

Voluntary Demolition Program



**City of Bartlesville, Oklahoma
Neighborhood Services
Department**

VOLUNTARY DEMOLITION PROGRAM
CITY OF BARTLESVILLE, OKLAHOMA
August 2009

OVERVIEW:

The City of Bartlesville, Oklahoma, is offering property owners within the city limits an opportunity to voluntarily have vacant buildings that are substandard, deteriorated, or dilapidated demolished for a set fee. The community's health, safety, and welfare will benefit from the building's removal. Property owners will benefit both by paying a set fee that is lower than the actual cost of demolition and by avoiding any public nuisance actions by the City. Property owners will retain title to the property after the building is removed.

The program is intended to provide property owners a means to conveniently demolish aging or substandard homes or buildings at a reduced cost, and to improve the quality of neighborhoods in the city limits.

Participation is voluntary, and funding is limited. Therefore, property owners are encouraged to take advantage of this program quickly.

HOW DOES IT WORK?

The City of Bartlesville will enter into an agreement with the property owner(s) for building demolition, removal of debris, and site grading. Qualified structures will be residential structures to include, but not limited to, single family homes, garages, sheds, and duplexes. No residential structures larger than a duplex and no commercial properties will be considered. The City and property owner(s) will agree to a set fee for the work in accordance with the fee schedule outlined below. The City will hire a contractor to do the work and will make all arrangements for disconnection of utilities. Once the demolition is completed, the owner has six (6) months to pay the fee in full. If payment is not received in full within this six month period, the City will file a lien against the property for the actual cost of the demolition work. There will be no lien on the property if the owner pays the agreed upon set fee to demolish the structure in cash prior to the demolition.

WHAT DOES IT COST?

The agreement between the City and the property owner(s) will state what the set fee is BEFORE any demolition work occurs. The set fee will be the MAXIMUM amount that the owner will pay for the work. In the unlikely event that the work is performed at a less expensive cost than the set fee, an adjustment will be made in the property owner's favor. If the work is performed at a greater expense than the set fee, the City will absorb those costs. At no time will the property owner be asked to pay a higher fee once the agreement is signed by both parties.

The fee will include two components: A \$100 charge for administrative expenses by the City and a \$1 charge per each 1 sq. ft. of structure to be demolished. For example, the owner of a property with a 900 sq. ft. vacant, deteriorated house on it would only pay a \$1,000 fee for demolition even if it cost the City \$1,800 to do the actual work (the exact cost will be determined by the scope of demolition work required). Likewise, the owner of a property with a 1,700 sq. ft. vacant, deteriorated house on it would only pay a \$1,800 fee even if the actual demolition costs \$3,300 to complete. Due to limited funding for this program, the City can only enter into such agreements if the maximum expense to the City on any one structure does not exceed \$3,000. Structures which are eligible for this program include residential houses and/or accessory buildings, like storage sheds, garages, and carports.

PAYMENT TERMS:

Prior to commencing demolition, the City will file a “Notice of Lien” with the county treasurer stating that a lien will be placed on the property should the owner not pay the agreed-upon fee in full within six (6) months. This is necessary to protect the City’s interest in recovering the fee should the property be sold within six months following demolition. There will be no lien on the property if the owner pays the agreed upon set fee to demolish the structure in cash prior to the demolition.

After demolition occurs, the City will send the property owner a billing for the agreed-upon fee. The property owner will then have six months to pay the fee in full. Payments can be made in one lump sum or incrementally. If payment is made in full within six months, the “Notice of Lien” will be released and there will be no further amount owed to the City for the demolition work.

Should payment not be made in full, the City will file a lien on the property with the county treasurer for an outstanding balance of the actual cost to remove the structure. This lien will be co-equal with the property’s taxes and, if left unpaid, could ultimately result in forfeiture by the property owner.

WHAT’S THE ADVANTAGE?

For the City, the program provides a process whereby vacant substandard, deteriorated, or dilapidated buildings can be demolished in voluntary partnership with property owners without the need for a public nuisance abatement process. Removing such buildings benefits the neighborhood’s and community’s health, safety, and welfare.

For the property owner, there are many advantages. First is the cost savings. The fee for actual demolition work will be equal to or less than the cost to do the work. In most cases, the cost savings will be significant. Second, the program allows the property owner to improve the property and the community by removing an eyesore building. Third, the set fee takes the property owner’s guessing or surprise out of the cost for demolishing the building.

Fourth, the property owner is able to avoid any civil or criminal matters related to abatement of a public nuisance. Finally, the property will now be a vacant lot which can be redeveloped or sold.

Although some vacant lots are more marketable than others, typically the value of such lots in Bartlesville often exceeds the program's set fees.

IMPORTANT NOTES:

Eligible properties must be vacant of human occupants at the time an agreement is submitted to the City. Properties must also be empty of furnishings and debris to an extent acceptable by the Neighborhood Services Supervisor. Properties must be free and clear of any previous liens, mortgages, or other ownership interests, or past due property taxes. Any insurance policies related to the building(s) set for demolition, or its contents, must be no longer in effect. Any hazardous materials not an integral part of the building's construction must be removed from the property prior to submitting the agreement.

The property owner(s) also agrees to hold the City harmless from any liability for any damages or injuries caused by the actions by the City, its employees, contractors or other agents thereof, whether intentional or unintentional.

Property owner(s) participating in the program do so voluntarily. However, that does not relieve them from any previous or future public nuisance actions pertaining to the property. Also, should terms of the agreement not be fulfilled by the property owner, the City may take any measures necessary and proper to assure protection of the public's health, safety, and welfare.

The City reserves the right to determine acceptable properties for the program and may withdraw from any agreement without cause upon written notice to the property owner. The City also reserves the right to discontinue this program at any time for any reason.

HOW DO I PARTICIPATE?

Agreements are available in the City's Neighborhood Services Division, Community Development Department, located on the second floor of City Hall, 401 S. Johnstone. For information, contact Larry Silver, (918) 338-4242 or email ldsilver@cityofbartlesville.org.

PROPERTY OWNER CONSENT DEMOLITION PROGRAM

City of Bartlesville, Oklahoma

RELEASE AND AGREEMENT

This Release and Agreement is hereby made and entered into this ____ day of _____, 20____, by and between the City of Bartlesville, Oklahoma, a municipal corporation, hereinafter referred to as City, and _____, hereinafter referred to as Owner.

Whereas,

_____ is/are the Owner, free and clear of any outstanding liens, mortgages, and encumbrances of the real property located at and described in the following legal description:"

Whereas, Owner owns a vacant substandard, deteriorated, or dilapidated building located on the above described property (attach dimensional drawing and photograph(s) of building); and,

Whereas, Owner desires to have the building removed from the property and acknowledges that its removal is for the betterment of the public's health, safety, and welfare; and,

Whereas, City is willing to remove the building by demolition to be conducted by a contractor chosen by the City of Bartlesville; and,

Whereas, Owner is agreeable to allowing the City to demolish the building, remove all demolition debris and grade the site at the above location.

For and in consideration of the City of Bartlesville providing services in the form of removing a building owned by and with consent by Owner, that the following fee shall apply:

For demolition of the structure, removal of demolition debris and site grading, _____ is to be paid in full to City by Owner within six (6) months following the date of demolition OR the actual cost of demolition will be collected by City as a lien against the property.

This Release and Agreement is entered into voluntarily and is intended to release the City of Bartlesville, its officers and employees, and agents thereof, for any and all claims that may occur as a result of services performed.

Now, therefore, Owner and City agree as follows:

1. City shall remove the building described above by demolition with voluntary consent of Owner. Owner acknowledges the vacant structure is in a substandard, deteriorated, or dilapidated condition, and that its removal benefits the public's health, safety, and welfare.
2. City will be paid a fee in the amount of _____ within six (6) months following the date of demolition; OR Owner agrees that a lien in the amount of actual cost of demolition and removal of the building will be assessed for the work completed by the City. A Notice of Lien shall be filed by City prior to commencing demolition, with said notice being released upon payment in full by Owner within the prescribed six (6) month time frame following the date of demolition. City agrees to pay all costs in excess of the fee charged Owner for building demolition, demolition debris removal, and site grading provided Owner pays the agreed upon amount within six (6) months following the date of demolition.
3. Owner certifies that no liens, mortgages or other ownership(s) exist concerning said property. Furthermore, any and all insurance policies covering the building, and/or any personal contents contained therein, have been cancelled and are, therefore, no longer in force and effect.
4. Owner shall indemnify and hold City harmless of and from any and all claims, suits, actions, or judgments, including all expenses, attorney fees, witness fees, cost of defending any such action or claim, or appeals, therefrom, arising out of the City of Bartlesville's demolition of the building.
5. Owner certifies that there are no hazardous materials located, stored, kept, maintained or possessed on or about the above described property.

APPROVED BY OWNER:

APPROVED BY CITY:

Owner

City Manager

Date

Date