

## **CITY COUNCIL MEETING – TUESDAY, OCTOBER 13, 2015**

The Council of the City of Zanesville met in regular session at 7:00 p.m. on Tuesday, October 13, 2015 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: Mrs. Gentry, Mrs. Norman, Mr. Hutcheson, Mr. Roberts, Ms. Gildow, Mr. Sharrer, Mr. Tarbert, and Mr. Vincent. Mr. Foreman and Mr. Baker are absent.

Mr. Vincent: With that we did receive advance notice from Mr. Baker and Mr. Foreman as far as not being able to be here this evening so I will entertain a motion from Council to excuse them.

Mr. Roberts moved to excuse Mr. Foreman and Mr. Baker. Mr. Sharrer seconded the motion.

Mr. Vincent: Is there any discussion? Hearing none, all in favor of excusing Mr. Foreman and Mr. Baker signify by saying aye.

All present were in favor. None were against. Motion stands. They stand excused.

## **APPROVAL OF MINUTES**

Mr. Hutcheson moved to accept the minutes of September 28, 2015 as printed, seconded by Ms. Gildow.

Mr. Vincent: Is there any discussion? Hearing none all in favor of approving the minutes as printed signify by saying aye.

All present were in favor. None were opposed.  
Motion carries. The minutes stand approved.

## **COMMUNICATIONS, REPORTS, AND RESOLUTIONS**

Resolution No. 15-114 – Introduced by Council - A Resolution taking a position against proposed Constitutional Amendment to add Section 12 of Article XV of the Constitution of the State of Ohio known as State Issue 3, as herein provided and declaring an emergency.

Mr. Vincent: Motion to waive or first reading.

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

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

Roll call vote on waiving of the readings.

7 Ayes

0 Nays

2 Absent Mr. Foreman and Mr. Baker

Motion carries.

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

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

Mr. Vincent: Is there any discussion? With that Mayor Tilton did you want to share some additional information on this?

Mayor Tilton: Like I said in the past, I don't have any position on the legalization of marijuana, but the way this amendment is written it restricts our zoning as it is now. So again that is why we are kind of against it; not only that but the problems with hiring people and other such things that will go along with the legalization of marijuana. That is why I wrote this Resolution.

Mr. Roberts: I guess also just to bring to light just for anybody who doesn't know Issue 3 would in effect create a monopoly where only a certain amount of people would be commercially available to grow the marijuana which there is another proposal on the table to not allow monopolies to be created by Constitutional amendment.

Mayor Tilton: Another thing Mr. President, The amendment says they are going to set up a commission which has limited authority towards this, so we didn't know what limited authority was so it was just bad for the City of Zanesville and the state of Ohio.

Mr. Vincent: So related to code, the limited authority is related to code?

Mayor Tilton: Well, I think it is limited authority on how the amendment is enforced.

Mr. Vincent: Okay. Is there anything else from Council? With that we will have roll call vote for passage.

Roll call vote for passage.

6 Ayes

1 Nay- Mrs. Norman

2 Absent Mr. Foreman and Mr. Baker

Motion carries. Resolution is passed.

Resolution No. 15-111 - Introduced by Council – A Resolution in support of City of Zanesville Law Enforcement and Law Enforcement Officers nationwide.

Mr. Vincent: We are at second reading.

Mr. Tarbert moved to table for four weeks, seconded by Mr. Sharrer.

Mr. Vincent: All in favor of tabling for four weeks signify by saying aye. All present were in favor. None were opposed. Motion carries. The Resolution is tabled for four weeks.

Mr. Vincent: We had some petitioners, there is no discussion on the legislation after it has been tabled.

## **PROPOSED ORDINANCES**

Ordinance No. 15-115 - Introduced by Council – An Ordinance authorizing the proper city official to provide funds to the Muskingum Economic Opportunity Action Group.

Mr. Vincent: We are at first reading.

Mr. Sharrer moved for first reading, seconded by Mrs. Gentry.

Mr. Vincent: Is there any discussion? With that, I did invite Nancy Pierce, who I believe is the Director, to come and speak on this, to give us some information and updates as far as how the money is being used, finances, and what the agency is providing.

Nancy Pierce: I am here on behalf of what we call M.E.O.A.G., Muskingum Economic Opportunity Action Group. What we are is a community action agency and we bring about \$2.5 million dollars a year into this community. We are a county-wide agency. Not just for the City, but for the county also. We cover all of Muskingum County. We have several programs. We have the weatherization program which helps people keep their homes warm in the winter and cut down on their electric bills. We have the HEAP, Home Energy Assistance Program, which helps people with their utilities. We have several housing programs throughout the City and County. We partnered with several different agencies and some of them within the non-profit entity and most of them have been tax credit programs. Which Ms. Gildow was in our very first committee we had. Now we have the first baby pantry in the state of Ohio. What we do is we provide formula, baby food, and diapers. If we get them donated they are disposable diapers. We have a scholarship program where we give at least one five hundred dollar scholarship to a Muskingum County resident. Sometimes we give two scholarships. Sometimes we give \$1,000 one depending on how much money we've raised on our fund raisers. We have been doing a golf outing for the last few years. We had the Francian Community Meals on Wheels. That is a totally self-supporting program. We get no grant money for that. We contract with Genesis to provide the dietary meal according to the doctor's order and we have some self-pay clients. We have some Passport, which is an elderly program clients and we have some disabled clients that are through Job and Family Services. I should have brought my notes with me but I wasn't at work today. I am very sorry if I am leaving anything out. We have been around

for fifty years and I have been around for thirty-eight of those years. We are very appreciative of the help we received in the past from the City. And really it does help us. Anyone who works with the grants know they never give you enough administrative money and that is what we use the money we do get from the City help supplement the administrative part of our grants. So I will be glad to answer any questions anyone might have.

Mr. Vincent: Thank you. Is there anything from Council? Do you have a web-site to show services you provide?

Ms. Pierce: Yes we do. It is under meoag.org, the initials.

Mr. Vincent: Mr. Bennett did you have something to add.

Mr. Bennett: I would be remiss and I am sure Nancy would want to point out the fine work Councilperson Gentry has worked with their agency on for many, many years.

Ms. Pierce: Yes, Sandy has been our Treasurer of our board for quite some time. Mrs. Gentry has. She is an excellent board member. We very much appreciate her. Thank you, Jay.

Mrs. Gentry: I would like to make a comment on what an outstanding job they do down there. Their employees do an excellent job with the people who come in there. They treat them so very nice that it makes you feel proud to be a part of that.

Ms. Pierce: Thank you.

Mr. Vincent: Thank you.

Mr. Gildow: I just also wanted to add that I have referred quite a few people who needed help to Community Action and if there is any money available or if their services are conducive to what the people's needs are, they always go above and beyond and we need that non-profit in the area. They fill a lot of roles.

Ms. Pierce: Thank you.

Mr. Vincent: Thank you. Is there anything else from Council?

Mayor Tilton: Mr. President and Council, a few years ago we used to give them \$15,000. Once it got tough we cut it back to \$7,500. This year if you look at the Ordinance we raised it back up to \$10,000 for your consideration. We feel with the job they are doing and we sat down and talked to Nancy for a long time and we think it warrants the raise to \$10,000. Thank you.

Mr. Vincent: Thank you. Is there anything else from Council? Thank you again, Mrs. Pierce. We appreciate that. Thank you Mrs. Gentry for your service. So we are at first

reading if there are no further questions, all in favor of first reading signify by saying aye.

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

Ordinance No. 15-116 – Introduced by Council – An Ordinance authorizing the proper city official to provide amenities for the City Employee’s United Way Fundraiser.

Mr. Vincent: We are at first reading.

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

Mr. Vincent: Is there any discussion?

Ms. Gildow: Just a comment that for those of us who participated last year it was a great event. There were a few City employees who really worked hard to make everything go so well and it certainly brought attention to United Way and it is nice to see this develop as a tradition. So I just wanted to say thank you for everybody who worked on it. It is a wonderful reflection on the City.

Mr. Vincent: Thank you, Ms. Gildow: Is there anything else from Council? With that, we are at first reading so all in favor of first reading signify by saying aye.

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

Ordinance No. 15-117 – Introduced by Council – An Ordinance authorizing the proper city official to provide funds to the Zanesville-Muskingum County Port Authority for organizational, promotional, and operational expenses during the year 2016.

Mr. Vincent: We are at first reading.

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

Mr. Vincent: Is there any discussion? With that, as usual we do have Matt Abbott here as far as to share with us as far as what is going on down at the Port Authority for our annual update report on how the money is being spent and outcomes.

Matt Abbott: Thank you Mr. President and members of Council and City Administration. I first want to begin by thanking you. There are a lot of documents at the Port Authority’s office, since 1987. I have spent a lot of time looking at the history of the Port Authority and have recognized the City’s dedication along with the County’s dedication to supporting economic development; not only the City of Zanesville and Muskingum County, but our region. You all should be commended for that. Since 1987 the Port Authority has assisted in the creation of over 4,000 jobs. The Port Authority doesn’t

create jobs, but it enhances the climate where jobs and small business and industry can create those jobs. So 28 years of results: three business parks, which I know everybody is aware of. Northpointe Business Park, the Anchor Glass facility was probably one of the biggest undertakings the Port Authority took on in the early stage. It started out as a speculative building and we have a great manufacturing company there today along with Kellogg's, Time Warner; the Airport Industrial Park, Five B's, Plaskolite. Things are going very well as far as the businesses we have existing. In the state of Ohio in 2014 seventy-five percent of jobs created in the state were created by existing business. So since I have started at the Port Authority seventy-five percent of my time has been given to those businesses and those industries. I am very conscious of that. New investments: a little bit about Eastpointe Business Park as well. Dollar General remains on the top ten of our employers in the area. Halliburton, a lot of good things are happening out at Eastpointe. Auto Zone, the Dresden Power Plant, Conn's, Fanatics are some businesses that are really expanding and leaned on the Port Authority to provide incentives and different programs that we can offer through our facility to bring state and federal dollars in. Some new investments just since May and one is Fyda Freightliner dealership. It is located at the Airport exit. They are not under roof yet, but the walls are starting to go up and it is looking like a facility. That is a six million dollar investment in our community that will create 60 new jobs. These are well paid jobs. I looked at a statistic today. Our median income in Zanesville/Muskingum County is up six percent from 2014 to 2015. I think a lot of that can be attributed to the jobs that are coming in as far as the oil and gas industry, some of the manufacturing jobs, and some of the investments that are taking place. So we are definitely going in the right direction as far as that median income perspective. Also Hannah Welding at Eastpointe; they just put a new facility in. They purchased almost seventeen acres off of the Port Authority and they are just looking to expand. They are going to retain 10 jobs and hopefully create another 10 in about a year's period. So what makes us? Marketing is something, a tool that we use. You know, the people, we have a great group of people. You know within fifty miles of the City of Zanesville we have an abundant work force of over one hundred fifty-two thousand people. That is a nice thing to market as well as our proximity to Columbus, Pittsburgh, I 77, I 70 and the Zanesville Municipal Airport. It was a chip, a tool that brought Fyda Freightliner here with us today. So, we have been that sustainable leader in Southeast Ohio. It is my goal to continue to create that with your partnership. We have had great cooperation as far as JEDD Agreements, Brownfield Grants, which you guys have heard about and we are excited to be a partner to try to revitalize some areas within the City limits and other incentives that we can provide to support what your vision and your mission is here in the City of Zanesville. So our future goals are one is business retention; retaining what we have. I have visited over fifty businesses, our top fifty employers since I started and listened to what they need to see where I can help them. What kind of training opportunities that I can provide through our Port Authority and through the Appalachian Partnership for Economic Growth. So that has been very positive as well. Also, business attraction; we have had 20 solid leads this year that we are still continuing to follow up on. It is a process. They are evaluating sites and projects and environmental studies; a lot of different things going on. So the third goal would be to enhance the infrastructure of the climate where we can bring jobs in. People are going to look at us. So, I can answer any questions. Twenty-eight years

of results and I appreciate the efforts the City of Zanesville has worked with the Port Authority in the past and I hope to continue partnership into the future. Thanks Mr. President.

Mr. Vincent: Thank you Mr. Abbott. Is there anything from Council? Nothing? How are things financially?

Mr. Abbott: Things are very well financially. The selling of the land at Eastpointe with the Halliburton piece was a great, great asset to us. As we are looking, a lot of our sites, we are almost full with the ground we have to offer as far as Eastpointe, Airport, and Northpointe. Within a three to five year period, I don't see us having anymore sites left so having that financial stability is going to enable us to identify our next business park. Where we are going to locate and where we are going to put our eggs into what basket. So we are very healthy right now but I think we are at a crossroads. In the next three to five years we need to really nail down where this money is going to be well spent and how we are going to continue to develop our region economically.

Mr. Vincent: Thank you again. Is there anything else from Council? We do appreciate it. I think the Port Authority has been a great part of the recipe for success in our area with job creation, businesses, and very helpful in many ways. Thank you.

With that, we are at first reading. So all in favor of first reading signify by saying aye.

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

Ordinance No. 15-118 - Introduced by Council – An Ordinance to adopt Chapter 182 of the Codified Ordinances of the City of Zanesville regarding Municipal Income Tax.

Mr. Vincent: We are at first reading.

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

Ms. Gildow: I would like to move to amend the Ordinance on page three of Chapter 182 Item 182.012 Sections C we would like to make the numerical percentage consistent with the way it reads: "an additional tax of two tenths of one percent." Just change the typo that says point zero two (.02%) to point two percent (.2%) please. Similarly in 182.012 D, we would do the same thing. Make the numeric consistent with the written out number that says two-tenths of one percent.

Mr. Vincent: So with that your motion is on page three of this Chapter 182, Sections C and D is to make the typo correction is from .02% to .20% under C and D.

Mr. Gildow: Correct.

Mr. Roberts seconded the motion.

Mr. Vincent: Is there any discussion? All in favor of the amendment signify by saying aye.

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

Mr. Vincent: We are now at Ordinance 15-118 as amended. A motion for first reading?

Ms. Gildow moved for first reading as amended, seconded by Mrs. Gentry.

Mr. Vincent: Is there any discussion? With that we do have our Treasurer here, Mr. Paul DuBeck. If you would like to come forward and share information?

Paul DuBeck: The Ordinance that we compiled meets House Bill 5 requirements. I would like to say thank you Mr. Hillis who took a day and spent a day in Columbus with other attorneys learning about the language in this Ordinance. I am familiar with a city down the road from us that is just now asking for \$2,500 because their Law Director will not do their Ordinance. Another city down in that neck of the woods doesn't have the money or a Law Director to write the Ordinance. So, Mr. Hillis went above and beyond because this is a fifty-six page ordinance. We had some structure with it, yes, but we have a lot of tweaking to do; which is done. As far as the typo goes I apologize. I thought we handed out papers today to correct that when we saw it. But all this does is make our tax ordinance universal with everybody else's in the state of Ohio.

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

David Tarbert: This was a form given by the Ohio Municipal League, right? We tweaked it a little bit to comport with our Ordinance, but this was essentially a form given to us.

Paul DuBeck: Actually it was RITA and OML and a couple of attorneys in Columbus that landscaped this and then gave us a form to go after and then an explanation of where to look and what to do because there are a few things that each municipality was allowed to do on its own.

David Tarbert: Alright, thank you.

Paul DuBeck: Yes, sir.

Mr. Vincent: What kind of options do we have in here?

Paul DuBeck: We were allowed to raise our taxable age from 18 to 16.

Mr. Vincent: Okay.

Paul DuBeck: We have not control over the penalties. We have no control over interest. We have no control over the due dates which have all changed. We have no control over the fact that now tax payers will be required to file estimates, which we have never done in the past.

Mr. Vincent: Will there be some place we can look at what our options are with changes?

Paul DuBeck: You don't have any. (Laughter) I mean

Mr. Vincent: I mean from what the State is mandating versus what we can adjust here locally.

Paul DuBeck: Everything that we adjust you can take the taxable age back up to 18 if you so see fit. You can't change the estimates; you can't change the due dates. Mr. Hillis, I don't know of a whole lot of

Mr. Hillis: There were about

Paul DuBeck: Oh, the mandate.

Scott Hillis: There were several pages you could look at if you want those I would be happy to provide them to you.

Mr. Vincent: Thank you, Mr. Hillis. My goal is not here to change; I just want to get an idea of what we were responsible for here locally. The state is mandating all, but these few items; what are those. I am just trying to see what is there.

Mr. DuBeck: Actually the only thing that we can really change is other than issuing a mandatory tax filing that is about the only thing we changed from our prior Ordinance. And this is in addition to our prior Ordinance. This is not in place of because as you read the cover sheet on the Ordinance it tells you right in there that they are not 100% sure that this is, there is a possibility that this could go to court before the five years is up. Let's just put it that way. If it is overturned, and HB 5 is no good, we will fall back on our prior tax ordinance. That is why we are putting this in addition to and not in place of the prior ordinance.

Mr. Vincent: Okay, I just was kind of curious what the local CPA's will.

Paul DuBeck: They should know all about it because they were the ones that were a force in driving tax unification for the cities.

Mr. Vincent: Alright, okay. That is very helpful. Thank you, sir. Is there anything else from Council? Thank you. With that we are at first reading, so all in favor signify by saying aye.

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

## **ORDINANCES FOR ACTION**

Ordinance No. 15-112 - Introduced by Council – An Ordinance authorizing a partnership agreement between Muskingum County and the City of Zanesville for the creation of a Countywide Analysis of Impediments Plan for Fair Housing and declaring an emergency. (Emergency or Second Reading)

Mr. Vincent: We are at second reading.

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

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

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

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.

Mr. Vincent: We are at second reading.

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

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

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

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.

Mr. Vincent: We are at third reading.

Mr. Sharrer moved for third reading and passage, seconded by Mr. Tarbert.

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

Roll call vote for passage.

7 Ayes  
0 Nays  
2 Absent Mr. Foreman and Mr. Baker  
Motion carries. Ordinance is passed.

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.

Mr. Vincent: We are at third reading.

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

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

Roll call vote for passage.  
7 Ayes  
0 Nays  
2 Absent Mr. Foreman and Mr. Baker  
Motion carries. Ordinance is passed.

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.

Mr. Vincent: We are at third reading.

Mr. Roberts moved for third reading and passage, seconded by Mrs. Norman.

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

Roll call vote for passage.  
7 Ayes  
0 Nays  
2 Absent Mr. Foreman and Mr. Baker  
Motion carries. Ordinance is passed.

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.

Mr. Vincent: We are at third reading.

Mr. Hutcheson moved for third reading and passage, seconded by Mr. Tarbert.

Mr. Vincent: Is there any discussion? With no discussion, we will have roll call vote for passage.

Roll call vote for passage.

7 Ayes

0 Nays

2 Absent Mr. Foreman and Mr. Baker

Motion carries. Ordinance is passed.

### **TRAFFIC ORDERS**

None

### **MISCELLANEOUS AND UNFINISHED BUSINESS**

Mr. Bennett: Very quickly, Mr. Vincent, I handed out to Council members and to the media as well. It will also be on our web-site for the residents. We will begin leaf collection around October 26 so please check the City's web-site for the ward schedule. Those are estimated dates. The weather has a lot to do with that so if you would, please check.

Mr. Vincent: Thank you, Mr. Bennett. That time is upon us and it is supposed to be cold and they will start dropping fast. I would also like to add in the reminder as far as citizens to please be cautious as far as don't rake your leaves into the City streets as far as onto the street and along the curb. Because then they wash down and get into the storm sewer which causes clogs and additional work and takes workers away from getting rid of the leaves. So please keep them off the street and put them in the right-of-way or keep them up in the yard so they can rake them off and vacuum them up. That is so important.

Jay Bennett: We do also accept those as bagged form through the sanitation as well.

Mr. Vincent: How does that work, just open up the bag and suck them in?

Jay Bennett: Oh, no, no, no. We will just take them and put them in the system.

Mr. Vincent: So they will go to the landfill.

Jay Bennett: Absolutely.

Mr. Vincent: Okay, thank you. Is there anything else from Council or Administration?

### **PRIVATE PETITIONS AND COMMUNICATIONS**

Private Petitions for Non-Agenda items

Mr. Eric Jones, 221 Luck Avenue, Zanesville, OH 43701 speaking on Private Petition: New Amendment Chapter 111 Petition to Address Council.

Mr. Vincent: With that Mr. Jones. I will let you know I gave you some leeway the last time as far as regarding a private business and you need to leave that out tonight if you plan on talking about that.

Mr. Jones: Well, let me ask a quick question on that then. Since I put in a petition to speak do I have to put in another one or does that carry over for the four weeks?

Mr. Vincent: No, you need to do another one at that time if you still want to speak.

Mr. Jones: So every time you table an issue I have to resubmit?

Mr. Vincent: Yes, each meeting.

Mr. Jones: Another quick point since I am here. Let me start with a simple statement. The truth is an absolute defense against liable and slander even when voiced maliciously. It is an axiom. I am just letting you know and I will start with that. I am going to assume that I am going to be telling the truth here, alright? Now when I put in my petition to speak I submitted it before the records are accepted in to Council. Because you are allowed to change the information for the minutes up until it is accepted. So I have to put in my petition before I know what you are officially saying. Oddly enough someone like that would have to do something like that is an indication of a tyrant. Now the other part is it has been accepted is that I used a nick name for a person and the nick name, I can do it again, I will just use the last one, the wicked old witch of the press. Alright, everybody here should know who I am talking about.

Mr. Vincent: Mr. Jones, Mr. Jones, I think you are pressing on a fine line.

Mr. Jones: Pressing. Okay.

Mr. Vincent: Leave local businesses out please. Sir, please leave local businesses out.

Mr. Jones: Am I allowed to use a simple nick name, but not use the name of the person who is a public figure in public. You do not have to answer now; you can wait until I am finished. I am going to try my best to follow the rules and that is why I used the truth is an absolute defense supposedly. If I am telling the truth everything you have down here should be wiped out. If what I am saying is true. It is an axiom, folks. Unless you can come up with something better it is, how do they put it, it is a rebuttable presumption. If you want to say something against that, fine. By all means do. If you want to get the compelling state reason why I can't use a public person's name in public, I will accept that. But you have to say something. You have to defend it. Now, real quick on the last one. You have on the back of this that you are using the word prostitution. I got kicked

out of this meeting for using that word. But you are using it now. I am trying to figure out how you can use the word, but I can't. Thank you very much.

Mr. Vincent: Thank you. With that Mr. Jones, I would just like to remind everyone as far as the issue before was that you did not call us prostitutes. You called us whores, whore masters, and whoremongers.

Mr. Jones: Synonyms

Mr. Vincent: Sir, sir, please, I am speaking now. To me, that is not acceptable. Okay, with that I do have a petition from Miss Cyndi Royce.

Mrs. Cyndi Royce, 1543 Ridge Avenue, Zanesville, Ohio speaking in regard to unsolved murders.

Mrs. Royce: Okay, I don't know how many of you are aware, but we have had six women murdered in the Fourth Ward in the last twelve years. One is presumed dead, but their body has never been found. She went missing in 1985; thirty years and no answers. Some of these women had children. Okay, the children had to grow up without them. The children still don't know who did it. Why they did it. You know, I think that is just a little bit long to not know. The killer, or killers, are still among us and I am wondering why these murders haven't been solved. There is also a suitcase from one of the murders that is in ZPD custody that the searchers found when they found one of the bodies. That suitcase never got processed. I am kind of wondering why. I just think these people need closure. They need justice. There are banners all around. Somebody knows something. They are doing Walks of Justice. They are doing things, but to know there is evidence that could tell us who is a killer among us and it has never been processed it kind of makes me wonder. I know these women were prostitutes and drug addicts and maybe that is why it kind of got swept under the carpet and nobody seems to care about them. But they were mothers, they were daughters, you know, people cared about these people. And since the murderer hasn't been caught what if he starts again? No one is safe with a murderer walking around. That is why we need to get these prostitutes rehabbed and off the streets. They are still in danger; six of them in one ward. You know, how many have to die before we are going to do something. That is all I got to say.

Mr. Vincent: Thank you Mrs. Royce.

Ms. Lejanna Wilson, 51430 CR 16, Coshocton, OH speaking on Community Action Task Force and Prostitution Resolutions for curbing the problem and resolving unsolved deaths of them existent in the community.

Ms. Wilson: Good evening ladies and gentlemen. Mr. President, I would like to thank you for hearing me this evening. I would like to take the time to thank Ms. Gentry for contacting me last week and participating in our Walk for Justice. And I would like to thank you Mr. Mayor for giving me a few minutes so that I could take the time because I

know three minutes isn't long enough to cover what I want to do in Zanesville for the issue of human trafficking with our females. So I put together a little packet. It is just a small packet. I really have a bigger plan. But Mayor asked me last week whether I could give him a little bit more information in black and white so that he could share among you and I did that with information and I am part of the non-profit now. We are branching our Heaven's Hand of Love up. A program I would like to do that would help to curb the crime rate in our community. We have drug addiction. We have solicitation of ones selling their selves. We have people who traffic these people in our communities; some die. Some make it off of the streets. It is very catastrophic when you have females like Chillicothe has right now who came up missing. We know that feeling from 2007. The way we know that feeling is because I was a party of the search team. I put the search team together. I was a family friend with the mother of Santana Ivy. We did not stop searching. We still, eight years later, have not stopped searching. I walk the streets asking questions of people. Putting flyers out, and putting banners out. For eight years of not knowing who did what and why is a horrific thing for someone to live through. I got to meet the children of Ms. Kennedy who passed away in 2002 and was found under Perine Road. Our program would instead of; I included statistics 93.2% according to Captain Miller when I spoke to him yesterday that it is a repeat revolving door. The program that we want to instill would be an in-house six month program. We would include NA/AA/Mental Health and other issues such as helping them to find employment, helping them to relocate if that is what they chose to do as opposed to staying in the community. What would keep the females in the program as Mayor Tilton asked me is it would be a court ordered program and it would last for a solid year while they were on probation. Six months in-house gives them enough time to get clean. It gives them enough time to get a resume together and GED's. It gives them enough time to become a member of society that is productive.

Mr. Vincent: Excuse me. I am sorry, your time is up and I need to be fair with everyone.

Ms. Wilson: I am sorry. If anyone would like.

Mayor Tilton: I will give this information to the Clerk so that she can hand it out to the Council people.

Mr. Vincent: Thank you Mayor Tilton.

Mayor Tilton: You are welcome.

Ms. Wilson: Thank you.

Mr. Vincent: Thank you again. We appreciate it. So with that Mayor Tilton is there anything else you wanted to add or Mr. Buck regarding murders.

Mayor Tilton: They came into my office last week. We spoke kind of getting the feel of what they were talking about. How they were going to get funding. What they were talking about. Where they were planning on setting up and there was a lot of discussion

and then she brought this information to me this evening. From what I understand it is still right in the preliminary stages.

Mr. Vincent: And then the City's role in these unsolved murders?

Mayor Tilton: From what I understand that most of these people were found in the county so how we know where it happened we don't.

Mr. Buck: Yes, I kind of checked into Barbara Frame was still an open investigation which everybody here knows. We have heard the name several times and then it is a sad situation, but sometimes murders are unsolved. It is not from lack of trying. Santana Ivy, she was missing from the City of Zanesville, but her body was found in Perry County. Normally when we do an investigation you know the murder is assumed to be where it happened unless it is proved otherwise. So that is where the investigation is held. There are still open. Ms. Kennedy and Ms. Gallis are the same way. There were both found in Muskingum County so like I said, one in Perry County, two in Muskingum. The suitcase, I guess they have a question about that because I did check on that. Where was it found and who was it turned into to? Does anybody know?

Ms. Wilson: I can answer that for you since I was on the search team.

Mr. Vincent: With that, I need to keep things in order here as far as being fair to everyone. So with that, maybe you can talk afterwards.

Fred Buck: Yes, I can talk to her.

Mr. Vincent: Or if Council wants to make a motion.

Fred Buck: No, that would be great we can talk after the meeting.

Mr. Vincent: I just have to keep things fair. Is there anything else Mr. Buck?

Mr. Buck: No, that is all.

Mr. Vincent: Is there anything else from Council?

Mr. Hutcheson moved to adjourn. It was seconded by Mr. Tarbert.

Mr. Vincent: All in favor of adjournment signify by saying aye.

All were in favor. None were opposed.

Mr. Vincent: Motion carries. We stand adjourned. Thank you everyone and have a good night.

The meeting adjourned about 7:45 p.m.

Mayor Jeff Tilton



ORDINANCE NO. 15-119  
INTRODUCED BY COUNCIL

AUTHORIZING THE PROPER CITY OFFICIAL TO PROVIDE FUNDS  
TO SOUTH EAST AREA TRANSIT FOR THE YEAR 2016

WHEREAS, South East Area Transit (SEAT) operates public transit facilities and services within the City of Zanesville; and

WHEREAS, the funding provided to South East Area Transit is necessary for their daily operations; and

WHEREAS, the City feels financially supporting public transit services is in the best interest of the citizens of Zanesville.

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

SECTION ONE: The proper city official is authorized to provide local funding to South East Area Transit for the year 2016. Said funding shall be in the amount of \$80,000.00, to be paid in equal installments in March, June, September, and December from account number 101.7951.53405.

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

PASSED \_\_\_\_\_, 2016

ATTEST: \_\_\_\_\_  
Sue Culbertson  
Clerk Of Council

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

APPROVED: \_\_\_\_\_, 2016

This legislation approved as to form:

\_\_\_\_\_  
Jeff Tilton  
Mayor

  
\_\_\_\_\_  
Law Director's Office

Rhonda Heskett  
Budget Director

ORDINANCE NO. 15-120  
INTRODUCED BY COUNCIL

AN ORDINANCE AMENDING APPROPRIATION ORDINANCE  
NO. 15-23 AND DECLARING AN EMERGENCY

**WHEREAS**, it is necessary during the course of the fiscal year to make changes to the City's working budget; and

**WHEREAS**, to keep the City's estimated revenues and appropriations as current as possible those changes should be made on a quarterly basis, or more often if warranted; and

**WHEREAS**, appropriation changes not made in a timely manner may hinder the daily operations of City divisions.

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

**SECTION ONE:** Exhibit A of ordinance No. 15-23, which established revenues and appropriations from January 1, 2015 through December 31, 2015, is hereby amended as indicated in Exhibit A, attached hereto.

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

PASSED \_\_\_\_\_, 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

# MEMO

**To:** Honorable Members of Council  
**From:** Rhonda Heskett, Budget & Finance Director  
**Date:** October 21, 2015  
**Re:** Ord #15-120 - Appropriation Change

On the agenda for the November 9<sup>th</sup> meeting is a proposed budget amendment for FY 2015. Explanation of the budget changes are as follows.

General Fund & Police Fund: We received an unexpected Inheritance Tax check, so that revenue line is increased. Health care in the Police Department continues to run higher than expected this year. Of our 20 highest claims, City wide, 50% of them are within the Police Fund. Our contingency funds are being decreased once again to help support the additional costs in the Police Fund. Consequently, the transfer to the Police Fund is increased. Also, in the Police Fund appropriations for Capital Outlay are increased in order to complete the 911 upgrade. The final tax sharing calculations for our Joint Economic Development District's (JEDD) have been completed, and the subsequent increase to that appropriation is proposed.

Auto Gas Fund: Revenues are increased as a result of a \$14,000 rock salt settlement from the State of Ohio so revenues have been increased accordingly, and offset by increasing health care cost appropriations.

Fire Fund: Appropriations are moved from health care into capital outlay to complete ongoing projects such as the station signal separation, upgrade to the CAD System, and training facility.

Sewer Fund: Appropriations are moved for usual daily operational expenses through the rest of the year.

Vehicle Maintenance Fund: Appropriations are moved within the fund to cover the total cost of the new Gas Boy System which should be completed by year end.

Self-Insurance Fund: Changes are made in this fund to reflect the changes made in the other funds.

Fire & Police Pension Funds: Our last tax settlement for the year has been received; it came in higher than budget so revenues and appropriations are increased accordingly.

If you have any questions, please let me know.

**THE CITY OF ZANESVILLE  
WORKING BUDGET 1/1/2015 - 12/31/2015**

**ORDINANCE #15-120 EXHIBIT A**

		<u>BUDGET 2015</u>	<u>AMENDING AMOUNT</u>	<u>AMENDED BUDGET</u>
<b>101</b>	<b>GENERAL FUND</b>			
	BALANCE AVAILABLE	\$3,306,636		
	<b>REVENUES:</b>			
101.0000.41102	Real Estate Taxes	\$987,000	\$6,600	\$993,600
101.0000.41108	Inheritance Tax	10,125	146,500	156,625
101.0000.46105	Civil Service Testing Fees	2,000	3,000	5,000
101.0000.49195	Other Grants	0	7,025	7,025
	TOTAL RECEIPTS	\$13,353,133	\$163,125	\$13,516,258
	TOTAL AVAILABLE FUNDS	\$16,659,769	\$163,125	\$16,822,894
	<b>APPROPRIATIONS:</b>			
101.7682	<b><u>TREASURER'S OFFICE</u></b>			
101.7682.532	Contractual Services	\$45,500	\$5,000	\$50,500
	TOTAL	\$398,440	\$5,000	\$403,440
101.7771	<b><u>CIVIL SERVICE COMMISSION</u></b>			
101.7771.532	Contractual Services	\$21,300	\$3,000	\$24,300
	TOTAL	\$81,695	\$3,000	\$84,695
101.7821	<b><u>COUNTY AUDITOR/TREASURER</u></b>			
101.7821.56108	County Auditor/Treasurer Fees	\$45,000	\$5,000	\$50,000
	TOTAL	\$55,200	\$5,000	\$60,200
101.7921	<b><u>TRANSFERS</u></b>			
101.7921.55201	Transfer to Police Fund	\$2,317,511	\$200,000	\$2,517,511
	TOTAL	\$8,549,125	\$200,000	\$8,749,125
101.7951	<b><u>OTHER DISBURSEMENTS</u></b>			
101.7951.53421	Jedd Tax Sharing	\$434,000	\$106,000	\$540,000
101.7951.53434	Contingencies	1,419,663	(155,875)	1,263,788
	TOTAL	\$2,431,463	(\$49,875)	\$2,381,588
	TOTAL APPROPRIATION	\$16,659,769	\$163,125	\$16,822,894





**THE CITY OF ZANESVILLE  
WORKING BUDGET 1/1/2015 - 12/31/2015**

**ORDINANCE #15-120 EXHIBIT A**

		<u>BUDGET 2015</u>	<u>AMENDING AMOUNT</u>	<u>AMENDED BUDGET</u>
<b>304</b>	<b>COMMUNITY DEVELOPMENT ADMINISTRATIVE FUND</b>			
<b>APPROPRIATIONS:</b>				
304.4361	<b><u>C.D. ADMINISTRATION</u></b>			
304.4361.510	Salaries and Wages	\$117,309	(\$3,000)	\$114,309
304.4361.532	Contractual Services	17,837	1,500	19,337
304.4361.533	Materials and Supplies	6,500	1,500	8,000
	TOTAL	<u>\$148,346</u>	<u>\$0</u>	<u>\$148,346</u>
	TOTAL APPROPRIATION	\$192,316	\$0	\$192,316
<hr style="border-top: 1px dashed black;"/>				
<b>604</b>	<b>SEWER OPERATING FUND</b>			
<b>APPROPRIATIONS:</b>				
604.5451	<b><u>SEWER TREATMENT</u></b>			
604.5451.532	Contractual Services	\$848,057	\$20,000	\$868,057
604.5451.533	Materials and Supplies	243,600	(20,000)	223,600
	TOTAL	<u>\$2,190,006</u>	<u>\$0</u>	<u>\$2,190,006</u>
	TOTAL APPROPRIATION	\$6,769,595	\$0	\$6,769,595
<hr style="border-top: 1px dashed black;"/>				
<b>700</b>	<b>VEHICLE &amp; EQUIPMENT MAINTENANCE FUND</b>			
<b>APPROPRIATIONS:</b>				
700.7311	<b><u>EMPLOYEE BENEFITS</u></b>			
700.7311.57020	Reimbursement to Self Insurance Fund	<u>\$200,000</u>	(\$15,000)	<u>\$185,000</u>
	TOTAL	\$271,155	(\$15,000)	\$256,155
700.7631	<b><u>VEHICLE &amp; EQUIPMENT MAINTENANCE</u></b>			
700.7631.532	Contractual Services	\$41,200	\$4,000	\$45,200
700.7631.544	Capital Outlay	25,000	11,000	36,000
	TOTAL	<u>\$1,282,112</u>	<u>\$15,000</u>	<u>\$1,297,112</u>
	TOTAL APPROPRIATION	\$1,553,267	\$0	\$1,553,267



**THE CITY OF ZANESVILLE  
WORKING BUDGET 1/1/2015 - 12/31/2015**

**ORDINANCE #15-120 EXHIBIT A**

		<u>BUDGET 2015</u>	<u>AMENDING AMOUNT</u>	<u>AMENDED BUDGET</u>
<b>802</b>	<b><i>POLICE PENSION FUND</i></b>			
	BALANCE AVAILABLE	\$4,131		
<b>REVENUES:</b>				
802.0000.41102	Real Estate Taxes	<u>\$103,750</u>	<u>\$2,581</u>	<u>\$106,331</u>
	TOTAL RECEIPTS	\$103,750	\$2,581	\$106,331
	TOTAL AVAILABLE FUNDS	\$107,881	\$2,581	\$110,462
<b>APPROPRIATIONS:</b>				
802.1111.52103	Police Pension	<u>\$107,881</u>	<u>\$2,581</u>	<u>\$110,462</u>
	TOTAL APPROPRIATION	\$107,881	\$2,581	\$110,462

Department of Public Service  
Jay D. Bennett, Director



ORDINANCE NO. 15- 121  
INTRODUCED BY COUNCIL

AN ORDINANCE AUTHORIZING THE PROPER CITY OFFICIAL TO ENTER INTO A  
FEDERAL LOCAL LET PROJECT AGREEMENT WITH ODOT FOR THE RESURFACING  
AND RELATED WORK TO NORTHPOINTE DRIVE FROM SR 146 TO MAPLE  
AVENUE, AND DECLARING AN EMERGENCY.

WHEREAS, the administration is interested in allocating STP grant funding through ODOT for resurfacing and related work to Northpointe Drive from SR 146 to Maple Avenue, per Attachment "A"; and

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

WHEREAS, due to the non-complex nature of the project, ODOT has identified this as a potential project to be moved forward in the funding cycle, and to move forward this ordinance needs processed as an emergency.

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

SECTION ONE: The proper city official is hereby authorized to enter into a federal local let project agreement with ODOT for the resurfacing and related work to Northpointe Drive from SR 146 to Maple Avenue.

SECTION TWO: The estimated cost of the project is \$1,331,000.00 with 80% provided as federal grant through ODOT using STP fund allocations.

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

\_\_\_\_\_  
JEFF TILTON,  
Mayor

THIS LEGISLATION APPROVED AS TO FORM

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

Rev. 6/24//2015

CFDA 20.205

## LPA FEDERAL LOCAL-LET PROJECT AGREEMENT

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

### 1. PURPOSE

- 1.1 The National Transportation Act has made available certain Federal funding for use by local public agencies. The Federal Highway Administration (hereinafter referred to as FHWA) designated ODOT as the agency in Ohio to administer FHWA's Federal funding programs.
- 1.2 Section 5501.03 (D) of the **Ohio Revised Code** (hereinafter referred to as ORC) provides that ODOT may coordinate its activities and enter into contracts with other appropriate public authorities to administer the design, qualification of bidders, competitive bid letting, construction, inspection, and acceptance of any projects administered by ODOT, provided the administration of such projects is performed in accordance with all applicable Federal and State laws and regulations with oversight by ODOT.
- 1.3 The resurfacing and related work to Northpointe Drive from SR 146 to Maple Avenue (SR 60) (hereinafter referred to as the PROJECT) is a transportation activity eligible to receive Federal funding, and which is further defined in the PROJECT scope.
- 1.4 The purpose of this Agreement is to set forth requirements associated with the Federal funds available for the PROJECT and to establish the responsibilities for the local administration of the PROJECT.

### 2. LEGAL REFERENCES

- 2.1 This Agreement is authorized and/or governed by the following statutes and/or policies, which are incorporated, by reference, in their entirety:
  - a. Section 5501.03(D) of the ORC;
  - b. ODOT Locally Administered Transportation Projects, Manual of Procedures;
  - c. National Transportation Act, Title 23, U.S.C.; 23 CFR 635.105;
  - d. State of Ohio Department of Transportation Construction and Material Specifications Manual (applicable to dates of PROJECT);
  - e. 2 CFR Part 200; and
  - f. Federal Funding Accountability and Transparency Act (FFATA)
- 2.2 The LPA shall comply with all applicable Federal and State laws, regulations, executive orders, and applicable ODOT manuals and guidelines. This obligation is in addition to compliance with any law, regulation, or executive order specifically referenced in this Agreement.

### 3. FUNDING

- 3.1 The total cost for the PROJECT is estimated to be \$1,331,000.00 as set forth in Attachment 1. ODOT shall provide to the LPA Eighty percent (80%) of the eligible costs. This maximum amount reflects the funding limit for the PROJECT set by the applicable Program Manager. Unless otherwise provided, funds through ODOT shall be applied only to the eligible costs associated with the actual construction of the transportation project improvements and construction engineering/inspection activities.
- 3.2 The LPA shall provide all other financial resources necessary to fully complete the PROJECT, including all 100 percent Locally-funded work, cost overruns and contractor claims.

### 4. PROJECT DEVELOPMENT AND DESIGN

- 4.1 The LPA and ODOT agree that the LPA is qualified to administer this PROJECT and is in full compliance with all LPA participation requirements.
- 4.2 The LPA and ODOT agree that the LPA has received funding approval for the PROJECT from the applicable ODOT Program Manager having responsibility for monitoring such projects using the Federal funds involved.
- 4.3 The LPA shall design and construct the PROJECT in accordance with a recognized set of written design standards. The LPA shall make use of ODOT's Location and Design Manual (L&D), or the appropriate AASHTO publication. Even though the LPA may use its own standards, ODOT may require the LPA to use a design based on the L&D Manual for projects that contain a high crash rate or areas of crash concentrations. Where the LPA has adopted ODOT standards for the PROJECT, the LPA shall be responsible for ensuring that any ODOT standards used for the PROJECT are current and/or updated. The LPA shall be responsible for periodically contacting the ODOT District LPA Coordinator or through the following Internet website for any changes or updates: [www.dot.state.oh.us/drrc/Pages/default.aspx](http://www.dot.state.oh.us/drrc/Pages/default.aspx)
- 4.4 The LPA shall either designate an LPA employee, who is a registered professional engineer, to act as the PROJECT Design Engineer and serve as the LPA's principal representative for attending to PROJECT responsibilities, or engage the services of a pre-qualified ODOT consultant, who has been chosen using a Qualification-Based Selection (QBS) process, as required pursuant to ORC sections 153.65 through 153.71. The pre-qualified list is available on the ODOT website at: [www.dot.state.oh.us/DIVISIONS/Engineering/CONSULTANT](http://www.dot.state.oh.us/DIVISIONS/Engineering/CONSULTANT)
- 4.5 If Federal funds are used for a phase of project development and the LPA executes an agreement with a consultant prior to the receipt of the "Authorization" notification from ODOT, ODOT may terminate this Agreement and cease all Federal funding commitments.
- 4.6 ODOT reserves the right to move this PROJECT into a future sale year if the LPA does not adhere to the established PROJECT schedule, regardless of any funding commitments.

### 5. ENVIRONMENTAL RESPONSIBILITIES

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

regulations, including the requirements of the National Historic Preservation Act; and for securing all necessary permits.

- 5.2 If the LPA does not have the qualified staff to perform any or all of the respective environmental responsibilities, the LPA shall hire an ODOT Pre-qualified Consultant through a QBS process. The pre-qualified list is available on the ODOT web page at [www.dot.state.oh.us/CONTRACT](http://www.dot.state.oh.us/CONTRACT). If the LPA hires a pre-qualified consultant, the LPA shall be responsible for monitoring the consultant's activities and ensuring that the consultant is following all Federal and State laws, regulations, policies, and guidelines.
- 5.3 ODOT shall be responsible for the review of all environmental documents and reports, and shall complete all needed coordination activities with State and Federal regulatory agencies toward securing environmental clearance.
- 5.4 The LPA shall be responsible for assuring compliance with all commitments made as part of the PROJECT's environmental clearance and/or permit requirements during the construction of the project.
- 5.5 The LPA shall require its consultant, selected to prepare a final environmental document pursuant to the requirements of the National Environmental Policy Act, to execute a copy of a disclosure statement specifying that the consultant has no financial or other interest in the outcome of the PROJECT.
- 5.6 The LPA shall provide a letter indicating the proposed Best Management Practices (BMPs) to be utilized for post construction storm water management in accordance with the Ohio EPA National Pollutant Discharge Elimination System (NPDES) Construction General Permit. If no BMPs are proposed, a letter stating concurrence is required from the Ohio EPA.

## 6. RIGHT OF WAY/ UTILITIES/ RAILROAD COORDINATION

- 6.1 All right-of-way acquisition activities shall be performed by the LPA in accordance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (Public Law 91-646) as amended by 49 CFR Part 24 (hereinafter referred to as Uniform Act), any related Federal regulations issued by the FHWA, and State rules, policies and guidelines issued by ODOT.
- 6.2 If existing and newly-acquired right of way is required for this PROJECT, the LPA shall certify that the all right of way has been acquired in conformity with Federal and State laws, regulations, policies, and guidelines. Per ODOT's Office of Real Estate, any LPA staff who perform real estate functions shall be prequalified. If the LPA does not have the qualified staff to perform any or all of the respective right of way functions, the LPA shall hire an ODOT Pre-qualified Consultant through a QBS process. The LPA shall not hire the same consultant to perform both the appraisal and appraisal review functions. Appraisal review shall be performed by an independent staff or fee reviewer and shall be hired directly by the LPA. Likewise, a consultant hired to perform right of way acquisition work is not permitted to perform both the relocation and relocation review functions. Relocation review shall be performed by an independent staff or fee reviewer.
- 6.3 If the LPA hires a pre-qualified consultant, the LPA shall be responsible for monitoring the consultant's activities and ensuring that the consultant is following all Federal and State laws, regulations, policies, and guidelines.
- 6.4 All relocation assistance activities shall be performed by the LPA in conformity with Federal and State laws, including the Uniform Act, and any related Federal regulations issued by the FHWA, and State rules, policies and guidelines issued by ODOT. The LPA shall not hire a consultant to perform both the relocation and relocation review functions nor shall the LPA hire a sub-consultant

for relocation and another sub-consultant for relocation review. Relocation review shall be performed by an independent staff person or independent fee reviewer and shall be hired directly by the LPA.

- 6.5 The LPA shall provide the ODOT District Office with its certification that all right of way property rights necessary for the PROJECT are under the LPA's control, that all right of way has been cleared of encroachments, and that utility facilities have been appropriately relocated or accounted for so as not to interfere with PROJECT construction activities. ODOT shall make use of the LPA's Right of Way Certification, as well as evaluate the LPA's and/or consultant's performance of the PROJECT real estate activities under Titles II and III of the Uniform Act, and, as appropriate, certify compliance to the FHWA. The LPA shall be liable to repay to ODOT all of the Federal funds disbursed to it under this Agreement if the certification of the LPA is found to be in error or otherwise invalid.
- 6.6 In the administration of this PROJECT, the LPA agrees to follow all procedures described in the ODOT Utilities Manual and 23 CFR Part 645. When applicable, the LPA shall enter into a utility relocation agreement with each utility prior to the letting of construction. No reimbursable construction costs shall be incurred by the LPA prior to the receipt of the "Authorization to Advertise" notification from ODOT. If such costs are incurred, ODOT may terminate this Agreement and cease all Federal funding commitments.
- 6.7 The LPA shall submit all subsequent modifications to the design of the PROJECT and/or any disposal of property rights acquired as part of the PROJECT to ODOT and FHWA for approval.
- 6.8 The LPA shall be responsible for any necessary railroad coordination and agreements. The LPA shall comply with the provisions of Title 23 of the Code of Federal Regulations and applicable chapters of the ORC regarding all activities relating to Railroad-Highway projects.
- 6.9 Consistent with sections 10.1 and 10.4 of this agreement, the LPA shall assure that, if any property acquired for this project is subsequently sold for less than fair market value, all Title VI requirements are included in the instrument which transfers the property. Consistent with sections 10.1 and 10.4 of this agreement, the LPA shall assure that if the LPA grants a permit or license for the property acquired for this project that the license or permit require the licensee or permit holder to adhere to all Title VI requirements.
7. ADVERTISING, SALE AND AWARD
- 7.1 The LPA shall not advertise for bids prior to the receipt of the "Authorization to Advertise" notification from ODOT. Should advertising or work commence prior to the receipt of the "Authorization to Advertise" notification, ODOT shall immediately terminate this Agreement and cease all Federal funding commitments.
- 7.2 Any use of sole source or proprietary bid items must be approved by the applicable ODOT district. All sole source or proprietary bid items should be brought to the attention of the LPA Coordinator as soon as possible so as not to cause a delay in the plan package submission process. Bid items for traffic signal and highway lighting projects must be in conformance with ODOT's Traffic Engineering Manual.
- 7.3 Once the LPA receives Federal authorization to advertise, the LPA may begin advertising activities. Whenever local advertisement requirements differ from Federal advertisement requirements, the Federal requirements shall prevail. The period between the first legal advertising date and the bid opening date shall be a minimum of twenty-one (21) calendar days. The LPA shall submit to ODOT any addendum to be issued during the advertisement period that changes estimates or materials.

ODOT shall review and approve such addendum for project eligibility. All addenda shall be distributed to all potential bidders prior to opening bids and selling the contracts.

- 7.4 The LPA must incorporate ODOT's LPA Bid Template in its bid documents. The template includes Form FHWA-1273, Required Contract Provisions, a set of contract provisions and proposal notices that are required by regulations promulgated by the FHWA and other Federal agencies, which must be included in all contracts as well as appropriate subcontracts and purchase orders.
- 7.5 The LPA shall require the contractor to be enrolled in, and maintain good standing in, the Ohio Bureau of Workers' Compensation Drug-Free Safety Program (DFSP), or a similar program approved by the Bureau of Workers' Compensation, and the LPA must require the same of any of its subcontractors.
- 7.6 Only pre-qualified contractors are eligible to submit bids for this PROJECT. Pre-qualification status must be in effect/current **at the time of award**. For work types that ODOT does not pre-qualify, the LPA must still select a qualified contractor. Subcontractors are not subject to the pre-qualification requirement. In accordance with FHWA Form 1273 Section VII and 23 CFR 635.116, the "prime" contractor must perform no less than 30 percent of the total original contract price. The 30-percent prime requirement does not apply to design-build contracts.
- 7.7 In accordance with ORC Section 153.54, et. seq., the LPA shall require that the selected contractor provide a performance and payment bond in an amount equal to at least 100 percent of its contract price as security for the faithful performance of its contract. ODOT shall be named an obligee on any bond. If the LPA has 100 percent locally-funded work product within this agreement, the LPA must allocate the correct percent of the performance and payment bond cost to the 100 percent locally-funded work product.
- 7.8 Before awarding a contract to the selected contractor, the LPA shall verify that the contractor is not subject to a finding for recovery under ORC Section 9.24, that the contractor has taken the appropriate remedial steps required under ORC Section 9.24, or that the contractor otherwise qualifies under the exceptions to this section. Findings for recovery can be viewed on the Auditor of State's website at <https://ohioauditor.gov/findings.html> . If the LPA fails to so verify, ODOT may immediately terminate this Agreement and release all Federal funding commitments.
- 7.9 Before awarding a contract to the selected contractor, the LPA shall verify that the contractor is an active registrant on the Federal System for Award Management (SAM). Pursuant to 48 CFR 9.404, contractors that have an active exclusion on SAM are excluded from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits. If the LPA fails to so verify, ODOT may immediately terminate this Agreement and release all federal funding commitments.
- 7.10 The LPA is prohibited from imposing any geographical hiring preference on any bidder in the LPA's bid documents or on any successful contractor in the LPA's award or contract for the construction of the PROJECT.
- 7.11 After analyzing all bids for completeness, accuracy, and responsiveness, per ORC 153.12, the LPA shall approve the award of the contract in accordance with laws and policies governing the LPA within 60 days after bid opening. Within 45 days of that approval, the LPA shall submit to ODOT notification of the project award by submitting a bid tabulation, a copy of the ordinance or resolution, and direct payment information as required in Attachment 2 of this agreement, if applicable.

**8. CONSTRUCTION CONTRACT ADMINISTRATION**

- 8.1 The LPA shall provide and maintain competent and adequate project management covering the supervision and inspection of the development and construction of the PROJECT. The LPA shall bear the responsibility of ensuring that construction conforms to the approved plans, surveys, profiles, cross sections and material specifications. If a consultant is used for engineering and/or inspection activities, the LPA must use a QBS process as required pursuant to ORC sections 153.65 through 153.71. Any construction contract administration or engineering costs incurred by the LPA or their consultant prior to the construction contract award date will not be eligible for reimbursement under this agreement.
- 8.2 The LPA must maintain a project daily diary that is up-to-date and contains the following information: all work performed, list of equipment utilized, project personnel and hours worked, pay quantities, daily weather conditions, special notes and instructions to the contractor, and any unusual events occurring on or adjacent to the project. Additionally, the LPA is responsible for documenting measurements, calculations, material quality, quantity, and basis for payment; change orders, claims, testing and results, traffic, inspections, plan changes, prevailing wage, EEO and DBE, if applicable. The LPA is responsible for ensuring all materials incorporated into the project comply with ODOT's Construction and Material Specifications and meet the requirements of Appendix J in the LATP Manual of Procedures.
- 8.3 The LPA shall certify both the quantity and quality of material used, the quality of the work performed, and the amount of construction engineering cost, when applicable, incurred by the LPA for the eligible work on the PROJECT, as well as at the completion of construction. The LPA shall certify that the construction is in accordance with the approved plans, surveys, profiles, cross sections and material specifications or approved amendments thereto.
- 8.4 The Federal-aid Highway Program operates on a reimbursement basis, which requires that costs actually be incurred and paid before a request is made for reimbursement. The LPA shall review and/or approve all invoices prior to payment and prior to requesting reimbursement from ODOT for work performed on the PROJECT. If the LPA is requests reimbursement, it must provide documentation of payment for the PROJECT costs requested. The LPA shall ensure the accuracy of any invoice in both amount and in relation to the progress made on the PROJECT. The LPA must submit to ODOT a written request for either current payment or reimbursement of the Federal/State share of the expenses involved, attaching copies of all source documentation associated with pending invoices or paid costs. To assure prompt payment, the measurement of quantities and the recording for payment should be performed on a daily basis as the items of work are completed and accepted.
- 8.5 ODOT shall pay, or reimburse, the LPA or, at the request of the LPA and with concurrence of ODOT, pay directly to the LPA's construction contractor ("Contractor"), the eligible items of expense in accordance with the cost-sharing provisions of this Agreement. If the LPA requests to have the Contractor paid directly, Attachment 2 to this Agreement shall be completed and submitted with the project bid tabulations, and the Contractor shall be required to establish Electronic Funds Transfer with the State of Ohio. ODOT shall pay the Contractor or reimburse the LPA within thirty (30) days of receipt of the approved Contractor's invoice from the LPA. When the LPA is requesting a direct payment to its Contractor, the LPA must provide documentation that the LPA has paid its share of the PROJECT costs.
- 8.6 The LPA shall notify ODOT of the filing of any mechanic's liens against the LPA's Contractor within three (3) business days of receipt of notice of lien. Failure to so notify ODOT or failure to process a mechanic's lien in accordance with the provisions of Chapter 1311 of the ORC may result in the

termination of this Agreement. Upon the receipt of notice of a mechanic's lien, ODOT reserves the right to (1) withhold an amount of money equal to the amount of the lien that may be due and owing to either the LPA or the Contractor; (2) terminate direct payment to the affected Contractor; or (3) take both actions, until such time as the lien is resolved.

- 8.7 Payment or reimbursement to the LPA shall be submitted to:

City of Zanesville  
Public Service Director  
401 Market Street  
Zanesville, Ohio 43701  
740-455-0601

- 8.8 If, for any reason, the LPA contemplates suspending or terminating the contract of the Contractor, it shall first seek ODOT's written approval. Failure to timely notify ODOT of any contemplated suspension or termination, or failure to obtain written approval from ODOT prior to suspension or termination, may result in ODOT terminating this Agreement and ceasing all Federal funding commitments.
- 8.9 If ODOT approves any suspension or termination of the contract, ODOT reserves the right to amend its funding commitment in paragraph 3.1 and, if necessary, unilaterally modify any other term of this Agreement in order to preserve its Federal mandate. Upon request, the LPA agrees to assign all rights, title, and interests in its contract with the Contractor to ODOT to allow ODOT to direct additional or corrective work, recover damages due to errors or omissions, and to exercise all other contractual rights and remedies afforded by law or equity.
- 8.10 Any LPA right, claim, interest, and/or right of action, whether contingent or vested, arising out of, or related to any contract entered into by the LPA for the work to be performed by the Contractor on this PROJECT (the Claim), may be subrogated to ODOT, and ODOT shall have all of the LPA's rights in/to the Claim and against any other person(s) or entity(ies) against which such subrogation rights may be enforced. The LPA shall immediately notify ODOT in writing of any Claim. The LPA further authorizes ODOT to sue, compromise, or settle any such Claim. It is the intent of the parties that ODOT be fully substituted for the LPA and subrogated to all of the LPA's rights to recover under such Claim(s). The LPA agrees to cooperate with reasonable requests from ODOT for assistance in pursuing any action on the subrogated Claim including requests for information and/or documents and/or to testify.
- 8.11 After completion of the PROJECT, and in accordance with Title 23 United States Code 116 and applicable provisions of the ORC, the LPA shall maintain the PROJECT to design standards and provide adequate maintenance activities for the PROJECT, unless otherwise agreed to by ODOT. The PROJECT must remain under public ownership and authority for 20 years unless otherwise agreed to by ODOT. If the PROJECT is not being adequately maintained, ODOT shall notify the LPA of any deficiencies, and if the maintenance deficiencies are not corrected within a reasonable amount of time, ODOT may determine that the LPA is no longer eligible for future participation in any Federally-funded programs.
- 8.12 The LPA must provide the final invoices, and final report (Appendix P) along with all necessary closeout documentation within 6 months of the physical completion date of the project. All costs must be submitted within 6 months of the established completion date. Failure to submit final invoices along with the necessary closeout documentation within the 6 month period may result in closeout of the project and loss of eligibility of any remaining Federal and or State funds.

CERTIFICATION AND RECAPTURE OF FUNDS

- 9.1 This Agreement is subject to the determination by ODOT that sufficient funds have been appropriated by the Ohio General Assembly to the State for the purpose of this Agreement and to the certification of funds by the Office of Budget and Management, as required by ORC section 126.07. If ODOT determines that sufficient funds have not been appropriated for the purpose of this Agreement or if the Office of Budget and Management fails to certify the availability of funds, this Agreement or any renewal thereof will terminate on the date funding expires.
- 9.2 Unless otherwise directed by ODOT, if for any reason the PROJECT is not completed in its entirety or to a degree acceptable to ODOT and FHWA, the LPA shall repay to ODOT an amount equal to the total funds ODOT disbursed on behalf of the PROJECT. In turn, ODOT shall reimburse FHWA an amount equal to the total sum of Federal dollars it has received for the PROJECT. If the LPA has not repaid ODOT in full an amount equal to the total funds ODOT disbursed on behalf of the project, any funds recovered from the performance and payment bond as required under section 7.7 shall be used to offset the Federal dollars reimbursed to FHWA.

10. NONDISCRIMINATION

- 10.1 In carrying out this Agreement, the LPA shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, ancestry, age, disability as that term is defined in the American with Disabilities Act, military status (past, present, or future), or genetic information. The LPA shall ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex, national origin, ancestry, age, disability, military status, or genetic information. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 10.2 The LPA agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, and in all solicitations or advertisements for employees placed by it, state that all qualified applicants shall receive consideration for employment without regard to race, religion, color, sex, national origin, ancestry, age, disability, military status, or genetic information. The LPA shall incorporate this nondiscrimination requirement within all of its contracts for any of the work on the PROJECT (other than subcontracts for standard commercial supplies or raw materials) and shall require all of its contractors to incorporate such requirements in all subcontracts for any part of such PROJECT work.
- 10.3 For any project in which the Engineer's Estimate exceeds \$500,000, the LPA shall ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, will have an equal opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided in conjunction with this Agreement. To meet this requirement, subcontractors who claim to be DBEs must be certified by ODOT. The LPA shall require that all contracts and other agreements it enters into for the performance of the PROJECT contain the following specific language:

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

## WAIVER PROCESS FOR DBE GOALS

In the event the Contractor is unable to meet the DBE Goal placed on this project, a request for waiver of all or part of the goal may be made to ODOT through the LPA. The Contractor must document the progress and efforts being made in securing the services of DBE subcontractors. In the event the Contractor is unable to meet the DBE Goal placed on this Local Let project, a request for a waiver of all or part of the goal may be made. The written request must indicate a good faith effort was made to meet the goal and be sent to the LPA contracting authority. The LPA forwards the request with recommended action to the ODOT District. The ODOT District then makes recommendation and forwards the request to Office of Contracts, 1980 West Broad Street, Mail Code 4110 Columbus, Ohio, 43223. There will be no extension of time for the project granted if the Contractor wishes to avail himself of this process. If an item of work subcontracted to a DBE firm is non-performed by LPA or the subject of an approved VECP, the Contractor may request a waiver for the portion of work excluded.

ODOT shall supply the percentage goal to the LPA upon review of the Engineer's Estimate. Prior to executing the contract with the contractor, the LPA must obtain written, signed documentation from the contractor that the DBE goal will be satisfied. The LPA, in turn, must provide such documentation to ODOT in order for ODOT to encumber the Federal/State funds.

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

(1) **Compliance with Regulations:** The LPA will comply with the regulations relative to nondiscrimination in Federally-assisted programs of the United States Department of Transportation (hereinafter "U.S. DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.

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

(2) **Nondiscrimination:** The LPA, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, or disability, in the selection and retention of contractors or subcontractors, including procurements of materials and leases of equipment. The LPA will not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations, as well as the ADA/504 regulations.

(3) **Solicitations for Contractors or Subcontractors, including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the LPA for work to be performed under a contract or subcontract, including procurements of materials or leases of equipment, each potential contractor, subcontractor, or supplier will be notified by the LPA of the LPA's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, or disability.

(4) **Information and Reports:** The LPA will provide all information and reports required by the Regulations or directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the STATE or FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions.

Where any information required of the LPA is in the exclusive possession of another who fails or refuses to furnish this information, the LPA will so certify to the STATE or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

(5) **Sanctions for Noncompliance:** In the event of the LPA's noncompliance with the nondiscrimination provisions of this contract, the STATE will impose such contract sanctions as it or FHWA may determine to be appropriate, including, but not limited to:

- (a) withholding of payments to the LPA under the contract until the LPA complies, and/or
- (b) cancellation, termination or suspension of the contract, in whole or in part.

(6) **Incorporation of Provisions:** The LPA will include the provisions of paragraphs (1) through (5) above in every contract or subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The LPA will take such action with respect to any contractor or subcontractor procurement as the STATE or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event the LPA becomes involved in, or is threatened with, litigation with a contractor, subcontractor, or supplier as a result of such direction, the LPA may request the STATE to enter into such litigation to protect the interests of the STATE, and, in addition, the LPA may request the United States to enter into such litigation to protect the interests of the United States.

## 11. DATA, PATENTS AND COPYRIGHTS - PUBLIC USE

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

12. TERMINATION; DEFAULT AND BREACH OF CONTRACT

- 12.1 Neglect or failure of the LPA to comply with any of the terms, conditions, or provisions of this Agreement, including misrepresentation of fact, may be an event of default, unless such failure or neglect are the result of natural disasters, strikes, lockouts, acts of public enemies, insurrections, riots, epidemics, civil disturbances, explosions, orders of any kind of governments of the United States or State of Ohio or any of their departments or political subdivisions, or any other cause not reasonably within the LPA's control. If a default has occurred, ODOT may terminate this agreement with thirty (30) days written notice, except that if ODOT determines that the default can be remedied, then ODOT and the LPA shall proceed in accordance with sections 12.2 through 12.4 of this Agreement.
- 12.2 If notified by ODOT in writing that it is in violation of any of the terms, conditions, or provisions of this Agreement, and a default has occurred, the LPA shall have thirty (30) days from the date of such notification to remedy the default or, if the remedy will take in excess of thirty (30) days to complete, the LPA shall have thirty (30) days to satisfactorily commence a remedy of the causes preventing its compliance and curing the default situation. Expiration of the thirty (30) days and failure by the LPA to remedy, or to satisfactorily commence the remedy of, the default whether payment of funds has been fully or partially made, shall result in ODOT, at its discretion, declining to make any further payments to the LPA, or in the termination of this Agreement by ODOT. If this Agreement is terminated, the LPA may be liable to repay to ODOT all of the Federal funds disbursed to it under this Agreement.
- 12.3 The LPA, upon receiving a notice of termination from ODOT for default, shall cease work on the terminated activities covered under this Agreement. If so requested by ODOT, the LPA shall assign to ODOT all its rights, title, and interest to any contracts it has with any consultants or contractors. Otherwise, the LPA shall terminate all contracts and other agreements it has entered into relating to such covered activities, take all necessary and appropriate steps to limit disbursements and minimize any remaining costs. At the request of ODOT, the LPA may be required to furnish a report describing the status of PROJECT activities as of the date of its receipt of notice of termination, including results accomplished and other matters as ODOT may require.
- 12.4 No remedy herein conferred upon or reserved by ODOT is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or option accruing to ODOT upon any default by the LPA shall impair any such right or option or shall be construed to be a waiver thereof, but any such right or option may be exercised from time to time and as often as may be deemed expedient by ODOT.

13. THIRD PARTIES AND RESPONSIBILITIES FOR CLAIMS

- 13.1 Nothing in this Agreement shall be construed as conferring any legal rights, privileges, or immunities, or imposing any legal duties or obligations, on any person or persons other than the parties named in this Agreement, whether such rights, privileges, immunities, duties, or obligations be regarded as contractual, equitable, or beneficial in nature as to such other person or persons. Nothing in this Agreement shall be construed as creating any legal relations between the Director and any person performing services or supplying any equipment, materials, goods, or supplies for the PROJECT sufficient to impose upon the Director any of the obligations specified in section 126.30 of the ORC.

12

- 13.2 The LPA hereby agrees to accept responsibility for any and all damages or claims for which it is legally liable arising from the actionable negligence of its officers, employees or agents in the performance of the LPA's obligations made or agreed to herein.

14. NOTICE

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

If to the LPA:

City of Zanesville  
Public Service Director  
401 Market Street  
Zanesville, Ohio 43701

If to ODOT:

The Ohio Department of Transportation  
District 5 Planning & Engineering Administrator  
9600 Jacksontown Road  
Jacksontown, Ohio 43030

15. GENERAL PROVISIONS

- 15.1 Recovery of Direct Labor, Overhead, and/or Fringe Costs:

To be eligible to recover any costs associated with the LPA's internal labor forces used on this project, the LPA shall make an appropriate selection below:<sup>1</sup>

1. Direct Labor only (no indirect cost recovery for fringe benefit or overhead costs)
2. Direct Labor plus indirect costs determined using the Federal De Minimis Indirect Cost Rate<sup>2</sup>
3. Direct Labor plus Approved Fringe Benefit Costs (fringe benefits only)<sup>3</sup>
4. Direct Labor plus indirect costs determined using the approved applicable Cost Allocation Plan rate<sup>4</sup>
5. No cost recovery of any LPA direct labor, fringe benefits, or overhead costs.

For any labor costs to be eligible for reimbursement with Federal and State funds, the LPA shall meet all timekeeping requirements outlined in 2 CFR Part 200 and the ODOT LPA Cost Recovery Guidance, including ODOT Questions and Answers<sup>5</sup> and related supplementary guidance, as applicable. Additionally, if the LPA elects to recover fringe and/or indirect costs, the LPA shall follow 2 CFR Part 200 and the LATP Manual of Procedures.

- 15.2 Financial Reporting and Audit Requirements: The LPA shall comply with the financial reporting and audit requirements of 2 CFR Part 200.

<sup>1</sup> **Note:** If a timely election is not made at the time of contract execution, the cost recovery method will default to Option 5: No cost recovery of any LPA direct labor, fringe benefits, or overhead costs.

<sup>2</sup> The De Minimis Indirect Cost Rate is 10 percent of modified total direct costs (MTDC) per 2 CFR §200.414. Regardless of whether the LPA prepares a CAP or uses the 10-percent de minimis rate, LPAs are required to maintain Federally-compliant time-tracking systems. Accordingly, LPAs are permitted to bill for labor costs and associated indirect costs only if such costs are accumulated, tracked, and allocated in accordance with such systems. Before an LPA is eligible to elect the de minimis rate on any project, the LPA's time-tracking system and methods for tracking other project costs must be reviewed and approved by the ODOT Office of External Audits. To obtain this approval, LPAs will be required to complete an Internal Control Questionnaire (ICQ), and LPAs with compliant time-tracking systems will be granted approval (be prequalified) to apply the de minimis rate.

<sup>3</sup> Annually, the LPA shall submit an updated rate for review and approval by the ODOT Office of External Audits.

<sup>4</sup> Annually, the LPA shall submit an updated rate for review and approval by the ODOT Office of External Audits.

<sup>5</sup> Question and Answer guidance can be found at the following web address:

[http://www.dot.state.oh.us/Divisions/Planning/LocalPrograms/Locallet%20Manual/LPA%20Questions%20and%20Answers%20Re%202%20CFR%20200%20\(latest\)%20\(2\).pdf](http://www.dot.state.oh.us/Divisions/Planning/LocalPrograms/Locallet%20Manual/LPA%20Questions%20and%20Answers%20Re%202%20CFR%20200%20(latest)%20(2).pdf)

The LPA must submit performance reports at the interval required by the Federal awarding agency and pass-through entity. Annual reports must be due 90 calendar days after the reporting period; quarterly and semi-annual reports must be due 30 calendar days after the reporting period. Alternatively, ODOT may require annual reports before the anniversary dates of multiple year Federal awards.<sup>6</sup>

LPAs that expend \$750,000 or more in the LPA's fiscal year in Federal awards must have a Single Audit, or program-specific audit, conducted for that year in accordance with 2 CFR §200.501.

Federal and State funds expended to or on behalf of a subrecipient must be recorded by the subrecipient (LPA). The LPA is responsible for tracking these payments throughout the life of the project in order to ensure an accurate Schedule of Expenditures of Federal Award (hereinafter referred to as *Schedule*) is provided for 20.205 funding. The LPA must identify each ODOT PID and/or Project and the corresponding expenditures on its Schedule separately. LPAs are responsible for ensuring funds related to this PROJECT are reported when the activity related to the Federal award occurs.<sup>7</sup> The LPA is required to report its own expenditures, in addition to any expenditures made by ODOT for the project in the applicable Schedule when the expenditure was made. When a Schedule is not accurately reported for the project, the LPA will be required to make corrections to past, current, and possibly future Schedules and Audit Reports to ensure Federal funds are accurately reported in the correct fiscal year matching the project expenditure. The LPA is required to report all Federal funds received, or expended on its behalf, regardless to differences in the LPA expenditure date and ODOT reimbursement date.

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

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

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

- 15.4 *Ohio Ethics Laws:* LPA agrees that it they are currently in compliance and will continue to adhere to the requirements of Ohio Ethics law as provided by Section 102.03 and 102.04 of the ORC.
- 15.5 **[Conditional]** *State Property Drug-Free Workplace Compliance:* In accordance with applicable State and Federal laws, rules, and policy, the LPA shall make a good faith effort to ensure that its employees and its contractors will not purchase, transfer, use, or possess alcohol or a controlled substance while working on State property.

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<sup>6</sup> See 2 CFR §200.328.

<sup>7</sup> Per 2 CFR §200.502

- 15.6 **Governing Law:** This Agreement and any claims arising out of this Agreement shall be governed by the laws of the State of Ohio. Any provision of this Agreement prohibited by the laws of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this Agreement or the performance thereunder shall be brought only in the courts of Ohio, and the LPA hereby irrevocably consents to such jurisdiction. To the extent that ODOT is a party to any litigation arising out of or relating in any way to this Agreement or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.
  
- 15.7 **Assignment:** Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned by either party hereto without the prior express written consent of the other party.
  
- 15.8 **Merger and Modification:** This Agreement and its attachments constitute the entire Agreement between the parties. All prior discussions and understandings between the parties are superseded by this Agreement. Unless otherwise noted herein, this Agreement shall not be altered, modified, or amended except by a written agreement signed by both parties hereto.
  
- 15.9 **Severability:** If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or the ability to enforce the remainder of this Agreement. All provisions of this Agreement shall be deemed severable.
  
- 15.10 **Signatures:** Any person executing this Agreement in a representative capacity hereby represents that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.

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

LPA: \_\_\_\_\_

**STATE OF OHIO  
OHIO DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_

By: \_\_\_\_\_  
Jerry Wray  
Director

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Attachment 1**

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

USES	LPA FUNDS			FHWA FUNDS			STATE FUNDS			TOTAL
	Amount	%	SAC	Amount	%	SAC	Amount	%	SAC	
PRELIMINARY DEVELOPMENT										
FINAL DESIGN, CONSTRUCTION PLANS & SPECIFICATIONS										
ACQUISITION OF RIGHT OF WAY & UTILITY RELOCATION										
PROJECT CONSTRUCTION COSTS	\$256,000.00	20	LNTP	\$1,024,000.00	80	ATA7/ ZA05				\$1,280,000.00
INSPECTION	\$10,200.00	20	LNTP	\$40,800.00	80	ATA7/ ZA05				\$51,000.00
<b>TOTALS</b>	<b>\$266,200.00</b>	<b>20</b>	<b>LNTP</b>	<b>\$1,064,800.00</b>	<b>80</b>	<b>ATA7/ ZA05</b>				<b>\$1,331,000.00</b>

**Attachment 2**

MUS-NORTHPOINTE DRIVE

PID NUMBER 99934

AGREEMENT NUMBER 26992

606-631-562  
DUNS NUMBER

**DIRECT PAYMENT OF CONTRACTOR**

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

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

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

Contractor Name:  
Oaks Vendor ID:  
Mailing Address:

LPA signature

LPA Name:  
Oaks Vendor ID:  
Mailing Address:

\_\_\_\_\_  
Approved, ODOT signature

Department of Public Service  
Jay D. Bennett, Director



ORDINANCE NO. 15 - 122  
INTRODUCED BY COUNCIL

**AN ORDINANCE AUTHORIZING THE PROPER CITY OFFICIAL TO ACCEPT GRANT FUNDING THROUGH THE LAND AND WATER CONSERVATION FUND FOR REPLACEMENT OF THE PLAY STRUCTURES AT KIDZVILLE, LOCATED AT RIVERSIDE PARK, AND DECLARING AN EMERGENCY.**

**WHEREAS**, through Ordinance 15-48, City Council authorized an application to the Land and Water Conservation Fund for a grant for replacement equipment at Kidzville at Riverside Park in the amount of \$150,000; and

**WHEREAS**, the City has received approval for grant funding from the Land and Water Conservation Fund; and

**WHEREAS**, an ordinance is required in order for the City to accept said funding; and

**WHEREAS**, to ensure the timely return of the grant, this ordinance needs to be passed as an emergency.

**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 accept and execute grant funding in the amount of \$150,000 from the Land and Water Conservation Fund for improvements at Kidzville at Riverside Park, and this Grant Agreement attached hereto as Attachment A.

**SECTION TWO:** The City of Zanesville does agree to obligate the funds during the fiscal year of 2016, required to satisfactorily complete the proposed project and become eligible for reimbursement under the terms of the Land and Water Conservation Fund.

**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

\_\_\_\_\_  
JEFF TILTON,  
Mayor

**THIS LEGISLATION APPROVED AS TO FORM**

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

## Ordinance 15-122

### Steps to Complete your Land and Water Conservation Fund Grant Project

1. Sign the state-local project agreement & mail it back to the Ohio Department of Natural Resources (ODNR), Office of Real Estate for ODNR signatures. When you receive your copy of the **signed and executed** state-local project agreement by mail, you may begin your project, including preparation of plans and specs, if they are an approved component of your project.
2. All plans and specifications must be reviewed and approved by ODNR before advertising for bids or contractually obligating yourself for construction. For the protection of the health, safety and welfare of the public construction plans should be stamped and signed by a registered professional engineer, architect or landscape architect as appropriate to the project. (Contact the Grant Manager if you think this may not apply to your project.) You will be notified when your plans are approved, and may then proceed to advertise for bids, if applicable. In accordance federal requirements all contracts of \$100,000 or more must be competitively bid, unless more restrictive provisions of state law apply. For smaller purchases, price or rate quotations must be obtained from an adequate number of qualified sources.
3. Prior to grant assisted land acquisition, an appraisal must be submitted to ODNR for approval. All properties valued at \$10,000 or more must be appraised using a narrative summary or self-contained appraisal conforming to USPAP guidelines, prepared by a Certified General Appraiser. (If the value is less than \$25,000, call the Grant Manager.) ODNR maintains a list of approved appraisers. See <http://realestate.ohiodnr.gov/outdoor-recreation-facility-grants> for additional information.
4. If you would like to make significant changes to the scope or design of your project, or if you will be unable to complete your project by the end date of your project agreement (underlined and bolded on the state-local project agreement) please contact the Grant Manager. An extension may be granted, but a one-time 5 point penalty may deducted on your next grant application.
5. Submit all partial and final reimbursement requests to the ODNR Office of Real Estate. See the LWCF Procedural Guide for the necessary forms. <http://realestate.ohiodnr.gov/outdoor-recreation-facility-grants> If documentation is complete and accurate, reimbursements will usually be made within sixty days.

√	<b>Checklist of Documents Required for Reimbursement</b>
	Itemized list of purchases, expenses, etc. certified with the signature of the appropriate official. Stipulate if reimbursement request is partial or final, and if it is your 1 <sup>st</sup> , 2 <sup>nd</sup> , 3 <sup>rd</sup> etc request. This information, known as performance report, should be submitted on your letterhead. (LWCF Procedural Guide - Appendixes E, F, G & H)
	Copies of all invoices, cancelled checks and/or EFT documentation.
	Signed Certificate of Authority form assuring compliance with all local laws regulating and governing the procurement of goods and/or services by competitive bidding. (LWCF Procedural Guide - Appendix C)
	Bid tabulations for competitively bid projects, low bid proposal and copy of signed contract with contractor(s).
	Completed Real Estate Acquisition forms within LWCF Acquisition Procedural Guide, if applicable.
	With your <i>final</i> reimbursement request: Notarized and Recorded Notice of Grant Agreement. (LWCF Procedural Guide – Appendix O)
	With your <del>your</del> <i>final</i> reimbursement request: An 'As Built' map showing grant assisted facility(s) - please highlight - and all major park elements & adjacent streets. This map can be hand drawn.
	With your <i>final</i> reimbursement request: Photos of project, including a photo of installed grant acknowledgement sign. (Signs may be purchased from ODNR, or digital artwork will be provided upon request.)
<i>Additional information may be required. See LWCF Procedural Guides for all forms.</i> <a href="http://realestate.ohiodnr.gov/outdoor-recreation-facility-grants">http://realestate.ohiodnr.gov/outdoor-recreation-facility-grants</a>	

**Questions? Please contact:** Mary Fitch  
 Ohio Department of Natural Resources  
 2045 Morse Rd. E-2  
 Columbus, Ohio 43229-6693  
 (614) 265-6477 Fax: (614) 267-4764  
[mary.fitch@dnr.state.oh.us](mailto:mary.fitch@dnr.state.oh.us)

10-7-15

**These steps are *only an overview* of the grant process. For additional detail, please refer to the LWCF Procedural Guide <http://ohiodnr.gov/portals/realestate/pdfs/grants/natureworks/natureworks-procedural-guide.pdf>**

# Ordinance 15-122

## LAND & WATER CONSERVATION FUND PROGRAM STATE/LOCAL PROJECT AGREEMENT

The state of Ohio, represented by the Ohio Department of Natural Resources, and **City of Zanesville** (hereinafter referred to as the Recipient Public Agency) agree to provide an outdoor recreation improvement project as follows:

**Kidzville Splash Pad**                      **39-01423**

- A. The Recipient Public Agency agrees to **replace an old play structure with new play structure** for public outdoor recreation purposes. Location of project: **Riverside Park**

The Recipient Public Agency signatory to this Land & Water Conservation Fund State/Local Project Agreement agrees to complete this project on or before November 30th, 2017.

The project period commenced on **October 15, 2015** and shall terminate at the end of the stated or amended project period unless the project is completed or terminated sooner in which event the project shall end on the date of completion or termination.

The Recipient Public Agency agrees to operate, maintain and keep for public outdoor recreation purposes the property or facilities acquired or developed pursuant to this agreement, as identified in Exhibit A, 'Boundary Map', attached hereto. The property identified on said Exhibit A shall not be converted to other than public outdoor recreation use or transferred through deed or easement without the approval of the Ohio Department of Natural Resources and the Secretary of the U.S. Department of Interior. Such a conversion must be in accord with the then existing Ohio Statewide Comprehensive Outdoor Recreation Plan, and the Recipient Public Agency's provision of outdoor recreation property(s) of at least equal fair market value and reasonably equivalent usefulness and location as replacement parkland must be assured. Such replacement properties must be approved by the Ohio Department of Natural Resources and the National Park Service, U.S. Department of Interior. Should the Recipient Public Agency convert funded property identified on said Exhibit A without the approval of the aforementioned state and federal agencies, the Recipient Public Agency may become ineligible for further grant funding through the Ohio Department of Natural Resources until the condition of noncompliance is rectified to the satisfaction of the Ohio Department of Natural Resources and the National Park Service.

The Recipient Public Agency hereby represents and warrants that there are not now, and there will not be, any restrictions of record with respect to the property identified in Exhibit A, including without limitation, any encumbrances, liens or other matters, which would interfere with or otherwise impair the use of the property as a public parks and recreation facility. The Recipient Public Agency represents that it is the fee simple owner of the property on which the Project is or will be located, as described in said Exhibit A, and that the only restrictions of record with respect to the property are (a) any state of facts which an accurate survey might show, (b) all zoning regulations, restrictions, rules and ordinances, and other laws and regulations now in effect or hereafter adopted by any Governmental Authorities having jurisdiction over the property and (c) all matters of record pertaining to the property, including dedicated public rights-of-way and the items identified on said Exhibit A.

The Recipient Public Agency further agrees to (1) perform in compliance with the terms, promises, conditions, construction plans, specifications, estimates, procedures, maps, and assurances set forth in the Project Proposal; and shall secure compliance with all applicable federal, state and local laws and regulations; (2) promptly submit to the State of Ohio, such reports and documents as the Ohio Department of Natural Resources may request; (3) report any and all income gained on the property or facilities during the project period; (4) establish a separate special account for the funds for the acquisition and/or development of the property. The State reserves the right to audit this special account, either during or after completion of the Project; (5) prominently display a Land & Water Conservation Fund acknowledgment sign at the site or facility acquired or developed with Land & Water Conservation Fund grant assistance in accordance with the Land & Water Conservation Fund Procedural Guide.

- B. The State of Ohio hereby agrees to (1) obligate the Recipient Public Agency funding assistance not to exceed **\$150,000.00** from the Land & Water Conservation Fund Local Assistance Grant Program; (2) upon receipt of tangible proof of actual eligible costs paid by the Recipient Public Agency in performing this agreement, reimburse the Recipient Public Agency funds equal to no more than fifty percent of such eligible costs. Funds for this project have been encumbered by Contract Encumbrance Record Number \_\_\_\_\_ and are so certified by the Director of Budget and Management on \_\_\_\_\_.
- C. Obligations of the State of Ohio are subject to the provisions of the Ohio Revised Code Section 126.07 which provides that the Director of Budget and Management must certify that there is a balance in the appropriation which may satisfy the contractual obligation.
- D. The State of Ohio and the Recipient Public Agency mutually agree to perform this agreement in accordance with the policies and procedures set forth by the U.S. Department of Interior and the guidelines set forth in the Land & Water Conservation Fund Local Assistance Grant Program Procedural Guide. Failure to comply with or show sufficient progress in complying may result in the termination of this agreement. In the event of termination all unused funds shall be retained by the U.S. Department of Interior.
- E. The property will be operated and maintained so as to be safe, attractive, and inviting to the public. Sanitation and sanitary facilities will be maintained to comply with applicable state and local health standards. Buildings, recreation and support facilities, and other improvements will be kept in reasonable repair throughout their estimated life expectancy to prevent undue deterioration.
- F. Any new facility constructed on an area purchased or developed with Land & Water Conservation Fund funds will, whenever possible, be designed to accommodate people with disabilities. The facility will be made available to all persons regardless of race, color, religion, sex, national origin, handicap, military status, age or ancestry. Any modifications to existing structures will also include handicap accessible design considerations. It is understood

## Ordinance 15-122

that this requirement is applicable to any construction occurring on a Land & Water Conservation Fund assisted area, regardless of the funding source for the improvement.

- G. User fees charged for facilities acquired or developed with Land & Water Conservation Fund grant dollars will be reasonable for all users and will not create unfair competition with private enterprises offering similar services. Excess revenues from user fees at the project site will be returned to the public in the form of expanded facilities or services at the funded site.
- H. All new or replacement utility lines on land purchased or developed with Land & Water Conservation Fund assistance will be placed underground.
- I. Discrimination on the basis of residence, including preferential fees, reservations, membership systems, is prohibited, except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence. Compliance with federal, state, and local laws pertaining to non-discrimination in employment practices, facility and area use, minimum wages, conflict of interest, solicitations for contract bids, bid awards, etc., will be met at all times. No person will be discriminated against or be excluded from participating in any program or activity on the grounds of race, color, religion, sex, national origin, handicap, military status, age or ancestry.
- J. The Recipient Public Agency will cause work on the project to be commenced within a reasonable time after receipt of notification that funds have been approved and assure that the project will be prosecuted to completion with reasonable diligence.
- K. The Recipient Public Agency will require the facility to be designed to comply with the Architectural Barriers Act of 1968 (Public Law 90-480), DOI Section 504 Regulations (43 CFR Part 17). The Recipient Public Agency will be responsible to ensure compliance with these specifications by the contractor.
- L. The Recipient Public Agency will comply with the terms of Title II and Title III, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646), 94 Stat. 1894 (1970), and O.R.C. Section 163 for all real property acquisitions, and where applicable shall assure that these requirements have been complied with for property to be developed with assistance under the project agreement.

In witness whereof, the parties hereto have executed this agreement as of the date entered below:

**STATE OF OHIO DEPARTMENT OF  
NATURAL RESOURCES:**

**City of Zanesville**

By \_\_\_\_\_  
Paul R. Baldrige, Chief  
Office of Real Estate  
As Designee For:  
James Zehringer, Director

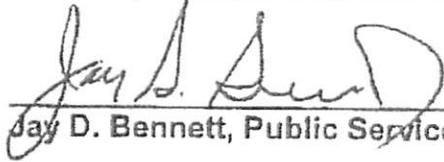
By \_\_\_\_\_  
Signed

Title: \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

As an official designee of the City of Zanesville, I certify that the City of Zanesville understands that the property identified on this boundary map cannot be converted from public outdoor recreation during the compliance period without the written approval of the Director of the Ohio Department of Natural Resources.



Jay D. Bennett, Public Service Director

Riverside Park located on part of lot 16 of the Underwoods Reservation containing 124± acres.



N

0 750 1,500 3,000 4,500 6,000 Feet

EXHIBIT A

LWCF 8(7)3  
Boundary Map  
Project #: 39 - 01423  
Project Name: Kidzville Replacement Project  
Acres-New: 124 Existing: \_\_\_\_\_  
Control: \_\_\_\_\_  
Date: July 14, 2015  
Signature: 