

# Summary - March 3rd, 2026

**Economic Development Committee Meeting @ 6:05pm**

**Public Utilities Committee Meeting @ 6:20pm**

**Public Hearing @ 6:30pm – CDBG Grant**

<u>Bill</u>	<u>Status</u>	<u>Title</u>	<u>Sponsor</u>
<b>COUNCIL BEGINS</b>			
<b>CAUCUS BEGINS</b>			
26-032	Vote	An Ordinance authorizing a development agreement with Engwiller Properties Inc., its successors, assigns, and affiliates, and Carrousel Properties, LLC, its successors, assigns, and affiliates providing for a project in historic downtown Mansfield, and declaring an emergency.	<b>Robertson</b>
26-033	Vote	Authorizing the Mayor and the Public Works Director to enter into a Community Reinvestment Area Agreement with Engwiller Properties, Inc., an Ohio corporation, its successors, assigns, and affiliates, for their planned project adding housing, commercial space, and retail space in the City of Mansfield, and declaring an emergency.	<b>Robertson</b>
26-034A	Caucus Only	Approving the plan of operation and governance for the NOPEC electricity aggregation program, for the purpose of jointly establishing and implementing an electricity aggregation program, and declaring an emergency	<b>All Members of Council</b>
26-034B	Caucus Only	An ordinance authorizing the city to enter into the Northeast Ohio Public Energy Council (“NOPEC”) and the execution and delivery of the agreement establishing NOPEC and approving the bylaws of NOPEC, and declaring an emergency	<b>All Members of Council</b>
26-035	Vote	Authorizing the Mayor and the Public Works Director to renew and continue the agreement with the Richland Community Development Group Inc., in the amount of One Hundred Thousand and 00/100 Dollars (\$100,000.00) to provide economic development services for a one-year period, with the option to renew said agreement, at their discretion, at the same rate, in accordance with the renewal option set forth by the Agreement.	<b>Robertson</b>
26-036	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, 2026, and declaring an emergency.	<b>Robertson</b>

26-037	Vote	Authorizing the Public Works Director to enter into a contract or contracts with a consulting firm or firms for providing design engineering and construction inspection services for the City's Wastewater Treatment Plant, and declaring an emergency.	<b>Miranda</b>
26-038	Vote	Authorizing the Safety Service Director to accept and appropriate a grant in the amount of Two Thousand and 00/100 Dollars (\$2,000.00) from Walmart for the purchase of supplies for the Mansfield Police Department, and declaring an emergency.	<b>Meier</b>
26-039	Vote	Authorizing payment of the approved Claim #02-020226 of Andrew and Shelbi Pylant, 218 North Brookwood Way, Mansfield, Ohio 44906, and declaring an emergency.	<b>Robertson</b>
26-040	Vote	Authorizing payment of the approved Claim #33-112525 of Kimberly Messer, 152 West Blanche Street, Mansfield, Ohio 44903, and declaring an emergency.	<b>Robertson</b>
26-041	Vote	Authorizing payment of the approved Claim #02-013026 of Clayton Davis, 389 Auburn Avenue, Mansfield, Ohio 44902, and declaring an emergency.	<b>Robertson</b>
26-042	Vote	Authorizing payment of the approved Claim #01-012026 of William W. Crum of 259 Spring Street, Mansfield, Ohio 44902 and declaring an emergency.	<b>Robertson</b>
26-043	Vote	Authorizing payment of the approved Claim #24-073125 of Bret Woodard of 3025 Possum Run Road, Mansfield, Ohio 44903 and declaring an emergency.	<b>Robertson</b>

**NEXT MEETING: Tuesday, March 17th, 2026 7:00pm Council to follow**

BY: MR. FALQUETTE

An Ordinance authorizing a development agreement with Engwiller Properties Inc., its successors, assigns, and affiliates, and Carrousel Properties, LLC, its successors, assigns, and affiliates providing for a project in historic downtown Mansfield, and declaring an emergency.

**WHEREAS**, Engwiller Properties, Inc., an Ohio corporation, or an affiliate, its successors and assigns (the "Owner") and Carrousel Properties, LLC, an Ohio limited liability company, or an affiliate, its successors and assigns (the "Business" and together with the Owner, the "Company") plans to invest in historic downtown Mansfield by adding approximately 180,000 square feet of housing, commercial and retail space with an estimated approximate construction cost of \$25 million (the "Project"); and

**WHEREAS**, the Project is projected to create 170 construction jobs and projected to create or cause to be hired at least 17 new full-time (FTE) jobs within a period not exceeding 60 months after the completion of construction of the Project; and

**WHEREAS**, the City and the Company desire to enter into a development agreement (the "Agreement") in order to encourage the Project and the creation of jobs within the City; and

**WHEREAS**, this Council has determined that it will be in the best interests of the City and its citizens to proceed to enter into the Agreement with the Company.

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

SECTION 1. This Council hereby approves the Agreement and the Mayor is hereby authorized to execute and deliver the Agreement presently on file with the Clerk of Council along with any changes or amendments thereto not inconsistent with this Ordinance and not substantially adverse to the City and which shall be approved by the Mayor and the Law Director, provided that the approval of such changes and amendments thereto, and the character of those changes and amendments as not being substantially adverse to the City, shall be evidenced conclusively by the execution and delivery of said Agreement by the Mayor. The Agreement may be executed and delivered to the Company or Mansfield Forward LLC or may be assigned to Mansfield Forward LLC once executed.

SECTION 2. This Council hereby authorizes the Mayor and Law Director to take such additional steps, execute such documents and provide such information and certifications as are necessary and appropriate to carry out and implement the terms and conditions of the aforesaid Agreement.

SECTION 3. This Council finds and determines that all formal actions of this Council concerning and relating to the passage of this Ordinance were taken in an open meeting of this Council and that all deliberations of this Council and of any committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

SECTION 4. This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the City, and for the further reason that this Ordinance is required to be immediately effective so that the Project may commence to provide for



## DEVELOPMENT AGREEMENT

This Development Agreement (this "Agreement") is made and entered this \_\_\_\_ day of \_\_\_\_\_, 2026 (the "Effective Date") by and among the City of Mansfield, Ohio, a municipal government, with its main offices located at 30 N. Diamond Street, Mansfield, Ohio 44902 (the "City"), Engwiller Properties Inc., its successors, assigns, and affiliates (the "Landowner"), with its main offices at 4 W Fourth, Mansfield, Ohio 44902, and Carrousel Properties, LLC, its successors, assigns, and affiliates (the "Business" and together with the Landowner, the "Company"), with its main offices at 40 W Fourth, Mansfield, Ohio 44902, WITNESSETH;

WHEREAS, the Company has proposed to renovate multiple historic buildings in downtown Mansfield by adding approximately 180,000 square feet of housing, commercial and retail space with an estimated approximate construction cost of \$25 million (the "Project") provided that the appropriate development incentives are available to support the economic viability of the Project; and

WHEREAS; and the construction of the Project is projected to create 170 construction jobs and projected to create or cause to be hired at least 17 new full-time (FTE) jobs within a period not exceeding 60 months after the completion of construction of the Project; and

WHEREAS, the Project will create employment opportunities, improve quality of life in the City and Richland County, Ohio and is a strategic investment in the revitalization of downtown Mansfield; and

WHEREAS, the City authorized the execution and delivery of this Agreement by Ordinance No. [ ], passed [ ], 2026];

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

1. The Company shall make commercially reasonable efforts to obtain financing for the Project and once financing is secured, construct the Project in accordance with all applicable laws, rules and regulations in the City. The Company shall use commercially reasonable efforts (subject to Section 5 below) to substantially complete construction of the Project by December 31, 2029. Either the City or the Company may terminate this Agreement if construction of the Project has not commenced by March 31, 2028, by written notice delivered to the other party at the notice address set forth above.
2. The City acknowledges and agrees that the Project serves a vital public interest by rehabilitating portions of the City's downtown, and the City agrees to reasonably cooperate with the Company to obtain approvals and facilitate the development of the Project, all at no cost to the City.
3. The City will present to City Council for their consideration an ordinance approving a Community Reinvestment Area Agreement and real property tax exemption for a period of 12 years and 75% for the Project. The City acknowledges and agrees that the tax exemption is necessary to finance the Project and that the Company may terminate this Agreement if the tax exemption is not approved by Council and the Community Reinvestment Area Agreement is not executed and delivery by the City.

4. This Agreement may be amended or supplemented only by a written instrument signed by the parties hereto.
5. If either Company or City, as applicable, is responsible for an obligation herein or if Company and/or City is the beneficiary of a condition herein, and such Party notifies the other Party in writing of an event of Force Majeure (as defined in this paragraph) within 10 days after the responsible or benefitted Party, as applicable, obtains knowledge that such obligation or condition will not be or has not been timely performed or satisfied, as applicable, as a result of such Force Majeure, then: (a) such time period or deadline for such obligation or condition, as applicable, shall be deemed extended for a time period equal to the number of days such performance or condition is delayed by such Force Majeure, and (b) the time period or deadline for completion of all other future or subsequent obligations and conditions in this Agreement shall be extended for the same number of days; provided, however, in no event shall the extended time period exceed 180 days and further that the provisions of this Section shall not apply to the payment of any sum of money to be paid by a Party or any obligation of a Party that can be satisfied by the payment of money. For purposes herein, the term "Force Majeure" means an event, circumstance or condition that is outside the reasonable control of the applicable Party, including, but not limited to, natural disaster, terrorist activity, war, labor dispute, labor delays, labor shortages or governmental delays or closures of governmental offices.
6. This Agreement shall be governed by and all disputes related thereto shall be determined in accordance with the laws of the State of Ohio. The Parties agree that the jurisdiction for disputes that arise in connection with this Agreement that are not settled through negotiations or mediation shall be the Court of Common Pleas of Richland County, Ohio. The provisions of this Section shall survive the Closing or termination of this Agreement.
7. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement may be transmitted by electronic mail in portable document format ("pdf") and signatures appearing on electronic mail instruments shall be treated as original signatures. This Agreement may be executed by means of verifiable electronic document execution services (such as DocuSign).
8. City and Company each acknowledge and agree that in fulfilling its obligations under this Agreement, Company is not acting as an agent of City. This Agreement does not and may not be construed to create a partnership or joint venture between Seller and Purchaser.

[Signatures on following page]

The Parties hereto have executed this Agreement on the Effective Date.

**CITY OF MANSFIELD**

By: \_\_\_\_\_  
Jodie A. Perry, Mayor

**ENGWILLER PROPERTIES INC.**

\_\_\_\_\_  
Name:  
Title:

**CARROUSEL PROPERTIES, LLC**

\_\_\_\_\_  
Name:  
Title:

Approved as to form:

By: \_\_\_\_\_  
Roeliff E. Harper, Law Director

BY: MR FALQUETTE

Authorizing the Mayor and the Public Works Director to enter into a Community Reinvestment Area Agreement with Engwiller Properties, Inc., an Ohio corporation, its successors, assigns, and affiliates, for their planned project adding housing, commercial space, and retail space in the City of Mansfield, and declaring an emergency.

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

SECTION 1. That the Mayor and the Public Works Director be, and they are hereby, authorized to enter into a Community Reinvestment Area Agreement with Engwiller Properties, Inc., an Ohio corporation, its successors, assigns, and affiliates, for their planned project remodeling current buildings that will include housing, commercial space, and retail space in the City and in the Community Reinvestment Area, which will encompass substantial new investment and related employment, and to provide in said Agreement for certain tax incentives, as authorized under Ohio Revised Code Chapter §3735.66, i.e., e., exemption from tax for a period of twelve (12) years on the real estate improvements for seventy five percent (75%) of such property newly invested in the project, all as substantially designated and fully set forth in the proposed Community Reinvestment Area Application, a copy of which is attached hereto as Exhibit "A" and made a part hereof by reference.

SECTION 2. That in order to permit necessary commitments to go forward on the project at the earliest time, this measure is determined to be an emergency Ordinance for the immediate preservation of the public peace, health, safety, and welfare of the City of Mansfield and its inhabitants and providing it receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its adoption, otherwise from and after the earliest time allowed by law, after its passage and approval by the Mayor.

Caucus	<u>03 March 2026</u>
1 <sup>st</sup> Reading	<u>03 March 2026</u>
2 <sup>nd</sup> Reading	<u>03 March 2026</u>
PASSED	<u>03 March 2026</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



**CITY OF MANSFIELD**  
**JODIE A. PERRY, MAYOR**  
**30 N. DIAMOND STREET**  
**MANSFIELD, OHIO 44902**  
**419-755-9626**  
**www.ci.mansfield.oh.us**



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**CRA APPLICATION FOR AN EXEMPTION FROM REAL PROPERTY TAXATION**  
**COMMERCIAL OR INDUSTRIAL PROJECTS**

**\*\*This document will become a public record\*\***

PROPOSED AGREEMENT for Community Reinvestment Area Tax Incentives between the City of Mansfield, Ohio, an Ohio municipal corporation, located in the County of Richland, and each of the party/parties listed below:

**1. Parties:** is the land owned separately from the operating business? Yes  No

*Landowner* Name: Engwiller Properties Inc.

Business type: S-Corp

Address: 4 W Fourth, Mansfield 44902

Contact person: Carl Fernyak

Phone: 419-522-4200

Email: carl@richlandsource.com

*Business* Name (employer of record): Carrousel Properties

Business type: S-Corp

Address: 40 W Fourth, Mansfield 44902

Contact person: Carl Fernyak

Phone: 419-522-4200

Email: carl@richlandsource.com

List principal owners: The Fernyak Family

Nature of the commercial/industrial activity Other

If other: Mixed Use (multifamily rental housing and commercial / retail).

Brief description of products and/or services:

See above.

**2. Qualifications:**

- Does the landowner owe any delinquent taxes to the State of Ohio or a political subdivision of the state? Yes  No

- Does the landowner owe any money to the State or a state agency for the administration or enforcement of any environmental laws of the State?  
Yes  No
- Does the landowner owe any other moneys to the State, a state agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not? Yes  No

If yes to any of the above, please provide details of each instance including but not limited to the location, amounts and/or case identification numbers (add additional sheets).

**3. Project:**

Address: Multiple, See "Appendix A" and "Appendix B"

Parcel ID (found on Auditor's website): Multiple, See "Appendix A" and "Appendix B"

Project description (what will happen and why is it important):

The proposed project brings historic downtown buildings back to life by adding housing, commercial and retail space, supporting existing businesses, and increasing daily activity and foot traffic — all essential components for long-term economic vitality. This work advances a mission to improve quality of life in Richland County through strategic investment in the revitalization of downtown Mansfield. Both multifamily rental housing as well as commercial development are planned for the project.

Size of new building in SF: The proposed project represents a portfolio of historic buildings representing a combined total of approximately 180,000 square feet.

Project begin date: 8/1/2026

Estimated project end date: 8/1/2028

Is this a consolidation? Yes  No

If yes, please list locations, assets, and employee positions to be transferred:

Click or tap here to enter text.

Is this a relocation from another Ohio location? Yes  No

If yes, please describe the projected impact of the relocation, detailing the number and type of employees and/or assets to be relocated, be specific by affected location.

Click or tap here to enter text.

**4. Employment:** *Jobs are quantified in full-time equivalency (FTE). Full-time equivalency = total hours worked for all employees for the previous 12 months / 2080 hours.*

*Existing/Retained Jobs*

Total # existing/retained FTE jobs at the project site for the previous 12 months: 14  
 Total annual payroll for existing/retained jobs for the previous 12 months (including overtime, excluding benefits): \$995,000  
 12 month look back "as of" date: 12/31/2025

*New Jobs*

Total # new FTE jobs to be created at the project site: The project is anticipated to create 170 construction jobs and 17 operational jobs after the asset is placed into service (the general timing of these jobs coming on line is presented below).  
 Total new jobs total annual payroll: Approximately \$900 thousand in annual payroll for operations. Projected construction payroll over the course of the project is ~\$9 million.

Estimate the type and schedule of employment:

Year	Job type	FTE
i.e. 2026	Welders	2
	Logistics	3.5
	Sales	1
2026	Construction	170
2027	Construction	170
2028	Construction	170
2028+	Property Management & Operations	17

**5. Capital Investment:**

Projected building and land acquisition cost: N/A (the buildings will be donated to the project).

Projected construction and building improvement costs: \$25,000,000

Projected machinery & equipment costs: Click or tap here to enter text.

Projected furniture & fixtures cost: Click or tap here to enter text.

Projected IT costs: Click or tap here to enter text.

Projected infrastructure costs: Click or tap here to enter text.

Projected training costs: Click or tap here to enter text.

Other: Click or tap here to enter text.

Total Investment: \$25,000,000

**6. Request:** The landowner and business jointly request the following tax exemption incentive:

75% for 12 years covering real property as described above.

Reasons for requesting tax incentives (be quantitatively specific as possible)

The requested property tax abatement is enormously important for the finenaceabiliy of the project. In order to secure construction financing, the project must generate enough cash flow to satisfy market debt service coverage ratios. In light of the current construction cost environment, coupled with high interest rates on construction loans, cash flow is considerably constrained on many adaptive reuse projects – including this proposed project. Notably, the abatement request is sized according to the need and does not meet “maximum” threshold levels outlined within existing ordinance (Oridinance No. 80-086). We are tremendously excited about this transformative project and appreciate Mansfield’s partnership.

Submission of this application expressly authorizes the City of Mansfield to contact the Ohio Environmental Protection Agency to confirm statements contained within this application including section 2 and to review applicable confidential records. As part of this application, the property owner may also be required to directly request from the Ohio Department of Taxation, or complete a waiver form allowing the Department of Taxation to release specific tax records to the local jurisdiction considering the request.

The Applicant agrees to supply additional information upon request.

The Applicant affirmatively covenants that the information contained in and submitted with this application is complete and correct and is aware of penalties set forth at Ohio Revised Code Sections 9.66(C) (1) and 2921.13(D) (1) for falsification, which could result in the forfeiture of all current and future economic development assistance benefits as well as a fine of not more than \$1,000 and/or a term of imprisonment of not more than six months.

Name of Property Owner: Carl Fernyak

Date: 2/18/2026

Title: Trustee, Engwiller Properties



\_\_\_\_\_  
Signature

\* A copy of this proposal must be forwarded by the local government to the affected Board of Education along with notice of the meeting date on which the local government will review the proposal. Notice must be given a minimum of fourteen (14) days prior to the scheduled meeting to permit the Board of Education to appear and/or comment before the legislative authorities considering the request.

\*\* Attach to final Community Reinvestment Area Agreement as Exhibit A.

**Downtown Mansfield Portfolio – CRA Application – Appendix A**

<b>Building No.</b>	<b>Property Address (Historic District #)</b>	<b>Parcel Number</b>	<b>Ownership Entity</b>
1	<i>Schroer Furniture – 117-123 N. Diamond Street (#17/#18)</i>	270507003000	Engwiler Properties Inc.
2	Hautzenroeder & Co., Cigar Manufacturers – 147 N. Diamond Street (#22)	270505603000	Engwiler Properties Inc.
3	Blecker Building- 96- 104 N. Main Street (#50/#51)	270508314000; 270508315000	Engwiler Properties Inc.
4	106-108 N. Main Street (#52)	270502609000	Engwiler Properties Inc.
5	Fraternal Order of Eagles Lodge Hall – 137 N. Main Street(#55)	270313316000	Engwiler Properties Inc.
6	116-122 N. Main Street (#57)	270501010000	Engwiler Properties Inc.
7	124-126 N. Main Street (#58)	270501313000	Engwiler Properties Inc.
8	130 N. Main Street (#60)	270502208000	Engwiler Properties Inc.
9	134-136 N. Main Street (#61)	270504210000	Engwiler Properties Inc.
10	138-140 N. Main Street (#62)	270504210000 (Same as Above)	Engwiler Properties Inc.
11	15-21 E. Temple Court (#74)	270505705000	Engwiler Properties Inc.
12	25-27 E. 4th Street (#85)	270501614000	Engwiler Properties Inc.
13	29 E. 4th Street (#86)	270509111000	Engwiler Properties Inc.
14	31 E. 4th Street (#87)	270508118000	Engwiler Properties Inc.

Downtown Mansfield Portfolio – CRA Application – Appendix B (Aerial of Site)



BY: ALL MEMBERS

Approving the plan of operation and governance for the NOPEC electricity aggregation program, for the purpose of jointly establishing and implementing an electricity aggregation program, and declaring an emergency

**WHEREAS**, this Council previously enacted legislation authorizing the City of Mansfield, Ohio (“City”) to establish an electricity aggregation program pursuant to Section 4928.20, Ohio Revised Code (the “Electricity Aggregation Program”), for the residents, businesses and other electric consumers in the City, and for that purpose, to act jointly with any other municipal corporation, township, county or other political subdivision of the State of Ohio, as permitted by law; and

**WHEREAS**, by joining the Northeast Ohio Public Energy Council, the City will be able to act jointly with other member political subdivisions and thereby maximize the potential benefits of electricity deregulation through group purchasing efforts; and

**WHEREAS**, this Council, pursuant to Section 4928.20, Ohio Revised Code, has held two (2) public hearings on the Plan of Operation and Governance for the NOPEC Electricity Aggregation Program.

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

**SECTION 1.** This Council hereby approves and adopts the Plan of Operation and Governance of the NOPEC Electricity Aggregation Program (in the form presented to this Council and on file with the Clerk).

**SECTION 2.** It is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in open meetings of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including the City’s Charter and Codified Ordinances and Section 121.22 of the Ohio Revised Code.

**SECTION 3.** This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare of the City, and for the further reason that this Ordinance is required to be immediately effective in order to maximize the potential benefit through the Electric Program provided by NOPEC, 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.



**Northeast Ohio Public Energy Council**

**ELECTRIC PLAN OF OPERATION &  
GOVERNANCE**

**For Member Communities**

Amended 11/14/17

## Table of Contents

	<u>Page</u>
1.0 Overview.....	2
1.1 Ohio Law .....	2
1.2 Description of the Aggregation Program; Enrollment Program.....	3
1.3 Steps Required by the Law .....	3
1.4 Practical Steps and Requirements of the Competitive Market .....	4
2.0 Description of Aggregation Program Goals and Operation.....	5
2.1 Aggregation Program Goals .....	5
2.2 Aggregation Program Operations .....	6
2.3 Aggregation Program Funding .....	6
2.4 Participation in the Aggregation Program .....	6
2.5 Customer Care .....	12
2.6 Rights and Responsibilities of Program Participants.....	16
3.0 Organizational Structure and Governance of the Aggregation Program.....	17
3.1 Description of Organization and Management of Aggregation Program.....	17
3.2 Outline of Structure.....	18
3.3 Description of Program Organizational Structure .....	20

## **Purpose of the Plan of Operation and Governance**

This Plan of Operation and Governance (the "Plan") has been prepared by the Northeast Ohio Public Energy Council ("NOPEC") on behalf of its approximately 220 member communities in compliance with Ohio law regarding government aggregation of electric consumers (the "Aggregation Program"). The Plan contains information on the structure, governance, operations, management, funding, and policies of the Aggregation Program to be utilized for participating customers in member communities.

NOPEC's purpose in preparing this Plan is to describe the uniform approach to a customer Aggregation Program undertaken by its member communities. Through NOPEC, the member communities seek to represent consumer interests in competitive markets for electricity. NOPEC seeks to aggregate customers to negotiate the best rates available for the supply and distribution of electricity and to advance consumer protection for all eligible residents, schools, churches, businesses and industries, and governmental entities. NOPEC acts as agent for its member communities and oversees managerial, technical, and financial resources to acquire service and financial guarantees sufficient to protect customers and the electric distribution utility.

Combining consumer interests of the NOPEC member communities increases leverage, resources, and buying power of participating customers in member communities. The Aggregation Program contains two types of aggregations, an Opt-Out Aggregation Program and an Opt-In Aggregation Program. Under the Opt-Out Aggregation Program, participation is voluntary for each individual customer in a member community. Individual customers will be notified of their inclusion in the Opt-Out Aggregation Program and will have the opportunity to decline service. The customers may choose any electric supplier they wish at the outset of the program and at least every three years thereafter. New member communities shall have the opportunity to join NOPEC.

Under the Opt-In Aggregation Program, NOPEC offers customers who live in NOPEC member communities the ability to join the Opt-In Aggregation Program upon their affirmative consent. Customers who want to participate in NOPEC's Opt-In Aggregation Program can contact the Supplier (defined below) to enroll. Supplier and NOPEC also may contact individuals in NOPEC member communities regarding opt-in opportunities.

NOPEC and Supplier may offer customers more than one product during the Opt-Out Aggregation process and also during the Opt-In Aggregation process. NOPEC also may endorse any competitive retail electric service supplier to offer within NOPEC's member communities products that are not included in the Aggregation Program ("Endorsement Program").

The Plan was adopted after public hearings were held in accordance with Section 4928.20(C) of the Ohio Revised Code, and modified in accordance with paragraph 2.5.4.7 of the Plan.

## **1.0 Overview**

### **1.1 Ohio Law**

#### **1.1.1 Senate Bill 3**

Ohio law enacted in 1999 allows for competitive purchase of retail power supply. Section 4928.20 of the Ohio Revised Code ("R.C.") allows municipalities, townships, and/or counties to develop governmental aggregation programs allowing consumers in those communities to join together and utilize their combined purchasing power to competitively acquire firm all-requirements retail electric supply. Communities undertaking development of this option are known as "government aggregators." This law allows communities acting as government aggregators to join together and combine their resources for development and implementation of an Aggregation Program.

The law contains several requirements for government aggregators. One general requirement is to develop a plan of operation and governance for the aggregation program. The plan of operation and governance is subject to review by citizens in communities undertaking government aggregation, and is also subject to approval and certification by the Public Utilities Commission of Ohio ("PUCO"). The Plan describes the Aggregation Program to be utilized for participating customers in NOPEC communities.

#### **1.1.2 Senate Bill 221**

In 2008, Ohio enacted Senate Bill 221, which updated and overhauled Ohio's public utility laws, and provided special protections to governmental aggregators through the following provisions:

- R.C. 4928.20(I) – incentivizes customer participation in government aggregation by allowing a participating customer to avoid a surcharge proposed to recover deferred generation costs in certain circumstances;
- R.C. 4928.20(J) – allows municipal aggregators to avoid standby charges by electing not to take standby, provider of last resort service from the utility in exchange for agreeing that customers who choose to return to the utility's standard service offer ("SSO") would do so at the market price of power;
- R.C. 4928.20(K) – requires the PUCO to insulate governmental aggregations from non-bypassable generation charges and adopt rules that "encourage and promote" large-scale governmental aggregation; and
- R.C. 4928.20(D) – extends the opt-out period for opt-out aggregation programs to three years, meaning each customer of a governmental aggregator must have the right to opt-out of the aggregation at least once every three years without a penalty.

## **1.2 Description of the Aggregation Program; Enrollment Program**

The Aggregation Program involves the acquisition of competitive retail power supply. Distribution services (metering, billing, maintenance of the transmission and distribution system) will continue as the function of the local distribution company. The local distribution company shall also be the "provider of last resort" for consumers not participating in the Aggregation Program who have no other competitive supplier. The NOPEC Aggregation Program required authorization of communities and their constituents in a public process, and contains two types of aggregations, an Opt-Out Aggregation Program and an Opt-In Aggregation Program. NOPEC also may initiate an Enrollment Program whereby it may endorse any competitive retail electric service supplier to offer within NOPEC's member communities products that are not included in the Aggregation Program.

The Aggregation Program has been undertaken at two levels. At the local level, communities wishing to be government aggregators have authorized the Aggregation Program in a public process as required by law and outlined below in section 1.3. At the regional level, communities wishing to proceed jointly with an Aggregation Program have formed NOPEC as a regional council of government under Chapter 167 of the Ohio Revised Code, which the communities have authorized to perform as their agent for development and implementation of the Aggregation Program. The operations of the Aggregation Program are described in section 2 of the Plan, and the governance of the program is described in section 3 of the Plan.

## **1.3 Steps Required by the Law**

The process of establishing government aggregation involves a multi-step public process undertaken by the member communities or jointly through NOPEC on their behalf. The steps to authorize opt-out and opt-in aggregations are the same, except where noted below:

**1.3.1** Local legislative body passes ordinance or resolution authorizing aggregation program for customers;

**1.3.2** For opt-out aggregation only, the ordinance or resolution must authorize the local board of elections to submit the question of whether to automatically aggregate to the electors at a special election on the day of the next primary or general election, and be submitted to the local Board of Elections not less than 90 days before the day of the special election;

**1.3.3** For opt-out aggregations only, the ordinance or resolution is placed before voters at a special election, or in a referendum petition; approval of a majority of electors voting on the ordinance or resolution is required; or if by petition, signatures of not less than ten percent of the total number of electors in the respective community who voted for the office of Governor in the preceding general election;

**1.3.4** Develop a plan of operation and governance and submit the plan of operation and governance to the PUCO for certification;

**1.3.5** Publish notice of public hearing on the initial plan of operation and governance once a week for two consecutive weeks before the first public hearing on initial plan of operation

and governance (providing summary of initial plan of operation and governance and the date, time, and location of each hearing);

**1.3.6** Hold two public hearings on the initial plan of operation and governance;

**1.3.7** Adopt initial plan of operation and governance;

**1.3.8** For opt-out aggregation only, notify eligible customers of automatic enrollment and opt-out period prior to service under the Aggregation Program (notification is to state the rates, charges, and other terms and conditions of enrollment);

**1.3.9** For opt-out aggregation only, any enrolled customer participating in the Aggregation Program will have the opportunity to opt-out of the Program at least every three years, without paying a switching fee; and

**1.3.10** For opt-out aggregation only, notify eligible customers as part of the opt-out notice of the terms and calculation of any applicable deferral-recovery surcharge and NOPEC's process for electing not to receive standby service.

**1.3.11** For opt-in aggregation only, market, solicit, enroll, and maintain the contracts of customers under the PUCO's rules and electric distribution utilities' tariffs applicable to competitive retail electric service suppliers that do not automatically aggregate.

#### **1.4 Practical Steps and Requirements of the Competitive Market**

Practical steps and requirements of acquiring power supply in the competitive market include the following activities to be undertaken by NOPEC acting as agent for member communities, and the contracted NOPEC Aggregation Program retail electric supplier(s) (the "Supplier(s)");

**1.4.1** NOPEC development and release of Request for Proposals;

**1.4.2** Proposals submitted by Suppliers and negotiations undertaken with Suppliers by NOPEC and legal and technical advisors;

**1.4.3** NOPEC selection of Supplier(s) and execution of one or more supply contract(s) ("Supply Contract(s)");

**1.4.4** For the Opt-Out Aggregation Program only:

**1.4.4.1** Acquisition of electronic list of eligible customers in member communities from the distribution utility;

**1.4.4.2** Notification of opt-out process undertaken by NOPEC and selected Supplier via U.S. mail and utilizing electronic customer list addresses;

**1.4.4.3** Electronic customer list revised by NOPEC Supplier who removes responding opt-out customers from the list;

1.4.4.4 Revised electronic customer list transmitted back to the distribution utility for customer transfer;

1.4.4.5 The distribution utility completes administrative transfer of participating customers (via revised electronic list) to NOPEC Supplier;

1.4.5 For the Opt-In Aggregation Program only:

1.4.5.1 Marketing and solicitation of customers within the NOPEC member communities;

1.4.5.2 Customers are enrolled in the Opt-In Aggregation Program by obtaining their affirmative consent directly (in person, by mail or facsimile), telephonically or electronically in accordance with the PUCO's rules and the electric distribution utility's tariff.

1.4.6 Firm all-requirements retail electric supply service initiated to participating customers based on terms and conditions of Supply Contract(s)

1.4.7 NOPEC and legal and technical advisors monitor contract for compliance;

1.4.8 NOPEC acts to protect interests of participating customers in member communities.

## **2.0 Description of Aggregation Program Goals and Operation**

### **2.1 Aggregation Program Goals**

The NOPEC member community goals for the Aggregation Program are stated below. These goals guide the decisions of the NOPEC Assembly and Board of Directors:

- To provide on a non-discriminatory basis an option for aggregation of all customers who qualify under the PUCO's rules and who NOPEC and its Supplier have elected to serve;
- To allow those customers to voluntarily participate in the Aggregation Program;
- To acquire the best market rate available for electricity supply;
- To provide consumer education and enhance consumer protection and options for service under contract provisions;
- To provide managerial, technical, and financial resources to acquire service and financial guarantees sufficient to protect consumers and the electric distribution utility;
- To improve quality and reliability of service;
- To encourage environmental protection through contract provisions;

- To utilize and encourage renewable energy development if and to the extent practicable through contract provisions and voluntary programs;
- To utilize and encourage demand-side management and other forms of energy efficiency through contract provisions and organizational policies;
- To advance specific community goals that may be selected from time to time;
- To provide full public accountability to consumers, and;
- To utilize local government powers and authorities to achieve these goals.

## **2.2 Aggregation Program Operations**

The Aggregation Program is designed to reduce the amount participating customers pay for electric energy over the duration of the Aggregation Program, and to gain other favorable economic and non-economic terms in service contracts, including financial guarantees to protect consumers and the distribution utility. NOPEC shall seek energy prices for each class of customers lower than the comparable price available from the local distribution company over the duration of the Aggregation Program. Large, commercial and industrial customers, due to the varying characteristics of their electric consumption, may receive individual prices from the selected Supplier(s).

As agent for its members, NOPEC does not buy and resell power, but represents consumer interests as a master purchasing agent to set the terms for electricity supply and service from a competitive Supplier(s). Through a request for proposals and negotiation process, NOPEC develops a contract with a competitive Supplier for firm, all-requirements retail electric supply service. The contract is expected to be for a fixed term. NOPEC may contract with one or more Suppliers to meet the needs of participating customers in member communities.

## **2.3 Aggregation Program Funding**

NOPEC offers member communities the opportunity to gain market leverage, share resources, and reduce administrative and other costs for developing, implementing and providing oversight for the Aggregation Program. Funding for these activities is anticipated to be provided by the selected Supplier(s) with an appropriate kilowatt hour charge to all participating customers to cover costs of the program. Such funds will be collected by the Supplier and paid to NOPEC. In the event additional funding for NOPEC is required, each NOPEC member may be assessed an annual fee pursuant to the agreement establishing NOPEC. The funding will be utilized for all Aggregation Program Operations.

## **2.4 Participation in the Aggregation Program**

**Opt-Out Aggregation.** For purposes of an Opt-Out Aggregation Program, an "eligible customer" constitutes a customer eligible under utility or PUCO rules and which NOPEC and its Supplier have elected to serve. Customers that shall not be included in the Opt-Out Aggregation Program pursuant to utility or PUCO rules include the following:

- A customer located in the certified territory of a non-profit electric supplier;
- A customer served by transmission or distribution facilities of a municipal electric utility;
- A customer that affirmatively chooses to be included on the PUCO's "do not aggregate" list;
- A "mercantile customer" (defined as a commercial or industrial customer that consumes more than seven hundred thousand kilowatt hours per year or is part of a national account involving multiple facilities in one or more states) that fails to affirmatively elect to participate in an aggregation program;
- A customer already in contract with another competitive retail electric service supplier;
- A customer that has opted out of the governmental aggregation program;
- A customer enrolled in the percentage of income payment plan (PIPP);
- A customer that has a special arrangement with the distribution utility; and
- A customer not located within the boundaries of the governmental aggregator's member communities.

Eligible customers shall be notified of the Opt-Out Aggregation Program and terms and conditions of participation prior to initiation of services and be provided an opportunity to "opt-out" at no cost during a 21-day period specified in the terms and conditions of the Supply Contract(s). (See section 2.4.1 below for details of the notification and opt-out process.) Customers may be offered a program electric supply product and one or more optional supply products through the opt-out notice. If options are provided, the customer may decline all products by opting-out of the Opt-Out Aggregation Program. Customers that do not choose to opt-out will be automatically enrolled in the program product, unless they make arrangements with the Supplier, as specified in the opt-out notice, to take one of the optional supply products.

During this 21 day opt-out period customers also may choose another competing supplier, or receive service from their local distribution company. Participating customers will be given the opportunity at least every three years after the initiation of service to opt-out of the Opt-Out Aggregation Program without interruption of their current service, or payment of a penalty or switching fee. Participating customers, who choose to opt-out of the Opt-Out Aggregation Program after the initial 21 day period, but prior to the next opt-out opportunity, may be subject to an early termination fee which will be described in the opt-out notification, if applicable; however, NOPEC intends to offer an Opt-Out Aggregation Program with no early termination fees for customers.

Customers who move to a NOPEC member community (including those who move from another NOPEC member community), and are considered by the distribution utility to be new electric customers, may participate in the Opt-Out Aggregation Program at the existing price and

terms offered for that customer class, or other terms specified under the Supply Contract(s). Such new electric customer can also choose to opt-out of the Opt-Out Aggregation Program at no charge during the initial 21 day period after the postmark date on the opt-out notice and at subsequent opt-out periods of at least every three years.

**Opt-In Aggregation.** Supplier and NOPEC may contact customers in NOPEC member communities regarding the opportunity to participate in the Opt-In Aggregation Program, or customers may contact the Supplier. Supplier, with NOPEC's consent, will determine the terms and conditions of service, as well as the customers' rates, subject to written policies mutually agreed upon by the NOPEC and Supplier. For purposes of the Opt-In Aggregation Program, customers are enrolled by obtaining their affirmative consent directly (in person, by mail or facsimile), telephonically or electronically in accordance with the PUCO's rules and the electric distribution utility's tariff. Participating customers who terminate their Supply Contract(s) prior to its expiration may be subject to an early termination fee which will be described in their supply contract, if applicable.

**Member Communities.** New member communities may also join the NOPEC Aggregation Program, under prices and terms contained in an existing Supply Contract(s), however such prices may be higher than for those communities which have joined at the outset of the contract.

#### **2.4.1 Notification of Opt-Out Aggregation Program Customers**

Prior to initiation of service, all eligible customers shall be notified of the opt-out terms. The process of notification shall be as follows:

- (1) separate mailings;
- (2) newspaper notices;
- (3) public service announcements; and
- (4) posting of prominent notice in the local government office building in each member community.

Prior to enrollment, the notification shall be mailed in a timely manner for receipt by customers prior to their start-of-service day. The opt-out period shall be 21 days from the notice's postmarked date (or, if none, the mailing date). The notification shall include:

- (A) A summary of all actions taken by NOPEC to authorize the Aggregation Program;
- (B) A description of the services offered by the Opt-Out Aggregation Program;
- (C) Disclosure of the price to be charged (which may be a fixed price, a variable price, or an introductory price);

- (D) A statement informing customers of their the right to opt-out of the Opt-Out Aggregation Program at least every three years, without interruption of their current service, or payment of a penalty or switching fee;
- (E) A statement indicating that any customer returning to the distribution utility after commencement of the Opt-Out Aggregation Program may pay the market price for power;
- (F) A statement informing customers that returning to the distribution utility may not result in that customer being served under the same rates, terms, and conditions as other customers served by the distribution utility;
- (G) An itemized list and explanation of all fees and charges not incorporated in the base Opt-Out Aggregation Program rates but that will be charged for participation in the Opt-Out Aggregation Program;
- (H) Disclosure of the dates covered by the Opt-Out Aggregation Program, including the estimated start date;
- (I) Disclosure of any credit and/or deposit requirements;
- (J) Disclosure of any limitations or conditions on customer acceptance into the Opt-Out Aggregation Program;
- (K) If applicable, inform customers whether NOPEC elected in the best interest of the Aggregation Program not to receive standby service from the electric utility under an approved electric security plan, and inform customers that non-standard service offer rates and conditions may apply if the customer returns to the electric utility after the opt-out period;
- (L) A description of the opt-out process and statement that the opt-out period will last for 21 days from the date of the postmark on the written notice; and
- (M) A customer-friendly opt-out form (e.g., a postcard) to return to NOPEC indicating whether the customer has opted out of the Aggregation Program. Customers who do not return the opt-out form shall be automatically included in the Opt-Out Aggregation Program.

#### **2.4.2 Combination of Electric and Natural Gas Notification**

NOPEC may combine natural gas and electric opt-out notifications to eligible customers in NOPEC member communities in one single mailing. Each opt-out notification shall conform to the PUCO's natural gas and electric governmental aggregation rules, and also comply with all applicable provisions of R.C. 4928.20 and R.C. 4929.26.

### **2.4.3 Activation of Customer Service in a Member Community**

**Opt-Out Aggregation Program.** The process of activation is an administrative function with four parts: 1) Data preparation: On an electronic list consistent with Electronic Data Interface protocols, the distribution utility will identify all eligible customers in the member community (including names, addresses, account numbers, rate codes, percentage of income payment plan codes, and other relevant customer information); 2) Data verification: To the extent needed, if not inherent in data preparation, the distribution utility shall check customer meter numbers and other codes to verify proper eligible customer identification; 3) List Adjustment: Following the opt-out process, the selected Supplier(s) shall remove all customers who choose to opt-out from the electronic customer list 4) Automatic Enrollment: The revised electronic customer list shall be transmitted back to the distribution utility for customer transfer to the selected Supplier(s).

**Opt-In Aggregation Program.** The Supplier shall obtain the customer's affirmative consent directly (in person, by mail or facsimile), telephonically or electronically in accordance with the PUCO's rules. After completion of the enrollment transaction with the customer, the Supplier shall send an electronic enrollment request to the utility, and the customer will be enrolled in accordance with the PUCO's rules and procedures in the utility's tariff.

**Opt-Out and Opt-In Aggregation Programs.** Customers on all billing cycles will be enrolled with the selected Supplier(s) consistent with the beginning of a new billing cycle. Service under the selected Supplier(s) shall begin at the start of the billing period following transfer. Service starts that do not match the billing cycle may be requested by a customer, but may incur additional charges from the local distribution company.

### **2.4.4 New Individual Customers in an Opt-Out Aggregation Program**

Eligible customers who relocate to a NOPEC member community shall be included in the Opt-Out Aggregation Program, subject to their opportunity to opt-out. The selected Supplier(s) shall provide standard opt-out notification materials to customers who have relocated to member communities, or customers who otherwise are eligible to join the Opt-Out Aggregation Program. The new customer may participate in the Opt-Out Aggregation Program at the existing price and terms offered for that customer class. Any such new or otherwise eligible electric customer can also choose to opt-out of the Aggregation Program at no charge during any other required opt-out period.

### **2.4.5 Customer Switching Fee**

**Initial Switching Fee.** The electric distribution utilities currently providing distribution service to NOPEC members under the Aggregation Program have exempted governmental aggregation programs from being charged a switching fee when they initially switch from the SSO to Aggregation Program. If, however, Supplier incurs a switching fee, Supplier shall be responsible for payment of the customer switching fee to the applicable electric distribution utility.

**Subsequent Switching Fee.** The Supplier may pass through to the customer any fee that the electric distribution utility charges for switching suppliers after the customer's initial switch to the Aggregation Program.

#### **2.4.6 Election of Standby Service**

If standby service is approved by the PUCO, Ohio law allows NOPEC to decide whether receiving and paying for standby service is in the best interest of the participating Aggregation Program customers. If NOPEC elects not to receive and pay for standby service from the distribution utility, NOPEC will inform Opt-Out Aggregation Program customers of its decision through an opt-out notice, and will inform Opt-In Aggregation Program customers by regular U.S. Mail or electronic mail, depending upon their preference. The notices will provide customers the opportunity to terminate participation in the Aggregation Program without penalty and will inform customers that when they return to the distribution utility, they will be charged the market price of power plus any amount attributable to the distribution utility's compliance with the State of Ohio's alternative energy portfolio standards. The market price and alternative energy amount will continue to be charged until the end of the approved electric security plan, or as otherwise approved by the PUCO.

#### **2.4.7 Phase-In Generation Deferral Surcharge**

If the PUCO authorizes a phase-in of electric generation rates under R.C. 4928.144 and a corresponding deferral of incurred costs, Ohio law allows the distribution utility to recover a portion of this amount from the Aggregation Program customers through a surcharge. The amount of the surcharge will be proportionate to the benefits Aggregation Program customers receive, and will be charged to each Aggregation Program customer while they remain a participant. For customers leaving the Aggregation Program, the otherwise applicable surcharge will apply. NOPEC will inform Opt-Out Aggregation Program customers through the opt-out notification process, and will inform Opt-In Aggregation Program customers by regular U.S. Mail or electronic mail, depending upon their preference, of the potential terms and calculation of any deferral surcharge approved by the PUCO. The notices will provide customers the opportunity to terminate participation in the Aggregation Program without penalty.

#### **2.4.8 Individual Customer Termination of Participation**

**Termination of Participation in the Opt-Out Aggregation Program.** In addition to the opportunity to opt-out of the Opt-Out Aggregation Program prior to start-up of service, an individual customer will be given an opportunity to opt-out at no charge at least every three years after start-up of service. However, an individual Opt-Out Aggregation Program customer who chooses to opt-out after the 21-day opt-out period and before the opportunity to opt-out may be required to pay an early termination fee; however, NOPEC intends to offer an Opt-Out Aggregation Program with no early termination fees for customers. Any obligation to pay an early termination fee will be made a part of the customer Supply Contract(s). Opt-Out Aggregation Program Customers who move from a member community will have no penalties or early termination fees.

**Termination of Participation in the Opt-In Aggregation Program.** An individual Opt-In Aggregation Program customer who chooses to terminate participation in the Aggregation Program before the expiration of the customer's Supply Contract(s) may be required to pay an early termination fee, if applicable. Any obligation to pay an early termination fee will be made a part of the customer supply contract(s). Opt-In Aggregation Program Customers who move from a member community will have no penalties or early termination fees.

#### **2.4.9 Service Termination by Supplier**

Consistent with the requirements of Ohio law and the regulations of the PUCO, termination of service may take place for non-payment of bills. Customers whose power supply is terminated by a selected Supplier will receive electric supply from their local distribution company, unless the local distribution company has also met state requirements to terminate service. Customers may be considered for re-enrollment in the Aggregation Program once they have met the requirements of law and are current on bill payment.

#### **2.4.10 Termination of the NOPEC member Aggregation Program**

The NOPEC Aggregation Program may be terminated for participating customers in two ways:

- (1) Upon the termination or expiration of the power Supply Contract(s) for all member communities without any extension, renewal, or subsequent Supply Contract(s) being negotiated; or
- (2) At the decision of an individual member community to cancel its membership in NOPEC.

In any event of termination, each individual customer receiving power supply services under the Aggregation Program will receive notification of termination of the program ninety (90) days prior to such termination. Customers who are terminated from the Aggregation Program shall receive power supply from the local distribution company unless they choose an alternative supplier.

NOPEC shall utilize appropriate processes for entering, modifying, enforcing, and terminating agreements pertinent to the Aggregation Program consistent with the requirements of local ordinances or resolutions, state and federal law. Other agreements shall be entered, modified, or terminated in compliance with the law and according to the express provisions of any negotiated agreements.

### **2.5 Customer Care**

#### **2.5.1 Universal Access**

"Universal access" is a term derived from the traditional regulated utility environment in which all customers desiring service receive that service. For the purposes of the NOPEC Aggregation Program, this will mean that all customers within the borders of a member

community, and all new customers in a member community, shall be eligible for service from the contracted Supplier under the terms and conditions of the Supply Contract(s), consistent with the PUCO's rules.

### **2.5.2 Rates**

Under PUCO orders, the local distribution company assigns the customer classification and corresponding character of service and associated regulated rates. These rates include a monthly customer charge, a distribution charge, a transmission charge, and an access charge. Although NOPEC may participate in regulatory proceedings and represent the interests of customers regarding these regulated rates, it will not assign or alter existing customer classifications without the approval of the PUCO.

The focus of the NOPEC Aggregation Program, as noted above, will be acquisition of competitive prices and terms for power supply. The prices will be set through a competitive request for proposals and contract and negotiation process, and will be indicated on the customer bill as the "generation charge." Ohio law requires that a government aggregator separately price competitive retail electric services and that the prices be itemized on the bill of a customer or otherwise disclosed to the customer. The generation charge for each customer class, or any customer grouping by load factor or other appropriate pricing category, is expected to be lower than the utility's standard offer generation charge over the duration of the Aggregation Program. All Supplier charges to the customer will be fully and prominently disclosed under the notification process.

### **2.5.3 Costs To Customers**

Customer bills will reflect all charges for the administrative costs of the Aggregation Program. As noted in section 2.3, the program is expected to be funded by a mills per kilowatt hour charge. This charge will cover program costs for any necessary technical or legal assistance for the program.

Additional charges may be levied by the selected Supplier(s), the local distribution company, or PUCO-approved local distribution tariffs.

### **2.5.4 Consumer Protections**

Regarding all issues of consumer protection (including provisions relating to slamming and blocking), NOPEC will ensure that the selected Supplier(s) comply with all statutes, rules and regulations currently in place and as may be amended from time to time. NOPEC will provide on-going consumer education in member communities through public service announcements, posting of information, media press releases, advertising, and direct mailing depending upon the subject and appropriate venue. NOPEC will also assist member communities with all required notifications, information, and public hearings.

#### **2.5.4.1 Contract Disclosure**

NOPEC will ensure that customers are provided with adequate, accurate and understandable pricing and terms and conditions of service.

#### 2.5.4.2 Billing and Service Assistance

The selected Supplier(s) shall utilize the billing services of the local distribution company to render timely billings to each participating customer. Separate bills from the selected Supplier(s) and the local distribution company may also be requested for large commercial and industrial customers, but such separate bills may incur an additional charge from the selected Supplier(s).

All bills at a minimum shall include the following information: (1) price and total billing units for the billing period and historical annual usage; (2) to the maximum extent practicable, separate listing of each service component to enable a customer to recalculate its bill for accuracy; (3) highlighted and clear explanations, for two consecutive billing periods, of any changes in the rates, terms, and conditions of service; (4) identification of the supplier of each service; (5) statement of where and how payment may be made and (6) a toll-free or local customer assistance and complaint number for the Supplier, as well as a customer assistance telephone numbers for state agencies, such as the PUCO and the Office of the Consumers' Counsel, with the available hours noted.

Credit, deposit, and collection processes concerning billing will remain the sole responsibility of the selected Supplier(s) and the local distribution company as provided by state law. Under no circumstances shall NOPEC have any responsibility for payment of any bills.

Unless otherwise specified in the Supply Contract(s), all billing shall be based on the meter readings generated by meters of the distribution company at the customer facilities. Customer bills shall be rendered monthly. Customers are required to remit and comply with the payment terms of the distribution utility and/or the Supplier. Billing may take place through the distribution company, at the Supplier's option, in the event that necessary billing data is not received from the distribution company in time to prepare monthly bills, the Supplier reserves the right to issue a bill based on an estimate of the participating customer's usage for that billing period. Any over-charge or under-charge will be accounted for in the next billing period for which actual meter data is available.

#### 2.5.4.3 Standard Terms and Conditions Pertaining to Individual Account Service

The following consumer protection provisions are anticipated to be contained in a Supply Contract(s).

**A. Title:** Title to and risk of loss with respect to the electric energy will transfer from Supplier to participating customer at the Point-of-Sale which is the customer side of the meter.

**B. Initiation of Supply Service:** Energy deliveries pursuant to the Supply Contract(s) will begin on the first meter reading date following the scheduled initiation of service date for each rate class or customer group, or individual customer as described in the Supply Contract(s), or as soon as necessary arrangements can be made with the distribution company thereafter and will end on the last meter reading date prior to the expiration date. The Supplier has the right to request a "special" meter reading by the distribution company to initiate energy

delivery and agrees to accept all costs (if any) for such meter reading. The participating customer also has such a right, and similarly would bear the costs (if any) of such special meter reading.

**C. Standard Limitation of Liability:** Recognizing that electricity provided under the Supply Contract(s) shall be ultimately delivered by the distribution company, to the extent permitted by law, the Supplier shall not be liable for any damage to a participating customer's equipment or facilities, or any economic losses, resulting directly or indirectly from any service interruption, power outage, voltage or amperage fluctuations, discontinuance of service, reversal of service, irregular service or similar problems beyond the Supplier's reasonable control. To the extent permitted by law, except as expressly stated in the Supply Contract(s), the Supplier will make no representation or warranty, express or implied (including warranty of merchantability or of fitness for a particular purpose), with respect to the provision of services and electric energy.

**D. Service Reliability and Related Supplier Obligations:** Given the increasing interest in and need for high levels of reliability, the Supply Contract(s) will help assure that participating customers in NOPEC member communities receive power supply with reliability equal to that of native load customers of the distribution company. The Supplier is providing generation and transmission services, and participating customers must rely upon the distribution company for regional transmission, and local transmission and distribution services for ultimate delivery of electricity where reliability problems commonly occur. However, within the scope of electric energy supplier obligations, the Supplier shall take or adopt all reasonable steps or measures to avoid any unnecessary outages, service interruptions, capacity shortages, curtailments of power supply, voltage reductions, and any other interference or disruption of electric supply to the Point-of-Delivery, and shall give the highest priority of supply to the electricity made available under the Supply Contract(s) consistent with the requirements of law and equivalent to network service available to native load customers.

In addition to language to be included in the Supply Contract(s) NOPEC will help to assure reliability through participation in proceedings related to the distribution utility or its operating companies' regulated transmission and distribution services and through direct discussions with the distribution utility and its operating companies concerning specific or general problems related to quality and reliability of transmission and distribution service.

**E. Marketing and Solicitation Limitations:** Participating customers will be protected from unwanted marketing solicitations by: (a) a prohibition that the selected Supplier(s) may not sell or exchange the customer's name/address/or other identifying information to third parties without NOPEC's prior written consent; (b) an opportunity for each participating customer to check off a box rejecting additional mail solicitations from the Supplier (if the solicitation is via U.S. mail or other printed means) or an opportunity to request removal from a telephone solicitation list

#### **2.5.4.4 Protection of Customers and Risk Associated with Competitive Market**

In a competitive market it is possible that the failure of a power supplier to deliver service may result in the need for customers to acquire alternative power supply, or for customers to

receive power at default service prices, if the SSO is no longer available. NOPEC will seek to minimize this risk by recommending only reputable Suppliers which, demonstrate financial strength and the highest probability of reliable service. NOPEC also intends to include provisions in its contract with selected Supplier(s) that will protect customers against risks or problems with power supply service.

#### **2.5.4.5 Resolution of Customer Complaints**

It is important that customer complaints be directed to the proper party. The selected Supplier(s) shall ensure that each participating customer receives a printed copy of a toll-free number to call regarding service problems or billing questions. The Supplier shall refer reliability, line repair, or service interruption, and billing issues to the local distribution company. The Supplier shall handle all complaints in accordance with applicable laws and regulations. Problems regarding the selected Supplier(s) can be directed to NOPEC or the PUCO. Customers may contact the Public Utilities Commission of Ohio for assistance at 1-800-686-7826 (toll free) or for TTY at 1-800-686-1570 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays, or at [www.PUCO.ohio.gov](http://www.PUCO.ohio.gov). The Office of the Ohio Consumers' Counsel ("OCC") represents residential utility customers in matters before the PUCO. The OCC can be contacted at 1-877-742-5622 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays, or at [www.pickocc.org](http://www.pickocc.org). NOPEC's website is [www.nopecinfo.org](http://www.nopecinfo.org). As noted below, NOPEC will continue to monitor the selected Supplier(s) for compliance with consumer protection provisions in the Supply Contract(s) and timely resolution of consumer problems.

#### **2.5.4.6 Periodic Reports on Customer Complaints**

NOPEC shall act to monitor and enforce consumer protection provisions included in the Supply Contract(s). At the request of NOPEC, true selected Supplier(s) shall provide a periodic summary of the number and types of customer service issues and complaints that arose to date, and the status of resolution of those issues and complaints. If such reports indicate problems in the selected Supplier's service, NOPEC will pursue timely remedial action, or consider the Supplier in breach of Supply Contract(s) terms.

#### **2.5.4.7 Modifications to NOPEC's Plan**

All material modifications to the NOPEC Plan shall be approved by majority vote of the NOPEC Board of Directors and ratified by a majority vote of the NOPEC General Assembly. By adopting this Plan, NOPEC member communities agree that future modifications to the Plan resulting from changes in law or regulations may be made automatically by NOPEC without further action of the NOPEC members or General Assembly.

### **2.6 Rights and Responsibilities of Program Participants**

#### **2.6.1 Rights**

All Aggregation Program participants shall enjoy the protections of consumer law as they currently exist or as they may be amended from time to time. Under protocols developed by the PUCO, problems related to billing or service shall be directed to the appropriate parties: the distribution utility or the selected Supplier(s).

## **2.6.2 Responsibilities**

All Aggregation Program participants shall meet all standards and responsibilities required by the PUCO, including timely payment of billings and access to essential metering and other equipment to carry out utility operations.

### **2.6.2.1 Taxes**

The selected Supplier(s) shall include on the participating customer's bill and remit to the appropriate authority all sales, gross receipts, or excise or similar taxes imposed with respect to the consumption of electricity. Participating customers shall be responsible for all taxes (except for taxes on the Supplier's income). Participating customers shall be responsible for identifying and requesting any applicable exemption from the collection of any tax by providing appropriate documentation to the Supplier.

## **3.0 Organizational Structure and Governance of the Aggregation Program**

### **3.1 Description of Organization and Management of Aggregation Program**

Each NOPEC member community has one representative on the NOPEC Assembly, which serves as the legislative body for the organization. Assembly members from each county represented in the membership of NOPEC elect a member to the Board of Directors.

NOPEC acts as agent for member communities to establish the Aggregation Program in accordance with law and to provide managerial, technical, and financial resources to acquire service and financial guarantees sufficient to protect customers and the electric distribution utility. NOPEC has developed a firmly based organization and employed legal and technical assistance from experienced and highly reputable firms.

NOPEC's legal counsel, Bricker & Eckler LLP, handles the legal needs of energy producers, energy consumers in both the public and private sector, as well as new energy marketers, providing legal services ranging from representation in regulatory proceedings, to negotiating new contractual relationships, to handling the acquisition, disposition and financing of energy businesses and facilities. Bricker & Eckler LLP has advised numerous Ohio political subdivisions in connection with the deregulation of energy markets in Ohio, and developed particular expertise in issues facing governmental aggregators.

The Board of Directors of NOPEC oversees the implementation and operation of the Aggregation Program consistent with the provisions of R.C. 4928.20 and the Bylaws of the NOPEC organization. The Board of Directors, with the approval of the Assembly, may also develop additional programs for members. The organization may employ a Fiscal Agent and Executive Director and staff, if such are determined to be necessary by the Board, and sufficient budget has been provided.

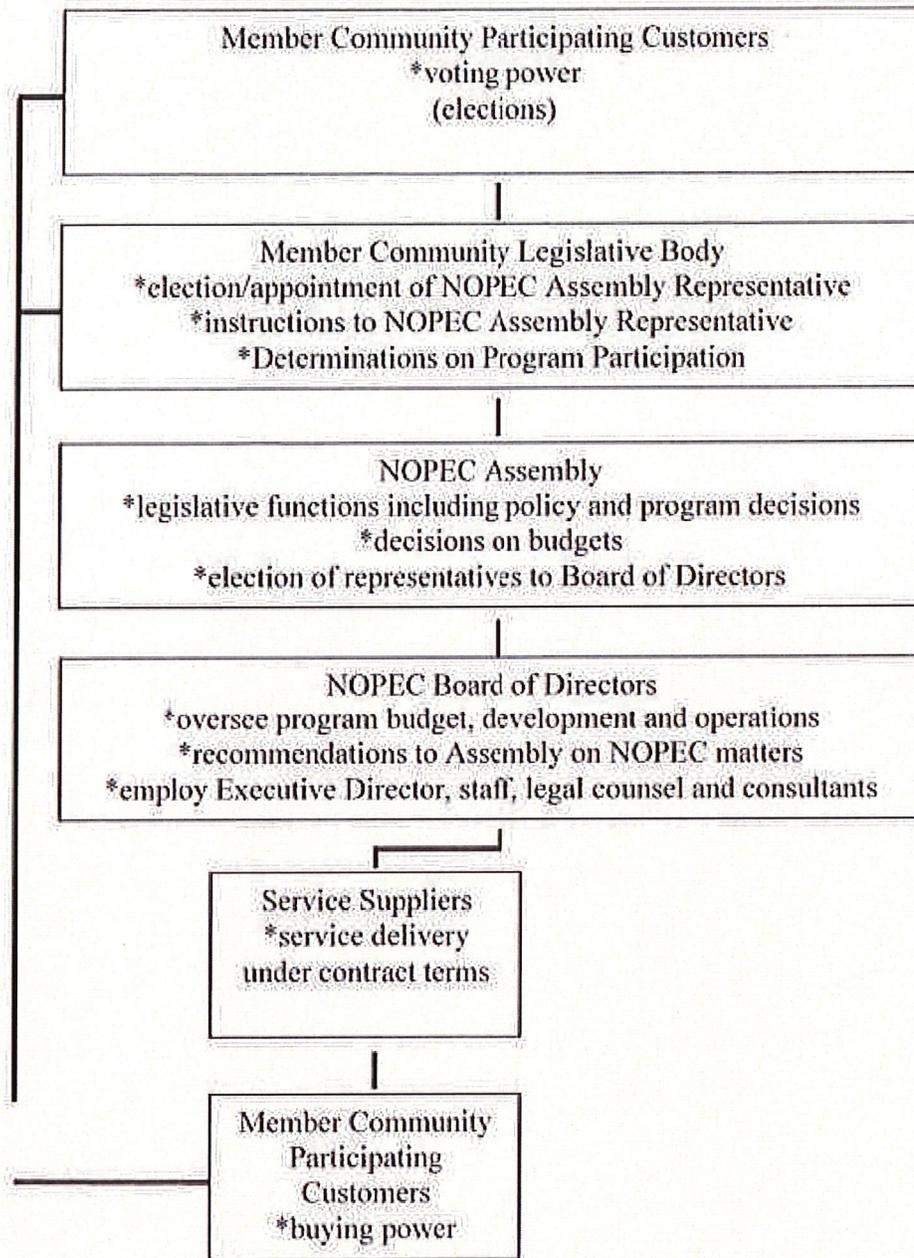
### **3.2 Outline of Structure**

The following chart represents the organizational structure for the NOPEC Aggregation Program as indicated in the organizational chart. The function of each level is described in section 3.3.

#### **NOPEC Member Aggregation Program Organizational Structure**

# NOPEC Member Aggregation Program

## Organizational Structure



### **3.3 Description of Program Organizational Structure**

#### **Member Community Participating Customers**

Customers can influence their respective community and its functions. They can elect candidates to local legislative boards who may take positions regarding the government aggregation program. They can express their views to their local elected officials. They can participate in local and state meetings and hearings regarding issues related to the member community's Aggregation Program.

#### **Member Community Legislative Body**

Local officials may act on program and policy issues. They may individually choose to participate in additional programs of NOPEC, or terminate the community's participation in NOPEC. In addition, they may provide instructions to their representative on the NOPEC Assembly regarding specific policy or program decisions. They may also raise issues directed to them by customers for the NOPEC Assembly and Board to address.

#### **NOPEC Assembly**

The NOPEC Assembly acts as the legislative body of NOPEC, including decisions on policy, budget, and other matters directed to it by the Board of Directors.

#### **NOPEC Board of Directors**

The NOPEC Board of Directors oversees the implementation and operation of all aspects of the Aggregation Program. The Board of Directors provides recommendations regarding contracts, the budget and other matters to the Assembly. It approves purchases of equipment, facilities, or services within the approved budget and employs and provides instruction to the Executive Director, staff, legal counsel and consultants.

#### **Executive Director and Staff, Legal Counsel and Consultants**

Executive Director and staff, legal counsel and consultants act upon the instructions of the Board of Directors to carry out development and implementation of programs, contract monitoring, and reporting on program status.

#### **Service Supplier(s)**

Service suppliers contract with NOPEC to provide firm all-requirements retail electric supply to participating customers in member communities, or other specified services. Contractors report to NOPEC and carry out services in adherence to contract provisions.

### Member Community Participating Customers

Participating customers in member communities will benefit from the market leverage of the group, and the professional representation and consumer protections provided under the negotiated service contracts. Individual customers may opt-out of participation and may also bring issues before their local legislative body.

**ELECTRIC SERVICE OPT-OUT AGGREGATION ORDINANCE<sup>1</sup>**

BILL #26-034 B

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

BY: ALL MEMBERS

An ordinance authorizing the city to enter into the Northeast Ohio Public Energy Council (“NOPEC”) and the execution and delivery of the agreement establishing NOPEC and approving the bylaws of NOPEC, and declaring an emergency

**WHEREAS**, the Council of the City of Mansfield, Ohio (the “City”) wishes to establish an electric aggregation program jointly with NOPEC, pursuant to Section 4928.20, Ohio Revised Code (the “Electric Program”), for the residents, businesses and other consumers located within the City, and for that purpose, to act jointly with any other village, city, township, municipal corporation, county or other political subdivision of the State of Ohio, as permitted by law; and

**WHEREAS**, by joining the Northeast Ohio Public Energy Council (“NOPEC”), the City will be able to act jointly with other member political subdivisions and thereby maximize the potential benefit of electric deregulation through group purchasing efforts.

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

**SECTION 1.** The Council of the City (the “Council”) finds and determines that it is in the best interest of the City, including the electric consumers located within the City, to join NOPEC and to adopt the NOPEC Bylaws, for the purpose of establishing and implementing the Electric Program within the City with NOPEC, with service to commence on or about the July, 2026 utility meter read date(s) in the City.

**SECTION 2.** The Mayor of the Council is hereby authorized and directed to execute and deliver the Agreement Establishing the Northeast Ohio Public Energy Council, as amended (the “NOPEC Agreement”). The NOPEC Agreement shall be substantially in the form presented to this Board and on file with the Clerk, subject to such changes, insertions and omissions which are consistent with this Ordinance and are not substantially adverse to the City and as may be approved by the Mayor of the Council, which approval shall be conclusively evidenced by the execution of the NOPEC Agreement.

**SECTION 3.** The Council hereby approves and adopts the Bylaws of NOPEC (in the form attached to the NOPEC Agreement).

**SECTION 4.** It is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in open meetings of this

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<sup>1</sup> NOTE THAT THIS IS A MODEL FORM. EACH MUNICIPALITY (AND OTHER POLITICAL SUBDIVISION) MUST COMPLY WITH ITS CHARTER AND ANY SPECIFIC LOCAL RULES, PROCEDURES AND ORDINANCES AND WITH SPECIFIC REQUIREMENTS OF EACH COUNTY'S BOARD OF ELECTIONS.



**BYLAWS**  
**GOVERNING THE**  
**NORTHEAST OHIO PUBLIC ENERGY COUNCIL**

WHEREAS, certain municipal corporations, counties, townships and regional councils of governments of the State of Ohio (each, a “Member”) entered into an Agreement Establishing the Northeast Ohio Public Energy Council (the “Agreement”) pursuant to Revised Code Chapter 167, for the purpose of carrying out the Aggregation Program pursuant to Revised Code Section 4928.20 and any Additional Programs which the Members of the Council may approve, from time to time, and which are authorized under the laws of the State; and

WHEREAS, Revised Code Section 167.04 requires and the Agreement provides that the Council shall adopt Bylaws designating the officers of the Council and the method of selection thereof, creating a governing board to act for the Council, appointing a fiscal officer and providing for the conduct of the Council’s business; and

WHEREAS, each Member has by duly adopted legislation authorized its representative to approve these Bylaws, and the representatives of the Members have met for the purpose of adopting these Bylaws in accordance with Revised Code Section 167.40 and Section 4 of the Agreement;

NOW, THEREFORE, the following provisions shall constitute the Bylaws of the Council:

Section 1.     Definitions.

Any capitalized word or phrase used in these Bylaws and not otherwise defined herein, shall have the meaning given in Section 1 of the Agreement as the Agreement may, from time to time, be amended, modified, or supplemented in accordance with Section 8 thereof.

Section 2.     Assembly.

The Assembly shall be the legislative body of the Council. The Assembly shall be composed of the representatives of the Members, who have been appointed pursuant to Section 3 of the Agreement. All representatives to the Assembly (exclusive of ex-officio members) shall serve without compensation.

An Assembly representative may designate another Assembly representative as a proxy at any meeting by delivering to the Chair of the Council a written designation of that proxy.

- (A)     Officers. The officers of the Board of Directors shall be the officers of the Council and its Assembly and shall consist of a Chair and Vice-Chair who each shall be selected pursuant to Section 3 hereof. The Chair (and in the Chair’s absence, the Vice-Chair) shall preside at Assembly meetings. If for any reason the offices of the

Chair and Vice-Chair are vacant, the person serving as Executive Director, if any, shall preside as temporary Chair until a Chair is elected by the Board of Directors.

- (B) Resolutions. A majority of all representatives to the Assembly (including proxies correctly presented to the Chair) shall constitute a quorum to transact business except as otherwise provided in the Agreement or these Bylaws. Each representative (including the Chair and Vice-Chair) shall have one vote; provided, however, that when a matter is to be voted upon which is of concern to only one or more but not all Programs of the Council, only representatives of participating Members of those Programs shall be entitled to vote on that matter and only those representatives shall be counted for purposes of determining whether a quorum is present. All legislative action of the Assembly shall be by resolutions entered on its records. Except as otherwise provided in the Agreement, the affirmative vote of at least a majority of all of the representatives to the Assembly eligible to vote on a matter (not counting vacancies) shall be required for the enactment of every resolution. Unless otherwise specifically stated in the resolution, all resolutions shall be effective immediately upon enactment, subject to any authorizations or certifications required by the Revised Code to be made by the Fiscal Agent or the Members.
- (C) Meetings. The Assembly shall meet on a day of each November designated by the Board of Directors and at such other times as may be required by the Chair or as may be requested, in writing to the Executive Director, by any two (2) or more Directors. Written notice of each meeting shall be served by the Executive Director upon each Assembly representative not less than twenty-four (24) hours preceding the time for the meeting, and shall state the date, time, and place of the meeting and subject or subjects to be considered at the meeting. The requirements of and procedures for notice may be waived in writing by each representative and any representative shall be deemed conclusively to have waived such notice with respect to a meeting by his or her attendance at that meeting. At the request of the Chair and with the approval of a majority of the members of the Board of Directors, the annual meeting of the Assembly may be rescheduled to such other dates as may be so approved by the Board of Directors; provided, however, that actions required by this Agreement to be taken by the Assembly at its annual meeting are taken by the Assembly within thirty (30) days of the scheduled annual meeting date in November.

Pursuant to Revised Code Section 121.22(F), the Assembly shall by rule, establish a reasonable method whereby any person may determine the time, place, and purpose of its meetings. All meetings of the Assembly shall be open to the public, subject to the exceptions in Revised Code Section 121.22(G). The Assembly may, but need not, adopt other rules.

(D) Powers and Duties of Assembly.

- (1) At its annual meeting, the Assembly shall review the annual report of the Council, including but not limited to, the financial status of the Council's operation, operation of the Aggregation Program, and any Additional Program being considered.
- (2) At its annual meeting, the Assembly shall consider, upon submission by the Board of Directors, and thereafter modify, if necessary, and approve the annual appropriations of the Council for the next Fiscal Year based upon the estimate of Aggregation Costs and any Additional Program Costs determined pursuant to Section 8 hereof. The Board of Directors shall have the authority to revise the appropriations between Assembly meetings.
- (3) At its annual meeting, the Assembly shall select the members of the Board of Directors for the next Fiscal Year in accordance with Section 3 hereof.
- (4) The following matters shall be submitted to the Assembly and are subject to final approval by the Assembly: the annual appropriations of the Council for each Fiscal Year; selection of the Board of Directors; and such other matters that the Board of Directors or the Assembly may, from time to time, determine to be matters requiring approval by the Assembly.

Section 3. Board of Directors.

The Board of Directors shall be the policy making body of the Council.

- (A) Composition. Subject to the provisions of Section 3(B) below, the Board of Directors shall be composed of one Director representing each county with Members in the Council, and one Director in the case of a regional council of governments having at least one member of such council of governments participating in a NOPEC electric or natural gas program, each of whom shall be an Assembly representative of each respective county and of the regional council of governments and shall be elected by the Assembly representatives of each respective county and of the regional council of governments, at the annual meeting of the Assembly, provided that the affirmative vote of at least a majority of the representatives to the Assembly of each representative county shall be required to elect any Director.
- (B) Notwithstanding anything in this Section 3 to the contrary, the maximum number of Directors shall be twenty-one (21), and shall be constituted as follows: The state of Ohio shall be divided into five (5) regions, the Northeast Ohio Region, the Northwest Ohio Region, the Central Ohio Region, the Southwest Ohio Region and the Southeast Ohio Region, defined in the attached Exhibit A to these Bylaws. There shall be a limit of seventeen (17) Directors from counties located in the Northeast Ohio Region. There shall be a limit of (1) Director from the total number

of Member counties located in each of the Northwest Ohio Region, the Central Ohio Region, the Southwest Ohio Region and the Southeast Ohio Region. Effective on and after November 15, 2016, a county or region must have one (1) or more Member(s) combined with collectively at least 2,500 electricity and/or natural gas accounts participating in NOPEC's electricity and/or natural gas program in such Members' communities in order to be eligible to elect a Director from such county or region. The rights of any Member of the Council as of November 15, 2016, shall be preserved and not be diminished, limited or abridged by the operation of this Section 3.

- (C) Terms of Office. Assembly representatives elected to serve on the Board of Directors at the first organizational meeting shall serve the following terms of office: Half of the members of the Board shall each serve a two-year term and the other half shall each serve a one-year term. Thereafter, any Assembly representative elected to serve on the Board of Directors shall serve a two (2) year term of office. If the number of members of the Board is increased as a result of an increase in the number of counties represented by the membership in the Council, then the terms of those additional Board members shall be set by the Board so that half, or as close as possible to half, of the members of the Board shall be elected every year. There shall be no limit to the number of terms to which a person may be elected or appointed to serve on the Board of Directors; provided, however, that if the person is no longer employed by, or is no longer an elected official of the Member, that person shall no longer be eligible to serve on the Board effective as of the last day of the year during which the person becomes ineligible. All members of the Board shall serve without compensation.

In the event that a vacancy occurs on the Board of Directors, the remaining members of the Board of Directors shall meet and appoint an Assembly representative to fill the vacancy until the next meeting of the Assembly at which elections of Directors are held.

- (D) Meetings. The Board of Directors shall hold regular meetings not less than once per calendar quarter at such times as may be determined by the Board or the Chair. Special meetings shall be held at such other times as may be requested by the Chair. Written notice of each meeting shall be served by the Executive Director upon each Director not less than twenty-four (24) hours preceding the time for the meeting, and shall state the date, time, and place of the meeting and subject to be considered at the meeting. The requirements of and procedures for notice may be waived in writing by each Director and any Director shall be deemed conclusively to have waived such notice with respect to a meeting by his or her attendance at that meeting.
- (E) Attendance. Directors are expected to attend Board meetings. Any Director who is absent from three Board meetings without excuse during a twelve month period is automatically removed from the Board. The remaining Directors shall meet and

appoint a person to fill the vacated seat until the next meeting of the General Assembly at which elections of Directors are held.

- (F) Officers. At its first meeting in each Fiscal Year, the Board of Directors shall convene and organize. The Chair of the Board shall be elected to serve one (1) three-year term by the Board of Directors, with a majority vote of its members present at a quorum. The term of the Chair of the Board may be extended for an additional one-year term for unforeseen or special circumstances, as determined by the Board, with a majority vote of its members present at a quorum. A former Chair is eligible to serve again as Board Chair for a one (1) time, three-year term but only after not serving as a Board officer for not less than three (3) years after his/her first term has expired. The Chair whose term has expired shall preside as temporary Chair until the Chair is elected. In the absence of the prior Chair, the prior Vice-Chair shall be elected to serve a one-year term by the Board of Directors by a majority vote of its members present at a quorum.
- (1) Chair. The Chair shall preside at all meetings of the Board of Directors and the Assembly. The Chair's duties shall also include, but not be limited to: preparing agendas for each meeting of the Board of Directors and arranging for distribution of such agendas so that each Board member receives an agenda at least seven (7) days in advance of each regularly scheduled Board meeting and as soon as practical before any specially scheduled Board meeting; and presenting an annual report to the Assembly at its annual meeting, or distribution of such report to the Members, concerning the activities and operations of the Council. Such duties of the Chair described in the preceding sentence may be delegated to the Executive Director. In the event of a tie on matters subject to a vote of the Board, the Chair shall cast the tie-breaking vote.
- (2) Vice-Chair. In the absence of the Chair, the Vice-Chair shall preside at meetings of the Board of Directors and the Assembly. The Vice-Chair shall succeed to the office of the Chair, should that office be vacated before the end of a term, and shall assist the Chair in the discharge of his duties. There is no term limit for the position of Vice-Chair.
- (3) Executive Director. The Executive Director shall provide written notice to all members of the Board of Directors of all meetings of the Board in accordance with paragraph (D) of this Section. Minutes of all meetings of the Board shall be kept by the Executive Director and distributed to each member of the Board within thirty (30) days following each Board meeting. The Executive Director shall provide Assembly members with written notice of all Assembly meetings in accordance with Section 2 hereof. The Executive Director shall perform such other duties as the Chair may request. If the Board of Directors decides to hire a chief executive officer for the Council, then this person will be titled the Executive Director. The Board of Directors shall provide a job description for this position.

(4) Fiscal Agent. The Board of Directors shall provide for the employment of a Fiscal Agent either by:

- (a) contracting with a Member, or
- (b) hiring a person to perform the duties of the Fiscal Agent, who shall be the Treasurer. Separate Fiscal Agents may be hired to handle specific Programs or assigned to the Treasurer if such employee is hired. The Fiscal Agent shall receive and disburse all funds of the Council, prepare all necessary fiscal reports for the Board of Directors and the Assembly, and undertake all other financial transactions necessary to the work of the Council.

The Fiscal Agent of the Council shall obtain and keep in force a fidelity bond, in an amount determined by the Board of Directors and with a surety company approved by the Board of Directors, or, in lieu of a separate fidelity bond, the Board of Directors may direct the Fiscal Agent to continue and keep in force any existing fidelity bond the Fiscal Agent may have which the Board of Directors determines to be adequate. In either case, the Council shall be named as an insured on such bond and the amount thereof shall not be reduced without prior written consent of the Board of Directors.

The Fiscal Agent and the Executive Director may be held by the same person or by two different persons.

(G) Powers and Duties of the Board of Directors. The Board of Directors shall have the authority to:

- (1) Consider and approve any purchases of equipment, facilities, or services for the Council; provided that the cost thereof is within the Aggregation Costs approved by the Assembly pursuant to Section 8 hereof.
  - (a) Make recommendations to the Assembly concerning any matter relating to the Council and its Programs, including but not limited to:
    - (b) amendments to or modifications of the Agreement and Bylaws,
    - (c) appropriations of the Council,
    - (d) each Member's share of Aggregation Costs or any Additional Program Costs, and
    - (e) disqualification of Members.

- (2) Direct the Fiscal Agent concerning any disbursements from the Aggregation Fund.
- (3) By affirmative vote of a majority of Board members and upon certification to the Board by the Fiscal Agent that the proposal is within the limits of the Council's resources, amend the budget and appropriations of the Council.
- (4) Approve the inclusion of additional Members into the Council.
- (5) Enter into any and all necessary and incidental contracts to facilitate the aggregation of the retail electric and natural gas loads within the jurisdiction(s) of the Members.
- (6) Enter into any and all necessary and incidental contracts to carry out all Programs of the Council.
- (7) Enter into any and all necessary and incidental contracts to carry out all Programs of the Council.

#### Section 4. Advisory Committees.

One or more Advisory Committees may be appointed by the Board of Directors to assist the Board of Directors in the management of any Program of the Council. The members of an Advisory Committee shall be appointed by and shall serve at the pleasure of the Board of Directors. Each Advisory Committee shall perform the duties directed by the Board of Directors.

Each Advisory Committee shall elect from its membership a chair and vice-chair, who shall each serve for a term of one year or such shorter period of time as the Advisory Committee may be in existence. The Committee chair shall preside at all Committee meetings and prepare the agenda for each meeting following consultation with the Executive Director or Board of Directors. Such duties of the Committee chair described in the preceding sentence may be delegated to the Executive Director. In the absence of the Committee chair, the Committee vice-chair shall preside at Committee meetings. The Committee vice-chair shall succeed to the office of the Committee chair, should it be vacated before the end of a term, and shall assist the Committee chair in the discharge of the Committee chair's duties.

Each Advisory Committee shall make recommendations to the Board of Directors concerning any matter referred to it by the Board of Directors.

#### Section 5. Employees and Consultants.

The Board of Directors may employ the Fiscal Agent and the Executive Director for the Council. In addition, the Board of Directors may employ other persons and may contract for the services of independent contractors, consultants, legal counsel, or experts as the Board of Directors deems necessary or appropriate for the proper operation and administration of the Council and its Programs. Any staff employed by the Council shall be determined by the Board of Directors to

have the educational background and work experience necessary to discharge the duties assigned to that person by the Board of Directors. The Board of Directors shall establish the salaries, benefits, and work and disciplinary rules for the Council's staff and shall direct the hiring and discharge of that staff. The Board of Directors of the Council may designate the Executive Director to be responsible for the supervision of the Council's staff. The salaries and independent contractors, consultants, legal counsel, or experts shall be paid either as Aggregation Costs or Additional Program Costs from their respective accounts as determined by the Board of Directors.

Section 6. Equipment and Facilities.

The Council may purchase, lease, or otherwise provide supplies, materials, equipment, and facilities as it deems necessary and appropriate to carry out the Programs of the Council. The Council shall comply, to the extent applicable, with the provisions of the Ohio Revised Code with respect to the procedures for bidding and letting of contracts for the acquisition, repair, or improvement of its facilities, equipment, and supplies. The Fiscal Agent of the Council shall, at the direction of and on behalf of the Board of Directors, enter into all contracts or leases for supplies, materials, equipment, or facilities of the Council.

Section 7. Aggregation Fund.

The Aggregation Fund shall be established and maintained by the Fiscal Agent of the Council separate and apart from all other funds of the Council which may be under the custody of the Fiscal Agent. Separate funds will be established for Additional Programs of the Council. All funds of the Council (Aggregation and Additional Program Funds) shall be subject to the laws of the State concerning the investment and management of public funds, particularly Revised Code Chapter 135, and shall be the responsibility of the Fiscal Agent.

The Fiscal Agent of the Council shall deposit in the Aggregation Fund the amounts received from the Members for Aggregation Costs of the Council and any interest earned by the Aggregation Fund. Disbursements may be made from the Aggregation Fund by the Fiscal Agent at the direction of the Board of Directors or the Assembly for any proper purpose of the Council, including but not limited to payment of Aggregation Costs, costs incurred in connection with the establishment of the Council, salaries of any persons employed to carry out the functions related to the Aggregation Program, fees and expenses of the Fiscal Agent, consultants and attorneys, and payment of other operating expenses.

The Fiscal Agent of the Council shall maintain records which identify all receipts of the Aggregation Fund by source. The Fiscal Agent shall maintain records which account for all disbursements from the Aggregation Fund. The Fiscal Agent shall make monthly reports to the Board of Directors on or before the twentieth (20<sup>th</sup>) day of each month concerning all receipts and disbursements from the Aggregation Fund.

Section 8. Estimate of Aggregation Costs; Payments by Members.

On or before the annual meeting of the Assembly the Board of Directors shall: (a) submit to the Assembly a written estimate of the Aggregation Costs and any Additional Program Costs for

the next Fiscal Year of the Council, and (b) if a fee is to be collected, provide the Assembly and each Member with an estimate of each Member's share of the Aggregation Costs and any Additional Program Costs. Any Additional Program Costs shall be apportioned among the participating members as provided in any Additional Program Agreement. Any Aggregation Costs of the Council shall be apportioned among the Members in the manner determined by the Board of Directors. The estimates shall be presented in enough detail so that the Assembly can determine their sufficiency.

The Assembly shall consider the estimates and accept or modify the same. If an assessment or fee is to be paid by the Members to the Aggregation Fund or any Additional Program Fund, the Fiscal Agent shall deliver to the Members, the estimated appropriation for the next Fiscal Year and each Member's share of such costs. Each Member shall include its share of the Aggregation Costs and any Additional Program Costs in its appropriations (pursuant to Chapter 5705 of the Revised Code). Each member shall thereafter remit its share of Aggregation Costs and any Additional Program Costs to the Fiscal Agent.

If the aggregate contributions made pursuant to that estimated budget prove to be insufficient to pay the Aggregation Costs and any Additional Program Costs for that Fiscal year of the Council, the Board of Directors shall direct the Fiscal Agent to promptly notify in writing each Member of any additional Aggregation Costs and Additional Program Costs, the amount of any deficiencies and each Member's share of those additional costs, all as determined by the Board of Directors, whereupon each Member shall appropriate (pursuant to Chapter 5705 of the Revised Code) the amount stated in the notice and remit the same to the Fiscal Agent within forty-five (45) days after receipt of that written notice.

Failure by a Member to appropriate and remit any of its share of the Council Costs and Additional Program Costs pursuant to these Bylaws within sixty (60) days after the same shall become due shall be deemed a withdrawal by such Member pursuant to Section 6 of the Agreement unless the Member has petitioned the Board of Directors for an extension of time for payment and the Board of Directors has, by resolution, approved an extension to a date certain and the Member has remitted at least twenty-five percent of its share of the Aggregation Costs and any Additional Program Costs to the Fiscal Agent.

Under no circumstances shall the Fiscal Agent have the power to incur obligations for Aggregation Costs and Additional Program Costs in an amount which exceeds the total unspent amount appropriated for Aggregation Costs or any Additional Program Costs, respectively, and remitted to the Fiscal Agent by the Members pursuant to this Agreement, except as may be permitted by law.

#### Section 9. Conduct of Meetings.

All meetings provided for in these Bylaws shall be conducted in accordance with the latest edition of Robert's Rules of Order, Revised unless otherwise directed by these Bylaws or by resolution of the Assembly, the Board of Directors, or any Advisory Committee with respect to the meetings of each of those bodies. The chair of each of those bodies shall be the parliamentary

procedure officer and his or her decisions with respect to matters of parliamentary procedure shall be final.

Section 10. Amendments.

These Bylaws may be modified, amended or supplemented in any respect upon approval of the modification, amendment or supplement by at least two-thirds of the Members' representatives, and the approved amendment, modification, or supplement shall only thereupon become binding upon all Members.

Section 11. Initial Operation of the Council.

In the first Fiscal Year of the Council's operation, actions required by these Bylaws to be taken at the annual meeting of the Assembly or the first meeting of the Board of Directors shall be taken as soon as practical upon the establishment of the Council.

Section 12. Authorization of the Council to Initiate, Intervene, and Participate in Federal and State Proceedings.

Pursuant to R.C. Chapter 167, the Agreement, these Bylaws and Ohio law, the Members authorize the Council to initiate, intervene, and/or participate in any utility or other case or proceeding, federal or state, that relates to any electric or natural gas rate, charge, policy, service, regulation, rulemaking, practice or condition affecting any Council Member or Council electricity or natural gas aggregation customer, including, without limitation, those involving transmission, distribution, generation, production, commodity, market design, competition, or otherwise. The Chair and/or the Executive Director of the Council are authorized to engage legal counsel and consultants in connection with the Council's involvement in any such case or proceeding.

ADOPTED this 29th day of November, 2000.

AMENDED this 13th day of November, 2008.

AMENDED this 10th day of November, 2015.

AMENDED this 15th day of November, 2016.

AMENDED this 12th day of November, 2019.

AMENDED this 18th day of November, 2025.

NORTHEAST OHIO PUBLIC ENERGY COUNCIL

**Exhibit A**

The definition of the Northeast Ohio Region, the Northwest Ohio Region, the Central Ohio Region, the Southwest Ohio Region and the Southeast Ohio Region as used in these Bylaws shall mean the counties identified in each Region as follows on the attached map:

Northeast Ohio Region:

Ashtabula  
Columbiana  
Cuyahoga  
Erie  
Geauga  
Huron  
Lake  
Lorain  
Mahoning  
Medina  
Portage  
Richland  
Sandusky  
Seneca  
Stark  
Summit  
Trumbull

Northwest Ohio Region:

Allen  
Auglaize  
Defiance  
Fulton  
Hancock  
Hardin  
Henry  
Lucas  
Mercer  
Ottawa  
Paulding  
Putnam  
Van Wert  
Williams  
Wood

Central Ohio Region:

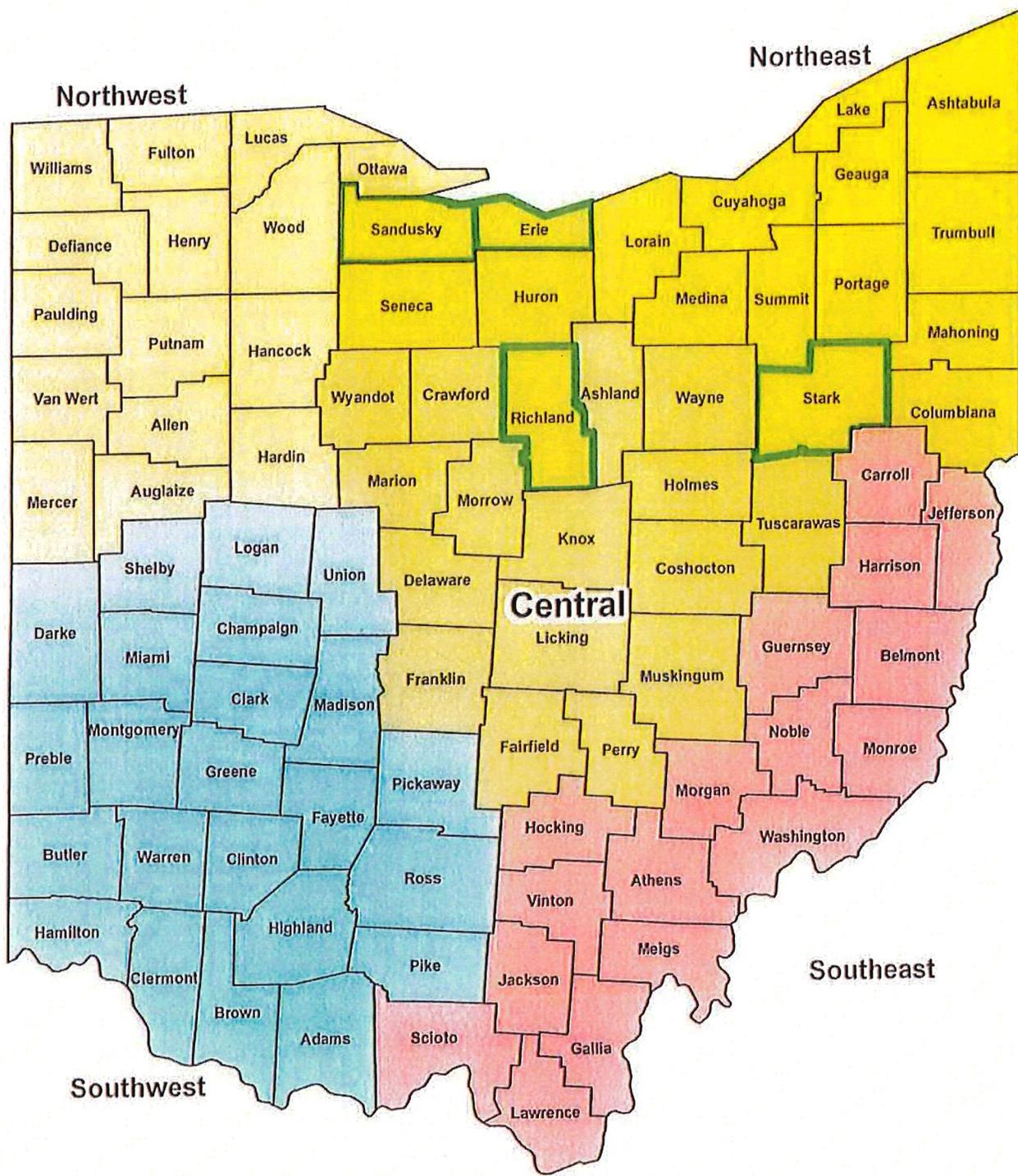
Ashland  
Coshocton  
Crawford  
Delaware  
Fairfield  
Franklin  
Holmes  
Knox  
Licking  
Marion  
Morrow  
Muskingum  
Perry  
Tuscarawas  
Wayne  
Wyandot

Southwest Ohio Region:

Adams  
Brown  
Butler  
Champaign  
Clark  
Clermont  
Clinton  
Darke  
Fayette  
Greene  
Hamilton  
Highland  
Logan  
Madison  
Miami  
Montgomery  
Pickaway  
Pike  
Preble  
Ross  
Shelby  
Union  
Warren

Southeast Ohio Region:

Athens  
Belmont  
Carroll  
Gallia  
Guernsey  
Harrison  
Hocking  
Jackson  
Jefferson  
Lawrence  
Meigs  
Monroe  
Morgan  
Noble  
Scioto  
Vinton  
Washington







# City of Mansfield 2026 Final Budget

Fund / Department / Classification	2026 Appropriations
<b><u>Fund: 101 General Fund</u></b>	
Department: 02 City Council	
Sub Department: 01 Operations	
Personal Svcs - Personal Services	\$192,809.00
Empl Benefits - Employee Benefits	\$82,896.00
Contract Svcs - Contractual Services	\$64,100.00
Supplies Matrls - Supplies and Materials	\$5,800.00
Sub Department Total: Operations	\$345,605.00
Department Total: City Council	\$345,605.00
Department: 03 Municipal Court	
Personal Svcs - Personal Services	\$980,489.00
Empl Benefits - Employee Benefits	\$493,996.00
Contract Svcs - Contractual Services	\$237,500.00
Capital Outlay - Capital Outlay	\$35,000.00
Sub Department Total: Operations	\$1,746,985.00
Department Total: Municipal Court	\$1,746,985.00
Department: 04 Clerk of Court	
Personal Svcs - Personal Services	\$939,824.00
Empl Benefits - Employee Benefits	\$466,995.00
Contract Svcs - Contractual Services	\$60,500.00
Supplies Matrls - Supplies and Materials	\$14,300.00
Sub Department Total: Operations	\$1,481,619.00
Department Total: Clerk of Court	\$1,481,619.00
Department: 05 Civil Service Commission	
Personal Svcs - Personal Services	\$17,550.00
Empl Benefits - Employee Benefits	\$3,043.00
Contract Svcs - Contractual Services	\$34,600.00
Sub Department Total: Operations	\$55,193.00
Department Total: Civil Service Commission	\$55,193.00
Department: 06 Law Director	
Personal Svcs - Personal Services	\$781,656.00
Empl Benefits - Employee Benefits	\$387,952.00
Contract Svcs - Contractual Services	\$79,100.00
Supplies Matrls - Supplies and Materials	\$32,500.00
Capital Outlay - Capital Outlay	\$5,000.00
Other Charges - Other Charges	\$15,000.00
Transfers Out - Transfers Out	\$0.00
Sub Department Total: Operations	\$1,301,208.00
Department Total: Law Director	\$1,301,208.00

# City of Mansfield 2026 Final Budget

Fund / Department / Classification	2026 Appropriations
Department: 07 Finance Director	
Personal Svcs - Personal Services	\$682,071.00
Empl Benefits - Employee Benefits	\$342,146.00
Contract Svcs - Contractual Services	\$23,400.00
Supplies Matrls - Supplies and Materials	\$8,700.00
Capital Outlay - Capital Outlay	\$2,500.00
Sub Department Total: Operations	\$1,058,817.00
Sub Department: 02 Income Tax	
Personal Svcs - Personal Services	\$495,861.00
Empl Benefits - Employee Benefits	\$352,295.00
Contract Svcs - Contractual Services	\$49,500.00
Supplies Matrls - Supplies and Materials	\$9,100.00
Capital Outlay - Capital Outlay	\$2,500.00
Sub Department Total: Income Tax	\$909,256.00
Department Total: Finance Director	\$1,968,073.00
Department: 09 Mayor	
Sub Department: 01 Operations	
Personal Svcs - Personal Services	\$170,103.00
Empl Benefits - Employee Benefits	\$79,236.00
Contract Svcs - Contractual Services	\$7,150.00
Supplies Matrls - Supplies and Materials	\$9,150.00
Sub Department Total: Operations	\$265,639.00
Department Total: Mayor	\$265,639.00
Department: 10 Safety-Service Director	
Personal Svcs - Personal Services	\$146,310.00
Empl Benefits - Employee Benefits	\$78,460.00
Contract Svcs - Contractual Services	\$77,150.00
Supplies Matrls - Supplies and Materials	\$1,200.00
Sub Department Total: Operations	\$303,120.00
Department Total: Safety-Service Director	\$303,120.00
Department: 11 Human Resources	
Personal Svcs - Personal Services	\$214,298.00
Empl Benefits - Employee Benefits	\$144,834.00
Contract Svcs - Contractual Services	\$136,625.00
Supplies Matrls - Supplies and Materials	\$2,000.00
Capital Outlay - Capital Outlay	\$2,500.00
Sub Department Total: Operations	\$500,257.00
Department Total: Human Resources	\$500,257.00
Department: 12 Engineering	
Personal Svcs - Personal Services	\$85,878.00
Empl Benefits - Employee Benefits	\$41,165.00

# City of Mansfield 2026 Final Budget

Fund / Department / Classification	2026 Appropriations
Contract Srvs - Contractual Services	\$18,700.00
Supplies Matrls - Supplies and Materials	\$4,150.00
Capital Outlay - Capital Outlay	\$7,000.00
Sub Department Total: Operations	\$156,893.00
Department Total: Engineering	\$156,893.00
Department: 13 Permitting and Development	
Sub Department: 01 Operations	
Personal Srvs - Personal Services	\$494,252.00
Emply Benefits - Employee Benefits	\$221,702.00
Contract Srvs - Contractual Services	\$176,900.00
Supplies Matrls - Supplies and Materials	\$7,750.00
Capital Outlay - Capital Outlay	\$5,000.00
Other Charges - Other Charges	\$1,500.00
Sub Department Total: Operations	\$907,104.00
Sub Department: 21 Service Complex Board/Clean Up	
Personal Srvs - Personal Services	\$15,248.00
Emply Benefits - Employee Benefits	\$3,958.00
Sub Department Total: Service Complex Board/Clean Up	\$19,206.00
Sub Department: 27 Seasonal	
Personal Srvs - Personal Services	\$20,000.00
Emply Benefits - Employee Benefits	\$3,467.00
Sub Department Total: Seasonal	\$23,467.00
Department Total: Permitting and Development	\$949,777.00
Department: 17 Maintenance	
Sub Department: 01 Operations	
Personal Srvs - Personal Services	\$319,983.00
Emply Benefits - Employee Benefits	\$197,362.00
Contract Srvs - Contractual Services	\$464,950.00
Supplies Matrls - Supplies and Materials	\$112,300.00
Utilities - Utilities	\$1,200.00
Capital Outlay - Capital Outlay	\$62,000.00
Sub Department Total: Operations	\$1,157,795.00
Department Total: Maintenance	\$1,157,795.00
Department: 20 Public Works Director	
Personal Srvs - Personal Services	\$148,069.00
Emply Benefits - Employee Benefits	\$44,011.00
Contract Srvs - Contractual Services	\$3,650.00
Supplies Matrls - Supplies and Materials	\$1,300.00
Capital Outlay - Capital Outlay	\$2,500.00
Sub Department Total: Operations	\$199,530.00
Department Total: Public Works Director	\$199,530.00

# City of Mansfield 2026 Final Budget

Fund / Department / Classification	2026 Appropriations
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: 27 Records Storage	
Contract Srvs - Contractual Services	\$50,000.00
Sub Department Total: Operations	\$50,000.00
Department Total: Records Storage	\$50,000.00
Department: 29 Historic Preservation Commission	
Contract Srvs - Contractual Services	\$1,000.00
Supplies Matrls - Supplies and Materials	\$100.00
Sub Department Total: Operations	\$1,100.00
Department Total: Historic Preservation Commission	\$1,100.00
Department: 99 Non-Departmental	
Sub Department: 99 Expenditures	
Emply Benefits - Employee Benefits	\$25,000.00
Contract Srvs - Contractual Services	\$3,722,053.00
Utilities - Utilities	\$219,000.00
Other Charges - Other Charges	\$752,852.00
Transfers Out - Transfers Out	\$22,268,302.00
Sub Department Total: Expenditures	\$26,987,207.00
Department Total: Non-Departmental	\$26,987,207.00
<b>Fund Total: General Fund</b>	<b>\$37,480,881.00</b>
<b><u>Fund: 202 Street Maintenance and Repair</u></b>	
Department: 12 Engineering	
Sub Department: 01 Operations	
Contract Srvs - Contractual Services	\$115,000.00
Capital Outlay - Capital Outlay	\$465,000.00
Sub Department Total: Operations	\$580,000.00
Department Total: Engineering	\$580,000.00
Department: 53 Street	
Personal Srvs - Personal Services	\$873,865.00
Emply Benefits - Employee Benefits	\$627,855.00
Contract Srvs - Contractual Services	\$339,310.00
Supplies Matrls - Supplies and Materials	\$165,550.00
Utilities - Utilities	\$30,000.00
Capital Outlay - Capital Outlay	\$135,000.00
Debt Service - Debt Service	\$41,550.00

# City of Mansfield 2026 Final Budget

Fund / Department / Classification	2026 Appropriations
Transfers Out - Transfers Out	\$881,514.00
Sub Department Total: Operations	\$3,094,644.00
Sub Department: 19 Misc Street-Snow-Leaf Activity	
Personal Svcs - Personal Services	\$200,000.00
Emply Benefits - Employee Benefits	\$48,270.00
Sub Department Total: Misc Street-Snow-Leaf Activity	\$248,270.00
Sub Department: 27 Seasonal	
Personal Svcs - Personal Services	\$8,400.00
Emply Benefits - Employee Benefits	\$1,456.00
Sub Department Total: Seasonal	\$9,856.00
Department Total: Street	\$3,352,770.00
 <b>Fund Total: Street Maintenance and Repair</b>	 <b>\$3,932,770.00</b>
 <b><u>Fund: 203 State Highway</u></b>	
Department: 53 Street	
Sub Department: 01 Operations	
Personal Svcs - Personal Services	\$246,500.00
Sub Department Total: Operations	\$246,500.00
Department Total: Street	\$246,500.00
 <b>Fund Total: State Highway</b>	 <b>\$246,500.00</b>
 <b><u>Fund: 204 Alarm Monitoring</u></b>	
Department: 24 Public Safety Communications Ctr	
Sub Department: 01 Operations	
Personal Svcs - Personal Services	\$11,439.00
Emply Benefits - Employee Benefits	\$1,794.00
Contract Svcs - Contractual Services	\$2,800.00
Supplies MatrIs - Supplies and Materials	\$500.00
Sub Department Total: Operations	\$16,533.00
Department Total: Public Safety Communications Ctr	\$16,533.00
 <b>Fund Total: Alarm Monitoring</b>	 <b>\$16,533.00</b>
 <b><u>Fund: 206 Motor Vehicle License Tax Fund</u></b>	
Department: 53 Street	
Sub Department: 01 Operations	
Supplies MatrIs - Supplies and Materials	\$440,000.00
Sub Department Total: Operations	\$440,000.00
Department Total: Street	\$440,000.00
 <b>Fund Total: Motor Vehicle License Tax Fund</b>	 <b>\$440,000.00</b>

# City of Mansfield 2026 Final Budget

Fund / Department / Classification	2026 Appropriations
<b><u>Fund: 207 Community Development</u></b>	
Department: 65 Community Development	
Sub Department: 25 Programs	
Personal Svcs - Personal Services	\$158,054.00
Empl Benefits - Employee Benefits	\$128,652.00
Contract Svcs - Contractual Services	\$4,058,611.00
Supplies Matrls - Supplies and Materials	\$5,000.00
Utilities - Utilities	\$1,500.00
Capital Outlay - Capital Outlay	\$3,000.00
Other Charges - Other Charges	\$7,500.00
Sub Department Total: Programs	\$4,362,317.00
Department Total: Community Development	\$4,362,317.00
<b>Fund Total: Community Development</b>	<b>\$4,362,317.00</b>
 <b><u>Fund: 210 Drug Law Enforcement</u></b>	
Department: 15 Police	
Sub Department: 01 Operations	
Other Charges - Other Charges	\$14,197.00
Sub Department Total: Operations	\$14,197.00
Sub Department: 51 METRICH	
Other Charges - Other Charges	\$12,403.00
Sub Department Total: METRICH	\$12,403.00
Department Total: Police	\$26,600.00
<b>Fund Total: Drug Law Enforcement</b>	<b>\$26,600.00</b>
 <b><u>Fund: 211 Law Enforcement</u></b>	
Department: 06 Law Director	
Sub Department: 01 Operations	
Contract Svcs - Contractual Services	\$6,465.00
Sub Department Total: Operations	\$6,465.00
Department Total: Law Director	\$6,465.00
Department: 15 Police	
Other Charges - Other Charges	\$36,120.00
Sub Department Total: Operations	\$36,120.00
Sub Department: 51 METRICH	
Other Charges - Other Charges	\$43,058.00
Sub Department Total: METRICH	\$43,058.00
Department Total: Police	\$79,178.00
<b>Fund Total: Law Enforcement</b>	<b>\$85,643.00</b>

# City of Mansfield 2026 Final Budget

Fund / Department / Classification	2026 Appropriations
<b><u>Fund: 214 Safety Services</u></b>	
Department: 15 Police	
Sub Department: 01 Operations	
Personal Svcs - Personal Services	\$8,534,829.00
Empl Benefits - Employee Benefits	\$4,718,570.00
Contract Svcs - Contractual Services	\$397,800.00
Supplies Matrls - Supplies and Materials	\$49,150.00
Utilities - Utilities	\$21,500.00
Capital Outlay - Capital Outlay	\$250,000.00
Other Charges - Other Charges	\$8,800.00
Transfers Out - Transfers Out	\$250,707.00
Sub Department Total: Operations	\$14,231,356.00
Sub Department: 42 Repair	
Personal Svcs - Personal Services	\$57,056.00
Empl Benefits - Employee Benefits	\$46,361.00
Contract Svcs - Contractual Services	\$30,350.00
Supplies Matrls - Supplies and Materials	\$65,465.00
Capital Outlay - Capital Outlay	\$18,000.00
Sub Department Total: Repair	\$217,232.00
Sub Department: 50 Laboratory	
Personal Svcs - Personal Services	\$279,223.00
Empl Benefits - Employee Benefits	\$161,094.00
Contract Svcs - Contractual Services	\$64,450.00
Supplies Matrls - Supplies and Materials	\$27,550.00
Capital Outlay - Capital Outlay	\$12,000.00
Transfers Out - Transfers Out	\$40,000.00
Sub Department Total: Laboratory	\$584,317.00
Sub Department: 52 Parking Meter	
Personal Svcs - Personal Services	\$47,489.00
Empl Benefits - Employee Benefits	\$22,922.00
Contract Svcs - Contractual Services	\$3,500.00
Supplies Matrls - Supplies and Materials	\$4,000.00
Sub Department Total: Parking Meter	\$77,911.00
Department Total: Police	\$15,110,816.00
Department: 16 Fire	
Sub Department: 01 Operations	
Personal Svcs - Personal Services	\$8,869,993.00
Empl Benefits - Employee Benefits	\$5,103,993.00
Contract Svcs - Contractual Services	\$436,800.00
Supplies Matrls - Supplies and Materials	\$156,250.00
Utilities - Utilities	\$68,000.00
Capital Outlay - Capital Outlay	\$125,000.00
Transfers Out - Transfers Out	\$890,496.00
Sub Department Total: Operations	\$15,650,532.00

# City of Mansfield 2026 Final Budget

Fund / Department / Classification	2026 Appropriations
Sub Department: 42 Repair	
Personal Svcs - Personal Services	\$114,753.00
Emply Benefits - Employee Benefits	\$91,310.00
Contract Svcs - Contractual Services	\$31,200.00
Supplies Matrls - Supplies and Materials	\$83,000.00
Sub Department Total: Repair	\$320,263.00
Department Total: Fire	\$15,970,795.00
Department: 24 Public Safety Communications Ctr	
Sub Department: 01 Operations	
Personal Svcs - Personal Services	\$1,412,742.00
Emply Benefits - Employee Benefits	\$691,915.00
Contract Svcs - Contractual Services	\$78,600.00
Supplies Matrls - Supplies and Materials	\$3,500.00
Capital Outlay - Capital Outlay	\$5,000.00
Sub Department Total: Operations	\$2,191,757.00
Department Total: Public Safety Communications Ctr	\$2,191,757.00
Department: 99 Non-Departmental	
Sub Department: 99 Expenditures	
Emply Benefits - Employee Benefits	\$15,000.00
Contract Svcs - Contractual Services	\$10,000.00
Other Charges - Other Charges	\$282,819.00
Transfers Out - Transfers Out	\$1,288,922.00
Sub Department Total: Expenditures	\$1,596,741.00
Department Total: Non-Departmental	\$1,596,741.00
<b>Fund Total: Safety Services</b>	<b>\$34,870,109.00</b>
<b><u>Fund: 215 Permissive Sales Tax</u></b>	
Department: 12 Engineering	
Sub Department: 01 Operations	
Contract Svcs - Contractual Services	\$572,000.00
Capital Outlay - Capital Outlay	\$100,000.00
Sub Department Total: Operations	\$672,000.00
Department Total: Engineering	\$672,000.00
<b>Fund Total: Permissive Sales Tax</b>	<b>\$672,000.00</b>
<b><u>Fund: 216 Industrial Development</u></b>	
Department: 30 Industrial Development	
Sub Department: 01 Operations	
Contract Svcs - Contractual Services	\$315,000.00
Supplies Matrls - Supplies and Materials	\$3,200.00
Other Charges - Other Charges	\$4,000.00

# City of Mansfield 2026 Final Budget

Fund / Department / Classification	2026 Appropriations
Sub Department Total: Operations	\$322,200.00
Sub Department: 25 Programs	
Contract Srvs - Contractual Services	\$128,720.00
Sub Department Total: Programs	\$128,720.00
Department Total: Industrial Development	\$450,920.00
<b>Fund Total: Industrial Development</b>	<b>\$450,920.00</b>
<b><u>Fund: 217 Indigent Drivers Alcohol Treat</u></b>	
Department: 03 Municipal Court	
Sub Department: 01 Operations	
Contract Srvs - Contractual Services	\$27,000.00
Supplies Matrls - Supplies and Materials	\$5,000.00
Sub Department Total: Operations	\$32,000.00
Department Total: Municipal Court	\$32,000.00
<b>Fund Total: Indigent Drivers Alcohol Treat</b>	<b>\$32,000.00</b>
<b><u>Fund: 218 Indigent Drivers Alcohol Monitor</u></b>	
Department: 03 Municipal Court	
Sub Department: 01 Operations	
Contract Srvs - Contractual Services	\$10,000.00
Sub Department Total: Operations	\$10,000.00
Department Total: Municipal Court	\$10,000.00
<b>Fund Total: Indigent Drivers Alcohol Monitor</b>	<b>\$10,000.00</b>
<b><u>Fund: 219 Court Computerization</u></b>	
Department: 03 Municipal Court	
Sub Department: 01 Operations	
Personal Srvs - Personal Services	\$59,653.00
Emply Benefits - Employee Benefits	\$45,500.00
Contract Srvs - Contractual Services	\$155,000.00
Supplies Matrls - Supplies and Materials	\$34,000.00
Capital Outlay - Capital Outlay	\$75,000.00
Other Charges - Other Charges	\$4,000.00
Sub Department Total: Operations	\$373,153.00
Department Total: Municipal Court	\$373,153.00
<b>Fund Total: Court Computerization</b>	<b>\$373,153.00</b>

# City of Mansfield 2026 Final Budget

Fund / Department / Classification	2026 Appropriations
<b><u>Fund: 220 Legal Research</u></b>	
Department: 03 Municipal Court	
Sub Department: 01 Operations	
Contract Srvs - Contractual Services	\$35,000.00
Supplies Matrls - Supplies and Materials	\$5,000.00
Sub Department Total: Operations	\$40,000.00
Department Total: Municipal Court	\$40,000.00
<b>Fund Total: Legal Research</b>	<b>\$40,000.00</b>
<b><u>Fund: 221 American Rescue Plan (ARP) Fund</u></b>	
Department: 18 Parks & Recreation	
Contract Srvs - Contractual Services	\$16,101.00
Sub Department Total: Grants	\$16,101.00
Department Total: Parks & Recreation	\$16,101.00
Department: 99 Non-Departmental	
Other Charges - Other Charges	\$17,797.00
Sub Department Total: Expenditures	\$17,797.00
Department Total: Non-Departmental	\$17,797.00
<b>Fund Total: American Rescue Plan (ARP) Fund</b>	<b>\$33,898.00</b>
<b><u>Fund: 224 Grant Fund</u></b>	
Department: 03 Municipal Court	
Sub Department: 30 Grants	
Personal Srvs - Personal Services	\$579,236.00
Emply Benefits - Employee Benefits	\$25,720.00
Contract Srvs - Contractual Services	\$146,554.00
Supplies Matrls - Supplies and Materials	\$23,486.00
Capital Outlay - Capital Outlay	\$20,000.00
Other Charges - Other Charges	\$7,500.00
Sub Department Total: Grants	\$802,496.00
Department Total: Municipal Court	\$802,496.00
Department: 06 Law Director	
Personal Srvs - Personal Services	\$31,555.00
Emply Benefits - Employee Benefits	\$0.00
Sub Department Total: Grants	\$31,555.00
Department Total: Law Director	\$31,555.00

# City of Mansfield 2026 Final Budget

Fund / Department / Classification	2026 Appropriations
Department: 12 Engineering	
Capital Outlay - Capital Outlay	\$20,031,482.00
Sub Department Total: Grants	\$20,031,482.00
Department Total: Engineering	\$20,031,482.00
Department: 15 Police	
Personal Svcs - Personal Services	\$366,275.00
Empl Benefits - Employee Benefits	\$189,131.00
Contract Svcs - Contractual Services	\$176,398.00
Supplies Matrls - Supplies and Materials	\$1,516.00
Capital Outlay - Capital Outlay	\$31,789.00
Other Charges - Other Charges	\$127.00
Sub Department Total: Grants	\$765,236.00
Sub Department: 50 Laboratory	
Personal Svcs - Personal Services	\$42,411.00
Empl Benefits - Employee Benefits	\$20,610.00
Contract Svcs - Contractual Services	\$47,590.00
Supplies Matrls - Supplies and Materials	\$9,731.00
Capital Outlay - Capital Outlay	\$18,027.00
Sub Department Total: Laboratory	\$138,369.00
Sub Department: 51 METRICH	
Personal Svcs - Personal Services	\$25,462.00
Empl Benefits - Employee Benefits	\$12,681.00
Contract Svcs - Contractual Services	\$77,185.00
Supplies Matrls - Supplies and Materials	\$52.00
Capital Outlay - Capital Outlay	\$7,324.00
Other Charges - Other Charges	\$22,898.00
Sub Department Total: METRICH	\$145,602.00
Department Total: Police	\$1,049,207.00
Department: 16 Fire	
Sub Department: 30 Grants	
Personal Svcs - Personal Services	\$79,066.00
Contract Svcs - Contractual Services	\$26,200.00
Sub Department Total: Grants	\$105,266.00
Department Total: Fire	\$105,266.00
Department: 18 Parks & Recreation	
Contract Svcs - Contractual Services	\$253.00
Supplies Matrls - Supplies and Materials	\$1,948.00
Capital Outlay - Capital Outlay	\$435,602.00
Sub Department Total: Grants	\$437,803.00
Department Total: Parks & Recreation	\$437,803.00

# City of Mansfield 2026 Final Budget

Fund / Department / Classification	2026 Appropriations
Department: 48 Airport	
Capital Outlay - Capital Outlay	\$6,530,186.00
Sub Department Total: Grants	\$6,530,186.00
Department Total: Airport	\$6,530,186.00
Department: 65 Community Development	
Personal Svcs - Personal Services	\$16,813.00
EmPLY Benefits - Employee Benefits	\$2,591.00
Contract Svcs - Contractual Services	\$115,356.00
Sub Department Total: Grants	\$134,760.00
Department Total: Community Development	\$134,760.00
<b>Fund Total: Grant Fund</b>	<b>\$29,122,755.00</b>
<b><u>Fund: 225 Probation Services</u></b>	
Department: 03 Municipal Court	
Sub Department: 01 Operations	
Personal Svcs - Personal Services	\$101,170.00
EmPLY Benefits - Employee Benefits	\$53,516.00
Contract Svcs - Contractual Services	\$94,000.00
Supplies Matrls - Supplies and Materials	\$8,500.00
Capital Outlay - Capital Outlay	\$10,000.00
Sub Department Total: Operations	\$267,186.00
Department Total: Municipal Court	\$267,186.00
<b>Fund Total: Probation Services</b>	<b>\$267,186.00</b>
<b><u>Fund: 226 Court Costs</u></b>	
Department: 03 Municipal Court	
Sub Department: 73 Security - Special Projects	
Personal Svcs - Personal Services	\$133,390.00
EmPLY Benefits - Employee Benefits	\$23,123.00
Contract Svcs - Contractual Services	\$4,500.00
Supplies Matrls - Supplies and Materials	\$1,500.00
Capital Outlay - Capital Outlay	\$6,000.00
Transfers Out - Transfers Out	\$23,050.00
Sub Department Total: Security - Special Projects	\$191,563.00
Sub Department: 74 General - Special Projects	
Personal Svcs - Personal Services	\$590,354.00
EmPLY Benefits - Employee Benefits	\$534,561.00
Contract Svcs - Contractual Services	\$84,000.00
Supplies Matrls - Supplies and Materials	\$21,000.00
Sub Department Total: General - Special Projects	\$1,229,915.00
Department Total: Municipal Court	\$1,421,478.00

# City of Mansfield 2026 Final Budget

Fund / Department / Classification	2026 Appropriations
Department: 04 Clerk of Court	
Sub Department: 01 Operations	
Contract Srvs - Contractual Services	\$100,000.00
Sub Department Total: Operations	\$100,000.00
Department Total: Clerk of Court	\$100,000.00
<b>Fund Total: Court Costs</b>	<b>\$1,521,478.00</b>
<b><u>Fund: 229 Boulevard Assessment</u></b>	
Department: 99 Non-Departmental	
Sub Department: 01 Operations	
Contract Srvs - Contractual Services	\$5,000.00
Supplies MatrIs - Supplies and Materials	\$900.00
Sub Department Total: Operations	\$5,900.00
Department Total: Non-Departmental	\$5,900.00
<b>Fund Total: Boulevard Assessment</b>	<b>\$5,900.00</b>
<b><u>Fund: 230 PAL Donation</u></b>	
Department: 15 Police	
Sub Department: 01 Operations	
Contract Srvs - Contractual Services	\$2,000.00
Supplies MatrIs - Supplies and Materials	\$1,939.00
Capital Outlay - Capital Outlay	\$1,000.00
Sub Department Total: Operations	\$4,939.00
Department Total: Police	\$4,939.00
<b>Fund Total: PAL Donation</b>	<b>\$4,939.00</b>
<b><u>Fund: 231 DARE Donation</u></b>	
Department: 15 Police	
Sub Department: 01 Operations	
Contract Srvs - Contractual Services	\$2,500.00
Supplies MatrIs - Supplies and Materials	\$1,148.00
Sub Department Total: Operations	\$3,648.00
Department Total: Police	\$3,648.00
<b>Fund Total: DARE Donation</b>	<b>\$3,648.00</b>
<b><u>Fund: 232 K-9 Donation</u></b>	
Department: 15 Police	
Sub Department: 01 Operations	
Contract Srvs - Contractual Services	\$10,000.00

# City of Mansfield 2026 Final Budget

Fund / Department / Classification	2026 Appropriations
Supplies MatrIs - Supplies and Materials	\$10,000.00
Capital Outlay - Capital Outlay	\$21,440.00
Sub Department Total: Operations	\$41,440.00
Department Total: Police	\$41,440.00
<b>Fund Total: K-9 Donation</b>	<b>\$41,440.00</b>
 <b><u>Fund: 233 Donations Against Injection Well</u></b>	
Department: 99 Non-Departmental	
Sub Department: 01 Operations	
Other Charges - Other Charges	\$4,065.00
Sub Department Total: Operations	\$4,065.00
Department Total: Non-Departmental	\$4,065.00
<b>Fund Total: Donations Against Injection Well</b>	<b>\$4,065.00</b>
 <b><u>Fund: 234 Separation Fund</u></b>	
Department: 99 Non-Departmental	
Sub Department: 01 Operations	
EmPLY Benefits - Employee Benefits	\$1,834,197.00
Sub Department Total: Operations	\$1,834,197.00
Department Total: Non-Departmental	\$1,834,197.00
<b>Fund Total: Separation Fund</b>	<b>\$1,834,197.00</b>
 <b><u>Fund: 236 Parks &amp; Recreation</u></b>	
Department: 18 Parks & Recreation	
Sub Department: 01 Operations	
Personal Srvs - Personal Services	\$357,229.00
EmPLY Benefits - Employee Benefits	\$259,925.00
Contract Srvs - Contractual Services	\$149,750.00
Supplies MatrIs - Supplies and Materials	\$40,910.00
Utilities - Utilities	\$33,000.00
Capital Outlay - Capital Outlay	\$341,783.00
Other Charges - Other Charges	\$31,340.00
Transfers Out - Transfers Out	\$151,746.00
Sub Department Total: Operations	\$1,365,683.00
Sub Department: 27 Seasonal	
Personal Srvs - Personal Services	\$50,000.00
EmPLY Benefits - Employee Benefits	\$8,668.00
Sub Department Total: Seasonal	\$58,668.00
Department Total: Parks & Recreation	\$1,424,351.00
<b>Fund Total: Parks &amp; Recreation</b>	<b>\$1,424,351.00</b>

# City of Mansfield 2026 Final Budget

Fund / Department / Classification	2026 Appropriations
<b><u>Fund: 237 Street Lighting</u></b>	
Department: 99 Non-Departmental	
Sub Department: 01 Operations	
Contract Svcs - Contractual Services	\$15,000.00
Utilities - Utilities	\$610,000.00
Other Charges - Other Charges	\$11,218.00
Sub Department Total: Operations	\$636,218.00
Department Total: Non-Departmental	\$636,218.00
<b>Fund Total: Street Lighting</b>	<b>\$636,218.00</b>
 <b><u>Fund: 238 Demolition</u></b>	
Department: 65 Community Development	
Sub Department: 01 Operations	
Personal Svcs - Personal Services	\$61,710.00
Emply Benefits - Employee Benefits	\$38,411.00
Contract Svcs - Contractual Services	\$2,108,236.00
Supplies MatrIs - Supplies and Materials	\$2,000.00
Capital Outlay - Capital Outlay	\$45,000.00
Other Charges - Other Charges	\$28,043.00
Sub Department Total: Operations	\$2,283,400.00
Department Total: Community Development	\$2,283,400.00
<b>Fund Total: Demolition</b>	<b>\$2,283,400.00</b>
 <b><u>Fund: 239 Safety Services PRIDE</u></b>	
Department: 15 Police	
Sub Department: 01 Operations	
Transfers Out - Transfers Out	\$1,108,162.00
Sub Department Total: Operations	\$1,108,162.00
Department Total: Police	\$1,108,162.00
Department: 16 Fire	
Transfers Out - Transfers Out	\$1,108,162.00
Sub Department Total: Operations	\$1,108,162.00
Department Total: Fire	\$1,108,162.00
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	

# City of Mansfield 2026 Final Budget

Fund / Department / Classification	2026 Appropriations
Other Charges - Other Charges	\$70,092.00
Sub Department Total: Operations	\$70,092.00
Department Total: Non-Departmental	\$70,092.00
<b>Fund Total: Safety Services PRIDE</b>	<b>\$2,336,416.00</b>
 <b><u>Fund: 240 Honor Guard Donation</u></b>	
Department: 15 Police	
Sub Department: 01 Operations	
Emply Benefits - Employee Benefits	\$1,500.00
Contract Srvs - Contractual Services	\$600.00
Supplies MatrIs - Supplies and Materials	\$964.00
Capital Outlay - Capital Outlay	\$500.00
Sub Department Total: Operations	\$3,564.00
Department Total: Police	\$3,564.00
<b>Fund Total: Honor Guard Donation</b>	<b>\$3,564.00</b>
 <b><u>Fund: 301 Debt Service</u></b>	
Department: 82 G/O Debt Service	
Debt Service - Debt Service	\$4,062,139.00
Sub Department Total: Operations	\$4,062,139.00
Department Total: G/O Debt Service	\$4,062,139.00
<b>Fund Total: Debt Service</b>	<b>\$4,062,139.00</b>
 <b><u>Fund: 404 Street Resurfacing</u></b>	
Department: 53 Street	
Sub Department: 01 Operations	
Contract Srvs - Contractual Services	\$5,751,500.00
Supplies MatrIs - Supplies and Materials	\$26,000.00
Sub Department Total: Operations	\$5,777,500.00
Department Total: Street	\$5,777,500.00
Department: 99 Non-Departmental	
Sub Department: 99 Expenditures	
Other Charges - Other Charges	\$140,209.00
Sub Department Total: Expenditures	\$140,209.00
Department Total: Non-Departmental	\$140,209.00
<b>Fund Total: Street Resurfacing</b>	<b>\$5,917,709.00</b>

# City of Mansfield 2026 Final Budget

Fund / Department / Classification	2026 Appropriations
<b><u>Fund: 409 Ohio Public Works Commission</u></b>	
Department: 12 Engineering	
Sub Department: 25 Programs	
Capital Outlay - Capital Outlay	\$500,000.00
Sub Department Total: Programs	\$500,000.00
Department Total: Engineering	\$500,000.00
<b>Fund Total: Ohio Public Works Commission</b>	<b>\$500,000.00</b>
 <b><u>Fund: 410 Water Main Replacement</u></b>	
Department: 12 Engineering	
Sub Department: 01 Operations	
Contract Srvs - Contractual Services	\$1,500.00
Capital Outlay - Capital Outlay	\$5,000,000.00
Other Charges - Other Charges	\$140,209.00
Sub Department Total: Operations	\$5,141,709.00
Department Total: Engineering	\$5,141,709.00
<b>Fund Total: Water Main Replacement</b>	<b>\$5,141,709.00</b>
 <b><u>Fund: 417 Reid Industrial Park</u></b>	
Department: 30 Industrial Development	
Sub Department: 25 Programs	
Capital Outlay - Capital Outlay	\$70,704.00
Sub Department Total: Programs	\$70,704.00
Department Total: Industrial Development	\$70,704.00
<b>Fund Total: Reid Industrial Park</b>	<b>\$70,704.00</b>
 <b><u>Fund: 418 Police Capital Equipment</u></b>	
Department: 15 Police	
Sub Department: 01 Operations	
Capital Outlay - Capital Outlay	\$27,333.00
Sub Department Total: Operations	\$27,333.00
Department Total: Police	\$27,333.00
<b>Fund Total: Police Capital Equipment</b>	<b>\$27,333.00</b>
 <b><u>Fund: 419 Electrical Service Upgrade</u></b>	
Department: 17 Maintenance	
Sub Department: 01 Operations	
Capital Outlay - Capital Outlay	\$14,596.00
Sub Department Total: Operations	\$14,596.00
Department Total: Maintenance	\$14,596.00

# City of Mansfield 2026 Final Budget

Fund / Department / Classification	2026 Appropriations
<b>Fund Total: Electrical Service Upgrade</b>	<b>\$14,596.00</b>
 <b><u>Fund: 420 Fire Capital Equipment</u></b>	
Department: 16 Fire	
Sub Department: 01 Operations	
Capital Outlay - Capital Outlay	\$250,000.00
Debt Service - Debt Service	\$475,247.00
Sub Department Total: Operations	\$725,247.00
Department Total: Fire	\$725,247.00
 <b>Fund Total: Fire Capital Equipment</b>	 <b>\$725,247.00</b>
 <b><u>Fund: 422 Capital Equipment</u></b>	
Department: 02 City Council	
Sub Department: 01 Operations	
Capital Outlay - Capital Outlay	\$427.00
Sub Department Total: Operations	\$427.00
Department Total: City Council	\$427.00
 Department: 03 Municipal Court	
Capital Outlay - Capital Outlay	\$253.00
Sub Department Total: Operations	\$253.00
Department Total: Municipal Court	\$253.00
 Department: 04 Clerk of Court	
Capital Outlay - Capital Outlay	\$476.00
Sub Department Total: Operations	\$476.00
Department Total: Clerk of Court	\$476.00
 Department: 06 Law Director	
Capital Outlay - Capital Outlay	\$43.00
Sub Department Total: Operations	\$43.00
Department Total: Law Director	\$43.00
 Department: 07 Finance Director	
Capital Outlay - Capital Outlay	\$671.00
Sub Department Total: Operations	\$671.00
Department Total: Finance Director	\$671.00
 Department: 09 Mayor	
Capital Outlay - Capital Outlay	\$1.00
Sub Department Total: Operations	\$1.00
Department Total: Mayor	\$1.00

# City of Mansfield 2026 Final Budget

Fund / Department / Classification	2026 Appropriations
Department: 10 Safety-Service Director	
Capital Outlay - Capital Outlay	\$44.00
Sub Department Total: Operations	\$44.00
Department Total: Safety-Service Director	\$44.00
Department: 11 Human Resources	
Capital Outlay - Capital Outlay	\$13.00
Sub Department Total: Operations	\$13.00
Department Total: Human Resources	\$13.00
Department: 12 Engineering	
Capital Outlay - Capital Outlay	\$3,537.00
Sub Department Total: Operations	\$3,537.00
Department Total: Engineering	\$3,537.00
Department: 13 Permitting and Development	
Capital Outlay - Capital Outlay	\$6,810.00
Sub Department Total: Operations	\$6,810.00
Department Total: Permitting and Development	\$6,810.00
Department: 15 Police	
Capital Outlay - Capital Outlay	\$1,455.00
Sub Department Total: Operations	\$1,455.00
Sub Department: 50 Laboratory	
Capital Outlay - Capital Outlay	\$6,159.00
Sub Department Total: Laboratory	\$6,159.00
Department Total: Police	\$7,614.00
Department: 16 Fire	
Sub Department: 01 Operations	
Capital Outlay - Capital Outlay	\$21,229.00
Sub Department Total: Operations	\$21,229.00
Department Total: Fire	\$21,229.00
Department: 17 Maintenance	
Capital Outlay - Capital Outlay	\$3,712.00
Sub Department Total: Operations	\$3,712.00
Department Total: Maintenance	\$3,712.00
Department: 18 Parks & Recreation	
Capital Outlay - Capital Outlay	\$10,704.00
Sub Department Total: Operations	\$10,704.00
Department Total: Parks & Recreation	\$10,704.00

# City of Mansfield 2026 Final Budget

Fund / Department / Classification	2026 Appropriations
Department: 36 Clearfork	
Capital Outlay - Capital Outlay	\$2,526.00
Sub Department Total: Operations	\$2,526.00
Department Total: Clearfork	\$2,526.00
Department: 38 Water	
Sub Department: 42 Repair	
Capital Outlay - Capital Outlay	\$37,790.00
Sub Department Total: Repair	\$37,790.00
Sub Department: 43 Treatment Plant	
Capital Outlay - Capital Outlay	\$11,568.00
Sub Department Total: Treatment Plant	\$11,568.00
Department Total: Water	\$49,358.00
Department: 43 Sewer	
Sub Department: 42 Repair	
Capital Outlay - Capital Outlay	\$59,124.00
Sub Department Total: Repair	\$59,124.00
Sub Department: 43 Treatment Plant	
Capital Outlay - Capital Outlay	\$6,156.00
Sub Department Total: Treatment Plant	\$6,156.00
Department Total: Sewer	\$65,280.00
Department: 48 Airport	
Sub Department: 01 Operations	
Capital Outlay - Capital Outlay	\$50,207.00
Sub Department Total: Operations	\$50,207.00
Department Total: Airport	\$50,207.00
Department: 50 Repair Garage	
Capital Outlay - Capital Outlay	\$228.00
Sub Department Total: Operations	\$228.00
Department Total: Repair Garage	\$228.00
Department: 52 Utility Collections	
Capital Outlay - Capital Outlay	\$1,245.00
Sub Department Total: Operations	\$1,245.00
Department Total: Utility Collections	\$1,245.00
Department: 53 Street	
Capital Outlay - Capital Outlay	\$17,659.00
Sub Department Total: Operations	\$17,659.00
Department Total: Street	\$17,659.00
Department: 54 Information Technology	
Capital Outlay - Capital Outlay	\$7,454.00
Sub Department Total: Operations	\$7,454.00

# City of Mansfield 2026 Final Budget

Fund / Department / Classification	2026 Appropriations
Department Total: Information Technology	\$7,454.00
Department: 99 Non-Departmental	
Sub Department: 99 Expenditures	
Capital Outlay - Capital Outlay	\$51.00
Sub Department Total: Expenditures	\$51.00
Department Total: Non-Departmental	\$51.00
<b>Fund Total: Capital Equipment</b>	<b>\$249,542.00</b>
<b><u>Fund: 423 Permanent Improvement</u></b>	
Department: 99 Non-Departmental	
Sub Department: 99 Expenditures	
Capital Outlay - Capital Outlay	\$29,224.00
Sub Department Total: Expenditures	\$29,224.00
Department Total: Non-Departmental	\$29,224.00
<b>Fund Total: Permanent Improvement</b>	<b>\$29,224.00</b>
<b><u>Fund: 425 Downtown Improvements Fund</u></b>	
Department: 28 Downtown Improvements	
Sub Department: 25 Programs	
Contract Srvs - Contractual Services	\$200,000.00
Capital Outlay - Capital Outlay	\$232,000.00
Sub Department Total: Programs	\$432,000.00
Department Total: Downtown Improvements	\$432,000.00
<b>Fund Total: Downtown Improvements Fund</b>	<b>\$432,000.00</b>
<b><u>Fund: 426 Water Treatment Plant Imp Fund</u></b>	
Department: 12 Engineering	
Sub Department: 25 Programs	
Contract Srvs - Contractual Services	\$50,000.00
Capital Outlay - Capital Outlay	\$149,943.00
Sub Department Total: Programs	\$199,943.00
Department Total: Engineering	\$199,943.00
<b>Fund Total: Water Treatment Plant Imp Fund</b>	<b>\$199,943.00</b>
<b><u>Fund: 427 Crime Lab Equipment Fund</u></b>	
Department: 15 Police	
Sub Department: 50 Laboratory	
Capital Outlay - Capital Outlay	\$154,898.00
Sub Department Total: Laboratory	\$154,898.00

# City of Mansfield 2026 Final Budget

Fund / Department / Classification	2026 Appropriations
Department Total: Police	\$154,898.00
<b>Fund Total: Crime Lab Equipment Fund</b>	<b>\$154,898.00</b>
<b><u>Fund: 502 Water Fund</u></b>	
Department: 36 Clearfork	
Sub Department: 27 Seasonal	
Personal Svcs - Personal Services	\$10,000.00
Empl Benefits - Employee Benefits	\$3,120.00
Sub Department Total: Seasonal	\$13,120.00
Sub Department: 40 Marina	
Contract Svcs - Contractual Services	\$55,000.00
Supplies Matrls - Supplies and Materials	\$21,820.00
Utilities - Utilities	\$54,000.00
Capital Outlay - Capital Outlay	\$94,000.00
Other Charges - Other Charges	\$35,400.00
Sub Department Total: Marina	\$260,220.00
Sub Department: 41 Reservoir	
Personal Svcs - Personal Services	\$522,075.00
Empl Benefits - Employee Benefits	\$307,714.00
Contract Svcs - Contractual Services	\$58,300.00
Supplies Matrls - Supplies and Materials	\$43,000.00
Capital Outlay - Capital Outlay	\$53,200.00
Sub Department Total: Reservoir	\$984,289.00
Department Total: Clearfork	\$1,257,629.00
Department: 38 Water	
Sub Department: 27 Seasonal	
Personal Svcs - Personal Services	\$18,000.00
Empl Benefits - Employee Benefits	\$3,120.00
Sub Department Total: Seasonal	\$21,120.00
Sub Department: 42 Repair	
Personal Svcs - Personal Services	\$1,799,010.00
Empl Benefits - Employee Benefits	\$1,216,973.00
Contract Svcs - Contractual Services	\$81,650.00
Supplies Matrls - Supplies and Materials	\$903,400.00
Utilities - Utilities	\$20,000.00
Capital Outlay - Capital Outlay	\$145,000.00
Sub Department Total: Repair	\$4,166,033.00
Sub Department: 43 Treatment Plant	
Personal Svcs - Personal Services	\$974,499.00
Empl Benefits - Employee Benefits	\$490,173.00
Contract Svcs - Contractual Services	\$548,550.00
Supplies Matrls - Supplies and Materials	\$1,146,500.00
Utilities - Utilities	\$744,000.00

# City of Mansfield 2026 Final Budget

Fund / Department / Classification	2026 Appropriations
Capital Outlay - Capital Outlay	\$41,500.00
Sub Department Total: Treatment Plant	\$3,945,222.00
Department Total: Water	\$8,132,375.00
Department: 99 Non-Departmental	
Sub Department: 99 Expenditures	
Empty Benefits - Employee Benefits	\$5,000.00
Contract Srvs - Contractual Services	\$602,000.00
Capital Outlay - Capital Outlay	\$2,800,000.00
Other Charges - Other Charges	\$116,030.00
Debt Service - Debt Service	\$10,000.00
Transfers Out - Transfers Out	\$5,346,813.00
Sub Department Total: Expenditures	\$8,879,843.00
Department Total: Non-Departmental	\$8,879,843.00
<b>Fund Total: Water Fund</b>	<b>\$18,269,847.00</b>
<b><u>Fund: 503 Sewer Fund</u></b>	
Department: 43 Sewer	
Sub Department: 42 Repair	
Personal Srvs - Personal Services	\$1,759,861.00
Empty Benefits - Employee Benefits	\$1,116,227.00
Contract Srvs - Contractual Services	\$207,060.00
Supplies Matrls - Supplies and Materials	\$447,000.00
Utilities - Utilities	\$20,000.00
Capital Outlay - Capital Outlay	\$160,000.00
Sub Department Total: Repair	\$3,710,148.00
Sub Department: 43 Treatment Plant	
Personal Srvs - Personal Services	\$1,261,741.00
Empty Benefits - Employee Benefits	\$806,997.00
Contract Srvs - Contractual Services	\$911,270.00
Supplies Matrls - Supplies and Materials	\$737,425.00
Utilities - Utilities	\$811,000.00
Capital Outlay - Capital Outlay	\$607,500.00
Sub Department Total: Treatment Plant	\$5,135,933.00
Department Total: Sewer	\$8,846,081.00
Department: 99 Non-Departmental	
Sub Department: 99 Expenditures	
Empty Benefits - Employee Benefits	\$5,000.00
Contract Srvs - Contractual Services	\$2,318,000.00
Capital Outlay - Capital Outlay	\$2,450,000.00
Other Charges - Other Charges	\$45,000.00
Transfers Out - Transfers Out	\$4,682,395.00
Sub Department Total: Expenditures	\$9,500,395.00

# City of Mansfield 2026 Final Budget

Fund / Department / Classification	2026 Appropriations
Department Total: Non-Departmental	\$9,500,395.00
<b>Fund Total: Sewer Fund</b>	<b>\$18,346,476.00</b>
 <b><u>Fund: 504 Airport Fund</u></b>	
Department: 48 Airport	
Sub Department: 01 Operations	
Personal Svcs - Personal Services	\$344,746.00
Emply Benefits - Employee Benefits	\$250,194.00
Contract Svcs - Contractual Services	\$106,900.00
Supplies MatrIs - Supplies and Materials	\$82,000.00
Utilities - Utilities	\$68,000.00
Capital Outlay - Capital Outlay	\$15,000.00
Other Charges - Other Charges	\$6,000.00
Debt Service - Debt Service	\$127,990.00
Transfers Out - Transfers Out	\$218,261.00
Sub Department Total: Operations	\$1,219,091.00
Department Total: Airport	\$1,219,091.00
 <b>Fund Total: Airport Fund</b>	 <b>\$1,219,091.00</b>
 <b><u>Fund: 601 Garage Operating</u></b>	
Department: 50 Repair Garage	
Sub Department: 01 Operations	
Personal Svcs - Personal Services	\$418,034.00
Emply Benefits - Employee Benefits	\$239,141.00
Contract Svcs - Contractual Services	\$94,100.00
Supplies MatrIs - Supplies and Materials	\$693,100.00
Utilities - Utilities	\$17,000.00
Capital Outlay - Capital Outlay	\$38,800.00
Transfers Out - Transfers Out	\$281,949.00
Sub Department Total: Operations	\$1,782,124.00
Department Total: Repair Garage	\$1,782,124.00
 <b>Fund Total: Garage Operating</b>	 <b>\$1,782,124.00</b>
 <b><u>Fund: 602 Information Technology</u></b>	
Department: 54 Information Technology	
Sub Department: 01 Operations	
Personal Svcs - Personal Services	\$327,141.00
Emply Benefits - Employee Benefits	\$231,650.00
Contract Svcs - Contractual Services	\$1,021,550.00
Supplies MatrIs - Supplies and Materials	\$17,950.00

# City of Mansfield 2026 Final Budget

Fund / Department / Classification	2026 Appropriations
Capital Outlay - Capital Outlay	\$45,000.00
Transfers Out - Transfers Out	\$139,616.00
Sub Department Total: Operations	\$1,782,907.00
Department Total: Information Technology	\$1,782,907.00
<b>Fund Total: Information Technology</b>	<b>\$1,782,907.00</b>
 <b><u>Fund: 603 Utility Collections</u></b>	
Department: 52 Utility Collections	
Sub Department: 01 Operations	
Personal Svcs - Personal Services	\$888,751.00
Empl Benefits - Employee Benefits	\$548,690.00
Contract Svcs - Contractual Services	\$642,062.00
Supplies Matrls - Supplies and Materials	\$111,250.00
Utilities - Utilities	\$12,000.00
Capital Outlay - Capital Outlay	\$10,000.00
Transfers Out - Transfers Out	\$368,645.00
Sub Department Total: Operations	\$2,581,398.00
Department Total: Utility Collections	\$2,581,398.00
<b>Fund Total: Utility Collections</b>	<b>\$2,581,398.00</b>
 <b><u>Fund: 606 Health Insurance</u></b>	
Department: 98 City Funded	
Sub Department: 01 Operations	
Contract Svcs - Contractual Services	\$398,577.00
Sub Department Total: Operations	\$398,577.00
Department Total: City Funded	\$398,577.00
Department: 99 Non-Departmental	
Contract Svcs - Contractual Services	\$14,976,480.00
Sub Department Total: Operations	\$14,976,480.00
Department Total: Non-Departmental	\$14,976,480.00
<b>Fund Total: Health Insurance</b>	<b>\$15,375,057.00</b>
 <b><u>Fund: 607 Property/Liability Insurance</u></b>	
Department: 99 Non-Departmental	
Sub Department: 01 Operations	
Contract Svcs - Contractual Services	\$990,133.00
Sub Department Total: Operations	\$990,133.00
Department Total: Non-Departmental	\$990,133.00
<b>Fund Total: Property/Liability Insurance</b>	<b>\$990,133.00</b>

# City of Mansfield 2026 Final Budget

Fund / Department / Classification	2026 Appropriations
<b><u>Fund: 608 Workers' Compensation</u></b>	
Department: 99 Non-Departmental	
Sub Department: 01 Operations	
Contract Svcs - Contractual Services	\$706,000.00
Sub Department Total: Operations	\$706,000.00
Department Total: Non-Departmental	\$706,000.00
<b>Fund Total: Workers' Compensation</b>	<b>\$706,000.00</b>
 <b><u>Fund: 702 Sub-Division Fees</u></b>	
Department: 99 Non-Departmental	
Sub Department: 01 Operations	
Other Charges - Other Charges	\$38,293.00
Sub Department Total: Operations	\$38,293.00
Department Total: Non-Departmental	\$38,293.00
<b>Fund Total: Sub-Division Fees</b>	<b>\$38,293.00</b>
 <b><u>Fund: 703 Unclaimed Money</u></b>	
Department: 99 Non-Departmental	
Sub Department: 01 Operations	
Other Charges - Other Charges	\$111,465.00
Sub Department Total: Operations	\$111,465.00
Department Total: Non-Departmental	\$111,465.00
<b>Fund Total: Unclaimed Money</b>	<b>\$111,465.00</b>
 <b><u>Fund: 707 Adopt-A-Park</u></b>	
Department: 18 Parks & Recreation	
Sub Department: 01 Operations	
Other Charges - Other Charges	\$4,383.00
Sub Department Total: Operations	\$4,383.00
Department Total: Parks & Recreation	\$4,383.00
<b>Fund Total: Adopt-A-Park</b>	<b>\$4,383.00</b>
 <b><u>Fund: 708 Safety Town</u></b>	
Department: 15 Police	
Sub Department: 01 Operations	
Personal Svcs - Personal Services	\$12,960.00
Empl Benefits - Employee Benefits	\$2,246.00
Supplies Matrls - Supplies and Materials	\$685.00
Sub Department Total: Operations	\$15,891.00

# City of Mansfield 2026 Final Budget

Fund / Department / Classification	2026 Appropriations
Department Total: Police	\$15,891.00
<b>Fund Total: Safety Town</b>	<b>\$15,891.00</b>
 <b><u>Fund: 710 Shade Tree Commission</u></b>	
Department: 99 Non-Departmental	
Sub Department: 01 Operations	
Supplies Matrils - Supplies and Materials	\$4,000.00
Sub Department Total: Operations	\$4,000.00
Department Total: Non-Departmental	\$4,000.00
<b>Fund Total: Shade Tree Commission</b>	<b>\$4,000.00</b>
 <b><u>Fund: 802 OSP Fines/Law Library</u></b>	
Department: 99 Non-Departmental	
Sub Department: 01 Operations	
Other Charges - Other Charges	\$70,000.00
Sub Department Total: Operations	\$70,000.00
Department Total: Non-Departmental	\$70,000.00
<b>Fund Total: OSP Fines/Law Library</b>	<b>\$70,000.00</b>
 <b><u>Fund: 803 Sewer/Street Opening</u></b>	
Department: 13 Permitting and Development	
Sub Department: 01 Operations	
Other Charges - Other Charges	\$68,997.00
Sub Department Total: Operations	\$68,997.00
Department Total: Permitting and Development	\$68,997.00
<b>Fund Total: Sewer/Street Opening</b>	<b>\$68,997.00</b>
 <b><u>Fund: 805 Building Security</u></b>	
Department: 13 Permitting and Development	
Sub Department: 01 Operations	
Other Charges - Other Charges	\$197,414.00
Sub Department Total: Operations	\$197,414.00
Department Total: Permitting and Development	\$197,414.00
<b>Fund Total: Building Security</b>	<b>\$197,414.00</b>
 <b><u>Fund: 808 Transient Occupancy Tax</u></b>	
Department: 99 Non-Departmental	
Sub Department: 01 Operations	
Other Charges - Other Charges	\$150,000.00

# City of Mansfield 2026 Final Budget

Fund / Department / Classification	2026 Appropriations
Transfers Out - Transfers Out	\$150,000.00
Sub Department Total: Operations	\$300,000.00
Department Total: Non-Departmental	\$300,000.00
<b>Fund Total: Transient Occupancy Tax</b>	<b>\$300,000.00</b>
 <b><u>Fund: 811 Board of Building Standards</u></b>	
Department: 13 Permitting and Development	
Sub Department: 01 Operations	
Other Charges - Other Charges	\$13,928.00
Sub Department Total: Operations	\$13,928.00
Department Total: Permitting and Development	\$13,928.00
<b>Fund Total: Board of Building Standards</b>	<b>\$13,928.00</b>
 <b><u>Fund: 813 Demolition Appeal Bond Fund</u></b>	
Department: 13 Permitting and Development	
Sub Department: 01 Operations	
Other Charges - Other Charges	\$104,680.00
Sub Department Total: Operations	\$104,680.00
Department Total: Permitting and Development	\$104,680.00
<b>Fund Total: Demolition Appeal Bond Fund</b>	<b>\$104,680.00</b>
 <b><u>Fund: 814 Flexible Spending Account (FSA)</u></b>	
Department: 99 Non-Departmental	
Sub Department: 01 Operations	
Other Charges - Other Charges	\$115,160.00
Sub Department Total: Operations	\$115,160.00
Department Total: Non-Departmental	\$115,160.00
<b>Fund Total: Flexible Spending Account (FSA)</b>	<b>\$115,160.00</b>







DEPARTMENT OF FINANCE  
STATEMENT OF FISCAL IMPACT

RE: Spark Good Local Grant

**Nature of Statement and Information Disclosed**

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

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

**Current Fiscal Impacts**

*Impact on Revenue*

Grant/Other Funding: \$2,000.00  
Funding Period: 2/1/26 - 12/31/26

*Impact on Expenditures*

**PROJECT COSTS:**

Supplies	\$2,000.00
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**Total Project Costs: \$ 2,000.00**

The total project cost is estimated at \$ 2,000.00. Note: \* No local cash 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**

N/A

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**General Assumptions**

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

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

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

BY: MISS ROBERTSON

Authorizing payment of the approved Claim #02-020226 of Andrew and Shelbi Pylant, 218 North Brookwood Way, Mansfield, Ohio 44906, and declaring an emergency.

**WHEREAS**, upon investigation by City employees and others, including discussions and negotiations with the claimants, 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 from the Sewer Fund, Non-Departmental Expense (503.99.99) Other Charges Classification, in favor of Andrew and Shelbi Pylant in the sum of Three Hundred and 00/100 Dollars (\$300.00) which shall constitute a total and complete satisfaction for any and all claims and damages which said Andrew and Shelbi Pylant and their heirs, administrators, executors, successors, and assigns ever had, now have or may hereafter have against the City of Mansfield, for sewer back-up damages at their residence, on or about December 27, 2025.

SECTION 2. That receipt of such draft of the City shall be conditioned upon the execution of a full release from liability from any claims and damage which the claimants, their heirs, administrators, executors, successors, and 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 to complete the 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	<u>03 March 2026</u>
1 <sup>st</sup> Reading	<u>03 March 2026</u>
2 <sup>nd</sup> Reading	<u>03 March 2026</u>
PASSED	<u>03 March 2026</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







BY: ROBERTSON

Authorizing payment of the approved Claim #24-073125 of Bret Woodard of 3025 Possum Run Road, Mansfield, Ohio 44903 and declaring an emergency.

**WHEREAS**, upon investigation by City employees and others, including discussions and negotiations with the claimants, 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 from the Water Fund, Non-Departmental Expense (502.99.99) Other Charges Classification, in favor of Bret Woodard in the sum of One Thousand Thirty-five and 00/100 Dollars (\$1,035.00) which shall constitute a total and complete satisfaction for any and all claims and damages which said Bret Woodard and his heirs, administrators, executors, successors, and assigns ever had, now have or may hereafter have against the City of Mansfield, for a leak in the City water line at his rental property located at 423 Henry Street, Mansfield, on or about June 11, 2025.

SECTION 2. That receipt of such draft of the City shall be conditioned upon the execution of a full release from liability from any claims and damage which the claimants, their heirs, administrators, executors, successors, and 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 to complete the 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	<u>03 March 2026</u>
1 <sup>st</sup> Reading	<u>03 March 2026</u>
2 <sup>nd</sup> Reading	<u>03 March 2026</u>
PASSED	<u>03 March 2026</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