

AMENDED

ISHPEMING CITY COUNCIL

Wednesday, April 16, 2025 at 6:00 p.m.

Ishpeming City Hall Council Chambers, 100 E. Division Street, Ishpeming MI (906) 485-1091

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Roll Call**
4. **Approval of Agenda**
5. **Public Comment** *(limit 5 minutes per person--to be used for general public comment or to speak on agenda items)*
6. **Manager Offer of Information**
7. **Consent Agenda**
 - a. Minutes of Previous Meeting (March 19th, March 26th, April 2nd, Closed Session March 19th)
 - b. Approval of Disbursements
 - c.
 - d.
8. **Monthly Reports from Departments**
 - a. Financial Statement Report
 - b. DPW Update
 - c. Library Update
 - i. Carnegie Library 2024 Annual Report
9. **Public Hearings** *(limit 3 minutes per person)* – None
10. **Unfinished Business**
11. **New Business**
 - a. Lake Superior Community Partnership Quarterly Report – Chris Germain
 - b. Special Event Application: Cal's Journey 5K and 1 Mile: August 15 and 16, 2025
 - c. 2025 Construction Project Update – Chris Holms, UP Engineers and Architects
 - d. Design Option for Third Street – UP Engineers and Architects
 - e. Confirmation of Negaunee Ishpeming Water Authority Well Location at Al Quaal
 - f. MSHDA – Michigan Neighborhood Letter of Intent: 216 W. Division Street
 - g. 2025 Quarter 1 Budget Amendments
 - h. Recommendation to increase DPW Part-Time Laborer Wage
 - i. DPW request to purchase sewer flow meters
 - j. Cooperative Mutual Aid Fire Control Agreement with the Dept. of Natural Resources
 - k. First Reading of 7-400, Rental Registration
 - l. First Reading of 7-500, Rental Inspections
 - m. Request to purchase property from U.P. Propane
12. **Mayor and Council Reports**
13. **Manager's Report**
 - a. Draft format for Monthly City Manager Report
14. **Closed Session** pursuant to MCL 15.268(c) to consider strategy and negotiations connected with a collective bargaining agreement
15. **Adjournment**


Randy Scholz
City Manager

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REVENUE AND EXPENDITURE REPORT FOR CITY OF ISHPEMING

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PERIOD ENDING 03/31/2025

GL NUMBER	DESCRIPTION	YTD BALANCE 03/31/2025 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 03/31/2025 INCREASE (DECREASE)
Fund 101 - GENERAL FUND			
	TAX REVENUE	1,510,179.27	66,206.54
	LICENSES & PERMITS	27,992.19	4,074.00
	STATE GRANTS	20,802.88	20,802.88
	FINES & FORFEITS	11,189.77	2,538.85
	CHARGES FOR SERVICES	269,186.86	108,093.19
	CONTRIBUTIONS	10,035.13	261.44
	INTEREST & RENTS	7,245.92	6,741.71
	LAND SALE & LEASES	1,536.74	1,536.74
	REIMBURSEMENTS & INSURANCE PROCEEDS	1,291.50	1,291.50
TOTAL REVENUES		1,859,460.26	211,546.85
	PERSONNEL SERVICES	816,941.46	291,773.12
	EQUIPMENT & SUPPLIES	67,514.35	21,148.46
	UTILITIES	66,279.30	24,419.23
	OTHER SERVICES	19,689.32	3,413.47
	PROFESSIONAL AND CONTRACT SERVICES	50,084.87	10,188.94
	REPAIRS AND MAINTENANCE	5,227.00	1,130.30
	DEBT SERVICE	297,643.54	297,144.00
	EQUIPMENT RENTALS	917.37	917.37
TOTAL EXPENDITURES		1,324,297.21	650,134.89
Fund 101 - GENERAL FUND:			
TOTAL REVENUES		1,859,460.26	211,546.85
TOTAL EXPENDITURES		1,324,297.21	650,134.89
NET OF REVENUES & EXPENDITURES		535,163.05	(438,588.04)
BEG. FUND BALANCE		924,659.71	
NET OF REVENUES/EXPENDITURES - 2024		(41,550.56)	
END FUND BALANCE		1,418,272.20	

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REVENUE AND EXPENDITURE REPORT FOR CITY OF ISHPEMING
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GL NUMBER	DESCRIPTION	YTD BALANCE 03/31/2025 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 03/31/2025 INCREASE (DECREASE)
Fund 202 - MAJOR STREETS			
	INTEREST & RENTS	3,215.09	3,215.09
	STATE REVENUE	175,481.10	175,481.10
	TOTAL REVENUES	178,696.19	178,696.19
	PERSONNEL SERVICES	75,843.72	33,362.19
	EQUIPMENT & SUPPLIES	34,706.16	9,503.98
	DEBT SERVICE	27,141.00	27,141.00
	EQUIPMENT RENTALS	127,394.98	58,039.58
	TOTAL EXPENDITURES	265,085.86	128,046.75
Fund 202 - MAJOR STREETS:			
	TOTAL REVENUES	178,696.19	178,696.19
	TOTAL EXPENDITURES	265,085.86	128,046.75
	NET OF REVENUES & EXPENDITURES	(86,389.67)	50,649.44
	BEG. FUND BALANCE	692,602.82	
	NET OF REVENUES/EXPENDITURES - 2024	310,440.07	
	END FUND BALANCE	916,653.22	

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REVENUE AND EXPENDITURE REPORT FOR CITY OF ISHPEMING
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GL NUMBER	DESCRIPTION	YTD BALANCE 03/31/2025 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 03/31/2025 INCREASE (DECREASE)
Fund 203 - LOCAL STREETS			
	INTEREST & RENTS	2,933.55	2,933.55
	STATE REVENUE	108,632.29	108,632.29
	TOTAL REVENUES	111,565.84	111,565.84
	PERSONNEL SERVICES	50,244.98	23,458.36
	EQUIPMENT & SUPPLIES	2,064.79	1,210.10
	DEBT SERVICE	33,885.00	33,885.00
	EQUIPMENT RENTALS	72,725.54	37,710.61
	TOTAL EXPENDITURES	158,920.31	96,264.07
Fund 203 - LOCAL STREETS:			
	TOTAL REVENUES	111,565.84	111,565.84
	TOTAL EXPENDITURES	158,920.31	96,264.07
	NET OF REVENUES & EXPENDITURES	(47,354.47)	15,301.77
	BEG. FUND BALANCE	674,266.43	
	NET OF REVENUES/EXPENDITURES - 2024	157,714.71	
	END FUND BALANCE	784,626.67	

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PERIOD ENDING 03/31/2025

GL NUMBER	DESCRIPTION	YTD BALANCE 03/31/2025 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 03/31/2025 INCREASE (DECREASE)
Fund 248 - DDA			
TAX REVENUE		197,294.15	5,145.10
CONTRIBUTIONS		100.00	100.00
INTEREST & RENTS		2,576.11	2,576.11
TOTAL REVENUES		199,970.26	7,821.21
PERSONNEL SERVICES		1,791.06	708.24
EQUIPMENT & SUPPLIES		29.07	0.00
PROFESSIONAL AND CONTRACT SERVICES		17,725.94	1,954.17
DEBT SERVICE		132,762.00	0.00
TOTAL EXPENDITURES		152,308.07	2,662.41
Fund 248 - DDA:			
TOTAL REVENUES		199,970.26	7,821.21
TOTAL EXPENDITURES		152,308.07	2,662.41
NET OF REVENUES & EXPENDITURES		47,662.19	5,158.80
BEG. FUND BALANCE		833,485.96	
NET OF REVENUES/EXPENDITURES - 2024		132,177.34	
END FUND BALANCE		1,013,325.49	

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REVENUE AND EXPENDITURE REPORT FOR CITY OF ISHPEMING

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PERIOD ENDING 03/31/2025

GL NUMBER	DESCRIPTION	YTD BALANCE 03/31/2025 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 03/31/2025 INCREASE (DECREASE)
Fund 401 - PUBLIC IMPROVEMENT FUND			
	TAX REVENUE	480,698.86	8,945.86
	INTEREST & RENTS	5,223.83	5,223.83
	TOTAL REVENUES	485,922.69	14,169.69
	EQUIPMENT & SUPPLIES	122,336.46	55,255.78
	PROFESSIONAL AND CONTRACT SERVICES	284,504.34	283,881.00
	DEBT SERVICE	41,202.00	0.00
	TOTAL EXPENDITURES	448,042.80	339,136.78
Fund 401 - PUBLIC IMPROVEMENT FUND:			
	TOTAL REVENUES	485,922.69	14,169.69
	TOTAL EXPENDITURES	448,042.80	339,136.78
	NET OF REVENUES & EXPENDITURES	37,879.89	(324,967.09)
	BEG. FUND BALANCE	611,293.39	
	NET OF REVENUES/EXPENDITURES - 2024	269,504.39	
	END FUND BALANCE	918,677.67	

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GL NUMBER	DESCRIPTION	YTD BALANCE	ACTIVITY FOR
		03/31/2025	MONTH 03/31/2025
		NORMAL (ABNORMAL)	INCREASE (DECREASE)
Fund 590 - SEWER FUND			
	FINES & FORFEITS	2,530.45	2,584.59
	CHARGES FOR SERVICES	312,999.99	154,757.69
	INTEREST & RENTS	25,023.60	25,023.60
	FEDERAL GRANTS	2,426,341.71	2,426,341.71
	TOTAL REVENUES	2,766,895.75	2,608,707.59
	PERSONNEL SERVICES	53,376.53	17,237.16
	EQUIPMENT & SUPPLIES	6,883.41	1,187.37
	UTILITIES	1,516.56	557.02
	PROFESSIONAL AND CONTRACT SERVICES	2,558,419.06	2,426,341.71
	DEBT SERVICE	86,216.44	76,457.00
	EQUIPMENT RENTALS	64.26	64.26
	TOTAL EXPENDITURES	2,706,476.26	2,521,844.52
Fund 590 - SEWER FUND:			
	TOTAL REVENUES	2,766,895.75	2,608,707.59
	TOTAL EXPENDITURES	2,706,476.26	2,521,844.52
	NET OF REVENUES & EXPENDITURES	60,419.49	86,863.07
	BEG. FUND BALANCE	10,246,693.25	
	NET OF REVENUES/EXPENDITURES - 2024	1,315,138.62	
	END FUND BALANCE	11,622,251.36	

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REVENUE AND EXPENDITURE REPORT FOR CITY OF ISHPEMING
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GL NUMBER	DESCRIPTION	YTD BALANCE 03/31/2025 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 03/31/2025 INCREASE (DECREASE)
Fund 591 - WATER FUND			
	LICENSES & PERMITS	269.71	269.71
	STATE GRANTS	89,002.91	89,002.91
	FINES & FORFEITS	3,906.44	4,165.74
	CHARGES FOR SERVICES	445,262.22	210,074.26
	INTEREST & RENTS	10,342.39	10,342.39
TOTAL REVENUES		548,783.67	313,855.01
	PERSONNEL SERVICES	133,827.45	42,430.23
	EQUIPMENT & SUPPLIES	15,877.90	3,689.98
	UTILITIES	10,790.60	4,053.55
	PROFESSIONAL AND CONTRACT SERVICES	740,373.68	434,283.94
	DEBT SERVICE	105,446.75	104,946.75
	EQUIPMENT RENTALS	330.84	330.84
TOTAL EXPENDITURES		1,006,647.22	589,735.29
Fund 591 - WATER FUND:			
TOTAL REVENUES		548,783.67	313,855.01
TOTAL EXPENDITURES		1,006,647.22	589,735.29
NET OF REVENUES & EXPENDITURES		(457,863.55)	(275,880.28)
BEG. FUND BALANCE		10,406,306.47	
NET OF REVENUES/EXPENDITURES - 2024		376,088.01	
END FUND BALANCE		10,324,530.93	

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REVENUE AND EXPENDITURE REPORT FOR CITY OF ISHPEMING

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PERIOD ENDING 03/31/2025

GL NUMBER	DESCRIPTION	YTD BALANCE 03/31/2025 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 03/31/2025 INCREASE (DECREASE)
Fund 596 - GARBAGE/RECYCLE			
	FINES & FORFEITS	1,483.40	1,575.03
	CHARGES FOR SERVICES	151,168.24	66,343.47
	INTEREST & RENTS	2,521.64	2,521.64
TOTAL REVENUES		155,173.28	70,440.14
	PERSONNEL SERVICES	1,249.33	292.95
	EQUIPMENT & SUPPLIES	35,212.56	34,213.56
	UTILITIES	1,809.65	1,303.89
	PROFESSIONAL AND CONTRACT SERVICES	55,722.31	20,463.98
TOTAL EXPENDITURES		93,993.85	56,274.38
Fund 596 - GARBAGE/RECYCLE:			
TOTAL REVENUES		155,173.28	70,440.14
TOTAL EXPENDITURES		93,993.85	56,274.38
NET OF REVENUES & EXPENDITURES		61,179.43	14,165.76
BEG. FUND BALANCE		520,218.14	
NET OF REVENUES/EXPENDITURES - 2024		115,463.70	
END FUND BALANCE		696,861.27	

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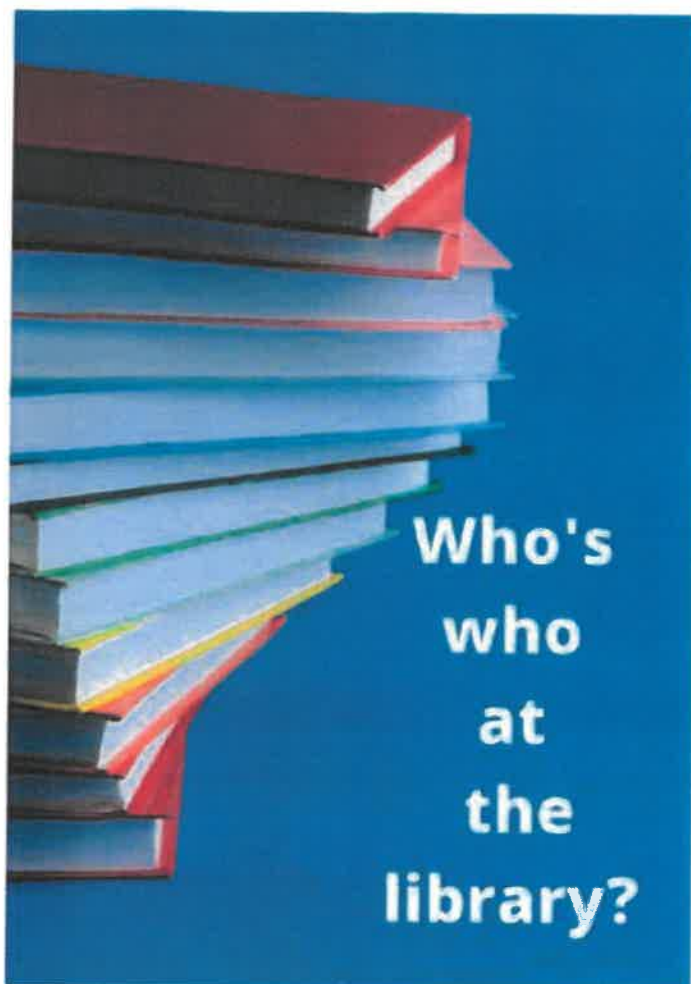
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GL NUMBER	DESCRIPTION	YTD BALANCE 03/31/2025 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 03/31/2025 INCREASE (DECREASE)
Fund 732 - POLICE & FIRE RETIREMENT			
TAX REVENUE		245,238.81	73,765.20
CONTRIBUTIONS		11,271.07	3,094.16
INTEREST & RENTS		(11,070.35)	(134,891.35)
TOTAL REVENUES		245,439.53	(58,031.99)
PERSONNEL SERVICES		124,492.74	41,497.58
PROFESSIONAL AND CONTRACT SERVICES		7,895.03	4.14
TOTAL EXPENDITURES		132,387.77	41,501.72
Fund 732 - POLICE & FIRE RETIREMENT:			
TOTAL REVENUES		245,439.53	(58,031.99)
TOTAL EXPENDITURES		132,387.77	41,501.72
NET OF REVENUES & EXPENDITURES		113,051.76	(99,533.71)
BEG. FUND BALANCE		4,877,021.00	
NET OF REVENUES/EXPENDITURES - 2024		366,002.83	
END FUND BALANCE		5,356,075.59	
TOTAL REVENUES - ALL FUNDS			
TOTAL EXPENDITURES - ALL FUNDS		6,551,907.47	3,458,770.53
NET OF REVENUES & EXPENDITURES		6,288,159.35	4,425,600.81
BEG. FUND BALANCE - ALL FUNDS		263,748.12	(966,830.28)
END FUND BALANCE - ALL FUNDS		29,786,547.17	
		33,051,274.40	

ISHPEMING CARNEGIE PUBLIC
LIBRARY

2024
ANNUAL
REPORT

www.ishpeminglibrary.info / 906-486-4381 /
jshirtz@ishpeminglibrary.info



Library Staff

Jessica Shirtz,
Library Director

Nicole Johnson,
Librarian

Heather Lander,
Children's Librarian

Heidi Silverstone,
Library Assistant

Teagan Sturmer,
Library Clerk (left April)

Lorissa Laitinen,
Library Clerk (hired April)

Arwen Luttenton-Hamel,
Temporary Library Clerk (Aug-Nov)

Library Board

Paul Olson, President

Elyse Bertucci, Vice President

Brooke Routhier, Secretary

Darren Boldt, Trustee

Kaylee Reno, Trustee

*Dizz Firby, City Council Liaison to the
Library Board*





**Association of Friends of
the Ishpeming Carnegie
Public Library**
501(c)3 non-profit

Kay Tupala, President
Amy Robare, Secretary
Ann Kananen DeVowe,
Treasurer
Jodi Firby, Assistant
Treasurer

The Friends sponsored our Fall lineup of programs for adults! Two used book sales were held in July and December to great success.

New hoodies and crewneck sweatshirts were added to sales. The group also sponsored a tree for Christmas in the Park organized by the Great Ishpeming Kiwanis Club.

ishpeminglibrary.info/friends.



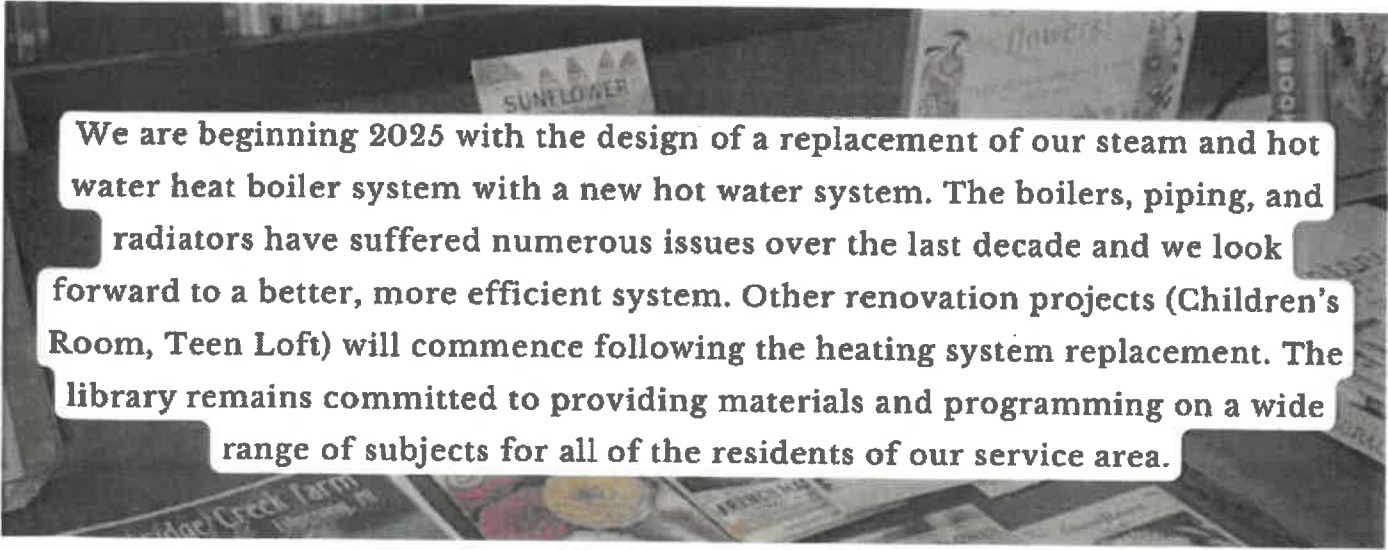
FROM THE FRONT DESK

Respectfully submitted by Jessica Shiriz, Library Director

2024 was marked with exceptional highs and lows. We began the year with a full-time Children's Librarian, Heather Lander, for the first time in over two decades! The difference made is clear in increases to circulation, programs offered, and attendance at those programs. 58% of the library's circulation was comprised of children's materials. We offered 32 more children's programs throughout the year and saw 6,882 children participate.

Our adults shouldn't feel left out. Librarian Nicole Johnson nearly doubled the amount of programs for the demographic and saw the attendance more than double.

The building, unfortunately, experienced significant water damage to our roof and office, resulting in unexpected, costly repairs. The roof was re-sealed, which should prevent the issue from reoccurring.



We are beginning 2025 with the design of a replacement of our steam and hot water heat boiler system with a new hot water system. The boilers, piping, and radiators have suffered numerous issues over the last decade and we look forward to a better, more efficient system. Other renovation projects (Children's Room, Teen Loft) will commence following the heating system replacement. The library remains committed to providing materials and programming on a wide range of subjects for all of the residents of our service area.

BY THE NUMBERS



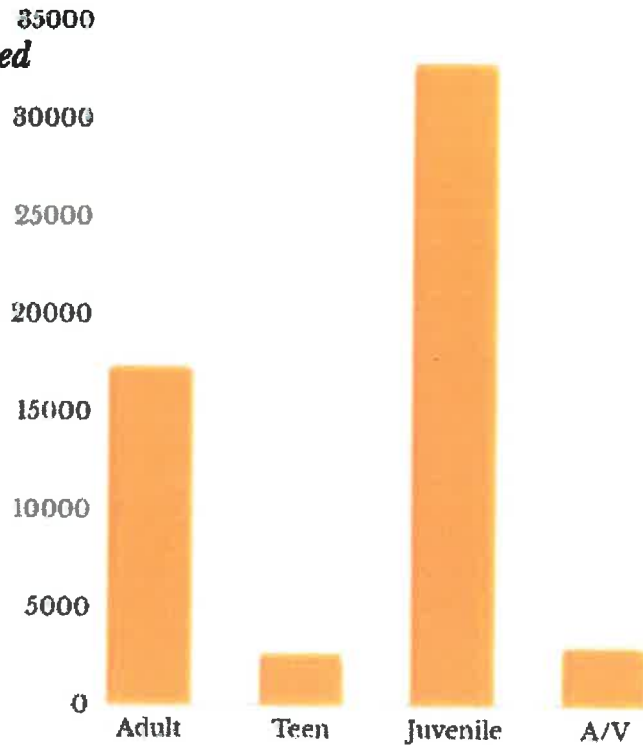
CIRCULATION

The number and character of items checked out during this year.

58%

OF ITEMS CIRC'D ARE FOR KIDS

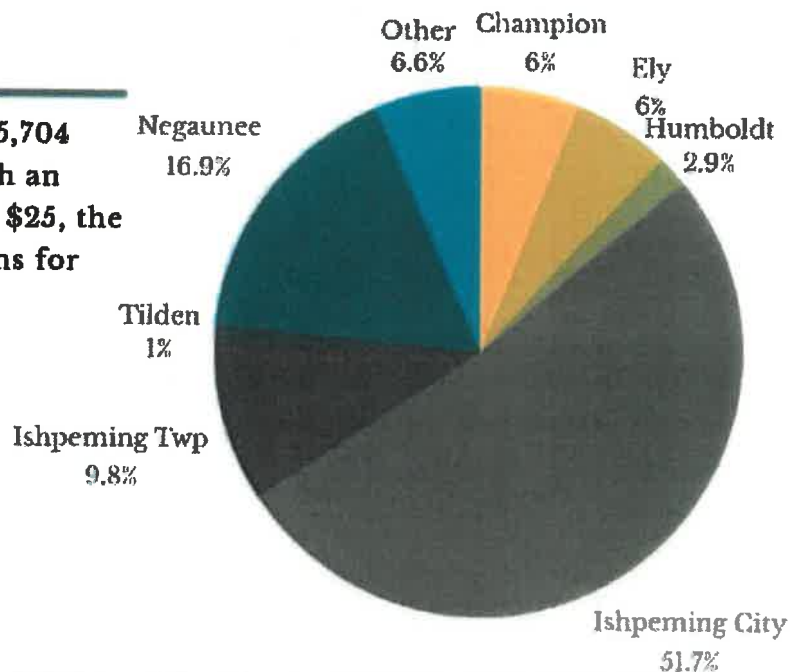
Juvenile items continue to be the most checked out at the library.



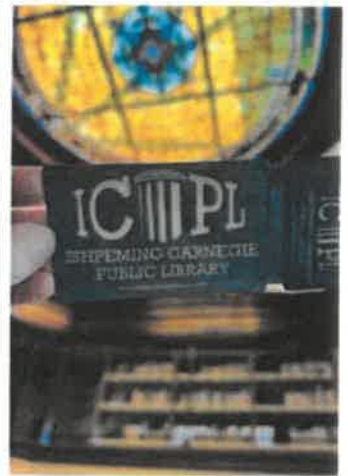
55K

TOTAL CHECKOUTS

Library users checked out 55,704 physical items this year. With an estimated individual cost of \$25, the value of all checked out items for 2024 was \$1,892,600.



**Assets
Recovered
\$4,882.84**



PROGRAMS

Regular, in-person programs are increasingly popular! The totals by age do not include Summer Reading programs.

140

Adult Programs

1,515 attended our programs for adults, including several book clubs, crochet club, needle felting, and Tai Chi (plus many more)!

Teen Programs

183 participated in our programs for teens, including craft programs, book clubs, and geocaching.

11

129

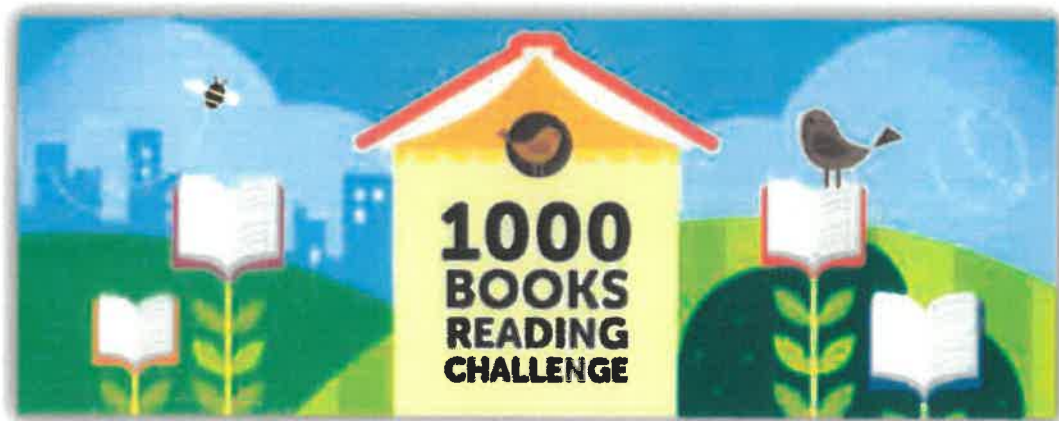
Children's Programs

5,084 took part in our programs for kids, including Tot Tuesday Storytime, Homeschool Hangout, afternoon movies, author visits, and book clubs.

All Ages All Year Long Programs

We had 9,080 attendees at programs throughout 2024. This shows a 44% increase in number of programs offered and a 30% increase in participation.

341



Children and caregivers read 1,000 books together before starting Kindergarten!

2024 Statistics:

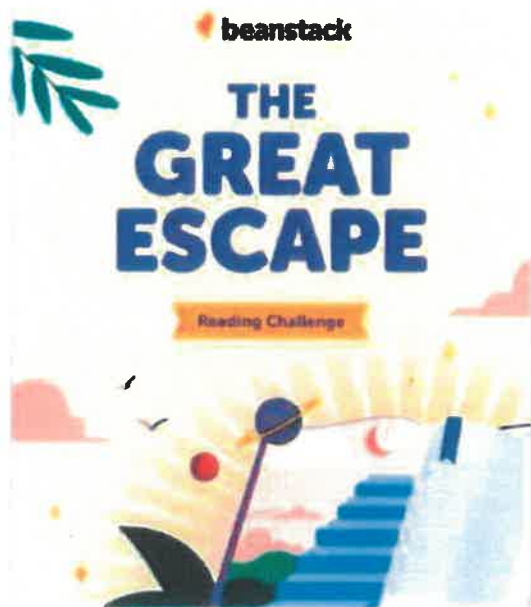
Children Registered: 93

Completed the challenge: 7

Books read by all registrants: 11,365

**Sponsored by
the Friends of the Library!**





The library offered monthly, seasonal, and yearly reading challenges in 2024.

New Accounts: 185

Total Readers: 598

Challenges: 23

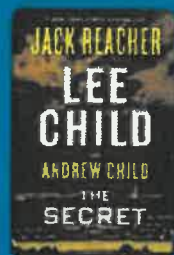
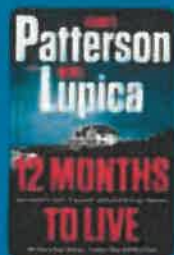
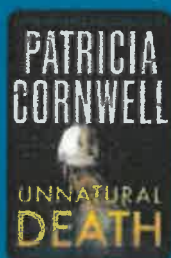
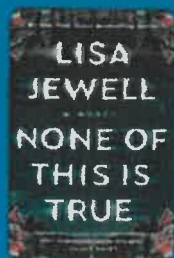
Logged Books: 17,936

Logged Minutes: 721,951



ishpeminglibrary.beanstack.org

TOP 5 ADULT BOOKS 2024

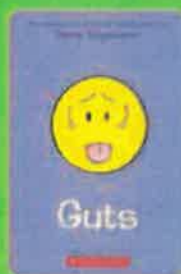


TOP 5 TEEN BOOKS 2024



ICMPL
INDIANAPOLIS COMMUNITY
PUBLIC LIBRARY

TOP 5 KIDS BOOKS 2024



ICMPL
INDIANAPOLIS COMMUNITY
PUBLIC LIBRARY

LIBBY

The library now has access to ten shared collections across the state of Michigan, resulting in a much expanded digital collection available for checkout!.

2633 eBooks

2,633 eBooks were checked out from the Great Lakes Digital Library site or the Libby app. 2,481 magazines circ'd.



eAudiobooks

eAudiobooks continue to be popular checkouts; some months overtaking eBook circulation.

3512

7923 Shared Collection checkouts
7,923 digital items were checked out from the ten additional shared collections by our patrons.

Average Monthly Unique Patrons

The number of Libby users each month varied from 145 to 175. There were also 147 patrons who began using Libby or the GLDL last year!

159



ADVENTURE

BEGINS AT

YOUR LIBRARY

Summer Reading





Strawberry Hill Seed Library 2024

The Strawberry Hill Seed Library at the
Ishpeming Carnegie Public Library
opened in April 2023 with the help of
Partridge Creek Farm and numerous
volunteers.

During 2024, we had 47 people fill
out forms to “check out” seeds.
These 47 people checked out a total
of 309 seed packets! This is 9 more
users than 2023 and 32 more
packets taken!

If you would like to donate seeds, please
contact the Ishpeming Carnegie Public
Library at 906-486-4381 or send an email to
Heidi Silverstone at
hsilverstone@ishpeminglibrary.info

Statistics

Vegetables:

195 packets checked out

Most popular:

- Peas: 19 packets
- Squash: 19 packets
- Peppers: 16 packers
- Cucumbers: 16 packets
- Tomato: 15 packets
- Carrots: 13 packets
- Beans: 13 packets

Fruits:

6 packets checked out

Most Popular:

- Watermelon: 4 packets

Herbs:

41 packets checked out

Most Popular:

- Dill: 9 packets
- Cilantro: 6 packets
- Basil: 4 packets

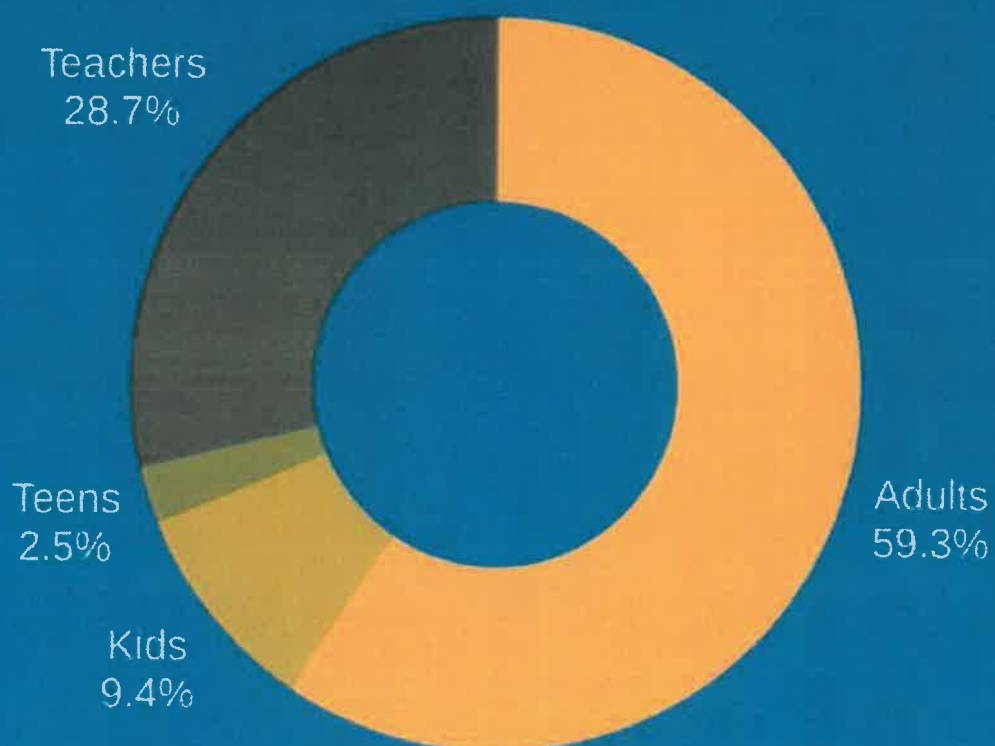
Flowers:

67 packets checked out

Most Popular:

- Sunflower: 4 packets
- Cosmos: 4 packets
- Marigold: 4 packets





*Percentage of items checked out on cards belonging to the listed demographics.

2024

Checkouts	28,887
Cardholders	4,299
State Aid	\$6,226
Penal Fines	\$17,416

70%

of Ishpeming City residents
have an active library card.

Ishpeming
City



2024

Checkouts	3,312
Cardholders	208
Contract Fee	\$383
State Aid	\$255
Penal Fines	\$709

83%

of Champion Township
residents have an active
library card.

Champion
Township



2024

Checkouts	3,344
Cardholders	347
Contract Fee	\$2,577
State Aid	\$1,939
Penal Fines	\$5,389

18%

of Ely Township residents
have an active library card.

Ely
Township



2024

Checkouts	1,076
Cardholders	62
Contract Fee	\$456
State Aid	\$334
Penal Fines	\$930

18%

of Humboldt Township
residents have an active
library card.

Humboldt
Township



2024

Checkouts	5,464
Cardholders	699
Contract Fee	\$4,515
State Aid	\$3,461
Penal Fines	\$9,621

20%

of Ishpeming Township
residents have an active
library card.

Ishpeming
Township



2024

Checkouts	585
Cardholders	188
Contract Fee	\$1,286
State Aid	\$1,066
Penal Fines	\$2,964

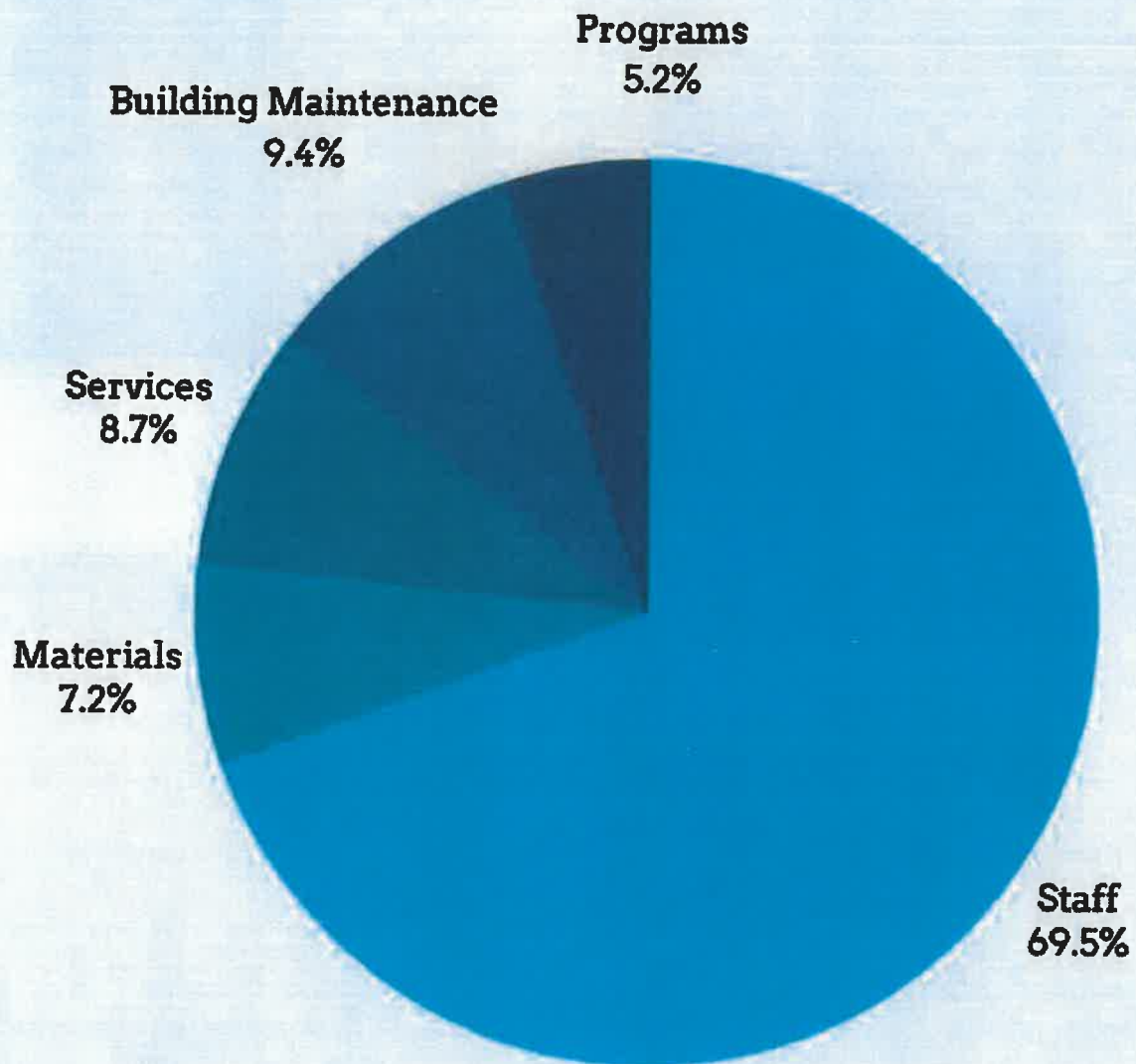
17%

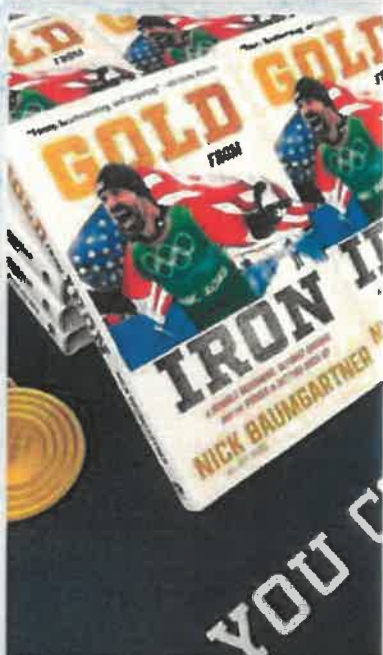
of Tilden Township residents
have an active library card.

Tilden
Township

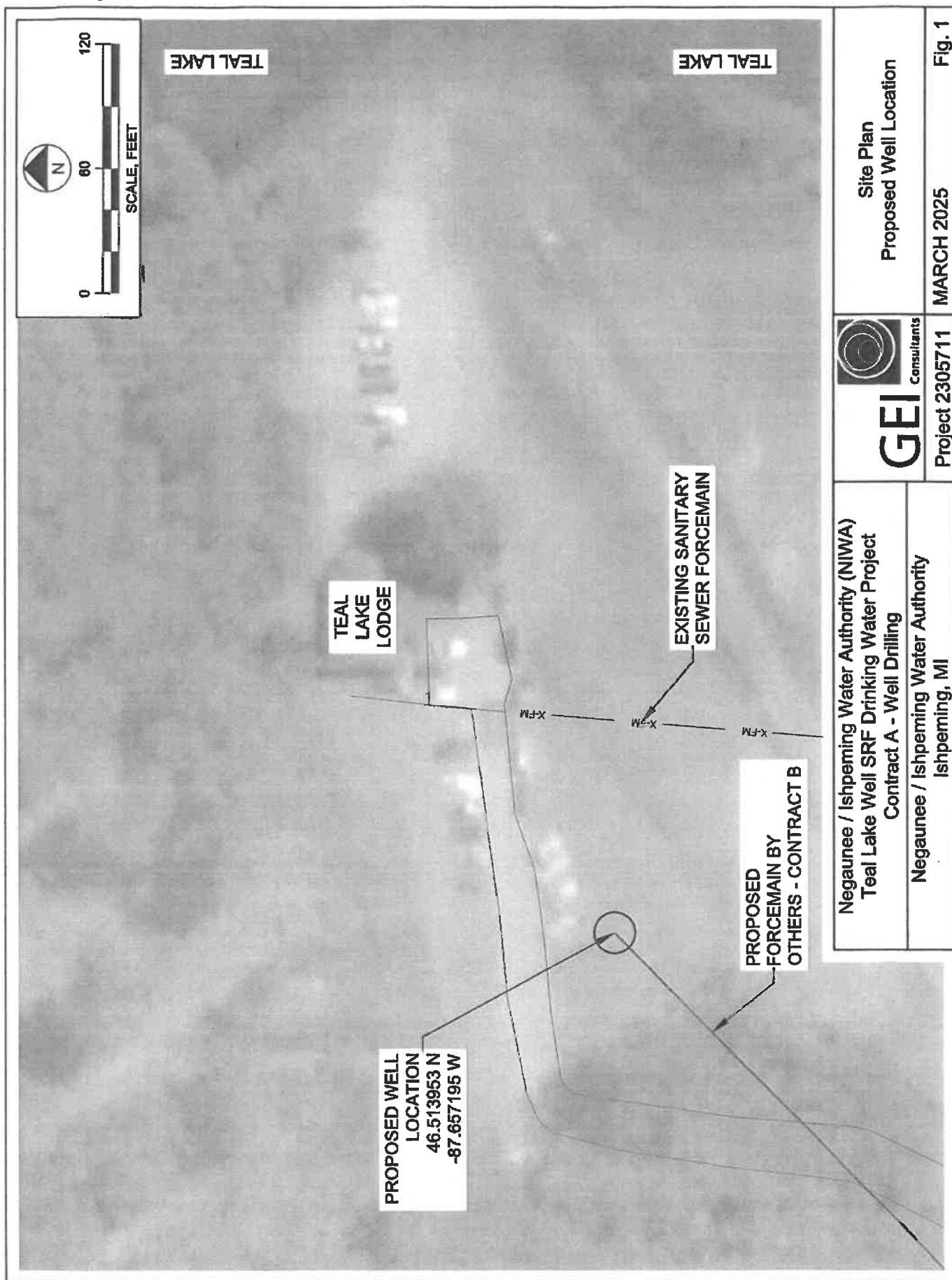


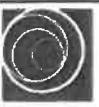
2024 BUDGET





11(e)



Negaunee / Ishpeming Water Authority (NIWA) Teal Lake Well SRF Drinking Water Project Contract A - Well Drilling		 GEI Consultants	Site Plan Proposed Well Location	
Negaunee / Ishpeming Water Authority Ishpeming, MI			Project 2305711	MARCH 2025
				Fig. 1

B:\Working\NEGAUNEE ISHPEMING WATER AUTHORITY\2305711 NIWA Teal Lake Well SRF Drinking Water Proj\00_CAD\Figures\2305711_NIWA_TEAL_LAKE_EASEMENT

11(f)



MI Neighborhood CDBG: Letter of Intent Form

This Letter of Intent form is only for non-entitlement units of general local government (UGLGs). Use the map in the link below to check your eligibility. After completing the form, click 'Submit.' Your submission will be reviewed for completeness, and a consultation will be arranged with the UGLG to assess the project's viability. If your project is deemed viable, you will receive a funding reservation and have up to 120 days to refine your proposal, complete the public participation process and submit a MI Neighborhood CDBG application.

If you have any program questions or encounter any technical difficulties in completing/submitting the Letter of Intent, please email mshda-cdbg@michigan.gov.

* Required

1. Agency Name *

Enter your answer

2. Street Address

Enter your answer

3. City, County, State:

Enter your answer

4. Zip Code:

Enter your answer

5. Primary Contact Phone Number: *

Enter your answer

6. Primary Contact Name: *

Enter your answer

7. Primary Contact Email Address: *

Please enter an email

8. Identify and describe project partners (if applicable) and provide contact information *

Enter your answer

9. Select Proposed Eligible Activity Types (Select all that apply) *

**Note: all activities have income restrictions and must demonstrate appropriate zoning prior to reservation (see CDBG policy manual for activity specific information).*

☐

Homeowner Rehabilitation: Home repairs and improvements to homes occupied by low and moderate-income homeowners to address health, safety and energy efficiency needs.

☐ **Unoccupied Rental Rehabilitation:** Rehabilitation of unoccupied rental units or the conversion of a commercial property into a mixed-use development with rental housing units, constructed and financed through CDBG. Eligible properties must be located in a downtown area or along a primary road, and improvements must be limited to residential activities.

☐ **Reconstruction:** Infill of a previously developed vacant residential lot, which must have been the site of a demolition occurring after October 1, 2023. CDBG financing is for hard construction costs of a new housing unit that is comparable to the previous residential unit.

☐ **Infrastructure (Housing):** Physical development activities that are essential for a proposed affordable housing project, directly support its development, or address safety needs specific to the project. These improvements must exclusively benefit the housing development and at least 51% of the units developed must be rented or sold to low- and moderate-income households. Eligible activities include: water/sewer connections, sidewalks, driveways, development access roads, and parking areas to serve the housing project.

☐ **Manufactured Housing:** Purchasing manufactured housing from a facility. Both the unit and the land must be sold together to low- and moderate-income homebuyers. CDBG assistance is limited to covering the cost of the manufactured housing unit only and does not include expenses for the land or installation.

10. What Region is your project located? *

Please go

to <https://www.michigan.gov/mshda/-/media/Project/Websites/mshda/neighborhoods/CDBG/CDBG-Municipalities-Map-081523.pdf?rev=295e0836d76d4f78a8827650cb68741f&hash=918A2FF4EBF8A97052736EE23E34237F>

for a map of the regions to help with selecting the correct region.

Select your answer



11. Identify the project name and site address (if known) or the boundaries of your service area. *

Enter your answer

12. Describe your project idea and how it positively impacts your region. *

Enter your answer

13. How will you carry out the grant activities? Describe each selected activity and the number of expected units. *

Enter your answer

14. What is estimated total cost of the project and the amount of your request? *

- The minimum grant request is \$100,000, and the maximum is \$1.5 million.
- No leverage is required for the first \$400,000 requested. However, projects providing a one for one leverage for every dollar requested beyond \$400,000 are preferred.
- Per-unit funding limits are as follows: \$100,000 for new assisted unit creation; \$40,000 for rehabilitation; Infrastructure awards are capped at \$75,000 per unit created.

The value must be a number

15. Submitted by *

Enter your answer

16. Title *

Enter your answer



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City of Ishpeming - Q1 2025 Budget Amendments and Discussion

FUND	DEPT NUMBER	DEPT DESCRIPTION	BUDGET	YTD ACTIVITY	AVAILABLE	% Used	PROPOSED BUDGET	CHANGE IN APPROPRIATIONS/(REVENUE)
Fund 101 - GENERAL FUND	REVENUE	EQUIPMENT RENTAL REVENUE	0.00	224,384.97	(224,384.97)	N/A	450,000.00	(450,000.00)
Fund 101 - GENERAL FUND	442	EQUIPMENT MAINTENANCE	0.00	96,574.91	(96,574.91)	N/A	425,000.00	425,000.00
Fund 101 - GENERAL FUND	282	ELECTRONS	468.89	0.00	468.89	0.00	0.00	(468.89)
Fund 101 - GENERAL FUND	285	CITY HALL & GROUNDS	1,558.07	0.00	1,558.07	0.00	0.00	(1,558.07)
Fund 101 - GENERAL FUND	289	UNALLOCATED	8,703.96	0.00	8,703.96	0.00	0.00	(8,703.96)
Fund 101 - GENERAL FUND	441	DPW ADMINISTRATION	892.84	0.00	892.84	0.00	0.00	(892.84)
Fund 101 - GENERAL FUND	444	ALLEYS & SIDEWALKS	88,380.10	0.00	88,380.10	0.00	0.00	(88,380.10)
Fund 101 - GENERAL FUND	446	STORM SEWER	688.24	0.00	688.24	0.00	0.00	(688.24)
Fund 101 - GENERAL FUND	448	STREET LIGHTING	390.95	0.00	390.95	0.00	0.00	(390.95)
Fund 101 - GENERAL FUND	567	CEMETERY	40,415.93	0.00	40,415.93	0.00	0.00	(40,415.93)
Fund 101 - GENERAL FUND	704	NEIGHBORHOOD IMPROVEMENT	5,000.00	0.00	5,000.00	0.00	0.00	(5,000.00)
Fund 101 - GENERAL FUND	737	AL QUAAAL	21,281.90	0.00	21,281.90	0.00	0.00	(21,281.90)
Fund 101 - GENERAL FUND	758	AL QUAAAL TUBE SLIDE	515.00	0.00	515.00	0.00	0.00	(515.00)
Fund 101 - GENERAL FUND	779	PARK MAINTENANCE	14,993.81	0.00	14,993.81	0.00	0.00	(14,993.81)
Fund 101 - GENERAL FUND	790	LIBRARY	431.30	0.00	431.30	0.00	0.00	(431.30)
							\$	(211,661.99)

These budget changes are needed to reflect the dissolution of the motor pool, the city's internal service fund used to maintain and purchase equipment. The General Fund will now collect rental revenues from the major and local street funds. In addition it will pay for the maintenance of equipment "housed" under the general funds umbrella and the salary allocations of those working on that equipment.

GENERAL FUND SURPLUS ORIGINAL BUDGET	3,009.85
ADD NET INCREASE IN REVENUES	450,000.00
LESS NET INCREASE IN APPROPRIATIONS	(238,338.04)
PROPOSED GENERAL FUND BUDGET SURPLUS \$	214,671.84

11(g)



DEPARTMENT OF PUBLIC WORKS
CITY OF ISHPEMING, MICHIGAN
100 EAST DIVISION STREET
ISHPEMING, MICHIGAN 49849
906-486-9371

11 (h)

To: Randy Scholz- City Manager

From: Bill Anderson, General Foreman-DPW

Date: 4/11/25

It has been recommended by both the DDA and the Cemetery board that all part time wages for employees in the Cemetery, Parks and DDA be adjusted to \$15/hr. This would standardize the wage for the part time seasonal help the city employs.

Action Necessary:

Maker a motion to standardize the seasonal part-time wage to \$15/hr.

The Ishpeming Cemetery Board meeting was held on Monday, March 17, 2025 at the Ishpeming City Hall Conference Room. The meeting was called to order at 3:02 p.m. by Member Magnuson.

Staff present: Bill Anderson-DPW General Foreman, Kaleb Rundman-Assistant Foreman Cemetery Parks and Kathy Hakala-UB Clerk-Deputy Clerk. Council Liaison: Councilmember Kipling was present.

Present: Tracy Magnuson, Jim Bertucci, and Karen Kasper (3). Absent: Nichole Nelson (1). There is 1 vacant seat.

PUBLIC COMMENT – None.

MINUTES OF THE PREVIOUS MEETING

A motion was made by Member Bertucci, supported by Member Kasper and carried unanimously to approve the minutes of January 20, 2025 as presented.

CEMETERY REPORT

Kaleb Rundman – Assistant Foreman Cemetery/Parks provided an update on the Cemetery. There were 8 winter burials and the blanket works great for them. They will be opening some roads and doing clean up.

Bill Anderson – DPW General Foreman presented the GIS system update for the Cemetery and discussed some of the features of it. A QR code will be posted for anyone to search for family members and it will also state if they are a veteran and which war that they served in. Six of the seven sections are completed and the last one will be \$8200 to complete.

A motion was made by member Bertucci, supported by Member Kasper and carried unanimously to make a recommendation to finish the map at just our cost and the City of Ishpeming will update it.

OLD BUSINESS

Kaleb Rundman – Assistant Foreman Cemetery/Parks provided an update on the artwork for the new columbariums. They are working on getting some samples or could copy from the ones we already have.

NEW BUSINESS

Councilmember Kipling discussed the possibility of some members of the Lions Club helping out with any clean-up that would be needed at the Cemetery. They could also help clean the Veteran Markers and the footstones, help with the flags that the American Legion puts out, they place approximately 2400 flags on the graves or any other task that needs to be completed. Kaleb would be the person of contact with the list of what needs to be completed.

There was discussion about the wages for the Summer Students to have their wage increased to \$15.00 per hour.

Member Bertucci made a motion, supported by Member Kasper and carried unanimously to recommend the wage increased to \$15.00 per hour for the Summer Students.

**Ishpeming Downtown Development Authority
Regular Meeting Minutes
Monday, March 24, 2025**

1. CALL TO ORDER

The regular meeting of the Ishpeming Downtown Development Authority was held on Monday, March 24, 2025, in the Council Chambers at City Hall. The meeting was called to order by Chair David Aro at 4:03 p.m.

2. ROLL CALL

Present: David Aro, Brice Sturmer (arrived at 4:04 pm), Tracy Magnuson, Brian Buchanan, Antonio Adan, Kelly Milano, Krystan Beaumont, Brett Argall, and Randy Scholz (9). Absent: Carrie Meyer (1). Vacant: one seat (1). Also present was Linda Andriacchi for Beautification and Chris Germain and Rachel Raak from the Lake Superior Community Partnership.

3. PUBLIC COMMENT - There was none.

4. APPROVAL OF MINUTES

A motion was made by Member Buchanan, seconded by Member Beaumont and carried unanimously to approve the January 13th and January 27th minutes as presented.

5. FINANCIAL REPORT

Finance Director Grant Getschow reviewed the monthly financial report for period ending February 28, 2024.

A motion was made by Member Magnuson, seconded by Member Adan and carried unanimously to approve the financial report as presented.

6. BEAUTIFICATION COMMITTEE REPORT

Linda Andriacchi gave a brief history of her 11 years with the City of Ishpeming working on the beautification effort. She explained that after COVID several of the volunteers had not returned. She would like to try and recruit additional volunteers and would like to begin the process of hiring the Beautification Caretaker position. She added Emily Hebert, who was previously the Beautification Caretaker, would again like to do this work. There was discussion related to the position being hired by DPW as a summer laborer and being assigned the caretaker duties. In addition, she would like the position to remain at \$15.00 per hour.

A motion was made by Member Magnuson, seconded by Member Adan and carried unanimously for the DDA to support the Cemetery Board recommendation to increase the wages for the summer laborers to \$15.00 per hour.

7. LSCP UPDATE

a. LSCP Quarterly Update

Chris Germain, Lake Superior Community Partnership, provided a brief quarterly report covering the work outlined in their contract which included an update on the 2025 Match on Main that became available after receiving the Redevelopment Ready Communities essentials certification; the general grant writing workshop was very well attended; flyers for the DDA Façade Grant program and Start Up Assistance program were developed along with the ranking criteria; there were approximately 17 ribbon cuttings in Ishpeming in 2024; and the West End Newsletter featured many businesses in Ishpeming.



DEPARTMENT OF PUBLIC WORKS
CITY OF ISHPERING, MICHIGAN
100 EAST DIVISION STREET
ISHPERING, MICHIGAN 49849
906-486-9371

11(i)

To: Randy Scholz- City Manager
City Council

From: Bill Anderson, General Foreman-DPW

Date: 4/11/25

Portable sewer flow meters

City staff has completed the meter project and are now using that data to investigate our excessive I/I (Inflow and Infiltration). The I/I between water billed to customers and water treated at the WWTP was 57% January, 50% in February and 68% in March.

These meters will allow city staff to monitor flows during dry weather to get the proper base line and then used again to measure rain events and spring melt events. The data will be used to help prepare the strategic plan for reducing the I/I thus saving the expense of treating water that should be going to the storm system. Staff will also be doing flow tests on areas that have buildings with roof drains that are plumbed to the sanitary system instead of the storm system.

I asked UPEA to give an estimate for us to contract them to flow test 1 manhole for 1 month. The Cost is \$12,756. I feel it would be better for the city to purchase our own meters so we can move the at our will to gather data.

I ask that that staff be allowed to waive competitive pricing as we will be doing the work ourselves and purchasing equipment from a National vendor. We have not been able to find any more availability of these flow meters.

Action Necessary:

Motion to allow city staff to purchase 4 flow meters and mounting bands from USA Bluebook in the amount of \$30,313.34 from the Sanitary Sewer Fund.



Product name or item number...



Shopping cart



It's Easy Being Green—Go Paperless!

Get invoices faster via our digital invoice delivery service or by email >>







Enter an item number and press 'Enter' to load the product information and variants. Tab to select variants and set quantity. Press 'Enter' on the quantity input to add the product to the list.

Product name or item number...



My shopping cart

Shopping cart details

Product	Price	Quantity	UOM	Total
 18"SS SENSOR MOUNTING BAND FOR GREYLINE AVFM Item No.: 71723 View Delete	\$ 575.00	1	each	\$ 575.00
 30"SS SENSOR MOUNTING BAND FOR GREYLINE AVFM Item No.: 71726 View Delete	\$ 685.00	1	each	\$ 685.00
 14"SS SENSOR MOUNTING BAND FOR GREYLINE AVFM Item No.: 71720 View Delete	\$ 495.00	1	each	\$ 495.00
 15"SS SENSOR MOUNTING BAND FOR GREYLINE AVFM Item No.: 71721 View Delete	\$ 535.00	1	each	\$ 535.00
 24"SS SENSOR MOUNTING BAND FOR GREYLINE AVFM Item No.: 71725 View Delete	\$ 615.00	2	each	\$ 1,230.00
 MANTARAY PORTABLE FLOWMETER AREA VELOC & SENSOR, 25FT CABLE Item No.: 12399 View Delete	\$ 6,615.00	4	each	\$ 26,460.00

[+ Enter Discount code](#)

Items (6 units) \$ 29,980.00

Estimated Shipping (2) \$ 333.34

Estimated Tax \$ 0.00

Total \$ 30,313.34

Unit total: 10 units of 6 items

[Recalculate shopping cart](#)
[Add to wish list](#)
[Save as template](#)
[Load template](#)
[Empty shopping cart](#)

Proceed to checkout

UP ENGINEERS AND ARCHITECTS

FLOW METERING ESTIMATE

<u>Task:</u>	<u>Hrs:</u>	<u>Rate:</u>	<u>Total:</u>
Gather Meters	6	\$ 118	\$ 708
Setup Laptop & Calibrate Meters (2 ppl)	16	\$ 118	\$ 1,888
Install Meters (2 ppl)	16	\$ 118	\$ 1,888
24 Hour Check (2 ppl)	8	\$ 118	\$ 944
Weekly Check (2 ppl x 4 weeks)	32	\$ 118	\$ 3,776
Removal & Meter Cleanup	16	\$ 118	\$ 1,888
Milage:			\$ 464
Meter Rental:			\$ 1,200
	TOTAL =	\$	12,756

1163



Michigan Department of Natural Resources – Forest Resources Division

COOPERATIVE MUTUAL AID FIRE CONTROL AGREEMENT

This Agreement is authorized 1967 PA 7, and Part 515 of Act 451 of 1994, as amended

Ishpeming City Fire Dept.

Name of Fire Organization

100 S. Lake Street

Address

Ishpeming, MI 49849

City, State and Zip Code

Marquette

County

firedept@ishpemingcity.org

E-mail Address

05203

Federal ID #

Ishpeming City

Governing Unit or Board

906-485-1091

Telephone

906-486-4426

Fire Department Number

This Cooperative Agreement made this _____ day of _____ by and between

_____. (Governing Agency Unit or Board),

hereinafter referred to as the Cooperator; and the Michigan Department of Natural Resources (DNR), Forest Resources Division (FRD), hereinafter referred to as the DNR, is entered into for the purpose of:

- (1) Placing Federal Excess Personal Property (FEPP) for local fire department's use.
- (2) Placing Department of Defense (DoD) Firefighter Program Property for local fire department's use.
- (3) Providing the closest possible cooperation on mutual objectives.
- (4) Lending effective support when either organization is committed to or beyond its capacity.
- (5) Defining purposes and responsibilities of the respective organization.
- (6) Providing purchase authority to the Cooperator through the Federal Defense Logistics Agency (DLA) Fire Equipment catalog.

WITNESSETH:

WHEREAS: The control of timber, grass, and wildland fires is essential to an effective wildland fire control program.

WHEREAS: The Cooperator is actively engaged in the prevention and suppression of all fires.

WHEREAS: It has been determined to be advantageous to the DNR, in the proper discharge of its responsibilities, to make certain equipment available to the Cooperator for rural fire control.

PART I – FEDERAL EXCESS PERSONNEL PROPERTY

NOW THEREFORE, the parties to this Agreement do hereby agree as follows:

THE DNR AGREES:

- (1) To assist the Cooperator in providing reasonable basic protection from uncontrolled fires occurring in natural cover fuels and to conduct a prevention program to reduce the number of such fires.
- (2) To dispatch equipment and personnel to fires when available, and upon request from the Cooperator.
- (3) To immediately advise the Cooperator when the DNR becomes aware of any burning or threatened structure within the Cooperator's protection area.
- (4) The title to all accessories, tools, equipment, and sirens provided by the Cooperator which are added to FEPP equipment provided by the DNR will remain with the Cooperator and the Cooperator may remove same prior to returning the equipment to the DNR.
- (5) To extend benefits of the Federal-State "Cooperative Fire Control Agreement" to enable the Cooperator to purchase firefighting equipment and supplies through the DLA Fire Equipment Catalog.

THE COOPERATOR AGREES:

- (1) To dispatch a crew with equipment when available, and upon request of the DNR, to any fire within their protection area, defined as the area within which the Cooperator is responsible for providing fire protection services, not to include mutual aid response to other fire departments.
- (2) Pay all invoices for equipment purchased through DLA. The DNR may require the Cooperator to send a copy of purchase orders for audit purposes.

- (3) The Cooperator, having equipment under the Federal Excess Personnel Property Program, must provide **personal liability and property damage insurance covering vehicles on loan to the Cooperator (required under the agreement with the federal government)**. Insurance coverage by the Cooperator will begin on the date the vehicle is received by the Cooperator. A copy of the current insurance certificate must be kept in the vehicle for inspection purposes. The Cooperator must notify the DNR immediately, in writing, of all damages, vandalism or theft of the federal excess property vehicle on loan under this agreement. The Cooperator must also report stolen federal excess property upon discovery to the DNR in writing and to local Law Enforcement authorities. If the Cooperator does not provide insurance on the vehicle, the vehicle **MUST** be returned to the DNR within thirty (30) days.
- (4) To make the equipment available for inspection, when requested, by a representative of the DNR.
- (5) The Cooperator cannot remove parts without written permission from the DNR.
- (6) The equipment may not be sold, junked, traded, or otherwise disposed of, but must be returned **BY THE COOPERATOR** to one of the DNR, FRD Repair Shops (Marquette in the Upper Peninsula, Gaylord in the Northern Lower Peninsula, or Rose Lake in the Southern Lower Peninsula), when a vehicle becomes surplus to the fire department's needs. Written notice is to be given to the local forest fire officer before the vehicle is returned.
- (7) Any vehicle provided will not be loaded beyond the manufacturer's recommended load capacity, and comply with the Michigan vehicle code.
- (8) All vehicles provided will be equipped and operated in compliance with the Michigan Vehicle Code and Occupational Standards applicable to their use.
- (9) All vehicles provided will be housed and under the direct control of the fire department, and used for rural and wildland fire protection.
- (10) The Cooperator will notify the DNR immediately in writing in the event of an accident or death involving a vehicle on loan to the Cooperator.
- (11) A State of Michigan license plate will continue to be used on the equipment requiring a license.
- (12) The equipment will be painted DNR red to correspond with the Cooperator's fire equipment and marked with both the Cooperator's identifying decals, and a decal furnished by the DNR.
- (13) The equipment must be converted for use for fire control and placed in fire service within twelve (12) months from date of issue to the Cooperator.
- (14) To train their personnel in proper operation of any equipment provided.

IT IS MUTUALLY AGREED:

- (1) **Suppression.** When both agencies are represented at the same fire, the over-all supervisory responsibility shall lie with the agency concerned most directly with the object **actually on fire**. If both types of objects, i.e., structures and vegetation, are on fire simultaneously, each agency shall attend its normal responsibility, and/or play a supporting role to the other, based on a judgment decision as to the values involved or threatened. If immediate action is required, neither agency shall be limited because of the type of object which is burning.
- (2) **Training.** Each agency agrees to attend/participate/assist in those portions of the other agency's training programs which have a bearing on the individual agency's efficiency to the extent personnel are available.
- (3) **Personal Protection.** DNR employees are not trained nor certified to wear self-contained breathing apparatus. DNR personnel must be advised by the Cooperator when atmospheric conditions are unsafe. DNR employees may work in support of the Cooperator under restricted conditions such as, but not limited to, up wind from the incident or in supply and transport.
- (4) DNR tractors are not intended to be used for purposes other than wildland fire suppressions.
- (5) **Other.** Each agency agrees to lend its support to programs of the other agency which will increase the public awareness of the hazard and destruction of fire and/or make the objectives of this Agreement possible.
- (6) **Employee Compensation.** Each entity is responsible for the compensation of its own employees.
- (7) This agreement constitutes the complete and exclusive agreement and understanding of the parties as it relates to this transaction. This agreement supersedes all other prior agreements, and all other communications between the parties relating to this transaction.
- (8) Each provision of this agreement is severable from all other provisions of this agreement and if one or more provisions of this agreement are declared invalid, the remaining provisions of this agreement remain in full force and effect.

Failure to comply with any part of the Agreement will result in the forfeiture of said equipment.

This Agreement is authorized under 1967 PA 7, Part 515 of Act 451 of 1994, as amended; the Federal Cooperative Forestry Assistance Act of 1978; and the Federal Property and Administrative Services Act of 1949.

PART II – DEPARTMENT of DEFENSE FIREFIGHTER PROGRAM PROPERTY

NOW THEREFORE, the parties to this agreement, in reference to DEPARTMENT of DEFENSE FIREFIGHTER PROGRAM PROPERTY TRANSFERRED UNDER 10 U.S.C §2576(b), ADMINISTERED BY THE UNITED STATES DEPARTMENT OF AGRICULTURE (USDA) - FOREST SERVICE.

THE COOPERATOR AGREES TO:

- (1) Request for transfer only DoD firefighting property that can be effectively made usable and put into service for fire fighting or emergency services.
- (2) Convert the equipment into acceptable fire control or emergency response unit within twelve (12) months from the time of acquisition.
- (3) Use the aforementioned equipment only for the suppression of wildfire and/or for other emergencies which threaten the loss of life or property.
- (4) Provide adequate storage and maintenance for the equipment and responsible for all operational cost and repairs.
- (5) Provide access to and the right to examine all records, books papers, or documents relating to the DoD Firefighting Property to the Forest Service, DoD Office of Inspector General, the Comptroller General of the United States, or his authorized representative, and the USDA, including its Office of Inspector General, or authorized representatives.
- (6) Maintain the equipment in the Cooperator's inventory, as well as maintain property records on the equipment for a minimum of five (5) years after acquisition of said property (i.e. registration, insurance, final disposal). Written permission from the DNR is required to dispose of property retained for less than five (5) years.
- (7) Make available the said equipment for periodic inspection by a duly authorized representative of the DNR until title has been transferred to the Cooperator.
- (8) Maintain the equipment in full readiness at all times.
- (9) Obtain and maintain liability insurance coverage for any vehicles in this agreement.
- (10) The equipment will be painted DNR Red, or to correspond with the Cooperator's fire equipment, and will have all of the Cooperator's identifying decals.
- (11) All vehicles must comply with all State and Federal regulations, as well as vehicle manufacturers loading restrictions.
- (12) Owners of Firefighter Program property will cooperate with Federal and State parties to ensure compliance in State and Federal regulations and program and property management requirements.
- (13) Accept title of said property in the Agency name, not an individual member of the agency.
- (14) Properly register the vehicle to the Cooperator, and provide appropriate license plate, once title has been transferred to the Cooperator.

THE DNR AGREES TO:

The State of Michigan will provide the Cooperator with documentation to transfer title of the above equipment, upon completion of conversion, with proof that the equipment has been placed into emergency service, and is properly insured.

This Agreement will be effective from the date of execution by the DNR – FRD, and will continue in force unless terminated by either party by thirty days (30) written notice to the other, provided, however, all of the provisions herein are complied with.

IN WITNESS WHEREOF, the parties by and through their duly qualified and acting officials have hereunto set their hands.

Cooperator – Governing Unit Signature

Date

Cooperator – Governing Unit (Print Name)

Fire Chief Signature

Date

Fire Chief (Print Name)

Michigan Department of Natural Resources Forest Resources Division

Date

11(K)

ORDINANCE NO. 7-400

~~AN ORDINANCE REGULATING THE REGISTRATION OF
RESIDENTIAL RENTAL DWELLING UNITS~~

RENTAL REGISTRATION

THE CITY OF ISHPEMING ORDAINS:

Section 1. Definitions.

The following words, terms and phrases when used in this Ordinance shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning.

- (a) "Code Enforcement Officer" means the person appointed to that position by the Ishpeming City Manager.
- (b) "Local agent" means an individual or company representing the owner and having a place of residence or business within Marquette County. The local agent is responsible for the operation of the owner's residential rental dwelling unit(s) located within the City of Ishpeming. A local agent is required if:
 - (1) The owner resides outside of Marquette County, Michigan; or
 - (2) The owner ~~is absent from~~ ~~resides outside of~~ Marquette County, Michigan, ~~for more than 90 days each calendar year.~~
- (c) "Owner" means the individual(s), company, corporation, governmental or private agency, or any other entity listed on the recorded deed, or the purchaser under a recorded land contract, ~~or a person otherwise legally responsible for, and shown as the owner of~~ real property containing one or more residential rental dwelling unit(s).
- (d) "Residential rental dwelling unit" means a distinct individual living quarters within a building used for occupancy by a person or persons other than the owner or the immediate family of the owner, ~~and for which rent or a remuneration of any kind is paid or benefit conferred to the owner.~~ Single-family residences, condominiums, duplexes, apartments and rooming houses may all contain and be classified as residential rental dwelling units.
- (e) "Immediate family of the owner" shall mean only mother, father, brother, sister, or child of an owner. Proof of the family relationship shall be provided to the Code Enforcement Officer at the time of seeking an exemption.

Section 2. Initial Registration of Residential Rental Dwelling Units.

- (a) Within thirty (30) days of the effective date of this Ordinance, the City shall publish three times in a newspaper of general circulation within the City a notice summarizing the registration requirements of this section. The City shall also mail a copy of said notice by first class mail to the owner of record of each property listed in

the assessment rolls of the City on the effective date of this ordinance as residential property which does not qualify for a 100% homestead property tax exemption.

- (b) Within ninety (90) days after the effective date of this Ordinance, the owner of every building containing a residential rental dwelling unit within the corporate limits of the City of Ishpeming shall register each such building with the Code Enforcement Officer by filing with the Code Enforcement Officer a registration form provided by the City. If the owner owns more than one (1) building containing one or more residential rental dwelling units, a separate registration form shall be filed for each separate building.

Section 3. Registration Information to be Contained in Registration Form.

The following information shall be provided on the registration form by the owner:

- (1) Owner's name, home address, day and evening telephone numbers and ~~email address and fax number~~;
- (2) Local agent's ~~(if applicable)~~ name, home address, day and evening telephone numbers and ~~email address, and fax number~~;
- (3) Address of the building ~~owned (fee simple or land contract) by the owner~~ containing one or more residential rental dwelling unit(s) (includes multi-unit building in which the owner lives);
- (4) The number and identifying address of each residential rental dwelling unit in a building containing more than one dwelling unit;
- (45) ~~Whether the unit is being used for rentals of periods of less than thirty (30) days;~~
- (56) Signature of owner attesting to the truthfulness of the information provided. If the owner is a company, corporation, governmental or private agency, or any other entity, only a duly authorized officer or administrator may sign the registration form.

Section 4. Issuance of Certificate of Registration.

- (a) The Code Enforcement Officer shall examine each registration form for completeness and, if complete, shall issue a Certificate of Registration for each residential rental dwelling unit in the building identified in the registration form. The Certificate of Registration shall be mailed to the owner by the Code Enforcement Officer or his/her designee. If the registration form is incomplete, the Code Enforcement Officer shall make not more than two (2) attempts to contact the owner (by telephone, mail, or in person) to have the owner properly complete the registration form.
- (b) Failure of the Owner to file a complete registration form with the Code Enforcement Officer within the time limits prescribed in this Ordinance shall constitute a violation of this Ordinance.

Section 5. Follow-up Registration.

After the initial ninety (90) day registration period set forth in Section 2(b) of this Ordinance, residential rental dwelling units shall be registered as follows:

- (1) Newly constructed residential rental dwelling buildings or units shall be registered prior to the issuance of a final certificate of occupancy.
- (2) A residential rental dwelling/building/unit sold, transferred or conveyed shall be re-registered by the new owner within 30 days of the date of the deed, land contract, or other instrument of conveyance. At that time the units will be removed from the previous owner's registration.
- (3) Any non-rental residential dwelling unit converted to a residential rental dwelling unit shall be registered prior to the date it is occupied for rental purposes.

Section 6. Changes in Registration Information.

If any information on a registration form changes after issuance of a Certificate of Registration, it shall be the responsibility of the owner or the owner's local agent to notify the Code Enforcement Officer within ten (10) days of the date of the change and to provide correct or updated information in writing to the Code Enforcement Officer within said ten (10) day period.

Section 7. Fees; Late Fees.

There shall be no fee for the registration, re-registration, or updating of registration information within the allotted time periods. If a residential rental dwelling unit is not registered within the allotted time periods specified herein, then a late fee of \$50.00 per rental dwelling unit shall be paid by the owner. This late registration fee, however, shall not become effective until ninety (90) days after the effective date of this Ordinance.

Section 8. Maintenance of Records.

The Code Enforcement Officer shall be responsible for maintaining and updating all residential rental dwelling unit registration forms and Certificates of Registration, and for providing a semi-annual report to the City Manager and City Council of the number of residential rental dwelling units in the City. The semi-annual report shall also identify the residential rental dwelling units by type (single family, duplex, multi-unit, apartment houses, rooming houses, short term, etc.) and the number and type of units added to or deleted from the registration roster since the last semi-annual report.

Section 9. Penalty for Failure to Comply.

Failure to comply with any provision in this Ordinance, or the submission of false information on a residential rental dwelling unit registration form, shall constitute a municipal civil infraction misdemeanor, which upon conviction thereof, shall subject the violator to a fine of up to \$500.00 or imprisonment in the Marquette County Jail for a period not to exceed 90 days for each offense, or both such fine and imprisonment in the discretion of the Court, together with the costs of such prosecution.

and shall be considered to be a public nuisance, which shall subject any person found to be responsible to a fine of up to Five Hundred dollars (\$500.00), in addition to any other enforcement provided by law. Violations may also be enjoined pursuant to Michigan law.

~~The submission of false information on a residential rental dwelling unit registration form shall constitute a misdemeanor, which upon conviction thereof, shall subject the violator to a fine of up to \$500.00 or imprisonment in the Marquette County Jail for a period not to~~

~~exceed 90 days for each offense, or both such fine and imprisonment in the discretion of the court, together with the costs of such prosecution.~~

Adopted: June 6, 2007

Amended: April 8, 2015

Amended:

First reading:

Second reading:

Published:

Effective date:

CITY OF ISHPEMING

REGISTRATION FORM FOR RESIDENTIAL RENTAL DWELLING UNIT(S)

In accordance with City of Ishpeming Ordinance No. 7-400, all owners of residential rental dwelling units located within the City of Ishpeming are required to file a completed registration form. Complete all applicable information and return to the City of Ishpeming Code Enforcement Officer, City Hall. Please type or print clearly, in ink. Questions may be addressed to the Ishpeming Code Enforcement Officer at (906) 485-1091, Extension _____.

A. **Owner(s)**

Name(s) _____

Home Mailing Address: _____

Phone Number (Day) _____ (Evening) _____

Fax Number _____ E-Mail (Optional) _____

B. **Local Agent:**

Name: _____

Home Mailing Address: _____

Phone Number (Day) _____ (Evening) _____

Fax Number: _____ E-Mail (Optional) _____

C. **Property Information**

For each residential rental property owned in fee simple or under a land contract (including a multi-unit building in which the owner lives) provide the property address, the number of residential rental dwelling units in the building and individual unit addresses if applicable. Attach additional sheets if necessary.

Building Address

No. of Units

Address of Each Unit

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

I hereby swear or affirm that the above-stated information is true to the best of my knowledge. I understand that failure to register any residential rental dwelling units owned by the undersigned within the City of Ishpeming or the submission of false information on this form may result in a fine or imprisonment or both in accordance with the provisions of Ishpeming City Ordinance No. 7-400.

Owner's Signature _____

Date _____

Title (if applicable) _____

Company Name (if applicable) _____

Note: A separate form must be filled out for each separate building that contains one or more residential rental dwelling units.

**General Information Regarding Ishpeming City Ordinance No. 7-400
Requiring the Registration of Residential Rental Dwelling Units**

DEFINITIONS

- A. **Owner.** The individual(s), company, corporation, governmental or private agency or other entity listed on the recorded deed or purchaser under a recorded Land Contract as the owner of a property containing residential rental dwelling unit(s).
- B. **Local Agent:** An individual or company representing the owner and having a place of residence or business within Marquette County. The local agent is responsible for the operation of the owner's residential rental dwelling unit(s) located within the City of Ishpeming. A local agent is required if:
1. the owner resides outside of Marquette County, or
 2. the owner resides outside Marquette County for more than ninety (90) days each calendar year.
- C. **Residential Rental Dwelling Unit.** Distinct individual living quarters within a building intended for occupancy by a person or persons other than the owner and the family of the owner, and for which rent or a remuneration of any kind is paid. Single-family residences, condominiums, duplexes, apartments, and rooming houses may all contain and be classified as residential rental dwelling units.

INITIAL REGISTRATION

Within ninety (90) days of the effective date of this Ordinance, all buildings containing residential rental dwelling units within the corporate limits of the City of Ishpeming shall be registered with the Code Enforcement Officer on a form provided by the City. Units must be registered by the owner.

FOLLOW-UP REGISTRATION

Following the initial ninety (90) day registration period, residential rental dwelling units shall be registered as follows:

- A. Newly constructed residential rental dwelling buildings or units shall be registered prior to the issuance of a final Certificate of Occupancy.
- B. A residential rental dwelling building/unit sold, transferred or conveyed shall be re-registered by the new owner within thirty (30) days of the date of the deed, land contract, or other instrument of conveyance. At that time the units will be removed from the previous owner's registration.
- C. Any non-rental residential dwelling unit converted to a residential rental dwelling unit shall be registered prior to the date it is occupied for rental purposes.

REGISTRATION INFORMATION

The following information shall be provided by the owner at the time of registration.

- A. Owner's name, home address, telephone numbers, fax number, e-mail address (optional)
- B. Local agent's (if applicable) name, home address, telephone number(s), fax number, and e-mail address (optional)
- C. Address of each building owned (fee simple or land contract) by the owner containing residential rental dwelling unit(s) (includes a multi-unit building in which the owner lives)
- D. The number and identifying address of each residential rental dwelling unit for buildings containing more than one dwelling unit.
- E. Signature of owner attesting to the truthfulness of the information provided. If signed by the owner, said owner being a company, corporation, governmental or private agency, or

any other entity, only a duly authorized officer or administrator may sign the registration form.

CHANGES IN REGISTRATION INFORMATION

Changes in the registration information shall be provided in writing to the City of Ishpeming Code Enforcement Officer within ten days of the date of the change.

FEES

There shall be no fee for the registration, re-registration, or updating of registration information within the allotted time periods.

PENALTY FOR FAILURE TO COMPLY

- A. Failure to comply with any provision in this Ordinance shall constitute a misdemeanor, which upon conviction thereof, shall subject the violator to a fine of up to Five Hundred (\$500.00) Dollars and/or imprisonment for a period not to exceed ninety (90) days for each offense, or both such fine and imprisonment in the discretion of the Court, together with the costs of such prosecution.
- B. The submission of false information on a residential rental dwelling unit registration form shall constitute a misdemeanor, which upon conviction thereof, shall subject the violator to a fine of up to Five Hundred (\$500.00) Dollars and/or imprisonment for a period not to exceed ninety (90) days for each offense, or both such fine and imprisonment in the discretion of the Court, together with the costs of such prosecution.

11(i)

ORDINANCE NO. 7-500

RENTAL INSPECTIONS

AN ORDINANCE TO REQUIRE THE INSPECTION OF RESIDENTIAL RENTAL DWELLING UNITS

THE CITY OF ISHPEMING ORDAINS:

Preamble.

The City of Ishpeming recognizes the importance of the rental housing segment of the overall City housing stock inasmuch as it provides housing options and opportunities to those citizens of the community who are unable to attain or do not desire home ownership. ~~As the entity responsible for the enforcement of the building and housing codes,~~ It is in the interest of the City to ensure that all residential rental dwelling units, structures and grounds ~~leased for occupancy to the general public~~ are in compliance with the minimum property maintenance standards adopted and enforced by the City. Benefits to the City include:

- (1) Protection of the health, safety and welfare of residents of rental properties and adjacent properties. Existing structures and premises not in compliance will be repaired to provide a minimum level of health and safety as required herein.
- (2) Maintenance of property values and "quality of life" within the immediate neighborhoods in which residential rental dwelling units are located.
- (3) Enforcement of common minimum standards for all residential rental dwelling units, structures and premises.

Section 1. Definitions.

The following words, terms and phrases when used in this Ordinance shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning.

- (a) "Certificate of Compliance" means the official certificate issued by the Code Enforcement Officer stating that a residential rental dwelling unit, a residential rental dwelling structure, or a residential rental premises meets the minimum standards established by this Ordinance for occupancy or use.
- (b) "Code" means the International Property Maintenance Code, January 2006 Edition, and as amended thereafter.
- (c) "Code Enforcement Officer" means the person appointed to that position by the Ishpeming City Manager.
- (d) "Local Agent" means an individual or company representing the owner and having a place of residence or business within Marquette County, Michigan. The Local Agent is responsible for the operation of the owner's residential rental dwelling unit(s) located within the City of Ishpeming. A Local Agent is required if:
 - (1) the owner resides outside of Marquette County, Michigan; or
 - (2) The owner ~~is absent from resides outside of~~ Marquette County, Michigan, ~~for more than 90 days each calendar year~~

- (e) "Owner" means the individual(s), company, corporation, governmental or private agency, or any other entity listed on the recorded deed, or the purchaser under a recorded land contract, ~~or a person otherwise legally responsible for, and shown as the owner of~~ real property containing one or more residential rental dwelling unit(s).
- (f) "Residential rental dwelling structure" means every building containing one or more residential rental dwelling units, including all common areas accessible to the residents of those dwelling units, and including restricted portions of the structure and the building interior that are not intended to be accessible to the residents of the residential rental dwelling units.
- (g) "Residential rental dwelling unit" means a distinct individual living quarters within a building intended for occupancy by a person or persons other than the owner and the family of the owner, ~~and for which rent or a remuneration of any kind is paid to the owner.~~ Single-family residences, condominiums, duplexes, apartments and rooming houses may all contain and be classified as residential rental dwelling units.
- (h) "Residential rental premises" means the site upon which a residential rental dwelling structure is located including, but not limited to, yards, walkways, stairways or stairwells, driveways, patios, decks, ~~porches~~, garages, outbuildings, accessory structures, fences, and landscaping.

Section 2. Certificate of Compliance Required.

- (a) No person shall lease, rent or cause to be occupied a residential rental dwelling unit and/or structure unless a valid Certificate of Compliance is issued by the Code Enforcement Officer in the name of the owner and/or Local Agent for the specific rental structure and each residential rental dwelling unit in the structure. A Certificate of Compliance shall be issued only upon the successful completion of an inspection of the residential rental dwelling unit and/or structure and/or premises by the Code Enforcement Officer. The Certificate of Compliance shall be retained by the owner or Local Agent and produced upon the request of any official of the City of Ishpeming.
- (b) A Certificate of Compliance shall be valid for a period of three years from the date of issuance unless earlier revoked by the Code Enforcement Officer.
- (c) Dwelling units in existence and registered with the City at the time this Ordinance goes into effect may continue to be occupied until such time as the initial inspection is scheduled and completed, and a Certificate of Compliance is issued.
- (d) A Certificate of Compliance cannot be issued for a residential rental dwelling unit unless it is registered with the City.
- (e) A copy of the Certificate of Compliance shall be posted in a conspicuous place in the residential rental dwelling structure, and shall also be furnished by the owner or Local Agent to the lessee of each residential rental dwelling unit in the structure.

Section 3. Affected and Exempt Units/Structures

- ~~(a)~~ All residential rental dwelling units and residential rental dwelling structures, including boarding houses as defined in the City Zoning Ordinance, located within the City of Ishpeming shall comply with the requirements of this Ordinance, unless

~~except as~~ specifically exempted. ~~as follows:~~**Exemptions:** The following are permanently exempted from the requirements of this Ordinance:

- (1a) All residential rental dwelling units and/or complexes currently inspected by the Federal Housing and Urban Development Department (HUD) or the Federal Housing Administration (FHA) ~~or other federal agency or an agency of the State of Michigan or of Marquette County.~~ Proof of inspection and compliance must be provided to the Code Enforcement Officer upon request.
- (2b) Hotels, motels, ~~and~~ bed and breakfast establishments ~~and units which are rented for rental periods of less than thirty (30) days.~~
- (3c) Homeless shelters.

Section 4. Basis for Inspection.

The Code Enforcement Officer shall have the authority to inspect all residential rental dwelling units, all residential rental dwelling structures, and all residential rental premises, as follows:

- (a) In the course of an initial scheduled inspection and each tri-annual renewal inspection for the issuance of a Certificate of Compliance.
- (b) Upon request by the property owner or Local Agent.
- (c) Upon a request for inspection by a tenant.
- (d) Upon receipt of information that a residential rental dwelling unit or units are not registered with the City of Ishpeming.
- (e) Upon receipt of information of an imminent threat to the public health, safety or welfare, or an imminent threat to the safety of any person.
- (f) Upon receipt of information of a violation of any of the provisions of this Ordinance or Ordinance No. 7-400.
- (g) ~~Upon the conversion of a unit from exempt status under Section 3., above, to a status which is not exempt under this Ordinance.~~

Section 5. Inspection Criteria.

- (a) The Code Enforcement Officer shall utilize the International Property Maintenance Code, January 2006 Edition, published by the International Code Council, ("Code" herein) which Code is hereby adopted by the Ishpeming City Council as the basis for regulating the inspection of all residential rental dwelling units, residential rental dwelling structures, and residential rental dwelling premises.
- (b) The Code Enforcement Officer shall prepare a standardized checklist of representative items to be inspected, consistent with the standards of the Code. The checklist shall be available to all owners, Local Agents, and tenants prior to an inspection. In his/her inspection, the Code Enforcement Officer shall not be limited to the items on the checklist.
- (c) All residential rental dwelling units, residential rental dwelling structures, and residential rental premises shall comply with the Code.

(d) The Code is adopted by reference herein, except as follows:

1. Section 605.2, Receptacles, is hereby amended to read as follows:

"Receptacles. Every habitable space in a dwelling shall contain at least two separate and remote electrical receptacle outlets. Every laundry area shall contain at least one grounded-type electrical receptacle or an electrical receptacle with a ground fault circuit interrupter. Every bathroom shall contain at least one electrical receptacle. Every electrical receptacle in a bathroom shall have a ground fault circuit interrupter. Every new or replacement bathroom electrical receptacle shall have a ground fault circuit interrupter. Every electrical receptacle within six (6) feet of a water source shall be a grounded-type electrical receptacle or an electrical receptacle with a ground fault circuit interrupter."

2. Sections 111.1 and 111.2 are deleted, except that Subsections 111.2.1 through 111.2.5 are retained.

3. Section 111.3 is amended to read as follows:

"111.3. Notice of Meeting. The Board shall meet upon notice from the chairman, within 45 days of the filing of an appeal, or at stated periodic meetings."

Section 6. Inspection Procedures.

(a) For the initial round of inspections, the Code Enforcement Officer shall prepare an inspection schedule for existing residential rental dwelling units and residential rental dwelling structures registered with the City of Ishpeming. The schedule shall be based on a three-year inspection cycle and shall be developed so as to:

(1) Not concentrate on a single geographic area in a given year; and

(2) Limit the number of inspections for a single property owner with six or more residential rental dwelling structures to not more than three structures in a calendar year, where it is possible to do so and otherwise comply with this Ordinance.

(b) ~~(1)~~ Newly constructed residential rental dwelling units shall be scheduled for an inspection at the time they are registered, and shall be inspected and obtain a Certificate of Compliance prior to occupancy, unless exempted under Section 3(a) above.

~~(2) Those residential rental dwelling units in existence as of the effective date of this Ordinance shall be scheduled for an inspection by the Code Enforcement Officer as soon as is reasonably practical.~~

(c) At least 30 days prior to an inspection, the Code Enforcement Officer shall send in writing a notification of inspection to the property owner or Local Agent, which notice shall include the date, time, and the residential rental dwelling unit or units to be inspected. All inspections shall take place during normal business hours, Monday through Friday, except in the case of an emergency inspection. It shall be the responsibility of the property owner or Local Agent to notify the affected tenant(s). The property owner or Local Agent may request a change in the inspection

appointment not less than ten days prior to the scheduled inspection. The property owner or Local Agent will only be granted one (1) change in the original inspection date. A rescheduled inspection shall take place not more than 30 days after the original inspection date. If the Code Enforcement Officer is unable to gain entry to make an inspection at the time of the original inspection date or the rescheduled inspection date because no one is present to let the Code Enforcement Officer into the residential rental dwelling unit, a fee as determined by a resolution of Council and included in the City Fee Schedule shall be imposed upon the owner. This fee shall be paid within 30 days after written notice of imposition of the fee is mailed to the owner, and no inspection shall take place nor a Certificate of Compliance shall be issued until the fee is paid.

- (d) A property owner, Local Agent, or tenant shall provide the Code Enforcement Officer with access to his/her residential rental dwelling unit(s) and/or residential rental dwelling structure(s) for an inspection. An individual refusing entry to the Code Enforcement Officer shall be notified of the Code Enforcement Officer's authority to inspect the property and that the Code Enforcement Officer will take appropriate and necessary action including, but not limited to: imposition of the fee set forth in paragraph (c) above, obtaining a search warrant, posting the unit as uninhabitable, and/or instituting other legal action for a violation of this Ordinance as prescribed in Section 10 below.
- (e) A residential rental dwelling unit in compliance with the requirements of the Code shall be issued a Certificate of Compliance valid for a period of three years from the date of issuance, unless revoked by the Code Enforcement Officer.
- (f)(1) For residential rental dwelling units with a Code violation, the Code Enforcement Officer shall provide a written notice of the noted violation(s) to the property owner or Local Agent by mail or by personal service. The property owner or Local Agent shall then have a "cure period" to correct the code violation(s), as follows:
 - i) for a Code violation(s) found in the interior of the Residential rental dwelling structure or the interior of the Residential rental dwelling unit, the cure period shall be not greater than thirty (30) days.
 - ii) For a Code violation found in or on the exterior of the Residential rental dwelling structure or the exterior of the Residential rental dwelling unit, the cure period shall be not greater than one hundred eighty (180) days.
 - iii) For a Code violation found in, on, over, across or under the Residential rental premises, the cure period shall be not less than thirty (30) days and not more than one hundred eighty (180) days.
 - iv) The cure period shall be determined by the Code Enforcement Officer in his/her discretion, but within the time limits set forth above, and shall be stated in the written notice of violation.
 - v) An "interior" Code violation means a violation that can be corrected entirely inside the Residential rental dwelling structure or the Residential rental dwelling unit. An "exterior" Code violation means a Code violation that can only be corrected entirely outside the Residential rental dwelling structure or the Residential rental dwelling unit. In the case of a Code violation that requires interior and exterior work to make the correction(s), the Code Enforcement Officer shall set forth in the written notice of violation which correction work must be done to the interior and which correction work must be done to the exterior, with separate cure periods for each.
 - vi) The cure period shall start on the third (3rd) day after the date of mailing, if the written notice of violation is served by mail. If the written notice of

violation is personally served, the cure period shall start on the day after the date of personal service.

- (2) The property owner or Local Agent shall contact the Code Enforcement Officer and arrange for a re-inspection within ten (10) days after expiration of the cure period. An additional ten days may be granted by the Code Enforcement Officer in those situations in which the property owner or Local Agent can demonstrate a justifiable need for a time extension, and that additional time will not result in conditions deteriorating further. If a ten (10) day extension is granted, the property owner or Local Agent shall contact the Code Enforcement Officer and arrange for a re-inspection within ten (10) days after expiration of the extended cure period. In the alternative, the Code Enforcement Officer may, at his or her discretion, specify the date and time for re-inspection within the time frames and cure periods as set forth above.
- (3) The notice from the Code Enforcement Officer may require immediate repairs or corrections of the Code violations if the Code Enforcement Officer determines that an imminent threat to life, property or public safety exists, irrespective of the cure periods set forth above. If immediate repairs or corrections are required, the owner or Local Agent shall contact the Code Enforcement Officer within five (5) days after receipt of the notice and arrange for an immediate re-inspection. A re-inspection fee is payable each time the Code Enforcement Officer must return to the premises after the first re-inspection, until compliance is established to the satisfaction of the Code Enforcement Officer.
- (4) If the code violations are not corrected by the property owner or Local Agent within the cure period established under Subsection (f) above, the City or any contractor hired by the City may enter upon the property where the code violations exist and correct the code violations. The cost of correcting the code violations shall be paid by the owner within thirty (30) days after the owner is billed for such costs, and in default thereof the City shall have a lien against the real property where the code violations occurred. The lien for the cost of such repairs shall be enforced in the manner prescribed by the general laws of the State providing for the enforcement of real property tax liens.
- (g) Decisions of the Code Enforcement Officer may be appealed to the Housing Appeals Board.
- (h) The Code Enforcement Officer shall be responsible for scheduling a renewal inspection at least 45 days prior to the expiration of an existing Certificate of Compliance. However, failure of the Code Enforcement Officer to make a renewal inspection prior to the expiration of an existing Certificate of Compliance shall not invalidate any action taken by the Code Enforcement Officer in the renewal process.
- (i) The inspection fee or renewal inspection fee is payable at or before the time of the inspection. The Code Enforcement Officer will not make any inspection unless **all assessed fees are paid**. Failure to pay **any assessed fee the inspection fee, re-inspection fee, or renewal inspection fee** in a timely manner shall constitute a violation of this Ordinance.

Section 7. Revocation of Certificate of Compliance.

A Certificate of Compliance may be revoked by the Code Enforcement Officer under the following circumstances:

- (a) A residential rental dwelling unit or residential rental dwelling structure is not operated as a rental unit or structure for 90 consecutive days, or is removed by the property owner or Local Agent from the City of Ishpeming's rental registration list. In such cases, a new Certificate of Compliance must be obtained, including the required inspection, prior to occupancy.
- (b) A property owner or Local Agent has failed to correct Code violations within the required time frames as set forth in Section 6(f)(1).
- (c) A residential rental dwelling unit continues to be operated as a rental unit without a valid certificate of compliance.

Section 8. Appeal Process.

- (a) A property owner or Local Agent disagreeing with a decision of the Code Enforcement Officer relative to the existence of a violation or the time frame in which to make corrections may appeal that decision to the Housing Appeals Board. The Housing Appeals Board is hereby designated to hear such appeals. A tenant of a residential rental dwelling unit shall have standing to appeal a notice or order to vacate a residential rental dwelling unit.
- (b) The Housing Appeals Board shall consist of three members, appointed by the Ishpeming City Council. Each member of the Housing Appeals Board shall serve for a period of three years.
- (c) To take an appeal from the decision of the Code Enforcement Officer, a property owner, Local Agent, or tenant shall file with the City Clerk a written appeal on a form provided by the Code Enforcement Officer, and pay the appeal fee, within 21 days after receipt of a notice of violation. The City Clerk, upon receipt of an appeal, shall immediately deliver a copy thereof to the Code Enforcement Officer and to each member of the Housing Appeals Board. If an appeal is timely filed, the decision or order of the Code Enforcement Officer shall be held in abeyance until such time as the appeal is acted upon by the Housing Appeals Board.
- (d) If an appeal is timely filed, the person filing the appeal shall be deemed to have consented to allowing any of those persons identified in Section 11 below to enter upon and/or into the property that is the subject of the appeal, for the purpose of taking photographs and conducting such other inspection of the property as may be necessary to prepare a full and complete report regarding the condition of the subject property. If entry upon and/or into the subject property is not granted to the Section 11 officials within 21 days after the appeal is filed, the appeal shall be deemed to be denied, no hearing under Section 8(d) below shall be held, and the decision or order of the Code Enforcement Officer shall be final.
- (e) The Housing Appeals Board shall convene and hold a public hearing on the appeal within 45 days after the appeal is filed with the City Clerk, with written notice served on the Code Enforcement Officer and the appealing party of the date, time, and location of the hearing. The Housing Appeals Board shall cause a record to be made of the entire proceedings. Said record may be made by tape recording or by other electronic recording device. The Board shall hear testimony and take evidence from the appealing party, the Code Enforcement Officer, and any other witnesses that may be called, and shall, by majority vote, render a decision on the appeal. The

decision shall be based upon competent, material, and substantial evidence on the whole record. In making a decision, the Housing Appeals Board shall not be bound by the strict rules of evidence, and may take into account ~~matters~~ evidence that would be relied on by reasonably prudent persons in the conduct of their affairs. The decision of the Housing Appeals Board shall be final.

- (e) This appeal process shall supercede the appeal provisions in Sections 111.1 and 111.2 of the Code. Provided, however, that the provisions of Sections 111.2.1 through 111.2.5 of the Code shall apply in appeal proceedings.
- (f) Every party appearing before the Housing Appeals Board may be represented by an attorney.
- (g) An appeal shall be based on a claim that the true intent of the Code or the rules legally adopted thereunder, or the terms of this Ordinance have been incorrectly interpreted, do not apply, or that the requirements of the Code have been satisfied.
- (h) ~~The Housing Board of Appeals may direct a fee paid by a property owner or local agent to be refunded if it determines that an avoidable mistake was made by the City in a determination.~~

Section 9. Fees.

Fees for inspections, missed appointments, ~~denied entry~~, re-inspections, late fees and appeals shall be as prescribed in a fee schedule adopted by the Ishpeming City Council. All fees shall be paid at the office of the City Clerk. A late payment fee shall be charged for all fees not paid on time. The City shall not issue a Certificate of Compliance and shall revoke any existing Certificate, where any fee is not paid. Fees remaining unpaid and all accumulated charges may be added to the real property tax rolls relative to the property(s), and such charges shall become a lien enforceable in the same manner as unpaid taxes with respect to such premises, until such charges are paid. See City of Ishpeming Fee schedule for listing of fees.

Section 10. Failure to Comply.

Failure or refusal to have a residential rental dwelling unit or residential rental dwelling structure inspected in accordance with this Ordinance, or failure to comply with any provision of this Ordinance, the Code, or any notice or order given pursuant thereto, shall constitute a municipal civil infraction punishable by ~~upon a finding that a defendant is responsible for a municipal civil infraction with the exception of a revoked Certificate of Compliance under Section 7 which shall constitute a misdemeanor, which upon conviction thereof shall subject the violator to a fine of up to \$500 or imprisonment in the Marquette County Jail for a period not to exceed 90 days for each offense, or both such fine and imprisonment in the discretion of the Court, together with the costs of such prosecution. Under this Ordinance, the judge or District Court magistrate may impose~~ a civil fine in an amount not to exceed Five Hundred (\$500.00) Dollars per violation, plus costs and other fees allowed by law. Violations of this Ordinance shall also constitute a public nuisance, which may be enjoined as provided by Michigan law. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

Section 11. Enforcement Authorization.

The Code Enforcement Officer, City Fire Chief, City Police Officers, and the City Manager are also authorized to enforce the provisions of this Ordinance and the Code.

Section 12. Program Implementation.

The Code Enforcement Officer, under the direction of the Chief of Police, shall be primarily responsible for the implementation and ongoing operation of the City of Ishpeming Residential Rental Dwelling Unit Inspection Program.

Section 13. Interpretive Guidelines.

In the case of a conflict between the terms of this Ordinance and the provisions of the Code, the terms of the Code shall control unless otherwise specifically provided in this Ordinance.

Adopted: November 7, 2007

Amended: January 7, 2009

Amended: June 9, 2010

Amended: June 4, 2014

Amended: April 8, 2015

Amended: December 9, 2015

Amended:

First reading:

Second reading:

Published:

Effective date:

~~The Housing Board of Appeals may direct a fee paid by a property owner or local agent to be refunded if it determines that an avoidable mistake was made by the City in a determination.~~

CITY OF ISHPEMING

RENTAL INSPECTION CHECKLIST

Rental property inspections are made on a routine basis, usually once every three years. Sometimes it is more convenient to perform maintenance or make repairs *prior* to an inspection, or between tenants, when an inspection is not scheduled.

To Get A Head Start ... Use this checklist prior to a routine inspection. You may avoid a lengthy inspection and potentially costly re-inspection fees.

Note: While it is impossible to list every violation of the housing code that may occur, this list contains violations that are commonly found during routine inspections. If you have a question about a specific situation or concern, it is suggested that you contact the Code Enforcement Officer at (906) 486-4416.

RENTAL INSPECTION CHECKLIST

Outside

- * Are the street numbers visible from the road for each unit? (4 inch high minimum)
- * Are the siding and paint in good condition?
- * Is the garage in good condition?
- * Are the steps, decks, and landings in good condition and safe to use?
- * How about the handrails and guardrail? Height between 30 and 42 inches, spindles spaced at 4 inches? There are some exceptions to this rule.
- * Is garbage properly stored?

Throughout the House

Windows

- * Any cracked or broken windowpanes?
- * All windows that are within six (6') feet above ground level have locking (non-key) hardware?
- * All window putty in good condition?
- * All operable windows have screens? (No rips, tears, or holes)
- * All window frames, sashes, and sills in good condition and weatherproof?

Doors

- * All exterior doors have locks?
- * All exterior doors tight against the weather?
- * Do all doors open and close easily?
- * Screen and storm doors in good condition, with adequate hardware?
- * In a multi-family - do the fire doors self-close to latching?
- * Doors providing access to a dwelling unit shall be equipped with a deadbolt lock. (A sliding bolt is not acceptable.)

Surface Coverings

- * Are all the walls and ceilings free from peeling paint and loose plaster?
- * Any holes in the walls, ceilings, or floors repaired in a workman-like manner?
- * Are the floor coverings in good condition and easy to clean?
- * Is the carpet ripped or torn, or otherwise causing a possible trip hazard?

Electrical System

- * Are all cover plates for outlets, switches, and junction boxes in place?
- * Do closet light fixtures hang down on wires? They will need to be updated or removed.
- * Many other conditions require electrical repairs or upgrade. Please call if you have any questions, or contact your electrician.

Other

- * Does each room (particularly bedrooms and bathrooms) have adequate heat? Electric portable heaters are not permitted as the primary heat source.
- * Are there too many people in the unit? Look for at least 50 square feet of bedroom area per person (including babies). Other restrictions apply, but this is the most common problem.

In the Basement

- * Stair safety? Broken treads, loose runners, even sizes and heights?
- * Handrail in place?
- * Is there an open side of stairs? It needs a guardrail or guards with spindles spaced no more than four inches apart.

- * Plumbing leaks? Pipes supported?
- * Check the water heater for a T&P valve and metal drip leg?
- * Dryer vented outside?
- * Washer properly hooked and drained?
- * Check the clearance on chimney flues? Six inches normal minimum.
- * Fuses properly sized? (Look for 15 amp ratings and type S fuses on a 60-amp service, or the unit can have a 100-amp service.)
- * Smoke detector working?
- * Sleeping in the basement is prohibited unless there is an adequate means of egress.

In the Kitchen

- * Sink dripping?
- * Trap leaking?
- * Drains open and clear?
- * Adequate outlets and circuits? (Grounded-type or GFCI outlet within six (6') feet of the sink.)
- * Light fixtures have switches?
- * Mice and rodents need extermination?
- * Proper sanitation?
- * At least one openable window?

In the Bathroom

- * Toilet working properly?
- * Shower, tub, or lavatory dripping faucets?
- * Proper traps and drains flow easily?
- * Vent fan or operable window?
- * At least one GFCI outlet?
- * Door closes and locks to provide privacy?

In the Living Room

- *At least two outlets and a light.

In the Bedrooms

- * At least two electrical outlets, one each on opposing walls.
- * Smoke detector working? (Smoke detector also required outside of each bedroom/sleeping area.)
- * At least one openable window.

Help

For assistance or to obtain a copy of the International Property Maintenance Code, please call the Code Enforcement Officer at (906) 486-4416. A fee will be charged to obtain a copy of the Code.

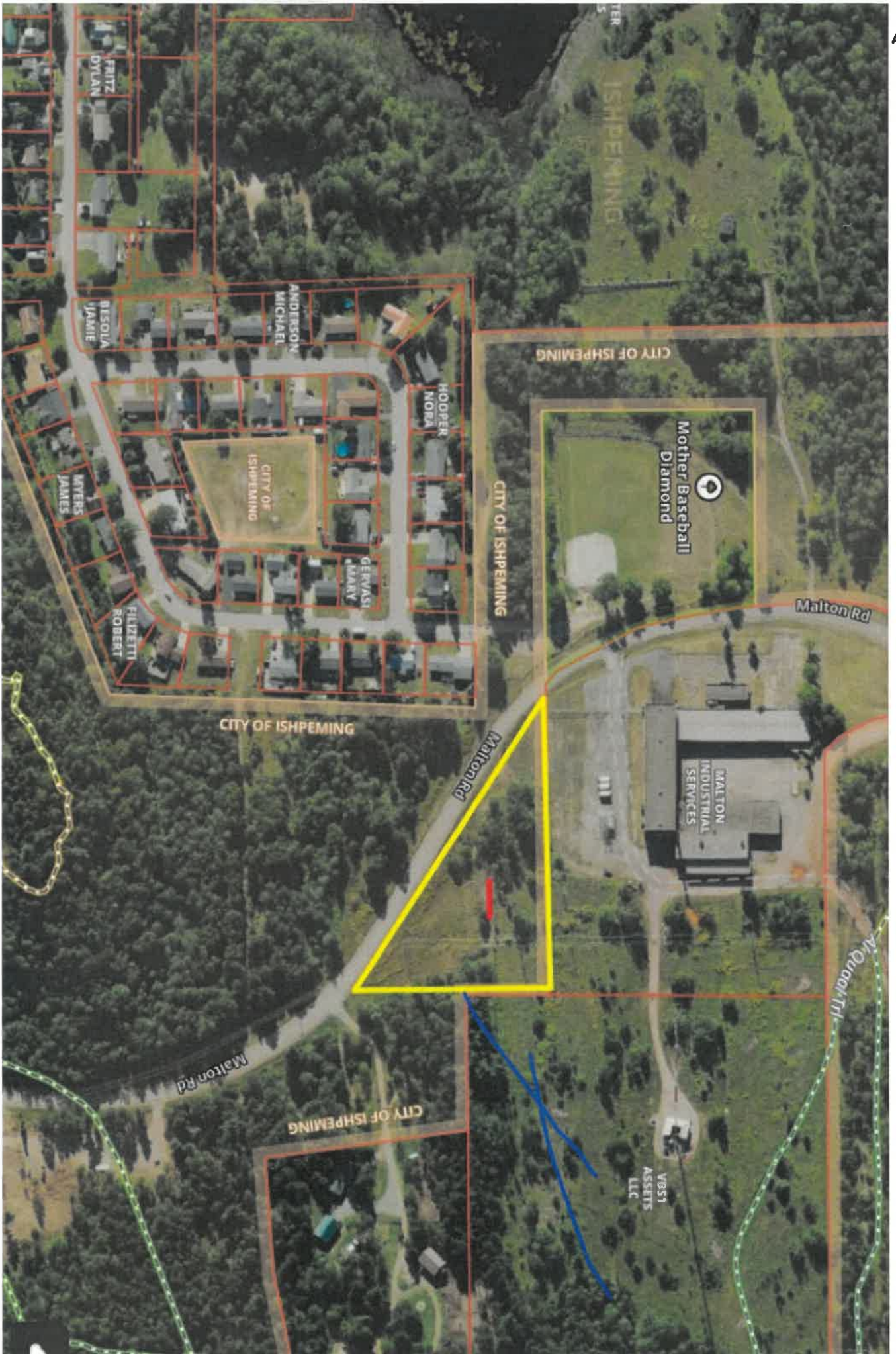
Permits

Electrical, mechanical, and plumbing permits are issued by the County of Marquette. Forms are available from the County of Marquette Construction Codes Department, 232 West Baraga Avenue, Marquette, Michigan. Telephone: (906) 225-8180.

Electrical permits are required for any work other than routine maintenance. These will only be issued to a licensed electrical contractor.

Building permits are required for just about anything beyond redecorating. Most building permits will be issued either to a licensed contractor or to the property owner.

11(m)



DATE ADOPTED: 10/5/2022

CITY OF ISHPEMING

POLICY REGARDING SALE OR DISPOSAL OF CITY-OWNED PROPERTIES

Whereas, the City of Ishpeming City Council, from time to time, finds it necessary or desirable to dispose of City- owned lands, and

Whereas, the City of Ishpeming Charter specifies that the City Council shall approve the disposal of any interest in City properties or any part thereof, and

Whereas the City Council desires to have a procedure for making the determination as to whether a given property should be disposed of, and the best manner of doing so, in order to achieve consistency in its approach and maintain transparency with City residents, and

Whereas, the City Council desires to fulfill its obligation to realize the highest value to the City for the use and/or disposal of City-owned properties,

Therefore, be it resolved that the City shall observe the following when considering the disposal of any interest in City-owned properties:

A. When the City has received an offer to purchase, or when the City Manager otherwise believes that a parcel should be considered for disposal, the Manager shall consult with appropriate City officials and Boards/Commissions, and outside entities as appropriate, to determine the following:

1. Whether the property is currently in use, or whether it may be useful in accomplishing future City objectives (i.e., is the property needed for expansion of current facilities or development of new or replacement facilities for City purposes?).

2. Whether the property should be held by the City for possible future uses (whether or not these specific uses are included in the City's Master Plan, Recreation Plan, Future Land Use Plan, Emergency Preparedness/Response Plans, or other such plans).

3. Whether the property is desirable for private development under a Development Agreement which would address City goals (i.e., creating affordable housing, industrial park, outdoor commons/social areas).
4. Whether the property may qualify for programs such as Brownfield redevelopment or the County Land Bank.
5. Whether the property is surplus and should be sold, burdened by an easement, or leased.
6. Whether surplus properties, or interests in city properties of any kind, should be conveyed subject to any conditions, covenants or restrictions.
7. If surplus, the best method of sale to realize the highest value for the City:
 - a. Determine the minimum sale amount via an appraisal or other indicia of value;
 - b. Consider accepting bids or doing an auction, including on-line, carried out by City staff or by an outside contractor;
 - c. Consider placing the parcel for sale through a qualified Realtor;
 - d. Consider listing the property with an agency that maintains listings for development, such as the LSCP, a County or State service, Chamber of Commerce, etc.
 - e. Consider adding the parcel and relevant sale information to a listing maintained on the City website.

B. The City Manager shall also review any conditions or restrictions on sale or use which may exist for any parcel, including those contained within deeds, easements, grant agreements, environmental notices and the like.

C. The City Council may waive competitive sales methods in the event that it makes a determination that such methods are unlikely to produce the best value, or that the resources that would be expended in engaging in such methods would outweigh the extra value likely to be realized.