AGENDA

Agenda, Bay Village City Council                                      Date: October 28, 2019
Committee Meeting                                                    Time: 7:30 p.m.
Conference Room, Bay Village City Hall                               Dwight A. Clark, President of Council, Presiding

ANNOUNCEMENTS

COMMITTEE OF THE WHOLE

Healthcare/Jefferson Health Plan Update.

ENVIRONMENT, SAFETY AND COMMUNITY SERVICES COMMITTEE-Mace

Cooperative Service Agreement with United States Department of Agriculture, Animal and Plant Health Inspection Service (APHIS), Wildlife Services for 2019-2020 Deer Culling Program. (Third Reading and Consideration for Adoption of Ordinance No. 19-88 at Regular Meeting of Council this evening).

FINANCE & CLAIMS COMMITTEE-Tadych

PLANNING, ZONING & PUBLIC GROUNDS & BUILDINGS COMMITTEE-Maier

Amendment to Chapter 1365 of the Codified Ordinances – Rental Dwelling House License Code.

PUBLIC IMPROVEMENTS, STREETS/SEWERS/DRAINAGE COMMITTEE-Stainbrook

RECREATION & PARKS IMPROVEMENT COMMITTEE-Winzig

SERVICES, UTILITIES & EQUIPMENT COMMITTEE-DeGeorge

MISCELLANEOUS

AUDIENCE

ADJOURNMENT

CAHOON MEMORIAL PARK TRUSTEES

Motion to approve the Transportation for Livable Communities Initiative (TLCI) Implementation Grant Application for the Interurban Pedestrian Trail.

Motion to approve the United States Department of Agriculture (USDA) Deer Management Program.
COOPERATIVE SERVICE AGREEMENT

between

THE CITY OF BAY VILLAGE

and

UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
WILDLIFE SERVICES (WS)

ARTICLE 1

The purpose of this Cooperative Service Agreement is to allow for reimbursement of funds expended by the APHIS WS program while assisting the CITY OF BAY VILLAGE with their White-tailed Deer Management Plan as detailed in the attached work plan and financial plan.

ARTICLE 2

APHIS WS has statutory authority under the Act of March 2, 1931 (46 Stat. 1468; 7 USCA 8351-7 USCA 8352) as amended, and the Act of December 22, 1987 (101Stat. 1329-331, 7 USCA 8353), to cooperate with States, local jurisdictions, individuals, public and private agencies, organizations, and institutions while conducting a program of wildlife services involving mammal and bird species that are reservoirs for zoonotic diseases, or animal species that are injurious and/or a nuisance to, among other things, agriculture, horticulture, forestry, animal husbandry, wildlife, and human health and safety.

ARTICLE 3

APHIS WS and the CITY OF BAY VILLAGE mutually agree:

1. The parties’ authorized representatives who shall be responsible for carrying out the provisions of this Agreement shall be:

   CITY OF BAY VILLAGE:
   Mark. A. Spaetzel
   Chief of Police
   28000 Wolf Road
   Bay Village, Ohio 44140
   Phone: (440) 871-1234
   Fax: (440) 899-3478

   APHIS WS:
   Andrew J. Montoney
   State Director
   USDA, APHIS, Wildlife Services
   4469 Professional Parkway
   Groveport, OH 43125-9229
   Office: (614) 993-3444
   Fax: (614) 836-5597

August 15, 2019
2. To meet as determined necessary by either party to discuss mutual program interests, accomplishments, needs, technology, and procedures to maintain or amend the Work Plan (Attachment A). Personnel authorized to attend meetings under this Agreement shall be the CITY OF BAY VILLAGE or his/her designee, the State Director or his/her designee, and/or those additional persons authorized and approved by the CITY OF BAY VILLAGE, and the State Director.

3. APHIS WS shall perform services more fully set forth in the Work Plan, which is attached hereto and made a part hereof. The parties may mutually agree in writing, at any time during the term of this Agreement, to amend, modify, add or delete services from the Work Plan.

**ARTICLE 4**

The CITY OF BAY VILLAGE agrees:

1. To authorize APHIS WS to conduct direct control activities to reduce human health and safety risks and property damage associated with white-tailed deer populations on CITY OF BAY VILLAGE property. These activities are defined in the Work Plan (Attachment A). APHIS WS will be considered an invitee on the lands controlled by the CITY OF BAY VILLAGE. The CITY OF BAY VILLAGE will be required to exercise reasonable care to warn APHIS WS as to dangerous conditions or activities in the project areas.

2. To reimburse APHIS WS for costs of services provided under this Agreement up to but not exceeding the amount specified in the Financial Plan (Attachment B) on a quarterly basis. The final quarterly invoice will arrive approximately by the end of November 2020. The CITY OF BAY VILLAGE will begin processing for payment invoices submitted by APHIS WS within 30 days of receipt. The CITY OF BAY VILLAGE ensures and certifies that it is not currently debarred or suspended and is free of delinquent Federal debt.

3. To designate to APHIS WS the CITY OF BAY VILLAGE authorized individual whose responsibility shall be the coordination and administration of activities conducted pursuant to this Agreement.

4. To notify APHIS WS verbally or in writing as far in advance as practical of the date and time of any proposed meeting related to the program.

5. APHIS WS shall be responsible for administration and supervision of APHIS WS personnel and APHIS WS activities.

6. There will be no equipment with a procurement price of $5,000 or more per unit purchased directly with funds from the cooperator for use solely on this project. All
other equipment purchased for the program is and will remain the property of
APHIS WS.

7. To coordinate with APHIS WS before responding to all media requests.

ARTICLE 5

APHIS WS Agrees:

1. To conduct activities within the CITY OF BAY VILLAGE as described in the
attached Work Plan.

2. Designate to the CITY OF BAY VILLAGE the authorized APHIS WS individual
who shall be responsible for the joint administration of the activities conducted
pursuant to this Agreement.

3. To invoice the CITY OF BAY VILLAGE for actual costs incurred by APHIS WS
on a Quarterly basis, during the performance of services agreed upon and specified
in the attached Work and Financial Plans. The final quarterly invoice will arrive
approximately by the end of November 2020. APHIS WS shall keep records and
receipts of all reimbursable expenditures hereunder for a period of not less than one
year from the date of completion of the services provided under this Agreement and
the CITY OF BAY VILLAGE shall have the right to inspect and audit such records.

4. To provide the CITY OF BAY VILLAGE an estimate of APHIS WS deer damage
management expenditures prior to May 1, 2020.

5. To coordinate with the CITY OF BAY VILLAGE before responding to all media
requests.

ARTICLE 6

This Agreement is contingent upon the passage by Congress of an appropriation from
which expenditures may be legally met and shall not obligate APHIS WS upon failure of
Congress to so appropriate. This Agreement may also be reduced or terminated if
Congress only provides APHIS WS funds for a finite period under a Continuing
Resolution.
ARTICLE 7

APHIS WS assumes no liability for any actions or activities conducted under this Cooperative Service Agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act (28 U.S.C. 1346(b), 2401(b), and 2671-2680).

ARTICLE 8

Pursuant to Section 22, Title 41, United States Code, no member of or delegate to Congress shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom.

ARTICLE 9

Nothing in this Agreement shall prevent APHIS WS from entering into separate agreements with any other organization or individual for the purpose of providing wildlife damage management services exclusive of those provided for under this agreement.

ARTICLE 10

The CITY OF BAY VILLAGE certifies that APHIS WS has advised the CITY OF BAY VILLAGE that there may be private sector service providers available to provide wildlife management services that the CITY OF BAY VILLAGE is seeking from APHIS WS.

ARTICLE 11

The performance of wildlife damage management actions by APHIS WS under this agreement is contingent upon a determination by APHIS WS that such actions are in compliance with the National Environmental Policy Act, Endangered Species Act, and any other applicable federal statutes. APHIS WS will not make a final decision to conduct requested wildlife damage management actions until it has made the determination of such compliance.

ARTICLE 12

This Cooperative Service Agreement may be amended at any time by mutual agreement of the parties in writing. Also, this Agreement may be terminated at any time by mutual agreement of the parties in writing, or by one party provided that party notifies the other in writing at least 120 days prior to effecting such action. Further, in the event the CITY OF BAY VILLAGE does not provide necessary funds, APHIS WS is relieved of the obligation to provide services under this agreement.
In accordance with the Debt Collection Improvement Act of 1996, the Department of Treasury requires a Taxpayer Identification Number for individuals or businesses conducting business with the agency.

CITY OF BAY VILLAGE’s Taxpayer Identification Number (TIN): 34-6000207

BY: Paul Koomar  
Mayor of the City of Bay Village  
350 Dover Center Road  
Bay Village, Ohio 44140  
Phone: (440) 899-3415  
Fax: (440) 871-5751

Date

UNITED STATES DEPARTMENT OF AGRICULTURE  
ANIMAL AND PLANT HEALTH INSPECTION SERVICE  
WILDLIFE SERVICES

Tax Identification Number (TIN): 41-0696271

BY: Andrew J. Montoney, State Director  
USDA, APHIS, WS  
4469 Professional Parkway  
Groveport, OH 43125-9229  
Office: (614) 993-3444  
Fax: (614) 836-5597

Date

BY: Willie D. Harris  
Director, Eastern Region  
USDA, APHIS, WS  
920 Main Campus Drive; Suite 200  
Raleigh, NC 27606

Date
ATTACHMENT A
WORK PLAN

Introduction

The U.S. Department of Agriculture (USDA) is authorized to protect American agriculture and other resources from damage associated with wildlife. The primary authority for Wildlife Services (WS) is the Act of March 2, 1931 (46 Stat. 1468; 7 USCA 8351-7 USCA 8352) as amended, and the Act of December 22, 1987 (101 Stat. 1329-331, 7 USCA 8353). Wildlife Services activities are conducted in cooperation with other Federal, State and local agencies; private organizations and individuals.

Purpose

To assist the CITY OF BAY VILLAGE with meeting the objectives of their White-tailed Deer Management Plan.

Planned APHIS WS Activities

This work plan is contingent upon an approved deer management plan between the CITY OF BAY VILLAGE and the Ohio Division of Wildlife, and the resulting permit issued by the Ohio Division of Wildlife and the issuance of any Bay Village Deer Control Permit (if applicable).

Through the implementation of management measures described below, APHIS WS will assist the CITY OF BAY VILLAGE with the sharpshooting and baiting portion of their White-tailed Deer Management Plan. These objectives are to help reduce damage and public safety threats caused by white-tailed deer in the CITY OF BAY VILLAGE.

APHIS WS employees will be used to assist with the baiting and sharpshooting portion of the White-tailed Deer Management Plan of the CITY OF BAY VILLAGE. WS will coordinate with the CITY OF BAY VILLAGE project coordinator to inspect, propose and certify baiting and shooting zones to be used. APHIS WS personnel will prepare and arrange any necessary deer damage management equipment. WS will conduct removal of white-tailed deer from the CITY OF BAY VILLAGE using rifles equipped with noise-suppression devices. WS will collect and transport whole carcasses to a predetermined CITY OF BAY VILLAGE facility and process deer (eviscerate/gut). WS will collect all data; live weight, sex, age, fetus counts. WS will obtain a processor/butcher to prepare and package the meat for donation to a charity of the CITY OF BAY VILLAGE’S choice. WS will invoice the CITY OF BAY VILLAGE as part of this agreement for a predetermined rate negotiated by WS with the processor/butcher for up to 40 deer. If more than 40 deer are requested for processing and available funds can not cover the cost, a written/signed revision to this agreement would be needed to cover those additional processor/butcher costs. WS will deliver deer to the processor/butcher the following morning after removal efforts. WS will conduct removal activities between November 1, 2019 and March 31st.
2020. Every effort will be made to conduct removal activities during this time period but activities are contingent upon weather conditions and site availability.

At the request of the CITY OF BAY VILLAGE, APHIS WS will also conduct an aerial deer count (visual, non-FLIR) in January 2020 between the dates of January 6-24th on a first come first serve basis to determine a deer estimate for the city. This deer count will utilize an APHIS WS helicopter and pilot. Deer counts shall be conducted only when a WS helicopter is available for use and when APHIS WS deems enough snow cover is present for optimum results.

It shall be understood that if the APHIS WS helicopter and/or pilot becomes unavailable for any reason and/or weather conditions are not optimal for the survey during the designated survey period that the aerial deer surveys referenced in this agreement will not be conducted and would have to be rescheduled. This agreement does not guarantee an aerial deer survey will be conducted within the timeframe of this agreement, but all attempts will be made to conduct the aerial deer survey/s as long as the APHIS WS helicopter and pilot are available, weather conditions are optimal and adequate time is left within the deer survey period. In the event an aerial survey does not occur in the above mentioned timeframe a ground survey could be substituted and is subject approval by the cities authorized representative.

CITY OF BAY VILLAGE will be responsible for the following:

- Obtain Deer Permits from ODW and any other necessary authorizations naming APHIS WS as subpermittee.

- Provide a Project Coordinator during all phases of the project. The Project Coordinator shall be reachable via cellular phone during removal activities.

- Provide a centralized site for the storage of carcasses during nightly operations with the following minimum specifications: Enclosed garage or outbuilding with cement floor, drain, running water with standard hose connection, electricity and table or writing surface.

- Provide yearly white-tailed deer population estimates and/or other data measures i.e. DVA’s, Service Department pickup, etc.

- CITY OF BAY VILLAGE law enforcement shall verify that shooting areas are closed and empty of visitors ½ hour prior to removal operations (if applicable).

- CITY OF BAY VILLAGE law enforcement shall be available during removal operations and in direct communications with APHIS WS.
• If permits or permission are needed the CITY OF BAY VILLAGE will obtain the permits or permission (WS WID forms and/or other) and provide a copy to APHIS WS prior to any sharpshooting activities.

• CITY OF BAY VILLAGE shall arrange for donation of the meat and provide WS with that information to provide to the processor/butcher.

• CITY OF BAY VILLAGE shall maintain records as required by ODW and report results to ODW and APHIS WS upon completion of the program.

Monitoring of Accomplishments
APHIS WS will provide a final annual report to the CITY OF BAY VILLAGE no later than April 30 of the removal year.

Effective Dates
The cooperative agreement shall become effective on October 1, 2019 and shall expire on July 31, 2020.
ATTACHMENT B
FINANCIAL PLAN

Personnel Costs ............................................................ $ 13,216
Travel ................................................................. $  0
Vehicle ................................................................. $  821
Other Service ............................................................ $  4,500
Supplies ................................................................. $  500
Equipment ............................................................... $  500
Subtotal (Direct Costs) .................................................. $ 19,537

Pooled Job Costs .......................................................... $  2,149

Indirect Costs ............................................................. $  3,156

TOTAL ............................................................... $24,842

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed $24,841. APHIS WS staff may be compensated at regular time, night-time-differential, and/or overtime pay rates in accordance with programmatic Directives to accomplish the purpose of this agreement.

Financial Point of Contact

CITY OF BAY VILLAGE: Renee Mahoney – Finance Director
350 Dover Center Road
Bay Village, Ohio 44140
Office: (440) 899-3432
rmahoney@cityofbayvillage.com

APHIS, WS: Virginia Green
4469 Professional Parkway
Groveport, OH 43125-9229
Office: (614) 993-3444
Fax: (614) 836-5597
Virginia.K.Green@aphis.usda.gov
ORDINANCE NO.
INTRODUCED BY:

ORDINANCE
AMENDING A PORTION OF CHAPTER 1365 OF THE CODIFIED ORDINANCES OF THE CITY OF BAY VILLAGE RELATING TO SHORT-TERM RENTALS, AND DECLARING AN EMERGENCY

WHEREAS, The City has a legitimate interest in preserving its residential neighborhoods, and the proliferation of short-term rentals of residential properties threatens the health, safety, peace and tranquility of those neighborhoods by introducing transient guests into residential areas, leading to increased noise, traffic, and occupancy of residences without sufficient owner supervision and City oversight; and

WHEREAS, in order to protect and preserve the character and tranquility of the City’s residential neighborhoods and to protect the health, safety, and welfare of the City and its residents, the City wishes to prohibit short-term rentals;

NOW THEREFORE, be it ordained by the Council of the City of Bay Village, Ohio:

SECTION 1. That Codified Ordinance Chapter 1365 which presently reads as follows:

Chapter 1365 - RENTAL DWELLING HOUSING LICENSE CODE[23]

Footnotes:
--- (23) ---

Cross reference— Discrimination in housing rental—see GEN.OFF. 515.03. Basic standards for residential occupancy—see BLDG. 1344.04.

1365.01 - Title.
The provisions of this chapter, hereinafter referred to as "this Code" shall be known as "The Bay Village Rental Dwelling Housing License Code." The word "City" in this chapter shall mean the City of Bay Village.

(Ord. 06-98. Passed 10-2-06.)

1365.02 - Purpose.
Within the scope of this Code, as hereinafter defined, the purpose of this Code is to establish minimum standards necessary to make all rental dwellings safe, sanitary, free from fire and health hazards and fit for human habitation and beneficial to the public welfare; to establish minimum standards governing the maintenance and repair of rental dwellings and their exterior property areas in such condition so as not to constitute a blighting or deteriorating influence on the neighborhood and the community; to protect property values and maintain the character and appearance of neighborhoods and the community; to attach responsibilities for owners and occupants with respect to sanitation, repair and maintenance; to establish the inspection of rental dwellings; to establish the fee for housing license; to establish enforcement procedures; to authorize the vacation or condemnation of structures unsafe or unfit for
human habitation; to fix penalties for failure and/or refusal to abate violations of the Codified Ordinances of the City.

(Ord. 06-98. Passed 10-2-06.)

1365.03 - General scope.

The provisions of this Code shall supplement any and all laws of the State of Ohio and City Ordinances and specifically shall include all rules and regulations promulgated by authority of such laws or ordinances applicable to rental dwellings, their exterior property areas and accessory structures.

(Ord. 06-98. Passed 10-2-06.)

1365.04 - Application.

(a) This Code shall apply to all rental dwellings, their exterior property area and accessory structures.

(b) Existing buildings may continue to be occupied as rental dwellings if:

(1) The rental dwelling complies with the provisions of the Codified Ordinances of the City except as to any variance heretofore granted by the Board of Zoning Appeals.

(2) The use and occupancy of the rental dwelling is not in violation of any provision of City ordinances and/or applicable statutes of the State of Ohio, including any rules or regulations adopted pursuant to such ordinance or statutes.

(3) A housing license as required by this Code has been applied for, issued is current and in effect.

(c) The provisions of this code shall apply to all such rental dwellings, their exterior property areas and accessory structures or portions thereof which are in existence or which may come into existence after the effective date of this Code.

(d) The Director of the Division of Building, Engineering and Inspections and his authorized agents or representatives are designated to enforce this Code.

(Ord. 06-98. Passed 10-2-06.)

1365.05 - Conflict with other ordinances.

In the event of conflict between any provision of this Code, including any rules and regulations adopted pursuant to this Code and any provisions of the Codified Ordinances of the City; that provision or ordinance which establishes the higher standard for the promotion or protection of the health or safety of the occupants shall govern.

(Ord. 06-98. Passed 10-2-06.)

1365.06 - Severability.

Sections and subsections of this Code and provisions thereof are hereby declared to be independent sections, subsections and provisions and the holding of any such section, subsection and provision thereof to be unconstitutional, void or ineffective for any cause shall not affect nor render invalid any other section, subsection and provision thereof.
1365.07 - Definitions.

For the purposes of this Code, the following words and phrases shall have the meaning set forth as follows:

(a) **Dwelling** means a building providing complete, independent living facilities for one or more persons, including permanent provisions for living, sleeping, cooking, eating and sanitation.

(b) **Family** means an individual or two or more persons living together as a single housekeeping group in a dwelling.

(c) **Housing license** means an application form provided by the Building Department which authorizes the operation of a rental dwelling.

(d) **Non-resident** means the owner of a rental dwelling, who at the time of application for a housing license, does not reside within Cuyahoga County and/or adjoining counties, i.e.: Lake, Geauga, Portage, Summit, Medina, Lorain or relocates outside these counties after he has been issued a housing license for a rental dwelling, or who for 30 consecutive days or more is located outside the above designated area.

(e) **Occupant** means a family or family member living in a rental dwelling.

(f) **Owner** means a person, corporation and/or company whether incorporated or not, who has legal right of possession, lawful title and/or the deed holder. For purposes of this ordinance an officer of a corporation and/or company can and shall be the owner of record.

(g) **Rental dwelling** means a dwelling occupied by a family where consideration in the form of money or other valuable consideration is paid or exchanged with the legal owner; or occupancy is by a family who is not the legal owner and no money or consideration is paid to the owner.

(h) **Single housekeeping group** means a group of individuals who share expenses and/or labor related to the maintenance of a dwelling and who are living and eating together in a dwelling.

1365.08 - Housing license.

No owner shall let, rent, lease, operate, maintain or occupy any building or portion of any building in which there is one or more rental dwellings unless a housing license as required by this chapter is in force. The housing license shall be signed by the owner as defined in this chapter.

1365.09 - Housing license fee.

(a) A nonrefundable non-prorated housing license fee shall be paid to the City in the amount required by Section 1305.02(k).

(b) All housing licenses required by this Code and not secured by the applicable dates as stated in Section 1365.12 shall incur a late fee of $75.00 per rental dwelling for which the housing license is required.
1365.10 - Housing license issuance.

The Building Director shall issue the license applied for if the building and its uses are found to comply in all respects with this Standard and all other laws and ordinances of the City. The housing license shall be posted on the interior at the main entrance of the building for which it is issued. The Building Director may inspect and/or cause to be inspected the building and require compliance in all respects with this Standard and all other laws and ordinances prior to the issuance of the housing license.

(Ord. 13-117. Passed 2-24-14.)

1365.11 - Housing license nonresident applicant.

(a) A nonresident owner of a rental dwelling shall designate either a janitor, custodian, agent or other responsible person in control for each rental dwelling building and such person shall be a resident of a county as listed in Section 1365.07(d).

(b) Such janitor, custodian, agent or other responsible person shall be available during normal business hours to the Building Department and to the occupants of the rental dwelling. A schedule listing the name, address, phone number and available hours of the janitor, custodian, agent or other responsible person shall be posted on the housing license.

(Ord. 06-98. Passed 10-2-06.)

1365.12 - License expiration.

Every housing license shall be secured by and expire no later than:

(a) All rental dwelling owners shall have secured from the City by April 1 the required housing license.

(b) All rental dwelling housing licenses shall expire on March 31 of each year irrespective of the date of issuance.

(c) Whenever the ownership of a rental dwelling changes, the current housing license shall become null and void. Housing licenses are not transferable. The new owner shall, within 15 days of title transfer, secure a housing license as required by this Code.

For the purpose of this Code, execution of a "land contract agreement" shall not be considered as change of ownership.

(Ord. 06-98. Passed 10-2-06.)

1365.13 - Inspections.

(a) The Building Director is hereby authorized to make or cause to be made inspections to determine the condition of rental dwellings in order that he may perform his duty of safeguarding the health and safety of the occupants and of the general public.

(b) Inspections may also be made whenever the Building Director has reasonable cause to believe a violation of the Laws and/or Ordinances of the City exist.

(c) The Building Director is authorized to revoke a housing license when access is denied to make an inspection.
1365.14 - Right of entry.

(a) For the purpose of making inspections, the Building Director and/or his authorized agent, upon presentation of proper identification, may enter and inspect at all reasonable times the rental dwelling. The owner, responsible person and/or the occupant shall give free access to the rental dwelling for the purpose of inspection.

(b) Every occupant of a rental dwelling shall give the owner or his agent free access to the rental dwelling at all reasonable times for the purpose of making repairs and/or improvements that are necessary to comply with the laws and ordinances of the City.

1365.15 - Pest extermination.

(a) Every occupant of a building containing a single rental dwelling shall be responsible for the extermination of any insects, vermin, rodents or other pests therein or on the premises. Exterior yard areas and any accessory structures shall be the responsibility of the dwelling owner to provide pest extermination as required.

(b) Every occupant of a building containing two or more rental dwellings shall be responsible for the extermination of any insects, vermin, rodents or other pests within their rental dwelling unit. Common, shared and/or public areas, exterior areas and any accessory structures shall be the responsibility of the building owner to provide pest extermination as required.

1365.16 - Voiding housing license.

Any housing license shall become null and void if:

(a) The building for which the license was granted or the use to which it is put are in violation of this code and/or any other applicable ordinance of the City.

(b) A false statement or representation was made by the owner in connection with the application and issuance of the housing license.

(c) The building for which the license was applied, has rental dwellings added that were not stated on the application and shown on the housing license.

1365.99 - Penalty.

Whoever refuses, neglects or fails to comply with the provisions of this Code shall be guilty of a misdemeanor and upon conviction thereof shall be fined not less than $25.00 nor more than $1,000.00 for a first offense and for a second or subsequent offense shall be guilty of a misdemeanor of the first degree. Each day such violation occurs or continues shall constitute a separate offense.

be and the same is amended to read:
Chapter 1365 - RENTAL DWELLING HOUSING LICENSE CODE[23]

Footnotes:
--- (23) ---

Cross reference— Discrimination in housing rental—see GEN.OFF. 515.03. Basic standards for residential occupancy—see BLDG. 1344.04.

1365.01 - Title.

The provisions of this chapter, hereinafter referred to as "this Code" shall be known as "The Bay Village Rental Dwelling Housing License Code." The word "City" in this chapter shall mean the City of Bay Village.

(Ord. 06-98. Passed 10-2-06.)

1365.02 - Purpose.

Within the scope of this Code, as hereinafter defined, the purpose of this Code is to establish minimum standards necessary to make all rental dwellings safe, sanitary, free from fire and health hazards and fit for human habitation and beneficial to the public welfare; to establish minimum standards governing the maintenance and repair of rental dwellings and their exterior property areas in such condition so as not to constitute a blighting or deteriorating influence on the neighborhood and the community; to protect and preserve the property values and maintain the character, tranquility and appearance of neighborhoods and the community; to attach responsibilities for owners and occupants with respect to sanitation, repair and maintenance; to establish the inspection of rental dwellings; to establish the fee for housing license; to establish enforcement procedures; to authorize the vacation or condemnation of structures unsafe or unfit for human habitation; to protect the health, safety and welfare of the City and its residents; to regulate and minimize the adverse effects of short-term rentals on residential neighborhoods; to fix penalties for failure and/or refusal to abate violations of the Codified Ordinances of the City.

(Ord. 06-98. Passed 10-2-06.)

1365.03 - General scope.

The provisions of this Code shall supplement any and all laws of the State of Ohio and City Ordinances and specifically shall include all rules and regulations promulgated by authority of such laws or ordinances applicable to rental dwellings, their exterior property areas and accessory structures.

(Ord. 06-98. Passed 10-2-06.)

1365.04 - Application.

(a) This Code shall apply to all rental dwellings, their exterior property area and accessory structures.

(b) Existing buildings may continue to be occupied as rental dwellings if:

(1) The rental dwelling complies with the provisions of the Codified Ordinances of the City except as to any variance heretofore granted by the Board of Zoning Appeals.
(2) The use and occupancy of the rental dwelling is not in violation of any provision of City ordinances and/or applicable statutes of the State of Ohio, including any rules or regulations adopted pursuant to such ordinance or statutes.

(3) A housing license as required by this Code has been applied for, issued is current and in effect.

(c) The provisions of this code shall apply to all such rental dwellings, their exterior property areas and accessory structures or portions thereof which are in existence or which may come into existence after the effective date of this Code.

(d) The Director of the Division of Building, Engineering and Inspections Department and his authorized agents or representatives are designated to enforce this Code.

(Ord. 06-98. Passed 10-2-06.)

1365.05 - Conflict with other ordinances.

In the event of conflict between any provision of this Code, including any rules and regulations adopted pursuant to this Code and any provisions of the Codified Ordinances of the City; that provision or ordinance which establishes the higher standard for the promotion or protection of the health or safety of the occupants shall govern.

(Ord. 06-98. Passed 10-2-06.)

1365.06 - Severability.

Sections and subsections of this Code and provisions thereof are hereby declared to be independent sections, subsections and provisions and the holding of any such section, subsection and provision thereof to be unconstitutional, void or ineffective for any cause shall not affect nor render invalid any other section, subsection and provision thereof.

(Ord. 06-98. Passed 10-2-06.)

1365.07 - Definitions.

For the purposes of this Code, the following words and phrases shall have the meaning set forth as follows:

(a) Dwelling means a building providing complete, independent living facilities for one or more persons, including permanent provisions for living, sleeping, cooking, eating and sanitation.

(b) Family means an individual or two or more persons living together as a single housekeeping group in a dwelling.

(c) Housing license means an application form provided by the Building Department which authorizes the operation of a rental dwelling.

(d) Non-resident means the owner of a rental dwelling, who at the time of application for a housing license, does not reside within Cuyahoga County and/or adjoining counties, i.e.: Lake, Geauga, Portage, Summit, Medina, Lorain or relocates outside these counties after he has been issued a housing license for a rental dwelling, or who for 30 consecutive days or more is located outside the above designated area.
(e) **Occupant** means a family or family member living in a rental dwelling.

(f) **Owner** means a person, corporation and/or company whether incorporated or not, who has legal right of possession, lawful title and/or the deed holder. For purposes of this ordinance an officer of a corporation and/or company can and shall be the owner of record.

(g) **Rental dwelling** means a dwelling occupied by a family where consideration in the form of money or other valuable consideration is paid or exchanged with the legal owner; or occupancy is by a family who is not the legal owner and no money or consideration is paid to the owner.

(h) **Single housekeeping group** means a group of individuals who share expenses and/or labor related to the maintenance of a dwelling and who are living and eating together in a dwelling.

(Ord. 06-98. Passed 10-2-06.)

(i) **Short-term rental** means the right to use, occupy or possess, or the actual use, occupancy or possession, of a rental dwelling through a rental for temporary, transient occupancy for dwelling, sleeping or lodging, for a period of time less than twenty-nine (29) continuous days.

1365.08 - Housing license.

No owner shall let, rent, lease, operate, maintain or occupy any building or portion of any building in which there is one or more rental dwellings unless a housing license as required by this chapter is in force. The housing license shall be signed by the owner as defined in this chapter.

(Ord. 06-98. Passed 10-2-06.)

1365.09 - Housing license fee.

(a) A nonrefundable non-prorated housing license fee shall be paid to the City in the amount required by Section 1305.02(k).

(b) All housing licenses required by this Code and not secured by the applicable dates as stated in Section 1365.12 shall incur a late fee of $75.00 per rental dwelling for which the housing license is required.

(Ord. 06-98. Passed 10-2-06.)

1365.10 - Housing license issuance.

The Building Director shall issue the license applied for if the building and its uses are found to comply in all respects with this Standard and all other laws and ordinances of the City. The housing license shall be posted on the interior at the main entrance of the building for which it is issued. The Building Director may inspect and/or cause to be inspected the building and require compliance in all respects with this Standard and all other laws and ordinances prior to the issuance of the housing license.

(Ord. 13-117. Passed 2-24-14.)

1365.11 - Housing license nonresident applicant.

(a) A nonresident owner of a rental dwelling shall designate either a janitor, custodian, agent or other responsible person in control for each rental dwelling building and such person shall be a resident of a county as listed in Section 1365.07(d).
(b) Such janitor, custodian, agent or other responsible person shall be available during normal business hours to the Building Department and to the occupants of the rental dwelling. A schedule listing the name, address, phone number and available hours of the janitor, custodian, agent or other responsible person shall be posted on the housing license.

(Ord. 06-98. Passed 10-2-06.)

1365.12 - License expiration.

Every housing license shall be secured by and expire no later than:

(a) All rental dwelling owners shall have secured from the City by April 1 the required housing license.

(b) All rental dwelling housing licenses shall expire on March 31 of each year irrespective of the date of issuance.

(c) Whenever the ownership of a rental dwelling changes, the current housing license shall become null and void. Housing licenses are not transferable. The new owner shall, within 15 days of title transfer, secure a housing license as required by this Code.

For the purpose of this Code, execution of a "land contract agreement" shall not be considered as change of ownership.

(Ord. 06-98. Passed 10-2-06.)

1365.13 - Inspections.

(a) The Building Director is hereby authorized to make or cause to be made inspections to determine the condition of rental dwellings in order that he may perform his duty of safeguarding the health and safety of the occupants and of the general public.

(b) Inspections may also be made whenever the Building Director has reasonable cause to believe a violation of the Laws and/or Ordinances of the City exist.

(c) The Building Director is authorized to revoke a housing license when access is denied to make an inspection.

(Ord. 06-98. Passed 10-2-06.)

1365.14 - Right of entry.

(a) For the purpose of making inspections, the Building Director and/or his authorized agent, upon presentation of proper identification, may enter and inspect at all reasonable times the rental dwelling. The owner, responsible person and/or the occupant shall give free access to the rental dwelling for the purpose of inspection.

(b) Every occupant of a rental dwelling shall give the owner or his agent free access to the rental dwelling at all reasonable times for the purpose of making repairs and/or improvements that are necessary to comply with the laws and ordinances of the City.

(Ord. 06-98. Passed 10-2-06.)

1365.15 - Pest extermination.
(a) Every occupant of a building containing a single rental dwelling shall be responsible for the extermination of any insects, vermin, rodents or other pests therein or on the premises. Exterior yard areas and any accessory structures shall be the responsibility of the dwelling owner to provide pest extermination as required.

(b) Every occupant of a building containing two or more rental dwellings shall be responsible for the extermination of any insects, vermin, rodents or other pests within their rental dwelling unit. Common, shared and/or public areas, exterior areas and any accessory structures shall be the responsibility of the building owner to provide pest extermination as required.

(Ord. 06-98. Passed 10-2-06.)

1365.16 - Voiding housing license.

Any housing license shall become null and void if:

(a) The building for which the license was granted or the use to which it is put are in violation of this code and/or any other applicable ordinance of the City.

(b) A false statement or representation was made by the owner in connection with the application and issuance of the housing license.

(c) The building for which the license was applied, has rental dwellings added that were not stated on the application and shown on the housing license.

(Ord. 06-98. Passed 10-2-06.)

(d) The use and occupancy of the rental dwelling, is in violation of any provision of City ordinances and/or applicable statutes of the State of Ohio, including any rules or regulations adopted pursuant to such ordinance or statutes.

1365.17 – Short-term Rental Prohibition.

No person shall operate, let, rent, list, advertise, or otherwise make available, any rental dwelling in the City of Bay Village for the purpose of a short-term rental.

1365.99 - Penalty.

Whoever refuses, neglects or fails to comply with the provisions of this Code shall be guilty of a misdemeanor and upon conviction thereof shall be fined not less than $25.00 nor more than $1,000.00 for a first offense and for a second or subsequent offense shall be guilty of a misdemeanor of the first degree. Each day such violation occurs or continues shall constitute a separate offense.

(Ord. 06-98. Passed 10-2-06.)

and present Chapter 1365 is hereby repealed.

SECTION 2. That this Council finds and determines that all formal actions of this Council concerning and relating to the passage of this ordinance were taken in an open meeting of this Council, and that all deliberations of this Council and of any committee that resulted in those formal actions were in meetings open to the public in compliance with law.
SECTION 3. That this Council finds and determines that all formal actions of this Council concerning and relating to the passage of this ordinance were taken in an open meeting of this Council, and that all deliberations of this Council and of any committee that resulted in those formal actions were in meetings open to the public in compliance with law.

PASSED:

__________________________
PRESIDENT OF COUNCIL

__________________________
CLERK

__________________________
MAYOR

10.22.19 jt