

Introduced by _____

First Reading _____

Second Reading _____

Ordinance No. _____

Council Bill No. B 207-12

AN ORDINANCE

amending Chapter 22 of the City Code relating to the Rental Unit Conservation Law including fee increases; and fixing the time when this ordinance shall become effective.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF COLUMBIA, MISSOURI, AS FOLLOWS:

SECTION 1. Chapter 22 of the Code of Ordinances of the City of Columbia, Missouri, is hereby amended as follows:

Material to be deleted in ~~strikeout~~; material to be added underlined.

Sec. 22-182. Article provisions deemed supplemental.

The requirements of this article shall be in addition to the requirements of all other applicable ordinances, including chapter 13, article II, known as the general licensing ordinance of the city, and the penalties imposed by this article for violations shall be in addition to those imposed for violations of chapters 6, 9 (article II), 20, 23, 24, 25 and 29 of this Code and all other applicable ordinance provisions.

Sec. 22-183. Definitions.

Unless otherwise expressly stated, for the purpose of this article, the following terms shall have the meanings indicated:

...

Operate, operating and operation. Owning or acting as lessor or manager of any apartment house, rooming house, two-family dwelling or single rental unit which is leased or rented in the city. Proof of any of the following acts shall be prima facie evidence of "operation":

- (1) Being owner of an apartment house, rooming house, two-family dwelling or single rental unit leased or rented for residential purposes; or

- (2) Acting as agent for the owner of an apartment house, rooming house, two-family dwelling or single rental unit as herein defined; or
- (3) Making application for a business license or certificate of compliance under the provisions of this article for an apartment house, rooming house, two-family dwelling or single rental unit; or
- (4) Signing of a lease or document to lease a dwelling or rooming unit in an apartment house, rooming house, two-family dwelling or single rental unit on behalf of or as lessor or landlord, provided that the act of subleasing of a dwelling or rooming unit shall not constitute operation, absent proof of other acts constituting operating within the meaning of this article;

except on a showing by the person with respect to subparagraphs (2), (3) or (4):

- a. That he is not authorized to act on behalf of the owner with regard to repairs and maintenance of a dwelling or rooming unit; and
- b. Of the identity or name of the person who is authorized to act on behalf of the owner with regard to repairs and maintenance of a dwelling or rooming unit.

Operate, operating and operation also includes rent to own, lease purchase and contract for deed arrangements.

Operator. The owner and any person operating an apartment, rooming house, two-family dwelling or single rental unit in the city.

...

Sec. 22-184. Certificate of compliance required; ~~display.~~

It shall be unlawful to operate within the city any apartment house, rooming house, two-family dwelling, or single rental unit without a current certificate of compliance ~~displayed in full view in the lobby, vestibule or other prominent common area of the apartment house, rooming house, two-family dwelling or single rental unit which is open to the public or to all occupants, and if there be no such area then such~~ Such certificate of compliance shall be ~~displayed~~ maintained in the office of the manager ~~or in each dwelling unit or rooming unit.~~

Sec. 22-185. ~~Classes of certificates~~ Reserved.

~~There shall be four (4) classes of certificates of compliance:~~

- (1) ~~*Apartment house certificate.* This certificate of compliance shall be issued to the operator of an apartment house as defined in this article and shall require compliance with chapters 6, 9 (article II), 20, 23, 25 and 29 of this Code. A separate certificate shall be issued for each dwelling and shall state those dwelling units for which the certificate is issued.~~
- (2) ~~*Rooming house certificate.* This certificate of compliance shall be issued to the operator of a rooming house as defined in this article and shall require compliance with chapters 6, 9 (article II), 20, 23, 25 and 29 of this Code. A separate certificate shall be issued for each dwelling and shall state those dwelling units for which the certificate is issued.~~
- (3) ~~*Two-family dwelling certificate.* This certificate of compliance shall be issued to the operator of a two-family dwelling as defined in this article and shall require compliance with chapters 6, 9 (article II), 20, 23, 25 and 29 of this Code. A separate certificate shall be issued for each dwelling and shall state those dwelling units for which the certificate is issued.~~
- (4) ~~*Single rental unit certificate.* This certificate of compliance shall be issued to the operator of a single rental unit as defined in this article and shall require compliance with chapters 6, 9 (article II), 20, 23, 25 and 29 of this Code. A separate certificate shall be issued for each dwelling and shall state those dwelling units for which the certificate is issued.~~

Sec. 22-186. Application for certificate.

(a) Formal application required. Every operator shall submit an application for a certificate of compliance to the director. If the certificate of compliance has been revoked pursuant to section 22-193 of this article or if the owner, operator or tenant has been convicted of a violation of chapter 29 of this Code, the operator is ineligible for a certificate of compliance for that dwelling for a period of three (3) years.

(b) ~~*Content and form.* The application for such certificate of compliance shall be a written statement in affidavit form, to be sworn to by the applicant before a notary public of this state.~~ One application may be submitted for all property in common ownership and under a common operator. The application for the certificate of compliance shall be on forms provided by the director and shall include:

. . .

(c) *Consent to inspection.* The application may be accompanied by a written consent on forms provided by the director authorizing the director to enter upon and inspect the premises for which the certificate is sought at any reasonable time for the purpose of determining whether or not the premises are in compliance with chapters 6, 9 (article II), 20, 23, 24, 25 and 29 of this Code.

(d) *Inspection fees.* The application shall be accompanied by the full payment of the inspection fees.

(e) *Heating and ventilation systems certificates of inspection and approval.* The application shall be accompanied by a certificate of inspection and approval signed by a journeyman or master mechanical heating, ventilation, air conditioning and refrigeration mechanic licensed by the city. The certificate shall state that ~~the heating and ventilation systems~~ all fuel fired appliances in the premises for which a certificate is sought were personally inspected by the mechanic and were functioning properly and safely. The certificate shall also state the date on which the inspection was made. For renewal certificates, the inspection must have been made within ninety (90) days before the current certificate of compliance expires. For original certificates, the inspection must have been made within ninety (90) days before the application is filed.

Sec. 22-187. Procedure for issuance of certificate.

(a) *Inspection prerequisite.* The director shall make an inspection of the dwelling or dwellings for which a satisfactorily completed and executed application for a certificate of compliance is filed. Such inspection shall be made pursuant to consent or a search warrant issued under the provisions of section 22-189 of this article. No person shall be prosecuted for a violation of this article prior to inspection of the dwelling or dwellings for which an application for a certificate of compliance has been filed, provided that such application is satisfactorily completed and executed and is filed ~~at least forty-five (45) days~~ prior to the date when the applicant must obtain or renew the certificate of compliance.

(b) *Inspection of each unit.* An inspection shall be required for each dwelling or rooming unit sought to be licensed, provided that the director, upon written request by the applicant, may determine by random sampling of at least thirty (30) per cent of the dwelling or rooming units, whether an apartment house or rooming house containing more than thirty (30) dwelling or rooming units complies with the provisions of chapters 6, 9 (article II), 20, 23, 24, 25 and 29 of this Code, provided that those units inspected must be representative of the various types and location of units in the dwelling and further that all units for which a violation complaint has been received shall be inspected.

(c) *Issuance.* If, as a result of the inspection, the director determines that the dwelling is in compliance with the provisions of chapters 6, 9 (article II), 20, 23, 24, 25 and 29 of this Code, he shall issue a certificate of compliance to the operator.

(d) *Violations.* If, as a result of the inspection, the director shall determine that the dwelling is in violation of any of the provisions of chapters 6, 9 (article II), 20, 23, 24, 25 of this Code, the director shall notify the operator of the violations and proceed to correct such violations under the provisions of chapters 6, 9 (article II), 20, 23, 24, or 25 of this Code, whichever is applicable.

The operator of an apartment house, rooming house, two-family dwelling, or single rental unit where any such violation is found to exist shall have all rights and remedies and shall be subject to the procedures established by chapters 6, 9 (article II), 20, 23, 24, or 25 of this Code, whichever is applicable.

(e) *Certificate of use conditioned on compliance:*

(1) *Pending appeal.* The operator of a dwelling where violations of chapters 6, 9 (article II), 20, 23, 24, 25 or 29 of this Code are found to exist may apply to the director for a certificate of use conditioned on compliance to allow the operator to appeal from a notice of violation under the applicable procedures. Such certificate shall be issued only if:

- a. An appeal under the applicable ordinance has been filed; and
- b. Only for such time as is actually necessary to complete said appeal.

A certificate of use conditioned on compliance issued hereunder shall expire upon completion of the appeals process unless extended under the provisions of subsection (e)(2) herein.

(2) *Period of compliance.* A certificate of use conditioned on compliance may be issued by the director, on application, to make available a reasonable time for existing apartment houses, rooming houses, two-family dwellings, or single rental units to come into compliance with the provisions of chapters 6, 9 (article II), 20, 23, 24, 25 or 29 of this Code. Such certificate shall be issued only:

- a. On signing of a notarized agreement by the operator admitting such violations and agreeing to remove such violations within a reasonable time period agreed to by the director, or established by an appeals board on appeal under subsection (e)(1); and
- b. Only for the period as determined by the director or established by an appeals board on appeal under subsection (e)(1), which is reasonably required to remove such violations, which period, if established by the director, shall in no event exceed one hundred eighty (180) days. A certificate of use conditioned on compliance shall be revoked if it appears that the operator is not correcting the violations in accordance with the established compliance schedule.

A certificate of use conditioned on compliance may not be issued for a new dwelling, two-family dwelling, or single rental unit, and may not be issued for any dwelling or rooming unit which the director has declared to be an unsafe

building or a structure unfit for human occupancy under the building code of the city.

...

Sec. 22-188. Fees and charges.

(a) In order to defray the costs incident to the administration of this article, the following fees shall be required to be paid for the inspection and shall be nonrefundable:

- (1) There shall be an application fee of thirty-five dollars (\$35.00) per building for each application for a certificate of compliance.
- (2) There shall, in addition, be an inspection fee of ~~seven dollars (\$7.00)~~ fifteen dollars (\$15.00) per dwelling unit or rooming unit, as the case may be, covered by each certificate of compliance.
- (3) There shall, in addition, be a reinspection fee of ~~twenty dollars (\$20.00)~~ twenty-five dollars (\$25.00) per unit.
- (4) There shall, in addition, be a fee of ~~fifteen dollars (\$15.00)~~ twenty dollars (\$20.00) to be assessed when owner or owner's representative fails to meet with inspector at scheduled appointment time.

...

Sec. 22-189. Search warrant.

When application is made pursuant to this article for a certificate of compliance with respect to any house, dwelling or unit, the municipal judge of the county circuit court shall have authority to issue search warrants for searches or inspections of such house, dwelling or unit to determine the existence of violations of chapters 6, 9 (article II), 20, 23, 24, 25 or 29 of this Code. Warrants and searches or inspections made pursuant thereto shall conform to and be governed by the following provisions:

...

- (2) The application shall:
 - a. Be in writing;
 - b. State the time and date of the making of the application;
 - c. Identify the property or places to be searched in sufficient detail and particularity that the officer executing the warrant can readily ascertain it;

- d. State facts sufficient to show probable cause for the issuance of a search warrant to search for violations of chapters 6, 9 (article II), 20, 23, 24, 25 or 29 of this Code;
- e. Be verified by the oath or affirmation of the applicant; and
- f. Be filed in the municipal division of the county circuit court.

...

- (4) The judge shall hold a nonadversary hearing to determine whether sufficient facts have been stated to justify the issuance of a search warrant. If it appears from the application and any supporting affidavits that there is probable cause to inspect or search for violations of chapters 6, 9 (article II), 20, 23, 24, 25 or 29 of this Code, a search warrant shall immediately be issued to search for such violations. The warrant shall be issued in the form of an original and two (2) copies.

...

- (6) Search warrants issued under this section shall:
 - a. Be in writing and in the name of the issuing authority;
 - b. Be directed to any police officer or deputy in the city;
 - c. State the time and date the warrant is issued;
 - d. Identify the property or places to be searched in sufficient detail and particularity that the officer executing the warrant can readily ascertain it;
 - e. Be limited to a search or inspection for violations of chapters 6, 9 (article II), 20, 23, 24, 25 or 29 of this Code;
 - f. Command that the described property or places be searched and that any photographs of violations found thereof or therein be brought, within ten (10) days after filing of the application, to the judge who issued the warrant, to be dealt with according to law; and
 - g. Be signed by the municipal judge, with his title of office indicated.

...

Sec. 22-192. Transfer of ownership.

(a) Upon the transfer of record, legal title of any dwelling or portion thereof which has a certificate of compliance or a provisional certificate of compliance, the transferee shall either:

...

(b) If the transfer of title occurs within eighteen (18) months of the last satisfactory city rental inspection, and if there have been no complaints regarding the property, the transferee may cause an existing certificate to be transferred for the unexpired portion of the term for which it was issued upon making written application to the ~~office of neighborhood services~~ community development department, on forms to be supplied by the ~~office of neighborhood services~~ community development department, within fifteen (15) days from the date of the transfer of title and upon payment of a ten dollar (\$10.00) transfer fee per building. The application for transfer shall contain the same information and be in the same form as required by section 22-186(b). A transferred certificate of compliance shall not be extended beyond the original expiration date without further inspection.

...

Sec. 22-193. Noncompliance; revocation of certificate.

Whenever the director shall determine that any unit in an apartment house, rooming house, two-family dwelling, or single rental unit for which a certificate of compliance has been issued under this article is in violation of the provisions of chapters 6, 9 (article II), 20, 23, 24, 25 or 29 of this Code, or whenever the director shall determine that the conditions of a certificate of use conditioned on compliance are not being satisfied because violations are not being corrected in accordance with the terms and time limits set forth in the certificate of use conditioned on compliance, the director shall notify the operator of same in accordance with the notice provisions set forth in chapters 6, 9 (article II), 20, 23, 24, 25 or 29 of this Code, as applicable. Before revoking a certificate of compliance for such violations, a hearing shall be held in accordance with the hearing procedures set forth in chapters 6, 9 (article II), 20, 23, 24, 25 or 29 of this Code. The operator of the apartment house, rooming house, two-family dwelling, or single rental unit to which the certificate of occupancy issued shall have all rights and remedies and shall be subject to the procedures established by chapters 6, 9 (article II), 20, 23, 24, 25 or 29 of this Code, whichever is applicable with regard to such violations.

SECTION 2. The new rates established in this ordinance as part of section 22-188 shall take effect on January 1, 2013.

SECTION 3. This ordinance shall be in full force and effect from and after its passage.

PASSED this _____ day of _____, 2012.

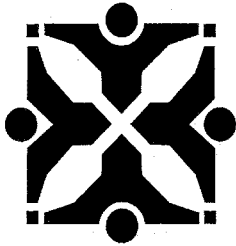
ATTEST:

City Clerk

Mayor and Presiding Officer

APPROVED AS TO FORM:

City Counselor



Source: Community Development - NS

Agenda Item No:

To: City Council
From: City Manager and Staff

MJ
J. Britt

Council Meeting Date: August 6, 2012

Re: Amendments to Chapter 22 including fees associated with the Rental Unit Conservation Law

EXECUTIVE SUMMARY:

Changes to the fees associated with the Rental Unit Conservation Law are being proposed to cover a larger portion of the cost of the program. During the last two years, fees have covered approximately 75% of the City's expenses. Fees for the program were last increased in 2000. Other amendments to Chapter 22 are also being proposed so that administrative processes and ordinance match.

DISCUSSION:

During FY12, staff in the Office of Neighborhood Services analyzed their time and expenses to determine accurate costs to carry out the rental program. The City's internal auditor advised in the collection and analysis of the data. Staff is proposing the following fee changes to go into effect January 1, 2013:

- Inspection fees increasing from \$7 to \$15 per unit
- Reinspection fees increasing from \$20 to \$25 per unit
- Failure to meet the inspector fees increasing from \$15 to \$20 per incident

Three other fees will remain unchanged including application fee, renewal fee and complaint inspections.

Staff have made stakeholders aware of these proposed changes through newsletters included with rental renewal forms, a press release, public meetings, contact with the Columbia Apartment Association and the Columbia Board of Realtors and accepting comments online and at the service center on the third floor of City Hall. Comments received through July 30 are attached.

During the public comment process, staff also received feedback on occupancy disclosures; that idea will be addressed in a separate report to Council.

In addition to the fee changes, staff is recommending several other changes to Chapter 22 that will result in current administrative procedures matching ordinance. These should have little effect on rental property owners, managers or tenants.

One area of clarification is the definition of rental properties. In the past rent to own, lease purchase or contract for deed arrangements have been allowed by the City to be exempt from compliance with the Rental Unit Conservation Law. However, there is little difference between these agreements and a rental lease. Staff believes these agreements have given owners a way around complying with City ordinance. Staff is proposing adding a line to 22-183 that states: *Operate, operating and operation also include rent to own, lease purchase and contract for deed arrangements.* Staff intends to contact those property owners who previously did not comply with this ordinance making them aware of this clarification and requesting that ownership change or that rental application be made by January 1, 2013 after which time any owner not complying will be prosecuted.

FISCAL IMPACT:

Based on the activity of the rental program in FY12, the proposed fee increases could generate an estimated additional \$42,500.

VISION IMPACT:

<http://www.gocolumbiamo.com/Council/Meetings/visionimpact.php>

The Rental Unit Conservation Law found in Chapter 22 of City Ordinance supports Vision Strategy 2.3.1: Hold absentee or irresponsible landlords accountable for substandard property and housing and Goal 5.3: Columbians will live in well maintained, environmentally sound neighborhoods that include a range of housing options and prices; that are within walking distance of amenities such as schools, places of worship,

shopping and recreation facilities; and that are supported by citywide bicycle, pedestrian, and transit systems.

SUGGESTED COUNCIL ACTIONS:

Approval of this ordinance change including fee increases.

FISCAL and VISION NOTES:					
City Fiscal Impact Enter all that apply		Program Impact		Mandates	
City's current net FY cost	\$0.00	New Program/ Agency?	No	Federal or State mandated?	No
Amount of funds already appropriated	\$0.00	Duplicates/Expands an existing program?	No	Vision Implementation impact	
Amount of budget amendment needed	\$0.00	Fiscal Impact on any local political subdivision?	No	Enter all that apply: Refer to Web site	
Estimated 2 year net costs:		Resources Required		Vision Impact?	Yes
One Time	\$0.00	Requires add'l FTE Personnel?	No	Primary Vision, Strategy and/or Goal Item #	2.3.1
Operating/ Ongoing	\$0.00	Requires add'l facilities?	No	Secondary Vision, Strategy and/or Goal Item #	5.3
		Requires add'l capital equipment?	No	Fiscal year implementation Task #	

The following comments were received by the Community Development Department regarding the City of Columbia's proposed changes to the fees associated with the Rental Unit Conservation Law:

- The majority of the Columbia Apartment Assoc. members feel that the fee changes are reasonable. Some members suggested changing the certificate period to 5 years instead of 3. This would reduce costs for all concerned. Rental Property Owner or Manager
- Leigh, I also agree with Bob Craig and appreciate your careful consideration of these matters. Sincerely, Matt Blanton, OD Rental Property Owner or Manager
- I'm not as concerned about the fee as the number of occupants allowed per unit.
- I am in favor of increasing fees associated with the Rental Unit Conservation Law so that we can afford to implement the law.
- I think it is a really good idea to increase the fees so the city will have money to enforce the law regarding over occupancy. Putting too many people in the same house is how neighborhoods start on a downhill path. It is really a problem in older low income neighborhoods. Tenant
- Please see my comments below. This is critical to preserve and protect Columbia residents and Columbia neighborhoods. If we don't do this, the people who have the means to pay taxes and contribute to the economic well being of Columbia will flee to the suburbs, just like in other cities across the country. We will be left with decaying eyesores in our urban area, overrun by students who don't pay taxes and move out of town after four years.
- I don't understand why you need to raise them. And this is pretty bad timing. Tenant
- I think that the increase in occupancy fees are reasonable and fair.
- The city must recoup the costs it incurs in carrying out the law and meeting the requirements of the ordinance. It makes sense for the cost to be recovered from those who use the service. However, as many non-landlord home owners living in high rental areas also benefit from the city being able to carry out its functions - which result in general orderliness and peace in the neighborhoods - then taking it from general real estate taxation might be an option. Those who live in neighborhoods which are mostly owner-occupied units would probably have the least interest in incurring a general tax to support this function. I live in a part owner-occupied, part rental neighborhood. I support the city recouping the funds it needs to carry out its functions.
- I see no problem with increasing these fees, which have remained static for 12 years. The program should be fully funded and self-sufficient. This is a step in the right direction.
- I think the fees should reflect the cost to the city. If I read the proposal correctly, it only will account for 75% of the cost to provide this oversight? Why not raise the cost to match the service? Rental Property Owner or Manager

- I favor the proposed fee increases. There have been no increases since 2000, and at least one of the fees (failure to meet the inspector) can generally be avoided. If landlords pass these fees on to tenants, it will be paid mainly by families of students, increasing numbers of whom come from outside of Missouri. The benefits of further incentives for landlords and tenants to maintain properties in decent condition accrue to both future tenants and the city's housing stock in general.
- no problem with this Rental Property Owner or Manager
- none
- The fee changes appear to be acceptable increases. Rental Property Owner or Manager
- Seem appropriate, the city needs the support of the process.
- I don't feel that the small, suggested increases will be a hardship for the landlords or tenants.
- Perfectly resonable, especially if some of the proceeds will be used to combat over-occupancy.
- I'm amused you are interested in opinions about increasing the fees. Of course, nobody likes for fees to increase. The landlords will just use this as an excuse to increase rent disproportionately and landlords and the city will both benefit. Who is going to complain? Rental Property Owner or Manager
- An occupancy disclosure form that all rental property owners would be required to complete with information on their tenants sounds like a great idea, but the same information can be obtained from property leases. Why ask busy landlords to fill out a form that is redundant. If there is an issue, ask them for a copy of the lease. It is that simple. Last year you would have had to ask for 47 leases. I strongly suggest that you not get involved in reviewing ALL leases in this town. It is pointless and you will have mountains of paper, worthless paper. You couldn't hire enough people to review each lease and then check if the leased property is in violation. Please understand that many landlords have hundreds of tenants, even though they are "mom and pop" businesses. They can't hire people to fill in forms; they don't have the capital to do so. Margins are tight, competition is fierce, and they are extremely busy and don't have the time to do it themselves. Please forget, sorry for saying it, this really dumb proposal. If the city only had 47 complaints last year of over occupancy, why burden everyone--hundreds of us--with only 47 different concerns. There are tens of thousands of rental units in town...and you propose that all of us respond by completing forms? My impression is that you have absolutely no clue what is involved in operating a successful rental business. It looks easy; it's not. I fully understand that, unfortunately, there a few landlord who have absolutely no integrity and who will make every attempt to seek advantage of city ordinances. Most of us are not like this. And besides, most of us do not want more than the maximum number of people in a unit. It causes more wear and tear, maintenance, etc. Forget about requiring landlords to fill out forms. It's a really bad idea that will backfire--The

Columbia Apartment Association will get fully involved and that group has some very, very powerful members. The City and Neighborhood Services will look stupid and wonder why they ever dreamed this was viable. Rental Property Owner or Manager

- I am a home owner with one rental unit. I do not agree that the city should increase this tax. It is the tenant who benefits from this service. So tax the tenant if you must, please.
Rental Property Owner or Manager
- The fee changes are fine. Rental Property Owner or Manager
- I feel that these rates are fair and reasonable.
- I have no problem with the fees or the required inspections. Frankly, it disgusts me to see how some landlord's fail to maintain their properties. My only complaint is that despite spending tens of thousands of dollars improving a rental building, a compliance officer can find some small item that needs to be addressed and the owner has to pay for a re-inspection. Seems a form that we swear to and mail in should be sufficient proof that the item was taken care of. Occasional re-inspections can be done to keep landlords honest. Rental Property Owner or Manager
- I feel that the fees being increased are fair. Rental Property Owner or Manager
- Based on information from KOMU article, <http://www.komu.com/news/columbia-seeks-public-input-on-rental-fees/>, I think the increase in "Failure to meet inspector" should be no higher than the cost of an inspection. The value of an inspector's time is the same regardless of whether he or she makes the inspection or not. This is based on the assumption that the property owner would be charged the proposed "\$25 Re-inspection" fee as a failure to appear could be considered a failed inspection. It seems the Department would recover costs in the increased "Re-inspection" fee that would be assessed for a second visit to the location. At the Doctor's office, I believe they can only charge you a maximum of the fee you would have incurred for a visit if you miss your appointment, though they are typically behind schedule and can fill your slot anyway. Like I said in the beginning, my opinion, and its only an opinion, is based on the KOMU article, as the information was extremely difficult to find and verify on the GoColumbiaMO website. Tenant
- As a landlord I am not in favor of the occupancy disclosure. I would assume that it targets units that are housing more than the allowable number of residents. This will be more red tape for all landlords to go through when renting property. Having a document signed by each tenant and especially if it requires notarization will be a pain. All rentals involve a lease agreement between the parties. These leases already spell out exactly who can live there along with how many children, pets, etc. So the tenant already knows that no one else besides those stated on the lease can live there. I, as a landlord do not want more people living in the unit than it was designed for so it behooves me to police this for my own sake. What good will the occupancy disclosures do? Will it stop unscrupulous landlords and tenants from exceeding the limits? I don't see how. When you get a complaint about the possibility of too many people in a unit you will pull out these disclosures and what? It will still be difficult to know if there are extra "visitors" there

or if a girlfriend or boyfriend has moved in at a later date. I agree that there may be some over occupancy going on but this will not stop it. Please don't ask all of the law abiding landlords in this town to jump through this new "hoop" to stop the few dishonest landlords. Thank You, Mike Tompkins Rental Property Owner or Manager

- Lower fees are good...the good thing with the new structure it provides positive for those that are good actors and punishes those that are not, which I am sure take up 95% of the time of city staff. The gas heating inspection deal is one thing that needs to go...too much work to do, no real benefit, and very, very expensive to have done. Teach an inspector to have a carbon dioxide detector with them to test when they inspect. Rental Property Owner or Manager
- I understand most of the proposed fee increases but I would like to express concern on the re-inspection fees and your re-inspection process. I was recently inspected on 30% of our 250 units. We were reinspected for a few units for the following reasons: 1. a tub or a sink was not draining properly and we were not informed by the tenant 2. there was a unit that was dirty and the inspector advised us to ask the tenant to have it cleaned up. I don't feel that either of these reasons should require a fee to be paid to re inspect. I think the re inspection fee is already too high and if they are going to come back out for petty reasons such as this, the fee should not be increased. Rental Property Owner or Manager

Comments received via email:

- Bob Craig <bobcraig@socket.net> Jul 29 10:53AM -0500

Greetings Leigh and apartment association members, With regard to the rental inspection fee increases: I don't have a problem with a fee increase, but I feel that there should be some sharing. It seems that Landlords are assumed to have infinite wealth so whenever a government entity has a budget shortfall they look to the infinitely deep pockets of Landlords. Those involved with standing for the rental compliance inspection all know that the actual fee paid to the city for the inspection is a small part of our cost to prepare for that inspection. HVAC systems must be inspected at a cost from \$40.00 to \$75.00 or more per unit depending on the vendor and any work they deem necessary for them to sign off on the inspection sheet. We have to do preliminary inspections and make corrections to mostly tenant caused discrepancies. Then we have to make changes required by revisions to the property maintenance codes and sometimes the building codes. If there is some peeling paint somewhere, often an entire building requires repainting to have a proper appearance. So with all this expense in mind, what would be something that could be done as a small token of consideration for us Landlords? How about extending the time period of the certificate of compliance to five years and the renewal without inspection to five years? You still have the authority to require an inspection in case of a complaint, so alleged discrepancies may be addressed when they occur. Also, this would lighten the workload on the city staff and reduce the need for additional staff. With regard to occupancy limits and disclosure: This seems to me to be a frontal attack on Landlords. If more than four people residing in a dwelling is a problem, it is a problem for a family that has five or six children the same as a rental unit occupied by more than four people. I have heard that this whole concept was created from one complaint from a neighbor about a large house rented to students. I don't know if that is true, but I feel

that a problem such as this should be addressed on an individual basis, perhaps in court if thought to be unbearable. It is not appropriate to create an ordinance covering an entity of over 100,000 people over the complaints of a very few who want someone else to solve a problem they seem to have. How are the Landlords that have large rooming houses to deal with this rule? I believe that an ordinance restricting the number of occupants in R-1 zoning is a stretch into government intrusion of individual property rights. Going further is far too much intrusion.

Thank you for considering my comments. Regards, Bob Craig

- rduker@centurytel.net Jul 29 12:02PM -0400

Bob, well said.

Leigh, I too ask that you push the inspection period out to 5 years.
All the added cost just drive up rents and reduces affordable housing.

Russ Duker

- "Ron Logan" <rlogan878011@mchsi.com> Jul 29 11:15AM -0500

Leigh I too agree with Bob and I think a compromise would show good will for both sides.

Ron Logan (573) 819-6177
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- Matt Blanton <Mizzoumatt@aol.com> Jul 29 01:22PM -0500

Leigh, I also agree with Bob and appreciate your careful consideration of these matters.

Sincerely,

Matt Blanton, OD