CITY COUNCIL MEETING – MONDAY, MARCH 28, 2016

The Council of the City of Zanesville met in regular session at 7:00 p.m. on Monday, March 28, 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. Foreman, Mr. Roberts, Mrs. Norman, Miss Bradshaw, Ms. Gildow, Mrs. Osborn, Mr. Wolfe, and Mr. Vincent. Mr. Baker and Mrs. Gentry were absent.

Ms. Gildow moved to excuse Mr. Baker and Mrs. Gentry from the meeting tonight. Mr. Foreman seconded the motion.

A voice vote was taken and all present were in favor. None were opposed.
Motion carries. Mr. Baker and Mrs. Gentry stand excused.

APPROVAL OF MINUTES

Mr. Roberts moved to accept the minutes of March 14, 2016 as printed, seconded by Mrs. Osborn.

A voice vote was taken with all present in favor of approving the minutes. None were opposed. Mr. Baker and Mrs. Gentry were absent.
Motion carries. Minutes stand approved.

COMMUNICATIONS, REPORTS, AND RESOLUTIONS

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.

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

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

A voice vote was taken and all present were in favor. None were opposed. Mr. Baker and Mrs. Gentry were absent.
Motion carries.

PROPOSED ORDINANCES

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.

Mr. Roberts moved to waive the readings on Ordinance 16-36 and it was seconded by Mr. Foreman.

Mr. Vincent: Is there any discussion on waiving? With that we will have roll call vote for waiving of the readings.

Roll call vote on waiving of the readings.
7 Ayes
0 Nays
2 Absent Mr. Baker and Mrs. Gentry
Motion carries.

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

Mrs. Norman moved for passage, seconded by Miss Bradshaw.

Mr. Vincent: Is there any discussion?

Ms. Gildow moved to amend Section Two of Ordinance 16-36 by changing the amount from $111,000 to $125,000. It was seconded by Mr. Roberts.

Mr. Vincent: Is there any discussion? Mr. Bennett, do you want to explain?

Mr. Bennett: This is a project that Council authorized last year. The City did go out to bid for it. We did receive a couple of bids. One was significantly lower than the other one which always kind of gives you pause when thinking about construction. During the moving forward with execution of contracts the successful low bidder could not produce enough bonds to meet the bonding requirements for the project. Therefore we were left with the decision to hold the project. It was a paving project. We knew that we had $405,000 for a crosswinds runway paving job this year. So we would just hold it and kind of bid together with that project. The Ordinance deadline is Wednesday at noon, to make to make sure everybody can get there processes done in time and you all can get your packets. We received an updated estimate from the engineer on Thursday morning. It just had a little bit higher than what we looked at last year so rather than try to squeeze it down we would ask for an amendment to include $125,000. There is sufficient money in the budget for this.

Mr. Vincent: Is there anything else from Council? So with that we are to vote for an amendment from $111,000 to raise it to $125,000 under Section Two. With no further discussion all in favor of the amendment signify by saying aye.

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

Mr. Vincent: I now need a motion for passage of Ordinance 16-36 as amended.

Ms. Gildow moved for passage. It was seconded by Mr. Roberts.

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

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

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.

Mr. Vincent: We are at first reading.

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

Mr. Vincent: Is there any discussion?

Mr. Wolfe: I believe this might be for you Mr. Bennett. This firm, perhaps you could provide some background, it seems like we are selecting this firm to select the company that is going to do it. Is that the process?

Mr. Bennett: The City is required for professional service to use a Request for Qualifications (RFQ) based selection process. So we go out and advertise and we recently did that the first of the year. We made a call for any firms wishing to do any professional service: civil, design, architectural, and we list a variety of projects we may have: water, sewer, streets, and airports. They submit their statements of qualifications, no price. So at that point we have satisfied the Ohio Revised Code (ORC) and then we can go to the list of firms that have submitted, look at them and select the appropriate firm that we feel comfortable. We can sit down with that firm and then negotiate a scope and fee. For this particular project is about designing the new security fence. We have some FAA (Federal Aviation Administration) money that we put on our capital improvement plan to do. So they will do that design and they will assist our purchasing agent with the bid specifications. It is federal so there are always a lot of federal requirements needed to be stuffed into those bids. Advertisements and then ultimately we negotiated for them to be out on site occasionally during the process of construction

to make sure it is complete, as per specifications. So then we will go out to bid as advertised and we have a $311,000 budget for fencing.

Mr. Vincent: 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. Mr. Baker and Mrs. Gentry were absent. Motion carries.

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.

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

Mr. Vincent: Is there any discussion on waiving? With no discussion we will have roll call vote for waiving of the readings.

Roll call vote on waiving of the readings.
7 Ayes
0 Nays
2 Absent Mr. Baker and Mrs. Gentry
Motion carries.

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

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

Mr. Vincent: Is there any discussion? If no discussion we will go to a roll call vote for passage.

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

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.

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

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

Roll call vote on waiving of the readings.
7 Ayes
0 Nays
2 Absent Mr. Baker and Mrs. Gentry
Motion carries.

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

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

Mr. Vincent: Is there any discussion?

Mr. Wolfe: It seems like there is $150,000 from the state and $150,000 from the City. But it looks like the estimated amount of spending is $250,000. I don't understand.

Mr. Bennett mentioned the grant is actually federal passed down through the state and then on down to the recipients. The requirement is a one to one match so $150,000 meant we had to pledge $150,000. We were so successful in advertising as a community build project, people remember very fondly the first Kidzville effort, the community coming together, to build that back in the later 90's, that we received many volunteers for labor and donations of equipment and tools. All of those are of value in the grant, so we were able to secure $50,000 worth of community participation donations, so we only have to have $100,000 cash.

Mr. Wolfe: That still counts as our contribution?

Mr. Bennett: It counts as part of our match.

Mr. Foreman: Is there any discussion of the road that actually takes you into Kidzville? Is any replacement or any fixing being done?

Mr. Bennett: There is money in this year's budget for some road improvements out at Riverside. The City just authorized a small paver to be purchased and we believe our crews can do a lot of work on our cemetery roads, our park roads, our parking lots and we will be able to just pay for the costs of materials on some of those.

Mr. Foreman: That is great.

Mr. Bennett: That is part of it as well.

Mr. Wolfe: If I recall working on a project the first time around we pay these folks to essentially supervise the project?

Mr. Bennett mentioned the amount of money is $45,000 for consultants. Again we went out for a qualification based selection and we received three submissions. There was a group of four individuals who were not part of the decision making process who evaluated those and it was the recommendation of the committee to enter into a discussion. We laid out for them what we had as expectation, which is number one, we need you to come into town and meet with community members and hear input on what we would like to see, certainly, in the design of the application to take to the feds. We were going to try to maintain the same footprint to hopefully avoid an additional environmental review issue. Number Two is that we wanted to add some play features that involve water. Very simple and just a way for kids to be able to get wet as part of this project. We would want to involve then a smaller group of community members that are representative of families, kids, in a design day meeting which we have slated for April 5, if you give us permission to go. The meeting will be at Riverside at a specific time and we will do advertisement. Community members that want to come and listen and give their input about what they would like to see. They will then go back and do design conceptuals and submit that to the City. We will have a smaller group that will be looking at that and kind of working through some of these design issues. They will come back and give us one more shot. At that point we are ready to start proceeding with putting together the final permits to build and then ultimately they come in and they help supervise a community effort to build this over a five day period of time estimated for September. They will be designing, hosting, doing conceptuals and leading us through the permitting process and then ultimately they are here so they are actually helping to making sure it is built to specifications.

Mr. Vincent: For oversight and safety and to follow manufacturer's specifications.

Mr. Wolfe: Materials are then either donated or provided through our funding.

Mr. Bennett: Through this funding, yes. The bulk of it is outside of $45,000 so out of that $250,000 cash; $205,000 of that is for materials.

Mr. Vincent: If people wanted some additional stuff like say a splash pad added, something to do with concrete, or something and a local concrete company wanted to donate we could potentially go above?

Mr. Bennett: I just want to make sure we don't go too far out of the footprint that we did our environmental review. Council should know the City did submit a CDBG application. It is kind of project specific for splash pad two, for this project. So let's build one and then if we want to add another piece of this for phase two we have a CDBG application for the Citizens Advisory Committee to consider this year for construction next year.

Ms. Gildow: Mr. Bennett, on the page that includes the timeline. In the June 9th line it says mid project check. 30% volunteer recruitment goal reached. 50% fundraising goal reached.

Mr. Bennett: That is to make sure we have the amount of volunteers that we can meet that $50,000 in kind.

Ms. Gildow: Okay, so is that to say that there is a recruitment process?

Mr. Bennett: Yes.

Ms. Gildow: There is a financial fund raising goal as well?

Mr. Bennett: If they wanted to do, if in the design feature, there were some things that Mr. Vincent talked about, like we would like to have this additional feature or we would like to go to the next tier of this type of feature within that structure. That is going to be additional money, so yeah, absolutely there could be fund raising efforts.

Ms. Gildow: But along those lines this isn't a stretch. We aren't challenged to come up with this at this point?

Mr. Bennett: It is my goal to build a $250,000 project. If in the design concepts some folks say we would really like to take and add this other piece within this complex. Well, that is going to be more by this much. Then there would have to be a fund raising goal and as some Councilmembers know if you say we really like this and we say let's get busy and go do that. Let's raise money.

Ms. Gildow: Thank you. That explains it.

Mr. Vincent: Is there anything else from Council? I do know this is huge. We have people come in from outside of Zanesville, all over the County, to come to Kidzville. It is a big treat for kids. That is for sure.

Mr. Bennett: We have a significant number of commitment letters and we have maintained those for the recruitment of volunteers, like a whole Muskingum College Football team is coming, I guess.

Mrs. Osborn: As a mother with a young family I am excited. Thank you.

Mr. Bennett: Yes. It will be fun.

Mr. Vincent: With that I do have Mr. Dave Rogers who wanted to speak on this. He is speaking against.

Mr. Dave Rogers, 1321 Coopermill Road (1104 Benjamin Ave. on the petition), Zanesville, OH 43701.

Mr. Rogers stated the reason he is speaking against this is because we are singling out one park. Over the years Zanesville hasn't maintained its parks. He mentioned in the 1970's there were working bathrooms in the parks and he mentioned a few. The

equipment at Municipal Stadium he stated had been there for at least 45 years. He mentioned a senior building up at Chaps Run that burnt down and was not rebuilt. It is really kind of disgraceful how the city has let its park system go down in the years. He stated tourist notice some of the parks are not as well maintained as they used to be. Kidzville is way out here and we have some nice parks in town. He feels the older parks need to be maintained with working bathrooms at each one. He stated we need to look at the system as a whole.

Mr. Vincent: Thank you, Mr. Rogers. Is there anything else from Council? With that Mr. Bennett I think as far as putting bathrooms in anywhere I think that becomes huge with ADA compliance and heating, and keeping stuff from freezing up, or shutting down during the winter. It also opens up opportunities for illegal activities hidden away out of sight, like prostitution.

Mr. Bennett: The opinion of the Director of Public Services from my previous time here. I think we provide a restroom facility in the form of a portable toilet so that it can suffice to provide that service to our community. When you start looking at construction of permanent facilities, the ongoing maintenance cost, concerns as Mr. Vincent hinted, and the vandalism issues are serious concerns. When I was out west we had a permanent facility in the major park of the city. Again not a secondary park or neighborhood parks, but the major park where activities were held, bar-b-ques were held, game fields were located, and the crews spent an extraordinary amount of time fishing sweat shirts and things out of toilets, just the amount of vandalism that took place. So from my perspective and recommendation to the Mayor, parks have one of the smallest budgets the City has, so to invest in facilities with maintenance, when we already have a very, very small crew and it is combined with cemeteries. It is not our recommendation, certainly not my recommendation to the Mayor.

Mr. Vincent: With the port-a-lets, we rent those each year? We are not responsible for any liability? The company takes care of everything?

Mr. Bennett: They take care of all of them.

Mr. Vincent: Is there anything else from Council?

Mr. Wolfe: I appreciate your comments. I just wanted to confirm it as a member that it is not an either/or proposition in my eyes. It is something we are looking independently or separately at Kidzville. I was involved in building the first one and it has been there a while so I view it as it is a replacement project for that particular one. It doesn't mean that we can't do better at our other parks, but I don't see that it is either/or. So I support the Kidzville project because it is tired and an old project at this point. To me it is a replacement of an existing property.

Mr. Rogers: I just wanted to point out over the years

Mr. Vincent stopped Mr. Rogers from speaking. I am sorry, you had your time to speak and I must be fair to everyone. Mr. Wolfe will talk to you after the meeting. Kidzville is deteriorating. It is falling apart. It is time to fix it up or consider taking it down. Is there anything else from Council? With that, we will have roll call vote for passage.

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

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.

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

Mr. Vincent: Is there any discussion on waiving? With that we will have roll call vote for waiving of the readings.

Roll call vote on waiving of the readings.
7 Ayes
0 Nays
2 Absent Mr. Baker and Mrs. Gentry
Motion carries.

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

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

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

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

ORDINANCES FOR ACTION

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 second reading.

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

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. Mr. Baker and Mrs. Gentry 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 second reading.

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

Mr. Vincent: Is there any discussion? Hearing no discussion, all in favor of second reading signify by saying aye.

All present were in favor. None were opposed. Mr. Baker and Mrs. Gentry were absent. Motion carries.

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 second reading.

Mr. Foreman moved for second reading, seconded by Mr. Wolfe.

Mr. Vincent: Is there any discussion? Hearing none, we do have a petitioner.

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

Mr. Eric Jones stated this is a fun argument to make. I am approaching it from the other side. I don't have a problem with the flag. The flag is fine. We don't have any citizens in Zanesville. The question is, "Are you a citizen if Zanesville's City Council says you are not a citizen?" Seriously. Some people look at me and they say I am a citizen of Zanesville. I said how do you know? Okay, when I say Zanesville City Council says you are not a citizen. They can't give the right answer. So what I am trying to do is called, cognitive dissidence. That is when you are trying to have two ideas in your head and they go against each other. You say you are a citizen and they say you are not. One of

those statements is true and you have to figure out which one. They both can't be true. It has something to do with self-delusion.

Mr. Vincent: Mr. Jones, you have spoken a minute so far and you have not talked about the flags. Tie it in with the flags please.

Mr. Jones: Can you say the pledge if you are not a citizen? That is a simple, straight forward statement. I am trying to explain the why of it.

Mr. Vincent: I encourage you to get to the flag part, to be of help, as to why you are against this.

Mr. Jones said he is against it because we don't have any citizens in Zanesville. That is why I am against you standing up there doing the pledge. I am trying to make sure you understand the why of it. I said because right now and it has to do with education. Alright? You do a quick matrix. You have consciousness and incompetence. One of the first ones to start with is unconscious incompetence. All that means is you don't know what you don't know. I gave you two books to read. Some of you have read them and some of you haven't. I am trying to get you to understand your own citizenship. I will ask anybody here. What is your citizenship worth? Give me an idea because I can tell you what mine is worth. I don't value my citizenship with me. I think of my citizenship with the tens of thousands of little white boys and little black boys who gave their lives for me to be able to stand right here. One hundred and fifty years ago I would be a slave. That is how I value it. It is up to and including my life. If you have something less than that I want you to rethink what you feel about your own citizenship. Thank you very much.

Mr. Vincent: Thank you, Mr. Jones. With that we are at second reading. Is there any further discussion? All in favor of second reading signify by saying aye.

All present were in favor. None were opposed. Mr. Baker and Mrs. Gentry 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 second reading.

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

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. Mr. Baker and Mrs. Gentry were absent. Motion carries.

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

Mr. Vincent: We are at second reading.

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

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

All present were in favor. None were opposed. Mr. Baker and Mrs. Gentry 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 second reading.

Mr. Foreman moved for second reading, seconded by Mr. Wolfe.

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. Mr. Baker and Mrs. Gentry were absent. Motion carries.

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

Mr. Vincent: We are at third reading.

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

Mr. Vincent: Is there any discussion? Ms. Heskett do you have anything?

Ms. Heskett said yes as I had sent a request to Council to have an amendment made to the Ordinance. I spoke with Mr. Tarbert and he suggested since we were into the third reading on this that rather than just having the replacement pages put in the budget it would be more appropriate to have the amendment brought up. So I was wondering if someone from Council would make the amendment.

Mr. Vincent: With that, Ms. Gildow, you are moving to make the amendment.

Ms. Gildow: Yes. I would like to have the Ordinance amended per the pages that Ms. Heskett provided.

Mr. Vincent: With that, it is too lengthy to go through them? If you could summarize that for us, Ms. Heskett.

Ms. Heskett: Yes absolutely. We had four funds that need to be amended.

- The Auto Gas Fund we are going to amend it so we can go ahead and finish out our rock salt contract. We need to do that immediately.
- The Probation Fund 260 received an additional amount of grant funds and so we are amending the revenues to increase the grant's revenue that is coming in. They also need to purchase a vehicle. The Probation Officer's vehicle has been taken out of service so we need to get a vehicle for him. You will notice we are only going to pay $4,000 toward the vehicle. Municipal Court's Capital Project Fund is going to help subsidize that purchase. Those funds are already in place.
- In Fund 304 the CD (Community Development) Admin Fund we are recognizing some revenues from a grant that we received and we are also putting those revenues into the appropriations for some training that Mr. Bennett came across for a couple of different employees. So we would like to get that underway.
- Fund 604 which is probably the most important amendment tonight is for the anaerobic digester cleaning that was Ordinance 16-40 that was just passed. We are moving funds into Capital Outlay in order to get that project underway. I understand that is pretty important to the process down there.

Mr. Vincent: With that can it be concisely given as what is being amended as far as line items?

Ms. Heskett: Line Items, yes I have that.

Mr. Vincent: Will Council pay close attention here. I was just looking for the four simple changes as far as what it says and what it is going to say.

Ms. Heskett: For example in Fund 202 I think this is what you are looking for.

- We are moving $30,000 from Miscellaneous Contracts in one of the divisions into the Rock Salt line item.

Is that what you are asking for?

Mr. Vincent: Yes, exactly.

Ms. Heskett:

- Then we are also moving $30,000 from Street Supplies into that Rock Salt line item. This shouldn't be a hardship on the fund in any way. The $30,000 from Miscellaneous Contracts was used last year for the Street Study and obviously we are not going to use that again this year. Those funds were easily re-appropriated.

- In Fund 604 we are moving $10,000 from the Self Insurance line item. We are moving $13,000 from the Landfill line item. $15,000 from Miscellaneous Contracts. $10,000 from Polymers (Chemicals) and $9,000 from Operating Equipment which is not a Capital Outlay it is just their materials, supplies or parts for operating equipment. These are all moving to the Capital Outlay.

Ms. Heskett:

- In fund 304 as mentioned it is just to increase the transfer from our 2015 Allocation Grant so we are recognizing additional revenues and increasing appropriations under Training, Travel, and Contractual Services. The amount is $18,500.

- The Fund 260 amendment is recognizing an additional $4,000 in grant revenue. We are putting that in Capital Outlay. That is going toward the purchase of the vehicle for the Probation Officer.

Mr. Vincent: Okay, thank you. Does Council have all of that? Ms. Gildow?

Ms. Gildow: Yes, and I will add that Rhonda and I had a fairly extensive phone conversation about the changes until such time I understood what we were doing and was comfortable with it. I appreciate that opportunity. From a Ways & Means standpoint these changes seem to make perfect sense.

Mr. Vincent: So you want to make that motion for all four changes as given by Ms. Heskett?

Ms. Gildow: Yes, I would like to make the motion.

Mr. Vincent: Is there a second on that?

Mr. Foreman seconded the motion.

Mr. Vincent: Are we all comfortable on it? I can read through them again if you like.

Mr. Wolfe: I just have one quick question. As I understand then basically the page references here in parentheses page 10 of 46 this page we have and the changes you just enumerated would just essentially replace the document we already have with all of the other pages.

Ms. Heskett: Yes. Correct.

Mr. Wolfe: The changes you just discussed are within these pages?

Ms. Heskett: Yes.

Mr. Wolfe: Thank you.

Mr. Vincent: Is there anything else from Council?

Mr. Roberts: Jay, I think you can best answer this. The transfer from the Fiscal Year 2015 Allocation Grant is the only thing that doesn't back up. Where is that money being pulled from?

Mr. Bennett: Well part of that is from 2015 Allocation Grant and then were you augmenting that from the General Fund he asked of Ms. Heskett?

Ms. Heskett: That fund is always subsidized from the General. Yes.

Mr. Bennett: So it is just the additional subsidy from the General Fund.

Mr. Roberts: So the General is backing that up?

Mr. Bennett: Correct.

Mr. Vincent: Is there anything else from Council? Okay we had before us the amendment as discussed at length. Thank you to Ms. Heskett, again for going through that. We have a motion and a second. All in favor of that amendment signify by saying aye.

All present were in favor of the amendment. None were opposed. Mr. Baker and Mrs. Gentry were absent.
Motion carries.

Mr. Vincent: We are now at Ordinance 16-24, as amended, and we are at third reading. Motion for third reading as amended?

Mrs. Osborn moved and it was seconded by Mr. Wolfe.

Mr. Vincent: Is there any further discussion? If no discussion, we will have roll call vote for passage.
Roll call vote for passage.
7 Ayes
0 Nays
2 Absent Mr. Baker and Mrs. Gentry
Motion carries. Ordinance is passed.

TRAFFIC ORDERS

None

MISCELLANEOUS AND UNFINISHED BUSINESS

Mr. Bennett explained a flyer at the tables tonight is to save the date and we are very excited to be one of two requested, and the City is able to accommodate through some of our Fair Housing dollars in partnership with Muskingum County and also with Southeastern Ohio Legal Services. We will be hosting a Fair Housing Training in the basement of Secrest Auditorium on April 25, 2016. We will be sending out quite a bit of communication to some of our apartment managers, the Landlord Association, and some of those folks will receive a blurb to inform and invite them. It is open to the public. This is in honor of Fair Housing month celebration in April. I am specifically excited about the keynote address by C. Michael Payton who is the Director of Ohio Civil Rights Commission. So in partnership with Southeastern Ohio Legal it is a wonderful opportunity for tenants, for landlords, and for apartment managers to come and understand about Fair Housing laws. They are going to do some breakouts, roundtable kind of training and do some scenario based training in the afternoon so a lot of good information for our community to make sure we are complying with Civil Rights Law and Fair Housing specifically.

Mr. Vincent: Thank you. It sounds like an excellent opportunity to learn and outside of the learning benefit from this is there any benefit to the City as far as if Council were to attend. I don't know where that would fall into place.

Mr. Bennett: You know having elected officials at any of our events especially when we are celebrating Fair Housing Month I think is a huge benefit to demonstrate to the Ohio Civil Rights Commission we support Civil Rights here in the community, Fair Housing specifically.

Mr. Vincent: Alright. We will see if we can get some people to attend. Thank you. Is there anything else? Mayor Tilton anything? Mr. Buck? Ms. Heskett anything else?

PRIVATE PETITIONS AND COMMUNICATIONS

Mr. Eric Jones, 221 Luck Avenue, Zanesville, OH 43701 speaking on Mass Imprisonment vs. ZPD candidates.

Mr. Jones stated he attended the Public Safety Committee meeting and after the discussion he was going to have a discussion on how race applies to why you don't have black police officers, black firemen, or a lot of black anything. He stated he found that was not the place to have this discussion so he is going to have it here. He tried to get Council to read a book, The New Jim Crow by Michelle Alexander. She wrote it in 2012. A few people have read it. Not enough obviously. What she basically is saying is within the black community, approximately a third of the black males between the ages of 18 and 40 have been saddled with a felony. You have 2.2 million incarcerated. But you have another 5. something that are out, but they have a felony against them. Once you have a felony against you all of the things that would apply to the N word now applies to the felon. It is real easy folks. If you try to get a house, if you try to get anything, you have to check the box. By the way, speaking of that, I get to check the box now. I haven't even had my trial yet, but I am guilty of being a criminal because

when you check the box all they ask for is have you been charged with a crime? They don't ask if you have been found guilty. They don't ask any of that. Have you been charged with a crime? You check it and at that point they can take that application and flip it. If I was twenty years old as I was trying to explain to Mr. Roberts, because he said they don't have felonies at Municipal Court. But they do have is the track to felony. Once you get that misdemeanor you have to check that box. Now you can't get a job. If you can't get a job, guess what, you are going to go out and do something. And guess who the people are that are going to go out and do the something. Remember the A students are going to go away. The B and C students are going to look for the best opportunity out of bad opportunities. They are the ones that he can't pull from to find a police officer. That is the deal folks. You set this up and if you do go down to Municipal Court you will see it, if you go down and check. So that is all I needed to say, thank you very much.

Mr. Vincent: Thank you Mr. Jones. We appreciate the information. Is there anything else from Council?

Mr. Roberts stated just as a point of clarification. I did not inform Mr. Jones it wasn't the place to discuss it. I informed him it was beyond the purview of that committee and that we had no reach into the judicial system and that it wasn't the place to discuss it. That is all I have to say.

Mr. Vincent: Thank you, Mr. Roberts. Is there anything else from Council? I will entertain a motion to adjourn.

Mr. Roberts moved to adjourn. It was seconded by Mrs. Osborn.

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

A voice vote was taken with all present in favor. None were opposed. Mr. Baker and Mrs. Gentry were absent.
Motion carries. The meeting adjourned about 7:50 p.m.

ZANESVILLE - MUSKINGUM COUNTY
PORT AUTHORITY
www.zmcport.com

RECEIVED
MAR 25 2016
CLERK OF COUNCIL

March 23, 2016

Honorable Members of Council
401 Market Street
Zanesville, OH 43701

Re: Tax Incentive Review Council recommendations

I am submitting the recommendations of the Tax Incentive Review Council for your approval. The Council recommended for the Council to continue all of the existing Enterprise Zone agreements.

Please forward a copy of your minutes to our office to include with our report to the Ohio Department of Development.

Sincerely,

Matt Abbott
Executive Director

205 North Fifth Street • Zanesville, OH 43701 • info@zmcport.com
740-455-0742 • 1-800-988-4388 • 740-452-9703 Fax

City of Zanesville Enterprise Zone
Tax Incentive Review Council
Annual Meeting
Tuesday, March 22, 2016
Muskingum County Welcome Center

MINUTES

Call to order by Debra Nye, Muskingum County Auditor

Introduction of members present; Jay Bennett, Commissioner Cindy Cameron, Darrel Cubbison, Ty Dierkes, William Harbron, Rhonda Heskett, Sheila Samson, Jody Spencer, Mayor Jeff Tilton, Mike Young, Debra Nye, Tina Huebner, Matt Abbott and Amy Young.

2 Agreements in Compliance
Time Warner
Worthington Foods, Inc.

1 Agreement Out of Compliance
Economy Linen and Towel Service is short on their job retention commitment. Reported 100 FT employees, which is about 65% of their commitment of 152 FT jobs. Jim Buchbinder, Economy's VP of Operations, spoke at the meeting and explained that they have lost several significant contracts to non-profit companies in Columbus. They are actively working to re-grow their business locally, and since the first of the year have gained three new hospital contracts. Economy is committed to hiring FT employees, and has plans to hire at least ten additional employees in the coming months. They are actively advertising for driver's and laundry employees. He is confident that by next year Economy will have grown.
Moved to continue by Rhonda Heskett, Seconded by Mayor Jeff Tilton
Motion Carried

Debra Nye reported on the TIF's, CRA's and the County Auditor's report.

Meeting adjourned.

Department of Public Service
Jay D. Bennett, Director

RESOLUTION NO. 16- 41
INTRODUCED BY COUNCIL

A RESOLUTION AUTHORIZING THE PROPER CITY OFFICIAL TO APPLY FOR A BRINE WATER PERMIT THROUGH THE OHIO DEPARTMENT OF NATURAL RESOURCES DIVISION OF MINERAL RESOURCE MANAGEMENT.

WHEREAS, the City of Zanesville Street Division currently utilizes a liquid brine solution, which is purchased for winter ice control; and

WHEREAS, in accordance with guidelines provided in Ohio Revised Code Section 1509.226, upon passage of a resolution and approval from ODNR's Division of Mineral Resources Management, municipalities may utilize oil well brine for deicing; and

WHEREAS, local oil well brine may be obtained at much lower cost than the manufactured brine, thus realizing a savings to the Street Division budget.

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

SECTION 1: The proper city official is authorized to apply to ODNR Division of Mineral Resources for a brine water permit for winter ice control.

SECTION 2: The permit is valid for a three-year period upon approval by Zanesville City Council.

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

THIS LEGISLATION APPROVED AS TO FORM

_____
Jeff Tilton, Mayor

_____
Law Director's Office

Paul DuBeck Jr.,
City Treasurer

RECEIVED
APR 05 2016
CLERK OF COUNCIL

ORDINANCE NO. 16-42
INTRODUCED BY COUNCIL

AN ORDINANCE DESIGNATING CERTAIN BANKING INSTITUTIONS AS ELIGIBLE CITY DEPOSITORIES FOR THE FIVE YEAR PERIOD BEGINNING JUNE 1, 2016 AND EXPIRING MAY 31, 2021 AND DECLARING AN EMERGENCY.

WHEREAS, the City of Zanesville is required to designate eligible public depositories pursuant to O.R. C. 135.12; and

WHEREAS, the City of Zanesville has received applications to be designated as a public depository from six local banking institutions; and

WHEREAS, eligible depositories need to be selected and the Request For Proposals (RFP) are to be sent to the approved depositories for the selection process to begin which cannot be more than 30 days prior to the contract expiring, in accordance with the Ohio Revised Code (O.R.C.) 135.12 and the selection process must be complete prior to June 1, 2016. Emergency passage of this Ordinance is necessary so the process may start immediately and be completed in a timely manner.

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

SECTION ONE: That the following named institutions are hereby designated as public depositories for the City of Zanesville for the type of deposits indicated, in the maximum amount indicated after each said name, for a period of five years commencing June 1, 2016.

Name of Institution	*Type of Funds*	*Maximum Amount*
Century National Bank, Division of Park National Bank	Active	$40,000,000.00
	Interim	$10,000,000.00
	Inactive	$25,000,000.00
The Community Bank	Active	$8,000,000.00
	Interim	$0.00
	Inactive	$8,000,000.00
The Huntington National Bank	Active	$5,000,000.00
	Interim	$5,000,000.00
	Inactive	$5,000,000.00
People's Bank, National Association	Active	$25,000,000.00
	Interim	$5,000,000.00
	Inactive	$10,000,000.00
PNC Bank, National Association	Active	$10,000,000.00
	Interim	$10,000,000.00
	Inactive	$0.00
North Valley Bank	Active	$5,000,000.00
	Interim	$0.00
	Inactive	$0.00

SECTION TWO: The rates of interest for said deposits shall be determined by separate quotation prior to any actual deposit of funds. Each institution named above, prior to receiving any deposits shall comply with the security provisions of Chapter 135 of the Revised Code. The memorandum of agreement for the deposit of public funds for each designated depository shall be held on file with the office of the clerk of council. The authorization for entering into an agreement for provision of banking and cash management services for the active deposits of the City shall be made by separate ordinance.

SECTON THREE: 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 or more members of Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor. Otherwise, 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

_____
Mayor Jeff Tilton

This legislation approved as to form:

_____
Law Director's Office

Department of Public Service
Jay D. Bennett, Director

ORDINANCE NO. 16 - 43
INTRODUCED BY COUNCIL

AN ORDINANCE AUTHORIZING AN ENCROACHMENT OF A CITY RIGHT-OF-WAY.

WHEREAS Dana Kelley has built an attachment of a porch-deck to his property at 265 Taylor Street; and

WHEREAS, said porch-deck encroaches in the City's right-of-way on Taylor Street; and

WHEREAS, the City has no objection to allowing said encroachment, as it is not logical to have the porch-deck demolished and is currently not problematic to the City or its vehicles.

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

SECTION 1: The City acknowledges that there is an encroachment on the City's public right-of-way located in the street at 265 Taylor Street, parcel 85-34-01-18-000, in the City of Zanesville.

SECTION 2: The City shall allow such encroachment of the property in accordance with the property record card provided in Attachment A.

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

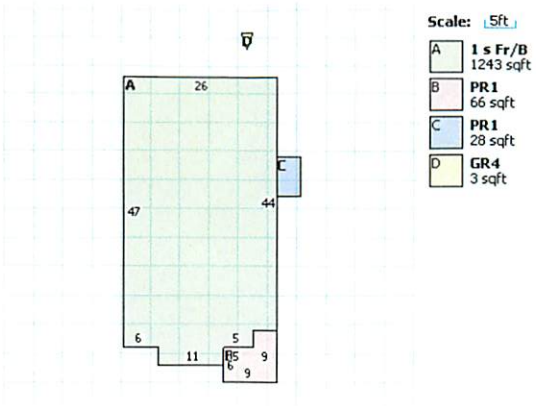
APPROVED: _____, 2016

_____
Jeff Tilton, Mayor

THIS LEGISLATION APPROVED AS TO FORM

_____
LAW DIRECTOR'S OFFICE

Muskingum County, Ohio - Property Record Card
Parcel: 85-34-01-18-000
Card: 1



GENERAL PARCEL INFORMATION

Owner	KELLEY DANA S
Property Address	265 E TAYLOR ST
Mailing Address	3406 MILES RUN RD PO BOX 725 DRESDEN OH 43821
Land Use	511 - SINGLE FAMILY DWLG UNPLAT 0-09
Legal Description	R 7 TP 1 QR 3 50 X 150 ADJ GLEN OAKS SUB 267 TAYLOR ST .17A

VALUATION

	Appraised	Assessed
Land Value	$11,700.00	$4,100.00
Improvements Value	$58,600.00	$20,510.00
CAUV Value	$0.00	$0.00
Taxable Value	$24,610.00	
Annual Tax (w/o delinquencies)	$1,024.42	

RESIDENTIAL

Building Style	CONVENTIONAL	Full Baths	1
Year Built	1950	Half Baths	0
Stories	1	Basement	FULL BASEMENT
Finished Area	1243	Finished Basement Area	0
First Floor Area	1243	Heating	HEAT
Half Floor Area	0	Cooling	NONE
Upper Floor Area	0	Exterior Wall	WD/ALM
Rooms	5	Attic	NONE
Bedrooms	3	Number of Fireplace Openings	0
Family Rooms	0	Number of Fireplace Stacks	0

LAND

Land Type	Acreage	Depth	Frontage	Depth	Value
L1 - Front Lot Entry	0.1722	150	50	0	11660

ADDITIONS

Description	Area	Year Built	Value
PR1 - Porch Frame -	66	0	$2,340.00
PR1 - Porch Frame -	28	0	$1,340.00
GR4 - Garage Basement	0	0	$0.00

IMPROVEMENTS

AGRICULTURAL

Land Type	Land Usage	Soil Type	Acres	Value

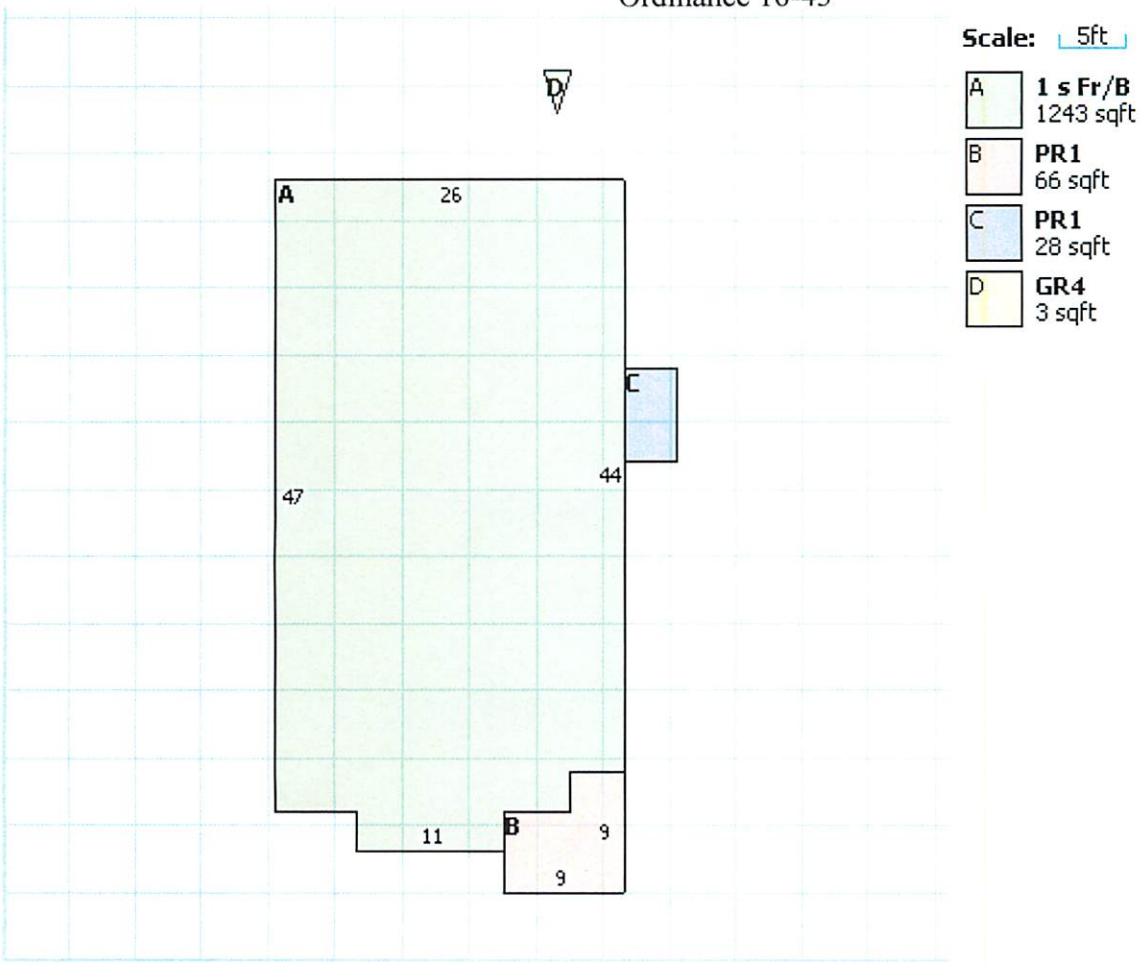
SALES

Date	Buyer	Seller	Price
9/2/2003	KELLEY DANA S	KENLEY MILDRED E	73000
7/21/1997	KENLEY MILDRED E	KENLEY JAMES E	0
10/1/1982	KENLEY JAMES E	Unknown	25000

COMMERCIAL

Ordinance 16-43

Ordinance 16-43



Ordinance 16-43

265 TAYLOR

Sep 10, 2015 2:41:37 PM

Sep 10, 2015 2:41:39 PM

Sep 19, 2015, 2:44:19 PM

Department of Public Service
Jay D. Bennett, Director

ORDINANCE NO. 16-44
INTRODUCED BY COUNCIL

AN ORDINANCE AUTHORIZING THE PROPER CITY OFFICIAL TO ENTER INTO A CONTRACT FOR THE PURCHASE OF A VEHICLE FOR THE DEPARTMENT OF PUBLIC SERVICE STREET DIVISION BY STATE PURCHASE AGREEMENT, AND DECLARING AN EMERGENCY.

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

WHEREAS, the Street Division's current dump truck is a 1997 GMC 7500 dump truck and has reached its useful life and needs replaced; and

WHEREAS, the vehicle to be purchased is listed below:

STREET DIVISION

1. New single axle dump truck, equipped with Henderson equipment (quantity 1) Not to exceed $141,397.00 from line item 202.6951.54430.

WHEREAS, pricing for the dump truck is current only until April 29, making this a time-sensitive purchase.

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 contract for the purchase of a dump truck for the Street Division via the State Purchase Plan quoted in the amount listed above.

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

State Bid quote

Dave Hibner <davehibner@bright.net>

Wed 1/20/2016 10:15 AM

To:maintenance <maintenance@coz.org>;

4 attachments

Dave.vcf; Zanesville --ODOT SA 1-15-16.docx; ZANESVILLE CITY Henderson Quote 1-15-16.pdf; Zanesville 1-19-16 ODOT quote.doc;

Good morning Russ,

I have attached a new State Bid quote for you, if you have any questions please contact me.

Thank you!

Best regards,

Dave Hibner/ Sales Manager
Kinstle Sterling Western Star Truck Center
1770 Wapak-Fisher Road, P.O. Box 1986
Wapakoneta, Ohio 45895
office 419-738-9684 cell 419- 230-9684
davehibner@bright.net
www.kinstletruckcenter.com

Ordinance 16-44

Sterling/Western Star Truck Center

1770 Wapak Fisher Rd., P.O. Box 1986
Wapakoneta, OH 45895
Phone: (419) 738-9684 Fax: (419) 738-2370
E-mail: davehibner@bright.net
www.kinstletruckcenter.com

January 19, 2016

City of Zanesville
401 Market St.
Zanesville, Ohio 43701

Attn: Chad / Russ

RE: Truck Quote

Sterling/Western Star Truck Center is pleased to quote the following attached Western Star Chassis as part of a CO-OP 044-15 purchase plan governed by ORC section 9:48:, Equipped with Henderson equipment.

2017 Western Star 4700 SB single axle with Cummins ISL 9L 330 HP @1000 Torque

Western Star Chassis	$ 85,987.00 ea
Henderson Equipment	55,410.00
Complete unit	**$141,397.00 ea**

*All standard warranties apply.

If I can be of further service please give me a call at 419-738-9684, Thank You!

Best regards,

David Hibner
Sales Manager

Accepted By:

_____

_____

Date _____

Henderson
Truck Equipment-Ohio

Is pleased to present you with the following quote

CITY OF ZANESVILLE
SINGLE AXLE PACKAGE
QUOTE NUMBER 1152016

1-15-2016

HENDERSON TRUCK EQUIPMENT IS A DIVISION OF HENDERSON MANUFACTURING AND THUS ALLOWS US THE ABILITY TO FOCUS ON A SPECIFIC PRODUCT LINE, HENDERSON. OUR OHIO FACILITY ONLY INSTALLS HENDERSON PRODUCTS AND THEREFORE WE ARE ABLE TO OFFER A SUPERIOR INSTALLATION AND SERVICE TO OUR CUSTOMERS.

DUMP BODY

- HENDERSON MODEL MARK E 11' STAINLESS STEEL DUMP BODY
- CROSSMEMBERLESS-UNIBODY DESIGN
- 2B STAINLESS STEEL
- SLOPED LOWER DIRT SHEDDING RUB RAIL.
- 10' LONG
- 7' WIDTH
- 36" SIDES
- 44 " AIR TAILGATE WITH LIFT HOOK (D-RING)
- (2) HORIZONTAL BRACES ON TAILGATE
- COAL DOOR IN TAILGATE
  ¼" AR400 STEEL FLOOR 200,000 PSI
- SLOPED BOX TOP RAIL
- (2) HORIZONTAL VEE CRIMP SIDE BRACES
- 8" REAR APRON
- FULL DEPTH REAR CORNER POST
- 4" SIDE TO FLOOR RADIUS
- ONE PIECE FRONT CORNER POST
- 22" X 86" CAB SHIELD FULLY WELDED
- WALK RAILS/STEP OVER LADDER
- HENDERSON STAINLESS STEEL PULL OUT LADDER
- ALL LED FMVSS # 108 MARKER LIGHTS
- INSTALLED AND NOT PAINTED

HOIST

- HENDERSON MODEL CS FRONT TELESCOPIC MAILHOT HOIST
- 29 TON CAPACITY
- 12" DOGHOUSE IN-FRONT OF BODY
- 9" MOUNTING HEIGHT
- FULL DOUBLE ACTING HOIST
- GREASEABLE REAR PINS
- INSTALLED

- BODY AND HOIST INSTALLED 100% TO YOUR SPECIFICATIONS-NO EXCEPTIONS

SNOW PLOW HITCH

- HENDERSON MODEL HFF-LP –QCC FRONT FRAME SNOW PLOW HITCH
- HENDERSON MODEL 2-1/2" DROP PIN QUICK HITCH
- HENDERSON FULL 5/8" STEEL SIDE PLATES
- OEM BUMPERS
- 5 POSITION TELESCOPING LIFT ARM
- 4" DOUBLE ACTING LIFT CYLINDER
- SANDBLASTED AND PRIMED
- PAINTED AND INSTALLED
- SNOW PLOW HITCH INSTALLED 100% TO YOUR SPECIFICATIONS-NO EXCEPTIONS

SNOW PLOW

- HENDERSON MODEL RSP 11' X 42" SNOW PLOW
- STAINLESS STEEL MOLDBOARD POWDER COATED YELLOW
- TRIP EDGE MOLDBOARD
- HEAVY PUSH FRAME
- RUBBER SNOW SHIELD
- INTERGRAL SHIELD
- ADJUSTABLE TRIP SPRINGS
- PARKING JACK
- INSTALLED

SPREADER

- HENDERSON MODEL TGS 304 STAINLESS STEEL SPREADER
- 6" AUGER WITH DIRECT DRIVE
- ¼" END PLATES
- ¼" IN DROP PORT
- EASY EMPTY CLEAN OUT PAN
- STAINLESS STEEL TAILGATE FINS
- 18" POLY SPINNER DISC
- ALL 304 STAINLESS STEEL MOUNTING HARDWARE
- INSTALLED 100% TO YOUR SPECIFICATIONS-NO EXCEPTIONS

ELECTRICAL SYSTEM

- WHELEN LED SYSTEM
- (2) LED AMBER STROBES MOUNTED IN CAB SHIELD IN STAINLESS STEEL BOXES FACING FORWARD
- (2) LED AMBER LIGHTS CUT INTO REAR POST
- (2) LED BACK UP LIGHTS CUT INTO REAR POST
- (2) LED STOP/TAIL/TURN CUT INTO REAR POST
- (2) 4" LED SPINNER LIGHT
- MODEL SK-10 BODY UP LIGHT
- WHELEN BACK UP ALARM

- ALL ONE PIECE WIRING FROM POWER SOURCE TO ELECTICAL ITEM
- ALL WIRING WILL BE PROPERLY RAN TO AVOID SHARP EDGES AND PINCH POINTS
- ALL WIRING WILL BE PROPERLY FUSED
- FACTORY REAR CHASSIS LIGHTS TO BE REINSTALLED
- HENDERSON PDP POWER DISTRIBUTION CENTER
- ALL LED FMVSS # 108 MARKER LIGHTS
- SNOW PLOW LIGHTS WITH STAINLESS STEEL BRACKETS
- ALL ONE PIECE WIRING WITH COPY OF WIRING SCHEMATIC

CENTRIAL HYDRAULIC SYSTEM

- CERTIFIED POWER AIR/LOAD SENSING SYSTEM
- SAUER DANFOSS PUMP WITH CONSTANT MESH WET SPLINE PTO
- CERTIFIED POWER SAUER DANFOSS CONTROL VALVE
- CONTROL VALVE TO RUN BODY/SNOW PLOW/SPREADER
- HENDERSON STEEL FLOOR PLATE
- CERTIFIED POWER MODEL FREEDOM 2.1 SPREADER CONTROL SYSTEM
- CERTIFIED POWER 35-GALLON STAINLESS STEEL OIL RESERVOIR
- ALL WEATHERHEAD"RHINO-GUARD" HOSES AND FITTING WITH STAINLESS STEEL QUICK COUPLERS
- ALL PRESSURE HOSES SAE 100R2
- ALL FITTING JIC STYLE
- STAINLESS STEEL REAR TUBES FOR SPREADER
- STAINLESS STEEL FRONT TUBES FOR SNOW PLOW
- INSTALLED 100% TO YOUR SPECIFICATIONS-NO EXCEPTIONS

MISCELLANEOUS

- CHROME EXHAUST ELBOW
- WOOD SIDE BOARDS PAINTED WHITE
- 3/4" PINTLE PLATE WITH 1" OFFSET DEE RINGS
- STAINLESS STEEL SHOVEL HOLDER
- FLEET ENG. POLY FENDERS WITH STAINLESS STEEL BRACKETS
- HENDERSON FULL REAR MUD FLAPS
- RED & WHITE REFLECTIVE TAPE BOTH SIDES AND TAILGATE
- CHASSIS AND UNDERSIDE OF BODY WILL BE UNDERCOATED

Ordinance 16-44

PRICE IS BASED OFF OF HENDERSON'S NJPA NATIONAL CONTRACT

LIST PRICE OF PACKAGE IS $79,157.00 MINUS 30% DISCOUNT IS BELOW PRICE

*****2 YEAR FULL WARRANTY ON ALL EQUIPMENT*****

**ALL MOUNTING 100% TO YOUR PERSONAL SPECIFICATIONS NO EXCEPTIONS*
**PREDELIVERY INSPECTION AT YOUR FACILITY PRIOR TO PAINT*
**WARRANTY WORK AND SERVICE WORK- HENDERSON TRUCK EQUIPMENT WILL PICK UP THE VEHICLE AND MAKE NECESSARY REPAIRS AND RETURN IN A TIMELY MANNER TO YOUR FACILITY.*

FULL PACKAGE INSTALLED $55,410.00 NET YOUR COST

HENDERSON TRUCK EQUIPMENT-OHIO

COLLIN SCHIFER-OHIO SALES REP.

SIGNED _____ TITLE _____

PO# _____ DATE _____

Department of Public Service
Jay D. Bennett, Director

ORDINANCE NO. 16 - 45
INTRODUCED BY COUNCIL

AN ORDINANCE AUTHORIZING THE PROPER CITY OFFICIAL TO ENTER INTO A LEASE WITH AK STEEL CORPORATION.

WHEREAS, for many years Armco Advanced Materials Company, aka AK Steel, has leased certain property to the City of Zanesville for recreation purposes at an annual rate of $1.00; and

WHEREAS, the administration has recommended renewing the lease as shown in Attachment A beginning June 1, 2016 and ending May 31, 2019.

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 lease with AK Steel Corporation, a copy of which is attached hereto as Exhibit A.

SECTION 2: 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

N

AK STEEL LEASE EXHIBIT

CITY OF ZANESVILLE

APPROXIMATE LEASE AREAS

EXISTING: 26 Acres

PROPOSED: 42 Acres

0 50 100 200 300 400 Feet

LEASE

THIS INSTRUMENT OF LEASE ("LEASE") WITNESSETH: That AK Steel Corporation with an office and place of business at Zanesville, Ohio (the "LESSOR"), in consideration of the rents and covenants hereinafter stipulated to be paid and performed by the City of Zanesville, Ohio (the "LESSEE"), does hereby grant, demise, let, and lease unto the said Lessee the following described premises:

Situated in the State of Ohio, County of Muskingum, and Falls Township, and bounded as follows:

Being parts of Taylor's Second Addition of the City of Zanesville Plat Book 2, Page 4 and part of Riverdale, Plat Book 2, Page 124 as recorded at the Muskingum County Recorder's Office. Beginning at southwest corner of Lot 7 of Riverdale which is also the intersection of the north right-of-way line of West Monroe Street and the east right-of-way line of Garden Street, thence in a northeasterly direction following the east right-of–way line of Garden Street approximately 447.3' to the northwest corner of Lot 52 of Riverdale, thence turning 90° in a northwesterly direction crossing the vacated portion of Garden Street to the southeast corner of Lot 21 of Riverdale. Thence following the southwest property line of said Lot 21 to the southwest corner of Lot 21 which is also to the east right-of-way line of Edge Street (formerly Hill Street). Thence following the east right-of-way line of Edge Street to the south right-of-way line of Van Horn Street, thence continuing across the public right-of-way of Van Horn Street along the east right-of-way of Edge Street, if extended, to the north right-of-way line of Van Horn Street to a fence located approximately at the southwest corner of parcel 85-13-01-01-000 currently owned by Armco Inc. as recorded in Deed Book 577, Page 865 of the Muskingum County Recorder's Office. Thence in a southeasterly direction following said fence to a point on the east property line of parcel 17-65-03-03-000 owned by Armco Inc. which is also the west property line of the Ohio Central Railroad (formerly the Wheeling & Lake Erie Railroad). Thence following the east property line of parcel 85-13-01-01-000 (west property line of the Ohio Central Railroad) in a southerly direction to the south corner of said parcel, thence following the southern line of said parcel in a westerly direction to the southwest corner of said parcel which is also the southeast corner of a vacated alley

as shown on the aforementioned plat of Riverdale. Thence crossing said vacated alley to the southeast corner of Lot 7 of Riverdale, thence following the south property line of Lot 7 to the southwest corner of said Lot and the point of beginning, subject to all legal highways, streets, zoning rights, and ordinances.

TO HAVE AND TO HOLD the same with the appurtenances unto the said Lessee for and during the term of three (3) years from the 1st day of June 2016, until the 31st day of May 2019, subject to the right of cancellation and termination as hereinafter provided.

Yielding and paying herefore, during the term aforesaid, the yearly rent of one dollar ($1.00) payable in advance at the office of the Lessee located at 1724 Linden Avenue, Zanesville, OH.

And said Lessee does hereby covenant and agree with said Lessor as follows:

1. That the Lessee will pay said rent at the time and place and in the manner aforesaid;
2. That the Lessee will pay any and all charges, taxes, and bills for or related to any water supply or use, sewer and/or other disposal service, gas, electric current, and/or any other utilities or improvements, which may be assessed or charged against the occupants of said premises at any time during the term of this Lease or any extension thereof;
3. That the Lessee will use and occupy said premises in a careful, safe, and proper manner; will carefully control and guard all fires that may be operated therein; will keep all sewer connections free from obstructions, and will otherwise keep said premises in a safe and sanitary condition at any and at all times during the term of this Lease or any extension thereof;
4. That the Lessee will not commit or suffer any waste therein;
5. That the Lessee will not use or occupy said premises for any unlawful purpose; and that the Lessee will conform to and obey any and all present and future laws, ordinances, rules, regulations, requirements, and orders of the United States of America, the State of Ohio, the Township of Falls, or any other governmental authority(ies) or agency(ies), respecting said premises and/or the use and/or occupation thereof; and that the Lessee will use and occupy said premises for recreational purposes only, and the recreation under consideration being City Recreational League Softball and Biddy League Football;

6. That the Lessee will not assign this Lease, underlet said premises, nor any part thereof, without the prior specific written consent of said Lessor;
7. That the Lessee will not use or occupy said premises, or permit the same to be used or occupied, for any other purposes;
8. That the Lessee will make no changes in, or to, said premises without the prior specific
9. That the Lessee will permit said Lessor, or agents of the Lessor, to enter upon said premises, at all reasonable times, to examine the condition of the same;
10. The Lessee will be responsible for dust control;
11. That the Lessee will surrender and deliver to Lessor said premises at the end of said term, in as good order and condition as the same now are, or may be put by said Lessor, reasonable use and unavoidable casualty excepted;
12. That any failure of the Lessor to enforce any right(s) or seek any remedy(ies) upon any default(s) of the Lessee with respect to the obligations of the Lessee hereunder, or any of them, shall not prejudice or affect any right(s) or remedy(ies) of the Lessor in the event of any subsequent default of the Lessee;

Provided, however, that if said rent, or any part thereof, shall at any time be in arrears and unpaid, and without any demand being made therefore, or if said Lessee shall fail to keep and perform any of the covenants, agreements, provisions, terms, or conditions of this Lease, on the part of the Lessee to be kept and performed, or if said Lessee shall abandon or vacate said premises during the term hereof, it shall be lawful for the said Lessor to enter into said premises, and again have, repossess, and enjoy the same as if this Lease had not been made, and thereupon this Lease and everything herein contained on the part of said Lessor to be done and performed shall cease, determine and be utterly void, without prejudice, however, to any of the Lessor's rights of action for breach of covenant, or for any other legal and/or equitable remedy(ies). The commencement of a proceeding or suit in forcible entry and detainer or in ejectment, or otherwise, after any default by the Lessee shall be equivalent in every respect to actual entry by the Lessor.

And provided further, that if said premises, or any part thereof, shall be taken in appropriation proceedings or by any right of eminent domain, then this Lease shall terminate and be utterly void from the time when possession thereof is required for the public use, and such taking shall not operate as, or be deemed an eviction of, the Lessee or a breach of the Lessor's covenant for quiet enjoyment; but the

Lessee shall pay all rent due, and perform and observe all other covenants hereof, up to the time when possession is required for public use. In no event shall the Lessee be entitled to any part of any award of damages or compensation for any such taking of the premises, but the Lessor shall receive the entire amount thereof without deduction for any estate or interest of the Lessee.

And if Lessor hereby covenants and agrees with said Lessee that so long as said Lessee on a timely basis both pays the rents and keeps and performs in full all of the covenants of this Lease on the part of the Lessee to be kept and performed, said Lessee shall peaceably and quietly hold, occupy, and enjoy said premises during said term, without hindrance or molestation by said Lessor or any person or persons lawfully claiming under said Lessor.

It is mutually covenanted and agreed by and between the said Lessor and said Lessee that as an essential condition to this Lease, this Lease and the term hereof may be cancelled and terminated at any time for any reason, by either party hereto giving to the other party hereto notice of intent to cancel and terminate this Lease, which notice must be given at least sixty (60) days in advance of the effective date of said cancellation and termination. No liability or other obligation of any kind or nature of either party to the other under or pertaining to this Lease shall arise from or because of any such cancellation or termination or subsequent thereto.

From and after the date of the commencement of the term of this Lease, the Lessee shall and will hold the Lessor harmless against any and all claims, demands, causes of action, and/or expenditures related to any damages, losses, costs (including but not limited to reasonable attorney fees), expenses, claims and/or actual or alleged liabilities arising after the commencement of the term of this Lease, and from any and all suits or actions, including also by way of example and not limitation any and all orders, decrees, or judgments which may be entered therein and any and all consequences thereof, brought for or based upon any damages or alleged damages or any actual or alleged injury(ies) to any person(s) or property or any loss of life, sustained in or about the said leased premises by any person(s) or entity(ies) whatsoever.

The Lessee shall indemnify and save and hold harmless the Lessor from and against any and all claims rising from the conduct or management of, or from any work or thing whatsoever done or permitted by Lessee, in or about the demised premises during said term, or arising from any active or

passive act or negligence or misconduct of the Lessee or of any of the Lessee's employees, agents or contractors, or arising from any accident, injury, or damage, to any person(s) and/or other entity(ies), or to any property of any person(s) and/or other entity(ies), during said term, or any action or proceeding brought thereon; and in case of any action or proceeding brought thereon, and in case of any action or proceeding being brought against the Lessor by reason of any such claim or other matter, the Lessee on notice from the Lessor, shall at its own expense, resist and defend such claim, action, or proceeding by appropriate legal counsel and timely pay in full any and all resulting costs, losses, settlements, awards, and interest.

Under the terms of this Lease, the Lessee is required at all times during the term of this Lease, and any extension hereof, to provide and maintain at least the follow Comprehensive General Liability Insurance:

1. Bodily Injury: Not less than $1,000,000 for liabilities arising out of bodily injuries to, or death of, one or more persons in one occurrence.
2. Property Damage: Not less than $1,000,000 for liabilities arising out of injuries to, or destruction of, property in any one occurrence.
3. Contractual Liability Insurance: Covering the liability assumed by the Lessee under the indemnity clauses above.
4. AK Steel Corporation shall be a Named Insured, against who any and all subrogation is waived, with respect to any liability arising out of, or in connection with, the Lease or the leased premises during the term thereof.

In order to provide evidence of insurance satisfactory to Lessor, the Lessee must furnish Lessor a Certificate of Insurance providing at least the limits indicated above. The Certificate must also contain the following clauses:

> "It is agreed that this insurance specifically covers the liability assumed by the insured under a lease with AK Steel Corporation.
> It is further agreed that AK Steel Corporation is a Named Insured with respect to any liability arising out of, or in connection with, the Lease or the leased premises during the term thereof.

In the event of material change in, or cancellation of, this insurance, at least thirty (30) days notice thereof will be furnished AK Steel Corporation prior to the effective date of such change or cancellation."

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands this _____ day of _____, 2016.

By: _____
AK STEEL CORPORATION

By: _____
CITY OF ZANESVILLE

Department of Public Service
Jay D. Bennett, Director

RECEIVED
APR 06 2016
CLERK OF COUNCIL

ORDINANCE NO. 16 - 46
INTRODUCED BY COUNCIL

AN ORDINANCE AUTHORIZING THE PROPER CITY OFFICIAL TO ENTER INTO A LEASE AGREEMENT OF A STREET SWEEPER FOR THE DEPARTMENT OF PUBLIC SERVICE STREET DIVISION THROUGH STATE PURCHASE AGREEMENT, AND DECLARING AN EMERGENCY.

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

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

WHEREAS, the Street Division's street sweeper has reached its useful life and needs to be replaced; and

WHEREAS, demonstrations were provided for staff, and the best choice for the City's needs was through Southeastern Equipment Co.; and

WHEREAS, by leasing one of the remaining 2015 (Tier 3) models, the City will save an estimated $10,000 over the term of the lease, as compared to a 2016 (Tier 4) model; and

WHEREAS, the City of Zanesville has been issued a MS4 Storm Water Permit which requires the City to perform Best Management Practices in prevention of debris from entering its storm water collection system, thereby allowing the cost of the sweeper to be shared equally between the City's Storm Sewer Fund #608 and the Auto Gas Fund #202; and

WHEREAS, pricing for the street sweeper is current only until April 29, making this a time-sensitive purchase.

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 an agreement in substantially the same form as Attachment A for the lease of a 2015 Schwarze A70000 Regenerative Air Sweeper from Southeastern Equipment Co., Inc., for the Street Division via state purchase plan.

SECTION 2: The term of the lease shall be for a period of five years, with an annual lease payment of $31,642.17, with a guaranteed buyback value of $70,000.

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

PLEASE NOTE: This Sample contract, presented upon your request, may or may not contain the same language as the contract proposed after credit approval is obtained. As such, no negotiation of contract terms will occur until after credit approval and issuance of formal contract.

GOVERNMENT OBLIGATION CONTRACT

Obligor **Obligee**

Dated as of

This Government Obligation Contract dated as of the date listed above is between Obligee and Obligor listed directly above. Obligee desires to finance the purchase of the Equipment described in Exhibit A to Obligor and Obligor desires to have Obligee finance the purchase of the Equipment subject to the terms and conditions of this Contract which are set forth below.

I. Definitions

Section 1.01 Definitions. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"Additional Schedule" refers to the proper execution of additional schedules to Exhibit A and Exhibit B, as well as other exhibits or documents that may be required by the Obligee all of which relate to the financing of additional Equipment.

"Budget Year" means the Obligor's fiscal year.

"Commencement Date" is the date when Obligor's obligation to pay Contract Payments begins.

"Contract" means this Government Obligation Contract and all Exhibits attached hereto, all addenda, modifications, schedules, refinancings, guarantees and all documents relied upon by Obligee prior to execution of this Contract.

"Contract Payments" means the payments Obligor is required to make under this Contract as set forth on Exhibit B.

"Contract Term" means the Original Term and all Renewal Terms.

"Exhibit" includes the Exhibits attached hereto, and any "Additional Schedule", whether now existing or subsequently created.

"Equipment" means all of the items of Equipment listed on Exhibit A and any Additional Schedule, whether now existing or subsequently created, and all replacements, restorations, modifications and improvements.

"Government" as used in the title hereof means a State or a political subdivision of the State within the meaning of Section 103(a) of the Internal Revenue Code of 1986, as amended ("Code"), or a constituted authority or district authorized to issue obligations on behalf of the State or political subdivision of the State within the meaning of Treasury Regulation 1.103-1(b), or a qualified volunteer fire company within the meaning of section 150(e)(1) of the Code.

"Obligee" means the entity originally listed above as Obligee or any of its assignees.

"Obligor" means the entity listed above as Obligor and which is financing the Equipment through Obligee under the provisions of this Contract.

"Original Term" means the period from the Commencement Date until the end of the Budget Year of Obligor.

"Renewal Term" means the annual term which begins at the end of the Original Term and which is simultaneous with Obligor's Budget Year and each succeeding Budget Year for the number of Budget Years necessary to comprise the Contract Term.

"State" means the state in which Obligor is located.

II. Obligor Warranties

Section 2.01 Obligor represents, warrants and covenants as follows for the benefit of Obligee or its assignees:

(a) Obligor is an "issuer of tax exempt obligations" because Obligor is the State or a political subdivision of the State within the meaning of Section 103(a) of the Internal Revenue Code of 1986, as amended, (the "Code") or because Obligor is a constituted authority or district authorized to issue obligations on behalf of the State or political subdivision of the State within the meaning of Treasury Regulation 1.103-1(b), or a qualified volunteer fire company within the meaning of section 150(e)(1) of the Code.

(b) Obligor has complied with any requirement for a referendum and/or competitive bidding.

(c) Obligor has complied with all statutory laws and regulations that may be applicable to the execution of this Contract; Obligor, and its officer executing this Contract, are authorized under the Constitution and laws of the State to enter into this Contract and have used and followed all proper procedures of its governing body in executing and delivering this Contract. The officer of Obligor executing this Contract has the authority to execute and deliver this Contract. This Contract constitutes a legal, valid, binding and enforceable obligation of the Obligor in accordance with its terms.

(d) Obligor shall use the Equipment only for essential, traditional government purposes.

(e) Should the IRS disallow the tax-exempt status of the interest portion of the Contract Payments as a result of the failure of the Obligor to use the Equipment for governmental purposes, or should the Obligor cease to be an issuer of tax exempt obligations, or should the obligation of Obligor created under this Contract cease to be a tax exempt obligation for any reason, then Obligor shall be required to pay additional sums to the Obligee or its assignees so as to bring the after tax yield on this Contract to the same level as the Obligee or its assignees would attain if the transaction continued to be tax-exempt.

(f) Obligor has never non-appropriated funds under a contract similar to this Contract.

(g) Obligor will submit to the Secretary of the Treasury an information reporting statement as required by the Code.

(h) Upon request by Obligee, Obligor will provide Obligee with current financial statements, reports, budgets or other relevant fiscal information.

(i) Obligor shall retain the Equipment free of any hazardous substances as defined in the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 et. seq. as amended and supplemented.

(j) Obligor hereby warrants the General Fund of the Obligor is the primary source of funds or a backup source of funds from which the Contract Payments will be made.

(k) Obligor presently intends to continue this Contract for the Original Term and all Renewal Terms as set forth on Exhibit B hereto. The official of Obligor responsible for budget preparation will include in the budget request for each Budget Year the Contract Payments to become due in such Budget Year, and will use all reasonable and lawful means available to secure the appropriation of money for such Budget Year sufficient to pay the Contract Payments coming due therein. Obligor reasonably believes that moneys can and will lawfully be appropriated and made available for this purpose.

(l) Obligor has selected both the Equipment and the vendor(s) from whom the Equipment is to be purchased upon its own judgment and without reliance on any manufacturer, merchant, vendor or distributor, or agent thereof, of such equipment to the public.

(m) Obligor owns free and clear of any liens any additional collateral pledged, subject only to the lien described herein; Obligor has not and will not, during the Contract Term, create, permit, incur or assume any levies, liens or encumbrances of any kind with respect to the Equipment and any additional collateral except those created by this Contract.

Section 2.02 Escrow Agreement. In the event both Obligee and Obligor mutually agree to utilize an Escrow Account, then immediately following the execution and delivery of this Contract, Obligee and Obligor agree to execute and deliver and to cause Escrow Agent to execute and deliver the Escrow Agreement. This Contract shall take effect only upon execution and delivery of the Escrow Agreement by the parties thereto. Obligee shall deposit or cause to be deposited with the Escrow Agent for credit to the Equipment Acquisition Fund the sum of N/A, which shall be held, invested and disbursed in accordance with the Escrow Agreement.

III. Acquisition of Equipment, Contract Payments and the Purchase Option Price

Section 3.01 Acquisition and Acceptance. Obligor shall be solely responsible for the ordering of the Equipment and for the delivery and installation of the Equipment. Execution of the Certificate of Acceptance or, alternatively, Payment Request and Equipment Acceptance Form, by a duly authorized representative of Obligor, shall constitute acceptance of the Equipment on behalf of the Obligor.

Section 3.02 Contract Payments. Obligor shall pay Contract Payments exclusively to Obligee or its assignees in lawful, legally available money of the United States of America. The Contract Payments shall be sent to the location specified by the Obligee or its assignees. The Contract Payments shall constitute a current expense of the Obligor and shall not constitute an indebtedness of the Obligor. The Contract Payments, payable without notice or demand, are due as set forth on Exhibit B. Obligee shall have the option to charge interest at the highest lawful rate on any Contract Payment received later than the due date for the number of days that the Contract Payment(s) were late, plus any additional accrual on the outstanding balance for the number of days that the Contract Payment(s) were late. Obligee shall also have the option, on monthly payments only, to charge a late fee of up to 10% of the monthly Contract Payment that is past due.

Furthermore, Obligor agrees to pay any fees associated with the use of a payment system other than check, wire transfer, or ACH. Once all amounts due Obligee hereunder have been received, Obligee will release any and all of its rights, title and interest in the Equipment.

SECTION 3.03 Contract Payments Unconditional. Except as provided under Section 4.01,THE OBLIGATIONS OF OBLIGOR TO MAKE CONTRACT PAYMENTS AND TO PERFORM AND OBSERVE THE OTHER COVENANTS CONTAINED IN THIS CONTRACT SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF, OR SUBJECT TO DEFENSE OR COUNTERCLAIM.

Section 3.04 Purchase Option Price. Upon thirty (30) days written notice, Obligor shall have the option to pay, in addition to the Contract Payment, the corresponding Purchase Option Price which is listed on the same line on Exhibit B. This option is only available to the Obligor on the Contract Payment date and no partial prepayments are allowed. If Obligor chooses this option and pays the Purchase Option Price to Obligee then Obligee will transfer any and all of its rights, title and interest in the Equipment to Obligor.

Section 3.05 Contract Term. The Contract Term shall be the Original Term and all Renewal Terms until all the Contract Payments are paid as set forth on Exhibit B except as provided under Section 4.01 and Section 9.01 below. If, after the end of the budgeting process which occurs at the end of the Original Term or any Renewal Term, Obligor has not non-appropriated as provided for in this Contract then the Contract Term shall be extended into the next Renewal Term and the Obligor shall be obligated to make all the Contract Payments that come due during such Renewal Term.

Section 3.06 Disclaimer of Warranties. OBLIGEE MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR ANY OTHER WARRANTY WITH RESPECT TO THE EQUIPMENT. OBLIGEE IS NOT A MANUFACTURER, VENDOR OR DISTRIBUTER, OR AGENT THEREOF, OF SUCH EQUIPMENT; NOR IS OBLIGEE A MERCHANT OR IN THE BUSINESS OF DISTRIBUTING SUCH EQUIPMENT TO THE PUBLIC. OBLIGEE SHALL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE ARISING OUT OF THE INSTALLATION, OPERATION, POSSESSION, STORAGE OR USE OF THE EQUIPMENT BY OBLIGOR.

IV. Non-Appropriation

Section 4.01 Non-Appropriation. If insufficient funds are available in Obligor's budget for the next Budget Year to make the Contract Payments for the next Renewal Term and the funds to make such Contract Payments are otherwise unavailable by any lawful means whatsoever, then Obligor may non-appropriate the funds to pay the Contract Payments for the next Renewal Term. Such non-appropriation shall be evidenced by the passage of an ordinance or resolution by the governing body of Obligor specifically prohibiting Obligor from performing its obligations under this Contract and from using any moneys to pay the Contract Payments due under this Contract for a designated Budget Year and all subsequent Budget Years. If Obligor non-appropriates, then all obligations of the Obligor under this Contract regarding Contract Payments for all remaining Renewal Terms shall be terminated at the end of the then current Original Term or Renewal Term without penalty or liability to the Obligor of any kind provided that if Obligor has not delivered possession of the Equipment to Obligee as provided herein and conveyed to Obligee or released its interest in the Equipment by the end of the last Budget Year for which Contract Payments were paid, the termination shall nevertheless be effective but Obligor shall be responsible for the payment of damages in an amount equal to the amount of the Contract Payments thereafter coming due under Exhibit B which are attributable to the number of days after such Budget Year during which Obligor fails to take such actions and for any other loss suffered by Obligee as a result of Obligor's failure to take such actions as required. Obligor shall immediately notify the Obligee as soon as the decision to non-appropriate is made. If such non-appropriation occurs, then Obligor shall deliver the Equipment to Obligee as provided below in Section 9.04. Obligor shall be liable for all damage to the Equipment other than normal wear and tear. If Obligor fails to deliver the Equipment to Obligee, then Obligee may enter the premises where the Equipment is located and take possession of the Equipment and charge Obligor for costs incurred.

V. Insurance, Damage, Insufficiency of Proceeds

Section 5.01 Insurance. Obligor shall maintain both property insurance and liability insurance at its own expense with respect to the Equipment. Obligor shall be solely responsible for selecting the insurer(s) and for making all premium payments and ensuring that all policies are continuously kept in effect during the period when Obligor is required to make Contract Payments. Obligor shall provide Obligee with a Certificate of Insurance which lists the Obligee and/or assigns as a loss payee and an additional insured on the policies with respect to the Equipment.

(a) Obligor shall insure the Equipment against any loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Obligee in an amount at least equal to the then applicable Purchase Option Price of the Equipment. Alternatively, Obligor may insure the Equipment under a blanket insurance policy or policies.

(b) The liability insurance shall insure Obligee from liability and property damage in any form and amount satisfactory to Obligee.

(c) Obligor may self-insure against the casualty risks and liability risks described above. If Obligor chooses this option, Obligor must furnish Obligee with a certificate and/or other documents which evidences such coverage.

(d) All insurance policies issued or affected by this Section shall be so written or endorsed such that the Obligee and its assignees are named additional insureds and loss payees and that all losses are payable to Obligor and Obligee or its assignees as their interests may appear. Each policy issued or affected by this Section shall contain a provision that the insurance company shall not cancel or materially modify the policy without first giving thirty (30) days advance notice to Obligee or its assignees. Obligor shall furnish to Obligee certificates evidencing such coverage throughout the Contract Term.

Section 5.02 Damage to or Destruction of Equipment. Obligor assumes the risk of loss or damage to the Equipment. If the Equipment or any portion thereof is lost, stolen, damaged, or destroyed by fire or other casualty, Obligor will immediately report all such losses to all possible insurers and take the proper procedures to obtain all insurance proceeds. At the option of Obligee, Obligor shall either (1) apply the Net Proceeds to replace, repair or restore the Equipment or (2) apply the Net Proceeds to the applicable Purchase Option Price. For purposes of this Section and Section 5.03, the term Net Proceeds shall mean the amount of insurance proceeds collected from all applicable insurance policies after deducting all expenses incurred in the collection thereof.

Section 5.03 Insufficiency of Net Proceeds. If there are no Net Proceeds for whatever reason or if the Net Proceeds are insufficient to pay in full the cost of any replacement, repair, restoration, modification or improvement of the Equipment, then Obligor shall, at the option of Obligee, either (1) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds or (2) apply the Net Proceeds to the Purchase Option Price and pay the deficiency, if any, to the Obligee.

Section 5.04 Obligor Negligence. Obligor assumes all risks and liabilities, whether or not covered by insurance, for loss or damage to the Equipment and for injury to or death of any person or damage to any property whether such injury or death be with respect to agents or employees of Obligor or of third parties, and whether such property damage be to Obligor's property or the property of others (including, without limitation, liabilities for loss or damage related to the release or threatened release of hazardous substances under the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act or similar or successor law or any State or local equivalent now existing or hereinafter enacted which in any manner arise out of or are incident to any possession, use, operation, condition or storage of any Equipment by Obligor), which is proximately caused by the negligent conduct of Obligor, its officers, employees and agents.

Section 5.05 Indemnification. Obligor hereby assumes responsibility for and agrees to reimburse Obligee for all liabilities, obligations, losses, damages, penalties, claims, actions, costs and expenses (including reasonable attorneys' fees) of whatsoever kind and nature, imposed on, incurred by or asserted against Obligee that in any way relate to or arise out of a claim, suit or proceeding, based in whole or in part upon the negligent conduct of Obligor, its officers, employees and agents, or arose out of installation, operation, possession, storage or use of any item of the Equipment, to the maximum extent permitted by law.

VI. Title and Security Interest

Section 6.01 Title. Title to the Equipment shall vest in Obligor when Obligor acquires and accepts the Equipment. Title to the Equipment will automatically transfer to the Obligee in the event Obligor non-appropriates under Section 4.01 or in the event Obligor defaults under Section 9.01. In such event, Obligor shall execute and deliver to Obligee such documents as Obligee may request to evidence the passage of legal title to the Equipment to Obligee.

Section 6.02 Security Interest. To secure the payment of all Obligor's obligations under this Contract, as well as all other obligations, debts and liabilities, plus interest thereon, whether now existing or subsequently created, Obligor hereby grants to Obligee a security interest under the Uniform Commercial Code constituting a first lien on the Equipment described more fully on Exhibit A, including any and all additional collateral listed on any other Exhibit A. The security interest established by this section includes not only all additions, attachments, repairs and replacements to the Equipment but also all proceeds therefrom. Obligor authorizes Obligee to prepare and record any Financing Statement required under the Uniform Commercial Code to perfect the security interest created hereunder. Obligor agrees that any Equipment listed on Exhibit A is and will remain personal property and will not be considered a fixture even if attached to real property.

VII. Assignment

Section 7.01 Assignment by Obligee. All of Obligee's rights, title and/or interest in and to this Contract may be assigned and reassigned in whole by Obligee at any time without the consent of Obligor. No such assignment shall be effective as against Obligor until the assignor shall have filed with Obligor written notice of assignment identifying the assignee. Obligor shall pay all Contract Payments due hereunder relating to such Equipment to or at the direction of Obligee or the assignee named in the notice of assignment. Obligor shall keep a complete and accurate record of all such assignments. Obligee will not assign or sell fractionalized interests in the Contract without the knowledge and express written approval or authorization of Obligor.

Section 7.02 Assignment by Obligor. None of Obligor's right, title and interest under this Contract and in the Equipment may be assigned by Obligor unless Obligee approves of such assignment in writing before such assignment occurs and only after Obligor first obtains an opinion from nationally recognized counsel stating that such assignment will not jeopardize the tax-exempt status of the obligation.

VIII. Maintenance of Equipment

Section 8.01 Equipment. Obligor shall keep the Equipment in good repair and working order, and as required by manufacturer's and warranty specifications. If Equipment consists of copiers, Obligor is required to enter into a copier maintenance/service agreement. Obligee shall have no obligation to inspect, test, service, maintain, repair or make improvements or additions to the

Equipment under any circumstances. Obligor will be liable for all damage to the Equipment, other than normal wear and tear, caused by Obligor, its employees or its agents. Obligor shall pay for and obtain all permits, licenses and taxes necessary for the installation, operation, possession, storage or use of the Equipment. If the Equipment includes any titled vehicle(s), then Obligor is responsible for obtaining such title(s) from the State and also for ensuring that Obligee is listed as First Lienholder on all of the title(s). Obligor shall not use the Equipment to haul, convey or transport hazardous waste as defined in the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et. seq. Obligor agrees that Obligee or its Assignee may execute any additional documents including financing statements, affidavits, notices, and similar instruments, for and on behalf of Obligor which Obligee deems necessary or appropriate to protect Obligee's interest in the Equipment and in this Contract. Obligor shall allow Obligee to examine and inspect the Equipment at all reasonable times.

IX. Default

Section 9.01 Events of Default defined. The following events shall constitute an "Event of Default" under this Contract:

(a) Failure by Obligor to pay any Contract Payment listed on Exhibit B for fifteen (15) days after such payment is due according to the Payment Date listed on Exhibit B .

(b) Failure to pay any other payment required to be paid under this Contract at the time specified herein and a continuation of said failure for a period of fifteen (15) days after written notice by Obligee that such payment must be made. If Obligor continues to fail to pay any payment after such period, then Obligee may, but will not be obligated to, make such payments and charge Obligor for all costs incurred plus interest at the highest lawful rate.

(c) Failure by Obligor to observe and perform any warranty, covenant, condition, promise or duty under this Contract for a period of thirty (30) days after written notice specifying such failure is given to Obligor by Obligee, unless Obligee agrees in writing to an extension of time. Obligee will not unreasonably withhold its consent to an extension of time if corrective action is instituted by Obligor. Subsection (c) does not apply to Contract Payments and other payments discussed above.

(d) Any statement, material omission, representation or warranty made by Obligor in or pursuant to this Contract which proves to be false, incorrect or misleading on the date when made regardless of Obligor's intent and which materially adversely affects the rights or security of Obligee under this Contract.

(e) Any provision of this Contract which ceases to be valid for whatever reason and the loss of such provision would materially adversely affect the rights or security of Obligee.

(f) Except as provided in Section 4.01 above, Obligor admits in writing its inability to pay its obligations.

(g) Obligor defaults on one or more of its other obligations.

(h) Obligor becomes insolvent, is unable to pay its debts as they become due, makes an assignment for the benefit of creditors, applies for or consents to the appointment of a receiver, trustee, conservator, custodian, or liquidator of Obligor, or all or substantially all of its assets, or a petition for relief is filed by Obligor under federal bankruptcy, insolvency or similar laws, or is filed against Obligor and is not dismissed within thirty (30) days thereafter.

Section 9.02 Remedies on Default. Whenever any Event of Default exists, Obligee shall have the right to take one or any combination of the following remedial steps:

(a) With or without terminating this Contract, Obligee may declare all Contract Payments and other amounts payable by Obligor hereunder to the end of the then current Budget Year to be immediately due and payable.

(b) With or without terminating this Contract, Obligee may require Obligor at Obligor's expense to redeliver any or all of the Equipment and any additional collateral to Obligee as provided below in Section 9.04. Such delivery shall take place within fifteen (15) days after the Event of Default occurs. If Obligor fails to deliver the Equipment and any additional collateral, Obligee may enter the premises where the Equipment and any additional collateral is located and take possession of the Equipment and any additional collateral and charge Obligor for costs incurred. Notwithstanding that Obligee has taken possession of the Equipment and any additional collateral, Obligor shall still be obligated to pay the remaining Contract Payments due up until the end of the then current Original Term or Renewal Term. Obligor will be liable for any damage to the Equipment and any additional collateral caused by Obligor or its employees or agents.

(c) Obligee may take whatever action at law or in equity that may appear necessary or desirable to enforce its rights. Obligor shall be responsible to Obligee for all costs incurred by Obligee in the enforcement of its rights under this Contract including, but not limited to, reasonable attorney fees.

Section 9.03 No Remedy Exclusive. No remedy herein conferred upon or reserved to Obligee is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Contract now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or shall be construed to be a waiver thereof.

Section 9.04 Return of Equipment and Storage.

(a) Surrender: The Obligor shall, at its own expense, surrender the Equipment, any Additional Collateral and all required documentation to evidence transfer of title from Obligor to the Obligee in the event of a default or a non-appropriation by delivering the Equipment and any Additional Collateral to the Obligee to a location accessible by common carrier and designated by Obligee. In the case that any of the Equipment and any Additional Collateral consists of software, Obligor shall destroy all intangible items constituting such software and shall deliver to Obligee all tangible items constituting such software. At Obligee's request, Obligor shall also certify in a form acceptable to Obligee that Obligor has complied with the above software return provisions and that they will immediately cease using the software and that they shall permit Obligee and/or the vendor of the software to inspect Obligor's locations to verify compliance with the terms hereto.

(b) Delivery: The Equipment and any Additional Collateral shall be delivered to the location designated by the Obligee by a common carrier unless the Obligee agrees in writing that a common carrier is not needed. When the Equipment and any Additional Collateral is delivered into the custody of a common carrier, the Obligor shall arrange for the shipping of the item and its insurance in transit in accordance with the Obligee's instructions and at the Obligor's sole expense. Obligor at its expense shall completely sever and disconnect the Equipment and any Additional Collateral or its component parts from the Obligor's property all without liability to the Obligee. Obligor shall pack or crate the Equipment and any Additional Collateral and all of the component parts of the Equipment and any Additional Collateral carefully and in accordance with any recommendations of the manufacturer. The Obligor shall deliver to the Obligee the plans, specifications, operation manuals or other warranties and documents furnished by the manufacturer or vendor on the Equipment and any Additional Collateral and such other documents in the Obligor's possession relating to the maintenance and methods of operation of such Equipment and any Additional Collateral.

(c) Condition: When the Equipment is surrendered to the Obligee it shall be in the condition and repair required to be maintained under this Contract. It will also meet all legal regulatory conditions necessary for the Obligee to sell or lease it to a third party and be free of all liens. If Obligee reasonably determines that the Equipment or an item of the Equipment, once it is returned, is not in the condition required hereby, Obligee may cause the repair, service, upgrade, modification or overhaul of the Equipment or an item of the Equipment to achieve such condition and upon demand, Obligor shall promptly reimburse Obligee for all amounts reasonably expended in connection with the foregoing.

(d) Storage: Upon written request by the Obligee, the Obligor shall provide free storage for the Equipment and any additional collateral for a period not to exceed 60 days after the expiration of the Contract Term before returning it to the Obligee. The Obligor shall arrange for the insurance described to continue in full force and effect with respect to such item during its storage period and the Obligee shall reimburse the Obligor on demand for the incremental premium cost of providing such insurance.

X. Miscellaneous

Section 10.01 Notices. All notices shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at their respective places of business as first set forth herein or as the parties shall designate hereafter in writing.

Section 10.02 Binding Effect. Obligor acknowledges this Contract is not binding upon the Obligee or its assignees unless the Conditions to Funding listed on the Documentation Instructions have been met to Obligee's satisfaction, and Obligee has executed the Contract. Thereafter, this Contract shall inure to the benefit of and shall be binding upon Obligee and Obligor and their respective successors and assigns.

Section 10.03 Severability. In the event any provision of this Contract shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 10.04 Amendments, Addenda, Changes or Modifications. This Contract may be amended, added to, changed or modified by written agreement duly executed by Obligee and Obligor. Furthermore, Obligee reserves the right to directly charge or amortize into the remaining balance due from Obligor, a reasonable fee, to be determined at that time, as compensation to Obligee for the additional administrative expense resulting from such amendment, addenda, change or modification requested by Obligor.

Section 10.05 Execution in Counterparts. This Contract may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 10.06 Captions. The captions or headings in this Contract do not define, limit or describe the scope or intent of any provisions or sections of this Contract.

Section 10.07 Master Contract. This Contract can be utilized as a Master Contract. This means that the Obligee and the Obligor may agree to the financing of additional Equipment under this Contract at some point in the future by executing one or more Additional Schedules to Exhibit A and Exhibit B, as well as other exhibits or documents that may be required by Obligee. Additional Schedules will be consecutively numbered on each of the exhibits which make up the Additional Schedule and all the terms and conditions of the Contract shall govern each Additional Schedule.

Section 10.08 Entire Writing. This Contract constitutes the entire writing between Obligee and Obligor. No waiver, consent, modification or change of terms of this Contract shall bind either party unless in writing and signed by both parties, and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, representations, conditions, or warranties, express or implied, which are not specified herein regarding this Contract, the Equipment or any additional collateral, financed hereunder. Any terms and conditions of any purchase order or other documents submitted by Obligor in connection with this Contract which are in addition to or inconsistent with the terms and conditions of this Contract will not be binding on Obligee and will not apply to this Contract.

Obligee and Obligor have caused this Contract to be executed in their names by their duly authorized representatives listed below.

Signature	Signature
Printed Name and Title	Printed Name and Title

EXHIBIT A

DESCRIPTION OF EQUIPMENT

RE: Government Obligation Contract dated as of , between (Obligee) and (Obligor)

Below is a detailed description of all the items of Equipment including quantity, model number and serial number where applicable:

Physical Address of Equipment after Delivery : _____

EXHIBIT B

PAYMENT SCHEDULE

RE: Government Obligation Contract dated as of , between (Obligee) and (Obligor)

Pmt No.	Due Date	Contract Payment	Applied to Interest	Applied to Principal	*Purchase Option Price

Signature

Printed Name and Title

*Assumes all Contract Payments due to date are paid

EXHIBIT C

CERTIFICATE OF ACCEPTANCE

RE: Government Obligation Contract dated as of , between (Obligee) and (Obligor)

I, the undersigned, hereby certify that I am a duly qualified representative of Obligor and that I have been given the authority by the Governing Body of Obligor to sign this Certificate of Acceptance with respect to the above referenced Contract. I hereby certify that:

1. The Equipment described on Exhibit A has been delivered and installed in accordance with Obligor's specifications.
2. Obligor has conducted such inspection and/or testing of the Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.
3. Obligor has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Contract Payments required to be paid under the Contract during the current Budget Year of Obligor, and such moneys will be applied in payment of all Contract Payments due and payable during such current Budget Year.
4. Obligor has obtained insurance coverage as required under the Contract from an insurer qualified to do business in the State.
5. No event or condition that constitutes or would constitute an Event of Default exists as of the date hereof.
6. The governing body of Obligor has approved the authorization, execution and delivery of this Contract on its behalf by the authorized representative of Obligor who signed the Contract.
7. Please list the Source of Funds (Fund Item in Budget) for the Contract Payments that come due under Exhibit B of this Contract.

Source of Funds : _____

By signing below, Obligor hereby authorizes the General Fund of the Obligor as a backup source of funds from which the Contract Payments can be made.

_____

Signature

_____

Printed Name and Title