

1. Agenda

Documents:

[2020-03-23 AGENDA.PDF](#)

2. Meeting Materials

Documents:

[2020-03-23 COUNCIL PACKET.PDF](#)

[2020-03-23 AGENDA-REVISED TO ADD 2020-58.PDF](#)

Public Hearing

A public hearing will be held on March 23, 2020 at 6:00 p.m. at Zanesville City Council, 401 Main Street, Zanesville, Ohio concerning a proposed joint economic development contract to be entered into by the City of Zanesville, Ohio and Perry Township in the County of Muskingum, Ohio. Notice is hereby given by the Council of the City of Zanesville, Ohio. The proposed contract and related documents are available for inspection at the office of the undersigned at 401 Market Street, Zanesville, Ohio, during regular business hours.

Public Hearing

A Public Hearing is scheduled for 6:10 p.m., Monday, March 23, 2020 in the City of Zanesville's Council Chambers, 401 Market Street, Zanesville, Ohio to hear a request by the City of Zanesville to amend Chapters 1105.10 and 1353.04 of the City of Zanesville Planning and Zoning Code. All testimony for and against will be heard.

PUBLIC HEARING

A Public Hearing is scheduled for 6:15 p.m., Monday, March 23, 2020 in the City of Zanesville's Council Chambers, 401 Market Street, Zanesville, Ohio to hear a request to amend and revise the zoning map and make permanent zoning in the City of Zanesville, Ohio from C-2 Community and Regional Commercial to C-4 Highway Commercial for Parcel Numbers 82-04-01-01-000, 82-08-01-40-000, 82-08-01-38-000, 82-08-01-41-000, 82-04-01-03-000, 82-08-01-42-000, 82-04-01-02-000, 82-08-01-43-000, 82-08-01-01-000, 82-08-01-44-000, 82-08-01-39-000, and 82-08-01-45-000 which are 12 parcels along Maysville Avenue between Alfred Street and Pine Street. All testimony for and against will be heard.

City Council meeting Agenda of business March 23, 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. Resolution No. 2020-56 – Introduced by Council – A Resolution declaring that a local emergency exists in the City of Zanesville, Ohio and declaring an emergency.
2. Resolution No. 2020-48 – Introduced by Council – A Resolution declaring the City of Zanesville's support for the 2021 Zane Trace Commemoration on June 18-20, 2021. (First Reading)
3. Resolution No. 2020-50 – Introduced by Council – A Resolution of support for AK Steel and declaring an emergency. (Emergency or First Reading)

D. Proposed ordinances

4. Ordinance No. 2020-49 – Introduced by Council – An Ordinance authorizing participation in the ODOT Winter Contract for Road Salt, and declaring an emergency. (Emergency or First Reading)
5. Ordinance No. 2020-51 – Introduced by Council – An Ordinance authorizing the proper city official to execute a Memorandum of Agreement with the Ohio Historic Preservation Office, Fairfield Homes, Inc. and Heritage Ohio, Inc. (First Reading)
6. Ordinance No. 2020-52 – Introduced by Council – An Ordinance authorizing the proper city official to grant funds to the City of Zanesville Community Improvement Corporation resulting from the sale of property. (First Reading)
7. Ordinance No. 2020-53 – Introduced by Council – An Ordinance authorizing the proper city official to advertise for bids and enter in to a contract with the lowest and best bidder for the R6 and R8 through R11 Basin Sewer Separation Project (First Reading)
8. Ordinance No. 2020-54 – Introduced by Council – An Ordinance authorizing an amendment to the Zanesville, South Zanesville and Springfield Township Joint Economic Development District Contract. (First Reading)
9. Ordinance No. 2020-55 – Introduced by Council – An Ordinance to amend and revise the zoning map and make permanent zoning in the City of Zanesville, Ohio as herein provided. (First Reading)
10. Ordinance No. 2020-57 – Introduced by Council – An Ordinance authorizing the proper City Official to provide amenities for events related to the current state of emergency caused by the COVID-19 Virus and declaring an emergency. (Emergency of First Reading)

E. Ordinances for action

11. Ordinance No. 2020-45 – Introduced by Council – An Ordinance authorizing the proper city official to advertise for bids and enter into a contract for the 2020 Citywide OPWC Overlay with the lowest and best bidder. (Second Reading)
12. Ordinance No. 2020-47 Amended – Introduced by Council – An Ordinance authorizing the proper city official to commit city funding as a match for an Appalachian Regional Commission Grant for contracting of a GPS Data Collection and GIS mapping Service. (Second Reading)
13. Ordinance No. 2020-14 – Introduced by Council - An Ordinance authorizing the City to enter into Energy Savings Contracts with ABM Technical Solutions, LLC. (Third Reading)
14. 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. (Third Reading)
15. Ordinance No. 2020-33 – Introduced by Council – An Ordinance establishing a Single Source Waste Generator Fee. (Third Reading)

16. Ordinance No. 2020-34 – Introduced by Council – An Ordinance authorizing the expenditure of funds relating to the Lock #10 Canal Trail Project. (Third Reading)
17. Ordinance No. 2020-35 – Introduced by Council – An Ordinance authorizing the Municipal Court Judge to enter into an agreement with the Ohio Attorney General's Office for the collection of monies owed to the Zanesville Municipal Court. (Third Reading)
18. Ordinance No. 2020-36 – Introduced by Council – An Ordinance establishing Pay, Benefit, and Employment Policies and Procedures for Unaffiliated Employees in the Municipal Service. (Third Reading)
19. Ordinance No. 2020-37 – Introduced by Council – An Ordinance authorizing a Maximum Schedule of positions for the City of Zanesville's Workforce. (Third Reading)
20. Ordinance No. 2020-39 – Introduced by Council – An Ordinance amending Chapter 1105.10 and Chapter 1353.04. (Third Reading)
21. Ordinance No. 2020-40A – Introduced by Council – An Ordinance to amend and revise the Zoning Map and make permanent zoning in the City of Zanesville, Ohio as herein provided. (Third Reading)
22. Ordinance No. 2020-41A – Introduced by Council – An Ordinance reaffirming Ordinance 03-73 establishing the boundaries of the Greenwood Community Reinvestment Area and reaffirming Ordinance 06-76 that amended the incentive term for new construction and remodeling. (Third Reading)

F. Traffic orders

G. Miscellaneous and unfinished business

H. Private petitions and communications-No Non-agenda item petitions were filed

Public Hearing

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**City Council meeting
Agenda of business
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F. **Traffic orders**

G. **Miscellaneous and unfinished business**

H. **Private petitions and communications-No Non-agenda item petitions were filed**

ZANESVILLE CITY COUNCIL MEETING – MONDAY, MARCH 09, 2020

The Zanesville City Council met in regular session at 7:00 p.m. on Monday, March 09, 2020 in the City Council Chambers, 401 Market Street, Zanesville, Ohio.

Mr. Roberts, President Pro-Tempore, led those present in the Lord's Prayer.

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

Mrs. Osborn moved to excuse Mr. Vincent. It was seconded by Mr. Foreman. A voice vote was taken with all present being in favor except Mr. Sharrer who voted nay. Motion carries.

APPROVAL OF MINUTES

Mrs. Osborn moved to accept the minutes of February 24, 2020 as written, seconded by Mr. Foreman.

Motion carries.

Mr. Sharrer: If I could make a slight amendment to the Agenda under Communications and Reports and Resolutions, Number Two I believe there is an error with Ms. Hamilton's term will expire February 29, 2020. It should be February 28, 2022.

Mr. Roberts: Mr. Sharrer, let's go ahead and get that one on the floor and then we can make the amendment.

Mr. Sharrer: Okay.

COMMUNICATIONS, REPORTS, AND RESOLUTIONS

Communication from Mayor Don Mason— Zanesville-Muskingum County General Health Board – I am hereby recommending the appointment of Dr. Linda Swan to the Zanesville-Muskingum County General Health Board. Dr. Swan will replace Dr. John Hibler. Dr. Swan's term will expire March 31, 2022.

Also recommended is the reappointment of Mr. Paul Nestor to the Zanesville-Muskingum County General Health Board. Mr. Paul Nestor's term will expire March 31, 2026.

Mr. Foreman moved to receive and concur with Mayor Mason, seconded by Mrs. Osborn.

All present were in favor. None were opposed. Motion carries.

Communication from Mayor Don Mason- Muskingum County Center for Seniors Board-I hereby recommend the reappointment of Ms. Ginger Hamilton to the Muskingum County Center for Seniors Board. Ms. Hamilton's term will expire February 29, 2020.

This will be amended.

Mr. Foreman moved to receive and concur with Mayor Mason, seconded by Mrs. Osborn.

Mr. Roberts: Is there any discussion? Would you like to amend Mr. Sharrer?

Mr. Sharrer: No, I don't. Would you like it amended?

Mr. Roberts: Please, sir.

Mr. Sharrer: Okay. I will move that it read February 28, 2022. It was seconded by Ms. Gildow. A voice vote was taken on the amendment with all present being in favor. Motion carries.

Mr. Roberts: We stand with the communication as amended.

Miss Bradshaw moved to receive the communication as amended. Mr. Foreman seconded the motion. A voice vote was taken with all present being in favor. Motion carries.

Resolution No. 2020-48 – Introduced by Council – A Resolution declaring the City of Zanesville's support for the 2021 Zane Trace Commemoration on June 18-20, 2021.

Mrs. Osborn moved to receive and concur. It was seconded by Mr. Foreman.

A voice vote was taken with all present being in favor. None were opposed. Motion carries.

PROPOSED ORDINANCES

Ordinance No. 2020-44 – 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 2020 Citywide Gas Tax Paving Program and declaring an emergency.

Mr. Sharrer moved to waive the readings and it was seconded by Mr. Foreman.

Mr. Roberts: Is there any discussion on waiving of the readings? With that we will have roll call vote for waiving of the readings.

Roll call vote on waiving of the readings.

9 Ayes

0 Nays

Motion carries.

Ms. Gildow moved for passage, seconded by Miss Bradshaw.

Roll call vote for passage.

9 Ayes

0 Nays

Motion carries. Ordinance is passed.

Ordinance No. 2020-45 – Introduced by Council – An Ordinance authorizing the proper city official to advertise for bids and enter into a contract for the 2020 Citywide OPWC Overlays with the lowest and best bidder.

Ms. Gildow moved for first reading, seconded by Miss Bradshaw.

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

All were in favor. None were opposed.

Motion carries.

Ordinance No. 2020-46 – 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 construction of the Curb and Sidewalk Improvement in the City's CDBG Funded Target Areas and declaring an emergency.

Mr. Baker moved to waive the readings and it was seconded by Miss Bradshaw.

Mr. Roberts: Is there any discussion on waiving of the readings?

Roll call vote on waiving of the readings.

9 Ayes

0 Nays

Motion carries.

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

Mr. Roberts: Is there any discussion? Hearing none, roll call.

Roll call vote for passage.

9 Ayes

0 Nays

Motion carries.

Ordinance No. 2020-47– Introduced by Council – An Ordinance authorizing the proper city official to commit city funding as a match for an Appalachian Regional Commission Grant for contracting of a GPS Data Collection and GIS Mapping Service.

Ms. Gildow moved for first reading, seconded by Mr. Baker.

Mr. Roberts: Is there any discussion?

Mr. Sharrer: I would like an amendment to Section One of the dollar amount which should be \$66,600 instead of \$59,100.

Mr. Roberts: A motion to amend Section One. Is there a second on that?

It was seconded by Mr. Foreman.

Mr. Roberts: Is there any discussion on the amendment?

A voice vote was taken with all present being in favor. None were opposed.
Motion carries.

Mr. Roberts: We are at Ordinance 2020-47 as amended.

Mr. Baker moved for first reading as amended. It was seconded by Miss Bradshaw.

Mr. Roberts: Is there any discussion? All those in favor of first reading as amended signify by saying aye. Opposed same sign.

All were in favor. None were opposed.
Motion carries.

ORDINANCES FOR ACTION

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

Ms. Gildow moved for second reading, seconded by Miss Bradshaw.

Mr. Roberts: Is there any discussion? All those in favor of second reading signify by saying aye. Opposed same sign.

All were in favor. None were opposed.
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 second reading, seconded by Mr. Baker.

Mr. Roberts: Is there any discussion? All those in favor of second reading signify by saying aye. Opposed same sign.

All were in favor. None were opposed.
Motion carries.

Ordinance No. 2020-32 – Introduced by Council – An Ordinance providing appropriations for use during the Fiscal Year 2020, and declaring an emergency.

Ms. Gildow moved to waive the readings and it was seconded by Mrs. Gentry.

Mr. Roberts: Is there any discussion on waiving of the readings? With that we will have roll call vote for waiving of the readings.

Roll call vote on waiving of the readings.
9 Ayes
0 Nays
Motion carries.

Miss Bradshaw moved for passage, seconded by Ms. Gildow.

Roll call vote for passage.
9 Ayes
0 Nays
Motion carries. Ordinance is passed.

Ordinance No. 2020-33 – Introduced by Council – An Ordinance establishing a Single Source Waste Generator Fee.

Mr. Foreman moved for second reading, seconded by Mrs. Gentry.

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

All were in favor. None were opposed.
Motion carries.

Ordinance No. 2020-34 – Introduced by Council – An Ordinance authorizing the expenditure of funds relating to the Lock #10 Canal Trail Project.

Mrs. Osborn moved for second reading, seconded by Mr. Foreman.

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

All were in favor. None were opposed.
Motion carries.

Ordinance No. 2020-35 – Introduced by Council – An Ordinance authorizing the Municipal Court Judge to enter into an agreement with the Ohio Attorney General's Office for the collection of monies owed to the Zanesville Municipal Court.

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

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

All were in favor. None were opposed.
Motion carries.

Ordinance No. 2020-36 – Introduced by Council – An Ordinance establishing Pay, Benefit, and Employment Policies and Procedures for Unaffiliated Employees in the Municipal Service.

Mrs. Osborn moved for second reading, seconded by Mr. Foreman.

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

All were in favor. None were opposed.
Motion carries.

Ordinance No. 2020-37 – Introduced by Council – An Ordinance authorizing a Maximum Schedule of positions for the City of Zanesville's Workforce.

Mr. Sharrer moved to waive the readings and it was seconded by Miss Bradshaw.

Mr. Roberts: Is there any discussion on waiving of the readings?

Roll call vote on waiving of the readings.
4 Ayes

Ms. Heskett: May I ask that we not waive the readings. We would like to take this to Ways & Means and have it amended.

Mr. Roberts: Okay.

Ms. Heskett: Thank you.

Mr. Roberts: Mr. Sharrer with that would you rescind your motion.

Mr. Sharrer: Absolutely.

Mr. Sharrer rescinded his motion and agreed by Miss Bradshaw.

Mr. Roberts: With that we are at 2020-37 second reading. Do I have a motion?

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

Mr. Roberts: Is there any discussion? All those in favor of second reading signify by saying aye. Opposed the same sign.

All were in favor. None were opposed.
Motion carries.

Ordinance No. 2020-38 A – Introduced by Council – An Ordinance authorizing the proper City official to purchase a 2019 Ford F-550 Medic Truck from Horton Emergency Vehicles and further authorizing the proper City official to enter into a lease agreement for financing.

Mr. Baker moved for second reading, seconded by Mr. Ware.

Mr. Roberts: Is there any discussion on second reading?

Mr. Sharrer: If nobody else wants to jump in, and has any difficulties, I have here some amendments to that and I think everybody on Council has them so I will bypass reading them and I move that we amend this already amended to add this emergency language.

Mr. Roberts: Just for clarification, you are adding a second whereas in which is in the red lettering and we are adding the emergency language in the Section Four and also into the title.

Mr. Sharrer: Correct.

Mr. Tarbert: I hate to drag the meeting out, but I think for the purposes of keeping the record clean, since the public hasn't seen those, I think we probably actually do need to read that into the record for tonight.

Mr. Roberts: Would you like for me to read it, Mr. Sharrer?

Mr. Sharrer: Sure.

Mr. Roberts: We will be adding in the heading after financing, and declaring an emergency. Inserting a second whereas, that reads the condition and reliability of the current Medic Unit is a concern for the health, safety, and welfare of the citizens of the City of Zanesville and surrounding entities and this ordinance should therefore be considered an emergency; and

The lead into the now third whereas.

Then the amendment of Section Four to read: For the reasons stated above, this ordinance is declared to be an emergency measure. Provided it receives the affirmative votes of six (6) or more members of Council, this ordinance shall take effect and be in force immediately upon its passage and approval of the Mayor. Otherwise and leading into the previous Section Four.

Mr. Ware seconded the amendment.

Mr. Roberts: Is there any discussion on the amendment? All those in favor of the amendment signify by saying aye. Opposed same sign.

A voice vote was taken with all being in favor. None were opposed. Motion carries. We stand at 2020-38 as amended, amended.

Mr. Baker moved to waive the readings and it was seconded by Ms. Gildow.

Mr. Roberts: Is there any discussion on waiving? With that we will have roll call vote for waiving of the readings.

Roll call vote on waiving of the readings.

9 Ayes

0 Nays

Motion carries.

Mr. Roberts: We are at passage.

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

Mr. Roberts: Is there any discussion?

Roll call vote on passage.

9 Ayes

0 Nays

Motion carries. Ordinance is passed.

Ordinance No. 2020-39 – Introduced by Council – An Ordinance amending Chapter 1105.10 and Chapter 1353.04.

Mr. Baker moved for second reading, seconded by Mrs. Gentry.

Mr. Roberts: Is there any discussion? All those in favor of second reading signify by saying aye.

All were in favor. None were opposed.
Motion carries.

Ordinance No. 2020-40 A – Introduced by Council – An Ordinance to amend and revise the Zoning Map and make permanent zoning in the City of Zanesville, Ohio as herein provided.

Ms. Gildow moved for second reading, seconded by Mr. Baker.

Mr. Roberts: Is there any discussion? All those in favor of second reading signify by saying aye. Opposed same sign.

All were in favor. None were opposed.
Motion carries.

Ordinance No. 2020-41A – Introduced by Council – An Ordinance reaffirming Ordinance 03-73 establishing the boundaries of the Greenwood Community Reinvestment Area and reaffirming Ordinance 06-76 that amended the incentive term for new construction and remodeling.

Mr. Baker moved for second reading, seconded by Mrs. Osborn.

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

All were in favor. None were opposed.
Motion carries.

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.

Mr. Baker moved for third reading and passage, seconded by Mrs. Osborn.

Mr. Roberts: Is there any discussion on third reading?

Roll call vote for passage.

9 Ayes

0 Nays

Motion carries. Ordinance is passed.

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.

Miss Bradshaw moved for third reading and passage, seconded by Mr. Foreman.

Mr. Roberts: Is there any discussion on third reading?

Roll call vote for passage.

9 Ayes

0 Nays

Motion carries. Ordinance is passed.

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.

Miss Bradshaw moved for third reading and passage, seconded by Mr. Foreman.

Mr. Roberts: Is there any discussion on third reading? Hearing none, roll call.

Roll call vote for passage.

9 Ayes

0 Nays

Motion carries. Ordinance is passed.

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.

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

Mr. Roberts: Is there any discussion on third reading?

Mr. Foreman: So Mr. Arnett, just to reaffirm that they operate this as a non-profit, correct?

Mr. Arnett: Yes, sir.

Mr. Foreman: They do collect money through the Ohio Department of Education, like Zanesville City Schools, but tell me again why it is that Zanesville City Schools for

instance or any school district can't apply for this, but they can? Since they get the same class.

Mr. Arnett: Right, according to the Ohio Development Services Agency: police departments, local and instruments of local government like city schools aren't eligible for the CDBG. I am guessing it is probably because they can't levy taxes. That is my guess.

Mr. Foreman: Okay. That makes sense.

Mr. Arnett: That was the word from ODSA.

Mr. Foreman: Okay, alright.

Mr. Roberts: Is there any further discussion? Roll call.

Roll call vote for passage.

9 Ayes

0 Nays

Motion carries. Ordinance is passed.

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.

Miss Bradshaw moved for third reading, seconded by Mrs. Osborn.

Roll call vote for passage.

9 Ayes

0 Nays

Motion carries. Ordinance is passed.

Ordinance No. 2020-23 – Introduced by Council – An Ordinance authorizing the proper city official to advertise for bids and enter into a professional contract for disposal of bio-solids from the City's Wastewater Treatment Facility.

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

Roll call vote for passage.

9 Ayes

0 Nays

Motion carries. Ordinance is passed.

Ordinance No. 2020-24 – Introduced by Council – An Ordinance authorizing the proper City official to advertise for bids and enter into a contract for the Brighton Boulevard Sanitary Sewer Rehabilitation Project and declaring an emergency.

Mr. Roberts: Are we at emergency of third reading. Scott, was there something we needed to amend on this?

Scott Brown: We asked to add the emergency language to it.

Mr. Baker moved to waive the readings and it was seconded by Ms. Gildow.

Mr. Baker: Wait we need to add the emergency language first.

Mr. Roberts: Correct. So let's get it on the floor for third reading.

Mr. Baker moved for third reading and it was seconded by Mr. Foreman.

Mr. Roberts: Is there any discussion?

Mrs. Osborn: I move that we add emergency language. Do you want me to read it?

Mr. Roberts: Yes, please.

Mrs. Osborn: So under the heading we need to add at the end, and declaring an emergency. We need to insert a fifth Whereas that says, in order to begin construction of the Brighton Boulevard sanitary sewer line as soon as possible to maintain safe and sanitary conditions for the health and safety of the residents of Zanesville, this ordinance needs to be considered an emergency measure. Then at the very end amend at add the usual emergency language which reads: SECTION THREE: For the reasons stated above, this Ordinance is declared to be an emergency measure. Provided it receives the affirmative vote of six (6) or more members of City Council, this Ordinance shall take effect and be in force immediately upon its passage and approval of the Mayor. Otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

Mr. Baker seconded the motion for the amendment.

Mr. Roberts: We now stand at Ordinance 2020-24 as amended. All those in favor of that amendment signify by saying aye. Opposed same sign.

A voice vote was taken with all present being in favor. None were opposed. Motion carries.

Mr. Baker moved to waive and it was seconded by Mrs. Osborn.

Mr. Roberts: Is there any discussion on waiving of the readings? Hearing none, roll call.

With that we will have roll call vote for waiving of the readings.

Roll call vote on waiving of the readings.

9 Ayes

0 Nays

Motion carries.

Mr. Baker moved for third reading and passage, seconded by Miss Bradshaw.

Mr. Sharrer: Wait a minute. Didn't we just waive it?

Mr. Tarbert: I was trying to get it and it doesn't matter. You just waived the third reading which you can do so it is fine. We are going to treat that waiver like you are just reading it and having a third passage. Now we just need a motion to pass. Let's do that just too clear things up. The motion to waive wasn't needed because you are on third reading.

Mr. Roberts: Right, but in order to enact the emergency language we need to waive, right?

Mayor Mason: Just declare third reading.

Mr. Roberts: Okay.

Mr. Baker: Move for third reading and passage. Miss Bradshaw seconded.

Mr. Roberts: Motion by Mr. Baker and second by Miss Bradshaw for third reading and passage. Roll call.

Roll call vote for passage.

9 Ayes

0 Nays

Motion carries. Ordinance is passed.

Ordinance No. 2020-25 - Introduced by Council – An Ordinance authorizing the proper city official to file a grant application for certain improvements to the Zanesville Municipal Airport.

Mrs. Osborn moved for third reading, seconded by Miss Bradshaw.

Mr. Roberts: Is there any discussion? Roll call.

Roll call vote for passage.

9 Ayes

0 Nays

Motion carries. Ordinance is passed.

Ordinance No. 2020-26 - Introduced by Council – An Ordinance authorizing the proper city official to file a grant application for certain improvements to the Zanesville Municipal Airport.

Mrs. Osborn moved for third reading, seconded by Miss Bradshaw.

Mr. Roberts: Is there any discussion? Hearing none, roll call.

Roll call vote for passage.

9 Ayes

0 Nays

Motion carries. Ordinance is passed.

Ordinance No. 2020-27 - Introduced by Council – An Ordinance authorizing the proper city official to enter into a professional contract with Crawford, Murphy & Tilly, Inc. Consulting Engineers (CMT), for the design, bid, and construction phase of the Airport Rehabilitate Runway 4/22 Cracksealing Project.

Ms. Gildow moved for third reading and passage, seconded by Mrs. Gentry.

Mr. Roberts: Is there any discussion on third reading? Hearing none, roll call.

Roll call vote for passage.

9 Ayes

0 Nays

Motion carries. Ordinance is passed.

Ordinance No. 2020-28 - Introduced by Council – An Ordinance authorizing the proper city official to enter into a professional contract with Crawford, Murphy & Tilly, Inc. Consulting Engineers (CMT), for the design, bid, and construction phase of the Airport Runway 4 Obstruction Removal Project.

Mrs. Gentry moved for third reading and passage, seconded by Miss Bradshaw.

Mr. Roberts: Is there any discussion? Hearing none, roll call.

Roll call vote for passage.

9 Ayes

0 Nays

Motion carries. Ordinance is passed.

Ordinance No. 2020-29 - Introduced by Council – An Ordinance authorizing the proper city official to enter into a professional contract with Crawford, Murphy & Tilly, Inc. Consulting Engineers (CMT), for the design, bid, and construction phase of the Airport South Runway Wildlife Habitat Removal Project.

Mrs. Osborn: First for third reading.

Mr. Ware: Seconded.

Mr. Roberts: A first by Mrs. Osborn, seconded by Mr. Ware. Is there any discussion on third reading?

Mr. Ware: I missed something here.

Mr. Foreman: I probably missed something on this obviously because it got to third reading and it has just come to my attention, I guess. Why a habitat removal project? Why are we removing and not relocating? Is that something that number one we can do? Is that something that we should do?

Mr. Roberts: I believe it is a safety issue, Mr. Foreman. This is with the airport and I believe it is to keep the ducks and geese away from the airport.

Mayor Mason: I used to be over the Division of Wildlife. You are extremely limited on relocation. You have to hold them a certain amount of days. You have to do medical testing on relocation.

Mr. Foreman: So we don't normally do that.

Mayor Mason: Do you want to hold them for 90 days?

Mr. Foreman: Well, maybe not at this point, but during the first reading I may have considered it.

Mayor Mason: I am just speaking from my knowledge having been over wildlife and I am guessing that is pretty much it.

Mr. Foreman: Oh, okay. The Park Society President is having trouble, but okay. Thank you.

Mr. Roberts: Is there any other discussion? Roll call.

Roll call vote for passage.

8 Ayes

1 Nays

Motion carries. Ordinance is passed.

Ordinance No. 2020-30 - Introduced by Council – An Ordinance authorizing the proper city official to purchase grinder pumps for the City's East End Sewer Collection System for Covalen.

Mrs. Osborn moved for third reading, seconded by Miss Bradshaw.

Mr. Roberts: Is there any discussion? Mr. Foreman?

Mr. Foreman: I am good, thank you.

Roll call vote for passage.

9 Ayes

0 Nays

Motion carries. Ordinance is passed.

TRAFFIC ORDERS

No traffic orders were filed for this meeting.

MISCELLANEOUS AND UNFINISHED BUSINESS

There were no comments from the administration.

PRIVATE PETITIONS AND COMMUNICATIONS

No non-agenda item petitions were filed for this meeting.

Mr. Roberts: We have an Executive Session for a conference with the Law Director regarding imminent court action.

Do I have a motion to enter into executive session for such reason?

Mrs. Osborn moved.

Mr. Tarbert: I believe there might be some discussion about purchasing real estate as well.

Mr. Roberts: So for imminent court action and purchase of real estate. Is that your motion Mrs. Osborn?

A motion to enter executive session for imminent court action and purchase of real estate was made by Mrs. Osborn and seconded by Mr. Baker at 7:35 p.m.

Roll Call Vote:

9 Ayes

0 Nays

Motion carries.

Mr. Roberts: With that we will now go into executive session so everybody can go ahead and clear out and we will let you know when we are out of executive session.

The executive session was then held.

ZANESVILLE CITY COUNCIL MEETING MONDAY, MARCH 09, 2020

Those remaining that had been excused from the executive session were brought back into the Council Chambers and the session was ended in open session at 7:49 p.m.

Mr. Roberts: We are now out of executive session. No decisions were made in executive session. That brings us to the end of this big show.

A motion to adjourn was made by Mrs. Osborn and it was seconded by Miss Bradshaw at 7:50 p.m. A voice vote was taken with all present being in favor of adjournment. Motion carries.

Susan Culbertson
Clerk of Council

Andrew Roberts
President Pro-Tempore of Zanesville City Council

Mayor

RESOLUTION No. 2020-56

A RESOLUTION DECLARING THAT A LOCAL EMERGENCY EXISTS IN THE CITY OF ZANESVILLE, OHIO, AND DECLARING AN EMERGENCY

WHEREAS, The City of Zanesville, Ohio has been or is immediately threatened by the COVID-19 Virus, also known as the Coronavirus, a biological hazard and/or pandemic as determined by the World Health Organization, the U.S. Center for Disease Control, the Ohio Department of Health, and the Zanesville-Muskingum County Board of Health;

NOW, THEREFORE, BE IT RESOLVED by the City of Zanesville, of Muskingum County, State of Ohio:

SECTION ONE: That a State of Emergency exists in the City of Zanesville, Ohio, and we hereby invoke and declare those portions of the Revised Code of the State of Ohio which are applicable to the conditions and have caused this issuance of this proclamation, to be in full force and effect for the City of Zanesville for the exercise of all necessary emergency authority for the protection of lives and property for the people of the City of Zanesville, Ohio, and the restoration of local government with a minimum of interruption.

Reference is hereby made to all appropriate laws, statutes, ordinances, resolutions and particularly to Section 5502 and Section 715.37, and other relevant sections, of the Revised Code of the State of Ohio.

All public offices and employees of the City of Zanesville, Ohio are hereby directed to exercise the utmost diligence in the discharge of duties required of them for the duration of the emergency and in the execution of laws, regulations, and Federal, State and local directives.

All City, Village, County, and Township offices and employees situated within the City of Zanesville are hereby requested by the City of Zanesville, Ohio to assist any and all the City of Zanesville public offices and employees in the discharge of their duties in response to the emergency.

All citizens of the City of Zanesville, Ohio are hereby called upon and directed to comply with necessary emergency measures, to cooperate with public officials and disaster services forces in executing emergency operations plans, and to obey and comply with the lawful directions of properly identified officials.

All operating forces are requested to direct their communications and requests for assistance and operations to the Muskingum County Emergency Management Agency and/or the Emergency Operations Center.

SECTION TWO: This Council finds and determines that the COVID-19 pandemic constitutes an emergency in the City of Zanesville, and that additional efforts to safeguard

the health, safety and welfare of the public are required. In making the determinations and findings in this Resolution, it is Council's intention to exercise and avail itself, on behalf of the City of Zanesville, of the fullest extent of its power and authority under Article XVIII, Section 3 of the Ohio Constitution as well as the laws of the State of Ohio and the Ordinances of the City of Zanesville.

SECTION THREE: This Council finds and determines that the efforts needed to prepare for, respond to and mitigate the impacts of the COVID-19 pandemic have and will place extraordinary requirements upon the City in its mission to deliver services to residents and advance the public health, safety and welfare.

SECTION FOUR: This Council finds and determines that the City's ability to effectively respond to and manage the COVID-19 pandemic locally will require disruptions to normal meeting schedules and may impact staffing levels, work schedules, and performance of non-essential functions; that ensuring the City's ability to discharge its essential functions is of critical importance; and that the use of technology and digital communications including virtual and telephonic meetings, remote meeting and work technologies and other advanced communications technologies, including streaming technologies, is encouraged at this time, subject to the approval of the Mayor.

SECTION FIVE: This Council finds and determines that:

- (a) The regular schedule of Council meetings, including all committee meetings and those boards and commissions created by municipal ordinance, under Title One of the Zanesville Codified Ordinances is hereby suspended until Council determines that the local emergency declared herein has abated;
- (b) Council, committees, boards and commissions may, during the period of emergency, hold regular or special meetings with 24 hours' notice when practicable, or emergency meetings pursuant to the Ohio Revised Code; that it may hold such meetings via teleconference or other means of remote communications pursuant to guidance from the Attorney General of Ohio; that the Council Rules in the Zanesville Codified Ordinances may be suspended and dispensed with at any such meeting; and that during such meetings during this time, public comment period may not be provided, although comments submitted in a signed writing or an email identifying the writer will be noted, may be read, and will be included in the journal of proceedings.

SECTION SIX: This Council finds and determines that in order to meet the challenges and objectives described herein, it will be necessary to provide for the maximum regulatory and operational flexibility permitted by Ohio law and the ordinances of the City of Zanesville, and that it is necessary to empower and authorize the Mayor to identify the best means and methods to ensure the City's ability to discharge its duties, in consultation with the Department Directors and other key staff and outside consultants, and to take all appropriate actions to discharge such duties within the foregoing parameters, and he is hereby so authorized. The flexibility and authority provided under this Resolution shall

continue until Council determines that the current state of emergency has sufficiently abated that such additional measures are no longer necessary.

SECTION SEVEN: For the reasons stated above, this Resolution is declared to be an emergency measure. Provided it receives the affirmative votes of six (6) or more members of Council, this Resolution shall take effect and be in force immediately upon its passage and approval of the Mayor. Otherwise, it 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

RESOLUTION NO. 2020-48

**A RESOLUTION DECLARING THE CITY OF ZANESVILLE'S
SUPPORT FOR THE 2021 ZANE TRACE COMMEMORATION.
JUNE 18-20, 2021**

WHEREAS, it is the opinion of the Mayor and this Council, the Zane Trace Commemoration was beneficial to commerce, in and around the City, and served to promote the reputation of the City among people near and far; and

WHEREAS, the Zane Trace Commemoration honored the historical significance of the City of Zanesville and surrounding areas; and

WHEREAS, the Mayor and Council of the City of Zanesville wishes to commend the proper officials and organizations who wish to undertake this endeavor; and

WHEREAS, the past Zane Trace Commemorations have been especially successful and well managed.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Zanesville, State of Ohio, that:

SECTION ONE: The Zane Trace Commemoration as proposed by the Friends of Putnam and its organizers are hereby given the support of the Mayor and the Council of the City of Zanesville, Ohio.

SECTION TWO: The Mayor is hereby authorized to organize and plan the 2021 event on behalf of the City.

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

Resolution No. 2020-48

PASSED: _____, 2020

ATTEST: _____

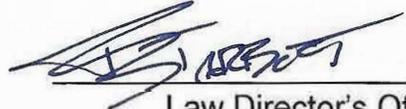
Susan Culbertson
Clerk of Council

Andrew Roberts
President Pro-Tempore of Council

APPROVED: _____, 2020

This legislation approved as to form:

Donald L. Mason
Mayor



Law Director's Office

Community Development Committee
Mark Baker, Chair

RESOLUTION NO. 2020 - 50

A RESOLUTION OF SUPPORT FOR AK STEEL AND DECLARING AN EMERGENCY

WHEREAS, AK Steel, Inc., formerly Armco Steel, has operated within the City of Zanesville for more than 100 years; and

WHEREAS, AK Steel has provided quality employment opportunities for local residents for decades and currently employs more than 100; and

WHEREAS, AK Steel's economic impact to the community is substantial via real estate taxes paid to local taxing authorities, which annually exceeds \$59,000, as well as income tax collected by the City of Zanesville; and

WHEREAS, AK Steel's Zanesville operation and a second facility in Butler, Pennsylvania, are in jeopardy of closing without Section 232 tariff protection being extended to grain-oriented electrical steels that are used in transformers and motors; and

WHEREAS, if the City's support of the AK operations are not communicated officially and immediately to federal officials, then jobs could be lost with the associated negative impact creating a possible risk to the health, safety and welfare of the public;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Zanesville, State of Ohio; that

SECTION ONE: AK Steel, Inc., is an important part of the Zanesville community and its continued operation is critical to the well-being of its employees and the broader community.

SECTION TWO: The potential closing of AK Steel facilities in Zanesville and Butler, Pennsylvania, would directly impact up to 1,700 employees and their families and would have far-reaching consequences in both communities.

SECTION THREE: The Mayor and Council of the City of Zanesville request support from President Donald Trump in preserving employment at the Zanesville and Butler facilities by extending Section 232 tariffs to electrical steel laminations and cores used in transformers and motors.

SECTION FOUR: The Mayor is hereby authorized to provide copies of this Resolution to President Donald Trump, members of Ohio's federal legislative delegation including but not limited to U.S. Senators Rob Portman and Sherrod Brown and U.S. Representatives Troy Balderson and Bill Johnson and AK Steel executives.

SECTION FIVE: For the reasons stated herein, this ordinance is declared to be an emergency measure provided it receives the affirmative vote of six (6) or more members of City Council, this ordinance shall take effect and be in force from and after the earliest period allowed by law.

PASSED: _____, 2020.

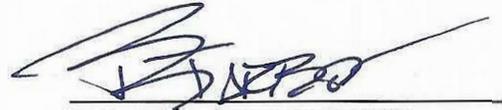
ATTEST: _____
SUSAN CULBERTSON
CLERK OF COUNCIL

DANIEL M. VINCENT
PRESIDENT OF COUNCIL

Resolution No. 2020-50

APPROVED: _____, 2020. THIS LEGISLATION APPROVED AS TO FORM

DONALD L. MASON
MAYOR



LAW DIRECTOR'S OFFICE

ORDINANCE NO. 2020 - 49
INTRODUCED BY COUNCIL

AN ORDINANCE AUTHORIZING PARTICIPATION IN THE ODOT WINTER CONTRACT FOR ROAD SALT, AND DECLARING AN EMERGENCY.

WHEREAS, the City of Zanesville, Muskingum County (hereinafter referred to as the “Political Subdivision”) hereby submits this written agreement to participate in the Ohio Department of Transportation’s (ODOT) annual road salt bid in accordance with Ohio Revised Code 5513.01(B) and hereby agrees to all of the following terms and conditions in its participation of the ODOT road salt contract:

- a. The Political Subdivision hereby agrees to be bound by all terms and conditions established by ODOT in the road salt contract and acknowledges that upon award of the contract by the Director of ODOT it shall be bound by all such terms and conditions included in the contract; and
- b. The Political Subdivision hereby acknowledges that upon the Director of ODOT’s signing of the road salt contract, it shall effectively form a contract between the awarded salt supplier and the Political Subdivision; and
- c. The Political Subdivision agrees to be solely responsible for resolving all claims or disputes arising out of its participation in the ODOT road salt contract and agrees to hold the Department of Transportation harmless for any claims, actions, expenses, or other damages arising out of the Political Subdivision’s participation in the road salt contract; and
- d. The Political Subdivision’s electronic order for Sodium Chloride (Road Salt) will be the amount the Political Subdivision agrees to purchase from its awarded salt supplier at the delivered bid price per ton awarded by the Director of ODOT; and
- e. The Political Subdivision hereby agrees to purchase a minimum of 90% of its electronically submitted salt quantities from its awarded salt supplier during the contract’s effective period; and
- f. The Political Subdivision hereby agrees to place orders with and directly pay the awarded salt supplier on a net 30 basis for all road salt it receives pursuant to ODOT salt contract; and
- g. The Political Subdivision acknowledges that should it wish to rescind this participation agreement it will do so by written, emailed request by no later than Friday, April 24 by 12:00 p.m. The written, emailed request to rescind this participation agreement must be received by the ODOT Office of Contract Sales, Purchasing Section email: Contracts.Purchasing@dot.ohio.gov by the deadline. The Department, upon receipt, will respond that it has received the request and that it has effectively removed the Political Subdivision’s participation request. Furthermore, it is the sole responsibility of the Political Subdivision to ensure ODOT has received this participation agreement as well as the receipt of any request to rescind this participation agreement. The Department shall not be held responsible or liable for failure to receive a Political Subdivision’s participation agreement and/or a Political Subdivision’s request to rescind its participation agreement.

WHEREAS, it is in the Zanesville public’s financial interest to continue purchasing road salt through the State of Ohio Purchasing Cooperative. Since the City received this notice from ODOT on March 10, 2020 and is required to submit authorizing legislation back to ODOT no later than April 24, 2020, and failure to timely submit the legislation thereby possibly making our roadways dangerous jeopardizing the health and safety of our citizens, this ordinance must be passed as emergency legislation.

Ordinance No. 2020-49

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

SECTION ONE: The Zanesville City Council hereby agrees to the terms and conditions outlined in the above language regarding participation in the ODOT Winter Salt Contract.

SECTION TWO: The Zanesville City Council hereby affirms that the appropriate funding has been authorized in the 2020 appropriation ordinance.

SECTION THREE: The City of Zanesville Public Service Director is hereby authorized to execute all agreements and expend funds relative to the intent of this ordinance.

SECTION FOUR: For the reasons stated above, this Ordinance is declared to be an emergency measure. Provided it receives the affirmative vote of six (6) or more members of City Council, this Ordinance shall take effect and be in force immediately upon its passage and approval of the Mayor. Otherwise, it 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 Mason, Mayor



Law Director's Office

Community Development Committee
Mark Baker, Chair

ORDINANCE NO. 20 - 51

AN ORDINANCE AUTHORIZING THE PROPER CITY OFFICIAL TO EXECUTE A MEMORANDUM OF AGREEMENT WITH THE OHIO HISTORIC PRESERVATION OFFICE, FAIRFIELD HOMES, INC. AND HERITAGE OHIO, INC.

WHEREAS, Fairfield Homes, Inc. is proposing to construct a multi-family housing development on Muskingum County Auditor’s Parcel No. 81-65-03-10-000; and

WHEREAS, Fairfield Homes, Inc. is accessing housing vouchers from the Office of Housing and Urban Development (HUD) for their project, which necessitated completion of a Federal Environmental Assessment; and

WHEREAS, The Ohio Historic Preservation Office as part of its review has determined the proposed project and proposed demolition activities will impact historic structures and therefore is requiring mitigation from Fairfield Homes, Inc.; and

WHEREAS, The City of Zanesville is the Responsible Entity for certifying completion of the Environmental Record to HUD, and therefore is a party to the Memorandum of Agreement between the Ohio Historic Preservation Office; Fairfield Homes, Inc., and Heritage Ohio, Inc.

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

SECTION ONE: The proper City Official is authorized to execute a Memorandum of Agreement, Attached as Exhibit A, between the City of Zanesville, Ohio Historic Preservation Office, Fairfield Homes, Inc. and Heritage Ohio, Inc.

SECTION TWO: The proper City Official will include the Memorandum of Agreement in the project’s Environmental Record.

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

DONALD L. MASON
MAYOR



LAW DIRECTOR’S OFFICE



The City of Zanesville

Community Development Department

401 Market Street, Zanesville, Ohio 43701

Phone: (740) 617-4909

Donald L. Mason
Mayor

William Arnett
Director

MEMORANDUM

TO: *Members of City of Zanesville Community Development Committee*

FROM: **Bill Arnett, Community Development Director**

CC: **Donald L. Mason, Mayor; David Tarbert, City Law Director**

DATE: *March 10, 2020*

SUBJECT: *Memorandum of Agreement with Ohio Historic Preservation Office*

Fairfield Homes is in the final stages of preparing for the Pearl House project on South Third Street. The project will include 34, multi-family housing units. Since the project includes participation from the Office of Housing and Urban Development (HUD), a federal environmental assessment was required. Zanesville is the "Responsible Entity" for the project's environmental review as being a unit of local government that receives HUD funding. During the review, the Ohio Historic Preservation Office (OHPO) noted impacts to historic structures.

Representatives from OHPO, Heritage Ohio and Fairfield Homes met in Zanesville last week to tour the buildings and discuss options. The group collectively arrived at a mitigation plan that will be incorporated into a Memorandum of Agreement (MOA). The MOA will outline the steps Fairfield Homes and the City of Zanesville will need to take to mitigate the impact. Fairfield Homes will need to document the structures through research and photos, and ultimately a plaque or marker will be placed there. Fairfield Homes will also be required to make historic fixtures available for reuse locally. OHPO is also requiring the City of Zanesville pursue a National Register of Historic Places designation for part of the downtown. The process requires significant research and likely takes more than a year. The city's commitment is to pursue the designation. If a majority of private property owners object, then the nomination could not move forward and a different mitigation method would be crafted.

Ultimately, the signed MOA is required to complete the federal environmental record, so the project can proceed. The current timeline calls for demolition to begin in May, and Pearl House to be completed about 14 months later. To maintain the project timeline, I would request a recommendation of approval to council and waiving of the readings. No emergency language would then be needed.

Please let me know if you have any questions.

**MEMORANDUM OF AGREEMENT
AMONG FAIRFIELD HOMES, THE OHIO STATE HISTORIC PRESERVATION OFFICE, AND
THE CITY OF ZANESVILLE**

**REGARDING THE DEMOLITION OF 32-34 SOUTH THIRD STREET, 60-62 SOUTH THIRD
STREET, AND 315-317 SOUTH STREET
ZANESVILLE, MUSKINGUM COUNTY, OHIO**

WHEREAS, Fairfield Homes intends to demolish 34-36 South Third Street, 60-62 South Third Street, and 315-317 South Street to support the construction of Pearl House, a 34-unit affordable housing community serving the needs of homeless families recovering from drug and/or alcohol addictions, and the U.S. Department of Housing and Urban Development (HUD) has provided project-based funding to Fairfield Homes under the Ohio Development Services Agency's Ohio Housing Finance Agency grant program for Pearl House, and

WHEREAS, Fairfield Homes is an applicant of HUD under the Ohio Housing Finance Agency grant program; thereby making the Project an undertaking subject to review under Section 106 of the National Historic Preservation Act (NHPA), 16 USC § 470f, and its implementing regulations, 36 CFR part 800; and

WHEREAS, Fairfield Homes, in consultation with the State Historic Preservation Office (SHPO), has defined the area's Potential Area of Effect (APE) as the block bordered by South Third Street on the west, South Street on the south, Potter Alley on the east, and Damon Alley on the north, and

WHEREAS, the undertaking will result in an adverse effect to 34-36 South Third Street (Ohio Historic Inventory #MUS-261-26), 60-62 South Third Street (Ohio Historic Inventory #MUS-299-26), and 315-317 South Street (Ohio Historic Inventory #MUS-0142726), which are eligible for listing on the National Register of Historic Places (NRHP) under Criteria C; and

WHEREAS, Fairfield Homes has consulted with the City of Zanesville and SHPO pursuant to 36 CFR Part 800 and 33 CFR Part 325, Appendix C, the regulations implementing Section 106 of the NHPA (54 U.S.C. § 306108); and

WHEREAS, Fairfield Homes has taken into consideration possible alternatives to the proposed demolition including renovation, adaptive reuse, and location to another site, but cost and programmatic feasibility make these options untenable; and

WHEREAS, the USACE has identified Native American Tribes, and documented both outreach to and responses from the Native American Tribes; and

WHEREAS, Fairfield Homes has identified other consulting parties, and documented both outreach to and responses from the consulting parties; and

WHEREAS, Fairfield Homes has invited The City of Zanesville to sign this MOA, as an Invited Signatory as defined in 36 CFR § 800.6(c)(2); and

WHEREAS, Fairfield Homes has invited Heritage Ohio to sign this MOA, as Concurring Parties as defined in 36 CFR § 800.6(c)(3); and

WHEREAS, in accordance with 36 CFR § 800.6(a)(1), Fairfield Homes has notified the Advisory Council on Historic Preservation (ACHP) of its adverse effect determination with specified documentation and the ACHP has chosen not to participate in the consultation pursuant to 36 CFR § 800.6(a)(1)(iii); and

NOW THEREFORE, Fairfield Homes, the SHPO, and The City of Zanesville, agree that the Undertaking shall be implemented in accordance with the following stipulations in order to take into account the effects of the Undertaking on historic properties.

STIPULATIONS

Fairfield Homes will ensure that the following measures are carried out as mitigation for adverse effects to 34-36 South Third Street, 60-62 South Third Street, and 315-317 South Street:

I. NATIONAL REGISTER DISTRICT NOMINATION

Prior to the project related impact to 34-36 South Third Street, 60-62 South Third Street, and 315-317 South Street, Fairfield Homes shall contract with a historic preservation consultant meeting Professional Qualification Standards (36 CFR Part 61) in history or architectural history to complete a National Register Historic District Nomination for downtown Zanesville of the area defined by the Ohio Historic Preservation Office in May 2017: bounded Third Street at the west, Seventh Street at the east, South Street at the south, and Market Street to the north, excluding the northwest half of the block between Third Street and Fifth Street. The draft nomination will be submitted to SHPO for review and the revised nomination will then be submitted to Ohio Historic Preservation Site Advisory Board. The final nomination will then be submitted to the National Park Service. The nomination shall be prepared in accordance with *How to Apply the National Register Criteria for Evaluation* and *How to Complete the National Register Registration Form*.

Demolition/Construction may begin upon completion of the physical research and documentation work for 34-36 South Third Street, 60-62 South Third Street, and 315-317 South Street, to be completed no later than April 30, 2020.

II. ARCHITECTURAL SALVAGE

Fairfield Homes shall work with the City of Zanesville to allow local businesses and residents to view and request architectural items from 34-36 South Third Street, 60-62 South Third Street, and 315-317 South Street to be salvaged prior to demolition. Fairfield Homes shall allow the requesting businesses or residents to remove the items prior to demolition and work with the demolition contractor to salvage larger items during demolition to be removed from the site by the requesting business or resident. Fairfield Homes shall also arrange for the salvaged items to be photo documented prior to removal from the premises.

III. HISTORICAL MARKER

Fairfield Homes shall contract with a historic preservation consultant meeting Professional Qualification Standards (36 CFR Part 61) in history or architectural history to produce a historical marker documenting the history of the block occupied by 34-36 South Third Street, 60-62 South Third Street, and 315-317 South Street for installation in the public right of way accessible to the public in front of the planned Pearl House development. The historical marker will include the following:

- A. Narrative history of the development of this area of downtown Zanesville, with emphasis on this block.
- B. Images, both modern and historic (if available), of the buildings and neighborhood, including captions detailing each image
- C. A narrative detailing the historic and architectural significance of 34-36 South Third Street, 60-62 South Third Street, and 315-317 South Street, and how they fit into the historic context of development in this part of Zanesville.
- D. Images of artifacts salvaged during the demolition process identified in item II above.
- E. Fairfield Homes shall submit and pay for an application to the Ohio History Connection in accordance with the February 2020 version of *The Ohio Historical Marker Handbook*.

IV. NOTIFICATION

Any notice or other communication pursuant to this MOA shall be sent to the following points of contact (or such point of contact as may be hereafter specified by notice pursuant to this paragraph):

Ohio Historic Preservation Office

Diana Welling
Department Head & Deputy State Historic Preservation Officer for Resource Protection & Review
Ohio History Connection
800 East 17th Avenue
Columbus, OH 43211
Phone: (614) 298-2000
Email: Dwelling@ohiohistory.org

City of Zanesville

William Arnett, Director
Community Development
City of Zanesville
401 Market Street
Zanesville, OH 43701
Phone: (740) 617-4879
Email: william.arnett@coz.org

V. DURATION

This MOA will expire if its terms are not carried out within five (5) years from the date of the undertaking. At such time, and prior to work continuing on the undertaking, Fairfield Homes shall either (a) execute a new MOA pursuant to 36 CFR § 800.6, or (b) request, take into account, and respond to comments of the ACHP under 36 CFR § 800.7. Prior to such time, Fairfield Homes may consult with the other signatories to reconsider the terms of the MOA and amend it in accordance to Stipulation VIII below. Fairfield Homes shall notify the signatories as to the course of action it will pursue.

Fairfield Homes may consult with the other signatory parties to reconsider the terms of the MOA and amend it in accordance with Stipulation XIV below. The duration of the MOA may be extended only upon approval from all signatory parties. In the event that post review discoveries are made, the term of this MOA will be extended by mutual consent of the signatories for a time commensurate with the suspension period imposed.

VI. MONITORING AND REPORTING

Following the completion of the MOA and the completion of the construction, Fairfield Homes shall provide all parties to this MOA a summary report detailing work carried out pursuant to its term.

VII. DISPUTE RESOLUTION

Should any signatory party to the MOA object at any time to any actions proposed or the manner in which the terms of this MOA are implemented, Fairfield Homes shall consult with that party to resolve the objection. If Fairfield Homes determines that such objection cannot be resolved, Fairfield Homes will:

- A. Forward all documentation relevant to the dispute, including the Fairfield Home's proposed resolution, to the ACHP. The ACHP shall provide Fairfield Homes with its advice on the resolution of the objection within 30 days of receiving adequate documentation. Prior to reaching a final decision on the dispute, Fairfield Homes shall prepare a written response that takes into account any timely advice or comments regarding the dispute from the ACHP, signatories and concurring parties, and provide them with a copy of this written response. Fairfield Homes will then proceed according to its final decision.

- B. If the ACHP does not provide its advice regarding the dispute within the 30 day time period, Fairfield Homes may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, Fairfield Homes shall prepare a written response that takes into account any timely comments regarding the dispute from the signatories and concurring parties to the MOA, and provide them and the ACHP with a copy of such written response.
- C. Fairfield Home's responsibility to carry out all other actions subject to the terms of this MOA that are not the subject of the dispute remain unchanged.

VIII. AMENDMENTS

This MOA may be amended when such an amendment is agreed to in writing by all signatories. The amendment will be effective on the date a copy signed by all of the signatories is filed with the ACHP.

IX. TERMINATION

If any signatory to this MOA determines that its terms will not or cannot be carried out, that party shall immediately consult with the other parties to attempt to develop an amendment per Stipulation XIV, above. If within 30 days an amendment cannot be reached, any signatory may terminate the MOA upon written notification to the other signatories.

Once the MOA is terminated, and prior to work continuing on the Undertaking, the USACE must either (a) execute an MOA pursuant to 36 CFR §800.6 or (b) request, take into account, and respond to the comments of the ACHP under 36 CFR §800.7. The USACE shall notify the signatories as to the course of action it will pursue.

EXECUTION of this MOA by Fairfield Homes, the SHPO, and the City of Columbus and implementation of its terms are evidence that Fairfield Homes has taken into account the effects of this Undertaking on historic properties and afforded the ACHP an opportunity to comment.

SIGNATORY:

State Historic Preservation Office

_____ Date: _____
 Diana Welling
 Department Head & Deputy State Historic Preservation Officer for Resource Protection & Review

City of Zanesville

_____ Date: _____
 William Arnett,
 Director of Community Development, City of Zanesville

Fairfield Homes

_____ Date: _____
 Christine Collins
 Director of Development

CONCURRING PARTY:

Fairfield Homes

_____ Date: _____
 Frank Quinn
 Director of Preservation

ATTACHMENT A PROJECT INFORMATION

PEARL HOUSE ZANESVILLE, MUSKINGUM COUNTY, OHIO

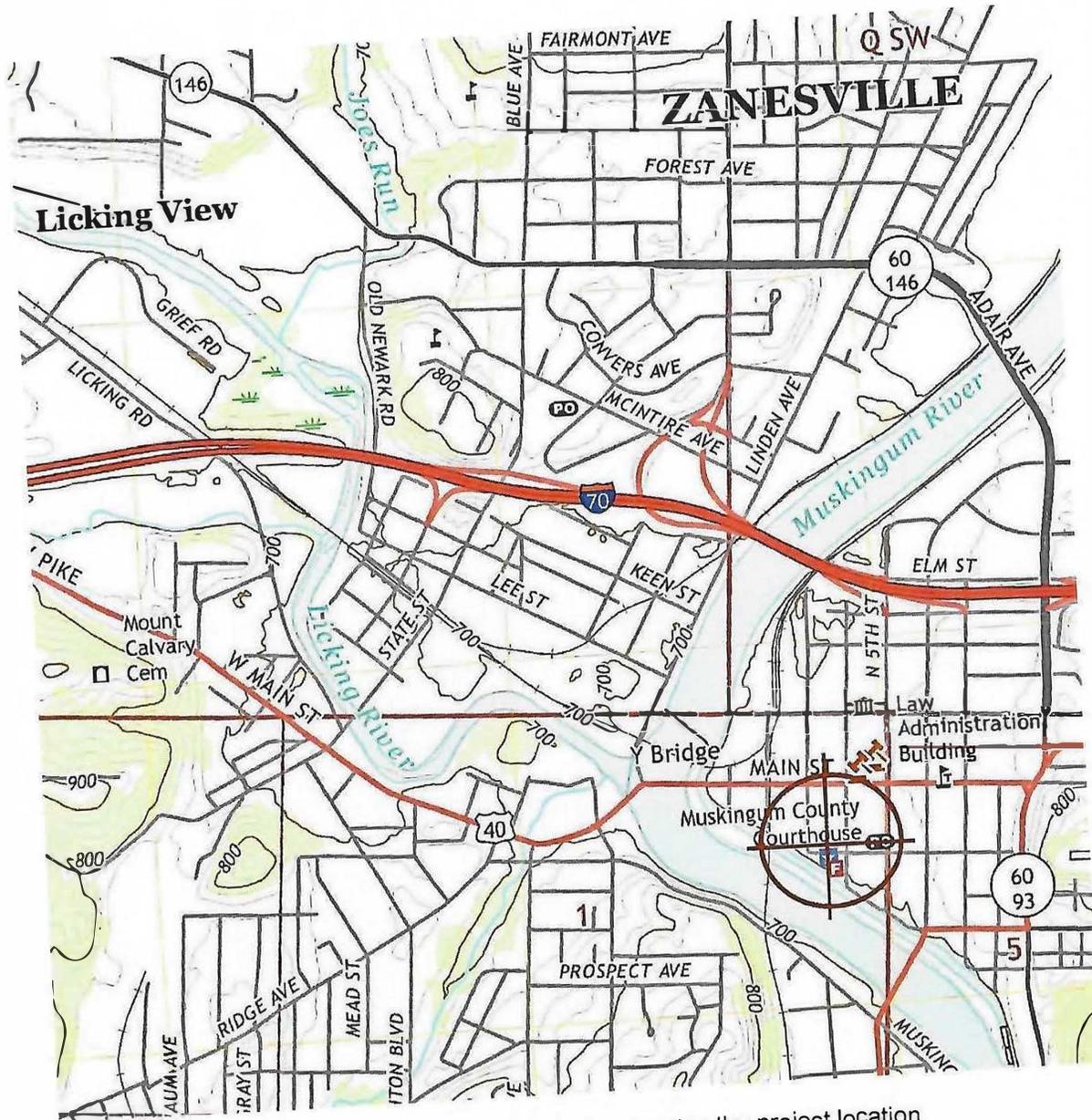
A description of the Undertaking, specifying the Federal involvement, and its area of potential effects, including photographs, maps, and drawings, as necessary:

Fairfield Homes is proposing to construct a new 34-unit affordable housing community serving the needs of homeless families recovering from drug and/or alcohol addictions. The U.S. Department of Housing and Urban Development (HUD) has committed project-based funding to Fairfield Homes under the Ohio Development Services Agency's Ohio Housing Finance Agency grant program for Pearl House. This site was selected due to its proximity to the services the residents will require and the availability of contiguous parcels of appropriate size. Fairfield Homes is developing the site with the support of Muskingum Behavioral Health, a multi-faceted substance abuse organization with various flexible drug and alcohol addiction treatment options, including counseling.

The new development is a 3-story building, with 34 parking spaces (2 accessible) supporting the 34 housing units. Also on the site is an exterior play space for children and a trash enclosure off Potter Alley on the northeast corner of the site. The development will require the demolition of all the buildings on the southwest quarter of the block, totaling five buildings. Of these five buildings, three (32-34 South Third Street, 60-62 South Third Street, and 315-317 South Street) have been recommended as eligible for the National Register of Historic Places under Criterion A.

To mitigate adverse effects on these resources, Fairfield Homes is in the process of consulting with the SHPO, City of Zanesville, and Heritage Ohio, and has proposed to carry out the following actions:

1. National Register Historic District Nomination of downtown Zanesville
2. Allow local businesses and residents to salvage architectural elements from the three buildings prior to demolition
3. Ohio Historical Marker to be located in the public right of way in front of the Pearl House that contains historical information and photographs, including images of salvaged items, if applicable



2019 USGS Map, Zanesville West, showing the project location

A description of the affected historic properties, including information on the characteristics that qualify them for the NRHP:

32-34 South Third Street is a commercial building constructed c. 1870 in the Italianate style. The building originally had cast iron pilasters with Corinthian capitals defining the seven bays across the front. These have since been removed from the building. The building still retains shaped corbels at the eaves and all five original double hung wood windows with arched stone lintels and flush sills on the second floor. The building has brick bearing walls supporting a hip roof covered with slate. Although some of the significant architectural details have been stripped from the building, it retains its original fenestration pattern and overall proportion.

60-64 South Third Street is Georgian Revival house constructed c. 1907 for Charles H. Jones (1842-1928), a local industrialist and principal of the firm Jones & Abbot, a stove manufacturer whose foundry was located just north of the house. In 1868 Charles Jones married Kate Davenport, who passed away in 1881. The house was converted into rental units and renamed Davenport Apartments, probably after Charles' death in 1928. The house has brick bearing walls and a slate-covered hip roof with hip dormers on each elevation. The house also retains the original elliptical fanlight transom and sidelights at the main entrance. This is the only surviving Georgian Revival style house in the city.

315-317 South Street is a Colonial Revival residential duplex with Flemish bond brick walls and a side gable roof with asphalt shingles. It features an ashlar stone foundation and many original 2-over-2 windows, and was probably built in the 1870s. The front elevation consists of five bays, and originally had two identical entrances, each with a stone lug lintel, which divided the house into a two-bay unit to the north and a three-bay unit to the south. The two-story wood frame rear addition was constructed in the early 20th century and is flush with the north and south walls. The north entry was shifted to the south so that the north unit was of more similar width to the south unit, probably at the time the rear addition was built.

These three properties are considered eligible for inclusion on the NRHP under Criterion C as examples of urban commercial and residential architecture in Zanesville from the late 19th to early 20th centuries.

A description of the Undertaking's effects on historic properties:

The proposed Pearl House building directly affect the three historic properties by demolishing them. Therefore, the proposed Undertaking constitutes an **adverse effect** to 32-34 South Third Street, 60-62 South Third Street, and 315-317 South Street.



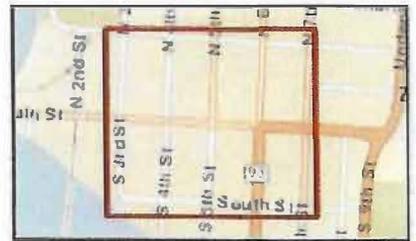
32-34 South Third Street



60-62 South Third Street



315-317 South Street



Proposed National Register Historic District Boundary

Ways and Means Committee
Ann Gildow, Chair

ORDINANCE NO. 2020- 52
INTRODUCED BY COUNCIL

AUTHORIZING THE PROPER CITY OFFICIAL TO GRANT FUNDS TO
THE CITY OF ZANESVILLE COMMUNITY IMPROVEMENT
CORPORATION RESULTING FROM THE SALE OF PROPERTY

WHEREAS, pursuant to Ordinance 06-114 approved October 10, 2006, the City of Zanesville Community Improvement Corporation (CIC) was designated as the agency of the City of Zanesville, Ohio, for the industrial, economic, civic, commercial, distribution and research development of the City of Zanesville, Ohio; and

WHEREAS, pursuant to Ordinance 19-14 approved March 26, 2019, the City of Zanesville declared parcel #86-30-01-52-000 surplus property no longer needed for municipal purposes; and

WHEREAS, the City further authorized the Zanesville Community Improvement Corporation, acting as an agent of the City, to negotiate the disposal of said property for the purpose of encouraging economic development and to promote the welfare of the citizens of the City; and

WHEREAS, Ordinance 06-114, Exhibit A, approved October 10, 2006) states in part, if any lands or interests in lands conveyed by the City to the Corporation are sold by the Corporation at a price in excess of the consideration received by the City from the Corporation therefor, such excess shall be paid to the City after deducting therefrom the following costs to the extent incurred by the Corporation: the costs of acquisition and sale by the Corporation, taxes, assessments, costs of maintenance, costs of improvements to the land by the Corporation, debt service charges of the Corporation attributable to such real lands or interests, and a reasonable service fee determined by the Corporation; and

WHEREAS, the Zanesville Community Improvement Corporation has remitted to the City of Zanesville sales proceeds for parcel #86-30-01-52-000 totaling \$2,999.00; and

WHEREAS, the City desires to continue to support the Zanesville Community Improvement Corporation to carry out its functions on behalf of the City of Zanesville.

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

SECTION ONE: Resulting from the sale of Muskingum County Parcel #86-30-01-52-000, the proper City official is authorized to grant operating funds in the amount of \$2,999.00 to the Zanesville Community Improvement Corporation, Inc.

SECTION TWO: Said grant funds shall be paid upon presentation of an invoice and shall be paid from line item 101-7863-53299.

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

PASSED _____, 2020

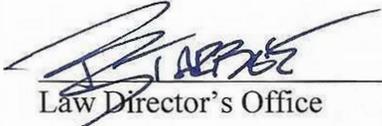
ATTEST: _____
Susan Culbertson
Clerk Of Council

Daniel M. Vincent
President Of Council

APPROVED: _____, 2020

This legislation approved as to form:

Donald L. Mason
Mayor



Law Director's Office



The City of Zanesville

Community Development Department

401 Market Street, Zanesville, Ohio 43701

Phone: (740) 617-4909

Donald L. Mason
Mayor

William Arnett
Director

MEMORANDUM

TO: *Members of the Zanesville City Council*

FROM: **Bill Arnett, Community Development Director**

CC: **Donald L. Mason, Mayor**

DATE: *March 18, 2020*

SUBJECT: *Operational Grant to the Zanesville Community Improvement Corporation, Inc.*

The City of Zanesville in 2018 approved legislation declaring eight (8) parcels of land surplus and approved transferring them to the Zanesville Community Improvement Corporation, Inc. for sale. Ohio Revised Code requires the Community Improvement Corporation (CIC) to return to the City any net proceeds realized from the sale of the parcels above the amount paid for the parcels by the CIC. The City transferred the parcels to the CIC at no cost, so all net proceeds must be returned to the City.

The CIC earlier this year sold Muskingum County Auditor Parcel No. 86-30-01-52-000, which is identified as 1277 Pfeifer Drive. The net proceeds from the land sale are \$2,999. The CIC on March 5, 2020, remitted to the City of Zanesville a check in the amount of \$2,999, as required.

The CIC Board of Directors in January approved a budget for this year. Rather than seeking a \$10,000 operating grant similar to 2019, the Board opted to ask the City to provide operating grants to the CIC in the amount of the net proceeds from any land sales. The ordinance would return 100% of the net proceeds from the Pfeifer Drive land sale to the CIC for operational purposes.

Please let me know if you have any questions.

ORDINANCE NO. 2020 - 53

AN ORDINANCE AUTHORIZING THE PROPER CITY OFFICIAL TO ADVERTISE FOR BIDS AND ENTER INTO A CONTRACT WITH THE LOWEST AND BEST BIDDER FOR THE R6 AND R8 THROUGH R11 BASIN SEWER SEPARATION PROJECT.

WHEREAS, the City of Zanesville is required through its Ohio Environmental Protection Agency NPDES Permit to separate its combined sewer overflow systems; and

WHEREAS, through Ordinance 17-60, City Council authorized the proper City official to execute an Ohio Environmental Protection Agency, Water Pollution Control Fund Loan for the planning, design, and/or construction of the R6 and R8-R11 Basin Sewer Separation 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 \$6,000,000 for construction of the R6 and R8-R11 Basin Sewer Separation Project, which shall be paid from the loan proceeds, and shall come from Line Item 613-5453-54464.

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

Ways & Means Committee
Ann Gildow, Chair

ORDINANCE NO. 2020- 54

AN ORDINANCE AUTHORIZING AN AMENDMENT TO THE ZANESVILLE, SOUTH ZANESVILLE AND SPRINGFIELD TOWNSHIP JOINT ECONOMIC DEVELOPMENT DISTRICT CONTRACT

WHEREAS, the Zanesville City Council approved November 14, 2000, Ordinance 00-172 Authorizing the Execution and Delivery of a Joint Economic Development District Contract with South Zanesville and Springfield Township in Muskingum County and Related Actions for Creation of a Joint Economic Development District; and

WHEREAS, the City entered into the Zanesville, South Zanesville and Springfield Township Joint Economic Development District Contract on or about December 13, 2000, said Contract being recorded in Book No. 1704, Page 659 of the Official Records of Muskingum County, Ohio; and

WHEREAS, Section 5 of the Contract allows the addition or removal of areas from the District pursuant to agreement by all parties; and

WHEREAS, Springfield Township has requested a portion of El Camino Drive be added to the District; and

WHEREAS, Muskingum County, the owner of said property, has consented to its addition to the District.

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

SECTION ONE: The Zanesville City Council approves the addition of property into the Zanesville, South Zanesville, Springfield Township Joint Economic Development District as shown on the attached survey, Exhibit A.

SECTION TWO: The Zanesville City Council approves Amendment #1 to the Zanesville, South Zanesville and Springfield Township Joint Economic Development District Contract attached as Exhibit B.

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

PASSED: _____, 2020.

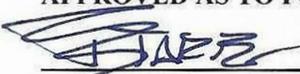
ATTEST: _____

**SUSAN CULBERTSON
CLERK OF COUNCIL**

**DANIEL M. VINCENT
PRESIDENT OF COUNCIL**

APPROVED: _____, 2020.

**DONALD L. MASON
MAYOR**

**THIS LEGISLATION
APPROVED AS TO FORM**


LAW DIRECTOR'S OFFICE

Exhibit B

AMENDMENT No. 1

TO THE

**ZANESVILLE, SOUTH ZANESVILLE AND SPRINGFIELD TOWNSHIP
JOINT ECONOMIC DEVELOPMENT DISTRICT CONTRACT**

WHEREAS the City of Zanesville [the ‘City’], the Village of South Zanesville [the “Village”], and Springfield Township, Muskingum County, Ohio [the “Township”] entered into the Zanesville, South Zanesville and Springfield Township Joint Economic District Contract [the “Contract”], on or about December 13, 2000, said Contract being recorded in Book No. 1704, Page 659 of the Official Records of Muskingum County, Ohio; and

WHEREAS, the Board of Commissioners, Muskingum County, Ohio [the “County”] adopted a resolution on or about February 5, 2001 authorizing the Zanesville, South Zanesville and Springfield Township Joint Economic District [the “District”] on behalf of the County; and

WHEREAS, the City, the Village, the Township, and the County have expressed their mutual interest in expanding the real property encompassing the District, to accommodate a section of El Camino Drive, as described in the legal description and survey attached hereto and made a part hereof this Amendment; and

WHEREAS, the County has consented to the inclusion of that section of El Camino Drive, as described in the legal description and survey, into the District;

NOW, THEREFORE, BE IT RESOLVED by the legislative authorities of the City of Zanesville, the Village of South Zanesville, the Township of Springfield, and the County of Muskingum, that the Contract is hereby amended as described herein. All existing terms and conditions of the Contract shall remain in full force and effect.

This Amendment shall take effect immediately upon its adoption by each of the individual legislative authorities that are parties hereto.

The following Attachments are made a part of and fully incorporated herein to this Amendment and to the Contract:

1. Legal description and survey for El Camino Drive.
2. City of Zanesville Ordinance No. _____.
3. Village of South Zanesville Ordinance No. _____.
4. Springfield Township Resolution No. _____.
5. Muskingum County Board of Commissioners Resolution No. _____.

Area to be added to JEDD agreement (DR 1704-659) (El Camino Drive)

Being a part of land located in the State of Ohio, Muskingum County, Springfield Township, and part of the northeast quarter of Section 13, Township 16 North, Range 14 West, Congress Lands East of the Scioto River.

Being part of El Camino Drive in Rodger's Subdivision (Plat Book 8, page 95) and part of the State Route 719 right-of-way (DR 1100-635), bounded and described as follows:

Commencing at the southwest corner of Juanita Drive and El Camino Drive (Plat Book 12, pages 6-7);

thence along the south line of El Camino Drive North 66 degrees 37 minutes 11 seconds West 210.49 feet to an iron pin set, the **place of beginning** for this survey;

thence leaving the south line of El Camino Drive and through the State Route 719 right-of-way (DR 1100-635) the following two courses:

1. North 79 degrees 31 minutes 48 seconds West 48.94 feet to an iron pin found on a line of Zanesville Welfare Organization and Goodwill Industries, Inc. (DR 2880-904);
2. Along Zanesville Welfare Organization and Goodwill Industries, Inc. (DR 2880-904) North 47 degrees 26 minutes 08 seconds West 33.28 feet to a concrete nail found on the south line of El Camino Drive (Plat Book 8, page 95);

continuing along a line of Zanesville Welfare Organization and Goodwill Industries, Inc. (DR 2880-904) and along the south line of El Camino Drive (Plat Book 8, page 95) North 66 degrees 37 minutes 11 seconds West 75.44 feet to an iron pin found;

thence leaving Zanesville Welfare Organization and Goodwill Industries, Inc. (DR 2880-904) and the south line of El Camino Drive (Plat Book 8, page 95) North 04 degrees 43 minutes 25 seconds West 45.35 feet to an iron pin set on the north line of El Camino Drive (Plat Book 8, page 95);

thence along the north line of El Camino Drive (Plat Book 8, page 95) South 66 degrees 37 minutes 11 seconds East 159.05 feet to a mag spike set;

thence leaving the north line of El Camino Drive (Plat Book 8, page 95) South 00 degrees 29 minutes 07 seconds West 43.42 feet to the place of beginning containing 0.15 acres, more or less.

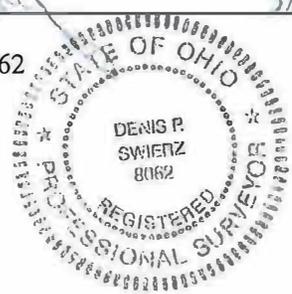
Part of El Camino Drive (Plat Book 8, page 95)	± 0.14 acres
Part of State Route 719 right-of-way (DR 1100-635)	+ 0.01 acres
	<u>± 0.15 ACRES</u>

This legal description was written by Denis P. Swierz based on a field survey completed February and March of 2020 by Muskingum County Engineers' Office. The bearings in this description are based on NAD83 (2011), Ohio South Zone, State Plane Coordinates, as per GPS observations from NGS monument GPS 25 (AA 5267).

Subject to all easements, right of ways, restrictions, reservations, etc.. of record and those that may be implied.

Denis P. Swierz
Reg. Surv. No. 8062

3/12/20
Date



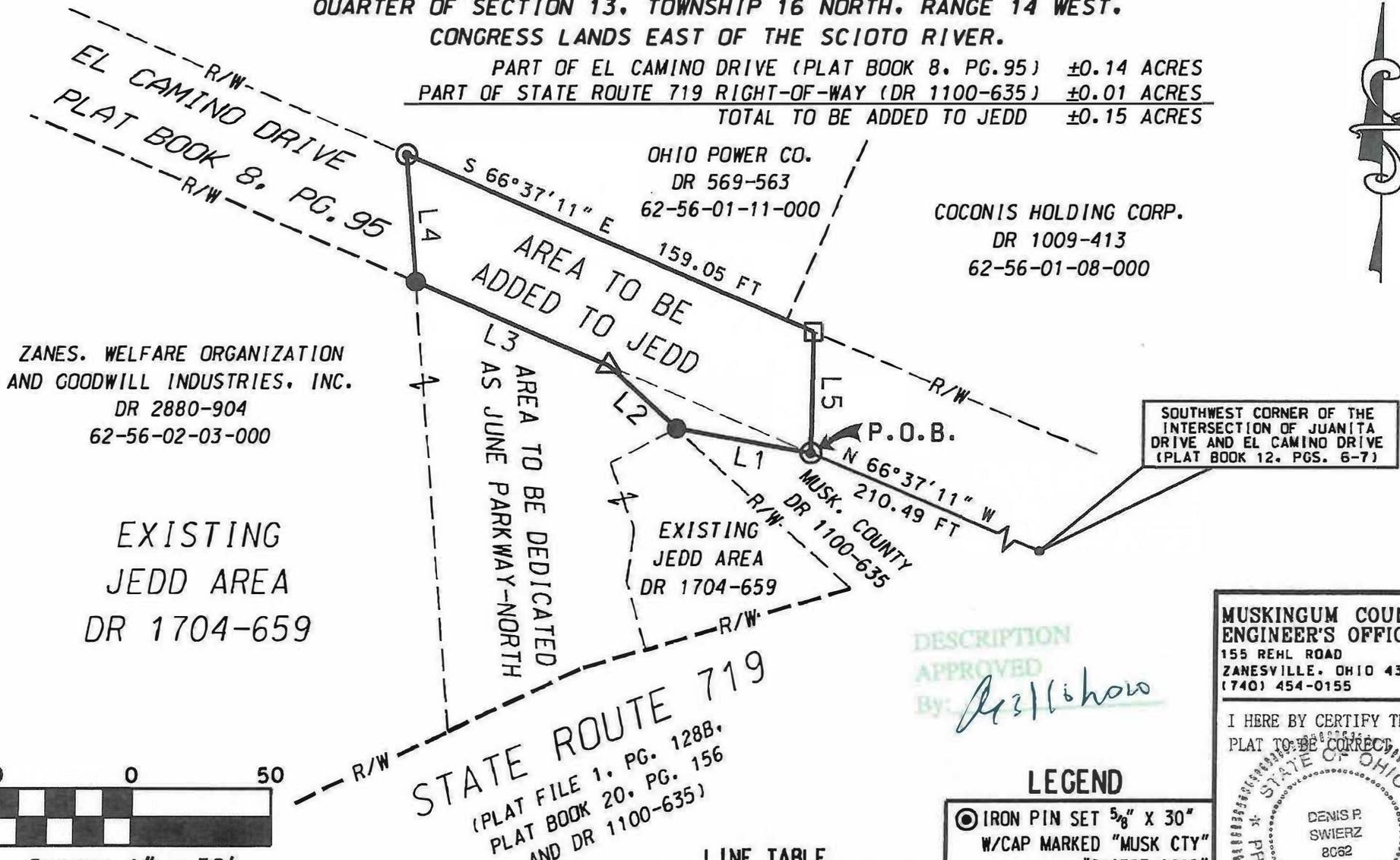
DESCRIPTION
APPROVED
By: *Alb* 3/16/2020

AREA TO BE ADDED TO JEDD AGREEMENT (DR 1704-659) (EL CAMINO DRIVE)

STATE OF OHIO, MUSKINGUM COUNTY, SPRINGFIELD TOWNSHIP, PART OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 16 NORTH, RANGE 14 WEST.

CONGRESS LANDS EAST OF THE SCIOTO RIVER.

PART OF EL CAMINO DRIVE (PLAT BOOK 8, PG. 95) ±0.14 ACRES
 PART OF STATE ROUTE 719 RIGHT-OF-WAY (DR 1100-635) ±0.01 ACRES
 TOTAL TO BE ADDED TO JEDD ±0.15 ACRES



ZANES. WELFARE ORGANIZATION
 AND GOODWILL INDUSTRIES, INC.
 DR 2880-904
 62-56-02-03-000

EXISTING
 JEDD AREA
 DR 1704-659

AREA TO BE
 ADDED TO JEDD

L3
 AREA TO BE DEDICATED
 AS JUNE PARKWAY-NORTH

OHIO POWER CO.
 DR 569-563
 62-56-01-11-000

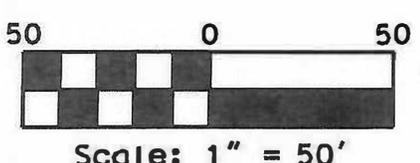
COCONIS HOLDING CORP.
 DR 1009-413
 62-56-01-08-000

SOUTHWEST CORNER OF THE
 INTERSECTION OF JUANITA
 DRIVE AND EL CAMINO DRIVE
 (PLAT BOOK 12, PGS. 6-7)

EXISTING
 JEDD AREA
 DR 1704-659

STATE ROUTE 719
 (PLAT FILE 1, PG. 128B,
 PLAT BOOK 20, PG. 156
 AND DR 1100-635)

DESCRIPTION
 APPROVED
 By: *Denis P. Swierz*



BASIS OF BEARING:
 BEARINGS SHOWN HEREON ARE BASED ON
 NAD83 (2011), OHIO SOUTH ZONE, STATE
 PLANE COORDINATES, AS PER GPS
 OBSERVATIONS FROM NGS MONUMENT
 GPS 25 (AA 5267).

LINE TABLE		
L1	N 79° 31' 48" W	48.94 FT
L2	N 47° 26' 08" W	33.28 FT
L3	N 66° 37' 11" W	75.44 FT
L4	N 04° 43' 25" W	45.35 FT
L5	S 00° 29' 07" W	43.42 FT

- LEGEND**
- ⊙ IRON PIN SET 5/8" X 30"
W/CAP MARKED "MUSK CTY"
"SWIERZ 8062"
 - MAG SPIKE SET
 - IRON PIN FOUND
 - △ CONCRETE NAIL FOUND
 - POINT

**MUSKINGUM COUNTY
 ENGINEER'S OFFICE**
 155 REHL ROAD
 ZANESVILLE, OHIO 43701
 (740) 454-0155

I HEREBY CERTIFY THIS
 PLAT TO BE CORRECT

STATE OF OHIO
 DENIS P. SWIERZ
 8062
 REGISTERED PROFESSIONAL SURVEYOR

DENIS P. SWIERZ
 PS# 8062
 DATE 3/12/20

Community Development Committee
Mark Baker, Chair

ORDINANCE NO. 2020-55
INTRODUCED BY COUNCIL

**AN ORDINANCE TO AMEND AND REVISE THE ZONING MAP AND
MAKE PERMANENT ZONING IN THE CITY OF ZANESVILLE, OHIO
AS HEREIN PROVIDED**

WHEREAS, an application has been duly made requesting a zone change from C-2 Community and Regional Commercial to C-4 Highway Commercial; and

WHEREAS, proper notification of the intent of this Council to consider this request to rezone the below described property was given to abutters within 200 feet of the requested rezoning and in a newspaper of general circulation; and

WHEREAS, after testimony and discussion the Zanesville Planning Commission recommended to City Council that the zone change request further identified on Exhibit "A", be approved.

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

SECTION ONE: The application for rezone change with respect to the real property hereinafter described and shown in Exhibit "A" is hereby approved and the zoning with respect to said property is so changed.

SECTION TWO: The Zoning Map of the City of Zanesville, Ohio, and the same is hereby amended and revised by changing the zoning as follows:

From the existing zoning district of I-1, Light Industrial to A&E, Agriculture and Estate on Muskingum County Parcel Number 85-36-01-07-000 situated in the City of Zanesville, County of Muskingum, and State of Ohio.

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.

DON MASON
MAYOR

THIS LEGISLATION
APPROVED AS TO FORM

LAW DIRECTOR'S OFFICE

Attachment to Ord 2020-55 Exhibit "A"

Muskingum County Parcel #85-36-01-07-000 is Highlighted in Yellow



Donald L. Mason
Mayor

ORDINANCE NO. 2020-57
INTRODUCED BY COUNCIL

AUTHORIZING THE PROPER CITY OFFICIAL TO PROVIDE
AMENITIES FOR EVENTS RELATED TO THE CURRENT
STATE OF EMERGENCY CAUSED BY THE COVID-19 VIRUS AND
DECLARING AN EMERGENCY

WHEREAS, the State of Ohio has been declared to be in a State of Emergency due to the COVID-19 Virus, and The City of Zanesville is working diligently to maintain the health and safety of its employees and citizens; and

WHEREAS, it may be necessary at times to provide amenities to Federal, State, or Local Officials as well as City employees and community volunteers.

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

SECTION ONE: While the State of Ohio is declared to be under a State of Emergency due to the COVID-19 Virus, the Mayor has authority to allow the proper city official to provide amenities for use by Federal, State, or Local Officials as well as City employees and community volunteers. Expenditures for amenities shall be paid from line item 101-7951-53434, and are not to exceed the budgeted amount as approved by City Council.

SECTION TWO: For the reasons stated above, this ordinance is declared to be an emergency measure. Provided it receives the affirmative votes of six (6) or more members of Council, this ordinance shall take effect and be in force immediately upon its passage and approval of the Mayor. Otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

PASSED _____, 2020

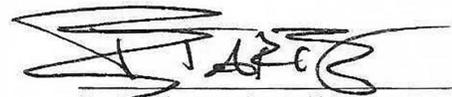
ATTEST: _____
Susan Culbertson
Clerk Of Council

Daniel M. Vincent
President Of Council

APPROVED: _____, 2020

This legislation approved as to form:

Donald L. Mason
Mayor



Law Director's Office

Public Service Committee
Andrew Roberts, Chair

ORDINANCE NO. 2020 - 45
INTRODUCED BY COUNCIL

AN ORDINANCE AUTHORIZING THE PROPER CITY OFFICIAL TO ADVERTISE FOR BIDS AND ENTER INTO A CONTRACT FOR THE 2020 CITYWIDE OPWC OVERLAYS WITH THE LOWEST AND BEST BIDDER.

WHEREAS, the City has secured OPWC funds for pavement overlays of the streets as detailed in Exhibit A; and

WHEREAS, the administration would like to proceed with advertising, bidding, and the award of the contract for the project.

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 for the 2020 OPWC Overlays and enter into contract with the lowest and best bidder.

SECTION TWO: The cost of the project is estimated to be \$539,975, with \$399,975 taken from Line Item 215.6531.54483, \$75,000 taken from Line Item 203.6531.54426, and \$65,000 taken from Line Item 202.6541.54426.

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

ANDREW ROBERTS,
President Pro-Tempore of Council

APPROVED: _____, 2020

**THIS LEGISLATION APPROVED
AS TO FORM**

DONALD MASON,
Mayor



LAW DIRECTOR'S OFFICE

Ordinance 2020 - 45
Exhibit A



Council-Mayor Government
Donald L. Mason, Mayor

The City of Zanesville

401 Market Street, Zanesville, Ohio 43701

Phone: (740) 617-4910

Email: csaunders@coz.org

Department of Public Service
Engineering Division
Charles M. Saunders, P.E., CITY ENGINEER

2020 Citywide OPWC Paving Program 7/1/21 Completion Date (cannot award before 7/20)

Canal St	Fourth to Sixth	3.0 Miles
East Main St	Ninth to Wheeling	
Moxahala Ave	SR 719 to Muskingum Ave	
Muskingum Ave	Moxahala to Putnam	
Taylor St	Oak Meadow to Maple	\$540,000

ORDINANCE NO. 2020 – 47A

AN ORDINANCE AUTHORIZING THE PROPER CITY OFFICIAL TO COMMIT CITY FUNDING AS A MATCH FOR AN APPALACHIAN REGIONAL COMMISSION FOR CONTRACTING OF A GPS DATA COLLECTION AND GIS MAPPING SERVICE.

WHEREAS, a GPS data collection and GIS mapping effort is needed to enable the creation of storm water system mapping in a digital format; and

WHEREAS, Rural Community Assistance Program (RCAP) offers staff familiar with water systems mapping and GIS software to be hired using ARC and local funds that expedites the retrieval of information; and

WHEREAS, the total project cost is estimated to be \$163,200, and ARC is offering a grant for GPS and GIS system mapping of \$81,600; and

WHEREAS, the grant requires a local match which would require \$59,100 in City funds, \$15,000 in in-kind labor, and \$7,500 in additional matching funds to be used for new GPS or computer equipment.

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 commit \$66,600 of City storm water funding as necessary match to an Appalachian Regional Commission (ARC) grant, contracting through RCAP for GPS data collection and GIS mapping service and software, and to execute all documents.

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

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

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			
<p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p>			
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

<u>Commercial General Liability (CGL)</u>	\$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
 <u>Automobile Liability</u>	 \$5,000,000.00	 Combined Single Limit (ea. accident)
 <u>Excess/Umbrella Liability</u>	 \$2,000,000.00	 Each Occurrence
	\$2,000,000.00	Aggregate
 <u>Workers Compensation</u>	 Statutory	 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 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

Secret Auditorium	Lounge	560
Secret Auditorium	Private Office	2,141
Secret Auditorium	Reception Area	520
Secret Auditorium	Restroom	376
Secret Auditorium	Stairwell	1,040
Secret Auditorium	Storage	260
Secret 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 Maintenance/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 MRES 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

<u>Fiscal Year</u>	<u>O&M Savings</u>
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	<p>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.</p> <p>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.</p> <p>Ongoing M&V: Annual visual inspection of fixtures and replacement inventory.</p>
Transformer	<p>Baseline: Transformer energy wastage was calculated based on the transformed type and age</p> <p>Post-installation: Savings will be deemed achieved upon verification of proper installation of new transformers.</p> <p>Ongoing: Annual visual inspection of all scope items.</p>
HVAC Armor	<p>Baseline: Baseline energy usage was calculated based on the EER shown in the appendix</p> <p>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</p>
HVAC Equipment Replacement	<p>Baseline: Name plate efficiency of the equipment de-rated based on the age</p> <p>Post-Installation: Post installation operational verification of the HVAC equipment. Savings will be deemed based on confirmation that equipment specifications meet design</p>
BAS Upgrades	<p>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</p> <p>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.</p> <p>On-going: If remote access is provided, buildings schedules will be verified against the scheduled in Exhibit C. No further calculations will be done.</p>

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	
Proposal Date	Proposal	Agreement Number	Page
January 19, 2020	JS200101	85050780	1 of 63
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			
<p>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.</p> <p>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.</p> <p>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.</p>			
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 Penetration	Add Fabricate - Metal Cover-Seal	1	4.33	0.00
City Hall	Existing Door Penetration	Add Fabricate - Metal Cover-Seal	1	3.00	0.00
City Hall	Existing Door Penetration	Add Fabricate - Metal Cover-Seal	1	4.33	0.00
City Hall	Existing Door Penetration	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	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	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	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 M	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 Ga	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	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	702101356D	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 S	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 S	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 - Ex	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	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	1	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	1	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 Spravyfoam-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	Normal 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:

- 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 _____

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	It	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	Dom	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	Utility 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/tr	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	Explosion 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	Explosion 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-Medium-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-Medium-Clear-Pole	6

Secrest Auditorium Ext	Flood	Flood-Meduum-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-Meduum-Clear-Wall	6
Waste Water Treatment Plant Ext	Flood	Shoe Box-Meduum-Clear-Pole	2
Waste Water Treatment Plant Ext	Pole	Yard blaster-Medium-Clear-Pole	1
Waste Water Treatment Plant Ext	Flood	Flood-Meduum-Clear-Wall	3
Waste Water Treatment Plant Ext	Flood	Shoe Box-Meduum-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-Meduum-Clear-Wall	5
Waste Water Treatment Plant Ext	Wallpack	Wallpack-Medium-Frosted-Surface	5
Waste Water Treatment Plant Ext	Wallpack	Wallpack-Meduum-Clear-Wall	10
Waste Water Treatment Plant Ext	Pole on bldg	Shoe Box-Meduum-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

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

ORDINANCE NO. 2020 – 33

CLERK OF COUNCIL

AN ORDINANCE ESTABLISHING A SINGLE SOURCE WASTE GENERATOR FEE.

WHEREAS, the current City Code does not provide any benefits for high volume users; and

WHEREAS, the Public Service Department believes structured rates will generate additional high volume clients and income for the City while not negatively affecting lower-volume commercial users; and

WHEREAS, it would be beneficial to the City to amend the Codified Ordinances and provide separate rates for single source commercial users based on the volume of wastewater brought to the City.

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

SECTION ONE: Chapter 924.11(k) of the Codified Ordinances of the City of Zanesville is hereby amended in the following manner:

Currently reads:

(k) Treatment Charges for Other Wastes (Commercial). Treatment charges for other waste (commercial & industrial); a charge of twenty-five dollars (\$25.00) per truck plus ten cents (10¢) per gallon or a minimum charge of two hundred twenty-five dollars (\$225.00) per 2,000 gallons, and if receiving fats, oil, or grease a charge of twenty-five dollars (\$25.00) per truck plus twenty cents (20¢) per gallons shall be required.

In addition, a minimum chlorine surcharge of \$.004 per gallon will be assessed to all haulers. This surcharge may be adjusted from time to time by the Director of Public Service depending on the cost of chlorine to the City.

Shall be amended to read:

(k) Treatment Charges for Other Wastes (Commercial). Treatment charges for other waste (commercial & industrial); a charge of twenty-five dollars (\$25.00) per truck plus ten cents (10¢) per gallon or a minimum charge of two hundred twenty-five dollars (\$225.00) per 2,000 gallons, and if receiving fats, oil, or grease a charge of twenty-five dollars (\$25.00) per truck plus twenty cents (20¢) per gallons shall be required.

In addition, a minimum chlorine surcharge of \$.004 per gallon will be assessed to all haulers. This surcharge may be adjusted from time to time by the Director of Public Service depending on the cost of chlorine to the City.

The commercial rate for a single source waste generator shall be \$0.10 per gallon for zero to 500,000 gallons and \$0.05 per gallon for 500,001+ gallons.

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

MAYOR DONALD MASON,

**THIS LEGISLATION APPROVED
AS TO FORM**



LAW DIRECTOR'S OFFICE

**ORDINANCE NO. 2020-34
INTRODUCED BY COUNCIL**

**AN ORDINANCE AUTHORIZING THE EXPENDITURE OF FUNDS
RELATING TO THE LOCK #10 CANAL TRAIL PROJECT.**

WHEREAS, the City, by way of Ordinance 17-65, authorized the Public Service Director to execute a Lease Management Agreement with the State of Ohio, acting by and through its Department of Natural Resources Department (ODNR), for the Muskingum River Lock #10 Canal Park; and

WHEREAS, improvements to the Lock #10 Canal Trail and Park is a crucial enhancement project that would benefit the downtown and Putnam areas; and

WHEREAS, the City hired Sands Decker Engineers to develop the lighting and trail construction plans in order to build the improvements and obtain necessary ODNR approval, which has been completed; and

WHEREAS, the City budgeted \$200,000 in the FY 2020 Budget for the improvements, attached as Exhibit A to this ordinance.

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

SECTION ONE: The Director of Public Service is hereby authorized to advertise, award, execute all documents, and expend funds in the estimated amount of \$197,429 for the installation of electrical facilities and a trail to complete the Lock #10 Canal Trail project.

SECTION TWO: The funds for this project will be taken from Line Item 101-3281-54422 and shall be considered as advanced, repayable from the service payments made through the tax increment financing agreement, authorized by Ordinance 16-130.

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

PASSED: _____, 2020

ATTEST:

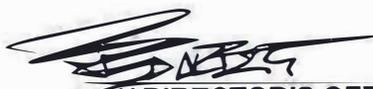
SUSAN CULBERTSON,
Clerk of Council

DANIEL M. VINCENT,
President of Council

APPROVED: _____, 2020

**THIS LEGISLATION APPROVED
AS TO FORM**

DONALD MASON,
Mayor



LAW DIRECTOR'S OFFICE



ENGINEER'S ESTIMATE

- SD Phase
- DD Phase
- CD Phase
-

Prepared By: Rick Cox

Date: 12/2/2019

Project Name: **Canal Park Lighting**

Client: **City of Zanesville**

Location of Project: **Canal Park, Between Y bridge and 6th ST Bridge**

Project No: **3822**

Item	Description	Quantity	Unit	Unit Price	Total Item Price
201	Clearing & Grubbing	LUMP	SUM	\$2,000.00	\$2,000
202	Pavement Removed	33	SY	\$50.00	\$1,667
203	Embankment (AT&T Vault)	5	CY	\$27.00	\$135
203	Excavation - Haul Off (New Path)	22	CY	\$30.00	\$660
204	Subgrade Compaction	200	SY	\$6.00	\$1,200
304	Aggregate Base	17	CY	\$75.00	\$1,250
407	Tack Coat	5	GAL	\$30.00	\$150
441	Asphalt Concrete Surface Course, Type 1 (448), PG64-22	2	CY	\$350.00	\$648
659	Seeding & Mulching	200	SY	\$3.50	\$700
659	Commercial Fertilizer	0.1	TON	\$750.00	\$75
703	#57 Crushed Limestone	40	CY	\$75.00	\$3,020
832	Perimeter Filter Fabric Fence	900	LF	\$3.00	\$2,700
	2-1" SCH 40 conduits	1,550	LF	\$23.00	\$35,650
	Wire	1,550	LF	\$3.75	\$5,813
	Pre-Cast Concrete Light Pole Base (18" dia X 4')	22	Each	\$1,750.00	\$38,500
	Holophane Granville LED light with Pole	22	Each	\$2,200.00	\$48,400
	AEP Electrical Service	2	Each	\$1,500.00	\$3,000
	Electrical Meter/panel	2	Each	\$2,000.00	\$4,000
				Subtotal:	\$149,568
	20% Prevailing Wage				\$29,914
	10% Contingency (Subtotal + Prevailing Wage)				\$17,948.12
				Total Estimate of Construction Costs:	\$197,429

Item numbers refer to the current State of Ohio Department of Transportation Construction & Material Specifications, including all supplements thereto.

Since the Engineer has no control over the cost of materials, labor, or equipment, or over the market factors that affect construction prices in general, this Engineer's Estimate is not warranted or guaranteed to be accurate.

ORDINANCE NO. 2020- 35

AN ORDINANCE AUTHORIZING THE MUNICIPAL COURT JUDGE TO ENTER INTO AN AGREEMENT WITH THE OHIO ATTORNEY GENERAL'S OFFICE FOR THE COLLECTION OF MONIES OWED TO THE ZANESVILLE MUNICIPAL COURT

WHEREAS, the City of Zanesville, by and through City Council passed Ordinance 12-48 which authorized the City to enter into an Agreement with the Ohio Attorney General's Office for collection of certain monies owing to the Zanesville Municipal Court; and

WHEREAS, this original Agreement was never executed, or has otherwise terminated or expired; and

WHEREAS, the Attorney General's Collection Enforcement section has again contacted the Clerk of the Zanesville Municipal Court and offered their services in assisting in debt collection, as is more fully described in Exhibit A; and

WHEREAS, entering into an agreement with the Attorney General's Office with debt collection assistance for Municipal Court would greatly benefit the City financially.

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

SECTION ONE: The Municipal Court Judge is authorized to execute the debt collection agreement with the Ohio Attorney General's Office attached hereto as Exhibit A for the purpose of collecting certain monies owed to the Zanesville Municipal Court.

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

PASSED: _____, 2020

ATTEST: _____
SUE CULBERTSON
CLERK OF COUNCIL

DANIEL M. VINCENT
PRESIDENT OF COUNCIL

APPROVED: _____, 2020

DON MASON
MAYOR

This legislation approved as to form:



Law Director's Office



MIKE DEWINE

★ OHIO ATTORNEY GENERAL ★

Collections Enforcement
Office 614-466-8360
Fax 614-752-9070

150 East Gay St., 21st fl.
Columbus, Ohio 43215
www.OhioAttorneyGeneral.gov

January 25, 2012

Zanesville Municipal Court
Vicky Fulkerson, Clerk of Court
332 South St., PO Box 566
Zanesville, OH 43702

Dear Clerk:

I am writing to inform you about a new service the Attorney General's Collection Enforcement section is developing.

As you may know, the Attorney General's Office is the chief collection agent for all state agencies, boards and commissions and universities. Recently, a change in the law now permits the Attorney General's Collection Enforcement section to collect debt on behalf of local government entities.

I have enclosed a pamphlet explaining this new program. Please feel free to contact us with any questions you may have. I am hoping that you will take advantage of this opportunity to add some money back into your coffers.

If you have questions, please contact Jill Reardon, Director of Internal Collections at 614-466-4510 or LGC@OhioAttorneyGeneral.gov.

Very respectfully yours,

A handwritten signature in black ink that reads "Mike DeWine".

Mike DeWine
Ohio Attorney General



*Youngstown (330) 884-7519
Jennifer Zap*



DAVE YOST
OHIO ATTORNEY GENERAL

Collections Enforcement
Office 614-466-8360
Fax 614-752-9070

150 East Gay Street, 21st Floor
Columbus, OH 43215
www.OhioAttorneyGeneral.gov

**DELINQUENT DEBT COLLECTION AGREEMENT
BETWEEN THE
OHIO ATTORNEY GENERAL
AND**

I. PARTIES

1.1. THIS DELINQUENT DEBT COLLECTION AGREEMENT (this "Agreement") is between the Ohio Attorney General (hereinafter "Attorney General") and _____ ("Political Subdivision"), collectively referenced herein as the "Parties."

II. PURPOSE

2.1. The Political Subdivision has requested that the Attorney General undertake, and the Attorney General agrees to undertake, the collection of delinquent debt owed to the Political Subdivision, pursuant to Ohio Revised Code ("O.R.C.") § 131.02. This Agreement sets forth the rights, duties and obligations of the Parties and the amounts to be charged, collected and allocated between the Political Subdivision and Attorney General. This Agreement will become effective in ten business days once fully executed ("Effective Date").

III. CERTIFICATION OF DEBT

3.1. The Parties agree that this Agreement shall apply to amounts owed to Political Subdivision that meet the criteria specified on the attached Exhibit "A" (hereinafter the "Debt"). The Parties may, from time to time, change the categories of debt to be certified to the Attorney General by amending Exhibit "A" pursuant to the discretion of the Section Chief of the Collections Enforcement Section of the Attorney General and _____ of the Political Subdivision. Such changes to the categories of debt identified on Exhibit "A" shall not be construed as an amendment or termination of this Agreement.

3.2. Political Subdivision hereby warrants that all Debts certified to the Attorney General for collection pursuant to this Agreement are or will be legally due and owing to Political Subdivision at the time of certification.

3.3. Political Subdivision hereby warrants that it has complied or will comply with all conditions precedent to the legality of certifying the Debt for collection prior to certifying the Debt to Attorney General pursuant to this Agreement.

3.4. Political Subdivision hereby warrants that it has obtained the approval of any person or entity whose approval is required as a condition to entering into this Agreement. True and correct copies of any such approvals shall be attached hereto as Exhibit "B."

3.5. Political Subdivision shall identify and itemize the amounts owed in any bills or mailings issued to the debtors prior to certifying the Debt pursuant to this Agreement. Such itemization shall separately identify penalties, fees, costs and interest, if any, added to the principal balance of the amounts owed. For all Debt certified under this Agreement, Political Subdivision shall maintain account records documenting the principal balance of the amounts owed, as well as any penalties, fees, costs and interest, from the date such debt becomes due and owing to Political Subdivision until the debt is paid in full, resolved or written off as specified herein.

3.6. Political Subdivision shall make all account records related to the Debt fully available to specified Attorney General personnel in order for the Attorney General to actively identify and pursue collection activities. Political Subdivision shall retain account records related to the Debt so long as the Debt remains outstanding, or until the Debt is resolved or written off as specified herein.

3.7. Political Subdivision agrees and shall forward all payments received on certified Debt to the Attorney General. In the event that Political Subdivision accepts a debtor's payment on Debt certified to the Attorney General, Political Subdivision agrees to promptly notify the Attorney General of the details of the payment, including date, amount, remitter, check or instrument number and forward the payment to the Attorney General.

3.8. In the event that any debtor owing Debt certified to the Attorney General files bankruptcy or other insolvency proceeding, Political Subdivision shall immediately notify the Attorney General of such filing. The Attorney General shall cease all collection efforts with regard to such Debt. Political Subdivision remains exclusively and solely responsible for protecting its interest in bankruptcy & other insolvency proceedings. Upon notice that Debt certified to the Attorney General is subject to bankruptcy or other insolvency proceeding, the Attorney General shall close the affected accounts and such accounts shall no longer be considered to be certified to the Attorney General. Other insolvency proceeding may include but is not limited to receivership or foreclosure.

IV. ALLOCATION OF FEES AND COLLECTION COSTS

4.1 The client may choose for each account certified to the Attorney General to bear interest (hereinafter "AGI") at the annual rate established by the Tax Commissioner under O.R.C. § 5703.47. Upon recovery AGI is paid to Political Subdivision, not to Attorney General. AGI may be waived, either by Political Subdivision or the Attorney General. Political Subdivision also has discretion to request that AGI not be assessed as an additional obligation of debtors. If this request is indicated, the cost of AGI will not be added to the Debt. Political Subdivision may execute the Service Level Agreement attached hereto as Exhibit "C" to designate the preference of Political Subdivision as to AGI. If no preference is indicated, Attorney General may waive AGI at its discretion, and the addition of AGI to the Debt will increase the debtors' obligation. The AGI is in place of any separate accruing interest of the Political Subdivision on the Debt once certified to the Attorney General.

4.2 Pursuant to O.R.C. § 131.02, the Attorney General is authorized to deduct the Attorney General's collection cost from all amounts collected, calculated upon all certified amounts recovered, plus interest and fees accruing from the date of certification to Attorney General. Attorney General collection costs may be waived, either by the Attorney General or jointly by the Political Subdivision and the Attorney General. The Parties agree that the Attorney General will pass all Attorney General collection costs on to the debtor as an additional obligation of debtor. The Attorney General collection cost is 10% pursuant to O.R.C. § 109.08.

4.3 Upon agreement, the Attorney General may also hire third party vendors to collect claims for Political Subdivision and to pay such third party vendors for their services ("TPV Fees") from funds collected by them. Political Subdivision may execute the Service Level Agreement attached hereto as Exhibit "C" to designate the preference of Political Subdivision with respect to the assignment of Debt to TPVs. If no preference is indicated the Attorney General will assign Debt to TPVs in accordance with an established assignment strategy. TPV fees shall be paid at rates set by the Attorney General. The Parties agree that the Attorney General will pass all TPV Fees on to debtors as an additional obligation of the debtors.

4.4 Upon agreement the Attorney General may appoint special counsel to collect claims for Political Subdivision and to pay such special counsel for their services ("Special Counsel Fees") from funds collected by them. Political Subdivision may execute the Service Level Agreement attached hereto as Exhibit "C" to designate the preference of Political Subdivision with respect to the assignment of Debt to Special Counsel. If no preference is indicated the Attorney General will assign Debt to Special Counsel in accordance with an established assignment strategy. Special Counsel Fees shall be paid at rates set by the Attorney General. The Parties agree that the Attorney General will pass all Special Counsel Fees on to debtors as an additional obligation of the debtors.

4.5 Political Subdivision may execute a different Service Level Agreement for each category of debt certified pursuant to this Agreement, and each Service Level Agreement shall be attached as additional pages of Exhibit "C."

4.6 Political Subdivision may change or terminate the Service Level Agreement(s) attached hereto as Exhibit "C" upon appropriate written notice as specified therein, and any change or termination of the Service Level Agreement(s) shall not be construed as an amendment or termination of this Agreement.

V. DISBURSEMENT PROCESS/PAYMENT OF COLLECTION COSTS

5.1 On a weekly basis the Attorney General shall disburse to the Political Subdivision the full amounts collected on the Debt minus any applicable collection costs or fees as outlined herein. The Political Subdivision and Attorney General shall have the authority to settle or compromise any account in the Debt which is agreed upon by the Political Subdivision and Attorney General as payment in full based on the best interests of the Parties. At the time of the Attorney General's disbursement to the Political Subdivision, the Political Subdivision will receive the amount collected minus the Attorney General's collection costs and any applicable TPV Fees or Special Counsel Fees pursuant to this Agreement.

5.2 The Parties agree that court cases and judgment liens shall not be dismissed or deemed satisfied without the Political Subdivision's consent that all the fees have been paid by the debtor liable for costs under the court case and/or judgment lien.

5.3 Disbursements to the Political Subdivision of amounts due hereunder may be made via state check or by Automated Clearing House ("ACH") deposit, at the Attorney General's discretion. Political Subdivision acknowledges that the Attorney General prefers to remit all payments by ACH deposit, and Political Subdivision agrees to execute an ACH payment authorization in accordance with the form attached hereto as Exhibit "D" within thirty (30) days after the Effective Date of this Agreement.

VI. CERTIFICATION AND CANCELLATION OF DEBT

6.1. Political Subdivision will certify only Debt to the Attorney General which is past due and final, in accordance with O.R.C. § 131.02(A). O.R.C. § 131.02 provides that the Attorney General and Political Subdivision may determine an appropriate time beyond the regular 45-day requirement to certify delinquent debt. Such exceptions may be made as the Attorney General and the Political Subdivision mutually agree are appropriate.

6.2. The Parties acknowledge and agree that O.R.C. §131.02 empowers the Attorney General to, with the consent of the chief officer of an entity reporting a debt, cancel the debt or cause the same to be canceled. O.R.C. § 131.02(F)(2) provides a general statute of limitations of forty (40) years from the date of certification to collect claims. O.R.C. § 131.02(F)(1) allows the Attorney General to cancel uncollectible claims earlier, with the approval of the Political Subdivision. Political Subdivision may execute the Service Level Agreement attached hereto as Exhibit "C" to designate the preference of Political Subdivision. If no preference is indicated, the write off period will be fifteen (15) years after the date of certification. Exceptions revising the write off period for specified claims or categories of debt may be agreed to by the Attorney General and the Political Subdivision as amendments to the Service Level Agreement, and such amendments shall not be construed as an amendment or termination of this Agreement.

VII. CONFIDENTIALITY

7.1. Any confidential debtor information made available to Attorney General in the course of performance of this Agreement shall be used only for the purpose of carrying out the provisions of this Agreement pursuant to the Attorney General's statutory obligations. Additionally, the Attorney General shall not sell any debtor information to any third parties.

VIII. LIABILITY

8.1. Each Party shall be responsible for its own acts and omissions and those of its officers, employees and agents.

IX. CHOICE OF LAW

9.1. This Agreement is made and entered into in the State of Ohio and shall be governed and construed in accordance with the laws of Ohio. Any legal action or proceeding related to this Agreement shall be brought in Franklin County, Ohio, and the Parties irrevocably consent to jurisdiction and venue in Franklin County, Ohio.

X. COMPLIANCE WITH LAW

10.1. The Parties, in the execution of their respective duties and obligations under this Agreement, agree to comply with all applicable federal, Ohio and local laws, rules, regulations and ordinances.

XI. RELATIONSHIP OF THE PARTIES

11.1. It is fully understood and agreed that a Party's personnel shall not at any time, or for any purpose, be considered as agents, servants, or employees of the other Party.

11.2. Except as expressly provided herein, neither Party shall have the right to bind or obligate the other Party in any manner without the other Party's prior written consent.

XII. MODIFICATION

12.1. This Agreement constitutes the entire agreement between the Parties, and any changes or modifications to this Agreement shall be made and agreed to by the Parties in writing.

XIII. TERMINATION/EXPIRATION

13.1. Either party may terminate this Agreement for any reason by giving written notice, at least forty-five (45) days in advance of the date of termination, to the other Party via e-mail, facsimile transmission, mail, certified mail or personal delivery to the other Party's signatory to this Agreement.

13.2. If there is pending litigation in connection with any Debt, termination shall not be effective until the Attorney General terminates the legal representation in the litigation matter. The Attorney General shall be compensated for Debt collected and received prior to termination. The Parties agree to cooperate so as to effectuate a speedy and efficient transfer of the work to Political Subdivision.

XIV. SIGNATURES

14.1. The Parties may submit their signatures to the Agreement in counterparts, which taken together will constitute a valid enforceable Agreement. Facsimile or copied signatures shall be considered valid and enforceable.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed, as of the day and year last written below.

ACCEPTED AND APPROVED:

Date

OHIO ATTORNEY GENERAL
DAVE YOST

By: _____

Date

Lucas Ward
Section Chief

**DELINQUENT DEBT COLLECTION AGREEMENT
BETWEEN THE
OHIO ATTORNEY GENERAL
AND**

EXHIBIT "A"

The Parties agree that the following categories of debt may be certified to the Attorney General. All debt must be final with a minimum principal amount of \$100.00.

Examples of Categories of Debt to be certified:

- (a) Statutory fees as assessed by a Political Subdivision;
- (b) Civil court costs; and
- (c) Criminal court costs so long as the defendant is not incarcerated on the date the debt is certified.
- (d) Debt must be declared final with no chance of appeal or no future changes to the amount of the debt sent to the Attorney General for collection purposes.
- (e) Debt from a school system must be as a result of a contractual agreement.

Examples of Categories of Debt NOT to be certified:

- (a) Debt that is against a juvenile.
- (b) Debt against a presently incarcerated individual.
- (c) Debt that is involved in a bankruptcy, rental or foreclosure action.
- (d) Debt from any type of utility.
- (e) Debt resulting from code enforcement violations.
- (f) Debt that results from a red light camera violation/citation.

PLEASE NOTE: THE ATTORNEY GENERAL'S OFFICE RESERVES THE RIGHT TO DECLINE ACCEPTANCE OF ACCOUNTS BASED ON QUANTITY, VALUE, OR DEBT TYPE

**PLEASE LIST THE TYPE OF DEBTS YOU WILL BE CERTIFYING TO THE
ATTORNEY GENERAL'S OFFICE:**

A large, empty rectangular box with a thin black border, intended for the user to list the types of debts they will be certifying to the Attorney General's Office. The box is currently blank.

**DELINQUENT DEBT COLLECTION AGREEMENT
BETWEEN THE
OHIO ATTORNEY GENERAL
AND**

EXHIBIT "B"

The Delinquent Debt Collection Agreement Between the Ohio Attorney General and

, executed by _____,

, on _____, is hereby ratified and approved.

POLITICAL SUBDIVISION AUTHORITY (I.E. COUNTY COMMISSIONERS, COUNCIL)

_____ Date _____

_____ Date _____

_____ Date _____

POLITICAL SUBDIVISION LEGAL AUTHORITY (I.E. PROSECUTOR, LAW DIRECTOR)

_____ Date _____

IN WITNESS WHEREOF, the Parties hereto have caused this Service Level Agreement to be executed, as of the day and year last written below.

ACCEPTED AND APPROVED:

Date

OHIO ATTORNEY GENERAL
DAVE YOST

By: _____

Lucas Ward
Section Chief

Date

Policies and Procedures	Automated Clearing House (ACH) Processing
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**Ohio Attorney General
Collections Enforcement Section**

I (we) hereby authorize the Ohio Attorney General's Office to initiate entries to my (our) checking/savings accounts at the financial institution listed below, and, if necessary, initiate adjustments for any transactions credited/debited in error. This authority will remain in effect until Ohio Attorney General's Office is notified by me (us) in writing to cancel it in such time as to afford the Ohio Attorney General's Office and the Treasurer of State of Ohio a reasonable opportunity to act on it.

Client Information

Client Name	<input type="text"/>		
Client Address	<input type="text"/>		
City	<input type="text"/>	State	<input type="text"/>
		Zip Code	<input type="text"/>

Accounting Contact Information

Name	<input type="text"/>	Name	<input type="text"/>
email	<input type="text"/>	email	<input type="text"/>
Phone Number	<input type="text"/>	Phone Number	<input type="text"/>

Financial Institution Information

Financial Institution Name	<input type="text"/>		
Financial Institution Address	<input type="text"/>		
City	<input type="text"/>	State	<input type="text"/>
		Zip Code	<input type="text"/>
Financial Institution Account Type	<input type="text"/>		
Financial Institution Routing Number	<input type="text"/>		
Financial Institution Account Number	<input type="text"/>		

These numbers are located on the bottom of your check as follows:
1234456789 123456789101112
Routing Number Account Number

Signature of Authorized Signer	<input type="text"/>	Date	<input type="text"/>
--------------------------------	----------------------	------	----------------------



DAVE YOST
OHIO ATTORNEY GENERAL

Collections Enforcement
150 East Gay St., 21st fl.
Columbus, Ohio 43215
Email: LGC@OhioAttorneyGeneral.gov
614 466-4510

Client Information Questionnaire

Welcome to The Ohio Attorney General's Office, Collections Enforcement Section.

We are very excited about the opportunity to serve your collection needs. Please assist us by completing and returning this form, so we can better understand your collection needs and expectations. Thanks for considering the Ohio Attorney General's Office as a business partner.

1. What type of debt would you like us to collect for you? Please list and describe.
2. Would you like our office to charge interest (Attorney General Interest or "AGI") on your accounts? The AGI would begin accruing upon certification of the debt to our office and would replace any interest that would otherwise accrue on the account. The interest would be paid to you when the balance is paid in full by the debtor.
3. Do you currently use a third party collection vendor? What collection efforts have been made on your accounts before they will be referred to the Attorney General's Office for collection?
4. Do you have the ability to transfer data via FTP (File Transfer Protocol)?
5. Do you have IT personnel to assist with the certification process or do you contract with an IT vendor? Please provide the name; email address and phone number of your internal IT contact personnel or external IT vendor.
6. After the Attorney General's internal collection efforts have been exhausted, do you want our office to send your accounts out to outside collection vendor that the Attorney General's office contracts with for additional collections?
7. After the Attorney General's internal collection efforts have been exhausted, do you want our office to send your accounts to a private attorney ("special counsel") that the Attorney General's office contracts with for additional collections?
8. Will the accounts you will be certifying to us have liens or judgments on them?
9. Will any of the accounts you will be sending the Attorney General's Office for collection purposes involve restitution?

10. Will the court have held drivers licenses or have active warrants on any of the accounts you will be sending to the AGO for collection?
11. Are you interested in the Attorney General's collection section using the Department of Taxation's state tax refund offset program to capture additional payment for your debt?
12. Are you interested in the Attorney General's collection section using the Ohio Lottery offset program to capture payment of your debt?
13. If so, both offset programs require that you provide us with social security numbers for your debtors. Can you provide social security numbers on your debt to be certified?
14. Are you interested in ONLY using our office to capture state tax refunds and lottery offsets to collect your debt with no other active collections on your accounts?
15. Do you have the ability to accept payments from the Attorney General's office electronically (i.e. ACH)?
16. What is your anticipated timeline for turning your debt portfolio over to us for collections?
17. Are there any special concerns or issues with respect to the debt portfolio you would ask us to collect?
18. Finally, please provide your name, e-mail address and telephone number so we may contact you for further discussion.

Please return this form to Jennifer Zap at: Jennifer.Zap@ohioattorneygeneral.gov, or for questions call 330-884-7519.



DAVE YOST
OHIO ATTORNEY GENERAL

Collections Enforcement
150 East Gay St., 21st floor
Columbus, Ohio 43215
LGC@OhioAttorneyGeneral.gov

Local Government Debt Collections Business Rules

- **Account Certifications**
 - Certification files are completed by the client using the Local Government Collections (LGC) Template – MS Excel format.
 - Certification files are to be submitted to the Attorney General’s Office (AGO) securely using FTPS (Secure File Transfer Protocol).
 - The client will need to have internet access to certify accounts to the AGO and to access the ClientView and Compass software to monitor their payments and accounts.
 - All debt must be final with a minimum principal amount of \$100.00
 - The AGO reserves the right to decline accounts based on volume, monetary amount or debt type.

- **Examples of Categories of Debt to be certified:**
 - Statutory fees as assessed by a Political Subdivision;
 - Civil court costs; and
 - Criminal court costs so long as the defendant is not incarcerated on the date the debt is certified.
 - Debt must be declared final with no chance of appeal or no future changes to the amount of the debt sent to the Attorney General for collection purposes.
 - Debt from a school system must be as a result of a contractual agreement.

- **Examples of Categories of Debt NOT to be certified:**
 - Debt that is against a juvenile.
 - Debt against a presently incarcerated individual.
 - Debt that is involved in a bankruptcy, rental or foreclosure action.
 - Debt from any type of utility.
 - Debt resulting from code enforcement violations.

- **Life of a Debt**

- Debt will be worked by the AGO in-house local debt collectors up to 150 days or longer if a payment plan has been setup with the debtor and debtor remains in compliance. The AGO will confirm debtor contact information, send out a series of automated collection letters and make a series of collection calls to the debtor. Pursuant to O.R.C. §131.02, the AGO will assess a 10% fee to each account (AG collection fee) and the cost will be passed to the debtor. The 10% AGO fee will be taken from each payment made on an account.
- Upon mutual agreement, accounts can be assigned to an external vendor (Third Party Vendor) for additional collection efforts lasting up to 180 days subsequent to the AGO collection efforts. The 180 days may be extended if debtor is on a payment plan and in compliance. In addition to the AGO collection fee, an additional fee would be added to the account for this service and the cost will be passed to the debtor.
- Upon mutual agreement, external private attorneys (Special Counsel) can be assigned the debt for up to two years. In addition to the AGO collection fee, an additional fee would be added to the account for this service and the cost passed to the debtor.
- On any accounts where the debtor's driver's license is being held by a court or there is an active warrant, the AGO will only accept sure funds (money order, certified check etc.) for payment of the debt. The AGO will then notify the client of the payment in full by the debtor.
- If social security numbers of the debtor are provided, the debt may also be subject to a possible state income tax refund capture and/or lottery offset for up to the full amount owed, including interest, subject to O.R.C. §§ 5747.12 and 3770.073. If the debtor owes money to the Ohio Department of Taxation or any state entity, any Ohio tax refund capture or Ohio lottery capture will be paid to those debts first.
- The client may choose on their Memorandum of Understanding to only use the AGO to attempt to intercept their debtors' state income tax refund but not engage in active collection of their accounts. In this case, it will be necessary for the AGO to send out one letter to the debtor upon the certification of the account explaining that we are attempting to take any state income tax refund due them. If the debtor contacts the AGO to make payment in full, the AGO will take the payment and notify the client.
- Local debt will not be combined with any state debt owed for collection purposes.

- The AGO collection process is driven by the AGO account number assigned to that debt. AGO collection letters and collection phone calls are made relative to that specific account number. If a debtor owes debt to multiple local jurisdictions, payment will be accepted according to the account number he/she is responding to as the result an AGO letter or an AGO phone call.
- Clients may request, and the Attorney General may consider, on a case by case basis, alternative collection strategies (i.e. timeframes) on how the client's debt portfolio is collected.
- The AGO will not file liens or judgments or release any previously filed liens or judgments on any debt certified for collections.
- **Archive or Write off of Debts**
 - Client may choose to write off debt by their indication on their Service Level Agreement.
 - Accounts can also be closed and returned to client upon request.
- **Payment Processing and Accounting Issues:**
 - Collections payments to the client will be remitted weekly, via ACH.
 - Clients can view the payment reports that correlate with their weekly ACH payment on the AGO's Compass website.
 - Collections paid with certified funds (i.e. cashier's check, money order) will be paid to the client the following week. Collections paid with a personal check are held eight business days and paid the week following the release of the eight day hold.
- **Direct Payments:**
 - Please make sure that you are referring any debtor wanting to make a payment on an account for which we are collecting to us. The debtors can be instructed to call us at 888-871-8838 or pay by internet at www.OhioAttorneyGeneral.gov/business/pay. Their payment can also be mailed to: Ohio Attorney General P.O. Box 89471, Cleveland, Ohio 44101-6471. They will need to include their Attorney General Account number to ensure that the payment is being posted to their account.

- If on the rare occasion you inadvertently accept a payment on an account we are collecting on, please send the payment the check or money order received from the debtor directly to our accounting section with the account number on it to:

**Ohio Attorney General Collections Enforcement
Accounting Section
150 East Gay St., 20th Floor
Columbus, Ohio 43215**

- Referring any debtor to us to make a payment helps us keep our records clean and easy to audit. It will also prevent us from intercepting someone's state income tax refund erroneously, such as when a payment taken by your office has not been noted on our system. If your staff does take a payment from a debtor, kindly let us know immediately and forward the payment to us for processing. If we intercept their state tax refund and issue payment to you causing an overpayment on the account, we will contact you and request that you refund the amount back to the debtor.

- **Reversals**

- Occasionally, there may be payments made to you by our office that need to be reversed. This happens because, after the payment was issued to you, it came to our attention that the debtor's check had non-sufficient funds, there was a posting error or an alleged fraudulent payment. We do hold personal checks for eight days before posting them to an account to allow for this but, occasionally, we are not informed by the bank until after the eight days have passed and you have been sent the payment.
- When a payment made to you needs to be reversed, our system subtracts the amount of the payment to be reversed from the next payment to be made to you. Because our system is automated there is no way to let you know that one of the payments made to you needs to be reversed.
- However, you are able to identify accounts that have a reversal by viewing your ClientView payment report.

Note:

1. A payment for an internet personal check will be indicated with the code of IPC.
2. A payment for an internet personal check that was reversed will be indicated with the code EIPC (See Reports Section below).

- **Reports**

- Compass software provides access to electronic reports, documents and scanned images relative to your accounts both in PDF or TXT format.
- Full debt inventory is available at the request of a unit supervisor or manager.
- Monthly archive reports and bi-annual write-off reports are provided upon request.
- All clients will have access to ClientView software to view their account data and notes placed by the collectors.

Please contact Jennifer Zap at Jennifer.Zap@ohioattorneygeneral.gov.

Direct: 330-884-7519

RECEIVED

FEB 19 2020

Ways and Means Committee
And Gildow, Chair

CLERK OF COUNCIL

ORDINANCE #2020-36
INTRODUCED BY COUNCIL

ESTABLISHING PAY, BENEFIT, AND EMPLOYMENT POLICIES
AND PROCEDURES FOR UNAFFILIATED EMPLOYEES IN THE
MUNICIPAL SERVICE.

WHEREAS, Ordinance #19-22 presently governs the pay and benefit policies for unaffiliated employees of the City of Zanesville; and

WHEREAS, it is necessary to replace Ordinance #19-22 in order to update pay and benefit practices, to bring said practices into line with those negotiated by affiliated employees and to make other changes in City policy.

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

SECTION ONE: APPLICABILITY OF ORDINANCE

(A) This ordinance shall apply to employees in the service of the City who are not seasonal, elected, represented by collective bargaining contracts, or any others which are governed by separate ordinances.

(B) For the purpose of this ordinance the employees of the City, with the exception of those mentioned in Paragraph (A), shall constitute the unaffiliated group in the municipal service who will perform work and be employees full-time or part-time throughout the year, or for a temporary period of time.

SECTION TWO: APPOINTMENTS IN THE UNCLASSIFIED
AND CLASSIFIED SERVICE

(A) All offices and positions which are exempt from examinations and which provide no tenure under the law belong to the unclassified service. Appointment to a position in the unclassified service may be made at the discretion of the appointing authority, and the incumbent may be removed, suspended, or reduced from the position at the pleasure of the same authority.

(B) The classified service shall comprise all persons in the employ of the City not specifically included in the unclassified service.

SECTION TWO: APPOINTMENTS IN THE UNCLASSIFIED
AND CLASSIFIED SERVICE CON'T

(C) The authority to make appointments for positions belonging to the classified service shall be vested in the respective appointing authority, subject to proper certification of applicants by the Civil Service Commission.

(1) Each employee in the classified civil service shall serve a period of time at the beginning of an original appointment or immediately following a promotion, which constitutes a trial or testing period for the employee. The probationary period for the unaffiliated classified employee shall be four (4) months.

(2) Upon successful completion of a probationary period, an employee shall be in a permanent status.

(D) All appointments to the classified or unclassified service are governed by Chapter 124 of the Ohio Revised Code and rules and regulations of the Zanesville Civil Service Commission.

SECTION THREE: CLASSIFICATION PLAN

(A) A classification plan has been established and is maintained by the Civil Service Commission for all positions in the municipal service. This plan shall group together classes and pay ranges of those positions which are substantially similar relative to their job duties, responsibility, skills, and requirements, and pay range assignment.

(B) The classification plan shall consist of a list of titles, descriptions of the nature and requirements of the work for each position, classification assignments, and the official allocation of positions to appropriate pay ranges. Job descriptions shall generally reflect job duties and requirements, but shall not be construed as limiting or restricting an employee from performing any related duty or following any instructions required by the employee's supervisor or designee.

(C) The classification plan and allocation of positions to classes and pay ranges may be amended by City Council to ensure that it continually reflects currently assigned duties and responsibilities.

SECTION THREE: CLASSIFICATION PLAN CON'T

(1) For employees in the classified service, if a department head, division head, supervisor, or employee believes that a position is improperly classified, that a change in a classification's job duties or responsibilities has rendered its point factor score inaccurate, that the employee has been assigned to an improper step within the employee's assigned pay range, or that the employee's pay step assignment should be adjusted for some other reason, he/she may report this fact with supporting documentation to the Civil Service Commission. The Civil Service Commission shall make such investigations and inquiries as it deems necessary and issue a recommendation regarding the proposed pay range or pay step adjustment. The Appointing Authority may then submit an ordinance to City Council recommending the proposed pay range or pay step adjustment along with the report of the Civil Service Commission regarding such adjustment.

(2) For employees in the unclassified service, if the Appointing Authority believes that a pay range or pay step adjustment is justified for a position or employee under his/her authority, he/she may submit an ordinance to City Council for approval of any such adjustment.

(D) The Civil Service Commission shall maintain such records as are necessary or required to accomplish the provisions of this ordinance. The records shall include, but not be limited to, a list of current classification titles, a copy of each job description, and a record of the pay range to which each position has been assigned. These shall include a current roster of employees with a record of their service including dates of service; classification assignments, compensation history, and such other information as may be deemed appropriate.

SECTION FOUR: DEFINITIONS

(A) For the purpose of this ordinance, the following definitions will apply:

(1) Demotion—A movement to a different job or position in a lower pay range which is intended to be permanent.

(2) Promotion—A movement to a different job or position in a higher pay range which is intended to be permanent.

(3) Reclassification—A change in an employee's classification in the job classification plan.

(4) Schedule A Employee—An employee whose position is assigned to Compensation Schedule A by Section Five (B) of this ordinance.

(5) Schedule B Employee—An employee whose position is assigned to Compensation Schedule B by Section Five (D) of this ordinance.

SECTION FOUR: DEFINITIONS CON'T

(6) Schedule S Employee—An employee whose position is assigned to Compensation Schedule S by Section Five (C) of this ordinance.

(7) Temporary Assignment—A movement to a different job or position which is meant to be temporary.

(8) Transfer—A movement to a different job or position with no change in pay range, classification or level of responsibility.

SECTION FIVE: COMPENSATION PLAN

(A) All employees subject to the provisions of this ordinance shall be paid a wage in accordance with the attached Compensation Schedules. Said schedules may be amended from time to time through separate ordinance. For current Schedule A Employees, during the years 2018, 2019, & 2020 the pay range and pay step assignment shall not change. An increase of approximately 1.5%, 2% & 2.5% will be given to each employee.

(B) Compensation Schedule A establishes the rates of pay and ranges for each position subject to the provisions of this ordinance, except those positions specified in Sections Five (C) and (D) below. Compensation Schedule A included herein as Exhibits I, Ia, & Ib shall be effective on the first day of the first full pay period in January 2018, 2019, & 2020.

(C) Compensation Schedule S, included herein as Exhibits II, IIa, & IIb establishes the rates of pay and ranges for the following position classifications:

CLASSIFICATION TITLE

Assistant Jail Administrator
Cemetery/Parks Superintendent
City Maintenance Supervisor
Deputy Director/Community Development
Deputy Director/Public Service
Deputy Wastewater Superintendent
Environmental Coordinator
Fire Chief
Fleet Manager
Income Tax Administrator
Jail Administrator
Plant Maintenance Mechanic Foreman
Police Chief
Refuse Collection Supervisor
Sewer/Drainage Maintenance Supervisor
Sewer/Drainage Maintenance Crew Leader
Street Maintenance Supervisor

SECTION FIVE: COMPENSATION PLAN CON'T

CLASSIFICATION TITLE

Street and Refuse Superintendent
Utility Billing Supervisor
Wastewater Lab Supervisor
Wastewater Superintendent
Water Maintenance Crew Leader
Water Maintenance and Metering Supervisor
Water Superintendent

Compensation Schedule S wage increases shall be effective on the first day of the first full pay period in January 2018, 2019, & 2020.

(D) Compensation Schedule B, included herein as Exhibit III, establishes the salary ranges for the following exempt, salaried positions:

CLASSIFICATION TITLE

Assistant Law Director
Budget & Finance Director
City Engineer
Community Development Director

The Appointing Authority may make annual salary adjustments within the position salary range for Schedule B Employees.

(E) Employees may waive annual step increases and/or longevity pay by notifying the City Treasurer in writing of their intention.

SECTION SIX: JOB CLASSIFICATIONS AND PAY RANGES

(A) For each job classification subject to the provisions of this ordinance the following pay or salary ranges apply:

<u>CLASSIFICATION TITLE</u>	<u>PAY RANGE</u>
Accounting Specialist	10
Administrative Assistant to Auditorium Manager	7
Administrative Secretary to the CD Director	7
Administrative Secretary to the Safety Director	7
Administrative Secretary to the Public Service Director	7
Airport Manager	9
Assistant Jail Administrator	S1
Assistant Law Director	B3
Associate Planner	11
Auditing Specialist	5

SECTION SIX: JOB CLASSIFICATIONS AND PAY RANGES CON'T

<u>CLASSIFICATION TITLE</u>	<u>PAY RANGE</u>
Budget and Finance Director	B2
Building Inspector	16
Cemetery/Park Superintendent	S5
Chief Probation Officer	9
City Engineer	B1
City Maintenance Supervisor	S5
Civil Service Employment Coordinator	10
Code Enforcement Officer	9
Code Enforcement Officer/Building Inspector	10
Community Development Director	B2
Court Bailiff	9
Deputy Auditor	10
Deputy Court Bailiff	8
Deputy Court Clerk	9
Deputy Director/Public Service	S5
Deputy Income Tax Administrator	9
Deputy Treasurer	10
Deputy Wastewater Superintendent	S6
Engineering Technician	9
Environmental Coordinator	S4
Executive Secretary to the Mayor	9
Fair Housing Coordinator	8
Fire Chief	S11
Fleet Manager	S5
General Service Worker	10
GIS Specialist	16
Human Resource Manager	15
HVAC Technician/Inspector	13
Income Tax Administrator	S5
Income Tax Auditor/Investigations	8
Income Tax Clerk II	5
Income Tax Clerk III	7
Information Technology Administrator	16
IT Network Technician	14
Jail Administrator	S5
Maintenance Garage Coordinator	6
Master Electrician/Plumbing Tech	11
Municipal Court Bookkeeper	7
Municipal Court Clerk	10
Paralegal	7
Payroll Clerk	5

SECTION SIX: JOB CLASSIFICATIONS AND PAY RANGES CON'T

<u>CLASSIFICATION TITLE</u>	<u>PAY RANGE</u>
Planning & Zoning Administrator	12
Plant Maintenance Mechanic Foreman	S5
Police Chief	S13
Public Service Auditor	8
Purchasing Coordinator	10
Redevelopment Administrator	12
Refuse Collection Supervisor	S3
Secrest Auditorium Manager	10
Secretary to the Fire Chief	6
Secretary to Parks & Cemeteries Superintendent	6
Secretary to the Probation Officer	5
Secretary to the Street and Refuse Superintendent	6
Secretary to the Wastewater Superintendent	6
Secretary to the Water Superintendent	6
Sewer/Drainage Maintenance Crew Leader	S1
Sewer/Drainage Maintenance Supervisor	S2
Storm Water Program Manager	16
Street Maintenance Supervisor	S3
Street and Refuse Superintendent	S6
Traffic Signal Crew Leader	15
Traffic Signal Technician I	9
Utilities Billing Clerk I (Part Time)	4
Utilities Billing Supervisor	S1
Victim/Witness Coordinator	6
Wastewater Laboratory Supervisor	S4
Wastewater Superintendent	S7
Water Maintenance Crew Leader	S1
Water Maintenance and Metering Supervisor	S2
Water Superintendent	S7
Weed, Litter and Property Preservation Manager, Code Enforcement Officer	8

(B) The pay rates for some employees in the Legal Department and the Municipal Court are paid from two different sources. Pay increases for those affected employees shall be paid from said funding sources. The percentage to be paid from each funding source shall be negotiated between the City and the parties.

SECTION SEVEN: INITIAL APPOINTMENT

(A) The normal starting step for a new employee shall be the minimum step in the pay range for the classification to which the employee is assigned. The employee's appointing authority may, however, authorize initial appointments at a step above the minimum rate in cases of exceptional qualifications of the new employee or where outside labor market conditions so necessitate; the maximum starting step shall be Step 9 for Pay Range 4, Step 10 for Pay Ranges 5 and 6, Step 11 for Pay Ranges 7 and 8, and Step 12 for Pay Ranges 9 and higher.

(B) For Schedule B Employees, the Appointing Authority shall determine the annual salary within the established range based on qualifications, length of service and the current labor market.

(C) If a former employee is re-employed in a position which he/she previously held with the City, the Appointing Authority may make an appointment at the appropriate pay range and step of pay at the time of separation of service, insofar as that rate is at, or below, the maximum rate assigned to the employee's classification. The anniversary date for a re-employed person shall be the date of the employee's most recent hire date. Additionally, employees on layoff shall, at the time of reinstatement, be reinstated at the same pay range and step which he/she was assigned at the time of layoff.

SECTION EIGHT: JOB CHANGES

(A) This section establishes procedures for assigning employees to the proper pay step within an assigned range due to a change in job classification or assignment. If these procedures result in an employee's pay rate that is below the minimum of the assigned range, the employee's rate shall be adjusted to the first step of the assigned range. If these procedures result in an employee's pay rate that is above the maximum of the assigned range, the employee's rate shall be adjusted to the last step of the assigned range.

(B) In the case of promotion, an employee will be assigned to the proper step in the promoted position's pay range as described herein.

(1) For Schedule A Employees, the proper step will be determined by applying the following table:

<u>If the new range is:</u>	<u>The new step will be:</u>
One pay range above current	Current step
Two pay ranges above current	Current step minus 1
Three pay ranges above current	Current step minus 2
Four pay ranges above current	Current step minus 3
Etc.	

SECTION EIGHT: JOB CHANGES CON'T

(2) Employees newly assigned to Compensation Schedule S by promotion shall be assigned to Step 1 in the new position's pay range. Employees promoted within Compensation Schedule S shall be assigned to the same step occupied prior to promotion.

(3) The determination whether the movement of an affiliated employee into an unaffiliated position is a promotion will be determined by the Civil Service Commission after point factor analysis. In cases where promotion is granted to an affiliated employee moving into an unaffiliated classified position assigned to Compensation Schedule A, the new rate of pay shall be determined by: assigning the employee to the step closest to the employee's current rate of pay in their newly assigned pay range. The employee will then be granted two additional steps in the promoted position's pay range.

(C) In the case of transfer, an employee shall remain in the same pay range and pay step as assigned prior to such transfer.

(1) The determination whether the movement of an affiliated employee into an unaffiliated position is a transfer will be determined by the Civil Service Commission after point factor analysis. In cases where a transfer moves an affiliated employee into an unaffiliated position assigned to Compensation Schedule A, the new rate of pay will be determined by: assigning the employee to the step closest to the employee's current rate of pay in their newly assigned pay range.

(D) In the case of demotion, the employee is reduced to a classification which requires less skill, knowledge or ability and requires performance of less complex or less responsible work than the employee was required to perform in his/her previous position. Demotions shall be implemented in accordance with the provisions outlined in the Ohio Revised Code and may occur voluntarily, for disciplinary reasons, or as a result of a reduction in force. Regardless of the reason, the employee shall be assigned to the pay range assigned to the employee's new classification.

(1) A Schedule A Employee who is demoted will be assigned to a step in the demoted position's pay range as determined by the following table:

<u>If the new range is:</u>	<u>The new step will be:</u>
One pay range below current	Current step
Two pay ranges below current	Current step plus 1
Three pay ranges below current	Current step plus 2
Four pay ranges below current	Current step plus 3
Five pay ranges below current	Current step plus 4
Etc.	

SECTION EIGHT: JOB CHANGES CON'T

(2) Employees demoted within Compensation Schedule S shall be assigned to the same step occupied prior to demotion. A Schedule S Employee demoted to a position assigned to Compensation Schedule A shall be placed in the demoted position's pay range by assigning the employee to that step with the pay rate closest to 9% less than the employee's previous pay rate.

(3) The determination whether the movement of an affiliated employee into an unaffiliated position is a demotion will be determined by the Civil Service Commission after point factor analysis. In cases where a demotion moves an affiliated employee into an unaffiliated position assigned to Compensation Schedule A, the new rate of pay will be determined by: applying the compensation schedule by finding the next closest step in the pay range determined by point factoring to be equivalent to the employee's affiliated position; and applying the table in Section Eight (D) (1) to determine the final pay step in the employee's new pay range.

(4) An employee returned to his or her original position during a promotional probationary period will be returned to the same pay step assigned prior to promotion.

(E) In the case of reclassification, the employee shall be assigned to the new classification and to its assigned pay range. The employee's pay rate shall remain the same when the employee is reclassified to a classification with the same pay range as the classification to which the employee was previously assigned.

(1) For Schedule A Employees, when an employee is reclassified to a classification with a higher pay range, the employee will be assigned to the appropriate range and to the step determined by using the table in Section Eight(B)(1) herein. If an employee is reclassified to a classification with a lower pay range, the employee shall be assigned to that range, but his/her pay rate shall remain the same.

(2) Employees newly assigned to Compensation Schedule S by reclassification shall be assigned to Step 1 in the new position's pay range. Employees reclassified within Compensation Schedule S shall be assigned to the same step occupied prior to reclassification.

(3) A Schedule S Employee reclassified to a position assigned to Compensation Schedule A shall be assigned to that step closest to but not below the employee's previous pay rate.

(4) In cases where a reclassification causes an employee's position to move from affiliated to unaffiliated, the new pay rate shall be determined by first adding the applicable pension pick-up percentage to the employee's current hourly rate and then assigning the employee to that step closest to but not below the employee's adjusted pay rate.

SECTION EIGHT: JOB CHANGES CON'T

(F) In the case of a temporary assignment, an employee who is temporarily assigned to a position with a lower rate of pay shall not be reduced in pay. The pay rate of an employee temporarily assigned to a position with a higher rate of pay for four hours or more per day shall be adjusted to that step in the new pay range next above his current rate of pay. Such additional compensation shall be for the entire temporary assignment.

(1) Step 0 in each pay range of Compensation Schedule S shall be used for temporary upgrades of employees pursuant to this ordinance or the appropriate union contract.

(2) The working level pay adjustment for any temporary assignment shall be for no longer than a continuous period of ten (10) weeks. In those cases where the period of added responsibility exceeds ten weeks, the employee shall either return to his/her regular position or the appointing authority shall recognize the continuation of the added responsibilities by promoting the employee to the higher position on either a temporary or permanent basis following the proper legislative and civil service procedures. The Appointing Authority may apply to the Civil Service Commission to extend payments under this provision for a period not to exceed two years.

(G) The effective date of pay changes resulting from promotions, demotions, transfers or reclassifications shall be the first day of the pay period immediately following the date of the action.

(H) An employee working less than 40 hours per week may be paid continuation wages pursuant to the City's wage continuation policy. (Ord. 10-14)

SECTION NINE: OVERTIME COMPENSATION

(A) It shall be the policy of the City to keep work in excess of established schedules at a minimum and to permit such work only when it is necessary to meet urgent City operating requirements.

(B) Overtime work shall include only that work performed by an employee at the direction of a department head or any other authorized representative which exceeds the number of hours comprising the established work week for the position and department.

(C) Except as herein provided, hours worked in excess of forty (40) hours per week will be compensated at the rate of time-and-one-half. Overtime hours worked which are not in excess of forty (40) hours per week actually worked shall be compensated at straight time.

(1) Schedule B Employees are declared exempt from the overtime requirements of the Fair Labor Standards Act and shall not receive compensation for hours worked in excess of forty hours per week.

SECTION NINE: OVERTIME COMPENSATION CON'T

(D) For purposes of computing weekly overtime, holidays, vacation, compensatory time, and jury duty during normal work hours shall be counted as hours worked. Sick leave shall not be counted as hours worked.

(E) The proper city official shall designate those administrative and professional classes which shall be entitled to compensatory time off for hours worked in excess of the normal week with approval of the proper city official. Employees may accumulate a maximum of 180 hours of compensatory time. Employees who, for whatever reason, have accumulated more than 180 hours of accrued compensatory time may not accrue additional time unless their accumulated hours fall below 180. Upon separation, each employee shall be paid in cash for any net accumulation of compensatory time.

(F) Call-in pay shall be provided when an employee is required to report for work at times other than his regular shift or hours of work. Except as herein provided, employees called in under these circumstances shall receive four hours pay at his or her base rate or pay for time actually worked at the applicable rate, whichever is greater.

(1) The call-in minimum for the Police Chief and Fire Chief shall be three hours. Call-in time for which payment is rendered shall not be used for computing the applicable 40-hour. Hours actually worked under the call-in provisions shall count in determining premium pay.

(2) Certain employees may be assigned by their appointing authority to an on-call status if it is necessary for such employees to remain at or near home and to refrain from certain activities so that they are available to respond to a call-in. Employees in this on-call status who are called in outside their regular hours of work shall receive the minimum call-in pay or pay at double their regular rate of pay, whichever is greater.

SECTION TEN: HOLIDAYS WITH PAY

(A) The following shall be holidays with pay for all employees governed by this ordinance except those with temporary status:

1. New Year's Day
2. Martin Luther King, Jr. Day
3. President's Day
4. Memorial Day
5. Independence Day
6. Labor Day
7. Columbus Day
8. Veterans Day
9. Thanksgiving Day
10. Friday after Thanksgiving
11. Christmas Day

SECTION TEN: HOLIDAYS WITH PAY CON'T

12. Three personal holidays selected by the employee with prior approval of the employee's supervisor. An employee is eligible to take a personal holiday after completion of ninety (90) days of service.

(B) When one of the holidays listed above falls on a Sunday, the next following Monday shall be observed as a holiday. When one of the holidays listed above falls on a Saturday, the preceding Friday shall be observed as a holiday. Holidays occurring during vacation shall not be counted as a day of vacation. For purposes of computing compensation for continuous personnel, the actual date of the holiday shall be used rather than the day the holiday is observed.

(C) Employees required to work on the day observed as a holiday shall be granted premium pay at time-and-one-half or compensatory time off at time-and-one-half for actual hours worked.

(1) Schedule B Employees shall not receive premium pay for work on a holiday.

SECTION ELEVEN: VACATIONS

(A) Schedule A Employees shall accumulate vacation leave with pay in accordance with the following schedule for each full pay period of service:

<u>Years of Service</u>	<u>Vacation Hours Accrued Per Pay Period Worked</u>
First year	3.08 hours
After 1 year	3.39 hours
After 5 years	4.26 hours
After 10 years	5.18 hours
After 15 years	6.10 hours
After 20 years	6.72 hours

(B) Except as herein provided, Schedule S Employees shall accumulate vacation leave with pay in accordance with the following schedule for each full pay period of service:

<u>Years of Service</u>	<u>Vacation Hours Accrued Per Pay Period Worked</u>
0 to 5 years	3.1 hours
After 5 years	4.6 hours
After 10 years	5.54 hours
After 15 years	6.2 hours
After 20 years	6.815 hours

SECTION ELEVEN: VACATIONS CON'T

(1) Employees occupying the position classification of Police Chief shall accumulate vacation leave with pay at the rate of 6.2 hours per pay period, except that employees with more than twenty years of service shall accumulate vacation leave with pay at the rate of 6.47 hours per pay period.

(2) Effective January 1 of each year, employees occupying the position classification of Fire Chief shall be credited with 162 work hours of vacation, except that employees with more than twenty years of service shall be credited with 169 work hours of vacation.

(C) Schedule B Employees shall not accrue vacation. The accrued vacation of any employee assigned to Compensation Schedule B shall be placed in a bank and paid out upon separation.

(D) Vacation with pay will not be scheduled during an employee's first six (6) months of service with the City. Vacations shall be scheduled to meet the operating requirements of the City and the preference of the employees. Under no circumstances will an employee be allowed to take vacation in advance.

(E) Except as herein provided, vacation may be accumulated up to the maximum time which is accruable in a two-year period.

(1) Employees occupying the position classification of Fire Chief may carry over 540 hours of vacation to a new year.

(2) Employees moving into the unaffiliated ranks from a union position in the Sanitation Division shall retain the maximum vacation accrual allowed in their previous position until their vacation accrual falls below the maximum authorized herein but for no longer than two years; after two years, such employees will not accrue additional vacation until their vacation accrual falls below the unaffiliated maximum.

(F) Vacation with pay shall be charged out in no less than one-hour increments.

(G) Upon separation an employee shall be paid in cash for his/her unused accumulated vacation leave.

(H) Full-time regular employees in paid status for less than 80 hours in a pay period shall receive a prorated portion of vacation accrual based on actual hours in paid status. Vacation accrual for part-time permanent employees will be prorated according to the number of hours worked per week.

SECTION TWELVE: SICK LEAVE AND LEAVE OF ABSENCE

(A) Each employee shall accumulate sick leave with pay at the rate of 4.6 hours for each eighty (80) hours in paid status. Accumulation of sick leave shall be unlimited.

(B) An employee may use sick leave for:

1. His/her own illness, pregnancy, injury, or exposure to contagious disease;
2. Attendance upon members of his/her household whose illness or injury requires the care of the employee if no other competent adult is living in the household; or
3. A death in the employee's immediate family pursuant to Section Thirteen (C) herein.

As used in this section, the term "household" shall mean two or more persons living together in a single dwelling unit. The term "immediate family" shall mean husband, wife, child, step-child, parent, step-parent, grandparent, mother-in-law, father-in-law, brother or sister of the employee. The department head may require reasonable evidence to support a claim for sick leave and shall, in case of absence for portions of three or more consecutive working days, require a doctor's certificate to justify the absence.

(C) Three days of bereavement leave per occurrence may be used in the event of a death in the employee's immediate family; in certain circumstances, the employee's division or department head may authorize more time off using sick leave.

(D) Employees with ten (10) full years or more of service may elect at retirement to be paid in cash for one-third of the value of his/her accrued sick leave credit. Such payment will be made at the employee's rate of pay at the time of retirement. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee and shall be made only once to any employee. The maximum payment shall be 500 hours. In the event that an employee dies, the ten (10) year service requirement shall be waived, and payment shall be made to the estate of the deceased.

(E) Department heads shall have the authority to approve vacation, sick leave, and jury duty. Such leaves of absence shall be requested by the employee, approved by the department head, and reported to the proper city official. Leaves of absence for other purposes, with or without pay, shall be authorized by the Civil Service Commission on recommendation of the proper city official. Employees shall not accrue vacation or sick leave while on leave of absence without pay.

(F) An employee may be granted a leave of absence without pay for a period not to exceed twelve (12) months. Leave may be granted for advanced study or other important purposes.

SECTION TWELVE: SICK LEAVE AND LEAVE OF ABSENCE CON'T

(G) Each permanent full-time employee with more than one (1) year of service shall have the option of receiving payment in cash for unused sick leave hours at the end of each payroll year, provided such employee was entitled to sick leave benefits during said payroll year and provided further that the employee was in paid status, based on the following calculation tables:

<u>Sick Leave Hours Used During Payroll Year</u>	<u>Hours Eligible For Reciprocity Payment</u>
0 to 8	48
9 to 16	32
17 to 24	24
25 to 32	16
33 or more	0

(1) For the purpose of sick leave reciprocity computation, any disallowance of sick leave credit shall be considered as hours of sick leave taken during the year.

(2) Schedule B Employees shall not be eligible to receive sick leave reciprocity payments.

(3) Eligible full-time employees may elect to receive the Sick Leave Reciprocity Cash Payment or they may retain their accrued sick leave hours. The number of reciprocity hours paid each employee will be subtracted from his/her total accrued sick leave. The remainder of the employee's unused sick leave shall be forwarded each year. The sick leave reciprocity payment shall be made at the employee's hourly rate in effect on the last day of the final pay period of the previous year.

(H) Employees shall be granted a leave of absence with pay when required to report for jury duty on scheduled work days. Compensation received for jury duty is to be paid by the employee to the City unless such duties are performed outside of normal working hours. Employees released from jury duty prior to the end of their workday shall report to work for the remaining hours.

SECTION THIRTEEN: LONGEVITY PAY

(A) The City of Zanesville will grant longevity pay to permanent full-time and part-time employees in accordance with the following schedule:

<u>Years of Service</u> <u>On June 30</u>	<u>Longevity pay</u>
5	2% of Previous Annual Payroll Earnings
9	3% of Previous Annual Payroll Earnings
13	4% of Previous Annual Payroll Earnings
17	5% of Previous Annual Payroll Earnings
22	6% of Previous Annual Payroll Earnings

Employees who receive longevity pay from the City under the provisions of a labor agreement are not eligible for the longevity pay described herein.

(B) June 30 of each year shall be used to calculate years of service for longevity pay.

(C) Payment shall be made in a lump sum during October of each year during a week when regular payroll checks are not scheduled to be distributed.

(D) Employees on the payroll as of June 30 will be entitled to a prorated share of longevity pay even though they may terminate prior to October 1. This paragraph shall apply only to terminations for those employees who have given a two weeks' notice and not used any benefit pay during those two weeks.

(E) For purposes of this section, "years of service" shall include all years of permanent employment with the City of Zanesville. It shall not include employment with other governmental units.

SECTION FOURTEEN: INSURANCE

(A) The City of Zanesville will offer the same group medical, prescription, dental and vision plan for the employee and eligible family members that it provides to all City employees.

(B) If the spouse of a city employee is employed and is eligible for employer-sponsored health coverage with said employer, he or she must enroll in that particular health plan. If the spouse cannot obtain coverage through his or her employer until a certain date or open enrollment period, the spouse will be covered under the City's plan until he or she can obtain coverage through his or her employer. The spouse must provide documentation to the City that he or she is not eligible for coverage. Employees whose spouse has health insurance coverage through an employer shall receive up to one thousand five hundred dollars (\$1,500) per year stipend. If an employee's spouse would be required to pay more than 50% of the insurance premium through their employer, he or she would be allowed to remain on the City's plan. Spouses may also remain on the City's plan under secondary coverage.

SECTION FOURTEEN: INSURANCE CON'T

(C) The City shall establish a health care committee comprised of the Budget and Finance Director, the Mayor, the Law Director, one representative from City Council, two representatives from A.F.S.C.M.E., two representatives from the F.O.P/O.L.C. bargaining unit, one representative from the I.A.F.F. and one representative from the unaffiliated employees. This committee shall meet regularly to review the content of the health care plan for the City and shall explore alternative health care plans, cost saving measures, and proposed changes to current coverage before changes are made.

(D) The employee's payroll deduction for health insurance shall be authorized under a separate ordinance.

(E) While an employee is on Workers' Compensation as a direct result of his/her employment with the City, the City shall continue to pay his/her insurance premiums for up to one year, provided the employee continues paying his/her share of the insurance cost.

(F) Employees must report any family, marital, or Medicare status changes, which affect their health insurance coverage to the Human Resource Manager immediately following such a change. An employee failing to do so is liable for back payments to the City for additional premiums paid by the City on the employee's behalf.

(G) The City of Zanesville shall pay the entire cost of a \$20,000 group life insurance policy for each employee which may be converted upon separation.

SECTION FIFTEEN: MILEAGE REIMBURSEMENT

Employees who are authorized to use their private vehicles for public business shall be reimbursed at the standard mileage reimbursement rate established by the Internal Revenue Service of the United States. (Ord. 10-28)

SECTION SIXTEEN: UNIFORM ALLOWANCE

Each year sworn employees of the Police Division will receive a \$1,000 uniform allowance. For sworn employees of the Fire Division, the uniform allowance granted shall conform to Part (D) of Article 15 of the contract between the City of Zanesville and Local #88 of the I.A.F.F. Employees occupying position classifications which require a CDL, water or wastewater license shall be reimbursed the cost of renewing said license. Employees occupying position classifications which require employees to wear steel toe safety shoes may be reimbursed up to \$100.00 per year. The Public Safety and Public Service Directors shall determine if the position classification is eligible for the reimbursement. Allowed reimbursements must be turned into the Budget & Finance Director no later than May 31st of each year and the employee will receive the reimbursement by June 15th of each year.

SECTION SEVENTEEN: SUSPENSION

The appointing authority may for just cause suspend employees with or without pay.

SECTION EIGHTEEN: ADDITIONAL RULES

The Civil Service Commission and the appointing authority are hereby authorized to develop any additional regulations necessary to implement the policies established in this ordinance.

SECTION NINETEEN: INCONSISTENT ORDINANCES REPEALED

Ordinance No. 13-16, its amendments, and any other ordinance and/or resolution or any part of an ordinance and/or resolution inconsistent herewith are hereby repealed.

SECTION TWENTY: SAVINGS CLAUSE

If any part of this ordinance is found to be unconstitutional, illegal or invalid, such unconstitutionality, illegality, or invalidity shall affect only such part of this ordinance and shall not affect or impair any of the remaining provisions of this ordinance. It is hereby declared to be the intention of the Council for the City of Zanesville that this ordinance would have been adopted had such unconstitutional, illegal, or invalid part thereof not been included herein.

SECTION TWENTY-ONE: EFFECTIVE DATE OF ORDINANCE

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 L. Mason, Mayor



Law Director's Office

MEMO

To: Honorable Members of Council
From: Rhonda Heskett, Budget & Finance Director
Date: March 18, 2020
Re: Amending Proposed Ordinance #2020-37

This is a request to Amend Proposed Ordinance #2020-37, the Maximum Strength Ordinance. I have attached a copy for your reference.

During the recent budget hearings Bill Arnett, Community Development Director, spoke about the need to add another Redevelopment Administrator to his department. I would ask that the position of Redevelopment Administrator, in the Community Development Department, be amended from 1 position to 2 positions. Please see page 5 of Ordinance #2020-37, attached hereto.

Additionally, during the budget hearings, Scott Brown, Public Service Director, spoke about the need to add another Refuse Collection Crew Leader to the Sanitation Department. I would ask that the position of Refuse Collection Crew Leader, in the Sanitation Department, be amended from 4 positions to 5 positions. Please see page 7 of Ordinance #2020-37.

If you have additional questions regarding these requested changes, please contact either myself, Bill Arnett, or Scott Brown.

Ways and Means Committee
Ann Gildow, Chair

ORDINANCE #2020-37A
INTRODUCED BY COUNCIL

AN ORDINANCE AUTHORIZING A MAXIMUM SCHEDULE OF POSITIONS FOR THE
CITY OF ZANESVILLE'S WORKFORCE

WHEREAS, Ordinance #19-21 presently governs authorized workforce positions for the various City offices and departments; and

WHEREAS, a periodic update of the Maximum Strength Ordinance is necessary to incorporate changes made necessary by the operational needs of the City.

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

SECTION ONE: The following maximum schedule of positions for the various city offices and departments, effective with the passage of this ordinance, be and hereby is authorized. Each of the following sections, numbered 101-1121, etc., is hereby declared to be a separate and distinct section for the purposes of this ordinance.

<u>SECTION</u>		<u>NUMBER OF CLASSIFICATIONS BY DIVISION</u>
101-1121	PUBLIC SAFETY: Parking Enforcement Officer (Seasonal)	1
101-3281	PARKS: Crew Supervisor (Recreation) Crew Supervisor (Recreation) (upgrade only) Maintenance Worker Maintenance Worker (Seasonal) Maintenance Worker Trainee	1 1 4 7 1

<u>SECTION</u>		<u>NUMBER OF CLASSIFICATIONS BY DIVISION</u>
101-4381	BUILDING & CODE ENFORCEMENT:	
	Administrative Secretary to the Safety Director	1
	Building Inspector	1
	Code Enforcement Officer/Building Inspector	1
	Code Enforcement Officer	1
	Crew Supervisor (Seasonal)	2
	Maintenance Worker (Seasonal)	6
	Weed, Litter and Property Preservation Manager, Code Enforcement Officer	1
101-7661	MAYOR:	
	Executive Secretary	1
101-7681	AUDITOR:	
	Accounting Specialist	1
	Auditing Specialist	1
	Deputy Auditor	1
101-7682	TREASURER:	
	Deputy Income Tax Administrator	1
	Deputy Treasurer	1
	Income Tax Administrator	1
	Income Tax Auditor/Investigations	1
	Income Tax Clerk II	2
	Income Tax Clerk III	1
	Payroll Clerk (part-time)	1
101-7691	LEGAL DEPARTMENT:	
	Assistant Law Directors (80% of wages paid by City):	
	Civil	1
	Prosecutions	1
	Paralegal (70% of wages paid by City)	1
	Victim/Witness Coordinator (100% paid by City)	1
101-7705,-7791	PUBLIC SERVICE ADMINISTRATION:	
	Administrative Secretary to Public Service Director	1
	City Engineer	1
	Deputy Director/Public Service	1
	Engineering Technician	1
	GIS Specialist	1

<u>SECTION</u>		<u>NUMBER OF CLASSIFICATIONS BY DIVISION</u>
101-7712	CITY COUNCIL: Clerk of Council	1
101-7721	MUNICIPAL COURT: Court Bailiff (60% of wages paid by City) Deputy Court Bailiff Deputy Court Clerk Municipal Court Clerk (60% of wages paid by City) Municipal Court Bookkeeper (part-time)	1 1 3 1 1
101-7771	CIVIL SERVICE COMMISSION: Civil Service Employment Coordinator	1
101-7781	CITY HALL: Maintenance Worker	1
101-7782	CITY MAINTENANCE: City Maintenance Supervisor Traffic Signal Crew Leader General Service Worker Traffic Signal Technician I HVAC Technician/Inspector Master Electrician	1 1 3 1 1 1
101-7861	HUMAN RESOURCE DEPARTMENT: Human Resource Manager	1
101-7862	IT DEPARTMENT: Information Technology Administrator IT Network Technician	1 1
101-7863	BUDGET & FINANCE: Budget & Finance Director	1
101-7864	PURCHASING: Purchasing Coordinator	1

<u>SECTION</u>		<u>NUMBER OF CLASSIFICATIONS BY DIVISION</u>
201-1111 to 201-1115	POLICE:	
	Communications Operator	11
	General Police Secretary	2
	Maintenance Worker	1
	Police Captain	2
	Police Chief	1
	Police Lieutenant	3
	Police Officer	49
	Police Officer (6-month training, Max 13 pay periods)	2
	Police Records Clerk	4
	Police Sergeant	4
	Secretary to Police Chief	1
	202-6541,-6571,-6651,-6991	STREETS:
Maintenance Worker		8
Maintenance Worker (Seasonal)		7
Maintenance Worker Trainee		1
Secretary to the Street and Refuse Superintendent		1
Sign Painter		2
Sign Painter (upgrade only)		1
Street Maintenance Supervisor		1
Street and Refuse Superintendent		1
Vehicle Operator I		3
Vehicle Operator I (upgrade only)		1
Vehicle Operator II		2
Vehicle Operator II (upgrade only)		1
250-1191	JAIL:	
	Assistant Jail Administrator	1
	Corrections Officer	23
	Corrections Officer (6 month training)	1
	Jail Administrator	1
Senior Corrections Officer (upgrade only)	1 per shift	
260-1161	PROBATION:	
	Chief Probation Officer	1
	Secretary to Probation Officer	1

<u>SECTION</u>		<u>NUMBER OF CLASSIFICATIONS BY DIVISION</u>
270-1041	FIRE:	
	Assistant Fire Chief (56 hr.)	3
	Assistant Fire Chief (40 hr.)	1
	Fire Chief	1
	Fire Fighter	42
	Fire Fighter (6-month training, Max 13 pay periods)	2
	Fire Fighter/EMT – Basic (Upgrade Position)	2
	Fire Fighter/EMT – Intermediate (Upgrade Position)	2
	Fire Fighter – Paramedic (Upgrade Position)	2
	Fire Lieutenant	9
	Fire Lieutenant/EMT – Basic (upgrade Position)	2
	Fire Lieutenant/EMT – Intermediate (Upgrade Position)	2
	Fire Lieutenant – Paramedic (Upgrade Position)	2
	Secretary to the Fire Chief	1
304-4361	COMMUNITY DEVELOPMENT:	
	Administrative Secretary to CD Director	1
	Associate Planner	1
	Community Development Director	1
	Fair Housing Coordinator (Upgrade Position)	1
	Planning & Zoning Administrator	1
	Redevelopment Administrator Change from 1 to 2	1
601-6611	AIRPORT:	
	Airport Attendant	1
	Airport Manager (part-time)	1
	Maintenance Worker (Seasonal)	1
	Maintenance Worker Trainee	1
602-2171	CEMETERY:	
	Cemetery & Parks Superintendent	1
	Maintenance Worker	2
	Maintenance Worker (Seasonal)	6
	Maintenance Worker Trainee	1
	Secretary to Parks & Cemeteries Superintendent	1
	Vehicle Operator I	1
	Vehicle Operator I (upgrade only)	1

SECTION

NUMBER OF
CLASSIFICATIONS
BY DIVISION

603-5470,-5471,-5472,-5473	WATER:	
	Maintenance Worker	10
	Maintenance Worker (Seasonal)	3
	Maintenance Worker Trainee	1
	Plant Maintenance Mechanic II	1
	Public Service Auditor	1
	Secretary to the Water Superintendent	1
	Utilities Billing Clerk I	3
	Utilities Billing Clerk I (Part-Time)	1
	Utilities Billing Clerk II	1
	Utilities Billing Clerk III	1
	Utilities Billing Supervisor	1
	Vehicle Operator I	3
	Vehicle Operator I (upgrade only)	1
	Water Lab Analyst	1
	Water Maintenance Crew Leader	2
	Water Maintenance & Metering Supervisor	1
	Water Meter Reader	2
	Water Meter Reader (upgrade only)	1
	Water Meter Service Technician	3
	Water Meter Service Technician (upgrade only)	1
	Water Plant Operator I	2
	Water Plant Operator II	1
	Water Plant Operator III	2
	Water Superintendent	1
604-5451,-5452	SEWER:	
	Deputy Wastewater Superintendent	1
	Environmental Coordinator	1
	Industrial Wastewater Technician I	1
	Industrial Wastewater Technician I (upgrade position)	1
	Industrial Wastewater Technician II	1
	Industrial Wastewater Technician II (upgrade position)	1
	Maintenance Worker	5
	Maintenance Worker (Seasonal)	5
	Maintenance Worker Trainee	1
	Plant Maintenance Mechanic I	3
	Plant Maintenance Mechanic I (upgrade position)	1
	Plant Maintenance Mechanic II	1
	Plant Maintenance Mechanic II (upgrade only)	1
	Plant Maintenance Mechanic Foreman	1

<u>SECTION</u>		<u>NUMBER OF CLASSIFICATIONS BY DIVISION</u>
604-5451,-5452	SEWER CON'T:	
	Secretary to the Wastewater Superintendent	1
	Sewer /Drainage Maintenance Crew Leader	1
	Sewer/Drainage Maintenance Supervisor	1
	Sewer/Drainage Technician	1
	Vehicle Operator I	3
	Vehicle Operator I (upgrade position)	1
	Vehicle Operator II	1
	Vehicle Operator II (upgrade position)	1
	Wastewater Field Technician	1
	Wastewater Field Technician (upgrade position)	1
	Wastewater Laboratory Analyst	1
	Wastewater Laboratory Supervisor	1
	Wastewater Plant Operator I	4
	Wastewater Plant Operator II	1
	Wastewater Plant Operator III	1
	Wastewater Superintendent	1
608-5462	STORM SEWER:	
	Storm Water Program Manager	1
620-3261	SECRET AUDITORIUM:	
	Maintenance Worker (Seasonal)	1
	Secrest Auditorium Manager	1
	Administrative Assistant to Auditorium Manager	1
	Stage Technician	15
	Technical Director	1
	Stage Hand/Custodian	30
650-5481	REFUSE:	
	Litter/Recycling Coordinator (upgrade only)	1
	Maintenance Worker (Seasonal)	4
	Maintenance Worker Trainee	1
	Refuse Collection Crew Leader Change from 4 to 5	4
	Refuse Collection Crew Leader (upgrade only)	4
	Refuse Collection Supervisor	1
	Refuse Collector	10

SECTION

NUMBER OF CLASSIFICATIONS BY DIVISION

700-7631

VEHICLE AND EQUIPMENT MAINTENANCE:

Fleet Manager	1
Maintenance Garage Coordinator	1
Maintenance Worker (Seasonal)	2
Maintenance Worker Trainee	1
Vehicle Mechanic	4
Vehicle Mechanic (upgrade only)	1
Vehicle Service Worker	1

SECTION TWO: Ordinance #19-21 and any other ordinances or resolutions or any part of an ordinance or resolution inconsistent herewith is hereby repealed.

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 L. Mason,
Mayor



Law Director's Office

FEB 19 2020

ORDINANCE NO. 2020-39
INTRODUCED BY COUNCIL

CLERK OF COUNCIL

AN ORDINANCE AMENDING CHAPTER 1105.10 AND CHAPTER 1353.04

WHEREAS, through a comprehensive review of the Planning and Zoning Code, The Community Development Department has identified a need to update the chapter; and

WHEREAS, according to Section 1117.01 "To adapt to changing development conditions and provide for the phased implementation of the City Comprehensive Plan, the Planning Commission may from time to time recommend, and Council may adopt, amendments to the provisions of the text of this Zoning Code...as provided by the Ohio Revised Code.", and

WHEREAS, the Community Development Staff has recognized a need to amend and update the Code pertaining to the Historic Preservation Board; and

WHEREAS, proper notification of the intent of this proposed legislation was given in a newspaper of general circulation; and

WHEREAS, after taking testimony and discussion, the Zanesville Planning Commission has recommended to City Council that the proposed amendment to Chapter 1105.10 and Chapter 1353.04 be approved.

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

SECTION ONE: Chapter 1105.10 of the City of Zanesville Planning and Zoning Code currently reads:

1105.10 HISTORIC PRESERVATION BOARD MEMBERS.

(a) The Historic Preservation Board shall consist of seven members who meet the following criteria:

(1) One member of Council whose term shall expire with each term of Council membership, however, the Mayor may reappoint the same Council representative if such representative is re-elected; and

(2) At least one resident and/or one active principal owner-operator of a business of each historic overlay district whose term shall expire every two years on December 31 to coincide with the expiration of the term of Council. The Mayor may reappoint members when their terms expire.

(3) At least two preservation-related professional members (this shall include the professions of architecture, architectural history, history, archeology, planning or related disciplines) to the extent such professionals are available in the City. One or both of these appointees may also qualify for appointment under subsections (a)(1) through (a)(3) hereof.

(4) All members shall demonstrate special interest, experience or knowledge in historic preservation, architecture or related disciplines and issues.

(b) The Mayor shall, with the advice and consent of Council:

(1) Appoint all members;

(2) Appoint a new member to fill the unexpired term of any member whose place has become vacant; and

(3) Fill any vacancies on the Board within sixty days, unless extenuating circumstances require a longer period.

(c) The members shall elect:

(1) One member to serve as Chairman; and

(2) Another to serve as Vice Chairman to serve as Acting Chairman in the absence of the Chairman.

(d) Council shall have the power to remove any member for cause after a public hearing is held and a copy of the charges against such member has been delivered to the member at least ten days prior to the hearing. The member shall be given an opportunity to answer such charges.

(e) All members shall be appointed for a term of five years that are staggered and shall serve without compensation.

(f) The Community Development Director, or his/her designee, shall serve as the Executive Secretary of the Historic Preservation Board.

SECTION TWO: Chapter 1105.10 of the City of Zanesville Planning and Zoning Code shall be amended to read as follows:

1105.10 HISTORIC PRESERVATION BOARD MEMBERS.

(a) The Historic Preservation Board shall consist of seven members who meet the following criteria:

(1) One member of Council whose term shall expire with each term of Council membership, however, the Mayor may reappoint the same Council representative if such representative is re-elected; and

(2) At least one resident and/or one active principal owner-operator of a business of each historic overlay district whose term shall ~~expire every two years on December 31 to~~ coincide with the expiration of the term of Council. The Mayor may reappoint members when their terms expire.

(3) At least two preservation-related professional members (this shall include the professions of architecture, architectural history, history, archeology, planning or related disciplines) to the extent such professionals are available in the City. One or both of these appointees may also qualify for appointment under subsections (a)(1) through (a)(3) hereof.

~~(4) All members shall demonstrate special interest, experience or knowledge in historic preservation, architecture or related disciplines and issues.~~

(4) Once the requirements of subsections (a)(1) through (a)(3) hereof have been met, the remaining seats shall be filled with members who demonstrate a special interest, experience or knowledge in historic preservation, architecture or related disciplines.

(b) The Mayor shall, with the advice and consent of Council:

(1) Appoint all members;

(2) Appoint a new member to fill the unexpired term of any member whose place has become vacant; and

(3) Fill any vacancies on the Board within sixty days, unless extenuating circumstances require a longer period.

(c) The members shall elect:

(1) One member to serve as Chairman; and

(2) Another to serve as Vice Chairman to serve as Acting Chairman in the absence of the Chairman.

(d) Council shall have the power to remove any member for cause after a public hearing is held and a copy of the charges against such member has been delivered to the member at least ten days prior to the hearing. The member shall be given an opportunity to answer such charges.

~~(e) All members shall be appointed for a term of five years that are staggered and shall serve without compensation.~~

(e) All members shall serve without compensation and be appointed for a term of five years that shall be staggered, unless otherwise specified in subsections (a)(1) and (a)(2).

(f) The Community Development Director, or his/her designee, shall serve as the Executive Secretary of the Historic Preservation Board.

SECTION THREE: Chapter 1353.04 of the City of Zanesville Codified Ordinances currently reads:

1353.04 APPOINTMENTS.

The Historic Preservation Board, as specified in the City Zoning Code, shall consist of six members appointed by the Mayor, with the advice and consent of Council. For the purpose of historic preservation review, two persons, who meet one of the following descriptions, shall serve in an advisory capacity:

(a) Professionals in the disciplines of architecture, history, architectural history, planning, archaeology or related disciplines; and

Ordinance No. 2020-39

(b) Such persons as having demonstrated special interest, experience or knowledge in history, architecture or related disciplines.

Vacancies on the board shall be filled according to Section 1105.10(b) of the Planning and Zoning Code.

SECTION FOUR: Chapter 1353.04 of the City of Zanesville Codified Ordinances shall be amended to read as follows:

1353.04 APPOINTMENTS.

The Historic Preservation Board, as specified in the City Zoning Code, shall consist of ~~six~~ seven members appointed by the Mayor, with the advice and consent of Council. ~~For the purpose of historic preservation review, two persons, who meet one of the following descriptions, shall serve in an advisory capacity:~~

~~—(a) Professionals in the disciplines of architecture, history, architectural history, planning, archaeology or related disciplines; and~~

~~—(b) Such persons as having demonstrated special interest, experience or knowledge in history, architecture or related disciplines.~~

Appointments shall be filled in accordance with Section 1105.10 (a) of the Planning and Zoning Code.

Vacancies on the board shall be filled according to Section 1105.10(b) of the Planning and Zoning Code.

PASSED: _____, 2020.

ATTEST: _____
SUSAN CULBERTSON
CLERK OF COUNCIL

DANIEL M. VINCENT
PRESIDENT OF COUNCIL

APPROVED: _____, 2020.

DON MASON
MAYOR

THIS LEGISLATION
APPROVED AS TO FORM


LAW DIRECTOR'S OFFICE

Community Development Committee
Mark Baker, Chair

ORDINANCE NO. 2020-40 Amended
INTRODUCED BY COUNCIL

**AN ORDINANCE TO AMEND AND REVISE THE ZONING MAP AND
MAKE PERMANENT ZONING IN THE CITY OF ZANESVILLE, OHIO
AS HEREIN PROVIDED**

WHEREAS, an application has been duly made requesting a zone change from C-2 Community and Regional Commercial to C-4 Highway Commercial; and

WHEREAS, proper notification of the intent of this Council to consider this request to rezone the below described property was given to abutters within 200 feet of the requested rezoning and in a newspaper of general circulation; and

WHEREAS, after testimony and discussion the Zanesville Planning Commission recommended to City Council that the zone change request further identified on Exhibit "A", be approved.

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

SECTION ONE: The application for rezone change with respect to the real property hereinafter described and shown in Exhibit "A" is hereby approved and the zoning with respect to said property is so changed.

SECTION TWO: The Zoning Map of the City of Zanesville, Ohio, and the same is hereby amended and revised by changing the zoning as follows:

From the existing zoning district of C-2 Community and Regional Commercial to C-4 Highway Commercial on all properties as shown in Exhibit "A", situated in the City of Zanesville, County of Muskingum, and State of Ohio.

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.

DON MASON
MAYOR

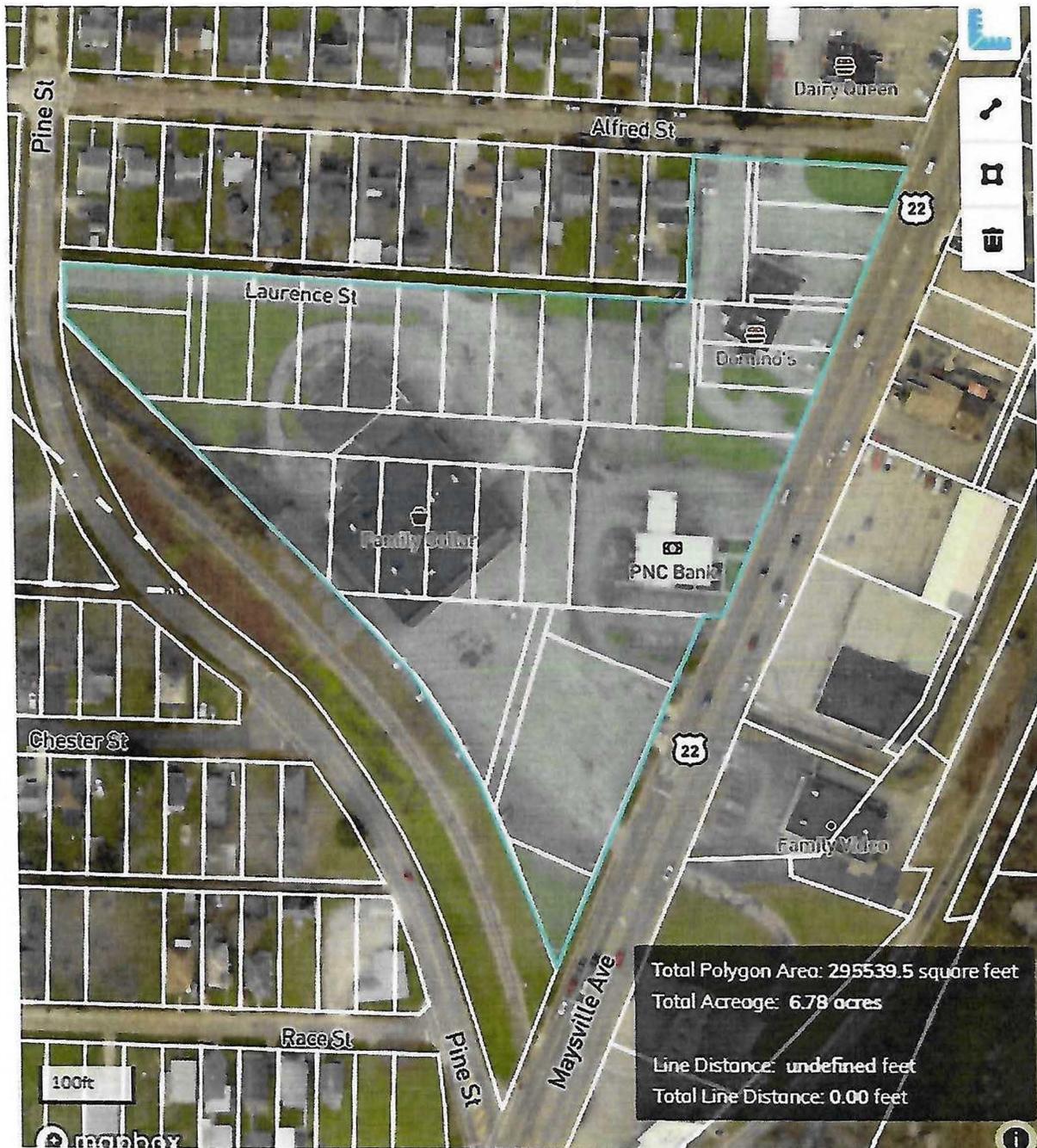
**THIS LEGISLATION
APPROVED AS TO FORM**



LAW DIRECTOR'S OFFICE

Exhibit "A" Ordinance 2020-40 Amended

Muskingum County Parcel Number	
82-04-01-01-000	82-08-01-40-000
82-08-01-38-000	82-08-01-41-000
82-04-01-03-000	82-08-01-42-000
82-04-01-02-000	82-08-01-43-000
82-08-01-01-000	82-08-01-44-000
82-08-01-39-000	82-08-01-45-000



Community Development Committee
Mark Baker, Chair

ORDINANCE NO. 2020 – 41 Amended

AN ORDINANCE REAFFIRMING ORDINANCE 03-73 ESTABLISHING THE BOUNDARIES OF THE GREENWOOD COMMUNITY REINVESTMENT AREA AND REAFFIRMING ORDINANCE 06-76 THAT AMENDED THE INCENTIVE TERM FOR NEW CONSTRUCTION AND REMODELING

WHEREAS, Ordinance No. 03-73, dated August 26, 2003, and attached hereto as Exhibit A, established a Community Reinvestment Area (CRA) in the Greenwood/Market Street neighborhood in order to encourage housing maintenance and economic and community development in this area; and

WHEREAS, Ordinance No. 03-73 reserved the right for the City Council to re-evaluate the designation of the Community Reinvestment Area after December 31, 2004 at which time the Council may direct the Housing Officer not to accept any new applications for exemptions as described in Section 3735.67 of the ORC; and

WHEREAS, Ordinance No. 06-76, dated June 27, 2006, and attached hereto as Exhibit B, amended the incentive term for qualifying new construction and remodeling in the Greenwood Community Reinvestment Area; and

WHEREAS, the 2019 Housing Needs Assessment completed by Bowen National Research for the City of Zanesville specifically recommends Preservation and Renovation of Existing Housing, Redevelopment of Vacant and Unused Structures, Development of Vacant Parcels, and Implementing/Modifying Policies to Encourage and Support the Development of New Residential Units, and therefore reaffirming the boundaries and incentive terms are deemed beneficial to the City.

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

SECTION ONE: That the Council of the City of Zanesville, hereby reaffirms Ordinance No. 03-73 establishing and describing the boundaries of the Greenwood Community Reinvestment Area.

SECTION TWO: That the Council of the City of Zanesville reserves the right to re-evaluate the designation of the Community Reinvestment Area every two years beginning no later than March 31, 2022, at which time the Council may direct the Housing Officer not to accept any new applications for exemptions as described in Section 3735.67 of the ORC.

SECTION THREE: That the Council of the City of Zanesville hereby reaffirms Ordinance No. 06-76 amending the incentive term for qualifying new construction and remodeling in the Greenwood Community Reinvestment Area.

SECTION FOUR: 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 2020-41 Amended

APPROVED: _____, 2020.

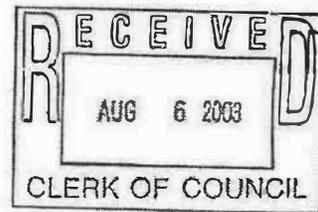
DONALD L. MASON
MAYOR

THIS LEGISLATION
APPROVED AS TO FORM



LAW DIRECTOR'S OFFICE

INTRODUCED BY MARK S. BAKER
COMMUNITY DEVELOPMENT



ORDINANCE NO. 03-73

**MAKING FINDINGS AND DETERMINATIONS AS PERMITTED IN SECTIONS
3735.65 TO 3735.70 OF THE OHIO REVISED CODE, ESTABLISHING AND
DESCRIBING THE BOUNDARIES OF "COMMUNITY REINVESTMENT AREAS"
AND DESIGNATING A HOUSING OFFICER TO ADMINISTER THE PROGRAM.**

WHEREAS, the Council of the City of Zanesville, Ohio desires to pursue all reasonable and legitimate incentive measures to assist in encouraging housing maintenance and economic and community development in areas that have not enjoyed reinvestment by remodeling or new construction; and

WHEREAS, a survey of housing as required by Ohio Revised Code (ORC) Section 3735.66 has been prepared for the area to be included in the proposed Community Reinvestment Area; and

WHEREAS, areas were found that contain housing facilities, or structures of historical significance, and wherein new housing construction and repair of existing facilities or structures are discouraged; and

WHEREAS, the maintenance and construction of structures in such areas would serve to encourage economic stability, maintain real property values, and generate new employment opportunities; and

WHEREAS, the remodeling of existing structures and the construction of new structures in this Community Reinvestment Area constitutes a public purpose for which real property exemptions may be granted.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ZANESVILLE, OHIO:

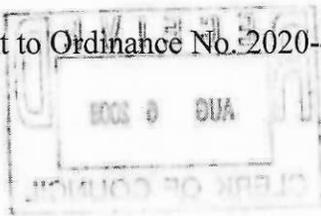
SECTION ONE: The area designated as the Greenwood Community Reinvestment Area constitutes an area in which housing facilities or structures of historical significance are located, and in which new construction or repair of existing facilities has been discouraged.

SECTION TWO: That the boundaries of the Greenwood Community Reinvestment Area are as follows:

(a). Beginning at the northeast boundary, being the corner of Eastman Street and Hamline Avenue, the eastern boundary line; including all properties that fall on the southern side of the northern boundary, Eastman Street. Eastman Street continues until meeting Underwood Street, which goes south, including all properties that fall to the east of the western boundary; Underwood continues by becoming Greenwood Avenue and later meeting at the corner of East Main Street and Ninth Street at the southwest boundary. East Main Street continues as the southern boundary and includes all properties north of the southern boundary of East Main Street, where it meets Wheeling Avenue and continues as the southern boundary until intersecting with Weller Alley, the eastern boundary, and including all properties west of this boundary. Weller Alley continues northward crossing over Greenwood Avenue and later becoming Hamline Avenue until intersecting at the place of beginning being the corner of Eastman Street and Hamline Avenue, the northeast boundary.

SECTION THREE: Only residential, commercial and/or industrial properties consistent with the applicable zoning regulations within the designated Community Reinvestment Area will be eligible for exemptions under this Program.

SECTION FOUR: Within the Community Reinvestment Area, the percentage of the tax exemption on the increase in the assessed valuation resulting from improvements to commercial and industrial real property and the term of those exemptions shall be negotiated on a case-by-case basis in advance of construction or remodeling occurring according to the rules outline in the ORC Section 3765.67. The results of the negotiation as approved by this Council will be set in writing in a Community Reinvestment Area Agreement as outlined in ORC Section 3735.671.



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For residential property, a tax exemption on the increase in the assessed valuation resulting from improvements as described in ORC Section 3735.67 shall be granted upon proper application by the property owner and certification thereof by the designated Housing Office for the following periods. Residential applications must be filed with the Housing Officer no later than six months after construction completion. The percentage of the tax exemption on the increase in the assessed valuation resulting from improvements to residential properties shall be 100% of the assessment.

- (a) (5) years, (term the same for all) for the construction and remodeling of dwellings containing not more than two housing units and upon which cost of remodeling is at least \$2,500, as described in ORC Section 3735.67.
- (b) (6) years (negotiated – up to 12 years) for existing commercial and industrial facilities shall be negotiated on a case-by-case basis in advance of at least \$5,000 of construction or remodeling occurring.
- (c) (8) years (negotiated – up to 15 years) for new commercial or industrial facilities shall be negotiated on a case-by-case basis in advance of construction occurring.

If remodeling qualifies for an exemption, during the period of the exemption, the exempted percentage of the dollar amount of the increase in market value of the structure shall be exempt from real property taxation. If new construction qualifies for an exemption, during the period of the exemption, the exempted percentage of the structure shall not be considered to be an improvement on the land on which it is located for the purpose of real property taxation.

SECTION FIVE: All commercial and industrial projects are required to comply with the state application fee requirements of ORC Section 3735.672 (C).

SECTION SIX: To administer and implement the provisions of this Ordinance, the City of Zanesville Community Development Department is designated as the Housing Officer as described in Section 3735.65 through 3735.70.

SECTION SEVEN:

- (a) That a "Community Reinvestment Area Housing Council" shall be created, consisting of two members appointed by the Mayor, two members appointed by the Council and one member appointed by the Planning Commission. The majority of the members shall then appoint two additional members who shall be residents within this area. Terms of the members of the Council shall be for three years. An unexpired term resulting from a vacancy in the Council shall be filled in the same manner as the initial appointment was made.
- (b) A Tax Incentive Review Council has been established pursuant to ORC Section 5709.85 and consists of three representatives appointed by the Board of County Commissioners, two representatives of the municipal corporation, appointed by the Municipal CEO with Council concurrence, the county auditor or designee and a representative of each affected Board of Education. At least two members must be residents of the City of Zanesville. The Tax Incentive Review Council shall review annually the compliance of all agreements involving the granting of exemptions for commercial or industrial real property improvements under Section 3735.671, of the ORC and make written recommendations to the Council as to continuing, modifying or terminating said agreement based upon the performance of the agreement.

SECTION EIGHT: The City Council reserves the right to re-evaluate the designation of the Community Reinvestment Area after December 31, 2004 (ODOD suggests an annual review) at which time the Council may direct the Housing Officer not to accept any new applications for exemptions as described in Section 3735.67 of the ORC.

SECTION NINE: The review council shall also hear appeals under 3735.70, of the ORC.

SECTION TEN: The Council hereby finds and determines that all formal actions relative to the passage of this Ordinance were taken in an open meeting of this Council, that all deliberations of this Council and of its committees, if any, which resulted in formal action were

taken in meetings open to the public, in full compliance with the applicable legal requirements, including Section 121.22 of the ORC.

SECTION ELEVEN: This ordinance shall take effect and be in force from and after the earliest period allowed by law and upon confirmation by the Community Development Department of the findings in this Ordinance.

PASSED: August 25, 2003

ATTEST: Vicki A. Todd
VICKI A. TODD,
Secretary of Council

Joanne K. Winland
JOANNE K. WINLAND,
President of Council

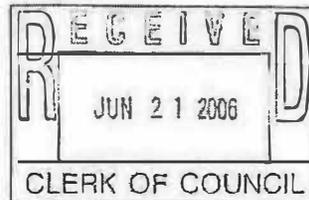
APPROVED: August 26, 2003

John F. Fenton
JOHN F. FENTON
Mayor

THIS LEGISLATION APPROVED
AS TO FORM

SA 6
LAW DIRECTOR'S OFFICE

I certify that Ordinance No. 03-73
was published in the Times Recorder
on 20 _____ Clerk



MARGARET A. DEEDRICK, DIRECTOR
COMMUNITY DEVELOPMENT

ORDINANCE NO. 06-76
INTRODUCED BY COUNCIL

**AN ORDINANCE AMENDING ORDINANCE #03-73
WHICH ESTABLISHED A GREENWOOD COMMUNITY
REINVESTMENT AREA.**

WHEREAS, Ordinance 03-73 established a Community Reinvestment Area (CRA) in the Greenwood/Market Street neighborhood in order to encourage housing maintenance and economic and community development in this area; and

WHEREAS, the maintenance and construction of structures in the area serve to encourage economic stability, maintain property values and generate new employment opportunities; and

WHEREAS, in order to maximize private investment through this incentive, the term for new construction and remodeling needs to be extended.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ZANESVILLE, OHIO:

SECTION ONE: Section Four, Part (a) of Ordinance 03-73 which reads:

“(5) years, (term the same for all) for the construction and remodeling of dwellings containing not more than two housing units and upon which cost of remodeling is at least \$2,500, as described in ORC Section 3735.67.”

Shall be amended to read:

“(15) years, (term the same for all) for the construction and remodeling of dwellings containing not more than two housing units and upon which cost of remodeling is at least \$2,500, as described in ORC Section 3735.67.”

SECTION TWO: This term shall be retroactively applied commencing from the date of the original legislation.

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

PASSED: June 26, 2006

ATTEST: Joan L. Ziemer
Joan L. Ziemer
Clerk of Council

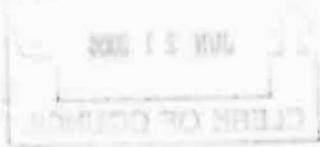
Ralph D. Hennessey
Ralph D. Hennessey
President of Council

APPROVED: June 27, 2006

Howard S. Zwelling
Howard S. Zwelling
Mayor

This legislation approved as to form:

[Signature]
Law Director's Office



I certify that Ordinance No. 06-76
was published in the Times Recorder
6-30/7-7, 2006
Joan Izyuro Clerk

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Public Hearing

A public hearing will be held on March 23, 2020 at 6:00 p.m. at Zanesville City Council, 401 Main Street, Zanesville, Ohio concerning a proposed joint economic development contract to be entered into by the City of Zanesville, Ohio and Perry Township in the County of Muskingum, Ohio. Notice is hereby given by the Council of the City of Zanesville, Ohio. The proposed contract and related documents are available for inspection at the office of the undersigned at 401 Market Street, Zanesville, Ohio, during regular business hours.

Public Hearing

A Public Hearing is scheduled for 6:10 p.m., Monday, March 23, 2020 in the City of Zanesville's Council Chambers, 401 Market Street, Zanesville, Ohio to hear a request by the City of Zanesville to amend Chapters 1105.10 and 1353.04 of the City of Zanesville Planning and Zoning Code. All testimony for and against will be heard.

PUBLIC HEARING

A Public Hearing is scheduled for 6:15 p.m., Monday, March 23, 2020 in the City of Zanesville's Council Chambers, 401 Market Street, Zanesville, Ohio to hear a request to amend and revise the zoning map and make permanent zoning in the City of Zanesville, Ohio from C-2 Community and Regional Commercial to C-4 Highway Commercial for Parcel Numbers 82-04-01-01-000, 82-08-01-40-000, 82-08-01-38-000, 82-08-01-41-000, 82-04-01-03-000, 82-08-01-42-000, 82-04-01-02-000, 82-08-01-43-000, 82-08-01-01-000, 82-08-01-44-000, 82-08-01-39-000, and 82-08-01-45-000 which are 12 parcels along Maysville Avenue between Alfred Street and Pine Street. All testimony for and against will be heard.

City Council meeting-revised to add Ord. 2020-58 Agenda of business March 23, 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. Resolution No. 2020-56 – Introduced by Council – A Resolution declaring that a local emergency exists in the City of Zanesville, Ohio and declaring an emergency.
2. Resolution No. 2020-48 – Introduced by Council – A Resolution declaring the City of Zanesville's support for the 2021 Zane Trace Commemoration on June 18-20, 2021. (First Reading)
3. Resolution No. 2020-50 – Introduced by Council – A Resolution of support for AK Steel and declaring an emergency. (Emergency or First Reading)

D. Proposed ordinances

4. Ordinance No. 2020-49 – Introduced by Council – An Ordinance authorizing participation in the ODOT Winter Contract for Road Salt, and declaring an emergency. (Emergency or First Reading)
5. Ordinance No. 2020-51 – Introduced by Council – An Ordinance authorizing the proper city official to execute a Memorandum of Agreement with the Ohio Historic Preservation Office, Fairfield Homes, Inc. and Heritage Ohio, Inc. (First Reading)
6. Ordinance No. 2020-52 – Introduced by Council – An Ordinance authorizing the proper city official to grant funds to the City of Zanesville Community Improvement Corporation resulting from the sale of property. (First Reading)
7. Ordinance No. 2020-53 – Introduced by Council – An Ordinance authorizing the proper city official to advertise for bids and enter in to a contract with the lowest and best bidder for the R6 and R8 through R11 Basin Sewer Separation Project (First Reading)
8. Ordinance No. 2020-54 – Introduced by Council – An Ordinance authorizing an amendment to the Zanesville, South Zanesville and Springfield Township Joint Economic Development District Contract. (First Reading)
9. Ordinance No. 2020-55 – Introduced by Council – An Ordinance to amend and revise the zoning map and make permanent zoning in the City of Zanesville, Ohio as herein provided. (First Reading)
10. Ordinance No. 2020-57 – Introduced by Council – An Ordinance authorizing the proper City Official to provide amenities for events related to the current state of emergency caused by the COVID-19 Virus and declaring an emergency. (Emergency of First Reading)
- 10A. Ordinance No. 2020-58 – Introduced by Council – An Ordinance authorizing emergency measures in response to COVID-19 Virus and declaring an emergency. (Emergency or First Reading)

E. Ordinances for action

11. Ordinance No. 2020-45 – Introduced by Council – An Ordinance authorizing the proper city official to advertise for bids and enter into a contract for the 2020 Citywide OPWC Overlay with the lowest and best bidder. (Second Reading)
12. Ordinance No. 2020-47 Amended – Introduced by Council – An Ordinance authorizing the proper city official to commit city funding as a match for an Appalachian Regional Commission Grant for contracting of a GPS Data Collection and GIS mapping Service. (Second Reading)
13. Ordinance No. 2020-14 – Introduced by Council - An Ordinance authorizing the City to enter into Energy Savings Contracts with ABM Technical Solutions, LLC. (Third Reading)

14. 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. (Third Reading)
15. Ordinance No. 2020-33 – Introduced by Council – An Ordinance establishing a Single Source Waste Generator Fee. (Third Reading)
16. Ordinance No. 2020-34 – Introduced by Council – An Ordinance authorizing the expenditure of funds relating to the Lock #10 Canal Trail Project. (Third Reading)
17. Ordinance No. 2020-35 – Introduced by Council – An Ordinance authorizing the Municipal Court Judge to enter into an agreement with the Ohio Attorney General's Office for the collection of monies owed to the Zanesville Municipal Court. (Third Reading)
18. Ordinance No. 2020-36 – Introduced by Council – An Ordinance establishing Pay, Benefit, and Employment Policies and Procedures for Unaffiliated Employees in the Municipal Service. (Third Reading)
19. Ordinance No. 2020-37 – Introduced by Council – An Ordinance authorizing a Maximum Schedule of positions for the City of Zanesville's Workforce. (Third Reading)
20. Ordinance No. 2020-39 – Introduced by Council – An Ordinance amending Chapter 1105.10 and Chapter 1353.04. (Third Reading)
21. Ordinance No. 2020-40A – Introduced by Council – An Ordinance to amend and revise the Zoning Map and make permanent zoning in the City of Zanesville, Ohio as herein provided. (Third Reading)
22. Ordinance No. 2020-41A – Introduced by Council – An Ordinance reaffirming Ordinance 03-73 establishing the boundaries of the Greenwood Community Reinvestment Area and reaffirming Ordinance 06-76 that amended the incentive term for new construction and remodeling. (Third Reading)

F. Traffic orders

G. Miscellaneous and unfinished business

H. Private petitions and communications-No Non-agenda item petitions were filed