

BY: MRS. MEIER

Authorizing the Safety Service Director to accept and appropriate a FY2023 State and Local Cybersecurity Grant (SLCGP) in the amount of Twenty Thousand and 00/100 Dollars (\$20,000.00) from the Ohio Emergency Management Agency to be used to provide various cybersecurity services, and declaring an emergency.

WHEREAS, the Grant funds in the amount of Twenty thousand and 00/100 Dollars (\$20,000.00) for the provision of various cybersecurity services in the City of Mansfield.

WHEREAS, the Grant fund is conditioned upon local matching funds in the amount of Five Thousand and 00/100 (\$5,000.00), as currently allocated and included in the City of Mansfield 2026 Final Budget.

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

SECTION 1. That this Council does hereby accept the FY2023 State and Local Cybersecurity Grant (SLCGP) awarded by the Ohio Emergency Management Agency to the City of Mansfield in the amount of Twenty Thousand and 00/100 Dollars (\$20,000.00).

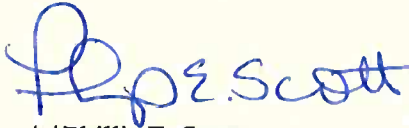
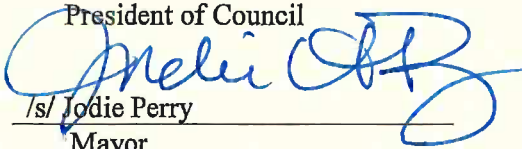
SECTION 2. That this Council has previously scheduled the local matching funds in the amount of Five Thousand and 00/100 (\$5,000.00) which amount is currently allocated as required in the City of Mansfield 2026 Final Budget.

SECTION 3. That the sum of Twenty Thousand and 00/100 Dollars (\$20,000.00) of the Grant funds accepted in Section 1 hereof be, and the same is hereby, appropriated from the unappropriated Grant Fund (#224) to the Information Technology Grant (224.54.30) classification: Contractual Services.

SECTION 4. That by reason of the immediate necessity for accepting said Grant Funds and authorizing their approved use during FY2026, 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 member elected to Council, it shall take effect and be in force immediately upon its adoption, otherwise from and after the earliest time allowed by law, after its passage and approval by the Mayor.

Caucus	<u>20 January 2026</u>
1 st Reading	<u>20 January 2026</u>
2 nd Reading	<u>20 January 2026</u>
PASSED	<u>20 January 2026</u>

ATTEST	 <u>/s/ Delaine Weiner</u> Clerk of Council
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SIGNED	 <u>/s/ Phillip E. Scott</u> President of Council
APPROVED	 <u>/s/ Jodie Perry</u> Mayor

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

Attachment to
26-005



DEPARTMENT OF FINANCE
STATEMENT OF FISCAL IMPACT

RE: FY2023 State and Local Cybersecurity Grant (SLCGP)

Nature of Statement and Information Disclosed

This is a statement of fiscal impact for the City of Mansfield to accept funding from the:
Ohio Emergency Management Agency

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: \$20,000.00
Funding Period: 12/15/25-11/30/27

Impact on Expenditures

PROJECT COSTS:

Contractual Services \$20,000.00

Total Project Costs: \$ 25,000.00

The total project cost is estimated at \$ 25,000.00. Note: * \$5,000.00 Local cash match required

Match Required: \$ 5,000.00

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

N/A

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.

BILL #26-006

ORDINANCE #

BY: MR. FALQUETTE

Authorizing the Safety Service Director to accept and appropriate a TechCred Grant in the amount of Thirteen Thousand Three Hundred Eighty and 00/100 Dollars (\$13,380.00) from the Ohio Department of Development to be used to reimburse the city for training, and declaring an emergency.

WHEREAS, the Grant funds in the amount of Thirteen Thousand Three Hundred Eighty and 00/100 Dollars (\$13,380.00) for the reimbursement for training implemented by the City of Mansfield.

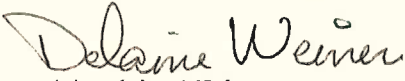
**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE
CITY OF MANSFIELD, STATE OF OHIO:**

SECTION 1. That this Council does hereby accept the TechCred Grant from the Ohio Department of Development to the City of Mansfield in the amount of Thirteen Thousand Three Hundred Eighty and 00/100 Dollars (\$13,380.00).

SECTION 2. That the sum of Thirteen Thousand Three Hundred Eighty and 00/100 Dollars of the Grant funds accepted in Section 1 hereof be, and the same is hereby, appropriated from the unappropriated Grant Fund (#224) to the Finance Department Grant (224.07.30) classification: Contractual Services.

SECTION 4. That by reason of the immediate necessity for accepting said Grant Funds and authorizing their approved use during FY2026, 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 member 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.

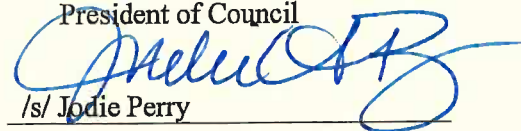
Caucus	20 January 2026
1 st Reading	20 January 2026
2 nd Reading	
PASSED	20 January 2026

ATTEST	 /s/ Delaine Weiner Clerk of Council
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SIGNED


/s/ Phillip E. Scott
President of Council

APPROVED


/s/ Jodie Perry
Mayor

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



DEPARTMENT OF FINANCE
STATEMENT OF FISCAL IMPACT

Attachment to
26-004

RE: TechCred Grant

Nature of Statement and Information Disclosed

This is a statement of fiscal impact for the City of Mansfield to accept funding from the:
Ohio Department of Development

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: \$13,380.00
Funding Period: 8/1/25-11/30/26

Impact on Expenditures

PROJECT COSTS:

Contractual Services \$13,380.00

Total Project Costs: \$ 13,380.00

The total project cost is estimated at \$ 13,380.00. Note: * No local cash match.

Match Required: \$ 0.00

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

N/A

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.

26-007

BILL #26-007

ORDINANCE #

BY: MRS. MEIER

To accept and appropriate a donation from Worner Roofing, in the amount of Two Thousand Five Hundred and 00/100 Dollars (\$2,500.00) for the Mansfield Police Department Neighborhood Impact Section.

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

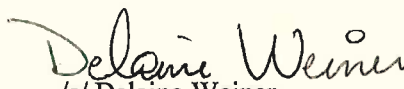
SECTION 1. That the Finance Director be, and is hereby, authorized to accept a donation in the amount of Two Thousand Five Hundred and 00/100 Dollars (\$2,500.00) from Worner Roofing to be used by the Mansfield Police Department Neighborhood Impact Section, and the Mansfield Police Department expresses their sincere appreciation to Worner Roofing.

SECTION 2. That the sum of Two Thousand Five Hundred and 00/100 Dollars (\$2,500.00) be, and the same is hereby, appropriated from the unappropriated Safety Service Fund (#214) to the Police Department Operations (214.15.01) Supplies and Materials Classification.

SECTION 3. That this measure shall take effect and be in force after the earliest time allowed by law, after its passage and approval by the Mayor.

Caucus	20 January 2026
1 st Reading	20 January 2026
2 nd Reading	
PASSED	20 January 2026

ATTEST


/s/ Delaine Weiner
Clerk of Council

SIGNED /s/ Phillip E. Scott

President of Council

APPROVED /s/ Jodie Perry

Mayor

APPROVED AS TO FORM:

Roeliff E. Harper
Law Director
City of Mansfield, Ohio

BILL #26-008

ORDINANCE # 26-008

BY: MRS. MEIER

Authorizing the Safety Service Director to accept and appropriate a FM Fire Service Grant in the amount of Five Thousand and 00/100 Dollars (\$5,000.00) from the Factory Mutual Insurance Company, and declaring an emergency.

WHEREAS, the Grant funds in the amount of Five Thousand and 00/100 Dollars (\$5,000.00) to be used for pre-incident planning by the City of Mansfield.

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

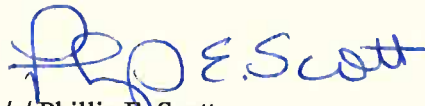
SECTION 1. That this Council does hereby accept the Fire Service Grant from the Factory Mutual Insurance Company to the City of Mansfield in the amount of Five Thousand and 00/100 Dollars (\$5,000.00).

SECTION 2. That the sum of Five Thousand and 00/100 Dollars of the Grant funds accepted in Section 1 hereof be, and the same is hereby, appropriated from the unappropriated Grant Fund (#224) to the Fire Grant (224.16.30) classification: Capital Outlay.

SECTION 3. That by reason of the immediate necessity for accepting said Grant Funds and authorizing their approved use during FY2026, 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 member elected to Council, it shall take effect and be in force immediately upon its adoption, otherwise from and after the earliest time allowed by law, after its passage and approval by the Mayor.

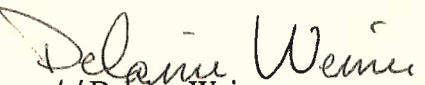
Caucus	<u>20 January 2026</u>
1 st Reading	<u>20 January 2026</u>
2 nd Reading	<u>20 January 2026</u>
PASSED	<u>20 January 2026</u>

SIGNED


/s/ Phillip E. Scott

President of Council

ATTEST


/s/ Delaine Weiner
Clerk of Council

APPROVED


/s/ Jodie Perry
Mayor

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

Attachment to
26-008



DEPARTMENT OF FINANCE
STATEMENT OF FISCAL IMPACT

RE: FM Fire Service Grant

Nature of Statement and Information Disclosed

This is a statement of fiscal impact for the City of Mansfield to accept funding from the:
Factory Mutual Insurance Company

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: \$5,000.00
Funding Period: 1/8/2026-12/31/26

Impact on Expenditures

PROJECT COSTS:

Training \$5,000.00

Total Project Costs: \$ 5,000.00

The total project cost is estimated at \$ \$5,000.00. Note: * No local cash match.

Match Required: \$ 0.00

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

N/A

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.

BILL #26-009

ORDINANCE #

BY: ALL MEMBERS OF COUNCIL

To authorize the Safety Service Director to accept and appropriate a donation from the Gorman Family Foundation in the amount of Fifty Thousand and 00/100 Dollars (\$50,000.00) to be utilized by the Police and Fire Departments.

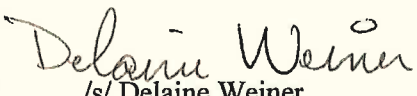
**BE IT ORDAINED BY THE COUNCIL OF THE
CITY OF MANSFIELD, STATE OF OHIO:**

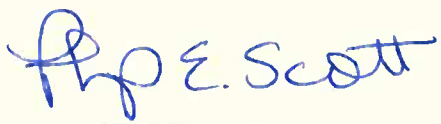
SECTION 1. That the Safety Service Director be, and is hereby, authorized to accept a donation in the amount of Fifty Thousand and 00/100 Dollars (\$50,000.00) from the Gorman Family Foundation to be used by the Mansfield Police Department and the Mansfield Fire Department. The City expresses its sincere gratitude and appreciation to the Gorman Family Foundation.

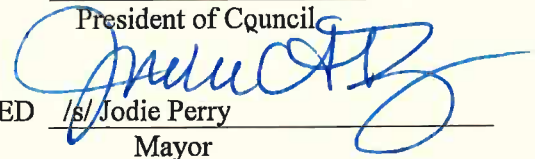
SECTION 2. That the sum of Fifty Thousand and 00/100 Dollars (\$50,000.00) be, and the same is hereby, appropriated from the unappropriated Safety Service Fund (#214) to the Police Department Operations (214.15.01) Supplies and Materials Classification, and Fire Department, Operations (214.16.01) Supplies and Materials Classification in amounts at the discretion of the Safety Service Director.

SECTION 3. That this measure shall take effect and be in force after the earliest time allowed by law, after its passage and approval by the Mayor.

Caucus	20 January 2026
1 st Reading	20 January 2026
2 nd Reading	
PASSED	20 January 2026

ATTEST 
/s/ Delaine Weiner
Clerk of Council


SIGNED /s/ Phillip E. Scott
President of Council


APPROVED /s/ Jodie Perry
Mayor

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

BILL #26-010*

ORDINANCE # 26-010

BY: MR. DIAZ

Authorizing the Public Works Director to enter into a contract or contracts for resurfacing certain streets.

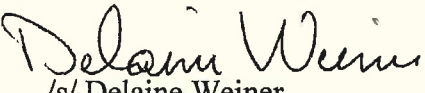
**BE IT ORDAINED BY THE COUNCIL OF THE
CITY OF MANSFIELD, STATE OF OHIO:**

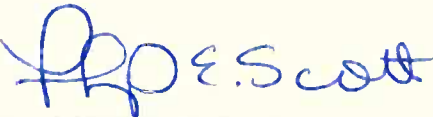
SECTION 1. That the Public Works Director be, and he is hereby, authorized in the manner provided by law, to enter into a contract or contracts with the lowest and best bidder or bidders for the improvement of streets and park roads by resurfacing the present paved area with asphalt concrete, all in accordance with plans, estimates, and specifications now on file with the City Engineer.

SECTION 2. That the cost for sewer-related improvements shall be paid from Sewer Fund Non-Departmental (503.99.99) Contractual Services Classification, and the cost for water-related improvements shall be paid by the Water Fund Non-Departmental (502.99.99) Contractual Services Classification. The remaining cost of the improvements, including laboratory testing and inspection services authorized in Section 1 hereof, shall be paid from the Street Resurfacing Fund, Street Department Operations (404.53.01), Contractual Services Classification.

SECTION 3. That this measure shall take effect and be in force after the earliest time allowed by law, after its passage and approval by the Mayor.

Caucus	<u>20 January 2026</u>
1 st Reading	<u>20 January 2026</u>
2 nd Reading	<u>20 January 2026</u>
PASSED	<u>20 January 2026</u>

ATTEST 
/s/ Delaine Weiner
Clerk of Council


SIGNED /s/ Phillip E. Scott
President of Council


APPROVED /s/ Jodie Perry
Mayor

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

* Publication required.

26-011

BILL #26-011*

ORDINANCE # _____

BY: MR. MIRANDA

Authorizing the Public Works Director to enter into a contract or contracts for replacing certain water mains.

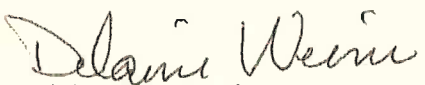
**BE IT ORDAINED BY THE COUNCIL OF THE
CITY OF MANSFIELD, STATE OF OHIO:**

SECTION 1. That the Public Works Director be, and he is hereby, authorized in the manner provided by law, to enter into a contract or contracts with the lowest and best bidder or bidders for the improvement of the water distribution system by replacing certain water mains, all in accordance with plans, estimates, and specifications now on file with the City Engineer.

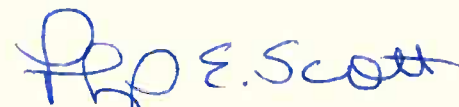
SECTION 2. That the entire cost of improvements authorized in Section 1 shall be paid from the Water Fund (#502) and the Water Main Replacement Fund (#410).

SECTION 3. That this measure shall take effect and be in force after the earliest time allowed by law, after its passage and approval by the Mayor.

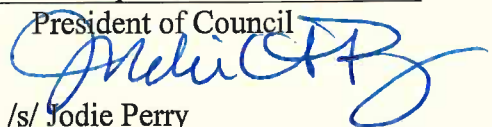
Caucus	20 January 2026
1 st Reading	20 January 2026
2 nd Reading	
PASSED	20 January 2026

ATTEST 

/s/ Delaine Weiner
Clerk of Council


SIGNED _____
/s/ Phillip E. Scott

President of Council


APPROVED _____
/s/ Jodie Perry
Mayor

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

* Publication required.

BILL #26-012

ORDINANCE # 26-012

BY: MR. MIRANDA

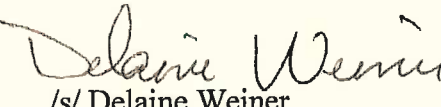
Authorizing the Public Works Director to execute a Termination of Storm Sewer Easement Agreement.

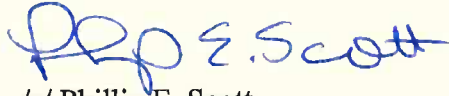
**BE IT ORDAINED BY THE COUNCIL OF THE
CITY OF MANSFIELD, STATE OF OHIO:**

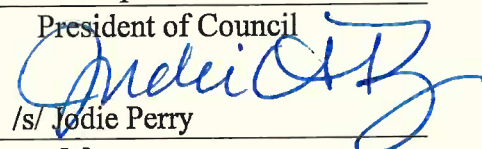
SECTION 1. That the storm sewer easement located along the northern property line of Lot No. 23119 and adjacent to Lot No. 23120 in Valley View Allotment, Block D, as shown on the plat recorded in Plat Volume 29, Page 35, be, and the same is hereby, vacated; and that the Public Works Director be, and is hereby, authorized on behalf of the City of Mansfield to execute a Termination of Storm Sewer Easement Agreement, attached hereto as Exhibit "A".

SECTION 2. That this measure shall take effect and be in force after the earliest time allowed by law, after its passage and approval by the Mayor.

Caucus	20 January 2026
1 st Reading	20 January 2026
2 nd Reading	
PASSED	20 January 2026

ATTEST 
/s/ Delaine Weiner
Clerk of Council

SIGNED 
/s/ Phillip E. Scott

APPROVED 
/s/ Jodie Perry
Mayor

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

Termination of Storm Sewer Easement

THIS AGREEMENT is made by and between **Thomas P. Heney and Patricia A. Heney**, Husband and Wife, (hereinafter the "First Party"), and the **City of Mansfield, Ohio**, (hereinafter the "Second Party").

WHEREAS, the First Party is the owner of the following described real property (the "Property"):

Situated in the City of Mansfield, County of Richland and State of Ohio:
And being known as Lot Number Twenty-three Thousand One Hundred Nineteen (#23119) and Lot Number Twenty-three Thousand One Hundred Twenty (#23120) of the consecutively numbered Lots in said City and in Valley View Allotment, Block D, as shown at Plat Volume 29, Page 35.

Permanent Parcel No(s): 056-92-165-17-015 and 056-92-165-17-016

Property Street Address: V/L Hess Circle, Mansfield, Ohio 44907

Prior Deed Reference: Official Records Volume 3035, Page 244;

WHEREAS, the Property is encumbered by a Ten (10) foot-wide Storm Sewer Easement along the northern property line of Lot #23119 and adjacent to Lot #23120 as created by plat dedication on the Plat of Valley View Allotment, Block D, recorded on November 26, 2002, in Plat Volume 29, Page 35, in the Richland County Recorder's Office (the "Storm Sewer Easement"), and and rights arising therefrom, as shown on the attached EXHIBIT A.

WHEREAS, the First Party desires to terminate the Storm Sewer easement.

WHEREAS, there are no other property owners affected by the termination of the Storm Sewer Easement;

WHEREAS, the Second Party has verified that the easement is not required for existing or reasonable foreseeable public drainage purposes, and that adequate alternative drainage is available;

WHEREAS, a storm water management facility (the "SWM Facility") was constructed to control storm water runoff generated from Valley View Allotment, Block D, of which the Property is a part;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the First Party and Second Party Agree as follows:

The First Party agrees that any dwelling, structure, grading, or other improvements constructed on the Property shall be designed, constructed, and maintained so that no adverse stormwater drainage conditions are created on the Property or on adjacent downstream properties. The First Party shall be solely responsible for managing stormwater runoff generated by such improvements and shall not rely upon the vacated Storm Sewer Easement.

All stormwater runoff generated from structures on the Property shall be conveyed by subsurface piping and connected to the underground storm system along Hess Circle, so that such runoff is controlled within the SWM Facility.

The driveway shall be graded and directed so that stormwater runoff is conveyed overland to Hess Circle, so that such runoff is controlled within the SWM Facility.

Any sump pumps installed on the Property shall be conveyed by subsurface piping and connected to the underground storm system along Hess Circle.

The obligations set forth herein shall run with the land and shall be binding upon the First Party and all subsequent owners of the Property.

The First Party agrees to indemnify and hold harmless the City of Mansfield, Ohio, its officers, employees, and agents from any claims, damages, or liabilities arising from stormwater drainage conditions resulting from development or improvements on the Property.

The Storm Sewer Easement, together with all rights, privileges, interests, and appurtenant rights arising therefrom, is hereby vacated, released, extinguished, and terminated in its entirety and the First Party and the Second Party release and discharge each other from their respective obligations, covenants and conditions related to the Storm Sewer Easement.

IN WITNESS WHEREOF, we have executed the foregoing instrument on the _____
day of _____, 2026.

THOMAS P. HENEY

PATRICIA A. HENEY

STATE OF OHIO)
)**S.S.**
COUNTY OF RICHLAND)

BEFORE ME, a Notary Public in and for said County and State, personally appeared
the above named First Party, **Thomas P. Heney and Patricia A. Heney**, and acknowledged
that they did sign this instrument and the same is their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this
_____ day of _____, 2026.

NOTARY PUBLIC

IN WITNESS WHEREOF, the City of Mansfield, Ohio acting by and through its duly authorized Chief City Engineer, has executed the foregoing instrument on the _____ day of _____, 2026.

CITY OF MANSFIELD, OHIO
BY: LOUIS ANDRES,
PUBLIC WORKS DIRECTOR

STATE OF OHIO)
)S.S.
COUNTY OF RICHLAND)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named Second Party, **Louis Andres, Public Works Director on behalf of the City of Mansfield, Ohio**, and acknowledged that he did sign this instrument and the same is his free act and deed, and the free act and deed of the City.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2026.

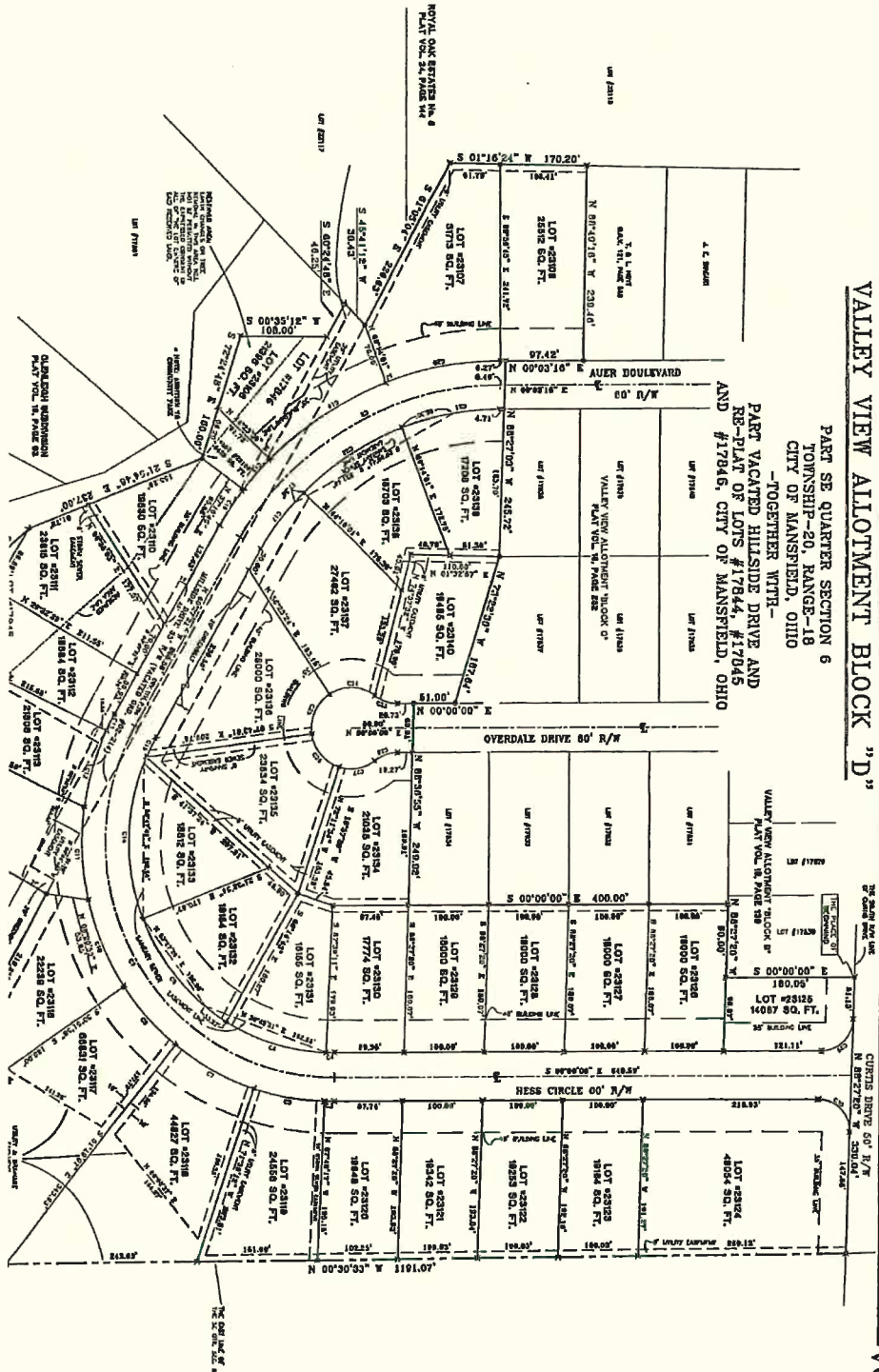
NOTARY PUBLIC

This Instrument Prepared By:
Robert A. Franco
Attorney at Law
1007 Lexington Avenue
Mansfield, Ohio 44907
419-524-5938

VALEY VIEW ALLOTMENT BLOCK "D"

PART SE QUARTER SECTION 6
TOWNSHIP-20, RANGE-18
CITY OF MANSFIELD, OHIO

-TOGETHER WITH-
PART VACATED HILLSIDE DRIVE AND
RE-PLAY OF LOTS #17844, #17845
AND #17846, CITY OF MANSFIELD, OHIO



VOL 29 PAGE 35



EXHIBIT A

BY: MS. MOUNT

Declaring the remains of a designated deteriorated single-story, vinyl-sided, commercial structure with no outbuildings (205 Lexington Ave) to be insecure, unsafe, structurally defective, and dangerous to life and other property; directing the demolition thereof by City forces or contract labor, materials, and equipment, and declaring an emergency.

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

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

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

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

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

SECTION 1. That it is hereby determined and declared that a deteriorated single-story, vinyl-sided commercial structure with no outbuildings, the structure is dilapidated, abandoned, and has no utilities. An inspection on April 29, 2025, resulted in condemnation and demolition orders, and the house has been boarded up to prevent illegal squatter use. The owner signed a demolition waiver on July 10, 2025. The premises described in Section 2 hereinafter are insecure, unsafe, structurally defective, and dangerous to life and other property by reason of its hazardous and unsound condition, unsound and unsafe walls, floors, foundation, and ceilings, and by reason of want of repair, age, the dilapidation of the structure, and its severely deteriorated condition; and it is hereby further determined and declared that by reason thereof said building or structure is beyond repair.

SECTION 2. The premises referred to in Section 1 hereof are described as follows:
Situated in the City of Mansfield, County of Richland, and the State of Ohio:

And being the West part of Lot Number Two Thousand Two Hundred Eighty-nine (#2289) of the consecutively numbered inlots in said City, and more particularly described as follows:

Beginning at the intersection of the East line of Lexington Avenue with the South line of Greenwood Avenue, also being the Northwest corner of Inlot 2289;

Thence due East along the North line of Inlot 2289, also being the South line of Greenwood Avenue, a distance of 92.00 feet;

Thence South 03 degrees 41 minutes East and with an interior angle of 93 degrees 41 minutes, a distance of 122.10 feet to the South line of Inlot 2289;

Thence South 87 degrees 49 minutes West and with an interior angle of 88 degrees 30 minutes along said

South line, a distance of 190.00 feet to the Southwest corner of Inlot 2289, also being a point on the Easterly line of Lexington Avenue, a distance of 100.98 feet;

Thence North 37 degrees 56 minutes East and with an interior angle of 175 degrees 15 minutes along the Northwestern line of Inlot 2289, also being the Southeasterly line of Lexington Avenue, a distance of 56.50 feet to the place of beginning and containing 0.41 acres, more or less.

Parcel Number: 027-07-048-07-000 Lot Number 2289
Owner: Jinli Chen and Yizhu Zhou
Address: 205 Lexington Ave, Mansfield, OH 44907

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

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

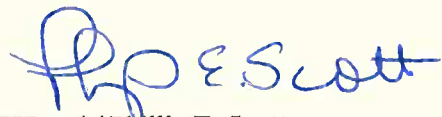
SECTION 5. The Bureau shall notify the owner or occupant to remove all chattels and personal property from the building(s) and/or lot not less than five (5) days prior to the commencement of demolition. The failure of the owner or occupant to remove such personal property and chattels shall be deemed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

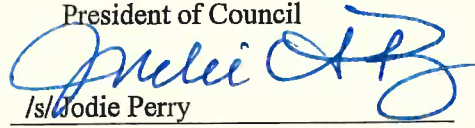
SECTION 6. That the debris and all materials resulting from the demolition of the structure(s) or building(s) shall become the property of the contractor.

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

Caucus	20 January 2026
1 st Reading	20 January 2026
2 nd Reading	
PASSED	20 January 2026

ATTEST 
/s/ Delaine Weiner
Clerk of Council


SIGNED /s/ Phillip E. Scott
President of Council


APPROVED /s/ Rodie Perry
Mayor

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

BY: MS. MOUNT

Declaring the remains of a designated deteriorated single-story, vinyl-sided, residential structure with miscellaneous structures (566 Reed St) to be insecure, unsafe, structurally defective, and dangerous to life and other property; directing the demolition thereof by City forces or contract labor, materials, and equipment, and declaring an emergency.

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

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

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

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

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

SECTION 1. That it is hereby determined and declared that a deteriorated single-story, vinyl-sided residential structure with miscellaneous structures, the structures are dilapidated, abandoned, and have no utilities. An inspection on April 9, 2025, resulted in condemnation and demolition orders, and the house has been boarded up to prevent illegal squatter use. The owner signed a demolition waiver on June 13, 2025. The premises described in Section 2 hereinafter are insecure, unsafe, structurally defective, and dangerous to life and other property by reason of its hazardous and unsound condition, unsound and unsafe walls, floors, foundation, and ceilings, and by reason of want of repair, age, the dilapidation of the structure, and its severely deteriorated condition; and it is hereby further determined and declared that by reason thereof said building or structure is beyond repair.

SECTION 2. The premises referred to in Section 1 hereof are described as follows:
Situating in the City of Mansfield, County of Richland, and the State of Ohio:

Being Lot Number Fourteen Twelve Thousand Six Hundred Thirty (# 12630) of the consecutively numbered lots in said City of Mansfield, Ohio as shown at Volume 17, Page 3 of Plats.

Parcel Number: 027-04-246-13-000

Parcel Number: 027-04-246-13-000 Lot Number 12630
Owner: Harold Gibson Jr
Address: 566 Reed St, Mansfield OH 44903

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

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

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

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

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

Caucus	20 January 2026
1 st Reading	20 January 2026
2 nd Reading	
PASSED	20 January 2026

ATTEST Delaine Weiner
/s/ Delaine Weiner
Clerk of Council

Phillip E. Scott
SIGNED /s/ Phillip E. Scott
President of Council

Jodie Perry
APPROVED /s/ Jodie Perry
Mayor

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

BY: MR. FALQUETTE

Authorizing payment to the ES Consulting in the amount of Seven Thousand Two Hundred Seventy-Nine and 84/100 Dollars (\$7,279.84) by affirming a Then and Now Certificate of the Finance Director, and declaring an emergency.

WHEREAS, the Permitting and Development Division of the Public Works Office contracted services on December 19, 2025 with ES Consulting Services to perform data migration services from on-premises services to cloud services prior to submission of a purchase order therefor to the Finance Department in the amount of Seven Thousand Two Hundred Seventy Nine and 84/100 Dollars (\$7,279.84), 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.

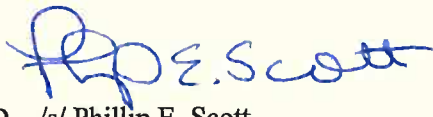
**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE
CITY OF MANSFIELD, STATE OF OHIO:**

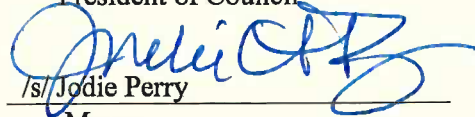
SECTION 1. That this Council does hereby affirm the Then and Now Certificate issued by the Finance Director relating to the request and receipt by ES Consulting Services in the amount of Seven Thousand Two Hundred Seventy Nine and 84/100 Dollars (\$7,279.84) prior to a purchase order therefor being submitted to the Finance Department, and authorize the Finance Director to issue her warrant to ES Consulting Services in the amount of Seven Thousand Two Hundred Seventy Nine and 84/100 Dollars (\$7,279.84) from funds heretofore appropriated in 602- Information Technology 5506.01 – Repair & Maintenance Software = Microsoft 365. Classification

SECTION 2. That reason for 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	20 January 2026
1 st Reading	20 January 2026
2 nd Reading	
PASSED	20 January 2026

ATTEST 
/s/ Delaine Weiner
Clerk of Council

SIGNED 
/s/ Phillip E. Scott
President of Council

APPROVED 
/s/ Jodie Perry
Mayor

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



ES CONSULTING
TECHNOLOGY SOLUTIONS PROVIDER

Attachment

26-015

Bill To:
City of Mansfield Attn: IT HelpDesk 30 North Diamond St Mansfield, OH 44902 United States

Date	Invoice
12/19/2025	ESI75873
Account	
CityofMansfield	

Terms	Due Date	PO Number	Reference	
Due Upon Receipt	01/18/2026	2024-00001766	Order #9223	

Product		
Billable Product		
BitTitan User Migration Bundle		
		Total Product: \$7,279.84
Make checks payable to: ES Consulting, Inc. 3849 Park Ave. W. Ontario, OH 44903 For any questions about this invoice please call 419-756-1869.	Invoice Subtotal:	\$7,279.84
	Sales Tax:	\$0.00
	Invoice Total:	\$7,279.84
	Payments:	\$0.00
	Credits:	\$0.00
	Balance Due:	\$7,279.84

Thanks for your business!!

Attachment
26-015

SHIP TO

30 N DIAMOND ST 5TH FLOOR
MANSFIELD, OH 44902
INFORMATION TECHNOLOGY

BILL TO

30 N DIAMOND ST 5TH FLOOR
MANSFIELD, OH 44902

PURCHASE ORDER
NO. 2025-00002750

DATE 12/31/2025

Vendor IS NOT AUTHORIZED to fill this order until contacted by
an authorized City of Mansfield representative

Ohio Cooperative Purchasing Program Certificate No. 3337

ORIGINATOR: Ramirez, Ashley

CONTACT

DENNIS FOX
3849 PARK AVENUE WEST
ONTARIO, OH 44903



QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1.0000	Year	Software Subscriptions, Renewals, & Maintenance - Office 365 Migration Start Up	7,279.8400	\$7,279.84
TOTAL DUE				\$7,279.84

Special Instructions

PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, SHIPPERS, BILL OF LADING AND CORRESPONDENCE

FINANCE DIRECTOR'S CERTIFICATION

It is hereby certified that the amount required to meet the contract, agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated or authorized or directed for such purpose and is in the Treasury or in process of collection to the credit of the fund free from any obligation or certification now outstanding.


Kelly Converse - Finance Director

BILL #26-016

ORDINANCE # 26 - 016

BY: MRS. DAVIS-WEESE

Authorizing the Public Works Director to enter into a contract or contracts for the restoration of the Liberty Park Bath House.

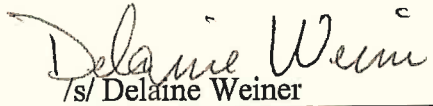
**BE IT ORDAINED BY THE COUNCIL OF THE
CITY OF MANSFIELD, STATE OF OHIO:**

SECTION 1. That the Public Works Director be, and is hereby, authorized to enter into a contract or contracts for the restoration of the Liberty Park Bath House all in accordance with detailed specifications, estimates, are now on file in the office of the City Engineer, which plans, estimates, and specifications are hereby approved.

SECTION 2. That payment for the improvements authorized by Section 1 herein shall be paid from Park Grants Fund (224.18.30), Capital Outlay Classification and Park Fund (236.18.01), Capital Outlay Classification.

SECTION 3. That this Ordinance shall take effect and be in full force from and after the earliest time allowed by law after its passage and approval by the Mayor.

Caucus	<u>20 January 2026</u>
1 st Reading	<u>20 January 2026</u>
2 nd Reading	<u>20 January 2026</u>
PASSED	<u>20 January 2026</u>

ATTEST 
/s/ Delaine Weiner
Clerk of Council


SIGNED /s/ Phillip E. Scott
President of Council

APPROVED /s/ Lodie Perry
Mayor

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

BY: MR. MIRANDA

Authorizing the Public Works Director to purchase, according to Sourcewell Contract 011723-JDC, one (1) John Deere 624 P-Tier Wheel Loader from Murphy Tractor and Equipment Co. (1550 Industrial Park S., Brunswick, Ohio 44212), in the amount of Two Hundred Seventy Seven Thousand Five Hundred Twenty Nine and 00/100 Dollars (\$277,529.00) for use by Wastewater Treatment Plant, 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 purchase one (1) John Deere 624 P-Tier Wheel Loader from Murphy Tractor and Equipment Co. (1550 Industrial Park S., Brunswick, Ohio 44212), in the amount of Two Hundred Seventy Seven Thousand Five Hundred Twenty Nine and 00/100 Dollars (\$277,529.00).

SECTION 2. That the vehicle under Section 1 hereof shall be purchased with funds from the Waste Water Treatment Plant (503.43.43) Capital Outlay Classification.

SECTION 3. That by reason of the immediate necessity for purchasing this equipment as quickly as possible to perform necessary 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	20 January 2026
1 st Reading	20 January 2026
2 nd Reading	
PASSED	20 January 2026

ATTEST 
/s/ Delaine Weiner
Clerk of Council

SIGNED /s/ Phillip E. Scott
President of Council

President of Council

 APPROVED /s/ Jodie Perry
 Mayor

APPROVED AS TO FORM:

Roeliff E. Harper
Law Director
City of Mansfield, Ohio

ORDINANCE # 26-018

Authorizing the Public Works Director to enter into a Letter of Intent to negotiate and execute a Conservation Easement Donation Agreement for the donation of a Conservation Easement to in order to assure that the Protected Parcel will be retained and forever preserved in its natural, forested condition, as a habitat for plants and wildlife and as a buffer zone for the streams, if any, contained within it, said Protected Parcel consists of the real property known as Richland County Permanent Parcel ID No.'s 037-28-500-03-000 and 037-28-500-04-000 located on Bowers Road, Springfield, Township, Richland County, Ohio.

SECTION 1. That the Public Works Director be, and he is hereby, authorized to negotiate and execute on behalf of the City of Mansfield a Letter of Intent, Conservation Easement Donation Agreement, and Conservation Easement, for purposes of preservation of the scenic, natural, aesthetic and educational resource present upon said Protected Parcel.

Caucus	20 January 2026
1 st Reading	20 January 2026
2 nd Reading	
PASSED	20 January 2026

ATTEST 
/s/ Delaine Weiner
Clerk of Council

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

Attachment
26-018



September 22, 2025

City of Mansfield, Ohio,
30 N. Diamond Street
Mansfield, Ohio 44902

Mailing Address
P.O. Box 347113
Parma, OH
44134
T: 216-749-3720
F: 216-749-3730

Office Location
7381 Camelot Drive
Parma, OH
44134

www.westcreek.org

Re: Donor: The City of Mansfield, Ohio, an Ohio municipal corporation
Donee: West Creek Conservancy

Conservation Easement: Approximately 114.64 acres
Mansfield, Ohio
PPN: 037-28-500-04-000 & 037-28-500-03-000

Subject: Letter of Intent (Proposed Donation of conservation Easement)

Gentlemen:

When executed by both Donor and Donee, this letter will constitute a Letter of Intent which is intended to set forth in summary form the basic terms and conditions for the possible donation of your Conservation Easement to Donee.

Upon Donor's acceptance of this Letter of Intent, the parties shall negotiate in good faith the terms and conditions of a mutually-agreed Conservation Easement Donation Agreement reflecting the following provisions of this Letter of Intent:

1. Conservation Easement: Donee intends to accept the donation from Donor of the Conservation Easement.

To be acquired in its "As Is" condition without any representations or warranties by Donor.
2. Contingencies:
 - A. Donee's procurement of funding.
 - B. Donee's approval of title commitment and appraisal.
 - C. Inspections of Property satisfactory to Donee (physical, environmental, etc.).
3. Due Diligence Contingency: Until April 1, 2026
4. Closing: Within 30 days after all Contingencies are waived or accepted by Donee.
5. Prorations: N/A.

Page 2 of 2
September 22, 2025

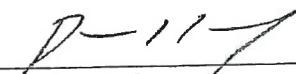
6. Closing Costs: Donor and Donee equally share all costs of closing (to wit: title examination, title commitment, title policy, escrow and recording fees, etc.).
8. Broker: Parties warrant no broker involvement.

Donor and Donee acknowledge that this Letter of Intent is not intended to create or constitute a binding contract for the donation of the Conservation Easement and that no agreement or contract will exist for the donation and acceptance of Conservation Easement unless and until the parties have both negotiated, agreed to, executed and delivered a formal Conservation Easement Donation Agreement covering the terms of this Letter of Intent and all other essential terms of this transaction.

If this Letter of Intent is acceptable to you, please indicate your agreement by signing the attached copy of this Letter of Intent and returning it to us as soon as possible.

Sincerely yours,

West Creek Conservancy

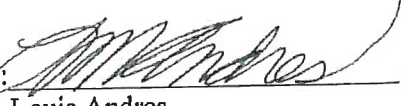
By: 

Derek Schafer

Its: Executive Director

Agreed to and accepted by:

The City of Mansfield, Ohio, an Ohio
municipal corporation

By: 

Louis Andres

Its: Public Works Director

Date: 9/22/2025, 2025

Conservation Easement Donation Agreement

This Conservation Easement Donation Agreement (“**Agreement**”) is made by and between:

City of Mansfield, Ohio, an Ohio and
Municipal corporation
30 N. Diamond Street,
Mansfield, Ohio 44902
 (“**Donor**”)

West Creek Conservancy
P.O. Box 347113
Parma, Ohio 44134

(“**Donee**”)

Donor and Donee are sometimes referred to individually as “**Party**” or together as “**Parties**”.

RECITALS:

A. Donor is the owner in fee simple of certain real property situated in the Township of Springfield, County of Richland State of Ohio, being Permanent Parcel Nos. 037-28-500-04-000 and 037-28-500-03-000 depicted on Exhibit A and legally described on Exhibit B, which has substantial conservation values as a scenic, natural, aesthetic and educational resource in its present state, constituting a natural habitat for plants and wildlife worthy of being preserved and protected (“**Protected Parcel**”).

B. Donor wishes to donate, and Donee wishes to accept, the donation of a “**Conservation Easement**” covering the Protected Parcel, pursuant to the terms and conditions set forth in the draft Grant of Conservation Easement attached hereto as Exhibit C which shall encumber the Protected Parcel.

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions hereinafter set forth, Donor and Donee agree as follows:

1. Donation of Conservation Easement.

- A. **Protected Parcel.** On the terms and conditions herein set forth, Donor shall donate to Donee and Donee shall accept from Donor, the Conservation Easement on the Protected Parcel.
- B. **As Is.** Donee acknowledges that the Conservation Easement is being donated upon the Protected Parcel in its present “As Is” condition, and that no warranties, representations or statements concerning the condition or value of the Protected Parcel have been relied upon by Donee.

2. Escrow Agent.

“**Escrow Agent**” shall be the Title Company (designated on the signature page of this Agreement). This Agreement shall serve as escrow instructions and shall be subject to the usual conditions of acceptance of Escrow Agent insofar as the same are not inconsistent with any of the terms hereof.

3. **Donee's Due Diligence.**

- A. **Title Commitment.** Donee shall have the right to order and obtain, at Donee's expense, a current title commitment ("**Title Commitment**") and special tax search issued by the Title Company setting forth the state of the title of the Protected Parcel and all exceptions, including easements, restrictions, rights-of-way, covenants, reservations, and other conditions, if any, affecting the Protected Parcel which would appear in an Owner's Policy of Title Insurance ("**Title Policy**"), if issued by the Title Company for the Conservation Easement.
- B. **Inspections.** Donee or Donee's agents shall have the right and permission, at Donee's expense, to enter upon the Protected Parcel, or any part thereof, after the Effective Date, at all reasonable times and from time to time prior to termination of this Agreement for the purpose of making all inspections, tests, surveys and studies (collectively, "**Inspections**") required to determine the suitability of the Protected Parcel for Donee's purposes as Donee shall solely determine (which shall include without limitation, physical inspections, environmental assessments, soil tests, etc.). Donor shall cooperate with Donee and/or Donee's agents in providing information and access to the Protected Parcel necessary to complete the Inspections.
- C. **Indemnity.** Donee shall indemnify and hold Donor harmless of, from and against any and all liabilities, suits, claims, losses, costs and expenses, including, without limitation, court costs and reasonable attorneys' fees, costs and damages sustained by or asserted against Donor or Donor's Property, including, but not limited to, physical damage, physical injury to Donee's employees, agents or contractors and any mechanics, and materialmen liens, caused as a result or arising out of or in connection with any Inspections conducted by Donee or Donee's agents after the Effective Date.

4. **Title Commitment and Inspection.**

- A. Donee shall endeavor to give Donor notice of Donee's satisfaction with Title Commitment and Inspections promptly upon such determination.
- B. Donee shall notify Donor if Donee is not satisfied with any aspect of the Title Commitment and Inspections and this Agreement shall be deemed terminated thereupon. Upon termination of this Agreement pursuant to this Paragraph, this Agreement shall be null and void.

5. **Donation Arrangements.**

- A. **Closing Obligations.** Donor's donation of the Conservation Easement shall be effected at the office of the Escrow Agent, not later than 30 days after the execution of a contract with the Ohio Public Works Commission for Clean Ohio Funding ("**Donation Date**") or on such other Donation Date as may be mutually agreed by the Parties.

- i. On or before the Donation Date, Donor shall execute, acknowledge and deliver such affidavits, resolutions and other documents which the Title Company shall reasonably require in order to issue the Title Policy and to omit from the Title Policy all exceptions for judgments, mechanics liens and similar matters.
 - ii. On or before the Donation Date, Donor shall deliver to Escrow Agent the Conservation Easement, duly executed and in proper form for recording as approved by Donee's counsel conveying to Donee fee simple, marketable and insurable title to the Conservation Easement on the Protected Parcel, free and clear of all liens and encumbrances not acceptable to Donee.
 - iii. At Closing, Title Company will issue to Donee at Donee's expense the Title Policy in the amount as Donee shall so instruct issued in accordance with the form of Title Commitment approved by Donee without any intervening liens, encumbrances or exceptions.
- B. **Escrow Agent's Closing Obligations.** At the Closing Date, after causing the filing of the Conservation Easement, Escrow Agent shall close this transaction as follows:
- i. Charge Donor with and pay to the payee entitled thereto:
 - a. 50% of Escrow Agent's fee and the cost of the title examination, special tax search, Title Commitment and Title Policy; and
 - b. any amounts necessary to remove liens which are removable upon the payment of a fixed sum in order to convey title as herein provided.
 - ii. Charge Donee with and pay to the payee entitled thereto:
 - a. 50% of Escrow Agent's fee and the cost of the title examination, special tax search, Title Commitment and Title Policy; and
 - b. the cost of recording the Conservation Easement.
 - iii. Immediately following the Closing Date, Escrow Agent shall deliver the funds and documents as follows:
 - a. to Donor (or Donor's attorney, if Donor is represented by legal counsel), the funds and documents due Donor together with duplicate copies of the escrow statement, and
 - b. to Donee (or Donee's attorney, if Donee is represented by legal counsel), the funds and documents due Donee together with duplicate copies of the escrow statement.
6. **Default.** In the event of a material default hereunder by Donor, Donee may elect to terminate this Agreement, in which event Donee shall be entitled to the reimbursement of its reasonable expenses incurred in connection with the Contingencies and may, in addition, sue for specific

performance. If Donee shall default in the performance of its obligations under this Agreement, Donor shall be entitled to sue for specific performance.

7. General Provisions

A. Notices.

All notices, elections, consents, demands and communications shall be in writing and shall be (i) personally delivered; (ii) sent by overnight mail (FedEx or another commercially recognized overnight carrier that provides receipts for all deliveries); or (iii) sent and delivered by facsimile or e-mail, followed by a hard copy sent by overnight carrier (unless such secondary delivery requirement is affirmatively waived in writing in each instance by the noticed party); and each notice shall be effective upon receipt at the appropriate address. Notice of change of address shall be given by written notice in the manner detailed in this paragraph. Rejection or other refusal to accept of the inability to because of changed address of which notice in accordance with this provision was given shall be deemed to constitute receipt of the notice, demand, request or communication sent. Copies of notices shall be sent to the Attorneys for the respective Parties, if identified on the signature page. Either Party may, by written notice to the other, change the address to which notices are to be sent.

B. Entire Agreement. This Agreement, together with the attached Exhibits, contains all of the terms and conditions of the Agreement between the Parties, and any and all prior and contemporaneous oral and written Agreements are merged herein. The Exhibits attached to this Agreement are hereby incorporated by reference in their entirety with the same force and effect as if they were set forth at length in this Agreement.

C. Counterparts. This Agreement may be executed in multiple counterparts and shall be effective when such counterparts are executed by and delivered to all signatory Parties. Such counterparts shall be taken to be one and the same original document with the same effect as if all Parties hereto had signed the same document. Any executed signature page of this Agreement (together with any separate acknowledgment page) may be detached from any counterpart and attached to another counterpart containing the signature pages (and any acknowledgment pages) with the signatures (and acknowledgments) of all other signatory Parties to this Agreement.

D. Electronic Execution. For purposes of executing this Agreement and any other document to be executed in connection herewith (other than documents to be recorded), a document signed and transmitted by facsimile machine or other electronic transmission shall be treated as an original document. The signature of any party thereon shall be considered an original signature and the document transmitted shall be considered to have the binding legal effect as if it were originally signed. At the request of any party, any signed document sent by facsimile or other electronic transmission shall be re-executed in original form. No party hereto may raise the use of a facsimile or other electronic transmission, or the fact that any signature was transmitted through the use of a facsimile machine or other electronic transmission as a defense to the enforcement of this Agreement.

- E. **Condition Precedent.** This Agreement is subject to and conditioned upon the formal approval of the City of Mansfield, as indicated by the Mansfield Public Works Director and the execution of a contract with the Ohio Public Works Commission for Clean Ohio Funding.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Donor, Donee and Escrow Agent/Title Company have hereunto set their hands at the place and date set forth beneath their signatures.

Donor: City of Mansfield, Ohio,
An Ohio municipal corporation

Donee: West Creek Conservancy

By: _____
Louis Andres, Public Works Director

By: _____
Derek Schafer, Executive Director

(place)

(place)

(date)

(date)

Approved as to form and correctness:

Donee's attorney:

Roeliff E. Harper, Esq.

Soukup Law LLC

Mansfield Law Director

Christopher E. Soukup, Esq.

ces@soukup-law.com

216.533.9085

Escrow Agent/Title Company:

Ohio Real Title

1213 Prospect Avenue East, Suite 200

Cleveland, Ohio 44115

Telephone: 216.373.9900

Email: ryanmarrie@ohiorealtitle.com

By: _____

Ryan Marrie

Title: President

Date: _____

MAP OF PROTECTED PARCEL

EXHIBIT A

LEGAL DESCRIPTION OF PROTECTED PARCEL

EXHIBIT B

(Page B3 of 3)

GRANT OF CONSERVATION EASEMENT

This Grant of a Conservation Easement ("**Conservation Easement**"), is made by the ("**Grantor**") whose mailing address 30 N. Diamond Street, Mansfield, Ohio 44902 to West Creek Conservancy, an Ohio nonprofit corporation ("**Grantee**"), whose mailing address is P.O. Box 347113, Parma, Ohio 44134.

RECITALS:

A. Grantor is the owner in fee simple of certain real property situated in Springfield Township, County of Richland, State of Ohio, being Richland County Permanent Parcel Numbers: 037-28-500-04-000 and 037-28-500-03-000, depicted on Exhibit A attached hereto, and legally described on Exhibit B attached hereto ("**Protected Parcel**"), which has substantial conservation values as a scenic, natural, aesthetic and educational resource in its present state constituting a natural habitat for plants and wildlife worthy of being preserved and protected.

B. Grantee has applied for and has received a grant from the State of Ohio, acting by and through the Director of the Ohio Public Works Commission ("**OPWC**"), pursuant to Ohio Revised Code §164.20 *et seq.* ("**Grant**"). In connection with Grantee's application for the Grant, Grantee proposed to use the Grant funds for open space acquisition and/or trail development, including the acquisition of conservation easements, as set forth more specifically in its Grant application.

C. Grantor and Grantee recognize the aforesaid scenic, natural, aesthetic, and educational values of the Protected Parcel in its present state, and have, by the conveyance and acceptance of this Conservation Easement, respectively, the common purpose of conserving the aforesaid values of the Protected Parcel, and preventing the use or development of the Protected Parcel for any purpose or in any manner that would conflict with the maintenance of the Protected Parcel in its natural, scenic, open and wooded condition, as suitable habitat for wild flora and fauna of all types.

D. The terms "ecological, scientific, educational, and aesthetic value", "natural, scenic and open condition" and "natural values" as used herein shall, without limiting the generality of the

terms, mean a condition that is no less natural than the condition of the Protected Parcel at the time of this Grant, "natural" meaning that native plants and wildlife are permitted to carry out their life cycles without undue human interference.

E. Grantor intends to and does convey to Grantee the right to preserve and protect the conservation values of the Protected Parcel in perpetuity and to prevent or remedy subsequent activities or uses that are inconsistent with the terms of this Conservation Easement; and Grantee by accepting the terms of this Conservation Easement intends to honor the intentions of Grantor stated herein and to preserve and protect in perpetuity the conservation values of the Protected Parcel according to the terms of this Conservation Easement.

F. The purpose of this Conservation Easement is to assure that the Protected Parcel will be retained and forever preserved in its natural, forested condition, as a habitat for plants and wildlife and as a buffer zone for the streams, if any, contained within it.

G. Grantor and Grantee intend that this Conservation Easement shall be a "conservation easement" as defined in Section 5301.67 of the Ohio Revised Code.

H. Grantee is willing to accept the Conservation Easement, subject to the reservations and to the terms and conditions and obligations set out herein and imposed hereby.

NOW, THEREFORE, for and in consideration of the premises and the foregoing recitations, and for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the mutual promises, covenants, terms, conditions, and restrictions hereinafter set forth, Grantor does hereby grant, give, and convey unto Grantee, its successors and assigns, forever and in perpetuity, this Conservation Easement of the nature and character and to the extent hereinafter set forth, in, upon, and over the Protected Parcel, for the purposes of preserving, protecting, and maintaining the Protected Parcel as a scenic, natural, and wooded area, as habitat for plants, wildlife, and together with the right of access, and of visual access to and view of the Protected Parcel in its natural, scenic and open condition.

THE TERMS, CONDITIONS, AND RESTRICTIONS OF THE CONSERVATION EASEMENT ARE AS HEREINAFTER SET FORTH:

I. Rights and Responsibilities of Grantor

Grantor agrees as follows:

1. Except as otherwise herein provided, the Protected Parcel shall remain in its natural condition and be managed in a manner consistent with its preservation as a natural, scenic, open and wooded area. Each and every other activity or construction that might endanger the natural,

scenic, open and wooded state of the Protected Parcel is forbidden. Without limiting the generality of the foregoing, it is Grantor's intent that this Conservation Easement prohibit commercial, industrial, or residential use of the Protected Parcel.

2. There shall be no activities or uses detrimental to water purity on the Protected Parcel and no alteration or manipulation of the natural water courses, streams, gorges, marshes, wetlands, ponds or other water bodies or stormwater conditions by draining, filling, dredging, diking or otherwise except in accordance with generally accepted conservation procedures designed to enhance wetland, stormwater and water course attributes and except as may be necessary to (i) prevent or halt soil erosion, soil slippage, and damage from erosion or (ii) maintain, repair or remove existing stormwater conditions and ponds.

3. No roads, buildings or other structures of any kind, camping accommodations, or mobile homes, shall be hereafter erected or placed on the Protected Parcel except as herein described. No fences shall be hereafter erected on the Protected Parcel, except that any existing fences may be maintained, repaired, replaced or removed as needed, and except that fences may be installed, upon consent of Grantee, along the Protected Parcel boundary or around special preserved or restricted areas for ecological and conservation purposes, provided that any fence or fence maintenance does not impede stream and water flow and further provided that such installation or maintenance shall be performed with minimal disturbance to vegetation within the easement. The area needed to install or repair such fences shall be the minimum necessary to accomplish the task as agreed upon in writing by the Grantor and Grantee. Upon completion, the area shall be restored to its previous state or as near as practical.

4. There shall be no dumping of soil, trash, ashes, garbage, waste, or other unsightly or offensive material, nor any placement of underground storage tanks, on or in the Protected Parcel, and no changing of its topography through the placing of soil or other substance or material such as landfill or dredging spoils, except in accordance with accepted conservation procedures designed to enhance wetland and/or water course attributes. All trash or nonconforming material that is dumped or placed on the Protected Parcel shall be removed from the Protected Parcel by the person or entity performing the dumping within 30 days of first being found.

5. There shall be no fillings, excavations, dredging, mining, drilling, removal of soil, clay, sand, gravel, rock, minerals or other inorganic and natural organic materials or other changes in the general topography, of the surface or subsurface of the Protected Parcel in any manner except as may be required in the course of any activity permitted herein and in accordance with generally accepted conservation procedures excepting what is necessary for the maintenance of foot trails, and that caused by the forces of nature. Without limiting the foregoing, there shall be no drilling for oil or gas or similar substances, nor shall the Protected Parcel be used as part of any drilling unit for oil and gas production.

6. No power lines, transmission lines, nor communications towers may be erected. No interests in the Protected Parcel shall be granted for such purposes. It is the intent of this provision to grant to the Grantee such an interest in the Protected Parcel as is sufficient to prohibit the exercise of the power of eminent domain by public utility companies and any other body or person. The Grantor reserves the right to maintain and repair existing telephone, electric, sewer, stormwater, water, wells, or other utility lines or mains needed to provide for the needs of the Grantor, Grantor's successors or assigns. The area needed to repair such facilities shall be the minimum necessary to accomplish the task as agreed upon in writing by the Grantor and Grantee. Upon completion, the disturbed area shall be restored at the Grantor's expense to its previous state or as near as practical.

7. There shall be no use or activity that causes or is likely to cause significant soil degradation or erosion or significant pollution of any surface or subsurface. Nor shall there be actions or uses detrimental or adverse to water conservation and purity, and fish, wildlife or habitat preservation on the Protected Parcel.

8. There shall be no removal or destruction of native growth, nor the cutting of trees, shrubs, or other vegetation on the Protected Parcel except in accordance with accepted conservation procedures designed to enhance natural areas, wetland and/or water course attributes. Nor shall there be any use of fertilizers, spraying with biocides or pesticides (to combat insects which pose a health hazard), introduction of nonnative animals, grazing of domestic animals or disturbance or change in the natural habitat except in accordance with applicable laws, good husbandry practices, the Management Plan (hereafter defined) and enhancement of wildlife habitats. Notwithstanding the foregoing, vegetation on the Protected Parcel may be managed as may be necessary for:

- A. the control or prevention of imminent hazard, disease or fire and to restore natural habitat areas to promote native vegetation except for the blocking of streams; and;
- B. the removal and clearing of diseased, dying, damaged, desSpringfielded or fallen trees, shrubs, or other vegetation which can be cut and left lying in place except for blocking streams provided however that diseased trees and vegetation which are cut may be removed from the site in order to prevent the spread of the disease;
- C. the elimination and removal of grapevines, poison ivy, invasive species and other toxic and undesirable growth which can be cut and left lying in place except for blocking streams;
- D. environmental study or evaluation and/or wildlife habitat enhancement; and
- E. the maintenance of any utilities or facilities that exist as of the date of the recording of this Conservation Easement.

9. There shall be no operation of automobiles, trucks, snowmobiles, dune buggies, motorcycles, all-terrain vehicles, or any recreational motorized vehicles on the Protected Parcel except for police cars, emergency vehicles, and equipment necessary to accomplish the installation, maintenance or repair activities allowed herein.

10. There shall be no hunting or trapping on the Protected Parcel, except to the extent specifically approved of in advance by Grantee as necessary to keep the animal population within the numbers consistent with the ecological balance of the area.

11. No signs or advertising of any kind or nature shall be located on the Protected Parcel except for:

- A. Signs stating the name and address of the Protected Parcel or marking the entrances, directions and boundaries on the Protected Parcel in favor of the Grantee. Grantee shall have the right to post or clearly mark the boundaries of the Protected Parcel in compliance with Grantee's policies
- B. Grantee shall have the right to post signage recognizing funding sources and grants that were used in the acquisition, enhancement, and/or protection of the Protected Parcel or easement as well as signs, memorials, monuments and other similar signs to promote the Protected Parcel and educational or environmental activities thereon.
- C. Grantor and/or Grantee may erect signs on the Protected Parcel to warn the visitors of hazards (if any), and to notify visitors of prohibited activities.

12. Grantor expressly reserves for Grantor, Grantor's successors and assigns, the right to use the Protected Parcel for all purposes consistent with this Conservation Easement, provided the same shall not prevent or interfere with the full use and enjoyment of the Conservation Easement by Grantee or be inconsistent with the purposes of the Conservation Easement or be destructive of the Protected Parcel's conservation values. Grantee specifically reserves the right to use and operate the Parcel as a public access passive park, and to construct, maintain and replace improvements, including access drives, parking lots, observation structures, pavilions and restroom facilities, memorials and monuments, perimeter fencing and gates, paths for pedestrian, equestrian and other non-motorized vehicular use by the public, and structures used for the maintenance of the Protected Parcel, and other structures related to the maintenance, restoration, enhancement, preservation and/or permitted uses of the Protected Parcel. The construction, maintenance and use of any said structures shall not substantially harm the conservation values of the Protected Parcel.

13. Grantor acknowledges that the Protected Parcel may be used for public park and natural area conservation purposes consistent with this Conservation Easement that might allow public access to the Protected Parcel during hours of operation typical of area parks. Grantee shall have the right to conduct tours, interpretive programs, and educational activities on the Protected Parcel.

14. Grantor and/or Grantee, and their respective successors and/or assigns, shall each have the right to construct or maintain (a) a 14-foot-wide (including berms) all-purpose, Americans with Disabilities Act compliant, non-motorized recreational trail that is also suitable for small emergency vehicles and (b) unpaved foot trails on the Protected Parcel. These are to be installed with minimal impact to the environment and stream. The trails, including their design, location, and operation, will be in compliance with a Management Plan approved by the Grantee.

15. Grantor and Grantee shall have the right to construct and maintain interpretive displays and signage. These are to be installed with minimal impact to the environment and streams and will be in compliance with a Management Plan approved by the Grantee.

16. Grantor and Grantee may adopt a Management Plan for the care and maintenance of the Protected Parcel in accordance with the terms and conditions of this Conservation Easement ("**Management Plan**"). The Management Plan, and any future updates to said Management Plan, will be subject to the review and approval of Grantee. Grantor and Grantee shall have the right to construct stream and wetland enhancement and/or restoration projects that prevent soil erosion, result in improved stream water quality, and enhance wildlife habitat. Such projects must be in compliance with the Management Plan and approved in advance by Grantee. Grantor shall grant, give, and convey the right to Grantee to install scientific equipment necessary to monitor, study, test, record and produce data or other information relating to environmental conditions, wildlife habitat, and water quality.

17. The Protected Parcel shall not be platted or subdivided or otherwise divided, conveyed, or transferred in more than one single parcel.

II. Perpetual Restrictions

The restrictions set forth in this Conservation Easement shall be perpetual and shall run with the land for the benefit of, and shall be enforceable by Grantee and OPWC. This Conservation Easement and the covenants and restrictions set forth herein shall not be amended, released, extinguished or otherwise modified by Grantor and Grantee without the prior written consent of OPWC which consent may be withheld in its sole and absolute discretion.

III. Present Conveyance of Real Property Interest

This Conservation Easement constitutes a real property interest immediately vested in the Grantee.

IV. Future Conveyances by Grantor

Grantor agrees that the terms, conditions, restrictions, and purposes of this Conservation Easement will be incorporated by reference in any subsequent deed, or other legal instrument, by which Grantor divests itself of either the fee simple title to, or of its possessory interest in Grantor's Protected Parcel.

V. Amendments of This Conservation Easement

This Conservation Easement may be amended only with the written consent of the Grantor, Grantee, and OPWC. Notwithstanding the foregoing, no party shall withhold its consent to any amendment of this Conservation Easement if the effect of such amendment is neutral with respect to or enhances the purposes of the Conservation Easement, such amendment otherwise qualifies under Grantee's policy then in effect respecting conservation easement amendments, such amendment does not adversely affect the qualification of the Conservation Easement or the status of Grantee under any applicable laws of the State of Ohio and is reasonably required by any funding source for the development of the Protected Parcel. Any such amendment shall be consistent with the purposes of this Conservation Easement and shall be recorded in the Official Records of Cuyahoga County, Ohio.

VI. Intentionally Omitted.

VII. Remediation

In the event a violation of these terms, conditions, or restrictions is found to exist, Grantee may, after notice to Grantor, institute an action to enjoin by *ex parte*, temporary, and/or permanent injunction such violation, to require the restoration of the Protected Parcel to its prior conditions, and/or for damages for breach of covenant. Nothing herein shall be construed to entitle Grantee to institute any enforcement proceedings against Grantor for any changes to the Protected Parcel due to causes beyond the Grantor's control, such as changes caused by natural fire, floods, storm, or unauthorized wrongful acts of third persons.

VIII. Releases of Certain Substances

If, at any time, there occurs, or has occurred, a release in, on, or about the Protected Parcel of any substance now or hereafter defined, listed, or otherwise classified pursuant to any federal,

state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, soil, flora or fauna in any way harmful or threatening to human health or the environment, Grantor shall take all steps necessary to assure its containment and remediation, including any cleanup that may be required.

IX. Grantor's Negligence / Recklessness

Grantor shall be responsible for damages and/or injuries caused by its negligence and/or recklessness upon the Protected Parcel.

X. Right of Inspection and Access

Grantee, or its duly authorized representative, may enter the Protected Parcel at any time on any day. Grantor shall allow access across any of Grantor's adjacent properties if access from a public street to the Protected Parcel is for any reason unavailable.

XI. Grantee's Rights and Remedies

In order to accomplish the purposes of this Conservation Easement, the following rights and remedies are conveyed to Grantee, so that Grantee may: (1) preserve and protect the conservation values of the Protected Parcel, (2) prevent any activity on or use of the Protected Parcel which is inconsistent with the purposes of this Conservation Easement, and (3) require the restoration of any areas of the Protected Parcel that may be damaged by any unauthorized activity or use:

To accomplish the purposes of this Conservation Easement, Grantee, its employees, representatives, and agents, shall be entitled to enter in, upon, and over the entire Protected Parcel at any reasonable time and from time to time, (a) for conservation, educational and interpretive activities, (b) to monitor Grantor's compliance with and otherwise to enforce, the terms, conditions, and restrictions of this Conservation Easement, (c) to prevent any activity or use that is inconsistent with the purposes of this Conservation Easement, (d) to require or effect restoration of such areas or features of the Protected Parcel that may be or have been damaged, and (e) to oversee Grantor's habitat and other management activities (collectively, "**Conservation Activities**"). In order to preserve, protect and enhance the conservation values of the Protected Parcel, Grantee shall have the right to manage the Protected Parcel by performing any of the following including, but not limited to:

- i. planting trees, shrubs, and perennial and/or annual plants;
- ii. removing nuisance and/or non-native flora and fauna by any lawful means;
- iii. placing nesting structures for waterfowl and other birds;

- iv. trimming, cutting, and/or removing plants to improve habitat potential for fish, plants, and wildlife;
- v. restoring wetlands, "prairie lands" and other endangered habitats that have been previously disturbed, which restoration may require, without limitation, manipulation or alteration of natural water courses, lake shores, marshes, or other water bodies;
- vi. performing any and all maintenance or repair activities;
- vii. conducting biological or water quality surveys and installing scientific instrumentation ancillary thereto; and
- viii. constructing and maintaining trails and related amenities, including without limitation: (i) a trailhead development, consisting of, amongst other facilities: (a) a trailhead driveway, (b) parking areas, (c) a recreational pavilion for picnicking or other recreational activities, (d) an interpretive/environmental education facility, and (e) restrooms; and (ii) other trail facilities consisting of, amongst other matters: (a) an all-purpose handicapped pedestrian trail that is also suitable for emergency vehicles being not more than twelve (12) feet wide including berms, (b) trail bridges, (c) boardwalks, (d) restroom facilities, and (e) observation structures.

Notwithstanding anything to the contrary hereinbefore set forth, all of the Conservation Activities and any management activities permitted herein shall be conducted in accordance with the requirements of this Conservation Easement and sound preservation/conservation practices without violating applicable governmental laws, rules and regulations. Each party shall use reasonable efforts to keep the other apprised of all significant activities to be conducted on the Protected Parcel.

A. Notice of Violation Corrective Action: If Grantee determines that a material violation of the terms of this Conservation Easement has occurred by Grantor's actions or inappropriate inaction or is otherwise threatened by Grantor, Grantee shall give written notice to Grantor of such violation and demand corrective action sufficient to cure the violation and, where the violation involves material injury to the conservation values of the Protected Parcel resulting from any use or activity inconsistent with the purpose of this Conservation Easement, to restore the portion of the Protected Parcel so injured to its prior condition in accordance with a plan approved in writing by Grantee.

B. Injunctive Relief: If Grantor fails to cure the violation within 30 days after receipt of notice thereof from Grantee, or under circumstances where the violation cannot reasonably be cured within a 30 day period, fails to begin curing such violation within the 30 day period, or fails to continue diligently to cure such violation until finally cured, Grantee may bring an action at law

or in equity in a court of competent jurisdiction to enforce the terms of this Conservation Easement, to enjoin the violation, *ex parte* if necessary, by temporary or permanent injunction, and to require the restoration of the Protected Parcel in the condition that existed prior to any such injury.

C. Damages: Provided Grantee has given Grantor notice and opportunity to cure as hereinbefore set forth in Section A of this Section XI, Grantee shall be entitled to recover damages for a material violation of the terms of this Conservation Easement or material injury to any conservation values protected by this Conservation Easement, including, without limitation, damages (as awarded by the Court) for the loss of any scenic, aesthetic, or environmental values. Without limiting Grantor's liability therefor, Grantee, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Protected Parcel.

D. Emergency Enforcement: If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the conservation values of the Protected Parcel, Grantee may pursue its remedies under this section without prior notice to Grantor and without waiting for the period provided for cure to expire.

E. Scope of Relief: Grantor agrees that the remedies at law for Grantee for any violation of the terms of this Conservation Easement are inadequate and that the Grantee may be entitled to the injunctive relief described in this section, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Conservation Easement, without the necessity of proving either actual damages or the inadequacy or otherwise available legal remedies. The remedies of Grantee described in this section shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

F. Cost of Enforcement: Provided Grantee has given Grantor notice and opportunity to cure as hereinbefore set forth in Section A of this Article XI, all reasonable costs incurred by Grantee in enforcing the terms of this Conservation Easement against Grantor, including, without limitation, costs and expenses of suit and attorney's fees, and any costs of restoration necessitated by Grantor's material violation of the terms of this Conservation Easement shall be borne by Grantor. Grantor shall pay no costs in the event the judgment is in Grantor's favor.

G. Forbearance: Forbearance by Grantee to exercise its rights under this Conservation Easement in the event of any breach of any of its terms shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same. No delay or omission by Grantee in the exercise of any right or remedy shall be construed as a waiver.

H. Waiver of Certain Defenses: Grantor hereby waives any defenses of laches, estoppel, or prescription.

I. Third Parties. Nothing in this section will prevent Grantor or Grantee from proceeding immediately against third parties who cause violations of this Conservation Easement.

J. Force Majeure. It is specifically acknowledged that the remedies in this section will not apply to violations caused by third parties, war, Acts of God, force majeure or other causes beyond the control of Grantor.

K. Right to Post Signs: Grantee shall have the right to post one or more signs on the Protected Parcel which indicate that it is burdened by a conservation easement in favor of Grantee.

XII. Enforcement by OPWC

If Grantor should fail to observe the covenants and restrictions set forth herein, Grantor will have ninety (90) days after receipt of specific written notice of the violation from the OPWC to either dispute the violation notice or cure the violation. As long as Grantor is diligent in rectifying a violation, the cure period may be extended an additional ninety (90) days. In the event the Grantor is unable to rectify the violation and the violation is material, Grantor shall pay to the OPWC upon demand both: 1) all grant funds disbursed to Grantee, and 2) liquidated damages equal to one hundred percent (100%) of the funds disbursed by the OPWC together with interest accruing at the rate of six percent (6%) per annum from the date of Grantee's receipt of the Grant. Grantor acknowledges that such sum is not intended as, and shall not be deemed, a penalty, but is intended to compensate for damages suffered in the event a breach or violation of the covenants and restrictions set forth herein, the determination of which is not readily ascertainable. OPWC shall have the right to enforce, by any proceedings at law or in equity, all restrictions, conditions and covenants set forth herein. Failure by OPWC to proceed with such enforcement shall in no event be deemed a waiver of the right to enforce at a later date the original violation or a subsequent violation.

XIII. Restriction on Transfer of the Protected Parcel

Grantor shall not voluntarily or involuntarily sell, assign, transfer, lease, exchange, convey or otherwise encumber the Protected Parcel without the prior written consent of OPWC, which consent may be withheld in its sole discretion; provided however, such consent will not be unreasonably withheld or delayed in the event the Protected Parcel is transferred to a municipality, governmental entity, park district, or other private entity with a express purpose of owning and maintaining natural conservation areas or parks.

XIV. Payment of Taxes and Special Assessments

Grantor shall pay all taxes and special assessments validly assessed and levied against Grantor's Protected Parcel, including any such taxes validly levied and assessed against the Conservation Easement by competent authorities, and shall bear all costs of maintenance, insurance and any liabilities related to the Protected Parcel.

XV. Eminent Domain

If all or part of the Protected Parcel is taken in the exercise of eminent domain by public, corporate, or other authorities so as to abrogate the restriction imposed by this conservation easement, Grantor and Grantee shall join in appropriate actions to recover the full value of the Protected Parcel (or portion thereof) taken and all incidental or direct damages that result from such taking. Any expense incurred by Grantee in any such action shall be first reimbursed out of the recovered proceeds. The remainder of such proceeds shall be divided between Grantor and Grantee in proportion to their interest in the Protected Parcel, such proportion to be established by using the relationship at the time of this Conservation Easement, of the fair market value of the Protected Parcel encumbered by this Conservation Easement as compared to the fair market value of the Protected Parcel as unencumbered by the Conservation Easement.

XVI. Transfer by Grantee

Grantee shall have the right to transfer this perpetual Conservation Easement to any organization which is eligible to hold a conservation easement under the laws of the State of Ohio that agrees to the terms, conditions, restrictions, and purposes of this Conservation Easement, provided that such transfer shall be subject to the prior written consent of the OPWC, whose consent will not be unreasonably withheld or delayed. Grantee shall provide Grantor and OPWC 30 days advance notice of such transfer.

XVII. Surveys

If any future concerns about the Protected Parcel boundaries arise and cannot be resolved between Grantor and Grantee, Grantor will survey, or cause to be surveyed, the Protected Parcel. The survey used will meet the requirements set forth in Chapter 4733-37 of the Ohio Administrative Code, as hereafter amended. The Protected Parcel survey will be paid for in full by the Grantor, unless the survey results substantiate the Grantor's position, in which case Grantee shall pay said fees.

XVIII. Recording and Deed Reference

This Conservation Easement will be filed and recorded with the Cuyahoga County Recorders' Office by Grantee. Grantor agrees that the terms, conditions, restrictions, and purposes of this Conservation Easement will either be referred to or inserted in any subsequent deed, or other transfer instrument, by which the Grantor transfers title or possessor interest in the Protected Parcel. Furthermore, Grantor agrees that if a new plat plan is being done for the Protected Parcel, the Conservation Easement will be referred to on the registered plat plan.

XIX. Grantor's Continuing Obligation

Grantor's continuing obligations hereunder shall cease upon transfer of Grantor's interest in the Protected Parcel, provided however, that Grantor shall remain liable to Grantee for any breach of the warranties, representation, covenants, and/or promises contained herein occurring or existing prior to the date of such transfer. Grantor shall provide Grantee 30 days advance notice of any such transfer.

XX. Miscellaneous

A. Ohio Law to Govern. The laws of the State of Ohio shall govern this Conservation Easement. If any provision herein is found to be invalid, the remainder of the provisions of this Conservation Easement shall not be affected thereby. This Conservation Easement sets forth the entire agreement of the parties and supersedes all prior discussions, negotiations, undertakings or agreements relating to the grant of the Conservation Easement.

B. Counterparts. The parties may execute this Conservation Easement in one or more counterparts which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument with respect to the party who signed it. In the event of any disparity between counterparts, the counterpart recorded by Grantee shall be controlling.

C. Nature of Easement. Without limiting any other provision of this Conservation Easement, Grantor and Grantee agree and intend that the Conservation Easement granted and accepted hereby constitute a "conservation easement" as that term is used in Section 5301.67 through 5301.70 of the Ohio Revised Code and that the Conservation Easement granted hereby shall be entitled to all the benefits of such sections.

D. Notices. Notices or other communication hereunder shall be in writing and shall be sent certified or registered mail, return receipt requested, or by other national overnight courier company, or personal delivery. Notice shall be deemed given upon receipt or refusal to accept delivery. Each party may change from time to time their respective address for notice hereunder by like notice to the other party.

The notice addresses of the parties are as follows:

OPWC: Ohio Public Works Commission
65 East State Street, Suite 312
Columbus, Ohio 43215
Attn: Director

Grantor: City of Mansfield, Ohio, an Ohio municipal corporation
30 N. Diamond Street
Mansfield, Ohio 44902

Grantee: West Creek Conservancy
P.O. Box 347113
Parma, Ohio 44134

TO HAVE AND HOLD unto Grantee, its successors and assigns forever. The covenants agreed to and the terms, obligations, conditions, restrictions, and purposes imposed as aforesaid, shall be binding upon and inure to the benefit of Grantor, Grantee, and OPWC and their respective, grantees, successors and assigns, and all other successors in interest, and shall continue as a servitude running in perpetuity with the Protected Parcel.

IN WITNESS WHEREOF, Grantor sets his hand this ____ day of _____, 2022.

Grantor: City of Mansfield, an Ohio municipal corporation

By: _____
Louis Andres, Public Works Director

Approved as to form and correctness:

Roeliff E. Harper, Esq.
Mansfield Law Director

STATE OF OHIO)
) SS:
COUNTY OF RICHLAND)

The foregoing instrument was acknowledged before me this _____, 2026 by _____, the _____ of the _____, on behalf thereof.

Notary Public

ACCEPTANCE

The undersigned does hereby consent to and accept the foregoing Conservation Easement and all the obligations imposed thereby.

IN WITNESS WHEREOF, West Creek Conservancy, has executed and delivered this Acceptance this _____ day of _____, 20__.

Grantee: West Creek Conservancy

By: Derek Schafer, Executive Director

STATE OF OHIO)
) ss:
COUNTY OF CUYAHOGA)

The foregoing instrument was acknowledged before me this _____, 20__ by Derek Schafer, the Executive Director of West Creek Conservancy, an Ohio non-profit corporation, on behalf of the corporation.

Notary Public

EXHIBIT C
(Page C15 of 19)

MAP OF GRANTOR'S PROTECTED PARCEL

EXHIBIT A

LEGAL DESCRIPTION OF PROTECTED PARCEL

EXHIBIT B

Page B1 of 3

EXHIBIT C

(Page C17 of 19)

EXHIBIT B

Page B2 of 3

EXHIBIT C

(Page C18 of 19)

EXHIBIT B

Page B3 of 3

EXHIBIT C

(Page C19 of 19)

Summary of Benefits of a Conservation Easement for Camp Covert

Establishing a conservation easement on the 110-acre Camp Covert property provides long-term protection of one of Mansfield's most valuable natural assets while expanding opportunities for public use and education. With ***Mansfield donating a conservation easement*** along that section west of OBS, we're able to create a nearly 315-acre protected corridor - all to protect source drinking water, added recreational opportunities (e.g. passive camping by permit, etc), hunting/wildlife management is maintained/expanded as well as joint community programming expansion with OBS.

And with the easement being ***donated to West Creek*** - we're able to gift the Camp Covert property to the City - a 2M+ property with almost turn key amenities (e.g. lodge, pavilions, fishing pond, maintenance building)

The easement would:

- **Protect the City's drinking water supply** by preserving the natural headwater area that feeds into the Clearfork Reservoir municipal water system, ensuring clean, reliable water for future generations. Mitigating contaminants upstream from development
- **Support environmental education and recreation** through shared use with the Ohio Bird Sanctuary, enabling programs, guided activities, and nature-based events. city-wide in-service training site with minimal renovations and utilities upgrades (i.e.: K9, Law enforcement, tracking and staff seminars) Re-establishment of an Ohio native meadow area.
- **Maintain community access for primitive group camping and events**, including Scouts, schools, 4-H, FFA, and other organizations that relied on the site for outdoor learning and primitive camping experiences.
- **Expand opportunities for individual primitive camping**, increasing the number of designated sites to accommodate special events, holiday weekends, and overflow needs such as Incarceration Festival visitors.
- **Provide public access for low-impact outdoor recreation**, including hunting, fishing, hiking, cross country running and nature study, encouraging residents and visitors to engage with the natural landscape.

What is a Conservation Easement?

Overall, the conservation easement ensures long-term protection of critical natural resources while enhancing public recreation, education, and community engagement on the Camp Covert property. A conservation easement is a voluntary, legally binding agreement designed to protect a property's natural or historic features. Through this arrangement, a landowner limits certain uses of their land, but the property remains in private ownership. This legal tool is tailored to the specific characteristics of the land and the owner's goals. The agreement is recorded with the property's deed, making its terms binding on all future owners.

What are the Protected Conservation Values?

- The preservation of 110 acres of land for public outdoor recreation or education and 315 acres of protected corridor for the City of Mansfield.
- The protection of a relatively natural habitat for fish, wildlife, plants, or a similar ecosystem with 300+ species identified.
- The preservation of open space, including farmland and forests, for the scenic enjoyment of the public or as part of a governmental conservation policy. West Creek will restore the meadow (with is currently mowed) - to help diversify bird habitat, etc.
- The preservation and protection of a significant tributary connection to the Clear Fork.

BILL #26-019A

RESOLUTION #

BY: MS. MEIER

Acceptance on behalf of the Council of the City of Mansfield, Ohio of the report and recommendation of the fact-finder in SERB File #24-MED-12-1384 with respect to certain issues in collective bargaining with the International Association of Fire Fighters (IAFF), Local #266, and declaring an emergency.

WHEREAS, the City of Mansfield and the International Association of Fire Fighters (IAFF), Local #266, engaged in negotiations with respect to a collective bargaining agreement, and

WHEREAS, such negotiations resulted in an impasse which was unresolved and therefore a fact-finder was appointed to make final recommendations and report as to all the unresolved issues between the parties which report now has been made, and

WHEREAS, pursuant to Ohio Revised Code §4117.14(C)(6), not later than seven (7) days after the findings and recommendations of the fact-finder are sent, the legislative body must meet and consider the recommendations and report of said fact-finder.

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

SECTION 1. That the report and recommendation of the fact-finder in SERB File #24-MED-12-1384 regarding the issues in dispute between the City of Mansfield and the International Association of Fire Fighters (IAFF), Local #266 be, and the same is hereby, accepted.

SECTION 2. That said acceptance is made pursuant to Ohio Revised Code § 4117.14.

SECTION 3. That being a response required to be made promptly under statutory procedures; this Resolution shall take effect immediately.

Caucus	20 January 2026
1 st Reading	20 January 2026
2 nd Reading	
PASSED	20 January 2026

ATTEST 
/s/ Delaine Weiner
Clerk of Council

SIGNED

/s/ Phillip E. Scott

President of Council

APPROVED

/s/ Jodie Perry

Mayor

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

ORDINANCE # 26-020

Authorizing the Mayor, Safety-Service Director, Public Works Director and Human Resources Director to enter into a Collective Bargaining Agreement with the International Association of Fire Fighters (IAFF), Local #266, and declaring an emergency.

SECTION 1. That the Mayor, Safety-Service Director, Public Works Director and Human Resources Director be, and they are hereby, authorized on behalf of the City of Mansfield, Ohio, to enter into a three-year Collective Bargaining Agreement with the International Association of Fire Fighters (IAFF), Local #266, a copy of which Agreement will be available once executed in the Human Resources Department.

SECTION 2. Said Collective Bargaining Agreement shall only be executed if the International Association of Fire Fighters (IAFF), Local #266, fails to reject the Fact Finding report in SERB case no. 2024-MED-12-1384. Otherwise, further statutory process shall occur prior to execution of said Agreement.

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

SIGNED /s/ Phillip E. Scott
President of Council

APPROVED /s/ Jodie Perry
Mayor

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

BILL #26-021

ORDINANCE #

BY: MS. ROBERTSON

Authorizing the Safety Service Director to enter into a modified contract for Fair Housing Services with the Richland County Board of Commissioners and the Richland County Regional Planning Commission for the 2026-2028 years, and declaring an emergency.

WHEREAS, the City of Mansfield, the Richland County Board of Commissioners, and the Richland County Regional Planning Commission are desirous of insuring that the affirmative efforts of fair housing are maintained throughout the City of Mansfield and Richland County, and

WHEREAS, the City of Mansfield maintains a Fair Housing Office, and

WHEREAS, the City of Mansfield, in the past, with the cooperation of the Richland County Board of Commissioners, has acted as the fair housing agent for Richland County, and

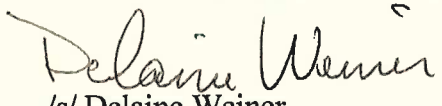
WHEREAS, the City of Mansfield, the Richland County Board of Commissioners, and the Richland County Regional Planning Commission are desirous of formalizing and renewing their contractual service agreement for Fair Housing Services.

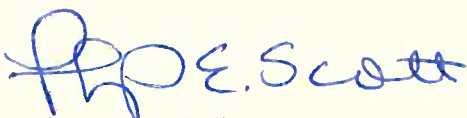
**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE
CITY OF MANSFIELD, STATE OF OHIO:**

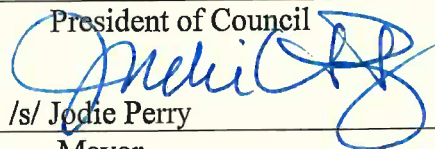
SECTION 1. That the Safety-Service Director be, and he is hereby, authorized to enter into a modified contract with the Richland County Board of Commissioners and the Richland County Regional Planning Commission for Fair Housing Services throughout the City of Mansfield and Richland County. The Terms and Conditions of this Agreement are set forth fully in the Fair Housing Agreement which is on file with the City of Mansfield Department of Permitting and Development and incorporated herein by reference.

SECTION 2. That by reason of the immediate necessity for providing fair housing services throughout the City of Mansfield and Richland County, 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	20 January 2026
1 st Reading	20 January 2026
2 nd Reading	
PASSED	20 January 2026

ATTEST 
/s/ Delaine Weiner
Clerk of Council


SIGNED /s/ Phillip E. Scott

President of Council

APPROVED /s/ Jodie Perry
Mayor

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

38 South Park Street
Second Floor
Mansfield, Ohio 44902



(419) 774-5676
Fax: (419) 774-5589

RICHLAND COUNTY PROSECUTOR'S OFFICE

JODIE M. SCHUMACHER
PROSECUTING ATTORNEY

January 12, 2026

Richland County Board of Commissioners,

You have asked this Office to review the Fair Housing Agreement for determination as to whether the agreement is approved as to form. The Fair Housing Agreement is not approved as to form.

The contract provides:

For Program Years 2026-2028 (January 1, 2026 – December 31, 2028) the Richland County CDBG program will provide \$3,500 per year to support the fair housing effort. This agreement shall continue in full force thereafter unless modified by written agreement of the parties, or unless either party provides (90) days written notice of its desire to terminate this agreement, in which event it shall terminate ninety (90) days after receipt of said notice.

This provision provides for an indefinite auto renewal period which this Office does not recommend as a provision. This can easily be rectified by removing "thereafter" so as not to conflict with the Program Years date range and provide "This agreement shall continue in full force during the Program Years unless . . .".

If you have any questions, please let me know.

Sincerely,

JODIE M. SCHUMACHER
Prosecuting Attorney
Richland County, Ohio

Fair Housing Agreement

This Agreement is made and entered into this ____ day of _____, 2026, by and between the City of Mansfield, Ohio, a duly incorporated municipal corporation in the State of Ohio, hereinafter referred to as "Mansfield" whose mailing address is 30 North Diamond Street, Mansfield, OH 44902, and the Richland County Board of Commissioners, Richland County, Ohio, hereinafter referred to as "Richland County" whose mailing address is 50 Park Avenue East, Mansfield, OH 44902 and the Richland County Regional Planning Commission, hereinafter referenced as "RCRPC" whose mailing address is 19 N. Main St., Mansfield, OH 44902.

WHEREAS, the parties are desirous of insuring that the affirmative efforts of fair housing are maintained throughout the City of Mansfield and Richland County, and

WHEREAS, Mansfield maintains a Fair Housing Office, and

WHEREAS, Mansfield, in the past, with cooperation of Richland County, has acted as the fair housing agent for Richland County, and

WHEREAS, Mansfield, by power granted under Section 715.02 of the Ohio Revised Code, and Richland County by the power granted under the Ohio Revised Code Sections 307.15 and 307.85 (A), are desirous of formalizing and renewing this cooperative relationship by means of this agreement, so

NOW THEREFORE, in consideration of the mutual promise and covenants contained herein, the parties agree as follows:

1. Agency: The parties hereby agree that Mansfield's Fair Housing Office shall act as the agent of Richland County with respect to dealing with citizens' complaints and educating citizens of Richland County as to their rights under federal, state, and local law.
2. Duties and Purpose: Mansfield's Fair Housing Office is to serve as an intake office for Fair Housing Issues and complaints within the geographical limits of Mansfield and Richland County's CDBG jurisdiction.
 - 2a. The Permitting and Development Office will maintain records of time and other costs associated with this work, and shall invoice for these fair housing services. The invoice shall include total hours worked, and a brief description of the efforts or initiatives undertaken on behalf of Richland County.
 - 2b. The Permitting and Development Office will provide to RCRPC appropriate documents for its files concerning any fair housing complaint filed and processed within the Richland County CDBG jurisdiction.
 - 2c. The Permitting and Development Office will retain all records pertaining to Richland County Fair Housing for a minimum of three (3) years following the final payment for the services in a fiscal Year. Records shall be open for inspections by RCRPC officials and others associated with the Richland County CDBG program.

3. Fair Housing Commission: Richland County shall have the authority to appoint two members to the joint Mansfield-Richland County Fair Housing Commission. The members shall serve without compensation, and shall not be of the same political party. Members of the Commission will serve three year terms. The City of Mansfield's representation on the board shall adhere to Section 515.03 of the City's Codified Ordinances subpart (a).
4. For Program Years 2026-2028 (January 1, 2026 – December 31, 2028) the Richland County CDBG program will provide \$3,500 per year to support the fair housing effort. This agreement shall continue in full force during the program years thereafter unless modified by written agreement of the parties, or unless either party provides (90) days written notice of its desire to terminate this agreement, in which event it shall terminated ninety (90) days after receipt of said notice.

In witness whereof, the Richland County Board of Richland County Commissioners, The Richland County Regional Planning Commission, and the City of Mansfield, Ohio have set their hands hereto on the date first herein above mentioned by the respective and duly authorized officials and parties.

Signed in the presence of:

Richland County Board of Commissioners

Tony Vero

Darrell Banks

Cliff Mears

Richland County Regional Planning Commission

Jotika Shetty

City of Mansfield

Jodie Perry, Mayor

Keith Porch, Safety Service Director

Approved as to form:

Jodie M. Schumacher, Richland County Prosecutor

Roeliff E. Harper, Mansfield Law Director