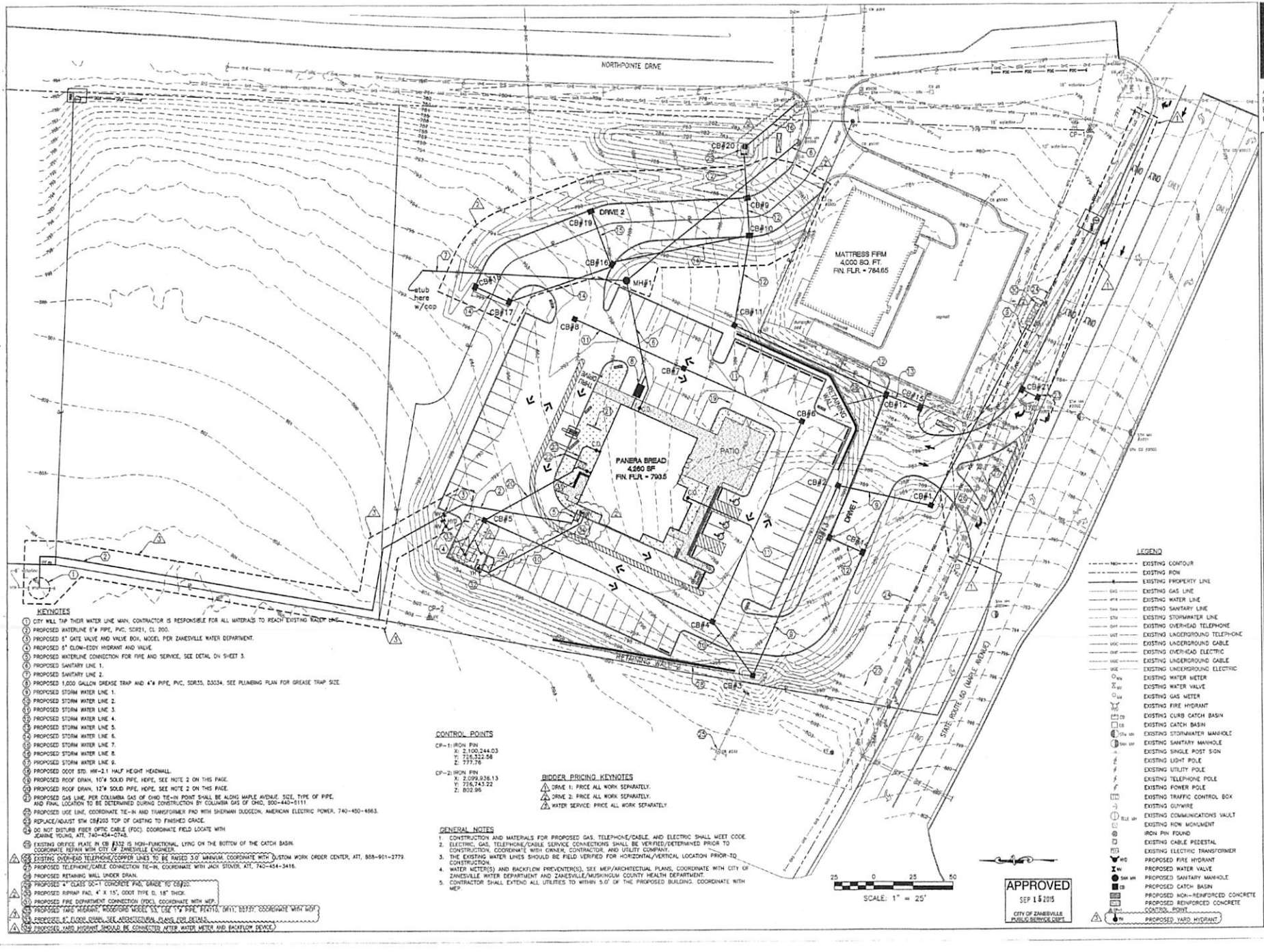
Ordinance 15-134
Exhibit C
Map ofPublic Infrastructure Improvements



KEYNOTES

1. CITY WILL TAP THEIR WATER LINE MAIN. CONTRACTOR IS RESPONSIBLE FOR ALL MATERIALS TO REACH EXISTING WATER LINE.
2. PROPOSED WATERLINE 6"ø PIPE, PVC, SDR21, CL 200.
3. PROPOSED 6" GATE VALVE AND VALVE BOX, MODEL PER ZANESVILLE WATER DEPARTMENT.
4. PROPOSED 6" CLOW-EDDY HYDRANT AND VALVE.
5. PROPOSED WATERLINE CONNECTION FOR FIRE AND SERVICE, SEE DETAIL ON SHEET 3.
6. PROPOSED SANITARY LINE 1.
7. PROPOSED SANITARY LINE 2.
8. PROPOSED 1,000 GALLON GREASE TRAP AND 4"ø PIPE, PVC, SDR35, D3034. SEE PLUMBING PLAN FOR GREASE TRAP SIZE.
9. PROPOSED STORM WATER LINE 1.
10. PROPOSED STORM WATER LINE 2.
11. PROPOSED STORM WATER LINE 3.
12. PROPOSED STORM WATER LINE 4.
13. PROPOSED STORM WATER LINE 5.
14. PROPOSED STORM WATER LINE 6.
15. PROPOSED STORM WATER LINE 7.
16. PROPOSED STORM WATER LINE 8.
17. PROPOSED STORM WATER LINE 9.
18. PROPOSED ODOT STD. HW-2.1 HALF HEIGHT HEADWALL.
19. PROPOSED ROOF DRAIN, 10"ø SOLID PIPE, HDPE, SEE NOTE 2 ON THIS PAGE.
20. PROPOSED ROOF DRAIN, 12"ø SOLID PIPE, HDPE, SEE NOTE 2 ON THIS PAGE.
21. PROPOSED GAS LINE, PER COLUMBIA GAS OF OHIO TIE-IN POINT SHALL BE ALONG MAPLE AVENUE. SIZE, TYPE OF PIPE, AND FINAL LOCATION TO BE DETERMINED DURING CONSTRUCTION BY COLUMBIA GAS OF OHIO, 800-440-6111.
22. PROPOSED UGE LINE, COORDINATE TIE-IN AND TRANSFORMER PAD WITH SHERMAN DUDGEON, AMERICAN ELECTRIC POWER, 740-450-4863.
23. REPLACE/ADJUST STM CB#203 TOP OF CASTING TO FINISHED GRADE.
24. DO NOT DISTURB FIBER OPTIC CABLE (FOC). COORDINATE FIELD LOCATE WITH JEANINE YOUNG, ATT, 740-454-0748.
25. EXISTING ORIFICE PLATE IN CB #332 IS NON-FUNCTIONAL, LYING ON THE BOTTOM OF THE CATCH BASIN. COORDINATE REPAIR WITH CITY OF ZANESVILLE ENGINEER.
26. EXISTING OVERHEAD TELEPHONE/COPPER LINES TO BE RAISED 3.0' MINIMUM. COORDINATE WITH CUSTOM WORK ORDER CENTER, ATT, 888-901-2779.
27. PROPOSED TELEPHONE/CABLE CONNECTION TIE-IN. COORDINATE WITH JACK STOVER, ATT, 740-454-3416.
28. PROPOSED RETAINING WALL UNDER DRAIN.
29. PROPOSED 4" CLASS QC-1 CONCRETE PAD, GRADE TO CB#20.
30. PROPOSED RIPRAP PAD, 4' X 15', ODOT TYPE D, 18" THICK.
31. PROPOSED FIRE DEPARTMENT CONNECTION (FDC). COORDINATE WITH MEP.
32. PROPOSED YARD HYDRANT, WOODFORD MODEL 33, USE 1"ø PIPE, P14710, D6111, D3737. COORDINATE WITH MEP.
33. PROPOSED 6" FLOOR DRAIN. SEE ARCHITECTURAL PLANS FOR DETAILS.
34. PROPOSED YARD HYDRANT SHOULD BE CONNECTED AFTER WATER METER AND BACKFLOW DEVICE.

CONTROL POINTS

CP-1: IRON PIN
X: 2,100,244.03
Y: 735,322.58
Z: 797.76

CP-2: IRON PIN
X: 2,099,936.13
Y: 735,743.22
Z: 802.96

BIDDER PRICING KEYNOTES

1. DRIVE 1: PRICE ALL WORK SEPARATELY.
2. DRIVE 2: PRICE ALL WORK SEPARATELY.
3. WATER SERVICE: PRICE ALL WORK SEPARATELY.

GENERAL NOTES

1. CONSTRUCTION AND MATERIALS FOR PROPOSED GAS, TELEPHONE/CABLE, AND ELECTRIC SHALL MEET CODE.
2. ELECTRIC, GAS, TELEPHONE/CABLE SERVICE CONNECTIONS SHALL BE VERIFIED/DETERMINED PRIOR TO CONSTRUCTION, COORDINATE WITH OWNER, CONTRACTOR, AND UTILITY COMPANY.
3. THE EXISTING WATER LINES SHOULD BE FIELD VERIFIED FOR HORIZONTAL/VERTICAL LOCATION PRIOR TO CONSTRUCTION.
4. WATER METER(S) AND BACKFLOW PREVENTER(S), SEE MEP/ARCHITECTUAL PLANS, COORDINATE WITH CITY OF ZANESVILLE WATER DEPARTMENT AND ZANESVILLE/MUSKINGUM COUNTY HEALTH DEPARTMENT.
5. CONTRACTOR SHALL EXTEND ALL UTILITIES TO WITHIN 5.0' OF THE PROPOSED BUILDING. COORDINATE WITH MEP.

LEGEND

- EXISTING CONTOUR
- EXISTING ROW
- EXISTING PROPERTY LINE
- EXISTING GAS LINE
- EXISTING WATER LINE
- EXISTING SANITARY LINE
- EXISTING STORMWATER LINE
- EXISTING OVERHEAD TELEPHONE
- EXISTING UNDERGROUND TELEPHONE
- EXISTING UNDERGROUND CABLE
- EXISTING OVERHEAD ELECTRIC
- EXISTING UNDERGROUND ELECTRIC
- EXISTING WATER METER
- EXISTING WATER VALVE
- EXISTING GAS METER
- EXISTING FIRE HYDRANT
- EXISTING CURB CATCH BASIN
- EXISTING CATCH BASIN
- EXISTING STORMWATER MANHOLE
- EXISTING SANITARY MANHOLE
- EXISTING SINGLE POST SIGN
- EXISTING LIGHT POLE
- EXISTING UTILITY POLE
- EXISTING TELEPHONE POLE
- EXISTING POWER POLE
- EXISTING TRAFFIC CONTROL BOX
- EXISTING GUYWIRE
- EXISTING COMMUNICATIONS VAULT
- EXISTING ROW MONUMENT
- IRON PIN FOUND
- EXISTING CABLE PEDESTAL
- EXISTING ELECTRIC TRANSFORMER
- PROPOSED FIRE HYDRANT
- PROPOSED WATER VALVE
- PROPOSED SANITARY MANHOLE
- PROPOSED CATCH BASIN
- PROPOSED NON-REINFORCED CONCRETE
- PROPOSED REINFORCED CONCRETE
- CONTROL POINT
- PROPOSED YARD HYDRANT

APPROVED
SEP 16 2015
CITY OF ZANESVILLE
PUBLIC SERVICE DEPT.

MJM ARCHITECTS
ARCHITECTURE
PLANNING
ENGINEERING
GRAPHICS
106 BROADWAY
4TH FLOOR
NASHVILLE, TN
37201
(p) 615.244.8170
(f) 615.244.8141
www.mjmarch.com

Linn Engineering, Inc.
Civil Engineering Consultants
P.O. Box 2086
Zanesville, Ohio 43702-2086
740-452-7434

ANCHOR
RETAIL
SOLUTIONS
3805 EDWARDS ROAD
SUITE 410
CINCINNATI, OH 45209

PANERA BREAD
SHELL
MAPLE AVE.
ZANESVILLE, OH 43701

PERMIT SET
07.16.15
15033

NO.	DESCRIPTION	DATE
1	REV. FENCE TYPE	8/5/15
2	REV. COZ	8/21/15
3	CMU PER PANERA	8/28/15
4	A&E PER PANERA	9/9/15

UTILITY PLAN

C09.0

Department of Community Development
Jay D. Bennett, Director

ORDINANCE NO. 15-135
INTRODUCED BY COUNCIL

AN ORDINANCE AUTHORIZING THE DIRECTOR OF COMMUNITY DEVELOPMENT TO ENTER INTO A DEVELOPERS AGREEMENT WITH ARS PROPERTY ACQUISITIONS FOR THE PURPOSE OF CONSTRUCTING PUBLIC IMPROVEMENTS WITHIN THE TAX INCREMENT FINANCE EXEMPTION ESTABLISHED IN ORDINANCE 15-100.

WHEREAS, the City of Zanesville passed Ordinance 15-100 which declared the improvement to certain real property (herein referred to as the "TIF") owned by ARS Property Acquisitions (hereinafter referred to as "ARS") to be a public purpose; established that 100% of the increase in assessed value of the real property of the "TIF" to be exempt from real property taxation for a period of 30 years; provided for service payments in lieu of taxes as obligations tied to the "TIF" for the duration of the 30 year period and authorized the payment of certain public infrastructure improvements that will benefit the "TIF" from the payment in lieu of taxes; and

WHEREAS, the Zanesville Department of Community Development has retained the professional services of Bricker and Eckler LLP to draft a Developer's Agreement that specifies the terms and conditions of the legally binding agreement between "ARS" and the City in respect to the "TIF"; and

WHEREAS, the Developer's Agreement specifies the public improvements are to be constructed by "ARS" and that after completion they shall be dedicated to the City for public use; that the City permits "ARS" to construct improvements within existing rights-of-way and easements controlled by the City; and

WHEREAS, the Developer's Agreement establishes a reimbursement from the service payments in lieu of taxes for the cost of the public improvements and requires "ARS" to provide a certified statement that provides reasonable evidence of the cost of the public improvements.

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

SECTION ONE: the Community Development Director is hereby authorized to execute the Developer's Agreement in substantially the same form as the one attached hereto as Exhibit A, with changes not inconsistent with this Ordinance or adverse to the City, and to execute all legal documents necessary to carry out the purpose of this Ordinance, which shall be approved by the Law Director.

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

PASSED: _____, 2015

ATTEST: _____
SUSAN CULBERTSON,
Clerk of Council

_____
DANIEL M. VINCENT,
President of Council

APPROVED: _____, 2015

_____
JEFF TILTON,
Mayor

THIS LEGISLATION APPROVED AS TO FORM

_____
LAW DIRECTOR'S OFFICE

DRAFT 11/16/2015

DEVELOPER'S AGREEMENT
ARS Property Acquisitions LLC

THIS DEVELOPER'S AGREEMENT ("Agreement") is between ARS Property Acquisitions LLC, an Ohio limited liability company, with an office located at 1 East 4th Street, Suite 1400, Cincinnati, Ohio 45202, ("Developer") and the City of Zanesville, Ohio ("City"), a municipal corporation organized under the laws of the State of Ohio, with an office located at 401 Market Street, Zanesville, Ohio 43701.

RECITALS

A. Developer has acquired fee title to certain real property situated in the City, a description of which real property is attached hereto as Exhibit A (the "Project Area") and incorporated herein by reference, with each parcel of real property within the Project Area referred to herein as a "Parcel" (whether as presently appearing on county tax duplicates or as subdivided or combined and appearing on future tax duplicates).

B. Developer desires to undertake a development project that will include constructing a new commercial restaurant facility and otherwise improving the Project Area (the "Project").

C. To aid in the development of the Project, City Council for the City has, on September 28, 2015, passed Ordinance No. 15-100 (the "TIF Ordinance"), which TIF Ordinance, among other things: (i) established a tax increment financing program with respect to the real property that will be developed and redeveloped on the Project Area (the "TIF"); (ii) declared 100% of the increase in assessed value of the real property comprising the Project Area following the effective date of the TIF Ordinance to be a public purpose and exempt from real property taxation; (iii) provided for service payments in lieu of taxes (the "Service Payments") as obligations running with the land for the duration of the TIF Exemption payable with respect to the real property comprising the Site; and (iv) authorized the payment of certain public infrastructure improvements that will directly benefit the Project Area from the Service Payments.

D. Developer and the City have entered or will enter into a Tax Increment Service Payment Agreement (the "TIF Agreement") with respect to certain tax increment financing ("TIF") providing for payment of monies earmarked for costs of the certain public infrastructure improvements (the "Developer Improvements") to be undertaken pursuant to this Agreement, which are identified in Exhibit B hereto.

E. The City has authorized this Agreement pursuant to Ordinance No. ___ passed by the City Council on ____.

WHEREFORE, the parties, intending to be legally bound, agree to the following terms and conditions:

1. Contingent Obligations. The obligations of the Developer in this Agreement are contingent on (i) the Developer obtaining all necessary zoning, development plan and/or plat approvals, building permits and other permits required for development of the Project; (ii) the

Developer securing all necessary easements and rights-of-way, as well as the authority to complete construction within the easements and/or right-of-way areas; (iii) the creation of Tax Increment Financing on the commercial portions of the Property, and (iv) the execution of the TIF Agreement between the City and the Developer that includes terms for using service payments from the TIF to reimburse the Developer for construction of the Developer Improvements.

2. Construction of the Developer Improvements.

A. Authorization, Cooperation, Dedication. The Developer is to construct, install or otherwise make the Developer Improvements in compliance with the engineering drawings and specifications prepared or to be prepared by the Developer and approved by the City Engineer. Developer shall be responsible for acquiring and paying for all State, local, or Federal permits required for the Developer Improvements. Also prior to the construction of any portion of the Developer Improvements, the Developer shall dedicate (or cause to be dedicated), and the City shall accept, any and all rights-of-way on those portions of the Property on which the Developer Improvements are planned to be constructed and any necessary adjacent rights-of-way, except for those listed immediately below, if any:

N/A

Further, the Developer covenants and agrees that, after the above-described rights-of-way dedication and acceptance by the City, it will cause to be constructed and installed all of the Developer Improvements, in accordance with this Agreement. The Developer agrees that the Developer Improvements shall be dedicated for public use upon their completion, except for those listed immediately below, if any:

N/A

The City grants to Developer permission to construct the Developer Improvements within existing rights-of-way and easements controlled by the City, in the manner depicted in the engineering drawings and specifications prepared or to be prepared by the Developer and approved by the City Engineer.

B. Reimbursement from Service Payments. The City shall use the Service Payments in the "TIF Fund" (as defined in the TIF Agreement), net of amounts due to the School Districts (as defined in the TIF Agreement) in accordance with the terms of the TIF Ordinance, to reimburse the Developer for the cost of undertaking the Developer Improvements (the "Cost of Developer Improvements"). The Cost of Developer Improvements shall include all costs the Developer incurs in order to construct the Developer Improvements, including the items of "costs of permanent improvements" set forth in R.C. Section 133.15(B). Those costs include but are not necessarily limited to: (i) cash paid; (ii) out of pocket expenses for third-party review and inspection fees including, but not limited to, City fees incurred in connection with the construction

of the Developer Improvements; (iii) out of pocket expenses for third-party professional fees (e.g., engineering fees, environmental professional fees, architectural fees, project management fees and legal fees); and (iv) out of pocket expenses for third-party construction management and supervisory fees. Costs of the Developer Improvements shall not include interest costs associated with any of the foregoing.

C. From time to time, the Developer shall provide a certified statement to the City setting forth and providing reasonable evidence concerning Costs of the Developer Improvements (each a "Certified Statement", and collectively, the "Certified Statements"). At least twice each year, subsequent to submission of the first Certified Statement by the Developer, and contingent upon the City having received funds in the TIF Fund (and subject to the limitations described above), the City shall pay to Developer, within fourteen (14) business days following the City's receipt of a Certified Statement, the lesser of (i) the Costs of the Developer Improvements, or part thereof, as shown in the Certified Statements, or (ii) the funds available at that time in the TIF Fund. Should insufficient funds exist in the TIF Fund at the time of submission of a Certified Statement to reimburse the Developer for the Costs of the Developer Improvements, then the City shall maintain a record of such unpaid amounts, and the City shall pay to Developer such amounts within fourteen (14) business days after such funds exist in the TIF Fund, provided that such payment shall not exceed the available balance in the TIF Fund. Upon request not more than twice each calendar year, the Developer may request from the City an accounting or record of all amounts paid to Developer out of the TIF Fund along with each payment to Developer, including payments made by the City, and the City shall provide such accounting or record within fourteen (14) business days of the receipt of request.

3. Security for Performance. The Developer shall execute, and provide to the City, a bond, equal to the estimated construction costs of the total Developer Improvements shown on Exhibit B, as approved by the City Engineer as security for performance of all of Developer's obligations set forth in this Agreement. All forms of financial guarantees must be acceptable to the City to insure faithful performance of the terms and conditions under this Agreement and to ensure completion of all Developer Improvements in accordance with all applicable State and local laws and regulations, and in the absence of applicable State and local laws and regulations, best practices of the engineering and construction industry.

If the surety of any bond so furnished by the Developer or a contractor declares bankruptcy, becomes insolvent or its right to do business is terminated in Ohio, the Developer shall within five (5) days thereafter cause the substitution of another bond or surety.

4. Indemnification. The Developer shall indemnify and hold harmless the City, and all of its elected officials, officers, employees and agents from all claims, suits, actions and expenses (including reasonable attorneys' fees) that arise due to the wrongful or negligent performance or non-performance of the Developer, its contractors, subcontractors or its agents or employees, under this Agreement, including any and all proceedings which may originate from or on account of any death, injuries or damages to persons or property received or sustained as a consequence of any actions or omissions of any contractor, subcontractor or agent, from any material, including explosives, or any method used in said work or by or on account of any

accident caused by negligence or any other act or omission of any contractor, subcontractor or its agents or employees.

5. Time for Performance. The intent and understanding of the parties is for the Developer to have all Developer Improvements constructed and completed within 6 months of executing this Agreement.

The time for performance indicated immediately above is subject to any approved extensions by the City for delays beyond the reasonable control of the Developer that prevent the Developer from timely performing its obligations under this Agreement. A request for extension must be in writing and may be granted at the discretion and approval of the City.

At all times during construction of the Developer Improvements, the Developer shall have on-site a competent representative who is knowledgeable and familiar with the Project. The representative shall be capable of reading plans and specifications and shall have the authority to execute the plans and specifications and any alterations required by the City. The representative shall be replaced by the Developer when, in the opinion of the City, reasonably determined, his/her performance is deemed inadequate.

6. Breach. The Developer and the City agree that any material violations of or noncompliance with any of the terms and conditions of this Agreement shall constitute a breach of contract, and, subject to the notification and cure provisions outlined below, the Developer and the City shall have the right to stop work forthwith and seek any and all remedies available at law or equity. In the event of a breach by the Developer, the City shall have the right to act against the performance surety, or other financial security accepted by the City, for the purpose of properly completing the Developer Improvements, or having the Developer Improvements completed, as required herein. Should the City exercise its right to act against the performance surety, or other financial security accepted by the City, any such costs thereafter expended by the City, and not reimbursed to it or paid for by the Developer's surety or guarantor, in having the Developer Improvements completed, shall be excluded from reimbursement to the Developer under the TIF Agreement.

7. Notice and Opportunity to Cure. Prior to either party acting to stop its work in connection with an alleged breach of this Agreement, the non-breaching party shall provide a written notice to the breaching party, which written notice shall contain information about the alleged material violations of or noncompliance with any material term(s) and condition(s) of this Agreement. The breaching party shall have not more than thirty (30) days after receiving the written notice to cure the alleged breach. If the breach is not cured within that time period, the non-breaching party may act to stop its work in connection with this Agreement and seek any and all remedies available at law or equity. Notwithstanding the foregoing, if the nature of the breach is such that it cannot be reasonably cured within said 30-day period, then the breaching party shall have an additional period in which to cure as is reasonable under the circumstances, so long as the cure is commenced within said 30-day period, is diligently prosecuted to completion thereafter, and such additional time period is not adverse to the general health, safety and welfare of the City. Notwithstanding any other provision of this Agreement, the above-described notification and cure provisions shall not apply when (i) the non-breaching party reasonably believes that it will be

materially harmed if a thirty (30) day notice period is observed, (ii) the City's Building Official issues a stop work order for local, county or state code violations related to construction defects, or (iii) the City Engineer issues a stop work order for local, county or state construction code violations.

8. Plan Review and Inspection Cost. It is further agreed that prior to receiving all permits required to commence construction of the Developer Improvements, the Developer shall deposit a non-refundable amount estimated to be necessary to pay the City's cost of plan review. The Developer shall also pay for all inspection fees or the Developer shall engage an engineering firm licensed in the State of Ohio to perform Construction Administration and Inspection and Testing Services. If the Developer engages its own construction administration, inspection, or testing firm, it shall ensure that the City is a third party beneficiary to any such contract and that all communications of test results or other project information provided by the firm to Developer be sent to the City at the same time.

9. Acceptance. Upon completion and acceptance by the City of any particular Public Infrastructure Improvement, which acceptance by the City shall not be unreasonably delayed, the City shall assume responsibility for the operation and routine maintenance of the accepted Public Infrastructure Improvement. Notwithstanding the foregoing, the Developer shall be responsible for the repair and/or reconstruction of any and all defective materials or workmanship.

Formal acceptance of any particular Public Infrastructure Improvement (for those that are to be publicly dedicated as provided in this Agreement) shall occur only after written notice is provided to the Zanesville City Council from the City Engineer indicating his approval of the particular Public Infrastructure Improvement(s), which approval shall not be unreasonably withheld. Except as provided above with respect to defective materials and/or workmanship, the Developer's maintenance responsibility with respect to accepted Developer Improvements as described herein shall terminate upon formal acceptance of the particular Public Infrastructure Improvement(s) by the Zanesville City Council.

Snow and/or ice removal or other safety requirements deemed necessary by the City Engineer during the period of construction of any Public Infrastructure Improvement shall be the responsibility of the Developer.

The Developer shall, within thirty (30) days following the completion of any Public Infrastructure Improvement and prior to final acceptance by the City, furnish to the City, as required, "as built" drawings of the Public Infrastructure Improvement, which drawings shall become the property of the City and remain in the office of the City Engineer.

The Developer shall, within thirty (30) days of completing any of the Public Infrastructure Improvement, furnish to the City an itemized statement showing the cost of the Public Infrastructure Improvement and a notarized affidavit stating that all material and labor costs have been paid. The Developer shall indemnify and hold harmless the City from all expenses and claims for labor and/or material related to construction by the Developer of said Developer Improvements. In its contracts with agents, subcontractors, and subconsultants, the Developer shall require each entity to indemnify and hold harmless the City from all expenses and claims for

labor and/or material related to construction of the Developer Improvements. The Developer shall provide the City with evidence satisfactory to it that all liens affecting the Developer Improvements, including but not limited to liens for delinquent taxes, the lien of any mortgage, and any mechanic's liens, have been released. The City shall not accept the Developer Improvements until such satisfactory evidence is provided to the City Engineer.

The Developer shall comply with all rules and regulations and conform to all reasonable procedures established by the City regarding submission of shop drawings, construction schedules, operation of facilities and other matters related hereto.

The Developer shall obtain all necessary utility services necessary for the construction of the Developer Improvements and for their continued operation. The Developer shall be responsible for all utility charges and installation costs applicable to the period of construction. The utility user charges shall be paid by the Developer and maintained in continuous use throughout the construction and testing phases until accepted for operation and maintenance by the City. The Developer shall not be responsible for utility user charges with respect to any particular Public Infrastructure Improvement after formal acceptance of the dedication of the particular Developer Improvements by Zanesville City Council.

10. Prevailing Wage. The Developer and the City acknowledge and agree that construction of the Developer Improvements are subject to the prevailing wage requirements of Ohio Revised Code Chapter 4115 and all wages paid to laborers and mechanics employed in constructing those Developer Improvements on the Project shall be paid at not less than the prevailing rates of wages of laborers and mechanics for the classes of work called for by the Developer Improvements, which wages shall be determined in accordance with the requirements of that Chapter 4115. The Developer shall require compliance by all contractors, and shall require all contractors to require all subcontractors working on the (reimbursable) Developer Improvements, to comply with all applicable requirements of that Chapter 4115.

11. Insurance. Prior to the commencement of construction of the Developer Improvements, the Developer or its contractor shall take out and maintain, and shall require all contractors to require all subcontractors to take out and maintain, insurance in such amounts as provided below. The Developer or its contractor shall provide sufficient evidence to the City, prior to construction, that such insurance exists and is in effect.

- Public Liability Insurance in the amount of $1,000,000.00 for bodily injuries including those resulting in death of any one person and on account of any one accident or occurrence.

- Property Damage Insurance and Builders Risk Insurance in an amount of $1,000,000.00 from damages on account of any one accident or occurrence.

- Valuable Papers Insurance (when applicable to the type of work undertaken by the contractor or subcontractor) in an amount sufficient to assure restoration of any plans, drawings, field notes, or other similar data relating to the work covered by this Agreement, in the event of their loss or destruction, until such time as the plans and field and design data are delivered to the City.

- Professional Liability Insurance in the sum of not less than $1,000,000.00 annual aggregate, on a claims-made basis.

The Developer agrees, on behalf of itself and its agents, subcontractors, and subconsultants that the insurance policies required herein (excluding the Professional Liability Insurance) shall require the insurer to name the City as an additional insured, and to provide the City with thirty (30) days' prior written notice before the cancellation of a policy.

12. Representations. The Developer represents and warrants that the execution and delivery by the Developer of this Agreement and the compliance by the Developer with all of the provisions herein (i) are within the authority and powers of the Developer; (ii) will not conflict with or result in any breach of any of the provisions of, or constitute default under, any agreement, its articles of organization or operating agreement, or other instrument to which the Developer is a party or by which it may be bound, or, to the Developer's knowledge, any license, judgment, decree, law, statute, order, rule or regulation or any court or governmental agency or body having jurisdiction over the Developer or any of its activities or properties; and (iii) have been duly authorized by all necessary action on the part of the Developer.

Should the Developer be unable to carry out the terms and conditions of this Agreement, the Developer's heirs, successors and/or assigns shall complete and comply with all applicable terms, conditions, provisions and requirements of this Agreement.

The City hereby represents and warrants that (i) execution of this Agreement has been approved and authorized by Ordinance No. ___, passed by City Council on _____; and (ii) the City has full power and authority to enter into this Agreement, to carry out its terms and to perform its obligations hereunder.

13. Waiver. In the event that any covenant, agreement, or obligation under this Agreement shall be breached by either the Developer or the City and the breach shall have been waived thereafter by the Developer or the City, as the case may be, the waiver shall be limited to the particular breaches so waived and shall not be deemed to waive any other or any subsequent breach thereunder.

14. Severability. In case any section or provision of this Agreement, or any covenant, agreement, obligation or action, or part thereof, made, assumed, entered into or taken, or any application thereof, is held to be illegal or invalid for any reason,

(a) that illegality or invalidity shall not affect the remainder hereof or thereof; any other section or provision hereof, or any other covenant, agreement, obligation or action, or part thereof, made, assumed, entered into or taken, all of which shall be construed and enforced as if the illegal or invalid portion were not contained herein or therein,

(b) the illegality or invalidity of any application hereof or thereof shall not affect any legal and valid application hereof or thereof; and

(c) each section, provision, covenant, agreement, obligation or action, or part thereof, shall be deemed to be effective, operative, made, assumed, entered into or taken in the manner and to the full extent permitted by law.

15. Assignment. Except as otherwise provided in this Section, this Agreement may not be assigned by any party hereto without the written consent of the other party, not to be unreasonably withheld. Notwithstanding any provisions to the contrary in this Section, the Developer may assign its interest in this Agreement to an entity controlled by or under common control with the Developer without the prior written consent of the City, conditioned upon an assignment including the assignment of both the rights and obligations of the Developer hereunder, and a copy of such assignment being timely provided to the City. All representations and warranties of the Developer and the City herein shall survive the execution and delivery of this Agreement.

16. Notices. Any notices, statements, acknowledgements, consents, approvals, certificates or requests required to be given on behalf of either party to this Agreement shall be made in writing addressed as follows and sent by registered or certified mail, return receipt requested, and shall be deemed delivered when the return receipt is signed, refused or unclaimed:

If to the City to:
City of Zanesville
401 Market Street
Zanesville, Ohio 43701
Attention: Jay D. Bennett, Director of Community Development

If to the Developer to:
ARS Property Acquisitions LLC
1 East 4th Street, STE 1400
Cincinnati, Ohio 45202
Attention: Barrett P. Tullis, Partner

or to any such other persons or addresses as may be specified by either party, from time to time, by prior written notification.

17. Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio. All claims, counterclaims, disputes and other matters in question between the City, its agents and employees, and the Developer, its employees, contractors, subcontractors and agents arising out of or relating to this Agreement or its breach will be decided in a court of competent jurisdiction within Muskingum County, Ohio.

18. Captions. The captions and headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections in this Agreement.

19. Counterparts. This Agreement may be signed in one or more counterparts or duplicate signature pages with the same force and effect as if all required signatures were

contained in a single original instrument. Any one or more of such counterparts or duplicate signature pages may be removed from any one or more original copies of this Agreement and annexed to other counterparts or duplicate signature pages to form a completely executed original instrument. Electronic or facsimile signatures shall be acceptable.

IN WITNESS WHEREOF, the City and Developer, each by a duly authorized representative, have caused this Agreement to be executed on this __ day of _____, 2015.

City of Zanesville	ARS Property Acquisitions LLC
By:	By:
_____	_____
Its:	Its:
_____	_____

Approved as to Form:

_____
Scott Hillis, Law Director

DRAFT 11/16/2015

Exhibit A

Project Area

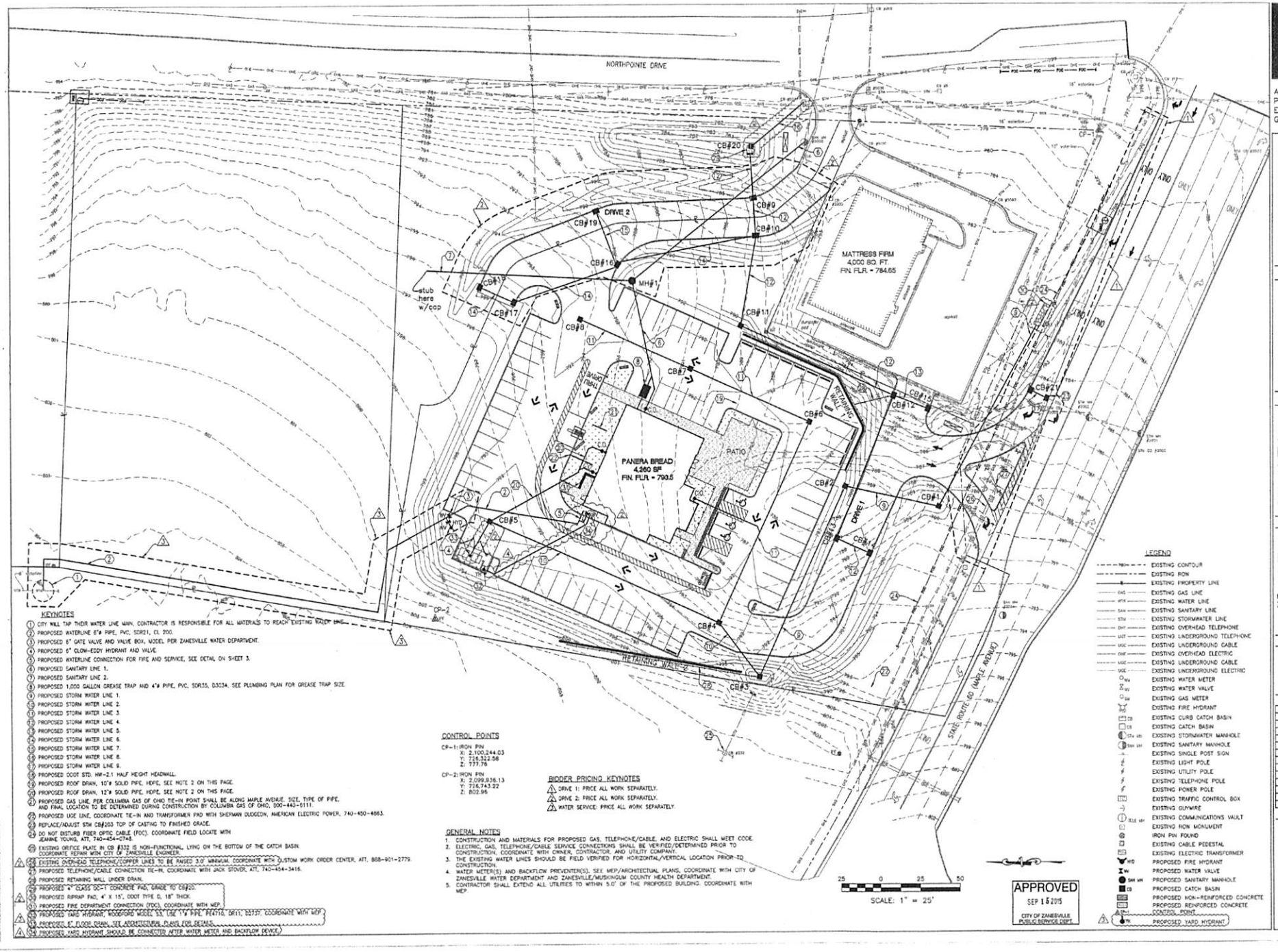
The TIF is to be used exclusively for drive 1 (Maple Avenue/State Route 60) entrance point as shown on page C09.0 of the submitted shell plan approved by the City Engineer on September 15th, 2015 for the property located at3825 North Pointe Drive, Zanesville, OH 43701 (PPN 86-33-01-02-000).

Exhibit B

Developer Improvements and Estimated Construction Costs

- The TIF is to be used exclusively for drive 1 (Maple Avenue/State Route 60) entrance point as shown on page C09.0 of the submitted shell plan approved by the City Engineer on September 15th, 2015 for the property located at3825 North Pointe Drive, Zanesville, OH 43701 (PPN 86-33-01-02-000). The developer submitted an estimated construction cost for drive 1 at $81,800. A map is attached as part of Exhibit C of this document.

Ordinance 15-135
Exhibit C
Map of Public Infrastructure Improvements



KEYNOTES

1. CITY WILL TAP THEIR WATER LINE MAIN. CONTRACTOR IS RESPONSIBLE FOR ALL MATERIALS TO REACH EXISTING WATER LINE.
2. PROPOSED WATERLINE 6"ø PIPE, PVC, SDR21, CL 200.
3. PROPOSED 6" GATE VALVE AND VALVE BOX, MODEL PER ZANESVILLE WATER DEPARTMENT.
4. PROPOSED 6" GLOW-EDDY HYDRANT AND VALVE.
5. PROPOSED WATERLINE CONNECTION FOR FIRE AND SERVICE, SEE DETAIL ON SHEET 3.
6. PROPOSED SANITARY LINE 1.
7. PROPOSED SANITARY LINE 2.
8. PROPOSED 1,000 GALLON GREASE TRAP AND 4"ø PIPE, PVC, SDR35, D3034. SEE PLUMBING PLAN FOR GREASE TRAP SIZE.
9. PROPOSED STORM WATER LINE 1.
10. PROPOSED STORM WATER LINE 2.
11. PROPOSED STORM WATER LINE 3.
12. PROPOSED STORM WATER LINE 4.
13. PROPOSED STORM WATER LINE 5.
14. PROPOSED STORM WATER LINE 6.
15. PROPOSED STORM WATER LINE 7.
16. PROPOSED STORM WATER LINE 8.
17. PROPOSED STORM WATER LINE 9.
18. PROPOSED ODOT STD. HW-2.1 HALF HEIGHT HEADWALL.
19. PROPOSED ROOF DRAIN, 10"ø SOLID PIPE, HDPE, SEE NOTE 2 ON THIS PAGE.
20. PROPOSED ROOF DRAIN, 12"ø SOLID PIPE, HDPE, SEE NOTE 2 ON THIS PAGE.
21. PROPOSED GAS LINE, PER COLUMBIA GAS OF OHIO TIE-IN POINT SHALL BE ALONG MAPLE AVENUE. SIZE, TYPE OF PIPE, AND FINAL LOCATION TO BE DETERMINED DURING CONSTRUCTION BY COLUMBIA GAS OF OHIO, 800-440-6111.
22. PROPOSED UGE LINE, COORDINATE TIE-IN AND TRANSFORMER PAD WITH SHERMAN DUDGEON, AMERICAN ELECTRIC POWER, 740-450-4663.
23. REPLACE/ADJUST STM CB#203 TOP OF CASTING TO FINISHED GRADE.
24. DO NOT DISTURB FIBER OPTIC CABLE (FOC). COORDINATE FIELD LOCATE WITH JEANNE YOUNG, ATT, 740-454-0748.
25. EXISTING ORIFICE PLATE IN CB #332 IS NON-FUNCTIONAL, LYING ON THE BOTTOM OF THE CATCH BASIN. COORDINATE REPAIR WITH CITY OF ZANESVILLE ENGINEER.
26. EXISTING OVERHEAD TELEPHONE/COPPER LINES TO BE RAISED 3.0' MINIMUM. COORDINATE WITH CUSTOM WORK ORDER CENTER, ATT, 888-901-2779.
27. PROPOSED TELEPHONE/CABLE CONNECTION TIE-IN. COORDINATE WITH JACK STOVER, ATT, 740-454-3416.
28. PROPOSED RETAINING WALL UNDER DRAIN.
29. PROPOSED 4" CLASS QC-1 CONCRETE PAD, GRADE TO CB#20.
30. PROPOSED RIPRAP PAD, 4' X 15', ODOT TYPE D, 18" THICK.
31. PROPOSED FIRE DEPARTMENT CONNECTION (FDC), COORDINATE WITH MEP.
32. PROPOSED YARD HYDRANT, WOODFORD MODEL 33, USE 1"ø PIPE, P24710, DR11, D2737. COORDINATE WITH MEP.
33. PROPOSED 6" FLOOR DRAIN. SEE ARCHITECTURAL PLANS FOR DETAILS.
34. PROPOSED YARD HYDRANT SHOULD BE CONNECTED AFTER WATER METER AND BACKFLOW DEVICE.

CONTROL POINTS

CP-1: IRON PIN
X: 2,100,244.03
Y: 716,312.58
Z: 777.76

CP-2: IRON PIN
X: 2,099,936.13
Y: 716,743.22
Z: 802.96

BIDDER PRICING KEYNOTES

1. DRIVE 1: PRICE ALL WORK SEPARATELY.
2. DRIVE 2: PRICE ALL WORK SEPARATELY.
3. WATER SERVICE: PRICE ALL WORK SEPARATELY.

GENERAL NOTES

1. CONSTRUCTION AND MATERIALS FOR PROPOSED GAS, TELEPHONE/CABLE, AND ELECTRIC SHALL MEET CODE.
2. ELECTRIC, GAS, TELEPHONE/CABLE SERVICE CONNECTIONS SHALL BE VERIFIED/DETERMINED PRIOR TO CONSTRUCTION. COORDINATE WITH OWNER, CONTRACTOR, AND UTILITY COMPANY.
3. THE EXISTING WATER LINES SHOULD BE FIELD VERIFIED FOR HORIZONTAL/VERTICAL LOCATION PRIOR TO CONSTRUCTION.
4. WATER METER(S) AND BACKFLOW PREVENTER(S), SEE MEP/ARCHITECTUAL PLANS. COORDINATE WITH CITY OF ZANESVILLE WATER DEPARTMENT AND ZANESVILLE/MUSKINGUM COUNTY HEALTH DEPARTMENT.
5. CONTRACTOR SHALL EXTEND ALL UTILITIES TO WITHIN 5.0' OF THE PROPOSED BUILDING. COORDINATE WITH MEP.

APPROVED
SEP 15 2015
CITY OF ZANESVILLE
PUBLIC SERVICE DEPT.

LEGEND

- EXISTING CONTOUR
- EXISTING ROW
- EXISTING PROPERTY LINE
- EXISTING GAS LINE
- EXISTING WATER LINE
- EXISTING SANITARY LINE
- EXISTING STORMWATER LINE
- EXISTING OVERHEAD TELEPHONE
- EXISTING UNDERGROUND TELEPHONE
- EXISTING UNDERGROUND CABLE
- EXISTING OVERHEAD ELECTRIC
- EXISTING UNDERGROUND CABLE
- EXISTING UNDERGROUND ELECTRIC
- EXISTING WATER METER
- EXISTING WATER VALVE
- EXISTING GAS METER
- EXISTING FIRE HYDRANT
- EXISTING CURB CATCH BASIN
- EXISTING CATCH BASIN
- EXISTING STORMWATER MANHOLE
- EXISTING SANITARY MANHOLE
- EXISTING SINGLE POST SIGN
- EXISTING LIGHT POLE
- EXISTING UTILITY POLE
- EXISTING TELEPHONE POLE
- EXISTING POWER POLE
- EXISTING TRAFFIC CONTROL BOX
- EXISTING GUYWIRE
- EXISTING COMMUNICATIONS VAULT
- EXISTING ROW MONUMENT
- IRON PIN FOUND
- EXISTING CABLE PEDESTAL
- EXISTING ELECTRIC TRANSFORMER
- PROPOSED FIRE HYDRANT
- PROPOSED WATER VALVE
- PROPOSED SANITARY MANHOLE
- PROPOSED CATCH BASIN
- PROPOSED NON-REINFORCED CONCRETE
- PROPOSED REINFORCED CONCRETE
- CONTROL POINT
- PROPOSED YARD HYDRANT

MJM ARCHITECTS
ARCHITECTURE
PLANNING
ENGINEERING
GRAPHICS
108 BROADWAY
4TH FLOOR
NASHVILLE, TN
37201
(p) 615.244.8170
(f) 615.244.8141
www.mjmarch.com

Linn Engineering, Inc.
Civil Engineering Consultants
P.O. Box 2086
Zanesville, Ohio 43702-2086
740-452-7434

ANCHOR
RETAIL
SOLUTIONS

3805 EDWARDS ROAD
SUITE 410
CINCINNATI, OH 45209

PANERA BREAD
SHELL

MAPLE AVE.
ZANESVILLE, OH 43701

PERMIT SET
07.16.15
15033

NO.	DESCRIPTION	DATE
1	REV FENCE TYPE	8/5/15
2	REV CO2	8/21/15
3	CMI, PER PANERA	8/28/15
4	ABT. PER PANERA	9/8/15

UTILITY PLAN

C09.0

Department of Community Development
Jay D. Bennett, Director

ORDINANCE NO. 15-____136____
INTRODUCED BY COUNCIL

AN ORDINANCE AUTHORIZING THE DIRECTOR OF COMMUNITY DEVELOPMENT TO ENTER INTO A TAX INCREMENT SERVICE PAYMENT AGREEMENT WITH DUTRO, FORD, LINCOLN, NISSAN, LLC THAT ESTABLISHES A PAYMENT SCHEDULE AND ALL ASSOCIATED SECURITIES, FEES, PENALTIES AND OTHER COVENANTS FOR THE PAYMENT IN LIEU OF TAXES BENEFITING THE TAX INCREMENT FINANCE EXEMPTION ESTABLISHED IN ORDINANCE 15-108.

WHEREAS, the City of Zanesville passed Ordinance 15-108 which declared the improvement to certain real property (herein referred to as the "TIF") owned by Dutro, Ford, Lincoln, Nissan, LLC (hereinafter referred to as "Dutro"), to be a public purpose; established that 100% of the increase in assessed value of the real property of the "TIF" to be exempt from real property taxation for a period of 30 years; provided for service payments in lieu of taxes as obligations tied to the "TIF" for the duration of the 30 year period and authorized the payment of certain public infrastructure improvements that will benefit the "TIF" from the payment in lieu of taxes; and

WHEREAS, the Zanesville Department of Community Development has retained the professional services of Bricker and Eckler LLP to draft a Tax Increment Service Payment Agreement (herein referred to as "The Agreement") that specifies the terms and conditions of the legally binding agreement between "Dutro" and the City in respect to the "TIF"; and

WHEREAS, "The Agreement" specifies that "Dutro" shall make payments in lieu of taxes as long as the property is exempt from real property taxation; that "Dutro" grants the City a first lien on each of the parcels in the "TIF" as security of payment and are tied to the parcels for the duration of the "TIF"'; that the payments in lieu of taxes shall be done continuously until the expiration of the "TIF"; that all late payments in lieu of taxes shall include interest in the same fashion as delinquent real property taxes and that the School District shall receive an amount equal to 100% of the real property taxes it would have received but for the "TIF".

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

SECTION ONE: The Director of Community Development is hereby authorized to execute the Tax Increment Service Payment Agreement in substantially the same form as the one attached hereto as Exhibit A, with changes not inconsistent with this Ordinance or adverse to the City, and to execute all legal documents necessary to carry out the purpose of this Ordinance, which shall be approved by the Law Director.

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

PASSED: _____, 2015

ATTEST:

SUSAN CULBERTSON,
Clerk of Council

DANIEL M. VINCENT,
President of Council

APPROVED: _____, 2015

THIS LEGISLATION APPROVED AS TO FORM

JEFF TILTON,
Mayor

LAW DIRECTOR'S OFFICE

City of Zanesville
Dutro TIF

Revenue Projections

Total 2014 Effective Tax Rates	
Muskingum County	11.360769
Zanesville City Schools	30.355066
Mid-East Ohio Career Tech	3.407169
City of Zanesville	3.4
Total	48.523004

Tax Year	Collection Year	Assessed Valuation	Payments in Lieu of Taxes 100%	Make-Whole Payment to Schools	Net TIF Revenue
2016	2017	0			
2017	2018	-	-		
2018	2019	3,500,000	169,831	118,168	51,662.69
2019	2020	3,500,000	169,831	118,168	51,662.69
2020	2021	3,500,000	169,831	118,168	51,662.69
2021	2022	3,500,000	169,831	118,168	51,662.69
2022	2023	3,500,000	169,831	118,168	51,662.69
2023	2024	3,500,000	169,831	118,168	51,662.69
2024	2025	3,500,000	169,831	118,168	51,662.69
2025	2026	3,500,000	169,831	118,168	51,662.69
2026	2027	3,500,000	169,831	118,168	51,662.69
2027	2028	3,500,000	169,831	118,168	51,662.69
2028	2029	3,500,000	169,831	118,168	51,662.69
2029	2030	3,500,000	169,831	118,168	51,662.69
2030	2031	3,500,000	169,831	118,168	51,662.69
2031	2032	3,500,000	169,831	118,168	51,662.69
2032	2033	3,500,000	169,831	118,168	51,662.69
2033	2034	3,500,000	169,831	118,168	51,662.69
2034	2035	3,500,000	169,831	118,168	51,662.69
2035	2036	3,500,000	169,831	118,168	51,662.69
2036	2037	3,500,000	169,831	118,168	51,662.69
2037	2038	3,500,000	169,831	118,168	51,662.69
2038	2039	3,500,000	169,831	118,168	51,662.69
2039	2040	3,500,000	169,831	118,168	51,662.69
2040	2041	3,500,000	169,831	118,168	51,662.69
2041	2042	3,500,000	169,831	118,168	51,662.69
2042	2043	3,500,000	169,831	118,168	51,662.69
2043	2044	3,500,000	169,831	118,168	51,662.69
2044	2045	3,500,000	169,831	118,168	51,662.69
2045	2046	3,500,000	169,831	118,168	51,662.69
2046	2047	3,500,000	169,831	118,168	51,662.69
TOTAL					1,498,218.05

DRAFT 11/16/2015

TAX INCREMENT SERVICE PAYMENT AGREEMENT

THIS TAX INCREMENT SERVICE PAYMENT AGREEMENT (the "Agreement") is entered into as of this ___ day of _____, 2015 by and between the City of Zanesville, an Ohio municipal corporation (hereinafter referred to as the "City"), and Dutro Ford, Lincoln, Nissan LLC, an Ohio limited liability company (hereinafter referred to as the "Developer"), under the following circumstances:

A. The Developer intends to develop or redevelop certain parcels of real property located within the boundaries of the City, described in Exhibit A attached hereto and made a part hereof (the "Site") as an automotive dealership and service center (the "Development"). The Development will benefit the City and its residents by creating jobs, enlarging the property tax base, enhancing income tax revenues and stimulating collateral development in the City.

B. Pursuant to Ohio Revised Code Sections 5709.40, .42, and .43 (together with related provisions of the Ohio Revised Code, the "TIF Act") and the TIF Ordinance (as hereinafter defined), the City has, among other actions: (i) established a tax increment financing program with respect to the real property that will be developed and redeveloped on the Site (the "TIF"); (ii) declared 100% of the increase in assessed value of the real property comprising the Site (which increase in assessed value is also hereinafter referred to as the "Improvement" as defined in the TIF Act) following the effective date of the TIF Ordinance to be a public purpose and exempt from real property taxation for the duration of the TIF Exemption; (iii) provided for service payments in lieu of taxes (the "Service Payments") as obligations running with the land for the duration of the TIF Exemption payable with respect to the real property comprising the Site; and (iv) authorized the payment of certain costs of the Public Infrastructure Improvements (as such term is defined in the TIF Act and further specified in the TIF Ordinance) from the Service Payments.

C. The City has authorized this Agreement pursuant to Ordinance No. ___ passed by the City Council on ____.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and promises herein contained, the sufficiency of which are acknowledged by the parties hereto, the City and the Developer hereby agree as follows:

1. Definitions; Interpretation.

(a) Definitions. In addition to the words and terms defined elsewhere in this Agreement, unless the context or use clearly indicates another meaning or intent:

"Associated Rollback Payments" means "rollback payments" associated with the Service Payments (i.e., those rollback payments that are paid to the City with respect to the Improvements as a result of the TIF Exemption, and that would have been payable to taxing districts with respect to the Improvements had the TIF Exemption not been granted) due under Ohio Revised Code Section 321.24 (relating to Ohio Revised Code Section 319.302), which

Associated Rollback Payments are, if and as received by the City, to be transferred, deposited and otherwise dealt with as Service Payments.

"Authorized City Representative" means the person at the time designated to act on behalf of the City by written certificate containing the specimen signature of that person and signed on behalf of the City by its Mayor. That certificate may designate an alternate or alternates and may be supplemented or changed from time to time by the Mayor.

"Authorized Developer Representative" means the person at the time designated to act on behalf of the Developer by written certificate furnished to the City containing the specimen signature of that person and signed on behalf of the Developer by its authorized representative. That certificate may designate an alternate or alternates and may be supplemented or changed from time to time by that officer. In the event that all persons so designated become unavailable or unable to act and the Developer fails to designate a replacement within ten days after the date that the City provides written notice to the Developer that a replacement is unavailable or unable to act, the City may appoint an interim Authorized Developer Representative (which may be one or the other of the Authorized City Representatives) until such time as the Developer designates a replacement.

"Authorized Official" means the Mayor of the City, or any one person designated in writing by the Mayor to act in that capacity.

"City" means the City of Zanesville, Ohio.

"City Council" means the City Council of the City.

"County" means the County of Muskingum, Ohio.

"County Fiscal Officer" means the Fiscal Officer of the County.

"County Treasurer" means the Treasurer of the County.

"Developer" means ARS Property Acquisitions, an Ohio limited liability company, together with any permitted successors or assigns under this Agreement.

"Exemption Period" means the duration of the TIF Exemption commencing for each Parcel with the first tax year that begins after the effective date of the Ordinance and in which an Improvement attributable to a new structure on that Parcel would first appear on the tax list and duplicate of real and public utility property were it not for the exemption granted by this Ordinance, and ending on the earlier of (A) thirty (30) years after such commencement or (B) the date on which the City can no longer require service payments in lieu of taxes, all in accordance with the requirements of the TIF Act and the TIF Ordinance.

"Improvements" means any increase in the assessed value of the real property located within the Site that would first appear on the tax list and duplicate of real and public utility property after the effective date of the TIF Ordinance, as provided in the TIF Act.

"Owners" means, initially, the Developer and any other owners of the Parcel.

"Parcel" means the parcel that comprises of the Site, as such Parcel may hereafter be split or consolidated.

"Person" or words importing persons mean firms, associations, partnerships (including without limitation, general and limited partnerships), joint ventures, societies, estates, trusts, corporations, limited liability companies, public or governmental bodies, other legal entities and natural persons.

"Public Infrastructure Improvements" means the public infrastructure improvements described in the TIF Ordinance and further described in Exhibit B attached hereto and any other public infrastructure improvements hereafter designated pursuant to the TIF Ordinance as public infrastructure improvements made, to be made, or in the process of being made that directly benefit, or that once made will directly benefit, the Parcel.

"School Districts" means the Zanesville City School District and the Mid-East Career and Technology Centers.

"Service Payment Agreement" or "Agreement" means this Tax Increment Service Payment Agreement between the City and the Developer, as amended or supplemented from time to time.

"Service Payments" means the service payments in lieu of taxes to be paid pursuant to the TIF Act, the TIF Ordinance and this Agreement, including any Associated Rollback Payments, together with 0% interest or penalties associated with any of the foregoing.

"Site" means the Parcel described in Exhibit A and being the site of the Development.

"State" means the State of Ohio.

"Tax Incentive Review Council" means the Tax Incentive Review Council established by the City pursuant to Ohio Revised Code Section 5709.85.

"TIF Act" means Sections 5709.40, 5709.42, 5709.43, 5709.82, 5709.83 and related provisions of the Ohio Revised Code, all as enacted and amended from time to time.

"TIF Exemption" means the exemption of the Improvements from real property taxation pursuant to the TIF Act, the TIF Ordinance, and this Agreement, all in accordance with and subject to the terms thereof and hereof.

"TIF Fund" means the municipal public improvement tax increment equivalent fund established in the TIF Ordinance.

"TIF Ordinance" means Ordinance No.___ passed by the City Council on _____ approving the TIF Exemption.

(b) Interpretation. Any reference herein to the City or the City Council, or to any officer thereof, includes entities or officials succeeding to their respective functions, duties or responsibilities pursuant to or by operation of law or lawfully performing their functions.

Any reference to a section or provision of the Constitution of the State, or to a section, provision or chapter of the Ohio Revised Code, or to any statute of the United States of America, includes that section, provision or chapter as amended, modified, revised, supplemented or superseded from time to time; provided, that no amendment, modification, revision, supplement or superseding section, provision or chapter shall be applicable solely by reason of this paragraph, if it constitutes in any way an impairment of the rights or obligations of the City, the Developer, or any other party under this Agreement, or any other instrument or document entered into in connection with any of the foregoing.

Unless the context indicates otherwise, words importing the singular number include the plural number, and vice versa. The terms "hereof," "hereby," "herein," "hereto," "hereunder," "hereinafter" and similar terms refer to this Agreement; and the term "hereafter" means after, and the term "heretofore" means before, the date of this Agreement. Words of any gender include the correlative words of the other genders, unless the sense indicates otherwise.

2. Developer Covenants and Representations.

(a) The Developer represents, covenants and agrees that:

(1) it is a limited liability company duly organized and validly existing under the laws of the State of Ohio and is fully qualified to transact its business in the State of Ohio;

(2) it is not in violation of or in conflict with any provisions of the laws of the United States of America or the State applicable to the Developer that would impair its ability to carry out its obligations contained in this Agreement;

(3) this Agreement has, by proper action, been duly authorized, executed and delivered by the Developer and all steps necessary to be taken by the Developer, have been taken to constitute this Agreement, and the covenants and agreements of the Developer contemplated herein and therein, valid and binding obligations of the Developer, enforceable in accordance with their terms;

(4) (A) it has full limited liability company power and authority to execute, deliver and perform this Agreement and perform the transactions contemplated hereby, (B) to the knowledge of the Developer, that execution, delivery and performance does not and will not violate any provision of law applicable to the Developer or the Developer's organizational or operating agreements, and (C) neither the entering into this Agreement nor the performance thereof will constitute a violation or breach by the Developer of any

contract, agreement, understanding or instrument to which the Developer is a party or, to the best of its knowledge, by which the Developer is subject or bound, or any judgment, order, writ, injunction or decree issued against or imposed upon the Developer, or, to the best of its knowledge, will result in the violation of any applicable law, order, rule or regulation of any governmental or quasi-governmental authority;

(5) there is no pending litigation, investigation or claim which affects or which might affect the Developer's performance of this Agreement and to the best of the Developer's knowledge, there is no threatened litigation, investigation or claim that affects or that might affect the Developer's performance of this Agreement; and

(6) the representations, covenants and agreements of the Developer made in this Agreement shall be deemed to apply as of the date of the execution of this Agreement and shall be construed as continuing (during the period of the TIF Exemption) representations and agreements and such representations made by the Developer are made with the knowledge and expectation that notwithstanding any investigation conducted by or on behalf of the City (except as expressly stated in this Agreement), the City is placing complete reliance thereon and that such representations are to be treated as material to the City entering into this Agreement and the Developer further represents that no representation set forth in this Agreement contains any untrue statement of material fact.

(d) The Developer represents that, to the best of its knowledge, it is not prohibited from contracting with the City by any provision of the Ohio Revised Code relating to conflicts of interest, illegal interest in government contracts, or any other ethical prohibition, and for breach or violation of this warranty, the City shall have the right to annul this Agreement with no further obligation or penalty.

(e) In accordance with Ohio Revised Code Section 5709.832, the Developer hereby agrees that, in connection with the development of the Site, it shall not deny any individual employment based on considerations of race, religion, sex, disability, color, national origin or ancestry.

3. City Covenants and Representations. The City covenants and represents to the Developer as follows:

(a) Neither the entering into of this Agreement nor the performance thereof will constitute a violation or breach by the City of any contract, agreement, understanding or instrument to which the City is a party or by which the City is subject or bound, of any judgment, order, writ, injunction or decree issued against or imposed upon the City, or will result in the violation of any applicable law, order, rule or regulation of any governmental or quasi-governmental authority.

(b) There is no pending litigation, investigation or claim which affects or which might affect the City's performance of this Agreement and to the best of the City's

knowledge, there is no threatened litigation, investigation or claim that affects or that might affect the City's performance of this Agreement.

(c) This Agreement has, by proper action, been duly authorized, executed and delivered by the City and all steps necessary to be taken by the City have been taken to constitute this Agreement, and the covenants and agreements of the City contemplated herein and therein, valid and binding obligations of the City, enforceable in accordance with their terms

(d) Except for actions contemplated by this Agreement, as of the date of the execution of this Agreement, the City has no information or knowledge of any change contemplated in the applicable laws, ordinances or restrictions or any judicial or administrative action that would prevent, limit or impede the Developer's undertaking of the Development.

(e) The representations and agreements of the City made in this Agreement shall be deemed to apply as of the date of the execution of this Agreement and shall be construed as continuing (during the Exemption Period) representations and agreements and such representations made by the City are made with the knowledge and expectation that notwithstanding any investigation conducted by or on behalf of the Developer (except as expressly stated in this Agreement), the Developer is placing complete reliance thereon and that such representations are to be treated as material to the Developer in entering into this Agreement and the City further represents that no representation set forth in this Agreement contains any untrue statement of material fact or omits to state a material fact necessary in order to make the statement contained herein not materially misleading or not misleading in light of circumstances under which they are made.

4. Tax Increment Financing. The TIF Ordinance provides that the County Treasurer shall distribute to the School Districts an amount equal to 100% of the real property taxes that the School Districts would have received, but for the TIF Exemption.

The City has approved the TIF Ordinance with respect to the Site, and the Developer and any other Owners hereby agree to make Service Payments in accordance with the TIF Act, the TIF Ordinance, and this Agreement. Each Service Payment to be made under this Agreement will be in an amount equal to the property tax amount that would have been payable had the TIF Exemption not been granted. The obligation to make Service Payments is absolute and unconditional.

For each tax year that the Improvements are exempt from real property taxation, the then-Owner of each Parcel must make the Service Payments with respect to that Parcel. The obligation of the Owner to pay in any event the Service Payments may not be terminated for any cause, including without limitation, any acts or circumstances that constitute failure of consideration, destruction of or damage to the Improvements, commercial frustration of purpose, any change in the tax or other laws or regulations or administrative actions or rulings by or under authority of the United States of America or of the State of Ohio, or any failure of the City to perform and observe any agreement or obligation connected with this Agreement. However, the Owner will have no obligation to make Service Payments for any tax year in which the Improvements are not exempt from real property taxation. In addition, to the extent that Service

Payments are made by an Owner as provided herein, such Owner shall not be required to reimburse any local taxing authority for any real property taxes that would otherwise be payable to that taxing authority had the Improvements not been exempted from real property taxation. The covenants to make Service Payments must have priority over any other interest in the Parcel comprising the Site, except for those title exceptions that are approved in writing by legal counsel for the City.

Developer grants to the City a continuing first lien on the Parcel comprising the Site as security for payment of each Service Payment. It is agreed that the covenants provided for in this Section must run with the land and in any event and without regard to technical classification, be binding to the fullest extent permitted by law and equity, for the benefit of and enforceable by, the City, its successors and assigns, against Developer and its successors and assigns, to the Parcel, including, but not limited to, any grantee in a conveyance of the Parcel through judicial process.

Either this Agreement must be recorded or a recorded declaration of covenants must be filed with respect to the Parcel prior to the conveyance of any portion of the Parcel.

It is further intended and agreed that the covenants to make Service Payments must remain in effect for the full Exemption Period, as permitted in accordance with the TIF Act and the TIF Ordinance.

In accordance with Section 5709.911(C)(1) of the Ohio Revised Code, the Parcel, regardless of future use or ownership remain liable for any Service Payments or service charges required by the exemption until the terms of the exemption have been satisfied, unless the City consents to a subsequent exemption and relinquishes its right to collect the service payments or service charges as provided in Section 5709.911(B)(1) of the Ohio Revised Code.

Any late Service Payments must include an amount for interest calculated on the amount of the late payment at the same rate and in the same amount and payable at the same time as delinquent real property taxes.

Developer shall prepare, execute, and file within the time periods set forth in the Ohio Revised Code such applications, documents, and other information with appropriate officials of the State, the City, or other public body as may be required to effect the TIF Exemption. The Developer shall also cause exemption applications to be prepared and filed with respect to the Site in accordance with Ohio Revised Code Section 5715.27. The City shall cooperate in such preparation and filing by Developer, including, without limitation, executing such applications and documents as may be appropriate in assisting the Developer in obtaining such exemptions. The parties acknowledge that the TIF Exemption shall not occur until the State of Ohio Department of Taxation has issued a final determination with respect to the Site in accordance with Ohio Revised Code Section 5715.27. The parties acknowledge that the provisions of Ohio Revised Code Section 5709.91, which specify that the Service Payments shall be treated in the same manner as taxes for all purposes of the lien described in Ohio Revised Code Section 323.11, including but not limited to, the priority of the lien and the collection of Service Payments, shall apply to the TIF. The City and Developer shall perform such acts as are

reasonably necessary or appropriate to affect, claim, preserve, and maintain the exemptions from taxation granted under this Agreement including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with such exemptions. Developer will also join in and assist with any appeal of the findings of the Ohio Tax Commissioner with regard to the tax increment financing. Developer will comply with annual reporting requirements for review by the Tax Incentive Review Council.

After the TIF Exemption has been approved, Developer shall cause notice of the TIF Exemption and its obligations under this Agreement to be recorded and prepared in accordance with the provisions of Ohio Revised Code Section 5709.911(C)(1), at the County Recorder of Muskingum County, Ohio.

5. Non-Discriminatory Hiring Practices. The Developer and any subsequent Owners agree that they shall not deny any individual employment based on considerations of race, religion, sex, disability, color, national origin, ancestry, sexual orientation, gender identity and expression, age, or veteran status. Such covenant must run with the land and in any event and without regard to technical classification, be binding to the fullest extent permitted by law and equity, for the benefit of and enforceable by, the City, its successors and assigns, against Developer and its successors and assigns, to the Parcel, including, but not limited to, any grantee in a conveyance of the Parcel through judicial process. The Developer and any subsequent Owners furthermore agree that they shall use commercially reasonable efforts to require that any lessees located within the Site comply with the provisions of this Section 6.

6. Notices. Any notice or consent required or permitted to be given by or on behalf of either party to the other shall be given by mailing such notice or consent by United States certified or registered mail, postage prepaid and return receipt requested, or via a reputable express overnight mail service which provides proof of delivery addressed to the parties as set forth below or at such other address as may be specified from time to time in writing delivered to the other party. Notices shall be effective upon receipt or refusal, as the case may be.

To the City:

Mayor
City of Zanesville
401 Market Street
Zanesville, Ohio 43701

With copies to:

Price Finley, Esq.
Bricker & Eckler LLP
100 S. Third St.
Columbus, Ohio 43215

-and-

Clerk of Council
City of Zanesville
401 Market Street
Zanesville, Ohio 43701

To the Developer: Dutro Ford, Lincoln, Nissan, LLC
131 South 5th Street
Zanesville, Ohio 43701
Attention: Bryan Graham

7. Remedies.

(a) In General. Except as otherwise provided in this Agreement, in the event of any default in or breach of this Agreement by either party hereto, or any successor to such party, such party (or successor) shall, within forty-five (45) days of receipt of written notice from the other, proceed to cure or remedy such default or breach. In case such action is not taken or not diligently pursued, or the default or breach shall not be cured or remedied within a reasonable time, the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to, proceedings to compel specific performance by the party in default or breach of its obligations. All rights and remedies shall be cumulative and shall not be construed to exclude any other remedies allowed at law or in equity.

(b) Unforeseeable Delay. Neither party shall be considered in breach of its obligations under this Agreement due to unforeseeable causes beyond its reasonable control and without its fault or negligence, including, but not restricted to, acts of God, acts of the public enemy, acts of the Federal Government, orders of courts, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delays of subcontractors due to such causes. The party seeking the benefit of the provisions of this subsection shall, within fifteen (15) calendar days after actual notice of any such unforeseeable delay, have first notified the other party thereof in writing, and of the cause or causes thereof. With respect to the Developer, delays or failures to perform due to lack of funds shall not be deemed unforeseeable delays beyond the reasonable control of the Developer.

8. Miscellaneous.

(a) Conflict of Interest: Representatives of the City Not Individually Liable. No official or employee of the City shall have any personal interest, direct or indirect, in this Agreement, nor shall any such official or employee participate in any decision relating to this Agreement which affects his or her personal interests or the interest of any corporation, partnership, or association in which he or she is, directly or indirectly, interested. No official or employee of the City shall be personally liable to the Developer, or any successor in interest, in the event of any default or breach by the City or for any amount or amounts which may become due to the Developer or any successor to the Developer or on any obligations under the terms and conditions of this Agreement.

(b) Process of Agreement. The execution of this Agreement by the Director of Community Development on behalf of the City has been approved by the City Council through the adoption of the TIF Ordinance, and as of the date of this Agreement the TIF Ordinance remains in full force and effect. Developer, by appropriate written authorization, will duly

designate an officer of Developer to execute this Agreement upon receipt of an executed original from the City pursuant to the conditions set forth herein.

(c) Cooperation Clause. If the terms of this Agreement, or any amendment or amendments to any provision of City laws that are required to be enacted or amended as a consequence of this Agreement, are challenged by either referendum or administrative appeal to the courts or such other legal or equitable remedies sought by those who may oppose this Agreement, the parties agree to cooperate with each other to uphold the validity and enforceability of this Agreement, because the parties recognize that it is within the discretion of the City under the laws and Constitution of the State of Ohio to provide for agreements between landowners and municipalities to further what is in the best interest of the public health, safety and welfare of a municipality and the other rights of private property there under. This cooperation clause only pertains to City Council decisions relating to this Agreement, and this cooperation clause cannot be used to attempt to force City Council to override other legislative or administrative decisions relating to the Development.

(d) Relationship of Parties. Nothing contained in this Agreement shall be deemed or construed, either by the parties hereto or by any third party, to create the relationship of principal and agent or to create any partnership, joint venture or other association between Developer and the City.

(e) City's Right of Access to Records. Developer agrees to maintain records pertaining to this Agreement in compliance with Section 149.43 of the Ohio Revised Code (the "Public Records Law"). Notwithstanding anything to the contrary contained herein or within any other document supplied to the City by Developer, Developer understands and acknowledges that the City is a governmental entity subject to the laws of the State of Ohio and that this Agreement, and any reports, data or other information supplied to the City by Developer relating to the Agreement or the Development, may be subject to disclosure as a public record in accordance with the laws of the State of Ohio, including the Public Records Law. In the event of a public record request made to the City pursuant to and in accordance with the Public Records Law, Developer agrees to cooperate with the City so the City can comply with any such public record request.

(f) Mutual Consent. This Agreement may be canceled or modified by the mutual written consent of (A) Developer, on the one hand, and (B) the City acting through the Director of Community Development, on the other hand. Wherever the Director of Community Development is entitled to act under this Agreement (e.g. delivery of notices, exercise of options, written waivers or consent), such action shall be deemed authorized by the City Council provided such action is taken in accordance with this Agreement.

(g) Waivers. All waivers of the provision of this Agreement must be in writing and signed by the Authorized City Representative and the Authorized Developer Representative, and all amendments hereto must be in writing and signed by the appropriate Representatives of the City and Developer. No consent or waiver, express or implied, by either party to or of any breach of any covenant, condition, or duty of the other party shall be construed as a consent or waiver to

or of any other breach of the same or any other covenant, condition or duty to be observed by the other party.

(h) Municipal Power. Nothing in this Agreement shall be construed to be in derogation of the powers granted to the municipal corporations by Article XVIII of the Ohio Constitution, including the right to protect the health, safety and welfare of its citizens.

(i) Indemnification. Developer shall indemnify, defend and hold harmless the City and the City's agents, employees and public officials (collectively, the "Indemnified Party") from and against any and all suits, claims, damages, losses and expenses (including reasonable attorneys' fees) regarding bodily injury, personal injury or property damage arising or allegedly arising out of, or resulting from the construction of the Development. The provisions of this subparagraph shall survive the termination of this Agreement. In case any claim or demand is at any time made, or action or proceeding is brought, against the City in respect of which indemnity may be sought hereunder, the Indemnified Party shall promptly give notice of that action or proceeding to Developer, upon receipt of that notice shall have the obligation and the right to assume the defense of the action or proceeding with counsel reasonably satisfactory to the City; provided, that failure of a party to give that notice shall not relieve Developer from any of its obligations under this Section unless that failure prejudices the defense of the action or proceeding by Developer. At its own expense, an Indemnified Party may employ separate counsel and participate in the defense. The City agrees to fully cooperate with Developer and lend Developer such assistance as Developer shall reasonably request in defense of any claim, demand, action or proceeding at no cost to the Indemnified Party. Developer shall not be liable for any settlement made without its consent.

(j) Severability. In the event that any portions, sections or subsections of this Agreement are rendered invalid by the decision of any court or by the enactment of any law, ordinance or regulation, such provision of this Agreement will be deemed to have never been included therein and the balance of the Agreement shall continue in full force and effect.

(k) Authority. Each party to this Agreement hereby represents and warrants that it is executing this Agreement with the full and proper authority and that the parties whose names appear hereon are duly authorized and empowered to make and execute this Agreement and that this Agreement is supported by consideration.

The City is a political subdivision of the State of Ohio and is entitled to all of the immunities and defenses provided by law. Furthermore, no covenant, obligation or agreement of the City contained in this Agreement shall be deemed to be a covenant, obligation or agreement of any present or future council member, officer, agent or employee of the City in other than their official capacity and neither the council members of the City approving this Agreement nor any officer or employee of the City executing this Agreement shall be liable personally by reason of the covenants, obligations or agreements of the City contained in this Agreement.

(l) Assignment. This Agreement shall be binding on the parties hereto and their respective successors and assigns.

(m) Merger and Amendment. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the Development and the Site, to be completed in connection therewith, and contains all of the covenants, agreements, and other terms and conditions between the parties hereto with respect to the same. No waivers, alterations or modifications of this Agreement or any agreements in connection therewith shall be valid unless in writing and duly executed by all parties hereto.

(n) Counterparts. This Agreement may be executed in counterpart, and in several counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same Agreement.

(o) Governing Law; Venue. This Agreement shall be governed exclusively by and construed in accordance with the laws of the State of Ohio, without regard to its conflict of law provisions that would cause the application of the laws of another jurisdiction. Each party hereto (i) irrevocably consents to the exclusive jurisdiction of any state court located within Muskingum County, Ohio, in connection with any matter based upon or arising out of this Agreement, (ii) agrees that process may be served upon them in any manner authorized by the laws of the State of Ohio, and (iii) waives and covenants not to assert or plead any objection which they might otherwise have under such jurisdiction or such process.

(p) Further Actions. The City and Developer agree to execute such additional documents, and take such further actions, as may reasonably be required to carry out the provisions and intent of this Agreement.

(q) Language. The language in all parts of this Agreement shall in all cases be construed as a whole according to its fair meaning and not strictly for nor against either the City or Developer. Section headings in this Agreement are for convenience only and are not to be construed as a part of this Agreement or in any way defining, limiting, or amplifying the provisions hereof.

(r) Litigation Notice; Management. Developer shall give the City prompt notice of any action, suit or proceeding by or against Developer, at law or in equity, or before any governmental instrumentality or agency, of which that Developer has notice, which, if adversely determined, would materially impair the right or ability of Developer to implement, operate, maintain and develop the Development on the Site or would materially and adversely affect any of its business, operations, properties, assets or condition (financial or otherwise) together with a written statement setting forth the details thereof and any actions with respect thereto taken or proposed to be taken by Developer in response thereto.

(s) Term. City and Developer agree that except as expressly set forth in this Agreement, following the payment of all Service Payments due pursuant to the TIF Ordinance and this Agreement, this Agreement, and all obligations of the parties hereunder, shall terminate and be of no further force or effect.

[Signature Page Follows]

The Developer has caused this Agreement to be duly executed by Bryan Graham, its Authorized Developer Representative, and the City has caused this Agreement to be duly executed by Jay Bennett, its Director of Community Development, as authorized by Ordinance No. _____, all as of the date first above written.

CITY OF ZANESVILLE, OHIO

_____
Jay Bennett
Director of Community Development

Dutro Ford, Lincoln, Nissan, LLC,
an Ohio limited liability company

By: _____
Bryan Graham

Approved as to form:

_____
Scott Hillis
City Law Director

STATE OF OHIO)
) SS:
COUNTY OF MUSKINGUM)

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by Bryan Graham, Authorized Developer Representative of Dutro Ford, Lincoln, Nissan, LLC, an Ohio limited liability company.

_____
Notary Public

STATE OF OHIO)
) SS:
COUNTY OF MUSKINGUM)

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by Jay Bennett, Director of Community Development for the City of Zanesville, an Ohio municipal corporation, on behalf of the municipal corporation.

_____
Notary Public

This instrument prepared by: Price D. Finley, Esq., Bricker & Eckler LLP, 100 South Third Street, Columbus, Ohio 43215

FISCAL OFFICER'S CERTIFICATE

The undersigned, Treasurer of the City of Zanesville, Ohio (the "City") under the foregoing Agreement, certifies hereby that the monies required to meet the obligations of the City during the year 2015 under the foregoing Agreement have been appropriated lawfully for that purpose, and are in the Treasury of the City or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Ohio Revised Code Sections 5705.41 and 5705.44.

Dated: _____, 2015

_____
Treasurer
City of Zanesville, Ohio

EXHIBIT A

DESCRIPTION OF SITE

The TIF is to be used exclusively for the parcels authorized in Ordinance #15-108 passed by the membership of the Zanesville City Council on October 13th, 2015 and for no other purpose. The parcels are listed below:

81-62-03-04-000
81-66-01-01-000
81-66-01-02-000
81-66-01-03-000
81-66-01-04-000
81-66-01-04-001
81-66-01-05-000
81-66-01-06-000
81-66-01-07-000
81-66-01-08-000
81-66-01-09-000
81-66-01-10-000
81-66-01-13-000
81-66-01-14-000
81-66-01-15-000
81-66-01-16-000
81-66-01-17-000
81-66-01-18-000
81-66-01-19-000
81-66-01-20-000
81-66-01-21-000
81-66-01-22-000
81-66-02-01-000
81-66-02-02-000
81-66-02-03-000
81-66-02-04-000
81-66-02-05-000
81-66-02-06-000
81-66-02-10-000
81-66-02-11-000
81-66-02-13-000
81-66-02-15-000
81-66-02-16-000
81-66-02-17-000
81-66-02-18-000
81-66-02-19-000
81-66-02-21-000
81-66-02-21-001
81-66-02-22-000

EXHIBIT B

PUBLIC INFRASTRUCTURE IMPROVEMENTS

The Public Infrastructure Improvements is exclusively for the construction of the following improvements on or near the Parcels that will directly benefit the Parcels and all related costs of permanent improvements (including those costs listed in Section 133.15(B) of the Ohio Revised Code):

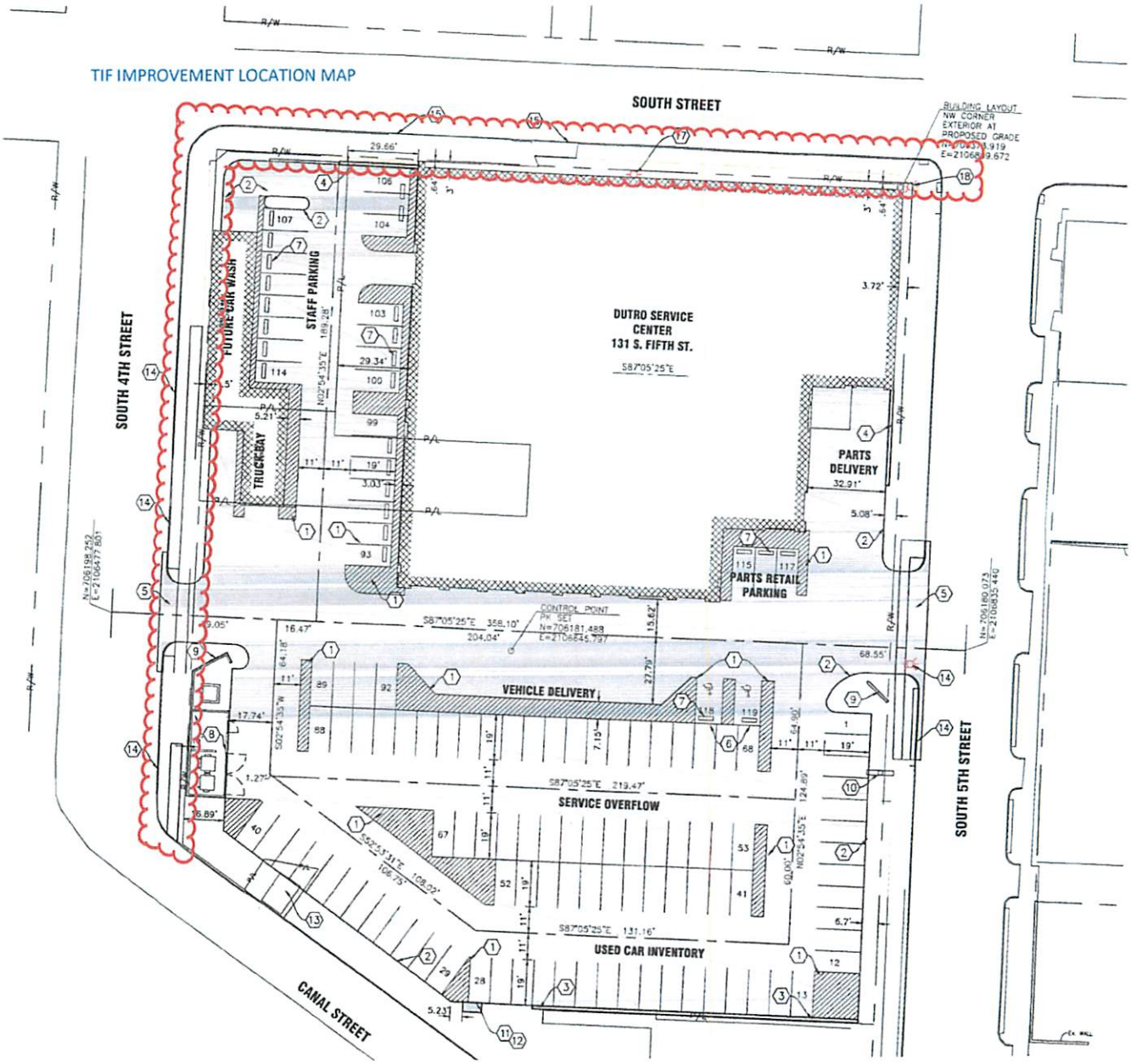
The Public Infrastructure Improvements is exclusively for the construction of the following improvements on or near the Parcels that will directly benefit the Parcels and all related costs of permanent improvements (including those costs listed in Section 133.15(B) of the Ohio Revised Code):

- The TIF may be used for the relocation of electric and telecommunications services and all labor, materials and equipment as described in the cost estimate below:
  - $6,518.85 Relocate electric service for detective's building from Court Alley to SE corner of building
  - $11,751.02 Relocate AT&T line for detective's building from Court Alley to SE corner of building underground
  - $8,509.36 Relocate Time Warner fiber for detective's building from Court Alley to SE corner of building underground.
    - $26,779.23 total for relocation of electric and telecommunications services
- The TIF may be used for the construction of sidewalk with enhancements, such as light pole foundations, conduits and brick pavers along the curb, in the areas immediately surrounding and benefiting the parcels as described in Exhibit A, Project Area.
  - $50,000.00 300 linear feet of improved sidewalk along South Street between 4th and 5th Streets
  - $23,220.77 140 additional linear feet of improved sidewalk
    - $73,220.77 total for sidewalk improvements and enhancements
- Monies are not to be reimbursed for sidewalk improvements if they were already in existence prior to the upgrade of the Dutro facility or need replaced as a result of the construction and upgrade of the site.
- The value of reimbursable expenses for public improvements within the TIF shall not exceed a valuation of $100,000.00.

Ordinance 15-136

Exhibit C

Map of Public Infrastructure Improvements



Department of Community Development
Jay D. Bennett, Director

RECEIVED
NOV 18 2015
CLERK OF COUNCIL

ORDINANCE NO. 15-___137___
INTRODUCED BY COUNCIL

AN ORDINANCE AUTHORIZING THE DIRECTOR OF COMMUNITY DEVELOPMENT TO ENTER INTO A DEVELOPERS AGREEMENT WITH DUTRO, FORD, LINCOLN, NISSAN, LLC FOR THE PURPOSE OF CONSTRUCTING PUBLIC IMPROVEMENTS WITHIN THE TAX INCREMENT FINANCE EXEMPTION ESTABLISHED IN ORDINANCE 15-108.

WHEREAS, the City of Zanesville passed Ordinance 15-108 which declared the improvement to certain real property (herein referred to as the "TIF") owned by Dutro, Ford, Lincoln, Nissan, LLC (hereinafter referred to as "Dutro") to be a public purpose; established that 100% of the increase in assessed value of the real property of the "TIF" to be exempt from real property taxation for a period of 30 years; provided for service payments in lieu of taxes as obligations tied to the "TIF" for the duration of the 30 year period and authorized the payment of certain public infrastructure improvements that will benefit the "TIF" from the payment in lieu of taxes; and

WHEREAS, the Zanesville Department of Community Development has retained the professional services of Bricker and Eckler LLP to draft a Developer's Agreement that specifies the terms and conditions of the legally binding agreement between "Dutro" and the City in respect to the "TIF"; and

WHEREAS, the Developer's Agreement specifies the public improvements are to be constructed by "Dutro" and that after completion they shall be dedicated to the City for public use; that the City permits "Dutro" to construct improvements within existing rights-of-way and easements controlled by the City; and

WHEREAS, the Developer's Agreement establishes a reimbursement from the service payments in lieu of taxes for the cost of the public improvements and requires "Dutro" to provide a certified statement that provides reasonable evidence of the cost of the public improvements.

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

SECTION ONE: the Community Development Director is hereby authorized to execute the Developer's Agreement in substantially the same form as the one attached hereto as Exhibit A, with changes not inconsistent with this Ordinance or adverse to the City, and to execute all legal documents necessary to carry out the purpose of this Ordinance, which shall be approved by the Law Director.

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

PASSED: _____, 2015

ATTEST:

SUSAN CULBERTSON,
Clerk of Council

DANIEL M. VINCENT,
President of Council

APPROVED: _____, 2015

THIS LEGISLATION APPROVED AS TO FORM

JEFF TILTON,
Mayor

LAW DIRECTOR'S OFFICE

DRAFT 11/16/2015

DEVELOPER'S AGREEMENT
Dutro Ford, Lincoln, Nissan LLC

THIS DEVELOPER'S AGREEMENT ("Agreement") is between Dutro Ford, Lincoln, Nissan, LLC, an Ohio limited liability company, with an office located at 131 South 5th Street, Zanesville, Ohio 43701, ("Developer") and the City of Zanesville, Ohio ("City"), a municipal corporation organized under the laws of the State of Ohio, with an office located at 401 Market Street, Zanesville, Ohio 43701.

RECITALS

A. Developer has acquired fee title to certain real property situated in the City, a description of which real property is attached hereto as Exhibit A (the "Project Area") and incorporated herein by reference, with each parcel of real property within the Project Area referred to herein as a "Parcel" (whether as presently appearing on county tax duplicates or as subdivided or combined and appearing on future tax duplicates).

B. Developer desires to undertake a development project that will include constructing a new commercial restaurant facility and otherwise improving the Project Area (the "Project").

C. To aid in the development of the Project, City Council for the City has, on October 13th, 2015, passed Ordinance #15-108 (the "TIF Ordinance"), which TIF Ordinance, among other things: (i) established a tax increment financing program with respect to the real property that will be developed and redeveloped on the Project Area (the "TIF"); (ii) declared 100% of the increase in assessed value of the real property comprising the Project Area following the effective date of the TIF Ordinance to be a public purpose and exempt from real property taxation; (iii) provided for service payments in lieu of taxes (the "Service Payments") as obligations running with the land for the duration of the TIF Exemption payable with respect to the real property comprising the Site; and (iv) authorized the payment of certain public infrastructure improvements that will directly benefit the Project Area from the Service Payments.

D. Developer and the City have entered or will enter into a Tax Increment Service Payment Agreement (the "TIF Agreement") with respect to certain tax increment financing ("TIF") providing for payment of monies earmarked for costs of the certain public infrastructure improvements (the "Developer Improvements") to be undertaken pursuant to this Agreement, which are identified in Exhibit B hereto.

E. The City has authorized this Agreement pursuant to Ordinance No. ___ passed by the City Council on ____.

WHEREFORE, the parties, intending to be legally bound, agree to the following terms and conditions:

1. Contingent Obligations. The obligations of the Developer in this Agreement are contingent on (i) the Developer obtaining all necessary zoning, development plan and/or plat approvals, building permits and other permits required for development of the Project; (ii) the

Developer securing all necessary easements and rights-of-way, as well as the authority to complete construction within the easements and/or right-of-way areas; (iii) the creation of Tax Increment Financing on the commercial portions of the Property, and (iv) the execution of the TIF Agreement between the City and the Developer that includes terms for using service payments from the TIF to reimburse the Developer for construction of the Developer Improvements.

2. Construction of the Developer Improvements.

A. Authorization, Cooperation, Dedication. The Developer is to construct, install or otherwise make the Developer Improvements in compliance with the engineering drawings and specifications prepared or to be prepared by the Developer and approved by the City Engineer. Developer shall be responsible for acquiring and paying for all State, local, or Federal permits required for the Developer Improvements. Also prior to the construction of any portion of the Developer Improvements, the Developer shall dedicate (or cause to be dedicated), and the City shall accept, any and all rights-of-way on those portions of the Property on which the Developer Improvements are planned to be constructed and any necessary adjacent rights-of-way, except for those listed immediately below, if any:

__N/A_____

_____

_____

Further, the Developer covenants and agrees that, after the above-described rights-of-way dedication and acceptance by the City, it will cause to be constructed and installed all of the Developer Improvements, in accordance with this Agreement. The Developer agrees that the Developer Improvements shall be dedicated for public use upon their completion, except for those listed immediately below, if any:

__Construction activities on private property _____

_____

_____

The City grants to Developer permission to construct the Developer Improvements within existing rights-of-way and easements controlled by the City, in the manner depicted in the engineering drawings and specifications prepared or to be prepared by the Developer and approved by the City Engineer.

B. Reimbursement from Service Payments. The City shall use the Service Payments in the "TIF Fund" (as defined in the TIF Agreement), net of amounts due to the School Districts (as defined in the TIF Agreement) in accordance with the terms of the TIF Ordinance, to reimburse the Developer for the cost of undertaking the Developer Improvements (the "Cost of Developer Improvements"). The Cost of Developer Improvements shall include all costs the Developer incurs in order to construct the Developer Improvements, including the items of "costs of permanent improvements" set forth in R.C. Section 133.15(B). Those costs include but are not necessarily limited to: (i) cash paid; (ii) out of pocket expenses for third-party review and inspection fees including, but not limited to, City fees incurred in connection with the construction

of the Developer Improvements; (iii) out of pocket expenses for third-party professional fees (e.g., engineering fees, environmental professional fees, architectural fees, project management fees and legal fees); and (iv) out of pocket expenses for third-party construction management and supervisory fees. Costs of the Developer Improvements shall not include interest costs associated with any of the foregoing.

C. From time to time, the Developer shall provide a certified statement to the City setting forth and providing reasonable evidence concerning Costs of the Developer Improvements (each a "Certified Statement", and collectively, the "Certified Statements"). At least twice each year, subsequent to submission of the first Certified Statement by the Developer, and contingent upon the City having received funds in the TIF Fund (and subject to the limitations described above), the City shall pay to Developer, within fourteen (14) business days following the City's receipt of a Certified Statement, the lesser of (i) the Costs of the Developer Improvements, or part thereof, as shown in the Certified Statements, or (ii) the funds available at that time in the TIF Fund. Should insufficient funds exist in the TIF Fund at the time of submission of a Certified Statement to reimburse the Developer for the Costs of the Developer Improvements, then the City shall maintain a record of such unpaid amounts, and the City shall pay to Developer such amounts within fourteen (14) business days after such funds exist in the TIF Fund, provided that such payment shall not exceed the available balance in the TIF Fund. Upon request not more than twice each calendar year, the Developer may request from the City an accounting or record of all amounts paid to Developer out of the TIF Fund along with each payment to Developer, including payments made by the City, and the City shall provide such accounting or record within fourteen (14) business days of the receipt of request.

3. Security for Performance. The Developer shall execute, and provide to the City, a bond, equal to the estimated construction costs of the total Developer Improvements shown on Exhibit B, as approved by the City Engineer as security for performance of all of Developer's obligations set forth in this Agreement. All forms of financial guarantees must be acceptable to the City to insure faithful performance of the terms and conditions under this Agreement and to ensure completion of all Developer Improvements in accordance with all applicable State and local laws and regulations, and in the absence of applicable State and local laws and regulations, best practices of the engineering and construction industry.

If the surety of any bond so furnished by the Developer or a contractor declares bankruptcy, becomes insolvent or its right to do business is terminated in Ohio, the Developer shall within five (5) days thereafter cause the substitution of another bond or surety.

4. Indemnification. The Developer shall indemnify and hold harmless the City, and all of its elected officials, officers, employees and agents from all claims, suits, actions and expenses (including reasonable attorneys' fees) that arise due to the wrongful or negligent performance or non-performance of the Developer, its contractors, subcontractors or its agents or employees, under this Agreement, including any and all proceedings which may originate from or on account of any death, injuries or damages to persons or property received or sustained as a consequence of any actions or omissions of any contractor, subcontractor or agent, from any material, including explosives, or any method used in said work or by or on account of any

accident caused by negligence or any other act or omission of any contractor, subcontractor or its agents or employees.

5. Time for Performance. The intent and understanding of the parties is for the Developer to have all Developer Improvements constructed and completed within 6 months of executing this Agreement.

The time for performance indicated immediately above is subject to any approved extensions by the City for delays beyond the reasonable control of the Developer that prevent the Developer from timely performing its obligations under this Agreement. A request for extension must be in writing and may be granted at the discretion and approval of the City.

At all times during construction of the Developer Improvements, the Developer shall have on-site a competent representative who is knowledgeable and familiar with the Project. The representative shall be capable of reading plans and specifications and shall have the authority to execute the plans and specifications and any alterations required by the City. The representative shall be replaced by the Developer when, in the opinion of the City, reasonably determined, his/her performance is deemed inadequate.

6. Breach. The Developer and the City agree that any material violations of or noncompliance with any of the terms and conditions of this Agreement shall constitute a breach of contract, and, subject to the notification and cure provisions outlined below, the Developer and the City shall have the right to stop work forthwith and seek any and all remedies available at law or equity. In the event of a breach by the Developer, the City shall have the right to act against the performance surety, or other financial security accepted by the City, for the purpose of properly completing the Developer Improvements, or having the Developer Improvements completed, as required herein. Should the City exercise its right to act against the performance surety, or other financial security accepted by the City, any such costs thereafter expended by the City, and not reimbursed to it or paid for by the Developer's surety or guarantor, in having the Developer Improvements completed, shall be excluded from reimbursement to the Developer under the TIF Agreement.

7. Notice and Opportunity to Cure. Prior to either party acting to stop its work in connection with an alleged breach of this Agreement, the non-breaching party shall provide a written notice to the breaching party, which written notice shall contain information about the alleged material violations of or noncompliance with any material term(s) and condition(s) of this Agreement. The breaching party shall have not more than thirty (30) days after receiving the written notice to cure the alleged breach. If the breach is not cured within that time period, the non-breaching party may act to stop its work in connection with this Agreement and seek any and all remedies available at law or equity. Notwithstanding the foregoing, if the nature of the breach is such that it cannot be reasonably cured within said 30-day period, then the breaching party shall have an additional period in which to cure as is reasonable under the circumstances, so long as the cure is commenced within said 30-day period, is diligently prosecuted to completion thereafter, and such additional time period is not adverse to the general health, safety and welfare of the City. Notwithstanding any other provision of this Agreement, the above-described notification and cure provisions shall not apply when (i) the non-breaching party reasonably believes that it will be

materially harmed if a thirty (30) day notice period is observed, (ii) the City's Building Official issues a stop work order for local, county or state code violations related to construction defects, or (iii) the City Engineer issues a stop work order for local, county or state construction code violations.

8. Plan Review and Inspection Cost. It is further agreed that prior to receiving all permits required to commence construction of the Developer Improvements, the Developer shall deposit a non-refundable amount estimated to be necessary to pay the City's cost of plan review. The Developer shall also pay for all inspection fees or the Developer shall engage an engineering firm licensed in the State of Ohio to perform Construction Administration and Inspection and Testing Services. If the Developer engages its own construction administration, inspection, or testing firm, it shall ensure that the City is a third party beneficiary to any such contract and that all communications of test results or other project information provided by the firm to Developer be sent to the City at the same time.

9. Acceptance. Upon completion and acceptance by the City of any particular Public Infrastructure Improvement, which acceptance by the City shall not be unreasonably delayed, the City shall assume responsibility for the operation and routine maintenance of the accepted Public Infrastructure Improvement. Notwithstanding the foregoing, the Developer shall be responsible for the repair and/or reconstruction of any and all defective materials or workmanship.

Formal acceptance of any particular Public Infrastructure Improvement (for those that are to be publicly dedicated as provided in this Agreement) shall occur only after written notice is provided to the Zanesville City Council from the City Engineer indicating his approval of the particular Public Infrastructure Improvement(s), which approval shall not be unreasonably withheld. Except as provided above with respect to defective materials and/or workmanship, the Developer's maintenance responsibility with respect to accepted Developer Improvements as described herein shall terminate upon formal acceptance of the particular Public Infrastructure Improvement(s) by the Zanesville City Council.

Snow and/or ice removal or other safety requirements deemed necessary by the City Engineer during the period of construction of any Public Infrastructure Improvement shall be the responsibility of the Developer.

The Developer shall, within thirty (30) days following the completion of any Public Infrastructure Improvement and prior to final acceptance by the City, furnish to the City, as required, "as built" drawings of the Public Infrastructure Improvement, which drawings shall become the property of the City and remain in the office of the City Engineer.

The Developer shall, within thirty (30) days of completing any of the Public Infrastructure Improvement, furnish to the City an itemized statement showing the cost of the Public Infrastructure Improvement and a notarized affidavit stating that all material and labor costs have been paid. The Developer shall indemnify and hold harmless the City from all expenses and claims for labor and/or material related to construction by the Developer of said Developer Improvements. In its contracts with agents, subcontractors, and subconsultants, the Developer shall require each entity to indemnify and hold harmless the City from all expenses and claims for

labor and/or material related to construction of the Developer Improvements. The Developer shall provide the City with evidence satisfactory to it that all liens affecting the Developer Improvements, including but not limited to liens for delinquent taxes, the lien of any mortgage, and any mechanic's liens, have been released. The City shall not accept the Developer Improvements until such satisfactory evidence is provided to the City Engineer.

The Developer shall comply with all rules and regulations and conform to all reasonable procedures established by the City regarding submission of shop drawings, construction schedules, operation of facilities and other matters related hereto.

The Developer shall obtain all necessary utility services necessary for the construction of the Developer Improvements and for their continued operation. The Developer shall be responsible for all utility charges and installation costs applicable to the period of construction. The utility user charges shall be paid by the Developer and maintained in continuous use throughout the construction and testing phases until accepted for operation and maintenance by the City. The Developer shall not be responsible for utility user charges with respect to any particular Public Infrastructure Improvement after formal acceptance of the dedication of the particular Developer Improvements by Zanesville City Council.

10. Prevailing Wage. The Developer and the City acknowledge and agree that construction of the Developer Improvements are subject to the prevailing wage requirements of Ohio Revised Code Chapter 4115 and all wages paid to laborers and mechanics employed in constructing those Developer Improvements on the Project shall be paid at not less than the prevailing rates of wages of laborers and mechanics for the classes of work called for by the Developer Improvements, which wages shall be determined in accordance with the requirements of that Chapter 4115. The Developer shall require compliance by all contractors, and shall require all contractors to require all subcontractors working on the (reimbursable) Developer Improvements, to comply with all applicable requirements of that Chapter 4115.

11. Insurance. Prior to the commencement of construction of the Developer Improvements, the Developer or its contractor shall take out and maintain, and shall require all contractors to require all subcontractors to take out and maintain, insurance in such amounts as provided below. The Developer or its contractor shall provide sufficient evidence to the City, prior to construction, that such insurance exists and is in effect.

- Public Liability Insurance in the amount of $1,000,000.00 for bodily injuries including those resulting in death of any one person and on account of any one accident or occurrence.

- Property Damage Insurance and Builders Risk Insurance in an amount of $1,000,000.00 from damages on account of any one accident or occurrence.

- Valuable Papers Insurance (when applicable to the type of work undertaken by the contractor or subcontractor) in an amount sufficient to assure restoration of any plans, drawings, field notes, or other similar data relating to the work covered by this Agreement, in the event of their loss or destruction, until such time as the plans and field and design data are delivered to the City.

- Professional Liability Insurance in the sum of not less than $1,000,000.00 annual aggregate, on a claims-made basis.

The Developer agrees, on behalf of itself and its agents, subcontractors, and subconsultants that the insurance policies required herein (excluding the Professional Liability Insurance) shall require the insurer to name the City as an additional insured, and to provide the City with thirty (30) days' prior written notice before the cancellation of a policy.

12. Representations. The Developer represents and warrants that the execution and delivery by the Developer of this Agreement and the compliance by the Developer with all of the provisions herein (i) are within the authority and powers of the Developer; (ii) will not conflict with or result in any breach of any of the provisions of, or constitute default under, any agreement, its articles of organization or operating agreement, or other instrument to which the Developer is a party or by which it may be bound, or, to the Developer's knowledge, any license, judgment, decree, law, statute, order, rule or regulation or any court or governmental agency or body having jurisdiction over the Developer or any of its activities or properties; and (iii) have been duly authorized by all necessary action on the part of the Developer.

Should the Developer be unable to carry out the terms and conditions of this Agreement, the Developer's heirs, successors and/or assigns shall complete and comply with all applicable terms, conditions, provisions and requirements of this Agreement.

The City hereby represents and warrants that (i) execution of this Agreement has been approved and authorized by Ordinance No. ___, passed by City Council on _____; and (ii) the City has full power and authority to enter into this Agreement, to carry out its terms and to perform its obligations hereunder.

13. Waiver. In the event that any covenant, agreement, or obligation under this Agreement shall be breached by either the Developer or the City and the breach shall have been waived thereafter by the Developer or the City, as the case may be, the waiver shall be limited to the particular breaches so waived and shall not be deemed to waive any other or any subsequent breach thereunder.

14. Severability. In case any section or provision of this Agreement, or any covenant, agreement, obligation or action, or part thereof, made, assumed, entered into or taken, or any application thereof, is held to be illegal or invalid for any reason,

(a) that illegality or invalidity shall not affect the remainder hereof or thereof; any other section or provision hereof, or any other covenant, agreement, obligation or action, or part thereof, made, assumed, entered into or taken, all of which shall be construed and enforced as if the illegal or invalid portion were not contained herein or therein,

(b) the illegality or invalidity of any application hereof or thereof shall not affect any legal and valid application hereof or thereof; and

(c) each section, provision, covenant, agreement, obligation or action, or part thereof, shall be deemed to be effective, operative, made, assumed, entered into or taken in the manner and to the full extent permitted by law.

15. Assignment. Except as otherwise provided in this Section, this Agreement may not be assigned by any party hereto without the written consent of the other party, not to be unreasonably withheld. Notwithstanding any provisions to the contrary in this Section, the Developer may assign its interest in this Agreement to an entity controlled by or under common control with the Developer without the prior written consent of the City, conditioned upon an assignment including the assignment of both the rights and obligations of the Developer hereunder, and a copy of such assignment being timely provided to the City. All representations and warranties of the Developer and the City herein shall survive the execution and delivery of this Agreement.

16. Notices. Any notices, statements, acknowledgements, consents, approvals, certificates or requests required to be given on behalf of either party to this Agreement shall be made in writing addressed as follows and sent by registered or certified mail, return receipt requested, and shall be deemed delivered when the return receipt is signed, refused or unclaimed:

If to the City to:
City of Zanesville
401 Market Street
Zanesville, Ohio 43701
Attention: Jay D. Bennett, Director of Community Development

If to the Developer to:
Dutro Ford, Lincoln, Nissan, LLC
131 South 5th Street
Zanesville, Ohio 43701
Attention: Bryan Graham

or to any such other persons or addresses as may be specified by either party, from time to time, by prior written notification.

17. Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio. All claims, counterclaims, disputes and other matters in question between the City, its agents and employees, and the Developer, its employees, contractors, subcontractors and agents arising out of or relating to this Agreement or its breach will be decided in a court of competent jurisdiction within Muskingum County, Ohio.

18. Captions. The captions and headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections in this Agreement.

19. Counterparts. This Agreement may be signed in one or more counterparts or duplicate signature pages with the same force and effect as if all required signatures were

contained in a single original instrument. Any one or more of such counterparts or duplicate signature pages may be removed from any one or more original copies of this Agreement and annexed to other counterparts or duplicate signature pages to form a completely executed original instrument. Electronic or facsimile signatures shall be acceptable.

IN WITNESS WHEREOF, the City and Developer, each by a duly authorized representative, have caused this Agreement to be executed on this __ day of _____, 2015.

City of Zanesville	Dutro Ford, Lincoln, Nissan, LLC
By:	By:
_____	_____
Its:	Its:
_____	_____

Approved as to Form:

_____
Scott Hillis, Law Director

DRAFT 11/16/2015

Exhibit A

Project Area

The TIF is to be used exclusively for the parcels authorized in Ordinance #15-108 passed by the membership of the Zanesville City Council on October 13th, 2015 and for no other purpose. The parcels are listed below:

81-62-03-04-000
81-66-01-01-000
81-66-01-02-000
81-66-01-03-000
81-66-01-04-000
81-66-01-04-001
81-66-01-05-000
81-66-01-06-000
81-66-01-07-000
81-66-01-08-000
81-66-01-09-000
81-66-01-10-000
81-66-01-13-000
81-66-01-14-000
81-66-01-15-000
81-66-01-16-000
81-66-01-17-000
81-66-01-18-000
81-66-01-19-000
81-66-01-20-000
81-66-01-21-000
81-66-01-22-000
81-66-02-01-000
81-66-02-02-000
81-66-02-03-000
81-66-02-04-000
81-66-02-05-000
81-66-02-06-000
81-66-02-10-000
81-66-02-11-000
81-66-02-13-000
81-66-02-15-000
81-66-02-16-000
81-66-02-17-000
81-66-02-18-000
81-66-02-19-000
81-66-02-21-000
81-66-02-21-001
81-66-02-22-000

Exhibit B

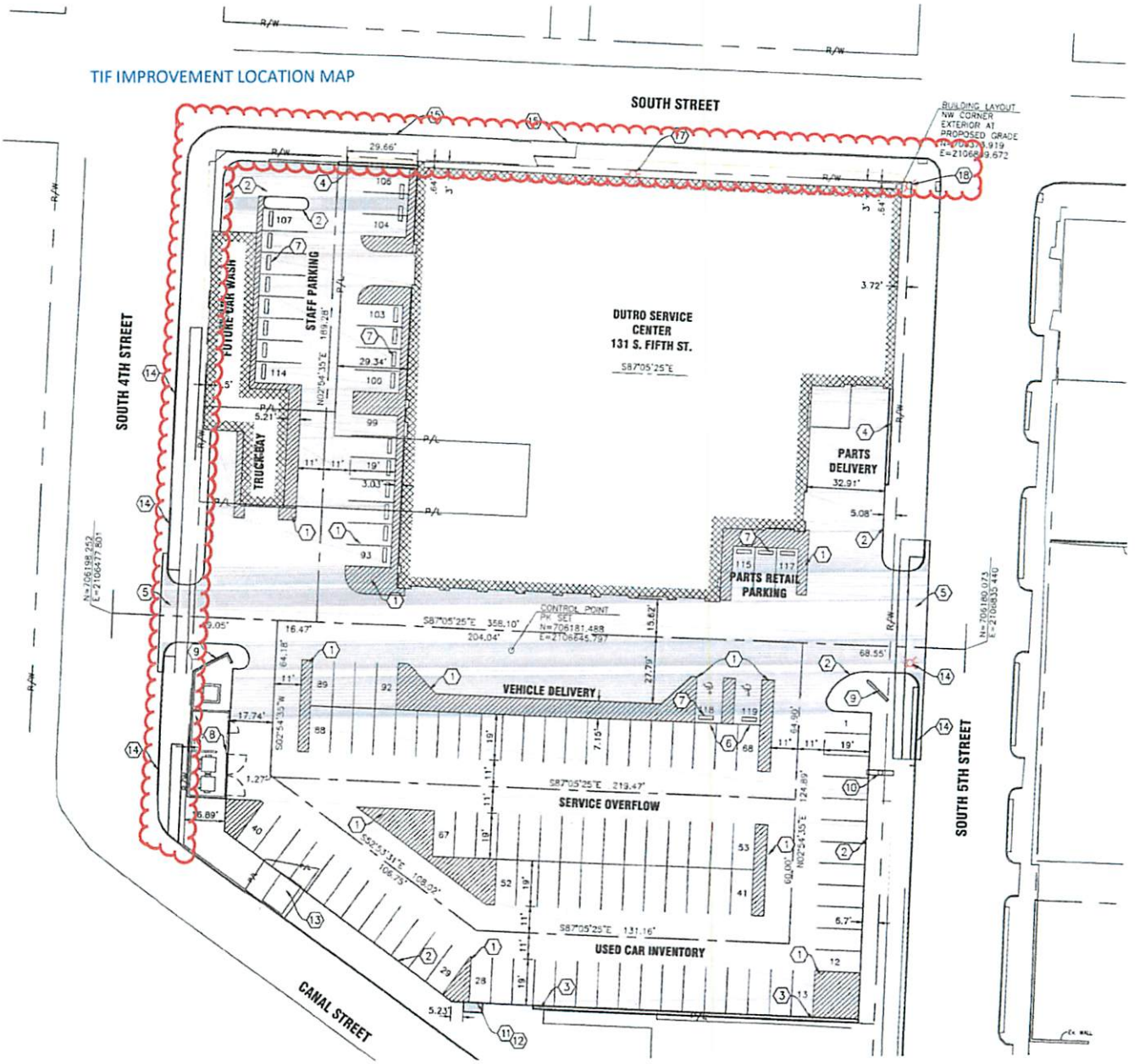
Developer Improvements and Estimated Construction Costs

The Public Infrastructure Improvements is exclusively for the construction of the following improvements on or near the Parcels that will directly benefit the Parcels and all related costs of permanent improvements (including those costs listed in Section 133.15(B) of the Ohio Revised Code):

- The TIF may be used for the relocation of electric and telecommunications services and all labor, materials and equipment as described in the cost estimate below:
    - $6,518.85 Relocate electric service for detective's building from Court Alley to SE corner of building
    - $11,751.02 Relocate AT&T line for detective's building from Court Alley to SE corner of building underground
    - $8,509.36 Relocate Time Warner fiber for detective's building from Court Alley to SE corner of building underground.
        - $26,779.23 total for relocation of electric and telecommunications services
- The TIF may be used for the construction of sidewalk with enhancements, such as light pole foundations, conduits and brick pavers along the curb, in the areas immediately surrounding and benefiting the parcels as described in Exhibit A, Project Area.
    - $50,000.00 300 linear feet of improved sidewalk along South Street between 4th and 5th Streets
    - $23,220.77 140 additional linear feet of improved sidewalk
        - $73,220.77 total for sidewalk improvements and enhancements
- Monies are not to be reimbursed for sidewalk improvements if they were already in existence prior to the upgrade of the Dutro facility or need replaced as a result of the construction and upgrade of the site.
- The value of reimbursable expenses for public improvements within the TIF shall not exceed a valuation of $100,000.00.

Ordinance 15-137

Exhibit C
Map of Public Infrastructure Improvements



Mayor Jeff Tilton

ORDINANCE NO. 15-115
INTRODUCED BY COUNCIL

AUTHORIZING THE PROPER CITY OFFICIAL TO PROVIDE FUNDS TO THE MUSKINGUM ECONOMIC OPPORTUNITY ACTION GROUP

WHEREAS, the Muskingum Economic Opportunity Action Group, Inc. was designated a Community Action Agency for Muskingum County on March 20, 1968; and

WHEREAS, such organization was incorporated as a non-profit organization in the State of Ohio with the mission to utilize public and private resources to attack poverty and its causes in Muskingum County and surrounding areas; and

WHEREAS, the Organization receives funding from the State of Ohio under the Community Services Block Grant program and the City of Zanesville has for many years provided local funds to help finance administration of the organization's programs: and

WHEREAS, the Administration of the City of Zanesville believes that said organization is helpful throughout the community in regard to community services and general outreach and referral.

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 administrative funding to the Muskingum Economic Opportunity Action Group, Inc. for the period January 1, 2016 through December 31, 2016. Said funding shall be $10,000.00, and will be paid from account number 101.2110.53209 in equal installments in January, April, July and October.

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

PASSED_____, 2015

ATTEST:_____
Susan Culbertson
Clerk Of Council

_____
Daniel M. Vincent
President Of Council

APPROVED:_____,2015

_____
Jeff Tilton
Mayor

This legislation approved as to form:

_____
Law Director's Office

Mayor Jeff Tilton

RECEIVED
OCT 19 2015
CLERK OF COUNCIL

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

_____
Jeff Tilton
Mayor

This legislation approved as to form:

_____
Law Director's Office

Department of Public Service
Jay D. Bennett, Director

RECEIVED
OCT 20 2015
CLERK OF COUNCIL

ORDINANCE NO. 15-123
INTRODUCED BY COUNCIL

AN ORDINANCE AMENDING CHAPTER 922 and CHAPTER 923 OF THE CITY OF ZANESVILLE'S CODIFIED ORDINANCES, REGARDING DISCHARGES TO THE SANITARY SEWER SYSTEMS.

WHEREAS, Pretreatment Streamlining Rules have been developed by the Environmental Protection Agency of both the State of Ohio and the United States of America. In order to satisfy these Rules, the City must amend its ordinances regulating industrial pretreatment; and

WHEREAS, amending the industrial pretreatment regulations will allow for more efficient enforcement by the City and a reduced regulatory burden on industrial users without adversely effecting environmental protection; and

WHEREAS, the State of Ohio, Environmental Protection Agency has reviewed these amendments of the industrial pretreatment regulations and has advised of its provisional approval.

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 amend Section 922 (a) of the Zanesville Codified Ordinances to include the following language:

922.01 DEFINITIONS.

(1.5) **"BEST MANAGEMENT PRACTICES OR BMP'S" MEANS SCHEDULES OF ACTIVITIES, PROHIBITIONS OF PRACTICES, MAINTENANCE PROCEDURES, AND OTHER MANAGEMENT PRACTICES TO ENFORCE SPECIFIC LIMITS TO IMPLEMENT THE PROHIBITIONS LISTED IN OAC 3745-3-04. BMP'S ALSO INCLUDE TREATMENT REQUIREMENTS, OPERATING PROCEDURES, AND PRACTICES TO CONTROL PLANT SITE RUNOFF, SPILLAGE OR LEAKS, SLUDGE OR WASTE DISPOSAL, OR DRAINAGE FROM RAW MATERIALS STORAGE. THE DIRECTOR HAS THE AUTHORITY TO REQUIRE BMP'S AS A CONDITION OF INDUSTRIAL USER PERMITS, INCLUDING RECORDKEEPING AND REPORTING REQUIREMENTS.**

(21.2) **"INSTANTANEOUS LIMIT" MEANS THE MAXIMUM CONCENTRATION OF A POLLUTANT AT ANY TIME, DETERMINED FROM THE ANALYSIS OF ANY DISCRETE OR COMPOSITED SAMPLE COLLECTED, INDEPENDENT OF THE INDUSTRIAL FLOW RATE AND THE DURATION OF THE SAMPLING EVENT.**

(25.7) **"NON-SIGNIFICANT INDUSTRIAL USER" IS AN INDUSTRIAL DISCHARGER THAT DOES NOT FIT IN THE CRITERIA OF A SIGNIFICANT INDUSTRIAL USER.**

(42.5) "Significant Industrial User" (**SIU**) means:

A. Except as provided in subsection (42.5)B hereof, "significant industrial user" includes:
   1. All industrial users subject to categorical pretreatment standards; and

2. Any other industrial user that: discharges an average of 25,000 gallons per day or more of process wastewater to the POTW; contributes a process wastestream which makes up five percent (5%) or more of the average dry weather hydraulic or organic capacity of the POTW treatment plant; or has the reasonable potential, in the opinion of the Director, to adversely affect the POTW's operation or for violating any pretreatment standard requirement.

B. The Director may at any time, on its own initiative or in response to a petition received from an industrial user, determine that a noncategorical industrial user is not a significant industrial user if the industrial user has no reasonable potential to adversely affect the POTW's operation or for violating any pretreatment standard or requirements.

(42.7) **"SIGNIFICANT NONCOMPLIANCE." THE TERM SIGNIFICANT NONCOMPLIANCE SHALL BE APPLICABLE TO ALL SIGNIFICANT INDUSTRIAL USERS (OR ANY OTHER INDUSTRIAL USERS THAT VIOLATE ONE OR MORE OF THE CRITERIA AS SET FORTH IN CHAPTER 923.23 (d)**

(43) "Slugload" means any **DISCHARGE AT A FLOW RATE OR CONCENTRATION, WHICH CAUSE A VIOLATION OF THE PROHIBITED DISCHARGED STANDARDS IN SECTION 923.11 OF THIS ORDINANCE. A SLUG DISCHARGE IS A DISCHARGE OF A NON-ROUTINE, EPISODIC NATURE, INCLUDING BUT NOT LIMITED TO AN ACCIDENTAL SPILL OR A NON-CUSTOMARY BATCH DISCHARGE, WHICH HAS A REASONABLE POTENTIAL TO CAUSE INTERFERENCE OR PASS THROUGH, OR IN ANY OTHER WAY VIOLATE THE POTW'S REGULATIONS, LOCAL LIMITS, OR WASTEWATER PERMIT CONDITIONS.** ~~pollutant, including oxygen demanding pollutants released in a discharge at a flow rate and or pollutant concentration as to cause interference in the POTW.~~

(46.5) **"TOMP" MEANS TOXIC ORGANIC MANAGEMENT PLAN.**

(55.5) **"WASTEWATER DISCHARGE PERMIT (INDUSTRIAL USER PERMIT)." A FORMAL PERMIT TO DISCHARGE INDUSTRIAL WASTE INTO ANY SEWER OR THE SEWAGE SYSTEM, AS ISSUED BY THE CITY AUTHORIZED BY THE STATE OF OHIO OR UNITED STATES E.P.A. TO ISSUE THOSE PERMITS. AS SPECIFIED MORE PARTICULARLY IN THIS CHAPTER, THE DIRECTOR MAY ISSUE EITHER AN INDIVIDUAL WASTEWATER DISCHARGE PERMIT OR A GENERAL WASTEWATER DISCHARGE PERMIT.**

SECTION TWO: The proper City official is hereby authorized to amend Section 923 of the Zanesville Codified Ordinances to include the following language:

923.12 SPECIFIC LIMITATIONS ON WASTEWATER STRENGTH.

(h) **USERS MAY BE REQUIRED BY THE DIRECTOR TO COMPLY WITH BEST MANAGEMENT PRACTICES.**

SECTION THREE: The proper City official is hereby authorized to amend Section 923 of the Zanesville Codified Ordinances to include the following language:

923.11 GENERAL PROHIBITIONS ON DISCHARGES.

No person shall discharge or cause to be discharged any of the following described waters or wastes to any public sewer, ditch, drain or culvert:

q. Holding tank, trucked or hauled wastes, except at discharge points designated by the Director in accordance with Chapter 923.04 of this code.

SECTION FOUR: The proper City official is hereby authorized to amend Section 923 of the Zanesville Codified Ordinances to include the following language:

923.14 ~~DILUTION~~. WASTEWATER DISCHARGE PERMIT REQUIRED.

~~No person shall in any way increase the use of potable or process water, or mix separate waste streams for the purpose of diluting a discharge as a partial or complete substitute for adequate treatment to comply with standards specified in this chapter.~~

(a) WASTEWATER DISCHARGERS. IT SHALL BE UNLAWFUL TO DISCHARGE SEWAGE, INDUSTRIAL WASTES, OR OTHER WASTES IN EXCESS OF THE BACKGROUND CONCENTRATIONS, WITHOUT FIRST OBTAINING AN INDIVIDUAL WASTEWATER DISCHARGE PERMIT OR A GENERAL WASTEWATER DISCHARGE PERMIT TO ANY SEWER WITHIN THE JURISDICTION OF THE CITY AND/OR THE POTW. IT SHALL BE UNLAWFUL TO DISCHARGE SEWAGE, INDUSTRIAL WASTES, OR OTHER WASTES IN EXCESS OF SUPPLEMENTARY LIMITATIONS. IT SHALL BE UNLAWFUL TO DISCHARGE TO NAVIGABLE WATERS OF THE UNITED STATES WITHOUT A STATE OF OHIO EPA OR USEPA NPDES PERMIT.

(b) WASTEWATER DISCHARGE PERMITS. ALL SIGNIFICANT INDUSTRIAL USERS (SIU), AS REQUIRED BY THE DIRECTOR, PROPOSING TO CONNECT TO OR TO DISCHARGE SEWAGE, INDUSTRIAL WASTES, AND/OR OTHER WASTES TO THE POTW SHALL OBTAIN FROM THE DIRECTOR A WASTEWATER DISCHARGE PERMIT BEFORE CONNECTION TO OR DISCHARGING TO THE POTW. ALL EXISTING SIGNIFICANT INDUSTRIAL USERS CONNECTED TO OR DISCHARGEING TO THE POTW SHALL OBTAIN FROM THE DIRECTOR A WASTEWATER DISCHARGE PERMIT AS DIRECTED BY THE DIRECTOR. THIS REQUIREMENT SHALL NOT APPLY TO DISCHARGERS CLASSIFIED BY THE DIRECTOR AS NON-SIGNIFICANT INDUSTRIES OR DISCHARGERS OTHER THAN INDUSTRIAL DISCHARGERS UNLESS REQUIRED BY THE DIRECTOR. INDUSTRIES SUBJECT TO NATIONAL PRETREATMENT STANDARDS, WHICH DISPOSE OF WASTEWATERS OFF SITE, SHALL OBTAIN A DISCHARGE PERMIT SPECIFYING "NO DISCHARGE" AND MEETING THE REQUIREMENTS OF PENALTY. SEE SECTION 923.99.

(c) PERMIT APPLICATION AND CONDITIONS

(1) SIU SHALL COMPLETE AND FILE WITH THE DIRECTOR, A PERMIT APPLICATION AND A WASTEWATER DISCHARGE DISCLOSURE DECLARATION THEREFORE IN THE FORM PRESCRIBED BY THE DIRECTOR, AND ACCOMPANIED BY AN APPROPRIATE FEE, IF ANY. PROPOSED NEW DISCHARGERS SHALL APPLY AT LEAST NINETY (90) DAYS PRIOR TO CONNECTING TO THE POTW. ANY NON-SIGNIFICANT INDUSTRY, WHICH, VIA CHANGES IN PROCESS OR FACILITIES USE, WILL CEASE TO BE A NON-SIGNIFICANT INDUSTRY, SHALL APPLY FOR A PERMIT WITHIN NINETY (90) DAYS PRIOR TO THE CHANGE. FEES AND CHARGES FOR INITIAL PERMITS SHALL BE ESTABLISHED FROM TIME-TO-TIME BY THE DIRECTOR. THE FOLLOWING PERMIT CONDITIONS SHALL APPLY TO ALL PERMITS AS A CONDITION PRECEDENT TO ISSUANCE:

(i) SHALL INCLUDE THE LIMITS ON THE AVERAGE AND MAXIMUM WASTEWATER CONSTITUENTS AND CHARACTERISTICS REGULATED THEREBY INCLUDING CATEGORICAL PRETREATMENT STANDARDS, LOCAL LIMITATIONS, AND STATE AND LOCAL LAW. PERMITS MAY INCLUDE A LIMIT ON TOTAL FLOW. AN INCREASE IN FLOW GREATER THAN TWENTY-FIVE PERCENT OF THE PERMITTED FLOW REQUIRES PRIOR WRITTEN APPROVAL OF THE CITY. THE DIRECTOR MAY DEVELOP BEST MANAGEMENT PRACTICES (BMP'S) BY ORDINANCE OR IN INDIVIDUAL WASTEWATER DISCHARGE

PERMITS, TO IMPLEMENT LOCAL LIMITATIONS AND THE REQUIREMENTS OF CHAPTER 923.11.

(2) SHALL INCLUDE THE REQUIREMENTS FOR INSTALLATION AND MAINTENANCE OF INSPECTION AND SAMPLING FACILITIES.

(3) SHALL INCLUDE SPECIAL CONDITIONS AS THE CITY THROUGH THE DIRECTOR MAY REASONABLY REQUIRE UNDER PARTICULAR CIRCUMSTANCES OF A GIVEN DISCHARGE INCLUDING SELF-MONITORING, SAMPLING LOCATIONS, FREQUENCY OF SAMPLING, NUMBER, TYPES, AND STANDARDS FOR TESTS' REPORTING SCHEDULE, AND NOTIFICATION AND RECORDKEEPING REQUIREMENTS.

(4) MAY INCLUDE COMPLIANCE SCHEDULES.

(5) MAY INCLUDE THOSE REQUIREMENTS FOR SUBMISSION OF SPECIAL TECHNICAL REPORTS OR DISCHARGE REPORTS WHERE SAME DIFFER FROM THOSE PRESCRIBED BY THIS SUBCHAPTER.

(6) ALL WASTEWATER DISCHARGE PERMITS ARE ISSUED TO A SPECIFIC DISCHARGER FOR A SPECIFIC OPERATION AND PERIOD OF TIME. PERMITS ARE NOT ASSIGNABLE OR TRANSFERABLE TO ANOTHER DISCHARGER OR LOCATION WITHOUT THE PRIOR NOTIFICATION TO THE POTW AND WRITTEN APPROVAL OF THE DIRECTOR.

(7) SHALL INCLUDE STATEMENT OF APPLICABLE CIVIL AND CRIMINAL PENALTIES FOR VIOLATION OF PRETREATMENT STANDARDS AND REQUIREMENTS.

(d) EACH APPLICATION SHALL INCLUDE:

(1) THE NAME, ADDRESS, AND LOCATION OF THE DISCHARGER;

(2) THE STANDARD INDUSTRIAL CLASSIFICATION (SIC) NUMBER OF THE APPLICANT ACCORDING TO THE STANDARD INDUSTRIAL CLASSIFICATION MANUAL, BUREAU OF THE BUDGET, 1987, AS AMENDED;

(3) THE WASTEWATER CONSTITUENTS AND CHARACTERISTICS, INCLUDING, BUT NOT LIMITED TO, THOSE MENTIONED IN THIS SUBCHAPTER, IN THE ANTICIPATED DISCHARGE AS DETERMINED BY BONA FIDE CHEMICAL AND BIOLOGICAL ANALYSES. SAMPLING AND ANALYSIS SHALL BE PERFORMED IN ACCORDANCE WITH PROCEDURES ESTABLISHED BY THE U.S. EPA AND CONTAINED IN 40 CFR, PART 136, AS AMENDED;

(4) THE ANTICIPATED TIME AND DURATION OF DISCHARGES, THE AVERAGE AND PEAK FLOWS, AND SEASONAL VARIATIONS, IF ANY;

(5) PROVIDE, IF REQUESTED, SITE PLANS, FLOOR PLANS, MECHANICAL AND PLUMBING PLANS AND DETAILS TO SHOW ALL SEWERS, SEWER CONNECTIONS, INSPECTION MANHOLES, SAMPLING CHAMBERS AND APPURTENANCES BY SIZE, LOCATION AND ELEVATION OF THE APPLICANTS PREMISES;

(6) A DESCRIPTION OF THE ACTIVITIES, FACILITIES AND PLAN PROCESSES ON THE PREMISES INCLUDING ALL MATERIALS WHICH ARE DISCHARGED TO THE SEWAGE SYSTEM AND THEIR DISCHARGE POINTS IN THE APPLICANTS SEWER COLLECTION SYSTEM;

(7) DISCLOSURE OF PRODUCT BY TYPE, AMOUNT, PROCESS OR PROCESSES AND RATE OF PRODUCTION AS REQUESTED;

(8) DISCLOSURE OF THE TYPE AND AMOUNT OF RAW MATERIALS UTILIZED AS REQUESTED;

(9) PROVIDE, IF REQUESTED, ALL WASTE MANIFESTS OR APPROVED SUMMARY SHEETS AND MATERIAL SAFETY DATA SHEETS;

(10) ALL PERMIT APPLICATIONS FOR NEW OR MODIFIED PERMITS SHALL BE SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE DISCHARGER AND ALL RENEWAL APPLICATIONS FOR EXISTING PERMITS SHALL BE SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE DISCHARGER;

(11) ALL DISCHARGERS REQUIRED TO SUBMIT BASELINE MONITORING REPORTS SHALL PROVIDE THE INFORMATION FOR PERMIT APPLICATION OR MODIFICATION ACCORDING TO 40 CFR 403.12 AS CURRENTLY PROMULGATED OR AS SUBSEQUENTLY AMENDED OR MODIFIED.

THE CITY SHALL EVALUATE THE COMPLETED APPLICATION AND DATA FURNISHED BY THE DISCHARGER AND MAY REQUIRE AT THAT TIME ADDITIONAL INFORMATION. UPON REVIEW, THE CITY MAY ISSUE A WASTEWATER DISCHARGE PERMIT.

(e) PERMIT MODIFICATIONS.

(1) THE CITY RESERVES THE RIGHT TO AMEND ANY WASTEWATER DISCHARGE PERMIT ISSUED HEREUNDER IN ORDER TO ASSURE COMPLIANCE BY THE CITY WITH APPLICABLE LAWS AND REGULATIONS. ALL NATIONAL CATEGORICAL PRETREATMENT STANDARDS ADOPTED AFTER THE PROMULGATION OF THIS SUBCHAPTER SHALL WITHOUT FURTHER ACTION BY THE CITY BECOME PART OF THIS SUBCHAPTER UPON THEIR EFFECTIVE DATE. A DISCHARGER WITH AN EXISTING WASTEWATER DISCHARGE PERMIT SHALL SUBMIT TO THE CITY WITHIN 180 DAYS AFTER THE PROMULGATION OF AN APPLICABLE NATIONAL CATEGORICAL PRETREATMENT STANDARD, THE AMENDED INFORMATION REQUIRED BY THIS CHAPTER. NEW SOURCE DISCHARGERS SHALL SUBMIT TO THE CITY AT LEAST NINETY (90) DAYS PRIOR TO COMMENCEMENT OF DISCHARGE THE AMENDED INFORMATION REQUIRED BY THIS CHAPTER. THE DISCHARGER SHALL BE INFORMED OF ANY PROPOSED CHANGES IN THIS PERMIT AT LEAST THIRTY (30) DAYS PRIOR TO THE EFFECTIVE DATE OF CHANGE IN SUCH PERMIT. ANY CHANGES OR NEW CONDITIONS IN THE PERMIT SHALL INCLUDE A REASONABLE TIME SCHEDULED FOR COMPLIANCE.

(2) THE DIRECTOR MAY AT ANY TIME, ON ITS OWN INITIATIVE OR IN RESPONSE TO A PETITION RECEIVED FROM AN SIU, DETERMINE THAT A NON-CATEGORICAL INDUSTRIAL USER IS NOT A SIGNIFICANT INDUSTRIAL USER IF THE INDUSTRIAL USER HAS NO REASONABLE POTENTIAL TO ADVERSELY AFFECT THE POTW'S OPERATION IN THE OPINION OF THE CITY OR FOR VIOLATING ANY PRETREATMENT STANDARD OR REQUIREMENT.

(3) EXCEPT FOR IN THE CASE OF CENTRALIZED WASTE TREATMENT FACILITIES REGULATED BY AND DEFINED IN 40 CFR 437, THE DIRECTOR MAY AUTHORIZE A SIU SUBJECT TO A CATEGORICAL PRETREATMENT STANDARD TO FOREGO SAMPLING OF A POLLUTANT REGULATED BY A CATEGORICAL PRETREATMENT STANDARD IF THE SIU HAS DEMONSTRATED THROUGH SAMPLING AND OTHER TECHNICAL FACTORS THAT THE POLLUTANT IS NEITHER PRESENT NOR EXPECTED TO BE PRESENT IN THE DISCHARGE, OR IS PRESENT ONLY AT BACKGROUND LEVELS

FROM INTAKE WATER AND WITHOUT ANY INCREASE IN THE POLLUTANT DUE TO ACTIVITIES OF THE SIU. THIS AUTHORIZATION IS SUBJECT TO THE FOLLOWING CONDITIONS:

(i) THE WAIVER MAY BE AUTHORIZED WHERE A POLLUTANT IS DETERMINED TO BE PRESENT SOLELY DUE TO SANITARY WASTEWATER DISCHARGED FROM THE FACILITY PROVIDED THAT THE SANITARY WASTEWATER IS NOT REGULATED BY AN APPLICABLE CATEGORICAL STANDARD AND OTHERWISE INCLUDES NO PROCESS WASTEWATER.

(ii) THE MONITORING WAIVER IS VALID ONLY FOR THE DURATION OF THE EFFECTIVE PERIOD OF THE INDIVIDUAL WASTEWATER DISCHARGE PERMIT, BUT IN NO CASE LONGER THAN FIVE (5) YEARS. THE SIU MUST SUBMIT A NEW REQUEST FOR THE WAIVER BEFORE THE WAIVER CAN BE GRANTED FOR EACH SUBSEQUENT INDIVIDUAL WASTEWATER DISCHARGE PERMIT.

(iii) IN MAKING A DEMONSTRATION THAT A POLLUTANT IS NOT PRESENT, THE SIU MUST PROVIDE DATA FROM AT LEAST ONE SAMPLING OF THE FACILITY'S PROCESSED WASTEWATER PRIOR TO ANY TREATMENT PRESENT AT THE FACILITY THAT IS REPRESENTATIVE OF ALL WASTEWATER FROM ALL PROCESSES.

(iv) THE REQUEST FOR A MONITORING WAIVER MUST BE SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE DISCHARGER.

(v) NON-DETECTABLE SAMPLE RESULTS MAY BE USED ONLY AS A DEMONSTRATION THAT A POLLUTANT IS NOT PRESENT IF THE U.S. EPA APPROVED METHOD FROM 40 CFR PART 136 WITH THE LOWEST MINIMUM DETECTION LEVEL FOR THAT POLLUTANT WAS USED IN THE ANALYSIS.

(vi) ANY GRANT OF THE MONITORING WAIVER BY THE DIRECTOR MUST BE INCLUDED AS A CONDITION IN THE SIU'S PERMIT. THE REASONS SUPPORTING THE WAIVER AND ANY INFORMATION SUBMITTED BY THE SIU IN ITS REQUEST FOR THE WAIVER MUST BE MAINTAINED BY THE DIRECTOR FOR THREE (3) YEARS AFTER EXPIRATION OF THE WAIVER.

(vii) UPON APPROVAL OF THE MONITORING WAIVER AND REVISION OF THE SIU'S PERMIT BY THE DIRECTOR, THE SIU MUST CERTIFY ON EACH REPORT THE FOLLOWING STATEMENT, ESTABLISHING THAT THERE HAS BEEN NO INCREASE IN THE POLLUTANT IN ITS WASTE STREAM DUE TO ACTIVITIES OF THE SIU:

"BASED ON MY INQUIRY OF THE PERSON OR PERSONS DIRECTLY RESPONSIBLE FOR MANAGING COMPLIANCE WITH THE PRETREATMENT STANDARDS UNDER 40 CFR SPECIFY APPLICABLE NATIONAL PRETREATMENT STANDARD PART OR PARTS, I CERTIFY THAT, TO THE BEST OF MY KNOWLEDGE AND BELIEF, THERE HAS BEEN NO INCREASE IN THE LEVEL OF LIST POLLUTANT OR POLLUTANTS IN THE WASTEWATERS DUE TO THE ACTIVITIES AT THE FACILITY SINCE SUBMITTAL OF THE LAST PERIODIC REPORT UNDER PARAGRAPH (E) OF RULE 3745-3-06 OF THE ADMINISTRATIVE CODE."

(viii) IN THE EVENT THAT A WAIVED POLLUTANT IS FOUND TO BE PRESENT OR IS EXPECTED TO BE PRESENT BECAUSE OF CHANGES THAT OCCUR IN THE SIU'S OPERATIONS, THE SIU MUST IMMEDIATELY NOTIFY THE DIRECTOR IN WRITING AND START MONITORING THAT POLLUTANT AT THE FREQUENCY SPECIFIED BY THE APPLICABLE PRETREATMENT STANDARD.

(ix) MONITORING WAIVERS DO NOT APPLY TO POLLUTANTS WHERE THERE ARE CERTIFICATION PROCESSES AND REQUIREMENTS ESTABLISHED BY THE CONTROL AUTHORITY OR BY CATEGORICAL PRETREATMENT STANDARDS (E.G. TOMP/CERTIFICATION ALTERNATIVE TO TOTAL TOXIC ORGANICS MONITORING) UNLESS ALLOWED FOR BY THE APPLICABLE CATEGORICAL PRETREATMENT STANDARD.

(x) THIS WAIVER APPLIES ONLY TO SIU SELF-MONITORING AND DOES NOT REMOVE THE DIRECTOR'S OBLIGATION TO MONITOR FOR THE PARAMETER. HOWEVER, THIS WAIVER CAN BE EXTENDED TO MONITORING COMPLETED BY THE DIRECTOR IN ORDER TO SATISFY SIU SELF-MONITORING.

(f) PERMIT DURATION.

(1) NEW AND MODIFIED WASTEWATER DISCHARGE PERMITS SHALL BE ISSUED FOR A SPECIFIC TIME PERIOD, NOT TO EXCEED FIVE YEARS. THE DISCHARGER SHALL APPLY FOR PERMIT REISSUANCE A MINIMUM OF 180 DAYS PRIOR TO THE EXPIRATION OF THE EXISTING PERMIT.

(g) COMPLIANCE SCHEDULES.

(1) WHERE ADDITIONAL PRETREATMENT AND/OR OPERATION AND MAINTENANCE ACTIVITIES WILL BE REQUIRED TO COMPLY WITH THIS SUBCHAPTER, THE DISCHARGER SHALL PROVIDE A DECLARATION OF THE SHORTEST SCHEDULE BY WHICH THE DISCHARGER WILL PROVIDE SUCH ADDITIONAL PRETREATMENT AND/OR IMPLEMENTATION OF ADDITIONAL OPERATIONAL AND MAINTENANCE ACTIVITIES. THE SCHEDULE SHALL CONTAIN MILESTONE DATES FOR THE COMMENCEMENT AND COMPLETION OF MAJOR EVENTS LEADING TO THE CONSTRUCTION AND OPERATION OF ADDITIONAL PRETREATMENT REQUIRED FOR THE DISCHARGER TO COMPLY WITH THE REQUIREMENTS OF THIS CHAPTER OR CATEGORICAL PRETREATMENT STANDARD INCLUDING, BUT NOT LIMITED TO, DATES RELATING TO HIRING AN ENGINEER, HIRING OTHER APPROPRIATE PERSONNEL, COMPLETING PRELIMINARY PLANS, COMPLETING FINAL PLANS, EXECUTING CONTRACT FOR MAJOR COMPONENTS, COMMENCING CONSTRUCTION, COMPLETING CONSTRUCTION, START-UP OF OPERATIONS, AND ALL OTHER ACTS NECESSARY TO ACHIEVE COMPLIANCE WITH THIS CHAPTER.

(2) UPON COMPLETING FINAL PLANS ALL REQUIRED PERMITS SHALL BE OBTAINED BY THE DISCHARGER.

IF REQUIRED BY OHIO EPA, A PERMIT TO INSTALL SHALL BE OBTAINED BY THE DISCHARGER PRIOR TO CONSTRUCTION. FINAL PLANS SHALL BE SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE DISCHARGER AND CERTIFIED TO BY A QUALIFIED ENGINEER WHO IS A LICENSED PROFESSIONAL.

(3) UNDER NO CIRCUMSTANCES SHALL THE CITY PERMIT A TIME INCREMENT IN THE COMPLIANCE SCHEDULE FOR ANY SINGLE STEP DIRECTED TOWARD COMPLIANCE, WHICH EXCEEDS NINE MONTHS.

(4) NOT LATER THAN FOURTEEN DAYS FOLLOWING EACH MILESTONE DATE IN THE SCHEDULE AND THE FINAL DATE FOR COMPLIANCE, THE DISCHARGER SHALL SUBMIT A PROGRESS REPORT TO THE CITY, INCLUDING NO LESS THAN A STATEMENT AS TO WHETHER OR NOT IT COMPLIED WITH THE INCREMENT OF PROGRESS REPRESENTED BY THAT MILESTONE DATE AND, IF NOT, THE DATE ON WHICH IT EXPECTS TO COMPLY WITH THIS INCREMENT OF PROGRESS, THE REASON

FOR DELAY, AND THE STEPS BEING TAKEN BY THE DISCHARGER TO RETURN THE CONSTRUCTION TO THE APPROVED SCHEDULE. IN NO EVENT SHALL MORE THAN NINE MONTHS ELAPSE BETWEEN SUCH PROGRESS REPORTS TO THE CITY.

(h) GENERAL WASTEWATER DISCHARGE PERMITS.

(1) THE DIRECTOR MAY ISSUE A GENERAL PERMIT TO CONTROL SIU DISCHARGES TO THE POTW IF THE FOLLOWING CONDITIONS ARE MET. ALL FACILITIES TO BE COVERED BY A GENERAL PERMIT MUST:

(i) HAVE THE SAME OR SUBSTANTIALLY SIMILAR TYPES OF OPERATIONS;

(ii) DISCHARGE THE SAME TYPES OF WASTES;

(iii) REQUIRE THE SAME EFFLUENT LIMITATIONS; AND

(iv) REQUIRE THE SAME OR SIMILAR MONITORING.

(v) IN THE OPINION OF THE DIRECTOR, BE MORE APPROPRIATELY CONTROLLED UNDER A GENERAL PERMIT THAN UNDER INDIVIDUAL WASTEWATER DISCHARGE PERMITS.

(2) THE DIRECTOR MAY NOT ISSUE A GENERAL PERMIT FOR DISCHARGERS THAT ARE SUBJECT TO PRODUCTION-BASED CATEGORICAL PRETREATMENT STANDARDS, CATEGORICAL PRETREATMENT STANDARDS EXPRESSED AS MASS OF POLLUTANT DISCHARGED PER DAY OR INDUSTRIAL USERS WHOSE LIMITS ARE BASED ON THE COMBINED WASTE STREAM FORMULA OR NET/GROSS CALCULATIONS.

(3) TO BE COVERED BY A GENERAL CONTROL MECHANISM, THE SIU IS REQUIRED TO FILE A WRITTEN REQUEST FOR COVERAGE TO THE DIRECTOR THAT IDENTIFIES:

(i) SIU'S CONTACT INFORMATION;

(ii) SIU'S PRODUCTION PROCESSES;

(iii) THE TYPES OF WASTE GENERATED;

(iv) THE LOCATION OF MONITORING ALL WASTES TO BE COVERED BY THE CONTROL MECHANISM;

(v) ANY REQUESTS FOR A MONITORING WAIVER FOR ANY POLLUTANT NOT PRESENT; AND

(vi) ANY OTHER INFORMATION REQUESTED BY THE DIRECTOR.

(4) A MONITORING WAIVER FOR A POLLUTANT NEITHER PRESENT NOR EXPECTED TO BE PRESENT IN THE DISCHARGE IS NOT EFFECTIVE IN THE GENERAL PERMIT UNTIL AFTER THE DIRECTOR HAS PROVIDED WRITTEN NOTICE TO THE SIU THAT SUCH A WAIVER REQUEST HAS BEEN GRANTED IN ACCORDANCE WITH CHAPTER 923.17 OF THIS ORDINANCE. THE DIRECTOR SHALL RETAIN A COPY OF THE GENERAL CONTROL MECHANISM, DOCUMENTATION TO SUPPORT THE DIRECTOR'S DETERMINATION THAT A SPECIFIC SIU MEETS THE CRITERIA LISTED ABOVE AND A COPY OF THE SIU'S WRITTEN REQUEST FOR COVERAGE FOR THREE (3) YEARS AFTER THE EXPIRATION OF THE CONTROL MECHANISM.

SECTION FIVE: The proper City official is hereby authorized to amend Section 923 of the Zanesville Codified Ordinances to include the following language:

923.12 SPECIFIC LIMITATIONS ON WASTEWATER STRENGTH.

(d) The Director shall establish additional or more stringent limitations on wastewater strength and more stringent specific limitations and requirements on individual dischargers where deemed necessary by the Director to comply with the applicable Pretreatment Standards or the objectives set forth in Chapter 921. Such standards and requirements shall be published fifteen days prior to their effective date in the largest newspaper of general circulation within the City. Additionally, the Director shall notify in writing each regulated or potentially regulated industrial discharger of the limitations or requirements. All limitations and requirements established by the Director shall be rulings subject to the provisions of Section 923.23. **LOCAL LIMITS OF WASTEWATER STRENGTH CAN BE FOUND WITHIN THE INDUSTRIAL USER DISCHARGE PERMIT PROVIDED BY THE CITY OF ZANESVILLE WASTEWATER TREATMENT PLANT. THE DIRECTOR MAY ALSO DEVELOP BMP'S AND WOULD BE CONSIDERED LOCAL LIMITS AND PRETREATMENT STANDARDS.**

(e) ~~The Director may impose mass limitations on dischargers to meet the applicable Pretreatment Standards or in other cases where the imposition of mass limitations is deemed necessary to comply with the objectives set forth in Chapter 921.~~ WHEN A CATEGORICAL PRETREATMENT STANDARD IS EXPRESSED ONLY IN TERMS OF POLLUTANT CONCENTRATIONS, A SIU MAY REQUEST THE DIRECTOR TO CONVERT THE LIMITS TO EQUIVALENT MASS LIMITS. THE DETERMINATION TO CONVERT CONCENTRATION LIMITS TO MASS LIMITS IS WITHIN THE DISCRETION OF THE DIRECTOR. THE DIRECTOR MAY ESTABLISH EQUIVALENT MASS LIMITS ONLY IF THE SIU MEETS THE CONDITIONS SET FORTH IN 40 CFR 403.6 (C) (5). THE DIRECTOR MAY CONVERT THE MASS BASED LIMITS OF THE CATEGORICAL PRETREATMENT STANDARDS OF 40 CFR PARTS 414, 419, AND 455 TO CONCENTRATION LIMITS, IN ACCORDANCE WITH 40 CFR 403.6 (C) (6), FOR PURPOSES OF CALCULATING LIMITATIONS APPLICABLE TO THE INDIVIDUAL SIU. THE DETERMINATION TO CONVERT MASS BASED LIMITS TO CONCENTRATION LIMITS IS AT THE DISCRETION OF THE DIRECTOR.

(g) The Director may issue specific orders to any industrial user or to classes of industrial users or may issue general orders to all industrial users to require compliance with any requirements under this section, including applicable categorical pretreatment standards, other discharge limits and reporting requirements. **SEE CHAPTER 923.14**

(h) DILUTION. NO PERSON SHALL IN ANY WAY INCREASE THE USE OF POTABLE OR PROCESS WATER, OR MIX SEPARATE WASTE STREAMS FOR THE PURPOSE OF DILUTING A DISCHARGE AS A PARTIAL OR COMPLETE SUBSTITUTE FOR ADEQUATE TREATMENT TO COMPLY WITH STANDARDS SPECIFIED IN THIS CHAPTER.

SECTION SIX: The proper City official is hereby authorized to amend Section 923 of the Zanesville Codified Ordinances to include the following language:

923.16 ACCIDENTAL DISCHARGES AND OPERATING UPSETS.

(a) EACH SIGNIFICANT INDUSTRIAL USER (SIU) WHICH IS REQUIRED TO OBTAIN A WASTEWATER DISCHARGE PERMIT UNDER 923.14, DISCHARGER, STORM WATER DISCHARGER, PERSON OR GOVERNMENTAL ENTITY AS REQUIRED BY THE DIRECTOR OR HIS AUTHORIZED REPRESENTATIVE SHALL PROVIDE PROTECTION FROM ACCIDENTAL DISCHARGE OF PROHIBITED OR REGULATED MATERIALS OR SUBSTANCES ESTABLISHED BY THIS SUBCHAPTER. DETAILED PLANS OR NEW CONSTRUCTION SHOWING

FACILITIES AND OPERATING PROCEDURES TO PROVIDE THIS PROTECTION SHALL BE SUBMITTED TO THE DIRECTOR AND BUILDING INSPECTOR FOR REVIEW, AND SHALL BE APPROVED BY THE DIRECTOR BEFORE CONSTRUCTION OF THE FACILITY. EACH EXISTING FACILITY SHALL COMPLETE ITS PLAN AND SUBMIT SAME TO THE DIRECTOR AND BUILDING INSPECTOR AS REQUIRED BY THE DIRECTOR. NEW SIU'S WHO DISCHARGE TO THE POTW SHALL NOT BE PERMITTED TO INTRODUCE POLLUTANTS INTO THE SYSTEM UNTIL ACCIDENTAL DISCHARGE PROTECTION PROCEDURES HAVE BEEN SUBMITTED AND APPROVED BY THE DIRECTOR OR HIS AUTHORIZED REPRESENTATIVE. REVIEW AND APPROVAL OF THOSE PLANS AND OPERATING PROCEDURES BY THE CITY SHALL NOT RELIEVE THE DISCHARGER FROM THE RESPONSIBILITY TO MODIFY ITS FACILITY AS NECESSARY TO MEET THE REQUIREMENTS OF THIS SUBCHAPTER.

~~(a~~ **b)** A person shall notify the City immediately upon the occurrence of a slugload or accidental discharge of wastes prohibited by this chapter. The notification shall include the location of the discharge, date and time, type of waste, concentration and volume and corrective actions. A person who discharges any prohibited liquid or solid waste into a public sewer or natural outlet shall be liable for any expense, loss or damage to the sewage works. In addition, he shall be liable for any fines imposed on the City under State or Federal law as a result of this discharge. Each such discharge and each day on which there continues to be a discharge shall be considered separate violations and the penalties and costs shall be levied accordingly. Such penalties and costs shall be collected by the City in the same manner as all other charges set by the City.

~~(b~~ **c)** Any person who is unintentionally and temporarily in a state of noncompliance with this chapter due to factors beyond his reasonable control shall inform the City, within twenty-four hours of the commencement of the operating upset. Where information is given orally, the person shall file a written follow-up report with the City within five days. The report shall:

(1) Describe the incident, its cause and its impact on the person's compliance status;

(2) Give the duration of noncompliance, including exact dates and times of noncompliance. If the noncompliance continues, the time by which compliance is reasonably expected to occur; and

(3) All steps taken or to be taken to reduce, eliminate and prevent recurrence of the conditions of noncompliance.

A documented and verified operating upset shall be an affirmative defense to any enforcement action brought by the City against a discharger for noncompliance with the chapter.

~~(c~~ **d)** Signs shall be permanently posted in conspicuous places on the person's premises advising employees whom to call in the event of a slugload, accidental discharge or operating upset. Any employee who may cause or discover such a discharge shall be given instruction in emergency notification procedures.

(e) THE DIRECTOR MAY REQUIRE ANY USER TO DEVELOP, SUBMIT FOR APPROVAL, AND IMPLEMENT A SLUG CONTROL PLAN. AN ACCIDENTAL DISCHARGE/SLUG CONTROL PLAN SHALL ADDRESS, AT A MINIMUM, THE FOLLOWING:

1. DESCRIPTION OF STORED CHEMICALS; AND

2. PROCEDURES FOR IMMEDIATELY NOTIFYING THE DIRECTOR OF ANY ACCIDENTAL OR SLUG DISCHARGE, AS REQUIRED BY SUBSECTION (b) HEREOF; AND

3. PROCEDURES TO PREVENT ADVERSE IMPACT FROM ANY ACCIDENTAL SPILLS OR SLUG DISCHARGE. SUCH PROCEDURES INCLUDE, BUT ARE NOT LIMITED TO, INSPECTION AND MAINTENANCE OF STORAGE AREAS, HANDLING AND TRANSFER OF MATERIALS, LOADING AND UNLOADING OPERATIONS, CONTROL OF PLANT SITE RUNOFF, WORKER TRAINING, BUILDING OF CONTAINMENT STRUCTURES OR EQUIPMENT, MEASURES FOR CONTAINING TOXIC ORGANIC POLLUTANTS, INCLUDING SOLVENTS, AND/OR MEASURES AND EQUIPMENT FOR EMERGENCY RESPONSE.

(f) THE DIRECTOR MAY EVALUATE THE NEED FOR THE SIGNIFICANT INDUSTRIAL USER TO DEVELOP A SLUG DISCHARGE CONTROL PLAN AT LEAST ONCE DURING THE TERM OF EACH SIU'S WASTEWATER DISCHARGE PERMIT, OR WITHIN ONE (1) YEAR OF BEING IDENTIFIED AS A SIU.

(g) DISCHARGERS ARE REQUIRED TO NOTIFY THE DIRECTOR OF ANY SIGNIFICANT CHANGES AT ITS FACILITY OR SYSTEM WHICH MIGHT ALTER THE NATURE, QUALITY OR VOLUME OF ITS WASTEWATER AT LEAST THIRTY (30) DAYS PRIOR TO THE CHANGE.

SECTION SEVEN: The proper City official is hereby authorized to amend Section 923 of the Zanesville Codified Ordinances to include the following language:

923.17 INDUSTRIAL USERS, REPORTS AND COMPLIANCE SCHEDULES. (f)

(a) All industrial users subject to Categorical Pretreatment Standards and any other industrial user as required by the Director **SHALL NOT DISCHARGE WASTEWATER INTO THE POTW WITHOUT FIRST OBTAINING A WASTEWATER DISCHARGE PERMIT FROM THE DIRECTOR AS REQUIRED IN 923.14. THESE INDUSTRIAL USERS** shall submit a baseline monitoring report to determine acceptability of discharge and compliance with applicable pretreatment standards and requirements. Industrial users subject to a newly promulgated Categorical Pretreatment Standard shall submit this report within 180 days following the effective date of such a standard. New source dischargers shall submit a baseline report at least ninety days prior to discharging to the POTW. For new source industries, the Director may allow estimates of production rates, discharge volumes and pollutant concentrations. The information on this report shall be current and shall include the following:

(1) Name and address of applicant.

(2) A list of any environmental control permits held by the facility.

(3) A description of operations, including the nature, rate of production and Standard Industrial Classification (SIC) of the operation(s). This description shall include a schematic process diagram which indicates the point(s) of discharge to the POTW.

(4) Measured average daily and maximum flows of regulated process streams and other non-regulated streams.

(5) Results of sampling and analysis of regulated pollutants from each regulated process. **Except as indicated in sub-section (i), below, the user must collect wastewater samples using flow proportional composite collection techniques. In the event flow proportional sampling is infeasible, the Director may authorize the use of time proportional sampling or a minimum of four (4) grab samples where the user demonstrates that this will provide a representative sample of the effluent being discharged. In addition, grab samples may be required to show compliance with instantaneous discharge limits.** ~~For pH, cyanide, total phenols, oil and grease, sulfide, and volatile organics a minimum of four grab samples shall be analyzed. For all other~~

~~pollutants a minimum of one twenty-four hour flow-proportional composite sample shall be obtained.~~ Samples should be taken immediately downstream of pretreatment facilities if such exist or immediately downstream of regulated processes if no pretreatment facilities exist. All samples shall be representative of daily operations.

i. **Samples for oil and grease, temperature, pH, cyanide, phenols, sulfides, hexavalent chromium, and volatile organic compounds must be obtained using grab collection techniques and composited in a laboratory.**
ii. **Except for those pollutants that are required to be measured by grab samples (referenced above), all other pollutants will be measured by flow-proportional sampling unless justification for an alternate sampling type, representative of the discharge, is documented in the industrial user file.**
iii. **Multiple grab samples collected during a twenty-four-hour period may now be composited prior to the analysis as follows: for hexavalent chromium, cyanide, total phenols, and sulfides the samples may now be composited in the laboratory or in the field; for volatile organics and oil & grease the samples may now be composited in the laboratory. Protocols (including appropriate preservation) specified in 40 C.F.R. 136 and appropriate U.S. EPA guidance must be followed.**
iv. **The Director may require an industrial user to install flow monitoring facilities, instruments, and recording devices to enable accurate measurement of flows as determined to be necessary.**
v. **If a violation is detected through sampling and analysis conducted by City in lieu of the industrial user, the City will perform the repeat sampling and analysis within thirty days of becoming aware of the violation unless it notifies the user of the violation and requires the user to perform the repeat sampling and analysis.**
vi. **All wastewater samples must be representative of the Discharger's discharge. Wastewater monitoring and flow measurement facilities shall be properly operated, kept clean, and maintained in good working order at all times. The failure of a Discharger to keep its monitoring facility in good working order shall not be grounds for the Discharger to claim that sample results are unrepresentative of its discharge.**
vii. **Samples collected to satisfy reporting requirements must be based on data obtained through appropriate sampling and analysis performed during the period covered by the report, based on data that is representative of conditions occurring during the reporting period.**

(5.5) EFFLUENT LIMITS, INCLUDING BEST MANAGEMENT PRACTICES, BASED ON APPLICABLE PRETREATMENT STANDARDS

(6) Raw materials utilized and their amount.

(7) Type and amount of product produced. For industrial users subject to equivalent mass or concentration limits established by the Director, this report shall include a reasonable measure of the user's long-term production rate. For industrial users subject to production based standards, this report shall include the user's actual production during the appropriate sampling period.

(7.5) WHEN DETERMINED TO BE NECESSARY BY THE DIRECTOR, SUBMIT DOCUMENTATION INDICATING COMPLIANCE WITH BMP'S.

(8) Where additional pretreatment and/or operation and maintenance activities will be required to comply with this section, the discharger shall provide a declaration of the shortest schedule by

which the discharger will provide such additional pretreatment according to the conditions in Section 923.17(d).

(9) This report shall include the certification statement and shall be signed by an authorized representative of the discharger as defined in Section 923.17(f).

(b) ~~Within ninety days following the date for final compliance as required by the industrial user's discharge order or ninety days following commencement of the introduction of wastewater into the POTW by a new discharger or ninety days following promulgation of an additional applicable categorical pretreatment standard, any discharger subject to these regulations shall submit a report as to the prohibited or regulated substances contained in its discharge, and the average and maximum daily flow in gallons. The report shall state whether the applicable Pretreatment Standards or Requirements are being met on a consistent basis and, if not, what additional operation and maintenance and/or pretreatment is necessary to bring the discharger into compliance with the applicable Pretreatment Standards or Requirements. This statement shall be signed by an authorized representative of the discharger as defined in Section 923.17(f).~~ **COMPLIANCE DATA REPORT. WITHIN NINETY DAYS FOLLOWING THE DATE FOR FINAL COMPLIANCE BY THE SIU WITH APPLICABLE PRETREATMENT STANDARDS SET FORTH IN THIS SUBCHAPTER OR NINETY DAYS FOLLOWING COMMENCEMENT OF THE INTRODUCTION OF WASTEWATER INTO THE SEWAGE SYSTEM BY A NEW DISCHARGER, ANY DISCHARGER SUBJECT TO THIS SUBCHAPTER SHALL SUBMIT TO THE CITY A REPORT INDICATING THE NATURE AND CONCENTRATION OF ALL PROHIBITED OR REGULATED SUBSTANCES CONTAINED IN ITS DISCHARGE AND THE AVERAGE AND MAXIMUM DAILY FLOW IN GALLONS. IN CASES WHERE THE WASTEWATER DISCHARGE PERMIT REQUIRES COMPLIANCE WITH A BEST MANAGEMENT PRACTICE, THE DISCHARGER MUST SUBMIT DOCUMENTATION REQUIRED BY THE DIRECTOR OR THE WASTEWATER DISCHARGE PERMIT NECESSARY TO DETERMINE THE COMPLIANCE STATUS OF THE DISCHARGER. THE REPORT SHALL STATE WHETHER THE APPLICABLE PRETREATMENT STANDARDS OR REQUIREMENTS ARE BEING MET ON A CONSISTENT BASIS AND, IF NOT, WHAT ADDITIONAL OPERATIONS AND MAINTENANCE AND/OR PRETREATMENT IS NECESSARY TO BRING THE DISCHARGER INTO COMPLIANCE WITH THE APPLICABLE PRETREATMENT STANDARDS OR REQUIREMENTS, AND THIS STATEMENT SHALL BE SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE DISCHARGER.**

(1) FOR DISCHARGERS SUBJECT TO EQUIVALENT MASS OR CONCENTRATION LIMITS ESTABLISHED BY THE DIRECTOR IN ACCORDANCE WITH THE PROCEDURES IN SECTION CHAPTER 923.12 (e), THE COMPLIANCE DATA REPORT SHALL CONTAIN A REASONABLE MEASURE OF THE USER'S LONG TERM PRODUCTION RATE, FOR ALL OTHER INDUSTRIAL USERS SUBJECT TO CATEGORICAL PRETREATMENT STANDARDS EXPRESSED IN TERMS OF ALLOWABLE POLLUTANT DISCHARGE PER UNIT OF PRODUCTION (OR OTHER MEASURE OF OPERATION), THIS REPORT SHALL INCLUDE THE USER'S ACTUAL PRODUCTION DURING THE APPROPRIATE SAMPLING PERIOD.

SECTION EIGHT: The proper City official is hereby authorized to amend Section 923 of the Zanesville Codified Ordinances to include the following language:

923.17 INDUSTRIAL USERS, REPORTS AND COMPLIANCE SCHEDULES.

(f) All reports required under this section shall include the following certification statement:

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, at the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Additionally, all reports shall be signed by:

(1) In case of a corporation, by a responsible corporate officer. A responsible corporate officer means:

a. A president, secretary, treasurer or vice president of the corporation in charge of a principal business function, or any other person who performs similar policy-making or decision-making functions for the corporation, or

~~b. The manager of one or more manufacturing, production or operating facilities employing more than 250 persons or have gross annual sales or expenditures of twenty-five million dollars ($25,000,000), if authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures.~~ **THE MANAGER OF ONE OR MORE MANUFACTURING, PRODUCTION OR OPERATING FACILITY, PROVIDED THE MANAGER:**

(i) IS AUTHORIZED TO MAKE MANAGEMENT DECISIONS THAT GOVERN THE OPERATION OF THE REGULATED FACILITIES INCLUDING HAVING THE EXPLICIT OR IMPLICIT DUTY OF MAKING MAJOR CAPITAL INVESTMENT RECOMMENDATIONS, AND INITIATE AND DIRECT OTHER COMPREHENSIVE MEASURES TO ASSURE LONG TERM ENVIRONMENTAL COMPLIANCE WITH ENVIRONMENTAL LAWS AND REGULATIONS; AND

(ii) CAN ENSURE THAT THE NECESSARY SYSTEMS ARE ESTABLISHED OR ACTIONS TAKEN TO GATHER COMPLETE AND ACCURATE INFORMATION FOR WASTEWATER DISCHARGE PERMIT REQUIREMENTS; AND

(iii) IS ASSIGNED OR DELEGATED THE AUTHORITY TO SIGN DOCUMENTS IN ACCORDANCE WITH CORPORATE PROCEDURES.

(2) In the case of a partnership, by a general partner.
(3) In the case of a sole proprietorship, by the proprietor.
(4) By a duly authorized representative of the individual designated in subsections (f)(1) to (3) hereof, if the authorization specifies either an individual or a position having responsibility for the overall operation of the facility from which the discharge originates, such as the position of plant manager, superintendent, a position of equivalent responsibility or having overall responsibility for environmental matters for the company.

SECTION NINE: The proper City official is hereby authorized to amend Section 923 of the Zanesville Codified Ordinances to include the following language:

923.23 DISPUTES AND APPEALS; PUBLICATION OF ENFORCEMENT ACTIONS.

(d) At least annually, the Director shall publish a list of all industrial users which at any time during the previous twelve months were in significant noncompliance with applicable pretreatment requirements. For the purpose of this provision, a significant industrial user is in significant noncompliance if its violations from any permitted monitoring point meet one or more of the following criteria:

(1) Chronic violations of wastewater discharge limits, defined here as those in which sixty-six percent (66%) or more of all of the measurements taken during a six-month period exceed (by any magnitude) **including instantaneous limits, as defined by 40 CFR 403.3(l), for the same pollutant parameter by any amount** ~~the daily maximum limit or the average limits for the same pollutant parameter~~;

(2) Technical Review Criteria (TRC) violations, defined here as those in which thirty-three percent (33%) or more of all of the measurements for each pollutant parameter taken during a six-month period equal or exceed the product **of a numeric pretreatment standard or requirement, including instantaneous limits, as defined by 40 CFR 403.3(l), multiplied by the applicable criteria (1.4 for BOD, TSS, fats, oils and grease, and 1.2 for all other pollutants except pH);** ~~of the daily maximum limit or the average limit multiplied by the applicable TRC (TRC = 1.4 for BOD, TSS, fats, oil and grease, and 1.2 for all other pollutants except pH);~~

(3) Any other **discharge** violation of a **pretreatment standard or requirement as defined by 40 CFR 403.3(l)** ~~pretreatment effluent limit~~ (daily maximum, ~~or~~ longer term average, **instantaneous limit, or narrative standard**) that the Director determines has caused, alone or in combination with other discharges, interference or pass through (including endangering the health of POTW personnel or the general public);

(4) Any discharge of a pollutant that has caused imminent endangerment of human health, welfare or to the environment or has resulted in the POTW's exercise of emergency authority to halt or prevent such a discharge;

(5) Failure to meet, within ninety days after the scheduled date, a compliance schedule milestone contained in a wastewater discharge order or enforcement order for starting construction, completing construction, or attaining final compliance;

(6) Failure to provide, within ~~thirty days~~ **forty-five (45) days** after the due date, required reports, such as baseline monitoring reports, **reports on compliance with categorical pretreatment standard deadlines,** ninety-day compliance reports, periodic self-monitoring reports, and reports on compliance with compliance schedules;

(7) Failure to accurately report noncompliance;

(8) Any other violation or group of violations, **which may include a violation of Best Management Practices**, which the Director determines will or has adversely affected the operation or implementation of the City's pretreatment program.

(e) A non-significant industrial user is in significant non-compliance if it violates Section 923.23(d) (3, 4, or 8).

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

PASSED: _____, 2015

ATTEST: _____
SUSAN CULBERTSON,
Clerk of Council

_____
DANIEL M. VINCENT,
President of Council

APPROVED: _____, 2015

_____
JEFF TILTON,
Mayor

THIS LEGISLATION APPROVED AS TO FORM

_____
LAW DIRECTOR'S OFFICE

No repetition of remarks shall be permitted nor speaking on the same subject matter will be allowed at more than three meetings, unless there has been a substantive change to the legislation or situation as determined by the President.

To accommodate special needs or circumstances that are in the best interest of the City, Council may temporarily suspend any of these rules, by motion, second and 2/3 majority vote (6 votes), which includes the opportunity to address Council without written notice.

If a speaker does not speak on a matter concerning the legislative or administrative responsibilities of city government, the President may terminate the right to speak and refer the speaker to more appropriate public forum.

Signs and banners are not permitted in Council Chambers. This prohibition does not apply to charts, diagrams, enlarged photographs, or other demonstrative exhibits or visual media utilized by a speaker in presenting testimony to Council.

Any variance or waiver of these rules shall be by a 2/3 majority vote (6 votes) of Council.

PETITION TO ADDRESS COUNCIL

IT IS ADVISED THAT YOU READ AND FAMILIARIZE YOURSELF WITH THE ABOVE-LISTED RULES AS WELL AS ALL RULES SET FORTH IN CHAPTER 111 OF THE CODIFIED ORDINANCES OF THE CITY OF ZANESVILLE PRIOR TO SPEAKING BEFORE COUNCIL.

Those desiring to address Council must complete a "Petition to Address Council." These Petitions are available in the Clerk's office, online, by email request, and in Council Chambers. To speak on a non-agenda item, the completed Petition must be provided to the Clerk of Council by noon on Wednesday the week prior to the Council meeting to be eligible to speak at the meeting. To address Council on an item that is on the agenda, the Petition must be provided to the Clerk of Council fifteen minutes prior to beginning of the meeting. Council will not consider an incomplete Petition to Address Council, which requires the following: Name, Organization Representing (if any), Address, Telephone Number, Email Address (optional), Ordinance/Resolution Number and if For or Against the legislation, and if not speaking on an agenda item list the Subject. Also required is a Signature and Date to indicate "I Have read the restrictions and guidelines regarding speaking before Council, including those set forth in Chapter 111 of Zanesville's Codified Ordinances. I understand and agree to abide by these rules and acknowledge that my failure to abide by these rules may result in my request to speak being denied or terminated". It is recommended that any available supporting documentation be submitted with the Petition to ensure that Council and City Administration have the information necessary to effectively respond to the concern. All documents submitted to Council become public documents, so please ensure that all personal and private information is redacted (deleted or removed).

NAME: Eric Jones

REPRESENTING AN ORGANIZATION (IF YES, PLEASE LIST): MYSELF

RECEIVED 3:21 pm NOV 17 2015 CLERK OF COUNCIL

ADDRESS: 221 Luck Ave

TELEPHONE: (740) 588-1837

EMAIL (OPTIONAL): _____

COMMUNICATION/RESOLUTION/ORDINANCE #: _____ ___X___ FOR OR _____ AGAINST

IF YOU ARE NOT SPEAKING ON AN AGENDA ITEM, YOU MUST INDICATE YOUR SUBJECT BELOW:

Police Comments

I HAVE READ THE RESTRICTIONS AND GUIDELINES REGARDING SPEAKING BEFORE COUNCIL, INCLUDING THOSE SET FORTH IN CHAPTER 111 OF ZANESVILLE'S CODIFIED ORDINANCES. I UNDERSTAND AND AGREE TO ABIDE BY THESE RULES AND ACKNOWLEDGE THAT MY FAILURE TO ABIDE BY THESE RULES MAY RESULT IN MY REQUEST TO SPEAK BEING DENIED OR TERMINATED.

Eric Jones
SIGNATURE

11/17/15
DATE