

## **MINUTES**

**December 6, 2016**

The minutes of the Fairfield County Regional Planning Commission meeting held at the Fairfield County Courthouse, 210 E. Main Street, Third Floor, Lancaster, Ohio.

Presiding: Bill Yaple, President

Present: Betsy Alt, Zack DeLeon, Todd Edwards, Gail Ellinger, Jim Hochradel, Kent Huston, Dean LaRue, Harry Myers, Larry Neeley, Jerry Rainey, Phil Stringer, Ira Weiss, Jeffrey White, Dave Levacy (County Commissioner), Holly Mattei (Executive Director), James Mako (Senior Planner), Loudan Klein (Planner), and Becky Coutinho (RPC Intern).

### **ITEM 1. MINUTES**

The Minutes of the October 4, 2016 Fairfield County Regional Planning Commission meeting were presented for approval. Ira Weiss made a motion for approval of the minutes. Kent Huston seconded the motion. Motion passed.

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

Bill Yaple welcomed everyone to the meeting.

### **ITEM 3. PRESENTATION**

Carrie Woody gave a presentation on the Lancaster Fairfield Public Transit System.

### **ITEM 4. PROPOSED ZONING MAP AMENDMENT**

James Mako presented the following report:

#### **ITEM 4a. APPLICANT:** Harmony Development Group

**LOCATION & DESCRIPTION:** The property proposed for rezoning is approximately 27.69 acres located on the east side of Milnor Road in Violet Township, R 20 T 16 S 27 NE . There are two parcels included within this development, PID #0360093500 and a portion of PID #0360093563.

**EXISTING ZONING:** – R-2 Single Family Residential (Low Density): Land and buildings in the R-2 District shall only be used for the following purposes: 1. Single family dwellings, provided such structures comply with the following requirements: (a) shall be permanently

APPLICANT: Harmony Development Group – Continued

attached to solid foundations; and (b) shall be constructed of conventional building materials equal to or better than materials used in existing buildings in the adjacent area; and (c) shall be subject to real estate tax.

**EXISTING LAND USE:** Single Family Residential

**PROPOSED REZONING:** PD Planned Residential District- It shall be the policy of the Township of Violet to promote progressive and orderly development of land construction thereon by encouraging Planned Residential Districts to achieve:

(a) a maximum choice of living environments by allowing a variety of housing and building types and permitting an increased density per acre and a reduction in lot dimensions, yards, building setbacks and acre requirements;

(b) a more useful pattern of open space and recreation areas and, if permitted as part of the project, more convenience and neighborhood compatibility in the location of accessory commercial uses and services;

(c) a development pattern, which preserves and utilizes natural topography and geologic features, scenic vistas, trees and other vegetation and prevents the disruption of natural drainage patterns;

(d) a more efficient use of land than is generally achieved through conventional development resulting in substantial savings through shorter utility lines and streets.

**PROPOSED USE:** Maximum 55 lot subdivision

**ADJACENT ZONING**

**ADJACENT USE**

NORTH R-2 District -Single Family Residential (Low Density) Single Family Homes  
REC-1 District - Privately Owned Recreation-District Recreation Fields

EAST R-1 District -Single Family Residential (Moderate Density) Hickory Lakes

WEST PD-Planned Residential Development Winding Creek Subdivision

SOUTH City of Pickerington RPR-10  
(Condominium/ Apartment) Lake Forest Subdivision

APPLICANT: Harmony Development Group – Continued

**SUBDIVISION REGULATIONS COMMITTEE COMMENTS:**

1. Phases 1-2 of the Lake Forest Subdivision or Phases 1-3 of the Chesapeake Subdivision must be completed to provide adequate public use prior to platting any phases of this subdivision.
2. A traffic impact study will be required.
3. Sidewalks must be constructed to 5 feet per current ADA regulations.
4. A temporary cul-de-sac will be required for the stub to Hickory Lakes. This is required since the stub is greater than 1 lot deep. This cul-de-sac should be designed based off Exhibit 3A, Appendix A of the Subdivision Regulations.
5. The proposed emergency access must be approved by the Violet Township Board of Trustees in conjunction with the Violet Township Fire Department
6. As stated in the development text, although not shown on the development plan, the developer is proposing a path running north and south to connect to the Lake Forest Subdivision. Upon further discussion at the Subdivision Regulations Committee meeting there may be potential for this path to connect to the Lake Forest subdivision currently under construction to the south. Furthermore, the committee recommends the developer provide a future pedestrian easement along the Milnor Road frontage as well grading of that portion of property to allow for future development of a multi-use path.
7. A permit will be required from the Army Corps. for each proposed stream crossing.
8. Any potential model homes to be constructed must be included on the Construction Drawings.
9. The landscaping plan must also be included within the construction drawings to properly review proposed tree locations.
10. Preliminary drainage calculations must be submitted with the preliminary plan.
11. At time of Preliminary Plan submittal, please follow the requirements set out in Section 3.3.8 of the Fairfield County Subdivision Regulations.

**RPC STAFF RECCOMENDATION**

The development appears to be in agreement with the township and county future land use plan recommendations. RPC Staff recommends approval of the proposed development subject to the Subdivision Regulations Committee comments listed above. The developer of the site should also comply with the requirements of the Violet Township Zoning Resolution.

A motion was made by Kent Huston to approve the RPC staff recommendation. Ira Weiss seconded the motion. Harry Myers asked how many lots are in the existing Lake Forest. James Mako responded that there are 170 total units. There was discussion regarding the fact that the only access to this proposed subdivision is through the Lake Forest subdivision and the

APPLICANT: Harmony Development Group – Continued

proposed Chesapeake subdivision. There was also discussion regarding the emergency access proposed to Milnor Road. Jerry Rainey asked about access to the existing house. Holly Mattei said it would be relocated to one of the subdivision roads. Karl Billisits from Harmony Development Group was present and asked to speak. After this discussion, a vote was taken and the motion passed with Harry Myers abstaining.

James Mako presented the following report:

**ITEM 4b. APPLICANT:** Grand Communities, Ltd.

**LOCATION & DESCRIPTION:** The property proposed for rezoning is approximately 40 acres located on the east side of Milnor Road in Violet Township, Range 20 Township 16 Section 27 NE. There are two parcels included within this development, PID # 0368093560 (approximately 32 acres) and PID # 0360093530 (approximately 8 acres).

**EXISTING ZONING:** REC-1 District - Privately Owned Recreation-District- Facilities used exclusively for outdoor recreational activities which require large areas of open land such as country clubs, golf courses, riding academies, fishing clubs and swimming pools. The REC-1 District is defined as an area wherein an enterprise will have a primary function of selling recreational services and wherein the sale of merchandise shall be strictly limited to such equipment as may be required for the enjoyable pursuit of the sports offered by the facility. In no sense shall the REC-1 District be considered a general mercantile or trade district.

R-2 Single Family Residential (Low Density)- : Land and buildings in the R-2 District shall only be used for the following purposes: 1. Single family dwellings, provided such structures comply with the following requirements: (a) shall be permanently attached to solid foundations; and (b) shall be constructed of conventional building materials equal to or better than materials used in existing buildings in the adjacent area; and (c) shall be subject to real estate tax.

**EXISTING LAND USE:** Agricultural and Recreational

**PROPOSED REZONING:** PD Planned Residential District- It shall be the policy of the Township of Violet to promote progressive and orderly development of land construction thereon by encouraging Planned Residential Districts to achieve:

(a) a maximum choice of living environments by allowing a variety of housing and building types and permitting an increased density per acre and a reduction in lot dimensions, yards, building setbacks and acre requirements;

(b) a more useful pattern of open space and recreation areas and, if permitted as part of the project, more convenience and neighborhood compatibility in the location of accessory commercial uses and services;

(c) a development pattern, which preserves and utilizes natural topography and geologic features, scenic vistas, trees and other vegetation and prevents the disruption of natural drainage patterns;

APPLICANT: Grand Communities, Ltd. – Continued

(d) a more efficient use of land than is generally achieved through conventional development resulting in substantial savings through shorter utility lines and streets.

**PROPOSED USE:** 80 lot subdivision

**ADJACENT ZONING**

**ADJACENT USE**

NORTH R-2 District -Single Family Residential (Low Density) Single Family Homes

EAST R-1 District -Single Family Residential (Moderate Density) Hickory Lakes

WEST PRD-Planned Residential District Winding Creek Subdivision

SOUTH R-2 District -Single Family Residential (Low Density) Single Family Home

**SUBDIVISION REGULATIONS COMMITTEE COMMENTS:**

1. The proposed turnarounds shown do not comply with Exhibit 3A, Appendix A of the Subdivision Regulations. Additionally, all proposed stubs must provide temporary turnarounds. A temporary turnaround will be required at the end of Chesapeake Way in Phase 2.
2. Sidewalks must be constructed to 5 feet per current ADA regulations.
3. The development plan was brought through the Fairfield County Active Transportation Committee Meeting. The committee recommends the developer provide a future pedestrian easement along the Milnor Road frontage as well grading of that portion of property to allow for future development of a multi-use path.
4. The fall zone for the existing cell tower must be identified and shown as a 1:1 ratio. No portion of any lot may be within the designated fall zone.
5. Temporary bollards must be installed at the terminus of the recreation path into Hickory Lakes until such time the path is extended across.
6. Any potential model homes to be constructed must be included on the Construction Drawings.
7. The landscaping plan must also be included within the construction drawings to properly review proposed tree locations.
8. Preliminary drainage calculations must be submitted with the preliminary plan.
9. At time of Preliminary Plan submittal, please follow the requirements set out in Section 3.3.8 of the Fairfield County Subdivision Regulations.

APPLICANT: Grand Communities, Ltd. – Continued

**RPC STAFF RECCOMENDATION**

The development appears to be in agreement with the township and county future land use plan recommendations. RPC Staff recommends approval of the proposed development subject to the Subdivision Regulations Committee comments listed above. The developer of the site should also comply with the requirements of the Violet Township Zoning Resolution.

A motion was made by Ira Weiss to approve the RPC staff recommendation. Phil Stringer seconded the motion. Harry Myers asked about the location of the proposed street verses the location of the existing driveway on Milnor Road. James Mako said the proposed street is slightly to the south of the existing driveway. Bill Yapple asked about the right-of-way width being dedicated along Milnor Road. Ms. Mattei said the width being dedicated must comply with the County's Thoroughfare Plan. She will check to ensure the dedicated width is in compliance. Harry Myers asked about the need for turn lanes on Milnor Road. Holly Mattei said that a traffic study will be required prior to preliminary plan submittal, and it will determine if turn lanes will be required. After discussion, a vote was taken and the motion passed with Harry Myers abstaining.

James Mako presented the following report:

**ITEM 4c. APPLICANT:** Fairfield Medical Center

**LOCATION & DESCRIPTION:** The property proposed to be rezoned is located on the west side of Amanda Northern Road SW, Range 20 Township 13 Section 35 NW (parcel # 0010030114), just north of the intersection of Amanda Northern Road and US-22. The property is 5.11 acres in size.

**EXISTING ZONING:** I-1 (Industrial) The purpose of the Industrial District is to provide suitable areas for a range of industrial activities, while protecting the character of adjacent and nearby residential and commercial areas. Permitted uses shall generally operate within enclosed structures. Exterior storage of inventory or equipment shall generally require treatment as a conditional use.

**EXISTING LAND USE:** Agricultural

**PROPOSED REZONING:** B-1 (General Business District) The B-1 District is established to provide areas for a diverse range of commercial and business activity within Amanda Township, while controlling the adverse impacts of this development on nearby residential uses. Permitted uses within the GB District shall operate: Primarily within enclosed structures, except for signs; With minimal adverse environmental and/or economic impact on adjacent properties;

APPLICANT: Fairfield Medical Center - Continued

Substantially free from noise, odor, dust, smoke, light, glare or vibration at levels in excess of the average level on adjacent streets and properties.

**PROPOSED USE:** Medical Office

**ADJACENT ZONING**

**ADJACENT USE**

NORTH	I-1 (Industrial)	Agricultural
EAST	A-1	Agricultural
WEST	I-1 (Industrial)	Agricultural
SOUTH	I-1 (Industrial)	Manufacturing (Wood Wares)

**RPC STAFF RECOMMENDATION:**

RPC Staff is recommending approval of the rezoning with the following comments:

1. The site is currently zoned I-1 (Industrial) which is the most intensive land use category in the Amanda Township Zoning Code. Rezoning to a B-1 District will allow for a less intensive land use than is allowable under the I-1 district.
2. RPC Staff believes that the proposed medical center will be compatible with the existing commercial/industrial land uses.
3. RPC Staff would recommend that the applicant coordinate with Amanda Township to ensure that proper water and sewer services are available to the proposed medical office. If on-site services are provided, the OEPA and/or the Fairfield Department of Health approval will be required.
4. RPC Staff would recommend that the applicant submit drainage calculations to the Soil and Water Conservation District to insure that there are no negative impacts from storm water runoff and to comply with OEPA requirements and the applicable sections of the Amanda Township Zoning Code.
5. At this point, RPC Staff cannot identify anything that would require this development to proceed under the Fairfield County Subdivision Regulations. However, should any future traffic impact studies or extension of public utilities be proposed, then RPC would reevaluate the proposal to determine the need to comply with these regulations.

APPLICANT:           Fairfield Medical Center - Continued

A motion was made by Harry Myers to approve the RPC staff recommendation. Gail Ellinger seconded the motion. After discussion, a vote was taken and the motion passed, with Bill Yaple abstaining.

Holly Mattei presented the following report:

**ITEM 5.           APPROVAL OF CDBG FY 2016 CONTRACT**

Below is the contract for the administration of the CDBG FY 2016 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 \$66,500.

The Executive Director requests approval of the CDBG FY 2016 Allocation and Neighborhood Revitalization Program Contract.



FAIRFIELD COUNTY, OHIO, AND THE FAIRFIELD COUNTY REGIONAL PLANNING  
COMMISSION CONTRACT TO PROVIDE SERVICES FOR THE FISCAL YEAR 2016 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 2016 CDBG Allocation Program and FY 2016 Neighborhood Revitalization Program Grant Application. The RPC shall insure its submission to OCD and its subsequent approval by OCD.
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 Holly Mattei.
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 2016 CDBG Program, and all other related services required to carry out the FY 2016 CDBG Program.

## SECTION 2 COMPENSATION AND METHOD OF PAYMENT

The COUNTY shall pay the RPC an amount not to exceed \$66,500 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 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 \$66,500.

## 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 may be mutually agreed in writing.

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-16-1AV-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: 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 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 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

\_\_\_\_\_  
David L. Levacy, President Board of  
Commissioners

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

FAIRFIELD COUNTY REGIONAL  
PLANNING COMMISSION

\_\_\_\_\_  
Bill Yaple, President

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

APPROVED AS TO FORM:

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

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

APPROVED AS TO FORM ONLY:

Jason M. Dolin, Asst. Pros. Atty.

Jason M. Dolin, Asst. Prosecutor  
Fairfield County, Ohio

Date: 11/16/16

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:

\_\_\_\_\_  
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

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.

Service	Payment
1. Upon the completion and submission of the CDBG FY 2016 Application to OCD. This includes the citizen participation activities required to complete the application (Activities 1 and 2 in Scope of Services).	\$12,000 (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 (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 and 6 in the Scope of Services).	\$49,500 (hourly not to exceed)

Any services billed hourly, hereunder, shall be billed at the then current hourly rate which will include fringe benefits.



A motion was made by Phil Stringer to approve the contact. Ira Weiss seconded the motion. Motion passed with Dave Levacy abstaining.

Holly Mattei presented the following report:

**ITEM 6. APPROVAL OF 2017 FINAL BUDGET**

The Final 2017 Budget is below. The RPC Executive Committee approved this budget at its November 8, 2016 meeting. This budget includes a carryover from 2016 for planned activities, including the completion of the Comprehensive Plan update. These expenses are reflected in the Contract Services – Other account. The salary line item includes the county’s standard employee pay increase, and the insurance line item reflects a change in enrollment status. Otherwise, the proposed 2017 Budget is similar to the previous year.

The Executive Director is requesting approval by the RPC of the Final 2017 Budget.

<b>FINAL 2017 BUDGET</b>			
<b>FAIRFIELD COUNTY REGIONAL PLANNING COMMISSION</b>			
<b>2017 PROJECTED RECEIPTS</b>			
434130	2017 Member Assessments		
	County Commissioners (includes Building Department Administration)	\$	149,700
	Other Member Assessments	\$	35,100
434101	Subdivision Review and Permit Fees	\$	75,000
434000	CDBG Administration	\$	75,000
433000	Parks and Recreation (Pass Thru)	\$	14,000
	Membership Services	\$	4,100
	Cash Reserved for Planned 2017 Activities	\$	52,000
		\$	<b>404,900</b>
*****			
<b>FAIRFIELD COUNTY REGIONAL PLANNING COMMISSION</b>			
<b>2017 FINAL BUDGET</b>			
511010	Salaries (4 employees)	\$	220,000
522000	Medicare	\$	3,200
523000	PERS	\$	30,800
526000	Worker's Compensation	\$	2,000
521000	Medical/Hospitalization Insurance	\$	55,625
521100	Life Insurance	\$	300
525000	Unemployment	\$	10
561000	Supplies	\$	2,040
530000	Contract Services (Pass Thru)	\$	13,300
530005	Contract Services - Other	\$	65,375
543000	Contract-Repair	\$	2,250
558000	Travel and Expenses	\$	4,000
574000	Equipment	\$	5,000
590000	Other Expenses	\$	1,000
	<b>FINAL 2017 BUDGET</b>	\$	<b>404,900</b>

A motion was made by Dean LaRue to approve the 2017 Final Budget. Zack DeLeon seconded the motion. Motion passed with Dave Levacy abstaining.

Holly Mattei presented the following report:

**ITEM 7. REVIEW OF 2017 MEETING DATES AND DEADLINES**

**MAJOR SUBDIVISION DEADLINE GUIDE  
 REVISED NOVEMBER 22, 2016**

<b>RPC MEETING DEADLINE</b>	<b>TECH REVIEW MEETING</b>	<b>SUB REGS COMM. MEETING</b>	<b>RPC MEETING</b>
12-2-16	12-19-16	12-27-16 Tues.	1-3-17
1-6-17	1-23-17	1-30-17	2-7-17
2-3-17	2-21-17 Tues.	2-27-17	3-7-17
3-3-17	3-20-17	3-27-17	4-4-17
3-31-17	4-17-17	4-24-17	5-2-17
5-5-17	5-22-17	5-30-17 Tues.	6-6-17
6-2-17	6-19-17	6-26-17	7-5-17 Wed.
6-30-17	7-17-17	7-24-17	8-1-17
8-4-17	8-21-17	8-28-17	9-5-17
9-1-17	9-18-17	9-25-17	10-3-17
10-6-17	10-23-17	10-30-17	11-7-17
11-3-17	11-20-17	11-27-17	12-5-17
12-1-17	12-18-17	12-26-17 Tues.	1-2-18

Example: If you want to submit a subdivision application for the May 2, 2017, Regional Planning Commission meeting, you are required to submit a complete application and review fees to the Regional Planning Commission office by March 31, 2017, at the close of business (4:00 p.m.). After that date, the application will not be reviewed until the June 6, 2017, Regional Planning Commission meeting.

**REZONING APPLICATIONS**  
**Revised November 22, 2016**

<b>RPC MEETINGS</b>	<b>DEADLINES</b>
1-3-17	12-12-16
2-7-17	1-13-17 Friday
3-7-17	2-13-17
4-4-17	3-13-17
5-2-17	4-10-17
6-6-17	5-15-17
7-5-17 Wed.	6-12-17
8-1-17	7-10-17
9-5-17	8-14-17
10-3-17	9-11-17
11-7-17	10-16-17
12-5-17	11-13-17
1-2-18	12-11-17

Example: If the rezoning application is to be considered at the February 7, 2017, RPC meeting, you must submit your application no later than January 13, 2017, at the close of business. Applications submitted after that date cannot be considered until the next RPC meeting.

**ACTIVE TRANSPORTATION SUBCOMMITTEE MEETINGS**

**2017**

**(meetings held the third Monday of the month)**

**2:30 P.M.**

January 9, 2017 (second Monday)  
February 13, 2017 (second Monday)  
March 20, 2017  
April 17, 2017  
May 15, 2017  
June 19, 2017  
July 17, 2017  
August 21, 2017  
September 18, 2017  
October 16, 2017  
November 20, 2017  
December 18, 2017

A motion was made by Ira Weiss to approve the meeting dates as proposed. Jim Hockradel seconded the motion. Motion carried.

**ITEM 8. BUILDING DEPARTMENT APPLICATIONS UNDER REVIEW FOR BUILDING PERMITS**

RPC staff presented a list of building permit applications under review.

Holly Mattei presented the following bills for payment:

**ITEM 9. BILLS**

543000	CONTRACT SERVICES – REPAIR	\$ 73.00
558000	TRAVEL & EXPENSES	\$ <u>432.25</u>
	TOTAL	\$ 505.25

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

**ITEM 7. OTHER BUSINESS**

Betsy Alt raised a concern with an address being issued by the Engineer’s office without notification to the township. Holly Mattei said she would discuss it with Jeremiah Upp to see if we could implement a process where the various technical agencies, including townships, are notified when the FCEO issues an address.

Bill Yaple wished everyone a Happy Holiday season.

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

Minutes Approved By:

\_\_\_\_\_  
William Yaple, President

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