

MINUTES

July 1, 2014

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: Donna Abram, Joel Denny, Gail Ellinger, Rachel Elsea, Larry Joos, Harry Myers, Larry Neeley, Peter Rockwood, Mary Snider, Ira Weiss, Bill Yapple, Dave Levacy (County Commissioner), Bob Clark (County Economic Development Director), Holly Mattei (RPC Director), James Mako (Senior Planner), Courtney Van Dyke (RPC Intern), and Gail Beck (Adm. Asst).

ITEM 1. MINUTES

The Minutes of the June 3, 2014 Fairfield County Regional Planning Commission meeting were presented for approval. Ira Weiss made a motion for approval of the minutes. Pete Rockwood seconded the motion. Motion passed.

ITEM 2. PRESIDENT'S REPORT

Kent Huston welcomed everyone to the meeting.

ITEM 3. PRESENTATION

Amelia Costanzo with the Mid Ohio Regional Planning Commission gave a presentation on the Regional Active Transportation Plan.

ITEM 4. ZONING AMENDMENT

James Mako presented the following report:

ITEM 4a. APPLICANT: Nick Babamov

LOCATION & DESCRIPTION: The property proposed to be rezoned is located on the west side of Old Columbus Road (parcel # 0130053780). The property is 1.13 acres in size.

EXISTING ZONING: The property at Old Columbus Road is zoned R-1 (Rural Residential District). The R-1 District is established to provide areas for the continuance of agriculture as well as large lot single family residential development reflecting very low density and a rural lifestyle. Such development may occur as a transitional area between agricultural and urban areas, and is typically not served by public water or sewer systems.

EXISTING LAND USE: Vacant

PROPOSED REZONING: R-3 (Urban Density Residential District) The R-3 District is established to accommodate a variety of housing types suited to the various life styles of individuals and families, including single and multiple-family residences. The objective is to provide for a diversity of housing opportunity and choice within Greenfield Township. As a result of the higher residential densities, the R-3 District is intended to be used in areas served by public water and sewer.

ADJACENT ZONING

NORTH	R-1 Residential District
EAST	R-1 Residential District
WEST	R-1 Residential District
SOUTH	R-1 Residential District

ADJACENT USE

Single Family Homes
Vacant
Vacant
Vacant

RPC STAFF RECOMMENDATION:

RPC Staff recommends disapproval for the following reasons:

1. The proposed zoning classification is not in line with the Fairfield County Development Strategy and Land Use Plan and the U.S. 33 Corridor Plan. Both of these plans indicate that there are critical resources on this land, which is not compatible with urban density residential zoning classification.
2. There are several single family homes directly across the street from this property. RPC staff is concerned that the proposed multi-family housing would not blend with the existing character of the area.
3. Although the Fairfield County Engineer's office has identified no sight distance issues with this proposed development, RPC staff is concerned with the impact that high density residential uses will have on the existing road network.

APPLICANT: Nick Babamov - Continued

4. The Soil and Water Conservation District has raised several concerns about the proposed development of this site. These include the slope found on the property, storm water detention and the possible impact on the wetlands in the area.
5. In 1999, this property was part of a larger rezoning request to B-1 Business District. The RPC recommended disapproval of this previous rezoning request. The RPC based its recommendation upon concerns with developing within the floodplain and the existing wetlands on this site. There were also concerns with access to US 33 in the future.

A motion was made by Bill Yaple to approve the recommendation of the RPC staff. Joel Denny seconded the motion. Jay Zollars, representing the applicant, was present at the meeting and asked to speak. He discussed the properties in the area and said that, in his opinion, there is no clear definition of what this area is zoned. He also stated that Geotech has done a preliminary study showing that there would be no problem with building on this property. Mr. Zollars also stated that the applicant is willing to follow all the guidelines regarding the leach and runoff standards. Nick Babamov, the applicant, had some pictures of what could be built on the property with the slope which he felt would not cause an impact on the land. He distributed the pictures to the RPC members for their review. Mr. Babamov also stated that, if the rezoning is approved, they are planning to build an eight unit building on the property. After discussion, a vote was taken and the motion passed with Larry Joos abstaining.

Holly Mattei presented the following report:

ITEM 5. CONTRACT FOR THE DEVELOPMENT OF A TARGET AREA PLAN FOR THE FAIRFIELD COUNTY LAND REUTILIZATION CORPORATION

The Fairfield County Land Reutilization Corporation, also referred to as the Land Bank, has recently been formed. The purpose of this entity is to facilitate the reclamation, rehabilitation, and reutilization of abandoned, vacant, tax foreclosed land and to assist and facilitate activities of governmental entities in clearing, assembling and clearing title to land for economic development purposes.

The Land Bank is need of a Target Area Plan to help identify areas to focus upon to best achieve its goals. The Target Area Plan will be utilized in the Land Bank's daily operations. Also, some grants, such as the Neighborhood Initiative Program from the Ohio Housing Finance Agency, require a Target Area Plan to obtain funding.

Following is a proposed contract that would allow RPC staff to prepare this document for the Land Bank. The RPC staff is recommending the RPC authorize its Executive Director to execute this proposed contract.

**CONTRACT FOR THE DEVELOPMENT OF A TARGET AREA PLAN
A COMPREHENSIVE STRATEGY TO STABILIZE HOME VALUES AND PREVENT
FORECLOSURE**

FAIRFIELD COUNTY LAND REUTILIZATION CORPORATION

Effective Date:	July 1, 2014
Termination Date:	December 31, 2014

CONTRACT AGENCY: Fairfield County Regional Planning Commission
("RPC")
210 E. Main Street
Lancaster, Ohio 43130

MAXIMUM CONTRACT AMOUNT:

THIS AGREEMENT is entered into effective ____ July 1____, 2014 by and between the Fairfield County Land Reutilization Corporation (herein called the "Land Bank") and the Fairfield County RPC (herein called "Contractor") to assist with the development of a Target Area Plan: A Comprehensive Strategy to Stabilize Home Values and Prevent Foreclosure; and

WHEREAS, the Target Area Plan is an essential document for guiding the Land Bank in its daily operations; and

WHEREAS, the Land Bank is also applying for grant funding from the Ohio Housing Finance Agency ("OHFA") for the implementation and operation of the Neighborhood Initiative Program (hereinafter the "NIP") and the Target Area Plan will be utilized within the application for this funding; and

WHEREAS, the Land Bank has selected the Contractor to assist with preparing the Target Area Plan for this application and for other daily activities of the Land Bank; and

WHEREAS, the Land Bank and Contractor wish to set forth the responsibilities and obligations of each for the preparation of the Target Area Plan;

NOW, THEREFORE, it is agreed between the parties hereto that:

I. SCOPE OF SERVICES.

Contractor shall undertake and complete the activities as set forth in Attachment A to this Agreement, which provides a description of each activity including the products to be provided and or services to be performed, and identifies the person or entity providing the services, the location of the activities, the recipients of the service, and the manner and means of the services.

CONTRACT FOR THE DEVELOPMENT OF A TARGET AREA PLAN FOR THE
FAIRFIELD COUNTY LAND REUTILIZATION CORPORATION – Continued

II. STAFFING.

Contractor shall ensure adequate and appropriate staffing to complete the activities in this Agreement. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. Contractor shall at all times remain an “independent contractor” with respect to the services to be performed under this Agreement. The Land Bank shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers’ Compensation Insurance, as the Contractor is an independent contractor.

III. COPYRIGHT.

No report, map or other document produced in whole or in part under this Contract shall be the subject of any application for copyright by or on behalf of the Contractor.

IV. FINDINGS CONFIDENTIAL.

All reports, information and data prepared or assembled by the Contractor are to be released only with the approval of the Land Bank.

V. TIME OF PERFORMANCE.

Activities of the Contractor shall commence and conclude in accordance with the terms of this Agreement.

VI. BUDGET.

The expenditures shall be supported by contracts, invoices, vouchers and other data as appropriate, evidencing the costs incurred. All costs incurred must be fully documented. In addition, the Land Bank may require additional detail budget breakdown. Contractor shall provide such supplementary budget information in a timely fashion in the form and content prescribed by Land Bank. Any amendments to the budget must be approved in writing by both Land Bank and Contractor.

VII. PAYMENT.

The Land Bank shall pay the Contractor an amount not to exceed _____ \$4,000.00 _____. Payments shall be made in accordance with Attachment B.

VIII. NOTICES.

Notices required by this Agreement shall be made in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means (provided that receipt is confirmed). Any notice delivered or sent as

CONTRACT FOR THE DEVELOPMENT OF A TARGET AREA PLAN FOR THE
FAIRFIELD COUNTY LAND REUTILIZATION CORPORATION – Continued

aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

Land Bank
President
Fairfield County
Planning
Land Reutilization Corporation
210 E. Main St.
Lancaster, Ohio 43130

Contractor
Holly Mattei, Executive Director
Fairfield County Regional

Commission
210 E. Main St.
Lancaster, Ohio 43130
Telephone: 740-652-7110
Fax: 740-681-4713
hmattei@co.fairfield.oh.us

IX. MISCELLANEOUS.

A. Governing Law

This Agreement shall be governed by the laws of the State of Ohio as to all matters, including but not limited to matters of validity, construction, effect and performance.

B. Forum and Venue

All actions regarding this Agreement shall be brought exclusively in a court of competent subject matter jurisdiction in Fairfield County, Ohio and the parties agree that venue in such courts is appropriate.

C. Entire Agreement

This Agreement and its exhibits and any documents referred to herein constitute the complete understanding of the parties and merge and supersede any and all other discussions, agreements and understandings, either oral or written, between the parties with respect to the subject matter hereof.

D. Severability

Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.

CONTRACT FOR THE DEVELOPMENT OF A TARGET AREA PLAN FOR THE
FAIRFIELD COUNTY LAND REUTILIZATION CORPORATION – Continued

- E. Amendments or Modifications
Either party may at any time during the term of this Agreement request amendments or modifications. Requests for amendment or modification of this Agreement shall be in writing and shall specify the requested changes and the justification of such changes. The parties shall review the request for modification in terms of the regulations and goals relating to the Project(s). Should the parties consent to modification of the Agreement, then an amendment shall be drawn, approved, and executed in the same manner as the original agreement.
- F. Pronouns
The use of any gender pronoun shall be deemed to include all the other genders, and the use of any singular noun or verb shall be deemed to include the plural, and vice versa, whenever the context so requires.
- G. Headings
Section headings contained in this Agreement are inserted for convenience only and shall not be deemed to be a part of this Agreement.
- H. Assignment
Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned, subcontracted or subgranted by the Contractor without the prior consent of the Land Bank.

IN WITNESS WHEREOF, the parties hereto have executed this Grant Agreement on the date first above written.

Fairfield County Regional Planning Commission

By: _____ Date: _____
Holly Mattei, Executive Director

Fairfield Co. Land Reutilization Corporation

By: _____ Date: _____

Approved as to Form

By: _____ Date: _____
Fairfield County Assistant Prosecuting Attorney

CONTRACT FOR THE DEVELOPMENT OF A TARGET AREA PLAN FOR THE
FAIRFIELD COUNTY LAND REUTILIZATION CORPORATION – Continued

**ATTACHMENT A
SCOPE OF SERVICES**

**SERVICES TO BE PROVIDED BY FAIRFIELD COUNTY REGIONAL PLANNING
COMMISSION**

PREPARE TARGET AREA PLAN

- Work with the Land Bank, local officials and support agencies in determining targeted areas for selective or wholesale acquisition and demolition of vacant and blighted properties.
- Work with the Land Bank to identify the source of properties to be acquired.
- Work with the Land Bank, local officials and support agencies to prepare a maintenance and redevelopment plan for properties within the target areas.
- Coordinate and facilitate public and stakeholder meetings.
- Facilitate open communication with the Fairfield County Land Bank; and present progress reports and other relevant documents for members' review.

**ATTACHMENT B
PAYMENT OF FEES**

The **Fairfield County Land Reutilization Corporation** shall pay the **Fairfield County Regional Planning Commission** an amount not to exceed \$4,000.00 . The cost of Scope of Services shall be based on the inclusive rate of **\$58.20** per hour of service and satisfactorily accounted for on all invoices.

A motion was made by Donna Abram to approve the RPC staff recommendation to authorize the RPC Executive Director to execute the proposed contract. Pete Rockwood seconded the motion. Motion passed.

Holly Mattei presented the following bills for payment:

ITEM 6. BILLS

543000	REPAIR AND MAINTENANCE	\$ 82.81
558000	TRAVEL & EXPENSES	<u> 147.36</u>
	TOTAL	\$ 230.17

A motion was made by Bill Yapple to approve the bills for payment. Donna Abram seconded the motion. Motion passed.

ITEM 7. OTHER BUSINESS

Kent Huston wished everyone a Happy 4th of July.

There being no further business, a motion was made to adjourn the meeting by Bill Yaple and seconded by Ira Weiss. Motion passed.

Minutes Approved By:

Kent Huston, President

Mary K. Snider, Secretary