



CITY OF ALBION CITY COUNCIL MEETING AGENDA

Meetings: First and Third Mondays – 7:00 p.m.

City Council Chambers ♦ Second Floor ♦ 112 West Cass Street ♦ Albion, MI 49224

COUNCIL-MANAGER GOVERNMENT

Council members and other officials normally in attendance.

- **Joseph V. Domingo**
Mayor
- **Maurice Barnes, Jr.**
Council Member
1st Precinct
- **Lenn Reid**
Council Member
2nd Precinct
- **Garrett Brown**
Council Member
3rd Precinct
- **Rebecca Decker**
Council Member
4th Precinct
- **Cheryl Krause**
Council Member
5th Precinct
- **Andrew French**
Mayor Pro Tem
6th Precinct
- **Sheryl L. Mitchell**
City Manager
- **The Harkness Law Firm**
Cullen Harkness
- **Jill Domingo**
City Clerk

AGENDA

Study Session

Albion City Hall-Council Chambers
112 W. Cass St.
Albion, MI 49224

**Monday, September 26, 2016
7:00 P.M.**

PLEASE TURN OFF CELL PHONES DURING MEETING

Page No.

- I. Call To Order
- II. Roll Call
- III. Discussion--Rental Registration & Certification Ordinance
- IV. Citizens Comments
- V. Excuse Absent Members
- VI. Adjournment

NOTICE FOR PERSONS WITH HEARING IMPAIRMENTS WHO REQUIRE THE USE OF A PORTABLE LISTENING DEVICE: Please contact the City Clerk's office at (517) 629-5535 and a listening device will be provided upon Notification. If you require a signer, please notify City Hall at least five (5) business days prior to the posted meeting time.



City of Albion
Study Session
September 26, 2016

I. CALL TO ORDER

Mayor Pro Tem French opened the study session at 7:00 p.m.

II. ROLL CALL

PRESENT: Maurice Barnes (1), Lenn Reid (2), Cheryl Krause (5), Andrew French (6).

ABSENT: Garrett Brown (3), Rebecca Decker (4), and Mayor Joseph Domingo.

STAFF PRESENT:

Sheryl Mitchell, City Manager; John Tracy, Director Building, Code Enforcement and Planning;

III. ITEMS FOR INDIVIDUAL DISCUSSION

A. Rental Registration and Certification Ordinance

John Tracy, Director of Building, Planning and Code Enforcement, provided an overview of the draft. City has adopted the 2015 International Property Maintenance Code. The proposed Ordinance adds some responsibility to the tenant. Presently, the Inspection fee charged by Cornerstone is \$52 plus the administrative fee of the city. Ordinance would require all rental property to be registered annually. The certifications would be every two years. City does not presently have a comprehensive list of all rental property in the City. Discussion by French, Reid, Krause and Barnes.

IV. CITIZENS COMMENTS (Persons addressing the City Council shall limit their comments to no more than five (5) minutes. Proper decorum is required).

John Geyer (1010 S. Eaton), President - Albion Rental Property Association offered suggested amendments in writing. Terry Atkins (18072 – 27 Mile) spoke.

V. EXCUSE ABSENT MEMBERS.

Reid moved, Krause supported, to excuse Domingo, Brown, and Decker. (4-0, vv).

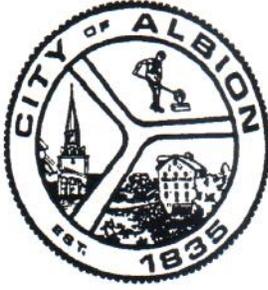
VI. ADJOURNMENT

Krause moved, Reid supported, CARRIED, to ADJOURN Study Session. (4-0, vv).

Mayor Pro Tem French adjourned the Study Session at 8:23 p.m.

PREPARED BY SHERYL L. MITCHELL





City of Albion

Planning, Building, Code Enforcement
112 West Cass Street
Albion, Michigan 49224

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(517) 629-7454 fax
Email: jtracy@cityofalbionmi.gov

PROPOSED RESIDENTIAL RENTAL REGISTRATION & CERTIFICATION

Purpose and intent

The city recognizes the importance to the general health, safety and welfare of all of its citizens, including its citizens who reside in residential dwellings, dwelling units and / or dormitories. The city therefore also recognizes a compelling interest in establishing standards for the maintenance of sanitary, health and safety of residential rental dwellings, dwelling units and dormitories. Proposed ordinance requires rental dwelling, dwelling units and / or dormitories to meet the minimum State of Michigan health and safety code requirements as referenced to in the international property maintenance code.

Proposed ordinance is designed to promote the continued maintenance of quality and safe residential rental properties and to enhance and maintain property value of all properties and to reduce the causes of blight and other deleterious factors affecting neighborhoods.

Registration

The owner of any residential rental dwelling, dwelling units and / or dormitory would be required to register rental property yearly. The registration would require the owners information to be supplied, and if applicable, local agent who shall be legally responsible for operating the registered rental property.

Certification

Proposed rental certification requires biannual inspection of rental properties. Biannual inspection of rental property is to insure property meets the minimum health and safety codes are met. Biannual inspection is also to insure property is maintained so as not to create blight and help deter decreased value to residential neighborhood.

POSSIBILITY OF VACANT PROPERTY REGISTRATION

Purpose and intent: The purpose of establishing a registration process for vacant properties with structures is to provide requirements for responsible parties to implement required vacant property maintenance for such properties which protect public health, safety and general welfare of the citizens and prevent neighborhood blight, ensure properties are secured, prevent deterioration, and protect property values and neighborhood integrity.



Rental Property Owners Association of the Albion Area

Member of RPOA-Michigan and Greater Albion Chamber of Commerce

P O Box 207, Albion, MI 49224

NEXT MEETING: 18 OCT 7PM AT THE AMERICAN LEGION HALL, 1230 EDWARDS ST,

President- John Geyer, 629-3109w/629-5821 h

Director 16-18, - Sue Blake, 629-3901

Director 16-18, & Treasurer David Ousley, 269-579-0971

Director 14-16 - Teresa Ousley, 629-2341

Director 14-16 & Secy. – Cindy Geyer, 629-5821

Director 15-17, & V.Pres. Terry Adkins, 629-2937

Director 15-17- Cheryl Mull, 269-425-6087

26 September 2016

These are our comments on the city's proposal.

Chapter 18, Article IX, Sec. 18-401 Purpose.

- (a) All of the residential buildings in the city are currently to be kept up by the owners according to the 2015 International Property Maintenance Code. Although the city has made what is probably a strong effort to combat blight, we have to insist that any other house within the city's jurisdiction, which is in view of a rental house be held to at least the same standard, even if only to identify and cite violations that are visible from the street. Recognize that rental property owners pay more taxes than homeowners who claim the homestead exemption. They are invested in this community.
- (b) There is no provision for the obvious huge backlog of inspections that will be needed and no provision to work with occupied apartments. Suggest that after registration, a temporary certificate be issued until the backlog is manageable. Landlords are struggling to fix-up their properties and find good tenants in a very depressed economic environment. They cannot afford to wait more than 5 working days to get their empty apartments inspected. We suggest adding where appropriate: "If the city fails to complete its inspection within 5 business days of an owner/agent's request, then a temporary certificate shall be issued until an inspection is completed." Also suggest that no inspection fee be paid until the inspection is to be performed. In any case, collecting inspection fees which do not result in actual inspections within a reasonable time will create a flood of complaints and ultimately losses for the city as this program stagnates further investment by non home owners.

Sec. 18-405 Registration forms and fee.

- (a) 6. The names and the number of occupants in each apartment are available from a landlord upon request by the authorities but attempting to require the city's landlords to keep such data updated on some data base at city hall smacks of "Big Brother", and would seem to invite liability to the city to even pretend to keep such information up dated and appropriately protected. The Post Office and area banks have privacy requirements for their mailing lists. It seems appropriate to expect the same of landlords.
- (b) Obvious to landlords, What is this going to cost? What provisions have been made to handle the paperwork? We would be foolish to go into anything with- out knowing the expected cost/benefit.

Sec. 18-406 Registration term and renewal.

The city will do well to have a clerk send out notices of up and coming re-registration. The restrictions that require a landlord/agent file and pay renewals in a 23 day window will go better with a 60 day notice.

Sec. 18-407 Certification required.

The health and safety conditions that typically require further inspection by the building (or other) inspector should be explained and up front. Sort of like posting speed limits where there is traffic. It seems that the city has made provision to use Cornerstone Inspection Service "if needed", so what will that cost?

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Sec.18-407 continued

The 2 year limit on certifications is making this so repetitive that even the staff who inspect will not likely be able to add or investigate unregistered properties. They will go to the places they are familiar with to get their quota and never be able to address the problem properties, which was the fundamental reason mentioned in Sec.18-401, to have this program in the first place. Several years ago Lansing Inspectors met with Adkins and Geyer and this is what they told us.

If there is a carrot in all this, extending the need to re-inspect a property out to the maximum if all areas pass except for things that can be corrected quickly, would Encourage Greatly the Cooperation of most investors in residential housing. As we understand it, that could be up to 6 years.

Again, as with renewing the registration, have a clerk mail out notices 60 days in advance because there is a very small window of 30 days, in which the owner/agent must schedule an inspection of their certified property.

Sec. 18-408

(d) Occupancy of an apartment, exceeding the registered limit. How do you propose to deal with a young couple who get pregnant in an apartment rated for 2?

Sec 18-409 Building Maintenance, Every occupant shall cooperate with and assist the owner to keep and maintain the building, dwelling unit and premises to meet the minimum requirements of this Code. In addition:

This has to be the sweetest part, but we really wonder if the city would fine the tenant for not doing their part or would they remove the certification and then the landlord has to start all over after evicting the tenant? How will this part work? Health, hazard and injury to the property is what we deal with all the time and there has been very little interest by most communities in substantiating or backing up property owners who have to deal with such tenants. It seems that condemning a property because the tenant won't take the trash out to the bin is a double loss for the owner. Where as if the tenant could be fined and the incident used in court to get him/her evicted if necessary, the owner can survive that.

Sec 18-410 Referenced Codes and Standards.

Even the best law or code is going to be misunderstood and not supported if it is kept private and not disseminated to the public. The 2015 edition of the IPMC is copyrighted. Consider that most property owners are not contractors and therefore don't expect to have to pay \$67 for a copy of the city's property maintenance code in order to have a general awareness of its requirements. We question if it can be copied for purposes of teaching, training or explanation to the community, especially rental property investors. There is one copy at the District Library.

In closing, we find that the costs and delays related to having a Rent Registration and Certification program in Albion will be significant to even the best and most able landlord. In the end there has to be a market in Albion for what must become higher rent. This program is not cheap for the city or rental property owners. It definitely will cost more for the tenants.

Some of our members own property in Jackson which has Rent Registration and Certification. They complain that the landlord is always at the mercy of an inspector who upon re-inspection, can find a new problem even after the owner has fixed what he caught the first time around. You cannot control your expenses, or plan needed work when the inspection becomes open ended and then expenses skyrocket. Mean while the apartment remains empty. These are arguments most contractors are familiar with. How many landlords are able to improve their investment or will they feel they have to let it go?

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DRAFT

CITY OF ALBION CODE OF ORDINANCE

CHAPTER 18
BUILDING AND BUILDING REGULATIONS

ARTICLE IX. RESIDENTIAL RENTAL REGISTRATION AND CERTIFICATION

Sec. 18 – 401 Purpose.

(a) The city recognizes the importance to the general health, safety and welfare of all of its citizens, including its citizens who rent residential rental structures. The city therefore also recognizes a compelling interest in establishing standards for the maintenance of sanitary, health and safety of residential rental structures and residential rental units in the city. This article is designed to promote the continued maintenance of quality and safe residential rental properties and to enhance and maintain property value of all properties and to reduce the causes of blight and other deleterious factors affecting neighborhoods.

(b) All residential rental structures shall be registered with the city and a valid and current rental certification shall be in effect at all times a residential rental structure is being occupied by a tenant. Approved certificate of rental certification shall only be available for those residential rental structures which meet and maintain the minimum standards as required by chapter 18, article IX, residential rental registration and certification, sec. 18-410 referenced codes and standards.

Sec. 18 – 402 Scope.

(a) *Application.* This Code shall apply to all rented or leased buildings, including manufactured homes, or any portions thereof, that are used or intended to be used for human habitation as single-family, two-family dwelling, multi-family dwelling, rooming house, rooming unit, housekeeping unit, sleeping unit or dormitory.

(b) *Alterations.* Existing certified buildings that are subject to this Code, but that do not comply with this Code shall, at the time of alteration or repair, and with respect to this new work, be altered or repaired to conform to this Code, the City Building Code (Chapter 18 of the Code of Ordinances), and the laws of the state of Michigan.

(c) *Relocation.* Buildings which are moved or relocated shall be considered new buildings and shall comply with all of the requirements of this Code.

(d) *Severability.* If a section, subsection, sentence, clause or phrase of this Code is, for any reason, held to be unconstitutional or a violation of the laws of the State of Michigan, such decision shall not affect the validity of the remaining portions of this Code.

Sec. 18 – 403 Definitions.

Code Enforcement Officer. The officer or building official charged with the enforcement of this code, or any duly authorized representative.

Director of Planning, Building, Code Enforcement. The official who is charged with the administration of this code, or any duly authorized representative.

Dwelling. A building, including manufactured homes, used in whole or in part for human occupancy.

Dwelling Unit. A single unit providing complete independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation.

Dormitory. A room, building, or part of a building with sleeping accommodations for a number of people, or a building with many rooms that provide sleeping and living accommodation for a number of people, as at college.

Family. This term shall mean "traditional family" or "functional family" as defined below:

- a. *Traditional family* – an individual or group of two or more persons related by blood, marriage or adoption, or other legal relationship, together with foster children, with a maximum of not more than (3) three additional unrelated persons, who are domiciled together as a single domestic housekeeping unit in a dwelling.
- b. *Functional family* – a collective number of individuals domiciled together in one dwelling unit of not more than four (4) unrelated persons, and who are in fact cooking and living as a single nonprofit housekeeping unit. A functional family shall not include any society, club, fraternity, sorority, association, lodge, combine, federation group, coterie, or other organization.

Any person or group of persons seeking the legal rights and privileges of a "family" as defined in subparagraph a. or b. above in any administrative, judicial, or quasi-judicial proceeding, whether as the proponent or by way of defense, shall have the burden of proving that their relationship satisfies the criteria in either *subparagraph a.* or *b.* Above.

Housekeeping Unit. A room or group of rooms forming a single habitable space equipped and intended to be used for living, sleeping, cooking and eating which does not contain, within such a unit, a toilet, lavatory and bathtub or shower.

Manufactured Home. Manufactured home means a structure, transportable in one or more sections, which in the traveling mode is 8 body feet or more in width or 40 body feet or more in length, or, when erected on site, is 320 square feet or more, and which is built on a permanent chassis and designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities, and includes the plumbing, heating, air-conditioning and electrical systems contained therein; except that such term shall include any structure that meets all the requirements of this paragraph except the size requirements and with respect to which the manufacturer voluntarily files a certification required by the secretary (HUD) and complies with the standards established under this title. For mobile homes built prior to June 15, 1976, a label certifying compliance to the Standard for Mobile Homes, NFPA 501, in effect at the time of manufacture is required. For the purpose of these provisions, a mobile home shall be considered a manufactured home.

Occupancy. The purpose for which a building or portion thereof is utilized or occupied.

Occupant. Any individual living or sleeping in a building, or having possession of a space within a building.

Owner. Any person, agent, operator, firm or corporation having a legal or equitable interest in the property; or recorded in the official records of the state, county or municipality as holding title to the property; or otherwise having control of the property, including the guardian of the estate of any such person, and the executor or administrator of the estate of such person if ordered to take possession of real property by a court.

Rooming House. A building arranged or occupied for lodging, with or without meals, for compensation and not occupied as a one – or – two family dwelling.

Rooming Unit. Any room or group of rooms forming a single habitable unit occupied or intended to be occupied for sleeping or living, but not for cooking purposes.

Sleeping Unit. A room or space in which people sleep, which can also include permanent provisions for living, eating and either sanitation or kitchen facilities, but not both. Such rooms and spaces that are also part of a dwelling unit are not sleeping units.

Sec. 18 – 404 Registration required.

Registration. The owner of any residential rental structure or residential rental unit shall register each residential rental structure and all residential rental units contained within the residential rental structure with the city and shall designate a person, as defined in section 18 – 403 *owner*, as the responsible local agent who shall be legally responsible for operating the registered residential rental structure or residential rental unit and shall also be responsible for providing access to such premises for making the inspections necessary to ensure compliance with the terms of this article and all applicable codes and ordinances adopted by the city. A certification shall not be issued unless an applicant complies with the registration sections of this article. The seller of a dwelling house sold on a land contract, within 30 days of its execution, shall provide a copy of the land contract or memorandum of land contract to the director of planning and building.

Sec. 18 – 405 Registration forms and fee.

(a) Applications for registration pursuant to this article shall be made in such form and in accordance with such instructions as may be provided by the city planning and building department and shall include at least the following information:

- (1) The name, address and telephone number of the applicant.
- (2) The names, addresses, telephone numbers and dates of birth of all owners of the residential rental structure.
- (3) The name, local address, telephone number and date of birth of the responsible local agent.
- (4) The number of residential rental structures at each site, the address of and number of residential rental units in each residential rental structure.
- (5) An authorization appointing a responsible local agent signed by both the owner and the responsible local agent.
- (6) Names and address of occupant(s). Inform city of change in occupancy (name) between yearly registration.

(b) A registration fee for each site/unit where residential rental structure(s) are located shall be paid at the time of registration. No post office box will be accepted as a legal address. A post office box, however, may be accepted as a mailing address for legal correspondence upon written request of the property owner and maintaining the legal street address on file with the city's planning, building, code enforcement department. Upon registration, the director of planning, building & code enforcement department; building official or authorized representative, shall inform the applicant of certification requirements. The fee for each registration shall be as set by resolution of the city council from time to time. The owner shall be responsible for notifying the city of any change of address of either the owner or the responsible local agent.

Sec. 18 - 406 Registration term and renewal.

Registration pursuant to this article shall be made prior to the use or occupancy of any residential rental structure and / or residential rental unit(s) except as otherwise provided by this article. The term of the registration shall be valid for one (1) year. Thereafter, as required every year between thirty (30) and seven (7) days before the expiration date on the registration issued for a residential rental structure and / or residential rental unit(s), every owner shall renew yearly registration of residential rental structure and / or residential rental unit(s) with the city planning and building department.

Sec. 18 - 407 Transfer of ownership.

(a) 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 notices that the number of residential rental units exceeds that permitted by chapter 30 which pertains to zoning, to transfer, convey, lease or sell, including by land contract, his ownership and/or interest in any way to another, unless such owner shall have first furnished to the grantee, lessee, vendee, or transferee a true copy of any notice of violation and shall have furnished to the building official a signed and notarized statement from the grantee, vendee, lessee, or transferee acknowledging the receipt of such notice of violation and acknowledging legal responsibility for correction of the violation.

(b) The new owner, upon acknowledging and accepting property with outstanding code violations must either correct code violations within 30 days of the transfer or due to the extensive nature of the violations, may enter into a work timeline agreement with the city within 10 days of the transfer in order to ensure repairs and renovations are made in accordance with all codes, ordinances and renovations standards established. Failure to do so may result in a municipal civil infraction, declaration of the building as a public nuisance, dangerous structure or blight. These time periods do not apply to property which has been determined to constitute a nuisance under chapter 18 article III – dangerous buildings under the city code of ordinance.

Sec. 18 - 407 Certification required.

No person shall lease, rent or cause to be occupied a residential rental structure or residential rental unit unless there is a valid certification issued by the city planning and building department in the name of the owner and issued for the specific residential rental structure and each residential rental unit. The certificate shall be produced upon request. The certificate may be issued after an inspection by but not limited to the code enforcement officer or building official. Under certain health and safety conditions, additional inspection(s) may be required to be performed by the building inspector, mechanical inspector, electrical inspector, plumbing inspector, and / or fire inspector to determine that each rental dwelling and rental unit complies with the provisions of the codes and ordinances of the city. Such inspections shall commence after the effective date of the ordinance from which this article is derived and shall continue until all rental dwellings and all rental units in the city have been inspected and continue, thereafter, as required every two (2) year's. Not more than 30 days before the expiration date on the certification issued for a rental property, every owner shall apply to the city planning and building department for the scheduling of an inspection for the issuance of a new certification for that residential rental structure.

Sec. 18 – 408 Every owner shall comply with the following provisions:

- (a) At the time a new tenant occupies a vacant dwelling unit, the new tenant shall be provided with a clean, healthful dwelling unit, free of visible mold and mildew.
- (b) Maintain the public or shared areas of a dwelling or the premises in a clean, safe, and sanitary condition.
- (c) Maintain in good repair every dwelling and premises and all parts thereof, including, but not limited to, plumbing, heating, ventilation, and electrical systems, and the interiors and exteriors of dwellings and dwelling units.
- (d) An owner or agent shall not allow a dwelling unit to be occupied by more persons than such dwelling unit is registered for or allow any portion of the dwelling unit to be occupied in such a manner that any of the provisions of this Code are violated.
- (e) Repairs, maintenance work, alterations or installations which are caused directly or indirectly by the enforcement of this Code shall be executed and installed in a workmanlike manner and installed in accordance with the manufacturer's installation instructions.
- (f) Equipment, systems, devices and safeguards required by this Code or a previous regulation or Code under which the building was constructed, altered or repaired shall be maintained in good working order. No owner, operator or occupant shall cause any service, facility, equipment or utility which is required by applicable law to be removed from or shut off for any occupied dwelling or dwelling unit, except for such temporary interruption as necessary while repairs or alterations are in progress. The requirements of this Code are not intended to provide the basis for removal or abrogation of fire protection and safety systems and devices in existing buildings.
- (g) All water leaks shall be properly repaired.
- (h) All locations within the building for which the Landlord is responsible for under the lease, shall be kept free of visible mold and mildew.
- (i) Buildings shall have approved address numbers placed in a position to be plainly legible and visible from the street or road fronting the property. These numbers shall contrast with their background. Address numbers shall be Arabic numerals. Numbers shall be a minimum of 4 inches (102mm) in height with a minimum stroke width of ½ inch (12.7 mm). Two or more units with the same street address shall be individually identified by approved number or alphabet letter.

- (j) Refuse service shall be supplied and meet the requirements of Chapter 66 of the city ordinance.
- (k) Grass shall be maintained and noxious vegetation shall be abated as required by Chapter 90 of the city ordinance.
- (l) Comply with other applicable provisions of this Code.

Sec. 18 – 409 Building Maintenance

- (a) Every occupant shall notify the owner or his/her agent in writing of any water leaks or of any other condition believed to be in violation of this code which directly affects the dwelling unit within a reasonable time of discovery of any leaks or condition.
- (b) Legal occupant may at any time notify the planning and building department or authorized designee, of a complaint regarding any condition believed to be in violation of this code. Complaint shall be filed on a form supplied by the planning and building department. Complaint may be followed up with an inspection of rental structure/premises by but not limited to the code enforcement officer or building official. Under certain health and safety conditions, additional inspection(s) may be required to be performed by the building inspector, mechanical inspector, electrical inspector, plumbing inspector, and / or fire inspector. If a complaint is made and violation is found to have been created by occupant, or false, the occupant who filed complainant shall be charged an inspection fee, or fees for additional inspections if required.
- (c) Every occupant shall properly maintain all facilities, including bathroom and kitchen facilities, in a manner that is clean and sanitary, so as not to place other occupants within that building at risk for safety or health reasons.
- (d) An occupant shall not sublet or allow any portion of the dwelling unit to be occupied in such a manner that any of the provisions of this code are violated.
- (e) Every occupant shall properly use the designated parking area provided by the applicable lease and shall not park across sidewalks or front yard.
- (f) Occupants shall not place any article of furniture and/ or an appliance manufactured for and intended primarily for indoor use out of doors, in yards, on open porches, or patios.
- (g) No occupant of any rental unit or building shall cause intentional destruction nor allow the intentional destruction by others to the rental unit or building or any part thereof.
- (h) No occupant shall access, nor permit access by others, to the rooftop of any structure. Exception: access by property maintenance personnel shall be permitted for necessary repairs.
- (i) Every occupant shall properly maintain all facilities in a clean and sanitary manner free of excessive accumulations of waste product or clutter. All areas for which the tenant is responsible for under the lease, shall be kept free of visible mold or mildew.
- (j) No occupant of any rental unit or building shall allow any refuse, debris or other substance to accumulate in the rental unit or building or any other area, which said occupant has use or possession thereof, or area which might put other occupants of that building at risk for health or safety reasons.

Sec. 18 – 410 REFERENCED CODES AND STANDARDS.

Chapters 2 through 8 of the 2015 edition of the International Property Maintenance Code are hereby adopted in their entirety, except as added, amended or deleted, as follows:

- Add Sec. 301.4 Owner occupied rental. Owner occupied portions of residential dwelling buildings shall be inspected every two (2) year's to ensure that a non-owner occupant of that residential dwelling building will not be subject to risk because of safety or sanitary conditions existing in the owner occupied portion of the residential dwelling building.
- Add Sec. 302.3.1 Whenever any public sidewalk shall be obstructed or encumbered because of any snow ice, water, slush, mud, dirt, filth, rubbish, debris, leaves or any other thing, article or substance which

may have fallen, formed, accumulated or been placed or dropped upon the sidewalk, it shall be removed as required by sec. 74-22 sidewalk obstruction; snow and ice accumulations, of the city code of ordinances.

Delete Sec. 302.4 Weeds

Add Sec. 302.4.1 Noxious weeds, grass and brush shall be maintained and abated in compliance with chapter 90 – vegetation article III. – noxious weeds, grass and brush, of the city code of ordinance.

Delete Sec. 302.8 Motor Vehicles

Insert Sec. 304.14 Insert “during the period from May 1 to October 1.

Delete Sec. 308 Rubbish and Garbage 308.1 through 308.3.2

Add Sec. 308.4 Solid waste shall be kept properly stored and disposed of in compliance with chapter 66 – solid waste, of the city code of ordinance.

Insert Sec. 602.3 Insert “during the period from October 1 to May 1.

Insert Sec. 602.4 Insert “during the period from October 1 to May 1.

Sec. 18 – 411 Penalty for violation.

Any violation of chapter 18, article IX, shall constitute a civil infraction and complaints shall be processed and punished according to section 1-26 of the city code of ordinance. *et. seq.*

Means of appeal: Any person directly affected by a decision of the code official or a notice or order issued under this code shall have the right to appeal to the building board of appeals, provided that a written application for appeal is filed within twenty (20) days after the day the decision, notice or order was served. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply, or the requirements of this code are adequately satisfied by other means.

Rental Property Owners Association of the Albion Area

Member of RPOA-Michigan and Greater Albion Chamber of Commerce

P O Box 207, Albion, MI 49224

President- John Geyer, 629-3109w/629-5821 h
Director 16-18, Sue Blake, 629-3901
Director 13-15, & Treasurer David Ousley, 269-579-0971
Director 14-16, Teresa Ousley, 629-2341

Director 14-16, & Secy. - Cindy Geyer, 629-5821
Director 15-17, & V.Pres. Terry Adkins, 629-2937
Director 15-17, Cheryl Mull, 269-425-6087

27 September 2016

Results of the meeting with City Council on 26 September 2016.

For the city:

1. (Sec. 18-409) The city will further define the process of holding tenants responsible for their code violations. How will that work?
2. (Sec. 18-401) Include inspection from the street, of properties with- in view of a rental property.
3. (Sec. 18-401) Include provision for the initial backlog. Temporary certificates? We need some kind of relief to accommodate occupied units until they can be inspected. Same for empty ones that we need to fill. Waiting will become a big problem and discourage further investment in Albion. How many units are there? How many inspectors? How long will it take?
4. (Sec. 18-405) Define the process of requiring tenant's names. Privacy issue!
5. (Sec. 18-405) Set the cost of registration and what that includes and provides.
6. (Sec. 18-406 and 407) Provide for advanced notice of renewal of registration and inspections.
7. (Sec. 18-407) Provide a price schedule for inspections of single, duplex and multiple family dwellings.
8. (Sec. 18-407) Provide alternate terms up to 6 years before re-inspection is needed for certain conditions.
9. (Sec. 18-407) Transfer of ownership is too complicated. Simply withhold the certificate until it passes inspection no matter who owns it.
9. (Sec. 18-408) Define how to deal with over occupied apartments.
10. (Sec. 18-409) Legal occupants are of course able to call the city for a code infraction but per our standard lease, we the landlord and tenant agree to notify the landlord at least in writing. Most of us only need a call. The paragraph, b., comes across as a threat. Why?
And sub-letting, (pp.(d) is covered by the lease. What is the purpose?
10. (Sec. 18-410) Find out from IPMC if portions can be copied to use for training or informing the general public. Find out the best price we can get for the 2015 IPMC + Commentary.

For the Landlords Association, RPOA-Albion:

1. Establish a means of identifying members in good standing to the city.
2. Develop a training program using the 2015 IPMC for members of the association.
3. Develop a voluntary preliminary inspection program, using the 2015 IPMC, for the membership.



RESIDENTIAL LEASE

NOTICE: MICHIGAN LAW ESTABLISHES RIGHTS AND OBLIGATIONS FOR PARTIES TO RENTAL AGREEMENTS. THIS AGREEMENT IS REQUIRED TO COMPLY WITH THE TRUTH IN RENTING ACT. IF YOU HAVE A QUESTION ABOUT THE INTERPRETATION OR LEGALITY OF A PROVISION IN THIS AGREEMENT, YOU MAY WANT TO SEEK ASSISTANCE FROM A LAWYER OR OTHER QUALIFIED PERSON.

This Lease is made this _____ day of _____, (year) by and between _____, hereafter called the "Landlord" and _____, jointly and severally, hereafter called the "Tenant".

RPDA - ALBION
P.O. BOX 207
ALBION, MI 48224

Description and Term of Lease

1. The Landlord, for and in consideration of the rents to be paid as stated herein and the performance of all the agreements provided within this Lease, does hereby lease to the Tenant the following premises:

Address _____
Apartment or Unit # _____
City _____
State _____ Zip _____

SAMPLE

For a term commencing on _____, (year) and expiring at noon on _____, (year)

Rent

2. For rent of the premises over the term set forth in paragraph 1 the Tenant agrees to pay the Landlord a total of _____ dollars, (\$ _____). The Tenant agrees to pay the said rent by paying \$ _____ (pro-rated necessary) on or before the commencement date in paragraph 1, and the balance in equal monthly payments of \$ _____ beginning on the _____ day of _____, (year) and in the same amount on or before the _____ day of each succeeding month during the term of this agreement.

Remedies In The Case of Default and Late Charges

3. It is expressly agreed that timely payments are the very essence of this agreement. If the Tenant defaults in the payment of rent and the rent remains unpaid for _____ days after it becomes due the Tenant shall pay a "late charge" of \$ _____ per day to compensate the extra expense of handling late payments.

The right of the Landlord to make a charge for a late payment should not be construed to be a grace period. Acceptance of late rental payments with any late charges from the Tenant shall not waive the Landlord's right to timely payments in the future. In the event any rent is due and unpaid the provision above for a late charge shall not exclude other remedies provided by law. If the Tenant defaults in rent payments or in any of the agreements contained herein, then it shall be lawful for the Landlord, or the Landlord's attorneys, representatives or assigns to reenter into, repossess the premises, and remove and evict the Tenant and every other occupant by any lawful means.

Premature Termination By the Tenant

4a. Except as allowed in item 4b below, should the Tenant vacate the premises prior to the expiration of this lease, the Tenant agrees to pay the rent specified in paragraph 2 above for the full term of this Lease or until such time as the premises are leased again. **In such case Tenant's liability includes, but is not limited to, all expenses that accrue to the premises, including utility bills and all expenses incurred to lease the premises again including leasing commissions and advertising expenses.** If the Landlord acts reasonably in leasing the premises for less than amount of this Lease, the Tenant shall be liable for the difference in rent for the balance of the term of this lease.

4b. A tenant who has a reasonable apprehension of present danger to him or her or his or her child from domestic violence, sexual assault, or stalking may have special statutory rights to seek a release of rental obligation under MCL 554.601b, (sec. 1b)(2010 PA 199)

Security Deposit

5. The Tenant agrees to deposit with the Landlord the sum of _____ dollars, (\$ _____) as security for the performance by the Tenant of all conditions and agreements of this lease. Said sum shall be paid on or before the _____ day of _____, (year)

The Tenant is not to consider this Security Deposit as the final rent installment due. As provided by 1972 PA 348 (MCL 554.601, et. seq.) said Security Deposit shall be returned to the Tenant, less any amounts owed to the Landlord by the Tenant as allowed by 1972 PA 348 (MCL 554.601, et. seq.) or any other statute, for any purpose including, but not limited to, rent due, utility and water bills, and damages to the premises beyond ordinary wear and tear.

The lists shall be accompanied by a check or money order for the differences between damages claimed and the amount of the security deposit, but should the amount assessed exceed the amount of the security deposit, the list of damages shall constitute an enforceable demand for payment of such excess by the tenant.

Abandoned Property

21. When the Tenant vacates the leased premises, should he leave any personal property or vehicles on or about the premises or common areas of those and adjacent premises and should such property remain uncollected and unclaimed by the Tenant after 30 days from the time of vacating, such personal property or vehicles may be deemed to be willfully abandoned and may be disposed of in any manner convenient for and chosen by the Landlord or the Landlord's agent without notice to Tenant.

Fire, Wind or Flood Damage

22. If the premises are partially damaged by fire, the elements or other causes which are not caused by the acts or failures to act by the Tenant or their guests, then the premises shall be repaired by the Landlord with reasonable dispatch, and if the Tenant cannot occupy the premises during such repairs without substantial inconvenience there shall be a proportionate reduction of rent allowed. The Landlord shall have no further liability save the proportionate reduction of rent even if repairs are delayed for any reason.

If the damages to the premises substantially destroys the premises the Landlord shall have the option to rebuild or repair the premises or to declare in writing this Lease null and void whereupon all responsibilities between the Landlord and the Tenant for the remaining term of this Lease shall cease.

Severability and Waiver

23. Invalidation of any of the provisions of this Lease by statute, court order, or judgment shall not affect any of the other provisions herein contained. Any provision of this Lease invalidated by any decision of the Supreme Court of Michigan or the United States published not less than 90 days prior to the execution of this Lease shall be null and void and this Lease shall be read as if such provisions were excluded.

Waivers of any covenant, condition, obligation, rule or regulation by the Landlord is not a waiver or further breach of the same.

Construction of Terms

24. This Lease, the Inventory Check List and any other documents appended to this Lease, contains each and every one of the agreements under this Lease. Any modifications must be entered in writing on all said copies of said Lease. The absence of any such entry shall be construed as a conclusive presumption that no such modification was agreed to, and the

absence of any such modification from any copy shall exempt any party whose copy has not been so modified from any responsibility indicated by such modification.

It is hereby stipulated that that the use of the singular or plural shall be construed as applying to the party referred to whether singular or plural and the use of masculine, feminine or neutral terms of gender shall be construed as applying to the party referred to regardless of gender.

The agreements contained in this Lease shall be binding upon and inure to the respective parties, their successors, heirs, executors, administrators and assigns, and may be exercised by either party or any attorney or agent of the party.

If paragraph 1 above indicates that the premises are leased by a Landlord acting through an agent or property manager then the Tenant shall contact the Landlord for any reason (notices, payment, complaints) first through the agent or property manager until otherwise advised by the Landlord, the agent, or property manager.

This Lease is to be construed according to the laws of the State of Michigan, and shall not be construed as violating in fact or intent, the provisions of 1978 PA 454 (MCL 554.631, et. seq.); 1968 PA 295 (MCL 554.139); 1972 PA 348 (MCL 554.601, et. seq.); 1976 PA 453 (MCL 37.2101, et. seq.); 1976 PA 220 (MCL 37.1101); 1961 PA 236 (MCL 600.2918; 600.5701, et. seq.); or 1976 PA 331 (MCL 445.901, et. seq.).

Each party hereby releases the other party from all liability arising from any loss, damage or injury caused by fire or other casualty for which the other party carried an insurance policy which permits waiver of liability and waives the insurer's rights of subrogation, to the extent that the insured party receives compensation under the policy.

Nothing contained in this Lease shall be construed as releasing either party from a duty to minimize or mitigate any damages to the party.

25. Other Restrictions (Cross out and initial restrictions that do not apply.)

- No Pets waterbeds allowed if waterbed insurance is purchased by the tenant.
- No Kerosene Heaters
- No Air Conditioners No _____
- No Washer/Dryer No _____
- No Waterbeds No _____

26. In witness whereof that parties hereunto set their hands this day and year as written above:

Landlord

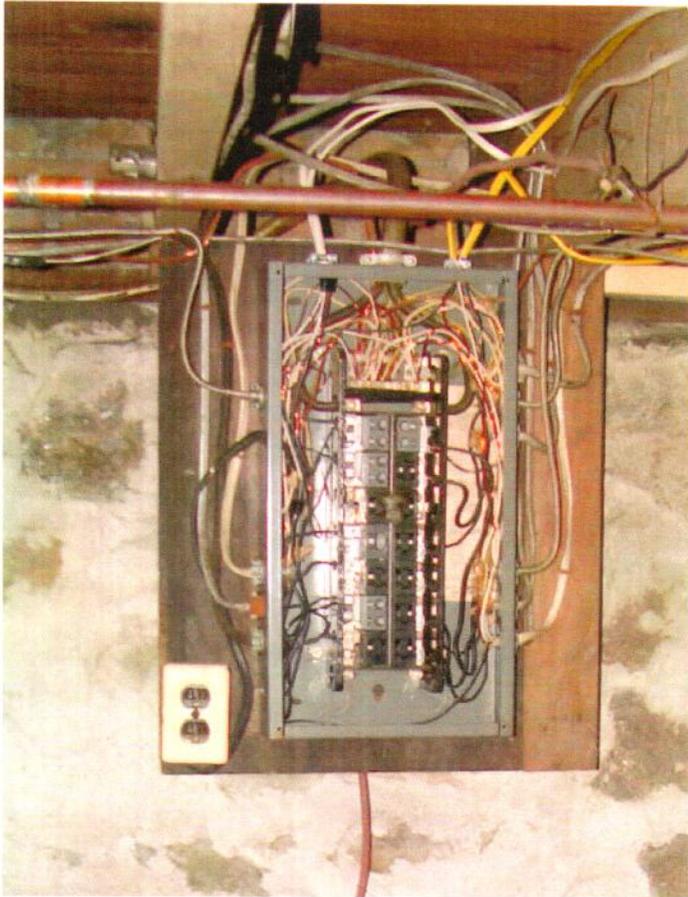
Landlord's Agent

Tenant

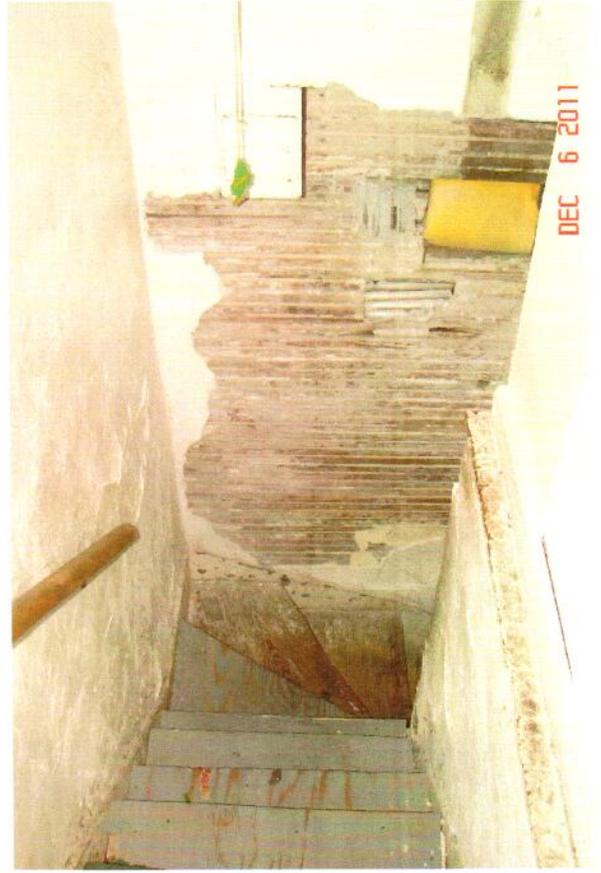
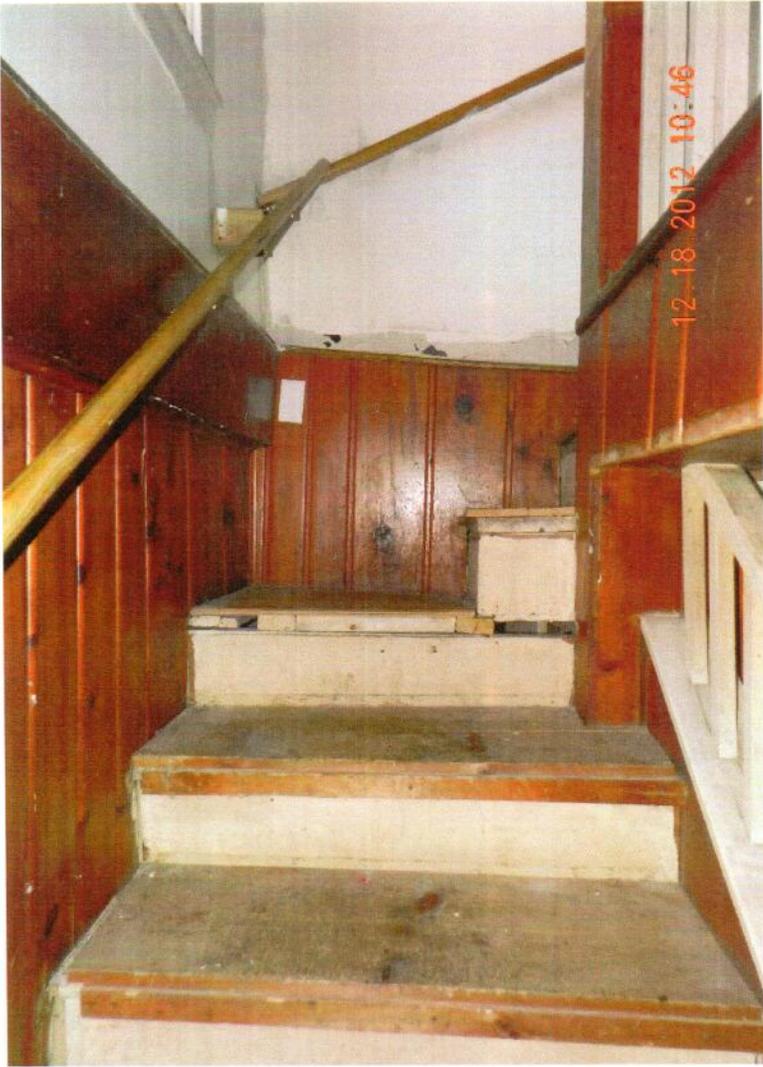
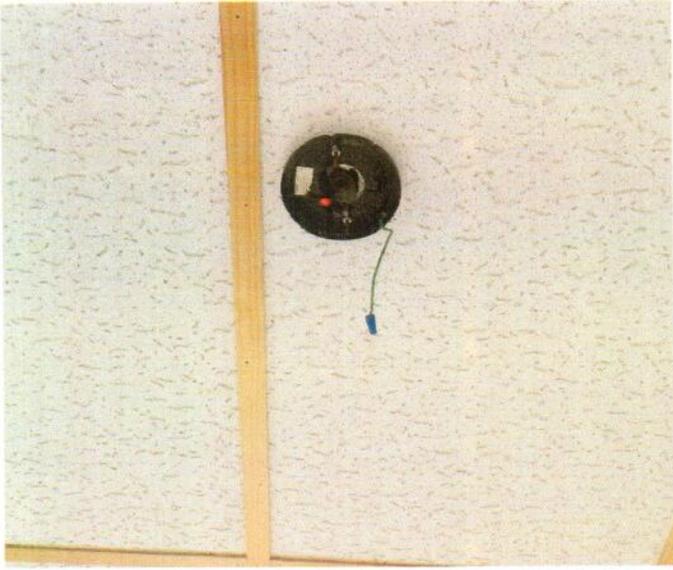
Tenant

Tenant

Tenant





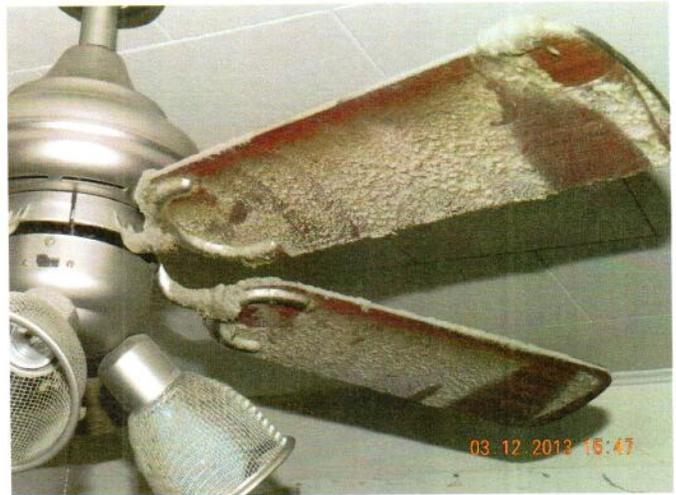
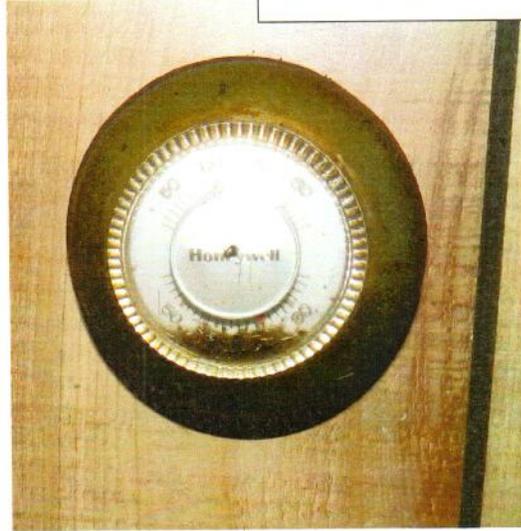




Cockroaches on floor and wall next to refrigerator



Cockroaches in furnace thermostat



Bedroom in basement. Improper installation of water heater and furnace vent.

