

MINUTES

June 6, 2017

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

Presiding: Bill Yaple, President

Present: Betsy Alt, Rachel Elsea, Charles Hockman, Kent Huston, Dean LaRue, Carol Moore, Harry Myers, Larry Neeley, Karen Roberts, Mary Snider, John Snook, Phil Stringer, Ira Weiss, Jeffrey White, Kevin Yeamans, Dave Levacy (County Commissioner), Rick Szabrak (Fairfield County Economic Development Director), Loudan Klein (Executive Director), Geoff Carabin (Regional Planner), Becky Coutinho (RPC Intern), and Gail Beck (Adm. Asst.).

ITEM 1. MINUTES

The Minutes of the May 2, 2017, Fairfield County Regional Planning Commission meeting were presented for approval. Rick Szabrak made a motion for approval of the minutes. Kent Huston seconded the motion. Motion passed with Dave Levacy and Karen Roberts abstaining.

ITEM 2. PRESIDENT'S REPORT

Bill Yaple welcomed everyone to the meeting. Mr. Yaple introduced Geoff Carabin as the new Regional Planner with the RPC.

ITEM 3. PRESENTATION

Dennis Keller, Facilities Manager, gave an update on the Jail and Public Safety.

ITEM 4. SUBDIVISION ACTIVITIES

Loudan Klein presented the following report:

ITEM 4a). SUBDIVISION: Spring Creek - Revised Preliminary Plan - Variance to Section 3.3.1(A)

OWNER/DEVELOPER: Ricketts Family Holdings

ENGINEER: Faris Planning and Design

LOCATION AND DESCRIPTION: The Spring Creek Subdivision is located in Section 3, Range 20, Township 15 of Violet Township. A revised preliminary plan for 175 acres with 338 single family lots, 10.1 acres of commercial property, and 12 acres of green space was approved by the Regional Planning Commission on August 3, 1999. Previously, the applicant received approval to remove a 3.00 acre parcel on Pickerington Road that has now been transferred to an adjacent church property. The revised plan for the remaining development proposes 110 lots. Access will be from the existing Spring Creek subdivision as well as Pickerington Road. Central water and sewer services will continue to be provided by Fairfield County Utilities.

Last year the applicant submitted a revised preliminary plan which was tabled at our July, February and now May Subdivision Regulations Committee meeting due to a number of issues. Although the plan itself was tabled in May, the variance is still moving forward.

A variance is being request from the revised preliminary plan fee (Section 3.3.1(A), since the applicant submitted several preliminary plan extensions over the years, those were credited towards the fee. The revised preliminary plan fee totaled \$13,220, and since the plan was extended for 10 years at \$500 a year, a credit of \$5,000 was put toward the \$13,220. The fee came to a total of \$8,220.

SUBDIVISION REGULATIONS COMMITTEE RECOMMENDATION: The Subdivision Regulations Committee recommends approval of the variance.

A motion was made by Ira Weiss to approve the Subdivision Regulations Committee recommendation. Phil Stringer seconded the motion. Motion passed with Harry Myers abstaining.

ITEM 5. PROPOSED ZONING AMENDMENTS

Becky Coutinho presented the following report:

ITEM 5a). Applicant: Liberty Township

1. **Proposed Revisions:** Liberty Township Zoning Board has submitted proposed changes to Article III, Definitions of their zoning text. The proposed changes would add/delete the following language:

COMPANION ANIMAL – any animal that is kept inside a residential dwelling and any dog or cat regardless of where it is kept, including a pet store as defined in Section 956.01 of the

Applicant: Liberty Township – Continued

Revised Code. “Companion animal” does not include livestock or any wild animal.

DECORATIVE FENCE – A fence that provides no other purpose but decorative or aesthetic purposes. Not an accessory structure.

FENCE – Any structure composed of wood, metal, stone, plastic, or other natural material erected in such a manner and positioned as to enclose or partially enclose a lot or any portion of a lot. An artificially constructed barrier of wood, masonry, stone, wire, metal or any other manufactured material or combination of materials erected to enclose, screen, or separate areas, excluding agricultural and decorative fences.

LIVESTOCK – means horses, mules, and other equidae; cattle, sheep, goats, and other bovidae; swine and other suidae; poultry; alpacas; llamas; captive white tailed deer; and any other animals that is raised or maintained domestically for food or fiber.

REGIONAL PLANNING COMMISSION STAFF RECOMMENDATION:

RPC staff recommends approval of the proposed zoning text amendment. Proposed definitions are consistent with Ohio Revised Code.

Kent Huston made a motion to approve the RPC staff recommendation. Harry Myers seconded the motion. Betsy Alt explained the reason for the change in the fence language was for the use of solar panels. After discussion, a vote was taken and the motion passed with Betsy Alt abstaining.

Becky Coutinho presented the following report:

ITEM 5b): Applicant: Liberty Township

1. **Proposed Revisions:** Liberty Township Zoning Board has submitted proposed changes to Article X, General Development Standards, Section 10.11, Paragraph A, Number 6. The proposed changes would delete/add the following language:
6. Post-Construction Storm Water Management Requirements

A Post – Construction Storm Water Management Plan shall be prepared for all developments covered by these regulations in Districts PRB/CS, B-1, B-2, I-1, PUD, F-P, ~~EPR-1~~ which require improvements to more than one acre of land. The Post – Construction Storm Water Management Plan shall conform to The Ohio Environmental Protection Agency’s current General Permit authorization for Storm Water Discharges Associated with Construction Activity under the national Pollutant Discharge Elimination System” referred to as the General Construction Permit (GCP), a copy of which is attached hereto and incorporated herein as

Applicant: Liberty Township – Continued

Appendix 12-2, effective April 21, 2013, expiration April 20, 2018. If there is a conflict or ambiguity between zoning code and the GCP, the terms and conditions of the GCP shall control. If the GCP expires, it shall remain in effect and part of zoning code until a new GCP becomes effective. Upon the effective date of the new GCP, such new GCP is hereby incorporated herein, by reference, to the zoning code. Any person or entity utilizing this zoning code shall be responsible for determining then-effective GCP, a copy of which may be obtained from the Ohio Environmental Protection Agency. Prior to issuing the certificate of zoning compliance in Section 4.7, the applicant shall enter into a Storm Water Management/BMP Facilities Maintenance Agreement (example in Appendix) with the township to ensure the long term maintenance of these facilities. A template of the Liberty Township Storm Water Management/BMP Facilities Maintenance Agreement is attached hereto and incorporated in Appendix 12-3.

REGIONAL PLANNING COMMISSION STAFF RECOMMENDATION:

RPC staff recommends approval of the proposed zoning text amendment. The proposed change is to review post-construction stormwater management plans for developments within the Park and Recreation District which for example include but are not limited to: public/private recreation facilities, swimming pools, golf courses, and country clubs.

Kent Huston made a motion to approve the RPC staff recommendation. Harry Myers seconded the motion. Motion passed with Betsy Alt abstaining.

Becky Coutinho presented the following report:

ITEM 5c): Applicant: Liberty Township

1. **Proposed Revisions:** Liberty Township Zoning Board has submitted proposed changes to Article XI, Section 9, Paragraph G (Lot area, Setback, Lot Coverage, and Height Requirements) of their zoning text. The proposed changes would delete/add the following language:

G. Lot Area, Setback, Lot Coverage, and Height Requirements.

1. The minimum Lot Area required shall be two (2) acres.
2. The minimum Frontage required shall be as follows:
 - a. Lots less than or equal to 4.99 ~~five (5)~~ acres shall have a minimum of one hundred seventy five (175) feet of Frontage.
 - b. Lots greater than 4.99 ~~between five (5) acres~~ and less than or equal to 14.99 acres require a minimum of three hundred (300) feet of Frontage.
 - c. Parcels greater than 14.99 ~~fifteen (15)~~ acres ~~or more~~ shall require a minimum of sixty (60) feet of Frontage.
3. The minimum required Front Yard Setback shall be sixty (60) feet, measured in accordance with Section 10.2(A).

Applicant: Liberty Township – Continued

4. The minimum required Rear Yard Setback shall be fifty (50) feet.
5. The minimum required Side Yard Setback shall be fifteen (15) feet.
6. The maximum height shall be thirty-five (35) feet.

REGIONAL PLANNING COMMISSION STAFF RECOMMENDATION:

RPC staff recommends approval of the proposed zoning text amendment.

Kent Huston made a motion to approve the RPC staff recommendation. Harry Myers seconded the motion. Motion passed with Betsy Alt abstaining.

Loudan Klein presented the following report:

ITEM 5d). APPLICANT: Liberty Township

LOCATION & DESCRIPTION: There are 18 parcels representing 8 churches proposed for rezoning at various locations throughout the township. The properties are all currently zoned R-R(Rural Residential District).

EXISTING ZONING: R-R Rural Residential District- It is the intent of the R-R Rural Residential District to provide for single-family dwellings on large tracts within areas of open land and agricultural activity. Areas in the R-R Rural Residential District will not normally be served by public sewer and water.

EXISTING LAND USE: Religious- Churches

PROPOSED REZONING: PRB/CS Planned Rural Business/Community Service district. It is the intent of the PRB/CS District to provide for planned development of small scale, limited business and/or community service activities in conjunction with or in close proximity to residential Uses. This District permits business and community service activities that could have significant and/or unique impacts on adjacent and nearby residential properties. It is the intent of this District to promote the compatibility of these Uses with the adjacent neighborhoods. The future enjoyment of nearby residential properties should be a primary consideration. It is not the intent of this District to include large scale commercial developments.

PROPOSED USE: No Change, Religious- Churches

RPC STAFF RECOMMENDATION:

Considering the use of the parcels is not changing, merely the zoning is being corrected; the RPC staff is recommending the approval of the proposed rezoning. The planned rural business/community service district promotes the cohesion of community service activities in proximity to residential uses.

Applicant: Liberty Township – Continued

A motion was made by John Snook to approve the RPC staff recommendation. Kevin Yeamans seconded the motion. Discussion followed regarding the possibility of a church closing sometime in the future and how that would affect the zoning. After discussion, a vote was taken and the motion passed with Betsy Alt abstaining.

Loudan Klein presented the following report:

ITEM 5e). APPLICANT: Joseph A. Fello

LOCATION & DESCRIPTION: The property proposed to be rezoned is located at 4214 Coonpath Road NW (PID # 0130046400 R 19 T 15 S 17 SE) with frontage on the northeast side of Columbus-Lancaster Rd (CR 33A). The property is approximately 0.75 acres in size.

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

EXISTING LAND USE: Unused/Vacant

PROPOSED REZONING: I-Industrial. The intent of the I Industrial district is to provide an environment conducive to the development of research facilities, wholesale outlets, warehousing and distribution facilities, and limited manufacturing concerns.

PROPOSED LAND USE: The applicant is proposing to construct a natural gas regulator station on the site. The regulator station will consist of regulator building to house valve equipment that controls natural gas pressure and volume.

ADJACENT ZONING

NORTH	I Industrial
EAST	I Industrial
WEST	I Industrial (Across 33A) R-1 Rural Residential (Across 33A)
SOUTH	I Industrial (Across 33A) B-1 Business District

ADJACENT USE

Mount Carmel Health System
Mount Carmel Health System
Kilbarger Properties LLC
Single Family Home
Dovel Land Co LTD
Fairfield Commercial Properties

RPC STAFF RECOMMENDATION:

RPC Staff recommends approval of the proposed rezoning with the following comments:

1. Given the size of the parcel at .75 acres and with no usable road frontage; the parcel is limited in its abilities to be inhabited. With that being said given the larger encompassing

Applicant: Joseph A. Fello – Continued

parcel is zoned Industrial, it appears rezoning this parcel would be a compatible classification.

2. RPC staff recommends the applicant work with the County Engineers Office to address access along Coonpath Road in addition to acquiring any required easements pertaining to access.

A motion was made by Harry Myers to approve the RPC staff recommendation. Ira Weiss seconded the motion. Discussion followed regarding the ownership of the property next to the proposed rezoning. Applicant, Joe Fello with GAI Consultants, was present at the meeting to answer any questions. After discussion, a vote was taken and the motion passed with Kevin Yeamans abstaining.

Loudan Klein presented the following report:

ITEM 6. TERMINATION OF CONTRACT BETWEEN REGIONAL PLANNING COMMISSION AND THE FAIRFIELD COUNTY BOARD OF COMMISSIONERS FOR FISCAL YEAR 2016's CDBG PROGRAM

On January 17, 2017 Fairfield County Board of Commissioners and Fairfield County Regional Planning Commission entered into an agreement to provide services for FY 2016 CDBG Allocation and Neighborhood Revitalization Program funds. The Regional Planning Commission encountered some unexpected staff departures that has left the RPC too short-staffed to complete the Agreement as originally contemplated. Therefore, the RPC staff is recommending termination of the contract.

A motion was made by Dean LaRue to approve the termination of the contract between the Regional Planning Commission and the Fairfield County Board of Commissioners for Fiscal Year 2016's CDBG Program. Phil Stringer seconded the motion. Motion passed with Dave Levacy abstaining.

Loudan Klein presented the following report:

ITEM 7. APPROVAL OF PRELIMINARY 2018 RPC BUDGET

**2018 BUDGET
 FAIRFIELD COUNTY REGIONAL PLANNING COMMISSION
 2018 PROJECTED RECEIPTS**

434130 2017 Member Assessments	
County Commissioners (includes Building Department Administration)	\$152,700
Other Member Assessments	\$35,100
434101 Subdivision Review and Permit Fees	\$61,500
434000 CDBG Administration	-
433000 Parks and Recreation (Pass Thru)	\$14,000
Cash Reserves	\$15,430
	\$278,730

**FAIRFIELD COUNTY REGIONAL PLANNING COMMISSION
 2018 PRELIMINARY BUDGET**

511010 Salaries (4 employees)	\$138,500
522000 Medicare	\$2,050
523000 PERS	\$20,000
526000 Worker's Compensation	\$2,000
521000 Medical/Hospitalization Insurance	\$59,400
521100 Life Insurance	\$300
525000 Unemployment	\$10
561000 Supplies	\$1,200
530000 Contract Services (Pass Thru)	\$14,000
530005 Contract Services - Other	\$32,000
543000 Contract-Repair	\$2,250
558000 Travel and Expenses	\$4,000
574000 Equipment	\$2,500
590000 Other Expenses	\$520
 BUDGET	 \$278,730
 Projected 2018 Carryover	 \$145,500

A motion was made by Harry Myers to approve the 2018 Preliminary Budget. Kent Huston seconded the motion. Motion passed.

ITEM 8. APPROVAL OF TRANSFER OF FUNDS

The following resolution is needed for the vacation time payout for James Mako.

RESOLUTION #2017-05

IN THE MATTER OF APPROVAL OF TRANSFER OF FUNDS

WHEREAS, due to the termination of James Mako, a vacation time payout is necessary by the end of April, 2017, and

WHEREAS, \$400.00 is requested to be transferred to the Vacation Time Payout Account No. 74703000-514010 from the Salary Account No. 74703000-511010 to do the vacation time payout, and

WHEREAS, by making this transfer, it will not be necessary to increase the overall 2017 RPC Budget. The remaining balance in the Salary Account should be sufficient to cover the salary expenses remaining for 2017, and

NOW, THEREFORE,

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

1. That \$400.00 be transferred to the Vacation Time Payout Account No. 74703000-514010 from the Salary Account No. 74703000-511010.
-

Motion by _____ seconded by _____
that the resolution be adopted was carried by the following vote:

YEAS: _____ NAYS: _____
ABSTENTIONS: _____

Ratified on: June 6, 2017

William Yapple, President
Fairfield County Regional Planning Commission

A motion was made by Ira Weiss to approve Resolution #2017-05 Transfer of Funds. Phil Stringer seconded the motion. Motion passed.

ITEM 9. 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 10.	BILLS	
561000	OFFICE SUPPLIES	\$ 49.25
530005	CONTRACT SERVICES – OTHER	\$ 616.53
543000	REPAIR AND MAINTENANCE	\$ 104.78
558000	TRAVEL & EXPENSES	\$ 108.69
	TOTAL	\$ 879.25

A motion was made by Phil Stringer to approve the bills for payment. Mary Snider seconded the motion. Motion passed.

ITEM 11. OTHER BUSINESS

Loudan Klein distributed a Contract to provide In-Kind Services for Fair Housing as part of Fiscal Year 2016 CDBG Administration which is currently at the County Prosecutor's Office for approval. Loudan asked for approval for the RPC President to sign the Contract after being approved by the County Prosecutor.

FAIRFIELD COUNTY, OHIO, AND THE FAIRFIELD COUNTY REGIONAL PLANNING COMMISSION CONTRACT TO PROVIDE IN-KIND SERVICES FOR FAIR HOUSING ACTIVITIES

This Contract entered into on the _____ day of _____, _____ by Fairfield County, Ohio, hereinafter referred to as the 'COUNTY' and the Fairfield County Regional Planning Commission, hereinafter referred to as the "RPC".

WITNESSETH THAT:

WHEREAS, Fairfield County entered 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, the RPC and the Commissioners entered into the Agreement on January 17, 2017 to render and perform activities in connection with the Community Development Program; and,

WHEREAS, RPC encountered some unexpected staff departures that has left RPC too short-staffed to complete the Agreement as originally contemplated; and,

OTHER BUSINESS – Continued

WHEREAS, in response to RPC's change in circumstances, the Commissioners solicited a Statement of Qualifications and Proposals from qualifying firms to assist RPC in completing grant administration for FY 2016; and,

WHEREAS, CDC of Ohio, Inc. responded to the Commissioners' solicitation and the Commissioners awarded the contract to CDC; and,

WHEREAS, RPC will remain the fair housing contact for Fairfield County which will include the intake of complaints; and,

WHEREAS, Fairfield County desires to engage the RPC to render and perform fair housing activities in connection with the Community Development Program.

SECTION 1
SCOPE OF SERVICES

The RPC shall provide to the COUNTY the following services during the term of this Contract:

1. FAIR HOUSING ACTIVITIES. The RPC will designate a staff person to be the Fair Housing Coordinator which will include the intake of calls regarding Fair Housing complaints and provide technical assistance.

SECTION 2
COMPENSATION AND METHOD OF PAYMENT

While there is no monetary compensation under this Agreement between the parties, RPC has agreed to provide in-kind services listed in Section 1 to the COUNTY.

SECTION 3
TERM OF CONTRACT
TERMINATION PROVISIONS

The TERM of this Agreement shall begin on the date the contract is executed by both parties and terminate October 31, 2018. The COUNTY and the RPC may exercise an option to renew for an additional term as mutually determined by the parties and agreed to in writing.

This Contract may be terminated at any time by mutual written consent of the COUNTY and the RPC, or by sixty days written notice of either party.

SECTION 4
GENERAL PROVISIONS

Adherence to State and Federal Laws. The RPC agrees to comply with all applicable federal,

OTHER BUSINESS – Continued

state, and local laws, regulations, directives, guidelines, approved state plans, the Community Development Block Grant Handbook, and the COUNTY'S grant agreement B-F-16-1AV-1.

Conflict of Interest. The RPC will abide by the provisions that no member, officer, or employee of the RPC, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities, who exercises any functions or responsibilities with respect to the program, during the tenure or for one thereafter, shall have any direct or indirect interest in any contractor, subcontractor, or the proceeds thereof, financed in whole or in part with Title I grants.

Equal Employment Opportunity. During the performance of this Contract, the RPC agrees as follows:

- a) The RPC will not discriminate against any employee or applicant for employment because of race, creed, sex, color, national origin, age, handicap or familial status. The RPC will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color, national origin, age, handicap or familial status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The RPC agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the COUNTY setting forth the provisions of this non-discrimination clause.
- b) The RPC will in all solicitation or advertisements from employees placed by or on behalf of the RPC, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, national origin, age, handicap or familial status.
- c) The RPC will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contract or subcontracts for standard commercial supplies or raw materials.
- d) The RPC will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- e) The RPC will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts, by the COUNTY for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- f) In the event of the RPC's noncompliance with the noncompliance clauses of this Agreement or with any of such rules, regulations or orders, this Agreement may be canceled, terminated or suspended in whole or in part and the RPC may be declared ineligible for further

OTHER BUSINESS – Continued

government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rules, regulations, or orders of the Secretary of Labor, or as otherwise provided by law.

- g) The RPC will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The RPC will take such action with respect to any subcontract or purchase order as the COUNTY may direct as a means of enforcing such provisions including sanctions for noncompliance: provided, however, that in the event the RPC becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the COUNTY, the RPC may request the United States to enter into such litigation to protect the interests of the United States.

Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall on the grounds or race, color, national origin, creed, sex, age, handicap or familial status be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the grounds of race, color, national origin, sex, creed, age, handicap or familial status be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

“Section 3” Compliance in the Provision of Training, Employment and Business Opportunities.

- a) The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
- b) The parties to this contract will comply with the provisions of said Section 3 and regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the department issued there under prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

OTHER BUSINESS – Continued

- 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

OTHER BUSINESS – Continued

contract, grant, loan or cooperative agreement, the RPC shall complete and submit Standard form - LLL, “Disclosure Form to Report Lobbying”, in accordance with its instruction; and

- c) The RPC shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans and cooperative agreement) and that all subcontractors shall certify and disclose accordingly.

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

FAIRFIELD COUNTY, OHIO

Steve Davis, President
Fairfield County Board of Commissioners

Date: _____

FAIRFIELD COUNTY REGIONAL
PLANNING COMMISSION

Bill Yapple, President

Date: _____

OTHER BUSINESS – Continued

CERTIFICATE OF COUNTY’S ATTORNEY

ATTEST:

I, the undersigned, _____, the duly authorized and acting legal representative of Fairfield County, Ohio, do hereby certify as follows:

I have examined the attached contract and the manner of execution thereof, and I am of the opinion that the aforesaid agreement has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions and provisions thereof.

Signature
Assistant Prosecuting Attorney

Date

A motion was made by John Snook to approve the signing of the Contract by the RPC President. Ira Weiss seconded the motion. Motion passed with Dave Levacy abstaining.

Dave Levacy stated that Commissioner Steve Davis will testify tomorrow at the State Finance Committee. The outcome could affect Fairfield County substantially.

Loudan Klein distributed a survey for the RPC members to complete regarding their preference on the RPC meeting time.

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

Minutes Approved By:

William Yapple, President

Mary K. Snider, Secretary