

## Summary Sheet Feb 15, 2022

<u>Bill</u>	<u>Ord</u>	<u>Status</u>	<u>Title</u>	<u>Sponsor</u>	<u>Meeting</u>
22-017	22-017	Passed	Demolition - 173 Vale Avenue	<b>Meier</b>	
22-018	22-018	Passed	Demolition - 214 Miller Street	<b>Meier</b>	
22-019	22-019	Passed	Demolition - 308 Newman Street	<b>Meier</b>	
22-020	22-020	Passed	Demolition - 1160 Pawnee Avenue	<b>Meier</b>	
22-021	22-021	Passed	Authorizing payment to Dixon's Fine Cleaning Service in the amount of six thousand sixty-one and 00/100 dollars (\$6,061.00) by affirming a Then and Now Certificate of the Finance Director, and declaring an emergency.	<b>Davenport</b>	
22-022	22-022	Passed	Authorizing the acceptance of funding from the Ohio Office of Criminal Justice Services (OCJS) for the Northern Ohio Comprehensive Opioid, Stimulant, and Substance Abuse Program (COSSAP), in the amount of four hundred seventy-one thousand, seventy-five and 34/100 dollars (\$471,075.34) to assist METRICH Drug Task Force operations, and declaring an emergency.	<b>Davenport</b>	
22-023	22-023	Passed	Authorizing the Public Works Director to enter into a Job Creation Tax Credit Agreement with Ohio Valley Stamping-Assemblies, Inc., and declaring an emergency.	<b>Moton</b>	<b>6:05 Econ Dev</b>
22-024	22-024	Passed	Authorizing the Interim Safety-Service Director to purchase, two (2) Pierce Impel Pumper Fire Trucks from Atlantic Emergency Solutions for the Fire Department, and declaring an emergency.	<b>Davenport</b>	
<b>NEXT MEETING Tuesday, <span style="color: red;">March 1st</span>, 2022 7:00 PM Council to follow</b>					

BILL #22-017

ORDINANCE #

22-017

BY: MRS. MEIER

Declaring the remains of a designated dwelling (173 Vale Avenue) to be insecure, unsafe, structurally defective and dangerous to life and other property; directing the demolition thereof by City forces or contract labor, materials and equipment, and declaring an emergency.

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

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

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

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

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

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

**SECTION 2.** That the premises referred to in Section 1 hereof are described as follows: situated in the City of Mansfield, County of Richland and State of Ohio: And being known as part of lot number Eighteen Hundred and Thirteen #1813 of the consecutively numbered lots in said city, and being more particularly described as follows: Beginning for the same at a 3 Inch marker east In a paved driveway marking the northwest corner of Lot #1813 in the City of Mansfield; Thence, North 88 degrees 35,minutes 08 seconds East with the north line of said lot 30.00 feet to an iron pin found; Thence, South 01 degree 09 minutes 54 seconds East, 120.00 feet to an Iron pin found on the south line of said lot; Thence, South 88 degrees 35 minutes 08 seconds West with said south line, 28.89 feet to an iron pin set on the southwest corner of said lot; Thence, North 01 degree 47 minutes 21. seconds West with the west line of said lot, 120.00 feet to the pierce of beginning, containing 3521 square feet according to survey by Chad F, Craig P.S. 8195 on February 8, 2017 but subject to all legal highways and easements of record.

Parcel Numbers: 027-04-253-03-000  
Owner: 4 Life Investments Inc.  
Address: 173 Vale Avenue

**SECTION 3.** That the Bureau of Buildings, Inspections, Licenses and Permits is hereby authorized and directed to enter into a contract according to law with a competent and licensed contractor for the provision of labor, materials and equipment for the demolition and removal of the building(s) or structure(s) hereinbefore described, including any fences, concrete stairs, retaining walls and all appurtenances thereto, together with the removal of all debris and leveling to grade, or to proceed by force account, in execution of its order under §§ 1335.09 of the Mansfield Codified Ordinances, 1997, and to otherwise comply with the provisions of said Chapter 1335.

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

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

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

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

Caucus	<u>15 February 2022</u>		
1 <sup>st</sup> Reading	<u>15 February 2022</u>		
2 <sup>nd</sup> Reading	<u>15 February 2022</u>		
PASSED	<u>15 February 2022</u>	SIGNED	 <u>/s/ David Falquette</u> President of Council
ATTEST	 <u>/s/ Amy L. Yockey</u> Clerk of Council	APPROVED	 <u>/s/ Timothy L. Theaker</u> Mayor

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

BILL #22-018

ORDINANCE #

22-018

BY: MRS. MEIER

Declaring the remains of a designated dwelling (214 Miller Street) to be insecure, unsafe, structurally defective and dangerous to life and other property; directing the demolition thereof by City forces or contract labor, materials and equipment, and declaring an emergency.

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

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

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

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

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

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

**SECTION 2.** That the premises referred to in Section 1 hereof are described as follows: situated in the City of Mansfield, County of Richland and State of Ohio: And being known as Lot One Thousand Seven Hundred Thirty-eight (1738) of the consecutively numbered lots in said City.

Parcel Numbers: 027-04-141-10-000  
Owner: Larry Renchen and Angel Renchen  
Address: 214 Miller Street

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



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

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

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

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

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

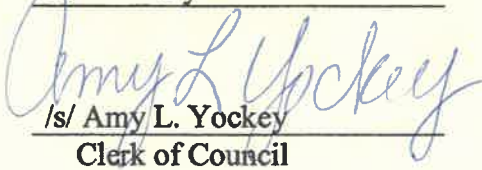
Caucus 15 February 2022  
1<sup>st</sup> Reading 15 February 2022  
2<sup>nd</sup> Reading \_\_\_\_\_  
PASSED 15 February 2022

SIGNED

  
/s/ David Falquette

President of Council

ATTEST

  
/s/ Amy L. Yockey  
Clerk of Council

APPROVED

  
/s/ Timothy L. Theaker  
Mayor

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

BY: MRS. MEIER

Declaring the remains of a designated dwelling (308 Newman Street) to be insecure, unsafe, structurally defective and dangerous to life and other property; directing the demolition thereof by City forces or contract labor, materials and equipment, and declaring an emergency.

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

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

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

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

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

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

**SECTION 2.** That the premises referred to in Section 1 hereof are described as follows: situated in the City of Mansfield, County of Richland and State of Ohio: And being known as part of Lot One Thousand Five Hundred Seventeen (#1517) of the consecutively numbered lots in said City.

Parcel Numbers: 027-05-090-13-000

Owner: Elizabeth Allwine

Address: 308 Newman Street

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

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

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

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

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

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


Caucus 15 February 2022

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

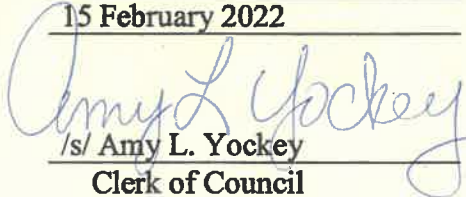
2<sup>nd</sup> Reading \_\_\_\_\_

PASSED 15 February 2022


SIGNED

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

ATTEST

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

APPROVED

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

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

BILL #22-020

ORDINANCE #

22-020

BY: MRS. MEIER

Declaring the remains of a designated dwelling (1160 Pawnee Avenue) to be insecure, unsafe, structurally defective and dangerous to life and other property; directing the demolition thereof by City forces or contract labor, materials and equipment, and declaring an emergency.

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

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

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

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

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

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

**SECTION 2.** That the premises referred to in Section 1 hereof are described as follows: situated in the City of Mansfield, County of Richland and State of Ohio: And being known as Lot Eighteen Thousand Nine Hundred Thirty-four (#18934) of the consecutively numbered lots in said City.

Parcel Numbers: 027-04-114-08-000  
Owner: Deborah Singleton and Unknown Spouse  
Address: 1160 Pawnee Avenue

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



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

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

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

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

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

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

SIGNED

  
/s/ David Falquette

President of Council

ATTEST

  
/s/ Amy L. Yockey  
Clerk of Council

APPROVED

  
/s/ Timothy L. Theaker

Mayor

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

BILL #22-021

ORDINANCE# 22-021

BY: MR. DAVENPORT

Authorizing payment to Dixon's Fine Cleaning Service in the amount of six thousand sixty-one and 00/100 dollars (\$6,061.00) by affirming a Then and Now Certificate of the Finance Director, and declaring an emergency.

WHEREAS, the Maintenance Department, obtained services with Dixon's Fine Cleaning Service, for general cleaning of the Municipal Building in January of 2022 prior to submission of a purchase order therefor to the Finance Department in the amount of six thousand sixty-one and 00/100 dollars (\$6,061.00), and

WHEREAS, R.C. 5705.41(D)(1) provides that the payment of Three Thousand Dollars or more on a contract or order made by a municipality without a certificate of available funds being attached at such time must be authorized by the legislative authority after the fiscal officer subsequently certifies that the funds were available at the time the contract or order was made and that such funds are still available.

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

**SECTION 1.** That this Council does hereby affirm the Then and Now Certificate issued by the Finance Director relating to the request and receipt by the Maintenance Department for a purchase order therefor being submitted to the Finance Department, and authorize the Finance Director to issue her warrant to Dixon's Fine Cleaning Service, in the amount of six thousand sixty-one and 00/100 dollars (\$6,061.00), from funds heretofore appropriated in the General Fund (#101).

**SECTION 2.** That reason of the immediate need to authorize payment of this obligation within thirty days after receipt of the certificate of the Finance Director per R.C. 5705.41(D)(1), 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 after its passage, otherwise from and after the earliest time allowed by law, after its passage and approval by the Mayor.

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

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

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

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

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

BILL #22-022

ORDINANCE # 22-022

BY: MR. DAVENPORT

Authorizing the acceptance of funding from the Ohio Office of Criminal Justice Services (OCJS) for the Northern Ohio Comprehensive Opioid, Stimulant, and Substance Abuse Program (COSSAP), in the amount of four hundred seventy-one thousand, seventy-five and 34/100 dollars (\$471,075.34) to assist METRICH Drug Task Force operations, and declaring an emergency.

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

**SECTION 1.** That funding from the Ohio Office of Criminal Justice Services (OCJS) for the Northern Ohio Comprehensive Opioid, Stimulant, and Substance Abuse Program (COSSAP), to assist METRICH Drug Task Force operations, in the amount of four hundred seventy-one thousand, seventy-five and 34/100 dollars (\$471,075.34) be, and the same is hereby, accepted, and the appropriate officers are authorized to execute any and all documents pertaining to the receipt and use of said funds.


**SECTION 2.** That of the funds accepted by Section 1 hereof, the sum of two hundred forty-four thousand, nine hundred sixty-one and 00/100 dollars (\$244,961.00) shall currently be, and the same is hereby, appropriated from the unappropriated Grant Fund (#224) to the following classifications:

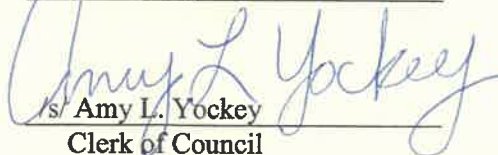
224.15.51 Police METRICH Grant


Personal Services	\$40,789.00
Employee Benefits	\$35,393.00
Contractual Services	\$144,543.00
Supplies	\$24,236.00
Total	\$244,961.00

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

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

  
 SIGNED /s/ David Falquette  
 President of Council

ATTEST   
/s/ Amy L. Yockey  
 Clerk of Council

  
 APPROVED /s/ Timothy L. Theaker  
 Mayor

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

BILL #22-023

ORDINANCE # 22-023

BY: MS. MOTON

Authorizing the Public Works Director to enter into a Job Creation Tax Credit Agreement with Ohio Valley Stamping-Assemblies, Inc., and declaring an emergency.

WHEREAS, Ohio Valley Stamping-Assemblies, Inc. has promised to create more than 30 new full-time jobs at said locations, and

WHEREAS, Ohio Valley Stamping-Assemblies, Inc. has also qualified for a State of Ohio Job Creation Income Tax Credit, and

WHEREAS, Ohio Valley Stamping-Assemblies, Inc. meets the City of Mansfield criteria for acceptance of a Job Creation Income Tax Credit pursuant to Mansfield's program, and


WHEREAS, both the City of Mansfield and Ohio Valley Stamping-Assemblies, Inc. will benefit from entering into a Job Creation Tax Credit agreement.

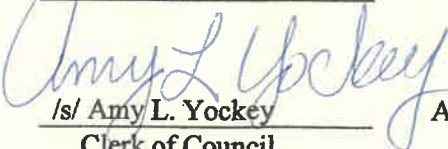
**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MANSFIELD, STATE OF OHIO:**


SECTION 1. That Mansfield City Council does hereby authorize the Public Works Director to execute the Jobs Creation Income Tax Credit Agreement with Ohio Valley Stamping-Assemblies, Inc. a copy of which is attached hereto as Exhibit "A" and made a part hereof.

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

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

SIGNED   
/s/ David Falquette  
President of Council

ATTEST   
/s/ Amy L. Yockey  
Clerk of Council

APPROVED   
/s/ Timothy L. Theaker  
Mayor

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



**CITY OF MANSFIELD  
JOB CREATION TAX CREDIT AGREEMENT**

This Municipal Job Creation Income Tax Credit Agreement ("Agreement") is made and entered into by and between the City of Mansfield ("Grantor" or "City"), located at 30 North Diamond Street, Mansfield, Ohio 44902 and Ohio Valley Stamping-Assemblies, Inc. ("Grantee") with respect to Grantee's operations at the Project Location ("Project") as further described in Exhibit I, Scope of Work. The Scope of Work is incorporated by reference into this Agreement as if fully set forth herein.

Grantee was awarded a City of Mansfield Job Creation Tax Credit Agreement on February \_\_\_\_, 2022, Ordinance No. 22-\_\_\_\_ by Mansfield City Council.

1. **Grantor's Findings:** Pursuant to O.R.C. Section 122.17 and based upon a review of relevant information and the representations made by Grantee to Grantor, Grantor has determined the following:
  - (a) Grantee's Project will increase payroll and income tax revenue in the City;
  - (b) Grantee's Project is economically sound and will benefit the people of this City by increasing opportunities for employment and strengthening the economy of this City; and
  - (c) Receiving the tax credit is a major factor in the Grantee's decision to go forward with the Project.

Grantee affirms such representations and acknowledges that Grantor has relied on such representations to induce Grantor to grant tax credits contemplated by the Agreement.

2. **Term of Tax Credit:** Grantor hereby makes for the benefit of Grantee a grant in the form of a refundable tax credit (the "Grant") allowed for the taxable years or periods beginning on the Tax Credit Effective Date and ending on the Tax Credit End Date as set forth on the first page of this Agreement (the "Term") for the sole and express purpose of supporting the Project. The amount of the tax credit attributable to the Grant [for each taxable year during the Term, or for each calendar year during the Term that includes a tax period] (the "Annual Tax Credit"), shall be based on the amount of Excess Income Tax Revenues received by the City for municipal income taxes withheld by Grantee for employees located at the Project Location during such [taxable year or calendar year, as the case may be] (the "Municipal Income Tax Revenue"). Excess Income Tax Revenue shall be calculated as further described in Section 4 of this agreement. The percentage of Excess Income Tax Revenue that will be allowed as the Annual Tax Credit shall be the Tax Credit Percentage set forth on the first page of this agreement. Annual Tax Credits will be refunded to Grantee. Notwithstanding

the foregoing, Grantee shall not be eligible to receive an Annual Tax Credit for any taxable year during the Term, or for any calendar year during the Term that includes a tax period, in which the total payroll of Grantee in the Project or at the Project Location, for the taxable year or calendar year, as the case may be, is less than the Baseline Payroll, as set forth on page one of this Agreement.

3. **Job Creation and Payroll:** As a condition of the Grant, Grantee shall undertake and accomplish the Project and activities as set forth in Exhibit I. Within three (3) years of the Project's Initial operations, Grantee shall (a) employ at the Project Location at least the total number of Full-Time Equivalent Employees set forth on the first page of this Agreement as "to be created" and "to be retained" and (b) generate at least the amount of New Payroll to be created as set forth on the first page of this Agreement. New Payroll shall be calculated by subtracting the Baseline Payroll, as set on the first page of this Agreement, from the total annual payroll of the Project generated at the Project Location ("New Payroll") as reported by Grantee and verified by the City's Income Tax Director and Finance Director. To remain eligible for an Annual Tax Credit, Grantee shall thereafter maintain at least Six Hundred and Sixty Thousand Dollars (\$660,000) of New Payroll throughout the Term of this agreement. Throughout the Term, Grantee shall pay its Full-Time Equivalent Employees an average of at least one hundred fifty percent (150%) of the federal minimum wage. Also, within three years of the Project's Initial operations, Grantee must demonstrate to Grantor that Grantee has hired minority and disadvantaged persons as defined in Paragraphs (F) and (L) of the Ohio Administrative Code ("O.A.C.") Rule 122:7-1-01 at the Project Location in Percentage of Minority and Disadvantaged Hiring set forth on the first page of this Agreement. Grantee shall maintain the Percentage of Minority and Disadvantaged Hiring during the Term of this Agreement.
  
4. **Excess Income Tax Revenue:**
  - (a) **Excess Income Tax Revenue Defined:** Subject to the other provisions of Section 3 of this Agreement, Excess Income Tax Revenue shall be calculated as follows: (x) the Municipal Income Tax Revenue attributed to Full-Time Equivalent Employees employed by Grantee in the Project, minus (y) the Baseline Income Tax Revenue, as adjusted annually. For each year during the Term, the Baseline Income Tax Revenue for such year shall be increased from the prior year by an amount equal to the (n/a) Baseline Income Tax Revenue for immediately preceding year, times (N/A) the Pay Increase Factor as set forth on the first page of this Agreement.
  
  - (b) **Pro-rated Application of the Baseline Income Tax Revenue:** If Grantee becomes eligible for the credit after the first day of Grantee's taxable year or after the first day of the calendar year that includes the tax period, the Baseline Income Tax Revenue shall be reduced for such partial year pursuant to division (A)(2) of Section 122.17 of O.R.C.

- (c) **Failure to Execute Agreement:** If Grantee failed to enter into this Agreement within sixty (60) days after having received this Agreement from the City, then Grantor shall amend the Baseline Income Tax Revenue to reflect the Municipal Income Tax Revenue based on the Full-Time Equivalent Employees during the most recent twelve-month period prior to the execution of this Agreement. The revised Baseline Income Tax Revenue shall be adjusted annually for each calendar year as described in Section 4(a) above.
- (d) **Calculation of the Annual Tax Credit:** The Annual Tax Credit shall be the product of the Excess Income Tax Revenue multiplied by the Tax Credit Percentage for the calendar year reporting period set forth on the first page of this Agreement.
5. **Submission of Annual Progress Reports.** During the term, Grantee shall submit to the Finance Director an Annual Progress Report. The Annual Progress Report shall specify the number of full-Time Equivalent Employees (as defined in the State Tax Credit Agreement) first employed by Grantee as a result of the Project, the total number of Full-Time Equivalent Employees employed by Grantee at the Project, the total payroll of Grantee at the Project, the total Municipal Income Tax Revenue and the Excess Income Tax Revenue withheld in connection with the employees at the Project for the preceding taxable or calendar year, the average hourly base wage of the Full-Time Equivalent Employees, and any other information the Finance Director deems appropriate to perform the Finance Director's duties pursuant to this agreement. Grantee's Annual Progress Report shall be received by the Finance Director on behalf of the Grantor, no later than March first of each year. The Chief Executive Officer, Chief Financial Officer, or any other Officer of the company authorized to sign tax returns of Grantee shall certify to Grantor in writing the accuracy of the information contained in the Annual Progress Report with respect to such Grantee. Failure of Grantee to submit a complete Annual Progress Report shall be a default under this agreement and shall permit Grantor to exercise the remedies, including but not limited to termination, set forth in section 13 of this agreement. All reports shall be undertaken at the sole expense of Grantee.
6. **Certificate of Verification:** The Finance Director shall verify the amounts reported pursuant to Section 5 of this Agreement and, if the Finance Director determines such amounts to be supported by the Annual Progress Report, shall issue a Certificate of Verification to Grantee stating the amounts have been verified.
7. **Conditions of Grant:**
- (a) **Fee Reservations:** Grantee's receipt of the Grant is contingent upon Grantee's payment to Grantor of the appropriate servicing fees as set forth in O.A.C. Rule 122:7-1-04.

- (b) **Sufficient Funding to Complete Project:** Grantee warrants and represents to Grantor that Grantee has obtained sufficient funding, in addition to the financial benefit of Annual Tax Credits, to complete the Project.
8. **Grantee's Location:** Grantee shall maintain operations at Project Location for the greater of (a) six (6) years from the Tax Credit Effective Date or (b) the term of the Grant plus six (6) years. On or before March first of each year following the Term of the Grant and continuing for the period Grantee is required to maintain operations (the "Post-Term Reporting Period"), Grantee shall provide Grantor with a written certification that Grantee has maintained operations at the Project Location. The written certification shall be signed by Grantee's Chief Executive Officer, Chief Financial Officer, or other Officer authorized to sign the Grantee's tax returns.
9. **Effect of Failure:**
- (a) **Effect of Failure to Create or Retain Jobs and Payroll.** In the event Grantee fails to achieve and maintain the number of Full-Time Equivalent Employees and New Payroll in amounts set forth on the first page of this Agreement, or if Grantor finds that Grantee failed to comply with any term set forth in this Agreement, Grantor may reduce the percentage of the Grant and/or Term. Any such reduction shall take effect in any taxable year or tax period.
- (b) **Effect of Failure to Maintain Operations:** If Grantee fails to maintain operations at the Project Location, during the Term and through the Post-Term Reporting Period, Grantee may be required by the City to refund to the City up to the amount of credit received to date, as determined by the City. In determining the amount of the Grant, if any, to be refunded to the City, Grantor shall consider the effect of market conditions on the Project.
10. **Non-Discrimination:**
- (a) **Minority Hiring Requirement:** Grantee shall make a good faith effort to hire minority persons in the completion and operation of the Project in the same percentage as the average percentage of minority persons represented in the population of the County in which the Project is located and the contiguous Ohio Counties.
- (b) **Equal Employment Opportunity.** Grantee will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, ancestry, veteran status, disability or age. Grantee shall ensure that applicants for employment are considered for employment, and that employees are treated during employment, without regard to their race, religion, color, sex, national origin, ancestry, veteran status, disability or age.



**11. Records Maintenance and Access:**

(a) **Maintenance of Records:** Grantee shall establish and maintain for at least four (4) years after the end of the Post-Reporting Period, or such earlier termination of this Agreement, such records as are required by Grantor in Section 5 above and all relevant supporting documentation. The parties further agree that the records required by Grantor with respect to any questioned costs, audit disallowances, litigation or dispute between Grantor and Grantee shall be maintained for the time needed for resolution of such issue and that in the event of early termination of this agreement, or if any other reason Grantor shall require a review of the records related to the Project, Grantee shall, at its own expense, segregate all such records related to the Project from its other records of operation. Grantee shall maintain and organize its records in such form so that, in case of review of its records or an audit, Grantee is able to verify and document the information it provides in its Annual Progress Reports pursuant to Section 5 of this agreement.

(b) **Inspection and Copying:** At any time during the normal business hours upon written notice and as often as Grantor may reasonably deem necessary, Grantee shall make available to Grantor for examination all of its records with respect to matters covered by this Agreement including, but not limited to, records of personnel and terms of employment, and Grantee shall permit Grantor to audit, examine and make excerpts or transcripts from such records.

12. **Indemnification:** Grantee agrees to hold Grantor harmless from any and all liabilities or claims caused by or resulting from Grantee's performance of the obligations or activities in furtherance of the Project and activities set forth in the Scope of Work. Grantee will reimburse Grantor for any judgments arising from Grantee's performance hereunder which may be obtained against Grantor, including, but not limited to, judgments for infringements of patents or copyrights. Grantee agrees to reimburse Grantor for all costs incurred by Grantor in defending against any such claims or legal actions if called upon by Grantor to do so.

**13. Default and Remedies:**

(a) **Default:** Grantee shall be in default of this Agreement if Grantee fails to perform any of its obligations under this Agreement and such failure to perform continues uncured for more than thirty (30) days after written notice (a "Default Notice") from Grantor. Grantee shall also be in default of this Agreement if Grantee is in default of any other agreement between Grantor and Grantee and such default continues beyond applicable period of cure or grace.

**(b) Remedies:** Following a default by Grantee, Grantor may exercise one or more of the following remedies:

- (i) Reduction of Percent or Term:** Grantor may reduce the percentage and/or Term of the Grant.
- (ii) Termination:** Grantor may terminate this Agreement. Pursuant to Section 9(b) of this Agreement, Grantor may require Grantee to refund to the City an amount equal to all or a portion of the Annual Tax Credits received under this Agreement.
- (iii) Other Legal Remedies:** Grantor may pursue any other legal or equitable remedies Grantor may have under this Agreement of applicable law.

**14. Conflict of Interest:** No personnel of Grantee, any subcontractor of Grantee or public official who exercises any functions or responsibilities in connection with the review or approval of the work completed under this Agreement shall, prior to completion of such work, voluntarily or involuntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge or fulfillment of his functions or responsibilities with respect to the completion of the work contemplated under this Agreement. Any such person who, prior to or after the execution of this Agreement, acquires any personal interest, involuntarily or voluntarily, shall immediately disclose his interest to Grantor in writing. Thereafter, he shall not participate in any action affecting the work under this Agreement unless Grantor determines that, in light of the personal interest disclosed, his participation in any such action would not be contrary to the public interest.

**15. Adherence to State and Federal Laws, Regulations:**

- (a) General:** Grantee agrees to comply with all applicable federal, state, and local laws related to the Project and the operations of Grantee's business in the State. Grantee accepts full responsibility for payment of all unemployment compensation, insurance premiums, worker's compensation premiums, all income tax withholdings, social security withholdings, and any and all other taxes or payroll withholdings required for all employees engaged by Grantee on the performance of the Project.
- (b) Outstanding Liabilities:** Grantee represents and warrants to Grantor that Grantee does not owe: (1) any delinquent taxes to the State or a political subdivision of the State; (2) any moneys to the State or a State agency for the administration or enforcement of any environmental laws of the State; or (3) any other moneys to the State, a State agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not.
- (c) Falsification of Information:** Grantee represents and warrants to Grantor that Grantee, any parent company of such Grantee, and any other related entity or member have

made no false statements to Grantor in the process of obtaining this Grant. If Grantee, any parent company of Grantee, or other related entity, officer, director or equity holder has knowingly made a false statement to Grantor to obtain this Grant, Grantee shall be required to immediately pay to Grantor an amount equal to the aggregate of all Annual Tax Credits and shall be ineligible for any future economic development assistance from the State, any State agency or political subdivision pursuant to Section 9.65 (C)(1) of O.R.C. Any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to Section 2921.13(F)(1) of the O.R.C., which is punishable by a fine of not more than \$1,000.00 and/or a term of imprisonment of not more than six months.

(d) Declaration Regarding Material Assistance/Non-assistance to a Terrorist Organization: If applicable, Grantee must certify compliance with Section 2909.33 of the O.R.C.

(e) Public Records: Grantee acknowledges that this Agreement and other records in the possession or control of Grantor regarding the Project, including financial information of Grantee, are public records under Ohio Revised Code §149.43 and are open to public inspection unless a legal exemption, such as trade secret exception, applies.

16. Notices: All notices, consents, demands, requests and other communications which may or are required to be given hereunder shall be in writing and shall be deemed duly given if delivered personally, or by facsimile with confirmation, and regular United States mail, or sent by United States mail, registered or certified, return receipt requested, postage prepaid, or commercial delivery service to the addresses set forth hereunder or to such other address as the other party hereto may designate in written notice in accordance with this provision.

In case of Grantor, to:

City of Mansfield  
30 North Diamond Street  
Mansfield, Ohio 44902  
Attn: Economic Development Director  
Phone No.: (419) 755-9794

In case of Grantee, to:

Ohio Valley Stamping-Assemblies, Inc.  
500 Newman Street  
Mansfield, Ohio 44902  
Attn: Terri Brown, Owner  
Phone No.: (940) 841-4260

17. Miscellaneous:

- (a) Governing Law: This Agreement shall be governed by the laws of the State as to all matters, including but not limited to matters of validity, construction, effect and performance.
- (b) Forum and Venue: Grantee irrevocably submits to the non-exclusive jurisdiction of any federal or state court sitting in the State of Ohio, in any action or proceeding arising out of or related to this Agreement. Grantee agrees that all claims in respect of such action or proceeding may be heard and determined in any such court, and Grantee irrevocably waives any objection it may now or hereafter have as to the venue of any such action or proceeding brought in such court or that such court is an inconvenient forum. Nothing in this Agreement shall limit the right of Grantor to bring any action or proceedings against Grantee in the courts of any other jurisdiction. Any actions or proceedings by Grantee against Grantor or the State of Ohio involving, directly or indirectly, any matter in any way arising out of or related to this Agreement shall be brought only in a court in the State of Ohio.
- (c) Entire Agreement: This Agreement, including its exhibits and documents incorporated into it by reference, constitutes the entire agreement and understanding of the parties with respect to its subject matter. Any prior written or verbal agreement, understanding or representation between the parties or any of their respective officers, agents, or employees is superseded and no such prior agreement, understanding or representation shall be deemed to affect or modify any of the terms or conditions of this agreement.
- (d) Severability: Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.
- (e) Amendments or Modifications: Grantor, on the one hand, or Grantee on the other hand, may at any time during the Term request amendments or modifications to this Agreement, but such amendments or modifications shall not be effective until a written amendment is executed by each of the parties to this Agreement. Requests for amendment or modification of this Agreement shall be in writing and shall specify the requested changes and the justification for such changes. The parties shall review the request for modification taking into consideration the statute, regulations and goals relating to the Project. Should the parties agree in principle to modify this Agreement, then an amendment shall be prepared, approved, and executed in the same manner as the original Agreement.



- (f) **Forbearance Not a Waiver:** No act of Forbearance or failure to insist on the prompt performance by Grantee of its obligations under this Agreement, either express or implied, shall be construed as a waiver by Grantor of any of its rights hereunder.
- (g) **Pronouns:** The use of any gender pronoun shall be deemed to include all the other genders, and the use of any singular noun or verb shall be deemed to include the plural, and vice versa, whenever the context so requires.
- (h) **Headings:** Section headings contained in this Agreement are inserted for convenience only and shall not be deemed to be a part of this Agreement.
- (i) **Assignment:** Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned or subcontracted by Grantee without prior express written consent of Grantor. Such consent shall not be unreasonably withheld.
- (j) **Successor of Interest:** Where Grantor has consented to an assignment as provided in division (i) of this Section 17, each and all of the terms and conditions of this Agreement shall extend to and bind and inure to the benefit of not only Grantee, but to its respective successors and assigns.
- (k) **Survival:** Any provisions of this Agreement which, by its nature, is intended to survive the expiration or other termination of this Agreement, including, without limitation, any indemnification obligation, shall so survive and shall benefit the parties and their respective successors and permitted assigns.

**Signature:** Each of the parties has caused this Grant Agreement to be executed by its authorized representatives as of the dates set forth below their respective signatures effective as of the Tax Credit Effective Date:

**GRANTEE:**

**Ohio Valley Stamping Assemblies, Inc.  
500 Newman Street  
Mansfield, Ohio 44902**

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

**Printed Name: Terri Brown**

**Title: Owner**

**GRANTOR:**

**City of Mansfield, Ohio  
30 North Diamond Street  
Mansfield, Ohio 44902**

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

**Printed Name: David Remy**

**Title: Public Works Director**

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

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

Approved as to Form:

\_\_\_\_\_  
John Spon  
Law Director

### **CERTIFICATE OF FISCAL OFFICE**

**The undersigned, fiscal officer of the City of Mansfield, hereby certifies that the monies required to meet the obligations of the City for calendar year 2017 under this agreement have been lawfully appropriated by Mansfield City Council for such purposes and are in the treasury of the City or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.**

\_\_\_\_\_  
Linn Steward  
Finance Director  
City of Mansfield

**EXHIBIT 1**

**SCOPE OF WORK**

**Ohio Valley Stamping-Assemblies, Inc.  
City of Mansfield, Richland County**

On February \_\_, 2022 the Mansfield City Council approved a 50 percent, six (6) Year tax credit to Ohio Valley Stamping-Assemblies, Inc. for the creation of \$936,000.00 in new payroll as the result of the company's project in the City of Mansfield, Richland County. As part of the tax credit agreement, the City of Mansfield requires the company to maintain operations at the project site for at least 12 years.

Ohio Valley Stamping-Assemblies, Inc. is a privately held stand-alone company. The company will be financially self-sufficient. Ohio Valley Stamping-Assemblies, Inc. will produce fabricated metal products for the automotive industry at the new facility.

The Job Creation Tax Credit is a major factor in Ohio Valley Stamping-Assemblies, Inc.'s decision to expand their operations in Mansfield, Ohio.

The project includes the purchase of the 137 Touby Court and 137 W. Sixth Street properties for the purpose of expanding their manufacturing capacity to meet their continued growth. In addition to the property acquisition, the company will invest in new equipment and additional inventory for the new facility. The company proposes to hire management, supervisors, and production employees to staff the new facilities.

The company will create 30 full-time equivalent employees generating \$936,000.00 in annual payroll at the project location within three years of the project's initial operations and maintain them for the term of the tax credit.

The tax credit will begin \_\_\_\_\_, 2022 and will end \_\_\_\_\_, 2028.

BILL #22-024

ORDINANCE # 22-024

BY: MR. DAVENPORT

Authorizing the Interim Safety-Service Director to purchase, two (2) Pierce Impel Pumper Fire Trucks from Atlantic Emergency Solutions for the Fire Department, and declaring an emergency.

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


SECTION 1. That the Interim Safety-Service Director be, and is hereby, authorized to purchase, according to the authorized agreement with Atlantic Emergency Solutions, Inc. (12351 Randolph Ridge Lane, Manassas, Virginia 20109), two Pierce Impel Pumper Fire Trucks, for an amount not to exceed \$1,408,054.53 (one million, four hundred eight thousand, fifty-four and, 53/100 dollars).

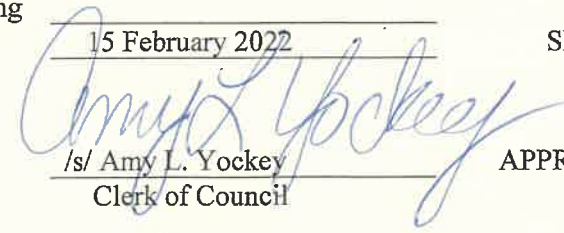
SECTION 2. That the Interim Safety-Service Director be, and he is hereby, authorized to enter into a lease/purchase agreement, with a term not to exceed ten years, for two Pierce Impel Pumper Fire Trucks totaling \$1,408,054.53 (one million, four hundred eight thousand, fifty-four and, 53/100 dollars).

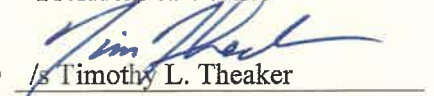
SECTION 3. That the amount authorized by Section 2, plus interest, shall be paid from the Fire Capital Equipment Fund (#420), Fire Department Operations (420.16.01) Debt Service Classification, beginning in 2023.

SECTION 4. That by reason of the immediate necessity to enter into this agreement for the purchase of two Pierce Impel Pumper Fire Trucks needed for essential City fire fighting services, this measure is determined to be an emergency Ordinance for the immediate preservation of the public peace, health, safety and welfare of the City of Mansfield and its inhabitants and providing it receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its adoption, otherwise from and after the earliest time allowed by law, after its passage and approval by the Mayor.

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

SIGNED   
/s/ David Falquette  
President of Council

ATTEST   
/s/ Amy L. Yockey  
Clerk of Council

APPROVED   
/s Timothy L. Theaker  
Mayor

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





This purchase agreement (together with all attachments referenced herein, collectively, the "Agreement"), made and entered into by and between Atlantic Emergency Solutions, Inc., a Virginia corporation ("Atlantic"), and Mansfield Fire Department ("Customer") is effective on the last signature date set forth on the signature lines below (the "Effective Date").

**1. Purchase and Payment.** Customer agrees to purchase and Atlantic agrees to sell to Customer the fire apparatus (and any associated equipment) furnished by Atlantic to Customer (hereinafter referred to, collectively, to as the "Apparatus") as more fully described in the specifications attached hereto as Exhibit A (the "Specifications") and incorporated herein for the total purchase price of \$1,454,054.00 USD (the "Purchase Price"). Payment shall be made as set forth on Exhibit A. In the event of a conflict between the Specifications and any request for proposal, request for bid, or other Customer provided or drafted documents, the Specifications shall control.

**2. Changes to Specifications.** If, subsequent to the Effective Date of this Agreement: 1) the manufacturer of the Apparatus (or a manufacturer of a component therein) makes design and/or production changes, including, but not limited to future drivetrain upgrades (such as engine, transmission or axle upgrades) ("Manufacturer Modifications"); or 2) design or production changes are made to the Apparatus to comply with any applicable government regulation (such as the Federal Motor Vehicle Safety Standards or the Environmental Protection Agency Emissions Standards) or industry standards (such as those adopted by the National Fire Protection Association) (cumulatively referred to hereinafter as "Compliance Modifications"), and if there is an increase in costs to Atlantic as a result of Manufacturer Modifications or Compliance Modifications, the Purchase Price shall be automatically adjusted to reimburse Atlantic for said costs. Atlantic shall make reasonable efforts to advise the Customer of such changes within a reasonable time and provide documentation to support any changes in price to Customer upon request. In addition, Customer and Atlantic may agree to make changes to the Specifications, but any such changes must be by written change order signed by Customer and Atlantic ("Change Order"). However, in the case of Manufacturer Modifications or Compliance Modifications resulting in additional costs to Atlantic, Atlantic may execute Changes Orders without joinder of Customer, and any such Change Orders shall be binding on Customer. Atlantic shall not be liable to Customer for any delay in performance or delivery arising from any Change Order.

**3. Cancellation or Default by Customer.** In the event that Customer cancels its order or otherwise breaches this Agreement by reason of non-payment or otherwise prior to delivery, Atlantic shall be permitted to retain possession and ownership of the Apparatus and shall not be obligated to deliver same to Customer. In addition, Atlantic and Customer agree that if such Customer breach were to occur, it would be difficult to determine actual damages to Atlantic. Customer acknowledges and agrees that: 1) the Apparatus is a unique and highly customized vehicle, made specifically for Customer; 2) Atlantic has invested a significant effort and incurred significant expense in the design and engineering of the Apparatus for Customer; and 3) due to its unique and customized nature, resale of the Apparatus will be difficult to a third-party without a significant loss to Atlantic. As a result, Atlantic and Customer agree that Thirty Percent (30%) of the Purchase Price is a reasonable estimate of the damages that would be incurred by Atlantic if a breach occurred in the future and shall be due and payable to Atlantic by Customer in the case of such a breach. Customer and Atlantic agree that this amount of liquidated damages is fair and reasonable and would not constitute a penalty to Customer. In the event of non-payment by Customer subsequent to delivery, Atlantic may recover full possession of the Apparatus by any lawful means, and shall be entitled to any additional damages sustained by Atlantic as a result of any diminution of value of the Apparatus resulting from use or damage thereto to the extent that such damages exceed the liquidated damages above. Atlantic shall have and retain a purchase money security interest in the Apparatus to secure payment of the Purchase Price and all other sums owed by Customer to Atlantic. In the event of nonpayment by Customer of any debt, obligation or liability now or hereafter incurred or owing by Customer to Atlantic, Atlantic shall have and may exercise all rights and remedies of a secured party under the Uniform Commercial Code Secured Transactions (UCC) provisions as adopted by the Commonwealth of Virginia. In addition, Atlantic shall be entitled to recovery from Customer all of Atlantic's reasonable attorneys' fees and all costs of collection resulting from non-payment or other non-performance hereunder by Customer.

**4. Delivery, Inspection and Acceptance.** (a) Delivery. It is estimated that the Apparatus shall be ready for delivery F.O.B. (AES McConnellsville, Ohio Regional service center) within 16 months from the Effective Date of this Agreement, subject to delays caused by the Customer, delays caused by Change Order(s) or delays provided for in Paragraph 10 below. The stated delivery date is an estimate only and not guaranteed. Atlantic shall advise Customer when the Apparatus is ready for delivery. (b) Inspection and Acceptance. Upon delivery, Customer shall have fifteen (15) days within which to inspect the Apparatus for substantial conformance to the Specifications. In the event of substantial and material non-conformance to the Specifications, Customer shall furnish Atlantic with written notice sufficient to permit Atlantic to evaluate such non-conformance ("Notice of Defect") within said fifteen (15) day period. If the Apparatus is not in substantial and material conformance with the

Specifications, any material and substantial defects shall be remedied by Atlantic within thirty (30) days from the Notice of Defect. In the event Atlantic does not receive a Notice of Defect within fifteen (15) days of Delivery, the Apparatus shall be deemed to be in conformance with the Specifications and fully accepted by Customer.

5. Notice. Any required or permitted notices hereunder must be given in writing at the address of each party set forth below, or to such other address as either party may substitute by written notice to the other in the manner contemplated herein, by one of the following methods: 1) hand delivery; 2) registered, express, or certified mail, postage prepaid, return receipt requested; or 3) nationally-recognized commercial overnight courier.

Atlantic Emergency Solutions, Inc.  
Director of Order Management  
12351 Randolph Ridge Lane  
Manassas, Virginia 20109

Customer  
Mansfield Fire Department  
140 East 3<sup>rd</sup> Street  
Mansfield, Ohio 44902

6. Warranty. Any applicable warranty or warranties are attached hereto as Exhibit B (collectively, the "Warranty") and made a part hereof. Any additional warranties must be expressly approved in writing by Atlantic.

7. Disclaimer of Additional Warranties. OTHER THAN AS EXPRESSLY SET FORTH IN PARAGRAPH 6 ABOVE AND EXHIBIT B TO THIS AGREEMENT, ATLANTIC (AS WELL AS ITS SUPPLIERS), THEIR PARENT COMPANIES, AFFILIATES, SUBSIDIARIES, LICENSORS OR SUPPLIERS, THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS AND REPRESENTATIVES MAKE NO WARRANTIES, WRITTEN OR ORAL, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, BY STATUTE OR OTHERWISE. FURTHERMORE, ANY OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF QUALITY, IMPLIED WARRANTY OF MERCHANTABILITY, IMPLIED WARRANTY AGAINST INFRINGEMENT, AND IMPLIED WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE, ARE EXPRESSLY EXCLUDED AND DISCLAIMED. CUSTOMER FURTHER ACKNOWLEDGES THAT STATEMENTS MADE BY SALES REPRESENTATIVES OR IN PROMOTIONAL MATERIALS DO NOT CONSTITUTE WARRANTIES.

8. Exclusions of Incidental and Consequential Damages. IN NO EVENT SHALL ATLANTIC (OR ITS SUPPLIERS) BE LIABLE TO CUSTOMER FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES INCURRED BY CUSTOMER (INCLUDING, BUT NOT LIMITED TO LOSS OF USE AND/OR LOST PROFITS) AS A RESULT OF ANY BREACH OF THIS AGREEMENT, WHETHER ARISING UNDER THEORIES OF BREACH OF CONTRACT, STRICT LIABILITY, STATUTORY LIABILITY, BREACH OF EXPRESS OR IMPLIED WARRANTY, NEGLIGENCE, OR OTHERWISE.

9. Indemnity. To the extent permitted by law, Customer shall indemnify, defend and hold harmless Atlantic and all of its officers, directors, employees, representatives, dealers, agents and subcontractors, from and against any and all claims, costs, judgments, liability, loss, damage, attorneys' fees or expenses of any kind or nature whatsoever (including, but without limitation, relating to personal injury or death) caused by, resulting from, arising out of or occurring directly or indirectly in connection with Customer's purchase, operation, ownership, installation or use of any items (including, without limitation, the Apparatus) sold or supplied by Atlantic, except only to the extent caused by the sole negligence of Atlantic.

10. Force Majeure. Atlantic shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond Atlantic's control which make Atlantic's performance impracticable, including but not limited to, wars (declared or not), terrorism, insurrections, strikes, riots, fires, hurricanes, storms, floods, earthquakes, other acts of nature, acts of God, explosions, accidents or mechanical breakdown, acts of sabotage or vandalism, any acts of government authority, delays or failures in transportation, inability to obtain necessary labor supplies, inability to utilize manufacturing facilities, regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, epidemics, quarantine restrictions, failure of vendors to perform their contracts or labor troubles causing cessation, slowdown, or interruption of work.

11. Manufacturer's Statement of Origin. It is agreed that the manufacturer's statement of origin ("MSO") for the Apparatus covered by this Agreement shall remain in the possession of Atlantic until the entire Purchase Price has been paid. If more than one Apparatus is covered by this Agreement, then the MSO for each individual Apparatus shall remain in the possession of Atlantic until the Purchase Price for that Apparatus has been paid in full.

12. Assignment. Neither party may assign its rights and obligations under this Agreement unless it has obtained the prior written approval of the other party.

13. Severability. If any provision, or part hereof, of this Agreement shall be declared invalid by judicial determination or legislative action, only such provision, or part thereof, so declared invalid shall be affected, and all other provisions not consistent therewith or directly dependent thereon shall remain in force and effect.

14. Governing Law; Jurisdiction. Without regard to any conflict of law provisions, this Agreement is to be governed by and under the laws of the Commonwealth of Virginia. Atlantic and Customer further agree that the York County Circuit Court located in the Commonwealth of Virginia shall be the exclusive venue in the event of any litigation relating to this Agreement and/or the Apparatus.

15. Entire Agreement and Amendments. This Agreement constitutes the sole and only agreement between Atlantic and Customer relating to the Apparatus, and supersedes any prior understanding or written or oral agreements between the parties relating to the Apparatus. No amendment, modification or alteration of the terms hereof shall be binding unless the same is executed in writing, dated subsequent to the date hereof and duly executed by Atlantic and Customer.

16. Waiver. The waiver of any breach of any term or provision hereof by either party hereto shall not be considered a waiver of any other term or provision or of any other or later breach of this Agreement, regardless of the nature of such subsequent event or breach, unless such waiver is expressly stated in writing by an authorized representative of the waiving party.

17. Captions; Counterparts. The captions and paragraph numbers appearing herein are inserted only as a matter of convenience and are not intended to define, limit, construe or describe the scope or intent of any paragraph, nor to in any way affect this Agreement or the interpretation or application thereof. This Agreement may be executed in duplicate counterparts which, when taken together, shall constitute one and the same Agreement.

Accepted and agreed to by:

**ATLANTIC EMERGENCY SOLUTIONS, INC.**

**CUSTOMER: Mansfield Fire Department**

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

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

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

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

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

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



**EXHIBIT A**

**SPECIFICATIONS AND  
PURCHASE DETAIL FORM**  
Atlantic Emergency Solutions, Inc.  
Director of Order Management  
12351 Randolph Ridge Lane  
Manassas, Virginia 20109  
Fax (703) 257-2572

Date: January 4, 2022

Customer Name: Mansfield Fire Department

Quantity	Chassis Type	Body Type	Price per Unit
2	Pierce Impel	Pumper	\$1,454,054.00
			\$
			\$
			\$
			\$

Payment Terms: Prepaid within 30 days of contract signing or paid in full at the time of delivery.

If Mansfield Fire Department was to prepay the two trucks in full within 30 days of contract signing. The prepayment discount would be \$45,999.47 for a new sale price of \$1,408,054.53

Total cost includes: Two trips for four department members to Appleton Wisconsin for a prebuild and final inspection meeting. Weekly production photos once the build process begins. HGAC fees. Loose equipment list totaling \$115,667.00

Specifications: A complete copy of the applicable Specifications is attached hereto and incorporated herein by this reference.

Training Requirements: Training would be provided by Atlantic Emergency Solutions prior to the truck being put into service.

If any portion of the Purchase Price is to be made subsequent to delivery of the Apparatus to Customer and it is necessary for Customer to obtain third-party financing for said payment, Customer shall provide Atlantic proof of the availability of financing at the time of the execution of this Agreement. All taxes, excises and levies that Atlantic may be required to pay or collect by reason of any present or future law or by any governmental authority based upon the sale, purchase, delivery, storage, processing, use, consumption, or transportation of the Apparatus sold by Atlantic to Customer shall be added to the Purchase Price and paid by Customer. All delivery prices or prices with freight allowance are based upon prevailing freight rates and, in the event of any increase or decrease in such rates, the Purchase Price will be increased or decreased accordingly. Delinquent payments shall be subject to a carrying charge equal to one and one-half percent (1.5%) per month or, if such amount exceeds that permitted under the law, then the maximum lesser percentage amount which is permitted by law.



**EXHIBIT B**

**WARRANTY**

**(A complete copy of any and all applicable warranties is attached hereto and incorporated herein by this reference.)**