

Summary February 18th, 2025

Committee Meeting Public Hearing - 6:20pm CDBG/ Home Applicants

<u>Bill</u>	<u>Status</u>	<u>Title</u>	<u>Sponsor</u>	<u>Committee Meeting</u>
COUNCIL BEGINS				
25-016	Vote	Assenting to the Petition for detachment of certain land from the City of Mansfield, Ohio, pursuant to the Ohio Revised Code 709.38, and declaring an emergency.	Mount	
CAUCUS BEGINS				
25-020	Caucus Only	Amending Chapter 1371 "Housing Code" Section 1371.13 "Violations" of the Mansfield Codified Ordinances and, declaring an emergency.	Mount	
25-021	Vote	Amending Sections 15, 16, and 31 of Ordinance No. 25-005 adopting personnel positions, pay grades, and salaries for certain employees of the City of Mansfield 2025 payroll year, and declaring an emergency.	Meier	
25-022	Caucus Only	Authorizing the Public Works Director to enter into an agreement for electric services aggregation with a credible electric company, and declaring an emergency.	Burns	
25-023	Caucus Only	Authorizing the Public Works Director to enter into a Brownfield Remedial Agreement with the Richland County Land Reutilization Corporation. Approving the expenditure of up to Ninety-One Thousand Eight Hundred Sixty-Eight and 35/100 Dollars (\$91,868.35) as match funding from the PRIDE Demolition Fund (#238) for the remediation of a former Gas Station at 474 Bowman Street, Mansfield, Ohio, 44903, and declaring an emergency.	Falquette	

NEXT MEETING **Tuesday**, March 4th, 2025 7:00 Council to follow

BILL #25-016

ORDINANCE # _____

BY: MS MOUNT

Assenting to the Petition for detachment of certain land from the City of Mansfield, Ohio, pursuant to the Ohio Revised Code 709.38, and declaring an emergency.

WHEREAS, Aaron and Katherine Kosht own 9.554 acres on parcel # 056-92-153-13-002. The owners filed a petition for the detachment of certain from the City of Mansfield to the Township of Washington pursuant to Ohio R.C. 709.38; and

WHEREAS, Ohio R.C. 709.38 requires the City to pass an ordinance assenting to the detachment of land.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MANSFIELD, STATE OF OHIO:

SECTION 1. In accordance with the requirements of Ohio R.C. 709.38, the Council assents to the petition for the detachment of certain land filed by Aaron and Katherine Kosht as set forth in the petition, attached hereto as Exhibit “A” and expressly incorporated herein by reference.

SECTION 2. That upon review of the Petition for detachment, City Council does assent to and grants the Petition for the prayed for detachment in accordance with Ohio R.C. 709.38.

SECTION 4. That by reason of the immediate need for the Board of County Commissioners’ receipt of this Ordinance is necessary for the Commissioners’ proceedings to go forward, this measure is determined to be an emergency Ordinance for the immediate preservation of the public peace, health, safety, and welfare of the City of Mansfield and its inhabitants and providing it receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its adoption, otherwise from and after the earliest time allowed by law, after its passage and approval by the Mayor.

Caucus	<u>4 February 2025</u>
Tabled	<u>4 February 2025</u>
1 st Reading	<u>18 February 2025</u>
PASSED	<u>18 February 2025</u>

SIGNED /s/ Phillip E. Scott
President of Council

ATTEST /s/ Delaine Weiner
Clerk of Council

APPROVED /s/ Jodie Perry
Mayor

APPROVED AS TO FORM: Roeliff E. Harper
Law Director
City of Mansfield, Ohio

BEFORE THE CITY COUNCIL OF THE CITY OF MANSFIELD, OHIO

PETITION

TO: City of Mansfield City Council
ATTN.: Delaine Weiner

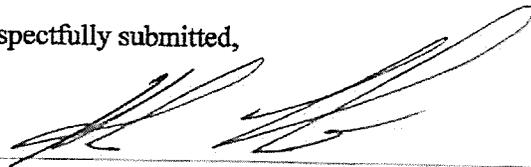
**PETITION FOR DETACHMENT OF LANDS ON APPLICATION OF ALL
LANDOWNERS PER R.C. §§709.38**

The undersigned are the sole free-hold electors owning land in the City of Mansfield, Ohio, accurately described in this Petition as provided by the Survey Map and Legal Description attached hereto. The Petitioners now pray to have such land detached from the City of Mansfield, Ohio, and made a part of Washington Township.

Andrew J. Medwid of Six West Third Street, Mansfield, Ohio 44902, is the Agent for all necessary proceedings required by this Petition, including taking any action necessary for obtaining the granting of this Petition without further express consent of the Petitioners.

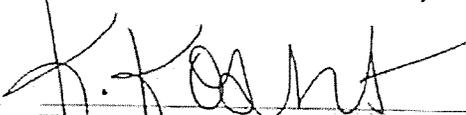
Respectfully submitted,

Dated: 9/22/24



Aaron Kosht
1015 Straub Road W., Mansfield, OH 44904

Dated: 9/22/2024



Katherine Kosht
1015 Straub Road W., Mansfield, OH 44904

Andrew J. Medwid
6 W. Third Street, Suite 200
Mansfield, OH 44902
Phone: 419-961-8058
Fax: 567-686-1081
Email: andymedwid@gmail.com

STRAUB ROAD (T.H. 312)



NORTH



220.11'

NW CORNER,
NW QUARTER,
SECTION 8

230.00' ±

K.M. & A.G. KOSHT
O.R.V. 2875, PAGE 514
PP#053-37-035-14-000

(1.162 AC.)

230.00' ±

P.O.B.

WASHINGTON TOWNSHIP
CITY OF MANSFIELD

Situated in the City of Mansfield Township of Washington, County of Richland and State of Ohio: being a part of the Northwest Quarter of Section 8 of Township 20, Range 18 and being more particularly described as follows: Commencing at the northwest corner of the northwest quarter of Section 8, the same being a point in the centerline of Straub Road (T.H. 312), Thence, Southerly with the west line of said section 230.00 feet to a point on the north line of the City of Mansfield corporation, said point being the starting point of the parcel herein described, Thence, Easterly with the north line of said corporation line to a point, Thence, on a line common to lands owned by K.M. & A.G. Kosht (O.R.V. 2875, Page 514) the following five (5) courses and distances:

1. Southerly 649.63 feet to a point,
2. Southeasterly 474.78 feet to a point,
3. Thence, Southerly 263.99 feet to a point,
4. Thence, Westerly 596.59 feet to a point on the west line of said quarter section, the same being the west line of the City of Mansfield corporation line,
5. Thence, Northerly with said west line 1199.64 feet to the starting point containing 9.554 acres.

Permanent Parcel #056-92-153-13-002

WASHINGTON TOWNSHIP
CITY OF MANSFIELD

1199.64'

649.63'

SURVEYOR CERTIFICATION

THIS PLAT OF DETACHMENT AND ITS DESCRIPTION ARE FROM DOCUMENTS OF RECORD AND ARE FOR DETACHMENT PURPOSES ONLY.

THE WEST LINE OF
THE NW QTR., SEC. 24

474.78'

K.M. & A.G. KOSHT
O.R.V. 2875, PAGE 514
PP#056-92-153-13-002

M. & H. COCKLEY
O.R.V. 1866, PAGE 353
PP#056-92-153-13-001

9.554 ACRES
TOTAL

263.99'

596.59'



Chad F. Craig

SURVEY BY: CHAD F. CRAIG P.S. #8195
for SEILER & CRAIG SURVEYING INC.
270 PARK AVENUE WEST
MANSFIELD, OHIO 44902
(419) 525-3644
EMAIL:SEILERANDCRAIG@SEILERANDCRAIG.COM

DETACHMENT FROM CITY OF MANSFIELD
TO THE TOWNSHIP OF WASHINGTON

KOSHT

PART NW QTR., SECTION 8, T-20, R-18
CITY OF MANSFIELD, WASHINGTON TWP.,
RICHLAND COUNTY, OHIO

DATE: JANUARY 8, 2024

SCALE: 1"=150'

STRAUB_RD_1015

BY: MS MOUNT

Amending Chapter 1371 "Housing Code" Section 1371.13 "Violations" of the Mansfield Codified Ordinances and, declaring an emergency.

**BE IT ORDAINED BY THE COUNCIL OF THE
CITY OF MANSFIELD, STATE OF OHIO:**

SECTION 1. That Section 1371.13 of the Mansfield Codified Ordinances of 1997, be, and the same is hereby, amended to read as follows:

1371.01 BOARD OF HOUSING APPEALS.

There is hereby established a Board of Housing Appeals, the members and officers of which shall be the same as the Planning Commission. This Board shall have the authority, after hearing, to affirm, overrule or modify any order issued under authority of this chapter by the Bureau of Buildings, Inspections, Licenses and Permits or the Superintendent.

1371.02 INTERPRETATION.

Reference is made to that certain publication of the Ohio Department of Health, published in 1968, known as the "Recommended Housing Regulation and Interpretive Guide" from which this chapter is modeled. The explanatory provisions thereof which are set forth therein as a guide to interpretation of the regulations are hereby adopted as a guide to interpretation and explanation of the provisions of this chapter.

1371.03 DEFINITIONS.

The following definitions shall apply in the interpretation and enforcement of the provisions of this chapter:

- (a) "Basement" means a portion of a building located partly underground, but having less than half its clear floor-to-ceiling height below the average grade of the adjoining ground.
- (b) "Board" means the Board of Housing Appeals.
- (c) "Bureau" means the Bureau of Buildings, Inspections, Licenses and Permits.
- (d) "Cellar" means a portion of a building located partly or wholly underground, and having half or more than half of its clear floor-to-ceiling height below the average grade of the adjoining ground.
- (e) "Dwelling" means any building or structure which is wholly or partly used or intended to be used for living or sleeping by human occupants, provided that temporary housing as hereinafter defined shall be exempted from the provisions of this chapter.
- (f) "Dwelling unit" means any habitable room or group of adjoining habitable rooms located within a dwelling and forming a single habitable unit with facilities which are used or intended to be used for living, sleeping, cooking and eating of meals.
- (g) "Garbage" means the putrescible animal and vegetable wastes resulting from the handling, processing, preparation, cooking or serving of food.
- (h) "Habitable room" means a room or enclosed floor space used or intended to be used for living, sleeping, cooking or eating purposes, excluding bathrooms, water closet compartments, laundries, pantries, foyers or communicating corridors, closets and storage space, and any other room designated by the Superintendent.
- (i) "Infestation" means the presence, within or around a dwelling, of any insects, rodents or other pests.
- (j) "Multiple dwelling" means any dwelling containing three or more dwelling units.

(k) "Occupant" means any person over one year of age, living, sleeping, cooking, eating in or having actual possession of a dwelling unit or rooming unit.

(l) "Operator" means any person who has charge, care or control of a building, or part thereof, in which dwelling units or rooming units are let.

(m) "Ordinary minimum winter conditions" means the temperature fifteen degrees Fahrenheit above the lowest recorded temperature for the previous ten-year period.

(n) "Owner" means any person who, alone or jointly or severally with others:

(1) Has legal or equitable title to any dwelling or dwelling unit, with or without accompanying actual possession thereof; or

(2) Has charge, care or control of any dwelling or dwelling unit, as owner or agent of the owner, or as executor, executrix, administrator, administratrix, trustee or guardian of the estate of the owner. Any such person thus representing the actual owner shall be bound to comply with the provisions of this chapter.

(o) "Person" means an individual, partnership, association, syndicate, company, firm, trust, corporation, government corporation, department, bureau, agency or any entity recognized by law.

(p) "Plumbing" means and includes all of the following supplied facilities and equipment: gas pipes, gas burning equipment, water pipes, garbage disposal units, waste pipes, water closets, sinks, installed dishwashers, lavatories, bathtubs, shower baths, installed clothes washing machines, catch basins, drains, vents and any other similar supplied fixtures, together with all connections to water, sewer or gas lines.

(q) "Premises" means a lot, plot or parcel of land including the buildings or structures thereon.

(r) "Rooming house" means any dwelling, or that part of any dwelling containing one or more rooming units, in which space is let by the owner or operator to three or more persons who are not husband or wife, son or daughter, mother or father, or sister or brother of the owner or operator.

(s) "Rooming unit" means any room or group of rooms forming a single habitable unit used or intended to be used for living and sleeping, but not for cooking or eating purposes.

(t) "Rubbish" means combustible and noncombustible waste materials, except garbage, and includes the residue from the burning of wood, coal, coke and other combustible material, paper, rags, cartons, boxes, wood, excelsior, rubber, leather, tree branches, yard trimmings, tin cans, metals, mineral matter, plastics, glass, crockery and dust.

(u) "Superintendent" means the Inspections Superintendent of the Bureau.

(v) "Supplied" means paid for, furnished or provided by or under the control of the owner.

(w) "Temporary housing" means:

(1) House trailers and travel trailers as defined in Ohio R.C. 4501.01, when occupied for periods of less than thirty days.

(2) A camp as defined in Ohio Administrative Code Chapter 3701:25 under authority of Ohio R.C. 3701.13 and 3701.34.

(3) Any other structure used for human shelter which is designed to be transportable and which is not attached to the ground, to another structure, or to any utilities system on the same premises for more than thirty consecutive days.

(x) Whenever the words "dwelling", "dwelling unit", "rooming house", "rooming unit", "premises" are used in this chapter, they shall be construed as though they were followed by the words "or any part thereof".

1371.04 INSPECTIONS.

The Superintendent and the Bureau are hereby authorized to make inspections to determine

the conditions of dwellings, dwelling units, rooming units and premises located within the City, in order that they may perform their duty of safeguarding the health and safety of the occupants of dwellings and of the general public. The owner, operator or occupant of every dwelling, dwelling unit and rooming unit, or the person in charge thereof, shall give the Bureau free access to such dwelling unit or rooming unit and its premises at all reasonable times for the purpose of such inspection, examination and survey. Every occupant of a dwelling or dwelling unit shall give the owner or operator thereof, or his agent or employee, access to any part of the dwelling or dwelling unit or its premises, at all reasonable times for the purpose of making such repairs or alterations as are necessary to affect compliance with the provisions of this chapter.

1371.05 CONVEYANCE INSPECTIONS; FEE.

Any mortgage, loan, rental, leasing or management institution or agency, including Federal and State agencies, and any real estate broker or other person having an interest therein, may have a dwelling inspected by the Bureau to determine such dwelling's degree of compliance with the provisions of this chapter. The fee for such inspection shall be twenty-five dollars

1371.06 ENFORCEMENT.

(a) Whenever the Superintendent determines that there are reasonable grounds to believe that there has been a violation of any provision of this chapter, he shall give written notice of such alleged violation to the person or persons responsible therefor, allowing a reasonable time for the correction of the alleged violation.

(b) Such notice is to:

(1) Be put in writing and may be prepared on a standard Bureau form or may be incorporated in the body of a letter sent to the responsible party.

(2) Include a description of the real estate sufficient for identification.

(3) Include a statement of the reason or reasons why it is being issued. This will include the number of the section or sections of this chapter found to be violated and a brief statement as to the nature of the violations.

(4) Allow a reasonable time for the performance of any act it requires.

(5) This notice shall be served by sending it by certified mail, return receipt requested or by personal service to the owner, and/or lessee, agent, tenant or occupant having charge of such building, structure or premises at his/her address. (Ord. 94-151. Passed 6-21-94.)

(c) Any person affected by any notice of an alleged violation may request and shall be granted a hearing before the Board, provided the request for hearing is made within the number of days specified in the notice.

(d) After such hearing the Board shall sustain, modify or withdraw the notice, depending upon its findings as to whether the provisions of this chapter have been complied with.

(e) Whenever the Superintendent finds that an emergency exists which requires immediate action to protect the public health, he may, without notice or hearing, issue an order reciting the existence of such an emergency and requiring that such action be taken as he deems necessary to meet the emergency. Notwithstanding the other provisions of this chapter, such order shall be effective immediately. Any person to whom such order is directed shall comply therewith immediately, but upon petition to the Board shall be afforded a hearing as soon as possible. After such hearing, depending upon its finding as to whether the provisions of this chapter have been complied with, the Board shall continue such order in effect, or modify it or revoke it.

(f) Failure to correct the violation of which notice was given or pursuant to an order of the Board if a hearing was had, within the time allotted by the Superintendent or the Board, shall constitute a violation of this chapter, and such failure each day thereafter shall

constitute a separate offense.

(g) When a notice has been given in accordance with subsection (a) hereof, such notice shall constitute adequate and effective notice for all enforcement purposes under this chapter with respect to a continuing violation or subsequent violations of the same Code provision(s), for a period of one year following the date of service of the initial notice.

1371.07 MINIMUM SANITATION STANDARDS.

No person shall occupy as owner-occupant, or let to another for occupancy any dwelling or dwelling unit, for the purpose of living, sleeping, cooking or eating therein, which does not comply with the following requirements:

(a) Every dwelling unit shall contain a kitchen sink which is properly connected to a water and sewer system approved by the Superintendent.

(1) Every dwelling unit occupied by more than one person shall contain a kitchen sink having a usable area not less than fifteen inches by eighteen inches. The depth of the sink shall be adequate to allow immersion of a reasonable number of cooking and eating utensils.

(2) If a wash basin smaller than that described in subsection (a)(1) hereof is present within the dwelling unit, it can be used if the dwelling unit is occupied by one person.

(3) Every kitchen sink shall be supplied with water from either:

A. Municipal water supply; or

B. A private water supply located, constructed, operated and maintained in accordance with the provisions and standards of Chapter 945 of the Streets, Utilities and Public Services Code.

(4) Every kitchen sink shall be discharged into:

A. A public sewer; or

B. To an individual sewage disposal system installed in accordance with the standards and regulations of the Health Department.

(b) Every dwelling unit shall contain a room which affords privacy to a person within such room and which is equipped with a flush water closet, a lavatory and a bathtub or shower, connected to a water and sewer system approved by the Superintendent.

(1) Privacy shall be deemed to have been satisfied when every toilet and every bath is contained within a room or within separate rooms affording privacy to a person within such room or rooms. Walls of bath and toilet rooms shall be solid and shall extend from the floor to the ceiling, windows or other ventilation and light sources shall be so located or constructed as to insure the privacy of the occupant of the room.

(2) Every flush water closet, lavatory, bathtub or shower shall be supplied with water from either:

A. Municipal water supply; or

B. A private water supply located, constructed, operated and maintained in accordance with the standards of Chapter 945 of the Streets, Utilities and Public Services Code.

(3) Every flush water closet, lavatory, bathtub or shower shall be discharged into:

A. A public sewer; or

B. An individual sewage disposal system installed in accordance with the standards and regulations of the Health Department.

(c) Every kitchen sink, lavatory, bathtub or shower shall be properly connected with hot and cold water lines. The hot water lines shall be connected to a hot water heating facility of adequate size which provides at all times a temperature of not less than 120 degrees Fahrenheit.

(d) Every dwelling and dwelling unit shall be supplied with a potable water supply. There shall be adequate water supply and pressure at all installed hot and cold water outlets.

(e) All plumbing shall be properly installed and maintained in good working condition, free from defects, leaks and obstructions. Plumbing shall be installed in accordance with local plumbing regulations.

(f) Every dwelling unit shall be supplied with adequate rubbish storage facilities, type and location of which are acceptable to the Superintendent and shall be disposed of in a manner acceptable to the Superintendent.

(g) Every dwelling unit shall have adequate garbage disposal facilities, type and location of which are acceptable to the Superintendent and shall be disposed of in a manner acceptable to the Superintendent.

(h) Every dwelling unit shall have two safe unobstructed means of egress leading to a safe and open outdoor space at ground level. This requirement shall not apply to residential buildings when all of the following conditions exist:

(1) The structure does not exceed two stories in height;

(2) There are not more than four dwelling units per floor;

(3) The maximum exitway access travel distance does not exceed fifty feet;

(4) The minimum fire resistance rating of the exitway closure and opening protection of the building is one hour; and

(5) Every sleeping room has at least one operable window or exterior door approved for emergency egress or rescue. The units must be operable from the inside opening without the use of separate tools. Where windows are provided as a means of egress or rescue they shall have a sill height not more than forty-four inches above the floor. All egress or rescue windows from sleeping rooms must have a minimum net clear opening of five and seven-tenths square feet. The minimum net clear opening height dimension shall be twenty-four inches. The minimum net clear opening width dimension shall be twenty inches.

(i) Every habitable room shall have at least one window or skylight facing directly to the outdoors. The minimum total window area, for every habitable room, is to be ten percent (10%) of the floor area of such room. Whenever the only window in a room is a skylight-type window in the top of such room, the total window area of such skylight is to equal at least fifteen percent (15%) of such room.

(j) Every habitable room shall have at least one window or skylight which can be easily opened or such other device as will adequately ventilate the room. The total of openable window area in every habitable room shall be equal to at least forty-five percent (45%) of the minimum window area size or minimum skylight type window size as required in subsection (i) hereof except where there is supplied some other device affording adequate ventilation and approved by the Superintendent.

(k) Every bathroom and water closet compartment shall be adequately lighted and ventilated in accordance with subsections (i) and (j) hereof or be adequately ventilated by an adequate mechanical ventilation system and adequate lighting shall be furnished. Every bathroom floor shall be constructed and maintained so as to be reasonably impervious to water.

Every bathroom and toilet room shall have one window facing directly to the outdoors with a minimum total window area of at least ten percent (10%) of the floor area of the room, or a skylight-type window, the horizontal projection of which has an area of at least fifteen percent (15%) of the floor area of such room and at least forty-five percent (45%) of the minimum window area of which is openable for ventilation.

(l) Every dwelling unit shall have heating facilities which are properly installed, are maintained in safe and good working condition, and are capable of safely and adequately heating all habitable rooms, bathrooms and water closet compartments in every dwelling unit located therein to a temperature of at least seventy degrees Fahrenheit under ordinary minimum winter conditions.

(m) In every dwelling unit, the openings to the outdoors resulting from doors or windows customarily open when flies, mosquitoes and other insects are prevalent, shall be properly screened.

(n) Exterior property areas and accessory structures shall be free from health, fire and accident hazards, and vermin, insect and rodent harborage and conditions which might create a nuisance.

(o) The interior of every structure used for human habitation shall be free from insect, rodent and vermin infestation.

(p) Every foundation, floor, ceiling, wall and roof shall be reasonably weather tight and rodent proof. Where excessive dampness exists, corrective measures shall be required to relieve this dampness.

(q) Every window, exterior door and basement hatchway shall be reasonably weather tight, watertight and rodent proof.

(r) Every inside and outside stair, every porch and every appurtenance thereto shall be constructed as to be safe to use.

(s) Where there is electric service available from power lines which are not more than 300 feet away from a dwelling, every habitable room of such dwelling shall contain at least two separate floor or wall-type electric convenience outlets or one such convenience outlet and one supplied ceiling-type electric light fixture; and every water closet compartment, bathroom, laundry room, furnace room and public hall shall contain at least one supplied ceiling or wall-type electric light fixture. Every such outlet and fixture shall be properly installed, shall be maintained in good and safe working condition, and shall be connected to the source of electric power in a safe manner.

(t) Every supplied facility, piece of equipment, or utility which is required under this chapter shall be constructed, installed or operated so that it will function safely and effectively and shall be maintained in satisfactory working condition.

(u) No owner or operator shall cause any service, facility, equipment or utility which is required under this chapter to be removed from or shut off from or discontinued for any occupied dwelling let or occupied by him, except for such temporary interruption as may be necessary while actual repairs or alterations are in process, or during temporary emergencies when discontinuance of service is approved by the Superintendent.

(v) Every dwelling unit shall contain a minimum gross floor area of at least 150 square feet of space in habitable rooms for the first occupant and at least 100 square feet of space in habitable rooms for each additional occupant.

(w) Every habitable room shall have a minimum ceiling height of seven feet over fifty percent (50%) of the floor area, and the floor area where the ceiling height is less than five feet shall not be considered as part of the floor area in computing minimum gross floor area.

(x) In every dwelling unit of two or more rooms, every room occupied for sleeping purposes by one occupant shall contain at least seventy square feet of floor space, and every room occupied for sleeping purposes by more than one occupant shall contain at least fifty square feet of floor space for each additional occupant thereof.

(y) No dwelling or dwelling unit containing two or more sleeping rooms shall have such room arrangements that access to a bathroom or water closet compartment intended for use by occupants of more than one sleeping room can be had only by going through another sleeping room, nor shall room arrangements be such that access to a sleeping room can be had only by going through another sleeping room or a bathroom or water closet compartment.

(z) No basement shall be used as a habitable room or dwelling unit unless:

(1) The floors and walls are impervious to leakage of underground and surface runoff water and are effectively insulated against dampness.

- (2) Adequate light and ventilation are supplied.
- (aa) No cellar space shall be used or considered as a habitable room or dwelling unit.
- (bb) No owner shall occupy or let to any other occupant any vacant dwelling unit unless it is clean, sanitary and fit for human occupancy.
- (cc) Every owner of a dwelling containing two or more dwelling units shall be responsible for maintaining in a clean and sanitary condition the shared or public areas of the dwelling and premises thereof.
- (dd) Every occupant of a dwelling or dwelling unit shall keep in a clean and sanitary condition that part of the dwelling, dwelling unit and premises thereof which he occupies and controls.

1371.08 ROOMING HOUSES.

No person shall operate a rooming house or shall occupy or let to another for occupancy any rooming unit in any rooming house, except in compliance with the applicable provisions of every section of this chapter.

- (a) No person shall operate a rooming house unless he holds a valid rooming house permit issued by the Bureau of Buildings, Inspections, Licenses and Permits in the name of the operator for the specific rooming house. This permit shall be displayed in a conspicuous place within the rooming house at all times. Every rooming house permit shall expire at the end of one year following its date of issuance.
- (b) The operator shall apply to the Bureau for such permit, which shall be issued by the Bureau upon compliance by the operator with the applicable provisions of this chapter.
- (c) A rooming house permit is not transferable. When a person who holds a rooming house permit transfers his interest in or control of a rooming house he shall notify the Bureau in writing within twenty-four hours. Such notice shall include the name and address of the person succeeding to the ownership or control of the rooming house.
- (d) When the Bureau denies an application for a rooming house permit, he shall notify the applicant in writing. A notice of denial shall include the date of denial, the time within which a request for hearing may be made, and a brief statement of the facts upon which the denial was based.
- (e) Any person whose application for a permit to operate a rooming house has been denied may request and shall be granted a hearing before the Board of Housing Appeals under the procedure provided by Section 1371.06.
- (f) Whenever upon inspection of any rooming house the Bureau finds that conditions or practices exist which are in violation of any provision of these regulations, the Bureau shall give notice in writing to the operator of such rooming house that unless such conditions or practices are corrected within a reasonable period to be determined by the Superintendent, the operator's rooming house permit will be suspended. At the end of such period the Superintendent shall inspect such rooming house, and if he finds that such conditions or practices have not been corrected, he shall give notice in writing that the latter's permit has been suspended.
- (g) Any person whose permit to operate a rooming house has been suspended, or who has received a written notice that his permit is to be suspended unless an existing violation is corrected, may request and shall be granted a hearing before the Board under the procedure provided by Section 1371.06. Provided that if no petition for such a hearing is filed within ten days after the date such permit was suspended, such permit shall be automatically revoked. Upon receipt of notice of revocation, such operator shall immediately cease operation of such rooming house and no person shall occupy for sleeping or living purposes any rooming unit therein.
- (h) At least one flush water closet, lavatory basin and bathtub or shower, properly

connected to a water and sewer system approved by the Superintendent and in good working condition, shall be provided for each ten persons or fraction thereof residing within a rooming house, including members of the operator's family wherever they share the use of the facilities. Provided that in a rooming house where rooms are let only to males, flush urinals may be substituted for not more than one-third the required number of water closets. All such facilities shall be so located within the dwelling as to be reasonably accessible from a common hall or passageway to all persons sharing such facilities. Every lavatory basin and bathtub or shower shall be supplied with hot water at all times. No such facilities shall be located in a basement except by written approval of the Superintendent.

(i) The operator of every rooming house shall change supplied bed linen and towels therein at least once each week, and prior to the letting of any room to any occupant. The operator shall be responsible for the maintenance of all supplied bedding in a clean and sanitary manner.

(j) Every room occupied for sleeping purposes by one person shall contain at least seventy square feet of floor space, and every room occupied for sleeping purposes by more than one person shall contain at least fifty square feet for each additional occupant.

(k) Every rooming unit shall have at least one safe, unobstructed means of egress leading to safe, open space at ground level and to a public street or alley without having to pass through any other rooming unit.

(l) The operator of every rooming house shall be responsible for the sanitary maintenance of all walls, floors and ceilings; for maintenance of a sanitary condition in every other part of the rooming house; and for the sanitary maintenance of the premises of the rooming house.

(m) Every provision of this chapter which applies to rooming houses shall also apply to hotels, motels, tourist homes, except to the extent that any such provision may be found in conflict with the laws of this State or with the lawful regulations of any State board or agency.

1371.09 CONDEMNATION.

(a) Any dwelling or dwelling unit which is found to have any of the following defects shall be condemned as unfit for human habitation and shall be so designated and placarded by the Bureau of Buildings, Inspections, Licenses and Permits.

(1) One which is so damaged, decayed, dilapidated, unsanitary, unsafe or vermin infested that it creates a serious hazard to the health or safety of the occupants or of the public.

(2) One which lacks illumination, ventilation or sanitation facilities adequate to protect the health or safety of the occupants or of the public.

(3) One which because of its general condition or location is unsanitary, or otherwise dangerous to the health or safety of the occupants or of the public.

(b) Whenever the Bureau has condemned a dwelling or dwelling unit as unfit for human habitation, the Superintendent shall give notice to the owner of such condemnation and of his intent to placard the dwelling or dwelling unit as unfit for human habitation.

The notice to the owner shall:

(1) Be put in writing.

(2) Include a description of the real estate sufficient for identification.

(3) Include a statement of the reason or reasons why it is being issued.

(4) Include a description of the repairs and improvements required to bring the condemned dwelling or dwelling unit into compliance.

(5) Include an explanation of the owner's right to seek modification or withdrawal of the notice by petition to the Board of Housing Appeals in accordance with the provisions of

this chapter.

(6) This notice shall be served by sending it by certified mail return receipt requested, or by personal service to the owner of the dwelling at his/her address, as well as posted in a conspicuous place or places upon the building, structure, premises or dwelling involved. The Bureau is to post in a conspicuous place or places upon the affected dwelling or dwelling unit, a placard or placards bearing in substance, the following words, "Condemned as Unfit for Human Habitation".

(c) Any dwelling or dwelling unit condemned as unfit for human habitation, and so designated and placarded by the Bureau shall be vacated within a reasonable time as ordered by the Bureau and shall remain vacant until written approval is secured from the Bureau.

(d) If the Bureau, with the concurrence of the Board of Health, determines that the structure cannot be improved so as to comply with provisions of these regulations and that same is unsafe, the Bureau may order and direct the owners to demolish such structure as a hazard. In the event that the owners fail to comply with such order the Bureau, with the concurrence of the Board of Health, may order the demolition of the structure and shall certify the cost and expense of demolition as set forth herein to the County Auditor and the same shall become a lien upon the real estate.

(e) Any person affected by any notice of an alleged violation under this section may request and shall be granted a hearing before the Board provided the request for such hearing is made within the number of days specified in the notice.

(f) After such hearing the Board shall sustain, modify or withdraw the notice, depending upon its findings as to whether the provisions of the chapter have been complied with.

1371.10 SECURING CONDEMNED AND VACATED DWELLINGS AND OTHER BUILDINGS.

(a) The notice of condemnation provided in Section 1371.09 shall require the owner or operator of the dwelling, immediately upon its having been vacated, to cause all outer doors to be firmly locked and all windows to be barred or boarded to prevent entry.

(b) The Superintendent, through the procedures set forth in Section 1371.06 shall order the owner of any dwelling or any other building or structure intended for human use which has been vacated for thirty or more successive days to cause all outer doors of such dwelling, building or structure to be firmly locked and all windows to be barred or boarded to prevent entry. Provided that the Superintendent shall have first determined that such order is necessary to protect the health, life, limb or property of the community or any member thereof.

(c) Boarding of doors, windows or any openings in an exterior wall of a building or structure ordered to be boarded shall be done in a workmanship-like manner.

(d) Boarding material shall be new plywood of a minimum thickness of 3/8 inches or a material approved, before installation, by the Superintendent. Boarding material shall be placed plumb and neat.

(e) Unless otherwise directed by the Superintendent, all boarding material shall be painted to match the building, to the extent possible. Paint shall be applied to completely and uniformly cover all surfaces of the material to be painted.

1371.11 VARIANCE.

The Board of Housing Appeals may grant a hearing to a person and authorize in specific cases, such variance from the requirements of this chapter as will not be contrary to the public interest, where the person shows that because of practical difficulties or other special conditions their applications will cause unusual and unnecessary hardship. However, no variance shall be granted that will defeat the spirit and general intent of this chapter, or

otherwise not be in the public interest.

1371.12 CONFLICT OF LAWS.

In any case where a provision of this chapter is found to be in conflict with a provision of any Zoning, Building, Fire, Electrical, Plumbing or Safety Code, ordinance or regulation of the City existing on the effective date of this chapter, the provision which establishes the higher standard for the promotion and protection of the health and safety of the people shall prevail and control.

1371.13 VIOLATIONS.

(a) No person shall violate any section of this chapter, or any order made in pursuance thereof, or obstruct or interfere with the execution thereof, or willfully or illegally omit or fail to obey such order.

(b) No officer of a corporation who has authority over the matter involved in violation of subsection (a) hereof, shall permit the violation of such subsection.

(c) A corporation shall, for any violation, obstruction, interference, or omission mentioned in subsection (a) or (b) hereof, forfeit and pay to the City a sum not to exceed ~~three~~ **six** hundred dollars ~~(\$300.00)~~ **(\$600.00) per violation** to be collected in a civil action brought in the name of the City. No proof of actual damages shall be required, but the court or jury, finding other facts to justify recovery, shall determine the amount by reference to all facts, culpatory, exculpatory, or extenuating, adduced upon the trial.

SECTION 2. That by reason of the immediate necessity to establish updated civil penalties, this measure is determined to be an emergency Ordinance for the immediate preservation of the public peace, health, safety, and welfare of the City of Mansfield and its inhabitants, providing it receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its adoption, otherwise from and after the earliest time allowed by law, after its passage and approval by the Mayor.

Caucus 18 February 2025
1st Reading 4 March 2025
2nd Reading _____
PASSED 4 March 2025

SIGNED /s/ Phillip E. Scott
President of Council

ATTEST /s/ Delaine Weiner
Clerk of Council

APPROVED /s/ Jodie Perry
Mayor

APPROVED AS TO FORM: Roeliff E. Harper
Law Director
City of Mansfield, Ohio

* Publication Required

BY: MS. MEIER

Amending Sections 15, 16, and 31 of Ordinance No. 25-005 adopting personnel positions, pay grades, and salaries for certain employees of the City of Mansfield 2025 payroll year, and declaring an emergency.

WHEREAS, pursuant to Sections 1 through 37 of Ordinance No. 25-005, passed January 7, 2025, this Council adopted certain personnel positions, pay grades and salaries for certain employees of the City of Mansfield for the 2025 payroll year, and

WHEREAS, pursuant to Sections 15, 16, and 31 of Ordinance 25-005 positions and pay rates are outlined for City personnel, and, so as to promote efficiency and productivity of the City, it has become necessary to create new positions and change the title of an existing position.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MANSFIELD, STATE OF OHIO:

SECTION 1. That Section 15 of Ordinance No. 25-005, passed January 7, 2025 be, and the same is hereby amended to read and provide as follows:

“SECTION 15. METRICH ENFORCEMENT UNIT – PERSONNEL. The Metrich Enforcement Unit within the Public Safety Department shall be composed of the following personnel who shall be compensated as set forth in the grant.

<u>POSITION</u>	<u>SALARY/GRADE/HOURLY</u>
a. Youth Coordinator (2)	(Per Grant)
b. Secretary Administrative Assistant ° (2)	(Per Grant)
c. Full-time Temporary *	(Per Grant)
d. Intermittent *	(Per Grant)

The Metrich Enforcement Unit Program is funded through the Governor’s Office of Criminal Justice Services.
The funding for these positions shall cease at the conclusion of the contract (grant).
* The number of positions in a classification will vary from time to time dependent on grant funds available.”

SECTION 2. That Section 16 of Ordinance No. 25-005, passed January 7, 2025 be, and the same is hereby amended to read and provide as follows:

“SECTION 16. MUNICIPAL COURT – PERSONNEL. Upon adoption by the Municipal Court of those provisions of this Section relating to personnel whose salaries are established by the Court, the Municipal Court, in addition to the Judges thereof, shall be composed of the following personnel who shall be compensated in accordance with the salary range or hourly rates indicated:

<u>POSITION</u>	<u>SALARY/GRADE/HOURLY</u>
a. Court Systems Coordinator + (Elected)	(Established by Judges)
b. Court Administrator + (Elected)	(Established by Judges)
c. Deputy Court Administrator + (Elected)	(Established by Judges)

BY: MR. FALQUETTE

Authorizing the Public Works Director to enter into a Brownfield Remedial Agreement with the Richland County Land Reutilization Corporation. Approving the expenditure of up to Ninety-One Thousand Eight Hundred Sixty-Eight and 35/100 Dollars (\$91,868.35) as match funding from the PRIDE Demolition Fund (#238) for the remediation of a former Gas Station at 474 Bowman Street, Mansfield, Ohio, 44903, and declaring an emergency.

WHEREAS, 474 Bowman Street, Mansfield, Ohio, 44903 Permanent Parcel Numbers 027-04-244-10-000 and 027-04-244-11-000 have been forfeited to the State of Ohio for non-payment of property taxes in Richland County Common Pleas Case No. 16 CV 25R, and

WHEREAS, the city has determined it is in the best interest of the county and city to mitigate 474 Bowman Street, Mansfield, Ohio, 44903, and

WHEREAS, the estimated total mitigation cost of the 474 Bowman Street, Mansfield Brownfield is Three Hundred Sixty-One Thousand Five Hundred Ninety-Eight and 35/100 Dollars (\$361,598.35), and

WHEREAS, Ohio Department of Development (ODOD) guidelines provide that only 75% of the total mitigation cost can be awarded as an ODOD grant award or Two Hundred Sixty-Nine Thousand Seven Hundred Thirty and 00/100 Dollars (\$269,730.00), and

WHEREAS, the Land Bank, to be an eligible applicant, must provide a satisfactory allocation of the additional funding for the required 25% cost or Ninety-One Thousand Eight Hundred Sixty-Eight and 35/100 Dollars (\$91,868.35), and

WHEREAS, the city has agreed to provide the necessary additional allocation of funding to perfect the eligibility of the Land Bank application.

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE
CITY OF MANSFIELD, STATE OF OHIO:**

SECTION 1. This City Council does authorize the Public Works Director to enter into a Brownfield Remedial Agreement with the Richland County Land Reutilization and approve the expenditure in an amount not to exceed Ninety-One Thousand Eight Hundred Sixty-Eight and 35/100 Dollars (\$91,868.35) from the PRIDE Demolition Fund (#238) as match funding for the remediation of a former Gas Station at 474 Bowman Street, Mansfield, Ohio, 44903.

474 BOWMAN STREET, MANSFIELD, OHIO BROWNFIELD REMEDIATION AGREEMENT

THIS 474 BOWMAN STREET, MANSFIELD, OHIO BROWNFIELD REMEDIATION AGREEMENT EASEMENT made by and between CITY OF MANSFIELD, hereinafter referred to as City; and the RICHLAND COUNTY LAND REUTILIZATION CORPORATION, hereinafter referred to as Land Bank.

WHEREAS, the Ohio General Assembly through the Ohio Department of Development (ODOD) has set aside \$500,000,000.00 dollars to offer separate grants to all Ohio counties for both (1) Brownfield Remediation Programs and/or (2) Non-Brownfield Building Demolition and Site Revitalization Programs, and

WHEREAS, ODOD guidelines provide the Land Bank is the Lead Entity for Brownfield Remediation Programs, and

WHEREAS, 474 Bowman Street, Mansfield Ohio Permanent Parcel Numbers 027-04-244-10-000 and 027-04-244-11-000 have been forfeited to the State of Ohio for non-payment of property taxes Richland County Common Pleas Case No. 16 CV 25R, and

WHEREAS, the City has determined it is in the best interest of the county and city to mitigate 474 Bowman Street, Mansfield, Ohio, and

WHEREAS, the estimated total mitigation cost of the 474 Bowman Street, Mansfield Brownfield is Three Hundred Sixty-one Thousand Five Hundred Ninety-eight Dollars and Thirty-five Cents (\$361,598.35), and

WHEREAS, ODOD guidelines provide that only 75% of the total mitigation cost can be awarded as a ODOD grant award or Two Hundred Sixty-nine Thousand Seven Hundred Thirty Dollars (\$269,730.00), and

WHEREAS, the Land Bank, to be an eligible applicant, must provide a satisfactory allocation of additional funding for the required 25% cost or Ninety-one Thousand Eight Hundred Sixty-eight Dollars and Thirty-five Cents (91,868.35), and

WHEREAS, the City has agreed to provide the necessary additional allocation of funding in order to perfect the eligibility of the Land Bank application, and

WHEREAS, the parties agree time is of the essence because the ODOD grant application and ODOD funds are available only upon ODOD's application review and compliance with its guidelines.

NOW THEREFORE, in consideration of the terms and conditions herein the parties agree as follows:

1. THAT the Richland County Land Bank shall be the applicant to the ODOD for the purpose of obtaining an award of a grant for the 474 Bowman Street, Mansfield Brownfield Remediation Program
2. THAT the City agrees to work in conjunction with the Richland County Land Bank on the 474 Bowman Street, Mansfield Brownfield Remediation project for the purpose of obtaining an award of a ODOD grant award.

3. THAT in order to pay the estimated cost of Three Hundred Sixty-one Thousand Five Hundred Ninety-eight Dollars and Thirty-five Cents (\$361,598.35) 474 Bowman Street, Mansfield Brownfield Remediation the parties agree as follows:
 - (a) Of the project cost of Two Hundred Sixty-nine Thousand Seven Hundred Thirty Dollars (\$269,730.00) (75%) percent shall be obtained by the successful award of the ODOD grant and the remainder Ninety-one Thousand Eight Hundred Sixty-eight Dollars and Thirty-five Cents (91,868.35) dollars shall be paid by City as follows:
 - (i) The City does allocate Ninety-one Thousand Eight Hundred Sixty-eight Dollars and Thirty-five Cents (91,868.35).
4. The term of this agreement shall commence upon date of signing and terminate on January 31, 2026 unless otherwise mutually agreed to terminate at an earlier date by their mutual written consent.
5. The parties agree and understand that their joint purpose of the 474 Bowman Street, Mansfield Brownfield Remediation can proceed only if a ODOD award grant of Two Hundred Sixty-nine Thousand Seven Hundred Thirty Dollars (\$269,730.00) dollars is actually made. The parties agree that in the event the ODOD first round award is not made after application deadline then they shall use their good faith joint efforts to submit the application at successive ODOD offered application rounds.
6. The parties agree the Richland County Land Bank as the applicant will submit its application pursuant to the ODOD guidelines. The City will cooperate fully in providing such information and necessary documentation to timely complete the application.
7. In the event of the successful award of the Two Hundred Sixty-nine Thousand Seven Hundred Thirty Dollars (\$269,730.00) dollars grant then the Richland County Land Bank will commence the contractual actions for the timely completion of 474 Bowman Street, Mansfield Brownfield Remediation Project as required by ODOD grant award guidelines. The Richland County Land Bank shall inform the City of the schedule of the project commencement and estimated completion dates. The City shall likewise provide timely payment of its declared allocation commitment herein to the Richland County Land Bank.
8. The parties state they have a mutual history of cooperation of demolition and mitigation projects and that they shall continue to use and observe their past practices to reasonably complete the 474 Bowman Street, Mansfield Brownfield Remediation Project.
9. The parties acknowledge that the ODOD application deadlines require their prompt action, cooperation and approval. Time is of the essence.
10. This Agreement represents the full understanding and agreement of both parties. This Agreement may be amended only upon the mutual written agreement of both parties.

Signed on the dates corresponding to the official representative signatures.

RICHLAND COUNTY LAND
REUTILIZATION CORPORATION

Date

By: _____
Its authorized representative

Date

By: _____
Its authorized representative

CITY OF MANSFIELD, OHIO

Date

By: _____
Louis Andres, Public Works Director

Approved as to Form

By: _____
Roeliff E. Harper, Law Director

FINANCE DIRECTOR'S CERTIFICATE

I, Kelly Blankenship, the duly elected, qualified and acting Finance Director of the City of Mansfield, Ohio, do hereby certify that there is on deposit or in the process of collection, free of prior encumbrance and appropriated to the proper account, funds to perform the attached contract during the current fiscal year.

Date

Kelly Blankenship
Finance Director of the City of Mansfield, Ohio