

BY: MR. DIAZ

Amending Section 355.01, of the Mansfield Codified Ordinances, "Off-Street Parking", and, declaring an emergency.

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

SECTION 1. That Section 355.01 of the Mansfield Codified Ordinances of 1997, be, and the same is hereby, amended to read as follows:

**355.01 MUNICIPAL OFF-STREET ~~PARKING GARAGE~~ AND CITY-OWNED ~~OR LEASED~~ PARKING LOTS.**

(a) Any City-owned ~~or leased~~ off-street parking lot shall be under the general supervision and management of the Safety-Service Director, and he/she is authorized and directed to make and promulgate such rules and regulations, including minimum operating hours of the lots, in conformity with the provisions of this section, as may be necessary and desirable for the proper operation and administration of such facilities. The Safety-Service Director shall review this chapter yearly and propose changes as necessary.

(b) Parking in the lots shall be available for use, unless otherwise designated, on the basis of daily short term and monthly leasing only parking.

~~(c) The following rate schedule is hereby approved.~~

<del>(1) Diamond and Third Parking</del>	
<del>Lot Space (non City employee)</del>	<del>\$ 20.00 per month</del>
<del>Space (when under contract for ten or more spaces to the same non City party)</del>	<del>\$15.00 per month</del>
<del>Space (City employee owned vehicle)</del>	<del>\$50.00 per year</del>
<del>Short term designated spaces (two hour maximum)</del>	<del>No charge</del>
<del>(2) Fourth and Main Parking Lot.</del>	
<del>Space (individual)</del>	<del>20.00 per month</del>
<del>Space (when under contract for ten or more spaces to the same party)</del>	<del>15.00 per month</del>
<del>Short term designated space (two hour maximum)</del>	<del>No charge</del>

~~Provided that all contracts for ten or more spaces shall be subject to the provision that the lessee shall not sublet any of the spaces under his/her contract.~~

~~(d)~~(c) The following regulations governing parking at the Secured Police Parking Lot, the (lower east) East Third Street Parking Lot, the Utility Collections Building Parking Lot, the East Third Street at North Southwest Adams Street Parking Lot, the (upper east) Park Avenue East Parking Lot and the (maintenance) Northwest Adams Street Parking Lot, all of which are located at or near the Municipal Building, are hereby adopted.

(1) Secured Police Parking Lot.

A. All spaces within the secured area shall be for City-owned vehicles.

(2) (Lower East) East Third Street Parking Lot - ~~92~~90 spaces.

A. ~~Fifty-six~~ Seventy-nine spaces shall be for City officials and City-owned vehicles and personal vehicles of City employees.

B. ~~Thirty-six~~ Eleven spaces shall be ~~metered and/or free~~ public short-term, 2-hour spaces.

i. Spaces 28 through 34 general public parking.

ii. Spaces 38 and 39 shall be designated short-term Handicap spaces, and space 97 as a Handicap Van Only.

iii. Space 40 shall be for Combat injured Veteran.

C. Two spaces, 36 and 37, shall be designated for Social Security Administration Officials Parking Only.

(3) Utility Collections Building Parking Lot - ~~31~~30 spaces.

A. ~~Fifteen~~ Fourteen spaces on the upper level shall be for Utility Collection customers.

B. Sixteen spaces on the lower level shall be for City-owned vehicles and personal vehicles of City employees.

(4) ~~Southwest~~ East Third Street at North Adams Street Parking Lot - 38 spaces.

~~A. Ten spaces shall be reserved for First United Methodist Church.~~

~~B. (A) Four~~ Thirty-eight spaces shall be for City-owned vehicles and personal vehicles of City employees.

~~C. (B) Twenty-four shall be for personal vehicles of City and employees.~~ Spaces 20 through 30 shall be designated for City-owned vehicles.

(5) (Upper East) Park Avenue East Parking Lot - 73 spaces.

A. ~~Twenty-six~~ Sixteen spaces shall be for City officials, metered and/or free public short-term spaces.

- i. Spaces 174 through 187 general public short-term, 2-hour spaces.
- ii. Spaces 172 and 173 shall be designated short-term, 2-hour Handicap spaces.

B. Forty-seven spaces shall be for personal vehicles of City employees.

C. Eight spaces shall be reserved for City-owned vehicles or Officials.

D. Two spaces shall be reserved for use by Richland County Sheriff Prisoner Transport vehicles.

(6) (Maintenance) North Adams Street Parking Lot – 24 spaces.

~~(e)~~ (d) In order for a City employee to park a personal vehicle in one of the designated spaces as described in paragraphs (c)(1) and ~~(d)~~ through (e), a placard provided by the City as is required for each vehicle that might occupy such space. The cost of said initial issued placard(s), irrespective of the number obtained, shall be zero dollars (\$0.00) per year for each space. Lost or replacement placards shall be five dollars (\$5.00) and obtained through the Safety-Service Director's Office.

~~(f)~~ (e) Spaces for City officials, metered and/or free short-term, 2-hour spaces shall be located near the building.

~~(g)~~ (f) Specific allocations of secured and City official spaces shall be designated by the Safety-Service Director.

~~(h)~~ (g) Short term parking in any City-owned or leased off-street parking lot shall be limited to a maximum duration of two hours, and no person shall park a vehicle or permit a vehicle registered in his/her name to be parked in any short-term space beyond such two-hour time period. It shall be considered prima-facie evidence that the owner of any vehicle parked beyond such time period was the operator of such vehicle at the time of such illegal parking.

~~(i)~~ (h) No person shall stand or park a vehicle or permit a vehicle registered in his/her name to be parked in any reserved parking space or in any restricted area in any City-owned or leased off-street parking lot unless that person has rented that space. It shall be considered prima-facie evidence that the owner of any vehicle parked in a reserved space was the operator of such vehicle at the time of such illegal parking.



BY: MR. DIAZ

Amending Sections 311.02 and 311.03 of Chapter 311 of the Mansfield Codified Ordinances, "Street Obstructions and Special Uses," and declaring an emergency.

**WHEREAS**, The City administration wishes to update this code section for the betterment of the City and wishes to do so as soon as possible to better regulate obstructions, parades, assemblages, and special Events.

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

SECTION 1. That Sections 311.02 and 311.03 of the Mansfield Codified Ordinances of 1997 be, and the same is hereby, amended to read as follows:

**311.02 PARADES, ASSEMBLAGES, SPECIAL EVENTS AND STREET OBSTRUCTION PERMITS.**

- (a) **1. Permit Required.** No person, group of persons, or organization(s) shall conduct or participate in any parade, assemblage, or procession (other than a funeral procession) special event and street obstruction, herein collectively referred to as an Event, upon any street or highway, or block off any street or highway area without obtaining a permit required in subsection (c) hereof.
2. The permit or any order accompanying it may limit or prescribe reasonable conditions, including the hours, the places of assembly and of dispersal, the route of march or travel, and the streets, highways, or portions thereof which may be used or occupied.
3. Applications for such permits shall be made on such forms as may be prescribed by the Safety Service Director or designee and shall contain such information as is reasonably necessary to make a fair determination of whether a permit should be issued. Applications shall be filed not less than fourteen forty-five days before the time intended for such Event parade, procession or assemblage.
- (b) **(a) Driving Through Parades.** No driver of a vehicle shall drive between the vehicles or persons comprising an Event parade, assemblage or other authorized procession when such vehicles or persons are in motion and are conspicuously designated as an Event. parade, assemblage or a procession.
- (c) **(b) Obtaining Permit.** Any person desiring to obtain a permit for an Event parade, assemble, obstruct or hold a procession in or upon any street, park, or public grounds of the City for any purpose shall, before parading or holding such Event, obtain from the Safety Service Director or designee person designated a permit therefor, which shall be issued only after the approval of the application therefor by the Safety Service Director or designee person designated having control of the streets, parks or public grounds on which such Event parade, assemblage or procession is to be held.
- (d) **(c) Application/Permit.** Each application for a permit shall be made out in duplicate, each copy thereof to be signed by the applicant and shall be in such form as the Safety Service Director or designee shall prescribe.
- (e) **(d) Fees/Rates.** For each permit issued under the provisions of subsection (c) hereof a non-refundable application fee of twenty dollars (\$20.00) shall be paid by the applicant upon making

application therefor, provided however, that if the permit is refused such fee shall be returned to the person paying the same, with the application. If the application is submitted less than 45 days before the Event, a non-refundable application fee of fifty dollars (\$50.00) is required and shall be paid with the application. Rates to be charged for costs associated with a parade, assemblage, obstruction or procession as described in an Event are set forth in accordance with subsection ~~(i)~~ (h) hereof.

~~(f)~~ (e) **Refusal or Revocation.** The permit may be refused or ~~cancelled~~ canceled if:

(1) The Safety Service Director or **designee** ~~person designated~~ may refuse to issue such permit if the applicant or group or organization or persons represented by the applicant have previously violated the provisions of a similar permit or have violated any of the ordinances of the City or laws of the State of Ohio or of the United States in connection with a previous **Event** ~~parade or procession~~ in or upon the streets, parks or public grounds of the City or elsewhere; or if:

A. The time, place, size, or conduct of the **Event** ~~parade, assemblage, obstruction, or procession~~, including the assembly areas and route of march, would unreasonably interfere with the public convenience and safe use of the streets and highways.

B. The **Event** ~~parade, assemblage, obstruction or procession~~ would require the diversion of so great a number of police officers to properly police the line of movement, assembly area, and areas contiguous thereto so as to deny normal police protection to the Municipality.

C. The **Event** ~~parade route of march, assemblage, procession, obstruction or assembly areas~~ would unreasonably interfere with the movement of police vehicles, fire-fighting equipment, or ambulance service to other areas of the Municipality.

D. The **Event** ~~parade~~ would unreasonably interfere with another **Event** ~~parade~~ for which a permit has been previously issued.

E. The obstruction would unreasonably interfere with a construction project.

F. The applicant has previously violated the terms of a previous permit or has submitted materially false, misleading, or incomplete information on this or any permit application.

G. An emergency such as a fire or storm would prevent the proper conduct of the **Event** ~~parade, assemblage, obstruction or procession~~.

~~The permit or any order accompanying it may limit or prescribe reasonable conditions, including the hours, the places of assembly and of dispersal, the route of march or travel and the streets, highways or portions thereof which may be used or occupied.~~

(2) The permit herein provided for may be revoked at any time by the Safety Service Director or **designee** ~~person designated~~ for the reasons herein set forth for the refusal of same, provided that notice of such revocation shall immediately be given to the applicant and that within the same time and in the manner provided in subsection ~~(h)~~ (g) hereof an appeal may be taken.

(3) The provisions contained in this chapter may only be waived at the discretion of the Safety Service Director.

~~(g)~~ (f) **Appeal.** In case of the refusal to issue a permit or the revocation or suspension of a permit by the Safety Service Director or **designee** ~~person designated~~, the applicant or ~~permittee~~ **permittee** may appeal from such order to a Board of Appeals composed of the Mayor, the Director of Law, **President of Council** and the **Safety Service Director**. Notice of such appeal shall be in writing and

shall be filed with the Safety Service Director or ~~designee person designated~~ within ten days after the making of such order. The Board of Appeals, within three days after the filing with the Safety Service Director or ~~designee person designated~~ of such notice of appeal, shall proceed with the hearing of such appeal, at which hearing all parties interested shall be afforded an opportunity to be heard, and such Board of Appeals shall approve, modify or annul such order from which the appeal has been perfected, and the finding of such Board of Appeals shall be final on all parties thereto.

~~(h)~~ (g) **Payment of Costs.** Before issuance of an ~~Event parade, assemblage, obstruction or procession~~ permit under this section, the applicant shall submit an executed Permit Application and agreement with the City to pay for all City costs incurred in conducting such ~~Event parade, assemblage, obstruction or procession~~. The ~~Director~~ Safety Service ~~Director or designee~~ is authorized to execute such agreement on behalf of the City in a form as approved by City Council by ordinance from time to time. The amount required to be paid by each applicant by such agreement shall be determined by the Safety Service Director or ~~his~~ designee upon determination of the amount of traffic control and all other City regulations and services necessary after reviewing each application with regard to all relevant considerations, including, but not limited to, the length of such ~~Event parade or procession~~, the number of City officers or employees needed, and the day, time, length and route of each proposed ~~Event parade, assemblage, obstruction or procession~~.

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

### 311.03 STANDARDS FOR PERMIT ISSUANCE.

- (a) The Safety Service Director or ~~his~~ designee must issue a permit as provided for herein when, from a consideration of the application and from such other information as may otherwise be obtained, the Safety Service Director or ~~his~~ designee finds that:
- (1) The Permit Application is complete in all material respects, and all information contained in it accurately reflects the applicant's knowledge;
  - (2) The Permit Application was completed and returned to the City of Mansfield within the required time frame of 45 days prior to the Event, with the application fee;
  - ~~(1)~~ (3) The conduct of the ~~Event parade, public assembly or procession~~ will not substantially interrupt the safe and orderly movement of other pedestrian or vehicular traffic contiguous to its route or location;
  - ~~(2)~~ (4) The ~~Event parade route of march, assembly or procession~~ areas will not unreasonably interfere with the movement of emergency service vehicles;
  - ~~(3)~~ (5) The conduct of the ~~Event parade, public assembly or procession~~ will not require the diversion of so great a number of ~~police officers~~ **employees that adequate staff is not available to complete City assignments;** ~~to properly police the line of movement and the areas contiguous thereto as to prevent normal police protection of the City;~~
  - ~~(4)~~ (6) The concentration of persons, **equipment**, animals, and vehicles at public points of the ~~Event, public assembly or procession~~ will not unduly interfere with proper fire and police protection of, or ambulance service to, areas contiguous to such public assembly areas;
  - ~~(5)~~ (7) The ~~Event parade, public assembly or procession~~ is scheduled to move from its point of origin to its point of termination expeditiously and without unreasonable delays en route;
  - ~~(6)~~ (8) Provide proof of adequate sanitation and other required health facilities **shall be provided by**

the applicant and are, or will be, made available in or adjacent to any public assembly areas;

(9) The conduct of the Event is not reasonably likely to result in violence to persons or property or cause serious harm to the public;

(10) The Event is not to be held for the primary purpose of advertising a product, goods, or services or primarily for private profit and is not designed to be held primarily for profit; however, the prohibition against advertising any product, good, or Event shall not apply to signs identifying organizations or applicants furnishing or sponsoring exhibits or structures used in the conduct of the Event;

~~(7)~~ (11) There are sufficient parking places near the site of the Event ~~parade, public assembly or procession~~ to accommodate the number of vehicles reasonably expected;

~~(8)~~ (12) The applicant has secured the appropriate City resources if any are required;

~~(10) No parade, assemblage, obstruction or procession permit application for the same time and location is already granted or has been received and will be granted, and the police, fire, EMS, public works, or recreation resources required for that prior parade or public assembly are so great that in combination with the subsequent proposed application, the resulting deployment of police, fire, EMS, public works, or recreation services would have an immediate and adverse effect upon the welfare and safety of person and property; and~~

(13) The date or location of the Event is not in direct conflict with an existing Event;

(14) Any proposed use of public property, right-of-way, or facilities will not interfere with the City or the general public's normal use of the property, right-of-way, or facility;

(15) The conduct of the Event will not result in noise at a level inappropriate to the surrounding area;

~~(11) No Event is scheduled elsewhere in the City where the police, fire, EMS, public works, or recreation resources required for that Event are so great that the deployment of services for the proposed parade of public assembly would have an immediate and adverse effect upon public health, safety, or general welfare of the residents of the City.~~

~~(b) (16) No permit shall be granted that allows Event permits to be obtained with the approval of the Safety Service Director or designee allowing for the erection or placement of any structure, whether permanent or temporary, on a street, sidewalk, or right-of-way: unless obtaining a street obstruction permit with approval by the Safety Service Director or his designee for the erection or placement of the structure is obtained.~~

(17) Applicant has secured, paid for, and will maintain, until completion of the Event, appropriate insurance as set forth in the Community Event Insurance Guidelines, as shall protect the Applicant and the City, as additional insured, from claims for personal injury and property damage which may arise because of the Event. Such insurance policy shall provide sufficient and reasonable coverage with a combined single limit: bodily injury and property damage.

(b) Applicant shall provide a certificate of insurance for said policy naming the City of Mansfield as an additional insured within (10) ten days of issuance of said permit.

(1) In addition to any insurance requirements, the Applicant shall agree to protect, defend, indemnify, and hold harmless from any and all losses, claims, liens, demands, and causes of





# EVENT PERMIT APPLICATION

MAYOR JODIE A. PERRY

30 N. Diamond Street - Mansfield, OH 44902 -- Office 419-755-9736

This application and resulting permit reflect the agreed upon and intended use of City and/or public right of way property. The completed application must be submitted at least 45 days prior to the event to receive approval. Certificate of insurance, when required, should be submitted ten (10) days after approval of event. Application fee must be submitted with the application. Additional permits may be required for specific features of an event, such as fireworks, structures, liquor, etc. A comprehensive site plan must accompany this application. No application shall be accepted more than twelve months in advance of event date.  
**The need for supplemental permits and fees is noted throughout the application.**

## SECTION 1: APPLICANT INFORMATION

Name of Applicant (must be on site during the event, must be 21 years of age or older):	Date of Application:
Phone Number:	Cell:
Address:	City:
State:	Zip:
Email:	Driver's License #:

## SECTION 2: EVENT INFORMATION

Sponsoring Organization:	Name of Event:
Address:	City:
State:	Zip:
Email:	Phone:
Non-Profit Fundraiser: <input type="checkbox"/> Yes <input type="checkbox"/> No	Tax Exempt ID #:
Event Date(s):	Hours:
Set-up Date(s):	Hours:
Tear Down Date(s):	Hours:
Location of Event/Address:	Anticipated Attendance:
Has this event been held in the past? <input type="checkbox"/> Yes <input type="checkbox"/> No	Private: <input type="checkbox"/> Yes <input type="checkbox"/> No
Brief description of event (Include event layout, street map with accessible parking (see attached), vendors, amusements, attractions, etc.):	

## SECTION 3: PARKS / PAVILIONS

Rental:  \$80/Per Day Mon-Thurs  \$100/Per Day Fri, Sat, Sun or Holiday

Burton  Central Park/Gazebo  Johns  Liberty  North Lake  Prospect  South Park  Kitchen

## SECTION 4: TRAFFIC / TRANSPORTATION

Does the event propose using, closing or blocking any of the following:  
NOTE: Permits will not be granted to close local, collector, or arterial streets. Exceptions may be made on cul-de-sacs or dead-end streets where traffic is minimally impacted, and for large-scale City Events.

City Streets: <input type="checkbox"/> Yes <input type="checkbox"/> No	City Sidewalks: <input type="checkbox"/> Yes <input type="checkbox"/> No
Multi-use Paths: <input type="checkbox"/> Yes <input type="checkbox"/> No	Public Parking Lots/Spaces: <input type="checkbox"/> Yes <input type="checkbox"/> No

FOR LARGE SCALE EVENTS: Please list the proposed street closures, include street map with accessible parking (see attached):

Location:	Time: from	to



# EVENT PERMIT APPLICATION

MAYOR JODIE A. PERRY

30 N. Diamond Street - Mansfield, OH 44902 – Office 419-755-9736

<b>SECTION 5: FEES – POLICE / FIRE and other AMENITIES – PURSUANT TO CO 311</b>		
Are you hiring off-duty police officers for security or parade escort? <input type="checkbox"/> No <input type="checkbox"/> Yes	If yes, number of personnel requested:	
Will private security be hired for the event? <input type="checkbox"/> No <input type="checkbox"/> Yes	Company:	
Contact Name:	Phone #:	
<b>Additional Security:</b> Contact Traffic Section 419-755-9738	<b>Medical Plan Required for 5,000 or more attendees (see attachment A) AND APPROVAL FROM FIRE CHIEF</b>	
<b>Alcohol:</b> <input type="checkbox"/> No <input type="checkbox"/> Yes (Codified Ordinance 529.05 Ohio Revised Code 4303) <b>PERMIT REQUIRED AND APPROVAL FROM POLICE CHIEF</b>	<b>Fireworks: Contact Fire Prevention Bureau 419-755-9816 (Codified Ordinance 1519.02) PERMIT REQUIRED</b>	
Will there be a fee charged for this event? <input type="checkbox"/> No <input type="checkbox"/> Yes	Food Trucks: <input type="checkbox"/> No <input type="checkbox"/> Yes (must be self-contained)	
Signs/Banners: <input type="checkbox"/> No <input type="checkbox"/> Yes (no stakes of any kind placed in the ground of any park)	Amplification: <input type="checkbox"/> No <input type="checkbox"/> Yes (speakers, sound systems, etc.) must comply with Codified Ordinance 509.09	
<b>Trash Removal/Damaged Trash Can Charge: \$100 charge per missing and/or damaged trash can; Applicant will be responsible for any excessive ground trash left after the event. Clean-up cost will be Hourly Rate x Hours.</b>	<b>Barricades:</b> How many will be needed for your event? _____ <input type="checkbox"/> No <input type="checkbox"/> Yes - \$25.00 PICKED UP by applicant 10 or less <input type="checkbox"/> No <input type="checkbox"/> Yes - \$100.00 delivered by the City any amount	
<b>Electrical Connection (220v): \$50.00</b> <input type="checkbox"/> No <input type="checkbox"/> Yes	<b>Fencing: \$100.00 delivered by the City</b> <input type="checkbox"/> No <input type="checkbox"/> Yes	<b>Water Connection: \$50.00</b> <input type="checkbox"/> No <input type="checkbox"/> Yes
<b>APPLICATION FEE (non-refundable) MUST BE SUBMITTED WITH APPLICATION CASH, CHECK OR MONEY ORDER MADE OUT TO THE CITY OF MANSFIELD</b>		
<input type="checkbox"/> \$20.00 – 45 DAYS BEFORE EVENT		
<input type="checkbox"/> \$50.00 – LESS THAN 45 DAYS		

**SECTION 6: CERTIFICATION**

I certify the facts set forth in this Event Permit Application are true and complete to the best of my knowledge. I authorize the City of Mansfield to investigate my background, or the background of any person or entity named in the application. The City of Mansfield is hereby authorized to make any investigation of information provided in this application. The undersigned represents, stipulates, contracts and agrees, for themselves and the organization stated above, that they and said organization, jointly and severally will indemnify and hold the City of Mansfield harmless against liability for any and all claims for damages to property or injury to, or death of person(s) arising out of or resulting from the issuance of the permit or the conduct of the parade or participants.

\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_  
Date

**SECTION 7: INSURANCE**

SEE Event Insurance Guidelines to determine need for insurance      **INSURANCE REQUIRED FOR EVENT**    Yes    No

**CITY OF MANSFIELD APPROVALS**

Street Department:	Date:	<input type="checkbox"/> Approved	<input type="checkbox"/> Denied
Traffic Section Supervisor:	Date:	<input type="checkbox"/> Approved	<input type="checkbox"/> Denied
Parks Supervisor:	Date:	<input type="checkbox"/> Approved	<input type="checkbox"/> Denied
Public Works Director:	Date:	<input type="checkbox"/> Approved	<input type="checkbox"/> Denied
Safety Service Director:	Date:	<input type="checkbox"/> Approved	<input type="checkbox"/> Denied



# EVENT PERMIT APPLICATION

MAYOR JODIE A. PERRY

30 N. Diamond Street - Mansfield, OH 44902 – Office 419-755-9736

## EVENT PERMIT

The City of Mansfield recognizes that events are essential for a vibrant community and provide a distinct benefit to the local culture and economy. The permit process allows the City to create a uniform and fair process for the safe and orderly implementation of events which utilize city infrastructure, assets, and personnel. Pursuant to Section 311.02C of the Codified Ordinances of the City of Mansfield, Ohio the undersigned hereby makes application for Event Permit Application as set forth:

The City of Mansfield hereby grants to:

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

Hereinafter the "Applicant" permission to use certain City property for the purposes set forth in the Event Permit Application, attached hereto, which is made a part of this permit.

This permit is granted subject to compliance with the terms and conditions and restrictions set forth herein, including those in the Events Permit Application, to the extent not set forth herein.

1. The Applicant agrees that all City property will be used in such a way as to maintain the integrity and character of the property. The property will be restored to its original condition upon the expiration of this permit by the Applicant, including the removal of all structures, vehicles, utilities, appurtenances and debris.
2. At all times during the term of this permit, the City shall have the right of inspection to determine compliance with federal, state and local laws, and the requirements of this permit. Upon notification of a violation, the Applicant shall promptly take corrective action satisfactory to the City. Failure to take corrective action in the time and manner specified by the City may result in revocation of this permit by the City.
3. All uses and activities conducted by the Applicant under the terms of the permit shall comply with all federal, state and local laws.
4. The Applicant shall hold the City harmless and indemnify the City from and against any and all claims, demands and damages for injuries to persons including death or property and all direct costs and expenses associated therewith, including attorney fees, arising out of or resulting from the issuance of this permit, to the extent caused by the act or omission of the Applicant, their agents, employees or contractors.
5. The Applicant hereby releases the City from any and all liability resulting from injuries to person or property of the Applicant not caused by the negligent acts omissions of the City.
6. The term of this permit shall be from \_\_\_\_\_, 20\_\_ through \_\_\_\_\_, 20\_\_.
7. The Applicant agrees, when required (see Event Insurance Guidelines), to provide proof of general liability insurance, covering personal injury, bodily injury, and property damage in the form of a certificate of insurance at least ten (10) days prior to the effective date of the permit. The City of Mansfield shall be listed as an additional insured on the policy.
8. If the Event will include any fireworks, the Applicant must:
  - a. Obtain permit from Fire Prevention Bureau, 419-755-9816;
  - b. Comply with Ohio Revised Code § 3743.54, and all other federal, state and local laws regarding fireworks displays; and
  - c. Comply with all National Fire Protection Association standards regarding fireworks displays.
9. The sale or service of alcoholic beverages is not permitted on City property under this permit, unless the Applicant has obtained:
  - a. An approval from the Chief of Police; and
  - b. The appropriate liquor permit from the State of Ohio under Ohio Revised Code Title 43.

\_\_\_\_\_  
Applicant

\_\_\_\_\_  
Date

Note: Approved application must be available during Event for inspection.



# City of Mansfield

## Event Insurance Guidelines

MAYOR JODIE A. PERRY

30 N. Diamond Street - Mansfield, OH 44902 – Office 419-755-9736

The following insurance guidelines shall apply when an event is held on city property and involves any of the following:

- Expected attendance of 1,000 or more people;
- The display of fireworks;
- The sale of alcoholic beverages;
- The operation of carnival/amusement rides;
- Races/marathons/sporting events on public roads/parks/multi-use paths;
- Operation of inflatable jump/bounce house.

*The applicant/event producer must comply with the following insurance requirements to be considered for an event permit. The applicant/event producer and the vendors that are contracted by them must purchase and maintain, for the duration of event including setup and dismantling, the following types of insurance at their expense:*

1. **GENERAL LIABILITY INSURANCE:** If the applicant is a business or group, a commercial general liability insurance policy, or its equivalent, written on an occurrence basis, with a minimum of \$1,000,000 combined single limit of liability per occurrence for bodily injury, personal injury, or property damage is required. If food or beverages are to be served, then product liability coverage must also be included with a minimum of \$1,000,000 per occurrence.
  - a. **Fireworks Displays.** If the applicant/event producer intends to display fireworks, and obtains pyrotechnics permit from the City of Mansfield Fire Department, or contracts with a pyrotechnic vendor who obtains the permit, then the minimum combined single limit of liability, for all pyrotechnics displays is \$2,000,000 per occurrence. The amount may be increased at the discretion of the City based on potential risk of the event. The company that actually launches the fireworks must provide a liability certificate of insurance for \$2,000,000 per occurrence, including the City of Mansfield as an additional insured and listing the date(s) of the event.
  - b. **Individual Applicant.** If the applicant/event producer is not a business or group, but instead an applicant who is an individual, who expects more than 1,000 attendees to the event, and/or intends to serve or sell alcoholic beverages at the event, the applicant/event producer must provide proof of personal liability insurance in the amount of not less than \$500,000 combined single limit through either a homeowner's policy or other liability insurance policy by submitting a certificate of insurance.
    1. If alcohol is served or sold by the individual, the certificate of insurance must specify that the incidental/host liquor liability coverage applies for this particular event and specify the date of the event.
  - c. **Notice of Policy Cancellation.** All insurance policies must state the City of Mansfield will be notified at least ten (10) days in advance of any intent by the insurance company to cancel or non-renew the applicant/event producer's insurance coverage.



# City of Mansfield

## Event Insurance Guidelines

MAYOR JODIE A. PERRY

30 N. Diamond Street - Mansfield, OH 44902 – Office 419-755-9736

2. **LIQUOR LEGAL LIABILITY INSURANCE:** If the applicant/event producer is a business or group and intends to serve alcoholic beverages at the event and applicant is in the business of manufacturing, distributing, selling, or serving alcoholic beverages, then liquor legal liability coverage must be purchased by the actual firm which serves or sells the alcohol. It can be endorsed to the commercial general liability insurance policy or purchased separately. The minimum acceptable limit of liability per occurrence and aggregate is \$1,000,000.

a. **Host Liquor Liability Insurance.** If the applicant/event producer is a business which will serve or sell alcoholic beverages at the event and is not in the business of manufacturing, distributing, selling, or serving alcoholic beverages, then the applicant/event producer's commercial general liability policy, required above, should not include the ISO Form CG 21500989 liquor liability exclusion amendatory endorsement, or similar exclusion limiting coverage for serving or selling alcoholic beverages.

3. **COMMERCIAL JUMP/BOUNCE HOUSE.** Prior authorization is required and may be permitted in designated areas in selected city parks, Central Park is prohibited. Bounce House vendors must provide a valid "Amusement Ride Safety License" issued by the Ohio Department of Agriculture and proof of liability insurance. The public is not permitted to bring their personally owned equipment.

Bounce Houses shall not remain in City parks overnight. Bounce Houses shall be set up and removed only by trained and qualified representatives of the Bounce House Company in compliance with the manufacturer's specifications.

Bounce Houses shall be free standing and weighted. Stakes may be permitted in designated areas only within in City parks upon City approval. Confirmation of the location is required prior to the event. Bounce Houses shall not be tied or tethered to trees, tables or other park amenities or structures.

4. **OTHER.** The applicant/event producer and all vendors must list the City of Mansfield as an additional insured for the event on all commercial general liability and liquor legal liability insurance policies.

The City reserves the right to require insurance of applicants/event producers and/or vendors for activities other than those specifically mentioned above, or to increase the minimum acceptable limits of liability with the reasonable notice to the applicant/event producer.

The certificate of insurance must be submitted with the City of Mansfield Event Permit Application. Approval of insurance by the City does not in any way relieve or decrease the liability of the applicant/event producer or vendor. The City does not represent that the specified limits of liability or coverage or policy forms are sufficient or adequate to protect the interest or liabilities of the applicant/event producer or vendor.

All insurance must be placed with insurance companies with an AM Best Rating of no less the B+VI unless otherwise approved by Safety Service Director.



## ATTACHMENT A

### City of Mansfield Fire Department Special Event Medical Planning and Staffing Requirements

Event		Suggested and Required Medical Providers and Assets						
Anticipated Total Attendees	Communications Coordinator	CPR, AED, 911 Access	First Aid Station	First Aid Station (ALS)	On Site Physician	On Site Ambulance	Mobile Medical Teams	Multiple Aid Stations
5,000 - 10,000	R	R	R			S	S	
10,000 - 25,000	R	R		R	S	R	R	S
25,000+	R	R		R	R	R*	R*	R

S = Suggested; R=Required

#### **Definitions:**

**Communications Coordinator** - A dedicated person operating from a command post or event operations center with the ability to communicate with staff using radios.

**CPR, AED, 911 Access** - An Automatic External Defibrillator and at least one person trained in its operation and CPR are onsite for the duration of the event. Event staff must have the ability to call 911.

**First Aid Station** - Staffed by trained medical providers including emergency medical technicians. A first aid station that can perform a variety of non-invasive emergency procedures and basic life support procedures.

**First Aid Station (ALS)** - Staffed by trained medical providers including paramedics and registered nurses. An ALS aid station functions under a set of advanced protocols that extend BLS and include advanced assessment, protocol driven treatment and the administration of medications.

**On-site Physician** - Large, complex events require a physician to be on-site at the aid station. The physician plays a vital role in treating and releasing patients back to the event. The presence of a physician potentially mitigates the need for ambulance transports for some patients.

**On Site Ambulance** - The onsite ambulance is necessary to transport patients from the event without calling 911. The ambulance must have a dedicated crew separate from the providers staffing the aid station. The ambulance is the only asset allowed to leave the event without coverage if it must leave immediately with a patient.

\*The number of ambulances required for events over 25,000 attendees will be based on a risk assessment conducted by the Fire Code Official.

**Mobile Medical Teams** - Required for large events that may have barriers to the timely ingress of ambulances. May include foot patrol EMS crews, bicycle units, ATVs or other mobile assets.

\*The number of mobile medical teams required for events over 25,000 attendees will be based on a risk assessment conducted by the Fire Code Official.

**Multiple Aid Stations** - Events with large footprints or long routes should consider, or may be required, to have multiple aid stations.

BY: MS. MEIER

Adopting personnel positions, pay grades, and salaries for certain employees of the City of Mansfield 2025 payroll year, and declaring an emergency.

WHEREAS, the specific wages or salaries to be paid to employees holding positions designated herein shall be established in accordance with the applicable collective bargaining agreement or by Ordinance establishing salary ranges, etc., for positions excluded from collective bargaining units.

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

**SECTION 1. AIRPORT DIVISION - PERSONNEL.** The Airport Division, within the Public Service Department shall be composed of the following personnel who shall be compensated in accordance with the salary range, pay grade or hourly rates indicated:

<u>POSITION</u>	<u>SALARY/GRADE/HOURLY</u>
a. Manager + (Administrative) °	<del>\$50,000 - \$78,000</del> <b>\$60,000 - \$80,000</b>
b. Operations Supervisor	<del>\$40,000 - \$69,500</del> <b>\$50,000 - \$70,000</b>
c. Confidential Secretary °	<del>\$25,000 - \$54,500</del> <b>\$45,000 - \$60,000</b>
d. Motor Equipment Operator (4)	14
e. Laborer	11

**SECTION 2. BUILDING MAINTENANCE DIVISION - PERSONNEL.** The Building Maintenance Division within the Public Service Department shall be composed of the following personnel who shall be compensated in accordance with the salary range or pay grade indicated:

<u>POSITION</u>	<u>SALARY/GRADE/HOURLY</u>
a. Operations Supervisor	<del>\$40,000 - \$69,500</del> <b>\$50,000 - \$70,000</b>
b. Building Maintenance Aid II (2)	16
c. Laborer	11

**SECTION 3. CITY COUNCIL - PERSONNEL.** In accordance with Article III, Section 3.03 of the Mansfield City Charter, the following personnel are authorized in the office of the Clerk of City Council and shall be compensated as indicated:

<u>POSITION</u>	<u>SALARY</u>
a. Clerk of Council + (Elected)	<del>\$40,000 - \$53,500</del> <b>\$41,500 - \$55,500</b>
b. Assistant Clerk of Council + (Elected)	<del>\$40,000 - \$53,500</del> <b>\$41,500 - \$55,500</b>

Members of the majority political party of Council shall designate the Clerk of Council and members of the next ranking political party of Council shall designate the Assistant Clerk of Council and each of them shall serve at the pleasure of the party members by whom they were designated.

**SECTION 4. CIVIL SERVICE COMMISSION - PERSONNEL.** The Civil Service Commission shall be composed of the following personnel who shall be compensated in accordance with the salary range indicated:

<u>POSITION</u>	<u>SALARY</u>
a. Commissioner Civil Service (3) + (Elected)	\$3,640 - \$5,297
b. Clerk, Civil Service Commission + (Elected)	\$4,200 - \$6,540

**SECTION 5. CLEARFORK RESERVOIR DIVISION - PERSONNEL.** The Clearfork Reservoir Division within the Public Service Department shall be composed of the following personnel who shall be compensated in accordance with the salary range, pay grade, or hourly rates indicated:

<u>POSITION</u>	<u>SALARY/GRADE/HOURLY</u>
a. Operations Supervisor	<del>\$40,000 - \$69,500</del> <b>\$50,000 - \$70,000</b>
b. Supervisor I °	<del>\$35,000 - \$59,500</del> <b>\$45,000 - \$68,000</b>
c. Special Police/Maintenance Technician (2)	16
d. Motor Equipment Operator	14
e. Park Police Officer /Laborer (2)	11
f. Laborer (3)	11
g. Seasonal Park Police/Full-time Temporary (2)	State Minimum Wage - <del>\$14.00</del> <b>\$16.00</b> per hr.

**SECTION 6. ECONOMIC DEVELOPMENT DIVISION-PERSONNEL.** The following personnel are authorized for appointment in the Economic Development Division and shall be compensated in accordance with the salary range or hourly rates indicated.

<u>POSITION</u>	<u>SALARY/GRADE/HOURLY</u>
a. Economic Development Director + (Administrative)	<del>\$55,000 - \$89,000</del> <b>\$70,000 - \$90,000</b>

**SECTION 7. ENGINEERING DIVISION – PERSONNEL.** The Engineering Division within the Public Service Department shall be composed of the following personnel who shall be compensated in accordance with the salary range, pay grade, or hourly rates indicated:

<u>POSITION</u>	<u>SALARY/GRADE/HOURLY</u>
a. Chief City Engineer + (Professional)	<del>\$65,000 - \$109,500</del> <b>\$85,000 - \$115,000</b>
b. Deputy City Engineer + (Professional)	<del>\$42,682 - \$80,000</del> <b>\$65,000 - \$85,000</b>
c. Utility Development Coordinator +(Administrative)°	<del>\$60,000 - \$90,000</del> <b>\$65,000 - \$95,000</b>
d. G.I.S. Specialist + (Administrative) °	<del>\$49,000 - \$65,000</del> <b>\$55,000 - \$75,000</b>
e. Senior Project Planner + (Administrative) °	<del>\$45,000 - \$70,000</del> <b>\$55,000 - \$75,000</b>
f. Project Planner (3) + (Administrative) °	<del>\$37,500 - \$63,000</del> <b>\$45,000 - \$65,000</b>
g. G.I.S. Technician + (Administrative) °	<del>\$37,500 - \$63,000</del> <b>\$45,000 - \$65,000</b>
h. Administrative Assistant + (Administrative)°	<del>\$28,000 - \$54,500</del> <b>\$40,000 - \$55,000</b>
i. Confidential Secretary°	<del>\$22,000 - \$53,000</del> <b>\$45,000 - \$60,000</b>

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

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

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

**SECTION 9. FIRE DIVISION CIVILIAN - PERSONNEL.** The following civilian personnel authorized for appointment in the Fire Division in the Public Safety Department shall be compensated in accordance with the salary range, pay grade, or hourly rates indicated:

POSITION	SALARY/GRADE/HOURLY
a. Administrative Assistant (2)+ (Administrative)	<del>\$28,000 - \$54,500</del> <b>\$40,000 - \$55,000</b>
b. Automotive Mechanic (2)	15

**SECTION 10. FIRE DIVISION SAFETY - PERSONNEL.** The following safety personnel authorized for appointment in the Fire Division in the Public Safety Department shall be compensated in accordance with the salary range indicated:

POSITION	SALARY/GRADE/HOURLY
a. Chief of Fire + (Executive)	<del>\$70,000 - \$107,000</del> <b>\$95,000 - \$112,500</b>
b. Assistant Chief of Fire (4) + (Administrative)	<del>\$65,000 - \$98,000</del> <b>\$85,000 - \$105,000</b>
c. Captain (9)	C
d. Lieutenant (11)	L
e. Firefighter (81)	FF (P-5)

**SECTION 11. HUMAN RESOURCES DIVISION - PERSONNEL.** The following personnel are authorized for appointment in the Human Resources Division and shall be compensated in accordance with the salary range, pay grade or hourly rates indicated:

POSITION	SALARY/GRADE/HOURLY
a. Director + (Executive)	<del>\$60,000 - \$90,000</del> <b>\$75,000 - \$95,000</b>
b. Human Resources Specialist (2) + (Administrative)	<del>\$31,200 - \$54,000</del> <b>\$45,000 - \$60,000</b>
c. Risk Manager/Procurement Officer+	<del>\$40,000 - \$62,000</del> <b>\$50,000 - \$65,000</b>

**SECTION 12. INFORMATION TECHNOLOGY (IT) DIVISION – PERSONNEL.** The Information Technology Division within the Public Service Department shall be composed of the following personnel who shall be compensated in accordance with the salary range or pay grade indicated:

POSITION	SALARY/GRADE/HOURLY
a. Chief Technology Officer+ (Administrative)	<del>\$55,000 – \$75,000</del> <b>\$65,000 - \$85,000</b>
b. Computer Technician (4)	16
<b>c. Administrative Assistant</b>	<b>\$40,000 - \$55,000</b>

**SECTION 13. LAW DIRECTOR PERSONNEL.** The Law Director is authorized to appoint the following office personnel who shall be compensated in accordance with the salary range or hourly rates indicated:

POSITION	SALARY/GRADE/HOURLY
a. Deputy Law Director	\$60,000 - \$84,000
b. First Assistant Law Director + (Professional)	\$55,000 - \$84,000
c. Assistant Law Director (4) + (Professional)	<del>\$38,000 – \$71,000</del> <b>\$74,000</b>
d. Assistant Law Director (Part-Time) (1) + (Professional)	\$28,500 - \$57,000
e. Executive Assistant (2) + (Administrative)	\$31,200 - \$67,000
f. Case Coordinator (2) + (Elected) °	<del>\$18,750 - \$51,500</del> <b>\$53,000</b>
g. Victim of Crime Advocate (2) + (Administrative) °	(Per Grant)
h. Paralegal	State Minimum Wage - \$12.00 per hr.
i. Investigator + (Elected) °	\$20,987- \$28,080

**SECTION 14. MAYOR – PERSONNEL.** The Mayor is authorized to appoint the following personnel who shall be compensated in accordance with the salary range or hourly rates indicated:

POSITION	SALARY/GRADE/HOURLY
a. Mayor’s Executive Assistant +(Elected)	<del>\$31,200 – \$67,000</del> <b>\$50,000 - \$69,000</b>

**SECTION 15. METRICH ENFORCEMENT UNIT – PERSONNEL.** The Metrich Enforcement Unit within the Public Safety Department shall be composed of the following personnel who shall be compensated as set forth in the grant.

POSITION	SALARY/GRADE/HOURLY
a. Youth Coordinator (2)	(Per Grant)
b. Secretary (2)	(Per Grant)
c. Full-time Temporary *	(Per Grant)
d. Intermittent *	(Per Grant)

The Metrich Enforcement Unit Program is funded through the Governor’s Office of Criminal Justice Services.

The funding for these positions shall cease at the conclusion of the contract (grant).

\* The number of positions in a classification will vary from time to time dependent on grant funds available.

**SECTION 16. MUNICIPAL COURT – PERSONNEL.** Upon adoption by the Municipal Court of those provisions of this Section relating to personnel whose salaries are established by the Court, the Municipal Court, in addition to the Judges thereof, shall be composed of the following personnel who shall be compensated in accordance with the salary range or hourly rates indicated:

<u>POSITION</u>	<u>SALARY/GRADE/HOURLY</u>
a. Court Systems Coordinator + (Elected)	(Established by Judges)
b. Court Administrator + (Elected)	(Established by Judges)
c. Deputy Court Administrator + (Elected)	(Established by Judges)
d. Chief Probation Officer (Administrative)	\$42,000 - \$80,000
e. Special Projectors Coordinator + °	\$33,000 - \$48,500
f. Probation Officer (12) °	\$40,000 - \$67,500
g. Assignment Commissioner (2)+	\$20,000 - <del>\$60,950</del> <b>\$62,000</b>
h. Court Security Officer (Part-Time) (7) +	\$15.00 - <del>\$22.00</del> <b>\$23.00</b> per hr.
i. Confidential Secretary (6) + (Elected) °	\$35,000 - <del>\$60,000</del> <b>\$62,000</b>
j. Magistrate (2) + (Elected)	(Established by Judges)
k. Bailiff (9) + (Elected)°	(Established by Judges)

**SECTION 17. MUNICIPAL COURT CLERK – PERSONNEL.** Upon adoption of the provisions of this Section by the Clerk of the Municipal Court, the office of the Municipal Court Clerk shall be composed of the following personnel:

<u>POSITION</u>	<u>SALARY/GRADE/HOURLY</u>
a. Chief Deputy	(Established by Clerk)
b. Senior Deputy Clerk (2)	(Established by Clerk)
c. Deputy Clerk (Full-time) (13)	(Established by Clerk)
d. Deputy Clerk (Part-time) (6)	(Established by Clerk)

**SECTION 18. PARKS AND RECREATION DIVISION – PERSONNEL.** The Parks and Recreation Division within the Public Service Department shall be composed of the following personnel who shall be compensated in accordance with the salary range, pay grade, or hourly rates indicated:

<u>POSITION</u>	<u>SALARY/GRADE/HOURLY</u>
a. Superintendent + (Administrative)	<del>\$50,000 - \$78,000</del> <b>\$60,000 - \$80,000</b>
b. Administrative Assistant + (Administrative) °	<del>\$28,000 - \$54,500</del> <b>\$40,000 - \$55,000</b>
c. Carpenter/Building Maintenance Aide	16
<b>d. Maintenance Technician</b>	<b>16</b>
d. e. Park Equipment Operator (4)	11
e. f. Recreation Coordinator II	<del>\$30,500 - \$46,600</del> <b>\$38,000 - \$55,000</b>
f. g. Park Police Officer/Laborer	11

**SECTION 19. PERMITTING AND DEVELOPMENT DIVISION – PERSONNEL.** The Permitting and Development Division within the Public Service Department shall be composed of the following personnel who shall be compensated in accordance with the pay grade, salary range, or hourly rates indicated:

POSITION	SALARY/GRADE/HOURLY
a. Permitting and Development Director + (Administrative)	<del>\$42,000 - \$76,000</del> <b>\$60,000 - \$80,000</b>
b. Permitting and Development Official	<del>\$40,000 - \$70,500</del> <b>\$52,000 - \$72,000</b>
c. Administrative Assistant + (Administrative) °	<del>\$28,000 - \$54,500</del> <b>\$40,000 - \$55,000</b>
d. Housing Specialist + (Administrative) °	<del>\$40,000 - \$70,500</del> <b>\$52,000 - \$72,000</b>
<b>DEVELOPMENT SECTION:</b>	
a. Finance Officer	16
b. Rehabilitation Officer (2)	16
<b>PERMITTING SECTION:</b>	
a. Chief Building Official + (Professional)	<del>\$48,000 - \$85,000</del> <b>\$65,000 - \$90,000</b>
b. Demolition Coordinator/ Residential Inspector (licensed)	<del>\$42,000 - \$70,500</del> <b>\$45,000 - \$65,000</b>
c. Electrical Safety Inspector °	<del>\$30,250 - \$58,000</del> <b>\$45,000 - \$65,000</b>
d. Building Official (licensed)	<del>\$42,000 - \$70,500</del> <b>\$52,000 - \$72,000</b>
e. Housing Inspector (4)	13
f. Senior Account Clerk (licensed)	14
g. Account Clerk (2)	12

**SECTION 20. POLICE DIVISION – CIVILIAN PERSONNEL.** The following civilian personnel are authorized for appointment in the Police Division in the Public Safety Department and shall be compensated in accordance with the salary range, pay grade, or hourly rates indicated:

POSITION	SALARY/GRADE/HOURLY
<b>General Division</b>	
a. Confidential Secretary (3) °	<del>\$30,000 - \$54,500</del> <b>\$45,000 - \$60,000</b>
b. Crime Analyst	<del>\$34,000 - \$50,000</del> <b>\$45,000 - \$60,000</b>
c. Automotive Mechanic	15
d. Police Aide (3)	11
e. Parking Control Officer (2)	11
f. Laborer (2)	11
g. Secretary I	9
h. Clerk Typist	8
<b>Forensic Division</b>	
a. Forensic Scientist	<del>\$60,000 - \$97,500</del> <b>\$75,000 - \$105,000</b>
b. DNA Analyst	(Per Grant)
c. Operations Supervisor – Crime Lab	<del>\$40,000 - \$69,500</del> <b>\$50,000 - \$70,000</b>
d. DNA Laboratory Technician	(Per Grant)
e. Forensic Investigator	<del>\$40,000 - \$65,000</del> <b>\$45,000 - \$65,000</b>
f. Evidence Technician (3)	16
<b>Communications and Records Keeping Division</b>	

a. Principal Operations Supervisor <b>*This position shall also supervise the IT Division during any time period the position of Chief Technology Officer is vacant.</b>	\$50,000 – \$78,000 <b>\$60,000 - \$85,000</b>
b. Supervisor I – Records	\$35,000 – \$59,500
e. Police Records Clerk (10)	12
d. Transcriber Clerk (3)	13
e. b. Supervisor I – Communications (3)°	\$35,000 – \$59,500 <b>\$45,000 - \$68,000</b>
f. c. Public Safety Dispatcher (21)	16
<b>Records Division</b>	
a. Operations Supervisor	\$50,000 - \$70,000
b. Supervisor I – Records	\$45,000 - \$68,000
c. Police Records Clerk (10)	12
d. Transcriber Clerk (3)	13

**SECTION 21. POLICE DIVISION – SAFETY PERSONNEL.** The following safety personnel are authorized for appointment in the Police Division in the Public Safety Department and shall be compensated in accordance with the salary range indicated:

POSITION	SALARY/GRADE/HOURLY
a. Chief of Police + (Executive)	\$70,000 – \$112,000 <b>\$95,000 - \$115,000</b>
b. Assistant Chief of Police + (Administrative)	\$65,000 – \$105,500 <b>\$90,000 - \$110,000</b>
c. Captain (2)	C
d. Lieutenant (7)	L
e. Sergeant (13)	S
f. Patrol Officer (78)	P.O. – (P-2)

**SECTION 22. PUBLIC SAFETY-SERVICE DEPARTMENT – PERSONNEL.** The following personnel are authorized for appointment in the Public Safety-Service Department and shall be compensated in accordance with the salary range, or hourly rate indicated:

POSITION	SALARY/GRADE/HOURLY
a. Safety-Service Director + (Executive)	\$70,000 <b>\$85,000 - \$115,000</b>
b. Administrative Assistant + (Administrative)°	\$28,000 – \$54,500 <b>\$40,000 - \$55,000</b>

**SECTION 23. PUBLIC WORKS DEPARTMENT-PERSONNEL.** The following personnel are authorized for appointment in the Public Works Department and shall be compensated in accordance with the salary range or hourly rates indicate.

POSITION	SALARY/GRADE/HOURLY
a. Public Works Director + (Executive)	\$70,000 <b>\$85,000 - \$115,000</b>

**SECTION 24. SERVICE COMPLEX DIVISION – PERSONNEL.** The Service Complex Division within the Public Service Department shall be composed of the following personnel who shall be compensated in accordance with the salary range or pay grade indicated:

POSITION	SALARY/GRADE/HOURLY
a. Principal Operations Supervisor	<del>\$50,000 - \$78,000</del> <b>\$60,000 - \$85,000</b>
b. Secretary III (2)	13
c. Storekeeper	14
d. Utility Maintenance Dispatcher (3)	12
e. Confidential Secretary °	<del>\$30,000 - \$54,500</del> <b>\$45,000 - \$60,000</b>

**SECTION 25. SEWER REPAIR DIVISION – PERSONNEL.** The Sewer Repair Division, a subdivision of the Service Complex Division, within the Public Service Department shall be composed of the following personnel who shall be compensated in accordance with the salary range or pay grade indicated:

POSITION	SALARY/GRADE/HOURLY
a. Supervisor I °	<del>\$35,000 - \$59,500</del> <b>\$45,000 - \$68,000</b>
b. Foreman (2)°	<del>\$28,500 - \$53,500</del> <b>\$42,000 - \$62,000</b>
c. Sewer Camera Operator (2)	14
d. Repair Worker	13
e. Motor Equipment Operator (12)	14
f. Mason (3)	14
g. Laborer (7)	11

**SECTION 26. STREET DIVISION – PERSONNEL.** The Street Division, a subdivision of the Service Complex Division within the Public Service Department, shall be composed of the following personnel who shall be compensated in accordance with the salary range or pay grade indicated:

POSITION	SALARY/GRADE/HOURLY
a. Supervisor I °	<del>\$35,000 - \$59,500</del> <b>\$45,000 - \$68,000</b>
b. Foreman (2) °	<del>\$28,500 - \$53,500</del> <b>\$42,000 - \$62,000</b>
c. Motor Equipment Operator (12)	14
d. Senior Traffic Technician	16
e. Traffic Technician (2)	14
f. Laborer (8)	11

**SECTION 27. UTILITY COLLECTIONS DIVISION – PERSONNEL.** The Utility Collections Division within the Public Service Department shall be composed of the following personnel who shall be compensated in accordance with the salary range, pay grade, or hourly rates indicated:

POSITION	SALARY/GRADE/HOURLY
<b>OFFICE SECTION:</b>	
a. Principal Operations Supervisor	<del>\$50,000 - \$78,000</del> <b>\$60,000 - \$85,000</b>
b. Supervisor I	<del>\$35,000 - \$59,500</del> <b>\$45,000 - \$68,000</b>
c. Supervisor I / Collections Specialist °	<del>\$35,000 - \$59,500</del> <b>\$45,000 - \$68,000</b>
d. Data Analyst °	<del>\$34,000 - \$47,500</del> <b>\$40,000 - \$55,000</b>
e. Account Clerks (11)	12
<b>FIELD SECTION:</b>	
a. Foreman	<del>\$28,500 - \$53,500</del> <b>\$42,000 - \$62,000</b>
b. Installer (4)	12
c. Meter Reader	10

**SECTION 28. VEHICLE REPAIR AND MAINTENANCE DIVISION – PERSONNEL.** The Vehicle Repair and Maintenance Division, a subdivision of the Service Complex Division within the Public Service Department, shall be composed of the following personnel who shall be compensated in accordance with the salary range or pay grade indicated:

POSITION	SALARY/GRADE/HOURLY
a. Supervisor I °	<del>\$35,000 – \$59,500</del> <b>\$45,000 - \$68,000</b>
b. Foreman °	<del>\$28,500 – \$53,500</del> <b>\$42,000 - \$62,000</b>
c. Automotive Mechanic (6)	15
d. Body Shop Repair Worker (2)	15
e. Laborer	11

**SECTION 29. WASTEWATER TREATMENT DIVISION – PERSONNEL.** The Wastewater Treatment Division within the Public Service Department shall be composed of the following personnel who shall be compensated in accordance with the salary range or pay grade indicated:

POSITION	SALARY/GRADE/HOURLY
a. Manager + (Administrative)	<del>\$65,000 – \$101,000</del> <b>\$85,000 - \$105,000</b>
b. Operations Supervisor	<del>\$40,000 – \$69,500</del> <b>\$50,000 - \$70,000</b>
c. Supervisor I (Maintenance) °	<del>\$35,000 – \$59,500</del> <b>\$45,000 - \$68,000</b>
d. Environmental Compliance Supervisor I	<del>\$35,000 – \$59,500</del> <b>\$45,000 - \$68,000</b>
e. Lab Technician (2)	16
f. Computer/Electronic/Instrumentation Technician	16
g. Maintenance Technician (3)	16
h. Solids Dewatering Operator	16
i. Shift Operator I (2)	16
j. Shift Operator (5)	14
k. Sampling Aides (2)	13
l. Account Clerk	12

**SECTION 30. WATER REPAIR DIVISION – PERSONNEL.** The Water Repair Division, a subdivision of the Service Complex Division within the Public Service Department, shall be composed of the following personnel who shall be compensated in accordance with the salary range or pay grade indicated:

POSITION	SALARY/GRADE/HOURLY
a. Supervisor I °	<del>\$35,000 – \$59,500</del> <b>\$45,000 - \$68,000</b>
b. Foreman (2)°	<del>\$28,500 – \$53,500</del> <b>\$42,000 - \$62,000</b>
c. Repair Worker (6)	13
d. Motor Equipment Operator (12)	14
e. Mason	14
f. Account Clerk	12
g. Laborer (8)	11
h. Water Valve Technician (2)	14

**SECTION 31. WATER TREATMENT DIVISION – PERSONNEL.** The Water Treatment Division within the Public Service Department shall be composed of the following personnel who shall be compensated in accordance with the salary range, pay grade, or hourly rates indicated:

POSITION	SALARY/GRADE/HOURLY
a. Manager + (Administrative)	<del>\$65,000 - \$101,000</del> <b>\$85,000 - \$105,000</b>
b. Operations Supervisor (Chief Operator) °	<del>\$40,000 - \$69,500</del> <b>\$50,000 - \$70,000</b>
c. Supervisor I (2) °	<del>\$35,000 - \$59,500</del> <b>\$45,000 - \$68,000</b>
d. Laboratory Technician (2)	16
e. Maintenance Mechanic (3)	16
f. Shift Operator I (2)	16
g. Shift Operator (6)	14

**SECTION 32. MISCELLANEOUS - PERSONNEL.** In addition to those listed in a certain sections of this Ordinance, the following part-time and/or temporary personnel positions shall be established for use on an as needed or required basis by any of the departments and/or divisions listed in Sections 1 through 32 of this Ordinance.

POSITION	SALARY/GRADE/HOURLY
a. Transitional Trainee (as required) *	Salary commensurate with position being filled
b. Full-time temporary (24) **	State Minimum Wage - \$14.00 <b>\$16.00</b> per hr.
c. Intermittent (15) ***	State Minimum Wage - \$14.00 <b>\$16.00</b> per hr.
d. Interim (as required) ****	State Minimum Wage - \$14.00 <b>\$16.00</b> per hr.
*	The purpose of this position is to provide training for a period of three (3) months of a replacement for employees retiring or resigning from non-bargaining unit positions.
**	An employee who does not work more than 520 hours per calendar year.
***	An employee who does not work more than 20 hours per week and/or 1040 hours per calendar year.

**SECTION 33. FLSA EXEMPT POSITIONS.** Positions marked with a “+” are exempt from the minimum wage and overtime provisions of the Fair Labor Standards Act (FLSA), and as such are paid a salary. Incumbents of such positions are not entitled to receive overtime, compensatory time, call-in pay, stand-by pay, or any other type of premium pay for working more than the maximum hours in a workweek or work period. Incumbents are also not covered by the rules concerning the following compensation or benefits: Holiday pay, wage continuation, civil leave pay, disaster leave pay, examination leave pay, or shift-differential. Incumbents shall not receive a reduction in pay for absences of less than one day. Such employees shall follow the procedures for the deduction of vacation and sick leave of one day or more from the appropriate balances. “Executive” “Administrative” “Elected” “Professional” designates exemptions as provided by the FLSA. All unmarked positions are non-exempt from the minimum wage and overtime provisions of the FLSA and are eligible for all compensation and benefits listed herein unless otherwise provided by ordinance.

**SECTION 34. FULL-TIME POSITIONS FILLED ON PART-TIME BASIS:** Full-time positions, marked with a “°”, when vacated by means of retirement, resignation or termination, at the discretion of the appropriate appointing authority may be filled on a part-time basis. Any person filling such position on a part-time basis shall be paid on an hourly basis at a rate which falls within the salary range of the full-time position and shall not be eligible for any benefits as prescribed in the City’s Personnel Benefits

Ordinance, as amended from time to time [currently Ord. No. 21-217]. In no event shall the use of a part-time position increase the total number of positions authorized for division or department by this ordinance.

SECTION 35. That any existing Ordinances pertaining to personnel positions, pay grades and salaries of employees covered by this Ordinance shall be, and the same are hereby, repealed and/or replaced by this Ordinance.

SECTION 36. That by reason of the immediate necessity for adopting a comprehensive plan for personnel of the City of Mansfield which establishes the various authorized positions, pay grades, and salaries, this measure is determined to be an emergency Ordinance for the immediate preservation of the public peace, health, safety and welfare of the City of Mansfield and its inhabitants and providing it receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect, and be in force immediately upon its adoption, otherwise from and after the earliest time allowed by law, after its passage and approval by the Mayor.

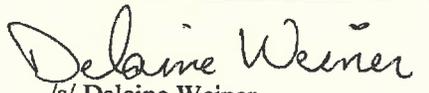
Caucus                      17 December 2024  
1<sup>st</sup> Reading                17 December 2024  
2<sup>nd</sup> Reading                \_\_\_\_\_  
PASSED                    17 December 2024

SIGNED

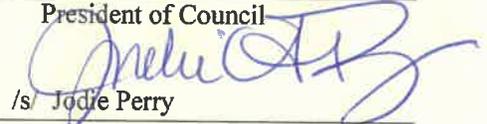
  
/s/ Phillip Scott

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

BILL #24-245

ORDINANCE # 24-246

BY: MR. FALQUETTE

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

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

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

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

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

WHEREAS, the remaining balances are \$0 in regular ARPA funds and \$0 in Revenue Replacement Funds.

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

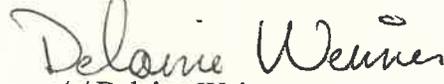
SECTION 1. This City Council does hereby approve the expenditure of funds received under the American Rescue Plan Act, as now appears on the detailed list attached hereto, in accordance with the requirements of section 9901 of the "American Rescue Plan Act" and any applicable regulations.

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

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

Caucus 17 December 2024  
1<sup>st</sup> Reading 17 December 2024  
2<sup>nd</sup> Reading \_\_\_\_\_  
PASSED 17 December 2024

  
SIGNED /s/ Phillip E. Scott  
President of Council

ATTEST   
/s/ Delaine Weiner  
Clerk of Council

APPROVED   
/s/ Jodie Perry  
Mayor

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

**City of Mansfield, Ohio**  
**American Rescue Plan Act of 2021**  
(Allocation as of December 17, 2024)

<u>Project Name</u>	<u>Ordinance</u>	<u>Project Allocation</u>	<u>Completion Date</u>
<b><u>Regular ARPA Funds</u></b>			
Award		\$ 10,995,402.00	
Police Radio Replacement	21-206	(642,524.69)	06.08.2022
Fire Station COVID Upgrades	21-206	(250,906.99)	12.29.2022
Small Business Assistance	21-206	(295,000.00)	11.20.2023
Catholic Charity	21-206	(60,000.00)	03.02.2022
3rd Street Sewer	21-206	(1,048,271.00)	11.08.2022
4th Street Sewer	21-206	(893,765.52)	10.23.2023
Water Line Design	21-206	-	09.26.2024
Municipal Court Radio Upgrades	21-268	(16,705.84)	10.06.2022
Fire Station - HVAC	21-268	(13,337.15)	01.07.2022
Police Training Facility - HVAC	21-268	(30,000.00)	07.05.2022
Police Training Facility - Furniture	21-268	(28,764.73)	02.01.2024
Engineering - Chairs	21-268	(4,358.40)	02.10.2022
Engineering - Remote Video Equipment	21-268	(3,800.00)	02.16.2022
Airport - HVAC	21-268	(460,000.00)	02.06.2023
North End Community Center	22-074	-	09.26.2024
Police Retention Payment	22-074	(461,500.00)	02.10.2023
Dispatch Retention Payment	22-074	(27,500.00)	05.20.2022
Rescue Squad Replacement	22-074	(264,092.80)	
Clearfork Dam	22-074	(1,000,000.00)	10.26.2023
Catholic Charity	22-144	(100,000.00)	10.03.2022
Police Radio Equipment	22-144	(22,981.00)	09.01.2022
Dispatch Next Gen PSCC System	22-144	(333,386.39)	09.26.2024
Fire Premium Pay	23-192	(580,500.00)	09.20.2024
Human Resources - Chairs	23-038	(2,232.00)	04.07.2023
Catholic Charity	23-038	(50,000.00)	04.10.2023
Police & Fire Central Square Software	23-079	(80,000.00)	
City Building HVAC System Renovation	23-139	(400,000.00)	02.26.2024
AFSCME Premium Pay	23-139	(600,000.00)	12.29.2023
Small Business Assistance (PAE Demo)	23-192	(250,000.00)	06.23.2024
West End Target Area Design	24-025	(200,000.00)	
Sandstone Restorations - Parks (Reduced by \$15,990.00)	24-196	(119,010.00)	
Various Park Projects (Reduced by \$40,168.27)	24-196	(334,831.73)	
Middle Park Bridge with MSE Wall (Added \$43,057.03)	24-196	(243,057.03)	
Design Industrial Waterline Loop & Sanitary System	24-196	(750,000.00)	
Sidewalk Projects - King St. & John's Park (Reduced by \$189,684.90)	24-196	(385,315.10)	
Tornado Sirens (Reduced by \$17,685.49)	24-196	(142,314.51)	
Police Command Vehicle (Reduced by \$75,000.00)	24-196	-	
Wayfinders Capital Project	24-236	(500,000.00)	
Lighting for the Multi-use Path Tunnel (Reduced by \$1,788.00)	24-236	(53,212.00)	
Public Safety Control Tower	Pending	(17,300.00)	
Walking Path Connectors (N. Lake, Middle, South & Maple Lake Parks)	Pending	(191,926.00)	
King St. Park Playground	Pending	(73,074.00)	
MPD Mobile Command Post	Pending	(65,735.12)	
<b>Regular ARPA Funds Available (as of 12/17/2024)</b>		<b>\$ 0.00</b>	
<b><u>Revenue Replacement Funds</u></b>			
Award		\$ 10,000,000.00	
MPD Mobile Security Unit (3 year lease)	21-224	(70,200.00)	01.11.2022

**City of Mansfield, Ohio**  
**American Rescue Plan Act of 2021**  
(Allocation as of December 17, 2024)

<b>Project Name</b>	<b>Ordinance</b>	<b>Project Allocation</b>	<b>Completion Date</b>
Airport Taxiway/Taxilane Drawings and Estimates	21-243	(7,735.00)	02.22.2023
Five (5) Police Cruisers-2022 Dodge Chargers	21-274	(317,225.42)	12.27.2022
Installation of Six (6) New Servers	22-005	(352,092.72)	02.24.2023
Four (4) LIFEPAK 15 V4 Monitor/Defibrillators	22-010	(77,098.52)	11.14.2022
Three (3) Police Cruisers - 2022 Ford Explorers	22-027	(230,131.82)	03.03.2023
Four (4) Desktop Computers - IT	22-040	(9,629.92)	05.24.2022
One (1) Microsoft Surface Laptop - HR	22-065	(1,986.54)	04.26.2022
Police Locker Room Improvements	22-074	(93,971.10)	03.01.2023
City Vehicles - Street Department Plow Trucks (Reduced by \$233,731.38)	22-074	(366,268.62)	12.10.2024
City Vehicles (Other Departments)	22-074	(31,555.00)	11.21.2023
MPD Training Facility (Additional Costs)	22-074	(94,000.00)	07.15.2022
Four (4) Unmarked Detective Vehicles	22-074	(97,380.00)	03.01.2023
City Building Renovation, Including Foundation (Reduced by \$86,690.20)	24-025	(4,293,309.80)	
Underground Conduit for Parking Lot Lights	22-087	(63,728.00)	07.14.2022
Storage Area Network (SAN) Unit - IT	22-118	(34,458.71)	08.19.2022
Police Compound Lift Gate	22-129	(38,537.00)	03.07.2023
Rebranding City with County and Chamber (Reduced by \$87,000.00)	22-144	(113,000.00)	
Westinghouse Demo	22-144	(500,000.00)	05.14.2024
Westinghouse Arch	22-144	(40,000.00)	
Downtown Mansfield / Destination Mansfield	22-144	(100,000.00)	10.03.2022
North End Career Fair	22-144	(20,000.00)	12.01.2022
Bike Path Extension - Trimble Road	22-162	(500,000.00)	
Backup Storage Appliance - Information Technology	22-189	(92,044.47)	12.01.2022
Website Redesign, Including Countywide Branding	22-190	(5,536.50)	11.21.2023
FAA Windcone Project Grant Match	22-209	(37,800.00)	06.26.2024
Walking Path Tunnel Under Trimble Road	23-038	(250,000.00)	
Non-Bargaining ARPA Pay	23-038	(470,000.00)	09.08.2023
Utility Collections Blast Proof Door, Glass and Materials	23-038	(48,298.00)	11.03.2023
Four (4) Police Cruisers -2023 Dodge Durangos (Reduced by \$2,489.62)	23-064	(68,761.36)	07.30.2024
Airport Security Gate	23-060	(47,090.17)	11.20.2023
Sterkel Park (Reduced by \$164.27)	23-192	(389,835.73)	
Traffic Signal Preemption	23-066	(387,000.00)	12.04.2023
Police Bearcat	23-076	(96,269.50)	
Permitting & Development Software	23-077	(80,000.00)	06.05.2024
Clearfork Dump Trailer	23-139	(48,000.00)	08.01.2024
Water Department Tractor and Mower Deck	23-139	(42,000.00)	09.05.2024
Electrification Analysis	24-196	(25,000.00)	
Oracle NetSuite Financial Management Software	Pending	(250,000.00)	
MPD Mobile Command Post	Pending	(210,056.10)	
<b>Revenue Replacement Funds Available (as of 12/17/2024)</b>		<b>\$ 0.00</b>	
<b>Total Remaining ARPA Funds</b>		<b>\$ 0.00</b>	





1120 South Tryon St.  
Suite 700  
Charlotte, NC 28203  
brightspeed.com

12/4/2024

Louis Andres  
Public Works Director  
City of Mansfield Parks and Recreation  
30 N. Diamond St  
Mansfield, OH 4402

Re: Sponsorship Agreement

Dear Louis,

We are delighted to confirm our participation as a Parks and Recreation Supporting sponsor for the Parks and Recreation Department of the City of Mansfield organized by the City of Mansfield. This letter outlines the terms governing our partnership, scheduled to take place January 1<sup>st</sup>, 2025.

Sponsorship Details: **Sponsorship and support \$30,000 (over two years 2025-2026)** Funding to be used to improve and replace playground equipment and shelter houses with matching funds at select City of Mansfield Parks.

Sponsorship Name: 2-Year Parks and Recreation Support Sponsorship

Start Date: January 1<sup>st</sup>, 2025

End Date: January 1<sup>st</sup>, 2027

As a sponsor, Brightspeed will receive the following benefits:

**Tabling Opportunity Events in 2025 and 2026**

**2025 Schedule below 2026 Schedule will be provided in December of 2025**

1. Drive Thru Easter - South Park- April 12, 2025
2. Bike-a-Palooza with Mansfield Police- North Lake Park- May 17, 2025
3. Bike & Hike Trail Dedication – North Lake Park- May 23, 2025 (Possible hand out Frisbees with logos for the NEW frisbee golf course along bike trail)
4. Summer Sun Fest- Liberty Park -July 12, 2025 (Community gathering and basketball event)
5. Drive Thru Trick or Treat - Liberty Park- October 25, 2025 (Handouts as cars drive through)

**Frisbee Golf Course Project Major Sponsor**



- The City of Mansfield will earmark \$10,000 of Brightspeed's sponsorship dollars towards a fund-raising dollar match for their 19-hole Tournament Frisbee Golf Course project that is in association with the Ohio Realtors Association. This new golf course will be located at the City's Middle Park property. This project will fund the golf baskets, tee signage, benches, course maps, trash cans, and free Frisbees provided to players through the City Library.
- Using the earmarked dollars, Brightspeed will match fund raising contributions up to \$10,000.
- The City of Mansfield will be responsible for the organization and promotion of the fundraising event.
- Brightspeed will be recognized as a major sponsor/donor for the project in all printed materials, social media posts, and website advertising.
- Brightspeed will have logo placement on the City of Mansfield's applicable webpage with click through enablement to [www.brightspeed.com/lovefiber](http://www.brightspeed.com/lovefiber) for the duration of the agreement
- Brightspeed will have the opportunity to brand 1 of the new 19 holes in a way that makes sense for both parties
- Brightspeed will have the opportunity to have brand recognition on the frisbees that will be provided to players for free.

### **Bike & Hike Trail Map**

City of Mansfield will be printing 15,000 foldable trail maps in format 16" X 18" to be distributed throughout the city, county and Central Ohio region that will have Brightspeed Logo recognition

City of Mansfield will provide ad space on the new trail map with logo and messaging approved by Brightspeed

Sponsorship AD - \$1500 in Value with design space size & guidelines provided upon approval

- The City of Mansfield will provide partial design and printing costs for the revised map. (Estimated Total cost \$ 5,680) as in-kind trade to Brightspeed if Brightspeed can provide free Wi-Fi coverage to the select parks with the City of Mansfield.

### **Free Wi-Fi Park Hotspots**

If possible, Brightspeed will provide WiFiWi-Fi coverage, monthly service fees, and installation in select park areas as agreed to by both parties for the term of the agreement. For this in-kind transaction Brightspeed will receive the following Assets from the City of Mansfield.

- General Brightspeed branding Signage at park locations agreed upon by both parties
  - Brightspeed to provide signage
- Custom signage for public awareness and access to Wi-Fi hotspot provided by City of Mansfield
- City of Mansfield will promote Wi-Fi Coverage via their Parks map brochure
- City Parks will identify the parks that they require Wi-Fi coverage
- Brightspeed will determine if coverage can be made available

Press release drafts are to be submitted to Brightspeed no later than five days prior to publication for review and approval.



Documentation or proof of the sponsorship benefits outlined above must be provided to your Brightspeed by the due by date listed in Exhibit B. If providing social media posts, please provide social pages and handles to your Brightspeed point of contact.

Each Party grants the other Party a limited, non-exclusive license to use their respective logos solely for promotional and marketing purposes related to the event. The Brightspeed logo should be used in the form provided on the attached Exhibit A. All uses of a logo by a Party must be approved by Brightspeed in advance. This license is valid only for the duration of the event Agreement.

The parties agree that Brightspeed can use the designation in connection with its advertising, marketing and promotion, including, without limitation, in connection with its sponsorship of the Event:

“Proud Partner of the City of Mansfield”

“Proud Partner of the City of Mansfield Parks and Recreation Department”

“Exclusive/Official Fiber Internet Provider/Sponsor/Partner of the City of Mansfield Parks and Recreation”

City of Mansfield Parks and Recreation will not grant any sponsorship rights to any third party with respect to any products or services in the “Exclusive Categories” (as that term is defined below).

For purposes of the foregoing, the term “Exclusive Categories” shall refer to any products or services in the following categories:

- Internet/Wi-Fi service providers
- Home and business telephone communication products and services
- Wireless telephone communication service providers, such as including but not limited to ATT, Verizon Wireless, T-Mobile

Brightspeed agrees to pay the sponsorship fee of **\$30,000 by December 31<sup>st</sup>, 2024.**

Both parties agree to collaborate on press releases, social media announcements, and other promotional activities related to the sponsorship.

City of Mansfield Parks and Recreation agrees to indemnify and hold harmless Brightspeed from any claims, damages, or liabilities arising out of the sponsorship, except for claims related to Brightspeed’s products or services.

The City of Mansfield Parks and Recreation agrees to only share data with Brightspeed for customers who have opted into marketing messages for the City of Mansfield Parks and Recreation and its partners.



Either party may terminate this agreement upon written notice if the other party fails to fulfill any material terms of this agreement. In the event of such termination, the party terminating the agreement shall be entitled to a pro-rata refund of any fees paid to the other party.

Both parties agree to comply with all applicable laws and regulations.

Please sign and return a copy of this agreement to confirm the details. We look forward to a successful partnership and a memorable partnership.

City of Mansfield Parks and Recreation

Brightspeed Broadband, LLC

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

Louis Andres

Karen Tarzon

\_\_\_\_\_  
Name Typed or Printed

\_\_\_\_\_  
Name Typed or Printed

Public Works Director

Director – Content Marketing

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**EXHIBIT A**

**Brightspeed Logo**

<https://www.brandox.com/brightspeed-partners>

**Brightspeed Social Tags**

Facebook: @gobrightspeed

Instagram: @gobrightspeed

X: @gobrightspeed

LinkedIn: Brightspeed



**Exhibit B**

**Sponsorship benefit executed by due date**

<b>Sponsorship benefit promised</b>	<b>Sponsorship benefit executed by due date</b>
<b>All Other Assets</b>	
Park signage	Prior to March 30 <sup>th</sup> 2025
Tabling Events	Prior to March 30 <sup>th</sup> 2025
Wi-Fi Signage	Prior to March 30 <sup>th</sup> 2025
Trail and Hike Map	Prior to March 30 <sup>th</sup> 2025

BILL #24-247

ORDINANCE # 24-248

BY: MR. FALQUETTE

Authorizing the Safety Service Director to enter into a contract with Oracle NetSuite Enterprise Software Company for financial management software, and declaring an emergency.

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

SECTION 1. That the Safety Service Director be, and hereby, authorized to execute on behalf of the City of Mansfield, Ohio, a contract for financial management software with Oracle NetSuite Enterprise Software Company, 2300 Oracle Way, Austin, Texas, 78741. The software cost is Five Hundred Ten Thousand Two Hundred Seventy-One and 80/100 Dollars (\$510,271.80) over Five (5) years billed annually at One Hundred Two Thousand Fifty-Four and 36/100 (\$102,054.36). The implementation fees and expenses are Four Hundred Fifty-Three Thousand One Hundred Fifty-One and 00/100 Dollars (\$453,151.00).

SECTION 2. That the amount authorized under Section 1, not to, shall be partially paid from the American Rescue Plan (ARP) Fund (#221) in the amount of Two Hundred Fifty Thousand and 00/100 Dollars. The Information Technology Fund (#602) will pay the remaining costs.

SECTION 3. That by reason of the immediate necessity to encumber American Rescue Plan Funds by December 31, 2024, this measure is determined to be an emergency Ordinance for the immediate preservation of the public peace, health, safety, and welfare of the City of Mansfield and its inhabitants and providing it receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect 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 17 December 2024  
1<sup>st</sup> Reading 17 December 2024  
2<sup>nd</sup> Reading \_\_\_\_\_  
PASSED 17 December 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

Bill # 24-248

BY: MR DIAZ

**CONSENT LEGISLATION**

24 - 249

Ordinance/Resolution No.

PID No. 116657

Project Name RIC-71-10.76

The following 24 - 249 enacted by the City of Mansfield of Richland County, Ohio,  
(Ordinance/Resolution)  
hereinafter referred to as the City, in the matter of the stated described project.

**SECTION I - Project Description**

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

To perform the following work:

Asphalt Concrete Overlay with Repairs  
RIC-71-10.76 (SR 13) to 15.455 (Bridge over Mount Zion Rd)

Partial Depth / Full Depth Spot Pavement Repairs  
RIC-71-15.455 (Bridge over Mount Zion Rd) to 20.636 (Ashland county line)

This project is currently scheduled to be constructed summer of 2026

NOW THEREFORE, be it ordained by the City of Mansfield of Richland County, Ohio.

**SECTION II - Consent Statement**

Being in the public interest, the City gives consent to the Director of Transportation to complete the above described project.

**SECTION III - Cooperation Statement**

The City shall cooperate with the Director of Transportation in the above described project as follows:

- 1) *The City gives consent for the above improvement,*
- 2) *No funds are required from the City except that the City agrees to assume and bear one hundred percent (100%) of the total cost for added construction items requested by the City and not necessary for the improvement as determined by the State and the Federal Highway Administration.*

**SECTION IV - Maintenance**

Upon completion of the described Project, and unless otherwise agreed, the City shall:

- 1) *Provide adequate maintenance for the described Project in accordance with all applicable state and federal law;*
- 2) *Provide ample financial provisions, as necessary, for the maintenance of the described project;*
- 3) *Maintain the right-of-way, keeping it free of obstructions; and hold said right-of-way inviolate for public highway purposes.*

**SECTION V – Utilities and Right-of-Way Statement**

If City owned utilities, within a corporation limit or in a private easement outside corporation limits, need to be relocated due to this ODOT project, the City will be reimbursed for any relocation work; ODOT will perform the coordination, relocation, and reimbursement which shall comply with the current provisions of 23 CFR 645 and the ODOT Utilities Manual.

If other public and private utilities need to be relocated due to this ODOT project they will not be reimbursed for relocation; with exceptions due to an easement, etc.

**SECTION VI - Authority to Sign**

The \_\_\_\_\_ of said City of Mansfield is hereby empowered on behalf  
(Contractual Agent)  
of the City of Mansfield to enter into contracts with the Director of Transportation  
necessary to complete the above described project.

Passed: December 17, 2024.  
(Date)

Attested: Delaine Warner \_\_\_\_\_  
(Clerk) (Officer of City- title)

Attested: \_\_\_\_\_  
(Title) (Mayor)

24 - 249

This \_\_\_\_\_ is hereby declared to be an emergency measure to expedite the highway  
(Ordinance/Resolution)  
project and to promote highway safety. Following appropriate legislative action, it shall take  
effect and be in force immediately upon its passage and approval, otherwise it shall take effect  
and be in force from and after the earliest period allowed by law.

PID No. 116657  
Project Name RIC-71-10.76

**CERTIFICATE OF COPY**  
**STATE OF OHIO**  
City of Mansfield of Richland County, Ohio

I, Delaine Weiner, as Clerk of the City of Mansfield of Richland County, Ohio,  
24-249

Do hereby certify that the foregoing is a true and correct copy of \_\_\_\_\_ adopted by  
(Ordinance/Resolution)

the legislative Authority of the said City of Mansfield on this 17 day of DEC., 2024,

that the publication of such 24-249 has been made and certified of record according to  
(Ordinance/Resolution)

law; that no proceedings looking to a referendum upon such 24-249 have been taken;  
(Ordinance/Resolution)

and that such 24-249 and certificate of publication thereof are of record in  
(Ordinance/Resolution)

24-249 Page \_\_\_\_\_  
(Ordinance/Resolution)

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, if applicable, this 17 day of December 2024.

Delaine Weiner

Clerk Signature

City of Mansfield of Richland County, Ohio.

(SEAL)  
(If Applicable)

The foregoing is accepted as a basis for proceeding with the project herein described.

For the City of Mansfield of Richland County, Ohio

Attest: \_\_\_\_\_, Date \_\_\_\_\_  
Contractual Officer

BILL #24-249\*

ORDINANCE # 24-250

BY: MR. DIAZ

Authorizing the Public Works Director to enter into a contract or contracts for resurfacing certain streets.

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

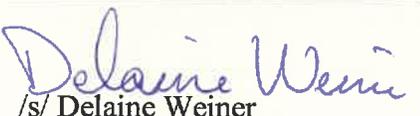
SECTION 1. That the Public Works Director be, and he is hereby, authorized in the manner provided by law, to enter into a contract or contracts with the lowest and best bidder or bidders for the improvement of streets and park roads by resurfacing the present paved area with asphalt concrete, all in accordance with plans, estimates, and specifications now on file with the City Engineer.

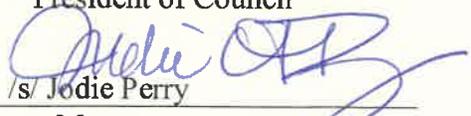
SECTION 2. That the cost for sewer-related improvements shall be paid from Sewer Fund Non-Departmental (503.99.99) Contractual Services Classification, and the cost for water-related improvements shall be paid by the Water Fund Non-Departmental (502.99.99) Contractual Services Classification. The remaining cost of the improvements, including laboratory testing and inspection services authorized in Section 1 hereof, shall be paid from the Street Resurfacing Fund, Street Department Operations (404.53.01), Contractual Services Classification.

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

Caucus 17 December 2024  
1<sup>st</sup> Reading 17 December 2024  
2<sup>nd</sup> Reading 17 December 2024  
PASSED 17 December 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

\* Publication required.



BILL #24-251

ORDINANCE # 24-252

BY: MRS BURNS

Authorizing the Public Works Director to enter into a Scope of Work No. 3 to the Master Services Agreement between Utility Service Co., Inc. and the City of Mansfield.

**WHEREAS**, The City of Mansfield entered into a Master Service Agreement authorized by Ordinance # 17-029 passed on February 21<sup>st</sup>, 2017, for multi-year asset management, including the engineering, repair, sustainability, water quality management, and maintenance of water storage tanks and appurtenant facilities, and

**WHEREAS**, The Scope of Work No. 3 is developed under the framework of said Master Service Agreement.

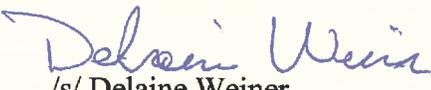
**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MANSFIELD, STATE OF OHIO:**

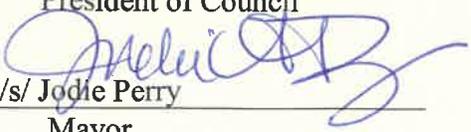
SECTION 1. That the Public Works Director be, and they are hereby, authorized to enter into a Scope of Work No. 3 to the Master Services Agreement between Utility Service Co., Inc. and the City of Mansfield for the installation and maintenance of a Trihalomethane Removal System to be installed at the Woodland Reservoir. Scope of Work No. 3 is attached as Exhibit "A." The entire cost of improvements authorized in Section 1 shall be paid from the Water Fund (#502).

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

Caucus	<u>17 December 2024</u>
1 <sup>st</sup> Reading	<u>17 December 2024</u>
2 <sup>nd</sup> Reading	<u>17 December 2024</u>
PASSED	<u>17 December 2024</u>

SIGNED   
 /s/ Phillip E. Scott  
 President of Council

ATTEST   
 /s/ Delaine Weiner  
 Clerk of Council

APPROVED   
 /s/ Jodie Perry  
 Mayor

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

SCOPE OF WORK NO. 3  
TO THE MASTER SERVICES AGREEMENT BETWEEN  
UTILITY SERVICE CO., INC.  
AND  
CITY OF MANSFIELD, OH

---

**TRICHALOMETHANE REMOVAL SYSTEM (TRS)  
INSTALLATION & MAINTENANCE – WOODLAND 12MG CONCRETE RESERVOIR TANK**

---

- 1. Effective Date.** The Effective Date for this Scope of Work No. XX ("SOW3") shall be November \_\_\_\_\_, 2024.
- 2. Term.** This SOW3 shall commence on the Effective Date and shall continue in full force and effect for one year ("Contract Year 1"). This SOW3 will automatically renew for nine (9) successive one-year terms ("Contract Years") unless terminated as set forth in Section 9 of the Master Services Agreement. At the end of the ten (10) year term, the parties may negotiate an extension via written amendment, to be signed by both parties. For purposes of this SOW3, "Contract Year" shall mean the 12-month period which commences on the first day of the month when the SOW3 is executed by the Owner and each successive 12-month period thereafter (hereinafter, "Contract Year" or collectively, "Contract Years").
- 3. Description of TRS Installation and Company's Obligations.** The Company shall provide all labor, equipment, and materials to complete installation for the TRS. The Company will assist with requesting the necessary approvals and permitting from the appropriate regulatory agencies. This assistance includes: preparation of approval documents such as reports summarizing scope of work, application forms, conceptual and installation drawings, manufacture design report and product data, and any follow up documentation necessary. The Company will also assist with submission of the completion certificate to the appropriate regulatory agency upon satisfactory installation of the TRS.

Tank Name	Size and Type	Proposed Equipment
WOODLAND 12MG CONCRETE RESERVOIR TANK	12MG BURIED CONCRETE	Four (4) Model TRS 50 (15HP) Aqua-jet Surface Mechanical Aerator. Two (2) PAX Water Mixer (PWM) Model 400-VAM. Two (2) PAX Power Vent (PPV) Model 400. Two (2) 24-in diameter non-clog AWWA tank vent.

A date shall be coordinated by both parties for draining of the tank and installation of the TRS. The interior and lower floor and walls of the tank will be cleaned using a pressure washer to remove all mud, silt, and foreign sediment. The tank is not to be rigged to pressure wash the upper walls above the high water line and roof unless specified by this SOW3. The wash water and sediment will be removed from the tank and hauled offsite via an HVAC truck provided by the customer.

The Company will furnish all electrical control boxes and conduit on the tank. The Owner will furnish a licensed, certified electrician to provide final connection between equipment and panels.

Upon completion of the TRS installation, the tank will be disinfected by the Company in accordance with AWWA C652 Spray Method #2. The tank will be sealed and made ready for service by the Company. The Owner will be responsible for filling and any required testing to return the tank back to service. If required testing fails Owner will be required to drain the tank for the Company to disinfect the tank. Once the tank is filled, the Company will power up the TRS and complete an electrical and control panel operational check to verify power operation.

#### **4. TRS Maintenance Program.**

The TRS Maintenance Program provides for a warranty on equipment and labor during the life of this SOW3. Company shall provide an annual inspection of the operation of the TRS system, provide all labor, materials, equipment, and software to maintain the system operation. Company shall respond to any performance issues such as equipment faulting or failure in a reasonable timeframe to minimize downtime and associated operational impacts. Company shall provide shut-down of equipment for winter and start-up of equipment in spring.

The parties agree that the scope and fees defined herein are subject to renegotiation by the Company during the ten (10) year term due to potential equipment changes or availability. Owner agrees to renegotiate the terms in good faith. If the parties cannot agree on terms via renegotiation, Company shall have the right to terminate, and shall provide thirty (30) day written notice to of termination to Owner.

5. **Owner's Obligations.** The Owner shall furnish 480V 3-phase grid power to the base of the tank, and will be responsible for all trenching, conduit, wire within conduit, and electrical connections to the base of the tank. The Owner's electrical contractor will review scope of work with Company prior to project start. The Owner will furnish a licensed, certified electrician as required for the electrical work up to the equipment control panels and ensure the final connections are properly installed. If applicable, Owner will be responsible for connecting their SCADA to the supplied control panel.

In order to service the TRS system, the Company will require access to the system. Owner is responsible for draining, filling, required testing, and providing said access. The Company will work with the Owner to schedule the best time for this service. After Company access is completed, the tank will be disinfected by the Company in accordance with AWWA C652 Spray Method #2. The tank will be sealed and made ready for service by the Company. The Owner will be responsible for filling and any required testing to return the tank back to service. If required testing fails, Owner will be required to drain the tank for the Company to disinfect the tank.

6. **Contract Price/Annual Fees.** For the performance of the Services required by Section 3, the Owner shall pay the Company an annual fee (hereinafter, "Annual Fee") for each Contract Year of the SOW3. The first **three (3)** Annual Fees shall be **\$262,469**. Each Contract Year thereafter, the Annual Fee shall be adjusted to reflect the current cost of service. The adjustment of the Annual Fee shall be limited to a maximum of 5% annually.

All applicable taxes are the responsibility of the Owner and are in addition to the stated costs and fees in this SOW3.

7. **Payment Terms.** The Annual Fee for Contract Year 1, plus all applicable taxes, shall be due and payable as follows: twenty percent (20%) within 30 days of execution of this SOW3, twenty percent (20%) when equipment is delivered, and sixty percent (60%) upon completion.. **Each subsequent Annual Fee, plus all applicable taxes, shall be due and payable on the first day of each Contract Year thereafter.** If the Annual Fee, plus all applicable taxes, are not paid within ninety (90) days of the date of invoice, the Company may charge the Owner a late fee on the unpaid balance and may also terminate or suspend Services under this SOW3 without notice. The late fee will be 1.5% per month.
  
8. **Changes or Delays to Services.** For purposes of this Section 6, **"Unreasonable Delay"** shall mean the Owner's delay in releasing the tank or making the tank available to the Company for the performance of any of the Services described herein for a period of twenty-four (24) months following the Company's written request for release or access to the tank. In the event of Unreasonable Delay, the Company reserves the right to recover its reasonable costs related to the Unreasonable Delay, and the Owner agrees to negotiate with the Company in good faith to determine the amount of its reasonable costs caused by such Unreasonable Delay.
  
9. **Environmental, Health, Safety, Labor, or Industry Requirements.** The Owner hereby agrees that the promulgation of, enactment of, or modification to any environmental, health, safety, or labor laws, regulations, orders, or ordinances (e.g., EPA or OSHA regulations or standards) following the Effective Date of this SOW3, which cause an increase in the cost of the maintenance, will be just cause for an equitable adjustment of the Annual Fees in this SOW3. Furthermore, modifications to industry requirement(s) including, but not limited to, standard(s) or other guidance documents issued by the American Water Works Association, National Sanitary Foundation, and the Association for Materials Protection and Performance, which cause an increase in the cost of the maintenance of the Tank, will be just cause for an equitable adjustment of the Annual Fees in this SOW3. Said equitable adjustment of the Annual Fees in this SOW3 will reasonably reflect the increased cost of the Services with newly negotiated Annual Fee(s).  
  
The Parties agree that the Company's Annual Fees are based on the Owner's representation that the work to be performed under this SOW3 is not subject to prevailing wage requirements. The Owner agrees to notify the Company immediately, if the Company's work is (or will become) subject to prevailing wage requirements, so that the Company may submit revised amounts for Annual Fees.
  
10. **Termination.** This SOW3 is an annual contract that shall automatically renew on an annual basis for successive Contract Years so long as: (i) the Owner pays each Annual Fee to the Company in accordance with the terms herein and (ii) does not terminate the SOW3 pursuant to the terms of this Section. This SOW3 is subject to termination by the Owner only at the end of the then-current Contract Year if written notice of intent to terminate is received by the Company at least ninety (90) days prior to the first day of the upcoming Contract Year. If the notice of intent to terminate is not received at least ninety (90) days prior to the first day of the upcoming Contract Year, this SOW3 shall renew for an additional Contract Year and expire at the end of the upcoming Contract Year. In such an event, the Owner agrees that it shall be responsible to pay the Annual

Fee for the upcoming Contract Year. The notice of intent to terminate must be sent by certified mail, with return receipt requested, to Utility Service Co., Inc., Attention: Customer Service, Post Office Box 1350, Perry, Georgia 31069, and signed by three (3) authorized voting officials of the Owner's governing body (e.g., commission or council). Notice of intent to terminate cannot be delivered electronically or verbally (e.g., email, text, phone call, etc.). The Owner acknowledges and agrees that the Company has advanced Services to the Owner, and the Company has not received full payment for the Services previously performed. Therefore, if the Owner elects to terminate this SOW3 prior to remitting the first three (3) Annual Fees, then the unpaid balance of the first three (3) Annual Fees shall be due and payable within thirty (30) days of the Owner's issuance of the notice of intent to terminate at the end of the then-current Contract Year.

11. **Warranty.** All equipment supplied by the Company is warranted to be free from material defects and workmanship under normal use and service during the term of this SOW3. The Company's obligation under this warranty is limited to repairing or replacing, at the Company's option, any equipment or part found to the Company's satisfaction to be so defective.

Warranty Type	Warranty Period
Pax Water Mixer (PWM)	Five (5) Years
All Other Equipment	One (1) Year
All Labor	One hundred twenty (120) Days

This warranty and the TRS Maintenance Program does not cover damage resulting from misuse, accident, negligence, abuse, alteration, vandalism or from improper operation, maintenance, improper alignment, modification, or adjustment by anyone other than the Company. If Owner or others repair, replace, or adjust equipment or parts without the Company's prior written approval, the Company is relieved of any further obligation to the Owner under this section with respect to such equipment or parts.

The Company's liability for breach of these warranties (or for breach of any other warranties found by a court of competent jurisdiction to have been given by the Company) shall be limited to: (a) accepting return of such equipment and (b) refunding any amount paid thereon by the Owner (less depreciation at the rate of 15% per year if the Owner has used equipment for more than thirty [30] days), and canceling any balance still owing on the equipment and (c) in the case of service, at the Company's option, redoing the service, or refunding the purchase order amount of the service or portion thereof upon which such liability is based. These warranties are expressly in lieu of any other warranties, express or implied, and the Company specifically disclaims any implied warranty of merchantability or fitness for a particular purpose, and in lieu of any other obligation or liability on the part of the Company whether a claim is based upon negligence, breach of warranty, or any other theory or cause of action. In no event shall the Company be liable for any consequential, incidental, indirect, special or punitive damages of any kind. Owner's failure to properly operate the equipment in accordance with good industry practices or specific recommendations of the Company shall void any warranty as defined herein.

12. **Excessive Inflation.** In the event that the aggregate of the Annual Inflation Rates (defined hereinbelow) established for two (2) consecutive calendar years during the term of this SOW3 exceeds 12% in total, the Owner and the Company agree to renegotiate the Annual Fees and increase the Annual Fees throughout the remaining term of this SOW3

to compensate the Company for the excessive inflation. For purposes of this provision, the "Annual Inflation Rate" for each calendar year shall be established by the *Engineering News Report – Construction Cost Index ("ENR-CCI")*. In the event that the ENR-CCI index is discontinued, the Owner and the Company will negotiate and agree to an alternative index or methodology to address the excessive inflation. For illustrative purposes, if a SOW is executed in 2022, the first equitable adjustment could not be made until both the 2023 inflation rate and the 2024 inflation rate have been established. If the annual inflation rates for 2023 and 2024 are 5.0% and 7.1%, respectively, the Owner and the Company agree to renegotiate the current year's Annual Fee as well as the remaining Annual Fees for the remainder of the term of the SOW to address the excessive inflation.

**13. Ohio Revised Code § 9.29.**

a. The Owner is not required to make total payments in a single year that exceed the excess of (a) the Owner's water utility charges over (b) the operating expenses of the water system payable from such charges and the principal, interest, and other debt charges, including reserves and coverage requirements, for outstanding debt due in that year.

b. The work performed under this Agreement shall be performed under the supervision of a professional engineer licensed under Chapter 4733 of the Revised Code, who certifies that the work will be performed in compliance with all applicable codes and engineering standards.

c. If, on the date of commencement of the Agreement, the water tank or appurtenant facilities require engineering, repair, sustainability, water quality management, or service in order to bring the tank or facilities into compliance with federal, state, or local requirements, the Company must provide the engineering, repair, sustainability, water quality management, or service. The cost of the work necessary to ensure such compliance shall be itemized separately and may be charged to the Owner in payments spread over a period of not less than three years from the date of commencement of the Agreement or SOW. The charges shall be paid after provision is made to pay operating expenses and the principal, interest, and other debt service charges, including reserves and coverage requirements for outstanding debt due in that year.

The Parties hereby execute this SOW3 by their duly authorized representatives as of the date(s) set forth hereinbelow.

OWNER

COMPANY

City of Mansfield, OH

Utility Service Co., Inc.

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

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

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

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

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

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

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

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



## WAIVER AGREEMENT MAIN STREET CORRIDOR IMPROVEMENT PLAN

THIS AGREEMENT is made and entered into as of the date of the last signature below by and between the Board of Commissioners, Richland County, Ohio ("Board"), with its principal place of business located at 50 Park Ave. East, Mansfield, Ohio 44902 under the authority of formal action taken on \_\_\_\_\_, 2024, and the City of Mansfield ("City"), with its principal place of business located at 30 N. Diamond St., Mansfield, Ohio 44902 under the authority of City Ordinance No. \_\_\_\_\_ adopted \_\_\_\_\_, 2024.

WHEREAS, the City plans to construct a Main Street Corridor Improvement Plan that includes replacing water mains, storm sewers, streetscape amenities, streetscape furnishings, decorative hardscape, sidewalks, curb ramps, signals, landscaping and lighting (the "Project"); and

WHEREAS, new installations, such as mid-block pedestrian crossings, seating and decorative walls/fencing, brick crosswalks, brick hardscape, traffic control devices, irrigation, fiber, wayfinding signage and two decorative arches are included in the Project; and

WHEREAS, the total cost of the project is estimated to be in excess of \$19 million; and

WHEREAS, the City anticipates a \$450,000.00 gap in funding for the Project after the City's appropriation(s) and any other sources of funding are secured; and

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

WHEREAS, the City is requesting the Board waive \$450,000.00 of the amount the City is required to pay to the Board pursuant to the Agreement to House Prisoners dated September 20, 2008 (the "Jail Contact") so that the City can appropriate an additional \$450,000.00 to cover the

above-referenced anticipated gap in funding.

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

1. The City agrees to appropriate, at a minimum, an additional \$450,000.00 of City funds toward the Project.
2. The Board agrees to a one-time waiver of \$450,000.00 on the City's Jail Contract payment obligation in the form of a \$450,000.00 credit toward the quarterly invoice issued by the Board that first follows the full execution of this Waiver Agreement.
3. This Agreement (a) shall be limited to this waiver, (b) shall not be deemed to waive any other covenant, agreement, or obligation of the City under the Jail Contract, (c) shall not be deemed a precedent for the granting of any future waiver requested by the City, and (d) if the Project is cancelled or otherwise not completed by December 31, 2027 (unless further extended by mutual written agreement of the parties), this Agreement is null and void, and any credit received by the City pursuant to this Agreement toward the City's Jail Contract obligation is rescinded and the amount of the credit shall be promptly due and payable in addition to contracted charges.

**CITY OF MANSFIELD**

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

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

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

\_\_\_\_\_  
By: Keith Porch  
Title: Safety-Service Director

\_\_\_\_\_  
Anthony Vero

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

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

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

BILL #24-253

ORDINANCE # 24-254

BY: MRS MEIER

Authorizing the Safety Service Director to enter into a contract to purchase, without competitive bidding, from Farber Specialty Vehicles, 7052 Americana Parkway, Columbus, Ohio, 43068, (1) Coach Style Command Post, for the Police Department, at an approximate cost of Eight Hundred Sixty-Two Thousand Seventy-Nine and 00/100 Dollars (\$862,079.00), and declaring an emergency.

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

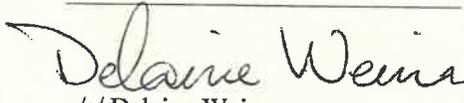
**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MANSFIELD, STATE OF OHIO:**

SECTION 1. That the Safety Service Director be, and is hereby, authorized to enter into a contract to purchase, without competitive bidding, from Farber Specialty Vehicles, 7052 Americana Parkway, Columbus, Ohio, 43068, (1) Coach Style Command Post, for the Police Department, at an approximate cost of Eight Hundred Sixty-Two Thousand Seventy-Nine and 00/100 Dollars (\$862,079.00), which includes a trade-in credit from the vendor of Twenty-Five Thousand Dollars and 00/100 Dollars (\$25,000.00), for a 1994 Ford Command vehicle.

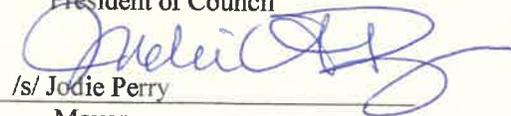
SECTION 2. That the amount authorized under Section 1, not to exceed Eight Hundred Sixty-Two Thousand Seventy-Nine and 00/100 Dollars (\$862,079.00), shall be paid from the Safety Services Fund (#214) in the amount of Five Hundred Eighty-Six Thousand Two Hundred Eight-Seven and 78/100 Dollars (\$586,287.78), and the American Rescue Plan (ARP) Fund (#221) in the amount of Two Hundred Seventy-Five Thousand Seven Hundred Ninety-One and 22/100 Dollars (\$275,791.22).

SECTION 3. That by reason of the immediate necessity to encumber American Rescue Plan Funds by December 31, 2024, this measure is determined to be an emergency Ordinance for the immediate preservation of the public peace, health, safety, and welfare of the City of Mansfield and its inhabitants and providing it receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect 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 17 December 2024  
1<sup>st</sup> Reading 17 December 2024  
2<sup>nd</sup> Reading \_\_\_\_\_  
PASSED 17 December 2024

  
ATTEST /s/ Delaine Weiner  
Clerk of Council

  
SIGNED /s/ Phillip E. Scott  
President of Council

  
APPROVED /s/ Jodie Perry  
Mayor

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

