

**City Council meeting
Agenda of business
March 28, 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 Tilton – Board of Zoning Appeals – The Mayor is recommending the appointment of Mr. Mark Douglas to the Board of Zoning Appeals. Mark will be filling the unexpired term of Mr. David Hillis. His term will end on December 31, 2017. The Mayor extends a sincere thank you to Mr. Hillis for his time with the Board of Zoning Appeals.

D. Proposed ordinances

2. Ordinance No. 16-36 – Introduced by Council – An Ordinance reauthorizing the proper city official to advertise for bids for the construction of the East Apron Rehabilitation Project and declaring an emergency. (Emergency or First Reading)
3. Ordinance No. 16-37 – Introduced by Council – An Ordinance authorizing the proper city official to enter into a professional contract with Crawford, Murphy & Tilly, Inc. Consulting Engineers (CMT), for the design & bid, as well as the construction oversight, of the Airport Security Fence Installation Project. (First Reading)
4. Ordinance No. 16-38 – Introduced by Council – An Ordinance authorizing the proper city official to advertise for bids and enter into a contract with the lowest and best bid for the construction of the Crosswind Runway Improvement Project and declaring an emergency. (Emergency or First Reading)

5. Ordinance No. 16-39 – Introduced by Council – An Ordinance authorizing the proper city official to enter into an agreement with Leathers & Associates for the design and construction of the Kidzville Replacement Project, and declaring an emergency. (Emergency or First Reading)
6. Ordinance No. 16-40 – Introduced by Council – An Ordinance authorizing the proper city official to advertise for bids and enter into a contract for cleaning of the primary anaerobic digester at the Wastewater Treatment Plant, and declaring an emergency. (Emergency or First Reading)

E. Ordinances for action

7. Ordinance No. 16-26 – Introduced by Council – An Ordinance amending Ordinance No. 00-16, which adopted a Classification Plan for City Employees; amending Ordinance 13-15 (Amended), which authorized a maximum schedule of positions; and amending Ordinance 13-16 (Amended), which established pay, benefits and employment policies for unaffiliated employees. (Second Reading)
8. Ordinance No. 16-27 – Introduced by Council – An Ordinance establishing the annual salary and benefits for the Public Safety Director of the City of Zanesville. (Second Reading)
9. Ordinance No. 16-29 – Introduced by Council - An Ordinance authorizing the proper city official to provide funds to the Ohio Flags of Honor Foundation as a donation for the presentation of the Ohio Flags of Honor in Zane’s Landing Park. (Second Reading)
10. Ordinance No. 16-30 - Introduced by Council – An Ordinance authorizing the proper city official to apply for an OPWC (Ohio Public Works Commission) Grant and Zero Interest Loan and execute contracts in connection with the Round 31 State Issue 1 Program if approved. (Second Reading)
11. Ordinance No. 16-34 – Introduced by Council – An Ordinance establishing sanitary sewer rates. (Second Reading)
12. Ordinance No. 16-35 – Introduced by Council – An Ordinance to amend and revise the Zoning Map and make permanent zoning in the City of Zanesville, Ohio as herein provided. (Second Reading)
13. Ordinance No. 16-24 – Introduced by Council – An Ordinance providing appropriations for use during the Fiscal Year 2016, and declaring an emergency. (Emergency or 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, OH 43701 speaking on Mass Imprisonment vs. ZPD candidates.

PUBLIC HEARING

A Public Hearing was held at 6:30 p.m., Monday, March 14, 2016 in the City of Zanesville's Council Chambers, 401 Market Street, Zanesville, Ohio hearing a request by Russo Real Property, Ltd. to rezone parcel numbers 85-31-02-19-000 & 85-31-02-18-000, also known as lot 35 and part of lot 36 of the Richland Place Subdivision, located on Cambridge Avenue from RM-1 (Low-Density Multi-Family Residential) to C-4 (Highway Commercial). Pat Denbow, Zoning Administrator, explained the purpose of the request. All testimony in favor was heard and no one present spoke against the request. The hearing concluded at 6:45 p.m.

CITY COUNCIL MEETING – MONDAY, MARCH 14, 2016

The Council of the City of Zanesville met in regular session at 7:00 p.m. on Monday, March 14, 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: Mr. Wolfe, Mr. Roberts, Mr. Baker, Mrs. Norman, Miss Bradshaw, Ms. Gildow, Mrs. Osborn, and Mr. Vincent.

Mrs. Gentry and Mr. Foreman were absent.

Mr. Roberts moved to excuse the absence of Mrs. Gentry and Mr. Foreman. Mr. Wolfe seconded the motion.

A voice vote was taken with all present in favor of excusing Mrs. Gentry and Mr. Foreman.

Motion approved. Mrs. Gentry and Mr. Foreman stand excused.

APPROVAL OF MINUTES

Mr. Roberts moved to accept the minutes of February 22, 2016 as printed, seconded by Mrs. Osborn.

Mr. Vincent: Is there any discussion or revisions? Hearing none, all in favor of approving the minutes of February 22, 2016 signify by saying aye.

There were no changes or corrections. Motion carried. Minutes stand approved.
Mrs. Gentry and Mr. Foreman were absent.

COMMUNICATIONS, REPORTS, AND RESOLUTIONS

Communication from Mayor Jeff Tilton– Zanesville-Muskingum County General Health Board – The Mayor is hereby recommending the appointment of Dr. John Hibler to the Zanesville-Muskingum County General Health Board. Dr. Hibler will be replacing Dr.

Thomas Ruggles whose term expires on March 31, 2016. Dr. Hibler's term will begin April 1, 2016 and end on March 31, 2022. The Mayor would like to thank Dr. Ruggles for his many years of service on this Board.

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

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

All present were in favor. None were opposed. Mrs. Gentry and Mr. Foreman were absent.

Motion carries.

Communication from Jay Bennett, Public Service Director on City Water Policies/Rate Revisions - The Ohio Revised Code 743.02 provides that the director of public service may make such bylaws and regulations as he deems necessary and Ohio Revised Code 743.04 (A) provides for assessment and collection of water rents per the director of public service.

Ms. Gildow moved to receive, seconded by Mr. Wolfe.

Mr. Vincent: Is there any discussion? Mr. Bennett, is there anything you would like to add? I know we had extensive meetings and you gave good explanation to all of Council, but is there anything you want to share with the public?

Mr. Bennett: I think as discussed with Council in several workshops that the staff did an excellent job over the last couple of years of looking to maximize efficiencies. So much that in the middle of the night when our water need drops significantly, for reasons you can understand, we have been turning off pumps to save electricity. We looked at efficiencies and we did not replace staff members. We looked at combining initiatives. With the loss of revenue from Muskingum County's decision to not buy wholesale water from the City that became where we had a \$500,000 hole in our budget that we are still looking for opportunities to explore filling that void. We will continue to do so. We are having discussion with the Commissioners now on those issues. But with the need to do infrastructure work like Linden Avenue beginning on Wednesday to try to eliminate a six inch main that has continually given the City problems and needs to be fixed prior to the paving of Linden Avenue later this spring. We need to prepare for the replacement of Putnam Hill Water Tank which EPA is waiting for us to do. It is those investments, and continued investments in efficiencies and investment in trying to decrease water loss out of our ancient system that we felt we had no choice but to go ahead and increase the rates. When you look at the profile of the City's users and you look at the one hundred cubic feet per month to six hundred cubic feet is over 8,000 customers of our 11,000. It became apparent that in order to raise enough money to pay for those investments that we had to go ahead and increase the base rate.

Mr. Vincent: Thank you, Mr. Bennett. I know with each of those repairs, its long term, you don't replace a water tank and do some of these major repairs quickly. You need to stay ahead, before they become an emergency and a crisis. Is there anything else from Council? All in favor of this motion signify by saying aye.

All present were in favor. None were opposed. Mrs. Gentry and Mr. Foreman were absent.

Motion carries.

PROPOSED ORDINANCES

Ordinance No. 16-26 - Introduced by Council – An Ordinance amending Ordinance No. 00-16, which adopted a Classification Plan for City Employees; amending Ordinance 13-15 (Amended), which authorized a maximum schedule of positions; and amending Ordinance 13-16 (Amended), which established pay, benefits and employment policies for unaffiliated employees.

Mr. Vincent: We are at first reading.

Mr. Roberts moved for first reading, seconded by Ms. Gildow.

Mr. Vincent: Is there any discussion? With that Mrs. Heskett, is the position vacant now? Is there a need to get this position filled to replace?

Ms. Heskett: No as a matter of fact we want this to go three readings because we have an employee in a current position who will be retiring and if we pass it too soon we will abolish his position. So, we want it to go three readings.

Mr. Vincent: So we are on target then.

Mr. Heskett: We are on target.

Mr. Vincent: Good planning then. Is there anything else from Council? With that we are at first reading so all in favor of first reading signify by saying aye.

All present were in favor. None were opposed. Mrs. Gentry and Mr. Foreman were absent.

Motion carries.

Ordinance No. 16-27 - Introduced by Council – An Ordinance establishing the annual salary and benefits for the Public Safety Director of the City of Zanesville.

Mr. Vincent: We are at first reading.

Mr. Roberts moved for first reading, seconded by Ms. Gildow.

Mr. Vincent: Is there any discussion?

Mrs. Osborn: I don't know if I should ask the Law Director or Mrs. Heskett this question but I noticed it said the position shall not accrue vacation or sick leave time. Is that typical?

Ms. Heskett: Yes, that is typical for all of our salary positions.

Mrs. Osborn: Okay. Thank you.

Mr. Vincent: Is there anything else from Council? We are at first reading so all in favor of first reading signify by saying aye.

All present were in favor. None were opposed. Mrs. Gentry and Mr. Foreman were absent.

Motion carries.

Ordinance No. 16-28 - Introduced by Council – An Ordinance approving a Labor Agreement with Zanesville Professional Fire Officers' Association, Employee Organization and declaring an emergency.

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

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

Roll call vote for waiving of the readings.

7 Ayes

0 Nays

2 Absent Mrs. Gentry and Mr. Foreman

Motion carries.

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

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

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

Roll call vote for passage.

7 Ayes

0 Nays

2 Absent Mrs. Gentry and Mr. Foreman

Motion carries. Ordinance is passed.

Ordinance No. 16-29 - Introduced by Council – An Ordinance authorizing the proper city official to provide funds to the Ohio Flags of Honor Foundation as a donation for the presentation of the Ohio Flags of Honor in Zane's Landing Park.

Mr. Vincent: We are at first reading.

Mr. Wolfe moved for first reading, seconded by Mr. Baker.

Mr. Vincent: Is there any discussion?

Private Petition: Mr. Eric Jones, 221 Luck Avenue, Zanesville, OH 43701 speaking out against this Ordinance.

Mr. Eric Jones stated this is going to be counter intuitive argument. He said he really doesn't have anything against the flag. Mr. Jones has a problem because he believes we are down to one citizen, him. How does he know we are down to one citizen? The government of Zanesville says you only have invitees. Mr. Jones feels you are not a citizen when you come here. He can say that in different ways and he is not going to try to prove it. All he said you have to do is read Roberts Rules of Order and the Federalist Papers and you will come to the same conclusion. He said they are not that hard of a read and through the logical progression you will get it. Now not being citizens you shouldn't pledge. You shouldn't sing the Star Spangled Banner for that matter. Who are you actually singing to if you are not a citizen? Again he comes back to Ordinance 15-44 and that you are residents. You are invitees. So that is another answer to your question. The public will ask Mr. Jones questions like what difference does it make whether we reside in a democracy or a tyranny? That is one of the answers he gives is because you shouldn't do the pledge or you shouldn't do the anthem. He is not against the flag, but he is against Council for not having the citizens in the City of Zanesville.

Mr. Vincent: Thank you, Mr. Jones. Is there anything else from Council? We are at first reading so all in favor of first reading signify by saying aye.

All present were in favor. None were opposed. Mrs. Gentry and Mr. Foreman were absent.

Motion carries.

Ordinance No. 16-30 - Introduced by Council – An Ordinance authorizing the proper city official to apply for an OPWC (Ohio Public Works Commission) Grant and Zero Interest Loan and execute contracts in connection with the Round 31 State Issue 1 Program if approved.

Mr. Vincent: We are at first reading.

Mrs. Osborn moved for first reading, seconded by Mr. Roberts.

Mr. Vincent: Is there any discussion?

Ms. Gildow: Does this need to be passed as an emergency?

Mr. Bennett: No, we are in great shape.

Ms. Gildow: Okay.

Mr. Vincent: Is there anything else from Council? Okay, we are at first reading so all in favor of first reading signify by saying aye.

All present were in favor. None were opposed. Mrs. Gentry and Mr. Foreman were absent.

Motion carries.

Ordinance No. 16-31 - Introduced by Council – An Ordinance relating to a Property License Agreement with the Ohio Department of Natural Resources; authorizing the Director of Public Service to execute the agreement for improvements for a recreational trail, and declaring an emergency.

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

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

Roll call vote for waiving of the readings.

7 Ayes

0 Nays

2 Absent Mrs. Gentry and Mr. Foreman

Motion carries.

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

Ms. Gildow moved for passage, seconded by Mrs. Norman.

Mr. Vincent: Is there any discussion?

Mr. Bennett stated he would like to provide a little background information and to remind Council and the public that specifically this is the trail from the Canal Park off of the foot of the Y-Bridge at the downtown exit owned by Ohio Department of Natural Resources (ODNR). The Zanesville Rotary Club worked several months to look at this project and they made a grand announcement last year on their park improvements and ultimately a trail part of that going out of the park traveling along the canal to the Sixth Street Bridge. The City saw an opportunity through an ODOT TAP (Transportation Alternatives Program) which is another piece of legislation and the Recreational Trails out of the ODNR office that is due April 1 for some trailside amenities. We approached ODNR with Rotary's understanding and consent saying we can take the lead on this part of the

project while their funds and efforts could be spent within the park to improve that. For the City it is a connection, linkage from north to south. We have been granted Natural Parks Service assistance to look at south trails which the community members are working on now. They are looking at possible routes and we will be beginning that process so when you think about coming out of Riverside Park on a trail down to Zane Landing and coming off of a public right-of-way over to the Y-Bridge, going through this canal park out on a dedicated trail up to the bridge and over the bridge to Putnam and south to the corporation limits. We envision a future where you can get north/south without actually riding on too many city streets. That is what this is. We submitted because ODNR has said they will take several months to go through their real estate organization to come up with a lease that will be substantial and in the same format. Councilperson Gildow had asked earlier today this says thirty years in the Ordinance and twenty-five in the lease. We have proposed a thirty year to ODNR because the funding source wants to see that and the commitment long term to those investments. ODNR has stated that is not a show stopper for them. We have proposed within all three of these pieces of legislation, this plus the next two, are a substantial grant investment with some match that the City would need to contribute, but long term a source of funding that Council took action on creating a TIF District on the southern part of the downtown that will bring revenue back into the City coffers for thirty years that we would propose to take a piece of that money and put it in one of our funds to make sure these improvements, if Council authorizes and the granting agencies award, that there will be money for future directors and staff to take care of those investments long term. On this particular Ordinance 16-31 authorizes us to execute if we are awarded a grant later this year, only if we are taking interest into ODNR property and substantially the same format that is attached. That would be a dollar lease to make improvements through grant funds on those properties.

Mr. Vincent: Thank you, Mr. Bennett. Is there anything else from Council? I guess I do have one question about performing maintenance on the property. I think I read someplace where ODNR would continue to do the mowing and care.

Mr. Bennett: Right.

Mr. Vincent: We would just be performing maintenance on the improvements that we put in, I know we are challenged with our parks and our crews, when we get some heavy rains and some delays, it is hard to keep up with all of the parks and mowing.

Mr. Bennett: That was one of the things that attracted me to the agreement.

Mr. Vincent: No additional mowing! Thank you. Is there anything else from Council? Okay, we will have roll call vote for passage.

Roll call vote for passage.

7 Ayes

0 Nays

2 Absent Mrs. Gentry and Mr. Foreman

Motion carries. Ordinance is passed.

Ordinance No. 16-32 - Introduced by Council – An Ordinance authorizing the proper city official to pursue grant funding through the Recreational Trails Fund for development of the Canal Park Trail and amenities located between the Y-Bridge and the Sixth Street Bridge, and declaring an emergency.

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

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

Roll call vote for waiving of the readings.

7 Ayes

0 Nays

2 Absent Mrs. Gentry and Mr. Foreman

Motion carries.

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

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

Mr. Vincent: Is there any discussion?

Mr. Wolfe: This would be what you just referred to in the previous. This is the Ordinance for the granting? The first one was the lease and this is now the grant.

Mr. Bennett: This is one of the granting. Correct. This is the Recreational Trails. So this would be for some of the aesthetic features. The ODOT grant which is the next one, 16-33, is for the formalized paving. So the ODOT grant is for paving and Recreational Trails is for some of the grant trail side amenities.

Mr. Wolfe: Thank you.

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

Roll call vote for passage.

7 Ayes

0 Nays

2 Absent Mrs. Gentry and Mr. Foreman

Motion carries. Ordinance is passed.

Ordinance No. 16-33 - Introduced by Council – An Ordinance authorizing the proper city official to pursue grant funding through the Ohio Department of Transportation

Alternatives Program for the development of the Rotary Centennial Trail located between the Y-Bridge and the Sixth Street Bridge, and declaring an emergency.

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 for waiving of the readings.

7 Ayes

0 Nays

2 Absent Mrs. Gentry and Mr. Foreman

Motion carries.

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

Ms. Gildow moved for passage, seconded by Mrs. Norman.

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

Roll call vote for passage.

7 Ayes

0 Nays

2 Absent Mrs. Gentry and Mr. Foreman

Motion carries. Ordinance is passed.

Mr. Vincent: With that Mr. Bennett I would like to thank you and all of your staff for the tremendous amount of work that went into this. Thank you.

Mr. Bennett did a call out to the Rotary staff and the Rotary members for their leadership for looking at this. He thanked Mike Snode, who was appointed as Chair of this Centennial Project Committee, for his work. When we saw these grants were available we did a reach out to Mid-Eastern Ohio Government Association (OMEGA) staff. We are members of that organization and they offer technical assistance and grant writing assistance so they are doing the bulk of the work on filing this grant for us. Great partnerships.

Mr. Vincent thanked Mr. Bennett and said he appreciated Mr. Bennett calling out those people to thank them. It is a tremendous amount of work and the Rotary has been very beneficial to our community for many, many years. We do appreciate them. Great relationships.

Ordinance No. 16-34 - Introduced by Council – An Ordinance establishing sanitary sewer rates.

Mr. Vincent: We are at first reading.

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

Mr. Vincent: Is there any discussion?

Mr. Roberts stated this did go to the Public Service Committee. This was discussed at length in the Public Service Committee and these are the recommendation that came out of that committee.

Mr. Vincent: Thank you Mr. Roberts. From those meetings I know a lot of consideration was put into this for the amounts and keeping it as low as possible and still being able to achieve what needs to be done to keep us on track, to keep us operating and maybe get a little bit ahead of some of the break down stuff that we might avoid crisis maintenance and repairs. Help us be a little more pro-active in the maintenance phase. Is there anything else from Council?

Ms. Gildow: I just wanted to add that we would like to thank Jerry Ussher for the nice reports and all of the data that we could look at to help us arrive at a good feeling and decision.

Mr. Vincent: Thank you and we appreciate you saying it. It was a tremendous amount of information to consider. Nicely done. Is there anything else? We are at first reading so all in favor of first reading signify by saying aye.

All present were in favor. None were opposed. Mrs. Gentry and Mr. Foreman were absent.

Motion carries.

Ordinance No. 16-35 - Introduced by Council – An Ordinance to amend and revise the Zoning Map and make permanent zoning in the City of Zanesville, Ohio as herein provided.

Mr. Vincent: We are at first reading.

Mr. Roberts moved for first reading, seconded by Mrs. Osborn.

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

All present were in favor except Mr. Baker and he abstained. None were opposed. Mrs. Gentry and Mr. Foreman were absent.

Motion carries.

ORDINANCES FOR ACTION

Ordinance No. 16-24- Introduced by Council – An Ordinance providing appropriations for use during the Fiscal Year 2016, and declaring an emergency.

Mr. Vincent: A motion to waive or second reading.

Mr. Roberts moved for second reading, seconded by Ms. Gildow.

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

All present were in favor. None were opposed. Mrs. Gentry and Mr. Foreman were absent.

Motion carries.

Ordinance No. 16-20 A – Introduced by Council – An Ordinance authorizing a Partnership Agreement between Muskingum County and City of Zanesville for the application and administration of the PY 2016 Community Housing Impact and Preservation Program (CHIP).

Mr. Vincent: We are at third reading.

Mrs. Osborn 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.

7 Ayes

0 Nays

2 Absent Mrs. Gentry and Mr. Foreman

Motion carries. Ordinance is passed.

TRAFFIC ORDERS

None

MISCELLANEOUS AND UNFINISHED BUSINESS

Mr. Bennett had referenced earlier the water division is looking to abandon the six inch main on Linden Avenue from Park Street to Adair, basically south of McIntire to Park Street. That six inch main lies on the east side of the street or the north bound lane. That has been a huge problem for years. There is a sixteen inch main on the southbound side of the street. So beginning Wednesday morning we are going to be closing McIntire and I have a note to Sue and she will send that out. We did a public notice today. We are concerned as we are working in that side of the street as folks

travel down to Linden Avenue from McIntire they want to turn right and go to the Y-Bridge. We are going to be right in the way. We are going to close it down and detour people while we work in that section. Tomorrow we will be delivering notices to all of the businesses along Linden Avenue from that stretch to give them information on how we are doing this project. We will have flaggers out. We will work very hard to keep entrances to their businesses open during that time working with people traveling in and out. When we need to terminate water service temporarily or disconnect from the six inch line we will make sure we go in to notify them to give them some time to get ready for that termination and then come back. We are going to work very hard on communication on that part of the project for the next several days. This is a heads up in case you receive calls.

Mr. Vincent: Thank you for sharing and I appreciate it. I know it takes a lot of extra effort to make sure communication goes well to give people a heads up, but I know it will be greatly appreciated. It is inconvenient, yes, but if people can be given some advance warning and make some arrangements to work around it. It is much easier to tolerate for sure. I do appreciate it.

Mr. Bennett: The less likely hood of water bubbling up just after we pave it. It helps people feel a little bit better about that as well.

Mr. Vincent: The end results are important.

Mr. Wolfe: Mr. Bennett, did you say it was from McIntire to the Y-Bridge?

Mr. Bennett stated actually we are going to start at Park, which is just about where the interstate runs over. That is where we will take off and we will make quite a bit of progress. There is not a lot down through there, but we fully expect to be to McIntire on Wednesday afternoon.

Mr. Wolfe: Will it go all the way to the Y-Bridge?

Mr. Bennett said we are just going to close so you cannot get through coming from McIntire. We are going to detour folks because they would be turning into our work crews there on the inside lane. Then we expect to be out of there Thursday so it will be back open. We will maintain traffic thereafter.

Mr. Vincent: Then the fire and ambulance traffic will need to go on around and they cannot go the wrong direction in the one lane.

Mr. Bennett: We will work with them.

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

PRIVATE PETITIONS AND COMMUNICATIONS

Mr. Eric Jones, 221 Luck Avenue, Zanesville, OH 43701 speaking on W.A.S.P.-M & M vs Women's Duties.

Mr. Jones provided his definition as W.A.S.P. is White Anglo-Saxon Protestant and the M&M stands for males and money vs. women's duties. Mr. Jones stated in case it hasn't been noticed we have a majority of women on Council. That is historic. It never happened before. I think it is all for me to be honest with you. I think the universe is reaching down and saying Eric you have a great argument and maybe the women will listen to you because I notice the white men haven't. So why are women's duties higher? Well, the further you get away from White Anglo-Saxon Protestant males with money and Connie Norman is about as far away as you can get you have a higher duty. Why because you didn't have it at the beginning. At the beginning there was an aristocracy that came in and said we are going to take on the British. The reason they did that was because they did not like what was happening like taxation without representation. At the time women and black people were excluded. The amendment to prohibit slavery was not passed at the time because the South did not want to give up their property. Mr. Jones expressed he thinks women have a higher duty to be opposed to tyranny. He then referred to his request for the reading of two books: Roberts Rules of Order which he feels tells democracy from the bottom up vs the Federalist Papers which talks about democracy from the top down. He again encouraged people to read the books. He stated many do not know fundamental Civics. Civics has been removed from the schools and he feels people assume things that just are not true. Mr. Jones said it is a relatively easy matter for the women to get together and have a women's caucus. They can come up with an Ordinance just to return to Roberts Rules of Order as the exclusive Parliamentary authority for Zanesville City Council. He said the State of Ohio recommends that. You have to be a citizen somewhere. This is the somewhere the state wanted you to be citizens.

Mr. Vincent: Thank you, Mr. Jones. With that, is there anything else from Council? I will entertain a motion to adjourn.

Mr. Roberts moved to adjourn. It was seconded by Mr. Wolfe. A voice vote was taken and all present were in favor of adjournment. None were opposed.

Mr. Vincent: The motion carries and we stand adjourned. Thank you everyone and have a good night.

The meeting adjourned about 7:35 p.m.



Council-Mayor Government
Jeff Tilton, Mayor

THE CITY OF
Zanesville

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

RECEIVED

MAR 14 2016

CLERK OF COUNCIL

MEMORANDUM

TO: *Members of City Council*

FROM: *Mayor Jeff Tilton* JT

DATE: *March 14, 2016*

SUBJECT: *Board Appointments*

Board of Zoning Appeals

I am hereby recommending the appointment of Mr. Mark Douglas to the Board of Zoning Appeals. Mark will be filling the unexpired term of Mr. David Hillis. His term will end on December 31, 2017. I want to extend a sincere thank you to Mr. Hillis for his time with the BZA.

JT/blm

Department of Public Service
Jay D. Bennett, Director



ORDINANCE NO. 16- 36

**AN ORDINANCE REAUTHORIZING THE PROPER CITY OFFICIAL TO
ADVERTISE FOR BIDS FOR THE CONSTRUCTION OF THE EAST APRON
REHABILITATION PROJECT AND DECLARING AN EMERGENCY.**

WHEREAS, the Zanesville City Council previously authorized the City to begin the bidding process for the East Apron Rehabilitation Project through Ordinance 15-61; and

WHEREAS, bids could not be accepted during last construction season due to the contractor failing to provide proper insurance certification in a sufficient amount, therefore this ordinance needs to be reauthorized due to the change in council members at the first of this year; and

WHEREAS, in order to begin the project in a timely manner, this ordinance should be considered an emergency.

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

SECTION 1: The proper city official is hereby authorized to advertise for bids for the construction of said project.

SECTION 2: The estimated cost for the rehabilitation of the East Apron is \$111,000.00 and shall be taken from line item 615.6615.54413 with the F.A.A. paying 90% and the city's share is 10%.

SECTION 3: 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

Department of Public Service
Jay D. Bennett, Director



ORDINANCE NO. 16 - 37
INTRODUCED BY COUNCIL

AN ORDINANCE AUTHORIZING THE PROPER CITY OFFICIAL TO ENTER INTO A PROFESSIONAL CONTRACT WITH CRAWFORD, MURPHY & TILLY, INC, CONSULTING ENGINEERS (CMT), FOR THE DESIGN & BID, AS WELL AS THE CONSTRUCTION OVERSIGHT, OF THE AIRPORT SECURITY FENCE INSTALLATION PROJECT.

WHEREAS, CMT was selected through the Ohio Revised Code Section 153.71 "Request for Qualifications" (RFQ) process to provide engineering services for the Zanesville Municipal Airport; and

WHEREAS, City staff would like to begin the Airport Security Fence Installation Project and has been identified on the City's Municipal Airport capital plan; and

WHEREAS, the City submitted this project to the FAA for funding and has been approved for this project in 2016; and

WHEREAS, the administration needs to proceed with the design/bid phase, as detailed in "Attachment A" under the Standard Agreement for Professional Services document, as well as construction oversight, as detailed in "Attachment B" under the Standard Agreement for Professional Services document.

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

SECTION 1: The proper city official is hereby authorized to enter into a professional contract with CMT for design & bid, as well as construction oversight, of the Airport Security Fence Installation Project.

SECTION 2: The price for the engineering services for said project has been determined to cost \$52,000.00 and shall come from line item 615.6615.54413.

SECTION 3: This Ordinance 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

STANDARD AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT made between the City of Zanesville, OH, whose address is 401 Market Street, Zanesville, OH 43701 hereinafter called the CLIENT and Crawford, Murphy & Tilly, Inc., Consulting Engineers, 2750 West Washington Street, Springfield, Illinois 62702, hereinafter called the ENGINEER.

WITNESSETH, that whereas the CLIENT desires the following described professional engineering, land surveying or architectural services:

Professional Engineering Services for the Design and Bid Phases for the Airport Security – Fence Installation at Zanesville Municipal Airport.

NOW THEREFORE, the ENGINEER agrees to provide the above described services and the CLIENT agrees to compensate the ENGINEER for these services in the manner checked below:

- On a time and expense basis in accordance with the attached Schedule of Hourly Charges which is subject to change at the beginning of each calendar year. Reimbursable direct expenses will be invoiced at cost. Professional or Subconsultant services performed by another firm will be invoiced at cost plus ten percent.
- At the lump sum amount of \$_____.

IT IS MUTUALLY AGREED THAT, payment for services rendered shall be made monthly in accordance with invoices rendered by the ENGINEER.

IT IS FURTHER MUTUALLY AGREED:

That the cost for this work will not exceed \$34,000 without written authorization of the CLIENT and a corresponding change in the scope of services to be provided.

The CLIENT and the ENGINEER each binds himself, his partners, successors, executors, administrators and assignees to each other party hereto in respect to all the covenants and agreements herein and, except as above, neither the CLIENT nor the ENGINEER shall assign, sublet or transfer any part of his interest in this AGREEMENT without the written consent of the other party hereto. This AGREEMENT, and its construction, validity and performance, shall be governed and construed in accordance with the laws of the State of Illinois. This AGREEMENT is subject to the General Conditions attached hereto.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals this ____ day of ____, 2016.

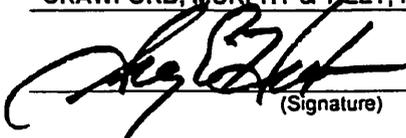
CLIENT:

ENGINEER:

CITY OF ZANESVILLE
(Client Name)

CRAWFORD, MURPHY & TILLY, INC.

(Signature)


(Signature)

Jay D. Bennett / Public Service & CD Director
(Name and Title)

Greg E. Heaton, P.E., Vice-President
(Name and Title)

CMT Job No. _____

Ordinance 16-37

STANDARD GENERAL CONDITIONS Crawford, Murphy & Tilly, Inc.

1. Standard of Care

In performing its professional services hereunder, the ENGINEER will use that degree of care and skill ordinarily exercised, under similar circumstances, by members of its profession practicing in the same or similar locality. No other warranty, express or implied, is made or intended by the ENGINEER'S undertaking herein or its performance of services hereunder.

2. Reuse of Document

All documents including Drawings and Specifications prepared by ENGINEER pursuant to this Agreement are instruments of service. They are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at CLIENT'S sole risk and without liability or legal exposure to ENGINEER; and CLIENT shall indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom.

3. Termination

This Agreement may be terminated by either party upon seven days prior written notice. In the event of termination, the ENGINEER shall be compensated by the client for all services performed up to and including the termination date, including reimbursable expenses, and for the completion of such services and records as are necessary to place the ENGINEER'S files in order and/or to protect its professional reputation.

4. Parties to the Agreement

The services to be performed by the ENGINEER under this Agreement are intended solely for the benefit of the CLIENT. Nothing contained herein shall confer any rights upon or create any duties on the part of the ENGINEER toward any person or persons not a party to this Agreement including, but not limited to any contractor, subcontractor, supplier, or the agents, officers, employees, insurers, or sureties of any of them.

5. Construction and Safety

The ENGINEER shall not be responsible for the means, methods, procedures, techniques, or sequences of construction, nor for safety on the job site, nor shall the ENGINEER be responsible for the contractor's failure to carry out the work in accordance with the contract documents.

6. Payment

Payment for services rendered shall be made monthly in accordance with invoices rendered by the ENGINEER. If payment is to be on a lump sum basis, monthly payments will be based on the portion of total services completed during the month. Invoices, or any part thereof, which are not paid within 30 days after the date of issue shall bear interest at the rate of 1-1/2% for each month or fraction thereof from the date 30 days after issue to time of payment. CLIENT will pay on demand all collection costs, legal expenses and attorneys' fees incurred or paid by ENGINEER in collecting payment, including interest, for services rendered.

7. Indemnification for Release of Pollutants

If this project does not involve pollutants, this provision will not apply. This provision may not be deleted if the project involves pollutants.

If, due to the nature of the service covered under this Agreement including the potential for damages arising out of the release of pollutants, CLIENT agrees that in the event of one or more suits or judgments against ENGINEER in favor of any person or persons, or any entity, for death or bodily injury or loss of or damage to property or for any other claimed injury or damages arising from services performed by ENGINEER, CLIENT will indemnify and hold harmless ENGINEER from and against liability to CLIENT or to any other persons or entities irrespective of Engineer's compensation and without limitation. It is understood that the total aggregate liability of ENGINEER arising from services performed by ENGINEER shall in no event exceed \$50,000 or the total compensation received under this agreement whichever is greater, no matter the number of or amount of such claims, suits, or judgments.

8. Risk Allocation – Check box if this provision does not apply.

The total liability, in the aggregate, of the ENGINEER and ENGINEER'S officers, directors, employees, agents and consultants, and any of them, to CLIENT and anyone claiming by, through or under CLIENT, for any and all injuries, claims, losses, expenses or damages arising out of the ENGINEER'S services, the project or this agreement, including but not limited to the negligence, errors, omissions, strict liability or breach of contract of ENGINEER or ENGINEER'S officers, directors, employees, agents or consultants, or any of them, shall not exceed the total compensation received by ENGINEER under this agreement, or the total amount of \$50,000, whichever is greater.

CRAWFORD, MURPHY & TILLY, INC.
STANDARD SCHEDULE OF HOURLY CHARGES
EFFECTIVE JANUARY 1, 2016

Classification	Regular Rate Per Hour	Overtime Rate Per Hour
Principal	\$ 195	\$ 195
Senior Project Engineer/Manager	\$ 185	\$ 185
Project Engineer/Manager/Architect	\$ 155	\$ 155
Senior Engineer/Architect	\$ 130	\$ 145
Senior Technical Manager	\$ 120	\$ 140
Senior Planner/GIS Specialist	\$ 110	\$ 130
Engineer/Architect	\$ 110	\$ 130
Planner/Technical Manager	\$ 80	\$ 95
Land Surveyor	\$ 130	\$ 145
Senior Technician	\$ 115	\$ 135
Technician II	\$ 95	\$ 110
Technician I	\$ 75	\$ 90
Administrative Assistant/Accountant	\$ 50	\$ 60

If the completion of services on the project assignment requires work to be performed on an overtime basis, overtime rates will apply and the fee will be adjusted to include the additional premium costs. These rates are subject to change upon reasonable and proper notice. In any event this schedule will expire and be superseded by a new schedule on or about January 1, 2017.

To the amount charged at rates shown will be added the actual cost of blueprints, supplies, transportation and subsistence and other miscellaneous job related expenses directly attributable to the performance of services. A usage charge will be made when flow monitoring, sampling or level recording equipment, nuclear density equipment, GPS equipment, robotic total station or other similar specialized equipment are used directly on assignments.

Professional or subconsultant services furnished to the Crawford, Murphy & Tilly, Inc. by another company shall be invoiced at actual cost plus ten percent.

December 2015

ATTACHMENT 1

**ZANESVILLE MUNICIPAL AIRPORT
ZANESVILLE, OHIO**

Engineering Services for Perimeter Fencing – Design Phase

SCOPE OF WORK

Engineering Design Phase Services
Location: Zanesville Municipal Airport
Owner: City of Zanesville, OH
Perimeter Fencing Improvements

The Engineer shall provide professional services to design the perimeter fencing improvements at the Zanesville Municipal Airport. See Exhibit 1 for approximate limits of proposed improvements. The Airport is pursuing apportionment funding from the FAA Airport Improvement Program.

Professional services to be provided by the Engineer shall include civil engineering services required to accomplish the following items:

Task 1

DESIGN / BIDDING DOCUMENT PREPARATION

1. The consultant shall prepare bidding documents, including plans and specifications, for the proposed fencing improvements in accordance with FAA requirements.
2. The consultant shall conduct a field investigation of the site with the necessary stakeholders (Airport and utilities). It is anticipated that a boundary survey or property records search will be required for this project and is included in this scope.
3. The consultant shall coordinate with the Airport Authority to assure all permits are obtained. The engineering fee does not include any permit application fees. The Airport shall pay any permit fees required.
4. The consultant shall perform project management duties including assistance with grant applications, funding, and pay requests with the FAA. In addition, general project oversight and management shall be completed as part of this task.

Ordinance 16-37

CRAWFORD, MURPHY & TILLY, INC.
 CONTRACT ATTACHMENT - EXHIBIT A - 2016 PROFESSIONAL SERVICES COST ESTIMATE
 CLIENT CITY OF ZANESVILLE, OHIO
 PROJECT NAME PERIMETER FENCING AT ZANESVILLE MUNICIPAL AIRPORT -- BID/CONST PHASE
 CMT JOB NO. CMT JOB NO. TBD

Prep By	BDC
DATE	12/02/15

Apprvd	PROJ PNCL
DATE	03/02/16

TASK NO.	TASKS \ CLASSIFICATIONS	PRINCIPAL	SR PROJECT ENGR MANAGER	PROJECT MANAGER ARCHITECT	SENIOR ENGINEER	SENIOR ARCHITECT	SENIOR ENGINEER	SENIOR MANAGER	ENGINEER ARCHITECT	LAND SURVEYOR	SENIOR TECHNICIAN GIS SPECIALIST	SENIOR TECHNICIAN PLANNER	TECHNICAL MGR	TECHNICIAN	TECHNICAL ASSISTANT	ADMIN ASSISTANT CLERK	LABOR ASSISTANT	MAN HOURS & LABOR SUMMARY	TOTAL
1	Bid Advertisement Document			1		8			4			2						2	17
2	Prebid Meeting/Bid Management					6												2	8
3	Bid Opening/Review			1		8			2			4						1	16
4																			
5	Construction Phase Observation			2		16						32							50
6	Construction Management					16						16						4	36
7	Shop Drawing Review			1		4						2							7
8																			
9	Project Close-Out			2		4												4	10
10																			
11																			
12																			
13																			
14																			
15																			
	TOTAL MAN HOURS			7		62			6			56						13	144
	SUBTOTAL - BASE LABOR EFFORT			\$1,295		\$8,060			\$660			\$6,440						\$715	\$17,170

TASKS (CONTINUED)	TOTAL LABOR EFFORT	DIRECT EXPENSE & REIMBURSABLES										TOTAL EXPENSE	TOTAL FEE						
		TRAVEL MILEAGE	MEALS & LODGING	PRINTING	EQUIPMENT	MISC	SURVEY MTL	SUBS	SUBS ADMIN	OTHER EXP	OTHER EXP								
1 Bid Advertisement Document	\$2,005			\$150														\$150	\$2,155
2 Prebid Meeting/Bid Management	\$890	\$75																\$75	\$965
3 Bid Opening/Review	\$1,060																		\$1,960
4																			
5 Construction Phase Observation	\$6,130	\$300																\$300	\$6,430
6 Construction Management	\$4,140																		\$4,140
7 Shop Drawing Review	\$935																		\$935
8																			
9 Project Close-Out	\$1,110																		\$1,110
10																			
11																			
12																			
13																			
14																			
15																			
TOTALS	\$17,170	\$375		\$150														\$525	\$17,695

TIME PERIOD OF PROJECT	2016	2017	2018	2019	TOTAL	EST % OF OT HRS INCLUDED ABOVE AVERAGE OVERTIME RATE PREMIUM OT ADJUSTMENT FACTOR	20%	MULTI-YEAR + OT MLTPLR & AMT 1.0000	
PERCENTAGE OF WORK TO BE PERFORMED BY YEAR	100%				100%				
WEIGHTING FACTOR FOR 5% ANNUAL ADJUSTMENT	1.0000				1.0000				
ESTIMATED CONTINGENCY									
ROUNDING									
TOTAL FEE	MATH CROSS CHECK IS OK								\$17,695

STANDARD AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT made between the City of Zanesville, OH, whose address is 401 Market Street, Zanesville, OH 43701 hereinafter called the **CLIENT** and Crawford, Murphy & Tilly, Inc., Consulting Engineers, 2750 West Washington Street, Springfield, Illinois 62702, hereinafter called the **ENGINEER**.

WITNESSETH, that whereas the **CLIENT** desires the following described professional engineering, land surveying or architectural services:

Professional Engineering Services for the Construction Phase for the Airport Security – Fence Installation at Zanesville Municipal Airport.

NOW THEREFORE, the **ENGINEER** agrees to provide the above described services and the **CLIENT** agrees to compensate the **ENGINEER** for these services in the manner checked below:

- On a time and expense basis in accordance with the attached Schedule of Hourly Charges which is subject to change at the beginning of each calendar year. Reimbursable direct expenses will be invoiced at cost. Professional or Subconsultant services performed by another firm will be invoiced at cost plus ten percent.
- At the lump sum amount of \$_____.

IT IS MUTUALLY AGREED THAT, payment for services rendered shall be made monthly in accordance with invoices rendered by the **ENGINEER**.

IT IS FURTHER MUTUALLY AGREED:

That the cost for this work will not exceed \$18,000 without written authorization of the **CLIENT** and a corresponding change in the scope of services to be provided.

The **CLIENT** and the **ENGINEER** each binds himself, his partners, successors, executors, administrators and assignees to each other party hereto in respect to all the covenants and agreements herein and, except as above, neither the **CLIENT** nor the **ENGINEER** shall assign, sublet or transfer any part of his interest in this **AGREEMENT** without the written consent of the other party hereto. This **AGREEMENT**, and its construction, validity and performance, shall be governed and construed in accordance with the laws of the State of Illinois. This **AGREEMENT** is subject to the General Conditions attached hereto.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals this ____ day of ____, 2016.

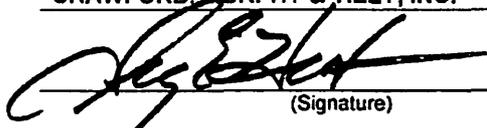
CLIENT:

ENGINEER:

CITY OF ZANESVILLE
(Client Name)

CRAWFORD, MURPHY & TILLY, INC.

(Signature)


(Signature)

Jay D. Bennett / Public Service & CD Director
(Name and Title)

Greg E. Heaton, P.E., Vice-President
(Name and Title)

CMT Job No. _____

Ordinance 16-37

STANDARD GENERAL CONDITIONS Crawford, Murphy & Tilly, Inc.

1. Standard of Care

In performing its professional services hereunder, the ENGINEER will use that degree of care and skill ordinarily exercised, under similar circumstances, by members of its profession practicing in the same or similar locality. No other warranty, express or implied, is made or intended by the ENGINEER'S undertaking herein or its performance of services hereunder.

2. Reuse of Document

All documents including Drawings and Specifications prepared by ENGINEER pursuant to this Agreement are instruments of service. They are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at CLIENT'S sole risk and without liability or legal exposure to ENGINEER; and CLIENT shall indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom.

3. Termination

This Agreement may be terminated by either party upon seven days prior written notice. In the event of termination, the ENGINEER shall be compensated by the client for all services performed up to and including the termination date, including reimbursable expenses, and for the completion of such services and records as are necessary to place the ENGINEER'S files in order and/or to protect its professional reputation.

4. Parties to the Agreement

The services to be performed by the ENGINEER under this Agreement are intended solely for the benefit of the CLIENT. Nothing contained herein shall confer any rights upon or create any duties on the part of the ENGINEER toward any person or persons not a party to this Agreement including, but not limited to any contractor, subcontractor, supplier, or the agents, officers, employees, insurers, or sureties of any of them.

5. Construction and Safety

The ENGINEER shall not be responsible for the means, methods, procedures, techniques, or sequences of construction, nor for safety on the job site, nor shall the ENGINEER be responsible for the contractor's failure to carry out the work in accordance with the contract documents.

6. Payment

Payment for services rendered shall be made monthly in accordance with invoices rendered by the ENGINEER. If payment is to be on a lump sum basis, monthly payments will be based on the portion of total services completed during the month. Invoices, or any part thereof, which are not paid within 30 days after the date of issue shall bear interest at the rate of 1-1/2% for each month or fraction thereof from the date 30 days after issue to time of payment. CLIENT will pay on demand all collection costs, legal expenses and attorneys' fees incurred or paid by ENGINEER in collecting payment, including interest, for services rendered.

7. Indemnification for Release of Pollutants

If this project does not involve pollutants, this provision will not apply. This provision may not be deleted if the project involves pollutants.

If, due to the nature of the service covered under this Agreement including the potential for damages arising out of the release of pollutants, CLIENT agrees that in the event of one or more suits or judgments against ENGINEER in favor of any person or persons, or any entity, for death or bodily injury or loss of or damage to property or for any other claimed injury or damages arising from services performed by ENGINEER, CLIENT will indemnify and hold harmless ENGINEER from and against liability to CLIENT or to any other persons or entities irrespective of Engineer's compensation and without limitation. It is understood that the total aggregate liability of ENGINEER arising from services performed by ENGINEER shall in no event exceed \$50,000 or the total compensation received under this agreement whichever is greater, no matter the number of or amount of such claims, suits, or judgments.

8. Risk Allocation – Check box if this provision does not apply.

The total liability, in the aggregate, of the ENGINEER and ENGINEER'S officers, directors, employees, agents and consultants, and any of them, to CLIENT and anyone claiming by, through or under CLIENT, for any and all injuries, claims, losses, expenses or damages arising out of the ENGINEER'S services, the project or this agreement, including but not limited to the negligence, errors, omissions, strict liability or breach of contract of ENGINEER or ENGINEER'S officers, directors, employees, agents or consultants, or any of them, shall not exceed the total compensation received by ENGINEER under this agreement, or the total amount of \$50,000, whichever is greater.

CRAWFORD, MURPHY & TILLY, INC.
STANDARD SCHEDULE OF HOURLY CHARGES
EFFECTIVE JANUARY 1, 2016

Classification	Regular Rate Per Hour	Overtime Rate Per Hour
Principal	\$ 195	\$ 195
Senior Project Engineer/Manager	\$ 185	\$ 185
Project Engineer/Manager/Architect	\$ 155	\$ 155
Senior Engineer/Architect	\$ 130	\$ 145
Senior Technical Manager	\$ 120	\$ 140
Senior Planner/GIS Specialist	\$ 110	\$ 130
Engineer/Architect	\$ 110	\$ 130
Planner/Technical Manager	\$ 80	\$ 95
Land Surveyor	\$ 130	\$ 145
Senior Technician	\$ 115	\$ 135
Technician II	\$ 95	\$ 110
Technician I	\$ 75	\$ 90
Administrative Assistant/Accountant	\$ 50	\$ 60

If the completion of services on the project assignment requires work to be performed on an overtime basis, overtime rates will apply and the fee will be adjusted to include the additional premium costs. These rates are subject to change upon reasonable and proper notice. In any event this schedule will expire and be superseded by a new schedule on or about January 1, 2017.

To the amount charged at rates shown will be added the actual cost of blueprints, supplies, transportation and subsistence and other miscellaneous job related expenses directly attributable to the performance of services. A usage charge will be made when flow monitoring, sampling or level recording equipment, nuclear density equipment, GPS equipment, robotic total station or other similar specialized equipment are used directly on assignments.

Professional or subconsultant services furnished to the Crawford, Murphy & Tilly, Inc. by another company shall be invoiced at actual cost plus ten percent.

December 2015

ATTACHMENT 1

**ZANESVILLE MUNICIPAL AIRPORT
ZANESVILLE, OHIO**

Engineering Services for Perimeter Fencing – Bid/Construction Phase

SCOPE OF WORK

Engineering Bid/Construction Phase Services

Location: Zanesville Municipal Airport

Owner: City of Zanesville, OH

Perimeter Fencing Improvements

The Engineer shall provide professional services to design the perimeter fencing improvements at the Zanesville Municipal Airport. See Exhibit 1 for approximate limits of proposed improvements. The Airport is pursuing entitlement funding from the FAA Airport Improvement Program.

Professional services to be provided by the Engineer shall include civil engineering services required to accomplish the following items:

**TASK 2
BID PHASE SERVICES**

1. The consultant shall assist the Airport owner in the placement of publicly advertised bidding documents for the Perimeter Fencing project. The consultant's fee includes the costs associated with telephone service, mailing, faxes, etc. associated with soliciting bids.
2. The consultant shall respond to questions from potential bidders.
3. The consultant shall assist the Airport in plan and spec distribution to prospective bidders.
4. The consultant shall review the bids for conformance with the contract and provide bid recommendation.

**TASK 3
CONSTRUCTION PHASE**

- a) Participate in the pre-construction meeting and prepare meeting minutes.
- b) Review Contractor's shop drawings, certifications and test results for compliance with construction documents.

Department of Public Service
Jay D. Bennett, Director



ORDINANCE NO. 16- 38

**AN ORDINANCE AUTHORIZING THE PROPER CITY OFFICIAL TO
ADVERTISE FOR BIDS AND ENTER INTO A CONTRACT WITH THE
LOWEST AND BEST BID FOR THE CONSTRUCTION OF THE CROSSWIND
RUNWAY IMPROVEMENT PROJECT AND DECLARING AN EMERGENCY.**

WHEREAS, the City has been notified of grant funding award through the Office of Aviation, Ohio Department of Transportation for improvements to the crosswind runway project in the amount of \$404,700; and

WHEREAS, in order to receive bids early enough to provide for summer 2016 construction, this ordinance should be deemed an emergency.

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

SECTION 1: The proper city official is hereby authorized to advertise for bids and enter into a contract with the lowest & best bid for the construction of said project.

SECTION 2: The cost of the project is estimated to be \$404,700, with 95% provided by the Ohio Division of Aviation, Ohio Department of Transportation and the balance to come from line item 615.6615.54413.

SECTION 3: 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. 16- 39
INTRODUCED BY COUNCIL

AN ORDINANCE AUTHORIZING THE PROPER CITY OFFICIAL TO ENTER INTO AN AGREEMENT WITH LEATHERS & ASSOCIATES FOR THE DESIGN AND CONSTRUCTION OVERSIGHT OF THE KIDZVILLE REPLACEMENT PROJECT, AND DECLARING AN EMERGENCY.

WHEREAS, the State of Ohio through the Ohio Department of Natural Resources, approved grant funding in the amount of \$150,000 for the replacement of the equipment and play structures at Kidzville; and

WHEREAS, the City of Zanesville was required to provide a match in the amount of \$150,000, consisting of cash and donations, which has been allocated in the 2016 City budget; and

WHEREAS, Ohio Revised Code dictates through Section 153.71 that a "qualification-based selection" (QBS) is used for selection of professional services; and

WHEREAS, Leathers & Associates was the consultant chosen through the Request for Qualification (RFQ) process; and

WHEREAS, the administration is ready to enter into an agreement with Leathers & Associates for design and construction oversight and proceed with design and construction of this project at Kidzville; and

WHEREAS, to offer the community involvement in design features and to meet a September construction period, this ordinance should be deemed an emergency.

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

SECTION 1: City Council authorizes expenditures in the estimated amount of \$250,000 for the construction of the Kidzville Replacement Project & Splash Pad, paid from line item 301.3272.56120.

SECTION 2: Included within the total cost of the project is the cost for Leathers & Associates for design and community build construction oversight in the amount of \$45,000.

SECTION 3: This Ordinance 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



PROPOSAL

Project name: Zanesville, OH Community Built Playground
Zanesville, OH

DATE: 3/18/16

Project Manager: TBD (Backup: TBD)

Construction Dates: Fall 2016 (assumes a 5 day community build)

READ THIS ENTIRE PROPOSAL CAREFULLY. IT CONTAINS IMPORTANT INFORMATION FOR YOUR PROJECT.

This proposal constitutes an estimate of the remaining work our office will provide for your project and the associated fees. The fees described in this proposal assume that we are providing standard services based on the schematic provided after Design Day, as summarized in both Section R of our "Playground Packet" and this document. **The fees outlined here will vary only if additional work is requested or required.** Examples of work that would generate additional fees include details above and beyond those necessary for us to build the project, perspective drawings, a major change in project's scope, or a change of site.

The construction phase will not change except by mutual agreement between Leathers & Associates and the community. Certain conditions may be encountered during construction that significantly affects consultants' total number of hours. Variables such as weather and low volunteer turnout are impossible to identify until the time of construction and may affect the total hour's necessary for construction consultation. However, additional fees will be charged only if construction continues beyond the final scheduled day.

The following pages contain an outline of the remaining services we are to provide. If you have any questions about this proposal, please contact us by **April 8, 2016**.

The following is an outline of fees for Leathers & Associates' professional services:

<u>Design Phase (1 person from L&A)</u> Includes all travel expenses	\$2,450
<u>Construction Phase</u> The Construction Phase fee locks in your construction dates. Due upon submitting dates.	\$950
<u>Design Development & Construction Documents Phase</u> Design Development, Detailed Drawings, 3D Artist rendering, Materials List & Project Management Services. Due upon completion of the Design Development.	\$21,000
<u>Organization Phase (1 person from L&A)</u> Organization Phase Fee. Includes all travel expenses. Due prior to Organization day.	\$2,800
<u>Construction Consultation Phase (2 people from L&A)</u> Construction Consultants Includes all travel expense. Due on the last day of construction. Please make check payable to Leathers & Associates and present to the lead consultant on the final day of construction.	\$17,800
<u>Estimated Total Budget for L&A</u>	\$45,000

SUMMARY OUTLINE OF PARTIES RESPONSIBILITIES (more detail is provided in our Playground Planning Guide)

Leathers & Associates:

- Develop an initial schematic design, CAD drawings of final design and 3D artist rendering of final design
- L&A will assign the client a project manager to coordinate between the client and L&A on all aspects of the job from initial design, ordering materials and performing the construction
- Provide client a materials list so they can order the necessary materials for the project
- Provide a tools list for the client to secure the necessary tools for the project
- Provide staff (construction consultants) for onsite construction supervision to ensure everything is built in conformance with the drawings
- Certify the final product meets ASTM F1487 standards, CPSC Pub.325 guidelines and ADA
- Provide the following insurance coverages

- General liability policy \$1,000,000/occurrence, \$2,000,000 general aggregate
- Professional liability \$1,000,000
- Automobile liability \$1,000,000
- Worker compensation and employers liability \$1,000,000 each accident

Client:

- Provide design criteria to L&A with budget information
- Create a committee to work with L&A's project manager on all aspect of the project
- Order the materials necessary for the project (based on a list supplied by L&A
- Secure the tools necessary for the project based on a tools list provided by L&A
- Provide a contact person(s) to act a general coordinator(s) to coordinate the details of the job with the L&A project manager
- Provide temporary orange safety fencing around the construction site
- Obtain any necessary permits if applicable
 - Typically permits are not required for public playgrounds. ASTM F147-11 standards are the design standards for the project
- Take care of any site work and grading including drainage
- Stakeout the post locations based on a drawing provided by L&A
- Drill post locations prior to construction
- Provide final site cleanup of construction materials
- Provide the tools need to complete the project

BASIC SERVICES

The Basic Services consist of the five phases described below.

DESIGN PHASE

A representative of Leathers & Associates shall consult with the committee to ascertain the requirements of the project and on establishing design goals and the initial scope of the project. The firm shall prepare schematic design studies, consisting of drawings and other documents illustrating the scale and relationship of project components for approval by the committee.

CONSTRUCTION PHASE

The committee needs to determine construction dates for the project. They should submit 2-3 dates in priority order to their Project Manager. Dates are given out based on when they are submitted. Our construction seasons typically fill up and we encourage projects to choose their dates as early as possibly to help secure their first preference. Once these dates have been chosen the construction phase fee is due to hold those dates. If a project needs to move to other dates they will have to pay an addition fee to hold the new dates.

DESIGN DEVELOPMENT/CONSTRUCTION DOCUMENTS PHASE

Design Development

Leathers & Associates shall review and consult with the committee on the schematic design and shall incorporate the design feedback requested by the committee. Leathers & Associates shall refine and change the schematic design to conform to the current safety and accessibility guidelines (ASTM F1487, CPSC Pub. No. 325, and ADA). Also to fit site and utility requirements. Individual details, traffic flow and budget constraints shall be considered.

Construction Documents

Leathers & Associates shall prepare from the developed design, for approval by the committee, the working drawings and specifications setting forth the requirements for the construction of the entire project. These documents typically consist of plan view and 3D rendering drawings, site drawing with stakeout and post information, materials list and specifications.

Leathers & Associates shall assist the committee in filing the required documents for the approval of governmental authorities having jurisdiction over the project. It is, however, the committee's responsibility to identify any such requirements and authorities and to follow through with any required filings.

The community will be assigned a project manager, who will serve as the community's main contact from shortly after Design Day through the construction of the project. The project manager is available from 8 a.m. to 5 p.m. Eastern Time and can be reached by telephone or email. All project management is included in the design development and construction documents phase fee. If the project delays significantly past the anticipated build season an additional fee may be required.

Final Materials List Phase

Along with working drawings and specifications setting forth the requirements for the construction of the entire project, Leathers & Associates shall provide the community with a Materials List, enabling the community to purchase or obtain donations for all materials necessary for the completion of the project. A suppliers list and specifications for materials are part of this list.

ORGANIZATION PHASE

Leathers & Associates shall provide organizing and coordinating assistance and support by phone to the committee. A representative of Leathers & Associates shall also conduct Organization Day meetings with the committee.

CONSTRUCTION CONSULATION PHASE

Leathers & Associates shall provide construction consultants who will be present at the site during construction. The consultants shall work with the committee during construction to provide observation of construction and interpretation of drawings.

The construction consultants shall familiarize themselves generally with the progress and quality of the work and determine in general if the work is proceeding in accordance with the construction drawings. The construction consultants shall be the interpreters of the requirements of the construction documents and the impartial judges of the performance thereunder by the volunteers.

The construction consultants shall have the authority to reject work that does not conform to the construction documents. Whenever, in their reasonable opinion, they consider it necessary or advisable to ensure the proper implementation of the intent of the construction documents, they shall have authority to require replacement of any work at any stage of construction. The construction consultants' decisions shall be final if consistent with the intent of the construction documents.

The construction consultants shall conduct a final inspection upon substantial completion of the work and shall prepare a punch list for the committee's use to accomplish full completion of the project.

Leathers & Associates shall receive and review the punch list and shall issue a certificate of substantial completion.

TRAVEL FEES

Travel fees are included for all phases. In most cases our staff will probably be flying to your location for the meetings and construction.

PAYMENT OF FEES

All bills preceding construction are due three weeks from the invoice date. Construction consultation fees are due on the final day of construction.

Payment schedule

Phase	Approximate Due dates
Design phase	Before Design Day
Design development/construction documents phase	Two to Three weeks after receiving documents
Organization phase	Before Organization Day
Construction phase	Last day of construction

Estimated Projected Schedule

April 5, 2016

~~March 31, 2016~~

Design Day: Playground & Splash Pad Design Kick Off Meeting.

April 29, 2016

Presentation of Concept Plans.

Ordinance 16-39

- May 10, 2016 Submission of Chosen/Single Concept Plan.
- May 17, 2016 City review and comments due of concept plan. Review by phone with L&A Project Manager.
- May 31, 2016 Submission of revised concept plan by L&A.
- June 8, 2016 Approval of concept plan.
- June 9, 2016 Mid Project Check. 30% volunteer recruitment goal reached. 50% fundraising goal reached.
- June 22, 2016 Submission of 3D color artist rendering.
- June 22, 2016 90% Submission (Playground & Splash Pad).
- June 24, 2016 City Reviews 90% Submission.
- July 12, 2016 100% Submission (Playground & Splash Pad).
- July 15, 2016 City Review of 100% Submission.
- July 19, 2016 Submission of Final Documents.
- July 19, 2016 Organization Day. Onsite visit and meetings spearheaded by your lead construction consultant to review progress with each committee and prepare your team for construction. 75% volunteer recruitment goal reached. 75% fundraising goal reached.
- September 16, 2016 Site prep complete, playground staked out and post holes dug. 100% volunteer recruitment reached. 100% fundraising goal reached.
- September 12, 2016 Pre-Construction meeting on site with all committee members and captains. Spearheaded by your construction consultants to ensure build gets off to excellent start!
- September 13-18, 2016 Community build/Project Construction.

Department of Public Service
Jay D. Bennett, Director



ORDINANCE NO. 16- 40
INTRODUCED BY COUNCIL

AN ORDINANCE AUTHORIZING THE PROPER CITY OFFICIAL TO ADVERTISE FOR BIDS AND ENTER INTO A CONTRACT FOR CLEANING OF THE PRIMARY ANAEROBIC DIGESTER AT THE WASTEWATER TREATMENT PLANT, AND DECLARING AN EMERGENCY.

WHEREAS, the digestion process is critical to the overall operation of the Wastewater Treatment Plant; and

WHEREAS, recently Wastewater leadership discovered that the PH of the digester had fallen outside of appropriate range; and

WHEREAS, digester cleaning has been on the capital plan for several years; and

WHEREAS, the addition of chemicals to adjust the PH has not shown noticeable improvements and the next step is removal from operation to contract the cleaning and to be operationally effective, must be done as soon as possible, creating an emergency measure.

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

SECTION 1: The proper City official be and is hereby authorized to advertise for bids and enter into a professional contract to clean the primary anaerobic digester located at the Wastewater Treatment Plant at a cost estimated to not exceed \$125,000.00 and shall be taken from Line Item 604.5456.54499.

SECTION 2: 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. 16-26
INTRODUCED BY COUNCIL



AMENDING ORDINANCE NO. 00-16, WHICH ADOPTED A CLASSIFICATION PLAN FOR CITY EMPLOYEES; AMENDING ORDINANCE NO. 13-15 (AMENDED), WHICH AUTHORIZED A MAXIMUM SCHEDULE OF POSITIONS; AND AMENDING ORDINANCE NO.13-16 (AMENDED), WHICH ESTABLISHED PAY, BENEFITS AND EMPLOYMENT POLICIES FOR UNAFFILIATED EMPLOYEES

WHEREAS, City Council has previously passed Ordinance No. 00-16, which adopted a Classification Plan for city employees; Ordinance No. 13-15 (Amended), which authorized a maximum schedule of positions; and Ordinance No. 13-16 (Amended), which established pay, benefits and employment policies for unaffiliated employees; and

WHEREAS, the Safety Director requested an amendment to the Classification Plan by creating the position of Code Enforcement Officer/Building Inspector, and the Civil Service Commission approved and point factored said position on February 16, 2016; and

WHEREAS, the position of Code Enforcement Officer/Building Inspector will eliminate the need for one (1) Code Enforcement Officer position; and

WHEREAS, it is necessary to amend the maximum strength ordinance, and the unaffiliated pay and benefits ordinance for the newly created position.

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

SECTION ONE: Ordinance No. 00-16 is hereby amended by adding the position description for the classification title of Code Enforcement Officer/Building Inspector to the classification plan; description attached hereto as Exhibit A.

SECTION TWO: The specified section of Section One of Ordinance No. 13-15 (Amended), which reads:

<u>SECTION</u>	<u>CLASSIFICATION</u>	<u>NUMBER AUTHORIZED</u>
101-4381	BUILDING & CODE ENFORCEMENT:	
	Administrative Secretary to the Safety Director	1
	Building Inspector	1
	Code Enforcement Officer	2
	Crew Supervisor (Seasonal)	1
	Maintenance Worker (Seasonal)	5

Is hereby amended to read:

<u>SECTION</u>	<u>CLASSIFICATION</u>	<u>NUMBER AUTHORIZED</u>
101-4381	BUILDING & CODE ENFORCEMENT:	
	Administrative Secretary to the Safety Director	1
	Building Inspector	1
	Code Enforcement Officer/Building Inspector	1
	Code Enforcement Officer	1
	Crew Supervisor (Seasonal)	1
	Maintenance Worker (Seasonal)	5

SECTION THREE: Section Six (A) of Ordinance No. 13-16 (Amended) is hereby amended by adding classification title as described below:

<u>CLASSIFICATION TITLE</u>	<u>PAY RANGE</u>
Code Enforcement Officer/Building Inspector	10

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

PASSED: _____, 2016

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

POSITION DESCRIPTION

**City of Zanesville Approved with changes
2/16/16**

CLASSIFICATION TITLE: Code Enforcement Officer/Building Inspector

FLSA STATUS/TYPE	Non-Exempt	EMPLOYMENT STATUS	Full-time
CIVIL SERVICE STATUS	Classified	REPORTS TO	Bldg/Code Enforc.Supv. or Building Official
BARGAINING UNIT	None	PAY GRADE	10
DEPARTMENT	Building Standards	CLASS SERIES NUMBER	32101

POSITION QUALIFICATIONS

An appropriate combination of education, training, course work, current certifications and experience may qualify an applicant to demonstrate required knowledge, skills and abilities. An example of an acceptable qualification is completion of a high school degree, GED or equivalent; vocational training and a demonstrable knowledge of building and property maintenance codes. Preference will be given to applicants with current Residential Building Inspector or Building Inspector certifications or applicants with six years of experience in Commercial and Residential Construction having the ability to obtain the aforementioned certifications. Applicants must have access to a privately owned and dependable vehicle.

Ability to document identity and employment eligibility within three (3) days of original appointment as a condition of employment in compliance with Immigration Reform and Control Act requirements.

LICENSURE OR CERTIFICATION REQUIREMENTS

State motor vehicle operator's license. ICC or State of Ohio Certification as a Building Inspector or Residential Building Inspector or have the experience qualifications to obtain an interim certification within one year of employment and permanent certification within three years.

DISTINGUISHING JOB CHARACTERISTICS

Under direction, enforces city property and housing codes. Inspects and approves commercial and residential construction projects for compliance with the Ohio Building Codes.

ESSENTIAL DUTIES AND RESPONSIBILITIES

To perform this job successfully, an individual must be able to satisfactorily perform each essential duty listed below. Reasonable accommodations will be made for disabled persons, covered by the Americans with Disabilities Act, in accordance with its requirements.

Conducts inspections to ensure compliance with property and housing codes. Inspects, approves or disapproves construction for compliance with Ohio Building Codes and City Housing Codes. Inspects sidewalk construction.

Inspects junked cars, vacant buildings, vacant lots and other existing sites to identify health safety hazards and other code violations. Notifies owner regarding code requirements, specifies appropriate corrective measures, solicits and encourages cooperation, establishes timeframe for compliance and ensures owner understanding. Conducts re-inspections as necessary to ensure identified violations were corrected to code. Enforces permit requirements.

Maintains records reflecting inspections conducted violations identified and other pertinent data. Prepares reports as required.

Investigate complaints regarding code violations.

Maintains public relations with citizens, officials, and local business representatives.

Determines ownership of property to insure legal notification of owners.

Mails legal notices for weed control program and maintains record of notices issued.

~~Determines location of sewer laterals for property owners, plumbers, sewer and drainage staff and others determines amount of tap fee.~~

Processes condemnations through legal notification process to demolition.

Testifies in court concerning code enforcement issues.

Completes daily and monthly reports reflecting inspections conducted. Prepares memorandums for assessment of charges to real property.

OTHER DUTIES AND RESPONSIBILITIES

SCOPE OF SUPERVISION

None

EQUIPMENT OPERATED

Personal vehicle; measuring tape; level; ladder; testing equipment, computer (Tablet or Smart Phone) and camera. Occasionally operates fax machine, copier, computer, electric circuit tester, flashlight, and thermometer.

CONTACTS WITH OTHERS

Property owners; landlords; tenants; contractors ; architects; city officials, staff and general public.

CONFIDENTIAL DATA

Code Complaints (sensitive information).

WORKING CONDITIONS

Good working conditions when working in the office. When working on inspections, the employee is exposed to heat, cold, dampness, noise, dirt, and dust. Exposure to possible accident and health hazards at inspection sites (e.g., dog bites, sewage backups, roaches and rat infestations).

USUAL PHYSICAL DEMANDS

The following physical demands are typically exhibited by position incumbents performing this job's essential duties and responsibilities. These physical demands are not, and should not be construed to be job qualification standards, but are illustrated to help the employer, employee and/or applicant identify tasks where reasonable accommodations may need to be made when an otherwise qualified person is unable to perform the job's essential duties because of an ADA disability.

While performing duties of this job, the employee frequently stands and walks for extended periods of time, uses hands to hold and control equipment; reaches with hands and arms, climbs and balances, and stoops, kneels, crouches, and crawls. Vision demands include close, relatively detailed vision, with the ability to adjust focus when performing inspections. Employee may sit for periods of time when performing administrative work.

REQUIRED KNOWLEDGE, SKILLS AND ABILITIES

Knowledge of: building codes and standards; city housing codes; relevant City codified ordinances; code inspection methods and procedures.

Ability to: apply building codes to practical situations, identify violations and formulate corrective action; communicate effectively; develop and maintain effective working relationships with associates, supervisors and general public; post information accurately to written record; exercise sound judgement in dealing with code violations; resolve code complaints; maintain confidentiality of confidential and sensitive information; maintain and promote good public relations as official city representative.

This job description in no manner states or implies that these are the only duties and responsibilities to be performed by the employee filling this position, who will be required to follow instructions and perform any duties required by the employee's supervisor or designee.

MANAGEMENT APPROVAL

_____ / /
Department Head Date

EMPLOYEE UNDERSTANDING AND AGREEMENT

I understand, and will effective perform, the duties & requirements specified in this job description.



Council-Mayor Government

THE CITY OF
Zanesville

401 Market Street • Zanesville, Ohio 43701

Phone (740) 455-0601, ext.148 • Fax (740) 455-0675

E-mail: civser@coz.org

Civil Service Commission

TO: Tim Smith, Building Inspector

FROM: Civil Service Commission

DATE: February 16, 2016

SUBJECT: Code Enforcement Officer Job Description

The Civil Service Commission met on Tuesday, February 16, 2016 and approved the new job description which was developed for the position of Code Enforcement Officer/Building Inspector. The position was placed in Pay Range 10 to better attract qualified candidates and be within market range for this area.

Please proceed with obtaining Council's approval placing the position on the Maximum Strength Ordinance and approving the pay scale. Please provide the Civil Service Office with a copy of the Ordinance going to Council.

Should you have any further questions or if we can be of further service to you, please do not hesitate to contact the Civil Service office.

Cc: Fred Buck, Director Public Safety
CSC job file

Jeff Tilton,
Mayor

ORDINANCE 16-27
INTRODUCED BY COUNCIL



ESTABLISHING THE ANNUAL SALARY AND BENEFITS FOR THE
PUBLIC SAFETY DIRECTOR OF THE CITY OF ZANESVILLE

WHEREAS, it is the duty of the City Council of the City of Zanesville, Ohio, to establish the annual salary and benefits of certain appointed officials of the City; and

WHEREAS, Ordinance No. 14-12 currently governs the salary and benefits of the Public Safety Director; and

WHEREAS, it is necessary to replace Ordinance No. 14-12 in order to establish wages and benefits related to the Public Safety Director's employment.

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

SECTION ONE: The office of Public Safety Director shall be compensated on an annual salary basis and shall not accrue vacation or sick leave time.

SECTION TWO: The annual salary for the position of Public Safety Director shall be \$57,160.

SECTION THREE: The Public Safety Director will receive longevity pay and health insurance benefits in accordance with the longevity pay schedule and health insurance benefits established for the City's unaffiliated employees.

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

PASSED: _____, 2016

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

Mayor Jeff Tilton

ORDINANCE NO. 16- 29
INTRODUCED BY COUNCIL

RECEIVED
MAR 01 2016
CLERK OF COUNCIL

AUTHORIZING THE PROPER CITY OFFICIAL TO PROVIDE FUNDS
TO THE OHIO FLAGS OF HONOR FOUNDATION AS A DONATION
FOR THE PRESENTATION OF THE OHIO FLAGS OF HONOR IN
ZANES'S LANDING PARK

WHEREAS, the Ohio Flags of Honor Foundation has created a traveling display of the Ohio Flags of Honor as a way to pay tribute to Ohio's fallen soldiers and to raise public awareness and support for Ohio's returning veterans; and

WHEREAS, the Muskingum County Veterans' Council has arranged for the Flags of Honor traveling memorial to appear in Zane's Landing Park June 10 through June 13, 2016; and

WHEREAS, to help defray the costs of presenting the Flags of Honor, the Muskingum County Veterans' Council has requested the City make a donation in the amount of \$500.00 for said display.

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

SECTION ONE: The proper city official is authorized to provide \$500.00 to the Ohio Flags of Honor Foundation as a donation.

SECTION TWO: This ordinance 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

This legislation approved as to form:

Jeff Tilton
Mayor



Law Director's Office

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

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

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

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

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

PETITION TO ADDRESS COUNCIL

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

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

NAME: ERIC JONES
REPRESENTING AN ORGANIZATION (IF YES, PLEASE LIST): MYSELF
ADDRESS: 221 Luck Ave
TELEPHONE: (740) 588-1837
EMAIL (OPTIONAL):
COMMUNICATION/RESOLUTION/ORDINANCE #: 16-29 (Flags) FOR OR X AGAINST
IF YOU ARE NOT SPEAKING ON AN AGENDA ITEM, YOU MUST INDICATE YOUR SUBJECT BELOW:



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.

SIGNATURE: [Signature] DATE: 03/21/16

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



ORDINANCE NO. 16 - 30
INTRODUCED BY COUNCIL

AN ORDINANCE AUTHORIZING THE PROPER CITY OFFICIAL TO APPLY FOR AN OPWC (OHIO PUBLIC WORKS COMMISSION) GRANT AND ZERO INTEREST LOAN AND EXECUTE CONTRACTS IN CONNECTION WITH THE ROUND 31 STATE ISSUE 1 PROGRAM IF APPROVED.

WHEREAS, the City of Zanesville is eligible for Round 31 State Issue 1 Financial Assistance contingent upon proper application submittal and State approval; and

WHEREAS, authorized legislation by City Council is appropriate to submit applications and execute contracts in connection with the State Issue 1 Financial Assistance Program for Round 31.

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

SECTION ONE: The proper city official is hereby authorized to apply for a grant and zero interest loan application and execute contract(s), if offered, for Round 31 State Issue 1 Financial Assistance Program and infrastructure improvement for OPWC Round 31.

SECTION TWO: This Ordinance 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

THIS LEGISLATION APPROVED AS TO FORM

JEFF TILTON,
Mayor



LAW DIRECTOR'S OFFICE



ORDINANCE NO. 16- 34

AN ORDINANCE ESTABLISHING SANITARY SEWER RATES.

WHEREAS, Chapter 925.01 of the Codified Ordinances of Zanesville pertains to sanitary sewer rates; and

WHEREAS, it is now necessary to increase sanitary sewer rates as noted herein to maintain the integrity of plant and system operations.

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

SECTION ONE: Chapter 925.01 of the Codified Ordinances of the City of Zanesville is hereby amended in the following manner:

Currently reads:

Residential	\$4.28 min. monthly bill per unit
plus	
for each 100 cubic feet	\$3.41 per 100 cubic feet
Multiple Family Dwelling	\$8.60 min. monthly bill per unit
plus	
for each 100 cubic feet	\$3.41 per 100 cubic feet
Business Rate	\$17.20 min. per monthly bill per unit
plus	
for each 100 cubic feet	\$3.99 per 100 cubic feet
above 100,000 cubic feet	\$3.00 per 100 cubic feet
Outside City Sewer Rates	A 30% surcharge will be added to the above rates.

Shall be amended to read:

Residential	\$4.98 min. monthly bill per unit
plus	
for each 100 cubic feet	\$3.66 per 100 cubic feet
Multiple Family Dwelling	\$10.00 min. monthly bill per unit
plus	
for each 100 cubic feet	\$3.66 per 100 cubic feet
Business Rate	\$19.40 min. per monthly bill per unit
plus	
for each 100 cubic feet	\$4.29 per 100 cubic feet
above 100,000 cubic feet	\$3.20 per 100 cubic feet
Outside City Sewer Rates	A 50% surcharge will be added to the above rates.

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

PASSED: _____, 2016

ATTEST: _____
Sue Culbertson
Clerk of Council

Daniel M. Vincent
President of Council

APPROVED: _____, 2016

THIS LEGISLATION APPROVED AS TO FORM

JEFF TILTON,
Mayor



LAW DIRECTOR'S OFFICE



ORDINANCE NO. 16- 35
INTRODUCED BY COUNCIL

AN ORDINANCE TO AMEND AND REVISE THE ZONING MAP AND
MAKE PERMANENT ZONING IN THE CITY OF ZANESVILLE, OHIO
AS HEREIN PROVIDED

WHEREAS, an application has been duly made requesting a zone change from RM-1 Low-Density Multi-Family Residential to C-4 Highway Commercial; and

WHEREAS, proper notification of the intent of this Council to consider this request to rezone the below described property was given to abutters within 200 feet of the requested rezoning and in a newspaper of general circulation; and

WHEREAS, after testimony and discussion the Zanesville Planning Commission recommended to City Council that the zone change request further identified on Exhibit "A", be approved.

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

SECTION ONE: The application for rezone change with respect to the real property hereinafter described and shown in Exhibit "A" is hereby approved and the zoning with respect to said property is so changed.

SECTION TWO: The Zoning Map of the City of Zanesville, Ohio, and the same is hereby amended and revised by changing the zoning as follows:

From RM-1 Low-Density Multi-Family Residential to C-4 Highway Commercial, situated in the City of Zanesville, County of Muskingum, and State of Ohio, and bounded and described as follows:

Auditors Parcel #85-31-02-19-000 & 85-31-02-18-000, also known as lot 35 and part of lot 36 of the Richland Place Subdivision, recorded in Deed Volume 2623, Page 260, said Deed Volumes being located in the Muskingum County Recorder's Office.

SECTION THREE: This Ordinance shall take effect upon the approval of the Mayor and 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

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Muskingum County GIS



Notes

Rhonda Heskett,
Budget & Finance Director

ORDINANCE NO. 16-24
INTRODUCED BY COUNCIL

PROVIDING APPROPRIATIONS FOR USE DURING THE FISCAL YEAR 2016, AND
DECLARING AN EMERGENCY

WHEREAS, City Council must establish an annual budget for the operations of the City of Zanesville for the fiscal year 2016; and

WHEREAS, said budget must be passed and be in effect on or before April 1, 2016; and

WHEREAS, In order to maintain the daily operations of municipal departments within the City it is essential this ordinance become effective prior to thirty days after passage.

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

SECTION ONE: The City of Zanesville's FY 2016 working budget is attached as Exhibit 1, and with Council's approval shall be amended as necessary to meet the daily operations of the City.

SECTION TWO: Out of the monies known to be in the Treasury and estimated to come into the Treasury during the period from January 1, 2016 through December 31, 2016, from the collection of taxes and from all other sources of revenue, there is hereby appropriated the following amounts set forth in the columns designated as "Appropriations." Each of the following sections numbered 101.0000.41102 etc. (Revenues) and 101.1021. etc. (Appropriations), is hereby declared to be a separate and distinct section for purposes of this ordinance.

SECTION THREE: The amounts presented in the budget for the years, 2014 and 2015 are provided for informational purposes only.

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

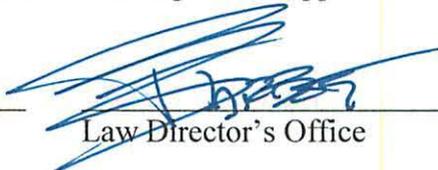
PASSED _____, 2016

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

**THE CITY OF ZANESVILLE
WORKING BUDGET 1/1/2016 - 12/31/2016
ORDINANCE #16-24 (Exhibit #1)**

		<u>BUDGET 2016</u>	<u>ACTUAL 2015</u>	<u>ACTUAL 2014</u>
101	GENERAL FUND			
	BALANCE AVAILABLE	\$3,014,226	\$3,306,636	\$4,019,315
REVENUES:				
101.0000.41102	Real Estate Taxes	\$990,000	\$994,837	\$993,772
101.0000.41103	Personal Property Taxes	0	9	13,967
101.0000.41104	Sales & Intangible Taxes	750,000	757,004	718,623
101.0000.41106	State Liquor Tax	45,000	45,744	46,772
101.0000.41107	State Cigarette Tax	2,000	1,608	1,980
101.0000.41108	Inheritance Tax	0	156,599	394,562
101.0000.41110	Admission Tax	1,000	878	1,855
101.0000.41117	Special Assessment Tax	9,000	615	213
101.0000.42101	Taxi License	250	340	240
101.0000.42102	Curb and Street Cut Permits	1,500	1,975	330
101.0000.42103	Theaters, Shows and Dance Licenses	2,020	2,021	2,021
101.0000.42104	Bowling and Billiard Licenses	1,500	1,500	1,500
101.0000.42105	Cable TV Franchise Fee	340,000	292,268	301,966
101.0000.42106	Mechanical Amusement License	10,000	10,000	4,800
101.0000.42107	Gas/Electric/Phone Deregulation Fees	0	0	0
101.0000.42108	Electrician Licenses	5,000	4,490	6,313
101.0000.42109	Parking Lot Licenses	150	110	104
101.0000.42113	Pawnbroker Licenses	400	0	600
101.0000.43101	Residential Building Permits	\$15,000	\$17,823	\$17,712
101.0000.43103	Vacant Property Registration Fees	10,000	7,200	8,900
101.0000.43105	Stormwater Drainage Permits	5,000	6,101	2,150
101.0000.43107	Right-of-Way Fees	44,900	44,900	41,500
101.0000.44101	Court Fines and Costs	\$350,000	\$315,412	\$236,326
101.0000.45101	Sale of Assets	\$15,000	\$300,014	\$0
101.0000.46100	Government Administrative Charges	\$570,000	\$264,090	\$580,660
101.0000.46103	Postage Charges	15,000	16,579	16,555
101.0000.46105	Civil Service Testing Fees	5,000	4,565	1,400
101.0000.46110	Commercial Building Charges	30,000	52,421	36,539
101.0000.46111	Recreation Activity Revenue	10,000	3,390	3,917
101.0000.46119	Building Rent	7,200	6,400	12,050
101.0000.46125	Bandwagon Rental	2,000	1,440	720
101.0000.47326	Indigent Defense Fees Reimbursement	\$48,000	\$0	\$0
101.0000.48205	Transfer from Income Tax Fund	\$10,679,208	\$10,371,407	\$9,046,542
101.0000.48824	Transfer from Unclaimed Monies Fund	1,450	1,069	4,918
101.0000.49101	Interest Income	\$10,000	\$12,214	\$18,168
101.0000.49106	Ohio PUSTR Compensation	19,200	149	0
101.0000.49140	Returned Check Charges	100	60	30
101.0000.49175	Interfund Receivable	7,602	0	0
101.0000.49195	Other Grants	0	15,658	0
101.0000.49199	Miscellaneous Revenues	135,000	132,765	91,749
	TOTAL RECEIPTS	\$14,137,480	\$13,843,655	\$12,609,454
	TOTAL AVAILABLE FUNDS	\$17,151,706	\$17,150,291	\$16,628,769

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:

MASS ~~IN~~ IMPRISONMENT vs. ZPD CANDIDATES

RECEIVED
MAR 21 2016
3:58 pm.
CLERK OF COUNCIL

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

03/21/16
DATE