

BILL #22-067

ORDINANCE # 22-068

BY: MS. MOTON

Authorizing the Richland County Growth Corporation on behalf of the City of Mansfield to sell 8.784 acres of land located on Miller Parkway in Reid Industrial Park to MTC Holdings, LLC, and declaring an emergency.

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

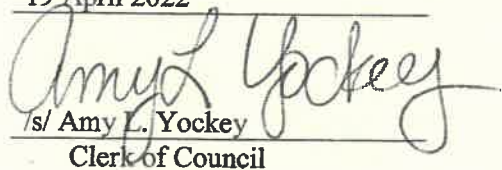
WHEREAS, MTC Holdings, LLC. intends to develop the property for a business engaged in manufacturing.


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

SECTION 1. That the Richland County Growth Corporation, as Agent for the City of Mansfield, Ohio, as Lessor, be, and hereby is, authorized to sell 8.784 acres of land located on Miller Parkway to MTC Holdings, LLC, and in substantial accordance with the terms and conditions as set forth fully in the Agreement of Sale which is on file with the City of Mansfield Department of Economic Development and incorporated herein by reference.


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

Caucus 19 April 2022
1st Reading 19 April 2022
2nd Reading 19 April 2022
PASSED 19 April 2022


/s/ Amy L. Yockey
Clerk of Council

SIGNED 
/s/ David Falquette
President of Council

ATTEST

APPROVED 
/s/ Timothy L. Theaker
Mayor

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

AGREEMENT OF SALE

RICHLAND COUNTY GROWTH CORPORATION, as Agent for the CITY OF MANSFIELD, OHIO, a municipal corporation, herein called "Seller", agrees to sell to MTC Holdings, LLC, herein called "Buyer", and Buyer agrees to purchase from Seller, the real property, herein called "said property" located at Miller Parkway in Reid Industrial Park in Mansfield, County of Richland and State of Ohio, being approximately 8.784 acres and more fully described in Exhibit "A", which is attached hereto and incorporated herein by reference, on the following terms and conditions:

ARTICLE 1

PURCHASE PRICE

1.01 The purchase price for said property shall be the sum of Twenty Two Thousand Five Hundred and 00/100 Dollars (\$22,500.00), payable by Buyer to Seller in full on the date of closing.

ARTICLE 2

CLOSING AND CONDITIONS OF CLOSING

Closing

2.01 The closing of the transaction shall occur on or before the 31th day of May, 2022, subject however, to the provisions set forth below.

Buyer's Conditions of Closing

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

Good Title

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

Environmental Condition

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

Delivery of Possession

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

Failure of Conditions

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

Seller's Conditions of Closing

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

City Council Approval

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

Failure of Conditions

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

Prorations

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

Brokers' Commissions

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

Expenses of Closing

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

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

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

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

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

ARTICLE 3

REPRESENTATIONS AND WARRANTIES

Warranties of Seller

3.01 Seller hereby represents and warrants to Buyer as follows:

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

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

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

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

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

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

Warranties of Buyer

3.02 Buyer hereby represents and warrants to Seller as follows:

(1) The primary purpose for which this Agreement has been entered into is to provide sufficient land for the future growth of the buyer and related companies.

(2) All structures and improvements hereafter erected or placed on such property shall be in full compliance with all applicable local, state, and federal codes and/or requirements in effect at the time of construction, erection, or placement.

ARTICLE 4

CONTROL OF PROPERTY PENDING CLOSING

Destruction of Improvements

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

ARTICLE 5

BREACH

By Seller

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

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

By Buyer

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

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

ARTICLE 6

MISCELLANEOUS

Assignment of Agreement

6.01 This Agreement shall be binding on the respective heirs, executors, administrators, successors, and to the extent assignable, on the assigns or nominees of the parties hereto,

provided Buyer shall not transfer or assign this Agreement without first having obtained the expressed written consent of Seller. On delivery to Seller of an instrument in writing whereby the assignee of the Buyer assumes all of the provisions of this Agreement to be performed by Buyer, then, in that event, Buyer shall be released and discharged of all further liability hereunder.

Survival of Covenants

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

Notice

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

TO SELLER: RICHLAND COUNTY GROWTH CORPORATION
 as Agent for the CITY OF MANSFIELD, OHIO
 Attention: Economic Development Director
 30 North Diamond Street
 Mansfield, OH 44902

TO BUYER: Michael Carroll
 MTC HOLDINGS, LLC
 95 Ohio Brass Road
 Mansfield, OH 44902

Ohio Law to Apply

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

Legal Construction

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

Entire Agreement

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

Time of Essence

6.07 Time is of the essence of this Agreement.

Gender

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

Descriptive Heading

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

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

Signed and acknowledged
in the presence of:

SELLER:

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

By: _____
Print Name: _____
Title: _____
Dated: _____, 2022

BUYER:

MTC HOLDINGS, LLC

By: _____
Print Name: Michael Carroll
Title: Member
Dated: _____, 2022

APPROVED AS TO FORM:

JON SPON
Law Director
City of Mansfield, Ohio



March 14, 2022

LEGAL DESCRIPTION

Situated in the State of Ohio, County of Richland, City of Mansfield; being Lot 23299 and part of Lot 23300 of the consecutively numbered lots in said City, being more particularly described as follows:

Beginning for the same at an iron pin found in the Northwest corner of said Lot 23299, being on the north corporation line of the City of Mansfield, and being the northeast corner of Reid Parkway-(60' R/W);

Thence, the following FIVE Courses:

1. North 89 degrees 12 minutes 33 seconds East, 1051.08 feet along said north corporation line, the north line of said Lot 23299 and the north line of aforementioned Lot 23300 to an iron pin found, passing through an iron pin found at 597.23 feet;
2. South 00 degrees 47 minutes 27 seconds East, 363.66 feet traversing said Lot 23300 to an iron pin found on the south line thereof, the north right of way line of Miller Parkway-(60' R/W);
3. South 89 degrees 12 minutes 33 seconds West, 1014.71 feet along said north right of way line of Miller Parkway to an iron pin found, passing through an iron pin found at 453.85 feet;
4. Along a curve to the right having a radius of 40.00 feet, arc length of 63.29 feet, delta angle of 90 degrees 39 minutes 11 seconds, chord bearing North 45 degrees 28 minutes 09 seconds West, and chord distance of 56.89 feet to an iron pin found on the aforementioned east right of way line of Reid Parkway;

5. North 00 degrees 08 minutes 51 seconds West, 323.23 feet along said east right of way line of Reid Parkway to the Place of Beginning, containing 8.784 acres of which 4.995 acres are located within Lot 23299 and 3.789 acres are located within part Lot 23300 more or less, and subject to all legal highways, easements, leases, and use restrictions of record.

Bearings are based on an assumed meridian and are used to express angles only.

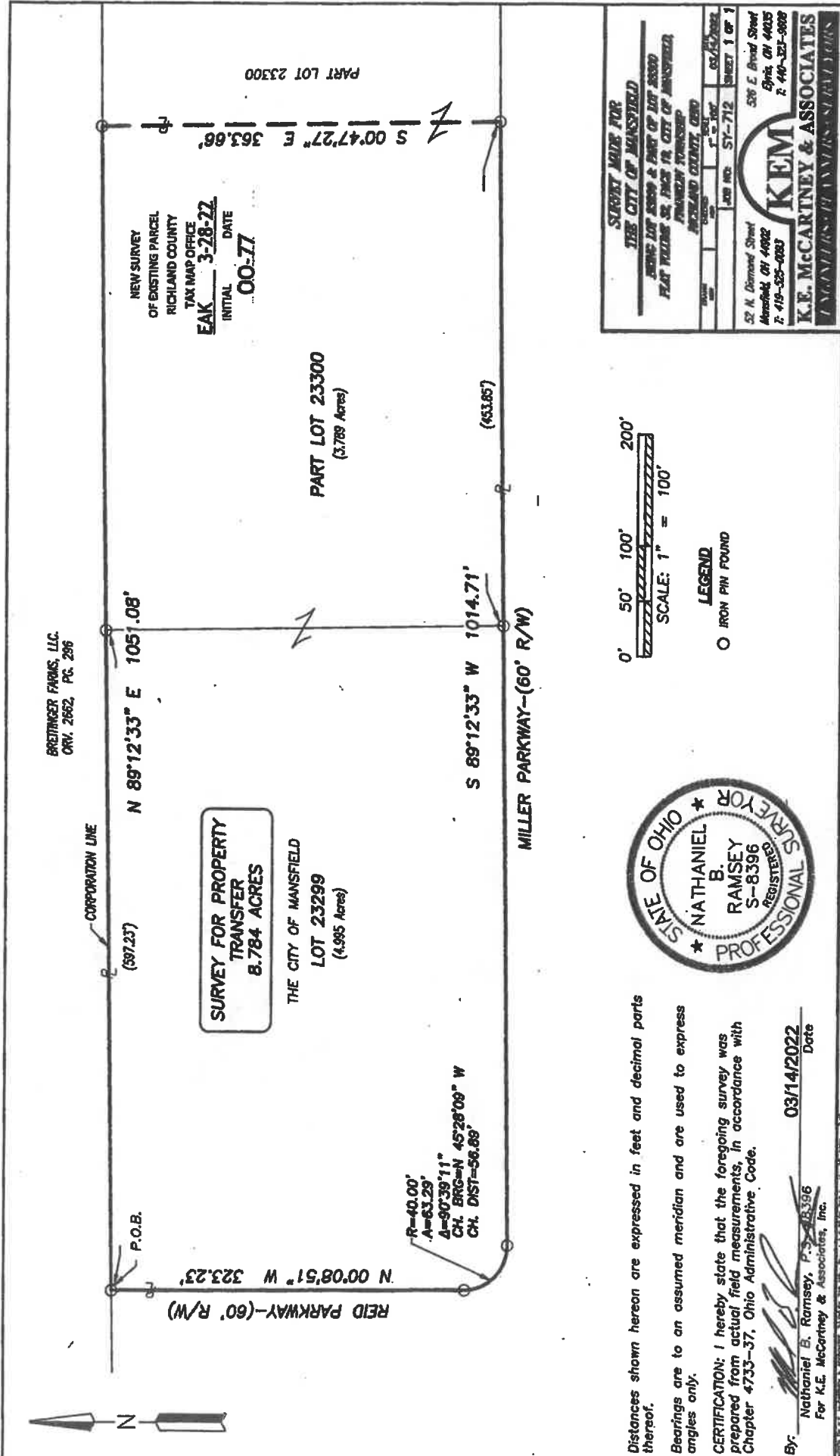
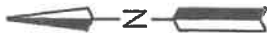
According to a survey made in March 2022 by Nathaniel B. Ramsey, Ohio Registered Professional Surveyor No. 8396



Nathaniel B. Ramsey
Ohio Registered Professional Surveyor No. 8396
for K.E. McCartney & Associates, Inc.



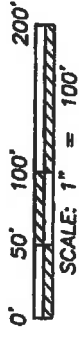
NEW SURVEY
OF EXISTING PARCEL
RICHLAND COUNTY
TAX MAP OFFICE
EAK 3-28-22
INITIAL DATE
00-77



Distances shown hereon are expressed in feet and decimal parts thereof.
 Bearings are to an assumed meridian and are used to express angles only.

CERTIFICATION: I hereby state that the foregoing survey was prepared from actual field measurements, in accordance with Chapter 4733-37, Ohio Administrative Code.

By: Nathaniel B. Ramsey, P.S. 8396 03/14/2022 Date
 For K.E. McCartney & Associates, Inc.



LEGEND
 ○ IRON PIN FOUND

STREET MAP FOR THE CITY OF MANSFIELD
 BEING LOT 2329 & PART OF LOT 2330
 PLAT FILED IN THE OFFICE OF THE CITY CLERK OF MANSFIELD, OHIO, JANUARY 10, 2022

KEM
 57 N. Diamond Street
 Mansfield, OH 44802
 T: 419-325-0600

K.E. MCCARTNEY & ASSOCIATES
 LICENSED PROFESSIONAL SURVEYORS

DATE	03/14/2022
JOB NO.	57-712
SHEET	1 OF 1

DESIGNED BY K.E. MCCARTNEY & ASSOCIATES, 25515-712 Main Hwy. Unit 200, Mansfield, OH 44802 - 37100

BILL #22-068

ORDINANCE #

22-068

BY: MR. DAVENPORT

Authorizing the Public Works Director to accept a Grant from the Richland County Foundation in the aggregate amount of four thousand eight hundred and 00/100 dollars (\$4,800.00) for the purpose of hiring an intern in the Community Development Department, and declaring an emergency.

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


SECTION 1. That the Public Works Director be, and he is hereby, authorized to accept a Grant in the aggregate amount of four thousand eight hundred and 00/100 dollars (\$4,800.00) from the Richland County Foundation to be used for the purpose of hiring an intern in the Community Development Department.

SECTION 2. That the sum of four thousand eight hundred and 00/100 dollars (\$4,800.00) be, and the same is hereby, appropriated from the unappropriated Grant Fund (#224) to the Community Development Department Grants (224.65.30) Personal Services (\$4,158.00) and Employee Benefits (\$642.00) Classifications.

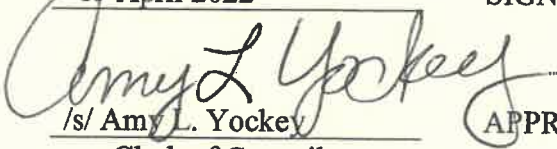
SECTION 3. That by reason of the immediate necessity to accept the Grant, this measure is determined to be an emergency Ordinance for the immediate preservation of the public peace, health, safety and welfare of the City of Mansfield and its inhabitants and providing it receives the affirmative vote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

Caucus 19 April 2022
1st Reading 19 April 2022
2nd Reading _____
PASSED 19 April 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: MR. DAVENPORT

Authorizing the Mayor and interim Safety-Service Director to accept funding from the United States Police Canine Association, Inc. (USPCA) and the American Kennel Club (AKC) in the amount of seven thousand five hundred and 00/100 dollars (\$7,500.00) to be used for a portion of the cost of a new canine for the Mansfield Police Department, and declaring an emergency.

WHEREAS, the USPCA AKC K-9 Grant has been awarded to the City of Mansfield to provide seventy-five percent (75%) of the funds for the cost of a new canine for the Mansfield Police Department, from the United States Police Canine Association, Inc. (USPCA) and the American Kennel Club (AKC) with the local matching funds therefor to be in the amount of two thousand five hundred dollars and 00/100 (\$2,500.00), and

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

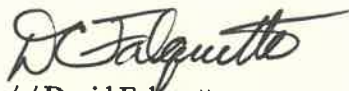
NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MANSFIELD, STATE OF OHIO:

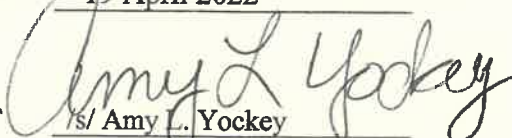
SECTION 1. That the Mayor and the interim Safety-Service Director be, and they are hereby, authorized to accept funding from the United States Police Canine Association, Inc. (USPCA) and the American Kennel Club (AKC) in the amount of seven thousand five hundred and 00/100 (\$7,500.00) to be used to pay seventy-five percent (75%) of the cost of a new canine for the Mansfield Police Department, and to execute any and all documents pertaining to the receipt and use of said funds.

SECTION 2. That the sum of seven thousand five hundred and 00/100 dollars (\$7,500.00), be, and the same is hereby, appropriated from the unappropriated Grant Fund (#224) to the Police Department Grants (224.15.30) Capital Outlay Classification.

SECTION 3. That by reason of the immediate necessity to accept this funding for public safety, 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 April 2022
1st Reading 19 April 2022
2nd Reading _____
PASSED 19 April 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 #22-071

ORDINANCE #

22-071

BY: MR. DAVENPORT

Authorizing the Mayor and interim Safety-Service Director to accept funding from the Ohio Office of Criminal Justice Services under the 2021 Subgrant in the amount of fifty-five thousand, five hundred and 00/100 dollars (\$55,500.00) to be used for METRICH operations, and declaring an emergency.

WHEREAS, Subgrant Number 2021-JG-A01-6404 has been awarded to the City of Mansfield to provide funds to conduct drug law enforcement operations within the ten county METRICH region, and

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

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

SECTION 1. That the Mayor and the interim Safety-Service Director be, and they are hereby, authorized to accept funding from the Ohio Office of Criminal Justice Services under 2021 Subgrant Number 2021-JG-A01-6404 in the amount of fifty-five thousand, five hundred and 00/100 dollars (\$55,500.00) to be used for METRICH operations and to execute any and all documents pertaining to the receipt and use of said funds.

SECTION 2. That the sum of fifty-five thousand, five hundred and 00/100 dollars (\$55,500.00), be, and the same is hereby, appropriated from the unappropriated Grant Fund (#224) to the Police METRICH Grants (224.15.51) Other Charges Classification.

SECTION 3. That by reason of the immediate necessity to accept this funding for public safety, 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 April 2022
1st Reading 19 April 2022
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PASSED 19 April 2022

Amy L. Yockey
/s/ Amy L. 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

22-072

BILL #22-072

ORDINANCE # _____

BY: MS. MEIER

Authorizing the Public Works Director to purchase, according to STS pricing contract criteria, one (1) 2022 Ford F-250 truck from Valley Ford Truck, 5715 Canal Road, Cleveland, Ohio, and one (1) new aluminum utility trailer from Pine View Trailer, Ltd. 7190 St RT 13 Greenwich, Ohio, to be used in the Parks Department, and declaring an emergency.

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

SECTION 1. That the Public Works Director be, and he is hereby, authorized to purchase, without competitive bidding, one (1) 2022 Ford F-250 truck (\$64,763), from Valley Ford, 5715 Canal Road Cleveland, Ohio 44125-3402 and one (1) new aluminum utility trailer (\$4,000) from Pine View Trailer, Ltd. 7190 St RT 13 Greenwich, Ohio, at a total cost not to exceed sixty-eight thousand seven hundred sixty-three and 00/100 dollars (\$68,763.00).

SECTION 2. That the sum of sixty-eight thousand, seven hundred sixty-three and 00/100 dollars (\$68,763.00) be, and the same is hereby, appropriated from the unappropriated Parks & Recreation Fund (#236) to the Parks & Recreation Operations (236.18.01) Capital Outlay Classification.

SECTION 3. That by reason of the immediate necessity for purchasing this equipment as quickly as possible because of industry supply issues and to be able to perform necessary park operations, 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 April 2022
1st Reading 19 April 2022
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PASSED 19 April 2022

Amy L. Yockey

/s/ Amy L. 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