

Summary - November 5th, 2025

Parks & Recreation Committee @ 6:35pm
Economic & Development Committee @ 6:45pm

<u>Bill</u>	<u>Status</u>	<u>Title</u>	<u>Sponsor</u>	<u>Committee Meeting</u>
COUNCIL BEGINS				
25-163	Vote	Granting a conservation easement to The North Central Ohio Land Conservancy, Inc., an Ohio not for profit corporation, of 693 Coleman Road, Mansfield, Ohio 44903, from the City of Mansfield for conservation of Old Growth Trees at John Todd Park, Mansfield, Ohio.	Burns	Parks Committee 6:35
CAUCUS BEGINS				
25-164	Vote	Honoring K-9 dog Mekel upon his retirement from the Mansfield Police Department.	All Members of Council	
25-165	Vote	Approving the presentation of Police Department K-9 "Mekel" to his handler.	All Members of Council	
25-166*	Caucus Only	Amending Section 339.02 of Chapter 339 (Commercial and Heavy Vehicles) of the City of the Mansfield Codified Ordinances of 1997 and declaring an emergency.	Diaz	
25-167	Caucus Only	Authorizing the Public Works Director to advertise for proposals and to enter into a contract for Utility Collection printing and mailing services, and declaring an emergency.	Burns	
25-168	Caucus Only	Authorizing the Public Works Director to advertise for proposals and to enter into a contract for the disposal and land application of wastewater sludge, and declaring an emergency.	Burns	
25-169	Caucus Only	Authorizing the Public Works Director to purchase, according to Sourcewell Contract 020223-CEC, one (1) Bobcat Backhoe Loader from Bobcat (480 West Henry Street, Wooster, Ohio 44691) in the amount of Eighty-Two Thousand One Hundred Sixty-three and 08/100 Dollars (\$82,163.08), and declaring an emergency.	Burns	
25-170	Vote	Authorizing the Safety Service Director to execute lease amendments with all tenants of the Mansfield Lahm Airport in order to incorporate the Storm Water Pollution Prevention Plan (SWPPP) developed and promulgated by the City of Mansfield, Engineering Department, and declaring an emergency.	Diaz	

25-171	Vote	Appropriating the sum of Twenty Thousand and 00/100 Dollars (\$20,000.00) from the unappropriated General Fund (#101), for the purpose of paying unanticipated plan reviews, electrical inspections and other contractual services through December 31, 2025, and declaring an emergency.	Falquette	
25-172	Caucus Only	Authorizing the Safety Service Director to purchase Microsoft 365 for all City of Mansfield Employees, pursuant to State of Ohio Contract #C00000018105, from Microsoft at Carahsoft (11493 Sunset Hills Road, Suite 100, Reston, VA 20190) in the amount of One Hundred Thirteen Thousand Six Hundred Eighty-One and 70/100 (\$113,681.70).	Falquette	
25-173	Vote	Expressing support for the internal program name change to the City's 2025 Projected uses for the Community Development Block Grant Funds.	Robertson	
25-174	Caucus Only	Delegating certain management responsibilities concerning Mansfield Lahm Regional Airport to the Safety Service Director, and his designees, in order to enhance administrative efficiency.	Diaz	
25-175	Caucus Only	Authorizing the Safety Service Director to execute an agreement with the Richland County Regional Planning Commission, and declaring an emergency.	Falquette	Economic Development Committee 6:45

NEXT MEETING: Tuesday, November 18th, 2025 7:00pm Council to follow

BY: ALL MEMBERS OF COUNCIL

Honoring K-9 dog Mekel upon his retirement from the Mansfield Police Department.

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

SECTION 1.

That this

Council, on behalf of the government and the citizens of the City of Mansfield, is privileged to honor and pay tribute to Mekel upon his retirement with the Mansfield Police Department, K-9 Unit on October 16, 2025, after almost six (6) years of service with the Mansfield Police Department K-9 Unit.

K-9 Mekel, a Czech German Shepherd, began his service with the Mansfield Division of Police on February 15, 2019, at one and a half years old. Over the last six years, Mekel faithfully served the citizens of Mansfield before officially retiring on October 16, 2025.

Throughout his career, Mekel demonstrated his exceptional skill and unwavering dedication.

One of Mekel’s greatest strengths was his remarkable tracking ability. Over the years, he successfully tracked and located at least nine suspects who fled from officers and vehicle stops, with two of those tracks stretching an impressive 1.3 miles and 1.4 miles. His talents extended beyond criminal cases, Mekel located four missing children and two elderly individuals who had wandered from home.

Mekel’s patrol career also included four official apprehensions: one breaking and entering suspect, one burglary suspect, one domestic violence warrant, and one mentally disturbed, possibly armed suspect.

In addition to his tracking and apprehension work, Mekel also contributed to narcotics and article searches, including assisting in a case that helped put a drug dealer behind bars.

Of course, no K-9 career is without a few “learning experiences.” One of the more unforgettable moments came during a call involving a suspect threatening homicide and suicide. We found the suspect lying perfectly still under a blanket. When I commanded Mekel to apprehend, I pulled the blanket back; and Mekel bravely (and enthusiastically) attacked, the blanket. The suspect wisely surrendered without a scratch.

Through every track, apprehension, and success, K-9 Mekel has been a loyal partner, a fearless protector, and a beloved member of the Mansfield Division of Police. His service will always be remembered with gratitude and affection.

On behalf of the City, we extend our sincerest appreciation and gratitude for Mekel’s years of loyal service and wish Mekel all of the best in his well-deserved retirement.

SECTION 2. That this Resolution shall take effect immediately.

PASSED 05 November 2025

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

Laura Burns

Eleazer Akuchie

Aurelio Diaz

Shari Robertson

David Falquette

Phillip E. Scott

Kelly Converse

Cheryl Meier

Antoinette Daley

Deborah Mount

Keith Porch

Louie Andres

Jodie Perry

Roeliff E. Harper

BY: MR. DIAZ

Amending Section 339.02 of Chapter 339 (Commercial and Heavy Vehicles) of the City of the Mansfield Codified Ordinances of 1997 and declaring an emergency.

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

SECTION 1. That Section 513.03 of the Mansfield Codified Ordinances of 1997, be, and the same is hereby, amended to read as follows:

339.02 USE OF LOCAL STREETS; LOCAL PERMIT AND CONDITIONS.

(a) All motor trucks entering the City desiring to proceed directly through the City without making a stop therein shall proceed upon either duly designated State or United States routes, and any motor truck entering or leaving the City and desiring to proceed through the City without making a stop therein and entering or leaving the City upon streets other than those set forth shall proceed to one of the designated streets by the shortest route, and shall not thereafter deviate therefrom.

All motor trucks entering the City desiring to make stops therein upon streets other than those hereinbefore specified shall follow a route upon the streets designated, insofar as the same shall be possible. **All persons making stops and or deliveries away from designated streets must maintain a log of all deliveries and must make such delivery log available for review and confirmation.**

The Chief of Police or person properly designated shall post proper signs and this section shall have no effect except when so posted.

(b) When signs are erected giving notice thereof, no person shall cause a vehicle having a gross weight in excess of 6,000 pounds to enter upon the highways or streets, or portions thereof set forth in Traffic Schedule IV A., notwithstanding other provisions of this Traffic Code.

(c) Notwithstanding any provision of this chapter to the contrary, no person shall operate a commercial tractor, alone or in combination with any trailer, semitrailer or pole trailer, on any portion of the streets set forth in Traffic Schedule IV B. after an alternative truck route has been designated and proper signs have been erected, except for the purpose of making a delivery thereon.

(d) Local Permit and Conditions. Upon application and for good cause, the Police Chief may issue a local permit authorizing an applicant to move an oversize or overweight vehicle or combination of vehicles upon local streets.

No permittee shall be required to obtain a special permit from the Ohio Director of Transportation for the movement of the vehicle or combination of vehicles on streets or highways under local jurisdiction; however, the approval of the Ohio Director of Transportation shall be required for movement upon State routes as provided in Section **339.01**.

The Police Chief may grant a permit for a single or round trip, or for such period of time, not to exceed one year, as the Police Chief in his discretion deems advisable, or for the duration of any construction project. The Police Chief may limit or prescribe terms or conditions of operation for such vehicle or combination of vehicles by designating the route, hours, speed or such other restrictions as may be necessary for the preservation of the public peace, property, health and

safety. The Police Chief may require the posting of bond or other security necessary to compensate for any damage to a roadway or road structure.

For each such permit, the Police Chief shall charge ~~ten~~ **seventy-five** dollars (\$~~10.00~~**75.00**), and for each hour of time or any part thereof spent by each police officer in supervising the movement of such vehicle, the applicant shall pay the then current overtime rate for a Senior Patrol Officer in the Police Department.

Signs shall be posted to apprise drivers of the limitations imposed by this section. No driver shall disobey the instructions indicated on any such sign.

Violation of any of the limitations, terms or conditions of the permit granted by the Police Chief shall be cause for immediate revocation or suspension of such permit, and denial of request for any future permit. Such violation shall also subject the violator to the penalty prescribed by subsection (e) hereof.

~~—(e) Whoever violates any provision of this section is guilty of a minor misdemeanor. on a first offense; on a second offense within one year after the first offense, the person is guilty of a misdemeanor of the fourth degree; on each subsequent offense within one year after the first offense, the person is guilty of a misdemeanor of the third degree.~~

(e) Whoever violates any provision of this section is guilty of an unclassified misdemeanor. Each conviction for violation of this section shall be subject to a penalty of up to two (2) driver’s license points and a fine of up to One Thousand and 00/100 Dollars (\$1,000.00).

SECTION 2. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, and safety of the City of Mansfield, therefore, this Ordinance shall take effect and be in force immediately upon its passage and approval by the Mayor.

Caucus 05 November 2025
1st Reading 18 November 2025
2nd Reading 02 December 2025
PASSED 02 December 2025

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



Mansfield Division of Police

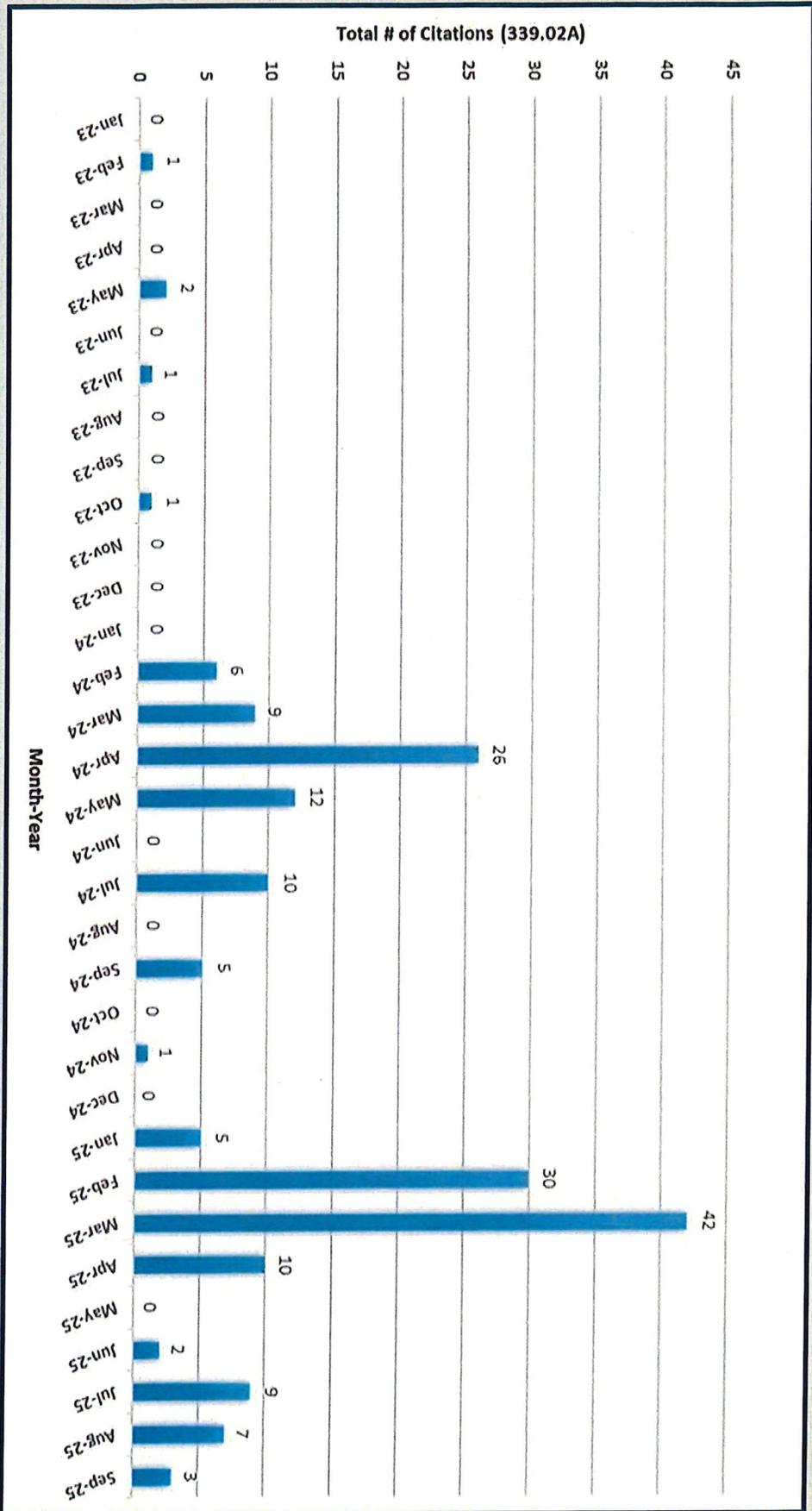
Jason Bannamm, Chief of Police

Downtown
Mansfield

Overview

There was a total of 182 citations that were issued with the specific charge of 339.02A (Truck Route, Fail to Follow) between January 01, 2023 through September 30, 2025.

Attachment for Bill #25-166





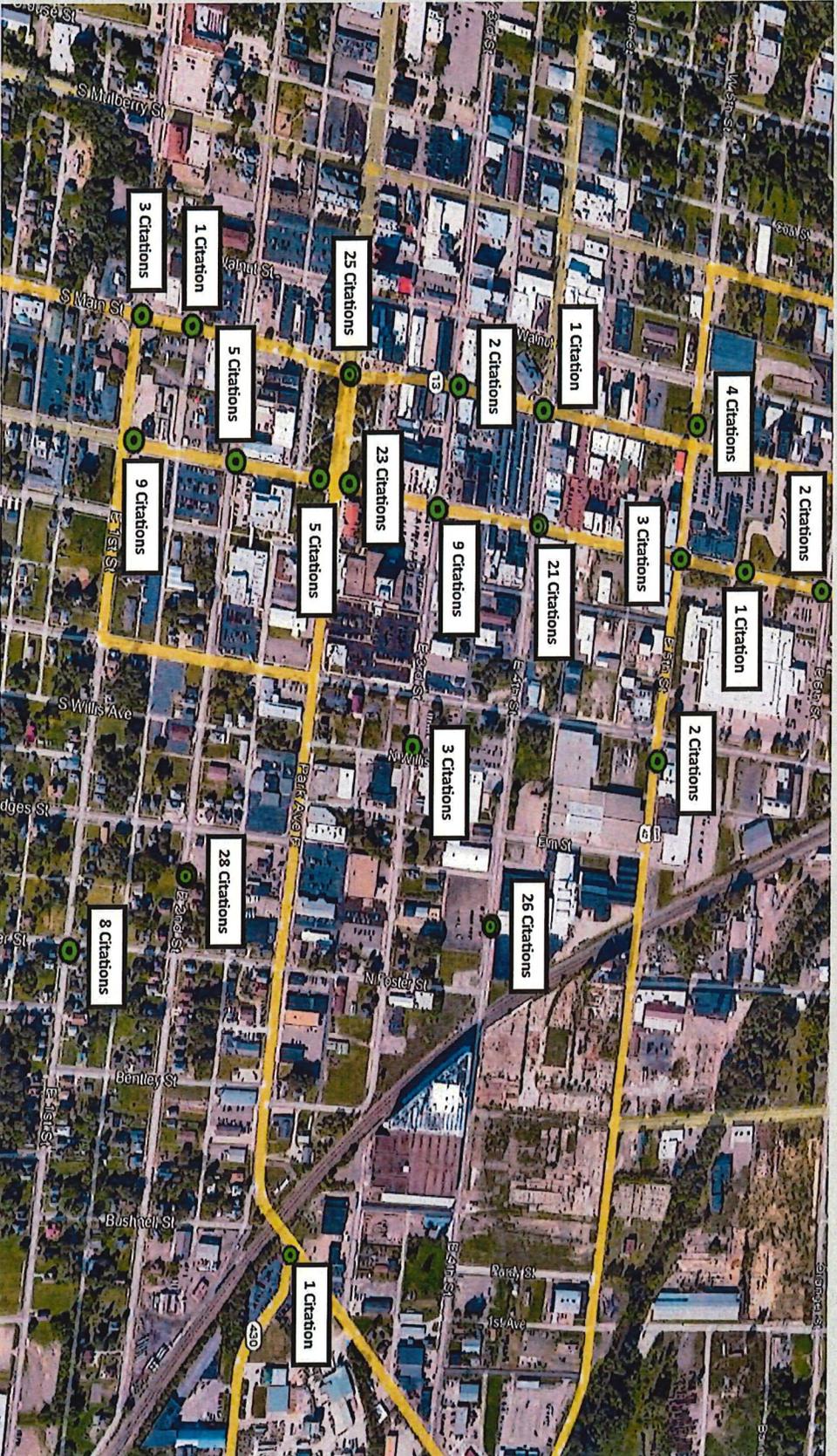
Mansfield Division of Police

Jason Bannmann, Chief of Police



Overview

There was a total of 182 citations that were issued with the specific charge of 339.02A (Truck Route, Fail to Follow) between January 01, 2023 through September 30, 2025.



ADDENDUM TO LEASE

The undersigned Tenant(s) is the scheduled to construct a new stated Hangar, to be Hangar #_____, which is to be located at Mansfield Lahm Regional Airport and built upon land currently leased from the City of Mansfield, Ohio. Tenant agrees to follow the SWPPP upon leased real property while vacant, under construction, and continuing upon construction of said Hangar #_____.

In light of revised Storm Water Pollution Prevention Plan (SWPPP) entered into by the City of Mansfield, Ohio and Mansfield Lahm Regional Airport, as required by State Law, said Tenant hereby consents to the following Addendum to their Lease with the City of Mansfield:

HANGAR _____

The current Mansfield Airport SWPPP was developed based on private hanger tenants having no exposed industrial activity and tenants shall maintain this condition as defined by the Ohio Environmental Protection Agency (OEPA). If these no exposure conditions as defined by the OEPA cannot be met, tenants shall apply for coverage under the OEPA authorization to discharge stormwater associated with industrial activity under the national pollutant discharge elimination system multi-sector general permit (MSGP) either as a permittee or co-permittee under the City of Mansfield permit and contact the City of Mansfield for inclusion of regulated activity in the overall airport SWPPP. Tenants are also responsible for regular maintenance of sanitary pretreatment if present. Tenants are responsible for determining applicability and compliance with 40 CFR 112 for their storage of petroleum products on site. Some tenants may be required to develop a Spill Prevention Control and Countermeasure (SPCC) plan under a separate regulatory program (40 CFR 112).

I certify under the penalty of law that I have read and understand the terms and conditions of the SWPPP for the Mansfield Lahm Regional Airport and agree to follow the practices described in the SWPPP.

This certification is hereby signed in reference to the City of Mansfield "Mansfield Lahm Regional Airport" SWPPP and the language above.

TENANT(S):

-(company name)-

By: _____

_____ Date

Print Name: _____

Title: _____

BILL #25-172

ORDINANCE # _____

BY: MR. FALQUETTE

Authorizing the Safety Service Director to purchase Microsoft 365 for all City of Mansfield Employees, pursuant to State of Ohio Contract #C00000018105, from Microsoft at Carahsoft (11493 Sunset Hills Road, Suite 100, Reston, VA 20190) in the amount of One Hundred Thirteen Thousand Six Hundred Eighty-One and 70/100 (\$113,681.70).

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

SECTION 1. That the Safety Service Director be, and is hereby, authorized to purchase Microsoft 365 for all City of Mansfield Employees, pursuant to State of Ohio Contract #C00000018105, from Microsoft at Carahsoft (11493 Sunset Hills Road, Suite 100, Reston, VA 20190) in the amount of One Hundred Thirteen Thousand Six Hundred Eighty-one and 70/100 (\$113,681.70).

SECTION 2. That the Microsoft 365 hereof shall be purchased with funds from the Information Technology Operations (602.54.01) Contractual Services Classification.

SECTION 3. 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>5 November 2025</u>
1 st Reading	<u>18 November 2025</u>
2 nd Reading	<u>02 December 2025</u>
PASSED	<u>02 December 2025</u>

SIGNED /s/ Phillip E. Scott
President of Council

ATTEST /s/ Delaine Weiner
Assistant Clerk of Council

APPROVED /s/ Jodie Perry
Mayor

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

PRICE QUOTATION

MICROSOFT at CARAHSOFT



11493 SUNSET HILLS ROAD, SUITE 100 | RESTON, VIRGINIA 20190
 PHONE (703) 871-8536 | FAX (703) 871-8505 | TOLL FREE 866-66CARAH
 WWW.CARAHSOFT.COM | MICROSOFT@CARAHSOFT.COM



TO: Mark Huckleberry
 Technical Primary
 The City of Mansfield, Ohio
 30 N Diamond St
 Mansfield, OH 44902 USA

FROM: Sarah Myers
 Microsoft at Carahsoft
 11493 Sunset Hills Road
 Suite 100
 Reston, Virginia 20190

EMAIL: mhuckleberry@ci.mansfield.oh.us

EMAIL: Sarah.Myers@carahsoft.com

PHONE: (419) 755-9673

PHONE: (571) 590-7291 **FAX:** (703) 871-8505

TERMS: FTIN: 52-2189693
 Shipping Point: FOB Destination
 Remit To: Same as Above
 Payment Terms: Net 30 (On Approved Credit)
 Cage Code: 1P3C5
 DUNS No: 088365767
 UEI: DT8KJHZXVJH5
 Credit Cards: VISA/MasterCard/AMEX
 Sales Tax May Apply

QUOTE NO: 59419004
QUOTE DATE: 10/17/2025
QUOTE EXPIRES: 10/31/2025
RFQ NO:
SHIPPING: GROUND
TOTAL PRICE: \$113,681.70
TOTAL QUOTE: \$113,681.70

LINE NO.	PART NO.	DESCRIPTION	ERP	QUOTE PRICE	QTY	EXTENDED PRICE
1	700-CFQ7TTC0LCHC-000N-P1Y	Microsoft 365 Business Premium (no Teams) P1Y Annual (Per Tenant Min: 1, Max: 300) - Per Each - 12 Month Term Microsoft Corporation CSP - CFQ7TTC0LCHC-000N-P1Y	\$237.60	\$195.78 OM	40	\$7,831.20
2	700-CFQ7TTC0LH18-000P-P1Y	Microsoft 365 Business Basic (no Teams) P1Y Annual (Per Tenant Min: 1, Max: 300) - Per Each - 12 Month Term Microsoft Corporation CSP - CFQ7TTC0LH18-000P-P1Y	\$57.60	\$47.46 OM	220	\$10,441.20
3	700-CFQ7TTC0FLX-21-P1Y	Microsoft 365 E3 (no Teams) P1Y Annual (Per Tenant Min: 1, Max: 10000000) - Per Each - 12 Month Term Microsoft Corporation CSP - CFQ7TTC0FLX-21-P1Y	\$405.60	\$334.21 OM	240	\$80,210.40
4	700-CFQ7TTC0MZJF-9-P1Y	Microsoft Teams Enterprise P1Y Annual (Per Tenant Min: 1, Max: 10000000) - Per Each - 12 Month Term Microsoft Corporation CSP - CFQ7TTC0MZJF-9-P1Y	\$63.60	\$52.41 OM	290	\$15,198.90
5	CSP-Domain-New	This order requires a custom domain which will be used to create your user accounts and email address to manage your licenses. Please provide a custom domain at the time of ordering following this format: XXXcustomname.onmicrosoft.com. Do not use spac Microsoft Corporation CSP - CSP-Domain-New	\$0.00	\$0.00 OM	1	\$0.00
SUBTOTAL:						\$113,681.70
TOTAL PRICE:						\$113,681.70
TOTAL QUOTE:						\$113,681.70

PRICE QUOTATION

MICROSOFT at CARAHSOFT



11493 SUNSET HILLS ROAD, SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8536 | FAX (703) 871-8505 | TOLL FREE 866-66CARAH
WWW.CARAHSOFT.COM | MICROSOFT@CARAHSOFT.COM

carahsoft.

By placing an order against this quote customer accepts the terms and conditions contained within the proposal.

Licensed Products and/or Online Services Terms:

All use of the Products and/or Online Services specified above shall be governed by the applicable Microsoft Volume Licensing Terms which consist of the Product Terms, Online Services Terms (OST), Online Services Data Protection Addendum (DPA), and/or Service Level Agreements for Microsoft Online Services (SLA) which are available at <https://www.microsoft.com/en-us/licensing/product-licensing/products>.

All Purchases via the Microsoft CSP Program require the customer to agree to the Microsoft Customer Agreement. By placing an order with Carahsoft the customer agrees that they have reviewed and accepted the terms.

<https://www.microsoft.com/licensing/docs/customeragreement>.

Cancellation:

Licenses placed under the CSP New Commerce Experience (NCE) Program can only be cancelled within the first 7 days of the term and the refund will be pro-rated. After 7 days, no cancellation is possible.

Requests for returns for licenses placed under the AOSG Program must be submitted within 60 days of the invoice date and are not guaranteed. A 5% restocking fee may apply.

If you are entering into an Open Value or Open Value Subscription Agreement customer will be required to review and accept the terms and conditions via Microsoft eAgreement. Open Value and Open Value Subscription agreements are for a three year period, paid annually or upfront.

Customer will pay for all Fees based on: (a) Customer's use of the Services; (b) any Committed Purchases selected; and/or (c) any Package Purchases selected. For consumption or 'pay as you go' items Carahsoft will invoice Customer on a monthly basis for those Fees accrued at the end of each month. Carahsoft's measurement of services is based upon Microsoft's measurement of Customer's use of the Services, this measurement is final.

Microsoft Devices Terms and Conditions:

All warranties, extended services plans, and terms and conditions for your Microsoft Device can be found here: <https://support.microsoft.com/en-us/topic/warranties-extended-service-plans-and-terms-conditions-for-your-device-eedf7a23-84a7-1a47-480b-0e10503eedf5>. Microsoft makes no warranties or conditions as to items distributed under a third-party name, copyright, trademark or trade name that may be offered with or incorporated with the Devices.

If the purchase requires only TAA-compliant devices, it must be clearly indicated as a requirement on the Purchase Order. System software and updates use significant storage space; your storage capacity will be less. Please see [Surface.com/storage](https://www.microsoft.com/surface/storage) for more information. NOTE 1 GB = 1 billion bytes.

DocuSign Envelope ID: 720B2080-20B2-4256-806B-DEA76A1B3BF1

Attachment A to Bill # 25-###

Requestor	\$740,000 ESTIMATED		Department Proposed	Mayor Proposed	Laura Burns	Cheryl Meier	Eleanor Akuchie	Antoinette Daley	Deborah Mount	Shari Robertson	Council Average	FINAL %
	Amount Requested-FROM 2025 FUNDS	PRIOR YEAR/PROGRAM INCOME CARRYOVER REQUEST										
City of Mansfield Administration	\$ 148,000.00		\$ 148,000.00	\$ 148,000.00	\$ 148,000.00	\$ 148,000.00	\$ 148,000.00	\$ 148,000.00	\$ 148,000.00	\$ 148,000.00	\$ 148,000.00	20.00%
Emergency Repair (2025 funding)	\$ 66,000.00		\$ 66,000.00	\$ 66,000.00	\$ 66,000.00	\$ 66,000.00	\$ 66,000.00	\$ 66,000.00	\$ 66,000.00	\$ 66,000.00	\$ 66,000.00	8.92%
Targeted Code Enforcement (2025)	\$ 15,000.00		\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	2.09%
West End Target Area (2025 funding)	\$ 400,000.00		\$ 400,000.00	\$ 400,000.00	\$ 400,000.00	\$ 400,000.00	\$ 400,000.00	\$ 400,000.00	\$ 400,000.00	\$ 400,000.00	\$ 400,000.00	54.05%
TOTAL Without Public Services 2025 ONLY	\$ 1,813,534.95	\$ 1,813,534.95	\$ 1,813,534.95	\$ 1,813,534.95	\$ 1,813,534.95	\$ 1,813,534.95	\$ 1,813,534.95	\$ 1,813,534.95	\$ 1,813,534.95	\$ 1,813,534.95	\$ 1,813,534.95	
Mansfield Metropolitan Housing	\$ 100,000.00		\$ 15,000.00	\$ 19,000.00	\$ 17,000.00	\$ 20,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	2.27%
Catholic Charities	\$ 20,000.00		\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 14,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	2.00%
Richland County Transit	\$ 104,434.00		\$ 45,000.00	\$ 50,000.00	\$ 45,000.00	\$ 52,000.00	\$ 40,000.00	\$ 48,000.00	\$ 45,000.00	\$ 50,000.00	\$ 45,666.67	6.31%
City of Mansfield- Parks Summer Fun	\$ 28,500.00		\$ 14,000.00	\$ 10,000.00	\$ 14,000.00	\$ 10,000.00	\$ 16,000.00	\$ 12,000.00	\$ 21,000.00	\$ 10,000.00	\$ 13,833.33	1.87%
NECIC Community Gardens Elder Program	\$ 31,443.10		\$ 9,000.00	\$ 9,000.00	\$ 9,000.00	\$ 9,000.00	\$ 12,500.00	\$ 10,000.00	\$ 7,000.00	\$ 9,000.00	\$ 9,416.67	1.27%
YMCA- Open Doors Scholarship	\$ 50,000.00		\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ 6,000.00	\$ 9,000.00	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ 8,583.33	1.16%
Idea Works- Healthy Cooking on a Budget	\$ 26,169.00		\$ 5,000.00	\$ -	\$ 3,000.00	\$ -	\$ -	\$ 2,000.00	\$ -	\$ -	\$ 833.33	0.11%
Total Public Service Requested	\$ 284,357.10		\$ 111,000.00	\$ 111,000.00	\$ 111,000.00	\$ 111,000.00	\$ 111,000.00	\$ 111,000.00	\$ 111,000.00	\$ 111,000.00	\$ 111,000.00	15.00%
TOTAL REQUESTED	\$ 2,097,892.05		\$ 1,924,534.95	\$ 1,924,534.95	\$ 1,924,534.95	\$ 1,924,534.95	\$ 1,924,534.95	\$ 1,924,534.95	\$ 1,924,534.95	\$ 1,924,534.95	\$ 1,924,534.95	100.00%
2025 Allocation Only	\$ 913,357.10		\$ 740,000.00	\$ 740,000.00	\$ 740,000.00	\$ 740,000.00	\$ 740,000.00	\$ 740,000.00	\$ 740,000.00	\$ 740,000.00	\$ 740,000.00	
TOTAL CARRYOVER REQUEST												
TOTAL FUNDING												
2025 Estimation based on HOUSE approved budget as of 3/3/2025												
RLF Exact remaining amount-	\$105,680.43											
WEST END Exact remaining amount	\$906,743.88											
REHAB Request = Program Incom	\$27,426.51											
TOTAL IN YELLOW HIGHLIGHTED SECTION MAY NOT EQUAL MORE THAN \$111,000.00												

BY: MR. DIAZ

Delegating certain management responsibilities concerning Mansfield Lahm Regional Airport to the Safety Service Director, and his designees, in order to enhance administrative efficiency.

WHEREAS, the City of Mansfield owns and operates the Mansfield Lahm Regional Airport, a municipal facility serving the public interest; and

WHEREAS, Ohio law grants municipalities the authority to establish, maintain, and operate airports, including the ability to charge reasonable fees for facilities and services; and

WHEREAS, the City Council of Mansfield recognizes the need for efficient and effective management of the Mansfield Lahm Regional Airport to ensure its continued operation and service to the community; and

WHEREAS, the City Council desires to delegate certain management responsibilities to the Safety Service Director to streamline operations and enhance administrative efficiency;

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

SECTION 1: Delegation of Authority

The City of Mansfield hereby authorizes the Safety Service Director to manage the affairs of the Mansfield Lahm Regional Airport. This authority includes, but is not limited to, the management of all rental rates for hangars and other airport facilities, subject to the limitations and conditions set forth in this Ordinance.

SECTION 2: Scope of Authority

The Safety Service Director shall have the authority to oversee the day-to-day operations of the Mansfield Lahm Regional Airport, including the administration of leases, contracts, and other agreements related to airport facilities. The Safety Service Director is authorized to adjust rental rates for hangars and other facilities, provided such adjustments are consistent with policies established by the City Council and comply with applicable Ohio laws. All actions taken under this authority shall be in furtherance of the public interest and the efficient operation of the airport.

SECTION 3: Oversight and Reporting

The Safety Service Director shall provide periodic reports to the City Council regarding the management and financial performance of the Mansfield Lahm Regional Airport. Any proposed changes to rental rate structures or significant operational policies shall be submitted to the City Council for review and approval prior to implementation. The City Council retains the right to revoke or modify this delegation of authority at any time by ordinance.

Introduction

May a city council in Ohio delegate the management of a municipal airport, including the authority to set hangar rental rates, to an individual department or employee.

Statement of Facts

Mansfield Lahm Regional Airport is owned and operated by the City of Mansfield, Ohio. Lease rates are currently set by act of council. The City Administration manages execution and administration of said leases and manages all other elements of the Airport and other Airport expenses.

In the interests of achieving Market efficiency, the Law Director's Office has investigated whether the City Administration may be empowered to set the lease rates at the airport in addition to administering the leases and managing the airport.

Legal Standards/Rules

1. **Delegation of Authority:** Ohio law permits the delegation of administrative or operational tasks to individuals or entities, provided the delegation is limited to executing laws or policies already established by the legislative body. Delegating legislative discretion, such as creating new laws or policies, is prohibited. "If the delegation of power is to make the law, which involves a discretion of what the law shall be, then the power is nondelegable. If the conferred authority is the power or discretion to execute the law already determined and circumscribed, then the delegation is unobjectionable" [City of Rocky River v. State Empl. Rels. Bd., 39 Ohio St. 3d 196](#).
2. **Management of Municipal Airports:** Under Ohio law, the management of municipal public utilities, including airports, may be placed under the authority of a director of public service. This includes the power to issue licenses and manage operational aspects of the airport. [Jones v. Keck, 79 Ohio App. 549](#).
3. **Authority to Operate Airports:** Ohio municipalities are authorized to establish, construct, improve, maintain, and operate airports and related facilities. This statutory framework provides municipalities with broad authority to manage airport operations. [ORC Ann. 717.01](#).

Analysis

1. Delegation of Management Authority:

Ohio law allows a city council to delegate the management of a municipal airport to an individual employee or Department Head, provided the delegation is limited to executing established policies and does not involve legislative discretion. For example, the director of public service may be granted authority to issue licenses and oversee operational aspects of the airport, as this constitutes the execution of established laws rather than the creation of new policies. [Jones v. Keck, 79 Ohio App. 549](#). Additionally, the principle that administrative tasks may be delegated, as long as the

delegation is circumscribed by existing laws, supports the permissibility of such delegation. [City of Rocky River v. State Empl. Rels. Bd., 39 Ohio St. 3d 196.](#)

2. Delegation of Authority to Set Hangar Rental Rates:

Setting hangar rental rates may involve legislative discretion if it requires the creation of new policies or laws. However, if the city council establishes a framework or policy for determining rental rates, the execution of that policy (e. g. , applying a formula or adjusting rates within predefined limits) can be delegated to an individual employee. This aligns with the principle that "the conferred authority is the power or discretion to execute the law already determined and circumscribed" [City of Rocky River v. State Empl. Rels. Bd., 39 Ohio St. 3d 196.](#) The city council must ensure that any delegation of authority to set rental rates is clearly defined and limited to the implementation of established policies.

3. Authority to Operate Airports:

Ohio law explicitly grants municipalities the authority to operate and manage airports, including the ability to improve and equip such facilities. [ORC Ann. 717.01.](#) This statutory authority supports the city council's ability to delegate operational tasks, such as managing hangar rentals, to an individual employee, provided the delegation complies with the limitations on legislative discretion.

ORC 717.01 (X) Provide by agreement with any regional airport authority, created under section 308.03 of the Revised Code, for the acquisition, construction, maintenance, or operation of any airport or airport facility owned or to be owned and operated by the regional airport authority or owned or to be owned and operated by the municipal corporation and pay the portion of the expense of it as set forth in the agreement;

Conclusion

A city council in Ohio may delegate the management of a municipal airport, including the authority to set hangar rental rates, to an individual employee or Department Head, provided the delegation is limited to executing established policies and does not involve legislative discretion. The council must establish clear policies or frameworks for rental rates and ensure that the delegation is properly circumscribed. Ohio law supports the delegation of operational tasks to individuals or entities, as long as the delegation adheres to these principles.

(PROPOSED LEGISLATION ON FOLLOWING PAGE)

BILL #25-_____

ORDINANCE #_____

BY: MR. FALQUETTE

WHEREAS, the City of Mansfield owns and operates the Mansfield Lahm Regional Airport, a municipal facility serving the public interest; and

WHEREAS, Ohio law grants municipalities the authority to establish, maintain, and operate airports, including the ability to charge reasonable fees for facilities and services; and

WHEREAS, the City Council of Mansfield recognizes the need for efficient and effective management of the Mansfield Lahm Regional Airport to ensure its continued operation and service to the community; and

WHEREAS, the City Council desires to delegate certain management responsibilities to the Safety Service Director to streamline operations and enhance administrative efficiency;

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

SECTION 1: Delegation of Authority

The City of Mansfield hereby authorizes the Safety Service Director to manage the affairs of the Mansfield Lahm Regional Airport. This authority includes, but is not limited to, the management of all rental rates for hangars and other airport facilities, subject to the limitations and conditions set forth in this Ordinance.

SECTION 2: Scope of Authority

The Safety Service Director shall have the authority to oversee the day-to-day operations of the Mansfield Lahm Regional Airport, including the administration of leases, contracts, and other agreements related to airport facilities. The Safety Service Director is authorized to adjust rental rates for hangars and other facilities, provided such adjustments are consistent with policies established by the City Council and comply with applicable Ohio laws. All actions taken under this authority shall be in furtherance of the public interest and the efficient operation of the airport.

SECTION 3: Oversight and Reporting

The Safety Service Director shall provide periodic reports to the City Council regarding the management and financial performance of the Mansfield Lahm Regional Airport. Any proposed changes to rental rate structures or significant operational policies shall be submitted to the City Council for review and approval prior to implementation. The City Council retains the right to revoke or modify this delegation of authority at any time by ordinance.

SECTION 4: Effective Date

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 Future Council date
1st Reading Future Council date
2nd Reading Future Council date
PASSED Future Council date

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

EXAMPLE LEGISLATION

**RICHLAND COUNTY JOINT COMPREHENSIVE LAND
USE PLAN AGREEMENT**

THIS AGREEMENT is made and entered into as of the date of the last signature below by and between the City of Mansfield, Richland County, Ohio ("City"), with its principal place of business located at 30 N Diamond St., Mansfield, Ohio 44902, and the Richland County Regional Planning Commission ("RCRPC,") 19 N. Main Street, Mansfield, Ohio 44902.

WHEREAS, RCRPC plans to contract for the preparation of a Joint County and City Comprehensive Land Use Plan in Richland County (the "Plan"); and

WHEREAS, Ohio Revised Code Section 713.21 authorizes the Commission to accept, receive, and expend funds from municipal corporations or political subdivisions, and contract with respect to those funds with a consultant for the preparation of such Plan, upon such terms as are mutually agreed upon; and

WHEREAS, the City finds it in its best interests to participate in this Plan and contribute \$100,000.00 toward the Plan; and

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

1. City will make available to RCRPC, upon execution of this Agreement, the sum of \$100,000.00 for reimbursement and/or payment of actual costs of the Plan. RCRPC may draw upon the funds for payment of the Plan and shall maintain appropriate documentation of actual costs incurred.

2. RCRPC shall competently and efficiently execute, oversee, and administer the contract for the Plan.
3. Payments made by the City under this Agreement shall not exceed the amount identified in Article 1.
4. Either party may terminate this Agreement by giving ten (10) days written notice of intent to terminate to the other party. Upon receipt of notice, the City shall pay RCRPC for all actual costs of the Plan incurred to the date of termination in compliance with this agreement; and RCRPC shall return all funds not expended in compliance with this agreement.

REGIONAL PLANNING COMMISSION

**CITY OF MANSFIELD,
RICHLAND COUNTY, OHIO**

Executive Director Jotika Shetty

Mayor, Jodie Perry

Date: _____

Date: _____

CERTIFICATE

As the Fiscal Officer of Mansfield, Ohio, I certify that the money required to meet the obligations of Owner under the attached Agreement between Owner and contractor has been lawfully appropriated by Owner for those purposes and is in the treasury of the City or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705 of the Revised Code.

Dated: _____, 2025

Fiscal officer, Ohio