

BY: MR. DAVENPORT

Authorizing payment to Asphalt Services of Ohio Inc. in the amount of thirty-three thousand six hundred eighty-five and 00/100 dollars (\$33,685.00) by affirming a Then and Now Certificate of the Finance Director, and declaring an emergency.

WHEREAS, the Maintenance Department obtained services with Asphalt Services of Ohio Inc. for additional services through change orders associated with the Municipal Building Parking Lot Resurfacing Project prior to submission of a purchase order therefor to the Finance Department in the amount of thirty-three thousand six hundred eighty-five and 00/100 dollars (\$33,685.00), 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 Asphalt Services of Ohio, in the amount of thirty-three thousand six hundred eighty-five and 00/100 dollars (\$33,685.00), 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 6 September 2022
1st Reading 6 September 2022
2nd Reading 6 September 2022
PASSED 6 September 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# 22-162

RESOLUTION # 22-164

BY: MR. DAVENPORT

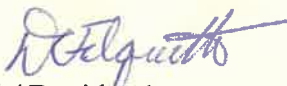
Transferring appropriations in the amount of one hundred thousand and 00/100 dollars (\$100,000.00) within the Repair Garage Fund (#601) for the purpose of paying increased fuel costs in 2022, and declaring an emergency.

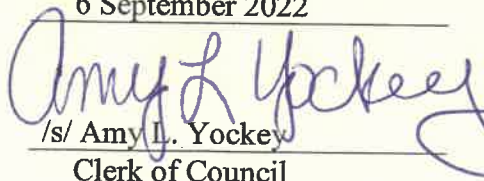
**BE IT ORDAINED BY THE COUNCIL OF THE
CITY OF MANSFIELD, STATE OF OHIO:**


SECTION 1. That appropriations in the amount of one hundred thousand and 00/100 dollars (\$100,000.00) be, and the same is hereby, transferred within the Repair Garage Fund (#601) from the Repair Garage Operations (601.50.01) Personal Services Classification to the Repair Garage Operations (601.50.01) Supplies and Materials Classification.

SECTION 2. That being a transfer of funds necessary for current expenses, this Resolution shall take effect and be in full force immediately upon its passage and approval by the Mayor.

Caucus 6 September 2022
1st Reading 6 September 2022
2nd Reading _____
PASSED 6 September 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 #22-163

ORDINANCE # 22-165

BY: MR. DAVENPORT

Authorizing the Interim Safety-Service Director to accept and appropriate funding from the Ohio Office of Criminal Justice Services (OCJS) in the amount of seventy-seven thousand, two hundred twenty-five and 40/100 dollars (\$77,225.40) for the Project Safe Neighborhood Program, and declaring an emergency.

WHEREAS, the Mansfield Police Department has applied for and been awarded a grant (Award #2021-PS-PSN-438A) in the amount of seventy-seven thousand, two hundred twenty-five and 40/100 dollars (\$77,225.40) through the Ohio Office of Criminal Justice Services for its Project Safe Neighborhood Grant Program, and

WHEREAS, said grant funds are for program costs associated with violent crime suppression activities in specific areas of the City of Mansfield and Northern Ohio.

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

SECTION 1. That the City of Mansfield, be, and it is hereby authorized, to accept a grant of seventy-seven thousand, two hundred twenty-five and 40/100 dollars (\$77,225.40) from the Ohio Office of Criminal Justice Services for the purposes hereinabove described, and the execution of said Grant Award Agreement by the Interim Safety-Service Director.

SECTION 2. That of funds accepted by Section 1 hereof, the sum of seventy-seven thousand, two hundred twenty-five and 40/100 dollars (\$77,225.40) shall be, and the same is hereby, appropriated from the unappropriated Grant Fund (#224) to the following classifications:

<u>224.15.30 Police Department Grant Fund</u>	
Personal Services	\$5,020.00
Contractual Services	\$52,500.00
Supplies and Materials	\$19,705.40
Total	\$77,225.40

SECTION 3. That being an appropriation necessary for current expenses, this Ordinance shall take effect and be in full force immediately upon its passage and approval by the Mayor.

Caucus 6 September 2022
 1st Reading 6 September 2022
 2nd Reading 6 September 2022
 PASSED 6 September 2022

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

David Falquette
 SIGNED /s/ David Falquette
 President of Council

ATTEST
 /s/ Amy L. Yockey
 Clerk 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 #22-164

ORDINANCE # 22-166

BY: MR. DAVENPORT

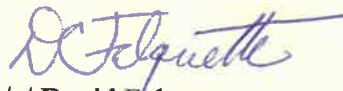
Appropriating the sum of twenty-five thousand and 00/100 dollars (\$25,000.00) from the unappropriated General Fund (#101), for the purpose of paying professional services as needed, and declaring an emergency.

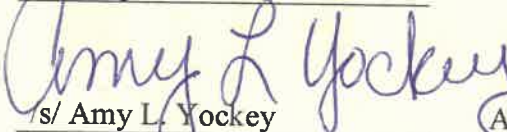
BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MANSFIELD, STATE OF OHIO:


SECTION 1. That the sum of twenty-five thousand and 00/100 dollars (\$25,000.00) be, and the same is hereby, appropriated from the unappropriated General Fund (#101) to the Human Resources Operations (101.11.01) Contractual Services Classification.

SECTION 2. That being an appropriation necessary for current expenses, this Ordinance shall take effect and be in full force immediately upon its passage and approval by the Mayor.

Caucus 6 September 2022
1st Reading 6 September 2022
2nd Reading _____
PASSED 6 September 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 #22-165

ORDINANCE # 22-167

BY: MR. SCOTT

Authorizing the Interim Safety-Service Director to purchase, according to STS pricing contract #RSI008605, from Tim Lally Chevrolet Inc, five (5) unmarked 2022 Chevy Malibus for the Police Department, and declaring an emergency.


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

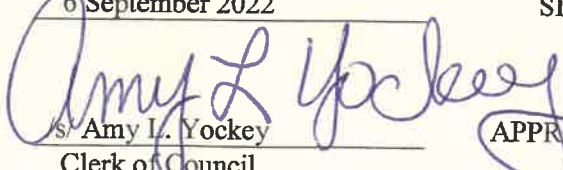
SECTION 1. That the Interim Safety-Service Director be, and is hereby, authorized to purchase, according to STS pricing contract #RSI008605, from Tim Lally Chevrolet Inc., 124999 Miles Road Warrensville Heights, Ohio 44128, five (5) 2022 Chevy Malibus, for the Police Department, at a cost not to exceed ninety-nine thousand five hundred five and 00/100 dollars (\$99,505.00).


SECTION 2. That the amount authorized under Section 1, not to exceed ninety-nine thousand five hundred five and 00/100 dollars (\$99,505.00), shall be paid from the American Rescue Plan Fund (#221), non-departmental expenditures (221.99.99) other charges classification, as previously approved by ordinance #22-074.

SECTION 3. That by reason of the immediate necessity for purchasing this equipment as quickly as possible to perform necessary police 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 6 September 2022
1st Reading 6 September 2022
2nd Reading 6 September 2022
PASSED 6 September 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 #22-166 *

ORDINANCE # 22-168

BY: MS. BURNS

Authorizing the Public Works Director to advertise for bids and enter into a contract for sodium hypochlorite, 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 is hereby, authorized to advertise for bids and to enter into a contract with the lowest and best bidder according to law for furnishing sodium hypochlorite of the City according to specifications now on file, for use during the 2022-2023 season.

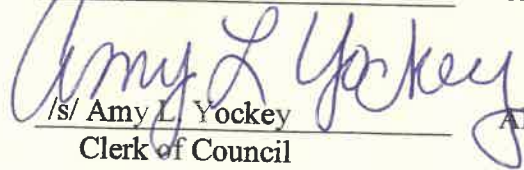
SECTION 2. That the cost of materials purchased hereunder shall be paid from the Water Fund (#502) Water Treatment Plant (502.38.43) Supplies and Materials Classification.

SECTION 3. That by reason of the immediate need to bid and contract for delivery of sodium hypochlorite in advance for the 2022-2023, 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 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 6 September 2022
1st Reading 6 September 2022
2nd Reading _____
PASSED 6 September 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

* Publication required.

BILL #22-167

ORDINANCE # 22-169

BY: MR. DIAZ

Authorizing the Public Works Director to solicit proposals and enter into a contract or contracts for engineering services relating to the multi-use trail connection from the B&O Trail to the Trimble Road Trail, and declaring an emergency.


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

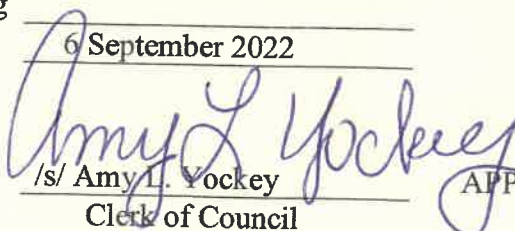
SECTION 1. That the Public Works Director be, and is hereby, authorized to enter into a contract or contracts for professional services with an engineering firm or firms for the preparation of detailed plans, specifications, estimates, and other necessary services relating to the B&O Trail to the Trimble Road Trail.


SECTION 2. That payment for the contractual services authorized in Section 1 herein shall be paid from the American Rescue Plan Fund (#221), non-departmental expenditures (221.99.99) other charges classification, as previously approved by ordinance #22-162.

SECTION 3. That by reason of the immediate necessity for authorizing an engineering services contract to coincide with the schedule to utilize federal funds, 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 6 September 2022
1st Reading 6 September 2022
2nd Reading 6 September 2022
PASSED 6 September 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 #22-168 *

ORDINANCE # 22-170

BY: MS. BURNS

Authorizing the Public Works Director to advertise for bids and enter into a contract or contracts for the construction of the East Third Street culvert replacement project, and declaring an emergency.

WHEREAS, the City entered into a cost sharing agreement with the Ohio Public Works Commission for this Project.

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

SECTION 1. That the Public Works Director be, and is hereby, authorized to advertise for bids and to enter into a contract, with the lowest and best bidder, according to law for the construction of the East Third Street culvert replacement project, all in accordance with detailed plans, specifications and estimates as now on file in the office of the City Engineer, which plans, estimates, and specifications are hereby approved.

SECTION 2. That the entire cost of the improvements authorized in Section 1 shall be paid from Sewer Fund (#503), Non-Departmental, Capital Outlay Classification.

SECTION 3. That by reason of the immediate need to advertise for bids and award a contract for construction of said improvements in order to coincide with OPWC finding 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.

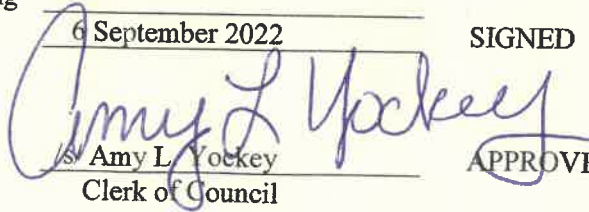
Caucus 6 September 2022
1st Reading 6 September 2022
2nd Reading 6 September 2022
PASSED 6 September 2022

SIGNED



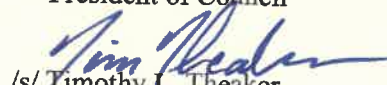
/s/ David Falquette
President of Council

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

* Publication required.

BILL #22-169

ORDINANCE #

22-171

BY: MS. BURNS

Authorizing the Public Works Director to submit an application for funding a certain storm sewer installation project at and around North Main Street related to the Touby Run Flood Mitigation Hazard Project, and declaring an emergency.

WHEREAS, the City of Mansfield is desirous of making application for a State Bond Issue No. 1 Grant for the sewer installation project.

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

SECTION 1. That the Public Works Director be, and is hereby, authorized on behalf of the City of Mansfield to submit an application and execute all documentation associated therewith for funding with a State Bond Issue No. 1 Grant the following public improvement project, all in accordance with proposed applications as now on file in the Office of the City Engineer:

Main Street Storm Sewer Installation Project

SECTION 2. That by reason of the immediate necessity for submitting said application with the Richland County Regional Planning Commission as soon as possible, 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 6 September 2022
1st Reading 6 September 2022
2nd Reading
PASSED 6 September 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 #22-170

ORDINANCE # 22-172

BY: MS. MOTON

Authorizing the Mayor and the Public Works Director to enter into a Community Reinvestment Area Agreement with MTC Holdings, LLC for certain tax incentives under Ohio Revised Code Chapter § 3735.66 for the construction of a new facility at Miller Parkway, Mansfield, Ohio 44903, and declaring an emergency.

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

SECTION 1. That the Mayor and the Public Works Director be, and they are hereby, authorized to enter into a Community Reinvestment Area Agreement with MTC Holdings, LLC, relating to a Community Reinvestment Area project for construction of their new facility at Miller Parkway, Mansfield, Ohio, in the City and in the Community Reinvestment Area, which will encompass substantial new investment and related employment, and to provide in said Agreement for certain tax incentives, as authorized under Ohio Revised Code Chapter §3735.66, i.e., exemption from tax for a period of fifteen (15) years on the real estate improvements for fifty percent (50%) of such property newly invested in the project, all as substantially designated and fully set forth in the proposed Community Reinvestment Area Agreement, a copy of which is attached hereto as Exhibit "A" and made a part hereof by reference.

SECTION 2. That in order to permit necessary commitments to go forward on the project at the earliest time, 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.

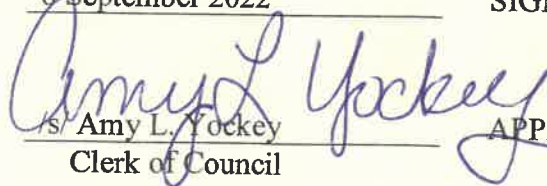
Caucus 6 September 2022
1st Reading 6 September 2022
2nd Reading _____
PASSED 6 September 2022

SIGNED



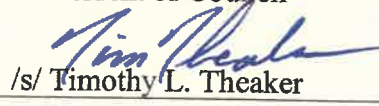
/s/ David Falquette
President of Council

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

COMMUNITY REINVESTMENT AREA AGREEMENT

This Agreement made and entered into by and between the CITY OF MANSFIELD, OHIO, a municipal corporation, with its main offices located at 30 North Diamond Street, Mansfield, Ohio 44902 (hereinafter referred to as "MANSFIELD"), and MTC Holdings, LLC, an Ohio Limited Liability Company with its main offices located at 95 Ohio Brass Road, Mansfield, Ohio 44906 WITNESSETH:

WHEREAS, the MUNICIPAL CORPORATION has encouraged the development of real property and the acquisition of personal property located in the area designated as a Community Reinvestment Area, and

WHEREAS, MTC Holdings, LLC, is desirous of investing in the construction of a new industrial building at their property located at Miller Parkway, Mansfield, Ohio (hereinafter referred to as the "PROJECT") within the boundaries of the aforementioned Community Reinvestment Area, provided that the appropriate development incentives are available to support the economic viability of said PROJECT, and

WHEREAS, the Council of the City of Mansfield by Ordinance #20-086 adopted May 19, 2020, designated the area as a Community Reinvestment Area pursuant to § 3735.66 of the Ohio Revised Code ("ORC"), and

WHEREAS, effective July 17, 2020, the Director of the Ohio Development Services Agency of the State of Ohio determined that the aforementioned area designated in said Ordinance #20-086 contains the characteristics set forth in § 3735.66 of the ORC and certified said area as a Community Reinvestment Area under said § 3735.66, and

WHEREAS, Mansfield having the appropriate authority for the stated type of project is desirous of providing the ENTERPRISE with incentives available for the development of the PROJECT in said Community Reinvestment Area under § 3735.66 of the ORC, and

WHEREAS, MTC Holdings, LLC, has submitted a proposed agreement application (hereinafter referred to as "APPLICATION"), a copy of which is attached hereto as Exhibit "A".

WHEREAS, MTC Holdings, LLC, has remitted the required state application fee of \$750 made payable to the Ohio Development Services Agency with the application to be forwarded with the final agreement, and

WHEREAS, the Director of Economic Development for the City Mansfield as Housing Officer has investigated the application of MTC Holdings, LLC., and has recommended the same to the City Council of the City of Mansfield on the basis that MTC Holdings, LLC, is qualified by financial responsibility and business experience to create and preserve employment opportunities in said City of Mansfield Community Reinvestment Area and improve the economic climate of the City of Mansfield, and

WHEREAS, the project site as proposed by MTC Holdings, LLC, is located in the Crestview Local School District and the Pioneer Career and Technical Center Vocational School District and the Board of Education of Crestview Local School and Pioneer Career and Technical Center have been notified in accordance with § 3735.67 and 5709.83 and have been given a copy of the APPLICATION, and this AGREEMENT.

WHEREAS, pursuant to Ohio Revised Code Section 3735.67 (A), and in conformance with the format required under Section 3735.671 (B) of the Ohio Revised Code, the parties hereto desire to set forth their agreement with respect to matters hereinafter contained;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained and the benefit to be derived by the parties from the execution hereof, the parties herein agree as follows:

1. MTC Holdings, LLC shall invest in the construction of a new 8,000sf industrial building at Miller Parkway t, Mansfield, Ohio.

Said building will be constructed on Parcel Numbers 013-89-015-01-012 and 013-89-015-01-013 as the same is known and designated on the Auditor's revised list of lots in the City of Mansfield, Richland County, Ohio (as shown in the attached Exhibit "B").

The PROJECT will involve an estimated investment of Three Hundred Fifty Thousand Dollars (\$350,000.00), plus or minus 10%, at the Miller Parkway site.

The PROJECT will begin September 15, 2022 and all construction and installation will be completed by July 31, 2023.

2. Carroll Fabrication, LLC shall create employment after the commencement of construction of the aforesaid facility, in accordance with the schedule provided in Exhibit "C" attached hereto and incorporated herein.

3. MTC Holdings, LLC shall provide to the proper Tax Incentive Review Council any information reasonably required by the council to evaluate the enterprise's compliance with the agreement, including returns filed pursuant to § 5711.02 of the ORC if requested by the Council.

4. The CITY OF MANSFIELD hereby grants MTC Holdings, LLC a tax exemption for real property improvements made to the PROJECT site pursuant to Section 3735.67 of the Ohio Revised Code for the number of years and percentages:

<u>Years of Tax Exemption</u>	<u>Tax Exemption Amount (Percentage)</u>
15 years	50%

Each identified project improvement will receive a twelve (12) year exemption period. The exemption commences the first year for which the real property would first be taxable were that property not exempted from taxation. No exemption extend beyond December 31, 2038.

MTC Holdings, LLC must file the appropriate tax forms (DTE 24) with the Richland County Auditor to effect and maintain the exemptions covered in the agreement.

5. The City of Mansfield specifically agrees to waive the fee specified in the Ohio Revised Code Section 3735.671 (D).

6. MTC Holdings, LLC shall pay such real and tangible personal property taxes as are not exempted under this agreement and as otherwise are required by law to be paid and are charged against such property and shall file all tax reports and returns as required by law. If they fail to pay such taxes or file such returns and reports, all incentives and exemptions granted under this agreement are rescinded beginning with the year for which such taxes are charged or such reports or returns are required to be filed and thereafter.
7. Mansfield shall perform such acts as are reasonably necessary or appropriate to effect, claim, reserve, and maintain exemptions from taxation granted under this agreement including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with such exemptions.
8. If for any reason Mansfield revokes the designation of the area, entitlements granted under this agreement shall continue for the number of years specified under this agreement, unless MTC Holdings, LLC materially fails to fulfill its obligations under this agreement and Mansfield terminates or modifies the exemptions from taxation granted under this agreement.
9. If MTC Holdings, LLC materially fails to fulfill its obligations under this agreement, or Mansfield determines that the certification as to delinquent taxes as required by this agreement is fraudulent, Mansfield may terminate or modify the exemptions from taxation granted under this agreement. Mansfield may require repayment of the amount of taxes that would have been payable had the property tax not been exempted from taxation under this agreement.
10. MTC Holdings, LLC, hereby certifies that at the time this agreement is executed, MTC Holdings, LLC does not owe any delinquent real or tangible personal property taxes to any taxing authority of the State of Ohio, and do not owe delinquent taxes for which it is liable under Chapter 5733, 5735, 5739, 5741, 5743, 5747, or 5753 of the ORC, or, if such delinquent taxes are owed, MTC Holdings, LLC, is currently paying the delinquent taxes pursuant to an undertaking enforceable by the State of Ohio or an agent or instrumentality thereof, has filed a petition in bankruptcy under 11 U.S.C.A. 101, et seq., or such a petition has been filed against MTC Holdings, LLC. For the purposes of the certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the ORC governing payment of those taxes.
11. MTC Holdings, LLC and Mansfield acknowledge that this agreement must be approved by formal action of the legislative authority of the City of Mansfield, Ohio as a condition for the agreement to take effect. This agreement takes effect upon such approval.
12. Mansfield has developed a policy to ensure recipients of Community Reinvestment Area tax benefits practice non-discriminating hiring in its operations. By executing this agreement, MTC Holdings, LLC, are committing to following non-discriminating hiring practices acknowledging that no individual may be denied employment solely on the basis of race, religion, sex, disability, color, national origin, or ancestry.
13. Exemptions from taxation granted under this agreement shall be revoked if it is determined that MTC Holdings, LLC, any successor enterprise, or any related member (as those terms are defined in § 5709.61 of the ORC) has violated the prohibition against entering into this agreement under Division (E) of § 3735.671 or § 5709.62, 5709.63, or 5709.632 of the ORC prior to the time prescribed by that division or either of those sections.
14. This agreement is not transferable or assignable without the express written approval of Mansfield.

IN WITNESS WHEREOF, the CITY OF MANSFIELD, OHIO, by TIMOTHY L. THEAKER, Mayor and DAVID REMY, Public Works Director, and pursuant to Ordinance # 22-161, has caused this instrument to be executed this _____ day of September, 2022, and MTC Holdings, LLC by Michael Carroll, its Member, has caused this instrument to be executed on this _____ day of September, 2022.

WITNESS

CITY OF MANSFIELD, OHIO

BY: _____
TIMOTHY L. THEAKER, Mayor

BY: _____
DAVID REMY, Public Works Director

MTC Holdings, LLC

BY: _____
MICHAEL CARROLL, Member

APPROVED AS TO FORM:

John Spon, Law Director
City of Mansfield, Ohio

EXHIBIT "A"

CITY OF MANSFIELD
Community Reinvestment Area

PROPOSED AGREEMENT for Community Reinvestment Area Tax Incentives between the MTC LLC located in the County of Richland and City of Mansfield.

1. a. Name of property owner, home or main office address, contact person, and telephone number (attach additional pages if multiple enterprise participants).

MTC HOLDINGS LLC
Enterprise Name

MIKE DARROL
Contact Person

1012 WOODSIDE DR
MANSFIELD OH 44906
Address

567 303 8146
Telephone Number

- b. Project site:

MILLER PARKWAY

Contact Person

RED INDUSTRIAL PARK
Address

Telephone Number

2. a. Nature of commercial/industrial activity (manufacturing, warehousing, wholesale or retail stores, or other) to be conducted at the site.

LIGHT MANUFACTURING (MACHINE SHOP)

- b. List primary 6 digit North American Industry Classification System (NAICS) # 332721

Business may list other relevant SIC numbers. 3451

- c. If a consolidation, what are the components of the consolidation? (must itemize the location, assets, and employment positions to be transferred: _____

d. Form of business of enterprise (corporation, partnership, proprietorship, or other).

LLC.

3. Name of principal owner(s) or officers of the business.

MICHAEL A CARROLL

4. a. State the enterprise's current employment level at the proposed project site:

0

b. Will the project involve the relocation of employment positions or assets from one Ohio location to another? Yes No

c. If yes, state the locations from which employment positions or assets will be relocated and the location to where the employment positions or assets will be located:

95 OHIO BRASS ROAD TO REID INDUSTRIAL PARK

d. State the enterprise's current employment level in Ohio (itemized for full and part-time and permanent and temporary employees):

1 FULL TIME

e. State the enterprise's current employment level for each facility to be affected by the relocation of employment positions or assets:

1 FULL TIME

f. What is the projected impact of the relocation, detailing the number and type of employees and/or assets to be relocated?

NEW LOCATION ALLOWS FOR COMPANY GROWTH

5. Does the Property Owner owe:
- a. Any delinquent taxes to the State of Ohio or a political subdivision of the state?
Yes No
 - b. Any moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State? Yes No
 - c. 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?
Yes No
 - d. If yes to any of the above, please provide details of each instance including but not limited to the location, amounts and/or case identification numbers (add additional sheets).

6. Project Description: _____

7. Project will begin ^{SEPTEMBER PER ASKE 03} ~~AUGUST~~, 2022 and be completed JULY 31, 2023 provided a tax exemption is provided.

8. a. Estimate the number of new employees the property owner will cause to be created at the facility that is the project site (job creation projection must be itemized by the name of the employer, full and part-time and permanent and temporary):

5 FULL TIME OVER 3 YRS

b. State the time frame of this projected hiring: 3 yrs.

c. State proposed schedule for hiring (itemize by full and part-time and permanent and temporary employees):

1YR = 1 FT 2YR = 2 FT 3YR = 2 FT

9. a. Estimate the amount of annual payroll such new employees will add \$ 150,000 (new annual payroll must be itemized by full and part-time and permanent and temporary new employees). 5 FT @ 30-35K A YEAR

b. Indicate separately the amount of existing annual payroll relating to any job retention claim resulting from the project: \$ 0

10. An estimate of the amount to be invested by the enterprise to establish, expand, renovate or occupy a facility:

- A. Acquisition of Buildings: \$ 0
- B. Additions/New Construction: \$ 250-300 K
- C. Improvements to existing buildings: \$ 0
- D. Machinery & Equipment: \$ 50-100K (MILL LEASE)
- E. Furniture & Fixtures: \$ 0
- F. Inventory: \$ 0
- Total New Project Investment:** \$ 350-400K

~~50~~ 50 PER MORE CARRIED 8/1/22

11. a. Business requests the following tax exemption incentives: 100 % for 15 years covering real ~~STATE~~ as described above. Be specific as to the rate, and term.

b. Business's reasons for requesting tax incentives (be quantitatively specific as possible)

COMPETITIVE BUSINESS
ALLOW FOR GROWTH

Submission of this application expressly authorizes the City of Mansfield to contact the Ohio Environmental Protection Agency to confirm statements contained within this application including item # 5 and to review applicable confidential records. As part of this application, the property owner may also be required to directly request from the Ohio Department of Taxation, or complete a waiver form allowing the Department of Taxation to release specific tax records to the local jurisdiction considering the request.

The Applicant agrees to supply additional information upon request.

The Applicant affirmatively covenants that the information contained in and submitted with this application is complete and correct and is aware of the ORC Sections 9.66(C)(1) and 2921.13(D)(1) penalties for falsification which could result in the forfeiture of all current and future economic development assistance benefits as well as a fine of not more than \$1,000 and/or a term of imprisonment of not more than six months.

MTC HOLDINGS LLC

Name of Property Owner

JUNE 2 2022

Date



Signature

MIKE BARROLL MEMBER

Typed Name and Title

* A copy of this proposal must be forwarded by the local governments to the affected Board of Education along with notice of the meeting date on which the local government will review the proposal. Notice must be given a minimum of fourteen (14) days prior to the scheduled meeting to permit the Board of Education to appear and/or comment before the legislative authorities considering the request.

** Attach to Final Community Reinvestment Area Agreement as Exhibit A

Please note that copies of this proposal must be included in the finalized Community Reinvestment Area Agreement and be forwarded to the Ohio Department of Taxation and the Ohio Development Services Agency within fifteen (15) days of final approval.



City of Mansfield

Tim Theaker, Mayor

30 N. Diamond Street - Mansfield, OH 44902 – (419)755-9794 Fax-(419)755-9465
Tim Bowersock, Economic Development Director

August 2, 2022

Mike Carroll, Member
MTC Holdings, LLC
% Carroll Fabrication, LLC
95 Ohio Brass Road
Mansfield, Ohio 44906

RE: MTC Holdings, LLC Miller Parkway Project, Community Reinvestment Area Application

Dear Mr. Whisler,

The City of Mansfield received the attached application for Community Reinvestment Area Tax Exemption on June 2, 2022. The Tax Exemption requested is for your proposed real property investment of \$300,000.00. Further, the requested exemption is 50% for 15 years.

Pursuant to law, the City of Mansfield is required to provide notification to the affected school district of the filing of applications so they may, if they choose, provide comments to the City of Mansfield within 14 days of this notice. The City of Mansfield is required to consider those comments in acting upon this application. By copy of this letter, I am notifying the appropriate school district of this request.

Final approval for Community Reinvestment Area Tax Exemption rests with City Council. Legislation will be presented to City Council on September 6, 2022. A representative of the company may be required at the September 6, 2022 City Council Caucus, which begins at 7:00 p.m., and will be held in the 3rd floor Council Chambers.

Sincerely,

Tim Bowersock

Economic Development Director

Cc: Gregg Nicholl, Superintendent, Pioneer Career and Technology Center
Linda Schumacher, Treasurer

Received by:

Date:

8/3/22



City of Mansfield

Tim Theaker, Mayor

30 N. Diamond Street - Mansfield, OH 44902 – (419)755-9794 Fax-(419)755-9465

Tim Bowersock, Economic Development Director

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Sincerely,

Tim Bowersock
Economic Development Director

Cc: Jim Grubbs, Superintendent, Crestview Local Schools
Robin Klenk, Treasurer

Received by: ROBIN KLENK - CONFIRMED VERBALLY 8/3/22
Date: 8/3/22



City of Mansfield

Tim Theaker, Mayor

30 N. Diamond Street - Mansfield, OH 44902 - (419)755-9794 Fax-(419)755-9465

Tim Bowersock, Economic Development Director

August 2, 2022

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Sincerely,

Tim Bowersock

Economic Development Director

Cc: Gregg Nicholi, Superintendent, Pioneer Career and Technology Center
Linda Schumacher, Treasurer

Received by: MIKE CARROLL - CONFIRMED VERBALLY 8/2/22
Date: 8/2/22

EXHIBIT "B"

DESCRIPTION OF INVESTMENTS

A. Existing or new building cost and size:

8,000 S.F. Office Building

B. Itemized value of machinery, equipment, furniture, and fixtures:

N/A

C. Inventory:

N/A

Estimated Schedule of Jobs

EXHIBIT "C"

		estimated jobs	estimated annual payroll
year <u> 1 </u>	created:	#	
	full-time permanent	<u> 1 </u>	\$ <u>30,000.00</u>
	full-time temporary	<u> </u>	\$
	part-time permanent	<u> </u>	\$
	part-time temporary	<u> </u>	\$
	retained:	#	
	full-time permanent	<u> </u>	\$
	full-time temporary	<u> </u>	\$
	part-time permanent	<u> </u>	\$
	part-time temporary	<u> </u>	\$
	TOTAL ANNUAL PAYROLL		\$ <u>30,000.00</u>
year <u> 2 </u>	created:	#	
	full-time permanent	<u> 2 </u>	\$ <u>60,000.00</u>
	full-time temporary	<u> </u>	\$
	part-time permanent	<u> </u>	\$
	part-time temporary	<u> </u>	\$
	TOTAL ANNUAL PAYROLL		\$ <u>90,000.00</u>
year <u> 3 </u>	created:	#	
	full-time permanent	<u> 2 </u>	\$ <u>60,000.00</u>
	full-time temporary	<u> </u>	\$
	part-time permanent	<u> </u>	\$
	part-time temporary	<u> </u>	\$
	TOTAL ANNUAL PAYROLL		\$ <u>150,000.00</u>
year <u> 4 </u>	created:	#	
	full-time permanent	<u> </u>	\$
	full-time temporary	<u> </u>	\$
	part-time permanent	<u> </u>	\$
	part-time temporary	<u> </u>	\$
	TOTAL ANNUAL PAYROLL		\$ <u>150,000.00</u>
year <u> 5 </u>	created:	#	
	full-time permanent	<u> </u>	\$
	full-time temporary	<u> </u>	\$
	part-time permanent	<u> </u>	\$
	part-time temporary	<u> </u>	\$
	TOTAL ANNUAL PAYROLL		\$ <u>150,000.00</u>

year <u>6</u>	created:	#	
	full-time permanent	_____	\$
	full-time temporary	_____	\$
	part-time permanent	_____	\$
	part-time temporary	_____	\$
	TOTAL ANNUAL PAYROLL		\$ <u>150,000.00</u>
year <u>7</u>	created:	#	
	full-time permanent	_____	\$
	full-time temporary	_____	\$
	part-time permanent	_____	\$
	part-time temporary	_____	\$
	TOTAL ANNUAL PAYROLL		\$ 150,000.00
year <u>8</u>	created:	#	
	full-time permanent	_____	\$
	full-time temporary	_____	\$
	part-time permanent	_____	\$
	part-time temporary	_____	\$
	TOTAL ANNUAL PAYROLL		\$ <u>150,000.00</u>
year <u>9</u>	created:	#	
	full-time permanent	_____	\$
	full-time temporary	_____	\$
	part-time permanent	_____	\$
	part-time temporary	_____	\$
	TOTAL ANNUAL PAYROLL		\$ <u>150,000.00</u>
year <u>10</u>	created:	#	
	full-time permanent	_____	\$
	full-time temporary	_____	\$
	part-time permanent	_____	\$
	part-time temporary	_____	\$
	TOTAL ANNUAL PAYROLL		\$ <u>150,000.00</u>
year <u>11</u>	created:	#	
	full-time permanent	_____	\$
	full-time temporary	_____	\$
	part-time permanent	_____	\$
	part-time temporary	_____	\$
	TOTAL ANNUAL PAYROLL		\$ <u>150,000.00</u>
year <u>12</u>	created:	#	
	full-time permanent	_____	\$
	full-time temporary	_____	\$
	part-time permanent	_____	\$
	part-time temporary	_____	\$
	TOTAL ANNUAL PAYROLL		\$ <u>150,000.00</u>

year <u>13</u>	created	#	
	full-time permanent	_____	\$
	full-time temporary	_____	\$
	part-time permanent	_____	\$
	part-time temporary	_____	\$
	TOTAL ANNUAL PAYROLL		\$ <u>150,000.00</u>

year <u>14</u>	created	#	
	full-time permanent	_____	\$
	full-time temporary	_____	\$
	part-time permanent	_____	\$
	part-time temporary	_____	\$
	TOTAL ANNUAL PAYROLL		\$ <u>150,000.00</u>

year <u>15</u>	created	#	
	full-time permanent	_____	\$
	full-time temporary	_____	\$
	part-time permanent	_____	\$
	part-time temporary	_____	\$
	TOTAL ANNUAL PAYROLL		\$ <u>150,000.00</u>

BILL #22-171

ORDINANCE # 22-173

BY: MS MOTON

Authorizing the Richland County Growth Corporation on behalf of the City of Mansfield to sell approximately 14 acres of land located in the vicinity of Airport West Road to Airport West, JV 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, Airport West JV, LLC intends to develop the property by constructing a manufacturing building on the site.

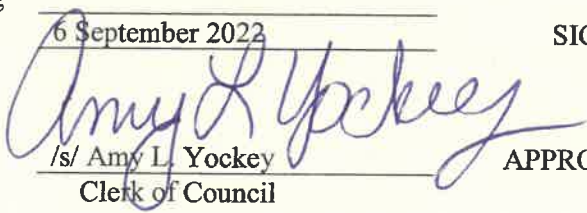
NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MANSFIELD, STATE OF OHIO:

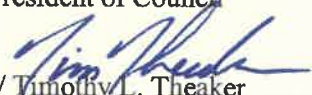
SECTION 1. That the Richland County Growth Corporation, as Agent for the City of Mansfield, Ohio, as Lessor, be, and hereby is, authorized to sell approximately 14 acres of land located in the vicinity of Airport West Road to Airport West JV, LLC, and in substantial accordance with the terms and conditions 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 6 September 2022
1st Reading 6 September 2022
2nd Reading _____
PASSED 6 September 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

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 Airport West JV, LLC, an Ohio Limited Liability Company, herein called "Buyer", and Buyer agrees to purchase from Seller, the real property, herein called "said property" located at Airport West Industrial Park in the City of Mansfield, County of Richland and State of Ohio, being approximately 14 acres and more fully described on 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 Ten Thousand and 00/100 Dollars (\$10,000.00) per acre (subject to final survey), payable by Buyer to Seller as follows:
- 1.02 50% on the date of closing.
- 1.03 50% no later than one year from date of closing, plus interest calculated at 3% per year, in accordance with the terms of a Promissory Note in the form attached Exhibit "1".

ARTICLE 2
CLOSING AND CONDITIONS OF CLOSING

Closing

- 2.01 The closing of the transaction shall occur on or before the 31st day of October, 2021, 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 Condition

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) 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. Before erecting any improvements, structures, or facilities and before making any sewer, water and power line connections, the Buyer will submit to Seller plans of such construction and obtain Seller's prior written approval.

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: Tim Bowersock
 30 North Diamond Street
 Mansfield, Ohio 44902

TO BUYER: Randy Payne, Member
 Airport West JV, LLC
 1310 West Fourth Street
 Mansfield, Ohio 44906

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 affect 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: Randy Hutchinson

Title: President

Dated: _____

BUYER:

Airport West JV, LLC
An Ohio Limited Liability Company

By: _____

Print Name: Randy Payne

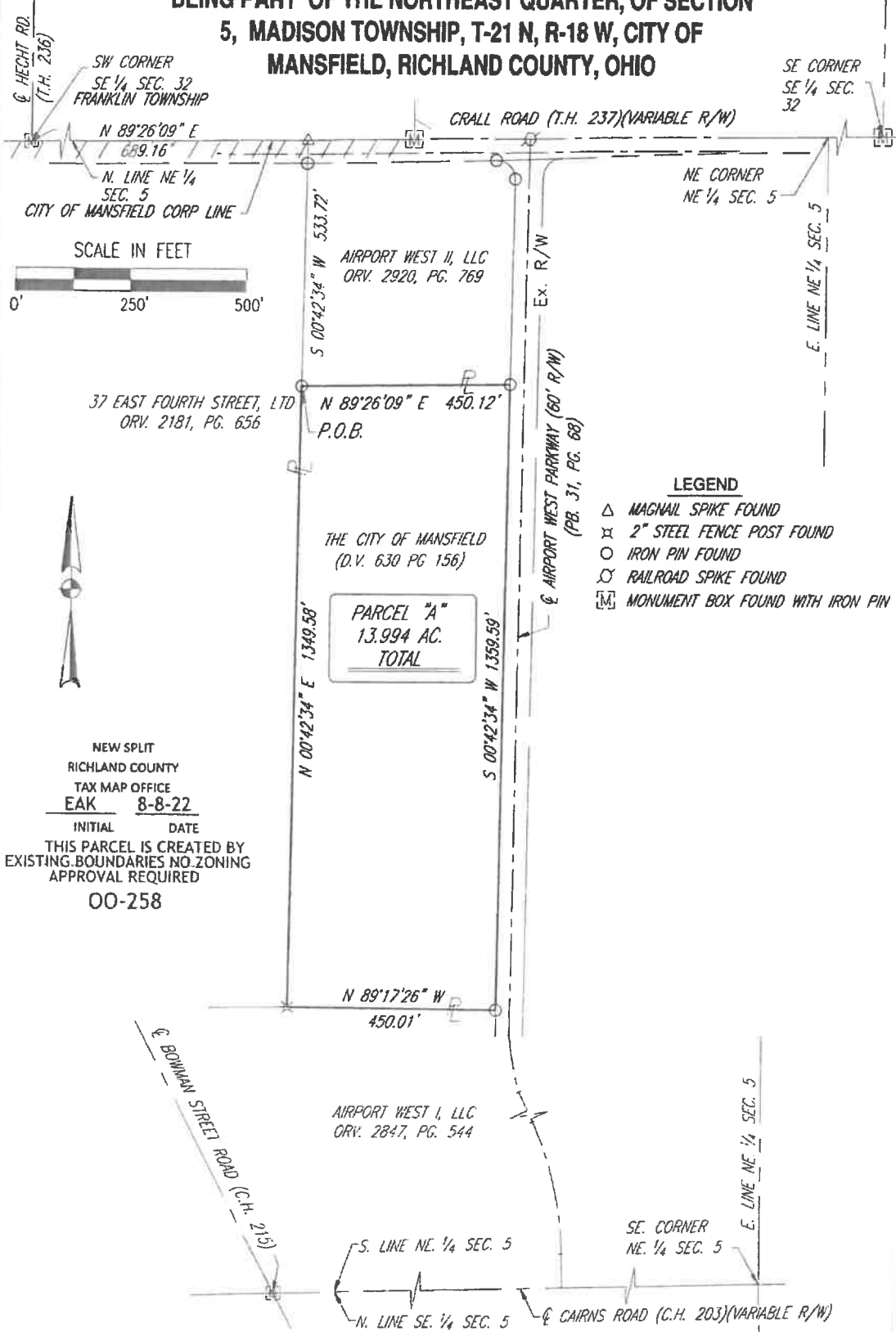
Title: Member

Dated: _____

APPROVED AS TO FORM:

John Spon
Law Director
City of Mansfield

**BEING PART OF THE NORTHEAST QUARTER, OF SECTION
5, MADISON TOWNSHIP, T-21 N, R-18 W, CITY OF
MANSFIELD, RICHLAND COUNTY, OHIO**



SCALE IN FEET
0' 250' 500'

NEW SPLIT
RICHLAND COUNTY
TAX MAP OFFICE
EAK 8-8-22
INITIAL DATE
THIS PARCEL IS CREATED BY
EXISTING BOUNDARIES NO ZONING
APPROVAL REQUIRED
00-258

- LEGEND**
- △ MAGNAIL SPIKE FOUND
 - ⊗ 2" STEEL FENCE POST FOUND
 - IRON PIN FOUND
 - ⊗ RAILROAD SPIKE FOUND
 - ☒ MONUMENT BOX FOUND WITH IRON PIN

DRAFTED BY K.E. McCARTNEY & ASSOCIATES, Z:\001\218-218-1 Airport West Boundaries, Surveys\218-218-1 PG 01.dwg, Jul 27, 2022, 11:48am

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 07/13/2022
Date

52 N. Diamond Street
Mansfield, OH 44902
T: 419-525-0093

KEM

526 E. Brood Street
Elyria, OH 44035
T: 440-323-9608

K.E. McCARTNEY & ASSOCIATES
ENGINEERS PLANNERS SURVEYORS

KEM

K.E. McCartney & Associates, Inc.

Engineers · Planners · Surveyors

LEGAL DESCRIPTION

13.994 Acres

07/13/2022
SY-716

Situated in the City of Mansfield, County of Richland, State of Ohio and being part of the Northeast Quarter of Section 5, Madison Township, Township 21 N, Range 18 W and being a portion of the lands conveyed to The City of Mansfield by deed volume 630, page 156 and being more particularly described as follows:

Commencing at an iron pin found in monument box marking the intersection of the centerline of Hecht Road-(T.H. 236) with the North line of said Northeast Quarter of Section 5, said iron pin also being within the right of way of Crall Road-(T.H. 237)(variable R/W);

Thence, North 89 degrees 26 minutes 09 seconds East, 689.16 feet along the north line of said quarter and said centerline of Crall Road to a Magnail spike found in the northwest corner of parcel conveyed to Airport West II, LLC by official record volume 2920, page 769;

Thence, South 00 degrees 42 minutes 34 seconds West, 533.72 feet along the west line of said Airport West II, LLC parcel to an iron pin found in the southwest corner thereof, and being the Place of Beginning of the parcel herein described;

Thence, the following FOUR Courses:

1. North 89 degrees 26 minutes 09 seconds East, 450.12 feet along the south line of said Airport West II, LLC parcel to an iron pin found in the southeast corner thereof, said iron pin also being on the west existing right of way line of Airport West Parkway-(60');
2. South 00 degrees 42 minutes 34 seconds West, 1359.59 feet along said west existing right of way line of Airport West Parkway to an iron pin found in the northeast corner of a parcel conveyed to Airport West I, LLC by official record volume 2847, page 544

3. **North 89 degrees 17 minutes 26 seconds West, 450.01 feet** along said north line of said Airport West I, LLC parcel to an iron pin found in the southeast corner of a parcel conveyed to 37 East Fourth Street, Ltd. By official record volume 2181, page 656;
4. **North 00 degrees 42 minutes 34 seconds East, 1349.58 feet** along said east line to the **Place of Beginning**, and containing 13.994 acres, more or less, subject to all legal highways, easements, leases and use restriction of record;

This description was prepared and reviewed in July 2022 by Nathaniel B. Ramsey, P.S. S-8396 from an actual field survey performed for K.E. McCartney and Associates, Inc.

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




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

NEW SPLIT
RICHLAND COUNTY
TAX MAP OFFICE
EAK 8-8-22

INITIAL DATE
00-258

22-174

BILL #22-172

ORDINANCE # _____

BY: MS. MEIER

Authorizing the Mayor and Public Works Director to enter into a joint agreement with the Richland County Land Reutilization Corporation, the Richland County Historical Society, Mansfield's Historic Preservation Commission, Downtown Mansfield Inc., and the Ohio State Historic Preservation Office regarding the planning, design, funding and construction of a Historic Preservation Memorial for the Westinghouse Building located at 200 Fifth Street Mansfield, Ohio, and declaring an emergency.

WHEREAS, the Richland County Land Bank (herein as Land Bank) plans to demolish and remediate any hazardous chemicals located at property at 200 Fifth Street in Mansfield, Richland County, Ohio (herein, Westinghouse Building A), and

WHEREAS, Land Bank, City of Mansfield, Richland County, Richland County Historical Society, Mansfield Memorial Museum, Mansfield Preservation Commission, and North Central Ohio Industrial Museum (herein after Parties to This Agreement) have agreed to collaborate on a Historic Preservation Memorial for Westinghouse Building A.

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

SECTION 1. Authorizing the Mayor and Public Works Director to enter into a joint agreement with the Richland County Land Reutilization Corporation, the Richland County Historical Society, Mansfield's Historic Preservation Commission, Downtown Mansfield Inc., and the Ohio State Historic Preservation Office regarding the planning, design, funding and construction of a Historic Preservation Memorial for the Westinghouse Building. The Terms and Conditions of this joint agreement are set forth fully in the Memorandum of Agreement, which is on file in the office of the Public Works Director.

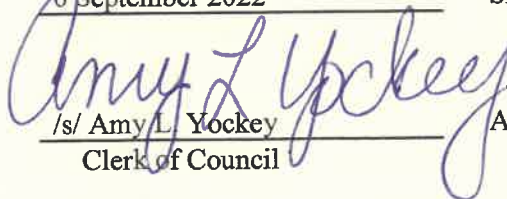
SECTION 2. That by reason of the immediate necessity for executing all necessary documentation for the agreement as soon as possible, this measure is determined to be an emergency Ordinance for the immediate preservation of the public peace, health, safety and welfare of the City of Mansfield and its 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 6 September 2022
1st Reading 6 September 2022
2nd Reading _____
PASSED 6 September 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

MEMORANDUM OF AGREEMENT

AMONG

RICHLAND COUNTY LAND REUTILIZATION CORPORATION,

CITY OF MANSFIELD, OHIO,

RICHLAND COUNTY HISTORICAL SOCIETY,

MANSFIELD'S HISTORIC PRESERVATION COMMISSION,

DOWNTOWN MANSFIELD, INC.

AND THE

OHIO STATE HISTORIC PRESERVATION OFFICE

REGARDING THE PLANNING, DESIGN, FUNDING AND CONSTRUCTION OF A

HISTORIC PRESERVATION MEMORIAL FOR WESTINGHOUSE BUILDING A -

200 FIFTH AVENUE, MANSFIELD, OHIO

WHEREAS, the Richland County Land Bank (hereinafter, Land Bank) plans to demolish and remediate any hazardous chemicals located at property at 200 Fifth Avenue in Mansfield, Richland County, Ohio (hereinafter, Westinghouse Building A); and

WHEREAS, the Land Bank will administer from the use of Ohio Department of Development Brownfield funds for the demolition of this property as a slum and blight national objective; and

WHEREAS, pursuant to Ohio Revised Code Sections 122.65 and 122.6511, the Land Bank assumes responsibility for compliance with the environmental laws; and

WHEREAS, the build site is legally described in Exhibit "A" and attached hereto; and

WHEREAS, in consultation with the Ohio State Historic Preservation Office (SHPO), the Westinghouse Building A is potentially eligible for listing in the National Register of Historic Places; and

WHEREAS, the parties recognize that despite Building A's historic potential, it is and remains a Brownfield with known or potential releases of hazardous substances which directly affects the public health and welfare; and

WHEREAS, all parties desire to balance the concern for the historic preservation of Westinghouse Building A's memory as a former significant industrial site against the existing environmental hazards now existing at the site; and

WHEREAS, the Land Bank has consulted with Mansfield's Historic Preservation Commission regarding its concern that the Westinghouse Building A has historic interest; and

WHEREAS, Land Bank, City of Mansfield, Richland County, Richland County Historical Society, Mansfield Memorial Museum, Mansfield's Historic Preservation Commission, and North Central Ohio Industrial

Museum (hereinafter Parties to This Agreement) have agreed to collaborate on a Historic Preservation Memorial for Westinghouse Building A that satisfies the respective concerns of all parties.

NOW, THEREFORE, Parties to This Agreement agree to the planning, design, funding and construction of the Westinghouse Building a Historic Preservation Memorial.

1. The Parties will cooperate to build a Monument (Exhibit "B") displaying one or more aspects about the history of the Westinghouse Building A and its significance to the area. The planning and design of the Memorial shall incorporate, but not be limited to, the following criteria:
 - a. Elements of Monument:
 - i. Preservation (disassembly prior to demolition) of original doorway Exhibit "C" for Westinghouse Building A and reassembled as close to location of original door as possible based on good engineering practices and code requirements of the City of Mansfield, Ohio.
 - ii. Preserve original decorative elements as is feasible using good deconstruction practices.
 - iii. Preserve original brick as is feasible using good deconstruction practices.
 - iv. Plaque featuring historic connection to Westinghouse and the women's labor movement.
 1. Downtown Mansfield, Inc. will recommend in writing a professional who meets the Secretary of Interior's Professional Qualification Standards in the area of History and/or Architectural History to write the text of the plaque, verify factual information, and provide sources used to write the text to the OHC.
 2. Along with the narrative, the marker should have historic photographs showing the property at Westinghouse Building A.
 3. Downtown Mansfield, Inc. in cooperation with Mansfield's Historic Preservation Commission will submit their proposed text for the Ohio Historical Marker to OHC by the deadline of December 15, 2022
2. The Richland County Commissioners per ORC 307.78 shall allocate up to \$125,000.00 funds, minus any funds committed to this project by City of Mansfield and/or other parties, to the Land Bank to cover the cost of this project. The funds shall be for professional historical writer, historic marker, de-construction engineer and reconstruction contractor for of the project. All project funds shall be held by the Land Bank as the parties' designated Fiscal Officer. In the event funding exceeds ~~exceeding~~ the \$125,000.00 set as side for project, all parties need to agree to addendum.
3. Downtown Mansfield, Inc. will recommend in writing ~~hire~~ a qualified structural engineer and qualified construction company to deconstruct doorway and move doorway off site in a reasonable amount of time not to delay demolition. Downtown Mansfield, Inc. shall provide signed vouchers to the Land Bank for payment of the professional historical writer, historic marker, deconstruction engineer and reconstruction contractor. These activities will be scheduled to not interfere with any abatement work by demolition contractor.

4. Land Bank will coordinate with its demolition contractor to allow access to the site as is reasonably necessary for the deconstruction to take place.
5. The City of Mansfield agrees to take ownership of Parcel #027-05-107-03-001 from the Land Bank after the monument has been built and all environmental issues have been resolved.
6. It is agreed and acknowledged by all the parties that Exhibit "B," attached hereto as "Concept Proposal," represents the intended general design of the Memorial.
7. That the Land Bank shall be the general contractor for all deconstruction and construction contractors, subcontractors, material suppliers, as well as engineers, designers, and historical writers that are required for the completion of the terms of this Agreement.
8. The parties agree that the Downtown Mansfield, Inc. and Mansfield's Historic Preservation Commission shall be the consultant and advisor to the general contractor for this construction project.
9. The general contractor shall provide quarterly updates to the parties on the project's progress upon its commencement until such time as the project is satisfactorily completed. The project shall be considered completed upon the written agreement of all parties.
10. This Agreement may be amended only by the written agreement of the parties.
11. The parties agree that time is of the essence to complete the project in keeping with good engineering practices and completion of the Brownfield remediation.
12. In the event any party determines in good faith its terms/obligations will not or cannot be reasonably completed with the exception for the Richland County Commissioner's commitment of \$125,000.00, then the requesting party must request an amendment satisfactorily to its concern(s). If within thirty (30) days after written notice to all parties an amendment cannot be mutually agreed upon, thereafter the requesting party may terminate its interest in the agreement upon written notice to all other parties.

RICHLAND COUNTY LAND REUTILIZATION CORPORATION

[Signature] 8/10/22
Authorized Board Member's Signature Date

[Signature] 08/11/2022
Authorized Board Member's Signature Date

CITY OF MANSFIELD, OHIO

Authorized Signature Date

RICHLAND COUNTY HISTORICAL SOCIETY

[Signature] 8/11/2022
Authorized Signature Date

MANSFIELD'S HISTORIC PRESERVATION COMMISSION

Authorized Signature Date

DOWNTOWN MANSFIELD, INC.

[Signature] 8/12/2022
Authorized Signature Date

OHIO STATE HISTORIC PRESERVATION OFFICE

Authorized Signature Date

EXHIBIT "A"

LEGAL DESCRIPTION

Situated in the City of Mansfield, County of Richland and State of Ohio and described as follows:
Being a part of Lot 9757 of the consecutively numbered lots in the City of Mansfield, Richland County, Ohio, and being more particularly described as follows:

The real point of beginning for the same being a concrete monument found at the intersection of the South right-of-way line of East Fifth Street (60 feet in width) and the Easterly right-of-way line of Conrail Railroad (original Penn Central Railroad), said point being the Northwest corner of Lot 9757 (Northwest corner of parcel in the name of WCI-Westinghouse, Inc. per Deed Volume 717, Page 233);

1. Thence due East a distance of 139.99 feet along the South line of East Fifth Street to a point;
2. Thence S 0° 05' 00" W a distance of 183.73 feet to a point at the South corner of a five story building, and passing for reference the Northeast corner of said building at 1.58 feet;
3. Thence N 62° 16' 16" W a distance of 36.69 feet along a wall to a point at the building corner;
4. Thence N 53° 11' 09" W a distance of 40.53 feet along a wall to a point on the Easterly right-of-way line of Conrail Railroad, and passing for reference at corner of said building at 40.26 feet;
5. Thence N 27° 43' 00" W a distance of 160.83 feet along said right-of-way line to the real point of beginning of the parcel herein described.

And containing 0.369 acre, more or less, but subject to all legal easements and public rights-of-way now on record. The bearing of East Fifth Street is based on Plat Volume 13, Page 25. Together with an easement for maintenance and Ingress and egress as described on Exhibits A & B.

Exhibit A

Ingress - Egress and Maintenance Easement

Description: Being a part of Lot 9757 of the consecutively numbered lots in the City of Mansfield, Richland County, Ohio, and being more particularly described as follows:

Commencing for the same at a concrete monument found at the intersection of the South right-of-way line of East Fifth Street (60 feet in width) and the Easterly right-of-way line of Conrail Railroad (original Penn Central Railroad), said point being the Northwest corner of Lot 9757; thence Due East a distance of 139.99 feet along the South line of East Fifth Street to the real point of beginning of the easement herein described;

1. thence Due East a distance of 20.00 feet along said right-of-way line to a point;
2. thence S 0° 05' 00" W a distance of 195.02 feet to a point;
3. thence Due West a distance of 20.00 feet to a point;
4. thence N 0° 05' 00" E a distance of 195.02 feet along the East line of a five story building to the real point of beginning, and passing for reference the Southeast corner of said building at 11.29 feet, and containing 3,900 square feet, more or less, but subject to all legal easements and public rights-of-way now on record. The foregoing description is intended for use as an ingress-egress

easement and as a building maintenance easement. The bearing of East Fifth Street is based on Plat Volume 13, Page 25.

Maintenance Easement

Description: Being a part of Lot 9757 of the consecutively numbered lots in the City of Mansfield, Richland County, Ohio, and being more particularly described as follows:

Commencing for the same at a concrete monument found at the intersection of the South right-of-way line of East Fifth Street (60 feet in width) and the easterly right-of-way line of Conrail Railroad (original Penn Central Railroad), said point being the Northwest corner of Lot 9757; thence S 27° 43' 00" E a distance of 160.83 feet along the right-of-way line of said railroad to the real point of beginning of the easement herein described;

1. thence S 53° 11' 09" E a distance of 40.53 feet along a wall to a point at a corner of a five story building;
2. thence S 62° 16' 16" E distance of 36.69 feet along said wall to the Southeast corner of said building;
3. thence S 0° 05' 00" W a distance of 11.29 feet to a point;
4. thence N 62° 16' 16" W a distance of 58.13 feet to a point on the Easterly line of said railroad;
5. thence N 27° 43' 00" W a distance of 28.91 feet along said right-of-way line to the real point of beginning and containing 726 feet, more or less, but subject to all legal easements and public rights-of-way now on record. The foregoing description is intended for use as a building maintenance easement. The bearing of East Fifth Street is based on Plat Volume 13, Page 25.

Permanent Parcel Number: 027-05-107-03-001

Prior Instrument Reference: Official Records Volume 1821, Page 885

Property Address: 200 E. Fifth Ave., Mansfield, Ohio

EXHIBIT "B"

Concept Proposal

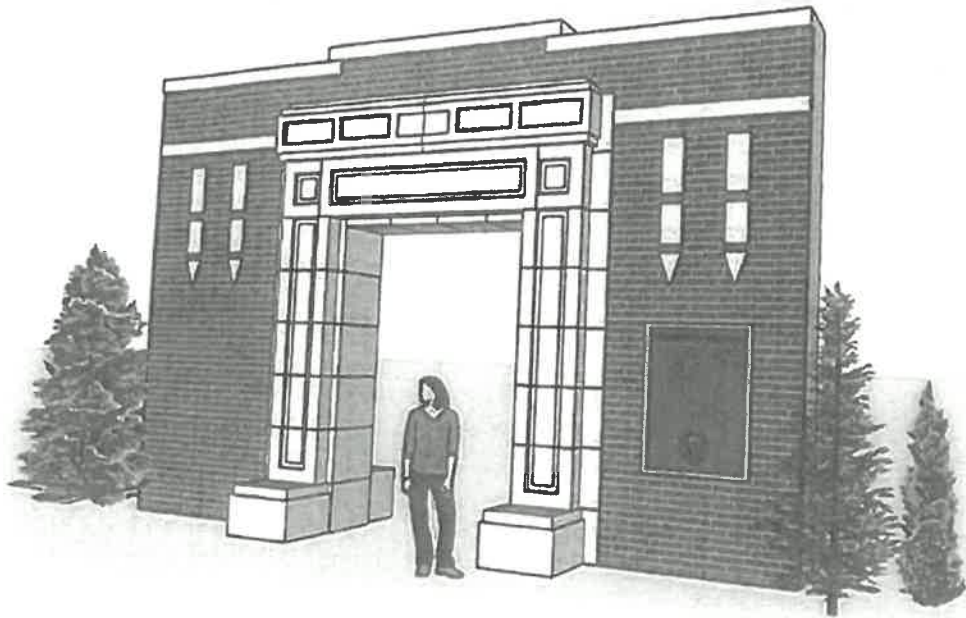


EXHIBIT "C"
Doorway located along W Fifth Street

