

## **MINUTES**

**May 7, 2019**

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

Presiding: Phil Stringer, President

Present: Betsy Alt, Todd Edwards, Craig Getz, Charles Hockman, Kent Huston, Doug Ingram, Joe Kemmerer, Darrin Monhollen, Larry Neeley, Melissa Tremblay, Ira Weiss, Bill Yapple, Dave Levacy (County Commissioner), Carri Brown (County Administrator), Rick Szabrak (County Economic Development Director), Loudan Klein (Executive Director), James Mako (Assistant Director), and Gail Beck (Adm. Asst.).

### **ITEM 1. MINUTES**

The Minutes of the April 2, 2019, Fairfield County Regional Planning Commission meeting were presented for approval. Ira Weiss made a motion for approval of the minutes. Todd Edwards seconded the motion. Motion passed.

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

Phil Stringer welcomed everyone to the meeting.

### **ITEM 3. PRESENTATION**

Doug Smith gave a presentation on IAP – Government Services Group – State Contracted Third Party Administrator.

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

James Mako presented the following report:

**ITEM 4a. Applicant:** Bloom Township

**Proposed Revisions:** Bloom Township wishes to amend Article VIII (Procedures and Requirements for Conditional Use Permits, Substantially Similar Uses, Accessory Uses, Home Occupations, and Group Home Residential Facilities) of their zoning code. The proposed revisions are as follows:

BTZR 809 and 809.1 NOW STATES:

809 HOME OCCUPATIONS It is the purpose of Sections 809.1 to 809.2 inclusive of this Resolution to promote the public health, safety, and welfare through the regulation of home occupations. It is further the intent of these sections to allow limited nonresidential uses in residential structures which are compatible with the residential character of their surroundings.

809.1 Definition “Home Occupation” means an accessory use which is an activity, profession, occupation, service, craft, or revenue-enhancing hobby which is clearly incidental and subordinate to the use of the premises as a dwelling, and is conducted entirely within the dwelling unit without any significant adverse effect upon the surrounding environment.

PROPOSED CHANGE:

809 HOME OCCUPATIONS It is the purpose of Sections 809.1 to 809.2 inclusive of this Resolution to promote the public health, safety, and welfare through the regulation of home occupations. It is further the intent of these sections to allow limited nonresidential uses ~~in residential structures~~ which are compatible with the residential character of their surroundings.

809.1 Definition “Home Occupation” means an accessory use which is an activity, profession, occupation, service, craft, or revenue-enhancing hobby which is clearly incidental and subordinate to the use of the premises as a dwelling, and is conducted ~~entirely within the dwelling unit~~ without any significant adverse effect upon the surrounding environment.

**REGIONAL PLANNING COMMISSION STAFF COMMENTS:** Staff is supportive of the proposed amendment. The township may also want to amend the definition of “Home Occupation” found in Article III (Definitions) to be consistent with the changes proposed in Section 809.01. Article III states:

“HOME OCCUPATION: “Home occupation” means an accessory use that is an activity, profession, occupation, service, craft, or revenue-enhancing hobby that is clearly incidental and subordinate to the use of the premises as a dwelling, and is conducted entirely within the dwelling unit, without any significant adverse effect upon the surrounding neighborhood. A “home occupation” may be conducted only by the inhabitants thereof.

**REGIONAL PLANNING COMMISSION STAFF RECOMMENDATION:**

RPC staff recommends approval of the proposed text amendment.

Applicant: Bloom Township – Continued

A motion was made by Doug Ingram to approve the RPC staff recommendation. Kent Huston seconded the motion. Motion passed.

Loudan Klein presented the following report:

**ITEM 5. FY 2018 – CDBG CONTRACT AMENDMENT – TO PROVIDE FUNDS FOR ANALYSIS OF IMPEDIMENTS UPDATE**

**AMENDMENT TO CONTRACT TO PROVIDE IN-KIND SERVICES FOR FAIR HOUSING ACTIVITIES AND REDUCTION IN ADMINISTRATION COMPENSATION**

**CONTRACT AMENDMENT 1**

This Amendment to Contract (“Amendment”) is made effective as of the \_\_\_\_ day of \_\_\_\_\_, 2019 by and amongst the Fairfield County Board of Commissioners (“the COUNTY”) with offices located at 210 East Main Street, Lancaster, Ohio 43130, and the Fairfield County Regional Planning Commission (“the RPC”) with offices located at 210 East Main Street, Lancaster, Ohio 43130 and amends that certain agreement previously executed by and amongst the COUNTY, and the RPC signed in 2018, a copy of which is attached hereto and incorporated herein (“the Original Agreement”).

**RECITALS**

WHEREAS, the Parties previously entered into the Original Agreement; and

WHEREAS, in order to compensate a consultant for the necessary Analysis of Impediments to Fair Housing Required by the State of Ohio; and

WHEREAS, RPC will perform Fair Housing Activities as an In-Kind service and reduce the cost of services outlined in Activities 4, 5, and 6 in order to free up an additional \$14,000; and

WHEREAS, the Parties now seek to amend the Original Agreement as set forth below.

NOW THEREFORE, for the promises contained herein and other adequate consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, and intending to be legally bound, the Parties to this Amendment do hereby agree as follows:

It is mutually understood and agreed by and amongst the undersigned Parties that the Original Agreement is hereby amended as follows:

1. SECTION 2 of the Original Agreement is agreed to be amended as follows:

FY 2018 – CDBG CONTRACT AMENDMENT – TO PROVIDE FUNDS FOR ANALYSIS OF IMPEDIMENTS UPDATE – Continued

The COUNTY shall pay the RPC an amount not to exceed ~~\$50,000~~ **\$36,000** 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 ~~\$50,000~~ **\$36,000**.

2. Appendix A of the Original Agreement is agreed to be amended as follows:

1. The Fair Housing Activities will ~~be billed on an hourly basis with a not to exceed amount (Activity 3 in Scope of Services)~~ **done as an In-Kind Service by the RPC.** ~~\$10,000 (hourly not to exceed)~~

2. 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). ~~\$28,000 (hourly not to exceed)~~

Any services billed hourly, hereunder, shall be billed at the then current hourly rate which will include fringe benefits. **\$24,000 (hourly not to exceed)**

3. This Amendment shall become effective on \_\_\_\_\_, 2019 and shall expire at 11:59 p.m. on October 31, 2020 (“the Amendment Expiration Date”). After the Amendment Expiration Date (a) the terms of this Amendment shall be null and void and no longer be in effect as if this Amendment had never been written, and (b) all of the terms of the Original Agreement shall remain and continue in full force and effect until the termination or expiration of the Original Agreement.

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

FAIRFIELD COUNTY, OHIO

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

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

FY 2018 – CDBG CONTRACT AMENDMENT – TO PROVIDE FUNDS FOR ANALYSIS  
OF IMPEDIMENTS UPDATE – Continued

FAIRFIELD COUNTY REGIONAL  
PLANNING COMMISSION

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Phil Stringer, President

Date:

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**CONTRACT FOR PROFESSIONAL SERVICES  
BETWEEN REVEILLE LTD  
AND THE FAIRFIELD COUNTY BOARD OF COUNTY COMMISSIONERS**

This Agreement is made by and between the Fairfield County Board of County Commissioners, (hereinafter referred to as “Client”) and Reveille Ltd., (hereinafter referred to as “Reveille”), collectively referred to as, “the parties”, engage each other for the following:

WHEREAS, the Client desires to enter into an Agreement for Professional Services for professional planning services; and

WHEREAS, Reveille is in the business of providing Professional Services for planning, economic development, urban design, and grant writing; and

THEREFORE, in consideration of the mutual promises contained herein and for good and valuable consideration, the parties hereto agree as follows;

**SECTION 1 – SCOPE OF SERVICES**

1.1 Services – The Professional Services provided for by Reveille to this project are identified in *Exhibit A, Scope of Services Proposal*, attached to this Agreement. Reveille will provide additional services as requested by the Client and as set forth in writing by the Client to Reveille. Exhibit A is incorporated by reference to the terms and conditions set forth in this Agreement. Any additional services provided shall be reflected by amendment to the Scope of Services or by addendum in writing to this Agreement.

1.2 Independent Contractor – Reveille is to serve as an independent contractor for Client, and neither Reveille, its employees, or any other person or entity through which Reveille performs its responsibilities under this Agreement shall be considered an employee of the Client.

1.3 Fees – Reveille shall be paid for services, as set forth and detailed in the attached exhibits, in a lump sum not to exceed fourteen thousand dollars (\$14,000), including all reimbursable expenses or costs, unless otherwise approved by the Client. Reimbursable expenses including travel related expenses such as millage and hotel, if incurred, shall not exceed \$500.

1.4 Confidentiality – Unless expressly authorized by the Client, Reveille agrees that, subject to any applicable legal restrictions or court orders requiring disclosure, all information provided to it by the Client or by any private entity working with the Client shall be kept confidential.

**SECTION 2 – CLIENT RESPONSIBILITIES**

2.1 Client Notification – The Client shall provide all criteria and full information as to

CONTRACT FOR PROFESSIONAL SERVICES - Continued

Reveille's requirements for the project; a designated person to act with authority on Client's behalf and respect to all aspects of the project; examine and respond promptly to Reveille's submissions; and give prompt, written notice to Reveille whenever the Client observes or otherwise becomes aware of any defect or objection in the work.

If for Client:

Carri L. Brown, PhD, MBA, CGFM  
County Administrator  
Fairfield County Commission  
210 East Main Street  
Lancaster, Ohio 43130  
carri.brown@fairfieldcountyohio.gov  
(740) 652-7096 ph

If for Reveille:

Mr. Glenn T. Gridale, AICP, GISP  
Principal  
Reveille  
130 South Main Street, Suite 302  
Bowling Green, Ohio 43402  
(419) 353-7372 ph  
Email: glenn.gridale@reveille.me

SECTION 3 – INVOICES AND REIMBURSEMENT

3.1 Payment – Payment to Reveille shall be made payable within ten (10) days of receipt of the invoice.

3.2 Suspension – Should the Client fail to make payment due Reveille for services and/or expenses within thirty (30) days after receipt of the invoice, Reveille may suspend services and withhold work product under this Agreement until any and all outstanding and/or delinquent invoices have been paid in full for all amounts due for services, expenses and charges performed under this Agreement. Reveille shall have no liability to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Upon payment of all amounts due by the Client, Reveille shall resume services under this Agreement.

3.3 Timeliness – If the Client fails to make payment to Reveille in accordance with the payment terms set forth in this Agreement; such failure shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by Reveille.

3.4 Satisfaction with Services – Payment of any invoice by the Client to Reveille shall mean

CONTRACT FOR PROFESSIONAL SERVICES - Continued

that the Client is satisfied with Reveille's services to date of payment and finds no deficiencies or objections in the services provided. Should the Client elect to dispute an invoice submitted by Reveille for payment, the provisions of Section 4, Paragraph 4.1 shall apply to such dispute.

SECTION 4 – DISPUTE RESOLUTION

4.1 Dispute Procedure – Should either the Client or Reveille object or dispute the services set forth in accordance with this Agreement, the parties shall institute the following resolution procedure;

a. The party initiating the dispute shall notify the other party in writing or electronically within ten (10) days of the initial dispute. Within ten (10) days of receipt of the notification of dispute, the parties shall meet to resolve the dispute or objection. The parties shall exercise good faith negotiations in order to resolve the dispute. Should the negotiations resolve the dispute, the parties will record the resolution in writing with respective copies of the document being provided to the parties.

b. If negotiations between the parties do not result in resolution of the dispute, the parties shall submit the matter to non-binding mediation in accordance with local, regional or state bar association guidelines or generally accepted practices and guidelines for mediation as available and appropriate. The parties shall work in good faith to resolve the matter in dispute. The parties may also represent themselves or be represented by legal counsel during the mediation process. The parties shall mutually agree to a timeframe for conclusion of the mediation process.

c. If the parties fail to reach resolution of the dispute through mediation both the Client and Reveille reserve all of their respective rights, claims, defenses, causes of action, both in law and equity to bring such action in a court of competent jurisdiction as set forth in Section 9 of this Agreement.

SECTION 5 – TERMINATION

5.1 Client Reimbursement – In the event of termination of this Agreement by either party, the Client shall within thirty (30) days of the termination pay Reveille for all services rendered and all reimbursable costs incurred by Reveille up to the date of termination, in accordance with the payment provisions set forth in this Agreement.

5.2 Client Termination – The Client may terminate this Agreement at its convenience and without cause upon giving Reveille not less than thirty (30) days written notice.



## CONTRACT FOR PROFESSIONAL SERVICES - Continued

5.3 Termination for Cause – Either party may terminate this Agreement for cause upon giving the other party not less than thirty (30) days written notice for any of the following reasons:

- a. Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;
- b. Suspension of the project or of Reveille's Professional Services by the Client for more than ninety (90) days; and
- c. Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the project, and the failure of the parties to reach Agreement on the compensation and schedule adjustments necessitated by such changes.

5.4 Payment after Termination – In the event of any termination that is not the fault of Reveille, the Client shall pay Reveille for services rendered and reimbursable costs incurred.

## SECTION 6 – SUCCESSORS AND ASSIGNS

6.1 Parties Bound - Reveille and Client each is hereby bound and the partners, successors, executors, administrators and legal representatives of Reveille and Client are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

6.2 Party Assignment - Neither Reveille nor Client shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Client from employing such independent professional associates and consultants as Client may deem appropriate to assist in the performance of services hereunder.

6.3 Conferring of Rights - Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Reveille and Client, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Reveille and Client and not for the benefit of any other party.

CONTRACT FOR PROFESSIONAL SERVICES - Continued

6.4 Amendments in Writing – This Agreement may be amended or modified by mutual agreement of the parties, in writing, signed by authorized representatives of the parties. The parties may also utilize an addendum to this Agreement, in writing, signed by authorized representatives of the parties.

SECTION 7 – CONSEQUENTIAL DAMAGES

7.1 Consequential Damages - Notwithstanding any other provision of the Agreement, neither party shall be liable to the other for any consequential damages incurred due to the fault of the other party, regardless of the nature of this fault or whether it was committed by the Reveille or the Client, or either party’s employees, agents, subconsultants or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.

SECTION 8 - CONTROLLING LAW

8.1 Complete Agreement – This Agreement and the attachments hereto shall constitute the entire Agreement between the Client and Reveille and no other Agreements oral or written exist between the parties pursuant to the subject hereto.

SECTION 9 - SUBJECT HEADINGS

9.1 Headings – The headings of Sections or paragraphs used in this Agreement have been inserted for convenience only and are not to be used or intended to be used in determining the contents or interpretation of the conditions and terms set forth therein.

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals, by and through the undersigned Officers as of the date set forth herein and bind each entity to this Agreement.

REVEILLE

FAIRFIELD COUNTY BOARD OF COUNTY  
COMMISSIONERS

By \_\_\_\_\_  
Glenn T. Grisdale, AICP, GISP

By \_\_\_\_\_  
Carri L. Brown, PhD, MBA, CGFM

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

CONTRACT FOR PROFESSIONAL SERVICES – Continued

**EXHIBIT A: SCOPE OF SERVICES**

**A.1. Planning Services**

1. The updating of the Fair Housing Analysis of Impediments Report by July 1, 2019, unless extended by the Ohio Development Services Agency and consent of Client. Reveille staff will work closely with Loudan Klein, FCRPC Executive Director, to develop the Plan Update, as framed and referenced in *Exhibit A: Reveille Proposal*.

A motion was made by Ira Weiss to approve the FY 2018 – CDBG Contract Amendment. Kent Huston seconded the motion. Motion passed with Dave Levacy and Carri Brown abstaining.

Loudan Klein presented the following:

**ITEM 6. APPROVAL OF PRELIMINARY 2020 RPC BUDGET**

<b>2020 PRELIMINARY BUDGET</b>			
<b>FAIRFIELD COUNTY REGIONAL PLANNING COMMISSION</b>			
<b>2020 PROJECTED RECEIPTS</b>			
	2020 Member Assessments		
	County Commissioners (includes Building Department Administration)	\$	150,000
	Other Member Assessments	\$	35,100
	Subdivision Review and Permit Fees	\$	58,000
	CDBG Administration	\$	30,000
	Parks and Recreation (Pass Thru)	\$	8,000
	Building Department Contribution	\$	6,000
		\$	<b>287,100</b>
*****			
<b>FAIRFIELD COUNTY REGIONAL PLANNING COMMISSION</b>			
<b>2020 PRELIMINARY BUDGET</b>			
	*Bold are Major Expenditure Object Categories		
	<b>Personal Services</b>	\$	198,000
	<b>Fringe Benefits</b>	\$	73,000
	PERS		
	Worker's Compensation		
	Medical/Hospitalization Insurance		
	Life Insurance		
	Unemployment		
	<b>Materials and Supplies</b>	\$	900
	<b>Contract Services</b>	\$	23,000
	Contract Services - Other		
	Contract-Repair		
	Travel and Expenses		
	<b>Capital Outlay</b>	\$	2,500
	<b>Other Expenses</b>	\$	500
	<b>BUDGET</b>	\$	<b>297,900</b>
	Projected 2020 Carryover		\$177,655

A motion was made Doug Ingram to approve the Preliminary 2020 RPC Budget. Bill Yaple seconded the motion. Motion passed.

**ITEM 7. BUILDING DEPARTMENT APPLICATIONS UNDER REVIEW FOR BUILDING PERMITS**

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

Loudan Klein presented the following bills for payment:

**ITEM 8. BILLS**

543000	REPAIR & MAINTENANCE	\$ 50.25
558000	TRAVEL & EXPENSES	<u>\$ 153.06</u>
	TOTAL	\$ 203.31

A motion was made by Kent Huston to approve the bills for payment as corrected. Bill Yaple seconded the motion. Motion passed.

**ITEM 9. OTHER BUSINESS**

Loudan Klein stated that the meeting on April 25, 2019 to discuss maintenance bonds was very productive. There will be another meeting on Thursday, May 9, 2019 at 1:00 p.m. Loudan encouraged the RPC members to attend, if interested. Carri Brown added that the administrative recommendation at this time is leaning toward 3 years with requirement 80% lots are occupied with maximum of 5 years.

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:

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Phil Stringer, President

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Kent Huston, Secretary