

BILL #23-023

RESOLUTION # _____

BY: ALL MEMBERS OF COUNCIL

Honoring Assistant Finance Director Sue Johnson upon her retirement from the City of Mansfield Finance Department.

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

SECTION 1. That this Council, on behalf of the government and citizens of the Mansfield Community, is privileged to honor and pay tribute to Sue Johnson upon her retirement, effective April 3, 2023 with 31 years of service in the public sector.

Sue graduated from Buckeye Central High School in 1984. She attended Bowling Green State University in 1985 and then went on to graduate with honors from North Central Technical College with an Associate Degree in Business in 1987.

Sue was hired as a Dispatcher for the City of Willard in April of 1992. On October 15, 2001, she transferred to the Finance Department as the Assistant Finance Director. While there she worked under three Finance Directors taking on the role of Interim Finance Director after each departure until finally taking on the role of Finance Director in December 2014. On July 29, 2019, Sue left Willard and came to the City of Mansfield to finish her career as Assistant Finance Director.

Sue's retirement represents a loss to the citizens of this community, the Mansfield Finance Department, as well as the many other departments who would frequently call Sue for answers to their City finance questions. The Finance employees will miss her smile, laughter, and detective skills.

We want to extend our congratulations to Sue upon her retirement and our heartfelt thanks for her many years of service. We wish her nothing but the best in the future.

SECTION 2. That this Resolution shall take effect immediately.

PASSED 7 March 2023

SIGNED /s/ David Falquette
President of Council

ATTEST /s/ Amy L. Yockey
Clerk of Council

APPROVED /s/ Timothy L. Theaker
Mayor

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

- _____
Phillip E. Scott
- _____
Eleazer Akuchie
- _____
Aurelio Diaz
- _____
Kimberly Moton
- _____
Cheryl Meier
- _____
Alomar Davenport

- _____
David Falquette
- _____
Stephanie L. Zader
- _____
Laura Burns
- _____
David Remy
- _____
Timothy L. Theaker
- _____
John R. Spon

BY: ALL MEMBERS OF COUNCIL

Strongly urging the Ohio Governor and members of the Ohio General Assembly to restore the Local Government Fund to pre-recession levels, and declaring an emergency.

WHEREAS the Local Government Fund was reduced in 2011 by 50% during Gov. Kasich's Administration from 3.68% of General Revenue Funds to its current level of 1.66% of General Revenue Funds; and

WHEREAS, past Ohio General Assemblies have repeatedly decreased funding and revenue sharing in recent years in addition to significantly reducing the Local Government Fund, including eliminating the Estate Tax and phasing out the Tangible Personal Property Tax; and

WHEREAS, these reductions have resulted in a loss of revenue of \$23,993,573.82 for the City of Mansfield; and

WHEREAS, this sudden revenue loss has made it increasingly difficult to provide basic services, rebuild infrastructure, and bolster public safety services; and

WHEREAS, when municipalities experience success in fostering safe communities, building sound infrastructure, and increasing economic development, the State of Ohio reaps the benefits as well; and

WHEREAS, a reinvestment in the Local Government Fund would aid the state in its goal of lowering taxes on the individual by enabling municipalities to decrease the local tax burden.

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

SECTION 1. The Ohio General Assembly should restore the Local Government Fund to pre-recession levels, ensuring that local communities are able to provide crucial services and improvements in infrastructure and public safety.

SECTION 2. This Council does hereby declare its opposition to any further cuts to the Local Government Fund or the future diversion of revenues from the Local Government Fund.

SECTION 3. That the Clerk of Council is hereby authorized and directed to forward a certified copy of this Resolution, to Governor DeWine and the Ohio General Assembly.

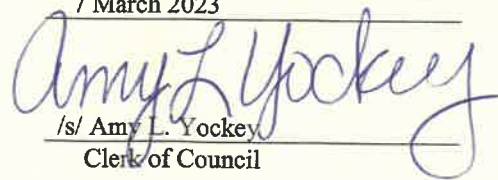
SECTION 4. This Resolution is declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare of the City; therefore, this Resolution shall be in full force and effect immediately upon its adoption by Council and approval by the Mayor.

Caucus 7 March 2023
1st Reading 7 March 2023
2nd Reading _____
PASSED 7 March 2023

SIGNED

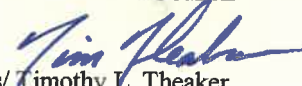


/s/ David Falque
President of Council

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. BURNS

(Resolution/Ordinance No. 21-099)

PID No. 100079

FINAL RESOLUTION

The following Final Resolution enacted by the City of **Mansfield**, Ohio, hereinafter referred to as the Legislative Authority/Local Public Agency or "LPA", in the matter of the stated described project.

WHEREAS, on the **18th day of May, 2021**, the LPA enacted legislation proposing cooperation with the Director of Transportation for the described project:

The project consists of improvements to the culver under Home Road of the northern intersection leg of S.R. Park Avenue West (S.R. 430), including concrete field paving of the culvert invert and culvert structural repair, lying within the City of Mansfield; and

WHEREAS, the LPA shall cooperate with the Director of Transportation in the above described project as follows:

The City agrees to assume and bear one hundred percent (100%) of the entire cost of the improvement within the city limits, less the amount of Federal-Aid funds set aside by the Director of Transportation for the financing of this improvement from funds allocated by the Federal Highway Administration, U. S. Department of Transportation.

The share of the cost of the LPA is now estimated in the amount of **One Hundred Twenty-Five Thousand Nine Hundred Seventy and - - - - 00/100 Dollars, (\$125,970.00)**, but said estimated amount is to be adjusted in order that the LPA's ultimate share of said improvement shall correspond with said percentages of actual costs when said actual costs are determined; and

WHEREAS, The Director of Transportation has approved said legislation proposing cooperation and has caused to be made plans and specifications and an estimate of cost and expense for improving the above described highway and has transmitted copies of the same to this legislative authority; and

WHEREAS, The LPA desires the Director of Transportation to proceed with the aforesaid highway improvement.

NOW, THEREFORE, be it resolved:

- I. That the estimated sum, of **One Hundred Twenty-Five Thousand Nine Hundred Seventy and - - - - 00/100 Dollars, (\$125,970.00)** is hereby appropriated for the improvement described above and the fiscal officer is hereby authorized and directed to issue an order on the treasurer for said sum upon the requisition of the Director of Transportation to pay the cost and expense of said improvement. We hereby agree to assume in the first instance, the share of the cost and expense over and above the amount to be paid from **Federal funds**.
- II. That the LPA hereby requests the Director of Transportation to proceed with the aforesaid highway improvement.
- III. That the LPA enter into a contract with the State, and that the **Public Works Director** be, and is hereby authorized to execute said contract, providing for the payment of the LPA the sum of money set forth herein above for improving the described project.
- IV. That the LPA transmit to the Director of Transportation a fully executed copy of this Resolution.

This is to certify that we have compared the foregoing copy of Resolution with the original record thereof, found in the record of the proceedings of the LPA, and which Resolution was duly passed by the LPA on the 7th day of MARCH, 2023, and that the same is a true and correct copy of the record of said Resolution and the action of said LPA thereon.

We further certify that said Resolution and the action of said LPA thereon is recorded in the journal of said LPA in Volume _____, at Page _____, and under date of MARCH 7, 2023

Legislative Authority of the
City of **Mansfield**, Ohio

David Perry
Public Works Director

Amy L. Upkey
Clerk (Secretary Ex-Officio)

SEAL
(If Applicable)

BILL #23-027

ORDINANCE # 23-027

BY: MR. SCOTT

Authorizing the Public Works Director to enter into a lease with Modern Avionics & Maintenance Inc., for real estate known as Hangar 532 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 Modern Avionics & Maintenance Inc., an Ohio Corporation located at 2000 Harrington Memorial Road, Hangar 532, for real estate known as Hangar 532 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.

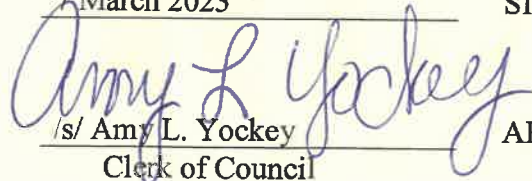
Caucus 7 March 2023
1st Reading 7 March 2023
2nd Reading _____
PASSED 7 March 2023

SIGNED



/s/ David Falquette

President of Council

ATTEST


/s/ Amy L. Yockey
Clerk of Council

APPROVED


/s/ Timothy L. Theaker
Mayor

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

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

This Lease is made as of the 5th day of December, 2022 by and between the City of Mansfield, Ohio, (hereinafter "Lessor" or "City") and Modern Avionics & Maintenance Inc., an Ohio Corporation for Profit, of 2000 Harrington Memorial Road, Hangar 532 Mansfield Oh 44903 (hereinafter "Lessee").

WITNESSETH:

1. **PREMISES:**

The Lessor hereby leases to the Lessee the following described premises, known as Hangar 532 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:

Commencing at a point 864 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 Taxiway N (formerly known as Runway 9-27); thence southerly parallel to the centerline of Harrington Memorial Road (west line of Section 3) 470 feet to the place of beginning;

Thence continuing southerly and parallel to the centerline of Harrington Memorial Road (west line of Section 3), 205 feet; then easterly parallel to the South Airport Road, 221.4 feet; then northerly and parallel to the centerline of Harrington Memorial Road (west line of Section 3) 160 feet; thence westerly parallel to and 540 feet south of the south edge of Taxiway N (formerly known as Runway 9-27) 150 feet; thence northerly and parallel to the centerline of Harrington Memorial Road (west line of Section 3), 20 feet, thence westerly parallel to and 520 feet south of the south edge of Taxiway N (formerly known as Runway R-27), 70 feet to the place the place of beginning; the same containing .903 acres (39,350 sq. ft.) of land more or less.

Permanent Parcel Number: 028-90-118-09-016

Property Address: 2000 Harrington Memorial Road, Mansfield, OH 44903 (Hangar #532)



202300000574 01/19/2023 09:42 AM
Filed for Record in RICHLAND County, Ohio
Sarah M. Davis Rec Fees: \$0.00
LENC OR Vol 2999 Pgs 5924 - 5935

2. TERMINATION OF CURRENT LEASE AGREEMENT:

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

WHEREAS, The City of Mansfield and the original Lessee entered into the current lease Agreement dated as of first day of December 1996 for the lease of the "Premises" described herein located at 2000 Harrington Memorial Road, Mansfield, OH 44903 (Hangar #532) and;

WHEREAS, The Lessee was assigned the rights and responsibilities of the current lease on 11th Day of October 2021; and

WHEREAS, the term of the current lease is presently scheduled to expire on November 30th 2026; and

WHEREAS, Lessor and Lessee have mutually agreed to terminate the current lease prior to the aforementioned expiration date, which early termination shall be retroactively effective as of November 30th, 2022 (the "Surrender Date"), subject to the terms and conditions set forth herein.

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

3. TERM:

The initial term of this Lease shall be for a period of ten (10) years beginning December 1st 2022, and continuing through November 30th 2032.

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

4. RENT:

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

5. PURPOSE-USE:

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

6. UTILITIES:

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

7. TAXES:

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

8. PUBLIC AIRPORT FACILITIES:

Public airport facilities shall include all necessary landing area appurtenances including but not limited to approach areas, runways, taxiways, aprons, aircraft and automobile parking areas, roadways, sidewalks, navigational aids, lighting facilities, terminal facilities or other public things appurtenant to said airport. These facilities shall be maintained by Lessor, without objection or

hindrance by Lessee, so as to retain the airport's certification under FAR Part 139, Part 77, and all applicable FAA Advisory Circulars pertaining to airport operations.

9. USE OF AIRPORT FACILITIES:

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

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

10. MAINTENANCE-ALTERATIONS:

Lessee shall, at its own expense:

- (a) Keep any buildings on the leased premises well maintained and in repair consistent with good business practice;
- (b) Keep the grounds of the leased premises reasonably free from weeds, rubbish or debris with all garbage and rubbish held only temporarily for collection and removal from the premises on the City's regular schedule or equivalent; Lessee shall comply with FAA Advisory Circular 150/5200-33 or most current guidance on hazardous wildlife attractants on or near airports.
- (c) Perform snow removal, grass mowing/trimming and building security for the leased premises as reasonably required for Lessee's use and enjoyment of the premises;
- (d) Maintain in good usable condition the hangar ramp connecting the leased premises to the general airport facilities.

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

11. SIGNS:

Lessee shall not have or allow any billboard, advertising or other display device on the outside of the leased premises. Notwithstanding the foregoing, Lessee may display the hangar number and the

name of the hangar owner on the exterior of the hangar as approved by the City in its reasonable discretion.

12. RIGHT OF ACCESS/INSPECTION:

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

13. SERVICES:

Subject to Lessor's obligations under Paragraph 7 above, the Lessor shall have no responsibility or liability to furnish any services to Lessee, but Lessee may negotiate with Lessor for any services it may request and shall pay for such additional services the consideration so negotiated. However, nothing in this paragraph 12 shall be construed to relieve Lessor from maintaining and operating the Airport as a public airport with public airport facilities.

14. INDEMNIFICATION AND INSURANCE:

- (a) The Lessee agrees to indemnify and save harmless the Lessor from any and all losses, claims, demands, actions, costs or expenses that may proximately result to the Lessor from any act or omission on the part of the Lessee.
- (b) During the term of the Lease, Lessee shall maintain, at Lessee's expense, public (not excluding the Lessor) liability insurance against claims or liability for personal injury, death and property damage arising from the use of the leased premises and adjoining areas. The insurance shall be carried with insurance companies authorized to transact business in Ohio and shall be in an amount no less than \$500,000 for property damage and no less than \$500,000 for injury or death to any one person and \$1,000,000 for any one accident. Such insurance shall be maintained for the mutual benefit of the Lessee and the Lessor, its agents and employees, and shall name the Lessee and Lessor as insureds. Lessor reserves the right to increase such insurance requirements, if required by rules and regulations of the airport adopted by Mansfield City Council, but such an increase may only be made effective on the starting date of one or more renewal terms hereunder and, further, provided that if any such increase raises any one or more coverage limit by

more than 20% over the then existing limit, the Lessee may elect to terminate this Lease as provided for in paragraph 18.

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

15. **DEFAULT:**

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

16. **SUBORDINATION:**

- (a) State and Federal Law. This Lease is subject to all provisions and conditions of any existing or future agreements by the Lessor with the Federal Aviation Administration and with the Ohio Department of Transportation, Office of Aviation regarding the airport and nothing contained herein shall be construed to

prevent the Lessor from making further agreements with the federal government and the State of Ohio regarding the airport.

- (b) Local Ordinances/Regulations. This Lease is subject to all ordinances of the City which affect the Airport and all rules and regulations of the Airport in effect from time-to-time.
- (c) Should the effect of such agreements referred to under (a) above or the laws/regulations under (b) above be to substantially destroy or prevent the reasonable exercise of Lessee's rights and uses hereunder by taking a part of the leased premises or in some other manner, then the Lessee or Lessor may terminate this Lease under the provisions of paragraph 18 hereof.

17. CONDEMNATION:

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

18. ASSIGNMENT:

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

19. TERMINATION:

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

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

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

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

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

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

20. NON-WAIVER:

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

21. NOTICES:

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

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

**To: MODERN AVIONICS AND
MAINTENANCE, INC.
2000 Harrington Memorial Road, Hangar 532
Mansfield Oh 44903**

22. SUCCESSORS/ASSIGNS:

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

23. PARAGRAPH HEADINGS:

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

24. SEVERABILITY:

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

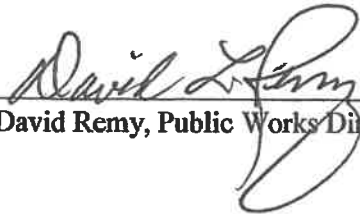
IN WITNESS WHEREOF, the parties hereto have caused this Lease Agreement to be executed in triplicate as of the day and year first above-written.

CITY OF MANSFIELD (Lessor)

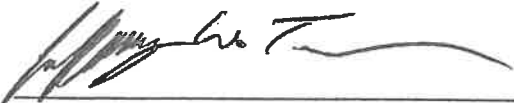
MODERN AVIONICS AND
MAINTENANCE, INC. (Lessee)

BY:

BY: Jeffrey W. Turner



David Remy, Public Works Director



Jeffrey W. Turner, Agent and President

APPROVED AS TO FORM:



John R. Spon, Law Director

STATE OF OHIO)
) ss.
COUNTY OF RICHLAND)

On this 21 day of December, 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. # -).



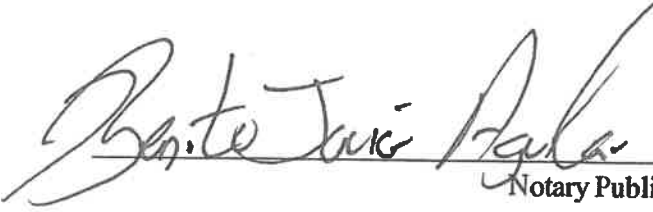
Notary Public



STATE OF TEXAS)
) ss.
COUNTY OF Dallas)

On this 05 day of December, 2022 before me, a Notary Public in and for said County and State, came [Jeffrey W. Turner], who acknowledged the execution of the foregoing Lease to be their voluntary and free act and deed.





Notary Public

SCHEDULE A

Term	Dates	Amount / Lot / Year
Initial	12/1/2022- 11/30/2032	\$4950.00
First Renewal	12/1/2032- 11/30/2037	\$5445.00
Second Renewal	12/1/2037- 11/30/2042	\$5,989.50
Third Renewal	12/1/2042- 11/30/2047	\$6,588.45
Fourth Renewal	12/1/2047- 11/30/2052	\$7,247.50

AARON CROWL
419-982-5553

Inst #202300000574

BY: MR. DAVENPORT

Accepting a National PAL Mentoring Sub-grant in the amount of twenty-eight thousand eight hundred and 00/100 dollars (\$28,800.00) through the National Association of Police Athletic/Activities Leagues, Inc. to be used by the Mansfield Police Athletic League, and declaring an emergency.

WHEREAS, the National Association of Police Athletic/Activities Leagues, Inc. (National PAL) is receiving grant funding through the National PAL Mentoring Sub-grant from the Department of Justice, Office of Justice Programs, Office of Juvenile Justice and Delinquency Prevention, and

WHEREAS, the Mansfield Police Athletic League has been approved to receive funding in the amount of twenty-eight thousand eight hundred and 00/100 dollars (\$28,800.00) as a cost reimbursement sub-grant from the National Association of Police Athletic/Activities League, Inc. under said Program to be used for youth mentoring activities, and

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

SECTION 1. That the City of Mansfield does hereby accept from the National Association of Police Athletic/Activities Leagues, Inc. a National PAL Recovery Act Mentoring Sub-grant in the amount of twenty-eight thousand eight hundred and 00/100 dollars (\$28,800.00) to be used for youth mentoring activities during the period of March 1, 2023 through February 28, 2024, for which funding the City expresses its sincerest appreciation, and authorizing the Interim Safety-Service Director to execute the Sub-grant Agreement therefor and any other documents necessary to receive said grant funding.

SECTION 2. That the sub-grant funding accepted in Section 1 herein in the amount of twenty-eight thousand eight hundred dollars and 00/100 (\$28,800.00) be, and the same is hereby appropriated from the unappropriated Grant Fund (#224) to the Police Department Grants (224.15.30) classifications as follows:

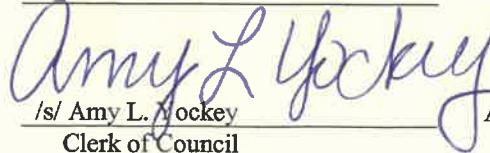
<u>224.15.30 Mansfield Police Department Grants</u>	
Personal Services	\$17,000.00
Supplies and Materials	\$2,600.00
Contractual Services	<u>\$9,200.00</u>
Total	\$28,800.00

SECTION 3. That by reason of the immediate necessity of accepting and utilizing the grant funds for youth mentoring activities during the sub-grant period which commences March 1, 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 full force immediately upon its adoption, otherwise from and after the earliest time allowed by law, after its passage and approval by the Mayor.

Caucus 7 March 2023
 1st Reading 7 March 2023
 2nd Reading _____
 PASSED 7 March 2023

SIGNED


 /s/ David Falgoutte
 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



DEPARTMENT OF FINANCE
STATEMENT OF FISCAL IMPACT

Attachment to
Bill# 23-028

RE: PAL Mentoring Grant

Nature of Statement and Information Disclosed

This is a statement of fiscal impact for the City of Mansfield to accept funding from the:
National Association of Police Athletic /Activities Leagues, Inc.

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: \$28,800.00
Funding Period: 3/1/23-2/28/24

Impact on Expenditures

Table with 2 columns: Category, Amount. Rows include Personnel (\$17,000.00), Supplies (\$2,600.00), Contractual Services (\$9,200.00), and Total Project Costs (\$28,800.00).

The total project cost is estimated at \$ 28,800.00 . Note: * Grant awarded annually
* No local match

Match Required: \$0.00

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

This grant provides a portion of the personnel costs associated with the PAL Director. In addition, it provides funds for community service projects with local youth. All personnel costs associated with the PAL Director would be charged to the Safety Services Fund (#214) if future grants are not 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# 23-029

ORDINANCE # _____

BY: MR. DAVENPORT

Authorizing the Public Works Director to enter into a Vending Agreement and Lease of Space Agreement with Richland Newhope Industries, Inc. for cafeteria use, and declaring an emergency.

WHEREAS, Richland Newhope Industries, Inc. is desirous of continuing the use of our facilities to benefit their program, the participants of their program, the City employees, and the community at large, and

WHEREAS, the City of Mansfield is desirous of continuing to partner with Richland Newhope Industries, Inc. because it sees this relationship as mutually beneficial.


NOW, THEREFORE, 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 enter into a Lease of Space Agreement with Richland Newhope Industries, Inc. to lease the northeast corner of the third floor of the Mansfield Municipal Building without any obligation to pay rent, all substantially in accordance with a copy of the Agreement attached hereto as "Exhibit A" and made a part hereof.

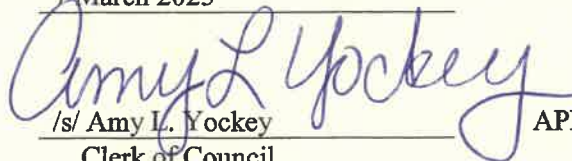
SECTION 2. That the Public Works Director be, and he is hereby, authorized to enter into a Vending Agreement with Richland Newhope Industries, Inc. to provide and service vending equipment to City Employees and the general public at two locations within the Mansfield Municipal Building, all substantially in accordance with a copy of the Agreement attached hereto as "Exhibit B" and made a part hereof.

SECTION 3. That by reason of the immediate necessity to authorize the execution of such Agreement and to undertake without delay these necessary services for the City of Mansfield, 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 7 March 2023
1st Reading 7 March 2023
2nd Reading _____
PASSED 7 March 2023

SIGNED 

/s/ David Falquette
President of Council

ATTEST 

/s/ Amy L. Yockey
Clerk of Council

APPROVED 

/s/ Timothy L. Theaker
Mayor

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

LEASE OF SPACE

THIS AGREEMENT is made and entered into this _____ day of _____, 2023, by and between RICHLAND NEWHOPE INDUSTRIES, INC., ("Newhope") whose address is 150 E. Fourth Street, Mansfield, Ohio 44902 and the CITY OF MANSFIELD, OHIO, ("City") a municipal corporation duly organized and operating under its Charter and the laws of the State of Ohio, whose address is 30 N. Diamond Street, Mansfield, Ohio 44902.

In consideration of the promises and covenants of the parties hereto, Newhope and the City agree as follows:

1. City hereby agrees to permit Newhope to use, and Newhope accepts the use of, that certain space in the Mansfield Municipal Building located at 30 N. Diamond Street, Mansfield, Ohio located in the northeast corner of the third floor of said Building (formerly Human Resources Office), all use being subject to the terms and conditions hereinafter set forth.
2. Newhope will use this space solely for the operation of a food and beverage concession, including packaged and heated food items, and it will not use the space for any other purposes without the prior written consent of the City, and Newhope intends to conduct such operation under the name of "City Garden Cafe."
3. This Agreement shall be for a period of ten (10) years running from January 10, 2023 through December 31, 2032, with an option to extend such Agreement for an additional five (5) year period. A notice of intent to exercise said option shall be given to the City no later than ninety (90) days of December 31, 2032.
4. This space will be provided by the City to Newhope without any obligation to pay rent.
5. Newhope will be responsible at its sole cost for the renovation of such space to conduct said food concession operation, including furnishing all fixtures, counter cases, shelving, and all heating and cooling units. This operation shall be conducted entirely at the cost of Newhope and the City shall have no obligation to provide any funds therefor, except that the City shall furnish the water supply, heat, and electricity to the premises described in Paragraph 1 hereof at the City's cost.
6. Newhope shall conduct this operation and make sales and transact all business in its name during hours mutually agreed upon by Newhope and the City, shall furnish a competent person to operate this business, and shall carry an adequate stock of food and beverage items for sale to customers of this operation.
7. If applicable, Newhope shall at all times comply with the workmen's compensation laws of Ohio; and will indemnify the City from any liability from any default or failure of Newhope in such compliance.
8. Newhope shall obtain and continuously maintain during this operation any and all permits

and/or licenses required from the local health department and others required of this business.

9. Newhope shall obtain and continuously maintain during this operation liability insurance for the premises and other coverage typically carried by this type of operation, the minimum limits being one million dollars (\$1,000,000.00) for each claim up to an aggregate of three million dollars (\$3,000,000.00) in general liability coverage.

10. Newhope will not install any signs within said space or within the Municipal Building without the prior written consent of the City.

11. Either party shall have the right to terminate this Agreement or any extensions thereof at any time upon ninety (90) days advanced written notice to the other party at the address listed at the beginning of this Agreement.

12. Upon the expiration of this Agreement, or its earlier termination, Newhope shall remove all its property and surrender this space to the City in as good condition as existed at the commencement of this Agreement, ordinary wear and tear excepted, and shall repair all damages resulting from the removal of its fixtures and equipment.

12. Newhope shall not assign nor sublet this use of this space in the Municipal Building without the prior written consent of the City.

13. The obligations of this Agreement shall be binding upon, and its rights shall inure to the benefit of, the parties hereto and their respective legal representatives, successors and permitted assigns.

14. This Agreement supersedes all other agreements and/or amendments previously between the parties on the subject matter.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the day and year first above written.

RICHLAND NEWHOPE INDUSTRIES, INC.

By Amanda South

Its Executive Director

CITY OF MANSFIELD, OHIO

By David L. Remy

Its Public Works Director

VENDING AGREEMENT

This Agreement, made and entered into this ____ day of _____, 2023 by and between **Richland Newhope Industries, Inc.**, 150 E. Fourth Street, Mansfield, OH 44902, (hereinafter referred to as "Company"), and **City of Mansfield, Ohio**, an Ohio municipal corporation. whose principle address is 30 North Diamond Street, Mansfield, Ohio 44902 (hereinafter referred to as "Owner").

Whereas, Company is desirous of providing and servicing vending equipment which dispenses snacks, food and cold beverages, and

Whereas, Owner is desirous of providing vending machine service to its employees and the general public at two locations within its Administration Building located at 30 North Diamond Street.

Therefore, in consideration of the mutual covenants herein, it is agreed by and between the parties as follows:

1. Company agrees to install, operate and maintain, at its expense, in Owner's place of business above mentioned, the following described equipment:

Second Floor Snack Area

1 - Coin Operated Food/Snack Vendor

1 - Coin Operated Cold Beverage Vendor

1 - Microwave

First Floor Snack Area

1 - Coin Operated Cold Beverage Vendor

1 - Coin Operated Food/Combo Vendor

2. Owner agrees to furnish water supply, electrical outlets and electricity therefore and to permit operation of such equipment during usual business hours and under usual conditions without hindrance, and to keep equipment prominently displayed and free from obstacles as to use.
3. Owner grants unto Company the exclusive rights to operate any and all vending equipment of a type or nature similar to the above described equipment.
4. Owner shall grant access to Newhope employees to secured areas for the purpose of servicing, stocking, operating, and maintaining vending machines.

5. This Agreement shall commence on February 1, 2023 and shall continue until December 31, 2032. It shall be renewed for an additional like period unless either party gives the other party at least ninety (90) days prior notice of a desire not to renew.
6. The Owner agrees to surrender Company's property to the Company at the expiration of this Agreement in as good a condition as it was at the beginning of the Agreement, save normal usage and wear.
7. This Agreement shall be binding on the parties, hereto, their respective heirs, executors, administrators, successors and assigns.

Witnesses:

Richland Newhope Industries, Inc.

By: _____

Date: _____

City of Mansfield, Ohio

By: _____

Date: _____

Approved as to form:

Date: _____

John R. Spon

Law Director

City of Mansfield
