

BY: MR. DAVENPORT

Authorizing the Mayor to submit an Amended Annual Action Plan for PY 2022 indicating proposed uses for the City's PY 2022 Home Investment Partnership Program Funds and Community Development Block Grant Funds, and declaring an emergency.

WHEREAS, Mansfield has been designated an "Entitlement City" and a "Participating Jurisdiction" by the United States Department of Housing and Urban Development, and such designations make the City eligible for The Home Investment Partnership Program (HOME) funds, and

WHEREAS, the amendment constitutes a minor change under the City of Mansfield's Citizen Participation Plan and concerning the City's proposed uses for HOME Funds and Community Development Block Grant Funds under the provision of Title I of the Housing and Community Development Act of 1974, P.L. 93-383, as amended and Ordinances 22-036 and 22-037 was adopted to authorize the Mayor to submit an Annual Action Plan for PY 2022 Home Investment Partnership Program Funds, and

WHEREAS, the PY 2022 Amended Annual Action Plan is incorporated into and made a part of this Ordinance by reference.

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

SECTION 1. That the Mayor, as chief executive officer of the City of Mansfield, is hereby, on behalf of the City, authorized to submit an Amended Annual Action Plan for PY 2022, with all understandings and assurances included therein, to the U.S. Department of Housing and Urban Development setting forth the amended projected uses for PY 2022 Home Investment Partnership Program funds in the amount of three hundred forty-two thousand, four hundred one and 00/100 dollars (\$342,401.00) and PY 2022 Community Development Block Grant Funds in the amount of eight hundred thirty-eight thousand and five hundred seventy-four, and 00/100 dollars (\$838,574.00), as set forth in attached Exhibit "A".

SECTION 2. That the Mayor be, and he is hereby, designated as the recipient of the Home Investment Partnership Program Funds and Community Development Block Grant Funds that he is hereby authorized to enter into such agreements as are necessary with the United States Department of Housing and Urban Development relating thereto and to execute such applications, requests, receipts, forms, certificates, agreements and other necessary instruments and documentation as may be required on behalf of the City for its participation in the program under law.

SECTION 3. That by reason of the immediate necessity for timely filing this amended annual application within Federal prescribed time limits, 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	4 October 2022
1 st Reading	18 October 2022
2 nd Reading	
PASSED	18 October 2022

ATTEST
/s/ Amy L. Yockey
Clerk of Council

SIGNED /s/ David Falquette

President of Council

APPROVED /s/ Timothy L. Theaker

Mayor

APPROVED AS TO FORM:

John R. Spon
Law Director
City of Mansfield, Ohio

Exhibit "A"
to Bill# 22-187

2022 CDBG Application Requests		\$838,574				\$ 838,574.00
Requestor	Amount Requested	Council APPROVED	Amendment Request	NEW TOTAL	Percentage of Award	
City of Mansfield- Administration	\$ 170,000.00	\$ 167,714.80		\$167,714.80	20.00%	
Emergency Repair	\$ 250,000.00	\$ 540,125.51	\$7,500.00	\$532,625.51	63.52%	
Targeted Code Enforcement	\$ 5,000.00	4,947.59	\$7,500.00	\$12,447.59	1.48%	
TOTAL Without Public Services	\$ 425,000.00	\$ 712,787.90		\$712,787.90	85.00%	
PUBLIC SERVICES - 1-1-24 MAX \$127,500						
Mansfield Metropolitan Housing	\$ 125,000.00	\$ 34,549.25	\$3,035.64	\$37,584.89	4.48%	
UMADAOP	\$ 25,000.00	\$ 15,178.19	-\$15,178.19	\$0.00	0.00%	
Catholic Charities	\$ 20,000.00	\$ 14,004.19	\$3,035.64	\$17,039.83	2.03%	
Richland County Transit	\$ 62,160.00	\$ 33,291.39	\$3,035.64	\$36,327.03	4.33%	
City of Mansfield- Parks Summer Fun	\$ 20,000.00	\$ 13,165.61	\$3,035.63	\$16,201.24	1.93%	
NECIC	\$ 28,442.10	\$ 15,597.47	\$3,035.64	\$18,633.11	2.22%	
TOTAL FROM BLUE SECTION					15.00%	
Total Public Service Requested	\$ 280,602.10	\$ 125,786.10		\$125,786.10		
TOTAL REQUESTED	\$ 705,602.10	\$838,574.00		\$838,574.00	100.00%	

2022 HOME Application Requests		ACTUAL \$342,401	Admin Cap \$34240.10			
Requestor	Amount Requested	Department Proposed	Mayor Proposed	LB	CM	EA
City of Mansfield- Administration (10%)	\$ 27,500.00	\$ 27,500.00	\$ 27,500.00	\$ 27,500.00	\$ 27,500.00	\$ 27,500.00
CHDO Set-aside (15% Required)	\$ 41,250.00	\$ 41,250.00	\$ 41,250.00	\$ 41,250.00	\$ 41,250.00	\$ 41,250.00
Homeowner Rehabilitation	\$ 250,000.00	\$ 206,250.00	\$ 206,250.00	\$ 206,250.00	\$ 206,250.00	\$ 206,250.00
TOTAL REQUESTED	\$ 318,750.00	\$ 275,000.00	\$275,000.00	\$275,000.00	\$275,000.00	\$275,000.00
Prior Years Funding - EN-\$1,265,636.19 Pl- \$56,941.06	Original Allocation	Remaining	Dept Req	Mayor Req	Council Req	Council Appr.
Area Agency on Aging- Ritter's Run						
2015	\$ 34,543.23	\$ 34,534.23	\$ 34,543.23	\$ 34,543.23	\$ 34,543.23	\$ 34,543.23
2016	\$ 106,372.60	\$ 106,372.60	\$ 106,372.60	\$ 106,372.60	\$ 106,372.60	\$ 106,372.60
2017	\$ 153,554.42	\$ 153,554.42	\$ 153,554.42	\$ 153,554.42	\$ 153,554.42	\$ 153,554.42
2018	\$ 229,591.64	\$ 229,591.64	\$ 229,591.64	\$ 229,591.64	\$ 229,591.64	\$ 229,591.64
2019	\$ 151,454.40	\$ 151,454.40	\$ 151,454.40	\$ 151,454.40	\$ 151,454.40	\$ 151,454.40
2020	\$ 14,558.93	\$ 14,558.93	\$ 14,558.93	\$ 14,558.93	\$ 14,558.93	\$ 14,558.93
Program Income (several prior years)	\$ 49,924.78	\$ 49,924.78	\$ 49,924.78	\$ 49,924.78	\$ 49,924.78	\$ 49,924.78
TOTAL Area Agency	\$ 740,000.00	\$ 740,000.00	\$ 740,000.00	\$ 740,000.00	\$ 740,000.00	
Demeter's Development						
2021	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00
Habitat for Humanity- 212 S Foster						
2020	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00
Down Payment Assistance						
2021	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00
CHDO- prior years						
	\$ 155,757.15	\$ 155,757.15	\$ 155,757.15	\$ 155,757.15	\$ 155,757.15	\$ 155,757.15
Homeowner Rehabilitation (remaining of all funding)						
Prior years allocation	\$ 309,803.82	\$ 309,803.82	\$ 309,803.82	\$ 309,803.82	\$ 309,803.82	
Program Income (2020/2021)	\$ 7,016.28	\$ 7,016.28	\$ 7,016.28	\$ 7,016.28	\$ 7,016.28	
TOTAL	\$ 1,322,577.25	\$ 1,322,577.25	\$ 1,322,577.25	\$ 1,322,577.25	\$ 1,322,577.25	

[illegible]

BILL #22-192

ORDINANCE #

22-194

BY: MS. ZADER

Authorizing payment of the claim of LeWanda Jefferson of 602 Heineman Boulevard Mansfield, Ohio 44903, and declaring an emergency.

WHEREAS, upon investigation by City employees and others including discussions and negotiations with the claimants, the Claims Committee of City Council has recommended payment of the claimed loss upon the terms hereinafter set forth.

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

SECTION 1. That the Finance Director be, and she is hereby, authorized to draw her warrant from the Fund Account 101-006-651.30-07 (Claims Against the City) in favor of LeWanda Jefferson in the sum of two hundred fifty and 00/100 dollars (\$250.00) which shall constitute a full and complete satisfaction for any and all claims and damages which said LeWanda Jefferson and her heirs, administrators, executors, successors and assigns ever had, now have or may hereafter have against the City of Mansfield, for damages resulting from the falling of a tree from City property onto the Claimant's property on or about December 11, 2021.

SECTION 2. That receipt of such draft of the City shall be conditioned upon execution of a full release from liability from any and all claims and damage which the claimants, their heirs, administrators, executors, successors and assigns ever had, now have, or may hereafter have against the City of Mansfield for damage, injury or loss to person or property caused as indicated in Section 1 above.

SECTION 3. That a copy of this Ordinance shall be served upon the claimant at the time of the delivery of said warrant.

SECTION 4. That by reason of the immediate need to expedite payment in order to complete settlement of this claim, 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 October 2022
1st Reading 18 October 2022
2nd Reading
PASSED 18 October 2022

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

BILL #22-193

ORDINANCE # 22-195

BY: MS. ZADER

Authorizing payment of the claim of Nancy A. Jones of 1602 North Stewart Road, Mansfield, Ohio 44903, and declaring an emergency.

WHEREAS, upon investigation by City employees and others including discussions and negotiations with the claimants, the Claims Committee of City Council has recommended payment of the claimed loss upon the terms hereinafter set forth.

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

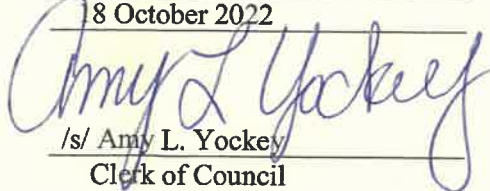
SECTION 1. That the Finance Director be, and she is hereby, authorized to draw her warrant on Sewer Fund Account 503-99.99-5804 (Claims Against the City) in favor of Nancy A. Jones in the sum of two thousand and 00/100 dollars (\$2,000.00) which shall constitute a full and complete satisfaction for any and all claims and damages which said Nancy A. Jones and her heirs, administrators, executors, successors and assigns ever had, now have or may hereafter have against the City of Mansfield, for the damages caused by a sewer back-up at or near 627 Springmill Street occurring on or about June 19, 2022.

SECTION 2. That receipt of such draft of the City shall be conditioned upon execution of a full release from liability from any and all claims and damage which the claimants, their heirs, administrators, executors, successors and assigns ever had, now have, or may hereafter have against the City of Mansfield for damage, injury or loss to person or property caused as indicated in Section 1 above.

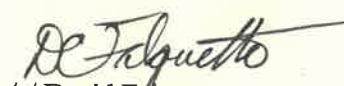
SECTION 3. That a copy of this Ordinance shall be served upon the claimant at the time of the delivery of said warrant.

SECTION 4. That by reason of the immediate need to expedite payment in order to complete settlement of this claim, 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.

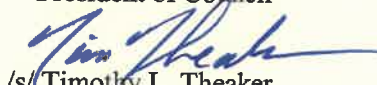
Caucus 18 October 2022
1st Reading 18 October 2022
2nd Reading _____
PASSED 18 October 2022

ATTEST 
/s/ Amy L. Yockey
Clerk of Council

SIGNED


/s/ David Falquette
President of Council

APPROVED


/s/ Timothy L. Theaker
Mayor

APPROVED AS TO FORM:

John R. Spon
Law Director
City of Mansfield, Ohio

BY: MS. MEIER

Declaring the remains of a designated dwelling (150 Crouse 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, 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 and dilapidation; 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 known as part of Inlot Two Thousand Six Hundred Thirty-nine (#2639) of the new revised numbers.

Parcel Numbers: 027-01-089-10-000

Owner: Pawnee Avenue Development LLC, Jay Miller, Member

Address: 150 Crouse 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.

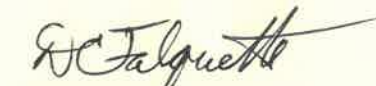
Caucus 18 October 2022

1st Reading 18 October 2022

2nd Reading

PASSED 18 October 2022

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

BY: MS. MEIER

Declaring the remains of a commercial building (277 Miller 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, brick-sided, commercial building and 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 and dilapidation; 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 the east part of Outlot Number Ninety-one (#91) bounded on the South by Baltimore and Ohio Railroad; on the West by High Street; on the North by The New York, Pennsylvania & Ohio Railroad, and on the east by land owned by the Bodine Roofing Company.

ALSO: Situated in the City of Mansfield, County of Richland & State of Ohio: Being Inlot Number One Thousand Fifty-four (#1054) of the consecutive numbers of inlots in the City of Mansfield.

Parcel Numbers: 027-04-244-06-000

Owner: 277 Miller Street LLC, Devin Brown, Member

Address: 277 Miller 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

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

BY: MS. MEIER

Declaring the remains of a designated dwelling (324 Prescott 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 and 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 and dilapidation; 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 Lot Numbers Four Thousand Three Hundred Seventy-six (#4376), Four Thousand Three Hundred Seventy-seven (#4377), Four Thousand Three Hundred Seventy-eight (#4378) of the consecutive numbers of lots in said City as shown at Volume 5, Page 26 of Plats. Also, part of a vacated Alley to the north and east corner of Lot Number Four Thousand Three Hundred Seventy-eight (#4378).

Parcel Numbers: 027-04-128-03-000

Owner: Shirley Hunter and Unknown Spouse

Address: 324 Prescott 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,

BY: MS. MEIER

Declaring the remains of a designated dwelling (610 West Fourth 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 and 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 and dilapidation; 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 Six Thousand Eight Hundred Five (#6805) of the consecutively number of lots as shown at Volume 9, Page 9 of Plats.

Parcel Numbers: 027-03-056-03-000
Owner: Diane J. Dennis and Unknown Spouse
Address: 610 West Fourth 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 18 October 2022

1st Reading 18 October 2022

2nd Reading

PASSED 18 October 2022

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

BILL #22-198

RESOLUTION #

22-200

BY: MS. MEIER

Consenting to the proposed annexation of 1.000 acre of land located on the east side of Possum Run Road to the City of Mansfield, and declaring an emergency.

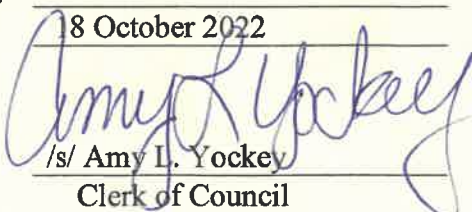
**BE IT RESOLVED BY THE COUNCIL OF THE
CITY OF MANSFIELD, STATE OF OHIO:**

SECTION 1. That with respect to the Petition of the property owners, David R. Smith and Darlene K. Lee and the Smith Family Trust seeking annexation of 1.000 acre of land, more or less, located on the east side of Possum Run Road to the City of Mansfield, which Petition was filed with the Board of County Commissioners of Richland County, Ohio on October 6, 2022, it is hereby stated, pursuant to Ohio Revised Code 709.023(D), the City of Mansfield consents to the proposed annexation.

SECTION 2. That the Clerk of this Council is instructed to forthwith send a certified copy of this Resolution to the Board of County Commissioners of Richland County, Ohio.

SECTION 3. That this Resolution shall take effect immediately.

Caucus 18 October 2022
1st Reading 18 October 2022
2nd Reading
PASSED 18 October 2022

ATTEST 
/s/ Amy L. Yockey
Clerk of Council

SIGNED


/s/ David Falquette
President of Council

APPROVED


/s/ Timothy L. Theaker
Mayor

APPROVED AS TO FORM:

John R. Spon
Law Director
City of Mansfield, Ohio

BILL #22-199

RESOLUTION # 22-201

BY: MS. MEIER

Stating what services, the City of Mansfield will provide, and an approximate date by which it will provide them, upon annexation, to the 1.000 acre of land proposed for annexation on the east side of Possum Run Road, and declaring an emergency.

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

SECTION 1. That with respect to the petition of the property owners, David R. Smith and Darlene K. Lee and the Smith Family Trust seeking annexation of 1.000 acre of land, more or less located on the east side of Possum Run Road to the City of Mansfield, which Petition was filed with the Board of County Commissioners of Richland County, Ohio on October 6, 2022, it is hereby stated, pursuant to Ohio Revised Code 709.023(C), that the City of Mansfield shall provide to the annexed territory those basic services to the extent made available to other residents of the City of Mansfield excluding sanitary sewer, but including municipal water, fire protection, police protection, etc. Such services will be available to this property when such annexation takes effect.

SECTION 2. That the Clerk of this Council is instructed to forthwith send a certified copy of this Resolution to the Board of County Commissioners of Richland County, Ohio.

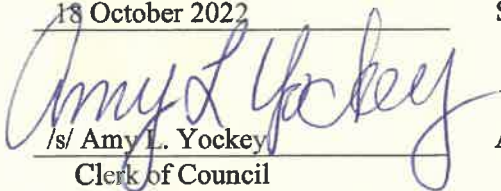
SECTION 3. That this Resolution shall take effect immediately.

Caucus 18 October 2022
1st Reading 18 October 2022
2nd Reading
PASSED 18 October 2022

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

BILL #22-200

RESOLUTION # 22-202

BY: MS. MEIER

Stating the intent of the City Council of Mansfield that if the City of Mansfield annexes and rezones 1.000 acres of land, more or less, located on the east side of Possum Run Road, for uses clearly incompatible to uses permitted on adjacent land in Washington Township, Richland County, Ohio, it will require a buffer zone, and declaring an emergency.

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

SECTION 1. That with respect to the petition of the property owners, David R. Smith and Darlene K. Lee and Smith Family Trust seeking annexation to the City of Mansfield at its southeasterly corporation limits and encompassing 1.000 acres more or less, located on the east side of Possum Run Road, which Petition was filed with the Board of County Commissioners of Richland County, Ohio on October 6, 2022, it is hereby stated, pursuant to Ohio Revised Code 709.023(C), if the territory is annexed and becomes subject to zoning by the municipal corporation and that municipal zoning permits uses in the annexed territory that the municipal corporation determines are clearly incompatible with the uses permitted under current county or township zoning regulations in the adjacent land remaining within the township from which the territory was annexed, this City Council of Mansfield will require, in the zoning ordinance permitting the incompatible uses, the owner of the annexed territory to provide a buffer separating the use of the annexed territory and the adjacent land remaining within the township.

SECTION 2. That the Clerk of this Council is instructed to forthwith send a certified copy of this Resolution to the Board of County Commissioners of Richland County, Ohio.

SECTION 3. That this Resolution shall take effect immediately.

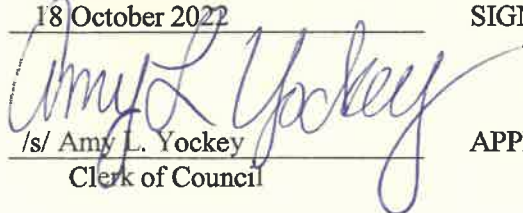
Caucus 18 October 2022
1st Reading 18 October 2022
2nd Reading 18 October 2022
PASSED 18 October 2022

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

BILL #22-201

ORDINANCE #

22-203

BY: MR. SCOTT

Authorizing the Public Works Director to enter into a lease with Teresa Eilenfeld, for real estate known as Hangar 526 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 Teresa Eilenfeld, for real estate known as Hangar 526 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 renewing the lease to 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 18 October 2022
1st Reading 18 October 2022
2nd Reading
PASSED 18 October 2022

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 13th day of September, 2022 by and between the City of Mansfield, Ohio, (hereinafter "Lessor" or "City") and Teresa Eilenfeld, of PO Box 8550 Mansfield, Ohio 44906 (hereinafter "Lessee").

WITNESSETH:

1. PREMISES:

The Lessor hereby leases to the Lessee the following described premises, known as Hangar 526 and being part of the City's Mansfield Lahm Regional Airport property, Richland County, Ohio, to wit:

Situated in the Northeast 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:

Beginning at a point located 1,609.70 feet east of the centerline of Harrington Memorial Road, said centerline being also the west line of Section 3, and 50 feet south of the south edge of the access ramp (formerly called Runway 9-27); thence southerly parallel to the centerline of Harrington Memorial Road (west line of Section 3), 200 feet; thence easterly parallel to and 250 feet south of the south edge of the access ramp, 150 feet; thence northerly parallel to the centerline of Harrington Memorial Road (west line of Section 3), 200 feet; thence westerly parallel to and 50 feet south of the south edge of the access ramp, 150 feet to the point of beginning; the same containing 0.688 acres (30,000 sq. ft.) of land more or less.

Property Address: 2000 Harrington Memorial Road, Mansfield, OH 44903 (Hangar 526)

2. TERMINATION OF CURRENT LEASE AGREEMENT:

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

WHEREAS, Lessor and Lessee have mutually agreed to terminate any current lease prior to its expiration date and the early termination shall be effective as of March 31, 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 any 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 **April 1, 2023**, and continuing through **March 31, 2033**.

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 4 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 January 1 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 8 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 13 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 19.
- (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 19 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 twenty (20) 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 3 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 15. 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: Teresa Eilenfeld
PO Box 8550
Mansfield, Ohio 44906

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.

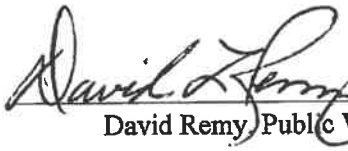
24. SEVERABILITY:

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

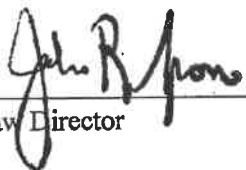
CITY OF MANSFIELD (Lessor)

Lessee


David Remy, Public Works Director


Teresa Eilenfeld

APPROVED AS TO FORM:


John R. Spon, Law Director

STATE OF OHIO)
) ss.
COUNTY OF RICHLAND)

On this 14th day of September, 2022 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. # -).



CHERYL A.
SHELL
NOTARY PUBLIC,
STATE OF OHIO
My Commission
Expires
March 31, 2024

Cheryl A. Shell
Notary Public

STATE OF OHIO)
) ss.
COUNTY OF RICHLAND)

On this 13 day of Sept, 2022 before me, a Notary Public in and for said County and State, came **Teresa Eilenfeld**, who acknowledged the execution of the foregoing Lease to be their voluntary and free act and deed.

CHRISTOPHER LAKE BROWN
Attorney at Law
NOTARY PUBLIC, STATE OF OHIO
My Commission Has No Expiration Date
Section 147.03 O.R.C.

CLB
Notary Public

SCHEDULE A

Term	Dates	Amount / Lot / Year
Initial	4/1/2023- 3/31/2033	\$2,000.00
First Renewal	4/1/2033- 3/31/2038	\$2,200.00
Second Renewal	4/1/2038- 3/31/2043	\$2,420.00
Third Renewal	4/1/2043- 3/31/2048	\$2,662.00
Fourth Renewal	4/1/2048- 3/31/2053	\$2,928.20

22-204

BILL #22-202

ORDINANCE # _____

BY: MR. SCOTT

Authorizing the Public Works Director to enter into a Lease with The Gorman-Rupp Company, for 2.171 acres of real estate 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 is hereby, authorized to execute on behalf of the City of Mansfield a Lease with The Gorman-Rupp Company, for 2.171 acres of real estate at the Mansfield Lahm Airport, all substantially in accordance with a proposed copy of said Lease, all as attached hereto as Exhibit A and made a part hereof.

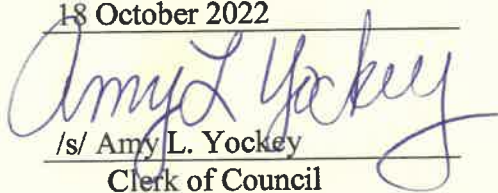
SECTION 2. That this measure shall take effect and be in force after the earliest time allowed by law, after its passage and approval by the Mayor.

Caucus 18 October 2022
1st Reading 18 October 2022
2nd Reading _____
PASSED 18 October 2022

SIGNED


/s/ David Faquette
President

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 _____, 2022 by and between the City of Mansfield, Ohio, (hereinafter "Lessor" or "City") and The Gorman-Rupp Company of 600 South Airport Road, Mansfield, Ohio 44903 (hereinafter "Lessee").

WITNESSETH:

1. PREMISES:

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

Situated in the Township of Madison, County of Richland and State of Ohio and known and described as follows, to-wit: [See Exhibit "A"]

Parcel #028-90-118-09-_____

Property Address: 2000 Harrington Memorial Road, Mansfield, OH 44903 (include Hangar #) (To be determined)

2. TERM:

The initial term of this Lease shall be for a period of ten (10) years beginning January 1, 2023, and continuing through December 31, 2033

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.

3. 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

7. 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.

8. 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.

9. 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 hanger 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.

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 thirty (30) 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.

14. 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.

15. 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

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 hanger 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.

19. 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.

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.

WITNESSES:

CITY OF MANSFIELD (Lessor)

BY:

David Remy, Public Works Director

THE GORMAN-RUPP COMPANY(Lessee)

BY:

Jeffrey Gorman, Executive Chairman

APPROVED AS TO FORM:

John R. Spon, Law Director

SCHEDULE A

Term	Dates	Amount / Lot / Year
Initial	01/01/23 – 12/31/32	\$ 9,900.00
First Renewal	01/01/33 – 12/31/37	\$10,890.00
Second Renewal	01/01/38 – 12/31/42	\$11,979.00
Third Renewal	01/01/43 – 12/31/47	\$13,176.90
Fourth Renewal	01/01/48 – 12/31/52	\$14,495.00

EXHIBIT "1"

**SHAFFER, JOHNSTON, LICHTENWALTER
& ASSOCIATES, INC.
ENGINEERS & SURVEYORS**



BOUNDARY DESCRIPTION OF 2.171 ACRE PARCEL

EW-2664A

Situated in the City of Mansfield, County of Richland, State of Ohio and being a part of the Northwest Quarter of Section 3, T-21N ; R-18W and being more fully described as follows:

Beginning at a 5/8" rebar with I.D. cap marked "S.J.L., INC" set at the southeast corner of a Lease Area as recorded in Book 2700; Page 94 of Richland County Records and on a west Taxi Way line:

THENCE WITH THE FOLLOWING FOUR (4) COURSES:

1. S 01° 22' 19" W, 243.89 feet along said west Taxi Way line to a 5/8" rebar with LD. cap marked "S.J.L., INC" set on a north right-of-way line of South Airport Road;
2. S 89° 01' 21" W, 375.31 feet along said north right-of-way line of said South Airport Road to a 5/8" rebar with LD. cap marked "S.J.L., INC" set on an east Taxi Way line;
3. N 01° 22' 19" E, 260.48 feet along said east Taxi Way line to a 5/8" rebar with LD. cap marked "S.J.L., INC" set;
4. S 88° 26' 35" E, 375.00 feet along a new division line and the south line of said Lease Area to the place of beginning and containing within said bounds 2.171 acres of land, more or less, and subject to all legal highways and easements of record.

This description was prepared from a survey made by John A. Long, P.S. #8520 of Shaffer, Johnston, Lichtenwalter & Associates, Inc. in October of 2022.

Basis of bearing: Bearings are based on an assumed meridian and are intended to be used for angular determination only.

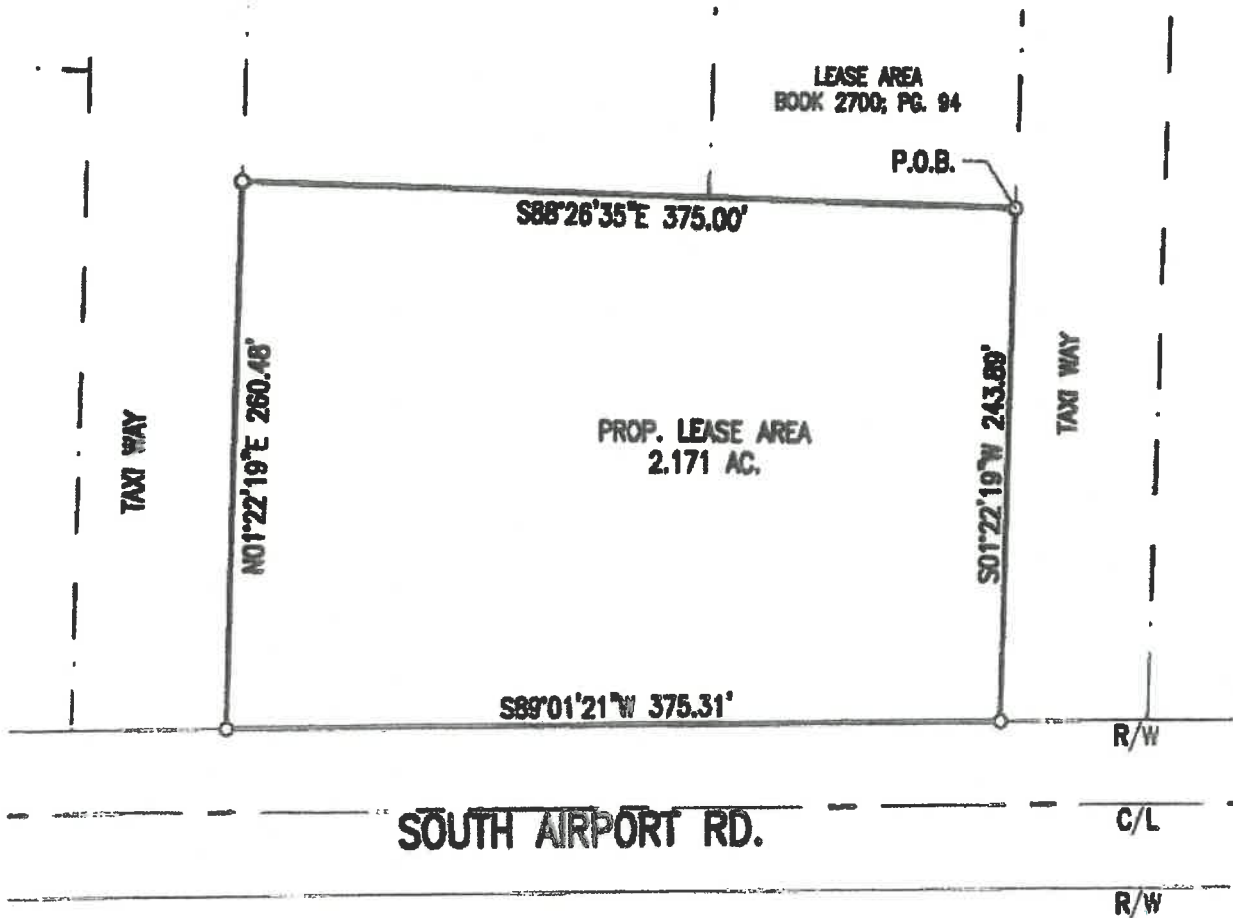
3477 Commerce Parkway, Suite C . Wooster, Ohio 44691
Ph. (330) 345-6377 . Fax (330) 345-6725 Email: sjl@sjl-inc.com

**LEASE AREA EXHIBIT
CITY OF MANSFIELD
T-21N ; R-18W
N.W. QTR. OF SEC. 3
COUNTY OF RICHLAND
STATE OF OHIO**

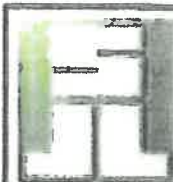


0 80'

○ 5/8" REBAR SET
WITH I.D. CAP
MARKED S.L. INC



BASIS OF BEARING:
The bearings are based on an
assumed meridian and are
intended to be used for angular
determination only.



**SHAFER, JOHNSTON, LICHTENWALTER
& ASSOCIATES, INC.**

Consulting Engineers & Surveyors

3477 Commerce Parkway, Suite C
Wooster, Ohio 44691

TEL (330) 345-6377 FAX (330) 345-6725 EMAIL sjl@sjl-inc.com

By: *[Signature]*
JOHN A. LONG, P.S. #8520

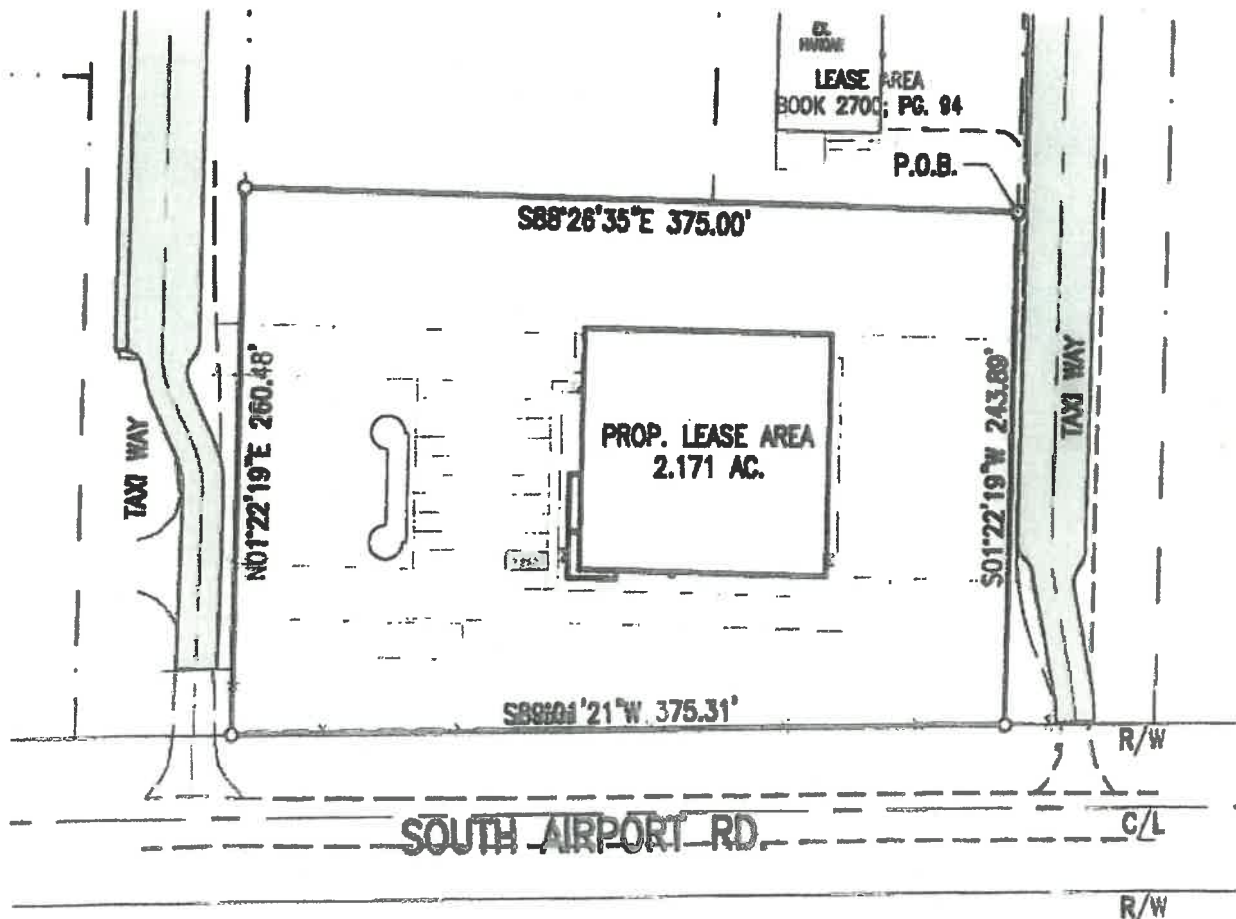
DRAWN C. P. S.	CHECKED	1" SCALE = 80'	DATE 10/03/22
DWG NO: EW-2664A-01	JOB NO: EW-2664A	SHEET 1 OF 1	

LEASE AREA EXHIBIT
CITY OF MANSFIELD
T-21N ; R-18W
N.W. QTR. OF SEC. 3
COUNTY OF RICHLAND
STATE OF OHIO



0 80'

○ 5/8" REBAR SET
 WITH I.D. CAP
 MARKED S&L INC



BASIS OF BEARING:
 The bearings are based on an
 assumed meridian and are
 intended to be used for angular
 determination only.



SHAFER, JOHNSTON, LICHTENWALTER
& ASSOCIATES, INC.

Consulting Engineers & Surveyors

3477 Commerce Parkway, Suite C
 Wooster, Ohio 44691

TEL (330) 345-6377 FAX (330) 345-6725 EMAIL sl@sl-inc.com

By: *[Signature]*
JOHN A. LONG, P.S. #8520

CHAIRMAN C. Felt	CHECKED	1" SCALE 80'	DATE 10/03/22
DWG NO: EW-2664A-01	JOB NO: EW-2664A	SHEET 1 OF 1	

BILL #22-203

ORDINANCE # 22-205

BY: MR. DAVENPORT

Approving the Law Director's acceptance of a grant from the Ohio Crime Victims Assistance Office to be used for the Crime Victims Assistance Program administered by the Law Director's Office in the total amount of thirty-three thousand, fifty-six and 00/100 dollars (\$33,056.00), appropriating the funds to be expended in 2022, and declaring an emergency.

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

SECTION 1. That the Law Director's acceptance of a grant from the Ohio Crime Victims Assistance Office is to be used for the Crime Victims Assistance Program administered by the Law Director's Office in the total amount of thirty-three thousand, fifty-six and 00/100 dollars (\$33,056.00).

SECTION 2. That of the funds accepted by Section 1 hereof, the sum of twenty-five thousand, six hundred sixty-one and 00/100 dollars (\$25,661.00), shall currently be, and the same is hereby, appropriated from the unappropriated Grant Fund (#224) for the remainder of 2022 to the following classifications:

224.06.30 Law Director. Grants

Personal Services	\$12,281.00
Employee Benefits	\$9,198.00
Contractual Services	\$1,490.00
Supplies and Materials	<u>\$2,692.00</u>
Total	\$25,661.00

SECTION 3. That by reason of the immediate necessity for ratifying the acceptance of said grant funds and applying them to current victims assistance costs in accordance with grant requirements, 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 October 2022
1st Reading 18 October 2022
2nd Reading 18 October 2022
PASSED 18 October 2022

ATTEST /s/ Amy L. Yockey
Clerk of Council

SIGNED /s/ David Falquette
President of Council

APPROVED /s/ Timothy L. Theaker
Mayor

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



**DEPARTMENT OF FINANCE
STATEMENT OF FISCAL IMPACT**

Attachment to
Bill# 22-203

RE: Ohio Crime Victims Grant

Nature of Statement and Information Disclosed

This is a statement of fiscal impact for the City of Mansfield to accept funding from the:
Ohio Attorney General's Office

This impact statement has been performed in accordance with the City's revenue policy, adopted by City Council on August 6, 2013 with ordinance #13-166. It is a statement solely for the purpose of analyzing and reporting the fiscal impact on the City of Mansfield of either accepting or not accepting the proposed funding and using certain assumptions as indicated herein. No attempt is made to evaluate the application, award documents or any special condition for suitability to City objectives.

Current Fiscal Impacts

Impact on Revenue

Grant/Other Funding: \$33,056.00
Funding Period: 10/1/22-9/30/23

Impact on Expenditures

PROJECT COSTS:

Personnel Costs	81,865.00
Other Program Costs	4,182.00
Total Project Costs:	\$ 86,047.00

The total project cost is estimated at \$ 86,047.00 . Note: * Grant awarded annually
* Previous award was \$33,556.00 (Ord. #21-236).
Match Required: \$7,503.50 * Required match is \$7,503.50, but \$52,991.00 is needed from the General Fund to pay total program costs. All costs are included in the final budget.

Future Fiscal Impact

Impact on Revenue

N/A

Impact on Expenditures

N/A



**DEPARTMENT OF FINANCE
STATEMENT OF FISCAL IMPACT**

Other Future Commitments

N/A

Disclosures of Possible Material Future Events

All personnel costs associated with one Crime Victims Advocate will be the responsibility of the General Fund (#101) beyond 9/30/23 unless future grants are awarded. These costs include, but are not limited to, salary, benefits, and/or unemployment costs if applicable.

General Assumptions

A fiscal impact statement constitutes a forward-looking statement on the acceptance of funds from sources other than City revenue such as grants and the proper execution of all requirements as set forth in any grant application, agreement, or other duly enforceable stipulations.

In any case where a reasonable expectation of a future condition or event has been disclosed or is already known to Finance Department personnel, that information has been used as an assumption in the fiscal impact statement. Expectations not known or not considered reasonably expected to occur have been excluded from the fiscal impact statement. If an event or condition may occur which would have a material and *direct* fiscal impact, but is not reasonably expected to occur, it is disclosed in the fiscal impact statement.

General assumptions are made in this fiscal impact statement that the City staff executing the grant program already possess the required knowledge to perform all of the requirements of the grant, and that the information provided to the Finance Department to prepare this impact statement is true and correct. It is also assumed that no outside events will create a positive or negative influence on the grant program, and that there will be no changes in the legal, operational, or economic environment in which the grant program and the City as a whole operates, except as disclosed herein.

BILL #22-204

ORDINANCE # 22-208

BY: MR. DAVENPORT

Authorizing the Public Works Director to accept a Grant from the Richland County Foundation in the aggregate amount of forty-seven thousand one hundred and 00/100 dollars (\$47,100.00) for improvements at Deer Park, 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 is hereby, authorized to accept a Grant in the aggregate amount of forty-seven thousand one hundred and 00/100 dollars (\$47,100.00) from the Richland County Foundation to be used for the purpose of improvements at Deer Park, and the City expresses its sincere appreciation to said donor as well as the Robert E. Fisher Fund.

SECTION 2. That the sum of forty-seven thousand one hundred and 00/100 dollars (\$47,100.00) be, and the same is hereby, appropriated from the unappropriated Grant Fund (#224) to the Parks and Recreation, Grants (224.18.30) Contractual Services Classification.

SECTION 3. That by reason of the immediate necessity to accept the Grant and to begin improvements at Deer Park during the favorable construction season, 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 October 2022
1st Reading 18 October 2022
2nd Reading 18 October 2022
PASSED 18 October 2022

ATTEST /s/ Amy L. Yockey
Clerk of Council

SIGNED

/s/ David Falquette
President of Council

APPROVED

/s/ Timothy L. Theaker
Mayor

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



**DEPARTMENT OF FINANCE
STATEMENT OF FISCAL IMPACT**

Other Future Commitments

N/A

Disclosures of Possible Material Future Events

N/A

General Assumptions

A fiscal impact statement constitutes a forward-looking statement on the acceptance of funds from sources other than City revenue such as grants and the proper execution of all requirements as set forth in any grant application, agreement, or other duly enforceable stipulations.

In any case where a reasonable expectation of a future condition or event has been disclosed or is already known to Finance Department personnel, that information has been used as an assumption in the fiscal impact statement. Expectations not known or not considered reasonably expected to occur have been excluded from the fiscal impact statement. If an event or condition may occur which would have a material and *direct* fiscal impact, but is not reasonably expected to occur, it is disclosed in the fiscal impact statement.

General assumptions are made in this fiscal impact statement that the City staff executing the grant program already possess the required knowledge to perform all of the requirements of the grant, and that the information provided to the Finance Department to prepare this impact statement is true and correct. It is also assumed that no outside events will create a positive or negative influence on the grant program, and that there will be no changes in the legal, operational, or economic environment in which the grant program and the City as a whole operates, except as disclosed herein.

22-207

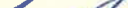
BY: MR. DAVENPORT

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

SECTION 3. That being an appropriation necessary for current expenses, this Ordinance shall take effect and be in full force immediately upon its passage and approval by the Mayor.

PASSED 18 October 2022

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



**DEPARTMENT OF FINANCE
STATEMENT OF FISCAL IMPACT**

Other Future Commitments

N/A

Disclosures of Possible Material Future Events

N/A

General Assumptions

A fiscal impact statement constitutes a forward-looking statement on the acceptance of funds from sources other than City revenue such as grants and the proper execution of all requirements as set forth in any grant application, agreement, or other duly enforceable stipulations.

In any case where a reasonable expectation of a future condition or event has been disclosed or is already known to Finance Department personnel, that information has been used as an assumption in the fiscal impact statement. Expectations not known or not considered reasonably expected to occur have been excluded from the fiscal impact statement. If an event or condition may occur which would have a material and *direct* fiscal impact, but is not reasonably expected to occur, it is disclosed in the fiscal impact statement.

General assumptions are made in this fiscal impact statement that the City staff executing the grant program already possess the required knowledge to perform all of the requirements of the grant, and that the information provided to the Finance Department to prepare this impact statement is true and correct. It is also assumed that no outside events will create a positive or negative influence on the grant program, and that there will be no changes in the legal, operational, or economic environment in which the grant program and the City as a whole operates, except as disclosed herein.

BILL #22-206

ORDINANCE#

22-208

BY: MR. DAVENPORT

Authorizing the Mayor and Chief of Police to accept funding from the National Institute of Justice under the Forensic DNA Backlog Reduction Program (FY 2022) in the amount of two hundred fifty thousand dollars (\$250,000), and declaring an emergency.

WHEREAS, a primary purpose of the Forensic DNA Backlog Reduction Program is to assist in providing funds to local law enforcement agencies, specifically to address DNA Analysis, and

WHEREAS, the Forensic DNA Backlog Reduction Program provides funds to defray the cost of DNA personnel, contractual services, and supplies, and

WHEREAS, it is in the best interest of the City of Mansfield, Ohio, to avail itself of the opportunities provided by this program and to participate with complete commitment.

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

SECTION 1. That the Mayor and Chief of Police be, and they are hereby, authorized to accept funding in the amount of two hundred fifty thousand dollars (\$250,000) from the National Institute of Justice under the Forensic DNA Backlog Reduction Program (FY 2022), and to execute all documents pertaining thereto.

SECTION 2. That by reason of the immediate necessity to accept this funding for public safety, 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 October 2022

1st Reading 18 October 2022

2nd Reading

PASSED 18 October 2022

ATTEST /s/ Amy L. Yockey
Clerk of Council

SIGNED /s/ David Falquette
President of Council

APPROVED /s/ Timothy L. Theaker
Mayor

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



**DEPARTMENT OF FINANCE
STATEMENT OF FISCAL IMPACT**

Attachment to
Bill# 22-206

RE: DNA Backlog Reduction Program (FY22)

Nature of Statement and Information Disclosed

This is a statement of fiscal impact for the City of Mansfield to accept funding from the:
United States Department of Justice

This impact statement has been performed in accordance with the City's revenue policy, adopted by City Council on August 6, 2013 with ordinance #13-166. It is a statement solely for the purpose of analyzing and reporting the fiscal impact on the City of Mansfield of either accepting or not accepting the proposed funding and using certain assumptions as indicated herein. No attempt is made to evaluate the application, award documents or any special condition for suitability to City objectives.

Current Fiscal Impacts

Impact on Revenue

Grant/Other Funding: \$250,000.00
Funding Period: 10/1/22-9/30/24

Impact on Expenditures

PROJECT COSTS:

Personnel	\$204,091.85
Contractual Services	45,908.15
Total Project Costs:	\$ 250,000.00

The total project cost is estimated at \$ 250,000.00 . Note: * Grant awarded annually
* No local match

Match Required: \$0.00

Future Fiscal Impact

Impact on Revenue

Grant funding may generate program income through contracts with other local government agencies.

Impact on Expenditures

N/A



**DEPARTMENT OF FINANCE
STATEMENT OF FISCAL IMPACT**

Other Future Commitments

N/A

Disclosures of Possible Material Future Events

All personnel costs associated with one DNA Analyst and one DNA Technician would be the responsibility of the Safety Services Fund (#214) beyond 9/30/24 unless future grants are awarded.

General Assumptions

A fiscal impact statement constitutes a forward-looking statement on the acceptance of funds from sources other than City revenue such as grants and the proper execution of all requirements as set forth in any grant application, agreement, or other duly enforceable stipulations.

In any case where a reasonable expectation of a future condition or event has been disclosed or is already known to Finance Department personnel, that information has been used as an assumption in the fiscal impact statement. Expectations not known or not considered reasonably expected to occur have been excluded from the fiscal impact statement. If an event or condition may occur which would have a material and *direct* fiscal impact, but is not reasonably expected to occur, it is disclosed in the fiscal impact statement.

General assumptions are made in this fiscal impact statement that the City staff executing the grant program already possess the required knowledge to perform all of the requirements of the grant, and that the information provided to the Finance Department to prepare this impact statement is true and correct. It is also assumed that no outside events will create a positive or negative influence on the grant program, and that there will be no changes in the legal, operational, or economic environment in which the grant program and the City as a whole operates, except as disclosed herein.

BILL #22-207

ORDINANCE #

22-209

BY: MR. SCOTT

Authorizing the Public Works Director to accept a grant from the Ohio Department of Transportation, Office of Aviation, to advertise for bids, and enter into a contract or contracts to construct a primary airfield windcone relating to said grant, using revenue replacement funds received under the American Rescue Plan Act in the manner prescribed by and consistent with the requirements of the American Rescue Plan Fund, and declaring an emergency.

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

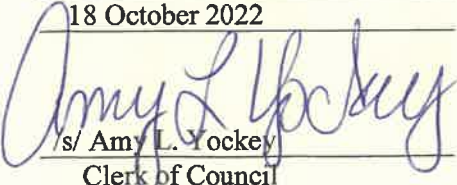
SECTION 1. That the Public Works Director be, and is hereby, authorized to advertise for bids and enter into a contract or contracts with the lowest and best bidder according to law, not to exceed the cost of \$180,000 (one hundred, eighty thousand dollars) for the construction of a primary windcone at the Mansfield Lahm Regional Airport with the execution and performance of said contract by the City being subject to receipt and acceptance of a grant from the Department of Transportation.

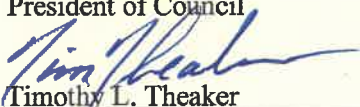
SECTION 2. That upon receipt of bids for the improvement project authorized in section 1 herein, the Public Works Director be, and is hereby, authorized to file an application from the Department of Transportation, on a 79% State - 21% Local funding basis.

SECTION 3. That the Public Works be, and is hereby, authorized to accept a grant from the Department of Transportation, for the improvement project authorized in Section 1 herein on a 79% State (\$142,200.00) - 21% Local (\$37,800.00), funding basis and to execute all necessary documentation pertaining thereto.

SECTION 4. That the payment for the contact or contracts authorized in Section 1 herein shall be made from the American Rescue Plan Fund (#221) revenue replacement dollars, non-departmental expenditures (221.99.99), other charges classification (\$37,800.00).

SECTION 5. That by reason of the immediate necessity for submitting a grant application and receiving funding based on bids within deadlines established by the Ohio Department of Transportation, Office of Aviation, 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 October 2022
1st Reading 18 October 2022
2nd Reading
PASSED 18 October 2022
ATTEST 
/s/ Amy L. Yockey
Clerk of Council

SIGNED 
/s/ David Falquette
President of Council
APPROVED 
/s/ Timothy L. Theaker
Mayor

APPROVED AS TO FORM:

John R. Spon
Law Director
City of Mansfield, Ohio



**DEPARTMENT OF FINANCE
STATEMENT OF FISCAL IMPACT**

Attachment to
Bill# 22-207

RE: Primary Airfield Windcone Project

Nature of Statement and Information Disclosed

This is a statement of fiscal impact for the City of Mansfield to accept funding from the:
Ohio Department of Transportation (ODOT)

This impact statement has been performed in accordance with the City's revenue policy, adopted by City Council on August 6, 2013 with ordinance #13-166. It is a statement solely for the purpose of analyzing and reporting the fiscal impact on the City of Mansfield of either accepting or not accepting the proposed funding and using certain assumptions as indicated herein. No attempt is made to evaluate the application, award documents or any special condition for suitability to City objectives.

Current Fiscal Impacts

Impact on Revenue

Grant/Other Funding: \$142,200.00
Funding Period: unknown

Impact on Expenditures

PROJECT COSTS:	
Windcone project	\$180,000.00
Total Project Costs:	\$ 180,000.00

The total project cost is estimated at \$ 180,000.00 . Note: *One-time award

Match Required: \$ 37,800.00

Future Fiscal Impact

Impact on Revenue

N/A

Impact on Expenditures

\$37,800.00 to be paid for by ARPA Revenue Replacement funds



**DEPARTMENT OF FINANCE
STATEMENT OF FISCAL IMPACT**

Other Future Commitments

N/A

Disclosures of Possible Material Future Events

N/A

General Assumptions

A fiscal impact statement constitutes a forward-looking statement on the acceptance of funds from sources other than City revenue such as grants and the proper execution of all requirements as set forth in any grant application, agreement, or other duly enforceable stipulations.

In any case where a reasonable expectation of a future condition or event has been disclosed or is already known to Finance Department personnel, that information has been used as an assumption in the fiscal impact statement. Expectations not known or not considered reasonably expected to occur have been excluded from the fiscal impact statement. If an event or condition may occur which would have a material and *direct* fiscal impact, but is not reasonably expected to occur, it is disclosed in the fiscal impact statement.

General assumptions are made in this fiscal impact statement that the City staff executing the grant program already possess the required knowledge to perform all of the requirements of the grant, and that the information provided to the Finance Department to prepare this impact statement is true and correct. It is also assumed that no outside events will create a positive or negative influence on the grant program, and that there will be no changes in the legal, operational, or economic environment in which the grant program and the City as a whole operates, except as disclosed herein.

22-210

BILL #22-208

RESOLUTION # _____

BY: MR. DAVENPORT

Transferring appropriations in the amount of one hundred twenty-eight thousand and 00/100 dollars (\$128,000.00) within the Airport Fund (504), and declaring an emergency.

WHEREAS, one hundred twenty-eight thousand and 00/100 dollars (\$128,000.00) of salaries and wages were paid in 2022 with FAA grant funds (#224), allowing previously appropriated Airport funds (#504) to be re-allocated for supplies, repairs, maintenance and equipment.

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

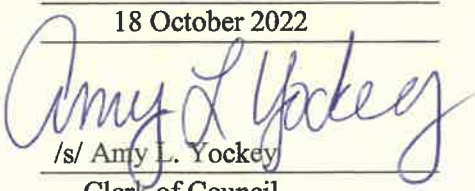
SECTION 1. That the sum of one hundred twenty-eight thousand and 00/100 dollars (\$128,000.00) be, and the same is hereby transferred within the Airport Fund (#504) from the Airport Operations (504.48.01) Personal Services classification to the classifications shown below:

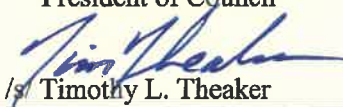
504.48.01 Airport Operations

Contractual Services	\$39,000.00
Supplies	\$20,000.00
Capital Outlay	<u>\$69,000.00</u>
Total:	\$128,000.00

SECTION 2. That being transfers necessary for current expenses, this Resolution shall take effect immediately after its passage and approval by the Mayor.

Caucus	18 October 2022
1 st Reading	18 October 2022
2 nd Reading	
PASSED	18 October 2022

ATTEST 
/s/ Amy L. Yockey
Clerk of Council

SIGNED 
/s/ David Falquette
President of Council

APPROVED /s/ Timothy L. Theaker
Mayor

APPROVED AS TO FORM:

John R. Spon
Law Director
City of Mansfield, Ohio

22-211

BILL #22-209

ORDINANCE # _____

BY: MS. BURNS

Authorizing the Public Works Director to purchase Sodium Hypochlorite without competitive bidding pursuant to Ohio Revised Code §735.051 from Bonded Chemicals (2645 Charter Street Columbus, Ohio 43228) for the Mansfield Water Treatment Plant in the amount not to exceed eighty-four thousand and 00/100 dollars (\$84,000.00), and declaring an emergency.

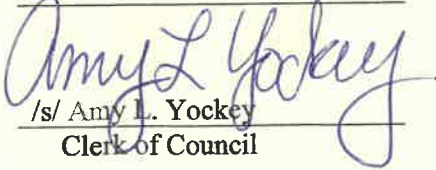
**BE IT ORDAINED BY THE COUNCIL OF THE
CITY OF MANSFIELD, STATE OF OHIO:**

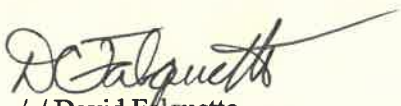
SECTION 1. That the Public Works Director be, and he is hereby, authorized to purchase Sodium Hypochlorite without competitive bidding pursuant to Ohio Revised Code §735.051 from Bonded Chemicals at (2645 Charter Street Columbus, Ohio 43228), for the Mansfield Water Treatment Plant, at a cost not to exceed \$84,000.00 (eighty-four thousand and 00/100 dollars).

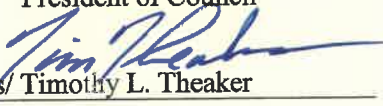
SECTION 2. That the amount authorized under Section 1, at a cost not to exceed \$84,000.00 (eighty-four thousand and 00/100 dollars), shall be paid from the Water Fund (#502), Water Treatment Plant (502.38.43) Supplies and Materials Classification.

SECTION 3. That by reason of the immediate necessity for purchasing this equipment for the Street Department, 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 October 2022
1 st Reading	18 October 2022
2 nd Reading	
PASSED	18 October 2022

ATTEST 
/s/ Amy L. Yockey
Clerk of Council

SIGNED 
/s/ David Falquette
President of Council

APPROVED 
/s/ Timothy L. Theaker
Mayor

APPROVED AS TO FORM:

John R. Spon
Law Director
City of Mansfield, Ohio

BILL #22-210

ORDINANCE #

22-212

BY: MR. DAVENPORT

Authorizing the Public Works Director to advertise for bids and to enter into a contract for the retail purchase of gasoline and diesel fuel for the Fire Department, and declaring an emergency.

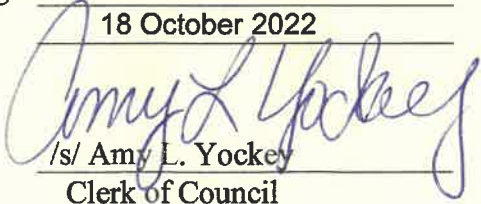
**BE IT ORDAINED BY THE COUNCIL OF THE
CITY OF MANSFIELD, STATE OF OHIO:**

SECTION 1. That the Public Works Director be, and is hereby, authorized to advertise for bids and enter into a contract, according to law and according to plans and specifications as now on file in his office, with the lowest and best bidder for the furnishing of gasoline and diesel fuel for the Fire Department, to be paid from the proper funds as established by the annual appropriations Ordinances.

SECTION 2. That by reason of the immediate need to bid and contract for fuels required for use beginning in 2023, 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 October 2022
1st Reading 18 October 2022
2nd Reading
PASSED 18 October 2022

ATTEST


/s/ Amy L. Yockey
Clerk of Council


SIGNED /s/ David Falquette
President of Council


APPROVED /s/ Timothy L. Theaker
Mayor

BILL #22-211

ORDINANCE # 22-213

BY: MS. BURNS

Authorizing the Public Works Director to advertise for bids and to enter into a contract for Utility Collection printing and mailing services, 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 is hereby, authorized to advertise for bids and enter into a contract, according to law and according to plans and specifications as now on file in his office, with the lowest and best bidder for printing and mailing services for Utility Collection Department, to be paid from the proper funds as established by the annual appropriations Ordinances.

SECTION 2. That by reason of the immediate need to bid and contract for printing and mailing services, 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 October 2022

1st Reading 18 October 2022

2nd Reading 18 October 2022

PASSED 18 October 2022

ATTEST /s/ Amy L. Yockey
Clerk of Council

SIGNED /s/ David Falquette
President of Council

APPROVED /s/ Timothy L. Theaker
Mayor

BILL #22-212

ORDINANCE#

22-214

BY: MR. DAVENPORT

Authorizing payment to Thompson Asphalt in the amount of fifteen thousand, six hundred fifty and 50/100 dollars (\$15,650.50) by affirming a Then and Now Certificate of the Finance Director, and declaring an emergency.

WHEREAS, the Engineering Department contracted services with Thompson Asphalt to perform Park Avenue/Mulberry Street parking lot improvements prior to submission of a purchase order therefor to the Finance Department in the amount fifteen thousand, six hundred fifty and 50/100 dollars (\$15,650.50), and

WHEREAS, R.C. 5705.41(D)(1) provides that the payment of three thousand dollars or more on a contract or order made by a municipality without a certificate of available funds being attached at such time must be authorized by the legislative authority after the fiscal officer subsequently certifies that the funds were available at the time the contract or order was made and that such funds are still available.

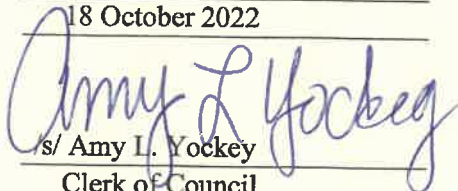
**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE
CITY OF MANSFIELD, STATE OF OHIO:**

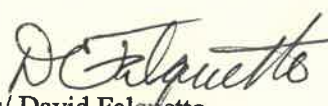
SECTION 1. That this Council does hereby affirm the Then and Now Certificate issued by the Finance Director relating to the request and receipt by Thompson Asphalt in the amount of fifteen thousand, six hundred fifty and 50/100 dollars (\$15,650.50) prior to a purchase order therefor being submitted to the Finance Department, and authorize the Finance Director to issue her warrant to Thompson Asphalt in the amount of fifteen thousand, six hundred fifty and 50/100 dollars (\$15,650.50) from funds heretofore appropriated in the Downtown Improvement Fund (#425).

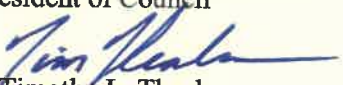
SECTION 2. That reason of the immediate need to authorize payment of this obligation within thirty days after receipt of the certificate of the Finance Director per R.C. 5705.41(D)(1), this measure is determined to be an emergency Ordinance for the immediate preservation of the public peace, health, 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 after its passage, otherwise from and after the earliest time allowed by law, after its passage and approval by the Mayor.

Caucus 18 October 2022
1st Reading 18 October 2022
2nd Reading
PASSED 18 October 2022

ATTEST


s/ Amy L. Yockey
Clerk of Council

SIGNED 
/s/ David Falquette
President of Council

APPROVED 
/s/ Timothy L. Theaker
Mayor

APPROVED AS TO FORM:

John R. Spon
Law Director
City of Mansfield, Ohio

BY: MR. DAVENPORT

Authorizing payment to Shotspotter Inc. in the amount of forty-nine thousand five hundred and 00/100 dollars (\$49,500.00) by affirming a Then and Now Certificate of the Finance Director, and declaring an emergency.

WHEREAS, the Police Department obtained services with Shotspotter Inc. for services from March 12, 2022 thru March 11, 2023 prior to submission of a purchase order therefor to the Finance Department in the amount of forty-nine thousand five hundred and 00/100 dollars (\$49,500.00), and

WHEREAS, R.C. 5705.41(D)(1) provides that the payment of Three Thousand Dollars or more on a contract or order made by a municipality without a certificate of available funds being attached at such time must be authorized by the legislative authority after the fiscal officer subsequently certifies that the funds were available at the time the contract or order was made and that such funds are still available.

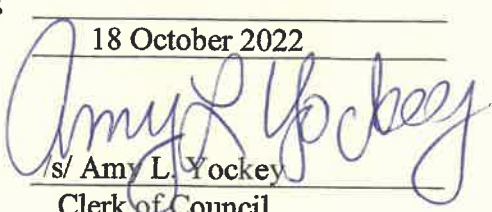
**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE
CITY OF MANSFIELD, STATE OF OHIO:**

SECTION 1. That this Council does hereby affirm the Then and Now Certificate issued by the Finance Director relating to the request and receipt by the Police Department for a purchase order therefor being submitted to the Finance Department, and authorize the Finance Director to issue her warrant to Shotspotter Inc., in the amount of forty-nine thousand five hundred and 00/100 dollars (\$49,500.00), from funds heretofore appropriated in the Grant Fund (#224).

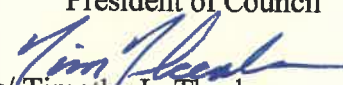
SECTION 2. That reason of the immediate need to authorize payment of this obligation within thirty days after receipt of the certificate of the Finance Director per R.C. 5705.41(D)(1), this measure is determined to be an emergency Ordinance for the immediate preservation of the public peace, health, 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 after its passage, otherwise from and after the earliest time allowed by law, after its passage and approval by the Mayor.

Caucus 18 October 2022
1st Reading 18 October 2022
2nd Reading
PASSED 18 October 2022

ATTEST


/s/ Amy L. Yockey
Clerk of Council


SIGNED /s/ David Falquette
President of Council


APPROVED /s/ Timothy L. Theaker
Mayor

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

BILL #22-214

ORDINANCE #

22 - 216

BY: MS. BURNS

Authorizing the Public Works Director to advertise for proposals and to enter into a contract for engineering and planning services relating to the inspection of sewers using CCTV equipment and other inflow and infiltration investigation techniques, 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 advertise for proposals to provide engineering and planning services and to enter into a three-year contract for engineering and planning services relating to the inspection of sewers using CCTV equipment and other Inflow and Infiltration techniques.

SECTION 2. That by reason of the immediate necessity for authorizing an engineering and planning services contract and moving forward with necessary sewer system improvements, 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 October 2022

1st Reading 18 October 2022

2nd Reading

PASSED 18 October 2022

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

BILL #22-215

ORDINANCE #

22-217

BY: MS. MEIER

Authorizing the Mayor and Public Works Director to enter into an amended joint agreement with the Richland County Land Reutilization Corporation, the Richland County Historical Society, Mansfield's Historic Preservation Commission, Downtown Mansfield Inc., and the Ohio State Historic Preservation Office regarding the planning, design, funding and construction of a Historic Preservation Memorial for the Westinghouse Building located at 200 Fifth Street Mansfield, Ohio, and declaring an emergency.

WHEREAS, the Richland County Land Bank (herein as Land Bank) plans to demolish and remediate any hazardous chemicals located at property at 200 Fifth Street in Mansfield, Richland County, Ohio (herein, Westinghouse Building A), and

WHEREAS, Land Bank, City of Mansfield, Richland County, Richland County Historical Society, Mansfield Memorial Museum, Mansfield Preservation Commission, and North Central Ohio Industrial Museum (herein after Parties to This Agreement) have agreed to collaborate on a Historic Preservation Memorial for Westinghouse Building A.

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

SECTION 1. Authorizing the Mayor and Public Works Director to enter into an amended joint agreement with the Richland County Land Reutilization Corporation, the Richland County Historical Society, Mansfield's Historic Preservation Commission, Downtown Mansfield Inc., and the Ohio State Historic Preservation Office regarding the planning, design, funding and construction of a Historic Preservation Memorial for the Westinghouse Building. The Terms and Conditions of this joint agreement are set forth fully in the Memorandum of Agreement, which is on file in the office of the Public Works Director.

SECTION 2. That by reason of the immediate necessity for executing all necessary documentation for the agreement as soon as possible, 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 October 2022

1st Reading 18 October 2022

2nd Reading

PASSED 18 October 2022

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