

**MINUTES OF A WORK SESSION OF THE MILAN CITY COUNCIL  
HELD ON JUNE 27, 2022  
147 WABASH STREET, MILAN, MICHIGAN 48160**

Mayor Kolar called the work session to order at 6:00 p.m.

**COUNCIL MEMBERS PRESENT:** Mayor Kolar, Pro-Tem Kerkes, Council Members Baldwin, Kofflin, Nie, Thompson, and Wayne.

**OTHER OFFICERS PRESENT:** City Administrator Jim Lancaster, City Clerk Lavonna Wenzel, City Treasurer Sarah Finch, Police Chief Tillery, IT Director Koehler, DDA Director Jill Tewsley and Parks and Recreation Director Ellen Bell.

**OTHERS PRESENT:** Mike Radzik with Carlisle Wortman. Martha Churchill, Carrie Ritchie, Jodie Franklin, Dutch Nie, David Sweet, Jillann Chrzanowski, Amy Taylor, Kim Carpus, and Trisha Baldwin.

**AGENDA:**

- A. Tolan Plaza & Water Main Project Discussion.**
- B. Rental Inspection Discussion.**
- C. Any matters that may legally come before council.**

**A** - On behalf of Moving Milan Forward, Dave Snyder presented bids submitted for Tolan Plaza improvements and a financial statement. (see attached) Mayor Kolar presented the state of the City's fund balance and opened the floor to council for questions and comments. Councilmember Nie reflected on past projects that have been rejected and the ones funded with more projects to come. He shared his regrets that he did not do more due diligence at the beginning of the Moving Milan Forward Tolan project, with involving city engineer OHM to learn more of current and future city needs. Mayor Kolar questioned the responsibility for the projects follow through and the pulling of permits. Councilmember Baldwin shared his passion to complete this project and felt confident the city could find the funds to move forward with it. He fears letting down individuals that have donated to the project and the future of Moving Milan Forward if plans should fail. Councilmember Wayne shared her desire to see the project completed but understands the importance of being financially responsible. Many citizens showed up in support of the Plaza project, and several donors spoke in favor of doing what is financially right for the city.

**B** - City council held a brief discussion with Mike Radzik from Carlisle Wortman who presented a recommended draft of a rental inspection ordinance. (see attached) He also recommended the city update its current 2015 International Property Maintenance code manual to the latest version of 2021 International Property Maintenance Code manual.

**PUBLIC COMMENTS:** Dave Snyder from Moving Milan Forward shared his final thoughts. Jodie Franklin spoke. Jessica Meingasner spoke. Ann Gee spoke. Jade Smith spoke. Dutch Nie spoke.

**ADJOURNMENT:** Motion by Councilmember Nie, seconded by Councilmember Kerkes to adjourn work session at 8:02 pm. Regular meeting to begin at 8:15 pm after short recess. Motion carried unanimously.

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Ed Kolar, Mayor

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Lavonna Wenzel, Clerk

**Tolan Plaza Water Main - Division 2 Costs  
Bids Received 4/19/2022**

**Diversified Excavating  
Ypsilanti**

Category 1--Underground Work for the City

**\$ 243,880.00**

**Diversified Excavating  
Ypsilanti**

<u>Item No.</u>	<u>Description</u>	<u># of Items</u>	<u>Quan</u>	<u>Unit Price</u>	<u>Total Cost</u>	
24	Erosion Control, Inlet Protection, Fabric C	1	ea	\$ 300.00	\$ 300.00	
25	Curb and Gutter Removal	270	ft	\$ 18.00	\$ 4,860.00	
26	Pavement Removal Modified	160	syd	\$ 23.00	\$ 3,680.00	
27	Sidewalk Removal	70	syd	\$ 45.00	\$ 3,150.00	
28	Planter Removal	0	ea	\$ 200.00	\$ -	
29	Seat Wall Removal	1	ea	\$ 200.00	\$ 200.00	
30	Sign Removal	1	ea	\$ 50.00	\$ 50.00	
31	Light Pole Removal	0	ea	\$ 350.00	\$ -	Reduction in Scope - Milan DPW
32	Bollard Light Removal	0	ea	\$ 450.00	\$ -	Reduction in Scope - Milan DPW
33	Signal Pole Removal	1	ea	\$ 300.00	\$ 300.00	
34	Curb Inlet Grate Removal	1	ea	\$ 850.00	\$ 850.00	
35	Site Grading	500	syd	\$ 3.50	\$ 1,750.00	
36	Sand Base, CIOP, MDOT CL II, 4 Inch	10	cyd	\$ 28.00	\$ 280.00	
37	Aggregate Base 8 inch 21AA	85	syd	\$ 16.00	\$ 1,360.00	
38	Aggregate Base, 4 inch 21AA	9	syd	\$ 12.00	\$ 108.00	
39	Curb and Gutter	80	ft	\$ 26.00	\$ 2,080.00	
40	HMA Pavement	25	ton	\$ 72.00	\$ 1,800.00	
41	Concrete Pavement, 8 inch	9	syd	\$ 135.00	\$ 1,215.00	
42	Sidewalk, Concrete, 4 inch	830	sf	\$ 12.00	\$ 9,960.00	
43	Brick Pavers with Sand Base	0	sft	\$ 32.00	\$ -	Included in Subcontractor Price
44	Storm Pipe Outlet, 4 inch	15	ft	\$ 46.00	\$ 690.00	
45	Catch Basin Cover	1	ea	\$ 750.00	\$ 750.00	
46	Trench Drain	0	ft	\$ 145.00	\$ -	Included in Subcontractor Price
47	Light Pole, Base, Fixture	3	ea	\$ 340.00	\$ 1,020.00	Lights are fully paid for and on site
48	Gas Line	110	ft	\$ 12.00	\$ 1,320.00	
49	Gas Meter	1	ea	\$ 680.00	\$ -	Reduction in Scope - Milan DPW
50	Electrical Conduit, 1.5 inch	240	ft	\$ 30.00	\$ 7,200.00	
51	Electrical Outlet	7	ea	\$ 185.00	\$ 1,295.00	
52	Irrigation Line	260	ft	\$ 8.00	\$ 2,080.00	
53	Water Meter	1	ea	\$ -	\$ -	Reduction in Scope - Milan DPW
54	Bollards	3	ea	\$ 440.00	\$ 1,320.00	
55	Planters	6	ea	\$ -	\$ -	Included in Subcontractor Price
56	Water Service, Non-Standard, Type K Co.	1	ea	\$ 3,800.00	\$ 3,800.00	
57	Deduction	1	LSUM	\$ -	\$ -	
	Subcontractor Work (Planters, Plaza, Trench Drain)			Balance Due	\$ 54,799.19	Covers lines 43, 46, and 55 above
<b>Total Category 2</b>					<b>\$ 106,217.19</b>	
<b>Total Category 2 Work (with confirmed reductions)</b>					<b>\$ 106,217.19</b>	
<b>Total Categories 1 and 2 (unconfirmed reduction not included)</b>					<b>\$ 350,097.19</b>	

The numbers above accurately reflect our company's proposal for work with the City of Milan

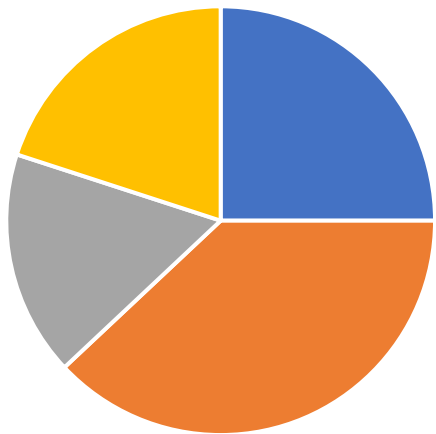
\_\_\_\_\_  
David Chie, Diversified Excavating and Site Utilities, Inc.

I agree to extend the pricing above for thirty days until July 12, 2022 for consideration by the City of Milan.

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David Chie, Diversified Excavating and Site Utilities, Inc.

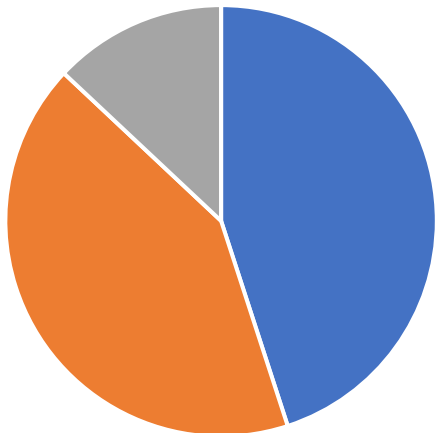
# Tolan Square

**Salenbien**  
Revenue Contribution Comparison



■ Water/Sewer 592 ■ MMF ■ Local Roads 203 ■ General 101

**Diversified**  
Revenue Contribution Comparison



■ Water/Sewer 592 ■ MMF ■ Local Roads 203 ■ General 101

City of Milan  
Tolan Square Plaza

GL NUMBER	DESCRIPTION	Salenbien	Diversified
<b>Revenues</b>			
Fund 000 - CAPITAL PROJECT FUND-TOLAN PLAZA			
Dept 000.000 - UNALLOCATED ACTIVITY			
000-000.000-000.000	CONTRIBUTION FROM MOVING MILAN FORWARD	147,000.00	147,000.00
000-000.000-000.000	CONTRIBUTION FROM FUND 592 (WATER/SEWER)	99,057.00	158,036.19
000-000.000-000.000	CONTRIBUTION FROM FUND 203 (LOCAL ROADS)	65,305.00	45,061.00
000-000.000-000.000	CONTRIBUTION FROM FUND 101 (GENERAL FUND)	78,075.00	-
<b>Total - Dept 000.000 - UNALLOCATED ACTIVITY</b>		<b>389,437.00</b>	<b>350,097.19</b>
<b>Total Revenues</b>		<b>389,437.00</b>	<b>350,097.19</b>
<b>Expenditures</b>			
Dept 900.000 - CAPITAL OUTLAY/FIXED ASSET EXPENDITURES			
000-900.000-000.000	TOLAN PLAZA EXPENDITURES-Phase I	199,362.00	243,880.00
	TOLAN PLAZA EXPENDITURES-Phase II	190,075.00	106,217.19
<b>Total - Dept 900.000 - CAPITAL OUTLAY/FIXED ASSET EXPENDITURES</b>		<b>389,437.00</b>	<b>350,097.19</b>
<b>Total Expenditures</b>		<b>389,437.00</b>	<b>350,097.19</b>
<b>TOTAL REVENUES</b>		<b>389,437.00</b>	<b>350,097.19</b>
<b>TOTAL EXPENDITURES</b>		<b>389,437.00</b>	<b>350,097.19</b>
<b>NET OF REVENUES &amp; EXPENDITURES</b>		<b>-</b>	<b>-</b>

Assumption: Increased contribution from Moving Milan Forward

A water rate study was conducted earlier this year and produced a recommended rate increase of 13.2 % over the next 4 years. This number puts \$225,000 per year into the working capital for Capital projects. The goal is to get to our recommended \$1.7 million dollars of working capital.

Year	2022	2023	2024	2025
Rate	\$12.56	\$15.21	\$18.21	\$21.61

Adding an additional \$125,000 from 2023 moving forward for a total of \$350,000. We are more than likely going to have to go to these rates to keep up with the asset management plan for the WWTP.

Year	2022	2023	2024	2025
Rate	\$12.56	\$16.21	\$19.21	\$22.61

#### Committed Water/Sewer Funds Moving Forward

Project	2022/2023	2023/2024	2024/2025	2025/2026
<b>Main Street US-23-RR</b>				
<b>County Street Dexter – US23</b>	\$338,000			
<b>Michigan Ave Dexter- US-23</b>	\$35,000	\$290,000		
<b>Lead Line Replacement</b>			\$55,000	\$55,000
<b>WWTP Upgrades</b>		TBD	TBD	TBD

#### Committed Road Funds Moving Forward

Project	2022/2023	2023/2024	2024/2025	2025/2026
<b>Main Street US-23-RR</b>	\$355,000			
<b>County Street Dexter – US23</b>		\$145,000	\$125,000	
<b>Michigan Ave</b>	\$30,000	\$280,000		
<b>Ann Marie, Michigan, Division</b>				\$263,000

The project listed above are the projects that the City has committed to over the next few years. Most of these are matching road grants that we need to work on the water/sewer below in conjunction with the road projects to make sure we are addressing the infrastructure from top to bottom. This will ensure that we get the maximum life expectancy out of our road projects.

## Ordinance No. 2022-XXX

### *An ordinance amending the Code of Ordinances*

#### *of the City of Milan*

#### *Chapter 6, Article V*

The City of Milan ordains that the City of Milan Code of Ordinances is amended as follows:

**Delete** in its entirety **Chapter 6, Article V**, entitled, **“Housing Code.”**

**Add** in its entirety the following new **Chapter 6, Article V**, entitled **“Property Maintenance Code”** with the following new language:

#### **ARTICLE V. – PROPERTY MAINTENANCE CODE**

Sec. 6-71. - International Property Maintenance Code adopted.

(a) The Stille-DeRossett-Hale Single State Construction Code Act [Public Act 1972 No. 230; MCL 125.1501 et seq.]; and the Home Rule City Act [Public Act 1909 No. 279; MCL 117.3(k)], as amended, provide that each city shall have power, whether so provided in its charter or not, to adopt, by reference in an ordinance, any codes, including property maintenance codes, that have been promulgated by a national organization or association which is organized and conducted for the purpose of developing any such code, provided that such code is clearly identified in the adopting ordinance, that its purpose is published with said ordinance and that printed copies thereof are kept in the office of the city clerk and/or building official, available for inspection by, and distribution to, the public at all times, and provided further that a complete copy of such code is available for public use and inspection at the office of the city clerk and/or building official, and that said publication shall also contain a notice to this effect.

(b) A certain document, three copies of which are on file in the office of the city clerk, being marked and designated as the International Property Maintenance Code, 2021 edition, as published by the International Code Council, be and is hereby adopted as the Property Maintenance Code of the city for regulating and governing the conditions and maintenance of all property, buildings and structures; by providing the standards for supplied utilities and facilities and other physical things and conditions essential to ensure that structures are safe, sanitary and fit for occupation and use; and the condemnation of buildings and structures unfit for human occupancy and use, and the demolition of such existing structures as herein provided; providing for the issuance of permits and collection of fees therefore; and each and all the regulations, provisions, penalties, conditions and terms of said property maintenance code on file in the office of the city clerk of the city are hereby referred to, adopted and made a part hereof, as if fully set forth in this section, with the additions, insertions, deletions and changes, if any, prescribed in section 6-71(c) of this chapter.

(c) The Property Maintenance Code, as adopted above, is hereby revised as follows:

- A. Section 101.1. Title. Insert: "the City of Milan."
- B. Section 103.1. Creation of agency. Insert: "Building Safety Department."
- C. Section 302.4. Weeds. Insert: "six (6) inches."
- D. Section 304.14. Insect screens. Insert: "April 1" and "November 1."
- E. Section 602.3. Heat supply. Insert: "October 1" and "May 1."
- F. Section 602.4. Occupiable work spaces. Insert: "October 1" and "May 1."

Sec. 6-72. - Violations; penalties.

(a) Violation of any provision of this article shall constitute a municipal civil infraction. Upon an admission or determination of responsibility for such municipal civil infraction, the violator shall be subject to a civil fine and costs in amounts specified in the Official Municipal Civil Infraction Fines and Costs Schedule adopted by resolution of the city council. Each day that a violation of any provision of this article is permitted to exist shall constitute a separate violation or infraction.

(b) The penalties specified in this section shall be in addition to and not in lieu of any other remedy that the city may have at law and/or in equity.

Secs. 6-73—6-80. – Reserved.

## Ordinance No. 2022-XXX

### *An ordinance amending the Code of Ordinances of the City of Milan Chapter 6, Article XI*

The City of Milan ordains that the City of Milan Code of Ordinances is amended as follows:

**Add** in its entirety the following new article **Chapter 6, Article XI**, entitled “**RENTAL HOUSING CERTIFICATION**” with the following new language:

#### **Sec. 6-210. – Purpose.**

The purpose of this article is to establish certain responsibilities and duties of landlords and tenants essential to make such dwellings safe, sanitary, and fit for human habitation, to provide for registration with the Building and Planning Department, to provide for biennial property maintenance inspections, to require a certificate of compliance issued by the Building and Planning Department in order to occupy rental dwellings, and to designate penalties for violations of this chapter. Further, the purposes of this chapter are:

- (a) to ensure that all rental housing units are being maintained in conformance with all applicable building and safety codes, rules, and regulations for the protection of the public health and safety of the residents of the rental units and the community;
- (b) to proactively identify blighted and deteriorated rental housing stock and to ensure the rehabilitation or abatement of rental properties that do not meet minimum building and housing code standards, exterior maintenance standards, and site maintenance standards all in an attempt to create and maintain a healthy, safe, and crime and nuisance free environment to further preserve and enhance the quality of life for the residents of the City living in rental units, as well as the community as a whole;
- (c) to regulate residential rental housing businesses through registration, inspection, and certification to protect the public health, safety, and welfare, and to achieve the goals of this Article; and
- (d) to assist the City with information to provide more adequate police, fire, and emergency protection; more equal and equitable real and personal property taxation; better efficiency and economy in furnishing public utility services; and more comprehensive and informed planning and zoning for uses of land and structures within the City.

## **Sec. 6-211. – Definitions.**

The following words and phrases shall have the following meanings respectively given to them in this article:

*Apartment* means a dwelling unit within a multiple-family residential dwelling (see *Dwelling, Multiple-Family*).

*Building Code* means the currently adopted code or codes regulating building construction in the City of Milan.

*Building Official* means the person responsible for administering the relevant building code for the City of Milan.

*Certificate of compliance* means a certificate issued by the City's Community Development Department indicating that the residential rental structure or unit identified on the certificate is in compliance with this article and other applicable state laws and City ordinances. The certificate shall identify the structure or unit, show the name and address of the property owner, the date issued, and the expiration date. It shall be valid until its expiration date unless extended, suspended, or revoked by the Community Development Department. The standard period of time a certificate of compliance is valid shall be twenty-four (24) months, at which time it shall be renewed. An incentive bonus of an additional six (6) months may be earned, in which case the certificate of compliance shall be valid for a period of thirty (30) months.

*Certificate of compliance incentive bonus* means an additional six (6) months period of time that a certificate of compliance is valid. An owner may earn an incentive bonus if 1) no life/safety code violations are cited during an initial inspection; 2) no more than four (4) non-life/safety code violations are cited during an initial inspection; 3) all non-life/safety code violations are corrected within the first re-inspection; 4) there are no outstanding fees, fines, or taxes owed on the property; and 5) all required permits have been obtained for work within the structure.

*Code compliance* means the residential rental structure or residential rental unit is in substantial compliance with all applicable state law and City code requirements, including the City's property maintenance code and fire code.

*Department* means the City of Milan Building and Planning Department.

*Dwelling, Live/Work:* A multi-story dwelling unit where the first floor is designed as a storefront for retail, service, office, or artisan studio and a dwelling unit on the upper floors.

*Dwelling, Multiple-Family:* A building, or portion thereof, designed for occupancy by three (3) or more families living independently of each other. Multiple-family dwellings may consist of the following:

- (a) Efficiency Unit: a dwelling unit containing not more than one (1) room in addition to kitchen, dining and sanitary facilities.



- (b) One (1) Bedroom Unit: a dwelling unit consisting of not more than two (2) rooms in addition to kitchen, dining and sanitary facilities.
- (c) Two (2) Bedroom Unit: a dwelling consisting of not more than three (3) rooms in addition to kitchen, dining and sanitary facilities.
- (d) Three (3) Or More Bedroom Unit: a dwelling consisting of not more than four (4) rooms in addition to kitchen, dining and sanitary facilities.

*Dwelling, One-Family:* A building consisting of not more than one (1) dwelling unit designed exclusively for the use of one (1) family.

*Dwelling, One-Family Attached:* A building containing not less than three (3) nor more than eight (8) one-family dwelling units erected side by side as a single building, each being separated from the adjoining unit or units by an uninterrupted wall extending from the basement floor to the roof. No more than one (1) dwelling unit may be served by a single stairway or by a single exterior door.

*Dwelling, Two-Family:* A building designed exclusively for occupancy by two (2) families, independent of each other such as a duplex dwelling unit.

*Dwelling Unit:* A building, or portion thereof, designed for the occupancy of one (1) family and having cooking and bathroom facilities.

*Family:* Shall be defined by one (1) of the following:

- (a) One (1) or more persons related by blood, marriage, adoption or guardianship, plus not more than two (2) persons not so related, who are either domestic employees, caregivers including but not limited to a nurse, nanny or physical therapist, or persons who occupy rooms for which compensation may or may not be paid, living together as a single housekeeping unit.
- (b) Two (2) persons and their children by natural birth or adoption, plus not more than two (2) persons not so related, who are either domestic employees or caregivers including but not limited to a nurse, nanny or physical therapist, or persons who occupy rooms for which compensation may or may not be paid.
- (c) A functional family living together as a single housekeeping unit.

*Family, Functional:* A group of no more than four (4) persons, plus their minor children, having a relationship which is functionally equivalent to a family. The relationship must be of a permanent and distinct character with a demonstrable and recognizable bond characteristic of a cohesive unit. A functional family shall not include any society, club, fraternity, sorority, association, lodge, organization or group of students or other individuals, exceeding four (4) persons in number, where the common living arrangement or basis for the establishment of the housekeeping unit is temporary.

*Fee* means a fee determined from time to time by City Council resolution.

*Initial phase-in period* means the period of time from the effective date of this article through completion of the first inspection cycle, a duration of approximately two (2) years, during which time all residential rental structures and residential rental units in existence on the effective date of this article shall be required to be registered, inspected, and certified as being compliant with this article. It shall be permissible for a tenant to continue to occupy an existing residential rental unit during the initial phase-in period barring any order of the Building Official or Fire Marshal to the contrary.

*Inspection guidelines* means the City of Milan Rental Inspection Guidelines pursuant to the provisions of Chapter 6, Article V, of the Milan City Code entitled Property Maintenance Code.

*Lease* means any written or oral agreement that sets forth conditions concerning the use and occupancy of residential rental structures or residential rental units between an owner and tenant.

*Manufactured Home:* Any structure, transportable in one (1) or more sections, which is built on a chassis and designed to be sold as a dwelling with or without permanent foundation, when connected to the required utilities, and includes the plumbing, heating, air conditioning, and electrical systems contained in the structure. Manufactured housing does not include recreational vehicles or equipment.

*Owner* means a person or entity with legal or possessory interest in a residential rental property, residential rental structure, or residential rental unit.

*Registration* means submittal of an official City application form and fee to the Building and Planning Department reporting ownership of a residential rental structure including all required data and information regarding said structure, dwellings and accessories contained within said structure, and upon said premises.

*Residential rental property* means the property upon which a residential rental structure is located, which may carry separate tax parcel identification numbers or separate mailing addresses but are on one contiguous parcel(s) of land in one identified area.

*Residential rental structure* means any building that contains one or more residential rental units regardless of whether or not one of the units is occupied by the owner. Transitional housing facilities and special accommodation uses are considered residential rental structures for purposes of this article.

*Residential rental unit* means any apartment, room, rooming house, boarding house, dwelling, or portion thereof or any condominium unit for which a person or group of persons pays rent directly or indirectly to the owner thereof for the purpose of a person to reside therein, examples of which include but are not limited to home improvements, employment agreements, bartered or discounted exchange(s) of merchandise or services and the like. This definition includes one- and two-family dwellings, multiple and multi-family dwellings, apartment units, flats, rooming house rooms, boarding houses, and transitional housing

facilities. This definition does not include hotels and motels licensed and inspected by the state, bed and breakfast establishments, country-inn establishments, or any other similar facilities licensed and inspected by the State.

*Responsible local agent* means an individual person, a real estate holding company, corporation, partnership, or other legal entity who represents the owner. The responsible local agent must have a place of business or residence in this State within 30 miles of the Milan City limits. The responsible local agent shall be designated by the owner as responsible for operating such premises in compliance with all the provisions of the City codes and ordinances. The owner may act as the responsible local agent provided that the owner resides or has a place of business in the State and within 30 miles of the Milan City limits.

*Tenant* means the person entitled under a lease to the use and occupancy of a dwelling unit.

**Sec. 6-212. – Registration of residential rental structures and dwellings required.**

No person shall engage, or be engaged, in the operation, rental or leasing of a residential rental structure without first registering the structure or dwelling with the City in the manner provided herein.

- (a) The owner of any existing residential rental structure(s) shall register each such structure with the City within 30 days of the adoption and effective date of this article.
- (b) All newly constructed residential rental structures and residential rental units shall be registered prior to the issuance of a certificate of occupancy by the City. Newly constructed residential rental structures shall not be assessed a registration fee.
- (c) The registration shall include a description of all dwelling units within each structure.
- (d) In the event the residential rental structure is a building containing more than one dwelling unit, only one certificate of registration is required for each structure even though multiple dwelling units occupied by multiple individuals may be contained within the building. The registration shall include the exterior and interior common areas, and the mechanical, laundry, storage, and recreational facilities within each multifamily structure and duplex structure.
- (e) The registration of one residential rental structure shall not relieve the owner from the necessity of registering all other individual structures that he/she/it owns.

**Sec. 6-213. – Responsible local agent.**

If the owner of a residential rental structure resides more than 50 miles from the City of Milan, the owner shall designate a person as the responsible local agent.

The responsible local agent shall live within 50 miles of the City and shall be responsible for operating and providing access to the residential rental structure or residential rental unit.

All official notices of the City may be issued to the responsible local agent, and any notice so issued shall be deemed to have been issued upon the owner.

**Sec. 6-214. – Registration forms.**

- (a) Application for registration shall be made on a form supplied by the City and filed with the Building and Planning Department and shall include the following information:
- 1) The address of the structure, type of structure, number of dwelling units, whether an owner occupies any portion of the structure, and the amount of rent collected from all sources.
  - 2) The individual owner's name, birthdate, driver's license number, address, reliable phone number, and reliable email address. No post office box shall be accepted as a legal address, however, may be accepted as a mailing address upon written request of the owner.
  - 3) If the owner is a corporation, the registration shall include the corporate name, Michigan corporate entity number, name and mailing address of the resident agent, corporate mailing address, reliable phone number, and reliable email address. Further, the registration shall include a list of all corporate officers and partners and their contact information.
  - 4) The owner's signature.
  - 5) If applicable, the designation of a Local Responsible Agent, the agent's birthdate, driver's license number, mailing address, reliable phone number, and reliable email address.
  - 6) The Local Responsible Agent's signature (if applicable).
  - 7) For multifamily structures, the registration shall describe tenant common areas, utility facilities, and tenant recreation facilities as requested on the form.
  - 8) A registration fee as established by City Council resolution.
- (b) For multifamily structures, the owner shall provide a site plan or drawing showing details of the property including locations of structures and parking areas on the site, and a complete layout of each building showing dwelling unit floor plans and common areas.

**Sec. 6-215. – Certificate of compliance required.**

- (a) The Department shall provide for the systematic inspection of all residential rental structures and residential rental units which are subject to provisions of this article for the purpose of determining whether the structures and units comply with this article. Those structures and units that comply shall be issued a certificate of compliance.
- (b) An owner shall provide the Department with a certificate of insurance, issued by an insurance company that certifies that the structure(s) and unit(s) is insured against structural loss or damage, including, but not limited to, fire damage. The certificate of insurance shall state the name of each person named on the policy and its expiration date. The certificate of insurance shall be in force at the time a certificate of compliance is issued or at the time a renewed certificate of compliance is issued.
- (c) After the initial phase-in period of this article, no person or entity, either the owner or the owner's responsible local agent, shall rent or lease a residential rental unit unless that

owner or agent has first obtained a valid certificate of compliance from the Department covering the unit. For new construction the original certificate of occupancy shall serve as the certificate of compliance for a period of 24 months, after which the owners of said units shall apply for a standard biennial certificate of compliance renewal. Previously vacant or owner-occupied structures that become residential rental structures after the effective date of this article shall obtain a valid certificate of compliance for the structure and each residential rental unit and comply with all other provisions of this article prior to occupancy of any unit.

**Sec. 6-216. – Issuance of certificate of compliance.**

- (a) A certificate of compliance shall not be issued until all required inspection and reinspection fees have been paid in full.
- (b) A certificate of compliance shall be issued on the condition that the premises remain in compliance with the Code. If upon valid complaint the Department determines that violations exist, the certificate may be suspended as to the affected areas or the full certificate may be revoked, and the areas of violation may be ordered vacated until the dwelling unit is brought into compliance.

**Sec. 6-217. – Term and renewal.**

- (a) *Registration* of a residential rental structure shall be valid for as long as ownership and designation of a responsible local agent remains unchanged.
- (b) *Certificates of compliance* of residential rental structures and residential rental units shall be renewed on a biennial basis and are valid until the expiration date recorded on the certificate of compliance unless administratively extended, suspended, or revoked by the Department. The period of time the certificate is valid shall begin on the date of the scheduled first inspection and shall expire at midnight on 24 months following issuance. If an owner or agent cancels or fails to appear for a scheduled inspection or takes an unreasonable period of time to correct code violations, the time delay to certify the structure or unit shall not serve to extend the period of time the certificate is valid. The date of issuance and expiration shall be recorded on the certificate. It is the duty of the owner or responsible local agent of the residential rental unit to arrange for the inspection necessary for the renewal of the certificate of compliance at least 60 days prior to its expiration.
- (c) Any owner or responsible local agent shall be afforded the opportunity to earn a *certificate of compliance incentive bonus* that extends the period of time a certificate of compliance is valid from 24 months to 30 months. An additional six (6) months bonus time shall be granted under the following conditions:
  - 1) no life/safety code violations are cited during an initial inspection
  - 2) no more than four (4) non-life/safety code violations are cited during an initial inspection
  - 3) all cited code violations are corrected by the time of the first re-inspection

- 4) there are no outstanding fees, fines, or taxes owed on the property
- 5) all required permits have been obtained for work done within the structure
- (d) If an owner or responsible local agent fails to arrange for the inspection necessary to renew the certificate of compliance at least 60 days prior to its expiration, the Department shall schedule the inspection and send notification to the owner or responsible local agent pursuant to Sec. 18-185.
- (e) The department may , in the absence of any life/safety code violations, administratively extend the expiration date of a certificate of compliance of any residential rental unit due to circumstances beyond the control of an owner or responsible local agent including, but not limited to, the department's inability to perform an inspection in a timely manner.

**Sec. 6-218. – Transfer of Ownership or responsible local agent.**

- (a) Certificates of compliance shall be transferable when the ownership of a dwelling unit changes provided that a valid certificate of compliance is in effect for each structure and dwelling unit the owner intends to rent or lease.
- (b) It shall be the duty of the new owner to register with the Department consistent with Sec. 6-212.
- (c) It shall be unlawful for the owner of any residential rental structure or residential rental unit, who has received a notice of violation of any code or ordinance of the City, including zoning violations, building code violations, violations of rental inspection guidelines, or nuisance code violations, to transfer, convey, lease or sell, including by land contract, ownership and/or interest in any way to another, unless such owner shall have first furnished to the grantee, vendee, or transferee a copy of any notice of violation and shall have furnished to the Department a signed and notarized statement from the grantee, vendee, or transferee acknowledging receipt of such notice of violation and acknowledging legal responsibility for correction of the violation.

**Sec. 6-219. – Inspections.**

- (a) The Department shall schedule inspections, at its discretion, of residential rental structures and residential rental units which are subject to provisions of this article to determine if the structures and units qualify for a certificate of compliance. The owner of the property shall receive not less than 30 days' prior notice of the Department's intent to inspect; the owner may voluntarily waive the notice period and request an inspection at an earlier date. The owner shall provide to the tenant a minimum of 72 hours' written notice of the Department's intent to inspect the unit he/she occupies.
- (b) Inspection fees established by the City shall be paid in full prior to the date of inspection.
- (c) After the initial phase-in period, all residential rental units which are subject to provisions of this article shall be required to be inspected at not less than 24-month intervals nor more than 30-month intervals.
- (d) The Department shall inspect residential rental structures and residential rental units pursuant to any of the following circumstances:

- 1) Upon receipt of a new rental registration application for a structure or unit that was not previously registered.
  - 2) Upon receipt of any certificate of compliance renewal request for any structure or unit that has been previously certified.
  - 3) Upon receipt of a complaint from an owner or tenant that a structure or unit is in violation of the property maintenance ordinance or any other ordinance or code of the City of Saline, or is in violation of Michigan's housing law, Section 125.401 et seq. of the Michigan Compiled Laws.
  - 4) Upon receipt of a report or a referral from the Saline Police Department, Saline Department of Public Works, Saline Area Fire Department, other law enforcement agency, public agency or department, or any individual indicating that the premises may be in violation of this article. The request shall be based on the personal knowledge of the person making the report.
  - 5) If an exterior survey of the premises gives the building official probable cause to believe that the premises is in violation of this article.
  - 6) Upon receipt of information that the residential rental structure is not registered with the City as required by this article.
- (e) If entry to a residential rental structure or residential rental unit requiring inspection is refused, the Building Official and/or their designee shall have recourse to the remedies provided by law to secure entry, including but not limited to obtaining a warrant for an administrative search. Inspections shall be limited to only the areas necessary to ascertain compliance with applicable ordinances, codes, and state law. Every reasonable effort shall be made to obtain consent to voluntarily enter the premises for the purpose of conducting a property maintenance inspection.
- (f) An owner or responsible local agent who is provided with written notice of a code violation or violations, shall correct the code violations within the period of time specified in the notice of violations. Failure to correct a code violation within the specified period of time constitutes a nuisance per se and may result in the residential rental structure or residential rental unit being posted for non-compliance with the City's property maintenance code and/or any other applicable codes or regulations.

**Sec. 6-220. – Inspection guidelines.**

The inspection guidelines required by this article shall be governed by those guidelines set forth in Chapter 6, Article V, of the Milan City Code entitled Property Maintenance Code.

**Sec. 6-221. – Notices and Orders**

Official notices and orders issued pursuant to this article, including but not limited to inspection scheduling notices, inspection reports, and invoices, shall be served upon the owner or designated local responsible agent by first class mail, in person, or by email upon written consent of the owner or agent.

Whenever the Building Official or his/her designee determines that there has been a violation of any section of this article, he/she shall give notice of such alleged violation and order for correction of the violation as provided for in the Property Maintenance Code, Chapter 6, Article V, of the Code of Ordinances.

**Sec. 6-222. – Appeal Process**

(a) Appeal of Applicability of the Article

- 1) If the owner or responsible local agent disagrees with the opinion of the Building Official or his/her designee as to whether this article applies to the subject structure or dwelling, the owner or responsible local agent may appeal to the City Council.
- 2) Any owner or local responsible agent requesting such an appeal shall file a written request therefor to the Building and Planning Department within ten (10) days after the date of registration or refusal to register, whichever time is shorter. The appeal shall be made in writing and mailed or hand delivered to the Building and Planning Department.
- 3) As soon as practical, the City Council shall fix a time, date and place for a hearing and provide notice of the same to the owner or responsible local agent ten (10) days before the scheduled hearing.
- 4) The City Council shall hear evidence and testimony by City Departments and other concerned individuals regarding the appeal. The owner or local responsible agent, and/or their representatives, shall be allowed to present evidence and testimony at the hearing on the issues that are the subject of the appeal. After the hearing, the City Council shall decide by Resolution whether the subject structure or dwelling shall be regulated pursuant to provisions of this article. The decision of the City Council shall be final and shall be binding on the owner, responsible local agent, tenant, and the City.
- 5) The owner may appeal the final decision of the City Council to the Washtenaw County Circuit Court.

(b) Appeal of Notice of Violation of the Property Maintenance Code

- 1) If the owner or responsible local agent disagrees with the opinion of the Building Official or his/her designee as to the existence of an alleged violation, or the period of time that will be reasonably required to correct the alleged violation as set forth in the notice of violation, the owner or local responsible agent may appeal as provided for in the Property Maintenance Code, Chapter 6, Article V, of the Code of Ordinances.

**Sec 6-223. – Fees.**

Fees for registration, inspection, re-inspection, and miscellaneous other requirements of a structure or dwelling under this article shall be established by resolution adopted by the City Council and shall be placed on file and made available to the public by the City Clerk's Office.



**Sec 6-224. – Fees to be a lien on property in violation.**

All fees billed by the clerk/treasurer pursuant to Sec. 6-223 shall, upon billing, become a lien upon the premises to which they apply. On May 30, October 31 and/or thirty (30) days prior to the issuance of any and all tax bills each year, the clerk/treasurer shall certify any and all unpaid charges for such services which have been delinquent three (3) months or more and shall add thereto ten (10) percent of total charges against each of the several premises so certified to cover the city's additional costs should this procedure be necessary to effect collection, and shall enter the resulting total upon the next tax roll against each of the premises so certified. This lien shall be collected and/or enforced in the same manner as provided in respect to that for any other taxes assessed upon such roll.

**Sec. 6-225. – Right to examine certificate of compliance; registry of certificate holders.**

- (a) The owners or the owner's agent shall provide a copy of a valid certificate of compliance to the tenant or prospective tenant at the tenant's request.
- (b) The Building and Planning Department shall maintain a registry of all units that have obtained valid certificates. Such registry shall be available for public inspection.

**Sec. 6-226. – Harassment.**

- (a) Any owner or local responsible agent who harasses or threatens a tenant with loss of occupancy as a result of filing a valid complaint shall be responsible for a municipal civil infraction.
- (b) Any tenant or other person who shall maliciously or frivolously cause an inspection to be made for the purpose of harassing any individual, owner or responsible local agent, corporation, or governmental agency when no violation is present shall be responsible for a municipal civil infraction.
- (c) The Building Officials and/or his/her designees shall not be harassed, stalked, threatened, hindered, assaulted, or otherwise interfered with in the performance of their duties. Notwithstanding any other section in this article, a violation of this subsection shall be a municipal civil infraction.

**Sec. 6-227. – Penalties.**

- (a) Violation of any provision of this article shall constitute a municipal civil infraction. Upon an admission or determination of responsibility for such municipal civil infraction, the violator shall be subject to a civil fine and costs in amounts specified in the Official Municipal Civil Infraction Fines and Costs Schedule adopted by resolution of the city council. Each day that a violation of any provision of this article is permitted to exist shall constitute a separate violation or infraction.
- (b) The penalties specified in this section shall be in addition to and not in lieu of any other remedy that the city may have at law and/or in equity.