

ORDINANCE NO. 15- 113
INTRODUCED BY COUNCIL

AN ORDINANCE AUTHORIZING THE PROPER CITY OFFICIAL TO ENTER INTO A PROFESSIONAL CONTRACT FOR GRANT WRITING AND TECHNICAL SERVICES FOR BROWNFIELD ASSESSMENTS AND DECLARING AN EMERGENCY.

WHEREAS, the City of Zanesville has properties known as brownfields within city limits; and

WHEREAS, brownfield properties impact the quality of life for residents who live in close proximity to them, and brownfield sites are typically vacant or severely underused and therefore do not generate the amount of tax revenue and employment opportunities that these properties otherwise could; and

WHEREAS, the City of Zanesville is required by the Ohio Revised Code to perform a qualification based selection process for professional services. The City developed a request for qualifications, solicited statements of qualifications, and reviewed all documents to determine that SME was the best proposal for securing U.S. Environmental Protection Agency (EPA) grant funds for brownfield assessments; and

WHEREAS, the EPA has a competitive grant program available to assess brownfields and the anticipated grant application period is open for a period of not to exceed six weeks at the beginning of October.

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

SECTION ONE: The proper city official is hereby authorized to enter into a professional services contract with SME for the pursuit of grant funding from the EPA to assess brownfields.

SECTION TWO: That there is no cost to the City of Zanesville to prepare and submit a grant application for funding by SME. If awarded an EPA grant, the City will compensate SME for assessment work under the terms and conditions of the cooperative agreement and contract.

SECTION THREE: For the reasons stated in the preamble hereto, 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: _____, 2015

ATTEST:

SUSAN CULBERTSON
Clerk of Council

DANIEL M. VINCENT,
President of Council

APPROVED: _____, 2015

THIS LEGISLATION APPROVED AS TO FORM

JEFF TILTON,
Mayor



LAW DIRECTOR'S OFFICE

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement is made as of _____ 2015, by SME, a Michigan corporation, whose address is 43980 Plymouth Oaks Boulevard, Plymouth, Michigan 48170-2584, and the City of Zanesville (the "City"), an Ohio public body, whose address is 401 Market Street, Zanesville, Ohio, 43701.

RECITALS

- A. The City of Zanesville is required by the Ohio Revised Code to perform a qualification based selection process for professional services. The city developed a request for qualifications, solicited statements of qualifications and reviewed all documents to determine that SME was the best proposal for securing U.S. Environmental Protection Agency (USEPA) grant funds for brownfield assessments
- B. A Coalition consisting of the City, Muskingum County Ohio, and the Zanesville-Muskingum County Port Authority are seeking a USEPA Cooperative Assistance Agreement (the "Cooperative Agreement") for brownfield assessment activities to be conducted within boundaries of Muskingum County (the "County").
- C. The City desires to contract SME to provide a USEPA Brownfield Assessment Grant and if successful, provide qualified environmental services for the coordination, direction, conduct, and/or oversight, as appropriate, of brownfield assessment activities conducted at specific sites within boundaries of the Coalition funded under the Cooperative Agreement.
- D. The contractual budget for environmental services will be determined by the Cooperative Agreement but will be no less than the full amount of the consulting budget.

TERMS AND CONDITIONS

In consideration of the mutual covenants and agreements contained in this Agreement, it is agreed as follows:

1. General Agreement. SME shall prepare a USEPA Assessment Grant Application at no cost for fiscal year (FY) 2016 and if unsuccessful, FY2017. If the Coalition is awarded the grant, SME will conduct environmental assessments at certain brownfield sites to be selected by the Coalition (the "Services"). SME shall also coordinate activities for the Coalition in accordance with the Work Plan (attached as Exhibit A) and the Cooperative Agreement, including the arrangement of periodic meetings with the Coalition to review certain proposed activities to be undertaken as part of the Cooperative Agreement.
2. Qualifications. SME shall employ adequate professional and technical staff, duly registered, certified and/or licensed as required by law or USEPA Assessment Grant guidance or policy, qualified to perform the services required by this Agreement or that it will, at its sole expense, engage sub-contractors or consultants who are so qualified. If sub-contractors or consultants are employed or retained by SME, the Coalition shall be so informed and SME shall be responsible for any payments due to the sub-contractors or consultants.
3. Work Product. All reports, drawings, letters, work sheets, plans, supportive data, documents and other materials, whether produced or stored on paper, electronically or otherwise, which are produced by SME in the course of and for the purpose of meeting the terms of this Agreement and the Cooperative Agreement ("SME's Work Product") are the property of the Coalition. In order to fulfill the requirements of the Cooperative Agreement, the Coalition may obtain copies of any of SME's Work Product on paper, on mylar, on electronic disk or any other format requested by the Coalition which SME is capable of producing, and the Coalition shall pay the nominal cost of reproducing such documents in the requested format. SME's Work Product shall not be disclosed to any third party without the Coalition's prior permission. Any reuse or modification of SME's Work Product by the Coalition or anyone obtaining it through the Coalition will be at the Coalition's sole risk and without liability to SME. The Coalition will defend, indemnify and hold SME harmless from all third party claims, demands, damages, actions and expenses (including reasonable attorney's fees, expert fees, and other costs of defense) arising from or in any way related to the reuse or modifications of SME's Work Product by the Coalition or anyone obtaining it through the Coalition.

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4. Equipment and Supplies. SME shall provide all necessary equipment and supplies as necessary for the performance of the Services.

5. Independent Contractor. No SME employee or agent is or shall for any reason be considered to be an employee of the Coalition. The Coalition shall neither have nor exercise any control or direction over SME's employees or agents except as provided in or contemplated by this Agreement.

6. Payment for Services. On the condition the grant is awarded to the Coalition, SME shall be compensated by the City of Zanesville for professional services rendered and for use of necessary equipment and supplies on a time and materials basis in accordance with SME's fee schedules, which shall be an integral part of this Agreement (attached as Exhibit A). SME shall have the right to amend or adjust said fee schedules by no more than 20% through written notice to the Coalition no more than once during the term of this Agreement and only after one year has elapsed from the date the USEPA Cooperative Agreement is executed. Prior to commencement of any environmental assessment work at certain brownfield sites within the County, SME will provide the Coalition with an estimate for the proposed work. SME will issue all invoices for work performed to the Coalition. The Coalition will pay for all work upon approval of invoiced amounts by the Coalition within sixty (60) days from the invoice date.

7. Reporting. SME shall provide the Coalition with a quarterly report outlining the status of ongoing assessment activities within the County and the status of the Cooperative Agreement in general.

8. Insurance. SME shall provide certificates of insurance to the Coalition which prove SME has not less than \$1,000,000 coverage for comprehensive general liability and property damage and proof of worker's compensation insurance. The comprehensive general liability and property damage certificate shall name the Coalition, their officers, employees, and representatives as additional insureds, without exceptions, and shall carry a thirty (30) day notice of cancellation. Proof of insurance, as stipulated above, shall be provided to the Coalition within ten (10) working days after the date of this Agreement.

SME shall also provide automobile liability insurance which includes:

1. Coverage that complies with the requirements of the Ohio Law.
2. Coverage for Owned, Hired and Non-owned vehicles.
3. Residual liability coverage with a combined single limit of at least \$1,000,000 for both bodily injury and property damage.

SME shall also provide proof of professional liability insurance which shall insure against acts which are in the nature of professional services performed by architects and engineers. Professional liability coverage shall be provided in an amount not less than \$1,000,000 per claim and \$2,000,000 in aggregate. SME shall maintain such during the term of this Agreement.

9. Indemnity. SME shall hold the Coalition (including their officers and employees) harmless from and indemnify them for and against any and all liability, claims, damages, expenses, (including the reimbursement of reasonable attorney fees), cause of actions, suits, judgments, awards or other requirements to pay any funds as a result of injury (including death) to any person or damage to any property, but only to the extent arising out of SME's negligent performance of services under this Agreement and those of the SME's subconsultants or anyone of whom SME is legally liable. SME's defense obligation under this clause is limited to reimbursement of reasonable defense costs to the extent of SME's actual indemnity obligations hereunder.

10. Compliance With Legal Requirements. Consistent with the applicable professional standard of care, SME and its representatives shall, in performing their duties under this Agreement, comply with all applicable laws, rules and regulations.

11. Contacts With the City. SME shall designate in writing to the Coalition who shall be SME's principal contact for the Coalition.

12. Term. This Agreement shall be for a period of three years from the date of the cooperative agreement funds allocated to the applicable contractual services are expended.

13. Termination. This Agreement may be terminated at any time by mutual agreement or by either party,

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upon 30 days prior written notice to the other, if the other party fails or refuses to perform any of its duties and responsibilities under this Agreement. If the failure to perform is remedied within 30 days after notice, then the termination notice shall be void.

14. Effects of Termination. Upon termination of this Agreement, neither party shall have any further obligations except for (i) obligations occurring prior to the date of termination, and (ii) obligations or promises made in this Agreement which are expressly made to extend beyond the terms of this Agreement. Upon receiving notice of termination not requested by or agreed to by SME, SME shall immediately discontinue all services (unless the notice directs otherwise). Upon payment for Services accepted by the Coalition, SME shall deliver copies of all data, drawings, specifications, reports, estimates, summaries and such other materials it has accumulated in performing its obligations under this Agreement, whether completed or in the process. Unless the termination results from SME's default or failure to perform according to this Agreement, an equitable adjustment shall be made in the compensation to be paid SME on a time and expense basis, but no amount shall be paid on profit anticipated for services not yet performed by SME.

15. Notices. Any notice required to be given under this Agreement shall be deemed effectively given when personally delivered or mailed by prepaid certified mail, return receipt requested, to the addresses first written above, or delivered to the contact persons for either party.

16. Governing Law and Remedies. This Agreement shall be construed and enforced in accordance with the law of the State of Indiana.

17. Publication, Reproduction and Use of Material. The Coalition shall have unrestricted authority to publish, disclose and otherwise use, in whole or in part, any reports, data, or other materials prepared under this Agreement.

18. Waiver of Breach. Neither party's waiver of a breach of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or another provision.

19. Headings. The headings in this Agreement are only for reference purposes and shall not affect the meaning or interpretation of this Agreement. The recitals, however, are intended to be an integral part of this Agreement.

20. No Assignment. This Agreement and the rights and obligations under this Agreement are unassignable and non-transferable without the consent of the other parties. It shall, however, be binding upon any successors or permitted assigns of the parties.

21. Entire Agreement. This Agreement supersedes all previous agreements between the parties relating to its subject matter. No other oral statements or prior written material not specifically incorporated in this Agreement shall have any effect and no changes or additions to this Agreement shall be effective unless made in writing and signed by the parties.

22 Effective Date. The Parties have signed this Agreement as of the date first written above.

SME By: _____ Its <u>Vice President</u> _____	City of Zanesville By: _____ Its _____
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EXHIBIT A
SCOPE OF SERVICES

1.0 SCOPE OF SERVICES

We developed the following scope of services based on the City of Zanesville's Request for Qualifications, Section 2: Technical Specifications.

TASK 1 – PREPARE AND SUBMIT A USEPA BROWNFIELD ASSESSMENT GRANT APPLICATION

SME will assist the City of Zanesville with the preparation of the application for the U.S. EPA Community-Wide Assessment Grants for Petroleum and Hazardous Substances for fiscal year 2016. In the event that the application is unsuccessful, the scope will include assisting the City in revising the application for fiscal year 2017. There are no Area-Wide Planning Program Grants for fiscal year 2016 but SME will assist the City with the preparation of application for fiscal year 2017.

We will assist the City in identification of community groups and developers whose support is crucial to the grant's success. The scope of services will include preparation of template letters for community support as well as those for needed from the Ohio EPA and the Bureau of Underground Storage Tank Regulations (BUSTR). These letters will then be provided to the City or support groups to place on their letterhead. We will also assist the City conduct a preliminary community-wide inventory of potential hazardous substance and petroleum brownfields sites to be described in the grant application. We will research local demographics and health and welfare information to help demonstrate the need for the grant to improve the health and welfare of the community.

There is no cost of the preparation and submittal of the grant application for USEPA fiscal years 2016 and 2017.

TASK 2 – IMPLEMENT THE APPROVED USEPA BROWNFIELDS ASSESSMENT GRANT WORK PLAN

COMMUNITY OUTREACH:

Community outreach is an important component to the success of the City of Zanesville's grant project. The primary objectives of community outreach will be to introduce the Assessment Grant program to community stakeholders and describe its operation, outline the key benefits, outline the impacts of brownfields, describe the principles and issues of brownfield redevelopment and financing, describe how the grant activities fit into an overall redevelopment program for a brownfield site, and describe the involvement and input expected from the community throughout the program. Further objectives of the program will be to inform community representatives about the actions that are likely to occur on a site once it has been determined eligible and included in the grant program. SME will assist the City of Zanesville with satisfying public notice requirements. These tasks include press releases to local newspapers, local Neighborhood Associations and other project partners. Additionally, we will assist City of Zanesville staff and local stakeholders in communicating site prioritization and assessment results with the public through the City of Zanesville's website, notification of community organizations, neighborhood partner newsletters, and public meetings. We invite public and private opportunities for citizen participation throughout all phases of the project. We plan to 1) attend meetings of the City and advisory committees, and 2) prepare presentations to provide information about the project's progress, as requested, throughout the term of the contract. If health threats are identified, SME will work with the City of Zanesville to engage the appropriate county health departments.

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The following are examples of informational presentations, conference seminars, and/or meetings that SME has presented to grantees and communities, illustrating the variety of our services and knowledge:

- "USEPA Grant Kick-Off Meeting"
- "Brownfields Financing"
- "Revitalization of Broadway and State Street – A Brownfield Redevelopment"
- "Brownfield Redevelopment Case Studies"
- "Introduction to USEPA Grant Program" – public meeting
- "Lowering the Cost of Business through Green Initiatives"
- Numerous meetings with communities and developers discussing potential projects and associated brownfield financing incentives, and discussing strategies/ideas on targeting other community related grant and loan incentive programs.

Community outreach activities will be billed on a time and materials basis in accordance with the fee schedule in Exhibit B.

QUALITY ASSURANCE PROJECT PLAN (QAPP):

SME will prepare a QAPP for USEPA approval before Phase II ESAs or other data collection activities can be conducted. SME will prepare the QAPP according to USEPA Region 5 guidance and submit it to the USEPA for review and approval. SME will use our template developed and improved during the preparation of over 40 Brownfield Assessment QAPPs. The cost for preparation of the QAPP is \$5,000.

SITE ELIGIBILITY DETERMINATIONS:

Prior to expenditure of grant funds on a site, a property must be determined "eligible" for funding. A site is "eligible" if it meets the definition of a brownfield under CERCLA, the Grantee is not a potentially liable party for the site, and the USEPA concurs with the determination of eligibility. SME will prepare the Site Eligibility Determinations and submit them to the USEPA, and will coordinate with the City of Zanesville, as needed, to secure property access agreements with property owners. Eligibility determinations range in cost from \$250 to \$1,000 depending on the USEPA Project offices and enforcement status of the site.

PHASE I AND II ENVIRONMENTAL SITE ASSESSMENTS (SITE ASSESSMENT STUDIES):

SME anticipates we will conduct most Phase I ESAs in conformance with the requirements of the American Society for Testing and Materials (ASTM) Standard on Environmental Site Assessments for Commercial Real Estate, designation E 1527-13 (Standard E 1527-13). Phase I ESAs conducted according to the Standard E 1527-13 satisfy the requirements of All Appropriate Inquiries (AAI) as defined in CERCLA, the governing statute for the USEPA Brownfields Redevelopment Grant Program. The Phase I ESAs will identify recorded and observable areas defined as recognized environmental conditions (RECs), and identify and evaluate the impact of data failures and other data gaps. As part of the Phase I ESAs, we will conduct interviews with current and former property owners and neighboring property owners. Additionally, if requested by the project Property owner and approved by the City of Zanesville, Phase I's will be designed to satisfy the additional requirements of the OAC§3745-300-06 of the Ohio Voluntary Action Program (VAP).

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SME will also conduct Phase II site assessments to further assess RECs identified in the Phase I ESAs that may indicate the presence of environmental impact. As previously indicated, the QAPP will be approved prior to initiating Phase II site assessment work. Many consultants operate under the assumption that "the purpose of a Phase II site assessment is only to evaluate the RECs identified in the Phase I ESA." They follow this approach without regard to other big-picture redevelopment issues such as proposed redevelopment design, number of parcels being assembled, presence of redevelopment-inhibiting soil conditions, planning for management of excess soil, potential remediation alternatives, and high-risk exposure pathways, such as vapor intrusion. The result is a Phase II assessment design that simply provides for collection of a few surface and subsurface samples near each REC to identify if contamination is present, not one that provides adequate information to support redevelopment. Although appropriate, this approach is may be short-sighted and may not provide other types of information needed to evaluate and support brownfield redevelopment planning. Where desired by the City of Zanesville, SME will broaden the Phase II site assessment design scope to capture as much information as possible concerning the site issues that may affect redevelopment. Additionally, Phase II site assessments must be designed to satisfy the specific requirements of the Ohio VAP under OAC§3745-300-07 or the Bureau of Underground Storage Tank Regulations (BUSTR). Phase II ESAs may include collection and laboratory analysis of samples from environmental media (i.e., soil, groundwater, soil gas), as well as the completion of hazardous materials assessments for asbestos and lead-based paint. As funds allow, we will complete contaminant characterization and risk assessments as determined necessary upon completion of Phase II ESAs.

Prior to beginning a Phase II site assessment, SME will work with the City of Zanesville to develop a Phase II site assessment strategy and will prepare a Health and Safety Plan (HASP), and a Sampling and Analysis Plan (SAP) or 'Work Plan', which will be submitted to the USEPA for review and approval. The project SAP will describe the types, media, and locations for samples to be collected; identify the chemical analysis parameters for each sample; document sampling and analysis procedures; and define data quality objectives. The project HASP will include information specified in the OSHA Hazardous Waste Operations and Emergency Response (HAZWOPER) rules (29 CFR 1910.120), including definitions of site risks, chemical health and safety data, exposure information, health and safety procedures, emergency procedures, and local medical and hospital information. Once the SAP (work plan) is approved, SME will begin the Phase II site assessment field work, sampling, chemical analyses, and technical reporting. The sampling will be performed in accordance with ASTM Standard E1903-97, Ohio Bureau of Underground Storage Tank Regulations (BUSTR) and/or Ohio VAP guidance, as appropriate. We will prepare and maintain schedules and budgets for each assessment activity.

The results of our Phase I ESAs and Phase II site assessments will be documented in technical reports that will include data tables, maps, and a discussion of methods and results. The Phase II site assessment reports will characterize the contaminants and assess cumulative risks by performing a risk assessment. These technical reports will meet USEPA, Ohio EPA, and ODNR requirements.

Our estimated travel time/costs will be based on travel from Columbus. Actual proposed fees will be based on site-specific conditions.

The following is an estimate of the costs of Phase I and II assessments:

Phase I ESA

ASTM Phase I for small to medium large sites - \$2,200 to \$3,000;

ASTM Phase I for medium to large industrial sites - \$3,000 to \$8,000;

VAP Phase 1 - \$8,000 to \$12,000.

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Phase II Site Assessment

Small sites with few Recognized Environmental Conditions (RECs) - \$8,000 to \$15,000;

Small to medium sites with several RECs or medium to large sites with few RECs - \$15,000 to \$25,000;

Medium to large sites with several RECs - \$20,000 to \$35,000;

Large sites or small VAP sites - \$50,000 to \$75,000;

Large VAP sites - \$75,000 to >\$200,000.

CONDUCT CLEANUP PLANNING:

SME will perform cleanup planning for properties with an imminent potential for redevelopment or title transfer and that also require remediation activities prior to or concurrent with redevelopment. The following are examples of issues that will be addressed in development of cleanup and reuse approaches for each property:

- levels of contaminants relative to applicable cleanup criteria and exposure pathways;
- type of future use and site plan options;
- remediation options, including use of institutional and engineering controls and exposure mitigation strategies and the ability to incorporate these into the site use plan and redevelopment design;
- green/sustainable technologies and implementation procedures;
- impacts on surrounding properties and neighborhoods; and
- subsurface conditions and buildability issues.

To develop the plans, SME will obtain input from a variety of sources including the City of Zanesville, the developer, USEPA, BUSTR, DERR and VAP. SME will evaluate each approach with respect to technical feasibility, cost, and "fit" with the proposed redevelopment. For properties with high market potential or developer interest, cleanup planning and documentation activities may include preparation of an Analysis of Brownfield Cleanup Alternatives (ABCAs - feasibility study), Remediation Work Plan (RWP), Remedial Action Plan (RAP), evaluation of institutional and engineering controls, and/or DERR and VAP documents. These and other applicable documents will be provided to the developer/owner, USEPA Region 5, and/or the Ohio Department of Environmental Response and Revitalization (DERR), as appropriate, for review, comment, and approval prior to finalization or initiation of activities described therein. As appropriate, SME will prepare requests for Environmental Covenants and No Further Action (NFA) Letters to obtain Covenant-Not-To-Sue (CNS) status under the VAP.

For each site requiring cleanup planning, we will prepare and maintain schedules and budgets. Additionally, we can identify financing options and implementation plans for future cleanup and reuse. If future funding becomes available through additional grants, SME will implement site-specific cleanup and remediation activities. Urban redevelopment planning and market research may be completed, as related to environmental site reuse.

Cleanup planning will be performed on a time and material basis in accordance with the fee schedule in Exhibit B.

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ACRES DATABASE

We will assist the City of Zanesville in developing the ACRES database Property Profile for each site that received Assessment Grant funding and updating the profiles as additional assessment and redevelopment data is generated. SME can, if desired, set up and maintain the databased. This will be a time and material costs added to the Phase I and Phase 2 cost and generally requires 0..5 to 0.5 hours of time by an administrative assistant.

PROJECT REPORTING AND PROGRAMMATIC ACTIVITIES:

SME will work with the City of Zanesville's staff to track the project budget, prepare quarterly and annual reports, coordinate with USEPA staff, and perform other programmatic activities to support the effective functioning of the City of Zanesville's grant project. We will attend meetings with the City and advisory committees as requested.

Time spent on project related meetings will be performed on a time and material basis in accordance with the fee schedule in Exhibit B. Programmatic costs will not be incurred.

TASK 3 - IDENTIFY, ACQUIRE AND MANAGE ADDITIONAL BROWNFIELD REDEVELOPMENT FINANCING

SME will assist the City of Zanesville in identifying additional federal, state, and local sources of financing to support brownfield redevelopment in the community. SME will work with the City of Zanesville to determine which funding sources will best meet the proposed project(s) goals and timeline, and will establish a strategy for pursuing these additional funding sources. SME anticipates that the City of Zanesville may pursue additional USEPA Brownfields Grants and Ohio EPA-associated incentives. Furthermore, insurance recovery is a possible source of funds for the remediation of contaminated sites. Each of these additional funding sources is discussed in the following subsections.

USEPA BROWNFIELDS REDEVELOPMENT GRANTS

At the request of the City of Zanesville, SME will provide advisory support in the preparation of applications for one or more of the following USEPA Brownfields Grants: Assessment (hazardous substances and/or petroleum), Cleanup, and RLF. SME will secure a copy of the current Proposal Guidelines for Brownfields Assessment, Cleanup, and RLF Grants for the appropriate fiscal year when published by the USEPA and will support the City of Zanesville by collecting information and develop responses to the threshold and evaluation criteria. USEPA Brownfield Assessment Funds cannot be expended to apply for federal grants.

Once awarded, and if the appropriate contract (e.g., the proposed contract) is in effect, SME will assist the City of Zanesville with the implementation and management of these additional federal grant funds on a time and materials basis.

USEPA CLEANUP GRANT

SME will advise the City of Zanesville concerning applying for Cleanup Grant funds to support cleanup of an eligible brownfield site that the County or City of Zanesville owns; the County or City of Zanesville cannot be liable for the contamination on the target property. An USEPA Cleanup Grant will enable the City of Zanesville to support the cleanup of a site identified and assessed during completion of the Assessment Grant project, furthering the City of Zanesville's goal of redeveloping impacted sites.

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If the City of Zanesville is awarded an USEPA Brownfields Cleanup Grant, SME will provide the contractual tasks assigned to the environmental consultant in the associated approved Grant Work Plan. SME will prepare a Quality Assurance Plan and Community Involvement Plan, to initiate the cleanup project. SME then will establish cleanup goals; identify and evaluate environmental response alternatives; select and document the safest, most cost effective, and most sustainable remedial option with input from the City of Zanesville and the community; prepare remediation specifications and bid documents; assist in identifying and competitively retaining one or more remediation contractors; monitor environmental response actions; and verify achievement of remediation goals. Grant specific costs for cleanup will be billed based on a time and materials basis in accordance with our fee schedule.

Upon request, we will provide specific details on acquiring and managing USEPA Cleanup Grants, including information associated with community engagement, cleanup planning, preparation of bid plans and specifications, bidding and contractor selection, cleanup activities monitoring, remediation verification and reporting, and project monitoring and reporting.

USEPA Brownfield Assessment Funds cannot be expended to apply for federal grants.

USEPA BROWNFIELDS RLF GRANT

If the City of Zanesville is awarded an USEPA Brownfields RLF Grant, and if the appropriate contract (e.g., the proposed contract) is in effect, SME will provide the contractual tasks assigned to the environmental consultant in the associated approved Grant Work Plan.

Upon request, we will provide specific details on acquiring and managing USEPA RLF Grants, including information associated with establishment of the RLF program, the marketing of loans, community engagement, eligibility determination, approving and executing loans, approving and executing sub-grants, cleanup planning, cleanup activities monitoring, remediation verification and reporting, and project monitoring and reporting.

USEPA Brownfield Assessment Funds cannot be expended to apply for federal grants. Time and material costs associated with managing the RLF grant will be based on our fee schedule.

OHIO INCENTIVES

At the request of the City of Zanesville, SME will assist in the preparation of applications for available incentives through various Ohio programs. With approval, potential funds can be accessed to supplement brownfield site cleanups or conduct environmental response actions at brownfield sites. The

Ohio EPA SABR offers funding, outreach, and educational assistance and works in partnership with other Ohio programs such as the Targeted Brownfield Assessment and JobsOhio Revitalization to assist communities in making productive use of their brownfields.

Time and material costs associated with seeking Ohio Incentives will be based on our fee schedule.

EXHIBIT B
FEE SCHEDULE

FEE SCHEDULE – PERSONNEL AND EXPENSES

PERSONNEL

Technician I	Per Hour.....	50.00
Technician II	Per Hour.....	60.00
Technician III	Per Hour.....	70.00
Technician IV	Per Hour.....	80.00
Laboratory Technician.....	Per Hour.....	80.00
Field Engineer/Geologist/Specialist	Per Hour.....	65.00
Staff Engineer/Geologist/Architect/Specialist.....	Per Hour.....	80.00
Senior Staff Engineer/Geologist/Architect/Specialist	Per Hour.....	95.00
Project Engineer/Geologist/Architect/Consultant	Per Hour.....	115.00
Senior Project Engineer/Geologist/Architect/Consultant, Project Manager.....	Per Hour.....	130.00
Senior Consultant, Senior Project Manager, Certified Industrial Hygienist	Per Hour.....	165.00
Certified Professional (Ohio VAP).....	Per Hour.....	165.00
Principal Consultant, Chief Consultant, Project Director	Per Hour.....	185.00
Drafter	Per Hour.....	70.00
CADD Operator	Per Hour.....	80.00
Senior CADD Operator	Per Hour.....	85.00
Log Processor	Per Hour.....	65.00
Administrative Assistant.....	Per Hour.....	55.00
Senior Administrative Assistant	Per Hour.....	65.00

Minimum 4 Hours Per Day for field work

Overtime rate (Applies to all field work in excess of 8 hours per day, before 8:00 am or after 5:00 pm Monday through Friday or anytime Saturday, Sunday, or Holiday) Standard Rate x 1.5

Expert Testimony and Depositions (including preparation time) Premium of 50% added to hourly rate

TRANSPORTATION AND EXPENSES

Transportation Charge, SME or Private Vehicle	Per Mile.....	0.75
Out-of-town Travel Subsistence	At Cost + 10%	
Lodging and Other Expenses	At Cost + 10%	
Subcontract Expenses, Equipment Rental	At Cost + 10%	
Direct Expenses (Prints, Permits, Maps, etc.)	At Cost + 10%	
Hard Copies of Report	Per Copy.....	75.00
Plotting 24 x 36 (Black & White)	Each.....	10.00
Plotting 24 x 36 (Color)	Each.....	20.00

Rhonda Heskett
Budget & Finance Director



ORDINANCE NO. 15-103
INTRODUCED BY COUNCIL

AN ORDINANCE AUTHORIZING CONTRACTS FOR ADMINISTRATION,
NETWORK, MEDICAL MANAGEMENT, AND STOP LOSS INSURANCE
SERVICES RELATED TO THE CITY'S EMPLOYEE HEALTH PLAN

WHEREAS, the City of Zanesville is satisfied with the current third party administrator of its health insurance plan and desires to continue its contract with Medical Benefits Administrators of Newark, Ohio beginning December 1, 2015; and

WHEREAS, the renewal contract with Medical Benefits will include contracting with Quality Care Partners of Zanesville to provide network and medical management services and will also require entering into a contract with Rankin & Rankin Insurance Company to secure stop loss insurance coverage for the health care plan; and

WHEREAS, the current contracts between the City, its health plan administrator, network and medical management services provider, and stop loss coverage provider will expire on November 30, 2015.

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

SECTION ONE: The proper city official is authorized for a three-year period beginning December 1, 2015 and expiring November 30, 2018, to enter into a contract with Medical Benefits Administrators for administration of the employee health care plan.

SECTION TWO: The proper city official is authorized for a three-year period beginning December 1, 2015 and expiring November 30, 2018, to enter into a contract with Quality Care Partners for network and medical management services.

SECTION THREE: The proper city official is authorized for a three-year period beginning December 1, 2015 and expiring November 30, 2018, to enter into a contract with Rankin and Rankin Insurance Company to secure stop loss insurance coverage for the health care plan.

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

PASSED _____, 2015

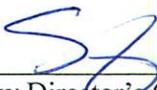
ATTEST: _____
Susan Culbertson
Clerk of Council

Daniel M. Vincent
President of Council

APPROVED: _____, 2015

This legislation approved as to form:

Jeff Tilton, Mayor



Law Director's Office

Department of Public Service
Jay D. Bennett, Public Service Director

RECEIVED
SEP 09 2015
CLERK OF COUNCIL

ORDINANCE NO. 15- 107
INTRODUCED BY COUNCIL

AN ORDINANCE AUTHORIZING THE PROPER CITY OFFICIAL TO ENTER INTO A
PROFESSIONAL CONTRACT WITH JOBES HENDERSON & ASSOCIATES FOR STORM
WATER RATE ANALYSIS

WHEREAS, the City of Zanesville owns and operates a storm water system for the collection and disposal of storm water and other surface waters for flood control; and

WHEREAS, the 1972 Federal Clean Water Act, amended by the Water Quality Act of 1987, US EPA and Ohio EPA regulates the City's operation of the system, requiring the City to implement programs that improve water quality; and

WHEREAS, City staff proposes to evaluate the current storm water program through a level of service and cost of service analysis, system and needs inventory, and financing and management options methods; and

WHEREAS, it is the intent of the City of Zanesville that the costs of operation, repair and improvement to the storm water system be borne the users of the system in relation to their individual contributions to the system; and

WHEREAS, through the formal Qualifications Based Selection process, Jobes Henderson & Associates, Inc. was selected to evaluate the City of Zanesville's storm water utility; and

WHEREAS, the proposed rate analysis shall be paid out of the city's storm water fund, therefore requiring City Council approval prior to use.

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

SECTION ONE: The proper city official is hereby authorized to enter into a professional contract with Jobes Henderson & Associates, Inc. for evaluation of the City's storm water utility rate study.

SECTION TWO: The cost of the professional services is not to exceed \$49,950 and shall come from line item 608.5462.53266, which has an unencumbered balance of \$315,200 (+/-).

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

PASSED: _____, 2015

ATTEST: _____
SUE CULBERTSON,
Clerk of Council

DANIEL M. VINCENT,
President of Council

APPROVED: _____, 2015

JEFF TILTON,
Mayor

THIS LEGISLATION APPROVED AS TO FORM



LAW DIRECTOR'S OFFICE



Council-Mayor Government
Jeff Tilton, Mayor

The City of Zanesville

401 Market Street, Zanesville, Ohio 43701

Phone: (740) 455-0601, x101

Email: jay.bennett@coz.org

Department of Public Service

Jay D. Bennett, DIRECTOR

MEMO

TO: Honorable Members of Council
FROM: Jay D. Bennett, Public Service/CD Director
DATE: September 9, 2015
RE: Storm Water Rate Analysis Ordinance
CC:

A handwritten signature in blue ink, appearing to read 'Jay Bennett', is written over the 'FROM:' line of the memo.

Regarding this ordinance, City staff will have a presentation on the September 28, 2015 council meeting. At that time, Jobs Henderson & Associates, along with other City staff, will present information relevant to the need of this request.

THE CITY OF

Zanesville

Municipal Building
401 Market Street • Zanesville, Ohio 43701-3574

740.455.0612 • FAX 740.452.2596

Stormwater Utility Program Rate Study

Phase 1 Scope of Work



Prepared by:



September 1, 2015

INTRODUCTION:

Thank you for selecting Jobs Henderson & Associates, Inc. (JHA) and our partner Environmental Rate Consultants (ERC) to assist in establishing a Stormwater Utility for the city that meets current legal and financial criteria. The city has a small utility in place, but wishes to take steps to modernize it and ensure it is properly structured to carry the city well into the future and is it properly funded to cover expenses anticipated in the future. The JHA/ERC team has performed similar services in other locations and we are well prepared to offer our expertise to Zanesville.

The city is taking the prudent step of evaluating this program in Phases to be prudent with city funds and to ensure the optimal process is followed. Therefore, this scope of services is presented by the JHA/ERC team as ‘Phase 1’ of the services we will plan to offer. This phase will focus on establishing what information is available from the city, determining what additional data will be needed, and finalizing what a standard ‘ERU’ will be. The results of this phase of our services will determine the next phases that will be needed.

Because of the number of variables and unknowns, this proposal has been structured in a ‘cost-plus, not-to-exceed’ format. JHA will communicate with the city regularly to track the scope as it evolves. If additional fees are required, JHA will notify the city.

SCOPE OF WORK PLAN

With the above understanding of the current goals of the project, the JHA/ERC Team has developed the following scope of work tasks based on the meeting with the city.

Task 1 – Data Collection

The purpose of this task is to collect and analyze all appropriate data required for the study including, billing and collection system, GIS, and aerial photography data, financial and budget data, CIP, operation and maintenance, NPDES MS4 water quality data using a data collection questionnaire to organize the data collection process. This task will result in a complete list of data, previous reports and any other information that pertain to the study. The JHA/ERC team will review all data collected (See Task 3) and determine what additional information is needed and where the data may need modified for the purposes of this project. The data request questionnaire is included in the appendix of this document.

Estimated Fee for Task 1 \$8,520.00

Task 2 – Develop 2 Billing Policy Papers

The purpose of this task is to develop the two billing policy papers that are required in order to determine the ERU in task 4 below. The topics will include defining the single family residential and non-residential definitions and defining “impervious area” for the stormwater program. These papers are critical to have completed in the beginning of the process, as they will define the decisions that are made in determining the ERU’s and the fees that will ultimately be assigned to all properties. A meeting will be held by the JHA/ERC team with the City of Zanesville leadership team after the conclusion of Tasks 1 and 2 to review the findings to date and define the path moving forward based on the information that has been collected.

Estimated Fee for Task 2..... \$9,040.00

Task 3 - Data Review and Evaluation

The purpose of this task is to review and evaluate all pertinent and relevant budget data, billing and collection historical data, capital improvement program information, determination of the impact of revenue bond issuance information (bond covenants), GIS data and any other information collected as part of Task 1. A second meeting will be held between the JHA/ERC team after the conclusion of this Task to ensure the project remains on track.

Estimated Fee for Task 3..... \$12,060.00

Task 4 – Perform and Determine the ERU

The purpose of this task is to determine the ERU for the City of Zanesville and document the results of the analysis in the billing policy paper. Muskingum County may be able to provide some of these services. However, the team will need to provide training, quality control, and guidance during the process. In the event that the county cannot provide these services, the JHA/ERC team will perform this work for the city. A third meeting will be held at the conclusion of this portion of the work.

Estimated Fee for Task 4..... \$20,330.00

TOTAL ESTIMATED FEE..... \$49,950.00

JHA will perform the above scope for a cost-plus, not-to-exceed fee of **\$49,950.00 (Forty-nine thousand, nine hundred fifty dollars)**. JHA will constantly communicate with the city as available information and services from the city and county become clearer. This may alter the level of effort on the Tasks listed above one way or the other. JHA will work with the city to ensure any items that are going to exceed the estimate are communicated, and any that fall short are only invoiced as needed.



By the signing of this agreement the undersigned takes full responsibility for the payment of the fee. This responsibility cannot be assigned to a third party without the written approval of Jobes Henderson & Associates, Inc. The above fee is due and payable upon completion of the work and/or percent of completion on a monthly basis.

Working with Jobes Henderson & Associates, Inc. on this project will provide an understanding of the project issues as demonstrated in our scope of services, a timely and accurate completion of the work and overall value to your project stemming from our commitment to providing quality, personalized service to you. Kindly sign and return one of the originals of the proposal to our office and we will provide you with responsive action adding it to our current workload schedule immediately.

Respectfully,
Jobes Henderson & Associates, Inc.

James G. Roberts, P.E.
President

J:\2015\15072 Zanesville Stormwater Utility\Proposal\2015-9-01 scope and fee proposal.docx

We accept, on this _____ day of _____, _____, the above proposal for professional engineering and/or land surveying services.

Signature

Appendix

City of Zanesville, Ohio

Data Request Questionnaire for Data Analysis

June 2015

Utility Billing Database

1. A current copy of the city's utility billing database in .dbf, .txt, .xlsx or .mdb format that includes at a minimum, the following data fields for all active customer accounts:
 - a. Customer account number;
 - b. Customer name;
 - c. Owner name;
 - d. Service address (with fields split by street number, street direction, street name etc.);
 - e. Any field(s) that indicate whether the account is being paid by a tenant or owner (if available);
 - f. Any field(s) that indicates which services are provided at the service address, such as water, water and sewer, stormwater, etc. (if available);
 - g. Any field(s) that may link the service address to a county parcel identification number (if available);
 - h. Any field(s) that indicate the land use or property type for the service address, such as residential, commercial, industrial, municipal etc. (if available);
 - i. Any field(s) that indicate if the property is located inside or outside of the city boundary (if available);
 - j. The current amount being billed for stormwater charges;
 - k. All billing address field(s).

County Parcel Shapefile

1. A current copy of the Muskingum County GIS parcel layer in shapefile format that includes at a minimum, the following data fields for all parcels located inside of the city:
 - a. Parcel identification number;

- b. Property address field(s);
- c. Owner name;
- d. All mailing address fields;
- e. The land use class or category number;
- f. The land use description field or external land use description table;
- g. All valuation fields including improvement value or building value;
- h. The taxing district code and description (may be external table);

County Aerial Photography

1. A digital copy of the most recent Muskingum County aerial photography.

County Address Point File

1. A copy of the most current Muskingum County GIS address point file that includes all addresses located within the county, in shapefile format.

Impervious Area Shapefile

1. A digital copy of the City of Zanesville's impervious area measurement shapefile that includes the measurements for all non-residential (commercial) properties located inside of the city boundary.

City Boundary Shapefile

1. A copy of the Muskingum County GIS city boundary shapefile.

Stormwater Data/Budget Information

1. A digital copy of the 2014 stormwater budget and actual results.
2. A digital copy of the 2015 stormwater budget and year-to-date results.
3. A digital copy of projected budget information for any future years.
4. A copy of the stormwater capital improvement program project list by anticipated year, project amount etc.
5. A digital copy of the projected operational plan (data).
6. A digital copy of the stormwater ordinance and any associated rate resolutions.
7. A digital copy of all documents related to the original creation of the stormwater utility including rules and regulations, any policy papers, the strategic plan etc.

8. Copies of the NPDES Stormwater Permit Plan approved by the Ohio EPA and copies of the annual reports for 2013 and 2014.
9. Copies of all ordinances developed and approved relating to the stormwater program such as erosion and sedimentation control ordinance, an illicit discharge ordinance, construction and post construction ordinances, etc.

Department of Public Service
Jay D. Bennett, Community Development Director



**ORDINANCE NO. 15-108
INTRODUCED BY COUNCIL**

AN ORDINANCE DECLARING THE IMPROVEMENT TO CERTAIN REAL PROPERTY TO BE A PUBLIC PURPOSE; DECLARING SUCH IMPROVEMENT TO BE EXEMPT FROM REAL PROPERTY TAXATION; REQUIRING THE OWNERS THEREOF TO MAKE SERVICE PAYMENTS IN LIEU OF TAXES; DESIGNATING THE PUBLIC INFRASTRUCTURE IMPROVEMENTS TO BE MADE THAT WILL DIRECTLY BENEFIT THE REAL PROPERTY; AND ESTABLISHING A PUBLIC IMPROVEMENT TAX INCREMENT EQUIVALENT FUND FOR THE DEPOSIT OF SERVICE PAYMENTS.

WHEREAS, Sections 5709.40 through 5709.43 of the Ohio Revised Code authorize municipalities to identify parcels to be improved and to declare to be a public purpose any infrastructure improvements made that are necessary for the development of such parcels, exempting any improvements to such parcels from real property taxation for established time periods and percentages, with such mechanism commonly referred to as tax increment financing (“TIF”) and;

WHEREAS, the City of Zanesville, Ohio (the “City”) desires to use the authority granted pursuant to such sections of the Ohio Revised Code to establish a TIF program in an area located within the territorial boundaries of the City and consisting of several separate parcels of real property (as depicted and described in Exhibit A attached hereto and incorporated herein by this reference, the “TIF Site”); and

WHEREAS, the development of commercial properties in the City will benefit the City and its residents by creating economic opportunities, enlarging the property tax base, stimulating collateral development in the City, and providing revenue for the City to undertake public infrastructure improvements; and

WHEREAS, by providing public infrastructure improvements, as that term is defined in Ohio Revised Code Sections 5709.40(A)(7) (as more fully described on Exhibit B attached hereto and incorporated herein by this reference, the “Public Infrastructure Improvements”), the City may facilitate the development of commercial properties for the benefit of the TIF Site, including, without limitation, by facilitating the financing, acquisition, and construction of the Public Infrastructure Improvements; and

WHEREAS, the aforementioned sections of the Ohio Revised Code provide for the use of municipal tax increment financing to pay the costs of Public Infrastructure Improvements, which costs may include, without limitation: (i) the payment for or reimbursement of costs of the Public Infrastructure Improvements incurred by the City, or any other public or private party in cooperation with the City, and (ii) payment of debt service on, and administrative and any other expenses relating to the issuance of, any bonds, notes, or other obligations issued to finance the Public Infrastructure Improvements (the “Debt Service”); and

Ordinance 15-108

WHEREAS, the aforementioned Ohio Revised Code sections provide that this City Council (“City Council”) may, among other things, (a) declare the improvement to real property located in the City to be a public purpose, thereby exempting such improvement from real property taxation for a period of time, (b) specify public infrastructure improvements to be made to benefit those parcels, (c) require the owner or owners of those parcels to make service payments in lieu of taxes, and (d) establish a public improvement tax increment equivalent fund into which such service payments shall be deposited; and

WHEREAS, the City desires to grant a one hundred percent (100%) exemption from real property taxation for a period of thirty (30) years (the “TIF Exemption”) for each improvement to the TIF Site (as defined herein, the “Improvement”); and

WHEREAS, the City has determined that it is necessary and appropriate and in the best interests of the City to require the owners of the parcels included in the TIF Site and their successors and assigns (collectively, with their successors and assigns, as owners of the TIF Site, the “Owners”) to make service payments in lieu of taxes (the “Service Payments”) with respect to the Improvement pursuant to Ohio Revised Code Section 5709.42; and

WHEREAS, the City has delivered notice of the proposed TIF Exemption to the Zanesville City School District and the Mid-East Career and Technology Centers, in accordance with Ohio Revised Code Section 5709.83.

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

SECTION 1. Authorization of TIF Exemption. Pursuant to and in accordance with the provisions of Ohio Revised Code Section 5709.40 through 5709.43, the City hereby finds and determines that one hundred percent (100%) of the increase in assessed value of each parcel comprising the TIF Site (the “Exempted Property”) subsequent to the effective date of this Ordinance (which increase in assessed value is hereinafter referred to as the “Improvement,” as defined in Ohio Revised Code Section 5709.73(A)(2)) is declared to be a public purpose, and shall be exempt from real property taxation (the “TIF Exemption”) for a period commencing with the tax year in which the Exempted Property first appears on the tax list and duplicate of real and public utility property and that begins after the effective date of this Ordinance (the “Commencement Date”) and ending on the thirtieth (30th) anniversary of such Commencement Date or the date the Public Infrastructure Improvements are paid in full, whichever occurs first (the “Exemption Period”). After the TIF Exemption becomes effective, such TIF Exemption shall apply with respect to any parcel when the Improvement to such parcel is made and an exemption therefor is claimed in the manner provided for hereinabove.

SECTION 2. Payment of Service Payments. As provided in Ohio Revised Code Section 5709.42, but only after the TIF Exemption is effective, the Owner of a parcel comprising Exempted Property shall be required to, and shall make, service payments in lieu of taxes with respect to the Improvement allocable thereto to the County Treasurer on or before the final due dates for payment of real property taxes. Each service payment in lieu of taxes shall be charged and collected in the same manner and in the same amount as the real property taxes that would have been charged and

Ordinance 15-108

payable against such parcel as if it were not exempt from taxation pursuant to Section 1 hereof. If any reduction in the levies otherwise applicable to such parcel is made by the County budget commission under Ohio Revised Code Section 5705.31, the amount of the service payment in lieu of taxes shall be calculated as if the reduction in levies had not been made. Any late payments of service payments in lieu of taxes shall be subject to penalty and bear interest at the then current rate established under Ohio Revised Code Sections 323.121(B)(1) and 5703.47, as the same may be amended from time to time, or any successor provisions thereto (the "Penalties and Interest"). Each Owner shall make any other payments in respect of such parcel which are received by the County Treasurer in connection with any reduction required by Ohio Revised Code Section 319.302, as the same may be amended from time to time, or any successor provisions thereto (the "Property Tax Rollback Payments," together with the service payments in lieu of taxes and the "Penalties and Interest," are collectively referred to herein as the "Service Payments"). The Service Payments shall be allocated and distributed in accordance with Section 3 hereof.

If determined to be necessary and appropriate, the Mayor and City Auditor, or either of them individually, may execute on behalf of the City one or more Service Payment Agreements between the City and Owners providing for the payment and collection of the Service Payments, which agreement shall be in such form as is acceptable to such officials, approved by the Director of Law, and not substantially inconsistent with the terms of this Ordinance.

SECTION 3. Creation of TIF Fund; Application of Service Payments. The City hereby establishes, pursuant to and in accordance with the provisions of Ohio Revised Code Section 5709.43, within the City Treasury a municipal public improvement tax increment equivalent fund (the "Tax Increment Fund"), which may, at the option of the City Auditor, be established as an account within an existing tax increment equivalent fund of the City, into which shall be deposited the Service Payments distributed to the City by the County Treasurer. Such Fund may be combined with other funds created by ordinances of this Council authorizing other such projects. Money in the Tax Increment Fund shall be used to finance the Public Infrastructure Improvements, and shall, to the extent provided in further ordinances of this Council, be pledged to the payment of debt service on any bonds, notes or other obligations issued to finance such Public Infrastructure Improvements as well as any reimbursement payments for reimbursement of any costs of the Public Infrastructure Improvements. The Tax Increment Fund shall be maintained in the custody of the City and shall receive all distributions of Service Payments required to be made to the City. Those Service Payments received by the City with respect to the Exempted Property, shall be used solely for the purposes authorized in Ohio Revised Code Sections 5709.40 through 5709.43, including, but not limited to, paying any costs of the Public Infrastructure Improvements, in a manner that is consistent with this Ordinance. For purposes of this Ordinance, "costs" of the Public Infrastructure Improvements payable from the Tax Increment Fund shall also include the items of "costs of permanent improvements" set forth in Ohio Revised Code Section 133.15(B), and incurred with respect to the Public Infrastructure Improvements, which "costs" specifically include any reimbursement payments for the reimbursement of the costs of the Public Infrastructure Improvements, and Debt Service on, and any Administrative or other expenses relating to the issuance of, any bonds, notes, or other obligations issued to finance the Public Infrastructure Improvements. The Tax Increment Fund shall remain in existence so long as such Service Payments are collected and used for the aforesaid purposes, after which time the Tax Increment Fund shall

Ordinance 15-108

be dissolved and any surplus funds remaining therein shall be transferred to the City's General Fund, all in accordance with Ohio Revised Code Section 5709.43.

SECTION 4. Public Infrastructure Improvements. The City hereby designates the Public Infrastructure Improvements described in Exhibit B attached hereto as "public infrastructure improvements" (as such term is defined in Ohio Revised Code Sections 5709.40(A)(7)) made, to be made, or in the process of being made, and that, once made, will directly benefit the TIF Site.

SECTION 5. Compensation to School Districts. Pursuant to Ohio Revised Code Sections 5709.40, 5709.42, 5709.43 and 5709.82, the City shall cause the County Treasurer to distribute a portion of the Service Payments to the Zanesville City School District and the Mid-East Career and Technology Centers in an amount equal to 100% of the real property taxes that each district would have received, but for the TIF Exemption.

SECTION 6. Application for Real Property Tax Exemption and Remission. The City further hereby authorizes and directs the President of the City Council, the Mayor, the City Auditor, or other appropriate officers of the City, to sign and execute all documents and make such arrangements as are necessary and proper for collection of said Service Payments from the Owners of real property located in the TIF Site, which are to be deposited into the Tax Increment Fund.

SECTION 7. Further Authorizations. The City further hereby authorizes and directs the President of the City Council, the Mayor, the City Auditor, or other appropriate officers of the City, to prepare and sign all agreements, and any amendments thereto such that the character of those changes is not substantially adverse to the City, which shall be established conclusively by their signatures thereon, and to prepare and sign all instruments and to take all other actions as may be necessary and appropriate to implement this Ordinance.

SECTION 8. Non-Discriminatory Hiring Policy. In accordance with Ohio Revised Code Section 5709.832, the City hereby determines that no employer located in the TIF Site shall deny any individual employment based on considerations of race, religion, sex, disability, color, national origin or ancestry.

SECTION 9. Notices. The City hereby finds and determines that notice of this proposed Ordinance has been delivered to all affected school districts, including the Zanesville City School District and the Mid-East Career and Technology Centers, in accordance with Ohio Revised Code Sections 5709.40, 5709.83 and 5715.27, and hereby ratifies the giving of that notice.

Pursuant to Ohio Revised Code Section 5709.40(I), the City Auditor is hereby directed to deliver a copy of this Ordinance to the Director of the Development Services Agency of the State of Ohio within fifteen (15) days after its adoption. On or before March 31 of each year that the exemption set forth in Section 1 hereof remains in effect, the City Auditor or other authorized officer of this City shall prepare and submit to the Director of the Development Services Agency of the State of Ohio the status report required under Ohio Revised Code Section 5709.40(I).

SECTION 10. Tax Incentive Review Council. The City acknowledges that it has created the City Tax Incentive Review Council (the "TIRC") with the membership of the TIRC constituted in

Ordinance 15-108

accordance with Ohio Revised Code Section 5709.85. The TIRC shall, in accordance with Ohio Revised Code Section 5709.85, review annually all exemptions from taxation resulting from the declarations set forth in this Ordinance and any other such matters as may properly come before the TIRC, all in accordance with Ohio Revised Code Section 5709.85.

SECTION 11. Open Meetings. The City finds and determines that all formal actions of this City Council and any of its committees concerning and relating to the adoption of this Ordinance were taken in an open meeting of this City Council, and that all deliberations of this City Council and any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law, including Ohio Revised Code Section 121.22.

SECTION 12. Effective Date. This Ordinance shall take effect and be in force from and after the earliest period allowed by law.

PASSED: _____, 2015

ATTEST:

SUSAN CULBERTSON,
Clerk of Council

DANIEL M. VINCENT,
President of Council

APPROVED: _____, 2015 THIS LEGISLATION APPROVED AS TO FORM

JEFF TILTON,
Mayor



LAW DIRECTOR'S OFFICE

Ordinance 15-108
DUTRO DOWNTOWN PROPERTY OWNERSHIP

EXHIBIT A

Parcel	Owner	PropertyAddress	
81-62-03-04-000	Dutro Real Estate LLC	120 6TH ST	Secoy
81-66-01-01-000	Dutro Real Estate LLC	105 S 6TH ST	First Baptist
81-66-01-02-000	Dutro Real Estate LLC	105 S 6TH ST	First Baptist
81-66-01-03-000	Dutro Real Estate LLC	S 6TH ST	First Baptist
81-66-01-04-000	Dutro Real Estate LLC	S 6TH ST	Goss
81-66-01-04-001	Dutro Real Estate LLC	119 S 6TH ST	Goss
81-66-01-05-000	Dutro Real Estate LLC	119 S 6TH ST	Goss
81-66-01-06-000	Dutro Real Estate LLC	135 S 6TH ST	Cole
81-66-01-07-000	Dutro Real Estate LLC	139 S 6TH ST	Imlay
81-66-01-08-000	Dutro Real Estate LLC	143 S 6TH ST	Fletcher
81-66-01-09-000	Dutro Real Estate LLC	151 S 6TH ST	MCLRC/Tracey
81-66-01-10-000	Dutro Real Estate LLC	153 S 6TH ST	Tilley
81-66-01-13-000	Dutro Real Estate LLC	163 S 6TH ST	Goss
81-66-01-14-000	Dutro Real Estate LLC	423 CANAL ST	GM Used Corner
81-66-01-15-000	Dutro Real Estate LLC	CANAL ST	GM Used Corner
81-66-01-16-000	Dutro Real Estate LLC	132 S 5TH ST	Service lot
81-66-01-17-000	Dutro Real Estate LLC	S 5TH ST	Lane
81-66-01-18-000	Dutro Real Estate LLC	105 S 6TH ST	First Baptist
81-66-01-19-000	Dutro Real Estate LLC	516 S 4TH ST	Dennis/Swingle
81-66-01-20-000	Dutro Real Estate LLC	514 SOUTH ST	Dennis/Swingle
81-66-01-21-000	Dutro Real Estate LLC	510 SOUTH ST	Dennis/Swingle
81-66-01-22-000	Dutro Real Estate LLC	502 SOUTH ST	Dennis & Nelson/More
81-66-02-01-000	Dutro Real Estate LLC	SOUTH ST	JFG
81-66-02-02-000	Dutro Real Estate LLC	SOUTH ST	JFG
81-66-02-03-000	Dutro Real Estate LLC	SOUTH ST	JFG
81-66-02-04-000	Dutro Real Estate LLC	SOUTH ST	JFG
81-66-02-05-000	Dutro Real Estate LLC	SOUTH ST	JFG
81-66-02-06-000	Dutro Real Estate LLC	410 SOUTH ST	JFG
81-66-02-10-000	Dutro Real Estate LLC	4TH ST	JFG
81-66-02-11-000	Dutro Real Estate LLC	S 4TH ST	Quadran
81-66-02-13-000	Dutro Real Estate LLC	533 CANAL ST	JFG
81-66-02-15-000	Dutro Real Estate LLC	S 5TH ST	JFG
81-66-02-16-000	Dutro Real Estate LLC	S 5TH ST	JFG
81-66-02-17-000	Dutro Real Estate LLC	S 5TH ST	JFG
81-66-02-18-000	Dutro Real Estate LLC	131 S 5TH ST	JFG
81-66-02-19-000	Dutro Real Estate LLC	131 S 5TH ST	JFG
81-66-02-21-000	Dutro Real Estate LLC	S 5TH ST	JFG
81-66-02-21-001	Dutro Real Estate LLC	5TH ST	JFG
81-66-02-22-000	Dutro Real Estate LLC	5TH ST	JFG

EXHIBIT B

Public Infrastructure Improvements

The Public Infrastructure Improvements may include, but are not limited to the following:

1. Constructing, reconstructing, extending, opening, improving, widening, grading, draining, curbing and changing of the lines and traffic patterns of roads, highways, streets, railways, bridges (including roadway, railway, and pedestrian), existing roadways adjacent to and providing ingress and egress to the Project Site, sidewalks, bikeways, medians and viaducts, constructing and improving surface parking lots or parking structures and related improvements, providing lighting systems, together with all appurtenances therefore;
2. Constructing and reconstructing public parks or public greenspaces, including grading, trees, park plantings, park accessories and related improvements, together with all appurtenances thereto;
3. Constructing, reconstructing and installing of public utility improvements, water distribution lines (including necessary site grading therefore), storm and sanitary sewers (including necessary site grading therefore), water and fire protection systems, and all appurtenances thereto;
4. Constructing and installing streetscape improvements including trees, tree grates, curbs, sidewalks, street and sidewalk lighting, trash receptacles, benches, newspaper racks, burial of overhead utility lines and related improvements, together with all appurtenances thereto; design and traffic studies preliminary to the foregoing;
5. Designing, engineering, constructing, and improving the new infrastructure for electric, gas, telephone, and cable service, including aid to construction fees for gas, aid to construction fees for electric, with related site improvements and appurtenances thereto;
6. Acquiring real estate or interests in real estate, including related right-of ways, necessary to accomplish the improvements enumerated in clauses 1 through 5;
7. Professional fees, including architectural, engineering, contract administration, and legal costs;
8. All inspection fees and other governmental fees related to the foregoing; and
9. Any other costs for the aforesaid Public Infrastructure Improvements as permitted by law.

Ordinance 15-108

RECEIPT OF DIRECTOR OF THE OHIO DEVELOPMENT SERVICES AGENCY
FOR LEGISLATION DECLARING CERTAIN IMPROVEMENTS TO REAL
PROPERTY TO BE EXEMPT FROM REAL PROPERTY TAXATION PURSUANT
TO SECTION 5709.40 OF THE OHIO REVISED CODE

I, David Goodman, the Director of the Ohio Development Services Agency hereby certify that a certified copy of an ordinance duly adopted by the City Council of the City of Zanesville, Ohio on _____, 2015, declaring the improvement of certain real property located in the City of Zanesville to be a public purpose and declaring a portion of such property to be exempt from real property taxation pursuant to Section 5709.40 of the Ohio Revised Code was filed in this office on _____.

WITNESS my hand and official seal at Columbus, Ohio this ____ day of _____.

Director, Ohio Development Services Agency

[Print](#) | [Back](#)

Muskingum County GIS



Notes

Department of Public Service
Jay D. Bennett, Director



**ORDINANCE NO. 15- 109
INTRODUCED BY COUNCIL**

**AN ORDINANCE AUTHORIZING THE PROPER CITY OFFICIAL TO
ADVERTISE FOR BIDS AND ENTER INTO A PROFESSIONAL CONTRACT
FOR PROVIDING PORTABLE TOILETS IN VARIOUS CITY PARKS.**

WHEREAS, it is necessary for the City of Zanesville to provide portable toilets for numerous park activities; and

WHEREAS, an interest in providing portable toilets has been expressed by several vendors and the City desires to enter into a 3-year contract, therefore requiring the formal bidding process.

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

SECTION ONE: The proper City official is hereby authorized to advertise for bids and enter into a professional contract for providing portable toilets in various City parks for a 3-year period.

SECTION TWO: The cost for providing portable toilets and disposal is estimated to be \$20,000.00 per year and shall be taken from the following line items: 301.3272.53299 and 101.3281.53299.

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

PASSED: _____, 2015

ATTEST: _____
SUSAN CULBERTSON,
Clerk of Council

DANIEL M. VINCENT
President of Council

APPROVED: _____, 2015

JEFF TILTON,
Mayor

THIS LEGISLATION APPROVED AS TO FORM



LAW DIRECTOR'S OFFICE