

## Summary Sheet November 15, 2022

<u>Bill</u>	<u>Status</u>	<u>Title</u>	<u>Sponsor</u>	<u>Meeting</u>
22-216	Vote	Amending Section 12 of Ordinance No. 22-012 adopting personnel positions, pay grades, and salaries for certain employees of the City of Mansfield 2022 payroll year, by creating a fourth Assistant Chief position in the Fire Department, and declaring an emergency.	Moton	6:35 Employee Relations
22-217	2nd Read	Amending Section 941.08 (Water Charges) of the Mansfield Codified Ordinance of 1997, as amended, to modify the rate structure and to increase water rates, and declaring an emergency	Burns	
22-223	1st Read	An ordinance making temporary annual appropriations for current expenses and other expenditures of the City of Mansfield, Ohio for the fiscal year beginning January 1, 2023, and declaring an emergency.	Davenport	
22-224	Vote	Strongly opposing the Financial Data Transparency Act of 2022 being included in the National Defense Authorization Act, and declaring an emergency.	All Members of Council (Davenport)	

## Caucus Begins

22-218	Vote	Honoring K-9 dog Denise upon her retirement from the Mansfield Police Department.	All Members of Council (Scott)	
22-219	Vote	Approving the disposition of Police Department K-9 dog Denise, and declaring an emergency.	All Members of Council (Scott)	
22-227	Vote	Approving a reappointment by the Mayor to the Board of Utility Appeals.	Burns	
22-228	Vote	Approving reappointments by the Mayor to the Shade Tree Commission	Diaz	
22-229	Vote	Declaring the remains of a structure (58 East Raleigh Avenue) 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.	Meier	
22-230	Vote	Declaring the remains of a designated dwelling (70 Bushnell 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	Meier	

<u>Bill</u>	<u>Status</u>	<u>Title</u>	<u>Sponsor</u>	<u>Meeting</u>
22-231	Vote	Declaring the remains of a designated dwelling (115 North Adams 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.	Meier	
22-232	Vote	Declaring the remains of a designated dwelling (1129 Wyandotte Avenue) 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.	Meier	
22-233	Vote	Authorizing the Richland County Growth Corporation on behalf of the City of Mansfield to sell approximately 10 acres of land located in the vicinity of Airport West Road to Mark Meltzer, and declaring an emergency.	Moton	6:50 Economic Dev
22-234	Vote	Authorizing the Mayor and the Public Works Director to enter into a Community Reinvestment Area Agreement with 1027 Trimble LLC, for certain tax incentives under Ohio Revised Code Chapter § 3735.66 for the construction of a new Office Building at 1027 South Trimble Road, Mansfield, Ohio 44906, and declaring an emergency.	Moton	6:50 Economic Dev
22-235	Vote	Authorizing the Mayor and Public Works Director to enter into a Community Reinvestment Area School Compensation Agreement with 1027 Trimble, LLC, and Mansfield City School District and the N/A Joint Vocational School District and the Board of Education of Mansfield City Schools to authorize general compensation and income tax revenue sharing on new municipal income tax revenues, and declaring an emergency	Moton	6:50 Economic Dev
22-236	Caucus Only	Authorizing the Safety-Service Director to enter into an annual renewal of the software maintenance agreement with Superior LLC, a CentralSquare Company.	Scott	
22-237	Vote	Appropriating the sum of five thousand and 00/100 dollars (\$5,000) from the unappropriated Downtown Improvements Fund (#425) for the purpose of purchasing Christmas lights and decorations for the downtown, and declaring an emergency.	Davenport	
22-238	Caucus Only	Appropriating the sum of one hundred forty-two thousand five hundred and 00/100 dollars (\$142,500.00) from the unappropriated Safety Services Fund (#214), for the purpose of transferring funds to the Fire Capital Equipment Fund (#420), based on actual and anticipated EMS revenue through December 31, 2022, and declaring an emergency.	Davenport	

<u>Bill</u>	<u>Status</u>	<u>Title</u>	<u>Sponsor</u>	<u>Meeting</u>
22-239	Vote	Authorizing the Public Works Director to accept a Grant from the Richland County Foundation in the aggregate amount of two thousand four hundred and 00/100 dollars (\$2,400.00) for the purpose of hiring an intern in the Community Development Department, and declaring an emergency.	Davenport	
22-240	Vote	Authorizing the Mayor and Safety-Service Director to accept funding from the Ohio Office of Criminal Justice Services under the Paul Coverdell Forensic Science Improvement Grant (FY2022) in the amount of thirty-six thousand, one hundred eighty-six and 44/100 dollars (\$36,186.44), and declaring an emergency.	Davenport	
22-241	Caucus Only	Authorizing the Public Works Director to adopt the written justification and enter into a subgrant with the Board of Commissioners of Richland County and the City of Mansfield for the use of County American Rescue Plan Act (ARPA) funds toward the West End Target Area design	Davenport	
22-242	Vote	Authorizing the Mayor and Public Works Director to enter into a Cooperation Agreement with the Richland County Commissioners and the Richland County Engineer for the purpose of resurfacing Ernsberger Road within the City's Corporation boundary.	Diaz	
22-243	Caucus Only	Authorizing the Public Works Director to enter into an agreement for electric services for street lights through the efficiency safety incentive program with a creditable electric company, and declaring an emergency.	Burns	
22-244	Caucus Only	Authorizing the Public Works Director to enter into an agreement for electric services aggregation with a creditable electric company, and declaring an emergency.	Burns	
22-245	Vote	Authorizing the Mayor and the Interim Safety-Service Director to enter into a waiver agreement with the Richland County Board of Commissioners for the B&O Bike Trail Connector Project.	Davenport	
22-246	Caucus Only	Removing Sections 3 and 7 of Ordinance 22-012, to create the Economic Development Division and the Permitting and Development Division and renumbering the Sections of Ordinance 22-012 accordingly, and declaring an emergency.	Moton	6:35 Employee Relations
<b>NEXT MEETING Tuesday, Dec 6, 2022 7:00 PM Council to follow</b>				

BY: MS. MOTON

Amending Section 12 of Ordinance No. 22-012 adopting personnel positions, pay grades, and salaries for certain employees of the City of Mansfield 2022 payroll year, by creating a fourth Assistant Chief position in the Fire Department, and declaring an emergency.

**WHEREAS**, pursuant to Sections 1 through 38 of Ordinance No. 22-012, passed February 1, 2022, this Council adopted certain personnel positions, pay grades and salaries for certain employees of the City of Mansfield for the 2022 payroll year, and

**WHEREAS**, pursuant to Section 12 of said Ordinance positions and pay rates are outlined for the Fire Division Safety Personnel and an additional Assistant Fire Chief position has become necessary to better structure the workforce of the Department and the services provided by the City.

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

**SECTION 1.** That Section 12 of Ordinance No. 22-012, passed February 1, 2022, be, and the same is hereby amended to read and provide as follows:

**“SECTION 12. FIRE DIVISION SAFETY - PERSONNEL.** The following safety personnel authorized for appointment in the Fire Division in the Public Safety Department shall be compensated in accordance with the salary range indicated:

POSITION	SALARY/GRADE/HOURLY
a. Chief of Fire + (Executive)	\$65,000 - \$103,000
b. Assistant Chief of Fire (3) (4) + (Administrative)	\$58,000-\$95,000
c. Captain (9)	C
d. Lieutenant (11)	L
e. Firefighter (81)	FF (P-5)”

**SECTION 2.** That by reason of the immediate necessity to restructure the Fire Department to better fit the emergency service needs of the City and the Mansfield community, 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 October 2022  
 1<sup>st</sup> Reading 1 November 2022  
 2<sup>nd</sup> Reading 15 November 2022  
 PASSED 15 November 2022

SIGNED /s/ David Falquette  
 President of Council

ATTEST /s/ Amy L. Yockey  
 Clerk of Council

APPROVED /s/ Timothy L. Theaker  
 Mayor

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

BY: MS. BURNS

Amending Section 941.08 (Water Charges) of the Mansfield Codified Ordinance of 1997, as amended, to modify the rate structure and to increase water rates, and declaring an emergency.

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

**SECTION 1.** That Section 941.08 of Chapter 941 (Water Charges) of the Mansfield Codified Ordinance of 1997, as amended, be, and the same is hereby amended to provide as follows:

**941.08 WATER CHARGES**

(a) Water Rates Within the City. Notwithstanding any other provisions of these regulations, the following water rates shall be placed in effect, as forth below:

(Rate volumes in cubic feet per monthly billing period)  
Net Rate Per 100 Cubic Feet

	Effective 1/1/2021	Effective 1/1/2022	Effective 1/1/2023	Effective 1/1/2024	Effective 1/1/2025	Effective 1/1/2026
First 400 cubic feet	\$2.78	\$2.86	\$2.95	\$3.04	\$3.13	\$3.22
Next 4,600 <b>First</b> <b>5,000</b> cubic feet	\$3.14	\$3.61	\$4.15	\$4.57	\$4.71	\$4.85
Next 95,000 cubic feet	\$3.42	\$3.93	\$4.52	\$4.97	\$5.12	\$5.27
Balance	\$3.00	\$3.45	\$3.97	\$4.37	\$4.50	\$4.64

[Note: When a customer’s water meter has been replaced with a meter that reads in gallons, the above rate schedule shall not be applicable and the gallons usage chart shall be the sole method of calculating and billing for water usage. When all the City’s water customer’s meter have been replaced with a meter that reads in gallons, the above chart shall become null and void.]

(Rate volumes in gallons per monthly billing period)  
Net Rate Per One (1) Gallon

	Effective 1/1/2021	Effective 1/1/2022	Effective 1/1/2023	Effective 1/1/2024	Effective 1/1/2025	Effective 1/1/2026
First 3,000 gallons	\$0.003717	\$0.003829	\$0.003944	\$0.004062	\$0.004184	\$0.004310
Next 34,500 <b>First</b> <b>37,500</b> gallons	\$0.004191	\$0.004820	\$0.005543	\$0.006097	\$0.006280	\$0.006468
Next 711,000 gallons	\$0.004573	\$0.005259	\$0.006048	\$0.006653	\$0.006853	\$0.007059
Balance	\$0.004014	\$0.004616	\$0.005308	\$0.005839	\$0.006014	\$0.006194

Each year after 2026, on the first of the year, the total rates shall increase by 3% from the previous year, rounded to the nearest cent if usage charges are in CCF units and rounded to the nearest ten thousandth of a cent if usage charges are in Gallon units.

The water rates shall be reviewed at least biennially and shall be revised periodically, as required, to reflect actual water works costs. The Public Works Director, or a delegate, shall be responsible for reviewing, retaining of documentation and making recommendations to Council for revising the rates set forth in this chapter.

(b) Minimum Water Meter Service Charges Per Month.

Meter Size (inches)	Effective 1/1/2021	Effective 1/1/2022	Effective 1/1/2023	Effective 1/1/2024	Effective 1/1/2025	Effective 1/1/2026
1 or less	\$3.30	\$3.80	\$4.37	\$4.81	\$4.95	\$5.10
1-1/4	\$6.60	\$7.59	\$8.73	\$9.60	\$9.89	\$10.19
1-1/2	\$6.60	\$7.59	\$8.73	\$9.60	\$9.89	\$10.19
2	\$13.20	\$15.18	\$17.46	\$19.21	\$19.79	\$20.38
2-1/2	\$13.20	\$15.18	\$17.46	\$19.21	\$19.79	\$20.38
3	\$27.50	\$31.63	\$36.37	\$40.01	\$41.21	\$42.45
4	\$55.00	\$63.25	\$72.74	\$80.01	\$82.41	\$84.88
6	\$110.00	\$126.50	\$145.48	\$160.03	\$164.83	\$169.77
8	\$165.00	\$189.75	\$218.21	\$240.03	\$247.23	\$254.65
10	\$220.00	\$253.00	\$290.95	\$320.05	\$329.65	\$339.54

Each year after 2026, on the first of the year, the minimum water meter service charge shall increase by 3% from the previous year, rounded to the nearest cent.

(c) Readiness to Serve Charges Per Month.

Meter Size (inches)	Effective 1/1/2021	Effective 1/1/2022	Effective 1/1/2023	Effective 1/1/2024	Effective 1/1/2025	Effective 1/1/2026
1 or less	--	--	\$10.93	\$12.03	\$12.38	\$12.75
1-1/4	--	--	\$21.83	\$24.00	\$24.73	\$25.48
1-1/2	--	--	\$21.83	\$24.00	\$24.73	\$25.48
2	--	--	\$43.65	\$48.03	\$49.48	\$50.95
2-1/2	--	--	\$43.65	\$48.03	\$49.48	\$50.95
3	--	--	\$90.93	\$100.03	\$103.03	\$106.13
4	--	--	\$181.85	\$200.03	\$206.03	\$212.20
6	--	--	\$363.70	\$400.08	\$412.08	\$424.43
8	--	--	\$545.53	\$600.08	\$618.08	\$636.63
10	--	--	\$727.38	\$800.13	\$824.13	\$848.85

Each year after 2026, on the first of the year, the readiness to serve charge shall increase by 3% from the previous year, rounded to the nearest cent.

(e)(d) Tap Charges.

Diameter of Tap (inches)	Cost Per Tap
3/4	\$310.00
1	\$430.00
1-1/2	\$750.00
2	\$1,870.00

4	\$4,620.00
6	\$7,480.00
8	\$11,000.00
10	\$14,850.00
12	\$18,480.00

The tap charges as listed include the cost of the meter, the removal and replacement of pavement, the removal and replacement of sidewalk, the cost of the shut-off valve, and the installation of a water service line from the watermain to the shut-off valve. When feasible, the shut-off valve will be installed within the public right of way near the property line, otherwise the shut-off valve will be installed in the most appropriate location. In all respects, the shut-off valve shall be accessible to City employees.

~~(d)~~(e) Tap Charges for Fire Line Application.

<u>Diameter of Tap (inches)</u>	<u>Cost Per Tap</u>
4	\$4,070.00
6	\$6,820.00
8	\$10,010.00
10	\$13,200.00
12	\$16,280.00

The tap charges as listed include the removal and replacement of pavement, the removal and replacement of sidewalk, the cost of the shut-off valve, and the installation of a fire service line from the watermain to the shut-off valve. When feasible, the shut-off valve will be installed within the public right of way near the property line, otherwise the shut-off valve will be installed in the most appropriate location. In all respects, the shut-off valve shall be accessible to City employees.

~~(e)~~(f) The standard charge for turning on or shutting off of a water service shall be twenty-five dollars (\$25.00) for either action.

~~(f)~~(g) Customers will be supplied with one meter for each tap charge pursuant to subsection ~~(e)~~(d). Customers who need additional meters on a single tap for sewer deduct purposes, will be charged one-hundred ~~ten~~ fifty dollars (~~\$110.00~~) (\$150.00) per additional meter.

~~(g)~~(h) A flat rate of one hundred fifty dollars (\$150.00) shall be charged for the water used during structure construction through the issuance of a building permit. This charge shall be payable at the time a tapping permit is issued. Depending on the scope of structure construction, the Public Works Director may require a meter to be installed and the use of construction water shall be charged pursuant to the water rates listed in subsection (a). If a meter is required, the flat rate listed in this section shall be waived. It is the responsibility of the consumer to provide and install an approved meter and to protect the meter from freezing.

~~(h)~~(i) For persons desiring cisterns, swimming pools, storage tanks or tank trucks filled from a fire hydrant or other unmetered connection, a charge shall be levied of five dollars (\$5.00) per one thousand gallons, but in no case less than the minimum of twenty-five dollars (\$25.00). Should it be necessary to disconnect and reconnect meter service for filling a pool, there will be an additional charge of forty dollars (\$40.00).

~~(i)~~(j) All consumers located outside of the City's corporation limits shall have applied a one hundred percent (100%) surcharge to any and all rates listed in subsection (a).

~~(j)~~(k) Notwithstanding subsection ~~(i)~~(j) hereof, the Public Works Director may enter into contracts, or renew or extend existing contracts, establishing rates other than set forth in subsection (a), as may be specifically authorized by Council.

~~(k)~~(l) All work performed by the Division of Water at the request of a customer or any other person shall be charged at the Division's actual cost unless specific charges are listed elsewhere in this chapter.

~~(l)~~(m) When a meter is removed for repairs and/or the meter is not functioning as intended and/or miscalculating usage, the service shall be calculated and charged at the average daily usage which occurred for up to the previous twelve months.

~~(m)~~(n) A ~~minimum service~~ meter service charge in accordance with subsection (b) and a readiness to serve charge in accordance with subsection ~~(b)~~ (c) hereof will continue to be billed to the water service account even after termination of water service until the meter is removed.

SECTION 2. That the provisions of this Ordinance shall take force and be in effect for water bills in accordance with dates specified in Section 1.

SECTION 3. That existing Section 941.08 of Chapter (Water User Charges) of the Mansfield Codified Ordinance of 1997, as amended, be, and the same is hereby repealed.

SECTION 4. To effectively and properly administer water user charges, 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 October 2022</u>
1 <sup>st</sup> Reading	<u>1 November 2022</u>
2 <sup>nd</sup> Reading	<u>15 November 2022</u>
PASSED	<u>6 December 2022</u>

SIGNED /s/ David Falquette  
President of Council

ATTEST /s/ Amy L. Yockey  
Clerk of Council

APPROVED /s/ Timothy L. Theaker  
Mayor

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

\*Publication Required

BILL #22-223

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

BY: MR. DAVENPORT

An ordinance making temporary annual appropriations for current expenses and other expenditures of the City of Mansfield, Ohio for the fiscal year beginning January 1, 2023, and declaring an emergency.

**WHEREAS**, the sums hereinafter appropriated are to provide for the current expenses and other expenditures of the City of Mansfield, Ohio, and any sums appropriated herein are chargeable to and shall be included in the annual appropriations ordinance for 2023 to be passed no later than April 1, 2023.

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

**SECTION 1.** That the sums set forth in attached pages numbered 1 through 30 are incorporated herein and are hereby adopted and appropriated as the temporary appropriations to provide for the current expenses and other expenditure of the City of Mansfield, Ohio for the fiscal year commencing January 1, 2023.

**SECTION 2.** That being temporary annual appropriations which are essential to the ongoing fiscal operation of the City from and after January 1, 2023, this measure is determined to be an emergency ordinance for the immediate preservation of the public peace, health, safety and welfare of the City of Mansfield and its inhabitants and providing it receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect 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>1 November 2022</u>
1 <sup>st</sup> Reading	<u>15 November 2022</u>
2 <sup>nd</sup> Reading	<u>6 December 2022</u>
PASSED	<u>20 December 2022</u>

SIGNED /s/ David Falquette  
President of Council

ATTEST /s/ Amy L. Yockey  
Clerk of Council

APPROVED /s/ Timothy L. Theaker  
Mayor

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

# City of Mansfield

## 2023 Temporary Budget

Attachment to  
Bill# 22-223

Fund / Department / Classification	2023 Temporary Appropriations
<b>Fund: 101 General Fund</b>	
Department: 02 City Council	
Sub Department: 01 Operations	
Personal Svcs - Personal Services	\$174,242.00
EmPLY Benefits - Employee Benefits	\$42,918.00
Contract Svcs - Contractual Services	\$12,500.00
Supplies MatrIs - Supplies and Materials	\$3,500.00
Capital Outlay - Capital Outlay	\$0.00
Sub Department Total: Operations	\$233,160.00
Department Total: City Council	\$233,160.00
Department: 03 Municipal Court	
Personal Svcs - Personal Services	\$909,238.00
EmPLY Benefits - Employee Benefits	\$395,297.00
Contract Svcs - Contractual Services	\$207,000.00
Capital Outlay - Capital Outlay	\$0.00
Sub Department Total: Operations	\$1,511,535.00
Department Total: Municipal Court	\$1,511,535.00
Department: 04 Clerk of Court	
Personal Svcs - Personal Services	\$972,801.00
EmPLY Benefits - Employee Benefits	\$542,737.00
Contract Svcs - Contractual Services	\$55,000.00
Supplies MatrIs - Supplies and Materials	\$13,100.00
Capital Outlay - Capital Outlay	\$0.00
Sub Department Total: Operations	\$1,583,638.00
Department Total: Clerk of Court	\$1,583,638.00
Department: 05 Civil Service Commission	
Personal Svcs - Personal Services	\$17,550.00
EmPLY Benefits - Employee Benefits	\$3,100.00
Contract Svcs - Contractual Services	\$41,750.00
Sub Department Total: Operations	\$62,400.00
Department Total: Civil Service Commission	\$62,400.00
Department: 06 Law Director	
Personal Svcs - Personal Services	\$602,689.00
EmPLY Benefits - Employee Benefits	\$298,115.00
Contract Svcs - Contractual Services	\$43,830.00
Supplies MatrIs - Supplies and Materials	\$50,500.00
Capital Outlay - Capital Outlay	\$0.00
Other Charges - Other Charges	\$10,000.00
Transfers Out - Transfers Out	\$52,991.00
Sub Department Total: Operations	\$1,058,125.00
Department Total: Law Director	\$1,058,125.00

# City of Mansfield

## 2023 Temporary Budget

Fund / Department / Classification	2023 Temporary Appropriations
Department: 07 Finance Director	
Personal Svcs - Personal Services	\$588,761.00
Empl Benefits - Employee Benefits	\$268,432.00
Contract Svcs - Contractual Services	\$27,800.00
Supplies Matr's - Supplies and Materials	\$9,100.00
Capital Outlay - Capital Outlay	\$0.00
Sub Department Total: Operations	\$894,093.00
Sub Department: 02 Income Tax	
Personal Svcs - Personal Services	\$419,926.00
Empl Benefits - Employee Benefits	\$287,710.00
Contract Svcs - Contractual Services	\$52,200.00
Supplies Matr's - Supplies and Materials	\$6,540.00
Capital Outlay - Capital Outlay	\$0.00
Sub Department Total: Income Tax	\$766,376.00
Department Total: Finance Director	\$1,660,469.00
Department: 09 Mayor	
Sub Department: 01 Operations	
Personal Svcs - Personal Services	\$152,900.00
Empl Benefits - Employee Benefits	\$88,177.00
Contract Svcs - Contractual Services	\$5,000.00
Supplies Matr's - Supplies and Materials	\$4,000.00
Capital Outlay - Capital Outlay	\$0.00
Sub Department Total: Operations	\$250,077.00
Department Total: Mayor	\$250,077.00
Department: 10 Safety-Service Director	
Personal Svcs - Personal Services	\$105,290.00
Empl Benefits - Employee Benefits	\$56,990.00
Contract Svcs - Contractual Services	\$3,150.00
Supplies Matr's - Supplies and Materials	\$3,000.00
Capital Outlay - Capital Outlay	\$0.00
Sub Department Total: Operations	\$168,430.00
Department Total: Safety-Service Director	\$168,430.00
Department: 11 Human Resources	
Personal Svcs - Personal Services	\$173,454.00
Empl Benefits - Employee Benefits	\$66,259.00
Contract Svcs - Contractual Services	\$87,925.00
Supplies Matr's - Supplies and Materials	\$3,100.00
Capital Outlay - Capital Outlay	\$0.00
Sub Department Total: Operations	\$330,738.00
Department Total: Human Resources	\$330,738.00
Department: 12 Engineering	

# City of Mansfield

## 2023 Temporary Budget

Fund / Department / Classification	2023 Temporary Appropriations
Personal Svcs - Personal Services	\$370,293.00
Empl Benefits - Employee Benefits	\$179,175.00
Contract Svcs - Contractual Services	\$17,000.00
Supplies Matrls - Supplies and Materials	\$6,000.00
Capital Outlay - Capital Outlay	\$0.00
Sub Department Total: Operations	\$572,468.00
Department Total: Engineering	\$572,468.00
Department: 13 Codes and Permits	
Sub Department: 01 Operations	
Personal Svcs - Personal Services	\$380,998.00
Empl Benefits - Employee Benefits	\$245,691.00
Contract Svcs - Contractual Services	\$141,240.00
Supplies Matrls - Supplies and Materials	\$8,200.00
Capital Outlay - Capital Outlay	\$0.00
Other Charges - Other Charges	\$1,500.00
Sub Department Total: Operations	\$777,629.00
Sub Department: 21 Service Complex Board/Clean Up	
Personal Svcs - Personal Services	\$28,604.00
Empl Benefits - Employee Benefits	\$7,519.00
Sub Department Total: Srvc Complex Board/Clean Up	\$36,123.00
Department Total: Codes and Permits	\$813,752.00
Department: 17 Maintenance	
Sub Department: 01 Operations	
Personal Svcs - Personal Services	\$212,204.00
Empl Benefits - Employee Benefits	\$108,896.00
Contract Svcs - Contractual Services	\$555,250.00
Supplies Matrls - Supplies and Materials	\$96,050.00
Utilities - Utilities	\$3,600.00
Capital Outlay - Capital Outlay	\$0.00
Sub Department Total: Operations	\$976,000.00
Department Total: Maintenance	\$976,000.00
Department: 20 Public Works Director	
Personal Svcs - Personal Services	\$35,290.00
Empl Benefits - Employee Benefits	\$10,814.00
Supplies Matrls - Supplies and Materials	\$1,000.00
Capital Outlay - Capital Outlay	\$0.00
Sub Department Total: Operations	\$47,104.00
Department Total: Public Works Director	\$47,104.00
Department: 26 Human Relations	
Sub Department: 01 Operations	
Other Charges - Other Charges	\$10,880.00
Sub Department Total: Operations	\$10,880.00

# City of Mansfield

## 2023 Temporary Budget

Fund / Department / Classification	2023 Temporary Appropriations
Department Total: Human Relations	\$10,880.00
Department: 27 Records Storage	
Contract Srvs - Contractual Services	\$42,000.00
Capital Outlay - Capital Outlay	\$0.00
Sub Department Total: Operations	\$42,000.00
Department Total: Records Storage	\$42,000.00
Department: 63 Ocie Hill Center	
Utilities - Utilities	\$0.00
Sub Department Total: Operations	\$0.00
Department Total: Ocie Hill Center	\$0.00
Department: 65 Community Development	
Other Charges - Other Charges	\$0.00
Sub Department Total: Operations	\$0.00
Department Total: Community Development	\$0.00
Department: 99 Non-Departmental	
Sub Department: 99 Expenditures	
Empl Benefits - Employee Benefits	\$25,000.00
Contract Srvs - Contractual Services	\$3,325,652.00
Supplies MatrIs - Supplies and Materials	\$1,500.00
Utilities - Utilities	\$195,000.00
Other Charges - Other Charges	\$626,427.00
Transfers Out - Transfers Out	\$20,233,499.00
Sub Department Total: Expenditures	\$24,407,078.00
Department Total: Non-Departmental	\$24,407,078.00
<b>Fund Total: General Fund</b>	<b>\$33,727,854.00</b>
 <b><u>Fund: 202 Street Maintenance and Repair</u></b>	
Department: 53 Street	
Sub Department: 01 Operations	
Personal Srvs - Personal Services	\$570,607.00
Empl Benefits - Employee Benefits	\$436,079.00
Contract Srvs - Contractual Services	\$396,100.00
Supplies MatrIs - Supplies and Materials	\$301,800.00
Utilities - Utilities	\$35,000.00
Capital Outlay - Capital Outlay	\$455,000.00
Other Charges - Other Charges	\$0.00
Debt Service - Debt Service	\$41,551.00
Transfers Out - Transfers Out	\$902,497.00
Sub Department Total: Operations	\$3,138,634.00
Sub Department: 19 Misc Street-Snow-Leaf Activity	
Personal Srvs - Personal Services	\$200,000.00

# City of Mansfield

## 2023 Temporary Budget

Fund / Department / Classification	2023 Temporary Appropriations
Empl Benefits - Employee Benefits	\$48,079.00
Sub Department Total: Misc Street-Snow-Leaf Activity	\$248,079.00
Department Total: Street	\$3,386,713.00
<b>Fund Total: Street Maintenance and Repair</b>	<b>\$3,386,713.00</b>
 <b><u>Fund: 203 State Highway</u></b>	
Department: 53 Street	
Sub Department: 01 Operations	
Personal Svcs - Personal Services	\$205,500.00
Supplies MatrIs - Supplies and Materials	\$0.00
Sub Department Total: Operations	\$205,500.00
Department Total: Street	\$205,500.00
<b>Fund Total: State Highway</b>	<b>\$205,500.00</b>
 <b><u>Fund: 204 Alarm Monitoring</u></b>	
Department: 24 Public Safety Communications Ctr	
Sub Department: 01 Operations	
Personal Svcs - Personal Services	\$12,369.00
Empl Benefits - Employee Benefits	\$1,940.00
Contract Svcs - Contractual Services	\$6,375.00
Supplies MatrIs - Supplies and Materials	\$1,500.00
Capital Outlay - Capital Outlay	\$0.00
Other Charges - Other Charges	\$500.00
Sub Department Total: Operations	\$22,684.00
Department Total: Public Safety Communications Ctr	\$22,684.00
<b>Fund Total: Alarm Monitoring</b>	<b>\$22,684.00</b>
 <b><u>Fund: 206 Motor Vehicle License Tax Fund</u></b>	
Department: 53 Street	
Sub Department: 01 Operations	
Supplies MatrIs - Supplies and Materials	\$480,000.00
Sub Department Total: Operations	\$480,000.00
Department Total: Street	\$480,000.00
<b>Fund Total: Motor Vehicle License Tax Fund</b>	<b>\$480,000.00</b>
 <b><u>Fund: 207 Community Development</u></b>	
Department: 65 Community Development	
Sub Department: 25 Programs	
Personal Svcs - Personal Services	\$219,031.00
Empl Benefits - Employee Benefits	\$157,559.00

# City of Mansfield

## 2023 Temporary Budget

Fund / Department / Classification	2023 Temporary Appropriations
Contract Svcs - Contractual Services	\$2,354,795.00
Supplies MatrIs - Supplies and Materials	\$16,500.00
Utilities - Utilities	\$1,500.00
Capital Outlay - Capital Outlay	\$20,000.00
Other Charges - Other Charges	\$11,500.00
Sub Department Total: Programs	\$2,780,885.00
Department Total: Community Development	\$2,780,885.00
<b>Fund Total: Community Development</b>	<b>\$2,780,885.00</b>
 <b><u>Fund: 209 Drug Enforcement</u></b>	
Department: 06 Law Director	
Sub Department: 01 Operations	
Contract Svcs - Contractual Services	\$0.00
Sub Department Total: Operations	\$0.00
Department Total: Law Director	\$0.00
<b>Fund Total: Drug Enforcement</b>	<b>\$0.00</b>
 <b><u>Fund: 210 Drug Law Enforcement</u></b>	
Department: 15 Police	
Sub Department: 01 Operations	
Other Charges - Other Charges	\$2,000.00
Sub Department Total: Operations	\$2,000.00
Sub Department: 51 METRICH	
Other Charges - Other Charges	\$3,500.00
Sub Department Total: METRICH	\$3,500.00
Department Total: Police	\$5,500.00
<b>Fund Total: Drug Law Enforcement</b>	<b>\$5,500.00</b>
 <b><u>Fund: 211 Law Enforcement</u></b>	
Department: 06 Law Director	
Sub Department: 01 Operations	
Contract Svcs - Contractual Services	\$0.00
Sub Department Total: Operations	\$0.00
Department Total: Law Director	\$0.00
Department: 15 Police	
Other Charges - Other Charges	\$500.00
Sub Department Total: Operations	\$500.00
Sub Department: 51 METRICH	
Other Charges - Other Charges	\$5,000.00
Sub Department Total: METRICH	\$5,000.00
Department Total: Police	\$5,500.00

# City of Mansfield

## 2023 Temporary Budget

Fund / Department / Classification	2023 Temporary Appropriations
<b>Fund Total: Law Enforcement</b>	<b>\$5,500.00</b>
<b><u>Fund: 214 Safety Services</u></b>	
Department: 15 Police	
Sub Department: 01 Operations	
Personal Svcs - Personal Services	\$7,476,956.00
Emply Benefits - Employee Benefits	\$4,078,753.00
Contract Svcs - Contractual Services	\$346,112.00
Supplies MatrIs - Supplies and Materials	\$88,200.00
Utilities - Utilities	\$21,000.00
Capital Outlay - Capital Outlay	\$85,700.00
Other Charges - Other Charges	\$8,000.00
Transfers Out - Transfers Out	\$275,412.00
Sub Department Total: Operations	\$12,380,133.00
Sub Department: 42 Repair	
Personal Svcs - Personal Services	\$50,233.00
Emply Benefits - Employee Benefits	\$38,915.00
Contract Svcs - Contractual Services	\$30,777.00
Supplies MatrIs - Supplies and Materials	\$69,750.00
Capital Outlay - Capital Outlay	\$5,000.00
Sub Department Total: Repair	\$194,675.00
Sub Department: 50 Laboratory	
Personal Svcs - Personal Services	\$218,436.00
Emply Benefits - Employee Benefits	\$136,832.00
Contract Svcs - Contractual Services	\$73,474.00
Supplies MatrIs - Supplies and Materials	\$20,200.00
Capital Outlay - Capital Outlay	\$15,000.00
Transfers Out - Transfers Out	\$28,000.00
Sub Department Total: Laboratory	\$491,942.00
Sub Department: 52 Parking Meter	
Personal Svcs - Personal Services	\$42,226.00
Emply Benefits - Employee Benefits	\$44,114.00
Contract Svcs - Contractual Services	\$3,750.00
Supplies MatrIs - Supplies and Materials	\$3,500.00
Capital Outlay - Capital Outlay	\$4,000.00
Other Charges - Other Charges	\$1,400.00
Sub Department Total: Parking Meter	\$98,990.00
Department Total: Police	\$13,165,740.00
Department: 16 Fire	
Sub Department: 01 Operations	
Personal Svcs - Personal Services	\$7,258,773.00
Emply Benefits - Employee Benefits	\$4,526,440.00
Contract Svcs - Contractual Services	\$866,950.00

# City of Mansfield

## 2023 Temporary Budget

Fund / Department / Classification	2023 Temporary Appropriations
Supplies MatrIs - Supplies and Materials	\$186,500.00
Utilities - Utilities	\$68,000.00
Capital Outlay - Capital Outlay	\$110,000.00
Other Charges - Other Charges	\$4,000.00
Transfers Out - Transfers Out	\$325,000.00
Sub Department Total: Operations	\$13,345,663.00
Sub Department: 42 Repair	
Personal Srvs - Personal Services	\$102,146.00
Emply Benefits - Employee Benefits	\$59,184.00
Contract Srvs - Contractual Services	\$34,750.00
Supplies MatrIs - Supplies and Materials	\$88,400.00
Capital Outlay - Capital Outlay	\$0.00
Sub Department Total: Repair	\$284,480.00
Department Total: Fire	\$13,630,143.00
Department: 24 Public Safety Communications Ctr	
Sub Department: 01 Operations	
Personal Srvs - Personal Services	\$1,166,178.00
Emply Benefits - Employee Benefits	\$664,412.00
Contract Srvs - Contractual Services	\$91,950.00
Supplies MatrIs - Supplies and Materials	\$2,830.00
Capital Outlay - Capital Outlay	\$4,700.00
Sub Department Total: Operations	\$1,930,070.00
Department Total: Public Safety Communications Ctr	\$1,930,070.00
Department: 99 Non-Departmental	
Sub Department: 99 Expenditures	
Emply Benefits - Employee Benefits	\$10,000.00
Contract Srvs - Contractual Services	\$9,000.00
Other Charges - Other Charges	\$244,214.00
Transfers Out - Transfers Out	\$1,325,936.00
Sub Department Total: Expenditures	\$1,589,150.00
Department Total: Non-Departmental	\$1,589,150.00
<b>Fund Total: Safety Services</b>	<b>\$30,315,103.00</b>
<b><u>Fund: 215 Permissive Sales Tax</u></b>	
Department: 12 Engineering	
Sub Department: 01 Operations	
Contract Srvs - Contractual Services	\$202,000.00
Capital Outlay - Capital Outlay	\$100,000.00
Sub Department Total: Operations	\$302,000.00
Department Total: Engineering	\$302,000.00
<b>Fund Total: Permissive Sales Tax</b>	<b>\$302,000.00</b>

# City of Mansfield

## 2023 Temporary Budget

Fund / Department / Classification	2023 Temporary Appropriations
<b><u>Fund: 216 Industrial Development</u></b>	
Department: 30 Industrial Development	
Sub Department: 01 Operations	
Personal Svcs - Personal Services	\$89,084.00
Empl Benefits - Employee Benefits	\$29,898.00
Contract Svcs - Contractual Services	\$78,865.00
Supplies Matrls - Supplies and Materials	\$18,500.00
Other Charges - Other Charges	\$4,000.00
Transfers Out - Transfers Out	\$3,388.00
Sub Department Total: Operations	\$223,735.00
Sub Department: 25 Programs	
Contract Svcs - Contractual Services	\$148,500.00
Sub Department Total: Programs	\$148,500.00
Department Total: Industrial Development	\$372,235.00
<b>Fund Total: Industrial Development</b>	<b>\$372,235.00</b>
<b><u>Fund: 217 Indigent Drivers Alcohol Treat</u></b>	
Department: 03 Municipal Court	
Sub Department: 01 Operations	
Contract Svcs - Contractual Services	\$35,000.00
Supplies Matrls - Supplies and Materials	\$5,000.00
Sub Department Total: Operations	\$40,000.00
Department Total: Municipal Court	\$40,000.00
<b>Fund Total: Indigent Drivers Alcohol Treat</b>	<b>\$40,000.00</b>
<b><u>Fund: 218 Indigent Drivers Alcohol Monitor</u></b>	
Department: 03 Municipal Court	
Sub Department: 01 Operations	
Contract Svcs - Contractual Services	\$15,000.00
Sub Department Total: Operations	\$15,000.00
Department Total: Municipal Court	\$15,000.00
<b>Fund Total: Indigent Drivers Alcohol Monitor</b>	<b>\$15,000.00</b>
<b><u>Fund: 219 Court Computerization</u></b>	
Department: 03 Municipal Court	
Sub Department: 01 Operations	
Personal Svcs - Personal Services	\$59,653.00
Empl Benefits - Employee Benefits	\$39,416.00
Contract Svcs - Contractual Services	\$130,000.00
Supplies Matrls - Supplies and Materials	\$22,000.00
Capital Outlay - Capital Outlay	\$55,000.00
Other Charges - Other Charges	\$4,000.00

# City of Mansfield

## 2023 Temporary Budget

Fund / Department / Classification	2023 Temporary Appropriations
Sub Department Total: Operations	\$310,069.00
Department Total: Municipal Court	\$310,069.00
<b>Fund Total: Court Computerization</b>	<b>\$310,069.00</b>
 <b><u>Fund: 220 Legal Research</u></b>	
Department: 03 Municipal Court	
Sub Department: 01 Operations	
Contract Svcs - Contractual Services	\$40,000.00
Supplies Matris - Supplies and Materials	\$5,000.00
Sub Department Total: Operations	\$45,000.00
Department Total: Municipal Court	\$45,000.00
<b>Fund Total: Legal Research</b>	<b>\$45,000.00</b>
 <b><u>Fund: 221 American Rescue Plan (ARP) Fund</u></b>	
Department: 12 Engineering	
Contract Svcs - Contractual Services	\$0.00
Capital Outlay - Capital Outlay	\$2,852,000.00
Sub Department Total: Grants	\$2,852,000.00
Department Total: Engineering	\$2,852,000.00
Department: 15 Police	
Personal Svcs - Personal Services	\$214,500.00
Capital Outlay - Capital Outlay	\$247.00
Sub Department Total: Grants	\$214,747.00
Department Total: Police	\$214,747.00
Department: 16 Fire	
Capital Outlay - Capital Outlay	\$350,000.00
Sub Department Total: Grants	\$350,000.00
Department Total: Fire	\$350,000.00
Department: 24 Public Safety Communications Ctr	
Personal Svcs - Personal Services	\$0.00
Capital Outlay - Capital Outlay	\$0.00
Sub Department Total: Grants	\$0.00
Department Total: Public Safety Communications Ctr	\$0.00
Department: 30 Industrial Development	
Contract Svcs - Contractual Services	\$200,000.00
Sub Department Total: Grants	\$200,000.00
Department Total: Industrial Development	\$200,000.00
Department: 48 Airport	
Capital Outlay - Capital Outlay	\$7,312.00

# City of Mansfield

## 2023 Temporary Budget

Fund / Department / Classification	2023 Temporary Appropriations
Sub Department Total: Grants	\$7,312.00
Department Total: Airport	\$7,312.00
Department: 65 Community Development	
Contract Srvs - Contractual Services	\$0.00
Sub Department Total: Grants	\$0.00
Department Total: Community Development	\$0.00
Department: 99 Non-Departmental	
Sub Department: 99 Expenditures	
Contract Srvs - Contractual Services	\$0.00
Other Charges - Other Charges	\$8,374,349.00
Sub Department Total: Expenditures	\$8,374,349.00
Department Total: Non-Departmental	\$8,374,349.00
<b>Fund Total: American Rescue Plan (ARP) Fund</b>	<b>\$11,998,408.00</b>
<b><u>Fund: 224 Grant Fund</u></b>	
Department: 03 Municipal Court	
Sub Department: 30 Grants	
Personal Srvs - Personal Services	\$539,943.00
Empl Benefits - Employee Benefits	\$69,549.00
Contract Srvs - Contractual Services	\$128,206.00
Supplies Matrls - Supplies and Materials	\$37,050.00
Capital Outlay - Capital Outlay	\$15,000.00
Other Charges - Other Charges	\$37,500.00
Sub Department Total: Grants	\$827,248.00
Department Total: Municipal Court	\$827,248.00
Department: 06 Law Director	
Personal Srvs - Personal Services	\$45,620.00
Empl Benefits - Employee Benefits	\$36,245.00
Contract Srvs - Contractual Services	\$2,590.00
Supplies Matrls - Supplies and Materials	\$2,092.00
Sub Department Total: Grants	\$86,547.00
Department Total: Law Director	\$86,547.00
Department: 12 Engineering	
Personal Srvs - Personal Services	\$9,275.00
Empl Benefits - Employee Benefits	\$0.00
Contract Srvs - Contractual Services	\$1,424.00
Supplies Matrls - Supplies and Materials	\$1,801.00
Capital Outlay - Capital Outlay	\$25,777,340.00
Sub Department Total: Grants	\$25,789,840.00
Department Total: Engineering	\$25,789,840.00

# City of Mansfield

## 2023 Temporary Budget

Fund / Department / Classification	2023 Temporary Appropriations
Department: 15 Police	
Personal Svcs - Personal Services	\$439,847.00
Emply Benefits - Employee Benefits	\$230,833.00
Contract Svcs - Contractual Services	\$266,739.00
Supplies MatrIs - Supplies and Materials	\$2,478.00
Capital Outlay - Capital Outlay	\$142,410.00
Sub Department Total: Grants	\$1,082,307.00
Sub Department: 50 Laboratory	
Personal Svcs - Personal Services	\$231,107.00
Emply Benefits - Employee Benefits	\$150,336.00
Contract Svcs - Contractual Services	\$89,282.00
Supplies MatrIs - Supplies and Materials	\$47,036.00
Capital Outlay - Capital Outlay	\$276,732.00
Sub Department Total: Laboratory	\$794,493.00
Sub Department: 51 METRICH	
Personal Svcs - Personal Services	\$51,895.00
Emply Benefits - Employee Benefits	\$35,393.00
Contract Svcs - Contractual Services	\$263,041.00
Supplies MatrIs - Supplies and Materials	\$7,859.00
Capital Outlay - Capital Outlay	\$27,681.00
Other Charges - Other Charges	\$78,000.00
Sub Department Total: METRICH	\$463,869.00
Department Total: Police	\$2,340,669.00
Department: 16 Fire	
Sub Department: 30 Grants	
Capital Outlay - Capital Outlay	\$14,916.00
Sub Department Total: Grants	\$14,916.00
Department Total: Fire	\$14,916.00
Department: 18 Parks & Recreation	
Capital Outlay - Capital Outlay	\$598,000.00
Sub Department Total: Grants	\$598,000.00
Department Total: Parks & Recreation	\$598,000.00
Department: 48 Airport	
Personal Svcs - Personal Services	\$0.00
Capital Outlay - Capital Outlay	\$29,689.00
Sub Department Total: Grants	\$29,689.00
Department Total: Airport	\$29,689.00
Department: 65 Community Development	
Personal Svcs - Personal Services	\$10,000.00
Emply Benefits - Employee Benefits	\$1,545.00
Contract Svcs - Contractual Services	\$238,455.00
Supplies MatrIs - Supplies and Materials	\$132.00

# City of Mansfield

## 2023 Temporary Budget

Fund / Department / Classification	2023 Temporary Appropriations
Capital Outlay - Capital Outlay	\$41,287.00
Sub Department Total: Grants	\$291,419.00
Department Total: Community Development	\$291,419.00
<b>Fund Total: Grant Fund</b>	<b>\$29,978,328.00</b>
 <b><u>Fund: 225 Probation Services</u></b>	
Department: 03 Municipal Court	
Sub Department: 01 Operations	
Personal Svcs - Personal Services	\$99,767.00
Emply Benefits - Employee Benefits	\$46,515.00
Contract Svcs - Contractual Services	\$97,000.00
Supplies MatrIs - Supplies and Materials	\$9,500.00
Capital Outlay - Capital Outlay	\$6,000.00
Sub Department Total: Operations	\$258,782.00
Department Total: Municipal Court	\$258,782.00
<b>Fund Total: Probation Services</b>	<b>\$258,782.00</b>
 <b><u>Fund: 226 Court Costs</u></b>	
Department: 03 Municipal Court	
Sub Department: 73 Security - Special Projects	
Personal Svcs - Personal Services	\$101,613.00
Emply Benefits - Employee Benefits	\$17,949.00
Contract Svcs - Contractual Services	\$5,500.00
Supplies MatrIs - Supplies and Materials	\$1,500.00
Capital Outlay - Capital Outlay	\$3,000.00
Transfers Out - Transfers Out	\$24,700.00
Sub Department Total: Security - Special Projects	\$154,262.00
Sub Department: 74 General - Special Projects	
Personal Svcs - Personal Services	\$537,024.00
Emply Benefits - Employee Benefits	\$419,765.00
Contract Svcs - Contractual Services	\$70,000.00
Supplies MatrIs - Supplies and Materials	\$13,000.00
Capital Outlay - Capital Outlay	\$5,000.00
Sub Department Total: General - Special Projects	\$1,044,789.00
Department Total: Municipal Court	\$1,199,051.00
Department: 04 Clerk of Court	
Sub Department: 01 Operations	
Contract Svcs - Contractual Services	\$85,000.00
Sub Department Total: Operations	\$85,000.00
Department Total: Clerk of Court	\$85,000.00
<b>Fund Total: Court Costs</b>	<b>\$1,284,051.00</b>

# City of Mansfield

## 2023 Temporary Budget

Fund / Department / Classification	2023 Temporary Appropriations
<b><u>Fund: 228 27th Pay Reserve Fund</u></b>	
Department: 99 Non-Departmental	
Sub Department: 01 Operations	
Personal Svcs - Personal Services	\$0.00
Sub Department Total: Operations	\$0.00
Department Total: Non-Departmental	\$0.00
<b>Fund Total: 27th Pay Reserve Fund</b>	<b>\$0.00</b>
 <b><u>Fund: 229 Boulevard Assessment</u></b>	
Department: 99 Non-Departmental	
Sub Department: 01 Operations	
Contract Svcs - Contractual Services	\$4,600.00
Supplies MatrIs - Supplies and Materials	\$1,300.00
Sub Department Total: Operations	\$5,900.00
Department Total: Non-Departmental	\$5,900.00
<b>Fund Total: Boulevard Assessment</b>	<b>\$5,900.00</b>
 <b><u>Fund: 230 PAL Donation</u></b>	
Department: 15 Police	
Sub Department: 01 Operations	
Contract Svcs - Contractual Services	\$500.00
Supplies MatrIs - Supplies and Materials	\$0.00
Sub Department Total: Operations	\$500.00
Department Total: Police	\$500.00
<b>Fund Total: PAL Donation</b>	<b>\$500.00</b>
 <b><u>Fund: 231 DARE Donation</u></b>	
Department: 15 Police	
Sub Department: 01 Operations	
Supplies MatrIs - Supplies and Materials	\$0.00
Sub Department Total: Operations	\$0.00
Department Total: Police	\$0.00
<b>Fund Total: DARE Donation</b>	<b>\$0.00</b>
 <b><u>Fund: 232 K-9 Donation</u></b>	
Department: 15 Police	
Sub Department: 01 Operations	
Contract Svcs - Contractual Services	\$0.00
Supplies MatrIs - Supplies and Materials	\$0.00
Capital Outlay - Capital Outlay	\$0.00

# City of Mansfield

## 2023 Temporary Budget

Fund / Department / Classification	2023 Temporary Appropriations
Sub Department Total: Operations	\$0.00
Department Total: Police	\$0.00
<b>Fund Total: K-9 Donation</b>	<b>\$0.00</b>
 <b><u>Fund: 233 Donations Against Injection Well</u></b>	
Department: 99 Non-Departmental	
Sub Department: 01 Operations	
Contract Svcs - Contractual Services	\$0.00
Sub Department Total: Operations	\$0.00
Department Total: Non-Departmental	\$0.00
<b>Fund Total: Donations Against Injection Well</b>	<b>\$0.00</b>
 <b><u>Fund: 234 Separation Fund</u></b>	
Department: 99 Non-Departmental	
Sub Department: 01 Operations	
Emply Benefits - Employee Benefits	\$1,513,612.00
Sub Department Total: Operations	\$1,513,612.00
Department Total: Non-Departmental	\$1,513,612.00
<b>Fund Total: Separation Fund</b>	<b>\$1,513,612.00</b>
 <b><u>Fund: 235 Budget Stabilization Fund</u></b>	
Department: 99 Non-Departmental	
Sub Department: 01 Operations	
Transfers Out - Transfers Out	\$0.00
Sub Department Total: Operations	\$0.00
Department Total: Non-Departmental	\$0.00
<b>Fund Total: Budget Stabilization Fund</b>	<b>\$0.00</b>
 <b><u>Fund: 236 Parks &amp; Recreation</u></b>	
Department: 18 Parks & Recreation	
Sub Department: 01 Operations	
Personal Svcs - Personal Services	\$338,821.00
Emply Benefits - Employee Benefits	\$236,231.00
Contract Svcs - Contractual Services	\$81,900.00
Supplies MatrIs - Supplies and Materials	\$61,000.00
Utilities - Utilities	\$31,000.00
Capital Outlay - Capital Outlay	\$214,000.00
Other Charges - Other Charges	\$27,129.00
Transfers Out - Transfers Out	\$81,103.00
Sub Department Total: Operations	\$1,071,184.00
Sub Department: 27 Seasonal	

# City of Mansfield

## 2023 Temporary Budget

Fund / Department / Classification	2023 Temporary Appropriations
Personal Svcs - Personal Services	\$25,000.00
Emply Benefits - Employee Benefits	\$4,417.00
Sub Department Total: Seasonal	\$29,417.00
Sub Department: 35 Pools	
Personal Svcs - Personal Services	\$0.00
Emply Benefits - Employee Benefits	\$0.00
Contract Svcs - Contractual Services	\$0.00
Supplies MatrIs - Supplies and Materials	\$0.00
Sub Department Total: Pools	\$0.00
Department Total: Parks & Recreation	\$1,100,601.00
<b>Fund Total: Parks &amp; Recreation</b>	<b>\$1,100,601.00</b>
<b><u>Fund: 237 Street Lighting</u></b>	
Department: 99 Non-Departmental	
Sub Department: 01 Operations	
Utilities - Utilities	\$520,000.00
Capital Outlay - Capital Outlay	\$10,000.00
Other Charges - Other Charges	\$9,764.00
Sub Department Total: Operations	\$539,764.00
Department Total: Non-Departmental	\$539,764.00
<b>Fund Total: Street Lighting</b>	<b>\$539,764.00</b>
<b><u>Fund: 238 Demolition</u></b>	
Department: 65 Community Development	
Sub Department: 01 Operations	
Personal Svcs - Personal Services	\$35,000.00
Emply Benefits - Employee Benefits	\$8,832.00
Contract Svcs - Contractual Services	\$1,326,222.00
Supplies MatrIs - Supplies and Materials	\$0.00
Other Charges - Other Charges	\$24,388.00
Sub Department Total: Operations	\$1,394,442.00
Department Total: Community Development	\$1,394,442.00
<b>Fund Total: Demolition</b>	<b>\$1,394,442.00</b>
<b><u>Fund: 239 Safety Services PRIDE</u></b>	
Department: 15 Police	
Sub Department: 01 Operations	
Transfers Out - Transfers Out	\$960,778.00
Sub Department Total: Operations	\$960,778.00
Department Total: Police	\$960,778.00
Department: 16 Fire	

# City of Mansfield

## 2023 Temporary Budget

Fund / Department / Classification	2023 Temporary Appropriations
Transfers Out - Transfers Out	\$960,778.00
Sub Department Total: Operations	\$960,778.00
Department Total: Fire	\$960,778.00
Department: 24 Public Safety Communications Ctr	
Transfers Out - Transfers Out	\$50,000.00
Sub Department Total: Operations	\$50,000.00
Department Total: Public Safety Communications Ctr	\$50,000.00
Department: 99 Non-Departmental	
Other Charges - Other Charges	\$60,976.00
Transfers Out - Transfers Out	\$0.00
Sub Department Total: Operations	\$60,976.00
Department Total: Non-Departmental	\$60,976.00
<b>Fund Total: Safety Services PRIDE</b>	<b>\$2,032,532.00</b>
<b><u>Fund: 240 Honor Guard Donation</u></b>	
Department: 15 Police	
Sub Department: 01 Operations	
Empl Benefits - Employee Benefits	\$1,000.00
Contract Srvs - Contractual Services	\$1,000.00
Sub Department Total: Operations	\$2,000.00
Department Total: Police	\$2,000.00
<b>Fund Total: Honor Guard Donation</b>	<b>\$2,000.00</b>
<b><u>Fund: 301 Debt Service</u></b>	
Department: 82 G/O Debt Service	
Debt Service - Debt Service	\$4,160,330.00
Sub Department Total: Operations	\$4,160,330.00
Department Total: G/O Debt Service	\$4,160,330.00
<b>Fund Total: Debt Service</b>	<b>\$4,160,330.00</b>
<b><u>Fund: 404 Street Resurfacing</u></b>	
Department: 53 Street	
Sub Department: 01 Operations	
Contract Srvs - Contractual Services	\$6,046,500.00
Supplies Matris - Supplies and Materials	\$46,000.00
Sub Department Total: Operations	\$6,092,500.00
Department Total: Street	\$6,092,500.00
Department: 99 Non-Departmental	
Sub Department: 99 Expenditures	

# City of Mansfield

## 2023 Temporary Budget

Fund / Department / Classification	2023 Temporary Appropriations
Other Charges - Other Charges	\$122,106.00
Sub Department Total: Expenditures	\$122,106.00
Department Total: Non-Departmental	\$122,106.00
<b>Fund Total: Street Resurfacing</b>	<b>\$6,214,606.00</b>
 <b><u>Fund: 409 Ohio Public Works Commission</u></b>	
Department: 12 Engineering	
Sub Department: 25 Programs	
Capital Outlay - Capital Outlay	\$500,000.00
Sub Department Total: Programs	\$500,000.00
Department Total: Engineering	\$500,000.00
<b>Fund Total: Ohio Public Works Commission</b>	<b>\$500,000.00</b>
 <b><u>Fund: 417 Reid Industrial Park</u></b>	
Department: 30 Industrial Development	
Sub Department: 25 Programs	
Capital Outlay - Capital Outlay	\$70,704.00
Sub Department Total: Programs	\$70,704.00
Department Total: Industrial Development	\$70,704.00
<b>Fund Total: Reid Industrial Park</b>	<b>\$70,704.00</b>
 <b><u>Fund: 418 Police Capital Equipment</u></b>	
Department: 15 Police	
Sub Department: 01 Operations	
Capital Outlay - Capital Outlay	\$22,740.00
Sub Department Total: Operations	\$22,740.00
Department Total: Police	\$22,740.00
<b>Fund Total: Police Capital Equipment</b>	<b>\$22,740.00</b>
 <b><u>Fund: 419 Electrical Service Upgrade</u></b>	
Department: 17 Maintenance	
Sub Department: 01 Operations	
Capital Outlay - Capital Outlay	\$5,542.00
Sub Department Total: Operations	\$5,542.00
Department Total: Maintenance	\$5,542.00
<b>Fund Total: Electrical Service Upgrade</b>	<b>\$5,542.00</b>

# City of Mansfield

## 2023 Temporary Budget

Fund / Department / Classification	2023 Temporary Appropriations
<b><u>Fund: 420 Fire Capital Equipment</u></b>	
Department: 16 Fire	
Sub Department: 01 Operations	
Capital Outlay - Capital Outlay	\$0.00
Debt Service - Debt Service	\$326,493.00
Sub Department Total: Operations	\$326,493.00
Department Total: Fire	\$326,493.00
<b>Fund Total: Fire Capital Equipment</b>	<b>\$326,493.00</b>
<b><u>Fund: 422 Capital Equipment</u></b>	
Department: 02 City Council	
Sub Department: 01 Operations	
Capital Outlay - Capital Outlay	\$427.00
Sub Department Total: Operations	\$427.00
Department Total: City Council	\$427.00
Department: 03 Municipal Court	
Capital Outlay - Capital Outlay	\$0.00
Sub Department Total: Operations	\$0.00
Department Total: Municipal Court	\$0.00
Department: 04 Clerk of Court	
Capital Outlay - Capital Outlay	\$476.00
Sub Department Total: Operations	\$476.00
Department Total: Clerk of Court	\$476.00
Department: 06 Law Director	
Capital Outlay - Capital Outlay	\$1.00
Sub Department Total: Operations	\$1.00
Department Total: Law Director	\$1.00
Department: 07 Finance Director	
Capital Outlay - Capital Outlay	\$393.00
Sub Department Total: Operations	\$393.00
Department Total: Finance Director	\$393.00
Department: 09 Mayor	
Capital Outlay - Capital Outlay	\$1.00
Sub Department Total: Operations	\$1.00
Department Total: Mayor	\$1.00
Department: 11 Human Resources	
Capital Outlay - Capital Outlay	\$0.00
Sub Department Total: Operations	\$0.00

# City of Mansfield

## 2023 Temporary Budget

Fund / Department / Classification	2023 Temporary Appropriations
Department Total: Human Resources	\$0.00
Department: 12 Engineering	
Capital Outlay - Capital Outlay	\$1,313.00
Sub Department Total: Operations	\$1,313.00
Department Total: Engineering	\$1,313.00
Department: 13 Codes and Permits	
Capital Outlay - Capital Outlay	\$2,367.00
Sub Department Total: Operations	\$2,367.00
Department Total: Codes and Permits	\$2,367.00
Department: 15 Police	
Capital Outlay - Capital Outlay	\$0.00
Sub Department Total: Operations	\$0.00
Sub Department: 50 Laboratory	
Capital Outlay - Capital Outlay	\$266.00
Sub Department Total: Laboratory	\$266.00
Department Total: Police	\$266.00
Department: 16 Fire	
Sub Department: 01 Operations	
Capital Outlay - Capital Outlay	\$3,276.00
Sub Department Total: Operations	\$3,276.00
Department Total: Fire	\$3,276.00
Department: 17 Maintenance	
Capital Outlay - Capital Outlay	\$2,787.00
Sub Department Total: Operations	\$2,787.00
Department Total: Maintenance	\$2,787.00
Department: 18 Parks & Recreation	
Capital Outlay - Capital Outlay	\$5,779.00
Sub Department Total: Operations	\$5,779.00
Department Total: Parks & Recreation	\$5,779.00
Department: 36 Clearfork	
Capital Outlay - Capital Outlay	\$5,490.00
Sub Department Total: Operations	\$5,490.00
Department Total: Clearfork	\$5,490.00
Department: 38 Water	
Sub Department: 42 Repair	
Capital Outlay - Capital Outlay	\$37,789.00
Sub Department Total: Repair	\$37,789.00
Sub Department: 43 Treatment Plant	
Capital Outlay - Capital Outlay	\$141,200.00

# City of Mansfield

## 2023 Temporary Budget

Fund / Department / Classification	2023 Temporary Appropriations
Sub Department Total: Treatment Plant	\$141,200.00
Department Total: Water	\$178,989.00
Department: 43 Sewer	
Sub Department: 42 Repair	
Capital Outlay - Capital Outlay	\$30,072.00
Sub Department Total: Repair	\$30,072.00
Sub Department: 43 Treatment Plant	
Capital Outlay - Capital Outlay	\$5,982.00
Sub Department Total: Treatment Plant	\$5,982.00
Department Total: Sewer	\$36,054.00
Department: 48 Airport	
Sub Department: 01 Operations	
Capital Outlay - Capital Outlay	\$6,564.00
Sub Department Total: Operations	\$6,564.00
Department Total: Airport	\$6,564.00
Department: 50 Repair Garage	
Capital Outlay - Capital Outlay	\$12,272.00
Sub Department Total: Operations	\$12,272.00
Department Total: Repair Garage	\$12,272.00
Department: 52 Utility Collections	
Capital Outlay - Capital Outlay	\$1,217.00
Sub Department Total: Operations	\$1,217.00
Department Total: Utility Collections	\$1,217.00
Department: 53 Street	
Capital Outlay - Capital Outlay	\$57,806.00
Sub Department Total: Operations	\$57,806.00
Department Total: Street	\$57,806.00
Department: 54 Information Technology	
Capital Outlay - Capital Outlay	\$7,137.00
Sub Department Total: Operations	\$7,137.00
Department Total: Information Technology	\$7,137.00
Department: 65 Community Development	
Capital Outlay - Capital Outlay	\$2,014.00
Sub Department Total: Operations	\$2,014.00
Department Total: Community Development	\$2,014.00
Department: 99 Non-Departmental	
Sub Department: 99 Expenditures	
Capital Outlay - Capital Outlay	\$199.00
Sub Department Total: Expenditures	\$199.00
Department Total: Non-Departmental	\$199.00

# City of Mansfield

## 2023 Temporary Budget

Fund / Department / Classification	2023 Temporary Appropriations
<b>Fund Total: Capital Equipment</b>	<b>\$324,828.00</b>
<b><u>Fund: 423 Permanent Improvement</u></b>	
Department: 99 Non-Departmental	
Sub Department: 99 Expenditures	
Capital Outlay - Capital Outlay	\$29,224.00
Sub Department Total: Expenditures	\$29,224.00
Department Total: Non-Departmental	\$29,224.00
<b>Fund Total: Permanent Improvement</b>	<b>\$29,224.00</b>
<b><u>Fund: 424 Water Meter Improvement Fund</u></b>	
Department: 52 Utility Collections	
Sub Department: 25 Programs	
Capital Outlay - Capital Outlay	\$0.00
Sub Department Total: Programs	\$0.00
Department Total: Utility Collections	\$0.00
<b>Fund Total: Water Meter Improvement Fund</b>	<b>\$0.00</b>
<b><u>Fund: 425 Downtown Improvements Fund</u></b>	
Department: 28 Downtown Improvements	
Sub Department: 25 Programs	
Contract Srvs - Contractual Services	\$120,000.00
Capital Outlay - Capital Outlay	\$120,000.00
Sub Department Total: Programs	\$240,000.00
Department Total: Downtown Improvements	\$240,000.00
<b>Fund Total: Downtown Improvements Fund</b>	<b>\$240,000.00</b>
<b><u>Fund: 426 Water Treatment Plant Imp Fund</u></b>	
Department: 12 Engineering	
Sub Department: 25 Programs	
Capital Outlay - Capital Outlay	\$12,986,695.00
Sub Department Total: Programs	\$12,986,695.00
Department Total: Engineering	\$12,986,695.00
<b>Fund Total: Water Treatment Plant Imp Fund</b>	<b>\$12,986,695.00</b>
<b><u>Fund: 427 Crime Lab Equipment Fund</u></b>	

# City of Mansfield

## 2023 Temporary Budget

Fund / Department / Classification	2023 Temporary Appropriations
Department: 15 Police	
Sub Department: 50 Laboratory	
Capital Outlay - Capital Outlay	\$53,975.00
Sub Department Total: Laboratory	\$53,975.00
Department Total: Police	\$53,975.00
<b>Fund Total: Crime Lab Equipment Fund</b>	<b>\$53,975.00</b>
 <b><u>Fund: 428 MPD Training Facility Fund</u></b>	
Department: 15 Police	
Sub Department: 25 Programs	
Capital Outlay - Capital Outlay	\$0.00
Sub Department Total: Programs	\$0.00
Department Total: Police	\$0.00
<b>Fund Total: MPD Training Facility Fund</b>	<b>\$0.00</b>
 <b><u>Fund: 502 Water Fund</u></b>	
Department: 36 Clearfork	
Sub Department: 27 Seasonal	
Personal Svcs - Personal Services	\$12,000.00
Emply Benefits - Employee Benefits	\$1,854.00
Sub Department Total: Seasonal	\$13,854.00
Sub Department: 40 Marina	
Contract Svcs - Contractual Services	\$42,650.00
Supplies MatrIs - Supplies and Materials	\$18,050.00
Utilities - Utilities	\$44,500.00
Capital Outlay - Capital Outlay	\$0.00
Other Charges - Other Charges	\$15,500.00
Sub Department Total: Marina	\$120,700.00
Sub Department: 41 Reservoir	
Personal Svcs - Personal Services	\$382,540.00
Emply Benefits - Employee Benefits	\$206,548.00
Contract Svcs - Contractual Services	\$57,950.00
Supplies MatrIs - Supplies and Materials	\$39,000.00
Capital Outlay - Capital Outlay	\$0.00
Sub Department Total: Reservoir	\$686,038.00
Department Total: Clearfork	\$820,592.00
Department: 38 Water	
Sub Department: 27 Seasonal	
Personal Svcs - Personal Services	\$12,000.00
Emply Benefits - Employee Benefits	\$1,854.00

# City of Mansfield

## 2023 Temporary Budget

Fund / Department / Classification	2023 Temporary Appropriations
<b>Sub Department Total: Seasonal</b>	<b>\$13,854.00</b>
Sub Department: 42 Repair	
Personal Svcs - Personal Services	\$1,438,431.00
Emply Benefits - Employee Benefits	\$902,785.00
Contract Svcs - Contractual Services	\$163,400.00
Supplies MatrIs - Supplies and Materials	\$640,000.00
Utilities - Utilities	\$26,000.00
Capital Outlay - Capital Outlay	\$0.00
<b>Sub Department Total: Repair</b>	<b>\$3,170,616.00</b>
Sub Department: 43 Treatment Plant	
Personal Svcs - Personal Services	\$806,474.00
Emply Benefits - Employee Benefits	\$406,421.00
Contract Svcs - Contractual Services	\$961,270.00
Supplies MatrIs - Supplies and Materials	\$1,200,900.00
Utilities - Utilities	\$725,000.00
Capital Outlay - Capital Outlay	\$0.00
<b>Sub Department Total: Treatment Plant</b>	<b>\$4,100,065.00</b>
<b>Department Total: Water</b>	<b>\$7,284,535.00</b>
Department: 99 Non-Departmental	
Sub Department: 99 Expenditures	
Emply Benefits - Employee Benefits	\$5,000.00
Contract Svcs - Contractual Services	\$548,800.00
Capital Outlay - Capital Outlay	\$0.00
Other Charges - Other Charges	\$51,000.00
Debt Service - Debt Service	\$61,414.00
Transfers Out - Transfers Out	\$4,490,490.00
<b>Sub Department Total: Expenditures</b>	<b>\$5,156,704.00</b>
<b>Department Total: Non-Departmental</b>	<b>\$5,156,704.00</b>
<b>Fund Total: Water Fund</b>	<b>\$13,261,831.00</b>
<b><u>Fund: 503 Sewer Fund</u></b>	
Department: 43 Sewer	
Sub Department: 27 Seasonal	
Personal Svcs - Personal Services	\$6,000.00
Emply Benefits - Employee Benefits	\$927.00
<b>Sub Department Total: Seasonal</b>	<b>\$6,927.00</b>
Sub Department: 42 Repair	
Personal Svcs - Personal Services	\$1,416,685.00
Emply Benefits - Employee Benefits	\$880,381.00
Contract Svcs - Contractual Services	\$209,700.00
Supplies MatrIs - Supplies and Materials	\$396,500.00

# City of Mansfield

## 2023 Temporary Budget

Fund / Department / Classification	2023 Temporary Appropriations
Utilities - Utilities	\$26,000.00
Capital Outlay - Capital Outlay	\$330,000.00
Debt Service - Debt Service	\$86,812.00
Transfers Out - Transfers Out	\$0.00
<b>Sub Department Total: Repair</b>	<b>\$3,346,078.00</b>
Sub Department: 43 Treatment Plant	
Personal Srvs - Personal Services	\$1,063,970.00
Emply Benefits - Employee Benefits	\$642,018.00
Contract Srvs - Contractual Services	\$810,600.00
Supplies MatrIs - Supplies and Materials	\$642,100.00
Utilities - Utilities	\$750,000.00
Capital Outlay - Capital Outlay	\$510,200.00
Other Charges - Other Charges	\$0.00
Transfers Out - Transfers Out	\$0.00
<b>Sub Department Total: Treatment Plant</b>	<b>\$4,418,888.00</b>
<b>Department Total: Sewer</b>	<b>\$7,771,893.00</b>
Department: 99 Non-Departmental	
Sub Department: 99 Expenditures	
Emply Benefits - Employee Benefits	\$5,000.00
Contract Srvs - Contractual Services	\$1,733,000.00
Capital Outlay - Capital Outlay	\$5,700,000.00
Other Charges - Other Charges	\$45,500.00
Debt Service - Debt Service	\$119,340.00
Transfers Out - Transfers Out	\$4,194,869.00
<b>Sub Department Total: Expenditures</b>	<b>\$11,797,709.00</b>
<b>Department Total: Non-Departmental</b>	<b>\$11,797,709.00</b>
<b>Fund Total: Sewer Fund</b>	<b>\$19,569,602.00</b>
<b><u>Fund: 504 Airport Fund</u></b>	
Department: 48 Airport	
Sub Department: 01 Operations	
Personal Srvs - Personal Services	\$286,056.00
Emply Benefits - Employee Benefits	\$185,178.00
Contract Srvs - Contractual Services	\$418,123.00
Supplies MatrIs - Supplies and Materials	\$143,318.00
Utilities - Utilities	\$48,000.00
Capital Outlay - Capital Outlay	\$0.00
Other Charges - Other Charges	\$0.00
Transfers Out - Transfers Out	\$110,135.00
<b>Sub Department Total: Operations</b>	<b>\$1,190,810.00</b>
<b>Department Total: Airport</b>	<b>\$1,190,810.00</b>

# City of Mansfield

## 2023 Temporary Budget

Fund / Department / Classification	2023 Temporary Appropriations
<b>Fund Total: Airport Fund</b>	<b>\$1,190,810.00</b>
<b><u>Fund: 601 Garage Operating</u></b>	
Department: 50 Repair Garage	
Sub Department: 01 Operations	
Personal Svcs - Personal Services	\$386,630.00
Emply Benefits - Employee Benefits	\$257,160.00
Contract Svcs - Contractual Services	\$118,600.00
Supplies MatrIs - Supplies and Materials	\$809,000.00
Utilities - Utilities	\$20,000.00
Capital Outlay - Capital Outlay	\$0.00
Transfers Out - Transfers Out	\$165,157.00
Sub Department Total: Operations	\$1,756,547.00
Department Total: Repair Garage	\$1,756,547.00
<b>Fund Total: Garage Operating</b>	<b>\$1,756,547.00</b>
<b><u>Fund: 602 Information Technology</u></b>	
Department: 54 Information Technology	
Sub Department: 01 Operations	
Personal Svcs - Personal Services	\$202,664.00
Emply Benefits - Employee Benefits	\$146,123.00
Contract Svcs - Contractual Services	\$388,725.00
Supplies MatrIs - Supplies and Materials	\$11,500.00
Capital Outlay - Capital Outlay	\$0.00
Debt Service - Debt Service	\$99,149.00
Transfers Out - Transfers Out	\$66,673.00
Sub Department Total: Operations	\$914,834.00
Department Total: Information Technology	\$914,834.00
<b>Fund Total: Information Technology</b>	<b>\$914,834.00</b>
<b><u>Fund: 603 Utility Collections</u></b>	
Department: 52 Utility Collections	
Sub Department: 01 Operations	
Personal Svcs - Personal Services	\$791,497.00
Emply Benefits - Employee Benefits	\$415,658.00
Contract Svcs - Contractual Services	\$477,658.00
Supplies MatrIs - Supplies and Materials	\$102,000.00
Utilities - Utilities	\$16,000.00
Capital Outlay - Capital Outlay	\$0.00
Transfers Out - Transfers Out	\$290,628.00
Sub Department Total: Operations	\$2,093,441.00
Department Total: Utility Collections	\$2,093,441.00

# City of Mansfield

## 2023 Temporary Budget

Fund / Department / Classification	2023 Temporary Appropriations
<b>Fund Total: Utility Collections</b>	<b>\$2,093,441.00</b>
<b><u>Fund: 606 Health Insurance</u></b>	
Department: 99 Non-Departmental	
Sub Department: 01 Operations	
Contract Srvs - Contractual Services	\$11,293,141.00
Sub Department Total: Operations	\$11,293,141.00
Department Total: Non-Departmental	\$11,293,141.00
<b>Fund Total: Health Insurance</b>	<b>\$11,293,141.00</b>
<b><u>Fund: 607 Property/Liability Insurance</u></b>	
Department: 99 Non-Departmental	
Sub Department: 01 Operations	
Contract Srvs - Contractual Services	\$645,000.00
Sub Department Total: Operations	\$645,000.00
Department Total: Non-Departmental	\$645,000.00
<b>Fund Total: Property/Liability Insurance</b>	<b>\$645,000.00</b>
<b><u>Fund: 608 Workers' Compensation</u></b>	
Department: 99 Non-Departmental	
Sub Department: 01 Operations	
Contract Srvs - Contractual Services	\$721,916.00
Supplies Matrs - Supplies and Materials	\$5,100.00
Sub Department Total: Operations	\$727,016.00
Department Total: Non-Departmental	\$727,016.00
<b>Fund Total: Workers' Compensation</b>	<b>\$727,016.00</b>
<b><u>Fund: 702 Sub-Division Fees</u></b>	
Department: 99 Non-Departmental	
Sub Department: 01 Operations	
Other Charges - Other Charges	\$38,293.00
Sub Department Total: Operations	\$38,293.00
Department Total: Non-Departmental	\$38,293.00
<b>Fund Total: Sub-Division Fees</b>	<b>\$38,293.00</b>
<b><u>Fund: 703 Unclaimed Money</u></b>	
Department: 99 Non-Departmental	
Sub Department: 01 Operations	
Other Charges - Other Charges	\$10,000.00

# City of Mansfield

## 2023 Temporary Budget

Fund / Department / Classification	2023 Temporary Appropriations
Sub Department Total: Operations	\$10,000.00
Department Total: Non-Departmental	\$10,000.00
<b>Fund Total: Unclaimed Money</b>	<b>\$10,000.00</b>
 <b><u>Fund: 707 Adopt-A-Park</u></b>	
Department: 18 Parks & Recreation	
Sub Department: 01 Operations	
Other Charges - Other Charges	\$9,438.00
Sub Department Total: Operations	\$9,438.00
Department Total: Parks & Recreation	\$9,438.00
<b>Fund Total: Adopt-A-Park</b>	<b>\$9,438.00</b>
 <b><u>Fund: 708 Safety Town</u></b>	
Department: 15 Police	
Sub Department: 01 Operations	
Personal Svcs - Personal Services	\$10,656.00
Empl Benefits - Employee Benefits	\$1,883.00
Supplies Matrls - Supplies and Materials	\$1,000.00
Capital Outlay - Capital Outlay	\$2,500.00
Sub Department Total: Operations	\$16,039.00
Department Total: Police	\$16,039.00
<b>Fund Total: Safety Town</b>	<b>\$16,039.00</b>
 <b><u>Fund: 710 Shade Tree Commission</u></b>	
Department: 99 Non-Departmental	
Sub Department: 01 Operations	
Supplies Matrls - Supplies and Materials	\$2,000.00
Sub Department Total: Operations	\$2,000.00
Department Total: Non-Departmental	\$2,000.00
<b>Fund Total: Shade Tree Commission</b>	<b>\$2,000.00</b>
 <b><u>Fund: 802 OSP Fines/Law Library</u></b>	
Department: 99 Non-Departmental	
Sub Department: 01 Operations	
Other Charges - Other Charges	\$70,000.00
Sub Department Total: Operations	\$70,000.00
Department Total: Non-Departmental	\$70,000.00
<b>Fund Total: OSP Fines/Law Library</b>	<b>\$70,000.00</b>
 <b><u>Fund: 803 Sewer/Street Opening</u></b>	

# City of Mansfield

## 2023 Temporary Budget

Fund / Department / Classification	2023 Temporary Appropriations
Department: 13 Codes and Permits	
Sub Department: 01 Operations	
Other Charges - Other Charges	\$50,000.00
Sub Department Total: Operations	\$50,000.00
Department Total: Codes and Permits	\$50,000.00
<b>Fund Total: Sewer/Street Opening</b>	<b>\$50,000.00</b>
 <b><u>Fund: 805 Building Security</u></b>	
Department: 13 Codes and Permits	
Sub Department: 01 Operations	
Other Charges - Other Charges	\$150,000.00
Sub Department Total: Operations	\$150,000.00
Department Total: Codes and Permits	\$150,000.00
<b>Fund Total: Building Security</b>	<b>\$150,000.00</b>
 <b><u>Fund: 808 Transient Occupancy Tax</u></b>	
Department: 99 Non-Departmental	
Sub Department: 01 Operations	
Other Charges - Other Charges	\$142,500.00
Transfers Out - Transfers Out	\$142,500.00
Sub Department Total: Operations	\$285,000.00
Department Total: Non-Departmental	\$285,000.00
<b>Fund Total: Transient Occupancy Tax</b>	<b>\$285,000.00</b>
 <b><u>Fund: 811 Board of Building Standards</u></b>	
Department: 13 Codes and Permits	
Sub Department: 01 Operations	
Other Charges - Other Charges	\$7,000.00
Sub Department Total: Operations	\$7,000.00
Department Total: Codes and Permits	\$7,000.00
<b>Fund Total: Board of Building Standards</b>	<b>\$7,000.00</b>
 <b><u>Fund: 812 Utility Deposits</u></b>	
Department: 52 Utility Collections	
Sub Department: 01 Operations	
Other Charges - Other Charges	\$0.00
Sub Department Total: Operations	\$0.00
Department Total: Utility Collections	\$0.00
<b>Fund Total: Utility Deposits</b>	<b>\$0.00</b>

# City of Mansfield

## 2023 Temporary Budget

Fund / Department / Classification	2023 Temporary Appropriations
<b><u>Fund: 813 Demolition Appeal Bond Fund</u></b>	
Department: 13 Codes and Permits	
Sub Department: 01 Operations	
Other Charges - Other Charges	\$100,000.00
Sub Department Total: Operations	\$100,000.00
Department Total: Codes and Permits	\$100,000.00
<b>Fund Total: Demolition Appeal Bond Fund</b>	<b>\$100,000.00</b>
<b><u>Fund: 814 Flexible Spending Account (FSA)</u></b>	
Department: 99 Non-Departmental	
Sub Department: 01 Operations	
Other Charges - Other Charges	\$98,500.00
Sub Department Total: Operations	\$98,500.00
Department Total: Non-Departmental	\$98,500.00
<b>Fund Total: Flexible Spending Account (FSA)</b>	<b>\$98,500.00</b>
<b>Grand Totals:</b>	<b>\$199,346,592.00</b>

BY: ALL MEMBERS OF COUNCIL

Strongly opposing the Financial Data Transparency Act of 2022 being included in the National Defense Authorization Act, and declaring an emergency.

**WHEREAS**, as written, the introduced legislation would require local governments to come into compliance with the new financial reporting standard by 2027; and

**WHEREAS**, changing the current financial reports issued by local governments would mean the potential loss of valuable information contained within current financial reports that benefit the local government as an organization; and

**WHEREAS**, the transition to a new system of reporting financial standards will require resources—consultants, software, and reconfiguring municipal financial systems to account for the new reporting standards; and

**WHEREAS**, this costly adjustment would fall on the backs of local governments as they work to comply with the new standards by 2027, with no financial support from the federal government; and

**WHEREAS**, the Ohio Municipal League and its partners at the National League of Cities are asking Ohio municipalities to contact U.S. Senator Sherrod Brown to inform him of their opposition to the Financial Data Transparency Act of 2022 being included in the National Defense Authorization Act.

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

**SECTION 1.** This Council does hereby declare its strong opposition to any effort by the United States Congress to pass legislation that attempts to require local governments to come into compliance with costly new financial reporting standards, including but not limited to, the proposed Financial Data Transparency Act of 2022 being included in the National Defense Authorization Act.

**SECTION 2.** That the Clerk of Council is hereby authorized and directed to forward a certified copy of this Resolution to the Mansfield area’s duly elected U.S. Senator, Sherrod Brown.

**SECTION 3.** This Resolution is declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare of the City; therefore, this Resolution shall be in full force and effect immediately upon its adoption by Council and approval by the Mayor.

Caucus 1 November 2022  
1<sup>st</sup> Reading 15 November 2022  
2<sup>nd</sup> Reading \_\_\_\_\_  
PASSED 15 November 2022

SIGNED /s/ David Falquette  
President of Council

ATTEST /s/ Amy L. Yockey  
Clerk of Council

APPROVED /s/ Timothy L. Theaker  
Mayor

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

**CAUCUS**

**BEGINS**

BY: ALL MEMBERS OF COUNCIL

Honoring K-9 dog Denise upon her retirement from the Mansfield Police Department.

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

SECTION 1. That this Council, on behalf of the government and the citizens of the City of Mansfield, is privileged to honor and pay tribute to Denise upon her retirement with the Mansfield Police Department, K-9 Unit on October 21, 2022 after nearly six- and one-half years of service with the Mansfield Division of Police.

K-9 Denise is a dual-purpose Narcotics K-9 from the Czech Republic. She joined the Mansfield Police Dept on July 16th, 2016. She was certified with her handler Ptl. Kaufman on December 18th, 2016 and has been on the road ever since. Throughout her many years of service, K-9 Denise has had hundreds of drug seizures that lead to the successful conviction of those suspects. K-9 Denise also had multiple successful tracks and article searches that located evidence that helped convict suspects. K-9 Denise finished 3rd overall at the USPCA trial in outdoor drug work where K-9 handlers from three different states came to compete. K-9 Denise was able to successfully track and locate a missing and endangered adult in the dead of winter as he left the YMCA in only his bathing suit on. Without the successful track, the missing male would have been in a very dangerous situation due to the dangerous weather conditions. K-9 Denise has kept her handler of 6.5 years safe and able to go home to his family every night. K-9 Denise will retire and live out the rest of her life with Ptl. Kaufman and his family of his wife and four children.

We extend our appreciation for Denise's years of loyal service and wish her a comfortable retirement.

SECTION 2. That this Resolution shall take effect immediately.

PASSED 15 November 2022

SIGNED /s/ David Falquette  
President of Council

ATTEST /s/ Amy L. Yockey  
Clerk of Council

APPROVED /s/ Timothy L. Theaker  
Mayor

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

\_\_\_\_\_  
Phillip E. Scott  
\_\_\_\_\_  
Eleazer Akuchie  
\_\_\_\_\_  
Aurelio Diaz  
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Kimberly Moton  
\_\_\_\_\_  
Cheryl Meier  
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Alomar Davenport

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David Falquette  
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Stephanie L. Zader  
\_\_\_\_\_  
Laura Burns  
\_\_\_\_\_  
David Remy  
\_\_\_\_\_  
Timothy L. Theaker  
\_\_\_\_\_  
John R. Spon

BILL #22-219

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

BY: ALL MEMBERS OF COUNCIL

Approving the disposition of Police Department K-9 dog Denise, and declaring an emergency.

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

SECTION 1. That, as recommended by the Chief of Police, the disposition of Mansfield Police K-9 dog Denise, who is no longer of value to the Mansfield Police Department due to her health, and kennel, to her handler, Mansfield Police Officer Korey P. Kaufman, be, and hereby is, approved.

SECTION 2. That by reason of the immediate necessity to remove this police K-9 dog from Police Department service due to her health as set forth in Section 1 above, 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 15 November 2022  
1<sup>st</sup> Reading 15 November 2022  
2<sup>nd</sup> Reading \_\_\_\_\_  
PASSED 15 November 2022

SIGNED /s/ David Falquette  
President of Council

ATTEST /s/ Amy L. Yockey  
Clerk of Council

APPROVED /s/ Timothy L. Theaker  
Mayor

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

BILL #22-227

RESOLUTION # \_\_\_\_\_

BY: MS. BURNS

Approving a reappointment by the Mayor to the Board of Utility Appeals.

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

SECTION 1. That pursuant to §169.01 of the Codified Ordinance of Mansfield, this Council does hereby approve the following reappointment by the Mayor to the Board of Utility Appeals Commission for a (2) year term expiring as indicated:

	<u>Term</u>
	<u>Expiring</u>
Patricia Kennedy	12/31/24

SECTION 2. That this Resolution shall take effect and be in full force from and after the earliest time allowed by law after its passage and approval by the Mayor.

Caucus	<u>15 November 2022</u>
1 <sup>st</sup> Reading	<u>15 November 2022</u>
2 <sup>nd</sup> Reading	<u>15 November 2022</u>
PASSED	<u>15 November 2022</u>

SIGNED /s/ David Falquette  
President of Council

ATTEST /s/ Amy L. Yockey  
Clerk of Council

APPROVED /s/ Timothy L. Theaker  
Mayor

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

BILL #22-228

RESOLUTION # \_\_\_\_\_

BY: MR. DIAZ

Approving reappointments by the Mayor to the Shade Tree Commission.

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

SECTION 1. That pursuant to Section 149.01 of the Mansfield Codified Ordinances, this Council does hereby approve the reappointments by the Mayor to the Shade Tree Commission for a four-year term as follows:

	<u>Term Expiring</u>
Mike Henry	01-01-23 through 12-31-26
Josh Maurer	01-01-23 through 12-31-26

SECTION 2. That this Resolution shall take effect and be in full force from and after the earliest time allowed by law after its passage and approval by the Mayor.

Caucus	<u>15 November 2022</u>
1 <sup>st</sup> Reading	<u>15 November 2022</u>
2 <sup>nd</sup> Reading	_____
PASSED	<u>15 November 2022</u>

SIGNED /s/ David Falquette  
President of Council

ATTEST /s/ Amy L. Yockey  
Clerk of Council

APPROVE /s/ Timothy L. Theaker  
Mayor

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

BY: MS. MEIER

Declaring the remains of a structure (58 East Raleigh Avenue) 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 single stall garage located on the premises described in Section 2 hereinafter is 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 dilapidation; and it is hereby further determined and declared that by reason thereof said building or structure is beyond repair and is a nuisance.

**SECTION 2.** That the premises referred to in Section 1 hereof are described as follows: situated in the City of Mansfield, County of Richland and State of Ohio: Being Lot Number Eleven Thousand Four Hundred Eighty-five (#11485) of the consecutively numbered lots of said City.

Parcel Numbers: 027-06-082-15-000

Owner: Estate of Michael J. Reedy

Address: 58 East Raleigh Avenue

**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. That 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 and the failure of the owner or occupant to so 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 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 which 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	<u>15 November 2022</u>		
1 <sup>st</sup> Reading	<u>15 November 2022</u>		
2 <sup>nd</sup> Reading	<u>15 November 2022</u>		
PASSED	<u>15 November 2022</u>	SIGNED	<u>/s/ David Falquette</u> President of Council
ATTEST	<u>/s/ Amy L. Yockey</u> Clerk of Council	APPROVED	<u>/s/ Timothy L. Theaker</u> Mayor

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

BY: MS. MEIER

Declaring the remains of a designated dwelling (70 Bushnell 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 single-story, vinyl-sided, residential structure located on the premises described in Section 2 hereinafter is 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 dilapidation; and it is hereby further determined and declared that by reason thereof said building or structure is beyond repair and is a nuisance.

SECTION 2. That the premises referred to in Section 1 hereof are described as follows: situated in the City of Mansfield, County of Richland and State of Ohio: Being the North 60 feet of Lot Numbers One Thousand Two Hundred Forty-five (#1245) and One Thousand Two Hundred Forty-six (#1246) of the consecutively numbered lots in said City.

Parcel Numbers: 027-06-022-11-000  
Owner: Roderick Crutchfield and Unknown Spouse  
Address: 70 Bushnell Street

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. That 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 and the failure of the owner or occupant to so 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 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 which 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 15 November 2022  
1<sup>st</sup> Reading 15 November 2022  
2<sup>nd</sup> Reading \_\_\_\_\_  
PASSED 15 November 2022

SIGNED /s/ David Falquette  
President of Council

ATTEST /s/ Amy L. Yockey  
Clerk of Council

APPROVED /s/ Timothy L. Theaker  
Mayor

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

BY: MS. MEIER

Declaring the remains of a designated dwelling (115 North Adams 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 two-story, transite-sided, residential structure located on the premises described in Section 2 hereinafter is 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 dilapidation; and it is hereby further determined and declared that by reason thereof said building or structure is beyond repair and is a nuisance.

**SECTION 2.** That the premises referred to in Section 1 hereof are described as follows: situated in the City of Mansfield, County of Richland and State of Ohio: Being known as Part of Lot Number One (#1) and Lot Number Two (#2) as recorded at Plat Book 1 Page 1.

Parcel Numbers: 027-05-113-04-000  
Owner: Scott A. Calderhead and Unknown Spouse  
Address: 115 North Adams Street

**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. That 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 and the failure of the owner or occupant to so 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 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 which 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 15 November 2022  
1<sup>st</sup> Reading 15 November 2022  
2<sup>nd</sup> Reading \_\_\_\_\_  
PASSED 15 November 2022

SIGNED /s/ David Falquette  
President of Council

ATTEST /s/ Amy L. Yockey  
Clerk of Council

APPROVED /s/ Timothy L. Theaker  
Mayor

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

BY: MS. MEIER

Declaring the remains of a designated dwelling (1129 Wyandotte Avenue) 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 single-story, wood-sided, residential structure and outbuildings located on the premises described in Section 2 hereinafter are insecure, unsafe, structurally defective and dangerous to life and other property by reason of their hazardous and unsound condition, unsound and unsafe walls, floors, foundation and ceilings, and by reason of want of repair, age and dilapidation; and it is hereby further determined and declared that by reason thereof said buildings or structures are beyond repair and are a nuisance.

SECTION 2. That the premises referred to in Section 1 hereof are described as follows: situated in the City of Mansfield, County of Richland and State of Ohio: Being part of Lots Nineteen Thousand One Hundred Eight-five (#19185) and Nineteen Thousand One Hundred Eighty-six (#19186) Broadview Park of said City, County, and State, and being of record in Plat Book 13 Page 18, and being that land of Record in O.R.V. 80, Page 926 and O.R.V. 241, Page 989 in the Richland County Recorder's Office.

Parcel Numbers: 027-04-166-08-000  
Owner: John Mergel Jr. and Carol J. Mergel  
Address: 1129 Wyandotte Avenue

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. That 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 and the failure of the owner or occupant to so 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 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 which 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 15 November 2022  
 1<sup>st</sup> Reading 15 November 2022  
 2<sup>nd</sup> Reading \_\_\_\_\_  
 PASSED 15 November 2022

SIGNED /s/ David Falquette  
 President of Council

ATTEST /s/ Amy L. Yockey  
 Clerk of Council

APPROVED /s/ Timothy L. Theaker  
 Mayor

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

BILL #22-233

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

BY: MS. MOTON

Authorizing the Richland County Growth Corporation on behalf of the City of Mansfield to sell approximately 10 acres of land located in the vicinity of Airport West Road to Mark Meltzer, and declaring an emergency.

**WHEREAS**, the City has designated the Greater Mansfield Area Growth Corporation, now known as Richland County Growth Corporation, as the agency and instrumentality for the City of Mansfield's industrial, commercial, distribution, and research development and has entered into an agreement, and confirmed a plan for such development, with the Greater Mansfield Area Growth Corporation, all through Ordinance #66-468, passed October 26, 1966, and

**WHEREAS**, Mark Meltzer intends to develop the property by constructing an industrial building on the site.

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

**SECTION 1.** That the Richland County Growth Corporation, as Agent for the City of Mansfield, Ohio, as Lessor, be, and hereby is, authorized to sell approximately 10 acres of land located in the vicinity of Airport West Road to Mark Meltzer, and in substantial accordance with the terms and conditions as set forth fully in the Agreement of Sale which is on file with the City of Mansfield Department of Economic Development and incorporated herein by reference.

**SECTION 2.** That by reason of the immediate necessity to authorize execution of the sale to permit planning and development of the property for the above facilities which will promote the welfare of the people of the City of Mansfield through employment and stabilization of the economy, 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 15 November 2022  
1<sup>st</sup> Reading 15 November 2022  
2<sup>nd</sup> Reading \_\_\_\_\_  
PASSED 15 November 2022

SIGNED /s/ David Falquette  
President of Council

ATTEST /s/ Amy L. Yockey  
Clerk of Council

APPROVED /s/ Timothy L. Theaker  
Mayor

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

**AGREEMENT OF SALE**

RICHLAND COUNTY GROWTH CORPORATION, as Agent for the CITY OF Mansfield, OHIO, a municipal corporation, herein called "Seller", agrees to sell to Mark Meltzer, herein called "Buyer", and Buyer agrees to purchase from Seller, the real property, herein called "said property" located at Airport West Industrial Park in the City of Mansfield, County of Richland and State of Ohio, being approximately 10 acres and more fully described on Exhibit "A", which is attached hereto and incorporated herein by reference, on the following terms and conditions:

**ARTICLE 1**  
**PURCHASE PRICE**

- 1.01 The purchase price for said property shall be the sum of Five Thousand and 00/100 Dollars (\$5,000.00) per acre (subject to final survey), payable by Buyer to Seller at closing.

**ARTICLE 2**  
**CLOSING AND CONDITIONS OF CLOSING**

**Closing**

- 2.01 The closing of the transaction shall occur on or before the 31<sup>st</sup> day of December, 2022, subject however, to the provisions set forth below.

**Buyer's Conditions of Closing**

- 2.02 The closing and the Buyer's obligation to purchase said property pursuant to this Agreement are conditioned on:

**Good Title**

- (1) The conveyance to Buyer of good and marketable title to said property by Limited Warranty Deed, subject to all restrictions, easements, conditions, reservations, limitations and zoning ordinances of record which are acceptable to Buyer in its discretion and subject to taxes and assessments, both general and special, not yet due and payable;

**Environmental Condition**

- (2) The environmental condition of said property being acceptable to Buyer in its sole discretion;

### **Delivery of Possession**

(3) Delivery of possession of said property to Buyer immediately on closing, free and clear of all use and occupancies whatsoever; and

### **Failure of Condition**

2.03 Should any of the conditions specified in Paragraph 2.02 of this Agreement fail to occur, Buyer shall have the option, exercisable by the giving by it of written notice to Seller, to terminate this Agreement, and recover any amounts paid by it to Seller on account of the purchase price of said property. The exercise of such power by Buyer shall not, however, constitute a waiver by it of any other rights it may have against Seller for breach of this Agreement.

### **Seller's Conditions of Closing**

2.04 The closing and Seller's obligation to sell said property pursuant to this Agreement are conditioned on:

### **City Council Approval**

(1) The Council of the City of Mansfield approving this transaction and authorizing the appropriate City official(s) to proceed to close this transaction and to execute any and all appropriate documents or instruments of conveyance necessary or appropriate to consummate this sale.

### **Failure of Conditions**

2.05 Should the condition specified in Paragraph 2.04 of this Agreement fail to occur, Seller shall have the option, exercisable by the giving by it of written notice to Buyer, to terminate this Agreement, and return any amounts paid by Buyer on account of the purchase price of said property. The exercise of such power by Seller shall not, however, constitute a waiver by it of any other rights it may have against Buyer for breach of this Agreement.

### **Prorations**

2.06 There shall be prorated between Seller and Buyer on the day of closing: Real property taxes and assessments levied or assessed against said property as shown on the latest available tax bills; and

### **Brokers' Commissions**

2.07 Any and all commissions due to real estate or other brokers as a result of this sale of said property shall be paid by Seller. The parties acknowledge, however, that there are no commissions owing.

### **Expenses of Closing**

2.08 The expenses of closing described in this Article shall be paid in the following manner:

(1) The full cost of securing title search, title insurance or other similar evidence of title shall be paid by Buyer.

(2) The cost of preparing, executing and acknowledging any deeds or other instruments required to convey title to Buyer or his nominees in the manner described in this Agreement shall be paid by Seller.

(3) Any costs of transfer and recordation of title shall be paid by Buyer.

(4) Any tax imposed on the conveyance of title to said property to Buyer or his nominee shall be paid by Seller.

## **ARTICLE 3** **REPRESENTATIONS AND WARRANTIES**

### **Warranties of Seller**

3.01 Seller hereby represents and warrants to Buyer as follows:

(1) There are no parties in possession of any part of said property as lessees, tenants at sufferance, or trespassers;

(2) There is no pending or threatened condemnation or similar proceeding or assessment affecting said property, or any part thereof, nor to the best knowledge and belief of Seller is any such proceeding or assessment contemplated by any governmental authority;

(3) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to said property, or any part thereof;

(4) There are water and sewer lines to said property which are available for "tap in" by the Buyer and which are sufficient for service on said property;

(5) Said property has full and free access to and from public highways, streets or roads and, to the best knowledge and belief of Seller, there is no pending or threatened governmental proceeding which would impair or result in the termination of such access; and

(6) To the best of Seller's knowledge there are no environmental hazards in, on, under or about said property.

### **Warranties of Buyer**

3.02 Buyer hereby represents and warrants to Seller as follows:

- (1) The primary purpose for which this agreement has been entered into is to construct a manufacturing and distribution facility suitable for the manufacturing and distribution of custom cabinetry.
- (2) In the event Buyer proposes to sell all or any portion of said property at any time following the closing of this sales transaction and on or before December 31, 2023, with no construction having been started or completed in accordance with paragraph (1) above, Seller shall have the prior exclusive right to purchase all or such portion or portions proposed to be sold by Buyer at the same price per acre (prorated if a fractional part of an acre is included) as paid by Buyer to Seller herein, plus the actual cost of the installation of municipal utilities and other improvements which benefit said property being sold to the extent such costs have been paid by Buyer. Any and all such proposals during this period shall be made in writing by Buyer to Seller and Seller shall have ninety (90) days after receipt of any proposal to accept the same and to tender payment therefor. Declination, refusal or indecision by the Seller of any such offer or proposal shall, after ninety (90) day period release the lands described in the proposal or offer from the provisions of this paragraph (2).
- (3) The restrictions and covenants contained in paragraphs (1), and (2), above shall be contained in the deed transferring said property from Seller to Buyer as covenants therein binding against Buyer and his heirs, executors, administrators, legal representatives and permitted assigns.
- (4) All structures and improvements hereafter erected or placed on such property shall be in full compliance with all applicable local, state, and federal codes and/or requirements in effect at the time of construction, erection, or placement. Before erecting any improvements, structures, or facilities and before making any sewer, water, and power line connections, the Buyer will submit to Seller plans of such construction and obtain Seller's prior written approval.

### **ARTICLE 4**

### **CONTROL OF PROPERTY PENDING CLOSING**

#### **Destruction of Improvements**

4.01 If any buildings or other improvements are damaged or are destroyed prior to the delivery of the deed to Buyer, Buyer shall have the option to receive the proceeds of any insurance payable in connection therewith or to terminate this Agreement and to recover all funds theretofore paid; however, Buyer shall not terminate if Seller repairs said damage within twenty (20) days of notice of such damage or destruction.

**ARTICLE 5**  
**BREACH**

**By Seller**

5.01 Should Seller default on the full and timely performance of any obligations under the terms of this Agreement for any reason other than Buyer's default, Buyer may:

- (1) Enforce specific performance of this Agreement; or
- (2) Bring suit for damages against Seller.

**By Buyer**

5.02 Should Buyer fail to consummate the purchase of said property, the conditions to Buyer's obligations set forth in Paragraph 2.02 of this Agreement having been satisfied and Buyer being in default, and Seller not being in default hereunder or in the event Buyer fails to comply with its warranties set forth in Paragraph 3.02, Seller may:

- (1) Enforce specific performance of this Agreement; or
- (2) Bring suit for damages against Buyer.

**ARTICLE 6**  
**MISCELLANEOUS**

**Assignment of Agreement**

6.01 This Agreement shall be binding on the respective heirs, executors, administrators, successors, and to the extent assignable, on the assigns or nominees of the parties hereto, provided Buyer shall not transfer or assign this Agreement without first having obtained the expressed written consent of Seller. On delivery to Seller of an instrument in writing whereby the assignee of the Buyer assumes all of the provisions of this Agreement to be performed by Buyer, then, in that event, Buyer shall be released and discharged of all further liability hereunder.

**Survival of Covenants**

6.02 Any of the representations, warranties, covenants and agreements of the parties, as well as any rights and benefits of the parties pertaining to a period of time following the closing of the transactions contemplated hereby, shall survive the closing and shall not be merged therein.

**Notice**

6.03 Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Buyer, as the case may be, at the address set forth below:

TO SELLER: RICHLAND COUNTY GROWTH CORPORATION  
as Agent for the CITY OF Mansfield, OHIO  
Attention: Tim Bowersock  
30 North Diamond Street  
Mansfield, Ohio 44902

TO BUYER: Mark Meltzer  
228 Byron Street  
Palo Alto, CA 94301

#### **Ohio Law to Apply**

6.04 This Agreement shall be construed under and in accordance with the laws of the State of Ohio. All obligations of the parties created hereunder are performable in Richland County, Ohio.

#### **Legal Construction**

6.05 In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

#### **Entire Agreement**

6.06 This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreements between the parties respecting the aforesaid subject matter.

#### **Time of Essence**

6.07 Time is of the essence of this Agreement.

#### **Gender**

6.08 Words of any gender being used in this Agreement shall be held and construed to include any other gender, and words in the singular shall be held to include the plural, and vice versa, unless the context requires otherwise.

#### **Descriptive Heading**

6.09 The descriptive headings used herein are for convenience only and are not intended to necessarily refer to the matter in sections which precede or follow them, and have no affect whatsoever in determining the rights or obligations of the parties.

**IN WITNESS WHEREOF**, the parties hereto, intending to be legally bound hereby, have hereunder set their hands on the date set forth under such party's signature.

Signed and acknowledged  
in the presence of:

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

**SELLER:**  
**RICHLAND COUNTY GROWTH CORPORATION**, as Agent for the CITY OF MANSFIELD, OHIO, a municipal corporation

By: \_\_\_\_\_  
Print Name: Randy Hutchinson  
Title: President  
Dated: \_\_\_\_\_

**BUYER:**  
**MARK MELTZER**

By: \_\_\_\_\_  
Print Name: Mark Meltzer  
Title: Proprietor  
Dated: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
John Spon  
Law Director  
City of Mansfield



Printed Date: 10/26/2022

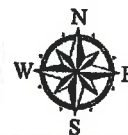
### Mansfield Utility GIS

#### Airport West Industrial Park 10 Ac. Site

1 inch = 326 feet



The information on this map was derived from the City of Mansfield Geographic Information System (GIS). The data is provided on an "AS-IS" basis. It is the responsibility of the user to verify the information contained on this exhibit.



BILL #22-234

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

BY: MS. MOTON

Authorizing the Mayor and the Public Works Director to enter into a Community Reinvestment Area Agreement with 1027 Trimble LLC, for certain tax incentives under Ohio Revised Code Chapter § 3735.66 for the construction of a new Office Building at 1027 South Trimble Road, Mansfield, Ohio 44906, 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 1027 Trimble LLC, relating to a Community Reinvestment Area project for construction of a 12,300 sq. ft new facility at 1027 South Trimble Road, 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 one hundred percent (100%) 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 15 November 2022  
1<sup>st</sup> Reading 15 November 2022  
2<sup>nd</sup> Reading \_\_\_\_\_  
PASSED 15 November 2022

SIGNED /s/ David L. Falquette  
President of Council

ATTEST /s/ Amy L. Yockey  
Clerk of Council

APPROVED /s/ Timothy L. Theaker  
Mayor

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

**COMMUNITY REINVESTMENT AREA AGREEMENT**

This Agreement made and entered into by and between the CITY OF MANSFIELD, OHIO, a municipal corporation, with its main offices located at 30 North Diamond Street, Mansfield, Ohio 44902 (hereinafter referred to as "MANSFIELD"), and 1027 Trimble, LLC, an Ohio Limited Liability Company with its main offices located at 1310 West Fourth Street, Mansfield, Ohio 44906 WITNESSETH:

**WHEREAS**, the MUNICIPAL CORPORATION has encouraged the development of real property and the acquisition of personal property located in the area designated as a Community Reinvestment Area, and

**WHEREAS**, 1404 PAW, LLC, is desirous of investing in renovations at their building located at 1027 Trimble Road, Mansfield, Ohio (hereinafter referred to as the "PROJECT") within the boundaries of the aforementioned Community Reinvestment Area, provided that the appropriate development incentives are available to support the economic viability of said PROJECT, and

**WHEREAS**, the Council of the City of Mansfield by Ordinance #20-086 adopted May 19, 2020, designated the area as a Community Reinvestment Area pursuant to § 3735.66 of the Ohio Revised Code ("ORC"), and

**WHEREAS**, effective July 17, 2020, the Director of the Ohio Development Services Agency of the State of Ohio determined that the aforementioned area designated in said Ordinance #20-086 contains the characteristics set forth in § 3735.66 of the ORC and certified said area as a Community Reinvestment Area under said § 3735.66, and

**WHEREAS**, Mansfield having the appropriate authority for the stated type of project is desirous of providing the ENTERPRISE with incentives available for the development of the PROJECT in said Community Reinvestment Area under § 3735.66 of the ORC, and

**WHEREAS**, 1027 Trimble, LLC, has submitted a proposed agreement application (hereinafter referred to as "APPLICATION"), a copy of which is attached hereto as Exhibit "A".

**WHEREAS**, 1027 Trimble, LLC, has remitted the required state application fee of \$750 made payable to the Ohio Development Services Agency with the application to be forwarded with the final agreement, and

**WHEREAS**, the Director of Economic Development for the City Mansfield as Housing Officer has investigated the application of 1027 Trimble, LLC., and has recommended the same to the City Council of the City of Mansfield on the basis that 1027 Trimble, LLC, is qualified by financial responsibility and business experience to create and preserve employment opportunities in said City of Mansfield Community Reinvestment Area and improve the economic climate of the City of Mansfield, and

**WHEREAS**, the project site as proposed by 1027 Trimble, LLC, is located in the Mansfield City School District and the N/A Joint Vocational School District and the Board of Education of Mansfield City Schools has been notified in accordance with § 3735.67 and 5709.83 and has been given a copy of the APPLICATION, and this AGREEMENT.

**WHEREAS**, pursuant to Ohio Revised Code Section 3735.67 (A), and in conformance with the format required under Section 3735.671 (B) of the Ohio Revised Code, the parties hereto desire to set forth their agreement with respect to matters hereinafter contained;

**NOW, THEREFORE**, in consideration of the mutual covenants hereinafter contained and the benefit to be derived by the parties from the execution hereof, the parties herein agree as follows:

1. 1027 Trimble, LLC shall invest in new construction of a 12,300 sf office building located at 1027 S. Trimble Road, Mansfield, Ohio.

Said building is located on Parcel Number 027-07-221-94-032 as the same is known and designated on the Auditor's revised list of lots in the City of Mansfield, Richland County, Ohio (as shown in the attached Exhibit "B").

The PROJECT will involve an estimated investment of Seven Million One Hundred Thousand Dollars (\$7,100,000.00), plus or minus 10%, at the 1027 S. Trimble Road site.

The PROJECT will begin November 1, 2022 and all construction and installation will be completed by May 31, 2023.

2. A new tenant shall create employment after the commencement of construction of the aforesaid facility, in accordance with the schedule provided in Exhibit "C" attached hereto and incorporated herein.

3. 1027 Trimble, LLC shall provide to the proper Tax Incentive Review Council any information reasonably required by the council to evaluate the enterprise's compliance with the agreement, including returns filed pursuant to § 5711.02 of the ORC if requested by the Council.

4. The CITY OF MANSFIELD hereby grants 1027 Trimble, LLC a tax exemption for real property improvements made to the PROJECT site pursuant to Section 3735.67 of the Ohio Revised Code for the number of years and percentages:

<u>Years of Tax Exemption</u>	<u>Tax Exemption Amount (Percentage)</u>
15 years	100%

Each identified project improvement will receive a Fifteen (15) year exemption period. The exemption commences the first year for which the real property would first be taxable were that property not exempted from taxation. No exemption extend beyond December 31, 2038.

1027Trimble, LLC must file the appropriate tax forms (DTE 24) with the Richland County Auditor to effect and maintain the exemptions covered in the agreement.

5. The City of Mansfield specifically agrees to waive the fee specified in the Ohio Revised Code Section 3735.671 (D).

#2 attachment

6. 1027 Trimble, LLC shall pay such real and tangible personal property taxes as are not exempted under this agreement and as otherwise are required by law to be paid and are charged against such property and shall file all tax reports and returns as required by law. If they fail to pay such taxes or file such returns and reports, all incentives and exemptions granted under this agreement are rescinded beginning with the year for which such taxes are charged or such reports or returns are required to be filed and thereafter.
7. Mansfield shall perform such acts as are reasonably necessary or appropriate to effect, claim, reserve, and maintain exemptions from taxation granted under this agreement including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with such exemptions.
8. If for any reason Mansfield revokes the designation of the area, entitlements granted under this agreement shall continue for the number of years specified under this agreement, unless 1027 Trimble, LLC materially fails to fulfill its obligations under this agreement and Mansfield terminates or modifies the exemptions from taxation granted under this agreement.
9. If 1027 Trimble, LLC materially fails to fulfill its obligations under this agreement, or Mansfield determines that the certification as to delinquent taxes as required by this agreement is fraudulent, Mansfield may terminate or modify the exemptions from taxation granted under this agreement. Mansfield may require repayment of the amount of taxes that would have been payable had the property tax not been exempted from taxation under this agreement.
10. 1027 Trimble, LLC, hereby certifies that at the time this agreement is executed, 1027 Trimble, LLC does not owe any delinquent real or tangible personal property taxes to any taxing authority of the State of Ohio, and do not owe delinquent taxes for which it is liable under Chapter 5733, 5735, 5739, 5741, 5743, 5747, or 5753 of the ORC, or, if such delinquent taxes are owed, 1027 Trimble, LLC, is currently paying the delinquent taxes pursuant to an undertaking enforceable by the State of Ohio or an agent or instrumentality thereof, has filed a petition in bankruptcy under 11 U.S.C.A. 101, et seq., or such a petition has been filed against 1027 Trimble, LLC. For the purposes of the certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the ORC governing payment of those taxes.
11. 1027 Trimble, LLC and Mansfield acknowledge that this agreement must be approved by formal action of the legislative authority of the City of Mansfield, Ohio as a condition for the agreement to take effect. This agreement takes effect upon such approval.
12. Mansfield has developed a policy to ensure recipients of Community Reinvestment Area tax benefits practice non-discriminating hiring in its operations. By executing this agreement, 1027 Trimble, LLC, are committing to following non-discriminating hiring practices acknowledging that no individual may be denied employment solely on the basis of race, religion, sex, disability, color, national origin, or ancestry.
13. Exemptions from taxation granted under this agreement shall be revoked if it is determined that 1027 Trimble, LLC, any successor enterprise, or any related member (as those terms are defined in § 5709.61 of the ORC) has violated the prohibition against entering into this agreement under Division (E) of § 3735.671 or § 5709.62, 5709.63, or 5709.632 of the ORC prior to the time prescribed by that division or either of those sections.
14. This agreement is not transferable or assignable without the express written approval of Mansfield.

**IN WITNESS WHEREOF**, the CITY OF MANSFIELD, OHIO, by TIMOTHY L. THEAKER, Mayor and DAVID REMY, Public Works Director, and pursuant to Ordinance # 22-\_\_\_\_\_ has caused this instrument to be executed this \_\_\_\_\_ day of November, 2022, and 1027 Trimble, LLC by RANDY PAYNE, its Member, has caused this instrument to be executed on this \_\_\_\_\_ day of November, 2022.

WITNESS

CITY OF MANSFIELD, OHIO

BY: \_\_\_\_\_  
TIMOTHY L. THEAKER, Mayor

BY: \_\_\_\_\_  
DAVID REMY, Public Works Director

1027 Trimble, LLC

BY: \_\_\_\_\_  
RANDY PAYNE, Member

APPROVED AS TO FORM:

\_\_\_\_\_  
John Spon, Law Director  
City of Mansfield, Ohio

EXHIBIT "B"

DESCRIPTION OF INVESTMENTS

A. Existing or new building cost and size:

Office Building Construction    \$7,100,000.00    12,300 S.F. Office Building

B. Itemized value of machinery, equipment, furniture, and fixtures:

N/A

C. Inventory:

N/A

Estimated Schedule of Jobs

EXHIBIT "C"

year		estimated jobs	estimated annual payroll
	created:	#	
year <u>1</u>	full-time permanent	<u>23</u>	\$ 1,400,000.00
	full-time temporary	<u>          </u>	\$
	part-time permanent	<u>          </u>	\$
	part-time temporary	<u>          </u>	\$
	retained:	#	
	full-time permanent	<u>          </u>	\$
	full-time temporary	<u>          </u>	\$
	part-time permanent	<u>          </u>	\$
part-time temporary	<u>          </u>	\$	
	TOTAL ANNUAL PAYROLL		\$ <u>1,400,000.00</u>
year <u>2</u>	created:	#	
	full-time permanent	<u>          </u>	\$
	full-time temporary	<u>          </u>	\$
	part-time permanent	<u>          </u>	\$
	part-time temporary	<u>          </u>	\$
	TOTAL ANNUAL PAYROLL		\$ <u>1,400,000.00</u>
year <u>3</u>	created:	#	
	full-time permanent	<u>          </u>	\$
	full-time temporary	<u>          </u>	\$
	part-time permanent	<u>          </u>	\$
	part-time temporary	<u>          </u>	\$
	TOTAL ANNUAL PAYROLL		\$ <u>1,400,000.00</u>
year <u>4</u>	created:	#	
	full-time permanent	<u>          </u>	\$
	full-time temporary	<u>          </u>	\$
	part-time permanent	<u>          </u>	\$
	part-time temporary	<u>          </u>	\$
	TOTAL ANNUAL PAYROLL		\$ <u>1,400,000.00</u>
year <u>5</u>	created:	#	
	full-time permanent	<u>          </u>	\$
	full-time temporary	<u>          </u>	\$
	part-time permanent	<u>          </u>	\$
	part-time temporary	<u>          </u>	\$
	TOTAL ANNUAL PAYROLL		\$ <u>1,400,000.00</u>

year <u>6</u>	created:	#	
	full-time permanent	_____	\$
	full-time temporary	_____	\$
	part-time permanent	_____	\$
	part-time temporary	_____	\$
	TOTAL ANNUAL PAYROLL		\$ <u>1,400,000.00</u>
year <u>7</u>	created:	#	
	full-time permanent	_____	\$
	full-time temporary	_____	\$
	part-time permanent	_____	\$
	part-time temporary	_____	\$
	TOTAL ANNUAL PAYROLL		\$ <u>1,400,000.00</u>
year <u>8</u>	created:	#	
	full-time permanent	_____	\$
	full-time temporary	_____	\$
	part-time permanent	_____	\$
	part-time temporary	_____	\$
	TOTAL ANNUAL PAYROLL		\$ <u>1,400,000.00</u>
year <u>9</u>	created:	#	
	full-time permanent	_____	\$
	full-time temporary	_____	\$
	part-time permanent	_____	\$
	part-time temporary	_____	\$
	TOTAL ANNUAL PAYROLL		\$ <u>1,400,000.00</u>
year <u>10</u>	created:	#	
	full-time permanent	_____	\$
	full-time temporary	_____	\$
	part-time permanent	_____	\$
	part-time temporary	_____	\$
	TOTAL ANNUAL PAYROLL		\$ <u>1,400,000.00</u>
year <u>11</u>	created:	#	
	full-time permanent	_____	\$
	full-time temporary	_____	\$
	part-time permanent	_____	\$
	part-time temporary	_____	\$
	TOTAL ANNUAL PAYROLL		\$ <u>1,400,000.00</u>
year <u>12</u>	created:	#	
	full-time permanent	_____	\$
	full-time temporary	_____	\$
	part-time permanent	_____	\$
	part-time temporary	_____	\$
	TOTAL ANNUAL PAYROLL		\$ <u>1,400,000.00</u>

year <u>13</u>	created:	#	
	full-time permanent	_____	\$
	full-time temporary	_____	\$
	Part-time permanent	_____	\$
	Part-time temporary	_____	\$
	TOTAL ANNUAL PAYROLL		\$ <u>1,400,000.00</u>

year <u>14</u>	created:	#	
	full-time permanent	_____	\$
	full-time temporary	_____	\$
	part-time permanent	_____	\$
	part-time temporary	_____	\$
	TOTAL ANNUAL PAYROLL		\$ <u>1,400,000.00</u>

year <u>15</u>	created:	#	
	full-time permanent	_____	\$
	full-time temporary	_____	\$
	part-time permanent	_____	\$
	part-time temporary	_____	\$
	TOTAL ANNUAL PAYROLL		\$ <u>1,400,000.00</u>

BILL #22-235

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

BY: MS. MOTON

Authorizing the Mayor and Public Works Director to enter into a Community Reinvestment Area School Compensation Agreement with 1027 Trimble, LLC, and Mansfield City School District and the N/A Joint Vocational School District and the Board of Education of Mansfield City Schools to authorize general compensation and income tax revenue sharing on new municipal income tax revenues, and declaring an emergency.

**WHEREAS**, the Community Reinvestment Area School Compensation Agreement Program, pursuant to ORC §3735.66 authorizes municipalities to grant real and/or personal property tax exemptions on eligible new investments, and

**WHEREAS**, the City of Mansfield by Ordinance #20-086 adopted on May 19, 2020, designated the area as a Community Reinvestment Area, and

**WHEREAS**, effective July 17, 2020, the Director of the Ohio Development Services Agency determined the area designated by the municipality within Ordinance #20-086 contains the characteristics set forth in § 3735.66 of the ORC and certified the areas of a Community Reinvestment Area, and

**WHEREAS**, the municipality provided the Board of Education of the Mansfield City School District and the N/A Joint Vocational School District and the Board of Education of Mansfield City Schools with notice of the project prior to formal action as required within ORC § 5709.83, and § 3735.67, and

**WHEREAS**, the municipality has acted pursuant to ORC § 3735.66 within Ordinance #22-\_\_\_\_\_ adopted November \_\_\_\_\_, 2022, to grant a tax exemption to 1027 Trimble, LLC, will enter into a formal Community Reinvestment Area.

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

**SECTION 1.** That the Mayor and Public Works Director be, and they are hereby, authorized to enter into a Community Reinvestment Area Compensation Agreement with 1027 Trimble, LLC, and the Mansfield City School District and the N/A Joint Vocational School District and the Board of Education of Mansfield City Schools, all as substantially designated and fully set forth in the proposed Agreement, a copy of which is attached hereto as Exhibit "A" and made a part hereof by reference.

**SECTION 2.** That in order to allow this project to go forward 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 15 November 2022  
1<sup>st</sup> Reading 15 November 2022  
2<sup>nd</sup> Reading \_\_\_\_\_  
PASSED 15 November 2022

SIGNED /s/ David L. Falquette  
President of Council

ATTEST /s/ Amy L. Yockey  
Clerk of Council

APPROVED /s/ Timothy L. Theaker  
Mayor

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

## COMMUNITY REINVESTMENT AREA COMPENSATION AGREEMENT

This agreement between the **City of Mansfield**, a Municipal Corporation with its offices at 30 North Diamond Street, Mansfield, Ohio 44902 **Mansfield City Schools**, Board of Education, a public school district with its principal offices at 856 Cook Road, Mansfield, Ohio 44906, **1027 Trimble, LLC**, an Ohio Limited Liability Company with its principal offices at 1310 West Fourth Street, Mansfield Ohio 44906 specifies the manner and procedure to be used pursuant Ohio Revised Code (ORC) Section 5709.82 authorizing (requiring) general compensation and income tax revenue sharing on new municipal income tax revenues relating to the **1027 Trimble, LLC** Community Reinvestment Area project.

**Whereas**, the Ohio Community Reinvestment Area Program, pursuant ORC Sections 3735.66 authorizes municipalities to grant real property tax exemptions on eligible new investments; and

**Whereas**, the City of Mansfield, by Ordinance No. **20-086** adopted **May 19, 2020** designated an area within the municipality as a Community Reinvestment Area;

**Whereas**, effective July 17, 2020, the Director of the Ohio Development Services Agency determined the area designated by the municipality within Ordinance No. **20-086** contains the characteristics set forth in Section 3735.66 of the ORC and certified the area as a Community Reinvestment Area;

**Whereas**, the municipality provided the Mansfield City School Board of Education and the (Not Applicable) joint vocational school notice of the project prior for formal consideration as required within ORC section 3735.671 (A) (1) or 5709.83;

**Whereas**, the municipality has acted pursuant ORC Section 3735.65 - .70 within Ordinance No. **20-086** adopted **May 19, 2020** to grant a tax exemption to 1027 Trimble, LLC and entered into a formal Community Reinvestment Area Agreement on November \_\_\_\_\_, 2022; and

**Whereas**, the City of Mansfield and the Mansfield City School Board of Education pursuant to ORC section 5709.82 elect to enter into a Revenue Sharing/Compensation Agreement with 1027 Trimble, LLC concerning the benefits relating to the aforementioned project.

**Now Therefore**, in consideration of the foregoing and of the mutual promises, covenants and agreements hereinafter set forth the municipality and board of education agree as follows:

**Section 1. Definitions** as used in this agreement. The following shall have the meanings set forth below:

"Annual Payment Amount" shall mean the amount paid directly by 1027 Trimble, LLC to the board of education under Section 2 of this agreement.

"Exemption Year" shall mean any calendar year in which the Project would be taxable but for the municipal authorization and finalization of a Community Reinvestment Area Agreement Ohio Revised Code Sections 3735.67 (B) & (D).

"New Employee" shall include all employees who are first employed at the project site and who have not been subject to the City of Mansfield municipal income tax within the previous two years on income derived from employment from 1027 Trimble, LLC or a yet to be determined tenant company prior to being employed at the project site. "New employee" does not include any person hired to replace a person who is not a new employee. "

"Base Employment" shall be the number of employees located at the project site immediately prior to the finalization of the Community Reinvestment Area Agreement.

"Base Payroll" shall be the annualized salary of all employees located at the project site immediately prior to the finalization of the Community Reinvestment Area Agreement.

**Section 2. Amount of Municipal Payments.** During each exemption year in which 1027 Trimble, LLC receives a real property tax benefit pursuant to the Community Reinvestment Area Agreement executed by the City of Mansfield and 1027 Trimble, LLC on November \_\_\_\_\_, 2022, 1027 Trimble, LLC, shall pay the annual payment of Eighty Thousand Two Hundred Thirty Six Dollars (\$80,236.00) to the board of education.

**Section 3. Timing of the Payments.** 1027 Trimble, LLC shall make annual cash payments in the agreed upon amount no later than December 31<sup>st</sup> of each calendar year subsequent to an exemption year in which the business received a real property tax benefit.

**Section 4. Waiver of Notice Provision.** Mansfield City Schools and 1027 Trimble, LLC waive any notice or approval provisions pursuant to ORC 3735.671 (A) (1) or 5709.83.

**Section 4. Amendments.** This agreement may be amended or modified by the parties, only in writing, signed by all parties to the agreement or by applicable law changes. Should the State of Ohio significantly alter the manner in which funding is provided to local and joint vocational school districts, then all parties agree to reconsider the terms of this agreement for possible amendment.

**Section 5. Entire Agreement.** This agreement sets forth the entire agreement and understanding between the parties as to the subject matter contained herein and merges and supersedes all prior discussions, agreements, and undertakings of every kind and nature between the parties with respect to the subject matter of this agreement.

**Section 6. Notices.** All payments, certificates, reports and notices, which are required to or may be given pursuant to the provisions of this agreement shall be sent by regular mail, postage prepaid, and shall be deemed to have been given or delivered when so mailed to the following addresses:

Municipality: Economic Development Director  
City of Mansfield, 30 North Diamond Street, Mansfield, Ohio 44902

Board of Education: Treasurer  
Mansfield City Schools, 856 Cook Road, Mansfield, Ohio 44907

Business: Member  
1027 Trimble, LLC, 1310 West Fourth Street, Mansfield, Ohio 44906

Any party may change its contact or address for receiving notices and reports by giving written notice of such change to the other parties.

**Section 7. Severability of Provisions.** The invalidity of any provision of this agreement shall not affect the other provisions of this agreement, and this agreement shall be construed in all respects as if any invalid portions were omitted.

**The balance of this page is intentionally blank.**

**IN WITNESS WHEREOF**, the City of Mansfield, Ohio, by **TIMOTHY L. THEAKER**, Mayor and **DAVID REMY**, Public Works Director, and pursuant to Ordinance #20-\_\_\_\_\_, has caused this instrument to be executed this \_\_\_\_\_ day of November, 2022, Mansfield City Schools Board of Education by **Tacy Courtright**, its Treasurer, has caused this instrument to be executed this \_\_\_\_\_ day of November, 2022, 1027 Trimble, LLC, by **RANDY PAYNE**, its Member has caused this instrument to be executed this \_\_\_\_\_ day of November, 2022.

Witness:

CITY OF MANSFIELD

\_\_\_\_\_

By: \_\_\_\_\_  
Timothy L. Theaker, Mayor

\_\_\_\_\_

By: \_\_\_\_\_  
David Remy, Public Works Director

MANSFIELD CITY SCHOOLS

\_\_\_\_\_

By: \_\_\_\_\_  
Tacy Courtright, Treasurer

1027 Trimble, LLC

\_\_\_\_\_

By: \_\_\_\_\_  
Randy Payne, Member

Approved as to form:

\_\_\_\_\_  
John Spon  
Law Director  
City of Mansfield

BILL# 22-236

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

BY: MR. SCOTT

Authorizing the Safety-Service Director to enter into an annual renewal of the software maintenance agreement with Superior LLC, a CentralSquare Company.

**WHEREAS**, Superior OSSI is a software suite that consists of CAD (Computer Aided Dispatch), RMS (Records Management System), AVL (Automatic vehicle location), MCT (Mobile Computer Terminal), and others, and

**WHEREAS**, the software suite allows our public safety personnel to effectively and safely perform their duties, and

**WHEREAS**, this is an annual renewal of the said software maintenance agreement.

**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 is hereby, authorized to enter into a software maintenance agreement, for the 2023 calendar year, with Superior LLC/ Central Square now on file with the Safety-Service Director.

**SECTION 2.** That the cost of said Agreement has been allocated for payment purposes, and shall be for an amount not to exceed \$91,159.40 (ninety-one thousand one hundred fifty-nine and 40/100 dollars), to be paid from Police Operations, (214.15.01) Contractual Services Classification.

**SECTION 3.** That this Ordinance shall take effect and be in full force from and after the earliest time allowed by law after its passage and approval by the Mayor.

Caucus	<u>15 November 2022</u>
1 <sup>st</sup> Reading	<u>6 December 2022</u>
2 <sup>nd</sup> Reading	<u>20 December 2022</u>
PASSED	

SIGNED /s/ David Falquette  
President of Council

ATTEST /s/ Amy L. Yockey  
Clerk of Council

APPROVED /s/ Timothy L. Theaker  
Mayor

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

BILL #22-237

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

BY: MR. DAVENPORT

Appropriating the sum of five thousand and 00/100 dollars (\$5,000) from the unappropriated Downtown Improvements Fund (#425) for the purpose of purchasing Christmas lights and decorations for the downtown, and declaring an emergency.

WHEREAS, the Downtown Improvement Advisory Board has voted to purchase Christmas lights and decorations for the downtown.

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

SECTION 1. That the sum of five thousand and 00/100 dollars (\$5,000) be, and the same is hereby, appropriated from the Downtown Improvements Fund (#425) to the Downtown Improvement Programs (425.28.25), Contractual Services Classification.

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

Caucus	<u>15 November 2022</u>
1 <sup>st</sup> Reading	<u>15 November 2022</u>
2 <sup>nd</sup> Reading	<u>15 November 2022</u>
PASSED	<u>15 November 2022</u>

SIGNED /s/ David Falquette  
President of Council

ATTEST /s/ Amy L. Yockey  
Clerk of Council

APPROVED /s/ Timothy L. Theaker  
Mayor

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

BILL #22-238

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

BY: MR. DAVENPORT

Appropriating the sum of one hundred forty-two thousand five hundred and 00/100 dollars (\$142,500.00) from the unappropriated Safety Services Fund (#214), for the purpose of transferring funds to the Fire Capital Equipment Fund (#420), based on actual and anticipated EMS revenue through December 31, 2022, and declaring an emergency.

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

SECTION 1. That the sum of one hundred forty-two thousand five hundred and 00/100 dollars (\$142,500.00) be, and the same is hereby, appropriated from the unappropriated Safety Services Fund (#214) to the Safety Services Fund Fire Department Operations (214.16.01) Transfer Out Classification.

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

Caucus 15 November 2022  
1<sup>st</sup> Reading 6 December 2022  
2<sup>nd</sup> Reading \_\_\_\_\_  
PASSED 6 December 2022

SIGNED /s/ David Falquette  
President of Council

ATTEST /s/ Amy L. Yockey  
Clerk of Council

APPROVED /s/ Timothy L. Theaker  
Mayor

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





DEPARTMENT OF FINANCE  
STATEMENT OF FISCAL IMPACT

Attachment to  
Bill# 22-239

RE: Community Development Winter Intern Grant

**Nature of Statement and Information Disclosed**

This is a statement of fiscal impact for the City of Mansfield to accept funding from the:  
Richland County Foundation

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: \$2,400.00  
Funding Period: 2022-23 (Winter)

***Impact on Expenditures***

PROJECT COSTS:	
Personnel Costs	\$2,400.00
<b>Total Project Costs:</b>	<b>\$ 2,400.00</b>

The total project cost is estimated at \$ 2,400.00 . Note: \* Winter grant awarded annually  
\* Previous award was \$2,400 (ord. #21-213)  
\* No local match.

Match Required: \$0.00

**Future Fiscal Impact**

***Impact on Revenue***

N/A

***Impact on Expenditures***

N/A



DEPARTMENT OF FINANCE  
STATEMENT OF FISCAL IMPACT

**Other Future Commitments**

N/A

**Disclosures of Possible Material Future Events**

N/A

**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

Attachment to  
Bill# 22-240

RE: Paul Coverdell Forensic Science 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:  
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: \$36,186.44  
Funding Period: 1/1/23-12/31/23

***Impact on Expenditures***

PROJECT COSTS:	
Casework overtime	\$4,830.66
Training	\$5,162.58
Contracts	\$6,600.00
Equipment	\$17,900.00
Other	\$1,693.20
<b>Total Project Costs:</b>	<b>\$ 36,186.44</b>

The total project cost is estimated at \$ 36,186.44 . Note: \* Grant awarded annually

Match Required: \$0.00

- \* No local match
- \* OCJS requires \$32,072.97 to be allocated for opioid costs, however all funding (\$36,186.44) will be related to opioid analysis, equipment and training costs.

**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**

Opioid casework overtime, contracts, training and equipment costs will be the responsibility of the Safety Services Fund (#214) beyond 12/31/23 unless future grants are awarded.

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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.





DEPARTMENT OF FINANCE  
STATEMENT OF FISCAL IMPACT

Attachment "1"  
to Bill# 22-241

RE: West End Target Area Design (Phases 2 and 3)

**Nature of Statement and Information Disclosed**

This is a statement of fiscal impact for the City of Mansfield to accept funding from the:  
Richland County Board of Commissioners - American Rescue Plan Act (ARPA) Subgrant Agreement

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: \$200,000

Funding Period: 11/1/22-12/31/23

***Impact on Expenditures***

PROJECT COSTS:	
West End Target Area Design (Phases 2 and 3)	\$499,000
<b>Total Project Costs:</b>	<b>\$ 499,000</b>

The total project cost is estimated at \$ 499,000 . Note: \* One-time subgrant award

Match Required: \$ (See Note)

- \* Additional \$200,000 provided by the City's American Rescue Plan (ARP) funds (ord. #22-144).
- \* Additional \$41,287 provided by Richland County Foundation grant (ord. #21-271).
- \* Remaining \$57,713 provided by CDBG funding.

**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**

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.

**AMERICAN RESCUE PLAN ACT  
WEST END STREETSCAPE DESIGN PROJECT  
SUBGRANT AGREEMENT  
between the  
BOARD OF COMMISSIONERS OF RICHLAND COUNTY and the  
CITY OF MANSFIELD**

THIS SUBGRANT AGREEMENT ("Agreement") is made as of the date of the last signature below by and between the Board of Commissioners, Richland County, Ohio (the "COUNTY"), with its principal place of business located at 50 Park Ave. East, Mansfield, Ohio 44902 and the Sub-Recipient City of Mansfield ("City"), with its principal place of business located at 30 N. Diamond, Mansfield, Ohio 44902.

WITNESSETH:

WHEREAS, the Final Rule issued by the Treasury pursuant to the American Rescue Plan Act of 2021 encourages recipients to build strong, healthy communities through investments in neighborhoods; and

WHEREAS, the West End Streetscape Project ("Project") in Mansfield, Richland County, Ohio, is located entirely within Census tract 5, which was disproportionately impacted by the negative health and economic impacts of COVID-19 as documented in the CITY's written justification ("Justification") for the Project; and

WHEREAS, the disproportionate impact is presumed according to the parameters set forth in the Final Rule issued by the Treasury based upon the community's status as a qualified census tract ("QCT"); and

WHEREAS, according to the 2020 census, which is the most recently published data, Census Tract 5 is designated as QCT with a median income of \$26,614. According to the same data, the population for Census Tract 5 is currently estimated at 3,706; and

WHEREAS, the West End Streetscape plan seeks to address concerns of safety, accessibility, and beautification by improving sidewalks, crosswalks, accessibility to sidewalks,

street lighting, and a tree lawn, leading to positive physical and mental health outcomes for this community; and

WHEREAS, through resolution the COUNTY'S Board of Commissioners has authorized an Agreement with the CITY using Fiscal Recovery Funds received by the COUNTY pursuant to the American Rescue Plan Act of 2021 ("ARPA"), signed into law on March 11, 2021, for the purpose of funding a portion of the actual costs of the design of phases 2 and 3 of the Project as incurred by the CITY.

NOW THEREFORE, in consideration of the mutual covenants, promises, conditions and terms to be kept and performed, it is agreed between the parties as follows:

**SECTION 1 PURPOSE.**

The COUNTY agrees to transfer to the CITY an amount not to exceed 200,000.00 ("grant funds"), to pay a portion of the actual costs of design of phases 2 and 3 of the Project. Any funds not used by the CITY to pay said costs will be returned to the COUNTY as set forth herein.

**SECTION 2 TERM AND TERMINATION; RECOUPMENT.**

This Agreement shall be in full force and effect for a period commencing on November 1, 2022, and ending December 31, 2023. All Grant Funds that have not been paid by the CITY for eligible project costs by December 31, 2023 will be repaid by that date to the COUNTY. Upon written notice from the COUNTY to the CITY, the COUNTY has the right to terminate the grant award, in whole or part; demand the immediate repayment of all grant money received by the CITY from the COUNTY that has not been disbursed; temporarily withhold cash payments pending correction of deficiency by the CITY; or take all other actions available under Ohio law.

**SECTION 3 MANDATED AFFIRMATIONS**

The CITY shall complete the "Mandated Affirmations" document marked as "Exhibit 1," attached hereto and incorporated by reference.

**SECTION 4 NON-DISCRIMINATION.**

The CITY, its employees, agents, representatives, and any other party working on its behalf shall not discriminate in any manner in its performance under this Grant Agreement by reason of race, color, sex, age, religion, national origin, ancestry, veteran status, disability, sexual orientation, gender identity or any other characteristic to the extent protected by law, and shall comply with all federal, State of Ohio and COUNTY non-discrimination and intimidation laws, as amended, and any applicable related rules, regulations and executive orders, as amended.

**SECTION 5 WORKERS' COMPENSATION.**

The CITY shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this contract.

**SECTION 6 ACCOUNTABILITY FOR GRANT PROPERTY.**

The CITY must maintain internal control and accountability as required by state and federal law for all grant cash, real and personal property and other assets. All grant property must be only used for the purpose authorized in this Grant Agreement.

**SECTION 7 PAYMENTS.**

The COUNTY will make available to CITY, upon execution of this Grant Agreement, the sum of 200,000.00 for payment of costs of the Project. CITY may draw upon the grant funds, up to the amount of \$200,000.00 upon written and/or electronic request to COUNTY, and COUNTY shall pay any requested draw within ten (10) business days of request from CITY.

**SECTION 8 REPORTS AND RECORDS.**

CITY shall maintain and make available upon request all documents and financial records sufficient to establish compliance with Section 603 of the Social Security Act, as amended by Section 9901 of ARPA, and the grant requirements including but not limited to the following:

- General ledger and subsidiary ledgers used to account for (a) the receipt of Fiscal Recovery Funds payments and (b) the disbursements from such payments to meet eligible expenses related to the public health emergency due to COVID-19;
- Budget records insofar as necessary to satisfy state or federal audit requirements;

- Grant-related payroll, time records, human resource records to support costs incurred for payroll expenses related to addressing the public health emergency due to COVID-19;
- Grant-related receipts of purchases made related to addressing the public health emergency due to COVID-19;
- Contracts and subcontracts entered into using Fiscal Recovery Funds payments and all documents related to such contracts;
- Grant agreements and grant subaward agreements entered into using Fiscal Recovery Funds payments and all documents related to such awards;
- All documentation of reports, audits, and other monitoring of contractors, including subcontractors, and grant recipient and subrecipients;
- All documentation supporting the performance outcomes of contracts, subcontracts, grant awards, and grant recipient subawards;
- All internal and external email/electronic communications related to use of Fiscal Recovery Funds payments;
- All investigative files and inquiry reports involving Fiscal Recovery Funds payments.
- Accounting and fiscal records adequate to allow the COUNTY and/or State or Federal personnel to audit and verify that the funds provided under this Grant Agreement are used for the purpose(s) stated in this Grant Agreement.
- Other records and reports as required by the COUNTY to enable it to comply with local, state, and federal statutes and regulations.
- Performance reports which include information regarding actual accomplishments established during the grant period and other pertinent information. Such report shall be in the form required by the COUNTY.
- Final report of grant closeout.

The COUNTY shall have the right of access to any pertinent book, document, paper or other records of the CITY which are pertinent to grant in order to make audits or examinations.

**SECTION 10 FEDERAL, STATE AND LOCAL LAWS.**

The CITY agrees to abide by all Federal, State and local laws, statutes, resolutions, ordinances,

rules and/or regulations applicable to this Grant Agreement. Additionally, CITY agrees that it will spend all grant funds received under this Grant Agreement in accordance with all of the terms of the ARPA, and the Richland County Procurement Policy as approved on 1/27/2022.

#### **SECTION 11 COMPLIANCE**

If any payment(s) pursuant to this Grant Agreement are determined to be inconsistent with state or federal requirements or otherwise subject to recovery for any reason as determined by the state or federal government, the CITY shall immediately upon written notice from the COUNTY pay the amount subject to recovery to the COUNTY. The CITY, out of CITY funds, shall be exclusively responsible to pay for any and all project costs, including any additional project costs, resulting from any such determination of ineligibility and finding for recovery.

#### **SECTION 12 INDEPENDENT CONTRACTOR.**

Nothing contained in this Grant Agreement is intended to or shall be construed in any manner as creating or establishing the relationship of employer/employee between the parties. The CITY shall at all times remain an 'independent contractor' with respect to its performance under this Grant Agreement.

#### **SECTION 13 SUCCESSORS AND ASSIGNMENT.**

The COUNTY and the CITY each binds itself and its successors, executors, administrators, and assigns to the terms, conditions, and covenants of this Grant Agreement. Neither the COUNTY nor the CITY shall assign or transfer its rights, interests, duties, or obligations under this Grant Agreement without the express written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

#### **SECTION 14 NOTICES.**

Any notice required or permitted under this Grant Agreement shall be given in writing and shall be deemed to have been given when personally delivered to any officer of the party receiving notice or when posted in the United States mail by certified mail addressed to the last known address of the party being served.

**SECTION 15 LAW OF OHIO.**

This Grant Agreement shall be construed and enforced in accordance with the laws of the State of Ohio, without giving effect to its conflict of laws principles. The parties agree that any legal action, suit, or proceeding that arises out of this Grant Agreement shall be brought solely and exclusively in the County of Richland Court of Common Pleas.

**SECTION 16 CONSTRUCTION.**

In the event an ambiguity or question of intent or interpretation arises, this Agreement will be enforced and construed as if drafted jointly by the Parties, and no presumption or burden of proof will arise favoring or disfavoring either party or its construction or interpretation by virtue of the authorship of any of terms or provisions of this Agreement.

**SECTION 17 SURVIVAL.**

All representations, indemnifications, warranties, and guaranties made in, required by, or given in accordance with this Agreement shall survive termination or expiration of this Agreement in their entirety and shall survive the completion of any work contemplated within this Agreement in their entirety.

**SECTION 18 ETHICS.**

By signing and entering into this Agreement with the COUNTY, the CITY represents that it is familiar with all applicable ethics law requirements, including without limitation Sections 102.04 and 3517.13 of the Ohio Revised Code and certifies that it is in compliance with such requirements.

**SECTION 19 RECORDS RETENTION AND PUBLIC RECORDS ACT COMPLIANCE.**

The CITY shall maintain all records related to this Grant Agreement and the administration of the project for 5 years after the COUNTY makes final payment or for the period identified in the COUNTY'S records retention schedule, whichever is longer. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the above-referenced retention period, the CITY shall retain the records until completion of the action and all issues which arise from it or until the end of the above-referenced retention period, whichever is later. All records related to this Grant Agreement and the administration of the project shall be considered public records, except for statutorily codified exceptions, and subject to inspection and

copying by the public pursuant to the requirements of Ohio Revised Code Section 149.43 et. seq.

**SECTION 20 TITLE VI COMPLIANCE**

The CITY shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement. This is not a research and development contract.

**SECTION 21: 41 CFR 60-1.4(b) COMPLIANCE**

The CITY hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the equal opportunity clause set forth in 41 CFR 60-1.4(b).

**SECTION 22 ENTIRE AGREEMENT, MODIFICATION AND SEVERABILITY.**

This written Grant Agreement represents the entire agreement between the parties and supersedes all previous agreements, written and oral, between the parties. This Grant Agreement shall not be modified except in writing signed by both parties. In the event any provision of this Grant Agreement is determined to be invalid by a court of competent jurisdiction, such determination shall not affect the validity of other provisions in the Grant Agreement which shall be severable.

The parties hereunto have caused this SUBGRANT AGREEMENT to be executed in duplicate on the date of the last signature below.

**CITY OF MANSFIELD, OHIO**

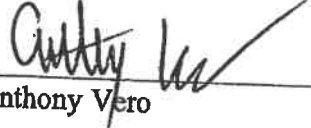
**"CITY"**

\_\_\_\_\_  
Mayor Tim Theaker

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

**BOARD OF COMMISSIONERS,  
RICHLAND COUNTY, OHIO**

**"COUNTY"**

  
\_\_\_\_\_  
Anthony Vero

  
\_\_\_\_\_  
Cliff Mears

  
\_\_\_\_\_  
Darrell Banks

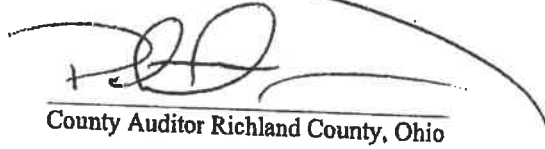
Date: 11/01/2022

Richland County

CERTIFICATE

As the Auditor of Richland County, Ohio, I certify that the money required to meet the obligations of Owner under the attached Agreement between Owner and Contractor has been lawfully appropriated by Owner for those purposes and is in the treasury of the County 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 of the Revised Code.

Dated: 10/31, 2022

  
\_\_\_\_\_  
County Auditor Richland County, Ohio

**Mandated Affirmations**

**AFFIRMATION # 1: VENDOR AFFIDAVIT FORM**

**NON-DELINQUENCY OF PERSONAL PROPERTY TAXES:**

The undersigned, being duly sworn, if a contract is awarded to you, states that we (the Vendor) are not charged at the time the bid was submitted with delinquent personal property taxes on the general tax list of personal property of any county in which you as a taxing district have territory and that we were not charged with delinquent property taxes on any such tax list. Nor do I have any debt owed to the State of Ohio.

**NON-COLLUSION:**

That the bid being submitted is genuine and not collusive or sham; that we/I have not colluded, conspired, connived, or agreed, directly or indirectly, with any other bidder or person, to submit a sham bid, or refrain from bidding; have not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or any other bidder, to fix any overhead, profit or cost element of said bid price, or of that of any other bidder; to secure advantages against the County of Richland or any person or persons interested in the proposed contract; that all statements contained in said proposal of bid are true, and that, such bidder has not, directly or indirectly submitted this bid, or the contents thereof, or divulged information or data relative thereto to any other potential information or date relative thereto to any other potential bidder. Further, Affiant affirms that no county employee has any financial interest in this company or the bid being submitted.

That we do hereby affirm the above statements to be true and in consideration of the award of the aforementioned contract, the above statements are incorporated in said contract as a covenant of the undersigned.

**AFFIRMATION # 2: ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS  
REQUIREMENTS ASSURANCES OF COMPLIANCE WITH TITLE VI OF  
THE CIVIL RIGHTS ACT OF 1964**

As a condition of receipt of federal financial assistance from the Department of the Treasury, the recipient/contractor named below (hereinafter referred to as the "Recipient") provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Recipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits. The assurances apply to all federal financial assistance from or funds made available through

the Department of the Treasury, including any assistance that the Recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Recipient's program(s) and activity(ies), so long as any portion of the Recipient's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. S 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.

2. Recipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient's programs, services, and activities.

3. Recipient agrees to consider the need for language services for LEP persons when Recipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

4. Recipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient's successors, transferees, and assignees for the period in which such assistance is provided.

5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or

activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. SS 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made apart of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S. C. 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property.

7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Recipient shall comply with information requests, on-site compliance reviews and reporting requirements.

8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI.

9. Recipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.

10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document. State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of subrecipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood the Recipient's obligations as herein described, that any information submitted in conjunction with this assurances document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

### AFFIRMATION # 3: CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**AFFIRMATION # 4: CERTIFICATION REGARDING DEBARMENT,  
SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR  
LOWER TIER COVERED TRANSACTIONS**

***Instructions for Certification***

1. By signing and submitting this contract or proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. The term "principals" includes, but is not limited to, officers, directors, owners, partners, and principal investigators. You may contact the person to which this proposal or contract is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by signing and submitting this contract or proposal that should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system

of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion For Lower Tier Covered Transactions**

(1) The prospective lower tier participant certifies, by signing and/or submission of this proposal or contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**AFFIRMATION # 5: CERTIFICATION REGARDING CERTAIN TELECOMMUNICATIONS/VIDEO SURVEILLANCE SERVICE/EQUIPMENT PROHIBITIONS. ("HUAWEI BAN".)**

The Contractor and any sub-Contractors affirms that they have not and will not obligate or loan or expend funds received through this Agreement to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems, or that they will provide or are providing products that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities) including:

- (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

**GLOBAL AFFIRMATION:**

I, the undersigned, on behalf of myself and the Company I represent as noted below, affirm that I have read the entirety of this seven (7) page document and the text of the five (5) separate affirmation sections contained within them. I further hereby affirm that I will abide by those provisions noted above that are a required part of my Company being awarded the contract at issue, and that none of the circumstances noted above that would prevent me from legally being awarded this contract exist.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Company Tax I.D. Number

\_\_\_\_\_  
Vendor Signature

\_\_\_\_\_  
Print Name & Title

Sworn to before me and subscribed in my presence this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

\_\_\_\_\_  
Date Commission Expires

## West End Target Area

### **Location:**

The West End Target Area is located within Census Tract 5 in the City of Mansfield, Richland County, Ohio. Census Tract 5 is a qualified census tract according to the US Department of Housing and Urban Development, which makes the area eligible for use of CDBG and HOME grant dollars. The West End target area plan seeks to address concerns of safety, accessibility, and beautification by improving sidewalks, crosswalks, accessibility to sidewalks, street lighting, and a tree lawn. Encompassed in the West End Target Area is Richland County's largest employer OhioHealth. Safety of employees at this location has been a concern. Also within the West End Target area are two (2) daycare centers, along with a multitude of other medical offices and small businesses.

### **Population and Housing data:**

The West End Target area sits within census tract 5 in the City of Mansfield. Census tract 5 is a qualified census tract per the US Department of Housing and Urban Development. There are approximately 3585 people living in census tract 5 with a median household income of \$30,982 and a poverty rate of 32.85%. Nearly 28% of the census tract population are minorities. Housing is of concern within Census tract 5 as well. 45% of housing within the tract was built prior to 1949. Housing vacancy rates are estimated at 29%. The unemployment rate is approximately 18% with more than 31% of the population experiencing housing cost burden. There has been no meaningful change in the number of jobs within the census tract. (data source: CPD Maps).

### **Explanation of why a capital expenditure is appropriate:**

The West End target area plan seeks to address concerns of safety, accessibility, and beautification by improving sidewalks, crosswalks, accessibility to sidewalks, street lighting, and a tree lawn. Encompassed in the West End Target Area is Richland County's largest employer OhioHealth. Safety of employees at this location has been a concern. Also within the West End Target area, are two (2) daycare centers, along with many medical offices and small businesses. The first phase of construction for the West End Target Area spurred private investment along the Glessner corridor for an estimated \$250,000 and counting. Private investors have indicated that improvement in the area has promoted interest in housing and economic development.

The West End Target Area project seeks to immediately address concerns along the primary roadway, Glessner Ave, which is frequented by thousands of people working at, visiting, and being provided medical care at OhioHealth Mansfield and several other medical offices in the area. This corridor is highly visible to not only the residents of census tract 5, but visitors and patients from across Richland County. The West End Target area is a sought after project by many community leaders, and provides positive visibility for census tract 5, The City of Mansfield, and Richland County as a whole.

**Future Strategy:**

It is the hope of the community, revitalization project such as the West End Target Area are cornerstones for interest, development, and increased residency across the City. Successful projects of it's type will lead to further private investment, and pride in the community. The City of Mansfield is continually seeking projects to improve quality of life for our residents, and investment in projects such as the West End Target Area is critical to continued progress.

**Projects Considered, not funded:**

The West End Target Area is a superior project, encompassing a qualified census tract and Richland County's largest employer. The area is highly visible and requires infrastructure updates to truly thrive.

**Project 1-Pavilion at Prospect:**

40x60 open air pavilion-\$25,000

Replace Parking Lot-\$20,000

New Playground- \$200,000

Restroom-\$25,000

Total Project Cost- \$270,000

**Project 2-Pavilion at Liberty:**

Enclosed Pavilion-\$300,000

Additional Parking-\$20,000

Total Project Cost-\$320,000

The West End Target Area leverages HUD funding with private resources to provide for a better overall neighborhood by increasing safety, safer sidewalks and street crossings, and improve the overall neighborhood. This makes the West End Target Area the superior project.

Bill# 22-242

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

BY: MR. DIAZ

### COOPERATION AGREEMENT

Authorizing the Mayor and Public Works Director to enter into a Cooperation Agreement with the Richland County Commissioners and the Richland County Engineer for the purpose of resurfacing Ernsberger Road within the City's Corporation boundary.

**WHEREAS**, the City of Mansfield and Richland County have agreed to enter into a Cooperative Agreement to submit an application to the Ohio Public Works Commission for the resurfacing of Ernsberger Road, and

**WHEREAS**, the City of Mansfield will provide funds totaling 1.8% of the project, with such funds coming from the City of Mansfield's Resurfacing Fund, and

**WHEREAS**, Auto License Plate and Gasoline and/or County Road and Bridge Office will provide funds totaling 58.2% of the project, and

**WHEREAS**, the City of Mansfield authorizes the Richland County Engineer to act as the lead agency for this application and to sign all necessary documents, and

**WHEREAS**, the City of Mansfield and the Richland County Engineer's Office agree to pay their respective portions of the project costs as indicated above at the completion of this project.

**NOW, THEREFORE, BE IT AGREED BY THE COUNCIL OF THE CITY OF MANSFIELD, OHIO, THE RICHLAND COUNTY COMMISSIONERS, AND THE RICHLAND COUNTY ENGINEER AS FOLLOWS:**

SECTION 1. That Richland County Engineer, Adam M. Gove, is hereby authorized to submit an application to the Ohio Public Works Commission with respect to the above-referenced project on behalf of Richland County and the City of Mansfield.

SECTION 2. That if appropriate grants or loans are received, the Richland County Engineer shall be the lead agency for the purposes of executing all documents relative to this application for funds from the Ohio Public Works Commission and the construction of the project.

SECTION 3. That upon completion of this project, both Richland County and the City of Mansfield will pay their percentage of the costs for the resurfacing of Ernsberger Road as specified in this agreement directly to the contractor selected for the project within thirty days of invoice.

Signed and Acknowledged in the Presence of:

**CITY OF MANSFIELD**

_____	_____	_____
	(Date)	Timothy L. Theaker, Mayor
_____	_____	_____
	(Date)	David L. Remy, Public Works Director

**APPROVED AS TO FORM**

_____	_____
John Spon, Mansfield Law Director	(Date)
_____	_____
Gary Bishop, Richland Co. Prosecutor	(Date)

**RICHLAND COUNTY**

_____	_____	_____
	(Date)	County Commissioner
_____	_____	_____
	(Date)	County Commissioner
_____	_____	_____
	(Date)	County Commissioner
_____	_____	_____
	(Date)	Richland County Engineer

BILL #22-243

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

BY: MS. BURNS

Authorizing the Public Works Director to enter into an agreement for electric services for street lights through the efficiency safety incentive program with a creditable electric company, and declaring an emergency.

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

SECTION 1. That the Public Works Director be, and is hereby, authorized to enter into an agreement for electric services for the furnishing of electricity for street lights.

SECTION 2. That by the reason of the immediate need to confirm an electric agreement for street lights due to the increasing prices, 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>15 November 2022</u>
1 <sup>st</sup> Reading	<u>6 December 2022</u>
2 <sup>nd</sup> Reading	<u>6 December 2022</u>
PASSED	<u>6 December 2022</u>

SIGNED /s/ David Falquette  
President of Council

ATTEST /s/ Amy L. Yockey  
Clerk of Council

APPROVED /s/ Timothy L. Theaker  
Mayor

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

BILL #22-244

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

BY: MS. BURNS

Authorizing the Public Works Director to enter into an agreement for electric services aggregation with a creditable electric company, and declaring an emergency.

**WHEREAS**, pursuant to Ohio Revised Code (ORC) section 4928.20 a City Council may aggregate customers within their jurisdiction in order to secure lower cost electric services with the City through the collection purchasing of electric services.

**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 enter into an agreement for electric services for the furnishing of electricity.

SECTION 2. That by reason of the necessity to select an electricity supplier during the favorable pricing season, 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 15 November 2022  
1<sup>st</sup> Reading 6 December 2022  
2<sup>nd</sup> Reading \_\_\_\_\_  
PASSED 6 December 2022

SIGNED /s/ David Falquette  
President of Council

ATTEST /s/ Amy L. Yockey  
Clerk of Council

APPROVED /s/ Timothy L. Theaker  
Mayor

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



**WAIVER AGREEMENT  
B & O BIKE TRAIL CONNECTOR**

THIS AGREEMENT is made and entered into as of the date of the last signature below by and between the Board of Commissioners, Richland County, Ohio ("Board"), with its principal place of business located at 50 Park Ave. East, Mansfield, Ohio 44902 under the authority of Resolution adopted \_\_\_\_\_, 2022, and the City of Mansfield ("City"), with its principal place of business located at 30 N. Diamond St., Mansfield, Ohio 44902 under the authority of City Ordinance No. \_\_\_\_\_ adopted \_\_\_\_\_, 2022.

WHEREAS, the City plans to construct a concrete bike path six inches in depth on top of fourteen inches of cement-treated base, along with a boardwalk section, connecting the B & O Bike Trail to Trimble Road (the "Project"); and

WHEREAS, the City on August 16, 2022, authorized an appropriation of \$500,000.00 toward the total cost of the Project, estimated to be \$1.75 million; and

WHEREAS, the City anticipates a \$500,000.00 gap in funding for the Project after the City's appropriation(s) and other sources of funding are secured; and

WHEREAS, pursuant to Ohio Revised Code Section 305.26, a board of county commissioners may compound or release, in whole or in part, a debt, judgment, fine, or amercement due the county and for the use thereof; and

WHEREAS, the City is requesting the Board waive \$500,000.00 of the amount the City is required to pay to the Board pursuant to the Agreement to House Prisoners dated September 20, 2008 (the "Jail Contract") so that the City can appropriate an additional \$500,000.00 to cover the above-referenced anticipated gap in funding.

NOW THEREFORE, the parties hereby acknowledge and agree as follows:

1. The City agrees to appropriate, at a minimum, an additional \$500,000.00 of American Rescue Plan Act Revenue Loss ("ARPA") funds toward the Project so that the City's appropriation is at least \$1,000,000.00 of ARPA funds toward design and construction of the Project.
2. The Board agrees to a one-time waiver of \$500,000.00 on the City's Jail Contract payment obligation in the form of a \$500,000.00 credit toward the quarterly invoice issued by the Board that first follows the formal award and execution of the single-prime construction contract for the Project.
3. This Agreement (a) shall be limited to this waiver, (b) shall not be deemed to waive any other covenant, agreement, or obligation of the City under the Jail Contract, (c) shall not be deemed a precedent for the granting of any future waiver requested by the City, and (d) if the Project is cancelled or otherwise not completed by December 31, 2026, this Agreement is null and void, and any credit received by the City pursuant to this Agreement toward the City's Jail Contract obligation is rescinded and the amount of the credit shall be promptly due and payable in addition to contracted charges.

**CITY OF MANSFIELD**

**BOARD OF COMMISSIONERS,  
RICHLAND COUNTY, OHIO**

\_\_\_\_\_  
By: Timothy L. Theaker  
Title: Mayor

\_\_\_\_\_  
Tony Vero

\_\_\_\_\_  
By: David L. Remy  
Title: Interim Safety-Service Director

\_\_\_\_\_  
Cliff Mears

\_\_\_\_\_  
Darrell Banks

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

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

BILL #22-246

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

BY: MS. MOTON

Removing Sections 3 and 7 of Ordinance 22-012, to create the Economic Development Division and the Permitting and Development Division and renumbering the Sections of Ordinance 22-012 accordingly, and declaring an emergency.

**WHEREAS**, the creation of these Divisions will help to modernize, streamline, and promote better efficiency within the City and improve services provided to the community.

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

**SECTION 1. AIRPORT DIVISION - PERSONNEL.** The Airport 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:

<u>POSITION</u>	<u>SALARY/GRADE/HOURLY</u>
a. Manager + (Administrative) °	\$42,000 - \$70,500
b. Operations Supervisor	\$40,000 - \$67,500
c. Confidential Secretary °	\$22,000 - \$51,500
d. Motor Equipment Operator (4)	14
e. Laborer	11

**SECTION 2. BUILDING MAINTENANCE DIVISION - PERSONNEL.** The Building Maintenance Division within the Public Service Department shall be composed of the following personnel who shall be compensated in accordance with the salary range or pay grade indicated:

<u>POSITION</u>	<u>SALARY/GRADE/HOURLY</u>
a. Operations Supervisor	\$40,000 - \$67,500
b. Building Maintenance Aid II (2)	16
c. Laborer	11

**SECTION 3. CERTIFIED BUILDING DIVISION - PERSONNEL.** The Certified Building Division, a subdivision of the Engineering 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:

<u>POSITION</u>	<u>SALARY/GRADE/HOURLY</u>
a. Manager+(Administrative)	\$42,000 - \$70,500
b. Chief Building Official + (Professional)	\$48,000 - \$85,000
e. Supervisor I /Electrical Safety Inspector °	\$30,250 - \$56,500

d. Confidential Secretary <sup>o</sup>	\$22,000 - \$51,500
e. Housing Inspector (4)	13
f. Account Clerk (2)	12

**CITY COUNCIL - PERSONNEL.** In accordance with Article III, Section 3.03 of the Mansfield City Charter, the following personnel are authorized in the office of the Clerk of City Council and shall be compensated as indicated:

POSITION	SALARY
a. Clerk of Council + (Elected)	\$27,500 - \$49,500
b. Assistant Clerk of Council + (Elected)	\$27,500 - \$49,500

Members of the majority political party of Council shall designate the Clerk of Council and members of the next ranking political party of Council shall designate the Assistant Clerk of Council and each of them shall serve at the pleasure of the party members by whom they were designated.

**SECTION 4. CIVIL SERVICE COMMISSION - PERSONNEL.** The Civil Service Commission shall be composed of the following personnel who shall be compensated in accordance with the salary range indicated:

POSITION	SALARY
a. Commissioner Civil Service (3) + (Elected)	\$3,640 - \$5,297
b. Clerk, Civil Service Commission + (Elected)	\$4,200 - \$6,540

**SECTION 5. CLEARFORK RESERVOIR DIVISION - PERSONNEL.** The Clearfork Reservoir 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
a. Operations Supervisor	\$40,000 - \$67,500
b. Supervisor I <sup>o</sup>	\$30,200 - \$56,500
c. Special Police/MEO (2)	14
d. Motor Equipment Operator	14
e. Park Police Officer /Laborer (2)	11
f. Laborer (2)	11
g. Seasonal Park Police/Full-time Temporary (2)	State Minimum Wage - \$14.00 per hr.

**SECTION 6. COMMUNITY DEVELOPMENT DIVISION - PERSONNEL.** The Community 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. Economic Development Director + (Administrative)	\$42,000 - \$83,500

b. Assistant Grant Specialist (Part Time)	\$25,000 - \$45,000
e. Community Development & Housing Director + (Administrative)	\$42,000 - \$76,000
d. Community Development Officer + (Administrative)	\$27,000 - \$52,500
e. Secretary III	13
f. Finance Officer	16
g. Rehabilitation Officer (2)	16

**ECONOMIC DEVELOPMENT DIVISION-PERSONNEL.** The following personnel are authorized for appointment in the Economic Development Division and shall be compensated in accordance with the salary range or hourly rates indicated.

<u>POSITION</u>	<u>SALARY/GRADE/HOURLY</u>
a. Economic Development Director + (Administrative)	\$42,000 - \$83,500

**SECTION 7. ENGINEERING DIVISION - PERSONNEL.** The Engineering 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:

<u>POSITION</u>	<u>SALARY/GRADE/HOURLY</u>
a. Chief City Engineer + (Professional)	\$50,000 - \$98,500
b. Deputy City Engineer + (Professional)	\$42,682 - \$74,200
c. G.I.S. Specialist + (Administrative) °	\$49,000 - \$65,000
d. Project Planner (3) + (Administrative) °	\$37,500 - \$63,000
e. G.I.S. Technician + (Administrative) °	\$37,500 - \$63,000
f. Administrative Assistant + (Administrative) °	\$28,000 - \$54,500
g. Confidential Secretary °	\$22,000 - \$51,500

**SECTION 8. FINANCE DIRECTOR - PERSONNEL.** The Finance Director is authorized to appoint the following personnel who shall be compensated in accordance with a salary range, pay grade, or hourly rates indicated:

<u>POSITION</u>	<u>SALARY/GRADE/HOURLY</u>
a. Assistant Finance Director + (Elected)	\$40,000 - \$77,500
b. Income Tax Director + (Elected)	\$40,000 - \$70,000
c. Payroll Director + Elected)	\$40,000 - \$65,000
d. Internal Auditor + (Elected) °	\$35,000 - \$76,000
e. Tax Compliance Officer + (Elected) °	\$25,000 - \$46,000
f. Confidential Accountant (3) + (Elected) °	\$35,000 - \$64,000
g. Administrative Assistant (Finance) + (Elected) °	\$24,200 - \$54,500
h. Income Tax Enforcement Officer + (1) (Elected) °	\$21,492 - \$44,500
i. Senior Account Clerk	14
j. Field Tax Clerk	14
k. Finance Clerk (7)	13
l. Finance/Income Tax Court Coordinator	15

**SECTION 9. FIRE DIVISION CIVILIAN - PERSONNEL.** The following civilian personnel authorized for appointment in the Fire Division in the Public Safety Department shall be compensated in accordance with the salary range, pay grade, or hourly rates indicated:

POSITION	SALARY/GRADE/HOURLY
a. Administrative Assistant (2)+ (Administraive)	\$28,000 - \$54,500
b. Automotive Mechanic (2)	15

**SECTION 10. FIRE DIVISION SAFETY - PERSONNEL.** The following safety personnel authorized for appointment in the Fire Division in the Public Safety Department shall be compensated in accordance with the salary range indicated:

POSITION	SALARY/GRADE/HOURLY
a. Chief of Fire + (Executive)	\$65,000 - \$103,000
b. Assistant Chief of Fire (4) + (Administrative)	\$58,000 - \$95,000
c. Captain (9)	C
d. Lieutenant (11)	L
e. Firefighter (81)	FF (P-5)

**SECTION 11. HUMAN RESOURCES DIVISION - PERSONNEL.** The following personnel are authorized for appointment in the Human Resources Division in the Public Service-Safety Department shall be compensated in accordance with the salary range, pay grade or hourly rates indicated:

POSITION	SALARY/GRADE/HOURLY
a. Director + (Executive)	\$50,000 - \$74,500
b. Human Resources Specialist (2) + (Administrative)	\$31,200 - \$54,000
c. Risk Manager/Procurement Officer+	\$40,000 - \$62,000

**SECTION 12. INFORMATION TECHNOLOGY (IT) DIVISION – PERSONNEL.** The Information Technology Division within the Public Service Department shall be composed of the following personnel who shall be compensated in accordance with the salary range or pay grade indicated:

POSITION	SALARY/GRADE/HOURLY
a. Director + (Administrative )	\$55,000 - \$75,000
b. Computer Technician (4)	16

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

POSITION	SALARY/GRADE/HOURLY
a. Deputy Law Director	\$60,000 - \$79,000
b. First Assistant Law Director + (Professional)	\$55,000 - \$79,000
c. Assistant Law Director (4) + (Professional)	\$28,500 - \$67,000

d. Assistant Law Director (Part-Time) (1) + (Professional)	\$28,500 - \$57,000
e. Executive Assistant + (Administrative)	\$31,200 - \$63,000
f. Confidential Secretary (3) + (Elected) °	\$18,750 - \$48,000
g. Victim of Crime Advocate (2) + (Administrative) °	(Per Grant)
h. Paralegal	State Minimum Wage - \$12.00 per hr.
i. Investigator + (Elected) °	\$20,987- \$28,080

**SECTION 14. MAYOR - PERSONNEL.** The Mayor is authorized to appoint the following personnel who shall be compensated in accordance with the salary range or hourly rates indicated:

POSITION	SALARY/GRADE/HOURLY
a. Mayor's Executive Assistant +(Elected)	\$31,200 - \$63,000

**SECTION 15. METRICH ENFORCEMENT UNIT - PERSONNEL.** The Metrich Enforcement Unit within the Public Safety Department shall be composed of the following personnel who shall be compensated as set forth in the grant.

POSITION	SALARY/GRADE/HOURLY
a. Youth Coordinator (2)	(Per Grant)
b. Secretary (2)	(Per Grant)
c. Full-time Temporary *	(Per Grant)
d. Intermittent *	(Per Grant)

The Metrich Enforcement Unit Program is funded through the Governor's Office of Criminal Justice Services.

The funding for these positions shall cease at the conclusion of the contract (grant).

\* The number of positions in a classification will vary from time to time dependent on grant funds available.

**SECTION 16. MUNICIPAL COURT - PERSONNEL.** Upon adoption by the Municipal Court of those provisions of this Section relating to personnel whose salaries are established by the Court, the Municipal Court, in addition to the Judges thereof, shall be composed of the following personnel who shall be compensated in accordance with the salary range or hourly rates indicated:

POSITION	SALARY/GRADE/HOURLY
a. Court Systems Coordinator + (Elected)	(Established by Judges)
b. Court Administrator + (Elected)	(Established by Judges)
c. Chief Probation Officer (Administrative)	\$32,000 - \$77,400
d. Special Projectors Coordinator + °	\$25,000 - \$47,200
e. Probation Officer (12) °	\$27,000 - \$64,500
f. Assignment Commissioner (2)+	\$20,000 - \$60,950
g. Court Security Officer (Part-Time) (7) +	\$15.00 - \$22.00 per hr.
h. Confidential Secretary (6) + (Elected) °	\$20,000 - \$55,000
i. Magistrate (2) + (Elected)	(Established by Judges)
j. Bailiff (9) + (Elected)°	(Established by Judges)

**SECTION 17. MUNICIPAL COURT CLERK - PERSONNEL.** Upon adoption of the provisions of this Section by the Clerk of the Municipal Court, the office of the Municipal Court Clerk shall be composed of the following personnel:

<u>POSITION</u>	<u>SALARY/GRADE/HOURLY</u>
a. Chief Deputy	(Established by Clerk)
b. Senior Deputy Clerk (2)	(Established by Clerk)
c. Deputy Clerk (Full-time) (13)	(Established by Clerk)
d. Deputy Clerk (Part-time) (6)	(Established by Clerk)

**SECTION 18. PARKS AND RECREATION DIVISION - PERSONNEL.** The Parks and Recreation 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:

<u>POSITION</u>	<u>SALARY/GRADE/HOURLY</u>
a. Superintendent + (Administrative)	\$42,000 - \$70,500
b. Administrative Assistant + (Administrative) °	\$28,000 - \$54,500
c. Carpenter/Building Maintenance Aide (2) (1)	16
d. Park Equipment Operator (3)	11
e. Recreation Coordinator II	\$30,500 - \$46,600
f. Park Police Officer/Laborer	11

**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:

<u>POSITION</u>	<u>SALARY/GRADE/HOURLY</u>
a. Permitting and Development Director + (Administrative)	\$42,000 - \$76,000
b. Permitting and Development Official + (Administrative)	\$40,000 - \$70,500
<b>DEVELOPMENT SECTION:</b>	
a. Assistant Grant Specialist (Part-Time)	\$25,000 - \$45,000
b. Secretary III	13
c. Finance Officer	16
d. Rehabilitation Officer (2)	16
<b>PERMITTING SECTION:</b>	
a. Chief Building Official + (Professional)	\$48,000 - \$85,000
b. Demolition Coordinator/ Residential Inspector (licensed) + (Administrative)	\$42,000 - \$70,500
c. Electrical Safety Inspector °	\$30,250 - \$56,500
d. Building Official (licensed)	\$37,000 - \$63,000
e. Housing Inspector (4)	13
f. Permit Technician (licensed)	13
g. Account Clerk (2)	12

**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
a. Confidential Secretary (3) °	\$22,000 - \$51,500
b. Forensic Scientist	\$48,402 - \$91,500
c. Operations Supervisor - Crime Lab	\$40,000 - \$67,500
d. Operations Supervisor - Records	\$40,000 - \$67,500
e. Supervisor I - Records	\$30,200 - \$56,500
f. Crime Analyst	\$34,000 - \$47,500
g. Automotive Mechanic	15
h. Transcriber Clerk (3)	13
i. Evidence Technician (3)	16
j. Police Records Clerk (10)	12
k. Police Aide (3)	11
l. Parking Control Officer (2)	11
m. Laborer (2)	11
n. Secretary I	9
o. Clerk Typist	8
p. DNA Laboratory Technician	(Per Grant)
q. DNA Analyst	(Per Grant)
r. Forensic Investigator	(Per Grant)

**SECTION 21. POLICE DIVISION - SAFETY PERSONNEL.** The following safety personnel are authorized for appointment in the Police Division in the Public Safety Department and shall be compensated in accordance with the salary range indicated:

POSITION	SALARY/GRADE/HOURLY
a. Chief of Police + (Executive)	\$65,000 - \$105,000
b. Assistant Chief of Police + (Administrative)	\$58,000 - \$99,000
c. Captain (2)	C
d. Lieutenant (7)	L
e. Sergeant (13)	S
f. Patrol Officer (78)	P.O. - (P-2)

**SECTION 22. PUBLIC SAFETY COMMUNICATIONS CENTER DIVISION - PERSONNEL.** The Public Safety Communications Center Division in the Public Safety Department shall be composed of the following personnel who shall be compensated in accordance with the salary range or pay grade indicated:

POSITION	SALARY/GRADE/HOURLY
a. Operations Supervisor	\$40,000 - \$67,500
b. Supervisor I (3)°	\$30,200 - \$56,500
c. Public Safety Dispatcher (21)	16

**SECTION 23. PUBLIC SAFETY-SERVICE DEPARTMENT - PERSONNEL.** The following personnel are authorized for appointment in the Public Safety-Service Department and shall be compensated in accordance with the salary range, or hourly rate indicated:

POSITION	SALARY/GRADE/HOURLY
a. Safety-Service Director + (Executive)	\$50,000 - \$95,000
b. Administrative Assistant + (Administrative)°	\$28,000 - \$54,500

**SECTION 24. PUBLIC WORKS DEPARTMENT-PERSONNEL.** The following personnel are authorized for appointment in the Public Works Department and shall be compensated in accordance with the salary range or hourly rates indicate.

POSITION	SALARY/GRADE/HOURLY
a. Public Works Director + (Executive)	\$50,000 - \$95,000

**SECTION 25. SERVICE COMPLEX DIVISION - PERSONNEL.** The Service Complex Division within the Public Service Department shall be composed of the following personnel who shall be compensated in accordance with the salary range or pay grade indicated:

POSITION	SALARY/GRADE/HOURLY
a. Operations Supervisor	\$40,000 - \$67,500
b. Secretary III (2)	13
c. Storekeeper	14
d. Utility Maintenance Dispatcher (3)	12
e. Confidential Secretary °	\$22,000 - \$51,500

**SECTION 26. SEWER REPAIR DIVISION - PERSONNEL.** The Sewer Repair Division, a subdivision of the Service Complex Division, within the Public Service Department shall be composed of the following personnel who shall be compensated in accordance with the salary range or pay grade indicated:

POSITION	SALARY/GRADE/HOURLY
a. Supervisor I °	\$30,200 - \$56,500
b. Foreman (2)°	\$28,500 - \$53,500
c. Sewer Camera Operator (2)	14
d. Repair Worker	13
e. Motor Equipment Operator (12)	14
f. Mason (3)	14
g. Laborer (7)	11

**SECTION 27. STREET DIVISION - PERSONNEL.** The Street Division, a subdivision of the Service Complex Division within the Public Service Department, shall be composed of the following personnel who shall be compensated in accordance with the salary range or pay grade indicated:

<u>POSITION</u>	<u>SALARY/GRADE/HOURLY</u>
a. Supervisor I °	\$30,200 - \$56,500
b. Foreman (2) °	\$28,500 - \$53,500
c. Motor Equipment Operator (12)	14
d. Senior Traffic Technician	16
e. Traffic Technician (2)	14
f. Laborer (8)	11

**SECTION 28. 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:

<u>POSITION</u>	<u>SALARY/GRADE/HOURLY</u>
<b>OFFICE SECTION:</b>	
a. Manager + (Administrative)	\$42,000 - \$70,500
b. Supervisor I	\$30,200 - \$56,500
c. Data Analyst °	\$34,000 - \$47,500
d. Account Clerks (11)	12
<b>FIELD SECTION:</b>	
a. Foreman	\$28,500 - \$53,500
b. Installer (4)	12
c. Meter Reader	10

**SECTION 29. VEHICLE REPAIR AND MAINTENANCE DIVISION - PERSONNEL.** The Vehicle Repair and Maintenance Division, a subdivision of the Service Complex Division within the Public Service Department, shall be composed of the following personnel who shall be compensated in accordance with the salary range or pay grade indicated:

<u>POSITION</u>	<u>SALARY/GRADE/HOURLY</u>
a. Supervisor I °	\$30,200 - \$56,500
b. Foreman °	\$28,500 - \$53,500
c. Automotive Mechanic (6)	15
d. Body Shop Repair Worker (2)	15
e. Laborer	11

**SECTION 30. WASTEWATER TREATMENT DIVISION - PERSONNEL.** The Wastewater Treatment Division within the Public Service Department shall be composed of the following personnel who shall be compensated in accordance with the salary range or pay grade indicated:

POSITION	SALARY/GRADE/HOURLY
a. Manager + (Administrative)	\$42,000 - \$85,000
b. Operations Supervisor	\$40,000 - \$67,500
c. Supervisor I (Maintenance) °	\$30,200 - \$56,500
d. Environmental Compliance Supervisor I	\$34,000 - \$56,500
e. Lab Technician (2)	16
f. Computer/Electronic/Instrumentation Technician	16
g. Maintenance Technician (3)	16
h. Solids Dewatering Operator	16
i. Shift Operator I (2)	16
j. Shift Operator (5)	14
k. Sampling Aides (2)	13
l. Account Clerk	12

**SECTION 31. WATER REPAIR DIVISION - PERSONNEL.** The Water Repair Division, a subdivision of the Service Complex Division within the Public Service Department, shall be composed of the following personnel who shall be compensated in accordance with the salary range or pay grade indicated:

POSITION	SALARY/GRADE/HOURLY
a. Supervisor I °	\$30,200 - \$56,500
b. Foreman (2)°	\$28,500 - \$53,500
c. Repair Worker (6)	13
d. Motor Equipment Operator (12)	14
e. Mason	14
f. Account Clerk	12
g. Laborer (8)	11
h. Water Valve Technician (2)	14

**SECTION 32. WATER TREATMENT DIVISION - PERSONNEL.** The Water Treatment 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
a. Manager + (Administrative)	\$42,000 - \$85,000
b. Operations Supervisor (Chief Operator) °	\$40,000 - \$67,500
c. Supervisor I (2) °	\$30,200 - \$56,500
d. Laboratory Technician	16
e. Maintenance Mechanic (3)	16
f. Shift Operator I (2)	16
g. Shift Operator (6)	14

**SECTION 33. MISCELLANEOUS - PERSONNEL.** In addition to those listed in a certain sections of this Ordinance, the following part-time and/or temporary personnel positions shall be established for use on an as needed or required basis by any of the departments and/or divisions listed in Sections 1 through 32 of this Ordinance.

POSITION	SALARY/GRADE/HOURLY
a. Transitional Trainee (as required) *	Salary commensurate with position being filled
b. Full-time temporary (24) **	State Minimum Wage - \$14.00 per hr.
c. Intermittent (15) ***	State Minimum Wage - \$14.00 per hr.
d. Interim (as required) ****	State Minimum Wage - \$14.00 per hr.
*	The purpose of this position is to provide training for a period of three (3) months of a replacement for employees retiring or resigning from non-bargaining unit positions.
**	An employee who does not work more than 520 hours per calendar year.
***	An employee who does not work more than 20 hours per week and/or 1040 hours per calendar year.

**SECTION 34. FLSA EXEMPT POSITIONS.** Positions marked with a “+” are exempt from the minimum wage and overtime provisions of the Fair Labor Standards Act (FLSA), and as such are paid a salary. Incumbents of such positions are not entitled to receive overtime, compensatory time, call-in pay, stand-by pay, or any other type of premium pay for working more than the maximum hours in a workweek or work period. Incumbents are also not covered by the rules concerning the following compensation or benefits: Holiday pay, wage continuation, civil leave pay, disaster leave pay, examination leave pay, or shift-differential. Incumbents shall not receive a reduction in pay for absences of less than one day. Such employees shall follow the procedures for the deduction of vacation and sick leave of one day or more from the appropriate balances. “Executive” “Administrative” “Elected” “Professional” designates exemptions as provided by the FLSA. All unmarked positions are non-exempt from the minimum wage and overtime provisions of the FLSA and are eligible for all compensation and benefits listed herein unless otherwise provided by ordinance.

**SECTION 35. FULL-TIME POSITIONS FILLED ON PART-TIME BASIS:** Full-time positions, marked with a “0”, when vacated by means of retirement, resignation or termination, at the discretion of the appropriate appointing authority may be filled on a part-time basis. Any person filling such position on a part-time basis shall be paid on an hourly basis at a rate which falls within the salary range of the full-time position and shall not be eligible for any benefits as prescribed in the City's Personnel Benefits Ordinance, as amended from time to time [currently Ord. No. 21-217]. In no event shall the use of a part-time position increase the total number of positions authorized for division or department by this ordinance.

**SECTION 36.** That any existing Ordinances pertaining to personnel positions, pay grades and salaries of employees covered by this Ordinance shall be, and the same are hereby, repealed and/or replaced by this Ordinance.

