

BY: MS. MOTON

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

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

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

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

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

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

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

**SECTION 2.** That by reason of the immediate necessity to restructure the Fire Department to better fit the emergency service needs of the City and the Mansfield community, this measure is determined to be an emergency Ordinance for the immediate preservation of the public peace, health, safety and welfare of the City of Mansfield and its inhabitants and providing it receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect, and be in force immediately upon its adoption, otherwise from and after the earliest time allowed by law, after its passage and approval by the Mayor.

Caucus 18 October 2022  
 1<sup>st</sup> Reading 1 November 2022  
 2<sup>nd</sup> Reading 15 November 2022  
 PASSED 15 November 2022

*Amy L. Yockey*  
 /s/ Amy L. Yockey  
 Clerk of Council

*David Falquette*  
 SIGNED /s/ David Falquette  
 President of Council

ATTEST /s/ Amy L. Yockey  
 Clerk of Council

*Timothy L. Theaker*  
 APPROVED /s/ Timothy L. Theaker  
 Mayor

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

BILL #22-224

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

BY: ALL MEMBERS OF COUNCIL

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

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

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

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

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

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

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

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

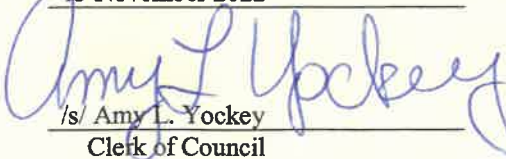
SECTION 2. That the Clerk of Council is hereby authorized and directed to forward a certified copy of this Resolution to the Mansfield area's duly elected U.S. Senator, Sherrod Brown.

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


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

SIGNED

  
\_\_\_\_\_  
/s/ David Falquette  
President of Council

ATTEST   
\_\_\_\_\_  
/s/ Amy L. Yockey  
Clerk of Council

APPROVED

  
\_\_\_\_\_  
/s/ Timothy L. Theaker  
Mayor

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

BY: ALL MEMBERS OF COUNCIL

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

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

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

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

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

**SECTION 2.** That this Resolution shall take effect immediately.

PASSED 15 November 2022

SIGNED /s/ David Falquette  
President of Council

ATTEST /s/ Amy L. Yockey  
Clerk of Council

APPROVED /s/ Timothy L. Theaker  
Mayor

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

BILL #22-219

ORDINANCE #

22-223

BY: ALL MEMBERS OF COUNCIL


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

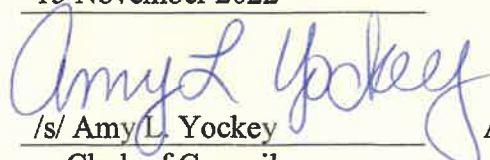
**BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MANSFIELD, STATE OF OHIO:**


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

SECTION 2. That by reason of the immediate necessity to remove this police K-9 dog from Police Department service due to her health as set forth in Section 1 above, this measure is determined to be an emergency Ordinance for the immediate preservation of the public peace, health, safety and welfare of the City of Mansfield and its inhabitants and providing it receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its adoption, otherwise from and after the earliest time allowed by law, after its passage and approval by the Mayor.

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

SIGNED   
/s/ David Falaquette  
President of Council

ATTEST   
/s/ Amy L. Yockey  
Clerk of Council

APPROVED   
/s/ Timothy L. Theaker  
Mayor

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

22-224

BILL #22-227

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

BY: MS. BURNS

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

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

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

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

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

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

*Amy L Yockey*  
\_\_\_\_\_  
/s/ Amy L. Yockey  
Clerk of Council

*David Falquette*  
\_\_\_\_\_  
SIGNED /s/ David Falquette  
President of Council

ATTEST

*Timothy L. Theaker*  
\_\_\_\_\_  
APPROVED /s/ Timothy L. Theaker  
Mayor

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

BILL #22-228

RESOLUTION # 22-225

BY: MR. DIAZ

Approving reappointments by the Mayor to the Shade Tree Commission.

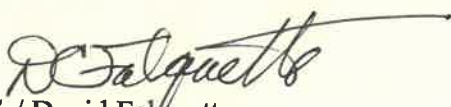
**BE IT RESOLVED BY THE COUNCIL OF THE  
CITY OF MANSFIELD, STATE OF OHIO:**

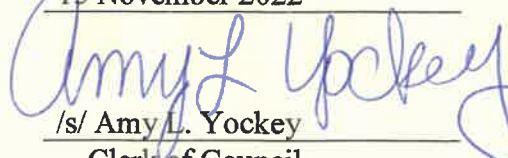
SECTION 1. That pursuant to Section 149.01 of the Mansfield Codified Ordinances, this Council does hereby approve the reappointments by the Mayor to the Shade Tree Commission for a four-year term as follows:

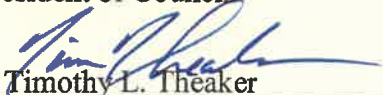
	<u>Term</u> <u>Expiring</u>
Mike Henry	01-01-23 through 12-31-26
Josh Maurer	01-01-23 through 12-31-26

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

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

SIGNED   
 /s/ David Falgoutte  
 President of Council

ATTEST   
 /s/ Amy L. Yockey  
 Clerk of Council

APPROVE   
 /s/ Timothy L. Theaker  
 Mayor

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

BY: MS. MEIER

Declaring the remains of a structure (58 East Raleigh Avenue) to be insecure, unsafe, structurally defective and dangerous to life and other property; directing the demolition thereof by City forces or contract labor, materials and equipment, and declaring an emergency.

**WHEREAS**, under authority of Section 3, Article XVIII of the Ohio Constitution and §§715.26, 715.261, 3737.14 and 3737.28 of the Ohio Revised Code, the City has enacted Chapter 1335 of the Mansfield Codified Ordinances, 1997, relating to the removal and repair of buildings and structures for the purpose of safeguarding life and property and for the promotion of the peace, health, safety and welfare of the City of Mansfield and its inhabitants, and

**WHEREAS**, the Bureau of Buildings, Inspections, Licenses and Permits has, pursuant to Chapter 1335 of the Mansfield Codified Ordinances, 1997, made its inspection and issued its notice and order as pertains to the remains of the building and structure hereinafter described, and

**WHEREAS**, the owner or occupant has failed to comply with the order issued by the Bureau, and

**WHEREAS**, Council is fully advised in this matter by reason of the reports and proceedings of the Bureau.

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

**SECTION 1.** That it is hereby determined and declared that a single stall garage located on the premises described in Section 2 hereinafter is insecure, unsafe, structurally defective and dangerous to life and other property by reason of its hazardous and unsound condition, unsound and unsafe walls, floors, foundation and ceilings, and by reason of want of repair, age and dilapidation; and it is hereby further determined and declared that by reason thereof said building or structure is beyond repair and is a nuisance.

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

Parcel Numbers: 027-06-082-15-000  
Owner: Estate of Michael J. Reedy  
Address: 58 East Raleigh Avenue

**SECTION 3.** That the Bureau of Buildings, Inspections, Licenses and Permits is hereby authorized and directed to enter into a contract according to law with a competent and licensed contractor for the provision of labor, materials and equipment for the demolition and removal of the building(s) or structure(s) hereinbefore described, including any fences, concrete stairs, retaining walls and all appurtenances thereto, together with the removal of all debris and leveling to grade, or to proceed by force account, in execution of its order under §§ 1335.09 of the





BY: MS. MEIER

Declaring the remains of a designated dwelling (70 Bushnell Street) to be insecure, unsafe, structurally defective and dangerous to life and other property; directing the demolition thereof by City forces or contract labor, materials and equipment, and declaring an emergency.

**WHEREAS**, under authority of Section 3, Article XVIII of the Ohio Constitution and §§715.26, 715.261, 3737.14 and 3737.28 of the Ohio Revised Code, the City has enacted Chapter 1335 of the Mansfield Codified Ordinances, 1997, relating to the removal and repair of buildings and structures for the purpose of safeguarding life and property and for the promotion of the peace, health, safety and welfare of the City of Mansfield and its inhabitants, and

**WHEREAS**, the Bureau of Buildings, Inspections, Licenses and Permits has, pursuant to Chapter 1335 of the Mansfield Codified Ordinances, 1997, made its inspection and issued its notice and order as pertains to the remains of the building and structure hereinafter described, and

**WHEREAS**, the owner or occupant has failed to comply with the order issued by the Bureau, and

**WHEREAS**, Council is fully advised in this matter by reason of the reports and proceedings of the Bureau.

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

**SECTION 1.** That it is hereby determined and declared that a single-story, vinyl-sided, residential structure located on the premises described in Section 2 hereinafter is insecure, unsafe, structurally defective and dangerous to life and other property by reason of its hazardous and unsound condition, unsound and unsafe walls, floors, foundation and ceilings, and by reason of want of repair, age and dilapidation; and it is hereby further determined and declared that by reason thereof said building or structure is beyond repair and is a nuisance.

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

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

**SECTION 3.** That the Bureau of Buildings, Inspections, Licenses and Permits is hereby authorized and directed to enter into a contract according to law with a competent and licensed contractor for the provision of labor, materials and equipment for the demolition and removal of the building(s) or structure(s) hereinbefore described, including any fences, concrete stairs, retaining walls and all appurtenances thereto, together with the removal of all debris and leveling to grade, or to proceed by force account, in execution of its order under §§ 1335.09 of the



BY: MS. MEIER

Declaring the remains of a designated dwelling (115 North Adams Street) to be insecure, unsafe, structurally defective and dangerous to life and other property; directing the demolition thereof by City forces or contract labor, materials and equipment, and declaring an emergency.

**WHEREAS**, under authority of Section 3, Article XVIII of the Ohio Constitution and §§715.26, 715.261, 3737.14 and 3737.28 of the Ohio Revised Code, the City has enacted Chapter 1335 of the Mansfield Codified Ordinances, 1997, relating to the removal and repair of buildings and structures for the purpose of safeguarding life and property and for the promotion of the peace, health, safety and welfare of the City of Mansfield and its inhabitants, and

**WHEREAS**, the Bureau of Buildings, Inspections, Licenses and Permits has, pursuant to Chapter 1335 of the Mansfield Codified Ordinances, 1997, made its inspection and issued its notice and order as pertains to the remains of the building and structure hereinafter described, and

**WHEREAS**, the owner or occupant has failed to comply with the order issued by the Bureau, and

**WHEREAS**, Council is fully advised in this matter by reason of the reports and proceedings of the Bureau.

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

**SECTION 1.** That it is hereby determined and declared that a two-story, transite-sided, residential structure located on the premises described in Section 2 hereinafter is insecure, unsafe, structurally defective and dangerous to life and other property by reason of its hazardous and unsound condition, unsound and unsafe walls, floors, foundation and ceilings, and by reason of want of repair, age and dilapidation; and it is hereby further determined and declared that by reason thereof said building or structure is beyond repair and is a nuisance.

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

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

**SECTION 3.** That the Bureau of Buildings, Inspections, Licenses and Permits is hereby authorized and directed to enter into a contract according to law with a competent and licensed contractor for the provision of labor, materials and equipment for the demolition and removal of the building(s) or structure(s) hereinbefore described, including any fences, concrete stairs, retaining walls and all appurtenances thereto, together with the removal of all debris and leveling to grade, or to proceed by force account, in execution of its order under §§ 1335.09 of the

Mansfield Codified Ordinances, 1997, and to otherwise comply with the provisions of said Chapter 1335.

**SECTION 4.** That the costs authorized in Section 3 above may be paid from Demolition Fund (#238), Community Development Operations (238.65.01), Contractual Services classification or a Richland County Land Reutilization Corporation funding source.

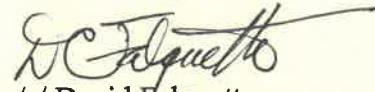
**SECTION 5.** That the Bureau shall notify the owner or occupant to remove all chattels and personal property from the building(s) and/or lot not less than five (5) days prior to the commencement of demolition and the failure of the owner or occupant to so remove such personal property and chattels shall be deemed an intentional abandonment thereof by such owner or occupant and such property may be subject to salvage rights of the demolition contractor.

**SECTION 6.** That the debris and all materials resulting from the demolition of the structure(s) or building(s) shall become the property of the contractor.

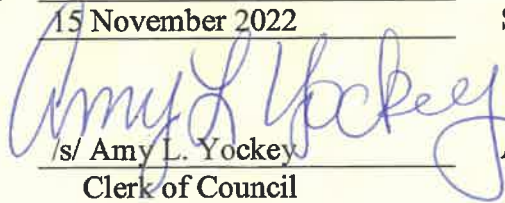
**SECTION 7.** That by reason of the immediate necessity of removing a nuisance which is insecure, unsafe, structurally defective and dangerous to life and other property, this measure is determined to be an emergency Ordinance for the immediate preservation of the public peace, health, safety and welfare of the City of Mansfield and its inhabitants and providing it receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its adoption, otherwise from and after the earliest time allowed by law, after its passage and approval by the Mayor.

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


SIGNED

  
/s/ David Falquette  
President of Council

ATTEST

  
/s/ Amy L. Yockey  
Clerk of Council

APPROVED

  
/s/ Timothy L. Theaker  
Mayor

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

BILL# 22-232

ORDINANCE #

22-229

BY: MS. MEIER

Declaring the remains of a designated dwelling (1129 Wyandotte Avenue) to be insecure, unsafe, structurally defective and dangerous to life and other property; directing the demolition thereof by City forces or contract labor, materials and equipment, and declaring an emergency.

**WHEREAS**, under authority of Section 3, Article XVIII of the Ohio Constitution and §§715.26, 715.261, 3737.14 and 3737.28 of the Ohio Revised Code, the City has enacted Chapter 1335 of the Mansfield Codified Ordinances, 1997, relating to the removal and repair of buildings and structures for the purpose of safeguarding life and property and for the promotion of the peace, health, safety and welfare of the City of Mansfield and its inhabitants, and

**WHEREAS**, the Bureau of Buildings, Inspections, Licenses and Permits has, pursuant to Chapter 1335 of the Mansfield Codified Ordinances, 1997, made its inspection and issued its notice and order as pertains to the remains of the building and structure hereinafter described, and

**WHEREAS**, the owner or occupant has failed to comply with the order issued by the Bureau, and

**WHEREAS**, Council is fully advised in this matter by reason of the reports and proceedings of the Bureau.

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

**SECTION 1.** That it is hereby determined and declared that a single-story, wood-sided, residential structure and outbuildings located on the premises described in Section 2 hereinafter are insecure, unsafe, structurally defective and dangerous to life and other property by reason of their hazardous and unsound condition, unsound and unsafe walls, floors, foundation and ceilings, and by reason of want of repair, age and dilapidation; and it is hereby further determined and declared that by reason thereof said buildings or structures are beyond repair and are a nuisance.

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

Parcel Numbers: 027-04-166-08-000

Owner: John Mergel Jr. and Carol J. Mergel

Address: 1129 Wyandotte Avenue

**SECTION 3.** That the Bureau of Buildings, Inspections, Licenses and Permits is hereby authorized and directed to enter into a contract according to law with a competent and licensed contractor for the provision of labor, materials and equipment for the demolition and removal of

the building(s) or structure(s) hereinbefore described, including any fences, concrete stairs, retaining walls and all appurtenances thereto, together with the removal of all debris and leveling to grade, or to proceed by force account, in execution of its order under §§ 1335.09 of the Mansfield Codified Ordinances, 1997, and to otherwise comply with the provisions of said Chapter 1335.

SECTION 4. That the costs authorized in Section 3 above may be paid from Demolition Fund (#238), Community Development Operations (238.65.01), Contractual Services classification or a Richland County Land Reutilization Corporation funding source.

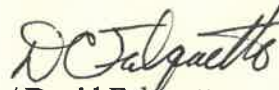
SECTION 5. That the Bureau shall notify the owner or occupant to remove all chattels and personal property from the building(s) and/or lot not less than five (5) days prior to the commencement of demolition and the failure of the owner or occupant to so remove such personal property and chattels shall be deemed an intentional abandonment thereof by such owner or occupant and such property may be subject to salvage rights of the demolition contractor.

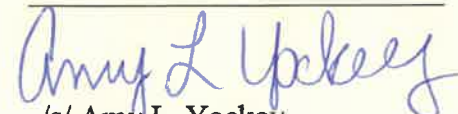
SECTION 6. That the debris and all materials resulting from the demolition of the structure(s) or building(s) shall become the property of the contractor.

SECTION 7. That by reason of the immediate necessity of removing a nuisance which is insecure, unsafe, structurally defective and dangerous to life and other property, this measure is determined to be an emergency Ordinance for the immediate preservation of the public peace, health, safety and welfare of the City of Mansfield and its inhabitants and providing it receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its adoption, otherwise from and after the earliest time allowed by law, after its passage and approval by the Mayor.


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

SIGNED

  
/s/ David Falquette  
President of Council

ATTEST   
/s/ Amy L. Yockey  
Clerk of Council

APPROVED

  
/s/ Timothy L. Theaker  
Mayor

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

BILL #22-233

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

BY: MS. MOTON

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

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


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

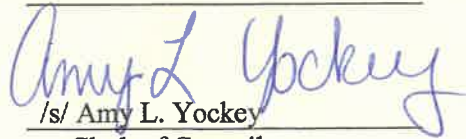
**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MANSFIELD, STATE OF OHIO:**


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

SECTION 2. That by reason of the immediate necessity to authorize execution of the sale to permit planning and development of the property for the above facilities which will promote the welfare of the people of the City of Mansfield through employment and stabilization of the economy, this measure is determined to be an emergency Ordinance for the immediate preservation of the public peace, health, safety and welfare of the City of Mansfield and its inhabitants and providing it receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its adoption, otherwise from and after the earliest time allowed by law, after its passage and approval by the Mayor.

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

SIGNED   
/s/ David Falquette  
President of Council

ATTEST   
/s/ Amy L. Yockey  
Clerk of Council

APPROVED   
/s/ Timothy L. Theaker  
Mayor

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

**AGREEMENT OF SALE**

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

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

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

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

**Closing**

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

**Buyer's Conditions of Closing**

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

**Good Title**

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

**Environmental Condition**

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



### **Delivery of Possession**

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

### **Failure of Condition**

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

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

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

#### **City Council Approval**

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

#### **Failure of Conditions**

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

#### **Prorations**

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

### **Brokers' Commissions**

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

### **Expenses of Closing**

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

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

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

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

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

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

### **Warranties of Seller**

3.01 Seller hereby represents and warrants to Buyer as follows:

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

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

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

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

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

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

### **Warranties of Buyer**

3.02 Buyer hereby represents and warrants to Seller as follows:

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

### **ARTICLE 4**

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

#### **Destruction of Improvements**

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

**ARTICLE 5**  
**BREACH**

**By Seller**

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

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

**By Buyer**

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

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

**ARTICLE 6**  
**MISCELLANEOUS**

**Assignment of Agreement**

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

**Survival of Covenants**

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

**Notice**

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

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

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

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

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

#### **Legal Construction**

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

#### **Entire Agreement**

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

#### **Time of Essence**

6.07 Time is of the essence of this Agreement.

#### **Gender**

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

#### **Descriptive Heading**

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

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

Signed and acknowledged  
in the presence of:

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

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

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

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

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

**APPROVED AS TO FORM:**

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



Printed Date: 10/26/2022

### Mansfield Utility GIS

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



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



BILL #22-234

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

BY: MS. MOTON

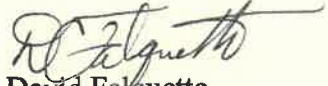
Authorizing the Mayor and the Public Works Director to enter into a Community Reinvestment Area Agreement with 1027 Trimble LLC, for certain tax incentives under Ohio Revised Code Chapter § 3735.66 for the construction of a new Office Building at 1027 South Trimble Road, Mansfield, Ohio 44906, and declaring an emergency.

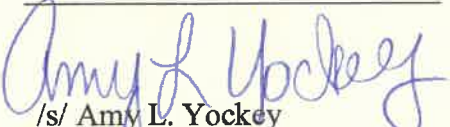
**BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MANSFIELD, STATE OF OHIO:**

SECTION 1. That the Mayor and the Public Works Director be, and they are hereby, authorized to enter into a Community Reinvestment Area Agreement with 1027 Trimble LLC, relating to a Community Reinvestment Area project for construction of a 12,300 sq. ft new facility at 1027 South Trimble Road, Mansfield, Ohio, in the City and in the Community Reinvestment Area, which will encompass substantial new investment and related employment, and to provide in said Agreement for certain tax incentives, as authorized under Ohio Revised Code Chapter §3735.66, i.e., exemption from tax for a period of fifteen (15) years on the real estate improvements for one hundred percent (100%) of such property newly invested in the project, all as substantially designated and fully set forth in the proposed Community Reinvestment Area Agreement, a copy of which is attached hereto as Exhibit "A" and made a part hereof by reference.

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

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

SIGNED   
/s/ David Falquette  
President of Council

ATTEST   
/s/ Amy L. Yockey  
Clerk of Council

APPROVED   
/s/ Timothy L. Theaker  
Mayor

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



**COMMUNITY REINVESTMENT AREA AGREEMENT**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#2 attachment

6. 1027 Trimble, LLC shall pay such real and tangible personal property taxes as are not exempted under this agreement and as otherwise are required by law to be paid and are charged against such property and shall file all tax reports and returns as required by law. If they fail to pay such taxes or file such returns and reports, all incentives and exemptions granted under this agreement are rescinded beginning with the year for which such taxes are charged or such reports or returns are required to be filed and thereafter.

7. Mansfield shall perform such acts as are reasonably necessary or appropriate to effect, claim, reserve, and maintain exemptions from taxation granted under this agreement including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with such exemptions.

8. If for any reason Mansfield revokes the designation of the area, entitlements granted under this agreement shall continue for the number of years specified under this agreement, unless 1027 Trimble, LLC materially fails to fulfill its obligations under this agreement and Mansfield terminates or modifies the exemptions from taxation granted under this agreement.

9. If 1027 Trimble, LLC materially fails to fulfill its obligations under this agreement, or Mansfield determines that the certification as to delinquent taxes as required by this agreement is fraudulent, Mansfield may terminate or modify the exemptions from taxation granted under this agreement. Mansfield may require repayment of the amount of taxes that would have been payable had the property tax not been exempted from taxation under this agreement.

10. 1027 Trimble, LLC, hereby certifies that at the time this agreement is executed, 1027 Trimble, LLC does not owe any delinquent real or tangible personal property taxes to any taxing authority of the State of Ohio, and do not owe delinquent taxes for which it is liable under Chapter 5733, 5735, 5739, 5741, 5743, 5747, or 5753 of the ORC, or, if such delinquent taxes are owed, 1027 Trimble, LLC, is currently paying the delinquent taxes pursuant to an undertaking enforceable by the State of Ohio or an agent or instrumentality thereof, has filed a petition in bankruptcy under 11 U.S.C.A. 101, et seq., or such a petition has been filed against 1027 Trimble, LLC. For the purposes of the certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the ORC governing payment of those taxes.

11. 1027 Trimble, LLC and Mansfield acknowledge that this agreement must be approved by formal action of the legislative authority of the City of Mansfield, Ohio as a condition for the agreement to take effect. This agreement takes effect upon such approval.

12. Mansfield has developed a policy to ensure recipients of Community Reinvestment Area tax benefits practice non-discriminating hiring in its operations. By executing this agreement, 1027 Trimble, LLC, are committing to following non-discriminating hiring practices acknowledging that no individual may be denied employment solely on the basis of race, religion, sex, disability, color, national origin, or ancestry.

13. Exemptions from taxation granted under this agreement shall be revoked if it is determined that 1027 Trimble, LLC, any successor enterprise, or any related member (as those terms are defined in § 5709.61 of the ORC) has violated the prohibition against entering into this agreement under Division (E) of § 3735.671 or § 5709.62, 5709.63, or 5709.632 of the ORC prior to the time prescribed by that division or either of those sections.

14. This agreement is not transferable or assignable without the express written approval of Mansfield.

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

WITNESS

CITY OF MANSFIELD, OHIO

\_\_\_\_\_

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

\_\_\_\_\_

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

1027 Trimble, LLC

\_\_\_\_\_

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

APPROVED AS TO FORM:

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

EXHIBIT "B"

DESCRIPTION OF INVESTMENTS

A. Existing or new building cost and size:

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

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

N/A

C. Inventory:

N/A

Estimated Schedule of Jobs

EXHIBIT "C"

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

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

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

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

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

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

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

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

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

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

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



BILL #22-235

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

BY: MS. MOTON

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

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

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

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

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

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

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

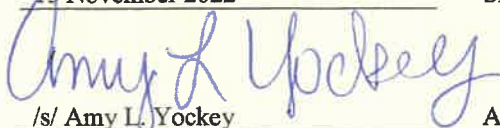
SECTION 1. That the Mayor and Public Works Director be, and they are hereby, authorized to enter into a Community Reinvestment Area Compensation Agreement with 1027 Trimble, LLC, and the Mansfield City School District and the N/A Joint Vocational School District and the Board of Education of Mansfield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

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


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

SIGNED

  
/s/ David Falquette  
President of Council

ATTEST   
/s/ Amy L. Yockey  
Clerk of Council

APPROVED

  
/s/ Timothy L. Theaker  
Mayor

APPROVED AS TO FORM:

John R. Spon  
Law Director  
City of Mansfield, Ohio

## COMMUNITY REINVESTMENT AREA COMPENSATION AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Witness:

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

CITY OF MANSFIELD

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

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

MANSFIELD CITY SCHOOLS

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

1027 Trimble, LLC

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

Approved as to form:

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

BILL# 22-236

ORDINANCE # 22 - 233

BY: MR. SCOTT

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

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

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

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

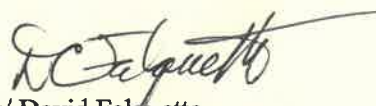
**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MANSFIELD, STATE OF OHIO:**

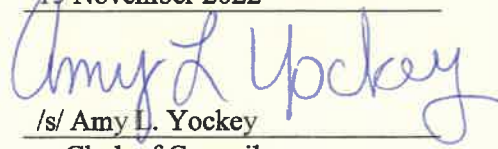
**SECTION 1.** That the Safety-Service Director be, and is hereby, authorized to enter into a software maintenance agreement, for the 2023 calendar year, with Superior LLC/ Central Square now on file with the Safety-Service Director.


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

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

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

SIGNED   
/s/ David Falquette  
President of Council

ATTEST   
/s/ Amy L. Yockey  
Clerk of Council

APPROVED   
/s/ Timothy L. Theaker  
Mayor

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



BILL #22-238

ORDINANCE # 22-235

BY: MR. DAVENPORT


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

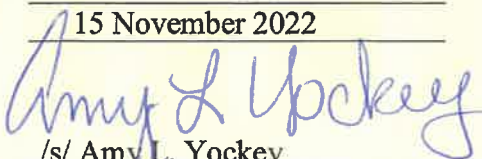
**BE IT ORDAINED BY THE COUNCIL OF THE  
CITY OF MANSFIELD, STATE OF OHIO:**


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

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

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

SIGNED   
/s/ David Falquette  
President of Council

ATTEST   
/s/ Amy L. Yockey  
Clerk of Council

APPROVED   
/s/ Timothy L. Theaker  
Mayor

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



BILL #22-239

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

BY: MR. DAVENPORT

Authorizing the Public Works Director to accept a Grant from the Richland County Foundation in the aggregate amount of two thousand four hundred and 00/100 dollars (\$2,400.00) for the purpose of hiring an intern in the Community Development Department, and declaring an emergency.

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

SECTION 1. That the Public Works Director be, and he is hereby, authorized to accept a Grant in the aggregate amount of two thousand four hundred and 00/100 dollars (\$2,400.00) from the Richland County Foundation to be used for the purpose of hiring an intern in the Community Development Department.

SECTION 2. That the sum of two thousand four hundred and 00/100 dollars (\$2,400.00) be, and the same is hereby, appropriated from the unappropriated Grant Fund (#224) to the Community Development Department Grants (224.65.30) Personal Services (\$2,079.00) and Employee Benefits (\$321.00) Classifications.

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

Caucus 15 November 2022

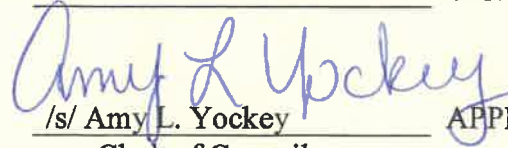
1<sup>st</sup> Reading 15 November 2022

2<sup>nd</sup> Reading \_\_\_\_\_


PASSED 15 November 2022

SIGNED

  
\_\_\_\_\_  
/s/ David Falquette  
President of Council

ATTEST   
\_\_\_\_\_  
/s/ Amy L. Yockey  
Clerk of Council

APPROVED

  
\_\_\_\_\_  
/s/ Timothy L. Theaker  
Mayor

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



DEPARTMENT OF FINANCE  
STATEMENT OF FISCAL IMPACT

Attachment to  
Bill# 22-239

RE: Community Development Winter Intern Grant

**Nature of Statement and Information Disclosed**

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

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

**Current Fiscal Impacts**

***Impact on Revenue***

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

***Impact on Expenditures***

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

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

Match Required: \$0.00

**Future Fiscal Impact**

***Impact on Revenue***

N/A

***Impact on Expenditures***

N/A



**DEPARTMENT OF FINANCE  
STATEMENT OF FISCAL IMPACT**

***Other Future Commitments***

N/A

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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.

BILL #22-240

22 - 237

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

BY: MR. DAVENPORT

Authorizing the Mayor and Safety-Service Director to accept funding from the Ohio Office of Criminal Justice Services under the Paul Coverdell Forensic Science Improvement Grant (FY2022) in the amount of thirty-six thousand, one hundred eighty-six and 44/100 dollars (\$36,186.44), and declaring an emergency.

**WHEREAS**, Subgrant Number 2022-PC-NFS-7809, awarded to the City under the Paul Coverdell Forensic Science Improvement Grant Program, will provide funds to defray the costs of forensic science overtime, contracts, training and equipment, with at least thirty-two thousand, seventy-two and 97/100 dollars (\$32,072.97) designated for the opioid and synthetic drug crisis, and


**WHEREAS**, it is in the best interest of the City of Mansfield, Ohio, to avail itself of the opportunities provided by this program and to participate with complete commitment.

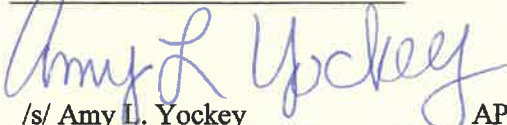
**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MANSFIELD, STATE OF OHIO:**


**SECTION 1.** That the Mayor and Safety-Service Director be, and they are hereby, authorized to accept funding in the amount of thirty-six thousand, one hundred eighty-six and 44/100 dollars (\$36,186.44) from the Ohio Office of Criminal Justice Services under the Paul Coverdell Forensic Science Improvement Grant (FY2022), and to execute all documents pertaining thereto.

**SECTION 2.** That by reason of the immediate necessity for accepting said Grant and authorizing their approved use from January 1, 2023 to December 31, 2023, this measure is determined to be an emergency Ordinance for the immediate preservation of the public peace, health, safety and welfare of the City of Mansfield and its inhabitants and providing it receives the affirmative vote of two-thirds of all member elected to Council, it shall take effect and be in force immediately upon its adoption, otherwise from and after the earliest time allowed by law, after its passage and approval by the Mayor.

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

SIGNED   
/s/ David Falquette  
President of Council

ATTEST   
/s/ Amy L. Yockey  
Clerk of Council

APPROVED   
/s/ Timothy L. Theaker  
Mayor

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



DEPARTMENT OF FINANCE  
STATEMENT OF FISCAL IMPACT

Attachment to  
Bill# 22-240

RE: Paul Coverdell Forensic Science Improvement Grant

**Nature of Statement and Information Disclosed**

This is a statement of fiscal impact for the City of Mansfield to accept funding from the:  
Office of Criminal Justice Services (OCJS)

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

**Current Fiscal Impacts**

***Impact on Revenue***

Grant/Other Funding: \$36,186.44  
Funding Period: 1/1/23-12/31/23

***Impact on Expenditures***

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

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

Match Required: \$0.00

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

**Future Fiscal Impact**

***Impact on Revenue***

N/A

***Impact on Expenditures***

N/A



**DEPARTMENT OF FINANCE  
STATEMENT OF FISCAL IMPACT**

***Other Future Commitments***

N/A

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**Disclosures of Possible Material Future Events**

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

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**General Assumptions**

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

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

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

BILL #22-241

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

BY: MR. DAVENPORT

Authorizing the Public Works Director to adopt the written justification and enter into a subgrant with the Board of Commissioners of Richland County and the City of Mansfield for the use of County American Rescue Plan Act (ARPA) funds toward the West End Target Area design.

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


SECTION 1. That the Public Works Director be, and is hereby, authorized to enter into a subgrant agreement between the Board of Commissioners of Richland County and the City of Mansfield, as on file with the Public Works Director, for the purpose of the West End Target Area design.

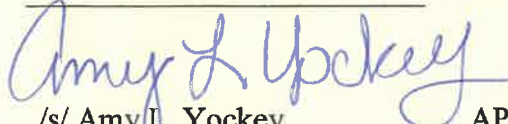
SECTION 2. That the sum of two hundred thousand and 00/100 dollars (\$200,000.00) be, and the same is hereby, appropriated from the unappropriated Grant Fund (#224) to the Community Development Grants (224.65.30) Contractual Services Classification.

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


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

SIGNED

  
\_\_\_\_\_  
/s/ David Falquette  
President of Council

ATTEST   
\_\_\_\_\_  
/s/ Amy L. Yockey  
Clerk of Council

APPROVED

  
\_\_\_\_\_  
/s/ Timothy L. Theaker  
Mayor

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



DEPARTMENT OF FINANCE  
STATEMENT OF FISCAL IMPACT

Attachment "1"  
to Bill# 22-241

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

**Nature of Statement and Information Disclosed**

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

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

**Current Fiscal Impacts**

***Impact on Revenue***

Grant/Other Funding: \$200,000  
Funding Period: 11/1/22-12/31/23

***Impact on Expenditures***

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

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

Match Required: \$ (See Note)

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

**Future Fiscal Impact**

***Impact on Revenue***

N/A

***Impact on Expenditures***

N/A



BY: MR. DIAZ

COOPERATION AGREEMENT

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

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

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

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

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

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

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

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

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

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

Signed and Acknowledged in the Presence of:

CITY OF MANSFIELD


\_\_\_\_\_

\_\_\_\_\_  
(Date)

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

\_\_\_\_\_

\_\_\_\_\_  
(Date)

  
\_\_\_\_\_  
David L. Remy, Public Works Director

APPROVED AS TO FORM

\_\_\_\_\_  
John Spon, Mansfield Law Director

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
Gary Bishop, Richland Co. Prosecutor

\_\_\_\_\_  
(Date)

RICHLAND COUNTY

\_\_\_\_\_

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
County Commissioner

\_\_\_\_\_

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
County Commissioner

\_\_\_\_\_

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
County Commissioner

\_\_\_\_\_

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
Richland County Engineer

22-240

BILL #22-243

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

BY: MS. BURNS

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

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

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

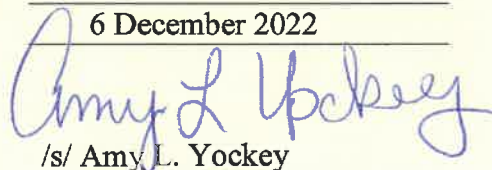
SECTION 2. That by the reason of the immediate need to confirm an electric agreement for street lights due to the increasing prices, this measure is determined to be an emergency Ordinance for the immediate preservation of the public peace, health, safety and welfare of the City of Mansfield and its inhabitants and providing it receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its adoption, otherwise from and after the earliest time allowed by law, after its passage and approval by the Mayor.

Caucus 15 November 2022

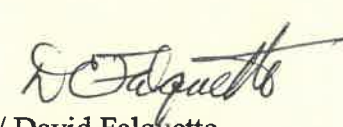
1<sup>st</sup> Reading 6 December 2022

2<sup>nd</sup> Reading \_\_\_\_\_

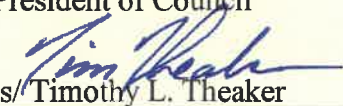
PASSED 6 December 2022



ATTEST /s/ Amy L. Yockey  
Clerk of Council



SIGNED /s/ David Falquette  
President of Council



APPROVED /s/ Timothy L. Theaker  
Mayor

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

22-241

BILL #22-244

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

BY: MS. BURNS

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

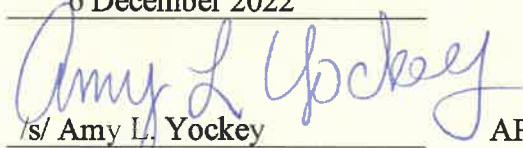
**WHEREAS**, pursuant to Ohio Revised Code (ORC) section 4928.20 a City Council may aggregate customers within their jurisdiction in order to secure lower cost electric services with the City through the collection purchasing of electric services.

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

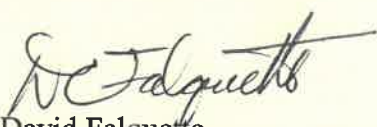
SECTION 1. That the Public Works Director be, and is hereby, authorized to enter into an agreement for electric services for the furnishing of electricity.


SECTION 2. That by reason of the necessity to select an electricity supplier during the favorable pricing season, this measure is determined to be an emergency Ordinance for the immediate preservation of the public peace, health, safety and welfare of the City of Mansfield and its inhabitants and providing it receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its adoption, otherwise from and after the earliest time allowed by law, after its passage and approval by the Mayor.

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

  
/s/ Amy L. Yockey

ATTEST  
Clerk of Council

  
SIGNED /s/ David Falquette  
President of Council

  
APPROVED /s/ Timothy L. Theaker  
Mayor

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



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

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

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

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

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

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

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

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

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

**CITY OF MANSFIELD**

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

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

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

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

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

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

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

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