

## **MINUTES**

**April 5, 2016**

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: Bill Yapple, President

Present: Betsy Alt, Todd Edwards, Rachel Elsea, Kent Huston, Lonnie Kosch, Rich Mathias, Harry Myers, Larry Neeley, Karen Roberts, John Snook, Phil Stringer, Ira Weiss, Jeffrey White, Jeremiah Upp (County Engineer), A J Lacefield (Economic Development), Holly Mattei (Executive Director), James Mako (Senior Planner), and Gail Beck (Adm. Asst).

### **ITEM 1. MINUTES**

The Minutes of the March 1, 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 Yapple welcomed everyone to the meeting. Rich Mathias was introduced as the new RPC member representing Berne Township. Mr. Yapple stated that it is time to update the County Land Use Plan and Holly Mattei is working to see if there can be collaboration with townships who may also be moving into an update process. Holly Mattei said that she has asked the townships and villages to appoint a representative to the Stakeholder Committee for the County Land Use Plan update. Holly also said that anyone that is interested in being on this Committee should contact her.

### **ITEM 3. PRESENTATION**

David Uhl gave a presentation on the Fairfield County Board of Developmental Disabilities.

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

Holly Mattei presented the following report:

**ITEM 4a. SUBDIVISION:** Heron Crossing Phase 1 – Final Plat

**OWNER/DEVELOPER:** MI Homes

**SURVEYOR/ENGINEER:** Watcon Engineering

**LOCATION & DESCRIPTION:** Located in Violet Township along Refugee Road, Township 16, Section 25, Range 20. Phase 1 includes 48 lots on roughly 39 acres. Access to the site is from Refugee Road, stub roads to the east and west are also proposed for future development. Water and sewer will be provided by Fairfield County Utilities.

**SUBDIVISION REGULATIONS COMMITTEE RECOMMENDATION:** The Subdivision Regulations Committee recommends approval of the Heron Crossing Section 1 Final Plat, subject to the following conditions:

1. Through various conversations it appears construction of turn lanes along Refugee Road will be delayed due to road widening and electric pole relocation. With that being said, the Subdivision Regulations Committee recommends allowing the developer to proceed with construction of section 1 because this section is under the 50 lot threshold outlined in Section 5.2.7(F). The developer shall also be required to bond the Refugee Road widening improvements prior to the section 1 final plat being recorded. An estimate for the bond shall also be submitted and approved by the County Engineers Office. Moving forward, the Subdivision Regulations Committee recommends that no future lots outside of Section 1 be created until the completion of the required turn lanes along Refugee Road. Street plans shall be revised to address any drainage and pavement tie-ins that will be altered due to the delay in turn lane construction.
2. On page 6, the line weights should be adjusted to better detail the correct section 1 boundary. Additionally it should not include portions of section 2.
3. The offsite easements and their respective ownership must be better clarified. Since pedestrian, sanitary, and drainage easements will be owned by M/I Homes and H&G, LLC it's recommended these be labeled differently possibly as offsite pedestrian easement A and B, C, etc. to correspond both on the plat and on sheet 1 in the description.
4. HOA documents must be submitted insuring the maintenance of the MUP along Refugee Road and the subdivision as a whole.
5. On page 2 a note should be added similar to Note "E" indicating that the MUP will be maintained by the HOA.
6. Language must be added clarifying that the ROW along Refugee Road be transferred to Fairfield County Board of Commissioners.
7. The wetland easement dimensions must be shown on the plat.
8. Open Space B should be labeled as a drainage easement as shown for Open Space A and C.
9. The last sentence in Note "A" should be removed.
10. Drainage Maintenance District information must be submitted.
11. The final plat must be revised to comply with the requirements of the Technical Review Committee, the Fairfield County Engineer's Office, the Fairfield County Utilities Department, the Fairfield Soil and Water Conservation District, Fairfield County GIS and Violet Township Zoning.
12. The applicant shall furnish construction assurances and pay all required recreation fees.

SUBDIVISION: Heron Crossing Phase 1 – Final Plat – Continued

A motion was made by Ira Weiss to approve the Subdivision Regulations Committee Recommendation. Todd Edwards seconded the motion. Motion passed with Harry Myers and Betsy Alt abstaining.

Holly Mattei presented the following report:

**ITEM 5. ACTIVE TRANSPORTATION COMMITTEE RECOMMENDATIONS**

The Active Transportation Committee (ATC) recently recommended that additional routes be added to Corridor #3 of Rolling Forward to provide access to Perry County. At its March 21<sup>st</sup> meeting, the ATC recommended the following routes be added:

3c. Perry County to Millersport – Short Term Route

- i. A series of county and township roads: Custer's Point, Fairfield Beach, Shell Beach, Cattail; Geiger, Millersport.
- ii. This route follows some of the same roads as 3ci but includes a deviation to the north to provide views of Buckeye Lake. It allows for travel on lower speed, less traveled roads and has been identified as a common route currently utilized by cyclists. It includes a series of county and township roads: Custer's Point, Fairfield Beach, Rosewood, Lake Shore; Juniper; Orchid; Bateson; Shell Beach, Cattail; Geiger, Millersport.

4. Perry County to Millersport – Long Term Route

This alternative utilizes SR 204 to provide direct access from Perry County to Millersport. This route would require off road improvements due to its high traffic volume and speed.

The following is draft text and map changes to *Rolling Forward*. Deletions are shown with a ~~strike through~~ and additions are shown with **bold underlined** text.

A connection to the north into Licking County is included in this route as a result of a 2015 ODOT Statewide Bikeway planning effort. This northern connection extends from the Village of Millersport along Millersport Road, Lakeside, and North Bank to the Licking County line.

**3b. Baltimore Connection – Long Term Future Route**

A series of state, county and township roads: Millersport, Canal to Village of Baltimore. This route then creates a loop extending south from the Village of Baltimore on Main,

ACTIVE TRANSPORTATION COMMITTEE RECOMMENDATIONS – Continued

Leonard and Basil in order to provide a connection to the Smeck Farm. Otherwise, cyclists may continue south on SR 158 to the City of Lancaster.

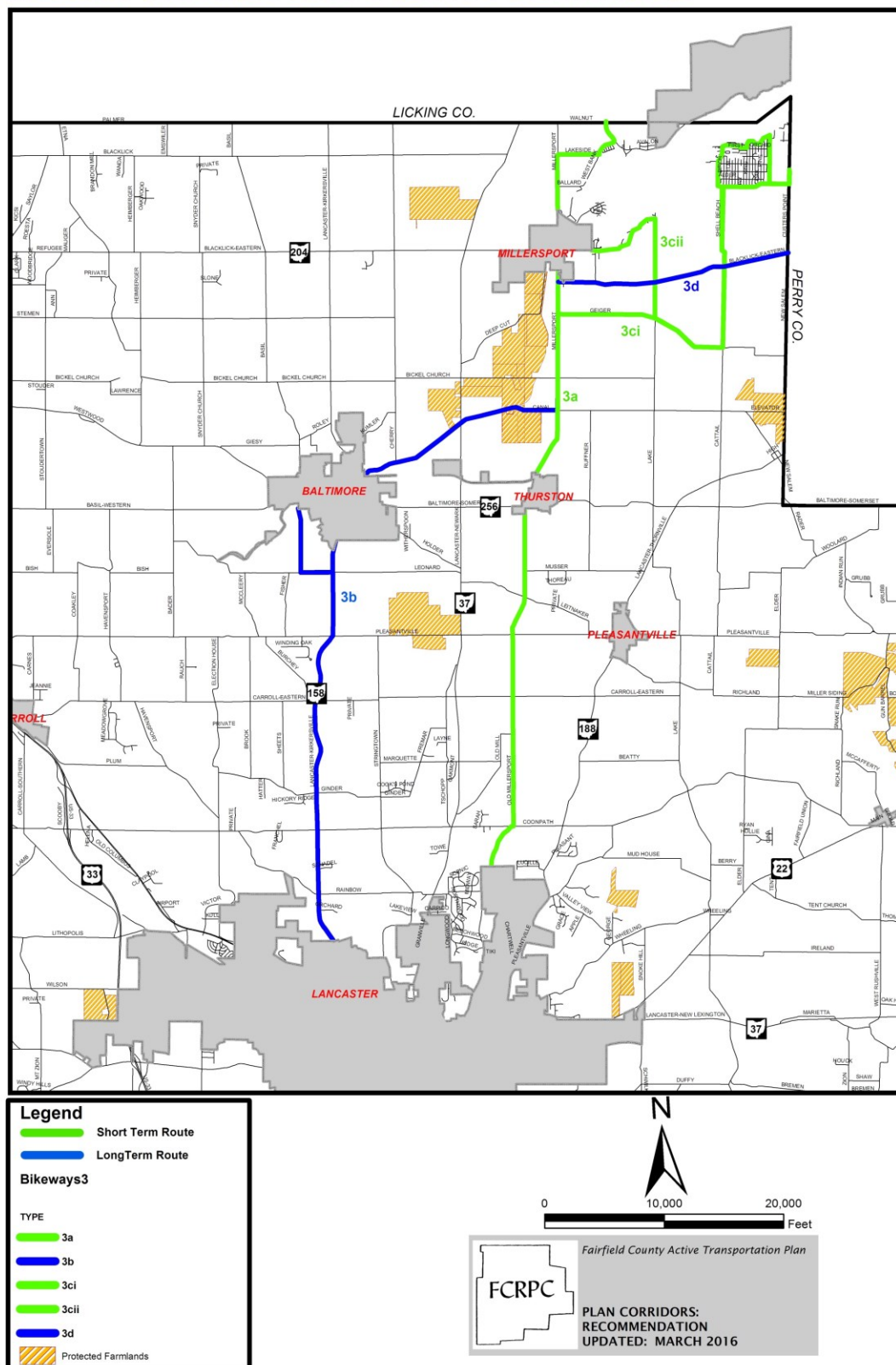
The Agricultural Security Area (ASA) is a vital part of this corridor. Consideration must be provided when determining the types of treatments to be utilized within this route.

**3c. Perry County to Millersport – Short Term Route**

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- ii. **This route follows some of the same roads as 3ci but includes a deviation to the north to provide views of Buckeye Lake. It allows for travel on lower speed, less traveled roads and has been identified as a common route utilized by cyclists. It includes a series of county and township roads: Custer's Point, Fairfield Beach, Rosewood, Lake Shore; Juniper; Orchid; Bateson; Shell Beach, Cattail; Geiger, Millersport.**

**4. Perry County to Millersport – Long Term Route**

**This alternative utilizes SR 204 to provide direct access from Perry County to Millersport. This route would require off road improvements due to its high traffic volume and speed.**



ACTIVE TRANSPORTATION COMMITTEE RECOMMENDATIONS – Continued

A motion was made by Harry Myers to approve the Active Transportation Committee recommendations. Todd Edwards seconded the motion. Larry Neeley expressed his concerns about SR 204 being safe for cyclists with its sharp hills. Holly Mattei responded that this corridor calls for an off-road bike path that would be separated from the travel lanes. Kent Huston said that the State may provide funding in the future if we identify a plan. After discussion, a vote was taken and the motion passed with Larry Neeley opposed.

Holly Mattei presented the following report:

**ITEM 6. PROPOSED REVISIONS TO THE RPC PERSONNEL MANUAL – PERSONAL DAYS**

The County Commissioners recently approved a change in the County Personnel Manual to provide three (3) personal days to employees. The payroll department has requested that the RPC update its Personnel Manual to reflect this change. The proposed change affects Section V- Paid Absences – Subsection D. Proposed deletions are shown below with a ~~striketrough~~. Proposed additions are shown in **bold**. All other sections of the RPC Personnel Manual remain unchanged.

Proposed Changes to the RPC Personnel Manual Section V – D – Personal Leave.

D. PERSONAL LEAVE.

~~Personal leave may be granted by the Director for special circumstances.~~ **Personal leave shall be granted in accordance with the policies and procedures within the then current Fairfield County Personnel Manual for Personal Leave.**

A motion was made by Harry Myers to approve the proposed revisions to the RPC Personnel Manual – Personal Days. Ira Weiss seconded the motion. Harry Myers asked if the County has had any personal days before. Holly Mattei responded no. After discussion, a vote was taken and the motion passed.

Holly Mattei presented the following report:

**ITEM 7.        CONTRACT FOR HOUSING INSPECTION SERVICES FOR FISCAL  
YEAR 2016 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 Fair Housing Assistance for the Fiscal Year 2016 Community Housing Improvement Program (CHIP) in the amount of \$13,000. This contract is contingent upon the CHIP application to the state being approved and funded.

RPC staff has previously provided the inspection services for this program since 2000. These services primarily have involved working with the Lancaster-Fairfield Community Action Agency to establish a system of quality assurance.

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 AND FAIR HOUSING ASSISTANCE  
PY 2016 COMMUNITY HOUSING IMPACT AND PRESERVATION PROGRAM  
(CHIP)**

**Fairfield County Board of Commissioners**

Effective Date: September 1, 2016  
Termination Date: December 31, 2018

**CONTRACT AGENCY:**

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

**MAXIMUM CONTRACT AMOUNT:** Not to Exceed \$13,000

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 is applying to received Federal and/or State funding for the implementation and operation of the PY 2016 Community Housing Impact and Preservation Program (hereinafter the "CHIP"); and

WHEREAS, the County desires to contract with the Fairfield County Regional Planning Commission to assist in Housing Inspection and Fair Housing Education Services if the application is approved and funding is granted by the Ohio Development Services Agency for the Fairfield County CHIP Program PY 2016;

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 Development Services Agency.

## **Article II**

### **HOUSING INSPECTION SERVICES – Not to exceed \$10,000\***

As administrator for the CHIP, the CAP Commission of the Lancaster-Fairfield Area shall assign housing program staff from the agency to work with the Regional Planner's staff. They will be accountable for the following responsibilities to provide inspection services for the CHIP to include, but not limited to the following:

- Inspect properties and develop specifications.
- Review specifications.
- Review submitted bids.
- Review pre-construction conference information with rehabilitation specialist.
- Conduct interim inspections during construction.
- Conduct final inspection upon completion of work with rehabilitation specialist.
- Attend relevant housing training.
- Authorize contractor payments for completed work.
- Perform other related duties as required.

### **FAIR HOUSING EDUCATION SERVICES – Not to exceed \$3,000\***

The Fairfield County Regional Planning Commission will provide fair housing education services in collaboration with the Program Administrator. These activities include, but are not limited to the following:

- Attend and participate in relevant fair housing training opportunities.
- Explain fair housing rights to customers.
- Train community groups on fair housing rights.
- Edit Fair Housing literature as needed.
- Distribute Fairfield County Fair Housing Brochures and Fair Housing Posters. Forward any fair housing complaints to the Fairfield County Regional Planning Commission.
- In collaboration with the Regional Planning Commission, conduct Fair Housing Analysis of Impediments
- Other related duties as required.

\*Cost of services shall be based on the inclusive rate of \$50 per hour of service and documented as such on all invoices.

### 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 Thirteen Thousand Dollars (\$13,000). 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(I) 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 2016 Fairfield County Community Housing Impact and Preservation Program Fairfield County Regional Planning Commission has been provided a copy of, understands and shall abide by the requirements of Executive Order 2010-09S.

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: \_\_\_\_\_

Title: \_\_\_\_\_

**Fairfield County Regional Planning Commission**

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

Title: \_\_\_\_\_

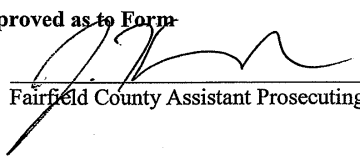
**Grantee: Fairfield Co. Bd. of Commissioners**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Steve Davis, Commissioner

By: \_\_\_\_\_ Date: \_\_\_\_\_  
David Levacy, Commissioner

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Michael Kiger, Commissioner

**Approved as to Form**

By:  \_\_\_\_\_ Date: 3-22-16  
Fairfield County Assistant Prosecuting Attorney

A motion was made by Phil Stringer to approve the FY 2016 CHIP Contract and authorize Holly Mattei to sign the contract. John Snook seconded the motion. Motion passed.

**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**

561000	OFFICE SUPPLIES	\$ 206.34
530005	CONTRACT SERVICES – OTHER	\$ 677.82
543000	CONTRACT SERVICES – REPAIR	\$ 99.49
558000	TRAVEL & EXPENSES	<u>\$ 194.11</u>
	TOTAL	\$ 1,177.76

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

**ITEM 10. OTHER BUSINESS**

Holly Mattei reminded everyone about the Zoning Training on how to run a public meeting to be held on Thursday, April 7<sup>th</sup>, at the Utilities Office.

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

Minutes Approved By:

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William Yapple, President

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Mary K. Snider, Secretary