

MINUTES

November 7, 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: Todd Edwards, Rachel Elsea, Jim Hochradel, Charles Hockman, Kent Huston, Doug Ingram, Lonnie Kosch, Harry Myers, Jerry Rainey, Mary Snider, John Snook, Phil Stringer, Ira Weiss, Jeff White, Kevin Yeamans, Dave Levacy (County Commissioner), Carri Brown (County Administrator), Rick Szabrak (Economic Development Director), Loudan Klein (Executive Director), James Mako (Assistant Director), and Gail Beck (Adm. Asst.).

ITEM 1. MINUTES

The Minutes of the October 3, 2017, 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

Bill Yaple welcomed everyone to the meeting.

ITEM 3. PRESENTATION

A presentation was given on Destination Downtown Lancaster by Amanda Everitt, Director.

ITEM 4. SUBDIVISION ACTIVITIES

James Mako presented the following report:

ITEM 4a. SUBDIVISION: Ron & Kelly Ballard – Fairfield Beach – Walnut Township – Variance to Section 2.3 and Section 2.4

OWNER/DEVELOPER: Ron & Kelly Ballard

LOCATION AND DESCRIPTION: An application has been submitted requesting variance to Sections 2.3 (Frontage) and 2.4 (Lot Area) for a proposed lot split on the west side of Ivy Road in

SUBDIVISION: Ron & Kelly Ballard – Fairfield Beach – Walnut Township – Variance to Section 2.3 and Section 2.4 – Continued

Fairfield Beach (Walnut Township) The current lot is .6428 acres in size and has two single family homes. The applicant wishes to split off .4130 acres (northern portion of the lot) to allow for separate parcels for each single family home. Sanitary sewer services are proposed from the Licking County Water and Wastewater District.

SUBDIVISION REGULATIONS COMMITTEE RECOMMENDATION: The Subdivision Regulations Committee recommends approval of the proposed variance with the following comments:

1. The proposed lot will be of similar size to the lots in the surrounding area. For this reason, the Subdivision Regulations Committee believes that the variance is not substantial when viewed in light of the surrounding area and it will not substantially alter the essential character of the neighborhood.
2. Approval of the lot split will have to comply with the requirements of Licking County (septic system), the Fairfield Department of Health (water well location) and Walnut Township zoning (setback requirements). Each organization will have to sign the lot split application (blue form) before Regional Planning Staff will make the final approval.
3. Other agency comments.

A motion was made by Harry Myers to approve the Subdivision Regulations Committee recommendation. Kent Huston seconded the motion. Discussion followed regarding the septic system and private well. After discussion, a vote was taken and the motion passed.

ITEM 5. PROPOSED ZONING TEXT AMENDMENTS

James Mako presented the following report:

ITEM 5a. Applicant: Greenfield Township

Greenfield Township has recently completed a draft comprehensive revision of their zoning text. The amendments are on file at the RPC office and summarized below:

Proposed Revisions: The Greenfield Township Zoning Commission has completed a draft comprehensive revision to their zoning text. Minor revisions have been proposed throughout the code to address grammar, cross references, and formatting errors. Major revisions are summarized below:

1. PART ONE, AUTHORIZATION AND GENERAL PROVISIONS-Two sections are included in this part (Authorization & Purpose and Definitions).
 - a. Purpose statement has been revised with standardized language.
 - b. Language has been added stating that the zoning code will not interfere with County subdivision regulations or building standards.

Applicant: Greenfield Township – Continued

- c. New definitions have been added including Agriculture, Cluster Development, Lot Types, Mobile Home, Nuisance, etc.
2. PART TWO, ADMINISTRATION AND ENFORCEMENT-Seven sections are included in this part including Administrative Bodies & Duties; Enforcement & Penalties; Nonconformities, District Changes & Amendments; Appeals; Variances; Conditional Uses.
The requirements of the zoning inspector have been revised and expanded. The organizational requirements of the zoning commission and board of zoning appeals (BZA) have been revised and expanded. This section outlines the organization of the commission/board, defining quorums for meetings and specifications for record keeping. The township has added a flow chart illustrating the zoning amendment process from ORC 519.12.
3. PART THREE, ZONING DISTRICTS- Fourteen sections are included in this part. Uses and development standards within each zoning district have been updated to reflect more recent land use practices. Major changes to this section include the following:
 - a. Two new districts are proposed. These are Office (O) and Local Business (LB)
 - b. The township has added two classifications of home occupations; limited and expanded.
 - c. The Planned Unit Development District text has been reorganized from its current form.
4. PART FOUR- ADDITIONAL ZONING REQUIREMENTS- Ten sections are included in this part including General Development Requirements, Public Nuisance Regulations, Accessory Uses, Off-Street Parking, Signs and Adult Entertainment Businesses.
 - a. Text pertaining to the regulation of agriculture has been expanded to conform to ORC 519.21.
 - b. New section on public nuisance regulations has been added to the zoning code. The regulations cover such things as trash, litter, noise, odors, air pollution and erosion.
 - c. Requirements for limited and expanded home occupations have been added to the code.
 - d. Telecommunication tower regulations have been expanded from the current code. The proposed text expands the requirements for the location of telecommunication towers in residential districts.
 - e. Standards for off-street parking requirements in non-residential districts have been included. These new standards include requirements for paving, minimum parking area dimensions, ADA accessibility requirements and requirements for landscaped islands within certain parking areas.
 - f. A new section on landscaping and buffering between commercial and residential land uses has been added.

REGIONAL PLANNING COMMISSION STAFF RECOMMENDATION:

RPC Staff recommends modifications to the proposed text amendments with the following comments:

1. RPC Staff would recommend that the township have the County Prosecutor's Office review the proposed amendments to ensure compliance with the Ohio Revised Code.

Applicant: Greenfield Township - Continued

2. There are some typographical and reference errors that need to be addressed. RPC Staff will work with the township to have these corrected.
3. RPC Staff recommends that the township should consider including a definition to the definition section of the Zoning Code for digital signs. Staff suggests language similar to the following: “Sign, Electronic Message – A sign who’s alphabetic, pictographic, or symbolic informational content can be changed or altered on a fixed display screen composed of electrically illuminated segments.” Section 440.06 includes regulations specific to digital signs.
4. RPC Staff recommends adding the following language to the Township Zoning Change/Amendment Flowchart on page 2-14: “Note: Adapted from the Revised Code, State of Ohio, See Section 519.12 for more detailed information”.
5. RPC Staff would recommend that the existing Section 4.04 (Submission to the Director of the Department of Transportation) not be removed as proposed. This Section reflects requirements found in Ohio Revised Code Section 5511.01 and should be retained.
6. In the proposed R-1 (Rural Residential) District, RPC Staff believes that the township should clearly list single family homes as a permitted use.
7. In the proposed R-1 (Rural Residential) District, public parks are listed as both a permitted use and a conditional use. This use needs to be listed as one or the other.
8. Section 365.01 (Special Use District) requires all proposals for re-zoning to a Special Use District be accompanied by a development plan. The proposed code is vague as to the contents of the development plan. RPC Staff believes it would be beneficial for the township to list what elements need to be included in a development plan when rezoning to a SU District.

A motion was made by Ira Weiss to approve the RPC staff recommendation. Phil Stringer seconded the motion. Discussion followed regarding tiny houses. Bill Yapple suggested that we ask the County Prosecutor for an opinion on zoning for tiny houses. After discussion, a vote was taken and the motion passed with Lonnie Kosch abstaining.

ITEM 6. 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 7.	BILLS	
561000	OFFICE SUPPLIES	\$ 46.26
530005	CONTRACT SERVICES – OTHER	\$ 7,438.75
558000	TRAVEL & EXPENSES	<u>\$ 117.51</u>
	TOTAL	\$ 7,602.52

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

ITEM 8. OTHER BUSINESS

The following Transfer of Funds is needed to pay for short term disability insurance through the end of the year.

RESOLUTION #2017-07

IN THE MATTER OF APPROVAL OF TRANSFER OF FUNDS

WHEREAS, it has been brought to our attention by the Auditor's Office that funds are needed in the Short Term Disability Insurance Account, and

WHEREAS, \$100.00 is requested to be transferred from the Workers Compensation Account No. 74703000-526000 to the Short Term Disability Insurance Account No. 74703000-521201, and

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

NOW, THEREFORE,

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

1. That \$100.00 be transferred from the Workers Compensation Account No. 74703000-526000 to the Short Term Disability Insurance Account No. 74703000-521201.
-

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

YEAS: _____ NAYS: _____

ABSTENTIONS: _____

Approved on: November 7, 2017 _____

William C. Yapple, President
Fairfield County Regional Planning Commission

A motion was made by Phil Stringer to approve the Transfer of Funds. Kent Huston seconded the motion. Motion passed.

OTHER BUSINESS - Continued

Loudan Klein discussed rescinding the contract for CHIP Services for inspections.

MUTUAL AGREEMENT TO RESCIND CONTRACT BETWEEN THE FAIRFIELD COUNTY BOARD OF COMMISSIONERS THE FAIRFIELD COUNTY REGIONAL PLANNING COMMISSION FOR SERVICES FOR THE FAIRFIELD COUNTY PY16 COMMUNITY HOUSING IMPACT AND PRESERVATION PROGRAM

WHEREAS, the Fairfield County Board of Commissioners and the Fairfield County Regional Planning Commission entered into a contract executed on April 11, 2016, which is attached as Exhibit A; and

WHEREAS, the Fairfield County Board of Commissioners and the Fairfield County Regional Planning Commission now desire to rescind;

NOW THEREFORE, in consideration of the mutual covenants of the parties, the parties hereby rescind the aforementioned contract effective as of this day first written above. Neither party shall have any further rights or duties thereunder.

This agreement shall be enforced under the laws of the State of Ohio.

FAIRFIELD COUNTY BOARD OF COMMISSIONERS

FAIRFIELD COUNTY REGIONAL PLANNING COMMISSION

By: _____ By: _____

Name: _____ Name: _____

A motion was made by Harry Myers to approve the Mutual Agreement to Rescind the Contract. Jim Hochradel seconded the motion. Motion passed with Carri Brown and Dave Levacy abstaining.

Loudan Klein presented the following Contract to provide CDBG Administration Services between the RPC and the County Commissioners, pending County Prosecutor approval:

FAIRFIELD COUNTY, OHIO, AND THE FAIRFIELD COUNTY REGIONAL PLANNING COMMISSION CONTRACT TO PROVIDE SERVICES FOR THE FISCAL YEAR 2017 CDBG CRITICAL INFRASTRUCTURE PROGRAM

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".

OTHER BUSINESS – Continued

WITNESSETH THAT:

WHEREAS, Fairfield County intends to enter 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, Fairfield County desires to engage the RPC to render and perform certain services in connection with the Community Development Program in order to facilitate the administration and other work items of the program.

SECTION 1
SCOPE OF SERVICES

FY 2017 CDBG CRITICAL INFRASTRUCTURE PROGRAM OF FAIRFIELD COUNTY

The RPC shall provide the COUNTY the following services:

1. FAIR HOUSING ACTIVITIES: The RPC will be responsible for carrying out the COUNTY'S fair housing program. The RPC will advise the COUNTY on required affirmative action program elements and conduct required analysis/surveys to determine impediments to fair housing in Fairfield County. The RPC will also implement the adopted fair housing program including, but not limited to, intake complaints, conducting training sessions and developing and distributing fair housing information and materials. The RPC will continue to provide a staff person to be designated as a fair housing coordinator. This person is currently Loudan Klein.

2. PROJECT MANAGEMENT: The RPC shall be the COUNTY's representative in implementing and overseeing the completion of all project activities. The RPC will be responsible for initiating the procurement procedures for the hiring of all engineers/architects, overseeing plan development, preparation and/or review of bid documents, bidding, conducting the pre-construction conferences, contracting, Davis-Bacon prevailing wage reporting and enforcement, review of all contractor's billing invoices, and enforcement of project site inspection. All other Project Administration activities are normally carried out by the project's architect, engineer, attorney, real estate appraiser or similar professional or technician. If requested to be carried out by the RPC, such services shall be performed as an additional cost item not included within the compensation amount of this proposal, at the normal hourly rate schedule of the RPC, such cost item(s) to be paid from the CDBG program's individual activity project budget(s). Costs associated with advertising of public notices (legal and non-legal) are not covered under this proposal and should be paid from individual activity budget amounts and/or other COUNTY CDBG administrative or other funding sources.

3/4. PERFORMANCE REPORTS AND DESIGNATED AGENT: RPC staff will serve as the COUNTY's designated agent to coordinate and represent the COUNTY on all CDBG matters with the State of Ohio, Office of Community Development. This includes completing all required performance reports for submission to the State of Ohio, Office of Community Development, attending and assisting with the final close out audit for the FY 2017 CDBG Program, and all other related services required to carry out the FY 2017 CDBG Program.

OTHER BUSINESS – Continued

SECTION 2
COMPENSATION AND METHOD OF PAYMENT

The COUNTY shall pay the RPC an amount not to exceed \$17,000 for activities 1 through 4. 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 Proposal within such an estimated compensation. The COUNTY shall not be obligated to reimburse the RPC for compensation in excess of \$17,000.

SECTION 3
TERM OF CONTRACT
TERMINATION PROVISIONS

The services to be performed by the RPC under this proposal are those specified in the scope of services section. In this regard, it is hereby acknowledged that, due to the ongoing and continuing nature of the CDBG program, any work performed by the RPC prior to the date of this contract relative to ongoing CDBG administration shall be eligible for reimbursement to the RPC, including “pre-engagement” costs as are specifically deemed to be reimbursable expenses under the CDBG program.

The COUNTY and the RPC may exercise an option to renew the Contract as necessary.

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, the Community Development Block Grant Handbook, and the COUNTY’S grant agreement B-X-17-1AV-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:

OTHER BUSINESS – Continued

- 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 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.

OTHER BUSINESS – Continued

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 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

OTHER BUSINESS – Continued

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 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: _____

FAIRFIELD COUNTY REGIONAL
PLANNING COMMISSION

Bill Yapple, President

Date: _____

OTHER BUSINESS – Continued

CERTIFICATE OF COUNTY’S FINANCIAL OFFICER

ATTEST:

I, Jon A. Slater, Jr., Auditor, Fairfield County, hereby certify that the money to meet this contract has been lawfully appropriated for the purpose of the contract and is in the process of collection to the credit of the appropriate fund free from prior encumbrance.

Auditor

Date

SEAL:

Appendix A
Payment Schedule

The RPC shall submit invoices to the County for all services performed in fulfillment of this Proposal according to the schedule presented below, and the County shall thereupon issue payment for such services according to the schedule upon satisfaction of the completion of the services indicated.

SERVICE	PAYMENT
Activity 1 (Fair Housing)	\$5,000 (hourly not to exceed)
Activities 2, 3 and 4 in the Scope of Services)	\$12,000 (hourly not to exceed)

A motion was made by Doug Ingram to approve the signing of the contract subject to approval by the County Prosecutor’s office. Todd Edwards seconded the motion. Motion passed with Carri Brown and Dave Levacy abstaining.

Carri Brown talked about major object categories and transfers being done by an account to account transfer instead of a resolution.

Carri Brown distributed a picture of the proposed renovations of 108 N. High Street which was formerly the detectives bureau. The County is planning to make this building the Real Estate Assessment Offices and also GIS and mapping will be in this building.

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:

William Yapple, President

Mary K. Snider, Secretary