



BILL #25-036\*

ORDINANCE #

BY: MS. ROBERTSON

Authorizing the Mayor to submit Mansfield's PY 2025 Action Plan to the United States Department of Housing and Urban Development (HUD) for PY 2025 Home Investment Partnership Program Funds, and declaring an emergency.

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

WHEREAS, a public hearing was held on February 18, 2025, concerning the City's proposed uses for HOME funds under the provision of the Cranston-Gonzalez National Affordable Housing Act of 1990, as amended, and

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

SECTION 1. That the Mayor, as chief executive officer of the City of Mansfield, is hereby, on behalf of the City, authorized to execute the Application and submit the City's PY 2025 Action Plan to the United States Department of Housing and Urban Development for Home Investment Partnerships Program Funds for PY 2025 in the estimated number of three hundred forty thousand, and 00/100 dollars (\$340,000.00), as set forth in Attachment "A."

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

SECTION 3. That by reason of the immediate necessity for timely filing the Annual Action Plan, 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 March 2025 |
| 1 <sup>st</sup> Reading | 1 April 2025  |
| 2 <sup>nd</sup> Reading |               |
| PASSED                  | 1 April 2025  |

ATTEST Delaine Weiner  
/s/ Delaine Weiner  
Clerk of Council

SIGNED Philip E. Scott  
/s/ Philip 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

\* Publication required.

BILL #25-050

ORDINANCE # 25-049

BY: MR. DIAZ

Authorizing the Safety Service Director to file a grant application and to accept a grant from the Federal Aviation Administration and the Ohio Department of Transportation, Office of Aviation to design construction contract plans to rehabilitate Runway 14-32, to said grant and to enter into a contract or contracts for the same, and declaring an emergency.

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

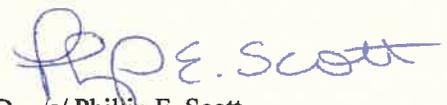
SECTION 1. That the Safety Service Director be, and is hereby, authorized to enter into a contract or contracts to construct the rehabilitation of Runway 14-32 at the Mansfield Lahm Regional Airport.

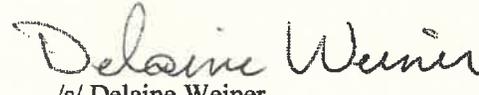
SECTION 2. That upon receipt of bids for the improvement project authorized in section 1 herein, the Safety Service Director be, and is hereby, authorized to file an application from the Federal Aviation Administration and the Ohio Department of Transportation, on a 95% Federal/State - 5% Local funding basis.

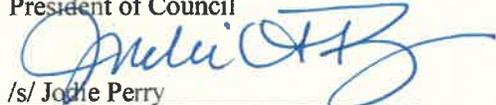
SECTION 3. That the Safety Service Director be, and is hereby, authorized to accept a grant from the Federal Aviation Administration and the Department of Transportation, for the improvement project authorized in Section 1 herein on a 95% Federal/State - 5% Local funding basis and to execute all necessary documentation pertaining thereto.

SECTION 4. That by reason of the immediate necessity for submitting a grant application and receiving funding based on bids within deadlines established by the Federal Aviation Administration and the Ohio Department of Transportation, Office of Aviation, this measure is determined to be an emergency Ordinance for the immediate preservation of the public peace, health, safety, and welfare of the City of Mansfield and its inhabitants and providing it receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its adoption, otherwise from and after the earliest time allowed by law, after its passage and approval by the Mayor.

Caucus 01 April 2025  
1<sup>st</sup> Reading 01 April 2025  
2<sup>nd</sup> Reading 01 April 2025  
PASSED 01 April 2025

SIGNED   
/s/ Philip E. Scott  
President of Council

ATTEST   
/s/ Delaine Weiner  
Clerk of Council

APPROVED   
/s/ Johe Perry  
Mayor

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



**DEPARTMENT OF FINANCE  
STATEMENT OF FISCAL IMPACT**

**RE:** Runway 14-32 Improvement Grant

**Nature of Statement and Information Disclosed**

This is a statement of fiscal impact for the City of Mansfield to accept funding from the:  
Federal Aviation Administration

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: \$10,863,250

Funding Period: 8/1/25-8/1/28

***Impact on Expenditures***

| PROJECT COSTS:              |                      |
|-----------------------------|----------------------|
| Capital Improvements        | \$11,435,000         |
|                             |                      |
|                             |                      |
|                             | <b>ZZ</b>            |
| <b>Total Project Costs:</b> | <b>\$ 11,435,000</b> |

The total project cost is estimated at \$ 11,435,000 . Note: \* Similar award in 2024 (ord.#24-161).

\* Match included in 2025 Final Budget

**Match Required:** \$571,750

**Future Fiscal Impact**

***Impact on Revenue***

N/A

***Impact on Expenditures***

N/A

BILL #25-051

ORDINANCE # 25-050

BY: MR. DIAZ

Authorizing the Safety Service Director to enter into a lease with RH Phillips Trucking Inc. and Fly High-Line, LLC for real estate known as Hangar 524 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 Safety Service Director be, and he is hereby, authorized to execute on behalf of the City of Mansfield a lease with RH Phillips Trucking of PO BOX 125, Shelby, Ohio, 44875, and Fly Hight-Line, LLC, for real estate known as Hangar 524 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 1 April 2025  
1<sup>st</sup> Reading 1 April 2025  
2<sup>nd</sup> Reading \_\_\_\_\_  
PASSED 1 April 2025

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

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

This Lease is made this \_\_\_\_\_ day of \_\_\_\_\_, 2025, 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, and Fly High-Line, LLC, an Ohio limited liability company, of \_\_\_\_\_ (hereinafter collectively "Lessee(s)").

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 Regional 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

30 North Diamond Street  
Mansfield, Ohio 44902

To: RH Phillips Trucking, Inc., an Ohio corporation

P.O. Box 125, Shelby, Ohio 44875

To: Fly High-Line, LLC

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**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)

**LESSOR:**

CITY OF MANSFIELD (Lessor)

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

STATE OF OHIO                    )  
  ) ss.  
COUNTY OF RICHLAND        )

On this \_\_\_ day of \_\_\_\_\_, 2025, 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

APPROVED AS TO FORM:

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





**SCHEDULE B**

| Term           | Dates                | Amount / Lot / Year |
|----------------|----------------------|---------------------|
| Initial        | 6/1/2024 – 5/31/2034 | \$4,950.00          |
| First Renewal  | 6/1/2034 – 5/31/2039 | \$5,445.00          |
| Second Renewal | 6/1/2039 – 5/31/2044 | \$5,989.50          |
| Third Renewal  | 6/1/2044 – 5/31/2049 | \$6,588.45          |
| Fourth Renewal | 6/1/2049 – 5/31/2054 | \$7,247.50          |

**• Chart is for example purposes only. Rent amount will be determined by City administration for each individual property.**

BILL #25-052

ORDINANCE # \_\_\_\_\_

BY: ALL MEMBERS OF COUNCIL

Authorizing the Mayor to execute a revised contract for the union of The Mansfield City Health District, The Ontario City Health District, and The Richland County General Health District, forming a combined Board of Health under the O.R.C. 3709.07, and declaring an emergency.

**WHEREAS**, the existing contract for the union of The Mansfield City Health District with The Richland County General Health District was entered into on August 20, 1986, with execution on behalf of The City of Mansfield authorized by Ordinance #86-201, passed August 19, 1986, and

**WHEREAS**, the District Advisory Council of the Combined Health District of the Mansfield/Richland County Health District entered into a contract with the Chief Executive of the City of Ontario to combine the Ontario City Health District with the Mansfield-Ontario-Richland County Combined Health District on or about January 3, 2002, and

**WHEREAS**, since on or about January 3, 2002, the Combined Health District has been referred to as the Mansfield-Ontario-Richland County Combined Health District, and the Mayors, on behalf of the City of Mansfield and the City of Ontario, do mutually agree to the terms and conditions outlined in Attachment "A."

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

**SECTION 1.** That the Mayor be, and is hereby, authorized to enter into a revised contract for the union of The Mansfield City Health District, The Ontario City Health District, with the Richland County General Health District in accordance with the terms and conditions of the proposed revised contract now on file in the office of the Mayor of the City of Mansfield, which is hereby approved.

**SECTION 2.** That by reason of the immediate necessity for the orderly transition to the revised contract, 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                  | 01 April 2025 |
| 1 <sup>st</sup> Reading | 01 April 2025 |
| 2 <sup>nd</sup> Reading |               |
| PASSED                  | 01 April 2025 |

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

**THE REVISED CONTRACT FOR UNION OF MANSFIELD CITY HEALTH DISTRICT  
AND ONTARIO CITY HEALTH DISTRICT WITH THE  
RICHLAND COUNTY GENERAL HEALTH DISTRICT  
FORMING A COMBINED BOARD OF HEALTH UNDER O.R.C. §3709.07**

**WHEREAS**, the District Advisory Council of the Richland County General Health District entered into a contract with the Chief Executive of the City of Mansfield to combine the Health Districts on or about August 20, 1986;

**WHEREAS**, the District Advisory Council of the Combined Health District of the Mansfield/Richland County Health District entered into a contract with the Chief Executive of the City of Ontario to combine the Ontario City Health District with the Mansfield-Ontario-Richland County Combined Health District on or about January 3, 2002;

**WHEREAS**, since on or about January 3, 2002, the Combined Health District has been referred to as the Mansfield-Ontario-Richland County Combined Health District (doing business as Richland Public Health since on or about March 2014);

**NOW, THEREFORE**, pursuant to such authority, the Chairman, on behalf of the District Advisory Council of the Mansfield-Ontario-Richland County Combined Health District, and the Mayors, on behalf of the City of Mansfield and the City of Ontario, do mutually agree as follows:

- (1) Effective (May 1, 2025), the administration of public services for the Combined Health District shall be administered by a Combined Board of Health of five members representing the townships and villages of Richland County, as well as the Cities of Mansfield and Ontario, appointed in conformity with Section 3709.07 of the Revised Code for terms as follows:
  - (a) Five (5) members shall serve on the Board of Health. All renewal terms shall be five (5) years. All Board of Health members shall reside in Richland County, Ohio, but outside the City of Shelby.
  - (b) Effective (May 1, 2025), the following individuals will hold the five Board of Health positions. Their corresponding term expiration dates are listed below:

| <u>Seat Occupied By</u> | <u>Term Expiration</u> |
|-------------------------|------------------------|
| David Remy              | December 31, 2025      |
| Cathy Sapp              | December 31, 2026      |
| Chelsia DeRenard        | December 31, 2027      |
| Ary van Harlingen       | December 31, 2028      |

Licensed Physician

TBD

- (c) Board members may be reappointed for one term following their initial appointment, for a total of two consecutive terms, which equates to ten (10) years maximum. Board members may not serve more than two consecutive terms. Once term limited, members may be nominated to join the Board again after taking at least one (1) year off from Board and/or Committee service.
- (d) Board members may be removed with cause at any time by the affirmative vote of a majority of the Board.
- (e) Board members are expected to attend at least seventy-five percent (75%) of regular meetings of the Board, are expected to serve on a committee of the Board, and to fulfill their roles, responsibilities, and legal duties with adherence to confidentiality, professionalism, and ethical behavior. Regular and predictable Board meeting attendance is expected of Board members. In the event a Board member is absent for three (3) or more consecutive Board meetings, they may be removed by the affirmative vote of a super majority of the Board.
- (f) One member of the board must be a licensed physician.
- (g) In the event that the Combined Health District convenes a Health District Licensing Council in accordance with Section 3709.41(A) of the Revised Code, one member of the Board of Health must represent the Health District Licensing Council.
- (h) A vacancy in the membership of the board shall be filled as provided in Section 3709.07 of the Ohio Revised Code. A vacancy shall be filled in like manner as an original appointment and shall be for the unexpired term. Members shall be appointed by majority vote, with the District Advisory Council Executive Committee possessing one (1) vote, the chief executive of the City of Mansfield possessing one (1) vote, and the chief executive of the City of Ontario possessing one (1) vote.

In the event of an impending Board of Health member vacancy, the Mayors of the Cities (or their appointed representative) that are parties to this contract and the Chairperson of the District Advisory Council agree to meet within 90 days of the anticipated vacancy to discuss the appointment of a potential Board of Health member.

- (i) Each member of the Board of Health shall be paid a sum not to exceed eighty dollars a day for the member's attendance at each meeting of the board. No member shall receive compensation for attendance at more than eighteen meetings in any year.

- (j) The contracting parties desire to assure continuing communication with the Combined Board of Health, and therefore the Mayors of the Cities (or their appointed representative) that are parties to this contract and the Chairperson of the District Advisory Council agree to meet jointly each year within 30 days of the annual District Advisory Council meeting to discuss the betterment of health and sanitation or for needed legislation within the Combined Health District.
- (2) Officers of the Combined Board of Health shall be elected or appointed as provided in Section 3709.11 of the Ohio Revised Code. The Board of Health shall select a President and President Pro Tempore. Board officers shall serve a two-year term, renewable once with a limit of two (2) terms, or four (4) years maximum.
- (3) The public health services to be provided shall be those that are required by the Ohio Revised Code and Ohio Sanitary Code, and such other services as are duly authorized or required by regulations of the Combined Health District and such public health services as are reasonably requested by the Cities or the District Advisory Council, and can be furnished within the amount of money available to the Combined Board of Health. It is the contracting parties' objective to attempt to provide public health services in the Cities and County in as nearly an equitable distribution as possible.
- (4) The budget for the operation of the Combined General Health District shall be estimated by the Board of Health on or before the first Monday of April and fixed by the Budget Commission. After the several sources of revenue set forth in Section 3709.28 of the Ohio Revised Code have been deducted from the budget, the necessary funds to meet the "remaining budget" shall be apportioned by the County Auditor as follows:
- (a) Forty-six (46%) minus the percent of apportionment contributed by the City of Ontario as described in section 4(b), below, of the required amount shall be apportioned among the tax levy, each township and village, and paid into the Richland County District Health Fund.
- (b) Fifty-four (54%) of the required amount shall be apportioned to the City of Mansfield and paid into the Richland County Health Fund, installments on January 1, April 1, July 1, and October 1 of each year.
- A percentage of the required amount equal to the amount that would have been apportioned to the Village of Ontario as outlined section 4(a), above, shall be apportioned to the City of Ontario and paid into the Richland County District Health Fund, in installments paid on January 1, April 1, July 1, and October 1 of each year.
- (c) The proceeds from any voted or unvoted levies which the City of Mansfield, City of Ontario, or the Board of Health may be empowered to levy and does so levy shall

be used to reduce the costs chargeable to the Board of Health to the City of Mansfield and the City of Ontario pursuant to section 4(a) and (b), above, respectively, in an amount equal to the proceeds of such levy or levies derived within the former Richland County General Health District or within the City of Mansfield or the City of Ontario. The proceeds from any voted or unvoted levies which the Combined Health District may be empowered to levy and does so levy shall be used to reduce the costs chargeable to the City of Mansfield and the City of Ontario pursuant to section 4(b), above, in an amount equal to that portion of proceeds of such levy or levies derived within the City of Mansfield or the City of Ontario and to reduce the costs chargeable to the former Richland County General Health District political subdivision pursuant to section 4(a), above, in an amount equal to that portion of the proceeds derived within the territory of such political subdivisions.

This section shall hereby also apply to any other City whose Health District combines with the Combined Health District.

- (5) This contract for union may be amended in whole or in part at any time upon the unanimous agreement of the District Advisory Council Executive Committee and the chief executives of the City of Mansfield as well as the City of Ontario, and shall in all other respects remain in full force and effect as originally executed.
- (6) The provisions of this contract shall become effective on (May 1, 2025) and shall remain in full force and effect until terminated or amended by all parties hereto, provided the City of Mansfield, City of Ontario, or the District Advisory Council may terminate or amend said contract effective January 1 of any year, upon giving at least twelve months prior written notice of intention to withdraw, terminate or amend to the other parties hereto. The contract shall supersede all previous contracts effecting a combination of the city health districts of the City of Mansfield as well as the City of Ontario with the Richland County General Health District.
- (7) The Chairperson of the District Advisory Council and the chief executives of the City of Mansfield as well as the City of Ontario may, by contract, permit any other city to join the Combined Health District under the same terms provided herein with the approval of the District Advisory Council and the legislative authorities of the cities which are party to this contract.
- (8) The Combined Health District shall continue to be known as the Mansfield-Ontario-Richland County Combined Health District (d/b/a as Richland Public Health).

IN WITNESS WHEREOF, WE HEREUNDER SUBSCRIBE OUR NAMES,

DISTRICT ADVISORY COUNCIL  
RICHLAND COUNTY GENERAL HEALTH DISTRICT

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

By: \_\_\_\_\_  
Chairperson of District Advisory Council

Witness: \_\_\_\_\_

CITY OF MANSFIELD HEALTH DISTRICT

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

By: \_\_\_\_\_  
Chief Executive/Mayor

Witness: \_\_\_\_\_

CITY OF ONTARIO HEALTH DISTRICT

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

By: \_\_\_\_\_  
Chief Executive/Mayor

Witness: \_\_\_\_\_

Approved as to Form: \_\_\_\_\_  
Richland County Prosecutor

Approved as to Form: \_\_\_\_\_  
Mansfield City Law Director

Approved as to Form: \_\_\_\_\_  
Ontario City Law Director/Solicitor

I hereby certify that a copy of this contract was filed with the Ohio Department of Health  
this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

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

By: \_\_\_\_\_  
Commissioner of Health

BILL #25-053

ORDINANCE # 25 - 052

BY: MS. MOUNT

Declaring the remains of a designated deteriorated two-story, transite-siding residential structure, with miscellaneous structures (43 Bradford Ave) to be insecure, unsafe, structurally defective, and dangerous to life and other property; directing the demolition thereof by City forces or contract labor, materials, and equipment, and declaring an emergency.

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

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

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

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

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

**SECTION 1.** That it is hereby determined and declared that a deteriorated two-story, transite-siding residential structure with miscellaneous structures, the structures are dilapidated, abandoned, and have no utilities. Severe structural damage caused by several large holes throughout the entire upper roof caused severe damage to the interior structure and additional concerns for mold and debris throughout. Electrical damage along with concerns with the mechanical and plumbing within the house. The condemnation orders have been in place since January 8, 2025, without any work being completed. The premises described in Section 2 hereinafter are insecure, unsafe, structurally defective, and dangerous to life and other property by reason of its hazardous and unsound condition, unsound and unsafe walls, floors, foundation, and ceilings, and by reason of want of repair, age, and neglect the dilapidation of the structures, and its severely deteriorated condition; and it is hereby further determined and declared that by reason thereof said that the building or structure is beyond repair.

**SECTION 2.** The premises referred to in Section 1 hereof are described as follows:  
Situating in the City of Mansfield, County of Richland, and the State of Ohio and described as follows:

Parcel #1

And being part of the Northeast Quarter of Section 28, Township 21, Range 18 and known as S.D. 8 in Outlot Nineteen (19) and described as follows: Beginning at the Southeast corner of Outlot 19 on the North line of Bradford Avenue;

Thence West 40 feet to the Southeast corner of the lands conveyed to Jerome R. Dillon in Deed Volume 369, Page 55;

Thence North along Dillon's east line, 60 feet;

Thence East 40 feet to the West line of a 10 foot alley;

Thence South along the West line of said alley 60 feet to the place of beginning.

Parcel #2

Also being part situated in the City of Mansfield, County of Richland State of Ohio and being the West 40 feet on the South half of Lot 566 of the consecutively numbered lots in said city as shown at Volume 2, #1, Page 24 of Plats.

Permanent Parcel Numbers: 027-06-084-02-000 & 027-06-084-03-000 Outlot 19 and 566

Owner: Patricia Ann Marschat (deceased) and unknown spouse

Deed Reference: Book: 826, Pages 676

Address: 43 Bradford Ave, Mansfield, Ohio

SECTION 3. That the Bureau of Buildings, Inspections, Licenses, and Permits is hereby authorized and directed to enter into a contract according to law with a competent and licensed contractor for the provision of labor, materials, and equipment for the demolition and removal of the building(s) or structure(s) hereinbefore described, including any fences, concrete stairs, retaining walls and all appurtenances thereto, together with the removal of all debris and leveling to grade, or to proceed by force account, in execution of its order under §§ 1335.09 of the Mansfield Codified Ordinances, 1997, and to otherwise comply with the provisions of said Chapter 1335.

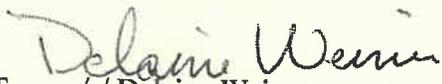
SECTION 4. That the costs authorized in Section 3 above may be paid from Demolition Fund (#238), Community Development Operations (238.65.01), Contractual Services classification or a Richland County Land Reutilization Corporation funding source.

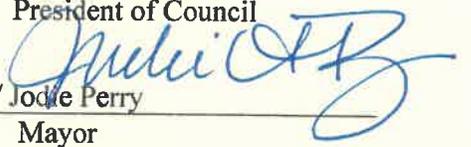
SECTION 5. The Bureau shall notify the owner or occupant to remove all chattels and personal property from the building(s) and/or lot not less than five (5) days prior to the commencement of demolition. The failure of the owner or occupant to remove such personal property and chattels shall be deemed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

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

SECTION 7. That by reason of the immediate necessity of removing a nuisance that is insecure, unsafe, structurally defective, and dangerous to life and other property, this measure is determined to be an emergency Ordinance for the immediate preservation of the public peace, health, safety and welfare of the City of Mansfield and its inhabitants and providing it receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its adoption, otherwise from and after the earliest time allowed by law, after its passage and approval by the Mayor.

Caucus 1 April 2025  
1<sup>st</sup> Reading 1 April 2025  
2<sup>nd</sup> Reading \_\_\_\_\_  
PASSED 1 April 2025

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

BY: MS. MOUNT

Declaring the remains of a designated deteriorated two-story, vinyl-siding residential structure, with no outbuildings (337 Wayne Street) to be insecure, unsafe, structurally defective, and dangerous to life and other property; directing the demolition thereof by City forces or contract labor, materials, and equipment, and declaring an emergency.

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

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

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

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

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

**SECTION 1.** That it is hereby determined and declared that a deteriorated two-story, vinyl-siding residential structure with no outbuildings, the structure is dilapidated, abandoned, and has no utilities. Severe structural damage caused by a recent fire and electrical fire caused significant damage to the upstairs bedrooms, outer walls, and roof; also, during the inspection, we determined electrical and mechanical issues throughout. The condemnation orders have been in place since January 6, 2025, without any work being completed. The premises described in Section 2 hereinafter are insecure, unsafe, structurally defective, and dangerous to life and other property by reason of its hazardous and unsound condition, unsound and unsafe walls, floors, foundation, and ceilings, and by reason of want of repair, age, and neglect the dilapidation of the structures, and its severely deteriorated condition; and it is hereby further determined and declared that by reason thereof said that the building or structure is beyond repair.

**SECTION 2.** The premises referred to in Section 1 hereof are described as follows:  
Situating in the City of Mansfield, County of Richland, and the State of Ohio:

And known as being 32 ½ feet off the South side Lot Number Fifteen Hundred Twenty-six (#1526) of the consecutive numbers of lots in the City of Mansfield, Ohio.

Permanent Parcel Numbers: 027-05-091-07-000 Lot Number 1526  
Owner: Patricia Ann Marschat (deceased) and unknown spouse  
Address: 337 Wayne Street, Mansfield, Ohio 44902

