

## PUBLIC HEARING

A Public Hearing is scheduled for 6:30 p.m., Monday, July 13, 2020 in the City of Zanesville's Council Chambers, 401 Market Street, Zanesville, Ohio to hear a request by Shawon Glaub from Affordable Doors to rezone parcel(s) 83-25-07-07-000 and 83-26-03-02-000 from I-1 Industrial to C-4 Highway Commercial. All testimony for and against will be heard.

### City Council meeting Agenda of business July 13, 2020

The Lord's Prayer

Pledge of Allegiance to the flag

Item  
no.

A. Roll call

B. Approval of minutes of June 22, 2020

C. Communications, reports, and resolutions

1. **Communication from Mayor Don Mason-Board Appointment** – Mayor Mason hereby recommends the appointment of Ms. Carla Burke to the Civil Service Commission effective immediately. Ms. Burke's term will expire 4/28/2026.

D. Proposed ordinances

2. **Ordinance No. 2020-86** – Introduced by Council – An Ordinance advertising for bids and entering into contract for public employee bond coverage. (First Reading)
3. **Ordinance No. 2020-87** – Introduced by Council – An Ordinance amending Section 151.04(d) of the Codified Ordinances of the City of Zanesville relating to the payment of claims. (First Reading)
4. **Ordinance No. 2020-88** – Introduced by Council – An Ordinance authorizing the proper city official to request funds for events related to the COVID-19 through the CARES ACT, and declaring an emergency. (Emergency or First Reading)

5. **Ordinance No. 2020-89** – Introduced by Council – An Ordinance authorizing the proper city official to expend CARES ACT Funds, and declaring an emergency. (Emergency or First Reading)
6. **Ordinance No. 2020-90** – Introduced by Council – An Ordinance authorizing the issuance of notes in the amount of not to exceed \$1,550,000 in anticipation of the issuance of bonds for the purpose of funding a portion of the cost of acquiring, constructing, installing, and equipping public infrastructure improvements necessary for the development of the National Road Business Park, including an access road, waterline extension, and sewer line upgrades and extension, and all necessary appurtenances thereto, and declaring an emergency. (Emergency or First Reading)
7. **Ordinance No. 2020-91** – Introduced by Council – An Ordinance authorizing the assessment of liens against certain properties with delinquent bills, and declaring an emergency. (Emergency or First Reading)

**E. Ordinances for action**

8. **Ordinance No. 2020-83** – 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. (Second Reading)
9. **Ordinance No. 2020-84** – Introduced by Council – An Ordinance authorizing the bidding/auction of the City's electric accounts and authorizing the Public Service Director to enter into a contract with the lowest and best priced energy provider. (Second Reading)
10. **Ordinance No. 2020-85** – Introduced by Council – An Ordinance establishing the real property located at 532 McIntire Avenue, Zanesville as a locally designated Historic Property in accordance with the City's authority as a Certified Local Government. (Second Reading)
11. **Ordinance No. 2020-77 Amended** – Introduced by Council – An Ordinance allowing a moral claim. (Third Reading)
12. **Ordinance No. 2020-78** – Introduced by Council – An Ordinance authorizing the proper City official to enter into a federal local let project agreement with ODOT for the resurfacing and related work on Dresden Road (CR 2) from SR 60 to the Zanesville Corporation Limit. (Third Reading)
13. **Ordinance No. 2020-79** – 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)

**F. Traffic orders**

No traffic orders were submitted for this meeting.

**G. Miscellaneous and unfinished business**

**H. Private petitions and communications**

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

**ZANESVILLE CITY COUNCIL MEETING – MONDAY, JUNE 22, 2020**

The Zanesville City Council met in regular session at 7:00 p.m. on Monday, June 22, 2020 in the City Council Chambers, 401 Market Street, Zanesville, Ohio.

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

The following members of Council answered Roll Call in person: Ms. Gildow, Mr. Sharrer, Mr. Roberts, Mr. Baker, Mr. Ware, Miss Bradshaw, and Mr. Vincent.

Mrs. Osborn, Mr. Foreman, and Mrs. Gentry attended by telephonic means.

**APPROVAL OF MINUTES**

Mr. Roberts moved to accept the minutes of June 8, 2020 as written, seconded by Miss Bradshaw.

Motion carried. Minutes stand approved.

**COMMUNICATIONS, REPORTS, AND RESOLUTIONS**

None were filed for this meeting.

**PROPOSED ORDINANCES**

**Ordinance No. 2020-82** – Introduced by Council – An Ordinance authorizing a Partnership Agreement between Muskingum County and City of Zanesville for the application and administration of the PY 2020 Community Housing Impact and Preservation Program (CHIP) and declaring an emergency.

Mr. Roberts: Move for first reading.

Mr. Baker moved to waive the readings.

Mr. Vincent: We have a first and to waive.

Mr. Baker: This needs to be passed as an emergency legislation, does it not?

Mr. Vincent: Yes, it has a June 24<sup>th</sup> deadline.

Mr. Sharrer: I will second the motion to waive.

Mr. Vincent: We have a motion to waive by Mr. Baker and a second by Mr. Sharrer. Is there any discussion on waiving? With that, we need to submit this by Wednesday, June 24<sup>th</sup> or it will not happen. The Commissioners already signed off on it.

Roll call vote on waiving of the readings.

6 Ayes in person

3 Ayes by telephonic means

0 Nays

Motion carries.

Mr. Vincent: Now I need a motion for passage.

Miss Bradshaw moved and it was seconded by Mr. Baker. With that, Council was sent out the wrong version of the agreement and there are 21 different amendments to that. I will read through them shortly just because not everyone received the amended version to approve that, so I want to be sure everyone is on the same page. If you will follow through with me on the Partnership Agreement. This is the amended version, the correct version. I will just hit the highlights as far as what has changed and try to get through those pretty quick. They are a little lengthy. With that the correct version is the one the Commissioners have already signed.

The amendments are as follows:

1. The agreement the blank line is for the date of the "eleventh day of June". That is the first sentence.
2. Under the third whereas, instead of PY 2018 it would be "PY 2020".
3. We will delete the last sentence from that which starts with "notwithstanding anything herein to the contrary, the parties agree that if the grant is not funded, this Agreement shall automatically terminate with no further obligations to either party." That is deleted.
4. Down under section 1. Subsection A. again PY 2018 should be "PY 2020". So all of these 2018's will get changed to 2020.

Moving on to page 4

5. Under section III. Time of Performance change from May 4, 2018 to "June 24<sup>th</sup>, 2020".

A little further down the additional dates there as far as inset the first date one stays the same as far as September 1, 2020, but the others will change.

6. The Work Completion Date will be changed to "February 28, 2023".
7. Final Draw Date will change to "March 31, 2023".
8. The Final Completion/Close out will be "April 30, 2023".

The next paragraph down the date there then the second line from the bottom on the old one.

9. Change the date to "January 2022".

On Page 5 under Budget Section IV.

10. The end of the first paragraph delete the final words "funds will be returned to the grantor".
11. The next paragraph down then the first sentence after Attachment A we will add in "of the Grant agreement".

Page 5 Under Grant Ceiling

12. Delete the first sentence, "Through a competitive application process, jurisdictions may apply for a maximum award as follows:" Delete all of that.

13. After the County and the funds, delete the next sentence. It says "Regardless of the number of communities in the partnership, the maximum grant request cannot exceed \$1.6 million." That is deleted.
  14. The next paragraph down the second sentence is deleted. "Upon completion of the planning process, an activity budget will be approved by each partner and become an addendum to this Agreement."
  15. In the following paragraph the date changes from September 2019 to "January 2020".
  16. At the bottom of that paragraph the last date of PY 2018 changes to "PY 2020".
- Down under Administrative Costs: there at the bottom I need to add in these several paragraphs:

**Grant Funds Distribution**

Muskingum County is applying for a total of \$750,000 with the following breakdown of activities:

Rehabilitation Assistance - Owner Rehabilitation	\$351,000	7 units*
Repair Assistance - Owner Home Repair	\$207,000	12 units
Repair Assistance - Rental Home Repair	\$ 18,000	2 units**
Homeownership - New Construction - Habitat for Humanity	\$ 64,000	2 units***
Tenant Based Rental Assistance	\$ 20,000	30 units
Administration	\$ 90,000	

Funds are budgeted in this partnership using the State of Ohio, Development Services Agency methodology. This grant budget is \$400,000 for Muskingum County (Partnering County), \$350,000 for the City of Zanesville (Partnering Cities within County with population of at least 15,000) for a grant total of \$750,000. The budget breakdown is as follows:

**Muskingum County: \$400,000**

Rehabilitation Assistance - Owner Rehabilitation	\$194,000	4 units*
Repair Assistance - Owner Home Repair	\$110,000	7 units
Repair Assistance - Rental Home Repair	\$ 9,000	1 unit**
Homeownership - New Construction - Habitat for Humanity	\$ 32,000	1 unit***
Tenant Based Rental Assistance	\$ 10,000	15 units
Administration	\$ 50,000	

**City of Zanesville: \$350,000**

Rehabilitation Assistance - Owner Rehabilitation	\$157,000	3 units*
Repair Assistance - Owner Home Repair	\$ 97,000	5 units
Repair Assistance - Rental Home Repair	\$ 9,000	1 unit**
Homeownership - New Construction - Habitat for Humanity	\$ 32,000	1 unit***
Tenant Based Rental Assistance	\$ 10,000	15 units
Administration	\$ 40,000	

\*HOME Program Income will be used to assist with funding for one Owner Rehabilitation unit in City of Zanesville (\$11,283)

\*\*Local/State Landlord match will contribute to four Owner Home Repair units; one in Muskingum County (\$9,000) and one in the City of Zanesville (\$9,000).

\*\*\* \$64,000 in PY 2020 CHIP funds has been budgeted for New Construction-HfH for 2 new units. Habitat for Humanity of Southeast Ohio commits \$140,000 in private funds needed to complete the 2 units.

17. On page 7 under Section VII B, the fourth line down, clear on the right side of that sentence, change the very last word, change Partner to "Development", referring to the state.

18. Then under Section C the third line down, just past the center of the third line down where it has 'for examination', we will add in "and to Development".

19. The same thing down in Section E. The second line down after it has United States Government granting the funds, insert "to Development"

The final change is on page 11, Section P under the Termination Procedure.

20. It shall read, The Grantee, nor the partner, may terminate or withdraw from the partnership agreement" while it remains in effect.

Mr. Vincent: That is it folks. If I have someone to make these amendments.

Mr. Baker: I will make those amendments.

Ms. Gildow seconded the motion.

Mr. Vincent: Is there any discussion? I hope nobody wants those repeated.

Mr. Baker: Matt, once again could you tell us what it is that this thing is so needing of amendments. Just so everybody understands that it is on the up and up.

Matthew Schley: Because of the short deadline with this the county had sent over the original document and did not send me the actual signed document. I was under the assumption that she would send me the fully edited out version, but apparently she did not and we caught it on Friday afternoon that it was not.

Mr. Baker: Is this a version used from years back?

Matthew Schley: Yes, this was from 2018, it is common.

Mr. Baker: So essentially it is an old draft that has been modified. Okay, and as I recall we have the ability to get up to what \$300,000, is that right?

Matthew Schley: Yes, \$350,000.

Mr. Baker: \$350,000 and we got \$300,000 in the last grant?

Matthew Schley: I believe so, yes.

Mr. Baker: Okay, so what do the odds look like that it is going to continue?

Matthew Schley: I would say they are very good and Ms. Samson at the Muskingum County Community Development Office is very good at what she does and I think we have a good chance of getting that funding. Again, she would be, or the County would, be receiving those funds and they would be running this program. They are the ones applying for this grant. We are just a partner in it.

Mr. Baker: Thank you. It is a good example of the County and City partnership.

Mr. Vincent: We can ask more questions, but we have a motion on the floor to amend and a motion and a second by Ms. Gildow. All in favor of the amendment signify by saying aye.

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

Mr. Vincent: So, with that we are now at Ordinance 2020-82 as amended. I need a motion for passage.

Mr. Baker moved and it was seconded by Miss Bradshaw.

Mr. Vincent: Is there any other discussion on this? I met with Mr. Schley on Friday afternoon about questioning dates and we got started as far as making corrections. He contacted the County then and we didn't get the originals until late in the day. So, the reason we had to go through all of this is because we couldn't get it sent out to you and I checked today and some people didn't get it so that is why we had to read through the whole thing to get that done, but it came to you too late. Is there any other discussion? Okay, we will have roll call vote for passage.

Roll call vote for passage.

6 Ayes in person

3 Ayes by telephonic means        Mrs. Osborn, Mrs. Gentry, and Mr. Foreman

0 Nays

Motion carries. Ordinance is passed.

**Ordinance No. 2020-83** – 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.

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

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

All were in favor. None were opposed.

Motion carries.

**Ordinance No. 2020-84** – Introduced by Council – An Ordinance authorizing the bidding/auction of the City's electric accounts and authorizing the Public Service Director to enter into a contract with the lowest and best priced energy provider.

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

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

All were in favor. None were opposed.

Motion carries.

**Ordinance No. 2020-85** – Introduced by Council – An Ordinance establishing the real property located at 532 McIntire Avenue, Zanesville as a locally designated Historic Property in accordance with the City's authority as a Certified Local Government.

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

Mr. Baker: Which property is this?

Matthew Schley: It is Tom's Ice Cream Bowl.

Mr. Vincent: Have you heard of this place?

Mr. Baker: I have been there a few times.

Mr. Vincent: We are at first reading so all in favor of first reading signify by saying aye.

All were in favor except Mr. Baker and he abstained. None were opposed. Motion carries.

#### **ORDINANCES FOR ACTION**

**Ordinance No. 2020-77 Amended** – Introduced by Council – An Ordinance allowing a moral claim.

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

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

All were in favor. None were opposed.

Motion carries.

**Ordinance No. 2020-78** – Introduced by Council – An Ordinance authorizing the proper City official to enter into a federal local let project agreement with ODOT for the resurfacing and related work on Dresden Road (CR 2) from SR 60 to the Zanesville Corporation Limit.

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

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

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

**Ordinance No. 2020-79** – 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.

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

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

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

**Ordinance No. 2020-70 Amended** – Introduced by Council – An Ordinance approving the agreement to create the City of Zanesville – Perry Township Joint Economic Development District; and approving a Cooperative Development Agreement.

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

Mr. Vincent: Is there any discussion?

Mr. Roberts: I have a few amendments to make to this so I will go ahead and make a motion to amend Section 6 number iv to strike the last sentence which reads, “to the extent not prohibited by law, the City shall not accept any such annexation within the District.

Section E. A. fill in the blank to say the “Mayor of the City or designee”.

Section E. B. filling in the blank to read the “President of the township or designee”.

Section 9 paragraph 2 first line reads “a minimum of two” and replacing that with “a majority of the members.”

Section 9 paragraph 5 which reads currently in the last sentence, "The Board, shall establish an appropriations procedure" to read "The Board, shall establish with written consent from the township and the City an appropriations procedure."

That is all I've got.

Mr. Vincent: Thank you. A motion, is there a second?

Mr. Baker: I second.

Mr. Vincent: A second by Mr. Baker. Is that clear to everyone? Are there any questions. So, all in favor of the amendments signify by saying aye. Those opposed nay.

A voice vote was taken with all members being in favor. None were opposed.

Mr. Vincent: The motion carries. We are now at Ordinance 2020-70 as amended for the second time and we are at third reading. What is Council's pleasure?

Mr. Roberts: I move for third reading.

Mr. Baker seconded.

Mr. Tarbert: Just for clarification, I know Mr. Roberts made amendments to the Joint Economic Development District Agreement. I believe there were also a few amendments to the Cooperative Development Agreement. Since they are both under the same Ordinance I think we should probably, and maybe those were made at the last meeting, which may be my mistake, but on page 4 Section 3 it looks like there were some changes made.

Mr. Roberts: Those were already amended.

Mr. Tarbert: You read my mind. So I apologize. If those have already been amended then I apologize.

Mr. Vincent: That was the water and sewer, correct?

Mr. Roberts: Correct.

Mr. Tarbert: The change on mine that I just received, and again you may have had this at the last meeting and I wasn't here. Section 3 (b) JEDD Board. Subsections (i) and (ii). It looks like I have insert a new language it should be the Mayor or his designee and the Township member of the board shall be President of the Township or his designee.

Mr. Vincent: I am sorry, give that to us again, please.

Mr. Tarbert: May I approach.

Mr. Vincent: Yes, if you would so the microphone works so we can hear you.

Mr. Tarbert: What I think what Mr. Roberts amended was the Joint Economic Development District Agreement, correct?

Mr. Roberts: Correct.

Mr. Tarbert: You also have a few amendments in this Cooperative Development Agreement. If you wouldn't mind going through that and making those amendments too as both of these are contained in the same Ordinance.

Mr. Vincent: That is exhibit B then?

Mr. Tarbert: Well, there are a few changes.

Mr. Roberts: So it is the same verbiage.

Mr. Tarbert: It is redundant, but I think they both need to be changed, so if you will look through those pages.

Mr. Roberts: So, we are on the Cooperative Development Agreement.

Mr. Vincent: So this is clear in the back. The second part to this. Is everyone following along on Council? Is everybody good?

Mr. Roberts: So page 4, Section 3, Item b (i) the blank should be filled in with the "Mayor or designee".

Section 3, Item B (ii) the blank should be filled in with "President of Township or designee".

Section 5 paragraph one, striking "exceeds", and replacing with "distributed to the Port Authority" parenthesis "the Port Authority's distribution is at least"

Section 5 paragraph one, line four the addition of "the initial investment threshold".

Next sentence "If the initial investment threshold has been reached, but the Port Authority distribution is less than \$200,000 in any given year then the City and the County shall each pay the Port Authority 50% of the amount needed to reach \$200,000".

Mr. Vincent: I am sorry, that was in addition too?

Mr. Roberts: Yes, that was in addition.

Mr. Vincent: Okay. So we have an additional amendment by Mr. Roberts.

Mr. Baker: I will second it.

Mr. Vincent: Is there any discussion? Did Council follow all of that and clear? Is there anything from Council? Hey if not. All in favor of this additional second amendment for tonight signify by saying aye. Those opposed nay.

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

Mr. Vincent: We are now at Ordinance 2020-70 as amended for the third time.

Mr. Roberts: I move for third reading and passage.

Mr. Baker: I second.

Mr. Vincent: Let's have roll call vote for passage.

Roll call vote for passage.

6 Ayes

3 Ayes by telephonic means        Mrs. Osborn, Mrs. Gentry, and Mr. Foreman

0 Nays

Motion carries. Ordinance is passed.

Mr. Vincent: Mr. Abbott is here from the Port Authority. I forgot to ask you if you wanted to say anything. I appreciate you for coming.

Mr. Abbott: I appreciate Council and the Administration for their continued cooperation and support. I am very excited about what is about to take place.

Mr. Vincent: Thank you for coming in last Friday and meeting with the Mayor and Mr. Brown. It was a very helpful meeting.

Mayor Mason: Mr. President, I thank you for popping in last week and truly for working with both the Port Authority and the Administration and helping to iron out some of the details. Thank you.

Mr. Vincent: And what I learned from the meeting, and I learned a lot of stuff, but with that it was nice hear, Mr. Brown did an excellent job finding concerns he had for the City and definitely looking out for the City. As yourself also and then Mr. Abbott was very gracious and very helpful and got most everything ironed out there and a few more things today and wrapped up. Thank you to Mr. Roberts for presenting all of that. It is a lot; it is a lot of work, but these JEDD's are very beneficial to the City and community as a whole.

**Ordinance No. 2020-71** – Introduced by Council – An Ordinance repealing Ordinance 19-96.

Ms. Gildow moved for third reading and passage, seconded by Mr. Ware.

Roll call vote for passage.

6 Ayes

3 Ayes by telephonic means        Mrs. Osborn, Mrs. Gentry, and Mr. Foreman

0 Nays

Motion carries. Ordinance is passed.

**Ordinance No. 2020-75** – Introduced by Council - An Ordinance repealing Ordinance No. 18-92, creation of a Downtown Redevelopment District.

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

Mayor Mason: Just to clarify for everybody both on 75 and 76. It is our goal to create a Downtown Redevelopment District or there may be just a different district than this one.

Mr. Vincent: Okay, thank you, sir. Is there anything else?

Roll call vote for passage.

6 Ayes

3 Ayes by telephonic means        Mrs. Osborn, Mrs. Gentry, and Mr. Foreman

0 Nays

0 Absent

Motion carries. Ordinance is passed.

**Ordinance No. 2020-76** – Introduced by Council - An Ordinance authorizing the proper City official to enter into an agreement terminating an amended Historic Property Investment Agreement in connection with the Zane-Zenith Downtown Redevelopment District.

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

Roll call vote for passage.

6 Ayes

3 Ayes by telephonic means        Mrs. Osborn, Mrs. Gentry, and Mr. Foreman

0 Nays

0 Absent

Motion carries. Ordinance is passed.

#### **TRAFFIC ORDERS**

No traffic Orders were filed for this meeting.

**MISCELLANEOUS AND UNFINISHED BUSINESS**

Mr. Vincent: The Mayor wants to introduce some people.

Mayor Mason: Thank you very much, Mr. President. I would like to introduce you to Mr. Kade Haddox. Kade is in training to be our Budget and Finance Officer for the City. I think it is on August 13<sup>th</sup>, is our last day of Rhonda serving the fine people of our community. We have been blessed. I begged her to stay. I can honestly say she is looking forward to retirement as so many people do.

Kade, do you have anything to add in?

Kade Haddox: I just want to say I am excited about the opportunity to help your administration and I look forward to working with all of you and I just want to thank Rhonda for taking the time to train me and she has been a great mentor.

Mayor Mason: Then in Community Development we have Maria Brent. I know she knows several of you already. I am really excited. One of the things our community really needs is, by our community I mean Zanesville, we really need to rebuild from the neighborhood up. I don't care if that's garage sales, yard sales, block parties. When you start creating more community within the neighborhoods. Maria, would you like to say a few words?

Maria Brent: Thank you so much for the opportunity. I am really excited to work with everyone and be on board as part of the team.

Mayor Mason: Thank you and then working part-time we have Stephanie Winland. We will have to present her to you at some point. She will be working primarily again with businesses, again using the neighborhood approach to try to create more, I guess collective partnering between neighborhood businesses.

Now I just want you to know with the departure of Bill Arnett, Matthew has moved up and taken those responsibilities, so his responsibilities on the planning side is being picked up, not only by Dana Miller, but by basically the rest of the staff. So, we are still coming in under our funded budget with those changes, tremendously under the funded budget.

Mr. Vincent: Thank you, Mayor. Welcome to both of you. We are glad you are here. I am sure Council will do what they can to be a help to you, but you are in good hands with the administration. I think you will have a great experience here. We work well together as a team. Not that we always agree, but that is a good thing, because we can work out solutions. Does Council have anything? Is there anything else from the Administration?

**PRIVATE PETITIONS AND COMMUNICATIONS**

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

Mr. Sharrer moved to adjourn. Mr. Ware seconded the motion.

Mr. Vincent: All in favor of adjournment signify by saying aye. Those opposed nay.  
Motion carries, thank you everyone and have a good evening.

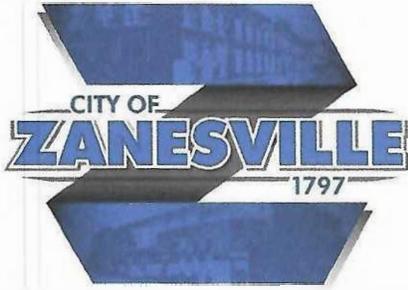
A voice vote was taken with all being in favor of adjournment. None were opposed.  
Motion carries. The meeting adjourned at 7:35 p.m.

---

Susan Culbertson  
Clerk of Council

---

Daniel M. Vincent  
President of Zanesville City Council



THE CITY OF  
**Zanesville**

401 Market Street  
Zanesville, Ohio 43701  
Phone (740) 617-4908  
Fax (740) 455-0744  
E-mail: don@coz.org

*Council-Mayor Government  
Donald L. Mason, Mayor*

---

## MEMORANDUM

---

**TO:** *Members of City Council*

**FROM:** *Mayor Don Mason*

**DATE:** *July 1, 2020*

**SUBJECT:** *Board Appointments*

**Civil Service Commission**

*I hereby recommend the appointment of Ms. Carla Burke to the Civil Service Commission effective immediately. Ms. Burke's term will expire 4/28/26.*

*Thank you!*

*DM/pke*

RECEIVED

JUL 06 2020

CLERK OF COUNCIL

ORDINANCE NO. 20-86  
INTRODUCED BY COUNCIL

**AUTHORIZING ADVERTISING FOR BIDS  
AND ENTERING INTO CONTRACT FOR  
PUBLIC EMPLOYEE BOND COVERAGE**

WHEREAS, on March 15, 2021, the present public employee bond coverage for all employees, *with the exception of the City Auditor and City Treasurer*, will expire. *[The present public employee bond coverages for both the City Auditor and City Treasurer will end December 31, 2023.]* It is necessary for the protection of the municipality to keep the coverage in force; and

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

SECTION ONE: That the proper city official be and hereby is authorized to advertise for bids and enter into contract with the lowest and best bidder for public employee bond coverage for all employees, *with the exception of the City Auditor and City Treasurer*, for the three [3] year period March 15, 2021, through March 14, 2024.

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

PASSED: \_\_\_\_\_, 20 20

ATTEST:

\_\_\_\_\_  
Susan E. Culbertson  
Clerk of Council

\_\_\_\_\_  
Daniel M. Vincent  
President of Council

APPROVED: \_\_\_\_\_, 20 20

\_\_\_\_\_  
Donald L. Mason  
Mayor

THIS LEGISLATION APPROVED AS TO FORM

  
\_\_\_\_\_  
David J. Tarbert  
Law Director

David J. Tarbert  
Law Director

**ORDINANCE NO. 2020- 87**

**AN ORDINANCE AMENDING SECTION 151.04(d) OF THE CODIFIED ORDINANCES OF THE CITY OF ZANESVILLE RELATING TO THE PAYMENT OF CLAIMS**

**WHEREAS**, Section 151.04(d) of the Codified Ordinances of Zanesville pertains to the Payment of Claims;

**WHEREAS**, it has become necessary to amend Section 151.04(d) of the Codified Ordinances of Zanesville;

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

**SECTION ONE:** Section 151.04(d) of the Codified Ordinances of the City of Zanesville which currently reads:

- (d) If the Law Director finds that the City is not legally liable, then he shall forward the results of the investigation along with his finding that there is no legal liability to Council for consideration of the claim as a moral claim.

shall be amended to read as follows:

- (d) If the Law Director finds that the City is not legally liable, then he shall inform the Claimant, in writing, at the address listed on the claim form. Such notice to the Claimant shall also include information about the Claimant's right to submit the issue before Council as a moral claim, including a brief synopsis of Council procedures regarding the passage of moral claim ordinances. If the Claimant requests a moral claim ordinance be filed, the Law Director shall be directed to draft said ordinance and present to Council Clerk for consideration by Council.

**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

Ordinance No. 2020-87

APPROVED: \_\_\_\_\_, 2020

This Legislation Approved As To Form:

\_\_\_\_\_  
DONALD MASON  
Mayor

  
\_\_\_\_\_  
LAW DIRECTOR'S OFFICE

**SPONSORED BY:  
CITY COUNCIL  
MAYOR  
LAW DIRECTOR**

**ORDINANCE NO. 2020-88  
INTRODUCED BY COUNCIL**

**AN ORDINANCE AUTHORIZING THE PROPER CITY OFFICIAL  
TO REQUEST FUNDS FOR EVENTS RELATED TO THE COVID-19  
THROUGH THE CARES ACT, AND DECLARING AN EMERGENCY**

*WHEREAS*, the Coronavirus Aid, Relief, and Economic Security Act, 116 Public Law 136, (aka Public Law 116-136) (the CARES Act) was signed into law by the President of the United States on March 27, 2020; and

*WHEREAS*, the Ohio General Assembly established a process for distributing funds provided by the “Coronavirus Aid, Relief, and Economic Security Act” in H.B. 481 of the 133rd General Assembly (H.B. 481); and

*WHEREAS*, H.B. 481 requires subdivisions receiving funds under Section 1 of the act, to pass an ordinance affirming that funds from the County Coronavirus Relief Distribution Fund may be expended only to cover costs of the subdivision consistent with the requirements of section 5001 of the CARES Act as described in 42 U.S.C. 801 (formerly U.S.C. 601), and any applicable regulations before receiving said funds; and

*WHEREAS*, the deadline to request funds does not allow for a full set of readings of this Ordinance, and failure to receive said funds would greatly jeopardize City operations and could have a detrimental effect on the health, safety and welfare of our residents if these Coronavirus funds were not utilized to help combat this virus in our community; and

*WHEREAS*, the City of Zanesville is requesting its share of funds from the County Coronavirus Relief Distribution Fund.

*NOW THEREFORE*, be it ordained by the Council of The City of Zanesville, State of Ohio:

**SECTION ONE:** City Council affirms that all funds received from the County Coronavirus Relief Distribution Fund pursuant to H.B. 481 be expended only to cover costs of the subdivision consistent with the requirements of section 5001 of the CARES Act as described in 42 U.S.C. 801 (formerly U.S.C. 601), and any applicable regulations and guidance only to cover expenses that:

- (1) Are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
- (2) Were not accounted for in City of Zanesville, Ohio’s most recently approved budget as of March 27, 2020; and

(3) Were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.

**SECTION TWO:** In compliance with H.B. 481, that the proper city official take all necessary action to:

- (1) On or before October 15, 2020, pay any unencumbered balance of money in the City of Zanesville, Ohio's local coronavirus relief fund to the County Treasurer;
- (2) On or before December 28, 2020, pay the balance of any money in the City of Zanesville, Ohio's local coronavirus relief fund to the state treasury in the manner prescribed by the Director of the Ohio Office of Budget and Management; and
- (3) Provide any information related to any payments received under H.B. 481 to the Director of the Ohio Office of Budget and Management as requested.

**SECTION THREE.** For the reasons set forth above, this ordinance is hereby 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.

**SECTION FOUR:** It is found and determined that all formal actions of this Council concerning and relating to this legislation 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 §121.22 of the Ohio Revised Code.

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

RECEIVED

JUL 08 2020

SPONSORED BY:  
CITY COUNCIL  
MAYOR  
LAW DIRECTOR

CLERK OF COUNCIL

**ORDINANCE NO. 2020-89  
INTRODUCED BY COUNCIL**

**AN ORDINANCE AUTHORIZING THE PROPER CITY OFFICIAL  
TO EXPEND CARES ACT FUNDS, AND DECLARING AN  
EMERGENCY**

*WHEREAS*, the Coronavirus Aid, Relief, and Economic Security Act, 116 Public Law 136, (aka Public Law 116-136) (the CARES Act) was signed into law by the President of the United States on March 27, 2020; and

*WHEREAS*, the City of Zanesville is eligible to receive approximately \$894,000.00 in CARES Act funding through Muskingum County's Coronavirus Relief Distribution Fund; and

*WHEREAS*, the City in accordance with Federal guidelines will establish Fund #352, The Local Coronavirus Relief Fund; and

*WHEREAS*, the U.S. Department of the Treasury has issued guidance for eligible expenditure of the Relief Funds which includes the categories of Medical Expenses, Public Health, Personnel, Equipment, and Economic Support; and

*WHEREAS*, the City has identified various qualifying projects which fall within the eligible categories which will provide financial aid and other services to the citizens of Zanesville and its employees; and

*WHEREAS*, due to deadlines involved to securing these funds, and due to the fact that the measures set forth in this Ordinance are directly aimed at providing for the health, safety and welfare of our citizens, it is imperative this Ordinance be passed as emergency legislation.

*NOW THEREFORE*, be it ordained by the Council of The City of Zanesville, State of Ohio:

**SECTION ONE:** The proper city officials are authorized to take all necessary action to carry out the identified projects in the approximate amounts listed below:

**Distance Learning Care Package \$200,000.00** (Public Health and Related Measures and Economic Support)

The City will provide grant funds or materials and supplies for wifi access, chrome books, PPE to local Community Centers in an effort to promote distance learning. Funds may also be provided for nutritional needs.

**Child Care Facilities Compliance Package \$100,000.00 (Public Health and Related Measures and Economic Support)**

The City will provide grant funds or materials and supplies to Day Care Centers to bring facilities up to code, comply with COVID-19 regulations, and to provide nutrition.

**Citizens Economic Relief Package \$150,000. 00 (Economic Support)**

The City will grant funds to Eastside Community Ministries for their Emergency Relief fund to assist individuals impacted by the COVID-19 pandemic with rent, utilities, etc.

**COVID-19 Compliance Package \$100,000.00 (Public Health Measurers)**

The City will grant funds to various nonprofit organizations to facilitate food deliver to vulnerable populations. PPE could be supplied to this same population.

**Internal COVID Expenses \$300,000 (Equipment, and Public Health Measures)**

Funds will be used to cover costs already incurred by the City due to COVID-19. These costs could include items such as cleaning supplies and wages directly related to COVID-19 response. Example of future expenditures will include upgrading the City’s technology to better serve the public through online payments and equipment for city personnel to work remotely.

**Miscellaneous Expenditures \$44,000.00 (Economic Support, Equipment, Public Health Measurers, Personnel, Economic Support)**

Funds not earmarked for any of the above identified projects but can be spent on unforeseen eligible projects.

**SECTION TWO:** The projects listed above are based on current community needs and are subject to change if an urgent need arises. The amounts for the projects are also estimated and subject to change or be reallocated to other COVID-19 projects.

**SECTION THREE:** For the reasons set forth above, this ordinance is hereby 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.

**SECTION FOUR:** It is found and determined that all formal actions of this Council concerning and relating to this legislation 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 §121.22 of the Ohio Revised Code.

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

ORDINANCE NO. 2020-90  
INTRODUCED BY COUNCIL

AUTHORIZING THE ISSUANCE OF NOTES IN THE AMOUNT OF NOT TO EXCEED \$1,550,000 IN ANTICIPATION OF THE ISSUANCE OF BONDS FOR THE PURPOSE OF FUNDING A PORTION OF THE COST OF ACQUIRING, CONSTRUCTING, INSTALLING, AND EQUIPPING PUBLIC INFRASTRUCTURE IMPROVEMENTS NECESSARY FOR THE DEVELOPMENT OF THE NATIONAL ROAD BUSINESS PARK, INCLUDING AN ACCESS ROAD, WATERLINE EXTENSION, AND SEWER LINE UPGRADES AND EXTENSION, AND ALL NECESSARY APPURTENANCES THERETO, AND DECLARING AN EMERGENCY.

WHEREAS, on June 22, 2020, Council (the “Council”) for the City of Zanesville, Ohio (the “City”) adopted Ordinance No. 2020-70 approving an agreement to create the City of Zanesville – Perry Township Joint Economic Development District and approving a Cooperative Development Agreement (the “Cooperative Agreement”), and

WHEREAS, the Cooperative Agreement provides that each of the City, the County of Muskingum, Ohio and the Zanesville-Muskingum County Port Authority will provide \$1,500,000 for the completion of certain public infrastructure improvements as described in the Cooperative Agreement and in the title of this Ordinance (the “Project”), and Council is adopting this Ordinance in order to fulfill that commitment; and

WHEREAS, the Auditor of the City (the “Auditor”) has certified to this Council that the estimated life of the Project exceeds 5 years, the maximum maturity of bonds being 30 years and notes being 20 years;

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

Section 1. It is hereby declared necessary to issue bonds (the “Bonds”) of the City in the maximum principal sum of not to exceed \$1,550,000 for the purpose of paying the costs of the Project.

Section 2. The Bonds shall be dated prior to the maturity date of the Notes (as defined hereinbelow), shall bear interest at the maximum average annual interest rate presently estimated to be 5.50% per annum, payable semiannually until the principal sum is paid or provision has been duly made therefor, and shall mature in 30 annual installments.

Section 3. It is necessary to issue, and this Council hereby determines that there shall be issued, notes in anticipation of the issuance of the Bonds.

Section 4. Such anticipatory notes (the "Notes") shall be in the amount of \$1,550,000, or such lesser amount as shall be determined by the Auditor and certified to this Council, which sum does not exceed the amount of the Bonds. The Notes shall be dated the date established by the Auditor and certified to this Council and shall mature on such date as shall be determined by the Auditor and certified to this Council. The Notes shall be issued as fully registered notes in book-entry form only in denominations of \$100,000 or any integral multiple of \$5,000 in excess thereof. Coupons shall not be attached to the Notes. The Notes shall be sold in a transaction exempt from the requirements of Rule 15c2-12 of the United States Securities and Exchange Commission based on the sale of the Notes to a financial institution that has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of the prospective investment and is not purchasing for more than one account or with a view to distributing the Notes.

Section 5. The Notes shall be the full general obligation of the City, and the full faith, credit and revenue of the City are hereby pledged for the prompt payment of the same. The par value to be received from the sale of the Bonds and any excess funds resulting from the issuance of the Notes shall, to the extent necessary, be used only for the retirement of the Notes at maturity and are hereby pledged for such purpose.

Section 6. There shall be and is hereby levied annually on all the taxable property in the City, in addition to all other taxes and inside the ten mill limitation, a direct tax (the "Debt Service Levy") for each year during which any of the Notes are outstanding, in an amount not less than that which would have been levied if the Bonds had been issued without the prior issuance of the Notes, for the purpose of providing, and in an amount which is sufficient to provide, funds to pay interest upon the Notes as and when the same falls due and to provide a fund for the repayment of the principal of the Notes at maturity or upon redemption. The Debt Service Levy shall not be less than the interest and sinking fund tax required by Article XII, Section 11 of the Ohio Constitution.

Section 7. The Debt Service Levy shall be and is hereby ordered computed, certified, levied and extended upon the tax duplicate and collected by the same officers, in the same manner, and at the same time that taxes for general purposes for each of such years are certified, extended and collected. The Debt Service Levy shall be placed before and in preference to all other items and for the full amount thereof. The funds derived from the Debt Service Levy shall be placed in a separate and distinct fund, which shall be irrevocably pledged for the payments of the premium, if any, and interest on and principal of the Notes and Bonds when and as the same falls due. Notwithstanding the foregoing, if the City determines that funds will be available from other sources, including the special assessments, for the payment of the Notes and Bonds in any year, the amount of the Debt Service Levy for such year shall be reduced by the amount of funds which will be so available, and the City shall appropriate such funds to the payment of the Notes and Bonds in accordance with law.

Section 8. The Notes shall bear interest, based on a 360-day year of twelve 30-day months, payable at maturity, at such rate per annum as shall be determined by the Auditor and certified to this Council, provided that such rate shall not exceed 4.00% per annum. The Notes shall be sold to the purchaser or purchasers (the "Original Purchaser") designated in the Certificate of Award. The Auditor is authorized and directed to execute on behalf of the City a Purchase Agreement or term sheet with the Original Purchaser, setting forth the conditions under which the Notes are to be sold and delivered, which document shall be in such form and shall contain such terms, covenants and conditions not inconsistent with this Ordinance and permitted by applicable law as shall be approved by the Auditor and approved as to form by the City Attorney.

Section 9. The Auditor is authorized and directed to execute on behalf of the City a Certificate of Award setting forth the Original Purchaser for the Notes, the aggregate principal amount of the Notes to be issued, the dated date of the Notes, the purchase price for the Notes, and shall include such additional information as shall be required by the terms of this Ordinance.

Section 10. The Auditor is authorized and directed to make the necessary arrangements on behalf of the City to establish the date, location, procedure and conditions for the delivery of the Notes to the Original Purchaser and is further directed to take all steps necessary to effect due execution, authentication and delivery of the Notes under the terms of this Ordinance and the Certificate of Award. The Auditor is hereby authorized and directed to deliver the Notes, when executed, to the Original Purchaser upon payment of the purchase price and accrued interest, if any, to the date of delivery. The proceeds of such sale, except any accrued interest or premium thereon, shall be deposited in the Treasury of the City and used for the purpose aforesaid and for no other purpose. Any accrued interest shall be transferred to the Bond Retirement Fund to be applied to the payment of the principal and interest on the Notes, and other outstanding obligations of the City, in the manner provided by law. Any premium from the sale of the Notes shall be used to pay costs of issuance of the Notes or deposited into the bond retirement fund.

Section 11. The Notes shall be executed by the Auditor and the Mayor, provided that any and all of such signatures may be a facsimile, shall be designated "City of Zanesville, Ohio National Road Business Park Infrastructure Notes, Series 2020", or as otherwise designated by the Auditor, and shall be payable as to both principal and interest at the office of the Note Registrar (as defined hereinbelow). The Notes shall express upon their faces the purpose for which they are issued and that they are issued pursuant to this ordinance. No Note shall be valid or become obligatory for any purpose or shall be entitled to any security or benefit under this ordinance unless and until a certificate of authentication, as printed on the Note, is signed by the Note Registrar (as defined hereinbelow) as authenticating agent. Authentication by the Note Registrar shall be conclusive evidence that the Notes so authenticated have been duly issued and delivered under this ordinance and are entitled to the security and benefit of this ordinance. The certificate of authentication may be signed by any officer or officers of the Note Registrar or by such other person acting as an agent of the Note Registrar as shall be approved by the Auditor on behalf of the City. It shall not be necessary that the same authorized person sign the certificate of authentication on all of the Notes.

Section 12. The Auditor is authorized and directed to execute on behalf of the City a Note Registrar Agreement with such bank or other appropriate financial institution as shall be acceptable to the Auditor and the Original Purchaser, pursuant to which such bank or financial institution shall agree to serve as authenticating agent, note registrar, transfer agent, and paying agent (the "Note Registrar") for the Notes. If at any time the Note Registrar shall be unable or unwilling to serve as such, or the Auditor, in such officer's discretion, shall determine that it would be in the best interest of the City for such functions to be performed by another party, the Auditor may, and is hereby authorized and directed to, serve as Note Registrar or to enter into an agreement with a national banking association or other appropriate institution experienced in providing such services, to perform the services required of the Note Registrar hereunder. Each such successor Note Registrar shall promptly advise all noteholders of the change in identity and new address of the Note Registrar. So long as any of the Notes remain outstanding, the City shall cause to be maintained and kept by the Note Registrar, at the office of the Note Registrar, all books and records necessary for the registration, exchange and transfer of Notes as provided in this section (the "Note Register"). Subject to the provisions of this ordinance, the person in whose name any Note shall be registered on the Note Register shall be regarded as the absolute owner thereof for all purposes. Payment of or on account of the principal of and interest on any Note shall be made only to or upon the order of that person. Neither the City nor the Note Registrar shall be affected by any notice to the contrary, but the registration may be changed as herein provided. All payments shall be valid and effectual to satisfy and discharge the liability upon the Notes, including the interest thereon, to the extent of the amount or amounts so paid.

Any Notes, upon presentation and surrender at the office of the Note Registrar, together with a request for exchange signed by the registered owner or by a person authorized by the owner to do so by a power of attorney in a form satisfactory to the Note Registrar, may be exchanged for Notes of the same form and of any authorized denomination or denominations equal in the aggregate to the unmatured principal amount of the Notes surrendered, and bearing interest at the same rate and maturing on the same date.

A Note may be transferred only on the Note Register upon presentation and surrender thereof at the office of the Note Registrar, together with an assignment executed by the registered owner or by a person authorized by the owner to do so by a power of attorney in a form satisfactory to the Note Registrar. Upon that transfer, the Note Registrar shall complete, authenticate and deliver a new Note or Notes of any authorized denomination or denominations equal in the aggregate to the unmatured principal amount of the Notes surrendered, and bearing interest at the same rate and maturing on the same date.

Section 13. In all cases in which Notes are exchanged or transferred hereunder, the City shall cause to be executed, and the Note Registrar shall authenticate and deliver, the Notes in accordance with the provisions of this ordinance. The exchange or transfer shall be without charge to the owner; except that the Council and Note Registrar may make a charge sufficient to reimburse them for any tax or other governmental charge required to be paid with respect to the exchange or transfer. The Council or the Note Registrar may require that those charges, if any, be paid before it begins the procedure for the exchange or transfer of the Notes. All Notes issued upon any transfer or exchange shall be the valid obligations of the City, evidencing the same debt, and entitled to the same benefits under this ordinance, as the Notes surrendered upon that transfer or exchange.

Section 14. For purposes of this ordinance, the following terms shall have the following meanings:

“Book entry form” or “book entry system” means a form or system under which (i) the beneficial right to payment of principal of and interest on the Notes may be transferred only through a book entry and (ii) physical Notes in fully registered form are issued only to a depository or its nominee as registered owner, with the Notes “immobilized” to the custody of the Depository, and the book entry is the record that identifies the owners of beneficial interests in those Notes.

“Depository” means any securities depository that is a clearing agency under federal law operating and maintaining, together with its participants, a book entry system to record beneficial ownership of Notes, and to effect transfers of Notes, in book entry form, and includes The Depository Trust Company (a limited purpose trust company), New York, New York.

All or any portion of the Notes may be initially issued to a Depository for use in a book entry system, and the provisions of this section shall apply, notwithstanding any other provision of this ordinance: (i) there shall be a single Note of each maturity; (ii) those Notes shall be registered in the name of the Depository or its nominee, as registered owner, and immobilized in the custody of the Depository; (iii) the beneficial owners in book entry form shall have no right to receive Notes in the form of physical securities or certificates; (iv) ownership of beneficial interests in any Notes in book entry form shall be shown by book entry on the system maintained and operated by the Depository, and transfers of the ownership of beneficial interests shall be made only by the Depository and by book entry; and (v) the Notes as such shall not be transferable or exchangeable, except for transfer to another Depository or to another nominee of a Depository, without further action by the Council. Debt service charges on Notes in book entry form registered in the name of a Depository or its nominee shall be payable in same day funds delivered to the Depository or its authorized representative (i) in the case of interest, on each Interest Payment Date, and (ii) in all other cases, upon presentation and surrender of Notes as provided in this ordinance.

The Note Registrar for the Notes may enter into an agreement with the beneficial owner or registered owner of any Note in the custody of a Depository providing for making all payments to that owner of principal and interest on that Note or any portion thereof (other than any payment of the entire unpaid principal amount thereof) at a place and in a manner (including wire transfer of federal funds) other than as provided above in this ordinance, without prior presentation or surrender of the Note, upon any conditions which shall be satisfactory to the Note Registrar for the Notes and this Council. That payment in any event shall be made to the person who is the registered owner of that Note on the date that principal is due, or, with respect to the payment of interest, as of the applicable date agreed upon as the case may be. The Note Registrar for the Notes will furnish a copy of each of those agreements, certified to be correct by the Note Registrar for the Notes, to other paying agents for Notes and to the City. Any payment of principal or interest pursuant to such an agreement shall constitute payment thereof pursuant to, and for all purposes of, this ordinance.

The Mayor, Auditor, Budget and Finance Director, Clerk of Council, or any other officer of this Council is authorized and directed to execute, acknowledge and deliver, in the name of and on behalf of the City, if requested a letter agreement among the City, the Note Registrar for the Notes and The Depository Trust Company, as depository, to be delivered in connection with the issuance of the Notes to the Depository for use in a book entry system in substantially the form submitted to this Council.

If any Depository determines not to continue to act as a depository for the Notes for use in a book entry system, the City and the Note Registrar for the Notes may attempt to have established a securities depository/book entry relationship with another qualified Depository under this ordinance. If the City and the Note Registrar for the Notes do not or are unable to do so, the City and the Note Registrar for the Notes, after the Note Registrar for the Notes has made provision for notification of the beneficial owners by the then Depository, shall permit withdrawal of the Notes from the Depository and authenticate and deliver note certificates in fully registered form to the assigns of the Depository or its nominee, all at the cost and expense (including costs of printing definitive Notes), if the event is not the result of action or inaction by the City or the Note Registrar for the Notes, of those persons requesting such issuance.

Section 15. The City hereby covenants that it will comply with the requirements of all existing and future laws which must be satisfied in order that interest on the Notes is and will continue to be excluded from gross income for federal income tax purposes, including without limitation restrictions on the use of the property financed with the proceeds of the Notes so that the Notes will not constitute "private activity bonds" within the meaning of Section 141 of the Internal Revenue Code of 1986, as amended (the "Code"). The City further covenants that it will restrict the use of the proceeds of the Notes in such manner and to such extent, if any, as may be necessary, after taking into account reasonable expectations at the time the debt is incurred, so that they will not constitute arbitrage bonds under Section 148 of the Code and the regulations prescribed thereunder (the "Regulations").

The Auditor, or any other officer of the City, including the Mayor, is hereby authorized and directed (a) to make or effect any election, selection, designation, choice, consent, approval or waiver on behalf of the City with respect to the Notes as permitted or required to be made or given under the federal income tax laws, for the purpose of assuring, enhancing or protecting favorable tax treatment or the status of the Notes or interest thereon or assisting compliance with requirements for that purpose, reducing the burden or expense of such compliance, reducing any rebate amount or any payment of penalties, or making any payments of special amounts in lieu of making computations to determine, or paying, any excess earnings as rebate, or obviating those amounts or payments, as determined by the Auditor, which action shall be in writing and signed by the Auditor, or any other officer of the City, including the Mayor, on behalf of the City; (b) to take any and all actions, make or obtain calculations, and make or give reports, covenants and certifications of and on behalf of the City, as may be appropriate to assure the exclusion of interest from gross income and the intended tax status of the Notes; and (c) to give an appropriate certificate on behalf of the City, for inclusion in the transcript of proceedings, setting forth the facts, estimates and circumstances,

and reasonable expectations of the City pertaining to Section 148 and the Regulations, and the representations, warranties and covenants of the City regarding compliance by the City with sections 141 through 150 of the Code and the Regulations.

The Auditor shall keep and maintain adequate records pertaining to investment of all proceeds of the Notes sufficient to permit, to the maximum extent possible and presently foreseeable, the City to comply with any federal law or regulation now or hereafter having applicability to the Notes which limits the amount of Note proceeds which may be invested on an unrestricted yield or requires the City to rebate arbitrage profits to the United States Department of the Treasury. The Auditor of the City is hereby authorized and directed to file such reports with, and rebate arbitrage profits to, the United States Department of the Treasury, to the extent that any federal law or regulation having applicability to the Notes requires any such reports or rebates.

Section 16. The officer having charge of the minutes of the Council and any other officers of the Council, or any of them individually, are hereby authorized and directed to prepare and certify a true transcript of proceedings pertaining to the Notes and to furnish a copy of such transcript to the Original Purchaser. Such transcript shall include certified copies of all proceedings and records of the Council relating to the power and authority of the City to issue the Notes and certificates as to matters within their knowledge or as shown by the books and records under their custody and control, including but not limited to a general certificate of the Clerk of Council and a no-litigation certificate of the Mayor and the Auditor, and such certified copies and certificates shall be deemed representations of the City as to the facts stated therein.

Section 17. The Mayor, Auditor, Budget and Finance Director, Law Director, and Clerk, or any of them individually, are hereby authorized and directed to take such action and to execute and deliver, on behalf of the Council, such additional instruments, agreements, certificates, and other documents as may be in their discretion necessary or appropriate in order to carry out the intent of this Ordinance. Such documents shall be in the form not substantially inconsistent with the terms of this Ordinance, as they in their discretion shall deem necessary or appropriate.

Section 18. The law firm of Bricker & Eckler LLP is hereby appointed to serve as Bond Counsel with respect to this financing.

Section 19. It is hereby found and determined that all formal actions of this Council concerning and relating to the adoption of this ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of 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 Ohio Revised Code.

Section 20. It is hereby determined that all acts, conditions and things necessary to be done precedent to and in the issuing of the Notes in order to make them legal, valid and binding obligations of the City have happened, been done and been performed in regular and due form as required by law; that the full faith, credit and revenue of the City are hereby irrevocably pledged for the prompt payment of the principal and interest thereof at maturity; and that no limitation of indebtedness or taxation, either statutory or constitutional, has been exceeded in issuing the Notes.

Section 21. The Clerk of Council is hereby directed to forward a certified copy of this ordinance to the Auditor of Muskingum County, Ohio.

Section 22. This ordinance is hereby declared to be an emergency measure necessary for the preservation of the public peace, health and safety of the City and its inhabitants for the reason that the Cooperative Agreement requires the City to make its share of the cost of the Project available for immediate

use and so that work on the Project can commence during advantageous weather conditions. Failure to expedite this Ordinance and commence work could result in unfavorable delays posing a threat to the health, safety, and welfare of our citizens, wherefore this ordinance shall take effect and be in force from and immediately after its passage and approval by the Mayor.

Passed: \_\_\_\_\_, 2020

Attest: \_\_\_\_\_  
Susan Culbertson, Clerk of Council

\_\_\_\_\_  
Daniel M. Vincent, President of Council

Approved: \_\_\_\_\_, 2020

\_\_\_\_\_  
Donald L. Mason, Mayor

Approved as to form:

  
\_\_\_\_\_  
David Tarbert, Law Director

CERTIFICATE

The undersigned Clerk of Council hereby certifies that the foregoing is a true copy of Ordinance No. \_\_\_\_\_ duly adopted by the City Council of City of Zanesville, Ohio on \_\_\_\_\_, 2020 and that a true copy thereof was certified to the County Auditor of Muskingum County, Ohio, on \_\_\_\_\_, 2020.

\_\_\_\_\_  
Clerk of Council  
City of Zanesville  
Muskingum County, Ohio

CERTIFICATE OF ESTIMATED LIFE AND MAXIMUM MATURITY

To: The City Council of the  
City of Zanesville, Ohio

The undersigned Auditor of the City of Zanesville, Ohio as the fiscal officer of said City, hereby certifies as follows:

1. The estimated life of the improvements described as follows (the "Improvements") exceeds five years:

ACQUIRING, CONSTRUCTING, INSTALLING, AND EQUIPPING  
PUBLIC INFRASTRUCTURE IMPROVEMENTS NECESSARY FOR  
THE DEVELOPMENT OF THE NATIONAL ROAD BUSINESS  
PARK, INCLUDING AN ACCESS ROAD, WATERLINE  
EXTENSION, AND SEWER LINE UPGRADES AND EXTENSION,  
AND ALL NECESSARY APPURTENANCES THERETO

2. The maximum maturity of the bonds proposed to be issued to pay the cost of the Improvements, calculated in accordance with Section 133.20, Ohio Revised Code, is 30 years, provided that if notes are issued in anticipation of the issuance of such bonds, the maximum maturity of such notes is 20 years.

Dated: July \_\_, 2020

---

Auditor  
City of Zanesville, Ohio

RECEIPT OF COUNTY AUDITOR FOR  
LEGISLATION PROVIDING  
FOR THE ISSUANCE OF  
GENERAL OBLIGATION NOTES

I, Debra J. Nye, the duly elected, qualified, and acting County Auditor in and for Muskingum County, Ohio hereby certify that a certified copy of an ordinance duly adopted by the City Council of the City of Zanesville, on January \_\_\_\_, 2020, providing for the issuance of general obligation notes designated City of Zanesville, Ohio National Road Business Park Infrastructure Notes, Series 2020, in the amount of not to exceed \$1,550,000 was filed in this office on \_\_\_\_\_, 2020.

WITNESS my hand and official seal at Zanesville, Ohio this \_\_\_\_ day of \_\_\_\_\_, 2020.

[SEAL]

\_\_\_\_\_  
County Auditor  
Muskingum County, Ohio

**ORDINANCE NO. 2020-91  
INTRODUCED BY COUNCIL**

**AN ORDINANCE AUTHORIZING THE ASSESSMENT OF LIENS AGAINST CERTAIN  
PROPERTIES WITH DELINQUENT BILLS, AND DECLARING AN EMERGENCY**

**WHEREAS**, the City of Zanesville, Ohio is authorized by sections 743.04 and 729.49 of the Ohio Revised Code to charge rents for water and sewage services and to certify delinquent rents to the County Auditor to facilitate the assessment of a lien against the property; and

**WHEREAS**, there are delinquent accounts of certain property owners from which the City has been unable to collect charges due and of which the delinquent owners have been notified; and

**WHEREAS**, the City desires to exercise its authority in regards to delinquent water and sewage bills now and in the future; and

**WHEREAS**, the City provided several months' notice to the property owners that have delinquent accounts to pay by May 31, 2020 or the lien would be filed thereafter; and

**WHEREAS**, Muskingum County Auditor's Office has established September 1, 2020, as the deadline date (ORC 727.30) to file property assessments, necessitating that this ordinance be adopted as an emergency legislation; and

**WHEREAS**, failure to timely file the assessments and collect the monies owed to the two utilities results in reduced revenues to pay annual operation, maintenance and replacement costs and without such maintenance and repair could threaten the health, safety, and welfare of our citizens; therefore it is in the public's best interest to pass the ordinance as emergency legislation.

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

**SECTION ONE:** Each water or sewer charged in accordance with the Ordinances or Regulations of the City of Zanesville shall constitute a lien upon the corresponding lot, parcel, building or premises served by a connection to the water or sewer system of the City of Zanesville. If the same is not paid in full within 22 days after becoming due, such delinquency shall be certified to the Muskingum County Auditor by the Public Service Director or the Clerk of Council. Upon certification, the lien shall vest, and the Auditor shall place the same on the tax duplicate of the County with the interest and penalties allowed by law and to be collected in the same manner as other taxes.

**SECTION TWO:** City Council hereby authorizes the Public Service Director or City Clerk to file delinquent water and sewer assessments for the period beginning January 1, 2019, and ending December 31, 2019 with the Muskingum County Auditor against subject parcels indicated in Attachment A in the total amount of \$131,327.85. These charges will be placed on the 2020 taxes, payable in 2021, for a one-year term.

**SECTION THREE:** The Public Service Director is authorized to remove a lien upon payment in full of a delinquent account.

**SECTION FOUR:** Assessments and certifications regarding water and sewer delinquencies may be made at any time.

**SECTION FIVE:** 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

Ordinance No. 2020-91

**ATTEST:**

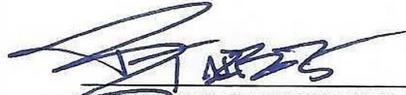
\_\_\_\_\_  
SUSAN CULBERTSON  
CLERK OF COUNCIL

\_\_\_\_\_  
DANIEL M. VINCENT  
PRESIDENT OF COUNCIL

**APPROVED:** \_\_\_\_\_, 2020

\_\_\_\_\_  
DONALD MASON  
MAYOR

**THIS LEGISLATION  
APPROVED AS TO FORM**

  
\_\_\_\_\_  
**LAW DIRECTOR'S OFFICE**

## City of Zanesville

Water, Sewer, Storm Sewer &amp; Combined Sewer Overflow January 1, 2019-December 31, 2019- One Year

Parcel Number	Service Address	Owner Name	Total
82-02-02-22-000	1001 Clay Street	Bruce & Rebecca Wigal	\$ 43.01
82-02-01-28-000	907 Federal Ave	Paul I Tracy	\$ 125.52
82-04-04-33-000	725 Arch St	Gary R Russell, II & Julie M Perry	\$ 655.70
82-05-03-30-000	1131 Arch St	Y-City Property Improvement Group, LLC	\$ 13.01
82-02-01-46-000	1118 Arch St.	Joseph M & Pamela S Ankrom	\$ 16.36
82-04-03-28-000	819 Race St.	Jack L Barnett	\$ 147.46
82-05-03-18-000	1132 Race St.	Douglas Ray	\$ 287.62
82-10-01-03-000	1519 Maysville Ave.	Y-City Property Improvement Group, LLC	\$ 1,083.63
82-10-01-04-000	1525 Maysville Ave	Y-City Property Improvement Group, LLC	\$ 25.60
82-09-01-33-000	625 Alfred St	Sarge Properties, LLC	\$ 176.63
82-09-01-25-000	729 Alfred St.	Louissa Summers	\$ 18.84
82-10-01-29-000	1516 Pine St.	CPS Rental Services, LLC	\$ 63.39
82-10-03-17-000	865 Grove Ave.	Bobbi J Spofford	\$ 312.48
82-12-02-12-000	910 Talley Ave.	Sandra S Pritchard	\$ 28.10
82-11-01-15-000	1214 Eppley Ave.	BM Palmer	\$ 51.22
62-53-01-15-000	1380 S Westwood	Tabatha G Willett	\$ 47.15
82-16-03-16-000	1004 Seborn Ave.	The Guy R Ring Corporation	\$ 155.06
82-17-03-03-000	1042 Seborn Ave	ETM Construction of OH LLC	\$ 340.49
62-32-01-21-000	1285 Roper Ave #1	1710 South River LLC	\$ 27.98
82-15-05-05-000	442 Seborn Ave	Tara D Forker	\$ 226.48
82-17-02-10-000	1128 Lindbergh Ave	Cynthia J Batstra	\$ 513.28
82-21-02-02-000	1002 Sevall St	Ruth A & Paul J Soller	\$ 570.20
82-21-02-06-000	1026 Sevall St.	Kelscon Enterprises, LLC	\$ 310.70
82-21-03-76-000	1060 Luck Ave	Roger & Virginia Johnson	\$ 555.20
82-21-03-20-000	921 Fess St.	RSJS Rentals	\$ 320.96
82-21-03-07-000	932 Fess St	Almeda G Tabler	\$ 328.11
82-21-03-08-000	936 Fess St	Randy L Sutton	\$ 132.55
82-21-02-36-000	1019 Pine St	Total Property Resources	\$ 55.33
82-21-02-23-000	1077 Pine St #2	Y-City Property Improvement Group, LLC	\$ 49.44
82-16-01-01-000	1101 Pine St	Kelli D Vandegriff	\$ 451.52
82-15-05-45-000	503 Eppley Ave	Kristopher & Terri Osborn	\$ 570.20
82-15-05-33-000	623 Eppley Ave	Brian Cohen	\$ 174.00
82-13-01-07-000	510 Eppley Ave.	Trevor & Shannon Meek	\$ 156.81
81-08-03-03-000	1110 Woodlawn Ave.	Ronald W Jepsen	\$ 78.91
81-08-04-11-000	1236 Woodlawn Ave.	John Kemp	\$ 283.38
81-13-02-14-000	1229 Lake Dr	Total Property Resources	\$ 12.72
81-12-03-01-000	1253 Lake Dr.	Kelscon Enterprises LTD	\$ 53.34
81-14-02-07-000	228 Weller Ave	Jason Stewart	\$ 570.20
81-09-04-18-000	1423 Putnam Ave.	Robert Daughtery	\$ 411.52
81-07-02-05-000	1016 Putnam Ave	Diane Mayle	\$ 258.31
81-07-02-17-000	1070 Putnam Ave	Terry Bell	\$ 186.02
81-08-02-04-000	1116 Putnam Ave.	Airo Property Development LLC	\$ 99.80
81-09-05-10-000	1444 Putnam Ave	Dedra A Wisecarver	\$ 570.20
81-08-04-02-000	220 Johnson St.	Jeffrey Oxley	\$ 139.00

## Attachment to Ordinance No. 2020-91

81-06-02-25-000	951 Moxahala Ave	Michelle Pierce	\$	185.10
81-07-02-21-000	1051 Moxahala Ave.	Judson L Carnes	\$	45.12
81-07-01-06-000	1024 Moxahala Ave	John Evan Williams, JR	\$	555.20
81-07-01-16-000	1060 Moxahala Ave.	Michael Foster	\$	207.99
81-08-01-08-000	1104 Moxahala Ave.	Tad Sowers	\$	231.46
81-08-06-06-000	1220 Moxahala Ave.	Kenny Atkins	\$	56.44
81-09-01-14-000	1327 E Muskingum	Kenny Atkins Jr.	\$	175.01
81-03-02-23-000	639 Moxahala Ave	John Freeman	\$	463.12
81-05-03-26-000	841 Moxahala Ave.	Kenny Atkins Jr.	\$	212.98
81-04-02-26-000	109 Harrison St.	Chah LLC	\$	191.13
81-05-03-22-000	103 Pierce St	Y-City Property Improvement Group, LLC	\$	61.36
81-05-03-21-000	109 Pierce St	Harry Moore	\$	575.64
81-06-02-04-000	116 Pierce St	Charles T La Grange	\$	569.03
81-18-03-10-000	547 Putnam Ave	Sally Tompkins	\$	696.71
81-03-02-09-000	640 Putnam Ave	John C Baker	\$	17.00
81-06-02-16-000	946 Putnam Ave	Lance Shirer	\$	361.73
81-06-02-18-000	950 Putnam Ave	Lance Shirer	\$	284.84
81-19-03-14-000	353 Woodlawn Ave	Quality Business Investments LLC	\$	17.43
81-16-02-11-000	820 Woodlawn Ave	Earl Butcher	\$	626.35
81-19-02-09-000	233 Adams St	Laralyn Sasaki	\$	185.43
81-17-03-17-000	225 Van Buren St.	Tad Sowers	\$	245.53
81-17-04-03-000	230 Van Buren St.	David H Shriner	\$	121.86
81-17-04-02-000	236 Van Buren	John Mcfarland	\$	10.52
62-30-01-27-000	2274 Coopermill Rd.	Debra E Lemmon	\$	118.50
82-33-02-12-000	703 Indiana St	Michael Ford	\$	24.00
82-30-01-31-000	712 Indiana St	Donnie G Carsey Sr	\$	396.09
83-05-01-13-000	509 Baker St.	Joyce A Skeens	\$	319.68
82-33-03-18-000	607 Baker St	Kathleen Dickinson	\$	263.46
82-33-02-21-000	608 Baker St.	Shelter Investments	\$	200.04
82-33-02-23-000	618 Baker St	Hollie & Gladys Newman	\$	570.20
82-33-02-02-000	732 Pine St.	Total Property Resources	\$	145.62
82-33-02-04-000	742 Pine St	Brian Scott Crist	\$	245.24
82-37-02-17-000	558 Pine St.	Dennis Coen	\$	74.43
83-09-02-10-000	701 Shelby St	Audra J Goldsmith Riggs	\$	570.20
82-37-02-02-000	513 Carey St.	Tasha Hill	\$	289.23
82-37-02-30-000	521 Carey St	Lawrence Starcher	\$	667.22
82-37-02-29-000	523 Carey St	Lawrence Starcher	\$	570.20
82-33-03-22-000	645 Cliffwood Ave	Zachary K Mayle	\$	459.67
83-08-03-10-000	414 Cliffwood Ave	Oscar Edwards	\$	593.59
83-05-01-03-000	614 Cliffwood Ave	Joshua Newton	\$	616.47
83-28-03-06-000	829 W Muskingum Ave	Total Property Resources	\$	110.86
83-18-09-29-000	433 Pine St	Total Property Resources	\$	408.90
83-20-01-08-000	604 Grandview Ave	Kevin Dallas Martin Jr.	\$	169.89
83-20-01-10-000	618 Grandview Ave	Keith Elliott	\$	18.13
83-19-01-47-000	369 Oak St.	Cottonwood Property	\$	77.93
83-19-01-42-000	635 Bates St.	Kenny Atkins	\$	188.70
82-39-02-02-000	830 Nancy Ave	Lori Wilson	\$	513.28

## Attachment to Ordinance No. 2020-91

82-29-01-17-000	832 Luck Ave	Tad Sowers	\$	130.14
82-29-03-24-000	835 Larzelere Ave.	Benjamin Gruenbaum	\$	592.44
82-39-03-08-000	796 Larzelere Ave.	Kenny Atkins	\$	20.63
83-18-02-21-000	339 Luck Ave.	Rosemary Dotson	\$	522.59
83-18-08-02-000	419 Luck Ave	Y-City Property Improvement Group, LLC	\$	106.61
83-18-09-16-000	410 Luck Ave	Jean A Butcher	\$	555.97
83-10-01-14-000	452 Luck Ave	T & E Rentals	\$	50.20
83-10-01-15-000	458 Luck Ave	T & E Rentals	\$	509.10
83-10-01-18-000	472 Luck Ave	T & E Rentals	\$	158.70
82-38-02-07-000	516 Luck Ave	Derron & Dons Property	\$	307.38
82-38-02-13-000	546 Luck Ave	John C Smith	\$	10.92
83-18-09-07-000	838 Ayers St	Ryan Hardman	\$	52.38
83-18-09-14-000	924 Ayers St	Morgan Crestviws LLC	\$	21.59
82-34-05-25-000	721 Munson Ave.	Wilkes First Properties LLC	\$	481.88
82-34-02-19-000	903 Ohio St.	Quality Realty-Keith Elliott	\$	60.42
83-20-02-06-000	254 Columbia St.	Y-City Improvement Group	\$	93.79
83-27-07-09-000	112 Luck Ave	Robert Starcher	\$	278.56
83-22-03-05-000	204 Luck Ave	Harley Jackson	\$	408.17
83-22-03-08-000	224 Luck Ave.	Y-City Improvement Group	\$	297.12
83-18-06-04-000	417 Abington Ave	Deven Sowers & Toni Burrell	\$	155.24
83-18-02-07-000	324 Abington Ave	Demetrio E Jimenez Ruiz	\$	187.16
83-18-02-12-000	348 Abington Ave.	Anthony Saad	\$	177.08
83-18-07-10-000	432 Abington Ave.	Y-City Improvement Group	\$	84.03
83-17-02-28-000	337 Abington Ave.	Kelscon Enterprises	\$	196.77
83-16-01-05-000	417 Brighton Blvd	BLS Enterprises LLC	\$	570.20
83-03-02-02-000	549 Brighton Blvd	Charles J Denman	\$	167.61
82-35-02-23-000	723 Brighton Blvd.	Joseph F Hargrove & Tina R Lavy	\$	159.27
82-35-02-19-000	745 Brighton Blvd	Kendra Paul	\$	570.20
82-35-05-01-000	765 Brighton Blvd.	Joseph R Boeshart	\$	186.84
83-17-01-04-000	232 Brighton Blvd	MVL Properties	\$	193.17
82-35-01-13-000	739 Homewood Ave	Zanesville Properties LLC	\$	38.09
82-34-03-12-000	756 Homewood Ave-Rea	Arie Ltd.	\$	105.16
82-35-03-02-000	706 Westbourne Ave	Cottonwood Property	\$	98.75
82-35-02-07-000	718 Lexington Ave	Giovanni A Kemp	\$	398.63
82-35-05-04-000	774 Lexington Ave	Clarence Brown	\$	570.20
82-28-02-08-000	860 Lexington Ave	Wells Fargo Bank	\$	570.20
82-28-02-13-000	884 Lexington Ave	Wells Fargo Bank	\$	570.20
83-03-02-16-000	1413 Stanberry Ave	Robert Ward	\$	570.20
83-18-05-02-000	407 Clark St	Rebecca Deleon	\$	570.20
83-11-04-08-000	567 Dryden Rd	Brian Crist	\$	49.98
83-11-04-13-000	599 Dryden Rd	Sargeant Properties	\$	505.01
82-36-03-16-000	763 Dryden Rd	James Morgan/Lisa Ehrnfield	\$	153.62
82-36-02-22-000	799 Dryden Rd	Y-City Improvement Group	\$	108.02
82-36-05-01-000	843 Dryden Rd	Charles F Strain	\$	234.15
82-36-05-13-000	847 Dryden Rd	Tad Sowers	\$	91.30
83-11-03-02-000	548 Dryden Rd	Donald Mozena	\$	104.15
83-11-03-05-000	598 Dryden Rd	Bethan & Todd Harris	\$	1,944.52

## Attachment to Ordinance No. 2020-91

83-03-02-20-000	622 Dryden Rd	Kelscon Enterprises	\$	326.26
82-36-01-02-000	744 Dryden Rd	Charlene Y McNerney	\$	55.56
82-36-01-02-000	746 Dryden Rd	Charlene Y McNerney	\$	133.15
82-36-06-09-000	842 Dryden Rd	John M Kemp	\$	654.40
82-36-06-15-000	809 Westbourne Ave	Peter/Vicki Rapol	\$	157.62
82-36-06-13-000	817 Westbourne Ave	Westbrooke Rental Properties	\$	203.35
82-35-03-16-000	1415 Indiana St	Joseph Boeshart	\$	71.88
82-35-04-04-000	1424 Indiana St	Michael R Smith Jr.	\$	121.72
82-36-02-06-000	1626 Owens St R	Thea Burette	\$	146.72
83-12-06-12-000	457 Schaum Ave	Zachary Tucker	\$	278.48
83-12-06-16-000	509 Schaum Ave	Barbara Cravenor	\$	364.56
83-12-05-18-000	466 Schaum Ave	Terry M Bocook	\$	48.23
83-02-04-04-000	528 Schaum Ave	Y-City Improvement Group	\$	102.00
83-02-04-36-000	625 Spangler Ave	Mabel Barner	\$	96.30
83-01-03-05-000	723 Spangler Dr	Hunter L Huffman	\$	46.06
83-01-03-13-000	757 Spangler Dr	Linda L Ritterbeck	\$	35.18
83-12-04-02-000	444 Spangler Dr	Chad E Allen	\$	273.77
83-12-04-04-000	454 Spangler Dr	Jeff Johnson	\$	54.12
83-12-04-06-000	462 Spangler Dr	Vickie Erichsen	\$	570.20
83-02-03-21-000	616 Spangler Dr	Erin Swingle	\$	570.20
83-02-03-25-000	630 Spangler Dr	Heather Quick	\$	127.14
83-01-04-02-000	704 Spangler Dr-R	Charles Strain	\$	75.78
83-22-05-03-000	1181 Ridge Ave	Laura Moses	\$	555.97
83-22-05-07-000	1209 Ridge Ave	JTAD Arnold Properties	\$	374.33
83-23-02-29-000	1301 Ridge Ave	Chad E Allen	\$	133.90
83-23-02-28-000	1305 Ridge Ave	Chad E Allen	\$	155.21
83-17-03-09-000	1433 Ridge Ave	T & E Rentals	\$	14.42
83-15-03-23-000	1711 Ridge Ave	Robert Q Jones	\$	91.47
83-27-06-22-000	1124 Ridge Ave	Charles F Strain	\$	247.17
83-23-88-02-000	1322 Ridge Ave	Joanna Swingle	\$	570.20
83-17-05-01-000	1402 Ridge Ave	Total Property	\$	408.01
83-15-06-03-000	1570 Ridge Ave	Amanda R Hunt	\$	394.93
83-12-05-05-000	1730 Ridge Ave	Edwards Properties	\$	570.55
83-17-05-39-000	315 Mead St	Brad Mack	\$	271.37
83-17-05-38-000	319 Mead St	Lakean M Fields	\$	60.31
83-17-02-08-000	326 Mead St	Asempa Ventures	\$	111.09
83-16-03-17-000	417 Bailey ST	Geraldine Fleming	\$	570.20
83-16-02-06-000	394 Bailey St	Krystopher Cortez	\$	79.35
83-12-01-15-000	518 Hedgewood Ave	Thomas L Taylor	\$	337.98
83-16-01-09-000	1323 Hickory St	Peter Vicki Rapol	\$	126.84
83-12-02-04-000	1559 Hickory St	Terry R Bell	\$	104.12
17-99-03-38-000	303 Oakland Ave	Randall & Teresa Kopchak	\$	142.16
83-26-05-05-000	1244 W Main St	Westbrooke Rental Properties	\$	437.11
83-25-04-01-000	1753 Quincey St	James Jones II	\$	348.06
83-14-01-16-000	333 Stewart St	Terry R Bell	\$	214.14
83-14-01-06-000	385 Stewart St	T & H Rentals LLC	\$	494.46
83-14-02-11-000	336 Stewart St	Trevor J Meek	\$	461.71

## Attachment to Ordinance No. 2020-91

83-24-03-08-000	235 Schaum Ave	Tara Forker	\$	510.45
83-15-04-15-000	355 Schaum Ave	Total Property Resources	\$	13.75
83-15-03-04-000	258 Schaum Ave	Michael P & Aimee L Walls	\$	570.20
83-15-03-10-000	324 Schaum Ave	324 Schaum Ave LLC (James Loyd	\$	147.98
83-24-04-01-000	201 Florence Ave	Wilkes First Properties LLC	\$	38.35
83-24-05-02-000	204 Florence Ave	Sarge Properties, LLC	\$	201.80
83-24-01-20-000	1601 Penn St	Robin B Smart	\$	158.20
83-24-02-16-000	123 Amazon Hill	Trisha A Shafer	\$	224.88
83-23-04-07-000	129 Corwin Ave	Victoria Barrientos	\$	142.30
83-23-04-11-000	147 Corwin Ave	Nathaniel E Skinner	\$	754.33
83-23-05-04-000	211 Corwin Ave	Tara Forker	\$	179.04
83-23-05-06-000	223 Corwin Ave	Total Property Resources	\$	12.80
83-23-06-01-000	204 Corwin Ave	Y-City Improvement Group	\$	119.61
83-23-07-16-000	1502 Carroll St	Y-City Improvement Group	\$	268.40
83-23-02-05-000	126 Mead St	Baaack 40 Farm Family LTD Trust	\$	34.57
83-23-02-13-000	220 Mead St	Ron West	\$	263.99
83-23-01-15-000	176 Brighton Blv	Don & Mary Caldwell	\$	1,728.99
83-23-01-28-000	103 Chapman St	Lisa Krouskoupf	\$	220.59
83-23-01-01-000	104 Chapman St	Eric Runkle	\$	204.03
83-27-05-25-000	138 Chapman St	Harry Krouskoupf	\$	193.91
83-27-05-11-000	1227 Melrose Ave	David Norman	\$	397.30
83-27-06-04-000	904-06 Main St	Jimmie R Gee Jr	\$	891.44
83-41-02-13-000	1117 Keen St	Raymond & Alberta Harris	\$	428.17
83-41-03-05-000	1118 Keen St	Maggie Young	\$	187.20
83-40-02-26-000	1213 Lee St	Peggy Naomi Guy	\$	246.81
83-40-02-20-000	1303 Lee St	Esther Goines	\$	319.14
83-39-03-17-000	1534 Railroad St	Walter Fowler	\$	570.20
83-39-05-15-000	1540 Walnut St	Vickie Mayle	\$	304.00
83-35-02-12-000	829 Jackson St	Oluyomi Ogunniran	\$	20.20
83-41-01-17-000	907 Keen St	Gregg Norris	\$	570.20
83-41-02-05-000	1011 Keen St	Priscilla A Dungee	\$	291.96
83-35-02-13-000	830 Keen St	Total Property Resources	\$	118.86
83-36-01-05-000	854 Keen St	Darla Churchill	\$	65.79
83-41-05-05-000	926 Keen St	Lorena Norris Estate	\$	1,379.11
83-41-04-08-000	1036 Keen St	Timothy F Joy Est	\$	520.74
83-42-03-11-000	854 Turner St	Kevin L Burrell	\$	485.99
17-86-06-11-000	440 Camden Rd	Max Vousden Kocher	\$	289.65
17-86-02-14-000	2175 Galena Ave	Lynn & John Dooley	\$	751.33
84-19-01-02-000	407 Fairbanks St	Kelscon Enterprises	\$	343.90
85-09-03-09-000	1503 Maple Ave	MVL Properties	\$	254.46
85-09-02-15-000	1633 Maple Ave	Y-City Improvement Group	\$	106.30
85-10-02-04-000	1634 Maple Ave Apt B	Joseph R Boeshart	\$	133.24
85-10-02-03-000	1640 Maple Ave	Rococo Properties	\$	16.36
85-10-02-02-000	1646 Maple Ave	Rococo Properties	\$	98.56
85-21-02-09-000	2016 Maple Ave	Kevin M Baker	\$	219.62
85-05-04-21-000	1507 Bluff St	Ronald H Westerheide	\$	144.84
84-19-02-07-000	1015 Linden Ave	Edward Swartz	\$	234.20

## Attachment to Ordinance No. 2020-91

84-11-02-12-000	516 Adair Ave	Y-City Improvement Group	\$	131.90
84-57-02-02-000	1307 Central Ave	Karen Pletcher Trust (Dishon)	\$	74.24
84-57-05-07-000	1228 Central Ave	James Bradford Cunningham	\$	170.12
85-10-04-08-000	1509 Euclid Ave	Evolution Investments	\$	168.48
84-22-02-13-000	1226 Miller St	Darion R Trott	\$	11.16
84-22-03-03-000	490 Forest Ave	Kenneth Atkins JR	\$	88.55
85-05-05-11-000	467 Sheridan St	Lori Merritt	\$	93.15
85-05-06-08-000	430 Sheridan St	Henry R Winkelmes	\$	232.59
85-11-05-07-000	1630 Euclid Ave	GM MGMT	\$	127.22
85-17-04-06-000	529 Clyde Ct	David Stahl	\$	568.56
85-11-07-13-000	429 VanHorn Ave	Elegy Investments	\$	137.08
85-10-05-18-000	501 Van Horn Ave	Ohio Rentals	\$	67.36
85-05-02-07-000	1539 May St	MVL Opportunities Fund	\$	376.44
85-15-05-23-000	1681-85 Linden Ave	Low Cost Cars of Ohio	\$	401.43
85-23-02-22-000	2011 Linden Ave	Fleischer Life Est, Elsie	\$	568.56
85-15-01-10-000	1702 Linden Ave	Martha May	\$	238.55
85-25-05-06-000	220 Tileston Ave	Ed Houk	\$	695.25
85-23-03-01-000	220 Tileston Ave	Ed Houk	\$	56.92
85-25-05-14-000	220 Tileston Ave	Ed Houk	\$	209.03
85-34-04-17-000	2311 Linden Ave	Dan Reinstette	\$	60.34
85-25-02-24-000	2231 Hoge Ave	James Hall	\$	37.41
85-25-02-25-000	2235 Hoge Ave	Amanda & Gary Clark	\$	180.21
85-25-01-15-000	2114 Hoge Ave	Shannon Meek	\$	25.84
85-34-04-07-000	2338 Hoge Ave	Harbour Portfolio	\$	242.44
85-34-04-06-000	2342 Hoge Ave	Ray Hoy	\$	196.69
85-34-02-32-000	2315 Armco Ave	Heather Burton	\$	568.56
85-25-02-03-000	2202 Armco Ave	Lucie Gerber Hhlavckova	\$	138.88
85-11-06-21-000	1643 Norwood Blvd.	Total Property	\$	641.28
85-29-06-12-000	2069 Norwood Blvd	Michael Carpenter	\$	50.91
85-26-02-08-000	387 Englewood Ave	Michael Smith	\$	318.91
85-27-02-33-000	2125 Dresden Rd	Brandon Ernst	\$	220.15
85-21-02-06-000	540 Glendale #2	Bobbi Spofford	\$	101.91
85-28-03-06-000	2326 Verneva St	James Pierson	\$	119.39
85-27-01-16-000	507 Brookover St	Dodson/RGD Rental Improvements	\$	25.12
85-29-04-03-000	407 Winton Ave	Jon T Arnold	\$	67.96
85-28-01-15-000	538 Winton Ave	Stephen Wingo	\$	294.36
85-29-02-08-000	374 Livingston	Kevin Baker	\$	21.29
85-33-03-06-000	355 Newman St	Phyllis Duckett	\$	159.94
17-39-08-55-000	257 E Military Rd	257 E Military Rd LLC	\$	201.97
86-09-01-05-000	631 W Taylor St	Nathan Homes	\$	652.98
86-08-02-09-000	2338 Marion Ave	Joseph Hargrove	\$	66.68
86-11-02-13-000	2410 Marion Ave	Joseph Hargrove	\$	28.95
86-13-01-16-000	2430 Hartford Ave	Sandra Stewart	\$	247.22
86-15-03-18-000	849 Wabash	David Hoover	\$	192.08
86-15-02-25-000	847 Leonard Ave	Ellise Bollinger	\$	59.43
86-15-01-05-000	740 Princeton Ave	740 Princeton RE Holdings	\$	79.87
86-19-01-04-000	2950 Fairway LN A7	Fairway Park Green Association (Ritchey)	\$	225.52

## Attachment to Ordinance No. 2020-91

86-30-02-35-000	1229 Military Rd	Trent P Dillon	\$	86.85
86-30-01-42-000	3295 Fairway Lane	John Frenzley	\$	142.83
86-30-01-41-000	3305 Fairway Lane	John Frenzley	\$	507.12
86-19-01-06-522	2985 Fairway LN C10	DC Capital Ltd	\$	167.15
17-37-04-31-000	920 Garden Rd	Robin S Gildow/Virginia Taylor LifeEst	\$	43.88
17-37-05-08-000	864 Orchard Hill Rd	Betty Utt	\$	77.24
17-37-05-18-000	950 Orchard Hill Rd	Witten Commercial LLC	\$	75.97
17-27-01-25-000	1340 Richey R	Mark Spillman	\$	93.03
85-19-01-04-000	1944 Myrtle Ave	Jtad Arnold Properties	\$	77.53
85-20-02-11-000	2028 Hazel Ave	Russell E Schroder	\$	20.35
85-19-01-02-000	722 Jacobs St	David Deem	\$	355.11
84-05-03-03-000	918 Laurel Ave	SSSH Properties	\$	54.88
17-76-02-05-001	1815 Adams Ln	Jerry Williams	\$	56.70
84-09-02-22-000	1031 Convers Ave	Tina M Taylor	\$	217.14
84-05-03-18-000	951 Adair Ave	Alex T Nash	\$	190.07
84-08-01-07-000	1066 Blue Ave	Ashley Christine Johnson-Tr	\$	317.65
84-18-04-06-000	804 Maple Ave	Cheryl McCullough TR (Zullo)	\$	145.69
84-13-05-03-000	962 McIntire Ave	Westbrooke Rental Properties	\$	35.76
84-13-04-06-000	1044 McIntire Ave	Charles Carr	\$	568.56
84-12-01-06-000	838 Western Ave	Helen Mayle	\$	511.64
84-13-04-13-000	1147 Roosevelt Ave	T & H Rentals LLC	\$	270.90
84-12-01-04-000	1160 Roosevelt Ave	John Peshak	\$	401.29
84-17-02-12-000	770 Findley Ave	Trevor & Shannon Meek	\$	143.10
84-39-01-34-000	312 Fox Ave	Dan Reinstette	\$	54.57
84-39-01-33-000	320 Fox Ave	Tedd Murphy	\$	568.56
84-39-02-12-000	1325 Playford Ave	Boyd Blackwell	\$	41.61
84-38-01-18-000	1233 Canfield Ave	Stephanie Ford	\$	53.45
84-38-06-06-000	1228 Canfield Ave	Brian A Haren	\$	54.80
84-38-05-10-000	467 Warwick Ave	Unique Jackson	\$	510.47
84-38-05-13-000	477 Warwick Ave	Total Property Resources	\$	60.99
84-38-04-07-000	507 Warwick Ave	Marchelle N Francey	\$	517.26
84-38-03-08-000	520 Warwick Ave	Wilkes First Properties LLC	\$	56.89
84-43-03-09-000	1067 Mound St	Joshua & Susan Newton	\$	187.70
84-38-01-08-000	1216 Blandy Ave	Y-City Improvement Group	\$	169.62
84-38-01-06-000	1226 Blandy Ave	Y-City Improvement Group	\$	46.98
84-39-02-03-000	1308 Henry St	Brittany Hardy & Cody Basehart	\$	44.82
84-47-01-12-000	877 Goddard Ave	Ronald & Carol Stotts	\$	107.58
84-47-01-14-000	895 Goddard Ave	Robert & Christie Hayhurst	\$	217.34
84-46-01-10-000	1125 Gattrell St	Harold & Judy Oiler	\$	568.56
84-50-01-14-000	1320 Lewis Dr	Amber D Kopchak (Sweeney)	\$	21.59
84-54-01-16-000	1640 Lewis Dr	Y-City Improvement Group	\$	178.74
84-49-01-04-000	1281 Adamsville Rd	Michael Bennett	\$	383.73
84-53-01-08-000	1547 Adamsville Rd	Margery F Leroy	\$	568.56
84-50-01-01-001	1416 Mitchell Ave	Joseph & Pamela Ankrom	\$	51.11
84-53-01-12-000	1541 Adamsville Rd	Christ The King Catholic Church	\$	411.58
81-63-02-12-000	625 Main St #3	Paul S Emory	\$	47.95
81-58-02-53-000	1015 E Main St	Greenwood Homes LLC	\$	40.36

## Attachment to Ordinance No. 2020-91

81-58-02-56-000	1027 E Main St	Greenwood Homes LLC	\$	324.71
84-58-02-06-000	114 N 6th St	Tiger Homes LLC	\$	315.82
84-25-01-16-000	210 N 7th St	210 N 7th St LTD (Derrick Moorehead)	\$	133.51
81-62-03-17-000	149 S 7th St	Lorri Bay	\$	570.20
84-58-04-09-000	732 Market St	Ankrum Rentals LLC	\$	124.16
84-25-04-26-000	719 Orchard St	Total Property Resources	\$	267.63
84-25-03-02-000	622 Shinnick St	Clarence Bosehart	\$	207.12
20-21-09-19-000	626 Market St	Danny Hartman	\$	139.16
81-57-03-49-000	930 Harvey St	Bank of New York	\$	269.06
81-58-02-18-000	943 Silliman	Peter Rapol	\$	160.52
84-58-04-19-000	717 Fountain Square	John S Cannon	\$	570.20
81-51-03-21-000	303 Wayne Ave	Tomwood LLC	\$	126.54
81-51-03-07-000	317 Wayne Ave	Monastery of St Jude Thaddeus	\$	185.89
81-50-98-18-000	473 Wayne Ave	Wilma Good	\$	570.20
81-50-99-05-000	430 Wayne Ave	Tina M Taylor	\$	73.10
81-50-99-11-000	468 Wayne Ave	Michael Allen Bennett	\$	11.14
81-40-02-04-000	556 Wayne Ave	Miguel Ramos	\$	570.20
81-41-01-01-000	568 Wayne Ave	Teddylee R Besser	\$	1,443.74
81-62-05-11-000	813 Marietta St	Leonard R Tribler	\$	28.98
81-57-03-80-000	1027 Marietta St	Curtis & Lila Fansler	\$	61.45
81-56-03-13-000	1115 Marietta St	Sherry L McCormick	\$	422.75
81-52-03-05-000	962 Marietta St	Julie C Richley TR	\$	304.97
81-52-01-20-000	1020 Marietta St	Frank O Harvey Jr.	\$	21.26
81-53-02-10-000	1167 Grant St	Roy Reed	\$	555.97
81-53-03-13-000	1161 Sharon Ave	Marlene Moore	\$	79.24
81-52-03-10-000	922 Sharon Ave	Lisa Fouch	\$	186.47
81-52-05-12-000	1078 Sharon Ave	Stacy Holskey	\$	570.20
81-52-05-11-000	1082 Sharon Ave	Kenny Kimble& Scott Caplinger	\$	208.67
81-53-01-13-000	1257 Sharon Ave	Tomwood LLC	\$	60.73
81-53-01-22-000	1299 Sharon Ave	Sandra K Lorey	\$	293.57
81-42-01-13-000	1144 Selsam Ave	Kenny Atkins	\$	57.88
81-43-02-05-000	555 Haessler Ave	Brenda Howard	\$	499.05
81-37-01-02-000	1452-R Sunrise	Michael A Hansel	\$	570.20
81-48-01-06-000	1234 Danville St	Carl Tipton	\$	847.56
81-56-02-12-000	1251 Moore St	Kelscon Enterprises	\$	269.22
84-28-02-48-000	14 Green St	Charles Sebastian Remodeling	\$	79.29
81-56-03-33-000	103 Glessner Ave	Hope Mitchell	\$	187.34
81-56-01-11-000	110 Glessner Ave	Bernard Harper	\$	141.54
81-60-02-22-000	20 Southard Ave	Trevor & Shannon Meek	\$	132.03
84-27-06-10-000	1229 Wheeling Ave	Taunya Johnson	\$	174.67
81-59-03-11-000	1212 Wheeling Ave	Walter D Delgado	\$	570.20
81-59-01-10-000	1226 Wheeling Ave	John Kemp	\$	71.42
81-59-01-08-000	1236 Wheeling Ave	Patricia A Banyai	\$	570.20
81-60-02-11-000	1380 Wheeling Ave	Double S Joint Investments	\$	165.67
73-03-06-09-000	1688 Wheeling Ave	Tony Anderson	\$	141.59
81-60-01-11-000	34 Ceramic Ave	Darion Trott	\$	77.44
84-28-02-30-000	27 Cemetery Ave	Bilharp Properties LLC	\$	104.35

## Attachment to Ordinance No. 2020-91

84-27-02-21-000	1095 Greenwood Ave	Greenwood Homes LLC	\$ 74.17
84-27-05-13-000	1136 Greenwood Ave	Joshua & Susan Newton	\$ 208.47
81-58-01-05-000	1054 Wheeling Ave	Margery F Moody	\$ 570.20
81-59-03-28-000	1116 Wheeling Ave	George T Champagne	\$ 148.95
81-59-03-24-000	1130 Wheeling Ave	Phillip Durant	\$ 404.23
81-59-03-21-000	1152 Wheeling Ave	Charles W Lewis Jr	\$ 260.70
84-27-05-22-000	1151 Wheeling Ave	Edna Mayle	\$ 570.20
84-27-05-28-000	1171 Wheeling Ave	Total Property Resources	\$ 117.08
84-27-05-31-000	1185 Wheeling Ave	Lance Shirer	\$ 80.08
84-27-04-06-000	1211 Greenwood Ave	Ethel Stemm	\$ 548.90
84-28-01-08-000	1309 Greenwood Ave	Nancy Snack	\$ 570.20
84-28-01-05-000	1339 Greenwood Ave	Douglas Wayne	\$ 76.82
84-27-05-03-000	1202 1/2 Greenwood Ave	Adam West	\$ 73.67
84-28-02-13-000	1302 Greenwood Ave	Russell Fleming	\$ 570.20
84-28-02-04-000	1344 Greenwood Ave	Susan Ecklin	\$ 247.86
84-27-01-17-000	1125 E Market St.	Linda Helser	\$ 211.40
84-26-05-06-000	1046 Market St	Anthony Saad	\$ 253.97
84-26-05-03-000	1060 Market St	Stanley Ford	\$ 133.29
84-31-02-50-000	149 Hamline Ave	Susan Nolen	\$ 570.20
84-31-02-51-000	153 Hamline Ave	Irona L Marion	\$ 71.98
84-31-02-55-000	171 Hamline Ave	Daniel & Holly Wilson	\$ 91.40
84-28-01-24-000	110 Hamline Ave	Double S Joint Investments	\$ 231.55
84-30-04-18-000	168 Hamline Ave	Lisa A Morris	\$ 496.93
84-28-01-13-000	119 Fox Ave	Brandi L Offineer	\$ 89.91
84-30-04-15-000	153 Fox Ave	Kenny Atkins	\$ 87.33
84-32-02-25-000	1015 Eastman St	Chenelle Ward	\$ 330.41
84-31-01-04-000	1091 Eastman St	Jeffrey A Efaw	\$ 17.46
84-31-01-12-000	1135 Eastman St	Wayne Caplinger Sr	\$ 570.20
84-31-01-22-000	1247 Eastman St	Larry G Emerson	\$ 22.97
84-31-02-16-000	1124 Eastman St	Doug Wayne	\$ 85.72
84-31-03-14-000	120 Galigher St	Cottonwood Property	\$ 34.57
84-31-02-25-000	138 Beulah Ave	Randall & Teresa Kopchak	\$ 192.11
84-31-02-22-000	152 Beulah Ave	Anthony Saad	\$ 230.23
84-31-02-20-000	166 Beulah Ave	Jessica Hohman	\$ 250.47
81-18-03-12-000	559-63 Putnam Ave	Gary Clark	\$ 1,015.83
86-10-02-05-000	2565 Maple Ave	Northwest Kendall Prop Inc.	\$ 713.52
85-39-02-06-000	3070 Maple Ave	Lynnell, LLC	\$ 298.11
85-39-02-06-000	3066 Maple Ave	Lynnell, LLC	\$ 473.07
83-30-01-05-001	11 N State St	LP Inc.	\$ 36.78
81-11-01-02-000	1531 Woodlawn Ave	Adams Brothers	\$ 1,699.39
85-36-01-07-000	2200 Linden Ave	Muskingum Land Bank	\$ 12,476.67
83-23-02-40-000	109 Brighton Blvd	Zane Learning Center	\$ 1,612.29
83-17-03-13-000	1417 Gibson Ave	Larry Gibson	\$ 488.81
82-36-03-11-000	735 Dryden Rd	Khadim UR Rehman	\$ 1,497.76
17-99-04-02-000	1840 W Main St	William M Welch Jr	\$ 583.11
84-57-05-06-000	333 Adair Ave	314 Real Estate LLC	\$ 291.51
85-23-02-06-000	1947 Hoge Ave	1947 Linden Holdings LLC	\$ 325.63

## Attachment to Ordinance No. 2020-91

83-28-04-07-000	716 W Main St	Bernard B Alderman	\$	870.75
84-19-04-05-000	973 Linden Ave	M & S Partnership (MGPT Holdings)	\$	144.31
86-15-02-34-000	2609-13 Bell ST	R Scott Patterson	\$	175.59
83-40-02-01-000	515 N State St	Jamon Inc	\$	203.26
81-63-03-40-000	634 Main St	ZDT Redux LLC	\$	209.76
81-63-02-05-000	20 N 6th St	B & K Properties	\$	755.43
81-65-01-18-000	65 S 6th ST	MJJR Properties Inc	\$	306.26
81-63-02-16-000	633 Main St	H & K Equities	\$	411.27
			\$	131,327.85

ORDINANCE NO. 2020- 83  
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 zoning district change from RS-4 Medium-High-Density Single-Family Residential to RM-1 Low-Density Multi-Family Residential ; 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 "B", 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 "B" 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 RS-4 Medium-High-Density Single-Family Residential to RM-1 Low-Density Multi-Family Residential, situated in the City of Zanesville, County of Muskingum, and State of Ohio, and bounded and described as follows:

Auditors Parcel #84-18-02-16-000, recorded in Deed Volume 1036, Page 0536 being located in the Muskingum County Recorder's Office.

Auditors Parcel #84-18-02-15-000, recorded in Deed Volume 2118, Page 0574 being located in the Muskingum County Recorder's Office.

Auditors Parcel #84-18-02-14-000, recorded in Deed Volume 2896, Page 397 being located in the Muskingum County Recorder's Office.

Auditors Parcel #84-18-02-13-000, recorded in Deed Volume 0800, Page 0145 being located in the Muskingum County Recorder's Office.

Auditors Parcel #84-18-02-12-000, recorded in Deed Volume 2903, Page 267 being located in the Muskingum County Recorder's Office.

Auditors Parcel #84-19-03-13-000, recorded in Deed Volume 2855, Page 947 being located in the Muskingum County Recorder's Office.

Auditors Parcel #84-19-03-12-000, recorded in Deed Volume 1079, Page 0054 being located in the Muskingum County Recorder's Office.

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

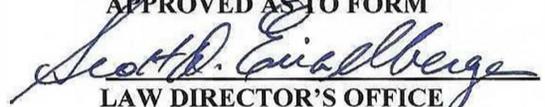
PASSED: \_\_\_\_\_, 2020.

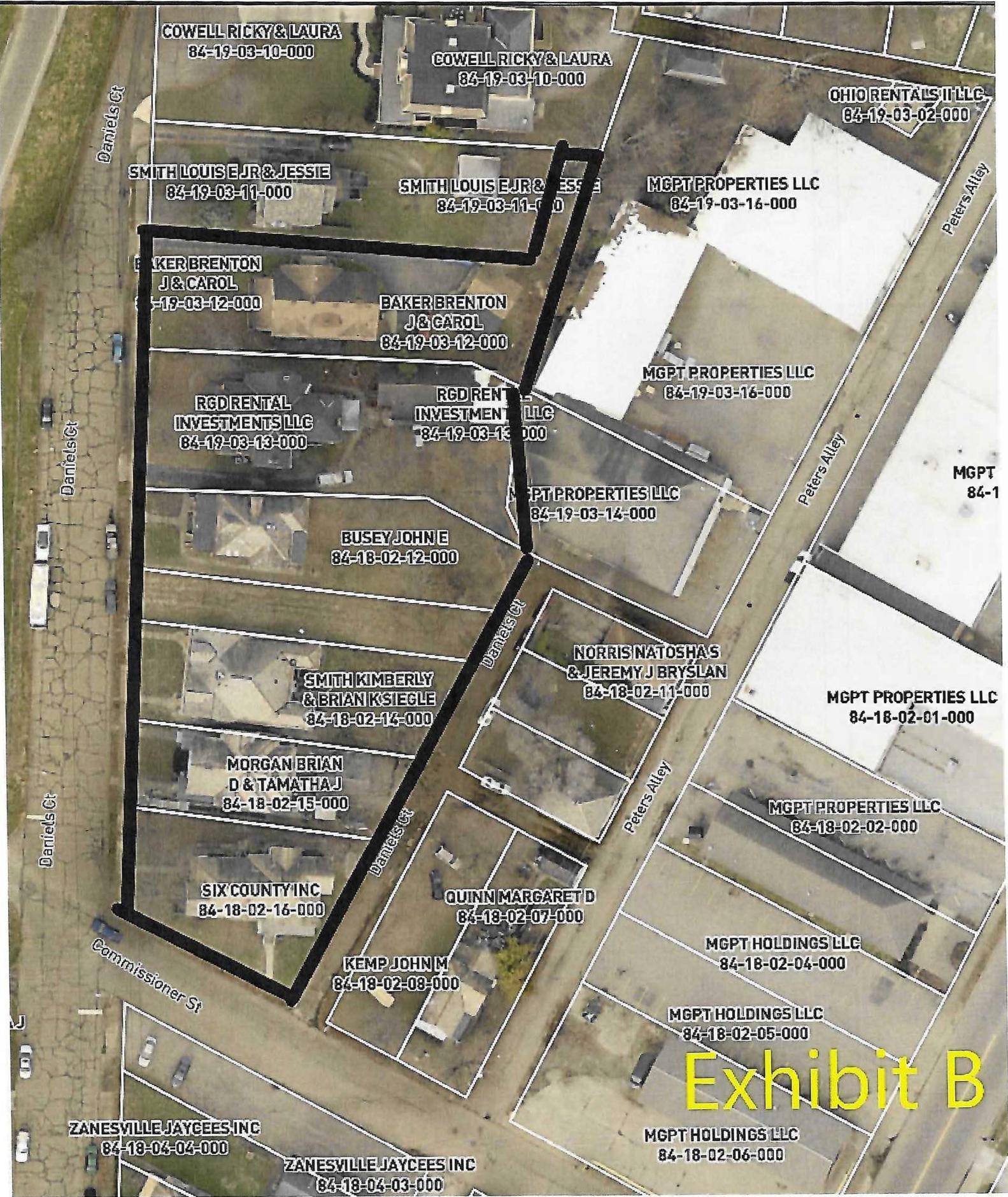
ATTEST: \_\_\_\_\_  
**SUSAN CULBERTSON**  
**CLERK OF COUNCIL**

\_\_\_\_\_  
**DANIEL M. VINCENT**  
**PRESIDENT OF COUNCIL**

APPROVED: \_\_\_\_\_, 2020.

\_\_\_\_\_  
**DON MASON**  
**MAYOR**

THIS LEGISLATION  
APPROVED AS TO FORM  
  
LAW DIRECTOR'S OFFICE



**ORDINANCE NO. 2020 - 84**  
**INTRODUCED BY COUNCIL**

**AN ORDINANCE AUTHORIZING THE BIDDING/AUCTION OF THE CITY'S ELECTRIC ACCOUNTS AND AUTHORIZING THE PUBLIC SERVICE DIRECTOR TO ENTER INTO A CONTRACT WITH THE LOWEST AND BEST PRICED ENERGY PROVIDER.**

**WHEREAS**, the City of Zanesville currently has 150 electric accounts and expends approximately \$1,374,000.00 annually on electric services that encompass the operations of the City; and

**WHEREAS**, in 2016, the City conducted a reverse auction for electric services utilizing the Ohio Department of Administrative Services (DAS) Contract CSP904713 for third party electric aggregation; and

**WHEREAS**, beginning in 2017, the City had signed a contract for electric services with the winning bidder, Direct Energy, for a four year period for the awarded fixed rate; and

**WHEREAS**, the Direct Energy contract is set to expire in March 2021; and

**WHEREAS**, the Ohio DAS did not renew a contract for a third party electric aggregation contract; and

**WHEREAS**, In order to secure the best possible price, the Public Service Director has entered into an agreement with Bricker & Eckler Attorneys at Law to solicit bids for energy services, and to review and execute an agreement as soon as possible after the bidding process.

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

**SECTION ONE:** The Council of the City of Zanesville authorizes Bricker & Eckler to solicit and receive bids for the City's electric accounts in order to select an electric supplier for the City's future needs.

**SECTION TWO:** The Council of the City of Zanesville authorizes the City's Board of Control to review and award a contract to the lowest and best priced provider for the City of Zanesville's energy needs. The Public Service Director is then authorized to enter into an agreement with the awarded retail energy provider.

**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

Ordinance Number 2020-84

APPROVED: \_\_\_\_\_, 2020

THIS LEGISLATION APPROVED  
AS TO FORM

\_\_\_\_\_  
DONALD MASON,  
Mayor

  
\_\_\_\_\_  
LAW DIRECTOR'S OFFICE

ORDINANCE NO. 2020- 85  
INTRODUCED BY COUNCIL

**AN ORDINANCE ESTABLISHING THE REAL PROPERTY LOCATED AT 532 MCINTIRE AVENUE, ZANESVILLE AS A LOCALLY DESIGNATED HISTORIC PROPERTY IN ACCORDANCE WITH THE CITY'S AUTHORITY AS A CERTIFIED LOCAL GOVERNMENT**

**WHEREAS**, the City of Zanesville is designated as a Certified Local Government (CLG) under 16 U.S.C. 470a (c); and

**WHEREAS**, the real property located at 532 McIntire Avenue, Zanesville, Muskingum County, Ohio, Parcel Number 84-18-06-10-000 (herein called the "Subject Property"), which is owned by the Hemmer Ice Cream Company LLC (herein called the "Historic Property Owner"), is a property of recognized historical and architectural significance in the City of Zanesville;

**WHEREAS**, the City, using its status as a CLD, wishes to certify the Subject Property as a locally designated historic property; and

**WHEREAS**, The City and Historic Building Owner have entered into a Historic Property Nomination Agreement (attached as Exhibit "A") to nominate the Subject Property as a locally designated historic property effective May 20<sup>th</sup>, 2020; and

**WHEREAS**, and proper notification of the intent of this Council to consider this request to the Subject Property was given to abutters within 200 feet of the Subject Property and in a newspaper of general circulation; and

**WHEREAS**, after testimony and discussion the Zanesville Planning Commission and the Zanesville Historic Preservation Board recommended to City Council that the Subject Property be recognized as a locally designated historic property.

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

**SECTION ONE:** The City of Zanesville is an Ohio Certified Local Government, established under 16 U.S.C. 470a (c); and by Ordinance No 91-44.

**SECTION TWO:** The real property located at 532 McIntire Avenue, Zanesville, Muskingum County, Ohio, Parcel Number 84-18-06-10-000 is hereby recognized as a property of local historical and architectural significance in the City of Zanesville, in accordance with the City's authority as a Certified Local Government.

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

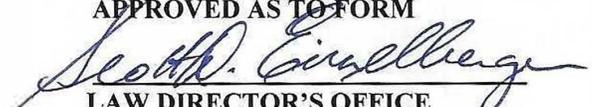
PASSED: \_\_\_\_\_, 2020.

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**

David J. Tarbert  
Law Director

**ORDINANCE 2020-77 Amended**

**AN ORDINANCE ALLOWING A MORAL CLAIM**

**WHEREAS**, Mark Vensil presented a legal claim in the amount of Five Hundred Thirty-Four Dollars (\$534.00) against the City of Zanesville; and,

**WHEREAS**, said claim was reviewed by the Law Director, David J. Tarbert, who determined that the City of Zanesville was not legally liable for said claim; and

**WHEREAS**, the basis of said claim is set forth in Exhibit A; and,

**WHEREAS**, Law Director, David J. Tarbert, advised the claimant that although the City of Zanesville had no legal liability, he had a right to present a moral claim to City Council;

**WHEREAS**, City Council has reviewed the claim and determined that said claim should be paid as a moral claim.

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

**SECTION ONE:** The proper City Official is hereby authorized to pay \$ 534.00 to Mark Vensil and said monies shall be taken from line item 603-5470-53408.

**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

This Legislation Approved As To Form:

\_\_\_\_\_  
DONALD L. MASON  
Mayor

  
\_\_\_\_\_  
LAW DIRECTOR'S OFFICE

# CITY OF ZANESVILLE

OFFICE OF THE LAW DIRECTOR

401 Market Street, Room 209 • Zanesville, Ohio 43701

740-617-4886 / 740-617-4889 • Fax: 740-453-2435

Email: lawdirector@coz.org

**DAVID J. TARBERT**  
LAW DIRECTOR

**SCOTT D. EICKELBERGER**  
**EMILY STRANG TARBERT**  
ASSISTANT LAW DIRECTORS

January 31, 2020

Mark Vensil  
560 Brookover Avenue  
Zanesville, Ohio 43701

RE: **Claim No.: 19-39**

Dear Mr. Vensil,

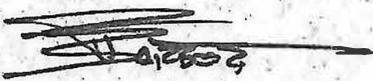
I completed my review of the claim you filed against the City of Zanesville. It is one of my duties as Law Director to review such claims and advise the City as to whether or not legal liability exists. Prior to the mid-1980s, governmental entities were generally immune from all liability. In 1985, the Ohio Legislature enacted new laws which still granted governmental entities immunity in most instances, but did provide some liability in a few limited situations.

Unfortunately, it is my opinion that the claim that you filed does not fall within one of the areas of liability created under Chapter 2744 of the Ohio Revised Code. Therefore, your claim has to be denied from a legal standpoint. However, City Code requires me to submit all rejected legal claims to City Council as a "moral claim." A moral claim differs from a legal claim in that City Council may decide, although the City is not legally liable for the claim, an ethical or moral reason exists to pay the claim.

As such, I will draft the appropriate ordinance and submit it to the Clerk of Council. The ordinance will likely go before Council at one of the next two meetings. Ordinances typically go three readings and Council meets every second and fourth Monday. You should contact your City Councilperson to discuss what steps you can take, if you choose, to help advocate your position. Feel free to contact the Clerk of Council at (740) 617-4875 and she can help direct you to the appropriate Councilperson.

If you have any questions, please feel free to contact me.

Truly,



David J. Tarbert  
Law Director

DJT:ab



# The City of Zanesville

401 Market Street, Zanesville, Ohio 43701

Phone: (740) 617-4910

Email: scott.brown@coz.org

Council-Mayor Government  
Donald Mason, Mayor

**Department of Public Service**  
Scott Brown, Interim Director

## MEMO

**TO:** David Tarbert, Law Director  
**FROM:** Scott Brown, Interim Public Service Director  
**DATE:** January 21, 2020  
**RE:** Claim 19-39/Vensil  
**CC:** Scott Bryant, Water Superintendent

---

Please find attached Claim 19-39/Vensil, along with corresponding information from Scott Bryant, Water Superintendent.

Should you have any questions, please advise.

SB/am

Attachments



# The City of Zanesville

14 Buckeye Drive, Zanesville, Ohio 43701  
Phone: (740) 455-0631

Council-Mayor Government  
Donald L. Mason, Mayor

**Department of Public Service**  
**Water Division**  
Scott A. Bryant, Superintendent

## MEMO

**TO:** Scott Brown, Public Service Director  
**FROM:** Scott A. Bryant, Water Superintendent  
**DATE:** January 17, 2020  
**RE:** 19-39 Vensil

This memo addresses the claim 19-39/Vensil. The property in question is located at 560 Brookover Ave. Zanesville OH 43701.

In reviewing the claim I find the following:

- The Call Log indicates a report of a water main break at 3:45 am on 12/3/2019. Excerpts of the Call Log is attached.
- Crew member(s) of the Water Division indicated they arrived on site and had the water shutoff by 4:45 am.
- Crew members performed the necessary emergency repairs and replaced a 12 foot section of 12 inch diameter water line. A picture of the water line is included.

Considering the magnitude of the line break it is likely that water flowed from the street onto the 560 Brookover Ave. property.

Please advise if you have any questions or require additional information.



Date	Time	Address	Phone #	Description of Issue	Complete	Truck #	Who took call
Tuesday 12/3/2019	3:45am	560 Brookover Ave.	ZPD 0700	big break--BOC--call for locates--water down--on hold with oups for 50min--J.Spring got through/bo running all night- off	X	144	JWB
12/3/2019	7:00a	2765 W. Ray Dr.		check for break/water down from N. Ray to Harding/road closed-water back up & road open	X	129	MS
12/3/2019	9:12a	150 Green St.		emergency t/off-broke on po-water off	X	132	MS
12/3/2019	9:24a	1132 Central Ave.		check for break-tested surface per Mark J.	X	132	MS
12/3/2019	1:30p	934 Sevall st.		water off tod.	X	143	MS





# The City of Zanesville

401 Market Street, Zanesville, Ohio 43701

Phone: (740) 617-4910

Email: scott.brown@coz.org

Council-Mayor Government  
Donald Mason, Mayor

**Department of Public Service**  
Scott Brown, Interim Director

## MEMO

**TO:** Scott Bryant, Water Superintendent  
**FROM:** Scott Brown, Interim Public Service Director   
**DATE:** January 14, 2020  
**RE:** Claim 19-39/Vensil  
**CC:**

---

Please find attached Claim 19-39/Vensil, along with corresponding information.

Please attach your remarks to the claim and return.

Should you have any questions, please advise.

SB/am

Attachments

RECEIVED

JAN 14 2020

FOR CITY CLERK'S USE

CLAIM NO. 19-39

DATE REC. 1-13-2020

CLERK OF COUNCIL

STATEMENT OF CLAIM AGAINST THE CITY OF ZANESVILLE, OHIO

MAIL COMPLETED CLAIM TO: CLERK OF COUNCIL, 401 MARKET ST., ZANESVILLE, OHIO 43701

1. NAME OF CLAIMANT Mark V. Eisi

1a. ADDRESS IF APPLICABLE IN OWNERSHIP OF DAMAGED

PROPERTY 560 Brookover Avenue, Zanesville, OH 43701

2. ADDRESS OF CLAIMANT P.O. Box 8122, Zanesville, OH 43702-8122

3. TELEPHONE NO. 740/819-8659

4. INFORMATION CONCERNING THE INCIDENT UPON WHICH CLAIM IS BASED:

A. DATE 12/3/19 B. TIME Morning

C. WEATHER CONDITIONS

D. EXACT LOCATION 560 Brookover Ave Zanesville, OH 43701

E. NAMES & ADDRESSES OF WITNESSES: IF NONE, SO STATE

Jim Smith 560 Brookover Ave, Zanesville

F. WAS THE INCIDENT INVESTIGATED BY THE ZANESVILLE POLICE DEPARTMENT OR OTHER CITY DEPARTMENT YES [checked] NO

G. IF ANSWER TO 4-F IS "YES", PLEASE INDICATE DEPARTMENT THAT INVESTIGATED AND/OR THE NAME OF ANY CITY EMPLOYEE WHO MAY HAVE INVESTIGATED SAID OCCURRENCE

Water Dept.

RECEIVED JAN 14 2020 City of Zanesville Public Service Department

5. IN YOUR OWN WORDS, STATE IN DETAIL WHAT HAPPENED AND HOW IT HAPPENED (CONTINUE ON BACK IF NEEDED)

City water line busted and flooded  
basement causing damage to  
furnace and hot water tank.

6. PROPERTY DAMAGE DETAILS

A. AMOUNT OF CLAIM FOR PROPERTY DAMAGE \$534.00

DO YOU HAVE HOMEOWNER'S INSURANCE Not for Flooding

B. IF MOTOR VEHICLE DAMAGE IS CLAIMED, STATE YEAR, MAKE AND MODEL OF VEHICLE

N/A  
OWNERS NAME AND ADDRESS N/A

STATE WHETHER OR NOT VEHICLE WAS COVERED BY COLLISION INSURANCE N/A IF YES, NAME COMPANY AND AGENT

N/A

C. ATTACH ESTIMATES OR RECEIPT(S) OF COST IN CONNECTION WITH THE ABOVE CLAIM (VEHICLE OR PROPERTY). ESTIMATES OR RECEIPT(S) MUST BE FILED WITH CLAIM OR CLAIM CANNOT BE PROCESSED.

7. WHERE ARE YOU EMPLOYED N/A

HOW LONG EMPLOYED ABOVE N/A

8. IF CLAIM IS FOR BODILY INJURY, STATE THE FOLLOWING:

A. NATURE OF INJURY N/A

B. WERE YOU HOSPITALIZED No IF SO, WHERE N/A  
 AND FOR HOW LONG N/A  
 C. WERE YOU ATTENDED BY A PHYSICIAN ( IF YES) WHO N/A  
 PHYSICIAN ADDRESS N/A  
 D. AMOUNT CLAIMED FOR BODILY INJURY DAMAGES N/A

9. DO YOU KNOW WHETHER OR NOT THE CITY HAD BEEN NOTIFIED OF THE CONDITIONS OR CIRCUMSTANCES CONCERNING ANY STREET OR SIDEWALK DEFECT WHICH MAY HAVE BEEN INVOLVED IN THE INCIDENT WHICH GAVE RISE TO YOUR CLAIM PRIOR TO THE TIME OF OCCURRENCE OF SAID INCIDENT, IF YES GIVE DETAILS:

No

THE UNDERSIGNED Mark Vansco 7 BEING FIRST DULY CAUTIONED AND SWORN DEPOSES AND SAYS THAT HE OR SHE HAS READ THE INFORMATION CONTAINED IN THE FOREGOING STATEMENT OF CLAIM AND THAT THE SAME IS TRUE.

[Signature]  
 SIGNATURE OF CLAIMANT

SWORN TO AND SUBSCRIBED BEFORE ME THIS 13 DAY OF

January, ~~2019~~<sup>CA</sup> 2020



CORTNEY ADAMS  
 Notary Public, State of Ohio  
 My Commission Expires  
 08-16-2022

[Signature]  
 NOTARY PUBLIC









**ORDINANCE NO. 2020 - 78  
INTRODUCED BY COUNCIL**

**AN ORDINANCE AUTHORIZING THE PROPER CITY OFFICIAL TO ENTER INTO A FEDERAL LOCAL LET PROJECT AGREEMENT WITH ODOT FOR THE RESURFACING AND RELATED WORK ON DRESDEN ROAD (CR 2) FROM SR 60 TO THE ZANESVILLE CORPORATION LIMIT.**

**WHEREAS**, the administration is interested in allocating STP grant funding through ODOT for resurfacing and related work on Dresden Road (CR 2) from SR 60 to the Zanesville corporation limits per Attachment "A"; and

**WHEREAS**, ODOT will provide 80% of the total project cost upon approval of this LPA agreement by City Council.

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

**SECTION ONE:** The proper city official is hereby authorized to enter into a federal local let project agreement with ODOT for the resurfacing and related work on Dresden Road (CR 2) from SR 60 to the Zanesville corporation limits.

**SECTION TWO:** The estimated cost of the project is \$359,000.00 with 80% provided as federal grant through ODOT using STP fund allocations.

**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

Ordinance 2020-78  
Attachment A

MUS CR 2 00 00  
COUNTY-ROUTE-SECTION

106985  
PID NUMBER

31506  
AGREEMENT NUMBER

606-631-562  
DUNS NUMBER

CFDA 20.205

**LPA FEDERAL LOCAL-LET PROJECT AGREEMENT**

**THIS AGREEMENT** is made by and between the State of Ohio, Department of Transportation, hereinafter referred to as ODOT, 1980 West Broad Street, Columbus, Ohio 43223 and the City of Zanesville, 401 Market Street, Zanesville, Ohio 43701 hereinafter referred to as the LPA.

1. PURPOSE

- 1.1 The National Transportation Act has made available certain Federal funding for use by local public agencies. The Federal Highway Administration (hereinafter referred to as FHWA) designated ODOT as the agency in Ohio to administer FHWA's Federal funding programs.
- 1.2 Section 5501.03 (D) of the **Ohio Revised Code** (hereinafter referred to as ORC) provides that ODOT may coordinate its activities and enter into contracts with other appropriate public authorities to administer the design, qualification of bidders, competitive bid letting, construction, inspection, and acceptance of any projects administered by ODOT, provided the administration of such projects is performed in accordance with all applicable Federal and State laws and regulations with oversight by ODOT.
- 1.3 The resurfacing and related work on Dresden Road (CR 2) from SR 60 to the Zanesville Corp Limit (0.00 to 1.04) (hereinafter referred to as the PROJECT) is a transportation activity eligible to receive Federal funding, and which is further defined in the PROJECT scope.
- 1.4 The purpose of this Agreement is to set forth requirements associated with the Federal funds available for the PROJECT and to establish the responsibilities for the local administration of the PROJECT.

2. LEGAL REFERENCES AND COMPLIANCE

- 2.1 This Agreement is authorized and/or governed by the following statutes and/or policies, which are incorporated, by reference, in their entirety:
  - a. National Transportation Act, Title 23, U.S.C.; 23 CFR 635.105;
  - b. Federal Funding Accountability and Transparency Act of 2006 (FFATA);
  - c. 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
  - d. ODOT Locally Administered Transportation Projects, Manual of Procedures; and
  - e. State of Ohio Department of Transportation Construction and Material Specifications Manual (applicable to dates of PROJECT).
- 2.2 The LPA shall comply with all applicable Federal and State laws, regulations, executive orders, and applicable ODOT manuals and guidelines. This obligation is in addition to compliance with any law, regulation, or executive order specifically referenced in this Agreement.

3. FUNDING

- 3.1 The total cost for the PROJECT is estimated to be \$ 359,000.00 as set forth in Attachment 1. ODOT shall provide to the LPA 80 percent of the eligible costs, up to a maximum of \$ 359,000.00

Ordinance 2020-78  
Attachment A

in Federal funds. This maximum amount reflects the funding limit for the PROJECT set by the applicable Program Manager. Unless otherwise provided, funds through ODOT shall be applied only to the eligible costs associated with the actual construction of the transportation project improvements and construction engineering/inspection activities.

- 3.2 The LPA shall provide all other financial resources necessary to fully complete the PROJECT, including all 100 percent Locally-funded work, cost overruns and contractor claims.

4. PROJECT DEVELOPMENT AND DESIGN

- 4.1 The LPA and ODOT agree that the LPA is qualified to administer this PROJECT and is in full compliance with all LPA participation requirements.

- 4.2 The LPA and ODOT agree that the LPA has received funding approval for the PROJECT from the applicable ODOT Program Manager having responsibility for monitoring such projects using the Federal funds involved.

- 4.3 The LPA shall design and construct the PROJECT in accordance with a recognized set of written design standards. The LPA shall make use of ODOT's Location and Design Manual (L&D), or the appropriate AASHTO publication. Even though the LPA may use its own standards, ODOT may require the LPA to use a design based on the L&D Manual for projects that contain a high crash rate or areas of crash concentrations. Where the LPA has adopted ODOT standards for the PROJECT, the LPA shall be responsible for ensuring that any ODOT standards used for the PROJECT are current and/or updated. The LPA shall be responsible for periodically contacting the ODOT District LPA Coordinator or through the following Internet website for any changes or updates: [www.dot.state.oh.us/drrc/Pages/default.aspx](http://www.dot.state.oh.us/drrc/Pages/default.aspx)

- 4.4 The LPA shall either designate an LPA employee, who is a registered professional engineer, to act as the Project Design Engineer and serve as the LPA's principal representative for attending to project responsibilities or engage the services of a pre-qualified ODOT consultant, who has been chosen using a Qualification-Based Selection (QBS) process, as required pursuant to ORC sections 153.65 through 153.71. The pre-qualified list is available on the ODOT website at: [www.dot.state.oh.us/DIVISIONS/Engineering/CONSULTANT](http://www.dot.state.oh.us/DIVISIONS/Engineering/CONSULTANT)

- 4.5 If Federal funds are used for a phase of project development and the LPA executes an agreement with a consultant prior to the receipt of the "Authorization" notification from ODOT, ODOT may terminate this Agreement and cease all Federal funding commitments.

- 4.6 ODOT reserves the right to move this PROJECT into a future sale year if the LPA does not adhere to the established PROJECT schedule, regardless of any funding commitments.

5. ENVIRONMENTAL RESPONSIBILITIES

- 5.1 In the administration of this PROJECT, the LPA shall be responsible for conducting any required public involvement events, for preparing all required documents, reports and other supporting materials needed for addressing applicable environmental assessment, for clearance responsibilities for the PROJECT pursuant to the National Environmental Policy Act and related regulations, including the requirements of the National Historic Preservation Act; and for securing all necessary permits.

- 5.2 If the LPA does not have the qualified staff to perform any or all of the respective environmental responsibilities, the LPA shall hire an ODOT Pre-Qualified Consultant through a QBS process. The pre-qualified list is available on the ODOT web page at [www.dot.state.oh.us/CONTRACT](http://www.dot.state.oh.us/CONTRACT). If the LPA hires a pre-qualified consultant, the LPA shall be responsible for monitoring the consultant's

Ordinance 2020-78  
Attachment A

activities and ensuring that the consultant is following all Federal and State laws, regulations, policies, and guidelines.

- 5.3 ODOT shall be responsible for the review of all environmental documents and reports and shall complete all needed coordination activities with State and Federal regulatory agencies toward securing environmental clearance.
- 5.4 The LPA shall be responsible for assuring compliance with all commitments made as part of the PROJECT's environmental clearance and/or permit requirements during the construction of the PROJECT.
- 5.5 The LPA shall require its consultant, selected to prepare a final environmental document pursuant to the requirements of the National Environmental Policy Act, to execute a copy of a disclosure statement specifying that the consultant has no financial or other interest in the outcome of the PROJECT.
- 5.6 The LPA shall submit a NOI to Ohio EPA to obtain coverage under the National Pollution Discharge Elimination System (NPDES) Construction General Permit for all projects where the combined Contractor and Project Earth Disturbing Activity (EDA) are one acre or more. If the LPA chooses not to use ODOT's L&D Vol. 2 on Local-Let LPA projects, they may use an alternative post-construction BMP criteria with Ohio EPA approval.
6. RIGHT OF WAY/ UTILITIES/ RAILROAD COORDINATION
- 6.1 All right-of-way acquisition activities shall be performed by the LPA in accordance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (Public Law 91-646) as amended by 49 CFR Part 24 (hereinafter referred to as Uniform Act), any related Federal regulations issued by the FHWA, and State rules, policies and guidelines issued by ODOT.
- 6.2 If existing and newly-acquired right of way is required for this PROJECT, the LPA shall certify that the all right of way has been acquired in conformity with Federal and State laws, regulations, policies, and guidelines. Per ODOT's Office of Real Estate, any LPA staff who perform real estate functions shall be prequalified. If the LPA does not have the qualified staff to perform any or all of the respective right of way functions, the LPA shall hire an ODOT Pre-qualified Consultant through a QBS process. The LPA shall not hire the same consultant to perform both the appraisal and appraisal review functions. Appraisal review shall be performed by an independent staff or fee reviewer and shall be hired directly by the LPA. Likewise, a consultant hired to perform right of way acquisition work is not permitted to perform both the relocation and relocation review functions. Relocation review shall be performed by an independent staff or fee reviewer.
- 6.3 If the LPA hires a pre-qualified consultant, the LPA shall be responsible for monitoring the consultant's activities and ensuring that the consultant is following all Federal and State laws, regulations, policies, and guidelines.
- 6.4 All relocation assistance activities shall be performed by the LPA in conformity with Federal and State laws, including the Uniform Act, and any related Federal regulations issued by the FHWA, and State rules, policies and guidelines issued by ODOT. The LPA shall not hire a consultant to perform both the relocation and relocation review functions nor shall the LPA hire a sub-consultant for relocation and another sub-consultant for relocation review. Relocation review shall be performed by an independent staff person or independent fee reviewer and shall be hired directly by the LPA.
- 6.5 The LPA shall provide the ODOT District Office with its certification that all right of way property rights necessary for the PROJECT are under the LPA's control, that all right of way has been cleared of encroachments, and that utility facilities have been appropriately relocated or accounted

Ordinance 2020-78  
Attachment A

for so as not to interfere with project construction activities. ODOT shall make use of the LPA's Right of Way Certification, as well as evaluate the LPA's and/or consultant's performance of the project real estate activities under Titles II and III of the Uniform Act, and, as appropriate, certify compliance to the FHWA. The LPA shall be liable to repay to ODOT all of the Federal funds disbursed to it under this Agreement if the certification of the LPA is found to be in error or otherwise invalid.

- 6.6 In the administration of this PROJECT, the LPA agrees to follow all procedures described in the ODOT Utilities Manual and 23 CFR Part 645. When applicable, the LPA shall enter into a utility relocation agreement with each utility prior to the letting of construction. No reimbursable construction costs shall be incurred by the LPA prior to the receipt of the "Authorization to Advertise" notification from ODOT. If such costs are incurred, ODOT may terminate this Agreement and cease all Federal funding commitments.
- 6.7 The LPA shall submit all subsequent modifications to the design of the PROJECT and/or any disposal of property rights acquired as part of the PROJECT to ODOT and FHWA for approval.
- 6.8 The LPA shall be responsible for any necessary railroad coordination and agreements. The LPA shall comply with the provisions of Title 23 of the Code of Federal Regulations and applicable chapters of the ORC regarding all activities relating to Railroad-Highway projects.
- 6.9 Consistent with sections 10.1 and 10.4 of this Agreement, the LPA shall assure that, if any property acquired for this PROJECT is subsequently sold for less than fair market value, all Title VI requirements are included in the instrument which transfers the property. Consistent with sections 10.1 and 10.4 of this Agreement, the LPA shall assure that if the LPA grants a permit or license for the property acquired for this PROJECT that the license or permit require the licensee or permit holder to adhere to all Title VI requirements.
- 7. ADVERTISING, SALE AND AWARD
- 7.1 The LPA **shall not** advertise for bids prior to the receipt of the "Authorization to Advertise" notification from ODOT. Should advertising or work commence prior to the receipt of the "Authorization to Advertise" notification, ODOT shall immediately terminate this Agreement and cease all Federal funding commitments.
- 7.2 Any use of sole source or proprietary bid items must be approved by the applicable ODOT district. All sole source or proprietary bid items should be brought to the attention of the LPA Coordinator as soon as possible so as not to cause a delay in the plan package submission process. Bid items for traffic signal and highway lighting projects must be in conformance with ODOT's Traffic Engineering Manual.
- 7.3 Once the LPA receives Federal authorization to advertise, the LPA may begin advertising activities. Whenever local advertisement requirements differ from Federal advertisement requirements, the Federal requirements shall prevail. The period between the first legal advertising date and the bid opening date shall be a minimum of twenty-one (21) calendar days. The LPA shall submit to ODOT any addendum to be issued during the advertisement period that changes estimates or materials. ODOT shall review and approve such addendum for project eligibility. All addenda shall be distributed to all potential bidders prior to opening bids and selling the contracts.
- 7.4 The LPA must incorporate ODOT's LPA Bid Template in its bid documents. The template includes Form FHWA-1273, Required Contract Provisions, a set of contract provisions and proposal notices that are required by regulations promulgated by the FHWA and other Federal agencies, which must be included in all contracts as well as appropriate subcontracts and purchase orders.

Ordinance 2020-78  
Attachment A

- 7.5 The LPA shall require the contractor to be enrolled in, and maintain good standing in, the Ohio Bureau of Workers' Compensation Drug-Free Safety Program (DFSP), or a similar program approved by the Bureau of Workers' Compensation, and the LPA must require the same of any of its subcontractors.
- 7.6 Only pre-qualified contractors are eligible to submit bids for this PROJECT. Pre-qualification status must be in effect/current **at the time of award**. For work types that ODOT does not pre-qualify, the LPA must still select a qualified contractor. Subcontractors are not subject to the pre-qualification requirement. In accordance with FHWA Form 1273 Section VII and 23 CFR 635.116, the "prime" contractor must perform no less than 30 percent of the total original contract price. The 30-percent prime requirement does not apply to design-build contracts.
- 7.7 In accordance with ORC Section 153.54, et. seq., the LPA shall require that the selected contractor provide a performance and payment bond in an amount equal to at least 100 percent of its contract price as security for the faithful performance of its contract. ODOT shall be named an obligee on any bond. If the LPA has 100 percent locally-funded work product within this Agreement, the LPA must allocate the correct percent of the performance and payment bond cost to the 100 percent locally-funded work product.
- 7.8 Before awarding a contract to the selected contractor, the LPA shall verify that the contractor is not subject to a finding for recovery under ORC Section 9.24, that the contractor has taken the appropriate remedial steps required under ORC Section 9.24, or that the contractor otherwise qualifies under the exceptions to this section. Findings for recovery can be viewed on the Auditor of State's website at <https://ohioauditor.gov/findings.html> . If the LPA fails to so verify, ODOT may immediately terminate this Agreement and release all Federal funding commitments.
- 7.9 Before awarding a contract to the selected contractor, the LPA shall verify that the contractor is an active registrant on the Federal System for Award Management (SAM). Pursuant to 48 CFR 9.404, contractors that have an active exclusion on SAM are excluded from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits. If the LPA fails to so verify, ODOT may immediately terminate this Agreement and release all federal funding commitments.
- 7.10 The LPA is prohibited from imposing any geographical hiring preference on any bidder in the LPA's bid documents or on any successful contractor in the LPA's award or contract for the construction of the PROJECT.
- 7.11 After analyzing all bids for completeness, accuracy, and responsiveness, per ORC 153.12, the LPA shall approve the award of the contract in accordance with laws and policies governing the LPA within 60 days after bid opening. Within 45 days of that approval, the LPA shall submit to ODOT notification of the project award by submitting a bid tabulation, a copy of the ordinance or resolution, and direct payment information as required in Attachment 2 of this Agreement, if applicable.
8. CONSTRUCTION CONTRACT ADMINISTRATION
- 8.1 The LPA shall provide and maintain competent and adequate project management covering the supervision and inspection of the development and construction of the PROJECT. The LPA shall bear the responsibility of ensuring that construction conforms to the approved plans, surveys, profiles, cross sections and material specifications. If a consultant is used for engineering and/or inspection activities, the LPA must use a QBS process as required pursuant to ORC sections 153.65 through 153.71. Any construction contract administration or engineering costs incurred by the LPA or their consultant prior to the construction contract award date will not be eligible for reimbursement under this Agreement.

Ordinance 2020-78  
Attachment A

- 8.2 The LPA must maintain a project daily diary that is up-to-date and contains the following information: all work performed, list of equipment utilized, project personnel and hours worked, pay quantities, daily weather conditions, special notes and instructions to the contractor, and any unusual events occurring on or adjacent to the PROJECT. Additionally, the LPA is responsible for documenting measurements, calculations, material quality, quantity, and basis for payment; change orders, claims, testing and results, traffic, inspections, plan changes, prevailing wage, EEO and DBE, if applicable. The LPA is responsible for ensuring all materials incorporated into the PROJECT comply with ODOT's Construction and Material Specifications and meet the requirements of Appendix J in the LAMP Manual of Procedures.
- 8.3 The LPA shall certify both the quantity and quality of material used, the quality of the work performed, and the amount of construction engineering cost, when applicable, incurred by the LPA for the eligible work on the PROJECT, as well as at the completion of construction. The LPA shall certify that the construction is in accordance with the approved plans, surveys, profiles, cross sections and material specifications or approved amendments thereto.
- 8.4 The Federal-aid Highway Program operates on a reimbursement basis, which requires that costs actually be incurred and paid before a request is made for reimbursement. The LPA shall review and/or approve all invoices prior to payment and prior to requesting reimbursement from ODOT for work performed on the PROJECT. If the LPA requests reimbursement, it must provide documentation of payment for the project costs requested. The LPA shall ensure the accuracy of any invoice in both amount and in relation to the progress made on the PROJECT. The LPA must submit to ODOT a written request for either current payment or reimbursement of the Federal/State share of the expenses involved, attaching copies of all source documentation associated with pending invoices or paid costs. To assure prompt payment, the measurement of quantities and the recording for payment should be performed on a daily basis as the items of work are completed and accepted.
- 8.5 ODOT shall pay, or reimburse, the LPA or, at the request of the LPA and with concurrence of ODOT, pay directly to the LPA's construction contractor ("Contractor"), the eligible items of expense in accordance with the cost-sharing provisions of this Agreement. If the LPA requests to have the Contractor paid directly, Attachment 2 to this Agreement shall be completed and submitted with the project bid tabulations, and the Contractor shall be required to establish Electronic Funds Transfer with the State of Ohio. ODOT shall pay the Contractor or reimburse the LPA within thirty (30) days of receipt of the approved Contractor's invoice from the LPA.
- 8.6 The LPA shall notify ODOT of the filing of any mechanic's liens against the LPA's Contractor within three (3) business days of receipt of notice of lien. Failure to so notify ODOT or failure to process a mechanic's lien in accordance with the provisions of Chapter 1311 of the ORC may result in the termination of this Agreement. Upon the receipt of notice of a mechanic's lien, ODOT reserves the right to (1) withhold an amount of money equal to the amount of the lien that may be due and owing to either the LPA or the Contractor; (2) terminate direct payment to the affected Contractor; or (3) take both actions, until such time as the lien is resolved.
- 8.7 Payment or reimbursement to the LPA shall be submitted to:
- |                        |
|------------------------|
| City of Zanesville     |
| 401 Market Street      |
| Zanesville, Ohio 43701 |
- 8.8 If, for any reason, the LPA contemplates suspending or terminating the contract of the Contractor, it shall first seek ODOT's written approval. Failure to timely notify ODOT of any contemplated suspension or termination, or failure to obtain written approval from ODOT prior to suspension or termination, may result in ODOT terminating this Agreement and ceasing all Federal funding commitments.

Ordinance 2020-78  
Attachment A

- 8.9 If ODOT approves any suspension or termination of the contract, ODOT reserves the right to amend its funding commitment in paragraph 3.1 and, if necessary, unilaterally modify any other term of this Agreement in order to preserve its Federal mandate. Upon request, the LPA agrees to assign all rights, title, and interests in its contract with the Contractor to ODOT to allow ODOT to direct additional or corrective work, recover damages due to errors or omissions, and to exercise all other contractual rights and remedies afforded by law or equity.
- 8.10 Any LPA right, claim, interest, and/or right of action, whether contingent or vested, arising out of, or related to any contract entered into by the LPA for the work to be performed by the Contractor on this PROJECT (the Claim), may be subrogated to ODOT, and ODOT shall have all of the LPA's rights in/to the Claim and against any other person(s) or entity(ies) against which such subrogation rights may be enforced. The LPA shall immediately notify ODOT in writing of any Claim. The LPA further authorizes ODOT to sue, compromise, or settle any such Claim. It is the intent of the parties that ODOT be fully substituted for the LPA and subrogated to all of the LPA's rights to recover under such Claim(s). The LPA agrees to cooperate with reasonable requests from ODOT for assistance in pursuing any action on the subrogated Claim including requests for information and/or documents and/or to testify.
- 8.11 After completion of the PROJECT, and in accordance with Title 23 United States Code 116 and applicable provisions of the ORC, the LPA shall maintain the PROJECT to design standards and provide adequate maintenance activities for the PROJECT, unless otherwise agreed to by ODOT. The PROJECT must remain under public ownership and authority for 20 years unless otherwise agreed to by ODOT. If the PROJECT is not being adequately maintained, ODOT shall notify the LPA of any deficiencies, and if the maintenance deficiencies are not corrected within a reasonable amount of time, ODOT may determine that the LPA is no longer eligible for future participation in any Federally-funded programs.
- 8.12 The LPA must provide the final invoices, and final report (Appendix P located in the Construction Chapter of the LPA Manual) along with all necessary closeout documentation within 6 months of the physical completion date of the PROJECT. All costs must be submitted within 6 months of the established completion date. Failure to submit final invoices along with the necessary closeout documentation within the 6-month period may result in closeout of the PROJECT and loss of eligibility of any remaining Federal and or State funds.
9. CERTIFICATION AND RECAPTURE OF FUNDS
- 9.1 This Agreement is subject to the determination by ODOT that sufficient funds have been appropriated by the Ohio General Assembly to the State for the purpose of this Agreement and to the certification of funds by the Office of Budget and Management, as required by ORC section 126.07. If ODOT determines that sufficient funds have not been appropriated for the purpose of this Agreement or if the Office of Budget and Management fails to certify the availability of funds, this Agreement or any renewal thereof will terminate on the date funding expires.
- 9.2 Unless otherwise directed by ODOT, if for any reason the PROJECT is not completed in its entirety or to a degree acceptable to ODOT and FHWA, the LPA shall repay to ODOT an amount equal to the total funds ODOT disbursed on behalf of the PROJECT. In turn, ODOT shall reimburse FHWA an amount equal to the total sum of Federal dollars it has received for the PROJECT. If the LPA has not repaid ODOT in full an amount equal to the total funds ODOT disbursed on behalf of the PROJECT, any funds recovered from the performance and payment bond as required under section 7.7 shall be used to offset the Federal dollars reimbursed to FHWA.
10. NONDISCRIMINATION
- 10.1 In carrying out this Agreement, the LPA shall not discriminate against any employee or applicant for employment because of race, religion, color, sex (including pregnancy, gender identity and sexual orientation), national origin, ancestry, age, disability as that term is defined in the American

Ordinance 2020-78  
Attachment A

with Disabilities Act, military status (past, present, or future), or genetic information. The LPA shall ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex (including pregnancy, gender identity and sexual orientation), national origin, ancestry, age, disability, military status, or genetic information. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

- 10.2 The LPA agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, and in all solicitations or advertisements for employees placed by it, state that all qualified applicants shall receive consideration for employment without regard to race, religion, color, sex (including pregnancy, gender identity and sexual orientation), national origin, ancestry, age, disability, military status, or genetic information. The LPA shall incorporate this nondiscrimination requirement within all of its contracts for any of the work on the PROJECT (other than subcontracts for standard commercial supplies or raw materials) and shall require all of its contractors to incorporate such requirements in all subcontracts for any part of such project work.
- 10.3 The LPA shall ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, will have an equal opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided in conjunction with this Agreement. To meet this requirement, subcontractors who claim to be DBEs must be certified by ODOT. The LPA shall require that all contracts and other agreements it enters into for the performance of the PROJECT contain the following specific language:

Disadvantaged Business Enterprise (DBE) Requirement. DBE participation goals (subcontracts, materials, supplies) have been set on this PROJECT for those certified as DBEs pursuant to Title 23, U.S.C. section 140(c) and 49 CFR, Part 26, and where applicable qualified to bid with ODOT under Chapter 5525 of the **ORC**.

ODOT shall supply the percentage goal to the LPA upon review of the Engineer's Estimate. Prior to executing the contract with the contractor, and in order for ODOT to encumber the Federal/State funds, the contractor must demonstrate compliance with the DBE Utilization Plan and Good Faith Efforts requirements.

**GOOD FAITH EFFORTS (GFEs)**

In the event that the DBE contract goal established by ODOT is not met on a project, the Contractor shall demonstrate that it made adequate good faith efforts to meet the goal, even though it did not succeed in obtaining enough DBE participation to do so.

The Contractor shall demonstrate its GFEs by submitting information including but not limited to the following to the LPA:

- (1) All written quotes received from certified DBE firms;
- (2) All written (including email) communications between the Contractor and DBE firms;
- (3) All written solicitations to DBE firms, even if unsuccessful;
- (4) Copies of each non-DBE quote when a non-DBE was selected over a DBE for work on the contract;
- (5) Phone logs of communications with DBE firms.

The LPA will send the GFE documentation including their recommendation to ODOT at the following address:

Ordinance 2020-78  
Attachment A

Office of Small & Disadvantaged Business Enterprise  
The Ohio Department of Transportation  
1980 West Broad Street, Mail Stop 3270  
Columbus, Ohio 43223

ODOT shall utilize the guidance set forth in 49 CFR §26.53 Appendix A in determining whether the Contactor has made adequate good faith efforts to meet the goal. ODOT will review the GFE documentation and the LPA's recommendation and issue a written determination on whether adequate GFEs have been demonstrated by the Contractor.

The Contractor may request administrative reconsideration within two (2) days of being informed that it did not perform a GFE. The Contractor must make this request in writing to the following official:

Ohio Department of Transportation  
Division of Chief Legal Counsel  
1980 West Broad Street, Mail Stop 1500  
Columbus, Ohio 43223

The reconsideration official will not have played any role in the original determination that the Contractor did not document sufficient good faith effort.

As part of this reconsideration, the Contractor will have the opportunity to provide written documentation or an argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. ODOT will send the Contractor a written decision on reconsideration explaining the basis for finding that the Contractor did or did not meet the goal or make adequate good faith efforts. The result of the reconsideration process is not administratively appealable.

ODOT may issue sanctions if the Contractor fails to comply with the contract requirements and/or fails to demonstrate the necessary good faith effort. ODOT may impose any of the following sanctions:

- (a) letter of reprimand;
- (b) contract termination; and/or
- (c) other remedies available by law including administrative suspension.

Factors to be considered in issuing sanctions include, but are not limited to:

- (a) the magnitude and the type of offense;
- (b) the degree of the Consultant's culpability;
- (c) any steps taken to rectify the situation;
- (d) the Contractor's record of performance on other projects including, but not limited to:
  - (1) annual DBE participation over DBE goals;
  - (2) annual DBE participation on projects without goals;
  - (3) number of complaints ODOT has received from DBEs regarding the Contractor; and,
  - (4) the number of times the Contractor has been previously sanctioned by ODOT; and,
- (e) Whether the Contractor falsified, misrepresented, or withheld information.

10.4 During the performance of this contract, the LPA, for itself, its assignees and successors in interest agrees as follows:

- (a) **Compliance with Regulations:** The LPA will comply with the regulations relative to nondiscrimination in Federally-assisted programs of the United States Department of Transportation (hereinafter "U.S. DOT") Title 49, Code of Federal Regulations, Part 21, as

Ordinance 2020-78  
Attachment A

they may be amended from time to time, (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.

In addition, the LPA will comply with the provisions of the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, FHWA Guidance, and any other Federal, State, and/or local laws, rules and/or regulations (hereinafter referred to as "ADA/504").

- (b) **Nondiscrimination:** The LPA, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex (including pregnancy, gender identification and sexual orientation), age, disability, low-income status or limited English proficiency in the selection and retention of contractors or subcontractors, including procurements of materials and leases of equipment. The LPA will not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations, as well as the ADA/504 regulations.
- (c) **Solicitations for Contractors or Subcontractors, including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the LPA for work to be performed under a contract or subcontract, including procurements of materials or leases of equipment, each potential contractor, subcontractor, or supplier will be notified by the LPA of the LPA's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex (including pregnancy, gender identification and sexual orientation), age, disability, low-income status or limited English proficiency.
- (d) **Information and Reports:** The LPA will provide all information and reports required by the Regulations or directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the STATE or FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the LPA is in the exclusive possession of another who fails or refuses to furnish this information, the LPA will so certify to the STATE or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
- (e) **Sanctions for Noncompliance:** In the event of the LPA's noncompliance with the nondiscrimination provisions of this contract, the STATE will impose such contract sanctions as it or FHWA may determine to be appropriate, including, but not limited to:
  - (1) withholding of payments to the LPA under the contract until the LPA complies, and/or
  - (2) cancellation, termination or suspension of the contract, in whole or in part.
- (f) **Incorporation of Provisions:** The LPA will include the provisions of paragraphs 10.4 (a) through (e) above in every contract or subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The LPA will take such action with respect to any contractor or subcontractor procurement as the STATE or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event the LPA becomes involved in, or is threatened with, litigation with a contractor, subcontractor, or supplier as a result of such direction, the LPA may request the STATE to enter into such litigation to protect the interests of the STATE, and, in addition, the LPA may request the United States to enter into such litigation to protect the interests of the United States.

Ordinance 2020-78  
Attachment A

11. DATA, PATENTS AND COPYRIGHTS - PUBLIC USE

- 11.1 The LPA shall ensure that any designs, specifications, processes, devices or other intellectual properties specifically devised for the PROJECT by its consultants or contractors performing work become the property of the LPA, and that when requested, such designs, specifications, processes, devices or other intellectual properties shall become available to ODOT and FHWA with an unrestricted right to reproduce, distribute, modify, maintain, and use. The LPA's consultants and contractors shall not seek or obtain copyrights, patents, or other forms of proprietary protection for such designs, specifications, processes, devices or other intellectual properties, and in providing them to the PROJECT, shall relinquish any such protections should they exist.
- 11.2 The LPA shall not allow its consultants or contractors to utilize within the development of the PROJECT any copyrighted, patented or similarly protected design, specification, process, device or other intellectual property unless the consultant or contractor has provided for such use by suitable legal agreement with the owner of such copyright, patent or similar protection. A consultant or contractor making use of such protected items for the PROJECT shall indemnify and save harmless the LPA and any affected third party from any and all claims of infringement on such protections, including any costs, expenses, and damages which it may be obliged to pay by reason of infringement, at any time during the prosecution or after the completion of work on the PROJECT.
- 11.3 In the case of patented pavements or wearing courses where royalties, licensing and proprietary service charges, exacted or to be exacted by the patentees, are published and certified agreements are filed with the LPA, guaranteeing to prospective bidders free unrestricted use of all such proprietary rights and trademarked goods upon payment of such published charges, such patented pavements or wearing courses may be specifically designated in the proposal and competition secured upon the item exclusive of the patent or proprietary charges.

12. TERMINATION; DEFAULT AND BREACH OF CONTRACT

- 12.1 Neglect or failure of the LPA to comply with any of the terms, conditions, or provisions of this Agreement, including misrepresentation of fact, may be an event of default, unless such failure or neglect are the result of natural disasters, strikes, lockouts, acts of public enemies, insurrections, riots, epidemics, civil disturbances, explosions, orders of any kind of governments of the United States or State of Ohio or any of their departments or political subdivisions, or any other cause not reasonably within the LPA's control. If a default has occurred, ODOT may terminate this Agreement with thirty (30) days written notice, except that if ODOT determines that the default can be remedied, then ODOT and the LPA shall proceed in accordance with sections 12.2 through 12.4 of this Agreement.
- 12.2 If notified by ODOT in writing that it is in violation of any of the terms, conditions, or provisions of this Agreement, and a default has occurred, the LPA shall have thirty (30) days from the date of such notification to remedy the default or, if the remedy will take in excess of thirty (30) days to complete, the LPA shall have thirty (30) days to satisfactorily commence a remedy of the causes preventing its compliance and curing the default situation. Expiration of the thirty (30) days and failure by the LPA to remedy, or to satisfactorily commence the remedy of, the default whether payment of funds has been fully or partially made, shall result in ODOT, at its discretion, declining to make any further payments to the LPA, or in the termination of this Agreement by ODOT. If this Agreement is terminated, the LPA may be liable to repay to ODOT all of the Federal funds disbursed to it under this Agreement.
- 12.3 The LPA, upon receiving a notice of termination from ODOT for default, shall cease work on the terminated activities covered under this Agreement. If so requested by ODOT, the LPA shall assign to ODOT all its rights, title, and interest to any contracts it has with any consultants or contractors. Otherwise, the LPA shall terminate all contracts and other agreements it has entered into relating to such covered activities, take all necessary and appropriate steps to limit disbursements and minimize any remaining costs. At the request of ODOT, the LPA may be required to furnish a report

Ordinance 2020-78  
Attachment A

describing the status of PROJECT activities as of the date of its receipt of notice of termination, including results accomplished and other matters as ODOT may require.

- 12.4 No remedy herein conferred upon or reserved by ODOT is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or option accruing to ODOT upon any default by the LPA shall impair any such right or option or shall be construed to be a waiver thereof, but any such right or option may be exercised from time to time and as often as may be deemed expedient by ODOT.
- 12.5 This Agreement and obligation of the parties herein may be terminated by either party with thirty days written notice to the other party. In the event of termination, the LPA shall cease work, terminate all subcontracts relating to such terminated activities, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish all data results, reports, and other materials describing all work under this contract, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as ODOT may require.
- 12.3. In the event of termination for convenience, the LPA shall be entitled to compensation, upon submission of a proper invoice, for the work performed prior to receipt of notice of termination, less any funds previously paid by or on behalf of ODOT. ODOT shall not be liable for any further claims, and the claims submitted by the LPA shall not exceed the total amount of consideration stated in this Agreement. In the event of termination, any payments made by ODOT in which services have not been rendered by the LPA shall be returned to ODOT.

13. THIRD PARTIES AND RESPONSIBILITIES FOR CLAIMS

- 13.1 Nothing in this Agreement shall be construed as conferring any legal rights, privileges, or immunities, or imposing any legal duties or obligations, on any person or persons other than the parties named in this Agreement, whether such rights, privileges, immunities, duties, or obligations be regarded as contractual, equitable, or beneficial in nature as to such other person or persons. Nothing in this Agreement shall be construed as creating any legal relations between the Director and any person performing services or supplying any equipment, materials, goods, or supplies for the PROJECT sufficient to impose upon the Director any of the obligations specified in section 126.30 of the ORC.
- 13.2 The LPA hereby agrees to accept responsibility for any and all damages or claims for which it is legally liable arising from the actionable negligence of its officers, employees or agents in the performance of the LPA's obligations made or agreed to herein.

14. NOTICE

- 14.1 Notice under this Agreement shall be directed as follows:

If to the LPA:

If to ODOT:

Public Service Director	Andrea Stevenson
City of Zanesville	ODOT, Office of Local Programs
401 Market Street	1980 W. Broad St., Mail Stop 3180
Zanesville, Ohio 43701	Columbus, OH 43223

RAL PROVISIONS

- 15.1 *Recovery of LPA's allocable project Direct Labor, Fringe Benefits, and/or Indirect Costs:*

Ordinance 2020-78  
Attachment A

To be eligible to recover any costs associated with the LPA's internal labor forces allocable to this PROJECT, the LPA shall make an appropriate selection below: [LPA official must initial the option selected.]

**1. No cost recovery of LPA's project direct labor, fringe benefits, or overhead costs.**

- (A) The LPA **does not** currently maintain an ODOT approved federally compliant time-tracking system<sup>1</sup>, **and**
- (B) The LPA **does not** intend to have a federally compliant time-tracking system developed, implemented, and approved by ODOT prior to the period of performance of this PROJECT, **and/or**
- (C) The LPA **does not** intend to pursue recovery of these project direct labor, fringe benefits, or overhead costs during the period of performance of this PROJECT Agreement.

**2. Direct labor plus indirect costs calculated using the Federal 10% De Minimis Indirect Cost Rate.<sup>2</sup>**

- (A) The LPA currently maintains, or intends to develop and implement prior to the period of performance of this PROJECT, an ODOT approved federally compliant time-tracking system, **and**
- (B) The LPA **does not** currently have, and **does not** intend to negotiate, an ODOT approved fringe benefits rate prior to the period of performance of this PROJECT.

**3. Direct labor, plus fringe benefits costs calculated using the LPA's ODOT approved Fringe Benefits Rate, plus indirect costs calculated using the Federal 10% De Minimis Indirect Cost Rate.<sup>3</sup>**

- (A) The LPA currently maintains, or intends to develop and implement prior to the period of performance of this PROJECT, an ODOT approved federally compliant time-tracking system, **and**
- (B) The LPA currently has, or intends to negotiate, an ODOT approved fringe benefits rate prior to the period of performance of this PROJECT.

- 
- 1 A "federally compliant time-tracking system" is supported by a system of internal controls and record-keeping that accurately reflects the work performed; which provides reasonable assurance that the time being charged is accurate, allowable, and properly allocated; is incorporated in official records such as payroll records; reasonably reflects the employee's total activity; provides a time or percentage breakdown on all activities, both Federally funded and non-Federally funded for the employee and complies with the LPA's pre-established accounting practices and procedures.
  - 2 [Also be sure to read footnote # 1] The De Minimis Indirect Cost Rate is 10 percent of modified total direct costs (MTDC) per 2 CFR §200.414. The definition of MTDC is provided in the regulation at 2 CFR §200.68. Any questions regarding the calculation of MTDC for a specific project should be directed to the Office of Local Programs. Further, regardless of whether the LPA subrecipient negotiates overhead rates with ODOT or uses the 10-percent de minimis rate, LPAs are required to maintain Federally-compliant time-tracking systems. Accordingly, LPAs are permitted to bill for labor costs, and then potentially associated fringe/indirect costs, only if the labor costs are accumulated, tracked, and allocated in accordance with compliant systems. Before an LPA is eligible to invoice ODOT for and recover the 10% de minimis indirect cost rate on any project, the LPA's time-tracking system and methods for tracking other project costs must be reviewed and approved by the ODOT Office of External Audits. A non-Federal entity that elects to charge the de minimis rate must meet the requirements in 2 CFR 200 Appendix VII Section D, Part 1, paragraph b.
  - 3 [Also be sure to read footnotes # 1 and 2] The fringe benefits rate billed to this project must be determined in accordance with the Rate Agreement periodically negotiated with and approved by the ODOT Office of External Audits. The fiscal period when the LPA's direct labor costs are paid will be matched with the ODOT approved rate for that fiscal year to determine which rate is applicable. Accordingly, the fringe benefits rate applicable to different fiscal years throughout the period of performance of the project may fluctuate to match changes to the ODOT approved rate.

Ordinance 2020-78  
Attachment A



**4. Direct labor, plus fringe benefits costs calculated using the LPA's ODOT approved Fringe Benefits Rate, plus indirect costs calculated using the LPA's ODOT approved Indirect Cost Rate.**<sup>4</sup>

- (A) The LPA currently maintains, or intends to develop and implement prior to the period of performance of this PROJECT, an ODOT approved federally compliant time-tracking system, **and**
- (B) The LPA currently has, or intends to negotiate, an ODOT approved fringe benefits rate prior to the period of performance of this PROJECT, **and**
- (C) Instead of using the Federal 10% De Minimis Indirect Cost Rate, the LPA currently has, or intends to negotiate, an ODOT approved indirect cost rate prior to the period of performance of this PROJECT.

For any allocable project labor costs to be eligible for reimbursement with Federal and/or State funds, the LPA must maintain compliance with all timekeeping requirements specified in 2 CFR Part 200 and the ODOT LPA Cost Recovery Guidance, including ODOT Questions and Answers and related supplementary guidance, as applicable. Additionally, if the LPA elects to recover fringe and/or indirect costs, the LPA shall maintain compliance with Appendix VII of 2 CFR Part 200 and the LATP Manual of Procedures.

- 15.2 If the LPA decides to change its indirect cost recovery option, the change shall not become effective until this Agreement is amended pursuant to section 15.12 below to reflect the indirect cost recovery option utilized by the LPA on the PROJECT.
- 15.3 *Financial Reporting and Audit Requirements:* One or more phases of this Agreement include a sub award of Federal funds to the LPA. Accordingly, the LPA must comply with the financial reporting and audit requirements of 2 CFR Part 200.

All non-federal entities, including ODOT's LPA sub recipients, that have aggregate federal awards expenditures from all sources of \$750,000 or more in the non-federal entity's fiscal year must have a Single Audit, or program-specific audit, conducted for that year in accordance with the provisions of 2 CFR Part 200.

Federal and State funds expended to or on behalf of a sub recipient must be recorded in the accounting records of the LPA subrecipient. The LPA is responsible for tracking all project payments throughout the life of the PROJECT in order to ensure an accurate Schedule of Expenditures of Federal Awards (SEFA) is prepared annually for all *Applicable Federal Funds*. *Applicable Federal Funds* are those that are identified with the various project phases of this Agreement as a subaward. *Applicable Federal Funds* include not only those LPA project expenditures that ODOT subsequently reimburses with Federal funds, but also those Federal funds project expenditures that are disbursed directly by ODOT upon the request of the LPA.

The LPA must separately identify each ODOT PID and/or Project and the corresponding expenditures on its SEFA. LPAs are responsible for ensuring expenditures related to this PROJECT are reported when the activity related to the Federal award occurs. Further, the LPA may make this determination consistent with section 2 CFR §200.502 and its established accounting method to determine expenditures including accrual, modified accrual or cash basis.

When project expenditures are not accurately reported on the SEFA, the LPA may be required to make corrections to and republish the SEFA to ensure Federal funds are accurately reported in the

<sup>4</sup> [Also be sure to read footnote # 1] The fringe benefits and indirect cost rates billed to this project must be determined in accordance with the Rate Agreement periodically negotiated with and approved by the Office of External Audits. The fiscal period when the LPA's direct labor costs are paid will be matched with the ODOT approved rates for that fiscal year to determine which rates are applicable. Accordingly, the rates applicable to different fiscal years throughout the period of performance of the project may fluctuate to match changes to the ODOT approved rates.

Ordinance 2020-78  
Attachment A

correct fiscal year. An ODOT request for the restatement of a previously published SEFA will be coordinated with the Ohio Auditor of State.

- 15.4 *Record Retention:* The LPA, when requested at reasonable times and in a reasonable manner, shall make available to the agents, officers, and auditors of ODOT and the United States government, its records and financial statements as necessary relating to the LPA's obligations under this Agreement. All such books, documents, and records shall be kept for a period of at least three years after FHWA approves the LPA's final Federal voucher for reimbursement of project expenses. In the event that an audit-related dispute should arise during this retention period, any such books, documents, and records that are related to the disputed matter shall be preserved for the term of that dispute. The LPA shall require that all contracts and other agreements it enters into for the performance of the PROJECT contain the following specific language:

As the LPA, ODOT or the United States government may legitimately request from time to time, the contractor agrees to make available for inspection and/or reproduction by the LPA, ODOT or United States government, all records, books, and documents of every kind and description that relate to this contract.

Nothing contained in this Agreement shall in any way modify the LPA's legal duties and obligations to maintain and/or retain its records under Ohio public records laws.

- 15.5 *Ohio Ethics Laws:* LPA agrees that they are currently in compliance and will continue to adhere to the requirements of Ohio Ethics law as provided by Section 102.03 and 102.04 of the ORC.
- 15.6 *State Property Drug-Free Workplace Compliance:* In accordance with applicable State and Federal laws, rules, and policy, the LPA shall make a good faith effort to ensure that its employees and its contractors will not purchase, transfer, use, or possess alcohol or a controlled substance while working on State property.
- 15.7 *Trade:* Pursuant to the federal Export Administration Act and Ohio Revised Code 9.76(B), the LPA and any contractor or sub-contractor shall warrant that they are not boycotting any jurisdiction with whom the United States and the State of Ohio can enjoy open trade, including Israel, and will not do so during the term of this Agreement.

The State of Ohio does not acquire supplies or services that cannot be imported lawfully into the United States. The LPA certifies that it, its Contractors, subcontractors, and any agent of the Contractor or its subcontractors, acquire any supplies or services in accordance with all trade control laws, regulations or orders of the United States, including the prohibited source regulations set forth in subpart 25.7, Prohibited Sources, of the Federal Acquisition Regulation and any sanctions administered or enforced by the U.S. Department of Treasury's Office of Foreign Assets Control. A list of those sanctions by country can be found at <https://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx>. These sanctions generally preclude acquiring any supplies or services that originate from sources within, or that were located in or transported from or through Cuba, Iran, Libya, North Korea, Syria, or the Crimea region of Ukraine.

- 15.8 *Lobbying:* Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, PL 104-65 (2 U.S.C. §1601, et seq.). LPA agrees that it will not use any funds for Lobbying, 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S. C. 1352. Each tier shall comply with Federal statutory provisions or the extent applicable prohibiting the use of Federal assistance funds for activities designed to influence congress to a State legislature on legislation or appropriations, except through proper official channels. Each tier shall also disclose

Ordinance 2020-78  
Attachment A

the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

- 15.9 *Debarment.* LPA represents and warrants that it is not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either R.C. 153.02 or R.C. 125.25 or by the Federal Government pursuant to 2 CFR Part 1200 and 2 CFR Part 180.
- 15.10 *Governing Law:* This Agreement and any claims arising out of this Agreement shall be governed by the laws of the State of Ohio. Any provision of this Agreement prohibited by the laws of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this Agreement or the performance thereunder shall be brought only in the courts of Ohio, and the LPA hereby irrevocably consents to such jurisdiction. To the extent that ODOT is a party to any litigation arising out of or relating in any way to this Agreement or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.
- 15.11 *Assignment:* Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned by either party hereto without the prior express written consent of the other party.
- 15.12 *Merger and Modification:* This Agreement and its attachments constitute the entire Agreement between the parties. All prior discussions and understandings between the parties are superseded by this Agreement. Unless otherwise noted herein, this Agreement shall not be altered, modified, or amended except by a written agreement signed by both parties hereto.
- 15.13 *Severability:* If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or the ability to enforce the remainder of this Agreement. All provisions of this Agreement shall be deemed severable.
- 15.14 *Signatures:* Any person executing this Agreement in a representative capacity hereby represents that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.
- 15.15 *Facsimile Signatures:* Any party hereto may deliver a copy of its counterpart signature page to this Agreement via fax or e-mail. Each party hereto shall be entitled to rely upon a facsimile or electronic signature on any other party delivered in such a manner as if such signature were an original.

The parties hereto have caused this Agreement to be duly executed as of the day and year last written below.

<b>LPA: City of Zanesville</b>	<b>STATE OF OHIO OHIO DEPARTMENT OF TRANSPORTATION</b>
By:	By:
Scott Brown Title: Public Service Director	Jack Marchbanks Director
Date:	Date:

Attachment 1

**PROJECT BUDGET – SOURCES AND USES OF FUNDS**

USES	LPA FUNDS			FHWA FUNDS			STATE FUNDS			TOTAL
	Amount	%	SAC	Amount	%	SAC	Amount	%	SAC	
PRELIMINARY DEVELOPMENT										
FINAL DESIGN, CONSTRUCTION PLANS & SPECIFICATIONS										
ACQUISITION OF RIGHT OF WAY & UTILITY RELOCATION										
PROJECT CONSTRUCTION COSTS	\$70,000.00	20	LNTF	\$280,000.00	80	4TA7				\$300,000.00
INSPECTION	\$1,800.00	20	LNTF	\$7,200.00	80	4TA7				\$9,000.00
TOTALS	\$71,800.00			\$287,200.00						\$359,000.00

Ordinance 2020-78  
Attachment A

**Attachment 2**

MUS CR 2 00.00  
COUNTY-ROUTE-SECTION

106985  
PID NUMBER

31506  
AGREEMENT NUMBER

606-631-562  
DUNS NUMBER

**DIRECT PAYMENT OF CONTRACTOR**

At the direction of the LPA and upon approval of ODOT, payments for work performed under the terms of the Agreement by the LPA's contractor shall be paid directly to the contractor in the pro-rata share of Federal/State participation. The invoice package shall be prepared by the LPA as previously defined in this Agreement, and shall indicate that the payment is to be made to the contractor. In addition, the invoice must state the contractor's name, mailing address and OAKS Vendor ID. Separate invoices shall be submitted for payments that are to be made to the contractor and those that are to be made to the LPA.

When ODOT uses Federal funds to make payment to the contractor, all such payments are considered to be expenditures of Federal funds received and also expended by the LPA (sub recipient). Accordingly, the LPA is responsible for tracking the receipts and payments and reporting the payments Federal (Receipts) Expenditures on the Schedule of Expenditures of Federal Awards (SEFA). An LPA that fails to report these funds accurately and timely may be required to restate the SEFA to comply with Federal reporting requirements.

We (INSERT NAME OF LPA) request that all payments for the Federal/State share of the construction costs of this Agreement performed by (CONTRACTOR'S NAME) be paid directly to (CONTRACTOR'S NAME).

VENDOR Name:	<b>Error! Reference source not found.</b>
Oaks Vendor ID:	<u>0000000000</u>
Mailing Address:	<b>Error! Reference source not found.</b>
	<b>Error! Reference source not found.</b>
LPA signature:	

LPA Name:	<b>Error! Reference source not found.</b>
Oaks Vendor ID:	<u>0000000000</u>
Mailing Address:	<b>Error! Reference source not found.</b>
	<b>Error! Reference source not found.</b>
ODOT Approval signature:	

ORDINANCE NO. 2020-79  
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 zoning district change from I-1 Industrial 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 I-1 Industrial to C-4 Highway Commercial, situated in the City of Zanesville, County of Muskingum, and State of Ohio, and bounded and described as follows:

Auditors Parcel #83-25-07-07-000, recorded in Deed Volume 2541, Page 592 being located in the Muskingum County Recorder's Office.

Auditors Parcel #83-26-03-02-000, recorded in Deed Volume 2538, Page 863 being located in the Muskingum County Recorder's Office.

**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**

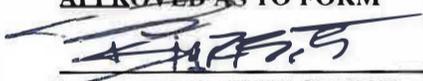
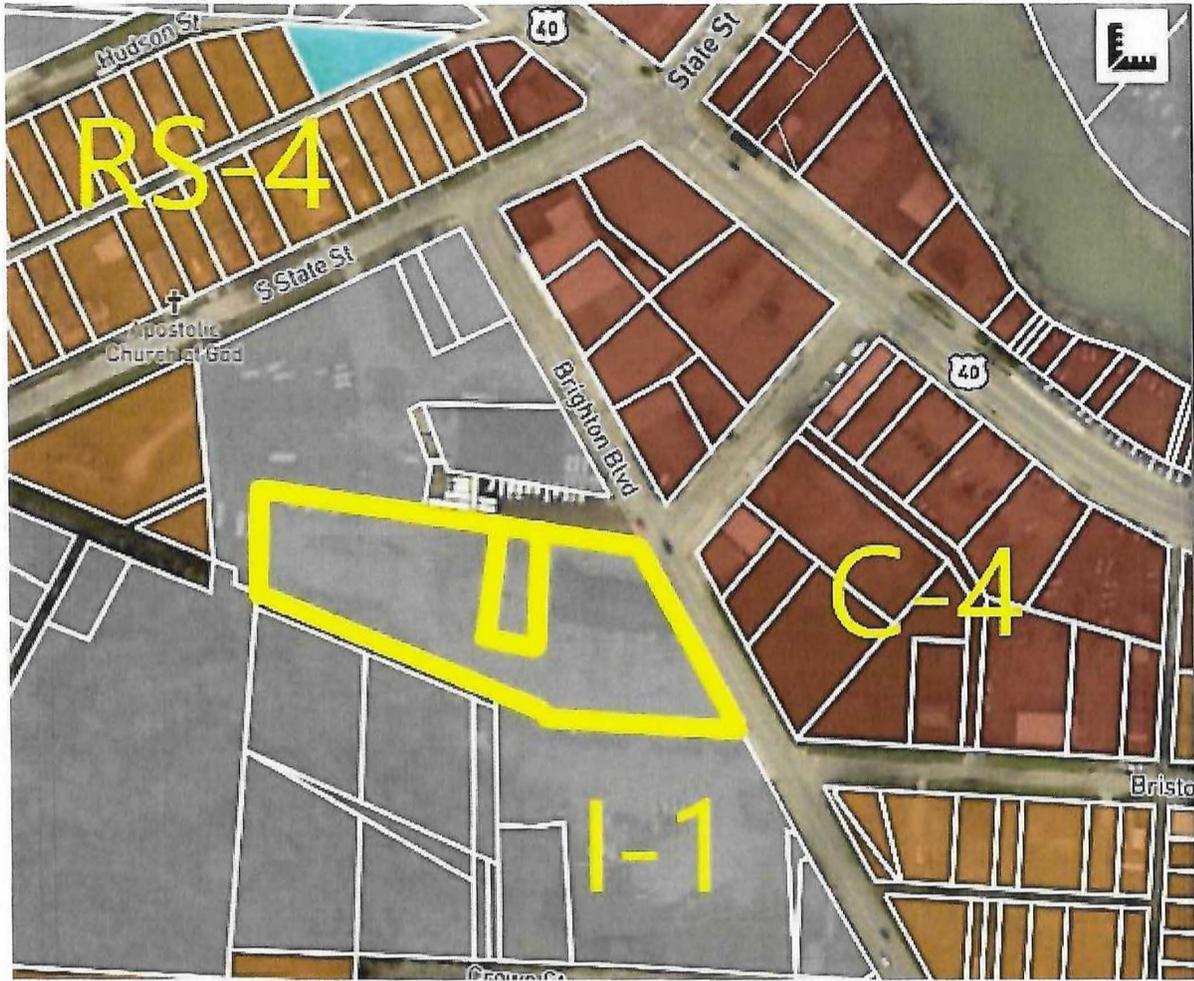
**THIS LEGISLATION  
APPROVED AS TO FORM**  
  
\_\_\_\_\_  
**LAW DIRECTOR'S OFFICE**

EXHIBIT A



Highlighted area denotes area to be rezoned from I-1 Industrial to C-4 Highway Commercial