



**REQUEST TO DEFER DEMOLITION ORDER
COMMERCIAL PROPERTY INSTRUCTIONS**

The fee for this application is \$37, along with a Deferral Inspection Service processing fee of \$148. 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) Property Maintenance Division, Dangerous Building Office, Room 418, Coleman A. Young Municipal Center, Detroit, MI 48226.

The BSEED Dangerous Buildings Office will evaluate and forward your request along with its recommendation to City Council. The BSEED Dangerous Buildings Office will advise you of its recommendation to City Council. **There will be no official action on the deferral application 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 \$167.00 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 Inspection. In addition, the payment of the \$167.00 Special Inspection/Re-Inspection Fee (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. The total invoice for this Commercial application is \$519.

Your building was determined to be dangerous. To set aside the Order to Demolish you must remedy this dangerous situation, which 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 Detroit City Council at any time**, and the building may be demolished without further notice.*

ADDRESS: _____ DNG CASE # _____

DATE ORDERED DEMOLISHED: _____

For Office Use Only:

Legal Use: _____ Zoning Use: _____ Bldg SF: _____ Parcel SF: _____

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 payment of fees. The Inspection will require the payment of a \$167. This fee is in addition to the \$167 Special Inspection/Re-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: Proof of funds for rehabilitation (example: Loan, Grant, Bank or Credit Union, Credit Card, Status of Account).

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 of \$167 for a Special Inspection/Re-Inspection to demonstrate that substantial progress has been made in accordance with the approved Time Frame for Rehabilitation. The Re-Inspection will require the payment of a \$167 Special Inspection/Re-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 _____

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

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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 130,
Coleman A. Young Municipal Center

Or, a copy of the State Land Purchase Certificate, if property was
purchased from the State of Michigan. (Hereinafter, Exhibit D).

7. _____ 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 2019 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

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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.

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 roles 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.

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**

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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.

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.

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.

CHOICE OF LAW: This Agreement shall be enforced and interpreted under the laws of the State of Michigan.

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.

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
City of Detroit

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**

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 \$167.00 Inspection Fee with my request.
- I am submitting the \$167.00 Special Inspection/Re-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 \$334 due with this application (This fee does not include the \$37 application fee and the Deferral Inspection Service processing fee of \$148).
- You understand that you are required to provide rehabilitation updates to your commercial property every 45 (forty-five) days, if not, we will inspect and assess an additional charge of \$167 for each re-inspection.

Owner's Name (PRINT) _____ Phone # _____

Owner's Mailing Address Zip Code _____

Owner's E-mail Address _____

Owner's Signature _____ Date _____

DEFERRAL INSPECTION STANDARDS

Deferral applicants are required to ensure that before their application is approved, that all of the listed items are met and/or addressed. Failure to comply with any of the listed violations will result in the denial of the application until such time as any present violations have been corrected.

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 (Sec. 8-15-103)
- _____EX4. Remove all grass, weeds, plants, growth in excess of 10 (ten) inches high (Sec. 8-15-104)
- _____EX5. Keep all buildings, premises, structures, and exterior property free from rodent harborage and infestation. (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. (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. (Sec. 8-15-216)
- _____EX13. Discontinue storage of inoperable/un-licensed vehicles on premises. (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 (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

EXAMPLE 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 Demo Start to Demo Finish
 Restructuring Phase 1
 New Roof Initiation + Permits/Inspection
 24/7 Security to Start / System Installed
 New Back Entrance; Steel Exterior Door installed
 Stary Window Installation (-110)

- 90 Days Plumbing Phase 1 Started/Permits/Service to Building Cut On
 Restructuring/Framing/Support Beams/ Floor Structure/Structural Repairs/Preparing for Phase 3
 Electrical Rough Begins/Phase 1/Permits/ Kitchen Area/ Closets/ Lavatories
 Unit Build Out/Phase 1/ Framing of Walls/ Rooms/ Kitchen Area/ Closets/ Lavatories
 Complete Window Installation. Electrical/Phase2/ Wiring/
 Service Panels/ Plugs / Switches/ Rough for Inspection to Move to Phase 3

- 135 Days HVAC Rough In/Phase 1 Permits/ Rough Inspection to Move to Phase 2
 Drywall Phase Begins/ Prepping for Paint starting on /building Level 3 –Working Down to Basement
 Renovation 2nd Phase after Restructuring/ Framing Build-Out / Plumbing, HVAC & Electrical
 Prepping is Completed and Inspections on Rough have Passed/ Painting Begins Phase 1
 Begin Kitchen Build Out for units/ Sinks Installed/ Drains Installed

- 180 Days Bathrooms Phase 2/ Tub/ Shower Inserts/ Vanity/ Toilets/ Drain Hook Ups
 HVAC Units Installed/ Final Phase/ Final Inspection
 Plumbing Final Inspections

- 210-240 Days* Electrical Final Phase/ Interior Unit Fixtures/ Lighting, etc.- Final Inspection(s) Completed

***Depending on the project or scope of work being performed, a Commercial Deferral timeline must be completed within 180 days.**

ADDITIONAL:

_____ Owner to submit plans for rehabilitation with time frame for review by BSEED.

_____ Owner to provide statement indicating the purpose for which the property will be used; BSEED to determine feasibility.