

**City Council Meeting  
Agenda of Business  
April 24, 2023**

The Lord's Prayer

Pledge of Allegiance to the Flag

**A. Roll Call**

**B. Approval of Meeting Minutes Dated April 10, 2023**

**C. Communications, Reports, and Resolutions**

1. **Communication from Matt Abbott of the Zanesville-Muskingum County Port Authority** – Mr. Abbott is submitting the recommendations of the Tax Incentive Review Council to continue all of the existing Enterprise Zone agreements.
2. **Resolution No. 2023-40** – Introduced by Council – A Resolution declaring the City of Zanesville's support for the 2023 Zane's Trace Commemoration. (First Reading)

**D. Proposed Ordinances**

1. **Ordinance No. 2023-41** – Introduced by Council – An Ordinance authorizing additional city funds for the S.R. 60 Highway Improvements Project and declaring an emergency. (Emergency or First Reading)
2. **Ordinance No. 2023-42** – Introduced by Council – An Ordinance authorizing the City Auditor to pay an invoice that did not receive authorization before services were performed. (First Reading)
3. **Ordinance No. 2023-43** – Introduced by Council – An Ordinance authorizing the adoption of the Muskingum County 2023 Hazard Mitigation Plan. (First Reading)

**E. Ordinances for Action**

1. **Ordinance No. 2023-33** – Introduced by Council – An Ordinance authorizing the Public Service Director to apply for an OPWC (Ohio Public Works Commission) grant and zero interest loan and execute contracts in connection with the Round 38 State Issue 1 Program, if approved. (Second Reading)

2. **Ordinance No. 2023-36** – Introduced by Council – An Ordinance authorizing the Public Service Director to enter into a Cooperative Agreement for the planning of the Wastewater Treatment Plant Upgrade Project between the City of Zanesville and the Ohio Water Development Authority. (Second Reading)
3. **Ordinance No. 2023-38** – Introduced by Council – An Ordinance authorizing the proper city official to provide funds to Transitions, Inc., for support of operational expenses to provide shelter and programs for victims and families of domestic violence in our community. (Second Reading)

**F. Traffic Orders**

No Traffic Orders were filed for this meeting.

**G. Miscellaneous and Unfinished Business**

**H. Private Petitions and Communications**

No Non-agenda item petitions were filed.

The next regular meeting is scheduled for May 8, 2023.

This meeting is open to the public who may attend in person or attend by phone or Internet using the information below.

Phone **1-844-621-3956** US Toll Free or **1-415-655-0001** US Toll  
Use Access Code: **126 750 8098 #**

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**PUBLIC HEARING**

A Public Hearing was held at 6:30 p.m. on Monday, April 10, 2023, in the City of Zanesville's Council Chambers, 401 Market Street, Zanesville, Ohio, and Council President Daniel Vincent called the public hearing to order at 6:30 p.m. concerning hearing a request made by Brandon Hess to rezone parcels 83-37-03-10-000, 83-37-03-11-000, and 83-37-03-12-000 from C-4 to I-1 in the City of Zanesville.

Mr. Vincent: Good evening everyone. Thank you for coming. We have a public hearing right now, and this public hearing is to hear a request to rezone parcels in the City of Zanesville, Ohio. This request is made by Brandon Hess to rezone parcels 83-37-03-10-000, 83-37-03-11-000, and 83-37-03-12-000 from C-4 to I-1 here in the City of Zanesville. All testimony for and against will be heard. With that, I will turn it over to Mr. Matthew Schley.

Matthew Schley: Thank you, Mr. President. This request has been heard by the City of Zanesville Planning Commission and was recommended for approval by Council. It was also heard at the last Community Development Committee meeting. It was also recommended during that committee meeting to be passed by Council. Essentially what it boils down to is the stretch of State Street in front of Mattingly Foods is an industrial complex. These three parcels, for one reason or another, were zoned to C-4, which is our high classification of commercial. The request came to turn them into an industrial to match what the Mattingly Foods site is, what the majority of the site is zoned. And that would allow them to combine lots, which is their sole desire. I should also say there were no public comment in favor or against, other than that of the applicants.

Mr. Vincent: And right now, these are very small lots that are a parking lot right in the front of the building?

Matthew Schley: Yes, sir. These are not large-scale development lots; they're small compared to other C-4 lots in the city.

Mr. Vincent: Thank you, sir. Any questions from Council?

Mrs. Osborn: Mr. Chair?

Mr. Vincent: Mrs. Osborn.

Mrs. Osborn: Can you remind us, what is the difference with C-4 and I-1? What can go in each of those?

Matthew Schley: So, C-4 is designed to be high density commercial. So, think of your Maple Avenues, your portions of Linden. This is primarily where your commercial centers would be. I-1 is industrial. It's a light industrial zoning, and that's more for factories, warehousing, and trucking centers, and things of that nature that don't necessarily fit within the high density commercial zone.

## ZANESVILLE CITY COUNCIL MEETING MONDAY, APRIL 10, 2023

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Mrs. Osborn: Thank you.

Mr. Vincent: And everything around that is zoned I-1, where Mattingly has their freezers?

Matthew Schley: Yes, absolutely, yes.

Mr. Vincent: Okay. Anything else from Council? Okay, so with that, we will look to the public. Is anyone here to speak in favor of this or against this? To speak at all? Any questions? Last call. Anyone online? No one online. Okay, I don't think we have any questions for you, Mr. Schley. Thank you very much, appreciate it. Nothing else from Council, and we will call this public hearing to a close. Thank you for your time.

### **ZANESVILLE CITY COUNCIL MEETING – MONDAY, APRIL 10, 2023**

The Zanesville City Council met in regular session at 7:00 p.m. on Monday, April 10, 2023 in the City Council Chambers, 401 Market Street, Zanesville, Ohio.

Mr. Vincent: Good evening everyone. I'd like to call Zanesville City Council meeting to order for April 10, 2023. Please stand and join me in the Lord's Prayer followed by the Pledge of Allegiance to the Flag.

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

Mr. Vincent: May I have roll call, please?

The following members of Council answered roll call: Miss Bradshaw, Mr. Pettit, Mrs. Osborn, Mr. Foreman, Mr. Roberts, Mr. Ballmer, Mr. Baker, Mr. Wolfe, Mr. Ware, and Mr. Vincent.

Mr. Vincent: We have a quorum and welcome Mr. Mark Ballmer to your first meeting.

Mr. Ballmer: Thank you.

Mr. Vincent: Glad to have you here and had him sworn in right before Council started. Delighted to have you here.

### **APPROVAL OF MINUTES**

Mr. Vincent: Now we will move on to Approval of the Minutes for March 27, 2023. What is Council's pleasure?

Mr. Pettit moved to approve the minutes of March 27, 2023 as written. It was seconded by Mrs. Osborn.

Mr. Vincent: Moved to approve by Mr. Pettit and seconded by Mrs. Osborn. Is there any discussion? Hearing none, all in favor of approval of the minutes signify by saying aye. Those opposed nay.

A voice vote was taken with all being in favor. None were opposed. Motion carries.

Mr. Vincent: Motion carries. Minutes stand approved.

### **COMMUNICATIONS, REPORTS, AND RESOLUTIONS**

Mr. Vincent: We move now on to Communications, Reports, and Resolutions, which we have none. So we'll move on to our Proposed Ordinances for the evening, starting with Ordinance 2023-32.

### **PROPOSED ORDINANCES**

**Ordinance No. 2023-32** – Introduced by Council – An Ordinance authorizing participation in the ODOT winter contract for road salt awarded in 2023 and declaring an emergency.

Mr. Roberts moved to waive the readings. It was seconded by Mr. Pettit.

Mr. Vincent: Moved to waive by Mr. Roberts and seconded by Mr. Pettit. Is there any discussion of waiving?

Mr. Roberts: Mr. President?

Mr. Vincent: Mr. Roberts.

Mr. Roberts: Public Service Committee earlier tonight recommended approval of this legislation as an emergency.

Mr. Vincent: Thank you, sir, with the deadline of May 1<sup>st</sup>. Is there any other discussion on waiving? Let's have roll call vote for waiving of the readings.

Roll call vote for waiving of the readings.

9 Ayes

0 Nays

0 Absent

Mr. Vincent: Motion to waive carries. Now I need a motion for passage.

Miss Bradshaw moved for passage. It was seconded by Mr. Pettit.

Mr. Vincent: Moved by Miss Bradshaw and seconded by Mr. Pettit. Is there any discussion? This is pretty routine every year for rock salt. With that, we will have roll call vote for passage.

Roll call vote for passage.

9 Ayes

0 Nays

0 Absent

Mr. Vincent: Motion carries. Ordinance is passed. We move now to Ordinance 2023-33.

**Ordinance No. 2023-33** – Introduced by Council – An Ordinance authorizing the Public Service Director to apply for an OPWC (Ohio Public Works Commission) grant and zero interest loan and execute contracts in connection with the Round 38 State Issue 1 Program, if approved.

Mr. Vincent: We are at first reading.

Miss Bradshaw moved for first reading. It was seconded by Mr. Pettit.

Mr. Vincent: Moved by Miss Bradshaw for first reading and seconded by Mr. Pettit. Is there any discussion? Hearing none, all in favor of first reading signify by saying aye. Those opposed nay.

A voice vote was taken with all being in favor. None were opposed. Motion carries.

Mr. Vincent: Motion carries. Returns to our next meeting for second reading. Moving now on to Ordinance 2023-34.

**Ordinance No. 2023-34** – Introduced by Council – An Ordinance authorizing the Public Service Director to advertise for bids and enter into a professional contract for disposal of bio-solids from the City's Wastewater Treatment Facility.

Mr. Roberts moved to waive the readings. It was seconded by Mrs. Osborn.

Mr. Vincent: Moved to waive by Mr. Roberts and seconded by Mrs. Osborn. Is there any discussion on waiving?

Mr. Roberts: Mr. President?

Mr. Vincent: Mr. Roberts.

Mr. Roberts: This was also recommended by Public Service to pass tonight with waiving the readings.

ZANESVILLE CITY COUNCIL MEETING MONDAY, APRIL 10, 2023

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Mr. Vincent: Thank you, Mr. Roberts. Anything else from Council on waiving? Let's have roll call vote for waiving of the readings.

Roll call vote for waiving of the readings.

9 Ayes

0 Nays

0 Absent

Mr. Vincent: Motion to waive carries. Now I need a motion for passage.

Miss Bradshaw moved for passage. It was seconded by Mr. Pettit.

Mr. Vincent: Moved by Miss Bradshaw and seconded by Mr. Pettit. Is there any discussion? Hearing none we will have roll call vote for passage.

Roll call vote for passage.

9 Ayes

0 Nays

0 Absent

Mr. Vincent: Motion carries. Ordinance is passed. We now move on to Ordinance 2023-35.

**Ordinance No. 2023-35** – Introduced by Council – An Ordinance authorizing the proper city official to enter into a professional contract with ADR for the final engineering services for the Muskingum Avenue (Dug Road) Improvements, and declaring an emergency.

Mr. Roberts moved to waive the readings. It was seconded by Mrs. Osborn.

Mr. Vincent: Moved to waive by Mr. Roberts and seconded by Mrs. Osborn. Is there any discussion of waiving?

Mr. Roberts: Mr. President?

Mr. Vincent: Mr. Roberts.

Mr. Roberts: Same.

Mr. Vincent: Thank you, sir. Any other discussion of waiving? Okay, let's have roll call vote for waiving of the readings.

Roll call vote for waiving of the readings.

9 Ayes

0 Nays

0 Absent

Mr. Vincent: Motion to waive carries. Now I need a motion for passage.

Mr. Pettit moved for passage. It was seconded by Miss Bradshaw.

Mr. Vincent: Moved by Mr. Pettit and seconded by Miss Bradshaw. Is there any discussion?

Mayor Mason: Mr. President?

Mr. Vincent: Yes, Mayor.

Mayor Mason: Even as recently as today, I was asked by a citizen about the status of Dug Road. I told him, the Council I thought would be voting on again an additional ordinance relative to moving forward on Dug Road. Again, we're still optimistic that we can go out to bid sometime in the middle of the summer. Running into the Native American remains really slowed the process down a little bit and added a lot more study. But we've cleared all of that, so it's proceeding in due course.

Mr. Vincent: Thank you, Mayor. And with that, there was additional slippage or something more recent, and it's probably good that it came now that we're going to include it with the whole project versus getting the project done only to have problems later on.

Scott Brown: Yes.

Mr. Vincent: Thank you. Any other questions from Council? We will have roll call vote for passage.

Roll call vote for passage.

9 Ayes

0 Nays

0 Absent

Mr. Vincent: Motion carries. Ordinance is passed. We now move on to Ordinance 2023-36.

**Ordinance No. 2023-36** – Introduced by Council – An Ordinance authorizing the Public Service Director to enter into a Cooperative Agreement for the planning of the Wastewater Treatment Plant Upgrade Project between the City of Zanesville and the Ohio Water Development Authority.

Mr. Vincent: We're at first reading.

Miss Bradshaw moved for first reading. It was seconded by Mr. Ware.



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Mr. Vincent: Moved by Miss Bradshaw for first reading and seconded by Mr. Ware. Is there any discussion? Hearing none, all in favor of first reading signify by saying aye. Those opposed nay.

A voice vote was taken with all being in favor. None were opposed.

Mr. Vincent: Motion carries. Returns to our next meeting for second reading. We now move on to Ordinance 2023-37.

**Ordinance No. 2023-37** – Introduced by Council – An Ordinance authorizing the execution of a Memorandum of Understanding between the City of Zanesville and Zanesville Local #1573, Council 8, AFSCME, regarding changes to on-call pay.

Mr. Vincent: We're at first reading, but there was a request to waive.

Mr. Pettit moved to waive the readings. It was seconded by Miss Bradshaw.

Mr. Vincent: Moved to waive by Mr. Pettit and seconded by Miss Bradshaw. Is there any discussion of waiving? With that, Mr. Brown wanted to get this in place. We've not had anything on the books as far as the way that they handle on-call, so they wanted to get this in place as soon as possible. This was presented by the employees and accepted as they requested. Okay, let's have roll call vote for waiving the readings.

Roll call vote for waiving of the readings.

9 Ayes

0 Nays

0 Absent

Mr. Vincent: Motion to waive carries. Now I need a motion for passage.

Miss Bradshaw moved for passage. It was seconded by Mr. Pettit.

Mr. Vincent: Moved by Miss Bradshaw and seconded by Mr. Pettit. Is there any discussion? Hearing none, we will have roll call vote for passage.

Roll call vote for passage.

9 Ayes

0 Nays

0 Absent

Mr. Vincent: Motion carries. Ordinance is passed. Moving now to Ordinance 2023-38.

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**Ordinance No. 2023-38** – Introduced by Council – An Ordinance authorizing the proper city official to provide funds to Transitions, Inc., for support of operational expenses to provide shelter and programs for victims and families of domestic violence in our community.

Mr. Vincent: We're at first reading.

Mr. Baker moved to waive the readings. It was seconded by Miss Bradshaw.

Mr. Vincent: Moved to waive by Mr. Baker and seconded by Miss Bradshaw. Is there any discussion of waiving? Hearing none, we will have roll call vote for waiving the readings.

Roll call vote for waiving the readings.

7 Ayes

2 Nays (Mrs. Osborn and Mr. Roberts)

0 Absent

Mr. Vincent: Seven votes to waive, and that passes. So, now I need a motion for passage.

Miss Bradshaw moved for passage. It was seconded by Mr. Ware.

Mr. Vincent: Moved by Miss Bradshaw and seconded by Mr. Ware. Is there any discussion?

Mr. Roberts: Mr. President?

Mr. Vincent: Mr. Roberts.

Mr. Roberts: I just wanted to predicate my nay vote on that was I just wanted to have some more time to have discussions about this, possibly kicking this over to Ways & Means.

Mr. Vincent: Okay. Thank you, Mr. Roberts. Is there any other discussion?

Mrs. Osborn: That was my vote, as well. I was understanding it was going to committee first.

Mr. Vincent: Okay. All right.

Mr. Baker: I mean, I wouldn't be adverse to this, it going to committee. It's too late for that, though, obviously.

Mr. Vincent: I think you can withdraw your motion to waive and...

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David Tarbert: Make a motion for first reading.

Mr. Baker: Okay.

Mayor Mason: Or just send it to committee. You can move it to committee, a motion to go to committee.

Mr. Baker: Okay. I'll do that, and I'll move to send it to committee.

Mr. Pettit: Second.

Mr. Vincent: Motion by Mr. Baker to send it to Ways and Means Committee and seconded by Mr. Pettit. Is there any discussion? Do we need a roll call vote of that just to be sure?

David Tarbert: I don't know what the motion is. Are we motioning to postpone or are we motioning to withdraw the motion to waive? Because right now, we're still on a motion to waive. I don't know of anything about a motion to send to committee, so it's got to be to postpone or to withdraw the motion to waive and do a motion for first reading.

Mr. Vincent: Okay. So would you like to include your motion to postpone until after the next Ways and Means Committee meeting?

Mr. Baker: Yes.

Mr. Vincent: So, a refresher on Mr. Baker's motion is to postpone...

Mr. Baker: Postpone and send it to committee.

Mr. Vincent: To the Ways and Means Committee.

Mr. Baker: Yes.

David Tarbert: Postpone to a date certain?

Mr. Vincent: I'm sorry.

David Tarbert: Postpone to a date certain or it comes back to the next meeting?

*At this time, there was discussion when the next Ways & Means Committee meeting is.*

Mr. Vincent: When is our next Ways & Means Committee meeting?

Mr. Foreman: Next meeting just to give it opportunity.

Mr. Roberts: We should have one scheduled the 17<sup>th</sup>, 18<sup>th</sup>, or 19<sup>th</sup>.

Mr. Vincent: The 17<sup>th</sup>, but it may have to move. So with that, Mr. Tarbert, as far as withdrawing the motion to waive, does that work?

David Tarbert: Sure.

Mr. Vincent: And then go to first reading.

David Tarbert: Sure. That would be great, and let's just do roll call to be safe.

Mr. Vincent: And we'll do a roll call to be safe. So, with that, Mr. Baker, Ways and Means is scheduled for the 17<sup>th</sup>, but there's some conflicts with time.

Mr. Roberts: I can make it work.

Mr. Vincent: I'm sorry.

Mr. Roberts: I'll make it work somehow.

Mr. Vincent: The 17<sup>th</sup>?

Mr. Roberts: Yes.

Mr. Vincent: Okay. Let's just go with what we're doing, and that way it's clear. So, Mr. Baker, are you willing then to withdraw your motion to waive and then make a motion for first reading and do roll call vote on that just to be safe.

Mr. Baker: Okay.

Mr. Vincent: It has a chance to go to Ways and Means.

Mr. Baker: Okay, I'd like to withdraw my motion to waive and go to first reading.

Mr. Vincent: Okay, the motion then from Mr. Baker to withdraw his motion to waive and go to first reading. Is there a second?

Miss Bradshaw: Second.

Mr. Vincent: Second by Miss Bradshaw. Any discussion on that? Is everyone clear? I hope. A lot of options here. Okay, let's have roll call vote on that just so we're perfectly clear. We'll be cautious.

Roll call vote for first reading.

9 Ayes

0 Nays

0 Absent

Mr. Vincent: Okay with that, that motion passes. So we passed first reading and returns to our next meeting for second reading, and that will give it a chance to get to Ways and Means for further discussion. And we'll go from there. So, thank you everyone. Moving on to Ordinance 2023-39.

**Ordinance No. 2023-39** – Introduced by Council – An Ordinance authorizing advertising for bids and entering into a contract to purchase a new computerized records management and computer aided dispatch system for the Zanesville Police & Fire Departments, and declaring an emergency.

Mr. Vincent: Motion to waive?

Mr. Pettit moved to waive the readings. It was seconded by Miss Bradshaw.

Mr. Vincent: Moved by Mr. Pettit and seconded by Miss Bradshaw. Is there any discussion of waiving? Hearing none, we will have roll call vote for waiving of the readings.

Roll call vote for waiving the readings.

9 Ayes

0 Nays

0 Absent

Mr. Vincent: Motion to waive carries. Now I need a motion for passage.

Miss Bradshaw moved for passage. It was seconded by Mr. Pettit.

Mr. Vincent: Moved by Miss Bradshaw and seconded by Mr. Pettit. Is there further discussion?

Mr. Roberts: Mr. President?

Mr. Vincent: Mr. Roberts.

Mr. Roberts: I just had a question for the administration as far as we've already passed an ordinance authorizing the bidding of this. Is there a reason for passing a second one?

David Tarbert: Are you asking me, sir? I mean...

Mayor Mason: We found out...

David Tarbert: They rejected all bids. There were some irregularities in the bids, and the City has the right to reject all bids, and that's what they did. And so now we're just rebidding it.

Mr. Roberts: Fair enough.

Mr. Vincent: Any other questions from Council? Okay, let's have roll call vote for passage.

Roll call vote for passage.

9 Ayes

0 Nays

0 Absent

Mr. Vincent: Motion carries. Ordinance is passed. Moving now to Ordinances for Action, and our first is Ordinance 2023-26.

### **ORDINANCES FOR ACTION**

**Ordinance No. 2023-26** – Introduced by Council – An Ordinance to amend and revise the zoning map and make permanent zoning in the City of Zanesville, Ohio as herein provided.

Mr. Vincent: We're at third reading.

Mr. Pettit moved for third reading and passage. It was seconded by Miss Bradshaw.

Mr. Vincent: Moved by Mr. Pettit for third reading and passage and seconded by Miss Bradshaw. Is there any discussion? We had a public hearing prior to Council on this. And there's no concerns expressed by anyone. No comments from Council? Okay, let's have roll call vote for passage.

Roll call vote for passage.

9 Ayes

0 Nays

0 Absent

Mr. Vincent: Motion carries. Ordinance is passed.

### **TRAFFIC ORDERS**

No traffic orders were filed for this meeting.

Mr. Vincent: Moving down our agenda, we have no Traffic Orders.

### **MISCELLANEOUS AND UNFINISHED BUSINESS**

Mr. Vincent: So we'll move to Miscellaneous and Unfinished Business and turn to the Mayor first. What good news do you have for us, sir?

## ZANESVILLE CITY COUNCIL MEETING MONDAY, APRIL 10, 2023

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Mayor Mason: Well, we had a very successful Colt Ford concert last week. Coming up in May, we have on May 19<sup>th</sup>, the Motown Revue that the sales are going strong for. And of course, Motown Revue will be held by a private promoter in town, but we're doing a revenue sharing. Then on June 1<sup>st</sup>, we kick off our Secret Concert Series Year 2023, and that's on June 1<sup>st</sup> with Thunderstruck. I can name the rest for you, but it should be a very good turnout. They're an AC/DC tribute band.

Mr. Vincent: So, if you like AC/DC, this is pretty awesome band. I've actually heard them.

Mayor Mason: Most of the groups we bring are for people, I'd say 40 and over. But as I officiate wrestling across really Ohio, it's interesting that the 16-18 year olds listen to AC/DC as they're getting warmed up to go out and wrestle. So I think we might possibly have a very broad dispersion of age at this concert.

Mr. Vincent: I have a great nephew who is six, and he's a big AC/DC fan, thanks to his father.

Mayor Mason: Well, there you go.

Mr. Vincent: It's a family event. If you enjoy anything from AC/DC, you'll enjoy this event. So, hope to see everyone there. Anything else from the administration? Good job booking, whoever decided. Very nice.

### **PRIVATE PETITIONS AND COMMUNICATIONS**

Mr. Vincent: Okay, we have no private petitions and communications. Anything else from Council?

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

A voice vote was taken with all being in favor of adjournment. None were opposed.

The meeting ended about 7:16 p.m.

Mr. Vincent: Thank you everyone and have a good evening.

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Billie Corns  
Clerk of Council

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Daniel M. Vincent  
President of Zanesville City Council



ZANESVILLE - MUSKINGUM COUNTY

**PORT AUTHORITY**

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RECEIVED

APR 06 2023

CLERK OF COUNCIL

March 29, 2023

Honorable Members of Council  
401 Market Street  
Zanesville, OH 43701

Re: Tax Incentive Review Council recommendations

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

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

Sincerely,

Matt Abbott  
Executive Director



**City of Zanesville Enterprise Zone  
Tax Incentive Review Council  
Annual Meeting  
Tuesday, March 28, 2023  
Muskingum County Welcome Center**

**MINUTES**

Call to order by Debra Nye, Muskingum County Auditor

Introduction of members present:

**Voting Members** – Ty Dierkes, Mid-East CTC & West Muskingum LSD; Jody Spencer, Muskingum County Rep; Eric Reed, Muskingum County Rep; Rob Sharrer, City of Zanesville; Mike Young, Zanesville City Schools.

**Non-Voting Members** – Melissa Bell, Muskingum County Commissioner; Don Mason, City of Zanesville, Mayor; Cindy Cameron, Muskingum County Commissioner; Mollie Crooks, Muskingum County Commissioner; Matt Abbott, Port Authority; Amy Young, Port Authority; Debra Nye, County Auditor; Caitlin Tacker, Auditor's Office; Heather Crawford & Mike Murphy, Ag-Pro.

**2022 City of Zanesville TIRC Minutes**

*Motion to approve by Jody Spencer, Muskingum County Rep., and Seconded by Ty Dierkes, West Muskingum LSD. Motion carried.*

**2 Agreements in Compliance**

Store It, LLC et al.

ABB Leasing

**1 Agreement Out of Compliance**

**AG-Pro LLC** created 0 FT jobs and retained 19 FT jobs. According to their agreement, there should have been 6 jobs created, with a payroll of \$250,000.

Heather Crawford, the new location manager for Zanesville's AG-Pro, LLC addressed the group. She said she has only been in the role for a short time and has been doing her best to evaluate where the issues lie and what is the best path forward to addressing them. Heather said the biggest hurdle is hiring and employee tenure; many new hires only stay for a month or less. AG-Pro LLC has increased their pay scale across the board and implemented hiring/performance bonuses. Heather does not believe that the issue is related to salary, it is more related to the available qualified workforce. The company is advertising on all social job sites and was active at this year's Muskingum County Fair. They are also trying to expand their training partnership with Owens.

*Moved to continue by Jodi Spencer, Muskingum County Rep. and Seconded by Kade Haddock, City of Zanesville. Motion Carried*

**Tax Increment Financing/Community Reinvestment**

Muskingum County Auditor, Debra Nye, reported on the Community Reinvestment Area (CRA), Tax Increment Financing (TIF) and Enterprise Zone Agreements within the city and county.

*Meeting was adjourned by Debra Nye.*

**Don Mason**  
**Mayor**

**RESOLUTION NO. 2023 – 40**

**A RESOLUTION DECLARING THE CITY OF ZANESVILLE’S SUPPORT FOR THE 2023  
ZANE’S TRACE COMMEMORATION**

**WHEREAS**, the Mayor and City Council have determined that the Zane’s Trace Commemoration is beneficial to commerce, in and around the City, and serves to promote the historical reputation of the City of Zanesville, near and far; and

**WHEREAS**, The Zane’s Trace Commemoration honors the historical, cultural, and economic significance of the City of Zanesville and Muskingum County; and

**WHEREAS**, The Mayor and this Council wish to commend the proper officials and organizations who work diligently to ensure that this event is an annual success; and

**WHEREAS**, The previous Commemorations have been well received by both the citizens of Zanesville and surrounding communities; and

**WHEREAS**, The 2023 Zane’s Trace Commemoration is scheduled to take place on June 16<sup>th</sup>, 17<sup>th</sup>, and 18<sup>th</sup>, 2023 in the Historic Putnam Neighborhood.

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

**SECTION ONE:** The Zane Trace Commemoration as proposed by the Zane’s Trace Commemoration, a non-profit organization, and its organizers are hereby given the support of the Mayor and the Council of the City of Zanesville, Ohio.

**SECTION TWO:** The Mayor and his administration are hereby authorized to promote, plan, organize and support the commemoration to the fullest extent allowed by law.

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

**PASSED:** \_\_\_\_\_, 2023

**ATTEST:** \_\_\_\_\_  
**BILLIE CORNS**  
**CLERK OF COUNCIL**

\_\_\_\_\_  
**DANIEL M. VINCENT**  
**PRESIDENT OF COUNCIL**

**APPROVED** \_\_\_\_\_, 2023

**THIS LEGISLATION APPROVED AS TO FORM**

\_\_\_\_\_  
**DON MASON, MAYOR**

\_\_\_\_\_  
**DAVID J. TARBERT, LAW DIRECTOR**

Public Service Committee  
Andrew Roberts, Chair

**ORDINANCE NO. 2023 - 41**  
**INTRODUCED BY COUNCIL**

**AN ORDINANCE AUTHORIZING ADDITIONAL CITY FUNDS FOR THE S.R. 60 HIGHWAY IMPROVEMENTS PROJECT AND DECLARING AN EMERGENCY.**

**WHEREAS**, Ordinance 2023-31 authorized the Director of Public Service to execute a contract with the Director of Transportation providing for the payment of the \$13,944.00 to cover the estimated local share of the base bid for the S.R. 60 highway improvements; and

**WHEREAS**, based on the actual competitive bidding results and selected alternates, the estimated local share necessary to move forward with the project has increased an additional \$253,088.00; and

**WHEREAS**, the administration desires the Director of Transportation to proceed with the aforesaid highway improvement; and

**WHEREAS**, in order to expedite the highway project and promote highway safety, this ordinance should be considered an emergency.

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

**SECTION ONE:** That the estimated sum of Two Hundred Fifty-Three Thousand and Eighty-Eight and - - - 00/100 Dollars (\$253,088.00) is hereby appropriated from line items 202-6541-54426 and 203-6531-54426 for the improvement described above and the fiscal officer is hereby authorized and directed to issue an order on the treasurer for said sum upon the requisition of the Director of Transportation to pay the cost and expense of said improvement.

**SECTION TWO:** The City hereby requests the Director of Transportation to proceed with the aforesaid highway improvement.

**SECTION THREE:** For the reasons stated above, 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:** \_\_\_\_\_, 2023

**ATTEST:**

\_\_\_\_\_  
BILLIE CORNS,  
Clerk of Council

\_\_\_\_\_  
DANIEL M. VINCENT,  
President of Council

**ORDINANCE NO. 2023 – 41**

**APPROVED:** \_\_\_\_\_, 2023

**THIS LEGISLATION APPROVED AS TO FORM**

\_\_\_\_\_  
DONALD MASON,  
Mayor

\_\_\_\_\_  
**LAW DIRECTOR'S OFFICE**

**Secrest Auditorium**

**ORDINANCE NO. 2023 – 42  
INTRODUCED BY COUNCIL**

**AN ORDINANCE AUTHORIZING THE CITY AUDITOR TO PAY AN INVOICE THAT DID NOT RECEIVE AUTHORIZATION BEFORE SERVICES WERE PERFORMED**

*WHEREAS*, Secrest Auditorium purchased the technical services of sound and lighting for auditorium events from ZT Technical, LLC; and

*WHEREAS*, purchase orders were not obtained for the purchases made in March and April of 2023, until April 3, 2023, making it necessary for City Council to approve payment.

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

**SECTION ONE:** The City Auditor is hereby authorized to pay the following invoices from ZT Technical, LLC in the amount of \$9,115.21 for services performed prior to the purchase order being secured.

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

PASSED \_\_\_\_\_, 2023

ATTEST: \_\_\_\_\_  
Billie Corns  
Clerk of Council

\_\_\_\_\_  
Daniel M. Vincent  
President of Council

APPROVED: \_\_\_\_\_, 2023

This legislation approved as to form:

\_\_\_\_\_  
Donald Mason  
Mayor

\_\_\_\_\_  
Law Director's Office

**Public Service Committee  
Andrew Roberts, Chair**

**ORDINANCE NO. 2023-43  
INTRODUCED BY COUNCIL**

**AN ORDINANCE AUTHORIZING THE ADOPTION OF THE MUSKINGUM  
COUNTY 2023 HAZARD MITIGATION PLAN**

*WHEREAS*, the City of Zanesville, Muskingum County, Ohio, is vulnerable to natural hazards which may result in loss of life and property, economic hardship, and threats to public health and safety, and

*WHEREAS*, Section 322 of the Disaster Mitigation Act of 2000 (DMA 2000) requires state and local governments to develop and submit for approval to the President a mitigation plan that outlines processes for identifying their respective natural hazards, risks, and vulnerabilities, and

*WHEREAS*, the City of Zanesville acknowledges the requirements of Section 322 of DMA 2000 to have an approved Hazard Mitigation Plan as a prerequisite to receiving post-disaster Hazard Mitigation Grant Program funds, and

*WHEREAS*, the Muskingum County 2023 Hazard Mitigation Plan has been developed by the Muskingum County Emergency Management Agency in cooperation with other county departments, officials, and citizens of the City of Zanesville, and

*WHEREAS*, a public involvement process consistent with the requirements of DMA 2000 was conducted to develop the Muskingum County 2023 Hazard Mitigation Plan, and

*WHEREAS*, the Muskingum County 2023 Hazard Mitigation Plan recommends mitigation activities that will reduce losses to life and property affected by both natural hazards that face the County and its municipal governments.

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

**SECTION ONE:** The Muskingum County 2023 Hazard Mitigation Plan is hereby adopted as the official Hazard Mitigation Plan of the City of Zanesville.

**SECTION TWO:** The respective officials and agencies identified in the implementation strategy of the Muskingum County 2023 Hazard Mitigation Plan are hereby directed to implement the recommended activities assigned to them.

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

**ORDINANCE NO. 2023 – 43**

**PASSED:** \_\_\_\_\_, 2023

**ATTEST:** \_\_\_\_\_  
**BILLIE CORNS,**  
**Clerk of Council**

\_\_\_\_\_  
**DANIEL M. VINCENT,**  
**President of Council**

**APPROVED:** \_\_\_\_\_, 2023

**THIS LEGISLATION APPROVED AS TO FORM**

\_\_\_\_\_  
**DONALD MASON,**  
**Mayor**

\_\_\_\_\_  
**LAW DIRECTOR'S OFFICE**

Because the Muskingum County 2023 Hazard Mitigation Plan is 300 pages long, it is not attached here. See below for options for obtaining a copy of this document:

1. To request a copy to be sent to your email, please email the Clerk of Council at [council@coz.org](mailto:council@coz.org), and the document will be emailed to you as a PDF.
2. A hardcopy is also available in the Clerk of Council's Office Monday through Friday from 8:00 a.m. to 5:00 p.m.
3. A digital copy may also be obtained by visiting <https://coz.org/AgendaCenter>.



Public Service Committee  
Andrew Roberts, Chair

**ORDINANCE NO. 2023 - 33  
INTRODUCED BY COUNCIL**

**AN ORDINANCE AUTHORIZING THE PUBLIC SERVICE DIRECTOR TO APPLY FOR AN OPWC (OHIO PUBLIC WORKS COMMISSION) GRANT AND ZERO INTEREST LOAN AND EXECUTE CONTRACTS IN CONNECTION WITH THE ROUND 38 STATE ISSUE 1 PROGRAM, IF APPROVED.**

**WHEREAS**, the City of Zanesville is eligible for Round 38 State Issue 1 Financial Assistance contingent upon proper application submittal and State approval; and

**WHEREAS**, authorized legislation by City Council is appropriate to submit applications and execute contracts in connection with State Issue 1 Financial Assistance Program for Round 38.

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

**SECTION ONE:** The Public Service Director is hereby authorized to apply for a grant and zero interest loan application and execute contract(s), if offered, for Round 38 State Issue 1 Financial Assistance Program and infrastructure improvement for OPWC Round 38.

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

**PASSED:** \_\_\_\_\_, 2023

**ATTEST:**

\_\_\_\_\_  
Billie Corns  
Clerk of Council

\_\_\_\_\_  
Daniel M. Vincent  
President of Council

**APPROVED:** \_\_\_\_\_, 2023

**THIS LEGISLATION APPROVED  
AS TO FORM**

\_\_\_\_\_  
DONALD MASON  
Mayor

\_\_\_\_\_  
**Law Director's Office**

Department of Public Service  
Scott Brown, Director

**ORDINANCE NO. 2023 - 36  
INTRODUCED BY COUNCIL**

**AN ORDINANCE AUTHORIZING THE PUBLIC SERVICE DIRECTOR  
TO ENTER INTO A COOPERATIVE AGREEMENT FOR THE  
PLANNING OF THE WASTEWATER TREATMENT PLANT UPGRADE  
PROJECT BETWEEN THE CITY OF ZANESVILLE AND THE OHIO  
WATER DEVELOPMENT AUTHORITY**

**WHEREAS**, the City of Zanesville (referred to as the LGA) has determined a need to acquire a loan for the planning of the Wastewater Treatment Plant Upgrade; and

**WHEREAS**, the LGA desires to obtain a loan from the Ohio Water Development Authority (referred to as OWDA) to finance costs of the planning of such facilities on the terms set forth in the cooperative agreement; and

**WHEREAS**, the OWDA has indicated its willingness to make a loan for that purpose and on those terms.

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

**SECTION ONE:** The City hereby approves the planning of the Wastewater Treatment Plant in cooperation with the OWDA under the provisions, terms, and conditions set forth in the Cooperative Agreement for State Planning Project (see Attachment A) and hereby authorizes the Public Service Director and the Chief Fiscal Officer of the City to execute the Cooperative Agreement with the OWDA substantially in the form set forth in Attachment A.

**SECTION TWO:** It is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were passed in an open meeting resulted in such formal action, were in meetings open to the public in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

**SECTION THREE:** The cost of the planning is estimated to be \$476,177.00 and shall be taken from Line Item 612.5473.54458.

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

**ORDINANCE NO. 2023 - 36**

**PASSED:** \_\_\_\_\_, 2023

**ATTEST:** \_\_\_\_\_  
Billie Corns  
Clerk of Council

\_\_\_\_\_  
Daniel M. Vincent  
President of Council

**APPROVED:** \_\_\_\_\_, 2023

**THIS LEGISLATION  
APPROVED AS TO FORM**

\_\_\_\_\_  
DONALD MASON  
Mayor

\_\_\_\_\_  
Law Director's Office

**AGREEMENT FOR ENGINEERING SERVICES**

This Agreement made this \_\_\_\_\_ day of \_\_\_\_\_ 2023, by and between the City of Zanesville, 401 Market Street, Zanesville, Ohio 43701 (hereinafter referred to as CLIENT) and CTI Engineers, Inc., 17 South Main Street, Suite 201, Akron, Ohio 44308 (hereinafter referred to as CTI).

Whereas, the CLIENT desires to engage CTI to perform certain professional services in connection with improvements to the Zanesville Wastewater Treatment Plant (hereinafter referred to as the project).

Now, therefore, the CLIENT and CTI do hereby agree as follows:

- 1. CTI shall provide engineering services, in the form of an evaluation analysis of the WWTP, for the Project as outlined in attached Appendix B, Scope of Services, in accordance with the terms and conditions of this Agreement.
- 2. The CLIENT shall assume responsibilities relative to the project as outlined in the attached Appendix B, Scope of Services.
- 3. For the services provided by CTI as outlined in the attached Appendix B, Scope of Services, CTI shall be paid the following fees:

<b>Service</b>	<b>Fee Basis</b>	<b>Fee</b>
<u>WWTP Evaluation Analysis</u>	<u>Cost Plus</u>	<u>\$476,177.00</u>

For the cost-plus services provided by CTI as outlined in the attached Appendix B, Scope of Services, CTI will be paid an amount equal to salary costs plus 120 percent of salary costs plus 100 percent of direct non-salary expenses.

Salary costs shall include the salaries and wages paid to all CTI personnel engaged directly on the project, plus the cost of customary and statutory benefits and payroll taxes. Direct non-salary expenses shall include subcontracts, travel and subsistence, computer and CADD service charges, communications, field supplies and equipment rental, reproduction, and other project-related expenses.

- 4. Additional services may be performed when authorized in writing by the CLIENT. Compensation for these additional services shall be at salary cost plus 120 percent of salary cost plus 100 percent of direct non-salary expenses.
- 5. Invoices will be submitted by CTI monthly. For lump sum services, the invoice amount will be based upon the percentage of work completed during the period. For cost-plus or hourly rate services, the invoice amount will be based upon the time and expenses chargeable to the project during the period.
- 6. Payments for invoices submitted by CTI are due and payable upon receipt. Payments due CTI under this Agreement are subject to a service charge of 1-1/2 percent per month on all balances not paid within twenty-five (25) days after the date of receipt of invoice.

**AGREEMENT FOR ENGINEERING SERVICES**

Unless otherwise stipulated in writing, CTI is authorized to begin work on the project upon receipt from the CLIENT of an executed copy of this Agreement.

The following appendices are attached hereto and made a part of this Agreement as if written herein: Appendix A, General Conditions, and Appendix B, Scope of Services.

In witness whereof, both parties have caused this Agreement to be executed by their duly authorized representatives as of the day and year first written above.

ACCEPTED BY CLIENT:

ACCEPTED BY CTI:

CITY OF ZANESVILLE, OHIO

CTI ENGINEERS, INC.

BY 

BY 

NAME Scott Brown

NAME Richard W. Reed, P.E.

TITLE Public Service Director

TITLE CEO/President

DATE 3-13-23

DATE 3-3-25

(Insert here and on first line)

## Attachment A for Ordinance 2023-36

### APPENDIX A GENERAL CONDITIONS

1. **Standard of Care.** Services performed by CTI under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same or similar locality under similar conditions. CTI makes no warranty or guarantee, either expressed or implied, as part of this Agreement. CTI shall not be liable in the event that erroneous information is supplied by the CLIENT or a responsible third party not under contract to CTI, and CTI in good faith subsequently relies upon and incorporates such information into its documents.
2. **Non-Disclosure.** CTI shall not disclose or permit disclosure of any information designated in writing by the CLIENT as confidential, except to its employees and subcontractors who need such information in order to execute the services under this Agreement.
3. **Opinions of Cost.** Where applicable, statements concerning probable construction cost or cost estimates prepared by CTI represent the judgment of design professionals familiar with the construction industry. It is recognized, however, that neither the CLIENT nor CTI has any control over the cost of labor, materials, or equipment; the contractor's methods of determining bid prices; or competitive bidding or market conditions. Accordingly, CTI cannot and does not guarantee that bids or construction costs will not vary from any statement of probable construction cost or other cost estimate prepared by CTI.
4. **Ownership and Reuse of Documents.** Any calculations, drawings, specifications, manuals, and reports developed pursuant to this Agreement, including files and documents in electronic format, are instruments of service, and CTI shall retain all ownership, copyrights, and intellectual property interests therein. The CLIENT may, at its expense, make copies for information and reference in connection with use and occupancy of the project. However, such documents are not intended to be suitable for reuse by the CLIENT without verification and adaptation by CTI, and any reuse will be at the CLIENT'S sole risk and without liability to CTI.
5. **Electronic Copies of Documents.** CTI shall not be required to provide electronic copies of documents or CADD files unless specifically required by the Scope of Services. Any electronic or CADD file shall be considered a convenience to the CLIENT. Format and layering shall be CTI's standard unless required otherwise by the Scope of Services. In the event of a discrepancy or difference between an electronic or CADD file and a hard copy, the sealed paper copy shall govern. Due to the easily alterable nature of electronic files, CTI makes no warranty, express or implied, with respect to the accuracy, completeness, absence of viruses, or fitness for any particular purpose or use. The CLIENT shall not make modifications to or permit others to make copies of or modifications to electronic copies of documents or CADD files without prior written authorization of CTI.
6. **Insurance.** CTI shall, during the performance of the Agreement, keep in force statutory Workers Compensation Insurance, Comprehensive General Liability, and Automobile Liability Insurance with a combined single limit of \$1 million for bodily injury and property damage, and Professional Liability Insurance with an aggregate limit of \$2 million.
7. **Limitation of Liability.** In recognition of the relative risks and benefits of the project to the CLIENT and to CTI, the CLIENT agrees to an allocation of risks such that CTI's total liability to the CLIENT for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this Agreement from any cause or causes shall not exceed \$100,000 or two times the amount of CTI's total fees for services rendered on the project, whichever is greater. The CLIENT agrees that CTI's officers, employees, and agents will have no personal liability to the CLIENT for any damages arising out of or relating to this Agreement. It is further agreed that the parties each waive their right to indirect, incidental, special, consequential, or punitive damages.
8. **Suspension, Cancellation, and Termination.** The CLIENT may terminate this Agreement for the CLIENT'S convenience and without cause upon giving CTI not less than 30 calendar days' written notice. Either party may terminate the Agreement immediately upon the other's filing of bankruptcy, insolvency, or assignment to creditors. This Agreement may be terminated by either party for cause upon 30 calendar days' written notice of a substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party; cancellation of the project; suspension of CTI's services for more than 90 calendar days; or material changes in conditions or the nature of the project and failure of the parties to reach agreement on compensation and schedule adjustments necessitated by such changes. During the 30-day period, the party receiving the termination notice shall have the right to cure the failure or submit a plan to cure acceptable to the other party. In the event the Agreement is terminated by either party, CTI shall be compensated for services performed up to the date of termination.
9. **Force Majeure.** If an event or circumstance beyond CTI's reasonable control occurs, including without limitation an act of God, fire, flood, hurricane, wind event, storm, weather disturbance, earthquake, pandemic, disease, epidemic, or other viral or bacterial outbreak, government-ordered shutdown, quarantine or shelter-in-place order, an act or omission of a third party, strike, war, riot, terrorism or threat of terrorism, civil unrest, or any other event or circumstance not within the reasonable control of CTI, whether similar or dissimilar to any of the foregoing, that cause CTI delay or additional expense ("Force Majeure Event"), then CTI is entitled to an equitable adjustment in the contract price or time for performance. If any Force Majeure Event renders CTI's performance impossible or impracticable, CTI has the right to terminate performance under this Agreement consistent with any termination requirements that might exist in this Agreement. Upon occurrence of a Force Majeure Event, CTI will notify the CLIENT within a reasonable time that a Force Majeure Event has occurred and its anticipated impact on CTI's performance, including its expected duration. CTI will use reasonable efforts to mitigate the impact of any Force Majeure Event on CTI's ability to perform under this Agreement.

10. **Non-Payment.** If the CLIENT does not make timely payments on invoices to CTI, CTI may, upon giving 30 calendar days' written notice of its intent to do so, suspend its services or terminate this Agreement by reason of non-performance on the part of the CLIENT.
11. **Disputes.** All claims, disputes, and other matters in question between the parties relative to this Agreement shall first be submitted to nonbinding mediation, unless the parties mutually agree otherwise. In the event the parties are unable to reach a settlement of any dispute or claim arising out of services under this Agreement through mediation, the parties may pursue their respective remedies at law or equity, unless the amount in controversy exceeds \$250,000, in which case the matter shall be decided by arbitration. A panel of three arbitrators shall be required. The decision rendered by the arbitrators shall be final and shall be specifically enforceable under the prevailing law of any court having jurisdiction. Fees of the arbitrators shall be shared equally by both parties. Neither the CLIENT nor CTI shall have the right to join a third party to any proceedings between the CLIENT and CTI unless the other party to this agreement consents to the joinder.
12. **Construction Phase Services.** Neither the activities of CTI under this Agreement nor the presence of its employees or agents at the job site shall imply any responsibility for the CLIENT's or construction contractor's methods of work performance, superintendence, supervision, sequencing of construction, or safety on or about the job site. CTI shall not be responsible for the failure of any contractor, subcontractor, or supplier not under contract to CTI to fulfill its responsibilities to the CLIENT or to comply with federal, state, or local laws/regulations/codes. CTI shall not be bound by any provision or obligation contained in the construction contract documents unless specifically included or referenced in the Scope of Services of this Agreement.
13. **Resident Observation.** Where applicable, services under "Resident Observation" or "Resident Project Representation" are provided to help minimize the risk of defects and deficiencies in the work of the construction contractor. Such services will consist of visual observations of the construction work and the equipment and materials used therein to enable CTI to render its professional opinion as to whether the work, in general, is proceeding in accordance with the contract documents. Such observation activities shall not be relied upon by any party as acceptance of the work, nor shall they relieve any party from fulfillment of customary and contractual responsibilities and obligations.
14. **Subsurface Investigations.** For services involving underground investigations and borings, the CLIENT understands that there is a risk that underground conditions may vary between, below, and beyond the actual locations explored. Accordingly, CTI cannot and does not guarantee that underground conditions encountered during construction will not differ from those indicated by the investigation.
15. **Hazardous Materials.** Hazardous materials may exist at a site when there is no reason to believe they could or should be present. The CLIENT agrees that discovery of unanticipated hazardous materials constitutes a changed condition which may be cause for additional compensation. At no time shall the actions of CTI on or off the project site be interpreted to make CTI an owner, operator, generator, transporter, or disposer of hazardous materials. CTI shall notify the CLIENT upon discovery of unanticipated hazardous materials. The CLIENT shall make any disclosures required by law to appropriate regulatory agencies or to the property owner, if the project site is not owned by the CLIENT.
16. **Fees and Taxes.** The CLIENT shall pay any applicable sales taxes, review fee(s), and/or permit fee(s) in the manner and amount required by law.
17. **Expert Witness Services.** CTI's services under this Agreement do not include participation in mediation, litigation, arbitration, or administrative judicial hearings on behalf of the CLIENT. Such services, if required, would be considered additional services subject to additional compensation.
18. **Purchase Orders.** The CLIENT agrees that these conditions supersede any standard terms and conditions contained in a preprinted purchase order issued by the CLIENT in connection with the project.
19. **Assignment and Successors.** Neither party shall assign, transfer, or sublet any rights under or interest in this Agreement without the prior written consent of the other party. This provision shall not prevent CTI from employing independent subconsultants and subcontractors to assist CTI in the performance of its duties. Each party binds itself to the successors, administrators, and assigns of the other party in respect to all covenants of this Agreement. Nothing in this Agreement shall be construed to give any rights, benefits, or causes of action to anyone other than the CLIENT and CTI.
20. **Waiver.** Any failure by CTI to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and CTI may subsequently require strict compliance at any time.
21. **Severability.** Should any provision of this Agreement be later found to be unenforceable for any reason, it shall be deemed void, and all remaining provisions shall continue in full force and effect.
22. **Governing Law.** This Agreement shall be governed by the laws of the State of Ohio.
23. **Entire Agreement.** This Agreement represents the entire agreement between the CLIENT and CTI and supersedes all prior negotiations, understandings, or agreements, either written or oral, for the project. This Agreement may only be amended or supplemented by a duly executed written instrument. CTI is not obligated to begin services under this Agreement until it receives a fully executed, original copy (not a fax) of the Agreement.

**APPENDIX B  
SCOPE OF SERVICES**

**I. SERVICES OF CTI**

**A. Study**

1. Interview Ohio EPA personnel to determine possible future final effluent permit requirements.
2. Coordinate with the City's collection system modeling consultant to determine design peak wet weather flows to the treatment plant.
3. Conduct a review of past existing drawings to determine information availability. Determine design average daily flow, peak hour daily dry weather diurnal flow, peak hour wet weather flow to the treatment plant.
4. Evaluate the feasibility and construction cost opinion of constructing new headworks consisting of influent screw pumps, automatic bar screens, grit removal, influent flow meter, and relocation of existing septage receiving station where the existing collections system building is located.
5. Evaluate the feasibility and construction cost opinion of building a new collections system building at the north side of the property.
6. Determine demolition costs of the existing headworks building and existing grit removal facilities.
7. Evaluate the feasibility and construction cost opinion of building a new trickling filter influent pump station consisting of vertical turbine solids handling pumps with VFD controls in place of the existing submersible pump station. Construction costs to demolish the existing pump station will be determined.
8. Evaluate the feasibility and construction costs to motorize the distribution arms of the trickling filters and to add forced ventilation through the trickling filters.
9. Evaluate the feasibility and construction cost opinion of installing a stacked tray type grit separation system including grit washing and dewatering system between the effluent of the trickling filters and the influent to the solids contact process to capture snails originating from the trickling filters.
10. Visit five (5) different wastewater treatment plants within the State of Ohio with City of Zanesville personnel to view existing treatment systems (influent screens, grit removal, sludge dewatering, and SCADA).
11. Determine construction cost opinions to demolish two (2) of the existing smaller secondary clarifiers and replace these clarifiers with one (1) larger clarifier. Also determine construction cost opinions to retrofit the one (1) smaller remaining clarifier and the existing large secondary clarifier.



Required modifications to return sludge piping, scum piping, and clarifier draining will also be conducted.

12. Conduct a 20-year present worth evaluation for four types of final effluent disinfection systems.
  - a. Gaseous chlorine with sodium bisulfite
  - b. Liquid sodium hypochlorite with sodium bisulfite
  - c. Ultraviolet light disinfection
  - d. On-site generation of low strength liquid sodium hypochlorite with sodium bisulfite. Visit Painesville WWTP to interview operators.
13. Determine construction cost opinions of replacing the existing cast iron digester gas piping with stainless steel piping.
14. Evaluate the feasibility and construction cost opinion of moving the existing boiler for the digester heat exchangers from the basement of the Administration building to a new building closer to the digesters.
15. A new drainage pump station has been designed by another consulting engineering firm to replace the existing pump station. CTI needs to review the design and feasibility of the new pump station. A construction cost opinion for the new drainage pump station is to be developed.
16. Review sludge dewatering technologies applicable to the Zanesville treatment plant (centrifuges, screw presses, belt filter presses, rotary fan presses). Present pros and cons of each technology as well as capital costs of the equipment. Conduct site visit to Canal Winchester treatment plant.
17. Evaluate the feasibility and construction cost opinion of installing the new sludge dewatering equipment within the existing sludge dewatering building truck bays.
18. Evaluate feasibility of modifying the existing manhole next to the chlorine contact tank where bypass flow discharge through to eliminate final effluent contamination.
19. Evaluate the cost/feasibility of installing new electric service switch gear and automation.
20. Evaluate the feasibility and construction cost opinion of upgrading the SCADA system for additional monitoring and controls of all processes.
21. Provide a preliminary Basis of Design report to be used as a guide for future design improvements.
22. Provide Design Loan assistance to the City for improvements to the treatment plant.

**II. RESPONSIBILITIES OF CLIENT**

The CLIENT will be responsible to:

- A. Provide all criteria and full information as to its requirements for the project.
- B. Upon identification by CTI and approval by the CLIENT of the necessity and scope of information required, furnish CTI with data, reports, surveys, and other materials and information required for this project, except those included in CTI's scope of services.
- C. Acquire all land, easements, and rights-of-way as required for this project.
- D. Provide access to the project site and make all provisions for CTI to enter upon public and private lands as required for CTI to perform its services under this Agreement.
- E. Examine all studies, reports, sketches, opinions of the construction costs, specifications, drawings, proposals, and other documents presented by CTI to the CLIENT, and render in writing the CLIENT's decisions pertaining thereto within a reasonable time so as not to delay the services of CTI.
- F. Give prompt written notice to CTI whenever the CLIENT observes or otherwise becomes aware of any defect in the project.
- G. Furnish to CTI, prior to execution of this Agreement, a copy of any design and construction standards the CLIENT shall require CTI to follow in performing its services under this Agreement.
- H. Pay applicable permit and review fees assessed by regulatory agencies in connection with the project.



ORDINANCE NO. 2023 – 38  
INTRODUCED BY COUNCIL

AUTHORIZING THE PROPER CITY OFFICIAL TO PROVIDE FUNDS  
TO TRANSITIONS, INC., FOR SUPPORT OF OPERATIONAL  
EXPENSES TO PROVIDE SHELTER AND PROGRAMS FOR VICTIMS  
AND FAMILIES OF DOMESTIC VIOLENCE IN OUR COMMUNITY

WHEREAS, Transitions Inc., operates Domestic Violence advocacy and support services within the City of Zanesville; and

WHEREAS, the funding provided to Transitions Inc., is necessary to provide support programs and daily operational functions related to the sheltering and care of local Domestic Violence victims; and

WHEREAS, the City feels financially supporting Domestic Violence services is in the best interest of the citizens of Zanesville.

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

SECTION ONE: The proper city official is authorized to provide local funding to Transitions Inc. Said funding shall be in the amount of \$25,000.00, to be paid from account number 201-1111-53299.

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

PASSED \_\_\_\_\_, 2023

ATTEST: \_\_\_\_\_  
Billie Corns  
Clerk of Council

\_\_\_\_\_  
Daniel M. Vincent  
President of Council

APPROVED: \_\_\_\_\_, 2023

This legislation approved as to form:

\_\_\_\_\_  
Donald L. Mason  
Mayor

\_\_\_\_\_  
Law Director's Office