

6:30 P.M., MONDAY, MARCH 28, 2011 – MAYOR HOWARD S. ZWELLING GAVE HIS STATE OF THE CITY ADDRESS.

CITY COUNCIL MEETING – MONDAY, MARCH 28, 2011

The Council of the City of Zanesville met in regular session at 7:00 p.m., Monday, March 28, 2011 in the City Council Chambers, 401 Market Street, Zanesville, Ohio.

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

The following members of Council answered Roll Call: Mr. Tilton, Mr. Zakany, Mr. Baker, Mr. Tarbert, Mrs. Gentry, Mrs. Norman, Mr. Kilpatrick, Mr. Hutcheson, Mr. Roberts, and Mr. Vincent.

APPROVAL OF MINUTES

Mr. Zakany moved to accept the minutes as printed, seconded by Mr. Tilton.
Motion carried.

COMMUNICATIONS, REPORTS, AND RESOLUTIONS

None.

PROPOSED ORDINANCES

Ordinance No. 11-21 – Introduced by Council – Authorizing the proper City official to provide funds to the Muskingum Economic Opportunity Action Group.

Mr. Tilton moved for first reading, seconded by Mr. Tarbert.
Motion carried.

Ordinance No. 11-22 - Introduced by Council – An ordinance authorizing the proper City official to purchase water meters and accessories without bidding from Badger Meter Company for the replacement of water meters.

Mr. Zakany moved for first reading, seconded by Mr. Tarbert.

Mr. Sims: I brought Neal Maxwell with me. Mr. Kilpatrick has some questions regarding the program and I would like for Council to see where we have been, how we got here, why we are where we're at, and just some general updates.

Mr. Maxwell: In the beginning we went into everyone's house and read the water meters. Then we went to the ROM's that were installed on the side of the house. They did a good job at the time, but they had flaws as well.

What we have now is your reader and meter. There are various companies making meters and this is the new hi tech thing in meters. What this is a battery pack and the top is a computer chip. Everything now is computer so what used to take us two months to read complete system now takes us less than eight days. The accuracy is higher and we are able to do things such as when a customer has a leak we will do what we call a profile. This is nothing more than downloading into the laptop computer. Then we can do a printout that will let them know how many gallons of water they used every hour on the hour. We do anywhere from two to ten profiles a week. Leaks are usually the problem. It could be the hot water tank, softeners, or commodes that are leaking. We can pick these things out. If the water does not shut off within a two hour period or twenty-four hour period, this automatically "kicks out" a leak check. We have the billing office send letters stating our equipment indicates you may have a leak and you might want to have a plumber check it. We also do leak checks.

As far as prices go, we check prices constantly. The only problem is we are totally Badger. We have all our new equipment in last June. We finished a seven year program in six and a half years thanks to you for passing the ordinance last year for the radio read units. I thank you for that.

We could possibly buy a meter a few dollars cheaper than the meter we are purchasing now, but it will not adapt. Which means we have 13,000 plus accounts that we would have to switch. Switching the meters is probably the cheap part, now we have new software and reading equipment. Now we have one laptop that is in our truck and the employee drives down the road at 30 mph pulling reads. If he misses a read the computer show a red dot, he clicks on that dot and the address will appear. He will go back and see if there is something wrong with the meter or he did not hit it just right to catch that meter.

Your software and training would cost \$30,000. We have already paid for that. Your laptop and handhelds, each has their own system. Badger does not want other companies reading their meters and other companies do not want anyone else reading their meters. The meter companies are all trying to best each other. What we have done is try to make things better for the City and ourselves, we are totally self sufficient. We not only clean our own units, we test our own units, rebuild, refurbish, and make sure everything is working properly. I would say we have one of the better meter divisions in the state as far as accuracy and being self efficient. So many people sends theirs out to be tested or they do not rebuild them, they just buy new ones. We are fortunate to have the technology and the technicians that are able to do everything for you. Your Badger meter is considered a model 25, this is an Itron Mobile Reader and we buy this unit for \$138.42. SLC Meter Company sells Hersey Meters and it is a similar unit, because Hersey is basically a copycat of the Badger Meter cost \$150.00 which is a little bit more. The problem is we would have to get new software, new training, and new handhelds. Ferguson Waterworks sells an Elston Meter with an Amco Reader for about \$150.00, but you are looking at \$41,000 for training, \$5,000 per handheld, we have four handhelds and one laptop. H.D. Supply carries the Sensus Meter, the BXU Reader which there again meters are meters they all basically do the same with their own little twist to them. They are all trying to outdo each other and every six months you have something better on the market. Theirs is \$30,000 just for a laptop, just so you can read this meter once you put it in. In each period of time they are all coming out with something else these meters will do to make life better for the customer and the City. Eventually you are going to want to go a fixed base system, but since we just finished these you're going to want to go to slow unless you have money I don't know about that I can have. What that will do will make it eventually where the employees in billing bring up the customer on the screen and they tell that customer how much water they used that day, what they are using that minute, what they used last week, last month. The billing office will be able to do the same profile that we going out with a laptop and do. Right now Badger Meter has agreed to honor our prices for last year even though there was an increase in brass and copper. The meters we use were scheduled to go up \$7.00 but they agreed to leave us at the same price. When I saying meter prices I am not saying just this brass meter, it is also the reader. The meter is cheap compared to the reader. The reader is what does all the work and that is what you are paying for. Now, does anyone have any questions?

Mr. Tilton: You said there was a battery pack in the reader?

Mr. Maxwell: Yes.

Mr. Tilton: What is the life expectancy of the battery pack?

Mr. Maxwell: They are telling me 20 years. They are sealed batteries. The first ones we got in the beginning had a 10 year life expectancy. They are a grey box and not sealed. We are starting to have a little bit of difficulties with some of them. It has been seven years going on eight and some of them are getting bad because of moisture. Now they put in the stronger batteries and seal it so they will last longer. It is a 20 year life expectancy, but you do have approximately 2300 – 2500 of the old that will have to be replaced.

Mr. Tilton: Just the reader itself?

Mr. Maxwell: Yes, your meter is fine. I think the 20 years life expectancy is pretty good. They do warranty them and if they go bad, because of defect, they will replace it for free. I ship it back and they ship me a new one. If a customer cuts a wire or they are damaged by a dog, they will not cover that. We do have that. We are having more problems with people stealing them left and right. I have customers come to me and they are not just losing their meter they are losing their plumbing. I had a gentleman come to me the other day and he went to show his house for rent and they stole the furnace, hot water tank, plumbing, and our meter.

Unfortunately this gentleman had to buy a new meter because it was done under his “watch” so to speak. We are losing meters that way also. Basically from what you have had in the last seven years in costs, you are down nil right now. We plan to spend \$50,000 on meter replacements this year. You do have a meter that freezes and breaks the housing from time to time and they get scrapped. We then have to replace some of those. We have to replace the ones that were stolen, but most of what we are replacing are the grey box.

Mr. Zakany: Of the 10,000 homes or whatever we have total in Zanesville, how long does it take to read those meters compared to manual reading?

Mr. Maxwell: When we were reading with the handheld, which we had to walk up to each house, read the numbers and punch it in. That would take us two months to go through the cycle. Now, that is not counting your monthly reads and those are your businesses. That would take us a week. Now we are reading the monthly accounts in a day and we are reading the rest of the meters in less in eight days. Some days we go out and read one district in approximately four hours. Eight days total to read the whole system.

Mr. Zakany: And of course, the customer is paying what they really use.

Mr. Maxwell: You have very accurate meters that have worked better for us and them. Your old ROM system the reader would not always read which the meter did. We would then do an inside, outside check. We would try to once a year, but we could not get them all. What would happen is that pulse did not come out every time the meter would say one thing and the ROM would say something else. Usually it was not in favor of the customer and I can tell you from dealing with the customer that they would not be happy. That is another reason we went in this direction.

Mr. Roberts: Mr. Maxwell, I guess my issue is not so much with the actual meter, but the \$50,000, is this to be a continue of the current contract that we have in place?

Mr. Maxwell: Yes, we have a contract in place with Badger Meter. I checked these prices with the area companies every year, but Badger Meter is giving us what they call a trade-in-value. When one goes bad we record the numbers on it and we call that back in, but we quite sending things back in a long time ago, but they still have us on this. If we were to purchase our meters through Buckeye State Pipe, which is the closest vendor to us that sells Badger Meters, we would have to pay what they pay to Badger Meter plus their markup. We are fortunate we are able to get our meters direct from Badger Meter which I not common, but we have a very good relationship with Badger since we started and that is another reason we have stayed with them.

Mr. Roberts: Mr. Hillis, is this appropriate for us to approve this expenditure over \$25,000 without it going out to bid?

Mr. Hillis: We have an exclusive contract with Badger Meter for years.

Mr. Maxwell: I could get you bids if you like, but I can guarantee you what you are going to get. I have sales representatives from Buckeye State Pipe tell me all the time and we get our meters cheaper than they do.

Mr. Vincent: How much is the meter from H.D. Supply?

Mr. Maxwell: It is \$232.00 each. Ferguson Meters are \$150.00 each and SLC Meters are \$150.00 each.

Mr. Vincent: Mr. Sims, is there anything else?

Mr. Sims: Just to let you know, obviously Mr. Maxwell has a pretty good handle on this. He has been working in this for a long time. Looking at the investment that we have alone is nearly \$2 million and a product changeover would really seem like a waste to get away from it and have to buy new software, new meters and phase them in again. That would foul up the efficiency in the utilities office as well.

Mr. Maxwell: You would have to replace all the meters you have in the system or as you replace them you would have to have two reads systems. One is not compatible with the other. There are new items coming down the pike all the time. They are starting to come out now with what we call the RTR unit that will let us be spliced on to our meters where you will not have the cost of replacing the meter and the reader, which does wonderful things, which will take you to your fixed base. What that will entail would be to go up and clip that off or we would put their wiring on ours and start using that system. Right now it is a \$165.00 a unit. We are getting meter and everything for \$138.00. It is not feasible to switch that way. You will want to eventually fixed based is where it is, you would have more contact with it, the employees in billing office while dealing with the public right there on the phone they will be able to look at it on screen and tell them everything they need to know.

Mr. Vincent: How does that communicate?

Mr. Maxwell: They set them up so that one meter speaks to another meter. They would set small boxes on the water towers; then it sends all the information to the tower which will send it to the computer in the billing office. Technology is a wonderful thing.

Motion carried.

Ordinance No. 11-23 - Introduced by Council – An ordinance authorizing the proper City official to enter into a management/concession agreement for Gant Municipal Stadium, and declaring an emergency.

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

Mr. Sims: I received an email from Mr. Kilpatrick with some questions for clarification. Would you like to discuss those tonight? I did respond to everyone, but Mr. Kilpatrick was not able to check his email before the Council meeting.

Mr. Vincent: Would you like that Council? Yes.

Mr. Sims: Mr. Kilpatrick's first question asked if there was a minimum lease for the Old Timers to pay. Actually, no. Their lease is made up of everything they do for the facility. That is stated in the contract in Part I: Management Agreement. They schedule such performances as games, events and activities desired that are appropriate for the stadium. This is all games such baseball, football, soccer, and another events that is held there. They establish the schedules; they sell advertising for the fences. They account for all their funds and rentals received. They turn in records to us yearly and I share those with Dale. I think Margo responded that she use to audit the contract yearly, but in recent years she has only audited upon request by Mr. Raines or myself. I have not seen any reason or problems other than they never seem to be really well off according to the books. They do come in under sometimes, but they cut all the grass, prepare the fields, clean, and sweep the stands, press box, dugouts, and locker rooms. They are maintaining the integrity of the complex. We do the hardcore maintenance, the epoxy coatings on the stadium, any of the lighting repairs, any major plumbing issues. There were a couple of frozen waterlines this winter that we repaired.

The second question was under 3.e as far as sale of advertising for the outfield fence, we do receive money and if you look under 4.i we receive \$100.00 for each advertisement that they sell. They are suppose to guarantee us \$1,000.00 per year unless they do not sell enough ads to warrant that and I think you will find the past year they did not.

Mr. Kilpatrick: And that money is committed to go back into the stadium?

Mr. Sims: That money is committed to go back into a repair fund specifically for the fence or if it is not necessary for the fence it could be used for other improvements.

Your other question was did we replace the lights? No, I think you heard in the Mayor's speech that was not approved by Council last year and that is part of the reason that the Old Timers were here last Council meeting was to ensure they were going to have a continuation of their contract before they start their fund raising event to try and raise the money for or at least half. Doug

Staker did say they would likely exceed half of the money needed. No, that has not been done yet and I expect the Mayor will come back and approach Council about that later.

On question five we have built the improvement reserve up. It has a \$10,000 minimum that we are keeping there under section 4.i and there is currently \$12,647.00 in the account. That is not for full fence replacement, but we do have vandalism, we do have gates broken and chains cut where we have to repair or replace sections of the fence.

In looking at six and seven, those are our insurance considerations relevant to the Concession Contract. Mary Bush indicated that the facility is insured by the City for new replacement value should anything be destroyed. The Old Timers were required to maintain \$1 million minimum coverage for incidents relevant to the Concession Contract. I did not have the opportunity to speak with Mr. Hillis on this prior to this meeting, but this language was developed two contracts back. They did have less than that in the past and we revised that. I would almost have to defer to Scott to answer the language, but it is basically relevant to operation of the concession area. If there is any damage done because of that operation or anyone injured.

Mr. Kilpatrick: So if there is a liability claim because of something happened in the parking lot or out on the field that is not necessarily a claim against this policy that would be the responsibility of the City of Zanesville.

Mr. Sims: Well, the City of Zanesville or if the law director determines whether we are exempt from such claim. If you look in 5.a.i.i. it is the property damage occasioned by the operation of the concession areas and those numbers are lower than the City's standard requirement, I think that is just because the Old Timers have not put a lot of money in bank, but it is to try and keep their costs down so they can continue to operate.

I hope that answers your questions. If you need further clarification feel free to send me another email and I will respond.

Mr. Kilpatrick: Thank you, I appreciated all the feedback.

Mr. Roberts: Mr. Sims, do we still have a City Recreation Department? I know it was added to parks. I just wanted to make sure that verbiage was correct.

Mr. Sims: It would still be valid because Matt Phillips serves in that role.

Mr. Roberts: As far as the books being turned in upon request or annually, is that something we have to submit to the State Auditor with being an outstanding contract?

Mr. Sims: Not that I know of, unless Dale has other information. Margo told me this afternoon that years ago she would audit it annually and then she just got away from that. She did request a copy of this last year's submittal and that is in her mail box. It is presented to Dale and I for review at the end of every year.

Mr. Raines: I don't think it is included. A second audit, it is our own audit.

Mr. Roberts: In Part I, 5.c, thirty days notice to provide the equipment and half the number of workers necessary to erect and take down the outfield fence and goal posts. Is that going to cause overtime? Is that going to be after hours?

Mr. Sims: Generally not. It is usually done during the day, but I cannot say there has not been an incident where it has resolute in overtime.

Petition from Randy Case, 916 Vine Street:

Mr. Case: I have a couple questions about this contract. In 4.e of the contract, I was curious that the Old Timers are responsible for fifty percent of the cost of any repairs made necessary by lack of event supervision and/or proper maintenance. As part of their contract they are to provide routine maintenance and event supervision, if they are not providing proper maintenance and event supervision why is the City going to be responsible for fifty percent of the maintenance and repair costs?

Mr. Sims: That has been part of the contract for probably fifteen years. It is language that has not been altered.

Mr. Case: It does not make any sense if you do this we are giving you this to run? If you are going to do the basic maintenance and you are going to handle the event supervision and they do not comply with that, then something happens to damage something the City has to pay for half of the maintenance or half of the repairs. I think that is something that should be seriously looked at and changed. If they are not providing proper maintenance or proper event supervision they should be responsible for any damages that occur. On 5.a. the City shall be responsible for replacement of field lights. I think the whole issue over the past year and the issue with this contract is in the field light replacement, but the way it is worded the City is responsible for replacing the field lights. Infer means the cost also. The City has already said we cannot afford it and the Old Timers are trying to come up with the money. If this does not mean replacing the whole lights, I think it should be more expanded on to what the definition is of the type of repairs the City is responsible for on these lights. Mr. Roberts, brought up about the City being responsible for providing the equipment and half the workers, then at the same time if you go back to 4.d it says the Old Timers are responsible for this. They are responsible for erecting, maintaining, and taking down the outfield fence and goal posts and soccer goals.

Mr. Sims: It is just a catch all with thirty days advance notice and they can't get people together to do it, then we will help.

Mr. Case: That is fine. It just seems to imply that the City has to provide equipment and half of the manpower, whereas the other part of it is saying the Old Timers are suppose to do it.

Mr. Sims: In some cases that may require, depending on what they are moving or what they are taking down it may require a bucket truck. That is something they do not have access to.

Mr. Case: I understand that, but I am just saying that the way it is worded I do not want to see you get into a bind with overtime and issues like that. Like I said, my biggest concern is the one about the proper maintenance and event supervisions with the City being responsible for half of the repairs. Thank you.

Mr. Vincent: Any questions?

Mr. Baker: Mr. Sims has there been a problem in the past with City being stuck with 50% of the cost for lack of supervision or proper maintenance? Has that come up at all?

Mr. Sims: Nothing that gets my attention. The only thing that I really have noticed was vandalism when we had a small fire in the press box several years ago.

Mr. Baker: That was when we had to provide 50% of repairs?

Mr. Sims: Our insurance would have covered that. I would assume at that point if it was extent of damage well beyond our deductible.

Mr. Zakany: As a spectator in that facility I find that down through the years it is one of the nicest facilities and we had people come from other cities. They ask what professional team plays here? I am there frequently and it is very clean. The concession stand this past year was great and the workers were really on the ball. I know their sales had to be up. It is a comfortable place to go.

Mr. Sims: They manage the facility quite well and when the Mayor and I discussed this to see if we wanted to look at any changes, our thoughts were if they are willing to try and raise as much money as they for the light system to not press too hard on them on any of the components of the agreement that has been working well for 20 years or more. It has not changed much since I have been here other than the insurance issues.

Mr. Kilpatrick: In regards to section 4.e proper supervision and/or proper maintenance, my way of thinking the word "proper" is not well defined term. Proper in our eyes may not be proper in

their eyes and vice versa so in the absence of just negligence on their part, I am comfortable with splitting cost on that with the Old Timers if anything like that should happen.

Mr. Vincent: I agree. Fifty percent seems generous, but things can happen with the best supervision, like an accident in one of our parks in the City. I think the track record of 20 years is a good relationship and they do a wonderful job in taking care of the stadium. Mr. Sims this is put up for an emergency and I know we are going first reading tonight, refresh my memory. I know they want to start raising funds.

Mr. Sims: I was actually was unavailable for the last meeting, but I understand they had a session before Council to discuss... Mayor, could you fill me in on what the discussion was? I am sure it was relevant to their contract.

Mayor Zwelling: They said they wanted to raise a least half the money for the lights and they hoped that Council will come up with the other half. But they want to know that they are going to be there, so this contract is up for renewal at the end of the year they would like to do it now so they can get started on their fund raising.

Mr. Vincent: I see it is a five year instead of a three contract and emergency is just that they want to start raising funds right away.

Mayor Zwelling: I do not know if that is an emergency or not.

Mr. Sims: I just placed it as an emergency. It is Council pleasure and I do not know if the Old Timers may approach anyone and I just know they want to begin their fund raiser. So in order to accommodate them I felt we need to give them comfort level that they were going to be back.

Mr. Zakany moved to waive, seconded by Mr. Baker.

Mr. Vincent: Mr. Hillis does this meet the standards for an emergency? Its up to Council?

Mr. Hillis: The courts have left it up to Council and you have set forth a reason, so the ordinance is proper.

R. C. to waive
8 Ayes – 0 Nays Mr. Hutcheson abstained
Motion carried.

Mrs. Norman moved for passage, seconded by Mrs. Gentry.

R. C. for passage
8 Ayes – 0 Nays Mr. Hutcheson abstained
Motion carried.

ORDINANCES FOR ACTION

Ordinance No. 11-20 – Introduced by Council – Authorizing the proper City official to provide funds to South East Area Transit for the Year 2011.

Mr. Tilton moved for second reading, seconded by Mr. Hutcheson.

Mr. Roberts: Is Mr. Connell from ZBus here this evening?

Mr. Vincent: I do not see him.

Mr. Roberts: He gave us his expenditures. I guess the other half of what we were looking for was the income as far as where they are receiving all their funding. I do have a couple questions and if I could get in touch with him over the next couple of weeks.

Mayor Zwelling: Just call the ZBus and ask for Steve Connell and he is there every time I have called.

Mr. Vincent: Mr. Roberts, you feel that this is important items for Council to hear. It would be nice to invite him back.

Mr. Tarbert: Our agenda say third reading and there was a motion for second reading, is this second or third?

Mr. Vincent: It is an error on the agenda. It is second reading.
Motion carried.

Mr. Vincent: Mr. Case, I missed once again.

Mr. Case: That's alright since the gentleman was not here tonight. I will ask my question next time.

PRIVATE PETITIONS AND COMMUNICATIONS:

Petition from Randy Case, 916 Vine Street

Mr. Case: Listening to the Mayor's speech I have to disagree that even though now is a good time when it comes to interest and contractors being "hungry" and things like that. Now I don't know if there is a good time for the City to invest in going into debt to be doing a lot of improvements unless, of course, as stated by the Old Timers when they will come up with a considerable share of the money for the lights. With having read in the news a couple of weeks ago that our current governor's two year budget plan have made cuts or will be making cuts to what the City will be receiving next year and the following year. I would request that this Council and this Administration start looking now instead of waiting until the end of November and December to try to find this money. I know the Budget Committee worked really hard last year and the Administration worked hard to have some carryover money, but I do believe Mr. Raines was quoted as saying that the City would receive slightly \$345,000 less next year than what it currently receives. There is also the possibility that they might pass the inheritance tax thing where that would be \$300,000 we might not receive. Then in the following year will be even more. It would be really great to see this Council and this Administration look ahead now to save as much money as possible so come December we are not going " We are short this much plus there is this additional now". I hope there is not a shortfall.

MISCELLANEOUS AND UNFINISHED BUSINESS:

Mayor Zwelling: Chamber of Commerce had their Spring Break Breakfast and the City received five awards for Safety. The awards went to the water department, fire department, sanitation department, vehicle maintenance, and the City as a whole.

Congratulations to the Zanesville Blue Devils and Rosecrans Bishops basketball teams for a fantastic season. A special congratulation goes Zack Kirkbride, for being name the Division Four Player of the Year. Zack is the son of a City employee, Amy Kirkbride, Secretary to the Mayor.

Tango Buenos Aries was an excellent concert sponsored by the Concert Association. It was nicely attended. It gave us a touch of the Argentine culture.

Zaney Follies was a great success this past weekend. It was a wonderful show with a lot of local talent. There is a lot of talent in this community and over 2,000 people attended Friday and Saturday nights.

Zanesville School Board member, Janet Stewart, is here and she informed me that donations for raising fund to purchase of 5,000 pens that were sent from the Zanesville children to the Afghan children. She has pictures of them clicking their pens. A nice gesture on our part and they know where it came from.

Congratulations to Genesis for being named one of the 100 top hospitals in a study by Thompson Reuters. They evaluated 2,914 short term, acute care non federal hospitals. They used public information, Medicare cost reports, Medicare Provider analysis and Review (MedPAR) data, and core measures and patient satisfaction data from the Centers for Medicare and Medicaid Services (CMS) Hospital Compare website. Hospitals do not apply and winners do not pay for this honor.

So after considerable research by Thomson Reuters Genesis was named one of the 100 top hospitals. I think that is a magnificent accomplishment and we are very proud of our hospital.

Mr. Vincent: It is about saved lives. If all hospitals were at that level, more lives would be saved. I forget the figures, but it is astounding.

Mayor Zwelling: You have come a long way.

Mr. Vincent: Thank you. Anything else from the Administration? Anything else from Council?

Mr. Tilton moved to adjourn, seconded by Mr. Zakany.
Motion carried

Meeting adjourned at 7:48 p.m.