

**DEVELOPMENT AND LAND EXCHANGE
AGREEMENT**

EXHIBIT "B"

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

Exhibit B

Muskingum County GIS



Notes

**DEVELOPMENT AND LAND EXCHANGE
AGREEMENT**

EXHIBIT "C"

DUTRO

FORD LINCOLN NISSAN (FLN) - CAR WASH

131 S. FIFTH ST., ZANESVILLE, OH 43701

archall

ARCHITECTURAL ALLIANCE
165 NORTH FIFTH STREET | COLUMBUS OHIO 43215
P 614.469.7500 | F 614.469.0500 | www.archall.com



GENERAL CONTRACTOR

TRI-Y INC

MIKE NASH

1835 W. Main St.
Zanesville, OH 43701
(740) 454-7477

CIVIL ENGINEER

SANDS DECKER CPS, LLC

RICK COX

507 MAIN ST., SUITE 203
ZANESVILLE, 43701
(740)450-1640

STRUCTURAL ENGINEER

JEZERINAC GEERS & ASSOCIATES, INC.

STEVE MCCLARREN

5640 Frantz Rd.
Dublin, OH 43017
(614)766-0066

MEP ENGINEER

McMullen Engineering Co. Inc.

JERRY NEWCOMB

100 South State Street
Westerville, Ohio 43081
(614)895-9408



Ordinance 15-84

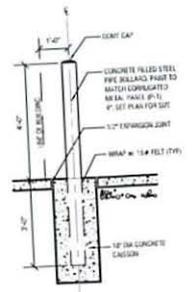
● SYMBOL INDICATES A REVERSED SHEET
○ SYMBOL INDICATES A NEW SHEET ADDED TO THE SET

SET INFORMATION

<p>DRAWING SET</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> 01 - SITE PLAN <input type="checkbox"/> 02 - FLOOR PLAN <input type="checkbox"/> 03 - SECTION <input type="checkbox"/> 04 - ELEVATION 	<p>PROJECT NUMBER</p> <p>A14-061</p>
<p>CLIENTS</p> <ul style="list-style-type: none"> <input type="checkbox"/> 01 - SITE PLAN <input type="checkbox"/> 02 - FLOOR PLAN <input type="checkbox"/> 03 - SECTION <input type="checkbox"/> 04 - ELEVATION 	<p>DRAWING SET</p> <p>Project Status</p>

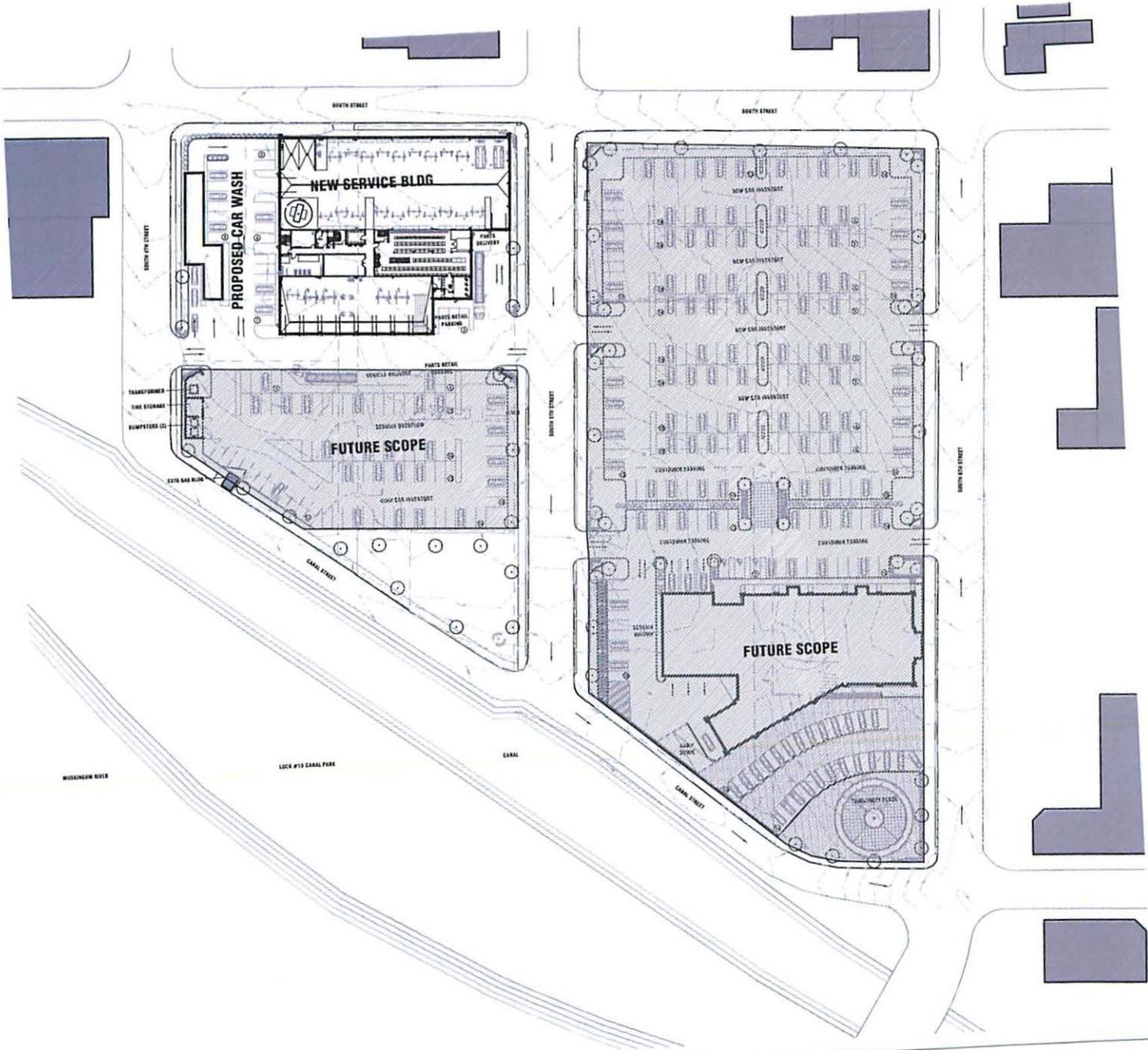
GENERAL NOTES

1. ARCHITECTURAL SITE PLAN INCLUDED FOR GENERAL REFERENCE ONLY. REFER TO CIVIL DOCUMENTS FOR ACTUAL SITE LAYOUT AND DIMENSIONS. REFER TO LANDSCAPE DOCUMENTS FOR ACTUAL PLANTING LOCATIONS AND SPECIES.
2. FIELD VERIFY ALL EXISTING CONDITIONS.



(A) BOLLARD DETAIL TYP.
SCALE 1/2" = 1'-0"

(1) SITE PLAN
SCALE 1" = 40'-0"



DUTRO
FORD LINCOLN NISSAN (FLN) - CAR WASH
Ordinance 15-84
131 S. FIFTH ST. ZANESVILLE, OH 43701

REVISIONS

NO.	DATE	DESCRIPTION

PROJECT NUMBER: A14_061
SHEET TITLE: ARCHITECTURAL SITE PLAN
SHEET NUMBER: FOR REFERENCE ONLY

CONCRETE SET

- 1.00
- 2.00
- 3.00
- 4.00
- 5.00
- 6.00
- 7.00
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- 10.00

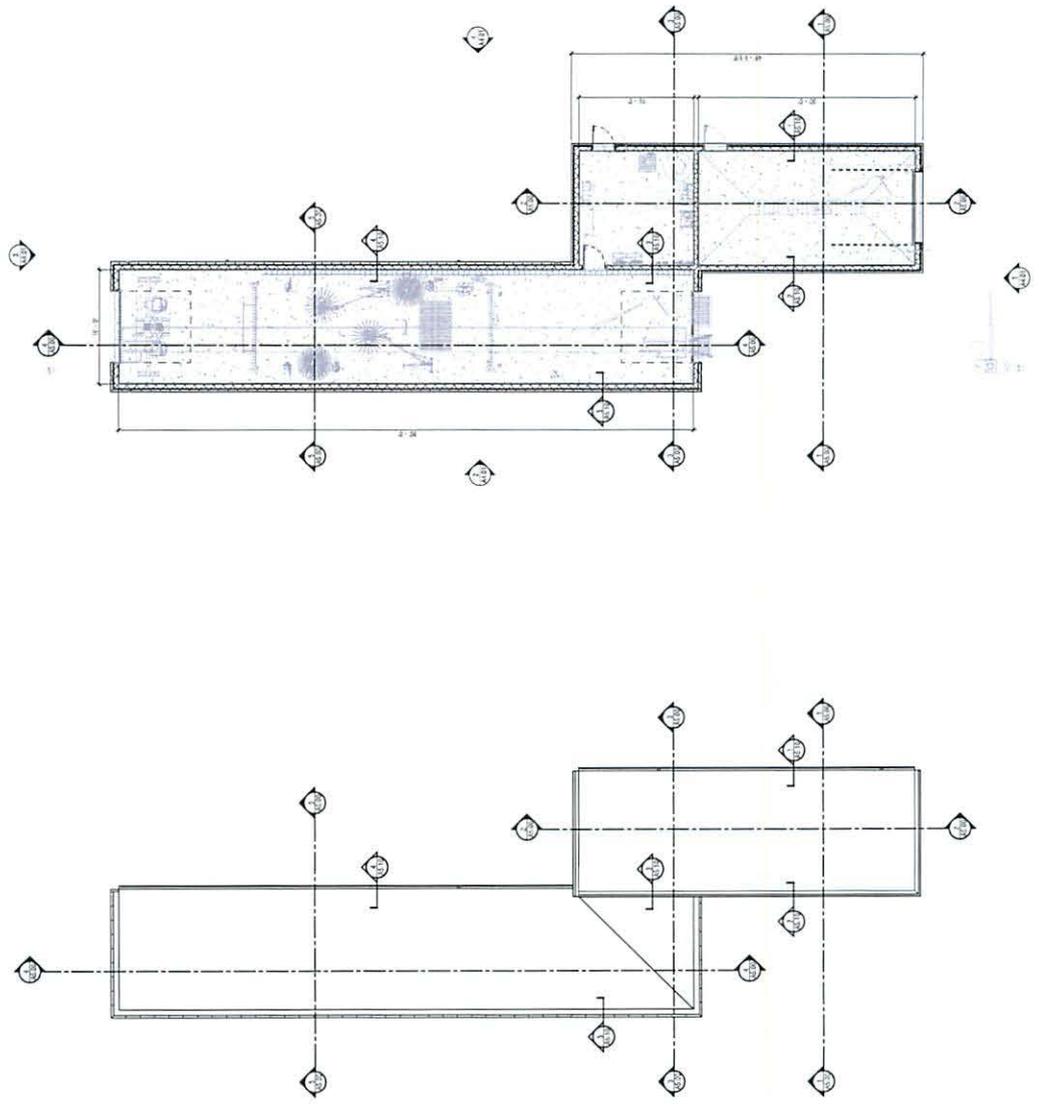
FINISHES

- 1.00
- 2.00
- 3.00
- 4.00
- 5.00
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- 7.00
- 8.00
- 9.00
- 10.00

DATE: _____

PROJECT NUMBER: A14-001
SHEET TITLE: OVERALL FIRST FLOOR PLAN
SHEET NUMBER: 1

A3.01



1
1ST FLOOR
PLAN
SCALE 1/8" = 1'-0"

2
OVERALL FOOTPRINT
PLAN
SCALE 1/8" = 1'-0"

A4.01

PROJECT: TRINITY
 NUMBER: 15-84
 BUILDING ELEVATIONS

DATE: 10/20/2015

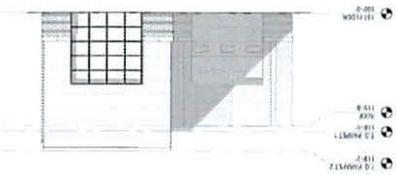


DUTRO
FORD LINCOLN NISSAN (FLN) - CAR WASH
 131 S. FIFTH ST., ZANESVILLE, OH 43701
 Ordinance 15-84

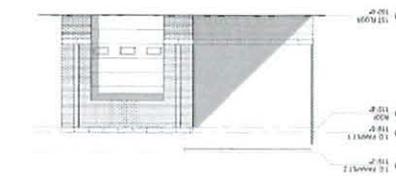


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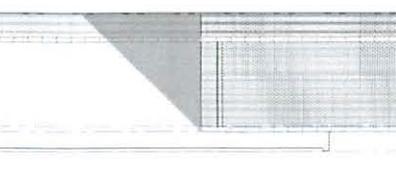
1 ELEVATION
 SCALE: 1/8" = 1'-0"
 SOUTH



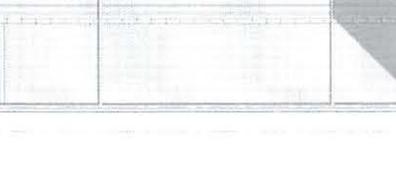
3 ELEVATION
 SCALE: 1/8" = 1'-0"
 NORTH



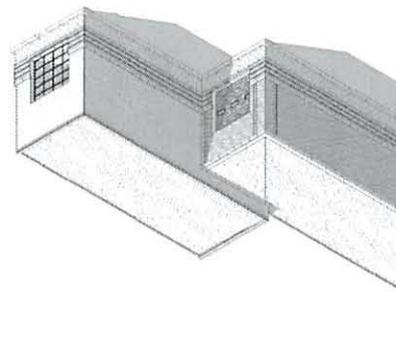
2 ELEVATION
 SCALE: 1/8" = 1'-0"
 WEST



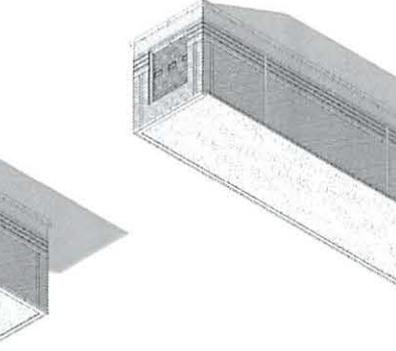
4 ELEVATION
 SCALE: 1/8" = 1'-0"
 EAST



5 3D SW
 SCALE: 1/8" = 1'-0"



6 3D NE
 SCALE: 1/8" = 1'-0"



NOTE:
 3D VIEWS ARE FOR REFERENCE ONLY. THESE DRAWINGS ARE PROVIDED TO CONVEY CONCEPTUAL DESIGN AND ARE NOT INTENDED TO BE USED FOR CONSTRUCTION. REFER TO ALL OTHER SHEETS IN THIS DOCUMENT SET FOR DETAILS.

GENERAL NOTES

ALL FINISHES SHOWN ON THESE DRAWINGS SHALL BE AS SHOWN UNLESS OTHERWISE NOTED. REFER TO THE ARCHITECT'S MANUAL SPECIFICATIONS FOR MATERIALS AND METHODS. REFER TO THE ARCHITECT'S MANUAL SPECIFICATIONS FOR MATERIALS AND METHODS. REFER TO THE ARCHITECT'S MANUAL SPECIFICATIONS FOR MATERIALS AND METHODS.

EXTENSION FINISH LEGEND

1	CONCRETE
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100	EXTERIOR METAL PANEL - ALUMINUM

**DEVELOPMENT AND LAND EXCHANGE
AGREEMENT**

EXHIBIT "D"



TIMES RECORDER PARKING LOT
 PROPOSED PARKING PLAN 1 (60 SPACES)
 S&S Job: DUTRO FLN CAMPUS (2015)
 Drawn By: John Dowalifer, PE PS
 Print Date: 6/11/2015
 Scale: 1" = 20-FT



COURT ALLEY

S. 4TH ST.

SOUTH ST.

IN/OUT

IN/OUT

IN/OUT

IN/OUT

IN/OUT

IN/OUT

Rhonda Heskett,
Budget & Finance Director



ORDINANCE NO. 15-72
INTRODUCED BY COUNCIL

AN ORDINANCE AUTHORIZING THE PROPER CITY OFFICIAL TO
DISPOSE OF SURPLUS PROPERTY

WHEREAS, ordinance #14-71 established a policy for the disposal of property the City deems to be surplus; and

WHEREAS, the Public Service and Public Safety Departments have identified items no longer needed for the usual daily operations of the City; and

WHEREAS, some items are deemed to be of value in excess of \$1,000.00, therefore requiring Council's approval for disposal.

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

SECTION ONE: The proper City Official is hereby authorized to dispose of the surplus property listed on Exhibit A attached hereto, by the procedures established in the City's Surplus Property Disposal Policy adopted January 1, 2015.

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

PASSED: _____, 2015

Sue Culbertson
Clerk of Council

Daniel M. Vincent
President of Council

APPROVED: _____, 2015

This legislation approved as to form:

Jeff Tilton, Mayor



Law Director's Office

Ordinance #15-72 Exhibit A

**CITY OF ZANESVILLE SURPLUS PROPERTY
JUNE 2015**

RECEIVED

JUN 18 2015

CLERK OF COUNCIL

PUBLIC SERVICE:

1. Vactron Wagon
2. 400-horsepower motor – 1987 model AND (R) Peerless 3 stage turbine pump (L) Gould 3 stage turbine pump
3. 10-hp ROOTS air blower AND 10-hp ROOTS air blower AND control panel for air blower
4. Benshaw 4200 KG breaker
5. YASKAWA-variable frequency drives (2 of these)
6. Burch Biowave Multi Energy Source Oven (BBM-450kW) continuous microwave (components inclusive)
7. 1997 Vactor Truck
8. 1989 GMC 3500 truck w/utility body, 1GDHR34K8KJ507503
9. 1995 Chevrolet 3500 pickup, 1GCHK34K8SE196141
10. 1996 GMC 2500 pickup, 1GTFC24K35Z562448
11. Old Reading bed off #130 w/bumper, M#HD132ABDW, S#B335219
12. 1984 Ford Backhoe/Loader, C731343
13. 1998 Ford F-150 pickup, 1FTZF1722WNA91061
14. 50 Foot long aluminum boat dock with gangway

PUBLIC SAFETY:

15. 2000 Pontiac Sunfire, 1G2JB1248Y7376943
16. 2000 Saturn, 1G8ZH5280YZ116669
17. 1998 Ford Contour, 1FAFP6637WK304620
18. 1996 Chrysler SLI, 4C3AU52NITE382998
19. 2001 Lincoln Navigator, 5LMFU28R91LJ12561
20. 1998 Dodge Caravan, 2B4GP2436WR765476
21. 1998 Dodge Durango, 1B4HS28Y8WJ158351
22. 2001 Ford pickup, 1FTRX18L31NB98035
23. 1998 Dodge Caravan, 2B4FP253XWR828704
24. 2000 Mitsubishi Eclipse, 4A3AE35G31E001819
25. 1996 Ford Crown Victoria, 2FALP71W6TX191603
26. 1996 GMC 3500HD flatbed, 1GDKC34F8TJ509876
27. 1996 GMC Sierra ton pickup, 1GTEC14WXTZ511331
28. 2005 Ford Crown Victoria, 2FAFP71W55X116665
29. 2009 Ford Crown Victoria, 2FAHP71V29X110568
30. 2009 Ford Crown Victoria, 2FAHP71V49X110569
31. 2003 Ford Crown Victoria, 2FAFP71W63X141121

Margo Moyer, City Auditor
Rhonda Heskett, Budget & Finance Director
Prepared by Bond Counsel



ORDINANCE NO. 15-62
INTRODUCED BY COUNCIL

AUTHORIZING THE ISSUANCE OF NOTES IN THE AMOUNT OF NOT TO EXCEED \$2,500,000 IN ANTICIPATION OF THE ISSUANCE OF BONDS FOR THE PURPOSE OF ACQUIRING, CONSTRUCTING, RECONSTRUCTING, RENOVATING, REPAIRING AND OTHERWISE IMPROVING MUNICIPAL FACILITIES, PARTICULARLY SECREST AUDITORIUM AND THE CITY JAIL, ACQUIRING LAND AND INTERESTS IN LAND NECESSARY FOR THE FOREGOING, EQUIPPING, FURNISHING AND EQUIPPING THE SAME, AND LANDSCAPING AND IMPROVING THE SITES THEREOF, AND DECLARING AN EMERGENCY.

WHEREAS, the Auditor of the City (the "Auditor") has certified to this Council that the estimated life of the improvements stated in the title of this ordinance (the "Project") which is to be financed with the proceeds of bonds and notes hereinafter referred to exceeds five (5) years, the maximum maturity of bonds being twenty (20) years and notes being twenty (20) years;

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

Section 1. It is hereby declared necessary to issue bonds (the "Bonds") of the City in the maximum principal sum of not to exceed Two Million Five Hundred Thousand Dollars (\$2,500,000) for the purpose of paying the costs of the Project.

Section 2. The Bonds shall be dated prior to the maturity date of the Notes (as defined hereinbelow), shall bear interest at the maximum average annual interest rate presently estimated to be five and one-half per centum (5.50%) per annum, payable semiannually until the principal sum is paid or provision has been duly made therefor, and shall mature in twenty (20) annual installments.

Section 3. It is necessary to issue, and this Council hereby determines that there shall be issued, notes in anticipation of the issuance of the Bonds.

Section 4. Such anticipatory notes (the "Notes") shall be in the amount of Two Million Five Hundred Thousand Dollars (\$2,500,000), or such lesser amount as shall be determined by the Auditor and certified to this Council, which sum does not exceed the amount of the Bonds. The Notes shall be dated the date established by the Auditor and certified to this Council and shall mature on such date as shall be determined by the Auditor and certified to this Council, provided that such date shall not be later than nine months after the date of issuance of the Notes. The Notes shall be issued as fully registered notes in book-entry form only in denominations of \$100,000 or any integral multiple of \$5,000 in excess thereof. Coupons shall not be attached to the Notes. The Notes shall be sold in a transaction exempt from the requirements of Rule 15c2-12 of the United States Securities and Exchange Commission.

Ordinance 15-62

Section 5. The Notes shall be the full general obligation of the City, and the full faith, credit and revenue of the City are hereby pledged for the prompt payment of the same. The par value to be received from the sale of the Bonds and any excess funds resulting from the issuance of the Notes shall, to the extent necessary, be used only for the retirement of the Notes at maturity and are hereby pledged for such purpose.

Section 6. There shall be and is hereby levied annually on all the taxable property in the City, in addition to all other taxes and inside the ten mill limitation, a direct tax (the "Debt Service Levy") for each year during which any of the Notes are outstanding, in an amount not less than that which would have been levied if the Bonds had been issued without the prior issuance of the Notes, for the purpose of providing, and in an amount which is sufficient to provide, funds to pay interest upon the Notes as and when the same falls due and to provide a fund for the repayment of the principal of the Notes at maturity or upon redemption. The Debt Service Levy shall not be less than the interest and sinking fund tax required by Article XII, Section 11 of the Ohio Constitution.

Section 7. The Debt Service Levy shall be and is hereby ordered computed, certified, levied and extended upon the tax duplicate and collected by the same officers, in the same manner, and at the same time that taxes for general purposes for each of such years are certified, extended and collected. The Debt Service Levy shall be placed before and in preference to all other items and for the full amount thereof. The funds derived from the Debt Service Levy shall be placed in a separate and distinct fund, which shall be irrevocably pledged for the payments of the premium, if any, and interest on and principal of the Notes and Bonds when and as the same falls due. Notwithstanding the foregoing, if the City determines that funds will be available from other sources, including the special assessments, for the payment of the Notes and Bonds in any year, the amount of the Debt Service Levy for such year shall be reduced by the amount of funds which will be so available, and the City shall appropriate such funds to the payment of the Notes and Bonds in accordance with law.

Section 8. The Notes shall bear interest, based on a 360-day year of twelve 30-day months, payable at maturity, at such rate per annum as shall be determined by the Auditor and certified to this Council. The sale and award of the Notes shall be evidenced by a Certificate of Award (the "Certificate of Award") signed by the Auditor, which shall award the sale of the Notes to such purchaser (the "Original Purchaser") as shall offer, in the opinion of the Auditor, the best terms for the purchase of the Notes. As determined by the Auditor to be in the best interests of the City, the sale of the Notes shall be awarded, either (i) based on bids submitted to the City following the publication of a Notice of Sale, which shall be in such form as approved by the Auditor, or (ii) directly to a financial institution on a negotiated basis. The Certificate of Award shall further set forth (a) the aggregate principal amount and the final terms of the Notes, which aggregate principal amount and terms, subject to the limitations set forth in this Ordinance, (b) the dated date for the Notes, (c) the purchase price for the Notes (which shall be not less than 97% of the face value thereof), (d) the maturity date for the Notes, (e) the interest rate for the Notes (not to exceed 4.50% per annum), and (f) such other terms not inconsistent with this Ordinance as the Auditor shall deem appropriate. The Auditor is hereby authorized and directed to deliver the Notes, when executed, to the Original Purchaser upon payment of the purchase price and accrued interest, if any, to the date of delivery.

The proceeds of such sale, except any accrued interest or premium thereon, shall be deposited in the Treasury of the City and used for the purpose aforesaid and for no other purpose. Any premium from the sale of the Notes shall be used to pay costs of issuance of the Notes or shall be transferred, along with any accrued interest, to the Bond Retirement Fund to be applied to the payment of the principal and interest on the Notes, and other outstanding obligations of the City, in the manner provided by law.

Ordinance 15-62

Section 9. The Notes shall be executed by the Auditor and the Mayor, provided that any and all of such signatures may be a facsimile, shall be designated "City of Zanesville, Ohio Municipal Facilities Notes, Series 2015," or as otherwise designated by the Auditor, and shall be payable as to both principal and interest at the office of the Note Registrar (as defined hereinbelow). The Notes shall express upon their faces the purpose for which they are issued and that they are issued pursuant to this ordinance. No Note shall be valid or become obligatory for any purpose or shall be entitled to any security or benefit under this ordinance unless and until a certificate of authentication, as printed on the Note, is signed by the Note Registrar (as defined hereinbelow) as authenticating agent. Authentication by the Note Registrar shall be conclusive evidence that the Notes so authenticated have been duly issued and delivered under this ordinance and are entitled to the security and benefit of this ordinance. The certificate of authentication may be signed by any officer or officers of the Note Registrar or by such other person acting as an agent of the Note Registrar as shall be approved by the Auditor on behalf of the City. It shall not be necessary that the same authorized person sign the certificate of authentication on all of the Notes.

Section 10. The Auditor is authorized and directed to execute on behalf of the City a Note Registrar Agreement with such bank or other appropriate financial institution as shall be acceptable to the Auditor and the Original Purchaser, pursuant to which such bank or financial institution shall agree to serve as authenticating agent, note registrar, transfer agent, and paying agent (the "Note Registrar") for the Notes. If at any time the Note Registrar shall be unable or unwilling to serve as such, or the Auditor, in such officer's discretion, shall determine that it would be in the best interest of the City for such functions to be performed by another party, the Auditor may, and is hereby authorized and directed to, enter into an agreement with a national banking association or other appropriate institution experienced in providing such services, to perform the services required of the Note Registrar hereunder. Each such successor Note Registrar shall promptly advise all noteholders of the change in identity and new address of the Note Registrar. So long as any of the Notes remain outstanding, the City shall cause to be maintained and kept by the Note Registrar, at the office of the Note Registrar, all books and records necessary for the registration, exchange and transfer of Notes as provided in this section (the "Note Register"). Subject to the provisions of this ordinance, the person in whose name any Note shall be registered on the Note Register shall be regarded as the absolute owner thereof for all purposes. Payment of or on account of the principal of and interest on any Note shall be made only to or upon the order of that person. Neither the City nor the Note Registrar shall be affected by any notice to the contrary, but the registration may be changed as herein provided. All payments shall be valid and effectual to satisfy and discharge the liability upon the Notes, including the interest thereon, to the extent of the amount or amounts so paid.

Any Notes, upon presentation and surrender at the office of the Note Registrar, together with a request for exchange signed by the registered owner or by a person authorized by the owner to do so by a power of attorney in a form satisfactory to the Note Registrar, may be exchanged for Notes of the same form and of any authorized denomination or denominations equal in the aggregate to the unmatured principal amount of the Notes surrendered, and bearing interest at the same rate and maturing on the same date.

A Note may be transferred only on the Note Register upon presentation and surrender thereof at the office of the Note Registrar, together with an assignment executed by the registered owner or by a person authorized by the owner to do so by a power of attorney in a form satisfactory to the Note Registrar. Upon that transfer, the Note Registrar shall complete, authenticate and deliver a new Note or Notes of any authorized denomination or denominations equal in the aggregate to the unmatured principal amount of the Notes surrendered, and bearing interest at the same rate and maturing on the same date.

Ordinance 15-62

Section 11. In all cases in which Notes are exchanged or transferred hereunder, the City shall cause to be executed, and the Note Registrar shall authenticate and deliver, the Notes in accordance with the provisions of this ordinance. The exchange or transfer shall be without charge to the owner; except that the Council and Note Registrar may make a charge sufficient to reimburse them for any tax or other governmental charge required to be paid with respect to the exchange or transfer. The Council or the Note Registrar may require that those charges, if any, be paid before it begins the procedure for the exchange or transfer of the Notes. All Notes issued upon any transfer or exchange shall be the valid obligations of the City, evidencing the same debt, and entitled to the same benefits under this ordinance, as the Notes surrendered upon that transfer or exchange.

Section 12. For purposes of this ordinance, the following terms shall have the following meanings:

“Book entry form” or “book entry system” means a form or system under which (i) the beneficial right to payment of principal of and interest on the Notes may be transferred only through a book entry and (ii) physical Notes in fully registered form are issued only to a depository or its nominee as registered owner, with the Notes “immobilized” to the custody of the Depository, and the book entry is the record that identifies the owners of beneficial interests in those Notes.

“Depository” means any securities depository that is a clearing agency under federal law operating and maintaining, together with its participants, a book entry system to record beneficial ownership of Notes, and to effect transfers of Notes, in book entry form, and includes The Depository Trust Company (a limited purpose trust company), New York, New York.

All or any portion of the Notes may be initially issued to a Depository for use in a book entry system, and the provisions of this section shall apply, notwithstanding any other provision of this ordinance: (i) there shall be a single Note of each maturity; (ii) those Notes shall be registered in the name of the Depository or its nominee, as registered owner, and immobilized in the custody of the Depository; (iii) the beneficial owners in book entry form shall have no right to receive Notes in the form of physical securities or certificates; (iv) ownership of beneficial interests in any Notes in book entry form shall be shown by book entry on the system maintained and operated by the Depository, and transfers of the ownership of beneficial interests shall be made only by the Depository and by book entry; and (v) the Notes as such shall not be transferable or exchangeable, except for transfer to another Depository or to another nominee of a Depository, without further action by the Council. Debt service charges on Notes in book entry form registered in the name of a Depository or its nominee shall be payable in same day funds delivered to the Depository or its authorized representative (i) in the case of interest, on each Interest Payment Date, and (ii) in all other cases, upon presentation and surrender of Notes as provided in this ordinance.

The Note Registrar for the Notes may, with the approval of this Council, enter into an agreement with the beneficial owner or registered owner of any Note in the custody of a Depository providing for making all payments to that owner of principal and interest on that Note or any portion thereof (other than any payment of the entire unpaid principal amount thereof) at a place and in a manner (including wire transfer of federal funds) other than as provided above in this ordinance, without prior presentation or surrender of the Note, upon any conditions which shall be satisfactory to the Note Registrar for the Notes and this Council. That payment in any event shall be made to the person who is the registered owner of that Note on the date that principal is due, or, with respect to the payment of interest, as of the applicable date agreed upon as the case may be. The Note Registrar for the Notes will furnish a copy of each of those agreements, certified to be correct by the Note Registrar for the Notes, to other paying agents for Notes and to the City. Any payment of principal or interest pursuant to such an agreement shall constitute payment thereof pursuant to, and for all purposes of, this ordinance.

Ordinance 15-62

The Mayor, Auditor, Clerk of Council, or any other officer of the City is authorized and directed to execute, acknowledge and deliver, in the name of and on behalf of the City, if requested a letter agreement among the City, the Note Registrar for the Notes and The Depository Trust Company, as depository, to be delivered in connection with the issuance of the Notes to the Depository for use in a book entry system in substantially the form submitted to this Council.

If any Depository determines not to continue to act as a depository for the Notes for use in a book entry system, the City and the Note Registrar for the Notes may attempt to have established a securities depository/book entry relationship with another qualified Depository under this ordinance. If the City and the Note Registrar for the Notes do not or are unable to do so, the City and the Note Registrar for the Notes, after the Note Registrar for the Notes has made provision for notification of the beneficial owners by the then Depository, shall permit withdrawal of the Notes from the Depository and authenticate and deliver note certificates in fully registered form to the assigns of the Depository or its nominee, all at the cost and expense (including costs of printing definitive Notes), if the event is not the result of action or inaction by the City or the Note Registrar for the Notes, of those persons requesting such issuance.

Section 13. The City hereby covenants that it will comply with the requirements of all existing and future laws which must be satisfied in order that interest on the Notes is and will continue to be excluded from gross income for federal income tax purposes, including without limitation restrictions on the use of the property financed with the proceeds of the Notes so that the Notes will not constitute "private activity bonds" within the meaning of Section 141 of the Internal Revenue Code of 1986, as amended (the "Code"). The City further covenants that it will restrict the use of the proceeds of the Notes in such manner and to such extent, if any, as may be necessary, after taking into account reasonable expectations at the time the debt is incurred, so that they will not constitute arbitrage bonds under Section 148 of the Code and the regulations prescribed thereunder (the "Regulations").

The Auditor, or any other officer of the City, including the Mayor, is hereby authorized and directed (a) to make or effect any election, selection, designation, choice, consent, approval or waiver on behalf of the City with respect to the Notes as permitted or required to be made or given under the federal income tax laws, for the purpose of assuring, enhancing or protecting favorable tax treatment or the status of the Notes or interest thereon or assisting compliance with requirements for that purpose, reducing the burden or expense of such compliance, reducing any rebate amount or any payment of penalties, or making any payments of special amounts in lieu of making computations to determine, or paying, any excess earnings as rebate, or obviating those amounts or payments, as determined by the Auditor, which action shall be in writing and signed by the Auditor, or any other officer of the City, including the Mayor, on behalf of the City; (b) to take any and all actions, make or obtain calculations, and make or give reports, covenants and certifications of and on behalf of the City, as may be appropriate to assure the exclusion of interest from gross income and the intended tax status of the Notes; and (c) to give an appropriate certificate on behalf of the City, for inclusion in the transcript of proceedings, setting forth the facts, estimates and circumstances, and reasonable expectations of the City pertaining to Section 148 and the Regulations, and the representations, warranties and covenants of the City regarding compliance by the City with sections 141 through 150 of the Code and the Regulations.

The Auditor shall keep and maintain adequate records pertaining to investment of all proceeds of the Notes sufficient to permit, to the maximum extent possible and presently foreseeable, the City to comply with any federal law or regulation now or hereafter having applicability to the Notes which limits the amount of Note proceeds which may be invested on an unrestricted yield or requires the City to rebate arbitrage profits to the United States Department of the Treasury. The Auditor of the City is hereby authorized and directed to file such reports with, and rebate arbitrage profits to, the United States Department of the Treasury, to the extent that any federal law or regulation having applicability to the Notes requires any such reports or rebates.

Ordinance 15-62

Section 14. The obtaining or updating of a rating or ratings on the Notes and the City is hereby authorized if the Auditor determines that it is necessary or advisable in connection with the original issuance of the Notes. If the Auditor so determines, then the Auditor and this Board are hereby authorized and directed to take all steps necessary to obtain such rating or ratings.

Section 15. The officer having charge of the minutes of the Council and any other officers of the Council, or any of them individually, are hereby authorized and directed to prepare and certify a true transcript of proceedings pertaining to the Notes and to furnish a copy of such transcript to the Original Purchaser. Such transcript shall include certified copies of all proceedings and records of the Council relating to the power and authority of the City to issue the Notes and certificates as to matters within their knowledge or as shown by the books and records under their custody and control, including but not limited to a general certificate of the Clerk of Council and a no-litigation certificate of the Mayor and the Auditor, and such certified copies and certificates shall be deemed representations of the City as to the facts stated therein.

Mayor, Auditor, Clerk of Council, or any other officer of the City are hereby authorized and directed to take such action and to execute and deliver, on behalf of the City, such additional instruments, agreements, certificates, and other documents as may be in their discretion necessary or appropriate in order to carry out the intent of this ordinance. Such documents shall be in the form not substantially inconsistent with the terms of this ordinance, as they in their discretion shall deem necessary or appropriate.

Section 16. Ross, Sinclair & Associates, LLC is hereby appointed to serve as municipal advisor to the City for the Notes. The Mayor, Auditor, Clerk of Council, or any other officer of the City are hereby authorized to enter into any agreements necessary to memorialize this relationship. The fees to be paid to such firm shall be subject to review and approval of the Auditor, shall not exceed the fees customarily charged for such services, and shall be paid upon closing of the financing from the proceeds of the Notes or as otherwise determined by the Auditor.

Section 17. The law firm of Bricker & Eckler LLP is hereby appointed to serve as Bond Counsel with respect to this financing.

Section 18. It is hereby found and determined that all formal actions of this Council concerning and relating to the adoption of this ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

Section 19. It is hereby determined that all acts, conditions and things necessary to be done precedent to and in the issuing of the Notes in order to make them legal, valid and binding obligations of the City have happened, been done and been performed in regular and due form as required by law; that the full faith, credit and revenue of the City are hereby irrevocably pledged for the prompt payment of the principal and interest thereof at maturity; and that no limitation of indebtedness or taxation, either statutory or constitutional, has been exceeded in issuing the Notes.

Section 20. The Clerk of Council is hereby directed to forward a certified copy of this ordinance to the Auditor of Muskingum County, Ohio.

Ordinance 15-62

Section 21. This ordinance is hereby declared to be an emergency measure necessary for the preservation of the public peace, health and safety of the City and its inhabitants so that work on the Project can commence during favorable weather conditions; wherefore this ordinance shall take effect and be in force from and immediately after its passage and approval by the Mayor.

Passed: _____, 2015

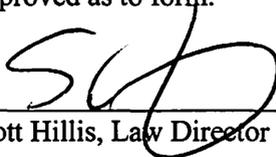
Attest: _____
Susan Culbertson, Clerk of Council

Daniel M. Vincent, President of Council

Approved: _____, 2015

Jeff Tilton, Mayor

Approved as to form:



Scott Hillis, Law Director

CERTIFICATE

The undersigned Clerk of Council hereby certifies that the foregoing is a true copy of Ordinance No. _____ duly adopted by the City Council of City of Zanesville, Ohio on _____, 2015 and that a true copy thereof was certified to the County Auditor of Muskingum County, Ohio, on _____, 2015.

Clerk of Council
City of Zanesville
Muskingum County, Ohio

CERTIFICATE OF ESTIMATED LIFE AND MAXIMUM MATURITY

To: The City Council of the
City of Zanesville, Ohio

The undersigned Auditor of the City of Zanesville, Ohio as the fiscal officer of said City, hereby certifies as follows:

1. The estimated life of the improvements described as follows (the "Improvements") exceeds five years:

ACQUIRING, CONSTRUCTING, RECONSTRUCTING,
RENOVATING, REPAIRING AND OTHERWISE IMPROVING
MUNICIPAL FACILITIES, PARTICULARLY SECREST
AUDITORIUM AND THE CITY JAIL, ACQUIRING LAND AND
INTERESTS IN LAND NECESSARY FOR THE FOREGOING,
EQUIPPING, FURNISHING AND EQUIPPING THE SAME, AND
LANDSCAPING AND IMPROVING THE SITES THEREOF

2. The maximum maturity of the bonds proposed to be issued to pay the cost of the Improvements, calculated in accordance with Section 133.20, Ohio Revised Code, is twenty (20) years, provided that if notes are issued in anticipation of the issuance of such bonds, the maximum maturity of such notes is twenty (20) years.

Dated: _____, 2015

Auditor
City of Zanesville, Ohio

RECEIPT OF COUNTY AUDITOR FOR
LEGISLATION PROVIDING
FOR THE ISSUANCE OF
GENERAL OBLIGATION NOTES

I, Debra J. Nye, the duly elected, qualified, and acting County Auditor in and for Muskingum County, Ohio hereby certify that a certified copy of an ordinance duly adopted by the City Council of the City of Zanesville, on _____, 2015, providing for the issuance of general obligation notes designated City of Zanesville, Ohio Municipal Facilities Notes, Series 2015, in the amount of not to exceed \$2,500,000 was filed in this office on _____, 2015.

WITNESS my hand and official seal at Zanesville, Ohio this ____ day of _____, 2015.

[SEAL]

County Auditor
Muskingum County, Ohio

MEMO

To: Honorable Members of Council

From: Margo Moyer, City Auditor & Rhonda Heskett, Budget & Finance Director

Date: June 2, 2015

Re: Bond Anticipation Notes

We would like to share some additional information regarding proposed ordinance #15-62 which is the first financing step for the Secrest/City Jail projects.

First, this ordinance is presented to you as an emergency, but it is not necessary to waive the readings there is time to allow for all three readings.

Second, the preamble mentions "acquiring land and interests in land," there are no plans to acquire land for either of the projects we are financing. Our Bond Council recommends the language be in the preamble just to cover any unforeseen circumstance.

Finally, it was recently discovered that the HVAC system in the City Jail is failing; this ordinance authorizes funds to be spent on the replacement/repairs of that system. Since this project has not been discussed with Council prior to the presentation of this ordinance, Mr. Buck has requested a Safety Committee meeting in order to provide more information to Council about this problem.

If there are any questions, please don't hesitate to ask.



ORDINANCE NO. 15- 64
INTRODUCED BY COUNCIL

AN ORDINANCE AUTHORIZING THE PROPER CITY OFFICIAL TO ENTER INTO A CONTRACT FOR THE LEASE OF A VACTOR SEWER CLEANER FOR THE DEPARTMENT OF PUBLIC SERVICE SEWER DIVISION THROUGH STATE PURCHASE AGREEMENT.

WHEREAS, the Public Service Department has developed and implemented a Vehicle Replacement Program for all equipment in that Department; and

WHEREAS, providing quality service is dependent upon a reliable operating fleet of equipment; and

WHEREAS, the Vactor truck was purchased in approximately 1997; and

WHEREAS, the Sewer Maintenance Division's Vactor truck has reached its useful life and needs to be replaced.

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

SECTION ONE: The proper City official is hereby authorized to enter into contract for the lease of a Vactor Model 2100 Plus sewer cleaner from Jack Doheny Companies for the Sewer Maintenance Division via state purchase plan.

SECTION TWO: The term of the lease shall be for a period of five years, with an annual lease payment of \$53,056.54, and with a guaranteed trade-in value of \$168,000.00.

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

PASSED: _____, 2015

ATTEST: _____
SUSAN CULBERTSON,
Clerk of Council

DANIEL M. VINCENT,
President of Council

APPROVED: _____, 2015

JEFF TILTON,
Mayor

THIS LEGISLATION APPROVED AS TO FORM



LAW DIRECTOR'S OFFICE



777 DOHENY COURT
PO BOX 609
NORTHVILLE MI 48167
t 248.349.0904
f 248.349.2774

To: City of Zanesville Wastewater
1730 Moxahala
Zanesville, OH 43701

Date: October 1, 2014

Attn: Steve Shirley

Phone: (740) 450-3700

Email: sewermaint@coz.org

We are pleased to submit a quotation for the equipment listed below.

One (1) Vactor Model 2100 PLUS Sewer Cleaner per the State of Ohio Department of Administrative Services State Term Schedule Number 800228:

Sale Price per State Term Schedule.....	\$334,000.00
Sale Price including 10% STS Discount	\$300,600.00
Options Price per State Term Schedule.....	\$110,377.00
Options Price including 10% STS Discount	\$ 99,339.30
Total Sale Price	\$399,939.30

Lease Purchase Options:

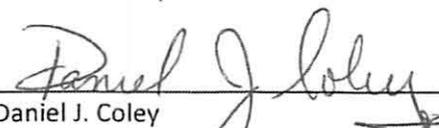
Five (5) Year Straight Lease Annual Payments in Advance	\$ 84,145.85
Five (5) Year Doheny Guarantee Lease Annual Payments in Advance	\$ 53,056.54
Guaranteed Trade-in Value after Five (5) Years	\$168,000.00

This quotation becomes a contract for payment and delivery of the merchandise listed above only when signed by the customer or one of its officers.

Customer: _____

By: _____

Date: _____



Daniel J. Coley
Jack Doheny Companies

City of Zanesville**Five (5) Year Doheny Guarantee Lease – Vactor PLUS PD Combination Sewer Cleaner
Annual Payments in Advance**

Compound Period: Annual

Nominal Annual Rate: 2.600%*

The interest rate quoted may be higher than the interest rate that you will actually receive, pending the date of your lease application.*CASH FLOW DATA**

	Event	Date	Amount	Number	Period	End Date
1	Loan	10/01/2014	399,939.30	1		
2	Payment	10/01/2014	53,056.54	5	Annual	10/01/2018
3	Payment	10/01/2019	168,000.00	1		

AMORTIZATION SCHEDULE - Normal Amortization

	Date	Payment	Interest	Principal	Balance
Loan	10/01/2014				399,939.30
1	10/01/2014	53,056.54	0.00	53,056.54	346,882.76
2014 Totals		53,056.54	0.00	53,056.54	
2	10/01/2015	53,056.54	9,018.95	44,037.59	302,845.17
2015 Totals		53,056.54	9,018.95	44,037.59	
3	10/01/2016	53,056.54	7,873.97	45,182.57	257,662.60
2016 Totals		53,056.54	7,873.97	45,182.57	
4	10/01/2017	53,056.54	6,699.23	46,357.31	211,305.29
2017 Totals		53,056.54	6,699.23	46,357.31	
5	10/01/2018	53,056.54	5,493.94	47,562.60	163,742.69
2018 Totals		53,056.54	5,493.94	47,562.60	
6	10/01/2019	168,000.00	4,257.31	163,742.69	0.00
2019 Totals		168,000.00	4,257.31	163,742.69	
Grand Totals		433,282.70	33,343.40	399,939.30	

City of Zanesville**Five (5) Year Straight Lease – Vactor PLUS PD Combination Sewer Cleaner****Annual Payments in Advance**

Compound Period: Annual

Nominal Annual Rate: 2.600%*

The interest rate quoted may be higher than the interest rate that you will actually receive, pending the date of your lease application.*CASH FLOW DATA**

	Event	Date	Amount	Number	Period	End Date
1	Loan	10/01/2014	399,939.30	1		
2	Payment	10/01/2014	84,145.85	5	Annual	10/01/2018

AMORTIZATION SCHEDULE - Normal Amortization

	Date	Payment	Interest	Principal	Balance
Loan	10/01/2014				399,939.30
1	10/01/2014	84,145.85	0.00	84,145.85	315,793.45
2014 Totals		84,145.85	0.00	84,145.85	
2	10/01/2015	84,145.85	8,210.63	75,935.22	239,858.23
2015 Totals		84,145.85	8,210.63	75,935.22	
3	10/01/2016	84,145.85	6,236.31	77,909.54	161,948.69
2016 Totals		84,145.85	6,236.31	77,909.54	
4	10/01/2017	84,145.85	4,210.67	79,935.18	82,013.51
2017 Totals		84,145.85	4,210.67	79,935.18	
5	10/01/2018	84,145.85	2,132.34	82,013.51	0.00
2018 Totals		84,145.85	2,132.34	82,013.51	
Grand Totals		420,729.25	20,789.95	399,939.30	

Last interest amount decreased by 0.01 due to rounding.

Lease Purchase Options

City of Zanesville – Vactor PLUS PD Combination Sewer Cleaner

5-YEAR LEASE / PURCHASE W / ANNUAL PAYMENTS

TOTAL AMOUNT FINANCED	\$399,939.30
ANNUAL PAYMENT (IN ADVANCE)	\$ 84,145.85
INTEREST RATE	2.60%*

First payment is due upon delivery and acceptance of equipment of the above Lease/Purchase option.

The City of Zanesville will own the equipment at the end of the 5-year lease.

Rates and payment factors, while expected firm, are for indication purposes only and are subject to change without notice unless confirmed. Quoted Lease Rates are valid for 30 days from the date of the proposal and are subject to credit approval and Lessor's receipt of mutually acceptable documentation.

The City of Zanesville must enter into a lease agreement with the leasing corporation.

Prepayment of municipal lease is permitted without penalty on any annual anniversary of delivery with appropriate notice as provided in the agreement.

5-YEAR DOHENY GUARANTEED LEASE W / ANNUAL PAYMENTS

TOTAL AMOUNT FINANCED	\$399,939.30
ANNUAL PAYMENT (IN ADVANCE)	\$ 53,056.54
INTEREST RATE	2.60%*
DOHENY GUARANTEED TRADE-IN VALUE	\$168,000.00

First payment is due upon delivery of equipment of the above Lease/Purchase option.

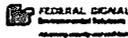
The Trade-In Value is guaranteed by Doheny Supplies and is NOT factored into the principal payment of the lease. At the end of the lease, the City of Zanesville has the option of paying off the lease by paying the trade in value or assigning the trade-in to Doheny Supplies. Doheny Supplies will then pay off the trade in value.

Rates and payment factors, while expected firm, are for indication purposes only and are subject to change without notice unless confirmed. Quoted Lease Rates are valid for 30 days from the date of the proposal and are subject to credit approval and Lessor's receipt of mutually acceptable documentation.

The City of Zanesville must enter into a lease agreement with the leasing corporation.

Prepayment of municipal lease is permitted without penalty on any annual anniversary of delivery with appropriate notice as provided in the agreement.

**The interest rate quoted may be higher than the interest rate that you will receive, pending the date of your lease application.*



Vactor Manufacturing
2014 State of Ohio Department of Administrative Services
State Term Schedule
Contract #800228

Dealer:	JACK DOHENY SUPPLIES	Equipment Discount	10.0%	
Customer:	City of Zanesville WWtr	Attachments Discount	10.0%	
OPTION #	DESCRIPTION	LIST PRICE	QTY	
	Vactor Manufacturing - Vactor "Plus" Model 2110 - Mounted on a new single axle chassis including 370 HP diesel engine, 5-speed Allison automatic transmission, 46,000 GVW.	\$ 334,000.00		\$ -
STANDARD FEATURES				
	10 Cubic Yard Capacity Catch Basin Cleaner	Standard		
	38" Aluminum Centrifugal Compressor, Rated at 14" Negative H2O	Standard		
	Fluid Coupler Drive powered by chassis engine	Standard		
	Gear Type Step-Up Transmission to Operate Compressor	Standard		
	Vactor Variable Pressure Water Pump Hydraulically Driven 60 GPM at 2000 PSI	Standard		
	800 Foot Capacity Hose Reel with 400 Feet of 1" 2500 PSI Operating, 6250 Burst Pressure Rodder Hose	Standard		
	Telescoping Rotating Hose Reel (Capacity 800' x 1" Sewer Hose)	Standard		
	Double Acting Hydraulic Dump Hoist	Standard		
	2 Tungsten Carbide Tipped Nozzles	Standard		
	Electric over Hydraulic Four-Way Power Boom Assembly with 180° Rotation	Standard		
	Remote Push Button Pendant Control with 15 Feet of Cable	Standard		
	Standard Pipe Package Consisting of:	Standard		
	(1) 3' Aluminum Pipe Extension	Standard		
	(2) 5' Aluminum Pipe Extension	Standard		
	(1) 7' Catch Basin Nozzle	Standard		
	(4) 8" Overcenter Quick Clamps with Gaskets	Standard		
	Body Drain on Rear Door with 6" Drain Hose	Standard		
	Variable Flow Handgun Assembly with 25 Feet of 1/2" Drain Hose with Couplings Front and Rear	Standard		
	Sealed Electrical System	Standard		
	1,000 Gallon Aluminum Water Tank Capacity	Standard		
	Hydraulically Extending Hose Reel Assembly	Standard		
	Catch Basin Cleaning Water System Providing 20 GPM at 600 PSI through 1/2" Hose	Standard		
	Water Pump Overspeed Controls	Standard		
	Flexible Hose Guide	Standard		
	1 Weatherproof Lockable Tool Box 16 x 14 x 36	Standard		
	Mud Flaps	Standard		
	Stainless Steel Ball Float Shut-Off -- Standard on all PD & Two-Stage Units	Standard		
	Multi-Flow System with Nozzle Storage Rack- 3 Additional Nozzles with 80 GPM System and 2 Additional Nozzles with 60 GPM System	Standard		
	Flat Rear Door with Hydraulic Locks and Open/Close	Standard		
	Deflector Plate in Debris Body	Standard		
	Circuit Breakers in lieu of Fuses	Standard		
OPTIONS				
DEBRIS BODY ACCESSORIES				
1003P	Debris Body Flush Out System	\$ 1,550.00	1	\$ 1,550.00
1004P	Debris Body Load Limit Alarm	\$ 2,300.00		\$ -
1004PB	Onboard Electronic/Digital Scale System	\$ 12,500.00		\$ -
1007P	6" Butterfly Valve/Rear Door	\$ 1,250.00	1	\$ 1,250.00
1008P	6" Knife Valve/Rear Door with Camloc (Brass)	\$ 1,600.00		\$ -
1009P	Submersible Trash Pump- Internal Mounted - Forward Wall in Body	\$ 11,500.00	1	\$ 11,500.00
1010P	Trash Pump Plumbed to Front Bumper- 2.5" (Plumbing Only)	\$ 2,200.00		\$ -
1011P	Gravity Drain-Off System to Front Bumper- 2.5" Diameter	\$ 2,900.00		\$ -
1013P	Debris/Water Tanks Combined- Additional Water Capacity	\$ 2,350.00		\$ -
1014P	Centrifugal Separator (Cyclone) May Limit Water Capacity	\$ 5,300.00	1	\$ 5,300.00
1015P	Folding Pipe Rack/Curb Side	\$ 1,100.00	1	\$ 1,100.00
1015PA	Folding Pipe Rack/Street Side	\$ 1,100.00	1	\$ 1,100.00
1015PB	Folding Pipe Rack/Rear Door	\$ 1,100.00	1	\$ 1,100.00
1017P	15 Cubic Yard Debris Body with 1300 Gallon Water and Tandem Axle Chassis; including Hi-Dump Option (60" Dump Height)	\$ 25,000.00		\$ -
1022P	Splash Shield- Rear Door	\$ 1,600.00	1	\$ 1,600.00
1023P	Lube Manifold	\$ 2,350.00	1	\$ 2,350.00
WATER TANK ACCESSORIES				
2001P	Low Water Alarm with Light	\$ 640.00	1	\$ 640.00

Vactor Manufacturing
2014 State of Ohio Department of Administrative Services
State Term Schedule
Contract #800228

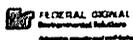
2003P	Laval Water Separator (Centrifugal Separator at Water Tank Fill)	\$	1,820.00		\$	-
2004P	Continuous Fill System at Water Tank Inlet	\$	1,820.00		\$	-
2006P	Air Purge System Utilizing Chassis Air System	\$	1,250.00		\$	-
2007P	650 Gallon Street Flusher- 4 Heads- Tanks Joined- Controls in Cab- Requires Additional 18" Chassis CA	\$	22,000.00		\$	-
2008P	300 Gallon Street Flusher- 2 Heads- On/Off in Cab Only- Requires Additional CA	\$	12,964.00		\$	-
2010	3" Drain Valve at Water Pump	\$	700.00	1	\$	700.00
2017P	1500 Gallon Water Capacity in lieu of 1300 Gallon	\$	1,800.00		\$	-
					\$	-
					\$	-
VACUUM SYSTEM ACCESSORIES						
	Single-stage (SE1) Centrifugal Vacuum System - Driven by chassis engine			STD		
3003PC	Two Stage Vacuum System, 6 cylinder John Deere Engine Tier IV (if avail) - Driven by chassis engine	\$	33,240.00		\$	-
	Two-stage (SE2) Vacuum System Driven by Chassis Engine	\$	21,340.00		\$	-
3006	Positive Displacement Blower (driven by chassis engine)	\$	19,800.00	1	\$	19,800.00
3007	Small Positive Displacement Blower (driven by chassis engine)	\$	7,700.00		\$	-
3015P	Hot Shift Blower Drive System in lieu of Standard - Includes Transfer Case, Electronic Shift Control, Vacuum Relief, and Front Control for Blower Engagement	\$	5,500.00	1	\$	5,500.00
					\$	-
BOOM ACCESSORIES						
4001	4 Foot Hydraulic Extendable Boom with 180° Rotation	\$	8,800.00		\$	-
4003	8 Foot Hydraulic Extendable Boom with 180° Rotation	\$	11,000.00		\$	-
4004	8 Foot Hydraulic Telescopic Boom with 180° Rotation	\$	14,250.00	1	\$	14,250.00
4014P	5x5 Boom Telescopic & Extendable	\$	17,900.00		\$	-
4006	Joystick Control for Boom Function (1)	\$	825.00	1	\$	825.00
4008	Grate Lifting Hook- Installed on Broom	\$	300.00		\$	-
4009	Water Ring Assembly- Installed in Vacuum Suction Hose to Body	\$	800.00		\$	-
4011P	Wireless Vactor Belly Pack Control	\$	4,500.00	1	\$	4,500.00
					\$	-
					\$	-
HIGH PRESSURE WATER PUMP						
5000	40 GPM/2500 PSI Water System - in lieu of 60GPM/2000PSI System- does not include Water Accumulator or Multi Flow			Standard		
5001	60 GPM/2000 PSI Water System			Standard		
5001A	60 GPM/2500 PSI Water System-in lieu of Standard Water System			Standard		
5002	80 GPM/2000 PSI Water System-in lieu of Standard Water System	\$	2,100.00		\$	-
5002A	80 GPM/2500 PSI Water System-in lieu of Standard Water System	\$	2,500.00	1	\$	2,500.00
5004PB	100 GPM/2000 PSI Water System	\$	3,000.00		\$	-
5008PA	Cold Weather Recirculation System- Driven from Auxiliary Engine (Fan Machines)	\$	3,300.00		\$	-
5008PB	Cold Weather Recirculation System- Utilizing Allison MD or HD Automatic Transmission (All PD Machines)	\$	1,800.00	1	\$	1,800.00
5010P	Accumulator System for Water System	\$	2,800.00	1	\$	2,800.00
5011	3" Y-Strainer at Water Pump	\$	809.00	1	\$	809.00
5015P	Front and Rear Handgun Couplers	\$	495.00		\$	-
5021P	Hydro Excavation Kit/Retractable Reel with 50' X 3/8" Hose, Handgun, and Plumbing- this System must have Option #5012-Multi Flow and Option #5010 Accumulator on the Machine (this is not Available on C-B Units)	\$	4,400.00	1	\$	4,400.00
5021A	Hydro Excavation Package: this System is in lieu of the Vactor Water Pump and Hose Reel System- the Package Includes a 23 GPM/2500 PSI Excavation Water Pump, Handgun System, Two Stage Centrifugal Fan System with a John Deere Auxiliary Engine with Fluid Coupler			N/C		
5023P	Fan Flush Out System	\$	600.00		\$	-
7003P	Water Pump Hour Meter	\$	325.00		\$	-
					\$	-
					\$	-
HOSE REEL ACCESSORIES						
6001	500' X 1" Sewer Hose/2500 PSI (In lieu of Standard Hose)	\$	500.00		\$	-
6002	600' X 1" Sewer Hose/2500 PSI (In lieu of Standard Hose)	\$	725.00	1	\$	725.00
6003	800' X 1" Sewer Hose/2500 PSI (In lieu of Standard Hose)- Requires Extra Capacity Reel	\$	1,400.00		\$	-
6004PA	Automatic Hose Level Wind Guide	\$	5,200.00	1	\$	5,200.00
6004PB	Indexing Automatic Hose Level Wind Guide	\$	5,200.00		\$	-
6004PD	Pinch Roller Only	\$	1,400.00		\$	-
6005	Hose Footage Counter - Mechanical	\$	500.00		\$	-
6005PD	Digital Footage Counter	\$	3,000.00	1	\$	3,000.00
6006P	Hose Guard/Rodder Hose	\$	1,200.00		\$	-
6011P	Handgun Hose Reel- Spring Retractable Reel with 50' Hose Assembly	\$	1,350.00	1	\$	1,350.00
6012P	Lateral Cleaning Kit with 150' Hose and Nozzle	\$	3,100.00		\$	-
6013P	Hydraulic Tool Package	\$	1,500.00		\$	-
6020PB	Extra Capacity Hose Reel-Capacity 1000' x 1" Sewer Hose	\$	3,300.00		\$	-
6017P	Hydraulic Shut-Off Valves at Suction, Return and Filter Line (3)	\$	1,500.00		\$	-
6019P	Rodder Pump Drain Valves (2)	\$	475.00	1	\$	475.00

Vactor Manufacturing
2014 State of Ohio Department of Administrative Services
State Term Schedule
Contract #800228

					\$ -
FRONT STATION AND CONTROLS					
					\$ -
7003P	Shutdown Switch - Hydraulic Oil Temp Light/Alarm	\$	325.00		\$ -
700SPA	Intelliview in Cab	\$	575.00		\$ -
					\$ -
LIGHT ACCESSORIES					
					\$ -
8001PB	Directional Arrow Stick-One Piece 8 LED Lights- Front or Rear	\$	2,100.00	1	\$ 2,100.00
8001P	Directional Large Arrow - Split	\$	2,100.00		\$ -
8002P	Hand Light with Bumper Plug	\$	400.00	1	\$ 400.00
8003P	Hand Light with Retractable Reel	\$	550.00		\$ -
8004P	Revolving Light Mounted Rear Only	\$	900.00		\$ -
8004PB	Revolving Light Front Only-Cab Guard	\$	900.00		\$ -
8007PB	Strobe Light Mounted Front Only- Cab Guard	\$	1,000.00		\$ -
8007P	Strobe Amber Beacon- for Rear Only	\$	1,000.00		\$ -
8009	Work Light at Operator Station (Each)	\$	600.00		\$ -
8028P	Worklights (2) on Extendable or Telescopic Boom	\$	800.00	1	\$ 800.00
8012	Additional Connector for Hand Light	\$	125.00		\$ -
8013	Limb Guard for Revolving or Strobe Light (Each)	\$	200.00		\$ -
8015	Work Light at Auxiliary Engine	\$	600.00		\$ -
8016	Work Light/Rear Door	\$	650.00		\$ -
8020	DOT 3 Lighting System- Four Strobe Light Head Assembly	\$	4,700.00		\$ -
8020A	DOT 3 Lighting System- Six Strobe Light Head Assembly	\$	4,900.00		\$ -
8020PE	FS- Six strobe light system.	\$	2,900.00	1	\$ 2,900.00
8020PC	Vactor Four Flashing Light Assembly- Two Piece- 4 7" Amber Lights	\$	625.00		\$ -
8022P	LED Bumper Strobes	\$	1,300.00		\$ -
					\$ -
CHASSIS ACCESSORIES					
					\$ -
9000	Additional Vactor Manual	\$	151.00		\$ -
9001	Corrosion Protection under Cab Body	\$	1,475.00		\$ -
9002	Tow Hooks/Front	\$	391.00		\$ -
9002A	Tow Hooks/Rear	\$	228.00	1	\$ 228.00
9003	Electronic Back-Up Alarm		Standard		\$ -
9013	Increase Chassis Engine to Big Block 410 HP and Transmission to Allison 4000 Series (6x4 only)	\$	31,858.00		\$ -
9023PA	Safety Cone Storage Rack	\$	175.00		\$ -
9024P	Water Cooler Storage Rack	\$	175.00		\$ -
NOTE: CHASSIS CONFIGURATION MAY HINDER TOOL BOX SIZE-CONSULT FACTORY					
					\$ -
TOOLBOXES *Toolbox sizes may vary					
					\$ -
ZZ-2100-AA	(1) Aluminum Toolbox mounted on Street Side	\$	1,375.00	1	\$ 1,375.00
ZZ-2100-BA	(1) Aluminum Toolbox mounted on Curb Side	\$	700.00	1	\$ 700.00
ZZ-2100-CA	(1) Aluminum Toolbox mounted on Front Bumper	\$	900.00	1	\$ 900.00
ZZ-46849AB	(1) Aluminum Full Width Toolbox behind Cab	\$	2,050.00	1	\$ 2,050.00
					\$ -
PAINT					
					\$ -
P113	Module Stripe - Single	\$	864.00		\$ -
P114	Module Stripe - Multiple (3 Maximum)	\$	1,583.00		\$ -
P116	Rear Door Stripe - Reflective Tape (Chevron)	\$	656.00		\$ -
P118	Cab Paint - Centari	\$	4,137.00		\$ -
P120	Cab Stripe - Single	\$	840.00		\$ -
P121	Cab Stripe - Multiple (3 Maximum)	\$	1,583.00		\$ -
					\$ -
SPARE PARTS/ACCESSORIES					
					\$ -
Enz 40.100A	Grenade Bomb Nozzle (Specify GPM, PSI, sewer-hose length) Non Rotating Head	\$	856.00		\$ -
Enz 60.100L	Chisel Point Nozzle (Specify GPM, PSI, sewer-hose length)	\$	1,202.00		\$ -
Enz 50.100G	Bulldozer Nozzle (Specify GPM, PSI, sewer-hose length)	\$	4,216.00		\$ -
Enz 10.125TR	Chain Scaper 6" - 10" Adjustable Roller Skids (Specify GPM, PSI, sewer-hose length)	\$	3,400.00		\$ -
VA-31685	Small finned nozzle skid	\$	68.00		\$ -
VA-34955	Large finned nozzle skid	\$	79.00		\$ -
VA41280	Additional 3" water filter screens	\$	26.00		\$ -
OB-WJ101	Aluminum manhole roller guide, weight 10#	\$	215.00		\$ -
VA-25262	Detachable, adjustable vacuum pipe handle assembly	\$	436.00		\$ -
JDS 25268-EX	8" x 6.5' Aluminum Hydro-excavation suction tube with (6) replaceable internal orifices (Specify desired GPM/PSI)	\$	940.00		\$ -
VA-25268Q	8" HXX Catch Basin Tube with Rubber Boot for sensitive excavation near underground utilities	\$	436.00		\$ -
S001	1" - 15 Deg. Sand Nozzle W/6-Tungsten Carbide Inserts	\$	173.00		\$ -
S010	1" - 30 Deg. Penetrator Nozzle W/7 - Tungsten Carbide Inserts	\$	173.00		\$ -
S020	1" - 15 Deg. Penetrator Nozzle W/7 - Tungsten Carbide Inserts	\$	173.00		\$ -

Vector Manufacturing
2014 State of Ohio Department of Administrative Services
State Term Schedule
Contract #800228

S030	3" Dia. General Purpose Nozzle W/6 - Replaceable Nozzles	\$	300.00	\$	-
S040	#10 Storm Nozzle W/8 Replaceable Nozzles	\$	284.00	\$	-
S050	6" Dia. Nozzle W/8- Replaceable Nozzles	\$	1,297.00	\$	-
S060	8" Dia. Nozzle W/8- Replaceable Nozzles	\$	2,021.00	\$	-
S070	Culvert Nozzle W/8- Replaceable Nozzles	\$	1,024.00	\$	-
S080	1" - 30 Deg. Probe Nozzle W/5 Jets	\$	173.00	\$	-
S090	1" - 30 Deg. Sanitary Nozzle (Non-Tungsten Carbide)	\$	173.00	\$	-
S100	1" - 15 Deg. Sanitary Nozzle (Non-Tungsten Carbide)	\$	173.00	\$	-
S110	1" - 30 Deg. Sand Nozzle (Non-Tungsten Carbide)	\$	173.00	\$	-
S120	1" - 30 Deg. Lateral Kit Nozzle (Non-Tungsten Carbide)	\$	184.00	\$	-
S150	20 Deg. Probe Nozzle W/6 Non-Tungsten Carbide Inserts	\$	121.00	\$	-
S160	1" - 30 Deg. Sanitary Nozzle W/6 Tungsten Carbide Inserts	\$	173.00	\$	-
S170	1" - 15 Deg. Sanitary Nozzle W/6 Tungsten Carbide Inserts	\$	173.00	\$	-
S180	1" - 30 Deg. Sand Nozzle W/6 Tungsten Carbide Inserts	\$	173.00	\$	-
S190	Additional 1/2" Handgun Hose / Per Foot Cost	\$	4.14	\$	-
S200	Additional 1" Leader Hose / Per Foot Cost	\$	8.09	\$	-
S210	Basin Retriever (Handi-Clam)	\$	368.00	\$	-
S220	Basin Shovel	\$	446.00	\$	-
S230	Basin Spoon	\$	446.00	\$	-
S240	Offset Manhole Roller	\$	446.00	\$	-
S250	Root Cutter Kit (Does Not Include Saws)	\$	2,693.00	\$	-
S260	6" Spiral Saw Blade	\$	173.00	\$	-
S270	8" Spiral Saw Blade	\$	205.00	\$	-
S280	10" Spiral Saw Blade	\$	205.00	\$	-
S290	12" Spiral Saw Blade	\$	257.00	\$	-
S300	15" Spiral Saw Blade	\$	284.00	\$	-
S310	Nozzle Pipe For Std. 1" Nozzle	\$	121.00	\$	-
S320	Nozzle Pipe For #10 Nozzle	\$	147.00	\$	-
S330	Round Leaf Pick-up Nozzle	\$	173.00	\$	-
S340	Lid Lifting Hook	\$	89.00	\$	-
S350	8" Adjustable Air Adapter	\$	357.00	\$	-
S350A	6" Adjustable Air Adapter	\$	357.00	\$	-
S360	Underwater Debris Nozzle (Snorkel Kit)	\$	604.00	\$	-
S370	8" x 3' Aluminum Pipe Assy.	\$	147.00	\$	-
S380	8" x 5' Aluminum Pipe Assy.	\$	173.00	\$	-
S390	8" x 7.5' Aluminum Pipe Assy.	\$	189.00	\$	-
S400	8" x 6.5' Catch Basin Nozzle Assy.	\$	189.00	\$	-
S410	8" Quick Clamp Assy.	\$	68.00	\$	-
S420	6" Quick Clamp Assy.	\$	68.00	\$	-
S430	Water Ring Assy.	\$	325.00	\$	-
S440	8" x 6" Flange Adapter	\$	173.00	\$	-
S450	8"x4"x4" Adapter	\$	289.00	\$	-
S460	Additional Handgun Assy. With Hose	\$	357.00	\$	-
S470	Additional 6" Lay Flat Drain Hose - Per Ft. Price	\$	10.50	\$	-
S480	Additional 2 1/2" Water Fill Hose - Per Ft. Price	\$	6.06	\$	-
S490	Additional 2" Water Screen	\$	53.00	\$	-
S500	Additional 3" Water Screen	\$	63.00	\$	-
S510	1" Hose Swedge Kit) Includes Machine, Dies and Pusher)	\$	1,491.00	\$	-
S520	1 1/4" Hose Swedge Kit) Includes Machine, Dies/Pusher)	\$	1,985.00	\$	-
S530	Flexible Hose Guide	\$	173.00	\$	-
S540	Catch Basin Handle Assy.	\$	173.00	\$	-
S550	Hydrant Wrench	\$	84.00	\$	-
S560	Emergency Flare Kit	\$	84.00	\$	-
S570	Jet Digger	\$	698.00	\$	-
S580	Grate Lift Hook	\$	200.00	\$	-
S590	5# Fire Extinguisher	\$	147.00	\$	-
89957	Higbee C/B Nozzle Assy 8" x 78"	\$	719.00	\$	-
89957A	Higbee C/B Nozzle Assy 8" x 36"	\$	509.00	\$	-
501523	Higbee C/B Nozzle Assy 6" x 36"	\$	462.00	\$	-
501523A	Higbee C/B Nozzle Assy 6" x 78"	\$	525.00	\$	-
34763	6" x 3' Alum Pipe Assy	\$	137.00	\$	-
34763A	6" x 5' Alum Pipe Assy	\$	173.00	\$	-
34763B	6" x 7.5' Alum Pipe Assy	\$	262.00	\$	-
34766	6" x 6.5' Catch Basin Nozzle Assy	\$	252.00	\$	-
	1" ENZ Nozzle Kit with Rotating Chain	\$	6,820.00	\$	-
9021P	Rear Camera	\$	1,600.00	\$	-
9021PB	Quad-Color Dash Mounted Rear and Side Vision Camera System	\$	2,800.00	1	\$ 2,800.00
	Second Year Parts and Labor Warranty	\$	3,025.00	\$	-
	Third Year Parts and Labor Warranty	\$	6,600.00	\$	-
	Fourth Year Parts and Labor Warranty	\$	10,175.00	\$	-



Vector Manufacturing
2014 State of Ohio Department of Administrative Services
State Term Schedule
Contract #800228

Fifth Year Parts and Labor Warranty	\$	14,025.00	\$	-
Confined Space Fall Protection Training (Cost per Person)	\$	176.00	\$	-
Upgrade from Stock Chassis to Premium Chassis	\$	9,500.00	\$	-
Chassis Model Year Upgrade (if applicable)	\$	5,500.00	\$	-
Vector Model Year Upgrade (if applicable)	\$	9,500.00	\$	-
Spare Wheel, Front	\$	545.00	\$	-
Spare Wheel, Rear	\$	358.00	\$	-
Telma Driveline Retarder	\$	14,575.00	\$	-
Steel Surcharge	\$	6,200.00	\$	-
EPA Emissions Surcharge	\$	8,100.00	\$	-
CNG Chassis	\$	59,000.00	\$	-
NOTES:				
Specify color for unit: <u>white</u>			\$	110,377.00
Unit will be white unless otherwise noted.				
Sale Price	\$	444,377.00		
Less STS 10% Discount		\$44,437.70		
Total Sale Price		\$399,939.30		

Department of Public Service
Jay D. Bennett, Director



ORDINANCE NO. 15-65
INTRODUCED BY COUNCIL

AN ORDINANCE AUTHORIZING THE PROPER CITY OFFICIAL TO ENTER INTO A PROFESSIONAL CONTRACT WITH URS CORPORATION – OHIO FOR THE PRELIMINARY DESIGN OF THE R-8/R-9/R-10/R-11 COMBINED SEWER PROJECT.

WHEREAS, URS Corporation – Ohio was selected through the O.R.C. request for qualifications process to provide engineering design and plant operations assistance for the city’s combined sewer separation program; and

WHEREAS, the third project to be addressed is the R-8/R-9/R-10/R-11 Combined Sewer area as shown in attachment “A”; and

WHEREAS, the administration would like to proceed with the preliminary design as detailed in attachment “A” under a Lump Sum Work Authorization No. 082113.

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

SECTION ONE: The proper city official is hereby authorized to enter into a professional contract with URS, Corporation – Ohio for preliminary design of the R-8/R-9/R-10/R-11 Combined Sewer Separation Project.

SECTION TWO: The cost for the preliminary design is estimated to be \$96,000.00 and shall come from line item 613.5453.53225.

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

PASSED: _____, 2015

ATTEST: _____
SUSAN CULBERTSON,
Clerk of Council

DANIEL M. VINCENT,
President of Council

APPROVED: _____, 2015

JEFF TILTON,
Mayor

THIS LEGISLATION APPROVED AS TO FORM



LAW DIRECTOR'S OFFICE



Lump Sum Work Authorization No. 082113
Attachment A
City of Zanesville, Ohio
R8, R9, R10 and R11 CSO Basin Sewer Separation
Preliminary Design Phase
Services to be provided by URS Corporation - Ohio

BACKGROUND

The City of Zanesville ("City" or "Client") is currently in the process of implementing its Long Term Control Plan (LTCP) which was prepared in May 2007 and approved in June 2008, and recommends sewer separation to eliminate combined sewer overflows (CSOs). The LTCP is being implemented to maintain compliance with the City's current National Pollutant Discharge Elimination System (NPDES) permit, Part I, C – Schedule of Compliance. The LTCP outlines twenty (20) CSO basins for sewer separation, and the City was previously granted a two-year schedule extension for implementation. The current NPDES permit requires a permit to install (if required for new sanitary) to be obtained for Cycle 2 CSO basins R2, R4, R5, R7, R8, R9, R10 and R11 by September 1, 2015 and construction complete by December 1, 2017.

The LTCP recommended CSO elimination alternative includes separation of the existing combined sewer system through construction of new sanitary sewers, and elimination of any public storm water from the sanitary system. Private property footer drain disconnection is currently not part of the sewer separation alternative. In January of 2014, the City submitted an application requesting to modify their LTCP language so that construction of new storm sewers may be evaluated as a solution to handle increased wet weather flow. The City has identified sewer separation through construction of new storm sewers as an acceptable alternative when it is more cost-effective than construction of sanitary sewers. Cycle 2 CSO basins which remain to be separated include R8, R9, R10 and R11, and the City would like to proceed with the preliminary design phase these basins. It is the City's desire to complete construction of these basins prior to the December 1, 2017 deadline.

The preliminary design phase for the R8, R9, R10 and R11 sewer separation project shall include an analysis of the existing combined sewer system through closed-circuit television (CCTV) inspection and field investigations, and recommendation of a sewer separation alternative. The goal of the project includes sewer separation in order to eliminate public storm water sources from entering the new "sanitary only" system, so that the existing combined sewer overflows (Regulators R8, R9, R10 and R11) can be eliminated.

CSO basins R8, R9, R10 and R11 are located in the southern part of the City, and are bounded by the Muskingum River to the east and a railroad to the west. The area consists mainly of dense residential development that is located close to the streets, and also includes commercial, institutional and industrial buildings.



SCOPE OF SERVICES

Phase 1 – Preliminary Design

- a. Obtain and review the following available information associated with the R8, R9, R10 and R11 project area:
 - Record drawings and/or atlas maps for the existing sewer system
 - Utility research
 - Site development plans for commercial/industrial/institutional facilities
 - GIS data and layers
 - Aerial mapping and GIS layers from Muskingum County
 - Floodplain and river stage data
 - Service lateral inspection/tap card information
 - Regulator and outfall information
 - Previous reports or studies associated with the project area or sewer system
 - Customer complaints
- b. Conduct interviews with City staff to obtain historical information about the sewer system in the study area and to gather other pertinent information.
- c. Utilize record drawings, atlas maps, site development plans, Muskingum County GIS layers, and existing City GIS layers to prepare a GIS database for the project area.
- d. Conduct a kick-off meeting with the City staff, progress meetings, and an alternative review meeting during the preliminary design phase. Take minutes to summarize the general discussion and decisions made at each meeting. These minutes will be distributed to all project team members. It is anticipated that this will include four (4) meetings during the preliminary design phase of this project.
- e. The City will perform CCTV services of the existing combined sewers in the R8, R9, R10 and R11 project area. It was estimated from maps within the Combined Sewer Operational Plan that the project area includes approximately 9,600 lineal feet of sewer (size 8" through 48") and manholes. It is anticipated that the CCTV activities will be performed within twenty-five (25) consecutive working days from Notice to Proceed. The CCTV crew shall prepare a video log for each sewer system segment to include service connection locations, noted deficiencies, condition assessment and defect coding in PACP standard format. The CCTV crew shall pan and zoom the camera towards each lateral or connection and attempt to document whether the connection is active. URS shall provide one (1) full-time field technician during performance of the CCTV activities. Each day is assumed to be 8 hours. It is anticipated that the CCTV activities will include twenty-five (25) working days to document the storm and sanitary sources connected to the combined sewers and perform manhole and catch basin inspections as outlined in Item (f) below. Not included in the CCTV activities are any dye testing or internal plumbing inspections of private property to determine if taps are active.
- f. URS shall perform an inspection of all manholes and catch basins within the R8, R9, R10 and R11 project area (it is estimated that approximately 50 manholes and 40 catch basins are in the project area). It is budgeted that the manhole and catch basins will be inspected by the same field technician supervising the CCTV and will occur

during the same 25 day time frame. The inspection will include photographs, condition assessments, and observed deficiencies, and will be coded in MACP standard format. An inspection form shall be completed for each structure in the project area. This inspection is a top-side inspection only and does not include a confined space entry.

- g. URS shall perform a condition assessment of the existing combined sewer system by reviewing the CCTV logs and manhole and catch basin inspections to identify rehabilitation recommendations for conversion of the existing system during sewer separation. The rehabilitation recommendations will be dependent upon whether the existing combined sewer system is to be converted to sanitary sewers or storm sewers.
- h. Based on the information gathered during the CCTV activities, and manhole and catch basin inspections, URS shall recommend an alternative for sewer separation in the R8, R9, R10 and R11 project area. Recommendation shall be based on the evaluation of separation with new sanitary, new storm or a combination of both.

In the event that new storm sewers are recommended for sewer separation, the following items shall be performed:

- Develop a description, schematic layout, and estimate of project cost.
- Re-route commercial/industrial/institutional private storm sewer connections to the new storm sewer.
- Identify disconnection and re-routing of existing catch basins, curb inlets, and storm manholes to the new storm sewer.
- Recommend system rehabilitation based on the condition assessment of existing combined sewers.
- Perform hydraulic analysis to determine if existing combined sewers are appropriately sized for conversion to sanitary sewers, and if low velocities/deposition of solids may be a concern.
- Perform sizing of the proposed new storm sewers to meet the appropriate City design standards.

In the event that new sanitary sewers are recommended for sewer separation, the following items shall be included:

- Develop a description, schematic layout, and estimate of project cost.
- Recommend system rehabilitation based on the condition assessment of existing combined sewers.
- Perform hydraulic analysis to determine if existing combined sewers are appropriately sized for conversion to storm sewers.
- Perform sizing of the proposed new sanitary sewers to convey the required design flows.
- The deliverable to the City at the end of the preliminary design phase will be a Preliminary Design Report. One draft copy will be provided to the City for review and comment. Two paper copies and one electronic copy of the final report will be made to the City after incorporating comments. In general the report will contain;
 - Background,
 - Scope of Services,

- Existing Conditions,
 - CCTV reports,
 - Manhole and Catch Basin Inspection Reports,
 - Alternative Analysis,
 - Recommendations,
 - and tables and figures as necessary.
- i. Coordinate and update the OEPA on the recommended solution for R8, R9, R10 and R11 sewer separation. This may include attending up to one meeting with OEPA and/or providing information that replaces portions of R8, R9, R10 and R11 in the approved LTCP.

CLIENT RESPONSIBILITIES

- The Client shall perform cleaning and root cutting in the main sewers in the project area, including jet truck, operations staff, water, disposal of debris, flow control/bypass pumping, and traffic control as necessary for CCTV inspection.
- The Client shall provide assistance to URS in locating manhole and catch basin structures; and provide traffic control during all field activities.
- The Client shall designate a representative authorized to act in its behalf with respect to general engineering services requested of URS. All direction and authorization shall be by or through such representative.
- The Client shall furnish URS all available information, reports, studies, testing results, design and survey data, operating records, existing plans, easements, and other data pertinent to the Project, and such shall be furnished at the Client's expense.
- If the Client deems that auditing, legal, accounting, and insurance counseling services may be necessary for the Project, such services shall be furnished by the Client.
- The Client shall furnish any required information and services, review all submitted documents, and render decisions pertaining thereto as expeditiously as necessary for the orderly progress of the Work, and so as not to delay the work of URS.
- The Client shall negotiate and acquire all land and easements required for construction of the Project.
- The Client shall provide URS access to enter upon public and private land as required for the performance of the Work.

ADDITIONAL SERVICES

For additional services not included in the above Scope of Services, the Client and URS shall negotiate a scope and fee prior to commencement of Work. Such services shall consist of providing any other services not included in this proposal or not customarily furnished in accordance with generally accepted engineering practices. The following is a list of additional services which may be provided on this project:

- Easement preparation.
- Provision of water source for field activities.
- Private property evaluations to include internal inspections, lateral launch/tracing, and dye testing to identify active/inactive taps throughout the project area.
- Field surveys to locate existing utilities and prepare a project base map.
- Final engineering design and construction plan preparation.
- Geotechnical services.
- Bidding and Construction services.
- Construction loan application technical assistance.

PROJECT SCHEDULE

URS will perform the Scope of Services above in a timely manner. The services listed in the Scope of Services section above shall be completed within six (6) months upon approval of this Work Authorization and contingent upon timely input by others.

PAYMENT

For services provided under this Agreement, URS shall be paid as follows:

Compensation for the stated Scope of Services shall be a stipulated sum of Ninety-Six Thousand Dollars (\$96,000.00).

The above fees are based on services being provided during the schedule outlined in this Work Authorization. Should the services be provided beyond the anticipated scheduled timeframes, then equitable adjustments to the personnel rates and engineering fees may be required. This proposal is conditioned upon the negotiation of mutually acceptable contract terms.

A monthly invoice for services rendered shall be made as the Work progresses. Payment for services shall be made within thirty (30) days of the date of the invoice. Interest shall be paid at the State-permitted rate for all payments made 45 days after date of the invoice.

President of City Council
Council Member David Tarbert

ORDINANCE NO. 15-44

AN ORDINANCE AMENDING CHAPTER 111 OF THE CODIFIED ORDINANCES OF THE CITY OF ZANESVILLE

WHEREAS, Chapter 111 of the Codified Ordinances of the City of Zanesville sets forth various provisions of law pertaining to Zanesville City Council; and

WHEREAS, City Council believes that several sections of Chapter 111 of the Codified Ordinances of the City of Zanesville, need to be updated and amended to better provide for the functioning of City Council and the conduct of its meetings.

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

Section 1. Chapter 111 of the Codified Ordinances of the City of Zanesville is hereby amended to read as follows:

**Chapter 111
Council**

111.01 Regular meetings.	111.12 Securing recognition.
111.02 Special meetings.	111.13 Addressing Council.
111.03 Notification of news media.	111.14 Reports and records.
111.04 Meeting time; changes.	111.15 Presentation of business.
111.05 Media notification of changes.	111.16 Deadline for Agenda.
111.06 Attendance.	111.17 Making and Postponing a motion.
111.07 Open meetings.	111.18 Duties of Clerk.
111.08 Posting of Schedule.	111.19 Correspondence.
111.09 Rules of Order.	111.20 Supervisor of Clerk.
111.10 Committee appointment.	111.21 Use of Codified Ordinances.
111.11 Council Committee-as-a-Whole.	111.22 Copies of legislation; fee; posting.

111.01 REGULAR MEETINGS.

(a) All regular City Council meetings shall be on the second and fourth Mondays of each month with exceptions as listed in subsection (b) hereof.

(b) Where a legal holiday is on the same date as a regularly scheduled Council meeting, the meeting shall be postponed to the evening of the first day following the legal holiday.

(c) All regular Council meetings shall be at 7:00 p.m. on the 2nd floor of the City Hall Building, 401 Market Street, in the Council Chambers.

111.02 SPECIAL MEETINGS.

Special meetings may be called by the Clerk of Council upon the written request of the Mayor, President of Council or any two members of Council upon at least twenty-four hours' notice to each member by the Clerk of Council. Any such request shall state the subject to be considered at the meeting, and no other subjects shall be considered.

111.03 NOTIFICATION OF NEWS MEDIA.

The Clerk of Council, after establishing a special meeting, will immediately thereafter notify the local news media of the special meeting date, time, location, and subject and post that information in a public place in City Hall.

111.04 MEETING TIME; CHANGES.

All regular meetings of Council shall begin at 7:00 p.m. unless changed by the President of Council or a majority of members of Council. In the event of a change in the meeting time, all Council members must be notified at least twenty-four hours before the time of the meeting. Notification is to be made by the Clerk of Council.

111.05 MEDIA NOTIFICATION OF CHANGES.

In the event of a change in meeting time, the Clerk of Council will immediately notify the local news media.

111.06 ATTENDANCE.

Council members shall attend all regular Council meetings. Any Council member, who for any reason is unable to attend a meeting of Council, shall notify the Clerk or President of Council in advance with a reason. A motion by Council is needed to be excused. An absence of two months without valid excuse, will follow Ohio law.

111.07 OPEN MEETINGS.

All deliberations of Council shall be public except in those instances exempted by law, pursuant to Ohio R.C. 121.22.

Pursuant to Ohio R.C. 121.22 all public business shall be conducted in public meetings.

111.08 POSTING OF SCHEDULE.

Before each meeting the Clerk of Council shall notify the local news media at least twenty-four hours in advance, and post a schedule stating the time and place of regular meetings on a bulletin board in City Hall.

111.09 RULES OF ORDER.

The rules contained in "Robert's Rules of Order" shall serve as a guide to Council in all cases to which they are applicable, and in which they are not inconsistent with the State Code, statutory form of government or rules contained in this chapter. Any question pertaining to the rules of order will be decided by the President of Council, subject to the right of appeal from the decision of the chair, but the appeal must be duly seconded. In the event the decision of the chair is so appealed and seconded then the chair shall put the following question to Council:

"The decision of the chair has been appealed; shall the decision of chair be sustained?" A roll call vote shall be taken. Aye vote is to support the chair's decision and Nay vote is against the chair's decision.

111.10 COMMITTEE APPOINTMENT.

The President of Council shall appoint standing Committees at the beginning of each term. Each Committee shall investigate and make recommendations on all matters referred to them for consideration. The President of Council or the Chair of a Committee may call Committee meetings. The Clerk of Council will work with members to establish a convenient date, time, and public location for the meetings. Notification of Committee meetings shall be in the same manner as for special meetings of Council.

111.11 COUNCIL COMMITTEE-AS-A-WHOLE.

Should a majority of a Committee feel that the matter placed in their Committee warrants study by Council as a Committee-As-A-Whole, a request signed by the majority of such Committee shall be read by the Clerk of Council. The President of Council shall then place the matter in question in Council Committee-As-A-Whole, and shall serve as chairman of this Committee.

111.12 SECURING RECOGNITION.

Any Council member desiring to speak before Council must secure recognition from the President of Council before speaking. Members must confine themselves to one subject at a

time or to the matter under discussion. All Council members must avoid bringing personalities into their discussion and remain professional, courteous, respectful, and polite, and not be overly loud or boisterous. The President's call to order must be obeyed.

111.13 ADDRESSING COUNCIL.

(a) Zanesville City Council welcomes, values, and appreciates the varied opinions and comments from members of the public. However, to ensure that the meetings are respectful, peaceful, and orderly, it is necessary to establish rules to prevent disruption and allow City business to be accomplished in an efficient and productive manner. Members of the public will be permitted to address Council for the purpose of commenting on legislation being considered by Council and/or for the purpose of commenting regarding City actions or services, which the speaker believes should or should not be taken by Council or issues that should be addressed by Council or the Administration.

(b) Addressing Council shall **not** be utilized for the following purposes:

1. To address matters which are not related to the City of Zanesville or cannot be addressed by City government.
2. To address members of the public or audience regarding any matters, subjects, or issues.
3. To speak on matters involved in litigation or matters otherwise listed as an exception to the Ohio Open Meetings Act (e.g. confidential information and etc). (ORC 121.22).
4. To debate or make personal attacks against members of Council, Elected Officials, City Administrators, City Employees, or other members of the public.
5. To speak in support or opposition of candidates for public office or to announce that a speaker is a candidate for public office.
6. To promote or advertise a business.

(c) Those desiring to address Council must, complete a "Petition to Address City Council" form copies of which shall be available in the Clerk's office and at meetings of Council.

(d) Remarks are Limited to 3 Minutes unless additional time is granted by Council (which shall be granted in 3 minute increments). To extend a speaker's time, a member of Council shall make a motion to waive this rule and extend the speaker's time by 3 minutes, followed by a second of the motion, and a majority vote in favor by Council. This time limit shall not apply to Special Guests, Subject Experts, City Employees, Elected Officials and City Administration who are invited to provide information, reports, or testimony to Council and they are not required to fill out a Petition to Address Council.

(e) All comments must be directed to the Presiding Officer or Council as a whole.

(f) The following General Rules of Decorum shall apply to all individuals addressing Council:

1. Individuals desiring to address Council shall wait to be recognized by the Presiding Officer. After having been recognized, he or she shall approach the podium, state his or her name and address and then proceed to address Council as a whole and not any individual.

2. All comments will be made in a courteous and respectful manner by all parties and not in an overly loud or boisterous manner.
3. No person who addresses Council shall make personal, impolite, disrespectful, hostile, disparaging, slanderous, offensive, threatening, obscene, or profane remarks towards any member of Council, the Administration, any invited guest of Council, or any member of the general public. Speakers shall not conduct themselves in a manner that disrupts or impedes the orderly conduct of the meeting or otherwise constitutes disorderly conduct.
4. The Presiding Officer shall have the sole discretion to determine whether or not a speaker's conduct is violating these Rules of Decorum. If in the Presiding Officer's discretion the rules are being violated, the Presiding Officer may take any action necessary to preserve the due conduct of the meeting, including but not limited to: (1) verbal warnings; (2) denial or termination of speaking privileges; (3) removal from the meeting; (4) banning an individual, with repeated violations, from all Council and Committee meetings for a period of 60 days; and (5) request for law enforcement to remove or arrest the individual (ORC 2917.12). These possible sanctions by the Presiding Officer are not progressive in nature.

(g) In regards to addressing Council for non-legislative items the following shall apply:

1. Citizens are to work with their Council Representative for resolution of issues or to have information presented to Council.
2. If this does not result in resolution and the person would like to address Council themselves, or if the Council Representative feels it would be beneficial for the person to address all of Council, then the Council member may notify the Clerk of the citizen's desire to address Council. The Clerk will obtain the needed information and contact the citizen to confirm information for speaking.
3. Notification must occur by Wednesday at noon, the week prior to the next Council meeting. Any helpful information must be submitted by this deadline, for inclusion in the Council Packet.
4. All submitted items become public records. Therefore, persons submitting items should ensure that personal information (e.g. social security numbers, account numbers, cell numbers, & etc) should not be included on or be blackened out before submission.
5. The Clerk will confirm that person's name, address, phone number, email address, and subject to be discussed, and then include that on the Agenda as a request to address Council.
6. This allows Council time to prepare and to have needed information for the meeting.
7. The request to address Council may be withdrawn at any time prior to speaking by notifying the Clerk.
8. Each speaker will have to complete the "Petition to Address City Council" form.
9. During the Private Petitions and Communications portion of the Agenda, Petitions to Address Council will be read individually by the Clerk of Council, by name, address and subject. The Presiding Officer shall then ask Council for a motion to allow the petitioner to address Council.