

Ann Gildow,
Ways and Means Chair

ORDINANCE NO. 2020-09
INTRODUCED BY COUNCIL

ESTABLISHING RATES OF PAY AND BENEFITS FOR SEASONAL EMPLOYEES AND
EMPLOYEES ENGAGED IN STAGE AND TECHNICAL SUPPORT AT SECREST
AUDITORIUM

WHEREAS, Ordinance No. 11-25 currently governs pay and benefit policies as they apply to seasonal maintenance workers and seasonal crew leaders employed by the City of Zanesville; and

WHEREAS, Ordinance No. 13-104 currently governs pay and benefit policies as they apply to stage and technical support employees of the City of Zanesville; and

WHEREAS, in an effort to attract a larger pool of eligible employees for the positions mentioned above, the City desires to increase the current pay rates.

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

SECTION ONE: Applicability of Ordinance

This ordinance shall apply to individuals hired as Seasonal Maintenance Workers, Seasonal Crew Leaders, Trainee Stage Hands, Stage Technicians, and Technical Directors.

SECTION TWO: Overtime Compensation

Employees governed by this ordinance shall receive pay at time and a half for any hours over forty hours worked in a week.

SECTION THREE: Leave Time

No vacation leave, sick leave, or compensatory time shall be accrued by the employees governed by this ordinance. Such employees shall receive no paid holidays and, if required to work on a holiday, shall be paid their normal wage.

SECTION FOUR: Allocation of Pay Ranges to Positions

For each class of positions there is hereby established the pay range shown in this section.

CLASSIFICATION TITLE	PAY RANGE
Seasonal Maintenance Worker	7777A
Seasonal Crew Leader	7777D
Trainee Stage Hand	7777J
Stage Technician	7777K
Technical Director	7777L

SECTION FIVE: Pay Ranges

For each pay range there is hereby established the hourly rates of pay shown in this section.

PAY RANGE	HOURLY RATE	
7777A	Current Minimum Wage Rate	Plus \$1.50 per hour
7777D	Current Minimum Wage Rate	Plus \$3.00 per hour
7777J	Current Minimum Wage Rate	Plus \$1.50 per hour
7777K	Current Minimum Wage Rate	Plus \$2.00 per hour
7777L	Current Minimum Wage Rate	Plus \$3.00 per hour

In cases where the City hires employees governed by this ordinance, whose pay and benefits will be reimbursed to the City by an outside agency, the pay rates of such employees may be different from the pay rates established above and shall be determined by agreement between the City and the outside agency.

SECTION SIX: Inconsistent Ordinances Repealed

Ordinance No. 11-25 and No. 13-104 and all other ordinances or resolutions or any part of an ordinance or resolution inconsistent herewith are hereby repealed.

SECTION SEVEN: Savings Clause

If any clause, section, or part of this ordinance is found to be unconstitutional, illegal, or invalid, such finding shall affect only such clause, section, or part and shall not affect any of the remaining provisions. It is hereby declared to be the intention of City Council that this ordinance would have been adopted had such unconstitutional, illegal, or invalid clause, section, or part not been included.

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

PASSED _____, 2020

ATTEST: _____
Susan Culbertson
Clerk Of Council

Daniel M. Vincent
President Of Council

APPROVED: _____, 2020

This legislation approved as to form:

Donald L. Mason
Mayor



Law Director's Office

Community Development Committee
Mark Baker, Chair

**ORDINANCE NO. 2020-11
INTRODUCED BY COUNCIL**

**AN ORDINANCE AUTHORIZING THE COMMUNITY
DEVELOPMENT DIRECTOR TO EXECUTE AN
AGREEMENT WITH THE MUSKINGUM SOIL AND
WATER CONSERVATION DISTRICT.**

WHEREAS, the City of Zanesville and Muskingum Soil and Water Conservation District (MSWCD) partner on a variety of initiatives, an example being the public education effort regarding storm water quality; and

WHEREAS, the MSWCD sponsors the local Urban Greens Program (UGP), which provides public education and access to fresh food through the development of urban gardens in the City of Zanesville; and

WHEREAS, this effort achieves the goal laid out within the City of Zanesville's Comprehensive Plan to support development of urban agriculture within the city; and

WHEREAS, MSWCD receives funding for the Urban Greens Program from a variety of sources, one of which is the Muskingum County Farm Bureau; and

WHEREAS, MSWCD has requested the City of Zanesville to be a pass-through for the Farm Bureau donation, which would enable the State of Ohio to match those funds, effectively doubling the donation.

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

SECTION ONE: The Community Development Director is hereby authorized to execute an agreement, in substantially the same form as attached "Exhibit A", with the Muskingum Soil and Water Conservation District for the MSWCD Urban Greens Program.

SECTION TWO: This Ordinance shall take effect upon the approval of the Mayor and from and after the earliest period allowed by law.

PASSED: _____, 2020.

ATTEST:

SUSAN CULBERTSON
CLERK OF COUNCIL

DANIEL M. VINCENT
PRESIDENT OF COUNCIL

Ordinance No. 2020-11

APPROVED: _____, 2020 THIS LEGISLATION APPROVED AS TO FORM

DONALD L. MASON,
MAYOR



LAW DIRECTOR'S OFFICE

**Agreement between the
Muskingum Soil and Water Conservation District
and the
City of Zanesville
for the
MSWCD Urban Greens Program**

This agreement is made on the ____ day of _____, 20__ between the City of Zanesville (hereinafter referred to as the “City”) and the Muskingum Soil and Water Conservation District (hereinafter referred to as the “District”).

PURPOSE: The City has identified the need to provide access to healthy food resources for all residents through opportunities for urban agriculture activities such as community gardens, school gardens, home gardens, and urban farms (City of Zanesville Comprehensive Plan, page 89). The District has established the Urban Greens program to support the growth of sustainable urban agriculture and community gardens in Muskingum County by working together with other agencies and organizations to provide education and technical assistance to residents, agencies, organizations, and businesses.

THEREFORE, the City and District agrees as follows:

A. The District agrees to:

1. Provide educational opportunities to schools, groups, and the general public regarding urban agriculture, including gardening, healthy eating, food preparation and storage, etc. Activities may include in-class presentations as well as hands-on clinics or programs.
2. Continue working with Zanesville City Schools on current urban agriculture projects and to assist with the development of new projects.
3. Identify and train volunteers to assist with the community gardens and “Farm to School” garden site(s).
4. Continue working with the Summer Lunch Program to incorporate fresh produce at the “Farm to School” garden site(s).
5. Continue working with partner agencies to provide hands-on learning opportunities for summer youth programs.
6. Continue to provide urban agriculture technical assistance and support by performing soil tests, site reviews and designs, etc.
7. Work with the City and other organizations to provide public community garden sites so that residents and families can establish their own garden plots.

8. Goals and objectives of the program:
 - To support the growth of urban agriculture and community gardens in the City of Zanesville and surrounding Muskingum County.
 - Grow 250 pounds of produce for the Summer Lunch Program at the Farm to School garden sites(s).
 - Engage school-age children in programming by offering classroom presentations and hands-on learning opportunities in the garden.
 - Engage the adult residents and families of the City in urban agriculture by providing community garden sties and educational opportunities in urban agriculture.]
 - Provide technical support and assistance as needed for urban agriculture.
9. The District shall submit an invoice on an annual basis (amount to be determined annually) by March 1, with the invoice to be paid by the City by April 15th each year.

B. The City agrees to:

1. Accept funds from the Muskingum County Farm Bureau Dinner on the farm event, in support of the District's Urban Greens program. The amount will be determined annually by the Muskingum County Farm Bureau and the fund in their entirety will be contributed to the District for the purpose of employing a part-time (intermittent) Urban Agriculture Technician who will oversee the Urban Greens program. Funds will also be permitted to be used for providing said employee training, transportation, supplies, and necessary materials to carry out the goals of the program.
2. Make a payment of said funds, identified above in Section B-1, to the District, by April 15th of each year.
3. Support the Urban greens program by working with the District to identify and encourage the use of public lands for urban agriculture activities, establish regulations and zoning that support urban agriculture, and by considering grants and other funding sources to support the development of urban agriculture sites and programming.

C. It is mutually agreed:

1. Each party to this Agreement intends to carry out all of its respective commitments and obligations under the terms of this Agreement. However, each party to this Agreement is subject to appropriation and/or other authorization for funding in order to fulfill such commitments and obligations. If either party is denied funding, or if it becomes fiscally impossible for it to fulfill its obligations, such party may terminate this Agreement upon sixty (60) days written notice to the other pursuant to item C (8) of this Agreement.
2. This Agreement will remain in effect for one year from the effective day hereof. It may be renewed after a review of the Agreement provisions by both parties and subject to availability of funds for this purpose.
3. This Agreement may be amended at any time as agreed to by the parties hereto.

Attachment to Ordinance No. 2020-11

4. As a condition of this joint Agreement, the District and the City assure and certify that each is in compliance with and will comply in the course of the Agreement with all applicable laws, regulations and other generally applicable requirements, including those set out in 7 CFR 3015 which hereby are incorporated in this Agreement by reference.
5. All activities under this Agreement will be in compliance with the Drug-free Workplace Act of 1988 (Public Law 100-690, title V, Subtitle D).
6. Activities conducted under this Agreement will be in compliance with the nondiscrimination provisions as contained in titles VI and VII of the Civil Rights Act of 198 (Public Law 100-259) and other nondiscrimination statutes, namely Section 504 of the Rehabilitation Act of 1973, and in accordance with the regulations of the Secretary of Agriculture (UCFR-15, Subparts A and B) which provide that no person in the United States shall, on the grounds of race, color, national origin, age, sex, religion, marital status, or handicap be excluded from participation in, be denied benefit of, or be otherwise subjected to discrimination under any program or activity receiving Federal Financial Assistance from the U. S. Department of Agriculture or any agency thereof.
7. Discrimination of programs or services on the basis of race, color, national origin, sex, religion, age, disability, retaliation, political beliefs, sexual orientations, marital or family status, or genetic information is prohibited.
8. Either party can terminate this Agreement by providing a 60-day notice to the other party and final payment is made accordingly.

MUSKINGUM SOIL AND WATER
CONSERVATION DISTRICT

CITY OF ZANESVILLE

Rebecca Vansickle
MSWCD Board Chairperson

William Arnett
Community Development Director

Date

Date

Community Development Committee
Mark Baker, Chair

**ORDINANCE NO. 2020-12
INTRODUCED BY COUNCIL**

**AN ORDINANCE AUTHORIZING THE COMMUNITY DEVELOPMENT
DIRECTOR TO EXECUTE A GIFT AGREEMENT WITH THE
MUSKINGUM COUNTY FARM BUREAU.**

WHEREAS, Ordinance 18-141 authorized the City of Zanesville to execute an agreement with the Muskingum Soil and Water Conservation District (MSWCD) for the Urban Greens Program (UGP), which provides public education and access to fresh food through the development of urban gardens in the City of Zanesville; and

WHEREAS, MSWCD receives funding for the Urban Greens Program from a variety of sources, one of which is the Muskingum County Farm Bureau; and

WHEREAS, the Farm Bureau has requested the City of Zanesville execute a Gift Agreement in order to pass-through the Farm Bureau donation to MSWCD; and

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

SECTION ONE: The Community Development Director is hereby authorized to execute a gift agreement with the Muskingum County Farm Bureau for the MSWCD Urban Greens Program, attached as "Exhibit A".

SECTION THREE: This Ordinance shall take effect upon the approval of the Mayor and from and after the earliest period allowed by law.

PASSED: _____, 2020.

ATTEST:

SUSAN CULBERTSON
CLERK OF COUNCIL

DANIEL M. VINCENT
PRESIDENT OF COUNCIL

APPROVED: _____, 2020

Donald L. Mason,
Mayor

**THIS LEGISLATION APPROVED
AS TO FORM**



LAW DIRECTOR'S OFFICE

**Attachment to Ordinance 2020-12
Gift Agreement**

This Gift Agreement is made effective as of the ____ day of _____, 2020 between the Muskingum County Farm Bureau (the “Donor”) and the City of Zanesville (the “City”).

1. Donor agrees to donate to the City a portion of the funds it raises from its 2019 Muskingum County Farm Bureau Dinner on the Farm event, to be used by the City in support of the Muskingum Soil and Water Conservation District’s (the “District’s”) Urban Greens program. The District created the Urban Greens program to support the growth of sustainable urban agriculture and community gardens in Muskingum County by working together with other agencies and organizations to provide education and technical assistance to residents, agencies, organizations, and businesses. The amount donated shall be determined by the Donor in its sole discretion.

2. The City agrees to contribute all funds received from the Donor to the District for the purpose of employing a part-time (intermittent) Urban Agriculture Technician who will oversee the Urban Greens program. Funds will also be permitted to be used for providing said employee training, transportation, supplies, and necessary materials to carry out the goals of the program.

MUSKINGUM COUNTY FARM BUREAU

CITY OF ZANESVILLE

ERIC REED,
MUSKINGUM COUNTY FARM BUREAU PRESIDENT

WILLIAM ARNETT,
COMMUNITY DEVELOPMENT DIRECTOR

DATE

DATE

ANDREA KACKLEY,
MUSKINGUM COUNTY FARM BUREAU
ORGANIZATION DIRECTOR

DATE

Community Development Committee
Mark Baker, Chair

**ORDINANCE NO. 2020-13
INTRODUCED BY COUNCIL**

AN ORDINANCE AUTHORIZING THE PROPER CITY OFFICIAL TO ENTER INTO AN AMENDED HISTORIC PROPERTY INVESTMENT AGREEMENT IN CONNECTION WITH THE ZANE-ZENITH DOWNTOWN REDEVELOPMENT DISTRICT

WHEREAS, Zanesville City Council previously authorized Ordinance 17-117, which Ordinance certified the property located at 11 North 4th Street, Zanesville, Parcel Number 81-64-03-18-000, as a locally designated historic property (the "Historic Property" or "Zane-Zenith Building");

WHEREAS, Zanesville City Council previously authorized Ordinance 18-92 that engaged the authority granted to the City of Zanesville ("the City") pursuant to Ohio Revised Code ("ORC") Sections 5709.45 through 5709.47 to establish a Downtown Redevelopment District (the "Zane-Zenith DRD") in an area located in Downtown Zanesville and encompassing a 9.65 acre area enclosed by a continuous boundary in which a historic building will be rehabilitated;

WHEREAS, Ordinance 18-93, previously approved by the Zanesville City Council, authorized the proper city official to enter in to a Historic Property Investment Agreement with the Zane-Zenith Company for rehabilitation of the Historic Property;

WHEREAS, Exhibit C of the Historic Property Investment Agreement outlined the planned rehabilitation of the Zane-Zenith Building;

WHEREAS, the Historic Property Owner now desires to increase its investment in rehabilitation of the Historic Property to include changes to the building's façade.

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

SECTION 1: The Proper City Official of the City of Zanesville is hereby authorized to enter into the Amended Historic Property Investment Agreement contained in Exhibit A, by and between the City of Zanesville and the Zane-Zenith Company.

SECTION 2: The Amended Historic Property Investment Agreement shall be in effect throughout the duration of the Zane-Zenith DRD.

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

PASSED: _____, 2020

ATTEST: _____

**SUSAN CULBERTSON
CLERK OF COUNCIL**

**DANIEL M. VINCENT
PRESIDENT OF COUNCIL**

APPROVED: _____, 2020

**Donald L. Mason,
Mayor**

THIS LEGISLATION APPROVED AS TO FORM



LAW DIRECTOR'S OFFICE