

**City Council meeting
Agenda of business
April 25, 2016**

The Lord's Prayer

Pledge of Allegiance to the flag

Item
no.

A. Roll call

B. Approval of minutes

C. Communications, reports, and resolutions

1. Communications from Public Service Director Jay Bennett – City Cemeteries 1st Quarterly Report (2016)-In accordance with Ohio Revised Code, the 1st Quarterly Report of 2016 for the City of Zanesville Cemetery Division is hereby submitted from Jeff Johnson, Cemeteries/Parks Superintendent.
2. Communication from Mayor Jeff Tilton – Center for Seniors Board- Mayor Tilton is hereby recommending the re-appointment of Susan Jones to the Muskingum County Center for Seniors Board. Her term will end April of 2019.
3. Communication from Mayor Jeff Tilton – City Planning Commission –Mayor Tilton is hereby recommending the re-appointment of Kevin McPeek and Rick Bland to the City Planning Commission. Their terms will end February 1, 2022.
4. Communication from Mayor Jeff Tilton – Civil Service Commission – Mayor Tilton is hereby recommending the re-appointment of Mrs. Diana LeVeck to the Civil Service Commission. Mrs. LeVeck's term will expire April 19, 2022.
5. Resolution No. 16-47 – Introduced by Council – A Resolution authorizing identified land within Riverside Park to be designated and used for the purpose of a dog park. (First Reading)
6. 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. (Second Reading)

D. Proposed ordinances

7. Ordinance No. 16-48 – Introduced by Council – An Ordinance authorizing the proper city official to advertise for bids and enter into a contract for the 2016 citywide OPWC Overlays with the lowest and best bidder. (First Reading)
8. Ordinance No. 16-49 – Introduced by Council – An Ordinance authorizing the City Auditor’s Office to enter into a credit card agreement with the depository for the City of Zanesville. (First Reading)

E. Ordinances for action

9. 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. (Emergency or Second Reading)
10. Ordinance No. 16-43 – Introduced by Council – An Ordinance authorizing an encroachment of a City right-of-way. (Second Reading)
11. Ordinance No. 16-45 Amended – Introduced by Council - An Ordinance authorizing the proper city official to enter into a lease with AK Steel Corporation. (Second Reading)
12. 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. (Emergency or Second Reading)
13. 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. (Third Reading)

F. Traffic orders
None

G. Miscellaneous and unfinished business

H. Private petitions and communications

Non-agenda item petitions filed

Mr. Eric Jones, 221 Luck Avenue, Zanesville, OH 43701 speaking on racism of indifference vs. fair trial.

CITY COUNCIL MEETING – MONDAY, April 11, 2016

The Council of the City of Zanesville met in regular session at 7:00 p.m. on Monday, April 11, 2016 in the City Council Chambers, 401 Market Street, Zanesville, Ohio.

Mr. Roberts 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. Roberts, Mr. Baker, Mrs. Norman, Miss Bradshaw, Ms. Gildow, Mrs. Osborn, Mr. Wolfe, and Mr. Foreman.

Mrs. Gentry was absent.

Mrs. Norman moved to excuse Mrs. Gentry and it was seconded by Mr. Foreman. A voice vote was taken with all present in favor. None were opposed.

Motion carries.

Mayor Tilton is on vacation so Mr. Vincent is the Acting Mayor. Mr. Roberts is President Pro-Tempe.

APPROVAL OF MINUTES

Ms. Gildow moved to accept the minutes of the Budget Hearings dated January 20, 2016 as presented and it was seconded by Mr. Foreman. A voice vote was taken with all present in favor. None were opposed.

Motion carries. Mrs. Gentry was absent.

Mr. Foreman moved to approve the Council minutes of March 28, 2016 and it was seconded by Mr. Wolfe. A voice vote was taken with all present in favor. None were opposed. Mrs. Gentry was absent.

Motion carries.

COMMUNICATIONS, REPORTS, AND RESOLUTIONS

Communication from Matt Abbott, Zanesville-Muskingum County Port Authority Board Executive Director– RE: Tax Incentive Review. The Council recommended for the City Council to continue all of the existing enterprise zone agreements. The ones listed were Economy Linen and Towel Service of Zanesville, Time Warner, and Worthington Foods.

Mr. Baker moved to receive the communication from Matt Abbott. It was seconded by Mr. Foreman.

Mr. Roberts: Is there any discussion? All in favor of receiving signify by saying aye. A voice vote was taken with all present in favor. None were opposed. Mrs. Gentry was absent.

Motion passes.

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.

Mr. Roberts: We are at first reading.

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

Mr. Roberts: Is there any discussion? Hearing no discussion, all in favor of first reading signify by saying aye. Those opposed same sign. All present were in favor. None were opposed. Mrs. Gentry was absent.

Motion carries.

PROPOSED ORDINANCES

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.

Mr. Roberts: Motion for first reading.

Mr. Foreman moved for first reading, seconded by Mrs. Norman.

Ms. Gildow: Could you note that I abstain, please?

Mr. Roberts: Is there any discussion? Hearing none, all those in favor of first reading signify by saying aye. Opposed same sign.

All were in favor except Ms. Gildow and Mrs. Osborn and they abstained. None were opposed. Mrs. Gentry was absent.

Motion carries.

Ordinance No. 16-43 - Introduced by Council – An Ordinance authorizing an encroachment of a City right-of-way.

Mr. Roberts: Motion for first reading.

Mr. Foreman moved for first reading, seconded by Miss Bradshaw.

Mr. Roberts: Is there any discussion?

Ms. Gildow: Mr. Bennett, can you tell us how the encroachment was discovered?

Mr. Bennett: I believe that the encroachment was discovered by Code Enforcement, Building Code who went up and viewed the construction and they alerted the Zoning Office as to zoning permitting. The Zoning Office contacted Public Service Engineering to determine if there was an encroachment. It was determined the City has a significant amount of right-of-way through that part of Taylor Street. The then concern was that we had utilities in and around the area. City staff went up and determined that the porch structure was not encroaching upon our city utilities. We do not have any problem with getting access to our facilities. It would just be the encroachment into the right-of-way.

Ms. Gildow: Great. Thank you.

Mr. Roberts: Mr. Bennett, I guess looking forward, would this cause any impact in us grading the berm of that street or anything like that?

Mr. Bennett: I don't think so. I think we looked at it and the first concern we had besides utilities was there was a retaining wall there; it already exists. So at some point if we needed to go in and take an action it is an encroachment that you would be permitting, but I think it is subject to our release of hold harmless and the fact that if the city needed to access at some point, unfortunately, we would be able to come in and work with the owner to get access to our right-of-way for the needed improvement.

Mr. Roberts: Is there any more discussion? All those in favor of first reading. Opposed?

All present were in favor. None were opposed. Mrs. Gentry was absent.
Motion carries.

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.

Mr. Roberts: We need a motion for first reading or to waive.

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

Mr. Roberts: Is there any discussion on waiving of the readings? Roll call vote on waiving of the readings.

Roll call vote on waiving of the readings.

8 Ayes

0 Nays

1 Absent Mrs. Gentry

Motion carries.

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

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

Mr. Roberts: Is there any discussion? Hearing no discussion, we will have roll call vote on passage.

Roll call vote for passage.

8 Ayes

0 Nays

1 Absent Mrs. Gentry

Motion carries. Ordinance is passed.

Ordinance No. 16-45 - Introduced by Council – An Ordinance authorizing the proper city official to enter into a lease with AK Steel Corporation.

Mr. Roberts: Motion for first reading.

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

Mr. Roberts: Is there any discussion?

Ms. Gildow: I just have a question. On page three of the lease agreement, Item number 8, is something missing toward the end of that or?

Mr. Bennett: It looks like it got dropped out and I would say the lessee will make no changes in or to said premises without the prior specific authorization.

Mr. Roberts: Mr. Bennett, this is an exhibit, isn't it?

Mr. Bennett: Correct.

Mr. Roberts: Mr. Tarbert does this need amended or can it just go through?

Mr. Tarbert: I think we should amend it. It doesn't say a lease substantially similar to it says a lease of which a copy is attached. So I would just amend it just to make it clear.

Mr. Roberts: Does someone care to make that amendment?

Mr. Baker would like to move to add the wording, authorization to the end of line eight.

Mr. Bennett: Do you also want to add by lessor?

Mr. Baker: yes, to add "authorization by lessor".

Mr. Roberts: A motion to amend by Mr. Baker to line 8 of the lease.

Ms. Gildow seconded the motion.

Mr. Roberts: Is there any discussion on the amendment? All those in favor of the amendment signify by saying aye. Opposed same sign.

All present were in favor. None were opposed. Mrs. Gentry was absent.
Motion carries.

Mr. Roberts: We now stand at 16-45 as amended and we are still at first reading. Do we have a motion?

Mr. Foreman moved for first reading on Ordinance 16-45 as amended. Mr. Baker seconded the motion.

Mr. Roberts: Is there any discussion on the amended Ordinance? Hearing no discussion, all those in favor of first reading as amended signify by saying aye. Opposed same sign.

All present were in favor. None were opposed. Mrs. Gentry was absent.
Motion carries.

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.

Mr. Roberts: Motion for first reading.

Mr. Foreman moved for first reading, seconded by Miss Bradshaw.

Mr. Roberts: Is there any discussion?

Mr. Wolfe: The thought process of lease vs. buys and are there some benefits to leasing?

Mr. Bennett: Yes, for cash flow purposes. I think our look at it is that we have encumbered a not insignificant amount of money to do infrastructure improvement. This particular purchase comes out of the general fund, as well as storm sewer, if Council authorizes; but it is strictly about keeping our reserved to do infrastructure. Leasing it over a period of time and then make that decision on whether we do a buy out or trade it in and let it go. This kind of came at us as we spent a good six weeks looking at three different sweepers. Standard sweepers they were all apples, apples, apples. Same size that we looked at and all were regenerative air sweepers rather than the mechanical broom that we already have one of those. This is replacing a regen. All three sweepers are the industry standards. We demoed all of them and this was the variety that we certainly liked. We felt it did the best job on the bricks of all of the sweepers we had. So then it became an option of which one under the State Purchase price. The State Purchase price is changing at the end of the month so we needed to get in and make a

decision to save us some money. I was out of town a couple of days last week and we are racing to get in. We are still negotiating with the supplier on final price and terms. We need to fill out paperwork and submit to get our actual results. My offer to the Council is to get it on and have discussion. I think we are going to have a Public Service Committee of Council on the 25th of April before the next meeting. We will come with local purchasing options vs. the variety of others to view at that committee meeting and they can make recommendations to Council at the next meeting.

Mr. Wolfe: Okay. My concern I guess was that the guaranteed buy out and whether taking that risk was worth it.

Mr. Bennett: We are still looking at those.

Mr. Roberts: Mr. Bennett, if memory serves also these pieces of equipment aren't always the most long lasting either.

Mr. Bennett: They get tired quickly. There are a lot of parts on these things.

Mr. Roberts: That was one of the things that I had asked too Mr. Wolfe, but we have had some in the past that lasted us maybe five years.

Mr. Bennett: Yes.

Mr. Roberts: So I think lease in this situation, I am the same way, if we can buy it, buy it.

Mr. Wolfe: Thank you.

Mr. Roberts: Is there any other discussion? We are at first reading so all those in favor of first reading signify by saying aye. Opposed, same sign.

All present were in favor. None were opposed. Mrs. Gentry was absent.
Motion carries.

ORDINANCES FOR ACTION

Ordinance No. 16-37 - Introduced by Council – 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. Roberts: We are at second reading.

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

Mr. Roberts: Is there any discussion? Hearing no discussion, all those in favor of second reading signify by saying aye. Opposed same sign.

All present were in favor. None were opposed. Mrs. Gentry was absent.
Motion carries.

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. Roberts: We need a motion for third reading and passage.

Mrs. Osborn moved for third reading and passage, seconded by Ms. Gildow.

Mr. Roberts: Is there any discussion? Hearing no discussion, we will have roll call vote.

Roll call vote for passage.

8 Ayes

0 Nays

1 Absent Mrs. Gentry

Motion carries. Ordinance is passed.

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. Roberts: We are at third reading.

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

Mr. Roberts: Is there any discussion? Hearing no discussion, we will have roll call.

Roll call vote for passage.

8 Ayes

0 Nays

1 Absent Mrs. Gentry

Motion carries. Ordinance is passed.

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

Mr. Roberts: We are at third reading.

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

Mr. Roberts: Is there any discussion?

Mrs. Osborn: I believe that the language in our agenda and the language at the top of the Ordinance don't quite match. It should be at the top of the Ordinance Zane's. We just have extra s's in there. It is just a typographical error. Does that require an amendment, Mr. Tarbert?

Mr. Tarbert: I don't know that it requires an amendment to the agenda. I guess you might want to clean up the Ordinance just to make grammatically correct.

Mrs. Osborn: So I move that we make the top of the Ordinance say Zane's in Zane's Landing Park.

Mr. Roberts: We have a motion to amend.

Mr. Baker seconded the motion.

Mr. Roberts: All of those in favor of the amendment signify by saying aye. Opposed same sign.

All those present were in favor. None were against. Mrs. Gentry was absent.
Motion carries.

Mr. Roberts: We stand at Ordinance 16-29 as amended. I need a motion for third reading.

Mr. Foreman moved for third reading and passage of Ordinance 16-29 as amended. Mr. Baker seconded the motion.

Mr. Roberts: Is there discussion on the amended Ordinance? Hearing none, we will have a roll call vote.

Mr. Tarbert: Mr. President, do we have a petition on this?

Mr. Roberts: Yes we do. I apologize.

Private Petitioner: Mr. Eric Jones, 221 Luck Avenue, Zanesville, Ohio representing himself against this legislation.

Mr. Roberts informed Mr. Jones he had three minutes to speak.

Mr. Eric Jones: Thank you Chair, I appreciate that. The last time I was talking on this Mr. Vincent said he had trouble following my logic. It is a counterintuitive logic. It is a counterintuitive argument. I want you to visualize A, a line ran across to B. A is going to represent the flag which represents the republican democracy and B goes to the residents of Zanesville who can either be residents or citizens. Most people understand it from the flag to the resident. I am going to do my argument from the resident to the

flag. That is the logic. It is relatively simple. This turns into a sort of like a civics lesson because nobody seems to understand that they are in the unconscious incompetence stage with Roberts' Rules of Order because most of you have not read it. Parliamentary procedures are a relatively easy thing to learn if you want to take the time to do that.

Mr. Roberts: Eric, please keep on subject. Roberts Rules of Order doesn't have anything to do with Flags of Honor.

Mr. Jones: Parliamentary procedure is democracy in action. That is what Roberts Rules of Order

Mr. Roberts: I understand Eric, but this Ordinance is not about parliamentary procedure in action.

Mr. Jones: It is about whether or not the residents of Zanesville should honor something if they are not citizens. Are you still on point?

Mr. Roberts: Okay. Continue.

Mr. Jones: Thank you very much, I appreciate that. If you are not a citizen you shouldn't say the Pledge of Allegiance, you shouldn't sing the national anthem, you shouldn't do any of that if you are not a citizen. The City of Zanesville says to the residents of Zanesville that they are not citizens. You are an invitee to your City. I am just saying right now I am the only citizen of Zanesville, Ohio. I can say that and prove it because back there says you are an invitee. In front of me, understanding that you are not Parliamentarians, you don't understand democracy; again, this is part of the argument here. So if you are going to sit there and look at me and say guess what? Roberts Rules of Order doesn't apply. Roberts Rules of Order again is democracy in action. Anything you do to curtail that, curtails democracy. Something simple, all you have to do is anybody up there can stand up and say they are a proud citizen of Zanesville, Ohio and that they did not consent to being an invitee. Thank you very much.

Mr. Roberts: Is there any more discussion on this Ordinance? We are at third reading and we will have roll call.

Roll call vote for passage.

8 Ayes

0 Nays

1 Absent

Mrs. Gentry

Motion carries. Ordinance is passed.

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. Roberts: We are at third reading.

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

Mr. Roberts: Is there any discussion? Hearing no discussion, we will have roll call.

Roll call vote for passage.

8 Ayes

0 Nays

1 Absent Mrs. Gentry

Motion carries. Ordinance is passed.

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

Mr. Roberts: We are at third reading.

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

Mr. Roberts: Is there any discussion? Hearing no discussion, we will have roll call vote.

Roll call vote for passage.

7 Ayes

1 Nay Miss Bradshaw

1 Absent Mrs. Gentry

Motion carries. Ordinance is passed.

Mr. Bennett: Staff met today with representatives from United Way. With the passage of the Sanitary Sewer rate increase and more recently, as well, the water rate increase. The United Way staff talked to City staff about trying to get the word out about the 2-1-1 Assistance program and the availability of assistance for our residents who may need help with keeping their utilities turned on or other array of services. So as we discussed today they are going to work very hard to get information out to the community about 2-1-1. Again, United Way through the generous donations of our community, business and residents, are able to fund assistance to our most vulnerable who are looking to keep utilities services on or provide other needed amenities and services to their families. A reminder to our community that 2-1-1 is available. Please reach out and call when you are in need of assistance.

Mr. Roberts: Thank you Mr. Bennett.

Mr. Foreman asked Mr. Bennett if the 2-1-1 information could be available here so if a situation occurred or services were going to be terminated in any way the residents could get that information. He stated in his past work with United Way they have struggled with the outreach piece or their program. It is like you are saying the services

there and that is not the problem, but the problem is letting people that really need it know it is there.

Mr. Bennett: Yes, that was part of the discussion that Meg and Becky had with us in looking to inform our staff, as well as, some other offices here, but also as we go further by calling individuals who may be in jeopardy of disconnection using the Muskingum County Emergency Management calling system to notify them to please come down and pay making sure that we put a 2-1-1 in that recorded message might help someone avoid that as well.

Mr. Foreman: Thank you for doing that.

Mr. Bennett: We are experimenting with all of those.

Mr. Baker: Mr. Bennett do you have any more information about how actually that works? Do they pay on an emergency basis, partial bill(s), whole bill(s), first come first served?

Mr. Bennett: I am not familiar and I sure would not want to quote, but we can certainly invite Margaret and staff to come and provide that information at a future Council meeting.

Mr. Baker: I think there are a good many folks who are having trouble paying their bills that I think it would be very illustrative and would be a good thing.

Mr. Bennett: Knowing what we heard today was there is an allocation made to the Salvation Army each month and it stays as long as it states is there and not used up. So they are exploring ways to increase that or to have it distributed differently throughout the month to try to make sure because we bill differently, right? The district is billed and making sure they are going to try to coincide as well as work with the county, with South Zanesville, and other water and sewer providers.

Mr. Baker: Any more information would be desirable. Nice.

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. Roberts: We are at third reading.

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

Mr. Roberts: Is there any discussion? Hearing no discussion, we will have roll call.

Roll call vote for passage.

8 Ayes

0 Nays

1 Absent Mrs. Gentry

Motion carries. Ordinance is passed.

TRAFFIC ORDERS

None

MISCELLANEOUS AND UNFINISHED BUSINESS

Mr. Tarbert: In order to clean up the minutes. I know we all see what is happening, but for future reference will you excuse Mr. Vincent from sitting as President tonight since he is here in the capacity as Acting Mayor just so when someone reads this a year or two from now they realize Mr. Vincent is present, but sitting here as Acting Mayor and that you are serving as President Pro Tempe.

Mr. Roberts: Will someone make a motion?

Mr. Baker: I would like to make a motion to make an addition to the minutes of this meeting that Mr. Vincent is acting in the Mayor's stead and that the President Pro Tempe (Andrew Roberts) is taking his place.

Mr. Foreman seconded the motion.

Mr. Roberts: Is there any discussion? All those in favor? Opposed same sign.

All present were in favor. None were opposed. Mrs. Gentry was absent.
Motion carried.

PRIVATE PETITIONS AND COMMUNICATIONS

Mr. Eric Jones, 221 Luck Avenue, Zanesville, OH 43701 speaking on racism of indifference vs police search for minority applicants.

Mr. Jones: Hello everyone. I will try again. The last time I was here I referenced a book called, "The New Jim Crow" by Michelle Alexander. I tried to explain why you cannot find black applicants for the police department or the fire department, or a lot of things in Zanesville. Now for those of you who have a longer memory, people over sixty or so, they can remember the 1965 civil rights movement and all of that. Back then a typical racist was this angry guy, hateful guy. He would spew when he talked to you. He would get all bent out of shape. He would use the "N" word, like second nature. Those days are gone. Thankfully. The new racism looks different. The new racism looks like Mr. Roberts. He is calm, clear, wait a minute, wait a minute, the reason I am using him is because I can use what he said. Alright, let me get to that. He is calm, he is cool but it has the same result folks. It is to deny black people equal opportunity; equal anything. The same idea, but never mad; never mean, always calm. He will say something like it doesn't bother him if there are no blacks on the police department. It doesn't bother him, it is on the record. You will find it. It doesn't bother him if there are no women on the

police department. Again, racism of indifference. People understand love. Everybody thinks love and hate are opposites. They are not. Love is over here. Hatred is up here. Indifference is over there. It is the lack of emotion. It is the lack and even rising to the low of disliking a person. Part of the key when we talk about this because people want to say color blindness is where we are trying to get to. It is not. I want you to see me as a tall, black man. I just don't want it to count against me. But you have to see me as a black person first and work our way from there. You don't want it coming back at you. Trust me. Now the main reason that I am not going to get and he can't find a black police officer is the same reason, same thought process, is going to be why I will not get a fair trial in Zanesville. The same idea. You won't find a black juror, you won't find anything. That again is the racism of indifference. I would like for you to read the book instead of listening to me do it. She is better at it. Thank you.

Mr. Roberts: I have a petition from Dr. Patrick Johnston to discuss The Y Movie LLC filming a Christian action film in the City of Zanesville. Mr. Johnston you have three minutes.

Dr. Patrick Johnston, 5063 Dresden Court, Zanesville, OH 43701 speaking on filming a Christian action film in Zanesville in 2016.

Mr. Johnston: Yes, sir. Thank you, Chairman, Council, for a moment of your time. I would like to introduce a few people that are with me. This is my wife, Elizabeth, mother of all ten of our children; my daughter, Anna who is auditioning for a part in the film; as is Elijah Thomas, in the back is also auditioning for one of the primary protagonist; and our Director of Photography Handel Humphrey. I am very excited about a novel that has been funded to be created into a movie this year in the City of Zanesville. It will be filmed in Zanesville and Coshocton. It is called The Y. It is a faith based action film that will be filmed in part on the Y Bridge. One of the primary places where the chief protagonist's character transitions will take place on our historic bridge. I think this is a film this is going to be good for this community. We are exploring answers in a sensitive fashion to the question and place many ask, "Why do bad things happen to good people". Who hasn't struggled with the question like that and had their faith tested by such a question especially when their prayers are not answered right away and we are struggling and suffering for decisions, not necessarily that we have made, or that others have made, or we are victims of. We are excited to tell this story in a way that is very entertaining. It is an action film. It is going to target second amendment proponents, religious conservatives, and citizens in this community. We are pursuing distribution and my daughter Anna is going to hand out some packets that will tell you in a confidential manner, "this is not public information" because we are pursuing named talent which require a larger budget, which is why you will find two budgets there, but we have some people whose names you would recognize in the film industry who are excited about this film. They are excited about this story. As a Zanesville resident who has practiced medicine for a dozen years I am real excited what this means for our community. I appreciate the Council's support. We hopefully will not require permission to film because we may not need to shut off the bridge, but if we do, we may have to have this meeting again. That will be up to the Director Paul Munger who we secured recently. He

will be coming to town in a couple of weeks and will be scouting the location. If any of you would like to meet him personally please feel free to contact me. Also there with the packet you will find a personal invitation to an investor's dinner we are having at the Market House on April 29, 2016 at 7:00 p.m. You are personally invited to be there and we will have some of our team present to answer questions and we have questions. My wife is co-producer and some of the actors and the director of photography are here to address any of your questions you have now, answered.

Mr. Roberts: Thank you very much Mr. Johnston. Does anybody have any questions?

Mr. Baker: Where did the funding come from, sir?

Mr. Johnston: We are seeking private funding by way of a private placement memorandum and we have filed that with the SEC and it is pending, but it will be done in plenty of time for the April 29, 2016 investors meeting. We are offering a lucrative package for people who support the film. Especially because being a first time film maker, as you imagine

Mr. Roberts: Mr. Johnston, I am sorry to interrupt you, but you have exceeded your three minutes. I would entertain a motion to extend if Council desires.

Mr. Foreman moved for an additional three minutes and it was seconded by Mr. Baker.

Mr. Roberts: All those in favor of granting an additional three minutes signify by saying aye. Opposed same sign.

All present were in favor. None present were opposed. Mrs. Gentry was absent.
Motion carries.

Mr. Roberts: Three more minutes are granted.

Mr. Johnston: The funding is going very well. We have raised a third of our funds so far. We have a lucrative package for investors. Being first time film makers we know it is a high risk investment, but it can be quite profitable and so we are even offering points at box office sales. Similar films that have played in the box office recently such as the relatively inexpensive Christian action film, "Fireproof". It cost \$500,000 to make and they made \$60,000,000. So a small percentage of the box office sales could be quite lucrative if the film does that well. Not all films that cost \$500,000 or less have done that well, but some have and we hope to be one of them. Those who have read the story are very excited about it. It is very meaningful. It is touching. It is dramatic. There are tremendous character archs. It is a story of redemption, and loving the unlovable, and trusting God when crisis strikes and all of your world seems to fall apart around you. So we are excited about the story and what it means for this community and for people of faith who like to go watch movies.

Mr. Baker: Did I catch you right in saying this is based on novel?

Dr. Johnston: It is a novel that I have written entitled, "The Y".

Mr. Baker: That has been published?

Dr. Johnston: Yes, it is published on Amazon.

Mr. Baker: Okay. Thank you.

Mr. Roberts: Are there any other questions? Thank you very much for bringing this to us.

Dr. Johnston: Thank you, Council.

Mr. Roberts: That brings us to the end. Does anybody else have anything for the good of the order? If not, I will entertain a motion to adjourn.

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

Mr. Roberts: All those in favor.

All present were in favor. None were opposed.

Motion carries.

The meeting stands adjourned at 7:38 p.m.



Council-Mayor Government
Jeff Tilton, Mayor

The City of Zanesville

401 Market Street, Zanesville, Ohio 43701

Phone: (740) 455-0601 x101

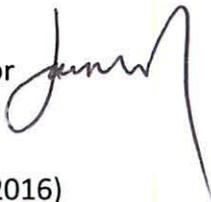
Email: jay.bennett@coz.org



Department of Public Service

Jay D. Bennett, DIRECTOR

MEMO

TO: Honorable Members of Council
FROM: Jay D. Bennett, Public Service Director 
DATE: April 11, 2016
RE: City Cemeteries 1st Quarter Report (2016)
CC:

In accordance with Ohio Revised Code, please find attached the 1st Quarter Report of 2016 for the City of Zanesville Cemetery Division from Jeff Johnson, Cemeteries/Parks Superintendent.

JDB/bc

Attachment



City of Zanesville

JEFF JOHNSON

SUPERINTENDENT, CEMETERIES & PARK MAINTENANCE

401 Market St., Zanesville OH 43701

740-455-0637

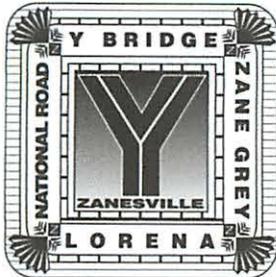
Cemetery Division

2016 1st Quarter Report

	Interments	Lot Sales	Transfers
January	8	4	0
February	5	4	2
March	6	7	0
	-----	-----	-----
Total	19	15	2

	Cemetery Operating	Cemetery Development	Cemetery Endowment
January	9,497.02	2,076.75	230.75
February	2,465.00	684.00	76.00
March	7,923.76	4,376.25	2,041.25
	-----	-----	-----
Total	\$19,885.78	\$7,137.00	\$2,348.00

Total: \$29,370.78



Council-Mayor Government
Jeff Tilton, Mayor

THE CITY OF
Zanesville

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



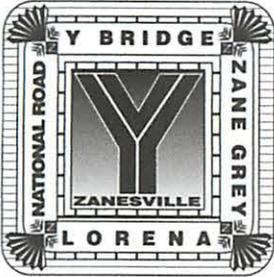
MEMORANDUM

TO: *Members of City Council*
FROM: *Mayor Jeff Tilton* JT
DATE: *April 19, 2016*
SUBJECT: *Mayor Appointment*

Center for Seniors Board

I am hereby recommending the re-appointment of Susan Jones to the Muskingum County Center for Seniors Board. Her term will end in April of 2019.

JT/bm



Council-Mayor Government
Jeff Tilton, Mayor

THE CITY OF
Zanesville

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



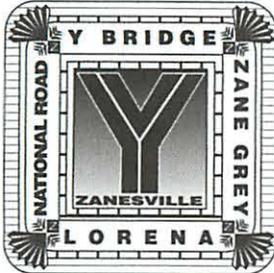
MEMORANDUM

TO: *Members of City Council*
FROM: *Mayor Jeff Tilton* 
DATE: *April 19, 2016*
SUBJECT: *Mayor Appointment*

CITY PLANNING COMMISSION

I am hereby recommending the re-appointment of Kevin McPeeK and Rick Bland to the City Planning Commission. Their terms will end February 1, 2022.

JT/bm



Council-Mayor Government
Jeff Tilton, Mayor

THE CITY OF
Zanesville

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



MEMORANDUM

TO: *Members of City Council*
FROM: *Mayor Jeff Tilton JT*
DATE: *April 19, 2018*
SUBJECT: *Mayor Appointment*

Civil Service Commission

I am hereby recommending the re-appointment of Mrs. Dianna LeVeck to the Civil Service Commission. Mrs. LeVeck's term will expire April 19, 2022.

JT/bm

Department of Public Service
Jay D. Bennett, Director



RESOLUTION NO. 16 - 47
INTRODUCED BY COUNCIL

A RESOLUTION AUTHORIZING IDENTIFIED LAND WITHIN RIVERSIDE PARK TO BE DESIGNATED AND USED FOR THE PURPOSE OF A DOG PARK.

WHEREAS, community members have expressed an interest to the staff of the City of Zanesville to select an area where dogs can be taken to be unleashed in a fenced in, safe, and designated area, otherwise known as a dog park; and

WHEREAS, through discussion, a location was chosen and requested, but was later rejected by the owners of the property; and

WHEREAS, a second location was chosen in Riverside Park, which is owned and maintained by the City of Zanesville and is suitable for a dog park.

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

SECTION ONE: The City Council hereby recognizes the intent of the identified section in Riverside Park, delineated in Exhibit A, to be used as a City Dog Park.

SECTION TWO: This Resolution 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



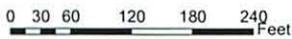
Law Director's Office



PROPOSED DOG PARK LOCATION

CITY OF ZANESVILLE

RIVERSIDE PARK



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



Department of Public Service
Jay D. Bennett, Director



ORDINANCE NO. 16 – 48
INTRODUCED BY COUNCIL

AN ORDINANCE AUTHORIZING THE PROPER CITY OFFICIAL TO ADVERTISE FOR BIDS AND ENTER INTO A CONTRACT FOR THE 2016 CITYWIDE OPWC OVERLAYS WITH THE LOWEST AND BEST BIDDER.

WHEREAS, the City has secured State Issue I funds for street pavement overlays of Cemetery Avenue, McOwen Street, Wheeling Avenue, Chester Street, Linden Avenue, and Fairway Lane; and

WHEREAS, the administration would like to proceed with bid advertisement and award to the lowest and best bidder.

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

SECTION ONE: The proper City official is hereby authorized to advertise for bids and enter into a contract for 2016 OPWC Overlays with the lowest and best bidder.

SECTION TWO: The cost of the overlays is estimated to be \$509,950 with \$399,950 taken from Line Item 215.6531.54483 and \$110,000 taken from Line Item 203.6531.54426. Additionally, the City will provide in-kind services as a match to the grant in an amount estimated to be \$30,000.

SECTION THREE: 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

Jeff Tilton, Mayor
Margo Moyer, Auditor

ORDINANCE NO. 16- 49
INTRODUCED BY COUNCIL

AN ORDINANCE AUTHORIZING THE CITY AUDITOR'S OFFICE TO ENTER INTO A
CREDIT CARD AGREEMENT WITH THE DEPOSITORY FOR THE CITY OF
ZANESVILLE

WHEREAS, from time to time it is necessary for employees of the City to make government related purchases for their respective departments; and

WHEREAS, often times the use of cash or check is not practical and it is necessary to use a personal bank credit card; and

WHEREAS, the Auditor's Office has adopted a Credit Card Usage Policy to insure that all charges to the credit card account are for pre-approved/appropriated expenditures by the appropriate department Director; and

WHEREAS, employees choosing to use a City credit card will be required to acknowledge that they have received a copy of, and understand the City's Credit Card Usage Policy; and

WHEREAS, the Auditor's Office desires to obtain authorization to apply for and begin utilizing a bank credit card from the depository for the City of Zanesville.

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

SECTION ONE: The Auditor's Office is hereby authorized to enter into a credit card agreement with the depository for the City of Zanesville, and monthly statements will be mailed to the attention of the City Auditor, 401 Market St., Zanesville, OH 43701.

SECTION TWO: Employees who violate the terms and conditions of the City's Credit Card Usage Policy will be held financially responsible for all unauthorized charges and damages incurred and could face civil and criminal prosecution for misuse of the City's credit card.

SECTION THREE: That use of said card shall be pursuant to the Rules and Regulations established by the depository for the City of Zanesville, in addition to the City of Zanesville's Auditor's Office Credit Card Usage Policy.

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

PASSED: _____, 2016

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

CITY OF ZANESVILLE CREDIT CARD USAGE POLICY

POLICY: The purpose of City of Zanesville credit cards is principally for use in the purchase of lodging, transportation, travel expenses, and registration costs pertaining to training sessions for City employees and elected officials. Credit cards may be used for other authorized purchases when all other methods of procurement have been exhausted or when it is the only acceptable form of payment to the vendor. When using the credit card, the tax exempt number 31-6400241 must be used at all times. Receipts for such purchases must be approved by the employee's department supervisor and turned in to the City Auditor within three days after use. Travel invoices have to be approved by the employee's department supervisor and turned in to the City Auditor within seven days after use.

The City Auditor is responsible for issuing, accounting for, monitoring, retrieving, and generally overseeing compliance with the City of Zanesville's Credit Card Usage Policy. Credit cards and the credit card log will be stored in a secure location. A Credit Cardholder Agreement has to be signed each time a credit card is given out.

I. USE OF CREDIT CARD:

- A. The Cardholder (also referred to as "employee" herein) must sign out the credit card by filling out the credit card log and the attached Credit Cardholder Agreement each time the card is used.
- B. The Cardholder must provide the purpose for use of the credit card, the person making the charges, the vendor's name, purchase totals, and dates in the required Travel Meeting Attendance and Reimbursement Request signed by the Mayor. Purchases made with the credit card will need a signed requisition by the Cardholder's department head.
- C. The Cardholder is responsible for the credit card and all purchases made while in his/her possession. A credit card can be used for gas only for a City vehicle. If you are using your personal car then you will be reimbursed at the IRS mileage rate.
- D. Only authorized City personnel and officials can use the credit card.
- E. The Cardholder shall take all necessary precautions to keep the card and card number secure.
- F. The Credit card is to be used for City purchases only.
- G. The Cardholder must be able to justify that the use of the credit card was necessary and for official City business purposes.
- H. Use of the credit card should be restricted to costs of training such as registration fees, lodging, and travel expenses (gas and meals).
- I. The credit card should only be used for the purchase of materials/equipment if other methods of payment are not feasible or not accepted by the vendor. Any such purchases must be done using the City's tax exempt number and, other than as set forth herein, purchases must not be over \$300.00.
- J. The Cardholder's department is responsible for all charges incurred on the credit card including service fees and finance charges.
- K. Questions regarding the credit card accounts and procedures should be directed to the City Auditor.
- L. The Cardholder must return the credit card to the City Auditor immediately after use and record the date and time of return on the credit card log.
- M. The Cardholder shall reimburse the City for any unauthorized charges (including, but not limited to those items set forth in Item V below) within 30 days by personal check. The card shall not be issued to an employee if he or she owes money to the City from previous use of the card.

II. CARDHOLDER LIMITS:

- A. The maximum dollar amount for a single purchase outside of travel shall not exceed \$300.00 without authorization from the Mayor.
- B. The City Auditor will maintain a list of credit cards owned by the City including established credit limits and expiration dates.
- C. Established credit card limits will be reviewed periodically by the City Auditor and increased or decreased, if deemed necessary, upon approval by the Mayor.

III. TELEPHONE CONFIRMATIONS FOR TRAVEL:

- A. When placing a travel reservation by phone, confirm that the vendor agrees to charge the card upon arrival and not sooner. Keep the reservation number in case of cancellation.
- B. If possible, request the vendor send a copy of all reservations and confirmation number and cancellation policy to the City Auditor.
- C. When making any purchases by telephone with the credit card, the purchase order has to be signed by all the appropriate people with the exact amount and no taxes.

IV. DOCUMENTATION:

- A. Documentation must be retained as a proof of purchase any time a purchase is made using the credit card.
- B. Purchase Orders and Meeting and Travel Requests signed by the Mayor must be filled out completely.
- C. When using the credit card to purchase meals, documentation showing a purchase total only is not acceptable. A detailed restaurant invoice showing itemized items is required. Do not charge alcohol on the City credit card.
- D. The Cardholder must sign receipts.
- E. If a receipt has charges for more than one City employee, the charges must be clearly identified with each individual's name.
- F. **THE CARDHOLDER IS RESPONSIBLE FOR ALL PURCHASES MADE. IF THE CARDHOLDER FAILS TO GET DOCUMENTATION FOR A PURCHASE, HE/SHE MAY BE PERSONALLY RESPONSIBLE FOR PAYMENT OF THAT PURCHASE.**

V. CARD RESTRICTIONS:

A. The following uses of the City credit card are strictly prohibited:

1. Cash advances.
2. Purchasing personal items.
3. Purchasing alcoholic beverages.
4. Purchasing or renting movies and any other hotel amenities.
5. No tips will be included.

B. The Cardholder shall comply with any applicable departmental restrictions on usage of the City credit card.

C. The Cardholder shall not violate the City's Employee Handbook.

VI. RECONCILIATION AND PAYMENT:

- A. For travel, the Cardholder must submit all invoices and the Travel and Meeting Form to the City Auditor within seven days.
- B. All forms including the attached Credit Cardholder Usage Agreement must be completed fully and signed by both the employee and the department supervisor.
- C. The City Auditor's office will reconcile the "Credit Card Purchase" form to the monthly billing statement and verify that documentation has been submitted for all charges.
- D. The monthly statement will be mailed to the City Auditor's office and payment will be made promptly before the due date to avoid service or finance charges.
- E. The City Auditor's office will research any discrepancies and contact the appropriate department supervisor.
- F. Any department not responding promptly to the request for information from the City Auditor's Office or otherwise delays the timely monthly payment of the Credit Card Account will be assessed the finance charges imposed by the issuing financial institution.

VII. DISPUTES:

A disputed item could result from defective purchases and incorrect items being charged to the card. If it is a defective purchase the department needs to return the item as soon as possible and get the proper credit slip. If there are charges on the statement that do not belong to the City, the City Auditor's office will investigate with complete cooperation from all departments.

VIII. LOST OR STOLEN CARDS:

If any Cardholder loses or has the credit card stolen, **IT IS HIS OR HER RESPONSIBILITY TO IMMEDIATELY NOTIFY THE CARD ISSUER AND THE CITY AUDITOR.**

IX. TERMINATION/RESIGNING EMPLOYEES:

- A. Upon termination or resignation of the employee from the City, if the credit card has been signed out to the employee, it is the employee's responsibility to immediately turn in the credit card to his or her supervisor or the City Auditor.

X. POLICY VIOLATIONS:

FAILURE TO FOLLOW THIS POLICY MAY RESULT IN LOSS OF CARDHOLDER PRIVILEGES AND, FOR EMPLOYEES, MAY RESULT IN DISCIPLINARY ACTION, INCLUDING TERMINATION OF EMPLOYMENT. IN ADDITION TO DISCIPLINE AND/OR TERMINATION, ANY UNAUTHORIZED USE OF THE CREDIT CARD COULD RESULT IN CIVIL OR CRIMINAL PROSECUTION AGAINST THE EMPLOYEE/CARDHOLDER.

Paul DuBeck Jr.,
City Treasurer



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.

<i>Name of Institution</i>	<i>Type of Funds</i>	<i>Maximum Amount</i>
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.

SECTION 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

This legislation approved as to form:

Mayor Jeff Tilton

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

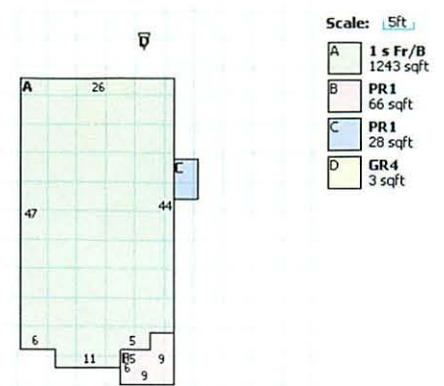


LAW DIRECTOR'S OFFICE

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	

LAND

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

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

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

Department of Public Service
Jay D. Bennett, Director

ORDINANCE NO. 16 - 45 Amended
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

Andrew Roberts
President Pro-Tempe

APPROVED: _____, 2016

Daniel M. Vincent, Acting Mayor

THIS LEGISLATION APPROVED AS TO FORM



Law Director's Office



AK STEEL LEASE EXHIBIT
CITY OF ZANESVILLE

APPROXIMATE LEASE AREAS

EXISTING: 26 Acres

PROPOSED: 42 Acres



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

Ordinance 16-45 Amended

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 Bidy League Football;

Ordinance 16-45 Amended

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 authorization by lessor.
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

Ordinance 16-45 Amended

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

Ordinance 16-45 Amended

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.

Ordinance 16-45 Amended

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



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 Obligor and Obligee listed directly above. Obligor desires to finance the purchase of the Equipment described in Exhibit A to Obligor and Obligee desires to have Obligor 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 Obligor 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 Obligor 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 Obligor 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 liens, 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 Obligor and Obligee mutually agree to utilize an Escrow Account, then immediately following the execution and delivery of this Contract, Obligor and Obligee 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. Obligor 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. Obligor 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. Obligor 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.

Department of Public Service
Jay D. Bennett, Director



ORDINANCE NO. 16 - 37
INTRODUCED BY COUNCIL

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

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

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

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

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

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

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

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

SECTION 3: This Ordinance shall take effect and be in force from and after the earliest period allowed by law.

PASSED: _____, 2016

ATTEST: _____
Susan Culbertson
Clerk of Council

Daniel M. Vincent
President of Council

APPROVED: _____, 2016

Jeff Tilton, Mayor

THIS LEGISLATION APPROVED AS TO FORM


Law Director's Office

STANDARD AGREEMENT FOR PROFESSIONAL SERVICES

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

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

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

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

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

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

IT IS FURTHER MUTUALLY AGREED:

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

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

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

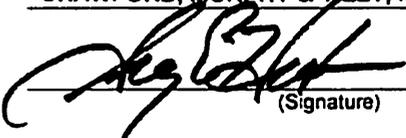
CLIENT:

ENGINEER:

CITY OF ZANESVILLE
(Client Name)

CRAWFORD, MURPHY & TILLY, INC.

(Signature)


(Signature)

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

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

CMT Job No. _____

STANDARD AGREEMENT FOR PROFESSIONAL SERVICES

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

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

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

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

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

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

IT IS FURTHER MUTUALLY AGREED:

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

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

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

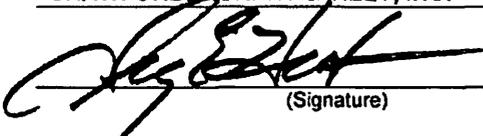
CLIENT:

ENGINEER:

CITY OF ZANESVILLE
(Client Name)

CRAWFORD, MURPHY & TILLY, INC.

(Signature)


(Signature)

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

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

CMT Job No. _____

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

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

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

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

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

PETITION TO ADDRESS COUNCIL

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

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

NAME: Eric Jones

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

ADDRESS: 221 Luck Ave

TELEPHONE: (740) 588-1837

EMAIL (OPTIONAL):

RECEIVED 3:40 P.M. APR 18 2016 CLERK OF COUNCIL

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

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

RACISM OF INDIFFERENCE VS. FAIR TRIAL

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

SIGNATURE Eric Jones

DATE 04/18/16