

Minutes of the Ordinance Committee meeting
Sheffield Lake, Ohio
March 6, 2014

This regular meeting of the Ordinance Committee was held Thursday, March 6, 2014. Chairman Kovach called the meeting to order at 7:24 PM.

ROLL CALL OF MEMBERS:

Present: Kovach, McCullough, Erdei, Mayor Bring, Law Director Graves
 Absent: Service Director Smith

MINUTES: February 6, 2014, *Motion by McCullough/Second by Erdei to accept the minutes with any corrections. Yeas All.

PRESENTATIONS: **None.**

CORRESPONDENCE: **None.**

OLD BUSINESS:

Expand the role of Architectural Review Board under Planning Commission:

1139.06c – problematic piece of code; needs to be eliminated or to be explained what kind of standards and criteria. the ZBA is supposed to use (our code is 1101) – Councilman McCullough asked is this what you came up with the Site Plan Review Board – Council#014? Law Director Graves answered yes this is a proposed draft amending our current codified section 167.05 which provides for Architectural Review Board and architectural permits an replacing that with site plan review process on Planning Commission for all new commercial structures throughout the city. As well as R2 and R3 multi-family and this should be considered a working draft. So read through it and anything you have questions about or anything that you don't think is appropriate or would like to see added just let me know. It is largely based on what Avon Lake has but also incorporates some of the existing language in architectural review ordinance. It does provide that the Planning Commission will actually be a recommending body and that Council would have the ultimate determination. Councilman McCullough asked question – I own R2 property, can I vote on this in Council? Law Director Graves answered yes. There was a brief review and discussion on Council#014. *Motion by McCullough/Erdei to forward Council#014 to Council for three readings with the emergency clause. Yeas All.

Industrial District – None.

Subdivision regulations – None.

Tap-in incentives – Law Director Graves advised these 2 ordinances are virtually identical, the way I read through the code and the way it is structured I just couldn't figure out a good place to stick something that would cover both. So the way I did it was to create 2 new sections – 931.20 which would allow the Mayor to wave up to 100% of the sanitary sewer connection fees and 935.23 which would

allow the Mayor to wave up to 100% of the commercial water connection tap-in fees as an economic development incentive to encourage new business construction. *Motion by McCullough/Second by Erdei to refer Council#015 and Council#016 to Council for three readings. Yeas All. Councilman McCullough stated this gives the Mayor another tool in his tool box in case he needs to use it. Chairman Kovach stated we may add an emergency clause for after the third reading. Law Director Graves advised I will add it to the legislation before I email it to Kay.

Water deposits – Law Director Graves advised this is taken from notes as Wendy actually gave a call down there and these are notes from her conversation of how they implement it. So the first document behind this cover page would be Orville’s legislation and process. I have also included – this is the company that they use to run the credit of a new applicant. Basically they get the very informal, very general response. They don’t give a credit score, they basically just rate them good, average or bad and then based on that is how they determine the amount of the deposit. Then behind that you will find a legislation from Lodi so we have included Lodi as well. They were the other community that we were made aware of that does this. Mayor Bring advised if you read Lodi’s I think we were a little bit misinformed there by the amount. The facts that he gave were not true so basically it is \$50.00 for water and \$50.00 for sewer – not \$250.00. It was \$250.00 for all 3 utilities. Councilman McCullough stated it says commercial which includes rentals for \$500.00. Chairman Kovach stated actually that was the number he was using because in his discussion he was going over rentals and maybe that is where he went. Mayor Bring stated no he said residential is \$250.00. Law Director Graves stated it says residential is \$275.00. Mayor Bring advised that is for all 3 utilities. Law Director Graves stated oh but if you want water only it is \$50.00. Chairman Kovach advised basically it gives us a tool to work with here for the way we want to design ours. Mayor Bring stated the way that gentleman described it it was \$250.00 and it was not \$250.00. Councilman McCullough stated I kind of like how Orville’s is wrote with a couple of exceptions. Law Director Graves stated no risk is \$75.00, minimal credit risk is \$150.00 and substantial is \$225.00. Councilman McCullough stated that is for renters, but for the home owners it is no credit risk/no deposit/pose a risk would be \$150.00 and substantial is \$225.00. If an applicant who is not required to pay the deposit is disconnected for non-payment of a bill 2 times within a 3 year period – I would drop that to 1 time at all then they got to come with the deposit. Mayor Bring stated Orville did a nice job on theirs. Chairman Kovach continued existing customer who has no deposit and has been disconnected for non-payment twice in the past 2 years will be charged the maximum deposit. Councilman McCullough stated that is for renters, for home owners which is above it it is 2 times in a 3 year period. I do like the way the one from Orville is wrote, very clean very concise. It

gives you a chance that they can have a cosigner if they don't want up with their deposit. Law Director Graves stated the one thing is that they do not use this deposit for delinquent water bills. Only the end for the final billing. They handle non-payment very similar to the way we do, they give notice and then they will shut the water off and then they will put the lien on the property. Councilman McCullough informed he would be out for some meetings so he would email members his feelings on legislation. He advised there is no sense in slowing this down for an extra month even because if we push this off and we don't do anything in April on it and we wait until May and then before you know it is June and then July rolls around and then on break in August. Councilman McCullough upon further review advised upon termination that deposit remains forever. Chairman Kovach advised I thought I read in one of them that the money is returned after 3 years. Councilman Erdei stated yes that was Orville. Councilman McCullough stated here is something else too, the commercial applicants – are we still having a problem out of Erie Shore Landings? Mayor Bring answered no. Councilman McCullough stated the new owners pretty much took care of that water bill. But in the future if we have that wrote for apartment houses because that would fall under commercial correct? Mayor Bring answered we have been keeping an eye on that, it has been okay so far. We did challenge them that we were going to shut the water off if they didn't pay the bill. It just says upon termination of service a deposit will be applied to the unpaid balance. Councilman McCullough stated the only thing I don't like about theirs under residential service for rentals – number 7; I think if someone is fraudulent they should be prosecuted. Chairman Kovach stated yes if you read #8 it says you cannot demand that an applicant provide their social security number as a requirement for service. Councilman McCullough stated then they can pay the whole amount as a deposit, that is fine. I like the way they have done theirs but did you read at the very end of it Dennis? Mayor Bring answered yes. Councilman McCullough stated Orville wrote theirs in 2008 and Lodi wrote theirs in 2009. When did we have the crunch of the housing market - in 2008? Mayor Bring answered yes. Councilman Erdei asked what city did you talk to that said was kind of a deterrent for people to move in there? Mayor Bring answered Lodi, they have fees on everything. Councilman McCullough stated I like the way that Orville is written. But what do we with residential since we require the home owner or the actual landlord. Mayor Bring answered when they sign a lease that they have to have a deposit from their renter. It will still be up to the landlord to collect it, they are still going to be responsible. I would imagine the landlord is going to put it in their contract. Chairman Kovach stated if they don't they would be the one that is responsible for it. That could be a marketing tool for them whether they want choose to waive that to rent their property. Councilman McCullough asked how do we write it to protect the renter David? In other words your water is included in your rent and they don't pay the

water bill. Mayor Bring stated that has got to be between the contractor when they do their contract. Law Director Graves stated here is the thing, you are telling me that. Chairman Kovach interjected I don't think we should be policing that. Law Director Graves stated you are saying that there is a lease in place where the tenant pays rent and that is supposed to include the water bill, the landlord is supposed to be paying the water bill but then does not. So then the water gets shut off on the tenant or something? Councilman McCullough answered yes. Law Director Graves answered well then I think the tenant would have a cause of action against the landlord. Councilman McCullough what are you supposed to do when you are trying to get kids ready for school? Law Director Graves answered this may sound callous but that is not the city's responsibility, that is a private cause of action between the landlord and tenant. If they are being constructively evicted? Councilman McCullough stated the answer is no. I mean I can live with the answer. Mayor Bring stated right now the landlord can't shut the water off if the renter is in that house without some kind of legal action, even though they are in arrears. It has happened to me, somebody else just came down the other day and said they want the water shut off and we had to tell them we can't do that. Councilman McCullough stated I am saying what if the renter is on time and the landlord shuts it off or doesn't pay it. Mayor Bring stated they would have a difficult time getting that water shut off. If the renter is still in there they really can't do anything. Law Director Graves stated we shut it off on people. Councilman McCullough stated he says it is not our problem it would be the Police and I understand that. Chairman Kovach stated I didn't say it isn't our problem. Law Director Graves stated I turn the water on people all the time, now what the agreement is between parties of who is supposed to be paying what isn't really the city's responsibility. When they start pointing fingers at who was supposed to pay the water bill then they need to sort that out. Chairman Kovach stated to your knowledge, I mean you have spent a lot of time in the Water Department there Dennis do you have a lot of situations where the landlord hasn't paid and they ended up turning it off on the tenant? Mayor Bring answered it has happened occasionally. Chairman Kovach stated if they are isolated situations, you just cannot police everything. That is all I am trying to say. Mayor Bring stated we have actually had the renters come in and say I paid for this – my landlord is not paying for it. Again just like David said too if it is showing paid we can't shut it off. They have to go after the landlord for that. Law Director Graves stated the responsibility to pay the water bill is always with the key holder but many times there is agreements where the tenant pays the water bill and then the tenant will get a duplicate bill. Then I think a more common situation would the tenant is not paying the water bill and the landlord is assuming that it is getting paid or maybe they are checking that bill. Councilman McCullough stated then that is where this deposit comes in. Law Director Graves stated then all of a sudden the water might

get shut off to the house on the tenants and the landlord has got to say do I go pay this water bill and go after the tenants or this is all. This is all private landlord/tenant situation. Councilman McCullough stated I am thinking of one instance, it is fine. Mayor Bring stated but when you rent the house out and your tenant comes down and signs the paper and then you go down as a landlord and say I want a duplicate bill. So they get a bill and you get a bill so every month you see what is going on so you can kind of keep track of it real easy and that is the landlord's job to say hey you didn't pay the bill last month – are you going to pay the bill. If they don't and then they leave unfortunately they get stuck with the bill. Councilman McCullough stated one more question and this really doesn't have anything to do with this but I just want to clarify it in my mind, you have a renter and the agreement is the landlord pays the water can the renter request a bill? Mayor Bring answered if it is not in their name – no and I don't see why because we would never send a bill to them. They could come down here and ask for a reading and ask how much do we owe, I don't even know if they would that for them. Law Director Graves stated there has to be a bill that goes to the owner, that is who is on the hook for the water. Now if the owner has a lease with someone that says that they are going to pay the water then the owner can authorize a duplicate bill be sent to that tenant. The owner is the one that has primary responsibility for that water bill. Now if the owner says the tenant is paying this and I am signing authorization to send a duplicate bill to the house so the tenant gets the bill. The owner has to do that. Councilman Erdei stated did we do anything on the amount that we are going to do? Councilman McCullough stated no that is what we were talking about reading more into it and discuss it more. Well we may choose to do nothing with it, it is just good food for thought. I like the way Orville is wrote and I am getting tired of authorizing tax duplicates to go to the county that we know that we are not going to see that money for who knows when. All this stuff we have done to be better stewards for the city is going nowhere because the extra money that we put into the water hoping to start working on some infrastructure is “pardon the pun” keeping us afloat. Law Director Graves asked so do you want to continue to review and discuss that? Councilman McCullough stated yes I like this piece though David. Chairman Kovach stated I think we probably – even though you may or may not be at this month's meeting, I think it is going to require a little tweaking to serve the community's particular needs.

NEW BUSINESS:

Housing Study – Law Director Graves stated I have a draft of this I just need to clean it up so we can start the process to get the city designated CRA zone – tax abatements for new commercial construction and expansion.

Proposed increase of rental rates – Council#017 – Councilman McCullough stated these were done back when I was representative of the Community Center. I suggested that we look at these. The only problem that I have is this refundable \$100.00 booking/security deposit. I really think that that security deposit needs to be the lessor of 50% of the renter - \$200.00 whichever is more - minimum. Chairman Kovach stated we could go \$175.00. Councilman McCullough stated no and let me tell you why, like I said and the case in point was somebody put a hole in the wall. You do drywall/wall repair. Chairman Kovach stated if that is the case then you should just create a flat fee, the largest rental is \$450.00 – do you want to go with \$200.00 or \$225.00. The \$225.00 would be the maximum 50% on this chart here. Law Director Graves corrected \$475.00 as amended. Councilman McCullough stated it should be a straight \$200.00 even if it is residents. Chairman Kovach asked who does the clean up after all that – the people are supposed to. Mayor Bring answered if they don't then Pat cleans it up and then they don't get the deposit back. Law Director Graves stated just for the committee's information, the proposal that I received only was for the increases on the rental charges. It didn't have any increase on the additional hourly rate or the deposit. I did call Pat Hastings and asked him about that and he said quite frankly he didn't think of that but the current additional hourly rate – I apologize but 969.06 the current language doesn't have that extra paragraph and that needs to be on there – the additional time. That should be on the current version as well. The way it currently reads is the \$50.00 an hour is \$30.00 an hour. So Pat said he would like to see that increased to \$50.00. Councilman McCullough stated that is fine. Law Director Graves stated he also stated that he personally didn't have a problem with \$100.00 deposit. Councilman McCullough stated I do because like I said it seems what he told me, it seems when somebody does something it is not \$100.00 and it variably to be honest with you. Dennis even your party that you had up there, for \$100.00 you would pay somebody to clean that place. It is not like we made a mess or anything but I am having a wedding there for \$100.00 I am going to let somebody take down the tables and put them up and sweep the floor and mop it and clean the bathrooms. Chairman Kovach stated there is one to look at that though David, it is unlikely that Pat is going to do this forever so even though he doesn't have a problem with it what about the next party that takes on the service of taking care of that because I did use to hear a lot of times over the years prior to this and I don't know what the fees were at the time and I am sure they were very minimal but there was always complaints about how it was left and the additional work that it took to clean up. Realizing that if they do take care of it they are getting their money back anyways. Councilman Erdei stated it could be 4 or 5 hours easy if somebody really messes it up and you got to pull the mop out and everything. Now who is responsible during their hours of rental that if a toilet backs up or something, you got to call a plumber in to fix that or shut the water off and then

you got to go and service it after they are gone. Law Director Graves stated Pat holds dual positions of Community Center Manager and Community Center Custodian. So he would be the one to call. Councilman McCullough stated you bring up a very good point because with this new responsibilities that he has taken on I think he might find that this might be more of a – if he was going to get rid of something this would be the first thing he would get rid of. Chairman Kovach stated I was just thinking of it at 3 years or 5 years he just may not want to. Councilman McCullough stated I just think the \$100.00 – I don't know what he gets paid for the custodial part of that. Law Director Graves answered I don't know what he gets paid. Chairman Kovach asked are you happy with everything else I want to see that retainer go up. Mayor Bring stated I have a question – if you look at the non-resident on the increase on the last item on the right - \$145.00 and then you look at the non-resident – that has to be a typo. After a brief discussion on costs change on draft legislation, Councilman McCullough stated the only thing that I see that I would want changed is the security deposit. I don't think it is going to cost us any bookings and if it does we probably don't want that booking anyways. I want to see the \$200.00 but also I want you to look at Sunday til 6 and Sunday til 10 – we are charging them more of a deposit then we are rent. Can we write that for Sunday deposits for \$100.00 and Friday and Saturday for \$200.00. After a brief discussion on charges, *Motion by McCullough/Second by Erdei to forward Council#017 onto Council with Law Director Graves adding the current language or the as written part and then under the deposit language change “may” to “shall” and the refundable deposit from \$100.00 to \$200.00. Yeas All.

CITIZEN'S COMMENTARY: None.

All ordinances before Council at this time:

Council#012 – SECOND READING – an ordinance authorizing the Mayor to enter into an agreement with Local 277 of the American Federation of State, County, and Municipal Employees, AFL-CIO, and the declaring of an emergency.

Council#013 – SECOND READING – an ordinance authorizing the Mayor to enter into an agreement with the City of Lorain for the provision of sanitary sewer services, and the declaring of an emergency.

Council#014 – FIRST READING – an ordinance amending section 167.05 of the codified ordinances of Sheffield Lake regarding site plan review and the declaring of an emergency.

Council#015 – FIRST READING – an ordinance establishing section 931.20 of the codified ordinances of Sheffield Lake regarding waiver of commercial sanitary sewer connection and tap-in fees and the declaring of an emergency.

Council#016 – FIRST READING – an ordinance establishing section 935.23 of the codified ordinances of Sheffield Lake regarding waiver of commercial water connection and tap-in fees and the declaring of an emergency.

Council#017 – FIRST READING – an ordinance of the Council of the City of Sheffield Lake amending section 969.06 of the codified ordinances regarding rental rates, and the declaring of an emergency.

MEETING ADJOURNED: With no further business before this committee,
*Motion by Erdei/Second by McCullough to adjourn at 8:16 PM. Yeas All.

CLERK OF COMMITTEE AFFIRMATION:

This Meeting of the City Committee of the City of Sheffield Lake, Ohio, was held and conducted under all Rules and Regulations Governing the Sunshine Laws of the State of Ohio as they may apply. All meetings are recorded and available in Council's Office.

CLERK OF COUNCIL/COMMITTEES

Kay Fantauzzi

I, Kay Fantauzzi, duly appointed Clerk of Committee Of Sheffield Lake DO HEREBY CERTIFY that this Is a true and exact copy of the Minutes of the Ordinance Committee of March 6, 2014.

CHAIRMAN

Chairman Steve Kovach

COUNCIL PRESIDENT

Rick Rosso

and/or

COUNCIL PRO TEM

Alan Smith