

APR 11 2022

IN THE FRANKLIN COUNTY MUNICIPAL COURT
FRANKLIN COUNTY, OHIO
ENVIRONMENTAL DIVISION

By Lon M. Tink, Clerk
Deputy Clerk

CITY OF COLUMBUS, OHIO

Plaintiff,

v.

MAYFAIR APTS LP,

Defendants.

Case No. 2022 EVH 60059

Judge Stephanie Mingo

AGREED COURT ORDER AND PERMANENT INJUNCTION

This cause is before the Court pursuant to Plaintiff's Verified Complaint for Preliminary and Permanent Injunctive Relief filed on January 22, 2022 ("the Complaint"). Plaintiff City of Columbus and Defendant Mayfair Apts LP (collectively, "the Parties"), have participated in negotiations for the settlement of certain preliminary issues in this case. All other parties not specified herein are not parties to this agreement. Defendants waive any defects in service regarding this cause of action. Accordingly, the Court finds that all the aforementioned parties have been properly served according to law and are properly before the Court.

Pursuant to the agreement reached, the Parties have reached a stipulated resolution of the preliminary matters in this case to their mutual satisfaction. As such, it is the intent of the Parties that this Agreed Entry document their respective stipulations and agreements.

1. Defendant Mayfair Apts LP (hereinafter, "Defendant") is the record owner of the real property located at located at 399-433 Mayfair Boulevard, 412-440 Mayfair Boulevard, 3227-3233 Dale Ave, 289-373 South Ashburton Road, 51-73 Mayfair Boulevard, 3350-

3364 Broadmoor Ave, 65-71 South Hampton, 223-291 Mayfair Boulevard, 292-378 South Ashburton Road, and 3253-3259 Dale Ave, Parcel Nos. 010-093157-00, 010-093158-00, 010-093176-00, 010-093180-00, 010-093207-00, 010-093213-00, 010-093220-00, 010-093238-00, 010-093247-00, 010-093257-00, situated in the City of Columbus, Franklin County, Ohio.

2. Mayfair Apts LP has been the owner of the Premises since May 23, 2019.
3. Respondent-Defendant Mayfair Apts LP, a Pennsylvania limited partnership, is the record owner of the property by virtue of a Limited Warranty Deed, recorded with the Franklin County Recorder's Office, Franklin County Instrument No. 201906250075741.
4. Respondent-Defendant Mayfair Apts GenPar LLC, a Pennsylvania limited liability company, is the general partner of Mayfair Apts LP and may claim an ownership interest in the property and/or exerted control over the property.
5. Respondent-Defendant ODIN Properties LLC is a Pennsylvania limited liability property management and investment company and may claim an ownership interest in the property and/or exerted control over the property.
6. Respondent-Defendant Fannie Mae may claim an interest in the property by virtue of an assigned mortgage interest recorded with the Franklin County Recorder's Office on May 5, 2016, Instrument No. 201605050056032 re-recorded Instrument Nos. 201606080071903 and 201606080071904, and assumed by Respondent-Defendant Mayfair Apts LP, Instrument No. 201906250075743, on May 23, 2019.
7. Respondent-Defendant American Floor Source, LLC is an Ohio limited liability company and may claim a mechanic's lien interest in the property recorded with the Franklin County Recorder's Office on December 23, 2020, Instrument No. 202012230205319.

8. According to Plaintiff's complaint, 28 units were out of compliance with applicable City Codes totaling two hundred and ninety eight outstanding violations including:
 - a. 283 housing violations
 - b. 6 emergency interior
 - c. 2 zoning code violations
 - d. 9 health, sanitation, and safety violations
9. The subject property remains out of compliance with certain provisions of Columbus City Code. However, Defendants have worked to bring the property into compliance and have remediated all outstanding emergency orders.
10. Plaintiff will provide to the Defendants and to the Court a list of all outstanding code violations present at the Premises by or before April 25, 2022. Said list will explicitly identify each unit that remains out of compliance with Columbus City Code, all violations listed in the original order and a list of all current violations.
11. Defendants have engaged private refuse hauling services at the Premises to conduct trash pick-up on Mondays, Wednesdays and Fridays, weekly.
12. Defendants have provided current contracts to Plaintiff and the Court for each private refuse collector engaged at the Premises.
13. Defendants have installed twenty-one (21) dumpsters on the Premises.
14. It is the intent of the Parties that Defendants continue to bring the property into compliance and further maintain the property in compliance with all applicable provisions of Columbus City Code.

Now therefore be it ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

15. All of the provisions of the preceding paragraphs are incorporated as though fully repeated and rewritten herein.
16. Defendants are permanently enjoined from maintaining a nuisance at the Premises or any other property in Franklin County.
17. Except as otherwise stipulated herein, Defendants shall implement the policies and procedures set forth below. These policies and procedures shall remain in practice until further order of the Court.
 - a. **Refuse.** Defendants shall conduct refuse collection at all properties as follows:
 - i. Defendants shall continue to conduct trash maintenance on Monday, Wednesday, and Friday, weekly.
 - ii. Defendants shall install one (1) additional eight-yard dumpster on the Premises for a total of twenty-two (22).
 - iii. Defendants shall maintain all dumpsters located at the Premises.
 - iv. Defendants shall maintain private refuse collection at the Premises until City of Columbus Refuse collection resumes.
 - v. Defendants shall update and submit a new site plan to the City of Columbus Building and Zoning Services within 60 days of the date of this Order for the purpose of resuming City of Columbus Refuse collection services.
 - vi. Defendants shall obtain proper zoning clearance for all designated bulk areas at the Premises.

- vii. Upon receipt of zoning clearance, Defendants shall work with the City of Columbus Department of Refuse to inspect and install any necessary cameras needed to deter and report acts of illegal dumping at the Premises.
 - viii. Defendants agree to cooperate with the prosecution of persons charged for illegal dumping at the Premises.
 - ix. Defendants shall remove any dumpsters in the public right of way or street.
 - x. Defendants shall receive all necessary permits for the placement of dumpsters in the public right away. Any dumpsters placed in the public right of way shall be removed by or before the permit's expiration date.
- b. **Litter Pick Up.** Defendants shall conduct litter pickup on the entire grounds of the Premises as follows:
- i. Defendants shall conduct litter pick-up on Mondays, Wednesdays and Fridays, weekly.
 - ii. Defendants shall provide to the Plaintiff and the Court contact information for the contactor engaged to conduct litter pick-up at the Premises within fourteen (14) days of this Order.
 - iii. Said litter pickup shall include areas around bulk containers, to ensure all trash and litter is placed into said refuse container.
- c. **Proactive Maintenance Assessments.** Defendants shall continue engaging pest control services at the Premises to include:
- i. Quarterly preventative inspections of every unit at the Premises.
 - ii. Weekly treatment of units with evidence or reports of infestation.

- iii. Defendants shall provide to the Plaintiff and the Court a copy of each quarterly inspection report after each inspection.
- d. **Repopulation of Vacant Structures.** Defendants shall use their best efforts to repopulate any vacant structures located on the Premises as soon as practicable.
- e. **Maintenance.**
 - i. Defendants shall employ no fewer than seven (7) or the equivalent of seven (7) full time onsite maintenance staff.
 - ii. Defendants shall continue receiving maintenance requests through landlord tenant management software and shall ensure timely response and completion of each maintenance request submitted through said channels.
- f. **Individuals Engaging in Criminal Activity on the Premises.**
 - i. No person shall knowingly engage in criminal activity at or on the Premises.
 - ii. Defendants shall incorporate and maintain a crime-lease addendum for all new lease agreements established at the Premises.
 - 1. All current tenants who do not have a crime lease addendum shall be required to sign a crime lease addendum at the time of lease renewal.
 - iii. Defendants shall cause for the immediate identification and trespass or the commencement of eviction proceedings of all known persons contributing to a nuisance at the Premises, to include persons engaging in criminal activity and persons who invite, house, or provide a haven for persons engaging in criminal activity at or on the Premises.

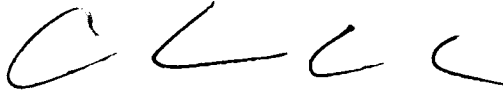
- g. **Ongoing Compliance.** Defendants shall maintain the Premises in complete compliance with any and all applicable provisions of the Columbus City Code.
- h. **Continuing Jurisdiction.** This Court shall retain jurisdiction of this matter and shall issue additional orders as it deems necessary, to enforce compliance with the terms and conditions of this Agreed Order, provided, however, that before seeking additional Court orders, Plaintiff will work with counsel for the Defendants to try to resolve those matters informally.
- i. **Future Enforcement Action.** Nothing in this Agreed Order shall be construed to prevent Plaintiff from bringing and this Court exercising Jurisdiction over, any necessary and appropriate future action concerning the Premises arising from facts or circumstances that occur after the date of this Agreed Order.
- j. Noncompliance with any paragraph of this Order and Entry shall be a violation of this Order and may result in a finding of Contempt of Court.
- k. This matter shall be set for a status conference on May 6, 2022 at 12:00p for the purpose of establishing a timeline for the resolution of all outstanding code violations present at the Premises.
- l. **Final Appealable Order.** This is a final appealable order. Pursuant to Civ. R. 58, the Clerk is directed to notify the parties as they appear below.

It is so ORDERED.


JUDGE STEPHANIE MINGO

4-11-22
DATE

APPROVED BY AND COPIES TO:



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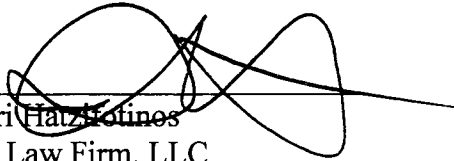
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