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CITY OF SANDUSKY
BOARD OF ZONING APPEALS
MEETING

December 15th, 2011

4:30 p.m.

1st Floor Conference Room

City Building

BOARD MEMBERS PRESENT:

John Feick, Chairman

Bill Semans

Kevin Zeiher

John Mears

Ms. Handy

Ms. Enderle

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MR. CHAIRMAN: I will call
the Zoning Board of Appeals to order. Please
call the roll, whoever that is?

MS. HANDY: I guess that
would be me. Mr. Mears?

MR. MEARS: Here.

MS. HANDY: Mr. McGory?
Mr. Brown -- oh, I'm sorry, that's the wrong one.
Mr. Feick?

MR. CHAIRMAN: Here.

MS. HANDY: Mr. Semans?

MR. SEMANS: Here.

MS. HANDY: Mr. Zeiher?

MR. ZEIHER: Present.

MS. HANDY: Mr. Matthews?
Mr. Mears?

MR. MEARS: Here
again.

MR. CHAIRMAN: We have a
quorum. We have the minutes from the both
October 20th and the 17th meetings, have you had
a chance to go through those?

MR. ZEIHER: I did. I move
to approve the minutes submitted from October

1 20th 2011 and November 17th, 2011.

2 MR. MEARS: I second.

3 MR. CHAIRMAN: We have a
4 motion and a second. Any questions on that? If
5 not, all those in favor say aye.

6 ALL MEMBERS: Aye.

7 MR. CHAIRMAN: Opposed?

8 Okay, the first item on the agenda is an
9 application to consider a request for a front
10 yard setback variance to allow a second story
11 addition on the property located at 425 Anderson
12 Street, filed by Poulos & Schmid Design Group on
13 behalf of William and Marion Bogzevitz. I'm
14 sorry if I butchered that. We have the staffs --
15 we have to get rid of a couple things here --
16 report. And before, I guess before we get into
17 that, I don't know, are these people here or
18 their representatives?

19 MS. RIEDEL: They're not
20 here.

21 MR. CHAIRMAN: That makes it
22 real easy, we don't need to swear them in. Do we
23 need to swear you in for that? I guess if you
24 wanted to say something. Some representatives
25 are coming right now. Okay, you're up. Okay.

1 We're going to swear you in and the staff, so
2 please raise your right hand, state your name and
3 address. Name and address?

4 MR. SCHMID: Greg Schmid,
5 3709 Scottley Drive.

6 MR. CHAIRMAN: Do you swear
7 to tell the truth, the whole truth, and nothing
8 but the truth?

9 MR. SCHMID: I do.

10 MR. CHAIRMAN: You are sworn,
11 as is the staff.

12 MR. MEARS: Are you the
13 only one that's going to speak?

14 MR. SCHMID: Yes, this
15 is -- I'm observing.

16 MS. RIEDEL: I'm speaking
17 against it.

18 MR. CHAIRMAN: Okay, then
19 you'll need to be sworn in also.

20 MS. RIEDEL: All right.

21 MR. CHAIRMAN: Raise your
22 right hand, please. State your name and address.

23 MS. RIEDEL: Name is
24 Riedel, 439 Anderson Street.

25 MR. CHAIRMAN: Do you swear

1 to tell the truth, the whole truth, and nothing
2 but the truth?

3 MS. RIEDEL: I do.

4 MR. CHAIRMAN: Thank you.

5 You are sworn in. Okay. In back we have the
6 staff's report, is there anything additional or
7 any other letters or anything that we've received
8 for it?

9 MS. RIEDEL: No, not for
10 that one.

11 MR. CHAIRMAN: Okay. You've
12 seen the staff's report?

13 MR. SCHMID: Yes.

14 MR. CHAIRMAN: Okay. You're
15 on.

16 MR. SCHMID: What we're
17 looking to do for the owners of the boathouse is
18 to create, extend the second floor out so that it
19 will allow them additional living space. As far
20 as the first floor and site lines, that would be
21 a couple of columns, it would be not obstructing
22 the site lines on the first floor. So it's
23 really just on the second floor extending the
24 roofs out. We'd like to come out to the property
25 line, like was allowed across the street at that

1 boathouse on the second floor of that deck that
2 was just added within the past year. The first
3 floor and really just the garage is, and like I
4 said, a couple of columns and just to find the
5 entrance there, we'd like to come out about ten
6 feet on the second floor. And that's -- the
7 owners, they're basically here every weekend.
8 They come in Friday night and go back Sunday or
9 Monday morning, and would like to have this
10 additional living space, as they noted on the
11 application, for the future when they retire, and
12 they'd like to live in Sandusky in this boathouse
13 and make that their home, so they're looking for
14 a little bit more space to do so. And that's our
15 request. Okay. Is there anyone else in the
16 audience that wishes to speak in favor of this
17 request? You already have been sworn in. Do you
18 wish to speak against the request?

19 MS. RIEDEL: Correct.

20 MR. CHAIRMAN: State your
21 name and address, again please.

22 MS. RIEDEL: Linea
23 (phonetic) Riedel, 439 Anderson Street.

24 MR. CHAIRMAN: So you're
25 further towards the water?

1 MS. RIEDEL: I'm further --
2 south, like two houses.

3 MR. CHAIRMAN: Okay.

4 MS. RIEDEL: It was my
5 understanding in looking at the drawings and I
6 had stopped and talked with someone from the
7 Planning Committee when I picked these up, that
8 that they were asking to come to the street, that
9 that would be a zero variance, it would be to the
10 street?

11 MR. CHAIRMAN: Well, it's to
12 the right-of-way, the street --

13 MS. RIEDEL: Okay.

14 MR. CHAIRMAN: -- the paved
15 street that you see there is probably 20 feet
16 wide, which is probably another 10 or 12 feet in
17 from the pavement.

18 MS. RIEDEL: There is a
19 waterline that runs on their property that would
20 be directly underneath that would be directly
21 underneath, that is currently directly underneath
22 their concrete driveway, so now you want to --
23 they want to add a structure up and more weight
24 on top. So if there would be any problem with
25 weight and that water -- we've had a number of

1 water breaks down there, so if they add all that
2 weight onto that property then we have a
3 potential another water break problem.

4 As far as blocking views, I disagree on
5 that too. I live two houses north. I have a,
6 actually, I have a porch that sits in the front
7 and for this second floor will block my view
8 going towards Cedar Point.

9 MR. ZEIHNER: Is this your
10 house here, (pointing?)

11 MS. RIEDEL: No. My house
12 is here, (pointing.) This is their house, this
13 is that -- I'm right here.

14 MR. ZEIHNER: Oh, okay.
15 Here. You can see, this is your corner here?

16 MS. RIEDEL: I'm on the
17 corner of Anderson.

18 MR. CHAIRMAN: That's your
19 house? This is their boathouse?

20 MS. RIEDEL: Yes.

21 MR. CHAIRMAN: This is the
22 one that lives right next to it and you're across
23 the road?

24 MS. RIEDEL: Right. So if
25 you look at their structure, which is here, this

1 is my front porch, so they'll be blocking me,
2 okay?

3 MR. CHAIRMAN: Okay.

4 MS. RIEDEL: And you're
5 welcome to look through those. Everybody, this
6 gentleman here just recently came to the city and
7 asked for a variance so that he could go out the
8 other 10 feet and he was turned down. And you
9 can tell -- he just finished this this fall. So
10 why is one person being able to ask for a
11 variance and being turned down and somebody else
12 is coming along and saying I want to do this,
13 and --

14 MR. SCHMID: This one was
15 turned down?

16 MS. RIEDEL: The guy to
17 the -- and that's a really old, old picture.

18 MR. SCHMID: Okay.

19 MS. RIEDEL: But he was
20 turned down for that. Everybody along that block
21 so far has remained in consistency with
22 everybody's line or the setback of the 30 feet so
23 that nobody is blocking anybody or causing any
24 trouble. Now all the sudden we have people that
25 want to, you know, start to come out and out and

1 out. Well, where is the limit? The next thing
2 you know they'll be in the street.

3 MR. SCHMID: The one across
4 did come out.

5 MS. RIEDEL: The one across
6 the street came out, but he's still got plenty,
7 he's got room to put two cars there before he's
8 hitting his porch. Or actually they've got,
9 because it's a one family owned home with two
10 apartments in it and a garage. So they've got
11 places for four cars before they even hit their
12 car -- or porch or carport whatever you want to
13 call it. It's not a carport, it's an overhang of
14 their porch. So they're not blocking anybody's,
15 you know, they're not causing any problems or
16 blocking anybody. They haven't come close enough
17 to the street if there's a problem with water or
18 sewer or anything like that. And I did talk with
19 one of the gentlemen that's on the water
20 department and he also said it was a hazard to
21 try to put a structure like that onto that
22 property. I can't tell you who the gentleman
23 was.

24 The other thing is, that I find it
25 ironic that they file for this petition during

1 the winter when half of my street -- well,
2 there's three people on that end of the street
3 during the winter, everybody else is in Florida,
4 so I'm here speaking for my street. I don't
5 really have much choice. I like Billy and I like
6 Mary Ann, but I don't like what they want to do.
7 And, you know, they've got porches in the back,
8 you know, they've got -- I mean, I don't know why
9 else they need to have more space. As you can
10 see from the pictures, they've got two porches
11 upstairs on the outside and, you know.

12 MR. SCHMID: Do you want me
13 to address a couple things?

14 MR. CHAIRMAN: Go ahead.

15 MR. SCHMID: As far as the
16 waterline, there is a waterline that comes in in
17 front of their property that obviously comes into
18 their boathouse. When these columns, they're
19 obviously going to be piles or so that won't --
20 we would not interfere, obviously, with any
21 waterlines. Wherever that distance is, if
22 we're -- if the columns are actually located
23 right over where that waterline is, when we get
24 to the next level of drawings, then we would just
25 slide that back. So the waterline is not an

1 issue as far as the design of this.

2 MR. CHAIRMAN: Are you aware
3 that there is a, a city waterline that's not in
4 the right-of-way?

5 MR. SCHMID: There's a,
6 just a water meter pit is in their driveway, so I
7 don't know where the actually city waterline is.

8 MR. CHAIRMAN: Okay.

9 MR. SCHMID: It's their,
10 it's their waterline, it comes into their
11 building is in that concrete. And as far as, as
12 far as parking, they still would have the same
13 amount of parking. We're not changing their
14 parking. They still have the same amount of off
15 street parking on their property.

16 MS. RIEDEL: And they're
17 still parking on somebody else's property.

18 MR. SCHMID: Parking on
19 somebody else's property?

20 MS. RIEDEL: Uh-huh. They
21 got somebody -- they've got three, four spaces
22 for parking, they're still parking on somebody
23 else's property.

24 MR. SCHMID: We're not
25 changing that, we're not asking them to

1 change the parking.

2 MS. RIEDEL: No. I
3 understand what you're saying, but just, you
4 know.

5 MR. SCHMID: As far as
6 across the, you know, across the street, the
7 reason that they started this was because across
8 the street that owner added on out to the
9 right-of-way. So we're not asking to come out to
10 the street, we're asking to come out to the
11 right-of-way, like as it was permitted on
12 Anderson Street.

13 MS. RIEDEL: The man, the
14 guys across the street put a porch on, which is
15 not a solid structure and it's going to block,
16 you know, block. They come out, yes, they may
17 have come out to the property line or whatever,
18 but it's open so you can still see through it.
19 What they're asking to do is a carport with a
20 bedroom and another porch upstairs, which is a
21 total block.

22 MR. CHAIRMAN: Greg, if I
23 remember correctly, when the people across the
24 street came out they wanted to put a deck only on
25 and we allowed it with the understanding that if

1 anything was done in the street and it became an
2 issue they would be responsible to take their
3 deck down so that the city could do whatever
4 work, you know, in the right-of-way and they were
5 agreeable with that. I mean, I don't know if
6 there's going to be anything, but we certainly
7 didn't be the ones to, you know, stick it to the
8 city and just say, Well, they've got this here,
9 now you've got to work around them." It was done
10 so it was the other way, so that if the city was
11 doing something that they would have to remove
12 their structure so the city could get their work
13 done. And I would be interested to know if there
14 is, if the city waterline is actually not in the
15 right-of-way, not the service to the house, but
16 the main. Because I know down there the, the way
17 things were done in the past they just ran them
18 and then they kind of then put the right-of-way
19 in later after all the boathouses were in, so.

20 MR. SCHMID: Sure.

21 MR. CHAIRMAN: So that, to
22 me, that would be a big issue, if the waterline
23 was actually, I'm talking the water main break
24 was not in the street, but just off the
25 right-of-way underneath that.

1 MR. SCHMID: That would be
2 on the property owners, it would actually not --
3 it would be part of the property owners, so I
4 doubt. I mean, it would have to be in that
5 right-of-way at some point. It couldn't be on
6 their property or you think it could?

7 MR. CHAIRMAN: I think it
8 could be down there, because the way they ran all
9 these things and they just ran everything in and
10 then they came back later and put more definition
11 as to where the right-of-ways actually were.

12 MR. SCHMID: Uh-huh.

13 MR. CHAIRMAN: Is there any
14 way, I mean, they already have a third story, is
15 there any way they could make their third story
16 larger? I mean, you've got a shed roof in the
17 back to give them more space.

18 MR. SCHMID: We did that
19 probably three years ago, we added onto the third
20 floor and extended out a little patio on the back
21 and redid a master bathroom. So that was done,
22 so this is just their next option. I think it
23 started because of what happened across the
24 street, is why they said, and in talking with a
25 couple of people in the city, they were told the

1 city was now going to allow people on Anderson
2 Street to come up to the right-of-way, so. But
3 that's just, that's hearsay or whatever, that was
4 conversation.

5 MR. MEARS: The lawyers
6 for the city, don't speak for us.

7 MR. SCHMID: So that was
8 just in conversation, so then they said, "Can we
9 do this? Can we look into it and do some design
10 work?" He didn't want to get too far, like the
11 things with the waterline and the foundations and
12 all that, that would be our next level of
13 drawings, so we just wanted to get a design and
14 concept together and see if it would be approved
15 or not, so.

16 MS. RIEDEL: The problem
17 with this is this, that whole -- that end of the
18 street is zoned commercial and recreational, so,
19 you know, once you start letting people do things
20 then it will continue and continue. I have a
21 boathouse on Bimini and the same thing has
22 happened down there where, you know, someone
23 says, "Well, I'm going to do this" and then, and
24 they, they might put a balcony on without even a
25 permit. And as long as they've got it done and

1 it's up and there before someone, you know, it's
2 finished, the city hasn't come down and say,
3 "Hey, you need to take that down, because we
4 didn't give you a permit." Then the next person
5 thinks they can do it and the next person. So
6 you got to start somewhere and nip it in the
7 butt. And the problems down there, you know, you
8 can see from the pictures, there's electric
9 poles, there's, you know, possibly waterlines,
10 you know. I'm just against letting people start
11 to do the setbacks or else we're going to have
12 this person here, this person back here, this
13 person half way up, it's going to be a mess.

14 MR. CHAIRMAN: My personal
15 feelings are that any type of structure, other
16 than a deck, I hate to see come all the way out,
17 because future problems are going to be there.
18 With that being said, you know, is there a way
19 around it? Is there, you know, you put a third
20 story, you know, shed roof on the back side? You
21 know, if you did the same thing on the front side
22 you would gain a lot of floor area on the third
23 floor that maybe you wouldn't then need the deck
24 and then, what is it, a bedroom addition they're
25 putting on it?

1 MR. SCHMID: Right. A
2 living room and then a bedroom expansion and then
3 a front. The porch is off of the living room.

4 MR. CHAIRMAN: Okay. So, I
5 mean, if you could work it up so it was up on the
6 third floor then you wouldn't need this at all.
7 Then if they had to come back and say, "Well, we
8 want a deck and a deck only," that's a different
9 avenue. But if you did come back and say, well,
10 you better make sure where the waterline is
11 before.

12 MR. SCHMID: Yes,
13 absolutely. I mean, if that was the kicker, then
14 I don't think we would be doing anything there,
15 if that waterline is right where the foundations
16 are going, but then the whole thing is off
17 anyway, so that would be -- yes, that would be
18 the dead end of the deal. If the waterline is
19 right there, we pull it back to six feet or eight
20 feet or something, we obviously aren't going to
21 set anything on top of the waterlines.

22 MR. CHAIRMAN: Uh-huh. You
23 know that's something I'd like to know where it
24 is before, you know, we talked about it. But
25 like I said, I'm not in favor of an enclosed

1 space up there going up to the right-of-way.

2 MR. SCHMID: So maybe, you
3 know, to add on the deck, like they did across
4 the street?

5 MR. CHAIRMAN: The deck is a
6 possibility if you can determine that there's no
7 utilities underneath it. The city could.

8 MR. SCHMID: Right.
9 Right.

10 MR. CHAIRMAN: I don't think
11 there is.

12 MR. SCHMID: Because maybe
13 to add the deck. Really what they're trying to do
14 is make the front of their boathouse look a
15 little nicer so that -- and it is a nicest
16 looking one on the street, but it, still they
17 just, they feel it needs a little bit of
18 gingerbread and some of the details would make it
19 nice for Anderson Street. So they're looking to
20 improve that, the whole look of that street as
21 well. But maybe the deck would be enough and
22 then they can just change some roof lines above
23 that. But we would like to be able to bring the
24 roof line out though, too, over that deck, just
25 not enclose it then, so.

1 MR. CHAIRMAN: The problem
2 with that is, is that somewhere down the road all
3 the sudden you see it screened in and then now
4 we've got an issue that we've got a deck that's
5 now supporting the roof.

6 MR. SCHMID: Right.

7 MR. CHAIRMAN: And now the
8 reason we allowed the people across the street
9 was that to have the deck and a fence around it
10 so --

11 MR. SCHMID: So it may
12 only be the deck.

13 MR. CHAIRMAN: Yes.

14 MR. SCHMID: I mean,
15 that's fair. That's for you guys to decide, so
16 I'm just, they, this is what they would like to
17 improve their property, so if it doesn't --

18 MR. CHAIRMAN: Again, I'm
19 only one of four tonight, but, you know, it might
20 be that if we fenced it, if we tabled this for a
21 month and go back to them and ask them, say,
22 "Look, they may -- it appears that John is
23 reluctant to let this go look through as is, they
24 might let us have a deck with not a roof on it.
25 We also need to out where this waterline is, if a

1 waterline is there we may not even be able to
2 have a deck."

3 MR. SCHMID: That's fair.

4 MR. CHAIRMAN: If we table it
5 for a month and find all the answers, or it takes
6 two months let us know before the next meeting
7 and we'll just hold it. That's just my opinion.

8 MR. ZEIHNER: I make such a
9 motion to wait a month or two, when you want to
10 bring it back. And you also will be notified by
11 mail.

12 MS. RIEDEL: I do
13 appreciate that. And I am a full-time resident,
14 I bought on Anderson because of the water view
15 and then to lose that it's, you know, you're
16 going to lose people on the street when you start
17 blocking them, so.

18 MR. MEARS: The second it.

19 MR. CHAIRMAN: We have a
20 motion on the table and a second. Any questions
21 on that motion?

22 MR. SEMANS: No questions,
23 but I would be reluctant to allow a variance for
24 it as it is to set any kind of presidence beyond
25 what's set across the street.

1 MR. CHAIRMAN: Okay. All
2 those in favor of the motion to table say aye.

3 ALL MEMBERS Aye.

4 MR. CHAIRMAN: Opposed? It's
5 tabled.

6 MR. SCHMID: Thank you.

7 MR. ZEIHNER: Mr. Chairman,
8 before we consume the last 10 items on our agenda
9 tonight, I would like to make a motion to go into
10 Executive Session.

11 MR. CHAIRMAN: We have a
12 motion, is there a second?

13 MR. MEARS: I second that.
14 Do we need a roll call?

15 MR. CHAIRMAN: We have a
16 motion and a second. Can we have a roll call
17 vote, please.

18 MS. HANDY: Dr. Semans?

19 MR. SEMANS: Yes.

20 MS. HANDY: Mr. Zeiher?

21 MR. ZEIHNER: Yes.

22 MS. HANDY: Mr. Feick?

23 MR. CHAIRMAN: Yes.

24 MS. HANDY: Mr. Mears?

25 MR. MEARS: Yes.

1 MR. CHAIRMAN: Okay, we'll go
2 into Executive Session, if everybody could leave
3 the room for us, please, that would be
4 appreciated.

5 **THEUPON, the Board Members went into**
6 **Executive Session.**

7 MR. ZEIHNER: I make a
8 motion to come out of Executive Session.

9 MR. CHAIRMAN: We have a
10 motion. I need a second?

11 MR. MEARS: I second.

12 MR. CHAIRMAN: Roll call,
13 please.

14 MS. HANDY: Mr. Zeiher?

15 MR. ZEIHNER: Yes.

16 MS. HANDY: Mr. Semans?

17 MR. SEMANS: Yes.

18 MS. HANDY: Mr. Mears?

19 MR. MEARS: Yes.

20 MS. HANDY: Mr. Feick?

21 MR. CHAIRMAN: Yes. There
22 are 10 items on the agenda that were tabled back
23 on October the 20th. While they all appear to be
24 similar, they are all unique under themselves and
25 therefore different from all others. While we

1 have allowed all the testimony to be -- from one
2 property to be relevant on all the property, the
3 decisions that we will make will be on each
4 property separately. And a decision that we make
5 on one property may or may not be different than
6 that on another property.

7 I want reiterate something that Mr.
8 Zeiher said back in the October meeting, that we,
9 the Members of the Zoning Board of Appeals are
10 not a legislative body, we do not make
11 legislative decisions, nor can we change the
12 code. And please do not take these proceedings
13 personally from any of the members of the Board,
14 we are, none of us are paid, none of us work for
15 the City, we are the citizens of the City of
16 Sandusky. I am only one of the five members of
17 the Zoning Board of Appeals and I have my
18 opinions on all the specific issues. I have not
19 reviewed my opinions with other members of the
20 Board, the employers, or consult with the City or
21 any other person. The other members have their
22 own opinions, which may or may not be similar to
23 mine. It is my opinion that we are here to
24 render a decision on whether the City of Sandusky
25 has properly issued a notice of a zoning

1 violation, a cease and desist order, and if the
2 zoning violation acts as a nonconforming use of
3 the property zoned at R175 and R2F, specifically
4 rendering on a transient basis for subject
5 property.

6 It is also my opinion that whether
7 certain departments in the city were aware of
8 these rental arrangements does not change whether
9 this issue is a zoning violation or not, at least
10 as they're brought before this Board. Further,
11 it is my opinion that the court cases involving
12 similar issues in other jurisdictions, while they
13 may have broad issues and appear germane to the
14 City of Sandusky Zoning issues, they are not
15 reviewed in those court specifically using the
16 City of Sandusky Zoning Code.

17 With that, we will start at the top of
18 these and we'll need to bring these up from being
19 tabled one at a time. I need a motion for the
20 first one.

21 MR. ZEIHNER: I would move
22 to bring the Appeal of City of Sandusky Notice of
23 Zoning Violation to John and Ann Arnold, at 1717
24 Curran Street, off the table and before the
25 Board.

1 MR. MEARS: I second.

2 MR. CHAIRMAN: Okay. Roll

3 call vote, please.

4 MS. HANDY: Mr. Semans?

5 MR. SEMANS: Because I

6 wasn't at the October meeting where most of the

7 hearing took place, I'm going to abstain from all

8 the rest of these items.

9 MS. HANDY: Mr. Zeiher?

10 MR. ZEIHHER: Yes.

11 MS. HANDY: Mr. Mears?

12 MR. MEARS: Yes.

13 MS. HANDY: Mr. Feick?

14 MR. CHAIRMAN: Yes. I have a

15 couple of questions that have come up. Well,

16 first, one other thing, there were a group of

17 letters that had been sent out that the city has

18 received and I don't know if they've shared those

19 with all the property owners.

20 MS. HANDY: I don't know

21 if Mary sent them to all the property owners.

22 MR. CHAIRMAN: Barry, did you

23 get any of these letters?

24 MR. VERMEEREN: No.

25 MR. PETERS: No. We didn't

1 get any either.

2 MR. CHAIRMAN: Okay.

3 MS. HANDY: Do you want me
4 to go make copies for them?

5 MR. CHAIRMAN: What's that?

6 MS. HANDY: Do you want
7 us to go make copies?

8 MR. CHAIRMAN: Well, I'm not
9 going to read them, because there's one, two,
10 three, four, five, six, seven letters. They are,
11 all have to do with the Cedar Point properties.
12 How many parties are here for the Cedar Point
13 properties? One, two, three, four. Why don't,
14 because we're going to talk about Mr. Arnold's
15 first, have someone make a copy, then they can
16 have a chance to go through them real quick. Do
17 you have all of them?

18 MS. ENDERLE: I think we've
19 got -- not the last one.

20 MR. ZEIHNER: And the one
21 you've handed out. Okay.

22 MR. CHAIRMAN; I have just a
23 couple questions and Mr. Rengel, you are
24 representing Mr. Arnold? Mr. Rengel is not here?

25 MR. ARNOLD: No.

1 MR. CHAIRMAN: Okay, John,
2 you're representing yourself today?

3 MR. ARNOLD: That sounds
4 good.

5 MR. CHAIRMAN: Okay. John,
6 you had said something about you had gotten an
7 appraisal report from Delahunt, were you able to
8 get your hands on it? I mean, did you try
9 calling them again to see if they could provide
10 it?

11 MR. ARNOLD: I gave
12 everything -- everything on there states that it
13 was appraised and on there recreational and
14 commercial.

15 MR. CHAIRMAN: I didn't see a
16 copy of it, I didn't know.

17 MR. ARNOLD: Actually there
18 was five, five different appraisals. Five
19 appraisals over the years and, and with four
20 different engineers, or whoever they do that,
21 appraiser guys, all came up with the same -- all
22 came up with the same thing.

23 MR. CHAIRMAN: Okay. John,
24 when you registered your rental units with the
25 city, how do you classify them? I mean, there's

1 a rental form that you fill out with the city?

2 MR. ARNOLD: Yep.

3 MR. CHAIRMAN: How do you
4 register them?

5 MR. ARNOLD: Just like I do
6 right there.

7 MR. CHAIRMAN: Well, I mean,
8 are they single family, duplex, multi-family room
9 and houses?

10 MR. ARNOLD: Just rentals.

11 MR. CHAIRMAN: Okay. But the
12 form has specifics for each, whether it's a
13 single family, duplex, a multi-family.

14 MR. ARNOLD: Duplex, that's
15 what I'm zoned for.

16 MR. CHAIRMAN: So you just
17 marked on it that it's a duplex and turn it back
18 in?

19 MR. ARNOLD: My wife does
20 all that, John.

21 MR. CHAIRMAN: Okay.

22 MR. ARNOLD: Okay.

23 MS. EBNER: We're good
24 people, us wives.

25 MS. ARNOLD: I think that's

1 what we do. Yes.

2 MR. CHAIRMAN: On the top of
3 that rental agreement it says, and it's from the
4 Division of Code Enforcement for multiple
5 premises or rental unit registration. It says,
6 "All unit registrations must meet the zoning
7 requirements, this is a rental registration and
8 does not give permission to rent a unit in
9 violation of the city, of the of the Zoning
10 Code."

11 MR. ARNOLD: Okay.

12 MR. CHAIRMAN: In essence,
13 what it is, what you're doing, you're agreeing
14 that you're not going to violate the Zoning Code.

15 MR. ARNOLD: John, I was
16 never aware I was violating anything.

17 MR. CHAIRMAN: Never anybody
18 from the city saying, "Well, they told me I'm
19 fine, I'm just," you know, just sent it.

20 MR. ARNOLD: They used to
21 come out and inspect the unit when they had the
22 manpower to do that every year.

23 MR. CHAIRMAN: Right.

24 MR. ARNOLD: They knew then
25 what I was doing.

1 MR. CHAIRMAN: John, what's
2 the time period that you normally rent the
3 property for?
4 MR. ARNOLD: Middle, on --
5 MR. CHAIRMAN: No. I mean,
6 week, daily, weekly, monthly?
7 MR. ARNOLD: Most of it's
8 by the week, and there's some daily in there. I
9 mean, we go usually go from about the middle of
10 May until about the 1st of October. Once Labor
11 Day hits it's really low.
12 MR. CHAIRMAN: When someone
13 is there renting it by the day what are you
14 furnishing, it is a furnished apartment?
15 MR. ARNOLD: Yes. They
16 don't need to bring nothing.
17 MR. CHAIRMAN: Okay. So, I
18 mean, other than some food in the fridge, they
19 just show up?
20 MR. ARNOLD: They show up,
21 yes.
22 MR. CHAIRMAN: Okay. So, in
23 essence, John, your property is then similar to
24 what a motel room would be or --
25 MR. ARNOLD: Not a motel,

1 no. A motel doesn't have all the furnishings.

2 MR. CHAIRMAN: Because, I
3 mean, they don't have to bring anything?

4 MR. ARNOLD: Like a
5 refrigerator?

6 MR. VERMEEREN: Motels can't
7 have kitchen units by in the code.

8 MR. CHAIRMAN: Well --

9 MR. PETERS: That's
10 absolutely correct.

11 MR. CHAIRMAN: What I'm
12 trying to get at is that, again, it's someone
13 coming, they're not setting up a household, they
14 are just showing up, it's a vacation?

15 MR. ARNOLD: Right.

16 MR. CHAIRMAN: They're
17 renting it for a day or a couple days or a week?

18 MR. ARNOLD: Yes.

19 MR. CHAIRMAN: And they're
20 just there for a vacation, they're gone, and
21 they're not setting up a household and they're
22 leaving?

23 MR. ARNOLD: Right.

24 MR. CHAIRMAN: That's what
25 I'm trying to get at.

1 MR. ARNOLD: Right. From
2 the day I brought that property, John, I thought
3 I was zoned recreational and commercial from day
4 one. I mean, when I came to the city and did
5 that they gave me permission to do that, they
6 knew what I was doing.

7 MR. CHAIRMAN: Okay.

8 MR. ARNOLD: Okay? And as
9 I was being expanded and bought more properties
10 down there and remodeled them, you know, they
11 came in and gave us our permits and we did
12 everything the way it was supposed to be done
13 and, it's -- I mean, if you go back and look at
14 all the people that did that stuff, they all
15 did -- obviously I didn't hide nothing. I was,
16 at one I was connected to your city website
17 there, okay? I mean, I didn't hide nothing,
18 because I was completely unaware of that, I
19 thought I was recreational and commercial.

20 MR. CHAIRMAN: Okay. When
21 these people come do you have a, some type of an
22 agreement that they sign or is it, you know
23 someone --

24 MR. ARNOLD: Just a
25 reservation form.

1 MR. CHAIRMAN: A reservation
2 form?

3 MR. ARNOLD: Uh-huh.

4 MR. CHAIRMAN: So not a
5 lease, not a rental agreement or any, just that
6 they're coming, they're going to be here --

7 MR. ARNOLD: Right.

8 MR. CHAIRMAN: -- the second
9 week of July?

10 MR. ARNOLD: It's a binding
11 agreement, yes.

12 MR. CHAIRMAN: Okay.

13 MR. ARNOLD: It's from
14 whatever time period that they're going to be
15 there, you know, it states that they can't use
16 the property under any unlawful situations. And
17 in the 23 years I've never had no complaints.

18 MR. CHAIRMAN: Okay.

19 MR. ARNOLD: Nothing.

20 MR. CHAIRMAN: Now, if they
21 come and they say, "Gee, John, we're having a
22 good time, I'd like to stay longer."

23 MR. ARNOLD: I can't do it,
24 because usually I'm full. I'm booked.

25 MR. CHAIRMAN: Okay.

1 MR. ARNOLD: I am usually
2 booked. By the 1st of April and I'm usually
3 booked 80 percent.

4 MR. ZEIHNER: John, you
5 mentioned last time you were here that you
6 received a letter from one of the city managers,
7 were you able to put your hands on that?

8 MR. ARNOLD: No. I went
9 back to Citizens Bank and they actually went to
10 their -- and they had a warehouse somewhere, I
11 don't know, nothing was -- I had to have that, I
12 had to actually have a letter from the Visitors
13 Bureau, she was in support of it, I can't
14 remember her name.

15 MR. ZEIHNER: Joan
16 Vanofferan (phonetic?)

17 MR. ARNOLD: Joan
18 Vanofferan. And then the bank wanted a letter
19 from the City of Sandusky. And the more I keep
20 thinking about it, I think Ron, what's his name,
21 Ron, a retired building inspector, what was his
22 name?

23 MR. CHAIRMAN: Schnurr?

24 MR. ARNOLD: Ron Schnurr, I
25 think actually he wrote that up, because since

1 the bank wanted a guarantee that I could do this,
2 because I was the first one there who walked in
3 and ask for a loan to do this type of thing.
4 They've never had a request for that before. And
5 so I got a letter, I guess it's been 23 years
6 ago, 24 years actually when I first started this
7 thing, and they were happy with that, but that
8 letter is nowhere to be found. And we just,
9 about six months ago, destroyed everything from
10 '91 down. We just destroyed everything, so we
11 don't have a copy of it either, you know. But
12 did I have permission from the City of Sandusky,
13 and actually I've had some of the commissioners
14 over the years put their families in there.
15 Several of them over the years have brought their
16 families in and stayed there. There's, actually
17 on our street, John, there is, I counted them up,
18 out of both blocks there is only 11 residents
19 there year-around, 11, that's it. From Meigs
20 Street to the end of Curran Street that's all
21 there is. Everything else is weekend warriors
22 and everything else they do down there. It's a
23 great little area, I've done wonders for that
24 place down there.

25 MR. MEARS:

If we turned

1 you down you would be applying for a zoning
2 change?

3 MR. ARNOLD: It's already
4 made out. The check and everything is all ready
5 to go, sir.

6 MR. ZEIHNER: Is the same
7 for your 723 Curran Street property?

8 MR. ARNOLD: I might as
9 well do them all. There's only three parcels
10 there that's not zoned that, it all the way
11 around. People behind me do these vacation
12 rentals, okay? They're everywhere, I mean,
13 they're not -- I shouldn't say they're
14 everywhere, but that type of vacation, I mean,
15 that type of recreational and commercial is all
16 around me down there. I mean, I can look out my
17 back door and see tourists on these peoples'
18 decks every day. So, I mean, the decks are only
19 35 feet apart.

20 MR. CHAIRMAN: Any other
21 questions?

22 MR. ARNOLD: If you approve
23 it I'll still go ahead with the zoning thing too,
24 if that makes you feel any better.

25 MR. ZEIHNER: I have no

1 further questions.

2 MR. CHAIRMAN: Okay. Do we
3 need a motion?

4 MR. MEARS: I move this
5 appeal be denied.

6 MR. ZEIHNER: I second it.

7 MR. CHAIRMAN: We have a
8 motion and a second to deny the appeal on 717
9 Curran Street? Any questions on that motion?
10 Please call the roll.

11 MS. HANDY: Dr. Semans?

12 MR. SEMANS: Once again,
13 I'm going to abstain, you can leave me off.

14 MS. HANDY: You just want
15 me to leave you off the roll. Mr. Zeiher?

16 MR. ZEIHNER: Yes.

17 MS. HANDY: Mr. Mears?

18 MR. MEARS: Yes.

19 MS. HANDY: Mr. Feick?

20 MR. CHAIRMAN: Yes. The
21 appeal for 717 is denied.

22 MR. ARNOLD: Should I just
23 go ahead with the zoning rechange then?

24 MR. MEARS: Pardon me?

25 MR. ARNOLD: Should I just

1 go ahead with the zoning rechange then?

2 MR. MEARS: Yes.

3 MR. ARNOLD: Okay.

4 MR. MEARS: You'll go
5 through the process of the zoning and come to the
6 Planning Commission.

7 MR. ARNOLD: Okay. Thank
8 you.

9 MR. CHAIRMAN: The second
10 item is 731 Curran Street. We need to bring that
11 from being tabled.

12 MR. ZEIHNER: I would move
13 to bring 723 Curran Street appeal off the table
14 and before the Board.

15 MR. MEARS: I second.

16 MR. CHAIRMAN: Roll call,
17 please.

18 MS. HANDY: Mr. Zeiher?

19 MR. ZEIHNER: Yes.

20 MS. HANDY: Mr. Mears?

21 MR. MEARS: Yes.

22 MS. HANDY: Mr. Feick?

23 MR. CHAIRMAN: Yes. Do we
24 have anything different or other different
25 questions for this property then we did from the

1 previous? If there is none, then do we have a
2 motion?

3 MR. MEARS: Mr. Chairman,
4 I move this request be -- this appeal be denied.

5 MR. ZEIHNER: I second.

6 MR. CHAIRMAN: We have a
7 motion and a second to deny this appeal. Any
8 questions on that motion? Roll call vote,
9 please.

10 MS. HANDY: Mr. Zeiher?

11 MR. ZEIHNER: Yes.

12 MS. HANDY: Mr. Mears?

13 MR. MEARS: Yes.

14 MS. HANDY: Mr. Feick?

15 MR. CHAIRMAN: Yes. That

16 item has been turned down also.

17 The next item that has been table was
18 1825 Cedar Point Road.

19 MR. ZEIHNER: Mr. Chairman,
20 I'll make a motion to bring the 1825 Cedar Point
21 Road Appeal off the table and before the Board.

22 MR. MEARS: I second.

23 MR. CHAIRMAN: We have a
24 motion and a second. Can I have the roll call
25 vote, please?

1 MS. HANDY: Mr. Zeiher?
2 MR. ZEIHHER: Yes.
3 MS. HANDY: Mr. Mears?
4 MR. MEARS: Yes.
5 MS. HANDY: Mr. Feick?
6 MR. CHAIRMAN: Yes. This was
7 a first of eight. Now you've had, I hope -- I
8 don't know if all of you had a chance to read
9 through the letters? Did Mary get them to you?
10 MR. ZEIHHER: Purased them.
11 MR. CHAIRMAN: Okay.
12 MS. EBNER: Which really
13 there are eight different people though and
14 considering there are 150 some houses on this
15 street really seem kind of irrelevant. When you
16 consider that all of us were blasted with e-mail
17 asking to write to you, only this many people
18 wrote. I mean, all the Cedar Point property
19 owners got a blast, an e-mail blast asking to
20 write letters to you and only this many people,
21 and one of this -- one of these is husband and
22 wife, but like three pages are from them or three
23 different correspondence are from them. It seems
24 to me a statistically insignificant number of
25 people are objecting.

1 MR. CHAIRMAN: Well, I think
2 the problem is not so much the statistically, is
3 that there, a couple of these are next door
4 neighbors of ones that had been rented and they
5 had problems and so they're bringing them to our
6 attention, so.

7 MS. EBNER: One is a next
8 door neighbor, one is not a next door neighbor.
9 That next door neighbor now has no problem with
10 it, but it's the person besides them, and those
11 people object when I'm in the yard doing yard
12 work any starting fires and, you know, whatever,
13 they're over there complaining all the time, so.
14 I don't know. And Ekelman, yes -- but, I'll say
15 another thing about her comment. One day she
16 called us because people were on her deck. She's
17 got a video camera up -- or not on her deck, on
18 her -- we went over there and found out what the
19 problem was. The kids were fishing from the yard
20 and one of the fishing lines went over the -- the
21 father went on over pulled it off, got right back
22 and it's the kind of thing that could happen to
23 anybody.

24 And as far as the noises and stuff, it
25 could just as easily be, I guess, the house

1 himself. I mean, he has been known to have a few
2 parties, but, I mean, he has. And this weekend
3 we're going to have a huge party at his house,
4 it's my family's Christmas party and how do they
5 know who it is that's there? We've had our
6 Christmas parties and our family reunions at his
7 house and, you know, it could just be.

8 MR. EBNER: Wedding
9 reception there.

10 MS. EBNER: Wedding
11 reception. Yes, we had to are son's wedding
12 reception there, so, I mean, how do they know
13 which is which? And they've never called the
14 police or anything, so the amount of noise level
15 to me is questionable.

16 MR. CHAIRMAN: Are you going
17 to be answering the questions on this address?

18 MS. EBNER: I'm sorry?

19 MR. VERMEEREN: No. No.

20 MR. CHAIRMAN: Okay. Who is
21 now? I mean, I have a few questions.

22 MR. VERMEEREN: Mr. Epler and
23 myself. Mr. Epler owns that house.

24 MR. CHAIRMAN: Okay. Then
25 you, I mean, some of the questions are the same

1 ones that I asked previously. Do you register
2 with the city?

3 MR. EPLER: I haven't
4 until recently. No, I have not. I registered it
5 in 2005, four, three, it went in rehabilitated it
6 in 2000, I believe, six and seven. And since
7 that time I've not registered it with the city.
8 I didn't see any reason to register it with the
9 city. It was there for a new year, and other
10 time it was there for another year, and they came
11 out and looked at it and I registered it at that
12 time.

13 MR. CHAIRMAN: Looking at
14 this last year, what were the time periods that
15 you rented it for?

16 MR. EPLER: Various time
17 periods, the minimal rental is three days. We
18 have a four page contract, all of these letters
19 do nothing, nor do they even bring up 1825 Cedar
20 Point Road. If you look at them, look at the
21 addresses, there's nothing close. All of my
22 neighbors and I discuss it, if there's a problem
23 they call me, I get rid of the people that would
24 be there, it's never happened.

25 MR. VERMEEREN: And both his

1 neighbors on either side have rented his place.

2 MR. CHAIRMAN: You know,
3 we're talking about the issue of the zoning, not
4 whether people like it or not.

5 MR. EPLER: Oh, yes, we
6 are. We're talking about whether they like it or
7 not and whether they believe that this is -- this
8 came up because of that.

9 MR. VERMEEREN: At least to
10 these letters. But I'd like to reply to those.
11 Tell me, what's the minimum rental for the single
12 family zoned in the city of Sandusky? Tell me --

13 MR. ZEIHNER: 30 days.

14 MR. VERMEEREN: Where do you
15 get that? From the Tax Code?

16 MR. ZEIHNER: No, not from
17 the Tax Code.

18 MR. VERMEEREN: Just tell me.
19 Point it to me. That's the only place it appears
20 is in the Tax Code.

21 MR. ZEIHNER: Well --

22 MR. VERMEEREN; And you can
23 ask Carrie. Carrie, does it appear anyplace in
24 the --

25 MS. HANDY: No, not in the

1 zoning.

2 MR. PETERS: The relevance
3 to this hearing on the questions that you're
4 asking, you're pulling it from a completely
5 separate code section.

6 MR. CHAIRMAN: Actually,
7 we're not all. I mean, I haven't pulled anything
8 from any other code section. The only thing I'm
9 talking about specifically is the Zoning
10 Code.

11 MR. VERMEEREN: Exactly. It
12 doesn't -- show me where the 30 day -- everybody
13 I hear from is talking 30 days. Carrie, okay,
14 just told you 30 days does not appear in the
15 Zoning Code, zero, zip, none. So I need to know
16 what the minimum rental is can I rent, for six
17 months? Can I rent it for 45 days? Can I rent
18 it for a week? It has to be in the code or you
19 are able to do it, that's the way the codes are
20 written.

21 MR. CHAIRMAN: Okay. Well,
22 let's look at what the definitions are that are
23 in the codes.

24 MR. VERMEEREN: Sure.

25 MR. CHAIRMAN: Starting at

1 the top it says, "A dwelling unit."

2 MR. VERMEEEN: Uh-huh.

3 MR. CHAIRMAN: Means a space
4 with any dwelling, okay?

5 MR. VERMEEREN: Right.

6 MR. CHAIRMAN: We can agree
7 that that's what's in there and that's the
8 definition.

9 MR. VERMEEREN: These are all
10 single families homes, especially Mr. Eplers.

11 MR. CHAIRMAN: And that these
12 are used exclusively used all by only one family?

13 MR. VERMEEREN: Correct.

14 MR. CHAIRMAN: Okay. Now a
15 dwelling is a building designed, occupied,
16 exclusively --

17 MR. VERMEEREN: Designed or
18 occupied.

19 MR. CHAIRMAN: -- and used
20 exclusively by nontransient residential use.

21 MR. VERMEEREN: Correct.

22 MR. CHAIRMAN: Okay. A one
23 family dwelling means a building consisting of
24 one dwelling unit only.

25 MR. VERMEEREN: Correct.

1 MR. CHAIRMAN: Okay. You're
2 allowed to have accessories living in your
3 accommodations, but they are only parts thereof,
4 but they must be solely for the occupants, their
5 personal guests or persons employed on the
6 premises.

7 MR. VERMEEREN: Correct.
8 That's the accessories.

9 MR. CHAIRMAN: Non-paying
10 transients. Then we know what a -- it gives what
11 a rooming house is.

12 MR. VERMEEREN: It's not a
13 rooming house.

14 MR. CHAIRMAN: It tells us
15 what a tourist house is.

16 MR. VERMEEREN: It's not a
17 tourist house.

18 MR. CHAIRMAN: It says a
19 tourist house means a one family dwelling
20 operated by a resident.

21 MR. VERMEEREN: It's not a
22 tourist house, it's a single family home.

23 MR. CHAIRMAN: A tourist
24 house, which is a one family dwelling.

25 MR. VERMEEREN: With residents

1 of the home.

2 MR. CHAIRMAN: It's operated
3 by a resident's family.

4 MR. VERMEEREN: Right.

5 MR. CHAIRMAN: And a family
6 means either an individual, two or more persons
7 who live together in one dwelling unit and
8 maintain a common household related by blood,
9 marriage or adoption, or not more than three
10 persons not related by blood, marriage or
11 adoption.

12 MR. VERMEEREN: Correct.
13 Absolutely correct.

14 MR. CHAIRMAN: Okay. So if
15 you rent a one family house to somebody who comes
16 in for three days --

17 MR. VERMEEREN: Uh-huh.

18 MR. CHAIRMAN: They don't fit
19 that definition.

20 MR. VERMEEREN: Why not?

21 MR. CHAIRMAN: Because there
22 are more than three people.

23 MR. VERMEEREN: No. No. No.
24 No. Related.

25 MR. CHAIRMAN: They are not

1 setting up household, are they?

2 MR. VERMEEREN: It has to be a
3 single family. Okay, and this is something you
4 could enforce, it is not something that went out
5 on the cease and desist letter, okay? A single
6 family, okay? You can't enforce that, you can't,
7 there's no 30 day thing in the Zoning Code. A
8 single family is a family who is related, it
9 doesn't matter how many, it could be, John, it
10 could be your family, your extended family, okay?
11 And it could be 10 or 11 in your family renting
12 these, okay? The same would apply whether you
13 rented it for a week or a year, okay? You can't
14 bring in 20 unrelated people to rent the single
15 family house for a year. You can't bring 10
16 unrelated people into one of these places and
17 rent it for three days, okay? You could have
18 husband and a wife, their three children, her
19 sister and her husband and their four children,
20 and I would suggest each family can bring one
21 other child. You'd only have two unrelated
22 children in that mix. Now, that's something you
23 could enforce, but that has not been on this
24 cease and desist order. The cease and desist
25 order has the 30 day requirement. Carrie, no 30

1 days in the Zoning Code, period. No 10 days, no
2 six months, no three days, there's none.

3 MR. CHAIRMAN: Are they using
4 it as a dwelling unit?

5 MR. VERMEEREN: Absolutely.

6 MR. CHAIRMAN: They're
7 setting up household?

8 MR. VERMEEREN: Yes.

9 MR. CHAIRMAN: No, they're
10 not. They're bringing nothing with them.

11 MR. VERMEEREN: Tell me what
12 your definition of setting up a household?

13 MR. CHAIRMAN: I live in my
14 house, that's my household.

15 MR. VERMEEREN; okay.

16 MR. CHAIRMAN: If I go to the
17 East Coast and rent a house for a week I take
18 nothing with me, other than any clothes that I'm
19 going to use for week. I'm not setting up a
20 household, I'm going on vacation.

21 MR. VERMEEREN: I have a condo
22 at the Harbour where we have, we rent it to
23 people, okay, and they'll come in for three
24 months in the summer. Because the fire code, we
25 do have a 30 day requirement there, okay, because

1 it's high rise. But they come in for the summer,
2 they don't bring anything, we've got towels,
3 we've got sheets, we've got pots and pans, we
4 even got salt and pepper, and they live there.
5 Oh, gees, we had a couple, he was injured
6 terribly in a boating accident --

7 MR. CHAIRMAN: But I'm trying
8 to look --

9 MR. VERMEEREN: -- and they
10 lived for nine months, and they didn't bring
11 anything.

12 MR. CHAIRMAN: This
13 property, you furnish everything for them, other
14 than food?

15 MR. EPLER: We furnish
16 everything necessary, towels and sheets and they
17 come and they have to bring their own food. They
18 also set up a house, they set it up, and when
19 they leave they take it with them. It requires
20 that they be -- our lease is four pages, and it
21 is required that you have to be, everybody that
22 is there is related.

23 MR. CHAIRMAN: When they're
24 coming they are not setting up a household,
25 they're not living here.

1 MR. EPLER: Well, that's
2 what your definition is, that doesn't mean --
3 MR. CHAIRMAN: But there
4 is -- but -- okay.
5 MR. VERMEEREN: But even if
6 that was -- there's no requirement in the Zoning
7 Code that they set up a household.
8 MR. CHAIRMAN: Yes, there is.
9 MR. VERMEEREN: No.
10 MR. CHAIRMAN: Well --
11 MR. VERMEEREN: There's no
12 requirement.
13 MR. CHAIRMAN: The only way
14 you can get to this is --
15 MR. VERMEEREN: And your idea
16 of setting up a household, respectfully, might be
17 quite different from my idea of setting up a
18 household.
19 MR. CHAIRMAN: Well, I'm
20 trying to differentiate it. If I, and I rent
21 property in the City of Sandusky, when I rent
22 property in the City of Sandusky, rental
23 property, they get four walls and a roof. It's
24 rental properties.
25 MR. VERMEEREN: But there are

1 fully furnished rental properties.

2 MR. CHAIRMAN: There may be.

3 MR. VERMEEREN: No, there is.

4 MS. EBNER: There are.

5 MR. VERMEEREN: At the Harbour
6 that I rent out.

7 MR. PETERS: Chesapeake is
8 one, there are --

9 MR. CHAIRMAN: They're not
10 zoned single family residential, like it is at
11 Cedar Point, are they? You're in high-rise, it
12 can't be zoned single family. The Chesapeake
13 isn't zoned single family.

14 MR. VERMEEREN: So what you're
15 saying is --

16 MR. CHAIRMAN: Well, I'm
17 looking at this, the zoning here is single
18 family.

19 MR. VERMEEREN: Well, let's
20 get back to the cease and desist order was not
21 built upon a household. The word household
22 doesn't appear in what we were heading, okay?
23 Neither did the word single family, and the
24 definition that applies, which I think is valid,
25 that didn't apply in the cease and desist order.

1 MR. CHAIRMAN: Why wouldn't
2 it?

3 MR. VERMEEREN: It didn't.
4 The one that we have is on the appeal here said
5 that you couldn't rent it for less than 30 days,
6 that's the only base for cease and desist order.
7 If you want to issue another one, that's fine,
8 we'll take that up, too. But you can't make your
9 ruling here today on words like household or
10 other things that don't apply in this cease and
11 desist order. This is the only thing that we've
12 appealed, okay? Not single family, not
13 household, okay? If you take a look at the cease
14 and desist order it is very defined and it has
15 nothing to do with a definition of setting up a
16 household, whatever, and respectfully, John,
17 you're a good man, but whatever the heck that
18 means.

19 MS. EBNER: It says on a
20 transient basis.

21 MR. VERMEEREN: Yes. Uh-huh.
22 On a transient basis.

23 MR. KAUFMAN: You mention 30
24 days.

25 MR. VERMEEREN: 30 days in

1 jail.

2 MR. KAUFMAN: I don't -- but
3 it doesn't talk about you can't rent it -- you
4 have to rent it at least 30 days, it says you
5 can't rent it on a, quote, "transient basis."

6 MR. VERMEEREN: Right. And
7 the law in the State of Ohio is you cannot use
8 the word transient.

9 MR. CHAIRMAN: Well,
10 that's -- we're not talking about what that is
11 here, we're talking about what is in the City of
12 Sandusky Zoning Code.

13 MR. VERMEEREN: Respectfully,
14 I think you are.

15 MR. CHAIRMAN: We agreed that
16 we would talk about what's in the Zoning Code,
17 not what's in Toledo's Code, not what anybody
18 else has had, what we may use in the future.
19 We're talking about what's in the Zoning Code
20 here.

21 MR. VERMEEREN: John,
22 respectfully, respectfully, when courts makes
23 laws they are as black and white as your 55 mile
24 an hour speed limit laws, just a different way of
25 making the law. And you, as a representative of

1 the city, as a Board, have to follow the case law
2 of the State of Ohio.

3 MR. CHAIRMAN: No. We're
4 here to follow the Zoning Code and only the
5 Zoning Code.

6 MS. EBNER: But she just
7 told you it's not in there.

8 MR. VERMEEREN: I disagree.

9 MR. CHAIRMAN: Well, that's
10 good and your disagreement can take it to the
11 next level, depending on what happens here.

12 MR. VERMEEREN: That would
13 bring me back. What is the smallest number of
14 days that a person can rent a single family home
15 in the City of Sandusky?

16 MR. CHAIRMAN: Again, that
17 isn't the issue here. The issue here is whether
18 it was transient or nontransient.

19 MR. VERMEEREN: What does
20 transient mean?

21 MR. CHAIRMAN: It means --
22 what we have is defined what nontransient is.

23 MR. VERMEEREN: Tell me what
24 nontransient means?

25 MS. EBNER: And you cannot

1 legally define a word without using it --

2 MR. PETERS: It's not in
3 the Zoning Code, that's defined in the Tax Code.
4 That's the whole issue here.

5 MR. CHAIRMAN: I'm just
6 looking --

7 MR. VERMEEREN: To me a
8 transient person is a person that comes to Cedar
9 Point from Michigan and goes back to Michigan
10 that night. A person that goes to a Greyhound
11 Bus Station and is dropped off, gets on a bus and
12 goes to Illinois, that is a transient.

13 MR. CHAIRMAN: So if somebody
14 comes in for three days and goes to Cedar Point,
15 they're not a transient?

16 MR. VERMEEREN: I don't think
17 so.

18 MS. EBNER: That's the
19 whole point.

20 MR. VERMEEREN: I don't think
21 so.

22 MR. PETERS: There's no
23 defin --

24 MR. CHAIRMAN: Are you saying
25 that because that just fits, you know, what, how

1 this may be used?

2 MR. VERMEEREN: No.

3 MR. CHAIRMAN: If he uses it
4 for one night he's not transient?

5 MR. VERMEEREN: No. When you
6 have a law that says you can put a person in jail
7 for 30 days, that person has to have a clear
8 understanding of what he can do and what he
9 cannot do. And the word transient is not defined
10 enough to put a person in jail for 30 days. You
11 can't use those types of things, okay? You just
12 can't.

13 MR. CHAIRMAN: Well, see, the
14 fact that we have it defined as nontransient, and
15 the fact that nontransient is defined means
16 transient is, because it's the out.

17 MR. PETERS: With all due
18 respect --

19 MR. VERMEEREN: It'
20 means something -- the Court of Appeals said it
21 means something different to every single person,
22 different person.

23 MS. EBNER: Uh-huh.

24 MR. CHAIRMAN: Again, that
25 was what the Court of Appeals to be versus what

1 was done in Toledo?

2 MR. VERMEEREN: The same
3 issue.

4 MR. CHAIRMAN: I'm just going
5 here -- Barry, you want to talk about things that
6 don't exist in our Zoning Code. I only want to
7 talk about what's in the Zoning Code.

8 MR. VERMEEREN: The Zoning
9 Code is unenforceable by State Law. This case
10 was lost by the City of Sandusky in 2001 when
11 that decisions was granted, the City just doesn't
12 know it yet. And that applies, went up to the
13 Supreme Court, the Supreme Court refused to hear
14 it, that is the law of the State of Ohio,
15 especially in the Sixth District, which is Erie
16 County. Kevin knows that. Kevin, I'm surprise
17 you don't --

18 MR. ZEIHNER: Barry, again,
19 I'm not here acting as an attorney for the City
20 of Sandusky. I have read the case and there are
21 some issues in that case that are similar to the
22 ones that are before us today. But it also, if I
23 can locate the case, let me see. It --

24 MR. VERMEEREN: Given these
25 definitions and the actual length of time that it

1 would be determined to be a transient duration is
2 entirely subjective for every -- for instance,
3 every person could have a different opinion
4 concerning how quickly one would have to pass in
5 and out of existent to constitute transient. It
6 clearly terms the -- the subjective
7 interpretations determine that meaning are vague,
8 they violate the due process clauses. And they
9 find that the use of those terms in the code
10 section are unconstitutionally vague, violate the
11 due process of the United States and Ohio
12 Constitution and are thereby rendered void.
13 Void. You can't enforce them.

14 MR. CHAIRMAN: Are you saying
15 the City of Sandusky or are you talking the City
16 of Toledo?

17 MR. VERMEEREN: The City of
18 Sandusky.

19 MR. CHAIRMAN: I thought this
20 was a City of Toledo Code.

21 MR. VERMEEREN: The 6th
22 District Court of Appeals very strongly applies
23 to anyone in Erie County.

24 MR. CHAIRMAN: Was this a
25 City of Toledo lawsuit or a lawsuit against the

1 City of Sandusky?

2 MR. VERMEEREN: The principal
3 annunciate it.

4 MR. CHAIRMAN: Specifically
5 the City of Toledo --

6 MR. VERMEEREN: Of course
7 Sandusky wasn't in it.

8 MR. CHAIRMAN: Okay. So this
9 is the City of Toledo.

10 MR. VERMEEREN: Because we
11 wouldn't be here if they would have found the
12 Sandusky's Zoning Code unconstitutional.

13 MR. ZEIHNER: What the City
14 of Toledo did is tried to define transient and
15 use that term. The City of Sandusky has that --
16 does not have that term in it's Zoning Code. All
17 it has in the definition of dwelling, dwelling
18 building is designed or occupied exclusively for
19 nontransient residential use. That's the only
20 time that term is used in the Zoning Code and
21 there's no definition of what nontransient
22 is.

23 MR. VERMEEREN: Because you
24 can't define it. You can't define it, Kevin.

25 MR. ZEIHNER: Well --

1 MR. VERMEEREN: They said
2 anything used as transient has different meanings
3 to different people.

4 MR. ZEIHNER: I'm not
5 arguing that point. The point being made is we
6 don't have the transient in our code, all we have
7 is nontransient, neither one of them are defined.

8 MR. VERMEEREN: Exactly.

9 MR. ZEIHNER: So we are
10 giving -- we are being given less than all the
11 tools we could use to help decide this issue.

12 MR. VERMEEREN: So how short
13 of time can Don rent his property and not go to
14 jail for 30 days?

15 MR. ZEIHNER: If there's no
16 restriction on anything less than 30 days, then
17 there's no restriction on anything less than 30
18 days in the Zoning Code.

19 MR. VERMEEREN: And there's
20 no -- Carrie, is there anything in the Zoning
21 Code having to do with 30 days?

22 MS. HANDY: No, there's
23 not.

24 MR. VERMEEREN: Thank you.

25 MR. PETERS: If I could

1 interject real quick?

2 MR. CHAIRMAN: But the
3 definitions to me are clear and there are very
4 clear, and if you set up a household then you are
5 using the property as a single family dwelling.
6 You're renting, leasing houses that the household
7 is already set up. They're just coming in as a
8 vacationer, they're not setting up a single
9 family dwelling. They're taking a single family
10 house and using it as a rental for their
11 vacation.

12 MR. EPLER: When you
13 stayed of the East Coast did you have to take
14 anything into the house?

15 MR. CHAIRMAN: Just, I'm on
16 vacation, so just my clothes.

17 MR. EPLER: Clothes. Just
18 on vacation, did you not eat? Did your family
19 not eat?

20 MR. CHAIRMAN: I did not have
21 to take utensils. Did I takes plates, tables,
22 chairs? No. That was all there.

23 MR. EPLER: Did you take
24 food in, sir?

25 MR. CHAIRMAN: Yes.

1 MR. EPLER: Did you take
2 any perhaps liquor or wine?

3 MR. CHAIRMAN: Did I have to
4 take bedding? No. Did I have to take beds? No.

5 MR. EPLER: I didn't ask
6 you that.

7 MR. CHAIRMAN: By taking food
8 in I'm not setting up household, I am just doing
9 something as a normal for me to do every day, I
10 eat breakfast, lunch and dinner.

11 MR. EPLER: Can you set up
12 a household without eating in it?

13 MR. CHAIRMAN: Yes. I could
14 go to a restaurant and eat some -- if I'm on
15 vacation I'm not setting up a household. If I'm
16 going to go out there and move in for whatever
17 the time period is, 30 days, 90 days, a year, I'm
18 going to go in and move in and set up my
19 household.

20 MR. VERMEEREN: Let me ask
21 you, John, are you going to base your vote on the
22 appeal before us on what you are explaining as
23 the need to set up a household, because that's
24 seems important to you?

25 MR. CHAIRMAN: My opinion is

1 to be able to use it other than a single family
2 house. When the household is already set up for
3 them it is not a single family house anymore?

4 MR. VERMEEREN: Okay.

5 MR. CHAIRMAN: It is a rental
6 property that they are renting. They are
7 represent it for 30 days a, for a week, but it's
8 no longer a single family house and if the
9 property is zoned for single family.

10 MR. VERMEEREN: So --

11 MR. CHAIRMAN: Please, you'll
12 get your turn, when it's your turn, okay? Thank
13 you.

14 MR. VERMEEREN: So when you
15 vote and if you vote against this appeal, at
16 least in part, you're basing it apart on your
17 definition of the failure to set up a household
18 when everything, except food, is provided?

19 MR. CHAIRMAN: That's
20 correct. It's a single family house that they
21 have there zoned. The property is zoned single
22 family, they have a single family house, but the
23 household is already set up.

24 MR. VERMEEREN: Okay.

25 MR. CHAIRMAN: They are

1 renting to vacationers that come in that do not
2 have to set up a household.

3 MR. VERMEEREN: Well, I may
4 disagree with you, and I understand what you're
5 saying. But if this Board is going to rule I
6 still would like someone to show me or tell me
7 what the minimum number of days Mr. Epler can
8 rent and not have to worry about going to jail
9 for 30 days?

10 MR. CHAIRMAN: That's not an
11 issue for us to determine. It's not an issue for
12 us.

13 MR. VERMEEEN: Well --

14 MR. CHAIRMAN: It's not an
15 issue for us -- I mean, he's welcome to, at a
16 different time, issue a letter to the city and
17 ask for something to be defined in the city and
18 I'm sure they'll find something to give him and
19 whatever they base that on.

20 MR. VERMEEREN: Carrie, do you
21 have any thought on the minimum time that you can
22 rent and not have to worry about going to jail?

23 MS. HANDY: I think the 30
24 day thing has come about because of some landlord
25 tenant laws having to do with leases. There's an

1 implied 30 day lease, if there is no written
2 lease, so I think that's probably where that came
3 from. But, no, not really at this time, based on
4 what's in the code now, there's really no way for
5 me to give a time period.

6 MR. VERMEEREN: So as the
7 Administrator, knowing what the Code as well as
8 you do, you don't feel that there is any minimum
9 time that you could tell us that he would be
10 safe?

11 MS. HANDY: Not that I
12 could reasonably back up with, you know.

13 MR. VERMEEREN: Or any time
14 that he would have to rent it for to be safe?

15 MS. HANDY: No. There's
16 nothing really that I could hang my hat on --

17 MR. VERMEEREN: Or point to.

18 MS. HANDY: -- in the code
19 right now.

20 MR. VERMEEREN: See, that's
21 the problem, there's no, nothing in the code that
22 is viable as far as the minimum term.

23 MR. ARNOLD: Can I ask a
24 question?

25 MR. CHAIRMAN: Please, go

1 ahead.

2 MR. ARNOLD: So if the
3 people were to bring their own sheets and towels,
4 would that be considered setting up?

5 MR. CHAIRMAN: I'm, again, it
6 would depend on the specifics of how long they're
7 going to be coming.

8 MR. ARNOLD: Let's say we
9 did it for everybody, I mean, does that make a
10 difference, John, I'm just curious?

11 MR. CHAIRMAN: To me they're
12 coming up, are they bringing their sheets for a
13 three day weekend? Are they doing it for a week,
14 are they doing it for a month, are they doing for
15 three months?

16 MR. ARNOLD: For whatever
17 the length of stay, I'm just curious, because it
18 sounds like you're saying they're not setting up
19 a household, you're against me, but if they do
20 bring their own sheets and towels you would be
21 for me?

22 MR. CHAIRMAN: No. I'm not
23 saying that. I'm just saying --

24 MR. ARNOLD: I was just
25 curious, that's all.

1 MR. PETERS: Just real
2 quick.
3 MR. CHAIRMAN: Please.
4 MR. PETERS: I think you're
5 answering the question for us. I think what
6 Barry and I are trying to convey is it's
7 unconstitutionally vague. You can't look at this
8 and figure out what the definition of transient
9 is. You're asking, one of the questions you're
10 asking is, do you rent it for three days or 10
11 days or 30 days? There's no definition in the
12 Code that lays that out. The cease and desist
13 letter deals directly what is transient and what
14 is not. Your definition of what it is is
15 focusing on establishing residents or a dwelling,
16 somebody else could say it's 10 days or 30 days
17 or 20 days. There's no definition and therefore,
18 if somebody reasonably would try to look and see
19 what type of conduct is prohibited they wouldn't
20 have a clue. That's the definition of
21 unconstitutionally vague. That's why this
22 ordinance, as written, is unenforceable. Nobody
23 can read it and understand. The City of Sandusky
24 had the opportunity to define the term in the
25 Zoning Code, it did not. She's trying to -- she

1 couldn't even answer it, because there's no
2 definition there. And transient is what the
3 basis of the definition in the cease and desist
4 letter is based upon. So I think the very fact
5 that you're focusing on one thing, he's focusing
6 on another thing answers the question, it's
7 vague, it's subjective. It doesn't give anybody
8 due process to say this is prohibited or this is
9 not.

10 MR. VERMEEREN: If you hang
11 your hat on the word nontransient, that's being
12 somehow definable and enforceable, and a judge
13 sentenced a criminal to a term of nontransient
14 nature, do you think that would be enforceable?
15 No.

16 MR. ZEIHER: Barry, to
17 answer your question, there's no definition in
18 the code for transient or nontransient. I mean,
19 that's where we're left adrift.

20 MR. CHAIRMAN: But we have to
21 make a decision and each of us has an opinion.
22 My specific opinion is that the property is
23 zoned, which there's no disagreement as to what
24 the property is zoned as.

25 MR. VERMEEREN: Single family.

1 MR. CHAIRMAN: It's zoned as
2 single family, there is no question.

3 MR. VERMEEREN: Then enforce
4 that part of it.

5 MR. CHAIRMAN: The property
6 isn't being used as a single family. And this is
7 where he deviate, you seem to think that as long
8 as one family comes and uses it for a day that
9 that's being used as a single family, and I
10 disagree. If, because you've got one family this
11 week, one family next week and one family the
12 following week, that's not a single family
13 dwelling, that now is a multi-use, multipurpose.
14 You're using -- you're renting it to a multitude
15 of people, it's no longer a single family
16 residence.

17 MR. SEMANS: I don't think
18 we can look past what the intent of this Code is.
19 And I think it's, you know, protecting the
20 integrity of the neighbors and I think that is
21 what most of these letters and most of the
22 comments I've heard from the community address.
23 That's just my opinion, is the intent of the
24 Code. And I know that's not enforceable and
25 that's all constitutional, and I'm no attorney

1 and that's not my job.

2 MR. VERMEEREN: Basically in a
3 Zoning Code and the way they have always been
4 written, is if a Zoning Code doesn't prohibit
5 something it may be used for that. That's the
6 where they are written, okay?

7 MR. SEMANS: Right.
8 Obviously we don't have any moral written code, I
9 don't know, I mean, at least specifically to this
10 end.

11 MR. VERMEEREN: The code
12 didn't envision vacation rental by owner.

13 MR. SEMANS: Right.

14 MR. VERMEEREN: We've always
15 have transient rental at Cedar Point, okay? You
16 can tick off the names that, people that have
17 done it and they did it by word of mouth and no
18 one cared, okay? With vacation rental by owner
19 it has blossomed. It's always been that way at
20 Cedar Point, okay? Dr. Sevenger's house, we've
21 rented that for our friends every single summer
22 and it was wonderful. The family, this
23 particular family came, their grandparents from
24 Michigan, from Buffalo, and from Ohio, and the
25 grandkids, and they all stayed in this house and

1 place, you rent to it him.

2 MR. VERMEEREN: Of course
3 that's not an issue.

4 MR. CHAIRMAN: That's not an
5 issue, because it's still being used by a single
6 family and he's going to move over there and set
7 up his household --

8 MR. VERMEEREN: Well --

9 MR. CHAIRMAN: But you're
10 not renting it to him for three days, because
11 he's not coming over and setting up his
12 household. Now it's no longer a single family
13 residence, it's now a rental property.

14 MR. VERMEEREN: Well, I
15 suggest that you go ahead and vote, I don't know
16 that we're closing this gap very much.

17 MR. ZEIHNER: That's kind of
18 my feeling too. I don't know that anybody is
19 going to be able to convince themselves.

20 MR. VERMEEREN: And it's
21 going, you now, its already in the court in one
22 case that I filed for Mr. Viviano, it's going
23 back to the court on appeal on all of these,
24 okay? And if it goes to the Court of Appeals,
25 it's still going to be in the court system in

1 three years from now, with a lot of money.

2 MR. CHAIRMAN: On one of
3 these, to answer some of the questions on how
4 this thing is being enforced, there are issues
5 that to bring up. This question is, would
6 enforcing the zoning issue be a hardship on the
7 property owner?

8 MR. VERMEEREN: Oh, sure.

9 MR. CHAIRMAN: How would it
10 be a hardship?

11 MR. VERMEEREN: He's -- how
12 many people do you got signed up for next year?

13 MR. EPLER: None.

14 MR. VERMEEREN: Not yet?

15 MR. EPLER: Not yet.

16 MR. VERMEEREN: Okay.

17 MR. CHAIRMAN: So basically
18 right now it wouldn't be a hardship?

19 MR. VERMEEREN: Well, there's
20 made changes. He totally redid his house in
21 order to appeal to the clientele that he rents
22 to, a couple years ago.

23 MR. EPLER: Until we
24 get this -- yes. Until we get this up and until
25 we know what your decision is then we will have

1 to wait and see. But in terms of paying the
2 taxes, Cedar Point is one of the most highest tax
3 places, at least in my understanding, in Erie
4 County. Who pays the taxes? I'm not here all
5 the time, I'm here a great deal of the time in
6 the summer, I have, my family has owned that
7 house for over 50 years. About the same time
8 your dad with Louie Schultz, that I was young and
9 at that point in time they were buddies and they
10 did the same thing and they leased places, so.

11 MR. CHAIRMAN: What do you
12 mean? You're trying to say that my dad owned a
13 house over there, did he rent it out?

14 MR. EPLER: Your dad owned
15 a house over there and --

16 MR. CHAIRMAN: Did he rent
17 the house?

18 MR. EPLER: I don't know
19 that.

20 MR. CHAIRMAN: Tell you for a
21 fact?

22 MR. EPLER: I know that he
23 and Louie Schultz --

24 MR. CHAIRMAN: He did not.

25 MR. EPLER: -- rented

1 other houses.

2 MR. CHAIRMAN: Who is Louie
3 Schultz to me?

4 MR. EPLER: Well, I just
5 know that they did.

6 MR. CHAIRMAN: Who is Louie
7 Schultz to me and why would you bring it up?

8 MR. EPLER: Well, because
9 he was in a partnership with your, with your
10 father.

11 MR. CHAIRMAN: I find it an
12 insult that you would even begin to bring it up.
13 Pardon?

14 MR. EPLER: He was in
15 partnership or affiliated with your father.

16 MR. CHAIRMAN: In renting
17 houses at Cedar Point?

18 MR. EPLER: I can't -- I
19 don't know that.

20 MR. CHAIRMAN: Well, I can
21 tell you that he wasn't.

22 MR. EPLER: Well, I'm
23 sorry.

24 MR. CHAIRMAN: You are
25 totally incorrect there.

1 MR. EPLER: Well, I may
2 be incorrect about that, but not about other
3 things.

4 MR. CHAIRMAN: In the last 50
5 years how long have you rented this house?

6 MR. EPLER: I would say
7 probably for the last, since 2001, when I tried
8 to lease it and actually wrote an agreement with
9 John Halter at that time. And then we had, we
10 had the City of Sandusky people come out and I
11 had the permit, I had a permit to lease it in
12 2003 and four without any comments. I rehabbed
13 it at that point in time and I leased it for a
14 year to one individual and I leased it for
15 another year to another individual while they
16 were building houses. And so it doesn't --

17 MR. CHAIRMAN: So they were
18 there for a year?

19 MR. EPLER: So I lease it
20 continually since about 2001.

21 MR. CHAIRMAN: Okay. But
22 last year though you leased it differently, last
23 year it was in periods of --

24 MR. EPLER: No. I leased
25 it, I leased it on a VRVO probably for five

1 years, but I don't accept anything other than
2 families. I have a minimum of three a day
3 rentals, and the only people that can be there
4 are family members and a minimum -- a maximum of
5 one or two non-family members. And I've had as
6 many as 15 people there, staying there and not
7 one complaint, not one police call, nothing.

8 MR. CHAIRMAN: You know, I
9 understand, but I'm, I'm just trying to look, I
10 read what the Zoning Code says.

11 MR. EPLER: You're
12 certainly --

13 MR. CHAIRMAN: And I wish it
14 would change.

15 MR. EPLER: You're
16 certainly are allowed to do that and we'll be at
17 the next level for before too long, so that will
18 be just fine.

19 MR. CHAIRMAN: Okay. I don't
20 have anymore questions that I think would be
21 helpful one way or the other.

22 MR. ZEIHNER: Mr. Chairman,
23 with regard to 1825 Cedar Point Road and based
24 upon my own opinion of the Zoning Code and not my
25 personal opinion on how I feel about these

1 issues, I would move to grant this appeal.

2 MR. CHAIRMAN: We have a
3 motion. Do I have a second?

4 MR. MEARS: I'm not going
5 to say anything.

6 MR. CHAIRMAN: Well, that
7 motion fails for lack of a second. Do you have a
8 motion you want to make, John, or --

9 MR. MEARS: I move that we
10 deny that appeal.

11 MR. SEMANS: Again, for
12 not being and haven't been here, I abstain from
13 making a vote.

14 MR. ZEIHNER: I would second
15 the motion for purposes of discussion and vote.

16 MR. CHAIRMAN: Okay. For
17 purpose and discussion of vote, we have a motion
18 and a second. Any other questions, discussion?

19 MR. ZEIHNER: Let's call a
20 vote.

21 MR. CHAIRMAN: Roll call,
22 please.

23 MS. HANDY: Mr. Zeiher?

24 MR. ZEIHNER: No.

25 MS. HANDY: Mr. Mears?

1 MR. MEARS: Yes.

2 MS. HANDY: Mr. Feick?

3 MR. CHAIRMAN: Yes. That
4 appeal is approved.

5 MR. ZEIHNER: No, it's
6 denied.

7 MR. CHAIRMAN: Denied. We
8 have affirmative vote on the motion for that
9 appeal.

10 MR. ZEIHNER: Mr. Chairman,
11 I would move to take Items Numbers 5, 6, 7, 8, 9,
12 10 and 11 off the table and bring them before the
13 Board.

14 MR. CHAIRMAN: We have a
15 motion, we need a second.

16 MR. MEARS: I second.

17 MR. CHAIRMAN: Roll call
18 vote, please.

19 MS. HANDY: Mr. Zeiher?

20 MR. ZEIHNER: Yes.

21 MS. HANDY: Mr. Mears?

22 MR. MEARS: Yes.

23 MS. HANDY: Mr. Feick?

24 MR. CHAIRMAN: Yes. Do we
25 want to look at these in whole or do them one at

1 a time? Just I think it would be better if we
2 did them one at time.

3 MR. VERMEEREN: As far as the
4 two I have left with Viviano and MEM, I don't
5 mind those being lumped together. I really don't
6 have any differentiating statements to make on
7 those that I haven't already made.

8 MR. CHAIRMAN: Which are
9 those two?

10 MR. VERMEEREN: MEM and
11 Viviano.

12 MR. ZEIHNER: Items 5 and 6.

13 MR. CHAIRMAN: Take 5 and 6
14 and put those together?

15 MR. VERMEEREN: Yes, please.

16 MR. PETERS: We have no
17 objections to combining the Ebner property, as
18 well.

19 MR. ZEIHNER: That would be
20 items 7, 8, 9 and 10.

21 MR. PETERS: I have the
22 addresses, it's 1007 Cedar Point Road, 225 Cedar
23 Point Road, 229 Cedar Point Road and then 107
24 Lane D, so whatever the corresponding numbers are
25 to those.

1 MR. CHAIRMAN: You said 107
2 D, 225 --
3 MR. PETERS: 225 and 229
4 and 1007.
5 MR. CHAIRMAN: Okay. So that
6 would all be -- 731 is not part of that?
7 MR. ZEIHNER: No.
8 MR. CHAIRMAN: Okay. Do we
9 want to handle Mr. Vermeeren's two as one issue?
10 MR. ZEIHNER: Okay.
11 MR. CHAIRMAN: If so, can we
12 have a motion -- or, Barry, you said you have no
13 further discussion on that?
14 MR. VERMEEREN: No. I've
15 given it my best shot.
16 MR. CHAIRMAN: Okay.
17 MR. MEARS: I would move
18 that they be denied.
19 MR. CHAIRMAN: We have a
20 motion for 721 Cedar Point and 633 Cedar Point
21 appeal be denied.
22 MR. ZEIHNER: Mr. Chairman,
23 for purpose of discussion and vote, I would
24 second the motion.
25 MR. CHAIRMAN: We have a

1 second. Any other discussion? None. Can I have
2 the roll call, please?

3 MS. HANDY: Mr. Zeiher?

4 MR. ZEIHHER: No.

5 MS. HANDY: Mr. Mears?

6 MR. MEARS: Yes.

7 MS. HANDY: Mr. Feick?

8 MR. CHAIRMAN: Yes. The

9 appeals on those two are denied.

10 MR. VERMEEREN: Thank you,
11 Gentleman. If there's nothing else, we're going
12 to leave.

13 MR. CHAIRMAN: 107 Lane D,
14 225 Cedar Point Road, and 1007 Cedar Point Road,
15 and 229 Cedar Point Road could be grouped as
16 well. Do we have a motion?

17 MR. MEARS: I move they be
18 denied.

19 MR. ZEIHHER: For purposes
20 of discussion and vote, I would second the
21 motion.

22 MR. CHAIRMAN: Okay. We have
23 a motion and a second. Is there any discussion?

24 MR. PETERS: Yes. I would
25 just like to reiterate my comments about the

1 basis of the cease and desist letters, is the
2 transient nature and transient use of these
3 properties allegedly. The code nowhere defines
4 transient in the definition that they're trying
5 to impose of via cease and desists from the Tax
6 Code. The discussion that we've heard all night
7 have centered around, well, what duration, is it
8 a dwelling house that makes it transient or
9 non-dwell -- establishing a residence. The code
10 is unconstitutionally vague, it does not give any
11 property owner due process or reasonable notice
12 as to what type of conduct is prohibited, what
13 kind of conduct is allowed. My clients, in
14 particular, will sustain a substantial hardship
15 if the appeal is now denied. They purchased
16 three out of, quote, four of these properties out
17 of foreclosures, two of which they've raised the
18 properties, built new structures and have
19 basically taken some lighted properties and
20 turned them into nice residential homes. So
21 there will be some significance hardships on my
22 client if these appeals are denied. Thank you.

23 MR. CHAIRMAN: Is there
24 anyone else who wishes to speak?

25 MR. ARNOLD: That was my

1 livelihood, that's my job, John. That's what I
2 do for a living, is my vacation rentals. I just
3 want to let you know.

4 MR. CHAIRMAN: Yes, sir.

5 MR. DUNCAN: Yes.

6 MR. CHAIRMAN: Give your name
7 and address.

8 MR. DUNCAN: My name is
9 Scott Duncan, I live at 1530 Willow Drive, which
10 is the street that's parallel to Cedar Point
11 Road. When I became -- and I'm very much opposed
12 to the transient rentals and I think that the
13 definition of transient, while it is not in the
14 Zoning Code, I think that the Zoning Board, Board
15 of Zoning Appeals is perfectly within their right
16 to look elsewhere within landlord tenant law and
17 other related Ohio and Sandusky ordinances and
18 laws to find a definition of transient. And what
19 you will find is that, despite Mr. Vermeeren's
20 assertions to the contrary, is that the 30 day
21 number shows up in lots and lots of places in
22 landlord tenant law. And nowhere do they talk
23 about shorter terms as being transient. Where
24 there's -- when I started looking at this I
25 looked at the case which Mr. Viviano and

1 Mr. Vermeeren have referenced out of Toledo. And
2 where Toledo really messed up was that their
3 definition of transient was not as it is here,
4 where you just sort of imply you're going to use
5 the definition out of other parts of the law.
6 What Toledo did was said, "Well, maybe it's 30
7 days, maybe it's seasonal," and there was some
8 other definition also lumped in there. And those
9 are all laid out in the case that Mr. Viviano
10 took before the court. And, you know, the, this
11 thing is -- the City of Sandusky's attorneys did
12 exactly the right thing in moving this to Federal
13 Court, because if it's a due process case, that's
14 where it ought to be tried, in Federal Court.

15 Now, my understanding in looking at the
16 paperwork that's been filed on that case, the
17 Federal due process claims have been dropped and
18 there is some claim of due process under the Ohio
19 Constitution, but I don't find the terms due
20 process anywhere in the Ohio Constitutional. And
21 as far as I know, due process claims are
22 basically Federal claims that should be dealt
23 with in Federal Court. So my suggestion to the
24 Zoning Board is let the thing play out, let it go
25 through the courts and then go fix, go fix the

1 code, you know whatever, whether the Planning
2 Commission does that or you guys do that. I
3 think you can clear you can clarify what
4 transient means and I think the appropriate
5 definition is 30 days, so.

6 MR. CHAIRMAN: Thank you. If
7 there's no other discussion, please call the
8 roll.

9 MR. ZEIHNER: Is there a
10 motion before us?

11 MR. MEARS: Yes.

12 MR. ZEIHNER: I'm sorry.

13 MS. HANDY: Mr. Zeiher?

14 MR. ZEIHNER: No.

15 MS. HANDY: Mr. Mears?

16 MR. MEARS: Yes.

17 MS. HANDY: Mr. Feick?

18 MR. CHAIRMAN: Yes. Those
19 four properties have been, appeal has been
20 denied. The last is an appeal of 731 Cedar
21 Point, it was previously tabled.

22 MR. ZEIHNER: I took them
23 all off the board.

24 MR. CHAIRMAN: Okay. Well,
25 then we need to -- this one is -- a --

1 MS. HANDY: Mr.

2 Critchfield isn't here.

3 MR. CHAIRMAN: One of the

4 items that he had brought up and I think he

5 talked about, and I can't remember if on his, if

6 it's on his letter or not, he's been doing this

7 for a long time and that he thought that he was

8 before code and he should be grandfathered in, is

9 that this one?

10 MR. ZEIHNER: I don't

11 remember.

12 MR. CHAIRMAN: I have this

13 paperwork here, if I can find it.

14 MR. MEARS: I don't

15 remember that one before the code and it didn't

16 give dates and it didn't tell us when the code

17 went in to effect, so I don't know if it's true

18 or not.

19 MS. HANDY: The code was

20 fifty --

21 MR. KAUFMAN: Seven.

22 MR. CHAIRMAN: The Building

23 Code was 1956. The Zoning Code from 1956 is

24 virtually unchanged. I've got a copy of it, so,

25 at least as far as definitions.

1 MS. HANDY: Those
2 definitions, I'm not sure so -- so he'd have to
3 prove that he was doing it.

4 MR. CHAIRMAN: Yes. He'd
5 have to prove that he was there before then and
6 he says since 2004 he was doing that, so anyway
7 it doesn't matter.

8 MR. MEARS: I move this
9 appeal be denied.

10 MR. ZEIHNER: For purposes
11 of discussion and voting, I would second that
12 motion.

13 MR. CHAIRMAN: We have a
14 motion on the floor, with a second. Other
15 discussion? Mr. Duncan?

16 MR. DUNCAN: Yes. I'd like
17 to raise, make a comment relative to the idea of
18 the grandfathering in the Zoning Codes. I think
19 if you go to the cases that Mr. Viviano took to
20 Federal Court, which is based on this appeals
21 case of the City of Toledo versus Richard Ross,
22 there's a whole -- there's about three cases
23 related to that. And one of the things that Ross
24 did was he came back and said, "Well, I ought to
25 be grandfathered in under the old law because of

1 the timing on it," and that got, I forget the
2 details of it, but that got thrown out also. You
3 know, again, I think the appropriate thing to do
4 is to let it play through the Appeals Court, if
5 that's what the property owners want to do, and
6 clarify your code.

7 MR. CHAIRMAN: Any other
8 comments? If not, please call the roll.

9 MS. HANDY: Mr. Zeiher?

10 MR. ZEIHHER: No.

11 MS. HANDY: Mr. Mears?

12 MR. MEARS: Yes.

13 MS. HANDY: Mr. Feick?

14 MR. CHAIRMAN: Yes. That
15 appeal also has been turned down. Any other
16 business?

17 MS. HANDY: Nope.

18 MR. CHAIRMAN: The only
19 thing, Carrie, I would like to have happen here
20 is the City of Sandusky, through your office with
21 the City Commission, needs to fix this, because
22 quite honestly we're sitting here as the bad guys
23 and all we're trying to do is read something that
24 maybe looked good in 1956 and hasn't been changed
25 since then and needs to be. I don't know how.

1 But there are other areas that have these. But I
2 sympathize with both parties, but Mr. Duncan's
3 got a house that's got a valuation of half a
4 million dollars and he certainly doesn't want to
5 live next door to a house that maybe pulls his
6 valuation down. Some of the these are the exact
7 opposite, they are very well kept, but it's not
8 the same in all the cases and that somehow this
9 has got to be fixed.

10 MR. MEARS: And we really
11 don't know, you know, they claim all of them,
12 that the people they rent are all up and up and
13 high quality and everything.

14 MS. HANDY: We don't know
15 that.

16 MR. MEARS: Once you break
17 into this you can't control that, and the
18 property owner can't even control that. He may
19 think he can, but he can't.

20 MR. SEMANS: I think it
21 would be interesting, as well, to look at the
22 Zoning Codes in places that we visited, that you
23 visited, John, on the East Coast, or that
24 Mr. Vermeeren mentioned in another tourist areas,
25 and Aspin, Colorado, and there's no sense to

1 bring back the wheel, put something. What other
2 communities and --

3 MR. ZEIHNER: At least fix
4 it.

5 MR. SEMANS: -- what other
6 places are doing. Just suggestions.

7 MR. MEARS: But you got to
8 keep the particular area in mind.

9 MR. SEMANS: Oh,
10 absolutely.

11 MR. MEARS: Just because
12 if you go to the --

13 MR. SEMANS: But it gives
14 you something.

15 MR. MEARS: -- you got to
16 do one thing, that doesn't mean you should be
17 able to do it here.

18 MR. SEMANS: But it gives
19 you an idea of what needs to be done and what
20 wordings is used. That's all.

21 MR. CHAIRMAN: Motion to
22 adjourn.

23 MR. MEARS: So moved.

24 MR. ZEIHNER: Second.

25 MR. CHAIRMAN: Those in favor

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say aye.

ALL MEMBERS:

Aye.

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CERTIFICATE

STATE OF OHIO)
) ss.
COUNTY OF ERIE)

I, Lori L. Delhees, Notary Public within and for the State aforesaid, duly commissioned and qualified, do hereby certify that the foregoing, consisting of 94 pages, is a true and complete transcript as taken by me in stenotype and later transcribed under my direction of the proceedings conducted on the 15 day of December, 2011. I do further certify that I was personally present in the room during all of the proceedings.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office at Sandusky, Ohio this 19th day of January, 2012.

Lori L. Delhees

HUNTLEY REPORTING SERVICE
Lori L. Delhees
Notary Public
P. O. Box 1067
Sandusky, Ohio 44870

My commission expires 11/24/2012