TO: Fairfield County Regional Planning Commission

FROM: Holly R. Mattei, AICP
Executive Director

DATE: December 28, 2010

SUBJECT: Meeting Notice and Agenda

There will be a meeting of the Fairfield County Regional Planning Commission on Tuesday, January 4, 2011, at 7:30 p.m. The meeting will be held at the Fairfield County Courthouse, Commissioners’ Hearing Room, 3rd floor, 210 E. Main St., Lancaster, Ohio. Please call 652-7110 to check the status of the meeting on our answering machine in case of inclement weather conditions.

The tentative agenda will be as follows:

1. Approval of minutes of the December 7, 2010, RPC meeting (see enclosed)

2. President’s Report

3. Presentation – Jolyn Pugh of Fairfield Metropolitan Housing Authority will give a presentation on the Housing Solutions Program

4. Approval of FY 2010 Small Cities Formula and Neighborhood Revitalization Program Community Development Block Grant (CDBG) Contract with RPC (see enclosed)

5. Approval of Contract for Housing Inspection Services and Planning for Fiscal Year 2010 Community Housing Improvement Program (CHIP) (see enclosed)

6. Bills (see enclosed)

7. Resolution Approving Personal Days for 2011 (see enclosed)

8. Other Business
AGENDA ITEM 1

MINUTES

December 7, 2010

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: Jim Hochradel, President

Present: Donna Abram, Todd Edwards, Shane Farnsworth, Joe Henderson, Kent Huston, Doug Ingram, Larry Joos, Randy Kemmerer, Dean LaRue, Tim Linkhorn, Harry Myers, Larry Neeley, Bob Ortman, Dan Singer, Phil Stringer, Ira Weiss, Frank Anderson (County Engineer), Eric McCrady (Deputy Engineer), Chad Lucht (Soil and Water Conservation District), Holly Mattei (Executive Director), James Mako (Senior Planner), and Gail Beck (Adm. Asst).

ITEM 1. MINUTES

The Minutes of the November 2, 2010 Fairfield County Regional Planning Commission meeting were presented for approval. Phil Stringer made a motion for approval of the minutes. Larry Joos seconded the motion. The motion passed.

ITEM 2. PRESIDENT’S REPORT

Mr. Hochradel thanked everyone for coming to the meeting especially because of the questionable weather forecast.

ITEM 3. PRESENTATION

Frank Anderson, Fairfield County Engineer, gave a presentation on recently completed and upcoming road and bridge projects.

ITEM 4. SUBDIVISION ACTIVITIES

Holly Mattei presented the following report:
ITEM 4a.  SUBDIVISION:  Winding Creek – Section 5, Part 2 – Final Plat Extension
Request

DEVELOPER/OWNER:  DBI Land Company

ENGINEER/SURVEYOR:  EMH&T, c/o Ed Miller

LOCATION AND DESCRIPTION:  The Winding Creek Subdivision is located in Section 27, Township 16, Range 20 of Violet Township.  A preliminary plan for 269 lots was approved by the Regional Planning Commission in January 1996.  Centralized water and sewer are provided by the Fairfield County Utilities Department.  The Regional Planning Commission conditionally approved the Winding Creek Section 5, Parts 1 and 2 Final Plats on November 4, 2003.  The Section 5, Part 1 Final Plat has been recorded.  The Final Plat approval for the Section 5, Part 2 plat has been extended by the Commission to September 29, 2010.  The developer is requesting another 180-day extension, which would take Final Plat approval through March 28, 2011.  The necessary filing fee has been paid.

The originally approved Section 5, Part 2 plat included 32 lots.  On October 7, 2008, the Regional Planning Commission approved the Section 5, Part 1A Final Plat for lots 209 and 217, which were originally a part of the Section 5, Part 2 plat.  Therefore, the Section 5, Part 2 plat will include only 30 lots.

RPC staff has provided several notices to the developer to complete the 5-year maintenance repairs for Winding Creek Section 5, Part 1.  None of which were ever completed by the set deadlines.  On September 14, 2010 the Fairfield County Board of Commissioners took action to collect on the bond for Winding Creek Section 5, Part 1 to ensure these repairs are completed.  Per resolution 10-09.14.g, RPC staff continues to work with the bonding company on the collection of these funds.

The applicant’s letter requesting the extension indicates that the developer is working with an interested investor, and when the sale closes, the developer would use some of the funds to make the repairs required by Fairfield County to release the bond.  RPC staff assumes the developer is referring to the repairs that are required for the 5-year maintenance period for the Winding Creek Section 5, Part 1 subdivision.

The extension that the Subdivision Regulations Committee is reviewing and making a recommendation upon is solely for the approval of the Winding Creek Section 5, Part 2 Final Plat.  This review and recommendation in no way shall be considered a time extension for completing the 5-year maintenance repairs to the Winding Creek Section 5, Part 1 subdivision.

SUBDIVISION REGULATIONS COMMITTEE RECOMMENDATION:  The Subdivision Regulations Committee recommends approval of the 180-day extension of the Winding Creek Section 5, Part 2 Final Plat*, subject to the following conditions:
1. The applicant shall verify the location of utilities installed on this site during the construction of Section 5, Part 1. The verification of utilities must take place prior to commencing construction of the public improvements for Section 5, Part 2.

2. The construction drawings shall be revised to accommodate for post construction water quality, which is required by OEPA as part of the NPDES permit the site will have to obtain before construction can commence on Section 5, Part 2.

3. The final plat extension shall expire on March 28, 2011.

*This recommendation should in no way be considered a recommendation to extend the time frame for completing the 5-year maintenance repairs to the Winding Creek Section 5, Part 1 subdivision. RPC staff continues to work with the bonding company on the collection of the funds for the Winding Creek Section 5, Part 1 subdivision, per the direction of resolution 10-09.14.g.

A motion was made by Ira Weiss to approve the recommendation of the Subdivision Regulations Committee. Dean LaRue seconded the motion. Discussion followed regarding problems over the summer to get the developer to mow the vacant lots and other maintenance issues that the developer has not completed. After discussion, a vote was taken and the motion passed with Harry Myers abstaining.

Holly Mattei presented the following report:

**ITEM 4b. SUBDIVISION: West Bank Drive – Variance Request**

**OWNER/DEVELOPER:** Laura Donnelly

**ENGINEER/SURVEYOR:** Scott A. England, P.S.

**LOCATION AND DESCRIPTION:** The applicant is proposing to split Lot 23-217 into two lots, with the remaining building lot having 50-feet of frontage on West Bank Drive, a private road in Walnut Township, Section 28, Township 17, Range 18. The application does not specify the exact sections from which the variance is being requested. It appears to RPC staff that the proposed lots will not comply with Sections 2.3 (Frontage Requirements), 2.4 (Minimum Lot Size Requirements), and 2.6 (Minimum Width Requirements) of the Fairfield County Subdivision Regulations.

**BACKGROUND:** The applicant submitted a similar variance in 2002, which was disapproved by the Fairfield County Regional Planning Commission due to concerns with access, drainage and lot size. Since that time, the applicant has constructed a house on the southwestern portion of the lot, which is the area where the Subdivision Regulations Committee had previous drainage concerns. The applicant has also provided information regarding easements and access to the
SUBDIVISION: West Bank Drive – Variance Request – Continued

property to address the previously raised issues. The Licking County Water and Sewer District has also provided an e-mail indicating that access to sewers for the proposed lot should be sufficient.

The Subdivision Regulations Committee still has concerns with the proposed lot size. However, the Walnut Township Board of Zoning Appeals has granted a variance to allow the proposed lot, and a majority of the existing lots along this private road are of similar size.

SUBDIVISION REGULATIONS COMMITTEE RECOMMENDATION: The Subdivision Regulations Committee believes that the applicant has addressed the previously raised concerns and therefore recommends approval of the variances to Sections 2.3, 2.4, and 2.6, subject to the following conditions:

1. An access easement (minimum 10 foot width) shall be provided across the .061 acre parcel to ensure adequate ingress/egress to the lot with the existing house.
2. The survey drawing shall be revised to show the location of the existing water and sewer lines. If the existing water and sewer lines are on the applicant’s property, then the Subdivision Regulations Committee recommends that the applicant be required to provide an adequate water and/or sewer easement with the proposed split.
3. A flood building permit shall be obtained from the Fairfield County Regional Planning Commission prior to constructing any structure on the proposed .061 acre parcel.
4. The applicant shall have the surveyor verify the concrete scribe found and iron pins set on the common lot line between the .061 acre lot and the lot with the existing house.

A motion was made by Kent Huston to approve the recommendation of the Subdivision Regulations Committee. Harry Myers seconded the motion. Motion passed.

Holly Mattei presented the following report:

ITEM 5. APPROVAL OF 2011 FINAL BUDGET

The Executive Committee reviewed and recommended approval of the following Final 2011 Budget on November 9, 2010. The recommended budget remains conservative. Most line items remain at or below 2010 levels. The Salary, Medicare, and PERS line items are slightly higher to reflect the grant the RPC was recently awarded to hire an intern to assist with preparing an Agricultural Economic Development Plan.
FINAL 2011 BUDGET

FAIRFIELD COUNTY REGIONAL PLANNING COMMISSION
2011 PROJECTED RECEIPTS

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<th>CODE</th>
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<td>Subdivision Inspection Fees (Pass Thru)</td>
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<td>433000</td>
<td>Parks and Recreation Fees (Pass Thru)</td>
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TOTAL ANTICIPATED RECEIPTS $224,000

FAIRFIELD COUNTY REGIONAL PLANNING COMMISSION
2011 FINAL BUDGET

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<td>(includes Pass Thru Subdivision Inspections &amp; Recreation Fees)</td>
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FINAL 2011 BUDGET $224,000

*includes Intern for 18 weeks for 20 hours/week to be paid for by government grant

A motion was made by Ira Weiss to approve the Final 2011 Budget. Randy Kemmerer seconded the motion. Motion passed.
Holly Mattei presented the following report:

ITEM 6. APPROVAL OF REVISION TO SECTION IX – FRINGE BENEFITS OF THE RPC PERSONNEL MANUAL

The RPC By-Laws and Personnel Manual have not been updated since 1994. The Executive Committee has been working on proposed revisions to these documents, which will hopefully be presented to the full Commission in early 2011.

In the meantime, the Executive Committee, at its November 9, 2010 meeting, passed a motion to approve the following revision to Section IX – Fringe Benefits of the RPC Personnel Manual. The Regional Planning Commission will need to consider this proposed revision at its December 7, 2010 meeting.

SECTION IX - FRINGE BENEFITS

A. MEDICAL INSURANCE.

Employee medical insurance is presently provided by the County through a special contract with the Fairfield County Board of Commissioners.

All full time RPC employees who works at least 35 hours per week is entitled to this insurance at shared cost. The employee share of the cost of medical insurance shall be determined by the Executive Committee.

B. PUBLIC EMPLOYEES RETIREMENT SYSTEM (PERS).

The RPC is a contributing partners to the Public Employees Retirement System of Ohio for its employees. Participation in the PERS is mandatory for all employees.

Employee and employer contributions to the System will be in accordance with present applicable rates in effect.

Should an employee leave the Commission or Ohio Public Service before attaining retirement eligibility status, the money deducted from the employee's pay will be refunded to the employee, if the employee requests it, after ninety (90) days have elapsed. However, the employee may leave the money on deposit and draw a monthly benefit when the employee reaches retirement age, if the employee qualifies for minimal pension.

For more specific information, refer to a booklet entitled PERS, A Handbook for Members. These booklets may be obtained through the secretary.

C. DEFERRED COMPENSATION PLAN.

RPC employees who contribute to PERS have the opportunity to join an income tax-
sheltered investment/savings/insurance plan. The Board of County Commissioners has approved three plans for county and RPC employees. The Ohio Public Employees Deferred Compensation Board, created by state law, provides a program through which employees may save for retirement through a savings account or through investment options. In addition, the program offers a life insurance and a disability insurance option. CCOA and Aetna have similar programs for employees as well.

The program options are purchased through payroll deduction. Because of the "deferred" use of the money, federal income tax benefits are available. Only legally authorized representatives of each plan are permitted to explain the program. The RPC office makes arrangements for employees to meet with these representatives.

A motion was made by Doug Ingram to approve the recommendation of the Executive Committee. Donna Abram seconded the motion. A question was asked regarding the current RPC employees and if anyone would be affected by this change. Holly Mattei responded that no current employees will be affected by this change. After discussion, a vote was taken and the motion passed.

Holly Mattei presented the following:

**ITEM 7. REVIEW OF 2011 MEETING DATES AND DEADLINES**

<table>
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<tr>
<th>RPC MEETING DEADLINE</th>
<th>TECH REVIEW MEETING</th>
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<td>12-20-11</td>
<td>12-27-11 Tues.</td>
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REVIEW OF 2011 MEETING DATES AND DEADLINES – Continued

Example: If you want to submit a subdivision application for the May 3, 2011, Regional Planning Commission meeting, you are required to submit a complete application and review fees to the Regional Planning Commission office by April 1, 2011, at the close of business (4:00 p.m.). After that date, the application will not be reviewed until the June 7, 2011, Regional Planning Commission meeting.

REZONING APPLICATIONS
Revised November 9, 2010

<table>
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<th>DEADLINES</th>
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<td>1-3-12</td>
<td>12-12-11</td>
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</table>

Example: If the rezoning application is to be considered at the February 1, 2011, RPC meeting, you must submit your application no later than January 10, 2011, at the close of business. Applications submitted after that date cannot be considered until the next RPC meeting.

A motion was made by Larry Joos to approve the 2011 meeting dates and deadlines. Shane Farnsworth seconded the motion. Motion passed.

Holly Mattei presented the following report:
ITEM 8. DISCUSSION ON ACTIVE TRANSPORTATION SUB-COMMITTEE

As you are aware, the RPC and County Commissioners adopted the Fairfield County Active Transportation and Open Space Plan last year. Holly Mattei has received some inquiries about posting share the road signs on routes recommended by this plan. Holly Mattei believes that we should have a subcommittee in place to review proposed signage, prioritize routes, and to help create policies towards the implementation of the Active Transportation Plan.

Below is a list of individuals Holly Mattei recommended for this committee. Holly talked with each of listed persons, and each has agreed to participate in the group upon appointment.

Per the bylaws, the RPC President is responsible for appointing a special committee upon approval of the Executive Committee. Jim Hochradal, the RPC’s current President, has reviewed and agreed with this list. The Executive Committee approved these appointments at its November 9th meeting.

Recommended Appointments:

- Jonathan Ferbrache    Soil and Water Conservation District
- Frank Anderson (Eric McCrady-Alternate) Fairfield County Engineer’s office
- Tony Vogel            Fairfield County Utilities
- Ira Weiss            RPC/Heritage Trails
- Susan Wyant          ODOT District 5
- Terre Vandervoort    City of Lancaster
- Greg Bachman         City of Pickerington
- Roger Wolfe          RPC/Farm Bureau
- Greg Butcher         Violet Township
- Marsha Hall          Village of Baltimore
- Kent Huston          RPC/At-Large

Ms. Mattei indicated that there is no action required by the RPC. She is presenting this information tonight to ensure the RPC is aware of the committee that has been created.

Holly Mattei presented the following bills for payment:

ITEM 9. BILLS

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<td>TRAVEL &amp; EXPENSES</td>
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<tr>
<td>543000</td>
<td>REPAIR AND MAINTENANCE</td>
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<tr>
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<td>TOTAL</td>
<td>$ 367.67</td>
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A motion was made by Doug Ingram to approve the bills for payment. Larry Joos seconded the motion. Motion passed.
There being no further business, a motion was made to adjourn the meeting by Shane Farnsworth and seconded by Ira Weiss. Motion carried.

Minutes Approved By:

__________________________________  ____________________
James R. Hochradel, President       Mary K. Snider, Secretary
TO:        Regional Planning Commission
FROM:      Holly R. Mattei, AICP
           Executive Director
DATE:      December 27, 2010
SUBJECT:   FY 2010 Small Cities Formula and Neighborhood Revitalization Program
           Community Development Block Grant (CDBG) Contract with RPC

Enclosed is the proposed contract with the Fairfield County Board of Commissioners to
administer certain portions of the Fairfield County Fiscal Year 2010 (FY 2010) Small Cities
Formula and Neighborhood Revitalization Program Community Development Block Grant
(CDBG).

The RPC office has provided administrative services for the CDBG Small Cities Formula
program for several years. This contract also includes administrative services for the
Neighborhood Revitalization Program, which is additional grant money that has been awarded to
the county through the CDBG program.

The RPC will receive $31,100 as compensation for conducting citizen participation activities,
preparation of the Small Cities Formula and Neighborhood Revitalization Program applications,
and administration of the Fair Housing Program.

I request authorization for the RPC President to execute the contract.
FAIRFIELD COUNTY, OHIO, AND THE FAIRFIELD COUNTY REGIONAL PLANNING COMMISSION CONTRACT TO PROVIDE SERVICES FOR THE FISCAL YEAR 2010 OHIO SMALL CITIES FORMULA ALLOCATION PROGRAM AND FISCAL YEAR 2010 NEIGHBORHOOD REVITALIZATION PROGRAM OF FAIRFIELD COUNTY

This Contract entered into on the ___________ day of ___________, 2017, 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. SUPERVISE AND DIRECT DESIGNATED AGENT. The RPC will supervise and direct the agent designated by the COUNTY to represent it in its dealings with the Ohio OHCP programs. The RPC will coordinate its services with the COUNTY’S designated agent.

2. APPLICATION PREPARATION. The RPC will be responsible for the development and preparation of the COUNTY’S FY 2010 CDBG Small Cities Formula application and FY 2010 Neighborhood Revitalization Program Grant application. The RPC shall insure its submission to OHCP and its subsequent approval by OHCP.

3. 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.

4. 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.

SECTION 2
COMPENSATION AND METHOD OF PAYMENT

The COUNTY shall pay the RPC an amount not to exceed $31,100 ($23,100 Small Cities and $8,000 Neighborhood Revitalization Program) for activities 1 through 4. These monies shall be paid in appropriate installments 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. All invoices shall be based on actual costs to the RPC. The RPC agrees to use its best efforts to perform the services specified in this Contract within such estimated compensation. The COUNTY shall not be obligated to reimburse the RPC for compensation in excess of $31,100.

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 FOUR
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-10-1AV-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 nondiscrimination 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 of 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, said RPC acting pursuant of a resolution adopted by the Fairfield
County Regional Planning Commission and said COUNTY acting pursuant of a resolution adopted
by the Board of Fairfield County Commissioners of Fairfield County, Ohio on the ________ day
of ______________________, ____.

WITNESS:                                    FAIRFIELD COUNTY, OHIO

________________________________________  
County Commissioner

________________________________________  
County Commissioner

________________________________________  
County Commissioner

Date: 12/14/10

WITNESS:                                    FAIRFIELD COUNTY REGIONAL

PLANNING COMMISSION

________________________________________  
James R. Hochradel, 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.

[Signature] 12/12/00
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                               Date
Assistant Prosecuting Attorney

g:\cd\glcomf\10
TO: Regional Planning Commission

FROM: Holly R. Mattei, AICP
Executive Director

DATE: December 27, 2010

SUBJECT: Contract for Housing Inspection Services and Planning for Fiscal Year 2010 Community Housing Improvement Program (CHIP)

The RPC office has recently received a proposed contract with the Fairfield County Board of Commissioners for Housing Inspection Services and Planning for the Fiscal Year 2010 Community Housing Improvement Program (CHIP) in the amount of $17,000.

RPC staff has previously provided the inspection services for the Fiscal Year 2000, 2002, 2005, and 2008 CHIP programs. These services primarily have involved working with the Lancaster-Fairfield Community Action Agency to establish a system of quality assurance.

This contract includes additional money for a planning component included in the FY 2010 CHIP grant. The RPC will be assisting in compiling data and preparing a community survey that will assist with planning for housing services in Fairfield County.

It is requested that the proposed contract be approved and that the RPC Executive Director be authorized to execute the contract.
CONTRACT FOR
HOUSING INSPECTION SERVICES AND PLANNING
FY 2010 COMMUNITY HOUSING IMPROVEMENT PROGRAM
(CHIP)

FAIRFIELD COUNTY BOARD OF COMMISSIONERS

Effective Date: September 1, 2010
Termination Date: December 31, 2012

CONTRACT AGENCY:

Fairfield County Regional Planning Commission
210 East Main Street
Lancaster, OH 43130

MAXIMUM CONTRACT AMOUNT: $17,000

THIS AGREEMENT is entered into effective the 1st day of September, 2010 by and between the Fairfield County Board of Commissioners (herein called the “Grantee”) and the Fairfield County Regional Planning Commission (herein called “Contractor”) to provide housing inspection and planning services for the Fairfield County Community Housing Improvement Program (“CHIP”) as approved by the State of Ohio, Department of Development (“Development”).

WHEREAS, the Fairfield County Board of Commissioners (hereinafter the “County”) is authorized under R.C. 307.698 to expend funds for housing purposes; and

WHEREAS, R.C. 307.85 authorizes the Fairfield County Board of Commissioners to participate in, give financial assistance to, and cooperate with other agencies or organizations, either private or governmental, in establishing and operating any federal program enacted by the congress of the United States; and

WHEREAS, the County has received Federal and/or State funding for the implementation and operation of the FY 2010 Community Housing Improvement Program (hereinafter the “CHIP” program); and

WHEREAS, the County desires to contract with the Fairfield County Regional Planning Commission to assist in Housing Inspection Services and Planning;

THEREFORE, the parties agree as follows:
ARTICLE I

1 Regional Planning agrees to provide the specific services outlined in Article II of this agreement, according to the terms set forth herein.

2 The county shall pay the amounts listed in Article II of this agreement for the services listed, not to exceed the total contract amount. Payment for all services shall be made within thirty (30) days after satisfactory completion of work.

3 Regional Planning will comply with all applicable laws of the State of Ohio and Federal Government, the same as if specifically set forth herein.

4 The effective date of this contract shall be the same date as the official program start date as designated by the Ohio Department of Development.

ARTICLE II

Housing Inspection:
The CAP Housing Director and the Rehabilitation Specialist will work with the Regional Planner's staff, and will be accountable for the following responsibilities; to provide planning and inspection services to include, but not limited to the following:

- Establish list of eligible contractors.
- Inspect properties and develop specifications.
- Review specifications with homeowner(s).
- Send out bid documents and assist with homeowner(s) in this regard.
- Review submitted bids with homeowner(s).
- Conduct pre-construction conference with both contractor and homeowner(s).
- Review pre-construction conference information with rehabilitation specialist.
- Conduct interim inspections during construction.
- Conduct final inspection upon completion of work with homeowner(s) and rehabilitation specialist.
- Attend relevant housing training provided by CHIP.
- Authorize contractor payments for completed work.
- Perform other related duties as required.

This service will be provided for the rehabilitation of approximately six owner units, 11 repair units, and three homeownership units.
Planning:

**Activity Administrators – Roles and Responsibilities**

Donna Fox-Moore: Housing Advisory Committee Facilitator / Housing Coalition Coordinator / LFCAA Housing Director

- As facilitator of the Housing Advisory Committee: schedule HAC meetings, develop meeting agendas, compile meeting minutes, prepare research documents and reports, establish framework for open and ongoing communication among committee members.

- As coordinator for the Housing Coalition: engage Coalition members and resources in the development of the 10-year strategic plan to produce planning efficiencies and reduce duplication of efforts; update inventory of community housing resources and working with the economic development director in developing a similar inventory; identify ways to coordinate efforts of the community's existing 10-year plan to end homelessness with the 10-year strategic plan for housing, economic development and infrastructure.

- As housing director for LFCAA: assist in the framework for developing and implementing the annual customer survey of community needs for the identification of compilation of relevant information for the 10-year strategic plan wherever feasible.

Holly Mattel: Executive Director of Fairfield County Regional Planning Commission – Census 2010

Fairfield County Coordinator

- As executive director of RPC: develop the framework for engaging commission members in the development of the strategic plan; identify opportunities for synergy between the commission and the housing advisory committee; assist in the development of planning processes.

- As coordinator for the 2010 census: develop action plan for implementation upon immediate release of census data; coordinate plans for housing advisory committee engagement in community response to the release of census data; identify efficiencies in the review and analysis of census data; provide data for compilation of reports and planning documents for the review of the housing advisory committee.

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<th>Task</th>
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<tr>
<td>HAC Coordination and Facilitation</td>
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<td>Compilation of Census Data</td>
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- Costs are proposed to be evenly assumed between LFCAA and RPC.
- Variance between total budget and CHIP budget to be absorbed by LFCAA and RPC resources.
ARTICLE III

BUDGET, EXPENDITURES AND PAYMENTS, GENERAL CONDITIONS, MISCELLANEOUS

Budget
CHIP funds shall be used solely for the stated purposes set forth in the Grant Agreement and Grant Application as summarized in Article II, and the expenditures shall be supported by contracts, invoices, vouchers and other data as appropriate, including the any reports required by Development, evidencing the costs incurred. If CHIP Funds are not expended in accordance with the terms, conditions and time period set forth in this Agreement or the total amount of the CHIP Funds exceeds the eligible costs of the Project(s), the amounts improperly expended or not expended shall be returned to Grantee to refund, in turn, Development within thirty (30) days after the expiration or termination of this Agreement. Grantee shall require delivery before payment is made for purchased goods, equipment or services unless Grantee obtains satisfactory security from the vendor.

All costs incurred must be fully documented. In addition, Grantee may require additional detail budget breakdown. Contractor shall provide such supplementary budget information in a timely fashion in the form and content prescribed by Grantee. Any amendments to the budget must be approved in writing by both Grantee, Grant Administrator and Contractor and be in accordance with Grantee’s Agreement with Development.

Payment
Grantee shall provide CHIP Funds in an amount not to exceed Seventeen Thousand Dollars ($17,000). It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed the CHIP Funds. Draw downs for the payment of eligible expenses shall be submitted to the CHIP administrator with supporting documentation and made in accordance with performance.

Adherence to State and Federal Laws, Regulations
(1) **General** Contractor accepts full responsibility for payment of any and all unemployment compensation, insurance premiums, workers' compensation premiums, income tax withholdings, social security withholdings and any and all other taxes or payroll withholdings required for all employees engaged in the performance of the work and activities authorized by this Agreement. Contractor accepts full responsibility for providing workers with proper safety equipment and taking any and all necessary precautions to guarantee the safety of workers or persons otherwise affected.

(2) **Ethics** In accordance with Executive Order 2007-01S, Contractor, by its signature on this document, certifies: (1) it has reviewed and understands Executive Order 2007-01S, (2) has reviewed and understands the Ohio ethics and conflict of interest laws including, without limitation, Ohio Revised Code §§ 102.01 et seq., §§ 2921.01, 2921.42, 2921.421 and 2921.43, and §§ 3517.13(l) and (j), and (3) will take no action inconsistent with
those laws and the order, as any of them may be amended or supplemented from time to time. contractor understands that failure to comply with Executive Order 2007-01S is, in itself, grounds for termination of this Agreement and the grant of funds made pursuant to this Agreement and may result in the loss of other contracts or grants with the State of Ohio.

Procurement

(1) **Compliance** Contractor shall comply with current grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the grantee upon termination of this Agreement.

(2) **OMB Standards** Unless specified otherwise within this Agreement, the Contractor shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40–48 or 24 CFR 85.36.

(3) **Travel** Contractor shall obtain written approval from grantee for any travel outside the metropolitan area for which CHIP Funds are provided under this Agreement. All travel costs reimbursed with CHIP Funds shall not exceed the rates allowed under HUD-approved travel rules.

(4) **Use and Reversion of Assets** The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 or 85 and 24 CFR 570.502, 570.503, and 570.504, as applicable.

(5) **Subcontracts** Contractor will include all relevant provisions of this Agreement in all subcontracts entered into as part of the activities undertaken in furtherance of this Agreement and will take appropriate action pursuant to any subcontract upon a finding that the subcontractor is in violation of regulations issued by any federal agency. Contractor will not subcontract with any entity 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 entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

(6) **Conflict of Interest** No personnel of Contractor, any subcontractor of Contractor, public official, employee or member of the governing body of the particular locality where this Agreement shall be completed, who exercises any functions or responsibilities in connection with the review or approval of the work completed under this Agreement, shall prior to the completion of such work, voluntarily or involuntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge or fulfillment of his functions or responsibilities with respect to the completion of the work contemplated under this Agreement. Any person who, prior to or after the execution of this Agreement, acquires any personal interest, involuntarily or voluntarily, shall immediately disclose his interest to grantee in writing. Thereafter, he shall not participate in any action affecting the work under this Agreement unless the grantee...
determines that, in light of the personal interest disclosed, his participation in any such action would not be contrary to the public interest.

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.

A. 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.

E. Amendments or Modifications
Either party may at any time during the term of this Agreement request amendments or modifications, as described in the applicable State of Ohio Consolidated Submission. 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 Grantee.

Compliance with Executive Order 2010-09S
Fairfield County as the Grantee affirms, understands and abides by the requirements of Executive Order 2010-09S issued by Ohio Governor Ted Strickland, which bans the expenditure of public funds on offshore services. The Grantee acknowledges that for purposes of the Executive Order grant funding provided to support a project or program of the applicant/Grantee is equivalent to a purchase of services by the State; “services” in the context of a grant means services that implement the project or program of the applicant/Grantee to the extent that such services are paid for or reimbursed with grant funds provided by the State or with match or cost share specifically required by the State as a condition to disbursement of the grant funds; investments by the Grantee in the project or program from non-State sources of funding other than amounts claimed as specifically required match or cost share are not subject to the Executive Order; the Grantee is equivalent to a “contractor,” as that term is used in the Executive Order; and subgrantees, and contractors of the Grantee are equivalent to “subcontractors,” as that term is used in the Executive Order.

The Grantee affirms that any of its contractors and subgrantees shall perform no services outside of the United States to implement the grant-supported project or program which will be paid for or reimbursed with grant funds or which will be counted as match or cost share specifically required as a condition to disbursement of the grant funds.

Therefore, as a contractor or subcontractor for the purposes of administration and/or implementation of the Fiscal Year 2010 Fairfield County Community Housing Improvement Program, Lancaster-Fairfield County Community Action Agency has received a copy of, understands and shall abide by the requirements of Executive Order 2010-09S, provided as Attachment A.
IN TESTIMONY WHEREOF, the said parties have hereunto set their hand the day and year first above written.

CAP Commission of the Lancaster-Fairfield Area
By: ___________________________ Date: 12/1/09
Title: __________________________

Fairfield County Regional Planning Commission
By: ___________________________ Date: ______________
Title: __________________________

Grantee: Fairfield Co. Bd. of Commissioners
By: ___________________________ Date: 12/14/10
Judith K. Shupe, Commissioner

By: ___________________________ Date: 12/14/10
Jon Myers, Commissioner

By: ___________________________ Date: 12/14/10
Michael Reger, Commissioner

Approved as to Form
By: ___________________________ Date: 12/13/10
Fairfield County Assistant Prosecuting Attorney
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TO: Regional Planning Commission
FROM: Holly R. Mattei, AICP
        Executive Director
DATE: December 27, 2010
SUBJECT: Resolution Approving Personal Days for 2011

The Fairfield County Board of Commissioners recently approved a resolution to provide three (3) personal days to its employees in lieu of raises in 2011. I am proposing that the RPC approve a similar resolution for its employees.

The attached resolution would provide three personal days in 2011 only and as written would only apply to the three full time employees in the RPC office as of December 31, 2010. I hope that the RPC will approve this resolution at its January 4th meeting to show appreciation for the dedication and commitment the RPC staff members have provided to the planning commission.
RESOLUTION #2011-1 FAIRFIELD COUNTY REGIONAL PLANNING COMMISSION
IN THE MATTER OF PERSONAL DAYS FOR 2011

WHEREAS, the RPC employees in April 2009 experienced a pay rate reduction to help balance
the RPC budget, and

WHEREAS, due to ongoing budget constraints, these RPC employees have continued to operate
at these reduced pay rates since that time; and

WHEREAS, the RPC does not currently provide any personal leave days for employees under
the direction and control of the RPC; and

WHEREAS, the RPC desires to provide the RPC employees with personal days to recognize
their continued and valued commitment to the RPC and its member communities; and

WHEREAS, the RPC is approving three (3) personal days to be used during 2011 in hourly or
daily increments for RPC employees under its direction and control, who have been operating at
reduced pay rates since April 2009 and who have successfully fulfilled their initial probationary
period by December 31, 2010.

NOW, THEREFORE,

BE IT RESOLVED, by the Fairfield County Regional Planning Commission, State of Ohio:

1. The Fairfield County Regional Planning Commission approves three (3) personal days to
be used during 2011 in hourly or daily increments for full time employees under the
RPC’s direction and control, who have successfully fulfilled their initial probationary
period by December 31, 2010.

2. The RPC Executive Director shall provide a copy of this resolution to the Fairfield
County Auditor’s Office so it can credit the approved personal days to the applicable
RPC employees.

Motion by __________________ Seconded by __________________
that the resolution be adopted was carried by the following vote:

YEAS: __________ NAYS: __________
ABSTENTIONS: __________

Adopted: ___________________________ James R. Hochradel, President