



CITY OF DETROIT

BUILDINGS, SAFETY ENGINEERING & ENVIRONMENTAL DEPARTMENT

REQUEST TO DEFER DEMOLITION ORDER COMMERCIAL PROPERTY INSTRUCTIONS

Please review the attached application and commitment carefully. To apply for deferral, you must obtain the necessary documents and submit the application and commitment with all attachments to the Buildings, Safety Engineering and Environmental Department (BSEED) Dangerous Building Division, Room 418, Coleman A. Young Municipal Center, Detroit, MI 48226.

The BSEED Dangerous Buildings Division will evaluate and forward your request along with its recommendation to City Council. The BSEED Dangerous Buildings Division will advise you of its recommendation to City Council. **There will be no official action on the issue of demolition until the Detroit City Council renders a decision.**

Your request CANNOT be processed until your deferral package is completed and signed, with all required documents attached. Failure to submit this form in its entirety will result in BSEED's inability to provide a favorable recommendation, delay your request, and could result in the demolition of the property.

Payment of the \$134.00 Special Inspection Fee is required to determine compliance and will not automatically result in a recommendation for deferral. You should receive notification of BSEED's recommendation within five (5) business days following the Special Inspection. In addition, the payment of the \$134.00 Progress Inspection (with the inspection to occur within 45 days of the date of the rehabilitation permit) is required to demonstrate that substantial progress has been made in accordance with the approved Time Frame for Rehabilitation, for the amount of \$268.00 due with this application.

Your building was determined to be dangerous. To set aside the Order to Demolish you must remedy the dangerous situation. This may include correcting one or more of the following conditions prior to an inspection by BSEED:

- Open to trespass or exposure to the elements;
- Attractive nuisance to children, vagrants, criminals or immoral persons;
- Dilapidated, deteriorated, or damaged to the point of collapse;
- Unsanitary or unfit conditions;
- Structurally unsound or unstable.

Effective November, 1998, a building (commercial or residential) could be deemed Dangerous if it is:

1. Vacant for 180 days (6 months) or longer,
2. Not listed with a real estate broker for sale, lease or rent; and
3. Not maintained on the exterior in accordance with the City's codes.

If, after a deferral has been granted, you do not comply with the City's requirements, the deferral may be rescinded by the City Council at any time, and the building may be demolished without further notice.

ADDRESS: _____ DNG CASE # _____

DATE ORDERED DEMOLISHED: _____

**APPLICATION TO DEFER DEMOLITION ORDER
OWNER'S COMMITMENT (CONSENT AGREEMENT)**

Date: _____ DNG# _____

RE: Address (es) _____

Names: (Please Print) _____

Address for future notification _____

E-mail address _____

Telephone No. _____

1. This property is _____ Commercial (DESCRIBE): _____

2. _____ I am the owner. Date of Acquisition: _____

_____ I am a party of interest. Nature of Interest: _____

YOU MUST ATTACH: Copy of proof of ownership or interest (deed, land contract, purchase agreement, mortgage lien, etc.) (Hereinafter, Exhibit A).

3. The building(s) is/are secure from trespass/elements and not otherwise dangerous. All imminently hazardous conditions have been remedied, the structure, walkways and yards are maintained, and clear of overgrown vegetation, weeds, litter, debris, abandoned vehicles or other nuisance. **Yes** _____ **No** _____

YOU MUST ATTACH: Receipt from BSEED (Licenses & Permits Division, Room 402, Coleman A. Young Municipal Center) for a Special Inspection to verify the condition and maintenance of the property. The Special Inspection will require the payment of a \$134.00 Special Inspection Fee. This fee is in addition to the Progress Inspection Fee.

4. The proposed use of this/these building(s) is/are: _____ Owner's use and occupancy

_____ Rehabilitation and Sale

_____ Rental Property

YOU MUST ATTACH: Time Frame for Rehabilitation (plan must include specific dates) of the building or structure (hereinafter, **Exhibit B**), which will be evaluated by BSEED. The Time Frame for Rehabilitation of the building or structure submitted must include a Progress Inspection within forty-five (45) calendar days from the date of the rehabilitation permit.

YOU MUST ATTACH: Receipt from BSEED (Licenses & Permits Division, Room 402, Coleman A. Young Municipal Center) for a Progress Inspection to demonstrate that substantial progress has been made in accordance with the approved Time Frame for Rehabilitation. The Progress Inspection will require the payment of a **\$134.00 Progress Inspection Fee**. This fee is in addition to the Special Inspection Fee.

For buildings listed as rental property YOU MUST ATTACH: Certificate of Rental Registration obtained from Property Maintenance Division, BSEED, Room 412, Coleman A. Young Municipal Center (313) 628-2451.

5. This building has been vacant since: (date) _____

Occupancy is expected on or before: (date) _____

This building is currently listed for sale _____ lease _____ or rental _____

For vacant property YOU MUST ATTACH: Certificate of Vacant Property Registration obtained from Property Maintenance Division, BSEED, Room 412, Coleman A. Young Municipal Center (313) 628-2451.

Note: Failure to maintain and occupy this building within the next six (6) months could result in execution of the demolition order without further notice. The Building Official for good cause can extend this schedule.

6. _____ This property is not tax delinquent.

_____ A delinquent tax payment plan is in place and payments are current.

YOU MUST ATTACH: Property Tax Clearance obtained from Treasury, Revenue Collections Unit, Room 106, Coleman A. Young Municipal Center or copy of State Land Purchase Certificate, if property was purchased from the State of Michigan. (Hereinafter, **Exhibit D**)

7. _____ BSEED demolition clearance confirming that there are no outstanding demolition fines, fees or costs on the property. All BSEED administrative fees for this property have been paid, including any delinquent inspection fees and other charges. Request Zoning and DAH clearance from Dangerous Buildings, Room 1004 CAYMC (313) 224-0098.

8. _____ In conjunction with this request to defer the existing demolition order, I commit that all delinquent taxes and fees will be paid or otherwise resolved and kept current. I will not occupy or allow the property to be occupied without first obtaining a Certificate of Compliance, Certificate of Approval, Certificate of Occupancy, or Temporary Certificate (for special uses), as applicable. Further, I will not rent a property without first obtaining all applicable approvals from BSEED. I will obtain all required permits before commencing work on this property and comply with all applicable laws.

COMMERCIAL OWNER COMMITMENT (CONSENT AGREEMENT)

This Commercial Owner Commitment (“Commitment”) is entered into by and between the City of Detroit, a Michigan municipal corporation, acting by and through its Buildings, Safety Engineering and Environmental Department (hereinafter, the “City”) and _____, whose principal address is _____ (hereinafter, the “Owner”).

WHEREAS, the Owner holds title to a certain parcel of real property situated in the City of Detroit, County of Wayne, State of Michigan, commonly known as _____,

Detroit, MI, _____ (hereinafter, the “Subject Property”), more particularly described in Exhibit A, and

WHEREAS, the City has identified conditions on the Subject Property that violate City ordinance, and the Detroit City Council has ordered the demolition of the structure on the Subject Property, and

WHEREAS, the Owner has requested a deferral of the demolition order and provides this commitment, pursuant to Section 8-17-26 of the 1984 Detroit City Code,

NOW THEREFORE, THE PARTIES HAVE AGREED to the following terms:

1. **Subject to Paragraph 2, the Owner shall rehabilitate the building(s)** at the Subject Property by taking the following actions by the following dates, as well as addressing all issues listed in the attached Exhibit B, by the dates listed:

- A. **BUILDING INSPECTION:** The Owner shall schedule and pay for a Special Inspection of the property with the City of Detroit Buildings, Safety Engineering and Environmental Department (“BSEED”), in accordance with BSEED rules and regulations. Additionally, the Owner shall schedule and pay for a Progress Inspection within forty-five (45) calendar days from the date of the rehabilitation permit to determine whether substantial progress has been made. The Owner shall provide full and complete access to the Subject Property for BSEED to conduct the necessary inspection. Furthermore, the Owner must submit to BSEED detailed Progress Inspection Reports, with photos showing evidence of the work completed, every forty-five (45) calendar days, for the duration of the rehabilitation work, to demonstrate that substantial progress has been made during the approved time frame for rehabilitation. Failure to provide to provide Progress Inspection Reports shall result in the Owner’s default of this Commitment.
- B. **DEVELOPMENT OF THE SUBJECT PROPERTY/ENGINEER’S REPORT/FINAL ARCHITECTURAL PLANS:** If required, the Owner shall submit an Engineer’s Report (hereinafter, Exhibit C) stating that the Subject Property is structurally in compliance with all applicable building codes, local ordinances, and state law. The Owner shall also submit Final Architectural Plans for the development of the Subject Property by the date expressly set forth in Exhibit B. **IF THE OWNER IS CHANGING THE USE OF THE SUBJECT PROPERTY AND MAKING STRUCTURAL CHANGES, THE OWNER SHALL SUBMIT A WRITTEN SCOPE OF WORK PLAN TO BSEED BY THE DATE EXPRESSLY SET FORTH IN EXHIBIT B.**
- C. **PERMITS:** If applicable, the Owner shall obtain a Right of Way permit around the perimeter of the Subject Property no later than the date expressly set forth in Exhibit B. The Owner shall ALSO obtain from any and all local, state, and federal agencies, including all historic commissions or any agencies having jurisdiction over the Subject Property, all necessary approvals and permits **FOR ALL INTERIOR, EXTERIOR, ELECTRICAL, MECHANICAL, PLUMBING, AND STRUCTURAL WORK WITHIN TEN (10) BUSINESS DAYS OF THE APPROVAL OF THE ARCHITECTURAL PLANS BY THE CITY.** The Owner shall comply with all requirements, applicable laws, ordinances, rules, regulations, and other requirements mandated by the applicable governmental agencies, the City of Detroit, the State of Michigan, the Detroit Historic Commission, or the Federal Government (United States of America). **IN THE EVENT THAT ASBESTOS CONTAINING MATERIALS ARE IN THE AREA WHERE REHABILITATION WORK IS BEING CONDUCTED, THE OWNER SHALL COMPLY WITH ALL APPLICABLE LAWS, RULES, AND REGULATIONS REGARDING THE PROPER REMOVAL AND DISPOSAL OF THE MATERIALS.**
- D. **FOUNDATION, ROOF, WALLS:** If applicable, and subject to the permits obtained by the Owner from the City to repair the foundation, roof, parapet walls, and exterior walls at the Subject Property, the Owner shall complete the repairs to the foundation, roof, parapet walls, and the exterior walls at the Subject Property by the date expressly set forth in Exhibit B.
- E. **COMMENCEMENT OF THE REHABILITATION:** The Owner shall draw all necessary permits from the applicable governmental agencies and commence all repairs and rehabilitation work within **TEN (10) BUSINESS DAYS FROM THE DATE OF THE DETROIT CITY COUNCIL DECISION.**

- F. **CERTIFICATE OF ACCEPTANCE FROM BSEED:** The Owner shall obtain the Certificate of Acceptance for all of the aforementioned work from the City and the Owner shall pay all of the necessary fees for the work, so that any and all repairs at the Subject Property meet(s) the City of Detroit Building Code, Property Maintenance Code, and Vacant Building Code requirements by the date expressly set forth in Exhibit B.
- G. **CERTIFICATE OF OCCUPANCY FROM BSEED:** The Owner shall obtain the Certificate of Occupancy for all of the aforementioned work from the City and the Owner shall pay all of the necessary fees for the work, so that any and all repairs at the Subject Property
- H. **PAYMENT OF BSEED & DAH FINES/FEES:** If applicable, the Owner agrees to pay all outstanding fines, violations, fees, and judgments entered by BSEED or the Department of Administrative Hearings. The Owner further agrees that penalties, interests, and fees shall continue to accrue and that this Commitment does **NOT** stop the issuance or collection of fines, violations, fees, and judgments by the appropriate governmental agency or its agents.
2. **DEMOLITION:** The City reserves the right to rescind the demolition deferral and have the Subject Property demolished in the event that: (a) the Subject Property does not meet the requirements of local ordinances, (b) the Owner fails to adhere to the requirements contained in Section 8-17-26, (c) at the discretion of the Detroit City Council, (d) upon the recommendation of BSEED, or (e) in the event the Owner defaults on this Commitment.
3. **REAL PROPERTY TAXES:** Owner affirms that the Subject Property is not tax delinquent and has obtained a Property Tax Clearance or a State Land Purchase Certificate (attached as Exhibit D). If the Subject Property has delinquent taxes, the Owner agrees to pay all delinquent taxes or negotiate a payment plan with Wayne County. Unless otherwise provided by state law, local ordinances, or the rules and deadlines imposed by the respective taxing authority, the Owner shall pay the outstanding real property taxes as they become due by the City and/or the County of Wayne. The Owner agrees to resolve, or enter into a payment plan to resolve, all outstanding real property taxes. If the Owner enters into a payment plan with any governmental entity, the Owner shall furnish a copy of the payment plan to the City and provide evidence that payments are current.
4. **DEFAULT:** In the event that the Owner does not perform the rehabilitation work to the Subject Property as stated in BSEED's Recommendation and City Council's Resolution, by the required dates, the City may, at the City's sole discretion, **IMMEDIATELY RESCIND THE DEFERRAL AND PROCEED WITH THE DEMOLITION OF THE SUBJECT PROPERTY, WITHOUT ANY FURTHER NOTICE TO THE OWNER.** The demolition will proceed **AT THE OWNER'S EXPENSE.** Defaulting on this Commitment will be a factor considered by BSEED at any future demolition deferral proceeding.
5. **COMPLETE AGREEMENT:** Any changes, modifications, addenda, and amendments to this Commitment shall be in writing and subject to the approval of the City. This instrument between the Owner, its affiliates, and the City designated herein contains the entire agreement between the parties and all prior negotiations and agreements are merged herein. Neither the City nor the City's agents have made any representations, except those expressly set forth herein, and no rights or remedies are or shall be acquired by the Owner or its affiliates by implication or otherwise, unless expressly set forth herein.
6. **SEVERANCE:** In the event that any word, clause, paragraph, section, or provision of the Commitment is deemed unenforceable by a court of law, the unenforceable word(s), clause(s), section(s) or provisions shall be severed and the remaining word(s), clause(s), paragraph(s), and/or section(s) shall remain enforceable. If any provision of the Commitment, or the application

thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of the Commitment, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected.

7. **CHOICE OF LAW:** This Agreement shall be enforced and interpreted under the laws of the State of Michigan.
8. **COPIES/COUNTERPARTS:** This agreement may be executed in any number of counterparts, each of which shall be treated as an original, but all of which collectively shall be construed as a single instrument. A copy or a scanned signature on this agreement, or any addendum or amendment, shall be enforceable and valid as an original signature.
9. **NO WAIVER BY THE CITY OF DETROIT:** No failure by the City to insist upon the strict performance of any term or condition of this Commitment, or to exercise any right, term, or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach or such term or condition.

The Owner hereby acknowledges receipt of the original copy of this Application and Commitment, and agrees to be bound by the terms and conditions stated herein

APPROVED AND AGREED TO BY:

City of Detroit
Buildings, Safety Engineering &
Environmental Department

Owner's Signature

(PRINT NAME)

**THIS COMMITMENT IS NOT VALID OR AUTHORIZED UNTIL
APPROVED BY RESOLUTION OF THE DETROIT CITY COUNCIL.**

FOR BUILDINGS, SAFETY ENGINEERING & ENVIRONMENTAL DEPARTMENT USE ONLY

A previous deferral of demolition order has/has not been granted.

Date of previous deferral_____

See Attached BSEED status report.

Note: Emergency Demolition Orders are rescinded by the Building Official Only.

**DANGEROUS BUILDING APPLICATION FOR INSPECTIONS SPECIAL INSPECTION AND
PROGRESS INSPECTION FEES**

SUBMIT FORM TO LICENSES AND PERMIT DIVISION - ROOM 402

Address of Property: _____

Describe Type of Building: _____

I hereby request a Special Inspection for the purpose of allowing the Building Inspection Division to investigate my appeal of City Council's Order to Demolish the building(s) at the above location and a Progress Inspection to demonstrate that substantial progress has been made in accordance with the approved Time Frame for Rehabilitation.

- I am submitting the \$134.00 **Special Inspection Fee** with my request.
- I am submitting the \$134.00 **Progress Inspection Fee** for the progress inspection to occur within forty-five (45) calendar days from the date of the rehabilitation permit, for the amount of \$268.00 due with this application.

Owner's Name (PRINT) _____ Phone # _____

Owner's Mailing Address _____ Zip Code _____

Owner's E-mail Address _____

Owner's Signature _____ Date _____

FOR DEPARTMENT USE

DNG# _____ District _____

DATE: _____

*** SEE ATTACHED SPECIAL INSPECTION REPORT.**

SPECIAL INSPECTION REPORT

Property Location _____ Inspector _____
Date _____ Supervisor _____
Recommendation _____

Demolition Order {DATE OF ORDER (J.C.C. PAGE)}

EXTERIOR CONDITIONS

- ___ EX1. Maintain a visible address on the structure using numerals a minimum of 4 inches in height.
- ___ EX2. Maintain building/premises/structures free of any solid waste (debris, garbage, litter, and rubbish) in a clean, safe, secure, and sanitary condition. (Sec. 8-15-101)
- ___ EX3. Keep in good repair all driveways, parking spaces, lots, sidewalks, stairs, and walkways at _____. (Sec. 8-15-103)
- ___ EX4. Remove all grass, weeds, plants, growth in excess of 10 (ten) inches high at _____. (Sec. 8-15-104)
- ___ EX5. Keep all buildings, premises, structures, and exterior property free from rodent harborage and infestation at _____. (Sec. 8-15-105)
- ___ EX6. Maintain all accessory structures (detached fences, garages, dumpster enclosures, walls) in sound condition. _____ (Sec. 8-15-107)
- ___ EX7. Remove graffiti, markings, or paintings from exterior surfaces. _____ (Sec. 8-15-111)
- ___ EX8. Maintain all building and/or structure exterior walls in good repair at _____. (Sec. 8-15-205)
- ___ EX9. Maintain the roof on the building or structure in good repair. _____ (Sec. 8-15-206)
- ___ EX10. Maintain all exterior balconies, decks, porches, stairways, overhead extensions/canopies, exhaust ducts, fire escapes, marquees, awnings, signs, stand pipes in good repair at _____. (Sec. 8-15-208)
- ___ EX11. Maintain all glazing materials free from cracks and holes in good repair. _____ (Sec. 8-15-213)
- ___ EX12. Remove padlock from exit doors at means of egress at _____. (Sec. 8-15-216)
- ___ EX13. Discontinue storage of inoperable/un-licensed vehicles on premises at at _____. (Sec. 8-15-110)
- ___ EX14. Maintain the parking lot in accordance with the Property Maintenance Code _____ (Sec. 8-15-103)
- ___ EX15. Remove excessive signage, wall graphics from exterior of building at _____. (Sec. 8-15-275)
- ___ EX16. Remove peeling paint from exterior surfaces of building and repaint _____. (Sec. 8-15-205)
- ___ EX17. Properly barricade openings on vacant buildings at _____. (Sec. 8-15-113)
- ___ EX18. Remove all non-permitted temporary signage or banners _____. (Sec. 8-15-272)
- ___ Remove obsolete sign(s) for the closed business _____. (Sec. 8-15-273)

TIME FRAME FOR REHABILITATION

Date: _____ DNG# _____

RE: Address(es) _____

Names: (Please Print) _____

- 10 Days Apply for rehabilitation work permit within ten (10) business days from the date of the City Council decision.

DESCRIPTION OF PROPOSED REHABILITATION ACTIVITIES

- 45 Days _____

- 90 Days _____

- 135 Days _____

- 180 Days _____

