

24-046

BILL #24-045

ORDINANCE # _____

BY: MR. FALQUETTE

Authorizing the Public Works Director to enter into a Remedial Excavation Agreement with the Richland County Land Reutilization Corporation. Approving the expenditure of up to Six Hundred Thousand Dollars (\$600,000.00) from the PRIDE Demolition Fund (#238) for the demolition of the former YMCA site, and declaring an emergency.

WHEREAS, due to changes in the scope of the former YMCA Demolition Project, the costs associated with said project have exceeded original estimates, and

WHEREAS, the City is desirous of utilizing available demolition funds, in an amount not to exceed Six Hundred Thousand Dollars (\$600,000.00) from the PRIDE Demolition Fund (#238) to assist in off-setting the increased cost of the former YMCA Demolition Project.

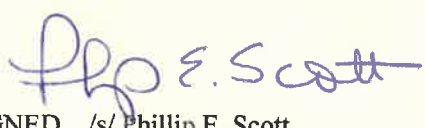
NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MANSFIELD, STATE OF OHIO:

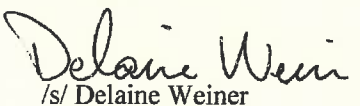
SECTION 1. This City Council does hereby approve the expenditure in an amount not to exceed Six Hundred Thousand Dollars (\$600,000.00) from the PRIDE Demolition Fund (#238) as additional funding for the former YMCA Demolition Project.

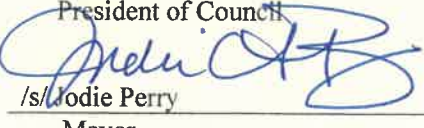
SECTION 2. The expenditure, as set forth in Section 1 hereof, shall be paid from the PRIDE Demolition Fund (#238) Community Development Operations (238.65.01) Contractual Services Classification.

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

Caucus 20 March 2024
1st Reading 20 March 2024
2nd Reading 20 March 2024
PASSED 20 March 2024


SIGNED /s/ Phillip E. Scott
President of Council

ATTEST 
/s/ Delaine Weiner
Clerk of Council

APPROVED 
/s/ Jodie Perry
Mayor

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

REMEDIAL EXCAVATION AGREEMENT FOR 455 PARK AVENUE WEST

This REMEDIAL EXCAVATION AGREEMENT for 455 Park Avenue West made by and between the CITY OF MANSFIELD, OHIO, hereinafter "City," and the RICHLAND COUNTY LAND REUTILIZATION CORPORATION, hereinafter "Land Bank."

WHEREAS, City entered into a Demolition Contract in 2018 with Page Excavating, Inc for the demolition of the former YMCA building located at 455 Park Avenue West, and

WHEREAS, the demolition was completed on July 29, 2019, _____ and

WHEREAS, upon the completion of the demolition, the Land Bank became owner of the property,

WHEREAS, following the demolition's completion and the re-greening of the site, it was discovered that building materials and the foundation were not removed from the site but were buried at the site, and

WHEREAS, it has been determined that the said property requires remedial excavation to make the property suitable for a useful and marketable site in keeping with the best interest of the surrounding properties and the City, and

WHEREAS, the Land Bank's statutory purpose has been and continues to be to provide services and financial assistance to Richland County, Ohio's political subdivisions, and

WHEREAS, the Land Bank applied for \$405,000.00 from Ohio Department of Development Demolition and Site Revitalization to remove buried demolition debris from the YMCA site, and

WHEREAS, the Ohio Department of Development approved \$405,000.00 funds for the YMCA site, and

WHEREAS, the City has committed to pay \$600,000.00 for the YMCA site, and

WHEREAS, the Land Bank entered into an Agreement with Advanced Demolition LLC for the removal of buried debris, and

WHEREAS, Advanced Demolition LLC started the YMCA project on January 28, 2024, and

WHEREAS, the estimated cost of said excavation is \$ TBD

WHEREAS, the City and Land Bank have agreed to cooperate in and jointly fund this necessary excavation.

NOW, THEREFORE, IN CONSIDERATION of the terms and conditions contained herein, the parties agree as follows:

1. The Land Bank shall apply its entire \$405,000.00 Ohio Department of Development award to the excavation and debris removal contract with Advanced Demolition LLC.

2. That City shall reimburse Land Bank for any contracted payment due Advanced Demolition LLC that exceeds \$405,000.00 up to and including an additional \$600,000.00.

3. That City's payment to Land Bank shall be within 45 days of Land Bank's receipt of Advanced Demolition LLC's final invoice.

4. That Land Bank, upon receipt of City's payment, shall indemnify and save harmless City from any claim made by Advanced Demolition LLC or any subcontractor or any other third party.

5. That in consideration of Land Bank's payment to Advanced Demolition LLC, City agrees to assign to Land Bank as a joint party all legal and equitable claims existing or that may exist against Page Excavating Inc arising from Page's contracted excavation of 455 Park Avenue West.

6. That this is the full and complete understanding of the parties and may only be amended by written consent of the parties.

SIGNED by the parties' authorized representatives on the dates corresponding to their signatures.

CITY OF MANSFIELD, OHIO

Date

By: _____

Date

By: _____

RICHLAND COUNTY
LAND REUTILIZATION CORPORATION

Date

By: _____

Date

By: _____

FISCAL OFFICER'S CERTIFICATE

I, _____, the duly appointed and acting Fiscal Officer of the City of Mansfield, Ohio, do hereby certify that there is on deposit or in the process of collection, free of prior encumbrance and appropriated to the proper account, funds to perform the attached contract during the current fiscal year.

Date

Fiscal Officer of the City of Mansfield, Ohio

24-048

BILL #24-047

ORDINANCE # _____

BY: MRS. BURNS

Authorizing the Public Works Director to enter into an agreement to purchase a 2024 John Deere Gator, 2023 Boxer 700HDX Boxer Loader, Boxer Bucket, Grapple Rake, and Auger with the trade-in of a 2016 Kubota totaling \$74,892.92 (Seventy-four Thousand Eight Hundred Ninety-two and 92/100 Dollars).

WHEREAS, Ohio Revised Code §721.15 authorizes the City to trade-in property unneeded, obsolete, or unfit for municipal purposes to subtract that amount from the cost of the replacement property and

WHEREAS, the cost of new equipment will not exceed \$74,892.92 (Seventy-four Thousand Eight Hundred Ninety-two and 92/100 Dollars).


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 trade-in an old 2016 Kubota for a credit of \$1,500.00 (One Thousand Five Hundred and 00/100 Dollars) toward the purchase of new equipment from Deere & Company (2000 John Deere Run, Cary, NC 27513) at a cost not to exceed \$74,892.92 (Seventy-four Thousand Eight Hundred Ninety-two and 92/100 Dollars).


SECTION 2. The equipment cost to be purchased under Section 1 hereof shall be paid from the Parks & Recreation Fund (#236).

SECTION 3. This measure shall take effect and be in force after it is passed and approved by the Mayor, as soon as is legally possible.

Caucus _____ 20 March 2024
1st Reading _____ 20 March 2024
2nd Reading _____
PASSED _____ 20 March 2024


SIGNED /s/ Phillip E. Scott
President of Council

ATTEST 
/s/ Delaine Weiner
Clerk of Council


APPROVED /s/ Jodie Perry
Mayor

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



Customer:

Quotes are valid for 30 days from the creation date or upon contract expiration, whichever occurs first.

A Purchase Order (PO) or Letter of Intent (LOI) including the below information is required to proceed with this sale. The PO or LOI will be returned if information is missing.

- Vendor: Deere & Company
2000 John Deere Run
Cary, NC 27513
- Signature on all LOIs and POs with a signature line
- Contract name or number; or JD Quote ID
- Sold to street address
- Ship to street address (no PO box)
- Bill to contact name and phone number
- Bill to address
- Bill to email address (required to send the invoice and/or to obtain the tax exemption certificate)
- Membership number if required by the contract

For any questions, please contact:

Grant Gill

Ag-Pro Companies
2715 West Fourth Street
Ontario, OH 44906

Tel: 419-529-6160
Mobile Phone: 419-631-6004
Fax: 419-529-4838
Email: ggill@agproco.com

Quotes of equipment offered through contracts between Deere & Company, its divisions and subsidiaries (collectively "Deere") and government agencies are subject to audit and access by Deere's Strategic Accounts Business Division to ensure compliance with the terms and conditions of the contracts.



ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Ag-Pro Companies
2715 West Fourth Street
Ontario, OH 44906
419-529-6160
WMansfieldGM@agproco.com

Quote Summary

Prepared For:

Mark Abrams
CITY OF MANSFIELD
Mark Abrams
30 N DIAMOND ST
MANSFIELD, OH 44902
Business: 419-755-9702
MMCKEE@CI.MANSFIELD.OH.US

Delivering Dealer:

Ag-Pro Companies
Grant Gill
2715 West Fourth Street
Ontario, OH 44906
Phone: 419-529-6160
Mobile: 419-631-6004
ggill@agproco.com

Quote ID: 30384087
Created On: 15 February 2024
Last Modified On: 27 February 2024
Expiration Date: 29 February 2024

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE GATOR™ XUV835M HVAC (Model Year 2024) Contract: Sourcewell Grounds Maintenance 031121-DAC (PG NB CG 70) Price Effective Date: February 14, 2024	\$ 31,768.00	\$ 27,320.48 X	1 =	\$ 27,320.48
2023 BOXER 700HDX Boxer Loader (OPEN MARKET ITEM) - 700HDX0260323 Contract: Price Effective Date:	\$41,500.00	\$ 40,462.50 X	1 =	\$ 40,462.50
BOXER Bucket; 34.5" General Purpose (4.0 f3) Low profile with straight edge - 3.5 f3 capacity MY24 (OPEN MARKET ITEM) Contract: Price Effective Date:	\$ 975.00	\$ 858.00 X	1 =	\$ 858.00
BLUE DIAMOND GRAPPLE RAKE STANDARD DUTY 42" MINI UNIVERSAL MOUNT (OPEN MARKET ITEM) Contract: Price Effective Date:	\$3,155.00	\$ 3,155.00 X	1 =	\$ 3,155.00

Salesperson : X _____

Accepted By : X _____



John Deere



Selling Equipment

Quote Id: 30384087

Customer Name: CITY OF MANSFIELD

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
 Deere & Company
 2000 John Deere Run
 Cary, NC 27513
 FED ID: 36-2382580
 UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
 Ag-Pro Companies
 2715 West Fourth Street
 Ontario, OH 44906
 419-529-6160
 WMansfieldGM@agproco.com

JOHN DEERE GATOR™ XUV835M HVAC (Model Year 2024)

Hours:

Stock Number:

Contract: Sourcewell Grounds Maintenance 031121-DAC
(PG NB CG 70)

Price Effective Date: February 14, 2024

Suggested List *

\$31,768.00

Selling Price *

\$ 27,320.48

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
57KGM	GATOR™ XUV835M HVAC (Model Year 2024)	1	\$ 29,749.00	14.00	\$4,164.86	\$25,584.14	\$25,584.14
Standard Options - Per Unit							
182A	Less AutoTrac™/ GreenStar™ Harness	1	\$0.00	14.00	\$0.00	\$0.00	\$0.00
183B	Less JDLINK™ Hardware	1	\$0.00	14.00	\$0.00	\$0.00	\$0.00
0202	United States	1	\$0.00	14.00	\$0.00	\$0.00	\$0.00
0505	Build To Order	1	\$0.00	14.00	\$0.00	\$0.00	\$0.00
1008	27" Maxxis Bighorn 2.0 extreme terrain radial tires on 14" Yellow Alloy Wheels	1	\$ 472.00	14.00	\$ 66.08	\$ 405.92	\$ 405.92
1950	Less Application	1	\$0.00	14.00	\$0.00	\$0.00	\$0.00
2031	Split Bench Seat - Black Vinyl	1	\$0.00	14.00	\$0.00	\$0.00	\$0.00
2350	Park Position in Transmission	1	\$0.00	14.00	\$0.00	\$0.00	\$0.00
2500	Green and Yellow	1	\$0.00	14.00	\$0.00	\$0.00	\$0.00
3003	Cargo Box with Spray In Liner, Brake, and Tail Lights	1	\$0.00	14.00	\$0.00	\$0.00	\$0.00
3101	Cargo Box Power Lift	1	\$ 1,100.00	14.00	\$ 154.00	\$ 946.00	\$ 946.00
4022	Full Door with Side Mirrors	1	\$0.00	14.00	\$0.00	\$0.00	\$0.00
4062	HVAC Cab	1	\$0.00	14.00	\$0.00	\$0.00	\$0.00
5006	Front Brush Guard	1	\$ 447.00	14.00	\$ 62.58	\$ 384.42	\$ 384.42
6349	Less Winch	1	\$0.00	14.00	\$0.00	\$0.00	\$0.00
Standard Options Total			\$ 2,019.00		\$ 282.66	\$ 1,736.34	\$ 1,736.34
Technology Options/Non-Contract/Open Market							
1880	Less Receiver	1	\$0.00	14.00	\$0.00	\$0.00	\$0.00
1900	Less Display	1	\$0.00	14.00	\$0.00	\$0.00	\$0.00



John Deere



Selling Equipment

Quote Id: 30384087 Customer Name: CITY OF MANSFIELD

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
 Deere & Company
 2000 John Deere Run
 Cary, NC 27513
 FED ID: 36-2382580
 UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
 Ag-Pro Companies
 2715 West Fourth Street
 Ontario, OH 44906
 419-529-6160
 WMansfieldGM@agproco.com

Technology Options Total	\$ 0.00	\$0.00	\$0.00	\$0.00
Value Added Services Total	\$ 0.00		\$0.00	\$ 0.00
Total Selling Price	\$ 31,768.00	\$ 4,447.52	\$ 27,320.48	\$ 27,320.48

2023 BOXER 700HDX Boxer Loader (OPEN MARKET ITEM) -

Equipment Notes: OPEN MARKET ITEM

Hours: 0

Stock Number: L0004669

Contract:

Price Effective Date:

Suggested List *

\$41,500.00

Selling Price *

\$ 40,462.50

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
.		1	\$41,500.00	2.50	\$ 1,037.50	\$40,462.50	\$40,462.50
Total Selling Price			\$ 41,500.00		\$ 1,037.50	\$ 40,462.50	\$ 40,462.50

BOXER Bucket; 34.5" General Purpose (4.0 f3) Low profile with straight

Equipment Notes: OPEN MARKET ITEM

Hours: 0

Stock Number:

Contract:

Price Effective Date:

Suggested List *

\$ 975.00

Selling Price *

\$ 858.00

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
.		1	\$975.00	12.00	\$117.00	\$858.00	\$858.00
Total Selling Price			\$ 975.00		\$ 117.00	\$ 858.00	\$ 858.00

BLUE DIAMOND GRAPPLE RAKE STANDARD DUTY 42" MINI UNIVERSAL



John Deere



Selling Equipment

Quote Id: 30384087 Customer Name: CITY OF MANSFIELD

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
 Deere & Company
 2000 John Deere Run
 Cary, NC 27513
 FED ID: 36-2382580
 UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
 Ag-Pro Companies
 2715 West Fourth Street
 Ontario, OH 44906
 419-529-6160
 WMansfieldGM@agproco.com

Equipment Notes: OPEN MARKET ITEM							Suggested List *
Hours: 0							\$ 3,155.00
Stock Number:							Selling Price *
Contract:							\$ 3,155.00
Price Effective Date:							
* Price per item - includes Fees and Non-contract items							
Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
.		1	\$3,155.00	0.00	\$0.00	\$ 3,155.00	\$3,155.00
Total Selling Price			\$ 3,155.00		\$ 0.00	\$ 3,155.00	\$ 3,155.00

BLUE DIAMOND 305706-25 AUGER SYSTEM EXTREME DUTY SERIES 2							
Equipment Notes:							Suggested List *
Hours: 0							\$ 4,597.00
Stock Number:							Selling Price *
Contract:							\$ 4,597.00
Price Effective Date:							
* Price per item - includes Fees and Non-contract items							
Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
.		1	\$3,553.00	0.00	\$0.00	\$3,553.00	\$3,553.00
Dealer Attachments/Non-Contract/Open Market							
.	105105 4' Auger Bit	1	\$489.00	0.00	\$0.00	\$489.00	\$489.00
.	105110 6" Auger Bit	1	\$555.00	0.00	\$0.00	\$555.00	\$555.00
Dealer Attachments Total			\$1,044.00		\$0.00	\$ 1,044.00	\$ 1,044.00
Total Selling Price			\$ 4,597.00		\$ 0.00	\$ 4,597.00	\$ 4,597.00



John Deere



ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Ag-Pro Companies
2715 West Fourth Street
Ontario, OH 44906
419-529-6160
WfyiansfieldGM@agproco.com

BLUE DIAMOND 305706-25 AUGER SYSTEM EXTREME DUTY SERIES 2 (OPEN MARKET ITEM) \$4,597.00 \$4,597.00 X 1 = \$4,597.00

Contract:

Price Effective Date:

Equipment Total \$ 76,392.98

Trade In Summary	Qty	Each	Extended
2016 KUBOTA RTV-X1100 - 23609	1	\$ 1,500.00	\$ 1,500.00
PayOff			\$ 0.00
Total Trade Allowance			\$ 1,500.00
Trade In Total			\$ 1,500.00

* Includes Fees and Non-contract items

Quote Summary

Equipment Total	\$ 76,392.98
Trade In	\$ (1,500.00)
SubTotal	\$ 74,892.98
Est. Service Agreement Tax	\$0.00
Total	\$ 74,892.98
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 74,892.98

Salesperson : X _____

Accepted By : X _____

Confidential



Extended Repair Plan Proposal

PowerGard™ Protection Plan Residential

Date : February 27, 2024		
Machine/Use Information		
Manufacturer	JOHN DEERE	Plan Description
Equipment Type	GATOR, 835M HVAC	Plan Type:
Model	GATOR, 835M HVAC	Coverage:
		Total Months:
		Total Hours:
<small>THIS PROPOSAL IS VALID FOR 30-DAYS FROM DATE ISSUED. GRACE pricing is offered only early during the Deere basic warranty period and has no surcharges. After this period, DELAYED PURCHASE pricing (surcharged) is offered later during the John Deere Basic Warranty. Many PowerGard quotes presented in the Delayed Purchase Period will require inspection/certification process and must also pass fluid testing. The Total Months and Total Hours listed above include the John Deere Basic Warranty terms (24 months / 2000 hours on Tractors, 24 months on Goh & Turf Products, 12 months for all AG Harvesting and Sprayer equipment, and 12 months/1000 hours on most Gator Utility Vehicles) "Limited" Plan coverage = Engine & Powertrain only. "Comprehensive" Plan coverage = Full Machine.</small>		

Proposal Prepared for: _____ *I have been offered this coverage and*

Customer Name - Please Print _____ I ACCEPT the Residential plan

_____ I DECLINE the Residential plan

Customer Signature _____ *If declined, I fully understand that my equipment listed above is not covered for repair expenses due to component failures beyond the original basic warranty period provided by John Deere.*

Note : This is **not** a contract. For specific PowerGard™ Protection plan Residential coverage, please refer to the terms and conditions on John Deere's public website(www.JohnDeere.com) under Services & Support >Warranty > Extended Warranties > PowerGard protection plan Residential.

PowerGard™ Protection Plan Residential (Residential plan) is:
 The PowerGard™ Protection Plan Residential is an extended repair plan that provides parts and labor coverage up to four years beyond the manufacturer's warranty. It is available on all riding lawn equipment, zero-turn radius mowers, utility vehicles, utility tractors and compact utility tractors. Your John Deere equipment will be in the hands of qualified, certified technicians from John Deere dealers using Genuine John Deere Parts.

Not covered under a Residential plan:
 Residential plans do not cover routine maintenance services or items normally designed to be replaced by the purchaser due to normal wear and tear. They do not cover any product used for commercial or rental applications. They also do not cover repairs for damage from accident, misuse, fire, theft, or exposure to weather conditions such as lightning, hail, flood or water. See the actual PowerGard™ Protection Plan Residential Terms and Conditions for a complete listing of coverage, and limitations and conditions under the program.



John Deere

Benefits of a Residential plan:

- Offer the choice of adding up to 4 years of repair coverage beyond the machine's factory warranty.
- Do not require preapproval before repairs are made by the authorized John Deere dealership.
- Is transferable by the original purchaser for the balance of the original agreement period.
- Ensures higher resale value and makes equipment more marketable during sale or trade-in.
- Comprehensive Plans:
 - No deductibles and no out-of-pocket costs on covered repairs.
 - Free transportation for factory warranty and extended repair plan repairs for the term of the plan (Note: A surcharge may apply for machines located outside of the dealership's normal service area).
- Limited Powertrain Plans:
 - Low deductibles on covered repairs
 - Do not provide transportation coverage

BILL #24-050

24-050

ORDINANCE # _____

BY: MRS. BURNS

Authorizing the Public Works Director to accept a grant and enter into a Local Public Agency Federal Local-Let Project with the Director of the Ohio Department of Transportation to fund the design and construction of a certain public improvement project.

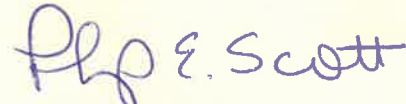
WHEREAS, the City of Mansfield is desirous of utilizing Federal funds made available for the construction of a trail connecting the B & O Trail to the Trimble Road Trail.

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

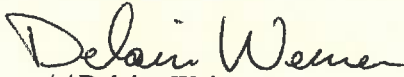
SECTION 1. That the Public Works Director be, and he is hereby, authorized on behalf of the City of Mansfield to execute all necessary documentation associated therewith for funding with a grant from the Ohio Department of Transportation for the following public improvement project, all in accordance with the proposed documentation as now on file in the Office of the City Engineer:

RIC – Trimble Road Trail Extension (PID 119146)

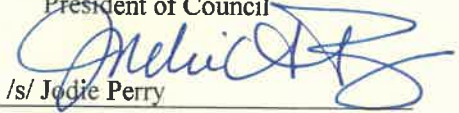
Caucus 20 March 2024
1st Reading 20 March 2024
2nd Reading _____
PASSED 20 March 2024



SIGNED /s/ Phillip E. Scott
President of Council



ATTEST /s/ Delaine Weiner
Clerk of Council



APPROVED /s/ Jodie Perry
Mayor

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



DEPARTMENT OF FINANCE
STATEMENT OF FISCAL IMPACT

RE: Trimble Road Trail Extension (Local Public Agency Federal Local-Let Project PID #119146)

Nature of Statement and Information Disclosed

This is a statement of fiscal impact for the City of Mansfield to accept funding from the:
Ohio Department of Transportation (ODOT)

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: \$900,000
Funding Period: 11/1/24 - 8/31/25

Impact on Expenditures

PROJECT COSTS:	
Trimble Road Trail Extension	\$2,000,000
Total Project Costs:	\$ 2,000,000

The total project cost is estimated at \$ 2,000,000 . Note: * One-time grant award

Match Required: \$1,100,000

Future Fiscal Impact

Impact on Revenue

Other sources of revenue include: City ARPA Funds (\$500,000), State Capital (\$150,000), and
Permissive Sales Tax Waiver (\$450,000), for a total of \$1,100,000.

Impact on Expenditures

N/A



DEPARTMENT OF FINANCE
STATEMENT OF FISCAL IMPACT

Other Future Commitments

N/A

Disclosures of Possible Material Future Events

N/A

General Assumptions

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

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

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



DEPARTMENT OF FINANCE
STATEMENT OF FISCAL IMPACT

RE: West 6th Street Bridge Project (Local Public Agency Federal Local-Let Project PID #118648)

Nature of Statement and Information Disclosed

This is a statement of fiscal impact for the City of Mansfield to accept funding from the:
Ohio Department of Transportation (ODOT)

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: \$950,000
Funding Period: 5/1/26 - 11/30/26

Impact on Expenditures

PROJECT COSTS:	
West 6th Street Bridge Project	\$1,000,000
Total Project Costs:	\$ 1,000,000

The total project cost is estimated at \$ 1,000,000 . Note: * One-time grant award

Match Required: \$50,000

Future Fiscal Impact

Impact on Revenue

N/A

Impact on Expenditures

Sewer Fund (#503) to provide additional \$50,000 towards the project.



**DEPARTMENT OF FINANCE
STATEMENT OF FISCAL IMPACT**

Other Future Commitments

N/A

Disclosures of Possible Material Future Events

N/A

General Assumptions

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

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

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

BILL #24-052*

ORDINANCE # 24-052

BY: MRS. BURNS

Authorizing the Public Works Director to enter into a contract or contracts for the construction of a tunnel under Trimble Road to facilitate the Trimble Road trail extension, and declaring an emergency.

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 a contract or contracts with the lowest and best bidder or bidders for the construction of a tunnel under Trimble Road to facilitate the Trimble Road trail extension, all in accordance with plans, estimates, and specifications now on file with the City Engineer.

SECTION 2. That the City's share of the cost of the improvements, including construction, testing laboratory, engineering and administrative service authorized in Section 1 hereof shall be paid from the American Rescue Plan (ARP) Fund (#221), the Grant Fund (#224), the Permissive Sales Tax Fund (#215), the Sewer Fund (#503) and the Water Fund (#502).

SECTION 3. That by reason of the immediate necessity to and award a contract for these improvements during the favorable construction 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 20 March 2024
1st Reading 20 March 2024
2nd Reading _____
PASSED 20 March 2024

ATTEST Delaine Weiner
/s/ Delaine Weiner
Clerk of Council

Phillip E. Scott
SIGNED /s/ Phillip E. Scott
President of Council

Jodie Perry
APPROVED /s/ Jodie Perry
Mayor

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

* Publication required.

BILL #24-053

ORDINANCE # 24-053

BY: MRS. BURNS

Authorizing the Public Works Director to enter into a subgrant agreement between the Board of Commissioners of Richland County and the City of Mansfield for American Rescue Plan Act (ARPA) funds for the Trimble Road Tunnel Project, and declaring an emergency.

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 a subgrant agreement between the Board of Commissioners of Richland County and the City of Mansfield, attached as Exhibit "1" for the purpose of the Trimble Road Tunnel Project.

SECTION 2. That the sum of Seven Hundred Thousand and 00/100 Dollars (\$700,000.00) be, and the same is hereby, appropriated from the unappropriated Grant Fund (#224), to the Engineering Grants (224.12.30), Capital Outlay Classification.

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

Caucus 20 March 2024
1st Reading 20 March 2024
2nd Reading _____
PASSED 20 March 2024

SIGNED /s/ Phillip E. Scott
President of Council

ATTEST
/s/ Delaine Weiner
Clerk of Council

APPROVED
/s/ Jodie Perry
Mayor

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



DEPARTMENT OF FINANCE
STATEMENT OF FISCAL IMPACT

RE: Trimble Road Tunnel Project

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: \$700,000
Funding Period: 1/1/24 - 12/31/2

Impact on Expenditures

PROJECT COSTS:	
Tunnel Project	\$1,150,000
Total Project Costs:	\$ 1,150,000

The total project cost is estimated at \$ 1,150,000 . Note: * One-time grant award
* Similar award for Sterkel Park (Ord. #22-150)

Match Required: \$ 450,000

Future Fiscal Impact

Impact on Revenue

Other sources of revenue include: City ARPA Funds (\$250,000) and Richland County Foundation
Grant (\$200,000), for a total of \$450,000.

Impact on Expenditures

N/A



**DEPARTMENT OF FINANCE
STATEMENT OF FISCAL IMPACT**

Other Future Commitments

N/A

Disclosures of Possible Material Future Events

N/A

General Assumptions

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

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

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

EXHIBIT "1"

**AMERICAN RESCUE PLAN ACT
BIKE TRAIL TUNNEL PROJECT
SUBGRANT AGREEMENT
between the
BOARD OF COMMISSIONERS OF RICHLAND COUNTY and the
CITY OF MANSFIELD**

THIS SUBGRANT AGREEMENT ("Agreement") is made as of the date of the last signature below by and between the Board of Commissioners, Richland County, Ohio (the "County"), with its principal place of business located at 50 Park Ave. East, Mansfield, Ohio 44902 and the Subgrantee City of Mansfield ("Subgrantee"), with its principal place of business located at 30 N. Diamond, Mansfield, Ohio 44902,

WITNESSETH:

WHEREAS, the Subgrantee plans to construct a tunnel underneath Trimble Road for the purpose of safe crossing for bicyclists and pedestrians (the "Project"). This Project will complete the planned connection of the B & O Bike Trail from Home Road to Trimble Road; and

WHEREAS, the Subgrantee anticipates a \$700,000.00 gap in funding for the Project after the Subgrantee's appropriation(s) and other sources of funding are secured; and

WHEREAS, the eligible uses of American Rescue Plan Act ("ARPA") funds were expanded by passage of the State, Local, Tribal, and Territorial Fiscal Recovery, Infrastructure, and Disaster Relief Flexibility Act, also known as the Cornyn-Padilla Amendment, to include certain transportation infrastructure; and

WHEREAS, the Treasury has issued guidance for implementation of the Cornyn-Padilla Amendment in the form of an Interim Final Rule in August 2023. Pursuant to the requirements of the Interim Final Rule, the Project is eligible as a Pathway Two Surface Transportation Project; and

WHEREAS, the Project qualifies for the streamlined framework prescribed by Treasury as the Project is less than \$10 million and does not have a significant environmental impact; and

WHEREAS, the Subgrantee's Engineer has confirmed the Project is an eligible project under the Rebuilding American Infrastructure with Sustainability and Equity Grant Program ("RAISE") grant program; and

WHEREAS, previously on January 5, 2023, the Subgrantee and County entered into an agreement ("Waiver Agreement") for the County to waive \$500,000.00 of the Subgrantee's jail contract payment obligation so that the Subgrantee could appropriate an additional \$500,000.00 toward the Project; however, the Subgrantee has not yet made such an additional appropriation, and the parties now agree to terminate the \$500,000.00 Waiver Agreement and replace the Waiver Agreement with this Agreement; and

WHEREAS, by resolution, the County's Board of Commissioners has authorized an Agreement with the Subgrantee using State and Local Fiscal Recovery Funds received by the County for the purpose of funding a portion of the actual costs of the Project as incurred by the Subgrantee.

WHEREAS, the County's Board of Commissioners and Subgrantee desire to enter into this Agreement for the Project, all in accordance with Ohio law, the terms and conditions of this Agreement, and the federal procurement requirements restated as "Contract Provisions for Non-Federal Entity Contracts under Federal Award" attached hereto and incorporated herein as Exhibit A. Said Contract Provisions for Non-Federal Entity Contracts under Federal Award set forth herein must be included as terms and conditions in any subcontract entered into by and between the Subgrantee and contractors) it engages in pursuit of the Project.

NOW THEREFORE, in consideration of the mutual covenants, promises, conditions and terms to be kept and performed, it is agreed between the parties as follows:

SECTION 1 PURPOSE.

The County agrees to transfer to the Subgrantee an amount not to exceed \$700,000.00, ("Subgrant

Funds”) to pay the actual costs of the Project. Any Subgrant Funds not used by the Subgrantee to pay said costs will be returned to the County as set forth herein.

SECTION 2 TERM AND TERMINATION; RECOUPMENT.

This Agreement shall be in full force and effect for a period commencing on March ____, 2024, and ending December 31, 2026 (the “Term”). All Subgrant Funds that have not been paid by the Subgrantee for eligible Project costs by December 31, 2026 will be repaid by that date to the County. Upon written notice from the County to the Subgrantee, the County has the right to terminate this Agreement, for cause, in whole or part; demand the immediate repayment of all Subgrant Funds received by the Subgrantee from the County not disbursed; temporarily withhold cash payments pending correction of any deficiency by the Subgrantee; and take all other available actions available to it under Ohio or federal law.

SECTION 3 NON-DISCRIMINATION.

The Subgrantee, its employees, agents, representatives, and any other party working on its behalf shall not discriminate in any manner in its performance under this Agreement by reason of race, color, sex, age, religion, national origin, ancestry, veteran status, disability, sexual orientation, gender identity or any other characteristic to the extent protected by law, and shall comply with all federal, State of Ohio and County non-discrimination and intimidation laws, as amended, and any applicable related rules, regulations and executive orders, as amended.

SECTION 4 WORKERS' COMPENSATION.

The Subgrantee shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

SECTION 5 ACCOUNTABILITY FOR SUBGRANT PROPERTY.

The Subgrantee must maintain internal control and accountability as required by state and federal law for all Subgrant Funds. All Subgrant Funds must only be used for those purposes authorized and contemplated within this Agreement.

SECTION 6 PAYMENTS.

The County will make available to Subgrantee, upon execution of this Agreement, the sum of \$700,000.00 for payment of costs of the Project. Subgrantee may draw upon the Subgrant Funds, up to the amount of \$700,000.00 upon written and/or electronic request to County, and County shall pay any requested draw within ten (10) business days of request from Subgrantee.

SECTION 7 REPORTS AND RECORDS.

Subgrantee shall maintain and make available upon request all documents and financial records sufficient to establish compliance with Section 603 of the Social Security Act, as amended by Section 9901 of ARPA, and the subgrant requirements including but not limited to the following:

- General ledger and subsidiary ledgers used to account for (a) the receipt of Subgrant Funds and (b) the disbursements of Subgrant Funds to meet eligible expenses;
- Budget records insofar as necessary to satisfy state or federal audit requirements;
- Payroll, time records, human resource records to support costs incurred for payroll expenses related to this Agreement;
- Contracts and subcontracts entered into using Subgrant Funds and all documents related thereto;
- Agreements and subaward agreements, if any, entered into using Subgrant Funds and all documents related thereto;
- All documentation of reports, audits, and other monitoring of contractors, including subcontractors, and grant recipient and subrecipients related to the Project;
- All documentation supporting the performance outcomes of contracts, subcontracts, grant awards, and grant recipient subawards related to the Project;
- All internal and external email/electronic communications related to use of Subgrant Funds;
- All investigative files and inquiry reports involving the Subgrant Funds.
- Accounting and fiscal records adequate to allow the County and/or State or Federal personnel to audit and verify that the Subgrant Funds provided under this Agreement are used for the purpose(s) stated in this Agreement.
- Other records and reports as required by the County to enable it to comply with local, state,

and federal statutes and regulations relative to the Project.

- Performance reports which include information regarding actual Project accomplishments established during the Term and other pertinent information. Such report shall be in the form required by the County.
- Final report of Project closeout.

The County shall have the right of access to any pertinent book, document, paper or other records of the Subgrantee which are pertinent to the Subgrant Funds and/or Project in order to make audits or examinations.

SECTION 8 FEDERAL, STATE AND LOCAL LAWS.

The Subgrantee agrees to abide by all Federal, State and local laws, statutes, resolutions, ordinances, rules and/or regulations applicable to this Agreement and as related to its delivery of the Project. Additionally, Subgrantee agrees it will spend all Subgrant Funds received under this Agreement in accordance with all of the terms of the ARPA, and the Richland County Procurement Policy as approved on 1/27/2022.

SECTION 9 COMPLIANCE.

If any payment(s) pursuant to this Agreement are determined to be inconsistent with state or federal requirements or otherwise subject to recovery for any reason as determined by the state or federal government, the Subgrantee shall immediately upon written notice from the County pay the amount subject to recovery to the County. The Subgrantee, out of Subgrantee funds, shall be exclusively responsible to pay for any and all costs, including any additional Project costs, resulting from any such determination of ineligibility and finding for recovery.

SECTION 10 INDEPENDENT CONTRACTOR.

Nothing contained in this Agreement is intended to or shall be construed in any manner as creating or establishing the relationship of employer/employee between the parties. The Subgrantee shall at all times remain an independent contractor with respect to its performance under this Agreement.

SECTION 11 SUCCESSORS AND ASSIGNMENT.

The County and the Subgrantee each binds itself and its successors, executors, administrators, and assigns to the terms, conditions, and covenants of this Agreement. Neither the County nor the Subgrantee shall assign or transfer its rights, interests, duties, or obligations under this Agreement without the express written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

SECTION 12 NOTICES.

Any notice required or permitted under this Agreement shall be given in writing and shall be deemed to have been given when personally delivered to any officer of the party receiving notice or when posted in the United States mail by certified mail addressed to the last known address of the party being served.

SECTION 13 GOVERNING LAW.

This Agreement shall be construed and enforced in accordance with the laws of the United States and the State of Ohio, without giving effect to its conflict of laws principles.

SECTION 14 INDEMNIFICATION.

The Subgrantee shall protect, indemnify, and save the County harmless from and against any damage, cost, or liability resulting from claims for any or all injuries to persons or damage to property, arising from intentional, willful or negligent acts or omissions, or any breaches of any of the obligations or covenants set forth in this Agreement, of the Subgrantee, its officers, employees, agents, or subcontractors. In case any claim is at any time made, or action or proceeding is brought, against the County Board of Commissioners or the County in respect of which indemnity may be sought under this Agreement, the County Board of Commissioners will give prompt written notice of that action or proceeding to the Subgrantee, and the Subgrantee, upon receipt of that notice will have the right, but not the obligation, to assume the defense of the action or proceeding. The Board agrees to lend the Subgrantee such assistance as the Subgrantee will reasonably request in defense of any claim, demand, action or proceeding.

SECTION 15 CONSTRUCTION.

In the event an ambiguity or question of intent or interpretation arises, this Agreement will be enforced and construed as if drafted jointly by the Parties, and no presumption or burden of proof will arise favoring or disfavoring either party or its construction or interpretation by virtue of the authorship of any of terms or provisions of this Agreement.

SECTION 16 SURVIVAL.

All representations, indemnifications, warranties, and guaranties made in, required by, or given in accordance with this Agreement shall survive termination or expiration of this Agreement in their entirety and shall survive the completion of any work contemplated within this Agreement in their entirety.

SECTION 17 ETHICS.

By signing and entering into this Agreement with the County, the Subgrantee represents that it is familiar with all applicable ethics law requirements, including without limitation Sections 102.04 and 3517.13 of the Ohio Revised Code and certifies that it is in compliance with such requirements.

SECTION 18 RECORDS RETENTION AND PUBLIC RECORDS ACT COMPLIANCE.

The Subgrantee shall maintain all records related to this Agreement and the administration of the Project for 5 years after the County makes final payment or for the period identified in the County's records retention schedule, whichever is longer. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the above-referenced retention period, the Subgrantee shall retain the records until completion of the action and all issues which arise from it or until the end of the above-referenced retention period, whichever is later. All records related to this Agreement and the administration of the Project shall be considered public records, except for statutorily codified exceptions, and subject to inspection and copying by the public pursuant to the requirements of Ohio Revised Code Section 149.43 et. seq.

SECTION 19 TITLE VI COMPLIANCE.

The Subgrantee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits

recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement. This is not a research and development contract.

SECTION 20: 41 CFR 60-1.4(b) COMPLIANCE.

The Subgrantee hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the equal opportunity clause set forth in 41 CFR 60-1.4(b).

SECTION 21 TERMINATION OF WAIVER AGREEMENT.

The Subgrantee and County agree to terminate the \$500,000.00 Waiver Agreement with no further obligation from either party relative to the Waiver Agreement.

SECTION 22 ENTIRE AGREEMENT, MODIFICATION AND SEVERABILITY.

This written Agreement represents the entire agreement between the parties and supersedes all previous agreements, written and oral, between the parties. This Agreement shall not be modified except in writing signed by both parties. In the event any provision of this Agreement is determined to be invalid by a court of competent jurisdiction, such determination shall not affect the validity of other provisions in the Agreement which shall be severable.

The parties hereunto have caused this AGREEMENT to be executed in duplicate on the date of the last signature below.

CITY OF MANSFIELD, OHIO

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

“Subgrantee”

“County”

By: Mayor Jodie Perry

Darrell Banks

Date: _____

Cliff Mears

Tony Vero

Date: _____

EXHIBIT A

All provisions provided below are hereby incorporated by reference into the contract to which this Exhibit is attached (the "Agreement") and by entering into this Agreement Contractor certifies the following:

Appendix II to Part 200 Contract Provisions

(A) Contracts for more than the simplified acquisition threshold, currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Rule (A) above, the Owner reserves all rights and privileges under the applicable laws and regulations with respect to this procurement process in the event of breach of contract by either party.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

Pursuant to Rule (B) above, Owner reserves the right to terminate any agreement resulting from this procurement process, subject to the terms and conditions of the Agreement, if any.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Rule (C) above, this provision is hereby incorporated by reference into the Agreement.

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Rule (D) above, Contractor will follow all applicable Davis-Bacon Act provisions.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Rule (E) above, Contractor certifies that Contractor will follow all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of the Agreement,

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Rule (F) above, Contractor certifies that during the term of the Agreement, Contractor agrees to comply with all applicable requirements referenced in Rule (F) above.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Rule (G) above, Contractor certifies that during the term of the Agreement, Contractor agrees to comply with all applicable requirements as referenced in Rule (G) above.

(H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Rule (H) above, Contractor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or

attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Rule (1) above, as applicable, Contractor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

**Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms
(2 C.F.R. § 200.321)**

The Contractor shall take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Such affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

**Domestic Preferences
(2 C.F.R. § 200.322)**

Contractor agrees, as appropriate and to the extent consistent with law, and to the greatest extent practicable, to purchase, acquire, or use goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

For purposes of this section, "produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States, and "manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Recovered Materials (2 C.F.R. § 200.323)

Contractor agrees to the extent practical it complies with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

**Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment
(2 C.F.R. § 200.216)**

Contractor, nor its subcontractors shall provide or install equipment, services, or systems that uses "covered telecommunications equipment or services" as a substantial or essential component of any

system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, "covered telecommunications equipment" is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); telecommunications or video surveillance services provided by such entities or using such equipment; or telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Record Retention (2 C.F.R. § 200.334)

The Contractor shall comply with the record retention requirements detailed in 2 CFR § 200.334. Financial records, supporting documents, statistical records, and all other records pertinent to the federal award must be retained for a period of three years from the date of the completion of the project.

Complying with Federal, State, and Local Laws

Contractor agrees to comply with federal, state, and local laws, rules, regulations, and ordinances, as applicable. It is further acknowledged that Contractor certifies compliance with provisions, laws, acts, regulations, etc. as noted above.

CERTIFICATE

As the Auditor of Richland County, Ohio, I certify that the money required to meet the obligations of Owner under the attached Agreement between Owner and Contractor has been lawfully appropriated by Owner for those purposes and is in the treasury of the County or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44 of the Revised Code.

Dated: _____, 20____

County Auditor Richland County, Ohio

24-055

BILL #24-055

ORDINANCE # _____

BY: MRS. MEIER

Authorizing the Safety-Service Director to purchase, Four (4) Dodge Durangos for the Police Department from Jim Shorkey Auto Group, and declaring an emergency.

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 he is hereby, authorized to purchase from Jim Shorkey Auto Group, Four (4) 2023 Dodge Durangos, at a cost not to exceed Two Hundred Eighty-four Thousand, Seven Hundred, Eight and 53/100 Dollars (\$284,708.53). That the amount authorized under Section 1, not to exceed Two Hundred Eighty-four Thousand, Seven Hundred, Eight and 53/100 Dollars (\$284,708.53), shall be paid from the Safety Services Fund (#214) Police Department Operations (214.15.01) Capital Outlay Classification.

SECTION 3. That in order to replace critical safety equipment, 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, providing it receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its adoption, otherwise from and after the earliest time allowed by law, after its passage and approval by the Mayor.

Caucus 20 March 2024
1st Reading 20 March 2024
2nd Reading _____
PASSED 20 March 2024

SIGNED /s/ Phillip E. Scott
President of Council

ATTEST /s/ Delaine Weiner
Clerk of Council

APPROVED /s/ Jodie Perry
Mayor

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

Mansfield Division of Police 2023 Dodge Durango Cruiser Pricing



VENDOR	EACH	THREE CRUISERS	UNMARKED	GRAND TOTAL
Jim Shorkey Ford - Dodge Durangos	\$ 40,870.20	\$ 122,610.60	\$ 41,667.20	\$ 164,277.80
Parr Public Safety Equipment	\$ 13,167.07	\$ 39,501.21	\$ 1,425.00	\$ 40,926.21
Federal Signal	\$ 3,187.00	\$ 9,561.00	\$ 1,925.00	\$ 11,486.00
CDW - Toughbooks	\$ 3,858.86	\$ 11,576.58		\$ 11,576.58
CDW - Brother Printers	\$ 470.00	\$ 1,410.00		\$ 1,410.00
Cradlepoints (CDW)	\$ 1,470.00	\$ 4,410.00		\$ 4,410.00
WatchGuard (w/ Bodycam mount)	\$ 8,143.20	\$ 24,429.60		\$ 24,429.60
Bender (Repeater/Scanner)	\$ 3,251.67	\$ 9,755.01		\$ 9,755.01
Motorola (Benders) - Radios	\$ 3,855.69	\$ 11,567.07		\$ 11,567.07
Stop Stixs	\$ 603.34	\$ 1,810.02		\$ 1,810.02
Cones, Fire Extinguisher	\$ 122.08	\$ 366.24		\$ 366.24
Spyder Graphics	\$ 898.00	\$ 2,694.00		\$ 2,694.00
TOTAL:	\$79,897.11	\$239,691.33	\$45,017.20	\$284,708.53

Instrument Number: ANGOH-2-23-0012

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

THIS EASEMENT (this "Easement") is made as of the [redacted] day of [redacted] 20[redacted], by and between the City of Mansfield, a Municipality existing under the laws of the State of Ohio (the "Grantor") and THE UNITED STATES OF AMERICA (the "Government") and its assigns. The Grantor and the Government may sometimes be referred to jointly as the "Parties," and each separately as a "Party." The Government includes its officers, employees, representatives, agents, and contractors.

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

NOW, THEREFORE, the Parties hereby agree as follows:

GRANT OF EASEMENT

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

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

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

I. TERM

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

II. CONDITION OF EASEMENT AREA

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

III. MAINTENANCE AND REPAIR

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

IV. COMPLIANCE WITH APPLICABLE LAWS

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

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

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

V. CONSTRUCTION AND ALTERATIONS

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

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

VI. TERMINATION

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

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

VII. NOTICES

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

Address of the Government

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

Address of the Grantor

City of Mansfield
30 North Diamond Street
Mansfield, OH 44903

With a copy to:

N/A

VIII. GENERAL PROVISIONS

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

8.11. This Easement may only be modified or amended by mutual agreement of the Parties in writing and signed by each of the Parties.

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

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

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

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

IX. FEDERAL AGENCY

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

X. REPORT TO CONGRESS

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

XI. EXHIBITS

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

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

[Remainder of page intentionally left blank]

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

GRANTOR:

Name: City of Mansfield

Date: _____

By: _____

Louis Andres
Public Works Director

ACKNOWLEDGEMENT

WITNESSES:

STATE OF _____

§

COUNTY OF _____

§

§

Before me on this the ____ day of _____ 2024 personally appeared _____ who subscribed and swore to the truth of the foregoing certificate, and acknowledged that he/she executed the same.

Notary Public

Commission expiration date: _____

ACCEPTANCE

The Government hereby accepts this grant of Easement.

GOVERNMENT:

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

Date: _____

By: _____

JEFFREY P. DOMM
Director, Installations Directorate

ACKNOWLEDGEMENT

STATE OF _____

§
§
§

COUNTY OF _____

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

Notary Public, State of _____

Commission Expiration Date

EXHIBIT A

Legal Description of the Easement Area

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

- Bore project to improve communication lines from Cantonment to RED HORSE Beddown
- A corridor of 6'x 1320' or 880 SY will be required
- New fiber lines will connect to two new access points (black dots).
- Ingress and egress to existing access points on ANG leased lands
- Extends under taxiway Alpha and runway 5/23.
- New lines will be maintained by 179 CW



EXHIBIT B

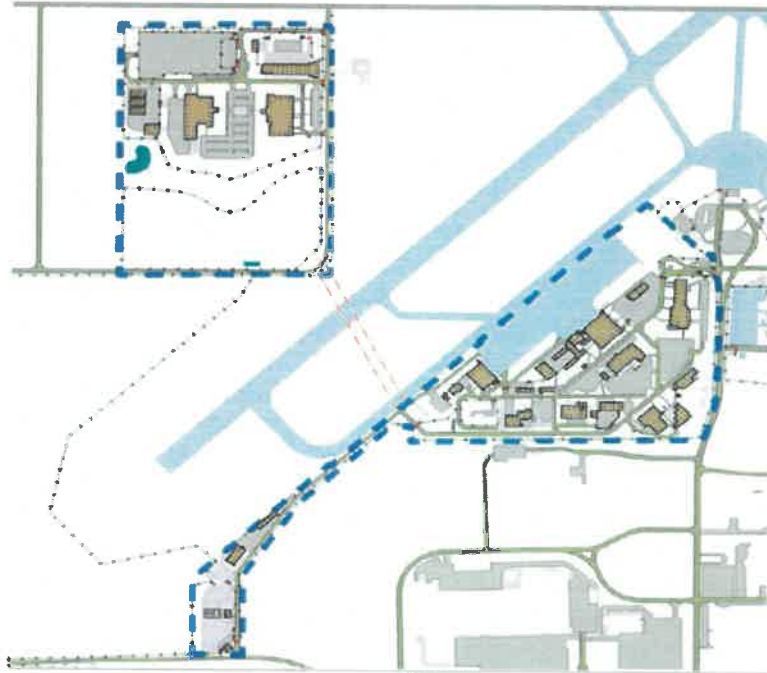
Depiction of the Easement Area

**PBXP – Communication
Conduit Replacement Project**

Installation of a new communication conduit to run from the Cantonment area to the RED HORSE Enclave.

The area of impact is in an open grassy field currently used as the Mansfield Regional Airport. The airport consists of a main terminal, two paved taxiways, and two runways.

Installation of the communication lines will entail a bore line of approximately 880 SY in a northwestern direction under the existing taxiway and runway. Two access points will be installed along the project line.



Instrument Number: ANGOH-2-23-0012

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

EBS Waiver with VSI dated 10 Apr 2023

Exhibit C

BILL #24-057

ORDINANCE #

24-057

BY: MS. MEIER

Amending Section 8 of Ordinance No. 23-201 adopting personnel positions, pay grades, and salaries for certain employees of the City of Mansfield 2024 payroll year, and as previously amended by Section 1 of Ordinance 24-028, by adjusting position titles and pay grades for certain employees of the Finance Department, and declaring an emergency.

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

WHEREAS, Section 8 of Ordinance 23-201 was amended by this Council on February 20, 2024 in Ordinance 24-028, however, further amendments have become necessary, and

WHEREAS, pursuant to Section 8 of Ordinance 23-201 and Section 1 of 24-028 positions and pay rates are outlined for the Finance Director's Personnel, pursuant to Section 8 of said Ordinance positions and pay rates are outlined for the Finance Director's Personnel, and a reorganization of personnel has become necessary, to account for an established Payroll Clerk position according to the collective bargaining agreement between the City of Mansfield and the American Federation of State, County, and Municipal Employees (AFSCME), Ohio Council 8, Local 3088.

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

SECTION 1. That Section 1 of Ordinance No. 24-028, passed February 20, 2024, and Section 8 of Ordinance 23-201 passed December 19, 2023, be, and the same is hereby amended to read and provide as follows:

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

POSITION	SALARY/GRADE/HOURLY
a. Assistant Finance Director + (Elected) °	\$62,400 - \$87,360
b. Office Manager + (Elected) °	\$37,440 - \$54,080
FINANCE DIVISION:	
a. Budget Manager + (Elected) °	\$54,080 - \$76,960
b. Payroll Specialist + (Elected) °	\$49,920 - \$62,400
c. Payroll Assistant + (Elected) ° Payroll Clerk	\$41,600 - \$58,240 15
d. Accounts Payable Specialist + (Elected) °	\$45,760 - \$60,320
e. Finance Clerk	13

Richland County Final 911 Plan
Authority: ORC §128.06 (A)
Adopted: 03/05/2024



Department of Administrative Services

9-1-1 Program Office

Please enter Name, Title, and Agency Represented, for each of the six (6) voting members of your County 9-1-1 Program Review Committee below:

1. Darell Banks, Commissioner
Board of County Commissioners Member or Designee, Chairperson
2. Jodie Perry, Mayor (City of Mansfield)
Chief Executive Officer of most populous municipal corporation in the County
3. Tom Craft, Township Trustee (Madison Township)
A member of the board of township trustees of the most populous township in the County as selected by majority vote of the board of trustees
4. TBD
A member of a board of township trustees selected by the majority of boards of Township Trustees in the County pursuant to resolutions they adopt
5. TBD
A member of the legislative authority of a municipal corporation in the county selected by the majority of the legislative authorities of municipal corporations in the County pursuant to resolutions they adopt
6. J. Steve Sheldon, Sheriff
An elected official from within the County appointed by the board of County Commissioners

§128.07(A)(1): Which telephone companies serving customers in the county and, as authorized in division (A) of section 128.03 of the Revised Code, in an adjacent county will participate in the 9-1-1 system?

Brightspeed (Primary Provider), (GTE) Frontier North, Spectrum (VOIP), Armstrong (VOIP), Verizon (Wireless), AT&T (Wireless), T-Mobile (Wireless), Sprint (Wireless), Boost Mobile (Wireless).

§128.07(A)(2): Please list locations of the Public Safety Answering Points (PSAPs) as defined in §128.01(P) in your service area and include the number of 9-1-1 Positions:

PSAP Name:	<u>Richland County 911</u>	Number of 911 Positions:	<u>(6) Six</u>
PSAP Location:	<u>597 Park Ave E. Mansfield, Oh 44905</u>		
PSAP Name:	<u>Mansfield Public Safety Communications</u>	Number of 911 Positions:	<u>(4) Four</u>
PSAP Location:	<u>30 N. Diamond St. Mansfield, Oh 44902</u>		

Richland County Final 911 Plan

Authority: ORC §128.06 (A)

Adopted: 03/05/2024



**Department of
Administrative
Services**

9-1-1 Program Office

§128.07(A)(2): How will each PSAP listed above connect to the County's preferred Next Generation 9-1-1 (NG91-1) System?

PSAP Name: Richland County 911

Connection Description:

(The current system is Enhanced 911, NG 9-1-1 is not currently available to our County)

Wireline Networking: Brightspeed and/or the current telephone provider(s) shall provide the necessary equipment and engineering to selectively route E911 calls as specified in this plan. All public safety service providers are required by law to maintain their present seven-digit emergency number. The telephone network may be designed such that the seven-digit emergency numbers for all public safety service providers within Richland County will ring into the appropriate PSAP, i.e., City and County, based upon the option of each political subdivision.

Brightspeed will be the lead company and will be responsible for all connections to the PSAPs and for the development and maintenance of the 911 ALI Database. All other telephone companies are responsible for the integration of their networks and for providing the E911 capabilities.

Wireless Enhanced 911 Networking: The Richland County PSAP will obtain separate trunking for the routing of wireless calls and text messages from the host local exchange company. All other connections to the telephone network will be in accordance with Richland County 911 System Plans.

Emergency 911 calls originating from cellular telephones will be routed to the Richland County PSAP according to the cellular service provider tower location.

PSAP Name: Mansfield Public Safety Communications

Connection Description:

(The current system is Enhanced 911, NG 9-1-1 is not currently available to our County)

Wireline Networking: Brightspeed and/or the current telephone provider(s) shall provide the necessary equipment and engineering to selectively route E911 calls as specified in this plan. All public safety service providers are required by law to maintain their present seven-digit emergency number. The telephone network may be designed such that the seven-digit emergency numbers for all public safety service providers within Richland County will ring into the appropriate PSAP, i.e., City and County, based upon the option of each political subdivision.

Brightspeed will be the lead company and will be responsible for all connections to the PSAPs and for the development and maintenance of the 911 ALI Database. All other telephone companies are responsible for the integration of their networks and for providing the E911 capabilities.

Richland County Final 911 Plan

Authority: ORC §128.06 (A)

Adopted: 03/05/2024



**Department of
Administrative
Services**

9-1-1 Program Office

§128.07(A)(2): From what geographic territory [city, village, township, etc.] will each of the PSAPs receive 9-1-1 calls?

PSAP Name: Richland County 911

Geographic Territories:

Wireline Calls: Plymouth Township, Village of Plymouth, Cass Township, Village of Shiloh, Bloominggrove Township, Butler Township, Sharon Township, City of Shelby, Jackson Township, Franklin Township, Weller Township, City of Galion (Richland County), Village of Crestline (Richland County), Sandusky Township, Springfield Township, City of Ontario, Madison Township, Mifflin Township, Troy Township, Village of Lexington, Washington Township, Monroe Township, Village of Lucas, Perry Township, Jefferson Township, Village of Bellville, Worthington Township, Village of Butler, City of Mansfield (County facilities only).

Wireless/Text-2-911 Calls: Richland County

PSAP Name: Mansfield Public Safety Communications

Territory:

Wireline Calls: City of Mansfield (Minus County facilities)

§128.07(A)(2): Within each territory listed, will Enhanced 9-1-1 or NG9-1-1 service be provided? (check all that apply)

PSAP Name: Richland County 911

Geographic Territories:

Plymouth Township, Village of Plymouth, Cass Township, Village of Shiloh, Bloominggrove Township, Butler Township, Sharon Township, City of Shelby, Jackson Township, Franklin Township, Weller Township, City of Galion (Richland County), Village of Crestline (Richland County), Sandusky Township, Springfield Township, City of Ontario, Madison Township, Mifflin Township, Troy Township, Village of Lexington, Washington Township, Monroe Township, Village of Lucas, Perry Township, Jefferson Township, Village of Bellville, Worthington Township, Village of Butler, City of Mansfield (County facilities only).

Enhanced 911 NG 911

PSAP Name: Mansfield Public Safety Communications

Geographic Territories:

City of Mansfield (Minus County Facilities)

Enhanced 911 NG 911

Richland County Final 911 Plan
Authority: ORC §128.06 (A)
Adopted: 03/05/2024



**Department of
Administrative
Services**

9-1-1 Program Office

§128.07(A)(2): What subdivisions will be served by each by each PSAP listed? [Police, Fire, EMS, etc.]

PSAP Name: Richland County 911

Subdivisions Served:

Plymouth Township (Police/Fire/EMS), Village of Plymouth (Fire/EMS), Cass Township (Police/Fire/EMS), Village of Shiloh (Police/Fire/EMS), Bloominggrove Township (Police/Fire/EMS), Butler Township (Police/Fire/EMS), Sharon Township (Police/Fire/EMS), City of Shelby (Fire/EMS), Jackson Township (Police/Fire/EMS), Franklin Township (Police/Fire/EMS), Weller Township (Police/Fire/EMS), City of Galion (Richland County/Transfer to Crawford County), Village of Crestline (Richland County/Transfer to Crawford County), Sandusky Township (Police/Fire/EMS), Springfield Township (Police/Fire/EMS), City of Ontario (Fire/EMS), Madison Township (Police/Fire/EMS), Mifflin Township (Police/Fire/EMS), Troy Township (Police/Fire/EMS), Village of Lexington (Fire/EMS), Washington Township (Police/Fire/EMS), Monroe Township (Police/Fire/EMS), Village of Lucas (Police/Fire/EMS), Perry Township (Police/Fire/EMS), Jefferson Township (Police/Fire/EMS), Village of Bellville (Police/Fire/EMS), Worthington Township (Police/Fire/EMS), Village of Butler (Police/Fire/EMS), City of Mansfield (County facilities only/Police/Transfer to City of Mansfield)

PSAP Name: Mansfield Public Safety Communications

Subdivisions Served:

City of Mansfield (Police/Fire/EMS)

§128.07(A)(2): Identify which PSAPs listed are going to respond to calls by directly dispatching an emergency service provider, relaying a message to the appropriate emergency service provider, or by transferring the call to the appropriate emergency service provider. (check all that apply)

PSAP Name: Richland County 911

Direct Dispatching Relay Message Transferring Call

PSAP Name: Mansfield Public Safety Communications

Direct Dispatching Relay Message Transferring Call

§128.07(A)(3): How must originating service providers connect to the core 9-1-1 system identified by the final plan and what methods will be utilized by the originating service provider to provide 9-1-1 voice, text, other forms of messaging media, and caller location to the core 9-1-1 system?

(The current system is Enhanced 911, NG 9-1-1 is not currently available to our County)

Wireline Networking: Brightspeed and/or the current telephone provider(s) shall provide the necessary equipment and engineering to selectively route E911 calls as specified in this plan. All public safety service providers are required by law to maintain their present seven-digit emergency number. The telephone network may be designed such that the seven-

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Adopted: 03/05/2024



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digit emergency numbers for all public safety service providers within Richland County will ring into the appropriate PSAP, i.e., City and County, based upon the option of each political subdivision.

Brightspeed will be the lead company and will be responsible for all connections to the PSAPs and for the development and maintenance of the 911 ALI Database. All other telephone companies are responsible for the integration of their networks and for providing the E911 capabilities.

Wireless Enhanced 911 Networking: The Richland County PSAP will obtain separate trunking for the routing of wireless calls and text messages from the host local exchange company. All other connections to the telephone network will be in accordance with Richland County 911 System Plans.

Emergency 911 calls originating from cellular telephones will be routed to the Richland County PSAP according to the cellular service provider tower location.

PSAP Name: Mansfield Public Safety Communications

Connection Description:

(The current system is Enhanced 911, NG 9-1-1 is not currently available to our County)

Wireline Networking: Brightspeed and/or the current telephone provider(s) shall provide the necessary equipment and engineering to selectively route E911 calls as specified in this plan. All public safety service providers are required by law to maintain their present seven-digit emergency number. The telephone network may be designed such that the seven-digit emergency numbers for all public safety service providers within Richland County will ring into the appropriate PSAP, i.e., City and County, based upon the option of each political subdivision.

Brightspeed will be the lead company and will be responsible for all connections to the PSAPs and for the development and maintenance of the 911 ALI Database. All other telephone companies are responsible for the integration of their networks and for providing the E911 capabilities.

§128.07(A)(4): If one of the PSAPs does not directly dispatch emergency services needed for an incident, without significant delay, the request shall be transferred, or the information electronically relayed to the entity that directly dispatches the potentially needed emergency services. How will the transfer or electronic relay be accomplished?

PSAP Name: Richland County 911

One Button Transfer: The 911 operator has the ability to transfer callers to preprogrammed numbers by depressing a single button.

PSAP Name: Mansfield Public Safety Communications

One Button Transfer: The 911 operator has the ability to transfer callers to preprogrammed numbers by depressing a single button.

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§128.07(A)(5): Which subdivision or regional council of government will establish, equip, furnish, operate, and maintain each respective PSAP?

PSAP Name: Richland County 911

Subdivision: Richland County

PSAP: Mansfield Public Safety Communications

Subdivision: City of Mansfield

§128.07(A)(6): Please provide a projection of the initial cost to establish, equip, and furnish each PSAP.

PSAP Name: Richland County 911

Projected Cost: At the direction of the 911 Program Office we are providing the actual cost of PSAP operations for calendar years 2019 through 2023 due to NG 911 not being available to our County in the immediate future. See the chart below.

PSAP Name: Mansfield Public Safety Communications

Projected Cost: At the direction of the 911 Program Office we are providing the actual cost of PSAP operations for calendar years 2019 through 2023 due to NG 911 not being available to our County in the immediate future. See the chart below.

§128.07(A)(6): Please provide the annual cost of the first five years of operating and maintaining each PSAP.

PSAP Name: Richland County 911

Annual Cost Year 2019:	\$1,152,824.90
Annual Cost Year 2020:	\$1,135,225.29
Annual cost Year 2021:	\$1,720,347.62
Annual Cost Year 2022:	\$1,551,509.74
Annual Cost Year 2023:	\$1,374,522.19
Total Cost:	\$5,907,459.74

PSAP Name: Mansfield Public Safety Communications

Annual Cost Year 2019:	\$1,403,099.75
Annual Cost Year 2020:	\$1,377,053.70
Annual cost Year 2021:	\$1,360,491.39
Annual Cost Year 2022:	\$1,517,055.93
Annual Cost Year 2023:	\$1,521,322.90
Total Cost:	\$5,661,967.74

§128.07(A)(7): Is the cost of establishing, equipping, furnishing, operating, or maintaining any of the PSAPs listed being funded through charges imposed under §128.35?

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PSAP Name: Richland County 911

Yes No

PSAP Name: Mansfield Public Safety Communications

Yes No

§128.07(A)(7): Will the cost of establishing, equipping, furnishing, operating, or maintaining any listed PSAP be allocated among the subdivisions served by the respective PSAP and, if any such cost is to be allocated, what is the formula for so allocating it?

PSAP Name: Richland County 911

Allocations: No Allocations

PSAP Name: Mansfield Public Safety Communications

Allocations: No Allocations

§128.07(A)(8): Provide information on how each emergency service provider will respond to a misdirected call or the provision of a caller location that is either misrepresentative of the actual location or does not meet the requirements of the FCC or other accepted national standards as they exist on the date of the call origination.

PSAP Name: Richland County 911

Misdirected Calls: Misdirected calls can occur in five (5) ways:

1. A caller dials 911 for a non-emergency situation. In that event, if time is available, the 911 dispatcher will advise the caller of the proper number and time to call.
2. An emergency call is directed to the wrong County PSAP. When that happens, the call will be transferred to the proper PSAP for dispatching.
3. The wrong emergency service provider is dispatched to the scene of the emergency. If the wrong provider is at the scene or enroute to the scene, such provider responds until the correct provider is dispatched and on the scene.
4. 911 calls from outside Richland County are routed to a Richland County PSAP. In this instance the call is relayed to the proper county by telephone or radio.
5. 911 calls from inside Richland County are routed to a PSAP outside Richland County. Such calls are relayed as stated above.

PSAP Name: Mansfield Public Safety Communications

Misdirected Calls: Misdirected calls can occur in five (5) ways:

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1. A caller dials 911 for a non-emergency situation. In that event, if time is available, the 911 dispatcher will advise the caller of the proper number and time to call.
2. An emergency call is directed to the wrong County PSAP. When that happens, the call will be transferred to the proper PSAP for dispatching.
3. The wrong emergency service provider is dispatched to the scene of the emergency. If the wrong provider is at the scene or enroute to the scene, such provider responds until the correct provider is dispatched and on the scene.
4. 911 calls from outside Richland County are routed to a Richland County PSAP. In this instance the call is relayed to the proper county by telephone or radio.
5. 911 calls from inside Richland County are routed to a PSAP outside Richland County. Such calls are relayed as stated above.

§128.021: Adoption of rules establishing technical and operational standards for PSAPs. Check the answer next to each question (2) for all PSAPs:

PSAP Name: Richland County 911

Does the PSAP currently meet PSAP rules: Yes No

If no, will the PSAP have to comply in two (2) Years: Yes No N/A

PSAP Name: Mansfield Public Safety Communications

Does the PSAP currently meet PSAP rules: Yes No

If no, will the PSAP have to comply in two (2) Years: Yes No N/A

§128.57: Is this PSAP receiving funds directly and/or indirectly benefiting from county funds?

PSAP Name: Richland County 911 Yes No

PSAP Name: Mansfield Public Safety Communications Yes No

Local Requirements:

PSAP Operation Complaints

Each PSAP shall identify the method for filing and a person(s) responsible for receiving, investigating and remedying complaints concerning PSAP operations and/or personnel. Upon implementation each PSAP shall provide all agencies in which it dispatches or routes calls for this information. In the event the process or contact person(s) change, the PSAP shall provide all agencies in which it dispatches or routes calls for the new information.

PSAP and Full-Time Dispatch Centers: Costs, Staffing, Locations, Equipment and Maintenance

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The initial cost of implementing and operating the Richland County 911 System was outlined in the originating document implemented in 1988. Additional costs for the implementation of Wireless Enhanced 911 was outlined in an amendment in 2006 and 2015.

The staffing, location and operation of each PSAP/Full-Time dispatch center shall be funded by the political subdivision which operates the center. Each subdivision shall have the full authority to dictate staffing levels, location of service, equipment and maintenance of said equipment utilized in so as they do not conflict with this plan.

Current PSAPs:

Richland County 911, Richland County Sheriff's Office, (Primary Wireline, Wireless, Text-2-911 PSAP)
Mansfield Public Safety Communications, Mansfield Police Department, (Secondary Wireline PSAP)

Full-Time Dispatch Center Locations:

Lexington Police Department
Ohio Highway Patrol
Ontario Police Department
Shelby Police Department

Disbursement of 911 Government Assistance Funds

The Richland County 911 PSAP shall provide countywide Wireless Enhanced 911 in accordance with Section 128.03 of the Ohio Revised Code.

Funds received from the State of Ohio from the 911 Government Assistance Fund shall be placed in a separate fund at the Richland County Treasurer's Office.

Fund disbursement shall be authorized by the Richland County Commissioners and distributed by the County Treasurer for the purpose of operating a countywide Enhanced 911 System. Such funds shall be used in accordance with Section 128.022 of the Ohio Revised Code.

§128.07(B)(1)(a): The 9-1-1 Program Review Committee shall send a copy of the final plan to the following:

- Board of Commissioners of the County
- The legislative authority of each municipal corporation in the County
- The board of Township Trustees of each township in the County.

**The above notifications must be sent either by certified mail or, if the committee has record of an internet identifier of record associated with the board or legislative authority, by ordinary mail and by that internet identifier of record.

§128.07(B)(1)(b): The 9-1-1 Program Review Committee shall also send a copy of the final plan to the Board of Trustees, directors, or park commissioners of each subdivision served by a PSAP under the plan.

§128.07(B)(2): The 9-1-1 Program Review Committee shall also file a copy of its final plan with the Ohio 9-1-1 Program Office not later than April 3, 2024.

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§128.07(B)(2): Any revisions or amendments made to the final plan shall be filed with the Ohio 9-1-1 Program Office not later than ninety (90) days after adoption.

§128.01(T): A final plan means a final plan adopted under §128.08(B) (and turned in on April 3, 2024 to the Ohio 9-1-1 Program Office) or as an amended final plan adopted under 128.12. (to reflect any changes made to the final plan after April 3, 2024).

§128.05: Please list the name and contact information for your County 9-1-1 Coordinator:

Capt. Jim Sweat
Richland County Sheriff's Office
597 Park Ave E. Mansfield, Oh 44905
Office: 419-774-3552
Email: jpsweat@richlandcountyooh.gov

§128.25: Please provide the name and contact information for your single point of contact with the 9-1-1 Program Office who has the authority to assist in location-data discrepancies, 9-1-1 traffic misroutes, and boundary disputes between PSAPS (does not have to be, but could be the same as the County 9-1-1 Coordinator listed above):

Capt. Jim Sweat
Richland County Sheriff's Office
597 Park Ave E. Mansfield, Oh 44905
Office: 419-774-3552
Email: jpsweat@richlandcountyooh.gov

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911 Planning Committee Approval Acknowledgement

1. Darell Banks, Commissioner
Board of County Commissioners Member or Designee, Chairperson

Signature

Date

2. Jodie Perry, Mayor (City of Mansfield)
Chief Executive Officer of most populous municipal corporation in the County

Signature

Date

3. Tom Craft, Township Trustee (Madison Township)
A member of the board of township trustees of the most populous township in the County as selected by majority vote of the board of trustees

Signature

Date

4. TBD
A member of a board of township trustees selected by the majority of boards of Township Trustees in the County pursuant to resolutions they adopt

Signature

Date

5. TBD
A member of the legislative authority of a municipal corporation in the county selected by the majority of the legislative authorities of municipal corporations in the County pursuant to resolutions they adopt

Signature

Date

6. J. Steve Sheldon, Sheriff
An elected official from within the County appointed by the board of County Commissioners

Signature

Date