

**City Council meeting
Agenda of business
August 10, 2020**

The Lord's Prayer

Pledge of Allegiance to the flag

Item
no.

A. Roll call

B. Approval of minutes

C. Communications, reports, and resolutions

1. **Communication from Scott Brown** – City of Zanesville Cemetery Division's 1st and 2nd Quarter Reports for 2020.
2. **Communication from Rhonda Heskett, Budget & Finance Director** – The Local Government Revenue FY 2020 as Certified by the Muskingum County Auditor's Office.

D. Proposed ordinances

3. **Ordinance No. 2020-98** – Introduced by Council – An Ordinance enacted by the City of Zanesville of Muskingum County, Ohio for intersection upgrades at the following intersections along Pine Street (CR 2004): West Main Street, Pershing Road, and Eppley Avenue. (First Reading)
4. **Ordinance No. 2020-99** – Introduced by Council – An Ordinance authorizing the proper city official to purchase a new John Deere 444L Wheel Loader from Murphy Tractor & Equipment Co. for the Water Division through the State of Ohio Cooperative Purchasing Program. (First Reading)
5. **Ordinance No. 2020-100** – Introduced by Council – An Ordinance authorizing a maximum schedule of positions for the City of Zanesville's Workforce. (First Reading)
6. **Ordinance No. 2020-101** – Introduced by Council – An Ordinance approving a written port-issuance compliance policy in connection with the issuance of tax-exempt and tax-preferred obligations by the City of Zanesville. (First Reading)

7. **Ordinance No. 2020-102** – Introduced by Council – An Ordinance approving an agreement with Worthington Foods, Inc. providing for a project and tax exemptions pursuant to the Ohio Enterprise Zone Program, and making determinations in connection therewith, and declaring an emergency. (Emergency or First Reading)

E. Ordinances for action

8. **Ordinance No. 2020-93** - Introduced by Council – An Ordinance authorizing the assessment of liens against certain properties for demolition and clearance activities, and declaring an emergency. (Emergency or Second Reading)
9. **Ordinance No. 2020-94** –Introduced by Council – An Ordinance implementing Sections 3735.65 through 3735.70 of the Ohio Revised Code, establishing and describing the boundaries of Community Reinvestment Area in the City of Zanesville, designation a Housing Officer to administer the program, and creating a Community Reinvestment Housing Council and a Tax Incentive Review Council. (Second Reading)
10. **Ordinance No. 2020-86** – Introduced by Council - An Ordinance advertising for bids and entering into contract for public employee bond coverage. (Third Reading)
11. **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. (Third Reading)
12. **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 Third Reading)

F. Traffic orders

None have been filed for this meeting.

G. Miscellaneous and unfinished business

H. Private petitions and communications

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

PUBLIC HEARING

Mr. Vincent called the hearing to order at 6:15 p.m. on July 27, 2020. We are here tonight to hear a request to amend and revise the zoning map and make permanent zoning in the City of Zanesville, Ohio from RS-4 Medium-High-Density Single Family Residential to RM-1 Low-Density Multi-Family Residential for Parcel Numbers 84-18-02-16-000, 84-18-02-15-000, 84-18-02-14-000, 84-18-02-13-000, 84-18-02-12-000, 84-19-03-13-000, and 84-19-03-12-000 which are 7 parcels in vicinity to 918 Maple Avenue. All testimony for and against will be heard.

In attendance were Mayor Don Mason; Council President Daniel Vincent; Councilmembers Mark Baker, Todd E. Ware, J. Rob Sharrer, Jan Bradshaw, Ann Gildow; Joey Osborn (by phone) and Sandy Gentry (by phone); Scott Brown, Public Service Director; Matthew Schley, Community Development Director; and Susan Culbertson, Clerk of Council.

Matthew Schley said thank you for having me. Currently these properties are on what it known as lower Maple Avenue. It is over by Tom's Ice Cream Bowl. These properties are all zoned high-density single-family residential. What had happened was all of these properties here are legal non-confirming multi-family residential. Two of these properties here are both condemned. That is 84-18-02-14-000 and 84-18-02-12-000. They are right in the middle of the map here both properties are condemned. The current owner wished to tear them down and rebuild them, but the way our code works is if you tear down a legal non-confirming structure you cannot rebuild the same legal non-confirming structure. So he opted to come and ask for these properties to be rezoned as multi-family residential. When staff had gone out and reviewed the neighborhood we noticed that all the outlying properties are legal non-confirming so we would run into the same issue in a few years. If they wanted to rebuild they couldn't be rebuilt in that fashion. Staff made the recommendation to the Planning Commission to include all seven of these parcels in the rezoning request. The Planning Commission voted to recommend this to Council with the recommendation of approval. The Community Development Committee approved this as well and they recommended approval as well. We have gotten zero comments or questions against the action and everything seemed positive. I think the property owners there understand this would help them if there was ever a fire or flood for some reason to be able to rebuild and re-coop their investments.

Mr. Vincent: Okay Mr. Schley, and this area and you may have said, but this area has been multi-family dwellings for decades, many, many decades. They are large homes and I have never heard of any issues up there with them being multi-family.

Mr. Schley: Absolutely, a lot of the time when some of these larger homes come on the market they get carved up and used as multi-family dwellings. So, this isn't an uncommon thing. This would actually be cleaning up our code and making something that is currently non-confirming to conforming.

Mr. Vincent: I don't think anyone right now or anything in my mind that stands out as far as detracting from the exterior appearance of these buildings that I can think of as far as driving by and I think we have things in place that would guide that.

Matthew Schley: Yes, actually the owner of the two buildings that kind of prompted this has already gotten approval from the Historic Preservation Board to build two new apartment buildings on those lots. I believe he wants to start building sometime this year.

Mr. Vincent: I think he has an excellent track record. I think he will do things right. He has proven that. Okay, are there any questions from Council?

Ms. Gildow: A comment, I am on the Historic Preservation Committee and I would just like to say that both the owner and his builder were there to answer any questions we had and the information they provided was top notch. They fully answered every question people had and because I used to live on that part of Maple Avenue before eminent domain took that house to make it an expressway ramp it will definitely improve that neighborhood. The housing study is another thing. There is a huge need for housing like this so I think it is just all good.

Mr. Vincent: Good points. I appreciate that. Is there anything else from Council? Jan, Rob, anyone. How about Mrs. Osborn or Mrs. Gentry? Do you have anything?

No comments were received from anyone.

Mr. Vincent: With that, do we have anyone on the line? Are we unmuted for the public line? The public line was opened. Mr. Vincent asked if anyone wanted to make comment. Is there anyone on the line that wants to speak for this? The line is yours. Do we have anyone on the line that wants to speak against this? Is there anyone out there that wants to share anything against this? Okay, I don't think we have anyone on the line. Okay, is there anything else from Council? This is your last chance. Okay, thank you Mr. Schley we greatly appreciate it. We will call this public hearing to a close. Closed the hearing about 6:22. Our next hearing will be at 6:25 p.m.

Susan Culbertson
Clerk of Council

Daniel M. Vincent
President of Zanesville City Council

PUBLIC HEARING

Mr. Vincent called the public hearing to order on Monday, July 27, 2020 at 6:25 p.m. at Zanesville City Council Chambers, 401 Market Street, Zanesville, Ohio concerning

establishing the real property located at 532 McIntire Avenue (Tom's Ice Cream), Zanesville as a locally designated historic property in accordance with the City's authority as a certified local government. All testimony for and against will be heard.

In attendance were Mayor Don Mason; Council President Daniel Vincent; Councilmembers Mark Baker, Todd E. Ware, J. Rob Sharrer, Jan Bradshaw, Ann Gildow, Joey Osborn (by phone) and Sandy Gentry (by phone); Scott Brown, Public Service Director; Matthew Schley, Community Development Director; and Susan Culbertson, Clerk of Council.

Matthew Schley: I would like to preface this with explaining first and foremost why we have to have a certified locally designated historic structure. In your packets tonight you have a first reading for a Community Reinvestment Area (CRA). In order to have a CRA you have to have that district anchored by a historic property. The certified local government powers that the city has allows us to designate properties that are locally historically significant. Tom's Ice Cream Bowl has been around for I think 70 plus years now and they have made major contributions to the culture and history of the City of Zanesville. We worked with Joe Baker, the current owner. Working with him, he was more than happy to oblige and use his property as an anchor so we would really like to thank him for that. What this will do and the only drawback is this property and this property alone will fall under the purview of the Historic Preservation Board so any exterior changes made to this property would fall under that board. Joe said he doesn't plan on changing any time soon so it really shouldn't affect him at all. This was heard by the Historic Preservation Board, the Planning Commission, and the Community Development Committee for approval and all three recommended to Council unanimously with approval. Other than that, that is about all I have for you.

Mr. Vincent: Thank you, sir. Are there any questions from Council?

Mrs. Osborn: Mr. President, what does this do for him? How does it benefit him?

Matthew Schley: To answer that Joey, it allows us to create a Community Reinvestment Area (CRA) around his property. So, it does include all the properties owned by Mr. Baker and any sizable investment made by him into his properties would allow him to abate taxes for a certain percentage over a certain number of years depending on what that investment was.

Mrs. Osborn: Is this another one of the projects then that we are doing downtown?

Matthew Schley: I wouldn't say that since it is a different economic program. We have a Community Reinvestment Area (CRA) downtown though, Joey.

Mrs. Osborn: Okay.

Mr. Baker: So would this allow for the tax abatement on a certain percentage over a certain period of years on the increase of the value?

Matthew Schley: Absolutely, Mark.

Mr. Baker: Okay, so if the property value went up by \$10,000 that is what we are talking about.

Matthew Schley: Okay, so say a property owner in that district, let's use Joe as an example. Say Joe wanted to build on to Tom's Ice Cream Bowl and that addition would increase his taxable value by \$12,000. Because it is commercial he would have to come ahead of time for our CRA rules and negotiate that upfront. Depending on what categories he would fall in would depend on what type of abatement he could qualify for, but yes, essentially it would.

Mark Baker: Those are set guidelines as well, right?

Matthew Schley: Those are on the ordinance that you will have tonight for first reading, but this has to come first so that is why this came through now.

Ms. Gildow: Mr. President, of course I have a comment. Also, relative to Historic Preservation, it is just sort of fun to think of a building like Tom's Ice Cream Bowl that was a part of most of our childhood and the owners were completely efficient in keeping it the same all of these years. I think that is a big part of the beauty in why people really love to go there besides the fact that they have really good ice cream. You know, the old style counter, the soda fountain, and the whole bit, you can't go there without feeling nostalgic and USA Today did a competition of ice cream shops. It has been over ten years ago now, but Tom's was named number one in the United States.

Mr. Baker: You can still see the newspaper article hanging from inside of their lobby.

Ms. Gildow: So, I would say this is definitely history we want to preserve.

Mr. Vincent: Thank you. I appreciate that and everyone's thoughts. Is there anything else from Council before we turn it over to the public? The public is on mute.

Matthew Schley unmuted the public access phone line.

Mr. Vincent: Is there anyone from the public that wishes to speak for this or against this? Now is your opportunity. Does anyone from the public want to share something, speak for or against this? Last chance. Okay, I don't know if anyone is there. Is there anything else from Council? This is the last call. No, okay we will call this public hearing to a close.

The hearing ended about 6:32 p.m.

Susan Culbertson

Daniel M. Vincent

ZANESVILLE CITY COUNCIL MEETING MONDAY, JULY 27, 2020

Clerk of Council

President of Zanesville City Council

ZANESVILLE CITY COUNCIL MEETING – MONDAY, JULY 27, 2020

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

Mr. Vincent called the meeting to order and 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: Mr. Roberts, Mr. Baker, Mr. Ware, Miss Bradshaw, Ms. Gildow, Mr. Sharrer, and Mr. Vincent.

The following members of Council answered roll call by phone: Mrs. Gentry, Mr. Foreman, and Mrs. Osborn.

APPROVAL OF MINUTES

Mr. Roberts moved to approve the minutes of July 13, 2020 as written, seconded by Mrs. Osborn.

Motion carries.

COMMUNICATIONS, REPORTS, AND RESOLUTIONS

Communication from Matt Abbott of the Zanesville-Muskingum County Port Authority – Mr. Abbott is submitting the recommendations of the Tax Incentive Review Council for the Council to approve all of the existing Enterprise Zone Agreements. Miss Bradshaw moved to receive the communication. It was seconded by Mr. Baker.

There was no discussion. A voice vote was taken to receive the communication with all present being in favor. None were opposed.

Motion carries. The communication stands received.

PROPOSED ORDINANCES

Ordinance No. 2020-92 – Introduced by Council – An Ordinance amending Appropriation Ordinance No. 2020-32 and declaring an emergency.

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

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

Roll call vote on waiving of the readings.

6 Ayes in person

3 Ayes by phone Mrs. Osborn, Mrs. Gentry, and Mr. Foreman

0 Nays Motion carries.

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

Mr. Vincent: Is there any discussion? Okay, with that this was at the Ways and Means Committee meeting earlier with a very thorough review with our soon to be Budget and Finance Director Kade Haddox. He is here with us this evening if you have any questions. He did a nice job presenting that with detail and with the help of Rhonda Heskett who is training him in his role so we are pleased. Is there anything from Council? I think the next meeting will be your last meeting, won't it?

Ms. Heskett: Yes.

Mr. Vincent: We will have to celebrate somehow. Sorry, I got off track there. With no questions then, we will have roll call vote for passage.

Roll call vote for passage.

6 Ayes in person

3 Ayes by phone Mrs. Osborn, Mrs. Gentry, and Mr. Foreman

0 Nays

Motion carries. Ordinance is passed.

Mr. Vincent: I forgot to mention committee recommendation to pass.

Ms. Gildow: Absolutely.

Ordinance No. 2020-93 – Introduced by Council – An Ordinance authorizing the assessment of liens against certain properties for demolition and clearance activities, and declaring an emergency.

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

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

Roll call vote on waiving of the readings.

3 Ayes in person Mr. Ware, Miss Bradshaw and Ms. Gildow

3 Ayes by phone Mrs. Osborn, Mrs. Gentry, and Mr. Foreman

3 Nays Mr. Sharrer, Mr. Roberts, and Mr. Baker

Motion is defeated. We needed seven to pass.

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

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

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

Ordinance No. 2020-94 – Introduced by Council – An Ordinance implementing Sections 3735.65 through 3735.70 of the Ohio Revised Code, establishing and describing the boundaries of Community Reinvestment Area in the City of Zanesville, designating a Housing Officer to administer the program, and creating a Community Reinvestment Housing Council and a Tax Incentive Review Council.

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

Mr. Vincent: Is there any discussion? Mr. Baker do you want to share anything here?

Mr. Baker: No, this was approved by the CD Committee and has been discussed enough.

Mr. Vincent: Okay, is there anything else from Council? We are at first reading so all in favor of first reading signify by saying aye. Those opposed nay.

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

Ordinance No. 2020-95 – Introduced by Council – An Ordinance authorizing the proper city official to execute a change order to G & M Construction, Inc. for the CASS Mind Academy Roof Replacement and declaring an emergency.

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

Mr. Vincent: Is there any discussion on waiving? With that, we are getting a severe thunder storm outside with lots of lighting, so if we disappear off the phone lines and disappear off the camera it is because we have lost power. So we will try to get things back together as quick as we can. Okay, so we have a motion and a second to waive so we will have roll call vote on waiving of the readings.

Roll call vote on waiving of the readings.

6 Ayes in person

3 Ayes by phone Mrs. Osborn, Mrs. Gentry, and Mr. Foreman

0 Nays

Motion carries.

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

Mr. Vincent: Is there any discussion?

Mr. Baker: Mr. President, you may recall this is because of a discovery underneath the old roofing that it was structurally unsound and needed replaced and that is why the additional funds were needed.

Matthew Schley: That is correct Mr. Baker. When they had taken the old roofing off of the CASS Mind Academy roof it was discovered that there was no plywood whatsoever holding the metal structure in place and this will pay for plywood to be installed across the entire roof to make the roof structurally sound.

Mr. Baker: How many sheets of plywood are we talking about?

Matthew Schley: I think it was estimated at 126.

Mr. Vincent: At \$100 apiece.

Matthew Schley: Prevailing wage.

Mr. Baker: With installation though.

Mr. Vincent: With that, I think that is something the architect didn't originally include or something with the specs?

Matthew Schley: The architect had included plywood and installing one sheet of plywood. I think the thought process was they may have to replace a sheet or two here and there. I don't think there was any thought that the entire roof needed plywood at the time of the project.

Mr. Vincent: Okay. Alright, is there anything else from Council? Okay, we will have roll call vote for passage.

Roll call vote for passage.

6 Ayes in person

3 Ayes by phone Mrs. Osborn, Mrs. Gentry, and Mr. Foreman

0 Nays

Motion carries. Ordinance is passed.

Ordinance No. 2020-96 – Introduced by Council – An Ordinance awarding Management Services of Gant Municipal Stadium and authorizing the proper city official to enter into a Management/Concession Agreement.

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

Mr. Vincent: Is there any discussion on waiving?

Mr. Sharrer: Mr. President, my reason for waiving this is that the management agreement was put out for bid. They only had one interested party and they have been

the same party that we have had for I can't tell you how long because it has been longer than I have been alive, I believe. So, this is pretty routine and that is why I made the motion to waive.

Mr. Vincent: Okay, thank you, sir. With that, in case you did not hear on the line I will restate part of this. With that, Mr. Sharrer shared the fact that only one person bid on this and it was the Muskingum Valley Old Timers Baseball Association Inc. and they have been the only operator for longer than Mr. Sharrer has been alive as far as taking care of it. So the only bidder, the only operator, and as he put it, routine at this point. So that is why he moved to waive. Okay, we will have roll call vote for waiving of the readings.

Roll call vote on waiving of the readings.

6 Ayes in person

3 Ayes by phone Mrs. Osborn, Mrs. Gentry, and Mr. Foreman

0 Nays

Motion carries.

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

Mr. Vincent: Is there any further discussion? Hearing none, we will have roll call vote.

Roll call vote for passage.

6 Ayes in person

3 Ayes by phone Mrs. Osborn, Mrs. Gentry, and Mr. Foreman

0 Nays

Motion carries. Ordinance is passed.

Ordinance No. 2020-97 – Introduced by Council – An Ordinance authorizing the filing of a claim in the Purdue Pharmacy Bankruptcy matter, and declaring an emergency.

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

Mr. Vincent: Is there any discussion on waiving? With that we have a deadline on this. I think it was here in the Ordinance. If we don't pass it tonight we will not be able to be a part of this. Okay, we will have roll call vote for waiving of the readings.

Roll call vote on waiving of the readings.

6 Ayes in person

3 Ayes by phone Mrs. Osborn, Mrs. Gentry, and Mr. Foreman

0 Nays

Motion carries.

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

Mr. Vincent: I see the deadline is July 30, so it is coming up quickly. If no discussion, we will have roll call vote.

Roll call vote for passage.

6 Ayes in person

3 Ayes by phone Mrs. Osborn, Mrs. Gentry, and Mr. Foreman

0 Nays

Motion carries. Ordinance is passed.

ORDINANCES FOR ACTION

Ordinance No. 2020-86 – Introduced by Council –An Ordinance advertising for bids and entering into contract for public employee bond coverage.

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

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

All were in favor. None were opposed.

Motion carries.

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.

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

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

All were in favor. None were opposed.

Motion carries.

Ordinance No. 2020-91–Introduced by Council – An Ordinance authorizing the assessment of liens against certain properties with delinquent bills, and declaring an emergency.

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

Mr. Vincent: Is there any discussion? I guess I do want to share that with this the Ordinance we have before you is the original one. People have paid on some of these and I am sure some more people will pay before it comes back for our next meeting for third reading; so, at that point I will ask for an amendment to amend and accept the attachment that will be updated at that point. Then also we will need to amend the dollar amount based on what is still owed at that point. So, that will be coming at our next

meeting. We are at second reading so all in favor of second reading signify by saying aye.

All were in favor except Mr. Roberts who voted nay.
Motion carries.

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 third reading, seconded by Miss Bradshaw.

Mr. Vincent: Is there any discussion? We did have a public hearing earlier on this and there were no comments for or against this. There were no comments in committee then as far as regarding this so and it has been an area that has been multi-family for many decades. Many decades. As long as I can remember. Okay, so we are at third reading so if no other comments, we will have roll call vote.

Roll call vote for passage.

6 Ayes in person

3 Ayes by phone Mrs. Osborn, Mrs. Gentry, and Mr. Foreman

0 Nays

Motion carries. Ordinance is passed.

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 third reading and passage, seconded by Mr. Ware.

Mr. Vincent: Is there any discussion? Hopefully, we can save a lot of money for the city. Hearing none, we will have roll call vote for passage.

Roll call vote for passage.

6 Ayes in person

3 Ayes by phone Mrs. Osborn, Mrs. Gentry, and Mr. Foreman

0 Nays

Motion carries. Ordinance is passed.

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.

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

Mr. Vincent: Is there any discussion? Hearing none, we will have roll call vote.

Roll call vote for passage.

5 Ayes in person

3 Ayes by phone Mrs. Osborn, Mrs. Gentry, and Mr. Foreman

1 Abstention Mr. Baker

0 Nays

Motion carries. Ordinance is passed.

TRAFFIC ORDERS

No traffic orders were filed for this meeting.

MISCELLANEOUS AND UNFINISHED BUSINESS

Mayor Mason: I appreciate the committee assignments that the Council engages in. It is a good opportunity for a lot of questions and answers. I appreciate everybody making every effort they can during COVID.

Mr. Vincent: Thank you, sir. Is there anything from the administration? Anything from any of the directors? Is there anything from Council? Okay, with that we will have one more thing here, but I want to hold off.

PRIVATE PETITIONS AND COMMUNICATIONS

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

Mr. Vincent: One last thing under Miscellaneous and Unfinished Business is we do need to go into executive session to discuss litigation and purchase of real property with the Law Director. So, I will need a motion.

EXECUTIVE SESSION

Mr. Sharrer moved to enter into Executive Session for discuss of litigation and purchase of real property. It was seconded by Ms. Gildow.

Mr. Vincent: A motion by Mr. Sharrer, seconded by Ms. Gildow to go into executive session for litigation and purchase of real property. We will have roll call vote.

Mr. Roberts: Mr. President, please let the record state that if it is regarding the Lear site I will leave the chambers.

Mr. Vincent: Thank you for bringing that up. One part you can stay for and participate in that and the other role and we will let you know before we start so you can exit. Okay, so we will have roll call vote to go into executive session.

Roll call vote to enter executive session.

5 Ayes in person

3 Ayes by phone Mrs. Osborn, Mrs. Gentry, and Mr. Foreman

1 Abstention Mr. Roberts

ZANESVILLE CITY COUNCIL MEETING MONDAY, JULY 27, 2020

0 Nays

Motion carries. Session entered at 7:20 p.m.

Mr. Vincent: Before we go into executive session I do have a few things to share with you first. When we come back out of executive session we have no plans as far as any additional decisions other than the decision to adjourn. So we will be shutting off the TV because we will need everyone to exit the room. If anyone, well, I think we can all stay. There is no one from the public here. With that, the public line will be muted. And we will come back on then when we come back into session. Okay, please go ahead and mute the lines then. Not the Council lines, but the public line.

Mr. Roberts stayed during discussion of litigation and excused himself during discussion of real property. He returned at the conclusion of the session.

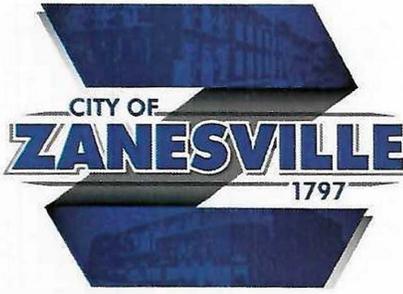
The session was exited at 8:30 p.m.

Mr. Vincent: No motion is required to exit executive session. No decisions were made while in executive session.

Mr. Roberts moved to adjourn about 8:31 p.m. and Mr. Sharrer seconded. A voice vote was taken with all members being in favor. None were opposed. Motion carries.

Susan Culbertson
Clerk of Council

Daniel M. Vincent
President of Zanesville City Council



The City of Zanesville

RECEIVED

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

JUL 28 2020

Council-Mayor Government
Donald Mason, Mayor

CLERK OF COUNCIL

Department of Public Service
Scott Brown, Director

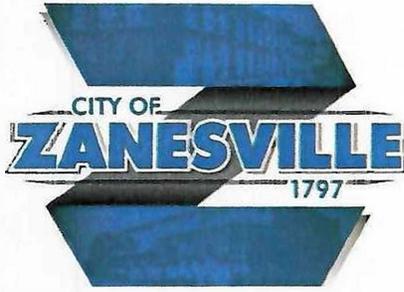
MEMORANDUM

TO: Members of City Council
FROM: Scott Brown, Director of Public Services
DATE: August 10, 2020
RE: City of Zanesville: Cemetery Division
2020 1st & 2nd Quarter Reports

To the Members of Council,

Please find attached the Cemetery Division's 2020 1st and 2nd Quarter Reports. As always, if you have any questions, please feel free to contact me. Thank you.

SB/am



City of Zanesville

ISAAC "IKE" VANDYNE

SUPERINTENDENT, CEMETERIES & PARKS MAINTENANCE

401 Market St., Zanesville OH 43701

740-455-0637

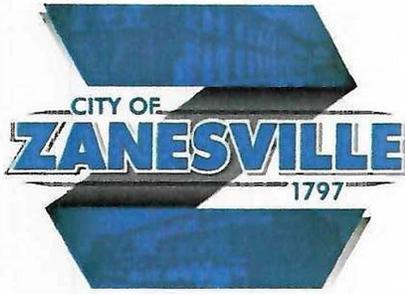
Cemetery Division

2020 1st Quarter Report

	Interments	Lot Sales	Transfers
January	5	6	0
February	8	4	0
March	4	6	0
Total	17	16	0

	Cemetery Operating	Cemetery Development	Cemetery Endowment
January	10,571.03	4,865.60	540.63
February	2,680.00	1,643.02	182.56
March	3,106.85	3,980.57	967.29
Total	\$16,357.88	\$10,489.19	\$1,690.48

Total: \$28,537.55



City of Zanesville

ISAAC "IKE" VANDYNE

SUPERINTENDENT, CEMETERIES & PARKS MAINTENANCE

401 Market St., Zanesville OH 43701

740-455-0637

Cemetery Division

2020 2nd Quarter Report

	Interments	Lot Sales	Transfers
April	5	6	0
May	10	9	0
June	3	6	0
Total	18	21	0

	Cemetery Operating	Cemetery Development	Cemetery Endowment
April	18,487.97	4,930.43	547.82
May	8,247.70	7,073.44	1,935.94
June	2,527.60	2,682.00	298.00
Total	\$29,263.27	\$14,685.87	\$2,781.76

Total: \$46,730.90





*Council-Mayor Government
Jeff Tilton, Mayor*

THE CITY OF
ZANESVILLE
OHIO

401 Market Street • Zanesville, Ohio 43701
Phone (740) 617-4912 • Fax (740) 455-0777
E-mail: rheskett.admin@coz.org

Rhonda S.Heskett, Budget & Finance Director

COMMUNICATION

DATE: August 4, 2020

TO: Honorable Members of Council

FROM: Rhonda Heskett, Budget & Finance Director

RE: Local Government Revenue FY 2021

Pursuant to ORC 5705.281, the County Auditor's Office has certified that \$657,020.11 in Local Government Revenue will be allocated to the City of Zanesville for the Fiscal Year 2021.

It is required that the City accept the revenue allocation by a majority of Council Members. The attached form accepting the allocated funds should be signed by members who are in agreement with the proposed revenue allocation. If accepted, the form will be forwarded to the County Budget Commission prior to their August 31, 2020 meeting.



MUSKINGUM COUNTY AUDITOR

Debra J. Nye

July 24, 2020

City of Zanesville
Rhonda Heskett, Budget & Finance Director
401 Market Street
Zanesville, Ohio 43701

Dear Rhonda Heskett,

This is your official certification of the local government monies that you will be receiving in calendar year 2021.

Local Government Revenues for 2021 \$657,020.11

It is required that the political subdivision accepts the local government amount by the majority of the council member's:

_____ Signature	<u>Sandy Gentry</u> Printed Name	_____ Date
_____ Signature	<u>Todd E. Ware</u> Printed Name	_____ Date
_____ Signature	<u>Jan Bradshaw</u> Printed Name	_____ Date
_____ Signature	<u>Ann Gildow</u> Printed Name	_____ Date
_____ Signature	<u>Joey Osborn</u> Printed Name	_____ Date
_____ Signature	<u>J. Rob Sharrer</u> Printed Name	_____ Date
_____ Signature	<u>Steven Foreman</u> Printed Name	_____ Date
_____ Signature	<u>Andrew Foreman</u> Printed Name	_____ Date
_____ Signature	<u>Mark Baker</u> Printed Name	_____ Date
_____ Signature	<u>Daniel M. Vincent</u> Printed Name	_____ Date

Please send this form back to me as soon as possible. The Budget Commission will rule on Local Government distribution at their next meeting on **August 31, 2020.**

Budget Hearing Official Notice:

Also, this is your official notice of the **August 31, 2020** meeting at **10:00 a.m. in the County Prosecutor's office**. It is a public meeting and all political subdivisions are invited to discuss with the Budget Commission their Budget and/or Allocation. Please contact me as soon as possible to schedule a time frame on **August 31, 2020**.

Regards,

Debra J. Nye

Muskingum County Auditor
401 Main Street
Zanesville, Ohio 43701

**AN ORDINANCE ENACTED BY THE CITY OF ZANESVILLE OF
MUSKINGUM COUNTY, OHIO FOR INTERSECTION
UPGRADES AT THE FOLLOWING INTERSECTIONS ALONG
PINE STREET (CR 2004): WEST MAIN STREET, PERSHING
ROAD, AND EPPLEY AVENUE.**

PRELIMINARY LEGISLATION
Participatory

Rev. 6/26/00

Ordinance #: 2020 - 98
County/Route/Section: MUS CR 2004 00.54

The following is an Ordinance enacted by the City of Zanesville of Muskingum County, Ohio, hereinafter referred to as the Local Public Agency (LPA).

SECTION I – Project Description

WHEREAS, the LPA has determined the need for the described project:

Intersection upgrades at the following intersections along Pine Street (CR 2004): West Main Street, Pershing Road, and Eppley Avenue. Upgrades include signal equipment upgrades, sidewalk improvements and minor widening.

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

SECTION II – Consent Statement

Being in the public interest, the LPA gives consent to the Director of Transportation to complete the above described project as detailed in the LPA-ODOT-Let Agreement entered into between the parties, if applicable.

SECTION III – Cooperation Statement

The LPA shall cooperate with the Director of Transportation in the development and construction of the above described project and shall enter into an LPA Federal ODOT Let Project Agreement, if applicable, as well as any other agreements necessary to develop and construct the Project.

For a breakout of costs and funding sources by Phase, please refer to Agreement 35183, Attachment 1.

The LPA further agrees to pay 100% of the cost of those features requested by the LPA which are determined by the State and Federal Highway Administration to be unnecessary for the Project.

The LPA further agrees that change orders and extra work contracts required to fulfill the construction contracts shall be processed as needed. The State shall not approve a change order or extra work contract until it first gives notice, in writing, to the LPA. The LPA shall contribute its share of the cost of these items in accordance with other sections herein.

The LPA agrees that if Federal Funds are used to pay the cost of any consultant contract, the LPA shall comply with 23 CFR 172 in the selection of its consultant and administration of the consultant contract. Further the LPA agrees to incorporate ODOT's "Specifications for Consulting Services" as a contract document in all of its consultant contracts. The LPA agrees to require, as a scope of services clause, that all plans prepared by the consultant must conform to ODOT's current design standards and that the consultant shall be responsible for ongoing consultant involvement during the construction phase of the Project. The LPA agrees to include a completion schedule acceptable to ODOT and to assist ODOT in rating the consultant's performance through ODOT's Consultant Evaluation System.

SECTION IV – Utilities and Right-of-Way Statement

The LPA agrees to acquire and/or make available to ODOT, in accordance with current State and Federal regulations, all necessary right-of-way required for the described Project. The LPA also understands that right-of- way includes eligible utility costs.

The LPA agrees to be responsible for all utility accommodation, relocation and reimbursement and agrees that such accommodation, relocations, and reimbursements shall comply with the current provisions of 23 CFR 645 and the ODOT Utilities Manual.

SECTION V – Maintenance

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

SECTION VI - Authority to Sign

The LPA hereby authorizes, the Public Service Director of the City of Zanesville is hereby empowered on behalf of the City of Zanesville to enter into and execute contracts with the Director of Transportation which are necessary to develop plans for and to complete the above-described project; and to execute contracts with ODOT pre-qualified consultants for the preliminary engineering phase of the Project..

Upon request of ODOT, the Public Service Director to execute any appropriate documents to affect the assignment of all rights, title, and interests of the City of Zanesville to ODOT arising from any agreement with its consultant in order 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.

SECTION VII – Passage Measure

Following appropriate legislative action, **Ordinance 2020 - 98** shall take effect and be in force from and after the earliest period allowed by law.

Passed: _____, 2020
(Date)

Attested: _____
(Clerk)

Officer of LPA – Public Service Director

Attested: _____
(Clerk)

(President of Council)

Approved: _____, 2020

**THIS LEGISLATION APPROVED
AS TO FORM**

Donald Mason, Mayor



Law Director's Office

**CERTIFICATE OF COPY
STATE OF OHIO**

City of Zanesville of Muskingum County, Ohio

I, Susan Culbertson, as Clerk of the City of Zanesville of Muskingum County, Ohio, do hereby certify that the foregoing is a true and correct copy of Ordinance 2020 - 98 adopted by the legislative Authority of the said City of Zanesville on the _____ day of _____, 2020.

That the publication of such Ordinance has been made and certified of record according to Law; that no proceedings looking to a referendum upon such Ordinance have been taken; and that such Ordinance and certificate of publication thereof are of record in _____, Page _____.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, if applicable, this _____ day of _____, 2020.

(Clerk)

(SEAL)

City of Zanesville of Muskingum County, Ohio

(If the LPA is designated as a City then the "City Seal" is required. If no Seal, then a letter stating "No Seal is required to accompany the executed legislation.)

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

Attested: _____ Date: _____
(Contractual Agent)



For the State of Ohio

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

CFDA 20.205

LPA FEDERAL ODOT-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 acting by and through the City Service Director.

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 Intersection upgrades at the following intersections along Pine Street (CR 2004): West Main Street, Pershing Road, and Epley Avenue. Upgrades include signal equipment upgrades, sidewalk improvements and minor widening.(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 of ODOT and the LPA for 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. **FEDERAL**
- 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
 - 23 CFR 172 "Administration of Engineering and Design Related Design Related Service Contracts"
 - 23 CFR 630.106 – Authorization to Proceed
 - 23 CFR 636.116 - Organizational Conflict of Interest Requirements for Design-Build Projects
 - 23 CFR 645 - Utilities
 - 48 CFR Part 31 – Federal Acquisition Regulations
 - 49 CFR PART 26 - Participation by Disadvantaged Business Enterprises "DBE" in Department of Transportation Financial Assistance Programs
 - 23 USC 112 "Letting of Contracts"

- 40 USC Subtitle I, Chapter 11, Sections 1101-1104, the "Brooks Act." – "Selection of Architects and Engineers"
- Federal Funding Accountability and Transparency Act (FFATA)

B. STATE

- ORC 153.65 through 153.71
- ORC 5501.03(D)
- OAC 4733-35-05

C. ODOT

- ODOT's Manual for Administration of Contracts for Professional Services
- ODOT's Specifications for Consulting Services – 2016 Edition
- ODOT's Consultant Prequalification Requirements and Procedures
- State of Ohio Department of Transportation Construction and Material Specifications Manual
- State of Ohio Department of Transportation Construction Administration Manual of Procedures

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 AND PAYMENT

3.1 The total cost for the PROJECT is estimated to be \$932,764.50 as set forth in Attachment 1. ODOT shall provide to the LPA One hundred percent (100%) of the eligible costs, up to a maximum of \$932,764.50 in Federal funds. These maximum amounts reflect the funding limits for the PROJECT set by the applicable Program Managers, and costs beyond the stated maximums will be the responsibility of the LPA. Unless otherwise provided, funds through ODOT shall be applied only to the eligible costs associated with the preliminary engineering and 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, and all cost overruns and contractor claims in excess of the maximum(s) indicated in 3.1 above.

3.3 All funding from ODOT under this Agreement operates on a reimbursement basis. The LPA shall review and/or approve all contractor invoices for materials, equipment and labor prior to payment and prior to requesting reimbursement from ODOT for work performed on the PROJECT.

3.4 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 reimbursement of the 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.

3.5 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.

3.6 The LPA shall certify in writing that the PROJECT was developed and delivered in compliance with the terms, conditions and requirements of the PROJECT Agreement with his/her Professional Engineer's seal and signature. The LPA shall then provide the final report to the ODOT District within 6 months of the physical completion date of the PROJECT so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the District prior to the end of the 6 months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, then this process must be repeated until the PROJECT is completed. Failure to follow this process may result in the immediate close-out of the PROJECT and loss of further funding.

3.7 Payment or reimbursement to the LPA shall be submitted to:

City of Zanesville
401 Market Street
Zanesville, Ohio 43701

4. PROJECT DEVELOPMENT

4.1 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.

4.2 Project Development shall follow ODOT's Project Development Process and all ODOT standards for environmental evaluations, design, plan preparation, right of way acquisition, utility relocation and other processes as set out in the Department's Design Reference Resource Center, available on ODOT's website (www.dot.state.oh.us/drrc/Pages/default.aspx). Responsibilities for development of the PROJECT shall be as follows and further described herein:

LPA ODOT Let Project Responsibility Assignments

PDP Phase	Activity	Responsibility		Commentary
		LPA	ODOT	
Planning	All	X	X	ODOT to provide coordination as needed
Preliminary Engineering	All	X	X	ODOT to: 1) Provide coordination as needed 2) Review all plans and documents and provide comments
Environmental Engineering	Stage 1 Plans	X	X	ODOT to review all plans and documents and provide comments.
	Stage 2 Plans	X	X	ODOT to review all plans and documents and provide comments.
	Value Engineering		X	ODOT will coordinate Value Engineering if required. Refer to Section 4.7.
	Cost Estimates	X	X	LPA/Consultant shall prepare in Estimator format.
	NEPA	X	X	ODOT will coordinate NEPA approval. Refer to Section 4.7 for Environmental Responsibilities.
	Permits		X	ODOT will obtain permits needed to construct the PROJECT.
	R/W Plans	X	X	ODOT to review all plans and documents and provide comments.
	Public/Stakeholder Involvement	X	X	ODOT to review all PI plans and materials and provide comments.
Final Engineering & R/W	R/W Acquisition & Relocation	X	X	Refer to Section 6 for detailed requirements.
	Utility Relocation		X	Refer to Section 6.6 for additional details.
	Railroad Coordination and Agreements		X	Refer to Section 6.8 for additional details.
	Stage 3 Plans	X	X	ODOT to review all plans and documents and provide comments.

Ordinance 2020-98

	Cost Estimates	X	X	LPA shall prepare in Estimator format.
	Final Plan Package	X	X	ODOT to review all plans and documents and provide comments.
	Mitigation		X	ODOT will coordinate any required mitigation efforts.
	Public/Stakeholder Involvement	X	X	ODOT to review all PI plans and materials and provide comments.
Construction	Advertise		X	LPA and consultants to assist in responding to bidder questions and preparation of any addenda.
	Award		X	ODOT Awards Committee
	Administer Construction Contract		X	ODOT will administer the construction contract. The LPA and LPA's consultants shall respond promptly to requests for information or other construction issues.
	Public/Stakeholder Involvement	X	X	ODOT to coordinate in cooperation with the LPA.
All Phases	Federal Authorizations		X	ODOT will coordinate and obtain all needed FHWA Authorizations and notify the LPA upon approval.
All Phases	Encumbrance of Funds		X	ODOT will encumber funds in accordance with this Agreement.

- 4.3 The LPA shall designate an LPA employee to act as the LPA Project Manager and act as the point of contact for all communications with ODOT.
- 4.4 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.
- 4.5 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.
- 4.6 Environmental Responsibilities
 - A. In the administration of this PROJECT, the Permittee shall be responsible for conducting any required public involvement activities, 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.
 - B. If the LPA does not have the qualified staff to perform any or all of the respective environmental responsibilities, the LPA shall hire a consultant in accordance with Section 5.
 - C. 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.
 - D. Whichever party obtains the Project's environmental clearance or permits shall be responsible for assuring compliance with all commitments made as part of such clearance or permit requirements during the construction of the PROJECT.
 - E. The LPA shall require its consultant to prepare a final environmental document pursuant to the requirements of the National Environmental Policy Act.
 - F. The LPA shall require its consultant to execute a copy of a disclosure statement specifying that the consultant has no financial or other interest in the outcome of the PROJECT.
 - G. The LPA shall provide a letter indicating the proposed Best Management Practices (BMPs) to be utilized for post construction storm water management in accordance with the Ohio EPA National Pollutant Discharge Elimination System (NPDES) Construction General Permit. If no BMPs are proposed, a letter stating concurrence is required from the Ohio EPA.
- 4.7 Use of ODOT Consultant Agreements
 - A. ODOT may provide services through ODOT held consultant agreements at its discretion subject to funding participation by the LPA. Agreements that may be available for use include the following:
 - 1. If the LPA chooses to utilize the CEAO task order contract for environmental services, the parties agree that the total cost shall be shared based on the following percentages: 80 percent federal/state funds and 20 percent local funds. The LPA agrees to pay its share of the estimated cost upon receipt of an invoice from ODOT

prior to the issuance of any acquisition authorization. Once the Project is completed and the final costs determined, the LPA shall be refunded any excess amount paid if the total cost is below the estimated cost, or it shall be invoiced for its share of any increased cost above the estimated cost. The LPA agrees that it shall participate at the same funding percentage if the final costs exceed the estimated cost.

2. If the LPA chooses to utilize the CEAO task order contract for right-of-way acquisition services, the parties agree that the total cost shall be shared based on the following percentages: 80 percent federal/state funds and 20 percent local funds. The LPA agrees to pay its share of the estimated cost upon receipt of an invoice from ODOT prior to the issuance of any acquisition authorization. Once the Project is completed and the final costs determined, the LPA shall be refunded any excess amount paid if the total cost is below the estimated cost, or it shall be invoiced for its share of any increased cost above the estimated cost. The LPA agrees that it shall participate at the same funding percentage if the final costs exceed the estimated cost.
3. Value Engineering. If Value Engineering is required, the Department may elect to use an ODOT held agreement to assist in administering the Value Engineering process. If Value Engineering is required, the LPA shall require its consultants to participate as needed.

~~5. CONSULTANT SELECTION AND ADMINISTRATION~~

~~5.1 General Requirements~~

- ~~A. The LPA must select a consultant/ consultant team that is prequalified by ODOT for all services to be performed by the consultant and subconsultants.~~
- ~~B. The LPA must incorporate ODOT's "Specifications for Consulting Services—2016 Edition" as a contract document in all of its consultant contracts.~~
- ~~C. The LPA must require, as a scope of services clause, that project development follow ODOT's Project Development Process, and that all documents and plans prepared by the consultant must conform to ODOT's current standards, including the electronic deliverable requirements of ODOT's CADD Engineering Standards Manual, and Location and Design Manual Volume 3, Section 1500.~~
- ~~D. The LPA consultant agreement must provide for ongoing consultant involvement during the construction phase of the Project.~~
- ~~E. The LPA consultant agreement must include a completion schedule acceptable to ODOT.~~
- ~~F. The LPA must assist ODOT in rating the consultant's performance through ODOT's Consultant Evaluation System.~~
- ~~G. The LPA must cooperate with ODOT in directing additional or corrective work, and to recover damages due to errors or omissions.~~
- ~~H. If Federal Funds are used to pay the cost of any contract for professional services, the LPA must comply with 23 CFR 172, Sections 153.65 through 153.71 of the Ohio Revised Code and Section 5.2 below in the selection of consultants, and administer consultant agreements in accordance with ODOT's Manual for Administration of Contracts for Professional Services. Professional services, as defined in Sections 5526.01 and~~

~~153.65(C) of the Ohio Revised Code, include the practice of engineering (including inspection of construction), the practice of surveying, the practice of architecture including landscape architecture, evaluation of environmental impacts, right of way acquisition services and administration of construction contract claims.~~

~~5.2 Procedures for LPA Selection of Consultants for Agreements that Include Federal Funds in Preliminary Engineering~~

~~A. Policies in Selection of Consultants~~

~~1. Restrictions Concerning LPA Preferences~~

~~The LPA shall not offer direction to consultants concerning preferences (or informal sanctions) for certain subconsultants or team arrangements. These arrangements are business decisions that must be made by consultants without direction from the LPA. The LPA must make selection decisions on the basis of proposed teams without advance "steering" of teams.~~

~~2. Communications Restrictions~~

~~Please note the following policy concerning communication between Consultants and the LPA during the announcement and selection process:~~

~~During the time period between advertisement and the announcement of final consultant selections for the Programmatic Selection Process, communication with consultants (or their agents) shall be limited as follows:~~

~~a. Communications which are strictly prohibited:~~

- ~~(1) Communication with the LPA: Any marketing or similar discussions of the specific project if the consultant has submitted or plans to submit a letter of interest, or is included as a subconsultant on a submittal by another firm.~~

~~b. Allowable communications include:~~

- ~~(1) Project administration activities for authorized agreements, scope and negotiation activities for projects selected but not under contract.~~
~~(2) Technical or scope of services questions specific to projects posted with a programmatic group.~~

~~c. When completed selections must be publicly announced.~~

~~3. Advertisement~~

~~For selection procedures that require public notification, Requests for Letters of Interest "RFLol" must be advertised on the Consultant Services page of ODOT's website.~~

~~4. Disclosure of Selection Information~~

~~All selection information including consultant letters of interest shall be available for public disclosure upon completion of the selection.~~

~~Information that is not subject to public disclosure at any time includes financial statements and other confidential financial information submitted by a consultant.~~

~~5. Supporting Documentation~~

~~Documentation supporting the solicitation, proposal, evaluation, and selection of the consultant shall be retained.~~

~~6. Prohibited Selection Factors~~

~~a. Price shall not be used as a factor in the evaluation, ranking, and selection phase. All price or cost related items which include, but are not limited to, cost proposals, direct salaries/wage rates, indirect cost rates, and other direct costs are prohibited from being used as evaluation criteria.~~

~~b. In State or local preference shall not be used as a factor in the evaluation, ranking, and selection phase. State licensing laws are not preempted by this provision and professional licensure within a jurisdiction may be established as a requirement for the minimum qualifications and competence of a consultant to perform the solicited services.~~

~~Refer to Section 5.2.C.1.n. below for additional guidance concerning the use of local presence as a nominal evaluation factor where appropriate.~~

~~B. Consultant Selection Processes~~

~~The LPA may use any one of five consultant selection processes permitted by 23 CFR 172 and ORC 153.65 – 153.71, the use of which depends on the complexity of the project, estimated total fee, the number of available qualified consultants and whether an emergency exists. The Programmatic and Technical Proposal selection processes are competitive qualifications based selection processes governed by 23 CFR 172.7(a)(1) and ORC 153.65 – 153.71. These selection processes require solicitation, evaluation, ranking, selection, and negotiation in accordance with the qualifications based selection procurement procedures for architectural and engineering services codified under 40 U.S.C. 1101-1104, commonly referred to as the Brooks Act or Selection of Architects and Engineers.~~

~~The Small Purchase selection process is a non-competitive selection process governed by 23 CFR 172.7(a)(2) and ORC 153.71(A). Agreements with total fees less than \$50,000 are eligible for this selection process.~~

~~The Emergency and Special Expertise selection processes are non-competitive selection processes governed by 23 CFR 172.7(a)(3) and ORC 153.71.~~

~~1. Programmatic Selection Process~~

~~The Programmatic Selection Process is a one-step selection process intended to shorten the selection/authorization process for non complex projects while reducing paperwork and administrative costs for both consultants and the State. In this process consultants are selected based on standard letter of interest content, and a standard Selection Rating Form. The "Programmatic" selection process should be used for most projects that do not meet the criteria for the more elaborate Technical Proposal Selection Process.~~

2. ~~Technical Proposal Selection Process~~

~~The technical proposal selection process is a two-step process intended for use on larger, more complex projects for which a more informed selection decision can be made based on additional information received through the submittal of a (more elaborate) Technical Proposal, and/or presentations/interviews. The Technical Proposal Selection Process is appropriate to use under the following circumstances:~~

- ~~a. Complex projects involving multiple PDP steps and multiple disciplines including planning, environmental and design services.~~
- ~~b. Projects that include complex project management challenges in which the role of the consultant project manager will be crucial to project success, and may require extensive public involvement activities.~~
- ~~c. Specialized services for which the LPA has limited experience and performance records for past projects.~~
- ~~d. Generally any project for which a single submittal does not provide sufficient information to make a well informed selection decision.~~

~~The technical proposal selection process includes the initial submittal of a letter of interest similar to the Programmatic Selection Process, and then "shortlisting" to at least three of the most highly qualified firms. The standard letter of interest content may be revised to include increased page limits and project specific content. The shortlisted firms are then required to submit additional written information (technical proposal) and/or participate in additional discussions or presentation/interview. The content of the technical proposal and the format of interviews can be tailored to fit the requirements of specific projects.~~

~~Discussions, if required by the RFLot, may be written, by telephone, video conference, or by oral presentation/interview and shall be with at least three of the most highly qualified consultants to clarify the technical approach, qualifications, and capabilities provided in response to the RFLot.~~

~~The process for shortlisting at least three consultants is identical to that of the Programmatic Selection Process. The final selection of a single consultant also follows the same process but considers the written technical proposal and/or presentation/interview along with the initial letter of interest.~~

3. ~~Emergency Selection Process~~

~~The LPA may directly select a consultant for a project determined by the Director of Transportation to be an emergency which will not permit the time necessary to conduct a competitive selection process. Contract costs shall be negotiated in accordance with Chapter 3, Section 3.9 of ODOT's Consultant Contract Administration.~~

4. ~~Small Purchase Selection Process~~

~~The LPA may directly select consultants without solicitation for projects with an estimated total fee of less than \$50,000. The scope of work, project phases, and contract requirements shall not be broken down into smaller components merely to permit the use of fee exempt procedures. The following requirements apply:~~

- a. ~~The qualifications of a minimum of three consultants must be reviewed prior to selection. The consultants considered for selection and the reasons for selecting the most qualified consultant shall be documented.~~

~~In instances where two or fewer consultants are considered qualified, the LPA may proceed with evaluation and selection if it is determined that the project requirements did not contain conditions or requirements that arbitrarily limited competition. The reasons for proceeding with the selection shall be documented.~~

- b. ~~The full amount of any contract modification that would cause the total contract amount to exceed \$50,000 is ineligible for Federal aid funding. The FHWA may withdraw all Federal aid from a contract if Federal funds are used in modifying an agreement above the \$50,000 simplified acquisition threshold.~~

- c. ~~Contract costs shall be negotiated in accordance with Chapter 3, Section 3.9 of ODOT's Consultant Contract Administration.~~

5. ~~Special Expertise Selection Process~~

~~The LPA may directly select consultants for projects for which the service is available only from a single source. Contract costs shall be negotiated in accordance with Chapter 3, Section 3.9 of ODOT's Consultant Contract Administration.~~

C. ~~Selection Procedures – Programmatic Selection Process~~

1. ~~Letter of Interest Content~~

~~Requests for Letters of Interest (RFLot) shall include the following:~~

- a. ~~Project name from Ellis (County Route Section);~~
- b. ~~A description of the project including the location.~~
- c. ~~A description of the selection process to be used, including the number of steps (direct selection based on the information provided, or a two-step process with a short list and technical proposal and/or interviews, etc.); and the selection rating criteria to be used. The standard selection rating form included herein should be used for most projects.~~
- d. ~~Any restrictions on communicating with government officials during the selection process.~~
- e. ~~Any restrictions concerning suspended or debarred firms.~~

Ordinance 2020-98

- f. ~~Date that the letter of interest is due. The minimum response time shall be two weeks from the initial posting date.~~
- g. ~~The approximate construction cost if available.~~
- h. ~~Any special provisions or contract requirements associated with the services.~~
- i. ~~The following notification:~~

~~The [LPA] in accordance with Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, all bidders including disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, sex (including pregnancy, gender identity and sexual orientation), age, disability, low income status, or limited English proficiency in consideration for an award.~~

- j. ~~The DBE Goal requirements and related selection procedures.~~
- k. ~~Major work elements involved.~~
- l. ~~A detailed scope of services for the agreement.~~
- m. ~~The ODOT prequalification(s) required to provide the services;~~
- n. ~~Subfactors Any important aspects of a project, if any, that will play a large role in the consultant selection process.~~

~~In State or local preference shall not be used as a selection factor or subfactor, however a local presence may be used as a nominal evaluation factor where appropriate. This criteria shall not be based on political or jurisdictional boundaries and may be applied on a project by project basis for contracts where a need has been established for a consultant to provide a local presence, a local presence will add value to the quality and efficiency of the project, and application of this criteria leaves an appropriate number of qualified consultants, given the nature and size of the project. If a consultant from outside of the locality area indicates as part of a proposal that it will satisfy the criteria in some manner, such as establishing a local project office, that commitment shall be considered to have satisfied the local presence criteria.~~

- o. ~~The contract type and payment method(s) anticipated to contract for the solicited services. Refer to Chapter 4 of ODOT's Consultant Contract Administration for detailed explanations of contract types and payment methods.~~
- p. ~~Estimated date of authorization.~~
- q. ~~Time period in which the work must be completed.~~

- r. ~~Instructions for submitting a letter of interest including content and required format. The information requested should be consistent with the rating criteria.~~
- s. ~~Required content of the letter of interest (RFLol) including:~~
 - (1) ~~The firm's general qualifications.~~
 - (2) ~~Proposed key staff including key subconsultant staff and project approach.~~
 - (3) ~~A listing of subconsultants including project responsibility.~~
 - (4) ~~Whether resumes of key staff members must be submitted.~~
 - (5) ~~Other information needed to make an informed selection decision.~~

2. ~~Evaluation Process~~

- a. ~~Initially evaluate all firms for compliance with the following requirements, advise Districts of the firms that must be eliminated from further consideration and the reason for elimination:~~
 - (1) ~~Compliance with general Lol requirements, current negligence issues, and ongoing performance issues identified through CES; overall low CES rating, insufficient staff, excessive workload, or any other significant issues relative to a firm's performance.~~
 - (2) ~~Inclusion on the list of firms suspended or debarred by the Federal Government.~~
 - (3) ~~For projects noted as having DBE Goals, ODOT will determine whether the consultant made a good faith effort to meet the goal in accordance with 49 CFR 26.53 and Appendix A to Part 26. The letter of interest must show that the consultant has made good faith efforts to meet the goal. Good faith efforts may include: (1) Documentation that the consultant has obtained enough DBE or EDGE (Encouraging Diversity, Growth and Equity) participation to meet the goal; or (2) Documentation that it made adequate good faith efforts, as defined in 49 CFR 26.53, to meet the goal, even though it did not succeed in obtaining enough DBE/EDGE participation to do so. Consultants that do not show good faith efforts to meet the Goal will not be eligible for selection.~~
- b. ~~Compliance with prequalification requirements.~~
- c. ~~Reduce the number of firms to 3-6 for each project through a process of elimination, based on the selection rating factors included in the Consultant Selection Rating Form. Firms may be eliminated due to fatal flaws, overall weakness of team relative to other firms, weak project approach, etc. Provide written documentation concerning the reasons for eliminating a firm from consideration.~~

~~In instances where two or fewer consultants respond to the RFLol, or two or fewer consultants are considered qualified to be shortlisted, the LPA may proceed with evaluation and selection if it is determined that the~~

~~solicitation did not contain conditions or requirements that arbitrarily limited competition. The reasons for proceeding with the selection shall be documented.~~

~~d. For each project, rate each shortlisted firm using the selection rating form.~~

~~Supplement the numerical ratings with written comments that explain the differential scoring. The highest rated firm shall be selected.~~

~~3. Selection Rating Procedures~~

~~a. ODOT's standard consultant selection rating form is shown below. The LPA may use a modified selection rating form that meets the requirements of 23-CFR 172 and ORC 153.65 - 153.71.~~

~~b. Selection evaluations should be based on collaborative discussions of the selection committee members concerning the overall strengths and weaknesses of the teams, including the relative importance of the various selection rating factors relative to the specific requirements of the project. Numerical weights are a guide as to what is important but the selection should not be a mathematical exercise consisting of the addition of scores determined by individual team members. The selection team members should work to reach consensus in determining a single selection rating including written comments that document the reasons for the numerical scores.~~

~~c. For each selection rating factor, each short listed firm shall be ranked, with the highest ranked firm receiving the maximum number of points, and lower ranked firms receiving commensurately lower scores. If firms are considered to be equally qualified, the firms may receive the same score for that selection rating factor. The rankings and scores should be based on each firm's specific proposal and project approach, including the named project manager, staff and subconsultants. Experience on similar projects, past performance for the LPA and other agencies should be considered. The selection committee may contact other ODOT Districts and outside agencies if necessary. Any subfactors identified in the RFLol should be weighed heavily in the differential scoring.~~

~~Differential scoring should consider the relative importance of a selection factor in the success of a given project. The project manager's role in a simple project may be less important than for a complex project, and differential scoring should reflect this, with higher differential scores assigned to projects that require a larger role for the project manager. Similar consideration should be given to all selection factors~~

~~4. ODOT's Consultant Selection Rating Form and Selection Rating Notes~~

Category	Total Value	Scoring Criteria	Score
Management & Team			
Project Manager	10	See Note a. below	

Strength/Experience of Assigned Staff including Subconsultants	25	See Note b. below	
Firm's Current Workload/ Availability of Personnel	10	See Note c. below	
Consultant's Past Performance	30	See Note d. below	
Project Approach	25	See Note e. below	
Total	100		

The following discussion addresses each selection rating factor including scoring methodology, appropriate sources of information and factors that may not be considered:

a. ~~Project Manager~~

~~The proposed project manager for each consultant shall be ranked, with the highest ranked project manager receiving the greatest number of points, and lower ranked project managers receiving commensurately lower scores. The rankings and scores should be based on each project manager's experience on similar projects and past performance for the LPA. The selection committee may contact ODOT and outside agencies if necessary. Any subfactors identified should be weighed heavily in the differential scoring.~~

~~Differential scoring should consider the relative importance of the project manager's role in the success of a given project. The project manager's role in a simple project may be less important than for a complex project, and differential scoring should reflect this, with higher differentials assigned to projects that require a larger role for the project manager.~~

b. ~~Strength/Experience of Assigned Staff including Subconsultants~~

~~The experience and strength of the assigned staff, including subconsultant staff, should be ranked and scored as noted for Number 1 above, with higher differential scores assigned on more difficult projects. Any subfactors identified in the project notification should be weighed heavily in the differential scoring.~~

~~As above, ODOT and other agencies may be contacted.~~

c. ~~Firm's Current Workload/ Availability of Personnel (Considered at statewide meeting)~~

~~In instances when consultant's current workload may impact their ability to complete the work as proposed, the firm's current workload and availability of qualified personnel shall be considered.~~

d. ~~Consultant's Past Performance~~

~~The consultants' past performance on similar projects, including subconsultant performance, shall be ranked and scored on a relative, differential scoring type basis, with the highest ranked consultant receiving a commensurately greater number of points. The selection team should consider ODOT CES performance ratings if available, and consult other ODOT Districts, ODOT Central Offices, and other agencies as appropriate. The use of CES ratings shall place emphasis on the specific type of services requested.~~

~~The differential scoring should consider the complexity of the project and any subfactors identified in the project notification.~~

~~e. Project Approach~~

~~Evaluation of the firm's project approach shall consider:~~

- ~~(1) The firm's technical approach and understanding of the project.~~
- ~~(2) The firm's qualifications for the project including knowledge and experience concerning relevant ODOT standards, procedures and guidance documents.~~
- ~~(3) Any innovative ideas.~~

~~When considering this factor in rating firms, the type of project and the relevance of this factor to the project must be considered. For task order and construction inspection projects, and small uncomplicated design projects, the possibility for innovation may be very limited. Larger more complex projects will generally offer more opportunities for innovation. Consultants that identify truly innovative ideas should receive credit in the selection rating, but this factor can be disregarded when projects offer little opportunity for innovation.~~

- ~~(4) The firm's project specific plan for ensuring increased quality, reduced project delivery time and reduced project costs.~~

~~These factors will be relatively more important and relevant to a complex PDP project, and much less important for a construction inspection or task order contract. Please remember that Federal rules prohibit consideration of overhead rates, wage rates or any other cost data submitted voluntarily by the consultant.~~

~~D. Negotiation of Consultant Agreements~~

~~Agreements shall be negotiated in accordance with ODOT's Manual for Administration of Contracts for Professional Services, Volume 1 Consultant Contract Administration, Section 3.9.~~

~~E. Agreements~~

~~ODOT will prepare the LPA/Consultant Agreement between the Consultant and LPA. The agreement will be transmitted to the LPA by the ODOT District Office. A copy of the executed LPA/Consultant Agreement shall be returned to the District Office.~~

~~F. Documentation of Consultant Selections~~

~~The LPA shall maintain a consultant selection file that includes the following information, and provide copies of all documents to the District for their files:~~

- ~~1. A copy of the Request for Proposal and the date posted on ODOT's website;~~
- ~~2. A listing of firms that submitted Letters of Interest;~~
- ~~3. Letters of Interest from all firms that submitted;~~
- ~~4. Selection rating forms and any supporting notes and documentation, including membership of the selection committee;~~
- ~~5. A listing of firms selected to submit technical proposals (if applicable), copies of the technical proposals, and related correspondence;~~
- ~~6. Selected consultant's Price Proposal;~~
- ~~7. Negotiation records; and~~
- ~~8. A copy of the Agreement, Scope of Services, authorization letter, Invoice and Project Schedule, and any other documents relevant to the agreement.~~

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. Refer to Sections 4.2 and 4.4 concerning Federal authorization.
- 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 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 ODOT will coordinate with utilities, complete RE-75 forms, establish encumbrances towards each utility if needed, prepare an invoice to the LPA for the local share, and pay the State share as needed. 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. In the event that a utility is delaying the relocation of its facilities, the LPA shall take any action necessary to order and cause the removal and relocation of such utility. No reimbursable costs shall be incurred prior to the receipt of Federal Authorization for Right of Way 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 ODOT shall be responsible for any necessary railroad coordination and agreements in accordance 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 ODOT will prepare the State's estimate and manage the advertising, sale and award process. The LPA and its consultant shall assist in responding to bidder questions, preparation of any addenda and other coordination as needed. ODOT's Awards Committee shall determine award of the contract.

8. CONSTRUCTION CONTRACT ADMINISTRATION

- 8.1 ODOT will administer the construction contract in accordance with ODOT's Construction Administration Manual of Procedures. The LPA and LPA's consultants shall respond promptly to requests for information or other construction issues. The LPA shall review and approve all change orders. The LPA and LPA's consultant shall assist in defending ODOT against any contractor claims.

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 contractor performance and payment bond(s) and consultant insurance 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 identification and sexual orientation), national origin, ancestry, age, disability as that term is defined in the American 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 identification 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 identification 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. For a PROJECT upon which a DBE goal is assigned, 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.

Pursuant to 49 CFR 26.13(b), the LPA agrees not to discriminate on the basis of race, color, national origin, or sex (including pregnancy, gender identification and sexual orientation), age, disability, low-income status, or limited English proficiency in the performance of this Agreement. The LPA agrees to carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. The LPA understands that failure to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as ODOT deems appropriate.

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 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 Professional Services:** In all solicitations for professional services made by the LPA for work to be performed under a contract or subcontract, each potential consultant 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.

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 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.

12.6 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:

City Service Director	District 5 Capital Programs Administrator
City of Zanesville	Ohio Department of Transportation
401 Market Street	9600 Jacksontown Road
Zanesville, Ohio 43701	Jacksontown, Ohio 43030

15. GENERAL PROVISIONS

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

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 system¹, **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.²

- (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.³

- (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



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. ⁴

- (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 LAMP 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:* If one or more phases of this AGREEMENT include a sub-award of federal funds to the LPA, the LPA shall comply with the financial reporting and audit requirements of 2 CFR Part 200. If not, the financial reporting and audit requirements remain with ODOT.

All non-federal entities, including ODOT's LPA subrecipients, 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.

LPAs that expend Federal and State funds in the Preliminary Engineering and/or Right of Way phases of the Project must track these payments throughout the life of the in order to ensure an accurate Schedule of Expenditures of Federal Award (hereinafter referred to as 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 funds related to this PROJECT are reported when the activity related to the Federal award occurs.⁵ Further, the LPA may make this

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.

4 [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.

⁵ Per 2 CFR §200.502

determination consistent with 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 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 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 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.

LPA: City of Zanesville	STATE OF OHIO OHIO DEPARTMENT OF TRANSPORTATION
By:	By:
Title:	Jack Marchbanks Director
Date:	Date:

Attachment 1

PROJECT BUDGET – SOURCES AND USES OF FUNDS

Uses/Sources	LPA Funds			FHWA Funds			State Funds			Total
	Amount	%	SAC	Amount	%	SAC	Amount	%	SAC	
Preliminary Development				\$ 54,868.50	90%	4HJ7	\$ 6,096.50	10%	4BC7	\$ 60,965.00
Final Design, Construction Plans & Specifications										
Acquisition of Right of Way & Utility Relocation										
Project Construction Costs				\$ 713,290.50	90%	4HJ7	\$ 79,254.50	10%	4BC7	\$ 792,545.00
Inspection				\$ 71,329.05	90%	LABR	\$ 7,925.45	10%	LABR	\$ 79,254.50
Totals				\$ 839,488.05			\$ 93,276.45			\$ 932,764.50

COUNTY-ROUTE-SECTION

PID NUMBER

AGREEMENT NUMBER

DUNS NUMBER

Attachment 2

DIRECT PAYMENT OF CONSULTANT

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 consultant shall be paid directly to the consultant 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 consultant. In addition, the invoice must state the consultant's name, mailing address and OAKS Vendor ID. Separate invoices shall be submitted for payments that are to be made to the consultant and those that are to be made to the LPA.

When ODOT uses Federal funds to make payment to the consultant, all such payments are considered to be expenditures of Federal funds received and also expended by the LPA (subrecipient). 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 _____ request that all payments for the Federal/State share of the consultant costs of this Agreement performed by _____ be paid directly to _____.

VENDOR Name:	
Oaks Vendor ID:	
Mailing Address:	
LPA signature:	

LPA Name:	
Oaks Vendor ID:	
Mailing Address:	
ODOT signature:	

ORDINANCE NO. 2020 - 99
INTRODUCED BY COUNCIL

AN ORDINANCE AUTHORIZING THE PROPER CITY OFFICIAL TO PURCHASE A NEW JOHN DEERE 444L WHEEL LOADER FROM MURPHY TRACTOR & EQUIPMENT CO. FOR THE WATER DIVISION THROUGH THE STATE OF OHIO COOPERATIVE PURCHASING PROGRAM.

WHEREAS, the City staff has examined the current condition of the Water Division's heavy equipment and has determined that an existing loader has reached its useful life expectancy and must be replaced; and

WHEREAS, Capital monies were appropriated for equipment purchases within the FY 2020 City Budget.

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 purchase a new John Deere 444L Wheel Loader from Murphy Tractor & Equipment Co. for the Water Division through the State of Ohio Cooperative Purchasing Program, Contract 800528.

SECTION TWO: The cost for this new loader is estimated to be \$135,000.00, and shall be paid from line item number 609-5475-54448.

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

PASSED: _____, 2020

ATTEST: _____
SUSAN CULBERTSON,
Clerk of Council

DANIEL M. VINCENT,
President of Council

APPROVED: _____, 2020

**THIS LEGISLATION APPROVED
AS TO FORM**

DONALD MASON,
Mayor



LAW DIRECTOR'S OFFICE

Ways and Means Committee
Ann Gildow, Chair

ORDINANCE #2020-100
INTRODUCED BY COUNCIL

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

WHEREAS, Ordinance #2020-37A presently governs authorized workforce positions for the various City offices and departments; and

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

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

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

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

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

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

SECTION

NUMBER OF CLASSIFICATIONS BY DIVISION

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

SECTION

NUMBER OF
CLASSIFICATIONS
BY DIVISION

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

SECTION

NUMBER OF
CLASSIFICATIONS
BY DIVISION

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

SECTION

NUMBER OF
CLASSIFICATIONS
BY DIVISION

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

SECTION

NUMBER OF
CLASSIFICATIONS
BY DIVISION

700-7631

VEHICLE AND EQUIPMENT MAINTENANCE:

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

SECTION TWO: Ordinance #2020-37A and any other ordinances or resolutions or any part of an ordinance or resolution inconsistent herewith is hereby repealed.

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

PASSED: _____, 2020

Susan Culbertson,
Clerk of Council

Daniel M. Vincent,
President of Council

APPROVED: _____, 2020

This legislation approved as to form:

Donald L. Mason,
Mayor



Law Director's Office

Budget & Finance Director
Prepared by Bond Counsel

ORDINANCE NO. 2020-101
INTRODUCED BY COUNCIL

APPROVING A WRITTEN POST-ISSUANCE COMPLIANCE POLICY IN CONNECTION WITH THE ISSUANCE OF TAX-EXEMPT AND TAX-PREFERRED OBLIGATIONS BY THE CITY OF ZANESVILLE.

WHEREAS, the City of Zanesville, Ohio (the "City") has previously issued, and intends to issue in the future, bonds and other obligations for the purpose of financing various capital improvements in, or affiliated with, the City; and

WHEREAS, such obligations were issued, or will be issued, as tax-exempt and tax-preferred obligations (collectively, the "Obligations") under the Internal Revenue Code of 1986, as amended; and

WHEREAS, in connection with the issuance of the Obligations, it is advised that the City have a formal written policy outlining the policies and procedures necessary to promote compliance with federal income tax and securities laws, as well as the requirements set forth in the documents for each issue of Obligations; and

WHEREAS, the City Council of the City (the "Council") desires to formally approve a written policy outlining such policies and procedures.

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

Section 1. Approval of Written Post-Issuance Compliance Policy. This Council hereby approves a written post issuance compliance policy (the "Policy") in connection with the issuance of the Obligations of the City. On behalf of the City, the City Auditor is hereby authorized to execute the Policy, which Policy shall be in the form attached hereto as Exhibit A. The City Auditor is also hereby authorized to execute any other documents necessary in connection with the Policy. The City Auditor's execution of such documents shall be conclusive evidence of this Council's approval of such documents.

Section 2. It is hereby found and determined that all formal actions of the Council concerning and relating to the passage of this Ordinance were taken in an open meeting of the Council, and that all deliberations of the 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 Revised Code Section 121.22.

[Balance of Page Intentionally Left Blank]

Ordinance No. 2020-101

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

[Copy of Post Issuance Compliance Policy Attached]

CITY OF ZANESVILLE, OHIO

**POLICY AND PROCEDURES
CONCERNING POST-ISSUANCE COMPLIANCE**

- I. Purpose.** The City of Zanesville, Ohio (the "Issuer") uses bonds as one means of financing capital projects in support of its mission. This Post-Issuance Compliance Policy (the "Policy") outlines the policies and procedures to promote compliance with federal income tax and securities laws, as well as the requirements set forth in the bond documents for each bond issue. The policy is to strictly follow the U.S. Constitution and laws, the Ohio Constitution and laws, and all applicable federal and state regulations. For purposes of this policy, the terms "bonds" or "bond issue" means any obligation of the Issuer incurred for the purpose of borrowing money, including, without limitation, bonds, notes and certificates of participation in capital leases.
- II. Outside Counsel.** The Issuer's Law Director may, upon obtaining any necessary approvals, engage an attorney or firm of attorneys of national reputation on the subject of the federal tax and securities law of public finance to serve as "Outside Counsel" for the purpose of assisting the Issuer in the pursuit of its duties under this Policy. Outside Counsel may be bond counsel for the Issuer. Any such engagement shall be evidenced by the execution of an engagement letter or other written agreement between the Issuer and such Outside Counsel.
- III. Securities Law Matters – Continuing Disclosure**
- A. Continuing Disclosure Working Group.** The City Auditor (the "Disclosure Officer") shall have primary responsibility for preparing the annual financial information and operating data (an "Annual Filing") to be filed with the Municipal Securities Rulemaking Board ("MSRB") via its Electronic Municipal Market Access ("EMMA") system pursuant to operative continuing disclosure undertakings (the "Continuing Disclosure Undertakings") entered into by the Issuer pursuant to Rule 15c2-12 (the "Rule") promulgated under the Securities Exchange Act of 1934, as amended. Such Disclosure Officer, together with any Outside Counsel retained by the Issuer, shall constitute the "Continuing Disclosure Working Group."
- B. Annual Financial Information and Operating Data.**
- 1. Assembling Current Information.** The Disclosure Officer or the Continuing Disclosure Working Group shall compile, maintain and update a list of all financial information and operating data required to be filed with the MSRB pursuant to each of the Continuing Disclosure Undertakings, and shall establish a schedule for producing the data (and the Annual Filing document) that will afford sufficient time for final review by the Continuing Disclosure Working Group and approval in accordance with this Policy.
 - 2. Review for Process, Accuracy, and Completeness.** The members of the Continuing Disclosure Working Group shall review the Annual Filing drafts to determine whether, based on information known or reported to them, (a) this Policy was followed, (b) the material facts in the Annual Filing appear to be consistent with those facts known to the members of the Continuing Disclosure Working Group, (c) the Annual Filing contains all information required by the Continuing Disclosure Undertakings, and (d) the Annual Filing omits any material fact that is necessary to be included to prevent the Annual Filing from being misleading to investors. The Disclosure Officer or the Continuing Disclosure Working Group shall take such action as may be necessary, based on feedback from the Continuing Disclosure Working Group, to enable the Continuing

Disclosure Working Group to conclude that this Policy was followed and that the Annual Filing is accurate and complete in all material respects.

3. **Final Approval.** The Continuing Disclosure Working Group shall approve the final draft of the Annual Filing.
4. **Posting.** The Disclosure Officer or the Continuing Disclosure Working Group shall file, or direct Outside Counsel to file, each Annual Filing with the MSRB through EMMA by the deadline established by the Continuing Disclosure Undertakings. The Disclosure Officer or the Continuing Disclosure Working Group shall exercise reasonable care to ensure that each Annual Filing is filed in the format and with the identifying information required by the Continuing Disclosure Undertakings, including applicable CUSIP numbers, in accordance with the rules and requirements of the EMMA system.
5. **Documentation of Procedures.** The Disclosure Officer shall compile and retain a file of the actions taken to prepare, check, and approve the Annual Filing, including the sources of the information included, the comments and actions of the Continuing Disclosure Working Group.

C. Event Notices

1. **Identification of Reportable Events.** The Disclosure Officer shall maintain a list of events of which the Issuer is required to provide notice to the MSRB pursuant to the Continuing Disclosure Undertakings. The Continuing Disclosure Working Group shall (a) identify the officers and employees of the Issuer who are most likely to first obtain knowledge of the occurrence of such event and (b) request in writing that they notify the Disclosure Officer immediately after learning of any such event, regardless of materiality, and repeat such request in a quarterly reminder.
2. **Identification of Financial Obligations; Materiality**
 - a. The Disclosure Officer shall undertake to identify any financial obligations, as defined in the Rule, to which the Issuer is a party and under the terms of which a default, event of acceleration, termination event, modification of terms, or other similar events could reflect financial difficulties on the part of the Issuer.
 - b. The Disclosure Officer shall prepare a summary sheet with respect to the financial obligations, as defined in the Rule, to which the Issuer is a party in substantially the form attached hereto as **Exhibit A** for the purpose of evaluating, together with the Continuing Disclosure Working Group, (i) whether the incurrence of any such financial obligation must be disclosed under the terms of any Continuing Disclosure Undertaking, or (ii) whether the agreement or amendment to covenants, events of default, remedies, priority rights, or other similar terms of any such financial obligation affects the security holders of the Issuer's securities and must be disclosed under the terms of any Continuing Disclosure Undertaking.
 - c. The Continuing Disclosure Working Group shall establish procedures for assessing the materiality of any financial obligation (including the materiality of any agreement or amendment to covenants, events of default, remedies, priority rights, or other similar terms of any such financial obligation) as well as whether a default, an acceleration or termination event, modification of terms or similar events under a financial obligation reflects financial difficulties.

3. **Preparation of Event Notice.** The Disclosure Officer shall assess the materiality of any reportable event with the assistance of Outside Counsel (reportable under the Continuing Disclosure Undertakings) and, if notice of the event (each an "Event Notice") must be given (or if no materiality standard applies to that particular event), prepare or cause to be prepared an Event Notice giving notice of the event, and review the draft Event Notice with the Continuing Disclosure Working Group.
4. **Review and Approval of Event Notice.** The Disclosure Officer shall not file an Event Notice until it is approved by the Continuing Disclosure Working Group unless the Event Notice (a) only gives notice of a rating change, bond call, or defeasance or (b) such approval has not been received by the applicable filing deadline under the Rule and the Continuing Disclosure Undertakings.
5. **Posting.** The Disclosure Officer or the Continuing Disclosure Working Group shall file or cause to be filed each Event Notice with the MSRB through EMMA by the deadline established by the Rule and the Continuing Disclosure Undertakings or, if the facts cannot be correctly and fairly described by the deadline, then as soon as possible thereafter. The Disclosure Officer or the Continuing Disclosure Working Group shall exercise reasonable care to file each Event Notice in the format and with the identifying information required by the Continuing Disclosure Undertakings, including CUSIP numbers, in accordance with the rules and requirements of the MSRB's EMMA system.
6. **Documentation of Procedures.** The Disclosure Officer or the Continuing Disclosure Working Group shall compile and retain a file of the actions taken to report each event and prepare, check, and approve each Event Notice, including the approvals of the Continuing Disclosure Working Group, if obtained.

IV. Federal Tax Law Compliance

- A. **Tax Compliance Working Group.** The City Auditor (the "Tax Compliance Officer") shall have primary responsibility for complying with the requirement of federal tax law with respect to the bonds of the Issuer. Such Tax Compliance Officer, together with any Outside Counsel retained by the Issuer shall constitute the Tax Compliance Working Group.
- B. **Procedures.** The Tax Compliance Officer shall implement the following procedures in preparing, checking, or issuing the documentation described herein.
 1. **Proper Use of Proceeds.** The Tax Compliance Officer shall ensure that bond proceeds are allocated to expenditures in a manner that is consistent with the purpose for which each bond issue is undertaken, as set forth in any tax compliance certificate or agreement related to each bond issue. The Tax Compliance Officer shall undertake to make final allocations for federal income tax purposes of the bond proceeds within 18 months after a financed facility is placed in service but in no event later than 60 days following the fifth anniversary of the issuance of each bond issue.
 2. **Investment of Bond Proceeds and Rebate.** The Tax Compliance Officer shall ensure that bond proceeds are invested in investments that are permissible under the terms of the Ohio Revised Code, the bond documents, and any applicable federal tax laws. The Tax Compliance Officer shall determine whether it is

appropriate to undertake rebate calculations with respect to the investment of proceeds of the bonds shall ensure the timely completion of arbitrage rebate calculations and filings.

3. **Administration of Direct Pay Bonds.** The Tax Compliance Officer shall ensure the proper administration of each issue of bonds qualifying for the payment by the federal government of a credit equal to a percentage of interest on such bonds or calculated on some other basis, including the timely completion and filing of any forms required by the Internal Revenue Service to maintain or establish the applicable status of the bonds for purposes of federal income taxation.
4. **Use of Bond-Financed Facilities.** The Tax Compliance Officer shall consult with Outside Counsel before entering into any agreement or other arrangement for the sale, lease, or use of bond-financed property, including, but not limited to, service, vendor, and management contracts, research agreements, licenses to use bond-financed property, or naming rights agreements. The Tax Compliance Officer or the designee of the Tax Compliance Officer shall review such agreements for compliance with federal tax laws and complete a Private Business Use Contract Review Worksheet (attached as **Exhibit B**) to document that such review has been completed.
5. **Post-Issuance Transactions.** The Tax Compliance Officer shall consult with Outside Counsel for the Issuer before making any modifications or amendments to the bond documents for a bond issue, including, but not limited to, entering or modifying investment agreements; making any change in security for the bonds; engaging in post-issuance credit enhancement transactions (*e.g.*, bond insurance, letter of credit) or hedging transactions (*e.g.*, interest rate swap, cap); terminating or appointing successor trustees; releasing any liens; or reissuing the bonds.
6. **Remedial Action.** In the event that it is determined that any use of bond proceeds or bond-financed facilities is inconsistent with the character of the status for federal income tax purposes of the bonds, the Tax Compliance Officer shall consult with Outside Counsel for the purpose of determining the nature and extent of any remedial action necessary or proper for the Issuer to take with respect to such bonds or bond-financed facilities according to Treasury Regulations Section 1.141-12 or other remedial actions authorized by the Commissioner of Internal Revenue under 1.141.12(h).

C. Recordkeeping. Responsibility for Records Maintenance

1. The Tax Compliance Officer shall be responsible for maintaining records related to bonds of the Issuer.
2. The Tax Compliance Officer shall maintain a central list of records related to each issue of bonds of the Issuer. The list shall identify:
 - a. The name and date of the document related to the issue,
 - b. The person or office responsible for the document, and
 - c. The physical or electronic location of the document.

D. Bond Records to be Maintained

1. The following records shall be maintained for each outstanding bond issue for the term of the outstanding bond issue plus three years:
 - a. Basic records relating to the bond transaction, including the trust indenture, loan, lease, or other financing agreement, the relevant IRS Form 8038 (including Forms 8038-G, 8038-GC, 8038-B, or 8038-TC, as applicable) with proof of filing, and bond counsel opinion shall be maintained by the Tax Compliance Officer;
 - b. Documentation evidencing the expenditure of bond proceeds, such as construction or contractor invoices and receipts for equipment and furnishings, as well as records of any special allocation made for tax purposes shall be maintained by the Tax Compliance Officer;
 - c. Documentation evidencing the lease or use of bond-financed property by public and private sources, including, but not limited to, service, vendor, and management contracts, research agreements, licenses to use bond-financed property, or naming rights agreements shall be maintained by the Issuer office executing such agreement for use of bond-financed property; and
 - d. Documentation pertaining to investment of bond proceeds, including the yield calculations for each class of investments, actual investment income received from the investment of proceeds, and rebate calculations shall be maintained by the Tax Compliance Officer's Office.
2. The Tax Compliance Officer shall maintain the Issuer's audited financial statements for not less than seven years.

V. Training Requirements, Policy Review and Miscellaneous Matters

- A. Training.** Within six months of becoming the adoption of this Policy, and on an as-needed basis thereafter, the Tax Compliance Officer, the Disclosure Officer and the respective designees of any of them, if any, shall undergo training regarding basic federal securities law and tax concepts relating to bonds and records required to be maintained under this Policy.
- B. Annual Review.** On an annual basis, or sooner if deemed necessary by the Continuing Disclosure Working Group and the Tax Compliance Working Group, shall review this policy and assess the Issuer's compliance with this Policy and shall make changes to this Policy as appropriate to ensure compliance with any covenants in the bond documents or the requirements of federal tax and securities laws and any other applicable law.
- C. Miscellaneous**
 1. **Internal Use Only.** This Policy is intended for the internal use of the Issuer only and is not intended to establish any duties in favor of or rights of any person other than the Issuer.
 2. **Waiver of Procedures.** The officers and employees charged by this Policy with performing or refraining from any action may depart from this Policy when they in good faith determine that such departure is in the best interests of the Issuer and

consistent with the duties of the Issuer under applicable laws. If a Disclosure Officer or Tax Compliance Officer is charged by this Policy with taking or refraining from such action, any such departure shall require approval review of Outside Counsel.

CITY OF ZANESVILLE, OHIO

FINANCIAL OBLIGATION SUMMARY SHEET

This form may be used to gather information necessary to evaluate whether a financial obligation is material and must be disclosed to via the Municipal Securities Rulemaking Board's EMMA system. The information requested should be inserted below. In some cases, it may be appropriate to attach a schedule or copy the applicable section from the relevant documents.

The term *financial obligation* means a:

(A) Debt obligation; (B) Derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (C) Guarantee of either of the foregoing.

Such term does not include municipal securities as to which a final official statement has been provided to the Municipal Securities Rulemaking Board consistent with SEC Rule 15c2-12.

Generally speaking, any obligation that is essentially a vehicle to borrow money (*e.g.*, a lease-purchase agreement) should be considered a *financial obligation*.

1. Obligation amount and date incurred	
2. Final maturity date of the obligation	
3. Debt service schedule, if including principal amortization, interest rate(s), interest calculations (<i>attach separate sheet if necessary</i>)	
4. Legal security and/ source of payment	
5. Interest rate method of calculation, if variable	
6. Use of obligation proceeds	
7. Covenants, events of defaults and remedies	
8. Amortization modification provisions, or information about payment acceleration or other non-standard payment considerations	
9. Any other information that an issuer believes to be important to lenders or investors in the obligations of the Issuer	

CITY OF ZANESVILLE, OHIO

PRIVATE BUSINESS USE CONTRACT REVIEW WORKSHEET

City Department: _____

Contracting Parties: _____

Type/Title of Agreement: _____

Agreement Not Subject to Private Use Limitation

- _____ Relates solely to construction of bond-financed facility
- _____ Relates to property that was not financed with proceeds of a bond issue
- _____ Does not relate to use or function of property
- _____ Includes incidental services only (janitorial, office equipment repair, or similar services)
- _____ Compensation consists solely of reimbursement of actual and direct expenses incurred by the service provider while providing services under the agreement

Agreement Satisfies Safe Harbors for Management/Service Contracts with Outside Service Providers

If the arrangement with an outside service provider is not either an "Eligible Expense Reimbursement Arrangement" or an "Other Permissible Arrangement" (both as described below), then Bond Counsel should be consulted.

Eligible Expense Reimbursement Arrangement

_____ To be an Eligible Expense Reimbursement Arrangement, the compensation paid to the outside service provider must consist solely of reasonable overhead and the reimbursement of actual and direct expenses paid by the outside service provider to unrelated parties.

Other Permissible Arrangement

To be an Other Permissible Arrangement, all six of the following elements must be present:

1. Financial Requirements

- _____ Compensation payments to the service provider (including any reimbursement for actual and direct expenses paid by the service provider and related administrative overhead expenses) are reasonable compensation for services rendered during the term of the contract; and
- _____ The outside service provider does not share in the net profits of the managed facility; and
- _____ The outside service provider is not forced to share net losses from the operation of the managed facility.

2. Term of the Contract

_____ The term of the contract is no longer than the lesser of (i) 30 years, or (ii) 80% of the weighted economic life of the managed property, which term is retested as of the date of any material modification of the contract.

3. Control of the Managed Property

_____ The approval of the City is required for each of the following:

- _____ the annual budget of the managed property;
- _____ capital expenditures with respect to the managed property;
- _____ any disposition of the managed property or any portion thereof;
- _____ rates charged for use of managed property (or methodology for setting such rates); and
- _____ the general nature and type of use of the managed property (for example, the type of services).

4. Risk of Loss

_____ The City bears the risk of loss upon damage or destruction of the managed property.

5. Tax Position of Outside Service Provider

_____ The outside service provider expressly agrees that it is not entitled to and will not take any tax position that is inconsistent with being an outside service provider to the City with respect to the managed property.

6. Rights of the City

_____ The outside service provider does not have any role or relationship with the City that might limit the ability of the City to exercise its rights under the contract.

Agreement Requires Further Review by Bond Counsel

- _____ Ownership (including agreement that transfers title at end of the term)
- _____ Lease, license, or any other agreement which creates exclusive or priority rights to use any portion of a bond-financed property or which creates an economic benefit for the third-party user
- _____ Agreement with governmental entity or 501(c)(3) organization
- _____ Research agreement
- _____ Management or service contract falling outside safe harbors listed above (provide explanation)

Reviewer: _____

Date: _____

Community Development Committee
Mark Baker, Chair

ORDINANCE NO. 2020-102 _____
INTRODUCED BY COUNCIL

AN ORDINANCE APPROVING AN AGREEMENT WITH WORTHINGTON FOODS, INC PROVIDING FOR A PROJECT AND TAX EXEMPTIONS PURSUANT TO THE OHIO ENTERPRISE ZONE PROGRAM, AND MAKING DETERMINATIONS IN CONNECTION THEREWITH, AND DECLARING AN EMERGENCY.

WHEREAS, the State of Ohio has pursuant to its Ohio Enterprise Zone Program provided for the establishment of Urban or Rural Jobs and Enterprise Zones, and for the provision of tax incentives to private enterprise in order to promote and encourage expansion programs by private enterprise in such Enterprise Zones, and the creation and/or preservation of jobs and economic development in connection therewith; and

WHEREAS, pursuant to said State Urban Jobs and Enterprise Zone Program, this City Council by Ordinance No. 97-190 passed October 27, 1997, approved the designation of the geographic area described in said Ordinance as a Rural Enterprise Zone, and requested the Muskingum County Commissioners to make such designation; and the Board of County Commissioners of Muskingum County by their Resolution adopted October 30, 1997 designated the geographic area described in said resolution as a Rural Enterprise Zone, and the Director of Development of the State Department of Development has made his certification and approval of said area as a Rural Enterprise Zone within the requirements of Ohio Revised Code Sections 5709.61 through 5709.65 (hereinafter the "Act"); and

WHEREAS, the City Council has received a proposal from Worthington Foods, Inc., (herein collectively referred to as the "Company") proposing to enter into an Agreement with the City and County under the Act, which Agreement would provide for a Project by the Company (the "Project") as described in said Proposal, located in the Enterprise Zone and pursuant to the aforesaid Ordinance and County resolution, the County will negotiate, approve and enter into an enterprise zone agreement with the Company, after receiving the consent and approval of the City; and

WHEREAS, said Proposal has been reviewed and investigated by the City, and the City Council has determined that it will be in the best interests of the City of Zanesville and its citizens to proceed to enter into an Agreement with the company providing for the Project described in said Proposal and for the requested exemption therefore, and that such Agreement and Project will carry out the purposes of the Act, and will promote the economic welfare of the City and its residents by creating or preserving jobs and employment opportunities.

WHEREAS, That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of public peace, health, safety and welfare of Zanesville residents, for the purpose of consenting to an enterprise zone agreement with Worthington Foods to make additional employment available and to preserve employment opportunities at Worthington Foods located in the City of Zanesville; with the loss of such jobs and tax revenue having negative impact on funds used for crucial City services, thereby threatening the health, safety, and welfare of our

citizens; therefore, this ordinance is hereby declared to be an emergency and shall take effect and be in full force immediately upon its passage and approval by the Mayor.

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

SECTION ONE. The City Council hereby finds and determines that the Company is qualified by financial responsibility and business experience to create employment opportunities in the Enterprise Zone, and to improve the economic climate of the City, and hereby finds and determines that the aforesaid Proposal complies with the requirements of the Act and is satisfactory to the City, and which Proposal is hereby approved.

SECTION TWO. The City Council hereby confirms and ratifies the City's agreement to approve real property tax exemptions for said project pursuant to the enterprise zone program; and confirms, ratifies and approves the execution by the Mayor of an enterprise zone agreement, and providing for 60% real property tax exemptions for 10 years, substantially in accordance with the form of the agreement on file with the Clerk of the City Council and marked with the same number as this Ordinance and marked as Exhibit A.

SECTION THREE. This City Council hereby finds and determines that the real property tax exemptions requested by the company for said Project meet the requirements of the Act, and the City Council hereby approves the real property tax exemptions requested and the Council further approves an Agreement providing for the Project, and for the granting by the City of the requested real property tax exemptions, and said Agreement shall be substantially in the form of the Agreement attached hereto as Exhibit A, and with such revisions and additional terms and conditions as may be required and as are consistent with the requirements of the Act, and are approved by the Director of Law and Director of the Community Development of the City; and, this Council hereby authorizes and directs the Mayor to execute the Agreement on behalf of the City and with the Company, and to forward said Agreement to the Muskingum County Commissioners for their approval.

SECTION FOUR. This Council hereby authorized and directs the Mayor, Director of Law, and Director of Community Development to take such additional steps, and provide such information and certifications, as is necessary and appropriate to carry out and implement the terms and conditions of the aforesaid Agreement, and the requirements and policies of the Act.

SECTION FIVE. This Council finds and determines that all formal actions of this Council concerning and relating to the passage of this ordinance were taken in an open meeting of this Council and that all deliberations of the Council and of any of its committees that resulted in those formal actions were taken in meetings open to the public in accordance with the law.

SECTION SIX. That for the reasons state in the preamble hereto, and for the further reason that it affects the immediate preservation of public health and safety, this ordinance is hereby declared to be an emergency measure and being an emergency provided it receives the affirmative vote of six (6) or more members of Council elected thereto 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: _____

Ordinance No. 2020-102

ATTEST: _____
City Clerk

President of Council

APPROVED _____, 2020

Mayor

THIS LEGISLATION APPROVED
AS TO FORM



Law Director's Office

ENTERPRISE ZONE AGREEMENT

This agreement made and entered into by and between THE COUNTY OF MUSKINGUM, Ohio, a County duly organized under the laws of the State of Ohio, with its main offices located at 401 Main Street, Zanesville, Ohio 43702-3519 hereinafter referred to as the "COUNTY" and Worthington Foods, Inc., hereinafter collectively referred to as the "ENTERPRISE", with main offices located at 1675 Fairview Road, Zanesville, Ohio 43701,

WITNESSETH;

WHEREAS, the COUNTY and the City of Zanesville, hereafter referred to as the "CITY", have encouraged the development of real property and the acquisition of personal property located in the area designated by the Director of Development as Enterprise Zone 092D; and

WHEREAS, the ENTERPRISE is desirous of constructing an addition to an existing facility, purchase new machinery, equipment, furniture, fixtures and acquire inventory to establish a new expansion of the facility, and create employment opportunities in our community, hereinafter referred to as the "PROJECT", within the boundaries of the aforementioned Enterprise Zone, provided that the appropriate development incentives are available to support the economic viability of said PROJECT; and

WHEREAS, the COUNTY, having the appropriate authority for the stated type of project, is desirous of providing Enterprise Zone 092D with incentives available for the development of the PROJECT in said Enterprise Zone under Chapter 5709 of the Ohio Revised Code; and

WHEREAS, the ENTERPRISE has submitted a proposed agreement application (herein attached as Exhibit A) to the COUNTY, said application (hereinafter referred to as "APPLICATION"); and

WHEREAS, the ENTERPRISE has remitted the required state application fee of \$750.00 made payable to the Ohio Development Services Agency with the application to be forwarded with the final agreement; and

WHEREAS, the Zanesville-Muskingum County Port Authority has investigated the application of the ENTERPRISE and has recommended the same to the COUNTY on the basis that the ENTERPRISE is qualified by financial responsibility and business experience to create and preserve employment opportunities in said Enterprise Zone and improve the economic climate of the COUNTY and the CITY; and

WHEREAS, the PROJECT site (Auditor's parcel no(s). 86-34-01-01-004) as proposed by the ENTERPRISE is located in the West Muskingum Local School District and the Mid-East Ohio Joint Vocational School and the Board of Education of the West Muskingum Local School District and the Mid-East Ohio Joint Vocational School District have been notified in accordance with Section 5709.83 and been given a copy of the APPLICATION; and

WHEREAS, pursuant to Section 5709.63(A) and in conformance with the format required under Section 5709.631 of the Ohio Revised Code, the parties hereto desire to set forth their Agreement with respect to matters hereinafter contained;

NOW THEREFORE, in consideration of the mutual covenants hereinafter contained and the benefit to be derived by the parties from the execution hereof, the parties herein agree as follows:

1. The ENTERPRISE shall expand an existing facility in the City of Zanesville, Muskingum County, Ohio, to add approximately 40,000 sf. to 50,000 sf. to the existing facility for the ENTERPRISE.

The PROJECT by the ENTERPRISE in expanding its facility and operation includes a total eligible project investment of (\$18,000,000) eighteen million dollars, which represents a "significant" new investment. The PROJECT anticipates including investment in new machinery and equipment estimated at twenty-five million dollars (\$25,000,000) for a total project investment of forty-three million dollars (\$43,000,000).

The PROJECT will begin September 2020 (weather permitting), and all construction and installation is anticipated to be completed by December 2021.

2. The ENTERPRISE shall create 40 full-time permanent job opportunities that shall be based at the PROJECT site before December 31, 2024. The number of full-time employee positions currently at the site is 303 and those positions comprise all the ENTERPRISE'S positions in the State of Ohio.

The addition of the 40 full-time permanent positions will add an estimated (\$2,000,000) two million dollars in annual payroll to the community.

3. The ENTERPRISE shall provide to the proper Tax Incentive Review Council (upon request) annual information reasonably required by the council to evaluate the ENTERPRISE compliance with the Agreement, including returns filed pursuant to Section 5711.02 of the Ohio Revised Code if requested by the council.
4. The COUNTY hereby grants the ENTERPRISE a tax exemption sixty per cent (60%) for real property improvements made to the PROJECT site pursuant to Section 5709.63 of the Ohio Revised Code for ten years, the exemption to commence the first year for which the real property would first be taxable were that property not exempted from taxation. No exemption shall commence after 2022 nor extend beyond 2032.
5. In any three-year period during which this agreement is in effect, if the actual average number of employee positions created or retained by the ENTERPRISE is not equal to or greater than sixty percent of the number of employee positions estimated to be created or retained under this agreement during that three-year period, COUNTY shall have the right, but not the obligation, to reduce the tax credit percentage and/or term of the tax exemption going forward, or cancel of the tax exemption going forward.
6. The ENTERPRISE shall pay such real property taxes as are not exempted under this agreement and are charged against such property and shall file all tax reports and returns as required by law. If the ENTERPRISE fails to pay such taxes or file such returns and reports, all incentives granted under this agreement are rescinded beginning with the year

for which such taxes are charged or such reports or returns are required to be filed and thereafter.

7. The COUNTY shall perform such acts as are reasonably necessary or appropriate to effect, claim, reserve, and maintain exemptions from taxation granted under this agreement including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with such exemptions.
8. If for any reason the Enterprise Zone designation expires, the Director of the Ohio Development Services Agency revokes certification of the zone, or the COUNTY revokes the designation of the zone, entitlements granted under this agreement shall continue for the number of years specified under this agreement, unless the ENTERPRISE materially fails to fulfill its obligations under this agreement and the COUNTY and/or the CITY terminates or modifies the exemptions from taxation granted under this agreement.
9. If the ENTERPRISE materially fails to fulfill its obligations under this agreement, or if the COUNTY determines that the certification as to delinquent taxes required by this agreement is fraudulent, the COUNTY may terminate or modify the exemptions from taxation granted under this agreement.
10. The ENTERPRISE hereby certifies that at the time this agreement is executed, the ENTERPRISE does not owe any delinquent real or tangible personal property taxes to any taxing authority of the State of Ohio, and does not owe delinquent taxes for which The ENTERPRISE is liable under Chapter 5733., 5735., 5739., 5741., 5743., 5747., or 5753. of the Revised Code, or, if such delinquent taxes are owed, the ENTERPRISE currently is paying the delinquent taxes pursuant to an undertaking enforceable by the State of Ohio or an agent or instrumentality thereof, has filed a petition in bankruptcy under 11 U.S.C.A. 101, et seq., or such a petition has been filed against the ENTERPRISE. For the purposes of the certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Revised Code governing payment of those taxes."
11. The ENTERPRISE affirmatively covenants that it does not owe: (1) any delinquent taxes to the State of Ohio or a political subdivision of the State; (2) any moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State; and (3) any other moneys to the State, a state agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not.
12. The ENTERPRISE and the COUNTY acknowledge that this agreement must be approved by formal action of the legislative authority of the COUNTY and by the consent and approval of the CITY as conditions for the agreement to take effect. This agreement takes effect upon such approvals.
13. The COUNTY has developed a policy to ensure recipients of Enterprise Zone tax benefits practice non-discriminating hiring in their operations. By executing this agreement, the ENTERPRISE is committing to following non-discriminating hiring practices, acknowledging that no individual may be denied employment solely on the basis of race, religion, sex, disability, color, national origin, or ancestry.

14. Exemptions from taxation granted under this agreement shall be revoked if it is determined that the ENTERPRISE, any successor enterprise, or any related member (as those terms are defined in Section 5709.61 of the Ohio Revised Code) has violated the prohibition against entering into this agreement under Division (E) of Section 3735.671 or Section 5709.63 of the Ohio Revised Code prior to the time prescribed by that division or either of those sections.
15. The ENTERPRISE affirmatively covenants that it has made no false statements to the State or local political subdivision in the process of obtaining approval for the Enterprise Zone incentives. If any representative of the ENTERPRISE has knowingly made a false statement to the State or local political subdivision to obtain the Enterprise Zone incentives, the ENTERPRISE shall be required to immediately return all benefits received under the Enterprise Zone Agreement pursuant to ORC Section 9.66 (C)(2) and shall be ineligible for any future economic development assistance from the State, any state agency or a political subdivision pursuant to ORC Section 9.66(C)(1). Any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to ORC 2921.13(D)(1), which is punishable by a fine of not more than \$1,000 and/or a term of imprisonment of not more than six months.
16. This Agreement is not transferrable or assignable without the express, written approval of the COUNTY.

IN WITNESS WHEREOF, the COUNTY by its Board of County Commissioners has caused this instrument to be executed this 20th day of August, 2020 and the ENTERPRISE has caused this instrument to be executed on the ____ day of _____, 2020.

Worthington Foods, Inc.

By: _____

Print Name: _____

Title: _____

The County of Muskingum, Ohio

By _____
Commissioner Cindy Cameron

By _____
Commissioner Mollie Crooks

By _____
Commissioner James Porter

APPROVED AS TO FORM:
D. MICHAEL HADDOX
MUSKINGUM COUNTY PROSECUTING ATTORNEY

By: _____
Mark A. Zanghi
Assistant Prosecuting Attorney
Attorney for Muskingum County, Ohio

CONSENT AND APPROVAL

On behalf of THE CITY OF ZANESVILLE, Muskingum County, Ohio, we the undersigned, do hereby consent and approve the terms and conditions outlined in the Agreement on behalf of said City, as authorized by Ordinance _____ adopted the 10th day of August, 2020 and as duly authorized representatives for the uses and purposes therein contained.

THE CITY OF ZANESVILLE, OHIO

By _____
Mayor

By _____
City Council President

APPROVED AS TO FORM:
DAVID TARBERT
CITY OF ZANESVILLE LAW DIRECTOR

By:  _____
David Tarbert
Law Director for The City of Zanesville

MUSKINGUM COUNTY - 2020 TAX YEAR RATES**(91) Zanesville Corp -West Muskingum Local Schools**

86-34-01-01-004

ESTIMATED ABATEMENT CALCULATION AND DISTRIBUTION TO ENTITIES

Rate #2	Commercial Rate	ABATED	TAXABLE
	100%	60%	40%
Market Value	18,000,000		
% for Taxation	35%		
Taxable Value	6,300,000	6,300,000	6,300,000
		60%	40%
	6,300,000	3,780,000	2,520,000
Tax Rate	45.627197	45.627197	45.627197
Amount of Taxes	287,451.34	172,470.80	114,980.54
		Abated	Taxable

DISTRIBUTION OF RE TAXES BY TAXING DISTRICT

#91	2019 TY	Total Amont	60%	40%
Political Subdivison	Commerical Rate	of RE Tax	Abatement	Taxable
County	0.010047456	63,298.97	37,979.38	25,319.59
West Muskingum	0.030334028	191,104.38	114,662.63	76,441.75
Mid-East CTC	0.002395713	15,092.99	9,055.80	6,037.20
Zanesville Corp	0.002850000	17,955.00	10,773.00	7,182.00
Effective Rate	0.045627197	\$ 287,451.34	\$ 172,470.80	\$ 114,980.54

Enterprise Zone Application for

Worthington Foods, Inc.

Enterprise

OHIO DEPARTMENT OF DEVELOPMENT

OHIO DEPARTMENT OF DEVELOPMENT
OHIO ENTERPRISE ZONE PROGRAM

PROPOSED AGREEMENT for Enterprise Zone Tax incentives between the

Zanesville-Muskingum County Port Authority

Local Legislative Authority

located in the County of Muskingum and

Worthington Foods, Inc.

Enterprise

1a. Name of business, home or main office address, contact person, and telephone number (attach additional pages if multiple enterprise participants).

Worthington Foods, Inc.

Enterprise Name

Tracy Mihos

Contact Person

(202) 624-3904

Telephone Number

1675 Fairview Rd.
Zanesville, OH 43701

Address

1b. Project Site:

Henderson Harris

Contact Person

(740) 450-9344

Telephone Number

1675 Fairview Rd, Zanesville, OH 43701

Address

86-34-01-01-004

Parcel Number(s)

2a. Nature of business (manufacturing, distribution, wholesale or other).

Manufacturing

2b. List primary 6-digit NAICS #

311900

Business may list other relevant SIC numbers

2c. If a consolidation, what are the components of the consolidation? (must itemize the location, assets, and employment positions to be transferred)

N/A

2d. Form of business of enterprise (corporation, partnership, proprietorship, or other).

Corporation

3. Name of principal owner (s) or officers of the business (attach list if necessary).

Steve Cahillane, CEO (Kellogg Company)

4. Is business seasonal in nature? Yes No

5a. State the enterprise's current employment level at the proposed project site:

303

5b. Will the project involve the relocation of employment positions or assets from one Ohio location to another? Note that relocation projects are restricted in non-distress based Ohio Enterprise Zones. A waiver from the Director of the Ohio Department of Development is available for special limited circumstances. The business and local jurisdiction should contact ODOD early in the discussions.

Yes No

5c. If yes, state the locations from which employment positions or assets will be relocated and the location to where the employment positions or assets will be located:

N/A

5d. State the enterprise's current employment level in Ohio (itemized for full and part-time and permanent and temporary employees):

303 full-time employees

5e. State the enterprise's current employment level for each facility to be affected by the relocation of employment position or assets:

N/A

5f. What is the projected impact of the relocation, detailing the number and type of employees and/or assets to be relocated?

N/A

6a. Has the Enterprise previously entered into an Enterprise Zone Agreement with the local legislative authorities at any site where the employment or assets will be relocated as a result of this proposal?

Yes No

6b. If yes, list the local legislative authorities, date, and term of incentives for each Enterprise Zone Agreement:

N/A

7. Does the Enterprise owe:

a. Any delinquent taxes to the State of Ohio or a political subdivision of the State?

Yes No

b. Any moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State?

Yes No

c. Any other moneys to the State, a state agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not.

Yes No

d. If yes to any of the above, please provide details of each instance including but not limited to the location, amounts, and/or case identification numbers (add additional sheets if necessary).

N/A

8. Project Description (attach additional pages if necessary):

The Company is looking to expand the footprint of its current Zanesville, Ohio production facility to increase capacity and capabilities. The project is focused on an industry growth category and would also provide for the potential of future investment based on consumer demand.

9. Project will begin and be completed provided a tax exemption is provided.

10a. Estimate the number of new employees the business intends to hire at the facility that is the project site (job creation projection must be itemized by full and part-time and permanent and temporary):

40

10b. State the time frame of this projected hiring: years.

10c. State proposed schedule for hiring (itemize by full and part-time and permanent and temporary employees):

The Company will hire 40 full-time employees to coincide with increase capacity investment anticipated in mid-late 2021 through the end of 2024.

11a. Estimate the amount of annual payroll such new employees will add:

\$2,000,000

(new annual payroll must be itemized by full and part-time and permanent and temporary new employees).

11b. Indicate separately the amount of existing annual payroll relating to any job retention claim resulting from the project:

\$20,372,204 as of 6/30/20

12. Market value of the existing facility as determined for local property taxation.

\$7,310,000

13. Business's total current investment in the facility as of the proposal's submission.

\$0

14a. Describe the capital investment planned at the project site (site improvements, facility description, square feet to be constructed, type of machinery & equipment to be installed, etc.)

The project includes a 40,000 to 50,000 sq ft addition to existing building to create space for new machinery and equipment for new and realigned production lines within the facility.

14b. Please estimate the amount to be invested by the enterprise to establish, expand, renovate or occupy a facility:

	Minimum	Maximum
A. Acquisition of Land & Buildings:	\$	\$
B. Additions/New Construction:	\$ 18,000,000	\$ 18,000,000
C. Improvements to existing buildings	\$	\$
D. Machinery & Equipment:	\$ 25,000,000	\$ 25,000,000
E. Furniture & Fixtures:	\$	\$
Total New Project Investment:	\$ 43,000,000	\$ 43,000,000

15. a. Business requests the following tax exemption incentives:
 [80]% for [10] years covering real property improvements.

b. Business's reasons for requesting tax incentives (be quantitatively specific as possible)

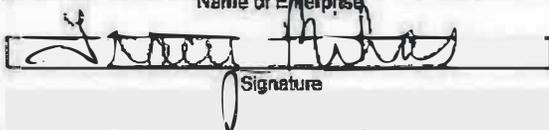
The Company continuously evaluates consumer demands and capacity needs across its production network in order to provide capital throughout its many business categories. Therefore, internal competition to demonstrate the need for capital due to growth potential and future flexibility is significant. Particularly critical to this project, there is an alternative location in Michigan which does not require substantial real property investment capital. This creates a clear differential between Ohio and Michigan, specifically related to the estimated \$ 18 million required for building expansion costs.

Submission of this application expressly authorizes the Zanesville-Muskingum County Port Authority

and/or Muskingum County to contact the Ohio Environmental Protection Agency to confirm statements contained within this application including item #7 and to review applicable confidential records. As part of this application, the business may also be required to directly request from the Ohio Department of Taxation or complete a waiver form allowing the Ohio Department of Taxation to release specific tax records to the local jurisdictions considering the incentive request.

Applicant agrees to supply additional information upon request.

The applicant affirmatively covenants that the information contained in and submitted with this application is complete and correct and is aware of the ORC Sections 9.66(C)(1) and 2931.13(D)(1) penalties for falsification which could result in the forfeiture of all current and future economic development assistance benefit as well as a fine of not more than \$1,000 and/or a term of imprisonment of not more than six months.

Worthington Foods, Inc. Name of Enterprise	July 28, 2020 Date
 Signature	Tracy Hulse Typed Name and Title

* A copy of this proposal must be forwarded by the local governments to the affected Board of Education along with notice of the meeting date on which the local government will review the proposal. Notice must be given a minimum of fourteen (14) days prior to the scheduled meeting to permit the Board of Education to appear and/or comment before the legislative authorities considering the request. If the percentage exceeds the threshold percentage, a minimum of forty-five (45) days notice must be given.

** Attach to Final Enterprise Zone Agreement as Exhibit A

Please note that copies of this proposal must be included in the finalized Enterprise Zone Agreement and be forwarded to the Ohio Department of Taxation and the Ohio Department of Development within fifteen (15) days of final approval.

ORDINANCE NO. 2020- 93
INTRODUCED BY COUNCIL

AN ORDINANCE AUTHORIZING THE ASSESSMENT OF LIENS AGAINST CERTAIN PROPERTIES FOR DEMOLITION AND CLEARANCE ACTIVITIES, AND DECLARING AN EMERGENCY.

WHEREAS, the City of Zanesville, Ohio is authorized by section 110.3 of the 2009 ICC Property maintenance Code and section 715.261 of the Ohio Revised Code to charge for demolition and clearance services and to certify the same to the County Auditor to facilitate the assessment of a lien against the property; and

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

WHEREAS, the City desires to exercise its authority in regards to recovery of these costs now and in the future; and

WHEREAS, failure to timely file the assessments and collect the monies owed to the City of Zanesville to pay for annual operations, 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: All associated demolition and clearance expenses in accordance with the Ordinances or Regulations of the City of Zanesville shall constitute a lien upon the corresponding lot, parcel, building or premises where these activities occurred within of the City of Zanesville. Such expenses shall be certified to the Muskingum County Auditor by the Public Safety 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 Safety Director or City Clerk to file demolition and clearance assessments for the period ending July 15, 2020 with the Muskingum County Auditor against subject parcels indicated in Attachment A in the total amount of \$155,410.00

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

SECTION FOUR: Assessment and certifications regarding demolition and clearance activities may be made at any time.

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

PASSED: _____, 2020

ATTEST: _____
SUSAN CULBERTSON,
Clerk of Council

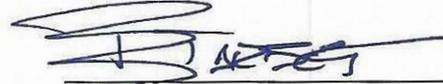
DANIEL M. VINCENT
President of Council

Ordinance No. 2020-93

APPROVED: _____, 2020

THIS LEGISLATION APPROVED AS TO FORM

Don Mason,
Mayor



LAW DIRECTOR'S OFFICE

Attachment to Ordinance No. 2020-93

Code and Demo Property Assessments				
Attachment A				
2019-2020 Assessment list				
Parcel #	Address	Owner	Owner Address	Assessment Amount
<u>83-23-07-17-000</u>	241 MEAD ST	ROSEMARY HERRIMAN	247 MEAD ST ZANESVILLE OH 43701	\$6,810.00
<u>84-46-01-10-000</u>	1125 GATTRELL ST	HAROLD & JUDY OILER	1457 MITCHELL AVE ZANESVILLE OH 43701	\$5,500.00
<u>81-59-03-11-000</u>	1212 WHEELING AVE	WALTER D & SANDRA DELGADO	3384 SANDHURST DR ZANESVILLE OH 43701	\$12,000.00
<u>83-26-04-14-000</u>	1341 CROWN ST	LEONARD HARTWELL JR	1343 EASTMAN ST ZANESVILLE OH 43701	\$5,250.00
<u>81-51-03-07-000</u>	317 WAYNE AVE	MONASTERY OF ST JUDE THADDEUS	UNKNOWN	\$9,700.00
<u>83-17-04-04-000</u>	321 BAILEY ST	RODNEY A HINDEL	1384 THOMAS DR DRESDEN OH 43821	\$7,850.00
<u>83-22-04-43-000</u>	139 LUCK AVE	MONDE 396 LLC	541 GARFIELD AVE REAR NEWARK OH 43055	\$9,250.00
<u>83-08-03-10-000</u>	414 CLIFFWOOD AVE	OSCAR & HORTENSE EDWARDS	3114 EAST PIKE APT L ZANESVILLE OH 43701	\$14,200.00
<u>84-31-01-13-000</u>	1141 EASTMAN ST	JANE M CLAPPER	UNKNOWN	\$5,900.00
<u>81-20-02-10-000</u>	235 HAZLETT CT	WALTER J JOHNSON	239 HAZLETT CT ZANESVILLE OH 43701	\$5,950.00
<u>84-58-01-05-000</u>	810 ORCHARD ST	ROBERT A BATROSS	12 GREEN ST ZANESVILLE OH 43701	\$14,500.00
<u>82-33-03-12-000</u>	660 CAREY ST	BETTY L HODGE	3450 CREAMERY RD NASHPORT OH 43830	\$7,250.00
<u>82-21-03-76-000</u>	1060 SOUTH LUCK AVE	ROBERT A & VIRGINIA M JOHNSON	564 CLIFFWOOD AVE ZANESVILLE OH 43701	\$4,850.00
<u>81-59-01-08-000</u>	1236 WHEELING AVE	PATRICIA A BANYAI	UNKNOWN	\$5,800.00
<u>84-26-06-04-000</u>	1026 GREENWOOD AVE	CHIANN X STEGER	1042 GREENWOOD AVE ZANESVILLE OH 43701	\$17,100.00
<u>82-36-06-09-000</u>	842 DRYDEN RD	JOHN M KEMP	5920 CUTLER LAKE RD BLUE ROCK OH 43720	\$10,000.00
<u>84-31-02-23-000</u>	148 BEULAH AVE	JERRY JEFF MAITLAND	788 LEXINGTON AVE ZANESVILLE OH 43701	\$13,500.00
TOTAL				\$155,410.00

Community Development Committee
Mark Baker, Chair

ORDINANCE NO. 2020 - 94

AN ORDINANCE IMPLEMENTING SECTIONS 3735.65 THROUGH 3735.70 OF THE OHIO REVISED CODE, ESTABLISHING AND DESCRIBING THE BOUNDARIES OF COMMUNITY REINVESTMENT AREA IN THE CITY OF ZANESVILLE, DESIGNATING A HOUSING OFFICER TO ADMINISTER THE PROGRAM, AND CREATING A COMMUNITY REINVESTMENT HOUSING COUNCIL AND A TAX INCENTIVE REVIEW COUNCIL.

WHEREAS, the council of the City of Zanesville (hereinafter "Council") desires to pursue all reasonable and legitimate incentive measures to assist and encourage development in specific areas of the City of Zanesville that have not enjoyed reinvestment from remodeling or new construction; and

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

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

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

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

Section 1: The area designated as the State Street Community Reinvestment Area constitutes an area in which housing facilities or structures of historical significance are located, and in which new construction or repair of existing facilities has been discouraged:

Section 2: Pursuant to ORC Section 3735.66, the State Street Community Reinvestment Area, is hereby established in the following described area:

The Community Reinvestment Area is approximately depicted as the crosshatched area on the map attached to this Ordinance (see Exhibit A) and by this reference incorporated herein.

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

Section 3: All properties identified in Exhibit A as being within the designated Community Reinvestment Area are eligible for this incentive (the city/village may determine that all or any combination of project types - residential, commercial and industrial as eligible). This proposal is a public/private partnership intended to promote and expand conforming uses in the designated area. As part of the project, the City of Zanesville intends to undertake supporting public improvements in the designated area.

Section 4: Within the Community Reinvestment Area, the percentage of the tax exemption on the increase in the assessed valuation resulting from improvements to commercial and industrial real property and the term of those exemptions shall be negotiated on a case-by-case basis in advance of construction or remodeling occurring according to the rules outlined in the ORC Section 3765.67. The results of the negotiation as approved by this Council will be set in writing in a Community Reinvestment Area Agreement as outlined in ORC Section 3735.671. For residential property, a tax exemption on the increase in the assessed valuation resulting from the improvements as described in ORC Section 3735.67 shall be granted upon application by the property owner and certification thereof by the designated Housing Officer for the following periods.

- a. Five (5) years, for the remodeling of every residential dwelling unit containing not more than two housing units and upon which the cost of remodeling is at least \$2,500, as described in ORC Section 3735.67, and with such exemption being 100 percent (100%) for each of the five (5) years.
- b. Seven (7) years, for the remodeling of every residential dwelling unit containing more than two housing units and upon which the cost of remodeling is at least \$5,000, as described in ORC Section 3735.67, and with such exemption being 100 percent (100%) for each of the seven (7) years.
- c. Ten (10) years, for the construction of all new residential dwellings, as described in ORC Section 3735.67, with such exemption being 100 percent (100%) for each of the ten (10) years.
- d. Up to, and including, twelve (12) years, and up to, and including, 100 percent (100%) for the remodeling of existing commercial and industrial facilities and upon which the cost of remodeling is at least \$5,000, as described in ORC Section 3735.67, the term and percentage of which shall be negotiated on a case-by-case basis in advance of remodeling occurring.
- e. Up to, and including fifteen (15) years, and up to, and including, 100 percent (100%) for the construction of new commercial or industrial facilities, the term and percentage of which shall be negotiated on a case-by-case basis in advance of construction occurring.

For the purposes of the above described Community Reinvestment Area, structures

exclusively used for residential purposes shall be classified as residential structures.

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

Section 5: All commercial and industrial projects are required to comply with the state application fee requirements of ORC Section 3735.672 (C) and the local annual monitoring fee of one percent of the amount of taxes exempted under the agreement - a minimum of \$500 up to a maximum of \$2500 annually unless waived.

Section 6: To administer and implement the provisions of this Ordinance, the Community Development Director is designated as the Housing Officer as described in Sections 3735.65 through 3735.70.

Section 7: That a "Community Reinvestment Area Housing Council" shall be created, consisting of two members appointed by the Mayor of Zanesville, two members appointed by the Council of the City of Zanesville and one member appointed by the Planning Commission of the City of Zanesville. The majority of the members shall then appoint two additional members who shall be residents within the area. Terms of the members of the Council shall be for three years. An unexpired term resulting from a vacancy in the Council shall be filled in the same manner as the initial appointment was made. The Community Reinvestment Area Council shall make an annual inspection of the properties within the district for which an exemption has been granted under Section 3735.67 of the ORC. The Council shall also hear appeals under Section 3735.70 of the ORC.

A Tax Incentive Review Council shall be established pursuant to ORC Section 5709.85 and shall consist of three representatives appointed by the Board of County Commissioners, two representatives of the municipal corporation, appointed by the Municipal CEO with Council concurrence, the county auditor or designee and a representative of each affected Board of Education. At least two members must be residents of the City of Zanesville. The Tax Incentive Review Council shall review annually the compliance of all agreements involving the granting of exemptions for commercial or industrial real property improvements under Section 3735.671, of the ORC and make written recommendations to the Council as to continuing, modifying or terminating said agreement based upon the performance of the agreement.

Section 8: The council reserves the right to re-evaluate the designation of the State Street Community Reinvestment Area after December 31, 2022, at which time the Council may direct the Housing Officer not to accept any new applications for exemptions as described in Section 3735.67 of the ORC.

Section 9: The Community Reinvestment Area Council shall make an annual inspection of

the properties within the district for which an exemption has been granted under Section 3735.67 of the ORC. The council shall also hear appeals under 3735.70, of the ORC.

Section 10: The Council hereby finds and determines that all formal actions relative to the passage of this Ordinance were taken in an open meeting of this Council, that all deliberations of this Council and of its committees, if any, which resulted in formal action were taken in meetings open to the public, in full compliance with the applicable legal requirements, including Section 121.22 of the ORC.

Section 11: That this ordinance shall take effect and be enforce from and after the earliest period allowed by land and upon confirmation by the Director of the Ohio Development Services Agency of the findings in this Resolution.

Section 12: The Mayor of the City of Zanesville is hereby directed and authorized to petition the Director of the Ohio Development Services Agency to confirm the findings contained within this Resolution.

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

PASSED: _____, 2020.

ATTEST: _____
SUSAN CULBERTSON
CLERK OF COUNCIL

DANIEL M. VINCENT
PRESIDENT OF COUNCIL

APPROVED: _____, 2020.

DONALD L. MASON
MAYOR

THIS LEGISLATION
APPROVED AS TO FORM

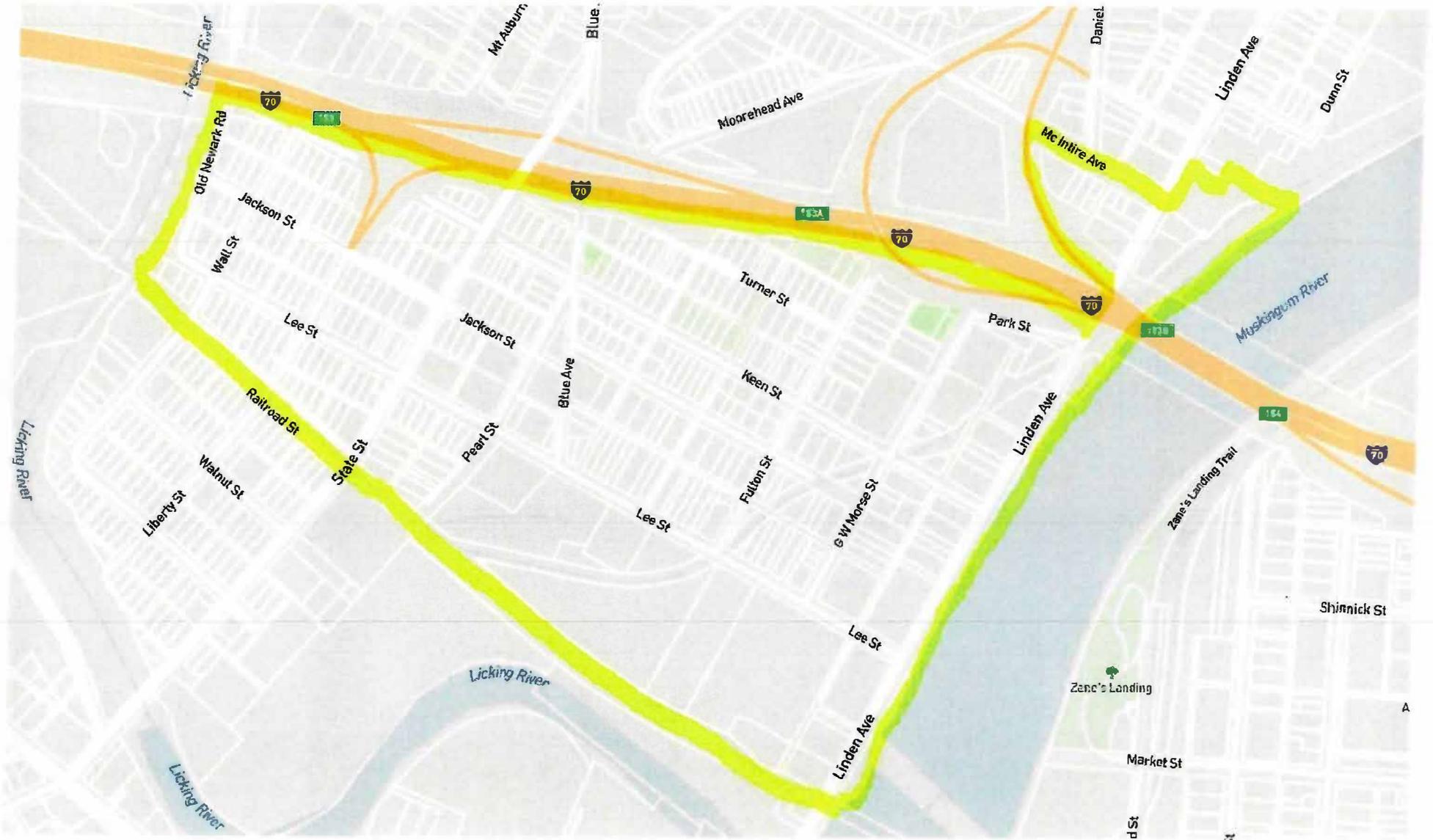


Law Director's Office

Exhibit "A"

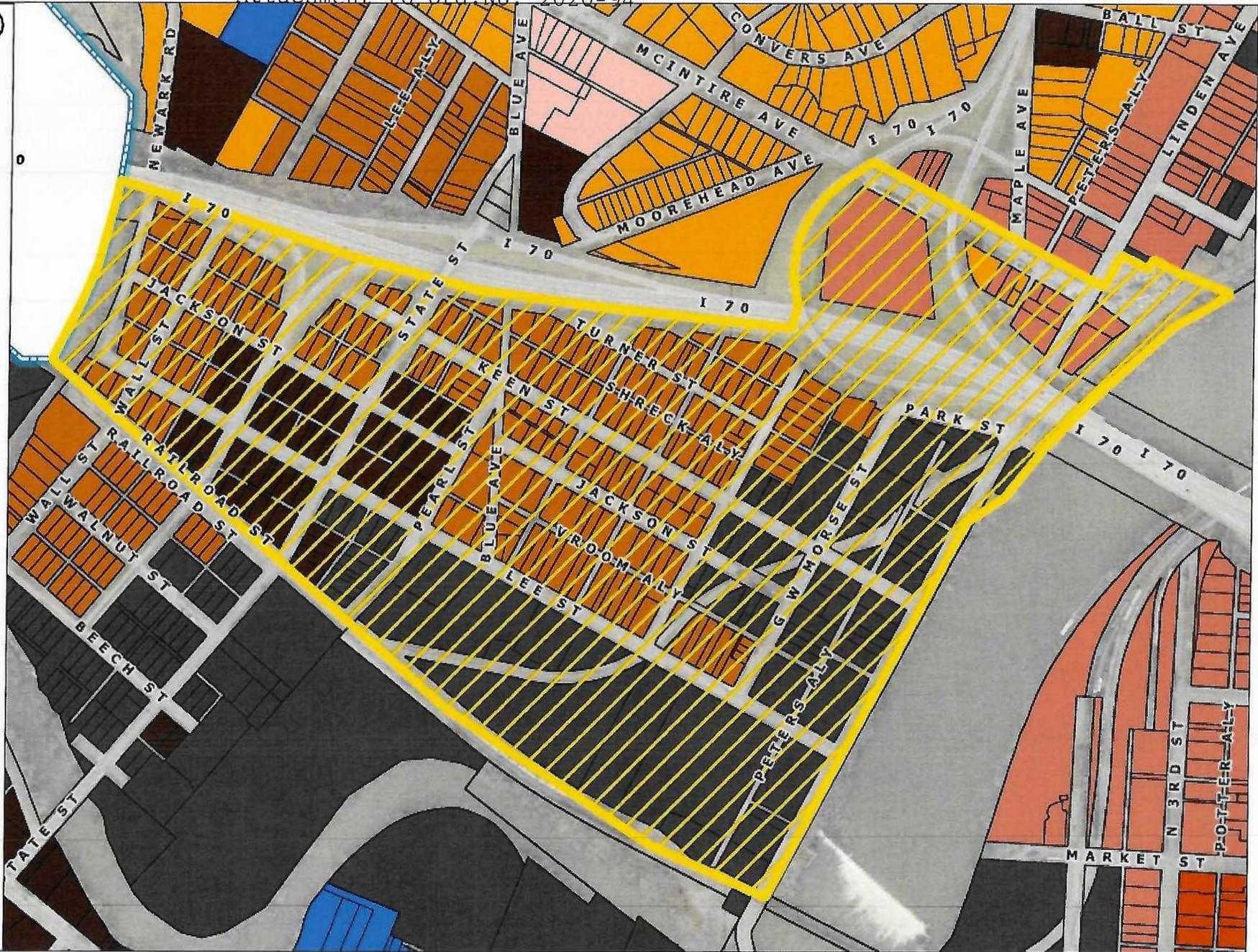
State Street CRA

Proposed Boundaries

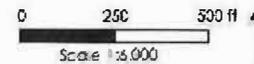


Zoning (Parcels)

- AE
- C-1
- C-2
- C-3
- C-4
- I-1
- O-1
- O-2
- PUD
- RA-1
- RM-1
- RM-2
- RS-1
- RS-2
- RS-3
- RS-4
- RS-5
- Parcels



State St Community Reinvestment Area



All data is for reference only, the City of Zanesville does not guarantee the accuracy of this data, please see the full legal disclaimer at www.coz.org/map-disclaimer

City of Zanesville
Department of Public Service
Division of Engineering

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: _____, 2020

ATTEST: _____
Susan E. Culbertson
Clerk of Council

Daniel M. Vincent
President of Council

APPROVED: _____, 2020

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

**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 & 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.	Saundra 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

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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

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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-Real	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

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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	Krystapher 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

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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

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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 Reinstetle	\$	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

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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 Reinstetle	\$	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 Canifield 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

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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

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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

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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