

**City Council meeting
Agenda of business
January 11, 2016**

The Lord's Prayer

Pledge of Allegiance to the flag

Item
no.

A. Roll call

B. Approval of minutes

C. Communications, reports, and resolutions

1. Communication from Mayor Jeff Tilton –Muskingum County Port Authority –I am hereby recommending the appointment of Mr. Randy Coconis to the Muskingum County Port Authority Board. Randy's term will run from January 1, 2016 through December 31, 2019.
2. Communication from Jay D. Bennett, Public Service Director- City Cemeteries Report - City Cemeteries 4th Quarter & Year End Report for 2015.
3. Resolution No. 16-02 – Introduced by Council – A Resolution authorizing the Clerk of Council to act as the designated representative of the members of Zanesville City Council for purposes of required Public Records training. (First Reading)

D. Proposed ordinances

4. Ordinance No. 16-03 – Introduced by Council – An Ordinance authorizing entering into contract for limestone, and declaring an emergency. (Emergency or First Reading)
5. Ordinance No. 16-04 – Introduced by Council – An Ordinance authorizing advertising for bids and entering into contract(s) for the purchase of highway rock salt and calcium chloride with the lowest and best bidder, or the State of Ohio Purchase Program. (First Reading)
6. Ordinance No. 16-05 – Introduced by Council – An Ordinance re-authorizing the proper city official to administer the Housing Revolving Loan Fund, and declaring an emergency. (Emergency or First Reading)

7. **Ordinance No. 16-06** – Introduced by Council – An Ordinance authorizing the proper city official to enter into a professional contract for providing portable toilets in various city parks, and declaring an emergency. (Emergency or First Reading)

E. Ordinances for action

8. **Ordinance No. 15-134** – Introduced by Council – An Ordinance authorizing the Director of Community Development to enter into a Tax Increment Service Payment Agreement with ARS Property Acquisitions 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 15-100. (Third Reading)
9. **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 Tax Increment Finance Exemption established in Ordinance 15-100. (Third Reading)

F. Traffic orders

None

G. Miscellaneous and unfinished business

H. Private petitions and communications

Non-agenda item petitions filed

Mr. Eric Jones, 221 Luck Avenue, Zanesville, Ohio speaking on self-assessment 2015.

CITY COUNCIL MEETING – MONDAY, DECEMBER 28, 2015

The Council of the City of Zanesville met in regular session at 7:00 p.m. on Monday, December 28, 2015 in the City Council Chambers, 401 Market Street, Zanesville, Ohio.

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

The following members of Council answered Roll Call: Ms. Gildow, Mr. Foreman, Mr. Sharrer, Mr. Tarbert, Mr. Baker, Mrs. Norman, Mrs. Gentry, Mr. Hutcheson, Mr. Roberts, and Mr. Vincent.

APPROVAL OF MINUTES

Mr. Hutcheson moved to accept the minutes as printed, seconded by Mr. Roberts.
Motion carried. The minutes stand approved.

COMMUNICATIONS, REPORTS, AND RESOLUTIONS

Communication from Mayor Jeff Tilton – Muskingum County Convention Facilities Authority Board – I am hereby recommending the re-appointment of Stina McKendry to the MCCFA Board for another three years. Her new term will expire on 12/31/2018.

Mr. Roberts moved to receive and concur, seconded by Mr. Tarbert.

Mr. Vincent: Is there any discussion? Hearing none, all in favor of receiving and concurring with the Mayor signify by saying aye.

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

Communication from Mayor Jeff Tilton – Income Tax Review Board – I am hereby recommending the appointment of Jay Bennett, Ginger Hamilton, and Scott Hillis to the newly formed Income Tax Review Board.

Mr. Tarbert moved to receive and concur, seconded by Mr. Hutcheson.

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

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

PROPOSED ORDINANCES

Mr. Tarbert: As we move into Proposed Ordinances I would like to move to remove 15-145 from the Agenda.

Mr. Sharrer seconded the motion.

Mr. Vincent: Is there any discussion? Hearing none, all in favor of removing Ordinance 15-145 signify by saying aye.

All were in favor. None were opposed.
Motion carries. Ordinance 15-145 is removed.

Ordinance No. 15-142 – Introduced by Council – An Ordinance authorizing the proper authority to pay an invoice to the Walter Drane Company for the provisions of annual Codified Ordinance Supplement Services, and declaring an emergency.

Mr. Sharrer moved to waive and it was seconded by Mr. Hutcheson.

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

Roll call vote on waiving of the readings.
9 Ayes
0 Nays
Motion carries.

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

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

Mr. Vincent: Is there any discussion? With no discussion we will move on to the vote. We will have roll call vote for passage.

Roll call vote for passage.
9 Ayes
0 Nays
Motion carries. Ordinance is passed.

Ordinance No. 15-143 – Introduced by Council – An Ordinance authorizing the proper City official to pay for the completion of the demolition at 932-934 West Main St., and declaring an emergency.

Mr. Vincent: We are at first reading.

Mr. Roberts moved to waive the readings and it was seconded by Mr. Tarbert.

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

Roll call vote on waiving of the readings.

9 Ayes

0 Nays

Motion carries.

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

Mr. Hutcheson moved for passage, seconded by Mr. Foreman.

Mr. Vincent: Is there any discussion?

Ms. Gildow: Will the City be filing liens?

Mr. Buck: Yes, yes, we will and they have already been told we will file liens against the property.

Ms. Gildow: Thank you.

Mr. Vincent: Is there anything else from Council? We are definitely seeing more and more of this. It is a problem. I think it will continue to grow and I am not sure if there are other measures we can take to help avoid this or not? It is unfortunate the taxpayers, if this passes, are going to end up paying for yet another demolition of property. Is there anything else from Council?

Mayor Tilton: Mr. President. I would like to say we have gone through the process of getting a hold of the property owners and asking that they would pay and one said they would at first and then they kind of backed off when they saw what the price was to clean it up. So that is why we went on and filed the liens against the property. The number of \$40,000, but I think it will come in lower than that. We have already put \$2,250 in it with the hazardous assessment and demoing it to the ground the day of the fire. So we have that plus the clean-up. Thank you.

Ms. Gildow: Are there three parcels involved?

Mr. Tilton: Two.

Mr. Buck: Two.

Mr. Hillis: I thought there were four. There are two owners.

Ms. Gildow: It just looks as if there are actually three numbers there: 932, 934, and 940 West Main.

Mr. Buck: I will get back with you.

Ms. Gildow: Thank you.

Mr. Vincent: With that you are concerned as far as the addresses and the number of parcels?

Mr. Buck: Well, the number of parcels

Ms. Gildow: Make sure they file a lien on all three parcels.

Mr. Vincent: Oh, okay.

Mr. Buck: I think he did. I am pretty sure he did.

Mr. Vincent: Okay, as far as this legislation, that is not going to affect anything here as far as the addresses? Okay. With that, Mayor Tilton or Mr. Buck, you talked about hazardous assessment. I think there are concerns as far as there being asbestos in there.

Mayor Tilton: Yes. We know that there is. When it was torn down we had a gentleman on site telling us and they know almost exactly where it is. So when we start cleaning it up they will take that aside and put it in a certified land fill.

Mr. Vincent: So that is what adds

Mayor Tilton: That is why the cost is higher than what it should be.

Mr. Vincent: It seems very high for what is there and it is already on the ground.

Mayor Tilton: We have to take that material to a certified land fill.

Mr. Vincent: I know there are a lot of concerns with children over there playing on it and it is a horrible mess to leave.

Mayor Tilton: They have called my office and when it rains there is a smell that comes out of it so we waited to try to get the property owners to pay for it, but since they are not we decided it is time to move forward and get it cleaned up.

Mr. Vincent: Now this waste, when it is hauled away, of course, the hazardous material will go to a special landfill to meet those requirements. The other waste?

Mayor Tilton: It just goes to a regular landfill.

Mr. Vincent: It does not go to any City property correct?

Mayor Tilton and Fred Buck: No, no.

Mr. Vincent: That was another concern expressed. Alright. Is there anything else from Council? We do have a petition from Mr. Michael Wyatt, 1158 Selsam Street, Zanesville, OH speaking against this Ordinance.

Mr. Michael Wyatt asked the dollar amount to purchase this piece of property and what was the determining factor that the citizens should pay for the owners' lack of upkeep when it had been a business with revenues. He expressed concerns about the environmental hazards from various timeframes pertaining to items like lead paint, lead plumbing, asphalt, asbestos and crumbling and worn out asbestos products being a real problem that must be dealt with immediately by licensed contractors trained in abatement procedures for proper disposal. He asked Council to not pass this as it is not right in his opinion that the people pay the price or demo and cleanup.

Mr. Vincent: Thank you Mr. Wyatt. We appreciate it. With that I think everyone here shares all but one of your concerns, as far as the safety and the things we discussed as far as proper disposal of any hazardous materials. Yes, we are in agreement too as far as it is very unfortunate as far as tax payers having to step up right now and pay for this. And the one I would disagree with would be not passing this to get this taken care of because that leaves a pile over there and as things continue to seep out of the ground and the children can go play on it. It is a danger. It has raised a lot of concerns. I know Council Members have gotten lots of calls and I am sure the Mayor's office has gotten calls and other offices. So right now it is very dangerous, so I appreciate Mr. Buck and the Mayor for their work on getting this figured out as far as pulling it together so we can get it corrected, if this passes tonight, to get the hazard out of there. Is there anything else from Council? Okay, with that, we will have roll call vote for passage.

Roll call vote for passage.

9 Ayes

0 Nays

Motion carries. Ordinance is passed.

Ordinance No. 15-144 – Introduced by Council – An Ordinance amending Appropriation Ordinance No. 15-23 and declaring an emergency.

Mr. Vincent: A motion to waive?

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

Mr. Vincent: Is there any discussion on waiving? With that, Mr. Hillis, just double checking to make sure we are doing this right. We did receive an update as far as from Ms. Heskett regarding the attachment that was emailed to Council. It was emailed to the media and all of the office holders. Do we need to make an amendment here since that is an attachment or that doesn't make a difference because it is not part of the actual piece of legislation?

Mr. Hillis: Correct.

Mr. Vincent: Correct. Thank you. Is there anything else from Council? We will have roll call vote for waiving of the readings.

Roll call vote on waiving of the readings.

9 Ayes
0 Nays
Motion carries.

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

Mr. Roberts moved for passage, seconded by Ms. Gildow.

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

Roll call vote for passage.

9 Ayes
0 Nays
Motion carries. Ordinance is passed.

Ordinance No. 15-145 – Introduced by Council – An Ordinance permitting the Law Director to purchase surplus equipment and declaring an emergency.

Mr. Vincent: Ordinance 15-145 was removed from the agenda tonight so we will move on to Ordinances for Action.

Mr. Vincent: I did have a petition.

ORDINANCES FOR ACTION

Ordinance No. 15-140 – Introduced by Council – An Ordinance to vacate a portion of Water Street near the intersection of Howard Street and North 5th Street in the City of Zanesville, Ohio as herein provided.

Mr. Vincent: We are at second reading.

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

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

Roll call vote on waiving of the readings.
9 Ayes
0 Nays
Motion carries.

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

Mr. Baker moved for passage, seconded by Mrs. Norman.

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

Roll call vote for passage.

9 Ayes

0 Nays

Motion carries. Ordinance is passed.

Ordinance No. 15-128 – Introduced by Council – An Ordinance authorizing the proper city official to enter into an agreement between the City of Zanesville and David and Betsy Skrobot providing for a tax abatement on certain improvements to 111 North 4th Street.

Mr. Vincent: We are at third reading.

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

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

Roll call vote for passage.

8 Ayes

0 Nays

1 Abstention Mr. Baker

Motion carries. Ordinance is passed.

Ordinance No. 15-130 – Introduced by Council - An Ordinance providing temporary appropriations for use during the fiscal year 2016 and declaring an emergency.

Mr. Vincent: We are at third reading.

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

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

Roll call vote for passage.

9 Ayes

0 Nays

Motion carries. Ordinance is passed.

Ordinance No. 15-131 - Introduced by Council – An Ordinance authorizing the proper city official to increase the salaries of the City of Zanesville Elected Officials and declaring an emergency.

Mr. Vincent: We are at third reading.

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

Mr. Vincent: Is there any discussion? With that do I have a petition for someone to speak on this one? Yes I do. I have a request to speak from Mr. Eric Jones. He is against this legislation.

Mr. Eric Jones, 221 Luck Avenue, Zanesville, Ohio.

Mr. Eric Jones started out by saying this is a tyranny of the majority and should the citizens of Zanesville give the tyrants an increase in pay. He expressed his thoughts against the wage increase as he expressed concerns Council members are not doing enough to employ minorities within the Police Force. He expressed his citizenship to members of City Council. He expressed concerns of a stacked committee and the public not showing up to the committee meeting to express their opinions on the wages. He expressed Ordinance 15-44 limited citizens' civil liberties in his opinion and the three time limit of speaking on a topic and therefore Council should not receive a wage increase. He mentioned the need for dissent and the need for citizens to have the opportunity to voice their concerns.

Mr. Vincent: Thank you Mr. Jones. Is there anything else from Council? With that I think Council Members have been on Council for a period of time and recall the time, recall the situation we have been in the past as far as not having money for raises and other people got raises and Council declined their own raises. I know this is more than Council, but with that I know in the past we have not done raises for a period of time because we have not been able to afford that. We get into a position where we fall further and further behind. So I think the committee, was aware of that as far as when they brought that forward. I am not sure if Mr. Tarbert wants to add anything to that.

Mr. Tarbert: I do not. I think we have gone over it in detail. The meeting was open to the public. Several members of the public came to that meeting. Several members of the public came and spoke at that meeting. This committee, this group of individual volunteers, they were all members of the public. There were no Council persons present at any of these meetings where they met to discuss this. I saw recently where I think it was Coshocton was giving all of their elected officials' increases because of this; because they wait so long and don't do small incremental increases. The argument is you want to attract good people to these positions, but it is tough when you don't pay comparable, I am not saying even come close to matching private industry , but you have to come close as you can to matching other communities. I saw Coshocton just gave their elected officials a 25% raise. So this cost of living 1.7% raise or whatever they are getting here, this committee worked very hard on. Again, I thank them for their effort. It was open to the public. Many members of the public came and I think they did a good job.

Mr. Vincent: A very extensive report and with that I don't think Council had any input on who was a part of that committee and I heard the mention as far as doing that and bringing it up and then I didn't hear anything until the report came out.

Mr. Tarbert: We didn't choose the committee. I didn't know who was on the committee until after the decision was made.

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

Roll call vote for passage.

9 Ayes

0 Nays

Motion carries. Ordinance is passed.

Ordinance No. 15-132 – Introduced by Council – An Ordinance authorizing the proper city official to dispose of surplus property.

Mr. Vincent: We are at third reading.

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

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

Roll call vote for passage.

9 Ayes

0 Nays

Motion carries. Ordinance is passed.

Ordinance No. 15-134 – Introduced by Council – An Ordinance authorizing the Director of Community Development to enter into a Tax Increment Service Payment Agreement with ARS Property Acquisitions 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 15-100.

Mr. Vincent: We are at third reading.

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

Mr. Vincent: Is there any discussion? With no discussion we will move on to voting.

Charles "Chip" Saunders: May I speak?

Mr. Vincent: Yes, please.

Mr. Saunders: We are working with the developer on this Ordinance and the next as far as the service payments, as well as, the developer's agreement. Their attorney has told us that they have some minor comments on the language, but they have not gotten that information to us, so we feel it best that this Ordinance should be tabled for the time being until we can get that information worked out.

Mr. Vincent: Postpone is the language that we need to use, as we changed our Ordinance, if that is what you are after.

Mr. Saunders: Yes.

Mr. Vincent: To table would only be for this actual meeting.

Mr. Tarbert: Does that then go hand and hand with Ordinance 15-135 so it should be postponed as well?

Mr. Saunders: That is correct.

Mr. Tarbert: Is that two weeks to the next meeting?

Mr. Saunders: Yes. It is incentive for them to get this done, but we can't make them give it to us. If it, obviously it is a benefit to them to get the information to us, but we don't have their comments. They said they are minor, but they haven't shared them with us.

Mr. Vincent: Those are essential to move forward?

Mr. Saunders: Yes.

Mr. Baker moved to table this Ordinance for two weeks. It was seconded by Mr. Tarbert.

Mr. Vincent: Motion to postpone for two weeks? The new language.

Mr. Baker: I am sorry, right.

Mr. Vincent: So a motion by Mr. Baker to postpone for two weeks. It was seconded by Mr. Tarbert. All in favor of postponing signify by saying aye.

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

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 Tax Increment Finance Exemption established in Ordinance 15-100.

Mr. Baker moved to postpone for two weeks. It was seconded by Ms. Gildow.

Mr. Vincent: All in favor of postponing for two weeks signify by saying aye.

All were in favor. None were opposed.
Motion carries. The Ordinance is postponed until next year.

TRAFFIC ORDERS

None

MISCELLANEOUS AND UNFINISHED BUSINESS

Mr. Vincent: Is there anything from Administration? Is there anything else from Council?

Mr. Tarbert: I know we have a petitioner after this, but this seems to be the end of our Council period. So, I am not one to intentionally make a meeting longer, but I feel like I would be remiss if I didn't make a few brief remarks. I just want to say it has been an honor representing the Fifth Ward for nineteen years. I want to say thank you to my friends, my neighbors, my constituents who have voted for me and entrusted me with the responsibility for almost two decades. And to my current Councilmembers I truly want to say it has been a privilege working with all of you. Over the last two decades many of us have worked with other Councilmembers who, from time to time, perhaps weren't so dedicated. I can honestly say that this Council, as currently constituted, is the most hard working, dedicated, most prepared group of Council people I have had the pleasure of working with. Nobody can count the amount of hours and the care and the worry that Dan puts into that job as President, and I believe that for all of you. You know we get called a lot of names, because it is easy to sit on the sidelines and criticize. So let me be one of the few, to thank you. I know how much you care about this City. I know how much work you put into this job. I know how much you worry about making the right decisions. You deserve a thank you every so often. So if it has to only come from a former Councilman every so often; I will be the one to do it. Thank you for all of the hard work you have put into this. I can honestly say that none of the people up here have any other agenda than making this City a better place to work, live, and raise their families. Sometimes we all disagree on how to get to that decision, but in twenty years I don't remember any substantive issue voting along party lines and I am proud of that. We don't always vote together, but I can't remember any time any substantive issue voted along party lines and I am proud of that and I am proud of the work that we have all done together. To the other Councilmembers leaving office I want to thank you both. Your intelligence, your ideas, your hard work have been invaluable to this Council and to this City. To those of you remaining and to those of you who are joining Council, you have my seat, you have my prayers, and you have what little guidance I have to offer. Again few people know the work and the stress that this job entails unless you are sitting up here. So I want to thank you all so much for what you have done for this City and for what you have done for me over the past twenty years. I know that you will work tirelessly to keep this City moving forward. Thank you all.

Mr. Vincent: Thank you, Mr. Tarbert. I greatly appreciate that.

Mr. Hutcheson: I have a few words myself here as I am leaving. I want to thank the members of the community, the City Administration, and the members of Council. It has been a great honor and like Mr. Tarbert mentioned a privilege to serve the Second Ward in the City of Zanesville for that matter for the past six years. Like David said a lot of time and commitment goes into making the City a better place. If you look back in 2010 we have come a long way since where we were when I was elected, and Mr. Roberts was elected, and a few others. We have come a long way. We have a surplus now from my understanding of the budget and it definitely has been an honor and a privilege. Going back to high school when I was elected; briefly, nothing you do in the course of schooling can get you ready for something like this and you learn a lot about government so fast that no Civics classes you take in high school or in college or U.S. Government classes can relate to learn about the budget. You can learn about how Civil Service works, how the government and the people work to keep the City and

provide public service and safety for the people. It has been a real pleasure and an honor to serve the people with some good colleagues of mine. Thank you very much.

Mr. Vincent: Thank you, Mr. Hutcheson. Is there anything else from Council? With that I would like to add as far as thank you for your service as far as the youngest Councilman I think ever elected to Zanesville City Council and for six years of service. We greatly appreciate that. You have kind of grown up here.

Mr. Hutcheson: Yes I have. Definitely. Thank you very much.

Mr. Vincent: Mr. Tarbert thank you for your very kind words and thank you for your nineteen years of service. You have been very strong member of Council. You have been very helpful. You have been a good voice for Council. Your legal knowledge has been very valued along with your opinion and I think you can help to probably to everyone throughout the years. And then Mr. Sharrer I also want to thank you. One term, two years, but it seems like you have been here longer than that and I greatly appreciate all you have done. You have been a big help and a strong Councilperson and your knowledge and your drive has been very much appreciated. Is there anything else from Council before we move on to private petitions?

PRIVATE PETITIONS AND COMMUNICATIONS

Mr. Eric Jones, 221 Luck Avenue, Zanesville, Ohio spoke for the third time on Police racism and sexism.

Mr. Eric Jones spoke and acknowledged he is speaking for the third time on the Police Force and will never be able to speak on this subject again. He stated this rule must be applied to all citizens. Mr. Jones feels it also applies to the Administration and Council being limited to speaking three times on a subject and then they must stop. He spoke on the lack of diversity on the Zanesville Police Force. He is concerned about the low percentages of blacks and women on the force and if we are down to 0% for blacks racism is at an extreme. He also spoke on the employment ratios and how Councilwomen need to try to improve the numbers for women on the Police Force. He suggested Council people complain to Mr. Buck that there are no blacks on the Police Force. He wished all a Happy New Year.

Mr. Vincent: Thank you, Mr. Jones and Happy New Year to you to sir. With that just to address a few things- as far as speaking on subject matter, not to be allow more than three meetings, unless there has been a substantial change of legislation or a situation, as determined by the President. So it is not all hard and fast there. That is included in the legislation. With that Mr. Buck has talked about the issue and I think he is well aware and I think he is making efforts. He is challenged with that. I don't think it is Council's job to complain. I think it is Council's job to be part of the solution. So I would expect and hope, and I am pretty certain actually, that Council does a pretty good job as far as stepping up and wanting to be part of the solution coming, not just with issues, but also coming with ideas.

So there is one other person that I also failed to mention that I had written down here and wanted to talk about. I want to thank Mr. Hillis. Sixteen years as Law Director, two years

serving as Council-At-Large. I just wanted to let him know that I appreciate you very much. You have done a lot of hard work and you have spent a lot of time with me and helped us through a lot of challenges and I very much appreciate your knowledge, your passion, and you will be missed. Thank you for your services.

Is there anything else from Council?

Mr. Hutcheson: One more time, a motion to adjourn.

Mr. Tarbert: I second.

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

All were in favor. None were opposed.

Mr. Vincent: The motion carries. We stand adjourned. Thank you everyone and have a Happy New Year.

The meeting adjourned about 7:40 p.m.

THE SWEARING IN OF COUNCIL MEMBERS AND THE CEREMONIAL SWEARING IN OF ZANESVILLE CITY LAW DIRECTOR WAS HELD AT 6:45 P.M. ON JANUARY 4, 2016.

Mr. Vincent: I would like to welcome the newest members of Zanesville City Council for the years of 2016 and 2017. It is an honor to be with this group. I welcome back some familiar faces that were re-elected and a special welcome to our newest members: Mr. David Wolfe, Mrs. Joey Osborn, and Ms. Jan Bradshaw. Welcome. With that tonight this is kind of formal and informal so we want people to have a chance to get photos, to enjoy the celebration, and to get family shots. You are welcome to take photos as this occurs and afterwards. If you want some additional shots you are welcome to do that. Starting out we are going to have our new Law Director, who was formerly on Council, Mr. David Tarbert. He is authorized as far as to swear people in tonight. We were planning on Judge Joseph, but he had an injury. He is going to be okay, but he has an injury and unfortunately he could not make it this evening, so Mr. Tarbert is stepping in for him. He will swear in all of Council as a group and then he will swear me in as President and then I will swear him in as the new Law Director.

Mr. Tarbert then swore in the Council members as a group and then the President of Council.

Mr. Vincent then swore in David Tarbert as the Law Director for the City of Zanesville. This was for ceremonial purposes as David was officially sworn in on December 28, 2015 by Judge William Joseph.

Mr. Vincent: So that concludes the oaths of office swearing in of our newly elected officers. The Special Meeting of Council will begin at 7:00 p.m. If anyone would like pictures please just let us know. You are welcome to come up and congratulate everyone.

CITY COUNCIL MEETING – MONDAY, JANUARY 04, 2016

The Council of the City of Zanesville met for a Special Meeting at 7:00 p.m. on Monday, January 04, 2016 in the City Council Chambers, 401 Market Street, Zanesville, Ohio.

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

The following members of Council answered Roll Call: Mrs. Gentry, Mrs. Norman, Ms. Bradshaw, Ms. Osborn, Mr. Wolfe, Mr. Foreman, Mr. Roberts, Mr. Baker and Mr. Vincent.

Ms. Gildow was absent.

Mr. Vincent: Do I have a motion to excuse Ms. Gildow?

Mr. Roberts moved to excuse the absence of Ms. Gildow. It was seconded by Mr. Foreman.

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

All were in favor. None were opposed.
Motion carries. She stands excused.

Mr. Vincent: We are now at the election of President Pro Tempe. With that I will accept the nominations. They do not need a second, but a second is fine if you would like to do such. I will accept the nominations at this time for President Pro Tempe.

Mr. Baker: I would like to nominate Mr. Andy Roberts for President Pro Tempe.

Mr. Vincent: Nomination of Andy Roberts for President Pro Tempe by Mr. Baker. Seconded by Mr. Wolfe. Are there other nominations? No additional nominations? It will be easy. We can do a roll call vote or we can do just voice vote since it is only one. So, all in favor of electing Mr. Andrew Roberts to President Pro Tempe signify by saying aye.

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

Mr. Vincent: Congratulations, Mr. Roberts.

Mr. Roberts: Thank you.

Mr. Vincent: With that the President Pro Tempe is the position that fills in when the President is absent and will run the meeting in my absence. With that we are now at the appointment of the Clerk of Council. So with that I will take nominations.

Mr. Roberts: I nominate Ms. Sue Culbertson to continue in her position.

Mr. Vincent: A nomination for Sue Culbertson to continue as Clerk.

Mrs. Osborn: I second.

Mr. Vincent: Are there any other nominations? Okay, we will make it easy again here. With one nomination we can do a voice vote. So with that all in favor of Sue Culbertson to continue serving as our Clerk and continue for the next two years signify by saying aye.

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

Mr. Vincent: Congratulations, Mrs. Culbertson.

Mrs. Culbertson: Thank you.

Mr. Vincent: With that I want to go ahead and get her sworn in to make this official. So I will take a break here.

Mr. Vincent then swore in the Clerk with the oath of office.

Mr. Vincent: With the Special Meeting we do have one ordinance and that is to set the Clerk's salary for the next two years.

PROPOSED ORDINANCES

Ordinance No. 16-01 - Introduced by Council – An Ordinance establishing the salary of the Clerk of Council and declaring an emergency.

Mr. Vincent: A motion to waive.

Mr. Roberts moved to waive the readings and it was seconded by Mr. Baker.

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

Roll call vote on waiving of the readings.

8 Ayes

0 Nays

1 Absent Ms. Gildow

Motion carries.

Mr. Vincent: Now I need a motion for amending the Ordinance since there is a blank figure amount in there.

Mr. Roberts moved to amend Section One at the blank spot to \$42,974.00 per year.

Mr. Foreman seconded the motion.

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

All were in favor. None were opposed.

Motion carries.

Mr. Vincent: We are now at Ordinance 16-01 as amended. So with that I need a motion for passage.

Mrs. Norman moved for passage, seconded by Mr. Baker.

Mr. Vincent: Discussion? Hearing none, we will have roll call vote for passage.

Roll call vote for passage.

8 Ayes

0 Nays

1 Absent Ms. Gildow

Motion carries. Ordinance is passed.

Mr. Vincent: Since this is a special meeting we don't have some of the typical things that are part of the meeting. It is going to be a short meeting and we need to stick to what we advertised that will be part of this meeting. So with that I will entertain a motion for adjournment.

Mr. Roberts moved to adjourn. It was seconded by Mr. Foreman.

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

All were in favor. None were opposed.

Motion carries.

Mr. Vincent: We stand adjourned. Thank you everyone and have a good night. If you need additional photos you may do so. And again, welcome to our newest members.

The meeting adjourned about 7:10 p.m.



Council-Mayor Government
Jeff Tilton, Mayor

THE CITY OF
Zanesville

401 Market Street • Zanesville, Ohio 43701
Phone (740) 455-0601 Ext 128 •
Fax (740) 455-0744 E-mail: mayor@coz.org



MEMORANDUM

TO: *Members of City Council*

FROM: *Mayor Jeff Tilton* JT

DATE: *January 5, 2016*

SUBJECT: *Board Appointment*

Muskingum County Port Authority

I am hereby recommending the appointment of Mr. Randy Coconis to the Muskingum County Port Authority Board. Randy's term will run from January 1, 2016 through December 31, 2019.

JT/blm



Council-Mayor Government
Jeff Tilton, Mayor

The City of Zanesville

401 Market Street, Zanesville, Ohio 43701

Phone: (740) 455-0601 x101

Email: jay.bennett@coz.org



Department of Public Service

Jay D. Bennett, DIRECTOR

MEMO

TO: Honorable Members of Council
FROM: Jay D. Bennett, Public Service Director 
DATE: January 4, 2016
RE: City Cemeteries 4th Quarter & Year End Report (2015)
CC:

In accordance with Ohio Revised Code, please find attached the 4th Quarter Report of 2015 and Year End Report for the City of Zanesville Cemetery Division from Jeff Johnson, Cemeteries/Parks Superintendent.

JDB/bc

Attachment



City of Zanesville

JEFF JOHNSON

SUPERINTENDENT, CEMETERIES & PARK MAINTENANCE

401 Market St., Zanesville OH 43701

740-455-0637

2015 4th Quarter Report

	Interments	Lot Sales	Transfers
October	7	7	1
November	3	5	0
December	5	3	0
	-----	-----	-----
Total	15	15	1

	Cemetery Operating	Cemetery Development	Cemetery Endowment
October	2,570.00	2,552.00	283.00
November	9,608.01	4,480.05	354.45
December	3,405.00	2,115.00	235.00
	-----	-----	-----
Total	\$15,583.01	\$9,147.05	\$872.45

Total: \$25,602.51



City of Zanesville

JEFF JOHNSON

SUPERINTENDENT, CEMETERIES & PARK MAINTENANCE

401 Market St., Zanesville OH 43701

740-455-0637

2015 Year End Report

	Interments	Lot Sales	Transfers
1st Quarter	16	12	1
2nd Quarter	21	15	0
3rd Quarter	23	4	1
4th Quarter	15	15	1
Total	75	46	3

	Cemetery Operating	Cemetery Development	Cemetery Endowment
1st Quarter	19,136.21	7,748.10	806.90
2nd Quarter	24,287.36	7,013.95	1,429.25
3rd Quarter	9,544.48	4,584.50	455.50
4th Quarter	15,583.01	9,147.05	872.45
Total	\$68,551.06	\$28,493.60	\$3,564.10

Total: \$100,608.76

RESOLUTION. NO. 16-02

A RESOLUTION AUTHORIZING THE CLERK OF COUNCIL TO ACT AS THE DESIGNATED REPRESENTATIVE OF THE MEMBERS OF THE ZANESVILLE CITY COUNCIL FOR PURPOSES OF REQUIRED PUBLIC RECORDS TRAINING.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ZANESVILLE, COUNTY OF MUSKINGUM AND STATE OF OHIO:

SECTION 1: It is hereby declared to be the intent of Zanesville City Council to appoint Susan Culbertson, Clerk of Council, as the representative of the members of Zanesville City Council for purposes of attending and receiving Public Records Training in compliance with ORC 109.43.

SECTION 2: This Resolution shall take effect and be in force from and after its passage, approval by the Mayor, and the earliest period allowed by law.

PASSED: _____, 2016

ATTEST: _____
SUSAN 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

Mary E. Bush
Purchasing Coordinator

RECEIVED
DEC 28 2015
CLERK OF COUNCIL

ORDINANCE NO. 16-03
INTRODUCED BY COUNCIL

AN ORDINANCE REAUTHORIZING ENTERING INTO
CONTRACT FOR **LIMESTONE**, AND DECLARING AN
EMERGENCY

WHEREAS, the Ohio Revised Code Section 731.48 provides that the legislative authority of a Municipal Corporation shall not enter into a contract which is not to go into full operation during the term for which all the members of such legislative authority are elected, and

WHEREAS, the Zanesville City Council authorized the City of Zanesville to enter into contract for limestone; which did not go into full operation during the term of said council members; and

WHEREAS, the failure of this ordinance to become effective prior to thirty [30] days after passage will create an emergency in the usual daily operation of municipal departments.

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

SECTION ONE: That the Ordinance below is hereby ratified and the proper city official is hereby authorized to enter into the contract[s] called for in the following ordinance:

ORDINANCE NO. 15-139 AUTHORIZING ADVERTISING FOR BIDS AND ENTERING INTO CONTRACT FOR THE PURCHASE OF **LIMESTONE** FOR THE CITY'S REQUIREMENTS DURING THE YEAR 2016.

SECTION TWO: For the reasons stated in the preamble hereto, this Ordinance is hereby declared to be an emergency measure and being an emergency measure, provided it receives the affirmative vote of six [6] or more members of Council elected thereto, shall take effect and be in force immediately upon its passage and approval of the Mayor. Otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

PASSED: _____, 2016

ATTEST: _____, 2016

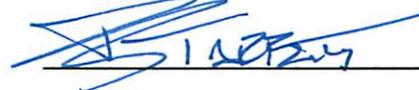
Clerk of Council

President of Council

APPROVED: _____, 2016

Mayor

THIS LEGISLATION APPROVED AS TO FORM



Law Director's Office

Jay D. Bennett
Public Service/Community Development Director



ORDINANCE NO. 16- 04
INTRODUCED BY COUNCIL

AUTHORIZING ADVERTISING FOR BIDS
AND ENTERING INTO CONTRACT[S] FOR
THE PURCHASE OF HIGHWAY ROCK SALT
AND CALCIUM CHLORIDE WITH THE
LOWEST AND BEST BIDDER, OR THE
STATE OF OHIO PURCHASE PROGRAM

WHEREAS, it is essential to have on hand highway rock salt and calcium chloride in order to be prepared to keep the streets in a safe condition upon the advent of cold weather.

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

SECTION ONE: That the proper City official be and hereby is authorized to advertise for bids and enter into contracts with the lowest and best bidders, or State of Ohio Purchase Program for the purchase of highway rock salt and calcium chloride for the 2016-2017 winter season.

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

PASSED: _____, 2016

ATTEST: _____

Clerk of Council

President of Council

APPROVED: _____, 2016

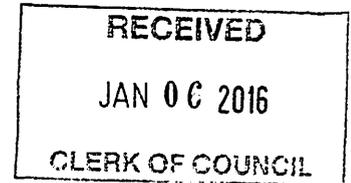
Mayor

THIS LEGISLATION APPROVED AS TO FORM



Law Director's Office

Community Development Department
Jay D. Bennett, Director



**ORDINANCE NO. 16-05
INTRODUCED BY COUNCIL**

**RE-AUTHORIZING THE PROPER CITY OFFICIAL TO ADMINISTER THE
HOUSING REVOLVING LOAN FUND, AND DECLARING AN EMERGENCY**

WHEREAS, the State of Ohio, Development Services Agency, through its Office of Community Development (“OCD”) administers the federal Community Development Block Grant (“CDBG”) Program and the HOME Investment Partnerships (HOME) Program for the State of Ohio; and

WHEREAS, the City of Zanesville has been determined to be an eligible recipient of CDBG and/or HOME funds; and

WHEREAS, the City of Zanesville has been awarded CDBG and/or HOME funds from OCD for use to finance eligible activities that may generate program income as defined within the “Agreement”; and

WHEREAS, OCD has recognized the positive impact on community development initiatives when the use of program income is locally determined; and

WHEREAS, OCD has permitted the establishment of Housing Revolving Loan Funds within local political subdivisions to meet the primary goals of: 1.) Improving the affordable housing stock and 2.) Providing for the affordable housing needs of low-and moderate-income persons of the Housing Revolving Loan Fund; and

WHEREAS, the current State of Ohio/City of Zanesville Housing Revolving Loan Fund Administration Agreement expired on December 31, 2015; and

WHEREAS, the City received the agreement from the State of Ohio on January 5, 2016 and are required to return the agreement no later than January 31, 2016, thereby requiring the passage of this ordinance as an emergency.

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

SECTION ONE: That this Council hereby authorizes the proper City official to administer the Housing Revolving Loan Fund (#300) with the existing and anticipated revenues derived from housing rehabilitation paybacks.

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

SECTION THREE: For the reasons stated in the preamble thereto, this Ordinance is hereby declared to be an emergency measure and being an emergency, provided it receives the affirmative votes of six (6) or more members of Council elected thereto, shall take effect and be in force immediately upon its passage and approval of the Mayor. Otherwise it will take effect and be in force from and after the earliest period allowed by law.

PASSED: _____, 2016

ATTEST: _____
SUSAN CULBERTSON
Clerk of Council

DANIEL M. VINCENT
President of Council

APPROVED: _____, 2016

THIS LEGISLATION APPROVED
AS TO FORM:

JEFF TILTON
MAYOR



LAW DIRECTOR'S OFFICE



Development
Services Agency

RECEIVED

JAN 05 2016

Community Development

**Community Services Division
Office of Community Development**

TO: Chief Elected Officials of Communities with Community Development Block Grant and/or HOME Housing Revolving Loan Funds

FROM: Michael A. Hiler, Deputy Chief, Office of Community Development


DATE: December 28, 2015

SUBJECT: Housing Revolving Loan Fund Administration Agreement

Revolving Loan Fund Administration Agreement

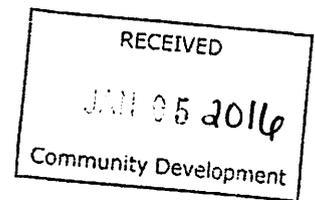
Attached to this email is a copy of the Ohio State Administered Community Development Block Grant (CDBG) Housing Revolving Loan Fund (RLF) Administration Agreement.

The purpose of the agreement is to maintain adequate program oversight and ensure that communities understand and adhere to its terms in conjunction with administering the RLF program. The agreement is effective for a three-year period, beginning on January 1, 2016. This agreement must be renewed every three years. Failure to execute this agreement may result in the state recapturing the RLF dollars.

Communities administering an Ohio State Administered CDBG and/or HOME Housing RLF must complete and execute **two** copies of the seven-page agreement and return them to OCD by January 31, 2016. **Do not modify the language in the agreement.** OCD will return a copy of the agreement with original signatures to the community.

Communities that do not currently administer an Ohio State Administered CDBG and/or HOME Housing RLF, but may receive CDBG and/or HOME Housing Program Income as a result of a recent Community Housing Impact and Preservation (CHIP) Program grant are highly recommended to complete and execute **two** copies of the seven-page agreement and return them to OCD by January 31, 2016.

Questions regarding the Housing Revolving Loan Fund Administration Agreement can be directed to Josh Roth, RLF Coordinator, at (614) 644-8773 or Joshua.Roth@development.ohio.gov.



HOUSING REVOLVING LOAN FUND ADMINISTRATION AGREEMENT

This Housing Revolving Loan Fund Administration Agreement (the "Agreement") is made and entered into by and between the State of Ohio, Development Services Agency, located at 77 South High Street, P.O. Box 1001, Columbus, Ohio 43216-1001 (the "Grantor"), and the City of Zanesville, located at 401 Market Street, Zanesville, OH 43701-3574 with F.T.I. Number: 31-6400241 (the "Grantee"), and shall be effective beginning January 1, 2016 (the "Effective Date") and terminate December 31, 2018 (the "Termination Date").

BACKGROUND INFORMATION

A. Grantor, through its Office of Community Development ("OCD"), administers the federal Community Development Block Grant ("CDBG") Program and the HOME Investment Partnerships ("HOME") Program for the State of Ohio.

B. Grantee has been determined to be an eligible recipient of CDBG and/or HOME funds and Grantee has been awarded CDBG and/or HOME funds from the Grantor for use to finance eligible activities that may generate Program Income as defined herein.

C. Grantor has recognized the positive impact on community development initiatives when the use of Program Income is locally determined. Grantor has permitted the establishment of Housing Revolving Loan Funds within local political subdivisions to meet the primary development goals of: 1) improving the affordable housing stock; and 2) providing for the affordable housing needs of low-and moderate-income persons in designated areas of the Housing Revolving Loan Fund.

D. Grantor desires to have Grantee to administer a Housing Revolving Loan Fund using the CDBG and/or Home Program Income and Grantee desires to administer a Housing Revolving Loan Fund using the CDBG and/or Home Program Income for the purposes stated above.

E. Grantee has adopted Resolution (or Ordinance) # _____ on _____, _____ (date) authorizing the execution of this Agreement.

NOW THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

STATEMENT OF THE AGREEMENT

1. **Housing Revolving Loan Fund Capitalization.** Grantee shall deposit any and all Housing Program Income into a Housing Revolving Loan Fund account held by the Grantee.

2. **Definitions.**

a.) Revolving Loan Fund ("RLF") is a separate fund established for the purpose of accounting for Program Income and of carrying out the specific activities designated in OCD's Housing Handbook and the applicable Community Housing Impact and Preservation (CHIP) Program Application Instructions, which, in turn, generate payments to the fund ("RLF Funds") for the continued use in carrying out the same activities.

b.) Housing Program Income is defined as gross income received by the recipient directly generated from the use of Ohio State Administered CDBG Program funds and/or Ohio State Administered HOME Program funds for housing activities.

3. **RLF Plan and Use of Funds.** Grantee has adopted the Local Housing Policy and Procedures Manual that has been previously submitted and approved by the Grantor. The Local Housing Policy and Procedures Manual must include the policies and procedures established by Grantor. Any changes to the Local Housing Policy and Procedures Manual must be submitted to Grantor for review and approval. Grantee shall use the Housing RLF Funds solely for the stated purposes set forth in this Agreement, OCD's Housing Handbook, the applicable CHIP Program Application Instructions, and the Local Housing Policy and Procedures Manual. All housing program income funds must be expended in compliance with all CHIP Program requirements, including those found in Grantor's Non-Participating Jurisdiction Housing Handbook and the current Ohio Consolidated Plan.

4. **Program Income Distribution for CHIP Program Partnerships.** Grantee shall distribute Housing Program Income generated by an activity partially assisted with RLF Funds contributed by multiple CHIP Program Partners in conformance with the Grantee's OCD-approved CHIP Program Partnership Agreement.

5. **Project Approvals.** Grantee shall submit to Grantor a request for approval if the proposed project does not meet the requirements of OCD's Housing Handbook, the applicable CHIP Program Application Instructions, and/or the Local Housing Policy and Procedures Manual. Grantee must receive Grantor's written approval prior to the commencement of the Grantee's local project.

6. **National Objective/Income Eligibility Requirements.** Grantee shall ensure that all projects funded as a result of this Agreement meet the applicable CDBG national objective and HOME income eligibility requirements of the provision of a housing related direct benefit for low-and-moderate income persons.

7. **Subrecipient Agreements.** Grantee shall not subgrant the Housing Program Income funds to any other local political jurisdiction or non-profit agency. Grantee may contract with a non-profit agency to administer the RLF Funds, but the funds are to remain with the Grantee. If there is a change in the designated administrative agent of the RLF Funds, it is the responsibility of the Grantee to notify OCD within fifteen (15) days of any change in status of the designated administrative agent.

8. **Accounting of RLF Funds.** CDBG RLF Funds and HOME RLF Funds shall be deposited and maintained in separate fund accounts upon the books and records of Grantee (the "Accounts"). Grantee shall keep all records of the Accounts in a manner that is consistent with generally accepted accounting principles. All disbursements from the Accounts shall be for obligations incurred in the performance of this Agreement and shall be supported by contracts, invoices, vouchers, and other data, as appropriate, evidencing the necessity of such expenditure.

9. **Reporting Requirements.** Grantee shall submit RLF Status Reports to Grantor no more than (30) days after notification of the RLF Status Report request. RLF Status Reports may include but are not limited to the following: program income; program activities; and program outcomes.

10. **Compliance with General CDBG and HOME Requirements.** Grantee shall comply with all applicable provisions of the statutes, rules, regulations and guidelines as passed by Congress or promulgated by the Secretary of the Department of Housing and Urban Development (HUD).

11. **Compliance with Environmental Requirements.** Grantee shall comply with the provisions of the National Environmental Policy Act of 1969 insofar as the provisions of such Act apply to activities undertaken with Housing Program Income and conform to OCD policies. Grantee agrees to assume responsibility for preparing Environmental Assessments and Environmental Reviews as required.

12. **Acquisition and Relocation.** Grantee shall comply with the relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and the implementation regulations set forth in 570.488 and 49 CFR Part 24 as they apply to the activities covered by this Agreement. Grantee shall comply with the process established under the Anti-Displacement and Relocation Plan.

13. **Term of the Agreement.** This Agreement shall begin on the Effective Date and shall terminate on the Termination Date, unless otherwise modified pursuant to Section 30(f) herein. At least sixty (60) days prior to the Termination Date, Grantor will determine if the Grantee continues to have the capacity to administer the Housing RLF Funds based on the performance of the Grantee and its designated administrative agent. Grantor shall promptly notify Grantee in writing of a determination questioning administrative capacity. Grantor reserves the right to determine if the State of Ohio will renew this Agreement to allow the Grantee to continue to administer the RLF, have the Grantee close out the RLF by executing a CDBG and/or HOME Closeout Agreement or recapture the RLF Funds.

14. **Records, Access and Maintenance.** Grantee shall establish and maintain for at least three (3) years from the expiration of this Agreement, all direct information and such records as are reasonably related to the administration of an RLF as set forth in OCD's Housing Handbook. Both parties further agree that records required by the Grantor with respect to any questioned costs, audit disallowances, litigation or dispute between the Grantor and the Grantee shall be maintained for the time needed for the resolution of said question and that in the event of early termination of this Agreement as provided in Section 21 of this Agreement, or if for any other reason the Grantor shall require a review of the records related to the RLF Funds, the Grantee shall, at its own cost and expense, segregate all such records related to the Housing RLF Funds from its other records of operation.

15. **Inspections.** At any time during normal business hours upon three days prior written notice and as often as Grantor may deem necessary and in such a manner as not to interfere unreasonably with the normal business operations, Grantee shall make available to Grantor and its agents, appropriate state agencies or officials, HUD officials and the U.S. Government Accountability Office (GAO) for examination, all of its records with respect to matters covered by this Agreement including, but not limited to, records of personnel and conditions of employment and shall permit Grantor to audit, examine and make excerpts or transcripts from such records.

16. **Audits.** The Grant Funds shall be audited according to the requirements of 2 CFR 200. In addition, Grantee must follow the guidelines provided in the OCD Financial Management Rules and Regulations Handbook. The Grantee shall submit to the Federal Audit Clearinghouse (FAC) and make available for public inspection a copy of the single audit, data collection form, and reporting package as described in 2 CFR 200 within the earlier of 30 days after receipt of the auditor's report(s) or nine months after the end of the audit period. No later than seven (7) days following submission to the FAC, the Grantee must notify ODSA at singleaudit@development.ohio.gov that the single audit was submitted to the FAC. A copy of the audit report may be attached, but is not required.

17. **Equal Employment Opportunity.** Grantee will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, age, military status, or ancestry. Grantee will take affirmative action to ensure that applicants are considered for employment and that employees are treated during employment, without regard to their race, religion, color, sex, national origin, disability, age, military status, or ancestry. Grantee will, in all solicitations or advertisements for employees placed by or on behalf of Grantee, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, disability, age, military status or ancestry. Grantee will incorporate the requirements of this paragraph in all of its respective contracts for any of the work for which the RLF Funds are expended (other than subcontracts for standard commercial supplies or raw materials), and Grantee will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.

18. **Prevailing Wage Rates and Labor Standards.** In the commission of any Project(s) wherein federal funds are used to finance construction work as defined in the Code of Federal Regulations (CFR) Title 29, Part 5 to the extent that such activity is subject to the Davis-Bacon Act (40 United States Code (U.S.C.) 3141 to 3148, as amended), all laborers and mechanics employed by contractors or subcontractors on any such construction work assisted under this Agreement shall be paid the wages that have been determined by the U.S. Secretary of Labor to be the wages prevailing for the corresponding classes of laborers and mechanics employed on project(s) of a character similar to the contract work in the civil subdivision of the state wherein the work is to be performed. In addition, all laborers and mechanics employed by contractors or subcontractors on such construction work assisted under this Agreement shall be paid overtime compensation in accordance with the provisions of the Contract Work Hours and Safety Standards Act, 40 U.S.C. 3701 to 3708. Furthermore, Grantee shall require that all contractors and subcontractors shall comply with all regulations issued pursuant to these acts and with other applicable federal and state laws and regulations.

In the event that the construction work to be undertaken does not lie within the purview of the Davis-Bacon Act, and neither the federal government nor any of its agencies prescribes predetermined minimum wages to be paid to mechanics and laborers to be employed in the construction work to be assisted by this Project(s), Grantee will comply with the provisions of Ohio Revised Code (ORC) Sections 4115.03 to 4115.16, inclusive, as applicable, with respect to the payment of all mechanics and laborers employed in such construction work.

19. **Use of Federal Grant Funds.** Grantee acknowledges that this Agreement involves the use of federal funds and as such, is subject to audit by the agency of the United States Government granting the funds to Grantor for the purposes of performing the work and activities as listed in the Grantee's RLF project report forms and in conformance with OCD's Revolving Loan Fund Policies and Procedures Manual, OCD's Housing Handbook, and the Local Housing Policy and Procedures Manual. Grantee shall fully indemnify Grantor for any cost of Grantee which is disallowed by said federal agency and which must be refunded thereto by Grantor.

20. **Property and Equipment Purchases.** All items purchased by Grantee are and shall remain the property of Grantee, except if Grantor exercises its right to terminate this Agreement pursuant to paragraph 22, in which case all property and equipment purchased by Grantee with any Grant Funds herein awarded shall revert to Grantor. Grantee shall provide for the security and safekeeping of all items obtained through this Agreement.

21. **Termination.**

- a. Grantor may immediately terminate this Agreement by giving reasonable written notice of termination to Grantee for any of the following occurrences:
 - i. Failure of Grantee to fulfill in a timely and proper manner any of its obligations under this Agreement.
 - ii. Failure of Grantee to submit any report required by this Agreement that is complete and accurate.
 - iii. Failure of Grantee to use the Grant Funds for the stated purposes in this Agreement.
 - iv. Cancellation of the grant of funds from HUD.
- b. **Early Termination:** Grantor may also terminate this Agreement if Grantee (i) defaults under another Agreement between the Grantor and/or the Tax Credit Authority and Grantee and/or the Clean Ohio Council, (ii) admits Grantee's inability to pay its debts as such debts become due, (iii) Grantee commences a voluntary bankruptcy, (iv) an involuntary bankruptcy action occurs against Grantee which remains undismissed or unstayed for 60 days, (v) Grantee fails to meet the minimum funding requirements under the Employee Retirement Income Security Act or other such employee benefits plan, or (vi) Grantor has reason to believe Grantee has ceased operations at the Project location. The events permitting early termination by Grantor shall be considered a default by Grantee and subject to the Effects of Termination under Section 18 of this Agreement.
- c. Grantor reserves the right to suspend the administration of the RLF at any time for failure of the Grantee or its designated administrative agent to administer the local RLF in compliance with the OCD's Housing Policies and Procedures Manual which is not attached but incorporated herein by reference. Throughout this Agreement, Grantee and any designated administrative agent must continue to demonstrate administrative capacity in the administration of the RLF. Failure to accurately report on the RLF Funds could result in Grantor placing the RLF Funds on hold or recapturing the RLF Funds. Grantor also reserves the right to request the RLF Funds be returned to the State of Ohio upon failure to comply with the OCD RLF Policies and Procedures Manual.

22. Effects of Termination. Within 60 days after termination of this Agreement, Grantee shall surrender all reports, documents, and other materials assembled and prepared pursuant to this Agreement, which shall become the property of Grantor, unless otherwise directed by Grantor. After receiving written notice of termination, Grantee shall incur no new obligations and shall cancel as many outstanding obligations as possible. Upon compliance with this Section, Grantee shall receive compensation for all activities satisfactorily performed prior to the effective date of termination.

23. Forbearance Not a Waiver. No act of forbearance or failure to insist on the prompt performance by Grantee of its obligations under this Agreement, either express or implied, shall be construed as a waiver by Grantor of any of its rights hereunder.

24. Conflict of Interest. No personnel of Grantee, contractor of Grantee or personnel of any such contractor, and no public official who exercises any functions or responsibilities in connection with the review or approval of any work completed under this Agreement, shall, prior to the completion of such work, voluntarily or involuntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge or fulfillment of his or her functions or responsibilities with respect to the completion of the work contemplated under this Agreement. Grantee shall immediately disclose in writing to Grantor any such person who, prior to or after the execution of this Agreement, acquires any personal interest, voluntarily or involuntarily. Grantee shall cause any such person who, prior to or after the execution of this Agreement, acquires any personal interest, voluntarily or involuntarily, to immediately disclose such interest to Grantor in writing. Thereafter, such person shall not participate in any action affecting the work under this Agreement unless Grantor determines that, in light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.

25. Liability. Unless Grantee is an Ohio political sub-division and can prove to Grantor that it is self-insured, Grantee shall maintain liability and property insurance to cover actionable legal claims for liability or loss which are the result of injury to or death of any person, damage to property (including property of Grantor) caused by the negligent acts or omissions, or negligent conduct of Grantee, to the extent permitted by law, in connection with the activities of this Agreement. Furthermore, each party to this Agreement agrees to be liable for the negligent acts or negligent omissions by or through itself, its employees, agents and subcontractors. Each party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent acts or omissions, and nothing in this Agreement shall impute or transfer any such liability from one to the other.

26. Adherence to State and Federal Laws, Regulations.

a. **General.** Grantee shall comply with all applicable federal, state and local laws in the performance of Grantee's obligations under this Agreement, the completion of the Project and the operation of the Project as long as Grantee has any obligation to Grantor under this Agreement. Without limiting the generality of such obligation, Grantee shall pay or cause to be paid all unemployment compensation, insurance premiums, workers' compensation premiums, income tax withholding, social security withhold, and any and all other taxes or payroll deductions required for all employees engaged by Grantee in connection with the Project, and Grantee shall comply with all applicable environmental, zoning, planning and building laws and regulations.

b. **Ethics.** Grantee, by its signature on this document, certifies: (1) it has reviewed and understands the Ohio ethics and conflicts of interest laws including, without limitation, ORC Section 102.01 et seq., Sections 2921.01, 2921.42, 2921.421, 2921.43, and 3517.13(I) and (J), and (2) will take no action inconsistent with those laws, as any of them may be amended or supplemented from time to time. Grantee understands that failure to comply with the Ohio ethics and conflict of interest laws, is in itself, grounds for termination of this Agreement and the grant of funds made pursuant to this Agreement and may result in the loss of other contracts or grants with the State of Ohio.

27. Outstanding Liabilities. Grantee represents and warrants that it does not owe: (1) any delinquent taxes to the State of Ohio (the "State") or a political subdivision of the State; (2) any amount to the State or a state agency for the administration or enforcement of any environmental laws of the State; and (3) any other amount to the State, a state agency or a political subdivision of the State that are past due, whether or not the amounts owed are being contested in a court of law.

28. Falsification of Information. Grantee affirmatively covenants that it has made no false statements to Grantor in the process of obtaining this award of the Grant Funds. If Grantee has knowingly made a false statement to Grantor to obtain this award of the Grant Funds, Grantee shall be required to return all the Grant Funds immediately pursuant to ORC Section 9.66(C) (2) and shall be ineligible for any future economic development assistance from the State, any state agency or a political subdivision pursuant to ORC Section 9.66(C) (1). Any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to ORC 2921.13(F)(1), which is punishable by a fine of not more than \$1,000 and/or a term of imprisonment of not more than one hundred eighty (180) days.

29. Public Records. Grantee acknowledges that this Agreement and other records in the possession or control of Grantor regarding the Project are public records under ORC Section 149.43 and are open to public inspection unless a legal exemption applies.

30. Miscellaneous.

a. **Governing Law.** This Agreement shall be governed by the laws of the State of Ohio as to all matters, including but not limited to matters of validity, construction, effect and performance.

- b. Forum and Venue. Grantee irrevocably submits to the non-exclusive jurisdiction of any federal or state court sitting in Columbus, Ohio, in any action or proceeding arising out of or related to this Agreement, Grantee agrees that all claims in respect of such action or proceeding may be heard and determined in any such court, and Grantee irrevocably waives any objection it may now or hereafter have as to the venue of any such action or proceeding brought in such court or that such court is an inconvenient forum. Nothing in this Agreement shall limit the right of Grantor to bring any action or proceedings against Grantee in the courts of any other jurisdiction. Any actions or proceedings by Grantee against Grantor or the State of Ohio involving, directly or indirectly, any matter in any way arising out of or related to this Agreement shall be brought only in a court in Columbus, Ohio.
- c. Entire Agreement. This Agreement, including its exhibits and documents incorporated into it by reference, constitutes the entire agreement and understanding of the parties with respect to its subject matter. Any prior written or verbal agreement, understanding or representation between parties or any of their respective officers, agents, or employees is superseded and no such prior agreement, understanding or representation shall be deemed to affect or modify any of the terms or conditions of this Agreement.
- d. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.
- e. Notices. All notices, consents, demands, requests and other communications which may or are required to be given hereunder shall be in writing and shall be deemed duly given if personally delivered or sent by United States mail, registered or certified, return receipt requested, postage prepaid, to the addresses set forth hereunder or to such other address as the other party hereto may designate in written notice transmitted in accordance with this provision.
- i. In the case of Grantor, to:
- Ohio Development Services Agency
Office of Community Development
77 South High Street, P.O. Box 1001
Columbus, Ohio 43216-1001
Attention: Deputy Chief
- ii. In the case of Grantee, to:
- City of Zanesville
401 Market Street
Zanesville, OH 43701-3574
Attention: Mayor
- f. Amendments or Modifications. Either party may at any time during the term of this Agreement request amendments or modifications, as described in the applicable State of Ohio Consolidated Submission. Requests for amendment or modification of this Agreement shall be in writing and shall specify the requested changes and the justification of such changes. The parties shall review the request for modification in terms of the regulations and goals relating to the Project(s). Should the parties consent to modification of this Agreement, then an amendment shall be drawn, approved, and executed in the same manner as the original agreement.
- g. Pronouns. The use of any gender pronoun shall be deemed to include all the other genders, and the use of any singular noun or verb shall be deemed to include the plural, and vice versa, whenever the context so requires.
- h. Headings. Section headings contained in this Agreement are inserted for convenience only and shall not be deemed to be a part of this Agreement.
- i. Assignment. Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned, subcontracted or subgranted by Grantee without the prior express written consent of Grantor.
- j. Permissible Expenses. If "travel expenses," as defined in Ohio Administrative Code Section 126-1-02 (the "Expense Rule"), are a cost of the Project eligible for reimbursement with Grant Funds, Grantee shall be reimbursed accordingly. Grantee agrees that it shall not be reimbursed and Grantor shall not pay any items that are deemed to be "non-reimbursable travel expenses" under the Expense Rule, whether purchased by the Grantee or Grantor or their respective employees or agents.
- k. Binding Effect. Each and all of the terms and conditions of this Agreement shall extend to and bind and inure to the benefit of Grantee, its successors and permitted assigns.

- Survival.** Any provision of this Agreement which, by its nature, is intended to survive the expiration or other termination of this Agreement, including, without limitation, any indemnification obligation, shall so survive and shall benefit the parties and their respective successors and permitted assigns.
- Counterparts: PDF Accepted.** This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Copies of signatures sent by facsimile transmission or provided electronically in portable document format ("PDF") shall be deemed to be originals for purposes of execution and proof of this Agreement

Signature: Each of the parties has caused this Housing Revolving Loan Fund Administration Agreement to be executed by its authorized representatives as of the dates set forth below, their respective signatures effective as of the Effective Date:

GRANTEE:

GRANTOR:

City of Zanesville

**State of Ohio
Development Services Agency**

David Goodman, Director

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Department of Public Service
Jay D. Bennett, Director

RECEIVED
JAN 06 2016
CLERK OF COUNCIL

ORDINANCE NO. 16-06
INTRODUCED BY COUNCIL

AN ORDINANCE AUTHORIZING THE PROPER CITY OFFICIAL TO ENTER INTO A PROFESSIONAL CONTRACT FOR PROVIDING PORTABLE TOILETS IN VARIOUS CITY PARKS, AND DECLARING AN EMERGENCY.

WHEREAS, the Ohio Revised Code Section 731.48 provides that the legislative authority of a Municipal Corporation shall not enter into a contract which is not to go into full operation during the term for which all the members of such legislative authority are elected; and

WHEREAS, the Zanesville City Council authorized the City of Zanesville to enter into contract for portable toilets, which did not go into full operation during the term of said council members; and

WHEREAS, the failure of this ordinance to become effective prior to thirty (30) days after passage will create an emergency in the daily operation of municipal departments.

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

SECTION ONE: That the Ordinance below is hereby ratified and the proper city official is hereby authorized to enter into the contract called for in the following ordinance:

ORDINANCE NO. 15-109 AUTHORIZING ADVERTISING FOR BIDS AND ENTER INTO A PROFESSIONAL CONTRACT FOR PROVIDING PORTABLE TOILETS IN VARIOUS CITY PARKS.

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

PASSED: _____, 2016

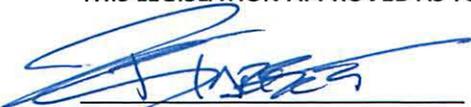
ATTEST: _____
SUSAN CULBERTSON,
Clerk of Council

DANIEL M. VINCENT
President of Council

APPROVED: _____, 2016

JEFF TILTON,
Mayor

THIS LEGISLATION APPROVED AS TO FORM



LAW DIRECTOR'S OFFICE

ORDINANCE NO. 15-134
INTRODUCED BY COUNCIL

AN ORDINANCE AUTHORIZING THE DIRECTOR OF COMMUNITY DEVELOPMENT TO ENTER INTO A TAX INCREMENT SERVICE PAYMENT AGREEMENT WITH ARS PROPERTY ACQUISITIONS 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 15-100.

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 Tax Increment Service Payment Agreement (herein referred to as "The 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 Agreement" specifies that "ARS" shall make payments in lieu of taxes as long as the property is exempt from real property taxation; that "ARS" 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

JEFF TILTON,
Mayor

THIS LEGISLATION APPROVED AS TO FORM



LAW DIRECTOR'S OFFICE

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 ARS Property Acquisitions, an Ohio limited liability company (hereinafter referred to as the "Developer"), under the following circumstances:

A. The Developer intends to develop or redevelop a certain parcel of real property located within the boundaries of the City, described in Exhibit A attached hereto and made a part hereof (the "Site") as a commercial restaurant facility (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

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

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

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

ADDRESS: 221 Luck Ave

TELEPHONE : 740 588-1837

EMAIL (OPTIONAL) : _____

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

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

Self Assessment 2015

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

1/5/16
DATE