

AN ORDINANCE NO. 24-243

Authorizing the City Manager to enter into an Airport Vegetation Management Agreement [2024-2028] with Brian Harbage, to manage vegetation growth on 55.08 acres at the Springfield-Beckley Municipal Airport, and confirming and approving services provided by Brian Harbage from June 1, 2024 to the passage of this Ordinance.

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BE IT ORDAINED by the City Commission of The City of Springfield, Ohio:

Section 1. That the City Manager is hereby authorized to enter into an Airport Vegetation Management Agreement [2024-2028], a copy of which is attached hereto and is hereby approved, with Brian Harbage to manage vegetation growth on 55.08 acres at the Springfield-Beckley Municipal Airport.

Section 2. That this Commission hereby confirms and approves services provided by Brian Harbage from June 1, 2024 to the passage of this Ordinance.

Section 3. That this Ordinance shall take effect and be in force from and after fourteen (14) days from the date of its passage.

PASSED this 27<sup>th</sup> day of August, A.D., 2024.

  
PRESIDENT OF THE CITY COMMISSION

  
CLERK OF THE CITY COMMISSION

## **AIRPORT VEGETATION MANAGEMENT AGREEMENT**

**[2024-2028]**

This Agreement is made on \_\_\_\_\_, 2024, between The City of Springfield, Ohio, located at 76 East High Street, Springfield, Ohio 45502 (the "City") and Brian Harbage, residing at 6759 Old Springfield Rd., South Charleston, OH 45368 (the "Provider").

### **Background and Recitals**

- The City owns and operates the Springfield-Beckley Municipal Airport (the "Airport") and needs a cost-efficient and effective way to control vegetation in certain areas of the Airport; and
- The Provider is willing to help the City manage vegetation at the Airport, and will pay the City for the right to remove vegetation products from the Airport while improving the property through good agricultural practices.

The Parties agree as follows:

#### **1. RIGHT OF ENTRY AND LICENSE:**

- a. The City grants the Provider the right to enter the specified Vegetation Management Areas at the Airport to cut and remove vegetation. This Agreement is effective for five growing seasons, from January 1, 2024, to December 31, 2028.
- b. The Vegetation Management Areas are detailed in Exhibit A, which is attached and made part of this Agreement.
- c. The cut vegetation becomes the property of the Provider as payment for services. The Provider must remove it within ten days (if weather allows) of cutting and keep the vegetation height below thirty inches (36").
- d. The City will make one or two passes along all fence lines with a zero-turn mower and stay ~10'-15' away from any road, drive, or obstructions inside the airport property and ~20' from any public road or structures.

#### **2. PAYMENTS:**

- a. The Provider will pay the City annually, based on the acreage of the Vegetation Management Area at \$42.50 per acre.
- b. Payments are made in two installments each year on July 15 and October 15.
- c. Late payments will incur a 15% annual interest rate.

#### **3. SECURITY INTEREST:**

- a. The Provider grants the City a security interest in all crops and farm products produced on the Vegetation Management Areas to secure the annual payments.

**4. CITY'S RIGHT TO RECLAIM:**

- a. The City can reclaim any part of the Vegetation Management Areas at any time for any reason. If this happens, the City will pay for any reasonable damages for destroyed hay and the value of the vegetation products the Provider would have obtained during the growing season.

**5. RIGHT OF ENTRY AND TERMINATION:**

- a. The City reserves the right to enter the Vegetation Management Areas at any time and can terminate this Agreement with 30 days' notice.

**6. PROVIDER'S RESPONSIBILITIES:**

- a. The Provider will pay all charges for utilities used or supplied to the Vegetation Management Areas.
- b. The Provider will cultivate, fertilize, lime, seed, and manage the areas according to good agricultural practices, ensuring they are used in a careful, safe, and lawful manner.

**7. COMPLIANCE WITH LAWS:**

- a. The Provider must comply with all applicable laws and regulations and not interfere with the use, operation, maintenance, or development of the Airport.
- b. Vegetation grown in the approach areas at the ends of each runway must be low-growing varieties that will not obstruct the FAR Part 77 approach surfaces.

**8. INSPECTION AND DEFAULT:**

- a. The City can enter the Vegetation Management Areas at any reasonable time to inspect or perform necessary work if the Provider defaults under the terms of this Agreement or for airport operations.

**9. INDEMNIFICATION AND INSURANCE:**

- a. The Provider agrees to indemnify and hold the City harmless from any liability resulting from the Provider's actions or omissions.
- b. The Provider must carry Comprehensive General Liability Insurance with specified minimum limits and name the City as an additional insured.

- c. The City must receive at least ten (10) days' written notice of any cancellation or material change in the insurance policy.

**10. ASSIGNMENT:**

- a. The Provider cannot assign their rights under this Agreement without written permission from the City.

**11. GOVERNING LAW:**

- a. This Agreement is governed by the laws of the City of Springfield, Ohio, and the State of Ohio.

**12. SEVERABILITY:**

- a. If any part of this Agreement is found to be invalid, the rest of the Agreement will remain in effect.

**13. EXECUTION IN COUNTERPARTS:**

- a. This Agreement can be executed in multiple counterparts, each of which is considered an original.
- b. Signatures delivered by facsimile or electronically are as effective as original signatures.

By signing below, the signatory confirms they have the authority to bind the Provider to this Agreement.

The City and the Provider have executed this Agreement on the date first above written.

APPROVED AS TO FORM AND CORRECTNESS: Jill N. Allen, Law Director

BY: \_\_\_\_\_, Assistant Law Director

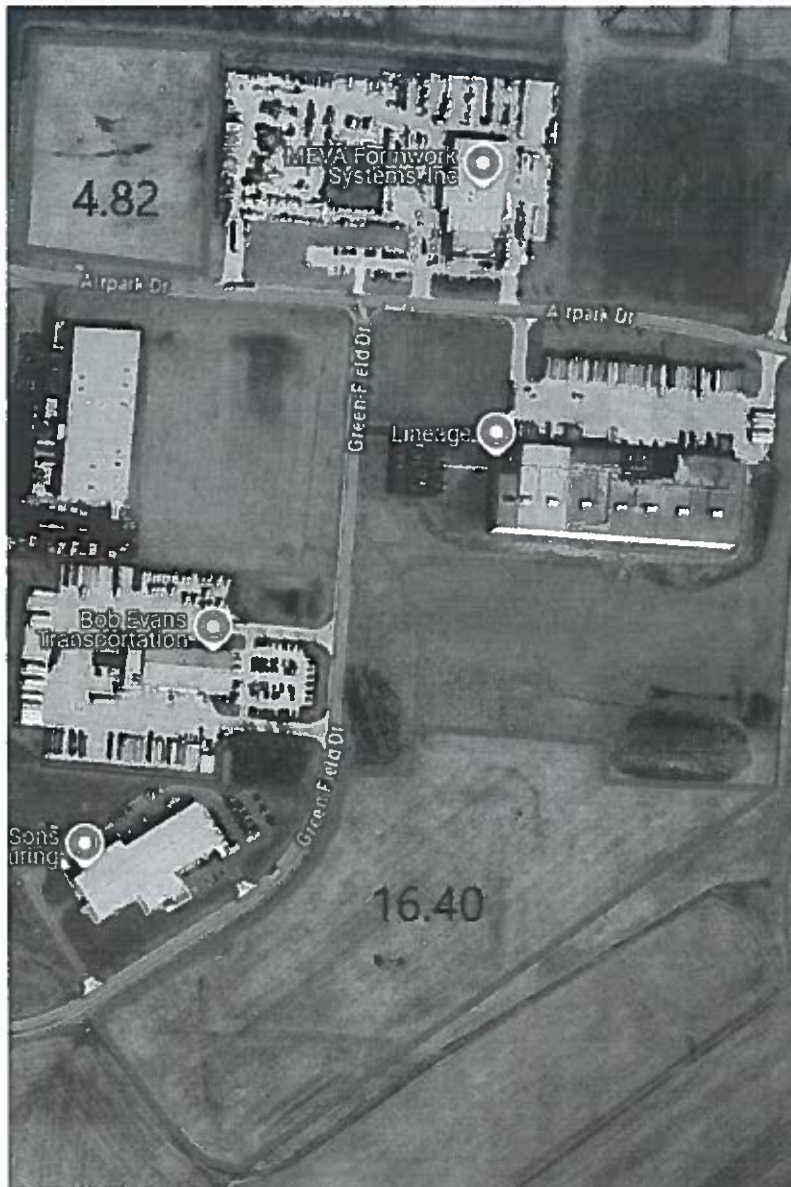
THE CITY OF SPRINGFIELD, OHIO

BY: \_\_\_\_\_, Bryan Heck, City Manager

THE PROVIDER

BY: Brian Harbage, Brian Harbage

Exhibit A



North Airport Hay = 33.86 Acres  
Airpark Ohio Hay = 21.22 Acres

Total = 55.08 Acres