

Summary August 15th, 2023

<u>Bill</u>	<u>Status</u>	<u>Title</u>	<u>Sponsor</u>	<u>Committee Meeting</u>
23-107	2nd Read Amended 08-01-23	Amending Section 941.08 (Water Charges) of the Mansfield Codified Ordinance of 1997, as amended, to modify the rate structure and to increase water rates, and declaring an emergency.	Burns	

Caucus Begins

23-116	Vote	Honoring Officer James Mark Perry upon his retirement from the Mansfield Division of Police	All Members of Council	
23-117	Vote	Declaring the remains of a designated dwelling (36 West Blanche Street) to be insecure, unsafe, structurally defective and dangerous to life and other property; directing the demolition thereof by City forces or contract labor, materials and equipment, and declaring an emergency.	Meier	
23-118	Vote	Declaring the remains of a designated garage (176 Blymyer Avenue) to be insecure, unsafe, structurally defective and dangerous to life and other property; directing the demolition thereof by City forces or contract labor, materials and equipment, and declaring an emergency.	Meier	
23-119	Vote	Declaring the remains of a designated dwelling (240 Cliffbrook Street) to be insecure, unsafe, structurally defective and dangerous to life and other property; directing the demolition thereof by City forces or contract labor, materials and equipment, and declaring an emergency.	Meier	
23-120	Vote	Declaring the remains of a designated dwelling (285 Reed Street) to be insecure, unsafe, structurally defective and dangerous to life and other property; directing the demolition thereof by City forces or contract labor, materials and equipment, and declaring an emergency.	Meier	
23-121	Vote	Declaring the remains of a designated dwelling (334 Louis Street) to be insecure, unsafe, structurally defective and dangerous to life and other property; directing the demolition thereof by City forces or contract labor, materials and equipment, and declaring an emergency.	Meier	

Summary August 15th, 2023

<u>Bill</u>	<u>Status</u>	<u>Title</u>	<u>Sponsor</u>	<u>Committee Meeting</u>
23-122	Vote	Declaring the remains of a designated dwelling (347 Louis Street) to be insecure, unsafe, structurally defective and dangerous to life and other property; directing the demolition thereof by City forces or contract labor, materials and equipment, and declaring an emergency.	Meier	
23-123	Vote	Declaring the remains of a designated commercial gas station (474 Bowman Street) to be insecure, unsafe, structurally defective and dangerous to life and other property; directing the demolition thereof by City forces or contract labor, materials and equipment, and declaring an emergency.	Meier	
23-124	Vote	Declaring the remains of a designated garage (558 Garfield Place) to be insecure, unsafe, structurally defective and dangerous to life and other property; directing the demolition thereof by City forces or contract labor, materials and equipment, and declaring an emergency.	Meier	
23-125	Vote	Declaring the remains of a designated dwelling (596 Springmill Street) to be insecure, unsafe, structurally defective and dangerous to life and other property; directing the demolition thereof by City forces or contract labor, materials and equipment, and declaring an emergency.	Meier	
23-126	Vote	Authorizing the Public Works Director to enter into a lease with Christopher C. Thomas for real estate known as Hangar 521 at the Mansfield Lahm Airport, and declaring an emergency.	Scott	
23-127	Vote	Annual request authorizing the Director of Finance to make transfers, among the City's appropriated funds by classification within departments and sub departments, necessary to balance accounts for proper accounting purposes at year-end (as of December 31, 2023), and declaring an emergency.	Davenport	

NEXT MEETING Tuesday, Sept 5th, 2023 7:00 Council to follow

BY: MRS. BURNS

Amending Section 941.08 (Water Charges) of the Mansfield Codified Ordinance of 1997, as amended, to modify the rate structure and to increase water rates, and declaring an emergency.

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

SECTION 1. That Section 941.08 of Chapter 941 (Water Charges) of the Mansfield Codified Ordinance of 1997, as amended, be, and the same is hereby amended to provide as follows:

941.08 WATER CHARGES

(a) Water Rates Within the City. Notwithstanding any other provisions of these regulations, the following water rates shall be placed in effect, as forth below:

(Rate volumes in cubic feet per monthly billing period)
Net Rate Per 100 Cubic Feet

	Effective	Effective	Effective	Effective	Effective	Effective
	1/1/2021	1/1/2022	1/1/2023	1/1/2024	1/1/2025	1/1/2026
First 400 cubic feet	\$2.78	\$2.86	\$2.95	\$3.04	\$3.13	\$3.22
Next 4,600 cubic ft	\$3.14	\$3.61	\$4.15	\$4.57	\$4.71	\$4.85
Next 95,000 cubic ft	\$3.42	\$3.93	\$4.52	\$4.97	\$5.12	\$5.27
Balance	\$3.00	\$3.45	\$3.97	\$4.37	\$4.50	\$4.64

[Note: When a customer’s water meter has been replaced with a meter that reads in gallons, the above rate schedule shall not be applicable and the gallons usage chart shall be the sole method of calculating and billing for water usage. When all the City’s water customer’s meters have been replaced with a meter that reads in gallons, the above chart shall become null and void.]

(Rate volumes in gallons per monthly billing period)
Net Rate Per One (1) Gallon

	Effective	Effective	Effective	Effective	Effective	Effective
	1/1/2021	1/1/2022	1/1/2023	1/1/2024	1/1/2025	1/1/2026
First 3,000 gallons	\$0.003717	\$0.003829	\$0.003944	\$0.004062	\$0.004184	\$0.004310
Next 34,500 gallons	\$0.004191	\$0.004820	\$0.005543	\$0.006097	\$0.006280	\$0.006468
Next 711,000 gallons	\$0.004573	\$0.005259	\$0.006048	\$0.006653	\$0.006853	\$0.007059
Balance	\$0.004014	\$0.004616	\$0.005308	\$0.005839	\$0.006014	\$0.006194

Each year after 2026, on the first of the year, the total rates shall increase by 3% from the previous year, rounded to the nearest cent if usage charges are in CCF units and rounded to the nearest ten thousandth of a cent if usage charges are in Gallon units.

The water rates shall be reviewed at least biennially and shall be revised periodically, as required, to reflect actual water works costs. The Public Works Director, or a delegate, shall be responsible for reviewing, retaining of documentation and making recommendations to Council for revising the rates set forth in this chapter.

(b) Meter Service Charges Per Month.

	Effective	Effective	Effective	Effective	Effective	Effective
Meter Size (inches)	1/1/2021	1/1/2022	1/1/2023	1/1/2024	1/1/2025	1/1/2026
1 or less	\$3.30	\$3.80	\$4.37	\$4.81	\$4.95	\$5.10
1-1/4	\$6.60	\$7.59	\$8.73	\$9.60	\$9.89	\$10.19
1-1/2	\$6.60	\$7.59	\$8.73	\$9.60	\$9.89	\$10.19
2	\$13.20	\$15.18	\$17.46	\$19.21	\$19.79	\$20.38
2-1/2	\$13.20	\$15.18	\$17.46	\$19.21	\$19.79	\$20.38
3	\$27.50	\$31.63	\$36.37	\$40.01	\$41.21	\$42.45
4	\$55.00	\$63.25	\$72.74	\$80.01	\$82.41	\$84.88
6	\$110.00	\$126.50	\$145.48	\$160.03	\$164.83	\$169.77
8	\$165.00	\$189.75	\$218.21	\$240.03	\$247.23	\$254.65
10	\$220.00	\$253.00	\$290.95	\$320.05	\$329.65	\$339.54

Each year after 2026, on the first of the year, the meter service charge shall increase by 3% from the previous year, rounded to the nearest cent.

(c) Readiness to Serve Charges Per Month.

	Effective	Effective	Effective	Effective	Effective	Effective
Meter Size (inches)	1/1/2021	1/1/2022	1/1/2023	1/1/2024	1/1/2025	1/1/2026
1 or less	--	--	\$10.93	\$12.03	\$12.38	\$12.75
1-1/4	--	--	\$21.83	\$24.00	\$24.73	\$25.48
1-1/2	--	--	\$21.83	\$24.00	\$24.73	\$25.48
2	--	--	\$43.65	\$48.03	\$49.48	\$50.95
2-1/2	--	--	\$43.65	\$48.03	\$49.48	\$50.95
3	--	--	\$90.93	\$100.03	\$103.03	\$106.13
4	--	--	\$181.85	\$200.03	\$206.03	\$212.20
6	--	--	\$363.70	\$400.08	\$412.08	\$424.43
8	--	--	\$545.53	\$600.08	\$618.08	\$636.63
10	--	--	\$727.38	\$800.13	\$824.13	\$848.85

Each year after 2026, on the first of the year, the readiness to serve charge shall increase by 3% from the previous year, rounded to the nearest cent.

(d) Old Meter Manual Billing Charge

			Effective	Effective	Effective	Effective
			7/1/2023	1/1/2024	1/1/2025	1/1/2026
			\$75.00	\$100.00	\$125.00	\$150.00

[Note: Subject to delinquent fees.]

(d)(e) Tap Charges.

<u>Diameter of Tap (inches)</u>	<u>Cost Per Tap</u>
3/4	\$310.00 \$600
1	\$430.00 \$913
1-1/2	\$750.00 \$1390
2	\$1,870.00 \$2423
4	\$4,620.00
6	\$7,480.00
8	\$11,000.00
10	\$14,850.00
12	\$18,480.00

The tap charges as listed include the cost of the meter, the removal and replacement of pavement, the removal and replacement of sidewalk, the cost of the shut-off valve, and the installation of a water service line from the watermain to the shut-off valve **up to 10 feet**. When feasible, the shut-off valve will be installed within the public right of way near the property line, otherwise the shut-off valve will be installed in the most appropriate location. In all respects, the shut-off valve shall be accessible to City employees.

(e)(f) Tap Charges for Fire Line Application.

<u>Diameter of Tap (inches)</u>	<u>Cost Per Tap</u>
4	\$4,070.00
6	\$6,820.00
8	\$10,010.00
10	\$13,200.00
12	\$16,280.00

The tap charges as listed include the removal and replacement of pavement, the removal and replacement of sidewalk, the cost of the shut-off valve, and the installation of a fire service line from the watermain to the shut-off valve. When feasible, the shut-off valve will be installed within the public right of way near the property line, otherwise the shut-off valve will be installed in the most appropriate location. In all respects, the shut-off valve shall be accessible to City employees.

(f)(g) The standard charge for turning on or shutting off of a water service shall be twenty-five dollars (\$25.00) for either action.

(g)(h) Customers will be supplied with one meter for each tap charge pursuant to subsection **(d)(e)**. Customers who need additional meters on a single tap for sewer deduct purposes, will be charged one-hundred fifty dollars (\$150.00) per additional meter.

~~(h)~~(i) A flat rate of one hundred fifty dollars (\$150.00) shall be charged for the water used during structure construction through the issuance of a building permit. This charge shall be payable at the time a tapping permit is issued. Depending on the scope of structure construction, the Public Works Director may require a meter to be installed and the use of construction water shall be charged pursuant to the water rates listed in subsection (a). If a meter is required, the flat rate listed in this section shall be waived. It is the responsibility of the consumer to provide and install an approved meter and to protect the meter from freezing.

~~(i)~~(j) For persons desiring cisterns, swimming pools, storage tanks or tank trucks filled from a fire hydrant or other unmetered connection, a charge shall be levied of five dollars (\$5.00) per one thousand gallons, but in no case less than the minimum of twenty-five dollars (\$25.00). Should it be necessary to disconnect and reconnect meter service for filling a pool, there will be an additional charge of forty dollars (\$40.00).

~~(j)~~(k) All consumers located outside of the City's corporation limits shall have applied a one hundred percent (100%) surcharge to any and all rates listed in subsection (a).

~~(k)~~(l) Notwithstanding subsection ~~(j)~~(k) hereof, the Public Works Director may enter into contracts, or renew or extend existing contracts, establishing rates other than set forth in subsection (a), as may be specifically authorized by Council.

~~(l)~~(m) All work performed by the Division of Water at the request of a customer or any other person shall be charged at the Division's actual cost unless specific charges are listed elsewhere in this chapter.

~~(m)~~(n) When a meter is removed for repairs and/or the meter is not functioning as intended and/or miscalculating usage, the service shall be calculated and charged at the average daily usage which occurred for up to the previous twelve months.

~~(n)~~(o) A meter service charge in accordance with subsection (b) and a readiness to serve charge in accordance with subsection (c) hereof will continue to be billed to the water service account even after termination of water service until the meter is removed.

SECTION 2. That the provisions of this Ordinance shall take force and be in effect for water bills in accordance with dates specified in Section 1.

SECTION 3. That existing Section 941.08 of Chapter (Water User Charges) of the Mansfield Codified Ordinance of 1997, as amended, be, and the same is hereby repealed.

SECTION 4. To effectively and properly administer water user charges, 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 18 July 2023
1st Reading 1 August 2023
2nd Reading 15 August 2023
PASSED 15 August 2023

SIGNED /s/ David Falquette
President of Council

ATTEST /s/ Amy L. Yockey
Clerk of Council

APPROVED /s/ Timothy L. Theaker
Mayor

APPROVED AS TO FORM: John R. Spon
Law Director
City of Mansfield, Ohio

*Publication Required.

BY: ALL MEMBERS OF COUNCIL

Honoring Officer James Mark Perry upon his retirement from the Mansfield Division of Police.

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

SECTION 1. That this Council, on behalf of the government and the citizens of the Mansfield community, is privileged to honor and pay tribute to Officer James Mark Perry upon his retirement, effective August 9, 2023.

Officer Perry was appointed to the department on February 20, 2007. During his career he served in the Community Services Bureau Patrol Section, Detective Bureau’s Major Crime Unit as a Family Violence Liaison Officer, Defensive Tactics Team, Bike Unit, CNT Member, Military Liaison Officer, and School Resource Officer.

Officer Perry’s retirement represents a loss to the Mansfield Division of Police, the citizens of this community and culminates a career that has exemplified the best qualities of a law enforcement professional. He is known for his hard work, dedication, initiative and positive attitude toward his work and co-workers. Throughout his career, he has received numerous Special Commendation Awards, letters of recognition and letters of appreciation from citizens and fellow law enforcement personnel. Officer Perry has our congratulations upon his retirement and our heartfelt thanks for many years of loyal service. We wish him the greatest success in his new job and happiness in the future.

SECTION 2. That this Resolution shall take effect immediately.

PASSED 15 August 2023

SIGNED /s/ David Falquette
President of Council

ATTEST /s/ Amy L. Yockey
Clerk of Council

APPROVED /s/ Timothy L. Theaker
Mayor

APPROVED AS TO FORM

John R. Spon
Law Director
City of Mansfield,
Ohio

Phillip E. Scott

David Falquette

Eleazer Akuchie

Stephanie L. Zader

Aurelio Diaz

Laura Burns

Kimberly Moton

David Remy

Cheryl Meier

Timothy L. Theaker

Alomar Davenport

John R. Spon

BY: MS. MEIER

Declaring the remains of a designated dwelling (36 West Blanche Street) to be insecure, unsafe, structurally defective and dangerous to life and other property; directing the demolition thereof by City forces or contract labor, materials and equipment, and declaring an emergency.

WHEREAS, under authority of Section 3, Article XVIII of the Ohio Constitution and §§715.26, 715.261, 3737.14 and 3737.28 of the Ohio Revised Code, the City has enacted Chapter 1335 of the Mansfield Codified Ordinances, 1997, relating to the removal and repair of buildings and structures for the purpose of safeguarding life and property and for the promotion of the peace, health, safety and welfare of the City of Mansfield and its inhabitants, and

WHEREAS, the Bureau of Buildings, Inspections, Licenses and Permits has, pursuant to Chapter 1335 of the Mansfield Codified Ordinances, 1997, made its inspection and issued its notice and order as pertains to the remains of the building and structure hereinafter described, and

WHEREAS, the owner or occupant has failed to comply with the order issued by the Bureau, and

WHEREAS, Council is fully advised in this matter by reason of the reports and proceedings of the Bureau.

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

SECTION 1. That it is hereby determined and declared that a two-story, wood sided, residential structure with miscellaneous outbuildings located on the premises described in Section 2 hereinafter insecure, unsafe, structurally defective and dangerous to life and other property by reason of its hazardous and unsound condition, unsound and unsafe walls, floors, foundation and ceilings, and by reason of want of repair, age, dilapidation of the structure, and its severely deteriorated condition; and it is hereby further determined and declared that by reason thereof said building or structure is beyond repair and is a nuisance.

SECTION 2. That the premises referred to in Section 1 hereof are described as follows: situated in the City of Mansfield, County of Richland and State of Ohio: being part of Lot Number Two Thousand One Hundred Three (#2103) of the consecutively numbered lots in said City.

Parcel Numbers: 027-01-046-03-000

Owner: Edward E. Dawson

Address: 36 West Blanche Street

SECTION 3. That the Bureau of Buildings, Inspections, Licenses and Permits is hereby authorized and directed to enter into a contract according to law with a competent and licensed contractor for the provision of labor, materials and equipment for the demolition and removal of the building(s) or structure(s) hereinbefore described, including any fences, concrete stairs, retaining walls and all appurtenances thereto, together with the removal of all debris and leveling to grade, or to proceed by force account, in execution of its order under §§ 1335.09 of the

BY: MS. MEIER

Declaring the remains of a designated garage (176 Blymyer Avenue) to be insecure, unsafe, structurally defective and dangerous to life and other property; directing the demolition thereof by City forces or contract labor, materials and equipment, and declaring an emergency.

WHEREAS, under authority of Section 3, Article XVIII of the Ohio Constitution and §§715.26, 715.261, 3737.14 and 3737.28 of the Ohio Revised Code, the City has enacted Chapter 1335 of the Mansfield Codified Ordinances, 1997, relating to the removal and repair of buildings and structures for the purpose of safeguarding life and property and for the promotion of the peace, health, safety and welfare of the City of Mansfield and its inhabitants, and

WHEREAS, the Bureau of Buildings, Inspections, Licenses and Permits has, pursuant to Chapter 1335 of the Mansfield Codified Ordinances, 1997, made its inspection and issued its notice and order as pertains to the remains of the building and structure hereinafter described, and

WHEREAS, the owner or occupant has failed to comply with the order issued by the Bureau, and

WHEREAS, Council is fully advised in this matter by reason of the reports and proceedings of the Bureau.

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

SECTION 1. That it is hereby determined and declared that a wood garage located on the premises described in Section 2 hereinafter is insecure, unsafe, structurally defective and dangerous to life and other property by reason of its hazardous and unsound condition, unsound and unsafe walls, floors, foundation and ceilings, and by reason of want of repair, age, dilapidation of the structure, and its severely deteriorated condition; and it is hereby further determined and declared that by reason thereof said building or structure is beyond repair and is a nuisance.

SECTION 2. That the premises referred to in Section 1 hereof are described as follows: situated in the City of Mansfield, County of Richland and State of Ohio: being Lot Number One Thousand Nine Hundred Thirty-seven (#1937) of the consecutively numbered lots as shown at Volume 2, Number 3, Page 28 of Plats, together with a sixteen-foot private alley immediately West and adjoining said lot #1937.

Parcel Numbers: 027-01-031-01-000
Owner: Sulma Yesenia Pleitez Salinas
Address: 176 Blymyer Avenue

SECTION 3. That the Bureau of Buildings, Inspections, Licenses and Permits is hereby authorized and directed to enter into a contract according to law with a competent and licensed contractor for the provision of labor, materials and equipment for the demolition and removal of the building(s) or structure(s) hereinbefore described, including any fences, concrete stairs,

retaining walls and all appurtenances thereto, together with the removal of all debris and leveling to grade, or to proceed by force account, in execution of its order under §§ 1335.09 of the Mansfield Codified Ordinances, 1997, and to otherwise comply with the provisions of said Chapter 1335.

SECTION 4. That the costs authorized in Section 3 above may be paid from Demolition Fund (#238), Community Development Operations (238.65.01), Contractual Services classification or a Richland County Land Reutilization Corporation funding source.

SECTION 5. That the Bureau shall notify the owner or occupant to remove all chattels and personal property from the building(s) and/or lot not less than five (5) days prior to the commencement of demolition and the failure of the owner or occupant to so remove such personal property and chattels shall be deemed an intentional abandonment thereof by such owner or occupant and such property may be subject to salvage rights of the demolition contractor.

SECTION 6. That the debris and all materials resulting from the demolition of the structure(s) or building(s) shall become the property of the contractor.

SECTION 7. That by reason of the immediate necessity of removing a nuisance which is insecure, unsafe, structurally defective and dangerous to life and other property, 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>15 August 2023</u>		
1 st Reading	<u>15 August 2023</u>		
2 nd Reading	<u>15 August 2023</u>		
PASSED	<u>15 August 2023</u>	SIGNED	<u>/s/ David Falquette</u> President of Council
ATTEST	<u>/s/ Amy L. Yockey</u> Clerk of Council	APPROVED	<u>/s/ Timothy L. Theaker</u> Mayor

APPROVED AS TO FORM: John R. Spon
Law Director
City of Mansfield, Ohio

BY: MS. MEIER

Declaring the remains of a designated dwelling (240 Cliffbrook Street) to be insecure, unsafe, structurally defective and dangerous to life and other property; directing the demolition thereof by City forces or contract labor, materials and equipment, and declaring an emergency.

WHEREAS, under authority of Section 3, Article XVIII of the Ohio Constitution and §§715.26, 715.261, 3737.14 and 3737.28 of the Ohio Revised Code, the City has enacted Chapter 1335 of the Mansfield Codified Ordinances, 1997, relating to the removal and repair of buildings and structures for the purpose of safeguarding life and property and for the promotion of the peace, health, safety and welfare of the City of Mansfield and its inhabitants, and

WHEREAS, the Bureau of Buildings, Inspections, Licenses and Permits has, pursuant to Chapter 1335 of the Mansfield Codified Ordinances, 1997, made its inspection and issued its notice and order as pertains to the remains of the building and structure hereinafter described, and

WHEREAS, the owner or occupant has failed to comply with the order issued by the Bureau, and

WHEREAS, Council is fully advised in this matter by reason of the reports and proceedings of the Bureau.

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

SECTION 1. That it is hereby determined and declared that a single-story, aluminum-sided, residential structure located on the premises described in Section 2 hereinafter is insecure, unsafe, structurally defective and dangerous to life and other property by reason of its hazardous and unsound condition, unsound and unsafe walls, floors, foundation and ceilings, and by reason of want of repair, age, dilapidation of the structure, and its severely deteriorated condition; and it is hereby further determined and declared that by reason thereof said building or structure is beyond repair and is a nuisance.

SECTION 2. That the premises referred to in Section 1 hereof are described as follows: situated in the City of Mansfield, County of Richland and State of Ohio: being Lot Number Fourteen Thousand Nine Hundred Forty-five (#14945) of the consecutively numbered lots in said City as shown at Volume 19, Page 21 of Plats (formerly lot Number 76 in Wood Valley Subdivision).

Parcel Numbers: 028-90-129-07-000

Owner: Patricia Harman aka Patricia A. Harman aka Patricia Whitetsel; Subject to Estate Case #20211154 AND Olan D. Whitesel (per Recorder's records)

Address: 240 Cliffbrook Street

SECTION 3. That the Bureau of Buildings, Inspections, Licenses and Permits is hereby authorized and directed to enter into a contract according to law with a competent and licensed contractor for the provision of labor, materials and equipment for the demolition and removal of the building(s) or structure(s) hereinbefore described, including any fences, concrete stairs,

retaining walls and all appurtenances thereto, together with the removal of all debris and leveling to grade, or to proceed by force account, in execution of its order under §§ 1335.09 of the Mansfield Codified Ordinances, 1997, and to otherwise comply with the provisions of said Chapter 1335.

SECTION 4. That the costs authorized in Section 3 above may be paid from Demolition Fund (#238), Community Development Operations (238.65.01), Contractual Services classification or a Richland County Land Reutilization Corporation funding source.

SECTION 5. That the Bureau shall notify the owner or occupant to remove all chattels and personal property from the building(s) and/or lot not less than five (5) days prior to the commencement of demolition and the failure of the owner or occupant to so remove such personal property and chattels shall be deemed an intentional abandonment thereof by such owner or occupant and such property may be subject to salvage rights of the demolition contractor.

SECTION 6. That the debris and all materials resulting from the demolition of the structure(s) or building(s) shall become the property of the contractor.

SECTION 7. That by reason of the immediate necessity of removing a nuisance which is insecure, unsafe, structurally defective and dangerous to life and other property, 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>15 August 2023</u>		
1 st Reading	<u>15 August 2023</u>		
2 nd Reading	<u>15 August 2023</u>		
PASSED	<u>15 August 2023</u>	SIGNED	<u>/s/ David Falquette</u> President of Council
ATTEST	<u>/s/ Amy L. Yockey</u> Clerk of Council	APPROVED	<u>/s/ Timothy L. Theaker</u> Mayor

APPROVED AS TO FORM: John R. Spon
Law Director
City of Mansfield, Ohio

BY: MS. MEIER

Declaring the remains of a designated dwelling (285 Reed Street) to be insecure, unsafe, structurally defective and dangerous to life and other property; directing the demolition thereof by City forces or contract labor, materials and equipment, and declaring an emergency.

WHEREAS, under authority of Section 3, Article XVIII of the Ohio Constitution and §§715.26, 715.261, 3737.14 and 3737.28 of the Ohio Revised Code, the City has enacted Chapter 1335 of the Mansfield Codified Ordinances, 1997, relating to the removal and repair of buildings and structures for the purpose of safeguarding life and property and for the promotion of the peace, health, safety and welfare of the City of Mansfield and its inhabitants, and

WHEREAS, the Bureau of Buildings, Inspections, Licenses and Permits has, pursuant to Chapter 1335 of the Mansfield Codified Ordinances, 1997, made its inspection and issued its notice and order as pertains to the remains of the building and structure hereinafter described, and

WHEREAS, the owner or occupant has failed to comply with the order issued by the Bureau, and

WHEREAS, Council is fully advised in this matter by reason of the reports and proceedings of the Bureau.

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

SECTION 1. That it is hereby determined and declared that a wood sided residential structure with miscellaneous outbuildings located on the premises described in Section 2 hereinafter are insecure, unsafe, structurally defective and dangerous to life and other property by reason of their hazardous and unsound condition, unsound and unsafe walls, floors, foundation and ceilings, and by reason of want of repair, age, dilapidation of the structure, and its severely deteriorated condition; and it is hereby further determined and declared that by reason thereof said buildings or structures are beyond repair and are a nuisance.

SECTION 2. That the premises referred to in Section 1 hereof are described as follows: situated in the City of Mansfield, County of Richland and State of Ohio: being Lot Number One Hundred Forty (#140) of the City of Mansfield and being the North 360 feet of said lot, SAVE AND EXCEPT the south 62 feet thereof.

Parcel Numbers: 027-04-017-07-000
Owner: COUNAL CANADA TRUST, Cournal Canada Trustee
Address: 285 Reed Street

SECTION 3. That the Bureau of Buildings, Inspections, Licenses and Permits is hereby authorized and directed to enter into a contract according to law with a competent and licensed contractor for the provision of labor, materials and equipment for the demolition and removal of the building(s) or structure(s) hereinbefore described, including any fences, concrete stairs, retaining walls and all appurtenances thereto, together with the removal of all debris and leveling

BY: MS. MEIER

Declaring the remains of a designated dwelling (334 Louis Street) to be insecure, unsafe, structurally defective and dangerous to life and other property; directing the demolition thereof by City forces or contract labor, materials and equipment, and declaring an emergency.

WHEREAS, under authority of Section 3, Article XVIII of the Ohio Constitution and §§715.26, 715.261, 3737.14 and 3737.28 of the Ohio Revised Code, the City has enacted Chapter 1335 of the Mansfield Codified Ordinances, 1997, relating to the removal and repair of buildings and structures for the purpose of safeguarding life and property and for the promotion of the peace, health, safety and welfare of the City of Mansfield and its inhabitants, and

WHEREAS, the Bureau of Buildings, Inspections, Licenses and Permits has, pursuant to Chapter 1335 of the Mansfield Codified Ordinances, 1997, made its inspection and issued its notice and order as pertains to the remains of the building and structure hereinafter described, and

WHEREAS, the owner or occupant has failed to comply with the order issued by the Bureau, and

WHEREAS, Council is fully advised in this matter by reason of the reports and proceedings of the Bureau.

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

SECTION 1. That it is hereby determined and declared that a single-story, vinyl-sided, residential structure and miscellaneous outbuildings located on the premises described in Section 2 hereinafter are insecure, unsafe, structurally defective and dangerous to life and other property by reason of their hazardous and unsound condition, unsound and unsafe walls, floors, foundation and ceilings, and by reason of want of repair, age, dilapidation of the structure, and its severely deteriorated condition; and it is hereby further determined and declared that by reason thereof said buildings or structures are beyond repair and are a nuisance.

SECTION 2. That the premises referred to in Section 1 hereof are described as follows: situated in the City of Mansfield, County of Richland and State of Ohio: being Lot Numbers Seventeen Thousand Seventy (#17070) of the consecutively numbered lots (formerly #143 in Crystal Springs Allotment) as shown at Volume 9, Page 7 of Plats.

Parcel Numbers: 027-04-246-08-000
Owner: Nack G. Investments LLC
Address: 334 Louis Street

SECTION 3. That the Bureau of Buildings, Inspections, Licenses and Permits is hereby authorized and directed to enter into a contract according to law with a competent and licensed contractor for the provision of labor, materials and equipment for the demolition and removal of the building(s) or structure(s) hereinbefore described, including any fences, concrete stairs, retaining walls and all appurtenances thereto, together with the removal of all debris and leveling

BY: MS. MEIER

Declaring the remains of a designated dwelling (347 Louis Street) to be insecure, unsafe, structurally defective and dangerous to life and other property; directing the demolition thereof by City forces or contract labor, materials and equipment, and declaring an emergency.

WHEREAS, under authority of Section 3, Article XVIII of the Ohio Constitution and §§715.26, 715.261, 3737.14 and 3737.28 of the Ohio Revised Code, the City has enacted Chapter 1335 of the Mansfield Codified Ordinances, 1997, relating to the removal and repair of buildings and structures for the purpose of safeguarding life and property and for the promotion of the peace, health, safety and welfare of the City of Mansfield and its inhabitants, and

WHEREAS, the Bureau of Buildings, Inspections, Licenses and Permits has, pursuant to Chapter 1335 of the Mansfield Codified Ordinances, 1997, made its inspection and issued its notice and order as pertains to the remains of the building and structure hereinafter described, and

WHEREAS, the owner or occupant has failed to comply with the order issued by the Bureau, and

WHEREAS, Council is fully advised in this matter by reason of the reports and proceedings of the Bureau.

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

SECTION 1. That it is hereby determined and declared that a single-story, vinyl-sided, residential structure with a garage and miscellaneous outbuildings located on the premises described in Section 2 hereinafter are insecure, unsafe, structurally defective and dangerous to life and other property by reason of their hazardous and unsound condition, unsound and unsafe walls, floors, foundation and ceilings, and by reason of want of repair, age, dilapidation of the structure, and its severely deteriorated condition; and it is hereby further determined and declared that by reason thereof said buildings or structures are beyond repair and are a nuisance.

SECTION 2. That the premises referred to in Section 1 hereof are described as follows: situated in the City of Mansfield, County of Richland and State of Ohio: being Lot Numbers Seventeen Thousand Thirty-eight (#17038) and Seventeen Thousand Thirty-nine (#17039) of the consecutively numbered lots in said City.

Parcel Numbers: 027-04-208-18-000
Owner: Nack G. Investments LLC
Address: 347 Louis Street

SECTION 3. That the Bureau of Buildings, Inspections, Licenses and Permits is hereby authorized and directed to enter into a contract according to law with a competent and licensed contractor for the provision of labor, materials and equipment for the demolition and removal of the building(s) or structure(s) hereinbefore described, including any fences, concrete stairs, retaining walls and all appurtenances thereto, together with the removal of all debris and leveling

BY: MS. MEIER

Declaring the remains of a designated commercial gas station (474 Bowman Street) to be insecure, unsafe, structurally defective and dangerous to life and other property; directing the demolition thereof by City forces or contract labor, materials and equipment, and declaring an emergency.

WHEREAS, under authority of Section 3, Article XVIII of the Ohio Constitution and §§715.26, 715.261, 3737.14 and 3737.28 of the Ohio Revised Code, the City has enacted Chapter 1335 of the Mansfield Codified Ordinances, 1997, relating to the removal and repair of buildings and structures for the purpose of safeguarding life and property and for the promotion of the peace, health, safety and welfare of the City of Mansfield and its inhabitants, and

WHEREAS, the Bureau of Buildings, Inspections, Licenses and Permits has, pursuant to Chapter 1335 of the Mansfield Codified Ordinances, 1997, made its inspection and issued its notice and order as pertains to the remains of the building and structure hereinafter described, and

WHEREAS, the owner or occupant has failed to comply with the order issued by the Bureau, and

WHEREAS, Council is fully advised in this matter by reason of the reports and proceedings of the Bureau.

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

SECTION 1. That it is hereby determined and declared that a commercial gas station with several fuel tanks located on the premises described in Section 2 hereinafter are insecure, unsafe, structurally defective and dangerous to life and other property by reason of their hazardous and unsound condition, unsound and unsafe walls, floors, foundation and ceilings, and by reason of want of repair, age, dilapidation of the structure, and its severely deteriorated condition; and it is hereby further determined and declared that by reason thereof said buildings or structures are beyond repair and are a nuisance.

SECTION 2. That the premises referred to in Section 1 hereof are described as follows: situated in the City of Mansfield, County of Richland and State of Ohio: being known as parts of lots Five Thousand Five Hundred and Three (#5503) and Five Thousand Five Hundred and Four (#5304) in said City and being more particularly described as follows: Beginning at the point of intersection of the North line of Harker Street with the East line of Bowman Street; Thence North along the East line of Bowman Street, 109.50 feet to an iron pin, which iron pin is located on the East line a distance of 40.50 feet from South line of a 16 foot alley; Thence East along the South line of property conveyed to C.D. Appleman by deed recorded in Volume 137, Page 343 of Deed Records of Richland County Ohio, a distance of 122.00 feet to an iron pin in the East line of subplot Number 5504; Thence South along the East lien of said subplot Number 5504, 109.50 feet to an iron pin in the North line of Harker Street; Thence West along the North line of Harker Street, 122.00 feet to the point of beginning, be the same more or less, but subject to all legal highways and easements of record.

BY: MS. MEIER

Declaring the remains of a designated garage (558 Garfield Place) to be insecure, unsafe, structurally defective and dangerous to life and other property; directing the demolition thereof by City forces or contract labor, materials and equipment, and declaring an emergency.

WHEREAS, under authority of Section 3, Article XVIII of the Ohio Constitution and §§715.26, 715.261, 3737.14 and 3737.28 of the Ohio Revised Code, the City has enacted Chapter 1335 of the Mansfield Codified Ordinances, 1997, relating to the removal and repair of buildings and structures for the purpose of safeguarding life and property and for the promotion of the peace, health, safety and welfare of the City of Mansfield and its inhabitants, and

WHEREAS, the Bureau of Buildings, Inspections, Licenses and Permits has, pursuant to Chapter 1335 of the Mansfield Codified Ordinances, 1997, made its inspection and issued its notice and order as pertains to the remains of the building and structure hereinafter described, and

WHEREAS, the owner or occupant has failed to comply with the order issued by the Bureau, and

WHEREAS, Council is fully advised in this matter by reason of the reports and proceedings of the Bureau.

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

SECTION 1. That it is hereby determined and declared that a wood garage located on the premises described in Section 2 hereinafter is insecure, unsafe, structurally defective and dangerous to life and other property by reason of its hazardous and unsound condition, unsound and unsafe walls, floors, foundation and ceilings, and by reason of want of repair, age, dilapidation of the structure, and its severely deteriorated condition; and it is hereby further determined and declared that by reason thereof said building or structure is beyond repair and is a nuisance.

SECTION 2. That the premises referred to in Section 1 hereof are described as follows: situated in the City of Mansfield, County of Richland and State of Ohio: being lot Number Seven Thousand Seventy-eight (#7078) and the south one-half of a vacated 16-foot alley at the rear thereof as shown by the recorded plat in Volume 9, Page 17 of Plat Records.

Parcel Numbers: 027-03-024-03-000
Owner: Estate of Susan E. Fife
Address: 585 Garfield Place

SECTION 3. That the Bureau of Buildings, Inspections, Licenses and Permits is hereby authorized and directed to enter into a contract according to law with a competent and licensed contractor for the provision of labor, materials and equipment for the demolition and removal of the building(s) or structure(s) hereinbefore described, including any fences, concrete stairs, retaining walls and all appurtenances thereto, together with the removal of all debris and leveling to grade, or to proceed by force account, in execution of its order under §§ 1335.09 of the

BY: MS. MEIER

Declaring the remains of a designated dwelling (596 Springmill Street) to be insecure, unsafe, structurally defective and dangerous to life and other property; directing the demolition thereof by City forces or contract labor, materials and equipment, and declaring an emergency.

WHEREAS, under authority of Section 3, Article XVIII of the Ohio Constitution and §§715.26, 715.261, 3737.14 and 3737.28 of the Ohio Revised Code, the City has enacted Chapter 1335 of the Mansfield Codified Ordinances, 1997, relating to the removal and repair of buildings and structures for the purpose of safeguarding life and property and for the promotion of the peace, health, safety and welfare of the City of Mansfield and its inhabitants, and

WHEREAS, the Bureau of Buildings, Inspections, Licenses and Permits has, pursuant to Chapter 1335 of the Mansfield Codified Ordinances, 1997, made its inspection and issued its notice and order as pertains to the remains of the building and structure hereinafter described, and

WHEREAS, the owner or occupant has failed to comply with the order issued by the Bureau, and

WHEREAS, Council is fully advised in this matter by reason of the reports and proceedings of the Bureau.

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

SECTION 1. That it is hereby determined and declared that a two-story residential structure with miscellaneous outbuildings located on the premises described in Section 2 hereinafter are insecure, unsafe, structurally defective and dangerous to life and other property by reason of their hazardous and unsound condition, unsound and unsafe walls, floors, foundation and ceilings, and by reason of want of repair, age, dilapidation of the structure, and its severely deteriorated condition; and it is hereby further determined and declared that by reason thereof said buildings or structures are beyond repair and are a nuisance.

SECTION 2. That the premises referred to in Section 1 hereof are described as follows: situated in the City of Mansfield, County of Richland and State of Ohio: being parts of lot numbers Two Thousand One Hundred Eighty-eight (#2188) and Two Thousand One Hundred Eighty-nine (#2189) of the consequitively numbered lots of said City as recorded in Volume 3, Page 8 of the Plat records of said City.

Parcel Numbers: 027-04-089-16-000

Owner: Thomas D. Baughman

Address: 596 Springmill Street

SECTION 3. That the Bureau of Buildings, Inspections, Licenses and Permits is hereby authorized and directed to enter into a contract according to law with a competent and licensed contractor for the provision of labor, materials and equipment for the demolition and removal of the building(s) or structure(s) hereinbefore described, including any fences, concrete stairs,

BILL #23-126

ORDINANCE # _____

BY: MR. SCOTT

Authorizing the Public Works Director to enter into a lease with Christopher C. Thomas for real estate known as Hangar 521 at the Mansfield Lahm Airport, and declaring an emergency.

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

SECTION 1. That the Public Works Director be, and he is hereby, authorized to execute on behalf of the City of Mansfield a lease with Christopher C. Thomas of 1442 Amoy West Road Mansfield, Ohio 44903, for real estate known as Hangar 521 at the Mansfield Lahm Airport, substantially in accordance with a proposed copy of said lease, as attached hereto as Exhibit "A" and made a part hereof.

SECTION 2. That by reason of the immediate necessity for timely entering into the lease for said property at the earliest possible time, 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 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 15 August 2023
1st Reading 15 August 2023
2nd Reading _____
PASSED 15 August 2023

SIGNED /s/ David Falquette
President of Council

ATTEST /s/ Amy L. Yockey
Clerk of Council

APPROVED /s/ Timothy L. Theaker
Mayor

APPROVED AS TO FORM: John R. Spon
Law Director
City of Mansfield, Ohio

CITY OF MANSFIELD, OHIO
REAL ESTATE LEASE
at MANSFIELD LAHM REGIONAL AIRPORT

This Lease is made as of the _____ day of _____, 20____ by and between the City of Mansfield, Ohio, (hereinafter "Lessor" or "City") and Christopher C. Thomas of, 1442 Amoy West Road Mansfield, Ohio 44903 (hereinafter "Lessee").

WITNESSETH:

1. PREMISES:

The Lessor hereby leases to the Lessee the following described premises, known as Hangar 521 and being part of the City's Mansfield Lahm Regional Airport property, Richland County, Ohio, to wit:

Situated in the Northwest Quarter of Section 3, Madison Township, Richland County, State of Ohio on land owned by the City of Mansfield, Ohio; the same being more particularly described as follows:

Commencing at a point 934.7 feet East of the centerline of Harrington Memorial Road (Formerly Airport Road), said centerline being the west line of Section 3, and 50 feet South of the South edge of the access ramp (formerly called Runway 9-27); thence South 100 feet parallel to the centerline of Harrington Memorial Road to the true place of beginning; thence East 150 feet parallel to South edge of the access ramp thence South 100 feet parallel to the centerline of Harrington Memorial Road; thence West 150 parallel to and 250 feet South of the South edge of the access ramp thence Northerly 100 feet parallel to the centerline of Harrington Memorial Road to the true place of beginning, containing .344 acres of land. Also known as building B, Auditor identifies the building as Hangar 521.

Permanent Parcel Number: 028-90-118-09-004

Property Address: 2000 Harrington Memorial Road, Mansfield, OH 44903 (Hangar #521)

2. TERMINATION OF CURRENT LEASE AGREEMENT:

By Executing this Real Estate Lease the Lessor and Lessee agree to terminate the current lease for the same premises described herein in Section 1; in consideration for the early termination of the current lease Lessor and Lessee agree to execute this new Real Estate Lease and;

WHEREAS, The City of Mansfield and the original Lessee entered into the current lease Agreement dated as of first day of January 2014 for the lease of the "Premises" described herein located at 2000 Harrington Memorial Road, Mansfield, OH 44903 (Hangar #521) and;

WHEREAS, The Lessee was assigned the rights and responsibilities of the current lease on 7th Day of June 2021; and

WHEREAS, the term of the current lease is presently scheduled to expire on December 31st 2037; and

WHEREAS, Lessor and Lessee have mutually agreed to terminate the current lease prior to the aforementioned expiration date, which early termination shall be effective as of December 31st, 2023 (the "Surrender Date"), subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each party hereto, the parties hereby agree to terminate the current lease and enter into the Real Estate Lease described herein on the dates designated herein.

3. TERM:

The initial term of this Lease shall be for a period of ten (10) years beginning January 1st 2024, and continuing through December 31th 2034.

If Lessee has paid all rent and taxes and complied with all provisions of this Lease, then this Lease shall automatically renew at expiration of the initial term for four (4) additional terms of five (5) years. This lease is eligible for a grand total of thirty (30) years: one initial term of 10 years, and 4 renewal terms of 5 years each. If Lessee elects not to renew the Lease, Lessee shall so notify Lessor in writing at least sixty (60) days in advance of the start of any renewal term. Any renewal of this Lease shall be upon the same terms and conditions as contained herein except the rent which shall be as set forth in paragraph 3 below.

4. RENT:

Lessee shall pay rent, for the premises as described in paragraph 1 hereof, in accordance with the Schedule A, attached hereto and made a part hereof. Rent shall be paid in advance in a single payment on or before December 1st each year to the Lessor at the Office of the Finance Director, 30 North Diamond Street, Mansfield, Ohio 44902.

5. PURPOSE-USE:

Lessee accepts the premises in their present condition. Lessee shall use the leased premises only for storage and maintenance of aircraft and for aeronautical purposes related thereto, not in conflict with applicable laws, rules and regulations. Lessee shall maintain and operate their facilities safely and efficiently and in accordance with specified conditions pursuant to all FAA Grant Assurances. Lessee agrees that any building on the premises shall be constructed or maintained in accordance with the building code and fire code as adopted by the City of Mansfield. Additionally, the Lessee agrees to construct the apron and necessary connecting hangar ramp in accordance with specifications and requirements of the Federal Aviation Administration (FAA) and the City of Mansfield at the lines and grades as approved by the City Engineer. Required testing and inspections to assure proper construction and restoration of premises outside the construction to a reasonable satisfaction of the Lessor shall all be at Lessee's cost and expense. Lessee further agrees any improvement shall be completed in due course and in a period not exceeding one hundred and eighty (180) days from date of construction start. No damaged aircraft or aircraft being rebuilt shall be stored or otherwise kept

in public view on the leased premises. Lessee may request in writing for an extension additional time if necessary; Lessor shall not unreasonably withhold the granting of an extension.

6. UTILITIES:

Any building on or constructed on the Lot shall at Lessee's expense be connected into and use available City water and sewer facilities and Lessee shall pay the established charges for such connections and services as well as for all other utilities furnished to the Lot. Any building not connected into such facilities as of the date hereof shall not be required to do so.

7. TAXES:

Lessee agrees to pay all real and personal property taxes and/or assessments levied upon the premises and contents or any part thereof promptly upon billing by the Lessor and prior to the date, for any tax period, when interest or penalty could be added to such tax. Notwithstanding the foregoing, Lessee shall have the right, at Lessee's discretion, to file a reassessment complaint challenging the assessed values of the real or personal property upon the premises.

8. PUBLIC AIRPORT FACILITIES:

Public airport facilities shall include all necessary landing area appurtenances including but not limited to approach areas, runways, taxiways, aprons, aircraft and automobile parking areas, roadways, sidewalks, navigational aids, lighting facilities, terminal facilities or other public things appurtenant to said airport. These facilities shall be maintained by Lessor, without objection or hindrance by Lessee, so as to retain the airport's certification under FAR Part 139, Part 77, and all applicable FAA Advisory Circulars pertaining to airport operations.

9. USE OF AIRPORT FACILITIES:

The Lessee shall have non-exclusive use in common with other users of the airport, including, but not by way of limitation, the landing areas, aprons, taxiways and parking described herein and it is hereby specifically understood and agreed that nothing contained herein shall be construed to grant or authorize the granting of an exclusive right to provide aeronautical services to the public (as prohibited by § 308(a) of the Federal Aviation Act of 1958, as amended).

The City agrees not to permit parking of vehicles on or any other use of the apron, taxiway or perimeter, service or access road that will interfere with or obstruct access to the Lessee's premises.

10. MAINTENANCE-ALTERATIONS:

Lessee shall, at its own expense:

- (a) Keep any buildings on the leased premises well maintained and in repair consistent with good business practice;
- (b) Keep the grounds of the leased premises reasonably free from weeds, rubbish or debris with all garbage and rubbish held only temporarily for collection and removal from the premises on the City's regular schedule or equivalent; Lessee shall comply

with FAA Advisory Circular 150/5200-33 or most current guidance on hazardous wildlife attractants on or near airports.

- (c) Perform snow removal, grass mowing/trimming and building security for the leased premises as reasonably required for Lessee's use and enjoyment of the premises;
- (d) Maintain in good usable condition the hangar ramp connecting the leased premises to the general airport facilities.

Lessee may, at its own expense, make alterations and improvements to its leased premises, but shall first present plans and specifications to and obtain written consent from the City which consent shall not be unreasonably withheld.

11. SIGNS:

Lessee shall not have or allow any billboard, advertising or other display device on the outside of the leased premises. Notwithstanding the foregoing, Lessee may display the hangar number and the name of the hangar owner on the exterior of the hangar as approved by the City in its reasonable discretion.

12. RIGHT OF ACCESS/INSPECTION:

Lessor hereby reserves the right to enter upon and into the leased premises and buildings thereon at reasonable times for the purpose of making inspections to determine if the provisions and requirements of this lease are being fully complied with. Should the buildings on the leased premises become deficient in maintenance or in need of repair, Lessee hereby agrees to remedy same within thirty (30) days after receipt of written notice from the Lessor setting forth the deficiencies. Failure to comply with such written specific notice shall be considered a breach of this Lease.

13. SERVICES:

Subject to Lessor's obligations under Paragraph 7 above, the Lessor shall have no responsibility or liability to furnish any services to Lessee, but Lessee may negotiate with Lessor for any services it may request and shall pay for such additional services the consideration so negotiated. However, nothing in this paragraph shall be construed to relieve Lessor from maintaining and operating the Airport as a public airport with public airport facilities.

14. INDEMNIFICATION AND INSURANCE:

- (a) The Lessee agrees to indemnify and save harmless the Lessor from any and all losses, claims, demands, actions, costs or expenses that may proximately result to the Lessor from any act or omission on the part of the Lessee.
- (b) During the term of the Lease, Lessee shall maintain, at Lessee's expense, public (not excluding the Lessor) liability insurance against claims or liability for personal injury, death and property damage arising from the use of the leased premises and adjoining areas. The insurance shall be carried with insurance companies authorized to transact business in Ohio and shall be in an amount no less than \$500,000 for

property damage and no less than \$500,000 for injury or death to any one person and \$1,000,000 for any one accident. Such insurance shall be maintained for the mutual benefit of the Lessee and the Lessor, its agents and employees, and shall name the Lessee and Lessor as insureds. Lessor reserves the right to increase such insurance requirements, if required by rules and regulations of the airport adopted by Mansfield City Council, but such an increase may only be made effective on the starting date of one or more renewal terms hereunder and, further, provided that if any such increase raises any one or more coverage limit by more than 20% over the then existing limit, the Lessee may elect to terminate this Lease as provided for in paragraph 18.

- (c) Lessee shall be responsible for maintaining its own insurance on all buildings and other improvements on the leased premises together with the contents therein.
- (d) Lessee shall furnish Lessor with certificates of all insurance required hereunder which certificates and the underlying policies shall include a provision that coverages will not be canceled or materially changed without at least ten (10) days prior written notice to Lessor.
- (e) In the event the improvements on the Lease Premises are destroyed or are damaged in excess of fifty percent (50%) of total property value due to any cause, the Lessee may, at its own expense, repair, restore or replace the destroyed property if Lessee deems it practical or advisable to do so, and this Lease shall continue in full force and effect without abatement of reduction in rent. If Lessee deems it impractical or inadvisable to repair, restore or replace the destroyed or damaged improvements, this Lease shall terminate on ninety (90) days written notice to Lessor. If so terminated, Lessee at request of Lessor shall remove the damaged improvements and debris and restore the surface to its approximate original condition, and Lessee shall be entitled only to reimbursement of any rental paid in advance for the unexpired portion of the Lease term.

15. DEFAULT:

Lessee agrees that if any payment of rent or taxes is past due more than sixty (60) days, the Lessor may elect to declare this Lease terminated, in which event, Lessee upon written notice given it shall surrender possession of the premises peacefully to the City, unless it pays said amount due within said sixty (60) day period. If Lessee defaults in any other covenant or condition herein contained and shall continue in such default for a period of ninety (90) days after written notice from the Lessor, Lessor shall have the right to declare this Lease forfeited and upon written notice thereof the Lessee shall surrender peacefully possession of the leased premises. Notwithstanding anything to the contrary contained in this Lease, in the event this Lease is terminated for any reason whatsoever, Lessee may, at Lessee's option, remove all improvements above ground level within a reasonable time after such termination.

16. SUBORDINATION:

- (a) State and Federal Law. This Lease is subject to all provisions and conditions of any existing or future agreements by the Lessor with the Federal Aviation Administration and with the Ohio Department of Transportation, Office of Aviation regarding the airport and nothing contained herein shall be construed to prevent the Lessor from making further agreements with the federal government and the State of Ohio regarding the airport.
- (b) Local Ordinances/Regulations. This Lease is subject to all ordinances of the City which affect the Airport and all rules and regulations of the Airport in effect from time-to-time.
- (c) Should the effect of such agreements referred to under (a) above or the laws/regulations under (b) above be to substantially destroy or prevent the reasonable exercise of Lessee's rights and uses hereunder by taking a part of the leased premises or in some other manner, then the Lessee or Lessor may terminate this Lease under the provisions of paragraph 18 hereof.

17. CONDEMNATION:

The Lessor City shall have the power of eminent domain with respect to the leased premises, even though Lessor is a party hereto, in accordance with the statutes of the State of Ohio relating to eminent domain and condemnation.

18. ASSIGNMENT:

Lessee shall have the privilege of assignment of this Lease Agreement, upon advance written notice to the Lessor and written consent from Lessor. The Lessor shall not unreasonably withhold consent. The notice to Lessor shall set forth the name, address and nature of the business of the proposed assignee. If no written objection from the Lessor is received by Lessee within thirty (30) days after said notice then the assignment shall be presumed to be approved by Lessor.

19. TERMINATION:

This Lease shall terminate at the end of the full term hereof, and the Lessee shall have no further right or interest in any part of the demised premises except as provided in paragraph 2 of this Lease, and the Lessor shall be entitled to have the land demised herein returned to it clear of all improvements above ground level and if Lessee fails to so remove improvements, they shall thereafter become the property of the Lessor. Notwithstanding the foregoing, if Lessee desires to continue using the premises and the City has not converted the premises to some other use, then the City agrees to negotiate a new Lease Agreement in good faith.

This Lease may be terminated by the Lessee without liability for rentals accruing thereafter and without return of any rental paid in advance, at the end of any twelve (12) month period after the date of this Lease; subject, however, to a sixty (60) days advance written notice to Lessor when said Lease is to be terminated, and Lessee may, at Lessee's option, remove the improvements on the

demised premises and if Lessee fails to do so within a reasonable time after termination, then the improvements shall become the property of the Lessor.

In the event Lessor fails to perform its obligations as set forth in the Lease, and such failure substantially destroys or prevents the reasonable exercise of Lessee's rights and uses hereunder, the Lessor shall pay to the Lessee as liquidated damages the current value of the fixed improvements of an aeronautical and related nature made on the demised premises (for the purpose of this Lease, said current value shall be computed based upon an appraisal procedure agreed upon by the parties) and thereupon all such improvements shall be and become the sole property of Lessor; provided, however, that in lieu of accepting said current value, the Lessee shall have the option of removing said fixed improvements and thereupon this Lease shall terminate.

Default of payment of any of the rentals reserved herein to the Lessor or default in payment of any taxes levied against the leased premises or improvements, shall give the Lessor the right to terminate this Lease at any time after sixty (60) days' notice has been given to Lessee, unless within said time the Lessee has complied fully with the requirements for payment of such rental or taxes. In the event this Lease is finally terminated for such a default of Lessee, the improvement shall be removed or become Lessor's property as provided hereinabove.

On the nonpayment of the whole or any part of the amounts agreed upon at the time such payments become due, the damage or destruction of Lessee's hangar building without repair satisfactory to the Lessor or replacement thereof within twelve (12) months, the abandonment of the demised premises or complete discontinuance of usage for aircraft storage, or upon the nonperformance by Lessee of any or the agreements and covenants herein mentioned, by it to be kept and performed, the Lessor shall give the Lessee written notice by certified mail of the claimed defect, failure, omission or commission of the Lessee and the Lessee shall thereupon have the right and privilege to cure such defect, etc. within a period of sixty (60) days. Upon the failure of the Lessee to do so, the Lessor may take immediate possession of the premises and declare this Lease terminated, subject to Lessee's right to remove the improvements pursuant to paragraph 14. In this connection, it is agreed that failure of the Lessor to declare this Lease terminated upon a default of Lessee for any of the reasons set out shall not operate to bar or destroy the right of Lessor to declare this Lease null and void by reason of any subsequent violation of the terms of this Lease.

20. NON-WAIVER:

No failure by either the Lessor or Lessee to insist upon the strict performance by the other of any covenant, agreement, term or condition of this Lease or to exercise any right or remedy upon a breach thereof, shall constitute a waiver of any such breach or such covenant, agreement, term or condition. No waiver of any breach shall affect or alter this Lease, but each and every covenant, condition, agreement and term of this Lease shall continue in full force and effect with respect to any other then existing or subsequent breach.

21. NOTICES:

Notices hereunder shall be in writing and sent by certified mail addressed to the parties as follows:

To: City of Mansfield, Ohio
Attn: Public Works Director
30 North Diamond Street
Mansfield, Ohio 44902

To: Christopher C. Thomas
1442 Amoy West Road
Mansfield Oh 44903

22. SUCCESSORS/ASSIGNS:

All of the terms, covenants and agreements herein contained shall be binding upon and shall inure to the benefit of successors, heirs and assigns of the respective parties hereto.

23. PARAGRAPH HEADINGS:

The paragraph headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Lease.

24. SEVERABILITY:

If any term, covenant, condition or provision of this Lease is held by a Court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

IN WITNESS WHEREOF, the parties hereto have caused this Lease Agreement to be executed in triplicate as of the day and year first above-written.

CITY OF MANSFIELD (Lessor)

Christopher C. Thomas (Lessee)

BY:

BY: Christopher C. Thomas

David Remy, Public Works Director

Christopher C. Thomas

APPROVED AS TO FORM:

John R. Spon, Law Director

STATE OF OHIO)
) ss.
COUNTY OF RICHLAND)

On this ____ day of _____, 20__ before me, a Notary Public in and for said County and State, came the City of Mansfield, Ohio, by David Remy, its Public Works Director, who acknowledged the execution of the foregoing Lease to be his voluntary act on behalf of the City of Mansfield, Ohio, and the free act and deed of said City. (Ord. # _____ - _____).

Notary Public

STATE OF TEXAS)
) ss.
COUNTY OF _____)

On this ___ day of _____, 20__ before me, a Notary Public in and for said County and State, came [Christopher C. Thomas], who acknowledged the execution of the foregoing Lease to be their voluntary and free act and deed.

Notary Public

SCHEDULE A

Term	Dates	Amount / Lot / Year
Initial	1/1/2024- 12/31/2034	\$900.00
First Renewal	1/1/2035- 12/31/2035	\$1,000.00
Second Renewal	1/1/2036- 12/31/2041	\$1,100.00
Third Renewal	1/1/2042- 12/31/2047	\$1,210.00
Fourth Renewal	1/1/2047- 12/31/2052	\$1,331.00

BILL #23-127

RESOLUTION # _____

BY: MR. DAVENPORT

Annual request authorizing the Director of Finance to make transfers, among the City's appropriated funds by classification within departments and sub departments, necessary to balance accounts for proper accounting purposes at year-end (as of December 31, 2023), and declaring an emergency.

WHEREAS, this Council has heretofore made appropriations by Ordinance and transfers by Resolution relating to expenses and expenditures of the City for the year 2023 based upon financial information available during the course of the year, and

WHEREAS, the City's year-end budgeting is being monitored by the Director of Finance as chief fiscal officer of the City, and said Director has indicated that some transfers of monies will be necessary to balance accounts for year-end.

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

SECTION 1. That the Director of Finance be, and she is hereby, authorized to make such transfers, among the City's appropriated funds by classification, excluding Personal Services, and Employee Benefits except to transfer only between these, within departments and sub departments, in order to balance accounts for proper accounting as of December 31, 2023, provided that said Director shall furnish this Council with appropriate documentation to support each transfer made under this authorization.

SECTION 2. That by reason of the immediate necessity for authorizing the Finance Director to begin making the transfer described above in anticipation of year-end accounting procedures, 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 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 15 August 2023
1st Reading 15 August 2023
2nd Reading _____
PASSED 15 August 2023

SIGNED David Falquette
President of Council

ATTEST /s/ Amy L. Yockey
Clerk of Council

APPROVED /s/ Timothy L. Theaker
Mayor

APPROVED AS TO FORM: John R. Spon
Law Director
City of Mansfield, Ohio