

CONSENT LEGISLATION

Ordinance/Resolution No. 26-094

PID No. 124021

Project Name RIC SR 0314/0545 00.00/02.111

The following Ordinance
(Ordinance/Resolution) enacted by the City of Mansfield of Richland County, Ohio,
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:

Asphalt Concrete Overlay with Repairs on SR 314 and SR 545 in Richland county. SR 314 from SLM 0.00 (Morrow county line) to 3.018 (Ontario south corporation limit) and SR 545 from SLM 2.111 (5th Ave) to 10.508 (SR 96) are included in this project. This project will also include bridge maintenance and guardrail replacement. SR 545 (SB lane only) is within the city of Mansfield corporation limits within the following SLMs:

2.111 to 2.115, 3.306 to 3.658, 3.847 to 4.062, 4.157 to 4.190, 4.255 to 4.477

This project is currently scheduled to be constructed in the SUMMER OF 2027.

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.*

26-094

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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 Public Works Director 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: May 19th, 2026.
(Date)

Attested: Debra Weiner [Signature]
(Clerk) (Officer of City- title)

Attested: Mayor [Signature]
(Title) (Mayor)

This Ordinance 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. The City of Mansfield Charter
and Municipal Code requires an affirmative vote of two-thirds of all members elected to Council
to be passed as an Emergency Ordinance.

[Signature]
President of Council

5-19-26
Date

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,

Do hereby certify that the foregoing is a true and correct copy of 26-094 adopted by
(Ordinance/Resolution)
the legislative Authority of the said City of Mansfield on this ____ day of ____, 202__,

that the publication of such 26-094 has been made and certified of record according to
(Ordinance/Resolution)

law; that no proceedings looking to a referendum upon such 26-094 have been taken;
(Ordinance/Resolution)

and that such 26-094 and certificate of publication thereof are of record in
(Ordinance/Resolution)

26-094, Page ____.
(Ordinance/Resolution)

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official
seal, if applicable, this 19 day of May, 2026.

(SEAL)
(If Applicable)

Delaine Weiner
Clerk Signature
City of Mansfield of Richland County, Ohio.

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

26-095

BILL #26-095

ORDINANCE # _____

BY: ALL MEMBERS OF COUNCIL

Adopt Richland County 2026 Multi-Hazard Mitigation Plan as approved by FEMA Region V and the State of Ohio Emergency Management Agency, and declaring an emergency.

WHEREAS, the Richland County Emergency Management Agency has developed a Federally Approved Multi-Jurisdictional Hazard Mitigation Plan that includes all hazards to which Richland County and its municipalities are susceptible as per Section 322 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, and

WHEREAS, the City of Mansfield has been assessed for its susceptibility to all hazards, and

WHEREAS, a list of all critical facilities and other assets in the City of Mansfield that could be affected by hazard events has been generated, and

WHEREAS, the estimated potential losses that the City of Mansfield assets could incur during a hazard event have been calculated, and

WHEREAS, goals, objectives, and strategies to mitigate against the hazards that have been identified in the County, including the City of Mansfield, have been developed, and

WHEREAS, Richland County's stakeholders have agreed to periodically review and update the Multi-Jurisdictional Hazard Mitigation Plan.

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

SECTION 1. That the City Council of the City of Mansfield hereby adopts the plan to implement the actions prescribed in the Federally Approved Multi-Jurisdictional Hazard Mitigation Plan.

SECTION 2. That in order to adopt the 2026 Richland County Hazard Mitigation Plan in order to reduce potential risks and hazards, 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	19 May 2026
1 st Reading	19 May 2026
2 nd Reading	
PASSED	19 May 2026

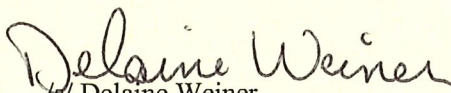
SIGNED



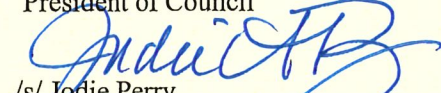
/s/ Phillip E. Scott

President of Council

ATTEST


/s/ Delaine Weiner
Clerk of Council

APPROVED


/s/ Jodie Perry
Mayor

APPROVED AS TO FORM:

Roeliff E. Harper, Esq.
Law Director
City of Mansfield, Ohio

BY: MS. MOUNT

ACCEPTING THE ANNEXATION OF CERTAIN TERRITORY TO THE CITY OF MANSFIELD, OHIO, PURSUANT TO AN ANNEXATION PETITION FILED WITH AND GRANTED BY THE BOARD OF COUNTY COMMISSIONERS OF RICHLAND COUNTY, OHIO, AS PROVIDED FOR IN OHIO REVISED CODE SECTION 709.023, AND DECLARING AN EMERGENCY.

WHEREAS, on March 6, 2026, a petition was filed with the Board of County Commissioners of Richland County, Ohio pursuant to Ohio Revised Code 709.21 and 709.023, for the annexation of 110.757 +/- acres of territory in Madison Township to the City of Mansfield, Ohio and 1.781 +/- acres of territory in Mifflin Township to the City of Mansfield, Ohio, which petition was signed by 100% of the property owners of the territory sought be annexed, a copy of which petition and accompanying map/legal description is attached hereto as Exhibit A; and

WHEREAS, pursuant to Ohio Revised Code 709.023(C), the City of Mansfield adopted Resolution No. 26-055 on March 17, 2026, which Resolution indicates the type and scope of services the City of Mansfield, Ohio will provide to the territory upon annexation to the City, and addressed any buffer requirements ("Services Resolution"), which Services Resolution was timely filed with the Richland County Board of Commissioners; and

WHEREAS, pursuant to Ohio Revised Code 709.023(D), the City of Mansfield adopted Resolution No. 26-056 on March 17, 2026, which Resolution consented to the proposed annexation and which Resolution was timely filed with the Richland County Board of Commissioners; and

WHEREAS, on March 19, 2026, the Richland County Board of Commissioners approved the proposed annexation; and

WHEREAS, a certified copy of the annexation proceedings was provided by Richland County to the Clerk of Council of the City of Mansfield, Ohio on March 19, 2026; and

WHEREAS, pursuant to Ohio Revised Code 709.04, the Clerk of City Council has placed before City Council the resolution of the Richland County Board of Commissioners granting the petition, as well as the annexation petition and accompanying map/plat and legal description at this next regular meeting following the expiration of sixty (60) days from receipt by the Clerk of the same; and

WHEREAS, City Council is authorized under Ohio Revised Code 709.04 to accept or reject the Petition for annexation at this time.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MANSFIELD, STATE OF OHIO, WITH A MAJORITY OF DULY ELECTED MEMBERS THEREOF CONCURRING AS FOLLOWS:

SECTION 1. The proposed annexation of 110.757 +/- acres of territory from Madison Township, Richland County, Ohio to the City of Mansfield, Ohio and 1.781 +/- acres of territory from Mifflin Township, Richland County, Ohio to the City of Mansfield, Ohio, a petition for which was filed with the Board of Commissioners, Richland County, Ohio on March 6, 2026 and approved by the Board of County Commissioners on March 19, 2026, is hereby accepted. The petition and accompanying map/plat and legal description are attached hereto as Exhibit A, which graphically depicts and describes the territory that is the subject of the annexation.

SECTION 2. The Clerk of City Council is hereby authorized and directed, pursuant to Ohio Revised Code 709.06, to make three (3) copies of this Resolution, to each of which shall be attached: a copy of the annexation petition and accompanying map/plat/legal description; the transcript of the proceedings of the Richland County Board of Commissioners; and all other resolutions and/or ordinances relating to the annexation, with a certificate as to the correctness of each of the three (3) copies,

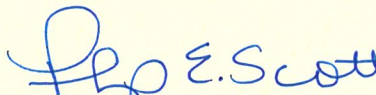
signed by the Clerk of Council and authenticated by the seal of the City, if any. The Clerk of Council shall forthwith deliver one copy to the County Auditor, one (1) copy to the County Recorder, and one (1) copy to the Ohio Secretary of State. The Clerk of Council shall provide notice of this annexation in writing, along with a copy of the map/plat/legal description, to the Board of Elections of Richland County within thirty (30) days after it becomes effective. The Clerk of Council shall do all other things with respect to the action taken by this Resolution as may be required by law.

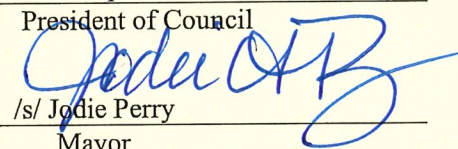
SECTION 3. All formal actions relative to the adoption of this Resolution were taken in an open meeting of this Council, and all deliberations of this Council and of its committees, if any, which resulted in formal action, were taken in meetings open to the public, in full compliance with applicable legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 4. This Resolution is declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, and welfare of the City, due to the numerous benefits to the City's overall economic health and competitiveness and the benefits to the quality of life of its residents; wherefore, this Resolution shall take effect and be in force immediately.

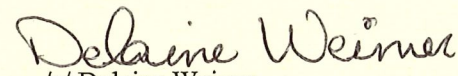
Caucus 19 May 2026
1st Reading 19 May 2026
2nd Reading _____
PASSED 19 May 2026

SIGNED



/s/ Phillip E. Scott
President of Council


/s/ Jodie Perry
Mayor

ATTEST 

/s/ Delaine Weiner
Clerk of Council

APPROVED

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

*Publication Required

BY: MS. MOUNT

Amending the Zoning Districts Map of the City of Mansfield, Ohio (Ordinance #04-208) to rezone 15 parcels located at and around 2011 Lucas Road, Mansfield, Ohio from Zoning Classification: Madison Township Zoning, Industrial District, to the City of Mansfield B-2, General Business District Classification, and Zoning Classification: Mifflin Township R-1, Residential District, to the City of Mansfield B-2, General Business District Classification, to be effective upon annexation of said parcels to the City, and declaring an emergency.

WHEREAS, the recommendation of the City Planning Commission for this proposed amendment (Petition #564) has been on file with the Clerk of Council for not less than thirty (30) days before the date of the public hearing; and

WHEREAS, notice of the public hearing has been given by publication at least thirty (30) days before said hearing, by written notice mailed to all owners of property within, contiguous to, and across the street from the area proposed to be rezoned at least twenty (20) days before said hearing, and by placement of an appropriate sign upon the property stating the nature of the rezoning, the date, time and place of the public hearing, and a description of the lots and parcels being considered for rezoning.

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

SECTION 1. That the Zoning Districts Map, a part of the Zoning Code of the City of Mansfield, Ohio (Ordinance #04-208) be, and the same shall hereby, upon annexation to the City, be revised by rezoning the following Parcel Numbers:

025-09-057-14-000; 025-09-057-13-000; 025-09-057-14-001; 025-09-057-14-002;
025-09-075-16-003; 025-09-075-16-001; 025-09-057-01-000; 025-09-028-11-000;
025-09-075-16-002 025-09-011-17-001; 025-09-011-17-002

Located at and around 2011 Lucas Road, Mansfield, Ohio, from Zoning Classification: Madison Township Zoning, Industrial District, to the City of Mansfield B-2, General Business District Classification, as recorded in the Richland County Auditor's Office.

SECTION 2. That the Zoning Districts Map, a part of the Zoning Code of the City of Mansfield, Ohio (Ordinance #04-208) be, and the same shall hereby, upon annexation to the City, be revised by rezoning the following Parcel Numbers:

023-19-169-06-002; 023-19-169-06-001; 023-19-169-05-000; 023-19-169-06-000;

Located at and around 2011 Lucas Road, Mansfield, Ohio, from Zoning Classification: Mifflin Township R-1, Residential District, to the City of Mansfield B-2, General Business District Classification, as recorded in the Richland County Auditor's Office.

SECTION 3. That the Director of the Department of Permitting and Development be, and is hereby, authorized and directed to, upon annexation of said parcels to the City, revise Section 1 and Section 2 hereof on the original Zoning Districts Map in the office of the Mansfield Building Department.

*Publication Required

ANNEXATION PLAN TO THE CITY OF MANSFIELD
TOWNSHIP OF MADISON, BEING PART OF THE NORTHEAST AND SOUTHEAST QUARTER
OF SECTION 36, (MADISON TOWNSHIP) TOWNSHIP - 21 - NORTH, RANGE - 18 - WEST
AND TOWNSHIP OF MIFFLIN, PART OF THE NORTHWEST AND SOUTHWEST QUARTER
OF SECTION 31 (MIFFLIN TOWNSHIP)
TOWNSHIP - 23 - NORTH, RANGE - 17 - WEST

- SITUATED IN THE TOWNSHIPS OF MADISON AND MIFFLIN, COUNTY OF RICHLAND, STATE OF OHIO AND BEING PART OF THE NORTHEAST AND SOUTHEAST QUARTER OF SECTION 36 (MADISON TOWNSHIP) TOWNSHIP-21-NORTH, RANGE-18-WEST AND PART OF THE NORTHWEST AND SOUTHWEST QUARTER OF SECTION 31 (MIFFLIN TOWNSHIP) TOWNSHIP-23-NORTH, RANGE-17-WEST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
- COMMENCING FOR THE SAME AT A POINT BEING THE INTERSECTION OF THE CENTERLINE OF STATE ROUTE 39 WITH THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 36, ALSO BEING THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 35 AND BEING A POINT ON THE NORTHWEST CORNER OF A PARCEL, CONNECTED TO ONESSA BEL BEL & HARRY DAY LITER BY DEED VOLUME 188, PAGE 400;
- THENCE, SOUTHWESTERLY, 128.22 FEET ALONG THE CENTERLINE OF STATE ROUTE 39 AND A WESTERLY LINE OF SAID BEL AND LITER PARCEL TO A POINT, SAID POINT ALSO BEING ON THE NORTHERLY LIMITED ACCESS RIGHT OF WAY LINE OF STATE ROUTE 39 AND BEING A NORTHWESTERLY CORNER OF A PARCEL, CONNECTED TO THE STATE OF OHIO BY OFFICIAL RECORD VOLUME 315, PAGE 888 AND BEING THE PLACE OF BEGINNING FOR THE PARCEL HEREBY DESCRIBED;
- THENCE, THE FOLLOWING TWENTY SIX COURSES:
1. NORTHEASTERLY, 89.37 FEET ALONG A SOUTHEASTERLY LINE OF SAID BEL AND LITER PARCEL AND SAID LIMITED ACCESS RIGHT OF WAY TO A POINT;
 2. SOUTHWESTERLY, 876.92 FEET ALONG SAID LIMITED ACCESS RIGHT OF WAY TO A POINT;
 3. SOUTHWESTERLY, 428.04 FEET ALONG SAID LIMITED ACCESS RIGHT OF WAY TO A POINT BEING THE INTERSECTION OF SAID RIGHT OF WAY WITH THE LIMITED ACCESS RIGHT OF WAY OF INTERSTATE 71;
 4. NORTHEASTERLY, 586.34 FEET ALONG SAID LIMITED ACCESS RIGHT OF WAY TO A POINT;
 5. NORTHEASTERLY, 446.15 FEET CONTINUING ALONG SAID LIMITED ACCESS RIGHT OF WAY TO A POINT BEING ON A WESTERLY LINE OF A PARCEL, CONNECTED TO MILLER E. KAUZ BY OFFICIAL RECORD VOLUME 2308, PAGE 401;
 6. SOUTHWESTERLY, 124.51 FEET ALONG A WESTERLY LINE OF SAID KAUZ PARCEL AND CROSSING THROUGH SAID LIMITED ACCESS RIGHT OF WAY OF INTERSTATE 71 TO A POINT;
 7. SOUTHERLY, 102.32 FEET CONTINUING ALONG A WESTERLY LINE OF SAID KAUZ PARCEL AND TRAVERSING THROUGH SAID LIMITED ACCESS RIGHT OF WAY TO A POINT;
 8. SOUTHWESTERLY, 354.51 FEET CONTINUING ALONG A WESTERLY LINE OF SAID KAUZ PARCEL AND PASSING THROUGH THE SOUTHERLY LINE OF SAID LIMITED ACCESS RIGHT OF WAY LINE TO A POINT;
 9. EASTERLY, 200.25 FEET ALONG A SOUTHERLY LINE OF SAID KAUZ PARCEL TO POINT BEING ON A WEST LINE OF A PARCEL, CONNECTED TO SMELLEY L. AND ROBERT D. CALDWELL SURV. BY OFFICIAL RECORD VOLUME 3025, PAGE 4948, SAID POINT ALSO BEING ON THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 36;
 10. SOUTHERLY, 1131.06 FEET ALONG SAID SECTION LINE AND CROSSING THROUGH THE NORTHERLY RIGHT OF WAY LINE OF AFOREMENTIONED STATE ROUTE 39 TO A POINT BEING ON THE CENTERLINE, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF A PARCEL, CONNECTED TO THE STATE OF OHIO BY OFFICIAL RECORD VOLUME 298, PAGE 701;
 11. SOUTHWESTERLY, 381.03 FEET ALONG SAID CENTERLINE OF STATE ROUTE 39 AND THE SOUTH LINE OF SAID STATE OF OHIO PARCEL AND THE SOUTHERLY LINE OF A PARCEL, CONNECTED TO THE STATE OF OHIO BY OFFICIAL RECORD VOLUME 298, PAGE 703 TO A POINT BEING ON A NORTHWEST CORNER OF A STATE OF OHIO PARCEL, CONNECTED BY OFFICIAL RECORD VOLUME 353, PAGE 695;
 12. SOUTHWESTERLY, 582.45 FEET ALONG THE NORTHWESTERLY LINE OF SAID STATE OF OHIO PARCEL, CONNECTED BY OFFICIAL RECORD VOLUME 353, PAGE 695 AND CROSSING THROUGH THE SOUTHERLY RIGHT OF WAY LINE OF SAID STATE ROUTE 39, THEN CONTINUING ALONG THE NORTHWESTERLY LINE OF A PARCEL, CONNECTED TO MOUNTAIN ROAD BY OFFICIAL RECORD VOLUME 1889, PAGE 138 TO A POINT;
 13. SOUTHWESTERLY, 671.79 FEET CONTINUING ALONG SAID NORTHWESTERLY LINE OF THE SAID PARCEL TO A POINT BEING ON THE NORTHERLY RIGHT OF WAY OF THE PENNSYLVANIA LINES, LLC BY OFFICIAL RECORD VOLUME 801, PAGE 393;
 14. NORTHWESTERLY, 2518.45 FEET ALONG SAID NORTHERLY RIGHT OF WAY TO A POINT BEING THE SOUTHWEST CORNER OF A PARCEL, CONNECTED TO CLARA E. ZIMMER AND BARBARA L. TUCKER CO. INDIVIDUALS, ETC. CONNECTED BY OFFICIAL RECORD VOLUME 2342, PAGE 244;
 15. NORTHEASTERLY, 421.68 FEET ALONG AN EASTERLY LINE OF SAID ZIMMER AND TUCKER PARCEL TO A POINT;
 16. NORTHEASTERLY, 210.30 FEET CONTINUING ALONG AN EASTERLY LINE OF SAID ZIMMER AND TUCKER PARCEL TO A POINT;
 17. NORTHEASTERLY, 584.22 FEET CONTINUING ALONG AN EASTERLY LINE OF SAID ZIMMER AND TUCKER PARCEL TO A POINT;
 18. NORTHEASTERLY, 80.51 FEET CONTINUING ALONG AN EASTERLY LINE OF SAID ZIMMER AND TUCKER PARCEL TO A POINT;
 19. NORTHEASTERLY, 116.32 FEET ALONG THE NORTHEASTERLY LINE OF SAID ZIMMER AND TUCKER PARCEL TO A POINT ON THE NORTHEAST CORNER OF A PARCEL, CONNECTED TO THE STATE OF OHIO BY OFFICIAL RECORD VOLUME 253, PAGE 693;
 20. SOUTHWESTERLY, 616.7 FEET ALONG A NORTHWESTERLY LINE OF SAID ZIMMER AND TUCKER PARCEL TO A POINT BEING THE SOUTHERLY CORNER OF SAID STATE OF OHIO PARCEL;
 21. NORTHEASTERLY, 641.7 FEET ALONG THE SOUTHERLY LINE OF SAID STATE OF OHIO PARCEL AND TRAVERSING THROUGH SAID RIGHT OF WAY TO A POINT ON AN EASTERLY LINE OF AFOREMENTIONED CHADLAIN PARCEL;
 22. NORTHEASTERLY, 382.79 FEET ALONG AN EASTERLY LINE OF SAID CHADLAIN PARCEL TO A POINT;
 23. NORTHEASTERLY, 200.80 FEET CONTINUING ALONG AN EASTERLY LINE OF SAID CHADLAIN PARCEL TO A POINT;
 24. NORTHEASTERLY, 152.07 FEET CONTINUING ALONG AN EASTERLY LINE OF SAID CHADLAIN PARCEL TO A POINT;
 25. NORTHEASTERLY, 95.00 FEET CONTINUING ALONG A NORTHWESTERLY LINE OF SAID CHADLAIN PARCEL TO A POINT ON THE AFOREMENTIONED CENTERLINE OF STATE ROUTE 39;
 26. NORTHWESTERLY, 2.43 FEET TO THE PLACE OF BEGINNING AND CONTAINING 116.58 ACRES, MORE OR LESS OF WHICH 93.157 ACRES IS LOCATED WITHIN THE NORTHEAST QUARTER OF SECTION 36, 17.40 ACRES IS LOCATED WITHIN THE SOUTHWEST QUARTER OF SECTION 36, 0.531 ACRES IS LOCATED WITHIN THE SOUTHWEST QUARTER OF SECTION 31 AND 1.540 ACRES IS LOCATED WITHIN THE NORTHWEST QUARTER OF SECTION 31 AND SUBJECT TO ALL LEGAL EASEMENTS, EASEMENTS, EASES, AND USE RESTRICTIONS OF RECORD.
- DEEDS REFERRED TO ARE RECORDED IN THE RICHLAND COUNTY RECORDER'S OFFICE.
- THIS DESCRIPTION WAS PREPARED FROM INFORMATION OF RECORD AND NOT BY FIELD SURVEY. THIS DESCRIPTION IS NOT INTENDED TO BE USED TO TRANSFER REAL ESTATE.

SURVEY MADE AT THE REQUEST OF			
CITY OF MANSFIELD			
DATE	SCALE	BY	DATE
08/08/06	1"=400'	KEM	08/08/06
SHEET 2 OF 2			
K.E. MCGARTNEY & ASSOCIATES			
ENGINEERS-PLANNERS-SURVEYORS			
300 N. SHIPLEY STREET MANSFIELD, OHIO 44888 TEL: 216.763.4444 FAX: 216.763.4444			

PETITION FOR REZONING

To: Mansfield City Council
Municipal Building, 3rd Floor
Mansfield OH 44902

Date: April 1, 2026

HONORABLE COUNCIL:

1. The following undersigned respectfully petition Council to rezone the following described lots and lands from Classification Madison Twp. Zoning ID, Industrial District and Mifflin Twp. Zoning R-1, Residential District to Classification City of Mansfield Zoning B-2, General Business District.
2. The foregoing described lands are located 2011 Lucas Rd. Mansfield, OH 44903

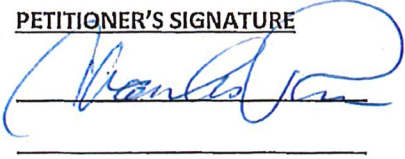
3. The following are names and addresses of the owners of all lands herein petitioned to be rezoned and the names and addresses of all owners of land abutting said lands (including, as abutting owners, those across a street, alley, etc.).

<u>OWNERS' NAME</u>	<u>ADDRESS</u>	<u>LOT NUMBER</u>
<u>Charles E. Ross/Peter G. Ross</u>	<u>2011 Lucas Rd.</u>	<u>PP#: 025-09-057-14-000</u>
<u>Charles E. Ross/Peter G. Ross</u>	<u>2011 Lucas Rd.</u>	<u>PP#: 025-09-057-13-000</u>
<u>Charles E. Ross/Peter G. Ross</u>	<u>2011 Lucas Rd.</u>	<u>PP#: 023-19-169-05-000</u>
<u>Charles E. Ross/Peter G. Ross</u>	<u>2011 Lucas Rd.</u>	<u>PP#: 023-19-169-06-000</u>
<u>State of Ohio</u>	<u></u>	<u>PP#: 025-09-057-14-001</u>
<u>State of Ohio</u>	<u></u>	<u>PP#: 025-09-057-14-002</u>
<u>State of Ohio</u>	<u></u>	<u>PP#: 025-09-075-16-003</u>
		<u>PP#: 025-09-075-16-001</u>
		<u>PP#: 025-09-057-01-000</u>
		<u>PP#: 025-09-028-11-000</u>
		<u>PP#: 025-09-075-16-002</u>
		<u>PP#: 025-09-011-17-001</u>
		<u>PP#: 025-09-011-17-002</u>
		<u>PP#: 023-19-169-06-002</u>
		<u>PP#: 023-19-169-06-001</u>

4. Recognizing the application fee in the amount of \$250.00 and is paid herewith to the City of Mansfield. I understand said fee is NOT refundable.
5. The existing zoning of the area sought to be rezoned is unreasonable in that:
Newly Annexation Area

Revised 11/6/2025

PETITIONER'S SIGNATURE



ADDRESS PHONE NUMBER & EMAIL

231 SR 511
Howa OH
44859

RENWICK WELSH & BURTON LLC
ATTORNEY AT LAW
58 W. 3RD ST., SUITE B
MANSFIELD, OH 44902-1613

27807

25-3/440

DATE April 3, 2026

PAY
TO THE
ORDER OF

City of Mansfield, Ohio

\$ 250.00

Two Hundred Fifty and 00/100

DOLLARS

CHASE

JPMorgan Chase Bank, N.A.
www.Chase.com

FOR

Rezone Petition

027807

RECEIPT

No. 000007

DATE

4-3-2026

FROM

Renwick Welsh & Burton

\$ 250.00

DOLLARS

☐ FOR RENT

☒ FOR

REZONE (BUC-11)

ACCT.

250.00

PAID

250.00

DUE

00

☐ CASH

☐ CHECK

☐ MONEY ORDER

☐ CREDIT CARD

FROM

TO

BY

X. P. Davis

BILL #26-098

RESOLUTION # 26-098

BY: MRS. DAVIS-WEESE

Authorizing the Public Works Director to accept and appropriate a donation from NOPEC in an amount of up to Forty-Five Thousand and 00/100 Dollars (\$45,000.00), and declaring an emergency.

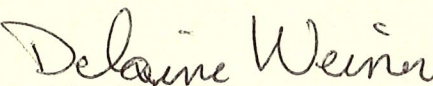
**BE IT RESOLVED BY THE COUNCIL OF THE
CITY OF MANSFIELD, STATE OF OHIO:**

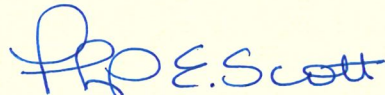
SECTION 1. That the Public Works Director be, and he is hereby, authorized to accept and appropriate the following funds in the amount of up to Forty-Five Thousand and 00/100 Dollars (\$45,000.00).

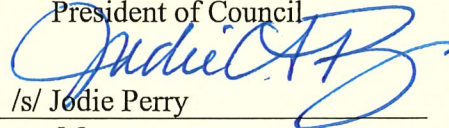
SECTION 2. That the sum of up to Forty-Five Thousand and 00/100 Dollars (\$45,000.00) as accepted in Section 1 hereof be, and the same is hereby appropriated from the Parks and Recreation Fund (#236) into the Parks and Recreation Operations (236.18.01) Supplies Classification.

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

Caucus	<u>19 May 2026</u>
1 st Reading	<u>19 May 2026</u>
2 nd Reading	<u>19 May 2026</u>
PASSED	<u>19 May 2026</u>

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

BY: MR. MIRANDA

Granting a license to Ben Schrock, of 2991 County Road, 529, Loudonville, Ohio 44842, to tap into the City water and sanitary sewer systems at his own expense, and declaring an emergency.

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

SECTION 1. That Ben Schrock, of 2991 County Road, 529, Loudonville, Ohio, be, and he is hereby, granted a license to tap into the city water and sanitary sewer systems for a 12.29 acre parcel located at 1541 Old Bowman Street, Madison Township, known as Richland County Permanent Parcel No. 025-09-072-15-000, in accordance with plans and specification now on file in the office of the City Department of Permitting and Development, which plans and specifications are hereby approved.

SECTION 2. That the conditions upon which this license and privilege are granted shall be as follows: license and right granted in Section 1 shall be subject to the following conditions:

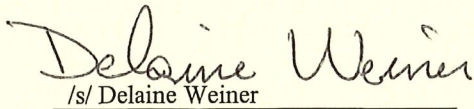
- A. That the construction of such water and sewer lines and the tapping into the city water and sanitary sewer systems shall be subject to the supervision and inspection of the Department of Permitting and Development and that said Department shall be notified by the Licensee herein forty-eight (48) hours prior to said licensee engaging in any construction these improvements.
- B. That all of the expense of construction, including the costs of inspection by the City, shall be paid by the Licensee herein.
- C. That all taps and water and sewer charges for the water and sanitary sewer lines authorized herein shall be at the regular charge for taps and service outside the City of Mansfield.
- D. That Ben Schrock, his heirs, executors, administrators, and assigns, shall save the City of Mansfield free and harmless from any and all liability to person, persons or property in any way connected with, arising out of, or incident to the construction of such sanitary sewer lines.

SECTION 3. That the exercise of this license and privilege by the Licensee herein, his heirs, executors, administrators, and assigns, shall be determined to be an acceptance by the Licensee herein, his heirs, executors, administrators, and assigns of all the conditions and terms of this ordinance.

SECTION 4. That in order to permit tapping into the city water and sewer systems in order to eliminate health and sanitation hazards, this measure is determined to be an emergency Ordinance for the immediate preservation of the public peace, health, safety and welfare of the City of Mansfield and its inhabitants and providing it receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its adoption, otherwise from and after the earliest time allowed by law, after its passage and approval by the Mayor.

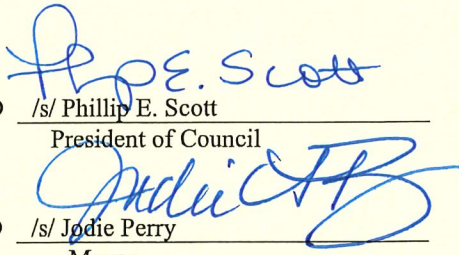
Caucus	<u>19 May 2026</u>
1 st Reading	<u>19 May 2026</u>
2 nd Reading	<u>19 May 2026</u>
PASSED	<u>19 May 2026</u>

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

BY: MS. MEIER:

Upgrading wages, salaries, fringe benefits and terms of employment for certain employees of the City, repealing ordinances, and declaring an emergency.

WHEREAS, Ordinance # 21-217, passed October 19, 2021, was the last complete revision of wages, salaries, fringe benefits and terms of employment for non-bargaining unit employees of the City, and,

WHEREAS, with the approval of new collective bargaining agreement with AFSCME, IAFF, and the FOP and in keeping with a long-standing past practice of mirroring benefits for non-bargaining with those offered bargaining unit members, the fringe benefits afforded non-bargaining employees needs to be revised and updated.

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

SECTION 1. That the following positions are excluded from collective bargaining units and are, upon adoption by the appointing authority, covered by the fringe benefits and terms of employment established hereby:

1. Directors, division managers, division administrators, advisors, department managers, administrative assistants, operations supervisors, supervisor and foremen in all departments and divisions of the City;
2. Civil Service Commission and staff;
3. Information Technology Division – Administrators **Administrative Assistant**;
4. Fire Division – Administrative Assistant(s);
5. Human Resources – Human Resources Specialist(s), **Risk Manager/Procurement Officer**;
6. Mayor – Mayor’s Executive Assistant;
7. Parks & Recreation – Confidential Secretary **Administrative Assistant**, Recreation Coordinator;
8. Police Division – Confidential Secretary(s), Forensic Scientist, Crime Analyst, DNA Analyst, **DNA Laboratory Technician, Forensic Investigator**;
9. Safety-Service Director, Administrative Assistant;
10. City Council Staff;
11. Clerk of Court’s Staff;

12. Finance Director's Staff – Income Tax Director, **Office Manager, Budget Manager, Payroll Specialist, Accounts Payable Specialist, Treasury Manager, Accounts, Receivable Specialist, Audit Manager,** Payroll Director, Assistant Finance Director, Internal Auditor, Tax Compliance Officer, Confidential Accountant, Administrative Assistant (Finance), Income Tax Enforcement Officer, Inventory Control Officer;
13. Judges' Staff;
14. Law Director's Staff;
15. Community Development – Community Development Officer; Assistant Grant Specialist;
16. **15.** METRICH Enforcement Unit Staff;
17. **16.** Airport – Confidential Secretary **Administrative Assistant;**
18. **17.** ~~Certified Building~~ **Permitting and Development Division** – Confidential Secretary, **Certified Building Inspector Level 3, Certified Residential Inspector Level 2, Zoning Official, Administrative Assistant, Code Enforcement Supervisor,** Chief Building Official, ~~Electrical Safety Inspector;~~
19. **18.** City Engineer's Staff;
20. **19.** Temporary employees (who do not work more than five hundred twenty (520) hours per calendar year), intermittent employees (who do not work more than twenty (20) hours per work week and one thousand forty (1040) hours per calendar year) and interim employees (appointed to fill in for regular employees on an approved leave of absence or to perform the number of hours and length of time under a grant or contract).

SECTION 2. That the fringe benefits and terms of employment for other employees of the City are contained in the collective bargaining agreement for each recognized unit and established by this Ordinance for those employees excluded from collective bargaining units.

SECTION 3. That employees designated as temporary, intermittent or interim shall not be eligible for insurance coverage, wage continuation, longevity pay, attendance bonus, vacation pay, holiday pay, call-in pay, stand-by pay, compensatory time or for any other benefit set forth in this Ordinance except as required by law.

SECTION 4.

The term "appointing authority" as used throughout this Ordinance means:

- A. in the instance of City Council's staff: the City Council;
- B. in the instance of the Clerk of Court's staff: the Clerk of Court;
- C. in the instance of the Finance Director's staff/Income Tax: the Finance Director;
- D. in the instance of the Judges' staff: the Judges;
- E. in the instance of the Law Director's staff: the Law Director;

- F. in the instance of the Civil Service Commission/staff, the Mayor's staff, the Safety-Service Director, the Public Works Director, the Human Resources Director, the Chief of Fire, and the Chief of Police, appointed under the City Charter, ~~and the Economic Development Director and the Community Development & Housing Director~~; the Mayor;
- G. in the instance of the Assistant Chief of Police appointed under the City Charter: the Chief of Police; and
- H. in the instance of all other employees covered by this Ordinance, based on the Mayor's organizational chart: the Safety-Service Director or Public Works Director.

SECTION 5.

A. SENIORITY.

- A. Definition of Seniority. For all purposes of this ordinance except as set forth in Paragraph B herein, seniority, shall be defined as an employee's length of continuous service with the City; provided, however, that service as a temporary, intermittent, interim, seasonal or part-time employee shall not be counted in any calculation of seniority.
- B. Seniority in rank is defined as the employee's service within the rank from date of promotion to that rank after completion of the employee's probationary period.
- C. An employee's seniority shall terminate in the following events:
 - 1. If the employee quits.
 - 2. If the employee is discharged for just cause, and/or such decision is accepted or upheld by proper authority if contested by the discharged employee.
 - 3. If the employee does not return at the expiration of a leave of absence or if the employee takes other employment during a leave of absence, unless consented to by the employee's appointing authority.
 - 4. If the employee does not request reinstatement within ninety (90) days of military service.
 - 5. If while on lay-off status, an employee fails to report to work within seven (7) days after being notified by certified mail, return address requested, to the employee's last address of record with the Human Resources Department of the City.
 - 6. If the employee is absent from the employ of the City by reason of lay-off for thirty-six (36) consecutive months.

II. INSURANCE.

A. Health Insurance

- A. Eligibility – All full-time regular employees who work at least thirty (30) hours per week on a regularly scheduled basis and elected officials other than members of City Council are eligible to participate in the City's health insurance program under the cost sharing arrangement described herein. Members of City Council may elect to participate in the

health insurance program at the council member's sole cost. Part-time employees who work thirty (30) hours per week will be eligible for participation in the City's health insurance program in accordance with applicable provisions of the Patient Protection and Affordable Care Act of 2010 and any subsequent amendments thereto.

2. Election – Employees may elect coverage under the insurance plan within fourteen (14) days of initial appointment, or apply for coverage during the next following open enrollment period.
3. Payment – The costs of the monthly premiums for such coverage shall be shared by the City and employees as determined and set on an annual basis as agreed between the City and employee representatives. **The employee contribution to the funding costs for the insurance plans and costs of the monthly premiums shall mirror that of the current AFSCME contract.**
4. Paid Leave and Family and Medical Leave – The City will continue to pay its share of the health insurance premium for employees on all paid leaves of absence for so long as the employee is in active pay status. The City will also continue to pay its share of the health insurance premium for employees on Family and Medical Leave for so long as the employee pays the employee's share of the premium.
5. Unpaid Leave of Absence Without Pay – Employees who exhaust their accumulated paid leave and Family and Medical Leave and thereby go on a leave of absence without pay or other unpaid status shall be eligible for continuation coverage at the employee's sole cost.
6. If a covered employee and his dependent(s) incur a covered hospital expense in connection with the treatment of an illness or injury caused by the negligence or wrongful act of a third party, the insurance carrier shall be subrogated to all the covered employee's and/or his dependent(s) rights of recovery against said third party to the extent of any and all payments made hereunder by the insurance carrier with respect to such illness or injury, and the covered employee and/or his dependent(s) or the appropriate agency shall execute all papers and take all action necessary and proper to secure to the insurance carrier such rights of subrogation.

B. Liability Insurance. There shall be available to all City employee's professional liability insurance provided by the City through an insurance carrier licensed through the State of Ohio to provide public entity liability coverage.

C. Life Insurance. Full-time regular employees shall be provided with paid group term life, accidental death and dismemberment insurance. Coverage details can be obtained from the Human Resources Department.

D. Opt-Out. An employee who provides satisfactory proof of medical coverage under another group employer sponsored insurance plan may waive medical coverage. An employee who waives coverage will receive \$1,500 annually. Payments will be made in December of the calendar year coverage is waived. Payments for new hires, terminations, etc., will be pro-rated. City employees married to one another or children of City employees who are also employees of the City are not eligible for the waiver stipend if both employees remain on the City sponsored health plan.

III. HOURS OF WORK AND OVERTIME.

A. Schedules for employees covered by this Ordinance shall be maintained as deemed necessary by the appointing authorities for such employees as recommended by the head(s) of the department(s)/division(s) under those appointing authorities. A Division of Fire platoon system of forty-eight (48) hours shall constitute a full, regular, average work week computed on the basis of the average over the declared work cycle.

B. Pay for Overtime. If authorized in writing in a specific instance by an employee's appointing authority or appointing authority's designated supervisor, the City will pay overtime at the rate of time and one-half times the regular hourly rate of pay for all hours worked in excess of forty (40) hours in any one scheduled work week. Such overtime pay shall be available only to an employee covered by this Ordinance who is not exempted from the provision of overtime pay.

C. Call-in Pay. Call-in pay is defined as payment for work assigned by the Division/Department manager or his designee and performed by a non-exempt employee at a time other than his normal and prescheduled hours of work. Work done in this manner shall be compensated at the rate of one and one-half (1-1/2) times the normal rate of pay with minimum compensation being for four (4) hours. **greater of four hours pay at the applicable hourly rate or the applicable hourly rate for all time actually worked, provided however, the employee may be required to work for the duration of the four (4) hour period. This minimum shall apply only once in any four (4) hour time period.**

If an eligible employee covered under this Ordinance is required to work within one (1) hour immediately before or after his prescheduled hours, it shall not be considered call-in pay.

D. Pyramiding of Premium Pay. There shall be no pyramiding of premium pay for the same hours worked. For purposes of computing overtime pay, when specifically authorized as required by this subsection, the hours a non-exempt employee spends in an active pay status during his normal schedule of hours shall be deemed as hours worked and shall include holidays, vacation days, wage continuation, sick leave, and all other paid leaves, unless otherwise provided.

E. Compensatory Time. In lieu of overtime pay, and if authorized in writing to a specific instance by an employee's appointing authority or appointing authority's designated supervisor, a non-exempt employee may be granted compensatory time at the rate of one and one-half (1-1/2) hours off for each hour of overtime actually worked, provided no employee may accrue compensatory time under this section, in excess of two hundred eighty **forty** (280 **240**) hours. Any compensatory time to an employee's credit may be paid to the employee at the applicable rate of pay, upon written request to their appointing authority or appointing authority's designated supervisor. An employee, at his or her request, may cash in compensatory time only once during any calendar year period.

IV. VACATION.

A. All eligible full-time non-bargaining unit employees, except employees covered in Section IV (B) shall earn paid vacation leave and begin accruing such leave upon appointment. After one (1) full year of continuous service, all vacation leave accrued is credited to the employee, who shall then be eligible to take such leave. **(except for the forty (40) hours**

earned after six (6) months of service.)

Eligible employees, hired prior to January 1, 2014, earn paid vacation leave as follows:

COMPLETED YEARS OF SERVICE	MAXIMUM HOURS ACCUMULATED
After 1 year but less than 8 years	96
After 8 years but less than 15 years	144
After 15 years but less than 20 years	192
Twenty (20) years but less than thirty (30) years	240
Thirty (30) or more years of service	280

Eligible employees, who are hired on January 1, 2014 or later, earn paid vacation as follows:

COMPLETED YEAR OF SERVICE	MAXIMUM HOURS ACCUMULATED
Less than one (1) six (6) months	0
More than six (6) months, but less than twelve (12) months*	40
One (1) but less than eight (8)	80
Eight (8) but less than fifteen (15)	120
Fifteen (15) but less than twenty-five (25)	160
Twenty-five (25) but less than thirty (30) years	200
Thirty (30) or more years of service	240

***These forty (40) hours must be used before the employee reaches one (1) full year of service. Any unused hours will not carry forward. Said hours will not carry over into an employee's accrual bank and will not affect maximum accrual balance of vacation time an employee can carry. If the employee separates from the City either voluntarily (i.e. through resignation) or at the request of the City, these hours will not be paid out upon separation from the City. These forty hours shall not apply to hired/rehired retirants that receive vacation accrual credit under Paragraph L of this Section.**

B. The Assistant Chief(s) of Fire, **on a 48 hour schedule**, shall earn paid vacation leave each calendar year as follows:

COMPLETED YEARS OF SERVICE	MAXIMUM HOURS ACCUMULATED	MAXIMUM LEAVE ALLOWANCE* (HOURS)
Less than one (1)	0	0
One (1) but less than eight (8)	96	96 - 120
Eight (8) but less than fifteen (15)	144	144 - 168
Fifteen (15) but less than twenty (20)	192	192 - 240
Twenty (20) but less than thirty (30) years	288	288-336
Thirty (30) or more years of service	336	336-384

* Hours will vary within the range depending on which weeks are taken as vacation

***Fire Department Assistant Chief(s) on a 40-hour schedule, shall follow the appropriate chart in Section A.**

***Chiefs and Assistant Chiefs in the Police or Fire Department shall earn their vacation according to the appropriate chart above, however, said hours shall be credited to them on January 1st of each calendar year.**

C. Preference dates for vacation shall be in accordance with seniority in the division to which the employee is assigned, subject to manning requirements of the division to which the employee is assigned.

D. Employees are encouraged to take vacation in increments of forty (40) hours. The minimum chargeable vacation increment shall be one (1) hours.

E. No employee entitled to vacation leave pursuant to IV (A) or (B) hereof shall maintain a total vacation leave balance to his or her credit in excess of the accrual for three (3) years. "Total vacation" being defined as current hours earned plus the hours earned in the previous two years. Such excess leave shall be eliminated from the employee's leave balance.

F. Non-Scheduled Vacations. Requests for vacation must be made as far in advance as possible, and no later than the end of the regular shift on the workday before the day desired off, except in emergency situations approved in advance by the appointing authority.

G. Payment for Unused Vacation at Termination or Death. If an employee is laid off, terminated, resigns, or retires, after the completion of one year of continuous service, the employee shall be entitled to and receive payment for any earned but unused vacation leave to his credit at the time of separation. [i.e. if an employee, whose anniversary date is January 1, 2013 quits employment on June 1, 2014, he/she would be entitled cash payment for up to 96 hours of accrued but unused vacation plus a prorated amount for vacation earned during the five months of 2014 that he/she was employed.]

H. If an employee (other than a newly hired employee in his first year of employment) dies while in an active pay status or on an authorized leave of absence, the unused vacation leave

accrued to the employee's credit at the time of death shall be paid to his estate in accordance with O.R.C. §2113.04.

I. Vacations shall exclude days declared by law to be holidays, and each calendar week of vacation shall include therein one Saturday and one Sunday.

J. Credit for Prior Service – Non-Retirants. Employees who previously separated from the City, by means other than retirement through a state retirement system, shall be credited with their prior service as a regular full-time employee of the City for purposes of computing years of service for vacation accrual.

K. Vacation Credit. Full-time employees previously employed on a regular full-time basis by the State of Ohio or a political subdivision thereof, may, at the time of hire credit such previous service credit, for the purpose of accruing vacation leave, up to a maximum of eight (8) years' credit, unless otherwise approved by the Mayor. All previous service credit must be in the form of complete years. (i.e. Not 2 years and 3 months. Such credit would only be 2 years as complete years.) Provided, however, that previous service credit shall only be credited for the sole purpose of vacation accrual and shall not apply to any other benefits extended to employees, including altering an employee's hire date for the purpose of vacation accrual. Such credit shall be granted to the full-time employee on their one-year anniversary date. However, all existing employees shall be granted this credit upon the passage of this Ordinance and receive said credit to their vacation balances on their next anniversary date, provided all other provisions of this Section are satisfied. No vacation time may be used or converted to monetary value until credited to the employee on their anniversary date. Nothing in this Paragraph shall apply retroactively to alter past accrual balances of past years. It is the duty of the employee to provide satisfactory documentation as approved by the City to establish such prior service credit.

~~K.~~ **L. Retirants – Vacation Accrual. Any retirant from a state retirement system, whether it be from the City or from another political entity or subdivision, who is hired and/or rehired by the City is not entitled to have any pre-retirement service credit utilized in the calculation of newly earned vacation leave. may, at the time of hire/rehire credit such previous service credit for the purpose of accruing vacation leave, up to a maximum of eight (8) years' credit unless otherwise approved by the Mayor. All previous service credit must be in the form of complete years. (i.e. Not 2 years and 3 months. Such credit would only be 2 years as complete years.) Provided, however, that previous service credit shall only be credited for the sole purpose of vacation accrual and shall not apply to any other benefits extended to employees including altering an employee's hire/rehire date for the purpose of vacation accrual. Such credit shall be granted to the hired/rehired employee immediately upon hire/rehire. However, all existing hired/rehired retirants shall be granted this credit upon the passage of this Ordinance, provided all other provisions of this Section are satisfied. Nothing in this Paragraph shall apply retroactively to alter past accrual balances of past years. It is the duty of the employee to provide satisfactory documentation as approved by the City to establish such prior service credit.**

M. Annual Conversion/Mandatory Use. All employees participating in the vacation sellback shall be required to utilize a minimum of forty (40) hours annually. Each employee may elect to sell back up to eight (80) hours of vacation leave annually. Such election shall be made in writing on a form provided by the City delivered by the employee to his division head. Only one election per anniversary year shall be processed. This conversion shall begin in

calendar year 2026.

V. HOLIDAYS

A. The following are designated paid holidays:

New Year's Day (January 1)
Martin Luther King Day (3rd Monday in January)
Presidents' Day (3rd Monday in February)
Memorial Day (last Monday in May)
Juneteenth (June 19)
Independence Day (July 4)
Labor Day
Columbus Day (2nd Monday in October)
Veterans' Day (November 11)
Thanksgiving Day
Day after Thanksgiving Day
Christmas Day (December 25)

The holidays listed above shall be celebrated on the dates set forth unless designated, by the appropriate governmental official or body, to be celebrated on a different day.

B. Non-exempt, full-time employees shall be paid eight (8) hours pay for each of the holidays designated above. **To be eligible for holiday pay the non-bargaining employee must be in an active pay status on his last scheduled shift preceding the holiday and his first scheduled shift following the paid holiday.**

Employees working a forty-eight (48) hour week shall receive a maximum of ~~twenty-four (24)~~ **sixteen (16)** hours pay for each holiday. **These holidays will be credited to the employee on January 1, annually absent any holidays used in the calendar year while already employed by the City. Employees may request to schedule holidays as paid leave according to their department's procedure. Requests for a holiday may not cause the need for personnel to be called in for an overtime shift to meet departmental operational demands, unless specially approved by the Fire Chief. Once approved, a holiday may not be canceled by the Fire Chief or his designee.** ~~To be eligible for holiday pay the employee must be in an active pay status on his last scheduled shift preceding the holiday and his first scheduled shift following the paid holiday.~~

C. Eligible employees covered by this Ordinance, who are required to work on a holiday designated in subsection V(A), shall be compensated at the rate of one and one-half (1-1/2) times their normal rate of pay for all hours worked in addition to the amount of holiday pay to which the employee is entitled under subsection V(B). An employee who does not work the holiday because the holiday is celebrated on the employee's regularly scheduled day off (and is not in a leave status), instead of receiving the pay assigned by this subsection for working the holiday or receiving the holiday pay for the holiday being celebrated on the employee's regularly scheduled day off, may take another day off, subject to approval by the head of the division to which the employee is assigned or the approval of the appointing authority, subject to the employee using the holiday within a sixty (60) day period from the actual holiday (or the employee will be paid for the holiday pay entitlement).

No employee will be scheduled to work the designated holiday unless deemed necessary by the Division Manager, or his designee.

D. Personal Days. All employees in active pay status, whether exempt or non-exempt will be afforded three (3) personal days off with full normal pay each calendar year. Newly hired employees will be afforded such personal days in their first year of appointment or reappointment as follows:

Hired before May 1three (3) days
Hired from May 1 to August 31two (2) days
Hired after August 31 one (1) day

VI. RELIGIOUS ACCOMMODATIONS.

- A. As required by law, the City will accommodate all employees' religious beliefs. Those who wish to do so may attend religious services according to their faith upon the following conditions:
1. The employee's absence does not cause disruption of the employee's department;
 2. The employee's absence shall not be paid;
 3. The employee may elect to use personal days, vacation days, or comp time to attend religious services or events.

The City of Mansfield's religious accommodation ordinance/policy does not prohibit any employee from utilizing their personal, vacation, or comp time for any non-religious purposes subject to the approval of department head or appointing authority. A person wishing to use time for non-religious purposes must conform to the conditions listed above in Section 5. VI. Religious Accommodations (A).

VII. LEAVES OF ABSENCE.

A. SICK LEAVE

1. Accrual - All eligible full-time, non-bargaining unit employees earn .05769 hours ~~(.0928 hours for employees working forty-eight (48) hour weeks)~~ **(.0769 hours for employees working a forty-eight (48) hour week, if hired before April 1, 2014)** of sick leave for each non-overtime hour in active pay status. Employees may accrue and carry over all sick leave earned with no limits.

2. Credit for Prior Service.

(a) Transfer of Leave. Employees who previously separated from service with the City or who transfer between City departments or divisions, will be credited with their unused balance of accumulated sick leave. If the time between separation does not exceed (ten) 10 years and the unused balance has not been converted to cash. Additionally, an employee who has prior service with a public agency, as defined herein, shall be credited

with the unused balance of accumulated sick leave earned during said prior service, so long as he/she is employed by the City.

(b) Restoration of Leave Credit Upon Re-employment. An employee who has previously accumulated sick leave credit earned with the City or another public agency shall, upon re-employment by the City, have restored all unused sick leave credit which was not converted to a cash benefit provided the employee is re-employed within ten (10) years.

Employees are responsible for informing the Human Resources Department of such prior service.

The term "public agency" as used herein shall include state agencies, counties, municipalities, boards of education, libraries and townships within the State of Ohio.

Employees who have previous service with a public agency as defined herein will be entitled to use sick leave accrued with such prior employer(s), as set forth hereinafter, ~~but shall not be permitted to have it calculated for the purpose of the Annual Conversion Option provision of this Section.~~

3. ~~Usage - An employee shall take sick leave in the following manner: Sick leave accrued as an employee of the City shall be taken first. If an employee has a sick leave credit carried over from service with another public agency, as defined above, it shall only be used by the employee if all sick leave accrued as an employee of the City has been exhausted.~~

Sick leave may be used only for the following reasons:

- a. Illness or injury or pregnancy or childbirth related conditions of the employee, or of a member of the employee's immediate family requiring the employee's attendance and personal care;
 - b. Exposure of an employee to a contagious disease which would have the potential of jeopardizing the health of the employee or the health of others;
 - c. Physical, dental, optical or psychological examination or treatment of the employee or a member of the employee's immediate family by an appropriate practitioner.
4. Immediate Family - For purposes of this policy, "immediate family" is defined as the employee's: spouse, mother, father, child, step-child, mother-in-law, father-in-law, or person with whom the employee maintains a spousal relationship or to whom or with whom the employee stands in loco parentis.
5. Payment - Employees absent on approved sick leave shall be paid at their applicable hourly or salaried rate.
6. Annual Conversion Option. An employee with at least six hundred (600) hours of accumulated sick leave to his credit as of January 1 of each year may elect to convert up to eighty (80) hours of accrued but unused sick leave into compensatory time (pay for exempt employees), provided that no employee may accrue compensatory time under

this section in excess of one hundred sixty (160) hours. Such election shall be made in writing on a form provided by the City delivered by the employee to his division head between January 1 and January 31. Only one election per year shall be processed.

7. Sick Leave Conversion Upon Resignation. Upon resignation after eight (8) or more years of service with the City, an employee shall be paid in cash the value of the employee's accrued but unused sick leave credit up to a maximum of two hundred forty (240) hours. Compensation for each day of such leave shall be computed on a basis of the employee's annual salary at the time of resignation, divided by 2080.

In the event of a termination due to a disciplinary action, the above conversion shall apply.

8. Sick Leave Conversion Upon Full Retirement. Upon full retirement, compensation for accrued, unused sick leave shall be based upon the computation charts set forth below. Compensation for each day of such leave shall be computed on a basis of the employee's annual salary at the time of retirement, divided by two thousand eighty (2080). **Except for those employees on a forty-eight (48) hour work week, promoted to a non-bargaining position after the passage of this ordinance, whose annual salary at the time of retirement shall be divided by two thousand four hundred ninety-six (2496).**

For an employee hired before January 1, 2014, the number of compensated hours shall be as follows:

Seniority	Hours
1-25 years	One (1) hour for every two (2) hours accrued.
+25-30 years	One (1) hour for every one (1) hour accrued up to a maximum of 1,500 hours accrued and one (1) hour for every two (2) hours accrued remaining beyond 1,500 hours.
over 30 years	One (1) hour for every one (1) hour accrued up to a maximum of 2,000 hrs. accrued and one (1) hour for every two (2) hours accrued remaining beyond 2,000 hours.

For an employee hired on January 1, 2014 or later, the number of compensated hours shall be as follows:

SENIORITY	HOURS
1-25 years	One (1) hour for every three (3) hours accrued.

+25 - 30 years	One (1) hour for every one (1) hour accrued up to a maximum of 1,500 hours accrued and one (1) for every two (2) hours accrued remaining beyond 1,500 hours.
over 30 years	One (1) hour for every one (1) hour accrued up to a maximum of 2,000 hours accrued and one (1) hour for every two (2) hours accrued remaining beyond 2,000 hours.

Full Retirement is defined as an employee who is eligible for retirement by age, service, or disability requirements of the applicable State Retirement System.

If an employee otherwise eligible for sick leave conversion under subsection VII.A.8 dies while still employed, then the employee will be considered to have retired on the date of his death; and the employee's sick leave conversion benefits shall be computed in accordance with subsection VII.A.8. (except that payment shall be one (1) hour for every one (1) hour of accrued, unused sick leave) and will be paid to the deceased employee's dependents as defined in Ohio Revised Code, §4123.59(D) (1)(2).

9. Transfer Credits. Upon transfer from one division or department of the City to another, unused sick leave days shall continue to be available for the transferred employee's use.

10. Sick Leave Donation Program.

a. An employee may receive donated sick leave, up to the numbers of hours the employee is scheduled to work each pay period or as provided in paragraph (A)(4) of this rule, if the employee who is to receive donated sick leave:

- (1) Has a serious illness or injury as documented by a medical doctor that renders them unable to perform their job function for a minimum of at least four weeks.
- (2) Has no accrued leave;
- (3) Has not been approved to receive other benefits; and
- (4) Has applied for any paid leave, or benefits programs for which the employee is eligible. An employee who has applied for these programs may use donated sick leave to satisfy any waiting period for such benefits, when applicable.

b. An employee may donate sick leave if the donating employee:

- (1) Voluntarily elects to donate sick leave and does so with the understanding that donated leave will not be returned;
- (2) Donates a minimum of eight hours; and

- (3) Retains a sick leave balance of at least 480 hours.
- c. The sick leave donation program shall be administered on a pay period by pay period basis. An employee using donated sick leave shall be considered in active pay status and shall accrue leave (except holidays) and be entitled to any benefits to which they would otherwise be entitled. Holidays will be taken hour for hour as they fall and the employee will not be charged sick leave on that day. Leave accrued by an employee while using donated sick leave shall be used, if necessary, in the following pay period before additional donated sick leave may be received. Donated sick leave shall not count toward the probationary period of an employee who receives donated sick leave during his or her probationary period. Donated sick leave shall never be converted to a cash benefit. No employee will be permitted off work more than twelve consecutive calendar months using donated sick leave.
- d. An employee who wishes to donate sick leave shall certify on a form provided by the City:
 - (1) The name of the employee for whom the donated sick leave is intended;
 - (2) The number of hours to be donated;
 - (3) That the donating employee will have a minimum sick leave balance of at least 480 hours; and
 - (4) That the sick leave is donated voluntarily and the employee understands that the donated leave will not be returned.
- e. Appointing authorities shall ensure no employees are forced to donate leave. Appointing authorities shall respect an employee's right to privacy, however appointing authorities may, with the permission of the employee who is in need of the leave, inform other employees of their co-worker's critical need for leave. No appointing authorities nor any other city employee shall directly solicit leave donations from employees. The donation shall occur on a strictly voluntary basis.
- f. No employee who donates sick leave shall lose his/her sick leave bonus as a result of such sick leave donation.

11. Incentive Bonus. An employee who uses no sick leave (including FMLA) nor has any time in unpaid status absences without leave or unpaid disciplinary suspensions during any calendar year shall receive a five-hundred-dollar (\$500.00) bonus; an employee who uses one (1) day or less of such time shall receive a four-hundred-dollar (\$400.00) bonus; an employee who uses two (2) days or less of such time shall receive a three-hundred-dollar (\$300.00) bonus. Such bonus shall be payable in a separate check in the second pay period in January of the following year.

B. WAGE CONTINUATION.

- 1. Eligibility and Qualifications. All eligible non-exempt full-time employees who suffer a compensable industrial injury or illness may be eligible for wage continuation benefits in

lieu of workers' compensation lost time benefits. Payment of related medical benefits shall remain the responsibility of the Bureau of Workers' Compensation (BWC). Wage continuation benefits are paid only at the discretion of and with the written approval of the Safety-Service Director or Public Works Director, after review and approval by the Human Resources Department, subject to the following conditions:

- a. The injury or illness must be determined to be compensable by the City, or in the case of dispute, the Ohio Industrial Commission (OIC).
 - b. Valid medical proof of disability must be provided on Form HR62 - Attending Physician Statement and/or appropriate BWC form. The employee's attending physician must complete and sign the form in its entirety.
 - c. The employee shall immediately receive all appropriate and necessary medical treatment, and, if required, a drug test immediately after the injury occurs and test negative.
 - d. The employee must complete an FRO1-1 application, and sign both a wage continuation agreement and election.
 - e. The City reserves the right to have an employee examined by a physician of its choice to confirm any medical diagnosis and/or period of disability.
 - f. Wage continuation will be paid for only those periods of lost time that would qualify the employee for receipt of workers' compensation lost time benefits.
2. Payment. Wage continuation benefits shall be the employee's rate of pay at the time of the injury multiplied by the employee's regularly scheduled hours per week. Such payments shall normally commence immediately upon receipt of disability proof and a completed claim application.
3. Employment Status. An employee qualifying for wage continuation shall be eligible to reschedule any prescheduled vacation which was to be taken during the period of wage continuation. If such vacation, or other accrued vacation, cannot be taken before the end of the employee's anniversary year, the employee shall be entitled to receive payment for such vacation hours, or, the employee can elect to carry over part or all of such vacation as provided in Section IV. E. Such employees shall be entitled to holiday pay for any holidays which occur during a period of wage continuation leave, in addition to wage continuation.
4. Termination of Benefits. Wage continuation will cease upon any of the following conditions:
- a. The employee returns to work.
 - b. The employee's or City's physician releases the employee to return to work.
 - c. The employee begins working for another employer.
 - d. The employee fails to return to work on a Transitional Duty assignment (if applicable) consistent with the employee's medical restrictions.

- e. The employee fails to appear for a City sponsored medical exam.
 - f. The employee has reached maximum medical improvement (MMI) and/or the condition has become permanent.
 - g. The claim is found to be fraudulent after payment has begun.
 - h. The employee attempts to collect both temporary total compensation and wage continuation.
 - I. Notice of a positive drug/alcohol test;
 - j. Termination of employment; or
 - k. Regardless of the above conditions, wage continuation benefits shall terminate when an employee is on wage continuation for 1,560 hours (1,872 hours for forty-eight (48) hour employees) as a result of each incident of compensable injury or illness or re-aggravation of same.
- 5. An employee who is unable to return to work after the termination of wage continuation benefits shall be placed on the appropriate leave of absence.
 - 6. An ill or injured employee may also qualify for the City's Transitional Duty Program in accordance with Section 5.16 of the City's Personnel, Policy, and Procedure Manual.

C. BEREAVEMENT LEAVE

1. Pay for Bereavement Leave. A leave of absence of five (5) days (with full normal pay) to attend the funeral of a member of the immediate family, to include spouse, child, parent, and parent-in-law, or other relatives or persons with whom the employee maintains a spousal relationship or to whom the employee stands in the place of a parent, living in the same household as the employee at the time of the relative's death, shall be granted to a non-exempt employee.

2. A leave of absence of three (3) days (with full normal pay) to attend the funeral of other immediate family members, to include brother, sister, grandparent, grandparent-in-law, grandchild, half brother, half sister, brother-in-law, and sister-in-law (spouse's sibling or sibling's spouse), shall be granted to a non-exempt employee.

3. A leave of absence of one (1) day (with full normal pay) shall be granted to an employee to attend the funeral of an employee's aunt or uncle, niece or nephew. ~~Proof of death and relationship of the deceased shall be provided to the City by the employee, if so requested.~~

4. Extended Bereavement Leave. Upon approval of the Safety-Service Director or Public Works Director, bereavement leave in excess of that provided for in subsection VI.C.1. will be charged to the employee's accrued sick leave balance. This use of sick leave counts for purposes of the bonus described in ~~Section VII (A)(6) herein.~~ **this Section.**

5. Definitions. Each of the family member categories included above includes full, half, **in-law** and step members.

6. Bereavement leave as set forth herein shall be available to any employee covered by this Ordinance, whether they be considered exempt or non-exempt.

7. Notice/Approval Documentation. Any exempt or non-exempt employee requesting bereavement leave must notify their division head or appointing authority as soon as practicable. Initial requests for leave may be approved provisionally, subject to review and verification by the appropriate Director/designee. Proof of death and relationship of the deceased shall be provided to the City by the employee, if so requested.

D. LEAVE OF ABSENCE WITHOUT PAY

1. Eligibility - All employees who have completed their probationary period may request a leave of absence from employment without pay. Approval of such request is solely at the discretion of the Safety-Service Director or Public Works Director and each request will be determined on its own merits. A leave of absence without pay shall generally not exceed six (6) months, although an extension of up to three (3) months may be granted at the discretion of the appointing authority.
2. Reasons for Leave - Eligible employees may request a leave of absence without pay for the following reasons:
 - a. to pursue education related to the employee's job; or
 - b. when an eligible employee who has exhausted all paid leave is determined by a licensed physician chosen by the City to be temporarily unable to perform the essential functions of the employee's job. A leave of absence without pay may be granted if such physician certifies that the probable length of disability and date of return will not exceed the maximum length of such leave.
3. Return From Leave - Upon returning from an approved leave of absence, the employee shall be placed in the employee's original position, or similar position should the employee's original position be unavailable. Should no similar position be available, the employee will be laid off, and shall have the appropriate displacement rights.
4. Failure to Return or Properly Use Leave - Failure to return to work within three (3) working days after the scheduled end of an authorized leave of absence without acceptable justification will be deemed a voluntary resignation effective as of the scheduled expiration of the authorized leave. Failure to use a leave of absence for the reasons stated in the request for leave may result in cancellation of the leave.
5. Effect On Employment - Sick leave, vacation leave, holiday pay and personal leave are not earned by or paid to employees while on an authorized leave of absence without pay. A leave of absence without pay shall not be considered a break in service for seniority purposes if the employee returns to service at the end of the leave.

E. SPECIAL LEAVE

Leave without pay for personal reasons may be granted at the discretion of the appointing

authority for good cause shown for a period not to exceed ninety (90) days. Such requests must be made in writing by the employee on a form provided by the City. Requests will be considered on a case-by-case basis. All discretionary paid leave must be used before such leave may be granted. Employees on special leave are in a no-pay status, and no paid benefits are accrued or paid while on such leave. The City shall cease paying its share of any health insurance premium for the employee, and shall notify the employee of his COBRA rights, if such leave extends beyond the period of time covered by the last premium payment made by/for the employee.

F. LEAVES OF ABSENCE FOR TEMPORARY MILITARY TRAINING

1. An employee who is a member of the Ohio National Guard, the Ohio Air Guard, the Ohio Naval Militia, or other reserve components of the armed forces of the United States shall be entitled to military leaves of absence from his respective duties for such time as he is in such military service on field training or active duty and pay as provided for in Ohio Revised Code §5923.05.
2. An employee shall receive the difference between his military pay and his regular pay for this period of time. However, satisfactory evidence of the military pay must be presented to the Finance Director before payment is authorized.

G. CIVIL LEAVE

A non-exempt regular full-time employee covered hereunder subpoenaed for a court appearance or jury duty in any court of record of Ohio shall be paid his regular salary for the period of time so served, unless such court appearance is in connection with the employee's personal business (e.g., traffic court, divorce, etc.). Such employees shall notify a supervisor of their division in advance and shall return to work each day when excused from court for that day. The employee shall deposit all funds received for court duty performed during regular working hours with the Finance Director.

H. DISASTER LEAVE

Time off with pay shall be allowed to a fully qualified non-exempt regular, full-time employee covered hereunder for service in specialized disaster relief service for the American Red Cross. Said leave shall be granted only after the requisition of the individual to serve in such capacity by the American Red Cross and except in case of the need for the employee to function in his job with the City due to an emergency.

I. EXAMINATION LEAVE

Time off with no loss of pay shall be allowed to non-exempt regular, full-time employees covered by this Ordinance to participate in the City's Civil Service tests or taking a required examination pertinent to their City employment before an Ohio or federal licensing board.

J. ORGAN DONOR LEAVE

1. A full-time employee shall receive up to one hundred twenty (120) hours of leave with pay during each calendar year to use during those hours when the employee is absent from work because of the employee's donation of any portion of an adult liver or because of the employee's donation of an adult kidney.

2. A full-time employee shall receive up to forty (40) hours of leave with pay during each calendar year to use during those hours when the employee is absent from work because of the employee's donation of adult bone marrow.

3. Leave under this section does not have to be used in conjunction with other types of accrued leave such as sick leave, vacation or compensatory time.

VIII. LONGEVITY.

A. Each eligible employee hereunder shall receive a longevity payment for service as a regular full-time employee.

B. An employee entitled to a longevity payment under this Article shall receive \$100 for each year of completed service as computed on November 30 of each year to be paid by December 1 of that year.

In calculating completed service for the purpose of longevity, for all employees other than re-hired retirants, the beginning date shall be the employee's original date of hire by the City. For employees who have retired from the City and been rehired, the calculation of longevity shall begin with the date of rehire. Provided however, that any re-hired retirant who is currently receiving longevity which is calculated utilizing pre-retirement service shall continue to receive longevity on that basis until such time as service with the City is finally concluded.

C. In the event an eligible employee terminates his/her employment during a calendar year, he/she shall be paid a prorated share of his applicable longevity payment. An employee shall be credited with completed years and months of service based on his/her anniversary date. "Completed month" meaning that an employee has worked more than fifteen (15) days in an anniversary month [e.g. If anniversary date is November 10th and retirement date is December 1st, then employee would be paid longevity for the month of November 10th through December 10th].

IX. SHIFT DIFFERENTIAL

Non-exempt employees who are assigned to a regular eight (8) hour shift on second or third shift shall receive shift differential pay of ~~\$1.00~~ **\$1.50** per hour in addition to the employee's straight hourly rate of pay for all hours worked on second or third shift.

X. CLOTHING ALLOWANCE

A. The City will furnish, at its own cost, such items of protective clothing, gloves, boots, safety equipment, etc. designated in writing by the appointing authority for the employee as necessary to protect the employee on the job assignment. The employee shall be responsible for all issuances. He shall turn in all such clothing and equipment when requested by his supervisor, or upon termination of employment. A copy of the issuance, including costs, shall be given the employee. The City will provide any uniforms it designates to be worn by employees. Such uniforms must be worn.

B. A uniform maintenance allowance of One Thousand **Five Hundred** Dollars (\$1,000)

(\$1,500) per year shall be paid to the Chief of Police, the Assistant Chief of Police, the Chief of Fire, and the Assistant Chief(s) of Fire. Such allowance shall be paid in two (2) installments of ~~Five~~ **Seven** Hundred ~~Fifty~~ Dollars (\$500) **(\$750)** each and shall be payable for the prior six (6) month period on the first pay date in November and May of each year. An employee of the Division of Fire or the Division of Police as aforementioned, retiring or resigning shall be entitled to receive the uniform maintenance allowance, prorated to the nearest full month on the date of resignation or retirement.

XI. CERTIFICATION PAY

A. Employees covered by this Ordinance, who are required by their position to possess, or are approved by their appointing authority to utilize the license or certification indicated below, in addition to their normal rate of pay, shall receive license pay as follows:

CDL-A	\$50.00/month
CDL-B License	\$40.00/month
Each CDL Endorsement	\$30.00 /month additional
Class I *	\$52.50/month
Class II*	\$70.00/month
Class III*	\$90.00/month
Class IV*	\$110.00 /month
Building Official Combination	
Inspector Plan Examiner	\$97.50/month
Residential Bldg. Code Official	\$97.50/month
Master Plans Examiner Commercial	
Building Official	\$97.50/month
Building Inspector	\$97.50/month
Electrical Safety Inspector	\$97.50/month
Electrical Class A License	\$97.50/month
Ohio Parks and Recreation	
Association (OPRA) Certification	\$97.50/month
National Recreation and Park	
Association Certification (NRPA)	\$97.50/month
Certified Technicians (MAC Certification)	
under Section 609 of the Clean Air	
Act	\$25.00/month
Camera Closed-Circuit Television	
(CCTV) Certification (Pipeline,	
Lateral, and Manhole	
Certification PACP/LACP/MACP	
Series):	\$25.00/month for entire series
Playground Safety Inspector	\$35.00/month
EPA Chemical & Microbiological	
Lab Certification (WTP) (one per plant).....	\$45.00/month
OWEA Class II Lab Certification	
(WWTP) (one per plant).....	\$45.00/month
Ohio Department of Agriculture	
Commercial Pesticide Applicator	
License (four (4) total: one at WTP,	

one at WWTP, one at Service Complex,
one Building Maintenance \$35.00/month

Certified Professional in Erosion and Sediment Control (CPESC)	\$70.00/month
Certified Erosion, Sediment and Storm Water Inspector (CESSWI)	\$70.00/month

* These classified licenses include Water Distribution/Wastewater Collection System certifications/licenses issued by the Ohio EPA.

All license or certification pay listed above, shall be pro-rated and paid each pay period.

B. Employees in the Division of Engineering (except the City Engineer or Chief Deputy City Engineer) shall receive additional monthly compensation, unless such qualification is a prerequisite to the position held as follows:

1. Registration by the State of Ohio as a Professional Engineer. \$35 per month.
2. Graduation from a four-year college or university or registration by the State of Ohio as a professional land surveyor. \$30 per month.
3. Graduation or a diploma from a two-year technical college. \$25 per month.

C. Guidelines.

1. An employee can receive ~~one (1) additional certification payment per Section XX(A), (B) or (C)~~ or a maximum of three (3) payments.
2. Provide proof of up-to-date licenses or certification from the state to the Human Resources Department by no later than November 30 of each year.

D. Hazardous Materials/Technical Rescue Team. Each employee in the Division of Fire who meets the qualifications for service as determined by the Chief of Fire and is appointed to the division's Hazardous Material/Technical Rescue Team and who serves on the team for an entire calendar year and is still on the team on January 1 of the following year, shall receive a payment of Five Hundred Dollars (\$500), payable in the first pay in April. **Additionally, each employee of the Division of Fire who satisfactorily completes a state recognized fire service program or other certificates for Fire Safety Inspector, Arson Investigator, EMS Instructor, Fire Instructor, Rope Rescue Technician, Confined Space Rescue Technician, Trench Rescue Technician, Swift Water Rescue Technician, or who receive a college degree in Fire Science, Fire Administration or Public Administration shall receive an annual lump sum payment of Five Hundred Dollars (\$500) per year provided such certification is active. Payment for said certification and/or degree shall be made in the first pay in April. Employees who receive certification pay must be willing and able to use their certification as part of their normal duties.**

XII. EDUCATION REIMBURSEMENT-EDUCATIONAL ASSISTANCE PROGRAM

A. Education Reimbursement **Assistance**. Each full-time regular employee with at least one

(1) year of service since the employee's most recent hire date is eligible to apply for reimbursement of **assistance with** tuition and other costs of instruction voluntarily undertaken by the employee subject to the following conditions.

B. Approval. All requests for reimbursement **assistance** must be approved in advance by the Human Resources Division, division head and Safety-Service Director or Public Works Director. Approval is based upon meeting all of the qualifications herein and the availability of funds. ~~In addition, the Mayor shall create and maintain a current list of approved institutions for which reimbursement of tuition may be made under this section.~~ Only those institutions licensed **and/or accredited** shall establish eligibility of an employee for reimbursement. **assistance.**

C. Tuition Reimbursement. Reimbursement of tuition for pre-approved courses shall be made upon presentation of an official transcript of payment as follows:

A "Corporate Reimbursement", defined as payment directly to the educational institution, for tuition for pre-approved courses shall be made upon presentation of an official transcript, payment as follows:

***Any other form of tuition assistance, other than that of "Corporate Reimbursement," as defined above must be pre-approved by the appropriate Director or Appointing Authority.**

GRADE	% Of Maximum Reimbursement	
	Undergraduate	Graduate
A or equivalent (or pass if pass/fail)	100%	100%
B or equivalent	75%	50%
C or equivalent	50%	0%
Below a C (or fail if pass/fail)	0%	0%

So, for example, if an employee in an undergraduate course had a tuition reimbursement amount of \$500.00 for a semester approved, and the employee received a grade of "B" for the class, the employee would be reimbursed for \$375.00.

D. Other Fees. Course materials and fees required to attend approved courses may be reimbursed at 100%. Books, instructional materials and fees which are strongly advised, but not required, may be reimbursed at 25%. **This shall be done only after documentation is provided by the employee/student.**

E. Conditions. Reimbursement can only be made for the following courses and under the following conditions:

1. The course must be a technical or business post-high school level course at an accredited institution or an undergraduate or graduate course at an accredited college or university;
2. The course must be directly related to the duties and responsibilities of the employee's present

position or the duties and responsibilities of the next higher position in the normal career path within the employee's department.

3. All courses must be taken during the employee's non-scheduled working hours. Any situation which in the discretion of the division head would require an employee's presence on the job shall take complete precedence over any time scheduled for course work.

F. Time spent in attending all courses hereunder is not considered compensable hours worked. Employees may not be reimbursed for meals, travel expenses, parking, housing or any other expense related to course attendance.

G. Employees who resign or are terminated from employment for just cause within five years after the end of any semester, quarter or class for which they received education reimbursement assistance from the City shall repay such reimbursement funds to the City as follows:

Years	Repayment
0-1	100 %
1-2	80 %
2-3	60 %
3-4	40 %
4-5	20 %
more than 5	0 %

XIII. DISCIPLINE

A. The forms of misconduct which are the basis for the reduction, suspension or removal of an individual employee are: neglect of duty; incompetency; inefficiency; dishonesty; drunkenness; immoral conduct; insubordination; discourteous treatment of the public; any other failure of good behavior, and any other acts of misfeasance, malfeasance and nonfeasance.

B. Each record of disciplinary action shall remain in force and effect as follows:

1. Informal conference - 12 months
2. Record of written reprimand - 12 months
3. Record of suspension or fine - 24 months

C. Thereafter, each disciplinary action shall cease to have force and effect for progressive discipline purposes provided intervening disciplinary action does not occur within the 12 or 24 month period following the respective disciplinary action.

D. Supervisors may issue informal conferences and written warnings. Only the Safety-Service Director or Public Works Director has the authority to reduce in classification or pay, fine, suspend or terminate a classified employee. Prior to such discipline, a pre-disciplinary conference must be held.

E. Whenever a division head determines that a classified employee may have committed an offense which could result, if proven, in a suspension, reduction in pay or classification, or termination, a pre-disciplinary conference will be scheduled by the division head to give the employee an opportunity to offer an explanation of the alleged conduct. Pre-disciplinary conferences will be conducted by the Human Resources ~~a City~~ Director.

F. Prior to the scheduled starting time of the conference, the division head will provide the employee with a written outline of the charges which may be the basis for disciplinary action. In response, the employee must appear at the conference to present an oral or written statement in the employee's defense; or appear at the conference and have legal counsel present an oral or written statement in the employee's defense; or elect in writing to waive the pre-disciplinary conference.

G. An employee who elects to attend the conference and present evidence, or who is called to testify, must answer all questions truthfully. If it is later proved that the employee's answers were not truthful, such dishonesty may result in disciplinary action.

H. At the conference the employee may present any testimony, witnesses, or documents which explain whether or not the alleged misconduct occurred. The employee shall provide a list of witnesses to the division head as far in advance as possible, but not later than one hour prior to the pre-disciplinary conference. It is the employee's responsibility to notify witnesses that their attendance is desired.

I. Personnel Files. Personnel files on all employees covered by this Ordinance shall be maintained in the office of the City's Human Resources Director, and each employee shall be allowed to review the contents of his personnel file at all reasonable times during his non-work hours upon written request. Memoranda clarifying and explaining alleged inaccuracies of any document in his file may be added to the file by the respective employee.

XIV. EMPLOYEE CONCERNS/COMPLAINTS

A. Each employee is permitted to pursue a concern, complaint, or a misunderstanding regarding their employment with the City of Mansfield. All concerns and complaints will be dealt with in a timely fashion and objectively.

B. The following procedure is available to all employees:

1. An employee first should approach his immediate supervisor on an informal basis. There is a possibility that the problem can be satisfactorily resolved at this level.
2. If the problem cannot be resolved on an informal basis, the employee should refer the problem to his division head (if that person is not his immediate supervisor).
3. If the employee still has not received a satisfactory answer, the employee should feel free to contact his appointing authority or the Human Resources Director (if that person is not his immediate supervisor or division head) and a meeting will be arranged to discuss the situation.

C. All concerns, complaints, and misunderstandings will be processed objectively.

XV. SERVICE HANDGUN AND FIRE HELMET

Upon full retirement with twenty-five (25) years of service or full disability retirement under the Ohio Police & Fire Pension Fund, a retiring Chief of Police or Fire or Assistant Chief of Police or Fire shall be permitted to purchase his service handgun or fire helmet from the City for the purchase price of One Dollar (\$1).

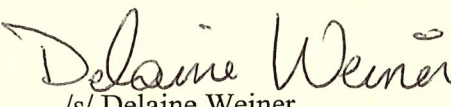
XVI. OTHER

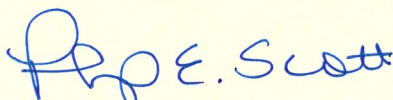
Other policies, and procedures to implement these policies, shall be contained in a personnel policy manual and employee handbook maintained by the Human Resources Director.

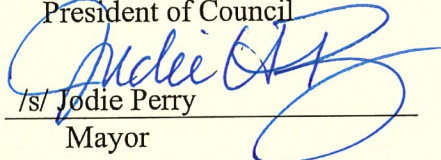
SECTION 6. That any existing Ordinances pertaining to wages and salaries, fringe benefits and terms of employment of employees covered by this Ordinance be, and the same are hereby, repealed.

SECTION 7. That by reason of the immediate necessity for establishing and implementing wages, salaries, fringe benefits, and terms of employment for certain non-collective bargaining unit employees, this measure is determined to be an emergency ordinance for the immediate preservation of the public peace, health, safety and welfare of the City of Mansfield and its inhabitants and providing it receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its adoption, otherwise from and after the earliest time allowed by law, after its passage and approval by the Mayor.

Caucus	<u>19 May 2026</u>
1 st Reading	<u>19 May 2026</u>
2 nd Reading	<u> </u>
PASSED	<u>19 May 2026</u>

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