



City of Ashtabula

Ashtabula City Council Pre-Council Agenda
Monday, April 4, 2022 at 6:30 PM
Council Chambers
4717 Main Avenue

Agenda

1. Opening of a Pre-Council Meeting

- a. Call to Order
- b. Roll Call

2. Welcome and Acknowledgement of Visitors

- a. Special Guest - Jamie Arcaro, Fiscal Analyst for the Ashtabula County Commissioners
 - Ashtabula County Bed Tax Agreement

3. President's Report and Regular Meeting Review

- a. Discussion - Resolution opposing HB 563

4. Administrative Reports

- a. City Manager
- b. Finance Director
- c. City Solicitor
- d. Clerk of Council

5. City Council Committee Reports

- a. Community Development/Economic Development/Parks & Recreation
- b. Finance & Personnel
- c. Public Works
- d. Safety Forces

6. Miscellaneous Business/Discussion

7. Public Comment (at Council's discretion)

8. Monthly Council Calendar

- a. April 2022

www.cityofashtabula.com

9. Adjournment

TRANSIENT LODGING TAX COLLECTION INTERGOVERNMENTAL AGREEMENT

This Transient Lodging Tax Agreement ("Agreement") is entered into between the Ashtabula County Board of Commissioners ("Board") and _____.

In consideration of the conditions and promises hereinafter contained, it is mutually agreed by the parties that the Board shall supervise and administer, according to the terms and conditions set forth in this Agreement, the municipal or township excise lodging tax on transient lodging by authorized under Ohio Revised Code Chapter 5739 and approved by Local Government ordinance/resolution # _____.

1. Definitions. As used in this Agreement the following terms have the meanings ascribed to them:

"Confidential Information" means all returns, documents, and payments submitted by each vendor, all records and other documents examined, and all information or knowledge of any vendor's business obtained by the Administrator shall be treated as confidential by the Administrator and shall not be released except upon order of a court of competent jurisdiction or to a duly authorized officer or agent of the Federal government, the State of Ohio, or any municipal corporation or township in the County of Ashtabula which levies a tax pursuant to ORC 5739.024(B)/5739.09.

"Local Government" means the municipality or township that has entered into this agreement with the Board for collection of Local Taxes authorized under Ohio Revised Code Chapter 5739.

"Local Tax" or "Local Taxes" means the Local Transient Lodging Tax imposed by Local Government, together with any additional interest or penalties provided for by state statute or the Board's rules;

"Local Taxpayer" means a Transient Lodging Provider, or a Transient Lodging Intermediary, with a lodging facility located in the taxing jurisdiction of Local Government.

"Ordinance" means the ordinance or resolution imposing a Local Tax adopted by the governing body of the municipality/township that is attached hereto as Exhibit A and by this reference incorporated herein.

"Taxpayer" means a Transient Lodging Provider or Transient Lodging Intermediary with a lodging facility located in a taxing jurisdiction.

"Transient Lodging" means lodging by a hotel that is or is to be furnished to guests for less than 30 days at a time.

"Transient Lodging Intermediary" means a person other than a transient lodging provider that facilitates the retail sale of transient lodging and: a. Charges for occupancy of the transient lodging; and/or b. Collects the consideration charged for occupancy of the transient lodging.

"Transient Lodging Provider" means a person who furnishes transient lodging.

2. General Administration. The Board shall be responsible for all aspects of Local Tax administration, including, but not limited to, adopting administrative rules; auditing returns; assessing deficiencies and collecting the Local Tax and penalties and interest under applicable statutes; making refunds; holding conferences with Local Taxpayers; handling

appeals; determining the minimum amount of Local Tax collectible; and taking any other action necessary to administer and collect the Local Taxes. The Board has adopted rules related to the taxation of Transient Lodging and Local Government understands and agrees that such rules will be applied in administering the Local Tax.

3. **Level of Service.** In performing its duties, the Board may in its sole discretion determine what action shall be taken to enforce provisions of the law and to collect the Local Tax. In exercising its discretion, the Board shall provide a level of services that are comparable to the level of services it provides in the administration of the Ashtabula County Board of Commissioners transient lodging tax laws and the collection of such taxes owed to the Board. If the Board deems it necessary to vary substantially from this standard, the Board shall first notify Local Government of the need and obtain Local Government's consent. The Board shall provide all forms necessary for implementation of the Local Tax, including forms for transient lodging tax returns, exemptions and refunds.
4. **Transfer of Taxes to Local Government.** Beginning at the end of the first full quarter after execution of this Agreement, the Board shall remit to Local Government the amount of Local Taxes collected in the preceding quarter less amounts withheld to pay the Board's fees and other costs as described in this Agreement within 60 days of the return due date for the quarter. The Board shall notify Local Government if, because of inability to move funds electronically or otherwise through the banking system, a force majeure event, or other exigent circumstance, the Board is unable to transfer the Local Tax collected to Local Government as provided in this Section. In that event, the Board shall provide an estimate, if possible, of when it expects to be able to transfer the Local Taxes collected to Local Government.
5. **Withholding for Fees and Rebate.** The Board shall withhold 1% from the Local Taxes collected and transfer to Local Government an amount equal to 99 percent (99%) of the Local Taxes collected. Example: If \$100 is collected, the Board retains \$1 as fees and transfers \$99 to the Local Government. Penalties will be assessed on late payments of Local Taxes at a rate of ten percent (10%). The entire penalty will be paid to the Local Government

Example: Taxable Rent = \$1,000.00

County tax 5%= 50.00

County Penalties 10% = 5.00

Local Tax 3%= 30.00 – \$0.30 (1% admin fee) = \$29.70

Local Penalties for late payment 10% = 3.00

6. **Recovery of Overpayments.** If the amount of Local Taxes paid to Local Government under this Agreement exceeds the amount to which Local Government is entitled, the Board may, after notifying Local Government in writing, withhold from later payments due Local Government under this Agreement such amounts, over such periods of time, as are necessary to recover the amount of the overpayment.

7. **Board Quarterly Reports.** Beginning with the first full calendar quarter after the execution of this Agreement and continuing each calendar quarter thereafter, within sixty (60) days after the due date for quarterly Local Tax returns, the Board shall provide Local Government with a report indicating the amount of Local Taxes collected, the Board's fees incurred, the amount withheld under this Agreement and the cumulative amount of delinquent Local Taxes for each lodging provider in Local Government's jurisdiction. The information in this report must be treated as potentially revealing Confidential Information and shall be protected as such. Local Government shall adopt procedures to prevent Confidential Information from being disclosed, except as consistent with this Agreement. The Board and Local Government may disclose any non-confidential information from a report when required to do so by law, including the Ohio Public Records Law.
8. **Board Annual Reports.** In the first calendar quarter of each year, the Board shall provide a written annual report of the preceding calendar year to Local Government showing the total amount of Local Taxes collected, refunds paid, the expenses of administering and collecting the Local Tax, and other pertinent information. The report shall show the total amount withheld by the Board under this Agreement. In the report, the Board shall also make recommendations concerning changes in Local Tax Ordinances, procedures, policies, Local Tax administration and related matters, as the Board deems necessary and appropriate. The information in this report must be treated as potentially Confidential Information and shall be protected as such. Local Government shall adopt procedures to prevent Confidential Information from being disclosed, except as consistent with this Agreement. The Board and Local Government may disclose any non-confidential information in the report when required to do so by law, including the Ohio Public Records Law.
9. **Local Government Reports.** Within sixty (60) days of the effective date of this Agreement, Local Government shall provide the Board with a list of zip code areas that are within its jurisdiction for purposes of imposing the Local Tax. Local Government shall review all reports provided to it by the Board and shall promptly notify the Board of any perceived error or omission(s) in such reports.
10. **Records Maintenance and Access.** Each party shall maintain its records relevant to this Agreement, the Local Taxes and Local Taxpayers for the period of time specified and in the manner required under the document retention and archiving requirements applicable to it. Upon written request, each party may examine the records of the other party at a time and location that is convenient and without extra cost to the holder to the records; provided, however, any requests for records made in connection with litigation or other efforts to collect the Local Tax shall be immediately provided in the time and manner requested.
11. **Ordinance and Notification of Changes.** Contemporaneous with the execution of this Agreement, Local Government shall provide a copy of the Ordinance to Board for incorporation into this Agreement as Exhibit A. In order to insure consistency in administration of the Local Tax, each party shall notify the other of any change in applicable law, including changes to the Ordinance and any state or local regulations or rulings interpreting the Local Tax or the Ordinance, any changes in rates or changes in Local Government's boundary at least ninety (90) days prior to the effective change, unless it is not legally possible to provide ninety (90) days' notice or both parties mutually agree to effect such changes in less than

ninety (90) days. Each party shall notify the other of any change in administration of the Local Tax under this Agreement.

12. Information. The parties will cooperate in the exchange of information and making public announcements to facilitate effective administration of the Local Tax and maintain consistency in public announcements and information. Policy announcements, announcement of changes to the Ordinance, and all public relations related to the Local Tax will be handled by Local Government. The Board shall promptly notify Local Government of any issue arising in the administration of the Local Tax that would require any legislative change or affect Local Government's policy, including any policy that relates to the amount of Local Tax collected. Nothing in this section shall prohibit the Board from conducting its own outreach activities to increase awareness and knowledge of Local Tax obligations.

13. Confidentiality.

- a. Confidential Information may be disclosed to Local Government by the Board, at the discretion of the Board, only for purposes of carrying out the administration of the Local Tax. Requests for Confidential Information may be made by Local Government by giving not less than ten (10) days' notice to the Board, stating the information desired, the purposes of the request, and the use to be made of such information. If the compilation of the requested information is not reasonably feasible, the Board shall so advise Local Government and may decline to provide the requested information.
- b. A listing of every person employed by Local Government that is authorized to request and receive Confidential Information identified in this Agreement must be sent by Local Government to the following designated representative:

Jamie Arcaro, Transient Lodging Tax Program Administrator

Contact Email: JJArcaro@ashtabulacounty.us

- c. Local Government shall comply with the requirements of the Ohio Revised Code in the event of a breach of security or disclosure of confidential information.

14. Term. The term of this Agreement shall be from the date it is executed by all parties and until it is terminated by operation of law or by either party, at its discretion upon at least ninety (90) days prior written notice. Prior to the termination date specified in written notice provided under this section, Local Government and the Board will continue to perform their respective duties and obligations of under this Agreement. After the termination date, the Board will cease all collection and other activities under this Agreement, unless prior to the termination date the Board and Local Government agree in writing that the Board may continue actions that are pending or are being collected after judgment or stipulation. In addition, after the termination date the Board will continue to remit to Local Government any Local Taxes received by the Board, after deduction of the Boards's actual costs, until all matters pending on the date of termination have been resolved or collected. The Board shall administer the Local Tax for Local Government beginning [DATE]_____.

15. Default and Remedies. A party shall be in default under this Agreement if it fails to perform any of its duties and obligations under this Agreement, and fails to cure such nonperformance

within ninety (90) days after the other party provides written notice specifying the nature of the nonperformance. If the nonperforming party does not cure its nonperformance, or provide a satisfactory explanation to the other party of its performance under this Agreement, the other party may terminate this Agreement immediately or at a later date specified in written notice provided to the nonperforming party. In addition to termination of this Agreement, in the event of default by a nonperforming party, the other party may pursue any remedies available in law or equity.

16. Notices. All notices, documents, and information shall be sent as follows:

For Board: Jamie Arcaro, Transient Lodging Tax Program Administrator

Contact Email: JJArcaro@ashtabulacounty.us

For Local Government: _____

17. Amendments. The provisions of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties.
18. Successors and Assigns. This Agreement shall be binding and inure to the benefit of the parties, their successors and assigns.
19. Severability. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
20. Representations. Each party represents to the other that the making and performance of this Agreement: (a) have been duly authorized by its governing body or official, (b) does not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board or other administrative agency or any provision of any applicable local charter or other organizational document, and (c) does not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which the party is bound.
21. Governing Law, Consent to Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio. Any claim, action, suit or proceeding (collectively "Claim") between the Board and Local Government regarding the enforcement or interpretation of this Agreement shall be brought and conducted solely and exclusively within the Ashtabula County Court of Common Pleas.
22. Force Majeure. Neither party is responsible for any failure to perform or any delay in performance of an obligation under this Agreement caused by fire, civil unrest, labor unrest, natural causes, or war, which is beyond that party's reasonable control. Each party shall, however, make all reasonable efforts to remove or eliminate such cause of failure to perform or delay in performance and shall, upon the cessation of the cause, diligently pursue performance of its obligation under this Agreement.

23. Counterparts. This Agreement may be executed in counterparts, all of which when taken together shall constitute one agreement, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement so executed constitutes an original.

24. Merger. This Agreement and any exhibits constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements or presentations, oral or written, not specified herein regarding this Agreement. Each party represents that this Agreement, when fully executed and delivered will constitute a legal, valid and binding obligation of the party in accordance with its terms, and that the person signing below is the authorized representative of the party with full power and authority to bind his/her principal to this Agreement.

Ashtabula County Board of Commissioners

_____ Date: _____

_____ Date: _____

_____ Date: _____

For Local Government

_____ Date: _____

_____ Date: _____

_____ Date: _____

**RESOLUTION NO. 2022-11
INTRODUCED BY: COUNCIL**

4381

**A RESOLUTION
OPPOSING THE ADOPTION OF HOUSE BILL 563,
CURRENTLY BEING CONSIDERED BY A COMMITTEE
OF THE OHIO HOUSE OF REPRESENTATIVES, WHICH
PROPOSES TO LIMIT LOCAL REGULATION OF SHORT-
TERM RENTAL PROPERTY**

WHEREAS, the Mayor and Council have been advised of a bill introduced into the Ohio House of Representatives, known as House Bill 563 (“HB563”) which purports to deny municipalities the ability to prohibit short-term rental properties or to regulate the number, duration or frequency of rental periods for short-term rental properties;

WHEREAS the Council and Mayor strongly oppose proposed HB563 which will have a significant and detrimental effect on the Village and its residents who bear the burden, by preempting the Village by regulating or prohibiting short-term rental properties;

WHEREAS, HB563 would attempt to unconstitutionally interfere with the Home Rule Powers of the municipal corporations in the State of Ohio and short-term rentals are, by their very nature, matters that should be subject to local control and should not be subjugated to state control and the preemption of the exercise of the police powers of the Village;

WHEREAS, HB563 would hinder development and Home Rule economic wellbeing to the Village and its neighboring communities;

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE
VILLAGE OF CHAGRIN FALLS, CUYAHOGA COUNTY, STATE OF OHIO, TWO-
THIRDS OF ALL MEMBERS ELECTED THERETO CONCURRING:**

SECTION 1. The Ohio General Assembly and all of its applicable committees should immediately take action to oppose the referral of HB563 out of committee and to deny passage of HB563 for all the reasons set forth in the Whereas provisions of this Resolution, as well as statements of position presented by other communities and to prohibit the Planning Commission and Council for the Village of Chagrin Falls from continuing to investigate and consider adoption of regulations regarding short-term rentals.

SECTION 2. The Clerk of Council is hereby directed to forward a certified copy of this Resolution to the Speaker of the House, the Honorable Robert R. Cupp, and representative Scott Wiggam, the Chair of the State and Local Government Committee.

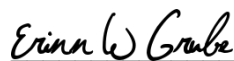
RESOLUTION 2022-11
INTRODUCED BY

SECTION 3. That actions of this Council concerning and relating to the passage of this legislation were adopted in lawful meetings of this Council and that all deliberations of this Council and of any of its committees that resulted in such formal action were in compliance with all legal requirements, including Chapter 114 of the Codified Ordinances of the Village of Chagrin Falls.

SECTION 4. That in accordance with Section 113.01 of the Codified Ordinances of the Village of Chagrin Falls, public notice of this Resolution shall also be given by posting a copy thereof for not less than fifteen (15) days in the Village Hall.

SECTION 5. This this Resolution shall take effect and be in full force after the earliest period allowed by law.

PASSED: March 14, 2022



Erinn Grube, Council President

Submitted to the Mayor for
his approval on this

15th day of March, 2022

Approved by the Mayor

03/15/2022



Mayor William Tomko

I hereby certify that Resolution No. 2022-11 was duly enacted on the 14th day of March, 2022, by the Council of the Village of Chagrin Falls and posted in accordance with Section 113.01 of the Codified Ordinances of the Village of Chagrin Falls.



David Bloom, Clerk of Council

April 2022

ASHTABULA CITY COUNCIL

Council Chambers – cc * Pre-Council Chambers – pc * August A. Pugliese Conference Room [2nd Floor] – aap

COUNCIL CALENDAR / MUNICIPAL BUILDING CONFERENCE ROOM SCHEDULE

4717 Main Avenue, Ashtabula, Ohio 44004

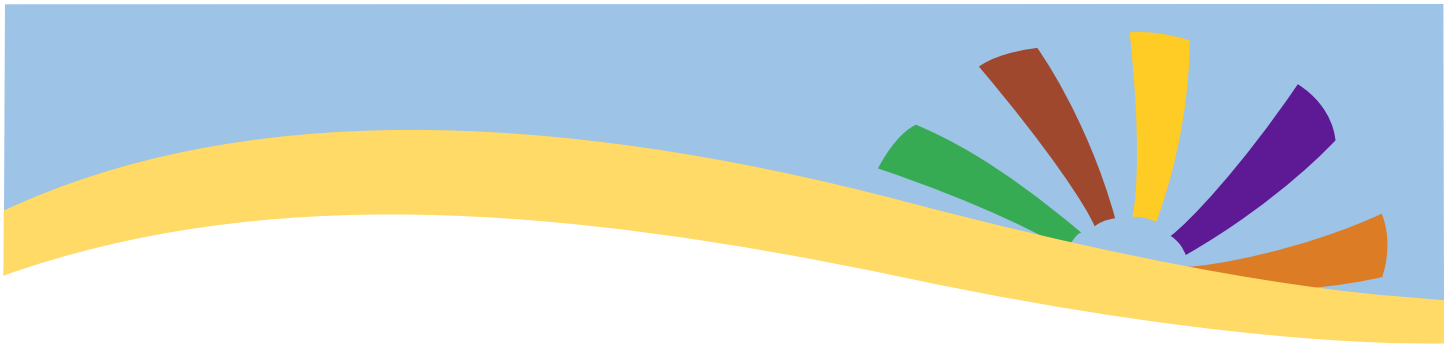
Office (440) 992-7119; Fax (440) 998-4457

Please notify Clerk of Council of additions/corrections ASAP to schedule by
emailing clerkofcouncil@cityofashtabula.com

SUBJECT TO CHANGE



Monday	Tuesday	Wednesday	Thursday	Friday
				1
4 630p Pre-Council-cc 7p Regular Mtg-cc	5 5p Parks & Rec-pc	6	7	8
11	12 4p CD/ED/P&R-cc	13 5p Ashtabula Historic Preservation Commission-cc	14	15 830a F&P-cc
18 630p Pre-Council-cc 7p Regular Mtg-cc	19	20 8a Port Authority-pc 130p Board of Health-cc 5p Civil Service Commission-aap	21 530p Planning Commission-pc	22
25 845a SF-cc 5p PW-cc (not streamed)	26	27	28	29



CLEAN UP ASHTABULA

* Let's take pride in our city and our community by coming together for a great cause and help support Earth Day! Please RSVP with contact person and number of volunteers in group by Monday April 18th. Lunch will be provided.

Saturday, April 30th 9a—noon

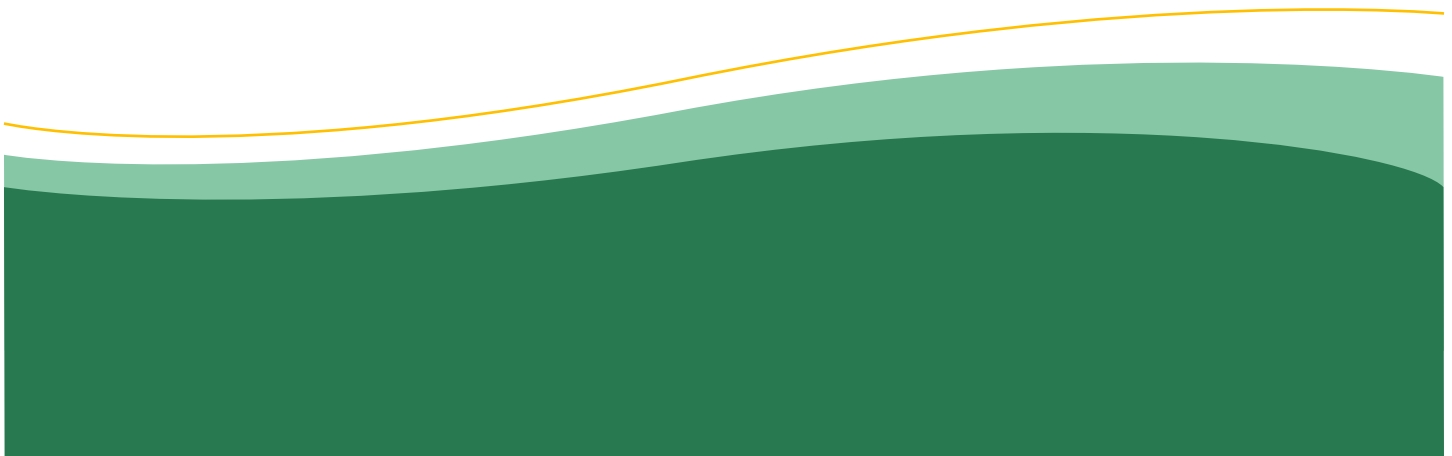
RAIN OR SHINE

**City of Ashtabula Municipal Building Parking Lot
4717 Main Avenue—Park Avenue entrance**

RSVP:

Jodi Mills—ward4@cityofashtabula.com or 440-812-5916

Jane Haines—ward5@cityofashtabula.com or 440-998-1635



Ashtabula City Health Department 440-992-7123

COVID Vaccine Hot-line 440-992-7188

Schedule Your Vaccine/Booster With The Ashtabula City Health Department Using VMS

- Visit <https://gettheshot.coronavirus.ohio.gov/>
- Select your language (default set is English)
- Click eligibility and book my appointment
- Answer the COVID-19 vaccination questionnaire
- If you are not eligible, you will be prompted to sign up for a notification when you become eligible
- If you are eligible, you will be directed to a page that allows you to search for a vaccine location near you
- Enter 44004 in the search bar to find the Ashtabula City Health Department clinics which are held at Kent State Ashtabula, Superior Intermediate or City Hall on Main Avenue. Providers with other clinics in the area with available appointments will also be listed.
- Clinics will be added as soon as vaccine is available. If you don't see a clinic appointment available, please check back frequently.

Please see <https://www.cityofashtabula.com/covid-19-vaccine> for a more detailed guide on utilizing the VMS system and FAQ's related to the VMS system.