

MINUTES

September 1, 2015

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: Kent Huston, President

Present: Zack DeLeon, Joel Denny, Tammy Drobina, Todd Edwards, Ivan Ety, Bob Kalish, Cheryl Kohler, Dean LaRue, Harry Myers, Bob Ortman, Jerry Rainey, Eric Sandine, Mary Snider, John Snook, Phil Stringer, Ira Weiss, Jeffrey White, Bill Yaple, Dave Levacy (County Commissioner), Carri Brown (County Administrator), A J Lacefield (Economic Development Assistant), Michael Kaper, (Land Bank Executive Director) Jim Bahnsen (County Treasurer), Jeremiah Upp (County Engineer), Holly Mattei (Executive Director), James Mako (Senior Planner), and Gail Beck (Adm. Asst).

ITEM 1. MINUTES

The Minutes of the August 4, 2015 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

Kent Huston welcomed everyone to the meeting.

ITEM 3. PRESENTATION

Presentation by Michael Kaper, Executive Director of the Fairfield County Land Reutilization Corporation (Land Bank).

Holly Mattei presented the following report:

ITEM 4. SUBDIVISION ACTIVITIES

ITEM 4a. SUBDIVISION: Heron Crossing Preliminary Plan

OWNER/DEVELOPER: MI Homes

SURVEYOR/ENGINEER: Watcon Engineering

LOCATION & DESCRIPTION: Located in Violet Township along Refugee Road, Township 16, Section 25, Range 20. The proposed subdivision consists of 180 lots on 109 acres with 52 acres of park space. 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 Preliminary Plan, subject to the following conditions:

1. The traffic impact study indicates that with the added traffic from this subdivision the LOS in 2036 at the Pickerington and Refugee Road intersection worsens from a LOS E to a LOS F. The Subdivision Regulations Committee recommends that the developer be required to mitigate this reduction in LOS as agreed upon with the County Engineer.
2. The applicant shall work with HHM Ventures LLC to obtain ROW to outlet site drainage directly to the west of the HHM Ventures property. If the applicant is unable to obtain this ROW, the drainage shall go on the rear of the Huntington Hills property and eventually to the stream on the south side as shown on the preliminary plan. The drainage calculations must not show any additional runoff at the time of construction drawing submittal per Section 5.4.2 and meet the satisfaction of the Soil and Water Conservation District and Fairfield County Engineers Office.
3. The Subdivision Regulations Committee recommends approval of the modification to allow the 150 foot turn radius and eyebrow, subject to submitting existing examples and best practices for the proposed design of this radius.
4. The Subdivision Regulations currently require 35 foot front setbacks; the applicant is proposing 30 foot setbacks. The Subdivision Regulations Committee recommends approval of the modification to decrease the setbacks to 30 feet.
5. Further clarification is needed on drainage easements within open space reserves. There are still a number of storm sewer lines outside of easements, as well as some expansion of easements needed for maintenance purposes. Additionally all proposed drainage swales and detention ponds must also be included within a drainage easement.
6. As part of the Preliminary Plan requirements of Section 3.3.8.J we will require a Wetland Delineation Report. The report must be reviewed and approved by The U.S. Army Corps of Engineers, Huntington District. We need a copy of this report with preliminary plan review to ensure there are no impacts to the proposed layout. In addition, we are unable to approve any construction drawings until such time the Army Corps issues their approval. If the reports indicate changes to the proposed layout, a new Preliminary Plan will be required.
7. Applicant shall submit all necessary ROW dedications to the RPC office for review and approval.

SUBDIVISION: Heron Crossing Preliminary Plan – Continued

8. There is an access easement being utilized for sanitary sewer on the west side. A replat is required for a sanitary sewer easement. All easements being utilized on school property must be shown on the replat. Further discussion may be needed between Toll Gate School, Violet Township and the developer. This replat must be approved and recorded in conjunction with the Section 1 Final Plat.
9. MI Homes has agreed to construct the stub on the Tollgate School property as part of the Section 1 development. This will require MI Homes to sign a development agreement and provide the necessary construction assurances for this stub construction. Once MI Homes has provided the necessary bond to ensure that the stub road will be constructed, RPC staff can release the school from its responsibility for this stub.
10. The applicant shall provide sight distance certification for the intersection with Refugee Road that meets the requirements of the County Engineer's office.
11. A drainage maintenance district shall be established for this subdivision in conformance with County Drainage Maintenance District policies and Section 6131.63 of the Ohio Revised Code.
12. The preliminary plan shall be revised to address the comments from the Technical Review Committee, the Fairfield County Engineer's office, the Fairfield County Utilities Department, the Fairfield Soil and Water Conservation District, the Fairfield Department of Health, Fairfield County GIS Department, and Violet Township Zoning.

A motion was made by Ira Weiss to approve the Subdivision Regulations Committee recommendation. Todd Edwards seconded the motion. Jerry Rainey asked if the proposed stub is acceptable to the school. Holly Mattei responded that the school is aware of the stub being developed when the subdivision is constructed. It was also noted that an easement for the stub road was included on the plat for the school so the school was aware at the time a connection would eventually be made. After discussion, a vote was taken and the motion passed with Harry Myers abstaining.

ITEM 5. PROPOSED ZONING TEXT AMENDMENT

James Mako presented the following report:

ITEM 5a. Applicant: Liberty Township

Proposed Revisions: Liberty Township has submitted a list of text amendments to their zoning code. The amendments are on file at the RPC office and summarized below:

1. Article I, TITLE PURPOSE AND CONFORMANCE.
 - a. Purpose statement has been revised to read as follows: Liberty ~~Board of~~ Township Board of Trustees ~~may~~ in accordance with the Fairfield County Ca-comprehensive Master Pplan.
2. Article III, DEFINITIONS. Add several definitions including:

Applicant: Liberty Township – Continued

- a. Accessory Structure Addition
- b. Decks
- c. Decks (Covered)
- d. Dwelling Unit Addition
- e. Patio
- f. Porch

Also under Article III, the township wishes to modify the following definitions:

- a. Farm Market
- b. Structure

3. Article IV, ENFORCEMENT, VIOLATIONS, AND FEES. Text has been revised for submittal requirements for a zoning permit. An additional item to be included in a zoning permit application has been added. A completed Drainage, Erosion and Sediment Control application or waiver will now be required.
4. Article VI- ADMINISTRATIVE BODIES. Language has been added that defines quorums for both the Zoning Commission and Board of Zoning Appeals. Language has been added that sets the minimum number of zoning commission members required to act on zoning amendments. Language has also been added that sets the minimum number of board of zoning appeals members required to approve a variance, approve a conditional use, or overrule the Zoning Inspector's interpretation.
5. Article X GENERAL DEVELOPMENT STANDARDS. Language has been added that will require a separate fence permit for above ground pools. New language has been added to the township's Drainage, Erosion and Sediment Control regulations. Property owners will be required to obtain the necessary storm water control permits from the Ohio EPA when engaged in a land disturbing activity described in Article IV of the zoning code. New regulations have been added that address driveway culverts along township roads. The township passed Resolution 4-3-2015 that set new standards for driveway culverts. New post-construction storm water management requirements have been added.
6. ARTICLE XII – APPENDICES- Resolution 4-3-2015 that set new standards for driveway culverts is added as an appendix to the zoning code.

REGIONAL PLANNING COMMISSION STAFF RECOMMENDATION:

RPC staff recommends modifying the proposed text amendments with the following comments:

1. Article I, TITLE PURPOSE AND CONFORMANCE, the proposed changes should read "Liberty Township Board of Trustees in accordance with the Fairfield County Development Strategy and Land Use Plan".

Applicant: Liberty Township – Continued

2. RPC Staff believes that the definitions of Accessory Structure Addition and Dwelling Unit Addition are not necessary. The township has indicated that these definitions are being added to prevent people from attaching accessory structures to their house to avoid the setback requirements. Staff believes that proper enforcement of the existing zoning code should address this concern. Further, in order to better regulate the size of Accessory Uses in residential areas, RPC staff would recommend that the township add language in their code limiting the size of an Accessory Use by means of percentage of livable floor area.

Discussion Section:

Accessory Uses are those activities and land uses incidental to a primary use and attached to the primary structure. They function as secondary or subordinate to a primary or major use and are identified as such in plans, maps, and zoning ordinances. For example, an attached garage may be accessory to a residential use of a property because it is customarily found in connection with and is incidental and subordinate to the principal residential use. Identifying accessory uses allows communities to selectively permit (or to prohibit) uses associated with the principal use of the land. Size limitations can also be used by communities to regulate accessory uses.

Accessory Structure is a structure that is customarily incidental and subordinate to the principal building on the property and is physically detached from the principal building. Accessory structures will be located on the same parcel of property as a principal structure.

The size of accessory structures will still be regulated by Section 10.3 (General Development Standards) of the code. RPC Staff, as noted above, believes the township should add a size limitation to accessory uses based upon a percentage of livable floor area. RPC Staff would be willing to meet with the township to discuss the difference between accessory uses and accessory structures and assist them in drafting language for the code to address their concerns.

3. Section 10.2 (D)(3) of the Zoning Code states that “steps, open and uncovered porches, or other similar features not over three and one-half (3 ½) feet in height above the average Finished Grade may project into a Setback for a distance not to exceed five (5) feet.” Because the definition of decks, covered decks, patios and porches are being added to the code, RPC staff believes that the township needs to decide if these new definitions are going to be subject to Section 10.2 (D)(3) of the code. In addition, the proposed definition of porches will conflict with this section since, by the proposed definition, porches are covered structures.

Applicant: Liberty Township – Continued

4. RPC staff has concerns on the proposed amendment to Article VI (6.2 (C)). The proposed amendment stipulates that four (4) members of the zoning commission be present for a roll call vote for either a Zoning Amendment or Rezoning application. Staff would recommend the township have this reviewed by the Prosecutor's Office before adoption. RPC Staff also has concerns with the township eliminating reference to the bylaws of the Zoning Commission.
5. RPC staff has concerns on the proposed amendment to Article VI (6.3 (C)). The proposed amendment stipulates that a minimum of four (4) members of the Board of Zoning Appeals be present and voting in the affirmative to approve a variance, approve a conditional use, or overrule the Zoning Inspector's interpretation. The Prosecutor's Office has reviewed this in the past and has advised the township not to add the language. RPC staff agrees with the Prosecutor's concerns. In addition, RPC Staff also has concerns with the township eliminating reference to the bylaws of the Board of Zoning Appeals.

A motion was made by Bill Yaple to approve the RPC staff recommendation. Joel Denny seconded the motion. Bill Yaple asked if the BZA will remove the quorum language. Holly Mattei responded that it will be up to the Township Zoning Commission and Trustees to decide. John Reef asked who would enforce the drainage and sediment issues. Holly Mattei responded that the Soil and Water District could serve as the Zoning Inspector's designee to enforce the regulations, if the township and the Soil and Water District enter into an agreement for these services. Joel Denny asked if the culvert changes are similar to the county's recommendation. James Mako responded that they are similar and have been reviewed by the Fairfield County Engineer's office. After discussion, a vote was taken and the motion passed with Ivan Ety abstaining.

Holly Mattei presented the following report:

ITEM 6. CONTRACT FOR THE PREPARATION OF AN ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING PLAN

The County is required to conduct an Analysis of Impediments to Fair Housing every five years in order to receive Community Development Block Grant funds. This contract identifies the RPC as the lead agency for the development of this plan and outlines the compensation that the RPC will receive for its services. The RPC staff is recommending that the RPC authorize its Executive Director to sign this contract so that we may proceed with preparing this plan.

**FAIRFIELD COUNTY, OHIO, AND THE FAIRFIELD COUNTY REGIONAL
PLANNING COMMISSION CONTRACT TO PROVIDE SERVICES FOR THE
PREPARATION OF AN ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING PLAN**

This Contract entered into on the _____ day of _____, 2015 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 is required to complete an Analysis of Impediments to Fair Housing Plan per its CDBG grant agreement with the State of Ohio, and

WHEREAS, Fairfield County desires to engage the RPC to render and perform certain services in connection with the development of this plan.

SECTION 1

The RPC staff shall provide the COUNTY with the following services:

1. **IDENTIFY STAKEHOLDER COMMITTEE:** The RPC staff will develop a stakeholder committee that will serve as the steering committee for plan development. The RPC anticipates this committee will meet four times during the project. The RPC will also communicate any important information to this committee between meeting dates. The RPC will also conduct one-on-one surveys with key stakeholders such as lending institutions, metro housing, and other housing related agencies.
2. **CONDUCT CITIZEN AND STAKEHOLDER PARTICIPATION:** In addition to the stakeholder meetings identified above, the RPC will engage the general public by creating a citizen survey to better understand the perception of fair housing in Fairfield County. This survey will be distributed on line as well as in hard format at key locations such as Job and Family Services, Community Action, and on the buses of the Lancaster Public Transit System.
3. **PREPARE ANALYSIS OF IMPEDIMENTS OF FAIR HOUSING PLAN:** Upon the completion of the stakeholder meetings and interviews and the citizen survey results have been tabulated, the RPC will create a draft plan for review by the stakeholder committee. The RPC will revise the plan based upon the feedback received from the committee and submit the plan to the State of Ohio by the required submission deadline in June 2016.

**SECTION 2
COMPENSATION AND METHOD OF PAYMENT**

The COUNTY shall by the RPC an amount not to exceed \$10,000 for services 1-3. These monies shall be paid upon receipt of invoices from the RPC. All invoices shall include documentations of the hours worked. The RPC agrees to use its best efforts to perform the services specified in this Proposal within such an estimated compensation. The COUNTY shall not be obligated to reimburse the RPC for compensation in excess of \$10,000.

**SECTION 3
TERM OF CONTRACT
TERMINATION PROVISIONS**

This contract shall expire on June 30, 2016. The Contract may be terminated at any time by mutual written consent of the COUNTY and the RPC, or by sixty days written notice of either party.

**SECTION 4
GENERAL PROVISIONS**

Adherence to State and Federal Laws. The RPC agrees to comply with all applicable federal, state, and local laws, regulations, directives, guidelines, approved state plans, and the Community Development Block Grant Handbook.

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 apprentice-ship. The RPC agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the COUNTY setting forth the provisions of this non-discrimination clause.

- b) The RPC will in all solicitation or advertisements from employees placed by or on behalf of the RPC, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, national origin, age, handicap or familial status.
- c) The RPC will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contract or subcontracts for standard commercial supplies or raw materials.
- d) The RPC will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- e) The RPC will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts, by the COUNTY for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- f) In the event of the RPC's noncompliance with the noncompliance clauses of this Agreement or with any of such rules, regulations or orders, this Agreement may be canceled, terminated or suspended in whole or in part and the RPC may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rules, regulations, or orders of the Secretary of Labor, or as otherwise provided by law.
- g) The RPC will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The RPC will take such action with respect to any subcontract or purchase order as the COUNTY may direct as a means of enforcing such provisions including sanctions for noncompliance: provided, however, that in the event the RPC becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the COUNTY, the RPC may request the United States to enter into such litigation to protect the interests of the United States.

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

Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the grounds of race, color, national origin, sex, creed, age, handicap or familial

status be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

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

- a) The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
- b) The parties to this contract will comply with the provisions of said Section 3 and regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the department issued there under prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- c) The contractor will send to each labor organization or representative or workers with which he has a collective bargaining agreement or other contract or understanding, if any, notice advising the said labor organization or worker's representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- d) The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR 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 WHEREOF, the parties to this agreement have signed below through their authorized representatives.

FAIRFIELD COUNTY, OHIO

REGIONAL PLANNING COMMISSION

Steven A. Davis, Commissioner

By: _____

Dave Levacy, Commissioner

Its: _____

Mike Kiger, Commissioner

APPROVED AS TO FORM ONLY:
Jason M. Dolin, Asst. Prosec. Att.
Jason M. Dolin, Asst. Prosecutor
Fairfield County, Ohio
Date: 7/29/15

Carri L Brown
County Administrator 20
7.21.15

A motion was made by Harry Myers to approve the RPC staff recommendation. Jerry Rainey seconded the motion. Motion passed with Carri Brown and Dave Levacy abstaining.

Holly Mattei presented the following bills for payment:

ITEM 7. BILLS

561000	OFFICE SUPPLIES	\$ 40.09
543000	REPAIR AND MAINTENANCE	\$ 163.29
530005	CONTRACT SERVICES – OTHER	\$ 514.80
558000	TRAVEL & EXPENSES	<u>\$ 146.98</u>
	TOTAL	\$ 865.16

A motion was made by Ira Weiss to approve the bills for payment. Bill Yaple seconded the motion. Motion passed.

ITEM 8. OTHER BUSINESS

Kent Huston thanked James and the RPC staff for the preparation of the Village of Baltimore NRP Grant for \$300,000. James Mako stated that Jim Hochradel was instrumental in the process and also Scott Brown, the Village Administrator, was a big help.

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:

Kent Huston, President

Mary K. Snider, Secretary