

**111 Performance and Payment.**

- (1) **Payment and Service Charges.** The applicant and property owner shall be jointly and severally responsible for all work in the public right-of-way performed by the City or its agent and shall be jointly and severally responsible for all Service Charges assessed or incurred by the City in connection with construction, demolition and land use activities on a particular property. Service Charges shall include processing fees, review fees, consulting fees, legal fees, and other costs and expenses that the City incurs in the processing of applications and the enforcement of its ordinances and the terms and conditions of variances, permits, and Performance Agreements with respect to particular properties. In the event any Service Charges are not paid within 60 days of being invoiced to the property owner, the City Council may certify the unpaid charges to the Hennepin County Auditor for assessment following the procedures provided by applicable statutes.
  
- (2) **Performance Agreement.** The city shall require a Performance Agreement to be signed by the applicant and property owner in connection with any construction or demolition of structures that have estimated labor and materials costs in excess of \$50,000.00. The Performance Agreement shall set forth requirements for the completion of the proposed demolition, improvements, and/or development (“Work”) in accordance with the Permit, and/or the satisfaction of any and all conditions which the Permit or the City Council may impose upon the applicant or property owner (collectively, the “Conditions”). The Performance Agreement shall contractually obligate the applicant and property owner to comply and satisfy the Conditions and City Ordinances, including but not limited to noise and nuisance ordinances. The Performance Agreement shall provide that, at its sole election, the City or its agent may complete unfinished Work and/or perform work necessary to ensure compliance with work in the public right-of-way. Such work to be paid for by the applicant or property owner.

The Performance Agreement shall require the applicant and property owner to indemnify the City and its agents and hold them harmless from and against all liability arising from the City’s completion of the Work and/or satisfaction of the conditions. The Performance Agreement shall include the property owner’s consent to the certification to the Hennepin County Auditor of all Service Charges including legal costs not paid within 60 days of invoice to be assessed to the property and/or to be collected by other means available to the City and shall address such other matters as may be reasonably required by the City.

The Building Official and Planning and Zoning Administrator shall not issue a Permit until a Performance Agreement, where required, is signed and delivered by the applicant and property owner.

- (3) **Enforcement Powers.** If the Applicant or Property Owner fails to complete the Work and/or the Conditions in accordance with the terms of the Permit and the Performance Agreement, the City may bring an action in a court of competent jurisdiction to enforce the Permit and the Performance Agreement; order all work to stop on said property; order the completion of work necessary to satisfy unsatisfied Conditions, the terms of a Performance Agreement, or to bring a property into compliance with City Ordinances; and/or utilize any other enforcement mechanism available in law or in equity.