

MINUTES

November 5, 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: Clement Chukwu, Todd Edwards, Rachel Elsea, Craig Getz, Charles Hockman, Kent Huston, Doug Ingram, Lonnie Kosch, Jerry Rainey, Melissa Tremblay, Ira Weiss, Bill Yapple, Dave Levacy (County Commissioner), Carri Brown (County Administrator), Loudan Klein (Executive Director), James Mako (Assistant Director), and Gail Beck (Adm. Asst.).

ITEM 1. MINUTES

The Minutes of the October 1, 2019, Fairfield County Regional Planning Commission meeting were presented for approval. Jerry Rainey made a motion for approval of the minutes. Melissa Tremblay seconded the motion. Motion passed.

ITEM 2. PRESIDENT'S REPORT

Phil Stringer welcomed everyone to the meeting.

ITEM 3. SUBDIVISION ACTIVITIES

Loudan Klein presented the following report:

ITEM 3a. Subdivision: Views of Bloom – Preliminary Plan

Owner/Developer: Lendall James Development Group

Engineer: Sands Decker

Location and Description: The proposed development is located in Bloom Township along Brandt Road. The proposal includes 68 lots on 160 acres (PN#009031800, 0080035100). On-site septic and well are proposed for all lots. Two new access points are also proposed along Brandt Road. The preliminary plan was tabled at the July 29th and September 23rd Subdivision Regulations Committee and has since been resubmitted.

SUBDIVISION REGULATIONS COMMITTEE RECOMMENDATION: The Subdivision Regulations Committee recommends approval of the preliminary plan, subject to the following comments:

- 1. Variance Request:** The developer has requested a variance from Table V-B of the Subdivision Regulations to allow for 10% road grade in two locations above the maximum requirement of 8%. The purpose for the request is due to shallow depth to bedrock. **The SRC recommends approval of the variance. The FCEO requests additional information to support the request.**
- 2. Variance Request:** The developer has requested a variance from Section 4.10.3(A)(2) of the Subdivision Regulations to allow approach to an intersection under the 100' minimum requirement at Golf View and Farm View Drive. **The SRC recommends approval of the variance.**
- 3.** Please be aware that given the level of detail in the preliminary plan, final approval of bedroom number and system type for each lot will be determined by Health Department upon the completion of additional soil testing.
- 4.** Upon review of this submittal there remained concerns about the drainage calculations and the proposed outlets for several tributaries. RPC Staff, County Engineer, and Fairfield SWCD met with the developer and project engineer on 10/25/19 to review those concerns. Based upon that meeting, in which the developer agreed to meet the requirements of the County Engineer's Office, those in attendance were comfortable with recommending conditional approval to the Subdivision Regulations Committee with the condition a revised preliminary plan will be required based upon the 10/25/19 meeting. Those in attendance also agreed that the necessary acquisition and coordination of these offsite easements would not be necessary at the preliminary plan stage.

Subdivision: Views of Bloom – Preliminary Plan - Continued

5. Several proposed outlets will require offsite easements to ensure there is an adequate outlet onto adjacent properties. This was discussed and agreed to at the 10/25/19 meeting and should be displayed on the next submittal.
6. A revised preliminary plan must be submitted and approved administratively prior to the review and approval of construction drawings.
7. The preliminary plan must be revised to comply with the requirements of the Technical Review Committee, County Engineer, Fairfield Soil and Water Conservation District, and the Fairfield County Health Department.

A motion was made by Jerry Rainey to approve the variance request regarding road grade. Bill Yaple seconded the motion. Motion passed.

A motion was made by Kent Huston to approve the variance request regarding approach to an intersection. Carri Brown seconded the motion. Discussion followed regarding the minimum requirements and how much less than the minimum the applicant is requesting. After discussion, a vote was taken and the motion passed.

A motion was made by Ira Weiss to approve the preliminary plan. Todd Edwards seconded the motion. Discussion followed regarding the drainage detention and if there is an access on Winchester Road. Justin Grubby, a representative for the applicant, was present at the meeting and asked to speak. Mr. Grubby said that the drainage issues are being discussed and will be improved. Mr. Grubby and Jeremiah Upp will be discussing these issues. After discussion, a vote was taken and the motion passed.

Loudan Klein presented the following report:

**ITEM 4. BLOOM CARROLL ELEMENTARY SCHOOL – SIDEWALK
INSTALLATION MOU**

MEMORANDUM OF UNDERSTANDING

This memorandum of understanding is entered into by and between the Board of Education of the Bloom-Carroll Local School District (“the School”), the Board of Fairfield County Commissioners (“the County”), and the Fairfield County Regional Planning Commission (“RPC”).

WHEREAS the School seeks to develop and build a school on 3 parcels along Carroll-Eastern Road identified as parcel nos. 0130018300, 0138018300, 0130818301 (“the parcels”); and

WHEREAS subdivision regulations developed by RPC and adopted by the County require the construction of a sidewalk on these parcels; and

WHEREAS as of the date of this MOU, any sidewalk construction on the parcels would not connect to any other sidewalk infrastructure;

NOW, THEREFORE, be it understood between the parties;

1. The parties mutually agree that it would be an inefficient use of public funds to construct sidewalks on the Parcels that would not connect to any other sidewalk infrastructure.
2. The parties mutually understand that, at some point in the future, sidewalk infrastructure may be constructed on the westerly side of the Parcels that would allow a sidewalk connection from the Parcels to the Village of Carroll sidewalk infrastructure.
3. It is the understanding of the parties that, in the event that sidewalk infrastructure is constructed up to the westerly side of the Parcels, the School will, at its sole expense, and within a reasonable amount of time, construct a sidewalk on the Parcels in the following manner: 3.1. Said sidewalk will be constructed from the boundary line of the Parcel, along Carroll-Eastern Road to the curb-cut for the entrance to the school, and from that point back to the main entrance of the school, as approximately shown on the attached Exhibit 1.

[SIGNATURES ON FOLLOWING PAGE]

**BOARD OF EDUCATION OF THE BLOOM-
CARROLL LOCAL SCHOOL DISTRICT**

By: _____
Title: _____
Date: _____

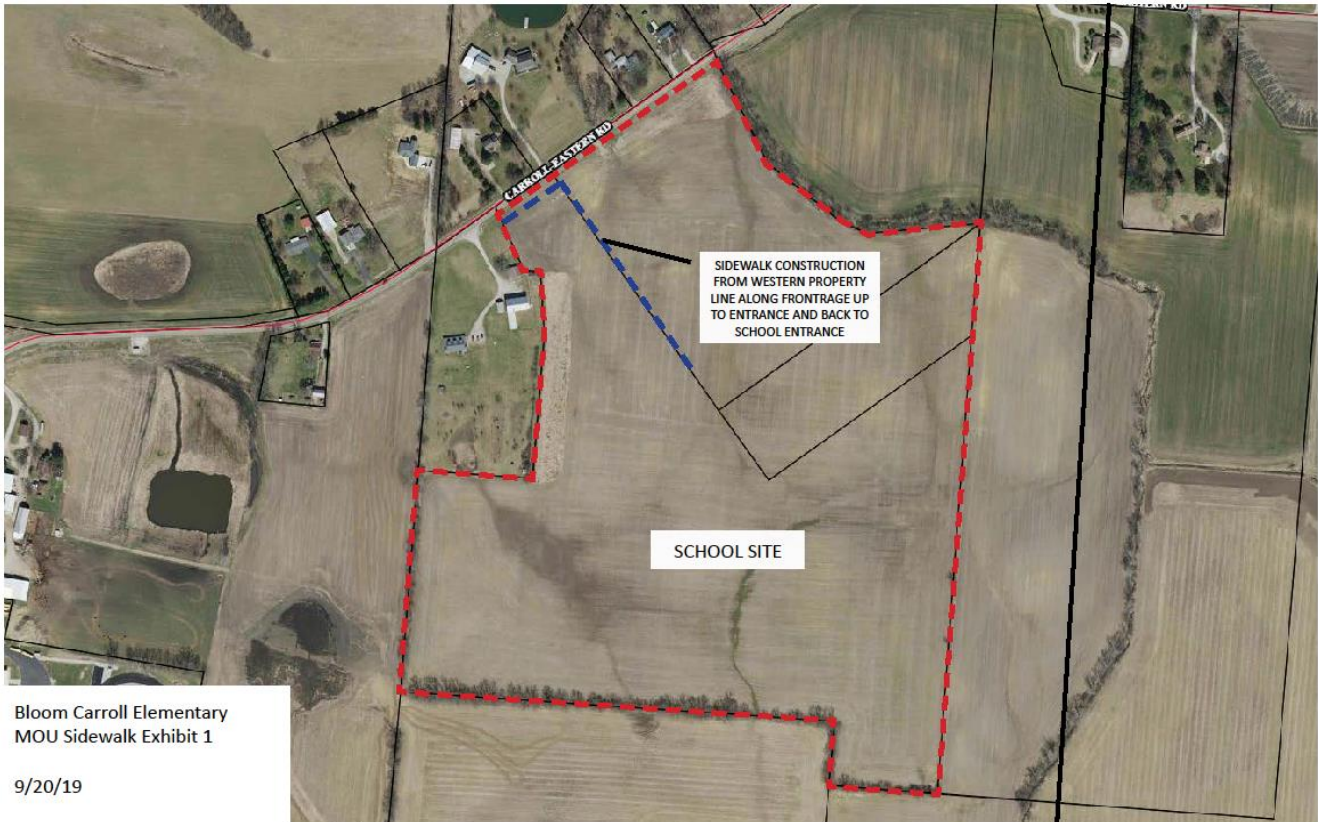
**BOARD OF FAIRFIELD COUNTY
COMMISSIONERS**

By: _____
Title: _____
Date: _____

FAIRFIELD COUNTY REGIONAL PLANNING COMMISSION

By: _____
Title: _____
Date: _____

In consideration of the mutual understandings set forth herein, the parties have affixed their signatures hereto as of the dates indicated.



A motion was made by Ira Weiss to approve the MOU. Melissa Tremblay seconded the motion. Motion passed with Craig Getz opposing and Lonnie Kosch abstaining.

Loudan Klein presented the following report:

**ITEM 5. AGREEMENT FOR SERVICES – FAIRFIELD COUNTY
PROSECUTOR’S OFFICE**

AGREEMENT FOR LEGAL SERVICES

This Agreement is made as of the last date indicated below by and between the Board of Fairfield County Commissioners (“County Commissioners”) jointly with the Fairfield County Prosecuting Attorney (“the Prosecutor”) and the Fairfield County Regional Planning Commission (“RPC”).

WHEREAS, the RPC is a regional planning commission duly organized under Ohio Revised Code Section 713.21; and

AGREEMENT FOR SERVICES – FAIRFIELD COUNTY PROSECUTOR’S OFFICE -
Continued

WHEREAS, pursuant to R.C. 309.09(J), a prosecuting attorney and a board of county commissioners jointly may contract with a regional planning commission for the prosecuting attorney to provide legal services to the regional planning commission; and

WHEREAS, the RPC desires to contract with the Prosecutor for legal services, and the Prosecutor is willing to provide said services in accordance with this agreement;

NOW, THEREFORE, the parties agree as follows:

1. The Prosecutor shall serve as the legal advisor and general counsel to the RPC (“Legal Ser-vices”) and shall control the scope and provision of legal services to the RPC. Legal services shall include representation of and advice to RPC officers and employees acting within their official capacities, but *do not* include representation of officers or employees acting in their individual capacity and/or for actions exceeding the scope of their authority as officers or employees of the RPC.
2. The parties acknowledge that the RPC will not be required to pay a fee into the Prosecuting Attorney’s Legal Services Fund a for services rendered by the Prosecutor as legal advisor and general counsel during the term of this Agreement. The legal services provided for in this agreement shall be funded by the County Commissioners through the standard budgeting process for the Prosecutor’s Office.
3. In the performance of the duties of legal advisor and general counsel, the Prosecutor, in his sole judgment may decline to provide services if there exists a conflict of interest or the subject matter of the services or litigation is beyond the expertise of the Prosecutor. Examples of conflicts include, but are not limited to, annexation proceedings in which the county is a fact finder or disputes with other governmental entities which the Prosecutor is obligated by statute to serve as legal counsel. Examples of services which may be beyond the Prosecutor’s expertise includes such matters as, but may not be limited to, providing opinions on the issuance of regulated securities, patent law and other similar specialties.
4. The term of this Agreement shall be from December 1, 2019, through December 31, 2021. The term notwithstanding, either the Prosecutor or the RPC may terminate this Agreement by providing sixty (60) days written notice to the other. This Agreement shall be governed by the laws of the State of Ohio.
5. This Agreement constitutes the entire written understanding of the parties. It may not be contradicted by any oral representations not set forth herein. This Agreement may be modified only in writing, by mutual agreement of the parties.

In consideration whereof, the parties have affixed their signatures hereto with intent to be fully bound as of the dates indicated.

AGREEMENT FOR SERVICES – FAIRFIELD COUNTY PROSECUTOR’S OFFICE –
Continued

THE FAIRFIELD COUNTY REGIONAL PLANNING COMMISSION

By: _____

Title: _____

Date: _____

THE FAIRFIELD COUNTY PROSECUTING ATTORNEY

R. Kyle Witt, Prosecuting Attorney

Date: _____

THE FAIRFIELD COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____

Title: _____

Date: _____

A motion was made by Doug Ingram to approve the Agreement for Services. Ira Weiss
seconded the motion. Motion passed with Dave Levacy and Carri Brown abstaining.

Loudan Klein presented the following report:

ITEM 6. APPROVAL OF 2020 FINAL BUDGET

**2020 FINAL BUDGET
 FAIRFIELD COUNTY REGIONAL PLANNING COMMISSION
 2020 PROJECTED RECEIPTS**

2020 Member Assessments		
County Commissioners	\$	160,000
<i>(includes Building Department Administration, and additional \$10k reimbursement for Fair Housing Update)</i>		
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
	\$	297,100

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**FAIRFIELD COUNTY REGIONAL PLANNING COMMISSION
 2020 FINAL BUDGET**

*Bold are Major Expenditure Object Categories

Personal Services	\$	198,000
Fringe Benefits	\$	73,000
PERS		
Worker's Compensation		
Medical/Hospitalization Insurance		
Life Insurance		
Unemployment		
Materials and Supplies	\$	900
Contract Services	\$	23,000
Contract Services - Other		
Contract-Repair		
Travel and Expenses		
Capital Outlay	\$	3,000
Other Expenses	\$	500
 BUDGET	 \$	 298,400
Projected 2020 Carryover		\$177,655

A motion was made by Todd Edwards to approve the 2020 Final RPC budget. Jerry Rainey 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	\$ 106.99
558000	TRAVEL & EXPENSES	<u>\$ 131.60</u>
	TOTAL	\$ 238.59

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

ITEM 9. OTHER BUSINESS

Loudan Klein stated that next month MORPC will give a presentation on the Metropolitan Transportation Plan. Carri Brown announced that Fairfield County is now an entity of MORPC. Carri congratulated Jerry Rainey on the Thomas Ewing Project. There will be an open house on December 4th.

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:

Phil Stringer, President

Kent Huston, Secretary