONE:	Mobile:	EMAIL	

THE CITY OF MISSOURI VALLEY AND THE OWNER OF THE PROPERTY IDENTIFIED ABOVE HEREBY AGREE:

1. The City voluntarily consents to waive the Vacant Building Registration Fee if all the work to restore the property is completed within 180 days from the date of this signed agreement. Furthermore, the City agrees to dismiss any orders regarding code compliance as long as repairs are made pursuant to this agreement.
2. Owner hereby acknowledges and affirms holding title to the property in interest, and agrees not to sell, convey, or otherwise further encumber the property under the Restoration Agreement before obtaining written consent of the City.
3. Owner agrees to make all repairs, improvements, and alterations necessary to bring the property into compliance with all current City requirements, including all current code requirements existing prior to this agreement, any open building code and any applicable zoning regulations.
4. Owner agrees to keep the property unoccupied until such time as any and all permits and/or housing orders issued are signed off as completed or abated and the requirement of this agreement have been satisfied.
5. Owner agrees to keep the exterior of the property maintained at all times during the term of this Restoration Agreement. This includes, but is not limited to: keeping the property secure, keeping the exterior kept free of all debris, keeping the sidewalks clear of snow, keeping the lawns mowed (etc. when applicable). **If the owner fails to maintain the exterior so that the City must provide necessary maintenance, then the Restoration Agreement is immediately terminated.**
6. Owner agrees to obtain all necessary permits as required by the City before the commencement of any repairs to the property. All permit fees will be in accordance with the City permit fee schedule. **All permits must be pulled within 30 days of entering into the Restoration Agreement.**
7. Owner agrees that any commencement of work without required permits under a Restoration Agreement will be subject to immediate inspection with 24-hour notice and investigation fee (equal to double the required permit fee).
8. Owners acknowledges that failure to complete the requirements of the Restoration Agreement within 180 days of the start of the agreement will negate the City's waiver of the Vacant Building Registration Fee. Termination of the Restoration Agreement forfeits return of the full \$1500 deposit as the Vacant Building Registration fee will be deducted before funds are returned.
10. Owner acknowledges this Restoration Agreement is not in lieu or a substitute for any required rental license for the property, and that additional fees and inspections may be required.
11. Owner acknowledges that 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, including denial of future Restoration Agreement offers by the City.

VACANT BUILDING RESTORATION AGREEMENT

Municipal Code Chapter 159

12. The City reserves the right to issue citations for all outstanding orders that remain open at the expiration of the Restoration Agreement or for other outstanding code violations.
13. Owner consents to notice from the City by regular mail or certified mail delivered to the Owner's address provided in the Restoration Agreement, or by posting conspicuously on the property subject to Restoration Agreement in any instance requiring written notice.
14. Owner hereby acknowledges and affirms that any applicable local, state, and federal requirements related to the handling of hazardous materials, such as but not limited to lead and asbestos, will be followed.
15. Any term or provision 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 or provision in a written waiver signed by the party against whom such waiver is asserted. Except as otherwise provided in this agreement, no failure or delay of either party in exercising any right under the agreement will solely operate as waiver, nor will such act preclude any further exercise of any other right by either party.
16. If any term or provision of this agreement is void, illegal, or unenforceable for any reason, that term or provision is to be reformed so as the intent of the agreement remains intact and that the remainder of the agreement shall be enforceable.

Property Owner Signature

Date

Printed Name

Date

Authorized City Representative

Date