

BY: MS. ZADER

Amending Section 915.01 and Section 915.03 of Chapter 915 (Weeds and Trees) of the Mansfield Codified Ordinances of 1997 and declaring an emergency.

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

SECTION 1. That Section 915.01 of the Mansfield Codified Ordinances of 1997, be, and the same is hereby, amended to read as follows:

915.01 KEEPING WEEDS CUT.

(a) It is hereby determined that all such weeds and vegetation as Russian, Canadian or common thistle, wild lettuce, wild mustard, rye grass, wild parsley, ragweed, milkweed and ironweed, as well as all other noxious weeds, grasses or other types of vegetation growing or being upon the lots or lands within the City as hereinafter described in subsection (b) hereof at a height exceeding ~~ten~~ **six** inches above the ground are a public nuisance.

(b) No owner, lessee, agent or tenant having charge or responsibility for, the maintenance of the following described lots or lands within the City shall permit noxious weeds, grasses or other types of vegetation as described in subsection (a) hereof to grow or be upon such lots or lands at a height exceeding ~~ten~~ **six** inches above the ground:

- (1) All sublots in a recorded subdivision in their entirety.
- (2) All land which lies within twenty feet of a lot line which is adjacent to lots or lands upon which a residential or commercial building exists.
- (3) All land which lies within 100 feet of a public thoroughfare.

(c) In applying enforcement of this ordinance, the city shall allow and encourage the purposeful maintenance of native plants that can be left unmowed without a height limit on a case by case basis, based on visual inspection that allows for such growth when a reasonable number of the following cues are present

- (1) Clean edges and boundaries such as mown strips along bordering properties, pathways, driveways and sidewalks, except the tree lawn and within 6 feet of a public street
- (2) Fences and borders
- (3) Obvious regular maintenance is occurring
- (4) Flowering plants and trees

(5) Wildlife feeders and houses

(6) Familiar layouts and design elements

915.02 NOTICE TO CUT WEEDS.

(a) Upon information that noxious weeds, grasses or other types of vegetation have not been cut as required by Section 915.01, the Bureau of Buildings, Inspections, Licenses and Permits shall cause a written notice of violation to be sent to the owner, lessee, agent or tenant having charge of, or responsibility for, the maintenance of the lots, lands or premises. This notice shall be served by sending it by regular U.S. mail or by personal service to the owner, and/or lessee, agent, tenant or person having charge of, or responsibility for, the maintenance of the lot, lands or premises at his/her address indicating that such growth must be cut and destroyed within five days after service of notice.

(b) If the address of the owner, lessee, agent or tenant having charge of, or responsibility for, the maintenance of such lots or lands is unknown, it is sufficient to publish the notice once in a newspaper of general circulation in the County.

(c) Every notice to cut and destroy noxious weeds, grasses or other types of vegetation shall state that if the notice is not complied with within the time limit provided therein, in addition to the penalty provided in Section 915.99, costs incurred by the City in cutting and destroying such growth shall be entered upon the tax duplicate and shall be a lien upon such lots and lands.

(d) When a written notice of violation has been issued in accordance with the provisions of this section, such notice shall constitute adequate and effective notice for all enforcement purposes under this chapter with respect to continuing or repeat violations of Section 915.01, for a period of one year following the date such initial notice is given.

915.03 FAILURE TO COMPLY; LIEN UPON PROPERTY.

(a) If the owner, lessee, agent or tenant having charge of, or responsibility for, the maintenance of the lots or lands fails to comply with the written notice, the City shall thereupon cause the noxious weeds, grasses or vegetation to be cut and removed by use of City forces and equipment or by hiring private contractors. All expenses of labor and costs incurred shall, when approved by the Director, be paid out of municipal funds not otherwise appropriated.

(b) Upon completion of the cutting and removal of noxious weeds, grasses and vegetation, the Bureau of Buildings, Inspections, Licenses and Permits shall determine the cost of cutting and removal, **administrative expenses**, and shall cause a statement thereof to be mailed by means of certified mail or personal delivery to the owner of the land at his address of record in the office of the County Treasurer. Such statement of cost shall include:

- (1) City equipment charge;
- (2) City equipment operator charge;
- (3) Equipment transportation charge;
- (4) Administration and supervision charge;
- (5) Removal cost (i.e. solid waste district or dump fees);
- (6) Incidental labor.

The minimum fee to be charged shall in no case be less than two hundred fifty dollars (\$250.00) for the first hour or portion thereof and fifty dollars (\$50.00) per employee per hour for each additional hour or prorated portion thereof. This amount is exclusive of any removal cost incurred in carrying out such action. **Administration charges shall toll and accrue upon issuance of the order to commence the services described in subsection (a).**

(c) The owner shall pay such costs as are charged in accordance with this chapter to the Finance Director within thirty (30) days after the statement of charges has been mailed or delivered to the owner at the address of record in the office of the County Treasurer. Such payments shall be credited to the appropriation from which such cost was paid by the City. If the charge is not paid within 30 days after mailing, the City shall cause the charges for services as provided in subsection (b), to be certified to the County Auditor, together with a proper description of the premises. Such amounts shall be entered upon the tax duplicate, shall be a lien upon such lands from the date of the entry, and shall be collected as other taxes and returned to the City with the General Fund pursuant to Ohio R.C. 731.54. The recovery of its costs by the City pursuant to this section is a remedy in addition to the penalty provided in Section 915.99.

915.04 DUTY TO KEEP TREES TRIMMED.

(a) It shall be the duty of every person who is the owner of, or as the agent has the care of, any lot or parcel of land situated within the City and abutting upon any sidewalk, alley, street or highway, to trim and keep trimmed all trees growing on such premises, or between the same, the branches of which overhang any part of such sidewalk, alley, street or highway in such a manner that the lowermost branches shall be at least fifteen feet above the level of such sidewalk, alley, street or highway. It shall be the duty of such persons to trim and keep trimmed all trees growing near any electric lights in such a manner that no branches thereof shall be nearer than six feet to such light or post upon which it is fastened. Notice of violation of this section shall be served by the Bureau of Buildings, Inspections, Licenses and Permits in the manner provided by Section 915.02(a), and if such condition is not rectified within ten days, the City shall trim the trees and shall institute proceedings against the owner or agent for violation of this section.

(b) When a written notice of violation has been issued in accordance with the provisions of this section, such notice shall constitute adequate and effective notice for all enforcement

BY: MR. AKUCHIE

Revising the Codified Ordinances of the City of Mansfield by adopting current replacement pages, and declaring an emergency.

WHEREAS, certain provisions within the Codified Ordinances should be amended to conform with current State law as required by the Ohio Constitution; and

WHEREAS, various ordinances of a general and permanent nature have been passed by Council which should be included in the Codified Ordinances; and

WHEREAS, a contract has heretofore been entered into with the Walter H. Drane Company to prepare and publish such revision which is before Council,

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

SECTION 1. That the editing, arrangement and numbering or renumbering of the following ordinances and parts of ordinances are hereby approved as parts of the various component codes, titles, chapters and sections of the Codified Ordinances of Mansfield, Ohio, within the January 2024 Replacement Pages, so as to conform to the codification and numbering system of the Codified Ordinances, to-wit:

<u>Ord. No.</u>	<u>Date</u>	<u>C. O. Section</u>
23-095	7-18-23	915.03
23-107	7-5-23	941.08
23-149	10-17-23	198.01
23-177	11-8-23	311.02 to 311.07
23-178	11-8-23	107.02
23-179	11-8-23	1167.09
23-185	11-21-23	193.062, 193.091, 193.094, 193.10
23-186	12-5-23	1167.05
23-218	12-5-23	195.02

SECTION 2. That the following sections are hereby added, amended or repealed as respectively indicated in order to comply with current State law:

Traffic Code

- 301.35 School Bus. (Amended)
- 303.991 Committing an Offense While Distracted Penalty. (Amended)
- 331.38 Stopping for School Bus; Discharging Children. (Amended)
- 331.48 Restrictions on the Operation of School Buses. (Added)
- 333.03 Maximum Speed Limits; Assured Clear Distance Ahead. (Amended)
- 333.10 Electronic Wireless Communication Device Use Prohibited While Driving. (Amended)

BILL #24-060

ORDINANCE# 24-061

BY: MR. FALQUETTE

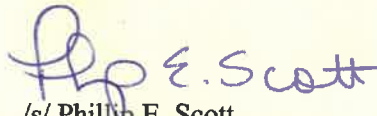
Authorizing payment to Catalis Court and Land Records LLC in the amount of Thirty-Three Thousand, Nine Hundred Eleven and 33/100 dollars (\$33,911.33) by affirming a Then and Now Certificate of the Finance Director and declaring an emergency.

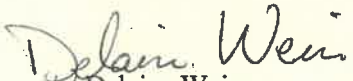
WHEREAS, R.C. 5705.41(D)(1) provides that the payment of three thousand dollars or more on a contract or order made by a municipality without a certificate of available funds being attached at such time must be authorized by the legislative authority after the fiscal officer subsequently certifies that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

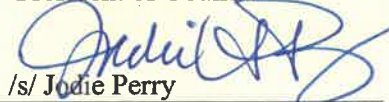
NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MANSFIELD, STATE OF OHIO:

SECTION 2. That reason for 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 16 April 2024
1st Reading 16 April 2024
2nd Reading 16 April 2024
PASSED 16 April 2024

SIGNED 
/s/ Phillip E. Scott
President of Council

ATTEST 
/s/ Delaine Weiner
Clerk of Council

APPROVED 
/s/ Jodie Perry
Mayor

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

24-062

BILL #24-061

ORDINANCE # _____

BY: MRS. MEIER

Appropriating Thirty Thousand Dollars (\$30,000) from the unappropriated Water Fund (#502) to the Clear Fork Marina (502.36.40) Capital Outlay for repairing and resurfacing the marina parking lot, campground entrance, and boat ramps and declaring an emergency.

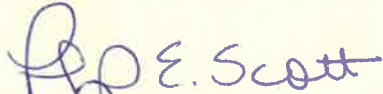
WHEREAS, Ten Thousand Dollars (\$10,000) are currently appropriated for the project, but an additional Thirty Thousand Dollars (\$30,000) are needed to make proper repairs and long-term upgrades.

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

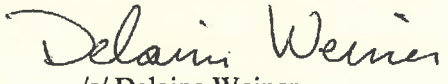
SECTION 1. The sum of Thirty Thousand Dollars (\$30,000) should be, and is hereby, appropriated from the unappropriated Water Fund (#502) to the Clear Fork Marina (502.36.40) Capital Outlay Classification.

SECTION 2. This ordinance, being an appropriation necessary for current expenses, shall take effect and be in full force immediately upon its passage and approval by the Mayor.

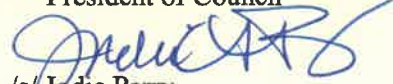
Caucus	_____	16 April 2024
1 st Reading	_____	16 April 2024
2 nd Reading	_____	
PASSED	_____	16 April 2024



SIGNED /s/ Phillip E. Scott
President of Council



ATTEST /s/ Delaine Weiner
Clerk of Council



APPROVED /s/ Jodie Perry
Mayor

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

BY: MS. MEIER

Amending Section 13 of Ordinance No. 23-201, adopting personnel positions, pay grades, and salaries for the Law Director Office. Increasing the number of Executive Assistant positions from one (1) to two (2), decreasing the number of Case Coordinators from three (3) positions to two (2), and declaring an emergency.

WHEREAS, pursuant to Sections 1 through 37 of Ordinance No. 23-201, passed December 19, 2023, this Council adopted certain personnel positions, pay grades, and salaries for certain City of Mansfield employees for the 2024 payroll year.

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

SECTION 1. That Section 13 of Ordinance No. 23-201, passed December 19, 2023, be, and the same is hereby amended to read and provide as follows:

SECTION 13. LAW DIRECTOR PERSONNEL. The Law Director is authorized to appoint the following office personnel who shall be compensated in accordance with the salary range or hourly rates indicated:

POSITION	SALARY/GRADE/HOURLY
a. Deputy Law Director	\$60,000 - \$84,000
b. First Assistant Law Director + (Professional)	\$55,000 - \$84,000
c. Assistant Law Director (4) + (Professional)	\$38,000 - \$71,000
d. Assistant Law Director (Part-Time) (1) + (Professional)	\$28,500 - \$57,000
e. Executive Assistant (2) + (Administrative)	\$31,200 - \$67,000
f. Case Coordinator (3) (2) + (Elected) °	\$18,750 - \$51,500
g. Victim of Crime Advocate (2) + (Administrative) °	(Per Grant)
h. Paralegal	State Minimum Wage - \$12.00 per hr.
i. Investigator + (Elected) °	\$20,987- \$28,080"

SECTION 2. That by reason of the immediate necessity for adopting a comprehensive plan for personnel of the City of Mansfield, which establishes the various authorized positions, pay grades, and salaries, 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 16 April 2024
 1st Reading 16 April 2024
 2nd Reading 16 April 2024
 PASSED 16 April 2024

ATTEST Delaine Weiner
 /s/ Delaine Weiner
 Clerk of Council

SIGNED Phillip E. Scott
 /s/ Phillip E. Scott
 President of Council

APPROVED Jodie Perry
 /s/ Jodie Perry
 Mayor

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

24-064

BILL #24-063

RESOLUTION #

BY: ALL MEMBERS OF COUNCIL

Honoring Assistant Chief Bishop upon his retirement from the Mansfield Fire 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 the citizens of the Mansfield community, is privileged to honor Assistant Chief Jim Bishop for his dedicated service as the Fire Department's Assistant Chief for the City of Mansfield upon his retirement.

Jim Bishop grew up only a few doors down from Med-Central on Venum Avenue, graduated from Mansfield Senior High in 1982. He attended Wilmington College as a stellar athlete and received a degree in marketing and management, only to return to his hometown in the summer of 1986 to pursue a successful career in sales "selling steel" for then AK Steel. Jim never aspired to be a Firefighter, until luckily for the City of Mansfield, his older brother Bill hired in as a Firefighter for the City of Columbus. Bill often spoke about his love for the fire service and would routinely advise Jim to take Mansfield's civil service entrance exam for the fire department. In 1991, Jim listened to his brother's advice and took the civil service exam. Firefighter Jim Bishop started his career on June 20, 1991 and never looked back. He was promoted to the rank of Captain on March 21, 1999 and to Assistant Chief on April 21, 2006. During his decorated career of 33 years, he has fought numerous fires and has had a positive impact on the lives and property of the citizens of Mansfield. His hard work and dedication have never wavered throughout his entire career, often heard saying "do your job", "don't be a number", and "remember your oath". Assistant Chief Jim Bishop set the bar high for both himself and his co-workers, pulling from his days as quarterback from both Mansfield Senior High and Wilmington College, where his leadership skills were both well-known and respected.

The City of Mansfield would like to thank you and your family for your service and your selfless dedication to the safety of its citizens. Great Advice Bill.

PASSED 16 April 2024

SIGNED /s/ Phillip E. Scott
President of Council

ATTEST /s/ Delaine Weiner
Clerk of Council

APPROVED /s/ Jodie Perry
Mayor

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

- Phillip E. Scott
- _____
Eleazer Akuchie
- _____
Aurelio Diaz
- _____
Deborah Mount
- _____
Antoinette Daley
- _____
Cheryl Meier
- _____
Kelly Blankenship

- _____
David Falquette
- _____
Stephanie L. Zader
- _____
Laura Burns
- _____
Louie Andres
- _____
Keith Porch
- Jodie Perry
- _____
Roeliff E. Harper

BILL #24-065

ORDINANCE #

24-065

BY: MS. ZADER

Appointing the following member to the Downtown Improvement Advisory Board to fill the unexpired vacant term, which will expire on June 30th, 2024.

WHEREAS, in an effort to reinvent and revitalize Mansfield's downtown, the City is seeking creative avenues to maximize grants and other revenue streams for improvement projects strategically and

WHEREAS, the City wishes to strategically encourage collaboration between its government and its residents to leverage their collective desire for improvement and

WHEREAS, these goals can best be met by maintaining an advisory board that will guide strategic thinking and provide recommendations to further it.

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

SECTION 1. That pursuant to Chapter 177 of the Mansfield Codified Ordinances of 1997, the following member be appointed to the Downtown Improvement Advisory Board for the remainder of a four-year term as follows:

Member:

Term:

Ellen Heinz

Exp. June 30, 2024

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 16 April 2024
1st Reading 16 April 2024
2nd Reading _____
PASSED 16 April 2024

SIGNED /s/ Phillip E. Scott
President of Council

ATTEST /s/ Delaine Weiner
Clerk of Council

APPROVED /s/ Jodie Perry
Mayor

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

CONSENT LEGISLATION

Bill # 24-066

24-066

Ordinance/Resolution No. _____

PID No. 108031

Project Name D03 RM FY2024

Mr. Diaz

24-066

The following _____ enacted by the City of Mansfield of Richland County, Ohio,
(Ordinance/Resolution)
hereinafter referred to as the City, in the matter of the stated described project.

SECTION I - Project Description

WHEREAS, the State has identified the need for the described project:

To perform pavement repairs in the City of Mansfield in Richland County. This project includes Interstate Route 71 from SLM 10.76 (SR 13 interchange) to SLM 12.26 (1.5 miles north of SR 13). Interstate Route 71 from SLM 10.76 to SLM 11.066 is within City limits.

This project is currently scheduled to be constructed in the summer of 2024.

NOW THEREFORE, be it ordained by the City of Mansfield of Richland County, Ohio.

SECTION II - Consent Statement

Being in the public interest, the City gives consent to the Director of Transportation to complete the above described project.

SECTION III - Cooperation Statement

The City shall cooperate with the Director of Transportation in the above described project as follows:

- 1) *The City gives consent for the above improvement,*
- 2) *No funds are required from the City except that the City agrees to assume and bear one hundred percent (100%) of the total cost for added construction items requested by the City and not necessary for the improvement as determined by the State and the Federal Highway Administration.*

SECTION IV - Maintenance

Upon completion of the described Project, and unless otherwise agreed, the City shall:

- 1) Provide adequate maintenance for the described Project in accordance with all applicable state and federal law;*
- 2) Provide ample financial provisions, as necessary, for the maintenance of the described project;*
- 3) Maintain the right-of-way, keeping it free of obstructions; and hold said right-of-way inviolate for public highway purposes.*

SECTION V - Utilities and Right-of-Way Statement

If City owned utilities, within a corporation limit or in a private easement outside corporation limits, need to be relocated due to this ODOT project, the City will be reimbursed for any relocation work; ODOT will perform the coordination, relocation, and reimbursement which shall comply with the current provisions of 23 CFR 645 and the ODOT Utilities Manual.

If other public and private utilities need to be relocated due to this ODOT project they will not be reimbursed for relocation; with exceptions due to an easement, etc.

SECTION VI - Authority to Sign

The *[Signature]* of said City of Mansfield is hereby empowered on behalf
(Contractual Agent)

of the City of Mansfield to enter into contracts with the Director of Transportation necessary to complete the above described project.

Passed: April 16th, 2024.
(Date)

Attested: *Debra Weir* (Clerk) *Phyllis E. Scott*, PRESIDENT OF CITY COUNCIL
(Officer of City - title)

Attested: *[Signature]* Public Works Director (Title) *[Signature]*, Mayor
(Mayor)

24-066 This is hereby declared to be an emergency measure to expedite the highway project and to promote highway safety. Following appropriate legislative action, it shall take effect and be in force immediately upon its passage and approval, otherwise it shall take effect and be in force from and after the earliest period allowed by law.
(Ordinance/Resolution)

PID No. 108031
Project Name D03 RM FY2024

CERTIFICATE OF COPY
STATE OF OHIO
City of Mansfield of Richland County, Ohio

I, Delaine Weiner, as Clerk of the City of Mansfield of Richland County, Ohio,

Do hereby certify that the foregoing is a true and correct copy of 24 - 066 adopted by
(Ordinance/Resolution)

the legislative Authority of the said City of Mansfield on this 16th day of April, 2024,

that the publication of such 24 - 066 has been made and certified of record according
to

(Ordinance/Resolution)
law; that no proceedings looking to a referendum upon such 24 - 066 have been
taken;

and that such 24 - 066 and certificate of publication thereof are of record in
(Ordinance/Resolution)

24 - 066, Page _____
(Ordinance/Resolution)

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official
seal, if applicable, this 16th day of April, 2024,

Delaine Weiner

Clerk Signature

City of Mansfield of Richland County, Ohio.

(SEAL)
(If Applicable)

The foregoing is accepted as a basis for proceeding with the project herein described.

For the City of Mansfield of Richland County, Ohio

Attest: _____, Date 4/19/24
Contractual Officer

BILL #24-067

RESOLUTION #

24-067

BY: MR. DIAZ

Resolution Acknowledging restriction on future access from USR42 to PPN 056-92-158-15-000 and PPN 056-92-171-02-000

WHEREAS, O'Reilly Auto Enterprises, LLC, a Delaware limited liability Company ("O'Reilly") acquired a 6.156-acre property (the "Property") identified by PPN 056-92-158-15-000 and PPN 056-92-171-02-000, reflected in a general warranty deed in Vol. 3006 pgs. 5388-5392 of the office of the Recorder for Richland County, Ohio, a copy of which deed is attached hereto as Exhibit 1.

WHEREAS, O'Reilly engaged a professional engineering firm to conduct a traffic study of the portion of U.S. Route 42 near the Property, dated November 2023, which is now on file with the Office of the City Engineer, a summary of which is attached hereto as Exhibit 2.

WHEREAS, The traffic study analyzed the impact of O'Reilly's proposed development of the Property, including ingress and egress between the Property and U.S. Route 42.

WHEREAS, The traffic study recommended a single point of ingress and egress between the Property and U.S. Route 42.

WHEREAS, O'Reilly's proposed development of the Property will occupy only the southern portion of the Property.

WHEREAS, The City Engineer wishes to ensure that any ingress and egress associated with future development of any other portion of the Property be constrained to the single point recommended by the traffic study.

WHEREAS, O'Reilly provided a letter to the City, dated December 14, 2023 and attached hereto as Exhibit 3, pledging that if it ever sells the northern portion of the Property, O'Reilly will enter into access agreements with the buyer to give the buyer access to U.S. Route 42 by way of O'Reilly's point of ingress and egress.

WHEREAS, The City Engineer, by and through the City's codified process and consistent with the results of the traffic study, and in reliance upon the pledge made by O'Reilly in its letter dated December 14, 2023, granted O'Reilly permission to construct a single point of ingress into and egress out of the Property.

WHEREAS, The City Engineer, wishes to make a record of the City's decision to limit ingress into and egress from the Property to a single point and supporting reasons, O'Reilly's commitment to the same, and to put all future sellers and purchasers of any portion of the Property on notice of the single point of ingress and egress restriction, by way of a recordable instrument.

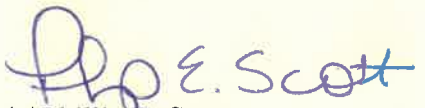
**NOW, THEREFORE, THE COUNCIL OF THE CITY OF MANSFIELD,
STATE OF OHIO, HEREBY RESOLVES:**

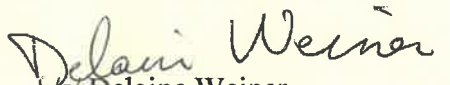
SECTION 1. The Council determines that ingress and egress between the public road currently designated as U.S. Route 42 and the current 6.156-acre property identified by PPN 056-92-158-15-000 and PPN 056-92-171-02-000, reflected in a general warranty deed in Vol. 3006 pgs. 5388-5392 of the Office of the Recorder for Richland County, Ohio, and all future subdivisions or splits thereto, will be limited to a single driveway.

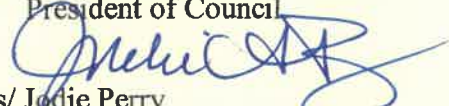
SECTION 2. The Council hereby directs the City Engineer to record this resolution in the Office of the Recorder for Richland County, Ohio, and indicate its existence by the way of a marginal notation upon the general warranty deed in Vol. 3006 pgs. 5388-5392 of the Office of the Recorder for Richland County, Ohio.

SECTION 3. This resolution shall take effect immediately upon its passage.

Caucus	<u>16 April 2024</u>
1 st Reading	<u>16 April 2024</u>
2 nd Reading	<u>16 April 2024</u>
PASSED	<u>16 April 2024</u>

SIGNED 
/s/ Phillip E. Scott
President of Council

ATTEST 
/s/ Delaine Weiner
Clerk of Council

APPROVED 
/s/ Jodie Perry
Mayor

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

EXHIBIT 1

General Warranty Deed in Vol. 3006 pgs. 5388-5392

NEW SURVEY
OF EXISTING PARCEL
RICHLAND COUNTY
TAX MAP OFFICE

INITIAL *AS*
DATE *8-28-23*
F5019

TRANSFERRED
Grantor has been examined.
Grant of *1/4* AC WC with Ser
292 of the Ohio Revised Code
date *8-28-23*
IF LANCE FEE \$ *300.00* CD
MFER FEE @ *00*
1 PATRICK W OTOPSSA Auditor

202300008280 08/28/2023 01:22 PM
Filed for Record In RICHLAND County, Ohio
Sarah M. Davis Rec Fees: \$58.00
DEED OR Vol 3008 Pg 5388 - 5382

GENERAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, THAT:

CHICAGO TITLE INSURANCE CO,
OROE NO. 2253620297

1542 Lexington Ave., LLC, an Ohio limited liability company, for the consideration of Ten Dollars (\$10.00), and other valuable consideration received to its full satisfaction of **O'Reilly Auto Enterprises, LLC, a Delaware limited liability company**, the Grantee, whose tax mailing address is **233 S. Patterson, Springfield, Missouri 65802**, does give, grant, bargain, sell and convey unto the said Grantee, all of its right, title and interest in and to the premises more fully described on the attached Exhibit "A".

Prior Deed Reference: Richland County Official Records Volume 2345, Page 673

PPN: 056-92-158-15-000 and 056-92-171-02-000

TO HAVE AND TO HOLD the above granted and bargained premises, with the appurtenances thereof, unto the said Grantee, it's successors and assigns, forever; and, Grantor does for itself and its successors and assigns, covenant with the said Grantee, it's successors and assigns, that at and until the execution of these presents, it is well seized of the above-described premises, has a good and indefeasible estate in Fee Simple, and has good right to bargain and sell the same in manner and forms as above written, and the same is free from all encumbrances whatsoever, save and except building and use restrictions, easements and rights of way of record, if any, zoning and other governmental regulations, and real estate taxes and assessments, if any, both general and special, to be prorated to the date of closing, and that it will warrant and defend said premises, with the appurtenances thereunto belonging, to the said Grantee, it's successors and assigns, against all lawful claims and demands whatsoever subject to the above noted exceptions.

Executed by said Grantor this 0th day of August, 2023.

**1542 LEXINGTON AVE., LLC, an Ohio
limited liability company**

By: *Lorenzo Sandez*
Lorenzo Sandez, Sole Member

STATE OF OHIO)
COUNTY OF RICHLAND)SS:

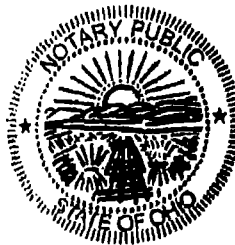
This is an acknowledgment, No oath or affirmation was administered to the signer with regard to the notarial act.

Before me, a Notary Public, in and for said County and State, personally appeared **Lorenzo Sanchez**, who represented to me to be the person who executed the within instrument as the Sole Member of 1542 Lexington Ave., LLC, an Ohio limited liability company, and who acknowledged that he did sign the foregoing instrument and that the same is his and its voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Mansfield, Ohio, this 1st day of August, 2023.



Notary Public



**JEROD M.
THEM**
Attorney At Law
NOTARY PUBLIC,
STATE OF OHIO
My Commission
Has No Expiration Date
Section 147.03 O.R.C.

This Instrument Prepared By:
Jerod M. Them, Esq.
Weldon, Huston & Keyser LLP
76 North Mulbeny Street
Mansfield, OH 44902
Telephone: 419/524-9811
Facsimile: 419/522-5758
Email: jthem@whkmansfield.com

EXHIBIT A

Insert new survey description



CMI Engineers Landscape Architects Planners Surveyors
Traffic Engineers Environmental Engineers

Legal Description
1542 Lexington Avenue
Mansfield, Ohio
As-Surveyed Parcel
File No. 14788-LDOOI
Page 1 of 2

Situated in the City of Mansfield, Township of Washington, County of Richland, State of Ohio and known as being the part of the Southwest Quarter Section 5, Township 20, Range 18 and is further bounded and described as follows:


Beginning at an iron pin with brass disk found at the Northwest corner of said Quarter Section and the place of beginning for the lands hereinafter described;

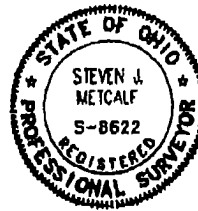
- Course 1 Thence South 89°31'40" East, along the North line of said Quarter Section 5, Township 20, Range 18, a distance of 983.99 feet to a MAG nail set at a non-tangent point of curvature on the survey centerline of Lexington Avenue (U.S. Route 42) (Width Varies);
- Course 2 Thence Southwesterly, along the centerline of said Lexington Avenue, by the arc of a curve deflecting to the left, a distance of 336.99 feet. Said arc having a radius of 1,432.39 feet, a central angle of 13°28'47" and a chord which bears South 27°16'10" West, a distance of 336.21 feet to a MAG nail set at the Northeasterly corner of a parcel of land conveyed to Appleseed Properties, LLC by deed recorded in Official Record Book 2997, Page 4560 of Richland County Records;
- Course 3 Thence North 89°31'40" West, along the North line of said Appleseed Properties, LLC and continuing along a parcel of land conveyed to P. K. Athmaran, Trustee by deed recorded in Official Record Volume 82, Page 323 of Richland County Records, a distance of 817.78 feet to a 1" iron pipe found at the Northwesterly corner of said P. K. Athmaran parcel and on the Easterly line of the Valley View Allotment as shown in Volume 18 of Plats, Page 30 of Richland County records and the Westerly line of the Southwest Quarter Section 5;
- Course 4 Thence North 02°19'09" West, along the Easterly line of said Valley View Allotment and the Westerly line of the Southwest Quarter Section 5, a distance of 300.46 feet to the place of beginning and containing 6.156 Acres (268,141 Square Feet) of land, of which 0.2693 Acres (11,735 Square Feet) is within the right of way of said Lexington Avenue, according to a survey made by Steven J. Metcalf, Registered Surveyor No. 8622-Ohio of Neff & Associates, Dated in July 2022.

Ixtgal Description
1542 Lexington Avenue
Mansfield, Ohio
As-Surveyed Parcel
File No. 14788-LD001
Pagc2of2

Be the sonic more or less, but subject to all legal highways and casements of record.

Basis of bearings for this survey is Grid North of NAD83 (CORS96) Ohio State
Plano Coordinate System, North Zone (3401) and is used to denote angles only.

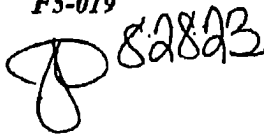

Steven J. Metcalf
Registered Survey No. 8622-Ohio



NEW SURVEY
OF EXISTING PARCEL
RICHLAND COUNTY
TAX MAP OFFICE
EAR 1-25-23

INITIAL & DATE

F5-019

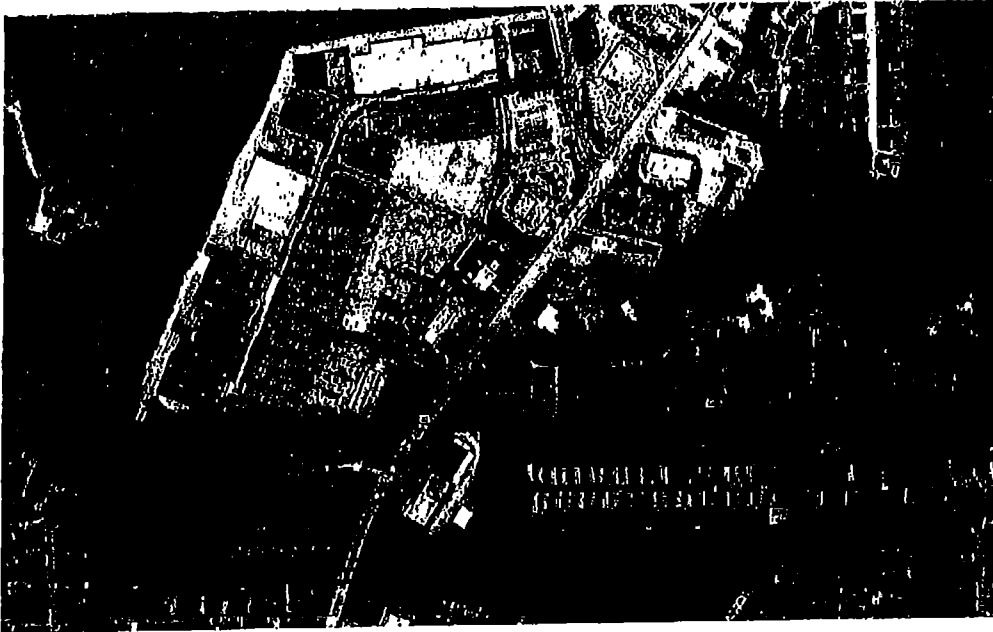


UZ CURRY
FIDELITY NATIONAL TITLE
4252 KINDK5 SPUR
COPLEY, OH 44321
Inet #202300008260

EXHIBIT 2
Summary of Traffic Study

Traffic Study

Lexington Avenue (US 42) – O'Reilly Auto Parts



Prepared for:

Bobby Deltz, PE

Project Manager

Bacon Farmer Workman Engineering & Testing, Inc,
1215 Diuguid Drive
Murray, Ky 42071

Prepared By:



Mason – Cincinnati – Dayton - Columbus

8.0 Conclusions & Recommendations

The proposed development generates a total of 38 new trips in the AM peak hour. The proposed development generates a total of 42 new trips and 32 pass-by trips in the PM peak hour. The new trips represent an increase to overall traffic volumes on Lexington Ave the peak hours of approximately 4-6%. A summary of the findings and recommendations based on the analysis presented in this study include:

Lexington Ave & Curtis Drive

The Build analysis indicates that the proposed development will not substantially alter traffic conditions at this unsignalized intersection. No modifications related to the proposed development are recommended at the Intersection of Lexington Ave & Curtis Drive,

Lexington Ave & Ace Hardware Drive/Proposed Access

The O'Reilly's development proposes a full-movement driveway across from the main access for the Ace Hardware shopping center. Crash data for the roadway section surrounding the proposed access does not show major concerns with the addition of a fourth leg to the intersection. Capacity analysis shows that during the PM peak hour in the 2033 design horizon delays to exit the O'Reilly site will approach one minute. This equates to a LOS F but is not uncommon for an unsignalized commercial driveway during peak periods. The storage lane analysis indicates a northbound left turn lane is warranted at the site access. There is an existing two-way left turn lane that serves accesses on both sides of Lexington Ave. Due to the low volumes expected to be generated by the O'Reilly development, it is recommended that the two-way left turn lane remain instead of striping a dedicated left turn bay. In the vicinity of the proposed access, southbound Lexington Ave is tapering from two lanes to one lane. The project team considered whether this should be modified to accommodate the proposed access. Options include keeping the pavement markings as is, modifying to merge to one lane prior to the driveway access, or modifying to end the second lane as a right turn lane into the site. Upon reviewing these options, it is the project team's opinion that the pavement markings do not need to be modified. Merging prior to the proposed access creates unused pavement and potentially confusing markings at the driveway opening. Ending the second lane as a right turn bay for the site is not ideal because of the low volumes anticipated for the site. In the future, if a merge conflict is created by addition of the proposed access, the pavement markings could be reevaluated. Finally, it should be noted that while the traffic volumes generated by the O'Reilly site are projected to be low, no additional development should be allowed to connect to this proposed access. If additional development is considered, at that time the driveway may need to be limited to right-in/right-out and cross access to the Kroger shopping center be provided.

Full Ingress/Egress into the proposed project development site opposite the main access for the Ace Hardware shopping center is recommended.

Lexington Ave & Kroger South Drive

The Build analysis indicates that the proposed development will not substantially alter traffic conditions at this signalized intersection. No modifications related to the proposed development are recommended at the intersection of Lexington Ave & Kroger South Drive.

EXHIBITS

O'Reilly Letter Regarding Store off USR42



December 14, 2023

City of Mansfield
Engineering Department
30 N. Diamond Street
Mansfield, OH 44902-1702

Attn: Mr. Robert P. Bianchi, P.E.

Re: O'Reilly Auto Parts Store
Lexington Ave. (U.S. Route 42)
Mansfield, OH #3 (MF3)

Dear Mr. Bianchi:

Let It be known that O'Reilly Auto Enterprises, LLC owns the property described in the attached Warranty Deed (Exhibit "1") and the attached map (Exhibit "2"). Let It also be known that, at this time, O'Reilly Auto Enterprises, LLC does not plan to sell or develop the "vacant" area outlined in red in Exhibit "2". If it is oversold for future development, O'Reilly Auto Enterprises will enter into the required access easement agreements at that time.

Signature

Jim Biggs SR Director Real Estate Department

Printed Name and Title

233 South Patterson Avenue

Address

Springfield MO 65802

City

State

Zip

24-068

BILL #24-068

ORDINANCE # _____

BY: MRS. BURNS

Authorizing the Public Works Director to enter into a contract or contracts for engineering services relating to the 2025 Watermain Replacement Program.

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 enter into a contract or contracts for professional services with an engineering firm or firms for the preparation of detailed plans, specifications, estimates, and other necessary services relating to the 2025 Watermain Replacement Program.

SECTION 2. That payment for services authorized in Section 1 herein shall be made from the Water Fund (#502).

Caucus	<u>16 April 2024</u>
1 st Reading	<u>16 April 2024</u>
2 nd Reading	<u>16 April 2024</u>
PASSED	<u>16 April 2024</u>

SIGNED /s/ Phillip E. Scott
President of Council

/s/ Delaine Weiner
Clerk of Council

ATTEST

APPROVED /s/ Rodie Perry
Mayor

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

BY: MR. DIAZ

Authorizing the Public Works Director to enter into a contract or contracts with a professional engineering firm to conduct a study for the purpose of analyzing needed roadway improvements to State Route 13 from US Route 30 to South Airport Road and declaring an emergency.

WHEREAS, the Richland County Regional Planning Commission has planning funds available through the Consolidate Planning Grant program provided by the Federal Highway Administration to fund a minimum of 90% of the cost of the study.

WHEREAS, this Council is desirous of using said program to assist with funding the study.

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 enter into a contract or contracts with a professional engineering firm and any necessary contracts with the Ohio Department of Transportation to conduct a study for the purpose of analyzing needed roadway improvements to State Route 13 from US Route 30 to South Airport Road.

SECTION 2. The local share of the cost of the study authorized in Section 1 shall be paid from the Permissive Sales Tax Fund (#215).

SECTION 3. That by reason of the immediate necessity for authorizing an engineering contract necessary to receive federal funds, 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 16 April 2024
1st Reading 16 April 2024
2nd Reading _____
PASSED 16 April 2024

Delaine Weiner
/s/ Delaine Weiner
Clerk of Council

Phillip E. Scott
SIGNED /s/ Phillip E. Scott
President of Council

Jodie Perry
APPROVED /s/ Jodie Perry
Mayor

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

BILL #24-072

RESOLUTION # _____

BY: MRS. BURNS

Resolution for a Recreational Access Easement. This Recreational Easement shall be granted by Clear Fork Realty Co., an Ohio Corporation (“Grantor”) for the benefit of the City of Mansfield, Ohio, and declaring an emergency.

WHEREAS, Grantor is the owner of certain real property by deed as recorded in Deed Volume 602, Page 476, in the Richland County, Ohio Recorder’s Office, which is further described on Exhibit “A”, attached hereto and made a part hereof. (“Burdened Parcel”)

WHEREAS, Grantee is the owner of adjacent Real Property (“Benefited Parcel”).

WHEREAS, Grantee operates and maintains Clearfork Reservoir on the Benefitted Parcel. Clearfork Reservoir is a local water reservoir and recreational area, which includes a water reservoir and amenities for boating, fishing, and hiking. This Recreational Easement is desired in order to allow the Grantee to extend and maintain nature trails connecting to the broader recreational area operated by the Grantee. These trails shall be maintained by Grantee and shall be accessible by the public in accordance with the rules and regulations set forth by the Grantee for public use of the Clearfork Reservoir.

WHEREAS, Grantor desires to grant to Grantee a Recreational Easement, for rights of ingress and egress by and through the Burdened Parcel, for the purposes of creating and maintaining nature trails, recreation, and enjoyment of said nature trails, together with any equipment as may be reasonably necessary for the maintenance of said nature trails, full rights of ingress and egress through the real property described on Exhibit A.

WHEREAS, The Benefited Parcel is contiguous to the Burdened Parcel.

WHEREAS, Grantee desires to indemnify Grantor for any and all liability stemming from the use and/or maintenance of the Recreational Easement.

WHEREAS, the intended easement is more particularly described in the easement legal descriptions attached as Exhibit A to this Resolution;

BILL #24-074

24-071

ORDINANCE # _____

BY: MS. BURNS

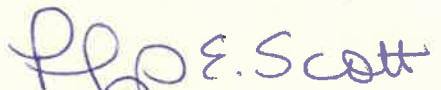
Authorizing the Public Works Director to enter into an Agreement with Ardane R. Miller to provide marine sales services and repair and bait shop services at Clearfork Reservoir, and declaring an emergency.


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

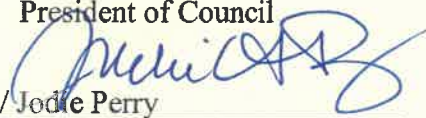
SECTION 1. That the Public Works Director be, and is hereby, authorized to enter into an Agreement with Ardane R. Miller to provide marine sales services and repair and bait shop services at Clearfork Reservoir, a copy of which is attached hereto as Exhibit "A" and made a part hereof as if fully rewritten.

SECTION 2. That in order to enter into said Agreement at the earliest possible time and continue, without interruption, the provision of such conveniences at the Clearfork Reservoir Marina, 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 16 April 2024
1st Reading 16 April 2024
2nd Reading _____
PASSED 16 April 2024


SIGNED /s/ Phillip E. Scott
President of Council


ATTEST /s/ Delaine Weiner
Clerk of Council


APPROVED /s/ Jodie Perry
Mayor

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

*Publication Required.

MARINE SALES, SERVICE & REPAIR, and BAIT SHOP AGREEMENT

This Agreement is entered into as of the 23rd day of APRIL, 2024, between the CITY OF MANSFIELD, an Ohio municipal corporation, 30 North Diamond Street, Mansfield, Ohio 44902 (herein referred to as "the City"), and Ardane R. Miller DBA Dane's Marine, 2000 Springmill Road – RR #3, Mansfield, Ohio 44903 (herein referred to as "Miller").

Whereas, the City and Miller desire to enter into an agreement whereby Miller will provide exclusive sales, services and repair, as well as, convenience store and bait and tackle services, at the City owned Clearfork Reservoir.

Therefore, in consideration of the mutual promises set forth below, the parties agree as follows:

1. **PREMISES.** The City hereby leases to Miller the following described real property (herein the "Premises"), located at the Clearfork Reservoir Marina, Morrow County, State of Ohio, to wit:

A building complex consisting of an 8400 square foot building, a 2400 square foot building and a 960 square foot building as identified on the attached Exhibit "A".

2. **RENT.** Miller shall pay annual rent, for the Premises as described in Paragraph 1 here, of Six Thousand and 00/100 Dollars (\$6,000.00), in monthly installments of Five Hundred and 00/100 Dollars (\$500.00) on the first day of each month during the terms of this Agreement. In addition, Miller shall pay an additional sum of Two Hundred and 00/100 Dollars (\$200.00) in four (4) monthly installments of Fifty and 00/100 Dollars (\$50.00) from May 1, through August 1 for dock slip rental fees.

3. **TERM.** The initial term of this agreement shall be for a period of three (3) years commencing on January 1, 2024 and terminating April 30, 2026.

- a. **EXTENSION.** Unless written notice of termination is given by either party six (6) months prior to the end of Term, this Agreement shall be extended for an additional term of two (2) years, from January 1, 2027 through December 31, 2028. Annual Rent during said additional term of two (2) years shall increase by ten percent (10%) to \$6,600.00, and shall be paid in monthly installments of Five Hundred Fifty and 00/100 Dollars. In the event that public dock slip rental fees are increased, the City and Miller shall agree upon a reasonable modification of the monthly installment payments Miller, any such change shall be proportionate to the increase in public dock slip fee.

4. **PURPOSE.** Miller accepts the Premises in their present condition.

Miller shall use the lease Premises for the providing of the following services:

- a. Boat and Motor sales as authorized by manufacturers;
- b. Marine Diagnostics and Repairs, as qualified;
- c. General marine maintenance and preventative maintenance services;
- d. Marine retail sale and services, including all safety related equipment and marine supplies;

- e. Winterization services, including Winter Parking, from which \$20 of each unit Winter Parking Fee shall be paid to the City within thirty (30) days of receipt of said fee by Miller;
 - f. Fishing tackle and accessories;
 - g. Live bait as approved by the Ohio Division of Wildlife;
 - h. Fishing and Hunting Licenses as authorized;
 - i. Sundries within Health Department Regulations; and
 - j. Firewood as available.
5. **Hours.** In providing the services described in Paragraph 4 hereof, Miller shall, during the calendar months of April through October, maintain daily hours of operation so as to adequately provide the described services, Tuesday through Sunday. During the months of November through March, operations shall be maintained as required to support the services.
6. **Business Operations.** Miller shall operate as sole proprietor and/or corporation with employees as required to support professional business operations. Miller agrees to provide reasonable wages and secure and maintain during the terms of this Agreement such workers' compensation and unemployment coverages as may be required for his help. The City has no obligation to provide any wages, compensation, or other benefits to Miller, his employees, or any person who acts in assistance of Miller.
7. **Other Obligations.** The parties shall have the following duties pursuant to this Agreement:
- a. Miller shall have the following duties:
 - i. Maintain commercial general liability insurance with an aggregate amount of \$1,000,000.00 (One Million and 00/100 Dollars) with the City listed as an additionally named insured. Said policy shall provide that the City shall be notified not less than ten (10) days prior to any cancellation of this policy. A copy of said policy shall be maintained in the offices of the Superintendent of Public Utilities.
 - ii. Maintain safe operating procedures and cleanliness of all spaces used by Miller in his operation.
 - iii. Provide fair, courteous and quality service to all Clearfork patrons.
 - iv. Provide and maintain required telephone services during the term of this Agreement.
 - v. Pay for the cost of electric service to the premises covered by this Agreement.
 - vi. Maintain clear and accurate financial records which are capable of being audited.
 - vii. Permit City Employees and Agents to review and examine his records upon request, at the City's expense.
 - viii. Comply with all City directives and ordinances.
 - ix. Be responsible to the Public Works Director or his designee and work closely with City employees at Clearfork.
 - b. The City shall have the following duties:
 - i. Provide periodic security patrols at Clearfork Reservoir and the adjacent parkland to minimize threat of vandalism and theft.
 - ii. Provide means for securing access to spaces provided.
 - iii. Provide propane, trash removal and water services.
 - iv. Provide safety lighting for spaces provided.
 - v. Maintain buildings/ structures and premises in a presentable manner.
 - vi. Provide for customer distribution, information regarding rates for docks and trailer camp sites.

- vii. Provide notification of any relevant policy changes.
- viii. Coordinate with Clearfork Marine Patrol and local law enforcement about security issues and vandalism or theft in the immediate area.

8. **RIGHT OF ACCESS.** The City shall have the right to enter upon and into the premises at reasonable times for the purpose of making inspections to determine if the provisions and requirements of the Agreement are being fully complied with.

9. **SUBLEASE – ASSIGNMENT.** Subleasing and/or assignment of any portion of the leased premises shall be permitted only upon the prior written consent of the City.

10. **TERMINATION.** This Agreement shall terminate at the end of the full-term hereof. In the event of a breach of any term of this Agreement, by either party, the effected party shall give the other party written notice of said breach and said other party shall have fifteen (15) days to remedy such breach. If said breach is not cured within such time, the effected party, by giving the other party thirty (30) days written notice of intent to terminate this Agreement.

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

a. **To the City of Mansfield, Ohio**

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

b. **To Ardane R. Miller**

Ardane R. Miller
2000 Springmill Road - RR #3
Mansfield, Ohio 44903

12. **Scope.** This Agreement supersedes all previous agreements on all matters covered herein and constitutes the entire understanding of the parties with respect to the subject matter of this Agreement. This Agreement may be amended only upon mutual consent and written agreement of the parties.

CITY OF MANSFIELD, OHIO, a municipal corporation


By:


Louis Andres, Public Works Director

4/29/24
date

ARDANE R. MILLER dba DANE'S MARINE

By:


Ardane R. Miller

4/23/24
date

24-072

BILL #24-075

ORDINANCE # _____

BY: MS. BURNS

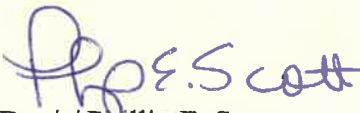
Authorizing the Public Works Director to enter into an Agreement with Ardane R. Miller to provide campground and boat dock management services at Clearfork Reservoir, and declaring an emergency.

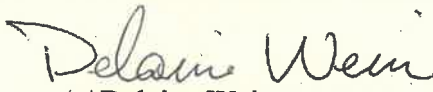
BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MANSFIELD, STATE OF OHIO:

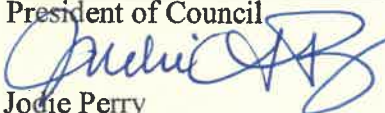
SECTION 1. That the Public Works Director be, and is hereby, authorized to enter into an Agreement with Ardane R. Miller to provide campground and boat dock management services at Clearfork Reservoir, a copy of which is attached hereto as Exhibit "A" and made a part hereof as if fully rewritten.

SECTION 2. That in order to enter into said Agreement at the earliest possible time and continue, without interruption, the provision of such conveniences at the Clearfork Reservoir Marina, 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 16 April 2024
1st Reading 16 April 2024
2nd Reading _____
PASSED 16 April 2024


SIGNED /s/ Phillip E. Scott
President of Council


ATTEST /s/ Delaine Weiner
Clerk of Council


APPROVED /s/ Jodie Perry
Mayor

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

AGREEMENT TO MANAGE CLEARFORK CAMPGROUND & BOAT DOCKS

In consideration of the covenants herein contained, the CITY OF MANSFIELD, an Ohio municipal corporation, 30 North Diamond Street, Mansfield, Ohio 44902 (herein referred to as "the City"), and Ardane R. Miller, 2000 Springmill Road – RR #3, Mansfield, Ohio 44903 (herein referred to as "Agent"), agree as follows:

1. The City hereby engages the Agent exclusively to rent, operate and manage the day-today operations at the campgrounds and boat docks located at Clearfork Reservoir (hereinafter referred to as the "Premises"), upon the terms hereinafter set forth for the period of time beginning May 1, 2024 and terminating on April 30, 2026 (herein the "Termination Date").
 - a. Agent shall have the Option to extend this Agreement for two (2) separate One Year Terms. Agent shall provide written notice of intent to extend the Term within the Sixty (60) days prior to the Termination date.
2. Agent hereby agrees as follows:
 - a. To accept, and hereby does formally accept by its signature below, the management of said Premises for the period and upon the terms herein provided, and agrees to furnish his services for the renting, operating, and managing of said Premises.
 - b. To render monthly statements to the City's Finance Department that reflect the campground and dock rental activity for the previous month. To be included with this statement are copies of campground rental agreements and dock licenses executed and/or granted during the month in question with a corresponding list of the fee assessed and collected or to be collected for each such agreement or license.
 - c. To allow the City to spot check and/or audit his records of campground and boat dock rentals and fees collected.
 - d. To deposit all receipts collected on site for campground rentals and/or docking fees in a designated account at Park National Bank.
3. The City hereby gives the Agent the following authority and powers:
 - a. To display signage indicating the availability for rent of campground sites and boat docks.
 - b. To collect rental fees and give receipts thereof.
4. The City further agrees:
 - a. To advise the Agent in writing of any changes in the campground or the boat dock fees and in the applicable rules and regulations.
 - b. To be responsible for maintenance and repairs at the campground and boat docks. All issues regarding maintenance and/or repairs, or their costs, should be addressed to the Clearfork Operations Manager, Clearfork Reservoir, 2678 Gass Road, Mansfield, Ohio 44904.
 - c. To pay the Agent on June 15th, September 15th, and December 15th, twelve percent (12%) of the gross amount of campground rental fees and boat dock fees collected and/or received by the City for the three (3) month period immediately preceding each payment date.

IN WITNESS WHEREOF the parties hereto have affixed or caused to be affixed their respective signatures this 23rd day of April, 2024.


CITY:

City of Mansfield, Ohio, an Ohio municipal corporation

By [Signature]
Louis Andres, Public Works Director

STATE OF OHIO)
COUNTY OF RICHLAND)

The foregoing instrument was acknowledged before me this April, 29th 2024 by Louis Andres, Public Works Director of the City of Mansfield, Ohio, an Ohio Municipal corporation, on behalf of said Municipal Corporation.

[Signature]
Notary Public
 TRAYCEE A. DAVIS
NOTARY PUBLIC,
STATE OF OHIO
My Commission Expires
Jan. 8, 2027


AGENT:

[Signature]
Ardane Miller

STATE OF OHIO)
COUNTY OF RICHLAND)

The foregoing instrument was acknowledged before me this April, 29th, 2024 by Ardane Miller.

[Signature]
Notary Public

 TRAYCEE A. DAVIS
NOTARY PUBLIC,
STATE OF OHIO
My Commission Expires
Jan. 8, 2027

BILL #24-076

ORDINANCE # 24-073

BY: MRS. MEIER

Appointing a new member to the Police Review and Community-Police Relations Commission, and declaring an emergency.

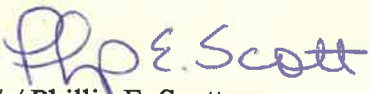
BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MANSFIELD, STATE OF OHIO:

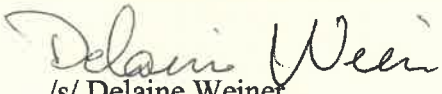
SECTION 1. That pursuant to Section 175.01 of the Mansfield Codified Ordinances, this Council does hereby appoint the following citizen to the Police Review and Community-Police Relations Commission as indicated:

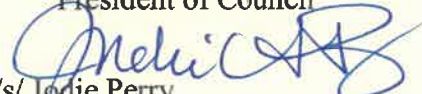
<u>WARD</u>	<u>INDIVIDUAL</u>	<u>TERM EXPIRATION</u>
3rd	Tammy McLaughlin	12/31/2025

SECTION 2. That in order to maintain the current status of the Commission into effect 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 and be in force immediately upon its adoption, otherwise from and after the earliest time allowed by law, after its passage and approval by the Mayor.

Caucus	<u>16 April 2024</u>
1 st Reading	<u>16 April 2024</u>
2 nd Reading	<u>16 April 2024</u>
PASSED	<u>16 April 2024</u>

SIGNED 
 /s/ Phillip E. Scott
 President of Council

ATTEST 
 /s/ Delaine Weiner
 Clerk of Council

APPROVED 
 /s/ Jodie Perry
 Mayor

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