

## **MINUTES**

**January 6, 2015**

The minutes of the Fairfield County Regional Planning Commission meeting held at the Fairfield County Courthouse, Commissioners' Hearing Room, 210 East Main Street, Lancaster, Ohio.

Presiding: Kent Huston, President

Present: Zack DeLeon, Joel Denny, Todd Edwards, Gail Ellinger, Ivan Ety, Jim Hochradel, Doug Ingram, Larry Joos, Dean LaRue, Harry Myers, Jerry Rainey, Dan Singer, Jason Smith, John Snook, Phil Stringer, Ira Weiss, Jeff White, Dave Levacy (County Commissioner), Carri Brown (County Administrator), Holly Mattei (Executive Director), James Mako (Senior Planner), and Gail Beck (Adm. Asst).

### **ITEM 1. MINUTES**

The Minutes of the December 2, 2014 Fairfield County Regional Planning Commission meeting were presented for approval. Ira Weiss made a motion for approval of the minutes. Doug Ingram seconded the motion. Motion passed.

### **ITEM 2. PRESIDENT'S REPORT**

Kent Huston welcomed everyone to the meeting. Kent introduced new RPC member, Jeff White, representing Bremen. Kent asked everyone to be careful outside because of the cold weather and wished everyone a Happy New Year.

### **ITEM 3. PRESENTATION**

A presentation was given by James Mako on CDBG and Fair Housing.

### **ITEM 4. SUBDIVISION ACTIVITIES**

Holly Mattei presented the following report:

**ITEM 4a. SUBDIVISION:** 1949 Tent Road – Variance to Section 2.4 – Minimum Lot Size Requirements

**OWNER/DEVELOPER:** Rushcreek Presbyterian Church

**SURVEYOR/ENGINEER:** A & E Surveyors

**LOCATION AND DESCRIPTION:** Located between Pleasant Township and Rushcreek Township, Sections 24/25, Townships 17/18, Ranges 15/16. The applicant is requesting to split the lot into two smaller parcels separating the existing cemetery from the parcel. The smaller parcel will need a variance to section 2.4 of the Subdivision Regulations minimum lot size of 30,000 feet.

**SUBDIVISION REGULATIONS COMMITTEE COMMENTS:** The Subdivision Regulations Committee recommends approval of the variance subject to the following conditions:

1. We need verification of the ownership of the .087 acre area described as U.P. Church Property on the survey. It appears, per the survey for the .649 acre parcel, the .087 acre area will be a part of the .649 acre parcel. GIS shows this area being owned by Archer.\*
2. Prior to the lot split being approved by RPC staff, the township zoning inspector must sign the blue form for the .649 acre parcel indicating that the proposed parcels complies with the township zoning.
3. We will also need Health Department approval prior to the lot split being approved.\*\*
4. An access easement that meets the requirements of the County Engineer's office must be provided.\*\*\*

\*The applicant has reviewed the survey with the map room. The map room verified that the survey is correct and the church owns the .087 acre area in question. Once the survey and legal description are recorded the GIS system will be updated.

\*\*The Health Department provided an email to RPC staff indicating that the variance is acceptable. Prior to the lot split being approved by RPC Staff, the Health Department must sign the blue forms approving the splits.

\*\*\*The applicant's surveyor has been notified that an access easement is needed along the 1.001 acre parcel.

A motion was made by Gail Ellinger to approve the Subdivision Regulations Committee recommendation. Zack DeLeon seconded the motion. Discussion followed regarding the cemetery. Dan Jones with the Rushcreek Presbyterian Church was present at the meeting and asked to speak. He stated that they are in the process of having a surveyor work on the easement. After discussion, a vote was taken and the motion passed with Joel Denny abstaining.

Holly Mattei presented the following report:

**ITEM 5. CONTRACT FOR ADMINISTRATIVE SERVICES FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FY 2014 CDBG ALLOCATION PROGRAM**

The following is the contract for the administration of the CDBG FY 2014 Allocation and Neighborhood Revitalization Programs. The proposed contract includes the following services: Application Preparation; Citizen Participation; Fair Housing Activities; Project Management and serving as the County's Designated Agent for CDBG Activities. These services are for both the Allocation and Neighborhood Revitalization Programs. The proposed contract amount is \$44,800.

The RPC Executive Director is requesting approval of the CDBG FY 2014 CDBG Allocation Program Contract.

**FAIRFIELD COUNTY, OHIO, AND THE FAIRFIELD COUNTY REGIONAL PLANNING COMMISSION CONTRACT TO PROVIDE SERVICES FOR THE FISCAL YEAR 2014 CDBG ALLOCATION AND NEIGHBORHOOD REVITALIZATION PROGRAM**

This Contract entered into on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by Fairfield County, Ohio, hereinafter referred to as the 'COUNTY' and the Fairfield County Regional Planning Commission, hereinafter referred to as the "RPC".

WITNESSETH THAT:

WHEREAS, Fairfield County intends to enter into a contract with the State of Ohio pursuant to Title I of the Housing and Community Development Act of 1974, as amended to date, and

WHEREAS, Fairfield County desires to engage the RPC to render and perform certain services in connection with the Community Development Program in order to facilitate the administration and other work items of the program.

**SECTION I  
SCOPE OF SERVICES**

The RPC shall provide to the COUNTY the following services during the term of this Contract:

1. **APPLICATION PREPARATION.** The RPC will be responsible for the development and preparation of the COUNTY'S FY 2014 CDBG Allocation Program and FY 2014 Neighborhood Revitalization Program Grant Application. The RPC shall insure its submission to OCD and its subsequent approval by OCD.

CONTRACT FOR ADMINISTRATIVE SERVICES - Continued

2. **CITIZEN PARTICIPATION ACTIVITIES.** The RPC will advise the COUNTY on citizen participation activities for CDBG programs. The RPC will attend, participate in, and/or conduct the citizen participation activities.
3. **FAIR HOUSING ACTIVITIES.** The RPC will be responsible for carrying out the COUNTY'S fair housing program. The RPC will advise the COUNTY on required affirmative action program elements and conduct required analysis/surveys to determine impediments to fair housing in Fairfield County. The RPC will also implement the adopted fair housing program including, but not limited to, intake of complaints, conducting training sessions and developing and distributing fair housing information and materials. The RPC will continue to provide a staff person to be designated as a fair housing coordinator. This person currently is James Mako.
4. **PROJECT MANAGEMENT.** The RPC shall be the COUNTY'S representative in implementing and overseeing the completion of all project activities. The RPC will be responsible for initiating procurement procedures for the hiring of all engineers/architects, overseeing plan development, preparation and/or review of bid documents, bidding, conducting pre-construction conferences, contracting, Davis-Bacon prevailing wage enforcement, review of all contractors' billing invoices, and enforcement of project site inspection. All other Project Administration activities are normally carried out by the project's architect, engineer, attorney, real estate appraiser or similar professional or technician. If requested to be carried out by the RPC, such services shall be performed as an additional cost item not included within the compensation amount of this agreement, at the normal hourly rate schedule of the RPC, such cost item(s) to be paid from the CDBG program's individual activity project budget(s). Costs associated with advertising of public notices (legal and non-legal) are not covered under this agreement and should be paid from individual activity budget amounts and/or other COUNTY CDBG administration or other funding sources.
- 5/6. **PERFORMANCE REPORTS AND DESIGNATED AGENT.** RPC staff will serve as the COUNTY's designated agent to coordinate and represent the COUNTY on all CDBG matters with the State of Ohio, Office of Community Development, attending and assisting with the final close out audit for the FY 2014 CDBG Program, and all other related services required to carry out the FY 2014 CDBG Program.

SECTION 2  
COMPENSATION AND METHOD OF PAYMENT

The COUNTY shall pay the RPC an amount not to exceed \$44,800 (\$22,800 Allocation and \$22,000 Neighborhood Revitalization Program) for activities 1 through 6. These monies shall be paid in accordance with Appendix A upon receipt of invoices from the RPC, and upon subsequent receipt, or in anticipation of receipt, of CDBG funds reserved for the program from the U.S. Treasury or State of Ohio Treasury in accordance with all applicable laws and

CONTRACT FOR ADMINISTRATIVE SERVICES – Continued

regulations. The RPC agrees to use its best efforts to perform the services specified in this Agreement within such estimated compensation. The COUNTY shall not be obligated to reimburse the RPC for compensation in excess of \$44,800.

SECTION 3  
TERM OF CONTRACT  
TERMINATION PROVISIONS

The services to be performed by the RPC under this contract are those specified in the scope of services section. In this regard, it is hereby acknowledged that, due to the ongoing and continuing nature of the CDBG program, any work performed by the RPC prior to the date of this contract relative to ongoing CDBG administration shall be eligible for reimbursement to the RPC, including “pre-agreement” costs as are specifically deemed to be reimbursable expenses under the CDBG program.

The COUNTY and the RPC may exercise an option to renew this Contract as necessary. This Contract may be terminated at any time by mutual written consent of the COUNTY and the RPC, or by sixty days written notice of either party.

SECTION 4  
GENERAL PROVISIONS

Adherence to State and Federal Laws. The RPC agrees to comply with all applicable federal, state, and local laws, regulations, directives, guidelines, approved state plans, the Community Development Block Grant Handbook, and the COUNTY’S grant agreement B-F-13-1AV-1.

Conflict of Interest. The RPC will abide by the provisions that no member, officer, or employee of the RPC, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities, who exercises any functions or responsibilities with respect to the program, during the tenure or for one thereafter, shall have any direct or indirect interest in any contractor, subcontractor, or the proceeds thereof, financed in whole or in part with Title I grants.

Equal Employment Opportunity. During the performance of this Contract, the RPC agrees as follows:

- a) The RPC will not discriminate against any employee or applicant for employment because of race, creed, sex, color, national origin, age, handicap or familial status. The RPC 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, national origin, age, handicap or familial status. Such action shall include, but not be limited to, the following:

CONTRACT FOR ADMINISTRATIVE SERVICES – Continued

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. The RPC agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the COUNTY setting forth the provisions of this non-discrimination clause.

- b) The RPC will in all solicitation or advertisements from employees placed by or on behalf of the RPC, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, national origin, age, handicap or familial status.
- c) The RPC will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contract or subcontracts for standard commercial supplies or raw materials.
- d) The RPC 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.
- e) The RPC will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts, by the COUNTY for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- f) In the event of the RPC's noncompliance with the noncompliance clauses of this Agreement or with any of such rules, regulations or orders, this Agreement may be canceled, terminated or suspended in whole or in part and the RPC may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rules, regulations, or orders of the Secretary of Labor, or as otherwise provided by law.
- g) The RPC will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The RPC will take such action with respect to any subcontract or purchase order as the COUNTY may direct as a means of enforcing such provisions including sanctions for noncompliance: provided, however, that in the event the RPC becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the COUNTY, the RPC may request the United States to enter into such litigation to protect the interests of the United States.

Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall on the grounds or race, color, national origin, creed, sex, age, handicap or familial status be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any

CONTRACT FOR ADMINISTRATIVE SERVICES – Continued

program or activity receiving federal financial assistance.

Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the grounds of race, color, national origin, sex, creed, age, handicap or familial status be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

“Section 3” Compliance in the Provision of Training, Employment and Business Opportunities.

- a) The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
- b) The parties to this contract will comply with the provisions of said Section 3 and regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the department issued there under prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- c) The contractor will send to each labor organization or representative or workers with which he has a collective bargaining agreement or other contract or understanding, if any, notice advising the said labor organization or worker’s representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- d) The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CF Part 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

Reports and Information. The RPC, at such times and in such forms as the COUNTY may require, shall furnish the COUNTY such periodic reports as it may request pertaining to the work

CONTRACT FOR ADMINISTRATIVE SERVICES – Continued

or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.

Records and Audits. The RPC shall maintain accounts and records including personnel, property and financial records, adequate to identify and account for all costs pertaining to the contract and such other records as may be deemed necessary by the COUNTY to assure proper accounting for all project funds, both federal and non-federal shares. These records will be made available for audit purposes to the COUNTY or any authorized representative, and will be retained for three years after the expiration of this Contract unless permission to destroy them is granted by the COUNTY.

Copyright. No report, maps, or other documents produced in whole or in part under this CONTRACT shall be the subject of any application for copyright by or on behalf of the RPC.

Lobbying. The RPC certifies to the best of his or her knowledge and belief that:

- a) No federal appropriated funds have been paid or will be paid, by or on behalf of the RPC, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement;
- b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, or an officer or employee of congress in connection with this federal contract, grant, loan or cooperative agreement, the RPC shall complete and submit Standard form - LLL, "Disclosure Form to Report Lobbying", in accordance with its instruction; and
- c) The RPC shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans and cooperative agreement) and that all subcontractors shall certify and disclose accordingly.

IN WITNESS THEREOF, the parties have executed this CONTRACT at Lancaster, Ohio, on the day and year set forth above.

FAIRFIELD COUNTY, OHIO

\_\_\_\_\_  
Carri Brown, County Administrator

Date: \_\_\_\_\_



CONTRACT FOR ADMINISTRATIVE SERVICES – Continued

FAIRFIELD COUNTY REGIONAL  
PLANNING COMMISSION

\_\_\_\_\_  
Kent Huston, President

Date: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Jason Dolin, Assistant Fairfield County  
Prosecuting Attorney

Date: \_\_\_\_\_

CERTIFICATE OF COUNTY'S FINANCIAL OFFICER

ATTEST:

I, Jon A. Slater, Jr., Auditor, Fairfield County, hereby certify that the money to meet this contract has been lawfully appropriated for the purpose of the contract and is in the process of collection to the credit of the appropriate fund free from prior encumbrance.

\_\_\_\_\_  
Auditor

\_\_\_\_\_  
Date

SEAL:

CONTRACT FOR ADMINISTRATIVE SERVICES – Continued

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CERTIFICATE OF COUNTY'S ATTORNEY

ATTEST:

I, the undersigned, \_\_\_\_\_, the duly authorized and acting legal representative of Fairfield County, Ohio, do hereby certify as follows:

I have examined the attached contract and the manner of execution thereof, and I am of the opinion that the aforesaid agreement has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions and provisions thereof.

\_\_\_\_\_  
Signature  
Assistant Prosecuting Attorney

\_\_\_\_\_  
Date

CONTRACT FOR ADMINISTRATIVE SERVICES - Continued

Appendix A

Payment Schedule

The RPC shall submit invoices to the County for all services performed in fulfillment of this Contract according to the schedule presented below, and the County shall thereupon issue payment for such services according to the schedule upon satisfaction of the completion of the services indicated.

<b>Service</b>	<b>Payment</b>
1. Upon the completion and submission of the CDBG FY 2014 Application and NRP application to OCD. This includes the citizen participation activities required to complete the application (Activities 1 and 2 in Scope of Services).	\$5,000 Allocation (Lump Sum) \$5,000 NRP (Lump Sum)
2. The Fair Housing Activities will be billed on an hourly basis with a not to exceed amount (Activity 3 in Scope of Services).	\$5,000 Allocation (hourly not to exceed)
3. The costs of carrying out the project management services and serving as the County's designated agent will be billed on an hourly basis with a not to exceed amount (Activities 4,5,6 in the Scope of Services).	\$12,800 Allocation (hourly not to exceed) \$17,000 NRP (hourly not to exceed)

A motion was made by Ira Weiss to approve the CDBG FY 2014 CDBG Allocation Program Contract. Doug Ingram seconded the motion. Motion passed with Carri Brown and Dave Levacy abstaining.

Holly Mattei presented the following bills for payment:

**ITEM 6.      BILLS**

530005	CONTRACT SERVICES - OTHER	\$ 360.36
543000	REPAIR AND MAINTENANCE	\$ 80.24
558000	TRAVEL & EXPENSES	\$ 182.64
	TOTAL	\$ 623.24

A motion was made by Todd Edwards to approve the bills for payment. Jerry Rainey seconded the motion. Motion passed.

**ITEM 7.      OTHER BUSINESS**

Holly Mattei invited everyone to attend the Zoning Training to be held on January 29, 2015 at the Fairfield County Agriculture Center. She said that Jim Hartzler will speak about the basis for zoning and the difference between zoning codes and subdivision regulations.

There being no further business, a motion was made to adjourn the meeting by Todd Edwards and seconded by Jim Hochradel. Motion passed.

Minutes Approved By:

\_\_\_\_\_  
Kent Huston, President

\_\_\_\_\_  
Mary K. Snider, Secretary