

CONSULTANT SERVICE AGREEMENT RICHLAND COUNTY AND CITIES JOINT COMPREHENSIVE PLAN

THIS CONSULTANT SERVICES AGREEMENT (the “Agreement”) is made at 19 N Main Street, Mansfield, Ohio, on this day of _____, herein referred to as the (“Effective Date”) by and between the Richland County Regional Planning Commission (“RCRPC”), and American Structurepoint (“CONSULTANT”), who agree as follows,

I. PURPOSE

RCRPC which is authorized under ORC 713.21 to (1) accept, receive, and expend funds, grants, and services from the federal government or its agencies; from departments, agencies, and instrumentalities of this state; from one or more counties of this state; from any municipal corporation or political subdivision of this state, or from civic sources; (2) to contract with respect to those funds, grants, and services, and provide the information and reports necessary to secure those funds, grants, and services (3) within the amounts agreed upon and appropriated or otherwise received, the regional planning commission may employ necessary engineers, accountants, consultants to create plans and reports.

The CONSULTANT is qualified to render the Services, which are professional in nature, and is willing to enter into this Agreement with RCRPC to provide the Services described herein in accordance with the following terms and conditions.

The following exhibits are attached to and made a part of this Agreement: Schedule of Performance:

1. Exhibit ‘A’ - Services
2. Exhibit ‘B’ - Compensation and Fee Schedule
3. Exhibit ‘C’ – Elective Optional Additional Services

In consideration of the mutual promises, terms and conditions contained herein, RCRPC and CONSULTANT agree as follows:

II. SCOPE OF SERVICES

Subject to the terms and conditions set forth in this Agreement, CONSULTANT shall provide the services set forth in **Exhibit A** (“Services”), which is attached hereto and incorporated herein by this reference. As a material inducement to the RCRPC to enter into this Agreement, CONSULTANT represents that it has thoroughly investigated and considered the Services and fully understands the difficulties and restrictions in performing the work.

CONSULTANT shall perform these services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. All Services provided shall conform to all applicable federal, state and local laws, rules and regulations. The terms and conditions set forth in this Agreement shall control over any terms and conditions in Exhibit "A" to the contrary.

Jotika Shetty, Executive Director of RCRPC (herein referred to as "Director"), shall be the primary representative and contact for RCRPC and shall be the person to whom the CONSULTANT will report for the performance of Services hereunder. It is understood that CONSULTANT shall coordinate its Services hereunder with the Director, submit for review, data and other work products representative of the work's progress at the designated stages of completion, and that all performances required hereunder by CONSULTANT shall be performed to the satisfaction of the Director.

Rachel Cardis, Senior Planner at American Structurepoint (herein referred to as the "CONSULTANT's Project Manager"), shall be the person fully responsible for performance of the tasks in the Agreement and deliverables of Services under this agreement and shall serve as the primary contact for the CONSULTANT.

III. TIME OF PERFORMANCE

The term of this Agreement shall commence upon the full execution hereof by RCRPC and the CONSULTANT, and shall remain in full force and effect until the full completion of the Services in **Exhibit A**, which is to be completed in 12 months, or the earlier termination of this Agreement as hereinafter provided. RCRPC and CONSULTANT are aware that many factors outside the CONSULTANT's control may affect the CONSULTANT's ability to complete the Services to be provided under this Agreement. The CONSULTANT will perform these Services with reasonable diligence and expediency consistent with sound professional practices.

IV. COMPENSATION AND FEES

CONSULTANT's total compensation for all Services performed under this Agreement shall be in accordance with **Exhibit B** ("Compensation and Fee Schedule") and shall not exceed **\$157,000** without the prior written authorization of RCRPC. The Director shall have the authority to approve elective optional services set forth in **Exhibit A** ("Services") and **Exhibit C** (Elective Optional Additional Services) up to an amount not to exceed **\$38,000**.

The fee shall include all costs, including, but not limited to, all clerical, administrative, overhead, insurance, reproduction, telephone, travel, auto rental, subsistence and all related expenses.

V. PAYMENT

- a) As scheduled Services are completed, CONSULTANT shall submit to RCRPC an invoice for the Services completed according to **Exhibit B** ("Compensation and Fee Schedule") and include authorized expenses and authorized work actually performed.

- b) RCRPC will pay CONSULTANT the amount invoiced within forty-five (45) days after the approval of the invoice; and receipt of all deliverables.
- c) Payment shall constitute payment in full for all Services, authorized costs and authorized extra work covered by that invoice.

VI. CHANGE ORDERS

No payment for extra services caused by a change in the scope or complexity of work, or for any other reason, shall be made unless and until such extra services and a price therefor have been previously authorized in writing and approved by RCRPC as an amendment to this Agreement. The amendment shall set forth the changes of work, extension of time for preparation and adjustment of the fee to be paid by RCRPC to CONSULTANT.

VII. DELAYS AND EXTENSIONS OF TIME

CONSULTANT's sole remedy for delays outside its control shall be an extension of time. No matter what the cause of the delay, CONSULTANT must document any delay and request an extension of time in writing at the time of the delay to the satisfaction of RCRPC. CONSULTANT and the RCRPC hereby agree that any decision by RCRPC to grant or not grant an extension of time for completion of an individual task assignment shall not be a cause for claim by CONSULTANT. Any extension of time granted by the RCRPC Director shall be in writing.

VIII. LICENSES

CONSULTANT represents that it and any subcontractors it may engage, possess any and all licenses which are required under state or federal law to perform the work contemplated by this Agreement and that CONSULTANT and its subcontractors shall maintain all appropriate licenses during the performance of this Agreement.

IX. INDEPENDENT CONTRACTOR

At all times during the term of this Agreement, CONSULTANT shall be an independent contractor and not an employee of RCRPC. RCRPC shall have the right to control CONSULTANT only insofar as the result of CONSULTANT's Services rendered pursuant to this Agreement. RCRPC shall not have the right to control the means by which CONSULTANT accomplishes Services rendered pursuant to this Agreement. CONSULTANT shall, at its sole cost and expense, furnish all facilities, materials and equipment which may be required for furnishing Services pursuant to this Agreement. Consultant shall be solely responsible for, and shall indemnify, defend and save RCRPC harmless from all matters relating to the payment of its subcontractors, agents and employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever. CONSULTANT acknowledges that CONSULTANT and any subcontractors, agents or employees employed by CONSULTANT shall not, under any circumstances, be considered employees of RCRPC, and that they shall not be entitled to any of the benefits or rights afforded employees of RCRPC, including, but not limited to, sick leave, vacation

leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits.

X. CONSULTANT NOT AGENT

Except as RCRPC may specify in writing, CONSULTANT shall have no authority, express or implied, to act on behalf of RCRPC in any capacity whatsoever as an agent. CONSULTANT shall have no authority, express or implied, to bind RCRPC to any obligation whatsoever.

XI. PRODUCTS OF CONSULTANT

The documents, study materials, manuals and other products produced or provided by CONSULTANT for this Agreement shall become the property of RCRPC upon payment in full of all monies due to CONSULTANT. Any unauthorized reuse or modification of the documents by RCRPC or any other party will be at RCRPC's sole risk.

XII. REPORTING

Following execution of this Agreement, CONSULTANT shall submit a report to the Director throughout the period of performance for this agreement on a mutually agreed upon schedule.

XIII. PERSONNEL

CONSULTANT shall provide management and other personnel to adequately perform the Services prescribed by this Agreement. Such personnel shall not be employees of or have any contractual relationship with RCRPC and shall be authorized or permitted under State and Local law to perform such Services.

CONSULTANT shall immediately notify RCRPC in the event that CONSULTANT is no longer able to perform Services under this Agreement with any of the personnel listed in CONSULTANT's written technical proposal, and identify such personnel and their qualifications.

CONSULTANT shall notify RCRPC of any proposed replacement of personnel, listed in CONSULTANT's written technical proposal, to perform Services under this Agreement at least fifteen (15) days prior to such replacement advising of the personnel to be replaced and the proposed replacement personnel and qualifications and seek approval.

Work or Services covered by this Agreement subcontracted shall require the prior written approval of RCRPC. Any work or Services subcontracted hereunder shall be specified by written agreement and shall be subject to each provision of this Agreement.

During the term of this Agreement, and for the period of twelve (12) months thereafter, CONSULTANT and RCRPC agree that neither party shall directly recruit or solicit for employment, any employees or agents of the other who performed under this Agreement without the prior written approval of the party whose employee is being considered for employment. This shall not prohibit one

party from hiring any employees of the other who responds to regular employment solicitation efforts such as newspaper advertisements, employment agencies, open house, job fair, or other widely distributed announcement of job openings.

XIV. TERMINATION

Termination of Agreement for Cause: If, through any cause, the CONSULTANT shall fail to fulfill in timely and proper manner the obligations under this Agreement, or if the CONSULTANT shall violate any of the covenants, agreements, or stipulations of this Agreement, RCRPC shall thereupon have the right to terminate this Agreement by giving written notice to the CONSULTANT of such termination, after an opportunity for cure within a mutually agreed upon deadline has failed, and specifying the effective date thereof, at least five business (5) days before the effective date of such termination. In such event, all finished or unfinished documents and reports prepared by the CONSULTANT under this Agreement shall, at the option of RCRPC, become its property and the CONSULTANT shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder and authorized by RCRPC prior to termination date.

Notwithstanding the above, the CONSULTANT shall not be relieved of liability to RCRPC for damages sustained by RCRPC by virtue of any breach of the Agreement by the CONSULTANT, and RCRPC may withhold any payment to the CONSULTANT for the purpose of set-off until such time as the exact amount of damages due to RCRPC from CONSULTANT is determined.

Nothing in this section shall be construed as a limitation on the remedies available to the parties hereto under the law or the terms of the Agreement arising out of the other parties' breach.

No fault Termination: Either party may for any reason terminate this Agreement by giving the other party not less than ten business (10) days written notice of intent to terminate. Upon receipt of notice from CONSULTANT and immediately upon the giving of notice by CONSULTANT to RCRPC, the CONSULTANT shall immediately cease work, unless the notice from RCRPC provides otherwise. Upon the termination of this Agreement, RCRPC shall pay CONSULTANT for Services satisfactorily provided and all allowable reimbursements incurred to the date of termination in compliance with this Agreement.

XV. ASSIGNABILITY.

CONSULTANT shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the RCRPC thereto. The CONSULTANT may not subcontract any of the Services agreed to in this Agreement without the express written consent of the RCRPC. All subcontracts shall be subject to the same terms, conditions, and covenants contained within this Agreement. Such assignment or subcontracting may be approved by the RCRPC Director or his designee. RCRPC may terminate this Agreement rather than accept any proposed assignment or subcontracting.

XVI. AMENDMENTS.

RCRPC or CONSULTANT may amend this Agreement at any time provided that such amendments

make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by RCRPC.

XVII. PERFORMANCE WAIVER

RCRPCs failure to act with respect to a breach by the CONSULTANT does not waive its right to act with respect to subsequent or similar breaches. The failure of RCRPC to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

Any waiver by either party of any provision or condition of this Agreement shall not be construed or deemed to be a waiver of any other provision or condition of this Agreement, nor a waiver of a subsequent breach of the same provision or condition.

XVIII. INDEMNIFICATION

The CONSULTANT shall save, protect, indemnify and hold harmless RCRPC, and respective boards, chairmen, trustees, members, officers, and employees from and against all liabilities, losses, penalties, damages, settlements, or costs to the extent they are caused by the wrongful or negligent acts, errors or omissions of the CONSULTANT, its employees, officers, agents, subconsultants or independent contractors, that are related directly to the performance under this Agreement.

CONSULTANT agrees to pay all damages, costs and expenses of the RCRPC, and their respective boards, chairmen, trustees, members, officers, employees, agents and volunteers in defending any action to the extent caused by the aforementioned wrongful or negligent acts, errors or omissions, equal to all payments made to-date to CONSULTANT and not to exceed the total compensation amount noted in Articles I and IV of this Agreement. The Parties expressly agree that this provision shall survive the termination or expiration of this Agreement.

Similarly, RCRPC shall indemnify, and hold harmless Consultant and its officers, agents, and employees from and against any and all third-party claims, actions, suits, expenses, losses, liabilities, and damages (including attorneys' fees and expenses) (collectively "Claims") arising out of, or in connection with: (i) RCRPC's breach of this Agreement; (ii) personal injury or property damage in connection with this Agreement; (iii) RCRPC's negligent or more culpable conduct; (iv) direction provided by RCRPC staff; or (v) any claim or loss related to the infringement of any patent, trademark or copyright by RCRPC personnel under this Agreement.

XIX. MAINTENANCE AND INSPECTION OF RECORDS

In accordance with generally accepted accounting principles, CONSULTANT and its sub consultants shall maintain reasonably full and complete books, documents, papers, accounting records, and other information (collectively, the "records") pertaining to the costs of and completion of Services performed under this Agreement. RCRPC and any of their authorized representatives shall have access to and the right to audit and reproduce any of CONSULTANT's records regarding the Services provided under this Agreement. CONSULTANT shall maintain all such records for a period of at least three (3) years after termination or completion of this Agreement. CONSULTANT agrees to

make available all such records for inspection or audit at its offices during normal business hours and upon three (3) days' notice from RCRPC, and copies thereof shall be furnished if requested.

While providing Services under this Agreement, CONSULTANT will comply with Ohio's public records law, and further agrees to: 1. Keep and maintain public records required by RCRPC to perform the service; and 2. Upon request from RCRPC's custodian of public records, provide RCRPC with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost of copying, or as otherwise provided by law.

Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONSULTANT does not transfer the records to RCRPC.

Upon completion of the contract, transfer, at no cost, to RCRPC all public records in possession of the CONSULTANT.

XX. COMPLIANCE AND NON DISCRIMINATION

Equal Employment Opportunity: During the performance of this Agreement, the CONSULTANT agrees as follows:

- a. CONSULTANT will not discriminate against any employee or applicant for employment because of to race, creed, sex, color, age, familial status, handicap, or national origin.
- b. CONSULTANT will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color, age familial status, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this non-discrimination clause.
- c. CONSULTANT will, in all solicitation or advertisements for employees placed by or on behalf of CONSULTANT, state that all qualified applicants will receive consideration for employment with regard to race, creed, sex, color, age, familial status, handicap, or national origin.
- d. CONSULTANT will cause the foregoing provisions inserted in all subcontracts for any work covered by this agreement so that such provisions will be binding upon each subcontractor provided that the foregoing provisions shall not apply to subcontracted or standard commercial supplies or raw materials.
- e. CONSULTANT will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

Title VI Of The Civil Rights Act Of 1964: This agreement is subject to the compliance

requirements of Title VI of the Civil Rights Act of 1964 as amended (42 U.S.C. § 2000d) relating to nondiscrimination in Federally assisted programs. During the performance of this Agreement, the CONSULTANT for itself, its assignees and subcontractors agrees as follows:

Title VI of the Civil Rights Act of 1964, prohibits discrimination based upon race, color, and national origin. Specifically, 42 USC 2000d states that “No person in the United States shall, on the ground of race, color, religion, sex, marital status, age, handicap, disabilities or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.”

In accordance with Title VI of the Civil Rights Act of 1964, Title VIII of the Civil, Rights Act of 1968, Executive Orders 11246, Equal Credit Opportunity Act of 1974, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation, Act of 1973, Americans with Disabilities Act of 1990 and Age Discrimination Act of 1975; all residents in the service area regardless of race, color, religion, sex, marital status, age, handicap, disabilities or national origin, must be afforded an equal opportunity to become customers of the facility.

XXI. CONFLICT OF INTEREST

This Agreement in no way precludes, prevents, or restricts the CONSULTANT from obtaining and working under an additional contractual arrangement with other parties, assuming that the contractual work in no way impedes the CONSULTANT’s ability to perform the services required under this Agreement or otherwise constitutes a conflict of interest.

The CONSULTANT represents to the best of its knowledge that at the time of entering into this Agreement it has no interest in nor shall it acquire any interest, direct or indirect, in any agreement which will impede its ability to perform the required services under this Agreement or otherwise constitute a conflict of interest.

The CONSULTANT further represents to the best of its knowledge that it is aware of no improper personal financial or other beneficial interest on the part of any member of RCRPC, its employees or officers, involved in the development of the specifications, the negotiation, or the performance of this Agreement. The CONSULTANT has no knowledge of any situation that would constitute a conflict of interest. It is understood that a conflict of interest occurs when an employee or officer will gain financially or receive personal benefit or favors as a result of procuring, signing, negotiation or implementation of this agreement.

XXII. INSURANCE

Throughout the contract period, the CONSULTANT shall maintain a comprehensive insurance program affording as a minimum the coverage specified below. The CONSULTANT shall submit to RCRPC prior to the execution of the contract a Certification of Insurance that identifies the types and amounts of coverage, and names RCRPC as the certificate holder. If there is any change in the Contractor’s insurance carrier or liability amounts, the Contractor shall supply the RCRPC with a new Certificate of Insurance.

Workers' Compensation Coverage - as required by law.

Comprehensive Liability - Contractor shall keep in effect, at its sole expense, commercial general liability insurance for bodily injury and property damage arising out of the terms of this agreement. Contractor shall carry liability limits not less than \$1,000,000 per occurrence and shall name RCRPC as an Additional Insured.

XXIII. INTEGRATION.

This Agreement constitutes the entire agreement of the parties. No other agreement, oral or written, pertaining to the work to be performed under this Agreement shall be of any force or effect unless it is in writing and signed by both parties. Any work performed which is inconsistent with or in violation of the provisions of this Agreement shall not be compensated.

XXIV. GOVERNING LAW

The CONSULTANT and RCRPC acknowledge and agree that this Agreement and any modifications, amendments, or alterations, shall be governed, construed, and enforced under the laws of Ohio. They further acknowledge and agree that any legal action brought pursuant to the Agreement will be filed in the courts located in Richland County, Ohio, and Ohio law will apply.

XXV. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XXVI. NOTICE

Except as otherwise provided herein, all notices required under this Agreement shall be in writing and delivered personally or by mailed by certified or registered mail, postage prepaid, or sent by nationally recognized overnight courier, delivery charges prepaid, or sent by email, to the parties as follows

Richland County Regional Planning Commission
19 N Main Street
Mansfield Ohio 44906
Email: jshetty@rcrpc.org

American Structurepoint
2550 Corporate Exchange Drive, Suite 300
Columbus, OH 43231
Email: rcardis@structurepoint.com

All Notices shall be deemed to be given and received upon the earlier of actual receipt or three (3) business days after mailing or one (1) business day after deposit with the overnight courier; notices sent by email delivery must also be sent by one of the other methods within 24 hours after email transmission in order to be valid. Any Notices meeting the requirements of this provision shall be

effective, regardless of whether or not actually received.

RCRPC or the CONSULTANT may, by notice given to the other party, at any time designate a different address for the giving of Notices or other communications required or permitted to be given to the party designating such new address.

XXVII. Miscellaneous

This Agreement may be executed in counterparts, each of which shall be deemed to be an original document, but together shall constitute one instrument. Facsimile, pdf, or other electronic signatures shall be binding upon the parties.

The paragraph headings contained herein are for convenience only and shall not affect the interpretation or enforceability of any provision of this Agreement.

XXVIII. SIGNATURES

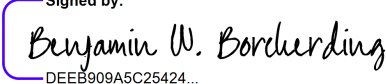
The undersigned indicate by their signatures that they are authorized to act on behalf of their respective party in this capacity.

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

RCRPC

CONSULTANT

By: 

By:  Signed by:
DEEB909A5C25424...

Printed Name: Adam Gove

Printed Name: Benjamin W. Borcharding

Title: RCRPC President

Title: Chief Operating Officer

Date: 12/02/2025

Date: 12/1/2025

Certificate

As the Fiscal Officer of Richland County Regional Planning Commission, Ohio, I certify that the money required to meet the obligations of Owner under the attached Agreement between Owner and Contractor has been lawfully appropriated by Owner for those purposes and is in the treasury of the County or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This certificate is given in compliance with sections 5705 of the Revised Code.

Dated:

RCRPC Fiscal officer:



EXHIBIT A

RICHLAND COUNTY AND CITIES JOINT COMPREHENSIVE PLAN SCOPE OF SERVICES

The Richland County Regional Planning Commission (RCRPC), in partnership with Richland County and the Cities of Mansfield and Shelby, invites qualified consultants or consultant teams to submit proposals to create a **Joint Comprehensive Plan** with a 25-year planning horizon. This plan will serve as a unified, logical, and actionable guide for future preferred development and land use with a focus on enhancing the quality of life for residents. The project will include data collection and analysis, issue identification, public and community participation, and the development of long- and short-range implementation strategies and projects.

Richland County and Cities (Mansfield and Shelby) aim to work together to jointly align goals and long-term priorities for physical growth, development, housing, infrastructure, and conservation. Sharing a common aligned plan will reduce conflict between city and county policies and foster collaborative planning and investment.

The Joint Comprehensive Plan is intended to serve as a valuable tool for decision-makers, including county commissioners, city and county agencies, city staff, planning commissions, city councils, and their advisory committees. The plan will guide the County on how to support new development while preserving the community's unique character, agricultural economy, and sensitive natural resources. It will assist city officials in implementing appropriate development and redevelopment strategies that address both community needs and the increasing demand for services associated with growth.

I. PROJECT OVERVIEW

Located in north-central Ohio, Richland County is home to approximately 124,936 residents (U.S. Census 2020). The county includes a mix of urban, suburban, and rural communities and enjoys a strategic location midway between Cleveland and Columbus, with direct access to major transportation corridors including Interstate 71 and U.S. Route 30. Richland County is part of the Western Reserve region and lies within the Appalachian Plateau, contributing to its varied terrain. Fertile agricultural soils, abundant groundwater, and rivers characterize the county. Clear Fork and Black Fork rivers feeding into the Mohican River system add to the county's natural beauty and outdoor recreation opportunities. The presence of these natural waterways, in turn, creates flooding and stormwater management challenges.

The county comprises three cities, six villages, and eighteen townships. The county's largest city, Mansfield (pop. 47,534), serves as its economic, cultural, and governmental center. Known historically for its role in American manufacturing and innovation, Mansfield, after an

economic downturn, is now embracing new opportunities in health care, education, logistics, and small business development. The city is home to a diverse population and boasts key assets such as the regional campus of Ohio State University at Mansfield, historic downtown architecture, and a growing creative economy.

Shelby, the second largest city in the county, has strong roots in industry and craftsmanship. With a population of approximately 9,000, Shelby blends small-town charm with forward-looking ambition, including recent investments in downtown revitalization, infrastructure upgrades, and community amenities.

Recently, several nearby megaprojects in the Central Ohio region have begun to create ripple effects in Richland County, including rising housing costs and rapid land-use changes—particularly in the southern part of the county, affecting the villages of Bellville, Lexington, and Butler, as well as the surrounding townships. Farmland is increasingly being converted for residential exurban lots, while the urban cores of the legacy cities of Mansfield and Shelby continue to struggle with outdated zoning regulations, a shortage of infill housing options, and missed opportunities for downtown revitalization. This growing planning gap puts Richland County at risk of falling behind.

While the County's existing Comprehensive Plan, was adopted in 2009, and has served as a broad policy document for the regional planning commission, it is not widely used or referenced by other stakeholders. Additionally, the two cities do not have independently adopted comprehensive plans, nor have they adopted the county plan. While many of the principles in the current plan remain relevant, this rewrite will address emerging issues and aim to foster broader engagement and buy-in from local jurisdictions and partners.

It is intended that a new joint plan that reflects the realities of a changing population, shifting development patterns, and new environmental and economic challenges will address current issues and plan for the future. Seeking to align urban infill development and encourage planned growth in the cities with farmland preservation in the townships, the Joint Comprehensive Plan should be built around a smart growth and rural preservation framework in a way that's strategic, equitable, and sustainable across the whole region. The plan must deliver implementable solutions for Richland County, the City of Mansfield, and the City of Shelby. These strategies should align with each jurisdiction's local priorities, available resources, and community capacity to ensure meaningful and achievable outcomes.

For this planning effort, to the degree practicable, the recently completed comprehensive and land use plans for the Village of Lexington and the City of Ontario will inform the priorities for those communities. Other smaller villages and townships (13 of 18 townships have township zoning) will be relying on the County Plan for guidance and basis for zoning compliance with the Ohio Revised Code.

The proposed planning process shall be guided by strong public participation and input that will provide a forum for open discussion of focus areas as well as a tool for educating the public. The consultant will develop a strategy tailored for regional input on county-wide issues while capturing the local perspective of Mansfield and Shelby.

An implementable comprehensive plan will:

- Prioritize actionable steps that can be undertaken in the short, medium, and long term by the County and Cities.
- Connect goals to tools - such as zoning, infrastructure investment, funding strategies, and partnerships.
- Foster collaboration and ownership among the county, municipalities, townships, agencies, and residents by offering a shared roadmap for growth.
- Guide decision-making for current and future land use needs, housing, infrastructure, economic development, and natural resource protection.
- Provide GIS inventories and analysis of existing land uses, land availability, and preferred development patterns.

The selected consultant will be responsible for analyzing and developing actionable recommendations for the following key planning priorities :

1. Infrastructure Planning and Annexation Strategy – Where appropriate, recommend investments in governmental services, including infrastructure to support future land use. Encourage cooperative annexation strategies that strengthen township–city relationships and promote coordinated service delivery.
2. Agricultural Land – Evaluate County and township policies to achieve a balanced approach between preserving agricultural land, protecting individual landowner rights, and responding to emerging development pressures—such as subdivision activity, farming regulations, suburban sprawl, and utility-scale energy projects.
3. Open Space, Trails and Recreation – Maximize the potential for parks, trails and recreational opportunities and connections.
4. Environmental Resilience and Climate Adaptation – Address vulnerabilities to flooding, severe storms, and other climate-related hazards with strategies that build long-term resilience.
5. Housing, Access, and Opportunity –Conduct an assessment of land use needs for residential development to ensure sites can support diverse housing options, provide access to essential services, and foster economic opportunities for all residents.
6. Industrial Site Planning, Housing, and Workforce Connectivity – Assess opportunities to align additional industrial sites with housing, transportation network, workforce mobility, and utilities.
7. Revitalization of Neighborhoods and Corridors – Identify built form strategies and character enhancements to support revitalization efforts across key commercial corridors and residential neighborhood areas in the cities.
8. Downtown Master Plans – Identify the types of development and redevelopment opportunities in Mansfield and Shelby downtown to leverage existing buildings, open space, infrastructure, and economic opportunity.

CURRENT PLANS

The following current plans are available for consultation

- 2035 Comprehensive Land Use Plan for Richland County (2009)
- Direction Looking Forward 2050 (Richland County Long Range Transportation Plan)
- Richland County Strategic Activities Development and Implementation Plan
- Richland County Housing Needs Assessment (January 2023)
- Richland County Health Assessment (2023)
- US 30 Corridor CEDS (2022)
- Richland County Branding (2021)
- Campus Business District Town Center Framework Plan (2016)
- Various transportation studies completed and in progress
- Mansfield Rising (2019)
- Lexington Comprehensive Plan (2023) and Ontario Comprehensive Plan (2024)
- Zoning Code/Maps, subdivision and stormwater regulations
- City of Shelby Economic Development Action Plan and City of Shelby Strategic Plan

II. SCOPE OF SERVICES

The scope of services is developed for the purpose of guiding the consultant in the development of a proposed scope of work for the project. Flexibility is allowed in terms of project approach and plan contents. RCRPC welcomes an innovative and creative approach from the consultant in developing and finalizing the scope of work:

TASK 1: Project Management and Coordination

The Consultant shall provide over-all team project management, QA/QC review of documents, and provide support services as needed. Activities include a project kick-off meeting, management and oversight of the activities and products produced by the Consultant team members, and management of the Plan. Consultant shall coordinate delivery of the Consultant team's products, provide technical support during staff review of products and communicate needed revisions to the Consultant team. The Consultant shall determine which of the tasks outlined in this Scope must occur simultaneously rather than sequentially for the project to remain on schedule and assign tasks to team members accordingly. Consultant shall communicate with all team members as needed to effectively manage the delivery of the services provided by each firm and will be responsible for maintaining the content of the project schedule, adjusting as needed, and communicating delivery schedule updates to team members.

Task 1.1: Provide overall project management

Task 1.2: Develop a Draft Work Plan

Task 1.2: Conduct an in-person kickoff meeting with project partners to discuss project, understand existing conditions, plans and ongoing planning activities

- Physical tour (timing to be discussed)
- Establish key milestones, deliverables and communication protocol

Task 1.3: Provide regular updates, including biweekly/monthly conference calls and monthly progress reports to RCRPC

Task 1.4: Collect Relevant Documents and GIS Data

Deliverables:

- a) Project work plan, project schedule, task milestones, and fee estimate phasing .
- b) Timely and thorough revisions when requested by staff.
- c) Biweekly meeting minutes, monthly progress report and invoicing.
- d) Kickoff meeting with project partners

Task 2: Stake holder and Public Engagement

The Consultant shall develop a Public Engagement Plan (PEP) for the Comprehensive Plan. The PEP will include the provision of on-line opportunities for public input by establishing an interactive project website and use of social media. The Consultant shall provide on-line surveys and maps, prepare necessary materials, exhibits, presentations, notices and handouts for meetings with the Steering Committees and public. Consultant shall take minutes and record verbal and documented comments from the public, staff and elected officials and keep a record of how comments were addressed in subsequent revisions to the Comprehensive Plan; The PEP will define a process for providing residents with broad opportunities to be involved in the Comprehensive planning process. Outreach methods that will be used are described below.

- Design and execute a robust, inclusive two-pronged public engagement strategy to engage and promote to county-wide participants as well as residents of Mansfield and Shelby
- Identify and engage steering committee, stakeholder and focus groups
- Utilize tools such as workshops, open houses, surveys, and online platforms
- Facilitate the planning process to devise a unifying vision

To ensure outreach to stakeholders, staff from RCRPC and the cities will help identify and provide the contact information for its members' network, community partners, state and federal agencies, additional department staff, committee members, Richland County, Cities, Townships, and other stakeholders. The Consultant shall create an engagement strategy for those entities that impact the plan outcomes like local review agencies, conservancy advocates, businesses, etc.

The consultant and staff will mutually agree on three rounds of public engagement with location of open houses and community events geographically dispersed around the county and in the City of Mansfield and Shelby to facilitate participation by a broad cross-section of the public.

Deliverables:

- a) Public Engagement Plan
- b) Interactive project website and social media tools with branding
- c) Establish steering committee and develop stakeholder lists
- d) Conduct public engagement
- e) Provide meeting materials, announcements, handouts; minutes, record of public comments and responses
- f) Meet with RCRPC staff and city staff as needed
- c) *Presentations to elected bodies (optional additional service if approved)

Task 3: Existing Data Collection and Analysis

To understand the baseline conditions and trends that will inform the plan, the consultant will review and analyze existing trends, plans, zoning codes, quantitative and qualitative demographic and economic data

Task 3.1: Collect and analyze historic demographic and socio-economic data

Task 3.2: Collect and review existing planning documents

Task 3.3: Review relevant policies and procedures of the county, townships, cities, villages and agencies

Task 3.4: Conduct existing land use inventory and character type mapping.

Task 3.5: Evaluate existing infrastructure, housing stock, natural resources, economic conditions, community facilities, transportation systems and other relevant factors.

Deliverables:

- a) Story map of existing conditions, landuse and demographics
- b) Analysis and report of existing plans and accomplishments
- c) Existing conditions report

TASK 4: Plan Elements Development

In this task the consultant shall start conducting the various planning and analysis efforts to inform the Comprehensive Plan. The analysis completed for each plan element will include a range of tasks to define recommendations and outcomes. These tasks may include GIS mapping activities to display plans and outcomes, research to understand available funding programs and tools, or the calculation of future needs. Through these efforts, appropriate updates plan elements will be identified.

Task 4.1: Develop a clear articulation of the shared vision, principles and overarching goals that will guide future growth and development. These will form the basis of the plan framework and plan elements.

Task 4.2: Develop future growth projections for demographics, workforce, housing needs, economic growth, travel patterns, and other relevant factors.

Task 4.3: Provide a needs assessment of demographic, economic, land use, utility and infrastructure that influence planning decisions and community opportunities

Task 4.4: Develop future land use scenarios alternatives, with analysis of capacity to accommodate different uses and to map alternative development patterns for the county and the cities. Based on feedback develop a preferred option

Task 4.5: Identify potential redevelopment/growth areas and identify potential development types.

- *Provide targeted analysis and recommendations for identified specific areas of the city and county where significant change in the built environment is expected or desired. (optional additional service if approved)
- *Utility review for subareas (optional additional service if agreed)

Task 4.6: Provide policies and recommendations pertaining to future land use for Richland County, with a needed focus on the two cities. This should address at the minimum:

- o Housing and neighborhood development
- o Economic development
- o Transportation, community facilities and utilities planning
- o Environmental conservation and open space planning
- o Agricultural and rural preservation
- o Annexation strategies

Task 4.7: *Provide recommendations for updates or additions to existing regulatory processes, policies, or documents, including subdivision regulations and zoning resolutions, to ensure alignment with the goals and strategies outlined in the Comprehensive Plan and to support its effective implementation (optional additional service if approved)

Deliverables

- a) Vision and goals development
- b) Report on future socio-economic trends and growth scenarios
- c) Draft and Final needs assessment
- d) Landuse scenarios and character type future land use mapping
- e) Identified subarea plans (if approved)
- f) Policy audit report (if approved)

TASK 5: PLAN DESIGN:

The design and layout of the Comprehensive Plan is an important component of the planning process. The selected consultant is expected to create a user-friendly product using GIS mapping, illustrative renderings, and other visualizations at a variety of scales to graphically depict pertinent information for each element of the Plan. The final plan will include stand-alone sections for Mansfield and Shelby that can be independently referenced as a working document by these cities

Task 5.1: Early in the process develop a preliminary plan framework that communicates the plans vision and goals and plan structure for review, comment, and refinement as needed.

Task 5.2 Using the data collected and analysis completed through the previous tasks, a draft Comprehensive Plan will be developed for review, comment, and refinement as needed

Task 5.3 As part of draft plan an implementation matrix will be developed with timelines, roles, and performance indicators and critical paths for project development, ensuring continued support for and usage of the Comprehensive Plan

Task 5.4 Following public engagement a final plan will be developed for review, comment, and refinement as needed

Deliverables

- Project webpage and story map with final plan
- Draft Plan for public and stakeholder review (editable word and PDF)
- Final Plan, including executive summary and graphics (editable word and PDF)
- Presentation of updates on the Plan at public meetings and to stakeholders
- Meeting materials and data gathered through various engagement strategies
- Updated base layers, maps compatible with ESRI GIS system

It is anticipated that a Steering Committee will be formed to guide the Comprehensive Plan process. In addition, focus stakeholder groups will be identified with the help of the consultants. The Consultant will work under the direction of the RCRPC Executive Director. RCRPC will provide all available existing documentation to the consultant and will make staff available for input on an as-needed basis. The consultant will schedule, coordinate, and make all necessary arrangements for public engagement, including but not limited to meetings, hearings, focus groups, surveys, and events required by the consultant during the course of the project. All documents, including initial findings, public meeting materials, surveys, drafts, etc., will be reviewed by the staff, and the Committee prior to being released.

Attachment “A” Scope of Work

Task 1.1 -Engagement and Educate

American Structurepoint will engage in Comprehensive Plan for Richland County, Ohio including multiple cities and unincorporated areas. The result will be three unified but separate plan documents to be completed on a coordinated and singular timeline in these three phases:

- Educate (Existing conditions analysis)
- Explore (Alternatives development)
- Empower (Plan finalization)

While these plans will be separate deliverables, the proposed coordinated process will ensure that the goals developed for the plans are integrated into comprehensive plan’s critical action path that is discussed further under the heading “Critical Path Strategies,” later in the scope of services. This approach also creates cost-sharing opportunities to combine activities and public meets to reduce the overall cost of the project, which is reflected in the fee schedule outlined below.

Running concurrently with these phases will be an all-encompassing “Engagement” task that will involve public and stakeholder outreach. These items are discussed below.

ENGAGE

The objective of this task is to identify the methods by which the Plan seeks input from citizens and stakeholders, as well as to help them view the potential of the Plan to impact their lives and livelihoods. A variety of outreach methods will be applied, some in-person, some virtual. This phase will run the length of the entire planning processes, and includes the following deliverables:

- Communications Plan. Early in the process, the consultant team will develop a communications plan and associated branding and strategies, in order to provide clear channels of back-and-forth communication with the client, stakeholders, the public, and the project team. This plan will outline social media channels and frequency of communication, as well as clarify media and public communication procedures. In addition to the outreach techniques stated below, other methods will be proposed following discussion with the client and the study review committee, potentially including staff or volunteer attendance at public events (e.g., a booth at a public event) to promote the planning process and receive input.

The timing and associated outreach for the public meetings (discussed in other tasks) will also be clarified in this document.

- **Formation of a Review Committee.** This committee will continually meet during all phases of the project, providing input into scope, data, values, vision, and implementation items for each plan. This committee will be diverse in terms of representation, and include members from local government, economic development organizations, representatives of the respective subarea plans, and other city stakeholders as appropriate.
- **Stakeholder Outreach.** The objective of this task is to identify how affected stakeholders view the potential of the three plans to impact their outcomes, for better or for worse. In order to more efficiently garner input, a preliminary list of stakeholders will be developed, potentially including representatives from the following groups:

Business organizations, (Chamber of Commerce)
 Downtown interests
 Community social services
 Education
 Economic development officials
 Industrial businesses/owners
 Planning, transportation, public works, etc.

- **Public Engagement.** We will hold a series of in-person meetings, open to the public, to discuss community members vision for the future, current issues and challenges, and desired enhancement to the County as a whole, multiple cities and unincorporated areas. Per the development of a communications plan, we are also able to utilize a number of alternative engagement techniques in addition to “traditional” town hall meetings, such as plan ambassadors (mini-stakeholder led engagement meetings), virtual meetings, attendance at local events/community fairs, etc.
- **Surveys.** Consistent with the communications plan, the consultant will develop online surveys for additional citizen outreach activities to supplement in-person meetings.

Phase 1: EDUCATE

During this phase, information will be gathered and assembled into a series of analyses for identifying community assets and liabilities for the community as a whole and for the Richland County Comprehensive Plan including the Cities and unincorporated areas. Several quantitative methods will be applied to inform subsequent discussions about the County’s residential, employment, shopping, and recreational areas. Based on these activities and other available data, a survey of existing conditions will be compiled, including consultation with citizens in public workshops. Items to be considered include, at a minimum, the following:

A. Initial Client Consultation. This will provide an opportunity to clarify expectations and answer questions about tasks, schedules, data, and deliverables for all three of the studies.

B. Community Conditions. Based on stakeholder input and available data, a survey of existing conditions will be compiled, including consultation with citizens in a public workshop. Items to be considered include the following items:

Land Use
 Government and Fiscal Capacity
 Public Facilities and Services
 Placemaking
 Community Wellness
 Culture
 Education
 Economic Development
 Housing
 Transportation
 Agriculture
 Natural Resources
 Parks and Recreation
 Historic and Archaeological Resources
 Hazard Mitigation

Deliverables for this phase include:

County-wide Plan includes multiple cities and unincorporated areas:

- Public outreach meeting #1, to discuss existing conditions in the County, Cities, and major employment bases and districts;
- Steering committee meetings #1 and #2. The first meeting will be a kickoff of the study review committee to bring them up to speed on the study and its objectives; the second meeting will discuss impression and existing conditions within the community.

Comprehensive Plan Specific Deliverables

- Existing conditions document, including the elements described above for both the community and the employment districts.
- Annotated outline to clarify content for the plan and identify critical path strategy integration.

Milestones Completed:

Project Kickoff Meeting and Project Management Plan-Discussion

Existing Land Use and Infrastructure Analysis-Review of Base Analysis/Fun Facts

Baseline Assessment of Existing Data

Days in Richland County (Trip 1)-Discussion on Dates and Coordination

-Physical Tour

-Advisory Group Meeting #1

-Stakeholder Meetings

Prepare Existing Condition Report

Public Engagement Summary Presentation

Phase 2: EXPLORE

This phase will develop different concepts demonstrating alternative priorities for the development of the community. Components of this phase include:

A. Development of Vision and Key Goals. Revealed through discussions with the community, the vision statement will serve as a guide for what the study area wants to become in the next 10-20 years. Under that will be a series of topic-specific goal statements that support the vision statement. Our team will dive deeper into the development of supporting objectives and/or policy statements, followed by strategies for achieving the vision and goals.

B. Alternatives development. Up to three (3) scenarios for the future development of the community will be developed, and will include the following elements:

- a. Description of how current assets can be leveraged to implement each option
- b. Maps, pictures, or illustrations
- c. List of funding sources both private and public
- d. List of possible partnerships
- e. List of other available resources and agencies

C. Preferred scenarios. Based upon client feedback, a refined scenario will be developed, reflecting one or a combination of the three alternatives discussed above.

Deliverables Include:

- Public outreach meeting #2, to gain feedback on the proposed alternatives for all three plans.
- Steering committee meeting #3. This in-person meeting will be held to discuss the development and evaluation of the alternatives.

Comprehensive Plan Specific Deliverables

- Alternatives document, with sufficient detail to characterize and differentiate the benefits and costs of each alternative.

Milestones Completed:

Days in the County (Trip #2)

-Advisory Group Meeting #2

-Public Government Building or Attendance at a Community Event and SeekBeak Site

Future Land Use Scenarios

Vision and Goals Development

Drafting of Plan Elements (Discussion on any key plan elements to be prioritized, i.e., Housing, Transportation, Economic Development)

Draft Maps and Development Scenario Plans

Advisory Group Meeting #3

Phase 3: EMPOWER

Pulling from the evaluation and steering committee #3 meeting (above), the plan will be finalized, and implementation strategies developed. Components of this phase include:

A. Draft Plan Recommendations. This includes any maps, renderings, or sketches necessary for effective communication of the plan's elements. Each strategy will outline specific action steps and corresponding implementation elements including timetables, general cost estimates, financial tools, legal tools, and manpower tools.

B. Critical path Strategies. Our team will use the public's input on strategy prioritization to identify the critical path strategies. All of the projects and programs are important, but the critical path strategies are actions that should be initiated and completed first, as top priorities. The critical path strategies are a combination of short-term, affordable projects while others are long-term projects that may require an extended timeframe, additional funding, or additional staff resources to complete. To assist in implementation, each critical path strategy matrix will highlight the related goals, action items, people or organizations to involve, estimated timeframes and cost, and funding resources to consider.

C. Plan Finalization. Typically, as a plan becomes finalized, there are minor modifications that need to be made in order to reach final consensus. Our team will guide the associated municipalities through the adoption process. We can create presentation materials and attend the adoption meetings as necessary.

Deliverables Include:

- Steering committee meeting #4. This in-person meeting will be convened to refine the final version of the plan.
- Public review period, allowing enough time for the public to comment on the final version of the plan.

Comprehensive Plan Specific Deliverables

- Final Comprehensive Plan Document, along with any necessary changes necessary to enable adoption by the County and Cities.

Milestones Completed:

Final Future Land Use Map

Comprehensive Plan Creation

Infrastructure and Utility Impacts Identification

Advisory Group Meeting #4

Draft Critical Path Strategies

Advisory Group Meeting #5

Road Show

Plan Finalization, Adoption, and Delivery of Final Document

PROJECT SCHEDULE

		1	2	3	4	5	6	7	8	9	10	11	12
PHASE 1: EDUCATE	Project Kickoff Meeting												
	Project Website												
	Data Analysis, Existing Plan Review												
	Days in the County, Trip #1												
	Physical Tour*												
	Advisory Group Meeting #1*												
	Stakeholder Meetings*												
	City/County Council and/or Redevelopment Commission Meeting*												
	Online Web-based Survey												
	Existing Conditions Report												
	Days in the County, Trip #2												
	Advisory Group Meeting #2*												
	Open House or Attendance at a Community Event*												
	Additional Stakeholder Meetings/Interviews (If Necessary)*												
	Vision and Goals Development												
PHASE 2: DRAFTING	Future Land Use Map Subarea Identification (Subarea Optional)												
	Days in the County, Trip #3												
	Advisory Group Meeting #3*												
	Open House or Attendance at a Community Event*												
	Initial Comprehensive Plan Drafting												
	(Optional) Subarea Planning												
	Draft Future Land Use Section and Future Land Use Map												
	Days in the County, Trip #4												
	Advisory Group Meeting #4*												
	(Optional) Joint Planning Commission and County Council Meeting												
	(Optional) Subarea Plan Finalization + Strategy Identification												
	Comprehensive Plan Drafting												
	(Optional) Utility Review												
	Days in the County, Trip #5												
	Advisory Group Meeting #5*												
PHASE 3: ADOPTION	(Optional) Joint Planning Commission and County Council Meeting												
	(Optional) Zoning Code Audit												
	Implementation Plan												
	Public Dissemination + "Road Show"												
	Website-Based Plan Summary Site												
	Day in County, Trip #6												
	Advisory Group Meeting #6*												
	Plan Finalization and Adoption												

*Indicates that task and its price is totaled under the Days in the County line item above it.