

Failed 5-3

BY: ALL MEMBERS OF COUNCIL

Imposing a six-month moratorium on the acceptance, consideration, and/or granting of any applications for local licensing approval and/or any zoning, occupancy, or other permits relating to cultivators, processors, or retail dispensaries of marijuana within the City of Mansfield, and declaring an emergency.

**WHEREAS**, In the November 2023 election, the citizens of the State of Ohio passed Issue 2, which legalized the recreational use of marijuana in Ohio with certain restrictions, which are still being determined, and

**WHEREAS**, given that the regulations for the recreational use of marijuana are still being determined, City Council believes that six (6) months is a reasonable time to obtain the information it needs to address the use of marijuana within the City and to more accurately determine the regulations that will be approved by the State of Ohio; provided however, Council reserves the right to take legislative action to extend the moratorium if the regulations are not made public within such 270 day period.

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

**SECTION 1.** That a temporary moratorium is hereby imposed on the consideration and/or granting of any applications for local licensing approval and any zoning, occupancy, or other permits relating to cultivators, processors, or retail dispensaries of marijuana within the City of Mansfield.

**SECTION 2.** That the duration of the moratorium shall commence with the passage of this ordinance and shall end, unless extended by City Council for the reasons set forth above, six (6) months after the passage of this ordinance.

**SECTION 3.** As the act will not become effective until after the passage of the ordinance, City Council recognizes that there are no existing requests for local licensing approval and no zoning, occupancy, or other permits relating to cultivators, processors, or retail dispensaries of marijuana within the City of Mansfield with any vested rights to establish a use covered by this moratorium.

**SECTION 4.** It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this legislation were adopted in an open meeting of this Council and that all deliberations of this Council and of any of its Committees that resulted in such formal action were taken in meetings open to the public and in conformance with all legal requirements including Section 121.22 of the Ohio Revised Code.

**SECTION 5.** That by reason for the immediate necessity for the moratorium is that the state is opening the application process for businesses to obtain licenses. 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, 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 <sup>st</sup> Reading	<u>7 May 2024</u>
2 <sup>nd</sup> Reading	<u>21 May 2024</u>
3 <sup>rd</sup> Reading	<u>4 June 2024</u>
PASSED	<u>18 June 2024</u>

Failed 5-3

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

BILL #24-098

RESOLUTION # 24-098

BY: MS. ZADER

Reappointing the following members to the Downtown Improvement Advisory Board for a term commencing July 1, 2024.

**WHEREAS**, in an effort to reinvent and revitalize Mansfield’s downtown, the City is seeking creative avenues to strategically maximize grants and other revenue streams for improvement projects, 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 RESOLVED 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 members be appointed to the Downtown Improvement Advisory Board in accordance with this ordinance:

Member:

Chamber of Commerce: Ellen Heinz  
Financial Institution: Chris Hiner  
Downtown Business: Scott Cardwell

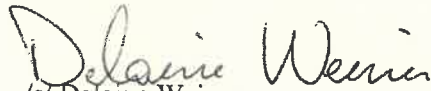
Term:


Exp. June 30, 2028  
Exp. June 30, 2028  
Exp. June 30, 2028

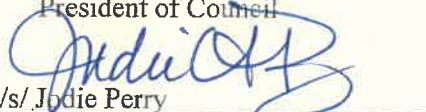
**SECTION 2.** That this measure shall take effect and be in force after the earliest time allowed by law, after its passage and approval by the Mayor.

Caucus 18 June 2024  
1<sup>st</sup> Reading 18 June 2024  
2<sup>nd</sup> Reading 18 June 2024  
PASSED 18 June 2024

ATTEST

  
/s/ Delaine Weiner  
Clerk of Council

  
SIGNED /s/ Phillip E. Scott  
President of Council

  
APPROVED /s/ Jodie Perry  
Mayor

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

BILL #24-099

RESOLUTION # 24-100

BY: MS. ZADER

Approving reappointments by the Mayor to the Fair Housing Commission.

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

SECTION 1. That pursuant to Section 515.03 of the Mansfield Codified Ordinances, this Council does hereby approve the following citizens appointed by the Mayor to the Fair Housing Commission for a three (3) year term:

<u>Member:</u>	<u>Term:</u>
Sharon Rawls	7/15/2024 thru 7/14/2027
Chris Hiner	7/15/2024 thru 7/14/2027

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	<u>18 June 2024</u>
1 <sup>st</sup> Reading	<u>18 June 2024</u>
2 <sup>nd</sup> Reading	<u>18 June 2024</u>
PASSED	<u>18 June 2024</u>

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

ATTEST *Delaine Weiner*  
 /s/ Delaine Weiner  
 Clerk of Council

APPROVED *Todie Perry*  
 /s/ Todie Perry  
 Mayor

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



BY: MS. MEIER

Amending Sections 19, 20, and 27 of Ordinance No. 23-201 adopting personnel positions, pay grades, and salaries for certain employees of the City of Mansfield 2024 payroll year, 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 employees of the City of Mansfield for the 2024 payroll year, and

**WHEREAS**, Section 20 of Ordinance 23-201 was amended by this Council on January 16, 2024 in Ordinance 24-010, however, further amendments have become necessary, and

**WHEREAS**, pursuant to Sections 19, 20, and 27 of Ordinance 23-201 and Section 1 of Ordinance 24-010 positions and pay rates are outlined for City personnel, and, so as to promote efficiency and productivity of the City, it has become necessary to create new positions and adjust the salary range of existing positions.

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

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

**“SECTION 19. PERMITTING AND DEVELOPMENT DIVISION – PERSONNEL.** The Permitting and Development Division within the Public Service Department shall be composed of the following personnel who shall be compensated in accordance with the pay grade, salary range, or hourly rates indicated:

POSITION	SALARY/GRADE/HOURLY
a. Permitting and Development Director + (Administrative)	\$42,000 - \$76,000
b. Permitting and Development Official	\$40,000 - \$70,500
c. Administrative Assistant + (Administrative) °	\$28,000 - \$54,500
<b>d. Housing Specialist + (Administrative) °</b>	<b>\$40,000 - \$70,500</b>
<b>DEVELOPMENT SECTION:</b>	
a. Assistant Grant Specialist (Part Time)	<del>\$25,000 - \$45,000</del>
<del>b. a.</del> Finance Officer	16
<del>e.-b.</del> Rehabilitation Officer (2)	16
<b>PERMITTING SECTION:</b>	
a. Chief Building Official + (Professional)	\$48,000 - \$85,000
b. Demolition Coordinator/ Residential Inspector (licensed)	\$42,000 - \$70,500
c. Electrical Safety Inspector °	\$30,250 - \$58,000
d. Building Official (licensed)	\$42,000 - \$70,500



e. Housing Inspector (4)	13
f. Senior Account Clerk (licensed)	14
g. Account Clerk (2)	12"

**SECTION 2.** That Section 1 of Ordinance No. 24-010 passed January 16, 2024, and Section 20 of Ordinance 23-201 passed December 19, 2023, be, and the same is hereby amended to read and provide as follows:

**SECTION 20. POLICE DIVISION – CIVILIAN PERSONNEL.** The following civilian personnel are authorized for appointment in the Police Division in the Public Safety Department and shall be compensated in accordance with the salary range, pay grade, or hourly rates indicated:

POSITION	SALARY/GRADE/HOURLY
<b>General Division</b>	
a. Confidential Secretary (3) °	\$30,000 – \$54,500
b. Crime Analyst	\$34,000 - <del>\$47,500</del> <b>\$50,000</b>
c. Automotive Mechanic	15
d. Police Aide (3)	11
e. Parking Control Officer (2)	11
f. Laborer (2)	11
g. Secretary I	9
h. Clerk Typist	8
<b>Forensic Division</b>	
a. Forensic Scientist	\$60,000 - \$97,500
b. DNA Analyst	(Per Grant)
c. Operations Supervisor – Crime Lab	\$40,000 - \$69,500
d. DNA Laboratory Technician	(Per Grant)
e. Forensic Investigator	\$40,000 - \$65,000
f. Evidence Technician (3)	16
<b>Communications and Records Keeping Division</b>	
a. Principal Operations Supervisor	\$50,000 - \$78,000
b. Supervisor I – Records	\$35,000 - \$59,500
c. Police Records Clerk (10)	12
d. Transcriber Clerk (3)	13
e. Supervisor I – Communications (3)°	\$35,000 - \$59,500
f. Public Safety Dispatcher (21)	16"

**SECTION 3.** That Section 27 of Ordinance No. 23-201, passed December 19, 2023, be, and the same is hereby amended to read and provide as follows:

**SECTION 27. UTILITY COLLECTIONS DIVISION – PERSONNEL.** The Utility Collections Division within the Public Service Department shall be composed of the following personnel who shall be compensated in accordance with the salary range, pay grade, or hourly rates indicated:

POSITION	SALARY/GRADE/HOURLY
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BY: MRS MEIER

Authorizing the Safety-Service Director to accept and appropriate funding from the Ohio Office of Criminal Justice Services (OCJS) in the amount of One Hundred Thirty-Six Thousand Eight Hundred Seventy-Five and 79/100 dollars (\$136,875.79) for METRICH Operations, and declaring an emergency.

WHEREAS, the primary purpose of the Grant Program is to assist in providing funds to local law enforcement agencies, specifically to address drug law enforcement, and

WHEREAS, Subgrant Number 2023-DL-LEF-5808 awarded to the City under the Ohio Drug Law Enforcement Fund (DLEF) grant program will provide funds to continue to address the existing and anticipated consequences of illegal drug activity in the area, and

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

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

SECTION 1. That the Safety-Service Director be, and he is hereby, authorized to accept funding in the amount of One Hundred Thirty-Six Thousand Eight Hundred Seventy-Five and 79/100 dollars (\$136,875.79) from the Ohio Office of Criminal Justice Services (OCJS), and to execute all documents pertaining thereto.

SECTION 2. That the sum of One Hundred Thirty-Six Thousand Eight Hundred Seventy-Five and 79/100 dollars (\$136,875.79) be, and the same is hereby, appropriated from the unappropriated Grant Fund (#224) to the following Police METRICH Grant (224.15.51) Classifications:

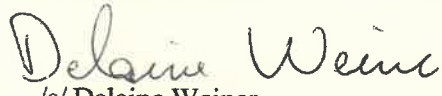
Personal Services	\$22,363.00
Employee Benefits	\$11,025.76
Contractual Services	\$81,703.91
Supplies	\$6,783.12
Other Charges	<u>\$15,000.00</u>
Total	\$136,875.79

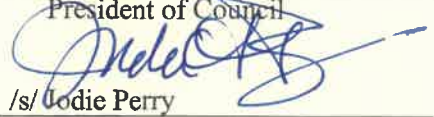
SECTION 3. That by reason of the immediate necessity to accept this funding for public safety, this measure is determined to be an emergency Ordinance for the immediate preservation of the public peace, health, safety and welfare of the City of Mansfield and its inhabitants and providing it receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its adoption, otherwise from and after the earliest time allowed by law, after its passage and approval by the Mayor.

Caucus	<u>18 June 2024</u>
1 <sup>st</sup> Reading	<u>18 June 2024</u>
2 <sup>nd</sup> Reading	<u>                    </u>
PASSED	<u>18 June 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



**DEPARTMENT OF FINANCE  
STATEMENT OF FISCAL IMPACT**

**RE:** METRICH Drug Law Enforcement Fund (DLEF) Grant

**Nature of Statement and Information Disclosed**

This is a statement of fiscal impact for the City of Mansfield to accept funding from the:  
Ohio Office of Criminal Justice Services (OCJS)

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: \$136,875.79  
Funding Period: 7/1/24 - 6/30/25

***Impact on Expenditures***

<b>PROJECT COSTS:</b>	
Personnel	\$33,388.76
Contractual Services	81,703.91
Supplies and Materials	6,783.12
Other Charges	15,000.00
<b>Total Project Costs:</b>	<b>\$ 136,875.79</b>

The total project cost is estimated at \$ 136,875.79 . Note: \* Grant awarded annually  
 \* Previous award was \$137,013.70 (ord. #23-098).  
 \* No local cash match.  
 \* Portion of investigator salary and supplies expense considered an in-kind match (\$45,625.26).

**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

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**Disclosures of Possible Material Future Events**

Annual grant awards are based on Ohio State Patrol moving violation tickets, so amounts vary. The Confidential Secretary position is partially funded with this grant. This position would be the responsibility of the Safety Services Fund (#214) beyond 6/30/25 unless future grants are awarded.

**General Assumptions**

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

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

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







DEPARTMENT OF FINANCE STATEMENT OF FISCAL IMPACT

RE: Violent Crime Reduction Grant (2024-ST-VCR-V370)

Nature of Statement and Information Disclosed

This is a statement of fiscal impact for the City of Mansfield to accept funding from the: Ohio Office of Criminal Justice Services (OCJS)

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: \$73,000.00
Funding Period: 7/1/24 - 12/31/25

Impact on Expenditures

Table with 2 columns: Description, Amount. Row 1: Contractual Services (LPR's) \$73,000.00. Row 2: Total Project Costs: \$ 73,000.00

The total project cost is estimated at \$ 73,000.00 . Note: \* Similar award in 2022 (ord.#22-181).

Match Required: \$ 0.00

- \* No local cash match.
\* Previous year's service was paid from an ARP Violent Crime Reduction Grant (Ord #23-017) in the amount of \$73,000.

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

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**Disclosures of Possible Material Future Events**

This grant will pay for an additional year of service (11/9/24 - 11/8/25) for 16 FLOCK Falcon LPR's and 11 FLOCK Falcon Flex portable LPR's. The cost of this service would be the responsibility of the Safety Services Fund (#214) beyond 11/8/25 unless future grants are awarded.

**General Assumptions**

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

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

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





MUSKINGUM WATERSHED CONSERVANCY DISTRICT  
project assistance agreement

This Agreement is made and entered into this 3rd day of June 2024, by and between the Muskingum Watershed Conservancy District hereinafter referred to as the MWCD, and City of Mansfield, hereinafter referred to as the Partner.

WHEREAS, the MWCD deems it appropriate to provide financial or in-kind assistance to local organizations in an effort to facilitate conservation programs throughout the Muskingum Watershed.

WHEREAS, the Partner desires financial or in-kind assistance to aid in the implementation of the project or program named Rewild Liberty Park and described in Exhibit A, hereinafter referred to as the Project:

NOW, THEREFORE, in consideration of the promises and covenants herein contained, the undersigned agree as follows:

A. PERIOD OF AGREEMENT

This Agreement shall commence on the above noted date and terminate on the 1st day of June 2025 unless otherwise terminated or extended by mutual consent of the parties hereto.

B. TERMS

1. Subject to the terms and conditions contained herein, the MWCD agrees to provide financial assistance to the Partner in an amount not to exceed Five Thousand Dollars and Zero Cents (\$5,000.00), for the sole and express purpose of assisting with, and reimbursing costs of the Project.
2. The Partner agrees to complete the Project as described in Exhibit A on or before June 1, 2025. If unforeseen circumstances preclude completing the Project by the date specified, a revised completion date may be agreed upon in writing by the MWCD and the Partner.
3. The Partner will limit the scope of the Project to that outlined in Exhibit A. In the event that circumstances require changes to the scope of the Project, the use of MWCD financial assistance for such changes must be approved through the execution of a formal Amendment to this Agreement.



4. The Partner agrees to complete the Project in accordance with approved specifications listed in Exhibit A, and in compliance with all applicable Federal, State, and local laws, and permit and licensing requirements.
5. The Partner agrees to submit a complete accounting of expenditures and/or in-kind assistance provided under this Agreement to the MWCD within 30 days of completion of the Project. If any portion of funds provided by MWCD under this Agreement remains unexpended after completion of the Project, or if an audit discloses any unauthorized expenditure, the Partner shall return such funds to the MWCD upon receipt of invoice.
6. Financial assistance provided by the MWCD to the Partner is on a reimbursement basis; funds will be made available upon receipt by the MWCD of the Partner's documentation of reimbursable expenses.
7. The Partner shall submit to the MWCD, quarterly reports summarizing the progress of the Project. In addition, the Partner shall submit to the MWCD a final report detailing the results of the Project pursuant to the specifications contained and listed in Exhibit A.
8. Prior to signature, the Partner shall provide and attach to this Agreement as Exhibit A, a description of the Project, including a statement of goals, estimate of total project costs, and, if applicable, a detailed outline and schedule of any and all in-kind assistance requested of the MWCD.
9. The Partner shall, at all reasonable times, provide the MWCD access to and a right to inspect all sites and facilities involved in the Project and access to and a right to examine or audit any and all books, documents and records, financial or otherwise, relating to the Project to ensure compliance with this Agreement.
10. Each party to this agreement agrees to be liable for its own negligent acts and omissions in connection with this agreement, and the acts and omissions of its officers, agents, and employees, and nothing in this agreement shall be construed to transfer or impute liability from either party to the other.
11. Liability. The MWCD shall not be liable for loss or damage of any nature to the Property, its employees, agents, contractors, invitees, or licensees or for injury, sickness or death of Grantee's employees, agents, contractors, invitees, or licensees when such loss, damage, injury, sickness, or death shall be caused in whole or in part by Grantee's actions under this Agreement.
12. Insurance. As soon as practicable after the execution of this Agreement, at Partner's expense, obtain and maintain the following insurance policies

from insurers licensed to do business in the State of Ohio, and shall designate MWCD as a named "additional insured" on each of these policies: (i) Commercial General Liability insurance of not less than \$1,000,000 per occurrence and \$1,000,000 aggregate; (ii) Worker's Compensation insurance in accordance with applicable state statutory limits; and (iii) Automobile insurance in the amount of \$1,000,000 (including coverage for insured, uninsured, underinsured, owned, and non-owned vehicles). Partner shall present MWCD with certificates of insurance evidencing that MWCD has been named as an additional insured on the Commercial General Liability, Worker's Compensation, and Automobile insurance policies; that the limits of coverage for these policies comply with this provision of the Agreement; and that the insurance provided under these policies shall be primary and non-contributory

13. Retention of Rights. This agreement shall not be construed as a grant of any rights to or in real estate.
14. Restoration of Property. Partner shall restore to its original condition as nearly as practicable any of MWCD's property that is damaged as a result of Partner's activities.
15. Intellectual Property. The Report and all elements of all deliverables shall be exclusively owned by the MWCD and shall be considered works made for hire by Partner for the MWCD. MWCD shall exclusively own all United States and international copyrights and all other intellectual property rights in the report and deliverables. From time to time upon MWCD's request, Partner and/or their personnel shall confirm such assignments by execution and delivery of such assignments, confirmations of assignments, or other written instruments as the MWCD may request.

#### C. REPRESENTATIONS, WARRANTIES AND COVENANTS OF PARTNER

The Partner represents, warrants, and covenants for the benefit of the MWCD as follows:

1. The Partner is a Public City of Ohio all the requisite power and authority to acquire and/or construct or improve, or provide for the construction or improvement of, and to operate the Project under the laws of the State and to carry on its activities as now conducted;
2. The Partner has the power to enter into and perform its obligations under this Agreement and has been duly authorized to execute and deliver this Agreement; and

3. The Partner is not the subject of nor has it initiated any claim or cause to action that would give rise to any liability which would in any way inhibit the Partner's ability to carry out its performance of this Agreement according to its terms.

D. GENERAL CONDITIONS

1. Obligations of the MWCD are subject to the provisions of Chapter 6101 of the Ohio Revised Code.
2. This agreement shall be governed by the laws of Ohio, excluding its conflicts of law provisions.
3. This agreement constitutes the sole and exclusive agreement between the parties hereto and may not be amended, modified, or otherwise altered except in writing, agreed to and executed by both parties.
4. Both parties shall see to it that they and all employees, agents and operations under their direction comply with all laws, ordinances, rules, and regulations in any manner affecting the operations and activities undertaken pursuant to this agreement, including, but not limited to the Americans with Disabilities Acts and all amendments thereto, any provisions regarding employee safety or the safety of the public and workers compensation. Neither party or its employees or agents shall discriminate against any employee or customer on the basis of race, creed, color, origin, sex, marital status or handicap.

IN WITNESS WHEREOF, the parties hereto have signed this AGREEMENT as of the date first written above.

I have the authority to sign this AGREEMENT and do so in my capacity.

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Matt Thomas, Chief of Conservation  
Muskingum Watershed Conservancy District

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Louis Andres  
Director of Public Works  
City of Mansfield

# "HWat An

Project Or Program Description

Attachment 1

Rewild Liberty Park seeks to build community within the park by creating an enlarged play area, by incorporating a spring fed brook which runs through the target location. Currently there is no proper access to the brook for the children to explore the mysteries and adventure that a site like this affords. Our group would like to reimagine this space as a family friendly learning area of discovery and wonder, while at the same time protecting and stabilizing the area by developing a true riparian boarder of native Ohio plants along the length of the brook to the point that it enters the current duck pond within the park. This multi-phase project is to be developed, stabilized, and implemented by citizens in the community. This process builds pride in ownership for the neighborhood and the larger town. This community building project addresses the needs of the local environment and helps to elevate the populaces knowledge of the importance of proper land stewardship, while at the same time, creates a hub within the park. This hub will also create the parks first location from which to offer space for everything from lectures to summer knitting classes, from yoga to story-time.

This new area connects the current children's play area to the larger park by creating a beautiful, native plant area and tree specimen garden viewable from all over the park as well as surrounding roads and properties. This space can also function as a colorful and inviting backdrop for future projects within the larger park by creating a tapestry of year-round color and structure. By creating this new children's space, we hope to demonstrate the benefits and importance of native plants and clean water to the larger community, while, at the same time, surrounding our children in beauty as they play, where they play. This project will also be used to signal to the general population that Liberty Park is of outstanding natural beauty of interest worthy of saving. An inviting area for all who wish to enjoy it.

In phase one of this project, in concert with the riparian boarder development, we hope to include a wooden tree ring bench around the last of the brook's original trees. This feature will in turn will be surrounded by a crescent shaped configuration of historic sandstone blocks which will act as seating. This feature acts as a gathering area within the park and is the first park feature viewable as the guest enters the park from the lower parking lot. Making it a popular place for guests to meet up with friends and neighbors and gather for events. Existing picnic tables will be placed next to the mouth of the brook and can be used for larger picnic groups and shaded workstations for summer crafting events and the like.

The hub (which we tentatively refer to as the story tree) creates the entranceway to a new pathway that leads to the other side of the brook via a stone walkway which crosses the brook. This traverse will be created using existing historic sandstone blocks leftover from the construction of the WPA motor bridge and bathhouse located adjacent to the brook. This feature will supply children and families with brook access right at the waterline and available to them for discovery. The structure is such that in the event of flooding in the area, the traverse becomes completely submerged and allows the brook to expel extra water into the pond beyond.

The current structure that crosses the brook and attaches the children's play area to the larger park was created with two culver tiles, covered over with concrete. Due to its age and design, this structure has children climbing over rusted metal and broken concrete to access the water. This system also effects the brook in negative ways and has contributed to soil erosion and creates a potential water



blocking risk in the event of flooding of the stream bed. We hope to replace this with a new, single span pedestrian bridge sourced from pre-engineered plans, in order to reduce costs. The foundation planting at either end of the new bridge will prevent access to the foundations on both sides, discouraging access at this juncture and redirect the guest to the newly created pathway.

We also hope to restore to working use an historic children's drinking fountain which is also of WPA origin. This fountain is located within the phase one target sight and will provide a visual link between the existing children's play equipment and our proposed story tree.

An existing retaining wall located within the sight will be dismantled and rebuilt. This retaining wall is located on the bathhouse/swimming pool side of the brook and would be a stabilizing feature holding the hill that creates the pool area and mitigating erosion issues which have developed since its failure. No new stone will be added but it will require shovel work and wall building.

The current sidewalk and pedestrian crossing that leads from the children's play area to the current bathhouse has no functional terminus, now that the two-story pavilion has been removed from the site. As part of our phase one planting plan, we will refurbish the existing walkway and along its sides create an alley of native burr oaks as a legacy planting. These long-lived trees will, over time, cover the walk in a shaded canopy. The trees are to be a visual representation of the founders of Liberty Park and will be called "the Avenue of the Ancestors". They are a gift to future generations which represent the work and dedication of the city leaders and citizens who's fore-thought made Liberty Park possible. The east end of the walkway terminates on a small lawn next to the newly constructed restroom in the children's area. As this location is viewable from the play area and the historic drive through the park, it will be set aside for future art instillation or similar.

MWCD MISSON  
Attachment 2

This project seeks to control stormwater runoff by creating a Riparian Edge on an existing Brook within Liberty Park. This will be achieved using native Ohio plants and trees. The target area seeks to replace an existing crossing with a new single span pedestrian bridge sourced through existing pre-engineered designs, thus correcting erosion issues with the current crossing. In addition to this restoration, we seek to develop a teaching/learning area around the last remaining old growth tree in the target area. This tree will have dead wood removed and health and wellness issues addressed by the Mansfield Parks and Recreation Dept, before the *building of a tree ring bench and satellite sandstone blocks used as seating*. This area can then be used by guests of the park for gatherings and group events. Among these events will include lectures and demonstrations about proper land stewardship and the advocacy of native plants and water quality records established and maintained *by the volunteer participants*. *Promoting and providing a healthy ecosystem restoration within the conservancy district.*

*An area within the targeted location will include access to the stream via a sandstone crossing of the brook, to facilitate exploration and maintenance of the streams spring fed water supply. Thus, allowing the guests of the park an opportunity to learn water testing techniques and examination of the animal life which inhabits this special place. These age-appropriate demonstrations and discussions allow dialog to be created about ways that Ohioans can effect positive change to these often-neglected areas. While at the same time addressing habitat concerns of the endangered and marginalized insects and birds.*

Our goal is to create a family friendly facility that encourages children to explore these wild and native areas with new eyes. To seek out new and modern ways to help nature to heal from the damage of invasive plants and pollution, This area is not confined to these topics alone but to encourage park users to create new ways of experiencing nature in their everyday life. These events might include yoga in the park, craft projects with children and adults, fostering neighborhood connections by investing in the neighborhood and in the park system.

The city's public works department have expressed their plans to replace a vehicular bridge which crosses this brook eliminating all barriers within the city park on the streams flow. This construction *creates a better flow eliminating a small manmade fall of water and increases the likelihood of fry fish moving upstream at that location*. The completing of this corridor also mitigates storm water runoff from undercutting existing foundations of the bridge and allowing the stream unincumbered pathway as it leads to the duck pond.

The duck pond acts as a mixing area for water coming down a natural streambed on the west side of the pond, which flows through and over Flemming Falls upstream, to be mixed with the water of this important freshwater tributary, thus increasing the health and wellness of the natural streamflow. We hope that controlling the water quality in this brook, we will aid in the overall health of the down stream flow of this river system.

Needs, Benefits, goals  
attachment 3

We chose this location within an existing park that has undergone radical change recently. With the loss of a two-story pavilion that was built by neighborhood hands and part of the historic infrastructure of the park and now the potential loss of the last remaining swimming pool in the city, we have come to a crossroads. To save this park, we must act now. Most citizens have thought for a generation of Liberty Park as the pool. Without that, the identity of the park is lost. This is a working-class neighborhood and has been since its inception. This area's most significant point of pride is this park. New thinking and new ideas about the world around us allow us the opportunity to fix something ourselves. It renews pride in ownership and curbs vandalism. Our goal is to create something fresh that helps to bridge the gap of future infrastructure development and introduces new ways of interacting with nature, more in line with modern thinking. This can be an attractive backdrop for larger gatherings and festivals happening on the park's great lawn, as well as an inviting atmosphere for those wishing to take their children to the playground. All at the same time we correct erosion and restore a healthier ecosystem. This is a piece of the puzzle not the solution. We are building connections with the DIY skatepark, now located in the old tennis courts, as well as those working to restore the Parks Historic baseball field. We are building community from the soil up.

We can place historic Liberty Park on a sustainable footing as these important features are restored and revitalized. Our hope is that the lessons we learn from this experiment can be used in all natural areas of this park and that it can be used as a reproduceable plan for other parks within the system. Success is measured through water quality testing to measure health within the stream. Success will be measured on the soil by health evaluations and removal of invasives within the target area. Volunteer participation in this project is a hallmark feature and translates into not only pride in the park but increased awareness of the challenges faced by our water system. This plan also provides proof to our younger generations that we care about the environment and are partnering with them to do something about it right in their own neighborhood, while also creating a known baseline for future generations to grapple with.

*ALTERNATIVES*  
Attachment 4

Although we have developed this site proposal with help from various organizations including the Mansfield city parks department, the Native Yard Project, and input from Sophia Sorboro, who is a biologist from Pollinator Partnership, we are, of course, open to consultations and adjustments to the design based on MWCD's good council. We are developing the plan in as fluid a way as the site will allow. Special attention was given to minimizing the disturbance of the edge of the brook to control erosion during implementation and beyond. The *overall* planting plan addresses the first foot of the edge by manual removal of the invasive plants individually and *will not* be covered by cardboard or plastic sheeting. Minimizing run off damage to the waterway during its implimentation.

This brook revitalization and capital improvement program has been divided into three sections spaced over three consecutive years. This is to allow the momentum of the program to attract the community volunteers necessary for the *project to maintain a completable* section for each year. As phase one begins implementation, discussions and development of phase two will be undertaken. As phase two begins, phase three will be developed. This allows a year lead time for input from the community regarding specifics surrounding use and amenities. This also allows for input from the MWCD and other concerned entities during the design phase. Each section of the brook contains increasing challenges based on the typography of the area being renovated. The community's experience in the process and coalescing of the core group of volunteers allows the community to take on the increasing challenges of the site. We think in this way we will end with a better and more cohesive whole than attempting to do the project all at once. This also divides funding into bite size pieces allowing *for additional* grants to be gathered for the project, along with allowing time for the skill set of the community volunteers to improve.

SELF SUSTAINING  
attachment 5

Once each section of the project is complete it will require some attention for the following year to remove new invasives within the area. This will be done through volunteer labor and will be marketed to the community as class/learning opportunities revolving around identification of arrent species and proper removal, as well as native plant division and care. We will be monitoring the water quality of the brook and creating records of the results to demonstrate the effectiveness of the program. These monitoring functions can be used as events that will help us to increase citizen participation and awareness of the complex issues surrounding water quality and land management.

A community benefit of the project is the awareness and knowledge component. We will have a fair-weather outdoor classroom space that we can use for these activities, and we can study things like, use, possible damage, and ways to improve as we move through the subsequent phases of the project. Once completed, the space should not need any monetary assistance to continue providing a native habit and should only improve with each passing year. Should the need arise to augment some problem that develops, or add additional features, the hope is that we will have developed community support to implement them.



## PARTINERSHIPS

### *Attachment 6*

As this is a community lead project the partnerships formed with more knowledgeable groups are paramount to its success. We have formed partnerships for each aspect of the plans development process and have engaged in *dialog with* biologists and city and park system officials as well as groups that have donated plant material for the project. As we are comprised of citizen volunteers, we have sought input from others as to how to proceed. These partnerships, and the groups we partner with, strengthen as the project progresses. We remain incredibly open to their suggestions and best practices. Our own experience, although set on a *learning curve*, guides us through the various aspects of the plan. We believe it is part of our mission to educate ourselves and the larger community through task management of the sight and insights collected along the way. The goal being to elevate the citizenry's knowledge of, and appreciation for, the native and natural *world around them*.

We expect this area to be a dynamic and ever-changing area of the park and as such will require input from outside groups as we progress. We *expect unforeseen* setbacks as we move through the sight and over the following years. As the need arises, we will seek the knowledge and experience of groups such as MWCD, Richland Soil and Water, as well as Pollinator Partnerships and The Native Yard Project. These alterations to the plan will be filtered through Louis Andres, Mansfield Public Works Director, Mark Abrams, Superintendent of the Mansfield City Parks and Recreation Department, and Mansfield City Council. Once all groups have voiced their opinions a plan will be formed for implementation.

We view the most important partnership for this project as the citizens themselves. Without such a partnership the project risks staying power and the proper pride in ownership of the community is put at risk. We actively seek input from local citizens and advocacy groups to form the ideas that *we need for* future phases of this project. In this way the community feels that this is being led by their efforts, and as their pride in this area increases, its value to the overall park environment will become clear.

## PLANNING Attachment 9

Mansfield City Council held a meeting in the park to gather ideas for the refurbishment of Liberty Park. After completion of the meeting, I settled on the site of the spring fed brook for our first rewilding project. This was based largely on its relative location within the park and ability to support existing infrastructure as well as a close by water source to aid in plant establishment. Initially I reached out to Kelly Neef of the Native Backyard Project and asked for her input on the plan. She joined me in establishing a group to guide the process. We approached Mark Abrams from the city Parks and Recreation Department and scheduled a walkthrough of the sight and explained our idea. After his approval to continue, the design process was begun with input from Aurelio Diaz, City Councilman for Ward 5 (relevant district of the park) as well as Sophia Sorboro, a Biologist from Pollinators Partnership. During a walkthrough, Ms. Sorboro compiled information on the proper structuring of the parameters of the site that we used. The first issue that was discussed was the removal and replacement of the existing pedestrian bridge which crosses the site and was in bad repair. Also addressed was the proper way to establish a riparian border for the spring fed brook. From that point we launched a Facebook page to gather input from the community about how they would like to see this area used. The overwhelming majority were in favor of expanding the Children's play area adjacent to the sight. There were also suggestions to repair an existing water fountain within the target location. It was determined that a space needed to be created where groups could be gathered for events related to this project as well as events for the larger park. This was achieved by incorporating the last remaining original tree along the stream edge and placing a tree ring bench around it for use by park guests and event coordinators. Those features function as brackets for the first phase of the project. An existing sidewalk that crosses the site, and contains the new pedestrian bridge, lacked a terminus following the demolition of a two-story pavilion. This walkway was used to create an alley of Native Burr Oaks to visually mark the walkway viewable from most of the park, as well as to highlight the vision of the park's founders. These legacy trees will develop as time goes by and are sure to become a much-loved planting on par with the park's witness trees and establish a continuity with past and future development. A map was then created to show the public the project area and scope of each phase of the three-year plan. Phases two and three only developed to the point that the overall space was delineated. This was deliberately vague enough to allow for input about their use before the planned start date of that phase. Once the plan was produced and sent to Mr. Abrams for inspection, we began the process of attacking volunteers to build the structures. It was determined that pre-engineered designs for the pedestrian bridge should be implemented as a cost saving feature. At the point that we are at now, the bridges design has not been chosen. But we have engaged volunteers for the other features within the park and have cleared the site.

At that point we met with Mansfield Publics Works Director, Louis Andres, to discuss the proposal. He expressed commitment to support the group and our collective plan. Indicating that Mansfield City Parks would complete removal of the existing pedestrian bridge and site preparation and excavation, as well as supplying black plastic and mulch for the project. At his instruction we agreed to alter the original plan for the west side of the stream next to the pool. As no decision has been made to either refurbish the pool or remove it, it was felt that faster growing direct seed grasses would be used. Potential removal and replacement with prairie flowers could be done gradually over time once the final grades are established.



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

This Lease is made this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between the City of Mansfield, Ohio, (hereinafter "Lessor" or "City") and GEORGE J. SCHREIBER IV, 2657 N. Springmill Road, Mansfield, Ohio 44903 (hereinafter "Lessee").

WITNESSETH:

### 1. PREMISES:

Being building known as Hangar #520 located on the City of Mansfield Lahm Airport property and further described as follows:

In the Township of Madison, County of Richland and State of Ohio and known and described as: This plot listed as building #9 on the City Engineers Plan sheet 1969 – D, Airport Layout Plan, Sheet 3 of 9, Terminal Area Plan, Figure 4-3, on file in the City of Mansfield Engineer's Office.

This plot of ground rectangular in shape approximately one hundred and thirty-five (135) feet long in an East and West direction, and approximately one hundred and ten (110) feet wide in a North and South direction, with its Western Boundary located in a line midway between Lessee's present building structure and the present building structure adjacent to the West; and with its Southern boundary located parallel to and approximately fifty (50) feet north of the former "Runway 9-27" (now used as taxiway), with above described plot of ground containing 14,850 square feet, more or less.

Property Address: 2000 Harrington Memorial Road, Mansfield, OH 44903 (Hangar 520)

### 2. TERM:

The initial term of this Lease shall be for a period of ten (10) years beginning **March 1, 2024**, and continuing through **February 28, 2034**.

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

### 3. RENT:

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

### 4. 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.

#### 5. 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.

#### 6. 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.

#### 7. PUBLIC AIRPORT FACILITIES:

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

#### 8. USE OF AIRPORT FACILITIES:

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

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

#### 9. MAINTENANCE-ALTERATIONS:

Lessee shall, at its own expense:

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

#### 10. 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.

#### 11. 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.

#### 12. 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.

#### 13. 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.

**14. DEFAULT:**

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

**15. SUBORDINATION:**

(a) State and Federal Law. This Lease is subject to all provisions and conditions of any existing or future agreements by the Lessor with the Federal Aviation Administration and with the Ohio Department of Transportation, Office of 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.

**16. 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.

**17. ASSIGNMENT:**

Lessee shall have the privilege of assignment of this Lease Agreement, upon advance written notice to the Lessor and written consent from Lessor. The Lessor shall not unreasonably withhold consent. The notice to Lessor shall set forth the name, address and nature of the business of the proposed assignee. If no written objection from the Lessor is received by Lessee within twenty (20) days after said notice then the assignment shall be presumed to be approved by Lessor.

**18. 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.

#### 19. NON-WAIVER:

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

#### 20. 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: **George Schreiber, IV**  
2657 N Springmill Rd  
Mansfield, OH 44903

#### 21. 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.

**22. 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.

**23. 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.

(SIGNATURE PAGE TO FOLLOW)

CITY OF MANSFIELD (Lessor)

BY: \_\_\_\_\_  
Louis Andres, Public Works Director

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Roeliff E. Harper, Law Director

STATE OF OHIO                    )  
  ) ss.  
COUNTY OF RICHLAND        )

On this \_\_\_ day of \_\_\_\_\_, 20\_\_ before me, a Notary Public in and for said County and State, came the City of Mansfield, Ohio, by Louis Andres, 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. # \_\_-\_\_). No oath or affirmation was administered pursuant to the notarial act.

\_\_\_\_\_  
Notary Public



BY: \_\_\_\_\_  
George Schreiber, IV

STATE OF OHIO            )  
                                  ) ss.  
COUNTY OF RICHLAND    )

On this \_\_\_ day of \_\_\_\_\_, 20\_\_ before me, a Notary Public in and for said County and State, came GEORGE SCHREIBER, IV, who acknowledged the execution of the foregoing Lease to be their voluntary and free act and deed. No oath or affirmation was administered pursuant to the notarial act.

\_\_\_\_\_  
Notary Public

**SCHEDULE A**



<b>Name &amp; Address of Lessee</b>	<b>Customer Name &amp; Number</b>	<b>Lease Terms</b>
George J. Schreiber IV 2657 N Springmill Rd Mansfield, OH 44903	# 1031 Hanger 520  Email <a href="mailto:schreibgj@yahoo.com">schreibgj@yahoo.com</a> Phone 716.969.0046	03/01/2024 - 2/28/2034

Payment Due Date	Total Amount Due		Square Footage Price	Square Footage
March 1, 2024	\$ 985.26		0.06634755	14,850
March 1, 2025	\$ 1,000.04		0.06734277	14,850
March 1, 2026	\$ 1,015.04		0.06835291	14,850
March 1, 2027	\$ 1,030.27		0.06937820	14,850
March 1, 2028	\$ 1,045.72		0.07041887	14,850
March 1, 2029	\$ 1,061.41		0.07147516	14,850
March 1, 2030	\$ 1,077.33		0.07254728	14,850
March 1, 2031	\$ 1,093.49		0.07363549	14,850
March 1, 2032	\$ 1,109.89		0.07474003	14,850
March 1, 2033	\$ 1,126.54		0.07586113	14,850
March 1, 2034	\$ 1,143.44		0.07699904	14,850



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

This Lease is made this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between the City of Mansfield, Ohio, (hereinafter "Lessor" or "City") and HARLAN ENTERPRISES, 3200 Peterson Road, Mansfield, Ohio 44903 (hereinafter "Lessee").

WITNESSETH:

**1. PREMISES:**

Being building known as Hangar #523 located on the City of Mansfield Lahm Airport property and further described as follows:

Lot # 57: Being a part of the northwest quarter of Section 3, Madison Township, Richland County, State of Ohio and also known as Lot Number 57 of land owned by the City of Mansfield, Ohio and being more particularly described as follows:

Beginning at a point located 1384.70 feet east of the center line of Harrington Memorial Road, said center line being also the west line of Section 3 and 50 feet south the south edge of the access ramp (formerly called Runway 9-27);

Thence southerly and parallel to the west line of Section 3 a distance of 100 feet;

Thence easterly parallel to and 150 feet south of the south edge of said access ramp a distance of 150 feet;

Thence northerly and parallel to and 50 feet south of the south edge of said access ramp a distance of 100 feet to the place of beginning, containing 0.344 acre of land

LOT #58: Being a part of the northwest quarter of Section 3, Madison Township, Richland County, State of Ohio and also known as Lot Number 58 of land owned by the City of Mansfield, Ohio and being more particularly described as follows:

Commencing at a point located 1384.70 feet east of the center line of Harrington Memorial Road, said center line being also the west line of Section 3 and 50 feet south of the south edge of the access ramp (formerly known as Runway 9-27); thence Southerly and parallel to the west line of Section 3 a distance of 100 feet to the place of beginning;

Thence continuing southerly and parallel to the west line of Section 3 a distance of 100 feet;

thence easterly parallel to and 250 feet south of the south edge of said access ramp a distance of 150 feet;

thence northerly and parallel to the east line of Section 3 a distance of 100 feet;

thence westerly parallel to and 150 feet south of the south edge of said access ramp a distance of 150 feet to the place of beginning, containing 0.344 acre of land.

Property Address: 2000 Harrington Memorial Road, Mansfield, OH 44903 (Hangar 520)

**2. TERM:**

The initial term of this Lease shall be for a period of ten (10) years beginning **March 1, 2024**, and continuing through **February 28, 2034**.

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

**3. RENT:**

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

**4. 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.

**5. 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.

**6. 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.

**7. PUBLIC AIRPORT FACILITIES:**

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



airport's certification under FAR Part 139, Part 77, and all applicable FAA Advisory Circulars pertaining to airport operations.

#### 8. USE OF AIRPORT FACILITIES:

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

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

#### 9. MAINTENANCE-ALTERATIONS:

Lessee shall, at its own expense:

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

#### 10. 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.

#### 11. 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.

#### 12. 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.

### 13. 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.

### 14. DEFAULT:

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

### 15. SUBORDINATION:

(a) State and Federal Law. This Lease is subject to all provisions and conditions of any existing or future agreements by the Lessor with the Federal Aviation Administration and with the Ohio Department of Transportation, Office of 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.

**16. 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.

**17. ASSIGNMENT:**

Lessee shall have the privilege of assignment of this Lease Agreement, upon advance written notice to the Lessor and written consent from Lessor. The Lessor shall not unreasonably withhold consent. The notice to Lessor shall set forth the name, address and nature of the business of the proposed assignee. If no written objection from the Lessor is received by Lessee within twenty (20) days after said notice then the assignment shall be presumed to be approved by Lessor.

**18. 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.

**19. NON-WAIVER:**

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

**20. 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: **Harlan Enterprises**  
3200 Peterson Rd  
Mansfield, OH 44903

**21. 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.

**22. 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.

**23. 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.

(SIGNATURE PAGE TO FOLLOW)

CITY OF MANSFIELD (Lessor)

BY: \_\_\_\_\_  
Louis Andres, Public Works Director

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Roeliff E. Harper, Law Director

STATE OF OHIO                    )  
  ) ss.  
COUNTY OF RICHLAND        )

On this \_\_\_ day of \_\_\_\_\_, 20\_\_ before me, a Notary Public in and for said County and State, came the City of Mansfield, Ohio, by Louis Andres, 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. # \_\_\_ - \_\_\_). No oath or affirmation was administered pursuant to the notarial act.

\_\_\_\_\_  
Notary Public

BY: \_\_\_\_\_  
Harlan Enterprises

STATE OF OHIO            )  
                                  ) ss.  
COUNTY OF RICHLAND    )

On this \_\_\_ day of \_\_\_\_\_, 20\_\_ before me, a Notary Public in and for said County and State, came Harlan Enterprises, who acknowledged the execution of the foregoing Lease to be their voluntary and free act and deed. No oath or affirmation was administered pursuant to the notarial act.

\_\_\_\_\_  
Notary Public





Schedule "A"

**Name & Address of Lessee                      Customer Name & Number                      Lease Terms**

Harlan Enterprises  
3200 Peterson Rd  
Mansfield, OH 44901

# 1032 Hanger 523

3/1/2024 - 2/28/2034

[Jeff.Gorman@GormanRupp.com](mailto:Jeff.Gorman@GormanRupp.com)

Direct Office: 419-755-1353

Cell:419-512-3963

Payment Due Date	Total Amount Due		Square Footage Price	Square Footage
March 1, 2024	\$ 1,990.43		0.06634755	30,000
March 1, 2025	\$ 2,020.28		0.06734277	30,000
March 1, 2026	\$ 2,050.59		0.06835291	30,000
March 1, 2027	\$ 2,081.35		0.06937820	30,000
March 1, 2028	\$ 2,112.57		0.07041887	30,000
March 1, 2029	\$ 2,144.25		0.07147516	30,000
March 1, 2030	\$ 2,176.42		0.07254728	30,000
March 1, 2031	\$ 2,209.06		0.07363549	30,000
March 1, 2032	\$ 2,242.20		0.07474003	30,000
March 1, 2033	\$ 2,275.83		0.07586113	30,000
March 1, 2034	\$ 2,309.97		0.07699904	30,000

Note: This consists of two lots and one building



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

This Lease is made this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between the City of Mansfield, Ohio, (hereinafter "Lessor" or "City") and RH Phillips Trucking, Inc., an Ohio corporation, of P.O. Box 125, Shelby, Ohio 44875 (hereinafter "Lessee").

WITNESSETH:

### **1. PREMISES:**

The Lessor hereby leases to the Lessee the following described premises, known as Hangar 524 and being part of the City's Mansfield Lahm Reginal Airport property, Richland County, Ohio, to wit:

Lot H & I, the location/layout of which is shown on Exhibit "A" attached hereto and made a part hereof.

Property Address: 2000 Harrington Memorial Road, Mansfield, OH 44903 (Hangar 524)

### **2. TERM:**

The initial term of this Lease shall be for a period of ten (10) years beginning **June 1, 2024**, and continuing through **May 31, 2034**.

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

### **3. RENT:**

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

### **4. 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.

#### 5. 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.

#### 6. 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.

#### 7. PUBLIC AIRPORT FACILITIES:

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

#### 8. USE OF AIRPORT FACILITIES:

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

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

#### 9. MAINTENANCE-ALTERATIONS:

Lessee shall, at its own expense:

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

#### 10. 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.

#### 11. 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.

#### 12. 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.

#### 13. 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.

#### 14. DEFAULT:

Lessee agrees that if any payment of rent or taxes is past due more than sixty (60) days, the Lessor may elect to declare this Lease terminated, in which event, Lessee upon written notice given it shall surrender possession of the premises peacefully to the City, unless it pays said amount due within said sixty (60) day

period. If Lessee defaults in any other covenant or condition herein contained and shall continue in such default for a period of ninety (90) days after written notice from the Lessor, Lessor shall have the right to declare this Lease forfeited and upon written notice thereof the Lessee shall surrender peacefully possession of the leased premises. Notwithstanding anything to the contrary contained in this Lease, in the event this Lease is terminated for any reason whatsoever, Lessee may, at Lessee's option, remove all improvements above ground level within a reasonable time after such termination.

#### 15. SUBORDINATION:

(a) State and Federal Law. This Lease is subject to all provisions and conditions of any existing or future agreements by the Lessor with the Federal Aviation Administration and with the Ohio Department of Transportation, Office of 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.

#### 16. 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.

#### 17. ASSIGNMENT:

Lessee shall have the privilege of assignment of this Lease Agreement, upon advance written notice to the Lessor and written consent from Lessor. The Lessor shall not unreasonably withhold consent. The notice to Lessor shall set forth the name, address and nature of the business of the proposed assignee. If no written objection from the Lessor is received by Lessee within twenty (20) days after said notice then the assignment shall be presumed to be approved by Lessor.

#### 18. 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.

#### 19. NON-WAIVER:

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

#### 20. NOTICES:

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

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

To: RH Phillips Trucking, Inc., an Ohio corporation  
PO BOX 125  
Shelby, Ohio 44875

#### 21. 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.

#### 22. 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.

#### 23. 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.

(SIGNATURE PAGE TO FOLLOW)

CITY OF MANSFIELD (Lessor)

BY: \_\_\_\_\_  
Louis Andres, Public Works Director

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Roeliff E. Harper, Law Director

STATE OF OHIO                    )  
  ) ss.  
COUNTY OF RICHLAND        )

On this \_\_\_ day of \_\_\_\_\_, 20\_\_ before me, a Notary Public in and for said County and State, came the City of Mansfield, Ohio, by Louis Andres, 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. # \_\_\_ - \_\_\_). No oath or affirmation was administered pursuant to the notarial act.

\_\_\_\_\_  
Notary Public

RH Phillips Trucking, Inc., an Ohio corporation

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF OHIO                    )  
  ) ss.  
COUNTY OF RICHLAND        )

On this \_\_\_ day of \_\_\_\_\_, 20\_\_ before me, a Notary Public in and for said County and State, came \_\_\_\_\_, the \_\_\_\_\_ of RH Phillips Trucking, Inc., an Ohio corporation, on behalf of said corporation, who acknowledged the execution of the foregoing Lease to be their voluntary and free act and deed. No oath or affirmation was administered pursuant to the notarial act.

\_\_\_\_\_  
Notary Public



Schedule "B"

**Name & Address of Lessee**

**Customer Name & Number**

**Lease Terms**

RH Phillips Trucking Inc  
PO Box 125  
Shelby, OH 44875

# 1033 Hanger 524

06/01/24 - 5/31/2034

Payment Due Date	Total Amount Due		Square Footage Price	Square Footage
June 1, 2024	\$ 1,988.37		0.06634755	29,969
June 1, 2025	\$ 2,018.20		0.06734277	29,969
June 1, 2026	\$ 2,048.47		0.06835291	29,969
June 1, 2027	\$ 2,079.20		0.06937820	29,969
June 1, 2028	\$ 2,110.38		0.07041887	29,969
June 1, 2029	\$ 2,142.04		0.07147516	29,969
June 1, 2030	\$ 2,174.17		0.07254728	29,969
June 1, 2031	\$ 2,206.78		0.07363549	29,969
June 1, 2032	\$ 2,239.88		0.07474003	29,969
June 1, 2033	\$ 2,273.48		0.07586113	29,969
June 1, 2034	\$ 2,307.58		0.07699904	29,969

Note: This consists of two lots and one building





BILL #24-109

ORDINANCE # 24-110

BY: MR. DIAZ


Authorizing the Public Works Director to enter into a lease with Douglas James Schumer for real estate known as Hangar 529 at the Mansfield Lahm Airport, and declaring an emergency.

**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 execute on behalf of the City of Mansfield a lease with Douglas James Schumer of 240 West Cook Road, Mansfield, Ohio 44907, for real estate known as Hangar 529 at the Mansfield Lahm Airport, substantially in accordance with a proposed copy of said lease, as attached hereto as Exhibit A and made a part hereof.

SECTION 2. That by reason of the immediate necessity for timely entering into the lease for said property at the earliest possible time, this measure is determined to be an emergency ordinance for the immediate preservation of the public peace, health, safety and welfare of the City of Mansfield and its inhabitants and providing it receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect be in force immediately upon its adoption, otherwise from and after the earliest time allowed by law, after its passage and approval by the Mayor.

Caucus	<u>18 June 2024</u>
1 <sup>st</sup> Reading	<u>18 June 2024</u>
2 <sup>nd</sup> Reading	<u>18 June 2024</u>
PASSED	<u>18 June 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

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

This Lease is made this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between the City of Mansfield, Ohio, (hereinafter "Lessor" or "City") and Douglas James Schumer, of 240 West Cook Road, Mansfield, Ohio 44907 (hereinafter "Lessee").

WITNESSETH:

### **1. PREMISES:**

The Lessor hereby leases to the Lessee the following described premises, known as Hangar 529 and being part of the City's Mansfield Lahm Airport property, Richland County, Ohio, to wit:

Situated in the Northwest Quarter of Section 3, Madison Township, Richland County, State of Ohio on land owned by the City of Mansfield, Ohio; the same being more particularly described as follows: Commencing at a point 934.7 feet east of the centerline of Harrington Memorial Road, said centerline being also the west line of Section 3, and 50 feet south of the south edge of the access ramp (formerly known as Runway 9-27); thence southerly parallel to the centerline of Harrington Memorial Road (west line of Section 3), 200 feet to the place of beginning; thence continuing southerly and parallel to the centerline of Harrington Memorial Road (west line of Section 3), 150 feet, thence easterly parallel to and 400 feet south of the south edge of the access ramp (formerly known as Runway 9-27), 150 feet; thence northerly and parallel to the centerline of Harrington Memorial Road (west line of Section 3), 150 feet; thence westerly parallel to and 250 feet south of the south edge of the access ramp (formerly known as Runway 9-27), 150 feet to the place of beginning; the same containing 0.517 acres (22,500 square feet) of land more or less.

Permanent Parcel # 028-90-118-09-013

Property Address: 2000 Harrington Memorial Road, Mansfield, OH 44903 (Hangar 529)

### **2. TERM:**

The initial term of this Lease shall be for a period of ten (10) years beginning **June 1, 2024**, and continuing through **May 31, 2034**.

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

### **3. RENT:**

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

### **4. 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.

#### 5. 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.

#### 6. 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.

#### 7. PUBLIC AIRPORT FACILITIES:

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

#### 8. USE OF AIRPORT FACILITIES:

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

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

#### 9. MAINTENANCE-ALTERATIONS:

Lessee shall, at its own expense:

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

- (d) Maintain in good usable condition the 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.

#### 10. 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.

#### 11. 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.

#### 12. 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.

#### 13. INDEMNIFICATION AND INSURANCE:

(a) The Lessee agrees to indemnify and save harmless the Lessor from any and all losses, claims, demands, actions, costs or expenses that may proximately result to the Lessor from any act or omission on the part of the Lessee.

(b) During the term of the Lease, Lessee shall maintain, at Lessee's expense, public (not excluding the Lessor) liability insurance against claims or liability for personal injury, death and property damage arising from the use of the leased premises and adjoining areas. The insurance shall be carried with insurance companies authorized to transact business in Ohio and shall be in an amount no less than \$500,000 for property damage and no less than \$500,000 for injury or death to any one person and \$1,000,000 for any one accident. Such insurance shall be maintained for the mutual benefit of the Lessee and the Lessor, its agents and employees, and shall name the Lessee and Lessor as insureds. Lessor reserves the right to increase such insurance requirements, if required by rules and regulations of the airport adopted by Mansfield City Council, but such an increase may only be made effective on the starting date of one or more renewal terms hereunder and, further, provided that if any such increase raises any one or more coverage limit by more than 20% over the then existing limit, the Lessee may elect to terminate this Lease as provided for in paragraph 18.

(c) Lessee shall be responsible for maintaining its own insurance on all buildings and other improvements on the leased premises together with the contents therein.

(d) Lessee shall furnish Lessor with certificates of all insurance required hereunder which certificates and the underlying policies shall include a provision that coverages will not be canceled or materially changed without at least ten (10) days prior written notice to Lessor.

(e) In the event the improvements on the Lease Premises are destroyed or are damaged in excess of fifty percent (50%) of total property value due to any cause, the Lessee may, at its own expense, repair, restore or replace the destroyed property if Lessee deems it practical or advisable to do so, and this Lease shall continue in full force and effect without abatement of reduction in rent. If Lessee deems it impractical or

inadvisable to repair, restore or replace the destroyed or damaged improvements, this Lease shall terminate on ninety (90) days written notice to Lessor. If so terminated, Lessee at request of Lessor shall remove the damaged improvements and debris and restore the surface to its approximate original condition, and Lessee shall be entitled only to reimbursement of any rental paid in advance for the unexpired portion of the Lease term.

**14. DEFAULT:**

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

**15. SUBORDINATION:**

(a) State and Federal Law. This Lease is subject to all provisions and conditions of any existing or future agreements by the Lessor with the Federal Aviation Administration and with the Ohio Department of Transportation, Office of 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.

**16. 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.

**17. ASSIGNMENT:**

Lessee shall have the privilege of assignment of this Lease Agreement, upon advance written notice to the Lessor and written consent from Lessor. The Lessor shall not unreasonably withhold consent. The notice to Lessor shall set forth the name, address and nature of the business of the proposed assignee. If no written objection from the Lessor is received by Lessee within twenty (20) days after said notice then the assignment shall be presumed to be approved by Lessor.

**18. 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.

#### 19. NON-WAIVER:

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

#### 20. NOTICES:

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

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

To: Douglas James Schumer  
  
240 West Cook Road  
Mansfield, Ohio 44907



**21. 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.

**22. 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.

**23. 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.

(SIGNATURE PAGE TO FOLLOW)

CITY OF MANSFIELD (Lessor)

BY: \_\_\_\_\_  
Louis Andres, Public Works Director

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Roeliff E. Harper, Law Director

STATE OF OHIO                    )  
  ) ss.  
COUNTY OF RICHLAND        )

On this \_\_\_ day of \_\_\_\_\_, 20\_\_ before me, a Notary Public in and for said County and State, came the City of Mansfield, Ohio, by Louis Andres, 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. # \_\_ - \_\_). No oath or affirmation was administered pursuant to the notarial act.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
**Douglas James Schumer**

STATE OF OHIO            )  
                                  ) ss.  
COUNTY OF RICHLAND    )

On this \_\_\_ day of \_\_\_\_\_, 20\_\_ before me, a Notary Public in and for said County and State, came Douglas James Schumer, who acknowledged the execution of the foregoing Lease to be their voluntary and free act and deed. No oath or affirmation was administered pursuant to the notarial act.

\_\_\_\_\_  
Notary Public

**SCHEDULE A**



<b>Name &amp; Address of Lessee</b>	<b>Customer Name &amp; Number</b>	<b>Lease Terms</b>
Douglas James Schumer 240 West Cook Rd Mansfield, OH 44907	# 1060 Hanger 529  Phone 419.565.7202 Email <a href="mailto:schumer@revisioneyes.com">schumer@revisioneyes.com</a>	6/1/2024 - 05/31/34

<b>Payment Due Date</b>	<b>Total Amount Due</b>		<b>Square Footage Price</b>	<b>Square Footage</b>
June 1, 2024	\$ 1,353.49		0.06634755	20,400
June 1, 2025	\$ 1,373.79		0.06734277	20,400
June 1, 2026	\$ 1,394.40		0.06835291	20,400
June 1, 2027	\$ 1,415.32		0.06937820	20,400
June 1, 2028	\$ 1,436.54		0.07041887	20,400
June 1, 2029	\$ 1,458.09		0.07147516	20,400
June 1, 2030	\$ 1,479.96		0.07254728	20,400
June 1, 2031	\$ 1,502.16		0.07363549	20,400
June 1, 2032	\$ 1,524.70		0.07474003	20,400
June 1, 2033	\$ 1,547.57		0.07586113	20,400
June 1, 2034	\$ 1,570.78		0.07699904	20,400



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

This Lease is made this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between the City of Mansfield, Ohio, (hereinafter "Lessor" or "City") and CHANDLER LEASING INC., an Ohio corporation, of c/o 710 Orange Street, Ashland, Ohio 44805 (hereinafter "Lessee").

WITNESSETH:

### 1. PREMISES:

The Lessor hereby leases to the Lessee the following described premises, known as Hangar 531 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 on land owned by the City of Mansfield, Ohio; the same being more particularly described as follows:

Commencing at a point 934.7 feet east of the centerline of Harrington Memorial Road, 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) 320 feet to the place of beginning;

Thence continuing southerly and parallel to the centerline of Harrington Memorial Road (west line of Section 3), 170 feet; then easterly parallel to and 540 feet south of the south edge of the Taxiway N (formerly known as Runway 9-27); 150 feet; then northerly and parallel to the centerline of Harrington Memorial Road (west line of Section 3) 170 feet; thence westerly parallel to and 370 feet south of the south edge of Taxiway N (formerly known as Runway 9-27). 150 feet to the place of beginning; the same containing 0.5854 acres (25,500 sq. ft.) of land, more or less.

Property Address: 2000 Harrington Memorial Road, Mansfield, OH 44903 (Hangar 531)

### 2. TERM:

The initial term of this Lease shall be for a period of ten (10) years beginning **March 1, 2024**, and continuing through **February 28, 2034**.

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

### 3. RENT:

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

### 4. 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.

#### 5. 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.

#### 6. 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.

#### 7. PUBLIC AIRPORT FACILITIES:

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

#### 8. USE OF AIRPORT FACILITIES:

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

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

#### 9. MAINTENANCE-ALTERATIONS:

Lessee shall, at its own expense:

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

schedule or equivalent; Lessee shall comply with FAA Advisory Circular 150/5200-33 or most current guidance on hazardous wildlife attractants on or near airports.

(c) Perform snow removal, grass mowing/trimming and building security for the leased premises as reasonably required for Lessee's use and enjoyment of the premises;

(d) Maintain in good usable condition the 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.

#### 10. 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.

#### 11. 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.

#### 12. 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.

#### 13. INDEMNIFICATION AND INSURANCE:

(a) The Lessee agrees to indemnify and save harmless the Lessor from any and all losses, claims, demands, actions, costs or expenses that may proximately result to the Lessor from any act or omission on the part of the Lessee.

(b) During the term of the Lease, Lessee shall maintain, at Lessee's expense, public (not excluding the Lessor) liability insurance against claims or liability for personal injury, death and property damage arising from the use of the leased premises and adjoining areas. The insurance shall be carried with insurance companies authorized to transact business in Ohio and shall be in an amount no less than \$500,000 for property damage and no less than \$500,000 for injury or death to any one person and \$1,000,000 for any one accident. Such insurance shall be maintained for the mutual benefit of the Lessee and the Lessor, its agents and employees, and shall name the Lessee and Lessor as insureds. Lessor reserves the right to increase such insurance requirements, if required by rules and regulations of the airport adopted by Mansfield City Council, but such an increase may only be made effective on the starting date of one or more renewal terms hereunder and, further, provided that if any such increase raises any one or more coverage limit by more than 20% over the then existing limit, the Lessee may elect to terminate this Lease as provided for in paragraph 18.

(c) Lessee shall be responsible for maintaining its own insurance on all buildings and other improvements on the leased premises together with the contents therein.

(d) Lessee shall furnish Lessor with certificates of all insurance required hereunder which certificates and the underlying policies shall include a provision that coverages will not be canceled or materially changed without at least ten (10) days prior written notice to Lessor.

(e) In the event the improvements on the Lease Premises are destroyed or are damaged in excess of fifty percent (50%) of total property value due to any cause, the Lessee may, at its own expense, repair, restore or replace the destroyed property if Lessee deems it practical or advisable to do so, and this Lease shall continue in full force and effect without abatement of reduction in rent. If Lessee deems it impractical or inadvisable to repair, restore or replace the destroyed or damaged improvements, this Lease shall terminate on ninety (90) days written notice to Lessor. If so terminated, Lessee at request of Lessor shall remove the damaged improvements and debris and restore the surface to its approximate original condition, and Lessee shall be entitled only to reimbursement of any rental paid in advance for the unexpired portion of the Lease term.

#### 14. DEFAULT:

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

#### 15. SUBORDINATION:

(a) State and Federal Law. This Lease is subject to all provisions and conditions of any existing or future agreements by the Lessor with the Federal Aviation Administration and with the Ohio Department of Transportation, Office of 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.

#### 16. 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.

#### 17. ASSIGNMENT:

Lessee shall have the privilege of assignment of this Lease Agreement, upon advance written notice to the Lessor and written consent from Lessor. The Lessor shall not unreasonably withhold consent. The notice to Lessor shall set forth the name, address and nature of the business of the proposed assignee. If no written objection from the Lessor is received by Lessee within twenty (20) days after said notice then the assignment shall be presumed to be approved by Lessor.

#### 18. 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.

#### 19. NON-WAIVER:

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

#### 20. 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: **Chandler Leasing, Inc.,**  
**an Ohio corporation**  
c/o 710 Orange Street  
Ashland, Ohio 44805



**21. 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.

**22. 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.

**23. 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.

(SIGNATURE PAGE TO FOLLOW)

CITY OF MANSFIELD (Lessor)

BY: \_\_\_\_\_  
Louis Andres, Public Works Director

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Roeliff E. Harper, Law Director

STATE OF OHIO                    )  
  ) ss.  
COUNTY OF RICHLAND        )

On this \_\_\_ day of \_\_\_\_\_, 20\_\_ before me, a Notary Public in and for said County and State, came the City of Mansfield, Ohio, by Louis Andres, 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. #\_\_-\_\_). No oath or affirmation was administered pursuant to the notarial act.

\_\_\_\_\_  
Notary Public



**CHANDLER LEASING, INC., an Ohio corporation**

BY: \_\_\_\_\_

Print Name: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF OHIO                    )  
  ) ss.  
COUNTY OF RICHLAND        )

On this \_\_\_ day of \_\_\_\_\_, 20\_\_ before me, a Notary Public in and for said County and State, came \_\_\_\_\_, the \_\_\_\_\_ of CHANDLER LEASING, INC., an Ohio corporation, who acknowledged the execution of the foregoing Lease to be their voluntary and free act and deed. No oath or affirmation was administered pursuant to the notarial act.

\_\_\_\_\_  
Notary Public

**SCHEDULE A**



**Name & Address of Lessee**

Chandler Leasing Inc  
710 Orange St  
Ashland, OH 44805

**Customer Name & Number**

# 1057 Hanger 531

Phone: 419-651-9704

Email: [wchandler@chandlerystemsinc.com](mailto:wchandler@chandlerystemsinc.com)

**Lease Terms**

03/01/2024-02/28/2034

<b>Payment Due Date</b>	<b>Total Amount Due</b>		<b>Square Footage Price</b>	<b>Square Footage</b>
March 1, 2024	\$ 1,691.86		0.06634755	25,500
March 1, 2025	\$ 1,717.24		0.06734277	25,500
March 1, 2026	\$ 1,743.00		0.06835291	25,500
March 1, 2027	\$ 1,769.14		0.06937820	25,500
March 1, 2028	\$ 1,795.68		0.07041887	25,500
March 1, 2029	\$ 1,822.62		0.07147516	25,500
March 1, 2030	\$ 1,849.96		0.07254728	25,500
March 1, 2031	\$ 1,877.70		0.07363549	25,500
March 1, 2032	\$ 1,905.87		0.07474003	25,500
March 1, 2033	\$ 1,934.46		0.07586113	25,500
March 1, 2034	\$ 1,963.48		0.07699904	25,500

BILL #24-111 \*Amended

ORDINANCE # 24-112

BY: MS. ZADER

Authorizing the expenditure of up to Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00), less the administrative expenses incurred by the City, to Frelinda, LLC from the Grant Fund (#224) for the development of 25-29 East Third Street (Lot # 2501) as part of the Downtown Development Incentive Program, and declaring an emergency.

**WHEREAS**, pursuant to Ordinance #22-081, passed by Council on June 21, 2022, Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00) of a grant received from the Richland County Foundation was accepted for the purpose of the Downtown Development Incentive Program, and

**WHEREAS**, the goal of the Downtown Development Incentive Program is to encourage the redevelopment of existing properties, the development of new properties, and, most importantly, increase residential opportunities in downtown Mansfield.

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

**SECTION 1.** This City Council does hereby approve the expenditure of an amount not to exceed Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00) less administrative expenses incurred by the city.

**SECTION 2.** The expenditure, as set forth in Section 1 hereof, shall be paid from the Grant Fund (#224) Community Development Grant (224.65.30) Contractual Services Classification.

**SECTION 3.** That by reason for the immediate necessity to start the Downtown Development Incentive Program. 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, 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>18 June 2024</u>
1 <sup>st</sup> Reading	<u>18 June 2024</u>
2 <sup>nd</sup> Reading	<u>                    </u>
PASSED	<u>18 June 2024</u>

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









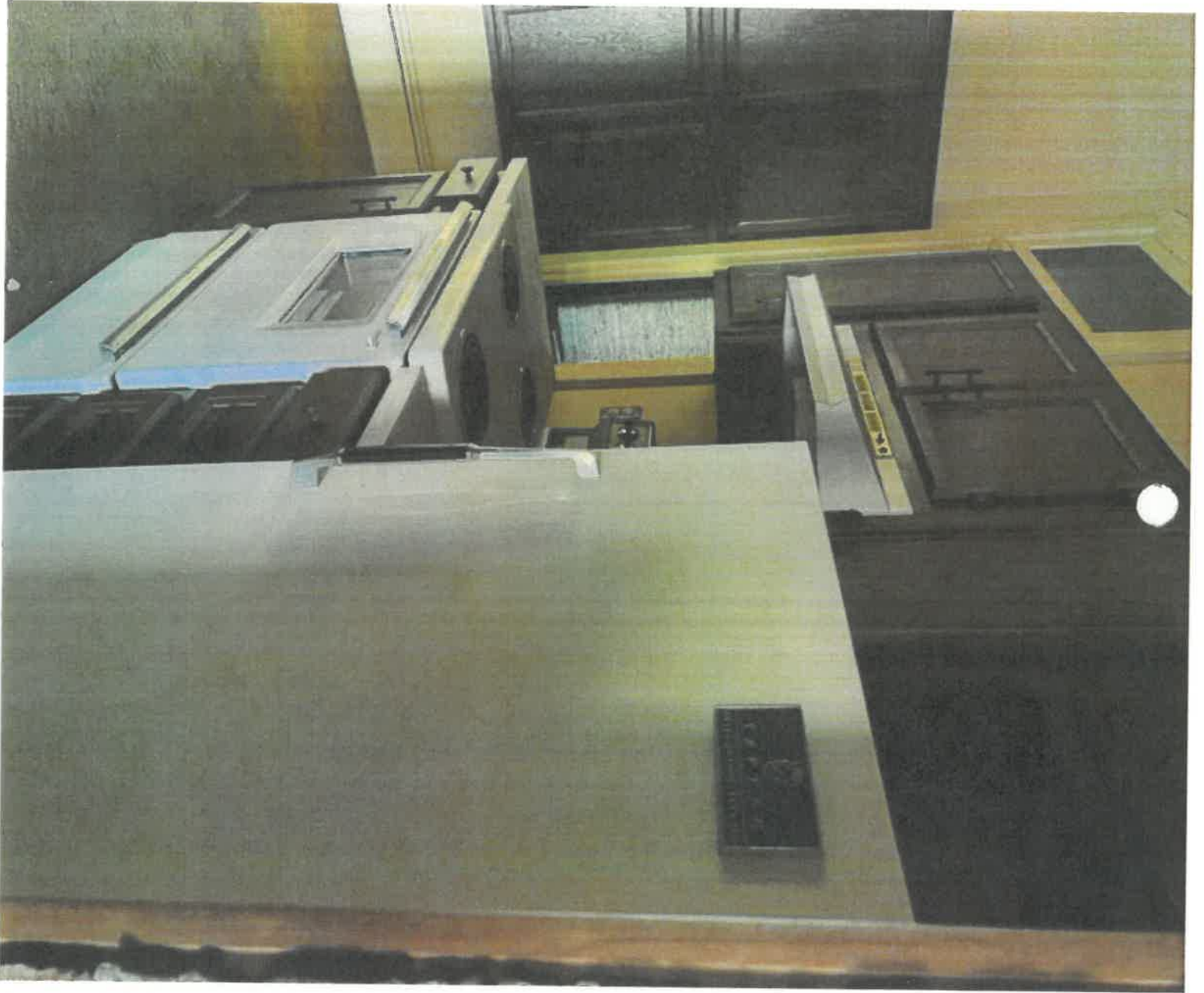




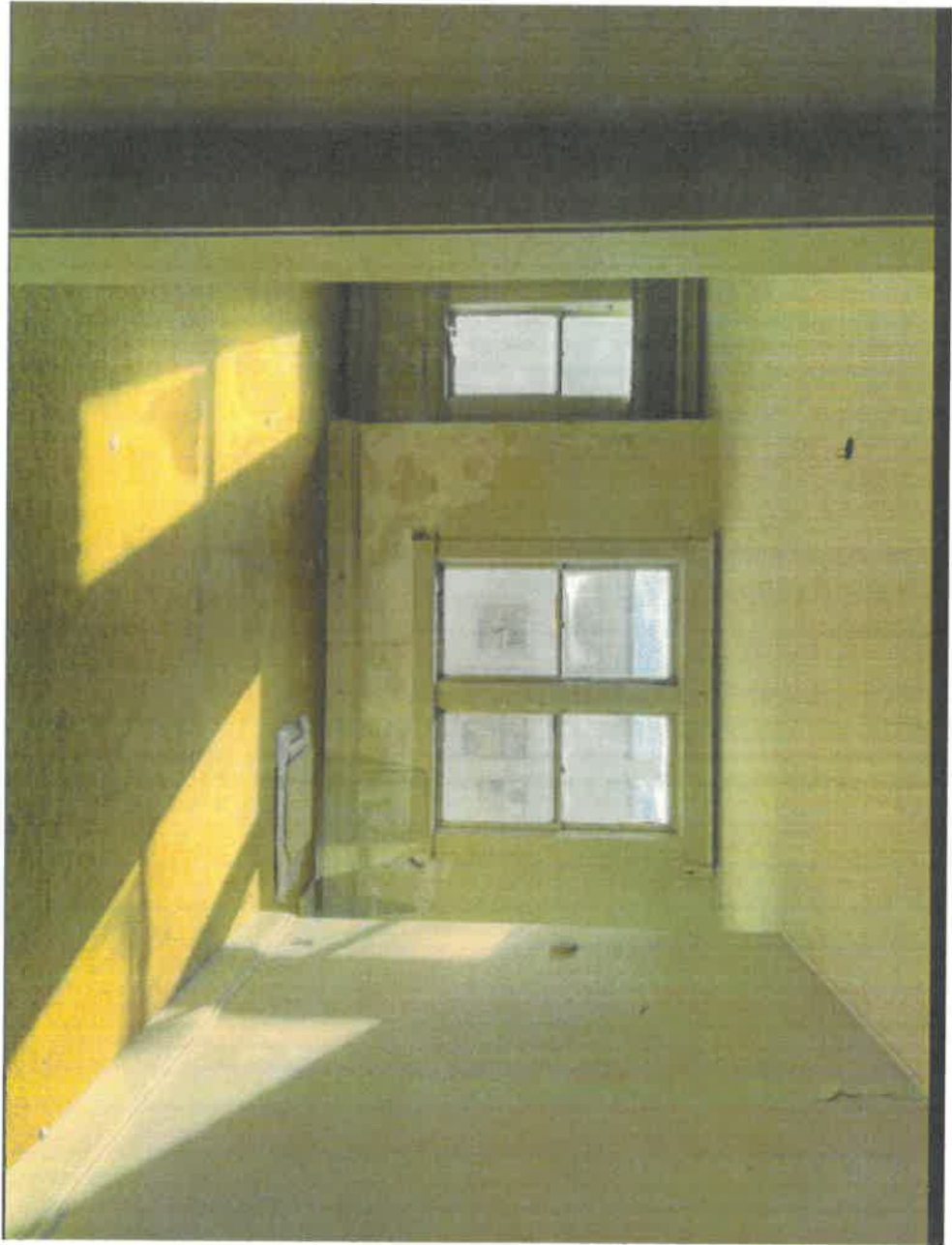




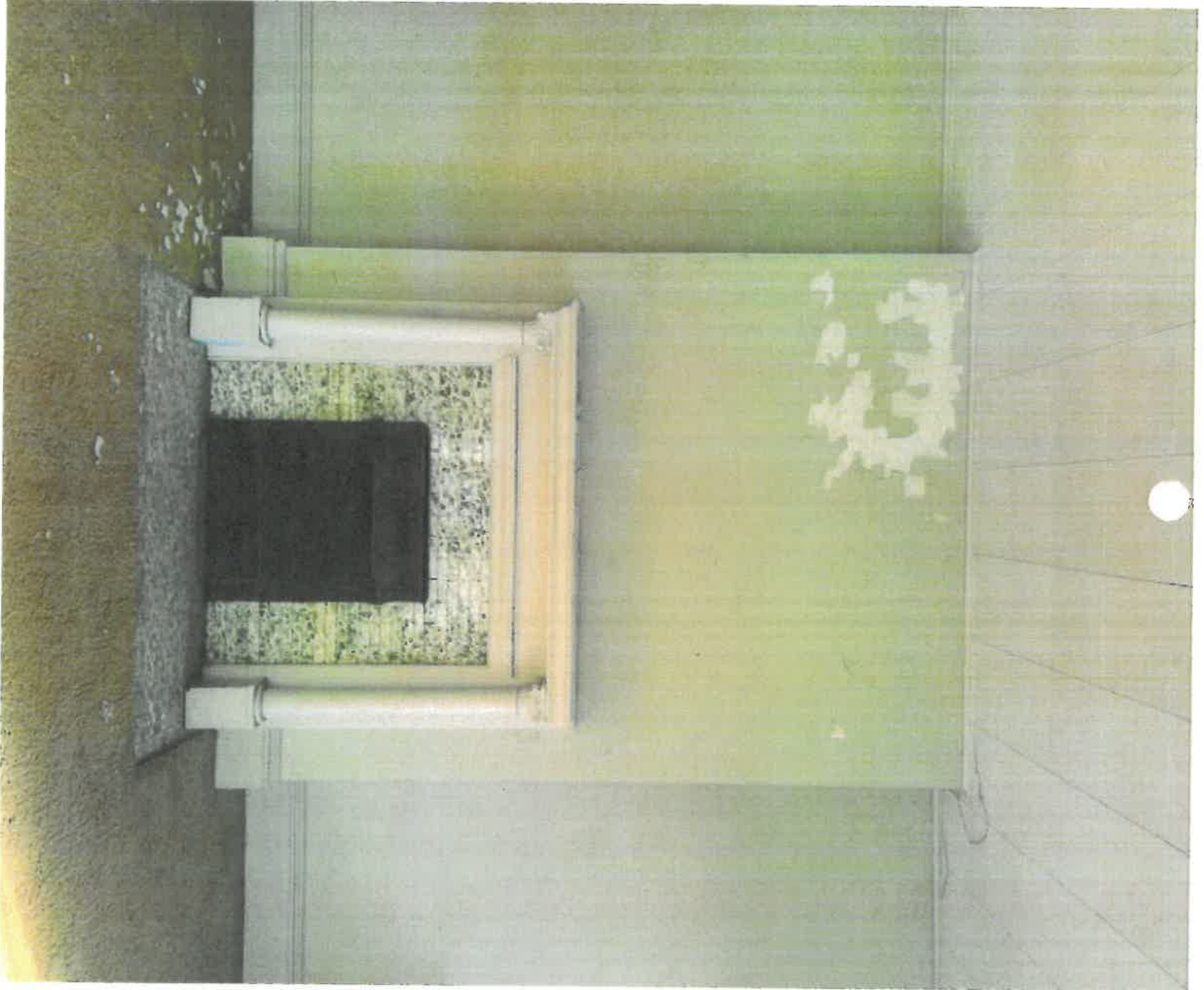






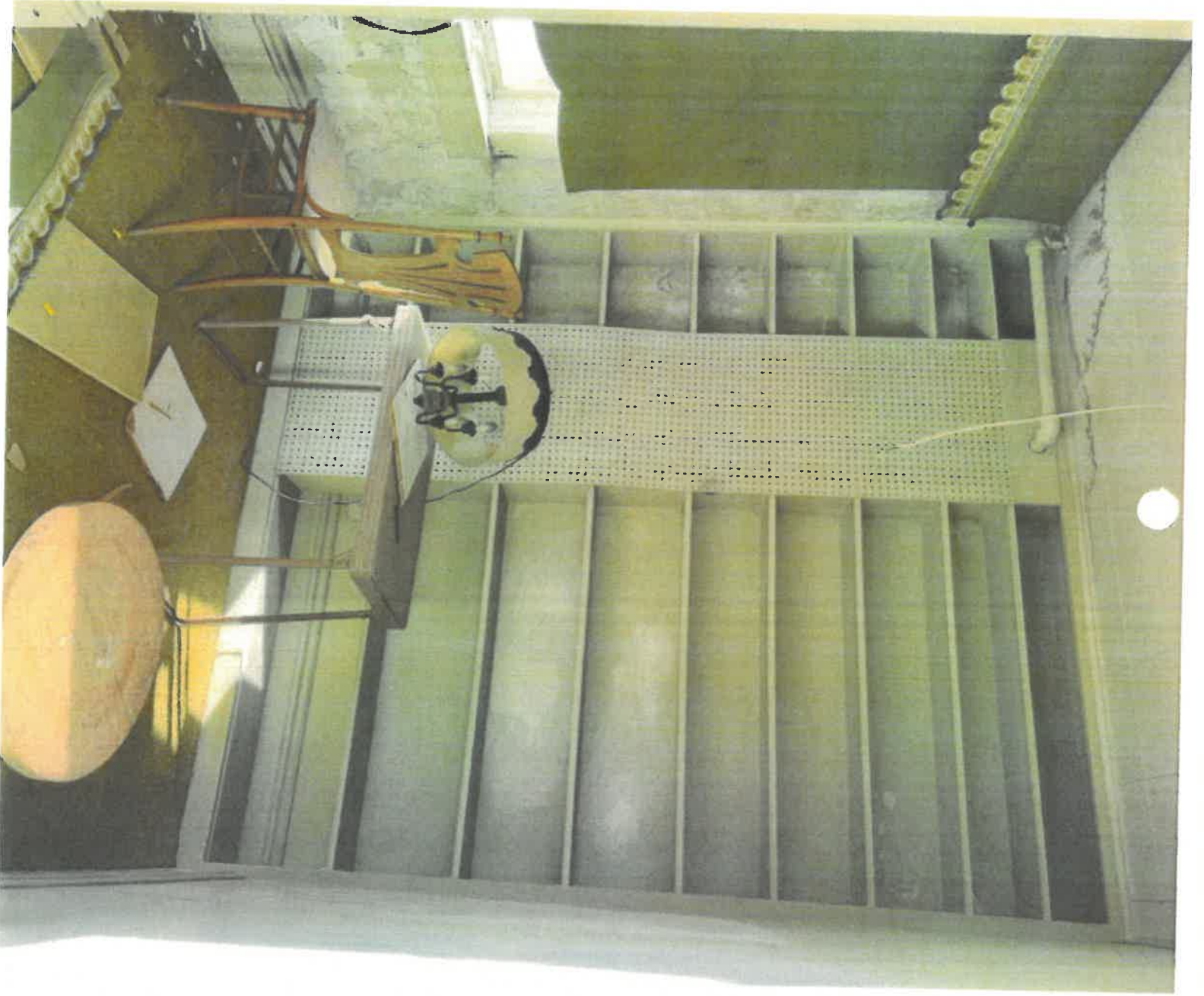








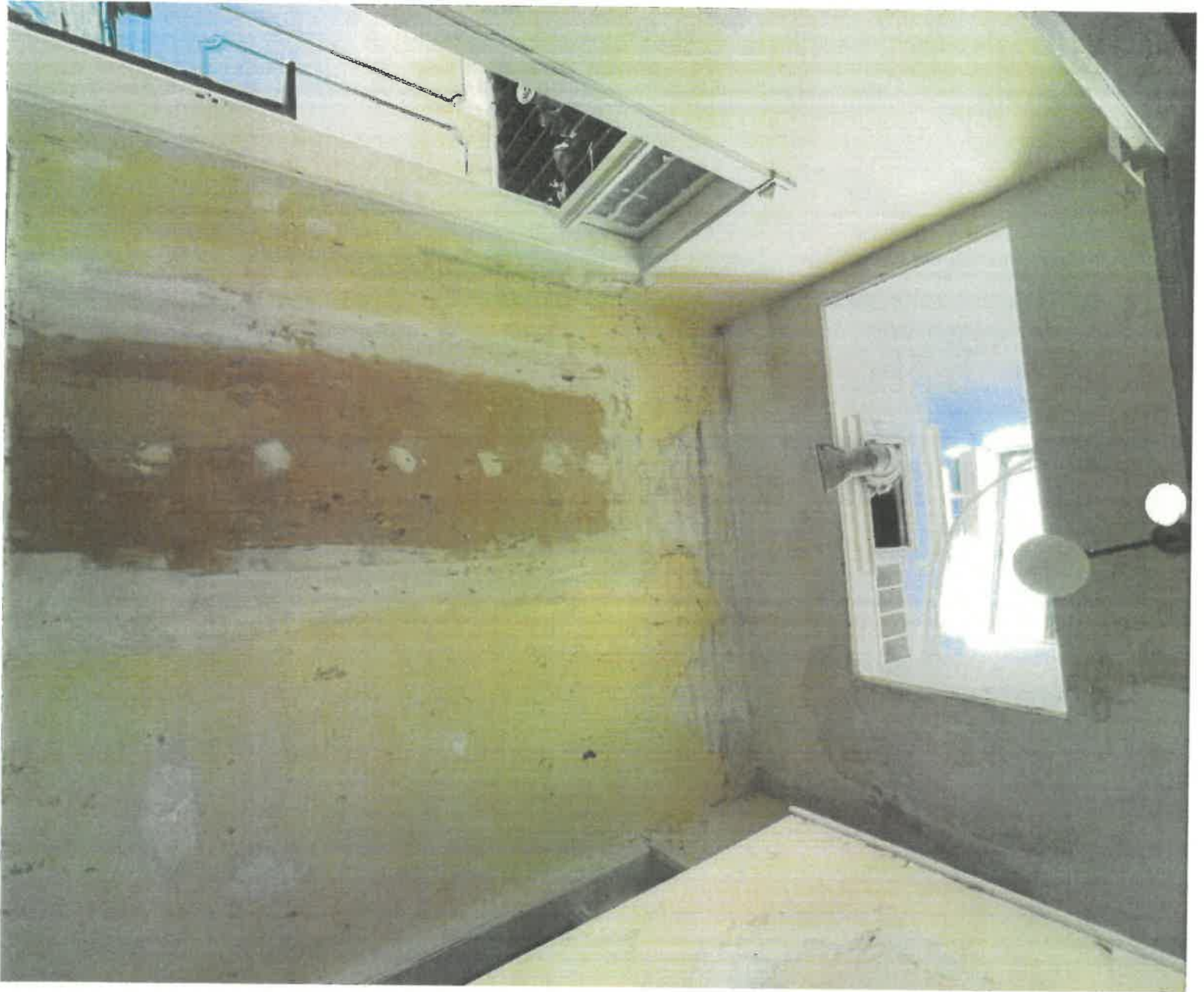


















BILL #24-114

ORDINANCE #

24-114

BY: MRS. BURNS

Authorizing the Public Works Director to enter into a contract or contracts for the construction of Sterkel Park Zone 2 Improvements, and declaring an emergency.

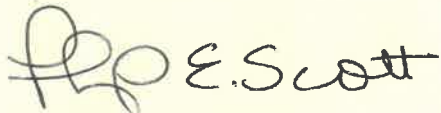
**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MANSFIELD, STATE OF OHIO:**

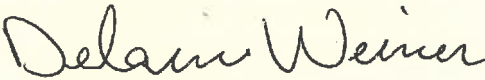
SECTION 1. That the Public Works Director be, and is hereby, authorized to advertise for bids and to enter into a contract or contracts, with the lowest and best bidder, according to law for the construction of the Sterkel Park Zone 2 Improvements, all in accordance with detailed plans, specifications, and estimates as now on file in the office of the City Engineer.

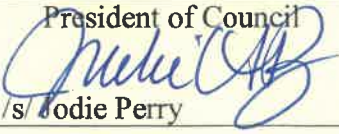
SECTION 2. That the total cost of Sterkel Park Zone 2 Improvements hereof shall be paid from the American Rescue Plan Fund (#221), and the Grant Fund (#224).

SECTION 3. That by reason of the immediate necessity for the improvements to Sterkel Park during favorable weather, 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>18 June 2024</u>
1 <sup>st</sup> Reading	<u>18 June 2024</u>
2 <sup>nd</sup> Reading	<u>18 June 2024</u>
PASSED	<u>18 June 2024</u>

SIGNED   
 /s/ Phillip E. Scott  
 President of Council

ATTEST   
 /s/ Delaine Weiner  
 Clerk of Council

APPROVED   
 /s/ Rodie Perry  
 Mayor

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





**DEPARTMENT OF FINANCE  
STATEMENT OF FISCAL IMPACT**

**RE:** Capital Improvement Community Park, Recreation/Conservation Project Grant

**Nature of Statement and Information Disclosed**

This is a statement of fiscal impact for the City of Mansfield to accept funding from the:  
Ohio Department of Natural Resources

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: \$100,000.00

Funding Period: 7/1/24 - 6/30/25

***Impact on Expenditures***

<b>PROJECT COSTS:</b>	
Capital Improvements	\$100,000.00
<b>Total Project Costs:</b>	<b>\$ 100,000.00</b>

The total project cost is estimated at \$ 100,000.00 . Note: \* Similar award in 2022 (ord.#22-030).  
\* No local cash match.

**Match Required:** \$0.00

**Future Fiscal Impact**

***Impact on Revenue***

N/A

***Impact on Expenditures***

Operation, maintenance and upkeep of playground equipment is the responsibility of the City.



**DEPARTMENT OF FINANCE  
STATEMENT OF FISCAL IMPACT**

***Other Future Commitments***

N/A

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**Disclosures of Possible Material Future Events**

N/A

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**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 #24-117

ORDINANCE # 24-117

BY: MR. FALQUETTE

Authorizing the Mayor and the Public Works Director to enter into a Community Reinvestment Area Agreement with Rylanda Real Estate Development LLC, NCF CIM Fabricators LLC and Adena Corporation, for certain tax incentives under Ohio Revised Code Chapter § 3735.66 for the construction of a new industrial building at 1310 W. Fourth Street, Mansfield, Ohio, and declaring an emergency.

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

SECTION 1. That the Mayor and the Public Works Director be, and they are hereby, authorized to enter into a Community Reinvestment Area Agreement with Rylanda Real Estate Development LLC, NCF CIM Fabricators LLC and Adena Corporation, relating to a Community Reinvestment Area project for construction of a 18,000 sq. ft new facility at 1310 W. Fourth Street, Mansfield, Ohio, in the City and in the Community Reinvestment Area, which will encompass substantial new investment and related employment, and to provide in said Agreement for certain tax incentives, as authorized under Ohio Revised Code Chapter §3735.66, i.e., exemption from tax for a period of fifteen (15) years on the real estate improvements for fifty percent (50%) of such property newly invested in the project, all as substantially designated and fully set forth in the proposed Community Reinvestment Area Agreement, a copy of which is attached hereto as Exhibit "A" and made a part hereof by reference.

SECTION 2. That in order to permit necessary commitments to go forward on the project at the earliest 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 18 June 2024  
1<sup>st</sup> Reading 18 June 2024  
2<sup>nd</sup> Reading \_\_\_\_\_  
PASSED 18 June 2024

Delaine Weiner  
/s/ Delaine Weiner  
Clerk of Council

ATTEST

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



**CITY OF MANSFIELD**  
**JOB CREATION INCOME TAX CREDIT AGREEMENT**

**Grantee:**

**NCF CIM Fabricators, LLC**  
**1310 W. Fourth Street**  
**Mansfield, Ohio 44906**

**Attn: Randy Payne, Managing Member**

**Phone: (419) 529-4456, Ext. 292**

**Fed. TIN:**

**Adena Corporation**

**1310 W. Fourth Street**

**Mansfield, Ohio 44906**

**Attn: Randy Payne, President & CEO**

**Phone: (419) 529-4456, Ext. 292**

**Fed. TIN:**

**Project Location:**

**1310 W. Fourth Street**

**Mansfield, Ohio 44906**

**Tax Credit Effective Date:**

**January 1, 2026**

**Project County: Richland**

**Tax Credit End Date: December 31, 2031**

**Job, Payroll and Investment Commitments**

**Job Creation**

**Full Time Equivalent: NCF 5/Adena 10**

**New Payroll: NCF \$235,000.00/Adena \$470,000.00**

**Tax Revenue Projected: \$84,600.00**

**Job Retention**

**Full Time Equivalent: NCF 24/Adena 153**

**Baseline Payroll: NCF \$1,376,835.00/Adena \$11,197,792.00**

**Pay Increase Factor 1.015**

**Percentage of  
Minority and  
Disadvantaged  
Hiring**

**Investment:  
\$5,000,000.00**

**Tax Credit Approved by Mansfield City Council**

**Program**

**City of Mansfield**

**Job Creation Income Tax**

**Credit Program**

**Tax Credit Percentage**

**50% of Municipal**

**Income Tax withheld**

**on Qualifying New Jobs**

**Number of years**

**6**

**Approval Date**

**June \_\_\_\_, 2024**

**Ord. No. 24-\_\_**

**CITY OF MANSFIELD  
JOB CREATION TAX CREDIT AGREEMENT**

This Municipal Job Creation Income Tax Credit Agreement ("**Agreement**") is made and entered into by and between the City of Mansfield ("**Grantor**" or "**City**"), located at 30 North Diamond Street, Mansfield, Ohio 44902 and NCF CIM Fabricators, LLC and Adena Corporation ("**Grantees**") with respect to Grantees' operations at the Project Location ("**Project**") as further described in Exhibit I, Scope of Work. The Scope of Work is incorporated by reference into this Agreement as if fully set forth herein.

**Grantee was awarded a City of Mansfield Job Creation Tax Credit Agreement on June \_\_\_\_, 2024, Ordinance No. 22- \_\_\_\_ by Mansfield City Council.**

1. **Grantor's Findings:** Pursuant to O.R.C. Section 122.17 and based upon a review of relevant information and the representations made by Grantees to Grantor, Grantor has determined the following:
  - (a) Grantees' Project will increase payroll and income tax revenue in the City;
  - (b) Grantees' Project is economically sound and will benefit the people of this City by increasing opportunities for employment and strengthening the economy of this City; and
  - (c) Receiving the tax credit is a major factor in the Grantees' decision to go forward with the Project.

Grantees affirm such representations and acknowledge that Grantor has relied on such representations to induce Grantor to grant tax credits contemplated by the Agreement.

2. **Term of Tax Credit:** Grantor hereby makes for the benefit of Grantees a grant in the form of a refundable tax credit (the "**Grant**") allowed for the taxable years or periods beginning on the Tax Credit Effective Date and ending on the Tax Credit End Date as set forth on the first page of this Agreement (the "**Term**") for the sole and express purpose of supporting the Project. The amount of the tax credit attributable to the Grant [for each taxable year during the Term, or for each calendar year during the Term that includes a tax period] (the "**Annual Tax Credit**"), shall be based on the amount of Excess Income Tax Revenues received by the City for municipal income taxes withheld by Grantees for employees located at the Project Location during such [taxable year or calendar year, as the case may be] (the "**Municipal Income Tax Revenue**"). Excess Income Tax Revenue shall be calculated as further described in Section 4 of this agreement. The percentage of Excess Income Tax Revenue that will be allowed as the Annual Tax Credit shall be the Tax Credit Percentage set forth on the first page of this agreement. Annual Tax Credits will be refunded to Grantees. Notwithstanding the foregoing, Grantee shall not be eligible to receive an Annual Tax Credit for any taxable year

during the Term, or for any calendar year during the Term that includes a tax period, in which the total payroll of Grantee in the Project or at the Project Location, for the taxable year or calendar year, as the case may be, is less than the **Baseline Payroll**, as set forth on page one of this Agreement.

3. **Job Creation and Payroll:** As a condition of the Grant, Grantees shall undertake and accomplish the Project and activities as set forth in **Exhibit I**. Within three (3) years of the Project's initial operations, Grantees shall (a) employ at the Project Location at least the total number of Full-Time Equivalent Employees set forth on the first page of this Agreement as "to be created" and "to be retained" and (b) generate at least the amount of New Payroll to be created as set forth on the first page of this Agreement. New Payroll shall be calculated by subtracting the Baseline Payroll, as set on the first page of this Agreement, from the total annual payroll of the Project generated at the Project Location ("**New Payroll**") as reported by Grantees and verified by the City's Income Tax Director and Finance Director. To remain eligible for an Annual Tax Credit, Grantees shall thereafter maintain at least **Six Hundred and Sixty Thousand Dollars (\$660,000)** of New Payroll throughout the Term of this agreement. Throughout the Term, Grantees shall pay its Full-Time Equivalent Employees an average of at least one hundred fifty percent (150%) of the federal minimum wage. Also, within three years of the Project's initial operations, Grantees must demonstrate to Grantor that Grantees have hired minority and disadvantaged persons as defined in Paragraphs (F) and (L) of the Ohio Administrative Code ("O.A.C.") Rule 122:7-1-01 at the Project Location in Percentage of Minority and Disadvantaged Hiring set forth on the first page of this Agreement. Grantees shall maintain the Percentage of Minority and Disadvantaged Hiring during the Term of this Agreement.

4. **Excess Income Tax Revenue:**

- (a) **Excess Income Tax Revenue Defined:** Subject to the other provisions of Section 3 of this Agreement, Excess Income Tax Revenue shall be calculated as follows: (x) the Municipal Income Tax Revenue attributed to Full-Time Equivalent Employees employed by Grantees in the Project, minus (y) the Baseline Income Tax Revenue, as adjusted annually. For each year during the Term, the Baseline Income Tax Revenue for such year shall be increased from the prior year by an amount equal to the Baseline Income Tax Revenue for immediately preceding year, times the Pay Increase Factor as set forth on the first page of this Agreement.
- (b) **Pro-rated Application of the Baseline Income Tax Revenue:** If Grantees become eligible for the credit after the first day of Grantees' taxable year or after the first day of the calendar year that includes the tax period, the Baseline Income Tax Revenue shall be reduced for such partial year pursuant to division (A)(2) of Section 122.17 of O.R.C.



- (c) **Failure to Execute Agreement:** If Grantees failed to enter into this Agreement within sixty (60) days after having received this Agreement from the City, then Grantor shall amend the Baseline Income Tax Revenue to reflect the Municipal Income Tax Revenue based on the Full-Time Equivalent Employees during the most recent twelve-month period prior to the execution of this Agreement. The revised Baseline Income Tax Revenue shall be adjusted annually for each calendar year as described in Section 4(a) above.
- (d) **Calculation of the Annual Tax Credit:** The Annual Tax Credit shall be the product of the Excess Income Tax Revenue multiplied by the Tax Credit Percentage for the calendar year reporting period set forth on the first page of this Agreement.
5. **Submission of Annual Progress Reports.** During the term, Grantees shall submit to the Finance Director an Annual Progress Report. The Annual Progress Report shall specify the number of full-Time Equivalent Employees (as defined in the State Tax Credit Agreement) first employed by Grantees as a result of the Project, the total number of Full-Time Equivalent Employees employed by Grantees at the Project, the total payroll of Grantees at the Project, the total Municipal Income Tax Revenue and the Excess Income Tax Revenue withheld in connection with the employees at the Project for the preceding taxable or calendar year, the average hourly base wage of the Full-Time Equivalent Employees, and any other information the Finance Director deems appropriate to perform the Finance Director's duties pursuant to this agreement. Grantees' Annual Progress Report shall be received by the Finance Director on behalf of the Grantor, no later than March first of each year. The Chief Executive Officer, Chief Financial Officer, or any other Officer of the company authorized to sign tax returns of Grantees shall certify to Grantor in writing the accuracy of the information contained in the Annual Progress Report with respect to such Grantees. Failure of Grantees to submit a complete Annual Progress Report shall be a default under this agreement and shall permit Grantor to exercise the remedies, including but not limited to termination, set forth in section 13 of this agreement. All reports shall be undertaken at the sole expense of Grantees.
6. **Certificate of Verification:** The Finance Director shall verify the amounts reported pursuant to Section 5 of this Agreement and, if the Finance Director determines such amounts to be supported by the Annual Progress Report, shall issue a Certificate of Verification to Grantees stating the amounts have been verified.
7. **Conditions of Grant:**
- (a) **Fee Reservations:** Grantees' receipt of the Grant is contingent upon Grantees' payment to Grantor of the appropriate servicing fees as set forth in O.A.C. Rule 122:7-1-04.
- (b) **Sufficient Funding to Complete Project:** Grantees warrants and represents to Grantor that Grantees have obtained sufficient funding, in addition to the financial benefit of Annual Tax Credits, to complete the Project.

8. **Grantees' Location:** Grantees shall maintain operations at Project Location for the greater of **(a) six (6) years from the Tax Credit Effective Date or (b) the term of the Grant plus six (6) years.** On or before March first of each year following the Term of the Grant and continuing for the period Grantees are required to maintain operations (the "**Post-Term Reporting Period**"), Grantees shall provide Grantor with a written certification that Grantees have maintained operations at the Project Location. The written certification shall be signed by Grantees' Chief Executive Officer, Chief Financial Officer, or other Officer authorized to sign the Grantees' tax returns.

9. **Effect of Failure:**

(a) **Effect of Failure to Create or Retain Jobs and Payroll:** In the event Grantees fail to achieve and maintain the number of Full-Time Equivalent Employees and New Payroll in amounts set forth on the first page of this Agreement, or if Grantor finds that Grantees failed to comply with any term set forth in this Agreement, Grantor may reduce the percentage of the Grant and/or Term. Any such reduction shall take effect in any taxable year or tax period.

(b) **Effect of Failure to Maintain Operations:** If Grantees fails to maintain operations at the Project Location, during the Term and through the Post-Term Reporting Period, Grantees may be required by the City to refund to the City up to the amount of credit received to date, as determined by the City. In determining the amount of the Grant, if any, to be refunded to the City, Grantor shall consider the effect of market conditions on the Project.

10. **Non-Discrimination:**

(a) **Minority Hiring Requirement:** Grantees shall make a good faith effort to hire minority persons in the completion and operation of the Project in the same percentage as the average percentage of minority persons represented in the population of the County in which the Project is located and the contiguous Ohio Counties.

(b) **Equal Employment Opportunity:** Grantee will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, ancestry, veteran status, disability or age. Grantees shall ensure that applicants for employment are considered for employment, and that employees are treated during employment, without regard to their race, religion, color, sex, national origin, ancestry, veteran status, disability or age.

11. **Records Maintenance and Access:**

(a) Maintenance of Records: Grantees shall establish and maintain for at least four (4) years after the end of the Post-Reporting Period, or such earlier termination of this Agreement, such records as are required by Grantor in Section 5 above and all relevant supporting documentation. The parties further agree that the records required by Grantor with respect to any questioned costs, audit disallowances, litigation or dispute between Grantor and Grantees shall be maintained for the time needed for resolution of such issue and that in the event of early termination of this agreement, or if any other reason Grantor shall require a review of the records related to the Project, Grantees shall, at their own expense, segregate all such records related to the Project from its other records of operation. Grantees shall maintain and organize its records in such form so that, in case of review of its records or an audit, Grantees are able to verify and document the information it provides in its Annual Progress Reports pursuant to Section 5 of this agreement.

(b) Inspection and Copying: At any time during the normal business hours upon written notice and as often as Grantor may reasonably deem necessary, Grantees shall make available to Grantor for examination all of its records with respect to matters covered by this Agreement including, but not limited to, records of personnel and terms of employment, and Grantees shall permit Grantor to audit, examine and make excerpts or transcripts from such records.

12. Indemnification: Grantees agree to hold Grantor Harmless from any and all liabilities or claims caused by or resulting from Grantees' performance of the obligations or activities in furtherance of the Project and activities set forth in the Scope of Work. Grantees will reimburse Grantor for any judgements arising from Grantee's performance hereunder which may be obtained against Grantor, including, but not limited to, judgements for infringements of patents or copyrights. Grantees agree to reimburse Grantor for all costs incurred by Grantor in defending against any such claims or legal actions if called upon by Grantor to do so.

13. Default and Remedies:

(a) Default: Grantees shall be in default of this Agreement if Grantees fail to perform any of its obligations under this Agreement and such failure to perform continues uncured for more than thirty (30) days after written notice (a "Default Notice") from Grantor. Grantees shall also be in default of this Agreement if Grantees are in default of any other agreement between Grantor and Grantees and such default continues beyond applicable period of cure or grace.

(b) Remedies: Following a default by Grantees, Grantor may exercise one or more of the following remedies:

- (i) Reduction of Percent or Term: Grantor may reduce the percentage and/or Term of the Grant.
- (ii) Termination: Grantor may terminate this Agreement. Pursuant to Section 9(b) of this Agreement, Grantor may require Grantees to refund to the City an amount equal to all or a portion of the Annual Tax Credits received under this Agreement.
- (iii) Other Legal Remedies: Grantor may pursue any other legal or equitable remedies Grantor may have under this Agreement of applicable law.

14. **Conflict of Interest:** No personnel of Grantees, any subcontractor of Grantees or public official who exercises any functions or responsibilities in connection with the review or approval of the work completed under this Agreement shall, prior to completion of such work, voluntarily or involuntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge or fulfillment of his functions or responsibilities with respect to the completion of the work contemplated under this Agreement. Any such person who, prior to or after the execution of this Agreement, acquires any personal interest, involuntarily or voluntarily, shall immediately disclose his interest to Grantor in writing. Thereafter, he shall not participate in any action affecting the work under this Agreement unless Grantor determines that, in light of the personal interest disclosed, his participation in any such action would not be contrary to the public interest.

15. **Adherence to State and Federal Laws, Regulations:**

- (a) General: Grantees agree to comply with all applicable federal, state, and local laws related to the Project and the operations of Grantees' business in the State. Grantees accept full responsibility for payment of all unemployment compensation, insurance premiums, worker's compensation premiums, all income tax withholdings, social security withholdings, and any and all other taxes or payroll withholdings required for all employees engaged by Grantees on the performance of the Project.
- (b) Outstanding Liabilities: Grantees represent and warrants to Grantor that Grantees do not owe: (1) any delinquent taxes to the State or a political subdivision of the State; (2) any moneys to the State or a State agency for the administration or enforcement of any environmental laws of the State; or (3) any other moneys to the State, a State agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not.
- (c) Falsification of Information: Grantees represent and warrant to Grantor that Grantees, any parent company of such Grantees, and any other related entity or member have made no false statements to Grantor in the process of obtaining this Grant. If Grantees, any parent company of Grantees, or other related entity, officer, director or equity holder has knowingly made a false statement to Grantor to obtain this Grant, Grantees shall be required to immediately pay to Grantor an amount equal to the aggregate of all Annual

Tax Credits and shall be ineligible for any future economic development assistance from the State, any State agency or political subdivision pursuant to Section 9.66 (C)(1) of O.R.C. Any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to Section 2921.13(F)(1) of the O.R.C., which is punishable by a fine of not more than \$1,000.00 and/or a term of imprisonment of not more than six months.

(d) Declaration Regarding Material Assistance/Non-assistance to a Terrorist Organization: If applicable, Grantee must certify compliance with Section 2909.33 of the O.R.C.

(e) Public Records: Grantee acknowledges that this Agreement and other records in the possession or control of Grantor regarding the Project, including financial information of Grantee, are public records under Ohio Revised Code §149.43 and are open to public inspection unless a legal exemption, such as trade secret exception, applies.

16. Notices: All notices, consents, demands, requests and other communications which may or are required to be given hereunder shall be in writing and shall be deemed duly given if delivered personally, or by facsimile with confirmation, and regular United States mail, or sent by United States mail, registered or certified, return receipt requested, postage prepaid, or commercial delivery service to the addresses set forth hereunder or to such other address as the other party hereto may designate in written notice in accordance with this provision.

**In case of Grantor, to:**

City of Mansfield  
30 North Diamond Street  
Mansfield, Ohio 44902  
Attn: Economic Development Director  
Phone No.: (419) 755-9794

**In case of Grantee, to:**

NCF CIM Fabricators, LLC  
1310 W. Fourth Street  
Mansfield, Ohio 44906  
Attn: Randy Payne, Managing Member  
Phone No.: (419) 529-4456, Ext. 292

Adena Corporation  
1310 W. Fourth Street  
Mansfield, Ohio 44906  
Attn: Randy Payne, President & CEO  
Phone No.: (419) 529-4456, Ext 292

17. **Miscellaneous:**

(a) Governing Law: This Agreement shall be governed by the laws of the State as to all matters, including but not limited to matters of validity, construction, effect and performance.



- (b) Forum and Venue: Grantees irrevocably submit to the non-exclusive jurisdiction of any federal or state court sitting in the State of Ohio, in any action or proceeding arising out of or related to this Agreement. Grantees agree that all claims in respect of such action or proceeding may be heard and determined in any such court, and Grantees irrevocably waives any objection it may now or hereafter have as to the venue of any such action or proceeding brought in such court or that such court is an inconvenient forum. Nothing in this Agreement shall limit the right of Grantor to bring any action or proceedings against Grantees in the courts of any other jurisdiction. Any actions or proceedings by Grantees against Grantor or the State of Ohio involving, directly or indirectly, any matter in any way arising out of or related to this Agreement shall be brought only in a court in the State of Ohio.
- (c) Entire Agreement: This Agreement, including its exhibits and documents incorporated into it by reference, constitutes the entire agreement and understanding of the parties with respect to its subject matter. Any prior written or verbal agreement, understanding or representation between the parties or any of their respective officers, agents, or employees is superseded and no such prior agreement, understanding or representation shall be deemed to affect or modify any of the terms or conditions of this agreement.
- (d) Severability: Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.
- (e) Amendments or Modifications: Grantor, on the one hand, or Grantees on the other hand, may at any time during the Term request amendments or modifications to this Agreement, but such amendments or modifications shall not be effective until a written amendment is executed by each of the parties to this Agreement. Requests for amendment or modification of this Agreement shall be in writing and shall specify the requested changes and the justification for such changes. The parties shall review the request for modification taking into consideration the statute, regulations and goals relating to the Project. Should the parties agree in principle to modify this Agreement, then an amendment shall be prepared, approved, and executed in the same manner as the original Agreement.
- (f) Forbearance Not a Waiver: No act of Forbearance or failure to insist on the prompt performance by Grantees of their obligations under this Agreement, either express or implied, shall be construed as a waiver by Grantor of any of its rights hereunder.

- (g) Pronouns: The use of any gender pronoun shall be deemed to include all the other genders, and the use of any singular noun or verb shall be deemed to include the plural, and vice versa, whenever the context so requires.
- (h) Headings: Section headings contained in this Agreement are inserted for convenience only and shall not be deemed to be a part of this Agreement.
- (i) Assignment: Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned or subcontracted by Grantees without prior express written consent of Grantor. Such consent shall not be unreasonably withheld.
- (j) Successor of Interest: Where Grantor has consented to an assignment as provided in division (i) of this Section 17, each and all of the terms and conditions of this Agreement shall extend to and bind and inure to the benefit of not only Grantee, but to its respective successors and assigns.
- (k) Survival: Any provisions of this Agreement which, by its nature, is intended to survive the expiration or other termination of this Agreement, including, without limitation, any indemnification obligation, shall so survive and shall benefit the parties and their respective successors and permitted assigns.

**Signature:** Each of the parties has caused this Grant Agreement to be executed by its authorized representatives as of the dates set forth below their respective signatures effective as of the Tax Credit Effective Date:

**GRANTEE:**

**NCF CIM Fabricators, LLC  
1310 W. Fourth Street  
Mansfield, Ohio 44906**

By: \_\_\_\_\_  
Printed Name: **Randy Payne**  
Title: **Managing Member**

Date: \_\_\_\_\_

**GRANTOR:**

**City of Mansfield, Ohio  
30 North Diamond Street  
Mansfield, Ohio 44902**

By: \_\_\_\_\_  
Printed Name: **Louis Andres**  
Title: **Public Works Director**

Date: \_\_\_\_\_

**GRANTEE:**

**Adena Corporation  
1310 W. Fourth Street  
Mansfield, Ohio 44906**

**By:** \_\_\_\_\_

**Printed Name: Randy Payne**

**Title: President & CEO**

Approved as to Form:

\_\_\_\_\_  
**Roeliff E. Harper  
Law Director**

**CERTIFICATE OF FISCAL OFFICE**

The undersigned, fiscal officer of the City of Mansfield, hereby certifies that the monies required to meet the obligations of the City for calendar year 2024 under this agreement have been lawfully appropriated by Mansfield City Council for such purposes and are in the treasury of the City or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

\_\_\_\_\_  
**Kelly Blankenship  
Finance Director  
City of Mansfield**

**EXHIBIT 1**  
**SCOPE OF WORK**  
**NCF CIM Fabricators, LLC**  
**Adena Corporation**  
**City of Mansfield, Richland County**

On June 18, 2024 the Mansfield City Council approved a 50 percent, six (6) Year tax credit to NCF CIM Fabricators, LLC and Adena Corporation for the creation of \$705,000.00 in new payroll as the result of the NCF CIM Fabricators, LLC project in the City of Mansfield, Richland County. As part of the tax credit agreement, the City of Mansfield requires the company to maintain operations at the project site for at least 12 years.

MCF CIM Fabricators, LLC is an Ohio Limited Liability Company that is financially self-sufficient. The company will produce fabricated steel products for the construction industry at the new facility. As a result of their expansion, their affiliate, Adena Corporation will increase their employment as they will be more competitive and offer a broader range of capabilities.

The Job Creation Tax Credit is a major factor in NCF CIM Fabricators, LLC's decision to expand their operations in Mansfield, Ohio.

The project includes the purchase of the Construction of an 18,000 sf building at their 1310 W. Fourth Street site. In addition, the company will invest \$2,000,000.00 in new equipment for the new facility. With the new facility the company will be able to fabricate a broader range of steel components for the construction industry.

The company will add 10 full-time employees, generating \$470,000.00 in annual payroll at the project location within three years of the project's initial operations and maintain them for the term of the tax credit.

As a result of the project Adena Corporation will add 5 full-time employees, generating \$235,000.00 in annual payroll at their Mansfield, Ohio location within three years of the project's initial operation and maintain them for the term of the tax credit.

The tax credit will begin January 1, 2026 and will end December 31, 2031.

# MUNICIPAL JOB CREATION TAX CREDIT APPLICATION

City of Mansfield

IMPORTANT: Final City approval is necessary before the project can begin. Please allow six weeks for processing.

## A. GENERAL INFORMATION

1. Name of applicant firm:  
NCF CIM Fabricators, LLC
2. Current Address:  
1310 West Fourth Street  
Mansfield, Ohio 44906
3. Contact Person: Ryan Payne  
Telephone: 419-529-4456 ext. 292
4. Proposed Project Address (if different from above):
5. Type of Business (Corporation, Partnership, etc):  
single member limited liability company In state of: Ohio
6. Name(s) of principal owner(s) or officer(s):  
Randy A. Payne
7. Is the Business seasonal in nature? Yes \_\_\_\_\_ No X
8. Present number of employees: 24 (nc^153 <Adena) Payroll: \$ 1376,83s (ncf)/\$1,197,792 (Adena)
9. Proposed number of new or directly retained jobs at the project site:  
New: 5 (NCF)/10 (Adena) Retained: 24 (NCF)/153 (Adena)
10. Estimated annual payroll generated from the new employees, or payroll saved for retained employees: \$ 925,000 (new) & \$12,574,627 (retained)
11. Pre-project MARKET VALUES, as determined for local property taxation, of:
  - a. The existing facility, site, tangible personal property, and inventory (for on-site expansion projects): OR
  - b. The proposed facility, site, and relocated tangible personal property and



inventory (for startup projects, or those involving relocation):

Real Property \$479,730

Personal Property \$ 2,000,000

Inventory \$ \_\_\_\_\_

**B. PROJECT INFORMATION**

12. An estimate of the amounts to be invested:

a. Purchase of Land/ Building \_\_\_\_\_

b. New building Construction \_\_\_\_\_

c. Building additions \$3,000,000

d. Improvements to existing Buildings \_\_\_\_\_

e. Machinery and Equipment \$2,000,000

f. Furniture and Fixtures \_\_\_\_\_

g. Inventory \_\_\_\_\_

13. Total investment amount \$ 5,000,000

14. Total investment eligible for abatement (Note: Leased tangible personal property is not eligible for abatement, as determined by the Ohio Department of Taxation)

\$ 5,000,000 from line 12

15. For the total personal property investment indicated on lines 12 e. and f., show the projected dollar value in each depreciation schedule:

I. (7 yr) \$1,300,000 II. (10 yr) \$1,000,000 III. (12 yr) \$800,000

IV. (16 yr) \$400,000 V. (18 yr) \$200,000 VI. (20 yr) --

16. Present investment in the facility \$ 5,000,000

17. Standard Industrial Classification (SIC Code) Number (s):

3441

18. Reason(s) for requesting tax incentives:

NCF CIM Fabricators has no space left in their existing building in order to expand.

The company would like to work on larger structural steel projects but is currently limited on yard and fabricating space. Construction of a new 18,000 sf building attached to the current facility will allow for new overhead cranes, layout master, beam master, and angle line. This equipment can be used for steel on much larger projects that an affiliated company, Adena Corp., can now bid and award the work to NCF CIM.

The tax incentive will help to offset the expense of constructing the building and capital used to purchase the equipment. The tax incentive will help to keep operating expenses down while the company works with Adena Corp. to acquire new business.

19. Project Completion Schedule: Show pre-project MARKET VALUES under Pre-project column and values of INCREASES or IMPROVEMENTS over each previous year (NOT cumulatively) for columns One through Five as appropriate for your situation. Project only as far as you are comfortable with investment and job creation estimates. The projected first year for startup of commercial operations resulting from this investment is 2025.

Project Year:

	Pre-project	One	Two	Three	Four	Five
	20 <u>24</u>	20 <u>25</u>	20 <u>26</u>	20 <u>27</u>	20__	20__
Real Property	\$479,730	\$3M	-	-		
Personal Property	\$2M	\$1M	\$1M	-		
Inventory						
Employment	177	5	5	5		
Payroll	\$12.5M	\$308,000	\$308,000	\$309,000		

C. JOB CREATION/RETENTION INFORMATION

20. Number of applicant's PRE-PROJECT jobs by type:

	FULLTIME	PART TIME
Management	<u>83</u>	_____
Supervisors	<u>14</u>	_____
Engineers	_____	_____
Production	<u>80</u>	_____
Clerical	_____	_____
Maintenance	_____	_____
Transport	_____	_____
Other	_____	_____

21. Number of NEW jobs created directly by this project:

	FULLTIME	PARTTIME
Management	<u>8</u>	<u>          </u>
Supervisors	<u>2</u>	<u>          </u>
Engineers	<u>          </u>	<u>          </u>
Production	<u>5</u>	<u>          </u>
Clerical	<u>          </u>	<u>          </u>
Maintenance	<u>          </u>	<u>          </u>
Transport	<u>          </u>	<u>          </u>
Other	<u>          </u>	<u>          </u>

22. Wage rates of NEW jobs created directly by this project:

	FULLTIME	PARTTIME
Management	<u>\$ 50.00</u>	<u>\$ _____</u>
Supervisors	<u>\$25.00</u>	<u>\$ _____</u>
Engineers	<u>\$ _____</u>	<u>\$ _____</u>
Production	<u>&lt;20.00</u>	<u>\$ _____</u>
Clerical	<u>\$ _____</u>	<u>\$ _____</u>
Maintenance	<u>\$ _____</u>	<u>\$ _____</u>
Transport	<u>\$ _____</u>	<u>\$ _____</u>
Other	<u>\$ _____</u>	<u>\$ _____</u>

23. Brief description of Benefits for new employees:

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new employees are offered health insurance benefits, paid vacation time, 401K benefits and are part of an ESOP

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24. Brief description of INDIRECT job gains or losses that might result at other local firms as a result of your project:

NCF CIM Fabricators sources materials from local suppliers/vendors such as K&R Supply, MHS Industrial Supply, Modulus Metals, Sherwin-Williams and Tri-R Tooling. With the increase of material purchases, this may lead to additional jobs within these companies.

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25. Description of other project assistance from governmental or quasi-governmental agencies other than the City of Mansfield:

OSDC funding - potential loan for \$1,000,000

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OSIP - potential grant for \$50,000

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26. List any fines or orders issued against the company by the City of Mansfield Codes and Permits, or State or Federal EPA's within the past 3 years:

N/A

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27. List any fines or orders issued against the company by the National Labor Relations Board within the last 3 years:

N/A

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#### D. CERTIFICATION

1. The applicant believes the information contained herein and submitted herewith is correct to the best of his/her knowledge and belief.

2. The applicant understands the start of the project prior to receiving the final City Council approval will Jeopardize that approval.

3. The applicant understands that, if approved, the information contained on this application will serve as the basis for a signed agreement between the firm and the City. State and local policy REQUIRE annual monitoring for conformance to that agreement. Failure to comply may result in LOSS OF INCENTIVES.

4. The applicant hereby certifies that the firm is current in all tax obligations to both Richland County and the City of Mansfield.

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5. The applicant hereby certifies that the company is in compliance with minimum compensation levels for their employees in accordance with ORD. \_\_\_\_\_, SEC \_\_\_\_\_

TYPED NAME AND TITLE: Randy A. Paryl Managing Member \_\_\_\_\_

Signature:  \_\_\_\_\_

Date: May 31, 2024 \_\_\_\_\_

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BILL #24-119

ORDINANCE # 24-119

BY: MR FALQUETTE

Appropriating Ninety-Two Thousand Five Hundred Twenty-Three and 00/100 Dollars (\$92,523.00) from the unappropriated Street Maintenance & Repair Fund (#202) to the Street Department Operations, for the purposes of adding two Motor Equipment Operators, and declaring an emergency.

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

**SECTION 1.** The sum of Ninety-Two Thousand Five Hundred Twenty-Three and 00/100 Dollars (\$92,523.00) should be, and is hereby, appropriated from the unappropriated Street Maintenance & Repair Fund (#202) to the following Street Department Operation (202.53.01) Classifications:

Personal Services	\$45,822.00
Employee Benefits	<u>\$46,701.00</u>
Total	\$92,253.00

**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 18 June 2024  
 1<sup>st</sup> Reading 18 June 2024  
 2<sup>nd</sup> Reading \_\_\_\_\_  
 PASSED 18 June 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