

Summary Sheet May 19, 2020

<u>Bill</u>	<u>Status</u>	<u>Title</u>	<u>Sponsor</u>	<u>Meeting</u>
20-091	2nd Read VOTE	An Ordinance implementing sections 3735.65 through 3735.70 of the Ohio Revised Code, establishing and describing the boundaries of community reinvestment area in the City of Mansfield, designating a housing officer to administer the program, and creating a community reinvestment housing council and a tax incentive review council	Davenport	
20-092	Amended VOTE	Authorizing the Richland County Growth Corporation on behalf of the City of Mansfield to sell approximately 18.29 acres of land located in the vicinity of 500 North main Street to 500 North Main Mansfield, LLC	Davenport	
20-093	Amended VOTE	Authorizing the Richland County Growth Corporation on behalf of the City of Mansfield to sell approximately 0.369 acres of land located in the vicinity of 500 North Main Street to Wayne Sanchez	Davenport	
20-096	VOTE	Authorizing payment of the claim of Mike and Lori Colosimo, 650 Straub Road Mansfield, Ohio 44904	Falquette	
20-097	VOTE	Adopt the 5 year update of the Solid Waste Mgt Plan	Lawrence	
20-098	VOTE	Transferring appropriations in the amount of one thousand three hundred seventy-five dollars (\$1,375) within the Alarm Monitoring Fund (#204),	Van Harlingen	
20-099	Caucus Only	Accepting a National PAL Mentoring Sub-grant in the amount of twenty-five thousand two hundred dollars (\$25,200) through the National Association of Police Athletic/Activities Leagues, Inc. to be used by the Mansfield Police Athletic League,	Van Harlingen	
20-100	VOTE	Authorizing the Public Works Director to file a grant application and to accept a grant from the Federal Aviation Administration and the Ohio Department of Transportation, Office of Aviation to advertise for bids and enter into a contract or contracts to purchase Snow Removal Equipment to be used at the Mansfield Lahm Airport	Scott	6:50 Airport
20-101	VOTE	Authorizing the Public Works Director and Safety-Service Director to execute a Standard Software Maintenance Agreement with Tyler Technologies Corporation for a term of one (1) year and related documents	Van Harlingen	
20-102	Caucus & 1st Read	Authorizing the Service-Safety Director to purchase, without competitive bidding, a Cybergenetics TrueAllele Casework System for the police laboratory from Cybergenetics, Inc	Scott	
20-103	VOTE	Affirming that all funds received through the State of Ohio under the CARES Act will be expended only in the manner prescribed by and consistent with the requirements of the CARES Act	Van Harlingen	

BY: MR. DAVENPORT

An Ordinance implementing sections 3735.65 through 3735.70 of the Ohio Revised Code, establishing and describing the boundaries of community reinvestment area in the City of Mansfield, designating a housing officer to administer the program, and creating a community reinvestment housing council and a tax incentive review council, and declaring an emergency.

WHEREAS, the council of the City of the City of Mansfield (hereinafter "Council") desires to pursue all reasonable and legitimate incentive measures to assist and encourage development in specific areas of the City of Mansfield that have not enjoyed reinvestment from remodeling or new construction.

WHEREAS, a survey of housing, a copy of which is on file in the office of Economic Development as required by Ohio Revised Code (ORC) Section 3735.66 has been prepared for the area to be included in the proposed Community Reinvestment Area.

WHEREAS, the maintenance of existing and construction of new structures in such area would serve to encourage economic stability, maintain real property values, and generate new employment opportunities, and

WHEREAS, the remodeling of existing structures or the construction of new structures in this Community Reinvestment Area constitutes a public purpose for which real property exemptions may be granted.

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

SECTION 1. The area designated as the City of Mansfield Community Reinvestment Area constitutes an area in which housing facilities or structures of historical significance are located, and in which new construction or repair of existing facilities has been discouraged.

SECTION 2. Pursuant to ORC Section 3735.66, the City of Mansfield Community Reinvestment Area, is hereby established in the following described area.

(Exhibit A)

The Community Reinvestment Area is approximately depicted as the outlined area on the map attached to this Ordinance (Exhibit B) and by this reference incorporated herein.

Only residential, commercial and/or industrial properties consistent with the applicable zoning regulations within the designated Community Reinvestment Area will be eligible for exemptions under this Program.

SECTION 3. All properties identified in Exhibit B as being within the designated Community Reinvestment Area are eligible for this incentive. This proposal is a public/private partnership intended to promote and expand conforming uses in the designated area. As part of the project, the City of Mansfield intends to undertake supporting public improvements in the designated area.

SECTION 4. Within the Community Reinvestment Area, the percentage of the tax exemption on the increase in the assessed valuation resulting from improvements to commercial and industrial real property and the term of those exemptions shall be negotiated on a case-by-case basis in advance of construction or remodeling occurring according to the rules outlined in the ORC Section 3765.67. The results of the negotiation as approved by this Council will be set in writing in a Community Reinvestment Area Agreement as outlined in ORC Section 3735.671. For residential property, a tax exemption on the increase in the assessed valuation resulting from the improvements as described in ORC Section 3735.67 shall be

granted upon application by the property owner and certification thereof by the designated Housing Officer for the following periods.

- a. Up to, and including ten (10) years, for the remodeling of every residential dwelling unit containing not more than two housing units and upon which the cost of remodeling is at least \$2,500, as described in ORC Section 3735.67, and with such exemption being up to, and including one hundred percent (100 %) for each of the approved years.
- b. Up to, and including twelve (12) years, for the remodeling of every residential dwelling unit containing more than two housing units and upon which the cost of remodeling is at least \$5,000, as described in ORC Section 3735.67, and with such exemption being up to, and including one hundred percent (100 %) for each of the approved years.
- c. Up to, and including Fifteen (15) years, for the construction of new residential housing units, as described in ORC Section 3735.67, with such exemption being up to, and including one hundred percent (100 %) for each of the approved years.
- d. Up to, and including, twelve (12) years, and up to, and including, one hundred percent (100%) for the remodeling of existing commercial and industrial facilities and upon which the cost of remodeling is at least \$5,000, as described in ORC Section 3735.67, the term and percentage of which shall be negotiated on a case-by-case basis in advance of remodeling occurring.
- e. Up to, and including, fifteen (15) years, and up to, and including, one hundred percent (100%) for the construction of new commercial or industrial facilities, the term and percentage of which shall be negotiated on a case-by-case basis in advance of construction occurring.

If remodeling qualifies for an exemption, during the period of the exemption, the exempted percentage of the dollar amount of the increase in market value of the structure shall be exempt from real property taxation. If new construction qualifies for an exemption, during the period of the exemption the exempted percentage of the structure shall not be considered to be an improvement on the land on which it is located for the purpose of real property taxation.

SECTION 5. All commercial and industrial projects are required to comply with the state application fee requirements of ORC Section 3735.672 (C) and the local annual monitoring fee of one percent of the amount of taxes exempted under the agreement - a minimum of \$500 up to a maximum of \$2500 annually unless waived.

SECTION 6. To administer and implement the provisions of this Ordinance, Tim Bowersock is designated as the Housing Officer as described in SECTIONS 3735.65 through 3735.70.

SECTION 7. That a "Community Reinvestment Area Housing Council" shall be created, consisting of two members appointed by the Mayor of the City of Mansfield, two members appointed by the Council of the City of Mansfield and one member appointed by the Planning Commission of the City of Mansfield. The majority of the members shall then appoint two additional members who shall be residents within the area. Terms of the members of the Council shall be for three years. An unexpired term resulting from a vacancy in the Council shall be filled in the same manner as the initial appointment was made. The Community Reinvestment Area Council shall make an annual inspection of the properties within the district for which an exemption has been granted under Section 3735.67 of the ORC. The Council shall also hear appeals under Section 3735.70 of the ORC.

A Tax Incentive Review Council shall be established pursuant to ORC Section 5709.85 and shall consist of three representatives appointed by the Board of County Commissioners, two representatives of

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 500 N. Main Mansfield, 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 500 North Main Street in the City of Mansfield, County of Richland and State of Ohio, being approximately 18.292 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 One Hundred Thirty Thousand and 00/100 Dollars (\$ 130,000.00), 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 31st day of May, 2020, 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) To the best of Seller's knowledge, 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 which have not been disclosed in environmental assessments and or an Ohio EPA "Covenant Not to Sue" issue on February 27, 2019 which is recorded in the public records of Richland County, Ohio at Book 2688, Page 478.

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.
- (2) Acknowledges that the condition of the sprinkler system within the building included in the sale is damaged and that it will be necessary to repair or remove the system, subject to appropriate approval and to the extent that it is in compliance with current fire and building codes prior to obtaining an occupancy permit.

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: Christopher J. McAuley, Member
 500 N. MAIN MANSFIELD, LLC
 348 South Waverly Road, Suite 102
 Holland, MI 49423

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: President
Dated: May _____, 2020

BUYER:
500 N. Main Mansfield, LLC
An Ohio Limited Liability Company

By: _____
Print Name: Christopher J. McAuley
Title: Member
Dated: May _____, 2020

APPROVED AS TO FORM:

John Spon
Law Director
City of Mansfield

Description of an 18.292 Acre Parcel of land

Situated in the City of Mansfield, former Madison Township, County of Richland, State of Ohio and being a part of lands now or formerly owned by the City of Mansfield as recorded in Official Record Volume 1255, Page 151-157 of the Richland County Recorder records, and being a part of the Southwest Quarter of Section 15 and a part of the Southeast Quarter of Section 16, Township 21 North, Range 18 West and more particularly described as follows:

Commencing at a mag nail found at the northwest corner of the Southwest Quarter of Section 15, also being the northeast corner of the Southeast Quarter of Section 16;

Thence South 01 degree 38 minutes 51 seconds West along the west line of the Southwest Quarter of Section 15, also being the east line of the Southeast Quarter of Section 16, passing through a railroad spike found at 20.00 feet, a total distance of 1015.15 feet to a point in the Rocky Fork, referenced by a survey marker found South 01 degree 38 minutes 51 seconds West a distance of 30.00 feet, said point being the **Point of Beginning** of the parcel herein described;

1. Thence **South 57 degrees 33 minutes 55 seconds East** along the Rocky Fork, also being the south line of lands now or formerly owned by Kokosing Materials, Inc. as recorded in Official Record Volume 46, Page 95, a distance of **58.92 feet** to a point referenced by a survey marker set South 32 degrees 26 minutes 05 seconds West a distance of 20.00 feet;
2. Thence **South 63 degrees 18 minutes 20 seconds East** continuing along the Rocky Fork and the south line of said Kokosing lands, a distance of **421.32 feet** to a point, said point being referenced by a survey marker set at a distance of 50.00 feet, South 44 degrees 53 minutes 00 seconds West;
3. Thence **South 26 degrees 22 minutes 15 seconds East** continuing along the Rocky Fork and the south line of said Kokosing lands a distance of **126.28 feet** to a point referenced by a survey marker found North 06 degrees 48 minutes 30 seconds East a distance of 50.00 feet;
4. Thence **South 23 degrees 53 minutes 36 seconds East** along the Rocky Fork, with the south line of lands now or formerly owned by First Waterview, Ltd. as recorded in Official Record Volume 1132, Page 426 of the Richland County Recorder records, a distance of **221.63 feet** to a point, referenced by a survey marker found North 62 degrees 21 minutes 07 seconds East at a distance of 30.00 feet;

5. Thence **South 27 degrees 38 minutes 53 seconds East** along the Rocky Fork and the south line of said First Waterview, Ltd lands, a distance of **429.82 feet** to a point on the north right of way line of Ashland Railway, referenced by a survey marker set North 55 degrees 22 minutes 34 seconds East a distance of 30.00 feet;
6. Thence southwesterly along the north right of way line of said Ashland Railway Inc. as recorded in Official Record Volume 623, Page 621, on a curve to the right, having a **delta angle of 26 degrees 49 minutes 05 seconds**, a **radius of 1100.00 feet**, an **arc length of 514.87 feet**, a **chord bearing South 69 degrees 33 minutes 59 seconds West** and a **chord length of 510.18 feet** to a survey marker set;
7. Thence **South 86 degrees 09 minutes 02 seconds West** along the north right of way line of said Ashland Railway Inc. lands also being the south line of said City of Mansfield lands, a distance of **60.34 feet** to a survey marker set;
8. Thence **North 86 degrees 00 minutes 20 seconds West** along the north right of way line of said Ashland Railway Inc. lands, a distance of **86.55 feet** to a survey marker set
9. Thence **North 80 degrees 00 minutes 46 seconds West** along the north right of way line of said Ashland Railway Inc. lands also being the south line of said City of Mansfield lands, a distance of **44.79 feet** to a 3" galvanized fence post found cut flush with concrete;
10. Thence **North 63 degrees 19 minutes 45 seconds West** along the north right of way line of said Ashland Railway Inc. a distance of **147.75 feet** to a survey marker found on the west line of the Southwest Quarter of Section 15, also being the east line of the Southeast Quarter of Section 16;
11. Thence **North 01 degree 38 minutes 51 seconds East** along said section line a distance of **31.00 feet** to a survey marker found;
12. Thence northwesterly continuing along the north right of way line of said Ashland Railway Inc. along a curve to the right having a **delta angle of 39 degrees 19 minutes 51 seconds**, a **radius of 400.00 feet**, an **arc length of 274.58 feet**, a **chord bearing North 53 degrees 16 minutes 17 seconds West** and a **chord length of 269.22 feet** to a galvanized fence post found;
13. Thence **North 10 degrees 33 minutes 08 seconds West** continuing along the north right of way line of said Ashland Railway Inc. a distance of **61.91 feet** to a survey marker found at the southwest corner of lands now or formerly owned by W.J. Sanchez as recorded in Official Record Volume 1536, Page 88 of the Richland County Recorder records;

14. Thence **South 87 degrees 51 minutes 00 seconds East** along the south line of said Sanchez lands, a distance of **17.64 feet** to a point on the face of an existing building;
15. Thence continuing **South 87 degrees 51 minutes 00 seconds East**, along the centerline of a common wall, and the south line of said Sanchez lands, a distance of **96.13 feet** to a point;
16. Thence **North 02 degrees 08 minutes 32 seconds East**, along the centerline of a common wall, also being the east line of said Sanchez lands, a distance of **85.21 feet** to a point on the centerline of a common wall;
17. Thence **South 87 degrees 49 minutes 33 seconds East** along the centerline of said common wall, a distance of **35.17 feet** to a point;
18. Thence **North 02 degrees 08 minutes 32 seconds East** passing thru a drill hole set at a distance of 3.49 feet, a total distance of **164.98 feet** to 2" mag nail set in asphalt;
19. Thence **North 89 degrees 09 minutes 25 seconds West** a distance of **16.29 feet** to a 2" mag nail set in asphalt;
20. Thence **North 01 degree 14 minutes 40 seconds East** a distance of **36.08 feet** to a 2" mag nail set in asphalt;
21. Thence **North 85 degrees 31 minutes 42 seconds West** a distance of **198.47 feet** to a survey marker set;
22. Thence **North 10 degrees 33 minutes 08 seconds West** along the northeasterly right of way line of said Ashland Railway, a distance of **14.49 feet** to a survey marker found on the east right of way line of North Main Street (SR13 – 60' wide);
23. Thence **North 05 degrees 44 minutes 10 seconds East** along the east right of way line of North Main Street (S.R. 13 – 60' wide), passing through a survey marker set at 569.06 feet, a total distance of **619.06 feet** to a point in the Rocky Fork;
24. Thence **South 57 degrees 33 minutes 55 seconds East** along the Rocky Fork a distance of **297.98 feet** to the **Point of Beginning**, containing **18.292 acres** of land more or less, of which 13.230 acres are in the Southwest Quarter of Section 15, and 5.062 acres are in the Southeast Quarter of Section 16;

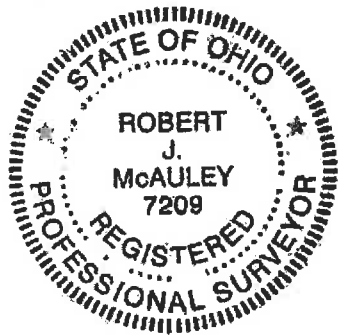
This description is based on an actual field survey made by Richland Engineering Limited, January 2020. All bearings are based on the east right of way line of North Main Street (S.R. 13) being North 5 degrees 44 minutes 10 seconds East as recorded in Official Record Volume 331, Page 64.

Survey markers set and found are 5/8 inch diameter by 30 inch long rebar with cap stamped "RICHLAND ENG. RLS 7209".

Permanent Parcel No. 0270510001009

Permanent Parcel No. 0270510001000

Permanent Parcel No. 0270509918001



Robert J. McAuley 6 March 2020
Robert J. McAuley Date
Reg. Surveyor No. 7209
Richland Engineering Limited

NEW SURVEY
OF EXISTING PARCEL
RICHLAND COUNTY
TAX MAP OFFICE

EAK 3-9-20

INITIAL DATE

MM-53 MUST TRANS-
FER BEFORE THIS PARCEL
F4-292

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 WAYNE SANCHEZ, herein called "Buyer", and Buyer agrees to purchase from Seller, the real property, herein called "said property" located at 500 North Main Street in Mansfield, County of Richland and State of Ohio, being approximately 0.369 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 One and 00/100 Dollars (\$1.00), 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 31st day of May, 2020, 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 leasees, 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: WAYNE SANCHEZ
 P.O. Box 1482
 Mansfield, OH 44901

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: _____, 2020

BUYER:
WAYNE SANCHEZ

By: _____
Print Name: Wayne Sanchez

Dated: _____, 2020

APPROVED AS TO FORM:

JON SPON
Law Director
City of Mansfield, Ohio

EXHIBIT "A"

Description of a 0.349 acre parcel for the City of Mansfield

Situated in the City of Mansfield, County of Richland, State of Ohio and being a part of lands now or formerly owned by the City of Mansfield as recorded in Official Record Volume 1255, Pages 151-157 of the Richland County Recorder's records, and being a part of the Southeast Quarter of Section 16, Township 21 North, Range 18 West and more particularly described as follows:

Commencing at a mag nail found at the northwest corner of the Southwest Quarter of Section 15, also being the northeast corner of the Southeast Quarter of Section 16;

Thence South 01 degree 38 minutes 51 seconds West along the west line of the Southwest Quarter of Section 15, also being the east line of the Southeast Quarter of Section 16, passing through a railroad spike found at 20.00 feet, a total distance of 1304.05 feet to a 2" mag nail set;

Thence North 88 degrees 21 minutes 09 seconds West a distance of 98.84 feet to a 2" mag nail set in asphalt at the Point of Beginning of the parcel herein described;

1. Thence South 01 degree 14 minutes 48 seconds West a distance of 36.08 feet to a 2" mag nail set in asphalt;
2. Thence South 89 degrees 09 minutes 25 seconds East a distance of 16.38 feet to a 2" mag nail set in asphalt;
3. Thence South 62 degrees 08 minutes 32 seconds West passing thru a drill hole set at a distance of 161.49 feet, a total distance of 164.98 feet to a point on the easterline of a common building wall;
4. Thence North 87 degrees 49 minutes 38 seconds West with the centerline of said common building wall, a distance of 33.17 feet to a point;
5. Thence North 62 degrees 08 minutes 32 seconds East with the east property line of lands now or formerly owned by W.J. Sanchez as recorded in Official Record Volume 1536, Page 88 of the Richland County Recorder's records, a distance of 116.45 feet to a 2" mag nail set in asphalt;
6. Thence North 89 degrees 04 minutes 14 seconds West with a north property line of said Sanchez lands, a distance of 6.89 feet to a 3" galvanized fence post found;
7. Thence North 01 degree 54 minutes 41 seconds East with an east property line of said Sanchez lands, a distance of 44.98 feet to a 4" galvanized fence post found;
8. Thence North 77 degrees 19 minutes 15 seconds West with a northerly property line of said Sanchez lands, a distance of 27.36 feet to a point at the corner of a concrete pad;

9. Thence North 87 degrees 46 minutes 49 seconds West with a north property line of said Sanchez lands, a distance of 61.95 feet to a point at the corner of a concrete pad;
10. Thence South 44 degrees 51 minutes 33 seconds West with a northerly property line of said Sanchez lands, a distance of 88.44 feet to a mag nail found on the east property line of lands now or formerly owned by the Ashland Railway Inc. as recorded in Official Record Volume 623, Page 621 of the Richland County Recorder's records;
11. Thence North 16 degrees 33 minutes 08 seconds West with the easterly property line of said Ashland Railway Inc. lands, a distance of 116.68 feet to a survey marker set;
12. Thence South 23 degrees 31 minutes 42 seconds East a distance of 198.46 feet to the Point of Beginning, containing 0.369 acres of land, more or less, subject to all highways, easements and use restrictions of record.

The grantee, his heirs and assigns do hereby covenant and agree that the parcel of land described in this instrument or any portion thereof does not constitute a principal building site under applicable zoning.

This description is based on an actual field survey made by Richland Engineering Limited, January 2020. All bearings are based on the east right of way line of North Main Street (S.R. 13) being North 05°44'10" East as recorded in Official Record Volume 331, Page 64.

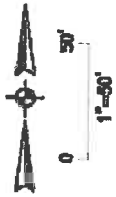
Survey markers set and found are 5/8 inch diameter by 30 inch long rebar with cap stamped "RICHLAND ENG. RLS 7209".

Permanent Parcel No. 027-03-099-1B-001



Robert J. McAuley 6 March 2020
 Robert J. McAuley Date
 Reg. Surveyor No. 7209
 Richland Engineering Limited

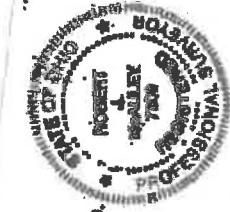
NEWSPLET,
 RICHLAND COUNTY
 TAX MAP OFFICE
 FAX 3-9-10
 MM-53



① W.J. SANCHEZ
O.R.V. 15318 P. 88

② NORTH MAIN STREET (S.R. 13) (60' R/W)

ISLAND INC.
PARKWAY P. 821
O.R.V. 6831 P. 821



* 3" GALVANIZED FENCE POST FD.
** TO CL. OF COMMON WALL
*** CORNER CONC. PAD

SURVEY MARKER SET/5/8"X30" LG. REBAR WITH CAP STAMPED, TICHLAND ENG. RLS 7208TE

RAILROAD SPIKE FOUND

IRON PIPE FOUND

P.K. NAIL FOUND

MAG-NAIL FD

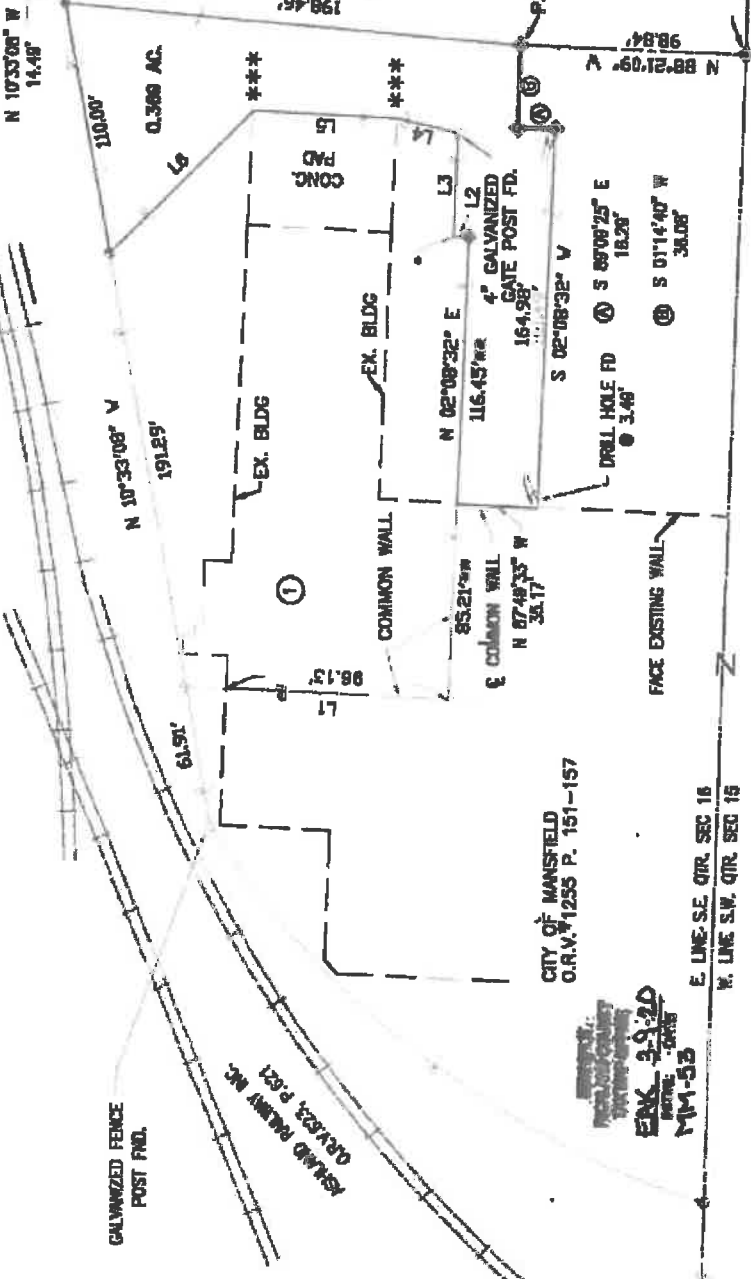
2" MAG-NAIL SET

MAG NAIL FD
NW CORNER SW 1/4 SEC. 15 AND NE CORNER SE 1/4 SEC. 16

LONGVIEW AVE. (80' R/W)
1/4 LINE S.E. QTR. SEC. 16

SURVEY FOR
CITY OF MANSFIELD
0.308 ACRE PARCEL
Situated in the City of Mansfield, County of Richland, State of Ohio, and being a part of the Southwest Quarter of Section 16, Township 21 North, Range 18 West.

Robert J. McAlle
ROBERT J. McALLE
R.L.S. 7208
DATE: _____



L1 - S 87°51'00" E 113.77'
L2 - N 89°04'10" W 6.89'
L3 - N 01°54'41" E 44.86'
L4 - N 77°13'15" W 27.26'
L5 - N 87°48'48" W 61.85'
L6 - S 44°51'32" W 88.44'

E. LINE S.E. QTR. SEC. 16
W. LINE S.W. QTR. SEC. 16

ALL BEARINGS ARE BASED ON THE EAST RIGHT OF WAY LINE OF NORTH MAIN STREET (S.R. 13) BEING NORTH 05°44'10" EAST AS RECORDED IN OFFICIAL RECORD VOLUME 331, PAGE 64.

RICHLAND ENGINEERING LIMITED
28 NORTH PARK STREET MANSFIELD, OHIO 44902
PH. 419-524-0074 FAX 419-524-1812



PREPARED BY:
RICHLAND COUNTY ENGINEERS
DATE: 3-9-20
11-1-53

BY: MR. LAWRENCE

Resolution/Ordinance No. _____

A RESOLUTION/ORDINANCE TO ADOPT THE FIVE YEAR UPDATE OF THE SOLID WASTE MANAGEMENT PLAN OF RICHLAND COUNTY, OHIO

WHEREAS, Mansfield (city) is located within the jurisdiction of the Richland County Regional Solid Waste Management Authority (Authority); and

WHEREAS, the Richland County Regional Solid Waste Management Authority (Authority) Board prepared and adopted a five year update to the Richland County Solid Waste Management Plan in accordance with Ohio Revised Code Sections 3734.54, 55, and 56; and

WHEREAS, the Authority has provided a copy of the updated Richland County Solid Waste Management Plan for ratification to each of the legislative authorities of the Authority; and

WHEREAS, the city of Mansfield (name of legislative authority) must decide whether it approves of said Solid Waste Plan within ninety days of receipt of the resolution and amended Solid Waste Plan.

NOW, therefore, be it resolved by the Mansfield (city council):

1. The (city of) Mansfield
 - a. _____ approves the resolution and amended solid waste plan or:
 - b. _____ disapproves the resolution and amended solid waste plan.
2. The Clerk/Fiscal Officer is hereby directed to send the Authority a copy of this resolution to the attention of Mr. Eddie Hale, Executive Director, Richland County Regional Solid Waste management Authority, 1125 National Parkway, Mansfield, Ohio 44906.
3. That it is found and determined that all formal actions of this Mansfield (council) concerning and relating to the passage of this resolution/ordinance were adopted in an open meeting of this Mansfield (council) and of any of its committees that resulted in such formal actions were in meetings open to the public in compliance with all legal requirements including Sections 121.22 of the Ohio Revised Code.

Approved: _____ Date: _____ OR

Disapproved: _____ Date: _____

Signature of Fiscal Officer/Clerk: _____ Date: _____

BILL #20-098

ORDINANCE # _____

BY: MR. VAN HARLINGEN

Transferring appropriations in the amount of one thousand three hundred seventy-five dollars (\$1,375) within the Alarm Monitoring Fund (#204), 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 thousand three hundred seventy-five dollars (\$1,375) be, and the same is hereby, transferred within the Alarm Monitoring Fund (#204) from the Alarm Monitoring Operations Fund (204.24.01) Supplies and Materials Classification to the Alarm Monitoring Fund, Operations Fund (204.24.01) Capital Outlay Classification.

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

Caucus	<u>19 May 2020</u>
1 st Reading	<u>19 May 2020</u>
2 nd Reading	<u>19 May 2020</u>
PASSED	<u>19 May 2020</u>

SIGNED /s/ Cliff Mears
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 #20-099

ORDINANCE # _____

BY: MR. VAN HARLINGEN

Accepting a National PAL Mentoring Sub-grant in the amount of twenty-five thousand two hundred dollars (\$25,200) through the National Association of Police Athletic/Activities Leagues, Inc. to be used by the Mansfield Police Athletic League, and declaring an emergency.

WHEREAS, the National Association of Police Athletic/Activities Leagues, Inc. (National PAL) is receiving grant funding through the National PAL Mentoring Sub-grant from the Department of Justice, Office of Justice Programs, Office of Juvenile Justice and Delinquency Prevention, and

WHEREAS, the Mansfield Police Athletic League has been approved to receive funding in the amount of twenty-five thousand two hundred dollars (\$25,200) as a cost reimbursement sub-grant from the National Association of Police Athletic/Activities League, Inc. under said Program to be used for youth mentoring activities, and

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

SECTION 1. That the City of Mansfield does hereby accept from the National Association of Police Athletic/Activities Leagues, Inc. a National PAL Recovery Act Mentoring Sub-grant in the amount of twenty-five thousand two hundred dollars (\$25,200) to be used for youth mentoring activities during the period of January 1, 2020 through March 1, 2021, for which funding the City expresses its sincerest appreciation, and authorizing the Safety-Service Director to execute the Sub-grant Agreement therefor and any other documents necessary to receive said grant funding.

SECTION 2. That the sub-grant funding accepted in Section 1 herein in the amount of twenty-five thousand two hundred dollars (\$25,200) be, and the same is hereby appropriated from the unappropriated Grant Fund (#224) to the Police Grants (224.15.30) classifications as follows:

Personal Services	\$18,898.15
Contractual Services	\$4,780.00
Supplies	<u>\$1,521.85</u>
Total	\$25,200.00

SECTION 3. That by reason of the immediate necessity of accepting and utilizing the grant funds for youth mentoring activities during the sub-grant period which commences January 1, 2020, 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 full force immediately upon its adoption, otherwise from and after the earliest time allowed by law, after its passage and approval by the Mayor.

Caucus 19 May 2020
1st Reading 2 June 2020
2nd Reading _____
PASSED 2 June 2020

SIGNED /s/ Cliff Mears
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



DEPARTMENT OF FINANCE
STATEMENT OF FISCAL IMPACT

Attachment to
Bill# 20-099

RE: PAL Mentoring Grant

Nature of Statement and Information Disclosed

This is a statement of fiscal impact for the City of Mansfield to accept funding from the:
National Association of Police Athletic / Activities Leagues, Inc.

This impact statement has been performed in accordance with the City's revenue policy, adopted by City Council on August 6, 2013 with ordinance #13-166. It is a statement solely for the purpose of analyzing and reporting the fiscal impact on the City of Mansfield of either accepting or not accepting the proposed funding and using certain assumptions as indicated herein. No attempt is made to evaluate the application, award documents or any special condition for suitability to City objectives.

Current Fiscal Impacts

Impact on Revenue

Grant/Other Funding: \$25,200.00
Funding Period: 1/1/20 - 3/1/21

Impact on Expenditures

PROJECT COSTS:	
Salaries	\$18,898.15
Supplies	1,521.85
Contract Services	4,780.00
Total Project Costs:	\$ 25,200.00

The total project cost is estimated at \$ 25,200.00 . Note: * No local match

Match Required: \$ 0

* Grant awarded annually

Future Fiscal Impact

Impact on Revenue

N/A

Impact on Expenditures

N/A



DEPARTMENT OF FINANCE
STATEMENT OF FISCAL IMPACT

Other Future Commitments

N/A

Disclosures of Possible Material Future Events

This grant provides a portion of personnel costs associated with the City's PAL Director. In addition, it provides funds for community service projects with local youth. All personnel costs associated with the PAL Director would be charged to the Safety Service Fund if future grants are not awarded.

General Assumptions

A fiscal impact statement constitutes a forward-looking statement on the acceptance of funds from sources other than City revenue such as grants and the proper execution of all requirements as set forth in any grant application, agreement, or other duly enforceable stipulations.

In any case where a reasonable expectation of a future condition or event has been disclosed or is already known to Finance Department personnel, that information has been used as an assumption in the fiscal impact statement. Expectations not known or not considered reasonably expected to occur have been excluded from the fiscal impact statement. If an event or condition may occur which would have a material and *direct* fiscal impact, but is not reasonably expected to occur, it is disclosed in the fiscal impact statement.

General assumptions are made in this fiscal impact statement that the City staff executing the grant program already possess the required knowledge to perform all of the requirements of the grant, and that the information provided to the Finance Department to prepare this impact statement is true and correct. It is also assumed that no outside events will create a positive or negative influence on the grant program, and that there will be no changes in the legal, operational, or economic environment in which the grant program and the City as a whole operates, except as disclosed herein.

Sales Order Acknowledgement

Company	Order No.	Date	Page
045	132894	1/4/2020	2 of 3

Ship To : Mansfield, OH
 Mansfield, OH
 30 N Diamond St
 Mansfield, OH 44902-1702
 United States
 Attn: Mr. James Dougherty

Bill To : Mansfield, OH
 Mansfield, OH
 30 N Diamond St
 Mansfield, OH 44902-1702
 United States
 Attn: Mr. James Dougherty

Agreement ID :

Customer No	Customer PO #	Order Type : Sales Order	Status : Open	Hold Status : N	Company : 045	Territory : 031
50067		Payment Terms Net 15				
		PSA Linked Status				

Mnt	Seq	SKU Code/Description/Comments	PSA Linked Status	Tax Process	Units	Users	Rate	Disc %	Total DR	DR Temp	DR User Start Date	DR User End Date	SSP Category	SSP ORRide	SSP ORRide Amt	Status	Cancellation Date	
N	14	NWERPUBM-M	Y	New Sale	1.00	1	1,117.20	0%	1,117.20	N RATABL	06/01/2020	05/31/2021	Y	Y	\$1,117.20	Open		
		SUPPORT & UPDATE LICENSING - AUTO METER INTERFACE																
N	15	NWERPMID-M	Y	New Sale	1.00	1	1,787.10	0%	1,787.10	N RATABL	06/01/2020	05/31/2021	Y	Y	\$1,787.10	Open		
		SUPPORT & UPDATE LICENSING - METER AND DEVICE INVENTORY																
N	16	NWERPSOP-M	Y	New Sale	1.00	1	2,680.65	0%	2,680.65	N RATABL	06/01/2020	05/31/2021	Y	Y	\$2,680.65	Open		
		SUPPORT & UPDATE LICENSING - SERVICE ORDER PROCESSING																
N	17	NWERPUB-M	Y	New Sale	1.00	1	5,584.95	0%	5,584.95	N RATABL	06/01/2020	05/31/2021	Y	Y	\$5,584.95	Open		
		SUPPORT & UPDATE LICENSING - UTILITY BILLING (Water/Sewer Base)																
N	18	NWERPBL-M	Y	New Sale	1.00	1	2,010.75	0%	2,010.75	N RATABL	06/01/2020	05/31/2021	Y	Y	\$2,010.75	Open		
		SUPPORT & UPDATE LICENSING - Business Licensing																
N	19	NWERPCE-M	Y	New Sale	1.00	1	1,563.45	0%	1,563.45	N RATABL	06/01/2020	05/31/2021	Y	Y	\$1,563.45	Open		
		SUPPORT & UPDATE LICENSING - CODE ENFORCEMENT																
N	20	NWERPFI-M	Y	New Sale	1.00	1	2,457.00	0%	2,457.00	N RATABL	06/01/2020	05/31/2021	Y	Y	\$2,457.00	Open		
		SUPPORT & UPDATE LICENSING - MUNICIPAL INSPECTIONS																
N	21	NWERPMIU-M	Y	New Sale	1.00	1	899.85	0%	899.85	N RATABL	06/01/2020	05/31/2021	Y	Y	\$899.85	Open		
		SUPPORT & UPDATE LICENSING - myINSPECTIONS - UNLIMITED USERS																
N	22	NWERPMYMOBILITY-M	Y	New Sale	1.00	1	2,044.35	0%	2,044.35	N RATABL	06/01/2020	05/31/2021	Y	Y	\$2,044.35	Open		
		Support & Update Licensing - MyMobility Server																
N	23	NWERPPMS-M	Y	New Sale	1.00	1	1,339.80	0%	1,339.80	N RATABL	06/01/2020	05/31/2021	Y	Y	\$1,339.80	Open		
		SUPPORT & UPDATE LICENSING - PARCEL MANAGEMENT																
N	24	NWERPPERMIT-M	Y	New Sale	1.00	1	2,457.00	0%	2,457.00	N RATABL	06/01/2020	05/31/2021	Y	Y	\$2,457.00	Open		
		SUPPORT & UPDATE LICENSING - PERMITS																
N	25	NWERPCDA-M	Y	New Sale	2.00	1	669.90	0%	1,339.80	N RATABL	06/01/2020	05/31/2021	Y	Y	\$669.90	Open		
		SUPPORT & UPDATE LICENSING - CD ANALYTICS																
N	26	NWERPDSBD-M	Y	New Sale	1.00	1	0.00	0%	0.00	N RATABL	06/01/2020	05/31/2021	Y	Y	\$0.00	Open		
		SUPPORT & UPDATE LICENSING - DECISION SUPPORT BASE DATAMART																
N	27	NWERPFMA-M	Y	New Sale	2.00	1	669.90	0%	1,339.80	N RATABL	06/01/2020	05/31/2021	Y	Y	\$669.90	Open		

Sales Order Acknowledgement

Company	Order No.	Date	Page
045	132984	1/4/2020	3 of 3

Bill To : Mansfield, OH
 Mansfield, OH
 30 N Diamond St
 Mansfield, OH 44902-1702
 United States

Ship To : Mansfield, OH
 Mansfield, OH
 30 N Diamond St
 Mansfield, OH 44902-1702
 United States

Attn : Mr. James Dougherty

Attn : Mr. James Dougherty

Agreement ID :

Order Type : Sales Order Status : Open Hold Status : N Company : 045 Territory : 031

Customer No	Customer PO #	Payment Terms	Ship Via	Sales Person
50067		Net 15	MISC	HOUSE

Mnt	Seq	SKU Code/Description/Comments	PSA Linked Status	Tax	Process	Units	Users	Rate	Disc %	Total DR	DR Templ Hold Code	DR User Start Date	DR User End Date	SSP Category	SSP ORide	SSP ORide Amt	Status	Cancellation Date
N	28	NWERPHRA-M	Y	New Sale	2.00	1	669.90	0%	1,339.80	N	RATABLE	06/01/2020	05/31/2021	Y		\$669.90	Open	
N	29	SUPPORT & UPDATE LICENSING - HR/PAYROLL ANALYTICS	Y	New Sale	1.00	1	1,339.80	0%	1,339.80	N	RATABLE	06/01/2020	05/31/2021	Y		\$1,339.80	Open	
N	30	SUPPORT & UPDATE LICENSING - UM ANALYTICS	Y	New Sale	1.00	1	3,574.20	0%	3,574.20	N	RATABLE	06/01/2020	05/31/2021	Y		\$3,574.20	Open	
N	31	SUPPORT & UPDATE LICENSING - SELF SERVICE eEmployee	Y	New Sale	1.00	1	1,339.80	0%	1,339.80	N	RATABLE	06/01/2020	05/31/2021	Y		\$1,339.80	Open	
N	32	SUPPORT & UPDATE LICENSING - SELF SERVICE eLicense	Y	New Sale	1.00	1	1,339.80	0%	1,339.80	N	RATABLE	06/01/2020	05/31/2021	Y		\$1,339.80	Open	
N	33	SUPPORT & UPDATE LICENSING - eParcels	Y	New Sale	1.00	1	1,339.80	0%	1,339.80	N	RATABLE	06/01/2020	05/31/2021	Y		\$1,339.80	Open	
N	34	SUPPORT & UPDATE LICENSING - SELF SERVICE ePayments	Y	New Sale	1.00	1	1,339.80	0%	1,339.80	N	RATABLE	06/01/2020	05/31/2021	Y		\$1,339.80	Open	
N	35	SUPPORT & UPDATE LICENSING - SELF SERVICE ePermits	Y	New Sale	1.00	1	2,457.00	0%	2,457.00	N	RATABLE	06/01/2020	05/31/2021	Y		\$1,339.80	Open	
N	36	SUPPORT & UPDATE LICENSING - eSUITE BASE (Payments)	Y	New Sale	1.00	1	1,787.10	0%	1,787.10	N	RATABLE	06/01/2020	05/31/2021	Y		\$2,457.00	Open	
N	37	SUPPORT & UPDATE LICENSING - SELF SERVICE eTimesheets	Y	New Sale	1.00	1	1,339.80	0%	1,339.80	N	RATABLE	06/01/2020	05/31/2021	Y		\$1,787.10	Open	
N	38	SUPPORT & UPDATE LICENSING - SELF SERVICE eUtilities	Y	New Sale	1.00	1	1,474.20	0%	1,474.20	N	RATABLE	06/01/2020	05/31/2021	Y		\$1,339.80	Open	
		SUPPORT & UPDATE LICENSING - User License to Site License																

Tax : 0.00

Currency Code : USD

Order Total: 74,086.95

