1. Agenda

   Documents:

   2020-02-10 AGENDA.PDF

2. Meeting Materials

   Documents:

   2020-02-10 COUNCIL PACKET.PDF

City Council meeting
Agenda of business
February 10, 2020

The Lord's Prayer

Pledge of Allegiance to the flag

Item no.

A. Roll call

B. Approval of minutes

C. Communications, reports, and resolutions

1. Communication from Scott Brown, Interim Director of Public Services-The City of Zanesville Vehicle Maintenance Division 2019 Annual Report.

2. Resolution No. 2020-03 – Introduced by Council – A Resolution authorizing the sale, by internet auction during Calendar year 2020, of City owned personal property which is not needed for public use or which is obsolete or unfit for use for which it was acquired. (Third Reading)

D. Proposed ordinances

3. Ordinance No. 2020-17 – Introduced by Council – An Ordinance authorizing the Public Service Director to apply for an OPWC (Ohio Public Works Commission) Grant and Zero Interest Loan and execute contracts in connection with the Round 35 State Issue 1 Program, if approved. (First Reading)

4. Ordinance No. 2020-18 – Introduced by Council – An Ordinance authorizing the proper City official to enter into an amended professional contract with Poggemeyer Design Group Inc. for design, bidding, and construction services for the replacement of the Linden Avenue Sanitary Sewer Pump Station. (First Reading)

5. Ordinance No. 2020-19 – Introduced by Council – An Ordinance authorizing the proper City official to advertise for bids and enter into a contract with the lowest and best bidder for the Linden Avenue Sanitary Sewer Pump Station Project. (First Reading)

6. Ordinance No. 2020-20 – Introduced by Council – An Ordinance authorizing the proper City official to advertise for bids and enter into a contract with the lowest and best bid for a Roof Replacement at C.A.S.S. Mind Academy, 405 Moxahala Avenue, Zanesville, as part of the City's PY 19 Community Development Block Grant (CDBG) Allocation Program of Work. (First Reading)

7. Ordinance No. 2020-21 – Introduced by Council – An Ordinance authorizing the proper City official to enter into a contract for Management and Concession Services for the Riverside Park Softball Complex. (First Reading)

8. Ordinance No. 2020-22 – Introduced by Council – An Ordinance authorizing the disposal of personal property that is obsolete, unneeded, and unfit for public use pursuant to R.C. 721.15. (First Reading)

E. Ordinances for action

9. Ordinance No. 2020-08 – Introduced by Council – An Ordinance enacted by the City of Zanesville of Muskingum County, Ohio for cleaning of the bridge carrying SR 555 over the Muskingum River in the City of Zanesville. (Second Reading)

10. Ordinance No. 2020-09- Introduced by Council – An Ordinance establishing rates of pay and benefits for Seasonal Employees and Employees engaged in stage and technical support at Secrest Auditorium. (Second Reading)

11. Ordinance No. 2020-11 – Introduced by Council - An Ordinance authorizing the Community Development Director to execute an agreement with the Muskingum Soil and Water Conservation District. (Second Reading)

12. Ordinance No. 2020-12 – Introduced by Council - An Ordinance authorizing the Community Development Director to execute a Gift Agreement with the Muskingum County Farm Bureau. (Second Reading)

13. Ordinance No. 2020-13 – Introduced by Council - An Ordinance authorizing the Proper City Official to enter into an amended Historic Property Investment Agreement in connection with the Zane-Zenith Downtown Redevelopment District. (Second Reading)

14. Ordinance No. 2020-14– Introduced by Council - An Ordinance authorizing the City to enter into Energy Savings Contracts with ABM Technical Solutions, LLC. (Second Reading)

15. Ordinance No. 2020-15 – Introduced by Council - An Ordinance authorizing the City to enter into a Tax-Exempt Municipal Lease for the funding of Energy Conservation Measures in the city provided by ABM Technical Solutions, LLC. (Second Reading)

16. Ordinance No. 2020-05 – Introduced by Council - An Ordinance authorizing the proper City Official to dispose of City property. (Third Reading)

F. Traffic orders

There were no traffic orders files for this meeting.

G. Miscellaneous and unfinished business

H. Private petitions and communications

Non-agenda item petitions filed

There were no private petitions filed for this meeting.

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F. Traffic orders

There were no traffic orders files for this meeting.

G. Miscellaneous and unfinished business

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Non-agenda item petitions filed

There were no private petitions filed for this meeting.

ZANESVILLE CITY COUNCIL MEETING – MONDAY, JANUARY 27, 2020

The Zanesville City Council met in regular session at 7:00 p.m. on Monday, January 27, 2020 in the City Council Chambers, 401 Market Street, Zanesville, Ohio.

Mr. Vincent led those present in the Lord's Prayer and the Pledge of Allegiance to the Flag.

The following members of Council answered Roll Call: Miss Bradshaw, Ms. Gildow, Mr. Sharrer, Mr. Foreman, Mr. Roberts, Mr. Baker, Mrs. Gentry, Mr. Ware, and Mr. Vincent. Mrs. Osborn was absent.

Mr. Roberts moved to excuse Mrs. Osborn. It was seconded by Ms. Gildow. A voice vote was taken with Miss Bradshaw, Ms. Gildow, Mr. Foreman, Mr. Baker, Mrs. Gentry, and Mr. Ware being in favor. Mr. Sharrer and Mr. Roberts voted nay. Motion carries.

APPROVAL OF MINUTES

Ms. Gildow moved to accept the minutes of January 13, 2020 as written, seconded by Miss Bradshaw.

Motion carried. Mrs. Osborn was absent.

COMMUNICATIONS, REPORTS, AND RESOLUTIONS

Communication from Mayor Donald Mason-Downtown Design Review Board- Mayor Mason is hereby recommending the reappointment of Mark Baker to the Downtown Design Review Board. Mr. Baker's term will expire December 31, 2021.

Mr. Roberts moved to receive and concur with Mayor Mason, seconded by Mr. Sharrer. All present were in favor except Mr. Baker who abstained. None were opposed. Motion carries. Mrs. Osborn was absent.

Communication from Mayor Donald Mason- Zanesville Community Improvement Corporation - Mayor Mason is hereby recommending the reappointment of Susan Jones, Andrew Roberts, Gretchen Sayre, and Daniel Vincent to the Zanesville Community Improvement Corporation Board of Directors. The terms for Ms. Jones, Mr. Roberts and Ms. Sayre will expire December 31, 2022. Mr. Vincent's term will expire December 31, 2021.

Ms. Gildow moved to receive and concur with Mayor Mason, seconded by Miss Bradshaw. All present were in favor except Mr. Roberts who abstained. None were opposed.
Motion carries. Mrs. Osborn was absent.

Communication from Mayor Donald Mason-Shade Tree Commission – Mayor Mason is hereby recommending the reappointment of Robert Boehle and Don Dal Ponte to the Shade Tree Commission. Mr. Boehle's term will expire October 4, 2021. Mr. Dal Ponte's term will expire January 28, 2022.

Ms. Gildow moved to receive and concur with Mayor Mason, seconded by Miss Bradshaw. All present were in favor. None were opposed. Mrs. Osborn was absent. Motion carries.

Communication from Mayor Donald Mason-Zanesville Planning Commission and Board of Zoning Appeals – Mayor Mason is hereby recommending the appointment of Mandy Jennings to the Planning Commission to complete the unexpired term of Vincent Russo. Ms. Jennings' term will expire December 31, 2020.

Further, Mayor Mason is hereby recommending the appointment of Mandy Jennings, as a member of the Planning Commission, to serve on the Board of Zoning Appeals replacing Vincent Russo. Ms. Jennings' term will expire December 31, 2020.

Mr. Roberts moved to receive and concur with Mayor Mason, seconded by Mr. Baker. All present were in favor. None were opposed. Mrs. Osborn was absent. Motion carries.

Communication from Mayor Donald Mason-Historic Preservation Board – Mayor Mason is hereby recommending the appointment of Michael Bullock and the reappointment of Ann Gildow to the Historic Preservation Board. Mr. Bullock's term will expire January 27, 2025. Ms. Gildow's term will expire December 31, 2021.

Mr. Foreman moved to receive and concur with Mayor Mason, seconded by Mr. Sharrer. All present were in favor except Ms. Gildow who abstained on this one. None were opposed. Motion carries. Mrs. Osborn was absent.

Communication from Scott Brown, Interim Public Service Director -2019 Municipal Airport's 4th Quarter Report.

Mr. Roberts moved to receive, seconded by Miss Bradshaw.

All present were in favor. None were opposed. Mrs. Osborn was absent. Motion carries.

Communication from Scott Brown, Interim Public Service Director -2019 Municipal Airport's Year-End Report.

Ms. Gildow moved to receive, seconded by Miss Bradshaw. All present were in favor. None were opposed. Mrs. Osborn was absent. Motion carries.

Resolution No. 2020-03 – Introduced by Council – A Resolution authorizing the sale, by Internet auction during calendar year 2020, of City owned personal property which is not needed for public use or which is obsolete or unfit for the use for which it was acquired.

Miss Bradshaw moved for second reading, seconded by Mr. Baker.

Mr. Vincent: Is there any discussion? Hearing none, all in favor of second reading signify by saying aye.

All present were in favor. None were opposed. Mrs. Osborn was absent.
Motion carries.

PROPOSED ORDINANCES

Ordinance No. 2020-08 – Introduced by Council – An Ordinance enacted by the City of Zanesville of Muskingum County, Ohio for cleaning of the bridge carrying SR 555 over the Muskingum River in the City of Zanesville.

Mr. Roberts moved for first reading, seconded by Mr. Sharrer.

Mr. Vincent: Is there any discussion? I had asked for clarification and this is what is referred to as the 719 Bridge. Part of it is on City property so they need permission from the City to clear brush and stuff around the banks. Is there anything else? Okay, we are at second reading so all in favor of second reading signify by saying aye.

Ms. Gildow and Mr. Sharrer stated it was first reading.

Mr. Vincent: Yes, my apologies. So, we are voting on first reading. So, all in favor of first reading signify by saying aye.

All present were in favor. None were opposed. Mrs. Osborn was absent.
Motion carries.

Mr. Vincent: Thanks for the correction. I appreciate that.

Ordinance No. 2020-09 – Introduced by Council – An Ordinance establishing rates of pay and benefits for seasonal employees and employees engaged in stage and technical support at Secrest Auditorium.

Miss Bradshaw moved for first reading, seconded by Mr. Foreman.

Mr. Vincent: Is there any discussion? Hearing none, all in favor of first reading signify by saying aye.

All present were in favor. None were opposed. Mrs. Osborn was absent.

Motion carries.

Ordinance No. 2020-10 – Introduced by Council – An Ordinance repealing Ordinance No. 19-140, and authorizing the Proper City Official to submit an application for a 2020 Certified Local Government Program Grant and declaring an emergency.

Mr. Baker moved to waive and pass as emergency legislation and it was seconded by Mr. Foreman.

Mr. Vincent: Is there any discussion on waiving?

Mr. Baker: This was discussed at the CD meeting and I believe it is time sensitive and it needs to be passed today.

Mr. Arnett: Correct, Mr. Baker. The application to the State of Ohio Historic Preservation office is February 10. The Ordinance that was most recently approved would be effective February 13, 2020 so we would have missed the application deadline by three days.

Mr. Vincent: Are there any questions on waiving. We will have roll call vote for waiving of the readings.

Roll call vote on waiving of the readings.
8 Ayes
0 Nays
1 Absence Mrs. Osborn
Motion carries.

Miss Bradshaw moved for passage, seconded by Mr. Foreman.

Mr. Vincent: Is there any discussion? We passed this before.

Roll call vote for passage.
8 Ayes
0 Nays
1 Absence Mrs. Osborn
Motion carries. Ordinance is passed.

Ordinance No. 2020-11 – Introduced by Council – An Ordinance authorizing the Community Development Director to execute an agreement with the Muskingum Soil and Water Conservation District.

Mr. Roberts moved for first reading, seconded by Mr. Baker.

Mr. Vincent: Is there any discussion?

Mr. Baker: This too was looked at by the CD Committee as a good way to essentially double the Urban Greens grant possibility.

Mr. Vincent: Okay, thank you. Is there anything else from Council? We are at first reading so all in favor of first reading signify by saying aye.

All present were in favor. None were opposed. Mrs. Osborn was absent.
Motion carries.

Ordinance No. 2020-12 – Introduced by Council – An Ordinance authorizing the Community Development Director to execute a Gift Agreement with the Muskingum County Farm Bureau.

Miss Bradshaw moved for first reading, seconded by Mr. Baker.

Mr. Vincent: Is there any discussion?

Mr. Baker: This was just part two of the original Ordinance continuing aid and we looked at it at the CD Committee as well.

Mr. Vincent: Thank you, sir. Is there anything else? We are at first reading so all in favor of first reading signify by saying aye.

All present were in favor. None were opposed. Mrs. Osborn was absent.
Motion carries.

Ordinance No. 2020-13 – Introduced by Council – An Ordinance authorizing the Proper City Official to enter into an amended Historic Property Investment Agreement in connection with the Zane-Zenith Downtown Redevelopment District.

Miss Bradshaw moved for first reading, seconded by Mr. Baker.

Mr. Vincent: Is there any discussion?

Mr. Baker: Yes, Mr. Arnett, could you go over this again?

William Arnett: Sure, so in 2018 the City approved a Historic Investment Agreement with the Zane-Zenith Company. It is for work being done on the 11 N. Fourth Street building generally what we call the Graham and Graham building. When this was done in 2018 the project they are proposing to do now which is a complete façade change and also opening up the Main Street side of the building to possible redevelopment for retail which wasn't included in that initial agreement. That project had not been contemplated. So, when conferring with the Law Director it made sense to go back in and amend the agreement to include the project that has been approved by the Downtown Design Review Board. What they are proposing to do is considered rehabilitation by the Ohio

Revised Code, but by actually putting it in the investment agreement there wouldn't be any doubt that this is an eligible project under the agreement.

Mr. Vincent: Is there anything else? Okay, we are at first reading so all in favor of first reading signify by saying aye.

All present were in favor. None were opposed. Mrs. Osborn was absent.
Motion carries.

Ordinance No. 2020-14 – Introduced by Council – An Ordinance authorizing the City to enter into Energy Savings Contracts with ABM Technical Solutions, LLC.

Miss Bradshaw moved for first reading, seconded by Mrs. Gentry.

Mr. Vincent: Is there any discussion?

Ms. Gildow: We are fortunate to have two representatives here from ABM Technical Solutions. They have been working with different departments to identify ways to save money currently and on an ongoing basis and this is quite a complex process. They have been very good about answering all of our questions. So we would like to say thank you and we are trying to delve into this to determine what is good for the City.

Mr. Vincent: I agree, very complex. We have had weekly updates and lots of details. We have looked at this very closely. An excellent job presenting, if they missed something I would be very surprised. They looked very closely. Is there anything else from Council? Okay, so we are at first reading, so all in favor of first reading signify by saying aye.

All present were in favor. None were opposed. Mrs. Osborn was absent.
Motion carries.

Ordinance No. 2020-15 – Introduced by Council – An Ordinance authorizing the City to enter into a Tax-Exempt Municipal Lease for the funding of Energy Conservation Measures in the City provided by ABM Technical Solutions, LLC.

Miss Bradshaw moved for first reading, seconded by Mrs. Gentry.

Mr. Vincent: Is there any discussion? Are there any questions for our experts? Okay, so we are at first reading; so all in favor of first reading signify by saying aye.

All present were in favor. None were opposed. Mrs. Osborn was absent.
Motion carries.

Mr. Vincent: Thank you, gentlemen.

Ordinance No. 2020-16 - Introduced by Council – An Ordinance authorizing the City Auditor to pay the invoices of various departments using 2020 money for 2019 invoices and declaring an emergency.

Ms. Gildow moved to waive the readings and it was seconded by Miss Bradshaw.

Mr. Vincent: Is there any discussion on waiving? Hearing none we will have roll call vote on waiving of the readings.

Roll call vote on waiving of the readings.
8 Ayes
0 Nays
1 Absence Mrs. Osborn
Motion carries.

Mr. Roberts moved for passage, seconded by Mr. Foreman.

Roll call vote for passage.
8 Ayes
0 Nays
1 Absence Mrs. Osborn
Motion carries. Ordinance is passed.

ORDINANCES FOR ACTION

Ordinance No. 2020-05 – Introduced by Council – An Ordinance authorizing the proper City Official to dispose of City property.

Mr. Roberts moved for second reading, seconded by Mr. Foreman.

Mr. Vincent: Is there any discussion? Hearing none, all in favor of second reading signify by saying aye.

All present were in favor. None were opposed. Mrs. Osborn was absent.
Motion carries.

TRAFFIC ORDERS

No traffic Orders were filed for this meeting.

MISCELLANEOUS AND UNFINISHED BUSINESS

Mr. Vincent: We will first turn to the Mayor.

Mayor Mason: I want to thank City Council for all the discussion between the City Councilmembers and members of the administration. I feel as we move forward again a

lot of information is being shared and that makes our decision making that much better. So, thank you very much.

Mr. Vincent: Thank you, Mayor Mason. Is there anything else from the administration? Last chance, the Law Director's office?

Mr. Tarbert: Nothing, thank you.

Mr. Vincent: Public Safety?

Keane Toney: He said it all.

Mr. Vincent: Public Service?

Scott Brown: No, thank you.

PRIVATE PETITIONS AND COMMUNICATIONS

Mr. Joe Temple, 533 Merrick Ave, Zanesville, Ohio speaking about City Code people.
Mr. Temple was not present to speak.

Mr. Vincent: He is not here, so with that I will move on to…

Mr. Sharrer: I move that we adjourn.

Mr. Roberts seconded. A voice vote was taken with all present being in favor. None were opposed. Mrs. Osborn was absent. Motion carries.

Mr. Vincent: We stand adjourned. Thank you everyone and have a good evening.

The meeting adjourned about 7:20 p.m.

Susan Culbertson
Clerk of Council

Daniel M. Vincent
President of Zanesville City Council

The City of Zanesville

401 Market Street, Zanesville, Ohio 43701
Phone: (740) 617-4910
Email: scott.brown@coz.org

RECEIVED
JAN 24 2020
CLERK OF COUNCIL

Council-Mayor Government
Donald Mason, Mayor

Department of Public Service
Scott Brown, Interim Director

MEMORANDUM

TO: Members of City Council

FROM: Scott Brown, Interim Director of Public Services

DATE: February 10, 2020

RE: City of Zanesville Vehicle Maintenance Division
2019 Annual Report

To the Members of Council,

Please find attached the 2019 Annual Report for the Vehicle Maintenance Division. As always, if you have any questions, please feel free to contact me. Thank you.

SB/am

The City of Zanesville

1084 Central Avenue Rear, Zanesville, Ohio 43701
Phone: (740) 455-0602
Email: maintenance@coz.org

Vehicle/Equipment Maintenance Division

Billy Rosser, Fleet Manager

Council-Mayor Government
Don Mason, Mayor

January 24, 2020

For the year 2019, it has been at least an interesting year in the Vehicle Maintenance Division. I have learned so much since being promoted as Fleet Manager in October of 2018. Being full staff for 2019 has helped a lot. We were able to repair 1,404 repair orders. We have made a few capital improvements this year. We purchased a 350,000 BTU waste oil furnace to help cut down on heating costs, four mobile column lifts capable of lifting 76,000 pounds, a drop deck lowboy trailer to haul larger equipment. We helped make both new and used vehicle and equipment purchases which helped the aging fleet get up to date. We still have a lot of work to do in 2020. We still haven't got a building large enough for some of the new equipment. A couple of us have received our emergency vehicle technician training in 2019 and have new certificates. We look to do a lot more training in 2020 to help keep up with the new changing technology. We have a very dependable and talented staff to continue serving the city with repairs, services and new vehicle and equipment purchases. My belief is that myself and the staff will continue to do the city divisions the best job possible while saving the most money possible in the upcoming year and many more to follow.

Bill Rosser

Billy Rosser
Fleet Manager

Ways and Means Committee
Ann Gildow, Chair

RESOLUTION #20-03
INTRODUCED BY COUNCIL

A RESOLUTION AUTHORIZING THE SALE, BY INTERNET AUCTION DURING CALENDAR YEAR 2020, OF CITY OWNED PERSONAL PROPERTY WHICH IS NOT NEEDED FOR PUBLIC USE OR WHICH IS OBSOLETE OR UNFIT FOR THE USE FOR WHICH IT WAS ACQUIRED

WHEREAS, pursuant to R.C. 721.15(D), Council for the City of Zanesville may adopt, during each calendar year, a resolution expressing its intent to sell municipally owned property, regardless of the property's value, by internet auction.

WHEREAS, the City will follow the online sales terms and conditions as set forth by gov.deals, and attached hereto as Exhibit A.

WHEREAS, Council for the City of Zanesville wants to use GovDeals, Inc., at www.gov.deals.com, as the City's contracted representative to conduct auctions on its behalf for all property.

NOW THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ZANESVILLE, COUNTY OF MUSKINGUM, STATE OF OHIO, A MAJORITY OF MEMBERS PRESENT CONCURRING THAT:

Section One: During calendar year 2020, city owned personal property which is not needed for public use, or which is obsolete or unfit for the use for which it was acquired, may be sold at internet auction.

Section Two: All internet auction sales shall be conducted under the authority and direction of the Mayor or his designee(s).

Section Three: All internet auction sales shall be conducted by GovDeals.com internet auction service, 5907 Carmichael Place, Montgomery, AL 36117, phone (800) 613-0156.

Section Four: All internet auction sales shall be conducted pursuant to the rules and regulations promulgated and in effect for GovDeals.com.

Section Five: For each internet auction sale, bidding shall remain open for not less than ten (10) days, including Saturdays, Sundays and legal holidays.

Section Six: The City of Zanesville shall publish, in a newspaper of general circulation within the City, or as provided in R.C. 7.16, notice of its intent to sell all unneeded, obsolete, or unfit municipal personal property by internet auction. This notice shall include a summary of the information provided herein and shall be published twice. The second notice shall be published not less than ten (10) nor more than twenty (20) days after the previous notice. A similar notice also shall be posted continually throughout the calendar year in a conspicuous place in the office of the Clerk of Council. The notice also shall be posted continually throughout the calendar year on the City's web site.

Section Seven: All prior legislation, or any parts thereof, which is/are inconsistent with this Resolution is/are hereby repealed as to the inconsistent parts thereof.

Section Eight: It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of Council and that all deliberations of the Council and any of the decision making bodies of the City of Zanesville which resulted in such formal actions were in meetings open to the public in compliance with all legal requirements of the State of Ohio.

Section Nine: This Resolution shall take effect and be in force from and after the earliest period allowed by law.

PASSED_____, 2020

ATTEST:_____
Susan Culbertson
Clerk of Council

_____
Daniel M. Vincent
President of Council

APPROVED:_____, 2020

This legislation approved as to form:

_____
Donald L. Mason
Mayor

_____
Law Director's Office

Attachment to Res. No. 2020-03

City of Zanesville

Zanesville, Ohio

Online Sales - Terms and Conditions

All bidders and other participants of this service agree they have read and fully understand these terms and agree to be bound thereby.

Guaranty Waiver. All assets are offered for sale "**AS IS, WHERE IS**." **City of Zanesville** (**Seller**) makes no warranty, guaranty or representation of any kind, expressed or implied, as to the merchantability or fitness for any purpose of the property offered for sale. The Buyer is not entitled to any payment for loss of profit or any other money damages – special, direct, indirect or consequential.

Description Warranty. Seller warrants to the Buyer the property offered for sale will conform to its description. Any claim for misdescription must be made prior to removal of the property. If **Seller** confirms the property does not conform to the description, **Seller** will keep the property and refund any money paid. The liability of the **Seller** shall not exceed the actual purchase price of the property. **Please note upon removal of the property, all sales are final.**

Personal and Property Risk. Persons attending during exhibition, sale, or removal of goods assume all risks of damage of or loss to person and property and specifically release the **Seller** and **GovDeals** from liability therefore.

Consideration of Bid. Seller reserves the right to reject any and all bids and to withdraw from sale any of the assets listed at any time until the Seller has received payment in full for the assets and Buyer has removed the assets from the Seller's premises in their entirety.

Buyer's Certificate. If applicable, successful bidders will receive a Buyer's Certificate by email from **GovDeals** as their notice of award.

Buyer's Premium & Additional Fees. If a Buyer's Premium and/or Additional Fees are shown on the auction page Bid Box, then that amount (expressed as a percentage of the final selling price or a specified amount) will be added to the final selling price of all items in addition to any taxes imposed.

Payment. Payment in full is due not later than **5 business days** from the time and date of the close of the auction. Please refer to the payment instructions listed on the auction page for complete payment terms and methods. Please refer to the Bid Box for all fees and taxes that may be associated with the auction.

State/Local Sales and/or Use Tax. Buyers may be subject to payment of State and/or local sales and/or use tax. Buyers are responsible for contacting **Seller** or the appropriate tax office, completing any forms and paying any taxes that may be imposed. Buyers must provide any applicable tax exempt documents to **Seller** within 24 hours of the auction closing and before payment is made.

Removal. All assets must be removed within **ten (10) business days** from the time and date of the close of the auction. Purchases will be released only upon receipt of payment as specified. Successful buyers are responsible for loading and removal of any and all property awarded to them from the place where the property is located as indicated on the website and in the Buyer's Certificate. The Buyer will make all arrangements and perform all work necessary, including packing, loading and transportation of the property. Under no circumstances will **Seller** assume responsibility for packing, loading or shipping. See instructions on each auction page for complete removal details. A daily storage fee of $25.00 may be charged for any item not removed within the ten (10) business days allowed and stated on the Buyer's Certificate.

Vehicle Titles. Seller will issue a title or certificate upon removal of the vehicle. Titles may be subject to restrictions as indicated in the asset description on the website.

Default. Default shall include (1) failure to observe these terms and conditions; (2) failure to make good and timely payment; or (3) failure to remove all assets within the specified time. Default may result in termination of the contract and suspension from participation in all future sales until the default has been cured. If the Buyer fails in the performance of their obligations, **Seller** may exercise such rights and may pursue such remedies as are provided by law. **Seller** reserves the right to reclaim and resell all items not removed by the specified removal date.

Acceptance of Terms and Conditions. By submitting a bid, the bidder agrees they have read, fully understand and accept these Terms and Conditions, and agree to pay for and remove the property, by the dates and times specified. These Terms and Conditions are available for review in the bid box at the top of each page of each asset listed on **GovDeals**. Specific Instructions (Payment, Removal, and Special) appearing on the asset page will override certain sections of these Terms and Conditions.

Sales to Employees. Employees of the **Seller** may bid on the property listed for auction, so long as they do NOT bid while on duty.

Public Service Committee
Andrew Roberts, Chair

ORDINANCE NO. 20 - 17
INTRODUCED BY COUNCIL

AN ORDINANCE AUTHORIZING THE PUBLIC SERVICE DIRECTOR TO APPLY FOR AN OPWC (OHIO PUBLIC WORKS COMMISSION) GRANT AND ZERO INTEREST LOAN AND EXECUTE CONTRACTS IN CONNECTION WITH THE ROUND 35 STATE ISSUE 1 PROGRAM, IF APPROVED.

WHEREAS, the City of Zanesville is eligible for Round 35 State Issue 1 Financial Assistance contingent upon proper application submittal and State approval; and

WHEREAS, authorized legislation by City Council is appropriate to submit applications and execute contracts in connection with State Issue 1 Financial Assistance Program for Round 35.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Zanesville, State of Ohio, that:

SECTION ONE: The Public Service Director is hereby authorized to apply for a grant and zero interest loan application and execute contract(s), if offered, for Round 35 State Issue 1 Financial Assistance Program and infrastructure improvement for OPWC Round 35.

SECTION TWO: This Ordinance shall take effect and be in force from and after the earliest period allowed by law.

PASSED: _____, 2020

ATTEST:

_____	_____
Susan Culbertson	Daniel M. Vincent
Clerk of Council	President of Council

APPROVED: _____, 2020

THIS LEGISLATION APPROVED AS TO FORM

_____
DONALD MASON
Mayor

_____
Law Director's Office

Public Service Committee
Andrew Roberts, Chair

ORDINANCE NO. 20 - 18

AN ORDINANCE AUTHORIZING THE PROPER CITY OFFICIAL TO ENTER INTO AN AMENDED PROFESSIONAL CONTRACT WITH POGGEMEYER DESIGN GROUP INC. FOR DESIGN, BIDDING, AND CONSTRUCTION SERVICES FOR THE REPLACEMENT OF THE LINDEN AVENUE SANITARY SEWER PUMP STATION.

WHEREAS, the City of Zanesville Wastewater Treatment Plant has identified the need to replace the Linden Avenue Sanitary Sewer Pump Station, and issued a request for qualifications for the engineering design, bidding, and construction of said project; and

WHEREAS, Poggemeyer Design Group Inc. was selected from the firm submissions to provide engineering design and bidding services for the project; and

WHEREAS, Ordinance 18-117 authorized $51,500 for engineering design and bidding services for the project; and

WHEREAS, due to staff workload, the administration would like to add construction engineering services to the contract.

NOW, THEREFORE, BE IT ORDAINED, by the Council of the City of Zanesville, State of Ohio, that:

SECTION ONE: The proper City official is hereby authorized to enter into an amended contract with Poggemeyer Design Group, Inc. for engineering design, bidding, and construction services in conjunction with the replacement of the Linden Avenue Sanitary Sewer Pump Station, attached as "Exhibit A".

SECTION TWO: The estimated cost of services shall be amended from $51,500 to $97,700, and the additional $46,200 shall be taken from Line Item 612-5453-53225, as detailed within the Scope of Services.

SECTION THREE: This Ordinance shall take effect and be in force from and after the earliest period allowed by law.

PASSED: _____, 2020

ATTEST:

SUSAN CULBERTSON, Clerk of Council	DANIEL M. VINCENT President of Council

APPROVED: _____, 2020

THIS LEGISLATION APPROVED AS TO FORM

LAW DIRECTOR'S OFFICE

DONALD MASON,
Mayor

☐ CLIENT
☐ ARCHITECT/ENGINEER

Ordinance 2020-18
Exhibit A

POGGEMEYER
DESIGN GROUP

Contract Amendment

PROJECT:
Linden Avenue Pump Station Replacement

CONTRACT AMENDMENT NUMBER: 1

DATE: 1/24/2020

PDG PROJECT NUMBER: **110300-004**

TO CLIENT:
City of Zanesville
401 Market Street
City Hall - Rm 228
Zanesville, Ohio 43701

PROJECT MANAGER: Neal R. Materni

CONTRACT DATE: January 24, 2020

The Contract is changed as follows:
This Contract amendment is for the addition of Construction Administration, Construction Observation and construction staking services for the Linden Avenue Pump Station Replacement. All fees will be billed on a time and expense basis at PDG's 2020 rate schedule, which is attached.

Attached is a summary of the updated cost allocations.

The original Contract Sum :	$ 51,500
The net change by previously authorized Contract Amendments :	$ 0
The Contract Sum prior to this Contract amendment :	$ 51,500
The Contract Sum will be **(increased)** **(decreased)** **(unchanged)** by this Amendment in the amount of :	$ 46,200
The new Contract Sum including this Contract Amendment :	$ 97,700
The Contract Time will be increased by :	(240) days

NOT VALID UNTIL SIGNED BY THE ARCHITECT/ENGINEER AND CLIENT

Poggemeyer Design Group, Inc.
Architect/Engineer

1168 North Main Street
Bowling Green, Ohio 43402
ADDRESS

BY *(Signature)*

BY *(Signature)*

1/24/2020
DATE

City of Zanesville, Ohio
Client

401 Market Street
Zanesville, Ohio 43701
ADDRESS

BY *(Signature)*

Mr. Scott Brown - Public Service Director
(typed/printed name)

DATE

P:\clients\110300\00004\Contract\CA 1 wpd

Ordinance 2020-18
Exhibit A

City of Zanesville

Project: **Linden Avenue Pump Station Replacement**

Date: **January 24, 2020**

Contract Amendment Summary

Original Contract Cost Allocation:

1.	Topographic Survey:	$ 2,900
2.	Design:	$ 42,500
3.	Bidding & Negotiations	$ 6,100

Total Contract: **$ 51,500**

Contract Cost Allocation with additional Services:

1.	Topographic Survey:	$ 2,900
2.	Design:	$ 42,500
3.	Bidding Phase:	$ 6,100
4.	Eng During Construction:	$ 7,900
5.	Construction Observation:	$ 35,000
6.	Construction Staking	$ 3,300

Total New Contract Price: **$ 97,700**

*** All time will be billed as time and expense at Poggemeyer Design Group 2020 Rate Schedule. Observation budget was based on 45 days of full time on-site Inspection, including reimbursable.**

Ordinance 2020-18
Exhibit A

2020 HOURLY RATES – PROFESSIONAL SERVICES

Sr. Management Principal	$165.00
Managing Principal	$155.00
Principal Owner	$147.50
Executive VP/Department Manager/Senior VP	$142.50
Vice President	$142.50
Sr. Project Manager	$137.50
Project Manager	$135.00
Project Engineer/Architect	$125.00
Design Engineer/Architect	$115.00
Engineer/Architect Intern	$95.00
Sr. Designer	$125.00
Design Technician	$115.00
Sr. CAD Technician	$95.00
CAD Technician	$75.00
Project Developer	$115.00
Project Administrator	$125.00
Project Coordinator	$135.00
Environmental Planning Administrator	$105.00
Project Integrator	$125.00
Project Administration Assistant	$100.00
Housing Specialist	$105.00
Housing Specialist Assistant	$65.00
Housing Inspector	$77.50
Community Development Specialist	$77.00
IT Manager	$115.00
Administrative Support Specialist	$57.50
Administrative Assistant	$65.00
Graphic Design / GIS	$105.00
Professional Surveyor	$142.50
Crew Leader	$125.00
Survey Crew w/Robotics	$140.00
Instrument Person	$115.00
Sr. Project Observer	$77.50
Project Observer	$67.50
General Assistant	$49.50
Sr. Intern	$49.50
College Intern	$42.50

Mileage @ $0.44 per mile

NOTE:

- Reimbursable expenses including Irons, stakes, lath, phone, printing, photos and miscellaneous. Subcontracts are at actual cost. No minimum charges applicable.
- These hourly rates shall be adjusted annually in February of each year through the course of the contract.
- Includes CADD equipment.

Public Service Committee
Andrew Roberts, Chair

ORDINANCE NO. 20 - 19

AN ORDINANCE AUTHORIZING THE PROPER CITY OFFICIAL TO ADVERTISE FOR BIDS AND ENTER INTO A CONTRACT WITH THE LOWEST AND BEST BIDDER FOR THE LINDEN AVENUE SANITARY SEWER PUMP STATION PROJECT.

WHEREAS, the City of Zanesville Wastewater Treatment Plant has identified the need to replace the Linden Avenue Sanitary Sewer Pump Station, and issued a request for qualifications for the engineering design, bidding, and construction of said project; and

WHEREAS, through Ordinance 18-117, City Council authorized a contract with Poggemeyer Design Group, Inc. for engineering design and bidding services in conjunction with the replacement of the Linden Avenue Sanitary Sewer Pump Station; and

WHEREAS, through Ordinance 18-142, City Council authorized the proper City official to execute an Ohio Environmental Protection Agency, Water Pollution Control Fund Loan for the Linden Avenue Sanitary Sewer Pump Station Project; and

WHEREAS, the administration is prepared to advertise for bids and enter into a contract with the lowest and best bidder.

NOW, THEREFORE, BE IT ORDAINED, by the Council of the City of Zanesville, State of Ohio, that:

SECTION ONE: The proper City official is hereby authorized to advertise for bids and enter into a contract with the lowest and best bidder in the estimated amount of $745,000 for construction of the Linden Avenue Sanitary Sewer Pump Station Project, which shall be paid from the loan proceeds, and shall come from Line Item 612-5453-54465.

SECTION TWO: This Ordinance shall take effect and be in force from and after the earliest period allowed by law.

PASSED: _____, 2020

ATTEST:

SUSAN CULBERTSON
Clerk of Council

DANIEL M. VINCENT
President of Council

APPROVED: _____, 2020

DONALD MASON
Mayor

THIS LEGISLATION APPROVED AS TO FORM

LAW DIRECTOR'S OFFICE

Community Development Committee
Mark Baker, Chair

ORDINANCE NO. 2020-20____

AN ORDINANCE AUTHORIZING THE PROPER CITY OFFICIAL TO ADVERTISE FOR BIDS AND ENTER INTO A CONTRACT WITH THE LOWEST AND BEST BID FOR A ROOF REPLACEMENT AT C.A.S.S. MIND ACADEMY, 405 MOXAHALA AVENUE, ZANESVILLE, AS PART OF THE CITY'S PY19 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ALLOCATION PROGRAM OF WORK.

WHEREAS, The City of Zanesville conducted public outreach as required by the Office of Housing and Urban Development and Ohio Development Services Agency (ODSA) in preparation for its PY19 CDBG Allocation Application, and

WHEREAS, the C.A.S.S. Mind Academy made application for a CDBG project to replace the roof at its facility located at 405 Moxahala Avenue; and

WHEREAS, the City of Zanesville Citizen Advisory Council recommended the project for funding to the City of Zanesville, and the Zanesville City Council approved the project as part of its PY19 CDBG Allocation Application; and

WHEREAS, the ODSA and the City of Zanesville entered into the PY19 CDBG Allocation Grant Agreement on November 22, 2019, and

WHEREAS, the City of Zanesville conducted the required environmental review with associated public notice and comment period and has received the Notice of Project Specific Release of Funds Respecting Environmental Grant Conditions Pursuant to 24 CRF Part 58 from the ODSA, Office of Community Development; and

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Zanesville, State of Ohio; that

SECTION ONE: The proper city official is hereby authorized to advertise for bids and enter into a contract with the lowest and best bid for the PY19 CDBG Allocation grant project, known as the C.A.S.S. Mind Academy roof replacement.

SECTION TWO: The estimated cost of the PY19 CDBG Allocation grant project is $80,800, with the entire amount being paid from line item 321-4119-56103.

SECTION THREE: This Ordinance shall take effect upon the approval of the Mayor and from and after the earliest period allowed by law.

PASSED: _____, 2020.

ATTEST: _____
SUSAN CULBERTSON
CLERK OF COUNCIL

_____
DANIEL M. VINCENT
PRESIDENT OF COUNCIL

APPROVED: _____, 2020.

THIS LEGISLATION
APPROVED AS TO FORM

_____
MAYOR DONALD L. MASON

_____
LAW DIRECTOR'S OFFICE

Public Service Committee
Andrew Roberts, Chair

ORDINANCE NO. 2020-21
INTRODUCED BY COUNCIL

AN ORDINANCE AUTHORIZING THE PROPER CITY OFFICIAL TO ENTER INTO A CONTRACT FOR MANAGEMENT AND CONCESSION SERVICES FOR THE RIVERSIDE PARK SOFTBALL COMPLEX.

WHEREAS, Ordinance 19-104 authorized the proper City official to advertise for bids for management and concession services at the Riverside Park Softball Complex; and

WHEREAS, the bidding process has been completed, and the highest and best bidder has been established; and

WHEREAS, the City is prepared to enter into a contract with Ms. Johanna L. Hedges for management and concession services prior to the beginning of the softball season.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Zanesville, State of Ohio, that:

SECTION ONE: The proper City official is hereby authorized to execute a contract with Ms. Johanna L. Hedges for management and concession services for the Riverside Park Softball Complex, including certain upkeep and improvement activities. These services will be paid to the City of Zanesville General Fund in the amount of $25,000 over the course of the three (3) year contract.

SECTION TWO: This Ordinance shall take effect upon the approval of the Mayor and from and after the earliest period allowed by law.

PASSED: _____, 2020

ATTEST:

SUSAN CULBERTSON,
Clerk of Council

DANIEL M. VINCENT,
President of Council

APPROVED: _____, 2020

DONALD MASON,
Mayor

THIS LEGISLATION APPROVED AS TO FORM

LAW DIRECTOR'S OFFICE

ORDINANCE NO. 2020-22
INTRODUCED BY COUNCIL

AN ORDINANCE AUTHORIZING THE DISPOSAL OF PERSONAL PROPERTY THAT IS OBSOLETE, UNNEEDED, AND UNFIT FOR PUBLIC USE PURSUANT TO R.C. 721.15

WHEREAS, the Zanesville Police Department is in possession of certain equipment that has been determined by the Chief of the Police Department and the Public Safety Director to be obsolete, unneeded, and unfit for public use; said equipment being set forth on Exhibit A and incorporated by reference as though rewritten herein (the "Obsolete Equipment"); and

WHEREAS, because of the condition of the Obsolete Equipment and restrictions placed upon the City regarding the disposal of the Obsolete Equipment, by law, it has been determined that the Obsolete Equipment has no value to the City and cannot be legally sold; and

WHEREAS, Section 721.15 of the Ohio Revised Code authorizes the salvage or discarding of obsolete, unneeded, and unfit personal property of the City upon legislative approval;

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Zanesville, Ohio, that:

SECTION ONE: This Council finds that the Zanesville Police Department is in possession of certain old and obsolete equipment, parts and/or other items of tangible property which are obsolete, surplus, have no accessible value to the City, and are no longer needed for any municipal purpose; said equipment more particularly described in Exhibit A (attached hereto and incorporated by reference) and referred to herein as the "Obsolete Equipment."

SECTION TWO: Pursuant to Ohio Revised Code Section 721.15, the City is authorized to discard or salvage the Obsolete Equipment, and this Council hereby authorizes the Public Safety Director to discard or salvage the Obsolete Equipment in a safe and proper manner and to perform all acts required in furtherance thereof.

SECTION THREE: This ordinance shall take effect and be in force from and after the earliest period allowed by law.

PASSED: _____, 2020

_____
Susan Culbertson
Clerk of Council

_____
Daniel M. Vincent
President of Council

APPROVED: _____, 2020

This legislation approved as to form:

_____
Donald Mason, Mayor

_____
Law Director's Office

Ordinance # 2020-02

EXHIBIT A

CITY OF ZANESVILLE OBSOLETE PROPERTY
January 24, 2020

Public Safety Obsolete Items:

These light bars have not been used since removal in 2013. They are not compatible with presently utilized Zanesville Police vehicles.

Police:

2 Vehicle overhead light bars

To be donated to Zane State College for use in training for their law enforcement program.

AN ORDINANCE ENACTED BY THE CITY OF ZANESVILLE OF MUSKINGUM COUNTY, OHIO FOR CLEANING OF THE BRIDGE CARRYING SR 555 OVER THE MUSKINGUM RIVER IN THE CITY OF ZANESVILLE.

CONSENT LEGISLATION

Ordinance/Resolution #	2020 - 08
PID No.	101428
County/Route/Section	D05-BC-FY 2021

The following is Ordinance 2020-08 (Ordinance/Resolution) enacted by the City of Zanesville (Local Public Agency) of Muskingum County, Ohio, hereinafter referred to as the Local Public Agency (LPA), in the matter of the stated described project.

SECTION I – Project Description

WHEREAS, the LPA/STATE has identified the need for the described project:

> ***Project to perform bridge cleaning of the abutments, bearings, seats, back walls, piers, scuppers, and expansion joints on SFN 6006280 carrying SR 555 over the Muskingum River, residing halfway in the City of Zanesville. This work will be performed as part of PID 101428, D05-BC-FY 2021.***

WHEREAS, said portion of described project is within the Zanesville City Council area of responsibility.

NOW THEREFORE, be it ordained by the City of Zanesville (LPA) of Muskingum County, Ohio.

SECTION II – Consent Statement

Being in the public interest, the LPA gives consent to the Director of Transportation to complete the above-described project.

SECTION III – Cooperation Statement

The LPA shall cooperate with the Director of Transportation in the above-described project as follows:

ODOT shall assume and bear 100% of the necessary costs of the State's highway improvement project. In the event that the LPA requests certain features of appurtenances be included within the State's highway improvement project's design and construction, and which features and appurtenances are determined by the State and FHWA to be not necessary for the State's project, the LPA shall contribute 100% of the cost of those items.

PID No. 101428

SECTION IV – Utilities and Right-of-Way Statement

The LPA agrees that all right-of-way required (if applicable) for the described project will be acquired and/or made available in accordance with current State and Federal regulations. The LPA also understands that right-of-way costs include eligible utility costs.

The LPA agrees that all utility accommodations, relocations and reimbursement will comply with the current provisions of 23 CFR 65 and the ODOT Utilities Manual.

SECTION V – Maintenance

Upon completion of the Project, and unless otherwise agreed, the LPA shall: (1) provide adequate maintenance for the Project in accordance with all applicable state and federal law, including, but not limited to, Title 23, U.S.C., Section 116; (2) provide ample financial provisions, as necessary, for the maintenance of the Project; (3) maintain the right-of-way, keeping it free of obstructions; (4) hold said right-of-way inviolate for public highway purposes.

SECTION VI – Authority to Sign

The Director of Public Service (Contractual Agent) of said City of Zanesville (LPA) is hereby empowered on behalf of the City of Zanesville (LPA) to enter into agreements with the Director of Transportation necessary to complete the above-described project.

Passed: _____ (Date), 2020.

Attested: _____ (Clerk)

_____ (Officer of LPA – title)

Attested: _____ (Title)

_____ (President of Council)

Following appropriate legislative action, Ordinance 2020-08 (Ordinance/Resolution) shall take effect and be in force after the earliest period allowed by law.

Approved:

_____

Donald Mason
Mayor

This legislation approved as to form:

_____

Law Director's Office

Ordinance 2020-08

PID No. 101428

CERTIFICATE OF COPY
STATE OF OHIO

City of Zanesville of Muskingum County, Ohio
(LPA)

I, Susan Culbertson, as Clerk of the City of Zanesville of Muskingum County, Ohio, do hereby
(LPA)

certify that the foregoing is a true and correct copy of Ordinance 2020-08 adopted by the legislative
(Ordinance/Resolution)

Authority of the said City of Zanesville on the _____ day of _____, 20 20.
(LPA)

That the publication of such Ordinance 2020-08 has been made and certified of record according to
(Ordinance/Resolution)

law; that no proceedings looking to a referendum upon such Ordinance 2020-08 have been taken;
(Ordinance/Resolution)

and that such Ordinance 2020-08 and certificate of publication thereof are of record in
(Ordinance/Resolution)

Volume _____, Page _____.
(Ordinance/Resolution Record No.)

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, if applicable, this

_____ day of _____ 2020.

_____
(Clerk)

(SEAL IF APPLICABLE)

City of Zanesville of Muskingum County, Ohio.
(LPA)

The aforegoing is accepted as a basis for proceeding with the project herein described.
For the City of Zanesville of Muskingum County, Ohio.
(LPA)

Attested: _____ _____ Date _____
(Contractual Agent)

For the State of Ohio

Attested: _____ _____ Date _____
(Director, Ohio Department of Transportation)

Ann Gildow,
Ways and Means Chair

ORDINANCE NO. 2020-09
INTRODUCED BY COUNCIL

ESTABLISHING RATES OF PAY AND BENEFITS FOR SEASONAL EMPLOYEES AND EMPLOYEES ENGAGED IN STAGE AND TECHNICAL SUPPORT AT SECREST AUDITORIUM

WHEREAS, Ordinance No. 11-25 currently governs pay and benefit policies as they apply to seasonal maintenance workers and seasonal crew leaders employed by the City of Zanesville; and

WHEREAS, Ordinance No. 13-104 currently governs pay and benefit policies as they apply to stage and technical support employees of the City of Zanesville; and

WHEREAS, in an effort to attract a larger pool of eligible employees for the positions mentioned above, the City desires to increase the current pay rates.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Zanesville, State of Ohio; that:

SECTION ONE: Applicability of Ordinance

This ordinance shall apply to individuals hired as Seasonal Maintenance Workers, Seasonal Crew Leaders, Trainee Stage Hands, Stage Technicians, and Technical Directors.

SECTION TWO: Overtime Compensation

Employees governed by this ordinance shall receive pay at time and a half for any hours over forty hours worked in a week.

SECTION THREE: Leave Time

No vacation leave, sick leave, or compensatory time shall be accrued by the employees governed by this ordinance. Such employees shall receive no paid holidays and, if required to work on a holiday, shall be paid their normal wage.

SECTION FOUR: Allocation of Pay Ranges to Positions

For each class of positions there is hereby established the pay range shown in this section.

CLASSIFICATION TITLE	PAY RANGE
Seasonal Maintenance Worker	7777A
Seasonal Crew Leader	7777D
Trainee Stage Hand	7777J
Stage Technician	7777K
Technical Director	7777L

SECTION FIVE: Pay Ranges

For each pay range there is hereby established the hourly rates of pay shown in this section.

PAY RANGE	HOURLY RATE	
7777A	Current Minimum Wage Rate	Plus $1.50 per hour
7777D	Current Minimum Wage Rate	Plus $3.00 per hour
7777J	Current Minimum Wage Rate	Plus $1.50 per hour
7777K	Current Minimum Wage Rate	Plus $2.00 per hour
7777L	Current Minimum Wage Rate	Plus $3.00 per hour

In cases where the City hires employees governed by this ordinance, whose pay and benefits will be reimbursed to the City by an outside agency, the pay rates of such employees may be different from the pay rates established above and shall be determined by agreement between the City and the outside agency.

SECTION SIX: Inconsistent Ordinances Repealed

Ordinance No. 11-25 and No. 13-104 and all other ordinances or resolutions or any part of an ordinance or resolution inconsistent herewith are hereby repealed.

SECTION SEVEN: Savings Clause

If any clause, section, or part of this ordinance is found to be unconstitutional, illegal, or invalid, such finding shall affect only such clause, section, or part and shall not affect any of the remaining provisions. It is hereby declared to be the intention of City Council that this ordinance would have been adopted had such unconstitutional, illegal, or invalid clause, section, or part not been included.

SECTION EIGHT: This ordinance shall take effect and be in force from and after the earliest period allowed by law.

PASSED _____, 2020

ATTEST: _____
Susan Culbertson
Clerk Of Council

_____
Daniel M. Vincent
President Of Council

APPROVED: _____, 2020

This legislation approved as to form:

_____
Donald L. Mason
Mayor

_____
Law Director's Office

Community Development Committee
Mark Baker, Chair

ORDINANCE NO. 2020-11
INTRODUCED BY COUNCIL

AN ORDINANCE AUTHORIZING THE COMMUNITY DEVELOPMENT DIRECTOR TO EXECUTE AN AGREEMENT WITH THE MUSKINGUM SOIL AND WATER CONSERVATION DISTRICT.

WHEREAS, the City of Zanesville and Muskingum Soil and Water Conservation District (MSWCD) partner on a variety of initiatives, an example being the public education effort regarding storm water quality; and

WHEREAS, the MSWCD sponsors the local Urban Greens Program (UGP), which provides public education and access to fresh food through the development of urban gardens in the City of Zanesville; and

WHEREAS, this effort achieves the goal laid out within the City of Zanesville's Comprehensive Plan to support development of urban agriculture within the city; and

WHERAS, MSWCD receives funding for the Urban Greens Program from a variety of sources, one of which is the Muskingum County Farm Bureau; and

WHEREAS, MSWCD has requested the City of Zanesville to be a pass-through for the Farm Bureau donation, which would enable the State of Ohio to match those funds, effectively doubling the donation.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Zanesville, State of Ohio; that:

SECTION ONE: The Community Development Director is hereby authorized to execute an agreement, in substantially the same form as attached "Exhibit A", with the Muskingum Soil and Water Conservation District for the MSWCD Urban Greens Program.

SECTION TWO: This Ordinance shall take effect upon the approval of the Mayor and from and after the earliest period allowed by law.

PASSED: _____, 2020.

ATTEST:

SUSAN CULBERTSON CLERK OF COUNCIL	DANIEL M. VINCENT PRESIDENT OF COUNCIL

Ordinance No. 2020-11

APPROVED: _____, 2020

THIS LEGISLATION APPROVED AS TO FORM

_____
DONALD L. MASON,
MAYOR

_____
LAW DIRECTOR'S OFFICE

Agreement between the Muskingum Soil and Water Conservation District and the City of Zanesville for the MSWCD Urban Greens Program

This agreement is made on the _____ day of _____, 20__ between the City of Zanesville (hereinafter referred to as the "City") and the Muskingum Soil and Water Conservation District (hereinafter referred to as the "District").

PURPOSE: The City has identified the need to provide access to healthy food resources for all residents through opportunities for urban agriculture activities such as community gardens, school gardens, home gardens, and urban farms (City of Zanesville Comprehensive Plan, page 89). The District has established the Urban Greens program to support the growth of sustainable urban agriculture and community gardens in Muskingum County by working together with other agencies and organizations to provide education and technical assistance to residents, agencies, organizations, and businesses.

THEREFORE, the City and District agrees as follows:

A. The District agrees to:

1. Provide educational opportunities to schools, groups, and the general public regarding urban agriculture, including gardening, healthy eating, food preparation and storage, etc. Activities may include in-class presentations as well as hands-on clinics or programs.

2. Continue working with Zanesville City Schools on current urban agriculture projects and to assist with the development of new projects.

3. Identify and train volunteers to assist with the community gardens and "Farm to School" garden site(s).

4. Continue working with the Summer Lunch Program to incorporate fresh produce at the "Farm to School" garden site(s).

5. Continue working with partner agencies to provide hands-on learning opportunities for summer youth programs.

6. Continue to provide urban agriculture technical assistance and support by performing soil tests, site reviews and designs, etc.

7. Work with the City and other organizations to provide public community garden sites so that residents and families can establish their own garden plots.

8. Goals and objectives of the program:
   - To support the growth of urban agriculture and community gardens in the City of Zanesville and surrounding Muskingum County.
   - Grow 250 pounds of produce for the Summer Lunch Program at the Farm to School garden sites(s).
   - Engage school-age children in programming by offering classroom presentations and hands-on learning opportunities in the garden.
   - Engage the adult residents and families of the City in urban agriculture by providing community garden sties and educational opportunities in urban agriculture.]
   - Provide technical support and assistance as needed for urban agriculture.

9. The District shall submit an invoice on an annual basis (amount to be determined annually) by March 1, with the invoice to be paid by the City by April 15th each year.

B. The City agrees to:

1. Accept funds from the Muskingum County Farm Bureau Dinner on the farm event, in support of the District's Urban Greens program. The amount will be determined annually by the Muskingum County Farm Bureau and the fund in their entirety will be contributed to the District for the purpose of employing a part-time (intermittent) Urban Agriculture Technician who will oversee the Urban Greens program. Funds will also be permitted to be used for providing said employee training, transportation, supplies, and necessary materials to carry out the goals of the program.

2. Make a payment of said funds, identified above in Section B-1, to the District, by April 15th of each year.

3. Support the Urban greens program by working with the District to identify and encourage the use of public lands for urban agriculture activities, establish regulations and zoning that support urban agriculture, and by considering grants and other funding sources to support the development of urban agriculture sites and programming.

C. It is mutually agreed:

1. Each party to this Agreement intends to carry out all of its respective commitments and obligations under the terms of this Agreement. However, each party to this Agreement is subject to appropriation and/or other authorization for funding in order to fulfill such commitments and obligations. If either party is denied funding, or if it becomes fiscally impossible for it to fulfill its obligations, such party may terminate this Agreement upon sixty (60) days written notice to the other pursuant to item C (8) of this Agreement.

2. This Agreement will remain in effect for one year from the effective day hereof. It may be renewed after a review of the Agreement provisions by both parties and subject to availability of funds for this purpose.

3. This Agreement may be amended at any time as agreed to by the parties hereto.

4. As a condition of this joint Agreement, the District and the City assure and certify that each is in compliance with and will comply in the course of the Agreement with all applicable laws, regulations and other generally applicable requirements, including those set out in 7 CFR 3015 which hereby are incorporated in this Agreement by reference.

5. All activities under this Agreement will be in compliance with the Drug-free Workplace Act of 1988 (Public Law 100-690, title V, Subtitle D).

6. Activities conducted under this Agreement will be in compliance with the nondiscrimination provisions as contained in titles VI and VII of the Civil Rights Act of 198 (Public Law 100-259) and other nondiscrimination statutes, namely Section 504 of the Rehabilitation Act of 1973, and in accordance with the regulations of the Secretary of Agriculture (UCFR-15, Subparts A and B) which provide that no person in the United States shall, on the grounds of race, color, national origin, age, sex, religion, marital status, or handicap be excluded from participation in, be denied benefit of, or be otherwise subjected to discrimination under any program or activity receiving Federal Financial Assistance from the U. S. Department of Agriculture or any agency thereof.

7. Discrimination of programs or services on the basis of race, color, national origin, sex, religion, age, disability, retaliation, political beliefs, sexual orientations, marital or family status, or genetic information is prohibited.

8. Either party can terminate this Agreement by providing a 60-day notice to the other party and final payment is made accordingly.

MUSKINGUM SOIL AND WATER CONSERVATION DISTRICT	CITY OF ZANESVILLE
_____	_____
Rebecca Vansickle MSWCD Board Chairperson	William Arnett Community Development Director
_____	_____
Date	Date

Community Development Committee
Mark Baker, Chair

ORDINANCE NO. 2020-12
INTRODUCED BY COUNCIL

AN ORDINANCE AUTHORIZING THE COMMUNITY DEVELOPMENT DIRECTOR TO EXECUTE A GIFT AGREEMENT WITH THE MUSKINGUM COUNTY FARM BUREAU.

WHEREAS, Ordinance 18-141 authorized the City of Zanesville to execute an agreement with the Muskingum Soil and Water Conservation District (MSWCD) for the Urban Greens Program (UGP), which provides public education and access to fresh food through the development of urban gardens in the City of Zanesville; and

WHEREAS, MSWCD receives funding for the Urban Greens Program from a variety of sources, one of which is the Muskingum County Farm Bureau; and

WHEREAS, the Farm Bureau has requested the City of Zanesville execute a Gift Agreement in order to pass-through the Farm Bureau donation to MSWCD; and

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Zanesville, State of Ohio; that:

SECTION ONE: The Community Development Director is hereby authorized to execute a gift agreement with the Muskingum County Farm Bureau for the MSWCD Urban Greens Program, attached as "Exhibit A".

SECTION THREE: This Ordinance shall take effect upon the approval of the Mayor and from and after the earliest period allowed by law.

PASSED: _____, 2020.

ATTEST:

SUSAN CULBERTSON
CLERK OF COUNCIL

DANIEL M. VINCENT
PRESIDENT OF COUNCIL

APPROVED: _____, 2020

Donald L. Mason,
Mayor

THIS LEGISLATION APPROVED AS TO FORM

LAW DIRECTOR'S OFFICE

Attachment to Ordinance 2020-12
Gift Agreement

This Gift Agreement is made effective as of the _____ day of _____, 2020 between the Muskingum County Farm Bureau (the "Donor") and the City of Zanesville (the "City").

1. Donor agrees to donate to the City a portion of the funds it raises from its 2019 Muskingum County Farm Bureau Dinner on the Farm event, to be used by the City in support of the Muskingum Soil and Water Conservation District's (the "District's") Urban Greens program. The District created the Urban Greens program to support the growth of sustainable urban agriculture and community gardens in Muskingum County by working together with other agencies and organizations to provide education and technical assistance to residents, agencies, organizations, and businesses. The amount donated shall be determined by the Donor in its sole discretion.

2. The City agrees to contribute all funds received from the Donor to the District for the purpose of employing a part-time (intermittent) Urban Agriculture Technician who will oversee the Urban Greens program. Funds will also be permitted to be used for providing said employee training, transportation, supplies, and necessary materials to carry out the goals of the program.

MUSKINGUM COUNTY FARM BUREAU

_____
ERIC REED,
MUSKINGUM COUNTY FARM BUREAU PRESIDENT

_____
DATE

_____
ANDREA KACKLEY,
MUSKINGUM COUNTY FARM BUREAU
ORGANIZATION DIRECTOR

_____
DATE

CITY OF ZANESVILLE

_____
WILLIAM ARNETT,
COMMUNITY DEVELOPMENT DIRECTOR

_____
DATE

Community Development Committee
Mark Baker, Chair

ORDINANCE NO. 2020-13
INTRODUCED BY COUNCIL

AN ORDINANCE AUTHORIZING THE PROPER CITY OFFICIAL TO ENTER INTO AN AMENDED HISTORIC PROPERTY INVESTMENT AGREEMENT IN CONNECTION WITH THE ZANE-ZENITH DOWNTOWN REDEVELOPMENT DISTRICT

WHEREAS, Zanesville City Council previously authorized Ordinance 17-117, which Ordinance certified the property located at 11 North 4th Street, Zanesville, Parcel Number 81-64-03-18-000, as a locally designated historic property (the "Historic Property" or "Zane-Zenith Building");

WHEREAS, Zanesville City Council previously authorized Ordinance 18-92 that engaged the authority granted to the City of Zanesville ("the City") pursuant to Ohio Revised Code ("ORC") Sections 5709.45 through 5709.47 to establish a Downtown Redevelopment District (the "Zane-Zenith DRD") in an area located in Downtown Zanesville and encompassing a 9.65 acre area enclosed by a continuous boundary in which a historic building will be rehabilitated;

WHEREAS, Ordinance 18-93, previously approved by the Zanesville City Council, authorized the proper city official to enter in to a Historic Property Investment Agreement with the Zane-Zenith Company for rehabilitation of the Historic Property;

WHEREAS, Exhibit C of the Historic Property Investment Agreement outlined the planned rehabilitation of the Zane-Zenith Building;

WHEREAS, the Historic Property Owner now desires to increase its investment in rehabilitation of the Historic Property to include changes to the building's façade.

NOW THEREFORE, BE IT ORDAINED by the Council of the City of Zanesville, State of Ohio, that:

SECTION 1: The Proper City Official of the City of Zanesville is hereby authorized to enter into the Amended Historic Property Investment Agreement contained in Exhibit A, by and between the City of Zanesville and the Zane-Zenith Company.

SECTION 2: The Amended Historic Property Investment Agreement shall be in effect throughout the duration of the Zane-Zenith DRD.

SECTION 3: This Ordinance shall take effect and be in force from and after the earliest period allowed by law.

PASSED: _____, 2020

ATTEST: _____
SUSAN CULBERTSON
CLERK OF COUNCIL

_____
DANIEL M. VINCENT
PRESIDENT OF COUNCIL

APPROVED:_____, 2020

_____
Donald L. Mason,
Mayor

THIS LEGISLATION APPROVED AS TO FORM

_____
LAW DIRECTOR'S OFFICE

CERTIFICATE OF RECORDING OFFICER

I, the undersigned, hereby certify, that the foregoing is a true and correct copy of the resolution adopted by the Council of the City of Zanesville at the Council Meeting held on the ____ day in the month of _____, 2020, and that I am a duly authorized to execute this certificate.

_____

Signature
Susan Culbertson, Clerk of Council

Exhibit A

Historic Property Investment Agreement
Between Zane-Zenith Company and City of Zanesville

Ordinance No. 18-93

Community Development Committee
Mark Baker, Chair

ORDINANCE NO. 18-93
INTRODUCED BY COUNCIL

AN ORDINANCE AUTHORIZING THE PROPER CITY OFFICIAL TO ENTER INTO A HISTORIC PROPERTY INVESTMENT AGREEMENT IN CONNECTION WITH THE ZANE-ZENITH DOWNTOWN REDEVELOPMENT DISTRICT

WHEREAS, Zanesville City Council previously authorized Ordinance 17-117, which Ordinance certified the property located at 11 North 4th Street, Zanesville, Parcel Number 81-64-03-18-000, as a locally designated historic property (the "Historic Property" or "Zane-Zenith Building");

WHEREAS, Ordinance 18-92 engages the authority granted to the City of Zanesville ("the City") pursuant to Ohio Revised Code ("ORC") Sections 5709.45 through 5709.47 to establish a Downtown Redevelopment District (the "Zane-Zenith DRD") in an area located in Downtown Zanesville and encompassing a 9.65 acre area enclosed by a continuous boundary in which a historic building will be rehabilitated;

WHEREAS, pursuant to ORC Section 5709.45, which states that a DRD must contain at least one historic property which is being, or will be, rehabilitated, the Zane-Zenith Building has been designated by the City as the Historic Property of the Zane-Zenith DRD which shall undergo rehabilitation, thereby necessitating that the owner of the Historic Property (the "Historic Property Owner") make investment into the rehabilitation of the property;

WHEREAS, the City and Historic Property Owner both desire that the Historic Property Owner makes an investment into the rehabilitation of Zane-Zenith Building so as to preserve its historically significant features and fulfill the Ohio state requirements for establishing a DRD, as established in ORC Sections 5709.45 through 5709.47; and

WHEREAS, this Ordinance authorizes the proper City Official to enter into a Historic Property Investment Agreement with the Historic Property Owner, in substantially the same form as the Agreement contained in Exhibit A, which sets forth the terms for the rehabilitation of the Historic Property, and further certifies that the Historic Property Owner shall make an investment into the rehabilitation of the Zane-Zenith Building, and shall receive compensation for qualified rehabilitation expenditures from the Zane-Zenith DRD fund (the "DRD Fund") in accordance with ORC Section 5709.47, the terms set forth in the Historic Property Investment Agreement, and the Zane-Zenith DRD Economic Development Plan.

NOW THEREFORE, BE IT ORDAINED by the Council of the City of Zanesville, State of Ohio, that:

SECTION 1: The Proper City Official of the City of Zanesville is hereby authorized to enter into the Historic Property Investment Agreement contained in Exhibit A, by and between the City of Zanesville and the Zane-Zenith Company.

SECTION 2: The Historic Property Investment Agreement shall be in effect throughout the duration of the Zane-Zenith DRD.

SECTION 3: This Ordinance shall take effect and be in force from and after the earliest period allowed by law.

PASSED: September 24, 2018

ATTEST: Susan Culbertson
SUSAN CULBERTSON
CLERK OF COUNCIL

Daniel M Vincent
DANIEL M. VINCENT
PRESIDENT OF COUNCIL

Ordinance No. 18-93

APPROVED September 25, 2018

JEFF HILTON,
Mayor

THIS LEGISLATION APPROVED AS TO FORM

LAW DIRECTOR'S OFFICE

CERTIFICATE OF RECORDING OFFICER

I, the undersigned, hereby certify, that the foregoing is a true and correct copy of the resolution adopted by the Council of the City of Zanesville at the Council Meeting held on the 24 day in the month of September, 2018, and that I am a duly authorized to execute this certificate.

Sue Culbertson

Signature
Sue Culbertson, Clerk of Council

Exhibit A

Historic Property Investment Agreement
Between Zane-Zenith Company and City of Zanesville

Historic Property Investment Agreement
Between
Zane-Zenith Company and City of Zanesville.

THIS AGREEMENT is entered into effective the 26 day of October, 2018 by and between the Zane-Zenith Company (herein called the "Historic Property Owner"), and the City of Zanesville (herein called the "City").

WHEREAS, the Historic Property Owner owns certain real property (herein called the "Subject Property" or "Historic Property") located at 11 North 4th Street, Zanesville, Muskingum County, Ohio, Parcel Number 81-64-03-18-000, which Subject Property was certified by the City as a locally designated historic property in Ordinance 17-117;

WHEREAS, Ordinance 18-92 engages the authority granted to the City pursuant to Ohio Revised Code ("ORC") Sections 5709.45 through 5709.47 to establish a Downtown Redevelopment District (a "DRD"), entitled the Zane-Zenith DRD, in an area located within the territorial boundaries of the City and encompassing a 9.65 acre area enclosed by a continuous boundary in which a historic building will be rehabilitated (as depicted in the map contained in Exhibit A attached hereto and incorporated by this reference, the "DRD Area");

WHEREAS, pursuant to ORC Section 5709.45, which states that a DRD must contain at least one historic property which is being, or will be, rehabilitated, the Subject Property has been designated by the City as the Historic Property of the Zane-Zenith DRD which shall undergo rehabilitation, thereby necessitating that the Historic Property Owner make investment into the rehabilitation of the Subject Property;

WHEREAS, in accordance with ORC Sections 5709.46 and 5709.47, the Zane-Zenith DRD Economic Development Plan (attached hereto as Exhibit B) specifies that the service payments derived from the Zane-Zenith DRD (the "Service Payments") shall form a municipal downtown redevelopment district fund (the "DRD Fund"), and provides that up to twenty percent (20%) of the DRD Fund may be allocated the Historic Building Owner to support Historic Property rehabilitation; and

WHEREAS, this Agreement shall be in effect throughout the duration of the Zane-Zenith DRD, that being a period commencing with the 2019 tax year (the "Commencement Date") and ending on the tenth (10th) anniversary of such Commencement Date, or on the date when the improvements cease to be a public purpose, whichever occurs first (the "DRD Exemption Period").

NOW, THEREFORE, it is agreed between the parties hereto that:

I. HISTORIC BUILDING REHABILITATION

A. Standards for the Rehabilitation of Historic Buildings

This Agreement shall ensure investment into the rehabilitation of the Subject Property in accordance with the requirements set forth in the Ohio Revised Code (ORC), and the definitions contained therein, as follows:

1. ORC Section 5709.45 defines a "Downtown Redevelopment District" as an area not more than ten acres enclosed by a continuous boundary in which at least one historic building is being, or will be, rehabilitated.

2. ORC Section 149.311 defines a "Historic building" means a building, including its structural components, that is located in the state of Ohio, and that is either individually listed on the national register of historic places under 16 U.S.C. 470a, located in a registered historic district, and certified by the state historic preservation officer as being of historic significance to the district, or is individually listed as an historic landmark designated by a local government certified under 16 U.S.C. 470a (c).

3. ORC Section 149.311 defines "Rehabilitation" as the process of repairing or altering an historic building or buildings, making possible an efficient use while preserving those portions and features of the building and its site and environment that are significant to its historic, architectural, and cultural values.

4. ORC 149.311 provides that "Qualified Rehabilitation Expenditures" means expenditures paid or incurred by an owner or qualified lessee of an historic building to rehabilitate the building. Qualified Rehabilitation Expenditures include architectural or engineering fees paid or incurred in connection with the rehabilitation, and expenses incurred in the preparation of nomination forms for listing on the national register of historic places. Qualified Rehabilitation Expenditures do not include any of the following expenses:

   (a) The cost of acquiring, expanding, or enlarging an historic building;

   (b) Expenditures attributable to work done to facilities related to the building, such as parking lots, sidewalks, and landscaping; and

   (c) New building construction costs.

B. City of Zanesville's Procedures for Reviewing Proposed Alterations

When planning Rehabilitation activities at the Subject Property, the Historic Property Owner shall adhere to the City's Codified Ordinance Chapter 1167, referred to as the City of Zanesville Downtown Design and Exterior Maintenance Code, which was established to preserve and enhance the economic vitality and viability of downtown Zanesville. This Code encourages the establishment of an open dialogue between the Downtown Design Review Board and the developer of the Subject Property during the planning stages of any proposed project which would alter, demolish, or otherwise change any portion of the Subject Property. The Historic Property Owner shall further adhere to Codified Ordinance Chapter 1175 when proposing new construction on any portion of the Subject Property.

In accordance with the approval process provided in Chapter 1113 of the City's Codified Ordinances, the Historic Property Owner shall apply for Downtown Design Review Board approval for any proposed alteration or demolition to the Subject Property by first filing an application with the City of Zanesville's Planning and Zoning Administrator. Attached to the application shall be such drawings, plans, renderings, documents and other information consistent with the approval process provided in Chapter 1113.

C. Rehabilitation of the Historic Property; Payment to Historic Property Owner

The Historic Property Owner hereby agrees to make an investment into the Rehabilitation of the Subject Property making possible an efficient use while preserving those portions and features of the Subject

Property that are significant to its historic, architectural, and cultural values. A description of the Rehabilitation activities associated with the Subject Property is attached as Exhibit C.

The Zane-Zenith DRD Economic Development Plan provides that the first twenty percent (20%) of all monies on deposit in the DRD Fund shall be reserved for Rehabilitation of the Historic Property. The Historic Property Owner may be reimbursed solely for Qualified Rehabilitation Expenditures, as defined in ORC Section 149.311 and Section One of this Agreement.

Upon the City's review of the Qualified Rehabilitation Expenses incurred by the Historic Property Owner in connection with Historic Property Rehabilitation, it may provide the Historic Property Owner with compensation from the DRD Fund in accordance with the terms set forth in the Zane-Zenith DRD Economic Development Plan and this Agreement.

II. THE DRD FUND

Through Ordinance 18-92, the City establishes, pursuant to and in accordance with the provisions of ORC Section 5709.47, within the City Treasury a DRD Fund, into which fund shall be deposited the Service Payments distributed to the City by the County Treasurer. Those Service Payments received by the City with respect to the Zane-Zenith DRD Area shall be used solely for the purposes authorized in ORC Section 5709.45 (E) and the Zane-Zenith DRD Economic Development Plan. The DRD Fund shall be maintained in the custody of the City and shall receive all distributions of Service Payments required to be made to the City. The DRD Fund shall remain in existence so long as such Service Payments are collected and used for the aforesaid purposes, after which time the DRD Fund shall be dissolved and any surplus funds remaining therein shall be transferred to the City's General Fund, all in accordance with Ohio Revised Code Section 5709.47.

A. DRD Operating Committee

The City has created the Zane-Zenith DRD Operating Committee (the "DRD Operating Committee") for the duration of the DRD Exemption Period. The membership of the DRD Operating Committee is comprised of the Mayor of the City of Zanesville (or his/her appointee), a member of Zanesville City Council (or its appointee), the Community Development Director (or his/her appointee), and at least one business or property owner from the Zane-Zenith DRD area. The DRD Operating Committee shall review annually all exemptions from taxation resulting from the declarations set forth in Ordinance 18-92 and provide an annual report to City Council which describes and makes recommendations related to the effectiveness of the Zane-Zenith DRD.

If determined to be necessary and appropriate, the DRD Operating Committee may jointly execute on behalf of the City one or more Service Payment Agreements between the City and DRD area property owners providing for the payment and collection of the Service Payments, which agreement shall be in such form as is acceptable to such officials, approved by the Director of Law, and not substantially inconsistent with the terms of Ordinance 18-92.

B. DRD Fund and Dispersal of Funds

As described in the Zane-Zenith DRD Economic Development Plan contained in Exhibit B, the City shall allocate the DRD Fund within six project categories (the "DRD Fund Project Categories"), which are classified as follows:

Zane-Zenith DRD Fund Project Categories	Percentage of DRD Fund Allocated
Grants to Historic Property Owner for the rehabilitation of the Subject Property	20%
Grants or loans to property owners for the renovation/rehabilitation of other historic properties within DRD	16%
Loans to property owners for renovation of non-historic properties within DRD	16%
Contributions to the Zanesville Downtown Association	16%
Streetscape Improvements	16%
Building façade Improvements	16%

The City shall allocate the DRD Fund solely based upon the DRD Fund Project Categories provided in Section B of this Agreement. The Zane-Zenith DRD Economic Development Plan additionally states that the DRD Fund must be expended by the City in the following manner:

1. Until the DRD Fund balance reaches $50,000, no more than twenty percent of the yearly revenue may be expended, and eighty percent of yearly fund income must be retained in the DRD Fund.
2. The first twenty percent of the DRD Fund balance shall be reserved for the Rehabilitation of the Subject Property.
3. The remaining DRD Fund balance shall be equally (16%) distributed among the five remaining DRD Fund Project Categories.
4. The maximum allowable expenditure for any one DRD Fund Project Category is sixteen percent of the DRD Fund balance, with the exception of the Subject Property Rehabilitation, in which the maximum is twenty percent.

C. Forecasting DRD Program Revenue

As described in Section 2 of this Agreement, the DRD Fund will be maintained in the custody of the City and shall receive all distributions of Service Payments required to be made to the City.

The Financial Plan contained in the Zane-Zenith DRD Economic Development Plan estimates that, using a conservative estimate of 1% growth of assessed value each year, the Zane-Zenith DRD will produce approximately $8,892 from Service Payments during year one, and produce $9,822 in year ten. Over ten years, the Zane-Zenith DRD is expected to produce $102,000 in DRD program revenue.

III. NOTICES

Notices required by this Agreement shall be made in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means (provided that receipt is confirmed). Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this Agreement shall be directed to the following contract representatives:

Historic Property Owner	**City of Zanesville**
Zane-Zenith Company	**The City of Zanesville**
11 North 4th Street Zanesville, OH 43701 Phone# (740) 454-8585	401 Market Street Zanesville, OH 43701 Phone# (740) 617-4910 Jay.bennett@coz.org

IV. EXHIBITS

The following Exhibits are attached to this Agreement:

(i) Exhibit A: Map of the Zane-Zenith DRD
(ii) Exhibit B: Zane-Zenith DRD Economic Development Plan
(iii) Exhibit C: Description of Rehabilitation Activities

V. MISCELLANEOUS

A. Governing Law

This Agreement shall be governed by the laws of the State of Ohio as to all matters, including but not limited to matters of validity, construction, effect and performance.

B. Forum and Venue

All actions regarding this Agreement shall be brought exclusively in a court of competent subject matter jurisdiction in Muskingum County, Ohio, and the parties agree that venue in such courts is appropriate.

C. Entire Agreement

This Agreement and its exhibits and any documents referred to herein constitute the complete understanding of the parties and merge and supersede any and all other discussions, agreements and understandings, either oral or written, between the parties with respect to the subject matter hereof.

D. Severability

Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.

E. Amendments or Modifications

Either party may at any time during the term of this Agreement request amendments or modifications. Requests for amendment or modification of this Agreement shall be in writing and shall specify the requested changes and the justification of such changes. The parties shall review the request for modification in terms of the regulations and goals relating to the Historic Property and Zane-Zenith DRD. Should the parties consent to modification of the Agreement, then an amendment shall be drawn, approved, and executed in the same manner as the original agreement.

F. Pronouns

The use of any gender pronoun shall be deemed to include all the other genders, and the use of any singular noun or verb shall be deemed to include the plural, and vice versa, whenever the context so requires.

G. Headings

Section headings contained in this Agreement are inserted for convenience only and shall not be deemed to be a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Historic Property Investment Agreement on the day and year set forth below.

CITY OF ZANESVILLE:

City of Zanesville

Name: _____
Jay Bennett, Director, Community Development Department

Date: 10/26/18

HISTORIC PROPERTY OWNER:

Zane-Zenith Company

Name: _____
Clay Graham, on behalf of Zane-Zenith Company

Date: 8-24-18

Approved to Form:

City of Zanesville Law Director:

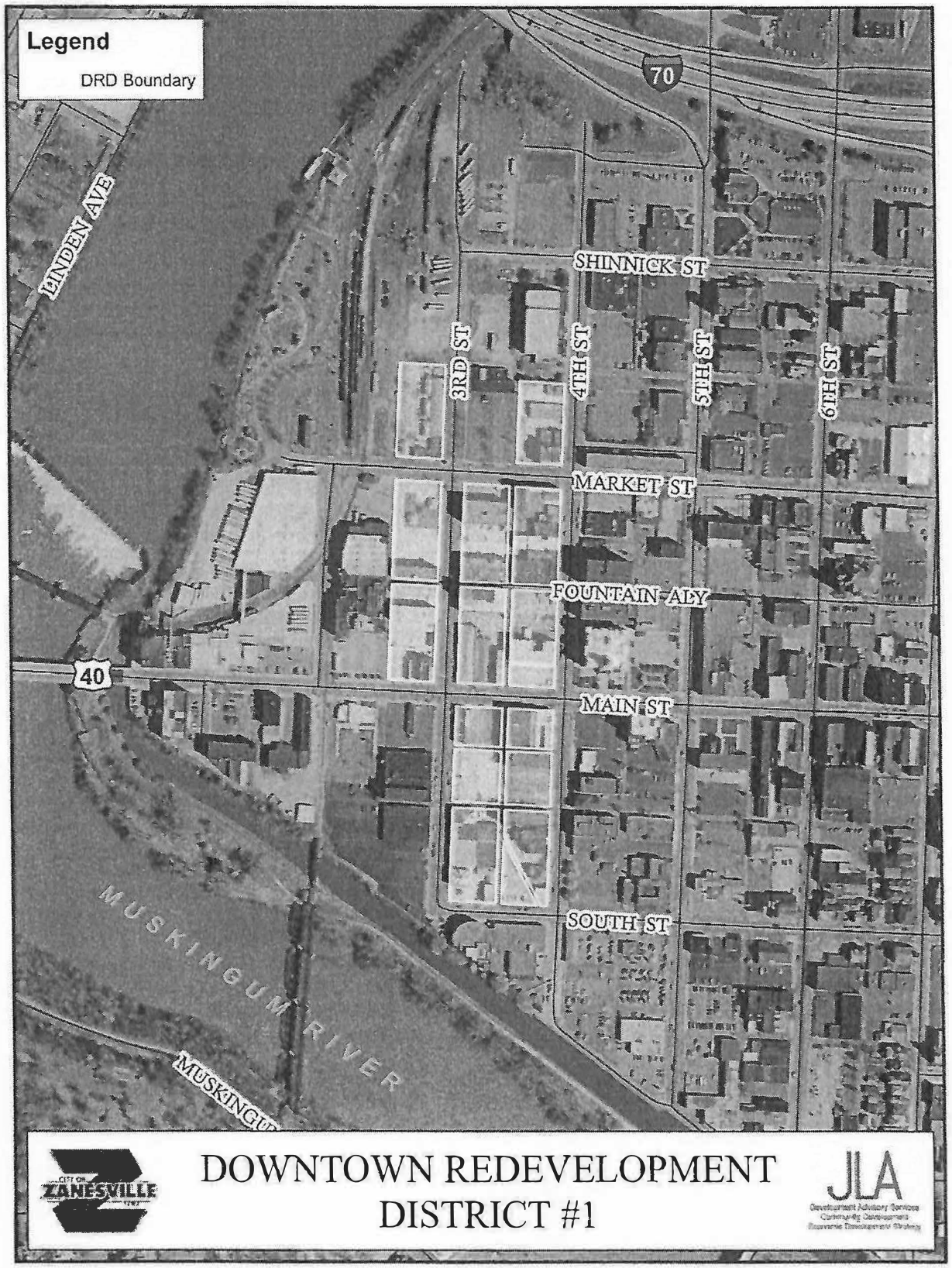
Name: _____

Attachment to Ordinance No. 2020-13

Exhibit A

Historic Property Investment Agreement

Map of Zane-Zenith Downtown Redevelopment District



Attachment to Ordinance No. 2020-13

Exhibit B

Historic Property Investment Agreement

ZANE-ZENITH DRD ECONOMIC DEVELOPMENT PLAN

Attachment to Ordinance No. 2020-13

Exhibit C

Historic Property Investment Agreement

Description of Rehabilitation Activities

Zane-Zenith Building
Rehabilitation Activities

Rehabilitation Activities Currently being Performed	**Estimated Timeframe**
Remodel 2500 square feet for bank branch including new electric service and HVAC	Completion by 9/15/18
Estimated Future Rehabilitation Activities to be Performed	
Remodel 4500 square feet for office space for future tenants	To be determined by market conditions

Attachment to Ord. No. 2020-13
Proposed Revision

Exhibit C

Historic Property Investment Agreement

Description of Rehabilitation Activities

Zane-Zenith Building

Rehabilitation Activities

Rehabilitation Activities Currently being Performed	**Estimated Timeframe**
Remodel 2500 square feet for bank branch including new electric service and HVAC	Completion by 9/15/18
Estimated Future Rehabilitation Activities to be Performed	
Remodel 4500 square feet for office space for future tenants	To be determined by market conditions
Changes to the building's façade as approved in December 2019 by the City of Zanesville Downtown Design Review Board.	Completion by October 1, 2020.

ABM Building Solutions, LLC		Annual Energy Unit Savings Agreement	
Proposal Date	**Proposal**	**Agreement Number**	**Page**
January 19, 2020	JS200101	85050780	1 of 34

BY AND BETWEEN		
ABM Building Solutions, LLC 1817 O'Brien Rd. Columbus, OH 43228	AND	City of Zanesville 401 Market St. Zanesville, OH 43701
Hereinafter: Contractor		Hereinafter: Customer

PROJECT DESCRIPTION AND LOCATION

This Contract provides for certain on-going support services and Energy Unit Savings to be achieved in connection with the Work performed under the Bundled Energy Solutions Project Agreement Number 85050780 between ABM Building Solutions, LLC and The City of Zanesville dated January 19, 2020 ("BES Project Agreement") at City of Zanesville Facilities.

Contractor will provide the on-going support services set forth in the Savings Guarantee set forth in Exhibit "B" subject to the terms and conditions set forth in Exhibits "A", "B", "C", "D" and "E" hereto.

Beginning upon acceptance of the BES project and as an option to continue monitoring services the annual fee after year 5 of the contract will be $58,979 There will be an automatic annual renewal of this contract, provided that this contract can be terminated at any time as set forth in Exhibit A. There is a 3% annual escalation on the fee. The annual fee is to be paid in annual installments to the contractor.

This proposal is proprietary property of Contractor and is provided for Customer's use only subject to the requirements of the any applicable Open Records Acts. Customer shall notify Contractor of any request under applicable open records law and permit Contractor an opportunity to redact and/or respond. Contractor guarantees the price stated in this Agreement for thirty (30) days from proposal date above. The proposal will become a binding Agreement only after acceptance by Customer and approval by an officer of Contractor as evidenced by their signatures below. This Agreement, including all Exhibits and Attachments hereto, sets forth all the terms and conditions binding upon the parties hereto; and no person has authority to make any claim, representation, promise or condition on behalf of Contractor which is not expressed herein.

ABM Building Solutions, LLC	The City of Zanesville
Signature (Authorized Representative)	Signature (Authorized Representative)
TOM WOODRUFF **Senior VP of ABM Technical Solutions**	
Date	Date

General Terms and Conditions to Savings Agreement

1. Customer shall permit Contractor free and timely access to areas and equipment and allow Contractor to start and stop the equipment as necessary to implement the Savings Measurement & Verification Plan. All work by Contractor under this Agreement will be performed during normal working hours; except that no work will interfere with Customer's activities. **If Customer fails to permit Contractor free and timely access to areas and equipment, including controls, controls systems, and controls information, or alters such equipment, including the controls or controls system, the Guarantee set forth in this Agreement shall become void.**

2. **Insurance**. Contractor shall maintain the following insurance: 1) Commercial General Liability insurance with limits for bodily injury and property damage of not less than $2,000,000 per occurrence, $4,000,000 general aggregate; 2) Commercial Automobile Liability insurance with limits of liability for bodily injury and property damage of not less than $5,000,000 combined single limit; 3) Workers' Compensation insurance with statutory limits and with an employer's liability limit of at least $1,000,000 and 4) Excess liability limits of $5,000,000 on above coverages. Contractor has the right to be self-insured where permitted by state law or to provide such coverage subject to a deductible or self-insured retention. Commercial General Liability and Automobile Liability policies shall apply on a primary and noncontributory basis and Customer shall be included as an additional insured under the General Liability and Automobile Liability policies, but only to the extent Customer is indemnified herein. Contractor, Customer and their insurers shall waive all rights of subrogation against one another for property damage claims. Upon request, Contractor will provide Customer with a certificate of insurance describing the coverage provided in accordance with these provisions and 30-day advance notice of cancellation/non-renewal will be provided.

3. Contractor agrees to indemnify Customer from and against any and all claims, losses, or liabilities for personal injuries or property damages, as well as costs and expenses incurred in the defense thereof (including reasonable attorney's fees), to the extent caused by Contractor's negligence, willful misconduct or other fault of Contractor in the performance of the Work under this Agreement.

4. Intentionally Omitted.

5. **LIMITATION OF LIABILITY.** EXCEPT TO THE EXTENT OF A PARTY'S INDEMNITY OBLIGATIONS FOR THIRD PARTY CLAIMS, UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF BUSINESS OPPORTUNITY OR LOSS OF PROSPECTIVE REVENUE, ARISING OUT OF THIS AGREEMENT OR ANY WORK PERFORMED OR TO BE PERFORMED HEREUNDER.

6. Contractor expressly disclaims any and all responsibility and liability for the indoor air quality of Customer's Premises, including without limitation injury or illness to occupants of the Premises or third parties, except to the extent of Contractor's adjudicated negligent acts or omissions or willful misconduct.

7. **Maintenance by Customer**. Customer shall perform the required maintenance for all of its equipment affecting the Energy Guarantee per the terms of such equipment's' manufacturer guidelines and standards. If Contractor determines in its sole reasonable discretion that such equipment has not been maintained

according to those guidelines and standards, Contractor may terminate this Agreement and void the Guarantee.

8. EXCEPT FOR THE WARRANTIES EXPRESSLY PROVIDED HEREIN, NO OTHER WARRANTIES, EXPRESS OR IMPLIED UNDER LAW, ARE PROVIDED, INCLUDING *NO* WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE EXPRESSLY DISCLAIMED.

9. **Termination Rights.** To the extent authorized under the applicable state and federal laws, regulations, ordinances or other requirements, Customer may terminate this Agreement upon thirty (30) days prior written notice. Contractor shall have the right to terminate this Agreement upon 1) a material breach by Customer (including a failure to pay any amounts owed) which remains uncured following thirty (30) days written notice or 2) if Customer's Premises is condemned or destroyed, in whole or in part and not promptly repaired or replaced in full. Upon termination, Contractor shall have no Guaranteed Energy Unit Saving obligations hereunder for any partial Measurement Years, nor shall Contractor have an obligation to refund any monthly payments made hereunder through the date of any such early termination and Customer shall have no obligation to make payments for future months.

10. **Dispute Resolution.** Any controversy, claim, counterclaim, or dispute between the parties (or their affiliates) arising out of or relating to this Agreement or the subject matter hereof (including, without limitation, any questions concerning the scope and applicability of this paragraph) shall be attempted to be resolved by one arbitrator in accordance with Commercial Arbitration Rules of the American Arbitration Association (or any successor to the functions thereof). The arbitrator shall apply the substantive laws of the state of Ohio. Any decision or award of the arbitrator shall be final, binding and conclusive on the parties to this Agreement. The parties agree that any action to compel arbitration pursuant to this Agreement, to confirm any decision or award of the arbitrator, or to enforce any other remedies which may be necessary to effectuate such decision or award, may be brought in the courts for the county of (or judicial districts for) Franklin County, Ohio and in connection with such action to compel the laws of that state (or, as applicable, the Federal Arbitration Act) shall control. The parties hereto hereby consent to the jurisdiction of the arbitrator and of such courts and waive any objection to the jurisdiction or venue of such arbitrator and courts.

11. **Payment & Price Escalation**. Payment shall be made within thirty (30) days of Customer's receipt of Contractor's invoice. If Contractor is providing recurring services, the parties agree that Contractor's compensation may be adjusted due to factors beyond its reasonable control, including but not limited to increases to minimum, prevailing or living wages, increases required by collective bargaining agreements, increases occasioned by government mandates including the Federal Affordable Care Act, increases to insurance costs and supply cost increases. For any such price increase to be effective, Contractor must provide written notice to Customer at least thirty (30) days in advance of the increase date. Should Customer determine that it does not wish to continue with the Agreement due to the anticipated price, Customer may terminate the Agreement upon thirty (30) days' written notice to Contractor.

12. **Confidentiality**. (a) As used herein, "Confidential Information" means all information, including this Agreement, that is furnished by a Discloser, its affiliates or subsidiaries, including, but not limited to: business agreements, business secrets, business information, business plans, financial and pricing information, business practices, financial statements and reports, project specifications, projections, schematics and

drawings, trade secrets, processes, materials, customer lists, supplier lists, sales volume, territories, markets, current, future or potential acquisitions, technical, production, operational, marketing or sales information or any and all other financial, business, organizational and technological information related to the Discloser's business and/or organization, whether or not such information is specifically marked "Confidential" or other similar legend. "Confidential Information" shall include all writings, notes, memoranda, media made by the Discloser or its employees, agents or servants with respect to such Confidential Information. Notwithstanding the foregoing, the following will not constitute Confidential Information for purposes of this Agreement: (a) information that is or becomes generally available to the public other than as a result of a disclosure by the Recipient or its Representatives, or (b) information that becomes available on a non-confidential basis from a source other than a party to this Agreement and if Recipient has no reason to believe such source was subject to any prohibition against transmitting such information.

(b) Recipient shall use the Confidential Information solely in connection with the Agreement and the Recipient shall not disclose the Confidential Information to any person other than directors, officers, employees, lenders, counsel, representatives or affiliates of Recipient, if any (collectively, "Representatives"), who need to know the Confidential Information in connection with the Agreement. It is understood that (i) such Representatives shall be informed by the Recipient of the confidential nature of the Confidential Information and the requirement that it not be used other than for the purposes described above, (ii) such Representatives shall be required to agree to and be bound by the terms of this Agreement with respect to the confidentiality of such Confidential Information as a condition of receiving the Confidential Information and (iii) in any event, the Recipient shall be responsible for any breach of this Agreement by any of its Representatives. The Confidential Information shall be safeguarded from unauthorized disclosure and shall not be used in any manner by any party except as may be necessary for the purposes set forth herein. The term "person" as used in this Agreement shall be broadly interpreted to include, without limitation, any corporation, company, partnership, individual or other entity.

(c) If the Recipient or its Representatives are requested or required (by oral question, interrogatories, requests for information or documents, subpoena, civil investigative demand, Ohio Open Records Law or similar process) to disclose any Confidential Information, the Recipient will promptly notify Discloser of such request or requirement so that Discloser may seek an appropriate protective order or waiver in compliance with the provisions of this Agreement. If, in the absence of a protective order or the receipt of a waiver hereunder, the Recipient or its Representatives are, in the written opinion of counsel, compelled to disclose the Confidential Information or else stand liable for contempt or suffer other censure or significant penalty, the Recipient may disclose only such of the Confidential Information to the party compelling disclosure as is required by law.

(d) The obligations under this Section will survive any termination or expiration of this Agreement indefinitely.

13. **No Partnership**. Nothing in this Agreement shall (i) be deemed to constitute a partnership in law between the parties, (ii) constitute any party the agent of the other for any purpose or (iii) entitle any party to commit or bind the other (or any member of its respective group) in any manner.

14. **Counterparts**. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

15. **Entire Agreement and Disclaimer of Reliance**. This Agreement constitutes the entire understanding and agreement of the parties with respect to its subject matter and any and all prior agreements, understandings or representations with respect to its subject matter in this agreement terminated and canceled in their entirety and are of no further force or effect. The parties represent that they have not relied on any promise, representation, or warranty, express or implied, not contained in this Agreement, and any such reliance is hereby disclaimed.

16. **No Third-Party Rights**. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties and their respective successors and assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third person to any party to this Agreement, nor shall any provision give any third person any right of subrogation or action over or against any party to this Agreement.

17. **Legal Capacity**. Each of the parties and signatories to this Agreement has the full right, power, legal capacity and authority to enter into and perform the party's respective obligations under this Agreement, and no approvals or consents of any other person are necessary in connection with that authority.

18. **Successors and Assigns**. All of the terms and provisions contained in this Agreement shall inure to the benefit of and shall be binding upon the parties to this Agreement and their respective heirs, legal representatives, successors and assigns. No party may assign, transfer, or novate any of its rights and obligations either in whole or in part to any other person or entity without the written consent of the other.

19. **Further Assurances**. Each of the parties to this Agreement shall execute and deliver any and all additional papers, documents and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of their obligations under this Agreement to carry out the intent of the parties to this Agreement.

20. **Intentionally Omitted**.

21. **Independent Counsel**. All of the parties warrant and represent that they have been advised that they should be represented by counsel of their own choosing in the preparation and analysis of this Agreement; that they have been represented by independent counsel or have had the opportunity to be represented by independent counsel; and that they have read this Agreement with care and believe that they are fully aware of and understand its contents and its legal effect.

General Terms and Conditions of Water Meter Accuracy

1. Customer shall permit Contractor timely access to areas and equipment and allow Contractor to test meters as necessary to implement the Savings Measurement & Verification Plan. All work by Contractor under this Agreement will be performed during normal working hours; except that no work will interfere with Customer's or Customer's Client's activities.

2. The insurance required of the Contractor under this Agreement shall include, but not be limited to, the following types of insurance and coverages, and shall be written for not less than the following limits of liability.

TYPE OF INSURANCE	LIMIT OF LIABILITY	
Commercial General Liability (CGL)	$4,000,000.00	General Aggregate
	$2,000,000.00	Each Occurrence
	$2,000,000.00	Products and Completed Operations
	$2,000,000.00	Damage to Rented Premises – each occurrence
	$2,000,000.00	Medical Expense (any one person)
	$2,000,000.00	Personal and Adv. Injury
Automobile Liability	$5,000,000.00	Combined Single Limit (ea. accident)
Excess/Umbrella Liability	$2,000,000.00	Each Occurrence
	$2,000,000.00	Aggregate
Workers Compensation	Statutory $1,000,000.00	E.L. Each Accident
	$1,000,000.00	E.L. Disease – Ea. Employee
	$1,000,000.00	E.L. Disease – Policy Limit

a. All liability insurance that is required of the Contractor, including, without limitation, the Commercial General Liability insurance, the Automobile Liability insurance, and the umbrella or excess insurance, shall name the Customer, including its officers, elected officials, employees, and volunteers, as Additional Insureds, but only to the extent required by and in accordance with the terms of this contract. All insurance required to be maintained by Contractor hereunder shall contain a waiver of subrogation endorsement in favor of Customer.

b. Certificates of insurance in an ACORD form and naming the Customer, including its officers, elected officials, employees, and volunteers, as Additional Insureds shall be filed with the Customer prior to commencement of this Agreement and thereafter upon renewal or replacement of each required policy of insurance. The Contractor agrees that the required insurance policies shall not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Customer.

c. Contractor's failure to meet the insurance requirements contained in this Agreement shall constitute a breach of contract.

3. CONTRACTOR AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS CUSTOMER, ITS OFFICERS, DIRECTORS, ITS AGENTS AND ITS EMPLOYEES (COLLECTIVELY, "PARTIES

INDEMNIFIED") FROM AND AGAINST ANY AND ALL CLAIMS, SUITS, LOSSES, OR LIABILITIES FOR DAMAGES, PERSONAL INJURIES (INCLUDING DEATH) OR PROPERTY DAMAGES, AS WELL AS COSTS AND EXPENSES INCURRED IN THE DEFENSE THEREOF, INCLUDING REASONABLE ATTORNEY'S FEES, EXPERT WITNESS FEES AND COURT COSTS, ARISING OUT OF, OR RESULTING FROM THE PERFORMANCE OF THE WORK UNDER THIS AGREEMENT, PROVIDED THAT ANY SUCH CLAIM, SUIT, LOSS, OR LIABILITY FOR DAMAGES, PERSONAL INJURIES, PROPERTY DAMAGE, LOSS OR EXPENSE IS CAUSED, IN WHOLE OR IN PART, BY (1) ANY INTENTIONAL OR NEGLIGENT ACT OR OMISSION OF THE CONTRACTOR OR THE CONTRACTOR'S AGENT, EMPLOYEE OR SUBCONTRACTOR OF ANY TIER, (2) THE FAULT OF THE CONTRACTOR OR THE CONTRACTOR'S AGENT, EMPLOYEE OR SUBCONTRACTOR OF ANY TIER, (3) THE BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, OR RULE BY THE CONTRACTOR OR THE CONTRACTOR'S AGENT, EMPLOYEE OR SUBCONTRACTOR OF ANY TIER, OR (4) THE BREACH OF CONTRACT OF THE CONTRACTOR OR THE CONTRACTOR'S AGENT, EMPLOYEE OR SUBCONTRACTOR OF ANY TIER. THE CONTRACTOR'S OBLIGATION TO INDEMNIFY, DEFEND, AND HOLD HARMLESS UNDER THIS AGREEMENT SHALL BE IN EFFECT REGARDLESS OF WHETHER OR NOT ANY SUCH CLAIM, SUIT, LOSS, OR LIABILITY FOR DAMAGES, PERSONAL INJURIES, PROPERTY DAMAGE, LOSS OR EXPENSE IS CAUSED IN PART BY THE NEGLIGENCE OF A PARTY OR PARTIES INDEMNIFIED HEREUNDER, EXCEPT THAT THE CONTRACTOR'S OBLIGATION SHALL BE LIMITED TO THE COMPARATIVE FAULT OF THE CONTRACTOR OR THE CONTRACTOR'S AGENT, EMPLOYEE OR SUBCONTRACTOR OF ANY TIER AS DETERMINED BY THE TRIER OF FACT.

4. Customer's Termination Right: Customer may terminate this Agreement upon thirty (30) days prior written notice. Should such termination occur on a date other than at the beginning of a Measurement Year, Contractor shall have no Guaranteed Meter Accuracy obligations hereunder for a partial year. Contractor shall have no obligation to refund any monthly payments made hereunder through the date of any such early termination and customer shall have no obligation to make payments for future months.

5. MISCELLANEOUS PROVISIONS:

5.1 If any provision or part of this Agreement is held to be illegal, invalid, or unenforceable under any present or future law or regulation, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement. The remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance.

5.2 Intentionally Omitted.

5.3 Unless the context of this Agreement otherwise clearly requires, references to the plural include the singular, the term "including" is not limiting and the terms "hereof," "herein," "hereunder" and similar terms in this Agreement refer to the Agreement as a whole and not to any particular provision thereof, unless stated otherwise.

5.4 **Notice.** All notices required to be given under this Agreement must be in writing unless otherwise noted. Any notice required or permitted to be given under this Agreement shall be deemed delivered, whether or not actually received, three days after it is deposited in the U.S. Mail, when sent by certified mail, return receipt requested, postage prepaid, and correctly addressed to the party at the address provided in this Agreement. Notice given in any other manner shall be deemed delivered when actually received. Either party may change its address for notice by giving notice of the change of address in accordance with this provision.

Exhibit A
Definitions to Savings Agreement

1. **Actual Energy Use:** For a given Measurement Year, the actual energy consumption of the Premises, based on the Factors Affecting Energy Use.

2. **Agreement or Contract:** The Annual Energy Unit Savings Agreement.

3. **Base Energy Rates:** The units of dollars per energy unit per Measurement Year, as developed from the Baseline Energy Use. The Base Energy Rates are identified in Exhibit D.

4. **Baseline Energy Use:** The Baseline Energy Use is the standard against which energy savings will be measured. Initially it is obtained by measuring the average energy consumption at Customer's Premises prior to work performed by Contractor under the Project Agreement: specifically, July 2018 through and including June 2019 It shall be established by Contractor after identification and consideration of, and controlling for, the Factors Affecting Energy Use. It is understood that in the event of changes in Factors Affecting Energy Use, the Baselines will be revised from time to time as detailed in this Contract. In addition, data collected during the period before construction may indicate a change of the energy use pattern at the Premises and require a change to the Baselines. Contractor shall notify the Customer, in writing, of all such changes.

5. **Contractor** shall mean ABM Building Solutions, LLC 1817 O'Brien Columbus, OH 43228

6. **Customer** shall mean City of Zanesville 401 Market St. Zanesville, OH 43701

7. **Energy Unit Savings Term:** A period of five (5) years or until the termination of this agreement, whichever comes first.

8. **Energy Unit Savings:** The energy conservation savings in units of energy, power, water, etc., achieved in a given Measurement Year through the reduction in energy consumption, demand, energy rates, maintenance, or materials. Such units may include kW, kWh, MCF, MMBTU, Gallons, and are more specifically identified in Exhibit D. For a given Measurement Year, after taking into account any reconciliations, it is equal to the Baseline Energy Use minus the Actual Energy Use.

9. **Excess Savings:** For each Measurement Year in which the Energy Unit Savings exceed the Guaranteed Unit Savings, the value of the difference is the "Excess Savings."

10. **Factors Affecting Energy Use:** Operations, use type, hours and levels of occupancy, occupant population, adjustments in labor force, building use, operational procedures, temperature, climate, weather, humidification, ventilation levels and rates, installed lighting and scheduled use, building construction and size, general level of repair and efficiency of heating and air conditioning equipment and other energy-using equipment, amount of heating and air conditioning and other energy-using equipment, plug loads, schedule, or any other variable that may significantly change the base energy load profile. The Factors Affecting Energy Use are not limited only to those factors that are within Customer's control.

11. **Guaranteed Energy Unit Savings:** The amount of anticipated energy savings as compared to the Baseline Energy Use, expressed in units of energy, power, water, etc., which Contractor is guaranteeing under this Agreement as set forth in more detail in Exhibit D.

12. **M&V Commencement Date:** The first day of the month following the completion of both:

    a. The signed Certificate of Final Completion of the Project in accordance with the Project Agreement; and

    b. Contractor's receipt of all payments due and owing under the BES Project Agreement.

13. **Measurement Year:** Each twelve (12) month period beginning with the M&V Commencement Date.

14. **Pre-M&V Savings:** Prior to the M&V Commencement Date, if the Project results in any Energy Unit Savings for such period, such savings are the "Pre-M&V Savings."

15. **Premises:** The facility(ies), property(ies), or equipment, as applicable that is the subject of the Energy Conservation Measures taken in connection with this Agreement and the Project Agreement, set forth in more detail in Exhibit D.

16. **Project Agreement:** the agreement governing the Project by and between Contractor and Customer.

17. **Project:** The Bundled Energy Solution project performed by Contractor for the Customer pursuant to the Project Agreement.

18. **Savings Measurement & Verification Plan:** Contractor's process of preparing reports, taking on-site measurements, monitoring building automation systems, and/or any additional work to quantify Energy Unit Savings for the purpose of meeting the Guaranteed Energy Unit Savings as identified in Exhibit D. Contractor's measurement and verification activities shall not include maintenance of the Project or record keeping related to such maintenance, which shall be the sole responsibility of Customer.

Definitions to Annual Water Meter Accuracy

1. **This Agreement:** shall mean this Annual Water Meter Accuracy Agreement.

2. **Annual Guarantee Period or Measurement Year:** shall mean the consecutive twelve (12) month period beginning with the M&V Commencement Date.

3. **AWWA:** is the American Water Works Association and reference is made to Water Meters – Selection, Installation, Testing, and Maintenance – Manual of Water Supply Practices M6, 4th edition, c1999

4. **Baseline:** is the description that defines the baseline water volume use and facilities, systems, or equipment operations and characteristics, and environmental conditions that are to be used as the benchmark for determining normalization factors to be used in the determination of Measured System Average Accuracy.

5. **Baseline Dates:** shall mean the start and end dates determining the Baseline. The Baseline Dates shall be June 2018 to May 2019

6. **Initial Base Water Rates:** The "Base Water Rates" are the units of dollars per billed water unit developed from the Baselines and are identified in Exhibit D and shall be used by Contractor to calculate the initial Financial Benefit.

7. **Contractor** shall mean and include ABM Building Solutions, LLC,

8. **Customer** shall mean City of Zanesville 401 Market St. Zanesville, OH 43701

9. **Equipment** shall mean those meters and systems where operational cost savings and Financial Benefit will be realized.

10. **Financial Benefit**: The Financial Benefit, having units of dollars ($), are those monies achieved through the increase in water meter accuracy, reduction in maintenance, materials, or materials replacement calculated using the Initial Base Water Rates from Exhibit "D" or the actual rates, whichever results in greater Financial Benefit.

11. **Guarantee Term**: The "Guarantee Term" shall be for a maximum of five (5) Years or until the termination of this agreement.

12. **M&V Commencement Date**: "M&V Commencement Date" shall be the first day of the month following both:

    a. The signed Certificate of Final Completion of the Project in accordance with the Energy Services Agreement, and

    b. Contractor's receipt of all payments due and owing under the BES Project Agreement.

13. **Project:** The District-wide Meter Replacement Project performed by Contractor for the Customer pursuant to the BES Project Agreement.

14. **Measurement & Verification (M&V) Plan**: Contractor's process of preparing reports, taking on-site measurements, and/or any additional work to quantify Weighted Average Meter Accuracy for the purpose of meeting the Guaranteed Weighted Average Meter Accuracy as identified in Exhibit D. Contractor's measurement and verification activities as identified in Exhibit E shall not include any additional work.

Exhibit B

Energy Unit Savings Guarantee

1. The annual Energy Unit Savings will be calculated using standard computerized auditing procedures, as described herein, which compares the Baseline Energy Use with that of the Actual Energy Use during the applicable Measurement Year. Published degree days will be used in the auditing process to allow for differences of weather conditions between the Baseline Energy Use dates and the Measurement Year.

2. Except to the extent of any annual maintenance program with the Contractor, the Customer shall be solely responsible to maintain the Project in a manner consistent with the manufacturer's or Contractor's recommended maintenance schedules and procedures, maintain all records associated with such maintenance, and upon request of the Contractor, provide copies of such records thereof. Such maintenance shall be a condition precedent to this Savings Guarantee. Contractor may, if it deems necessary, inspect the Premises from time to time to implement its Savings Measurement & Verification Plan.

3. For the purpose of determining Actual Energy Use and Energy Unit Savings, Contractor shall prepare reports, take on-site measurements, monitor building automation systems, and/or additional work as required by and detailed in its Savings Measurement & Verification Plan.

4. The Customer acknowledges and consents to Contractor's right to monitor Actual Energy Use, Energy Unit Savings, Factors Affecting Energy Use, and energy management performance by conducting on-site measurements, including, but not limited to, reading meters and installing and observing on-site monitoring equipment. The Customer shall cooperate fully with any such measures instituted by Contractor pursuant to this Subsection. Contractor shall not institute any measures that unreasonably interfere with the business of Customer conducted at the Customer's location.

5. For the purpose of determining Actual Energy Use and Energy Unit Savings, Customer shall cooperate with Contractor by providing utility bills and other applicable information and maintenance records, changes in Factors Affecting Energy Use, and/or additional information as requested by Contractor personnel.

6. Savings Guarantee**:** Subject to changes in the Factors Affecting Energy Use, Contractor guarantees that the Customer will realize total Energy Unit Savings during the Energy Unit Savings Term not less than the Guaranteed Savings set forth in Exhibit D.

7. Guarantee Payment: Should the sum of Customer's Energy Unit Savings for a given Measurement Year be less than the Guaranteed Energy Unit Savings for that Measurement Year, Contractor shall pay to the Customer, within 30 days of the acceptance of the annual Energy Unit Savings report, the difference between the Guaranteed Energy Unit Savings for such year and the Energy Unit Savings for that Measurement Year, with such amount not to exceed the Guaranteed Energy Unit Savings amount set forth in Exhibit D (the "Guarantee Payment"). The difference shall be converted from units of energy to dollars ($) by use of the Base Energy Rates or the actual energy rates in effect during the Measurement Year, whichever results in a lesser Guarantee Payment. If in the judgment of the Customer, Customer would benefit from additional energy services or energy saving retrofits, Customer and Contractor may mutually agree upon such services or retrofits in lieu of the Guarantee Payment. For the purposes of this Contract,

such services or retrofits actually delivered by Contractor will be considered a Guarantee Payment for that Measurement Year. There shall be no carryover with respect to either Excess Savings or negative Energy Unit Savings for any Measurement Year into future Measurement Years; provided, however, that any Pre-M&V Savings shall be credited towards the Guaranteed Energy Unit Savings for the first Measurement Year.

8. Changes in Factors Affecting Energy Use

    a. The Customer shall notify Contractor in writing within ten (10) business days of any change in any Factor Affecting Energy Use. Contractor will determine the effect that any such change would have had on the obligations and rights under this agreement (such as changes to the Energy Unit Savings, Baseline Energy Use, etc.…) and present to the Customer a written analysis of the effects of the changes. Changes that are long term or permanent will be reflected in a change to the Baseline Energy Use. Temporary changes that affect energy use will be calculated and added to or subtracted from the corresponding month's Energy Unit Savings.

    b. If a change in any of the Factors Affecting Energy Use occurs and results in a reduction of Energy Unit Savings, then the Guaranteed Energy Unit Savings shall be reduced accordingly.

9. Customer and Contractor may from time to time desire to make changes to the Project infrastructure for the express purpose of increasing Energy Unit Savings. It is agreed that these changes will only be made with the written consent of both parties, which will not be unreasonably withheld. The Baseline Energy Use will not be adjusted to reflect any changes agreed to under this subparagraph without the mutual agreement of the parties, except that if Contractor elects to pay for the cost of any such changes that would not unreasonably interfere with the conduct of Customer's business, and the Customer does not consent to such changes, then the Baseline Energy Use will be increased by the amount of savings projected from the changes.

10. When the Project's effect on savings cannot be accurately determined for any given period of time due to construction or other major changes to the Premises, Projected Energy Unit Savings will be used in lieu of Energy Unit Savings for the corresponding period of time.

11. Contractor has the right to charge the Customer for work required to assess the effect on Baseline Energy Use for any large-scale changes, including, but not limited to, building additions, new buildings, and new or changed HVAC equipment, that require more than forty (40) hours per year to be spent in calculating their effect on the Energy Unit Savings. Such hours will be billed at current Contractor engineering rates. Current rates for engineering are based at $90/hr. starting in March 2020 and shall be escalated at 4% annually for the years following years guaranteed not to exceed $155/hr. in 2030. Before initiating such work, Contractor will notify the Customer in writing of the intent and cost associated with the work. The Customer will, within 45 days in writing, notify Contractor with permission to proceed or, alternatively at no charge, to stipulate that the Guaranteed Energy Unit Savings for the existing Premises in question be used for the purpose of calculating the Energy Unit Savings. If Contractor does not receive written notice within 45 days, the Guaranteed Energy Unit Savings for the existing Premises in question will be used as Energy Unit Savings until such time that the Customer approves the work, as long as the scope of the work has not changed.

12. If the Customer fails to notify Contractor of changes in Factors Affecting Energy Use or fails to supply Contractor with requested information that is required for any calculations required hereunder in a timely manner, the Energy Unit Savings for the period will be equal to the Guaranteed Energy Unit Savings for the period. If information for the period in question is supplied at a later date, the Energy Unit Savings for that period will be retroactively modified only if the actual Energy Unit Savings for that period of time exceed the Guaranteed Energy Unit Savings.

13. Any changes made by Contractor to the Baseline Energy Use, Actual Energy Use, or Energy Unit Savings calculations, as outlined in this Agreement, shall be presented in writing to the Customer. The Customer shall have 30 days to approve or question the changes in writing. Contractor will work with the Customer to answer any questions or make any necessary corrections. Any changes that are made shall be become Exhibit "G" to this agreement.

14. The Customer agrees that Contractor shall have the right, with or without prior notice, to inspect the Premises to determine if the Customer is in compliance with its obligations as set forth herein. In the event that any inspection discloses that the Customer has failed on the date of the inspection to be in compliance with any items set forth herein, then the Guaranteed Energy Unit Savings shall be assumed to have been achieved for and with respect to the portion of the Measurement Year during which such failure shall have existed.

Water Meter Accuracy Guarantee

1. The annual Weighted Average Meter Accuracy will be calculated by testing a statistically valid sample of water meters and following AWWA testing procedures, as described herein, which compare the Customer's Weighted Average Meter Accuracy during the baseline period before implementation of the Project ("Baseline Conditions") with that of the Weighted Average Meter Accuracy during the applicable Annual Guarantee Period. The Annual Guarantee Period for Customer shall commence upon the date of substantial completion. These dates may be adjusted, subject to Customer's approval in writing, based on final project completion and Customer sign off of project completion.

2. Except to the extent of any annual maintenance program with the Contractor, the Customer shall be solely responsible to maintain the Project in a manner consistent with the manufacturer's or Contractor's recommended maintenance schedules and procedures, maintain all records associated with such maintenance, and upon request of the Contractor, provide copies of such records thereof. Contractor may, if it deems necessary, inspect the Equipment from time to time to implement its Measurement & Verification Plan.

3. For the purpose of determining Weighted Average Meter Accuracy, Contractor shall prepare reports, perform water meter accuracy testing, and/or additional work as required by and detailed in its Measurement & Verification Plan.

4. The Customer acknowledges and consents to Contractor's right to monitor Weighted Average Meter Accuracy by conducting water meter accuracy testing. The Customer shall cooperate with any such measures instituted by Contractor pursuant to this Subsection. Contractor shall not institute any measures that unreasonably interfere with the business of Customer conducted at the Customer's location, or the Customer's Client's locations. Contractor will use its best efforts to minimize any disruption to Customer's operations.

5. For the purpose of determining Weighted Average Meter Accuracy, Customer shall cooperate with Contractor by providing applicable information and maintenance records, changes in factors affecting equipment use, and/or additional information as requested by Contractor personnel.

6. Water Meter Accuracy Guarantee**:** Subject to changes in the Factors, Contractor guarantees that the Customer will realize total Weighted Average Meter Accuracy during the Guarantee Term of not less than the Guaranteed Weighted Average Meter Accuracy set forth in the Contract.

7. Guarantee Payment: Should the Customer's total Weighted Average Meter Accuracy during the Measurement Year be less than the Guaranteed Weighted Average Meter Accuracy for that year, Contractor guarantees that it shall pay to the Customer, within 30 days of the acceptance of the annual Weighted Average Meter Accuracy report, the pro-rated amount of the calculated penalty, not to exceed the Maximum Annual Shortfall Allowable set forth in the Contract. If in the judgment of the Customer, Customer would benefit from additional services or retrofits, Customer and Contractor may mutually agree in writing upon such services or retrofits in lieu of the Guarantee Payment. Any such agreement for the purposes of this Agreement, such services or retrofits actually delivered by Contractor will be considered a Guarantee Payment for the Measurement Year.

8. Excess Savings:

    a. For the Measurement Year, if the Weighted Average Meter Accuracy exceed the Weighted Average Meter Accuracy, the Excess Financial Benefit shall be the value of the difference and is added to the measurement year in which the excess Financial Benefit occurred. The Contractor will not apply excess savings to future or past years to offset any short falls.

    b. The Financial Benefit resets to zero each Measurement Year whether there is excess Financial Benefit, or a check paid for meter accuracy shortfall.

9. Changes in Factors Affecting Meter Accuracy

    a. The Customer shall notify Contractor in writing within ten (10) business days of any significant change in any Factor that affects the Baselines as set forth herein. Contractor will determine the effect that any such change will have on the Base Rates and/or Weighted Average Meter Accuracy and present to the Customer a written analysis of the effects of the changes, together with proposed changes to the Baselines for the Customer's consideration and agreement. Agreed-upon changes that are long term or permanent will be reflected in a change to the Base Rates. Agreed- upon temporary changes that affect meter accuracy will be calculated and added to or subtracted from the corresponding Weighted Average Meter Accuracy.

    b. If a significant change in any of the Factors involved in the Baseline occurs and the parties mutually agree in writing that it results in a reduction of Weighted Average Meter Accuracy, then the Weighted Average Meter Accuracy to be guaranteed by Contractor will be decreased by the same amount.

10. If the Customer fails to notify Contractor of changes in Factors affecting meter accuracy or fails to supply Contractor with requested information that is required in a timely manner, Weighted Average Meter Accuracy for the period will be set equal to the target and M&V activities will then shift to the next year activities and will not be revisited If information for the period in question is supplied at a later date, the Weighted Average Meter Accuracy will be modified only if the Weighted Average Meter Accuracy for the period exceed the Weighted Average Meter Accuracy for the previous period of time.

11. The Customer agrees that Contractor shall have the right, upon reasonable notice, to inspect the equipment to determine if the Customer is in compliance with its obligations as set forth herein. Contractor

shall provide in writing a detailed account of each and every item of asserted non-compliance. If the Customer disagrees with the Contractor's determination, the two parties will attempt to amicably resolve the matter. If an amicable resolution cannot be reached, the dispute will be submitted to an agreed third-party mediator who will attempt to mediate an agreement between the Contractor and the Customer. If an agreement cannot be reached at mediation, then the Parties may litigate their dispute in the mandatory venue provided herein.

Exhibit C
Miscellaneous Terms and Conditions

1.Savings Derivation
Guaranteed Energy Unit Savings will be derived from new and retrofitted mechanical equipment, controls, light fixture retrofits, new utility rate structures, lighting specifications and efficiency improvements as generated by new and retrofitted mechanical equipment as listed in Attachment A of the Client Bundled Energy Solutions Project Agreement #85050780. Guaranteed Energy Unit Savings related to the lighting retrofit are incorporated into the annual Guaranteed Energy Unit Savings set forth in Exhibit "D".

2. Baseline Conditions
Baseline Conditions is defined as the set of conditions that determined Customer's energy consumption during the period of July 2018 through June 2019, before implementation of the Project. The Guaranteed Energy Unit Savings are based on consistent utility consumption patterns in the future as compared to the Baseline Conditions, with adjustments made for non-performing devices made operational as per building code requirements.

The Guaranteed Energy Unit Savings set forth in Exhibit "D" are based on the Factors, as they are at the time this Agreement is executed. New facility heating or air conditioning loads and major increases in building occupancy will be adjusted for according to the effect on original criteria.

3. International Performance, Measurement, and Verification Protocol
(IPMVP) Option A
Option A has been selected for this retrofit due to the high confidence with which the ECM-specific savings may be determined. Installed components and locations will not vary if the end-user maintains the system appropriately, and operating hours are not projected to change after the project is implemented. Savings are determined by field measurement of the key performance parameter(s) which define the energy use of the ECM's affected system(s) and/or the success of the project. Measurement frequency ranges from short-term to continuous, depending on the expected variations in the measured parameter, and the length of the reporting period. Parameters not selected for field measurement are estimated. Estimates can be based on historical data, manufacturer's specifications, or engineering judgment. Ongoing actual measurements may or may not be used in this verification technique depending on whether the predicted savings and/or volatility of the measures implemented warrant the expenditure on additional field measurements. In the case of one-time measurements (commonly referred to as "pre/post"), the calculated post-installation savings will be stipulated for the full term of the guarantee. Visual inspection of this equipment is typically recommended to ensure less efficient equipment has not been installed after the project. The applicable plan will be identified in Exhibit D for each ECM

4. Run Times / Conditions
Building Standard of Comfort
The design space temperatures for heating are 68 to 70 degrees or less; the design space temperatures for cooling are 72 to 74 degrees or more. Where applicable, the control system will be set to achieve the nominal design space temperature for heating or cooling.

Baseline Operating Parameters
Lighting Retrofit Savings
Power consumption before they are retrofitted and afterward shall be measured, and the reduction shall be used to represent the actual power savings for each retrofitted fixture.

Light Energy Unit Savings shall be calculated assuming the operating/burn time hours specified below:

Location	Burn Hour Group	Burn Hours
City Hall	Basement Storage	5,096
City Hall	Breakroom	4,443
City Hall	City Council	260
City Hall	Conference Room	1,040
City Hall	Copy Room	1,560
City Hall	Electrical Mechanical	260
City Hall	Hallway	4,363
City Hall	Janitor Closet	520
City Hall	Lobby	4,363
City Hall	Night Light	8,760
City Hall	Open Office	2,808
City Hall	Private Office	2,080
City Hall	Private Office	2,311
City Hall	Restroom	2,839
City Hall	Stairwell	4,363
City Hall	Storage	520
Eppley Fire Station	Attic Storage	104
Eppley Fire Station	Dorm	728
Eppley Fire Station	Equipment Storage	1,456
Eppley Fire Station	Garage	2,184
Eppley Fire Station	Hallway	1,842
Eppley Fire Station	Kitchen	3,536
Eppley Fire Station	Lounge	229
Eppley Fire Station	Private Office	2,184
Eppley Fire Station	Rare Use Storage	260
Eppley Fire Station	Restroom	2,658
Eppley Fire Station	Storage	728
Garages	Garage	1,110
Garages	Equipment Storage	1,040
Garages	Hallway	2,580
Garages	Kitchen	1,560
Garages	Lobby	2,080
Garages	Private Office	1,342
Garages	Restroom	2,650
Garages	Storage	260
Leonard Fire Station	Dorm	1,460
Leonard Fire Station	Electrical Mechanical	364
Leonard Fire Station	Equipment Storage	1,460

Leonard Fire Station	Exit Signs	8,760
Leonard Fire Station	Garage	728
Leonard Fire Station	Hallway	756
Leonard Fire Station	Janitor Closet	728
Leonard Fire Station	Kitchen	3,534
Leonard Fire Station	Lounge	2,920
Leonard Fire Station	Low Use	260
Leonard Fire Station	Night Light	8,760
Leonard Fire Station	Private Office	1,794
Leonard Fire Station	Rare Use Storage	364
Leonard Fire Station	Restroom	5,750
Leonard Fire Station	Stairwell	756
Leonard Fire Station	Training Room	1,460
Leonard Fire Station	Workshop	2,184
New Water Building	Not in Use	260
Parks and Rec	Breakroom	1,240
Parks and Rec	Emergency	8,760
Parks and Rec	Equipment Storage	520
Parks and Rec	Garage	520
Parks and Rec	Night Light	8,760
Parks and Rec	Private Office	1,427
Parks and Rec	Rare Use Storage	104
Parks and Rec	Restroom	213
Parks and Rec	Storage	520
Police Annex	Basement Storage	260
Police Annex	Conference Room	520
Police Annex	Currently Unoccupied	260
Police Annex	Elevator	8,760
Police Annex	Evidence Area	1,560
Police Annex	Gym	6,505
Police Annex	Hallway	5,359
Police Annex	Lobby	2,080
Police Annex	Polygraph	520
Police Annex	Private Office	2,046
Police Annex	Restroom	4,113
Police Annex	Stairwell	520
Police Annex	Storage	520
Police Annex	Training Room	520
Police Annex	Workshop	520
Safety Building	24/7	8,760

Safety Building	Breakroom	2,058
Safety Building	Cell	5,200
Safety Building	Conference Room	728
Safety Building	Copy Room	1,460
Safety Building	Courtroom	1,560
Safety Building	Day Rooms	5,200
Safety Building	Dorm	374
Safety Building	Electrical Mechanical	364
Safety Building	Exit Signs	8,760
Safety Building	Garage	2,826
Safety Building	Hallway	3,640
Safety Building	Hallway	4,766
Safety Building	Interview Room	728
Safety Building	Janitor Closet	728
Safety Building	Kitchen	4,987
Safety Building	Laundry	1,460
Safety Building	Locker Room	2,490
Safety Building	Med Room	1,460
Safety Building	Multipurpose Room	728
Safety Building	Night Light	8,760
Safety Building	No Use	0
Safety Building	Open Office	2,060
Safety Building	Private Office	3,387
Safety Building	Rare Use	364
Safety Building	Rare Use Storage	364
Safety Building	Rec Room	364
Safety Building	Restroom	1,460
Safety Building	Restroom	3,426
Safety Building	Sally Port	728
Safety Building	Stairwell	4,766
Safety Building	Storage	728
Safety Building	Training Room	728
Safety Building	Visitation	260
Safety Building	Workshop	2,184
Secrest Auditorium	Auditorium	520
Secrest Auditorium	Conference Room	520
Secrest Auditorium	Dressing Rooms	520
Secrest Auditorium	Electrical Mechanical	260
Secrest Auditorium	Hallway	2,080
Secrest Auditorium	Lobby	170

Secrest Auditorium	Lounge	560
Secrest Auditorium	Private Office	2,141
Secrest Auditorium	Reception Area	520
Secrest Auditorium	Restroom	376
Secrest Auditorium	Stairwell	1,040
Secrest Auditorium	Storage	260
Secrest Auditorium	Ticket Counter	520
Traffic	Breakroom	1,062
Traffic	Garage	520
Traffic	Hallway	10
Traffic	Parts Storage	520
Traffic	Private Office	383
Traffic	Restroom	260
Traffic	Storage	260
Garages- Vehicle Maintenance	Garage	1,110
Garages- Vehicle Maintenance	Breakroom	1,560
Garages- Vehicle Maintenance	Exit Signs	8,760
Garages- Vehicle Maintenance	Hallway	2,580
Garages- Vehicle Maintenance	Parts Storage	2,080
Garages- Vehicle Maintenance	Private Office	1,342
Garages- Vehicle Maintenance	Restroom	2,650
Garages- Vehicle Maintenance	Storage	520
Wastewater Treatment Plant	Garage	895
Wastewater Treatment Plant	Breakroom	1,204
Wastewater Treatment Plant	Electrical Mechanical	260
Wastewater Treatment Plant	Elevator	8,760
Wastewater Treatment Plant	Equipment Rooms	3,219
Wastewater Treatment Plant	Hallway	1,379
Wastewater Treatment Plant	Janitor Closet	520
Wastewater Treatment Plant	Lab	3,218
Wastewater Treatment Plant	Lobby	1,353
Wastewater Treatment Plant	Locker Room	1,273
Wastewater Treatment Plant	Open Office	2,600
Wastewater Treatment Plant	Private Office	1,297
Wastewater Treatment Plant	Private Office	2,080
Wastewater Treatment Plant	Restroom	2,704
Wastewater Treatment Plant	Stairwell	1,379
Wastewater Treatment Plant	Storage	520
Wastewater Treatment Plant	Workshop	1,560
Water Tower	Rare Use Storage	104

Water Treatment	Breakroom	1,336
Water Treatment	Chemical Storage	520
Water Treatment	Conference Room	520
Water Treatment	Electrical Mechanical	260
Water Treatment	Hallway	6,149
Water Treatment	Lab	5,429
Water Treatment	Lobby	2,600
Water Treatment	Locker Room	3,936
Water Treatment	Night Light	8,760
Water Treatment	Open Office	2,080
Water Treatment	Plant	520
Water Treatment	Private Office	396
Water Treatment	Restroom	1,040
Water Treatment	Stairwell	520
Water Treatment	Storage	520
Water Treatment	Workshop	1,560
City Hall	Exterior	4,368
Eppley Fire station	Exterior	4,368
Garage	Exterior	4,368
Leonard Fire Station	Exterior	4,368
Parks and Rec	Exterior	4,368
Police Annex	Exterior	4,368
Safety Building	Exterior	4,368
Secrest Auditorium	Exterior	4,368
Stadium	Stadium	364
Traffic	Exterior	4,368
Vehicle Maintenance	Exterior	4,368
Wastewater Treatment Plant	Exterior	4,368
Water Treatment	Exterior	4368

HVAC

HVAC Occupied hours are listed in the following table:

City Hall

SUN	MON	TUES	WED	THURS	FRI	SAT
None	**7am-5pm**	**7am-5pm**	**7am-5pm**	**7am-5pm**	**7am-5pm**	**None**

Fire Station -Eppley

SUN	MON	TUES	WED	THURS	FRI	SAT
24/7	**24/7**	**24/7**	**24/7**	**24/7**	**24/7**	**24/7**

Fire Station -Leonard

SUN	MON	TUES	WED	THURS	FRI	SAT
24/7	**24/7**	**24/7**	**24/7**	**24/7**	**24/7**	**24/7**

Street Maintenance/Sanitation

SUN	MON	TUES	WED	THURS	FRI	SAT
None	7am-5pm	7am-5pm	7am-5pm	7am-5pm	7am-5pm	None

Police Annex

SUN	MON	TUES	WED	THURS	FRI	SAT
None	7am-5pm	7am-5pm	7am-5pm	7am-5pm	7am-5pm	None

Safety Building

SUN	MON	TUES	WED	THURS	FRI	SAT
24/7	24/7	24/7	24/7	24/7	24/7	24/7

Secrest Auditorium

SUN	MON	TUES	WED	THURS	FRI	SAT
None	7am-5pm	7am-5pm	7am-5pm	7am-5pm	7am-5pm	None

Light/Traffic Building

SUN	MON	TUES	WED	THURS	FRI	SAT
None	7am-5pm	7am-5pm	7am-5pm	7am-5pm	7am-5pm	None

Vehicle Maintenance

SUN	MON	TUES	WED	THURS	FRI	SAT
None	7am-5pm	7am-5pm	7am-5pm	7am-5pm	7am-5pm	None

Waste Water Treatment Plant

SUN	MON	TUES	WED	THURS	FRI	SAT
24/7	24/7	24/7	24/7	24/7	24/7	24/7

Water Treatment Plant

SUN	MON	TUES	WED	THURS	FRI	SAT
24/7	24/7	24/7	24/7	24/7	24/7	24/7

5. Water Meter Accuracy Guarantee

ABM's Guarantee is based solely upon water meter accuracy as determined by testing a statistically valid random sample of water meters operating under normal conditions, which have been replaced pursuant to the contract. No guarantee, express or implied, is provided with respect to any other matters, including, without limitation, the following items (and the effects thereof):

a. water system revenue
b. water usage/consumption trends
c. water rationing programs
d. demographic and/or population shifts
e. changes in the industrial or commercial base
f. regulatory changes
g. droughts, floods, rainfall, or other weather or climactic conditions
h. water system pressure variations
i. non-metered water usage
j. failure to collect amounts due for billable consumption

k. changes in monthly base charges, monthly allowable minimum base consumption, or monthly
l. volume charges
m. changes to water and sewer rate schedules
n. water quality
o. failure of the water system to meet governmental requirements
p. improper maintenance or unsound usage of the Improvement Measures or any related equipment
q. performance of automatic meter reading equipment

6. Water Meter Accuracy Shortfalls

In the event that the Measured Weighted System Accuracy in any Guarantee Year is less than the Guaranteed Accuracy required for that Guarantee Year, ABM shall, compensate Customer the amount of any such Shortfall, in such form as agreed to by the parties, limited by the value of the annual guarantee, within thirty (30) days. Resulting compensation shall be ABM's sole liability for any Shortfall in the Guaranteed Accuracy.

The Shortfall for the missed year is equal to:

*(Current year Guaranteed Accuracy – current year Measured Weighted System Accuracy) * (Penalty per Percentage Point Value)*

Where, the maximum annual Shortfall is limited to the (Maximum Annual Shortfall Allowable).

Penalty per Percentage Point of Accuracy Missed shall be as follows:

Guarantee Year	Per point Penalty
Year 1	$ 80,168
Year 2	$ 80,168
Year 3	$ 80,168
Year 4	$ 80,168
Year 5	$ 80,168

Total penalty will be calculated based on the above table using increments of 0.1% of deviation from accuracy target.

Maximum Annual Shortfall Allowable shall be as follows:

Guarantee Year	Maximum Annual Shortfall
Year 1	$564,606
Year 2	$564,606
Year 3	$564,606
Year 4	$564,606
Year 5	$564,606

Exhibit D

1. Annual Guaranteed Energy Unit Savings- Buildings

Client Baseline – Current Energy Use

Electric kWh – 2,206,142 kWh

Natural Gas – 10,203 MMBTU

Contractor will guarantee the following annual reduction of kWh, MMBTU of Natural Gas

Energy Unit Savings

Electrical Savings	**522,194 kWh**
Natural Gas Savings	**1,092 MMBTU**

INITIAL BASE ENERGY RATES:**

Building / Facility	Elec ($/kWh)	Nat Gas ($/MMBTU)
City Hall	$ 0.095	$ 8.0
Fire Station - Eppley	$ 0.106	$ 5.7
Fire Station - Leonard	$ 0.087	$ 8.4
Water/Sewer	$ 0.191	$ 7.3
Parks & Rec - Main Building	$ 0.100	$ 5.6
Street Maitenance/Sanitation	$ 0.135	$ 8.1
Police Annex	$ 0.089	$ 8.6
Safety Building	$ 0.082	$ 6.8
Secrest Auditorium	$ 0.108	$ 7.2
Light/Traffic Building	$ 0.112	$ -
Vehicle Maintenance/Water Maintenance	$ 0.099	$ 10.0

** Base energy rate will escalate at 3% annually

1. Projected Utility Savings: $ 59,167
2. Agreed Upon Operational and Cost Avoidance Savings $ 41,204

2. Annual Guaranteed Energy Unit Savings- Wastewater Treatment Plant

Client Baseline – Current Energy Use

Electric kWh – 8,886,180 kWh

Natural Gas – 473 MMBTU

Contractor will guarantee the following annual reduction of kWh, MMBTU of Natural Gas

Energy Unit Savings

Electrical Savings **130,558 kWh**

INITIAL BASE ENERGY RATES:**

Building / Facility	Elec ($/kWh)	Nat Gas ($/MMBTU)
Wastewater Treatment Plant	$ 0.083	$ 9.2

** Base energy rate will escalate at 3% annually

** Base energy rate will escalate at 3% annually

3. Projected Utility Savings: $ 10,866
4. Agreed Upon Operational and Cost Avoidance Savings $ 186,834

3. Water Meter Accuracy Guarantee and Baseline Conditions

Contractor will guarantee the annual water meter accuracy of the meters replaced as part of this project as listed in Attachment A Scope of Work of the District-wide Meter Replacement and Services Upgrades Project Agreement. Payments for shortfalls will be calculated based on the stipulated baseline billed water consumption and the weighted average meter accuracy as described below:

New Meter Accuracy Guarantee, Annual

Meter Size	Guarantee Year	Guaranteed Accuracy
5/8”	Year 1-5	98.5%
3/4”	Year 1-5	98.5%
1”	Year 1-5	98.5%
1.5”	Year 1-5	98.5%
2”	Year 1-5	98.5%
Large Meters (>3 inches)	Year 1-5	98.5%

If the guarantee is extended beyond the initial 5-year term, the accuracy guarantee will align with manufacturer specification for each meter size

Baseline Conditions:

The baseline billed annual water consumption for the water meters is 1,285,052 CCF, from June 2018 through May 2019 based on consumption data provided by City of Zanesville. This baseline consumption shall be used to calculate the annual financial benefit for the remainder of the guarantee term. Consumption by Meter size is listed in the following table:

Size	Consumption (CCF)	% of Total CCF
5/8" X 3/4"	569269	44.30%
3/4"	1065	0.08%
1	71263	5.55%
1- 1/2"	5093	0.40%
2"	238801	18.58%
3"	185838	14.46%
4"	146195	11.38%
6"	67381	5.24%
8"	147	0.01%
10"	0	0.00%
Total	**1,285,052**	**100.00%**

Baseline Water Rates**:

Service Code	Rate Code	Base up to 2 ccf	2 ccf to 48 ccf	Over 48 ccf
100 - WATER	1 - INSIDE CITY	$11.70	$3.50	$3.00
100 - WATER	2 - OUTSIDE CITY	$17.55	$5.25	$4.50
100 - WATER	7 - MULTI-INSIDE	$21.00	$3.50	$3.00
100 - WATER	8 - MULTI-OUTSIDE	$17.55	$5.25	$4.50
100 - WATER	8-C - MULTI COM OUT	$31.50	$5.25	$4.50
100 - WATER	1-C - INSIDE CITY COM	$21.00	$3.50	$3.00
100 - WATER	1-CMI - COM MIN INSIDE	$21.00		
100 - WATER	1-C-W+ - INSIDE CITY COM-NOT SHARED WITH SEWER	$21.00	$3.50	$3.00
100 - WATER	1-RMI - RES MIN INSIDE	$11.70		
100 - WATER	2-C - OUTSIDE CITY-COM	$31.50	$5.25	$4.50
100 - WATER	2-CW+ - OUTSIDE CITY COM-NOT SHARED WITH SEWER	$31.50	$5.25	$4.50
100 - WATER	2-CMO - COM MIN OUTSIDE	$31.50		
100 - WATER	2-RMO - RES MIN OUTSIDE	$17.55		
100 - WATER	7-C - MULTI COM UNITS	$21.00	$3.50	$3.00
100 - WATER	7-RB - MULTI-INSIDE RESIDENTIAL/BUSINESS	$11.70 / $21.00	$3.50	$3.00

Service Code	Rate Code	Tier 1 ($/CCF)	Tier 2 ($/CCF)
400 - SEWER	0 - MULTI RES IN	$ 3.66	
400 - SEWER	1 - BUSINESS IN	$ 4.29	$ 3.20
400 - SEWER	3 - RESIDENTIAL IN	$ 3.66	
400 - SEWER	3A - RESIDENTIAL IN WATER+NO SEW	$ 3.66	
400 - SEWER	4 - RESIDENTIAL OUT	$ 5.49	
400 - SEWER	5 - MULTI RES IN	$ 3.66	$ -
400 - SEWER	8 - BUSINESS OUT	$ 6.44	$ 4.80
400 - SEWER	8-GLASS - BUSINESS OUT-GLASS	$ 6.44	$ 4.80
400 - SEWER	10 - BUS NO MIN	$ 4.29	$ 3.20
400 - SEWER	A - MO M RES OUT	$ 5.49	
400 - SEWER	UC - MO COMBO 1-R1-B	$ 3.66	

** Base water/sewer rate will escalate at 3% annually

Baseline Meter Accuracy:

Baseline meter accuracy was determined by testing a random sample of meters currently in service. A total of 333 meters were tested by Rainbow Municipal Water District. The breakdown of tested meters by meter size is as follows:

Meter Size	Quantity
5/8 inch	69
1 inch	58
2 inch	25
3 inch	22
4 inch	10
6 inch	10

Each meter was tested per AWWA guidelines at multiple flow rates representing low, medium, and high flow scenarios. The accuracy at each flow rate was then weighted by the AWWA recommended ratio of 15% low flow, 70% medium flow, and 15% high flow. The individual flow accuracies were then added together to determine the weighted accuracy of each individual meter. Following is a sample calculation:

Individual Weighted Meter Accuracy

*IWMA = (LFWF * LFA) + (MFWF * MFA) + (HFWF * HFA)*

Where:

IWMA = Individual Weighted Average Meter Accuracy, in percent.
LFWF = Low flow rate weighting factor = 0.15 per AWWA standard M6.
LFA = Low flow accuracy in percent, per meter testing data.
MFWF = Medium flow rate weighting factor = 0.70 per AWWA standard M6.
MFA = Medium flow accuracy in percent, per meter testing data.
HFWF = High flow rate weighting factor = 0.15 per AWWA standard M6.
HFA = High flow accuracy in percent, per meter testing data.

The sample set was then sorted by meter size and the results averaged to determine an average tested accuracy per meter size. The average tested meter accuracy by meter size is listed in the table below:

Meter Size	Baseline Overall Weighted Accuracy
5/8 inch	96.10%
1 inch	93.10%
2 inch	92.60%
Large Meters	Weight Accuracy 84.19%

Adjustments to Guaranteed Performance- If all or a portion of the proposed scope of work cannot be implemented due to site conditions or Customer requirements, Guaranteed Performance will be adjusted equitably.

Financial Summary

Using the above initial Baseline Rates, Consumption, Weighted System Accuracy, and the annual Guaranteed Weighted System Accuracy, the projected Financial Benefit, Operational Savings, and Capital Avoidance Savings for Measurement Year One is **$ 751,440**

The year one breakdown is as follows:

1. **Meter Accuracy Financial Benefit** **$ 564,606**
2. **Agreed Upon Operational & Maintenance Savings** **$ 186,834**

Meter Accuracy Financial Benefit shall be calculated using the escalated Water Rates or actual water rates, whichever results in greater Financial Benefit. Financial Benefit will be calculated at the end of each Agreement year using the same methodology as was employed to determine the Financial Benefit in the Analysis Report.

Projected Operational / Maintenance Savings

The following dollar savings/cost avoidance values have been agreed to by both parties and will occur as a result of the installation of the project. The sum of these savings/cost avoidance values for each guarantee year will be added to the Financial Benefit for each specific year as noted and will therefore be deemed achieved upon execution of this Agreement

Fiscal Year	O&M Savings
Year 1-20	$ 186,834

Exhibit E
Measurement & Verification

ABM and the Agency agree that the Verified Savings will be determined using the following Measurement and Verification Plan. Through this plan, the Guaranteed Savings generated by the ECM installed in the Facilities will be verified.
Measurement & Verification Plan: ABM and the Agency agree that the Verified Savings by ECM will be determined using the following Measurement & Verification plans further described in this section. Through this plan, the guaranteed savings generated by the ECMs installed in the Facilities will be validated. The M&V methodologies proposed for these ECMs are based on industry standard Measurement and Verification Guidelines.
During the term of the Agreement, ABM may adjust energy savings due to changes in the standards and comforts as described in Exhibit C, building occupancy, weather data, and utility rate schedules, etc. The unit costs of energy will be applied to the energy savings calculated by this M&V plan
The following is a brief overview of the measurement and verification methodologies applicable to the Improvement Measures set forth below. ABM shall apply these methodologies, as more fully detailed in the guidelines and standards of the International Measurement and Verification Protocol (IPMVP) and/or the Federal Energy Management Program (FEMP), in connection with the provision of M&V Services hereunder.

***OPTION A*: PARTIALLY MEASURED RETROFIT ISOLATION**

Measured Project Benefits are determined by partial field measurement of the energy use of the system(s) to which an Improvement Measure was applied separate from the energy use of the rest of the facility. Measurements will be short-term with only one-time measurements before and after the Installation Period.

Partial measurement means that some but not all parameters will be measured. Careful review of the design and installation of Improvement Measures is intended to demonstrate that the stipulated values fairly represent the probable actual values. Engineering calculations using short-term pre and post-retrofit measurements and stipulations are used to calculate Measured Project Benefits for the duration of the Guarantee Term.

The M&V plan for this project does not include a utility bill comparison (known as Option C or Whole Facility monitoring). In this case, Option C would not be cost-effective, requiring extensive ongoing review of equipment not impacted by this project. The ECM's within this Project will generate energy savings that are expected to have minimal variation, so Retrofit Isolation will provide the appropriate level of cost/benefit to the Agency.

Measurement and Verification Activities
The table below details the selected IPMVP protocols for the ECMs identified in this project

Measure	M&V Activity Description
Lighting & Controls	Baseline: Lighting on/off loggers were used to verify the annual burn hours and will be stipulated for the term of the guarantee. Measure the kW for a sample set of fixture types representing 75% of the total connected load. Post-Installation: Measure the kW for a sample set of fixture types representing 75% of the total connected load. The test results will be used to verify the projected post-installation kW/fixture values proposed in the contract and will be used in lieu of annual performance period measurements for the term of the guarantee. Ongoing M&V: Annual visual inspection of fixtures and replacement inventory.
Transformer	Baseline: Transformer energy wastage was calculated based on the transformed type and age Post-installation: Savings will be deemed achieved upon verification of proper installation of new transformers. Ongoing: Annual visual inspection of all scope items.
HVAC Armor	Baseline: Baseline energy usage was calculated based on the EER shown in the appendix Post-Installation: Savings will be deemed achieved based on verification of Armor application and RSO addition. Historical test results from previous application are used to estimate typical savings
HVAC Equipment Replacement	Baseline: Name plate efficiency of the equipment de-rated based on the age Post-Installation: Post installation operational verification of the HVAC equipment. Savings will be deemed based on confirmation that equipment specifications meet design
BAS Upgrades	Baseline: Data Loggers were used to confirm the runtime of the equipment and that data was extrapolated for the entire year to calculate the base energy usage Post-Installation: Key parameters such as set points and schedules will be reviewed to verify that are aligned with the standards of comfort listed in Exhibit B. Should the customer choose to deviate from the design, the full calculated savings amount will be claimed, and any deviation will be quantified and provided in the savings report for informational purposes. On-going: If remote access is provided, buildings schedules will be verified against the scheduled in Exhibit C. No further calculations will be done.

Measurement & Verification of Water Meters

Measurement & Verification Plan: Through this plan, the guaranteed accuracy of the water meters included in the installed scope of work will be validated. The objective of the plan is to quantify the Annual Measured Weighted System Accuracy and compare it to the specific Guaranteed Weighted System Accuracy.

ABM's Guarantee is based solely upon water meter accuracy as determined by testing a statistically valid random sample of water meters operating under normal conditions, which have been replaced pursuant to the contract. No guarantee, express or implied, is provided with respect to any other matters, including, without limitation, the following items (and the effects thereof):

- water system revenue
- water usage/consumption trends
- water rationing programs
- demographic and/or population shifts
- changes in the industrial or commercial base
- regulatory changes
- droughts, floods, rainfall, or other weather or climactic conditions
- water system pressure variations
- non-metered water usage
- failure to collect amounts due for billable consumption
- changes in monthly base charges, monthly allowable minimum base consumption, or monthly
- volume charges
- changes to water and sewer rate schedules
- water quality
- failure of the water system to meet governmental requirements
- improper maintenance or unsound usage of the Improvement Measures or any related equipment
- performance of automatic meter reading equipment
- performance of cellular network or other factors impacting data transmission

Baseline and New meter accuracy to be used from Exhibit D

The difference between the guaranteed Meter Accuracy and the baseline Accuracy will be applied to the baseline billed consumption (provided by RMWD) to calculate the potential financial benefit to City of Zanesville. The calculation will be performed per account to apply the increase in accuracy to the monthly baseline consumption to determine the potential total annual financial benefit.

The maximum annual shortfall as described in Exhibit C of the Contract will be the maximum ABM annual financial obligation to City of Zanesville

Annually, ABM will test a statistically valid random sample of meters to determine the weighted average new meter accuracy. The sample size will be based on a statistical formula utilizing 80% confidence, 20% precision and a Coefficient of Variation (Cv) of 0.5. The quantity of meters tested is outlined in the following table:

Size	5/8”	3/4”	1”	1-1/2”	2” + 2C	3”	4”	6”	8”	10”
Total Population	12023	21	378	22	114	33	21	6	2	3
Test Freq.	Annual	Annual	Annual	Annual	Annual	Annual	Annual	Annual	Annual	Annual
Sample Test Size	11	8	11	8	11	9	8	6	2	3

Meter sizes below 2” will be removed from service and tested on a calibrated test bench. Meter sizes 2” and above will be field tested in place. Tested meters will be returned to the District and restocked to supply replacement meters for subsequent years testing.

Repeat measurements and reporting will be provided annually if Customer renews annual M&V contract. City of Zanesville and ABM agree that the number of meters shown in the District-wide Meter Replacement Project Agreement Attachment “A” Scope of Work constitutes the entire system eligible for upgrades and therefore influences increased billable gallons.

Meter accuracy guarantee is contingent upon Customer providing required manufacturer routine and preventative maintenance on meters.

ABM Building Solutions, LLC		Bundled Energy Solutions Project Agreement	
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BY AND BETWEEN		
ABM Building Solutions, LLC 1817 O'Brien Rd Columbus, OH 43228	AND	City of Zanesville 401 Market St Zanesville, OH 43701
Hereinafter: Contractor		Hereinafter: Customer

PROJECT DESCRIPTION AND LOCATION

Professional Services for energy efficiency improvements for The City of Zanesville, which are individually listed on Attachment A – Scope of Work. Contractor will provide all professional services; engineering; design; procurement; and installation of the infrastructure improvements indicated in Attachment A – Scope of Work (the "Work"), to deliver a complete installation. All Work will be subject to the terms and conditions set forth on Exhibits A and B and Appendix A and B hereto.

The purchase price for the Work will be $11,590,985. The work performed under this Agreement will be substantially complete and ready for Customer's beneficial use within 18 months of Customer's acceptance and Contractor's approval of this Agreement. Customer's acceptance and obligations hereunder are contingent upon and subject to the Customer obtaining financing satisfactory to Customer within forty-five (45) days hereof. Upon timely notification by Customer to Contractor of the inability to obtain financing satisfactory to Customer, this Agreement shall be null and void.; Otherwise, if Customer obtains satisfactory financing or fails to notify Contractor, then this Agreement shall become the valid obligations of both Contractor and Customer.

This proposal is proprietary property of Contractor and is provided for Customer's use only, subject to the requirements of any applicable Open Records Acts. Contractor guarantees the price stated in this Agreement for forty-five (45) days from proposal date above. The proposal will become a binding Agreement only after acceptance by Customer and approval by an officer of Contractor as evidenced by their signatures below. This Agreement, including all Exhibits, Attachments and Appendices hereto, sets forth all the terms and conditions binding upon the parties hereto; and no person has authority to make any claim, representation, promise or condition on behalf of Contractor which is not expressed herein.

ABM Building Solutions, LLC	The City of Zanesville
Signature (Authorized Representative)	Signature (Authorized Representative)
TOM WOODRUFF **Senior VP of ABM Technical Solutions**	
Date	Date

Exhibit A

Terms and Conditions to Project Agreement

The term "Contractor" shall mean and include **ABM Building Solutions, LLC, 1817 O'Brien Rd Columbus, OH 43228**

The term "Customer" shall mean and include **The City of Zanesville, 401 Market St. Zanesville, OH 43701**

The term "Agreement" shall mean the Project Agreement these Terms and Conditions accompany and to which these Terms and Conditions are expressly made a part of.

1. Contractor warrants that the materials and workmanship provided by the Contractor under this Agreement will be free from defects for a period of 12 months after Customer's acceptance or beneficial use of the systems or any portion thereof, whichever is earlier, provided that the Contractor is given prompt written notice of the defect. In addition, if any replacement part or item of equipment proves defective, Contractor will extend to Customer the benefits of any warranty Contractor has received from the manufacturer. Contractor agrees to act on behalf of the Customer for purposes of processing any warranty claims against applicable manufacturers. Such obligation includes only administrative processing and not enforcement. Notwithstanding the above, with regard to the water meters that Contractor will be installing under this Agreement, Customer agrees to look solely to the manufacturer for any warranty claims and shall interact with the manufacturer directly and Contractor will have no involvement or responsibility for warranty claims related to the water meters. Contractor agrees to respond to emergency warranty claims of Customer within 24 hours of call from Customer. Customer shall permit only Contractor's personnel or manufacturer's agent to perform the warranty work unless expressly authorized herein. If Contractor responds to a warranty call made at Customer's request and inspection indicates a condition which is not covered under this Agreement, Contractor may charge Customer at the hourly rate for such services. EXCEPT FOR THE WARRANTIES EXPRESSLY PROVIDED HEREIN, NO OTHER WARRANTIES, EXPRESS OR IMPLIED UNDER LAW, ARE PROVIDED, INCLUDING *NO* WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE EXPRESSLY DISCLAIMED. Customer expressly assumes the risk of, and agrees to hold Contractor harmless from, damage or liability that results from Customer's selection of lighting equipment, whether lights, bulbs, ballasts, or otherwise, or water meters, including the water meter endpoints, that are installed under this Agreement.

2. Equipment that is to be replaced shall maintain a high standard of quality. The Customer shall review all product and manufacturer cut sheets on new equipment that is to be installed. The following shall be a minimum standard of equipment:

    - All equipment provided will meet or exceed the minimum efficiency standards as set forth by the Department of Energy and will comply with all applicable EPA regulations.

    - Badger Water Meters with Cellular Endpoints

3. Contractor shall provide a Performance Bond and Payment Bond in the full amount of the contract price $11,574,056. The costs for said bonds shall be included in the contract price. The Payment and performance Bonds shall be issued by a surety company authorized to do business in the State of Ohio, having a financial strength rating by A.M. Best Company of "A -" or better and shall be delivered to

Customer prior to Contractor ordering any materials or requesting any payment under the terms of this contract. Contractor shall cause the surety company to add First Security Finance as co-obligee on each Surety Bond and shall deliver a certified copy of each Surety Bond to First Security Finance.

4. Customer shall permit Contractor free and timely access to areas and equipment and allow Contractor to start and stop the equipment as necessary to perform the Work. All Work under this Agreement will be performed during the Contractor's normal working hours; except that no Work will interfere with Customer's normal business activities. Contractor shall perform background checks on all employees and sub- contractors who will be working on school property. Contractor agrees to comply with any request from Customer to remove any employee or sub-contractor from school property to the extent permitted by applicable law or collective bargaining agreements.

5. Contractor and Customer agree that all Work required for the Project, including that of all other contractors and subcontractors for the Customer, if applicable, shall be performed in accordance with a schedule of construction activities prepared by Contractor in advance of their commencement. Contractor shall provide a detailed schedule of its activities, their relationship to other activities, and their access requirements and durations, and Contractor agrees to perform such activities with as little disruption to Customer's normal operation as possible. The schedule shall be based upon commencement and completion dates stated in this Agreement. Contractor shall be entitled to an extension of contract time in the event the Work or any part thereof is delayed by any cause beyond Contractor's reasonable control. Such causes include but are not limited to: acts of God or public enemy; compliance with any order, decree, or request of any government authority; acts of declared or undeclared war; sabotage; fire; floods; adverse weather conditions; explosions; accidents; riots; strikes; labor disputes; inability to obtain necessary materials or equipment from normal sources of supply; or any other cause not within the reasonable control of the Contractor.

6. Should Customer and Contractor mutually agree in writing to reduce the scope of work outlined in this agreement, Contractor shall reimburse Customer for work not performed at project completion as mutually agreed upon in writing. If in the judgment of the Customer, Customer would benefit from additional services or retrofits, Customer and Contractor may mutually agree in writing upon such services or retrofits in lieu of reimbursement payment.

7. Any alteration to, or deviation from, this Agreement involving extra work, cost of materials, or labor will become an extra charge (fixed price amount to be negotiated, or on a time-and-material basis at Contractor's rates then in effect) over the sum stated in this Agreement; and must be approved in advance and in writing by Customer, and Customer shall not incur any such extra charge as a result of any negligent act or omission by Contractor.

8. Contractor will not be required to move, replace, or alter any part of the building structure in the performance of this Agreement except as specifically provided for herein.

9. This Agreement does not include responsibility for repair or replacement necessitated by freezing weather, electric power failure, low voltage, burned-out main or branch fuses, low water pressure, vandalism, misuse or abuse of the system(s), requirements of governmental, regulatory or insurance agencies, or other causes beyond control of Contractor.

10. Customer shall make available to Contractor's personnel all pertinent Safety Data Sheets (SDS) pursuant to OSHA's Hazard Communication Standard Regulations.

11. **Asbestos Containing-Materials and Other Hazardous Materials**: Contractor's obligation under this Agreement does not include the identification, abatement or removal of any asbestos products or other hazardous substances. In the event such products or substances are encountered, Contractor's sole obligation will be to notify the Customer of the existence of such products and materials. Contractor shall have the right thereafter to suspend its Work until such products and materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted.

12. **Insurance**. Contractor shall maintain the following insurance: 1) Commercial General Liability insurance with limits for bodily injury and property damage of not less than $2,000,000 per occurrence, $4,000,000 general aggregate; 2) Commercial Automobile Liability insurance with limits of liability for bodily injury and property damage of not less than $5,000,000 combined single limit; 3) Workers' Compensation insurance with statutory limits and with an employer's liability limit of at least $1,000,000 and 4) Excess liability limits of $5,000,000 on above coverages. Contractor has the right to be self-insured where permitted by state law or to provide such coverage subject to a deductible or self-insured retention. Commercial General Liability and Automobile Liability policies shall apply on a primary and noncontributory basis and Customer shall be included as an additional insured under the General Liability and Automobile Liability policies, but only to the extent Customer is indemnified herein. Contractor, Customer and their insurers shall waive all rights of subrogation against one another for property damage claims. Upon request, Contractor will provide Customer with a certificate of insurance describing the coverage provided in accordance with these provisions and 30-day advance notice of cancellation/non-renewal will be provided. **Customer will carry a policy of builder's risk insurance on each building while then subject to the Work, including extended coverage, with limits equal to the replacement value of such building, including equipment installed thereon under this Agreement. Customer shall cause Contractor and its subcontractors to be included as additional insureds under such policy.**

13. Contractor agrees to indemnify, defend, and hold harmless Customer from and against any and all third-party claims, losses, or liabilities for personal injuries or property damages, as well as costs and expenses incurred in the defense thereof (including reasonable attorney's fees), to the extent caused by Contractor's negligence, willful misconduct or other fault of Contractor in the performance of the Work under this Agreement.

14. Intentionally Omitted.

15. **LIMITATION OF LIABILITY.** EXCEPT TO THE EXTENT OF A PARTY'S INDEMNITY OBLIGATIONS FOR THIRD PARTY CLAIMS, UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF BUSINESS OPPORTUNITY OR LOSS OF PROSPECTIVE REVENUE, ARISING OUT OF THIS AGREEMENT OR ANY WORK PERFORMED OR TO BE PERFORMED HEREUNDER.

16. Contractor shall not be liable for any delay, loss, damage or detention caused by acts of God or public enemy; compliance with any order, decree, or request of any government authority; acts of declared or undeclared war; sabotage; fire; floods; adverse weather conditions; explosions; accidents; riots; strikes; labor disputes; inability to obtain necessary materials or equipment from normal sources of supply to the extent such liability is unforeseeable; or any other cause not within the reasonable control of the Contractor.

17. Contractor expressly disclaims any and all responsibility and liability for the indoor air quality of Customer's facility, including without limitation injury or illness to occupants of the facility or third parties, except to the extent of Contractor's adjudicated negligent acts or omissions or willful misconduct. However, nothing contained in the previous sentence shall be construed to affect any specific representation or responsibility of the contractor in regard to the indoor air quality or improvement thereto regarding any facility of the Customer as specifically set forth in this agreement and any attachments or exhibits hereto.

18. Contractor shall have the right to terminate this Agreement upon 1) a material breach by Customer which remains uncured following thirty (30) days written notice or 2) if Customer's facility or the Equipment is condemned or destroyed, in whole or in part and not promptly repaired or replaced in full. Upon such a termination, all obligations of Contractor and the Customer (other than the obligation to make payments already due and payable under this Agreement) will immediately cease.

19. **Dispute Resolution:** Any controversy, claim, counterclaim, or dispute between the parties (or their affiliates) arising out of or relating to this Agreement or the subject matter hereof (including, without limitation, any questions concerning the scope and applicability of this paragraph) shall be attempted to be resolved by mediation. If the mediation fails to resolve the controversy, it shall be finally settled by arbitration held in Franklin County, Ohio with one arbitrator in accordance with Commercial Arbitration Rules of the American Arbitration Association (or any successor to the functions thereof). The arbitrator shall apply the substantive laws of the state of Ohio. Any decision or award of the arbitrator shall be final, binding and conclusive on the parties to this Agreement. The parties agree that any action to compel arbitration pursuant to this Agreement, to confirm any decision or award of the arbitrator, or to enforce any other remedies which may be necessary to effectuate such decision or award, may be brought in the courts for the county of (or judicial districts for) Franklin County, Ohio and in connection with such action to compel the laws of that state (or, as applicable, the Federal Arbitration Act) shall control. The parties hereto hereby consent to the jurisdiction of the arbitrator and of such courts and waive any objection to the jurisdiction or venue of such arbitrator and courts.

20. If applicable, any tax benefits, rebates or deductibles such as, but not limited to, those under section 179D of the Internal Revenue Code regarding the Energy Policy Act of 2005 are assigned to Contractor as part of this Agreement. Customer will use commercially reasonable efforts to assist with executing any necessary documents for Contractor to obtain such benefits.

21. **Payment**. Payment shall be made within thirty (30) days of Customer's receipt of Contractor's invoice. Contractor may terminate this Agreement if any outstanding amounts remain unpaid after delivering thirty (30) days' notice to cure to Customer.

22. **Confidentiality**. (a) As used herein, "Confidential Information" means all information, including this Agreement, that is furnished by a Discloser, its affiliates or subsidiaries, including, but not limited to: business agreements, business secrets, business information, business plans, financial and pricing information, business practices, financial statements and reports, project specifications, projections, schematics and drawings, trade secrets, processes, materials, customer lists, supplier lists, sales volume, territories, markets, current, future or potential acquisitions, technical, production, operational, marketing or sales information or any and all other financial, business, organizational and technological information related to the Discloser's business and/or organization, whether or not such information is specifically marked "Confidential" or other similar legend. "Confidential Information" shall include all writings, notes, memoranda, media made by the Discloser or its employees, agents or servants with respect to such Confidential Information. Notwithstanding the foregoing, the following will not constitute Confidential Information for purposes of this Agreement: (a) information that is or becomes generally available to the public other than as a result of a disclosure by the Recipient or its Representatives, or (b) information that becomes available on a non-confidential basis from a source other than a party to this Agreement and if Recipient has no reason to believe such source was subject to any prohibition against transmitting such information.

(b) Recipient shall use the Confidential Information solely in connection with the Agreement and the Recipient shall not disclose the Confidential Information to any person other than directors, officers, employees, lenders, counsel, representatives or affiliates of Recipient, if any (collectively, "Representatives"), who need to know the Confidential Information in connection with the Agreement. It is understood that (i) such Representatives shall be informed by the Recipient of the confidential nature of the Confidential Information and the requirement that it not be used other than for the purposes described above, (ii) such Representatives shall be required to agree to and be bound by the terms of this Agreement with respect to the confidentiality of such Confidential Information as a condition of receiving the Confidential Information and (iii) in any event, the Recipient shall be responsible for any breach of this Agreement by any of its Representatives. The Confidential Information shall be safeguarded from unauthorized disclosure and shall not be used in any manner by any party except as may be necessary for the purposes set forth herein. The term "person" as used in this Agreement shall be broadly interpreted to include, without limitation, any corporation, company, partnership, individual or other entity.

(c) If the Recipient or its Representatives are requested or required (by oral question, interrogatories, requests for information or documents, subpoena, civil investigative demand, Ohio Open Records Law or similar process) to disclose any Confidential Information, the Recipient will promptly notify Discloser of such request or requirement so that Discloser may seek an appropriate protective order, exemption or waiver in compliance with the provisions of this Agreement. If, in the absence of a protective order or the receipt of an exemption or waiver hereunder, the Recipient or its Representatives are, in the written opinion of counsel, compelled to disclose the Confidential Information or else stand liable for contempt or suffer other censure or significant penalty, the Recipient may disclose only such of the Confidential Information to the party compelling disclosure as is required by law.

(d) The obligations under this Section will survive any termination or expiration of this Agreement indefinitely.

23. **No Partnership**. Nothing in this Agreement shall (i) be deemed to constitute a partnership in law between the parties, (ii) constitute any party the agent of the other for any purpose or (iii) entitle any party to commit or bind the other (or any member of its respective group) in any manner.

24. **Counterparts**. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

25. **Entire Agreement and Disclaimer of Reliance**. This Agreement constitutes the entire understanding and agreement of the parties with respect to its subject matter and any and all prior agreements, understandings or representations with respect to its subject matter in this agreement terminated and canceled in their entirety and are of no further force or effect. The parties represent that they have not relied on any promise, representation, or warranty, express or implied, not contained in this Agreement, and any such reliance is hereby disclaimed.

26. **No Third-Party Rights**. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties and their respective successors and assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third person to any party to this Agreement, nor shall any provision give any third person any right of subrogation or action over or against any party to this Agreement.

27. **Legal Capacity**. Each of the parties and signatories to this Agreement has the full right, power, legal capacity and authority to enter into and perform the party's respective obligations under this Agreement, and no approvals or consents of any other person are necessary in connection with that authority.

28. **Successors and Assigns**. All of the terms and provisions contained in this Agreement shall inure to the benefit of and shall be binding upon the parties to this Agreement and their respective heirs, legal representatives, successors and assigns. No party may assign, transfer, or novate any of its rights and obligations either in whole or in part to any other person or entity without the written consent of the other.

29. **Further Assurances**. Each of the parties to this Agreement shall execute and deliver any and all additional papers, documents and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of their obligations under this Agreement to carry out the intent of the parties to this Agreement.

30. **Intentionally Omitted**.

31. **Independent Counsel**. All of the parties warrant and represent that they have been advised that they should be represented by counsel of their own choosing in the preparation and analysis of this Agreement; that they have been represented by independent counsel or have had the opportunity to be represented by independent counsel; and that they have read this Agreement with care and believe that they are fully aware of and understand its contents and its legal effect.

Attachment A
Scope of Work

City Hall

ECM-1.1: Boiler Plant Upgrades

ABM will replace (1) the existing boilers. Equipment to be replaced consists of:

- One (1) existing Peerless boiler will be removed and replaced with two (2) new 1,000,000 BTUH Lochinvar (or equivalent) condensing boilers.

This installation shall include the following:

- Removal and disposal of one existing boiler and two circulating pumps.
- Installation of the new boilers/boiler pumps and circulation pumps to provide a properly working system.
- Necessary piping and piping accessories.
- Installation of new flue from new boilers as necessary to meet local code requirements.
- Electrical service to disconnect and reconnect the equipment.
- Insulation of all new piping.
- Test and balance of the new boilers and pumps.
- Project includes warranty and system training.

ECM-3.1: BAS Upgrades - Boiler Controller Upgrade

1. Furnish and install and install Network hardware including:
   - Furnish and install new JACE, along with graphical interface, alarming and trending of new boiler plant.
   - NOTE: network connection and IP address to be provided by owner's IT professionals as discussed.

2. DDC control work associated with new boiler plant to include:
3. Furnish and install new control panel.
4. Field wiring of (2) new boilers
5. Field wiring to (2) secondary VFD's to pick up command, output, alarm, status.
6. Furnish and wire (4) new well temperature sensors (wells installed in piping by Mech ABM).
7. Furnish and install (1) new outside air temp sensor to be used for outdoor air reset.
8. From our control panel, we will send the lead boiler a on/off command (dry contact) and 2-10 vdc setpoint request.
   - Field wiring from a system supply temp sensor (installed in pipe by ABM) to the lead boiler.
   - Field wiring from each boiler panel to each boiler pump (boiler will control it).
   - Field wire boiler communication wires between each of the two boiler panels.
   - BACnet MS/TP to each boiler to integrate them into the system.

9. Integration of existing wireless sensors and radiant heat valves (4 total).

ECM-4.1: HVAC Upgrades - Replace 2 split systems

Replace two existing (2) split systems, (1) 3-ton IT Unit and (1) 4-ton Utility Billing units. Existing split system units will be replaced with one (1) new, 3 ton and (1) new 5-ton unit.

- This installation shall include the following:
- Removal and disposal of the existing equipment.
- Refrigerant reclaim and disposal.
- Installation of the new split system units to provide a properly working system.
- Disconnect electrical service to existing equipment and reconnect the new equipment.
- Project includes warranty and system training.

ECM-4.2 : HVAC Armor

ABM will provide an HVAC Armor coating & add refrigerant ABM shall perform HVAC Armor on the following equipment:

Building	Manufacturer	Model	Serial	Type	Nominal Tons
City Hall	Bryant	113ANA042	2512E34265	Split-System	3.5
City Hall	Bryant	113ANA060	2013E28263	Split-System	5
City Hall	Payne			Split-System	3

The scope of work shall include the following:

- Provide general clean-up of the split system condenser coils
- Disassemble equipment to perform deep clean of condenser coils, removing final materials in coils and corrosion
- Straighten all coil fins
- Apply HVAC Armor coating to the condenser coils both from the outside and from the inside of the coil
- Assemble and ensure equipment is operating

ECM-5C: Lighting Upgrades – LED Direct Voltage

Most lighting will be retrofitted or replaced. The fixtures not included are either efficient technology or there is no viable replacement available. These excluded fixtures can include fixtures already utilizing compact fluorescent bulbs or LED sources.

Please see Appendix C for the detailed lighting scope for each building

ECM-6.1: Building Envelope Upgrades - Air Infiltration

ABM shall perform various building envelope modifications to reduce the infiltration and exfiltration of air into and out of the building. Listed below are the details for these modification

Facility Name	Existing Description	Upgraded Description	Quantity (Existing)	Length (ft)	Height (ft)
City Hall	Penetration	Add Rigid Insulation-Spray Foam - Soffit	1	6.25	0.0104
City Hall	Penetration	Add Rigid Insulation-Spray Foam - Soffit	2	3.83	0.0104
City Hall	Penetration in the Wall	Insulate Sprayfoam-Penetration Wall	1	10.00	0.0104
City Hall	Penetration in the Wall	Insulate Sprayfoam-Penetration Wall	1	0.50	0.0104
City Hall	Existing Door	Replace Weatherstripping-Vertical Sweep-Do	1	6.00	7.00
City Hall	Penetration	Add Fiberglass Insulation-Spray Foam-Penetra	1	1.33	0.0104
City Hall	Penetration Pipe	Insulate Sprayfoam-Pipe- Wall	1	0.25	0.0104
City Hall	Penetration Pipe	Insulate Sprayfoam-Pipe- Wall	1	0.08	0.0104
City Hall	Penetration Pipe	Insulate Sprayfoam-Pipe- Wall	1	0.25	0.0104
City Hall	Penetration Pipe	Insulate Sprayfoam-Pipe- Wall	1	0.04	0.0104
City Hall	Penetration Pipe	Insulate Sprayfoam-Pipe- Ceiling	1	0.25	0.0104
City Hall	Penetration Vent	Insulate Sprayfoam-Wall-Wood - Vent	1	8.71	0.0104
City Hall	Existing Door	Replace Weatherstripping-Vertical Sweep-Do	1	6.00	7.00
City Hall	Existing Door	Replace Weatherstripping-Door Sweep	1	3.00	6.71
City Hall	Penetration in the Wall	Insulate Sprayfoam-Penetration Wall	1	0.50	0.0104
City Hall	Penetration	Add Rigid Insulation-Spray Foam - Pipe Chase	1	2.00	0.17
City Hall	Existing Door	Replace Weatherstripping-Door Sweep	1	3.67	7.25
City Hall	Existing Door	Replace Weatherstripping-Door Sweep	1	3.00	6.25
City Hall	Existing Door	Replace Weatherstripping-Door Sweep	1	3.00	6.25
City Hall	Existing Door Penetratior	Add Fabricate - Metal Cover-Seal	1	4.33	0.00
City Hall	Existing Door Penetratior	Add Fabricate - Metal Cover-Seal	1	3.00	0.00
City Hall	Existing Door Penetratior	Add Fabricate - Metal Cover-Seal	1	4.33	0.00
City Hall	Existing Door Penetratior	Add Fabricate - Metal Cover-Seal	1	3.00	0.00
City Hall	Penetration Pipe	Insulate Sprayfoam-Pipe- Ceiling	2	1.04	0.0104
City Hall	Penetration in the Wall	Add Cover - Seal - Penetration Wall	1	1.33	0.04
City Hall	Penetration Pipe	Insulate Sprayfoam-Pipe- Ceiling	2	1.04	0.0104
City Hall	Penetration Pipe	Insulate Sprayfoam-Pipe- Ceiling	1	1.92	0.0104
City Hall	Penetration	Add Drywall - Seal - Ceiling	1	2.67	0.0104
City Hall	Penetration Pipe	Insulate Sprayfoam-Pipe- Wall	2	0.25	0.0104
City Hall	Penetration Pipe	Insulate Sprayfoam-Pipe- Wall	2	0.42	0.0104
City Hall	Penetration Pipe	Insulate Sprayfoam-Pipe- Wall	2	0.67	0.0104
City Hall	Penetration Pipe	Insulate Sprayfoam-Pipe- Wall	2	0.42	0.0104
City Hall	Penetration Pipe	Insulate Sprayfoam-Pipe- Ceiling	2	0.25	0.0104
City Hall	Penetration Pipe	Insulate Sprayfoam-Pipe- Ceiling	2	1.04	0.0104
City Hall	Penetration Pipe	Insulate Sprayfoam-Pipe- Ceiling	3	0.50	0.0104
City Hall	Penetration Pipe	Insulate Sprayfoam-Pipe- Ceiling	2	0.83	0.0104
City Hall	Penetration Pipe	Insulate Sprayfoam-Pipe- Ceiling	1	1.33	0.0104
City Hall	Penetration Pipe	Insulate Sprayfoam-Pipe- Ceiling	1	1.67	0.0104
City Hall	Penetration Vent	Clear Caulk - Penetration Vent-Window	1	1.75	0.0104
City Hall	Existing Door	Replace Weatherstripping-Door Sweep	1	3.00	6.71
City Hall	Penetration in the Wall	Insulate Sprayfoam-Penetration Wall - Stairs	1	5.46	0.0104
City Hall	Penetration in the Wall	Insulate Sprayfoam-Penetration Wall - Stairs	1	3.63	0.0104
City Hall	Penetration	Add Fabricate - Cover-Seal-Penetration Wall	1	3.00	0.33
City Hall	Penetration	Add Fabricate - Cover-Seal-Penetration Wall	1	2.00	0.33
City Hall	Penetration Vent	Clear Caulk - Penetration Vent-Window	1	1.75	0.0104
City Hall	Penetration Vent	Insulate Sprayfoam-Ductwork-Wall	1	2.21	0.0104
City Hall	Existing Door	Replace Weatherstripping-Door Sweep	1	3.00	7.00
City Hall	Existing Door	Replace Weatherstripping-Door Sweep	1	3.50	7.00
City Hall	Existing Door	Replace Weatherstripping-Vertical Sweep-Do	1	6.00	7.00
City Hall	Penetration Vent	Insulate Sprayfoam-Penetration Vent - Wall	1	1.71	0.0104
City Hall	Penetration Vent	Add Fabricate - Cover-Seal	1	7.50	0.0104

ECM-6.2: Building Envelope Upgrades - Window Replacement

ABM proposed to replace 1762 sq-ft of widows for City Hall with an existing U -value of 1.12 and Solar heat gain coefficient (SHGC) of 0.78 with high efficiency window with U-value of 0.29 and SHGC of 0.45. The low U-value windows will help with both heating and cooling savings for this facility

Fire Station - Eppley

ECM-5C: Lighting Upgrades – LED Direct Voltage

Most lighting will be retrofitted or replaced. The fixtures not included are either efficient technology or there is no viable replacement available. These excluded fixtures can include fixtures already utilizing compact fluorescent bulbs or LED sources.

Please see Appendix C for the detailed lighting scope for each building

ECM-6.1: Building Envelope Upgrades - Air Infiltration

ABM shall perform various building envelope modifications to reduce the infiltration and exfiltration of air into and out of the building. Listed below are the details for these modifications

Facility Name	Existing Description	Upgraded Code Description	Quantity (Existing)	Length (ft)	Height (ft)
Eppley	Beam Pocket	Insulate Sprayfoam - Wall - Pocket	14	0.50	0.0104
Eppley	Existing Door	Replace Weatherstripping-Door Sweep	1	3.00	7.00
Eppley	Existing Door	Replace Weatherstripping-Door Sweep	1	3.00	7.00
Eppley	Existing Door	Replace Weatherstripping-Door Sweep	1	3.00	7.00
Eppley	Existing Door	Replace Weatherstripping-Door Sweep	1	3.00	7.00
Eppley	Existing Door	Replace Weatherstripping-Door Sweep	1	3.33	7.19
Eppley	Wall to Ceiling	Insulate Sprayfoam-Wall-Ceiling	1	67.70	0.0104
Eppley	Existing Door	Replace Weatherstripping-Door Sweep	1	3.00	7.08
Eppley	Existing Door	Replace Weatherstripping-Door Sweep	1	3.00	7.00
Eppley	Existing Door	Replace Weatherstripping-Door Sweep	1	3.00	7.00
Eppley	Existing Door	Replace Weatherstripping-Door Sweep	1	3.00	7.00
Eppley	Existing Door	Replace Weatherstripping-Door Sweep	1	3.00	7.00
Eppley	Existing Door	Replace Weatherstripping-Door Sweep	2	3.00	7.00
Eppley	Penetration Pipe	Insulate Sprayfoam-Pipe- Wall	2	0.33	0.0104
Eppley	Penetration Pipe	Insulate Sprayfoam-Pipe- Wall	2	1.00	0.0104
Eppley	Penetration Pipe	Insulate Sprayfoam-Pipe- Wall	1	0.33	0.0104
Eppley	Penetration Pipe	Insulate Sprayfoam-Pipe- Wall	1	0.50	0.0104
Eppley	Energy Wall	Add Energy Wall - Seal	1	7.04	0.0104
Eppley	Existing Door	Replace Weatherstripping-Door Sweep	1	3.00	7.13
Eppley	Existing Door	Replace Weatherstripping-Door Sweep	1	3.00	7.00
Eppley	Penetration Vent	Insulate Sprayfoam-Ductwork-Wall	1	8.70	0.0104
Eppley	Penetration	Insulate Sprayfoam-Beam-Pocket-Wall	1	1.00	0.0104
Eppley	Existing Garage Door	Replace Weatherstripping-Overhead Garage D	3	38.00	0.01
Eppley	Penetration	Add Rigid Insulation-Spray Foam - Soffit	1	18.40	0.0104
Eppley	Penetration	Add Rigid Insulation-Spray Foam - Soffit	1	6.96	0.0104
Eppley	Energy Wall	Add Energy Wall - Seal	1	7.04	0.0104
Eppley	Existing Door	Replace Weatherstripping-Door Sweep	1	3.00	7.13
Eppley	Existing Garage Door	Replace Weatherstripping-Overhead Garage D	3	38.00	0.01
Eppley	Beam Pocket	Insulate Sprayfoam - Wall - Pocket	14	0.50	0.0104
Eppley	Wall to Ceiling	Insulate Sprayfoam-Wall-Ceiling	1	61.90	0.0104

Fire Station - Leonard

ECM-5C: Lighting Upgrades – LED Direct Voltage

Most lighting will be retrofitted or replaced. The fixtures not included are either efficient technology or there is no viable replacement available. These excluded fixtures can include fixtures already utilizing compact fluorescent bulbs or LED sources. The following are the type of retrofits being performed

Please see Appendix C for the detailed lighting scope for each building

ECM-6.1: Building Envelope Upgrades - Air Infiltration

ABM shall perform various building envelope modifications to reduce the infiltration and exfiltration of air into and out of the building. Listed below are the details for these modifications

Facility Name	Existing Description	Upgraded Code Description	Quantity (Existing)	Length (ft)	Height (ft)
Firehouse South	Existing Door	Replace Weatherstripping-Door Sweep	2	3.00	7.00
Firehouse South	Penetration in the Wall	Clear Caulk-Door -Frame-Wall	1	17.00	0.0104
Firehouse South	Existing Door	Replace Weatherstripping-Door Sweep	2	3.00	7.00
Firehouse South	Wall to Penetration Metal Pan Roof	Insulate Sprayfoam-Wall-Penetration Me	1	13.00	0.0104
Firehouse South	Penetration in the Wall	Clear Caulk-Door -Frame-Wall	1	17.00	0.0104
Firehouse South	Existing Garage Door	Replace Weatherstripping-Overhead Gar	6	34.00	0.01
Firehouse South	Existing Door	Replace Weatherstripping-Door Sweep	1	3.00	7.00
Firehouse South	Existing Door	Replace Weatherstripping-Door Sweep	1	3.00	7.00
Firehouse South	Existing Door	Replace Weatherstripping-Door Sweep	1	3.00	7.00
Firehouse South	Existing Door	Replace Weatherstripping-Door Sweep	1	3.00	7.00
Firehouse South	Existing Door	Replace Weatherstripping-Door Sweep	2	3.00	7.00
Firehouse South	Wall to Ceiling	Insulate Sprayfoam-Wall-Ceiling	1	8.80	0.0104

Parks & Rec - Main Building

ECM-5C: Lighting Upgrades – LED Direct Voltage

Most lighting will be retrofitted or replaced. The fixtures not included are either efficient technology or there is no viable replacement available. These excluded fixtures can include fixtures already utilizing compact fluorescent bulbs or LED sources.

Please see Appendix C for the detailed lighting scope for each building

Street Maintenance/Sanitation

ECM-4.2: HVAC Armor

ABM will provide an HVAC Armor coating & add refrigerant ABM shall perform HVAC Armor on the following equipment:

Building	Manufacturer	Model	Serial	Type	Nominal Tons
Street Maintenance	Bryant	113ANA036	3714E10362	Split-System	3
Street Maintenance	Bryant	113ANA036	3413E04227	Split-System	3

The scope of work shall include the following:

- Provide general clean-up of the split system condenser coils
- Disassemble equipment to perform deep clean of condenser coils, removing final materials in coils and corrosion
- Straighten all coil fins
- Apply HVAC Armor coating to the condenser coils both from the outside and from the inside of the coil
- Assemble and ensure equipment is operating

ECM-5C: Lighting Upgrades – LED Direct Voltage

Most lighting will be retrofitted or replaced. The fixtures not included are either efficient technology or there is no viable replacement available. These excluded fixtures can include fixtures already utilizing compact fluorescent bulbs or LED sources.

Please see Appendix C for the detailed lighting scope for each building

Police Annex

ECM-4.2: HVAC Armor

ABM will provide an HVAC Armor coating & add refrigerant ABM shall perform HVAC Armor on the following equipment:

Building	Manufacturer	Model	Serial	Type	Nominal Tons
Police Annex	Trane	YCH180B3HOHB	708101356D	Package Unit	15

The scope of work shall include the following:

- Provide general clean-up of the split system condenser coils
- Disassemble equipment to perform deep clean of condenser coils, removing final materials in coils and corrosion
- Straighten all coil fins
- Apply HVAC Armor coating to the condenser coils both from the outside and from the inside of the coil
- Assemble and ensure equipment is operating

ECM-5C: Lighting Upgrades – LED Direct Voltage

Most lighting will be retrofitted or replaced. The fixtures not included are either efficient technology or there is no viable replacement available. These excluded fixtures can include fixtures already utilizing compact fluorescent bulbs or LED sources.

Please see Appendix C for the detailed lighting scope for each building

ECM-6.1: Building Envelope Upgrades - Air Infiltration

ABM shall perform various building envelope modifications to reduce the infiltration and exfiltration of air into and out of the building. Listed below are the details for these modifications

Facility Name	Existing Description	Upgrade Description	Quantity (Existing)	Length (ft)	Height (ft)
Police Annex	Penetration	Add Fabricate - Cover-Seal-Penetration Wi	4	10.00	0.0104
Police Annex	Penetration Window	Clear Caulk - Window - Frame	4	46.25	0.0104
Police Annex	Penetration Window	Clear Caulk - Window - Frame	4	6.00	0.0104
Police Annex	Existing Door	Replace Weatherstripping-Vertical Sweep-	1	6.00	7.00
Police Annex	Penetration Window	Clear Caulk - Wood -Wall	4	1.21	0.0104
Police Annex	Missing Insulation	Add Blow-Cellulose - Insulation	1	30.00	67.00
Police Annex	Existing Door	Replace Weatherstripping-Door Sweep	1	3.00	7.00
Police Annex	Penetration Vent	Add Fabricate - Cover-Vent-Seal	1	10.50	0.0104
Police Annex	Wall to Beam-Beam Ceiling	Insulate Sprayfoam - Wall - Beam - Ceiling	1	10.40	0.0104
Police Annex	Existing Door	Replace Weatherstripping-Door Sweep	1	2.42	7.00
Police Annex	Penetration Pipe	Insulate Sprayfoam-Pipe- Wall - Exterior	1	0.33	0.0104
Police Annex	Existing Door	Replace Weatherstripping-Door Sweep	1	3.00	7.00
Police Annex	Existing Door Penetration	Replace Weatherstripping-Astragal-Door Sv	1	20.17	0.01
Police Annex	Existing Garage Door	Replace Weatherstripping-Overhead Garag	1	22.17	0.01
Police Annex	Penetration Pipe	Add Fiberglass Insulation-Spray Foam-Pipe	1	1.00	0.0104
Police Annex	Penetration Vent	Insulate Sprayfoam-Vent - Wall	1	2.08	0.0104
Police Annex	Penetration Pipe	Insulate Sprayfoam-Pipe- Wall	1	0.25	0.0104
Police Annex	Penetration Pipe	Insulate Sprayfoam-Pipe- Wall	1	1.17	0.0104
Police Annex	Penetration in the Wall	Insulate Sprayfoam-Wall-Ceiling	2	7.17	0.0104
Police Annex	Existing Door Penetration	Replace Weatherstripping-Astragal-Door Sv	1	20.17	0.01
Police Annex	Penetration in the Wall	Insulate Sprayfoam-Penetration Wall	3	64.00	0.0104
Police Annex	Missing Insulation	Add Fiberglass Insulation - Drywall - Seal	1	3.00	1.67
Police Annex	Penetration in the Wall	Insulate Sprayfoam-Wall-Soffit	1	25.50	0.0104
Police Annex	Penetration Vent	Add Fabricate - Metal Cover-Seal	1	3.00	1.00
Police Annex	Penetration Vent	Add Fabricate - Metal Cover-Seal - Exterior	2	17.00	0.0104
Police Annex	Penetration in the Wall	Clear Caulk-Brick-Wall-Weatherstripping	3	16.42	0.0104
Police Annex	Penetration in the Wall	Insulate Sprayfoam-Door Frame - Wall - Ext	1	7.00	0.02
Police Annex	Penetration	Add Fabricate - Cover-Seal	1	3.33	0.33

Safety Building / Jail

ECM-3.1: BAS Upgrades -Controls

ABM will perform re-programming of the building automation system for the following control strategies:

- Reprogram Zone Setpoint
- Economizer Programming Sequence.
- Discharge Air Reset based on OA.
- Reset the Boiler and Chiller enable Setpoints.

ECM-4.1: Replace (6) Split Systems and (1) Rooftop

- Replace six existing (6) split systems and one (1) rooftop unit with new equipment. New units will be same size as existing. Units to be replace are listed below:
    - Police Chief unit – 5 ton
    - Break/Briefing unit – 5 ton

- Probation Office unit – 1.5 ton
- Court Records unit – 3.5 ton
- Records unit – 4 ton
- Fire Dept. Chief/Secretary – 2.5 ton
- Detective Rooftop – 6 ton

This installation shall include the following:

- Removal and disposal of the existing equipment.
- Refrigerant reclaim and disposal.
- Installation of the new split system units to provide a properly working system.
- Disconnect electrical service to existing equipment and reconnect the new equipment.
- Project includes warranty and system training.

ECM-4.2: HVAC Armor

ABM will provide an HVAC Armor coating & add refrigerant ABM shall perform HVAC Armor on the following equipment:

Building	Manufacturer	Model	Serial	Type	Nominal Tons
Safety Building	Bryant	580JP06A115A	3012C79204	Package Unit	5
Safety Building	Bryant	580JP06A115A	2913C68910	Package Unit	5

The scope of work shall include the following:

- Provide general clean-up of the split system condenser coils
- Disassemble equipment to perform deep clean of condenser coils, removing final materials in coils and corrosion
- Straighten all coil fins
- Apply HVAC Armor coating to the condenser coils both from the outside and from the inside of the coil
- Assemble and ensure equipment is operating

ECM-5C: Lighting Upgrades – LED Direct Voltage

Most lighting will be retrofitted or replaced. The fixtures not included are either efficient technology or there is no viable replacement available. These excluded fixtures can include fixtures already utilizing compact fluorescent bulbs or LED sources.

Please see Appendix C for the detailed lighting scope for each building

ECM-6.1: Building Envelope Upgrades - Air Infiltration

ABM shall perform various building envelope modifications to reduce the infiltration and exfiltration of air into and out of the building. Listed below are the details for these modifications

Facility Name	Existing Description	Upgrade Description	Quantity (Existing)	Length (ft)	Height (ft)
Public Safety Building	Existing Door	Replace Weatherstripping-Door Sweep	2	3.00	7.00
Public Safety Building	Energy Wall	Add Energy Wall - Spray Foam	1	48.20	0.02
Public Safety Building	Energy Wall	Add Energy Wall - Spray Foam	1	0.96	0.02
Public Safety Building	Energy Wall	Add Energy Wall - Spray Foam	1	133.60	0.0104
Public Safety Building	Penetration Window	Clear Caulk - Penetration -Window - Beam	1	1.88	0.0104
Public Safety Building	Beam Pocket	Insulate Sprayfoam-Beam-Pocket	4	0.67	0.0104
Public Safety Building	Beam Pocket	Insulate Sprayfoam-Beam-Pocket	5	3.92	0.0104
Public Safety Building	Wall to Beam-Beam Ceiling	Insulate Sprayfoam - Wall - Beam - Ceiling	1	22.20	0.0104
Public Safety Building	Penetration Window	Insulate Sprayfoam-Penetration Wall - Beam	1	1.88	0.0104
Public Safety Building	Existing Door Penetration	Replace Weatherstripping-Vertical Sweep-Door Sweep	1	27.13	0.01
Public Safety Building	Wall to Beam-Beam Ceiling	Insulate Sprayfoam-Wall-Beam-Penetration Metal Pan Roof	1	44.30	0.0104
Public Safety Building	Penetration Window	Clear Caulk - Penetration -Window - Beam	1	1.88	0.0104
Public Safety Building	Penetration Window	Clear Caulk - Penetration -Window - Beam	1	1.88	0.0104
Public Safety Building	Penetration Window	Clear Caulk - Penetration -Window - Beam	1	1.88	0.0104
Public Safety Building	Penetration Window	Clear Caulk - Penetration -Window - Beam	1	1.88	0.0104
Public Safety Building	Penetration	Insulate Sprayfoam-Penetration Wall - Beam	1	4.17	0.0104
Public Safety Building	Wall to Beam-Beam Ceiling	Insulate Sprayfoam - Wall - Beam - Ceiling	1	133.60	0.0104
Public Safety Building	Penetration Window	Clear Caulk - Penetration -Window - Beam	1	1.88	0.0104
Public Safety Building	Penetration Window	Clear Caulk - Penetration -Window - Beam	1	1.88	0.0104
Public Safety Building	Penetration Window	Clear Caulk - Penetration -Window - Beam	1	1.88	0.0104
Public Safety Building	Penetration Window	Clear Caulk - Penetration -Window - Beam	1	1.88	0.0104
Public Safety Building	Penetration Window	Clear Caulk - Penetration -Window - Beam	1	1.88	0.0104
Public Safety Building	Existing Door	Replace Weatherstripping-Door Sweep	1	3.67	7.00
Public Safety Building	Existing Door	Replace Weatherstripping-Vertical Sweep-Door Sweep	1	6.00	7.00
Public Safety Building	Existing Door	Replace Weatherstripping-Vertical Sweep-Door Sweep	1	6.00	7.00
Public Safety Building	Existing Door	Replace Weatherstripping-Door Sweep	1	3.00	7.00
Public Safety Building	Beam Pocket	Insulate Sprayfoam-Beam-Pocket-Wall	7	0.67	0.0104
Public Safety Building	Wall to Ceiling	Add Fiberglass Insulation-Spray Foam- Wall - Ceiling	1	58.00	0.0104
Public Safety Building	Penetration	Insulate Sprayfoam-Penetration Wall - Exterior	1	0.25	0.0104
Public Safety Building	Existing Door	Replace Weatherstripping-Door Sweep	1	3.00	7.00
Public Safety Building	Wall to Penetration Metal Pan Roof	Insulate Sprayfoam-Wall-Penetration Metal Pan Roof	1	74.90	0.0104
Public Safety Building	Wall to Ceiling	Add Fiberglass Insulation-Spray Foam- Wall - Ceiling	1	58.00	0.0104
Public Safety Building	Beam Pocket	Insulate Sprayfoam-Beam-Pocket-Wall	7	0.67	0.0104
Public Safety Building	Existing Garage Door	Replace Weatherstripping-Overhead Garage Door	6	3.17	0.01
Public Safety Building	Existing Door	Replace Weatherstripping-Door Sweep	1	3.50	7.00
Public Safety Building	Wall to Beam-Beam Ceiling	Insulate Sprayfoam-Wall-Beam-Penetration Metal Pan Roof	1	22.20	0.0104
Public Safety Building	Wall to Beam-Beam Ceiling	Insulate Sprayfoam - Wall - Beam - Ceiling	1	28.00	0.0104
Public Safety Building	Existing Door	Replace Weatherstripping-Door Sweep	2	3.00	7.00

ECM-6.2: Building Envelope Upgrades - Window Replacement

ABM proposed to replace 686 sq-ft of widows for Jail with an existing U -value of 1.14 and Solar heat gain coefficient (SHGC) of 0.70 with high efficiency window with U-value of 0.29 and SHGC of 0.45. The low U-value windows will help with both heating and cooling savings for this facility

ECM 12 – Transformer Upgrades

ABM will replace the below listed existing inefficient transformers with state-of-the-art, energy efficient transformers. All required enclosures and fencing are included.

Transformer Count	Tag Number	Location ID or Room #	Proposed Transformer	Existing kVA
1	66012	Basement Mech Rm	E-Saver-80R	30
2	66013	Mech Basement Rm	E-Saver-80R	112.5

Secrest Auditorium

ECM-3.1 : BAS Upgrade (ECON)

ABM will perform re-programming of the building automation system for the following control strategies:

- Reprogram the CHW pump sequence
- Reprogram the AHU chilled water valve controls
- Economizer Programming Sequence.
- Discharge Air Reset based on OA.
- Reset the Boiler and Chiller enable Setpoints.

ECM-5C: Lighting Upgrades – LED Direct Voltage

Most lighting will be retrofitted or replaced. The fixtures not included are either efficient technology or there is no viable replacement available. These excluded fixtures can include fixtures already utilizing compact fluorescent bulbs or LED sources.

Please see Appendix C for the detailed lighting scope for each building

ECM-6.1: Building Envelope Upgrades - Air Infiltration

ABM shall perform various building envelope modifications to reduce the infiltration and exfiltration of air into and out of the building. Listed below are the details for these modifications

Facility Name	Existing Description	Upgrade Description	Quantity (Existing)	Length (ft)	Height (ft)
Secrest Auditorium	Penetration in the Wall	Insulate Sprayfoam-Sheet Metal - Wall	1	3.17	0.0104
Secrest Auditorium	Penetration in the Wall	Insulate Sprayfoam-Door-Frame -Wall	1	13.67	0.02
Secrest Auditorium	Existing Door	Replace Weatherstripping-Vertical Sweep-Door Sweep	2	6.00	7.00
Secrest Auditorium	Wall to Ceiling	Insulate Sprayfoam-Wall-Ceiling	1	50.60	0.0104
Secrest Auditorium	Wall to Penetration Metal Pan Roof	Insulate Sprayfoam-Wall-Penetration Metal Pan Roof	1	7.45	0.0104
Secrest Auditorium	Existing Garage Door	Replace Weatherstripping-Overhead Garage Door	1	34.00	0.01
Secrest Auditorium	Existing Door	Replace Weatherstripping-Vertical Sweep-Door Sweep	1	6.00	7.00
Secrest Auditorium	Existing Door	Replace Weatherstripping-Vertical Sweep-Door Sweep	2	6.00	7.00
Secrest Auditorium	Existing Door	Replace Weatherstripping-Vertical Sweep-Door Sweep	1	6.00	7.00
Secrest Auditorium	Existing Door	Replace Weatherstripping-Door Sweep	1	3.00	7.00
Secrest Auditorium	Existing Door	Replace Weatherstripping-Vertical Sweep-Door Sweep	1	10.00	7.00
Secrest Auditorium	Existing Door	Replace Weatherstripping-Vertical Sweep-Door Sweep	1	6.00	7.00
Secrest Auditorium	Existing Door	Replace Weatherstripping-Vertical Sweep-Door Sweep	2	6.00	7.00
Secrest Auditorium	Wall to Penetration Metal Pan Roof	Insulate Sprayfoam-Wall-Penetration Metal Pan Roof	1	12.40	0.0104
Secrest Auditorium	Penetration Pipe	Insulate Sprayfoam-Pipe- Wall	5	1.33	0.0104
Secrest Auditorium	Penetration Pipe	Insulate Sprayfoam-Pipe- Wall	2	2.17	0.0104
Secrest Auditorium	Wall to Ceiling	Insulate Sprayfoam-Wall-Ceiling	1	50.60	0.0104

ECM 12 – Transformer Upgrades

ABM will replace the below listed existing inefficient transformers with state-of-the-art, energy efficient transformers. All required enclosures and fencing are included.

Transformer Count	Tag Number	Location ID or Room #	Proposed Transformer	Existing kVA
1	66011	Main Elec/ Storage Room	E-Saver-80R	225

Light/Traffic Building

ECM-4.1: HVAC Upgrades - Replace 1 split + 1 H&V unit

Replace two existing (1) split systems, heating only unit and. Existing split system units will be replaced with one (1) new 3-ton split system and (1) new heating only unit.

- This installation shall include the following:
- Removal and disposal of the existing equipment.
- Refrigerant reclaim and disposal.
- Installation of the new split system and heating only units to provide a properly working system.
- Disconnect electrical service to existing equipment and reconnect the new equipment.
- Project includes warranty and system training.

ECM-5C: Lighting Upgrades – LED Direct Voltage

Most lighting will be retrofitted or replaced. The fixtures not included are either efficient technology or there is no viable replacement available. These excluded fixtures can include fixtures already utilizing compact fluorescent bulbs or LED sources.

Please see Appendix C for the detailed lighting scope for each building

ECM-6.1: Building Envelope Upgrades - Air Infiltration

ABM shall perform various building envelope modifications to reduce the infiltration and exfiltration of air into and out of the building. Listed below are the details for these modifications

Facility Name	Existing Description	Upgrade Description	Quantity (Existing)	Length (ft)	Height (ft)
Traffic Building	Existing Door	Replace Weatherstripping-Door Sweep	1	3.00	7.00
Traffic Building	Existing Garage Door	Replace Weatherstripping-Overhead Garage Door	1	30.00	0.01
Traffic Building	Existing Garage Door	Replace Weatherstripping-Overhead Garage Door	2	34.00	0.01
Traffic Building	Existing Garage Door	Replace Weatherstripping-Overhead Garage Door	2	42.00	0.01

Vehicle Maintenance/Water Maintenance

ECM-4.2: HVAC Armor

ABM will provide an HVAC Armor coating & add refrigerant ABM shall perform HVAC Armor on the following equipment:

Building	Manufacturer	Model	Serial	Type	Nominal Tons
Vehicle Maintenance	Payne	PA13NA060	1911X70615	Split-System	5

The scope of work shall include the following:

- Provide general clean-up of the split system condenser coils
- Disassemble equipment to perform deep clean of condenser coils, removing final materials in coils and corrosion
- Straighten all coil fins
- Apply HVAC Armor coating to the condenser coils both from the outside and from the inside of the coil
- Assemble and ensure equipment is operating

ECM-5C: Lighting Upgrades – LED Direct Voltage

Most lighting will be retrofitted or replaced. The fixtures not included are either efficient technology or there is no viable replacement available. These excluded fixtures can include fixtures already utilizing compact fluorescent bulbs or LED sources.

Please see Appendix C for the detailed lighting scope for each building

ECM-6.1: Building Envelope Upgrades - Air Infiltration

ABM shall perform various building envelope modifications to reduce the infiltration and exfiltration of air into and out of the building. Listed below are the details for these modifications

Facility Name	Existing Description	Upgraded Code Description	Quantity (Existing)	Length (ft)	Height (ft)
Maintenance	Existing Garage Door	Replace Weatherstripping-Overhead Garage Door	1	42.00	0.01
Maintenance	Existing Garage Door	Replace Weatherstripping-Overhead Garage Door	1	42.00	0.01
Maintenance	Wall to Ceiling	Add Rigid Insulation-Top-Wall - Ceiling	1	29.30	0.0104
Maintenance	Wall to Ceiling	Add Rigid Insulation-Top-Wall - Ceiling	1	29.30	0.0104
Maintenance	Existing Garage Door	Replace Weatherstripping-Overhead Garage Door	1	42.00	0.01
Maintenance	Existing Garage Door	Replace Weatherstripping-Overhead Garage Door	1	42.00	0.01
Maintenance	Existing Garage Door	Replace Weatherstripping-Overhead Garage Door	1	42.00	0.01
Maintenance	Existing Garage Door	Replace Weatherstripping-Overhead Garage Door	1	42.00	0.01
Maintenance	Existing Door	Replace Weatherstripping-Vertical Sweep-Door Sweep	1	6.00	7.00
Maintenance	Existing Door	Replace Weatherstripping-Door Sweep	1	3.00	7.00
Maintenance	Existing Door	Replace Weatherstripping-Door Sweep	1	3.00	7.00
Maintenance	Existing Door	Replace Weatherstripping-Door Sweep	1	3.00	7.00
Maintenance	Existing Door	Replace Weatherstripping-Door Sweep	3	3.00	7.00
Maintenance	Existing Garage Door	Replace Weatherstripping-Overhead Garage Door	1	48.00	0.01
Maintenance	Existing Door	Replace Weatherstripping-Door Sweep	1	6.00	7.00
Maintenance	Existing Door	Replace Weatherstripping-Door Sweep	1	3.00	7.00
Maintenance	Existing Door	Replace Weatherstripping-Door Sweep	1	3.50	7.00
Maintenance	Existing Door	Replace Weatherstripping-Door Sweep	1	3.00	7.00
Maintenance	Existing Door	Replace Weatherstripping-Door Sweep	1	3.00	7.00
Maintenance	Existing Door	Replace Weatherstripping-Door Sweep	1	3.00	7.00

ECM- Electric Rate Switch:

ABM proposes to switch the electric supplier and the supply rate per kWh to a more favorable rate for all the City buildings and water and waste water treatment plant. The savings generate from such a rate switch will help fund all the ECMs described above

Wastewater Treatment Plant

ECM-4.2: HVAC Armor

ABM will provide an HVAC Armor coating & add refrigerant ABM shall perform HVAC Armor on the following equipment:

Building	Manufacturer	Model	Serial	Type	Nominal Tons
Waste Water Treatment	Bryant	113ANC036-B	3013E07928	Split-System	3
Waste Water Treatment	Bryant	580JE05A115P2A	1612C87089	Package Unit	4
Waste Water Treatment	Bryant	580JE04A115P2A	1512C86960	Package Unit	3
Waste Water Treatment	Bryant	113ANA036-E	1912E05986	Split-System	3

The scope of work shall include the following:

- Provide general clean-up of the split system condenser coils
- Disassemble equipment to perform deep clean of condenser coils, removing final materials in coils and corrosion
- Straighten all coil fins
- Apply HVAC Armor coating to the condenser coils both from the outside and from the inside of the coil
- Assemble and ensure equipment is operating

ECM-5C: Lighting Upgrades – LED Direct Voltage

Most lighting will be retrofitted or replaced. The fixtures not included are either efficient technology or there is no viable replacement available. These excluded fixtures can include fixtures already utilizing compact fluorescent bulbs or LED sources.

Please see Appendix C for the detailed lighting scope for each building

ECM-6.1: Building Envelope Upgrades - Air Infiltration

ABM shall perform various building envelope modifications to reduce the infiltration and exfiltration of air into and out of the building. Listed below are the details for these modifications

Facility Name	Existing Description	Upgrade Description	Quantity (Existing)	Length (ft)	Height (ft)
Wastewater Treatment Plant	Wall to Ceiling	Add Rigid Insulation-Spray Foam - Wall - Ceiling	1	11.60	0.02
Wastewater Treatment Plant	Wall to Ceiling	Add Rigid Insulation-Spray Foam - Wall - Ceiling	1	15.50	0.0104
Wastewater Treatment Plant	Wall to Ceiling	Insulate Sprayfoam-Wall-Ceiling	1	57.60	0.0104
Wastewater Treatment Plant	Existing Door	Replace Weatherstripping-Door Sweep	1	3.00	7.00
Wastewater Treatment Plant	Penetration Pipe	Insulate Sprayfoam-Pipe- Wall	2	1.00	0.0104
Wastewater Treatment Plant	Penetration Pipe	Insulate Sprayfoam-Pipe- Wall	1	0.67	0.0104
Wastewater Treatment Plant	Existing Door	Replace Weatherstripping-Vertical Sweep-Door Sweep	1	6.00	14.00
Wastewater Treatment Plant	Existing Door	Replace Weatherstripping-Door Sweep	1	3.00	7.17
Wastewater Treatment Plant	Existing Door	Replace Weatherstripping-Door Sweep	1	3.00	7.00
Wastewater Treatment Plant	Existing Door	Replace Weatherstripping-Door Sweep	1	3.00	7.00
Wastewater Treatment Plant	Wall to Ceiling	Add Rigid Insulation-Spray Foam - Wall - Ceiling	1	14.50	0.0104
Wastewater Treatment Plant	Wall to Ceiling	Add Rigid Insulation-Spray Foam - Wall - Ceiling	1	21.70	0.0104
Wastewater Treatment Plant	Existing Door Penetration	Replace Weatherstripping-Door Sweep	1	17.00	0.02
Wastewater Treatment Plant	Penetration Pipe	Insulate Sprayfoam-Pipe- Ceiling	7	1.33	0.0104
Wastewater Treatment Plant	Penetration Pipe	Insulate Sprayfoam-Pipe- Ceiling	4	0.25	0.0104
Wastewater Treatment Plant	Penetration Pipe	Insulate Sprayfoam-Pipe- Ceiling	1	0.67	0.0104
Wastewater Treatment Plant	Penetration Pipe	Insulate Sprayfoam-Pipe- Wall	5	0.67	0.0104
Wastewater Treatment Plant	Penetration Pipe	Insulate Sprayfoam-Pipe- Wall	3	0.42	0.0104
Wastewater Treatment Plant	Penetration Pipe	Insulate Sprayfoam-Pipe- Wall	2	1.00	0.0104
Wastewater Treatment Plant	Existing Door	Replace Weatherstripping-Vertical Sweep-Door Sweep	1	6.00	7.00
Wastewater Treatment Plant	Existing Door	Replace Weatherstripping-Door Sweep	1	3.00	7.00
Wastewater Treatment Plant	Penetration Pipe	Insulate Sprayfoam-Pipe- Wall	4	0.50	0.0104
Wastewater Treatment Plant	Existing Garage Door	Replace Weatherstripping-Overhead Garage Door	4	0.25	0.01
Wastewater Treatment Plant	Existing Door	Replace Weatherstripping-Door Sweep	1	3.00	7.00
Wastewater Treatment Plant	Existing Door	Replace Weatherstripping-Door Sweep	1	3.00	7.00
Wastewater Treatment Plant	Existing Door	Replace Weatherstripping-Door Sweep	1	3.00	7.00
Wastewater Treatment Plant	Existing Door	Replace Weatherstripping-Door Sweep	1	3.50	7.00
Wastewater Treatment Plant	Existing Door	Replace Weatherstripping-Door Sweep	2	3.50	7.00
Wastewater Treatment Plant	Existing Door	Replace Weatherstripping-Door Sweep	1	6.00	7.00
Wastewater Treatment Plant	Penetration in the Wall	Insulate Sprayfoam-Penetration Wall - Metal - Cabinet	1	0.17	0.0104
Wastewater Treatment Plant	Existing Door	Replace Weatherstripping-Door Sweep	1	3.00	7.00

ECM 12 – Transformer Upgrades

ABM will replace the below listed existing inefficient transformers with state-of-the-art, energy efficient transformers. All required enclosures and fencing are included.

Transformer Count	Tag Number	Location ID or Room #	Proposed Transformer	Existing kVA
1	66005	Main Basement Stairs	E-Saver-80R	45
2	66006	Main Elec By Utility Xfmr	E-Saver-80R	45
3	66007	Washroom	E-Saver-80R	30
4	66008	Belt Press Building	E-Saver-80R	45
5	66010	Small Building to The North Of Blower Building	E-Saver-80R	30

Water meter Replacement - Scope of Work

1. The Contractor shall, upon receipt of a written Notice to Proceed from the Customer, procure and implement the replacement of 12,623 individual water meters distributed throughout the Customer's water district as specified in this scope of work.

2. The Contractor, through one or more appropriately licensed and bonded subcontractor(s), shall facilitate the installation and replacement of existing water meters, with appropriately sized meters to match the existing meters, or in certain cases where directed to replace existing meters with smaller diameter meters as prescribed by the Customer, in writing prior to the execution of this agreement.

3. The Contractor shall coordinate all communications between the Customer and all vendors, suppliers, contractors, and subcontractors.

4. The Contractor shall have reasonable access to and full logistical support concerning issues related to accounting, IT and operations from the Customer, its staff and employees to coordinate the successful implementation of the work, in a manner where all reasonable efforts shall be made by all parties to this agreement to coordinate the advance notice to affected water meter account clients. The Customer shall provide upon Contractor's request any and all maps, routes, meter locations, client addresses, and if available, GIS mapping layers, in printed and electronic format.

5. The Contractor shall coordinate the shipping, receiving, unloading, warehousing, and inventory of all new equipment, delivered to a pre-determined "lay down" yard location at the Customer's administrative yard, and the Contractor shall maintain temporary office trailers, connex storage containers as needed, and one (1) 40 yard rubbish bin from the period of the Notice to Proceed to the conclusion of the work, solely for the Contractor's packaging waste from the new equipment. The Customer will be responsible for providing a storage area for water meters prior to water meter installation.

6. The Customer agrees to provide Contractor's Designated Project Manager, and support personnel the necessary keys, cardkeys, access authorization and written permission for Contractor's staff, suppliers, deliverymen, and subcontractors vehicular and delivery/receiving access to the "lay down" yard as needed.

7. The Contractor shall schedule the replacement of the meters in an efficient manner working collaboratively with the Customer's Accounting Department, Meter Department, Operations Department and General Management. Both parties, shall in writing, approve of the implementation schedule and installation routes and locations so as to best coordinate the least interruption to the Meter Department's monthly meter reading activities, and in a timely manner deliver the latest water meter reading data and the new water meter serial number information in an aggregated electronic progress report. The implementation schedules and installation routes and locations may be updated as necessary from time to time, subject to Customer's approval in writing, to allow for inaccessible water meter locations and coordination variables due to the Customer's staff's daily routines. The intent of this Contractor activity is to minimize the delay of the old-meter-to-new-meter transition information to the Customer's Accounting Department, and minimize economic loss of billing data to the Customer. The Contractor will provide, at a minimum, weekly aggregated electronic progress reports to provide the Meter Department the meter installations performed during any given week.

8. The Contractor shall notify the Customer's Meter Department, in writing, of any locations where the meter could not be freely accessed for replacement. The Contractor nor their subcontractor(s) shall be required to linger, loiter or wait for a meter account client's availability. The Contractor will note a lack of access on a daily log, which will aggregate into a weekly report all inaccessible meter locations and provide that information to the Customer's Meter Department for further client coordination and notification of access requirements.

9. The Contractor or their subcontractor(s) shall, in a workmanlike manner, perform the following during the replacement of water meters:

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a) Photograph and record the GPS coordinates of meter locations prior to removing existing meters. Record the water meter reading at the time of removal for the Customer's Accounting Department. Due to the majority of meters being indoors, GPS accuracy may be affected and will be geocoded if needed. Standard offering is consumer grade accuracy which is typically 3 – 5 meters

b) Install one (1) new Badger meter and cellular endpoint as per Table 1 below. Photograph the new meter installation in situ.

c) Record the existing meter manufacturer, size, and serial number and if legible, record the existing register.

d) Photograph the new meter installation in situ. Photographs and meter reading, new meter manufacturer, size, and serial number data shall be included in weekly electronic reporting to the Customer.

e) Remove all rubbish, trash, debris, spoils, packaging and old meter equipment from each installation location. Contractor shall leave the meter location in the least disturbed condition reasonably possible.

f) Deliver old meter equipment to the Customer's administrative yard collection location. Dispose of all rubbish, trash, debris, spoils, and packaging in Contractor's rubbish container located at the Customer's administrative yard.

10. Contractor shall coordinate the implementation of a data migration software solution to import the necessary water meter readings, new water meter manufacturer, size and serial number (meter data) for each of the Customer's client accounts. Contractor shall deliver the electronic files containing photographs, GPS coordinates, and a backup of the meter data to the Customer's Meter and Accounting Department.
11. Contractor will make a maximum of 3 attempts to schedule meter exchange with the customer. After 3 attempts, the account will be turned over to the utility to either schedule or remove from contractor's scope of work
12. 11. New meter counts included in this Contract are limited to 12,623 and are specified as follows by manufacturer, unit count and size. Each meter included in Table 1 below will have cellular endpoints

Table 1

Size	Type	QTY
5/8" X 3/4"	Badger E-Series Meter	12023
3/4"	Badger E-Series Meter	21
1"	Badger E-Series Meter	378
1.5"	Badger E-Series Meter	22
2"	Badger E-Series Meter (for PD Meter)	103
2"	Badger E-Series Meter (for Compound Meter)	11
3"	Badger E-Series Meter (10")	1
3"	Badger E-Series Meter (17")	32
4"	Badger E-Series Meter (20")	21
6"	Mag Meter	6
8"	Mag Meter	2
10"	Mag Meter	3
TOTAL		12623

ASSUMPTIONS:

1. Contractor labor pricing is inclusive of prevailing wages for Muskingum County, OH.
2. A secure staging area, to be provided by the Customer, for materials, waste, and fleet vehicle parking.
3. Contractor will be responsible for final transportation or disposal of any project waste, spoils.
4. Contractor will not be responsible for maintenance, repair or replacement of existing materials (except as specified in contract scope of work) including but not limited to: meters, backflow preventers, irrigation valves, pressure regulators, unions, ball valves, or customer side valves.
5. Contractor will not be held responsible for any inoperative, damaged, or leaky valves not caused by Contractor.
6. Contractor will repair, to a usable and safe condition, any customer side service line break caused by Contractor, up to 2' on the customer side only.
7. Contractor will not be responsible for repairing breaks/leaks that continue past 2', due to deteriorated infrastructure, such as, but not limited to, rusted galvanized pipe, brittle pvc, etc.
8. Contractor will not be responsible for replacing meters that are obstructed by landscape or excessive tree/plant roots in the boxes.
9. Work will not be performed by Contractor at locations where it is reasonable that damage may occur to customer's property.
10. Contractor will be provided safe access to all locations, as needed, and scheduled.
11. It is expected that all hard to find meters will have location descriptions and assistance from the Customer.
12. Contractor is not responsible for performance if access is not granted.
13. Contractor will not be required to perform work at locations behind locked fences or yards with dogs.
14. Contractor will not be responsible for notifying Customer other than knocking on the door at the time of installation.
15. Contractor will not be responsible for any community outreach programs or program materials other than leaving a door hanger, pre installation.
16. Any badging requirements will be done prior to the start of the project.
17. Installation of all materials (meters, plumbing, or meter retrofits) will not be in confined spaces, vaults, or manholes U.N.O.
18. Paving or Hard/Solid Surfaces: Excludes removal & replacement of paving or other hard/solid surface locations (concrete, asphalt, etc.). Hard/Solid surfaces are to be removed & replaced by the Customer.
19. The Contractor assumes no responsibility of customer claims in existing high-pressure zones including: residential, irrigation, commercial and industrial services.
20. Excludes re-plumbing of any Customer service side pipe, except as specified in contract scope of work.
21. Excludes removing existing Pressure Regulating Valves (PRV) on Customer service side pipe.
22. During water meter replacement and minor repairs, pipe cleaning techniques consists of purging water, debris, and air through the nearest hose bib (to the work performed) only. Chlorination and sanitation is not applicable.
23. Contractor assumes no performance, replacement, or financial liability for any meters or AMR installed by others after the construction period or that deviate from the material specifications included herein. In the event of a warranty replacement, only those warranty replacement meters replaced will be covered for the term that the “annual service/guarantee period” is in effect. Additionally, ABM assumes no liability for legacy or future compatibility of AMR and/or software components.

Large Meter Exclusions & Assumptions:

1. Any bad or questionable piping to meters will be forwarded on to the Customer for evaluation with pictures before any work is started.
2. All meter change outs must have isolation valves in place as per standard water works installations.
3. Contractor will notify customers 48 hours in advance or as required by the contract. Notification cards to be provided by the Customer.
4. Night work is included as situation warrants.
5. Any specific requirements not covered under this scope of work will be reviewed by both Contractor and Customer to determine a mutually agreeable course of action.

(End of Entire Scope of Work)

Exhibit B
Financial Terms and Conditions

Payment Terms for Enclosed Scope of Work

The work shall include all professional services, engineering, design and installation of the infrastructure improvements indicated in Attachment A – Scope of Work. Customer shall pay contractor based on the payment schedule listed below:

Stage	Timing	Percentage	Amount
Mobilization	Contract Signing	20%	$2,314,811

The remaining monthly draw schedule will be created on an AIA schedule of values and submitted to City of Zanesville for their review and approval.

Appendix B
Press Release Authorization

Consent Form

Consent to Use Name, Logo &/or Quote

ABM requests permission to use_____'s logo/photo and potentially a quote, as part of ABM's marketing communications plan.

Your Company consents to ABM's use of your name, logo/photo, and/or customer quote:

(Please check those instances where you are granting your Company's consent.)

- ☐ In a press release, case study, video, or client profile.
- ☐ In a listing of representative customers on ABM's web site.
- ☐ In a listing of representative customers in ABM's sales brochure.
- ☐ In a listing of representative customers in ABM's employee recruiting materials.
- ☐ In a listing of representative customers in ABM's responses to Requests for Information, Requests for Quotations or Requests for Proposal.
- ☐ In the ABM Annual Report, Description of Business in the following context: "ABM provides janitorial services for businesses, such as . . ."

ABM thanks you for your consideration and assistance in this important request.

ABM

_____ _____

Title _____ Title _____

ABM
800.674.0780
abm.com

Appendix C
Lighting Audit

Building Name	Room Name	Fixture	Quantity
City Hall	Lobby	Troffer-2X4-Prismatic-Recessed	9
City Hall	Lobby	Troffer-2X4-Prismatic-Recessed	2
City Hall	Lobby	Wrap-17"-Prismatic-Wall	1
City Hall	Lobby	Decorative-Custom-Clear-Surface	2
City Hall	Lobby	Strip-4 foot-Clear-Wall	1
City Hall	132 Lunch room	Troffer-2X4-Prismatic-Recessed	4
City Hall	134 Women rr	Troffer-2X4-Prismatic-Recessed	2
City Hall	Hallway	Troffer-2X4-Prismatic-Recessed	7
City Hall	Hallway	Troffer-2X4-Prismatic-Recessed	1
City Hall	130 File storage	Troffer-2X4-Prismatic-Recessed	2
City Hall	127 file storage	Troffer-2X4-Prismatic-Recessed	3
City Hall	125 open office	Troffer-2X4-Prismatic-Recessed	4
City Hall	123 open office	Troffer-2X4-Prismatic-Recessed	4
City Hall	121 open office	Troffer-2X4-Prismatic-Recessed	4
City Hall	119 open office	Troffer-2X4-Prismatic-Recessed	4
City Hall	128 po	Troffer-2X4-Prismatic-Recessed	3
City Hall	122 124 126 Open office	Troffer-2X4-Prismatic-Recessed	12
City Hall	118 120 open office	Troffer-2X4-Prismatic-Recessed	8
City Hall	117 rr	Troffer-2X4-Prismatic-Recessed	1
City Hall	113 electrical	Pendant-Medium-Open - no lens-Pendant	1
City Hall	lt	6-in Can-Medium-Frosted-Recessed	6
City Hall	114 private office	Troffer-2X4-Prismatic-Recessed	4
City Hall	111 Janitor closet	Decorative-Medium-Frosted-Pendant	2

City Hall	111 Janitor closet	Pendant-Medium-Open - no lens-Pendant	2
City Hall	Resource room	Troffer-2X4-Prismatic-Recessed	6
City Hall	112 private office	Troffer-2X4-Prismatic-Recessed	4
City Hall	110 conference	Troffer-2X4-Prismatic-Recessed	6
City Hall	108 Copy room	Troffer-2X4-Prismatic-Recessed	4
City Hall	106 private office	Troffer-2X4-Prismatic-Recessed	3
City Hall	104 private office	Troffer-2X4-Prismatic-Recessed	2
City Hall	102 mens rr	6-in Can-Medium-Frosted-Recessed	3
City Hall	Hallway	Troffer-2X4-Prismatic-Recessed	11
City Hall	Hallway	Troffer-2X4-Prismatic-Recessed	2
City Hall	101 janitor	Troffer-2X4-Prismatic-Recessed	3
City Hall	103 mayor	Troffer-2X4-Prismatic-Recessed	4
City Hall	103 mayor	6-in Can-Medium-Frosted-Recessed	4
City Hall	105 private office	Troffer-2X4-Prismatic-Recessed	4
City Hall	Budget private office	Troffer-2X4-Prismatic-Recessed	4
City Hall	107 file storage	Troffer-2X4-Prismatic-Recessed	3
City Hall	109 it storage	Troffer-2X4-Prismatic-Recessed	4
City Hall	Elevator	Strip-4 foot-Open - no lens-Surface	1
City Hall	2ND FLOOR Main hallway	Troffer-2X4-Prismatic-Recessed	15
City Hall	2ND FLOOR Main hallway	Troffer-2X4-Prismatic-Recessed	5
City Hall	2ND FLOOR Main hallway	Keyless-Medium-Clear-Wall	1
City Hall	203 private office	Troffer-2X4-Prismatic-Recessed	4
City Hall	202 workroom	Troffer-2X4-Prismatic-Recessed	4
City Hall	204 comm dev oo	Troffer-2X4-Prismatic-Recessed	4

City Hall	204 comm dev oo	Pendant-Medium-Open - no lens-Pendant	1
City Hall	206 private office	Troffer-2X4-Prismatic-Recessed	6
City Hall	209 oo city law	Troffer-2X4-Prismatic-Recessed	4
City Hall	211 po	Troffer-2X4-Prismatic-Recessed	4
City Hall	207 work room	Troffer-2X4-Prismatic-Recessed	1
City Hall	205 law director	Troffer-2X4-Prismatic-Recessed	4
City Hall	210 auditor oo	Troffer-2X4-Prismatic-Recessed	7
City Hall	Workroom	Troffer-2X4-Prismatic-Recessed	3
City Hall	212 Po	Troffer-2X4-Prismatic-Recessed	2
City Hall	213 po	Troffer-2X4-Prismatic-Recessed	4
City Hall	215 w rr	6-in Can-Medium-Frosted-Recessed	3
City Hall	217 Janitor	Keyless-Medium-Clear-Pendant	1
City Hall	219 mechanical	Keyless-Medium-Clear-Pendant	1
City Hall	214 City council	Troffer-2X4-Prismatic-Recessed	20
City Hall	218 conference	Track -Medium-Open - no lens-Track	6
City Hall	218 conference	Decorative-Medium-Open - no lens-Pendant	1
City Hall	Camera room	Wrap-4 foot-Prismatic-Suspended	1
City Hall	Stairs	Troffer-2X4-Prismatic-Recessed	3
City Hall	Stairs	Wrap-4 foot-Prismatic-Suspended	1
City Hall	Stairs	Pendant-Medium-Open - no lens-Pendant	1
City Hall	220 po	Troffer-2X4-Prismatic-Recessed	1
City Hall	220 po	Strip-4 foot-Open - no lens-Surface	1
City Hall	222 224 engineering	Troffer-2X4-Prismatic-Recessed	8
City Hall	226 po	Troffer-2X4-Prismatic-Recessed	4
City Hall	228 reception	Troffer-2X4-Prismatic-Recessed	4

City Hall	230 conference	Troffer-2X4-Prismatic-Recessed	4
City Hall	232 PO	Troffer-2X4-Prismatic-Recessed	4
City Hall	Stairs	Wrap-4 foot-Prismatic-Surface	2
City Hall	Stairs	Wrap-4 foot-Prismatic-Surface	2
City Hall	235 Po	Troffer-2X4-Prismatic-Recessed	2
City Hall	233 231 229 227 oo	Troffer-2X4-Prismatic-Recessed	14
City Hall	225 Open office	Troffer-2X4-Prismatic-Recessed	2
City Hall	Vestibule	Troffer-2X4-Prismatic-Recessed	2
City Hall	Mechanical	Strip-8 foot-Open - no lens-Surface	3
City Hall	Elevator room	Keyless-Medium-Open - no lens-Surface	1
City Hall	Elevator room	Flood-Medium-None-Surface	1
City Hall	Hallway file storage	Strip-8 foot-Open - no lens-Surface	9
City Hall	Hallway file storage	Keyless-Medium-Clear-Wall	1
City Hall	File storage room	Reflector-8 foot-Open - no lens-Surface	3
City Hall	File storage room	Strip-8 foot-Open - no lens-Surface	2
City Hall	File storage room	Reflector-4 foot-Open - no lens-Suspended	2
City Hall	Stairs Landing	Keyless-Medium-Open - no lens-Surface	1
City Hall	File storage room	Strip-8 foot-Open - no lens-Surface	1
City Hall	Hallway file storage	Strip-8 foot-Open - no lens-Surface	4
City Hall	Hallway file storage	Keyless-Medium-Clear-Wall	1
City Hall	Stairwell	Strip-8 foot-Open - no lens-Surface	3
City Hall	File storage room	Strip-8 foot-Open - no lens-Surface	1

City Hall	File storage room	Strip-4 foot-Open - no lens-Surface	1
Eppley Fire Station	Garage bay	Wrap-Medium-Frosted-Surface	11
Eppley Fire Station	Garage bay	Strip-4 foot-Open - no lens-Suspended	1
Eppley Fire Station	Garage bay	Decorative-Medium-Open - no lens-Wall	1
Eppley Fire Station	Garage bay	Keyless-Medium-Open - no lens-Surface	2
Eppley Fire Station	Garage bay	6-in Can-Medium-Open - no lens-Recessed	1
Eppley Fire Station	Equipment room	Wrap-4 foot-Prismatic-Surface	1
Eppley Fire Station	Office hallway	Troffer-2X4-Prismatic-Recessed	1
Eppley Fire Station	Office hallway	Troffer-Medium-Prismatic-Recessed	1
Eppley Fire Station	Tv room	Troffer-2X4-Prismatic-Recessed	1
Eppley Fire Station	Tv room	Troffer-Medium-Prismatic-Recessed	1
Eppley Fire Station	Kitchen	Troffer-2X4-Prismatic-Recessed	1
Eppley Fire Station	Kitchen	Troffer-Medium-Prismatic-Recessed	1
Eppley Fire Station	Chief office	Troffer-Medium-Prismatic-Recessed	1
Eppley Fire Station	Chief office	4-in Can-Medium-Open - no lens-Recessed	8
Eppley Fire Station	Rr	Troffer-2X4-Prismatic-Recessed	2
Eppley Fire Station	Rr	Wrap-4 foot-Prismatic-Surface	1
Eppley Fire Station	Rr	Box-Medium-Clear-Recessed	1
Eppley Fire Station	Dorm	Troffer-2X4-Prismatic-Recessed	8
Eppley Fire Station	Hose drying room	Jelly Jar-Medium-Clear-Wall	2
Eppley Fire Station	Storage	Wrap-4 foot-Prismatic-Surface	2
Eppley Fire Station	Attic 1	Strip-4 foot-Open - no lens-Surface	2

Eppley Fire Station	Attic 2	Strip-4 foot-Open - no lens-Surface	2
Garages	Lobby	6-in Can-Medium-Frosted-Recessed	2
Garages	Rr	6-in Can-Medium-Frosted-Recessed	7
Garages	Reception	6-in Can-Medium-Frosted-Recessed	13
Garages	Closet	Keyless-Medium-Open - no lens-Surface	1
Garages	Po	6-in Can-Medium-Frosted-Recessed	4
Garages	Po	6-in Can-Medium-Frosted-Recessed	6
Garages	Po	6-in Can-Medium-Frosted-Recessed	4
Garages	Hallway	6-in Can-Medium-Frosted-Recessed	3
Garages	Time clock	Strip-8 foot-Open - no lens-Surface	3
Garages	Rr	6-in Can-Medium-Frosted-Recessed	9
Garages	Kitchen	6-in Can-Medium-Frosted-Recessed	18
Garages	Black top equipment storage	Explosion proof-Medium-Clear-Surface	6
Garages	Black top equipment storage	Explosion proof flood-Medium-Clear-Wall	6
Garages	Supervisor parking garage	Highbay-4 foot-Open - no lens-Suspended	3
Garages	Supervisor parking garage	Troffer-2X4-Prismatic-Suspended	8
Garages	Tool cage	Troffer-2X4-Prismatic-Surface	1
Garages	Street sweeper and dump storage	Highbay-4 foot-Open - no lens-Suspended	2

Garages	Street sweeper and dump storage	Troffer-2X4-Open - no lens-Suspended	2
Garages	Locked storage	Troffer-2X4-Open - no lens-Suspended	6
Garages	Vehicle garage	Highbay-4 foot-Open - no lens-Suspended	13
Garages	Vehicle garage	Highbay-4 foot-Open - no lens-Suspended	1
Garages	Vehicle garage	Highbay-Mogul-Clear-Pendant	2
Leonard Fire Station	Truck bay	Highbay-4 foot-Open - no lens-Surface	28
Leonard Fire Station	Truck bay	Highbay-4 foot-Open - no lens-Surface	4
Leonard Fire Station	Truck bay	Exit-Black-Red-Wall	2
Leonard Fire Station	Workshop	Industrial Strip-4 foot-Open - no lens-Suspended	8
Leonard Fire Station	Charging room	Industrial Strip-4 foot-Open - no lens-Suspended	6
Leonard Fire Station	Tool storage	Industrial Strip-4 foot-Open - no lens-Suspended	2
Leonard Fire Station	Oil/supply station	Industrial Strip-4 foot-Open - no lens-Suspended	3
Leonard Fire Station	Compressor rm	Industrial Strip-4 foot-Open - no lens-Surface	1
Leonard Fire Station	Lift chase	Jelly Jar-Medium-Clear-Wall	3
Leonard Fire Station	Hose storage	Industrial Strip-4 foot-Open - no lens-Suspended	6
Leonard Fire Station	Fire suit storage	Troffer-2X4-Prismatic-Recessed	2
Leonard Fire Station	Hallway	Troffer-2X4-Prismatic-Recessed	4
Leonard Fire Station	Hallway	Troffer-2X4-Prismatic-Recessed	2
Leonard Fire Station	Hallway	Exit-Black-Red-Wall	1
Leonard Fire Station	Electrical room	Troffer-2X4-Prismatic-Recessed	1
Leonard Fire Station	Housekeeping	Decorative-Medium-Open - no lens-Wall	1

Leonard Fire Station	Training room	6-in Can-Medium-Open - no lens-Recessed	6
Leonard Fire Station	Training room	Troffer-2X4-Prismatic-Recessed	6
Leonard Fire Station	Vestibule	Troffer-2X4-Prismatic-Recessed	1
Leonard Fire Station	Vestibule	Troffer-2X4-Prismatic-Recessed	2
Leonard Fire Station	Front office	Troffer-2X4-Prismatic-Recessed	4
Leonard Fire Station	Front office	6-in Can-Medium-Open - no lens-Recessed	4
Leonard Fire Station	Rr	Vanity-2 foot-Prismatic-Wall	1
Leonard Fire Station	Rr	Vanity-2 foot-Prismatic-Wall	1
Leonard Fire Station	Stairs	Troffer-2X4-Prismatic-Recessed	3
Leonard Fire Station	Hallway	Wrap-4 foot-Prismatic-Surface	2
Leonard Fire Station	Janitor	Keyless-Medium-Open - no lens-Wall	1
Leonard Fire Station	Gym	Troffer-2X4-Basket-Recessed	6
Leonard Fire Station	Gym	6-in Can-Medium-Open - no lens-Recessed	5
Leonard Fire Station	Storage	Strip-8 foot-Open - no lens-Surface	2
Leonard Fire Station	Mech rm	Industrial Strip-4 foot-Open - no lens-Suspended	4
Leonard Fire Station	Closet	Industrial Strip-4 foot-Open - no lens-Surface	1
Leonard Fire Station	Kitchen	Troffer-2X4-Prismatic-Recessed	4
Leonard Fire Station	Kitchen	Hood-MR16-None-Recessed	1
Leonard Fire Station	Kitchen	Strip-33"-Open - no lens-Surface	1
Leonard Fire Station	Kitchen storage	Strip-4 foot-Open - no lens-Surface	1
Leonard Fire Station	Lounge	2X2-Troffer-Prismatic-Recessed	2
Leonard Fire Station	Lounge	6-in Can-Medium-Open - no lens-Recessed	4
Leonard Fire Station	Lounge	Exit-Black-Red-Wall	1

Leonard Fire Station	Generator room	Strip-4 foot-Open - no lens-Surface	2
Leonard Fire Station	Storage	Troffer-2X4-Prismatic-Recessed	2
Leonard Fire Station	Dorm room	Strip-4 foot-Open - no lens-Wall	8
Leonard Fire Station	Dorm room	Troffer-2X4-Prismatic-Recessed	8
Leonard Fire Station	Dorm room	2X2-Troffer-Prismatic-Recessed	2
Leonard Fire Station	Dorm room	Exit-Black-Red-Wall	1
Leonard Fire Station	Stairs	Keyless-Medium-Open - no lens-Wall	1
Leonard Fire Station	Rr	Wrap-4 foot-Prismatic-Surface	5
Leonard Fire Station	Rr	Strip-4 foot-Open - no lens-Wall	2
Leonard Fire Station	Dorm room	Strip-4 foot-Open - no lens-Wall	8
Leonard Fire Station	Dorm room	Troffer-2X4-Prismatic-Recessed	4
Leonard Fire Station	Dorm room	2X2-Troffer-Prismatic-Recessed	1
Leonard Fire Station	Dorm room	Exit-Black-Red-Wall	1
Leonard Fire Station	Stairwell	2X2-Troffer-Prismatic-Recessed	1
Parks and Rec	Front office	Troffer-2X4-Prismatic-Recessed	4
Parks and Rec	Side office	Troffer-2X4-Prismatic-Recessed	2
Parks and Rec	Po	Troffer-2X4-Prismatic-Recessed	2
Parks and Rec	Rr	Round-Medium-Frosted-Surface	1
Parks and Rec	Break room	Troffer-2X4-Prismatic-Recessed	4
Parks and Rec	File storage	2X2-Troffer-Prismatic-Recessed	1
Parks and Rec	Storage	Round-Medium-Frosted-Surface	2
Parks and Rec	Storage	Troffer-2X4-Prismatic-Recessed	1
Parks and Rec	Storage	Decorative-Medium-Open - no lens-Surface	1
Parks and Rec	Storage	Troffer-2X4-Prismatic-Recessed	1
Parks and Rec	Storage	Decorative-Medium-Open - no lens-Surface	1
Parks and Rec	Storage	Wrap-4 foot-Prismatic-Surface	1

Parks and Rec	Storage	Wrap-4 foot-Prismatic-Surface	2
Parks and Rec	Garage	Strip-4 foot-Open - no lens-Suspended	5
Parks and Rec	Garage	Strip-8 foot-Open - no lens-Suspended	2
Parks and Rec	Garage	Strip-4 foot-Open - no lens-Suspended	1
Parks and Rec	Rr	Keyless-Medium-Open - no lens-Surface	1
Parks and Rec	Garage	Strip-4 foot-Open - no lens-Suspended	6
Parks and Rec	Garage	Strip-8 foot-Open - no lens-Suspended	6
Parks and Rec	Secure storage	Strip-8 foot-Open - no lens-Suspended	2
Parks and Rec	Closet	Keyless-Medium-Open - no lens-Surface	1
Parks and Rec	Upstairs break room	6-in Can-Medium-Clear-Recessed	7
Parks and Rec	Upstairs break room	Exit w/BBU-White-Red-Surface	1
Parks and Rec	Upstairs rr	Vanity-Medium-Open - no lens-Wall	1
Parks and Rec	Upstairs rr	Round-Medium-Frosted-Surface	1
Police Annex	Vestibule	2x4 troffer-Medium-Frosted-Recessed	2
Police Annex	Po	2x4 troffer-Medium-Frosted-Recessed	2
Police Annex	Po	2x4 troffer-Medium-Frosted-Recessed	2
Police Annex	Reception	2x4 troffer-Medium-Frosted-Recessed	7
Police Annex	Po	2x4 troffer-Medium-Frosted-Recessed	2
Police Annex	Po	2x4 troffer-Medium-Frosted-Recessed	2

Police Annex	Po	2x4 troffer-Medium-Frosted-Recessed	1
Police Annex	Evidence storage	2x2 troffer-Medium-Frosted-Recessed	2
Police Annex	Conference	2x4 troffer-Medium-Frosted-Recessed	4
Police Annex	Po	2x4 troffer-Medium-Frosted-Recessed	2
Police Annex	Open office	2x4 troffer-Medium-Frosted-Recessed	10
Police Annex	Po	2x4 troffer-Medium-Frosted-Recessed	2
Police Annex	Po	2x2 troffer-Medium-Frosted-Recessed	6
Police Annex	Lobby	Decorative-Medium-Frosted-Pendant	3
Police Annex	Po	2x4 troffer-Medium-Frosted-Recessed	2
Police Annex	Rr	Wrap-4 foot-Prismatic-Surface	2
Police Annex	Stairwell	Wrap-4 foot-Prismatic-Surface	4
Police Annex	Elevator	Strip-2 foot-Open - no lens-Surface	2
Police Annex	Shop storage	Highbay-4 foot-Open - no lens-Suspended	1
Police Annex	Main shop	Highbay-4 foot-Open - no lens-Suspended	9
Police Annex	Utility and stairs	Decorative-Medium-Open - no lens-Pendant	1
Police Annex	Shop conference	Wrap-4 foot-Prismatic-Surface	2
Police Annex	Shop conference	Troffer-2X4-Prismatic-Recessed	8
Police Annex	Shop upstairs storage	Strip-Medium-Frosted-Surface	2
Police Annex	Shop upstairs storage	Keyless-Medium-Open - no lens-Surface	3

Police Annex	Shop upstairs storage	Wrap-4 foot-Prismatic-Surface	1
Police Annex	Shop closets	Keyless-Medium-Open - no lens-Surface	2
Police Annex	Training room	Highbay-4 foot-Open - no lens-Suspended	3
Police Annex	Classroom	Troffer-2X4-Prismatic-Recessed	6
Police Annex	Training center hallway	Troffer-2X4-Prismatic-Recessed	2
Police Annex	Rr	Troffer-2X4-Prismatic-Recessed	2
Police Annex	Rr	Vanity-4 foot-Clear-Surface	1
Police Annex	Polygraph hall	Wrap-4 foot-Prismatic-Recessed	6
Police Annex	Polygraph hall	Square-Medium-Clear-Recessed	1
Police Annex	Polygraph hall	Troffer-2X4-Prismatic-Surface	2
Police Annex	Polygraph room	Troffer-2X4-Prismatic-Surface	4
Police Annex	Po	Troffer-2X4-Paracube-Recessed	8
Police Annex	Po rr	Round-Medium-Clear-Surface	1
Police Annex	Po closet	Keyless-Medium-Open - no lens-Surface	1
Police Annex	Po	Troffer-2X4-Paracube-Recessed	8
Police Annex	Storage	Troffer-2X4-Prismatic-Surface	8
Police Annex	Storage	Troffer-4 foot-Clear-Surface	1
Police Annex	Stairwell	Round-Medium-Clear-Surface	3
Police Annex	Workout room	Decorative-Medium-Frosted-Pendant	3
Police Annex	Workout room	1x1 troffer -Medium-Open - no lens-Suspended	1
Police Annex	Workout room	Wrap-4 foot-Prismatic-Surface	12
Police Annex	Workout room	Strip-8 foot-Open - no lens-Surface	4
Police Annex	Open room with stairs	Strip-8 foot-Open - no lens-Surface	2

Police Annex	Po	Keyless-Medium-Open - no lens-Surface	1
Police Annex	Po	Keyless-Medium-Open - no lens-Surface	10
Police Annex	Evidence room	1x1 troffer -Medium-Open - no lens-Suspended	8
Police Annex	Evidence garage	Strip-8 foot-Open - no lens-Suspended	9
Police Annex	Evidence garage	Keyless-Medium-Open - no lens-Surface	3
Police Annex	Evidence garage	Highbay-4 foot-Open - no lens-Suspended	4
Police Annex	Basement storage	Decorative-Medium-Frosted-Pendant	2
Police Annex	Basement storage	1x1 troffer -Medium-Open - no lens-Suspended	8
Police Annex	Basement storage	Keyless-Medium-Open - no lens-Surface	4
Police Annex	Basement storage	Wrap-4 foot-Parabolic-Suspended	2
Police Annex	Basement storage	Keyless-Medium-Open - no lens-Surface	1
Police Annex	Wire storage	Highbay-4 foot-Open - no lens-Suspended	3
Police Annex	Craig po 2nd floor	Troffer-2X4-Prismatic-Recessed	4
Safety Building	Truck bay	Highbay-4 foot-Open - no lens-Suspended	20
Safety Building	Utility and lockers	Highbay-4 foot-Open - no lens-Suspended	2
Safety Building	Uniform storage	Highbay-4 foot-Open - no lens-Suspended	2
Safety Building	Tool storage	Strip-4 foot-Open - no lens-Surface	2
Safety Building	Workshop	Highbay-4 foot-Open - no lens-Suspended	6
Safety Building	Fire duty office shared office	Troffer-2X4-Prismatic-Recessed	1

Safety Building	Fire duty office shared office	6-in Can-Medium-Open - no lens-Recessed	4
Safety Building	Fire duty back office shared office	Troffer-2X4-Prismatic-Recessed	2
Safety Building	Fire duty back office shared office	6-in Can-Medium-Open - no lens-Recessed	3
Safety Building	Vestibule	Square-Medium-Clear-Recessed	1
Safety Building	Vestibule	Exit-White-Red-Surface	1
Safety Building	Men rr	Wrap-4 foot-Prismatic-Surface	1
Safety Building	Men rr	Vanity-Medium-Open - no lens-Wall	2
Safety Building	Hose drying area	Strip-4 foot-Open - no lens-Surface	1
Safety Building	Station stairs	Troffer-2X4-Prismatic-Recessed	2
Safety Building	Station stairs	Wrap-4 foot-Prismatic-Surface	1
Safety Building	Station stairs	6-in Can-Medium-Open - no lens-Recessed	3
Safety Building	Secretary po	2X2-Troffer-Prismatic-Recessed	2
Safety Building	Secretary po	6-in Can-Medium-Open - no lens-Recessed	5
Safety Building	Fire chief po	Troffer-2X4-Prismatic-Recessed	2
Safety Building	Utility closet	Keyless-Medium-Open - no lens-Wall	1
Safety Building	Medical closet	Keyless-Medium-Open - no lens-Surface	1
Safety Building	2nd floor Hallway	Troffer-2X4-Prismatic-Recessed	3
Safety Building	Janitor closet	Keyless-Medium-Open - no lens-Wall	1
Safety Building	Kitchen	Troffer-2X4-Paracube-Recessed	6
Safety Building	Dorm	Troffer-2X4-Prismatic-Recessed	16
Safety Building	Rr	Wrap-Medium-Frosted-Surface	3
Safety Building	Breakroom	Troffer-2X4-Prismatic-Recessed	6

Safety Building	Breakroom	6-in Can-Medium-Open - no lens-Recessed	6
Safety Building	Breakroom hallway	Troffer-2X4-Prismatic-Recessed	2
Safety Building	Small dorm	Troffer-2X4-Prismatic-Recessed	2
Safety Building	Small dorm	6-in Can-Medium-Frosted-Recessed	3
Safety Building	Small dorm	6-in Can-Medium-Open - no lens-Recessed	1
Safety Building	Utiliy closet	Strip-Medium-Clear-Suspended	1
Safety Building	Main Lobby	Exit-White-Red-Surface	1
Safety Building	Main Lobby	Troffer-2X4-Prismatic-Recessed	4
Safety Building	Main Lobby	2X2-Troffer-Prismatic-Recessed	1
Safety Building	Metal detector room	2X2-Troffer-Prismatic-Recessed	1
Safety Building	Dispatch	6-in Can-Medium-Open - no lens-Recessed	14
Safety Building	Server room	Wrap-4 foot-Prismatic-Suspended	2
Safety Building	Records oo	Troffer-2X4-Prismatic-Recessed	5
Safety Building	Hallway	Troffer-2X4-Prismatic-Recessed	5
Safety Building	Hallway	Exit-White-Red-Surface	1
Safety Building	Courtroom	Troffer-2X4-Prismatic-Recessed	16
Safety Building	Clerks oo	Troffer-2X4-Prismatic-Recessed	8
Safety Building	Judge po	Troffer-2X4-Prismatic-Recessed	2
Safety Building	Mens rr	2X2-Troffer-Prismatic-Recessed	1
Safety Building	Womens rr	2X2-Troffer-Prismatic-Recessed	1
Safety Building	Womens rr	Troffer-2X4-Prismatic-Recessed	1
Safety Building	Probation Dept po	Troffer-2X4-Prismatic-Recessed	2
Safety Building	Stairwell	Square-Medium-Clear-Recessed	1
Safety Building	Stairwell	Troffer-2X4-Prismatic-Recessed	2
Safety Building	Stairwell	Exit-White-Red-Surface	1
Safety Building	Womens lounge/rr	Troffer-2X4-Prismatic-Recessed	2

Safety Building	Womens lounge/rr	Vanity-Medium-Open - no lens-Wall	1
Safety Building	Janitor closet	Wrap-4 foot-Prismatic-Surface	1
Safety Building	Hallway	Troffer-2X4-Prismatic-Recessed	3
Safety Building	Hallway	Exit-White-Red-Ceiling	1
Safety Building	Electrical panel room	Strip-2 foot-Open - no lens-Surface	1
Safety Building	Break room	Troffer-2X4-Prismatic-Recessed	3
Safety Building	Break room	2X2-Troffer-Prismatic-Recessed	1
Safety Building	Work room	Wrap-4 foot-Prismatic-Surface	4
Safety Building	Po	2X2-Troffer-Prismatic-Recessed	1
Safety Building	Po	Wrap-4 foot-Prismatic-Suspended	2
Safety Building	Closet	Square-Medium-Clear-Recessed	1
Safety Building	Elevator room	Jelly Jar-Medium-Clear-Wall	1
Safety Building	Generator room	Reflector-4 foot-Open - no lens-Surface	4
Safety Building	Storage room	Reflector-4 foot-Open - no lens-Surface	2
Safety Building	Interview room	2X2-Troffer-Prismatic-Recessed	1
Safety Building	Hallway by breakroom	Troffer-2X4-Prismatic-Recessed	4
Safety Building	Storage room	Troffer-2X4-Prismatic-Recessed	1
Safety Building	Computer room	Troffer-2X4-Prismatic-Recessed	2
Safety Building	Po	Troffer-2X4-Prismatic-Recessed	2
Safety Building	Conference room	Troffer-2X4-Prismatic-Recessed	2
Safety Building	Police chief po	6-in Can-Medium-Frosted-Recessed	6
Safety Building	Chief of police admin assist	Troffer-2X4-Prismatic-Recessed	2
Safety Building	Hallway	Troffer-2X4-Prismatic-Recessed	4
Safety Building	Hallway	2X2-Troffer-Prismatic-Recessed	2

Safety Building	Detective bureau oo	Troffer-2X4-Prismatic-Recessed	6
Safety Building	Detective bureau oo	2X2-Troffer-Prismatic-Recessed	1
Safety Building	Captains po	Troffer-2X4-Prismatic-Recessed	1
Safety Building	Storage	Wrap-4 foot-Prismatic-Surface	1
Safety Building	Interview room	Troffer-2X4-Prismatic-Recessed	1
Safety Building	File room storage	Troffer-2X4-Prismatic-Recessed	2
Safety Building	Po	Wrap-4 foot-Prismatic-Surface	2
Safety Building	Interview room	Troffer-2X4-Prismatic-Recessed	1
Safety Building	Record storage	Troffer-2X4-Prismatic-Recessed	2
Safety Building	Womens correction officer locker room	Troffer-2X4-Prismatic-Recessed	9
Safety Building	Training room hallway	Troffer-2X4-Prismatic-Recessed	7
Safety Building	Training room hallway	Exit w/BBU-White-Red-Wall	1
Safety Building	Shredder room	2X2-Troffer-Prismatic-Recessed	1
Safety Building	Shredder room	Keyless-Medium-Open - no lens-Surface	1
Safety Building	Training room	Troffer-2X4-Prismatic-Recessed	9
Safety Building	Training room	Exit-White-Red-Surface	1
Safety Building	Hallway by locker room	Square-Medium-Clear-Recessed	1
Safety Building	SRT room	Keyless-Medium-Open - no lens-Surface	3
Safety Building	Storage	Strip-4 foot-Open - no lens-Surface	6
Safety Building	Storage	Wrap-4 foot-Prismatic-Surface	4
Safety Building	Police locker room	Troffer-2X4-Prismatic-Recessed	2
Safety Building	Police locker room	Troffer-2X4-Prismatic-Recessed	5
Safety Building	Rr	Vanity-4 foot-Prismatic-Surface	2
Safety Building	Shower room	Wrap-4 foot-Prismatic-Surface	2

Safety Building	Closet	Keyless-Medium-Open - no lens-Surface	1
Safety Building	Hallway	Troffer-2X4-Prismatic-Recessed	4
Safety Building	Hallway	2X2-Troffer-Prismatic-Recessed	1
Safety Building	Old Kitchen	Vapor Tight-4 foot-Clear-Surface	28
Safety Building	Old cooler	Jelly Jar-Medium-Clear-Wall	2
Safety Building	Po	Troffer-2X4-Prismatic-Recessed	2
Safety Building	Commissary storage	Troffer-2X4-Prismatic-Recessed	2
Safety Building	Rr	Drum-Medium-Frosted-Surface	1
Safety Building	Janitor	Troffer-2X4-Prismatic-Recessed	1
Safety Building	Hallway off kitchen	Troffer-2X4-Prismatic-Recessed	2
Safety Building	Laundry	Vapor Tight-4 foot-Clear-Surface	7
Safety Building	Laundry	Vapor Tight-4 foot-Clear-Surface	3
Safety Building	203 storage	Troffer-2X4-Prismatic-Recessed	1
Safety Building	Storage	Reflector-4 foot-Open - no lens-Surface	6
Safety Building	Phone room	Reflector-4 foot-Open - no lens-Surface	2
Safety Building	Booking area	Troffer-2X4-Prismatic-Recessed	13
Safety Building	Booking area	Track-Medium-Open - no lens-Track	4
Safety Building	Booking area	6-in Can-Medium-Open - no lens-Recessed	3
Safety Building	Booking area	Vapor Tight-4 foot-Clear-Surface	1
Safety Building	Rr	Round-Medium-Clear-Surface	1
Safety Building	Po	Troffer-2X4-Prismatic-Recessed	4
Safety Building	Womens dorm hallway	Troffer-2X4-Prismatic-Recessed	4
Safety Building	Womens dorm hallway	6-in Can-Medium-Open - no lens-Recessed	1
Safety Building	Womens dorm hallway	6-in Can-Medium-Frosted-Recessed	1

Safety Building	Rr	Round-Medium-Clear-Surface	1
Safety Building	Day room	Troffer-2X2-Prismatic-Surface	3
Safety Building	Day room	Troffer-2X2-Prismatic-Surface	9
Safety Building	Cell	Vandalproof-4 foot-Clear-Surface	1
Safety Building	Cell	Vandalproof-4 foot-Clear-Surface	1
Safety Building	Cell	Vandalproof-4 foot-Clear-Surface	1
Safety Building	Cell	Vandalproof-4 foot-Clear-Surface	1
Safety Building	Day room	Troffer-2X2-Prismatic-Surface	9
Safety Building	Visitation	Troffer-2X4-Prismatic-Recessed	3
Safety Building	Rr	Round-Medium-Clear-Surface	1
Safety Building	Cells	Vandalproof-4 foot-Clear-Surface	1
Safety Building	Cells	Vandalproof-4 foot-Clear-Surface	1
Safety Building	Cells	Vandalproof-4 foot-Clear-Surface	1
Safety Building	Visitation	Troffer-2X4-Prismatic-Recessed	4
Safety Building	Visitation	Troffer-2X4-Prismatic-Recessed	1
Safety Building	Visitation	2X2-Troffer-Prismatic-Recessed	1
Safety Building	Visitation	6-in Can-Medium-Frosted-Recessed	1
Safety Building	Visitation	6-in Can-Medium-Open - no lens-Recessed	1
Safety Building	Storage room	Round-Medium-Clear-Surface	1
Safety Building	Shower	Square-Medium-Clear-Recessed	1
Safety Building	Shower	Troffer-2X4-Prismatic-Recessed	1
Safety Building	Inmate property storage	Troffer-2X4-Prismatic-Recessed	1
Safety Building	Cells	Vandalproof-4 foot-Clear-Surface	1
Safety Building	Cells	Vandalproof-4 foot-Clear-Surface	1
Safety Building	Cells	Vandalproof-4 foot-Clear-Surface	1
Safety Building	Cells	Vandalproof-4 foot-Clear-Surface	1

Safety Building	Large Cell	Vandalproof-4 foot-Clear-Surface	2
Safety Building	Large Cell	Vandalproof-4 foot-Clear-Surface	2
Safety Building	Rr	Round-Medium-Clear-Surface	1
Safety Building	Janitor	Reflector-4 foot-Open - no lens-Surface	1
Safety Building	Mechanical	Reflector-4 foot-Open - no lens-Surface	9
Safety Building	Multi purpose	2x4 panel-Medium-Frosted-Recessed	8
Safety Building	Rec room	Strip-Medium-Clear-Suspended	2
Safety Building	Hallway	Troffer-2X4-Prismatic-Recessed	5
Safety Building	Hallway	Troffer-2X4-Prismatic-Recessed	1
Safety Building	Central control	Troffer-2X4-Prismatic-Recessed	1
Safety Building	Central control	Round-Medium-Clear-Surface	1
Safety Building	Med room	2X2-Troffer-Prismatic-Recessed	2
Safety Building	Rr	Troffer-2X4-Prismatic-Recessed	1
Safety Building	Stairwell	Reflector-4 foot-Open - no lens-Surface	3
Safety Building	Stairwell	Direct/Indirect-4 foot-Open - no lens-Wall	4
Safety Building	Stairwell	Reflector-4 foot-Open - no lens-Surface	4
Safety Building	Stairwell	Direct/Indirect-4 foot-Open - no lens-Wall	3
Safety Building	Water room	Reflector-4 foot-Open - no lens-Surface	1
Safety Building	Sprinkler room	Reflector-4 foot-Open - no lens-Surface	1
Safety Building	Storage	Jelly Jar-Medium-Clear-Wall	3
Safety Building	Storage	Reflector-4 foot-Open - no lens-Surface	3
Safety Building	Storage	Reflector-4 foot-Open - no lens-Surface	1

Safety Building	Sally port	Strip-4 foot-Clear-Suspended	7
Safety Building	Mech	Reflector-4 foot-Open - no lens-Surface	3
Safety Building	Elevator	Reflector-4 foot-Open - no lens-Surface	1
Safety Building	Lobby	Troffer-2X4-Prismatic-Recessed	2
Safety Building	Lobby	Troffer-2X4-Prismatic-Recessed	2
Safety Building	Stairs	Reflector-4 foot-Open - no lens-Surface	4
Safety Building	Stairs	Direct/Indirect-4 foot-Open - no lens-Wall	4
Secrest Auditorium	Auditorium	Round-Medium-Clear-Recessed	24
Secrest Auditorium	Auditorium	Decorative-Candelabra-Clear-Surface	24
Secrest Auditorium	Auditorium	Decorative-Candelabra-Open - no lens-Suspended	88
Secrest Auditorium	Auditorium	Round-Medium-Clear-Surface	14
Secrest Auditorium	Auditorium	Decorative-Candelabra-Open - no lens-Suspended	22
Secrest Auditorium	Spot booth	Pendant-Medium-Open - no lens-Pendant	1
Secrest Auditorium	Spot booth	Pendant-Medium-Open - no lens-Pendant	1
Secrest Auditorium	Stage	Pendant-Medium-Open - no lens-Pendant	5
Secrest Auditorium	Stage	Flood-Medium-Open - no lens-Surface	2
Secrest Auditorium	Stage	Pendant-Medium-Open - no lens-Pendant	9
Secrest Auditorium	Main lobby	Chandelier-Medium-Clear-Surface	12
Secrest Auditorium	Main lobby	Chandelier-Candelabra-Open - no lens-Surface	8
Secrest Auditorium	Main lobby	Track-Medium-Open - no lens-Track	13

Secrest Auditorium	Main lobby	Round-Medium-Clear-Recessed	21
Secrest Auditorium	Main lobby	6-in Can-Medium-Frosted-Recessed	6
Secrest Auditorium	Main lobby	Drum-Medium-Frosted-Surface	1
Secrest Auditorium	Handicap rr	Wrap-4 foot-Prismatic-Surface	1
Secrest Auditorium	Handicap rr	Jelly Jar-Medium-Frosted-Wall	1
Secrest Auditorium	Stairs	Drum-Medium-Frosted-Surface	1
Secrest Auditorium	Stairs	Wrap-4 foot-Prismatic-Surface	1
Secrest Auditorium	Balcony lobby	Drum-Medium-Frosted-Surface	4
Secrest Auditorium	Balcony stairs	Drum-Medium-Frosted-Surface	2
Secrest Auditorium	Balcony rr	Round-Medium-Clear-Surface	1
Secrest Auditorium	Balcony rr	Round-Medium-Clear-Surface	1
Secrest Auditorium	Stairs to basement	Wrap-4 foot-Prismatic-Surface	1
Secrest Auditorium	Rr	Jelly Jar-Medium-Frosted-Wall	1
Secrest Auditorium	Rr	Troffer-2X4-Prismatic-Recessed	5
Secrest Auditorium	Mechanical	Troffer-2X4-Prismatic-Suspended	1
Secrest Auditorium	Basement reception area	Troffer-2X4-Prismatic-Recessed	52
Secrest Auditorium	Basement reception area	Track-Medium-Open - no lens-Track	76
Secrest Auditorium	Storage rm	Wrap-4 foot-Open - no lens-Suspended	1
Secrest Auditorium	Mech	Industrial Strip-4 foot-Wire-Suspended	8
Secrest Auditorium	Stair	Wrap-4 foot-Prismatic-Surface	2
Secrest Auditorium	Stair	Keyless-Medium-Frosted-Wall	1
Secrest Auditorium	Chair storage	Strip-8 foot-Open - no lens-Suspended	1
Secrest Auditorium	Chair storage	Industrial Strip-4 foot-Wire-Suspended	8
Secrest Auditorium	Storage rm	Wrap-4 foot-Open - no lens-Suspended	1

Secrest Auditorium	Storage rm	8-in Can-Horizontal Plug-in 4 Pin-Open - no lens-Recessed	8
Secrest Auditorium	Storage rm	Troffer-2X4-Prismatic-Recessed	8
Secrest Auditorium	Storage rm	Wrap-4 foot-Open - no lens-Suspended	1
Secrest Auditorium	Kitchen	Wrap-4 foot-Open - no lens-Pendant	8
Secrest Auditorium	Buffet room	Troffer-2X4-Prismatic-Recessed	6
Secrest Auditorium	Ll vestibule	Decorative-Medium-Frosted-Surface	1
Secrest Auditorium	Ramp to basement	Troffer-2X4-Prismatic-Recessed	3
Secrest Auditorium	Electrical rm	Strip-8 foot-Wire guard-Suspended	1
Secrest Auditorium	Switch gear rm	Wrap-8 foot-Open - no lens-Suspended	1
Secrest Auditorium	Mech rm	Strip-8 foot-Open - no lens-Suspended	2
Secrest Auditorium	Mech rm	Strip-4 foot-Open - no lens-Suspended	2
Secrest Auditorium	Office hallway	2x4 panel-Medium-Frosted-Recessed	12
Secrest Auditorium	Rr	Wrap-4 foot-Prismatic-Surface	2
Secrest Auditorium	Storage	Troffer-2X4-Prismatic-Recessed	2
Secrest Auditorium	Main office	2x4 panel-Medium-Frosted-Recessed	2
Secrest Auditorium	Conference	Decorative-Candelabra-Open - no lens-Suspended	1
Secrest Auditorium	Po	Troffer-2X4-Prismatic-Recessed	4
Secrest Auditorium	Rr	Troffer-2X4-Prismatic-Recessed	1
Secrest Auditorium	Rr	2x4 panel-Medium-Frosted-Recessed	1
Secrest Auditorium	Lounge	2X2-Troffer-Prismatic-Recessed	2
Secrest Auditorium	Maintenance	Wrap-4 foot-Prismatic-Surface	2
Secrest Auditorium	Maintenance	Keyless-Medium-Frosted-Wall	1

Secrest Auditorium	Performers stairs	Decorative-Medium-Frosted-Surface	2
Secrest Auditorium	Basement stairs	Wrap-4 foot-Prismatic-Surface	1
Secrest Auditorium	Basement stairs	Wrap-4 foot-Prismatic-Surface	1
Secrest Auditorium	W dressing rm	Vanity-Medium-Open - no lens-Wall	72
Secrest Auditorium	W dressing rm	6-in Can-Medium-Frosted-Recessed	6
Secrest Auditorium	W dressing rm	Troffer-1X4-Prismatic-Recessed	1
Secrest Auditorium	Hallway	2X2-Troffer-Prismatic-Recessed	7
Secrest Auditorium	Hallway	Decorative-Medium-Frosted-Surface	1
Secrest Auditorium	M dressing rm	Vanity-Medium-Open - no lens-Wall	72
Secrest Auditorium	M dressing rm	6-in Can-Medium-Frosted-Recessed	6
Secrest Auditorium	M dressing rm	Troffer-1X4-Prismatic-Recessed	1
Secrest Auditorium	W rr	Wrap-4 foot-Prismatic-Surface	2
Secrest Auditorium	Ticket Lobby	Round-Medium-Clear-Recessed	16
Secrest Auditorium	Ticket Lobby	Chandelier-Medium-Clear-Surface	12
Secrest Auditorium	Ticket Lobby	Wrap-4 foot-Prismatic-Surface	1
Secrest Auditorium	Ticket Counter	Drum-Medium-Frosted-Surface	1
Traffic	Garage bay 1	Highbay-4 foot-Open - no lens-Suspended	6
Traffic	Garage bay 1	Highbay-4 foot-Open - no lens-Suspended	2
Traffic	Garage bay 2	Industrial Strip-8 foot-Open - no lens-Suspended	1
Traffic	Garage bay 2	Highbay-4 foot-Open - no lens-Suspended	2
Traffic	Garage bay 2	Highbay-4 foot-Open - no lens-Suspended	2

Traffic	Garage bay 2	Industrial Strip-8 foot-Open - no lens-Surface	5
Traffic	Bottom garage	Industrial Strip-8 foot-Open - no lens-Surface	6
Traffic	Bottom garage	Security-Medium-Open - no lens-Wall	1
Traffic	Upstairs storage	Industrial Strip-8 foot-Open - no lens-Suspended	3
Traffic	Upstairs storage	Security-Medium-Open - no lens-Fixture	2
Traffic	Upstairs storage	Industrial Strip-8 foot-Open - no lens-Surface	5
Traffic	Upstairs storage	4-in Can-Medium-Open - no lens-Recessed	9
Traffic	Upstairs storage	Wallpack-Mogul-Clear-Surface	2
Traffic	Upstairs po	6-in Can-Medium-Open - no lens-Recessed	3
Traffic	Upstairs po	6-in Can-Medium-Open - no lens-Recessed	3
Traffic	Break room	Industrial Strip-8 foot-Open - no lens-Surface	1
Traffic	Break room	Wrap-4 foot-Open - no lens-Surface	1
Traffic	Break room	Strip-4 foot-Open - no lens-Surface	1
Traffic	Hallway	Industrial Strip-8 foot-Open - no lens-Surface	1
Traffic	Secured storage	Industrial Strip-8 foot-Open - no lens-Surface	1
Traffic	Hallway	Cloud-4 foot-Clear-Surface	1
Traffic	Po	Troffer-Medium-Prismatic-Recessed	3
Traffic	Po	2 in can-2 Pin-MR16-Recessed	3
Traffic	Rr	Troffer-2x4-Frosted-Recessed	2

Vehicle Maintenance	Garage	Highbay-Mogul-Open - no lens-Pendant	18
Vehicle Maintenance	Garage	Industrial Strip-8 foot-Open - no lens-Suspended	5
Vehicle Maintenance	Garage	Strip-8 foot-Open - no lens-Suspended	3
Vehicle Maintenance	Garage	Industrial Strip-8 foot-Open - no lens-Suspended	2
Vehicle Maintenance	Garage	Exit-White-Red-Surface	2
Vehicle Maintenance	Stairs to storage	Exit-White-Red-Surface	1
Vehicle Maintenance	Stairs to storage	Jelly Jar-Medium-Clear-Surface	1
Vehicle Maintenance	Parts Storage	Strip-8 foot-Open - no lens-Suspended	11
Vehicle Maintenance	Parts Storage	Strip-4 foot-Open - no lens-Suspended	2
Vehicle Maintenance	Po	Troffer-2X4-Prismatic-Recessed	4
Vehicle Maintenance	Po	Troffer-2X4-Prismatic-Recessed	2
Vehicle Maintenance	Downstairs parts storage	Industrial Strip-8 foot-Open - no lens-Surface	8
Vehicle Maintenance	Downstairs parts storage	Strip-8 foot-Open - no lens-Surface	1
Vehicle Maintenance	Breakroom	Troffer-2X4-Prismatic-Recessed	4
Vehicle Maintenance	Back shop	High bay-Medium-Open - no lens-Pendant	5
Vehicle Maintenance	Back shop	High bay-Medium-Open - no lens-Pendant	1
Vehicle Maintenance	Back shop	Highbay-Mogul-Open - no lens-Surface	2
Vehicle Maintenance	Back shop	Highbay-8 foot-Open - no lens-Suspended	2
Vehicle Maintenance	Back shop	Strip-8 foot-Open - no lens-Suspended	1
Vehicle Maintenance	Back shop	Strip-8 foot-Open - no lens-Surface	2

Vehicle Maintenance	Back shop	Industrial Strip-8 foot-Open - no lens-Suspended	2
Vehicle Maintenance	Back shop	Strip-4 foot-Open - no lens-Suspended	1
Vehicle Maintenance	Back shop	Exit-White-Red-Surface	2
Vehicle Maintenance	Back garage	Highbay-Mogul-Open - no lens-Pendant	12
Vehicle Maintenance	Back garage	Troffer-2X4-Open - no lens-Suspended	1
Vehicle Maintenance	Back garage	Strip-4 foot-Open - no lens-Surface	1
Vehicle Maintenance	Water storage stairs	Jelly Jar-Medium-Clear-Surface	1
Vehicle Maintenance	Water storage	Strip-4 foot-Open - no lens-Surface	8
Vehicle Maintenance	Water storage	Reflector-Medium-Open - no lens-Surface	10
Vehicle Maintenance	Water hallway	Strip-4 foot-Open - no lens-Surface	12
Vehicle Maintenance	Water hallway	Exit-White-Red-Surface	3
Vehicle Maintenance	Janitor and storage	Troffer-2X4-Open - no lens-Recessed	2
Vehicle Maintenance	Reception office	Troffer-2X4-Prismatic-Recessed	4
Vehicle Maintenance	Front entrance	Troffer-2X4-Prismatic-Recessed	1
Vehicle Maintenance	Po	Troffer-2X4-Prismatic-Recessed	2
Vehicle Maintenance	Water parts	Troffer-2X4-Prismatic-Recessed	2
Vehicle Maintenance	Union office	Troffer-2X4-Prismatic-Recessed	2
Vehicle Maintenance	Rr	Troffer-2X4-Prismatic-Recessed	2
Vehicle Maintenance	Breakroom	Wrap-4 foot-Prismatic-Suspended	6
Vehicle Maintenance	Rr	Troffer-2X4-Prismatic-Recessed	2
Vehicle Maintenance	Po	Troffer-2X4-Prismatic-Recessed	2
Waste Water Treatment Plant	Lobby	2X2-Troffer-Prismatic-Recessed	2
Waste Water Treatment Plant	Vestibule/ hallway	2X2-Troffer-Prismatic-Recessed	5

Waste Water Treatment Plant	Rr hallway	2X2-Troffer-Prismatic-Recessed	1
Waste Water Treatment Plant	W rr	Vapor Tight-4 foot-Clear-Surface	1
Waste Water Treatment Plant	M rr	Vapor Tight-4 foot-Clear-Surface	2
Waste Water Treatment Plant	Lunch and training room	Troffer-2X4-Prismatic-Recessed	6
Waste Water Treatment Plant	Vestibule off lunch room	2X2-Troffer-Prismatic-Recessed	1
Waste Water Treatment Plant	Plant secretary po	2X2-Troffer-Prismatic-Recessed	1
Waste Water Treatment Plant	Plant secretary po	Troffer-2X4-Prismatic-Recessed	3
Waste Water Treatment Plant	Po closet	Strip-2 foot-Prismatic-Surface	1
Waste Water Treatment Plant	Garage	Highbay-Mogul-Open - no lens-Surface	2
Waste Water Treatment Plant	Garage	Vapor Tight-4 foot-Clear-Surface	1
Waste Water Treatment Plant	Other hallway	Troffer-2X4-Prismatic-Recessed	2
Waste Water Treatment Plant	Janitor	Vapor Tight-4 foot-Clear-Surface	1
Waste Water Treatment Plant	Operations room	Troffer-2X4-Prismatic-Recessed	2
Waste Water Treatment Plant	Shop	Strip-4 foot-Open - no lens-Suspended	13
Waste Water Treatment Plant	Shop closet	Troffer-2X4-Prismatic-Recessed	3
Waste Water Treatment Plant	Po	Troffer-2X4-Paracube-Recessed	5
Waste Water Treatment Plant	Po	Troffer-2X4-Prismatic-Recessed	1
Waste Water Treatment Plant	Po closets	Keyless-Medium-Open - no lens-Surface	2
Waste Water Treatment Plant	Stairs	Direct/indirect-3 foot-Prismatic-Surface	5
Waste Water Treatment Plant	Stairs	Troffer-2X4-Prismatic-Recessed	5
Waste Water Treatment Plant	Stairs	Troffer-2X4-Prismatic-Recessed	3
Waste Water Treatment Plant	Hallway	2X2-Troffer-Prismatic-Recessed	3
Waste Water Treatment Plant	Mens rr	Vapor Tight-4 foot-Clear-Surface	1
Waste Water Treatment Plant	Lab storage	Troffer-2X4-Prismatic-Recessed	1
Waste Water Treatment Plant	Womens rr	Vapor Tight-4 foot-Clear-Surface	1

Waste Water Treatment Plant	Janitors closet	Industrial Strip-4 foot-Open - no lens-Suspended	1
Waste Water Treatment Plant	Break room	Troffer-2X4-Prismatic-Recessed	2
Waste Water Treatment Plant	Lab room	Troffer-2X4-Prismatic-Recessed	1
Waste Water Treatment Plant	Wastewater lab	Troffer-2X4-Prismatic-Recessed	18
Waste Water Treatment Plant	Wastewater lab	Strip-4 foot-Clear-Recessed	1
Waste Water Treatment Plant	Wastewater lab	Jelly Jar-Medium-Clear-Surface	2
Waste Water Treatment Plant	Wastewater lab	Strip-4 foot-Clear-Surface	13
Waste Water Treatment Plant	Wastewater lab	Strip-2 foot-Clear-Surface	1
Waste Water Treatment Plant	Deputy supervisor po	Troffer-2X4-Prismatic-Recessed	3
Waste Water Treatment Plant	Lab supervisor po	Troffer-2X4-Prismatic-Recessed	2
Waste Water Treatment Plant	Plant supervisor	Troffer-2X4-Prismatic-Recessed	6
Waste Water Treatment Plant	Freight elevator	Strip-4 foot-Clear-Surface	1
Waste Water Treatment Plant	Boiler room	Vapor Tight-4 foot-Clear-Surface	8
Waste Water Treatment Plant	Hallway	Vapor Tight-4 foot-Clear-Surface	9
Waste Water Treatment Plant	W locker room	Vapor Tight-4 foot-Clear-Surface	3
Waste Water Treatment Plant	W locker room	Direct/indirect-3 foot-Prismatic-Surface	1
Waste Water Treatment Plant	M locker room	Vapor Tight-4 foot-Clear-Surface	7
Waste Water Treatment Plant	Secure storage	Vapor Tight-4 foot-Clear-Suspended	1
Waste Water Treatment Plant	Map room	Troffer-2X4-Prismatic-Recessed	1
Waste Water Treatment Plant	Secured parts	Vapor Tight-4 foot-Clear-Surface	3
Waste Water Treatment Plant	Secured parts	Vapor Tight-4 foot-Clear-Suspended	3
Waste Water Treatment Plant	Garage	Strip-Medium-Frosted-Suspended	6
Waste Water Treatment Plant	Garage	Flood-Medium-Open - no lens-Surface	1
Waste Water Treatment Plant	Garage	Keyless -Medium-Open - no lens-Surface	3

Waste Water Treatment Plant	Garage	Flood-Medium-Open - no lens-Surface	1
Waste Water Treatment Plant	Open area	Industrial Strip-4 foot-Open - no lens-Suspended	2
Waste Water Treatment Plant	Open area	Strip-4 foot-Open - no lens-Suspended	2
Waste Water Treatment Plant	Shared office	Troffer-2X4-Prismatic-Recessed	2
Waste Water Treatment Plant	Po	Troffer-2X4-Prismatic-Recessed	2
Waste Water Treatment Plant	Pump room	Explosion proof -Medium-Clear-Surface	6
Waste Water Treatment Plant	Lower level room	Explosion proof -Medium-Clear-Surface	4
Waste Water Treatment Plant	Lower level room	Explosion proof -Medium-Clear-Surface	2
Waste Water Treatment Plant	Equipment	Vapor Tight-4 foot-Clear-Surface	10
Waste Water Treatment Plant	Control room	Vapor Tight-4 foot-Clear-Surface	2
Waste Water Treatment Plant	Tank room	Expolsion proof-4 foot-Clear-Surface	11
Waste Water Treatment Plant	Garage	Industrial Strip-4 foot-Open - no lens-Surface	18
Waste Water Treatment Plant	Garage	Strip-Medium-Frosted-Suspended	1
Waste Water Treatment Plant	Po	Troffer-2X4-Paracube-Recessed	1
Waste Water Treatment Plant	Po	2x4 troffer-Medium-Frosted-Recessed	4
Waste Water Treatment Plant	Po	Troffer-2X4-Paracube-Recessed	1
Waste Water Treatment Plant	Hallway	2x4 troffer-Medium-Frosted-Recessed	2
Waste Water Treatment Plant	Electrical	Vapor Tight-4 foot-Clear-Suspended	2
Waste Water Treatment Plant	Breakroom	2x4 troffer-Medium-Frosted-Recessed	4
Waste Water Treatment Plant	Mens locker	Vapor Tight-4 foot-Clear-Surface	5
Waste Water Treatment Plant	Garage	Vapor Tight-4 foot-Clear-Suspended	26

Waste Water Treatment Plant	Open room	Expolsion proof-4 foot-Clear-Surface	2
Waste Water Treatment Plant	Magnetron room	Industrial Strip-4 foot-Open - no lens-Suspended	11
Waste Water Treatment Plant	Stairs	Vapor Tight-4 foot-Clear-Surface	3
Waste Water Treatment Plant	Stairs	Vapor Tight-4 foot-Clear-Surface	3
Waste Water Treatment Plant	Press room	Vapor Tight-4 foot-Clear-Suspended	10
Waste Water Treatment Plant	Rr	Vapor Tight-4 foot-Clear-Suspended	1
Waste Water Treatment Plant	Pump room	Vapor Tight-4 foot-Clear-Suspended	8
Waste Water Treatment Plant	Equipment room	Vapor Tight-4 foot-Clear-Suspended	1
Waste Water Treatment Plant	Garage bay	Explosion proof -Mogul-Clear-Pendant	8
Waste Water Treatment Plant	Garage bay	Explosion proof -Medium-Clear-Surface	2
Waste Water Treatment Plant	Garage bay 2	Highbay-Medium-Clear-Surface	4
Waste Water Treatment Plant	Lab	Vapor Tight-4 foot-Clear-Suspended	1
Waste Water Treatment Plant	Room	Vapor Tight-4 foot-Clear-Surface	2
Waste Water Treatment Plant	Room	Vapor Tight-4 foot-Clear-Surface	2
Waste Water Treatment Plant	Storage	Industrial Strip-4 foot-Open - no lens-Surface	10
Waste Water Treatment Plant	Blower room	Highbay-Medium-Clear-Surface	8
Waste Water Treatment Plant	Electrical	Vapor Tight-4 foot-Clear-Surface	3
Waste Water Treatment Plant	Electrical room	Explosion proof -Mogul-Clear-Surface	4
Waste Water Treatment Plant	Empty room	Expolsion proof-4 foot-Clear-Surface	4
Waste Water Treatment Plant	Flow room	Vapor Tight-4 foot-Clear-Surface	2
Waste Water Treatment Plant	Pump room	Vapor Tight-4 foot-Clear-Surface	17

Waste Water Treatment Plant	Sludge room	Expolsion proof-4 foot-Clear-Surface	2
Waste Water Treatment Plant	Main level	Highbay explosion proof -Medium-Clear-Surface	4
Waste Water Treatment Plant	Back entry	Highbay explosion proof -Medium-Clear-Surface	3
Waste Water Treatment Plant	Back entry	Explosion proof -Medium-Clear-Pendant	2
Waste Water Treatment Plant	Basement equipment room	Explosion proof -Mogul-Clear-Surface	6
Waste Water Treatment Plant	Electrical	Vapor Tight-4 foot-Clear-Surface	2
City Hall Ext	Wallpacks	Wallpack-Medium-Clear-Wall	11
City Hall Ext	Flag pole light	Flood-Medium-Clear-Wall	1
City Hall Ext	Canopy	Square-Medium-Frosted-Recessed	2
City Hall Ext	Canopy	Flood-Medium-Open - no lens-Surface	4
City Hall Ext	Canopy	Flood-Medium-Open - no lens-Surface	1
City Hall Ext	Drive thru canopy	Decorative-Medium-Frosted-Wall	2
Eppley Fire station Ext	Wallpack	Wallpack-Medium-Clear-Wall	2
Eppley Fire station Ext	Wallpack	Wallpack-Medium-Clear-Wall	1
Garage Ext	Wallpack	Wallpack-Medium-Clear-Wall	3
Garage Ext	Jelly jar	Jelly Jar-Medium-Clear-Wall	2
Garage Ext	Wallpack	Wallpack-Medium-Clear-Wall	1
Leonard Fire Station Ext	Wallpack	Wallpack-Medium-Clear-Wall	2
Leonard Fire Station Ext	Wallpack	Wallpack-Medium-Clear-Wall	2
Leonard Fire Station Ext	Canopy	Strip-Medium-Frosted-Surface	2
Leonard Fire Station Ext	Flag pole spot	Flood-Medium-Clear-Ground	1
Leonard Fire Station Ext	Pole	Shoe Box-Medium-Clear-Pole	5
Parks and Rec Ext	Canopy	Decorative-Medium-Clear-Suspended	1

Parks and Rec Ext	Canopy	Keyless-Medium-Open - no lens-Surface	1
Police Annex Ext	Flood	Flood-Medium-Clear-Surface	1
Police Annex Ext	Flood	Flood-Medium-Clear-Surface	1
Police Annex Ext	Wallpack	Wallpack-Mogul-Clear-Wall	2
Police Annex Ext	Yard blaster	Yard blaster-Medium-Open - no lens-Surface	2
Police Annex Ext	Back canopy	Jelly Jar-Medium-Clear-Surface	3
Police Annex Ext	Sconces	Decorative-Medium-Frosted-Wall	2
Safety Building Ext	Canopy	Cylinder-Medium-Paracube-Surface	2
Safety Building Ext	Canopy	Cylinder-Medium-Open - no lens-Surface	10
Safety Building Ext	Canopy	Cylinder-Medium-Open - no lens-Surface	4
Safety Building Ext	Flood	Flood-Medium-Clear-Pole	1
Safety Building Ext	Flag spots	Flood-Medium-Open - no lens-Surface	2
Safety Building Ext	Wallpack	Wallpack-Medium-Clear-Wall	9
Safety Building Ext	Flood	Flood-Medium-Open - no lens-Surface	1
Safety Building Ext	Wallpack	Wallpack-Medium-Clear-Wall	3
Safety Building Ext	Wallpack	Wallpack-Medium-Clear-Surface	1
Safety Building Ext	Parking port	12 in can-Medium-Clear-Recessed	14
Safety Building Ext	Pole	Flood-Meduim-Clear-Pole	1
Safety Building Ext	Sign Light	Flood-Integrated-Clear-Ground	1
Secrest Auditorium Ext	Canopy	Square-Medium-Frosted-Recessed	10
Secrest Auditorium Ext	Wall	Decorative-Medium-Frosted-Wall	1
Secrest Auditorium Ext	Canopy	Jelly Jar-Medium-Clear-Surface	3
Secrest Auditorium Ext	Pole	Pole-Meduim-Clear-Pole	6

Secrest Auditorium Ext	Flood	Flood-Meduim-Clear-Ground	2
Secrest Auditorium Ext	Wallpack	Wallpack-Medium-Clear-Surface	1
Traffic Ext	Wallpack	Wallpack-Medium-Clear-Surface	4
Traffic Ext	Canopy	Square-Medium-Clear-Recessed	4
Vehicle Maintenance Ext	Wallpack	Wallpack-Medium-Clear-Wall	6
Vehicle Maintenance Ext	Jelly jar	Jelly Jar-Medium-Frosted-Wall	2
Vehicle Maintenance Ext	Sconce	Up/down-Medium-Frosted-Wall	3
Vehicle Maintenance Ext	Wallpack	Wallpack-Medium-Clear-Wall	2
Waste Water Treatment Plant Ext	Wallpack	Wallpack-Medium-Frosted-Surface	1
Waste Water Treatment Plant Ext	Spot	Flood-Medium-Open - no lens-Surface	1
Waste Water Treatment Plant Ext	Flood	Flood-Medium-Clear-Wall	1
Waste Water Treatment Plant Ext	Wallpack	Wallpack-Meduim-Clear-Wall	6
Waste Water Treatment Plant Ext	Flood	Shoe Box-Meduim-Clear-Pole	2
Waste Water Treatment Plant Ext	Pole	Yard blaster-Medium-Clear-Pole	1
Waste Water Treatment Plant Ext	Flood	Flood-Meduim-Clear-Wall	3
Waste Water Treatment Plant Ext	Flood	Shoe Box-Meduim-Clear-Pole	4
Waste Water Treatment Plant Ext	Flood	Flood-Medium-Open - no lens-Wall	3
Waste Water Treatment Plant Ext	Flood	Flood-Medium-Clear-Suspended	1
Waste Water Treatment Plant Ext	Flood	Jelly Jar-Medium-Clear-Wall	2
Waste Water Treatment Plant Ext	Flood	Flood-Medium-Clear-Surface	2
Waste Water Treatment Plant Ext	Wallpack	Wallpack-Meduim-Clear-Wall	5
Waste Water Treatment Plant Ext	Wallpack	Wallpack-Medium-Frosted-Surface	5
Waste Water Treatment Plant Ext	Wallpack	Wallpack-Meduim-Clear-Wall	10
Waste Water Treatment Plant Ext	Pole on bldg	Shoe Box-Meduim-Clear-Pole	7
Waste Water Treatment Plant Ext	Flood	Flood-Medium-Clear-Surface	2

Waste Water Treatment Plant Ext	Flood	Explosion proof -Mogul-Clear-Pendant	5
Waste Water Treatment Plant Ext	Flood	Wallpack-Medium-Open - no lens-Surface	1
Waste Water Treatment Plant Ext	Pole	Flood-Medium-Clear-Pole	16
Waste Water Treatment Plant Ext	Pole	Pole-Medium-Clear-Pole	5
Waste Water Treatment Plant Ext	Canopy	Square-Medium-Clear-Recessed	1
Waste Water Treatment Plant Ext	Flag pole	Flood-Medium-Clear-Ground	1

Ways & Means Committee
Ann Gildow, Chair

ORDINANCE NO. 2020 - 14

AN ORDINANCE AUTHORIZING THE CITY TO ENTER INTO ENERGY SAVINGS CONTRACTS WITH ABM TECHNICAL SOLUTIONS, LLC.

WHEREAS, The City of Zanesville's City Council (the "Council"), is authorized under Ohio Revised Code ("ORC") Section 717.02 to select a vendor for the purpose of developing an energy conservation report; and,

WHEREAS, Ordinance No. 19-77 authorized and directed the Mayor to enter into an agreement with the firm of ABM Technical Solutions, LLC for the provision of an energy conservation report; and,

WHEREAS, as a result of the energy conservation report, the Council has determined to undertake capital projects consisting of, but not limited to, all or some of the following: a guaranteed energy savings and conversion project, including the planning, design, purchase, acquisition, installation, construction, equipping and furnishing of energy savings repairs, renovations, upgrades and improvements to buildings and facilities operated by the City of Zanesville as funds are available to undertake and complete (the "Project"); and,

WHEREAS, in order to implement the Project, the Council proposes to enter into an Energy Savings Contract and an Energy Equipment Installation Contract with ABM Technical Solutions, LLC (the "Contracts"); and,

WHEREAS, the City is authorized under the Constitution and laws of the State of Ohio (the "State"), to enter into financing agreements (including lease obligations) to finance capital improvements for the governmental and miscellaneous functions of the City if so desired; and

WHEREAS, pursuant to the Contracts, the City Council desires to acquire certain equipment with a cost not to exceed $11,800,000, constituting improvements at the various City facilities, and water metering infrastructure; and,

WHEREAS, the proposed improvements will result in an estimated savings in energy, maintenance, voided capital costs, opportunity cost, and operating expense of $19,756,469 over twenty (20) years.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Zanesville, State of Ohio, that:

SECTION 1. That the Mayor be and hereby is authorized and directed to enter into agreements with the firm of ABM Technical Solutions, LLC for the provision of the aforementioned services.

SECTION 2. That the City Council finds that the amount of money to be spent on the Energy Conservation Measures is not likely to exceed the amount of money the City will save in energy, operating, maintenance, opportunity cost and voided capital costs over the average system life of the measures as specified in the energy conservation report.

ORDINANCE NO. 2020 - 14

SECTION 3. This ordinance shall take effect and be in force from and after its passage and publication according to law.

PASSED: _____, 2020

ATTEST:

SUSAN CULBERTSON,
Clerk of Council

DANIEL M. VINCENT,
President of Council

APPROVED: _____, 2020

THIS LEGISLATION APPROVED AS TO FORM

DONALD MASON,
Mayor

LAW DIRECTOR'S OFFICE

Ways & Means Committee
Ann Gildow, Chair

ORDINANCE NO. 2020 - 15

AN ORDINANCE AUTHORIZING THE CITY TO ENTER INTO A TAX-EXEMPT MUNICIPAL LEASE FOR THE FUNDING OF ENERGY CONSERVATION MEASURES IN THE CITY PROVIDED BY ABM TECHNICAL SOLUTIONS, LLC.

WHEREAS, Ordinance No. 2020-14 authorized and directed the City to enter into an agreement with ABM Technical Solutions, LLC in an amount not to exceed $11,800,000 for the implementation of energy conservation measures throughout the City; and,

WHEREAS, the City is authorized under the laws of the State of Ohio, to enter into financing agreements, including lease obligations, to fund capital improvements for the governmental and miscellaneous functions of the City if so desired.

NOW BE IT ORDAINED, by the City Council of the City of Zanesville, State of Ohio, that:

SECTION 1. The Mayor is hereby authorized and directed to enter into a municipal lease agreement in order to fund the implementation of energy conservation measures provided by ABM Technical Solutions, LLC.

SECTION 2. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Revised Code of Ohio.

SECTION 3. This ordinance shall take effect and be in force from and after its passage and publication according to law.

PASSED: _____, 2020

ATTEST:

SUSAN CULBERTSON,
Clerk of Council

DANIEL M. VINCENT,
President of Council

APPROVED: _____, 2020

DONALD MASON,
Mayor

THIS LEGISLATION APPROVED AS TO FORM

LAW DIRECTOR'S OFFICE

Ann Gildow
Ways and Means Committee

ORDINANCE NO. 20-05
INTRODUCED BY COUNCIL

AN ORDINANCE AUTHORIZING THE PROPER CITY OFFICIAL TO DISPOSE OF CITY PROPERTY

WHEREAS, the City of Zanesville purchased an iPad 5th Generation, Apple iMac and Apple MacBook Pro for Judge Joseph use during his tenure, which will end on 12/31/2019; and

WHEREAS, Judge Joseph has requested to purchase the City issued devices; and

WHEREAS, Judge Joseph received valuations of said used equipment from the Muskingum County I.S. Department (attached hereto as Exhibit A) and said values having been verified by the City's Information Technology supervisor; and

WHEREAS, the City Auditor feels the valuations attached are an appropriate amount to charge for the devices.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Zanesville, Ohio, that:

SECTION ONE: The proper City Official is hereby authorized to dispose of the iPad 5th Generation, Apple iMac and Apple MacBook Pro.

SECTION TWO: The disposal method shall be by selling the property for the amount of $1,450.00 as quoted in Exhibit A attached hereto.

SECTION THREE: This ordinance shall take effect and be in force from and after the earliest period allowed by law.

PASSED: _____, 2020

_____
Sue Culbertson
Clerk of Council

_____
Daniel M. Vincent
President of Council

APPROVED: _____, 2020

This legislation approved as to form:

_____
Donald Mason, Mayor

_____
Law Director's Office

Attachment to Ordinance No. 2020-05

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MCIS

Dan Long
MIS Director

Robert Moore
Systems Administrator

Christian Stone
Desktop Administrator

Greg Hutchinson
Desktop Administrator

Muskingum County I.S. Dept. Valuation of used equipment from Zanesville Municipal Court.

Items For valuation are for the following;

IPad 5th generation, 64GB, 9.7 inch..... $150.00

Apple iMac with apple keyboard and magic mouse - Core i5 2.7 GHz - 8 GB - 1 TB - LED 21.5"
Mfg. Part#: ME086LL/A..... $400.00

Apple MacBook Pro 8GB Ram, 128GB hard drive, Mfg. Part#: MPXQ2LL/A..... $900.00

Dan Long, Director of I.S.