

COUNCIL CHAMBER
VILLAGE OF KELLEYS ISLAND, OHIO

ORDINANCE NO. 2024 – O - 23

INTRODUCED BY: COUNCILPERSONS EATON, GAITHER, WOLFE

AN ORDINANCE ENACTING A NEW SECTION ENTITLED TRANSIENT RENTAL PROPERTY, REPEALING ORDINANCE 2024-O-14 AND DECLARING AN EMERGENCY.

WHEREAS, the Village Council of the Village of Kelleys Island, Ohio deems it necessary regulate and ensure the peace, health, safety and wellness of the public, including the owners' transient guests and neighboring property owners or occupants of any transient rental property; and

WHEREAS, the Village Council has found it necessary to set standards that address public safety issues while providing a revenue source to offset costs related to public safety and zoning enforcement efforts; and

WHEREAS, Ordinance 2024-O- 14 passed August 10, 2024 was subject to a referendum petition that if successful would have placed said ordinance on the ballot in November of 2025 for a vote of the electors; and

WHEREAS, after subsequent review of the petition filed, it has been declared invalid and therefore will not go forward as a ballot issue; and

WHEREAS, due to timing issues and further review of the ordinance by Council with input from a citizens group it was determined that several changes needed to be made which is hereby represented in this ordinance.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF KELLEYS ISLAND, COUNTY OF ERIE AND STATE OF OHIO AS FOLLOWS:

SECTION 1. That a new section entitled Transient Rental Property is hereby established as set forth in "Exhibit A" attached hereto and incorporated herein as if fully rewritten.

SECTION 2. That Ordinance 2024-O- 14 is hereby repealed.

SECTION 3. That it is found and determined that all formal actions of the Council of Kelleys Island concerning and relating to the adoption of this Ordinance were adopted in an open meeting of such body, and that all deliberations of the Council of the Village of Kelleys Island and any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

SECTION 4. That this Ordinance shall be adopted as an emergency measure to take effect immediately upon its adoption and due authentication by the Mayor and the Clerk, respectively, and for the further reason that it is necessary to have the program open and all the preliminary work required to administer said program done immediately and available to the public for the preservation of the health, safety, and welfare of the citizens of Kelleys Island, therefore this Ordinance shall be in full force and effect immediately upon its passage.

DATED THIS 14th DAY OF DECEMBER, 2024



MAYOR RONALD E. EHRBAR

ATTEST: 

LISA M. KLONARIS, CLERK-TREASURER

EXHIBIT A

CHAPTER Transient Rental Property

- .01 Purpose.
- .02 Transient rental registration certificate.
- .03 Limitation of Transient Rental Properties
- .04 Fees.
- .05 Owner responsibilities.
- .06 Inspection.
- .07 Nuisance.
- .08 Change of ownership or control.
- .09 Hearing and appeals.
- .10 Severability.
- .11 Enforcement.
- .12 Notice of violations.
- .98 Definitions.
- .99 Penalty; legal action.

.01 PURPOSE.

The purpose and intent of this Chapter is to regulate and ensure the peace, health, safety, and wellness of the public, including the Owners, Transient Guests, and neighboring property owners or occupants of any Transient Rental Property; to ensure the continued vibrancy, character, and charm of the Village of Kelleys Island as a community; to protect and preserve the quality, character, and tranquility of residential neighborhoods; to protect property values, and to preserve the availability of affordable housing stock for permanent residents of the Village of Kelleys Island.

.02 TRANSIENT RENTAL REGISTRATION CERTIFICATE.

(a) **Effective February 1, 2025**, the Transient Rental Property Registration System for the Village of Kelleys Island that requires an Owner of Transient Rental Property to register

with the Village on an annual basis each and every individual Transient Rental Property in the Village, is hereby created **and open**.

(1) Transient Rental applications, including payment of registration fees shall be due not later than May 30, 2025. Annual registration fees shall also be due not later than May 30 of the non-inspection years.

(2) All Transient Rental Property must be in full compliance at all times with all applicable provisions of the Codified Ordinances of the Village of Kelleys Island.

(3) No Owner of a Transient Rental Property shall allow a Transient Rental Property to be used, advertised, promoted, offered, listed or made available for use to Transient Guests if the Transient Rental Registration Certificate, or Renewal Transient Rental Registration Certificate (as the case may be) has been suspended, revoked, or denied, nor shall an Owner display a Transient Rental Registration Certificate, or Renewal Transient Rental Registration Certificate (as the case may be) that has expired or been suspended, revoked, denied, altered, or defaced.

(4) No person shall make a Transient Rental Property available for use by Transient Guests if such Transient Rental Property is in violation of any applicable provision of the Village of Kelleys Island's building code and/or zoning regulations.

(c) Issuance.

(1) The Application for a Transient Rental Registration Certificate or Renewal Transient Rental Registration Certificate required by this Chapter shall be made by an Owner by supplying the information required on the Application supplied by the Department and agreeing to comply with all requirements of this Chapter. All Applications may be submitted at any time, subject to the limitations and restrictions set forth in Section .03.

(2) A Transient Rental Registration Certificate or Renewal Transient Rental Registration Certificate shall not be issued to an Owner unless the Owner or an Authorized Representative can arrive at and access the Transient Rental Property within **seventy-two hours (72)**. (provided the ferry boat is running)

(3) Upon submission of the Application (or renewal Application) **and registration fees**, the Owner shall be responsible for having a Safety Inspection completed, in accordance with Section .06 of these Codified Ordinances.

(4) No Transient Rental Registration Certificate shall be issued or renewed until the Owner has a Safety Inspection of the Residential Premises completed and it is determined that the Residential Premises complies with all applicable building, and safety codes and the requirements of this Chapter.

(5) After the Safety Inspection is completed and the Residential Premises is found to be in full compliance with all applicable building, health, and safety codes, the Department shall issue or renew a Transient Rental Registration Certificate for such Residential Premises which shall contain the following information:

A. The name, email address, and telephone number of the Owner or Authorized Representative responsible for maintenance of the Transient Rental Property and ensuring compliance with this Chapter;

B. The address of the Transient Rental Property;

C. The expiration date of the Transient Rental Registration Certificate or Renewal Transient Rental Registration Certificate (as the case may be); and

D. The maximum occupancy of the Transient Rental Property, which shall be limited to four (4) per Residential Premises plus two (2) per bedroom.

(6) Upon obtaining a Transient Rental Registration Certificate or Renewal Transient Rental Registration Certificate, the Owner shall comply with the provisions of this Chapter.

(a) Revocation or Lapse. The Department **shall send a notice of revocation** to revoke a Transient Rental Registration Certificate, or Renewal Transient Rental Registration Certificate for any of the following:

(1) The Owner provides any material misrepresentation of fact on the Application;

(2) The Transient Rental Registration Certificate, or Renewal Transient Rental Registration Certificate is not timely renewed; **A thirty-day grace period may be granted for renewals for good cause shown.**

(3) Noncompliance with the requirements of this Chapter;

(4) Failure to correct any deficiency identified in the Safety Inspection Report within **forty-five (45) days** of the date the Safety Inspection Report is issued;

(5) Upon a determination by a Court of competent jurisdiction that the Transient Rental Property has become a nuisance as further defined in Section .07 of the Codified Ordinances or other controlling Ohio law.

Notwithstanding any contrary provision of this Chapter, any, Transient Rental Registration Certificate that expires, is revoked, or becomes invalid for any reason is not assignable nor renewable and shall be considered a new Transient Rental Property for which a new Application is required for all purposes under this Chapter.

(e) Limitations on Assignment. Except as otherwise provided in Section .08, a Transient Rental Registration Certificate may not be sold, transferred, or assigned to any property other than the Transient Rental Property for which it was issued.

(f) Term. A Transient Rental Registration Certificate or Renewal Transient Rental Registration Certificate issued pursuant to this Chapter shall be valid for twelve (12) months from the date of issuance or unless and until such certificate expires, lapses, or is revoked in accordance with ~~Section .02(d) of the Codified~~ **this Ordinance.**

.03 LIMITATIONS ON TRANSIENT RENTAL PROPERTIES.

(a) Any Transient Rental Property which has a Transient Rental Registration Certificate or Renewal Transient Rental Registration Certificate **that has received a notice of revocation shall be fined \$500.00 for a first offense, \$750.00 for a second offense, and have thirty (30) days to correct any non-compliance issues as delineated in the notice of revocation. Any Transient Rental Property which receives a notice of revocation for a third offense shall be subject to possible penalties set forth in section .99 entitled Penalties; Legal Action and review by the Board of Zoning Appeals (or Transient Rental Board if created) to determine whether the Transient Rental Registration Certificate or Renewal Certificate in question shall be revoked for a period of one (1) year from the date of revocation unless a change in ownership or control of the Residential Premises has occurred, as determined by the BZA (or Transient Rental Board if created) in its reasonable discretion. Any revocation of a Certificate shall require a 2/3 (two-thirds) vote of the quorum present at the meeting.**

.04 FEES.

An initial registration fee of \$ 600.00 for the Transient Rental Registration Application shall be submitted with each application, and an annual fee of \$ 600.00 shall be submitted for a renewal Transient Rental Registration Certificate. Any change of ownership of property shall require the new owner to submit an initial registration fee.

.05 OWNER RESPONSIBILITIES.

In addition to general requirements that all Transient Rental Property be in full compliance with all applicable laws, statutes, regulations, and ordinances, the following additional responsibilities are applicable to an Owner of Transient Rental Property:

(a) The Owner of every Transient Rental Property shall be responsible for the maintenance thereof in good repair and in a safe and sanitary condition in compliance with the applicable requirements established by the Village administratively.

(b) The Owner or Authorized Representative shall be required to be physically present in person at the Transient Rental Property, or available by phone if Owner or Authorized Representative is off the Island, within **twenty-four (24) hours** of any notification by a member of law enforcement or the fire department or emergency assistance of any kind relating to a Call for Service to the Transient Rental Property.

(c) The Owner shall provide proof of procurement and maintenance of general liability and premises liability insurance for the Transient Rental Property as may be periodically requested by the Department, which insurance(s) shall meet all of the following requirements:

(1) Provide coverage of not less than three hundred thousand dollars (\$300,000.00).

(2) Provide notice of cancellation of insurance to the Department at least ten (10) days prior to cancellation.

Failure to maintain insurance required by this Section shall result in a **notice of revocation** being issued of the Transient Rental Registration Certificate or Renewal Transient Rental Registration Certificate (as the case may be).

.06 INSPECTIONS.

(a) License Issuance and Renewal Inspections:

(1) Prior to issuing a new or Renewal Transient Rental Registration Certificate, or in the event of the transfer and assignment of a valid a Transient Rental Registration Certificate, the Owner shall be responsible for having a Safety Inspection of the Residential Premises completed by an Ohio Certified Home Inspector within **forty-five one (45) days** from the date the new Application or renewal Application is received by the Village. **Due to the seasonal nature of transportation to and from the Island, no Safety Inspection reports shall be due prior to May 30th of the year that they are due. Safety Inspections shall consist of the following and shall be compliant with the Ohio Basic Building code (OBBC):**

A. Check for and test smoke detectors and carbon monoxide detectors; (For propane heat)

B. Check electrical and GFCI; **(no open blanks)**

C. Check all light fixtures at all stairways and exterior doors; **(no broken glass)**

D. Check furnace and water heaters; **(temperature not to exceed 125 degrees)**

F. Check for leaking water, gas and waste lines; **(use sniffer & other means)**

G. Check for removal of all refuse, garbage and debris, **and verify current refuse disposal permit or current contract with a commercial hauler for the address of the property.**

H. Check for building code compliance, including necessary handrails; **(bedroom windows working)**

I. Check for presence of accessible dry chemical fire extinguishers of a minimum 5-lb. ABC class;

J. Proof of a **septic tank inspection is required, which is good for thirty-six (36) months from the date of inspection.**

K. Determine maximum occupancy for overnight Transient Guests which shall be limited to:

1. Four (4) persons per Residential Premises plus;
2. Two (2) persons per bedroom.

3. All areas of a Residential Premises designated as bedroom space shall be used predominantly for sleeping, have a minimum of one or more beds of a size and number equal to the expected occupants, and two (2) separate means of accessible ingress and egress.

(2) **A safety inspection is required every three years** and the Department shall maintain a copy of the Safety Inspection Report for each Transient Rental Property for a period of three (3) years. Copies of all reports of Safety Inspections shall be made available to the public in accordance with Section 149.43 of the Ohio Revised Code.

(b) Violations enumerated in the Inspection Report shall be abated by the Owner of the Transient Rental Property within **forty-five (45) days** from the date of the Inspection Report. A reinspection shall be required to verify that the violations have been corrected. **Applicants may appeal to the BZA or (Transient Rental Board if created) for more time to abate infractions for good cause shown.**

(c) Failure to correct any violations contained within the Inspection Report within ~~thirty (30)~~ **forty-five (45) days** from the date of the Inspection Report (**unless more time is granted by the BZA or Transient Rental Board if created**) shall constitute a violation of this chapter and **may result in a notice of revocation being issued** of a Transient Rental Registration Certificate or Renewal Transient Registration Certificate (as the case may be) and/or penalties or other legal action in accordance with Section .99.

(d) Upon display of the proper credentials, any member of the Department, law enforcement, fire department, emergency assistance, or public health official shall be permitted to inspect the Transient Rental Property to ensure compliance with this Chapter.

(1) In the event access to Transient Rental Property is refused, an officer or employee of the entity requesting to inspect the Transient Rental Property may, with the assistance of the Village Solicitor, obtain an administrative warrant from a court of competent jurisdiction in order to gain access to the property.

(2) In the event an administrative warrant cannot be obtained, then the inspection shall include only those items which can be inspected by lawful means. This chapter shall not be construed to require an Owner, Authorized Representative, or occupant to consent to a warrantless inspection of private property.

.07 NUISANCE.

The operation of Transient Rental Property may be found to constitute a public nuisance upon a determination by the Department or a court of competent jurisdiction that any of the following apply:

(a) The Transient Rental Property has been the site of a repeated criminal activity involving prostitution, felony drug possession, gang activity, or acts of violence as such terms are defined in Chapter 29 of the Ohio Revised Code.

(b) The Transient Rental Property is a nuisance as that is defined under Section 3767.01 of the Ohio Revised Code.

(c) The Transient Rental Property has had in excess of three (3) Calls for Service to **Law Enforcement** within any consecutive twelve (12) month period. **Calls for Fire or EMS assistance are excluded for purposes of this section.**

(d) The Transient Rental Property has a documented history of repeated conduct that endangers neighborhood safety.

.08 CHANGE OF OWNERSHIP OR CONTROL.

(a) Any person selling or otherwise relinquishing ownership or control of a Transient Rental Property, including an Authorized Representative or Owner, shall notify the Department of the proposed effective date of the change in ownership or control.

(b) In order to transfer and assign a valid Transient Rental Registration Certificate, or Renewal Transient Rental Registration Permit, the Owner and holder of the Transient Rental Registration Certificate, or Renewal Transient Registration Permit shall notify the Department of the change in ownership and control. The notice required by this section shall be in writing and shall include the following:

(1) The name, address, email address, and telephone number of the new Authorized Representative or Owner;

(2) The name, address, email address and telephone number of the previous Authorized Representative or Owner;

(3) The effective date of such change in ownership or control.

Within fourteen (14) days of acquiring the Transient Rental Property (as evidenced by the new Owner receiving recorded legal title to same), the new Owner shall complete a **Renewal** Application for purposes of the new Owner acknowledging the rights, duties and obligations of an Owner under this Chapter. Provided the Application is approved, the Safety Inspection is approved **or an up to date Safety Inspection Certificate is provided**, the Village shall consider then-existing Transient Rental Registration Certificate or Renewal Transient Rental Registration Certificate (as the case may) assigned and transferred to the new Owner, thereby permitting the new Owner to utilize then-existing Transient Rental Registration Certificate, or Renewal Transient Rental Registration Certificate (as the case may be) for the unexpired portion of the term of the relevant certificate.

(c) A failure to notify the Department in accordance with this Section within fourteen (14) calendar days of any change of ownership or control (as evidenced by the new Owner receiving recorded legal title to same) will result in a violation of this Chapter and a revocation of the Transient Rental Registration Certificate, or Renewal Transient Occupancy Registration (as the case may be) and/or penalties or other legal action in accordance with Section .99.

.09 HEARING AND APPEALS.

Subject to Section .03, any person who has been denied, or refused a Transient Rental Registration Certificate or renewal thereof, may appeal such decision to the Board of Zoning Appeals **(or Transient Rental Board if created)**

.10 SEVERABILITY.

The provisions of these regulations shall be severable and should any section or provision of these regulations be declared by a court of competent jurisdiction to be unconstitutional or invalid, such decision shall not affect the validity of the regulations as a whole, or any part thereof other than the part so declared to be unconstitutional or invalid.

.11 ENFORCEMENT.

No person shall violate any provision of this chapter or any rule or regulation promulgated thereunder or fail to comply therewith or with any written notice or written order issued thereunder by the Department.

.12 NOTICE OF VIOLATIONS.

(a) Upon discovery of a violation of this Chapter, the Department shall issue a written notice of the violation to the Owner.

(b) The notice required in this Section shall be delivered by one or more of the following methods:

(1) Certified mail delivery (return receipt requested), which shall be deemed effective as of the date of receipt identified on the return receipt or as noted by the U.S. Postal Service;

(2) Courier service, which shall be deemed effective as of the date of receipt as identified by the courier service;

(3) Hand or personal delivery, which shall be effective when delivered to an adult at the Owner's address;

(4) Facsimile delivery, which shall be is effective when the facsimile transmission has been transmitted to the facsimile number provided for that purpose and the Department has received confirmation of the facsimile transmission;

(5) Electronic mail delivery is effective when the electronic mail has been sent to the Owner's electronic mail address without notice of rejection of message.

(c) It is not a defense to any subsequent enforcement action that the notice provided by the Department was not actually delivered to the Owner provided that one of the methods of delivery set forth in Section .12 was attempted in good faith by the Department but was not accomplished through no fault of the Department.

.98 DEFINITIONS.

As used in this chapter:

(a) "Authorized Representative" means any individual, person, firm, partnership, corporation or company, other than an Owner, acting on behalf of an Owner of a Transient Rental Property responsible for ensuring compliance with all provisions of this Chapter and registered as the Owner's Authorized Representative with the Department.

(1) For purposes of this Chapter, actions taken by an Authorized Representative acting on behalf of the Owner shall have the same legal force and effect as if such acts were taken by the Owner.

(2) No Owner shall be absolved of individual liability solely on the basis that acts were taken by an Authorized Representative and not the Owner.

(b) "Application" means the submission of all information required by this Chapter, and payment of the required fees, for registering: (i) a Residential Premises as new Transient Rental Property to obtain a Transient Rental Registration Certificate; or (ii) to obtain a Renewal Transient Rental Registration Certificate. For avoidance of doubt, a new Transient Rental Property shall be considered a Transient Rental Property for which the Owner of has failed to maintain a valid or renewable Transient Rental Registration Certificate.

(c) "Calls for Service" means those to law enforcement, when those calls result in a representative of a law enforcement agency, being dispatched or directed to the Residential Premises and;

(1) Allege criminal activity, including, but not limited to, disturbance of the peace that results in an arrest, charge or citation of persons occupying or on the premises of a Transient Rental Property; or

(2) Result in a reasonable finding by the Department, after review of relevant police, reports, of an imminent threat to safety of person(s) or property as a result of activities occurring on a Transient Rental Property.

(d) "Department" shall mean and refer to the Zoning Department of the Village of Kelleys Island.

(e) "Inspection Report" means the report issued by the Certified Home Inspector containing the results of the Safety Inspection.

(f) "Safety Inspection" means that inspection performed by the Certified Home Inspector prior to issuing or renewing a Transient Rental Registration Certificate.

(g) "Owner" means an individual, corporation, firm, partnership, association, organization, or any other person or entity (jointly or in combination) who has legal title to a Residential Premises. For purpose of this Chapter, an Owner includes anyone possessing a fee simple interest, vendee interest in a land contract, an estate for life or for years, in the Residential Premises including through a trust instrument or other conveyance of real property, or otherwise entitled to have legal or equitable title to real property registered in accordance with Sections 5309.05 or 5309.42 of the Ohio Revised Code.

(h) "Renewal Transient Rental Registration Certificate" means the Transient Rental Registration Certificate issued to a Residential Premises that was previously identified as a Transient Rental Property if the Application is approved prior to the date of expiration identified on the Transient Rental Registration Certificate.

(i) "Residential Premises" means any building or structure, or the part of a building or structure that is used or intended to be used as a home, residence, or sleeping place by one (1) or more persons and any adjacent or attached structures, grounds, areas, and facilities for the use of occupants generally or the use of which is promised an occupant, including Transient Guests.

(j) "Transient Guests" means persons, who in exchange for money or other financial compensation, occupy a, Residential Premises or other property used for sleeping accommodations for less than thirty (30) consecutive days.

(k) "Transient Rental Registration Certificate" means the certificate issued with respect to a Transient Rental Property evidencing compliance with the requirements of this Chapter.

(l) "Transient Rental Property" means any Residential Premises, or part thereof, being utilized or otherwise made available to a Transient Guest within the Village, if such Residential Premises is used by or made available to a Transient Guest for a period in excess of a combined period of three (3) days in any calendar year. Transient Rental Property does not mean or apply to those residences governed by & 152.015 of the Kelleys Island Codified Ordinances.

.99 PENALTY; LEGAL ACTION.

(a) Except as otherwise expressly provided for elsewhere under the Codified Ordinance or the Ohio Revised Code, **any Transient Rental Property that receives a third or more notice of revocation** shall be guilty of a first-degree misdemeanor and subject to a fine of up to one thousand dollars (\$1000.00) and/or a maximum imprisonment term of six (6) months or both. Each day that such violation exists shall **may** constitute a separate and distinct offense. Multiple violations can occur during a single guest stay and may be noticed and heard in a single action.

(b) The imposition of any penalty as provided for in this chapter shall not preclude the Village Solicitor from instituting an appropriate action or proceeding in a court of proper jurisdiction to prevent an unlawful use of property, require repair or maintenance, restrain, correct or abate a violation, prevent the occupancy of a Residential Premises, revoke a

Transient s Registration Certificate, or to require compliance with the provisions of this chapter or other applicable laws, ordinances, rules or regulations.