

# Summary Feb 20, 2024

<u>Bill</u>	<u>Status</u>	<u>Title</u>	<u>Sponsor</u>
<b>CAUCUS BEGINS</b>			
24-018	Vote	Bridge repair on Home Road over US30 within the City of Mansfield. This project is currently scheduled to be constructed summer of 2024.	<b>Meier</b>
24-019	Vote	Approving reappointments by the Mayor to the Shade Tree Commission.	<b>Diaz</b>
24-020	Vote	Approving a reappointment by the Mayor to the Board of Utility Appeals.	<b>Burns</b>
24-021	Vote	Accepting a National PAL Mentoring Sub-grant in the amount of twenty-eight thousand eight hundred and 00/100 dollars (\$28,800.00) through the National Association of Police Athletic/Activities Leagues, Inc. to be used by the Mansfield Police Athletic League, and declaring an emergency.	<b>Meier</b>
24-022	Vote	Authorizing payment to The Ohio Department of Transportation in the amount of thirty-seven thousand, two hundred, seventy- three and 42/100 dollars (\$37,273.42) by affirming a Then and Now Certificate of the Finance Director, and declaring an emergency.	<b>Falquette</b>
24-023	Vote	Grant an easement to the United States of America from the City of Mansfield for Fiber Communication Lines at Mansfield Lahm, Richland County, Ohio.	<b>Diaz</b>
24-024	Vote	Approving the expenditure of funds received under the American Rescue Plan Act in the manner prescribed by and consistent with the requirements of the American Rescue Plan Act, and declaring an emergency.	<b>Falquette</b>
24-025	Vote	Authorizing the Mayor and Public Works Director to enter into an agreement with and accept funds from Work in Progress LLC, as agent for Domino's Pizza LLC, in the amount not to exceed \$25,000 for the "Plowing for Pizza" Program; authorizing the acceptance and appropriation and expenditure of \$25,000 for the "Plowing for Pizza" Program; and declaring an emergency.	<b>Diaz</b>
24-026	Caucus Only	An Ordinance making final cumulative annual appropriations for current expenses and other expenditures of the City of Mansfield, Ohio, for the fiscal year beginning January 1, 2024, and declaring an emergency.	<b>Falquette</b>

# Summary Feb 20, 2024

<u>Bill</u>	<u>Status</u>	<u>Title</u>	<u>Sponsor</u>
24-027	Caucus Only	Amending Section 8 of Ordinance No. 23-201 adopting personnel positions, pay grades, and salaries for certain employees of the City of Mansfield 2024 payroll year, by reorganizing and creating new positions in the Finance Division, and declaring an emergency.	<b>Meier</b>

**NEXT MEETING TUESDAY, March 5th, 2024 7:00 Council to follow**

Bill # 24-018

**CONSENT LEGISLATION**

Mr. Diaz

Ordinance/Resolution No. \_\_\_\_\_  
PIP No. 120497  
Project Name RIC SR 0030 08.79 Bridge Hit

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

**SECTION I - Project Description**

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

Bridge repair on Home Road over US30 within the City of Mansfield.

This project is currently scheduled to be constructed 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 front 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\_\_.

(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









**DEPARTMENT OF FINANCE  
STATEMENT OF FISCAL IMPACT**

RE: PAL Mentoring Grant

**Nature of Statement and Information Disclosed**

This is a statement of fiscal impact for the City of Mansfield to accept funding from the:  
National Association of Police Athletic/Activities Leagues, Inc.

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: \$28,800.00  
Funding Period: 1/1/24 - 12/31/24

***Impact on Expenditures***

<b>PROJECT COSTS:</b>	
Personnel	17,000.00
Supplies	2,600.00
Contractual Services	9,200.00
<b>Total Project Costs:</b>	<b>\$ 28,800.00</b>

The total project cost is estimated at \$ 28,800.00 . Note: \* Grant awarded annually.  
\* No local match.

**Match Required: \$0.00**

**Future Fiscal Impact**

***Impact on Revenue***

N/A

***Impact on Expenditures***

N/A



**DEPARTMENT OF FINANCE  
STATEMENT OF FISCAL IMPACT**

***Other Future Commitments***

N/A

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**Disclosures of Possible Material Future Events**

This grant provides a portion of the personnel costs associated with the PAL Director. In addition, it provides funds for community service projects with local youth. All personnel costs associated with the PAL Director would be charged to the Safety Services Fund (#214) if future grants are not awarded.

**General Assumptions**

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

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

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





**Instrument Number: ANGOH-2-23-0012**

**EASEMENT TO**  
**UNITED STATES OF AMERICA**  
**FROM**  
**CITY OF MANSFIELD, OHIO**  
**FOR**  
**FIBER COMMUNICATION LINE**  
**MANSFIELD LAHM IAP, RICHLAND COUNTY, OHIO**

THIS EASEMENT (this “Easement”) is made as of the \_\_\_\_\_ day of \_\_\_\_\_ 2024, by and between the **City of Mansfield**, a Municipality existing under the laws of the State of Ohio (the “Grantor”) and **THE UNITED STATES OF AMERICA** (the “Government”) and its assigns. The Grantor and the Government may sometimes be referred to jointly as the “Parties,” and each separately as a “Party.” The Government includes its officers, employees, representatives, agents, and contractors.

The Government is entering into this Easement pursuant to **10 U.S.C. § 2663(c)**.

**NOW, THEREFORE**, the Parties hereby agree as follows:

### **GRANT OF EASEMENT**

In consideration of the sum of ONE and 00/100 DOLLARS (\$1.00) and other good and valuable consideration, the Grantor hereby grants to the Government a temporary, non-exclusive easement in, over, under, along, across and upon certain real property owned by Grantor and located in the City of Mansfield, County of Richland, State of Ohio as more particularly described on **Exhibit A** and depicted in **Exhibit B**, both of which are attached hereto and incorporated herein (the “Easement Area”), together with the right of the Government to use the Easement Area for the purpose of constructing and maintaining Fiber Optic lines. Grantor and its successors and assigns, covenants with Government and with its successors and assigns, that Grantor is lawfully seized in fee simple of the Easement Area; that the Easement Area is free and clear from all liens and encumbrances, except as expressly set forth herein; and that Grantor and their successors and assigns shall and will, **WARRANT AND DEFEND** the same to the Government, and its successors and assigns, forever against the lawful claims of all persons.

**RESERVING** unto the Grantor, its successors and assigns, all such rights and privileges as may be used without interfering with the activities, uses, rights and privileges acquired through this Easement.

This Easement is granted subject to the following terms and conditions:

#### **I. TERM**

**1.1.** The easement will be for a term of 50 years from the date signed.

#### **II. CONDITION OF EASEMENT AREA**

**2.1.** Prior to entry upon the Easement Area by the Government, the Parties will prepare and sign a Physical Condition Report (PCR), which is at Exhibit C attached hereto and incorporated herein, to reflect the condition of the Easement Area prior to the use of the Easement Area by the Government. The PCR shall be used to indicate the condition of the Easement Area prior to its use by the Government to ensure that the Government returns the Easement Area to the condition required by this Easement (see Section 6.2).

### III. MAINTENANCE AND REPAIR

3.1. The Government shall keep and maintain the Easement Area in as good order and repair as that existing on the Commencement Date, reasonable wear and tear and damage beyond the control of the Government excepted (e.g., acts of God), throughout the entire term of this Easement. The Government, however, shall not be responsible for any act or omission of the Grantor or anyone other than the Government that causes damage to the Easement Area. If any act or omission of the Government in the exercise of its rights and privileges hereunder results in damage to the Easement Area, the Government will, upon the prior written approval of the Grantor, either repair such damage or make an appropriate settlement with the Grantor. In no event shall such repair or settlement exceed the consideration paid for this Easement. Additionally, the cost of such repairs or the amount of any such settlement under this provision is subject to the fiscal limitations in Section 8.14 below. The provisions in this section are without prejudice to any rights the Government or Grantor may have to assert a claim against third-parties under applicable laws for such damage.

### IV. COMPLIANCE WITH APPLICABLE LAWS

4.1. The Government shall comply, at its sole cost and expense, with all applicable laws, regulations, rules, or ordinances that are or may become applicable to its use and occupancy of the Easement Area, including but not limited to obtaining any environmental permits required for its activities within and use of the Easement Area. Nothing in this Easement shall be construed to constitute a waiver of Federal Supremacy or Federal sovereign immunity.

A. The Government, however, shall not be responsible for any act or omission of the Grantor or anyone other than the Government that contaminates the Easement Area or the Grantor's remaining property, and the Grantor agrees to comply with all applicable environmental laws, regulations, rules or ordinances as a result of any such act or omission, and to the extent permitted by law, the Grantor agrees to hold the Government harmless from, indemnify and defend the Government against, any action to the extent arising from contamination on/beneath, or migrating on/beneath, the Easement Area caused by the Grantor.

B. To the extent permitted by law, including but not limited to the Federal Tort Claims Act (28 U.S.C. §§ 2671 *et seq.*), the Government agrees to be responsible for all damages, losses, injuries, liabilities, fines/penalties, costs and expenses resulting from acts or omissions of the Government within or about, and from its use of, the Easement Area

### V. CONSTRUCTION AND ALTERATIONS

5.1. The Grantor hereby grants the Government the right to place, construct, or make substantial improvements, structures, alterations, or additions to, or installations upon, and

otherwise modify or alter the Easement Area (“Alterations”). Unless otherwise agreed in writing, all Alterations shall remain the property of the Government when annexed to the Easement Area.

## **VI. TERMINATION**

**6.1.** The Government may terminate this Easement at any time by giving the Grantor at least thirty (30) days’ prior written notice. This Easement MAY NOT BE TERMINATED by the Grantor. All obligations of the Government: (A) to repair and restore the Grantor’s property as set forth in Section 3.1 above and Section 6.2 below; (B) set forth in Section 5.1 above; and, (C) set forth in Section 4.1(B) above, shall survive the expiration or earlier termination of this Easement.

**6.2.** Upon expiration or early termination of this Easement, subject to Section II above, the Government shall restore the Easement Area to its condition on the Commencement Date as documented in the PCR, subject to reasonable wear and tear. The Parties agree to reasonably cooperate in determining the nature and scope of the work that will be required to restore the Easement Area. In the alternative and at the Government’s discretion, the Government may convey any remaining improvements to Grantor in lieu of removal and/or restoration.

## **VII. NOTICES**

**7.1.** Any notices or communications that may be permitted or required related to this Easement shall be in writing and shall be deemed to have been duly given and effective as of the date and time the same are personally hand delivered, transmitted electronically by facsimile, or within three (3) business days after depositing with the United States Postal Service, postage prepaid by registered or certified mail, return receipt requested, or within one (1) business day after depositing with FedEx or other overnight delivery service from which a receipt may be obtained, and that have been addressed as follows or to such other address as either Party hereto shall from time to time designate to the other by notice in writing as provided herein.

### **Address of the Government**

NGB/A4AIR  
3501 Fetchet Ave.  
JB Andrews AFB MD 20762-5157

### **Address of the Grantor**

City of Mansfield  
30 North Diamond Street  
Mansfield, OH 44903

With a copy to:

N/A

## VIII. GENERAL PROVISIONS

- 8.1. Headings or Titles.** The brief headings or titles preceding each term or condition are merely for purposes of identification, convenience, and ease of reference, and will be completely disregarded in the construction of this Easement.
- 8.2. Personal Pronouns.** All personal pronouns used in the Easement, whether used in the masculine, feminine, or neuter gender, will include all other genders.
- 8.3. Waiver of Rights.** Delay in the enforcement of any right hereunder by a Party shall not result in a waiver of that right and any waiver by a Party hereunder shall require a written document, signed by the Party to be bound, expressly acknowledging that waiver.
- 8.4. Third-Party Beneficiaries.** Specified third-party beneficiaries of this Easement are any federal or state regulatory personnel or agency representatives that are supporting or facilitating completion of work within the Easement Area and any parent, wholly owned subsidiary, or affiliated company of the Grantor if such entity becomes the fee owner of the real property encompassing the Easement Area and the assignee of the Agreement to Grant Access Easement.
- 8.5. Prohibition of Encumbrances.** The Government and its contractor shall keep the Easement Area free and clear from any liens arising out of the work within the Easement Area performed, materials furnished, or financial obligations incurred by the Government or its contractor.
- 8.6. Applicable Laws.** This Easement shall, except as to matters of federal law or as otherwise expressly provided herein, be governed by and construed in accordance with the property law of the State within which the Easement Area is located.
- 8.7. Recordation.** This Easement shall be recorded in the appropriate Registry of Deeds by the Grantor, who will provide a copy of the recorded Easement to the Government.
- 8.8. Amendment.** The provisions in this Easement may not be modified or amended except by a recordable instrument properly executed by each of the Parties hereto.
- 8.9. Insurance and Indemnification.** The Government is self-insured. The Government cannot indemnify the Grantor for any purpose.
- 8.10. Entire Agreement.** It is expressly agreed that this written instrument, together with the provisions of other documents that are expressly incorporated by reference by the terms of this Easement, embodies the entire agreement between the Parties regarding the use of the Easement Area by the Government. In the event of any inconsistency between the terms of this Easement and of any provision that has been incorporated by reference, the terms of this Easement shall govern. There are no understandings or agreements, verbal or otherwise, between the Parties except as expressly set forth in this Easement.
- 8.11.** This Easement may only be modified or amended by mutual agreement of the Parties in

writing and signed by each of the Parties.

**8.12. Time of the Essence.** Time shall be of the essence with respect to complying with all terms and conditions in this Easement.

**8.13. No Waiver of Federal Supremacy.** Nothing in this Easement shall be construed to constitute a waiver of federal supremacy or federal sovereign immunity by the Government.

**8.14. Anti-Deficiency Act.** Notwithstanding anything in this Easement to the contrary, the cost and expense of performance by the Government of its obligations hereunder, if any, shall be subject to and dependent upon appropriations being duly made from time to time by Congress for such purposes. Under no circumstances shall failure of the Government to appropriate sufficient funds to meet obligations hereunder constitute a default or require payment or penalty of any kind under this Easement. Without limiting the foregoing, nothing in this Easement shall be interpreted to require obligations or payments by the Government in violation of the Anti-Deficiency Act, **31 U.S.C. § 1341 *et seq.***, to the extent the Anti-Deficiency Act applies to such obligations or payments. Nothing contained in this Easement may be considered as implying that Congress will at a later date appropriate funds sufficient to meet deficiencies.

**8.15. Interpretation of Easement.** The Parties and their legal counsel have participated fully in the negotiation and drafting of this Easement. This Easement has been prepared by the Parties equally, and should be interpreted according to its terms. No inference shall be drawn that this Easement was prepared by, or is the product of, either Party.

## **IX. FEDERAL AGENCY**

**9.1.** The acquiring federal agency is the United States Department of the Air Force on behalf of the Government.

## **X. REPORT TO CONGRESS**

**10.1.** This Easement is not reportable under **10 U.S.C. § 2662.**

## **XI. EXHIBITS**

**11.1.** Three (3) exhibits are attached to and made a part of this Easement, as follows:

- Exhibit A - Description of the Easement Area
- Exhibit B - Depiction of the Easement Area
- Exhibit C - Physical Condition Report (PCR)

*[Remainder of page intentionally left blank]*

**IN WITNESS WHEREOF**, the Parties have caused this Easement to be executed by their duly authorized representatives on the dates shown below.

**GRANTOR:**

Name: City of Mansfield

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

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

Louis Andres  
Public Works Director

**ACKNOWLEDGEMENT**

**WITNESSES:**

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

**STATE OF** \_\_\_\_\_

§

§

**COUNTY OF** \_\_\_\_\_

§

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2024 by Louis Andres, the Public Works Director of the City of Mansfield, Ohio, an Ohio municipal corporation. No oath or affirmation was administered pursuant to the notarial act.

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

Commission expiration date: \_\_\_\_\_

ACCEPTANCE

The Government hereby accepts this grant of Easement.

GOVERNMENT:

**THE UNITED STATES OF AMERICA**, acting  
by and through the **SECRETARY OF THE AIR  
FORCE**

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

By: \_\_\_\_\_  
JEFFREY P. DOMM  
Director, Installations Directorate

**ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_

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§  
§

COUNTY OF \_\_\_\_\_

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me \_\_\_\_\_ the undersigned Notary Public, personally appeared JEFFREY P. DOMM, personally known to me to be the person whose name is subscribed to the foregoing Easement, and personally known to me to be the Director, Installations Directorate, and acknowledged that the same was the act and deed of the Secretary of the Air Force and that he executed the same as the act of the Secretary of the Air Force for the purposes and consideration cited therein.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

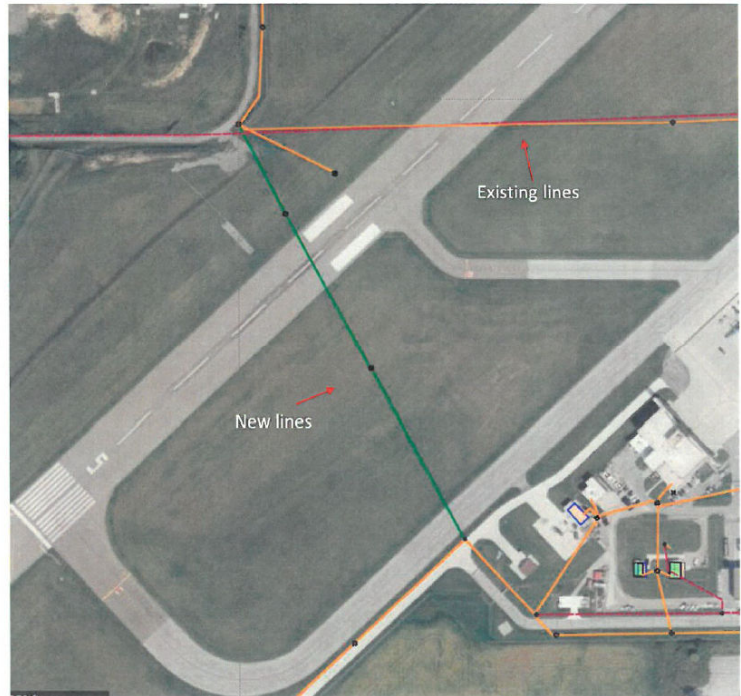
\_\_\_\_\_  
Commission Expiration Date

**EXHIBIT A**

**Legal Description of the Easement Area**

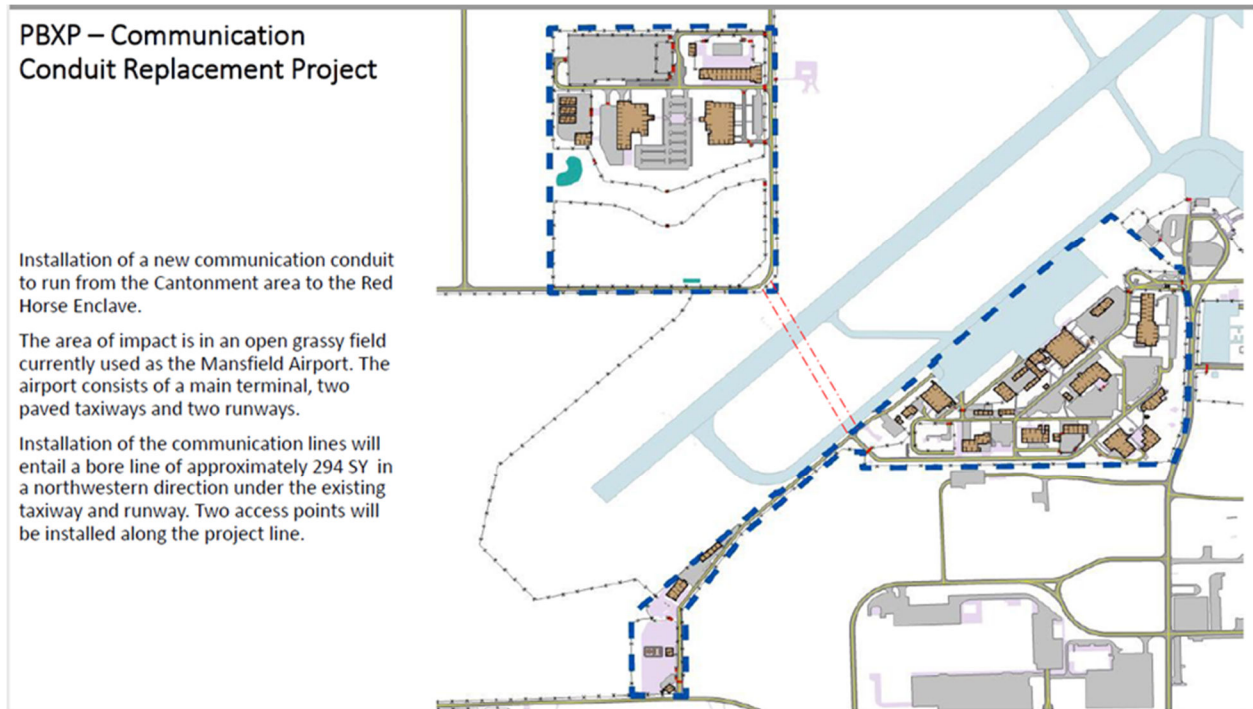
Mansfield-Lahm ANG, PBXP- Ohio  
PBXP222030 – Replace Comm Conduit  
Appx 31

- Bore project to improve communication lines from Cantonment to RED HORSE Beddown
- A corridor of 2'x 1320' or 294 SY will be required
- New fiber lines will connect to two new access points (black dots).
- Ingress and egress to existing access points on ANG leased lands
- Extends under taxiway Alpha and runway 5/23.
- New lines will be maintained by 179 AW



**EXHIBIT B**

**Depiction of the Easement Area**



**EXHIBIT C  
Physical Condition Report (PCR)**

**EBS Waiver with VSI dated 10 Apr 2023**

BY: MR. FALQUETTE

Approving the expenditure of funds received under the American Rescue Plan Act in the manner prescribed by and consistent with the requirements of the American Rescue Plan Act, and declaring an emergency.

**WHEREAS**, the City has received the \$20,995,402.00 in American Rescue Plan money to spend on program related items, and

**WHEREAS**, the Final Rule allows local governments to elect a standard allowance of up to \$10 million, not to exceed the total award allocation, in lieu of calculating revenue loss as prescribed by Treasurer, and

**WHEREAS**, on December 23, 2022 the U.S. Congress enacted the bipartisan State, Local, Tribal, and Territorial Fiscal Recovery, Infrastructure, and Disaster Relief Flexibility Act as an amendment to the Fiscal Year (FY) 2023 omnibus appropriations bill; the amendment provides additional flexibility for the \$350 billion Coronavirus State and Local Fiscal Recovery Fund (Recovery Fund) authorized under the American Rescue Plan Act (ARPA), including infrastructure, community development, and disaster response, and

**WHEREAS**, the City has updated the list of appropriate expenditures for Council approval, and

**WHEREAS**, the remaining balances are \$ 408,679.59 in regular ARPA funds, and \$ 74,980.63 in Revenue Replacement Funds.

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

SECTION 1. This City Council does hereby approve the expenditure of funds received under the American Rescue Plan Act, as now appear on the detailed list attached hereto, in accordance with the requirements of section 9901 of the "American Rescue Plan Act," and any applicable regulations.

SECTION 2. This City Council elects to use the standard allowance for identifying revenue loss within the Local Fiscal Recovery Fund as authorized by the American Rescue Plan Act.

SECTION 3. That by reason of the immediate necessity for making eligible emergency expenditures under the American Rescue Plan Act disbursements, 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 20 February 2024  
1<sup>st</sup> Reading 20 February 2024  
2<sup>nd</sup> Reading \_\_\_\_\_  
PASSED 20 February 2024

SIGNED /s/ Phillip E. Scott  
President of Council

ATTEST /s/ Delaine Weiner  
Clerk of Council

APPROVED /s/ Jodie Perry  
Mayor

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

City of Mansfield, Ohio

#	Project Name	Ordinance	Date	PO#	Receipts	ARPA Account		Revenue Replacement Account		Actual Expense	Remaining Balance	Complete	Return to Account
						Appropriations	Balance	Appropriations	Balance				
	First Allocation	21-206	10.05.2021			\$10,497,701.00		\$10,497,701.00					
1	Police Radio Replacement	21-206	10.05.2021	21-2244			(642,616.67)	\$9,855,084.33		\$642,524.69	\$91.98	y	\$91.98
2	Fire Station COVID Upgrades	21-206	10.05.2021	21-2444			(325,000.00)	\$9,530,084.33		\$250,906.99	\$74,093.01	y	\$74,093.01
3	Small Business Assistance	21-206	10.05.2021	21-2571			(550,000.00)	\$8,980,084.33		\$295,000.00	\$255,000.00	y	\$255,000.00
4	Catholic Charity	21-206	10.05.2021	22-887			(60,000.00)	\$8,920,084.33		\$60,000.00	\$0.00	y	\$0.00
5	3rd Street Sewer	21-206	10.05.2021	21-2246			(1,100,000.00)	\$7,820,084.33		\$1,048,271.00	\$51,729.00	y	\$51,729.00
6	4th Street Sewer	21-206	10.05.2021	21-2634			(950,000.00)	\$6,870,084.33		\$893,765.52	\$56,234.48	y	\$56,234.48
7	Water Line Design & replacement	21-206	10.05.2021	----			(900,000.00)	\$5,970,084.33		\$0.00	\$900,000.00		\$0.00
8	Municipal Court Radio Upgrades	21-268	12.21.2021	21-2657			(20,000.00)	\$5,950,084.33		\$16,705.84	\$3,294.16	y	\$3,294.16
9	Fire Station - HVAC	21-268	12.21.2021	21-2643			(13,400.00)	\$5,936,684.33		\$13,337.15	\$62.85	y	\$62.85
10	Police Training Facility - HVAC	21-268	12.21.2021	21-2652			(30,000.00)	\$5,906,684.33		\$30,000.00	\$0.00	y	\$0.00
11	Police Training Facility - Furniture	21-268	12.21.2021	21-2653			(29,247.02)	\$5,877,437.31		\$22,325.33	\$6,921.69		\$0.00
12	Engineering - Chairs	21-268	12.21.2021	21-2660			(4,365.00)	\$5,873,072.31		\$4,358.40	\$6.60	y	\$6.60
13	Engineering - Remote Video Equipment	21-268	12.21.2021	21-2578 / 22-942			(3,800.00)	\$5,869,272.31		\$3,800.00	\$0.00	y	\$0.00
14	Airport - HVAC	21-268	12.21.2021	21-2654 / 22-1983			(460,000.00)	\$5,409,272.31		\$460,000.00	\$0.00	y	\$0.00
15	#1 Fire Station Roof Repair	23-075	06.06.2023				(74,093.01)	\$5,335,179.30		\$0.00	\$74,093.01	y	\$74,093.01
	<b>Revenue Replacement 1st</b>	<b>21-206</b>	<b>10.05.2021</b>				<b>(5,013,194.55)</b>	<b>\$321,984.75</b>			\$1,347,433.77		<b>\$514,605.09</b>
							<b>Balance:</b>	<b>\$321,984.75</b>					
	<b>Returned amount to account (completed projects)</b>							<b>\$514,605.09</b>					<b>\$836,589.84</b>
	Second Allocation					\$10,497,701.00		\$ 10,497,701.00					
	<b>Total ARPA (remainder of 1st plus 2nd:)</b>							<b>\$11,334,290.84</b>					
16	Small Business Assistance PAE demo project	23-192	11.21.2023	23-2602			(200,000.00)	\$11,134,290.84		\$0.00	\$200,000.00		\$0.00
17	Small Business Assistance PAE demo project additional	23-192	11.21.2023	23-2602			(50,000.00)	\$11,084,290.84		\$0.00	\$50,000.00		\$0.00
18	North End Community Center	22-074	05.04.2022	----			(1,500,000.00)	\$9,584,290.84		\$0.00	\$1,500,000.00		\$0.00
19	Police Retention Payment	22-074	05.04.2022	N/A			(637,000.00)	\$8,947,290.84		\$461,500.00	\$175,500.00	y	\$175,500.00
20	Dispatch Retention Payment	22-074	05.04.2022	N/A			(27,500.00)	\$8,919,790.84		\$27,500.00	\$0.00	y	\$0.00
21	Rescue Squad Replacement	22-074	05.04.2022	22-2177			(350,000.00)	\$8,569,790.84		\$264,092.80	\$85,907.20	y	\$85,907.20
22	Clearfork Dam	22-074	05.04.2022	23-1214			(1,000,000.00)	\$7,569,790.84		\$1,000,000.00	\$0.00	y	\$0.00
23	Catholic Charity	22-144	08.03.2022	22-2097			(100,000.00)	\$7,469,790.84		\$100,000.00	\$0.00	y	\$0.00
24	Police Radio Replacement - Additional Equipment	22-144	08.03.2022	22-1881			(22,981.00)	\$7,446,809.84		\$22,981.00	\$0.00	y	\$0.00
25	Dispatch (Next Gen PSCC System)	22-144	08.03.2022	22-1996			(400,000.00)	\$7,046,809.84		\$48,279.37	\$351,720.63		\$0.00
26	Fire Premium Pay	23-038	03.21.2023	N/A			(570,000.00)	\$6,476,809.84		\$534,000.00	\$36,000.00	y	\$36,000.00
27	Fire Premium Pay add to balance to police premium pay	23-192	11.21.2023	N/A			(46,500.00)	\$6,430,309.84		\$46,500.00	\$0.00		\$0.00
28	HR 8 chairs ARPA leather	23-038	03.21.2023	23-1166			(2,500.00)	\$6,427,809.84		\$2,232.00	\$268.00	y	\$268.00
29	Catholic Charity (\$30,000-rent&utilities / \$20,000-food pantry)	23-038	03.21.2023	23-1175			(50,000.00)	\$6,377,809.84		\$50,000.00	\$0.00	y	\$0.00
30	Police & Fire Central Square computer system	23-079	06.06.2023	23-1616			(80,000.00)	\$6,297,809.84		\$80,000.00	\$0.00	y	\$0.00
31	City Building Renovate HVAC System	23-139	10.03.2023	23-2133			(400,000.00)	\$5,897,809.84		\$0.00	\$400,000.00		\$0.00
32	AFSCME/Premium Pay	23-139	10.03.2023	N/A			(600,000.00)	\$5,297,809.84		\$600,000.00	\$0.00	y	\$0.00
33	West End Target Area Design	Pending	Pending				(200,000.00)	\$5,097,809.84		\$200,000.00	\$0.00		\$0.00
	<b>Revenue Replacement 2nd</b>	<b>22-074</b>	<b>05.04.2022</b>				<b>(4,986,805.45)</b>	<b>\$111,004.39</b>			\$2,799,395.83		<b>\$297,675.20</b>
							<b>Balance:</b>	<b>\$111,004.39</b>					
	<b>Returned amount to account (completed projects)</b>							<b>\$297,675.20</b>					<b>\$408,679.59</b>
							<b>New Balance:</b>	<b>\$408,679.59</b>					

<b>ARPA Revenue Replacement 1st Appropriation</b>		<b>21-206</b>	<b>10.05.2021</b>					<b>\$5,013,194.55</b>					
<b>ARPA Revenue Replacement 2nd Appropriation</b>								<b>\$4,986,805.45</b>					
<b>Total ARPA Revenue Replacement:</b>								<b>\$10,000,000.00</b>	<b>\$10,000,000.00</b>				
1	MPD Mobile Security Unit (3 year lease)	21-224	11.03.2021	21-2428				(70,200.00)	\$9,929,800.00	\$70,200.00	\$0.00	y	\$0.00
2	Airport Taxiway/Taxi lane Drawings and Cost Estimates	21-243	12.07.2021	21-2475				(15,000.00)	\$9,914,800.00	\$7,735.00	\$7,265.00	y	\$7,265.00
3	Five (5) Police Cruisers - 2022 Dodge Chargers	21-274	12.21.2021	21-2651				(375,836.15)	\$9,538,963.85	\$317,225.42	\$58,610.73	y	\$58,610.73
4	Installation of Six (6) New Servers - Information Technology	22-005	01.18.2022	22-753				(352,318.72)	\$9,186,645.13	\$352,092.72	\$226.00	y	\$226.00
5	Four (4) LIFEPAK 15 V4 Monitor/Defibrillators	22-010	01.18.2022	22-737				(77,098.52)	\$9,109,546.61	\$77,098.52	\$0.00	y	\$0.00
6	Three (3) Police Cruisers - 2022 Ford Explorers	22-027	03.01.2022	22-987				(232,772.07)	\$8,876,774.54	\$230,131.82	\$2,640.25	y	\$2,640.25
7	(4) IT Computer Replacement	22-040	03.15.2022	22-1070				(9,629.92)	\$8,867,144.62	\$9,629.92	\$0.00	y	\$0.00
8	(1) Computer for Risk Manager	22-065	04.15.2022	22-1188				(1,986.54)	\$8,865,158.08	\$1,986.54	\$0.00	y	\$0.00
9	Police Locker Room	22-074	05.04.2022	22-1430 / 22-1431				(175,000.00)	\$8,690,158.08	\$93,971.10	\$81,028.90	y	\$81,028.90
10	City Vehicles (added to Streets for plow trucks)	22-074	05.04.2022	22-1625 / 22-1626				(600,000.00)	\$8,090,158.08	\$366,268.62	\$233,731.38		\$0.00
11	City Vehicles (other departments)	22-074	05.04.2022	23-1069				(125,000.00)	\$7,965,158.08	\$31,555.00	\$93,445.00	y	\$93,445.00
12	Police Shooting Range Building	22-074	05.04.2022	22-1398				(94,000.00)	\$7,871,158.08	\$94,000.00	\$0.00	y	\$0.00
13	(4) Unmarked Detective Vehicles	22-074	05.04.2022	22-2071				(100,000.00)	\$7,771,158.08	\$97,380.00	\$2,620.00	y	\$2,620.00
14	City Building Renovate & Front Foundation	22-074/23-038	05.04.2022	22-2342				(3,750,000.00)	\$4,021,158.08	\$60,229.56	\$3,689,770.44		\$0.00
15	Installation of Underground Conduit for Parking Lot Lights	22-087	05.17.2022	22-1446				(63,728.00)	\$3,957,430.08	\$63,728.00	\$0.00	y	\$0.00
16	Storage Area Network (SAN) Unit - Information Technology	22-118	06.21.2022	22-1630				(34,458.73)	\$3,922,971.35	\$34,458.71	\$0.02	y	\$0.02
17	Municipal Building Police Compound Lot Lift Gate	22-129	07.19.2022	22-1756				(38,537.00)	\$3,884,434.35	\$38,537.00	\$0.00	y	\$0.00
18	West End Target Area Design	22-144	08.03.2022	----				(200,000.00)	\$3,684,434.35	\$0.00	\$200,000.00	y	\$200,000.00
19	Rebranding City with County and Chamber	22-144	08.03.2022	----				(200,000.00)	\$3,484,434.35	\$0.00	\$200,000.00		\$0.00
20	Westinghouse Demo	22-144	08.03.2022	22-2088				(500,000.00)	\$2,984,434.35	\$262,303.82	\$237,696.18		\$0.00
21	Westinghouse Arch	22-144	08.03.2022	----				(40,000.00)	\$2,944,434.35	\$0.00	\$40,000.00		\$0.00
22	Downtown Mansfield / Destination Mansfield-Richland City	22-144	08.03.2022	22-2098 / 22-2099				(100,000.00)	\$2,844,434.35	\$100,000.00	\$0.00	y	\$0.00
23	North End Career Fair	22-144	08.03.2022	22-2341				(20,000.00)	\$2,824,434.35	\$20,000.00	\$0.00	y	\$0.00
24	Bike Path - Trimble Road	22-162	08.16.2022	22-2130				(500,000.00)	\$2,324,434.35	\$37,949.99	\$462,050.01		\$0.00
25	Back-up Storage Appliance for Disaster Recovery Site	22-189	10.04.2022	22-2222				(92,044.47)	\$2,232,389.88	\$92,044.47	\$0.00	y	\$0.00
26	Website Redesign, Including Countywide Branding	22-190	10.04.2022	22-2225				(38,250.00)	\$2,194,139.88	\$5,536.50	\$32,713.50	y	\$32,713.50
27	FAA Wind cone Project Grant Match	22-209	10.18.2022	N/A				(37,800.00)	\$2,156,339.88	\$12,713.57	\$25,086.43		\$0.00
28	City Building (additional money)	22-074/23-038	05.04.2022	22-2342				(250,000.00)	\$1,906,339.88	\$0.00	\$250,000.00		\$0.00
29	Walking path tunnel under Trimble Road	23-038	03.7.2023	----				(250,000.00)	\$1,656,339.88	\$0.00	\$250,000.00		\$0.00
30	Non-Bargaining ARPA Pay (Full time only)	23-038	03.7.2023	N/A				(530,000.00)	\$1,126,339.88	\$470,000.00	\$60,000.00	y	\$60,000.00
31	Utility Collections Blast proof door and glass and material	23-038	03.7.2023	23-1220				(50,000.00)	\$1,076,339.88	\$48,298.00	\$1,702.00	y	\$1,702.00
32	Police Cruisers additional money needed (4)	21-274	05.03.2023	23-1490				(71,250.98)	\$1,005,088.90	\$20,111.88	\$51,139.10		\$0.00
33	Sterkel Park Restrooms	23-064	05.16.2023	23-1902				(200,000.00)	\$805,088.90	\$34,494.20	\$165,505.80		\$0.00
34	Sterkel Park	23-192	11.21.2023	23-1902				(190,000.00)	\$615,088.90	\$0.00	\$190,000.00		\$0.00
35	Traffic Signal Preemption	23-065	05.16.2023	23-1653				(387,000.00)	\$228,088.90	\$47,500.00	\$339,500.00		\$0.00
36	Police Bearcat	23-076	06.06.2023	23-1618				(96,269.50)	\$131,819.40	\$0.00	\$96,269.50		\$0.00
37	Codes and Permitting new Computer System	23-077	06.06.2023	23-1637				(80,000.00)	\$51,819.40	\$0.00	\$80,000.00		\$0.00
38	Airport Gate Security System	23-060	05.03.2023	23-1411				(50,000.00)	\$1,819.40	\$47,090.17	\$2,909.83	y	\$2,909.83
39	Clearfork Dump Trailer	23-192	11.21.2023	23-2627				(48,000.00)	-\$46,180.60	\$0.00	\$48,000.00		\$0.00
40	Water Department Tractor and mower deck	23-139	10.03.2023					(42,000.00)	-\$88,180.60	\$0.00	\$42,000.00		\$0.00
41	City Building (additional money)	Pending	Pending					(380,000.00)	-\$468,180.60	\$0.00	\$380,000.00		\$0.00
								<b>Balance:</b>	<b>-\$468,180.60</b>		\$5,928,585.84		<b>\$543,161.23</b>

<b>Returned amount to account (completed projects)</b>								<b>\$543,161.23</b>	<b>\$74,980.63</b>
								<b>New Balance:</b>	<b>\$74,980.63</b>



BY: MR. FALQUETTE

An Ordinance making final cumulative annual appropriations for current expenses and other expenditures of the City of Mansfield, Ohio, for the fiscal year beginning January 1, 2024, and declaring an emergency.

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

SECTION 1. That, in accordance with the budgetary procedures timetable adopted pursuant to Resolution #88-212, passed July 5, 1988, and the appropriations set forth in Ordinance #23-181 (temporary appropriations), passed December 19, 2023, the sums set forth in the attached pages numbered 1 through 29 are incorporated herein and are hereby adopted and appropriated by classification as the final cumulative annual appropriations to provide for the current expenses and other expenditures of the City of Mansfield, Ohio, for the fiscal year beginning January 1, 2024, and any sums heretofore appropriated for 2024 are chargeable to and included in appropriations made herein.

SECTION 2. That being final cumulative annual appropriations which are essential to the ongoing fiscal operation of the City from and after January 1, 2024, 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>20 February 2024</u>
1 <sup>st</sup> Reading	<u>5 March 2024</u>
2 <sup>nd</sup> Reading	<u>19 March 2024</u>
PASSED	

SIGNED /s/ Phillip E. Scott  
President of Council

ATTEST /s/ Delaine Weiner  
Clerk of Council

APPROVED /s/ Jodie Perry  
Mayor

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

\* Publication required.

BY: MS. MEIER

Amending Section 8 of Ordinance No. 23-201 adopting personnel positions, pay grades, and salaries for certain employees of the City of Mansfield 2024 payroll year, by reorganizing and creating new positions in the Finance Division, and declaring an emergency.

**WHEREAS**, pursuant to Sections 1 through 37 of Ordinance No. 23-201, passed December 19, 2023, this Council adopted certain personnel positions, pay grades and salaries for certain employees of the City of Mansfield for the 2024 payroll year, and

**WHEREAS**, pursuant to Section 8 of said Ordinance positions and pay rates are outlined for the Finance Director’s Personnel, and with new leadership in that Division a reorganization of personnel and creation of new positions has become necessary, so as to promote efficiency and productivity of the Division.

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

SECTION 1. That Section 8 of Ordinance No. 23-201, passed December 19, 2023, be, and the same is hereby amended to read and provide as follows:

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

<u>POSITION</u>	<u>SALARY/GRADE/HOURLY</u>
<del>a. Assistant Finance Director + (Elected)</del>	<del>\$40,000 – \$80,000</del>
<del>b. Income Tax Director + (Elected)</del>	<del>\$40,000 – \$72,500</del>
<del>c. Payroll Director + (Elected)</del>	<del>\$40,000 – \$67,000</del>
<del>d. Internal Auditor + (Elected)°</del>	<del>\$35,000 – \$80,000</del>
<del>e. Tax Compliance Officer + (Elected)°</del>	<del>\$25,000 – \$46,000</del>
<del>f. Confidential Accountant (3) + (Elected)°</del>	<del>\$35,000 – \$69,000</del>
<del>g. Administrative Assistant (Finance) + (Elected)°</del>	<del>\$24,200 – \$54,500</del>
<del>h. Income Tax Enforcement Officer + (1) (Elected)°</del>	<del>\$21,492 – \$44,500</del>
<del>i. Senior Account Clerk</del>	<del>14</del>
<del>j. Field Tax Clerk</del>	<del>14</del>
<del>k. Finance Clerk (7)</del>	<del>13</del>
<del>l. Finance/Income Tax Court Coordinator</del>	<del>15</del>

<u>POSITION</u>	<u>SALARY/GRADE/HOURLY</u>
<b>a. Assistant Finance Director + (Elected) °</b>	<b>\$62,400 - \$87,360</b>
<b>b. Office Manager + (Elected) °</b>	<b>\$37,440 - \$54,080</b>
<b>FINANCE DIVISION:</b>	

<b>a. Budget Manager + (Elected) °</b>	<b>\$54,080 - \$76,960</b>
<b>b. Payroll Specialist + (Elected) °</b>	<b>\$49,920 - \$62,400</b>
<b>c. Payroll Assistant + (Elected) °</b>	<b>\$41,600 - \$58,240</b>
<b>d. Accounts Payable Specialist + (Elected) °</b>	<b>\$45,760 - \$60,320</b>
<b>e. Finance Clerk</b>	<b>13</b>
<b>f. Treasury Manager + (Elected) °</b>	<b>\$54,080 - \$76,960</b>
<b>g. Accounts Receivable Specialist + (Elected) °</b>	<b>\$45,760 - \$60,320</b>
<b>h. Audit Manager + (Elected) °</b>	<b>\$54,080 - \$76,960</b>
<b>i. Internal Auditor + (Elected) °</b>	<b>\$45,760 - \$60,320</b>
<b>j. Inventory Control Officer + (Elected) °</b>	<b>\$41,600 - \$58,240</b>
<b>k. Senior Account Clerk</b>	<b>14</b>
<b>INCOME TAX DIVISION:</b>	
<b>a. Income Tax Director + (Elected) °</b>	<b>\$62,400 - \$83,200</b>
<b>b. Tax Compliance Officer + (Elected) °</b>	<b>\$41,600 - \$58,240</b>
<b>c. Income Tax Enforcement Officer + (Elected) °</b>	<b>\$41,600 - \$58,240</b>
<b>d. Finance Clerk (6)</b>	<b>13</b>
<b>e. Finance/Income Tax Court Coordinator</b>	<b>15</b>
<b>f. Field Tax Clerk</b>	<b>14"</b>

**SECTION 2.** That by reason of the immediate necessity for adopting a comprehensive plan for personnel of the City of Mansfield which establishes the various authorized positions, pay grades, and salaries, this measure is determined to be an emergency Ordinance for the immediate preservation of the public peace, health, safety and welfare of the City of Mansfield and its inhabitants and providing it receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect, and be in force immediately upon its adoption, otherwise from and after the earliest time allowed by law, after its passage and approval by the Mayor.

Caucus	<u>20 February 2024</u>
1 <sup>st</sup> Reading	<u>5 March 2024</u>
2 <sup>nd</sup> Reading	<u>19 March 2024</u>
PASSED	<u>2 April 2024</u>

SIGNED /s/ Phillip E. Scott  
President of Council

ATTEST /s/ Delaine Weiner  
Clerk of Council

APPROVED /s/ Jodie Perry  
Mayor

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