

Agenda

RPC Meeting

Tuesday, January 12, 2016 @ 7:00pm
Tuscarawas County Regional Planning Commission Board
Commissioners Public Meeting Room
County Office Bldg (2nd floor)
125 East High Ave. – New Philadelphia, Ohio 44663

- ITEM 1. Welcome New Members
- ITEM 2. Approve the December 8, 2015 Minutes
- ITEM 3. Election of 2015 Regional Planning Officers
The committee selected the following:
Chairman, John Fondriest,
Vice-Chairman, Tedd Finlayson
Secretary, Gloria Steiner
- ITEM 4. Approve annual contract with Michael Cochran for legal services.
- ITEM 5. Approve expenditures for Gloria Steiner to become a Notary and maintain certification.
- ITEM 6. Director's Report

Tuscarawas County Regional Planning Commission Board Minutes Tuesday, December 8, 2015

Tuscarawas County Commissioners' William E. Winters Board Room
County Office Building (2nd Floor)
125 East High Avenue, New Philadelphia, Ohio 44663

The Tuscarawas County Regional Planning Commission meeting was held in the County Commissioners' William E. Winters Board Room on Tuesday, November 10, 2015 at 7:00 P.M. John Fondriest, Chairman, chaired the meeting. There were 10 members, 2 staff, and 2 guests present.

- Item 1 Approval of the November 10, 2015 Minutes**
Don Ackerman made a motion to approve the minutes. David Avon seconded the motion. Motion carried.
- Item 2 Approve 2016 Temporary Appropriations**
Jill Lengler explained this is one quarter of the 2016 Budget for operations until the Commissioners approve the 2016 Budget next year.
Tedd Finlayson made a motion to approve the 2016 Temporary Appropriations. Donald Quicksall seconded the motion. Motion carried.
- Item 3 Commissioners Hearing on Increase in Minimum Lot Size**
Jill Lengler reported the commissioners have set the Public Hearing for Thursday, December 17 at 9:30 am in the commissioners meeting room. NOT the 12 as was in the meeting notice we sent out. She encouraged anyone that can attend to support the issue to please do so. The commissioners will NOT be voting on the issue at this meeting. .
- Item 4 Nominating Committee Report**
John Fondriest reported that no one has come forward. Don Ackerman reported that the Nominating Committee will be recommending John Fondriest as Chairperson for a second year and Tedd Finlayson as Vice Chairperson. He encouraged anyone wishing to serve to contact him, John Fondriest or Donald Quicksall if they would like to serve.
- Item 5 Director's Report**
Jill Lengler reported that we meet with the commissioners on Tuesday, December 15 at 10 AM for the 2016 budget. Anyone wishing to attend may do so but is not necessary.
- Jill has had several meetings with FEMA, ODNR, EMA Office and Stantec Engineering on Risk MAP for the Tuscarawas Watershed. They had discussions about local vulnerability and activities that can result in safer communities. They were asked questions on any particular obstacles to achieving mitigation and resilience to flooding. Lack of money was the number one answer. Not sure what is going to be the outcome to this. She asked that members email her a list of roads in their cities, villages and townships that flood on a regular basis as soon as possible.
- She has agreed to be on a task force that will be for one year and have about four meetings on the Harry Clever Field (New Philadelphia Airport) Master Plan Update. This plan has to be done every five years in order for the city to continue to receive funding from the Feds.
- She reported that 2015 has been financially a successful year, activity picked up in minor subdivisions (lot splits) and DPDs. She wished everyone a happy safe holiday season and is looking forward to seeing all next year.

John Fondriest asked if there was any other business to discuss. With no other business brought before the Commission, a motion to adjourn was made by Dave Jones, seconded by Tedd Finlayson. Meeting Adjourned.

John Fondriest, Chairman

Date

Lee Finley, Vice Chairman

Date

Absent
Jerry Lahmers, Secretary

Date

HOURLY FEE AGREEMENT

The undersigned, Tuscarawas County Regional Planning Commission (hereinafter known as Client), hereby requests the legal services of Michael A. Cochran, Attorney at Law (hereinafter known as Attorney), for representation concerning general legal services and representation for the calendar year 2016.

Legal services will be billed on an hourly basis, with time being charged in tenths of an hour, at the following rates:

| | | | |
|------------|--------------------------|------------|-------------------|
| Partners | \$ <u>85.00</u> per hour | Paralegals | \$ _____ per hour |
| Associates | \$ _____ per hour | Law Clerks | \$ _____ per hour |

Attorney will use his discretion in staffing, to provide services in the most economical manner possible. Please note that all time spent on your behalf in this matter, including time spent in telephone conversations, will be charged to you. The initials of the person performing the services will be noted on the invoice.

In addition to fees for legal services, Attorney will be entitled to payment or reimbursement for costs and expenses incurred for services, including but not limited to: photocopying, messenger and delivery service, fees for computerized research services, travel (including mileage, parking, air fare, lodging, meals and ground transportation), long distance telephone, telecopying, depositions, court costs and filing fees. Client agrees that Client is responsible for such expenses relating to this case. Depending upon the type of case you have, expenses may also include, but are not limited to: medical treatment, charges for medical examinations and reports, the cost of accident and credit reports, hospital records and pictures. Attorney is hereby authorized to charge such expenses and have such expenses billed to Client and Client agrees to pay them promptly. Unless other arrangements are made at the outset, fees and expenses of others will not be paid by Attorney and will be the responsibility of and billed directly to the Client.

Client agrees that Attorney may retain co-counsel, and Attorney agrees that Client will be consulted concerning co-counsel and any fee arrangement with co-counsel prior to retention of or consultation with co-counsel by Attorney.

Invoices for legal services rendered and costs advanced or incurred are issued (indicate time interval, e.g. monthly) and are payable upon receipt. Interest at the rate of 6 percent per month will be added to the balance due on amounts which remain unpaid thirty (30) days or more.

Attorney reserves the right to withdraw from representation, if, among other things, Client fails to honor the terms of this **FEE AGREEMENT** by failing to pay Attorney's invoices, by failing to cooperate or follow Attorney's advice on a material matter, or if any fact or circumstance arises or is discovered that would, in Attorney's view, render our continuing representation unlawful or unethical.

This **FEE AGREEMENT** shall terminate on December 31, 2016.

You should be aware of an ethical requirement imposed on all Ohio attorneys, that if a client, in the course of representation by an attorney, perpetrates a fraud upon any person or tribunal, the attorney is obligated to call upon the client to rectify the same, and if the client refuses or is unable to do so, the attorney is required to reveal the fraud to the affected person of court.

The outcome of negotiations and litigation is subject to factors which cannot always be foreseen; therefore, it is understood that Attorney has made no promises or guarantees to Client concerning the outcome of this representation and cannot do so. Nothing herein shall be construed as such a promise or guarantee.

This **FEE AGREEMENT** pertains only to legal services rendered and costs and expenses for the matter expressly stated above. It does not relate to any other manner for which Client seeks representation by Attorney. Any other matter will require a separate **FEE AGREEMENT**.

Date: _____

Client: _____

Tuscarawas County Regional
Planning Commission

Date: _____

Attorney: _____

Michael A. Cochran

Date: _____

Witness: _____