

Summary Sheet Dec 1st, 2020

<u>Bill</u>	<u>Status</u>	<u>Title</u>	<u>Sponsor</u>	<u>Meeting</u>
20-238	2nd Read	Amending Chapter 755 of the Mansfield Codified Ordinances concerning emergency alarms, specifically amending Sections 755.01, 755.03, 755.04, 755.05, 755.06, and 755.99 and creating and adopting Sections 755.13 and 755.14 as part of Chapter 755 of the Mansfield Codified Ordinances.	Scott	
20-239	2nd Read	Amending Section 1335.07 "Appeals", concerning demolition order appeals, to change the cost of appeals, require additional information to submit an appeal, and to increase the cost of residential cash bonds for appeals	Van Harlingen	
20-242	2nd 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, 2021	Van Harlingen	6:30 Finance
20-255	VOTE	Establishing Standing Committees of Council, designating membership thereon for the term commencing January 1, 2021, and expiring December 31, 2021	Scott	
20-256	VOTE	Authorizing partial payment of the claim of Timber Valley Ranch of P.O. Box 820895 North Ranch TX., 76182	Falquette	
20-257	VOTE	Demolition - 142 West Sixth Street and 142 West Sixth Street-rear	Van Harlingen	
20-258	VOTE	Demolition - 177 South Diamond Street	Van Harlingen	
20-259	VOTE	Demolition - 222 Sixth Avenue	Van Harlingen	
20-260	VOTE	Demolition - 291 West Sixth Street	Van Harlingen	
20-261	VOTE	Demolition - 332-334 West Third Street	Van Harlingen	
20-262	VOTE	Demolition -417 Tremont Street	Van Harlingen	
20-263	VOTE	Demolition -429 Burns Street	Van Harlingen	
20-264	VOTE	Demolition - 1094 Seminole Avenue	Van Harlingen	
20-265	VOTE	Demolition - 559 North Mulberry Street	Van Harlingen	
20-266	VOTE	ODOT - Bridge rehab on US 30 under Home Rd	Lawrence	
20-267	VOTE	ODOT - Culvert rehab on SR 39	Lawrence	
20-268	VOTE	ODOT - Resurfacing urban paving US 30	Lawrence	
20-269	VOTE	ODOT - Resurfacing urban paving Park Ave	Lawrence	

Summary Sheet Dec 1st, 2020

<u>Bill</u>	<u>Status</u>	<u>Title</u>	<u>Sponsor</u>	<u>Meeting</u>
20-270	Caucus Only	Expressing the intent of the City of Mansfield to sell unneeded, obsolete and unfit personal property by means of Internet Auction, and authorizing the Safety-Service Director to list such property for sale with GovDeals, Inc	Van Harlingen	6:30 Finance
20-271	VOTE	Declaring the intent to participate in the improvement of a portion of Home Road in cooperation with the City of Ontario	Lawrence	
20-272	VOTE	Authorizing the Public Works Director to purchase one (1) New Holland B95C tractor, loader, backhoe from Akron Tractor & Equipment Co., through the State Term Schedule and without competitive bidding, for the Water Repair Department	Van Harlingen	6:30 Finance
20-273	VOTE	Authorizing the Public Works Director to purchase two (2) 2021 Ford F-250 utility pickup trucks for the Water Repair Department from Middletown Ford, through the state bidding schedule and without competitive bidding	Van Harlingen	6:30 Finance
20-274	VOTE	Authorizing the Public Works Director to purchase three (3) 2021 Ford F-250 utility pickup trucks for the Sewer Repair Department from Middletown Ford, through the state bidding schedule and without competitive bidding	Van Harlingen	6:30 Finance
20-275	VOTE	Authorizing the Public Works Director to purchase two (2) 2021 Ford F-250 utility pickup trucks for the Sewer Repair Department from Valley Ford Truck Company, through the State Term Schedule and without competitive bidding	Van Harlingen	6:30 Finance
20-276	VOTE	Authorizing the Safety-Service Director to purchase twelve (12) tasers and accessories, for the Police Department	Van Harlingen	6:30 Finance
20-277	Caucus Only	Expressing approval and support for the adoption of the "West End Neighborhood Plan" a plan created by EDGE Landscape, Architecture, Urban Design, and Planning, encompassing the City's West End and the Glessner corridor	Davenport	6:00 Public Affairs
20-278	Caucus Only	Authorizing the Public Works Director to solicit proposals and enter into a contract or contracts for professional consulting services relating to the West End Neighborhood Plan	Davenport	6:00 Public Affairs

Summary Sheet Dec 1st, 2020

<u>Bill</u>	<u>Status</u>	<u>Title</u>	<u>Sponsor</u>	<u>Meeting</u>
20-279	Caucus Only	Authorizing the acceptance of funding from the Ohio Department of Mental Health and Addiction Services in the amount of ten thousand three hundred forty-five dollars (\$10,345.00) to be used for support services to clients that are involved with selected Mental Health dockets,	Van Harlingen	
20-280	Caucus Only	Authorizing the Safety-Service Director to enter into a contract for Fire Department Management and Reporting Software with ESO and Medicount Management, Inc. for a term of one (1) year subject to annual renewal,	Van Harlingen	
20-281	VOTE	Authorizing the Safety-Service Director to enter into an annual renewal of the software maintenance agreement with Superior LLC, a CentralSquare Company	Scott	
20-282	VOTE	Authorizing the Public Works Director to enter into a Lease with Brad Pocock, for real estate known as Hangar 512 at the Mansfield Lahm Airport,	Scott	
NEXT MEETING Tuesday December 15th, 2020 7:00 PM Council to follow				

BY: MR. SCOTT

Amending Chapter 755 of the Mansfield Codified Ordinances concerning emergency alarms, specifically amending Sections 755.01, 755.03, 755.04, 755.05, 755.06, and 755.99 and creating and adopting Sections 755.13 and 755.14 as part of Chapter 755 of the Mansfield Codified Ordinances.

WHEREAS, the Alarm Administrator has requested, and the Safety-Service Director has approved, numerous changes to Chapter 755 “Emergency Alarms” of the Mansfield Codified Ordinances, this Council now adopts the following amendments to the listed Sections and creates the listed new Sections to enable the Alarm Administrator to more effectively regulate private emergency alarms systems within the City of Mansfield.

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

SECTION 1. That Section 755.01 of the Mansfield Codified Ordinances, be, and the same is hereby, amended to read as follows:

“755.01 PURPOSE AND SCOPE.

(a) Purpose. The purpose of these sections is to protect the police and fire emergency services of the City from misuse **and to encourage alarm users and alarm businesses to properly use and maintain the operational effectiveness of alarm systems in order to improve the reliability of alarm systems and reduce or eliminate false alarms.**

(b) Scope. These sections govern and regulate alarm systems, alarm users and alarm businesses; **require licensure**; establish fees; provide for revocation of permits; and provide for the punishment of violations within these sections.”

SECTION 2. That Section 755.03 of the Mansfield Codified Ordinances, be, and the same is hereby, amended to read as follows:

“755.03 DEFINITIONS.

(a) "Alarm business" means the business by any person, partnership, corporation or other entity **selling, leasing, testing, inspecting,** monitoring, maintaining, servicing, repairing, altering, replacing, moving, or installing any alarm system, or causing to be sold, leased, maintained, serviced, **tested, monitored, inspected,** repaired, altered, replaced, moved or installed, any alarm system in or on any building, structure or facility. ~~Exemption: The provisions of this chapter do not include a business which engages in the manufacture or sale of an alarm system unless such business services, installs or responds to alarm systems.~~

(b) "Alarm system" means any assembly of equipment, mechanical, ~~or~~ electrical, audio, video, GPS, internet based, or cellular arranged to signal the occurrence of an illegal entry or other activity requiring urgent attention and to which police or fire are expected to respond.

(c) "Alarm user" means a person, firm, partnership, association, corporation, company or organization of any kind, in control of any building, structure or facility where an alarm system is maintained. Exclusion: The term "alarm user" does not include alarms being monitored by a licensed alarm business.

(d) "Applicant" means any person, partnership, corporation or other entity who files an application for a new or renewal license or permit as provided in this chapter.

(e) "Subscriber" means any person, partnership, corporation or other entity who is under contract with or has an alarm business monitor, service or maintains its alarm system.

(f) "Automatic dialing device" means a device which is interconnected to a telephone line and is programmed to select a predetermined telephone number and transmit by a voice message, or code signal, an emergency message indicating the need for an emergency response.

(g) "False alarm" means an alarm dispatch request to city safety forces, when the responding safety force official finds no evidence of an emergency, criminal offense, or attempted criminal offense after having completed a timely investigation of the alarm site, or the activation of an alarm system through mechanical failure, malfunctioning, improper installation or the negligence of the owner or lessee of an alarm system, or of his employees or agents. Such terminology does not include, for example, alarms caused by hurricanes, tornadoes, earthquakes or other similarly violent conditions. Some examples of false alarms include, without limitation, the following:

(1) When an individual user fails to properly utilize the alarm system. For example:

A. Neglects to turn off the alarm before entering a protected property.

B. Fails to call a central station or monitoring agency advising them that the entry is authorized.

C. A user fails to properly instruct an employee or representative who has access to a protected property of the correct use of the alarm.

(2) When a fire or burglary system is activated requiring a response because the system and/or equipment is not in compliance with manufacturer's recommendations.

(3) When an Alarm Business employee fails to put the system on test.

(4) When an Alarm Business provides an incorrect address.

(h) "Interconnect" means to connect an alarm system, including an automatic dialing device to a telephone line either directly or through a mechanical device that utilizes the telephone, for the purpose of using the telephone line to transmit a message upon activation of the alarm system.

(i) ~~"Alarm license section"~~ "Alarm Ordinance Administration" means the department of the City designated as such by the Mayor and which is authorized to issue permits and licenses and collect the fees for same as provided herein.

(j) "Local alarms" means those alarm systems which activate an audible **or visual** signal within the proximity of the premises only.

(k) "Permit year" means a twelve-month period beginning with the first day of March and ending the last day of February of each year.

(l) "Primary trunkline" means a telephone line leading directly into the Public Safety Communications Center which is for the purpose of handling emergency calls on a person-to-person basis, and which is identified by a specific number in the telephone directory.

(m) "Police/Fire Alarm Administrator" means the employee of the City whose responsibility is to coordinate the administration and documentation of alarm business and alarm systems performance as it relates to the effective enforcement of the provisions of these sections.

(n) "Runaway Alarm" means an alarm system that produces repeated alarm activations that do not appear to be caused by separate human action. The City of Mansfield Police Department may, at its discretion, discontinue responses to alarm signals from what appears to be a runaway alarm."

SECTION 3. That Section 755.04 of the Mansfield Codified Ordinances, be, and the same is hereby, amended to read as follows:

"755.04 ALARM BUSINESS LICENSE; FEE.

(a) Any individual, partnership, corporation or other entity engaging in an alarm business within the City, **defined as having accounts with alarms or alarm monitoring at addresses located within said City**, shall apply to the Police/Fire Alarm Administrator for the City, for a license to operate.

(b) The application for an alarm business license shall be on a form to be furnished by the ~~alarm license section~~ **Alarm Ordinance Administration** and signed by the individual proprietor of such business, by a partner or by the corporate official, as is appropriate for the form of the business seeking the license, and shall include:

(1) The name, address and telephone number of the alarm business, and the type of business entity it is (individual, partnership or corporate). The name, address and telephone number of the individual proprietor, partners or directors and principal officers, depending on the nature of the entity applying.

(2) A description of the alarm systems and devices offered for sale and lease to the public and a description of any services related to alarm devices offered to the public.

(3) A list of all felony convictions of individual proprietors, partners, directors and principal officers of the applicant business. The date and location of each conviction shall also be included.

(4) A statement as to whether the applicant has ever been denied a license or permit in any jurisdiction to engage in the alarm business, or has had such license or permit revoked.

(5) A statement as to the length of time the applicant has been engaged in the alarm business, and where engaged.

(c) License applications shall be accompanied by a nonrefundable fee of two hundred dollars (\$200.00) to cover the costs to the City, of processing the applications as described herein.

(d) The Administrator shall review each application for a license and may conduct an investigation to determine whether the facts set forth in the application are true. He shall, within sixty days after receipt of an application for such license, either approve or deny issuance of same and, accordingly, forward notification to the applicant of the decision. A written notification of denial shall include the basis for such finding and if the grounds for denial are subject to correction, the applicant shall be given ten days after receipt of such notice within which to make the required correction.

(1) The Administrator shall deny the application for an alarm business license if he finds that applicant business fails to meet the experience requirement set forth in subsection ~~(f)~~ (e) hereof.

(2) The Administrator may deny the application for an alarm business license if he finds that the applicant, or the individual having the authority and the responsibility for the management and operation of the applicant's alarm business within the City or the individual upon whom the applicant relies to comply with this chapter, or any of the applicants, owners, partners or principal corporate officers have:

A. Committed any act which if committed by a licensee would be grounds for revocation of a license under subsection ~~(h)~~ (g) hereof; or

B. While unlicensed, knowingly and willfully committed or aided and abetted in the commission of any act for which a license is required by this chapter; or

C. Been convicted in any jurisdiction of a felony, if the Administrator finds that such conviction reflects unfavorably on the fitness of the applicant to engage in the alarm business.

~~—(e) Application for renewal of an alarm business license shall be made every year within thirty days before the expiration date of the last day of February, and shall be accompanied by a non-refundable fee of one hundred dollars (\$100.00). Applicants for renewal may continue to do business while the renewal application is being processed. The application for renewal of an alarm business license shall be on a form to be furnished by the alarm license section and signed by the individual proprietor of such business, or by a partner or by the corporate official, as is appropriate for the form of the business seeking the license, and shall include an update of the information provided in the initial application.~~

~~—(1) The Administrator shall deny the application for renewal of an alarm business license if he finds that applicant business fails to meet the experience requirement set forth in subsection (f) hereof.~~

~~—(2) An application for an alarm business renewal may not be renewed by the Administrator in the manner hereinafter set forth if the licensee, or any of its owners, partners, principal corporate officers, or the individual having the authority and the responsibility for the management and operation of the alarm business within the City are:~~

~~—A. Found to have violated any of the provisions of this chapter.~~

~~—B. Found to have knowingly and willfully given any false information of a material nature in connection with an application for a license or a renewal or reinstatement of a license or in a notice of transfer of an alarm business license under this chapter.~~

~~—C. Found to have been convicted, in any jurisdiction, of a felony, if the Administrator determines that such conviction reflects unfavorably on the fitness of the applicant to engage in the alarm business; or~~

~~—D. Found to have committed any act while the license was not in effect which would be cause for the revocation of a license, or grounds for the denial of an application for a license.~~

(f) (e) Every alarm business shall meet the following experience requirement of this subsection before it may engage in the alarm business:

(1) At least one individual, who is an owner, officer, partner or employee of the applicant shall establish that he was engaged in, or employed by, an alarm business, in sales, service or installation; or equivalent, for an aggregate period of two years prior to filing this application. Such individual shall file with the Administrator sworn statements of such experience by at least two citizens of the community or communities in which such individual was so engaged or employed. The individual whom the applicant relies upon to comply with this paragraph shall be a person who devotes a substantial portion of their time to engaging in and/or supervising the sale, installation or servicing of alarm systems on behalf of the applicant.

(2) For the purpose of the two year experience requirement of subsection (1) above, employment by, or engagement in an alarm business in one or more communities within the State may be aggregated.

(3) In the event that the individual upon whom the applicant relies to comply with subsection (1) above shall within a period of three years after such compliance or qualification, for any reason cease to perform their duties on a regular basis, the alarm business shall promptly notify the Administrator by certified or registered mail, and shall obtain, as promptly as possible, a substitute eligible individual acceptable to the Administrator. If the alarm business fails to obtain such substitute eligible individual within six months from and after the disqualification of such individual, the Administrator may revoke the alarm business license, or may, at his discretion, extend for a reasonable period of time, the period for obtaining a substitute qualified individual; or, such Administrator may determine, based upon experience and performance of the alarm business, that the alarm business need not obtain such substitute qualified individual.

~~(g)~~ (f) No license issued pursuant to the provisions of this chapter shall be assigned or transferred either by operation of law or otherwise.

~~(h) If the Administrator records three or more false alarms from any of the alarm premises within a license year, the following procedure shall be followed:~~

~~—(1) The Administrator shall notify by regular, U.S. mail the alarm business and the subscriber which has received three false alarms on its record within such license year, citing the location and date of each false alarm. Such notice shall include a statement that an accumulation of four false alarms within the license year will result in the imposition of an administrative fee of forty dollars (\$40.00) upon the subscriber for the fourth, and each additional false alarm recorded during the license year.~~

~~—(2) The Administrator shall notify the subscriber by regular, U.S. mail of the imposition of the administrative fee after the fourth and subsequent false alarms within a license year. The subscriber may request, in writing, a hearing within ten (10) days receipt of the notice. If no hearing is requested, the administrative fee is due thirty (30) days from the date of the notice.~~

~~—(3) If a hearing is requested, written notice of the time and place of the hearing shall be served on the subscriber by the Administrator by regular, U.S. mail at least ten days prior to the date set for the hearing.~~

~~—(4) The hearing shall be before the Service Safety Director. The Administrator, the subscriber, and the alarm business shall have the right to present written and oral evidence on their behalf. The Service Safety Director shall determine in writing, if the administrative fee will be assessed or be waived. If assessed, the administrative fee is due within thirty (30) days of the date of the Director's decision. Non payment of fees may be cause for revocation of the alarm license.~~

(g) Renewal of License

Application for renewal of an alarm business license shall be made every year within thirty days before the expiration date of the last day of February, and shall be accompanied by a non-refundable fee of one hundred dollars (\$100.00). Applicants for renewal may continue to do business while the renewal application is being processed. The application for renewal of an alarm business license shall be on a form to be furnished by the ~~alarm license section~~ Alarm Ordinance Administration and signed by the individual proprietor of such business, or by a partner or by the corporate official, as is appropriate for the form of the business seeking the license, and shall include an update of the information provided in the initial application.

(1) The Administrator shall deny the application for renewal of an alarm business license if he finds that applicant business fails to meet the experience requirement set forth in subsection (f) hereof.

(2) An application for an alarm business renewal may not be renewed by the Administrator in the manner hereinafter set forth if the licensee, or any of its owners, partners, principal corporate officers, or the individual having the authority and the responsibility for the management and operation of the alarm business within the City are:

- A. Found to have violated any of the provisions of this chapter.
- B. Found to have knowingly and willfully given any false information of a material nature in connection with an application for a license or a renewal or reinstatement of a license or in a notice of transfer of an alarm business license under this chapter.
- C. Found to have been convicted, in any jurisdiction, of a felony, if the Administrator determines that such conviction reflects unfavorably on the fitness of the applicant to engage in the alarm business; or
- D. Found to have committed any act while the license was not in effect which would be cause for the revocation of a license, or grounds for the denial of an application for a license.

(h) Failure to Renew Alarm Dealer License

All Alarm Businesses licensed in accordance with the terms of Section 755.04 shall have their license renewed for each succeeding year prior to the date of expiration, if applicable fee requirements and other requirements of the Codified Ordinances of Mansfield are met. Failure to renew an alarm dealer license prior to the date of expiration shall result in a late fee in the amount of fifty dollars (\$50.00) per month and must be paid prior to the issuance of a valid alarm business license. A renewal may be denied if an alarm dealer's current license is revoked pursuant to the provisions of this Section.

- a. Failure to renew an alarm dealer license within 60 days from the date of expiration may result in the Alarm Administrator revoking said license."

SECTION 4. That Section 755.05 of the Mansfield Codified Ordinances, be, and the same is hereby, amended to read as follows:

"755.05 ALARM USERS PERMIT.

(a) Every alarm user in the City of Mansfield shall apply to the ~~alarm license section~~ **Alarm Ordinance Administration** for an alarm user permit for each system in use. Excluding those alarm systems being monitored by contract under the alarm business licensee or those local alarm systems as defined in Section 755.03(j).

(b) Applications for an alarm user permit are broken down into the three categories and all fees indicated in this subsection are due for application received during the period of March 1 to August 31 of any year. The alarm user's permit application shall include the following information:

(1) Master fire alarm box permit connected to the City fire communication system shall be accompanied by a non-refundable fee of one hundred dollars (\$100.00) for each such application. All public, private and parochial schools that have master fire alarm boxes shall be required to obtain a master fire alarm box permit but will be exempt from paying any fees for such permit.

(2) Automatic dialing alarm user permit, shall be accompanied by a nonrefundable fee of **\$200** ~~as follows~~, for each such application:

~~A. Commercial \$100.00 each~~

~~B. Residential 50.00 each~~

(c) The alarm user's permit application shall include the following information:

(1) The name, address, zip code and telephone number of the protected business, home, etc.

(2) The name, address, zip code and telephone number of the alarm company, if any, which installed or maintains applicant's alarm system.

(3) In the case of a business entity, the names, addresses, zip codes and telephone numbers of three responsible employees of the business who can be contacted by the Public Safety Communications Center.

(4) Other information such as special hazards or instructions as required.

(d) All initial applications for alarm user permits submitted after September 1 of any year shall be accompanied by a non-refundable fee exactly one-half of the full initial application fee as indicated in subsection (b) hereof.

(e) Application for renewal of alarm user's permit shall be made each year within thirty days immediately preceding the first of March of every year and shall be accompanied by a non-refundable fee of **\$200.00** ~~exactly one-half of the full initial application fee as indicated in subsection (d) hereof.~~

(f) An application fee will be charged in addition to the fee provided in subsection (d) above to an alarm user who is more than sixty days delinquent in renewing a permit, which additional fee shall be equal to twenty-five percent (25%) of the appropriate category fee set forth in subsection (b) above.

(g) A User's permit may be revoked for non-payment of fees pursuant to section 755.13.

~~—(g) If the Administrator records three or more false alarms from any of the alarm premises within a permit year, the following procedure shall be utilized:~~

~~—(1) The Administrator shall notify by regular, U.S. mail the alarm user which has received three false alarms on its record within the permit year, citing the location and date of each false alarm. The notice shall include a statement that an accumulation of four false alarms within the license year will be cause for imposing a fee of forty dollars (\$40.00) for the fourth and each additional alarm received.~~

~~—(2) The Administrator shall notify the alarm user by regular U.S. mail of the imposition of the fee for the fourth or subsequent false alarms within a permit year. Upon receipt, the alarm user may request, in writing, a hearing within ten (10) days receipt of the notice, to provide oral or written evidence on their behalf. If no hearing is requested, the fee is due thirty (30) days from the date of the notice.~~

~~—(3) If a hearing is requested, written notice of the time and place of the hearing shall be served on the user by the Administrator by regular U.S. mail at least ten days prior to the date set for the hearing.~~

~~—(4) The hearing shall be before the Service Safety Director. The Administrator and the alarm user shall have the right to present written and oral evidence on their behalf. The Director shall determine in writing if the fee will be assessed or waived. If assessed, the fee is due within thirty (30) days of the date of the Director's decision. Nonpayment of fees may be cause for revocation of the alarm user permit.~~

~~—(5) An alarm user shall immediately discontinue use of the alarm system upon being notified by regular U.S. mail of the revocation of a permit.~~

~~—(h) A revoked user's permit shall be obtained from the Administrator by updating the original application containing the information as provided herein, and pay a fee as follows:~~

- ~~(1) First revoked user's permit in permit year \$ 75.00~~
- ~~(2) Second revoked user's permit in permit year 175.00~~
- ~~(3) Third and each additional revoked user's permit in each permit year 275.00~~

~~—Each permit shall bear the same expiration date as the date on user's original permit. The permit shall be available for inspection by the Public Safety Communications Center.~~

~~—Included with the updated application shall be a statement of certification from the user and/or the user's repair company, certifying that the previous cause of the false alarm problem has been corrected."~~

SECTION 5. That Section 755.06 of the Mansfield Codified Ordinances, be, and the same is hereby, amended to read as follows:

"755.06 SPECIFIC ALARM PROVISIONS.

(a) After the effective date of this Ordinance no person shall use, or cause to be used, any telephone, communication device, or attachment that automatically uses the public telephone system to connect with the Public Safety Communications Center and then reproduces any pre-recorded messages to report alarm activation. Alarm Users that have Automatic Dialing Devices prior to the effective date of this ordinance may continue using Automatic Dialing Deices until such time as the Automatic Dialing System needs to be replaced.

~~—(a)~~ **(b)** Automatic dialing devices interconnected to the Police/Fire special trunkline shall be restricted to messages not exceeding fifteen seconds in duration. Contents in the message shall first state: "This is a recording". The balance of the message shall be appropriate to the purpose for which the alarm is installed. Each device shall be programmed to first dial the Public Safety Communications Center using the unlisted numbers assigned for that purpose. The device may next dial a number selected by the alarm user for which a person having a key to the alarm location can be advised of a problem.

Alarm users will be given a code number for each alarm location to be used when calling either the Police or Fire Divisions to clear any accidental or malfunctioning alarm. This code number is the only way an alarm can be cleared from an emergency situation.

~~—(b)~~ **(c)** All local intrusion type alarms shall have the capacity to reset themselves after **will reset themselves within** fifteen minutes.

~~(e)~~ (d) Provisions outlined in subsections (a) and (b) hereof are in addition to those provisions in Sections 755.04 and 755.05, which are applicable to all alarm users, alarm businesses and alarm systems.

~~(d)~~ (e) All political subdivisions shall be required to comply with all sections of this chapter except they shall be exempt from paying any initial or renewal permit fees.”

SECTION 6. That Section 755.13 of the Mansfield Codified Ordinances, be created and adopted, and read as follows:

“755.13 False Alarms

If the Administrator records three or more false alarms from any alarm premises within one year, the following procedure shall be followed:

(1) The Administrator shall notify by regular, U.S. mail the alarm user or subscriber which has received three false alarms on its record within one year, citing the location and date of each false alarm. Such notice shall include a statement that an accumulation of four false alarms within one year will result in the imposition of an administrative fee of forty dollars (\$40.00) upon alarm subscribers or alarm users. For each additional false alarm recorded within one year fees will be imposed according to the schedules in subsection 755.13 (3)(A). These fees shall be in addition to any criminal penalties imposed by this Ordinance.

(2) The Administrator shall notify by regular, U.S. mail alarm businesses which cause a false alarm, citing the location and date of each false alarm. This includes: an alarm business employee who fails to put the system on test; an alarm business that provides an incorrect address; or directly causes a false alarm to be issued activated in any way that violates this ordinance. In any of these situations the false alarm will not be counted against the alarm user.

Such notice shall include a statement that a fine is imposed of one hundred dollars (\$100) for False Police Alarms or two hundred dollars (\$200) for False Fire Alarms. For each additional false alarm recorded within one year fees will be imposed according to the schedules in subsection 755.13 (3)(B). These fees shall be in addition to any criminal penalties imposed by this Ordinance.

(3) Alarm users, subscribers, or businesses will be subject to fines for violations of section 755.13, depending on the number of false alarms within a 12-month period, based upon the following schedule A for Alarm Users or Subscribers and schedule B for alarm businesses.

Schedule A:

<u>Occurrences within one year</u>	<u>Fee</u>
False Alarms one (1) through three (3)	\$0
False Alarms four (4) through five (5)	\$40.00
False Alarms six (6) through eight (8)	\$50.00
False Alarms nine (9) or more	\$75.00

Schedule B:

<u>Occurrence within one year</u>	<u>Police Alarm Fee</u>	<u>Fire Alarm Fee</u>
First (1 st) False Alarm	\$100.00	\$200.00
Second (2 nd) False Alarm	\$200.00	\$300.00
Third (3 rd) False Alarm	\$300.00	\$400.00
Fourth (4 th) False Alarm	\$400.00	\$500.00
Fifth and each additional False Alarm	\$800.00	\$1000.00

(4) The Administrator shall notify the offending party by regular, U.S. mail of the imposition of the administrative fee(s) after the fourth and subsequent false alarms within one year for residential users, and after one false alarm for alarm businesses. The subscriber, alarm user, or alarm business may request, in writing, a hearing within ten (10) days receipt of the notice. If no hearing is requested, the administrative fee is due thirty (30) days from the date of the notice.

(5) If a hearing is requested, written notice of the time and place of the hearing shall be served on the Offending Party by the Administrator by regular, U.S. mail at least ten days prior to the date set for the hearing.

(6) The hearing shall be before the Safety-Service Director. The Administrator, the subscriber, the alarm user, or the alarm business shall have the right to present written and oral evidence on their behalf. The Safety-Service Director shall determine in writing, if the administrative fee will be assessed or be waived. If assessed, the administrative fee is due within thirty (30) days of the date of the Director's decision. Non-payment of fees may be cause for revocation of the alarm license or permit.

(7) An alarm user, subscriber, or alarm business may immediately be ordered to discontinue use of an alarm system upon being notified by regular U.S. mail of the revocation of a permit or license subject to approval by the Chief of the Mansfield Fire Department for Fire alarms or the Chief of the Mansfield Police Department for any other type of alarm suspension.

(8) A revoked user's permit shall be obtained from the Administrator by updating the original application containing the information as provided herein, and pay a fee as follows:

(a) First revoked user's permit in permit year within one year	\$ 75.00
(b) Second revoked user's permit in permit year within one year	175.00
(c) Third and each additional revoked user's permit in each permit year within one year	275.00

~~Each permit shall bear the same expiration date as the date on user's original permit. The permit shall be available for inspection by the Public Safety Communications Center.~~

Included with the updated application shall be a statement of certification from the user and/or the user's repair company, certifying that the previous cause of the false alarm problem has been corrected. (Ord. 04-269. Passed 12-21-04.)

(9) The alarm business shall be issued a fine of (\$100) if the alarm administrator determines that an alarm business employee knowingly made a false statement concerning the inspection of an alarm site or the performance of an alarm system.

(10) Notice of the right of Appeal under this Ordinance will be included with any fines. Alarm business Appeals of Fines should follow the same appellate procedure as defined for users and subscribers in this Section.

(11) Suspension of Response and Revocation of License or Permit.

(a.) When an alarm user or subscriber, has two hundred and fifty (\$250) or more in delinquent fees outstanding, or an alarm business has one thousand (\$1,000) or more in delinquent fees outstanding, the City, by order of the Alarm Administrator, shall have the option to revoke the permit of the alarm user, subscriber, or the license of an alarm business. Any further requests for a police or fire response to the activation of an alarm system may be suspended. Any suspension would require approval from the Chief of the Mansfield Fire Department, or the Chief of the Mansfield Police Department.

(b.) When an alarm user or subscriber fails to remit payment of fines imposed by any violation of any part of this chapter or section within ninety (90) days of receiving notice of said violation, the City, by order of the Alarm Administrator, shall have the option to revoke the permit of the alarm user, subscriber, or the license of an alarm business. Any further requests for a police or fire response to the activation of an alarm system may be suspended. Any suspension would require approval from the Chief of the Mansfield Fire Department, or the Chief of the Mansfield Police Department.”

SECTION 7. That Section 755.14 of the Mansfield Codified Ordinances, be created and adopted, and read as follows:

“755.14 DUTIES OF ALARM BUSINESSES

(a) Alarm Businesses must provide all new Alarm Users and Subscribers with a City provided Ordinance summary at the time of sale.

(b) Alarm Businesses must provide all existing Alarm Users with a City provided Ordinance summary within one hundred and eighty (180) days of this Ordinance going into effect.

(c) Alarm Businesses must install and maintain Alarm equipment as per the equipment manufacturer’s instructions.

(d) Alarm Businesses must obtain and maintain a minimum of two responders that have keys to enter the alarm site within 30 minutes. A waiver of the two responders may be obtained from the Alarm Administrator.

(e) Alarm Businesses must provide a list of responders to the City upon request.

(f) Alarm Businesses must provide Alarm Users and Subscribers written instructions in the use, operation, and maintenance of the Alarm System, including factors that can cause false alarms.

(g) Alarm Businesses must provide Alarm Users and Subscribers written information of how to obtain service from the Alarm Business.

(h) Alarm Businesses must provide Alarm Users and Subscribers written information of how to cancel a false alarm.

(i) Alarm Businesses must communicate to the City Public Safety Communication Center any information regarding specifics of alarm events.

(j) Alarm Businesses must communicate to the City Public Safety Communication Center a cancellation as soon as possible following a determination that a response is unnecessary.

(k) Alarm Businesses must respond to all Alarm Administrator written information requests within thirty (30) days of receiving said requests.

(l) Violation of any requirement of this section will result in a twenty-five dollar (\$25) Fee being imposed per violation."

SECTION 8. That Section 755.99 of the Mansfield Codified Ordinances, be, and the same is hereby, amended to read as follows:

"755.99 ENFORCEMENT AND PENALTY.

(a) Enforcement of any of the provisions of this chapter may be by civil action or criminal prosecution.

(b) Failure or omission to comply with any section or provision of this chapter shall be deemed a violation.

(c) Whoever violates any section or provision of this Chapter shall be fined not more than five hundred dollars (\$500.00) per violation.

(d) Failure to pay false alarms fees described in Section 755.13 in a timely fashion will result in the fees being declared delinquent and a \$25.00 late fee being assessed to the responsible party every 30 days until the fee is payed.

(e) Whoever violates Section 755.05(a) [Permit Requirement of User] shall be guilty of a misdemeanor of the fourth degree. Upon subsequent conviction, such person shall be deemed guilty of a misdemeanor of the third degree. Any such violation shall constitute a separate offense on each successive day continued.

(f) Whoever violates Sections 755.04 (a) [Licensing Requirement of Alarm Business] shall be deemed guilty of a misdemeanor of the third degree. Any violation shall constitute a separate offense for each successive day continued.

(g) A violation of Sections 755.04(b) [Knowingly providing false information Alarm Business Application] shall be grounds for revocation of the Alarm Dealer License by the Administrator.”

SECTION 9. That this measure shall take effect and be in force after the earliest time allowed by law, after its passage and approval by the Mayor.

Caucus	<u>4 November 2020</u>
1 st Reading	<u>17 November 2020</u>
2 nd Reading	<u>1 December 2020</u>
PASSED	<u>15 December 2020</u>

SIGNED /s/ Cliff Mears
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.

BY: MR. VANHARLINGEN

Amending Section 1335.07 “Appeals”, concerning demolition order appeals, to change the cost of appeals, require additional information to submit an appeal, and to increase the cost of residential cash bonds for appeals.

WHEREAS, the City Planning Commission met on October 13, 2020 and voted unanimously to make their recommendation that Mansfield Codified Ordinance Section 1335.07 “Appeals” be amended in the following ways.

WHEREAS, the Amendments were proposed at the request of the Manager of the Building and Codes Department, to create a more fair and efficient appeals process and to reflect the actual costs associated with demolitions.

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

SECTION 1. That Section 755.04 of the Mansfield Codified Ordinances, be, and the same is hereby, amended to read as follows:

“1335.07 APPEALS.

(a) Any owner, person in charge or occupant of a building, other structure or premises aggrieved by an order issued pursuant to the provisions of this chapter may, within ten days of the service of the order, appeal such order to the Board of Appeals established by Section 1301.21 by filing a notice of appeal, accompanied by a fee of ~~thirty-sixty-five~~ ~~dollars (\$30.00)~~ (\$65.00), which fee shall be refunded if the Bureau's decision is wholly reversed, with the Bureau of Buildings, Inspections, Licenses and Permits, **and comply with sub-section (b) of this section.** The Bureau shall transmit the file relating to the order to the Board of Appeals, which order shall be defended by the Bureau which conducted the inspection and issued the order. The Bureau shall serve written notice, by personal service or by certified mail, upon the appellant of the time, place and date of the hearing upon appeal. The Board of Appeals shall proceed to hear the appeal at any regular or special meeting of the Board within thirty days after notice of appeal has been filed by the appellant, providing that notice of the date of hearing shall be served upon the appellant not less than five days prior to the time such hearing is commenced. Failure of the appellant to appear at the time and place set for the hearing shall be deemed to be a withdrawal of the appeal and the Board shall affirm the order of the Bureau.

(b) In addition to complying with sub section (a) of this section, any appellant appealing an order must submit a detailed list or estimate that shall describe all non-conformities along with all associated costs necessary for addressing said non-conformities and repairing said building or structure before the date of their hearing before the City Planning Commission, to allow review of said documents by the City Bureau of Building and Codes before said hearing.

~~—(b)~~ **(c)** Provided further than the Bureau shall have authority to grant one (1) continuance of the date of hearing, upon application of the appellant, for good cause shown, which continuance shall not exceed twenty days. Such granting of any addition time to perform work required by order of

the Bureau shall be conditioned upon the posting of a **surety** performance bond by the applicant. The purpose of the **surety performance** bond shall be to ensure that the work is performed in a timely manner and in compliance with the Building Code. The **surety performance** bond shall be posted within ten (10) calendar days of the granting of additional time. Failure to post **surety performance** bond shall result in the appeal being denied and the demolition order being in full effect. The amount of the **surety performance** bond shall be in cash, money order, or certified check and shall be in the following amounts:

Surety Performance Bond Schedule

Residential: \$15,000.00 Bond, or in the alternative a ~~\$5,000~~ **\$10,000** bond
in the form of cash, certificate check, or money order

Commercial: \$50,000.00 Bond

Industrial: \$50,000.00 Bond

(c) If the appealing party fails to perform, the **surety performance** bond shall be forfeited and applied as necessary to secure or raze the structure. If the repairs are completed to the satisfaction of the Bureau, the **surety performance** bond or remaining balance thereof shall be returned to the appealing party.

(d) In case of an appeal from an order of the Fire Chief, appeal shall be taken to the State Fire Marshal according to law.”

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

Caucus	<u>4 November 2020</u>
1 st Reading	<u>17 November 2020</u>
2 nd Reading	<u>1 December 2020</u>
PASSED	<u>15 December 2020</u>

SIGNED /s/ Cliff Mears
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 #20-242

ORDINANCE # _____

BY: MR. VAN HARLINGEN

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, 2021, 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 2021 to be passed no later than April 1, 2021.

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, 2021.

SECTION 2. That being temporary annual appropriations which are essential to the ongoing fiscal operation of the City from and after January 1, 2021, 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>4 November 2020</u>
1 st Reading	<u>17 November 2020</u>
2 nd Reading	<u>1 December 2020</u>
PASSED	<u>15 December 2020</u>

SIGNED /s/ Cliff Mears
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, Ohio 2021 Temporary Budget

Attachment to Bill# 20-242

Fund / Department / Classification	Budget Amount
Fund: 101 General Fund	
Department: 02 City Council	
Sub Department: 01 Operations	
Personal Svcs - Personal Services	\$158,561.00
Empty Benefits - Employee Benefits	\$39,256.00
Contract Svcs - Contractual Services	\$9,100.00
Supplies Matrls - Supplies and Materials	\$1,100.00
Capital Outlay - Capital Outlay	\$0.00
Sub Department Total: Operations	\$208,017.00
Department Total: City Council	\$208,017.00
Department: 03 Municipal Court	
Personal Svcs - Personal Services	\$847,995.00
Empty Benefits - Employee Benefits	\$387,193.00
Contract Svcs - Contractual Services	\$190,500.00
Supplies Matrls - Supplies and Materials	\$0.00
Capital Outlay - Capital Outlay	\$0.00
Transfers Out - Transfers Out	\$0.00
Sub Department Total: Operations	\$1,425,688.00
Department Total: Municipal Court	\$1,425,688.00
Department: 04 Clerk of Court	
Personal Svcs - Personal Services	\$901,134.00
Empty Benefits - Employee Benefits	\$521,551.00
Contract Svcs - Contractual Services	\$60,000.00
Supplies Matrls - Supplies and Materials	\$12,600.00
Capital Outlay - Capital Outlay	\$0.00
Sub Department Total: Operations	\$1,495,285.00
Department Total: Clerk of Court	\$1,495,285.00
Department: 05 Civil Service Commission	
Personal Svcs - Personal Services	\$17,550.00
Empty Benefits - Employee Benefits	\$3,106.00
Contract Svcs - Contractual Services	\$20,500.00
Supplies Matrls - Supplies and Materials	\$0.00
Sub Department Total: Operations	\$41,156.00
Department Total: Civil Service Commission	\$41,156.00
Department: 06 Law Director	
Personal Svcs - Personal Services	\$536,136.00
Empty Benefits - Employee Benefits	\$257,607.00
Contract Svcs - Contractual Services	\$47,300.00
Supplies Matrls - Supplies and Materials	\$44,933.00
Capital Outlay - Capital Outlay	\$0.00
Other Charges - Other Charges	\$7,000.00
Transfers Out - Transfers Out	\$33,517.00

City of Mansfield, Ohio 2021 Temporary Budget

Fund / Department / Classification	Budget Amount
Sub Department Total: Operations	\$926,493.00
Department Total: Law Director	\$926,493.00
Department: 07 Finance Director	
Personal Svcs - Personal Services	\$509,082.00
Emply Benefits - Employee Benefits	\$270,607.00
Contract Svcs - Contractual Services	\$31,325.00
Supplies Matrls - Supplies and Materials	\$6,500.00
Capital Outlay - Capital Outlay	\$0.00
Sub Department Total: Operations	\$817,514.00
Sub Department: 02 Income Tax	
Personal Svcs - Personal Services	\$433,718.00
Emply Benefits - Employee Benefits	\$319,243.00
Contract Svcs - Contractual Services	\$43,830.00
Supplies Matrls - Supplies and Materials	\$3,540.00
Capital Outlay - Capital Outlay	\$0.00
Other Charges - Other Charges	\$0.00
Sub Department Total: Income Tax	\$800,331.00
Department Total: Finance Director	\$1,617,845.00
Department: 09 Mayor	
Sub Department: 01 Operations	
Personal Svcs - Personal Services	\$135,514.00
Emply Benefits - Employee Benefits	\$84,857.00
Contract Svcs - Contractual Services	\$2,500.00
Supplies Matrls - Supplies and Materials	\$3,400.00
Capital Outlay - Capital Outlay	\$0.00
Other Charges - Other Charges	\$0.00
Sub Department Total: Operations	\$226,271.00
Department Total: Mayor	\$226,271.00
Department: 10 Safety-Service Director	
Personal Svcs - Personal Services	\$119,279.00
Emply Benefits - Employee Benefits	\$80,002.00
Contract Svcs - Contractual Services	\$4,100.00
Supplies Matrls - Supplies and Materials	\$3,250.00
Capital Outlay - Capital Outlay	\$0.00
Sub Department Total: Operations	\$206,631.00
Department Total: Safety-Service Director	\$206,631.00
Department: 11 Human Resources	
Personal Svcs - Personal Services	\$124,981.00
Emply Benefits - Employee Benefits	\$64,879.00
Contract Svcs - Contractual Services	\$66,200.00
Supplies Matrls - Supplies and Materials	\$3,100.00

City of Mansfield, Ohio 2021 Temporary Budget

Fund / Department / Classification	Budget Amount
Capital Outlay - Capital Outlay	\$0.00
Sub Department Total: Operations	\$259,160.00
Department Total: Human Resources	\$259,160.00
Department: 12 Engineering	
Personal Svcs - Personal Services	\$418,540.00
Empty Benefits - Employee Benefits	\$211,779.00
Contract Svcs - Contractual Services	\$16,450.00
Supplies Matrls - Supplies and Materials	\$3,500.00
Capital Outlay - Capital Outlay	\$0.00
Sub Department Total: Operations	\$650,269.00
Department Total: Engineering	\$650,269.00
Department: 13 Codes and Permits	
Sub Department: 01 Operations	
Personal Svcs - Personal Services	\$340,702.00
Empty Benefits - Employee Benefits	\$238,280.00
Contract Svcs - Contractual Services	\$36,550.00
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	\$625,232.00
Sub Department: 21 Service Complex Board/Clean Up	
Personal Svcs - Personal Services	\$25,284.00
Empty Benefits - Employee Benefits	\$6,184.00
Sub Department Total: Service Complex Board/Clean Up	\$31,468.00
Sub Department: 27 Seasonal	
Personal Svcs - Personal Services	\$27,480.00
Empty Benefits - Employee Benefits	\$4,678.00
Sub Department Total: Seasonal	\$32,158.00
Department Total: Codes and Permits	\$688,858.00
Department: 17 Maintenance	
Sub Department: 01 Operations	
Personal Svcs - Personal Services	\$188,203.00
Empty Benefits - Employee Benefits	\$121,490.00
Contract Svcs - Contractual Services	\$343,661.00
Supplies Matrls - Supplies and Materials	\$78,200.00
Utilities - Utilities	\$0.00
Capital Outlay - Capital Outlay	\$0.00
Sub Department Total: Operations	\$731,554.00
Department Total: Maintenance	\$731,554.00
Department: 20 Public Works Director	
Personal Svcs - Personal Services	\$25,593.00

City of Mansfield, Ohio 2021 Temporary Budget

Fund / Department / Classification	Budget Amount
Empty Benefits - Employee Benefits	\$13,496.00
Supplies MatrIs - Supplies and Materials	\$1,000.00
Capital Outlay - Capital Outlay	\$0.00
Sub Department Total: Operations	\$40,089.00
Department Total: Public Works Director	\$40,089.00
Department: 26 Human Relations	
Sub Department: 01 Operations	
Other Charges - Other Charges	\$10,880.00
Sub Department Total: Operations	\$10,880.00
Department Total: Human Relations	\$10,880.00
Department: 63 Ocie Hill Center	
Personal Svcs - Personal Services	\$0.00
Empty Benefits - Employee Benefits	\$284.00
Contract Svcs - Contractual Services	\$28,300.00
Supplies MatrIs - Supplies and Materials	\$700.00
Utilities - Utilities	\$34,000.00
Capital Outlay - Capital Outlay	\$0.00
Other Charges - Other Charges	\$0.00
Sub Department Total: Operations	\$63,284.00
Department Total: Ocie Hill Center	\$63,284.00
Department: 99 Non-Departmental	
Sub Department: 99 Expenditures	
Empty Benefits - Employee Benefits	\$40,000.00
Contract Svcs - Contractual Services	\$2,908,816.00
Utilities - Utilities	\$160,000.00
Other Charges - Other Charges	\$903,300.00
Debt Service - Debt Service	\$0.00
Transfers Out - Transfers Out	\$18,529,193.00
Sub Department Total: Expenditures	\$22,541,309.00
Department Total: Non-Departmental	\$22,541,309.00
Fund Total: General Fund	\$31,132,789.00.
<u>Fund: 202 Street Maintenance and Repair</u>	
Department: 53 Street	
Sub Department: 01 Operations	
Personal Svcs - Personal Services	\$628,636.00
Empty Benefits - Employee Benefits	\$447,515.00
Contract Svcs - Contractual Services	\$286,500.00
Supplies MatrIs - Supplies and Materials	\$137,725.00
Utilities - Utilities	\$30,000.00
Capital Outlay - Capital Outlay	\$0.00
Other Charges - Other Charges	\$500.00

City of Mansfield, Ohio 2021 Temporary Budget

Fund / Department / Classification	Budget Amount
Debt Service - Debt Service	\$0.00
Transfers Out - Transfers Out	\$943,734.00
Sub Department Total: Operations	\$2,474,610.00
Sub Department: 19 Misc Street-Snow-Leaf Activity	
Personal Svcs - Personal Services	\$236,100.00
Empl Benefits - Employee Benefits	\$60,280.00
Sub Department Total: Misc Street-Snow-Leaf Activity	\$296,380.00
Department Total: Street	\$2,770,990.00
Fund Total: Street Maintenance and Repair	\$2,770,990.00
<u>Fund: 203 State Highway</u>	
Department: 53 Street	
Sub Department: 01 Operations	
Personal Svcs - Personal Services	\$80,000.00
Contract Svcs - Contractual Services	\$0.00
Supplies Matrls - Supplies and Materials	\$90,000.00
Capital Outlay - Capital Outlay	\$0.00
Sub Department Total: Operations	\$170,000.00
Department Total: Street	\$170,000.00
Fund Total: State Highway	\$170,000.00
<u>Fund: 204 Alarm Monitoring</u>	
Department: 24 Public Safety Communications Ctr	
Sub Department: 01 Operations	
Contract Svcs - Contractual Services	\$24,875.00
Supplies Matrls - Supplies and Materials	\$1,500.00
Capital Outlay - Capital Outlay	\$0.00
Other Charges - Other Charges	\$500.00
Sub Department Total: Operations	\$26,875.00
Department Total: Public Safety Communications Ctr	\$26,875.00
Fund Total: Alarm Monitoring	\$26,875.00
<u>Fund: 205 Regional Community Advancement</u>	
Department: 62 Regional Community Advancement	
Sub Department: 01 Operations	
Personal Svcs - Personal Services	\$0.00
Empl Benefits - Employee Benefits	\$0.00
Contract Svcs - Contractual Services	\$0.00
Supplies Matrls - Supplies and Materials	\$0.00
Utilities - Utilities	\$0.00
Capital Outlay - Capital Outlay	\$0.00

City of Mansfield, Ohio 2021 Temporary Budget

Fund / Department / Classification	Budget Amount
Other Charges - Other Charges	\$0.00
Transfers Out - Transfers Out	\$0.00
Sub Department Total: Operations	\$0.00
Sub Department: 25 Programs	
Personal Srvs - Personal Services	\$0.00
Empl Benefits - Employee Benefits	\$0.00
Contract Srvs - Contractual Services	\$0.00
Supplies Matrls - Supplies and Materials	\$0.00
Capital Outlay - Capital Outlay	\$0.00
Other Charges - Other Charges	\$0.00
Transfers Out - Transfers Out	\$0.00
Sub Department Total: Programs	\$0.00
Department Total: Regional Community Advancement	\$0.00
Fund Total: Regional Community Advancement	\$0.00
<u>Fund: 206 Motor Vehicle License Tax Fund</u>	
Department: 53 Street	
Sub Department: 01 Operations	
Supplies Matrls - Supplies and Materials	\$410,000.00
Sub Department Total: Operations	\$410,000.00
Department Total: Street	\$410,000.00
Fund Total: Motor Vehicle License Tax Fund	\$410,000.00
<u>Fund: 207 Community Development</u>	
Department: 65 Community Development	
Sub Department: 25 Programs	
Personal Srvs - Personal Services	\$229,395.00
Empl Benefits - Employee Benefits	\$166,361.00
Contract Srvs - Contractual Services	\$3,088,981.00
Supplies Matrls - Supplies and Materials	\$19,500.00
Utilities - Utilities	\$1,500.00
Capital Outlay - Capital Outlay	\$70,000.00
Other Charges - Other Charges	\$11,500.00
Transfers Out - Transfers Out	\$0.00
Sub Department Total: Programs	\$3,587,237.00
Department Total: Community Development	\$3,587,237.00
Fund Total: Community Development	\$3,587,237.00
<u>Fund: 209 Drug Enforcement</u>	
Department: 06 Law Director	
Sub Department: 01 Operations	

City of Mansfield, Ohio 2021 Temporary Budget

Fund / Department / Classification	Budget Amount
Contract Srvs - Contractual Services	\$0.00
Sub Department Total: Operations	\$0.00
Department Total: Law Director	\$0.00
Fund Total: Drug Enforcement	\$0.00
<u>Fund: 210 Drug Law Enforcement</u>	
Department: 15 Police	
Sub Department: 01 Operations	
Supplies Matrls - Supplies and Materials	\$0.00
Capital Outlay - Capital Outlay	\$0.00
Other Charges - Other Charges	\$0.00
Sub Department Total: Operations	\$0.00
Sub Department: 51 METRICH	
Other Charges - Other Charges	\$0.00
Sub Department Total: METRICH	\$0.00
Department Total: Police	\$0.00
Fund Total: Drug Law Enforcement	\$0.00
<u>Fund: 211 Law Enforcement</u>	
Department: 06 Law Director	
Sub Department: 01 Operations	
Contract Srvs - Contractual Services	\$0.00
Capital Outlay - Capital Outlay	\$0.00
Sub Department Total: Operations	\$0.00
Department Total: Law Director	\$0.00
Department: 15 Police	
Contract Srvs - Contractual Services	\$0.00
Capital Outlay - Capital Outlay	\$0.00
Other Charges - Other Charges	\$0.00
Sub Department Total: Operations	\$0.00
Sub Department: 51 METRICH	
Capital Outlay - Capital Outlay	\$0.00
Other Charges - Other Charges	\$0.00
Sub Department Total: METRICH	\$0.00
Department Total: Police	\$0.00
Fund Total: Law Enforcement	\$0.00
<u>Fund: 214 Safety Services</u>	
Department: 15 Police	
Sub Department: 01 Operations	

City of Mansfield, Ohio 2021 Temporary Budget

Fund / Department / Classification	Budget Amount
Personal Svcs - Personal Services	\$6,805,264.00
Emply Benefits - Employee Benefits	\$4,130,432.00
Contract Svcs - Contractual Services	\$368,545.00
Supplies Matris - Supplies and Materials	\$62,700.00
Utilities - Utilities	\$18,000.00
Capital Outlay - Capital Outlay	\$0.00
Other Charges - Other Charges	\$6,800.00
Transfers Out - Transfers Out	\$211,653.00
Sub Department Total: Operations	\$11,603,394.00
Sub Department: 42 Repair	
Personal Svcs - Personal Services	\$46,631.00
Emply Benefits - Employee Benefits	\$38,166.00
Contract Svcs - Contractual Services	\$25,000.00
Supplies Matris - Supplies and Materials	\$62,750.00
Capital Outlay - Capital Outlay	\$0.00
Sub Department Total: Repair	\$172,547.00
Sub Department: 50 Laboratory	
Personal Svcs - Personal Services	\$191,358.00
Emply Benefits - Employee Benefits	\$130,125.00
Contract Svcs - Contractual Services	\$73,074.00
Supplies Matris - Supplies and Materials	\$20,200.00
Capital Outlay - Capital Outlay	\$0.00
Transfers Out - Transfers Out	\$0.00
Sub Department Total: Laboratory	\$414,757.00
Sub Department: 52 Parking Meter	
Personal Svcs - Personal Services	\$39,250.00
Emply Benefits - Employee Benefits	\$43,271.00
Contract Svcs - Contractual Services	\$3,750.00
Supplies Matris - Supplies and Materials	\$3,500.00
Capital Outlay - Capital Outlay	\$0.00
Other Charges - Other Charges	\$1,400.00
Sub Department Total: Parking Meter	\$91,171.00
Department Total: Police	\$12,281,869.00
Department: 16 Fire	
Sub Department: 01 Operations	
Personal Svcs - Personal Services	\$6,704,515.00
Emply Benefits - Employee Benefits	\$4,263,426.00
Contract Svcs - Contractual Services	\$467,370.00
Supplies Matris - Supplies and Materials	\$262,100.00
Utilities - Utilities	\$58,000.00
Capital Outlay - Capital Outlay	\$0.00
Other Charges - Other Charges	\$3,000.00

City of Mansfield, Ohio 2021 Temporary Budget

Fund / Department / Classification	Budget Amount
Debt Service - Debt Service	\$0.00
Transfers Out - Transfers Out	\$75,000.00
Sub Department Total: Operations	\$11,833,411.00
Sub Department: 42 Repair	
Personal Svcs - Personal Services	\$89,722.00
Emply Benefits - Employee Benefits	\$56,542.00
Contract Svcs - Contractual Services	\$40,750.00
Supplies MatrIs - Supplies and Materials	\$87,200.00
Capital Outlay - Capital Outlay	\$0.00
Sub Department Total: Repair	\$274,214.00
Department Total: Fire	\$12,107,625.00
Department: 24 Public Safety Communications Ctr	
Sub Department: 01 Operations	
Personal Svcs - Personal Services	\$899,497.00
Emply Benefits - Employee Benefits	\$531,054.00
Contract Svcs - Contractual Services	\$82,600.00
Supplies MatrIs - Supplies and Materials	\$10,230.00
Capital Outlay - Capital Outlay	\$0.00
Sub Department Total: Operations	\$1,523,381.00
Department Total: Public Safety Communications Ctr	\$1,523,381.00
Department: 99 Non-Departmental	
Sub Department: 99 Expenditures	
Emply Benefits - Employee Benefits	\$10,000.00
Contract Svcs - Contractual Services	\$10,000.00
Other Charges - Other Charges	\$375,600.00
Debt Service - Debt Service	\$0.00
Transfers Out - Transfers Out	\$1,210,850.00
Sub Department Total: Expenditures	\$1,608,450.00
Department Total: Non-Departmental	\$1,608,450.00
Fund Total: Safety Services	\$27,519,325.00
<u>Fund: 215 Permissive Sales Tax</u>	
Department: 12 Engineering	
Sub Department: 01 Operations	
Contract Svcs - Contractual Services	\$122,000.00
Supplies MatrIs - Supplies and Materials	\$0.00
Capital Outlay - Capital Outlay	\$160,000.00
Other Charges - Other Charges	\$0.00
Debt Service - Debt Service	\$0.00
Transfers Out - Transfers Out	\$0.00
Sub Department Total: Operations	\$282,000.00
Department Total: Engineering	\$282,000.00

City of Mansfield, Ohio 2021 Temporary Budget

Fund / Department / Classification	Budget Amount
Department: 99 Non-Departmental	
Contract Svs - Contractual Services	\$300,000.00
Sub Department Total: Operations	\$300,000.00
Department Total: Non-Departmental	\$300,000.00
Fund Total: Permissive Sales Tax	\$582,000.00
<u>Fund: 216 Industrial Development</u>	
Department: 30 Industrial Development	
Sub Department: 01 Operations	
Personal Svs - Personal Services	\$80,316.00
Empl Benefits - Employee Benefits	\$28,171.00
Contract Svs - Contractual Services	\$69,800.00
Supplies Matrls - Supplies and Materials	\$16,700.00
Utilities - Utilities	\$0.00
Capital Outlay - Capital Outlay	\$0.00
Other Charges - Other Charges	\$4,000.00
Transfers Out - Transfers Out	\$2,733.00
Sub Department Total: Operations	\$201,720.00
Sub Department: 25 Programs	
Contract Svs - Contractual Services	\$0.00
Capital Outlay - Capital Outlay	\$0.00
Other Charges - Other Charges	\$0.00
Sub Department Total: Programs	\$0.00
Department Total: Industrial Development	\$201,720.00
Fund Total: Industrial Development	\$201,720.00
<u>Fund: 217 Indigent Drivers Alcohol Treat</u>	
Department: 03 Municipal Court	
Sub Department: 01 Operations	
Contract Svs - 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
Fund Total: Indigent Drivers Alcohol Treat	(\$40,000.00)
<u>Fund: 218 Indigent Drivers Alcohol Monitor</u>	
Department: 03 Municipal Court	
Sub Department: 01 Operations	
Contract Svs - Contractual Services	\$15,000.00
Sub Department Total: Operations	\$15,000.00
Department Total: Municipal Court	\$15,000.00

City of Mansfield, Ohio 2021 Temporary Budget

Fund / Department / Classification	Budget Amount
Fund Total: Indigent Drivers Alcohol Monitor	\$15,000.00
<u>Fund: 219 Court Computerization</u>	
Department: 03 Municipal Court	
Sub Department: 01 Operations	
Personal Svcs - Personal Services	\$59,653.00
Empl Benefits - Employee Benefits	\$39,529.00
Contract Svcs - Contractual Services	\$105,000.00
Supplies Matrls - Supplies and Materials	\$22,000.00
Capital Outlay - Capital Outlay	\$25,000.00
Other Charges - Other Charges	\$0.00
Transfers Out - Transfers Out	\$0.00
Sub Department Total: Operations	\$251,182.00
Department Total: Municipal Court	\$251,182.00
Fund Total: Court Computerization	\$251,182.00
<u>Fund: 220 Legal Research</u>	
Department: 03 Municipal Court	
Sub Department: 01 Operations	
Contract Svcs - Contractual Services	\$50,000.00
Supplies Matrls - Supplies and Materials	\$0.00
Sub Department Total: Operations	\$50,000.00
Department Total: Municipal Court	\$50,000.00
Fund Total: Legal Research	\$50,000.00
<u>Fund: 224 Grant Fund</u>	
Department: 03 Municipal Court	
Sub Department: 30 Grants	
Personal Svcs - Personal Services	\$435,947.00
Empl Benefits - Employee Benefits	\$25,684.00
Contract Svcs - Contractual Services	\$177,960.00
Supplies Matrls - Supplies and Materials	\$46,969.00
Capital Outlay - Capital Outlay	\$25,270.00
Other Charges - Other Charges	\$0.00
Transfers Out - Transfers Out	\$0.00
Sub Department Total: Grants	\$711,830.00
Department Total: Municipal Court	\$711,830.00
Department: 06 Law Director	
Personal Svcs - Personal Services	\$43,000.00
Empl Benefits - Employee Benefits	\$35,270.00
Contract Svcs - Contractual Services	\$2,438.00

City of Mansfield, Ohio 2021 Temporary Budget

Fund / Department / Classification	Budget Amount
Supplies Matrix - Supplies and Materials	\$2,244.00
Capital Outlay - Capital Outlay	\$0.00
Other Charges - Other Charges	\$0.00
Transfers Out - Transfers Out	\$0.00
Sub Department Total: Grants	\$82,952.00
Department Total: Law Director	\$82,952.00
Department: 12 Engineering	
Personal Srvs - Personal Services	\$9,170.00
Empty Benefits - Employee Benefits	\$0.00
Contract Srvs - Contractual Services	\$1,318.00
Supplies Matrix - Supplies and Materials	\$1,800.00
Capital Outlay - Capital Outlay	\$38,851,458.00
Transfers Out - Transfers Out	\$0.00
Sub Department Total: Grants	\$38,863,746.00
Department Total: Engineering	\$38,863,746.00
Department: 15 Police	
Personal Srvs - Personal Services	\$330,298.00
Empty Benefits - Employee Benefits	\$170,707.00
Contract Srvs - Contractual Services	\$49,877.00
Supplies Matrix - Supplies and Materials	\$4,033.00
Capital Outlay - Capital Outlay	\$47,759.00
Other Charges - Other Charges	\$0.00
Transfers Out - Transfers Out	\$0.00
Sub Department Total: Grants	\$602,674.00
Sub Department: 50 Laboratory	
Personal Srvs - Personal Services	\$93,832.00
Empty Benefits - Employee Benefits	\$42,077.00
Contract Srvs - Contractual Services	\$58,563.00
Supplies Matrix - Supplies and Materials	\$9,975.00
Capital Outlay - Capital Outlay	\$87,183.00
Other Charges - Other Charges	\$0.00
Transfers Out - Transfers Out	\$0.00
Sub Department Total: Laboratory	\$291,630.00
Sub Department: 51 METRICH	
Personal Srvs - Personal Services	\$46,146.00
Empty Benefits - Employee Benefits	\$36,934.00
Contract Srvs - Contractual Services	\$86,884.00
Supplies Matrix - Supplies and Materials	\$6,525.00
Capital Outlay - Capital Outlay	\$65,767.00
Other Charges - Other Charges	\$163,025.00
Transfers Out - Transfers Out	\$0.00
Sub Department Total: METRICH	\$405,081.00

City of Mansfield, Ohio 2021 Temporary Budget

Fund / Department / Classification	Budget Amount
Department Total: Police	\$1,299,385.00
Department: 18 Parks & Recreation	
Personal Svcs - Personal Services	\$0.00
Emply Benefits - Employee Benefits	\$0.00
Contract Svcs - Contractual Services	\$2,000.00
Supplies MatrIs - Supplies and Materials	\$0.00
Capital Outlay - Capital Outlay	\$0.00
Other Charges - Other Charges	\$0.00
Sub Department Total: Grants	\$2,000.00
Department Total: Parks & Recreation	\$2,000.00
Department: 30 Industrial Development	
Contract Svcs - Contractual Services	\$149,152.00
Capital Outlay - Capital Outlay	\$0.00
Sub Department Total: Grants	\$149,152.00
Department Total: Industrial Development	\$149,152.00
Department: 65 Community Development	
Personal Svcs - Personal Services	\$0.00
Emply Benefits - Employee Benefits	\$0.00
Contract Svcs - Contractual Services	\$0.00
Supplies MatrIs - Supplies and Materials	\$132.00
Capital Outlay - Capital Outlay	\$0.00
Other Charges - Other Charges	\$0.00
Sub Department Total: Grants	\$132.00
Department Total: Community Development	\$132.00
Fund Total: Grant Fund	\$41,109,197.00
<u>Fund: 225 Probation Services</u>	
Department: 03 Municipal Court	
Sub Department: 01 Operations	
Personal Svcs - Personal Services	\$93,282.00
Emply Benefits - Employee Benefits	\$76,599.00
Contract Svcs - Contractual Services	\$89,000.00
Supplies MatrIs - Supplies and Materials	\$11,300.00
Capital Outlay - Capital Outlay	\$6,000.00
Other Charges - Other Charges	\$0.00
Transfers Out - Transfers Out	\$0.00
Sub Department Total: Operations	\$276,181.00
Department Total: Municipal Court	\$276,181.00
Fund Total: Probation Services	\$276,181.00
<u>Fund: 226 Court Costs</u>	

City of Mansfield, Ohio 2021 Temporary Budget

Fund / Department / Classification	Budget Amount
Sub Department: 73 Security - Special Projects	
Personal Svs - Personal Services	\$102,308.00
Empty Benefits - Employee Benefits	\$17,711.00
Contract Svs - Contractual Services	\$5,500.00
Supplies Matrls - Supplies and Materials	\$1,500.00
Capital Outlay - Capital Outlay	\$3,000.00
Transfers Out - Transfers Out	\$25,400.00
Sub Department Total: Security - Special Projects	\$155,419.00
Sub Department: 74 General - Special Projects	
Personal Svs - Personal Services	\$499,487.00
Empty Benefits - Employee Benefits	\$430,627.00
Contract Svs - Contractual Services	\$56,000.00
Supplies Matrls - Supplies and Materials	\$13,000.00
Capital Outlay - Capital Outlay	\$5,000.00
Other Charges - Other Charges	\$0.00
Transfers Out - Transfers Out	\$0.00
Sub Department Total: General - Special Projects	\$1,004,114.00
Department Total: Municipal Court	\$1,159,533.00
Fund Total: Court Costs	\$1,159,533.00
<u>Fund: 228 27th Pay Reserve Fund</u>	
Department: 99 Non-Departmental	
Sub Department: 01 Operations	
Personal Svs - Personal Services	\$0.00
Empty Benefits - Employee Benefits	\$0.00
Transfers Out - Transfers Out	\$0.00
Sub Department Total: Operations	\$0.00
Department Total: Non-Departmental	\$0.00
Fund Total: 27th Pay Reserve Fund	\$0.00
<u>Fund: 229 Boulevard Assessment</u>	
Department: 99 Non-Departmental	
Sub Department: 01 Operations	
Contract Svs - Contractual Services	\$3,600.00
Supplies Matrls - Supplies and Materials	\$700.00
Transfers Out - Transfers Out	\$0.00
Sub Department Total: Operations	\$4,300.00
Department Total: Non-Departmental	\$4,300.00
Fund Total: Boulevard Assessment	\$4,300.00
<u>Fund: 230 PAL Donation</u>	

City of Mansfield, Ohio 2021 Temporary Budget

Fund / Department / Classification	Budget Amount
Department: 15 Police	
Sub Department: 01 Operations	
Contract Svcs - Contractual Services	\$0.00
Supplies Matris - Supplies and Materials	\$0.00
Other Charges - Other Charges	\$0.00
Sub Department Total: Operations	\$0.00
Department Total: Police	\$0.00
Fund Total: PAL Donation	\$0.00
 <u>Fund: 231 DARE Donation</u>	
Department: 15 Police	
Sub Department: 01 Operations	
Contract Svcs - Contractual Services	\$0.00
Supplies Matris - Supplies and Materials	\$0.00
Sub Department Total: Operations	\$0.00
Department Total: Police	\$0.00
Fund Total: DARE Donation	\$0.00
 <u>Fund: 232 K-9 Donation</u>	
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
Sub Department Total: Operations	\$0.00
Department Total: Police	\$0.00
Fund Total: K-9 Donation	\$0.00
 <u>Fund: 233 Donations Against Infection Well</u>	
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
Fund Total: Donations Against Infection Well	\$0.00
 <u>Fund: 234 Separation Fund</u>	
Department: 99 Non-Departmental	
Sub Department: 01 Operations	
Personal Svcs - Personal Services	\$0.00
EmPLY Benefits - Employee Benefits	\$1,200,000.00

City of Mansfield, Ohio 2021 Temporary Budget

Fund / Department / Classification	Budget Amount
Sub Department Total: Operations	\$1,200,000.00
Department Total: Non-Departmental	\$1,200,000.00
Fund Total: Separation Fund	\$1,200,000.00
<u>Fund: 235 Budget Stabilization Fund</u>	
Department: 99 Non-Departmental	
Sub Department: 01 Operations	
Transfers Out - Transfers Out	\$1,294,705.00
Sub Department Total: Operations	\$1,294,705.00
Department Total: Non-Departmental	\$1,294,705.00
Fund Total: Budget Stabilization Fund	\$1,294,705.00
<u>Fund: 236 Parks & Recreation</u>	
Department: 18 Parks & Recreation	
Sub Department: 01 Operations	
Personal Svs - Personal Services	\$334,963.00
Emply Benefits - Employee Benefits	\$205,282.00
Contract Svs - Contractual Services	\$58,500.00
Supplies Matris - Supplies and Materials	\$31,500.00
Utilities - Utilities	\$32,000.00
Capital Outlay - Capital Outlay	\$85,000.00
Other Charges - Other Charges	\$42,050.00
Transfers Out - Transfers Out	\$66,931.00
Sub Department Total: Operations	\$856,226.00
Sub Department: 27 Seasonal	
Personal Svs - Personal Services	\$17,000.00
Emply Benefits - Employee Benefits	\$2,947.00
Sub Department Total: Seasonal	\$19,947.00
Sub Department: 35 Pools	
Personal Svs - Personal Services	\$3,700.00
Emply Benefits - Employee Benefits	\$891.00
Contract Svs - Contractual Services	\$43,000.00
Supplies Matris - Supplies and Materials	\$6,000.00
Sub Department Total: Pools	\$53,591.00
Department Total: Parks & Recreation	\$929,764.00
Fund Total: Parks & Recreation	\$929,764.00
<u>Fund: 237 Street Lighting</u>	
Department: 99 Non-Departmental	
Sub Department: 01 Operations	
Contract Svs - Contractual Services	\$11,500.00

City of Mansfield, Ohio 2021 Temporary Budget

Fund / Department / Classification	Budget Amount
Utilities - Utilities	\$470,000.00
Capital Outlay - Capital Outlay	\$10,000.00
Other Charges - Other Charges	\$16,050.00
Sub Department Total: Operations	\$506,550.00
Department Total: Non-Departmental	\$506,550.00
Fund Total: Street Lighting	\$506,550.00
 <u>Fund: 238 Demolition</u>	
Department: 65 Community Development	
Sub Department: 01 Operations	
Personal Svcs - Personal Services	\$35,000.00
Emply Benefits - Employee Benefits	\$8,961.00
Contract Svcs - Contractual Services	\$1,326,000.00
Supplies MatrIs - Supplies and Materials	\$500.00
Other Charges - Other Charges	\$37,600.00
Sub Department Total: Operations	\$1,408,061.00
Department Total: Community Development	\$1,408,061.00
Fund Total: Demolition	\$1,408,061.00
 <u>Fund: 239 Safety Services PRIDE</u>	
Department: 15 Police	
Sub Department: 01 Operations	
Transfers Out - Transfers Out	\$821,140.00
Sub Department Total: Operations	\$821,140.00
Department Total: Police	\$821,140.00
Department: 16 Fire	
Transfers Out - Transfers Out	\$821,140.00
Sub Department Total: Operations	\$821,140.00
Department Total: Fire	\$821,140.00
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	\$93,951.00
Transfers Out - Transfers Out	\$0.00
Sub Department Total: Operations	\$93,951.00
Department Total: Non-Departmental	\$93,951.00
Fund Total: Safety Services PRIDE	\$1,786,231.00

City of Mansfield, Ohio 2021 Temporary Budget

Fund / Department / Classification	Budget Amount
<u>Fund: 240 Honor Guard Donation</u>	
.	
Department: 15 Police	
Sub Department: 01 Operations	
Emply Benefits - Employee Benefits	\$0.00
Contract Srvs - Contractual Services	\$0.00
Supplies MatrIs - SupplIs and Materials	\$0.00
Capital Outlay - Capital Outlay	\$0.00
Sub Department Total: Operations	\$0.00
Department Total: Police	\$0.00
Fund Total: Honor Guard Donation	\$0.00
<u>Fund: 301 Debt Service</u>	
.	
Department: 82 G/O Debt Service	
Other Charges - Other Charges	\$0.00
Debt Service - Debt Service	\$4,244,625.00
Sub Department Total: Operations	\$4,244,625.00
Department Total: G/O Debt Service	\$4,244,625.00
Fund Total: Debt Service	\$4,244,625.00
<u>Fund: 404 Street Resurfacing</u>	
.	
Department: 53 Street	
Sub Department: 01 Operations	
Contract Srvs - Contractual Services	\$4,246,500.00
Supplies MatrIs - SupplIs and Materials	\$46,000.00
Sub Department Total: Operations	\$4,292,500.00
Department Total: Street	\$4,292,500.00
Department: 99 Non-Departmental	
Sub Department: 99 Expenditures	
Other Charges - Other Charges	\$187,800.00
Sub Department Total: Expenditures	\$187,800.00
Department Total: Non-Departmental	\$187,800.00
Fund Total: Street Resurfacing	\$4,480,300.00
<u>Fund: 409 Ohio Public Works Commission</u>	
.	
Department: 12 Engineering	
Sub Department: 25 Programs	
Capital Outlay - Capital Outlay	\$500,000.00
Other Charges - Other Charges	\$0.00
Sub Department Total: Programs	\$500,000.00
Department Total: Engineering	\$500,000.00

City of Mansfield, Ohio 2021 Temporary Budget

Fund / Department / Classification	Budget Amount
Fund Total: Ohio Public Works Commission	\$500,000.00
 <u>Fund: 417 Reid Industrial Park</u>	
Department: 30 Industrial Development	
Sub Department: 25 Programs	
Contract Srvs - Contractual Services	\$0.00
Capital Outlay - Capital Outlay	\$70,704.00
Sub Department Total: Programs	\$70,704.00
Department Total: Industrial Development	\$70,704.00
 Fund Total: Reid Industrial Park	 \$70,704.00
 <u>Fund: 418 Police Capital Equipment</u>	
Department: 15 Police	
Sub Department: 01 Operations	
Contract Srvs - Contractual Services	\$0.00
Capital Outlay - Capital Outlay	\$0.00
Sub Department Total: Operations	\$0.00
Department Total: Police	\$0.00
 Fund Total: Police Capital Equipment	 \$0.00
 <u>Fund: 419 Electrical Service Upgrade</u>	
Department: 17 Maintenance	
Sub Department: 01 Operations	
Contract Srvs - Contractual Services	\$0.00
Capital Outlay - Capital Outlay	\$0.00
Sub Department Total: Operations	\$0.00
Department Total: Maintenance	\$0.00
 Fund Total: Electrical Service Upgrade	 \$0.00
 <u>Fund: 420 Fire Capital Equipment</u>	
Department: 16 Fire	
Sub Department: 01 Operations	
Capital Outlay - Capital Outlay	\$0.00
Debt Service - Debt Service	\$97,951.00
Sub Department Total: Operations	\$97,951.00
Department Total: Fire	\$97,951.00
 Fund Total: Fire Capital Equipment	 \$97,951.00
 <u>Fund: 421 WWTP Improvements</u>	
Department: 12 Engineering	
Sub Department: 25 Programs	

City of Mansfield, Ohio 2021 Temporary Budget

Fund / Department / Classification	Budget Amount
Contract Svs - Contractual Services	\$0.00
Capital Outlay - Capital Outlay	\$0.00
Debt Service - Debt Service	\$0.00
Sub Department Total: Programs	\$0.00
Department Total: Engineering	\$0.00
Fund Total: WWTP Improvements	\$0.00
<u>Fund: 422 Capital Equipment</u>	
Department: 02 City Council	
Sub Department: 01 Operations	
Capital Outlay - Capital Outlay	\$0.00
Sub Department Total: Operations	\$0.00
Department Total: City Council	\$0.00
Department: 04 Clerk of Court	
Capital Outlay - Capital Outlay	\$0.00
Sub Department Total: Operations	\$0.00
Department Total: Clerk of Court	\$0.00
Department: 12 Engineering	
Capital Outlay - Capital Outlay	\$0.00
Sub Department Total: Operations	\$0.00
Department Total: Engineering	\$0.00
Department: 13 Codes and Permits	
Capital Outlay - Capital Outlay	\$0.00
Sub Department Total: Operations	\$0.00
Department Total: Codes and Permits	\$0.00
Department: 15 Police	
Capital Outlay - Capital Outlay	\$0.00
Sub Department Total: Operations	\$0.00
Sub Department: 50 Laboratory	
Capital Outlay - Capital Outlay	\$0.00
Sub Department Total: Laboratory	\$0.00
Department Total: Police	\$0.00
Department: 16 Fire	
Sub Department: 01 Operations	
Capital Outlay - Capital Outlay	\$0.00
Sub Department Total: Operations	\$0.00
Department Total: Fire	\$0.00
Department: 17 Maintenance	
Capital Outlay - Capital Outlay	\$0.00

City of Mansfield, Ohio 2021 Temporary Budget

Fund / Department / Classification	Budget Amount
Sub Department Total: Operations	\$0.00
Department Total: Maintenance	\$0.00
Department: 18 Parks & Recreation	
Capital Outlay - Capital Outlay	\$0.00
Sub Department Total: Operations	\$0.00
Department Total: Parks & Recreation	\$0.00
Department: 36 Clearfork	
Capital Outlay - Capital Outlay	\$0.00
Sub Department Total: Operations	\$0.00
Department Total: Clearfork	\$0.00
Department: 36 Water	
Sub Department: 42 Repair	
Capital Outlay - Capital Outlay	\$0.00
Sub Department Total: Repair	\$0.00
Sub Department: 43 Treatment Plant	
Capital Outlay - Capital Outlay	\$0.00
Sub Department Total: Treatment Plant	\$0.00
Department Total: Water	\$0.00
Department: 43 Sewer	
Sub Department: 42 Repair	
Capital Outlay - Capital Outlay	\$0.00
Sub Department Total: Repair	\$0.00
Sub Department: 43 Treatment Plant	
Capital Outlay - Capital Outlay	\$0.00
Sub Department Total: Treatment Plant	\$0.00
Department Total: Sewer	\$0.00
Department: 48 Airport	
Sub Department: 01 Operations	
Capital Outlay - Capital Outlay	\$0.00
Sub Department Total: Operations	\$0.00
Department Total: Airport	\$0.00
Department: 50 Repair Garage	
Capital Outlay - Capital Outlay	\$0.00
Sub Department Total: Operations	\$0.00
Department Total: Repair Garage	\$0.00
Department: 52 Utility Collections	
Capital Outlay - Capital Outlay	\$0.00
Sub Department Total: Operations	\$0.00
Department Total: Utility Collections	\$0.00

City of Mansfield, Ohio 2021 Temporary Budget

Fund / Department / Classification	Budget Amount
Department: 53 Street	
Capital Outlay - Capital Outlay	\$0.00
Sub Department Total: Operations	\$0.00
Department Total: Street	\$0.00
Department: 54 Information Technology	
Capital Outlay - Capital Outlay	\$0.00
Sub Department Total: Operations	\$0.00
Department Total: Information Technology	\$0.00
Department: 65 Community Development	
Capital Outlay - Capital Outlay	\$0.00
Sub Department Total: Operations	\$0.00
Department Total: Community Development	\$0.00
Fund Total: Capital Equipment	\$0.00
<u>Fund: 423 Permanent Improvement</u>	
Department: 99 Non-Departmental	
Sub Department: 99 Expenditures	
Capital Outlay - Capital Outlay	\$0.00
Sub Department Total: Expenditures	\$0.00
Department Total: Non-Departmental	\$0.00
Fund Total: Permanent Improvement	\$0.00
<u>Fund: 424 Water Meter Improvement Fund</u>	
Department: 52 Utility Collections	
Sub Department: 25 Programs	
Capital Outlay - Capital Outlay	\$0.00
Debt Service - Debt Service	\$0.00
Sub Department Total: Programs	\$0.00
Department Total: Utility Collections	\$0.00
Fund Total: Water Meter Improvement Fund	\$0.00
<u>Fund: 425 Downtown Improvements Fund</u>	
Department: 28 Downtown Improvements	
Sub Department: 25 Programs	
Contract Srvs - Contractual Services	\$0.00
Capital Outlay - Capital Outlay	\$0.00
Sub Department Total: Programs	\$0.00
Department Total: Downtown Improvements	\$0.00
Fund Total: Downtown Improvements Fund	\$0.00

City of Mansfield, Ohio 2021 Temporary Budget

Fund / Department / Classification	Budget Amount
<u>Fund: 426 Water Treatment Plant Imp Fund</u>	
Department: 12 Engineering	
Sub Department: 25 Programs	
Contract Srvs - Contractual Services	\$0.00
Capital Outlay - Capital Outlay	\$0.00
Sub Department Total: Programs	\$0.00
Department Total: Engineering	\$0.00
Fund Total: Water Treatment Plant Imp Fund	\$0.00
<u>Fund: 502 Water Fund</u>	
Department: 36 Clearfork	
Sub Department: 27 Seasonal	
Personal Srvs - Personal Services	\$12,000.00
Empl Benefits - Employee Benefits	\$1,854.00
Sub Department Total: Seasonal	\$13,854.00
Sub Department: 40 Marina	
Personal Srvs - Personal Services	\$0.00
Contract Srvs - Contractual Services	\$40,640.00
Supplies Matrls - Supplies and Materials	\$17,865.00
Utilities - Utilities	\$37,000.00
Capital Outlay - Capital Outlay	\$292,000.00
Other Charges - Other Charges	\$10,000.00
Sub Department Total: Marina	\$397,505.00
Sub Department: 41 Reservoir	
Personal Srvs - Personal Services	\$353,321.00
Empl Benefits - Employee Benefits	\$204,829.00
Contract Srvs - Contractual Services	\$45,250.00
Supplies Matrls - Supplies and Materials	\$43,500.00
Utilities - Utilities	\$5,500.00
Capital Outlay - Capital Outlay	\$56,750.00
Sub Department Total: Reservoir	\$709,150.00
Department Total: Clearfork	\$1,120,509.00
Department: 38 Water	
Sub Department: 27 Seasonal	
Personal Srvs - Personal Services	\$12,000.00
Empl Benefits - Employee Benefits	\$1,854.00
Sub Department Total: Seasonal	\$13,854.00
Sub Department: 42 Repair	
Personal Srvs - Personal Services	\$1,268,842.00
Empl Benefits - Employee Benefits	\$829,367.00

City of Mansfield, Ohio 2021 Temporary Budget

Fund / Department / Classification	Budget Amount
Contract Svcs - Contractual Services	\$135,260.00
Supplies Matr's - Supplies and Materials	\$479,800.00
Utilities - Utilities	\$22,000.00
Capital Outlay - Capital Outlay	\$320,000.00
Transfers Out - Transfers Out	\$0.00
Sub Department Total: Repair	\$3,055,269.00
Sub Department: 43 Treatment Plant	
Personal Svcs - Personal Services	\$685,261.00
Emply Benefits - Employee Benefits	\$406,365.00
Contract Svcs - Contractual Services	\$885,264.00
Supplies Matr's - Supplies and Materials	\$1,035,900.00
Utilities - Utilities	\$595,000.00
Capital Outlay - Capital Outlay	\$441,500.00
Other Charges - Other Charges	\$0.00
Transfers Out - Transfers Out	\$0.00
Sub Department Total: Treatment Plant	\$4,049,290.00
Department Total: Water	\$7,118,413.00
Department: 99 Non-Departmental	
Sub Department: 99 Expenditures	
Emply Benefits - Employee Benefits	\$5,000.00
Contract Svcs - Contractual Services	\$652,000.00
Capital Outlay - Capital Outlay	\$1,116,713.00
Other Charges - Other Charges	\$30,000.00
Debt Service - Debt Service	\$61,414.00
Transfers Out - Transfers Out	\$3,001,369.00
Sub Department Total: Expenditures	\$4,866,496.00
Department Total: Non-Departmental	\$4,866,496.00
Fund Total: Water Fund	\$13,105,418.00
<u>Fund: 503 Sewer Fund</u>	
Department: 43 Sewer	
Sub Department: 27 Seasonal	
Personal Svcs - Personal Services	\$6,000.00
Emply Benefits - Employee Benefits	\$927.00
Sub Department Total: Seasonal	\$6,927.00
Sub Department: 42 Repair	
Personal Svcs - Personal Services	\$1,287,058.00
Emply Benefits - Employee Benefits	\$895,580.00
Contract Svcs - Contractual Services	\$180,060.00
Supplies Matr's - Supplies and Materials	\$361,500.00
Utilities - Utilities	\$25,000.00
Capital Outlay - Capital Outlay	\$310,000.00

City of Mansfield, Ohio 2021 Temporary Budget

Fund / Department / Classification	Budget Amount
Transfers Out - Transfers Out	\$0.00
Sub Department Total: Repair	\$3,059,198.00
Sub Department: 43 Treatment Plant	
Personal Svcs - Personal Services	\$931,602.00
Emply Benefits - Employee Benefits	\$626,645.00
Contract Svcs - Contractual Services	\$764,900.00
Supplies MatrIs - Supplies and Materials	\$607,200.00
Utilities - Utilities	\$570,000.00
Capital Outlay - Capital Outlay	\$266,000.00
Other Charges - Other Charges	\$0.00
Transfers Out - Transfers Out	\$0.00
Sub Department Total: Treatment Plant	\$3,766,347.00
Department Total: Sewer	\$6,832,472.00
Department: 99 Non-Departmental	
Sub Department: 99 Expenditures	
Emply Benefits - Employee Benefits	\$5,000.00
Contract Svcs - Contractual Services	\$1,993,000.00
Capital Outlay - Capital Outlay	\$4,200,000.00
Other Charges - Other Charges	\$45,000.00
Debt Service - Debt Service	\$119,340.00
Transfers Out - Transfers Out	\$4,473,866.00
Sub Department Total: Expenditures	\$10,836,206.00
Department Total: Non-Departmental	\$10,836,206.00
Fund Total: Sewer Fund	\$17,668,678.00
<u>Fund: 604 Airport Fund</u>	
Department: 48 Airport	
Sub Department: 01 Operations	
Personal Svcs - Personal Services	\$255,003.00
Emply Benefits - Employee Benefits	\$173,431.00
Contract Svcs - Contractual Services	\$130,650.00
Supplies MatrIs - Supplies and Materials	\$77,250.00
Utilities - Utilities	\$42,000.00
Capital Outlay - Capital Outlay	\$0.00
Other Charges - Other Charges	\$6,000.00
Transfers Out - Transfers Out	\$95,868.00
Sub Department Total: Operations	\$780,202.00
Department Total: Airport	\$780,202.00
Fund Total: Airport Fund	\$780,202.00
<u>Fund: 601 Garage Operating</u>	

City of Mansfield, Ohio 2021 Temporary Budget

Fund / Department / Classification	Budget Amount
Department: 50 Repair Garage	
Sub Department: 01 Operations	
Personal Svcs - Personal Services	\$375,591.00
Emply Benefits - Employee Benefits	\$266,540.00
Contract Svcs - Contractual Services	\$99,900.00
Supplies Matrfs - Supplies and Materials	\$608,800.00
Utilities - Utilities	\$20,000.00
Capital Outlay - Capital Outlay	\$0.00
Transfers Out - Transfers Out	\$141,251.00
Sub Department Total: Operations	\$1,512,082.00
Department Total: Repair Garage	\$1,512,082.00
Fund Total: Garage Operating	\$1,512,082.00
<u>Fund: 602 Information Technology</u>	
Department: 54 Information Technology	
Sub Department: 01 Operations	
Personal Svcs - Personal Services	\$170,635.00
Emply Benefits - Employee Benefits	\$134,550.00
Contract Svcs - Contractual Services	\$313,450.00
Supplies Matrfs - Supplies and Materials	\$7,700.00
Capital Outlay - Capital Outlay	\$0.00
Other Charges - Other Charges	\$0.00
Debt Service - Debt Service	\$99,149.00
Transfers Out - Transfers Out	\$59,541.00
Sub Department Total: Operations	\$785,025.00
Department Total: Information Technology	\$785,025.00
Fund Total: Information Technology	\$785,025.00
<u>Fund: 603 Utility Collections</u>	
Department: 52 Utility Collections	
Sub Department: 01 Operations	
Personal Svcs - Personal Services	\$752,906.00
Emply Benefits - Employee Benefits	\$547,452.00
Contract Svcs - Contractual Services	\$416,305.00
Supplies Matrfs - Supplies and Materials	\$136,275.00
Utilities - Utilities	\$12,500.00
Capital Outlay - Capital Outlay	\$0.00
Other Charges - Other Charges	\$0.00
Transfers Out - Transfers Out	\$279,524.00
Sub Department Total: Operations	\$2,144,962.00
Department Total: Utility Collections	\$2,144,962.00
Fund Total: Utility Collections	\$2,144,962.00

City of Mansfield, Ohio 2021 Temporary Budget

Fund / Department / Classification	Budget Amount
<u>Fund: 606 Health Insurance</u>	
Department: 99 Non-Departmental	
Sub Department: 01 Operations	
Contract Svcs - Contractual Services	\$11,498,588.00
Other Charges - Other Charges	\$0.00
Sub Department Total: Operations	\$11,498,588.00
Department Total: Non-Departmental	\$11,498,588.00
Fund Total: Health Insurance	\$11,498,588.00
<u>Fund: 607 Property/Liability Insurance</u>	
Department: 99 Non-Departmental	
Sub Department: 01 Operations	
Contract Svcs - Contractual Services	\$535,000.00
Sub Department Total: Operations	\$535,000.00
Department Total: Non-Departmental	\$535,000.00
Fund Total: Property/Liability Insurance	\$535,000.00
<u>Fund: 608 Workers' Compensation</u>	
Department: 99 Non-Departmental	
Sub Department: 01 Operations	
Contract Svcs - Contractual Services	\$595,069.00
Supplies Matrls - Supplies and Materials	\$5,062.00
Other Charges - Other Charges	\$76,567.00
Sub Department Total: Operations	\$676,698.00
Department Total: Non-Departmental	\$676,698.00
Fund Total: Workers' Compensation	\$676,698.00
<u>Fund: 702 Sub-Division Fees</u>	
Department: 99 Non-Departmental	
Sub Department: 01 Operations	
Other Charges - Other Charges	\$0.00
Sub Department Total: Operations	\$0.00
Department Total: Non-Departmental	\$0.00
Fund Total: Sub-Division Fees	\$0.00
<u>Fund: 703 Unclaimed Money</u>	
Department: 99 Non-Departmental	
Sub Department: 01 Operations	
Other Charges - Other Charges	\$10,000.00
Sub Department Total: Operations	\$10,000.00

City of Mansfield, Ohio 2021 Temporary Budget

Fund / Department / Classification	Budget Amount
Department Total: Non-Departmental	\$10,000.00
Fund Total: Unclaimed Money	\$10,000.00
 <u>Fund: 707 Adopt-A-Park</u>	
Department: 18 Parks & Recreation	
Sub Department: 01 Operations	
Other Charges - Other Charges	\$15,000.00
Sub Department Total: Operations	\$15,000.00
Department Total: Parks & Recreation	\$15,000.00
 Fund Total: Adopt-A-Park	 \$15,000.00
 <u>Fund: 708 Safety Town</u>	
Department: 15 Police	
Sub Department: 01 Operations	
Personal Svcs - Personal Services	\$10,116.00
Emply Benefits - Employee Benefits	\$1,779.00
Contract Svcs - Contractual Services	\$0.00
Supplies Matr's - Supplies and Materials	\$800.00
Capital Outlay - Capital Outlay	\$0.00
Other Charges - Other Charges	\$0.00
Transfers Out - Transfers Out	\$0.00
Sub Department Total: Operations	\$12,695.00
Department Total: Police	\$12,695.00
 Fund Total: Safety Town	 \$12,695.00
 <u>Fund: 710 Shade Tree Commission</u>	
Department: 99 Non-Departmental	
Sub Department: 01 Operations	
Supplies Matr's - Supplies and Materials	\$2,000.00
Other Charges - Other Charges	\$0.00
Sub Department Total: Operations	\$2,000.00
Department Total: Non-Departmental	\$2,000.00
 Fund Total: Shade Tree Commission	 \$2,000.00
 <u>Fund: 802 OSP Fines/Law Library</u>	
Department: 99 Non-Departmental	
Sub Department: 01 Operations	
Other Charges - Other Charges	\$85,000.00
Sub Department Total: Operations	\$85,000.00
Department Total: Non-Departmental	\$85,000.00

City of Mansfield, Ohio 2021 Temporary Budget

Fund / Department / Classification	Budget Amount
Fund Total: OSP Fines/Law Library	\$85,000.00
 <u>Fund: 803 Sewer/Street Opening</u>	
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
 Fund Total: Sewer/Street Opening	 \$50,000.00
 <u>Fund: 805 Building Security</u>	
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
 Fund Total: Building Security	 \$150,000.00
 <u>Fund: 808 Transient Occupancy Tax</u>	
Department: 99 Non-Departmental	
Sub Department: 01 Operations	
Other Charges - Other Charges	\$82,500.00
Transfers Out - Transfers Out	\$82,500.00
Sub Department Total: Operations	\$165,000.00
Department Total: Non-Departmental	\$165,000.00
 Fund Total: Transient Occupancy Tax	 \$165,000.00
 <u>Fund: 811 Board of Building Standards</u>	
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
 Fund Total: Board of Building Standards	 \$7,000.00
 <u>Fund: 812 Utility Deposits</u>	
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

City of Mansfield, Ohio 2021 Temporary Budget

Fund / Department / Classification	Budget Amount
Fund Total: Utility Deposits	\$0.00
<u>Fund: 813 Demolition Appeal Bond Fund</u>	
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
Fund Total: Demolition Appeal Bond Fund	\$100,000.00
<u>Fund: 814 Flexible Spending Account (FSA)</u>	
Department: 99 Non-Departmental	
Sub Department: 01 Operations	
Other Charges - Other Charges	\$86,000.00
Sub Department Total: Operations	\$86,000.00
Department Total: Non-Departmental	\$86,000.00
Fund Total: Flexible Spending Account (FSA)	\$86,000.00
Net Grand Totals:	\$ 175,214,568.00

BY: MR. SCOTT

Establishing Standing Committees of Council, designating membership thereon for the term commencing January 1, 2021, and expiring December 31, 2021, and declaring an emergency.

WHEREAS, Council believes it necessary and essential to an orderly manner of conducting the legislative responsibilities of Council that certain standing committees of Council be established to commence January 1, 2021, and

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

SECTION 1. That the following standing committees of Council be, and the same are hereby, established for the term commencing January 1, 2021, and expiring December 31, 2021, with membership and position thereon as indicated:

STANDING COMMITTEES OF COUNCIL			
COMMITTEE	CHAIRMAN	VICE CHAIRMAN	MEMBER(S)
AIRPORT	Scott	Meier	Falquette
CLAIMS	Falquette	Lawrence	Burns
ECONOMIC DEVELOPMENT	Davenport	Moton	Burns
EMPLOYEE RELATIONS	Moton	Scott	Meier
FINANCE & AUDIT	Van Harlingen	Davenport	Lawrence
MUNICIPAL & PUBLIC UTILITIES	Lawrence	Van Harlingen	Scott
PARKS & RECREATION	Meier	Davenport	Moton
PUBLIC AFFAIRS	Davenport	Lawrence	Van Harlingen
RULES	Burns	Lawrence	Falquette
SAFETY	Scott	Meier	Davenport
STREETS & TRAFFIC	Lawrence	Van Harlingen	Meier
ZONING	Meier	Van Harlingen	Moton

BY: MR. FALQUETTE

Authorizing partial payment of the claim of Timber Valley Ranch of P.O. Box 820895 North Ranch TX., 76182 and declaring an emergency.

WHEREAS, upon investigation by City employees and others and discussions and negotiations with the claimant, the Claims Committee of City Council has recommended payment of the claimed loss upon the terms hereinafter set forth.

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

SECTION 1. That the Finance Director be, and she is hereby, authorized to draw her warrant on Fund Account 101-006-651.30-07 (Claims Against the City) in favor of Timber Valley Ranch Properties LLC in the sum of Four Thousand Nine Hundred Twenty-five dollars and Fifty-three cents (\$4,925.53) which shall constitute a full and complete satisfaction for any and all claims and damages which said Timber Valley Ranch Properties and its heirs, administrators, executors, successors, subsidiaries, owners, agents, or assigns ever had, now have, or may hereafter have against the City of Mansfield for the damage to its property relating to an issue with City of Mansfield firefighters responding to an emergency call at 30 Winchester Road on or about June 23, 2020.

SECTION 2. That receipt of such draft of the City shall be conditioned upon execution of a full release from liability from any and all claims and damage which the claimant, its heirs, administrators, executors, successors, subsidiaries, owners, agents, or assigns ever had, now have, or may hereafter have against the City of Mansfield for damage, injury or loss to person or property caused as indicated in Section 1 above.

SECTION 3. That a copy of this Ordinance shall be served upon the claimant at the time of the delivery of said warrant.

SECTION 4. That by reason of the immediate need to expedite payment in order to complete settlement of this claim, this measure is determined to be an emergency Ordinance for the immediate preservation of the public peace, health, safety and welfare of the City of Mansfield and its inhabitants and providing it receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its adoption, otherwise from and after the earliest time allowed by law, after its passage and approval by the Mayor.

Caucus 1 December 2020
1st Reading 1 December 2020
2nd Reading _____
PASSED 1 December 2020

SIGNED /s/ Cliff Mears
President of Council

ATTEST /s/ Amy L. Yockey
Clerk of Council

APPROVED /s/ Timothy Theaker
Mayor

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

BY: MR. VANHARLINGEN

Declaring the remains of a designated dwelling (142 West Sixth Street and 142 West Sixth Street-rear) 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 single-family residential structure with severe structural damage and a rear single-family residential structure located on the premises described in Section 2 hereinafter are insecure, unsafe, structurally defective and dangerous to life and other property by reason of its hazardous and unsound condition, unsound and unsafe walls, floors, foundation and ceilings, and by reason of want of repair, age and 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:

Parcel One: Situated in the City of Mansfield, County of Richland and State of Ohio: being a part of Inlot Number One Thousand Fifty-Six (#1056) of the consecutive numbers of Inlots in said City.

Parcel Two: Situated in the City of Mansfield, County of Richland and State of Ohio: being the North half of the East part of Lot Number One Thousand Fifty-Six (#1056) of the consecutively numbered Lots in said City of Mansfield as appears at Plats.

BILL #20-258

ORDINANCE # _____

BY: MR. VANHARLINGEN

Declaring the remains of a designated dwelling (177 South Diamond 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 aluminum-sided residential dwelling with severe structural damage 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 more fully described as Lot Number 430 (W Part) of the consecutively numbered lots in said City, as in the Richland County Plat Records.

Parcel Number: 027-06-127-07-000
Owner: James Prichard and Unknown Spouse
Address: 177 South Diamond 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,

BILL #20-259

ORDINANCE # _____

BY: MR. VANHARLINGEN

Declaring the remains of a designated dwelling (222 Sixth 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 one-story residential dwelling with severe structural damage 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 Twenty Thousand Six Hundred Forty-nine (#20649) of the consecutive numbers of lots in said City as recorded in Plat Book 23, Page 25 (formerly Lot #108 in Brookline Allotment as recorded in Plat Book 11, Page 5).

Parcel Number: 028-90-085-07-000
Owner: Michael E. Scheurer and Unknown Spouse
Address: 222 Sixth 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

BILL #20-260

ORDINANCE # _____

BY: MR. VANHARLINGEN

Declaring the remains of a designated dwelling (291 West Sixth 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 aluminum sided, residential dwelling with severe structural damage 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 Two Thousand Ninety-three (#2993), City of Mansfield, Richland County, Ohio, as the same is numbered and delineated upon the recorded plat thereof, of record in plat book 4, page 39, recorder's office, Richland County, Ohio.

Parcel Number: 027-04-102-01-000
Owner: Stan Cataland and Unknown Spouse
Address: 291 West Sixth 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

BILL #20-261

ORDINANCE # _____

BY: MR. VANHARLINGEN

Declaring the remains of a designated dwelling (332–334 West Third 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 brick duplex residential structure with detached garage damage 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: being lot number One Thousand Seven Hundred Thirty-three (#1733) in J.C. Venum addition, as the same is numbered and delineated upon the recorded plat thereof, of record in Plat Book 2, #3, Page 24, Recorder's Office.

Parcel Number: 027-03-117-14-000
Owner: Thomas E. Miller and Unknown Spouse
Address: 332–334 West Third 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 1 December 2020
1st Reading 1 December 2020
2nd Reading _____
PASSED 1 December 2020

SIGNED /s/ Cliff Mears
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: MR. VANHARLINGEN

Declaring the remains of a designated dwelling (417 Tremont 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 one-story, single-family residential structure with severe structural damage with an attached 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: being known as lot No. Five Thousand Ninety-nine (#5099) of the regular and consecutively numbered lots in the said city of Mansfield, Ohio as found in plat volume 6, page 11 of Richland County Plat Records.

Parcel Number: 027-04-121-13-000
Owner: Pauline and Bruce Kochheiser
Address: 417 Tremont 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

BILL #20-263

ORDINANCE # _____

BY: MR. VANHARLINGEN

Declaring the remains of a designated dwelling (429 Burns 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, aluminum-sided, residential dwelling with severe structural damage 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: Being the west 55 feet of lot number One Thousand Nine Hundred Forty-two (1942) of the consecutively numbered lots as shown at Volume 3, Page 3 of Plats.

Parcel Number: 027-04-264-10-000
Owner: Daveta L. Dennis and Unknown Spouse
Address: 429 Burns 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

BILL #20-264

ORDINANCE # _____

BY: MR. VANHARLINGEN

Declaring the remains of a designated dwelling with severe fire damage (1094 Seminole 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 family brick sided residential house severely damaged by fire 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 severe fire damage; 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:

Parcel #1: Situated in the City of Mansfield, County of Richland & State of Ohio: Being Lot Nineteen Thousand Three Hundred Twenty-eight (#19328) of the Consecutively numbered lots (fka #1 In Block #107 in Wald & Duffey's Broadview Park Allotment, being a Part of the NE X of Section 18, Township 21, Range 18, As recorded in Volume 13, Page 18 of Plats) in said City.

Parcel #2: Situated in the City of Mansfield, County of Richland & State of Ohio: Being Lot Nineteen Thousand Three Hundred Twenty-eight (#19329) of the consecutively numbered lots (fka #2 in Block #107 in Waid & Duffey's Broadview Park Allotment as recorded in Plat Book 13, Page 18) in said City.

BILL #20-265

ORDINANCE # _____

BY: MR. VANHARLINGEN

Declaring the remains of a designated dwelling (559 North Mulberry 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 single-family residential structure with severe structural damage 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: Being known as a part of Out-lot #5.

Parcel Number: 027-04-113-12-000

Owner: Michael Barretta

Address: 559 North Mulberry 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 1 December 2020
1st Reading 1 December 2020
2nd Reading _____
PASSED 1 December 2020

SIGNED /s/ Cliff Mears
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

CONSENT LEGISLATION

By: MR. LAWRENCE
Bill # 20-266

Ordinance/Resolution No. _____

PID No. 108034

Project Name RIC US 0030 08.73

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

SECTION I - Project Description

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

To perform bridge rehabilitation on US Route 0030 at SLM 08.73 under Home Road in the City of Mansfield in Richland County.

This project is currently scheduled to be constructed in the summer of 2025.

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

SECTION II - Consent Statement

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

SECTION III - Cooperation Statement

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

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

SECTION IV - Maintenance

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

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

SECTION V – Utilities and Right-of-Way Statement

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

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

SECTION VI - Authority to Sign

The _____ of said City of Mansfield is hereby empowered on behalf
(Contractual Agent)

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

Passed: _____, 202 ____.
(Date)

Attested: _____
(Clerk) (Officer of City - title)

Attested: _____
(Title) (Mayor)

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

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

I, _____, as Clerk of the City of Mansfield of Richland County, Ohio,

Do hereby certify that the foregoing is a true and correct copy of _____ adopted by
(Ordinance/Resolution)
the legislative Authority of the said City of Mansfield on this ____ day of _____, 202__,
that the publication of such _____ has been made and certified of record according to
(Ordinance/Resolution)
law; that no proceedings looking to a referendum upon such _____ have been taken;
(Ordinance/Resolution)
and that such _____ and certificate of publication thereof are of record in
(Ordinance/Resolution)
_____, Page _____.
(Ordinance/Resolution)

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, if applicable, this ____ day of _____, 202__.

Clerk Signature
City of Mansfield of Richland County, Ohio.

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

For the City of Mansfield of Richland County, Ohio

Attest: _____, Date _____
Contractual Officer

For the State of Ohio

Attest: _____, Date _____
Director, Ohio Department of Transportation

CONSENT LEGISLATION

By: MR. LAWRENCE
Bill # 20-267

Ordinance/Resolution No. _____

PID No. 107727

Project Name RIC SR 0039 11.14

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

SECTION I - Project Description

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

To perform a culvert rehabilitation on State Route 0039 at SLM 11.14 which is southeast of Leppo Road with in the City of Mansfield in Richland County.

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

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

SECTION II - Consent Statement

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

SECTION III - Cooperation Statement

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

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

SECTION IV - Maintenance

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

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

SECTION V – Utilities and Right-of-Way Statement

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

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

SECTION VI - Authority to Sign

The _____ of said City of Mansfield is hereby empowered on behalf
(Contractual Agent)

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

Passed: _____, 202____.
(Date)

Attested: _____
(Clerk) (Officer of City - title)

Attested: _____
(Title) (Mayor)

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

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

I, _____, as Clerk of the *City of Mansfield of Richland County, Ohio*,

Do hereby certify that the foregoing is a true and correct copy of _____ adopted by
(Ordinance/Resolution)
the legislative Authority of the said *City of Mansfield* on this ____ day of _____, 202__.

that the publication of such _____ has been made and certified of record according to
(Ordinance/Resolution)

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

and that such _____ and certificate of publication thereof are of record in
(Ordinance/Resolution)

_____, Page _____.
(Ordinance/Resolution)

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, if applicable, this ____ day of _____, 202__.

Clerk Signature
City of Mansfield of Richland County, Ohio.

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

For the *City of Mansfield of Richland County, Ohio*

Attest: _____, Date _____
Contractual Officer

For the State of Ohio

Attest: _____, Date _____
Director, Ohio Department of Transportation

PRELIMINARY LEGISLATION

By: MR. LAWRENCE
Bill # 20-268

Ordinance/Resolution No. _____

Project Name: PID No.103717
RIC SR 0309 06.40

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

SECTION I - Project Description

WHEREAS, the State has identified the need for the described project:
Resurfacing Urban Paving City of Mansfield: RIC-309-8.73 (Mansfield Corp) to 9.30 (end at US30)

Construction is tentatively scheduled to begin in June of 2021.

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

SECTION II - Consent Statement

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

SECTION III - Cooperation Statement

The City shall cooperate with the Director of Transportation, for the portion of this project within the Mansfield Corporation limit, as follows:

- 1) *ODOT agrees to assume and bear one hundred percent (100%) of the preliminary engineering costs, and environmental studies costs.*
- 2) *ODOT agrees to assume and bear eighty percent (80%) of the roadway construction and construction engineering costs;*
- 3) *The City agrees to assume and bear twenty percent (20%) of the roadway construction and construction engineering costs;*

PID No. 103717
Project Name: RIC SR 0309 06.40

SECTION III - Cooperation Statement continued.

- 4) *ODOT and the City agree that the following roadway construction items are eligible for 80% ODOT/20% City funding: Pavement planing, asphalt overlay, treatment of shoulder, height adjustment to existing guardrail, pavement markings, temporary and fast dry, adjustments to catch basins, manholes, valve boxes, etc., mailbox supports & approaches, and work zone signs.*
- 5) *ODOT agrees to assume and bear one hundred percent (100%) of the bridge related costs.*
- 6) *The City further agrees to pay One Hundred Percent (100%) of the cost of the following construction items: Curbs, curb ramps, sidewalks, city owned signs, guardrail- replacement of deficient existing & required new locations, and those items requested by the City which are determined to be unnecessary by the State or Federal Highway Administration for the intent of this project.*
- 7) *The City further agrees to pay Ten Percent (10%) of the cost of the following construction items: Pavement repair partial & full depth.*
- 8) *The Richland County Regional Planning Commission further agrees to pay Ninety Percent (90%) of the cost of the following construction items: Pavement repair partial & full depth.*
- 9) *A preliminary cost estimate for the city's share of this project is \$75,000 for construction costs and \$5,000 for construction engineering (inspection).*

SECTION IV - Maintenance

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

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

PID No. 103717
Project Name: RIC SR 0309 06.40

SECTION V – Utilities and Right-of-Way Statement

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

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

Passed: _____, 20____.
(Date)

Attested: _____
(Clerk) (Officer of City - title)

Attested: _____
(Title) (President of Council)

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

Project Name: PID No. 103717
RIC SR 0309 06.40

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

I, _____, as Clerk of the City of Mansfield of Richland County, Ohio,
Do hereby certify that the foregoing is a true and correct copy of _____ adopted by
the legislative Authority of the said City of Mansfield on this _____ day of _____, 20____,
(Ordinance/Resolution)
that the publication of such _____ has been made and certified of record according to
(Ordinance/Resolution)
law; that no proceedings looking to a referendum upon such _____ have been taken;
(Ordinance/Resolution)
and that such _____ and certificate of publication thereof are of record in
(Ordinance/Resolution)
_____, Page _____.
(Ordinance/Resolution)

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official
seal, if applicable, this _____ day of _____, 20____,

(SEAL)
(If Applicable)

Clerk Signature
City of Mansfield of Richland County, Ohio.

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

For the City of Mansfield of Richland County, Ohio

Attest: _____, Date _____
Contractual Officer

For the State of Ohio

Attest: _____, Date _____
Director, Ohio Department of Transportation

PRELIMINARY LEGISLATION

By: MR. LAWRENCE
Bill # 20-269

Ordinance/Resolution No. _____
Project Name: PID No.101447
RIC US 0042 11.66

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

SECTION I - Project Description

WHEREAS, the State has identified the need for the described project:
Resurfacing-Urban Paving City of Mansfield
RIC US 42 11.66 (Park Ave (Pavement Jnt.)) to 13.13 (Mansfield Corp)

Construction is tentatively scheduled to begin in June of 2021.

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

SECTION II - Consent Statement

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

SECTION III - Cooperation Statement

The City shall cooperate with the Director of Transportation, for the portion of this project within the Mansfield Corporation limit, as follows:

- 1) *ODOT agrees to assume and bear one hundred percent (100%) of the preliminary engineering costs, and environmental studies costs.*
- 2) *ODOT agrees to assume and bear eighty percent (80%) of the roadway construction and construction engineering costs;*
- 3) *The City agrees to assume and bear twenty percent (20%) of the roadway construction and construction engineering costs;*

SECTION III - Cooperation Statement continued.

- 4) *ODOT and the City agree that the following roadway construction items are eligible for 80% ODOT/20% City funding: Pavement planing, asphalt overlay, treatment of shoulder, height adjustment to existing guardrail, pavement markings, temporary and fast dry, adjustments to catch basins, manholes, valve boxes, etc.; mailbox supports & approaches, and work zone signs.*
- 5) *ODOT agrees to assume and bear one hundred percent (100%) of the bridge related costs.*
- 6) *The City further agrees to pay One Hundred Percent (100%) of the cost of the following construction items: Pavement repair partial & full depth, curbs, curb ramps, sidewalks, city owned signs, guardrail- replacement of deficient existing & required new locations, and those items requested by the City which are determined to be unnecessary by the State or Federal Highway Administration for the intent of this project.*
- 7) *A preliminary cost estimate for the city's share of this project is \$225,000 for construction costs and \$10,000 for construction engineering (inspection).*

SECTION IV - Maintenance

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

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

Project Name: PID No. 101447
RIC US 0042 11.66

SECTION V – Utilities and Right-of-Way Statement

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

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

Passed: _____, 20____.
(Date)

Attested: _____
(Clerk) (Officer of City - title)

Attested: _____
(Title) (President of Council)

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

Project Name: PID No. 101447
RIC US 0042 11.66

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

I, _____, as Clerk of the City of Mansfield of Richland County, Ohio,

Do hereby certify that the foregoing is a true and correct copy of _____ adopted by
(Ordinance/Resolution)
the legislative Authority of the said City of Mansfield on this ____ day of _____, 20 __,
that the publication of such _____ has been made and certified of record according to
(Ordinance/Resolution)
law; that no proceedings looking to a referendum upon such _____ have been taken;
(Ordinance/Resolution)

and that such _____ and certificate of publication thereof are of record in
(Ordinance/Resolution)

_____, Page _____,
(Ordinance/Resolution)

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official
seal, if applicable, this ____ day of _____, 20 __,

(SEAL)
(If Applicable)

Clerk Signature
City of Mansfield of Richland County, Ohio.

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

For the City of Mansfield of Richland County, Ohio

Attest: _____, Date _____
Contractual Officer

For the State of Ohio

Attest: _____, Date _____
Director, Ohio Department of Transportation

BILL #20-270

RESOLUTION # _____

BY: MR. VAN HARLINGEN

Expressing the intent of the City of Mansfield to sell unneeded, obsolete and unfit personal property by means of Internet Auction, and authorizing the Safety-Service Director to list such property for sale with GovDeals, Inc., and declaring an emergency.

WHEREAS, through the adoption of Ordinance #04-090, passed May 4, 2004, this Council authorized the sale of unneeded, obsolete and unfit personal property belonging to the City to be sold by means of Internet Auction, and

WHEREAS, through the adoption of Ordinance #04-091, passed May 4, 2004, this Council authorized the City of Mansfield to enter into a contract with GovDeals, Inc., 100 Capital Commerce Blvd #110, Montgomery Alabama 36117 (telephone: 800-613-0156) to provide a means for the sale of surplus, unneeded, obsolete and unfit personal property by means of an Internet-based auction system, which contract has been automatically extended and is still in effect, and

WHEREAS, since 2004, the City has continued to sell its unneeded, obsolete and unfit personal property by means of an Internet Auction conducted under contract with Gov Deals, Inc., and

WHEREAS, this Council has been advised that various departments and divisions throughout the City currently have surplus, unneeded, obsolete and unfit personal property and some forfeited and abandoned property belonging to the City that can be sold via an Internet Auction, and

WHEREAS, this Council finds that it would be in the best economical interest of the City that an Internet Auction of such personal property take place and that such auction should continue to be done by means of the contract with Gov Deals, Inc.

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

SECTION 1. That the City has unneeded, obsolete and unfit personal property, including some forfeited and abandoned property, belonging to the City of Mansfield that can and should be disposed of by means of an Internet Auction, and the Safety-Service Director be, and she is hereby, authorized to list such personal property for sale with GovDeals, Inc, with the terms and conditions for such sales being established in Exhibit "A" as attached hereto and made a part hereof.

Exhibit "A"
To Bill# 20-270

City of Mansfield Ohio

Online Sales-Terms and Conditions

All bidders and other participants of this auction agree that they have read and fully understand these terms and agree to be bound thereby.

Guaranty Waiver. All property is offered for sale "AS IS, WHERE IS." (Seller) makes no warranty, guaranty or representation of any kind, expressed or implied, as to the merchantability or fitness for any purpose of the property offered for sale. Please note that upon removal of the property, all sales are final.

Description Warranty. Seller warrants to the Buyer that the property offered for sale will conform to its description. Any claim for misdescription must be made prior to removal of the property. If Seller confirms that the property does not conform to the description, Seller will keep the property and refund any money paid. The liability of the seller shall not exceed the actual purchase price of the property.

Personal and Property Risk. Persons attending during exhibition, sale, or removal of goods assume all risks of damage of or loss to person and property and specifically release seller and GovDeals Inc. from liability therefore.

Inspection. Most items offered for sale are used and may contain defects not immediately detectable. Bidders may inspect the property prior to bidding. Inspection is by appointment only. Please see the contact below to schedule an inspection.

Consideration of Bid. City of Mansfield reserves the right to reject any and all bids and to withdraw from sale any of the items listed.

Buyer's Certificate. Successful bidders will receive a Buyer's Certificate by email from GovDeals Inc.

Payment. Payment in full is due not later than five (5) business days from the time and date of the Buyer's Certificate. GovDeals will collect all payments including the "Buyer's Premium" through PayPal, credit card, or wire transfer. These are the only means of payment and the City will not collect any payments directly from the winning bidder. The Buyer's Premium is 7.5%

TAX EXEMPTION: Where taxes are applicable (see the Buyer's Certificate), Tax Exempt documents must be provided to this seller within 24 hours of the auctions close and before payment is made. Please see the contact below for any questions.

Escrow Payment. When the purchase price (of a single item or the aggregate purchase price of multiple items) totals Five Thousand Dollars (\$5,000.00) or greater, seller may require a down payment from the winning Buyer. This non-refundable fee will be Twenty percent (20%) of the total purchase price. When Seller exercises this option, Buyer will have forty-eight (48) hours from the time of issuance of the Buyer's Certificate to comply with this requirement.

If Buyer fails to comply with this requirement within the stated time frame, Seller can declare Buyer in default, bar them from further bidding and have them removed from the GovDeals, Inc. system. If Buyer is in default, Seller may negotiate with the next closest bidder, re-list at another auction and/or pursue all legal proceedings. All monies collected in escrow will be deducted from total monies due at time of final payment.

Removal. All items must be removed within ten (10) business days from the time and date of issuance of the Buyer's Certificate. Purchases will be released only upon receipt of payment as specified. Successful bidders are responsible for loading and removal of any and all property awarded to them from the place where the property is located as indicated on the website and in the Buyer's Certificate. Buyer will make all arrangements and perform all work necessary, including packing, loading and

Transportation of the property. Under no circumstances will City of Mansfield assume responsibility for packing, loading or shipping. Buyer must call to schedule a time to pick up property between the hours of 8:00am and 3:00pm, Monday through Friday, excluding legal holidays. For additional information please contact Amy Yockey or Vanessa Gingerich at 419-755-9680 to schedule an inspection. Bidders may also fax 419-755-9405 or email auctioninfo@ci.mansfield.oh.us. A daily storage fee of \$10.00 may be charged for any item not removed within the 10 business days allowed and stated on the Buyer's Certificate.

Vehicle Titles. Seller will issue a title or certificate upon receipt of payment. Titles may be subject to any restrictions as indicated in the item description on the website. Open titles cannot be issued. City of Mansfield will not issue replacement titles.

Default. Default shall include: (a) Failure to observe these terms and conditions; (b) Failure to make good and timely payment; or (c) Failure to remove all items within the specified time. Default may result in termination of the contract and suspension from participation in all future sales until the default has been cured. If Buyer fails in the performance of their obligations, Seller may exercise such rights and may pursue such remedies as are provided by law. Seller reserves the right to reclaim and resell all items not removed by Buyer thirty (30) days from the expiration of specified removal date.

Acceptance of Terms and Conditions. By submitting a bid, the bidder agrees that they have read, fully understand and accept these Terms and Conditions of Online Sales, and agrees to pay for and remove the property, if the bid is accepted, by the dates and times specified. These Terms and Conditions are displayed at the top of each page of each items listed on GovDeals, Inc.

State, Local Sales and/or Use Tax. Buyers may be subject to payment of State and/or Local sales and/or use tax. Buyers are responsible for contacting the appropriate tax office, completing any forms, and paying any taxes that may be imposed.

Sale to Employees. Employees of the City of Mansfield may bid on the property listed for auction so long as they do not bid while on duty.

BILL #20-271

ORDINANCE # _____

BY: MR. LAWRENCE

Declaring the intent to participate in the improvement of a portion of Home Road in cooperation with the City of Ontario.

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

SECTION 1. That it is hereby declared to be the intent of the City of Mansfield to cooperate on a cost sharing basis with the City of Ontario in the resurfacing of a portion of Home Road from Park Avenue West to Walker Lake Road.

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

Caucus 1 December 2020
1st Reading 1 December 2020
2nd Reading _____
PASSED 1 December 2020

SIGNED /s/ Cliff Mears
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 #20-272

ORDINANCE # _____

BY: MR. VAN HARLINGEN

Authorizing the Public Works Director to purchase one (1) New Holland B95C tractor, loader, backhoe from Akron Tractor & Equipment Co., through the State Term Schedule and without competitive bidding, for the Water Repair Department, 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 he is hereby, authorized to purchase, one (1) New Holland B95C tractor, loader, backhoe from Akron Tractor & Equipment Co., through the State Term Schedule and without competitive bidding, (1309 Collier Road, Akron, OH 44320) at a cost not to exceed \$91,474.00 (ninety-one thousand four-hundred-seventy-four and 00/100 dollars).

SECTION 2. That the total cost of the equipment and/or vehicles to be purchased under Sections 1 hereof shall be paid from the Water Fund (#502), Water Repair (502.38.42), Capital Outlay Classification.

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

Caucus 1 December 2020
1st Reading 1 December 2020
2nd Reading _____
PASSED 1 December 2020

SIGNED /s/ Cliff Mears
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: MR. VAN HARLINGEN

Authorizing the Public Works Director to purchase two (2) 2021 Ford F-250 utility pickup trucks for the Water Repair Department from Middletown Ford, through the state bidding schedule and without competitive bidding, 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 he is hereby, authorized to purchase, two (2) 2021 Ford F-250 utility pickup trucks from Middletown Ford, through the state bidding schedule, (1750 N. Verity Parkway, Middletown, OH 45042) at a cost not to exceed \$61,020.00 (sixty-one thousand, twenty and 00/100 dollars).

SECTION 2. That the total cost of the equipment and/or vehicles to be purchased under Sections 1 hereof shall be paid from the Water Fund (#502), Water Repair (502.38.42), Capital Outlay Classification.

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

Caucus 1 December 2020
1st Reading 1 December 2020
2nd Reading _____
PASSED 1 December 2020

SIGNED /s/ Cliff Mears
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 #20-274

ORDINANCE # _____

BY: MR. VAN HARLINGEN

Authorizing the Public Works Director to purchase three (3) 2021 Ford F-250 utility pickup trucks for the Sewer Repair Department from Middletown Ford, through the state bidding schedule and without competitive bidding, 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 he is hereby, authorized to purchase, three (3) 2021 Ford F-250 utility pickup trucks from Middletown Ford, through the state bidding schedule, (1750 N. Verity Parkway, Middletown, OH 45042) at a cost not to exceed \$113,745.00 (one hundred thirteen thousand, seven-hundred forty-five and 00/100 dollars).

SECTION 2. That the total cost of the equipment and/or vehicles to be purchased under Sections 1 hereof shall be paid from the Sewer Fund (#503), Sewer Repair (503.43.42), Capital Outlay Classification.

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

Caucus 1 December 2020
1st Reading 1 December 2020
2nd Reading _____
PASSED 1 December 2020

SIGNED /s/ Cliff Mears
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 #20-275

ORDINANCE # _____

BY: MR. VAN HARLINGEN

Authorizing the Public Works Director to purchase two (2) 2021 Ford F-250 utility pickup trucks for the Sewer Repair Department from Valley Ford Truck Company, through the State Term Schedule and without competitive bidding, 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 he is hereby, authorized to purchase, two (2) 2021 Ford F-250 utility pickup trucks from Valley Ford Truck Company, through the State Term Schedule and without competitive bidding, (5715 Canal Road, Valley View, OH 44125) at a cost not to exceed \$69,934.00 (sixty-nine thousand, nine hundred thirty-four and 00/100 dollars).

SECTION 2. That the total cost of the equipment and/or vehicles to be purchased under Sections 1 hereof shall be paid from the Sewer Fund (#503), Sewer Repair (503.43.42), Capital Outlay Classification.

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

Caucus 1 December 2020
1st Reading 1 December 2020
2nd Reading _____
PASSED 1 December 2020

SIGNED /s/ Cliff Mears
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 #20-276

ORDINANCE # _____

BY: MR. VAN HARLINGEN

Authorizing the Safety-Service Director to purchase twelve (12) tasers and accessories, for the Police Department, and declaring an emergency.

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

SECTION 1. That the Safety-Service Director be, and she is hereby, authorized to purchase twelve (12) tasers and accessories, from Axon Enterprise, Inc., at a cost not to exceed seventy thousand, one-hundred and thirty-eight and 00/100 Dollars (\$70,138.00), in accordance with the contract on file in the Police Department.

SECTION 2. That the cost of the equipment to be purchased under Section 1 hereof shall be purchased with funds from the Police Operations, (214.15.01), Capital Outlay Classification.

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

Caucus 1 December 2020
1st Reading 1 December 2020
2nd Reading _____
PASSED 1 December 2020

SIGNED /s/ Cliff Mears
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: MR. DAVENPORT

Expressing approval and support for the adoption of the “West End Neighborhood Plan” a plan created by EDGE Landscape, Architecture, Urban Design, and Planning, encompassing the City’s West End and the Glessner corridor.

WHEREAS, in April of 2020 an advisory group was established, formed with representatives from the City, the Richland County Land Bank, and the Richland County Development Group, for the creation of the “West End Neighborhood Plan.”

WHEREAS, in July of 2020 a stakeholder meeting was held to review and comment on the preliminary recommendations. These groups reviewed and analyzed the existing conditions of the neighborhood and made potential recommendations for improvements. Based on this input, a final plan was submitted to the City in October of 2020, along with approved Community Development Block Grant (CBDG) funding for this project in the FY(s) 2019 and 2020 action plans.

WHEREAS, in October of 2020 the “West End Neighborhood Plan” was submitted by EDGE Landscape, Architecture, Urban Design, and Planning to the City and the City Administration wishes City Council would adopt and pledge support for said Plan.

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

SECTION 1. That this Council, on behalf of the government and the citizens of the Mansfield Community, is privileged to approve and pledge support for the “West End Neighborhood Plan” a plan created by EDGE Landscape, Architecture, Urban Design, and Planning, encompassing the City’s West End and the Glessner corridor.

SECTION 2. That this Resolution shall take effect immediately upon passage. _____

Caucus	<u>1 December 2020</u>
1 st Reading	<u>15 December 2020</u>
2 nd Reading	_____
PASSED	<u>15 December 2020</u>

SIGNED /s/ Cliff Mears
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

Attachment to
Bill# 20-277

THE WEST END NEIGHBORHOOD PLAN

MANSFIELD, OHIO
OCTOBER 2020



PREPARED FOR:
THE CITY OF MANSFIELD
RICHLAND COUNTY LAND BANK
RICHLAND COUNTY DEVELOPMENT GROUP

PREPARED BY:
EDGE



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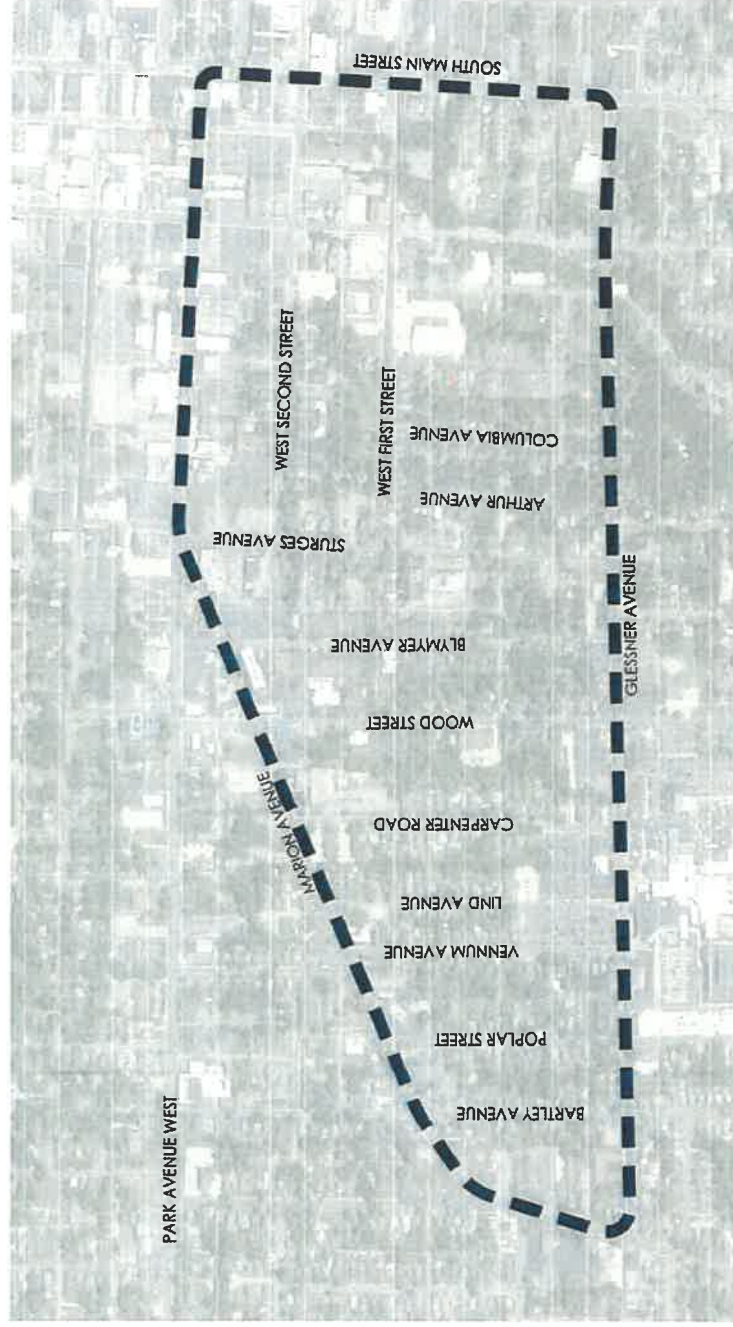
INTRODUCTION

The West End neighborhood of Mansfield is located south and west of the downtown core and includes a diverse pattern of streets and land uses. While predominantly a residential neighborhood, many other land uses can be found along major corridors including significant institutions such as Ohio Health Mansfield Hospital and the St. Peter's School. Like many aging districts, the neighborhood has suffered in the past from disinvestment and abandonment. As such, the neighborhood has become a high priority for the City of Mansfield in terms of strategic investments and partnerships.

This plan represents a significant step forward by preparing a "blueprint" to guide neighborhood investment for the long-term while focusing on near-term action steps. The plan establishes standards for public streets throughout the neighborhood while focusing on specific improvements to one of its most critical corridors – Glessner Avenue.

PROJECT LIMITS

The limits of this plan are generally Marion Avenue/Park Avenue West to the west and north, South Main Street to the east, and Glessner Avenue to the south. This plan focuses specifically on the public right-of-way of the streets found within the West End neighborhood. This allows the City to align and prioritize potential funding opportunities toward the most impactful improvement projects.

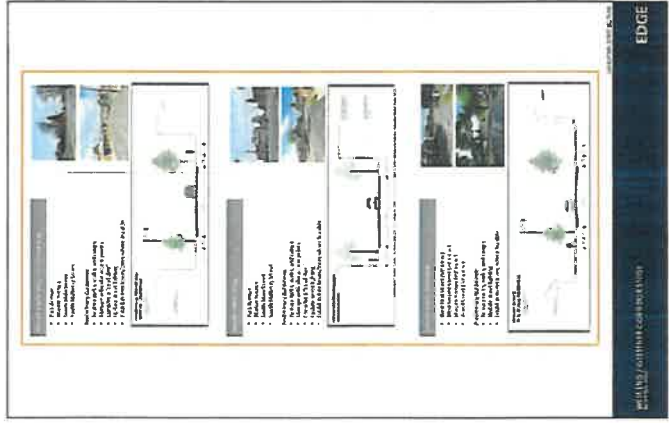


PLANNING PROCESS

The West End Neighborhood Plan was initiated in April of 2020. An Advisory Group was established with representatives from the City of Mansfield, the Richland County Land Bank, and the Richland County Development Group. Several video conferences were held to review the analysis of the existing conditions of the neighborhood and potential recommendations for improvements. In July of 2020, a stakeholder meeting was held to review and comment on the preliminary recommendations. Based on this input, a final plan was developed with preliminary budgets for the near-term improvements.

The Advisory Group provided key input that led to the following principles that would guide the recommendations for improvements to the public realm and specifically, to Glessner Avenue.

1. Create a **SAFE + ACCESSIBLE** public streetscape
2. Establish a neighborhood **IMAGE + IDENTITY**
3. Provide solutions that are **DURABLE + MAINTAINABLE**



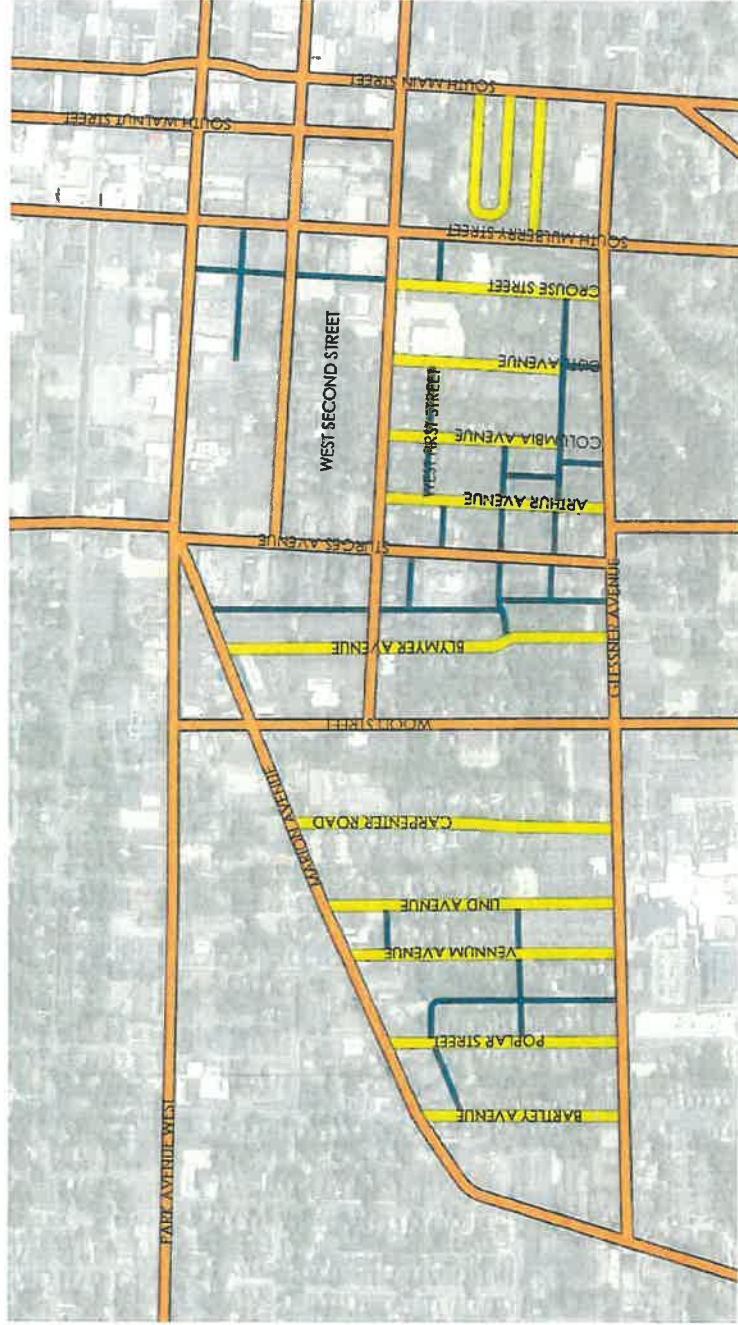
NEIGHBORHOOD RECOMMENDATIONS

Over time, public roadway and streetscape improvements will be prioritized throughout the City and within the specific neighborhood of the West End. As funding becomes available for these projects, it is important that the West End neighborhood has a shared vision for how each specific street should be improved.

STREET TYPOLOGIES

The neighborhood consists of a wide variety of street types. Some streets such as Marion Avenue and Park Avenue West consist of commercial land uses and high volumes of traffic while many other streets are dominated by residential land uses with on-street parking and tree lawns with sidewalks. With a variety of street types, there is also inconsistency in how similar streets are treated. Curbs, sidewalks, streetlights, and street trees are all elements of the typical street but may be applied differently based on the function of the street. The following exhibit categorizes the streets of the West End into distinct types. Guidelines and typical cross-sections are then provided for each street type.

- LEGEND**
- PRIMARY STREETS
 - SECONDARY STREETS
 - ALLEYS



PRIMARY STREETS: MIXED USE / COMMERCIAL

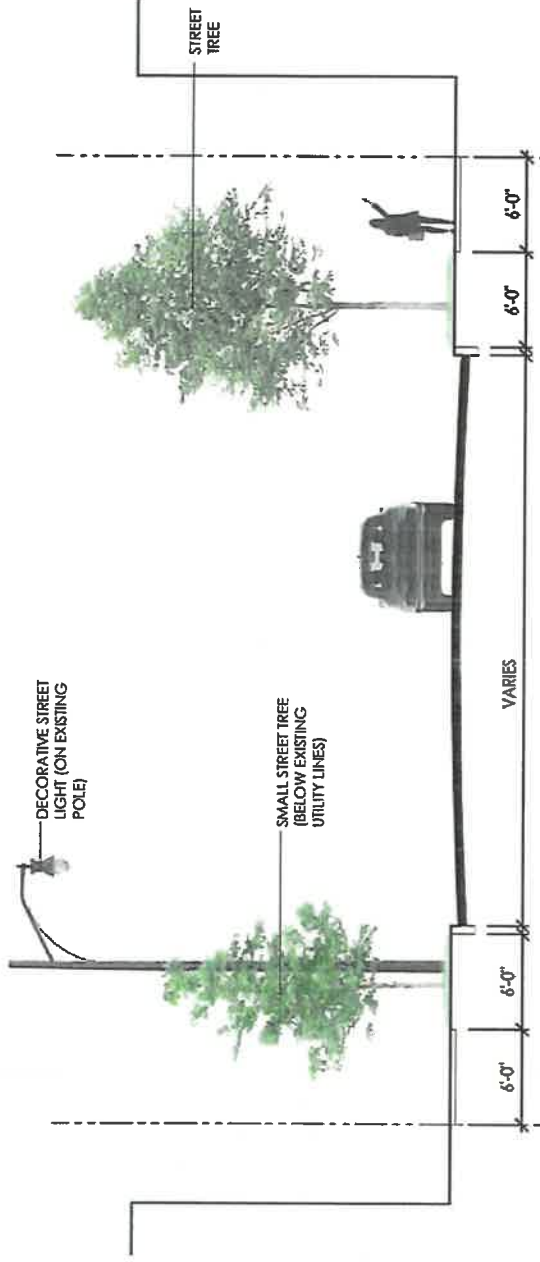
CLASSIFIED STREETS

- PARK AVENUE
- MARION AVENUE
- SOUTH MAIN STREET
- SOUTH MULBERRY STREET

GUIDELINES

- RESTORE CURBS, WALKS AND RAMPS
- MANAGE VEHICULAR ACCESS POINTS
- CONSIDER A "ROAD DIET"
- UPDATE STREET LIGHTING
- ESTABLISH TREE LAWNS / TREES WHERE FEASIBLE

PROTOTYPICAL STREET SECTION



CONSIDERATION OF A "ROAD DIET"

Many communities have been transforming corridors that once had much larger volumes of traffic through the use of a "road diet". Before making improvements to any of the Primary Streets within the West End, consideration should be given to how the street could best function in the future for both vehicles and pedestrians. Is the road wider than necessary based on current and anticipated traffic volumes? If so, consider opportunities to relocate the curb(s) to enhance the pedestrian streetscape and/or add dedicated bike lane(s) within the street.



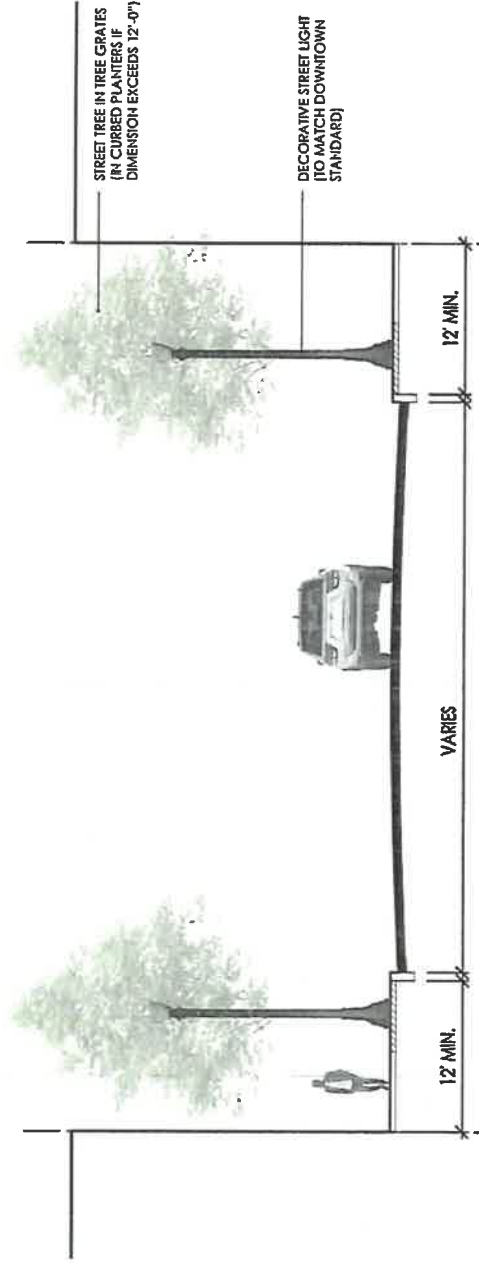


PRIMARY STREETS: RETAIL

CLASSIFIED STREETS

PARK AVENUE
 MARION AVENUE
 SOUTH MAIN STREET
 SOUTH MULBERRY STREET

PROTOTYPICAL STREET SECTION



GUIDELINES

- RESTORE CURBS, WALKS AND RAMPS
- MANAGE VEHICULAR ACCESS POINTS
- CONSIDER A "ROAD DIET"
- UPDATE STREET LIGHTING
- ESTABLISH TREE LAWNS / TREES WHERE FEASIBLE



PRIMARY STREETS: RESIDENTIAL

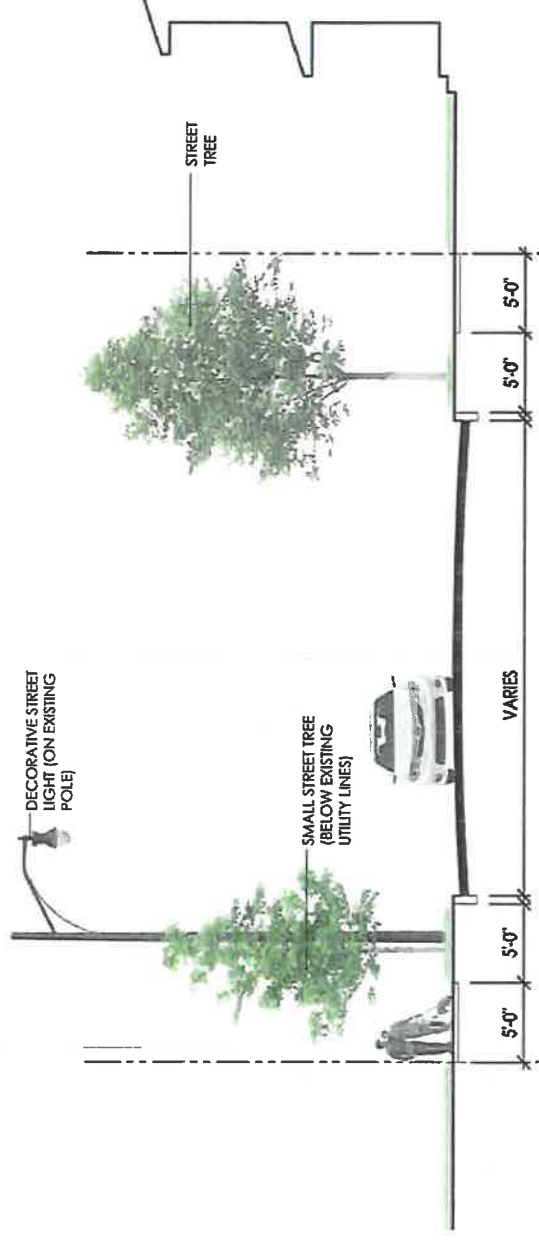
CLASSIFIED STREETS

- WEST FIRST STREET (60' r.o.w.)
- WEST SECOND STREET (60' r.o.w.)
- STURGES AVENUE (80' r.o.w.)
- WOOD STREET (50' r.o.w.)

GUIDELINES

- RESTORE CURBS, WALKS AND RAMPS
- UPDATE STREET LIGHTING
- ESTABLISH TREE LAWNS / TREES WHERE FEASIBLE

PROTOTYPICAL STREET SECTION





SECONDARY STREETS: TRADITIONAL RESIDENTIAL

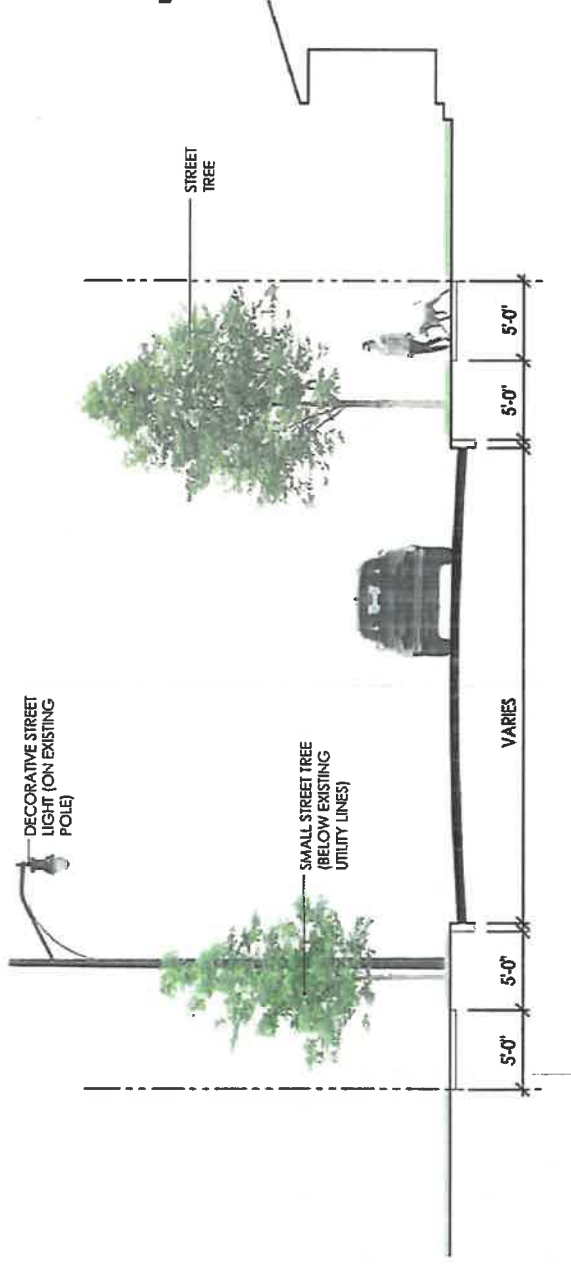
CLASSIFIED STREETS

- POPLAR STREET (50' r.o.w.)
- VENNUM AVENUE (60' r.o.w.)
- CARPENTER ROAD (60' r.o.w.)
- BLYMYER AVENUE (50' r.o.w.)
- COLUMBIA AVENUE (60' r.o.w.)
- GROUSE STREET (60' r.o.w.)

GUIDELINES

- RESTORE CURBS, WALKS AND RAMPS
- UPDATE STREET LIGHTING
- ESTABLISH TREE LAWNS / TREES WHERE FEASIBLE

PROTOTYPICAL STREET SECTION



SECONDARY STREETS: NON-TRADITIONAL RESIDENTIAL

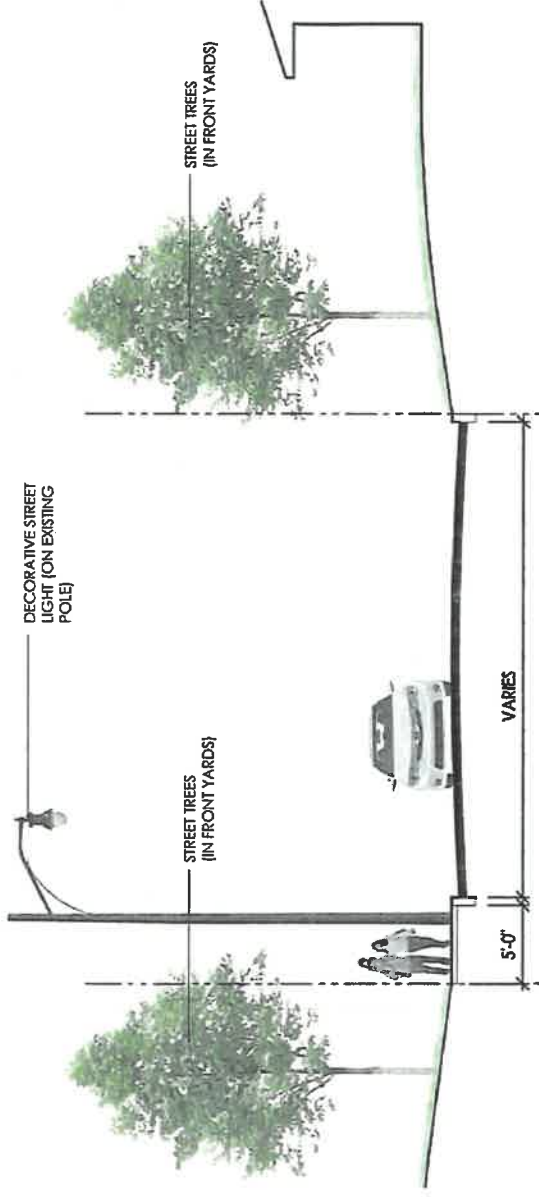
CLASSIFIED STREETS

LIND AVENUE (35' r.o.w.)
 ARTHUR AVENUE (40' r.o.w.)
 DISTL AVENUE (30' r.o.w.)
 AUGUSTINE AVENUE (18' r.o.w.)
 WILLIAMS AVENUE (18' r.o.w.)
 WEST ARCH STREET (16' r.o.w.)

GUIDELINES

- UPDATE STREET LIGHTING
- ESTABLISH PEDESTRIAN WALK ON ONE SIDE OF THE STREET
- ENCOURAGE SHADE TREE PLANTING IN PRIVATE FRONT YARDS

PROTOTYPICAL STREET SECTION





ALLEY

CLASSIFIED STREETS

FULLER COURT
SPRUCE STREET
ADDITIONAL UNNAMED PUBLIC
RIGHT-OF-WAYS

GUIDELINES

- MAINTAIN VEGETATION TO ESTABLISH VISUAL SURVEILLANCE
- UPDATE OR ESTABLISH LIGHTING FOR SECURITY

TYPICAL CHARACTERISTICS

- LIMITED RIGHT-OF-WAY
- LOW TRAFFIC VOLUMES / SPEEDS
- LOW VISIBILITY (TYPICALLY)
- INCONSISTENT MAINTENANCE



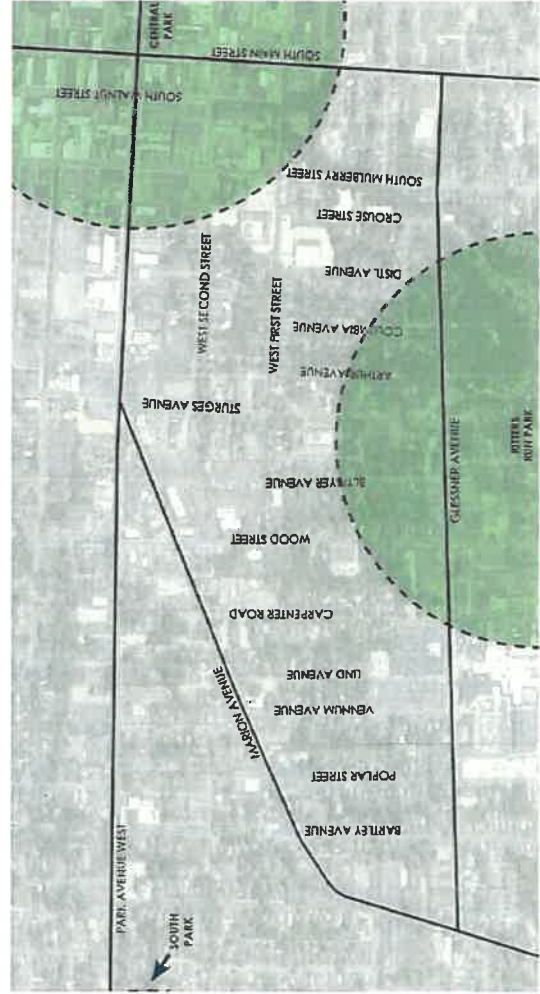
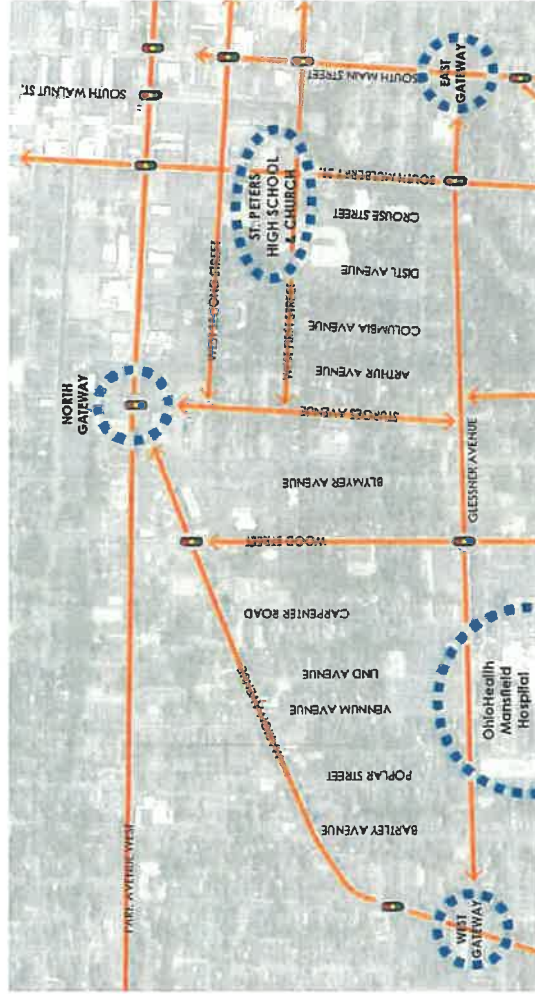


GLESSNER AVENUE RECOMMENDATIONS

GLESSNER AVENUE INFLUENCES

Early in the planning process for the West End neighborhood, the Advisory Group identified several factors that established Glessner Avenue as a high priority corridor. First, Glessner Avenue provides the most direct route to the neighborhood's largest employer and destination – Ohio Health Mansfield Hospital. For many visitors to the neighborhood, Glessner Avenue is their primary experience as they approach from the east (Main Street) or from the west (Marion Avenue). Residents of the West End neighborhood also utilize Glessner Avenue to access health services, commercial uses, and mass transit.

Another observation that was made by the planning team and Advisory Group was the general lack of accessible public open space within the neighborhood. The following Open Space exhibit illustrates the existing parks within the area and a five-minute walk ring from each of them. Ritter's Run Park is just south of the neighborhood, but it lacks visibility and flexible open areas. With Glessner Avenue being the primary neighborhood corridor, the need to identify a potential public open space for community gathering and recreation became a goal for the Glessner Avenue corridor.



GLESSNER AVENUE FRAMEWORK

Through input from the Advisory Group and field observations by the planning team, a basic framework was established to organize recommended improvements for the Glessner Avenue corridor. The corridor has been compartmentalized into the following segments.

1. **The Hill.** This area includes the east gateway into the neighborhood at South Main Street. In the near term, the right-of-way dimension of Glessner Avenue, between South Main Street and South Mulberry Street, is constrained to forty feet. In addition, walls and slopes border this right-of-way which creates additional physical barriers to improving the safety and aesthetics of the corridor in this area. In this zone, efforts should be made to acquire properties that front the Glessner Avenue corridor and/or collaborate with adjacent property owners to acquire additional right-of-way. This could also occur through a coordinated effort to redevelop properties in this area.
2. **Residential East and West.** These two zones have primarily single-family homes along both sides of the street. Parallel parking is permitted along one side of the street. Pedestrian zones represent the biggest opportunity for improvements in the form of wider tree lawns, street trees, and decorative streetlights. See the before and after images on this page for these potential improvements within the Residential East zone.
3. **The Hospital Zone.** Between Wood Street and Poplar Street is the zone that is largely defined by Ohio Health Mansfield Hospital. The healthcare land uses and the treatment and maintenance of the streetscape reinforces this area as a distinct zone and destination.

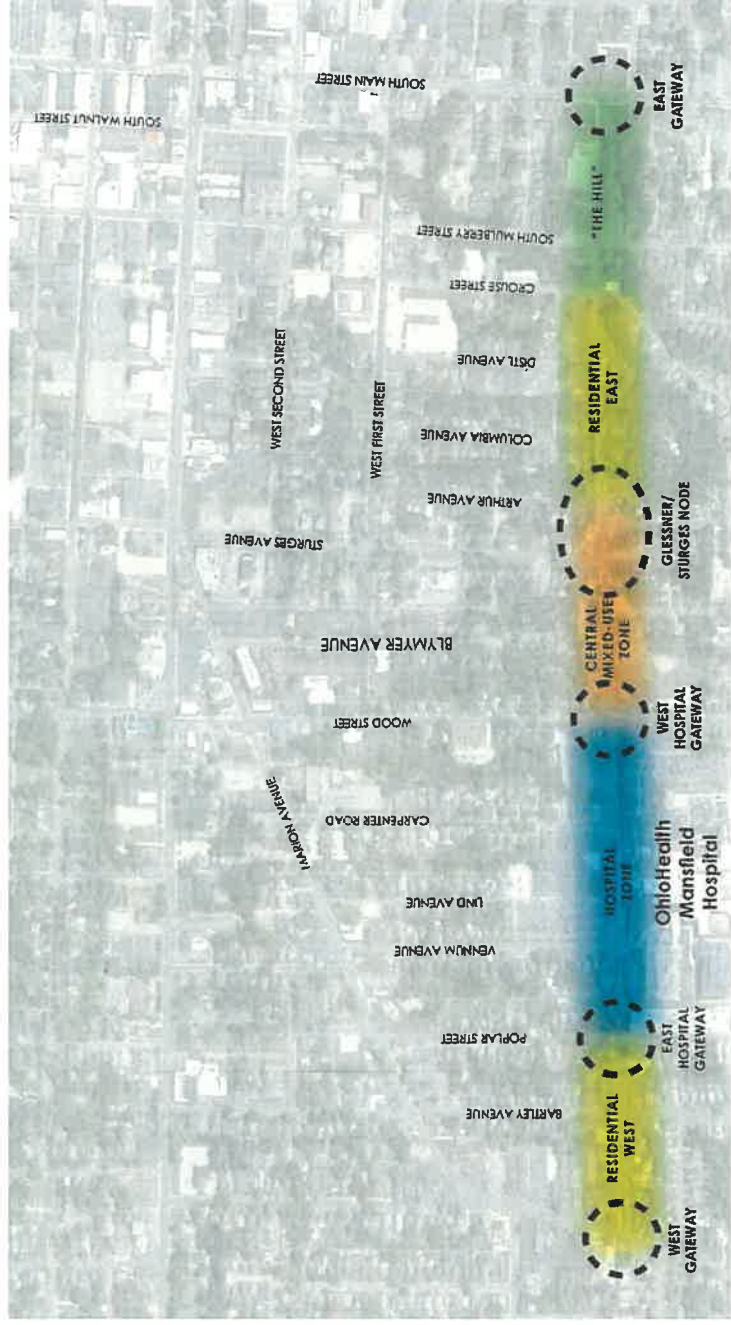
4. **Central Mixed-use Zone/Glessner & Sturges.** Finally, this area to the east of the hospital zone represents the highest priority area for near-term improvements. The north/south intersection of Sturges Avenue with Glessner Avenue introduces additional traffic and pedestrian conflicts which can be improved with streetscape enhancements. Neighborhood destinations including the laundromat, a day care, a church, and the Dainy Queen are also located within this zone.



ROAD BEFORE



ROAD AFTER





PHASE 1 IMPROVEMENTS

The area from Sturges Avenue to Wood Street represents a near term opportunity to significantly enhance the safety, accessibility, and the aesthetics of the Glesner Avenue corridor. The following preliminary site plan and recommendations are followed by a series of before and after images to illustrate the proposed improvements.

RECOMMENDATIONS:

- Repair and/or replace existing vehicular curbs, drive aprons, pedestrian sidewalks, and ramps.
- Locate pedestrian sidewalks to maximize tree lawn areas. Establish street trees between the vehicular curb and the pedestrian sidewalks.
- Reinforce critical pedestrian crossings with decorative crosswalks.
- Provide additional pedestrian lighting with decorative streetlights located in the tree lawn. Add decorative banners to the light posts to reinforce corridor branding and identity.
- Where surface parking lots exist along the corridor, provide low (3' to 4' high) vegetative screens or decorative fences to diminish the view of the automobiles and improve the pedestrian environment.
- Utilize low retaining walls where possible to reduce slopes behind the pedestrian sidewalks. These walls can improve the aesthetics of the corridor while reducing the maintenance challenges of these steep slopes.

GLESNER PARK CONSIDERATIONS:

- Identify a highly visible location along the Glesner Avenue corridor to create a community recreation space.
- Consider a fitness/wellness themed park that provides recreational opportunities for a wide range of abilities.
- Incorporate quality lighting and maintain views through the park to enhance safety and security.
- During the preparation of this study, several parcels were identified along the Glesner corridor as potential park opportunities. The City and other local partners should continue to evaluate these sites based on cost, availability, visibility, and access to the West End neighborhood.



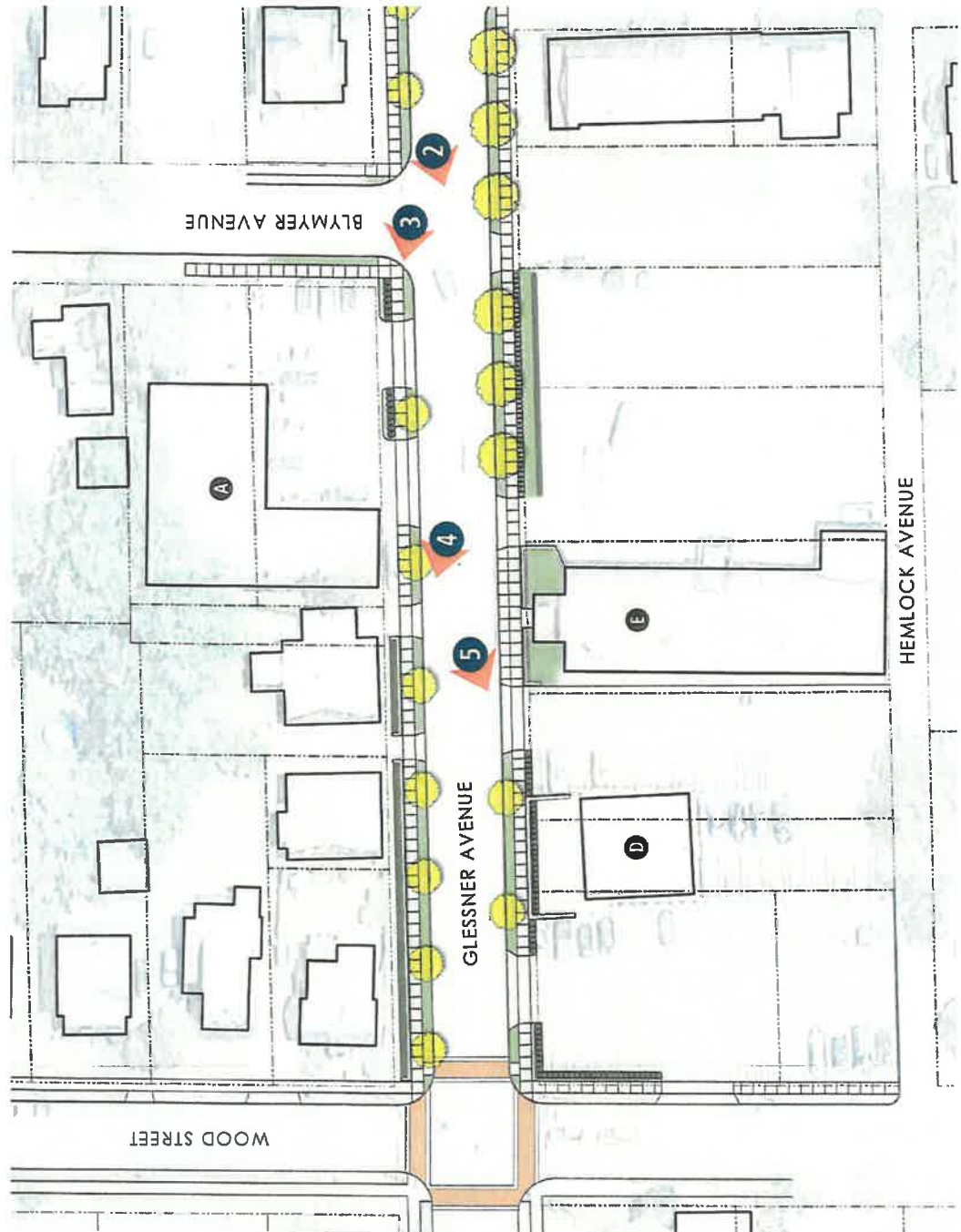
POTENTIAL PARK LOCATIONS

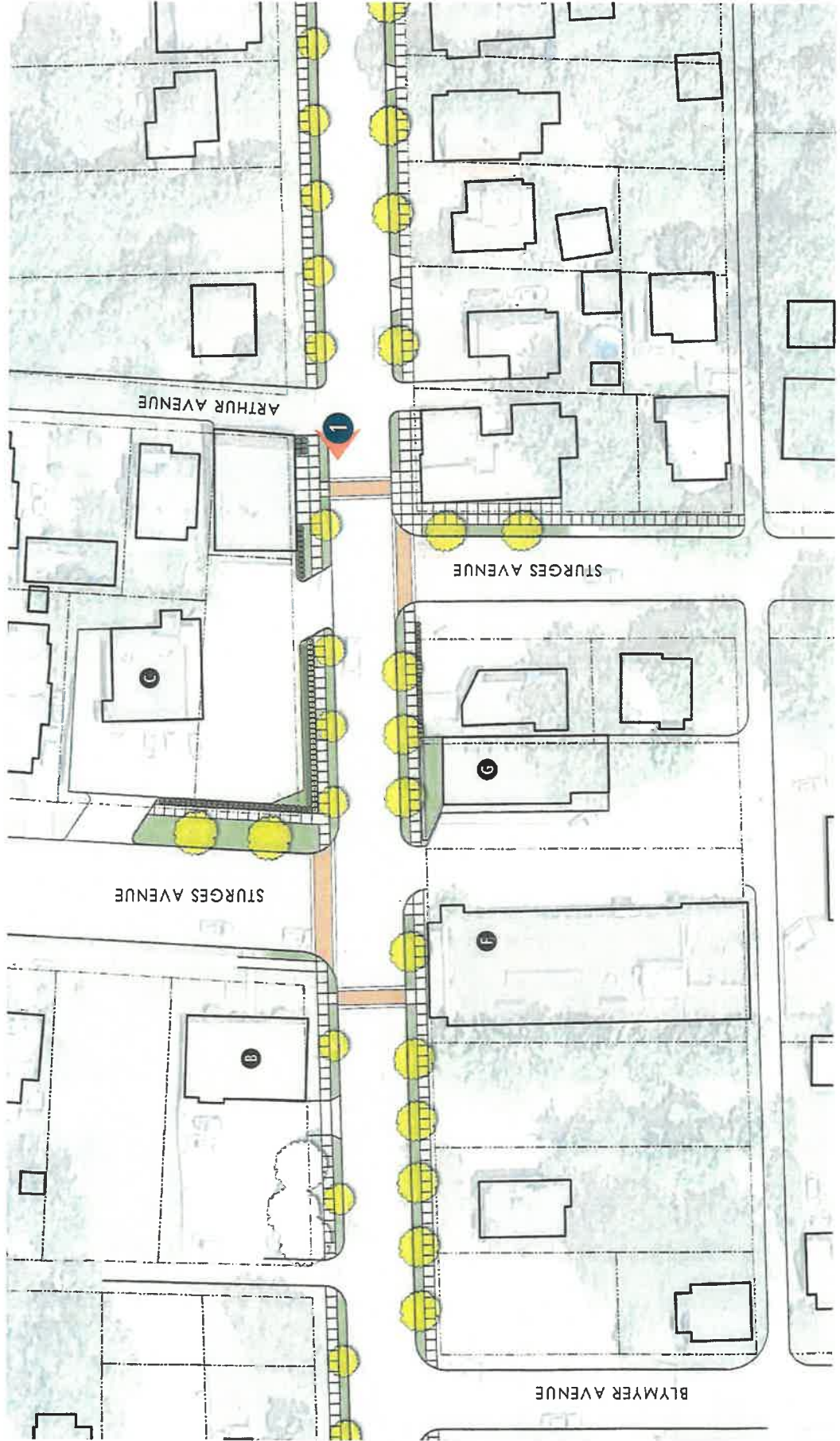


CONCEPTUAL SITE PLAN

LEGEND	
A	Little Blessings Daycare & Preschool
B	Vector Security
C	Recovery Room
D	Daily Queen
E	Latterrain Church of God
F	Potential Redevelopment
G	Wash & Wear Laundry

IMAGERY LEGEND	
1	Glessner at Arthur Avenue
2	Glessner at Sturges Avenue
3	Glessner at Latterrain
4	Glessner at Blymyer
5	North Side of Glessner at Wood
6	South Side of Glessner at Wood





GLESSNER AT ARTHUR AVENUE 1





GLESSNER AT LATTERRAIN 2



GLESSNER AT BLYMYER 3





NORTH SIDE OF GLESSNER AT WOOD 4



SOUTH SIDE OF GLESSNER AT WOOD

5





IMPLEMENTATION PLAN

As part of the creation of this vision for the Glessner Avenue corridor, the project team prepared a preliminary implementation budget. The following budget ranges represent the cost to provide final design/ engineering and construction of the Phase 1 improvements described in this plan from Arthur Avenue to Wood Street.

Glessner Avenue Streetscape (Arthur Avenue to Wood Street)	\$650,000 - \$700,000
Glessner Park (Location to be determined. Final site selection may impact construction cost)	\$275,000 - \$300,000

BILL #20-278

ORDINANCE # _____

BY: MR. DAVENPORT

Authorizing the Public Works Director to solicit proposals and enter into a contract or contracts for professional consulting services relating to the West End Neighborhood Plan, 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 he is hereby, authorized to solicit proposals and enter into a contract or contracts for professional services with an engineering firm or firms for the preparation of detailed plans, specifications, estimates, and other necessary services relating to the West End Neighborhood Plan.

SECTION 2. That payment for the contractual services authorized in Section 1 herein shall be made from Community Development Programs Fund (#207), (207.65.25), Contractual Services Classification.

SECTION 3. That by reason of the immediate necessity for authorizing proposals and entering into a contract or contracts for professional consulting services relating to the West End Neighborhood Plan, this measure is determined to be an emergency Ordinance for the immediate preservation of the public peace, health, safety and welfare of the City of Mansfield and its inhabitants and providing it receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its adoption, otherwise from and after the earliest time allowed by law, after its passage and approval by the Mayor.

Caucus 1 December 2020
1st Reading 15 December 2020
2nd Reading _____
PASSED 15 December 2020

SIGNED /s/ Cliff Mears
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 #20-279

ORDINANCE # _____

BY: MR. VAN HARLINGEN

Authorizing the acceptance of funding from the Ohio Department of Mental Health and Addiction Services in the amount of ten thousand three hundred forty-five dollars (\$10,345.00) to be used for support services to clients that are involved with selected Mental Health dockets, and declaring an emergency.

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

SECTION 1. That funding from the Ohio Department of Mental Health and Addiction Services in the amount of ten thousand three hundred forty-five dollars (\$10,345.00), to be used for support services to clients that are involved with selected Mental Health dockets.

SECTION 2. That the sum of ten thousand three hundred forty-five dollars (\$10,345.00), be, and the same is hereby, appropriated from the unappropriated Grant Fund (#224) to the Municipal Court Grant (224.03.30) Other Charges Classification.

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

Caucus 1 December 2020
1st Reading 15 December 2020
2nd Reading _____
PASSED 15 December 2020

SIGNED /s/ Cliff Mears
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# 20-279

RE: Mental Health Court - Treatment and Recovery Support Grant

Nature of Statement and Information Disclosed

This is a statement of fiscal impact for the City of Mansfield to accept funding from the:
Ohio Department of Mental Health and Addiction Services

This impact statement has been performed in accordance with the City's revenue policy, adopted by City Council on August 6, 2013 with ordinance #13-166. It is a statement solely for the purpose of analyzing and reporting the fiscal impact on the City of Mansfield of either accepting or not accepting the proposed funding and using certain assumptions as indicated herein. No attempt is made to evaluate the application, award documents or any special condition for suitability to City objectives.

Current Fiscal Impacts

Impact on Revenue

Grant/Other Funding: \$10,345.00
Funding Period: 7/1/20 - 6/30/21

Impact on Expenditures

PROJECT COSTS:	
Treatment & Support Expenses	\$10,345.00
Total Project Costs:	\$ 10,345.00

The total project cost is estimated at \$ 10,345.00 . Note: * 1st time grant award
* No match required

Match Required: \$ 0

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.



Attachment to Bill# 20-280

Quote Date: 10/26/2020
 Customer Name: Mansfield Fire Department (OH)
 Quote #: Q-22892
 Quote valid until: 11/18/2020
 ESO Account Manager: Chad Miller

CUSTOMER CONTACT

End User Mansfield Fire Department (OH)
 Name Dan Crow
 Email daniel.crow@ohiohealth.com
 Phone (419) 688-2497

BILLING CONTACT

Payor Mansfield Fire Department (OH)
 Name Hilary Patterson
 Email hpatterson@cl.mansfield.oh.us
 Phone 419-755-9781
 Address 30 N. Diamond St., 7th Floor
 Mansfield OH, 44902
 Billing Frequency Annual
 Initial Term 12 months

Fire RMS Management Bundle

Item	Units	Unit Price	Total Price	Term	Frequency
Fire RMS Management Bundle		\$26,871.00	\$26,871.00	\$25,527.45	Recurring
<ul style="list-style-type: none"> RMS Bundle - ESO Assets RMS Bundle - ESO Checklist RMS Bundle - ESO Scheduling Plus RMS Bundle - ESO Fire Incidents RMS Bundle - ESO Inspections RMS Bundle - ESO Properties RMS Bundle - ESO Personnel Management RMS Bundle - ESO Hydrants RMS Bundle - ESO Activities 					

Fire

Item	Units	Unit Price	Total Price	Term	Frequency
IFC 2015 Codes - Ohio Amendments (2017)	5 Stations	\$1,375.00	\$6,875.00	\$1,375.00	One-time
Fire Incidents NFIRS Data Import	10000 Incidents	\$4,995.00	\$49,950.00	\$4,995.00	One-time
Fire Setup & Online Training	2 Sessions	\$1,190.00	\$2,380.00	\$1,190.00	One-time
Properties/Inspections Data Import	5 Stations	\$1,775.00	\$8,875.00	\$1,775.00	One-time

EHR

Item	Units	Unit Price	Total Price	Term	Frequency
ESO EHR Suite	10000 Incidents	\$1,469.50	\$14,695.00	\$13,955.50	Recurring
EHR Cardiac Monitor Integration	10000 Incidents	\$995.00	\$9,950.00	\$945.25	Recurring
EHR Fax	10000 Incidents	\$900.00	\$9,000.00	\$855.00	Recurring
EHR Billing Interface	10000 Incidents	\$595.00	\$5,950.00	\$565.25	Recurring
EHR CAD Integration	10000 Incidents	\$2,495.00	\$24,950.00	\$2,370.25	Recurring
EHR ODMAPS Integration	10000 Incidents	\$595.00	\$5,950.00	\$565.25	Recurring
EHR Setup & Online Training	3 Sessions	\$1,785.00	\$5,355.00	\$1,785.00	One-time
NEMSIS Data Import - one-time	10000 Incidents	\$4,995.00	\$49,950.00	\$4,995.00	One-time

Asset Management/Inventory

*Additional fees may be applied by Customer's billing or CAD vendor for certain integrations or interfaces, and Customer is encouraged to discuss this with the applicable vendor.



Quote Date: 10/26/2020
 Customer Name: Mansfield Fire Department (OH)
 Quote #: Q-22692
 Quote valid until: 11/16/2020
 ESO Account Manager: Chad Miller

Asset Management and Checklist - Training and Implementation	21 Vehicles	\$1,495.00	\$1,495.00	One-time
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Scheduling

ESO Scheduling - Setup & Online Training	3 Sessions	\$1,785.00	\$1,785.00	One-time
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Total Recurring	\$	47,141.00
Total One-Time	\$	19,395.00
Discounts	\$	0.00
TOTAL	\$	64,178.95

TERMS AND CONDITIONS:

1. If the Customer indicated above has an ESO Master Subscription and License Agreement (MSLA) dated on or after February 20, 2017, then that MSLA will govern this Quote. Otherwise, Customer Intends and agrees that this Quote adopts and incorporates the terms and conditions of the MSLA and associated HIPAA business associate agreement hosted at the following web address, and that the products and services ordered above are subject thereto:

<http://bit.ly/ESOContract>

2. The Effective Date of this Quote shall be the final date of signature.

3. If Customer has selected a third party to pay fees on their behalf, the applicable fees above shall be invoiced to the third party on Customer's behalf.

Mansfield Fire Department (OH)

 [Signature]

 [Print Name]

 [Title]

 [Today's Date]

For Fire, Personnel Management, Asset Management/Inventory, Scheduling, EHR, the following payment terms apply:



Quote Date: 10/26/2020
Customer Name: Mansfield Fire Department (OH)
Quote #: Q-22892
Quote valid until: 11/16/2020
ESO Account Manager: Chad Miller

Fire

RMS Bundle - ESO Fire Incidents	Includes Auto EHR-import or Auto-CAD import, federal NFIRS data reporting, software updates and upgrades.
RMS Bundle - ESO Inspections	Includes the ability to manage multiple code sets, using those to developed customized Check-lists for inspections. The application allows you to schedule, manage, execute and finalize inspections as well as reschedule any required follow up inspections.
RMS Bundle - ESO Properties	Includes CAMEO Integration, Pre-Plan view. Stores property and occupant history (presence of chemicals and tanks, incidents, and previous inspections).
RMS Bundle - ESO Hydrants	Inventory and document testing and status of hydrants.
RMS Bundle - ESO Activities - Fire and Fire/EMS Agencies IFC 2015 Codes - Ohio Amendments (2017)	Application for tracking non-response activities, including Operations and Community Risk Reduction and Daily Log.
Fire Incidents NFIRS Data Import	Complete set of IFC 2015 Codes - with 2017 Ohio Amendments to be used within the Inspections application.
Fire Setup & Online Training Properties/Inspections Data Import	Data migration from previous RMS platform.
	Setup and Webinar Training Session for ESO Fire.
	Data migration of Properties data and inspection reports into ESOs Properties and Inspections applications from a previously used RMS.

Personnel Management

RMS Bundle - ESO Personnel Management	Includes tracking of Training classes, certifications, credentials, immunization records. Discounted as a part of the RMS Bundle.
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Asset Management/Inventory

RMS Bundle - ESO Assets	Web-based asset management for Fire and EMS.
RMS Bundle - ESO Checklist	Web-based apparatus checklist for Fire and EMS.
Asset Management and Checklist- Training and Implementation	Training and configuration to include; group admin training, agency specific web-based sessions, online training and pre-recorded end user training.

Scheduling

RMS Bundle - ESO Scheduling Plus ESO Scheduling - Setup & Online Training	Online scheduling, messaging and detailed reporting, plus web-based time clock, attendance tracking, time off management and payroll output files.
	Webinar Training Session.

EHR

ESO EHR Suite	Patient care reporting suite, includes EHR web and mobile client, Quality Management, AdHoc Reports, Analytics, Patient Tracker. Allows for unlimited users, unlimited mobile applications, live support, state and federal data reporting, ongoing weekly web training, software updates and upgrades.
EHR Cardiac Monitor Integration	Cardiac monitors integration. Allows for import of cardiac monitor data via local or cloud integration. Ongoing maintenance included. Unlimited connections.
EHR Fax	Enables faxing of patient care records to destination facilities.
EHR Billing Interface	Allows for integration of discrete ePCR data into third-party billing software. Ongoing maintenance included.
EHR CAD Integration	Allows for integration of CAD data into EHR mobile and web application. Ongoing maintenance included. Additional fees from your CAD vendor may apply.



Quote Date: 10/26/2020
Customer Name: Mansfield Fire Department (OH)
Quote #: Q-22892
Quote valid until: 11/16/2020
ESO Account Manager: Chad Miller

Fees are invoiced at the Billing Frequency 15 days after the Effective Date, with recurring fees due on the anniversary.



Quote Date: 10/26/2020
Customer Name: Mansfield Fire Department (OH)
Quote #: Q-22892
Quote valid until: 11/16/2020
ESO Account Manager: Chad Miller

EHR ODMAPS Integration
EHR Setup & Online Training
NEMSIS Data Import - one-time

Integration with ODMAPS opoloid tracking program.
Webinar Training Session
Import of legacy NEMSIS data from 3rd party vendor into ESO for reporting and record retrieval. Some limitations may apply.



Quote Date: 10/26/2020
Customer Name: Mansfield Fire Department (OH)
Quote #: Q 22892
Quote valid until: 11/16/2020
ESO Account Manager: Chad Miller

Please fill in your contact information below:

	Name	Email	Phone
Primary Business Contact			
Invoicing Contact			
Legal Contact			
Software Administrator Contact			
Privacy HIPAA Contact			
Tax Exempt	YES OR NO	If YES, return Exempt Certificate with Agreement	
Purchase Order Required?	YES OR NO	If YES, return PO with Agreement	

Please email the signed sales order to legal@eso.com and your sales representative.



Superion, LLC, a CentralSquare Company
 1000 Business Center Drive
 Lake Mary, FL 32746

Billing Inquiries: Accounts.Receivable@centralsquare.com

**Attachment to
 Invoice Bill# 20-281**

Invoice No	Date	Page
297883	11/10/2020	1 of 4

Bill To
 City of Mansfield, OH (OSSI)
 City of Mansfield, OH (OSSI)
 Attn: Dir. Lori Cope
 30 North Diamond Street,
 Mansfield OH 44902
 United States

Ship To
 City of Mansfield, OH (OSSI)
 City of Mansfield, OH (OSSI)
 Attn: Dir. Lori Cope
 30 North Diamond Street,
 Mansfield OH 44902
 United States

Customer No	Customer Name	Customer PO #	Currency	Terms	Due Date
6043LG	City of Mansfield, OH (OSSI)		USD	Net 30	12/10/2020

Description	Units	Rate	Extended
Contract No. Q-17173			
1 ONESolution Medical ProQA/Paramount Interface - Annual Maintenance Fee Maintenance: Start:1/1/2021, End: 12/31/2021	1	\$286.65	\$286.65
2 ONESolution Property & Evidence - Annual Maintenance Fee Maintenance: Start:1/1/2021, End: 12/31/2021	1	\$335.15	\$335.15
3 ONESolution Bike Registration - Annual Maintenance Fee Maintenance: Start:1/1/2021, End: 12/31/2021	1	\$91.40	\$91.40
4 ONESolution Document Scanning and Storage - Annual Maintenance Fee Maintenance: Start:1/1/2021, End: 12/31/2021	1	\$609.37	\$609.37
5 ONESolution Mobile Server Software - Annual Maintenance Fee Maintenance: Start:1/1/2021, End: 12/31/2021	1	\$856.93	\$856.93
6 ONESolution MCT Client-Digital Dispatch - Annual Maintenance Fee Maintenance: Start:1/1/2021, End: 12/31/2021	22	\$60.63	\$1,333.86
7 ONESolution MCT Client-MAPS - Annual Maintenance Fee Maintenance: Start:1/1/2021, End: 12/31/2021	22	\$12.19	\$268.18
8 ONESolution MFR Client - Annual Maintenance Fee Maintenance: Start:1/1/2021, End: 12/31/2021	22	\$60.63	\$1,333.86
9 ONESolution MFR Client-MOBLAN Version - Annual Maintenance Fee Maintenance: Start:1/1/2021, End: 12/31/2021	3	\$30.47	\$91.41



Superior, LLC, a CentralSquare Company
 1000 Business Center Drive
 Lake Mary, FL 32746

Billing Inquiries: Accounts.Receivable@centralsquare.com

Invoice

Invoice No	Date	Page
297883	11/10/2020	2 of 4

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Customer No	Customer Name	Customer PO #	Currency	Terms	Due Date
6043LG	City of Mansfield, OH (OSSI)		USD	Net 30	12/10/2020

	Description	Units	Rate	Extended
10	ONESolution MFR Client-Accident Reporting - Annual Maintenance Fee Maintenance: Start:1/1/2021, End: 12/31/2021	22	\$30.47	\$670.34
11	ONESolution Mobile Field Reporting Server - Annual Maintenance Fee Maintenance: Start:1/1/2021, End: 12/31/2021	1	\$761.71	\$761.71
12	ONESolution State/NCIC Messaging Software - Annual Maintenance Fee Maintenance: Start:1/1/2021, End: 12/31/2021	1	\$1,371.08	\$1,371.08
13	ONESolution MCT Client License for-Message Switch - Annual Maintenance Fee Maintenance: Start:1/1/2021, End: 12/31/2021	3	\$20.56	\$61.68
14	ONESolution MCT Client AVL License - Annual Maintenance Fee Maintenance: Start:1/1/2021, End: 12/31/2021	1	\$2,399.39	\$2,399.39
15	ONESolution MCT Client AVL License - Annual Maintenance Fee Maintenance: Start:1/1/2021, End: 12/31/2021	22	\$9.14	\$201.08
16	ONESolution CAD Client AVL License - Annual Maintenance Fee Maintenance: Start:1/1/2021, End: 12/31/2021	3	\$137.11	\$411.33
17	ONESolution Police-to-Citizen - Annual Maintenance Fee Maintenance: Start:1/1/2021, End: 12/31/2021	1	\$578.91	\$578.91
18	ONESolution RMS OpCenter - Annual Maintenance Fee Maintenance: Start:1/1/2021, End: 12/31/2021	1	\$1,066.40	\$1,066.40



Invoice

Superior, LLC, a CentralSquare Company
 1000 Business Center Drive
 Lake Mary, FL 32746

Invoice No
297883

Date
11/10/2020

Page
3 of 4

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Customer No	Customer Name	Customer PO #	Currency	Terms	Due Date
6043LG	City of Mansfield, OH (OSSI)		USD	Net 30	12/10/2020

	Description	Units	Rate	Extended
19	ONESolution CAD Map Display & Map Maint Software Lic - Annual Maintenance Fee Maintenance: Start:1/1/2021, End: 12/31/2021	1	\$308.49	\$308.49
20	ONESolution CAD Map Display & Map Maint Software Lic - Annual Maintenance Fee Maintenance: Start:1/1/2021, End: 12/31/2021	2	\$102.80	\$205.60
21	ONESolution CAD Resource Monitor Display License With Maps - Annual Maintenance Fee Maintenance: Start:1/1/2021, End: 12/31/2021	2	\$68.55	\$137.10
22	ONESolution Records Management System - Annual Maintenance Fee Maintenance: Start:1/1/2021, End: 12/31/2021	1	\$2,373.49	\$2,373.49
23	ONESolution Accident - Annual Maintenance Fee Maintenance: Start:1/1/2021, End: 12/31/2021	1	\$213.28	\$213.28
24	ONESolution Accident Wizard Base Server License - Annual Maintenance Fee Maintenance: Start:1/1/2021, End: 12/31/2021	1	\$304.68	\$304.68
25	ONESolution Accident Wizard - Annual Maintenance Fee Maintenance: Start:1/1/2021, End: 12/31/2021	28	\$9.14	\$255.92
26	ONESolution MFR Client-Arrest - Annual Maintenance Fee Maintenance: Start:1/1/2021, End: 12/31/2021	25	\$16.75	\$418.75
27	ONESolution Computer-Aided Dispatch System - Annual Maintenance Fee Maintenance: Start:1/1/2021, End: 12/31/2021	1	\$3,297.44	\$3,297.44



Invoice

Invoice No	Date	Page
297883	11/10/2020	4 of 4

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Customer No	Customer Name	Customer PO #	Currency	Terms	Due Date
6043LG	City of Mansfield, OH (OSSI)		USD	Net 30	12/10/2020

	Description	Units	Rate	Extended
28	ONESolution Police-to-Police - Annual Subscription Fee Maintenance: Start: 1/1/2021, End: 12/31/2021	1	\$0.00	\$0.00
29	ONESolution CAD Client License for Message Switch - Annual Maintenance Fee ONESolution CAD Client License for Message Switch Maintenance: Start: 1/1/2021, End: 12/31/2021	1	\$35.28	\$35.28
30	ONESolution Generic CAD Event Export-Law/Fire/EMS - Annual Maintenance Fee ONESolution Generic CAD Event Export-Law/Fire/EMS Maintenance: Start: 1/1/2021, End: 12/31/2021	1	\$392.69	\$392.69

Please include invoice number(s) on your remittance advice,
 made payable to Superior, LLC
ACH:
 Routing Number 121000358
 Account Number 1416612641
 E-mail payment details to: Accounts.Receivable@CentralSquare.com

Check:
 12709 Collection Center Drive
 Chicago, IL 60693

Subtotal	\$20,671.45
Tax	\$0.00
Invoice Total	\$20,671.45
Payments Applied	\$0.00
Balance Due	\$20,671.45

BILL #20-282

ORDINANCE # _____

BY: MR. SCOTT

Authorizing the Public Works Director to enter into a Lease with Brad Pocock, for real estate known as Hangar 512 at the Mansfield Lahm Airport, 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 he is hereby, authorized to execute on behalf of the City of Mansfield a Lease with Brad Pocock, for real estate known as Hangar 512 at the Mansfield Lahm Airport, all substantially in accordance with a proposed copy of said Lease, all as attached hereto as Exhibit A and made a part hereof.

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

Caucus 1 December 2020
1st Reading 1 December 2020
2nd Reading _____
PASSED 1 December 2020

SIGNED /s/ Cliff Mears
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, OHIO
REAL ESTATE LEASE
at MANSFIELD LAHM REGIONAL AIRPORT**

This Lease is made as of the 1st day of January, 2021 by and between the City of Mansfield, Ohio, (hereinafter "Lessor" or "City") and Brad Pocock of 2000 Harrington Memorial Road, Hangar 512, Mansfield, OH 44903 (hereinafter "Lessee").

WITNESSETH:

1. PREMISES:

The Lessor hereby leases to the Lessee the following described premises, known as Hangar 512 and being part of the City's Mansfield Lahm Regional Airport property, Richland County, Ohio, to wit:

Situated in the City of Mansfield (formerly Madison Township), County of Richland, State of Ohio and being a part of the Northwest Quarter of Section 3, of Township 22 North, Range 18 West, and being more particularly described as follows:

Commencing at the northwest corner of the Northwest quarter of Section 3 in the City of Mansfield; Thence, South 00 degrees 18 minutes 41 seconds East with the west line of said quarter section, 569.09 feet to a point; Thence, South 88 degrees 31 minute 48 seconds East 413.14 feet to a point on the north edge of an existing access ramp (formerly Runway 9-27), said point being the place of beginning of the herein described lease area:

Thence, the following six (6) courses and distances:

1. With a curve to the right having a central angle of 82 degrees 33 minutes 19 seconds, a radius of 11.31 feet, an arc length of 16.30 feet, on a chord bearing of North 47 degrees 15 minutes 08 seconds West and a chord length of 14.93 feet to a point
2. North 00 degrees 13 minutes 35 seconds East 121.03 feet to a point
3. With a curve to the right having a central angle of 25 degrees 21 minutes 29 seconds, a radius of 53.05 feet, an arc length of 23.48 feet, on a chord bearing of North 77 degrees 08 minutes 53 seconds East and a chord length of 23.29 feet to a point
4. North 89 degrees 49 minutes 37 seconds East 177.09 feet to a point
5. South 00 degrees 19 minutes 08 seconds East 151.13 feet to a point
6. North 88 degrees 31 minutes 48 seconds West 189.23 feet to the place of beginning containing 0.68 acres according to survey by Chad F. Craig P.S. #8195 for Seiler & Craig Surveying, Inc. on November 4, 2020, but subject to all easements, leases, right of ways and highways of record.

Bearings are based on State Plane Grid North, NAD 83 (2011), Geoid 18A, Ohio North Zone and are intended to be used for angular determination only.

Property Address: 2000 Harrington Memorial Road, Mansfield, OH 44903 (Hangar 512)

2. TERM:

The initial term of this Lease shall be for a period of ten (10) years beginning January 1, 2021, and continuing through December 31, 2030.

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

3. RENT:

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

4. PURPOSE-USE:

Lessee accepts the premises in their present condition. Lessee shall use the leased premises only for storage and maintenance of aircraft and for aeronautical purposes related thereto, not in conflict with applicable laws, rules and regulations. Lessee shall maintain and operate their facilities safely and efficiently and in accordance with specified conditions pursuant to all FAA Grant Assurances. Lessee agrees that any building on the premises shall be constructed or maintained in accordance with the building code and fire code as adopted by the City of Mansfield. Additionally, the Lessee agrees to construct the apron and necessary connecting hanger ramp in accordance with specifications and requirements of the Federal Aviation Administration (FAA) and the City of Mansfield at the lines and grades as approved by the City Engineer. Required testing and inspections to assure proper construction and restoration of premises outside the construction to a reasonable satisfaction of the Lessor shall all be at Lessee's cost and expense. Lessee further agrees any improvement shall be completed in due course and in a period not exceeding one hundred and eighty (180) days from date of construction start. No damaged aircraft or aircraft being rebuilt shall be stored or otherwise kept in public view on the leased premises. Lessee may request in writing

for an extension additional time if necessary; Lessor shall not unreasonably withhold the granting of an extension.

5. UTILITIES:

Any building on or constructed on the Lot shall at Lessee's expense be connected into and use available City water and sewer facilities and Lessee shall pay the established charges for such connections and services as well as for all other utilities furnished to the Lot. Any building not connected into such facilities as of the date hereof shall not be required to do so.

6. TAXES:

Lessee agrees to pay all real and personal property taxes and/or assessments levied upon the premises and contents or any part thereof promptly upon billing by the Lessor and prior to the date, for any tax period, when interest or penalty could be added to such tax. Notwithstanding the foregoing, Lessee shall have the right, at Lessee's discretion, to file a reassessment complaint challenging the assessed values of the real or personal property upon the premises.

7. PUBLIC AIRPORT FACILITIES:

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

8. USE OF AIRPORT FACILITIES:

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

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

9. MAINTENANCE-ALTERATIONS:

Lessee shall, at its own expense:

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

Lessee may, at its own expense, make alterations and improvements to its leased premises, but shall first present plans and specifications to and obtain written consent from the City which consent shall not be unreasonably withheld.

10. SIGNS:

Lessee shall not have or allow any billboard, advertising or other display device on the outside of the leased premises. Notwithstanding the foregoing, Lessee may display the hangar number and the name of the hangar owner on the exterior of the hangar as approved by the City in its reasonable discretion.

11. RIGHT OF ACCESS/INSPECTION:

Lessor hereby reserves the right to enter upon and into the leased premises and buildings thereon at reasonable times for the purpose of making inspections to determine if the provisions and requirements of this lease are being fully complied with. Should the buildings on the leased premises become deficient in maintenance or in need of repair, Lessee hereby agrees to remedy same within thirty (30) days after receipt of written notice from the Lessor setting forth the deficiencies. Failure to comply with such written specific notice shall be considered a breach of this Lease.

12. SERVICES:

Subject to Lessor's obligations under Paragraph 7 above, the Lessor shall have no responsibility or liability to furnish any services to Lessee, but Lessee may negotiate with Lessor for any services it

may request and shall pay for such additional services the consideration so negotiated. However, nothing in this paragraph 12 shall be construed to relieve Lessor from maintaining and operating the Airport as a public airport with public airport facilities.

13. INDEMNIFICATION AND INSURANCE:

- (a) The Lessee agrees to indemnify and save harmless the Lessor from any and all losses, claims, demands, actions, costs or expenses that may proximately result to the Lessor from any act or omission on the part of the Lessee.
- (b) During the term of the Lease, Lessee shall maintain, at Lessee's expense, public (not excluding the Lessor) liability insurance against claims or liability for personal injury, death and property damage arising from the use of the leased premises and adjoining areas. The insurance shall be carried with insurance companies authorized to transact business in Ohio and shall be in an amount no less than \$500,000 for property damage and no less than \$500,000 for injury or death to any one person and \$1,000,000 for any one accident. Such insurance shall be maintained for the mutual benefit of the Lessee and the Lessor, its agents and employees, and shall name the Lessee and Lessor as insureds. Lessor reserves the right to increase such insurance requirements, if required by rules and regulations of the airport adopted by Mansfield City Council, but such an increase may only be made effective on the starting date of one or more renewal terms hereunder and, further, provided that if any such increase raises any one or more coverage limit by more than 20% over the then existing limit, the Lessee may elect to terminate this Lease as provided for in paragraph 18.
- (c) Lessee shall be responsible for maintaining its own insurance on all buildings and other improvements on the leased premises together with the contents therein.
- (d) Lessee shall furnish Lessor with certificates of all insurance required hereunder which certificates and the underlying policies shall include a provision that coverages will not be canceled or materially changed without at least ten (10) days prior written notice to Lessor.
- (e) In the event the improvements on the Lease Premises are destroyed or are damaged in excess of fifty percent (50%) of total property value due to any cause, the Lessee may, at its own expense, repair, restore or replace the destroyed property if Lessee deems it practical or advisable to do so, and this Lease shall continue in full force and effect without abatement of reduction in rent. If Lessee deems it impractical or inadvisable to repair, restore or replace the destroyed or damaged improvements, this Lease shall terminate on ninety (90) days written notice to Lessor. If so terminated, Lessee at request of Lessor shall remove the damaged improvements and debris and restore the surface to its approximate

original condition, and Lessee shall be entitled only to reimbursement of any rental paid in advance for the unexpired portion of the Lease term.

14. DEFAULT:

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

15. SUBORDINATION:

- (a) **State and Federal Law.** This Lease is subject to all provisions and conditions of any existing or future agreements by the Lessor with the Federal Aviation Administration and with the Ohio Department of Transportation, Office of Aviation regarding the airport and nothing contained herein shall be construed to prevent the Lessor from making further agreements with the federal government and the State of Ohio regarding the airport.
- (b) **Local Ordinances/Regulations.** This Lease is subject to all ordinances of the City which affect the Airport and all rules and regulations of the Airport in effect from time-to-time.
- (c) **Should the effect of such agreements referred to under (a) above or the laws/regulations under (b) above be to substantially destroy or prevent the reasonable exercise of Lessee's rights and uses hereunder by taking a part of the leased premises or in some other manner, then the Lessee or Lessor may terminate this Lease under the provisions of paragraph 18 hereof.**

16. CONDEMNATION:

The Lessor City shall have the power of eminent domain with respect to the leased premises, even though Lessor is a party hereto, in accordance with the statutes of the State of Ohio relating to eminent domain and condemnation.

17. ASSIGNMENT:

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

18. TERMINATION:

This Lease shall terminate at the end of the full term hereof, and the Lessee shall have no further right or interest in any part of the demised premises except as provided in paragraph 2 of this Lease, and the Lessor shall be entitled to have the land demised herein returned to it clear of all improvements above ground level and if Lessee fails to so remove improvements, they shall thereafter become the property of the Lessor. Notwithstanding the foregoing, if Lessee desires to continue using the premises and the City has not converted the premises to some other use, then the City agrees to negotiate a new Lease Agreement in good faith.

This Lease may be terminated by the Lessee without liability for rentals accruing thereafter and without return of any rental paid in advance, at the end of any twelve (12) month period after the date of this Lease; subject, however, to a sixty (60) days advance written notice to Lessor when said Lease is to be terminated, and Lessee may, at Lessee's option, remove the improvements on the demised premises and if Lessee fails to do so within a reasonable time after termination, then the improvements shall become the property of the Lessor.

In the event Lessor fails to perform its obligations as set forth in the Lease, and such failure substantially destroys or prevents the reasonable exercise of Lessee's rights and uses hereunder, the Lessor shall pay to the Lessee as liquidated damages the current value of the fixed improvements of an aeronautical and related nature made on the demised premises (for the purpose of this Lease, said current value shall be computed based upon an appraisal procedure agreed upon by the parties) and thereupon all such improvements shall be and become the sole property of Lessor; provided, however, that in lieu of accepting said current value, the Lessee shall have the option of removing said fixed improvements and thereupon this Lease shall terminate.

Default of payment of any of the rentals reserved herein to the Lessor or default in payment of any taxes levied against the leased premises or improvements, shall give the Lessor the right to terminate this Lease at any time after sixty (60) days' notice has been given to Lessee, unless within said time the Lessee has complied fully with the requirements for payment of such rental or taxes. In the event this Lease is finally terminated for such a default of Lessee, the improvement shall be removed or become Lessor's property as provided hereinabove.

On the nonpayment of the whole or any part of the amounts agreed upon at the time such payments become due, the damage or destruction of Lessee's hanger building without repair satisfactory to the Lessor or replacement thereof within twelve (12) months, the abandonment of the demised premises or complete discontinuance of usage for aircraft storage, or upon the nonperformance by

Lessee of any or the agreements and covenants herein mentioned, by it to be kept and performed, the Lessor shall give the Lessee written notice by certified mail of the claimed defect, failure, omission or commission of the Lessee and the Lessee shall thereupon have the right and privilege to cure such defect, etc. within a period of sixty (60) days. Upon the failure of the Lessee to do so, the Lessor may take immediate possession of the premises and declare this Lease terminated, subject to Lessee's right to remove the improvements pursuant to paragraph 14. In this connection, it is agreed that failure of the Lessor to declare this Lease terminated upon a default of Lessee for any of the reasons set out shall not operate to bar or destroy the right of Lessor to declare this Lease null and void by reason of any subsequent violation of the terms of this Lease.

19. NON-WAIVER:

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

20. NOTICES:

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

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

To: Lessee at the address as shown at
the beginning of this Lease.

21. SUCCESSORS/ASSIGNS:

All of the terms, covenants and agreements herein contained shall be binding upon and shall inure to the benefit of successors, heirs and assigns of the respective parties hereto.

22. PARAGRAPH HEADINGS:

The paragraph headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Lease.

23. SEVERABILITY:

If any term, covenant, condition or provision of this Lease is held by a Court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

IN WITNESS WHEREOF, the parties hereto have caused this Lease Agreement to be executed in triplicate as of the day and year first above-written.

WITNESSES:

CITY OF MANSFIELD (Lessor)

BY:

David Remy, Public Works Director

BRAD POCOCK (Lessee)

BY:

Brad Pocock

APPROVED AS TO FORM:

John R. Spon, Law Director

STATE OF OHIO)
) ss.
COUNTY OF RICHLAND)

On this ___ day of _____, 20__ before me, a Notary Public in and for said County and State, came the City of Mansfield, Ohio, by David Remy, its Public Works Director, who acknowledged the execution of the foregoing Lease to be his voluntary act on behalf of the City of Mansfield, Ohio, and the free act and deed of said City. (Ord. # ___ - ___).

Notary Public

STATE OF OHIO)
) ss.
COUNTY OF RICHLAND)

On this ___ day of _____, 20__ before me, a Notary Public in and for said County and State, came Brad Pocock, who acknowledged the execution of the foregoing Lease to be their voluntary and free act and deed.

Notary Public

SCHEDULE A

Term	Dates	Amount / Lot / Year
Initial	1/1/21 – 12/31/30	\$1,500.00
First Renewal	1/1/31 – 12/31/35	\$1,650.00
Second Renewal	1/1/36 – 12/31/40	\$1,800.00
Third Renewal	1/1/41 – 12/31/45	\$1,950.00
Fourth Renewal	1/1/21 – 12/31/50	\$2,100.00