

## PUBLIC HEARING

A Public Hearing is scheduled for 6:15 p.m., Tuesday, May 26th, 2020 in the City of Zanesville's Council Chambers, 401 Market Street, Zanesville, Ohio to hear a request by the City of Zanesville to amend Chapter 1141.05 Table 15 of the City of Zanesville Codified Ordinances. All testimony for and against will be heard.

### City Council meeting Agenda of business April 27, 2020

The Lord's Prayer

Pledge of Allegiance to the flag

Item  
no.

- A. Roll call**
- B. Approval of minutes**
- C. Communications, reports, and resolutions**
- D. Proposed ordinances**
  - 1. Ordinance No. 2020-59 – Introduced by Council – An Ordinance authorizing the proper city official to dispose of surplus property. (First Reading)
  - 2. Ordinance No. 2020-60 – Introduced by Council – An Ordinance authorizing the proper city official to provide funds to the Transportation Improvement District Board for Operational Expenses. (First Reading)
  - 3. Ordinance No. 2020-61 – Introduced by Council – An Ordinance authorizing the proper city official to apply to the Ohio Department of Natural Resources for a Natureworks Grant for the Lock #10 Canal Trail Project. (First Reading)
  - 4. Ordinance No. 2020-62 – Introduced by Council – An Ordinance authorizing the proper city official to grant an easement to American Electric Power as part of the construction of the Airport Lighting Vault Improvement Project, and declaring an emergency (Emergency or First Reading)

5. Ordinance No. 2020-63 – Introduced by Council – An Ordinance authorizing the proper city official to increase the Drinking Water Assistance Fund Loan for the design of Mitchell (Pioneer) Reservoir Replacement Project. (First Reading)
6. Ordinance No. 2020-64 – Introduced by Council – An Ordinance authorizing the proper city official to purchase a new 2021 Freightliner Vactor Truck 114SB Chassis with a Cummins Engine and Allison Transmission from Jack Doheny Company for the Water Division through the State of Ohio Cooperative Purchasing Program. (First Reading)
7. Ordinance No. 2020-65 – Introduced by Council – An Ordinance authorizing the proper city official to purchase a new 2020 FYDA Freightliner Western Star 4700SB Dump Truck from FYDA Freightliner for the Street Division through the Ohio Department of Transportation Cooperative Purchasing Program. (First Reading)
8. Ordinance No. 2020-66 – Introduced by Council – An Ordinance authorizing the proper city official to enter into a professional contract with AECOM for Phase 3 Revisions to the City of Zanesville’s Combines Sewer Overflow Long Term Control Plan. (First Reading)
9. Ordinance No. 2020-67 – Introduced by Council – An Ordinance amending Chapter 1141.05 Table 15 Permitted and Conditional Uses in Business Districts. (First Reading)

**E. Ordinances for action**

10. Ordinance No. 2020-53 - Introduced by Council – An Ordinance authorizing the proper city official to advertise for bids and enter in to a contract with the lowest and best bidder for the R6 and R8 through R11 Basin Sewer Separation Project. (Second Reading)
11. Ordinance No. 2020-55 Amended – Introduced by Council – An Ordinance to amend and revise the zoning map and make permanent zoning in the City of Zanesville, Ohio as herein provided. (Second Reading)
12. Ordinance No. 2020-14 – Introduced by Council – An Ordinance authorizing the City to enter into Energy Savings Contracts with ABM Technical Solutions, LLC. (Third Reading)
13. Ordinance No. 2020-15 – Introduced by Council – An Ordinance authorizing the City to enter into a Tax-Exempt Municipal Lease for the funding of Energy Conservation Measures in the city provided by ABM Technical Solutions, LLC. (Third Reading)

14. Ordinance No. 2020-45 – Introduced by Council - An Ordinance authorizing the proper city official to advertise for bids and enter into a contract for the 2020 Citywide OPWC Overlay with the lowest and best bidder. (Third Reading)

15. Ordinance No. 2020-47 Amended (2) - Introduced by Council – An Ordinance authorizing the proper city official to commit city funding as a match for an Appalachian Regional Commission Grant for contracting of a GPS Data Collection and GIS mapping Service. (Third Reading)

**F. Traffic orders**

**No orders were presented for this meeting.**

**G. Miscellaneous and unfinished business**

**H. Private petitions and communications**

**No non-agenda item petitions were filed**

Mr. Vincent: Good evening everyone. We are here in Council Chambers. With that we have public hearings here this evening and to make sure the public is aware as far as what is going on and better compliance with the open meetings laws. We don't typically air public hearings, but we will tonight to make sure people are included in light of the current situation here and across our nation and concerns of infection and people being around each other and the need for social distancing. You can see Council is spread out as well as the administration. So, we will get started here. Our first public hearing will now begin.

#### **PUBLIC HEARING**

A public hearing was held on March 23, 2020 starting at 6:03 p.m. at Zanesville City Council, 401 Main Street, Zanesville, Ohio concerning a proposed joint economic development contract to be entered into by the City of Zanesville, Ohio and Perry Township in the County of Muskingum, Ohio. Notice is hereby given by the Council of the City of Zanesville, Ohio. The proposed contract and related documents are available for inspection at the office of the undersigned at 401 Market Street, Zanesville, Ohio, during regular business hours.

Present at the hearing were Lisa Hittle and Glen Gregor of the City IT Department; Matt Abbott of the Zanesville-Muskingum County Port Authority; Matthew Schley, City of Zanesville Planning and Zoning Administrator; Susan Jones, Community Improvement Committee member; Scott Brown, City of Zanesville Public Service Director; Bill Arnett, Community Development Director; Councilpersons Ann Gildow, Todd E. Ware, Jan K. Bradshaw, and J. Rob Sharrer, and Mark Baker; Council President Daniel Vincent; Mayor Donald Mason; and Clerk of Council Susan Culbertson.

Attending by phone were Councilmembers Joey Osborn, Sandy Gentry, Steven Foreman, and Andrew Roberts.

Mr. Vincent: We will hear all testimony for and against this request this evening. I will turn it over to Matt Abbott.

Matt Abbott: Thank you and I appreciate having the opportunity to speak to you all. I think Council is very familiar with joint economic development districts (JEDD). They are multiple joint economic development districts within the city as they are a part of as well as out in the county. Basically, what it has been is a great tool as far as economic development to have some return on investment for infrastructure or acquisition of land. It has basically allowed us to do some of the things we have been able to do in the last three years with these revenue streams with the support of the city of Zanesville and Muskingum County. The Eastpointe Business Park is probably one of the most successful JEDD's not only is southeastern Ohio, but the state of Ohio. It allows us to do ongoing maintenance that exists there, but also provides an opportunity for a municipality, township to bond or leverage dollars and pay those notes off with the return on investments. So, if you have any questions, I can answer those at this time, but again the Port Authority strongly encourages this.

Mr. Vincent: Thank you, Mr. Abbott. We had some Councilmembers joining us through conference phone as you can see if front of us here. We also have a conference phone line hooked up for the public too so you can dial in and listen to what is going on here this evening. Then also to make public comment so that time is coming up now. I am not sure we have anyone on the public line. I will now open it up to anyone that wants to speak for this. Is there anyone on the public line that wants to speak in favor of this? Do we have anyone on the public line? If anyone wants to speak in favor of this you should unmute your phone and we should be

able to hear you. Okay, there must not be anyone there. Is there anyone to speak against this? Okay, with that, do we have anyone on the line?

Lisa Hittle: No.

Mr. Vincent: Is there anyone to speak against this? I will offer this again just in case. No? Third time? With that we will call this public hearing to a close. The next one will resume here in three minutes.

The hearing ended about 6:07 p.m.

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Susan Culbertson  
Clerk of Council

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Daniel M. Vincent  
President of Zanesville City Council

### **PUBLIC HEARING**

It was determined that because of technical problems with new digital video cameras, the video recording for tonight is not working, but can be seen live on Spectrum for viewing by the public on Public Access channel 1020.

Mr. Vincent: Good evening everyone and welcome to a public hearing here in Zanesville City Council Chambers. If you are watching and you have questions, if you go to the City of Zanesville Facebook page for the numbers to call in. The numbers to call in on if you want to comment on this hearing or the next are 712-770-5505. The access code you need to enter is 809642. It is also on WHIZ, Times Recorder, and maybe Y-City websites for the instructions. This is our second public hearing for this evening.

This public hearing began at 6:10 p.m., Monday, March 23, 2020 in the City of Zanesville's Council Chambers, 401 Market Street, Zanesville, Ohio to hear a request by the City of Zanesville to amend Chapters 1105.10 and 1353.04 of the City of Zanesville Planning and Zoning Code. All testimony for and against will be heard. We will turn the meeting over to Mr. Matthew Schley to explain.

Present at the hearing were Lisa Hittle and Glen Gregor of the City IT Department; Matt Schley, City of Zanesville Planning and Zoning Administrator; Susan Jones, Community Improvement Committee member; Scott Brown, City of Zanesville Public Service Director; Bill Arnett, Community Development Director; Councilpersons Ann Gildow; Todd E. Ware, Jan K. Bradshaw, and J. Rob Sharrer; Mark Baker, Council President Daniel Vincent; Mayor Donald Mason; and Clerk of Council Susan Culbertson.

Attending by phone were Councilmembers Joey Osborn, Steven Foreman, and Andrew Roberts.

Matthew Schley: Thank you for having me. Code 1105.10 and 1353.04 pertain to our Historic Preservation Code and specifically the makeup of our Historic Preservation Board. The goal of this was just to clean it up and make the codes consistent. There were some issues where one code said there were six members on the board and another code said there were seven members. This is really to make it consistent and to clear up appointments on the requirements

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and the term limits or length for those board members as well. It doesn't change anything. Everything is going to remain the same. This is just more of an administrative clean up.

Mr. Vincent: Thank you, sir. I do appreciate that you found these items and brought them in line with each other so we can comply. With that, Council, do you have any questions?

Mr. Sharrer: Did we decide on six or seven?

Matthew Schley: It is seven. Our board now has seven so instead of removing somebody it makes sense to keep it at seven members.

Mr. Sharrer: Perfect. Thank you.

Mr. Vincent: Are there any other questions from Council or Councilmembers that are on the phone, do you have any questions? Okay. Do we have anyone here in the audience to speak for this? Is there anyone to speak for this on the phone lines? We don't have anyone on the line? Okay. Is there anyone here to speak against? No one here to speak against. With that we will call this hearing as over and our next hearing will begin now. So it is time to start.

This hearing ended about 6:15 p.m.

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Susan Culbertson  
Clerk of Council

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Daniel M. Vincent  
President of Zanesville City Council

### **PUBLIC HEARING**

Mr. Vincent: It is time to start so we will just keep rolling. With that, are we good to go? We have had some challenges here with technical difficulties, so it will be a little bumpy, maybe, this evening so bear with us and we will get this done properly.

Our third public hearing is scheduled for 6:15 p.m., Monday, March 23, 2020 in the City of Zanesville's Council Chambers, 401 Market Street, Zanesville, Ohio to hear a request to amend and revise the zoning map and make permanent zoning in the City of Zanesville, Ohio from C-2 Community and Regional Commercial to C-4 Highway Commercial for Parcel Numbers 82-04-01-01-000, 82-08-01-40-000, 82-08-01-38-000, 82-08-01-41-000, 82-04-01-03-000, 82-08-01-42-000, 82-04-01-02-000, 82-08-01-43-000, 82-08-01-01-000, 82-08-01-44-000, 82-08-01-39-000, and 82-08-01-45-000 which are 12 parcels along Maysville Avenue between Alfred Street and Pine Street. All testimony for and against will be heard.

Present at the hearing were Lisa Hittle and Glen Gregor of the City IT Department; Matt Schley, City of Zanesville Planning and Zoning Administrator; Susan Jones, Community Improvement Committee member; Scott Brown, City of Zanesville Public Service Director; Bill Arnett, Community Development Director; Councilpersons Ann Gildow; Todd E. Ware, Jan K. Bradshaw, and J. Rob Sharrer; Council President Daniel Vincent; Mayor Donald Mason; and Clerk of Council Susan Culbertson.

Attending by phone were Councilmembers Joey Osborn, Steven Foreman, and Andrew Roberts.

Mr. Vincent: We will turn this over the Mr. Matthew Schley. Thank you, sir.

Matthew Schley: If you are following along Council members you will see that there is a map included in your packets labeled Exhibit A. You will see there are a lot more than 12 parcels there. When the initial request came through we actually asked the applicant to combine the parcels if they could to make this a little bit easier and cleaner. That is something we like to do and they obliged, but it just hasn't shown up on the County Auditor's website at this time.

The big thing with this is Maysville Avenue. Everything from the railroad bridge all the way down to the City boundary is C-4 except for this stretch of property here. This request comes and there are three structures, two shopping centers, and a vacant financial institution. The property owners collectively want to change the zoning as it gives them better marketing ability to get different business opportunity in that area. The Planning Commission did recommend this to Council with a recommendation of approval. Ultimately, we knew from the traffic counts in the area, the density, it fits with the definition of C-4 Highway Commercial which would be our highest commercial classification. It would ultimately make all of Maysville Pike C-4 instead of three quarters being C-4 and one quarter C-2.

Mr. Vincent: Okay, thank you, sir. With that are there any questions from Council? Is there anything from Council? Is there any opposition or comments either for or against from the public?

Matthew Schley: We received just two people who came against this. This happened during the Planning Commission meeting. Since that time we figured out that one person's issue had nothing to do necessarily with the rezoning, it had to do with somebody parking a semi-tractor trailer in the area which would cause noise at night. When we reached out and spoke to that individual she was fine with it. There was another individual who just has an issue with the business that is operating there. She did come to all the public hearings and her opinion was heard.

Mr. Vincent: With that, we have her comments here and I will share them here in a moment. I do have some comments that were submitted from Janet Edwards, who I think is the second person we are talking about here. She lives in the area, right on the back side of this property, is my understanding and she chose to work with the Clerk of Council here to provide her comments in writing to us this evening in consideration of the current coronavirus and the risks of infections as far as being out in the public. I think she made a good choice as far as not to come and I am glad to share her comments here so Council is aware. Her concerns are as follows:

There is just an alley or private drive between the residents' homes, the parking lot, and the business of RePack. Repack is on the back side of this property. There needs to be a barrier to help buffer the noise and visual appearance. She doesn't want the business there because she feels they don't follow the rules like no working on weekends and activity still goes on. They claim it is remodeling, but she is not sure if they are unloading shipments instead. She doesn't know what they are doing, but it seems to have activity every day. This must be a quote, "I don't like the nose it makes. If it's a loud noise I won't be able to use my yard. Thank you, Janet Edwards".

I don't have an address here, but I think she lives on maybe Alfred Street in that area.

Matthew Schley: She does.

Mr. Vincent: With that, I know we have barrier requirements and stuff. Does that fall into play here as far as the rezoning?

Matthew Schley: No. I mean the property is already zoned commercial. They could open up a 24 hour I-Hop or tear that building down and put up a 24 hour I-Hop if they want to as it is actually a permitted use.

Mr. Vincent: Currently before the zoning change?

Matthew Schley: Before the zoning change, absolutely. The use she is referring to is a Conditional Use and they will have to get a Conditional Use Permit. When they come to get that Conditional Use Permit something we will look at is some sort of sound barrier or something there to try to mitigate her concerns.

Mr. Vincent: Okay. So, if this passes tonight by Council, they will need to come back for a conditional use permit for the activity that is going on there right now and at that point the concerns would be addressed as far as sound and visual appearance.

Matthew Schley: Absolutely. That is exactly when we could address those concerns.

Mr. Vincent: Okay, thank you, sir. The other concern of no working on weekends. I don't think we have any requirements anywhere in the City for this.

Matthew Schley: They had to go before the Board of Zoning Appeals because they were granted an extended temporary use permit and the Board of Zoning Appeals stated that business of RePack could not operate on Saturday or Sunday. They had a contract with Brockway Glass and essentially they remove damage or discarded glass bottles and there is a noise associated with the pouring of the glass bottles and disposing of them. So in order to mitigate that on weekends the BZA put that as a restriction on them.

Mr. Vincent: Do we know if they are following that?

Matthew Schley: As far as we can tell they are, yes.

Mr. Vincent: They are, okay. You mentioned noise and I know this concern came up before in other meetings. I think someone from the City went out and actually did some noise readings while they were active.

Matthew Schley: Absolutely, we went out multiple times, myself, CD Director Bill Arnett, our Associate Planner Dane Miller, and others from the city have gone out. There is an app for your phone where you can test the noise levels. We never recorded any violation of the noise standard.

Mr. Vincent: Okay. What kind of readings or levels were received?

Matthew Schley: The highest we received was 74 decibels. Which is one decibel lower than the standard, but we measured at the nearest boundary. I believe at that instance we were actually closer than the nearest boundary, just to see.

Mr. Vincent: So you put yourselves closer than the residential properties along there then?

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Matthew Schley: That is the safest way to do it to make sure you are absolutely 100% certain that you are closer and you are lower; then you will be fine.

Mr. Vincent: So it was under the noise threshold. Okay, alright. Are there any questions or concerns from Council or anything you want to add to that? Miss Bradshaw, do you want to add anything? I know you have constituents up in that area and I know you heard some concerns. I think you heard from this woman.

Miss Bradshaw: I heard from this individual. I didn't hear from the other individual. There are other concerns. I am concerned about that would go along with this business, but I won't address those right now.

Mr. Vincent: Wait for the meeting? Okay. That is whatever you want to do. I didn't mean to put you on the spot. I just wanted to give you an opportunity if you wanted to speak on something. I think some of that was truck traffic as a concern.

Miss Bradshaw: Yes, that is it.

Mr. Vincent: Alright. Do we have anyone here to speak for this? Is there anyone on the line to speak for this? Nobody on the line, okay. Is there anyone here to speak against this? Okay, if Council has nothing else we will call this third public hearing to a close. With that if you will shut off the live feed to the cable and we will resume at 7:00 with our Council meeting so thank you all.

This hearing ended about 6:25 p.m.

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Susan Culbertson  
Clerk of Council

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Daniel M. Vincent  
President of Zanesville City Council

### **ZANESVILLE CITY COUNCIL MEETING – MONDAY, MARCH 23, 2020**

The Zanesville City Council met in regular session at 7:00 p.m. on Monday, March 23, 2020 in the City Council Chambers, 401 Market Street, Zanesville, Ohio.

Mr. Vincent led those present in the Lord's Prayer and the pledge of allegiance to the flag.

Mr. Vincent: Before we start with the roll call I just wanted to acknowledge some things here. I am sure everyone is well aware, as far as, we are in a national emergency right now and a state of emergency has been declared in the state of Ohio and will be declared for the City tonight based on legislation before Council this evening. These are unprecedented times. These are situations we have never dealt with before and are uncharted waters. We have been working hard to figure out how we can conduct business for the City to provide services to everyone and provide for the needs of the citizens. So, with that, there are some things that will be a little different tonight and might be a little clunky at times because we have Councilmembers who are joining us via phone. We also have people from the public who are also on the conference line here and will have an opportunity to speak on a piece of legislation they want to talk about. So, all efforts have been made here to make sure we are able to comply the best we can with open meeting laws here in Ohio. Some of the legislation here tonight will address that and help us to do that. So with that, I wanted to reassure the community that we have a great and dedicated

team here at the City. We are working very, very hard to make sure things will continue so we can provide service to you and through many meeting with the Law Director, the Mayor, Councilmembers, the Clerk of Council, and many of the directors. So with that, I hope to bring comfort as far as the City, that right now we are doing everything we can to continue providing services and also to provide for the protection of the public and also the employees and Council people. This is fluid and will change as we go along. We will figure it out as we go, but I think with us sticking together, working hard, the citizens doing all they can to comply, and social distancing as you see we are doing here this evening and staying home. We are going to get through this very nicely. With that I will be explaining some things as we go on. If there is some clunkiness here as far as the technical part of this, but we will get to that as we get there, if there are any needs. So, with that, let's move on to roll call now. We do have Councilmembers joining us by conference phone. They do have two-way communication so they can hear everything that is going on and they can speak any time. They can make motions, they can vote, but they are just not here. We can't see their smiling faces. So, with that we will have roll call, please.

The following members of Council answered Roll Call: Mr. Roberts, Mr. Baker, Mrs. Gentry, Mr. Ware, Miss Bradshaw, Ms. Gildow, Mrs. Osborn, Mr. Sharrer, Mr. Foreman, and Mr. Vincent. Mr. Foreman, Mr. Roberts, Mrs. Gentry, and Mrs. Osborn attended by conference phone due to the concerns of the Coronavirus, COVID-19

#### **APPROVAL OF MINUTES**

Mr. Baker moved to accept the minutes of March 09, 2020 as printed, seconded by Mr. Sharrer. A voice vote was taken with all being in favor. Motion carried.

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

**Resolution No. 2020-56** – Introduced by Council – A Resolution declaring that a local emergency exists in the City of Zanesville, Ohio and declaring an emergency.

Mr. Sharrer moved to waive the readings and it was seconded by Mr. Baker.

Mr. Vincent: Is there any discussion on waiving? This is an emergency and I think it is self-explanatory as far as the Resolution and why this is an emergency. Okay, we will have roll call vote for waiving of the readings.

Roll call vote on waiving of the readings.

5 Ayes in person

4 Ayes by phone: Mr. Roberts, Mrs. Gentry, Mrs. Osborn, and Mr. Foreman

0 Nays Motion carries.

Miss Bradshaw moved for passage, seconded by Ms. Gildow.

Roll call vote for passage.

5 Ayes in person

4 Ayes by phone: Mr. Roberts, Mrs. Gentry, Mrs. Osborn, and Mr. Foreman

0 Nays

Motion carries. Resolution is passed.

**Resolution No. 2020-48** – Introduced by Council – A Resolution declaring the City of Zanesville's support for the 2021 Zane Trace Commemoration on June 18-20, 2021.

Mr. Vincent: Before there is a motion, this was presented at the last Council meeting to receive and concur with the Mayor and this is a Resolution that we need readings on, so with that I will entertain a motion for first reading or actually the Mayor has requested for this to be waived.

Mr. Sharrer moved to waive the readings and it was seconded by Mr. Baker.

Mr. Vincent: Is there any discussion on waiving? I think the group wanted it waived.

Mr. Tarbert: No discussion on this, but just a point of order even when we are taking a majority vote tonight, would you mind doing a roll call on every vote. That will tell us if anybody has dropped the call. It is also going to make the record much more clear.

Mr. Vincent: That was my plan except for first readings. Do you still want?

Mr. Tarbert: Yes, I do.

Mr. Vincent: Okay, we will add that in. We prepared for that.

Mr. Tarbert: Thank you.

Mr. Vincent: All right, we are at waiving of the readings. Is there anything on waiving of the readings? Okay, we will have roll call vote for waiving of the readings.

Roll call vote on waiving of the readings.

5 Ayes in person

4 Ayes by phone: Mr. Roberts, Mrs. Gentry, Mrs. Osborn, and Mr. Foreman

0 Nays

Motion carries.

Miss Bradshaw moved for passage, seconded by Mr. Ware.

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

Roll call vote for passage.

5 Ayes in person

4 Ayes by phone: Mr. Roberts, Mrs. Gentry, Mrs. Osborn, and Mr. Foreman

0 Nays

Motion carries. Resolution is passed.

**Resolution No. 2020-50** – Introduced by Council – A Resolution of support for AK Steel and declaring an emergency.

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

Mr. Vincent: Is there any discussion on waiving? I know this is timely. Mayor, do you have anything to add as far as the timing of this?

Mayor Mason: I do think the sooner the better. These negotiations from my understanding are ongoing and dynamic. We have great congressional support in Ohio from obviously Congressmen Balderson and Johnson, but also in Pennsylvania. Time is of the essence on this.

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

Roll call vote on waiving of the readings.

5 Ayes in person

4 Ayes by phone: Mr. Roberts, Mrs. Gentry, Mrs. Osborn, and Mr. Foreman

0 Nays

Motion carries.

Miss Bradshaw moved for passage, seconded by Mr. Baker.

Roll call vote for passage.

5 Ayes in person

4 Ayes by phone: Mr. Roberts, Mrs. Gentry, Mrs. Osborn, and Mr. Foreman

0 Nays

Motion carries. Resolution is passed.

### **PROPOSED ORDINANCES**

Mr. Sharrer moved to add to our agenda Ordinance No. 2020-58 for emergency measures in response to the COVID-19 Virus and declaring an emergency. I would like to make that number 10A.

Mr. Vincent: A motion by Mr. Sharrer to add in a new Ordinance tonight 2020-58 as item 10A. Is there a second?

Ms. Gildow seconded.

Mr. Vincent: Is there any discussion? We will talk about this when we get there. Okay, so all in favor of adding in Ordinance 2020-58 as item 10A we will do a roll call vote.

Roll call vote to amend the agenda to add Ordinance 2020-58 as item 10A.

5 Ayes in person

4 Ayes by phone: Mr. Roberts, Mrs. Gentry, Mrs. Osborn, and Mr. Foreman

0 Nays

Motion carries.

Mr. Vincent: We have an additional item on the agenda. We are at proposed ordinances.

**Ordinance No. 2020-49** – Introduced by Council – An Ordinance authorizing participation in the ODOT Winter Contract for Road Salt, and declaring an emergency.

Mr. Sharrer moved to waive the readings and it was seconded by Mr. Baker.

Mr. Vincent: Is there any discussion on waiving? We have the deadline for this is April 24<sup>th</sup> and we just received this information not too long ago, like March 10<sup>th</sup> or something. It is a quick turnaround as typical. With that we will have roll call vote for waiving of the readings.

Roll call vote on waiving of the readings.

5 Ayes in person

4 Ayes by phone: Mr. Roberts, Mrs. Gentry, Mrs. Osborn, and Mr. Foreman

0 Nays

Motion carries.

Miss Bradshaw moved for passage, seconded by Mr. Baker.

Mr. Vincent: This is pretty typical. We do this every year. We are moving this along so we have salt for next year for the safety of the public, so the roads are not slippery.

Roll call vote for passage.

5 Ayes in person

4 Ayes by phone: Mr. Roberts, Mrs. Gentry, Mrs. Osborn, and Mr. Foreman

0 Nays

Motion carries. Ordinance is passed.

**Ordinance No. 2020-51** – Introduced by Council – An Ordinance authorizing the proper city official to execute a Memorandum of Agreement with the Ohio Historic Preservation Office, Fairfield Homes, Inc. and Heritage Ohio, Inc.

Mr. Vincent: At this point, we need to make an amendment to the Ordinance. With that, I would ask for first reading, although there is a request to waive then. If we could get first reading to get it on the floor and I will explain more.

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

Mr. Vincent: Is there any discussion? With this Mr. Arnett can help explain then also, but with that there was an attachment to this and it is not part of the actual Ordinance so nothing in the Ordinance changes so nothing in the Ordinance needs to be amended. What is amended though is the Memorandum of Agreement that came with this Ordinance and in review of that Ordinance and Council was provided a copy that they have in front of them. There are two versions with one showing all the amendments which are mostly formatting and maybe tense on some words or plurals, I guess. Then you also have a hard copy of the actual agreement in whole. With that, for Mr. Arnett as far as his review of that; I think to quote him- the nuts and bolts of the agreement have not changed. There is a lot of formatting and minor edits, but as a whole the agreement did not change in overall content, correct? If you would like to add to that I would appreciate it.

Mr. Arnett: Yes, President Vincent, it is really a situation where the consultant for Fairfield Homes was working with the Ohio Historic Preservation Office all last week to get the language correct, to get the document in the right formatting, and late Friday they reached an agreement or they came to the point where they believed the formatting of the document is correct. So, what we would ask Council tonight is to waive the readings. It wouldn't be an emergency measure, but waive the readings for approval. Then after the Mayor is able to sign that in thirty days, then the environmental record for the Pearl House Project would be complete. Until the environmental record is complete, they can't proceed with the project. So, they are hoping to get the project underway in May. So, in order to continue the timeline, we would need to have the readings waived pending anything going on with City Council meetings between now and then.

Mr. Vincent: Thank you, sir. Is there any other discussion on accepting the amended Memorandum of Agreement with this? I talked to the Law Director and his recommendation was to make the formal as the attachments we don't always have to accept as far as amended, correct?

David Tarbert: I would prefer that we do.

Mr. Vincent: You would prefer that we do. Okay to keep us safe. So, with that, to make this some minor edits with no real substantial changes to the amendment.

Mr. Sharrer made a motion that we do the amendments as requested and as provided to Council.

Mr. Baker seconded.

Mr. Vincent: A motion by Mr. Sharrer to accept the amendments to the Memorandum of Agreement. It was seconded by Mr. Baker. Is there any discussion on that? Okay, let's have roll call to accept that amendment.

A roll call vote for the amendment:

5 Ayes in person

4 Ayes by phone: Mr. Roberts, Mrs. Gentry, Mrs. Osborn, and Mr. Foreman

0 Nays

Motion carries.

Mr. Vincent: We are now at Ordinance 2020-51 as amended.

Mr. Sharrer moved to waive the readings and it was seconded by Mr. Baker.

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

Roll call vote on waiving of the readings.

5 Ayes in person

4 Ayes by phone: Mr. Roberts, Mrs. Gentry, Mrs. Osborn, and Mr. Foreman

0 Nays

The motion to waive passes.

Miss Bradshaw moved for passage as amended, seconded by Mr. Baker.

Mr. Vincent: Is there any discussion? We have two people then.

Mr. Sharrer thought Mrs. Osborn wanted to speak.

Mr. Vincent: Mrs. Osborn, do you have some comments before we open it for petitioners?

Mrs. Osborn: Yes, please.

Mr. Vincent: Please go right ahead.

Mrs. Osborn: I wanted to know if Mr. Arnett or Mr. Baker said if this has gone through committee or been reviewed?

Mr. Baker: Mr. President, yes it has. The full Community Development committee passed this and recommended this to Council.

Mr. Vincent: Thank you, Mr. Baker. Mr. Arnett, if you will give some additional history as far as the process and how we ended up where we are today. It has been a while since this was presented to Council. Then went to Committee many months ago.

Mr. Arnett: In terms of the Community Development Committee like Mr. Baker mentioned they did recommend approval. The project went through various City boards and commissions. The Board of Zoning Appeals actually provided a variance to the parking standard several months ago, before I was here. So, it has been almost a year and a half or maybe longer. The Downtown Design Review Board approved demolition of the buildings and the Downtown Design Review Board approved the design of the new construction. So, this has gone through multiple board and commissions to get to the place where we are today.

Mr. Vincent: Along the way was there public input in favor or against that you recall. I know that you weren't here for the early portion.

Mr. Arnett: There was a lot of discussion. Especially, early when there were some questions about what would this development be? I think once folks were able to point to the Pearl House project in Lancaster that has been very successful. Governor DeWine visited shortly after he was elected. It is right near the Heritage District. It is not in their Heritage District, but it is nearby. I think that put a lot of folks at ease. Then the local partner is Muskingum Behavioral Health, Steve Carrel and that organization, have been in Zanesville providing services for more than 30 years. So, there was a good, local strong partner and I think that made folks feel really good to know that this facility was going to be operated the way that it should.

Mr. Vincent: With that, I do recall, I only saw photos, but we may have had some people travel down there to actually see it. I think the track record of, as far as, what has happened with a similar set up down in Lancaster brought a lot of comfort and then faith, as far as, this working out. Is that fair to say?

Mr. Arnett: Yeah, exactly. Definitely, we talked with elected officials in Lancaster as well as Mike Pettit the Development Director. They couldn't say enough good things about the Pearl House project. It was highlighted in the Lancaster Eagle Gazette and the Columbus Dispatch when Governor DeWine visited. In talking about this kind of operation and this kind of housing is exactly what we need to overcome the battle that we are in with drug and alcohol addiction. So, it was very positive. They still are doing great things with the Lancaster facility. There haven't been any issues.

Mr. Vincent: So, along the lines of not being any issues? Are there any negative parts as far as what came out of that as far as what your understanding is on how things are going in Lancaster?

Mr. Arnett: No, in terms of the Lancaster project and I believe Mr. Carrel is on the phone. He can probably speak to it as well, but I have only heard positive and read positive about the Pearl House project. Fairfield Homes has been doing various types of housing developments in and around Ohio for decades; so, from a developer's standpoint the company is very solid. They do

projects like Pearl House. I have not heard anything, Mr. President that would say that having a Pearl House on Memorial Drive near the Heritage District in Lancaster has been an issue.

Mr. Vincent: Okay. I think there are concerns as far as the historic homes there. I know demolition was granted before and if they had done that earlier in the project some of the stuff before Council tonight would not be needing to address. Correct?

Mr. Arnett: Yes. The reason we are here with the Memorandum of Agreement with Fairfield Homes and the Ohio Historic Preservation Office is because HUD is involved. So, when federal money gets involved, just like when we do Community Development Block Grant projects you have to do a Federal Environmental Assessment. One of the organizations you always contact is the State Historic Preservation Office. They get to weigh in on whether or not your project is going to have a negative impact on historic structures. None of these structures have been listed on the National Register. The phraseology is they are eligible for nomination to the National Register and because they are the Ohio Historic Preservation Office is saying if you are taking them down, then you need to do something. The something is what is laid out in the Memorandum of Agreement where they would document the buildings. There would be a plaque. They would offer historic fixtures, windows, and doors to owners of other historic properties in Zanesville that they could come and get them before the demolition. Then also, the Fairfield Homes would pay a consultant to see if we could get a portion of the downtown on the National Historic Register. So, the City in terms of our responsibility is really reporting and monitoring. Once they move forward, we just need to make sure that what has been committed to in the MOA actually gets carried out.

Mr. Vincent: Okay, with that as far as converting, converting may not be the right word, but downtown as far as part of the National Historic Register that is something voted on by downtown people, homes, or businesses and things like that, they have a say in that, correct?

Mr. Arnett: For sure. Back two or three years ago, the person who was in Community Development at that time, had brought a representative from the Ohio Historic Preservation Office to town. They toured downtown and in your packet, you will see a design for potentially a National Registered District. A majority of the property owners within the National Registered District would have to say yes, we want to do this. If they say no, we don't want to do this, then we have to go back with Fairfield Homes and the Ohio Historic Preservation Office to do another mitigation process of whatever that might look like.

Mr. Vincent: So, an alternative mitigation if this does not work out?

Mr. Arnett: Correct.

Mr. Vincent: Okay, the public had input and whether or not they want to be a part of that then and that would need to fit in with the plans for the downtown and I know the Mayor was talking and I didn't get to hear all of that, but he was talking about as far as bringing more focus to expand the downtown area to get more on the same page was my understanding, as far as, where we are going. One of our speakers tonight is going to address that as far as one of her concerns and I like those ideas; so kind of a long term future direction then.

Mayor Mason: Mr. President, I want to throw in and the reason I am favorable to the project is, and it is highlighted on Mr. Carrel's experience and work in our area. That is extremely important to have a person with that much creditability and history in our area. Also, the architectural firm is Kontogiannis & Associates. They have been involved in cities since the 70's.

They built a lot of that property, the apartments out in the Fairway Lane area. Again, a long-time history of developing properties. All are well maintained. All have been successful in their mission and their goals. Back to the downtown, I am glad we are talking about downtown. I was really hoping if you had asked me six months ago, or four months ago, I would be hoping we would be having more conversations now about that than COVID-19 which has sort of taken its priority. I always talk about box one is what is urgent and important and all of a sudden COVID-19 became urgent and important and sort of replaced everything. I do hope to bring in Craig Gossman who did the 2005 study that received a lot of awards. To do exactly what you are talking about. That is to get us all on the same page in terms of what is important to us in the downtown. As I mentioned earlier what you would call more of a city center, not just the downtown, Putnam area, Muskingum, or Dug Road, across the Y-Bridge and Linden Avenue to get a better feel of what is the core of our city. Again, everything that I have seen proposed here has been first class from the architectural standpoint to the management standpoint. That gives me a lot of comfort actually.

Mr. Vincent: Thank you, Mayor. I really appreciate that. Mr. Arnett, thank you for the questions I was trying to touch on everything I know there are some concerns and some information that was important to me for figuring out where I stood on this issue. I guess there was one more thing I thought of is they looked into relocating these historic structures. I think that was not feasible. There was something else they looked at.

Mr. Arnett: The original idea when you go through the Historic Preservation process with the state is can you basically avoid the situation? If you are building a road and you run across some kind of cultural resource like a Native American site, you can bend your road around it. You can miss it. In this particular case, this particular site, I don't believe the developer when they went down the road of purchasing it that they even recognized the fact they were going to be headed down this mitigation road with the State Historic Preservation office. I just don't think they knew they that was going to be there. Especially, because the properties are not listed currently on the National Register. The second thing you can do is you can try to blend what is already there with your project. Based on the design of this multi-story 34-unit housing complex, you can take what is there and bind it together to make a 34-unit housing complex. So, you can avoid it, you can try to use what is there and keep it historic, or if you have to disturb it then you are into the mitigation and that is where we are now.

Mr. Vincent: One more question and we will go to Steve Carrel here on the phone, a petitioner to speak. Location, why was this chosen or maybe this is a Steve Carrel question or maybe he will address it as he speaks. The location was ideal as there are resources downtown that fit in nicely with this project and that is one of the reasons, was my understanding, of why they chose this location.

Mr. Arnett: They liked the location at least in part because it is near the Safety Center. They saw that as being a positive of being in the downtown area and then Mr. Carrel actually relocated their offices from where they were on Underwood over to West Main so they could be maybe an easier walk or easier back and forth traffic between the two facilities. So, it has been put together over like you said Mr. Vincent a course of years that they have been working on this project. I think when Mr. Carrel moved to West Main that move was predicated at least in part on wanting to be able to service the Pearl House.

Mr. Vincent: Okay. Does Council have any questions based on all of this information? Is there anything else on that? So, with that at this time we do have two petitioners who wanted to speak on this. Our first one is Steve Carrel. He is from the Muskingum Behavioral Health, 1127 West

## ZANESVILLE CITY COUNCIL MEETING MONDAY, MARCH 23, 2020

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Main Street here in Zanesville and he is speaking for this. With that, Mr. Carrel, can you hear us okay? Are you there?

### SPEAKERS

Steve Carrel of Muskingum Behavioral Health  
Yes, I am here. Can you hear me?

Mr. Vincent: Yes and with that you have three minutes, sir. So, go right ahead.

Steve Carrel: Okay. The Pearl House Zanesville has been working on it for a long time. Housing is of the utmost importance for people to get into a good long-term recovery. Also, the history with Fairfield Homes and their work in Lancaster is just outstanding. They have been able to put together a structure and program where people end up working in downtown. The young people who are in the facility are ready for kindergarten. The building itself I think is going to be a huge, huge beautification project for downtown. Pearl House Lancaster I know has received national awards for their design. Not only their building design, but also working with like community program, like in this case, will be Muskingum Behavioral Health; where we have a case manager on site to help folks navigate through the human services terrain to get the services that they need. I am very passionate about this project as most of you know. One of the things I do want to note is crime in the Pearl House Lancaster area at the one-year mark went down tremendously because criminals don't like lights. There are lights all over the building. Criminals don't like cameras and there are cameras all over the building. This particular location is right next to the Safety Center which is a bonus. With that, it is my hope that City Council would move this forward so that we can help 34 more individuals and families in recovery to get safe, supportive housing to help them integrate back into the community and live productive lives.

Mr. Vincent: Thank you, Mr. Carrel. I greatly appreciate it. With that, we have a second petitioner here this evening to speak against this I assume? Pam Uddin, do you want to speak tonight? You filled out a petition.

Pam Uddin: Yes, just for a second.

Mr. Vincent: Okay, she is not sure whether she is for or against. Okay, I understand. So, Pam Uddin, hopefully I said that right.

Pam Uddin: No, you didn't. Uddin ("you-din").

Mr. Vincent: I am sorry, I will do better. So, you are a business owner, a resident downtown. I have seen your buildings and your work. Beautiful, beautiful stuff and you have done a lot for the downtown. So, you are on Main Street here in downtown Zanesville. So, with that I will turn it over and you have three minutes.

Pam Uddin: I just want to say having read the article in the paper. I am on the Downtown Review Board and when this project came to our attention it was after the property was sold and the idea of what should go there and what was going to go there was already made. My complaint is this, that being on the Downtown Design Review Board I think it is important that we know what is ahead of us. What the projects are? What we need to do? Community Development, Code Enforcement, and whoever else we need a plan of some sort. Downtown: What are they going to do downtown? What are we going to build? What do we want it to look like? I was against this only because of where it was located. I personally like the back alley

where it was. You could tell it was once a livery stable. That kind of thing. I think it is important that we use what we have and try to re-do it. You know that there are a few of us who do that. I think we need a plan, a different kind of plan. Do we want residents? Do we want business? Do we want coffee shops? What do we want? We have a walkable town. I get a lot of out of town people who love the place. They love downtown. They stay extra days and nights just to be here and what can we do? I mean, we need to mix and put it together so we all know what we are doing. What do I need to do? I know what I am doing, but you know, is it going to be the right thing? It is important to us. Our town is very important. It is a historic. It is my hometown. I love it. I want it to be better. So, you all need to help us. We are the people who do the things and want to do the things. We want to vote on the things. Help us put it together and do it correctly. Thank you for your time.

Mr. Vincent: Thank you so very much. I appreciate it. So, with that, before we go to vote, is there anything else from Council? Are there any further questions or comments?

Mr. Baker: Mr. President, I think it deserves to be reiterated. Mr. Arnett, what's the total dollar value of the investment of this project and what does that do for the tax districts that we are setting up downtown.

Mr. Arnett: The estimated spend for the project is between \$7.5 and \$8 million. So, if the County Auditor would pick up the project at \$4 million it would generate \$137,000 for the Zane-Zenith Downtown Redevelopment District. So, when that district was crafted and that is the message I gave to the folks from the State Historic Preservation Office when they visited the buildings and we sat down in the office to talk about this mitigation strategy is that district was created to capture that revenue. Without that project there will be no money in that DRD. You need a lot of investment to generate money in terms of that Downtown Redevelopment District. So, if you put \$4 million in it, you are going to have \$137,000 on the back side.

Mr. Baker: Is that over 30 years?

Mr. Arnett: That is over 10 years.

Mr. Vincent: Are there any other questions? Ms. or Mrs. Uddin, with that, I think she had good points as far as some of the discussion we have already had this evening so I think that will carry forward with future work and the Mayor and his plans. Okay. If there is nothing else from Council we will go ahead with the roll call vote.

Roll call vote for passage.

5 Ayes in person

4 Ayes by phone: Mr. Roberts, Mrs. Gentry, Mrs. Osborn, and Mr. Foreman

0 Nays

Motion carries. Ordinance is passed.

**Ordinance No. 2020-52** – Introduced by Council – An Ordinance authorizing the proper city official to grant funds to the City of Zanesville Community Improvement Corporation resulting from the sale of property.

Mr. Vincent: There is a request on this to waive.

Mr. Sharrer moved to waive the readings and it was seconded by Mr. Baker.

Mr. Vincent: Is there any discussion on waiving? I know the reason the CIC has some bills to pay and the funds are getting low and Council has provided the money in the past, generously. Let's go have roll call vote for waiving of the readings.

Roll call vote for waiving of the readings.

5 Ayes in person

3 Ayes by phone: Mrs. Gentry, Mrs. Osborn, and Mr. Foreman

1 Abstention Mr. Roberts

Motion carries.

Ms. Gildow moved for passage, seconded by Miss Bradshaw.

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

Roll call vote for passage.

5 Ayes in person

3 Ayes by phone: Mrs. Gentry, Mrs. Osborn, and Mr. Foreman

1 Abstention Mr. Roberts

Motion carries. Ordinance is passed.

**Ordinance No. 2020-53** – Introduced by Council – An Ordinance authorizing the proper city official to advertise for bids and enter into a contract with the lowest and best bidder for the R6 and R8 through R11 Basin Sewer Separation Project.

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

Mr. Vincent: Is there any discussion? With this, I do know this project can go the three readings if we have a first meeting in April, if not we may need to waive at the second reading point if that ends up being the end of April. Is there any other discussion? Does that make sense? With that we will have roll call vote for first reading.

Roll call vote for first reading.

5 Ayes in person

4 Ayes by phone: Mr. Roberts, Mrs. Gentry, Mrs. Osborn, and Mr. Foreman

0 Nays

Motion carries. First reading is passed.

**Ordinance No. 2020-54** – Introduced by Council – An Ordinance authorizing an amendment to the Zanesville, South Zanesville and Springfield Township Joint Economic Development District Contract.

Mr. Sharrer moved to waive the readings and it was seconded by Mr. Baker.

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

Roll call vote for waiving of the readings.

5 Ayes in person

4 Ayes by phone: Mr. Roberts, Mrs. Gentry, Mrs. Osborn, and Mr. Foreman

0 Nays Motion carries.

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

Roll call vote for passage.

5 Ayes in person

4 Ayes by phone: Mr. Roberts, Mrs. Gentry, Mrs. Osborn, and Mr. Foreman

0 Nays

Motion carries. Ordinance is passed.

**Ordinance No. 2020-55** – 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. Sharrer moved for first reading, seconded by Mr. Ware.

Mr. Vincent: Is there any discussion? I do have a request for an amendment. I will request for someone to make the motion once I explain it. In the first whereas it talks about a zoning change from C-2 to Community and Regional Commercial to C-4 Highway Commercial. It should read, the first one change from I-1 instead of C-2 and A&E instead of C-4. So, with that if that is clear I would like a motion.

Mr. Sharrer moved to amend and it was seconded by Mr. Baker.

Mr. Vincent: Is there any discussion? Is everyone clear on that? It is instead of a C-2 to C-4 it should be I-1 to A&E. With that, we will have a roll call vote for the amendment.

Roll call vote for the amendment.

5 Ayes in person

4 Ayes by phone: Mr. Roberts, Mrs. Gentry, Mrs. Osborn, and Mr. Foreman

0 Nays

Motion carries.

Mr. Vincent: We are now at Ordinance 2020-55 as amended. We are at first reading.

Mr. Baker moved for first reading as amended and it was seconded by Mr. Ware.

Mr. Vincent: Is there any discussion? Hearing none, roll call vote for first reading as amended.

Roll call vote for first reading.

5 Ayes in person

4 Ayes by phone: Mr. Roberts, Mrs. Gentry, Mrs. Osborn, and Mr. Foreman

0 Nays

Motion carries.

**Ordinance No. 2020-57** – Introduced by Council – An Ordinance authorizing the proper City Official to provide amenities for events related to the current state of emergency caused by the COVID-19 Virus and declaring an emergency.

Mr. Baker moved to waive the readings and it was seconded by Mr. Sharrer.

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

Roll call vote for waiving of the readings.

5 Ayes in person

4 Ayes by phone: Mr. Roberts, Mrs. Gentry, Mrs. Osborn, and Mr. Foreman

0 Nays

Motion carries.

Mr. Baker moved for passage, seconded by Miss Bradshaw.

Roll call vote for passage.

5 Ayes in person

4 Ayes by phone: Mr. Roberts, Mrs. Gentry, Mrs. Osborn, and Mr. Foreman

0 Nays

Motion carries. Ordinance is passed.

We are now at item 10A. Ordinance No. 2020-58

**Ordinance No. 2020-58** – Introduced by Council – An Ordinance authorizing emergency measures in response to COVID-19 Virus and declaring an emergency.

Mr. Sharrer moved to waive the readings and it was seconded by Mr. Ware.

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

Roll call vote for waiving of the readings.

5 Ayes in person

4 Ayes by phone: Mr. Roberts, Mrs. Gentry, Mrs. Osborn, and Mr. Foreman

0 Nays

Motion carries.

Miss Bradshaw moved for passage, seconded by Mr. Baker.

Mr. Vincent: Is there any discussion? Council has read through this, it will help provide for Council, our legislative body here to continue their work in this emergency and what might come in the future. It will also give additional powers to the Mayor to help make sure that we can continue, the city can continue functioning if something happens with the legislative body and we cannot meet timely to address needs, so this is part of what I discussed earlier that we are taking steps and measures to make sure we are doing everything we can here in the city to keep things moving forward to provide for the citizens. With that I want to give special thanks to Mr. Tarbert for his advice and counsel on this and the Mayor then also. Is there any other discussion? Okay, we will have roll call vote for passage.

Roll call vote for passage.

5 Ayes in person

4 Ayes by phone: Mr. Roberts, Mrs. Gentry, Mrs. Osborn, and Mr. Foreman

0 Nays

Motion carries. Ordinance is passed.

**ORDINANCES FOR ACTION**

**Ordinance No. 2020-45** – Introduced by Council – An Ordinance authorizing the proper city official to advertise for bids and enter into a contract for the 2020 Citywide OPWC Overlay with the lowest and best bidder.

Ms. Gildow moved for second reading, seconded by Miss Bradshaw.

Mr. Vincent: Is there any discussion? This is pretty routine and time wise, we are okay on this, I think Scott?

Scott Brown: Yes, Mr. President. Thank you. The timeline is July 31<sup>st</sup>.

Mr. Vincent: Thank you, sir. The director said the timeline is July 31 so we are okay on this. Okay, so we are at second reading. So, we will have roll call vote for second reading.

Roll call vote for second reading.

5 Ayes in person

4 Ayes by phone: Mr. Roberts, Mrs. Gentry, Mrs. Osborn, and Mr. Foreman

0 Nays

Motion carries.

**Ordinance No. 2020-47 Amended** – Introduced by Council – An Ordinance authorizing the proper city official to commit city funding as a match for an Appalachian Regional Commission Grant for contracting of a GPS Data Collection and GIS Mapping Service.

Mr. Baker moved for second reading, seconded by Miss Bradshaw.

Mr. Vincent: Is there any discussion?

Mr. Sharrer: I believe there are some amendments to this as well that are in front of Council to add a Whereas and the addition of a word in the first Whereas.

Mr. Vincent: Sir, if you would go ahead if you don't mind reading that just to make it real clear.

Mr. Sharrer: The amendments that we would like are in the second Whereas, "offers staff familiar with" we are inserting the word "storm" in front of water so "stormwater systems" and then adding a third Whereas, "Whereas, due to the source of the funding for this grant RCAP is considered to be a single source provider of the service thereby precluding the need for competitive bedding on this project; and"

Those are the amendments suggested.

Mr. Vincent: Thank you, sir. So, we have those amendments as Mr. Sharrer kindly read to us. Is there a second?

It was seconded by Mr. Baker.

Mr. Vincent: Is there any discussion or questions on those proposed amendments? Okay, if not we will have roll call vote to accept those amendments.

Roll call vote to accept these amendments.

5 Ayes in person

4 Ayes by phone: Mr. Roberts, Mrs. Gentry, Mrs. Osborn, and Mr. Foreman

0 Nays

Motion to amend carries.

Mr. Vincent: We are now at Ordinance No. 2020-47 Amended (2) as amended a second time.

Mr. Baker moved for second reading as amended, seconded by Miss Bradshaw.

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

Roll call vote for second reading.

5 Ayes in person

4 Ayes by phone: Mr. Roberts, Mrs. Gentry, Mrs. Osborn, and Mr. Foreman

0 Nays

Motion carries. Second reading did pass and will return to the next meeting for third and final reading.

**Ordinance No. 2020-14** – Introduced by Council - An Ordinance authorizing the City to enter into Energy Savings Contracts with ABM Technical Solutions, LLC.

Mr. Vincent: We are at third reading, but I am requesting and it has been requested as far as talking with the administration to postpone this and the next Ordinance while some things are worked out with this legislation and some questions are answered. So, with that for Ordinance 2020-14 we request to postpone. With that it would be to postpone for 30 days or our first meeting after 30 days I think is probably the safest thing to go with since considering whether we will be meeting or not. So, the request is to postpone for 30 days or the first meeting after 30 days.

Mr. Sharrer moved to postpone for 30 days or the first meeting after 30 days. It was seconded by Mr. Baker.

Mr. Vincent: Are there discussion or questions on that? Okay, with that we will have a roll call vote on postponing this piece of legislation for 30 days or the first meeting after 30 days.

Mr. Sharrer: I would like to make sure that it is clear that my motion is to postpone both of them so we don't have to go through all of these readings and everything for each of them individually if that is okay?

Mr. Vincent: I think unfortunately we probably have to do each one separate, but I will turn to the Law Director.

Mr. Sharrer: Do we have to do each one of them separately?

David Tarbert: Yes, please. I just want to make sure things are very, very clear tonight.

Mr. Vincent: Thank you. So, we are voting on postponing as stated of this one ordinance.

Roll call vote to postpone.

5 Ayes in person

4 Ayes by phone: Mr. Roberts, Mrs. Gentry, Mrs. Osborn, and Mr. Foreman

0 Nays

Motion carries. Ordinance is postponed until for 30 days or the first meeting after 30 days.

**Ordinance No. 2020-15** – Introduced by Council - An Ordinance authorizing the City to enter into a Tax-Exempt Municipal Lease for the funding of Energy Conservation Measures in the city provided by ABM Technical Solutions, LLC.

Mr. Sharrer moved to postpone for 30 days or the first meeting after 30 days. It was seconded by Mr. Ware.

Roll call vote for postponing as Mr. Sharrer stated.

5 Ayes in person

4 Ayes by phone: Mr. Roberts, Mrs. Gentry, Mrs. Osborn, and Mr. Foreman

0 Nays

Motion carries. Ordinance is postponed for 30 days or until the first meeting after 30 days.

**Ordinance No. 2020-33** – Introduced by Council – An Ordinance establishing a Single Source Waste Generator Fee.

Miss Bradshaw moved for third reading and passage, seconded by Mr. Ware.

Roll call vote for passage.

5 Ayes in person

4 Ayes by phone: Mr. Roberts, Mrs. Gentry, Mrs. Osborn, and Mr. Foreman

0 Nays

Motion carries. Ordinance is passed.

**Ordinance No. 2020-34** – Introduced by Council – An Ordinance authorizing the expenditure of funds relating to the Lock #10 Canal Trail Project.

Ms. Gildow moved for third reading and passage, seconded by Miss Bradshaw.

Mr. Vincent: Is there any discussion? It has been a long time on getting here.

Roll call vote for passage.

5 Ayes in person

4 Ayes by phone: Mr. Roberts, Mrs. Gentry, Mrs. Osborn, and Mr. Foreman

0 Nays

Motion carries. Ordinance is passed.

**Ordinance No. 2020-35** – Introduced by Council – An Ordinance authorizing the Municipal Court Judge to enter into an agreement with the Ohio Attorney General's Office for the collection of monies owed to the Zanesville Municipal Court.

Miss Bradshaw moved for third reading and passage, seconded by Mr. Ware.

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

Roll call vote for passage.

5 Ayes in person

4 Ayes by phone: Mr. Roberts, Mrs. Gentry, Mrs. Osborn, and Mr. Foreman

0 Nays

Motion carries. Ordinance is passed.

**Ordinance No. 2020-36** – Introduced by Council – An Ordinance establishing Pay, Benefit, and Employment Policies and Procedures for Unaffiliated Employees in the Municipal Service.

Mr. Sharrer moved for third reading and passage, seconded by Miss Bradshaw.

Mr. Vincent: Council on the line, if you could be aware of the noise you are making in the background, like pots and pans and stuff. It is making it hard to hear. You can mute your phone between votes. We will have roll call vote for passage.

Roll call vote for passage.

5 Ayes in person

4 Ayes by phone: Mr. Roberts, Mrs. Gentry, Mrs. Osborn, and Mr. Foreman

0 Nays

Motion carries. Ordinance is passed.

**Ordinance No. 2020-37** – Introduced by Council – An Ordinance authorizing a Maximum Schedule of positions for the City of Zanesville's Workforce.

Miss Bradshaw moved for third reading and passage, seconded by Mr. Ware.

Mr. Vincent: As far as discussion, with that I do have a request that came out of our budget hearings and with that I will go through and read this to make Council aware and if someone wants to make a motion they can do that and Council can decide if they want to support that.

So, with that there are two changes proposed here. The first one is on page 5. It is under Community Development. The last position on that list, Redevelopment Administrator, changing from one to two. So, page 5 Community Development is the Redevelopment Administrator position changing from one to two.

The second proposed amendment then is on page 7 under Refuse at the bottom of the page the job title is Refuse Collection Crew Leader and the request to change that from 4 to 5. So, Refuse Collection Crew Leader from 4 to 5 is the request as far as the amendment to this ordinance.

What is Council's pleasure?

Mr. Sharrer: I would like to ask the Administration where they stand on this. Are in favor of these?

Mayor Mason: Yes, and there are a couple or many different reasons. One is, we can thank Scott for doing two jobs. He has been doing two jobs and that has really saved us a lot of money in Public Service. Quite frankly and not having the person hired in Community Development starting in January 1 and most likely end of April or end of April or something like that has saved us money and basically it is just a transference of funds. My goal is really to focus a lot of effort on neighborhood redevelopment and community development and I think

two people would be very helpful in that area. There are some other changes that if Scott wants to address, he can.

Mr. Vincent: With that, Mr. Scott Brown, if you would like to comment. If you could come forward just so we can be sure to hear you.

Scott Brown: Thank you, Mr. President. The Refuse Collection Crew Leader is we currently have five garbage trucks, but we operate with four in our route so the fifth one is reserved when one breaks down. However, we have changed our operations. Now, we bring all of the trash back to the Central Station and we have a trash compactor and then we use a specialized vehicle that takes all of that trash to the landfill. Whereas before that we were taking each garbage truck from here to the landfill so we need to add another driver to be able to drive that truck to the landfill while the trash trucks are still being out driving around collecting trash in the City. So, that is why we need to add another position.

Mayor Mason: The reason this makes sense from an economic standpoint is instead of having all of these trash trucks wasting time and crews going back and forth you will just have one specialized truck actually carrying more, I don't know if by ton or by yard, however we pack it. That should be a cost efficiency in the long run or even a short run.

Mr. Vincent: So we will save time and we won't have the entire crew going in the truck to empty their trash to a faraway landfill it will be taken down to the area off Linden and loaded into another compactor, it will compact it and a separate vehicle with this new driver who will then take it to the landfill. There will be more efficiencies.

Scott Brown: Correct. The vehicle we will be using is more of a semi-based vehicle that is designed for kind of long distances whereas a trash truck is not really designed to make those long trips.

Mayor Mason: In terms of gear ratio and miles per gallon this will be much better.

Mr. Vincent: Less mileage then on our very expensive trash trucks.

Scott Brown: That is correct.

Mr. Vincent: Thank you, sir. Thank you, Mr. Brown. With that then the Community Development, Mr. Arnett, would you like to add anything to help clarify for Council?

Mr. Arnett: I think the Mayor said it very well. The idea is to really spend a lot of time in neighborhoods. If you believe the way to really revitalize the city is neighborhood by neighborhood you need feet on the ground and honestly since Carly left a while back, I moved into Redevelopment and I was there about four or five months before being promoted to Community Development Director. So, we haven't honestly had a Redevelopment Administrator working full time since June of last year. So, there is a lot of work to be done.

Mr. Vincent: Okay, so this could help with the concerns brought up earlier about downtown and where we want to go.

Mr. Arnett: Oh, for sure.

Mr. Vincent: Getting input from citizens and creating awareness as what is going on.

Mr. Sharrer: Mr. President, I would make a motion to change on page 5 in red the Redevelopment Administrator from one to two and on page 7 change the Refuse Collection Crew Leader from four to five.

Mr. Baker: I second.

Mr. Vincent: Is there any discussion on that amendment?

Mr. Roberts by phone: Mr. President, just a quick question on the Refuse Collection. I wanted to say about two years ago is when we got away from the transfer station and went to the individual trucks going there. I guess the only thing I would question is how were we doing it before with the transfer station with the current manpower that we have, but yet we need somebody additional now? If I remember right, it was something about the crews when they were done with their normal collection routes would then take the stuff from the transfer station to the landfill.

Mr. Vincent: Okay, thank you, Mr. Roberts. I will repeat the question just to make sure Mr. Brown heard the question. Basically, Mr. Roberts question was and correct me if I am wrong, but I will try to summarize here. With this new position what did we do in the past and what is different as far as speaking numbers as far as employees and will you explain that part?

Mr. Roberts by phone: Sorry, Mr. President, not just in the past, but this deal with the trash trucks taking the trash to the landfill is a fairly new occurrence. I remember when we went to that when it was under Jay. Prior to that we had a transfer station and they would deliver the garbage to the transfer station and then from the transfer station to the landfill.

Mr. Vincent: Did you get that question? Can everyone hear okay? Mr. Brown, did you get that?

Mr. Brown: I did. So, my tenure with the City we have always used the trash trucks to go to the landfill. I just haven't been here long enough I guess in either capacity when the transfer station was in operation. It is true at some point in the past the City contracted out the operations of the trash compactor and then I am not sure exactly how the City transported the trash to the landfill once the contractor compacted the trash. So, I am not sure prior to my coming to the City exactly how it was done. I just now know that the situation we are in is that we need another person to be able to take that specialized vehicle to the landfill.

Mr. Vincent: How are you covering that now?

Mr. Brown: With the AFSCME union there are different pay levels. There is a 120 which I believe is called a Refuse Collector and then there is the Crew Leader who is a 150 pay grade which is the driver. So, currently either the driver does not drive their trash truck and they have to get in the other vehicle to take it to the landfill or we do what they call an upgrade which is to take the person that is a 120 and upgrade them to that 150 to make that fifth position. The contract has specific language in there that states simply that if we do that for more than 30 days it is proof that the job is warranted and we bargained with the union that says we will create that position and fill it. So, we have gone for now it sounds like multiple years of that practice which is proof that the position was warranted at least from the contracts campaign.

Mr. Vincent: Thank you. Mr. Roberts, does that answer your question or do you have additional questions?

Mr. Roberts: I think so, Dan. I am not entirely sure, but it is fine.

Mr. Vincent: Okay, I mean is there more we can answer?

Mr. Roberts: No.

Mr. Vincent: Okay, thank you Mr. Roberts. Is there anything else from Council?

Mrs. Osborn: Mr. President, according to the Governor who made an announcement today that he is putting a hiring freeze on government. I assume that was just at the state level and does not affect us at all.

Mr. Vincent: I don't know the answer to that.

Mayor Mason: Yes, I saw it. The Governor's hiring freeze doesn't affect all of state government, either. It just affects all state government within the appointing authority of the Governor. It doesn't affect the Auditor, Treasurer, Law Director, or any of the state universities, it is just his office executive branch. I have no desire to hire more people. My desire is to save money and create efficiencies. It is not efficient to send trash trucks to and from landfills. It is efficient to send a trash compactor to a landfill. Again, it was imprudent of the city over the last twelve years to bargain away management rights, but that was done. So, now we have to live with the contract that is before us which is why Scott is absolutely correct. You either have to upgrade it or you might face ultimately a grievance of some sort. So, we are compliant with bargained away management rights in the contract has basically documented.

Going back to the issue of Community Redevelopment, we really have to start with the neighborhoods and work our way up. We needed two people to be able to do that and again we are blessed that we have Scott working two jobs right now. I think if you want to have the events next year; for example like Zanes Trace Commemoration, or if you want to work with some of the neighborhoods on neighborhood cleanups and things of that nature it is important to have people out there helping as moms and dads are trying to raise their kids and just need a little help getting those activities going. So that is what our goal is to create efficiencies, but actually operate within the budget.

Mr. Vincent: Thank you, Mayor. Mrs. Osborn, does that answer your question?

Mrs. Osborn: Sure.

Mr. Vincent: All of this emergency information that I have read in the last week that Mr. Tarbert has sent to me and that I have found, I kind of think at least the one part as far as trash collection and another position deal with this would probably fit in with the emergency situation as needing to provide services and doing what needs to be done to provide these services and I think that could fit very well with the need that is existing to keep on moving forward as far as providing essential services like sanitation. The other part I would have to think longer on, in Community Development. Okay, are there any other questions from Council? Okay, we are at the amendment right now, correct?

The Clerk responded yes.

Mr. Vincent: So we will have roll call vote to accept the amendment proposed by Mr. Sharrer.

Roll call vote on the amendment.

5 Ayes in person

4 Ayes by phone: Mr. Roberts, Mrs. Gentry, Mrs. Osborn, and Mr. Foreman

0 Nays

Motion passes.

Mr. Vincent: We are now at Ordinance 2020-37 as amended. We are at third reading. What is Council's pleasure?

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

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

Roll call vote for passage.

5 Ayes in person

4 Ayes by phone: Mr. Roberts, Mrs. Gentry, Mrs. Osborn, and Mr. Foreman

0 Nays

Motion carries. Ordinance is passed.

**Ordinance No. 2020-39** – Introduced by Council – An Ordinance amending Chapter 1105.10 and Chapter 1353.04.

Mr. Baker moved for third reading and passage, seconded by Miss Bradshaw.

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

Roll call vote for passage.

5 Ayes in person

4 Ayes by phone: Mr. Roberts, Mrs. Gentry, Mrs. Osborn, and Mr. Foreman

0 Nays

Motion carries. Ordinance is passed.

**Ordinance No. 2020-40A** – 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. Baker moved for third reading and passage, seconded by Mr. Sharrer.

Mr. Vincent: Is there any discussion? We did have our public hearing on this earlier and I did share at that time, but I think in light of the current situations with all that is going on and to make sure that we hear the public and their concerns. I want to share this again. This was from earlier in the public hearing.

These are comments from Janet Edwards who lives in the area of the proposed zoning change here.

Comments from Janet Edwards pertaining to the Public Hearing on March 23, 2020 at 6:15 p.m. to rezone 12 parcels along Maysville Avenue and in lieu of the Corona virus she has chosen not to attend the hearing, but wanted her comments known.

Her concerns are as follows:

There is just an alley or private drive between the residents' homes, the parking lot, and the business of RePack. There needs to be a barrier to help buffer the noise and visual appearance. She doesn't want the business there because she feels they don't follow the rules like no working on weekends and activity still goes on. They claim it is remodeling, but she is not sure if they are unloading shipments instead. She doesn't know what they are doing, but it seems to have activity every day. She closed with I don't like the noise it makes. If it is loud noise I won't be able to use my yard. Thank you, Janet Edwards.

With that we did have some comments from Matt Schley, that this company would need to come back and reapply for a variance to address some of the concerns such as buffering and conditions.

Mr. Arnett: They would need to apply for a Conditional Use Permit. That would be the opportunity to be able to place the requirements for screening would be during that process.

Mr. Vincent: Okay so their concerns have been heard here and you are hearing them again now and there are some options as far as toward this then. Is there anything else from Council on this? Okay, we are at third reading so we will have roll call vote for passage.

Roll call vote for passage.

5 Ayes in person

4 Ayes by phone: Mr. Roberts, Mrs. Gentry, Mrs. Osborn, and Mr. Foreman

0 Nays

Motion carries. Ordinance is passed.

**Ordinance No. 2020-41A** – Introduced by Council – An Ordinance reaffirming Ordinance 03-73 establishing the boundaries of the Greenwood Community Reinvestment Area and reaffirming Ordinance 06-76 that amended the incentive term for new construction and remodeling.

Mr. Sharrer moved for third reading and passage, seconded by Mr. Baker.

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

Roll call vote for passage.

5 Ayes in person Mr. Baker, Mr. Ware, Miss Bradshaw, Ms. Gildow, and Mr. Sharrer

4 Ayes by phone: Mr. Roberts, Mrs. Gentry, Mrs. Osborn, and Mr. Foreman

0 Nays

Motion carries. Ordinance is passed.

## **TRAFFIC ORDERS**

No Traffic Orders were filed for this meeting.

## **MISCELLANEOUS AND UNFINISHED BUSINESS**

Mayor Mason: I think what is on top of everybody's mind is what do I need to know if everybody is working together on COVID-19 and let me say, so daily we have meeting at 10:00. They normally last a couple of hours. There is a core group and then there are a lot of separate groups. The bottom line is really every governmental entity in terms of county, city, sheriffs, police department, fire departments, Muskingum Valley Health, Genesis; obviously, you have the health department in the leadership role. The county and some other entities are there and

both of the ambulance services. Frankly everybody is working very well together trying to organize so that if we do need bed space there is bed space. We are trying to basically work around the priorities in our community. Again, everybody is working very well together to maximize resources and I appreciate the various ordinances you have passed tonight. Again, these are uncharted times and I think whether you are talking about the Governor, the Attorney General, or the President of the United States, we all admit that these are areas you might have done, sort of tabletop modeling on or did planning, but we are not planning, we are not doing tabletop modeling; we are actually doing the work. So, we will continue to document what we do and hopefully this will be the last time in our nation's history that we have to do something this dramatic. It is the first time probably that we have had to do something this dramatic.

Mr. Vincent: Thank you, sir. Is there anything else from the Administration? Is there anything else from Council?

Mr. Sharrer: Mr. President, I was going to say I was going to give a shout out to you and to the Clerk of Council, the Law Director's office, the Mayor, and for our I.T. Department, Lisa and Glen, for all the hard work you guys have put in to make this a smooth meeting and make things as smooth as possible and as transparent as possible for our community. Thank you all.

Mr. Vincent: Thank you, Mr. Sharrer, I greatly appreciate that and you actually said some of the things I was going to say and you thanked some of the same people I was going to thank.

Mr. Sharrer: I am sorry.

Mr. Vincent: No, that is fine. It was better coming from you. I would like to add also to that outside of City Hall then is our local media. They did a nice job as far as getting the information out and they have been doing a nice job getting information out for public safety and health. That is very much appreciated. I want to give a special thanks to Y-City News who is here tonight and they offered to cover this as we are challenged with some technical problems recording. They are recording so we will be able to capture, as long as everything works out, this meeting to have a permanent copy of that too which is so important to us. Again, thank you Y-City News. We greatly appreciate you coming this evening. And again...

Mr. Foreman by phone: Mr. President, I would just like to do a shout out for our school system. We have done a really good job this week and last week and we are going to do it again this Friday by providing over 3,000 meals to students and their families. Like you know, one week's supply at a time of breakfast and lunch. We have been able to operate this securely within our teachers and our staff. We are very much looking forward to another Friday of doing this. We feel like it is an essential practice and we have, I will just tell you that on a personal note that having been a part of this I am extremely impressed with the number of people that pull up and say they need one or two meals because I think that captures their really good hearts. People are not taking advantage of this is what I will tell you. It has been a wonderful, wonderful experience. We will continue to do it until we are shut down and I hope that never happens. As of now, we have provided many, many meals and we will start promptly in the morning of this Friday and we will continue to do that.

Mr. Vincent: Okay, alright thank you Mr. Foreman. We appreciate that. In closing, again my appreciation is very heartfelt in there are many people who have done so many things and I appreciate the fact that we are all pulling together as a team and a community. It will be up in the air if City Council will meet the second Monday in April. If we need to we will take measures to do that. We passed just about everything that we needed to pass tonight to prepare for the

near future. We will do what is needed to make sure the City government needs to run effectively and provide services. I am sure I will think of something once the meeting is adjourned, but with that I will turn to Council.

**PRIVATE PETITIONS AND COMMUNICATIONS**

No Non-agenda item petitions were filed for this meeting.

Mr. Sharrer: Mr. President, I move we adjourn.

It was seconded by Miss Bradshaw.

Mr. Vincent: All in favor of adjournment signify by saying aye. Opposed nay. All were in favor. None were opposed. Motion carries. Thank you everyone, good night and be safe.

The clerk asked if we need a roll call and the Law Director said he is okay with this one. The meeting adjourned about 8:30 p.m.

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Susan Culbertson  
Clerk of Council

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Daniel M. Vincent  
President of Zanesville City Council

Ann Gildow  
Ways and Means Chair

ORDINANCE NO. 2020-59  
INTRODUCED BY COUNCIL

AN ORDINANCE AUTHORIZING THE PROPER CITY OFFICIAL TO  
DISPOSE OF SURPLUS PROPERTY

**WHEREAS**, ordinance #14-71 established a policy for the disposal of property the City deems to be surplus; and

**WHEREAS**, resolution #2020-03 authorizes the City to dispose of surplus property by way of internet auction; and

**WHEREAS**, the Public Service and Public Safety Departments have identified items no longer needed for the usual daily operations of the City; and

**WHEREAS**, some items may have a value in excess of \$1,000.00, therefore requiring Council's approval for disposal.

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

**SECTION ONE:** The proper City Official is hereby authorized to dispose of the surplus property listed on Exhibit A attached hereto.

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

PASSED: \_\_\_\_\_, 2020

\_\_\_\_\_  
Sue 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

**CITY OF ZANESVILLE SURPLUS PROPERTY**

**Public Service Surplus Items:**

**Water:**

Sullivan D185 Diesel Air Compressor, Model#/SN: D185U5B/600183  
Sullivan D185 Diesel Air Compressor, Model#/SN: D185U5B/600184  
Integra Enclosure Valve Controllers (Lot of 48), Model#/SN: IP-68  
Lanier LD425C Copier, Model#/SN: L3685100690  
Morse 55 Gallon Drum Mover (Lot of 2), Model#/SN: 86/0605T

**Street:**

Portable Emulsion Drum Pumps (Lot of 3), Model#/SN: CRE100/0286, 0293, 0317  
1995 GMC Dump Truck, VIN#: 1GDM7H1J7SJ525181  
2000 GMC 3500 Pick-up with Utility Bed, VIN#: 1GDGC34ROYF411502

**Sewer:**

1999 Ford E-350 Econoline, VIN#: 1FDSE30F3XHA48311

**Parks:**

Echo Blower, Model#/SN: PB2100/1287W772  
Stihl 16" Chain Saw, Model#/SN: MS250/270392689

**Cemetery:**

Stihl 16" Chain Saw, Model#/SN: MS250/271240378

**Public Safety Surplus Items:**

**Fire:**

Onan Generator, Model#/SN: 4-OCCK-3CR-8390R/1274914244  
Homelite Blower, Model#/SN: BX-90/HR2900400

Ann Gildow  
Ways and Means Chair

ORDINANCE NO. 2020-60  
INTRODUCED BY COUNCIL

AUTHORIZING THE PROPER CITY OFFICIAL TO PROVIDE FUNDS  
TO THE TRANSPORTATION IMPROVEMENT DISTRICT BOARD  
FOR OPERATIONAL EXPENSES

**WHEREAS**, the Transportation Improvement District Board herein after referred to as TID has facilitated funding to the City for numerous transportation improvement projects which would have otherwise gone unfunded; and

**WHEREAS**, the TID may not use State funds for operational expenses such as the cost of insurance and audit fees; and

**WHEREAS**, the City of Zanesville and the Board of Commissioners of Muskingum County believe it is in the community's best interest to share annual operational costs of the TID.

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

**SECTION ONE:** The TID Board will provide the City with an annual invoice for operating costs, and upon receipt of said invoice the proper city official is authorized to provide operating funds to the Transportation Improvement District Board in an amount up to \$5,000.00 annually. Said funding shall be for each of the years 2021, 2022, & 2023, and be paid from line item 101.7791.53299.

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

PASSED \_\_\_\_\_, 2020

ATTEST: \_\_\_\_\_  
Sue 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

**ORDINANCE NO. 2020 - 61  
INTRODUCED BY COUNCIL**

**AN ORDINANCE AUTHORIZING THE PROPER CITY OFFICIAL TO  
APPLY TO THE OHIO DEPARTMENT OF NATURAL RESOURCES  
FOR A NATUREWORKS GRANT FOR THE LOCK #10 CANAL  
TRAIL PROJECT.**

**WHEREAS**, the State of Ohio through the Ohio Department of Natural Resources, administers financial assistance for public recreation purposes, through the State of Ohio NatureWorks grant program; and

**WHEREAS**, the City of Zanesville desires financial assistance under the NatureWorks Grant Program for the Lock #10 Canal Trail Project.

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

**SECTION ONE:** That the City of Zanesville approves filing this application for financial assistance.

**SECTION TWO:** The Public Service Director is hereby authorized and directed to execute and file an application with the Ohio Department of Natural Resources and to provide all information and documentation required to become eligible for possible funding assistance.

**SECTION THREE:** The City of Zanesville does agree to obligate the funds required to satisfactorily complete the proposed project and become eligible for reimbursement under the terms of the NatureWorks Grant Program.

**SECTION FOUR:** 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:** \_\_\_\_\_, 20120

**THIS LEGISLATION APPROVED  
AS TO FORM**

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

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

ORDINANCE 2020 - \_\_

REQUIRED CERTIFICATE OF RECORDING OFFICER

I, the undersigned, hereby certify, that the foregoing is a true and correct copy of resolution adopted by the Council of the City of Zanesville held on the \_\_\_\_ day in the month of \_\_\_\_\_, 2020, and that I am a duly authorized to execute this certificate.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

**ORDINANCE NO. 2020 - 62  
INTRODUCED BY COUNCIL**

**AN ORDINANCE AUTHORIZING THE PROPER CITY OFFICIAL TO GRANT AN EASEMENT TO AMERICAN ELECTRIC POWER AS PART OF THE CONSTRUCTION OF THE AIRPORT LIGHTING VAULT IMPROVEMENT PROJECT, AND DECLARING AN EMERGENCY.**

**WHEREAS**, Ordinance 19-42 authorized the bid, award, and construction of the Airport Lighting Vault Improvement project; and

**WHEREAS**, American Electric Power will need to expand the existing easements for the existing electrical infrastructure to accommodate the new electrical service; and

**WHEREAS**, the electrical service will be located on City property that is not a dedicated right of way; and

**WHEREAS**, said electrical service requires American Electric Power to obtain an easement from the City of Zanesville, attached as Exhibit A.

**WHEREAS**, the vault project was authorized due to the current condition of the vault, which poses a health and safety risk to staff and visitors at the Airport. In order to quickly remedy this condition and preserve health and safety, this ordinance needs passed as an emergency.

**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 grant an easement to American Electric Power as part of the construction of the Airport Electrical Vault project.

**SECTION TWO:** 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:** \_\_\_\_\_, 2020

**ATTEST:**  
\_\_\_\_\_  
SUSAN CULBERTSON,  
Clerk of Council

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

**APPROVED:** \_\_\_\_\_, 2020

**THIS LEGISLATION APPROVED  
AS TO FORM**

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

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

Eas. \_\_\_\_\_



BOUNDLESS ENERGY™

**Easement & Right of Way**

The City of Zanesville, a municipal corporation, "Grantor(s)", in consideration of \$1.00, the easement terms, and other good and valuable consideration from Ohio Power Company, an Ohio corporation and a unit of American Electric Power, 700 Morrison Road, Gahanna, OH 43230, "Grantee", the receipt and sufficiency of which is acknowledged, grants and conveys with general warranty covenants to Grantee its successors, assigns, lessees, licensees and tenants, a right of way and easement, "Easement" for electric and other current/future energy or communication purposes, overhead and underground, in, on, over, through and across the following described lands situated in Perry Township, Muskingum County, Ohio, and being part of the 3rd quarter, Township 1, Range 6. Being part of a 468.16-acre tract of land as described in Official Records Volume 306 Pages 475 of the Muskingum County Recorder's Office (Auditor's Parcel # 51-70-03-07-000).

Said lines and facilities shall be constructed within the limits a certain strips of land. The dimensions of which are shown on the attached drawing marked Exhibit "A" and made a part hereof.

This Easement conveys all necessary and convenient rights for the Easement's use, including, without limitation, the rights to: construct, operate, maintain, inspect, protect, repair, replace, enlarge, upgrade, extend and remove utility facilities and relocate within the Easement, all necessary and convenient facilities which include but are not limited to: poles, anchors, guys, supporting structures, conductors, conduits, enclosures, grounding systems, foundations, manholes, transformers, and associated equipment, adding thereto from time to time; perform grading or filling for such facilities; cut, trim, remove and/or otherwise control, with herbicides or by other means, at Grantee's option (without any liability to Grantor), any trees, limbs or branches, brush, shrubs, undergrowth, of whatever size, buildings, structures, or other obstructions that in Grantee's reasonable judgment endanger or interfere with the safety or use of its facilities, both within and adjoining the Easement. Within the Easement, Grantor shall not: place any structures, piles or debris, interfere with lateral support, change the level of the ground by excavation or mounding without Grantee's written consent, allow any construction that would be inconsistent with the National Electric Safety Code or Grantee's design standards, and, for underground lines, permit or cause any excavation, except for other utilities, provided such utilities rights do not conflict with this Easement. This Easement also conveys the right of ingress and egress in and over any reasonable routes at all times. If any governmental authority requires Grantee to relocate the facilities contemplated by this grant, this

Easement conveys the right to relocate such facilities to a comparable location of Grantee's choosing, without the need for a new easement.

Grantor may use its property for all purposes not inconsistent with the full enjoyment of the Easement, but Grantor acknowledges high voltage electric lines will be constructed within the Easement and Grantor shall use its property in a manner consistent with all applicable safety rules and regulations for working near electric lines. Safety/required clearance issues may be referred to Grantee's Engineering Group. Grantee shall restore the premises or pay reasonable damages done to fences, drains, seeded lawns (not landscaping), gates, ditches and crops caused by Grantee's use of the Easement. Grantor has authority to grant this Easement. No delay or omission by Grantee in exercising any right hereunder shall operate as a waiver or forfeiture of such right. This Easement grant is effective and binding upon the parties, their successors, assigns, lessees, licensees, heirs and legal representatives, and if any term hereunder is held invalid, the remainder shall not be affected thereby.

WITNESS, Grantor(s) signed this Easement on the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**The City of Zanesville**

Signature \_\_\_\_\_ Print Name \_\_\_\_\_

Title \_\_\_\_\_

STATE OF OHIO, }

COUNTY OF \_\_\_\_\_ }

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of

\_\_\_\_\_, 2020, by \_\_\_\_\_ (Print Name),

**The City of Zanesville, a municipal corporation, on behalf and for the corporation.**

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Printed Name

My Commission Expires \_\_\_\_\_

# "EXHIBIT A"



AIRPARK RD

TAKEOFF POLE # 40820639C20018

CITY OF ZANESVILLE  
AIRPORT ROAD  
51-70-03-07-000

AEP PROPOSED EASEMENT  
WIDEN TO 30'

TAKEOFF POLE # 40820639C20293

AEP PROPOSED EASEMENT  
FOR UNDERGROUND WIDTH 15'

TERMINATES AT TRANSFORMER # 40820639C20294

TERMINATES AT POLE # 40820639C20022

AIRPORT RD

AIRPORT RD

NOT TO SCALE

Powered by Esri



DRAWN BY: Todd Woodrow

COUNTY: MUSKINGUM

WR#: 75804256

CITY/TWP: ZANESVILLE

DATE: 3/3/2020

STATE: Ohio

SCALE: NTS

OHIO POWER COMPANY

**ORDINANCE NO. 2020 - 63**  
**INTRODUCED BY COUNCIL**

**AN ORDINANCE AUTHORIZING THE PROPER CITY OFFICIAL TO INCREASE THE DRINKING WATER ASSISTANCE FUND LOAN FOR THE DESIGN OF MITCHELL (PIONEER) RESERVOIR REPLACEMENT PROJECT.**

**WHEREAS**, Ordinance 18-116 authorized a contract with HULL Inc. to provide design services for the City's Pioneer Reservoir Replacement Project; and

**WHEREAS**, Ordinance No. 18-109 authorized execution of all loan documents with the Ohio EPA Drinking Water Assistance Fund for the Pioneer Reservoir Replacement Project; and

**WHEREAS**, HULL Inc. has performed engineering and surveying services that have identified the Mitchell tank as a more economically feasible reservoir site than Pioneer; and

**WHEREAS**, due to the increased engineering services in identifying a new reservoir location, the Public Service Director seeks to increase the Drinking Water Assistance Fund loan from \$320,300 to \$365,000; and

**WHEREAS**, the change in reservoir location from Pioneer to Mitchell will result in an estimated cost reduction from \$4,300,000 to \$3,200,000, thus saving the City and rate payers a significant amount.

**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 execute all necessary documents with the Ohio Environmental Protection Agency to increase the Drinking Water Assistance Fund loan from \$320,300 to \$365,000.

**SECTION TWO:** The cost for the final design is estimated to be \$365,000 as detailed within the Scope of Services, attached as "Exhibit A".

**SECTION THREE:** Funds for the payment of the project's design services shall be derived from the Drinking Water Assistance Fund Loan and shall be paid from City Line Item 611-5473-54458.

**SECTION FOUR:** 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 MASON,  
Mayor

**THIS LEGISLATION APPROVED  
AS TO FORM**

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



April 20,2020

Mr. Scott Brown  
Public Service Director  
City of Zanesville  
401 Market Street  
Zanesville, Ohio 43701

RE: Addendum #3 to Agreement  
Site Change-updated scope of services  
Pioneer Water Storage Tank Replacement | COZ018

Dear Mr. Brown,

Hull & Associates (Hull) is pleased to provide this Addendum for additional scope and fee as part of a site change for the Pioneer Water Storage Tank Replacement project. This Addendum includes additional services to the original agreement dated November 5, 2018 and executed on December 28, 2018 and prior Addendums #1 and #2.

## **PROJECT UNDERSTANDING**

The City of Zanesville (City) wishes to replace the existing Pioneer Reservoir with two (2) new, approximately 1-million gallon, above grade water storage tanks. The existing tank has provided service to the city since 1878 and has survived beyond its useful life. Hull has completed a review of the hydraulic profile with 3 different tank replacement location scenarios (Pioneer, Blandy and Mitchell). From those scenarios and discussion with city personnel, it was determined that 2 additional water storage tanks at the Mitchell site would be most beneficial for the city. This is a change from the original Agreement where it was understood that property would be acquired adjacent to the existing Pioneer reservoir for placement of the new water storage tanks.

Hull will work with a reputable geotechnical services firm to complete a subsurface geotechnical study of the proposed site for the new tanks. Hull will also complete a topographic survey of the site to be utilized during the design services portion of our work. Hull will complete engineering drawings for the selected tank style with 60% and 100% completion submittals to the city. With each submittal, Hull will prepare a probable construction cost estimate for review. A project manual and Ohio EPA permit application will be prepared as well.

The city also wishes to develop documents for demolition of the previous waterworks facility near Buckeye Dr. The building was constructed in 1917 and decommissioned in 2011. The city will utilize existing grant funds to perform phase 1 and possibly phase 2 environmental reviews of the site for use in demolition documents.

It is intended for all of the proposed work to be completed on city property (currently owned) or within public rights-of-way. The city only intends engage Hull for design services at this time. However, Hull can assist the city with bidding and construction services with an amendment to this proposal.

With this understanding, Hull proposes the following updated scope of services:

## **SCOPE OF SERVICES**

---

### **I. Project Administration (no change)**

Hull will provide project administration that will include:

- A. Conduct an early stakeholder meeting to determine the project specifics and overall timeline.
- B. Conduct up to three (3) design meetings with city personnel and members of the design team.
- C. Coordination of the project with any state, county or other public agency as deemed necessary.
- D. Coordination of design team including geotechnical, survey, electrical and instrumentation work.
- E. Assist the city with preparation of funding application(s) including Community Development Block Grant, Appalachian Regional Commission, Ohio EPA Water Supply Revolving Loan Account.

### **II. Preliminary Engineering (revised)**

Hull will provide preliminary engineering that will include:

- A. A cost/benefit analysis of three (3) possible tank alternatives. Those will include welded steel, glass-lined and bolted and pre-stressed concrete. Hull will meet and/or have discussions with sales representatives for the preliminary design and cost estimating of the three alternatives. The construction cost estimate for each tank alternative will include site work, site piping, electrical work, telemetry work and other miscellaneous appurtenances associated with the tank replacement construction.
- B. A limited hydraulic analysis of the city's low-pressure distribution zone as presented in a color-coded map by the city on September 10, 2018. The city will provide GIS data collected through a project with RCAP that will include waterline line location, sizes and materials. In addition, the city will provide typical demands of water for customers in the low-pressure zone. *The hydraulic review has been completed and included review of two (Blandy and Mitchell) additional tank sites.*

### **III. Geotechnical**

- a. Hull will team with a reputable geotechnical engineering firm to complete a subsurface geotechnical study of the proposed site for the two (2) new water storage tanks.
- b. The subsurface geotechnical study will include drilling of 4 to 6 locations at various depths, collection and analysis of the collected samples, and ultimately a report that will include anticipated soil bearing capacity, recommendations for foundation design and ways to alleviate any substandard soils conditions that may be found.
- c. Hull's geotechnical staff will review the study and recommendations ~~then assist with the~~ design process.

### **IV. Survey (revised)**

- A. Hull will perform a topographic survey of the site as needed to prepare the construction drawings. The survey will consist of locating physical improvements, drainage features, and utilities as observed or marked by OUPS. Benchmarks will be established at the site for construction purposes. *The topographic survey of the Pioneer site and Mitchell site has been completed.*
- ~~B. Hull will perform a boundary survey of the City owned property around the tank site as well as the three parcels being proposed for acquisition. (see attached exhibit)~~
- ~~C. Hull will provide a vacation plat of appropriate alleys, streets, and lots suitable for recording in the Muskingum County Recorder's Office. Plat shall comply with current City of Zanesville regulations. Lots shall have iron pins placed at locations as shown on the provided plat. Hull shall also provide a legal description and survey of the combined properties.~~

**V. Site Acquisition (revised)**

- ~~a. Hull will team with a reputable right-of-way acquisition firm to complete limited summary appraisal reports for the three parcels being proposed for acquisition.~~
- ~~b. The city will perform necessary title search, appraisal review, negotiation, and closing services.~~

**VI. Tree Survey and Protection Plan (revised) – completed for Pioneer site; not requested for Mitchell site**

- ~~a. Hull will perform a tree species and condition survey of the area of the proposed water tank site development. We assume the survey area will be approximately 1.0 acre in size. Hull tree experts will identify and assess the condition of every tree that is 3 inches dbh (diameter at breast height) or larger within the survey area. Each tree will be identified to species and measured for dbh, and the approximate crown diameter will be estimated. A color photograph will be taken, and the condition of each tree will be assessed with a rating of 'Good', 'Fair', or 'Poor' based on criteria including signs of disease, major cracks and cavities, and dead branches. The location of each tree will be recorded with a portable GPS unit with sub-meter accuracy.~~
- ~~b. The product of the tree survey will be a brief written report containing the information gathered about each tree in tabular format, a CAD drawing indicating the location of each tree, and representative color photographs.~~
- ~~c. A tree preservation plan will be prepared in consultation with the water tank design staff and the city. The development design constraints will be discussed as they relate to tree impacts. The preservation plan will describe efforts by the project designers to avoid impacts to the largest, best-quality trees in the survey area, and to minimize unavoidable impacts to trees. If deemed appropriate, and if required by the Shade Tree Commission, the preservation plan will also propose an appropriate level of mitigation for unavoidable loss of trees at the development site. The mitigation plan may include a variety of activities including tree replanting at the development site, tree planting at a nearby site, control of invasive species to improve overall forest quality, or other options.~~
- ~~d. The preservation plan will consist of a memo report containing a discussion of efforts to avoid tree loss, minimize the impact of unavoidable tree loss, and, if appropriate, plans to mitigate for unavoidable tree loss. The preservation plan will include a CAD drawing representing proposed tree impacts, and a mitigation plan if applicable. Hull will prepare an Application for Tree Service Permit, and in needed, a Hull representative will attend a meeting of the Shade Tree Commission to present the tree survey and preservation plan in support of a permit decision by the Commission.~~

**VII. Cultural Resources Investigation (no change)**

- a. Hull will team with a reputable archaeological services firm to complete Phase 1 cultural resources investigations of the proposed tank site.
- b. The Phase 1 will include records review of historic maps, atlases and other sources as well as onsite investigations including limited shovel testing.
- c. The findings of the investigation will be compiled in a report including necessary State Historic Preservation Office forms.

**VIII. Engineering Drawings (revised)**

Hull will create and submit construction drawings of the proposed improvements based on the Project Understanding above and utilizing the survey information in Item IV and possibly aerial imagery from OGRIP as basemapping. Construction drawings will be utilized for approval from Ohio EPA and used to seek approvals for use of rights-of-way, where needed. Construction drawings will also be utilized to solicit bids for the proposed work. It is intended to prepare one set of construction drawings for two (2) proposed water storage tanks to include the following:

- A. Title Sheet and General Notes
  - B. Overall Site Plan (existing and proposed): Plan will include existing and proposed features of the site including access drive, fencing, tank locations and any necessary site grading. ~~The site plan for the proposed access drive may be a separate plan for the city's use in soliciting bids for construction of the drive prior to the construction of the proposed tanks.~~
  - C. Erosion and Sediment Control Plan (ERC) – The proposed project will disturb over 1.0 acre and will require an Ohio EPA Construction Stormwater General Permit. Hull shall prepare the ERC utilizing the current ODNR Rainwater and Land Development manual and specifications. Hull will prepare the required Notice of Intent (NOI) application for the city. Following construction activities and a minimum of 75% establishment of vegetation and permanent erosion control, the city will be required to submit an Ohio EPA Notice of Termination (NOT).  
The ERC will detail Best Management Practices (BMP's) for construction stormwater management; however, will NOT include detailed calculations or designs to manage water quality and volume requirements.
  - D. ~~Tree Protection & Removal Plan: Plans will include a tree protection and removal plan based on the needs for construction of the tanks and findings of the tree survey and protection plan.~~
  - E. Tank Details: Plans will include ground storage tank details for the desired volume and height. Details will also include structural, foundation and tank accessories of those typical for the new tanks.
  - F. Electrical/Instrumentation Details: Plans will include applicable details for electrical and instrumentation work associated with the new tanks.
  - G. Miscellaneous Details: Plans will include other miscellaneous details including any city standard details as applicable for the project.
  - H. ~~Pressure Reducing Valve: Based on the information calculated in the hydraulic analysis, locations and details for pressure reducing valve vault(s) will be included.~~
  - I. Waterline Plan- Plans will include waterline plan and profile for improvements needed at the Mitchell site but also waterline improvements needed at the Pioneer site due to the reservoir ultimately being taken out of service.
- IX. **Project Manual (no change)**  
Hull will prepare a Project Manual for the project to be utilized for project solicitation of bids and construction that will include:
- A. General Conditions
  - B. Technical Specifications for associated work
  - C. Funding Agency Requirements for Contractor (as provided by agency)
- X. **Permitting (revised)**
- A. Hull will prepare the required Permit to Install (PTI) forms as required by Ohio EPA including a water supply data sheet and a project summary sheet for water storage tanks and waterline. Existing system information for the forms will be furnished by the city for inclusion by Hull in the forms.
  - B. Hull will prepare the required use of right-of-way permits for approval, if required.
  - C. The fees required by review agencies will be the responsibility of the city.
- XI. **Building Demolition Documents (no change)**
- A. Hull will prepare documents to delineate the scope of work associated with the pre-demolition environmental clearance and buildings/structures demolition activities at the prior waterworks facility site. The documents will be utilized to solicit competitive bids from bidders for this scope of work.
  - B. Hull will conduct a site visit to review current conditions and meet with city personnel to review site access and safety requirements for the overall facility. During the site visit, a

determination will be made as to the amount of concrete available for possible processing and reuse on site. The documents will include items for the recycling and salvaging of on-site materials.

- C. The documents will generally include information available to bidders and the associated drawings. Hull will use the pre-demolition asbestos survey provided by Others, along with any other pre-demolition surveys performed by Others to identify other environmental issues to be addressed as part of the pre-demolition activities. Hull will work with the city to devise a bid approach for items that may be present but are not identified and/or quantified by previous surveys.
- D. The drawings will be prepared using any available site information from the city and information gathered during the site visit.

Hull will provide the above services for a lump sum fee of \$365,500.00 (Three hundred, sixty-five thousand and five hundred dollars). The original Agreement and prior Addendums #1 and #2 totaled \$320,300.00 thus the above is an **increase of \$45,200.00 from the prior approved amount.**

*Previously approved Contract Amount = \$320,300.00*  
*Invoiced amount through 03/27/2020 = \$98,470.25*  
*Increase by this Addendum = \$45,000.00*  
**Updated remaining Contract Amount = \$266,829.75**

All permit fees are the responsibility of the owner and shall be paid by the owner directly to the agency requiring the fee.

**Exclusions from Scope of Work**

- Bid Document Preparation (beyond the Project Manual & Demolition Documents described above)
- Bidding Services
- Record Drawings
- Shop Drawing Review
- Construction Contract Administration
- Construction Inspections
- Construction Stakeout
- Any offsite utility extensions, studies, or evaluations; sanitary sewer or water mainline design or calculations beyond those described above
- Streetscape, site irrigation, structural or decorative walls or other landscaping hardscapes
- Color renderings, presentation graphics or signage permitting
- Building department coordination

All work will be performed in accordance with the Terms and Conditions as part of the original agreement. All other conditions of the original agreement remain in effect.

By the signing of this Addendum the undersigned takes full responsibility for the payment of the fee. This responsibility cannot be assigned to a third party without the written approval of Hull. The above fee is due and payable upon completion of the work and/or percent of completion on a monthly basis and is not contingent on real estate closings, transfer of property, or any other outside (third party) agreements.

Kindly sign and return one of the originals of the proposal to our office, and we will provide you with responsive action adding it to our current workload schedule immediately.

Sincerely,  
**HULL & ASSOCIATES**



Alan Brown, P.E., Senior Project Manager

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We accept, on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, the above Addendum for the updated scope of services and fee associated with the Site Change.

\_\_\_\_\_  
Signature

**ORDINANCE NO. 2020 - 64  
INTRODUCED BY COUNCIL**

**AN ORDINANCE AUTHORIZING THE PROPER CITY OFFICIAL TO PURCHASE A NEW 2021 FREIGHTLINER VACTOR TRUCK 114SB CHASSIS WITH A CUMMINS ENGINE AND ALLISON TRANSMISSION FROM JACK DOHENY COMPANY FOR THE WATER DIVISION THROUGH THE STATE OF OHIO COOPERATIVE PURCHASING PROGRAM.**

**WHEREAS**, the City staff has examined the current condition of the Water Division's heavy equipment and has determined that an existing hydro excavator has exceeded its useful life expectancy and must be replaced; and

**WHEREAS**, Capital monies were appropriated for equipment purchases within the FY 2020 City Budget.

**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 finance agreement for the purchase of a new 2021 Freightliner Vactor Truck 114SB Chassis with a Cummins engine and Allison transmission from Jack Doheny Company for the Water Division through the State of Ohio Cooperative Purchasing Program, Contract 800724.

**SECTION 2:** The cost for this new vactor truck is estimated to be \$365,000.00, and shall be paid from line item number 603-5470-54448.

**SECTION 3:** 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

**THIS LEGISLATION APPROVED  
AS TO FORM**

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

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

**ORDINANCE NO. 2020 - 65  
INTRODUCED BY COUNCIL**

**AN ORDINANCE AUTHORIZING THE PROPER CITY OFFICIAL TO PURCHASE A NEW 2020 FYDA FREIGHTLINER WESTERN STAR 4700SB DUMP TRUCK FROM FYDA FREIGHTLINER FOR THE STREET DIVISION THROUGH THE OHIO DEPARTMENT OF TRANSPORTATION COOPERATIVE PURCHASING PROGRAM.**

**WHEREAS**, the City staff has examined the current condition of the Street Division's heavy equipment and has determined that an existing dump truck with snow plow has exceeded its useful life expectancy and must be replaced; and

**WHEREAS**, Capital monies were appropriated for equipment purchases within the FY 2020 City Budget.

**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 the purchase of a new 2020 Fyda Freightliner Western Star 4700SB dump truck with snow plow from Fyda Freightliner for the Street Division through the Ohio Department of Transportation Cooperative Purchasing Program, Contract #023-20.

**SECTION 2:** The cost for this new dump truck is estimated to be \$147,217.00, and shall be paid from line item number 202-6541-54448.

**SECTION 3:** 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

**THIS LEGISLATION APPROVED  
AS TO FORM**

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

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

**Prepared for:**  
Bill Rosser  
OH City of Zanesville  
1084 Central Ave  
Zanesville, OH 43701  
Phone: 740-819-8937

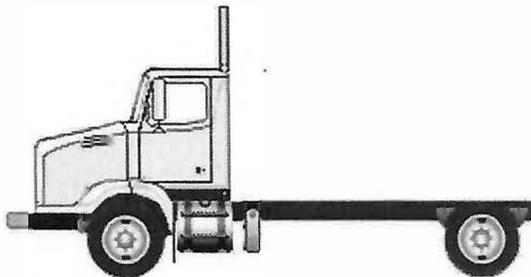


**Prepared by:**  
Dustin Schwartzenberger  
FYDA FREIGHTLINER  
WESTERN STAR ZANESVILLE  
5005 EAST PIKE  
ZANESVILLE, OH 43701  
Phone:

*Attachment to Ordinance 2020-65*  
*A proposal for*  
**OH City of Zanesville**  
ODOT CO-OP #023-20 State Bid  
*Prepared by*  
**FYDA FREIGHTLINER WESTERN STAR ZANESVILLE**  
*Dustin Schwartzenberger*

*Feb 13, 2020*

**Western Star 4700SB**



Components shown may not reflect all spec'd options and are not to scale

Application Version 11.2.200  
Data Version PRL-20T.003  
SNOW PLOW TRUCK SINGLE AXLE  
4700 2-19-2019



02/13/2020 3:29 PM

Page 1 of 19

Prepared for:  
 Bill Rosser  
 OH City of Zanesville  
 1084 Central Ave  
 Zanesville, OH 43701  
 Phone: 740-819-8937



Prepared by:  
 Dustin Schwartzenberger  
 FYDA FREIGHTLINER  
 WESTERN STAR ZANESVILLE  
 5005 EAST PIKE  
 ZANESVILLE, OH 43701  
 Phone:

Attachment to Ordinance 2020-65

## S P E C I F I C A T I O N P R O P O S A L

Data Code	Description	Weight Front	Weight Rear
<b>Price Level</b>			
PRL-20T	WESTERN STAR 4700 PRL-20T (EFF:04/30/19)		
<b>Data Version</b>			
DRL-003	SPECPRO21 DATA RELEASE VER 003		
<b>Vehicle Configuration</b>			
001-451	4700 SET-BACK FRONT AXLE CHASSIS	9,215	6,480
004-221	2021 MODEL YEAR SPECIFIED		
002-004	SET BACK AXLE - TRUCK		
019-004	STRAIGHT TRUCK PROVISION, NON-TOWING		
003-001	LH PRIMARY STEERING LOCATION		
<b>General Service</b>			
AA1-002	TRUCK CONFIGURATION		
AA6-001	DOMICILED, USA 50 STATES (INCLUDING CALIFORNIA AND CARB OPT-IN STATES)		
A85-011	CONSTRUCTION SERVICE		
A84-1GM	GOVERNMENT BUSINESS SEGMENT		
AA4-010	DIRT/SAND/ROCK COMMODITY		
AA5-002	TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS		
AB1-008	MAXIMUM 8% EXPECTED GRADE		
AB5-001	SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE		
995-1A5	WESTERN STAR VOCATIONAL WARRANTY		
A66-99D	EXPECTED FRONT AXLE(S) LOAD : 14700.0 lbs		
A68-99D	EXPECTED REAR DRIVE AXLE(S) LOAD : 23000.0 lbs		
A63-99D	EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 37700.0 lbs		
<b>Truck Service</b>			
AA3-018	FRONT PLOW/END DUMP BODY		

Application Version 11.2.200  
 Data Version PRL-20T.003  
 SNOW PLOW TRUCK SINGLE AXLE  
 4700 2-19-2019



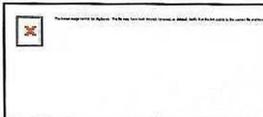
02/13/2020 3:29 PM

Prepared for:  
 Bill Rosser  
 OH City of Zanesville  
 1084 Central Ave  
 Zanesville, OH 43701  
 Phone: 740-819-8937



Prepared by:  
 Dustin Schwartzenberger  
 FYDA FREIGHTLINER  
 WESTERN STAR ZANESVILLE  
 5005 EAST PIKE  
 ZANESVILLE, OH 43701  
 Phone:

Data Code	Description	Weight Front	Weight Rear
<b>Engine</b>			
101-22R	CUM L9 330 HP @ 2000 RPM, 2200 GOV RPM, 1000 LB/FT @ 1400 RPM	-850	-70
<b>Electronic Parameters</b>			
79A-075	75 MPH ROAD SPEED LIMIT		
79B-000	CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT		
79K-002	PTO MODE ENGINE RPM LIMIT - 700 RPM		
79L-001	PTO MODE THROTTLE OVERRIDE - LIMIT TO 800 RPM		
79M-001	PTO MODE BRAKE OVERRIDE - SERVICE BRAKE APPLIED		
79P-002	PTO RPM WITH CRUISE SET SWITCH - 700 RPM		
79Q-002	PTO RPM WITH CRUISE RESUME SWITCH - 700 RPM		
79S-008	PTO MODE CANCEL VEHICLE SPEED - 25 MPH		
79U-007	PTO GOVERNOR RAMP RATE - 250 RPM PER SECOND		
79V-001	FUEL DOSING OF AFTERTREATMENT ENABLED IN PTO MODE-CLEANS HYDROCARBONS AT HIGH TEMPERATURES ONLY		
80G-002	PTO MINIMUM RPM - 700		
80J-002	REGEN INHIBIT SPEED THRESHOLD - 5 MPH		
<b>Engine Equipment</b>			
99C-017	2016-2019 ONBOARD DIAGNOSTICS/2010 EPA/CARB/FINAL GHG17 CONFIGURATION		
99D-011	2008 CARB EMISSION CERTIFICATION - CLEAN IDLE (INCLUDES 6X4 INCH LABEL ON LOWER FORWARD CORNER OF DRIVER DOOR)		
13E-001	STANDARD OIL PAN		
105-001	ENGINE MOUNTED OIL CHECK AND FILL		
133-004	ONE PIECE VALVE COVER		
014-108	SIDE OF HOOD AIR INTAKE WITH FIREWALL MOUNTED DONALDSON AIR CLEANER WITH Safety ELEMENT AND INSIDE/OUTSIDE AIR WITH SNOW DOOR	10	
124-1D7	DR 12V 160 AMP 28-SI QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE		
292-216	(3) DTNA GENUINE, AGM STARTING AND CYCLING, MIN 2190CCA, 570RC, THREADED STUD BATTERIES		



Attachment to Ordinance No. 2020-65

Prepared for:  
 Bill Rosser  
 OH City of Zanesville  
 1084 Central Ave  
 Zanesville, OH 43701  
 Phone: 740-819-8937



Prepared by:  
 Dustin Schwartzenberger  
 FYDA FREIGHTLINER  
 WESTERN STAR ZANESVILLE  
 5005 EAST PIKE  
 ZANESVILLE, OH 43701  
 Phone:

Data Code	Description	Weight Front	Weight Rear
290-1AC	PASSENGER SEAT BATTERY BOX VENTED TO OUTSIDE OF CAB		
282-013	BATTERY BOX MOUNTED UNDER PASSENGER SEAT		
291-017	WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN		
289-006	PLASTIC BATTERY BOX COVER		
293-072	POSITIVE LOAD DISCONNECT WITH DASH MOUNTED CONTROL SWITCH	8	
306-019	LOW VOLTAGE BATTERY DISCONNECT AT 12.3 VOLTS FOR ISOLATED CIRCUITS WITH LOCAL ALARM		
107-032	CUMMINS TURBOCHARGED 18.7 CFM AIR COMPRESSOR WITH INTERNAL Safety VALVE		
131-013	AIR COMPRESSOR DISCHARGE LINE		
152-041	ELECTRONIC ENGINE INTEGRAL SHUTDOWN PROTECTION SYSTEM		
128-076	CUMMINS EXHAUST BRAKE INTEGRAL WITH VARIABLE GEOMETRY TURBO WITH ON/OFF DASH SWITCH	20	
016-1C2	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE		
28F-002	ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD REGENERATION AND DASH MOUNTED REGENERATION REQUEST SWITCH		
239-026	10 FOOT 06 INCH (126 INCH+0/-5.9 INCH) EXHAUST SYSTEM HEIGHT		
237-1CR	RH CURVED VERTICAL TAILPIPE B-PILLAR MOUNTED ROUTED FROM STEP		
23U-001	6 GALLON DIESEL EXHAUST FLUID TANK		
30N-003	100 PERCENT DIESEL EXHAUST FLUID FILL		
23Y-001	STANDARD DIESEL EXHAUST FLUID PUMP MOUNTING		
43X-002	LH MEDIUM DUTY STANDARD DIESEL EXHAUST FLUID TANK LOCATION		
242-001	STAINLESS STEEL AFTERTREATMENT DEVICE/MUFFLER/TAILOPIPE SHIELD		
273-018	HORTON DRIVEMASTER ADVANTAGE ON/OFF FAN DRIVE		
276-001	AUTOMATIC FAN CONTROL WITHOUT DASH SWITCH, NON ENGINE MOUNTED		
110-003	CUMMINS SPIN ON FUEL FILTER		



Prepared for:  
 Bill Rosser  
 OH City of Zanesville  
 1084 Central Ave  
 Zanesville, OH 43701  
 Phone: 740-819-8937



Prepared by:  
 Dustin Schwartzenberger  
 FYDA FREIGHTLINER  
 WESTERN STAR ZANESVILLE  
 5005 EAST PIKE  
 ZANESVILLE, OH 43701  
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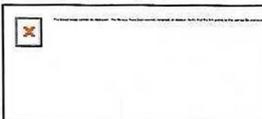
Data Code	Description	Weight Front	Weight Rear
118-008	COMBINATION FULL FLOW/BYPASS OIL FILTER		
266-017	1300 SQUARE INCH ALUMINUM RADIATOR	-20	
267-006	MOUNTING FOR FIREWALL MOUNTED SURGE TANK		
103-039	ANTIFREEZE TO -34F, OAT (NITRITE AND SILICATE FREE) EXTENDED LIFE COOLANT		
171-007	GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT		
172-001	CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES		
270-016	RADIATOR DRAIN VALVE		
168-002	LOWER RADIATOR GUARD		
138-011	PHILLIPS-TEMRO 1000 WATT/115 VOLT BLOCK HEATER	4	
166-998	NO OIL PREHEATER		
140-022	CHROME ENGINE HEATER RECEPTACLE MOUNTED UNDER LH DOOR		
134-001	ALUMINUM FLYWHEEL HOUSING		
132-004	ELECTRIC GRID AIR INTAKE WARMER		
155-055	DELCO 12V 39MT HD/OCP STARTER WITH THERMAL PROTECTION AND INTEGRATED MAGNETIC SWITCH	-35	

**Transmission**

342-582	ALLISON 3000 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION	-110	-35
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**Transmission Equipment**

343-339	ALLISON VOCATIONAL PACKAGE 223 - AVAILABLE ON 3000/4000 PRODUCT FAMILIES WITH VOCATIONAL MODELS RDS, HS, MH AND TRV		
84B-002	ALLISON VOCATIONAL RATING FOR CONCRETE MIXER APPLICATIONS ONLY AVAILABLE WITH 3000 PRODUCT FAMILIES		
84C-023	PRIMARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY		
84D-023	SECONDARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY		
84E-013	S1 PERFORMANCE PRIMARY SHIFT SCHEDULE, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY		



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Data Code	Description	Weight Front	Weight Rear
84F-013	S2 PERFORMANCE 2 SECONDARY SHIFT SCHEDULE, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY		
84G-009	1800 RPM PRIMARY MODE SHIFT SPEED		
84H-009	1800 RPM SECONDARY MODE SHIFT SPEED		
84N-200	FUEL SENSE 2.0 DISABLED - PERFORMANCE - TABLE BASED		
85H-159	MAXIMUM OUTPUT SPEED FOR PTO OPERATION 4000 RPM - ALLISON 5TH GEN TRANSMISSIONS		
85P-998	NO REAR PTO TRANSMISSION RANGE		
34C-011	ELECTRONIC TRANSMISSION WIRING TO CUSTOMER INTERFACE CONNECTOR		
362-823	CUSTOMER INSTALLED CHELSEA 280 SERIES PTO		
363-001	PTO MOUNTING, LH SIDE OF MAIN TRANSMISSION		
341-018	MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN		
345-003	PUSH BUTTON ELECTRONIC SHIFT CONTROL, DASH MOUNTED		
97G-004	TRANSMISSION PROGNOSTICS - ENABLED 2013		
370-015	WATER TO OIL TRANSMISSION COOLER, IN RADIATOR END TANK		
346-003	TRANSMISSION OIL CHECK AND FILL WITH ELECTRONIC OIL LEVEL CHECK		
35T-001	SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT)		

**Front Axle and Equipment**

400-1A8	DETROIT DA-F-14.7-3 14,700# FF1 71.5 KPI/3.74 DROP SINGLE FRONT AXLE	-190	
402-049	MERITOR 16.5X5 Q+ CAST SPIDER CAM FRONT BRAKES, DOUBLE ANCHOR, FABRICATED SHOES	-10	
403-002	NON-ASBESTOS FRONT BRAKE LINING		
419-023	CONMET CAST IRON FRONT BRAKE DRUMS		
409-006	FRONT OIL SEALS		
408-001	VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL		
416-022	STANDARD SPINDLE NUTS FOR ALL AXLES		
405-016	MERITOR 5.5 INCH HANDED AUTOMATIC FRONT SLACK ADJUSTERS		



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Data Code	Description	Weight Front	Weight Rear
406-001	STANDARD KING PIN BUSHINGS		
536-012	TRW TAS-85 POWER STEERING		
539-003	POWER STEERING PUMP		
534-003	4 QUART POWER STEERING RESERVOIR	5	
533-001	OIL/AIR POWER STEERING COOLER	5	
40T-003	SYNTHETIC 50W FRONT AXLE LUBE		

**Front Suspension**

620-004	16,000# FLAT LEAF FRONT SUSPENSION		
619-004	GRAPHITE BRONZE BUSHINGS WITH SEALS - FRONT SUSPENSION		
410-001	FRONT SHOCK ABSORBERS		

**Rear Axle and Equipment**

420-051	RS-23-160 23,000# R-SERIES SINGLE REAR AXLE		-2,260
421-563	5.63 REAR AXLE RATIO		
424-001	IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING		
386-073	MXL 17T MERITOR EXTENDED LUBE MAIN DRIVELINE WITH HALF ROUND YOKES	-60	-60
452-001	DRIVER CONTROLLED TRACTION DIFFERENTIAL - SINGLE REAR AXLE		20
878-018	(1) DRIVER CONTROLLED DIFFERENTIAL LOCK REAR VALVE FOR SINGLE DRIVE AXLE		
87B-008	INDICATOR LIGHT FOR EACH DRIVER CONTROLLED TRACTION DEVICE SWITCH		
423-033	MERITOR 16.5X7 Q+ CAST SPIDER HEAVY DUTY CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES		
433-002	NON-ASBESTOS REAR BRAKE LINING		
434-012	BRAKE CAMS AND CHAMBERS ON REAR SIDE OF DRIVE AXLE(S)		
451-023	CONMET CAST IRON REAR BRAKE DRUMS		
425-002	REAR BRAKE DUST SHIELDS		5
440-006	REAR OIL SEALS		
426-100	WABCO TRISTOP D LONGSTROKE 1-DRIVE AXLE SPRING PARKING CHAMBERS		-20
428-002	MERITOR AUTOMATIC REAR SLACK ADJUSTERS		
41T-002	SYNTHETIC 75W-90 REAR AXLE LUBE		

**Rear Suspension**



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Data Code	Description	Weight Front	Weight Rear
622-1DF	30,000# FLAT LEAF SPRING REAR SUSPENSION WITH HELPER AND RADIUS ROD		150
621-001	SPRING SUSPENSION - NO AXLE SPACERS		
431-001	STANDARD AXLE SEATS IN AXLE CLAMP GROUP		
623-005	FORE/AFT CONTROL RODS		
<b>Brake System</b>			
490-101	WABCO 4S/4M ABS WITH TRACTION CONTROL, WITH ATC OFF-ROAD SWITCH		
871-001	REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES		
904-001	FIBER BRAID PARKING BRAKE HOSE		
412-001	STANDARD BRAKE SYSTEM VALVES		
432-003	RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE		
480-088	WABCO SYSTEM SAVER HP WITH INTEGRAL AIR GOVERNOR AND HEATER		
483-004	WABCO OIL COALESCING FILTER FOR AIR DRYER		
479-003	AIR DRYER MOUNTED INBOARD ON LH RAIL		
460-058	STEEL AIR TANKS MOUNTED AFT INSIDE AND/OR BELOW FRAME JUST FORWARD OF REAR SUSPENSION		
477-001	PULL CABLE ON WET TANK, PETCOCK DRAIN VALVES ON ALL OTHER AIR TANKS		
<b>Trailer Connections</b>			
1AZ-998	NO TRAILER RECEPTACLE BRACKET		
<b>Wheelbase &amp; Frame</b>			
545-390	3900MM (154 INCH) WHEELBASE		
546-101	11/32X3-1/2X10-15/16 INCH STEEL FRAME (8.73MMX277.8MM/0.344X10.94 INCH) 120KSI		
547-034	PARTIAL INNER FRAME REINFORCEMENT AT FRONT SUSPENSION	195	-5
548-803	BODY COMPANY INSTALLED ADDITIONAL FRONT FRAME REINFORCEMENT FOR SNOW PLOW		
552-010	1000MM (39 INCH) REAR FRAME OVERHANG		
55W-003	FRAME OVERHANG RANGE: 31 INCH TO 40 INCH	20	-120
549-002	24 INCH INTEGRAL FRONT FRAME EXTENSION	122	-10
AC8-99D	CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 90.24 in		



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Data Code	Description	Weight Front	Weight Rear
AE8-99D	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 87.24 in		
AE4-99D	CALC'D FRAME LENGTH - OVERALL : 262.55		
ZF1-99D	FRAME HEIGHT TOP FRONT UNLADEN : 42.43 in		
ZF2-99D	FRAME HEIGHT TOP FRONT LADEN : 39.6 in		
ZF3-99D	FRAME HEIGHT TOP REAR UNLADEN : 41.84 in		
ZF4-99D	FRAME HEIGHT TOP REAR LADEN : 39.23 in		
FSS-0LH	CALCULATED FRAME SPACE LH SIDE : 50.05 in		
FSS-0RH	CALCULATED FRAME SPACE RH SIDE : 164.23 in		
AM6-99D	CALC'D SPACE AVAILABLE FOR DECKPLATE : 90.69 in		
553-001	SQUARE END OF FRAME		
559-001	STANDARD WEIGHT ENGINE CROSSMEMBER		
561-001	STANDARD CROSSMEMBER BACK OF TRANSMISSION		
562-001	STANDARD MIDSHIP #1 CROSSMEMBER(S)		
572-001	STANDARD REARMOST CROSSMEMBER		
565-002	HEAVY DUTY SUSPENSION CROSSMEMBER		
568-001	STANDARD WEIGHT REAR SUSPENSION CROSSMEMBER		
<b>Chassis Equipment</b>			
556-1E5	14 INCH PAINTED STEEL BUMPER		
574-001	BUMPER MOUNTING FOR SINGLE LICENSE PLATE		
586-015	FRONT ANTI-SPRAY CAB MOUNTED MUDFLAPS		
551-007	GRADE 8 THREADED HEX HEADED FRAME FASTENERS		
44Z-002	EXTERIOR HARNESES WRAPPED IN ABRASION TAPE		
<b>Fuel Tanks</b>			
204-151	60 GALLON/227 LITER ALUMINUM FUEL TANK - LH		
218-006	25 INCH DIAMETER FUEL TANK(S)		
215-006	POLISHING OF FUEL/HYDRAULIC TANK(S) WITH POLISHED STAINLESS STEEL BANDS		
212-007	FUEL TANK(S) FORWARD		
664-002	POLISHED STEP FINISH		
205-002	CHROME FUEL TANK CAP(S)		
122-1H8	DAVCO 245 FUEL/WATER SEPARATOR WITH 12 VOLT HEAT AND WATER IN FUEL SENSOR	20	



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Data Code	Description	Weight Front	Weight Rear
216-020	EQUIFLO INBOARD FUEL SYSTEM		
202-016	HIGH TEMPERATURE REINFORCED NYLON FUEL LINE		
221-998	NO FUEL COOLER		
<b>Tires</b>			
093-2DV	CONTINENTAL HSC1 12R22.5 16 PLY RADIAL FRONT TIRES	50	
094-1YV	CONTINENTAL HDC3 11R22.5 16 PLY RADIAL REAR TIRES		96
<b>Hubs</b>			
418-060	CONMET PRESET PLUS PREMIUM IRON FRONT HUBS		
450-060	CONMET PRESET PLUS PREMIUM IRON REAR HUBS		
<b>Wheels</b>			
502-356	ALCOA ULTRA ONE 89U64X 22.5X9.00 10-HUB PILOT 5.99 INSET ALUMINUM FRONT WHEELS	-28	
505-1EF	ALCOA LVL ONE 88367X 22.5X8.25 10-HUB PILOT ALUMINUM DISC REAR WHEELS		-100
50T-998	NO FRONT AXLE WHEEL/HUB COVER		
496-011	FRONT WHEEL MOUNTING NUTS		
497-011	REAR WHEEL MOUNTING NUTS		
<b>Cab Exterior</b>			
829-1A8	110 INCH BBC STEEL CONVENTIONAL CAB		
82A-023	WESTERN STAR PAINTED ALUMINUM CAB SKIRT		
650-044	AIR CAB MOUNTS WITH CHECK VALVE		
705-056	STAINLESS STEEL SILL PLATES WITH RACEWAY	5	
648-002	NONREMOVABLE BUGSCREEN MOUNTED BEHIND GRILLE		
667-001	FRONT FENDERS		
754-001	2 INCH FENDER EXTENSIONS	5	
678-034	LH AND RH EXTERIOR GRAB HANDLES WITH RUBBER INSERTS AND RH INTERIOR GRAB HANDLE MOUNTED TO A POST		
646-008	STATIONARY BRIGHT FINISH GRILLE		
65X-003	CHROME HOOD MOUNTED AIR INTAKE GRILLE		
640-008	GALVANEALD STEEL SEVERE SERVICE CAB		
644-004	FIBERGLASS HOOD		



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Data Code	Description	Weight Front	Weight Rear
727-096	DUAL ROUND AIR HORNS, SINGLE BASE, MOUNTED UNDER CAB		
726-001	SINGLE ELECTRIC HORN		
657-1CC	ALL UNIT(S) KEYED ALIKE WITH CUSTOMER SPECIFIED KEY NUMBER D420		
575-001	REAR LICENSE PLATE MOUNT END OF FRAME		
312-031	SINGLE RECTANGULAR H4 HALOGEN HEADLIGHTS WITH BRIGHT BEZELS		
302-001	(5) AMBER MARKER LIGHTS		
314-824	WIRING AND SWITCH FOR CUSTOMER FURNISHED SNOW PLOW LAMPS WITH DUAL CONNECTIONS AT BUMPER		
294-001	INTEGRAL STOP/TAIL/BACKUP LIGHTS		
300-015	STANDARD FRONT TURN SIGNAL LAMPS		
744-009	DUAL WEST COAST STAINLESS STEEL HEATED MIRRORS WITH LIGHTS		
797-001	DOOR MOUNTED MIRRORS		
796-001	102 INCH EQUIPMENT WIDTH		
743-1AA	LH AND RH SUREPLUS 574 8 INCH BRIGHT FINISH HEATED CONVEX MIRRORS WITH SEPARATE ADJUSTMENT, MOUNTED BELOW MIRROR		
74A-001	RH DOWN VIEW MIRROR		
729-001	STANDARD SIDE/REAR REFLECTORS		
677-055	RH AFTERTREATMENT SYSTEM CAB ACCESS WITH POLISHED DIAMOND PLATE COVER		
768-046	17.5X35 INCH TINTED REAR WINDOW		
661-006	TINTED DOOR GLASS		
654-006	RH ELECTRIC AND LH MANUAL WINDOWS	2	
663-002	2-PIECE TINTED CURVED GASKET MOUNTED WINDSHIELD		
659-026	2 GALLON WINDSHIELD WASHER RESERVOIR WITH FLUID LEVEL INDICATOR, MOUNTED UNDER CAB, WITH REMOTE FILL		

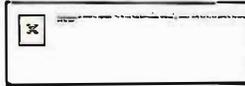
### Cab Interior

707-1D4	SMOKY MOUNTAIN GRAY VINYL PREMIUM INTERIOR		
70K-005	BLACK HARD TRIM		
706-049	BASE LEFT HAND DOOR TRIM		
708-049	BASE RIGHT HAND DOOR TRIM		
772-007	BLACK MATS WITH DOUBLE INSULATION		



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Data Code	Description	Weight Front	Weight Rear
785-007	DASH MOUNTED ASH TRAY AND LIGHTER, DRIVER SIDE		
691-001	FORWARD ROOF MOUNTED CONSOLE		
693-025	LH AND RH DOOR MAP POCKETS		
741-015	(2) COAT HOOKS ON BACKWALL OF CAB		
742-032	(1) DOUBLE CUP HOLDER WITH CELL PHONE HOLDER LH OR RH DASH		
680-034	TWO-TONE CHARCOAL UPPER/COOL GRAY LOWER SOFT TOUCH WING DASH WITH BLACK DRIVER SIDE COSMETIC UNDER DASH COVER		
700-023	HEATER, DEFROSTER AND AIR CONDITIONER WITH CONSTANT TEMPERATURE CONTROL AND COSMETIC COVER		
701-016	HVAC DUCTING WITH FOAM MAIN FRESH AIR FILTER		
703-005	MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH		
170-015	STANDARD HEATER PLUMBING		
130-041	VALEO HEAVY DUTY A/C REFRIGERANT COMPRESSOR		
698-001	RADIATOR MOUNTED AIR CONDITIONER CONDENSER		
702-002	BINARY CONTROL, R-134A		
739-001	CAB INSULATION		
285-033	AUTOMATIC SELF-RESET CIRCUIT BREAKERS/FUSES IN DASH POWER DISTRIBUTION BOXES AND FUSES IN AUXILIARY POWER DISTRIBUTION BOXES		
324-075	DOOR ACTIVATED DOME LIGHT, UNDER DASH LIGHT AND LH AND RH DOOR MOUNTED COURTESY LIGHTS		
655-001	CAB DOOR LATCHES WITH MANUAL DOOR LOCKS		
756-1DD	BASIC HIGH BACK AIR SUSPENSION DRIVER SEAT WITH 1 CHAMBER AIR LUMBAR, INTEGRATED CUSHION EXTENSION AND REAR CUSHION TILT		
760-294	BATTERY BOX MID BACK NON SUSPENSION PASSENGER SEAT		
759-007	DUAL DRIVER SEAT ARMRESTS, NO PASSENGER SEAT ARMRESTS	4	
758-039	MORDURA CLOTH DRIVER SEAT		
761-039	MORDURA CLOTH PASSENGER SEAT		
763-003	3 POINT DRIVER AND PASSENGER SEAT BELT RETRACTORS		



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Data Code	Description	Weight Front	Weight Rear
532-002	ADJUSTABLE TILT AND TELESCOPING STEERING COLUMN		
540-045	4-SPOKE 18 INCH (450MM) LEATHER WRAPPED STEERING WHEEL WITH SWITCHES		
765-002	DRIVER AND PASSENGER INTERIOR SUN VISORS		

**Instruments & Controls**

185-002	NON-ADJUSTABLE SUSPENDED PEDALS		
106-002	ELECTRONIC FOOT ACCELERATOR		
870-002	BRIGHT ARGENT FINISH GAUGE BEZELS		
732-018	ROYAL ROSEWOOD MATTE FINISH DRIVER INSTRUMENT PANEL		
734-017	ROSEWOOD VINYL MATTE FINISH CENTER INSTRUMENT PANEL INSERT		
486-001	LOW AIR PRESSURE INDICATOR LIGHT AND AUDIBLE ALARM		
840-002	2 INCH PRIMARY AND SECONDARY AIR PRESSURE GAUGES		
198-002	INTAKE MOUNTED AIR RESTRICTION INDICATOR WITH GRADUATIONS		
721-021	87 DB TO 112 DB SELF-ADJUSTING BACKUP ALARM		3
149-015	ELECTRONIC CRUISE CONTROL WITH CONTROLS ON STEERING WHEEL SPOKES		
156-007	KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY		
811-041	ICU4ME DRIVER MESSAGE CENTER WITH GRAPHICAL DISPLAY, BLACK FACE GAUGES, DIAGNOSTICS AND DATA LINKED		
160-038	HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR LOCATED BELOW LH DASH		
844-001	2 INCH ELECTRIC FUEL GAUGE		
148-003	PROGRAMMABLE RPM CONTROL - ELECTRONIC ENGINE		
44Y-001	CUSTOMER INTERFACE CONNECTOR LOCATED BETWEEN SEATS WITH CAPS		
856-001	ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE		
864-001	2 INCH TRANSMISSION OIL TEMPERATURE GAUGE		



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Data Code	Description	Weight Front	Weight Rear
867-004	ELECTRONIC OUTSIDE TEMPERATURE SENSOR DISPLAY IN DRIVER MESSAGE CENTER		
372-063	(1) DASH MOUNTED PTO SWITCH WITH INDICATOR LAMP FOR CUSTOMER INSTALLED PTO	10	
852-002	ELECTRIC ENGINE OIL PRESSURE GAUGE		
746-115	AM/FM/WB WORLD TUNER RADIO WITH BLUETOOTH AND USB AND AUXILIARY INPUTS, J1939	10	
747-002	ROOF/OVERHEAD CONSOLE MOUNTED RADIO		
750-004	(4) RADIO SPEAKERS IN CAB		
753-021	AM/FM ANTENNA MOUNTED ON LH FRONT A-PILLAR	2	
748-026	POWER AND GROUND WIRING FOR CB RADIO IN OVERHEAD CONSOLE		
749-001	ROOF/OVERHEAD CONSOLE CB RADIO PROVISION		
752-017	MULTI-BAND AM/FM/WB/CB LH MIRROR MOUNTED ANTENNA SYSTEM		
810-042	ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITH ODOMETER		
817-008	STANDARD VEHICLE SPEED SENSOR WITH ADDITIONAL SIGNAL FOR CUSTOMER USE LOCATED BETWEEN DRIVER AND PASSENGER SEATS		
812-001	ELECTRONIC 3000 RPM TACHOMETER		
813-998	NO VEHICLE PERFORMANCE MONITOR	-5	
162-002	IGNITION SWITCH CONTROLLED ENGINE STOP		
836-015	DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY		
660-008	SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY		
304-059	CAB/TRAILER MARKER LIGHT SWITCH WITH SEPARATE HEADLIGHT SWITCH WITH HDLP/MRKR INTERRUPT SWITCH ON STEERING WHEEL & DASH SW FOR CUSTOMER FURNISHED SNOWPLOW LTS		
882-018	ONE VALVE PARKING BRAKE SYSTEM WITH DASH VALVE CONTROL AUTONEUTRAL AND WARNING INDICATOR		
299-039	SELF CANCELING TURN SIGNAL SWITCH, HEADLAMP HIGH/LOW AND FLASH, WASHWIPE/INTERMITTENT		
298-036	PACIFIC INSIGHT ELECTRONIC FLASHER		



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Data Code	Description	Weight Front	Weight Rear
<b>Design</b>			
065-000	PAINT: ONE SOLID COLOR		
<b>Color</b>			
980-5F6	CAB COLOR A: L0006EY WHITE ELITE EY		
96J-001	CAB INTERIOR PAINTED SAME AS CAB COLOR		
986-020	BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT		
964-993	BUMPER PAINTED SAME AS CHASSIS		
<b>Certification / Compliance</b>			
996-001	U.S. FMVSS CERTIFICATION, EXCEPT SALES CABS AND GLIDER KITS		
<b>Secondary Factory Options</b>			
95M-998	NO CUSTOMER FURNISHED MATERIAL SPECIFIED		
999-014	DEALER HAS BEEN ADVISED OF AND ACCEPTED RESPONSIBILITY FOR MODIFICATIONS DUE TO POSSIBLE PTO/CHASSIS INTERFERENCE		
<b>Raw Performance Data</b>			
AE4-99D	CALC'D FRAME LENGTH - OVERALL : 262.55		
AE8-99D	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 87.24 in		
AM6-99D	CALC'D SPACE AVAILABLE FOR DECKPLATE : 90.69 in		

**TOTAL VEHICLE SUMMARY**

**Weight Summary**

	Weight Front	Weight Rear	Total Weight
Factory Weight <sup>†</sup>	8404 lbs	4074 lbs	12478 lbs
<b>Total Weight<sup>†</sup></b>	<b>8404 lbs</b>	<b>4074 lbs</b>	<b>12478 lbs</b>



Attachment to Ordinance No. 2020-65

**Prepared for:**  
Bill Rosser  
OH City of Zanesville  
1084 Central Ave  
Zanesville, OH 43701  
Phone: 740-819-8937



**Prepared by:**  
Dustin Schwartzenberger  
FYDA FREIGHTLINER  
WESTERN STAR ZANESVILLE  
5005 EAST PIKE  
ZANESVILLE, OH 43701  
Phone:

(+) Weights shown are estimates only.

If weight is critical, contact Customer Application Engineering.

(\*\*\*) All cost increases for major components (Engines, Transmissions, Axles, Front and Rear Tires) and government mandated requirements, tariffs, and raw material surcharges will be passed through and added to factory invoices.

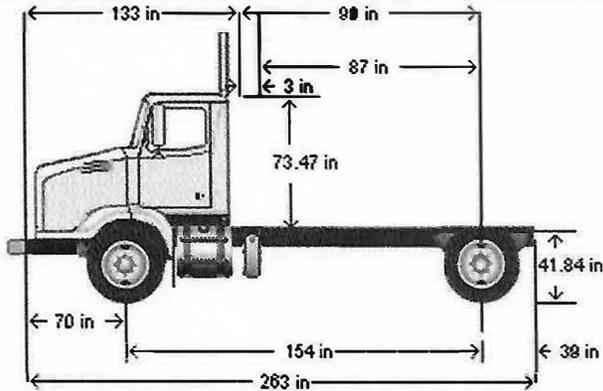


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 Dustin Schwartzenberger  
 FYDA FREIGHTLINER  
 WESTERN STAR ZANESVILLE  
 5005 EAST PIKE  
 ZANESVILLE, OH 43701  
 Phone:

**D I M E N S I O N S**



**VEHICLE SPECIFICATIONS SUMMARY - DIMENSIONS**

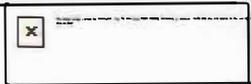
Model.....	4700SB
Wheelbase (545) .....	3900MM (154 INCH) WHEELBASE
Rear Frame Overhang (552).....	1000MM (39 INCH) REAR FRAME OVERHANG
Fifth Wheel (578) .....	NO FIFTH WHEEL
Mounting Location (577).....	NO FIFTH WHEEL LOCATION
Maximum Forward Position (in).....	0
Maximum Rearward Position (in) .....	0
Amount of Slide Travel (in).....	0
Slide Increment (in).....	0
Desired Slide Position (in).....	0.0
Cab Size (829).....	110 INCH BBC STEEL CONVENTIONAL CAB
Sleeper (682) .....	NO SLEEPER BOX/SLEEPERCAB
Exhaust System (016).....	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE

**TABLE SUMMARY - DIMENSIONS**



Attachment to Ordinance No. 2020-65

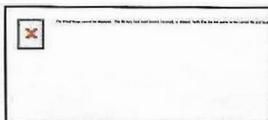
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Dimensions	Inches
Bumper to Back of Cab (BBC)	133.2
Bumper to Centerline of Front Axle (BA)	69.9
Min. Cab to Body Clearance (CB)	3.0
Back of Cab to Centerline of Rear Axle(s) (CA)	90.2
Effective Back of Cab to Centerline of Rear Axle(s) (Effective CA)	87.2
Back of Cab Protrusions (Exhaust/Intake) (CP)	2.0
Back of Cab Protrusions (Side Extenders/Trim Tab) (CP)	0.0
Back of Cab Protrusions (CNG Tank)	0.0
Back of Cab Clearance (CL)	3.0
Back of Cab to End of Frame	129.6
Cab Height (CH)	73.5
Wheelbase (WB)	153.5
Frame Overhang (OH)	39.4
Overall Length (OAL)	262.9
Rear Axle Spacing	0.0
Unladen Frame Height at Centerline of Rear Axle	41.8

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.



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 OH City of Zanesville  
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 WESTERN STAR ZANESVILLE  
 5005 EAST PIKE  
 ZANESVILLE, OH 43701  
 Phone:

**Q U O T A T I O N**

**4700 SET-BACK FRONT AXLE CHASSIS**

SET BACK AXLE - TRUCK  
 CUM L9 330 HP @ 2000 RPM, 2200 GOV RPM, 1000  
 LB/FT @ 1400 RPM  
 ALLISON 3000 RDS AUTOMATIC TRANSMISSION WITH  
 PTO PROVISION  
 RS-23-160 23,000# R-SERIES SINGLE REAR AXLE  
 30,000# FLAT LEAF SPRING REAR SUSPENSION WITH  
 HELPER AND RADIUS ROD  
 DETROIT DA-F-14.7-3 14,700# FF1 71.5 KPI/3.74 DROP  
 SINGLE FRONT AXLE  
 16,000# FLAT LEAF FRONT SUSPENSION

110 INCH BBC STEEL CONVENTIONAL CAB  
 3900MM (154 INCH) WHEELBASE  
 11/32X3-1/2X10-15/16 INCH STEEL FRAME  
 (8.73MMX277.8MM/0.344X10.94 INCH) 120KSI  
 1000MM (39 INCH) REAR FRAME OVERHANG  
 PARTIAL INNER FRAME REINFORCEMENT AT FRONT  
 SUSPENSION  
 BODY COMPANY INSTALLED ADDITIONAL FRONT  
 FRAME REINFORCEMENT FOR SNOW PLOW

		PER UNIT	TOTAL
VEHICLE PRICE	TOTAL # OF UNITS (1)	\$ 84,763	\$ 84,763
EXTENDED WARRANTY		\$ 0	\$ 0
DEALER INSTALLED OPTIONS		\$ 0	\$ 0
<b>CUSTOMER PRICE BEFORE TAX</b>		<b>\$ 84,763</b>	<b>\$ 84,763</b>

<b>TAXES AND FEES</b>			
TAXES AND FEES		\$ 0	\$ 0
OTHER CHARGES		\$ 0	\$ 0

<b>TRADE-IN</b>			
TRADE-IN ALLOWANCE		\$ (0)	\$ (0)

<b>BALANCE DUE</b>	<b>(LOCAL CURRENCY)</b>	<b>\$ 84,763</b>	<b>\$ 84,763</b>
--------------------	-------------------------	------------------	------------------

COMMENTS: Projected delivery on \_\_\_ / \_\_\_ / \_\_\_ provided the order is received before \_\_\_ / \_\_\_ / \_\_\_.  
 APPROVAL: Please indicate your acceptance of this quotation by signing below: Customer:  
 X \_\_\_\_\_ Date: \_\_\_ / \_\_\_ / \_\_\_.

**Daimler Truck Financial**  
 Financing that works for you.

See your local dealer for a competitive quote from Daimler Truck Financial, or contact us at [Information@dtfoffers.com](mailto:Information@dtfoffers.com).  
 Daimler Truck Financial offers a variety of finance, lease and insurance solutions to fit your business needs. For more information about our products and services, visit our website at [www.daimler-truckfinancial.com](http://www.daimler-truckfinancial.com).





1130 Newark Road

P.O. Box 2605

Zanesville, Ohio 43702-2605

888-799-6220

740-453-0551

FAX 740-453-7023

Quote: February 21, 2020

Order:

Salesman: Kyle Fleck

Name: Fyda Freightliner Western Star Zanesville

Address: 5005 East Pike, Zanesville, OH 43701

CITY OF ZANESVILLE

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Chassis Information:	Year:	Make:	Model:	Color:	C/A:
	2020	Western Star	4700 96" CA		

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**Dump Body Specifications:**

**A. Galion Model 433FT-11**

- 11' model 8.6 to 10.6 cubic yard capacity
- Inside width shall be 86"
- Sides shall be 36" high
- Tailgate shall be 44" high
- Front shall be 46" high

**B. Sides and Front**

- Shall be fabricated from 3/16" 201-2b stainless-steel
- Shall have 2" wide side board pockets
- Boxed top rail
- Smooth side design with intermediate horizontal "V" side braces (pressed out)
- All welds shall be continuous

**C. Tailgate**

- Shall be fabricated from 3/16" 201-2b stainless-steel
- Fully boxed upper and lower rails and 3 panel tailgate
- Welds shall be continuous
- Upper and lower dog-leg slotted chain keepers with sufficient chain to allow tailgate to lay flat
- Integral dirt shedding top frame rail
- Air tailgate control
- Tailgate to have (3) coal doors

**D. Floor and Understructure**

- Floor shall be fabricated from 1/4" AR450 steel
- Radius floor wings at sides with one-piece center sheet

- Crossmemberless understructure – NO CROSSMEMBERS
- Full width rear apron
- 8" I-beam longsills

E. Tailgate Latch

- To be air controlled
- Shall be retractable type with minimum 1" flame cut latch finger
- Tailgate linkage to have grease zerks at rear

F. Lights and Reflectors

- Shall meet federal FMVSS #108
- (1) LED stop, turn, tail light recessed in each rear corner post
- (1) LED backup light recessed in each rear corner post
- LED clearance lights shall be recessed for protection and mounted in rubber sockets
- Wiring shall be one-piece and in a plastic convoluted loom

G. Cab Shield

- Shall be fabricated from 10-gauge 201-2b stainless-steel
- Shall be ½ roll (24" over cab)
- To be made stationary

H. Miscellaneous Items

- Power distribution panel to be mounted on inside back wall of cab
- (1) oval LED amber/green strobe light recessed in each rear corner post
- (1) oval LED amber/green strobe light recessed in each end of cab shield front facing
- (1) oval LED amber/green strobe light recessed in SS box on top of cab shield in each end of cab shield rear facing
- (1) oval LED amber/green strobe light recessed in each side of cab shield side facing
- (2) 4" LED spreader lights installed at rear
- (1) stainless-steel spring-loaded shovel holder installed street side
- (2) Stainless Steel Handles location TBD
- 2" x 10" oak side boards painted black installed each side
- Stainless-steel tarp rail full length of body both sides
- Pull out stainless-steel ladder installed front of body driver's side
- 97db Backup alarm
- ¾" Closure plate at rear with 20 Ton pintle hook hitch, D-rings and 6 pin trailer-plug, round
- Rear mud flaps
- Fleet Engineers poly fenders installed over rear wheels with stainless steel mount
- LED heated plow lights mounted on hood on stainless-steel brackets
- Underside of body and hoist components painted black

**Hoist Specifications:**

- A. Galion Model CS100-4.5-3DA
- Front trunnion mount telescopic style hoist
  - 12" doghouse built into front of body
  - Double acting – power up/power down
  - Body prop to support empty body weight
  - Operated by central hydraulic system

**Plow Specifications:**

- A. Henderson RSP19-11' Reversible Snow Plow
- 11' Length x 42" Height
  - Integral Moldboard Shield
  - Adjustable Cutting-Edge Trip- Torsion Spring
    - o 5/8" x 8" One Piece AASHTO Punch
  - Pin and Loop Oscillating Hitch Plow Portion
  - HPH Truck Portion Hitch with side plates
  - Moldboard Sheet Material – 10 ga GR50 Steel
  - 4" x 2" x 10" Reversing Nitrided Cylinders
  - Painted NY Yellow
  - Standard Circle Frame with Top Mount Cylinders
  - NO Running Gear
  - (2) TruckLite Halogen Plow Lights mounted on stainless steel brackets
  - 12" Rubber Deflector with SS Backer
  - 36" Plastic Side Markers

**Spreader Specifications:**

- A. Henderson TGS
- Hydraulic Drive
  - Single Spinner
  - 201 SS Material
  - 6" Diameter Auger, Direct Drive
  - Standard Brackets for 96" Wide Bodies

**Central Hydraulic System Specifications:**

The hydraulic pump will be cast iron, load sensing axial piston pump driven off the truck transmission by way of a Constant Mesh PTO. The pump will have an internal bleed-down compensator. The pump case drain line shall run from the pump directly to the reservoir without passing through any filter. This system will also have an automatic shutdown feature. In the instance that a hose would rupture, or system loses oil in another way, a float in the reservoir will trip the automatic shut down to stop flow of remaining oil to prevent pump failure.

The truck functions will be controlled by a sectional, balance spool type valve to be mounted inside valve enclosure built into the oil reservoir and actuated by air control levers. This valve to be pressure compensated, load sensing, closed center type with a nominal rating of at least 30 GPM. Two sections to have individual flow compensators. It shall be arranged to operate the following functions:

1. Inlet/outlet
2. Double-acting underbody hoist
3. Double-acting snow plow lift cylinder
4. Snow plow power reversing cylinders
5. Pressure carry-over

A Freedom 2.1 electronic spreader control system also to be mounted in cab within easy reach of driver.

There will be a 10-micron return line filter located in the reservoir and it shall be equipped with a condition gauge and by-pass.

The reservoir to be stainless-steel, frame mounted, with a capacity of 30-gallons. It shall have a 3" port for the suction line, a 1 1/4" port for the return line and a magnetic drain plug. It shall have an internal baffle between the suction and return port and a separate port for the pump case drain. A sight/temperature gauge shall be installed on the front of the reservoir. The reservoir will have an enclosure to house the hydraulic control valve.

All hoses will conform to SAE standard and be equipped with 37-degree JIC swivel fittings at each component connection. The suction line to the pump shall be 2" diameter and conform to SAE standard 100R4. In addition, all connections that see system pressure shall be of the JIC or O-ring type to eliminate all chance of leaks. Rubber hoses ran to front for plow operation. Stainless-steel hydraulic tubing to be run to rear of truck spreader operation. Stainless-steel quick couplers mounted to county specifications.

**Total Package Price: \$62,454.00**

**Options:**

- 1) TruckLite Heated LED Plow Light ILO Halogen Add: \$400.00

This quotation becomes an order when signed here: Name \_\_\_\_\_ Title \_\_\_\_\_

This order is not binding until approved by a company official. All quotations and delivery promises made, and orders accepted subject to delays caused by fire, accident, strikes or other causes beyond our control. Deliveries delayed by any of the above conditions shall not constitute cause for cancellation of this order. Prices subject to change without notice.

**\*\*A 3% CONVENIENCE FEE WILL APPLY TO ALL CREDIT CARD PURCHASES\*\***

APPROXIMATE LEAD TIME AS OF TODAY IS 22-24 WEEKS FOR THE DUMP BODY WITH THAT SAID I AM ESTIMATING THIS BEING COMPLETED WITHIN 28-30 FROM RECEIPT OF PURCHASE ORDER.

**ORDINANCE NO. 2020 - 66  
INTRODUCED BY COUNCIL**

**AN ORDINANCE AUTHORIZING THE PROPER CITY OFFICIAL TO ENTER INTO A PROFESSIONAL CONTRACT WITH AECOM FOR PHASE 3 REVISIONS TO THE CITY OF ZANESVILLE'S COMBINED SEWER OVERFLOW LONG TERM CONTROL PLAN.**

**WHEREAS**, the City of Zanesville has been required by the Ohio Environmental Protection Agency (OEPA) to have an approved combined sewer overflow Long Term Control Plan (LTCP), which was approved on June 17, 2008; and

**WHEREAS**, the City of Zanesville selected AECOM per Ohio Revised Code 153.65 – 153.71 for assistance in making revisions to the LTCP; and

**WHEREAS**, Phase 1 of the LTCP update, as authorized by Ord. No. 17-87, was successfully completed with OEPA agreeing to modify the City of Zanesville NPDES permit to allow the City to submit an updated LTCP by December 31, 2020; and

**WHEREAS**, Phase 2 of the LTCP update, as authorized by Ordinance No. 19-09, was successfully completed with submission to and review of the LTCP Phase 2 Technical memo by OEPA; and

**WHEREAS**, the City negotiated the update of the LTCP (Phase 3) Scope of Services with AECOM that includes the following: Hydraulic Modeling, Alternative Screening and Analysis, Alternative Selection, Field Investigation, GIS Updates, Financial Affordability Analysis, and LTCP Update Development and Submittal by December 2020; and

**WHEREAS**, to meet the Ohio EPA deadline, the administration would like to proceed with the Phase 3 of the update as approximately detailed in Attachment A: City of Zanesville LTCP Update Phase 3.

**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 enter into a professional contract with AECOM for updating the combined sewer overflow LTCP, Phase 3.

**SECTION TWO:** The cost for the services is estimated to be \$210,000.00 and shall come from line item 613.5453.53225.

**SECTION THREE:** 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 MASON,  
Mayor

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

**ORDINANCE 2020 - 66**  
**EXHIBIT A**

**CITY OF ZANESVILLE LONG TERM CONTROL PLAN UPDATE PHASE 3**  
**SCOPE OF SERVICES**

**I. INTRODUCTION**

The City of Zanesville has been executing projects outlined in the current Long Term Control Plan (LTCP) since 2007, including significant upgrades to the WWTP as well as multiple sewer separation projects. As some of the remaining sewer separation projects to be completed in the LTCP are significantly more expensive to design and construct than previous phases, the cost of the remaining projects coupled with the City's existing debt service has the potential to cause financial hardship for the City.

AECOM was retained by the City to provide assistance in renegotiation and updating the LTCP. As part of Phase 1 of this LTCP Update, AECOM assisted the City in submitting a LTCP Compliance Schedule Update Request Letter to the OEPA, requesting a deadline of December 31, 2020 for the Updated LTCP submittal. As the OEPA has agreed to this deadline, Phase 2 of the LTCP Update included system characterization, flow monitoring, data analysis, hydraulic modeling development and baseline modeling, and a technical memorandum summarizing the LTCP Update tasks through March 2020.

Phase 1 of the LTCP Update is complete. Phase 2 is nearly complete. Phase 3 of the LTCP Update will include the following tasks:

- Hydraulic Modeling
- Alternative Screening and Analysis
- Alternative Selection
- Field Investigation
- GIS Updates
- Financial Affordability Analysis
- LTCP Update Development and Submittal by December 2020

A detailed scope of services for Phase 3 is outlined in the following sections.

**II. LTCP UPDATE PHASE 3 SCOPE OF SERVICES**

**A. Field Investigations/GIS Updates**

- d. Conduct a field investigation kick-off meeting with the City staff, and a subsequent results analysis review meeting. It is anticipated that this will include two (2) meetings during completion of this project.
- e. Based on potential RWI areas identified in the Phase II Technical Memorandum, field investigations will be performed to verify if the infrastructure identified as potentially being susceptible to river water intrusion can be confirmed during an extreme river stage event.
- f. AECOM shall provide a two (2) person field crew for up to five (5) days to complete the field investigations. The extreme river stage event is anticipated to occur in spring or summer of 2020.

**ORDINANCE 2020 - 66**  
**EXHIBIT A**

- g. Investigate regulator backflow prevention device conditions under the extreme river stage event to identify potential sources of river water intrusion. This shall include an investigation of the backflow preventer manhole and the regulator manhole to identify if river water intrusion is occurring in the regulator structures. This investigation shall also include an analysis of whether the backflow preventer is operating correctly.
- h. Observe RWI events to visually confirm extents of potential surcharging.
- i. Verify elevation data for critical infrastructure (inlets, TOC, etc.) to include in the hydraulic model for later use to develop RWI elimination alternatives. AECOM will coordinate with the City to gather these data points.
- j. Data collected during the field investigations will be incorporated into the existing GIS database.

**B. Alternative Analysis and Selection**

- 1. Utilize the completed hydraulic model to evaluate the impacts of the completed sewer separation projects on the system. Determine if the scope of the planned sewer separation projects need to be modified based on the performance of the completed separation projects to date.
- 2. Utilize the flow monitoring data, field investigations and hydraulic model to identify any additional problem areas in the system. Develop control measures to address each problem area. Control measures can generally be classified as a source control, collection system control, or storage/treatment technology. The following control/technology measures may be considered as part of this analysis:
  - High-Rate Treatment Facilities
  - WWTP Upgrades/Flow Equalization
  - CSO Storage Tanks
  - Flow Diversion to WWTP
  - Pump Station Upgrades/Expansion
  - Redirection/Removal of Clean Water Connections
  - Relief sewers
  - River Water Intrusion Elimination
- 3. Evaluate alternatives at the WWTP that address the peak wet weather capacity goals for the varying levels of CSO controls determined through the collection system analysis and simultaneously address O&M issues.
- 4. Perform preliminary screening of the alternatives based on the results of data analysis and hydraulic modeling of the existing system conditions. The preliminary screening will be performed by evaluating the advantages and disadvantages of each measure and considering the magnitude of cost for each identified alternative given site-specific conditions.
- 5. CSO control alternatives considered viable will be selected for detailed evaluation. Various CSO control measures may be combined into a control strategy to cost-effectively achieve the goals of the selected approach.

**ORDINANCE 2020 - 66**  
**EXHIBIT A**

6. Perform an evaluation of the selected CSO control alternatives including collection system controls and treatment/storage technology to include preliminary sizing of the facility or infrastructure, preliminary estimate of cost, present worth analysis, and schematic layout for each alternative.
7. Perform a hydraulic modeling analysis of the identified basin-wide CSO control alternatives to meet the requirements of the presumptive approach. This will include evaluation of varying levels of control including 0, 4, and 6 events. The modeling analysis will determine conceptual layout of the control alternatives and will include a combination of multiple control measures. Identify the recommended infrastructure schematic layout, size, and capacity for each alternative, given the level of control for each overflow event.
8. Evaluate non-monetary factors for each control alternative including public perception, environmental impact and land use constraints.
9. Develop cost curves for each CSO control alternative based on the level of control (number of CSO events per year) and corresponding size of the improvements required to achieve each level of control.
10. Select the recommended CSO control alternative based on the cost curves and affordability analysis to identify the affordable level of control.
11. Prepare a capital improvements plan (CIP) and schedule for implementation of the improvements given the financial affordability analysis of the selected CSO control alternative.
12. Evaluate the City's current compliance and monitoring requirements for NPDES permit compliance and recommend changes to the requirements based on the proposed improvements. The recommended compliance and monitoring requirements will be identified for incorporation into the NPDES permit.

**C. Financial Affordability Analysis**

1. Provide an analysis of the financial affordability of the City's selected CSO program in the LTCP Update. The services performed shall include performance of a Financial Capability Analysis in accordance with the 1997 US EPA Combined Sewer Overflows – Guidance for Financial Capability Assessment and Schedule Development (FCA) and the 2014 US EPA Financial Capability Assessment Framework for Municipal Clean Water Act Requirements (FCA Framework). The services performed shall include performance of a Financial Capability Analysis to determine the available program costs for a range of years (10 to 30 years) for implementation using the EPA affordability threshold of 2% of the median household income. Information to be utilized in the affordability analysis may include the cost of the control alternatives, capital improvement plan/schedule to support the debt service calculations, and program operation and maintenance costs during implementation of the CSO program.

**D. LTCP Update Development and Submittal**

1. Compile the findings into a LTCP Update report that will include the following information:
  - Background information and current CSO control efforts being implemented by the City.

**ORDINANCE 2020 - 66**  
**EXHIBIT A**

- LTCP planning approach to include the water quality goals, affordability goals, implementation of integrated solutions, and adaptive management strategy.
  - Existing POTW system characterization of the combined sewer system, separate sewer system, and key system components.
  - Flow monitoring and rainfall data obtained for the interceptors, CSO outfalls, regulator tributary basins, and sub-basins including data analysis and interpretation of results.
  - Hydraulic modeling activities and results from the simulations performed for the existing system response to wet weather events.
  - Alternative analysis and evaluation of the viable CSO control alternatives to include the identification of potential alternatives, preliminary screening of the alternatives, hydraulic modeling of selected alternatives, as well as schematic layout and project costs for the selected alternatives.
  - Financial affordability analysis of the selected CSO control alternatives to identify the cost to meet the presumptive approach, and the cost available to the City for CSO control expenditures given the affordability threshold.
  - Alternative selection and implementation of a CIP schedule for the CSO control improvements.
2. Provide recommendations for re-evaluation phases and updates of the LTCP on a recurring basis so that the LTCP becomes a flexible document by which the City can evaluate the effectiveness of the current program and make revisions as necessary.
  3. Prepare three (3) copies of the LTCP report for review and comment by the City. The City comments will be incorporated into the report and three (3) copies of the revised report shall be provided to the City and one (1) copy will be delivered to the Ohio EPA for review and comment. One (1) electronic version of the report will also be furnished to the City.
  4. Up to two (2) meetings will be held with Ohio EPA following submittal of the LTCP Update to review the contents of the LTCP Update and address comments.
  5. Based on comments received from Ohio EPA, AECOM will provide three (3) hard copies of the Final LTCP Update to the City and one (1) hard copy to the Ohio EPA. Electronic copies of the Final LTCP Update will also be provided. It is assumed that comments received from Ohio prior to the Final version will be minimal and not require additional modeling, monitoring, data analysis or presentation, cost estimate updates, changes to proposed alternatives or adjustment to the Financial Capability Analysis.

**E. Phase 3 Meetings**

1. Conduct bi-monthly (every two (2) months) meetings with key City staff as appropriate to review the status of the LTCP development and the current tasks being performed by AECOM. It is anticipated that this will include up to four (4) meetings.
2. AECOM will perform one (1) modeling workshop meeting to introduce City staff to utilizing the free version of US EPA SWMM software tool. AECOM will instruct up to four (4) City staff on the basics of utilizing the tool to view modeling output files including hydraulic profiles.

**ORDINANCE 2020 - 66**  
**EXHIBIT A**

3. Conduct two (2) meetings with representatives from the Ohio EPA. One of the meetings will be conducted to present the findings of the LTCP Update, to outline the recommended alternatives, and discuss selection of a level of control based on the affordability analysis.

**CITY RESPONSIBILITIES**

- City shall perform CCTV of the interceptor sewers to identify condition and potential sources of inflow and infiltration that contribute to river water intrusion (RWI).
- The City shall designate a representative authorized to act in its behalf with respect to general engineering services requested of AECOM. All direction and authorization shall be by or through such representative.
- The City shall furnish to AECOM all available information, reports, studies, testing results, design and survey data, operating records, existing plans, easements, and other data pertinent to the Project, and such shall be furnished at the City's expense.
- If the City deems that auditing, legal, accounting, and insurance counseling services may be necessary for the Project, such services shall be furnished by the City.
- The City shall furnish any required information and services, review all submitted documents, and render decisions pertaining thereto as expeditiously as necessary for the orderly progress of the Work, and so as not to delay the work of AECOM.
- The City shall negotiate and acquire all land and easements required for construction of the Project.
- The City shall provide AECOM access to enter upon public and private land as required for the performance of the Work.

**ADDITIONAL SERVICES**

For additional services not included in the above Scope of Services, the City and URS shall negotiate a scope and fee prior to commencement of Work. The following is a list of additional services which may be provided on this project:

- Future NPDES permit modifications resulting from a LTCP Update approval or Ohio EPA approved changes to NPDES Permit compliance dates
- Preliminary engineering design and construction plan preparation
- Final engineering design and construction plan preparation
- Geotechnical or environmental engineering services
- Bidding and Construction services
- Major revisions to the LTCP Update based on comments received from Ohio EPA after the December 2020 submittal including additional hydraulic modeling, monitoring, data analysis and presentation, additional modeling, monitoring, data analysis or presentation, cost estimate updates, changes to proposed alternatives or adjustment to the Financial Capability Analysis.
- Ohio EPA meetings to negotiate the terms of the LTCP Update approval in excess of two (2) meetings covered under the Phase 3 scope.

**ORDINANCE 2020 - 66**  
**EXHIBIT A**

**PROJECT SCHEDULE**

The services listed in the Phase 3 Scope of Services section shall be completed through July 31, 2021.

**TERMS**

For services provided under this Agreement, AECOM shall be paid as follows:

Compensation for the stated Scope of Services for Phase 3 shall be a lump sum fee of \$210,000.

Monthly invoicing for services shall be based on a percentage completed for each phase of the services.

ORDINANCE NO. 2020-67  
 INTRODUCED BY COUNCIL

**AN ORDINANCE AMENDING CHAPTER 1141.05 TABLE 15 PERMITTED AND CONDITIONAL USES  
 IN BUSINESS DISTRICTS**

**WHEREAS**, through a comprehensive review of the Planning and Zoning Code, The Community Development Department has identified a need to update the chapter; and

**WHEREAS**, according to Section 1117.01 “To adapt to changing development conditions and provide for the phased implementation of the City Comprehensive Plan, the Planning Commission may from time to time recommend, and Council may adopt, amendments to the provisions of the text of this Zoning Code...as provided by the Ohio Revised Code.”, and

**WHEREAS**, the Community Development Staff has recognized a need to amend and update the Chapter 1141.05 Table 15: Permitted and Conditional Uses in Business Districts; and

**WHEREAS**, proper notification of the intent of this proposed legislation was given in a newspaper of general circulation; and

**WHEREAS**, after taking testimony and discussion during the March 17<sup>th</sup>, 2020 regular meeting, the Zanesville Planning Commission has recommended to City Council that the proposed amendments to Chapter 1141.05 be approved.

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

**SECTION ONE:** Chapter 1141.05 Table 15 of the City of Zanesville Planning and Zoning Code currently reads:

**1141.05 TABLE 15: PERMITTED AND CONDITIONAL USES IN BUSINESS DISTRICTS.**

<b>Zoning Districts</b>							
<b>USES</b>	<b>C1</b>	<b>C2</b>	<b>C3</b>	<b>C4</b>	<b>O1</b>	<b>O2</b>	<b>I1</b>
Abattoirs or slaughterhouses							S
Accessory uses, buildings and structures to all conditional uses in the district, including off-street parking and loading and signs as provided in Chapters <u>1149</u> and <u>1153</u>	C	C	C	C	C	C	P
Acid uses							S
Adult uses, as defined in this Code				S			S
Air rights development	S	S	S	S	S	S	S
Airports						S	S
Amusement arcades				S			
Animal hospitals		P	P	P			
Antique shops		P	P	P			
Any manufacturing, fabricating, processing, cleaning, servicing, testing, repair or assembly facilities that are not listed elsewhere as permitted or conditional uses, including facilities for abrasive products; boilers and tanks; chemicals; clay; coal, coke and tar products; fiberglass; foundries; glass; metal; textiles; transportation equipment; and any other facilities that are able to conform to the performance standards, Chapter <u>1161</u> , for heavy industrial uses							S

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Arsenals							S
Art shops or galleries		P	P	P			
Auction rooms				S			
Auditoriums and convention and exhibit halls				S		C	
Automated teller machines	P	P	P	P	P	P	P
Automobile Title Loans		S	S	S			
Automobile and truck rental establishments				C		C	
Automobile laundries/car wash				P			
Automobile laundries with five or less bays		C	C	C			

Zoning Districts							
USES	C1	C2	C3	C4	O1	O2	I1
Automobile part and accessory stores		P	P	P			
Automobile service stations	S	S	S	S			S
Automotive repair, major				S			S
Automotive repair, minor		C	C	C			
Bakery plants							P
Batch asphaltic concrete, Portland cement or mortar mixing plants							S
Beauty shops, barber shops and hair styling salons	P	P	P	P			
Bench signs		C	C	C			C
Bicycle sales, rental and repair shop		P	P	P			
Blood Plasma Center			S	S			
Blueprinting and photostating establishments		P	P	P		C	
Bottled gas dealers				P			
Building materials and products sales				P			
Building supply sales under 8,000 square feet with no outside storage or accessory structure		C	C	C			
Business machine sales, rental and service		P	P	P		C	
Camera and photographic supply stores		P	P	P			
Camping equipment sales		P	P	P			
Catering establishments		P	P	P			
Cemeteries	C	C	C	C	C	C	C
Child day care centers, as defined in this Code	S	S	S	S	S	S	
Clothing repair, hat repair and shoe repair stores and tailor shops	P	P	P	P			
Commercial schools, such as for business or electronics							P
Computer sales and rental		P	P	P			
Computer sales, rental and service						C	
Conditional public uses, as defined in this Code	C	C	C	C			C

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Zoning Districts							
USES	C1	C2	C3	C4	O1	O2	I1
Contractors and construction offices				P			P
Crematories							C
Crematories as part of mortuaries		C	C	C	C	C	
Creosote							C
Currency exchanges	P	P	P	P		C	
Custom dressmaking establishments		P	P	P			
Department stores, junior department stores and discount department stores		P	P	P			
Distillation of tar							S
Domestic appliance stores, including radio, television, stereo, lighting, clock and music stores	P	P	P	P			
Donut shops	C	C	C	C		C	
Drug stores	P	P	P	P		C	
Drive-in established, as defined in this Code	C	C	C	C			
Dry cleaning plants and laundries							P
Dwelling unit of caretaker or guard							S
Dwelling units above the ground floor in buildings commercial buildings	P	P	P	P	P	P	
Dwelling units above the ground floor with a ground floor use permitted in O-1 and O-2 Districts meeting the minimum lot area requirements for RM- 2 uses, and all other requirements of the districts					P	P	
Educational institutions as defined in this Code	S	S	S	S	S	S	
E-Commerce	P	P	P	P	P	P	
E-Commerce & Distribution Facility	S	S	S	S			
Electrical showrooms and shops				P			
Employment agencies		P	P	P		P	
Equipment rental				P			
Exterminating services		P	P	P			

Zoning Districts							
USES	C1	C2	C3	C4	O1	O2	I1
Fat rendering							S
Feed, flour and grain storage							S
Fertilizer							S
Financial institutions, including banks, savings and loans, and commercial loan offices	P	P	P	P	P	P	
Florist shops	P	P	P	P		C	
Food and grocery stores under 5,000 square feet	P	P	P	P			
Food and grocery stores over 5,000 square feet	C	P	P	P			

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Fortune tellers, palm readers, clairvoyants			P	P			
Fuel and ice sales			P	P			
Fuel storage, bulk				S			S
Furniture stores including upholstery when conducted as part of the retail operations and secondary hereto		P	P	P			
Furrier shops, including incidental stores and conditioning of fur		P	P	P			
Garden, Community	C	C	C	C	C	C	C
Game rooms, as defined in this Code	C	C	C	C			
Garden supply, tool and seed stores, including lawn mower, snowmobile and snow blower sales and service		P	P	P			
General retail	C	C	C	C		S	
Golf courses and country clubs, private	C	C	C	P	C	P	P
Graphics and drafting services					C	P	P
Greenhouses and nurseries				P			
Gunsmith shops		P	P	P			
Hardware stores		P	P	P			
Health clubs as defined in this Code		P	P	P		P	
High-nuisance manufacturing and processing operations involving:							S
Hobby and craft shops		P	P	P			

<b>Zoning Districts</b>							
<b>USES</b>	<b>C1</b>	<b>C2</b>	<b>C3</b>	<b>C4</b>	<b>O1</b>	<b>O2</b>	<b>I1</b>
Hospitals, nursing homes, group homes, mental health centers and related uses	S	S	S	S	S	S	
Hotels and motels		P	P	P		P	
Indoor amusement establishments, including bowling alleys, pool halls, dance halls, commercial swimming pools and skating rinks		C	C	C			
Insurance offices	P	P	P	P	P	P	
Interior decorating shops, including upholstery and the making of draperies, slip covers and other similar articles when conducted as part of the retail operations and secondary thereto		P	P	P			
Junk yards				S			S
Kennels, pet grooming and veterinary offices		P	P	P			
Laboratories, medical, dental, research and testing		P	P	P		P	P
Landfills, dumps and incinerators							S
Liquor stores (package goods only)	P	P	P	P			
Locksmith shops		P	P	P			
Low-nuisance light manufacturing, fabricating, processing, cleaning, servicing, testing, repair and assembly facilities not listed elsewhere as permitted or conditional uses that are able to conform to the performance standards, Chapter 1161, for light industry herein							P
Machinery sales				C			C

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Mail order houses and letter shops				P		P	
Manufactured buildings approved by the Building Code for commercial use and conforming with the seven standards listed in Table 1137.05 Manufactured buildings, other than buildings or trailers for construction purposes, not complying with Table 1137.05 may be approved for a period not to exceed one year.		C	C	C			
Manufactured home sales (no open sales lot)				P			
Massage and massage services		S	S	S			

Zoning Districts							
USES	C1	C2	C3	C4	O1	O2	I1
Medical, dental and optometry offices and clinics	P	P	P	P	P	P	
Meeting and banquet halls		P	P	P		P	
Millinery shops		P	P	P			
Mini-warehouses				S			C
Model home and garage displays				S			
Monument sales (no open sales lot)				P			
Mortuaries, as defined in this Code		C	C	C	C	C	
Motor vehicle sales (no open sales lot) or rental, including cars, trucks, boats, trailers, recreational vehicles, motorcycles, motor scooters and mopeds				P			
Motor vehicle, trailer, and mobile home repair services				S			
Motor, rail or air freight terminals							C
Multi-family residential uses					C	C	
Natural or synthetic rubber, caoutchouc or gutta percha							C
Newspaper distribution agencies for home delivery and retail trade	P	P	P	P		P	
Newspaper, magazine and tobacco shops	P	P	P	P		C	
Nightclub			S	S			S
Offices, business and professional		P	P	P	P	P	
Offices, government, political and institutional		P	P	P	P	P	
Off-street parking lots, public garages or storage garages as principal uses			P	P		C	C
Off-street parking lots, public garages or storage garages, other than as accessory uses						C	
Open sales lots as defined in this Code as a principal or accessory use				S			
Ore reduction							S
Other temporary uses approved in accordance with provisions for temporary uses in Chapter 1129							P

Zoning Districts							
USES	C1	C2	C3	C4	O1	O2	I1
Outdoor advertising signs				P			P
Outdoor amusement establishments, including archery ranges, miniature golf and similar facilities				S			
Outdoor recreation or indoor/outdoor entertainment centers				S			S

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Outdoor storage				S			S
Parks, playgrounds, golf courses, forest preserves, wildlife sanctuaries and other publicly owned open space	P	P	P	P	P	P	P
Pawnshops		S	S	S			
Permitted public uses, as defined in this Zoning Code	P	P	P	P	P	P	P
Pet shops		P	P	P			
Philanthropic and charitable institutions, as defined in this Code	C	C	C	C	C	C	
Photo processing stores	P	P	P	P			
Photography studios, including the development of film when conducted as part of the retail business		P	P	P			
Plazas and public spaces			P	P		P	
Plumbing and heating sales				P			
Post offices		P	P	P		P	
Print shops with six or fewer employees	P	P	P	P			
Printing and publishing establishments							P
Printing and publishing plants		C	C	C			
Processing or refining of petroleum or coal oil							S
Produce markets		P	P	P			
Quarries							S
Radio and television stations and studios			P	P		P	P
Radio and television towers		S	S	S		S	S
Real estate offices	P	P	P	P	P	P	
Recording studios			P	P		P	P

Zoning Districts							
USES	C1	C2	C3	C4	O1	O2	I1
Recreational institutions, as defined in this Code	C	C	C	C	C	C	
Recycling centers, solid waste							S
Religious institutions, as defined in this Code	C	C	C	C	C	C	
Research and development facilities						P	P
Restaurants	P	P	P	P			
Restaurants with live entertainment or dancing		C	C	C			
Restaurants, eat-in or carry-out, but not including live entertainment, dancing or serving of alcoholic beverages, or restaurants that are drive-in establishments as defined in this Code						C	
Restaurants, eat-in, carry-out or drive-in							P
Restaurants, eat-in, serving alcoholic beverages but without live entertainment or dancing	S	S	S	S		S	
Salt works							S
Sand and gravel extraction							S

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Second hand stores and rummage shops		P	P	P			
Sewer cleaning and rodding service				P			
Sewing machine sales and service		P	P	P			
Smelters							S
Single Room Occupancy (SRO)				S			
Soap production							S
Stock yards or slaughter of animals or fowl							S
Streets and alleys	P	P	P	P	P	P	P
Studios for artists, musicians and photographers						P	
Swimming pool sales (no open sales lot)				P			
Synthetic polymers							S
Tallow, grease or lard							S
Tanning salons		P	P	P			

Zoning Districts							
USES	C1	C2	C3	C4	O1	O2	I1
Tanning, curing or storage of rawhides or skins							S
Tattoo parlors			S	S			
Taverns and bars with live entertainment or dancing		S	S	S			
Taverns and bars without live entertainment or dancing	S	S	S	S		S	
Taxidermists		P	P	P			
Temporary buildings or trailers for construction purposes for a period not to exceed the duration of construction	P	P	P	P	P	P	P
Theatres, indoor		P	P	P			
Ticket offices, theatre and amusement	P	P	P	P			
Ticket offices, transportation	P	P	P	P			
Tourist information and hospitality centers			P	P			
Trading stamp redemption centers		P	P	P			
Trailer parks and campgrounds				S			
Transfer stations, solid waste							S
Transportation ticket offices					P	P	
Travel bureaus		P	P	P	P	P	
Truck stops				S			
Union halls		P	P	P		P	
Uses that are not otherwise permitted or conditional uses in this or any other district and that are similar in the judgment of the Board of Zoning Appeals to conditional uses in this district	P	P	P	P	P	P	
Utilization or storage of over five pounds of detonable materials as provided under performance standards herein							S

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Warehouses and distribution centers under 12,000SF				C			
Warehousing, storage and distribution facilities			S	S		S	P
Water softener service				P			
Wholesaling						S	P
Wrecking yards, as defined in this Code				S			S

(Ord. 18-77. Passed 7-23-18.)

**SECTION TWO:** Chapter 1141.05 Table 15 of the City of Zanesville Planning and Zoning Code shall be amended to read as follows:

**1141.05 TABLE 15: PERMITTED AND CONDITIONAL USES IN BUSINESS DISTRICTS.**

Zoning Districts							
USES	C1	C2	C3	C4	O1	O2	I1
Abattoirs or slaughterhouses							S
Accessory uses, buildings and structures to all conditional uses in the district, including off-street parking and loading and signs as provided in Chapters <u>1149</u> and <u>1153</u>	C	C	C	C	C	C	P
Acid uses							S
Adult uses, as defined in this Code				S			S
Air rights development	S	S	S	S	S	S	S
Airports						S	S
Amusement arcades				S			
Animal hospitals		P	P	P			
Antique shops		P	P	P			
Any manufacturing, fabricating, processing, cleaning, servicing, testing, repair or assembly facilities that are not listed elsewhere as permitted or conditional uses, including facilities for abrasive products; boilers and tanks; chemicals; clay; coal, coke and tar products; fiberglass; foundries; glass; metal; textiles; transportation equipment; and any other facilities that are able to conform to the performance standards, Chapter <u>1161</u> , for heavy industrial uses							S
Arsenals							S
Art shops or galleries		P	P	P			
Auction rooms				S			
<b>Auditoriums and convention and exhibit halls</b>	-	-	-	<b>S</b>	-	<b>C</b>	-
Automated teller machines	P	P	P	P	P	P	P
Automobile Title Loans		S	S	S			
Automobile and truck rental establishments				C		C	
Automobile laundries/car wash		<u>S</u>	<u>S</u>	P			
<b>Automobile laundries with five or less bays</b>	-	<b>C</b>	<b>C</b>	<b>C</b>	-	-	-

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Zoning Districts							
USES	C1	C2	C3	C4	O1	O2	I1
Automobile part and accessory stores		P	P	P			
<b>Automobile service stations</b>	<b>S</b>	<b>S</b>	<b>S</b>	<b>S</b>	-	-	<b>S</b>
Automotive repair, major			<u>S</u>	S			S
Automotive repair, minor	<u>S</u>	C	C	C			<u>S</u>
Bakery plants							P
Batch asphaltic concrete, Portland cement or mortar mixing plants							S
Beauty shops, barber shops and hair styling salons	P	P	P	P	<u>C</u>	<u>C</u>	
Bench signs		C	C	C			C
Bicycle sales, rental and repair shop		P	P	P			
Blood Plasma Center			S	S			
Blueprinting and photostating establishments		P	P	P		C	
Bottled gas dealers				P			
Building materials and products sales				<b>P</b> <b>C</b>			<b>P</b>
Building supply sales under 8,000 square feet with no outside storage or accessory structure		C	C	C			
Business machine sales, rental and service		P	P	P		C	
Camera and photographic supply stores		P	P	P			
Camping equipment sales		P	P	P			
<b>Camp Grounds</b>				<u>S</u>		<u>S</u>	<u>S</u>
Catering establishments		P	P	P			
Cemeteries	C	C	C	C	C	C	C
Child day care centers, as defined in this Code	S	S	S	S	S	S	
Clothing repair, hat repair and shoe repair stores and tailor shops	P	P	P	P			
<b>Coffee and Donut Shops</b>	<b>P</b>	<b>P</b>	<b>P</b>	<b>P</b>		<b>C</b>	
<del>Commercial schools, such as for business or electronics</del>	-	-	-	-	-	-	<b>P</b>
<b>Community Center</b>		<b>C</b>	<b>C</b>	<b>C</b>	<b>S</b>	<b>S</b>	<b>S</b>
<del>Computer sales and rental</del>	-	<b>P</b>	<b>P</b>	<b>P</b>	-	-	-
Computer sales, rental and service		<u>P</u>	<u>P</u>	<u>P</u>		C	
Conditional public uses, as defined in this Code	C	C	C	C			C

Zoning Districts							
USES	C1	C2	C3	C4	O1	O2	I1
<b>Conference and Convention Centers</b>		<u>S</u>	<u>S</u>	<u>P</u>	<u>S</u>	<u>P</u>	<u>S</u>
<del>Contractors and construction offices</del>	-	-	-	P	-	-	P
Crematories		<u>C</u>	<u>C</u>	<u>C</u>	<u>S</u>	<u>S</u>	C
<del>Crematories as part of mortuaries</del>	-	<b>C</b>	<b>C</b>	<b>C</b>	<b>C</b>	<b>C</b>	-

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Creosote							C
Currency exchanges	P	P	P	P		C	
Custom dressmaking establishments		P	P	P			
Department stores, junior department stores and discount department stores		P	P	P			
<b><u>Detention/Correctional Facility</u></b>							<u>S</u>
Distillation of tar							S
Domestic appliance stores, including radio, television, stereo, lighting, clock and music stores	P	P	P	P			
<b><u>Donut shops</u></b>	€	€	€	€	-	€	-
Drug stores	P	P	P	P		C	
Drive-in established, as defined in this Code	C	C	C	C			
Dry cleaning plants and laundries							P
<b><u>Dwelling unit of caretaker or guard</u></b>	-	-	-	-	-	-	<u>S</u>
Dwelling units above the ground floor <del>in buildings commercial buildings of a commercial use</del>	P	P	P	P	P	P	
<b><u>Dwelling units above the ground floor with a ground floor use permitted in O-1 and O-2 Districts meeting the minimum lot area requirements for RM-2 uses, and all other requirements of the districts</u></b>	-	-	-	-	<del>P</del>	<del>P</del>	-
Educational institutions as defined in this Code	S	S	S	S	S	S	
E-Commerce	P	P	P	P	P	P	
E-Commerce & Distribution Facility	S	S	S	S			<u>S</u>
Electrical showrooms and shops			<u>C</u>	P			
Employment agencies		P	P	P		P	
Equipment rental				P			<u>C</u>
Exterminating services		P	P	P			<u>C</u>

Zoning Districts							
USES	C1	C2	C3	C4	O1	O2	I1
<b><u>Farmer's Markets</u></b>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>
Fat rendering							S
Feed, flour and grain storage							S
Fertilizer							S
Financial institutions, including banks, savings and loans, and commercial loan offices	P	P	P	P	P	P	
Florist shops	P	P	P	P		C	
Food and grocery stores <b>under 5,000 square feet</b>	<del>P</del> <u>C</u>	P	P	P			
<b>Food and grocery stores over 5,000 square feet</b>	€	<del>P</del>	<del>P</del>	<del>P</del>	-	-	-
<b><u>Food Trucks</u></b>		<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	
Fortune tellers, palm readers, clairvoyants			P	P			
<b><u>Fuel and ice sales</u></b>	-	-	<del>P</del>	<del>P</del>	-	-	-

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Fuel storage, bulk				S			S
Furniture stores including upholstery when conducted as part of the retail operations and secondary hereto		P	P	P			
Furrier shops, including incidental stores and conditioning of fur		P	P	P			
Garden, Community	C	C	C	C	C	C	C
Game rooms, as defined in this Code	C	C	C	C			
Garden supply, tool and seed stores, including lawn mower, snowmobile and snow blower sales and service		P	P	P			
General retail	C	C	C	C		S	
Golf courses and country clubs, private	C	C	C	P	C	P	P
Graphics and drafting services					C	P	P
Greenhouses and nurseries				P			<u>C</u>
<b><u>Group Homes</u></b>			<u>S</u>	<u>S</u>		<u>S</u>	
Gunsmith shops		P	P	P			
Hardware stores		P	P	P			
Health clubs as defined in this Code		P	P	P		P	
High-nuisance manufacturing and processing operations involving:							S
Hobby and craft shops		P	P	P			

Zoning Districts							
USES	C1	C2	C3	C4	O1	O2	I1
Hospitals, nursing homes, <del>group homes</del> , mental health centers and related uses	S	S	S	S	S	S	
Hotels and motels		<del>P</del> <u>C</u>	P	P		P	
Indoor amusement establishments, including bowling alleys, pool halls, dance halls, commercial swimming pools and skating rinks		C	C	C			
Insurance offices	P	P	P	P	P	P	
Interior decorating shops, including upholstery and the making of draperies, slip covers and other similar articles when conducted as part of the retail operations and secondary thereto		P	P	P			
Junk yards				S			S
Kennels, pet grooming and veterinary offices		P	P	P		<u>C</u>	
Laboratories, medical, dental, research and testing		P	P	P		P	P
Landfills, dumps and incinerators							S
<b><u>Licensed Firearm dealers, accessory use</u></b>		<u>S</u>	<u>C</u>	<u>C</u>			
<b><u>Licenses Firearm dealers, primary use</u></b>			<u>S</u>	<u>S</u>			
Liquor stores (package goods only)	P	P	P	P			
Locksmith shops		P	P	P			
Low-nuisance light manufacturing, fabricating, processing, cleaning, servicing, testing, repair and assembly facilities not listed elsewhere as permitted or conditional uses that are able to conform to the performance standards, Chapter 116L, for light industry herein				<u>S</u>			P

Ordinance No. 2020-67

Machinery sales				C			C
Mail order houses and letter shops				P		P	
Manufactured buildings approved by the Building Code for commercial use and conforming with the seven standards listed in Table 1137.05 Manufactured buildings, other than buildings or trailers for construction purposes, not complying with Table 1137.05 may be approved for a period not to exceed one year.		C	C	C			
Manufactured home sales (no open sales lot)				P			
Massage and massage services		<u>S</u> <u>C</u>	<u>S</u> <u>C</u>	<u>S</u> <u>C</u>	<u>S</u>		

Zoning Districts							
USES	C1	C2	C3	C4	O1	O2	I1
Medical, dental and optometry offices and clinics	P	P	P	P	P	P	
<b>Meeting and banquet halls</b>	-	<b>P</b>	<b>P</b>	<b>P</b>	-	<b>P</b>	-
<b>Millinery shops</b>	-	<b>P</b>	<b>P</b>	<b>P</b>	-	-	-
Mini-warehouses				S			C
Model home and garage displays				S			
Monument sales (no open sales lot)				P			
Mortuaries, as defined in this Code		C	C	C	C	C	
Motor vehicle sales (no open sales lot) or rental, including cars, trucks, boats, trailers, recreational vehicles, motorcycles, motor scooters and mopeds				P			
Motor vehicle, trailer, and mobile home repair services				S			
Motor, rail or air freight terminals							C
Multi-family residential uses					C	C	
Natural or synthetic rubber, caoutchouc or gutta percha							C
Newspaper distribution agencies for home delivery and retail trade	P	P	P	P		P	
Newspaper, magazine and tobacco shops	P	P	P	P		C	
Nightclub			S	S			S
Offices, business and professional		P	P	P	P	P	
<b>Offices, Construction and Contractor</b>			<b><u>P</u></b>	<b><u>P</u></b>	<b><u>C</u></b>	<b><u>C</u></b>	<b><u>P</u></b>
Offices, government, political and institutional		P	P	P	P	P	
Off-street parking lots, public garages or storage garages as principal uses			P	P		C	C
<del>Off street parking lots, public garages or storage garages, other than as accessory uses</del>	-	-	-	-	-	<b><u>C</u></b>	-
Open sales lots as defined in this Code as a principal or accessory use				S			
Ore reduction							S
Other temporary uses approved in accordance with provisions for temporary uses in Chapter 1129							P

Zoning Districts							
USES	C1	C2	C3	C4	O1	O2	I1
Outdoor advertising signs				P			P



Ordinance No. 2020-67

Restaurants, eat-in, serving alcoholic beverages <del>but without live entertainment or dancing</del>	S	S	S	<u>S</u>	S	S	<u>S</u>
Salt works							S
Sand and gravel extraction							S
Second hand stores and rummage shops		P	P	P	<u>C</u>	<u>C</u>	
<b><u>Service Stations</u></b>			<u>S</u>	<u>S</u>			<u>S</u>
Sewer cleaning and rodding service				P			<u>P</u>
<del>Sewing machine sales and service</del>	-	<del>P</del>	<del>P</del>	<del>P</del>	-	-	-
Smelters							S
Single Room Occupancy (SRO)			<u>S</u>	S			
Soap production							S
Stock yards or slaughter of animals or fowl							S
Streets and alleys	P	P	P	P	P	P	P
Studios for artists, musicians and photographers		<u>P</u>	<u>P</u>	<u>P</u>		<u>P</u>	<u>C</u>
Swimming pool sales (no open sales lot)				P			
Synthetic polymers							S
Tallow, grease or lard							S
Tanning salons		P	P	P	<u>C</u>	<u>C</u>	

Zoning Districts							
USES	C1	C2	C3	C4	O1	O2	I1
Tanning, curing or storage of rawhides or skins							S
Tattoo parlors			S	S			
<del>Taverns and bars with live entertainment or dancing</del>	-	<del>S</del>	<del>S</del>	<del>S</del>	-	-	-
Taverns and bars <del>without live entertainment or dancing</del>	S	S	<u>S</u>	<u>S</u>	<u>S</u>	S	<u>S</u>
Taxidermists		P	P	P			
Temporary buildings or trailers for construction purposes for a period not to exceed the duration of construction	P	P	P	P	P	P	P
Theatres, indoor		P	P	P			
<u>Ticket offices, theatre and amusement and Transportation</u>	P	P	P	P	<u>C</u>	<u>C</u>	
<del>Ticket offices, transportation</del>	<del>P</del>	<del>P</del>	<del>P</del>	<del>P</del>	-	-	-
Tourist information and hospitality centers			P	P			
<del>Trading stamp redemption centers</del>	-	<del>P</del>	<del>P</del>	<del>P</del>	-	-	-
Trailer parks <del>and campgrounds</del>				S			
Transfer stations, solid waste							S
<del>Transportation ticket offices</del>	-	-	-	-	<del>P</del>	<del>P</del>	-
Travel bureaus		P	P	P	P	P	
Truck stops				S			

Ordinance No. 2020-67

Union halls		P	P	P		P	
Uses that are not otherwise permitted or conditional uses in this or any other district and that are similar in the judgment of the <b><u>Board of Zoning Appeals Planning and Zoning Administrator</u></b> to conditional uses in this district	<b><u>P</u></b> <b><u>C</u></b>	<b><u>P</u></b> <b><u>C</u></b>	<b><u>P</u></b> <b><u>C</u></b>	<b><u>P</u></b> <b><u>C</u></b>	<b><u>P</u></b> <b><u>C</u></b>	<b><u>P</u></b> <b><u>C</u></b>	
Utilization or storage of over five pounds of detonable materials as provided under performance standards herein							S
Warehouses and distribution centers under 12,000SF				C			
Warehousing, storage and distribution facilities			S	S		S	P
Water softener service				P			
Wholesaling						S	P
Wrecking yards, as defined in this Code				S			S

PASSED: \_\_\_\_\_, 2020.

ATTEST: \_\_\_\_\_  
**SUSAN CULBERTSON**  
**CLERK OF COUNCIL**

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

APPROVED: \_\_\_\_\_, 2020.

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

THIS LEGISLATION  
 APPROVED AS TO FORM  
  
 \_\_\_\_\_  
**LAW DIRECTOR'S OFFICE**

**ORDINANCE NO. 2020 - 53**

**AN ORDINANCE AUTHORIZING THE PROPER CITY OFFICIAL TO ADVERTISE FOR BIDS AND ENTER INTO A CONTRACT WITH THE LOWEST AND BEST BIDDER FOR THE R6 AND R8 THROUGH R11 BASIN SEWER SEPARATION PROJECT.**

**WHEREAS**, the City of Zanesville is required through its Ohio Environmental Protection Agency NPDES Permit to separate its combined sewer overflow systems; and

**WHEREAS**, through Ordinance 17-60, City Council authorized the proper City official to execute an Ohio Environmental Protection Agency, Water Pollution Control Fund Loan for the planning, design, and/or construction of the R6 and R8-R11 Basin Sewer Separation Project; and

**WHEREAS**, the administration is prepared to advertise for bids and enter into a contract with 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 with the lowest and best bidder in the estimated amount of \$6,000,000 for construction of the R6 and R8-R11 Basin Sewer Separation Project, which shall be paid from the loan proceeds, and shall come from Line Item 613-5453-54464.

**SECTION TWO:** 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 MASON  
Mayor

**THIS LEGISLATION APPROVED  
AS TO FORM**

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

Community Development Committee  
Mark Baker, Chair

ORDINANCE NO. 2020- 55 Amended  
INTRODUCED BY COUNCIL

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

**WHEREAS**, an application has been duly made requesting a zone change from I-1 Light Industrial to A&E, Agriculture and Estate; and

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

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

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

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

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

From the existing zoning district of I-1, Light Industrial to A&E, Agriculture and Estate on Muskingum County Parcel Number 85-36-01-07-000 situated in the City of Zanesville, County of Muskingum, and State of Ohio.

**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.

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

**THIS LEGISLATION**  
**APPROVED AS TO FORM**  
  
\_\_\_\_\_  
**LAW DIRECTOR'S OFFICE**

**Attachment to Ord 2020-55 Exhibit "A"**

*Muskingum County Parcel #85-36-01-07-000 is Highlighted in Yellow*



**ORDINANCE NO. 2020 -14**

**AN ORDINANCE AUTHORIZING THE CITY TO ENTER INTO ENERGY SAVINGS CONTRACTS WITH ABM TECHNICAL SOLUTIONS, LLC.**

**WHEREAS**, The City of Zanesville's City Council (the "Council"), is authorized under Ohio Revised Code ("ORC") Section 717.02 to select a vendor for the purpose of developing an energy conservation report; and,

**WHEREAS**, Ordinance No. 19-77 authorized and directed the Mayor to enter into an agreement with the firm of ABM Technical Solutions, LLC for the provision of an energy conservation report; and,

**WHEREAS**, as a result of the energy conservation report, the Council has determined to undertake capital projects consisting of, but not limited to, all or some of the following: a guaranteed energy savings and conversion project, including the planning, design, purchase, acquisition, installation, construction, equipping and furnishing of energy savings repairs, renovations, upgrades and improvements to buildings and facilities operated by the City of Zanesville as funds are available to undertake and complete (the "Project"); and,

**WHEREAS**, in order to implement the Project, the Council proposes to enter into an Energy Savings Contract and an Energy Equipment Installation Contract with ABM Technical Solutions, LLC (the "Contracts"); and,

**WHEREAS**, the City is authorized under the Constitution and laws of the State of Ohio (the "State"), to enter into financing agreements (including lease obligations) to finance capital improvements for the governmental and miscellaneous functions of the City if so desired; and

**WHEREAS**, pursuant to the Contracts, the City Council desires to acquire certain equipment with a cost not to exceed \$11,800,000, constituting improvements at the various City facilities, and water metering infrastructure; and,

**WHEREAS**, the proposed improvements will result in an estimated savings in energy, maintenance, voided capital costs, opportunity cost, and operating expense of \$19,756,469 over twenty (20) years.

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

**SECTION 1.** That the Mayor be and hereby is authorized and directed to enter into agreements with the firm of ABM Technical Solutions, LLC for the provision of the aforementioned services.

**SECTION 2.** That the City Council finds that the amount of money to be spent on the Energy Conservation Measures is not likely to exceed the amount of money the City will save in energy, operating, maintenance, opportunity cost and voided capital costs over the average system life of the measures as specified in the energy conservation report.

**ORDINANCE NO. 2020 - 14**

**SECTION 3.** This ordinance shall take effect and be in force from and after its passage and publication according to law.

**PASSED:** \_\_\_\_\_, 2020

**ATTEST:** \_\_\_\_\_  
SUSAN CULBERTSON,  
Clerk of Council

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

**APPROVED:** \_\_\_\_\_, 2020

**THIS LEGISLATION APPROVED  
AS TO FORM**

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

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

<b>ABM Building Solutions, LLC</b>		<b>Annual Energy Unit Savings Agreement</b>	
<b>Proposal Date</b>	<b>Proposal</b>	<b>Agreement Number</b>	<b>Page</b>
January 19, 2020	JS200101	85050780	1 of 34
BY AND BETWEEN			
ABM Building Solutions, LLC 1817 O'Brien Rd. Columbus, OH 43228	AND	City of Zanesville 401 Market St. Zanesville, OH 43701	
Hereinafter: Contractor		Hereinafter: Customer	
<b>PROJECT DESCRIPTION AND LOCATION</b>			
<p>This Contract provides for certain on-going support services and Energy Unit Savings to be achieved in connection with the Work performed under the Bundled Energy Solutions Project Agreement Number 85050780 between ABM Building Solutions, LLC and The City of Zanesville dated January 19, 2020 ("BES Project Agreement") at City of Zanesville Facilities.</p> <p>Contractor will provide the on-going support services set forth in the Savings Guarantee set forth in Exhibit "B" subject to the terms and conditions set forth in Exhibits "A", "B", "C", "D" and "E" hereto.</p> <p>Beginning upon acceptance of the BES project and as an option to continue monitoring services the annual fee after year 5 of the contract will be \$58,979 There will be an automatic annual renewal of this contract, provided that this contract can be terminated at any time as set forth in Exhibit A. There is a 3% annual escalation on the fee. The annual fee is to be paid in annual installments to the contractor.</p> <p>This proposal is proprietary property of Contractor and is provided for Customer's use only subject to the requirements of the any applicable Open Records Acts. Customer shall notify Contractor of any request under applicable open records law and permit Contractor an opportunity to redact and/or respond. Contractor guarantees the price stated in this Agreement for thirty (30) days from proposal date above. The proposal will become a binding Agreement only after acceptance by Customer and approval by an officer of Contractor as evidenced by their signatures below. This Agreement, including all Exhibits and Attachments hereto, sets forth all the terms and conditions binding upon the parties hereto; and no person has authority to make any claim, representation, promise or condition on behalf of Contractor which is not expressed herein.</p>			
<b>ABM Building Solutions, LLC</b>		<b>The City of Zanesville</b>	
Signature (Authorized Representative)		Signature (Authorized Representative)	
<b>TOM WOODRUFF</b> <b>Senior VP of ABM Technical Solutions</b>			
Date		Date	

## General Terms and Conditions to Savings Agreement

1. Customer shall permit Contractor free and timely access to areas and equipment and allow Contractor to start and stop the equipment as necessary to implement the Savings Measurement & Verification Plan. All work by Contractor under this Agreement will be performed during normal working hours; except that no work will interfere with Customer's activities. **If Customer fails to permit Contractor free and timely access to areas and equipment, including controls, controls systems, and controls information, or alters such equipment, including the controls or controls system, the Guarantee set forth in this Agreement shall become void.**
2. **Insurance.** Contractor shall maintain the following insurance: 1) Commercial General Liability insurance with limits for bodily injury and property damage of not less than \$2,000,000 per occurrence, \$4,000,000 general aggregate; 2 ) Commercial Automobile Liability insurance with limits of liability for bodily injury and property damage of not less than \$5,000,000 combined single limit; 3) Workers' Compensation insurance with statutory limits and with an employer's liability limit of at least \$1,000,000 and 4) Excess liability limits of \$5,000,000 on above coverages. Contractor has the right to be self-insured where permitted by state law or to provide such coverage subject to a deductible or self-insured retention. Commercial General Liability and Automobile Liability policies shall apply on a primary and noncontributory basis and Customer shall be included as an additional insured under the General Liability and Automobile Liability policies, but only to the extent Customer is indemnified herein. Contractor, Customer and their insurers shall waive all rights of subrogation against one another for property damage claims. Upon request, Contractor will provide Customer with a certificate of insurance describing the coverage provided in accordance with these provisions and 30-day advance notice of cancellation/non-renewal will be provided.
3. Contractor agrees to indemnify Customer from and against any and all claims, losses, or liabilities for personal injuries or property damages, as well as costs and expenses incurred in the defense thereof (including reasonable attorney's fees), to the extent caused by Contractor's negligence, willful misconduct or other fault of Contractor in the performance of the Work under this Agreement.
4. Intentionally Omitted.
5. **LIMITATION OF LIABILITY.** EXCEPT TO THE EXTENT OF A PARTY'S INDEMNITY OBLIGATIONS FOR THIRD PARTY CLAIMS, UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF BUSINESS OPPORTUNITY OR LOSS OF PROSPECTIVE REVENUE, ARISING OUT OF THIS AGREEMENT OR ANY WORK PERFORMED OR TO BE PERFORMED HEREUNDER.
6. Contractor expressly disclaims any and all responsibility and liability for the indoor air quality of Customer's Premises, including without limitation injury or illness to occupants of the Premises or third parties, except to the extent of Contractor's adjudicated negligent acts or omissions or willful misconduct.
7. **Maintenance by Customer.** Customer shall perform the required maintenance for all of its equipment affecting the Energy Guarantee per the terms of such equipment's' manufacturer guidelines and standards. If Contractor determines in its sole reasonable discretion that such equipment has not been maintained

according to those guidelines and standards, Contractor may terminate this Agreement and void the Guarantee.

8. EXCEPT FOR THE WARRANTIES EXPRESSLY PROVIDED HEREIN, NO OTHER WARRANTIES, EXPRESS OR IMPLIED UNDER LAW, ARE PROVIDED, INCLUDING NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE EXPRESSLY DISCLAIMED.
9. **Termination Rights.** To the extent authorized under the applicable state and federal laws, regulations, ordinances or other requirements, Customer may terminate this Agreement upon thirty (30) days prior written notice. Contractor shall have the right to terminate this Agreement upon 1) a material breach by Customer (including a failure to pay any amounts owed) which remains uncured following thirty (30) days written notice or 2) if Customer's Premises is condemned or destroyed, in whole or in part and not promptly repaired or replaced in full. Upon termination, Contractor shall have no Guaranteed Energy Unit Saving obligations hereunder for any partial Measurement Years, nor shall Contractor have an obligation to refund any monthly payments made hereunder through the date of any such early termination and Customer shall have no obligation to make payments for future months.
10. **Dispute Resolution.** Any controversy, claim, counterclaim, or dispute between the parties (or their affiliates) arising out of or relating to this Agreement or the subject matter hereof (including, without limitation, any questions concerning the scope and applicability of this paragraph) shall be attempted to be resolved by one arbitrator in accordance with Commercial Arbitration Rules of the American Arbitration Association (or any successor to the functions thereof). The arbitrator shall apply the substantive laws of the state of Ohio. Any decision or award of the arbitrator shall be final, binding and conclusive on the parties to this Agreement. The parties agree that any action to compel arbitration pursuant to this Agreement, to confirm any decision or award of the arbitrator, or to enforce any other remedies which may be necessary to effectuate such decision or award, may be brought in the courts for the county of (or judicial districts for) Franklin County, Ohio and in connection with such action to compel the laws of that state (or, as applicable, the Federal Arbitration Act) shall control. The parties hereto hereby consent to the jurisdiction of the arbitrator and of such courts and waive any objection to the jurisdiction or venue of such arbitrator and courts.
11. **Payment & Price Escalation.** Payment shall be made within thirty (30) days of Customer's receipt of Contractor's invoice. If Contractor is providing recurring services, the parties agree that Contractor's compensation may be adjusted due to factors beyond its reasonable control, including but not limited to increases to minimum, prevailing or living wages, increases required by collective bargaining agreements, increases occasioned by government mandates including the Federal Affordable Care Act, increases to insurance costs and supply cost increases. For any such price increase to be effective, Contractor must provide written notice to Customer at least thirty (30) days in advance of the increase date. Should Customer determine that it does not wish to continue with the Agreement due to the anticipated price, Customer may terminate the Agreement upon thirty (30) days' written notice to Contractor.
12. **Confidentiality.** (a) As used herein, "Confidential Information" means all information, including this Agreement, that is furnished by a Discloser, its affiliates or subsidiaries, including, but not limited to: business agreements, business secrets, business information, business plans, financial and pricing information, business practices, financial statements and reports, project specifications, projections, schematics and

drawings, trade secrets, processes, materials, customer lists, supplier lists, sales volume, territories, markets, current, future or potential acquisitions, technical, production, operational, marketing or sales information or any and all other financial, business, organizational and technological information related to the Discloser's business and/or organization, whether or not such information is specifically marked "Confidential" or other similar legend. "Confidential Information" shall include all writings, notes, memoranda, media made by the Discloser or its employees, agents or servants with respect to such Confidential Information. Notwithstanding the foregoing, the following will not constitute Confidential Information for purposes of this Agreement: (a) information that is or becomes generally available to the public other than as a result of a disclosure by the Recipient or its Representatives, or (b) information that becomes available on a non-confidential basis from a source other than a party to this Agreement and if Recipient has no reason to believe such source was subject to any prohibition against transmitting such information.

(b) Recipient shall use the Confidential Information solely in connection with the Agreement and the Recipient shall not disclose the Confidential Information to any person other than directors, officers, employees, lenders, counsel, representatives or affiliates of Recipient, if any (collectively, "Representatives"), who need to know the Confidential Information in connection with the Agreement. It is understood that (i) such Representatives shall be informed by the Recipient of the confidential nature of the Confidential Information and the requirement that it not be used other than for the purposes described above, (ii) such Representatives shall be required to agree to and be bound by the terms of this Agreement with respect to the confidentiality of such Confidential Information as a condition of receiving the Confidential Information and (iii) in any event, the Recipient shall be responsible for any breach of this Agreement by any of its Representatives. The Confidential Information shall be safeguarded from unauthorized disclosure and shall not be used in any manner by any party except as may be necessary for the purposes set forth herein. The term "person" as used in this Agreement shall be broadly interpreted to include, without limitation, any corporation, company, partnership, individual or other entity.

(c) If the Recipient or its Representatives are requested or required (by oral question, interrogatories, requests for information or documents, subpoena, civil investigative demand, Ohio Open Records Law or similar process) to disclose any Confidential Information, the Recipient will promptly notify Discloser of such request or requirement so that Discloser may seek an appropriate protective order or waiver in compliance with the provisions of this Agreement. If, in the absence of a protective order or the receipt of a waiver hereunder, the Recipient or its Representatives are, in the written opinion of counsel, compelled to disclose the Confidential Information or else stand liable for contempt or suffer other censure or significant penalty, the Recipient may disclose only such of the Confidential Information to the party compelling disclosure as is required by law.

(d) The obligations under this Section will survive any termination or expiration of this Agreement indefinitely.

13. **No Partnership.** Nothing in this Agreement shall (i) be deemed to constitute a partnership in law between the parties, (ii) constitute any party the agent of the other for any purpose or (iii) entitle any party to commit or bind the other (or any member of its respective group) in any manner.
14. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

15. **Entire Agreement and Disclaimer of Reliance.** This Agreement constitutes the entire understanding and agreement of the parties with respect to its subject matter and any and all prior agreements, understandings or representations with respect to its subject matter in this agreement terminated and canceled in their entirety and are of no further force or effect. The parties represent that they have not relied on any promise, representation, or warranty, express or implied, not contained in this Agreement, and any such reliance is hereby disclaimed.
16. **No Third-Party Rights.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties and their respective successors and assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third person to any party to this Agreement, nor shall any provision give any third person any right of subrogation or action over or against any party to this Agreement.
17. **Legal Capacity.** Each of the parties and signatories to this Agreement has the full right, power, legal capacity and authority to enter into and perform the party's respective obligations under this Agreement, and no approvals or consents of any other person are necessary in connection with that authority.
18. **Successors and Assigns.** All of the terms and provisions contained in this Agreement shall inure to the benefit of and shall be binding upon the parties to this Agreement and their respective heirs, legal representatives, successors and assigns. No party may assign, transfer, or novate any of its rights and obligations either in whole or in part to any other person or entity without the written consent of the other.
19. **Further Assurances.** Each of the parties to this Agreement shall execute and deliver any and all additional papers, documents and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of their obligations under this Agreement to carry out the intent of the parties to this Agreement.
20. **Intentionally Omitted.**
21. **Independent Counsel.** All of the parties warrant and represent that they have been advised that they should be represented by counsel of their own choosing in the preparation and analysis of this Agreement; that they have been represented by independent counsel or have had the opportunity to be represented by independent counsel; and that they have read this Agreement with care and believe that they are fully aware of and understand its contents and its legal effect.

## General Terms and Conditions of Water Meter Accuracy

1. Customer shall permit Contractor timely access to areas and equipment and allow Contractor to test meters as necessary to implement the Savings Measurement & Verification Plan. All work by Contractor under this Agreement will be performed during normal working hours; except that no work will interfere with Customer's or Customer's Client's activities.
  
2. The insurance required of the Contractor under this Agreement shall include, but not be limited to, the following types of insurance and coverages, and shall be written for not less than the following limits of liability.

TYPE OF INSURANCE	LIMIT OF LIABILITY	
<u>Commercial General Liability (CGL)</u>	\$4,000,000.00	General Aggregate
	\$2,000,000.00	Each Occurrence
	\$2,000,000.00	Products and Completed Operations
	\$2,000,000.00	Damage to Rented Premises – each occurrence
	\$2,000,000.00	Medical Expense (any one person)
	\$2,000,000.00	Personal and Adv. Injury
<u>Automobile Liability</u>	\$5,000,000.00	Combined Single Limit (ea. accident)
<u>Excess/Umbrella Liability</u>	\$2,000,000.00	Each Occurrence
	\$2,000,000.00	Aggregate
<u>Workers Compensation</u>	Statutory	E.L. Each Accident
	\$1,000,000.00	E.L. Disease – Ea. Employee
	\$1,000,000.00	E.L. Disease – Policy Limit
	\$1,000,000.00	

- a. All liability insurance that is required of the Contractor, including, without limitation, the Commercial General Liability insurance, the Automobile Liability insurance, and the umbrella or excess insurance, shall name the Customer, including its officers, elected officials, employees, and volunteers, as Additional Insureds, but only to the extent required by and in accordance with the terms of this contract. All insurance required to be maintained by Contractor hereunder shall contain a waiver of subrogation endorsement in favor of Customer.
  
- b. Certificates of insurance in an ACORD form and naming the Customer, including its officers, elected officials, employees, and volunteers, as Additional Insureds shall be filed with the Customer prior to commencement of this Agreement and thereafter upon renewal or replacement of each required policy of insurance. The Contractor agrees that the required insurance policies shall not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Customer.
  
- c. Contractor's failure to meet the insurance requirements contained in this Agreement shall constitute a breach of contract.
  
3. CONTRACTOR AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS CUSTOMER, ITS OFFICERS, DIRECTORS, ITS AGENTS AND ITS EMPLOYEES (COLLECTIVELY, "PARTIES

INDEMNIFIED") FROM AND AGAINST ANY AND ALL CLAIMS, SUITS, LOSSES, OR LIABILITIES FOR DAMAGES, PERSONAL INJURIES (INCLUDING DEATH) OR PROPERTY DAMAGES, AS WELL AS COSTS AND EXPENSES INCURRED IN THE DEFENSE THEREOF, INCLUDING REASONABLE ATTORNEY'S FEES, EXPERT WITNESS FEES AND COURT COSTS, ARISING OUT OF, OR RESULTING FROM THE PERFORMANCE OF THE WORK UNDER THIS AGREEMENT, PROVIDED THAT ANY SUCH CLAIM, SUIT, LOSS, OR LIABILITY FOR DAMAGES, PERSONAL INJURIES, PROPERTY DAMAGE, LOSS OR EXPENSE IS CAUSED, IN WHOLE OR IN PART, BY (1) ANY INTENTIONAL OR NEGLIGENT ACT OR OMISSION OF THE CONTRACTOR OR THE CONTRACTOR'S AGENT, EMPLOYEE OR SUBCONTRACTOR OF ANY TIER, (2) THE FAULT OF THE CONTRACTOR OR THE CONTRACTOR'S AGENT, EMPLOYEE OR SUBCONTRACTOR OF ANY TIER, (3) THE BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, OR RULE BY THE CONTRACTOR OR THE CONTRACTOR'S AGENT, EMPLOYEE OR SUBCONTRACTOR OF ANY TIER, OR (4) THE BREACH OF CONTRACT OF THE CONTRACTOR OR THE CONTRACTOR'S AGENT, EMPLOYEE OR SUBCONTRACTOR OF ANY TIER. THE CONTRACTOR'S OBLIGATION TO INDEMNIFY, DEFEND, AND HOLD HARMLESS UNDER THIS AGREEMENT SHALL BE IN EFFECT REGARDLESS OF WHETHER OR NOT ANY SUCH CLAIM, SUIT, LOSS, OR LIABILITY FOR DAMAGES, PERSONAL INJURIES, PROPERTY DAMAGE, LOSS OR EXPENSE IS CAUSED IN PART BY THE NEGLIGENCE OF A PARTY OR PARTIES INDEMNIFIED HEREUNDER, EXCEPT THAT THE CONTRACTOR'S OBLIGATION SHALL BE LIMITED TO THE COMPARATIVE FAULT OF THE CONTRACTOR OR THE CONTRACTOR'S AGENT, EMPLOYEE OR SUBCONTRACTOR OF ANY TIER AS DETERMINED BY THE TRIER OF FACT.

4. Customer's Termination Right: Customer may terminate this Agreement upon thirty (30) days prior written notice. Should such termination occur on a date other than at the beginning of a Measurement Year, Contractor shall have no Guaranteed Meter Accuracy obligations hereunder for a partial year. Contractor shall have no obligation to refund any monthly payments made hereunder through the date of any such early termination and customer shall have no obligation to make payments for future months.

5. MISCELLANEOUS PROVISIONS:

- 5.1 If any provision or part of this Agreement is held to be illegal, invalid, or unenforceable under any present or future law or regulation, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement. The remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance.
- 5.2 Intentionally Omitted.
- 5.3 Unless the context of this Agreement otherwise clearly requires, references to the plural include the singular, the term "including" is not limiting and the terms "hereof," "herein," "hereunder" and similar terms in this Agreement refer to the Agreement as a whole and not to any particular provision thereof, unless stated otherwise.
- 5.4 **Notice.** All notices required to be given under this Agreement must be in writing unless otherwise noted. Any notice required or permitted to be given under this Agreement shall be deemed delivered, whether or not actually received, three days after it is deposited in the U.S. Mail, when sent by certified mail, return receipt requested, postage prepaid, and correctly addressed to the party at the address provided in this Agreement. Notice given in any other manner shall be deemed delivered when actually received. Either party may change its address for notice by giving notice of the change of address in accordance with this provision.

## Exhibit A Definitions to Savings Agreement

1. **Actual Energy Use:** For a given Measurement Year, the actual energy consumption of the Premises, based on the Factors Affecting Energy Use.
2. **Agreement or Contract:** The Annual Energy Unit Savings Agreement.
3. **Base Energy Rates:** The units of dollars per energy unit per Measurement Year, as developed from the Baseline Energy Use. The Base Energy Rates are identified in Exhibit D.
4. **Baseline Energy Use:** The Baseline Energy Use is the standard against which energy savings will be measured. Initially it is obtained by measuring the average energy consumption at Customer's Premises prior to work performed by Contractor under the Project Agreement: specifically, July 2018 through and including June 2019. It shall be established by Contractor after identification and consideration of, and controlling for, the Factors Affecting Energy Use. It is understood that in the event of changes in Factors Affecting Energy Use, the Baselines will be revised from time to time as detailed in this Contract. In addition, data collected during the period before construction may indicate a change of the energy use pattern at the Premises and require a change to the Baselines. Contractor shall notify the Customer, in writing, of all such changes.
5. **Contractor** shall mean ABM Building Solutions, LLC 1817 O'Brien Columbus, OH 43228
6. **Customer** shall mean City of Zanesville 401 Market St. Zanesville, OH 43701
7. **Energy Unit Savings Term:** A period of five (5) years or until the termination of this agreement, whichever comes first.
8. **Energy Unit Savings:** The energy conservation savings in units of energy, power, water, etc., achieved in a given Measurement Year through the reduction in energy consumption, demand, energy rates, maintenance, or materials. Such units may include kW, kWh, MCF, MMBTU, Gallons, and are more specifically identified in Exhibit D. For a given Measurement Year, after taking into account any reconciliations, it is equal to the Baseline Energy Use minus the Actual Energy Use.
9. **Excess Savings:** For each Measurement Year in which the Energy Unit Savings exceed the Guaranteed Unit Savings, the value of the difference is the "Excess Savings."
10. **Factors Affecting Energy Use:** Operations, use type, hours and levels of occupancy, occupant population, adjustments in labor force, building use, operational procedures, temperature, climate, weather, humidification, ventilation levels and rates, installed lighting and scheduled use, building construction and size, general level of repair and efficiency of heating and air conditioning equipment and other energy-using equipment, amount of heating and air conditioning and other energy-using equipment, plug loads, schedule, or any other variable that may significantly change the base energy load profile. The Factors Affecting Energy Use are not limited only to those factors that are within Customer's control.

11. **Guaranteed Energy Unit Savings:** The amount of anticipated energy savings as compared to the Baseline Energy Use, expressed in units of energy, power, water, etc., which Contractor is guaranteeing under this Agreement as set forth in more detail in Exhibit D.
12. **M&V Commencement Date:** The first day of the month following the completion of both:
  - a. The signed Certificate of Final Completion of the Project in accordance with the Project Agreement; and
  - b. Contractor's receipt of all payments due and owing under the BES Project Agreement.
13. **Measurement Year:** Each twelve (12) month period beginning with the M&V Commencement Date.
14. **Pre-M&V Savings:** Prior to the M&V Commencement Date, if the Project results in any Energy Unit Savings for such period, such savings are the "Pre-M&V Savings."
15. **Premises:** The facility(ies), property(ies), or equipment, as applicable that is the subject of the Energy Conservation Measures taken in connection with this Agreement and the Project Agreement, set forth in more detail in Exhibit D.
16. **Project Agreement:** the agreement governing the Project by and between Contractor and Customer.
17. **Project:** The Bundled Energy Solution project performed by Contractor for the Customer pursuant to the Project Agreement.
18. **Savings Measurement & Verification Plan:** Contractor's process of preparing reports, taking on-site measurements, monitoring building automation systems, and/or any additional work to quantify Energy Unit Savings for the purpose of meeting the Guaranteed Energy Unit Savings as identified in Exhibit D. Contractor's measurement and verification activities shall not include maintenance of the Project or record keeping related to such maintenance, which shall be the sole responsibility of Customer.

## **Definitions to Annual Water Meter Accuracy**

1. **This Agreement:** shall mean this Annual Water Meter Accuracy Agreement.
2. **Annual Guarantee Period or Measurement Year:** shall mean the consecutive twelve (12) month period beginning with the M&V Commencement Date.
3. **AWWA:** is the American Water Works Association and reference is made to Water Meters – Selection, Installation, Testing, and Maintenance – Manual of Water Supply Practices M6, 4th edition, c1999
4. **Baseline:** is the description that defines the baseline water volume use and facilities, systems, or equipment operations and characteristics, and environmental conditions that are to be used as the benchmark for determining normalization factors to be used in the determination of Measured System Average Accuracy.

5. **Baseline Dates:** shall mean the start and end dates determining the Baseline. The Baseline Dates shall be June 2018 to May 2019
6. **Initial Base Water Rates:** The “Base Water Rates” are the units of dollars per billed water unit developed from the Baselines and are identified in Exhibit D and shall be used by Contractor to calculate the initial Financial Benefit.
7. **Contractor** shall mean and include ABM Building Solutions, LLC,
8. **Customer** shall mean City of Zanesville 401 Market St. Zanesville, OH 43701
9. **Equipment** shall mean those meters and systems where operational cost savings and Financial Benefit will be realized.
10. **Financial Benefit:** The Financial Benefit, having units of dollars (\$), are those monies achieved through the increase in water meter accuracy, reduction in maintenance, materials, or materials replacement calculated using the Initial Base Water Rates from Exhibit “D” or the actual rates, whichever results in greater Financial Benefit.
11. **Guarantee Term:** The “Guarantee Term” shall be for a maximum of five (5) Years or until the termination of this agreement.
12. **M&V Commencement Date:** “M&V Commencement Date” shall be the first day of the month following both:
  - a. The signed Certificate of Final Completion of the Project in accordance with the Energy Services Agreement, and
  - b. Contractor’s receipt of all payments due and owing under the BES Project Agreement.
13. **Project:** The District-wide Meter Replacement Project performed by Contractor for the Customer pursuant to the BES Project Agreement.
14. **Measurement & Verification (M&V) Plan:** Contractor’s process of preparing reports, taking on-site measurements, and/or any additional work to quantify Weighted Average Meter Accuracy for the purpose of meeting the Guaranteed Weighted Average Meter Accuracy as identified in Exhibit D. Contractor’s measurement and verification activities as identified in Exhibit E shall not include any additional work.

## **Exhibit B**

### **Energy Unit Savings Guarantee**

1. The annual Energy Unit Savings will be calculated using standard computerized auditing procedures, as described herein, which compares the Baseline Energy Use with that of the Actual Energy Use during the applicable Measurement Year. Published degree days will be used in the auditing process to allow for differences of weather conditions between the Baseline Energy Use dates and the Measurement Year.
2. Except to the extent of any annual maintenance program with the Contractor, the Customer shall be solely responsible to maintain the Project in a manner consistent with the manufacturer's or Contractor's recommended maintenance schedules and procedures, maintain all records associated with such maintenance, and upon request of the Contractor, provide copies of such records thereof. Such maintenance shall be a condition precedent to this Savings Guarantee. Contractor may, if it deems necessary, inspect the Premises from time to time to implement its Savings Measurement & Verification Plan.
3. For the purpose of determining Actual Energy Use and Energy Unit Savings, Contractor shall prepare reports, take on-site measurements, monitor building automation systems, and/or additional work as required by and detailed in its Savings Measurement & Verification Plan.
4. The Customer acknowledges and consents to Contractor's right to monitor Actual Energy Use, Energy Unit Savings, Factors Affecting Energy Use, and energy management performance by conducting on-site measurements, including, but not limited to, reading meters and installing and observing on-site monitoring equipment. The Customer shall cooperate fully with any such measures instituted by Contractor pursuant to this Subsection. Contractor shall not institute any measures that unreasonably interfere with the business of Customer conducted at the Customer's location.
5. For the purpose of determining Actual Energy Use and Energy Unit Savings, Customer shall cooperate with Contractor by providing utility bills and other applicable information and maintenance records, changes in Factors Affecting Energy Use, and/or additional information as requested by Contractor personnel.
6. Savings Guarantee: Subject to changes in the Factors Affecting Energy Use, Contractor guarantees that the Customer will realize total Energy Unit Savings during the Energy Unit Savings Term not less than the Guaranteed Savings set forth in Exhibit D.
7. Guarantee Payment: Should the sum of Customer's Energy Unit Savings for a given Measurement Year be less than the Guaranteed Energy Unit Savings for that Measurement Year, Contractor shall pay to the Customer, within 30 days of the acceptance of the annual Energy Unit Savings report, the difference between the Guaranteed Energy Unit Savings for such year and the Energy Unit Savings for that Measurement Year, with such amount not to exceed the Guaranteed Energy Unit Savings amount set forth in Exhibit D (the "Guarantee Payment"). The difference shall be converted from units of energy to dollars (\$) by use of the Base Energy Rates or the actual energy rates in effect during the Measurement Year, whichever results in a lesser Guarantee Payment. If in the judgment of the Customer, Customer would benefit from additional energy services or energy saving retrofits, Customer and Contractor may mutually agree upon such services or retrofits in lieu of the Guarantee Payment. For the purposes of this Contract,

such services or retrofits actually delivered by Contractor will be considered a Guarantee Payment for that Measurement Year. There shall be no carryover with respect to either Excess Savings or negative Energy Unit Savings for any Measurement Year into future Measurement Years; provided, however, that any Pre-M&V Savings shall be credited towards the Guaranteed Energy Unit Savings for the first Measurement Year.

8. Changes in Factors Affecting Energy Use

- a. The Customer shall notify Contractor in writing within ten (10) business days of any change in any Factor Affecting Energy Use. Contractor will determine the effect that any such change would have had on the obligations and rights under this agreement (such as changes to the Energy Unit Savings, Baseline Energy Use, etc....) and present to the Customer a written analysis of the effects of the changes. Changes that are long term or permanent will be reflected in a change to the Baseline Energy Use. Temporary changes that affect energy use will be calculated and added to or subtracted from the corresponding month's Energy Unit Savings.
- b. If a change in any of the Factors Affecting Energy Use occurs and results in a reduction of Energy Unit Savings, then the Guaranteed Energy Unit Savings shall be reduced accordingly.

9. Customer and Contractor may from time to time desire to make changes to the Project infrastructure for the express purpose of increasing Energy Unit Savings. It is agreed that these changes will only be made with the written consent of both parties, which will not be unreasonably withheld. The Baseline Energy Use will not be adjusted to reflect any changes agreed to under this subparagraph without the mutual agreement of the parties, except that if Contractor elects to pay for the cost of any such changes that would not unreasonably interfere with the conduct of Customer's business, and the Customer does not consent to such changes, then the Baseline Energy Use will be increased by the amount of savings projected from the changes.

10. When the Project's effect on savings cannot be accurately determined for any given period of time due to construction or other major changes to the Premises, Projected Energy Unit Savings will be used in lieu of Energy Unit Savings for the corresponding period of time.

11. Contractor has the right to charge the Customer for work required to assess the effect on Baseline Energy Use for any large-scale changes, including, but not limited to, building additions, new buildings, and new or changed HVAC equipment, that require more than forty (40) hours per year to be spent in calculating their effect on the Energy Unit Savings. Such hours will be billed at current Contractor engineering rates. Current rates for engineering are based at \$90/hr. starting in March 2020 and shall be escalated at 4% annually for the years following years guaranteed not to exceed \$155/hr. in 2030. Before initiating such work, Contractor will notify the Customer in writing of the intent and cost associated with the work. The Customer will, within 45 days in writing, notify Contractor with permission to proceed or, alternatively at no charge, to stipulate that the Guaranteed Energy Unit Savings for the existing Premises in question be used for the purpose of calculating the Energy Unit Savings. If Contractor does not receive written notice within 45 days, the Guaranteed Energy Unit Savings for the existing Premises in question will be used as Energy Unit Savings until such time that the Customer approves the work, as long as the scope of the work has not changed.

12. If the Customer fails to notify Contractor of changes in Factors Affecting Energy Use or fails to supply Contractor with requested information that is required for any calculations required hereunder in a timely manner, the Energy Unit Savings for the period will be equal to the Guaranteed Energy Unit Savings for the period. If information for the period in question is supplied at a later date, the Energy Unit Savings for that period will be retroactively modified only if the actual Energy Unit Savings for that period of time exceed the Guaranteed Energy Unit Savings.
13. Any changes made by Contractor to the Baseline Energy Use, Actual Energy Use, or Energy Unit Savings calculations, as outlined in this Agreement, shall be presented in writing to the Customer. The Customer shall have 30 days to approve or question the changes in writing. Contractor will work with the Customer to answer any questions or make any necessary corrections. Any changes that are made shall become Exhibit "G" to this agreement.
14. The Customer agrees that Contractor shall have the right, with or without prior notice, to inspect the Premises to determine if the Customer is in compliance with its obligations as set forth herein. In the event that any inspection discloses that the Customer has failed on the date of the inspection to be in compliance with any items set forth herein, then the Guaranteed Energy Unit Savings shall be assumed to have been achieved for and with respect to the portion of the Measurement Year during which such failure shall have existed.

### **Water Meter Accuracy Guarantee**

1. The annual Weighted Average Meter Accuracy will be calculated by testing a statistically valid sample of water meters and following AWWA testing procedures, as described herein, which compare the Customer's Weighted Average Meter Accuracy during the baseline period before implementation of the Project ("Baseline Conditions") with that of the Weighted Average Meter Accuracy during the applicable Annual Guarantee Period. The Annual Guarantee Period for Customer shall commence upon the date of substantial completion. These dates may be adjusted, subject to Customer's approval in writing, based on final project completion and Customer sign off of project completion.
2. Except to the extent of any annual maintenance program with the Contractor, the Customer shall be solely responsible to maintain the Project in a manner consistent with the manufacturer's or Contractor's recommended maintenance schedules and procedures, maintain all records associated with such maintenance, and upon request of the Contractor, provide copies of such records thereof. Contractor may, if it deems necessary, inspect the Equipment from time to time to implement its Measurement & Verification Plan.
3. For the purpose of determining Weighted Average Meter Accuracy, Contractor shall prepare reports, perform water meter accuracy testing, and/or additional work as required by and detailed in its Measurement & Verification Plan.
4. The Customer acknowledges and consents to Contractor's right to monitor Weighted Average Meter Accuracy by conducting water meter accuracy testing. The Customer shall cooperate with any such measures instituted by Contractor pursuant to this Subsection. Contractor shall not institute any measures that unreasonably interfere with the business of Customer conducted at the Customer's location, or the Customer's Client's locations. Contractor will use its best efforts to minimize any disruption to Customer's operations.

5. For the purpose of determining Weighted Average Meter Accuracy, Customer shall cooperate with Contractor by providing applicable information and maintenance records, changes in factors affecting equipment use, and/or additional information as requested by Contractor personnel.
6. Water Meter Accuracy Guarantee: Subject to changes in the Factors, Contractor guarantees that the Customer will realize total Weighted Average Meter Accuracy during the Guarantee Term of not less than the Guaranteed Weighted Average Meter Accuracy set forth in the Contract.
7. Guarantee Payment: Should the Customer's total Weighted Average Meter Accuracy during the Measurement Year be less than the Guaranteed Weighted Average Meter Accuracy for that year, Contractor guarantees that it shall pay to the Customer, within 30 days of the acceptance of the annual Weighted Average Meter Accuracy report, the pro-rated amount of the calculated penalty, not to exceed the Maximum Annual Shortfall Allowable set forth in the Contract. If in the judgment of the Customer, Customer would benefit from additional services or retrofits, Customer and Contractor may mutually agree in writing upon such services or retrofits in lieu of the Guarantee Payment. Any such agreement for the purposes of this Agreement, such services or retrofits actually delivered by Contractor will be considered a Guarantee Payment for the Measurement Year.
8. Excess Savings:
  - a. For the Measurement Year, if the Weighted Average Meter Accuracy exceed the Weighted Average Meter Accuracy, the Excess Financial Benefit shall be the value of the difference and is added to the measurement year in which the excess Financial Benefit occurred. The Contractor will not apply excess savings to future or past years to offset any short falls.
  - b. The Financial Benefit resets to zero each Measurement Year whether there is excess Financial Benefit, or a check paid for meter accuracy shortfall.
9. Changes in Factors Affecting Meter Accuracy
  - a. The Customer shall notify Contractor in writing within ten (10) business days of any significant change in any Factor that affects the Baselines as set forth herein. Contractor will determine the effect that any such change will have on the Base Rates and/or Weighted Average Meter Accuracy and present to the Customer a written analysis of the effects of the changes, together with proposed changes to the Baselines for the Customer's consideration and agreement. Agreed-upon changes that are long term or permanent will be reflected in a change to the Base Rates. Agreed- upon temporary changes that affect meter accuracy will be calculated and added to or subtracted from the corresponding Weighted Average Meter Accuracy.
  - b. If a significant change in any of the Factors involved in the Baseline occurs and the parties mutually agree in writing that it results in a reduction of Weighted Average Meter Accuracy, then the Weighted Average Meter Accuracy to be guaranteed by Contractor will be decreased by the same amount.
10. If the Customer fails to notify Contractor of changes in Factors affecting meter accuracy or fails to supply Contractor with requested information that is required in a timely manner, Weighted Average Meter Accuracy for the period will be set equal to the target and M&V activities will then shift to the next year activities and will not be revisited. If information for the period in question is supplied at a later date, the Weighted Average Meter Accuracy will be modified only if the Weighted Average Meter Accuracy for the period exceed the Weighted Average Meter Accuracy for the previous period of time.
11. The Customer agrees that Contractor shall have the right, upon reasonable notice, to inspect the equipment to determine if the Customer is in compliance with its obligations as set forth herein. Contractor

shall provide in writing a detailed account of each and every item of asserted non-compliance. If the Customer disagrees with the Contractor's determination, the two parties will attempt to amicably resolve the matter. If an amicable resolution cannot be reached, the dispute will be submitted to an agreed third-party mediator who will attempt to mediate an agreement between the Contractor and the Customer. If an agreement cannot be reached at mediation, then the Parties may litigate their dispute in the mandatory venue provided herein.

## **Exhibit C**

### **Miscellaneous Terms and Conditions**

#### **1. Savings Derivation**

Guaranteed Energy Unit Savings will be derived from new and retrofitted mechanical equipment, controls, light fixture retrofits, new utility rate structures, lighting specifications and efficiency improvements as generated by new and retrofitted mechanical equipment as listed in Attachment A of the Client Bundled Energy Solutions Project Agreement #85050780. Guaranteed Energy Unit Savings related to the lighting retrofit are incorporated into the annual Guaranteed Energy Unit Savings set forth in Exhibit "D".

#### **2. Baseline Conditions**

Baseline Conditions is defined as the set of conditions that determined Customer's energy consumption during the period of July 2018 through June 2019, before implementation of the Project. The Guaranteed Energy Unit Savings are based on consistent utility consumption patterns in the future as compared to the Baseline Conditions, with adjustments made for non-performing devices made operational as per building code requirements.

The Guaranteed Energy Unit Savings set forth in Exhibit "D" are based on the Factors, as they are at the time this Agreement is executed. New facility heating or air conditioning loads and major increases in building occupancy will be adjusted for according to the effect on original criteria.

#### **3. International Performance, Measurement, and Verification Protocol**

(IPMVP) Option A

Option A has been selected for this retrofit due to the high confidence with which the ECM-specific savings may be determined. Installed components and locations will not vary if the end-user maintains the system appropriately, and operating hours are not projected to change after the project is implemented. Savings are determined by field measurement of the key performance parameter(s) which define the energy use of the ECM's affected system(s) and/or the success of the project. Measurement frequency ranges from short-term to continuous, depending on the expected variations in the measured parameter, and the length of the reporting period. Parameters not selected for field measurement are estimated. Estimates can be based on historical data, manufacturer's specifications, or engineering judgment. Ongoing actual measurements may or may not be used in this verification technique depending on whether the predicted savings and/or volatility of the measures implemented warrant the expenditure on additional field measurements. In the case of one-time measurements (commonly referred to as "pre/post"), the calculated post-installation savings will be stipulated for the full term of the guarantee. Visual inspection of this equipment is typically recommended to ensure less efficient equipment has not been installed after the project. The applicable plan will be identified in Exhibit D for each ECM

#### **4. Run Times / Conditions**

##### **Building Standard of Comfort**

The design space temperatures for heating are 68 to 70 degrees or less; the design space temperatures for cooling are 72 to 74 degrees or more. Where applicable, the control system will be set to achieve the nominal design space temperature for heating or cooling.

##### **Baseline Operating Parameters**

##### **Lighting Retrofit Savings**

Power consumption before they are retrofitted and afterward shall be measured, and the reduction shall be used to represent the actual power savings for each retrofitted fixture.

Light Energy Unit Savings shall be calculated assuming the operating/burn time hours specified below:

Location	Burn Hour Group	Burn Hours
City Hall	Basement Storage	5,096
City Hall	Breakroom	4,443
City Hall	City Council	260
City Hall	Conference Room	1,040
City Hall	Copy Room	1,560
City Hall	Electrical Mechanical	260
City Hall	Hallway	4,363
City Hall	Janitor Closet	520
City Hall	Lobby	4,363
City Hall	Night Light	8,760
City Hall	Open Office	2,808
City Hall	Private Office	2,080
City Hall	Private Office	2,311
City Hall	Restroom	2,839
City Hall	Stairwell	4,363
City Hall	Storage	520
Eppley Fire Station	Attic Storage	104
Eppley Fire Station	Dorm	728
Eppley Fire Station	Equipment Storage	1,456
Eppley Fire Station	Garage	2,184
Eppley Fire Station	Hallway	1,842
Eppley Fire Station	Kitchen	3,536
Eppley Fire Station	Lounge	229
Eppley Fire Station	Private Office	2,184
Eppley Fire Station	Rare Use Storage	260
Eppley Fire Station	Restroom	2,658
Eppley Fire Station	Storage	728
Garages	Garage	1,110
Garages	Equipment Storage	1,040
Garages	Hallway	2,580
Garages	Kitchen	1,560
Garages	Lobby	2,080
Garages	Private Office	1,342
Garages	Restroom	2,650
Garages	Storage	260
Leonard Fire Station	Dorm	1,460
Leonard Fire Station	Electrical Mechanical	364
Leonard Fire Station	Equipment Storage	1,460

Leonard Fire Station	Exit Signs	8,760
Leonard Fire Station	Garage	728
Leonard Fire Station	Hallway	756
Leonard Fire Station	Janitor Closet	728
Leonard Fire Station	Kitchen	3,534
Leonard Fire Station	Lounge	2,920
Leonard Fire Station	Low Use	260
Leonard Fire Station	Night Light	8,760
Leonard Fire Station	Private Office	1,794
Leonard Fire Station	Rare Use Storage	364
Leonard Fire Station	Restroom	5,750
Leonard Fire Station	Stairwell	756
Leonard Fire Station	Training Room	1,460
Leonard Fire Station	Workshop	2,184
New Water Building	Not in Use	260
Parks and Rec	Breakroom	1,240
Parks and Rec	Emergency	8,760
Parks and Rec	Equipment Storage	520
Parks and Rec	Garage	520
Parks and Rec	Night Light	8,760
Parks and Rec	Private Office	1,427
Parks and Rec	Rare Use Storage	104
Parks and Rec	Restroom	213
Parks and Rec	Storage	520
Police Annex	Basement Storage	260
Police Annex	Conference Room	520
Police Annex	Currently Unoccupied	260
Police Annex	Elevator	8,760
Police Annex	Evidence Area	1,560
Police Annex	Gym	6,505
Police Annex	Hallway	5,359
Police Annex	Lobby	2,080
Police Annex	Polygraph	520
Police Annex	Private Office	2,046
Police Annex	Restroom	4,113
Police Annex	Stairwell	520
Police Annex	Storage	520
Police Annex	Training Room	520
Police Annex	Workshop	520
Safety Building	24/7	8,760

Safety Building	Breakroom	2,058
Safety Building	Cell	5,200
Safety Building	Conference Room	728
Safety Building	Copy Room	1,460
Safety Building	Courtroom	1,560
Safety Building	Day Rooms	5,200
Safety Building	Dorm	374
Safety Building	Electrical Mechanical	364
Safety Building	Exit Signs	8,760
Safety Building	Garage	2,826
Safety Building	Hallway	3,640
Safety Building	Hallway	4,766
Safety Building	Interview Room	728
Safety Building	Janitor Closet	728
Safety Building	Kitchen	4,987
Safety Building	Laundry	1,460
Safety Building	Locker Room	2,490
Safety Building	Med Room	1,460
Safety Building	Multipurpose Room	728
Safety Building	Night Light	8,760
Safety Building	No Use	0
Safety Building	Open Office	2,060
Safety Building	Private Office	3,387
Safety Building	Rare Use	364
Safety Building	Rare Use Storage	364
Safety Building	Rec Room	364
Safety Building	Restroom	1,460
Safety Building	Restroom	3,426
Safety Building	Sally Port	728
Safety Building	Stairwell	4,766
Safety Building	Storage	728
Safety Building	Training Room	728
Safety Building	Visitation	260
Safety Building	Workshop	2,184
Secret Auditorium	Auditorium	520
Secret Auditorium	Conference Room	520
Secret Auditorium	Dressing Rooms	520
Secret Auditorium	Electrical Mechanical	260
Secret Auditorium	Hallway	2,080
Secret Auditorium	Lobby	170

Secret Auditorium	Lounge	560
Secret Auditorium	Private Office	2,141
Secret Auditorium	Reception Area	520
Secret Auditorium	Restroom	376
Secret Auditorium	Stairwell	1,040
Secret Auditorium	Storage	260
Secret Auditorium	Ticket Counter	520
Traffic	Breakroom	1,062
Traffic	Garage	520
Traffic	Hallway	10
Traffic	Parts Storage	520
Traffic	Private Office	383
Traffic	Restroom	260
Traffic	Storage	260
Garages- Vehicle Maintenance	Garage	1,110
Garages- Vehicle Maintenance	Breakroom	1,560
Garages- Vehicle Maintenance	Exit Signs	8,760
Garages- Vehicle Maintenance	Hallway	2,580
Garages- Vehicle Maintenance	Parts Storage	2,080
Garages- Vehicle Maintenance	Private Office	1,342
Garages- Vehicle Maintenance	Restroom	2,650
Garages- Vehicle Maintenance	Storage	520
Wastewater Treatment Plant	Garage	895
Wastewater Treatment Plant	Breakroom	1,204
Wastewater Treatment Plant	Electrical Mechanical	260
Wastewater Treatment Plant	Elevator	8,760
Wastewater Treatment Plant	Equipment Rooms	3,219
Wastewater Treatment Plant	Hallway	1,379
Wastewater Treatment Plant	Janitor Closet	520
Wastewater Treatment Plant	Lab	3,218
Wastewater Treatment Plant	Lobby	1,353
Wastewater Treatment Plant	Locker Room	1,273
Wastewater Treatment Plant	Open Office	2,600
Wastewater Treatment Plant	Private Office	1,297
Wastewater Treatment Plant	Private Office	2,080
Wastewater Treatment Plant	Restroom	2,704
Wastewater Treatment Plant	Stairwell	1,379
Wastewater Treatment Plant	Storage	520
Wastewater Treatment Plant	Workshop	1,560
Water Tower	Rare Use Storage	104

Water Treatment	Breakroom	1,336
Water Treatment	Chemical Storage	520
Water Treatment	Conference Room	520
Water Treatment	Electrical Mechanical	260
Water Treatment	Hallway	6,149
Water Treatment	Lab	5,429
Water Treatment	Lobby	2,600
Water Treatment	Locker Room	3,936
Water Treatment	Night Light	8,760
Water Treatment	Open Office	2,080
Water Treatment	Plant	520
Water Treatment	Private Office	396
Water Treatment	Restroom	1,040
Water Treatment	Stairwell	520
Water Treatment	Storage	520
Water Treatment	Workshop	1,560
City Hall	Exterior	4,368
Eppley Fire station	Exterior	4,368
Garage	Exterior	4,368
Leonard Fire Station	Exterior	4,368
Parks and Rec	Exterior	4,368
Police Annex	Exterior	4,368
Safety Building	Exterior	4,368
Secrest Auditorium	Exterior	4,368
Stadium	Stadium	364
Traffic	Exterior	4,368
Vehicle Maintenance	Exterior	4,368
Wastewater Treatment Plant	Exterior	4,368
Water Treatment	Exterior	4368

#### HVAC

HVAC Occupied hours are listed in the following table:

##### City Hall

SUN	MON	TUES	WED	THURS	FRI	SAT
None	7am-5pm	7am-5pm	7am-5pm	7am-5pm	7am-5pm	None

##### Fire Station -Eppley

SUN	MON	TUES	WED	THURS	FRI	SAT
24/7	24/7	24/7	24/7	24/7	24/7	24/7

##### Fire Station -Leonard

SUN	MON	TUES	WED	THURS	FRI	SAT
24/7	24/7	24/7	24/7	24/7	24/7	24/7

Street Maintenance/Sanitation

SUN	MON	TUES	WED	THURS	FRI	SAT
None	7am-5pm	7am-5pm	7am-5pm	7am-5pm	7am-5pm	None

Police Annex

SUN	MON	TUES	WED	THURS	FRI	SAT
None	7am-5pm	7am-5pm	7am-5pm	7am-5pm	7am-5pm	None

Safety Building

SUN	MON	TUES	WED	THURS	FRI	SAT
24/7	24/7	24/7	24/7	24/7	24/7	24/7

Secret Auditorium

SUN	MON	TUES	WED	THURS	FRI	SAT
None	7am-5pm	7am-5pm	7am-5pm	7am-5pm	7am-5pm	None

Light/Traffic Building

SUN	MON	TUES	WED	THURS	FRI	SAT
None	7am-5pm	7am-5pm	7am-5pm	7am-5pm	7am-5pm	None

Vehicle Maintenance

SUN	MON	TUES	WED	THURS	FRI	SAT
None	7am-5pm	7am-5pm	7am-5pm	7am-5pm	7am-5pm	None

Waste Water Treatment Plant

SUN	MON	TUES	WED	THURS	FRI	SAT
24/7	24/7	24/7	24/7	24/7	24/7	24/7

Water Treatment Plant

SUN	MON	TUES	WED	THURS	FRI	SAT
24/7	24/7	24/7	24/7	24/7	24/7	24/7

**5. Water Meter Accuracy Guarantee**

ABM's Guarantee is based solely upon water meter accuracy as determined by testing a statistically valid random sample of water meters operating under normal conditions, which have been replaced pursuant to the contract. No guarantee, express or implied, is provided with respect to any other matters, including, without limitation, the following items (and the effects thereof):

- a. water system revenue
- b. water usage/consumption trends
- c. water rationing programs
- d. demographic and/or population shifts
- e. changes in the industrial or commercial base
- f. regulatory changes
- g. droughts, floods, rainfall, or other weather or climactic conditions
- h. water system pressure variations
- i. non-metered water usage
- j. failure to collect amounts due for billable consumption

- k. changes in monthly base charges, monthly allowable minimum base consumption, or monthly
- l. volume charges
- m. changes to water and sewer rate schedules
- n. water quality
- o. failure of the water system to meet governmental requirements
- p. improper maintenance or unsound usage of the Improvement Measures or any related equipment
- q. performance of automatic meter reading equipment

**6. Water Meter Accuracy Shortfalls**

In the event that the Measured Weighted System Accuracy in any Guarantee Year is less than the Guaranteed Accuracy required for that Guarantee Year, ABM shall, compensate Customer the amount of any such Shortfall, in such form as agreed to by the parties, limited by the value of the annual guarantee, within thirty (30) days. Resulting compensation shall be ABM's sole liability for any Shortfall in the Guaranteed Accuracy.

The Shortfall for the missed year is equal to:

$$(Current\ year\ Guaranteed\ Accuracy - current\ year\ Measured\ Weighted\ System\ Accuracy) * (Penalty\ per\ Percentage\ Point\ Value)$$

Where, the maximum annual Shortfall is limited to the (Maximum Annual Shortfall Allowable).

Penalty per Percentage Point of Accuracy Missed shall be as follows:

Guarantee Year	Per point Penalty
Year 1	\$ 80,168
Year 2	\$ 80,168
Year 3	\$ 80,168
Year 4	\$ 80,168
Year 5	\$ 80,168

Total penalty will be calculated based on the above table using increments of 0.1% of deviation from accuracy target.

Maximum Annual Shortfall Allowable shall be as follows:

Guarantee Year	Maximum Annual Shortfall
Year 1	\$564,606
Year 2	\$564,606
Year 3	\$564,606
Year 4	\$564,606
Year 5	\$564,606

## Exhibit D

### 1. Annual Guaranteed Energy Unit Savings- Buildings

Client Baseline – Current Energy Use

Electric kWh – 2,206,142 kWh

Natural Gas – 10,203 MMBTU

Contractor will guarantee the following annual reduction of kWh, MMBTU of Natural Gas

Energy Unit Savings

Electrical Savings 522,194 kWh

Natural Gas Savings 1,092 MMBTU

INITIAL BASE ENERGY RATES\*\*:

Building / Facility	Elec (\$/kWh)	Nat Gas (\$/MMBTU)
City Hall	\$ 0.095	\$ 8.0
Fire Station - Eppley	\$ 0.106	\$ 5.7
Fire Station - Leonard	\$ 0.087	\$ 8.4
Water/Sewer	\$ 0.191	\$ 7.3
Parks & Rec - Main Building	\$ 0.100	\$ 5.6
Street Maintenance/Sanitation	\$ 0.135	\$ 8.1
Police Annex	\$ 0.089	\$ 8.6
Safety Building	\$ 0.082	\$ 6.8
Secrest Auditorium	\$ 0.108	\$ 7.2
Light/Traffic Building	\$ 0.112	-
Vehicle Maintenance/Water Maintenance	\$ 0.099	\$ 10.0

\*\* Base energy rate will escalate at 3% annually

1. Projected Utility Savings: \$ 59,167
2. Agreed Upon Operational and Cost Avoidance Savings \$ 41,204

## 2. Annual Guaranteed Energy Unit Savings- Wastewater Treatment Plant

Client Baseline – Current Energy Use

Electric kWh – 8,886,180 kWh

Natural Gas – 473 MMBTU

Contractor will guarantee the following annual reduction of kWh, MMBTU of Natural Gas

Energy Unit Savings

Electrical Savings 130,558 kWh

**INITIAL BASE ENERGY RATES\*\*:**

Building / Facility	Elec (\$/kWh)	Nat Gas (\$/MMBTU)
Wastewater Treatment Plant	\$ 0.083	\$ 9.2

\*\* Base energy rate will escalate at 3% annually

\*\* Base energy rate will escalate at 3% annually

3. Projected Utility Savings: \$ 10,866
4. Agreed Upon Operational and Cost Avoidance Savings \$ 186,834

### 3. Water Meter Accuracy Guarantee and Baseline Conditions

Contractor will guarantee the annual water meter accuracy of the meters replaced as part of this project as listed in Attachment A Scope of Work of the District-wide Meter Replacement and Services Upgrades Project Agreement. Payments for shortfalls will be calculated based on the stipulated baseline billed water consumption and the weighted average meter accuracy as described below:

**New Meter Accuracy Guarantee, Annual**

Meter Size	Guarantee Year	Guaranteed Accuracy
5/8"	Year 1-5	98.5%
3/4"	Year 1-5	98.5%
1"	Year 1-5	98.5%
1.5"	Year 1-5	98.5%
2"	Year 1-5	98.5%
Large Meters (>3 inches)	Year 1-5	98.5%

If the guarantee is extended beyond the initial 5-year term, the accuracy guarantee will align with manufacturer specification for each meter size

**Baseline Conditions:**

The baseline billed annual water consumption for the water meters is 1,285,052 CCF, from June 2018 through May 2019 based on consumption data provided by City of Zanesville. This baseline consumption shall be used to calculate the annual financial benefit for the remainder of the guarantee term. Consumption by Meter size is listed in the following table:

Size	Consumption (CCF)	% of Total CCF
5/8" X 3/4"	569269	44.30%
3/4"	1065	0.08%
1	71263	5.55%
1- 1/2"	5093	0.40%
2"	238801	18.58%
3"	185838	14.46%
4"	146195	11.38%
6"	67381	5.24%
8"	147	0.01%
10"	0	0.00%
<b>Total</b>	<b>1,285,052</b>	<b>100.00%</b>

Baseline Water Rates\*\*:

Service Code	Rate Code	Base up to 2 ccf	2 ccf to 48 ccf	Over 48 ccf
100 - WATER	1 - INSIDE CITY	\$11.70	\$3.50	\$3.00
100 - WATER	2 - OUTSIDE CITY	\$17.55	\$5.25	\$4.50
100 - WATER	7 - MULTI-INSIDE	\$21.00	\$3.50	\$3.00
100 - WATER	8 - MULTI-OUTSIDE	\$17.55	\$5.25	\$4.50
100 - WATER	8-C - MULTI COM OUT	\$31.50	\$5.25	\$4.50
100 - WATER	1-C - INSIDE CITY COM	\$21.00	\$3.50	\$3.00
100 - WATER	1-CMI - COM MIN INSIDE	\$21.00		
100 - WATER	1-C-W+ - INSIDE CITY COM-NOT SHARED WITH SEWER	\$21.00	\$3.50	\$3.00
100 - WATER	1-RMI - RES MIN INSIDE	\$11.70		
100 - WATER	2-C - OUTSIDE CITY-COM	\$31.50	\$5.25	\$4.50
100 - WATER	2-CW+ - OUTSIDE CITY COM-NOT SHARED WITH SEWER	\$31.50	\$5.25	\$4.50
100 - WATER	2-CMO - COM MIN OUTSIDE	\$31.50		
100 - WATER	2-RMO - RES MIN OUTSIDE	\$17.55		
100 - WATER	7-C - MULTI COM UNITS	\$21.00	\$3.50	\$3.00
100 - WATER	7-RB - MULTI-INSIDE RESIDENTIAL/BUSINESS	\$11.70 / \$21.00	\$3.50	\$3.00

Service Code	Rate Code	Tier 1 ( \$/CCF)	Tier 2 (\$/CCF)
400 - SEWER	0 - MULTI RES IN	\$ 3.66	
400 - SEWER	1 - BUSINESS IN	\$ 4.29	\$ 3.20
400 - SEWER	3 - RESIDENTIAL IN	\$ 3.66	
400 - SEWER	3A - RESIDENTIAL IN WATER+NO SEW	\$ 3.66	
400 - SEWER	4 - RESIDENTIAL OUT	\$ 5.49	
400 - SEWER	5 - MULTI RES IN	\$ 3.66	\$ -
400 - SEWER	8 - BUSINESS OUT	\$ 6.44	\$ 4.80
400 - SEWER	8-GLASS - BUSINESS OUT-GLASS	\$ 6.44	\$ 4.80
400 - SEWER	10 - BUS NO MIN	\$ 4.29	\$ 3.20
400 - SEWER	A - MO M RES OUT	\$ 5.49	
400 - SEWER	UC - MO COMBO 1-R1-B	\$ 3.66	

\*\* Base water/sewer rate will escalate at 3% annually

**Baseline Meter Accuracy:**

Baseline meter accuracy was determined by testing a random sample of meters currently in service. A total of 333 meters were tested by Rainbow Municipal Water District. The breakdown of tested meters by meter size is as follows:

Meter Size	Quantity
5/8 inch	69
1 inch	58
2 inch	25
3 inch	22
4 inch	10
6 inch	10

Each meter was tested per AWWA guidelines at multiple flow rates representing low, medium, and high flow scenarios. The accuracy at each flow rate was then weighted by the AWWA recommended ratio of 15% low flow, 70% medium flow, and 15% high flow. The individual flow accuracies were then added together to determine the weighted accuracy of each individual meter. Following is a sample calculation:

*Individual Weighted Meter Accuracy*

$$IWMA = (LFWF * LFA) + (MFWF * MFA) + (HFWF * HFA)$$

Where:

- IWMA* = Individual Weighted Average Meter Accuracy, in percent.
- LFWF* = Low flow rate weighting factor = 0.15 per AWWA standard M6.
- LFA* = Low flow accuracy in percent, per meter testing data.
- MFWF* = Medium flow rate weighting factor = 0.70 per AWWA standard M6.
- MFA* = Medium flow accuracy in percent, per meter testing data.
- HFWF* = High flow rate weighting factor = 0.15 per AWWA standard M6.
- HFA* = High flow accuracy in percent, per meter testing data.

The sample set was then sorted by meter size and the results averaged to determine an average tested accuracy per meter size. The average tested meter accuracy by meter size is listed in the table below:

<b>Meter Size</b>	<b>Baseline Overall Weighted Accuracy</b>
5/8 inch	96.10%
1 inch	93.10%
2 inch	92.60%
Large Meters	Weight Accuracy 84.19%

Adjustments to Guaranteed Performance- If all or a portion of the proposed scope of work cannot be implemented due to site conditions or Customer requirements, Guaranteed Performance will be adjusted equitably.

**Financial Summary**

Using the above initial Baseline Rates, Consumption, Weighted System Accuracy, and the annual Guaranteed Weighted System Accuracy, the projected Financial Benefit, Operational Savings, and Capital Avoidance Savings for Measurement Year One is \$ **751,440**

The year one breakdown is as follows:

- |   |                   |
|---|-------------------|
| 1. <b>Meter Accuracy Financial Benefit</b>                  | <b>\$ 564,606</b> |
| 2. <b>Agreed Upon Operational &amp; Maintenance Savings</b> | <b>\$ 186,834</b> |

Meter Accuracy Financial Benefit shall be calculated using the escalated Water Rates or actual water rates, whichever results in greater Financial Benefit. Financial Benefit will be calculated at the end of each Agreement year using the same methodology as was employed to determine the Financial Benefit in the Analysis Report.

**Projected Operational / Maintenance Savings**

The following dollar savings/cost avoidance values have been agreed to by both parties and will occur as a result of the installation of the project. The sum of these savings/cost avoidance values for each guarantee year will be added to the Financial Benefit for each specific year as noted and will therefore be deemed achieved upon execution of this Agreement

<u>Fiscal Year</u>	<u>O&amp;M Savings</u>
Year 1-20	\$ 186,834

## **Exhibit E**

### **Measurement & Verification**

ABM and the Agency agree that the Verified Savings will be determined using the following Measurement and Verification Plan. Through this plan, the Guaranteed Savings generated by the ECM installed in the Facilities will be verified.

Measurement & Verification Plan: ABM and the Agency agree that the Verified Savings by ECM will be determined using the following Measurement & Verification plans further described in this section. Through this plan, the guaranteed savings generated by the ECMs installed in the Facilities will be validated. The M&V methodologies proposed for these ECMs are based on industry standard Measurement and Verification Guidelines.

During the term of the Agreement, ABM may adjust energy savings due to changes in the standards and comforts as described in Exhibit C, building occupancy, weather data, and utility rate schedules, etc. The unit costs of energy will be applied to the energy savings calculated by this M&V plan

The following is a brief overview of the measurement and verification methodologies applicable to the Improvement Measures set forth below. ABM shall apply these methodologies, as more fully detailed in the guidelines and standards of the International Measurement and Verification Protocol (IPMVP) and/or the Federal Energy Management Program (FEMP), in connection with the provision of M&V Services hereunder.

#### **OPTION A: PARTIALLY MEASURED RETROFIT ISOLATION**

Measured Project Benefits are determined by partial field measurement of the energy use of the system(s) to which an Improvement Measure was applied separate from the energy use of the rest of the facility. Measurements will be short-term with only one-time measurements before and after the Installation Period.

Partial measurement means that some but not all parameters will be measured. Careful review of the design and installation of Improvement Measures is intended to demonstrate that the stipulated values fairly represent the probable actual values. Engineering calculations using short-term pre and post-retrofit measurements and stipulations are used to calculate Measured Project Benefits for the duration of the Guarantee Term.

The M&V plan for this project does not include a utility bill comparison (known as Option C or Whole Facility monitoring). In this case, Option C would not be cost-effective, requiring extensive ongoing review of equipment not impacted by this project. The ECM's within this Project will generate energy savings that are expected to have minimal variation, so Retrofit Isolation will provide the appropriate level of cost/benefit to the Agency.

**Measurement and Verification Activities**

The table below details the selected IPMVP protocols for the ECMs identified in this project

Measure	M&V Activity Description
Lighting & Controls	<p>Baseline: Lighting on/off loggers were used to verify the annual burn hours and will be stipulated for the term of the guarantee. Measure the kW for a sample set of fixture types representing 75% of the total connected load.</p> <p>Post-Installation: Measure the kW for a sample set of fixture types representing 75% of the total connected load. The test results will be used to verify the projected post-installation kW/fixture values proposed in the contract and will be used in lieu of annual performance period measurements for the term of the guarantee.</p> <p>Ongoing M&amp;V: Annual visual inspection of fixtures and replacement inventory.</p>
Transformer	<p>Baseline: Transformer energy wastage was calculated based on the transformed type and age</p> <p>Post-installation: Savings will be deemed achieved upon verification of proper installation of new transformers.</p> <p>Ongoing: Annual visual inspection of all scope items.</p>
HVAC Armor	<p>Baseline: Baseline energy usage was calculated based on the EER shown in the appendix</p> <p>Post-Installation: Savings will be deemed achieved based on verification of Armor application and RSO addition. Historical test results from previous application are used to estimate typical savings</p>
HVAC Equipment Replacement	<p>Baseline: Name plate efficiency of the equipment de-rated based on the age</p> <p>Post-Installation: Post installation operational verification of the HVAC equipment. Savings will be deemed based on confirmation that equipment specifications meet design</p>
BAS Upgrades	<p>Baseline: Data Loggers were used to confirm the runtime of the equipment and that data was extrapolated for the entire year to calculate the base energy usage</p> <p>Post-Installation: Key parameters such as set points and schedules will be reviewed to verify that are aligned with the standards of comfort listed in Exhibit B. Should the customer choose to deviate from the design, the full calculated savings amount will be claimed, and any deviation will be quantified and provided in the savings report for informational purposes.</p> <p>On-going: If remote access is provided, buildings schedules will be verified against the scheduled in Exhibit C. No further calculations will be done.</p>

### **Measurement & Verification of Water Meters**

Measurement & Verification Plan: Through this plan, the guaranteed accuracy of the water meters included in the installed scope of work will be validated. The objective of the plan is to quantify the Annual Measured Weighted System Accuracy and compare it to the specific Guaranteed Weighted System Accuracy.

ABM's Guarantee is based solely upon water meter accuracy as determined by testing a statistically valid random sample of water meters operating under normal conditions, which have been replaced pursuant to the contract. No guarantee, express or implied, is provided with respect to any other matters, including, without limitation, the following items (and the effects thereof):

- water system revenue
- water usage/consumption trends
- water rationing programs
- demographic and/or population shifts
- changes in the industrial or commercial base
- regulatory changes
- droughts, floods, rainfall, or other weather or climactic conditions
- water system pressure variations
- non-metered water usage
- failure to collect amounts due for billable consumption
- changes in monthly base charges, monthly allowable minimum base consumption, or monthly volume charges
- changes to water and sewer rate schedules
- water quality
- failure of the water system to meet governmental requirements
- improper maintenance or unsound usage of the Improvement Measures or any related equipment
- performance of automatic meter reading equipment
- performance of cellular network or other factors impacting data transmission

Baseline and New meter accuracy to be used from Exhibit D

The difference between the guaranteed Meter Accuracy and the baseline Accuracy will be applied to the baseline billed consumption (provided by RMWD) to calculate the potential financial benefit to City of Zanesville. The calculation will be performed per account to apply the increase in accuracy to the monthly baseline consumption to determine the potential total annual financial benefit.

The maximum annual shortfall as described in Exhibit C of the Contract will be the maximum ABM annual financial obligation to City of Zanesville

Annually, ABM will test a statistically valid random sample of meters to determine the weighted average new meter accuracy. The sample size will be based on a statistical formula utilizing 80% confidence, 20% precision and a Coefficient of Variation (Cv) of 0.5. The quantity of meters tested is outlined in the following table:

Size	5/8"	3/4"	1"	1-1/2"	2" + 2C	3"	4"	6"	8"	10"
<b>Total Population</b>	12023	21	378	22	114	33	21	6	2	3
<b>Test Freq.</b>	Annual	Annual	Annual	Annual	Annual	Annual	Annual	Annual	Annual	Annual
<b>Sample Test Size</b>	11	8	11	8	11	9	8	6	2	3

Meter sizes below 2" will be removed from service and tested on a calibrated test bench. Meter sizes 2" and above will be field tested in place. Tested meters will be returned to the District and restocked to supply replacement meters for subsequent years testing.

Repeat measurements and reporting will be provided annually if Customer renews annual M&V contract. City of Zanesville and ABM agree that the number of meters shown in the District-wide Meter Replacement Project Agreement Attachment "A" Scope of Work constitutes the entire system eligible for upgrades and therefore influences increased billable gallons.

Meter accuracy guarantee is contingent upon Customer providing required manufacturer routine and preventative maintenance on meters.

ABM Building Solutions, LLC		Bundled Energy Solutions Project Agreement	
Proposal Date	Proposal	Agreement Number	Page
January 19, 2020	JS200101	85050780	1 of 63
BY AND BETWEEN			
ABM Building Solutions, LLC 1817 O'Brien Rd Columbus, OH 43228	AND	City of Zanesville 401 Market St Zanesville, OH 43701	
Hereinafter: Contractor		Hereinafter: Customer	
<b>PROJECT DESCRIPTION AND LOCATION</b>			
<p>Professional Services for energy efficiency improvements for The City of Zanesville, which are individually listed on Attachment A – Scope of Work. Contractor will provide all professional services; engineering; design; procurement; and installation of the infrastructure improvements indicated in Attachment A – Scope of Work (the “Work”), to deliver a complete installation. All Work will be subject to the terms and conditions set forth on Exhibits A and B and Appendix A and B hereto.</p> <p>The purchase price for the Work will be \$11,590,985. The work performed under this Agreement will be substantially complete and ready for Customer’s beneficial use within 18 months of Customer’s acceptance and Contractor’s approval of this Agreement. Customer’s acceptance and obligations hereunder are contingent upon and subject to the Customer obtaining financing satisfactory to Customer within forty-five (45) days hereof. Upon timely notification by Customer to Contractor of the inability to obtain financing satisfactory to Customer, this Agreement shall be null and void.; Otherwise, if Customer obtains satisfactory financing or fails to notify Contractor, then this Agreement shall become the valid obligations of both Contractor and Customer.</p> <p>This proposal is proprietary property of Contractor and is provided for Customer’s use only, subject to the requirements of any applicable Open Records Acts. Contractor guarantees the price stated in this Agreement for forty-five (45) days from proposal date above. The proposal will become a binding Agreement only after acceptance by Customer and approval by an officer of Contractor as evidenced by their signatures below. This Agreement, including all Exhibits, Attachments and Appendices hereto, sets forth all the terms and conditions binding upon the parties hereto; and no person has authority to make any claim, representation, promise or condition on behalf of Contractor which is not expressed herein.</p>			
<b>ABM Building Solutions, LLC</b>		<b>The City of Zanesville</b>	
Signature (Authorized Representative)		Signature (Authorized Representative)	
<b>TOM WOODRUFF</b> <b>Senior VP of ABM Technical Solutions</b>			
Date		Date	

## Exhibit A

### Terms and Conditions to Project Agreement

The term "Contractor" shall mean and include **ABM Building Solutions, LLC, 1817 O'Brien Rd Columbus, OH 43228**

The term "Customer" shall mean and include **The City of Zanesville, 401 Market St. Zanesville, OH 43701**

The term "Agreement" shall mean the Project Agreement these Terms and Conditions accompany and to which these Terms and Conditions are expressly made a part of.

1. Contractor warrants that the materials and workmanship provided by the Contractor under this Agreement will be free from defects for a period of 12 months after Customer's acceptance or beneficial use of the systems or any portion thereof, whichever is earlier, provided that the Contractor is given prompt written notice of the defect. In addition, if any replacement part or item of equipment proves defective, Contractor will extend to Customer the benefits of any warranty Contractor has received from the manufacturer. Contractor agrees to act on behalf of the Customer for purposes of processing any warranty claims against applicable manufacturers. Such obligation includes only administrative processing and not enforcement. Notwithstanding the above, with regard to the water meters that Contractor will be installing under this Agreement, Customer agrees to look solely to the manufacturer for any warranty claims and shall interact with the manufacturer directly and Contractor will have no involvement or responsibility for warranty claims related to the water meters. Contractor agrees to respond to emergency warranty claims of Customer within 24 hours of call from Customer. Customer shall permit only Contractor's personnel or manufacturer's agent to perform the warranty work unless expressly authorized herein. If Contractor responds to a warranty call made at Customer's request and inspection indicates a condition which is not covered under this Agreement, Contractor may charge Customer at the hourly rate for such services. EXCEPT FOR THE WARRANTIES EXPRESSLY PROVIDED HEREIN, NO OTHER WARRANTIES, EXPRESS OR IMPLIED UNDER LAW, ARE PROVIDED, INCLUDING NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE EXPRESSLY DISCLAIMED. Customer expressly assumes the risk of, and agrees to hold Contractor harmless from, damage or liability that results from Customer's selection of lighting equipment, whether lights, bulbs, ballasts, or otherwise, or water meters, including the water meter endpoints, that are installed under this Agreement.
2. Equipment that is to be replaced shall maintain a high standard of quality. The Customer shall review all product and manufacturer cut sheets on new equipment that is to be installed. The following shall be a minimum standard of equipment:
  - o All equipment provided will meet or exceed the minimum efficiency standards as set forth by the Department of Energy and will comply with all applicable EPA regulations.
  - o Badger Water Meters with Cellular Endpoints
3. Contractor shall provide a Performance Bond and Payment Bond in the full amount of the contract price \$11,574,056. The costs for said bonds shall be included in the contract price. The Payment and performance Bonds shall be issued by a surety company authorized to do business in the State of Ohio, having a financial strength rating by A.M. Best Company of "A -" or better and shall be delivered to

Customer prior to Contractor ordering any materials or requesting any payment under the terms of this contract. Contractor shall cause the surety company to add First Security Finance as co-obligee on each Surety Bond and shall deliver a certified copy of each Surety Bond to First Security Finance.

4. Customer shall permit Contractor free and timely access to areas and equipment and allow Contractor to start and stop the equipment as necessary to perform the Work. All Work under this Agreement will be performed during the Contractor's normal working hours; except that no Work will interfere with Customer's normal business activities. Contractor shall perform background checks on all employees and sub- contractors who will be working on school property. Contractor agrees to comply with any request from Customer to remove any employee or sub-contractor from school property to the extent permitted by applicable law or collective bargaining agreements.
5. Contractor and Customer agree that all Work required for the Project, including that of all other contractors and subcontractors for the Customer, if applicable, shall be performed in accordance with a schedule of construction activities prepared by Contractor in advance of their commencement. Contractor shall provide a detailed schedule of its activities, their relationship to other activities, and their access requirements and durations, and Contractor agrees to perform such activities with as little disruption to Customer's normal operation as possible. The schedule shall be based upon commencement and completion dates stated in this Agreement. Contractor shall be entitled to an extension of contract time in the event the Work or any part thereof is delayed by any cause beyond Contractor's reasonable control. Such causes include but are not limited to: acts of God or public enemy; compliance with any order, decree, or request of any government authority; acts of declared or undeclared war; sabotage; fire; floods; adverse weather conditions; explosions; accidents; riots; strikes; labor disputes; inability to obtain necessary materials or equipment from normal sources of supply; or any other cause not within the reasonable control of the Contractor.
6. Should Customer and Contractor mutually agree in writing to reduce the scope of work outlined in this agreement, Contractor shall reimburse Customer for work not performed at project completion as mutually agreed upon in writing. If in the judgment of the Customer, Customer would benefit from additional services or retrofits, Customer and Contractor may mutually agree in writing upon such services or retrofits in lieu of reimbursement payment.
7. Any alteration to, or deviation from, this Agreement involving extra work, cost of materials, or labor will become an extra charge (fixed price amount to be negotiated, or on a time-and-material basis at Contractor's rates then in effect) over the sum stated in this Agreement; and must be approved in advance and in writing by Customer, and Customer shall not incur any such extra charge as a result of any negligent act or omission by Contractor.
8. Contractor will not be required to move, replace, or alter any part of the building structure in the performance of this Agreement except as specifically provided for herein.
9. This Agreement does not include responsibility for repair or replacement necessitated by freezing weather, electric power failure, low voltage, burned-out main or branch fuses, low water pressure, vandalism, misuse or abuse of the system(s), requirements of governmental, regulatory or insurance agencies, or other causes beyond control of Contractor.

10. Customer shall make available to Contractor's personnel all pertinent Safety Data Sheets (SDS) pursuant to OSHA's Hazard Communication Standard Regulations.
11. **Asbestos Containing-Materials and Other Hazardous Materials:** Contractor's obligation under this Agreement does not include the identification, abatement or removal of any asbestos products or other hazardous substances. In the event such products or substances are encountered, Contractor's sole obligation will be to notify the Customer of the existence of such products and materials. Contractor shall have the right thereafter to suspend its Work until such products and materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted.
12. **Insurance.** Contractor shall maintain the following insurance: 1) Commercial General Liability insurance with limits for bodily injury and property damage of not less than \$2,000,000 per occurrence, \$4,000,000 general aggregate; 2 ) Commercial Automobile Liability insurance with limits of liability for bodily injury and property damage of not less than \$5,000,000 combined single limit; 3) Workers' Compensation insurance with statutory limits and with an employer's liability limit of at least \$1,000,000 and 4) Excess liability limits of \$5,000,000 on above coverages. Contractor has the right to be self-insured where permitted by state law or to provide such coverage subject to a deductible or self-insured retention. Commercial General Liability and Automobile Liability policies shall apply on a primary and noncontributory basis and Customer shall be included as an additional insured under the General Liability and Automobile Liability policies, but only to the extent Customer is indemnified herein. Contractor, Customer and their insurers shall waive all rights of subrogation against one another for property damage claims. Upon request, Contractor will provide Customer with a certificate of insurance describing the coverage provided in accordance with these provisions and 30-day advance notice of cancellation/non-renewal will be provided. **Customer will carry a policy of builder's risk insurance on each building while then subject to the Work, including extended coverage, with limits equal to the replacement value of such building, including equipment installed thereon under this Agreement. Customer shall cause Contractor and its subcontractors to be included as additional insureds under such policy.**
13. Contractor agrees to indemnify, defend, and hold harmless Customer from and against any and all third-party claims, losses, or liabilities for personal injuries or property damages, as well as costs and expenses incurred in the defense thereof (including reasonable attorney's fees), to the extent caused by Contractor's negligence, willful misconduct or other fault of Contractor in the performance of the Work under this Agreement.
14. Intentionally Omitted.
15. **LIMITATION OF LIABILITY.** EXCEPT TO THE EXTENT OF A PARTY'S INDEMNITY OBLIGATIONS FOR THIRD PARTY CLAIMS, UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF BUSINESS OPPORTUNITY OR LOSS OF PROSPECTIVE REVENUE, ARISING OUT OF THIS AGREEMENT OR ANY WORK PERFORMED OR TO BE PERFORMED HEREUNDER.

16. Contractor shall not be liable for any delay, loss, damage or detention caused by acts of God or public enemy; compliance with any order, decree, or request of any government authority; acts of declared or undeclared war; sabotage; fire; floods; adverse weather conditions; explosions; accidents; riots; strikes; labor disputes; inability to obtain necessary materials or equipment from normal sources of supply to the extent such liability is unforeseeable; or any other cause not within the reasonable control of the Contractor.
17. Contractor expressly disclaims any and all responsibility and liability for the indoor air quality of Customer's facility, including without limitation injury or illness to occupants of the facility or third parties, except to the extent of Contractor's adjudicated negligent acts or omissions or willful misconduct. However, nothing contained in the previous sentence shall be construed to affect any specific representation or responsibility of the contractor in regard to the indoor air quality or improvement thereto regarding any facility of the Customer as specifically set forth in this agreement and any attachments or exhibits hereto.
18. Contractor shall have the right to terminate this Agreement upon 1) a material breach by Customer which remains uncured following thirty (30) days written notice or 2) if Customer's facility or the Equipment is condemned or destroyed, in whole or in part and not promptly repaired or replaced in full. Upon such a termination, all obligations of Contractor and the Customer (other than the obligation to make payments already due and payable under this Agreement) will immediately cease.
19. **Dispute Resolution:** Any controversy, claim, counterclaim, or dispute between the parties (or their affiliates) arising out of or relating to this Agreement or the subject matter hereof (including, without limitation, any questions concerning the scope and applicability of this paragraph) shall be attempted to be resolved by mediation. If the mediation fails to resolve the controversy, it shall be finally settled by arbitration held in Franklin County, Ohio with one arbitrator in accordance with Commercial Arbitration Rules of the American Arbitration Association (or any successor to the functions thereof). The arbitrator shall apply the substantive laws of the state of Ohio. Any decision or award of the arbitrator shall be final, binding and conclusive on the parties to this Agreement. The parties agree that any action to compel arbitration pursuant to this Agreement, to confirm any decision or award of the arbitrator, or to enforce any other remedies which may be necessary to effectuate such decision or award, may be brought in the courts for the county of (or judicial districts for) Franklin County, Ohio and in connection with such action to compel the laws of that state (or, as applicable, the Federal Arbitration Act) shall control. The parties hereto hereby consent to the jurisdiction of the arbitrator and of such courts and waive any objection to the jurisdiction or venue of such arbitrator and courts.
20. If applicable, any tax benefits, rebates or deductibles such as, but not limited to, those under section 179D of the Internal Revenue Code regarding the Energy Policy Act of 2005 are assigned to Contractor as part of this Agreement. Customer will use commercially reasonable efforts to assist with executing any necessary documents for Contractor to obtain such benefits.
21. **Payment.** Payment shall be made within thirty (30) days of Customer's receipt of Contractor's invoice. Contractor may terminate this Agreement if any outstanding amounts remain unpaid after delivering thirty (30) days' notice to cure to Customer.

22. **Confidentiality.** (a) As used herein, "Confidential Information" means all information, including this Agreement, that is furnished by a Discloser, its affiliates or subsidiaries, including, but not limited to: business agreements, business secrets, business information, business plans, financial and pricing information, business practices, financial statements and reports, project specifications, projections, schematics and drawings, trade secrets, processes, materials, customer lists, supplier lists, sales volume, territories, markets, current, future or potential acquisitions, technical, production, operational, marketing or sales information or any and all other financial, business, organizational and technological information related to the Discloser's business and/or organization, whether or not such information is specifically marked "Confidential" or other similar legend. "Confidential Information" shall include all writings, notes, memoranda, media made by the Discloser or its employees, agents or servants with respect to such Confidential Information. Notwithstanding the foregoing, the following will not constitute Confidential Information for purposes of this Agreement: (a) information that is or becomes generally available to the public other than as a result of a disclosure by the Recipient or its Representatives, or (b) information that becomes available on a non-confidential basis from a source other than a party to this Agreement and if Recipient has no reason to believe such source was subject to any prohibition against transmitting such information.

(b) Recipient shall use the Confidential Information solely in connection with the Agreement and the Recipient shall not disclose the Confidential Information to any person other than directors, officers, employees, lenders, counsel, representatives or affiliates of Recipient, if any (collectively, "Representatives"), who need to know the Confidential Information in connection with the Agreement. It is understood that (i) such Representatives shall be informed by the Recipient of the confidential nature of the Confidential Information and the requirement that it not be used other than for the purposes described above, (ii) such Representatives shall be required to agree to and be bound by the terms of this Agreement with respect to the confidentiality of such Confidential Information as a condition of receiving the Confidential Information and (iii) in any event, the Recipient shall be responsible for any breach of this Agreement by any of its Representatives. The Confidential Information shall be safeguarded from unauthorized disclosure and shall not be used in any manner by any party except as may be necessary for the purposes set forth herein. The term "person" as used in this Agreement shall be broadly interpreted to include, without limitation, any corporation, company, partnership, individual or other entity.

(c) If the Recipient or its Representatives are requested or required (by oral question, interrogatories, requests for information or documents, subpoena, civil investigative demand, Ohio Open Records Law or similar process) to disclose any Confidential Information, the Recipient will promptly notify Discloser of such request or requirement so that Discloser may seek an appropriate protective order, exemption or waiver in compliance with the provisions of this Agreement. If, in the absence of a protective order or the receipt of an exemption or waiver hereunder, the Recipient or its Representatives are, in the written opinion of counsel, compelled to disclose the Confidential Information or else stand liable for contempt or suffer other censure or significant penalty, the Recipient may disclose only such of the Confidential Information to the party compelling disclosure as is required by law.

(d) The obligations under this Section will survive any termination or expiration of this Agreement indefinitely.

23. **No Partnership.** Nothing in this Agreement shall (i) be deemed to constitute a partnership in law between the parties, (ii) constitute any party the agent of the other for any purpose or (iii) entitle any party to commit or bind the other (or any member of its respective group) in any manner.
24. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
25. **Entire Agreement and Disclaimer of Reliance.** This Agreement constitutes the entire understanding and agreement of the parties with respect to its subject matter and any and all prior agreements, understandings or representations with respect to its subject matter in this agreement terminated and canceled in their entirety and are of no further force or effect. The parties represent that they have not relied on any promise, representation, or warranty, express or implied, not contained in this Agreement, and any such reliance is hereby disclaimed.
26. **No Third-Party Rights.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties and their respective successors and assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third person to any party to this Agreement, nor shall any provision give any third person any right of subrogation or action over or against any party to this Agreement.
27. **Legal Capacity.** Each of the parties and signatories to this Agreement has the full right, power, legal capacity and authority to enter into and perform the party's respective obligations under this Agreement, and no approvals or consents of any other person are necessary in connection with that authority.
28. **Successors and Assigns.** All of the terms and provisions contained in this Agreement shall inure to the benefit of and shall be binding upon the parties to this Agreement and their respective heirs, legal representatives, successors and assigns. No party may assign, transfer, or novate any of its rights and obligations either in whole or in part to any other person or entity without the written consent of the other.
29. **Further Assurances.** Each of the parties to this Agreement shall execute and deliver any and all additional papers, documents and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of their obligations under this Agreement to carry out the intent of the parties to this Agreement.
30. **Intentionally Omitted.**
31. **Independent Counsel.** All of the parties warrant and represent that they have been advised that they should be represented by counsel of their own choosing in the preparation and analysis of this Agreement; that they have been represented by independent counsel or have had the opportunity to be represented by independent counsel; and that they have read this Agreement with care and believe that they are fully aware of and understand its contents and its legal effect.

## Attachment A Scope of Work

### City Hall

#### ECM-1.1: Boiler Plant Upgrades

ABM will replace (1) the existing boilers. Equipment to be replaced consists of:

- One (1) existing Peerless boiler will be removed and replaced with two (2) new 1,000,000 BTUH Lochinvar (or equivalent) condensing boilers.

This installation shall include the following:

- Removal and disposal of one existing boiler and two circulating pumps.
- Installation of the new boilers/boiler pumps and circulation pumps to provide a properly working system.
- Necessary piping and piping accessories.
- Installation of new flue from new boilers as necessary to meet local code requirements.
- Electrical service to disconnect and reconnect the equipment.
- Insulation of all new piping.
- Test and balance of the new boilers and pumps.
- Project includes warranty and system training.

#### ECM-3.1: BAS Upgrades - Boiler Controller Upgrade

1. Furnish and install and install Network hardware including:
  - Furnish and install new JACE, along with graphical interface, alarming and trending of new boiler plant.
  - NOTE: network connection and IP address to be provided by owner's IT professionals as discussed.
2. DDC control work associated with new boiler plant to include:
3. Furnish and install new control panel.
4. Field wiring of (2) new boilers
5. Field wiring to (2) secondary VFD's to pick up command, output, alarm, status.
6. Furnish and wire (4) new well temperature sensors (wells installed in piping by Mech ABM).
7. Furnish and install (1) new outside air temp sensor to be used for outdoor air reset.
8. From our control panel, we will send the lead boiler a on/off command (dry contact) and 2-10 vdc setpoint request.
  - Field wiring from a system supply temp sensor (installed in pipe by ABM) to the lead boiler.
  - Field wiring from each boiler panel to each boiler pump (boiler will control it).
  - Field wire boiler communication wires between each of the two boiler panels.
  - BACnet MS/TP to each boiler to integrate them into the system.
9. Integration of existing wireless sensors and radiant heat valves (4 total).

ECM-4.1: HVAC Upgrades - Replace 2 split systems

Replace two existing (2) split systems, (1) 3-ton IT Unit and (1) 4-ton Utility Billing units. Existing split system units will be replaced with one (1) new, 3 ton and (1) new 5-ton unit.

- This installation shall include the following:
- Removal and disposal of the existing equipment.
- Refrigerant reclaim and disposal.
- Installation of the new split system units to provide a properly working system.
- Disconnect electrical service to existing equipment and reconnect the new equipment.
- Project includes warranty and system training.

ECM-4.2 : HVAC Armor

ABM will provide an HVAC Armor coating & add refrigerant ABM shall perform HVAC Armor on the following equipment:

Building	Manufacturer	Model	Serial	Type	Nominal Tons
City Hall	Bryant	113ANA042	2512E34265	Split-System	3.5
City Hall	Bryant	113ANA060	2013E28263	Split-System	5
City Hall	Payne			Split-System	3

The scope of work shall include the following:

- Provide general clean-up of the split system condenser coils
- Disassemble equipment to perform deep clean of condenser coils, removing final materials in coils and corrosion
- Straighten all coil fins
- Apply HVAC Armor coating to the condenser coils both from the outside and from the inside of the coil
- Assemble and ensure equipment is operating

ECM-5C: Lighting Upgrades – LED Direct Voltage

Most lighting will be retrofitted or replaced. The fixtures not included are either efficient technology or there is no viable replacement available. These excluded fixtures can include fixtures already utilizing compact fluorescent bulbs or LED sources.

Please see Appendix C for the detailed lighting scope for each building

ECM-6.1: Building Envelope Upgrades - Air Infiltration

ABM shall perform various building envelope modifications to reduce the infiltration and exfiltration of air into and out of the building. Listed below are the details for these modification

Facility Name	Existing Description	Upgraded Description	Quantity (Existing)	Length (ft)	Height (ft)
City Hall	Penetration	Add Rigid Insulation-Spray Foam - Soffit	1	6.25	0.0104
City Hall	Penetration	Add Rigid Insulation-Spray Foam - Soffit	2	3.83	0.0104
City Hall	Penetration in the Wall	Insulate Sprayfoam-Penetration Wall	1	10.00	0.0104
City Hall	Penetration in the Wall	Insulate Sprayfoam-Penetration Wall	1	0.50	0.0104
City Hall	Existing Door	Replace Weatherstripping-Vertical Sweep-Do	1	6.00	7.00
City Hall	Penetration	Add Fiberglass Insulation-Spray Foam-Penetra	1	1.33	0.0104
City Hall	Penetration Pipe	Insulate Sprayfoam-Pipe- Wall	1	0.25	0.0104
City Hall	Penetration Pipe	Insulate Sprayfoam-Pipe- Wall	1	0.08	0.0104
City Hall	Penetration Pipe	Insulate Sprayfoam-Pipe- Wall	1	0.25	0.0104
City Hall	Penetration Pipe	Insulate Sprayfoam-Pipe- Wall	1	0.04	0.0104
City Hall	Penetration Pipe	Insulate Sprayfoam-Pipe- Ceiling	1	0.25	0.0104
City Hall	Penetration Vent	Insulate Sprayfoam-Wall-Wood - Vent	1	8.71	0.0104
City Hall	Existing Door	Replace Weatherstripping-Vertical Sweep-Do	1	6.00	7.00
City Hall	Existing Door	Replace Weatherstripping-Door Sweep	1	3.00	6.71
City Hall	Penetration in the Wall	Insulate Sprayfoam-Penetration Wall	1	0.50	0.0104
City Hall	Penetration	Add Rigid Insulation-Spray Foam - Pipe Chase	1	2.00	0.17
City Hall	Existing Door	Replace Weatherstripping-Door Sweep	1	3.67	7.25
City Hall	Existing Door	Replace Weatherstripping-Door Sweep	1	3.00	6.25
City Hall	Existing Door	Replace Weatherstripping-Door Sweep	1	3.00	6.25
City Hall	Existing Door Penetration	Add Fabricate - Metal Cover-Seal	1	4.33	0.00
City Hall	Existing Door Penetration	Add Fabricate - Metal Cover-Seal	1	3.00	0.00
City Hall	Existing Door Penetration	Add Fabricate - Metal Cover-Seal	1	4.33	0.00
City Hall	Existing Door Penetration	Add Fabricate - Metal Cover-Seal	1	3.00	0.00
City Hall	Penetration Pipe	Insulate Sprayfoam-Pipe- Ceiling	2	1.04	0.0104
City Hall	Penetration in the Wall	Add Cover - Seal - Penetration Wall	1	1.33	0.04
City Hall	Penetration Pipe	Insulate Sprayfoam-Pipe- Ceiling	2	1.04	0.0104
City Hall	Penetration Pipe	Insulate Sprayfoam-Pipe- Ceiling	1	1.92	0.0104
City Hall	Penetration	Add Drywall - Seal - Ceiling	1	2.67	0.0104
City Hall	Penetration Pipe	Insulate Sprayfoam-Pipe- Wall	2	0.25	0.0104
City Hall	Penetration Pipe	Insulate Sprayfoam-Pipe- Wall	2	0.42	0.0104
City Hall	Penetration Pipe	Insulate Sprayfoam-Pipe- Wall	2	0.67	0.0104
City Hall	Penetration Pipe	Insulate Sprayfoam-Pipe- Wall	2	0.42	0.0104
City Hall	Penetration Pipe	Insulate Sprayfoam-Pipe- Ceiling	2	0.25	0.0104
City Hall	Penetration Pipe	Insulate Sprayfoam-Pipe- Ceiling	2	1.04	0.0104
City Hall	Penetration Pipe	Insulate Sprayfoam-Pipe- Ceiling	3	0.50	0.0104
City Hall	Penetration Pipe	Insulate Sprayfoam-Pipe- Ceiling	2	0.83	0.0104
City Hall	Penetration Pipe	Insulate Sprayfoam-Pipe- Ceiling	1	1.33	0.0104
City Hall	Penetration Pipe	Insulate Sprayfoam-Pipe- Ceiling	1	1.67	0.0104
City Hall	Penetration Vent	Clear Caulk - Penetration Vent-Window	1	1.75	0.0104
City Hall	Existing Door	Replace Weatherstripping-Door Sweep	1	3.00	6.71
City Hall	Penetration in the Wall	Insulate Sprayfoam-Penetration Wall - Stairs	1	5.46	0.0104
City Hall	Penetration in the Wall	Insulate Sprayfoam-Penetration Wall - Stairs	1	3.63	0.0104
City Hall	Penetration	Add Fabricate - Cover-Seal-Penetration Wall	1	3.00	0.33
City Hall	Penetration	Add Fabricate - Cover-Seal-Penetration Wall	1	2.00	0.33
City Hall	Penetration Vent	Clear Caulk - Penetration Vent-Window	1	1.75	0.0104
City Hall	Penetration Vent	Insulate Sprayfoam-Ductwork-Wall	1	2.21	0.0104
City Hall	Existing Door	Replace Weatherstripping-Door Sweep	1	3.00	7.00
City Hall	Existing Door	Replace Weatherstripping-Door Sweep	1	3.50	7.00
City Hall	Existing Door	Replace Weatherstripping-Vertical Sweep-Do	1	6.00	7.00
City Hall	Penetration Vent	Insulate Sprayfoam-Penetration Vent - Wall	1	1.71	0.0104
City Hall	Penetration Vent	Add Fabricate - Cover-Seal	1	7.50	0.0104

ECM-6.2: Building Envelope Upgrades - Window Replacement

ABM proposed to replace 1762 sq-ft of widows for City Hall with an existing U -value of 1.12 and Solar heat gain coefficient (SHGC) of 0.78 with high efficiency window with U-value of 0.29 and SHGC of 0.45. The low U-value windows will help with both heating and cooling savings for this facility

Fire Station - Eppley

ECM-5C: Lighting Upgrades – LED Direct Voltage

Most lighting will be retrofitted or replaced. The fixtures not included are either efficient technology or there is no viable replacement available. These excluded fixtures can include fixtures already utilizing compact fluorescent bulbs or LED sources.

Please see Appendix C for the detailed lighting scope for each building

ECM-6.1: Building Envelope Upgrades - Air Infiltration

ABM shall perform various building envelope modifications to reduce the infiltration and exfiltration of air into and out of the building. Listed below are the details for these modifications

Facility Name	Existing Description	Upgraded Code Description	Quantity (Existing)	Length (ft)	Height (ft)
Eppley	Beam Pocket	Insulate Sprayfoam - Wall - Pocket	14	0.50	0.0104
Eppley	Existing Door	Replace Weatherstripping-Door Sweep	1	3.00	7.00
Eppley	Existing Door	Replace Weatherstripping-Door Sweep	1	3.00	7.00
Eppley	Existing Door	Replace Weatherstripping-Door Sweep	1	3.00	7.00
Eppley	Existing Door	Replace Weatherstripping-Door Sweep	1	3.00	7.00
Eppley	Existing Door	Replace Weatherstripping-Door Sweep	1	3.33	7.19
Eppley	Wall to Ceiling	Insulate Sprayfoam-Wall-Ceiling	1	67.70	0.0104
Eppley	Existing Door	Replace Weatherstripping-Door Sweep	1	3.00	7.00
Eppley	Existing Door	Replace Weatherstripping-Door Sweep	1	3.00	7.00
Eppley	Existing Door	Replace Weatherstripping-Door Sweep	1	3.00	7.00
Eppley	Existing Door	Replace Weatherstripping-Door Sweep	1	3.00	7.00
Eppley	Existing Door	Replace Weatherstripping-Door Sweep	2	3.00	7.00
Eppley	Penetration Pipe	Insulate Sprayfoam-Pipe- Wall	2	0.33	0.0104
Eppley	Penetration Pipe	Insulate Sprayfoam-Pipe- Wall	2	1.00	0.0104
Eppley	Penetration Pipe	Insulate Sprayfoam-Pipe- Wall	1	0.33	0.0104
Eppley	Penetration Pipe	Insulate Sprayfoam-Pipe- Wall	1	0.50	0.0104
Eppley	Energy Wall	Add Energy Wall - Seal	1	7.04	0.0104
Eppley	Existing Door	Replace Weatherstripping-Door Sweep	1	3.00	7.13
Eppley	Existing Door	Replace Weatherstripping-Door Sweep	1	3.00	7.00
Eppley	Penetration Vent	Insulate Sprayfoam-Ductwork-Wall	1	8.70	0.0104
Eppley	Penetration	Insulate Sprayfoam-Beam-Pocket-Wall	1	1.00	0.0104
Eppley	Existing Garage Door	Replace Weatherstripping-Overhead Garage	3	38.00	0.01
Eppley	Penetration	Add Rigid Insulation-Spray Foam - Soffit	1	18.40	0.0104
Eppley	Penetration	Add Rigid Insulation-Spray Foam - Soffit	1	6.96	0.0104
Eppley	Energy Wall	Add Energy Wall - Seal	1	7.04	0.0104
Eppley	Existing Door	Replace Weatherstripping-Door Sweep	1	3.00	7.13
Eppley	Existing Garage Door	Replace Weatherstripping-Overhead Garage	3	38.00	0.01
Eppley	Beam Pocket	Insulate Sprayfoam - Wall - Pocket	14	0.50	0.0104
Eppley	Wall to Ceiling	Insulate Sprayfoam-Wall-Ceiling	1	61.90	0.0104

**Fire Station - Leonard**

**ECM-5C: Lighting Upgrades – LED Direct Voltage**

Most lighting will be retrofitted or replaced. The fixtures not included are either efficient technology or there is no viable replacement available. These excluded fixtures can include fixtures already utilizing compact fluorescent bulbs or LED sources. The following are the type of retrofits being performed

Please see Appendix C for the detailed lighting scope for each building

**ECM-6.1: Building Envelope Upgrades - Air Infiltration**

ABM shall perform various building envelope modifications to reduce the infiltration and exfiltration of air into and out of the building. Listed below are the details for these modifications

Facility Name	Existing Description	Upgraded Code Description	Quantity (Existing)	Length (ft)	Height (ft)
Firehouse South	Existing Door	Replace Weatherstripping-Door Sweep	2	3.00	7.00
Firehouse South	Penetration in the Wall	Clear Caulk-Door -Frame-Wall	1	17.00	0.0104
Firehouse South	Existing Door	Replace Weatherstripping-Door Sweep	2	3.00	7.00
Firehouse South	Wall to Penetration Metal Pan Roof	Insulate Sprayfoam-Wall-Penetration M	1	13.00	0.0104
Firehouse South	Penetration in the Wall	Clear Caulk-Door -Frame-Wall	1	17.00	0.0104
Firehouse South	Existing Garage Door	Replace Weatherstripping-Overhead Ga	6	34.00	0.01
Firehouse South	Existing Door	Replace Weatherstripping-Door Sweep	1	3.00	7.00
Firehouse South	Existing Door	Replace Weatherstripping-Door Sweep	1	3.00	7.00
Firehouse South	Existing Door	Replace Weatherstripping-Door Sweep	1	3.00	7.00
Firehouse South	Existing Door	Replace Weatherstripping-Door Sweep	2	3.00	7.00
Firehouse South	Wall to Ceiling	Insulate Sprayfoam-Wall-Ceiling	1	8.80	0.0104

**Parks & Rec - Main Building**

**ECM-5C: Lighting Upgrades – LED Direct Voltage**

Most lighting will be retrofitted or replaced. The fixtures not included are either efficient technology or there is no viable replacement available. These excluded fixtures can include fixtures already utilizing compact fluorescent bulbs or LED sources.

Please see Appendix C for the detailed lighting scope for each building

**Street Maintenance/Sanitation**

**ECM-4.2: HVAC Armor**

ABM will provide an HVAC Armor coating & add refrigerant ABM shall perform HVAC Armor on the following equipment:

Building	Manufacturer	Model	Serial	Type	Nominal Tons
Street Maintenance	Bryant	113ANA036	3714E10362	Split-System	3
Street Maintenance	Bryant	113ANA036	3413E04227	Split-System	3

The scope of work shall include the following:

- Provide general clean-up of the split system condenser coils
- Disassemble equipment to perform deep clean of condenser coils, removing final materials in coils and corrosion
- Straighten all coil fins
- Apply HVAC Armor coating to the condenser coils both from the outside and from the inside of the coil
- Assemble and ensure equipment is operating

ECM-5C: Lighting Upgrades – LED Direct Voltage

Most lighting will be retrofitted or replaced. The fixtures not included are either efficient technology or there is no viable replacement available. These excluded fixtures can include fixtures already utilizing compact fluorescent bulbs or LED sources.

Please see Appendix C for the detailed lighting scope for each building

Police Annex

ECM-4.2: HVAC Armor

ABM will provide an HVAC Armor coating & add refrigerant ABM shall perform HVAC Armor on the following equipment:

Building	Manufacturer	Model	Serial	Type	Nominal Tons
Police Annex	Trane	YCH18083HOHB	708101356D	Package Unit	15

The scope of work shall include the following:

- Provide general clean-up of the split system condenser coils
- Disassemble equipment to perform deep clean of condenser coils, removing final materials in coils and corrosion
- Straighten all coil fins
- Apply HVAC Armor coating to the condenser coils both from the outside and from the inside of the coil
- Assemble and ensure equipment is operating

ECM-5C: Lighting Upgrades – LED Direct Voltage

Most lighting will be retrofitted or replaced. The fixtures not included are either efficient technology or there is no viable replacement available. These excluded fixtures can include fixtures already utilizing compact fluorescent bulbs or LED sources.

Please see Appendix C for the detailed lighting scope for each building

ECM-6.1: Building Envelope Upgrades - Air Infiltration

ABM shall perform various building envelope modifications to reduce the infiltration and exfiltration of air into and out of the building. Listed below are the details for these modifications

Facility Name	Existing Description	Upgrade Description	Quantity (Existing)	Length (ft)	Height (ft)
Police Annex	Penetration	Add Fabricate - Cover-Seal-Penetration Win	4	10.00	0.0104
Police Annex	Penetration Window	Clear Caulk - Window - Frame	4	46.25	0.0104
Police Annex	Penetration Window	Clear Caulk - Window - Frame	4	6.00	0.0104
Police Annex	Existing Door	Replace Weatherstripping-Vertical Sweep-	1	6.00	7.00
Police Annex	Penetration Window	Clear Caulk - Wood -Wall	4	1.21	0.0104
Police Annex	Missing Insulation	Add Blow-Cellulose - Insulation	1	30.00	67.00
Police Annex	Existing Door	Replace Weatherstripping-Door Sweep	1	3.00	7.00
Police Annex	Penetration Vent	Add Fabricate - Cover-Vent-Seal	1	10.50	0.0104
Police Annex	Wall to Beam-Beam Ceiling	Insulate Sprayfoam - Wall - Beam - Ceiling	1	10.40	0.0104
Police Annex	Existing Door	Replace Weatherstripping-Door Sweep	1	2.42	7.00
Police Annex	Penetration Pipe	Insulate Sprayfoam-Pipe- Wall - Exterior	1	0.33	0.0104
Police Annex	Existing Door	Replace Weatherstripping-Door Sweep	1	3.00	7.00
Police Annex	Existing Door Penetration	Replace Weatherstripping-Astragal-Door Sv	1	20.17	0.01
Police Annex	Existing Garage Door	Replace Weatherstripping-Overhead Garag	1	22.17	0.01
Police Annex	Penetration Pipe	Add Fiberglass Insulation-Spray Foam-Pipe	1	1.00	0.0104
Police Annex	Penetration Vent	Insulate Sprayfoam-Vent - Wall	1	2.08	0.0104
Police Annex	Penetration Pipe	Insulate Sprayfoam-Pipe- Wall	1	0.25	0.0104
Police Annex	Penetration Pipe	Insulate Sprayfoam-Pipe- Wall	1	1.17	0.0104
Police Annex	Penetration in the Wall	Insulate Sprayfoam-Wall-Ceiling	2	7.17	0.0104
Police Annex	Existing Door Penetration	Replace Weatherstripping-Astragal-Door Sv	1	20.17	0.01
Police Annex	Penetration in the Wall	Insulate Sprayfoam-Penetration Wall	3	64.00	0.0104
Police Annex	Missing Insulation	Add Fiberglass Insulation - Drywall - Seal	1	3.00	1.67
Police Annex	Penetration in the Wall	Insulate Sprayfoam-Wall-Soffit	1	25.50	0.0104
Police Annex	Penetration Vent	Add Fabricate - Metal Cover-Seal	1	3.00	1.00
Police Annex	Penetration Vent	Add Fabricate - Metal Cover-Seal - Exterior	2	17.00	0.0104
Police Annex	Penetration in the Wall	Clear Caulk-Brick-Wall-Weatherstripping	3	16.42	0.0104
Police Annex	Penetration in the Wall	Insulate Sprayfoam-Door Frame - Wall - Ext	1	7.00	0.02
Police Annex	Penetration	Add Fabricate - Cover-Seal	1	3.33	0.33

Safety Building / Jail

ECM-3.1: BAS Upgrades -Controls

ABM will perform re-programming of the building automation system for the following control strategies:

- Reprogram Zone Setpoint
- Economizer Programming Sequence.
- Discharge Air Reset based on OA.
- Reset the Boiler and Chiller enable Setpoints.

ECM-4.1: Replace (6) Split Systems and (1) Rooftop

- Replace six existing (6) split systems and one (1) rooftop unit with new equipment. New units will be same size as existing. Units to be replace are listed below:
  - Police Chief unit – 5 ton
  - Break/Briefing unit – 5 ton

- Probation Office unit – 1.5 ton
- Court Records unit – 3.5 ton
- Records unit – 4 ton
- Fire Dept. Chief/Secretary – 2.5 ton
- Detective Rooftop – 6 ton

This installation shall include the following:

- Removal and disposal of the existing equipment.
- Refrigerant reclaim and disposal.
- Installation of the new split system units to provide a properly working system.
- Disconnect electrical service to existing equipment and reconnect the new equipment.
- Project includes warranty and system training.

ECM-4.2: HVAC Armor

ABM will provide an HVAC Armor coating & add refrigerant ABM shall perform HVAC Armor on the following equipment:

Building	Manufacturer	Model	Serial	Type	Nominal Tons
Safety Building	Bryant	580JP06A115A	3012C79204	Package Unit	5
Safety Building	Bryant	580JP06A115A	2913C68910	Package Unit	5

The scope of work shall include the following:

- Provide general clean-up of the split system condenser coils
- Disassemble equipment to perform deep clean of condenser coils, removing final materials in coils and corrosion
- Straighten all coil fins
- Apply HVAC Armor coating to the condenser coils both from the outside and from the inside of the coil
- Assemble and ensure equipment is operating

ECM-5C: Lighting Upgrades – LED Direct Voltage

Most lighting will be retrofitted or replaced. The fixtures not included are either efficient technology or there is no viable replacement available. These excluded fixtures can include fixtures already utilizing compact fluorescent bulbs or LED sources.

Please see Appendix C for the detailed lighting scope for each building

ECM-6.1: Building Envelope Upgrades - Air Infiltration

ABM shall perform various building envelope modifications to reduce the infiltration and exfiltration of air into and out of the building. Listed below are the details for these modifications

Facility Name	Existing Description	Upgrade Description	Quantity (Existing)	Length (ft)	Height (ft)
Public Safety Building	Existing Door	Replace Weatherstripping-Door Sweep	2	3.00	7.00
Public Safety Building	Energy Wall	Add Energy Wall - Spray Foam	1	48.20	0.00
Public Safety Building	Energy Wall	Add Energy Wall - Spray Foam	1	0.90	0.00
Public Safety Building	Energy Wall	Add Energy Wall - Spray Foam	1	133.60	0.0104
Public Safety Building	Penetration Window	Clear Caulk - Penetration -Window - Beam	1	1.88	0.0104
Public Safety Building	Beam Pocket	Insulate Sprayfoam-Beam-Pocket	4	0.67	0.0104
Public Safety Building	Beam Pocket	Insulate Sprayfoam-Beam-Pocket	5	3.92	0.0104
Public Safety Building	Wall to Beam-Beam Ceiling	Insulate Sprayfoam - Wall - Beam - Ceiling	1	22.20	0.0104
Public Safety Building	Penetration Window	Insulate Sprayfoam-Penetration Wall - Beam	1	1.88	0.0104
Public Safety Building	Existing Door Penetration	Replace Weatherstripping-Vertical Sweep-Door Sweep	1	27.13	0.00
Public Safety Building	Wall to Beam-Beam Ceiling	Insulate Sprayfoam-Wall-Beam-Penetration Metal Pan Roof	1	44.30	0.0104
Public Safety Building	Penetration Window	Clear Caulk - Penetration -Window - Beam	1	1.88	0.0104
Public Safety Building	Penetration Window	Clear Caulk - Penetration -Window - Beam	1	1.88	0.0104
Public Safety Building	Penetration Window	Clear Caulk - Penetration -Window - Beam	1	1.88	0.0104
Public Safety Building	Penetration Window	Clear Caulk - Penetration -Window - Beam	1	1.88	0.0104
Public Safety Building	Penetration	Insulate Sprayfoam-Penetration Wall - Beam	1	4.17	0.0104
Public Safety Building	Wall to Beam-Beam Ceiling	Insulate Sprayfoam - Wall - Beam - Ceiling	1	133.60	0.0104
Public Safety Building	Penetration Window	Clear Caulk - Penetration -Window - Beam	1	1.88	0.0104
Public Safety Building	Penetration Window	Clear Caulk - Penetration -Window - Beam	1	1.88	0.0104
Public Safety Building	Penetration Window	Clear Caulk - Penetration -Window - Beam	1	1.88	0.0104
Public Safety Building	Penetration Window	Clear Caulk - Penetration -Window - Beam	1	1.88	0.0104
Public Safety Building	Penetration Window	Clear Caulk - Penetration -Window - Beam	1	1.88	0.0104
Public Safety Building	Existing Door	Replace Weatherstripping-Door Sweep	1	3.67	7.00
Public Safety Building	Existing Door	Replace Weatherstripping-Vertical Sweep-Door Sweep	1	6.00	7.00
Public Safety Building	Existing Door	Replace Weatherstripping-Vertical Sweep-Door Sweep	1	6.00	7.00
Public Safety Building	Existing Door	Replace Weatherstripping-Door Sweep	1	3.00	7.00
Public Safety Building	Beam Pocket	Insulate Sprayfoam-Beam-Pocket-Wall	7	0.67	0.0104
Public Safety Building	Wall to Ceiling	Add Fiberglass Insulation-Spray Foam- Wall - Ceiling	1	58.00	0.0104
Public Safety Building	Penetration	Insulate Sprayfoam-Penetration Wall - Exterior	1	0.25	0.0104
Public Safety Building	Existing Door	Replace Weatherstripping-Door Sweep	1	3.00	7.00
Public Safety Building	Wall to Penetration Metal Pan Roof	Insulate Sprayfoam-Wall-Penetration Metal Pan Roof	1	74.90	0.0104
Public Safety Building	Wall to Ceiling	Add Fiberglass Insulation-Spray Foam- Wall - Ceiling	1	58.00	0.0104
Public Safety Building	Beam Pocket	Insulate Sprayfoam-Beam-Pocket-Wall	7	0.67	0.0104
Public Safety Building	Existing Garage Door	Replace Weatherstripping-Overhead Garage Door	6	3.17	0.00
Public Safety Building	Existing Door	Replace Weatherstripping-Door Sweep	1	3.50	7.00
Public Safety Building	Wall to Beam-Beam Ceiling	Insulate Sprayfoam-Wall-Beam-Penetration Metal Pan Roof	1	22.20	0.0104
Public Safety Building	Wall to Beam-Beam Ceiling	Insulate Sprayfoam - Wall - Beam - Ceiling	1	28.00	0.0104
Public Safety Building	Existing Door	Replace Weatherstripping-Door Sweep	2	3.00	7.00

ECM-6.2: Building Envelope Upgrades - Window Replacement

ABM proposed to replace 686 sq-ft of widows for Jail with an existing U-value of 1.14 and Solar heat gain coefficient (SHGC) of 0.70 with high efficiency window with U-value of 0.29 and SHGC of 0.45. The low U-value windows will help with both heating and cooling savings for this facility

ECM 12 – Transformer Upgrades

ABM will replace the below listed existing inefficient transformers with state-of-the-art, energy efficient transformers. All required enclosures and fencing are included.

Transformer Count	Tag Number	Location ID or Room #	Proposed Transformer	Existing kVA
1	66012	Basement Mech Rm	E-Saver-80R	30
2	66013	Mech Basement Rm	E-Saver-80R	112.5

**Secrest Auditorium**

**ECM-3.1 : BAS Upgrade ( ECON )**

ABM will perform re-programming of the building automation system for the following control strategies:

- Reprogram the CHW pump sequence
- Reprogram the AHU chilled water valve controls
- Economizer Programming Sequence.
- Discharge Air Reset based on OA.
- Reset the Boiler and Chiller enable Setpoints.

**ECM-5C: Lighting Upgrades – LED Direct Voltage**

Most lighting will be retrofitted or replaced. The fixtures not included are either efficient technology or there is no viable replacement available. These excluded fixtures can include fixtures already utilizing compact fluorescent bulbs or LED sources.

Please see Appendix C for the detailed lighting scope for each building

**ECM-6.1: Building Envelope Upgrades - Air Infiltration**

ABM shall perform various building envelope modifications to reduce the infiltration and exfiltration of air into and out of the building. Listed below are the details for these modifications

Facility Name	Existing Description	Upgrade Description	Quantity (Existing)	Length (ft)	Height (ft)
Secrest Auditorium	Penetration in the Wall	Insulate Sprayfoam-Sheet Metal - Wall	1	3.17	0.0104
Secrest Auditorium	Penetration in the Wall	Insulate Sprayfoam-Door-Frame -Wall	1	13.67	0.02
Secrest Auditorium	Existing Door	Replace Weatherstripping-Vertical Sweep-Door Sweep	2	6.00	7.00
Secrest Auditorium	Wall to Ceiling	Insulate Sprayfoam-Wall-Ceiling	1	50.60	0.0104
Secrest Auditorium	Wall to Penetration Metal Pan Roof	Insulate Sprayfoam-Wall-Penetration Metal Pan Roof	1	7.45	0.0104
Secrest Auditorium	Existing Garage Door	Replace Weatherstripping-Overhead Garage Door	1	34.00	0.01
Secrest Auditorium	Existing Door	Replace Weatherstripping-Vertical Sweep-Door Sweep	1	6.00	7.00
Secrest Auditorium	Existing Door	Replace Weatherstripping-Vertical Sweep-Door Sweep	2	6.00	7.00
Secrest Auditorium	Existing Door	Replace Weatherstripping-Vertical Sweep-Door Sweep	1	6.00	7.00
Secrest Auditorium	Existing Door	Replace Weatherstripping-Door Sweep	1	3.00	7.00
Secrest Auditorium	Existing Door	Replace Weatherstripping-Vertical Sweep-Door Sweep	1	10.00	7.00
Secrest Auditorium	Existing Door	Replace Weatherstripping-Vertical Sweep-Door Sweep	1	6.00	7.00
Secrest Auditorium	Existing Door	Replace Weatherstripping-Vertical Sweep-Door Sweep	2	6.00	7.00
Secrest Auditorium	Wall to Penetration Metal Pan Roof	Insulate Sprayfoam-Wall-Penetration Metal Pan Roof	1	12.40	0.0104
Secrest Auditorium	Penetration Pipe	Insulate Sprayfoam-Pipe- Wall	5	1.33	0.0104
Secrest Auditorium	Penetration Pipe	Insulate Sprayfoam-Pipe- Wall	2	2.17	0.0104
Secrest Auditorium	Wall to Ceiling	Insulate Sprayfoam-Wall-Ceiling	1	50.60	0.0104

**ECM 12 – Transformer Upgrades**

ABM will replace the below listed existing inefficient transformers with state-of-the-art, energy efficient transformers. All required enclosures and fencing are included.

Transformer Count	Tag Number	Location ID or Room #	Proposed Transformer	Existing kVA
1	66011	Main Elec/ Storage Room	E-Saver-80R	225

**Light/Traffic Building**

**ECM-4.1: HVAC Upgrades - Replace 1 split + 1 H&V unit**

Replace two existing (1) split systems, heating only unit and. Existing split system units will be replaced with one (1) new 3-ton split system and (1) new heating only unit.

- This installation shall include the following:
- Removal and disposal of the existing equipment.
- Refrigerant reclaim and disposal.
- Installation of the new split system and heating only units to provide a properly working system.
- Disconnect electrical service to existing equipment and reconnect the new equipment.
- Project includes warranty and system training.

**ECM-5C: Lighting Upgrades – LED Direct Voltage**

Most lighting will be retrofitted or replaced. The fixtures not included are either efficient technology or there is no viable replacement available. These excluded fixtures can include fixtures already utilizing compact fluorescent bulbs or LED sources.

Please see Appendix C for the detailed lighting scope for each building

**ECM-6.1: Building Envelope Upgrades - Air Infiltration**

ABM shall perform various building envelope modifications to reduce the infiltration and exfiltration of air into and out of the building. Listed below are the details for these modifications

Facility Name	Existing Description	Upgrade Description	Quantity (Existing)	Length (ft)	Height (ft)
Traffic Building	Existing Door	Replace Weatherstripping-Door Sweep	1	3.00	7.00
Traffic Building	Existing Garage Door	Replace Weatherstripping-Overhead Garage Door	1	30.00	0.01
Traffic Building	Existing Garage Door	Replace Weatherstripping-Overhead Garage Door	2	34.00	0.01
Traffic Building	Existing Garage Door	Replace Weatherstripping-Overhead Garage Door	2	42.00	0.01

**Vehicle Maintenance/Water Maintenance**

**ECM-4.2: HVAC Armor**

ABM will provide an HVAC Armor coating & add refrigerant ABM shall perform HVAC Armor on the following equipment:

Building	Manufacturer	Model	Serial	Type	Nominal Tons
Vehicle Maintenance	Payne	PA13NA060	1911X70615	Split-System	5

The scope of work shall include the following:

- Provide general clean-up of the split system condenser coils
- Disassemble equipment to perform deep clean of condenser coils, removing final materials in coils and corrosion
- Straighten all coil fins
- Apply HVAC Armor coating to the condenser coils both from the outside and from the inside of the coil
- Assemble and ensure equipment is operating

ECM-5C: Lighting Upgrades – LED Direct Voltage

Most lighting will be retrofitted or replaced. The fixtures not included are either efficient technology or there is no viable replacement available. These excluded fixtures can include fixtures already utilizing compact fluorescent bulbs or LED sources.

Please see Appendix C for the detailed lighting scope for each building

ECM-6.1: Building Envelope Upgrades - Air Infiltration

ABM shall perform various building envelope modifications to reduce the infiltration and exfiltration of air into and out of the building. Listed below are the details for these modifications

Facility Name	Existing Description	Upgraded Code Description	Quantity (Existing)	Length (ft)	Height (ft)
Maintenance	Existing Garage Door	Replace Weatherstripping-Overhead Garage Door	1	42.00	0.01
Maintenance	Existing Garage Door	Replace Weatherstripping-Overhead Garage Door	1	42.00	0.01
Maintenance	Wall to Ceiling	Add Rigid Insulation-Top-Wall - Ceiling	1	29.30	0.0104
Maintenance	Wall to Ceiling	Add Rigid Insulation-Top-Wall - Ceiling	1	29.30	0.0104
Maintenance	Existing Garage Door	Replace Weatherstripping-Overhead Garage Door	1	42.00	0.01
Maintenance	Existing Garage Door	Replace Weatherstripping-Overhead Garage Door	1	42.00	0.01
Maintenance	Existing Garage Door	Replace Weatherstripping-Overhead Garage Door	1	42.00	0.01
Maintenance	Existing Garage Door	Replace Weatherstripping-Overhead Garage Door	1	42.00	0.01
Maintenance	Existing Door	Replace Weatherstripping-Vertical Sweep-Door Sweep	1	6.00	7.00
Maintenance	Existing Door	Replace Weatherstripping-Door Sweep	1	3.00	7.00
Maintenance	Existing Door	Replace Weatherstripping-Door Sweep	1	3.00	7.00
Maintenance	Existing Door	Replace Weatherstripping-Door Sweep	1	3.00	7.00
Maintenance	Existing Door	Replace Weatherstripping-Door Sweep	3	3.00	7.00
Maintenance	Existing Garage Door	Replace Weatherstripping-Overhead Garage Door	1	48.00	0.01
Maintenance	Existing Door	Replace Weatherstripping-Door Sweep	1	6.00	7.00
Maintenance	Existing Door	Replace Weatherstripping-Door Sweep	1	3.00	7.00
Maintenance	Existing Door	Replace Weatherstripping-Door Sweep	1	3.50	7.00
Maintenance	Existing Door	Replace Weatherstripping-Door Sweep	1	3.00	7.00
Maintenance	Existing Door	Replace Weatherstripping-Door Sweep	1	3.00	7.00
Maintenance	Existing Door	Replace Weatherstripping-Door Sweep	1	3.00	7.00

ECM- Electric Rate Switch:

ABM proposes to switch the electric supplier and the supply rate per kWh to a more favorable rate for all the City buildings and water and waste water treatment plant. The savings generate from such a rate switch will help fund all the ECMs described above

Wastewater Treatment Plant

ECM-4.2: HVAC Armor

ABM will provide an HVAC Armor coating & add refrigerant ABM shall perform HVAC Armor on the following equipment:

Building	Manufacturer	Model	Serial	Type	Nominal Tons
Waste Water Treatment	Bryant	113ANC036-B	3013E07928	Split-System	3
Waste Water Treatment	Bryant	580JE05A115P2A	1612C87089	Package Unit	4
Waste Water Treatment	Bryant	580JE04A115P2A	1512C86960	Package Unit	3
Waste Water Treatment	Bryant	113ANA036-E	1912E05986	Split-System	3

The scope of work shall include the following:

- Provide general clean-up of the split system condenser coils
- Disassemble equipment to perform deep clean of condenser coils, removing final materials in coils and corrosion
- Straighten all coil fins
- Apply HVAC Armor coating to the condenser coils both from the outside and from the inside of the coil
- Assemble and ensure equipment is operating

#### ECM-5C: Lighting Upgrades – LED Direct Voltage

Most lighting will be retrofitted or replaced. The fixtures not included are either efficient technology or there is no viable replacement available. These excluded fixtures can include fixtures already utilizing compact fluorescent bulbs or LED sources.

Please see Appendix C for the detailed lighting scope for each building

#### ECM-6.1: Building Envelope Upgrades - Air Infiltration

ABM shall perform various building envelope modifications to reduce the infiltration and exfiltration of air into and out of the building. Listed below are the details for these modifications

Facility Name	Existing Description	Upgrade Description	Quantity (Existing)	Length (ft)	Height (ft)
Wastewater Treatment Plant	Wall to Ceiling	Add Rigid Insulation-Spray Foam - Wall - Ceiling	1	11.60	0.02
Wastewater Treatment Plant	Wall to Ceiling	Add Rigid Insulation-Spray Foam - Wall - Ceiling	1	15.50	0.0104
Wastewater Treatment Plant	Wall to Ceiling	Insulate Sprayfoam-Wall-Ceiling	1	57.60	0.0104
Wastewater Treatment Plant	Existing Door	Replace Weatherstripping-Door Sweep	1	3.00	7.00
Wastewater Treatment Plant	Penetration Pipe	Insulate Sprayfoam-Pipe- Wall	2	1.00	0.0104
Wastewater Treatment Plant	Penetration Pipe	Insulate Sprayfoam-Pipe- Wall	1	0.67	0.0104
Wastewater Treatment Plant	Existing Door	Replace Weatherstripping-Vertical Sweep-Door Sweep	1	6.00	14.00
Wastewater Treatment Plant	Existing Door	Replace Weatherstripping-Door Sweep	1	3.00	7.17
Wastewater Treatment Plant	Existing Door	Replace Weatherstripping-Door Sweep	1	3.00	7.00
Wastewater Treatment Plant	Existing Door	Replace Weatherstripping-Door Sweep	1	3.00	7.00
Wastewater Treatment Plant	Wall to Ceiling	Add Rigid Insulation-Spray Foam - Wall - Ceiling	1	14.50	0.0104
Wastewater Treatment Plant	Wall to Ceiling	Add Rigid Insulation-Spray Foam - Wall - Ceiling	1	21.70	0.0104
Wastewater Treatment Plant	Existing Door Penetration	Replace Weatherstripping-Door Sweep	1	17.00	0.02
Wastewater Treatment Plant	Penetration Pipe	Insulate Sprayfoam-Pipe- Ceiling	7	1.33	0.0104
Wastewater Treatment Plant	Penetration Pipe	Insulate Sprayfoam-Pipe- Ceiling	4	0.25	0.0104
Wastewater Treatment Plant	Penetration Pipe	Insulate Sprayfoam-Pipe- Ceiling	1	0.67	0.0104
Wastewater Treatment Plant	Penetration Pipe	Insulate Sprayfoam-Pipe- Wall	5	0.67	0.0104
Wastewater Treatment Plant	Penetration Pipe	Insulate Sprayfoam-Pipe- Wall	3	0.42	0.0104
Wastewater Treatment Plant	Penetration Pipe	Insulate Sprayfoam-Pipe- Wall	2	1.00	0.0104
Wastewater Treatment Plant	Existing Door	Replace Weatherstripping-Vertical Sweep-Door Sweep	1	6.00	7.00
Wastewater Treatment Plant	Existing Door	Replace Weatherstripping-Door Sweep	1	3.00	7.00
Wastewater Treatment Plant	Penetration Pipe	Insulate Sprayfoam-Pipe- Wall	4	0.50	0.0104
Wastewater Treatment Plant	Existing Garage Door	Replace Weatherstripping-Overhead Garage Door	4	0.25	0.01
Wastewater Treatment Plant	Existing Door	Replace Weatherstripping-Door Sweep	1	3.00	7.00
Wastewater Treatment Plant	Existing Door	Replace Weatherstripping-Door Sweep	1	3.00	7.00
Wastewater Treatment Plant	Existing Door	Replace Weatherstripping-Door Sweep	1	3.00	7.00
Wastewater Treatment Plant	Existing Door	Replace Weatherstripping-Door Sweep	1	3.50	7.00
Wastewater Treatment Plant	Existing Door	Replace Weatherstripping-Door Sweep	2	3.50	7.00
Wastewater Treatment Plant	Existing Door	Replace Weatherstripping-Door Sweep	1	6.00	7.00
Wastewater Treatment Plant	Penetration in the Wall	Insulate Sprayfoam-Penetration Wall - Metal - Cabinet	1	0.17	0.0104
Wastewater Treatment Plant	Existing Door	Replace Weatherstripping-Door Sweep	1	3.00	7.00

ECM 12 – Transformer Upgrades

ABM will replace the below listed existing inefficient transformers with state-of-the-art, energy efficient transformers. All required enclosures and fencing are included.

Transformer Count	Tag Number	Location ID or Room #	Proposed Transformer	Existing kVA
1	66005	Main Basement Stairs	E-Saver-80R	45
2	66006	Main Elec By Utility Xfmr	E-Saver-80R	45
3	66007	Washroom	E-Saver-80R	30
4	66008	Belt Press Building	E-Saver-80R	45
5	66010	Small Building to The North Of Blower Building	E-Saver-80R	30

**Water meter Replacement - Scope of Work**

1. The Contractor shall, upon receipt of a written Notice to Proceed from the Customer, procure and implement the replacement of 12,623 individual water meters distributed throughout the Customer's water district as specified in this scope of work.
2. The Contractor, through one or more appropriately licensed and bonded subcontractor(s), shall facilitate the installation and replacement of existing water meters, with appropriately sized meters to match the existing meters, or in certain cases where directed to replace existing meters with smaller diameter meters as prescribed by the Customer, in writing prior to the execution of this agreement.
3. The Contractor shall coordinate all communications between the Customer and all vendors, suppliers, contractors, and subcontractors.
4. The Contractor shall have reasonable access to and full logistical support concerning issues related to accounting, IT and operations from the Customer, its staff and employees to coordinate the successful implementation of the work, in a manner where all reasonable efforts shall be made by all parties to this agreement to coordinate the advance notice to affected water meter account clients. The Customer shall provide upon Contractor's request any and all maps, routes, meter locations, client addresses, and if available, GIS mapping layers, in printed and electronic format.
5. The Contractor shall coordinate the shipping, receiving, unloading, warehousing, and inventory of all new equipment, delivered to a pre-determined "lay down" yard location at the Customer's administrative yard, and the Contractor shall maintain temporary office trailers, connex storage containers as needed, and one (1) 40 yard rubbish bin from the period of the Notice to Proceed to the conclusion of the work, solely for the Contractor's packaging waste from the new equipment. The Customer will be responsible for providing a storage area for water meters prior to water meter installation.
6. The Customer agrees to provide Contractor's Designated Project Manager, and support personnel the necessary keys, cardkeys, access authorization and written permission for Contractor's staff, suppliers, deliverymen, and subcontractors vehicular and delivery/receiving access to the "lay down" yard as needed.
7. The Contractor shall schedule the replacement of the meters in an efficient manner working collaboratively with the Customer's Accounting Department, Meter Department, Operations Department and General Management. Both parties, shall in writing, approve of the implementation schedule and installation routes and locations so as to best coordinate the least interruption to the Meter Department's monthly meter reading activities, and in a timely manner deliver the latest water meter reading data and the new water meter serial number information in an aggregated electronic progress report. The implementation schedules and installation routes and locations may be updated as necessary from time to time, subject to Customer's approval in writing, to allow for inaccessible water meter locations and coordination variables due to the Customer's staff's daily routines. The intent of this Contractor activity is to minimize the delay of the old-meter-to-new-meter transition information to the Customer's Accounting Department, and minimize economic loss of billing data to the Customer. The Contractor will provide, at a minimum, weekly aggregated electronic progress reports to provide the Meter Department the meter installations performed during any given week.
8. The Contractor shall notify the Customer's Meter Department, in writing, of any locations where the meter could not be freely accessed for replacement. The Contractor nor their subcontractor(s) shall be required to linger, loiter or wait for a meter account client's availability. The Contractor will note a lack of access on a daily log, which will aggregate into a weekly report all inaccessible meter locations and provide that information to the Customer's Meter Department for further client coordination and notification of access requirements.

9. The Contractor or their subcontractor(s) shall, in a workmanlike manner, perform the following during the replacement of water meters:

- a) Photograph and record the GPS coordinates of meter locations prior to removing existing meters. Record the water meter reading at the time of removal for the Customer's Accounting Department. Due to the majority of meters being indoors, GPS accuracy may be affected and will be geocoded if needed. Standard offering is consumer grade accuracy which is typically 3 – 5 meters
  - b) Install one (1) new Badger meter and cellular endpoint as per Table 1 below. Photograph the new meter installation in situ.
  - c) Record the existing meter manufacturer, size, and serial number and if legible, record the existing register.
  - d) Photograph the new meter installation in situ. Photographs and meter reading, new meter manufacturer, size, and serial number data shall be included in weekly electronic reporting to the Customer.
  - e) Remove all rubbish, trash, debris, spoils, packaging and old meter equipment from each installation location. Contractor shall leave the meter location in the least disturbed condition reasonably possible.
  - f) Deliver old meter equipment to the Customer's administrative yard collection location. Dispose of all rubbish, trash, debris, spoils, and packaging in Contractor's rubbish container located at the Customer's administrative yard.
10. Contractor shall coordinate the implementation of a data migration software solution to import the necessary water meter readings, new water meter manufacturer, size and serial number (meter data) for each of the Customer's client accounts. Contractor shall deliver the electronic files containing photographs, GPS coordinates, and a backup of the meter data to the Customer's Meter and Accounting Department.
11. Contractor will make a maximum of 3 attempts to schedule meter exchange with the customer. After 3 attempts, the account will be turned over to the utility to either schedule or remove from contractor's scope of work
12. 11. New meter counts included in this Contract are limited to 12,623 and are specified as follows by manufacturer, unit count and size. Each meter included in Table 1 below will have cellular endpoints

Table 1

Size	Type	QTY
5/8" X 3/4"	Badger E-Series Meter	12023
3/4"	Badger E-Series Meter	21
1"	Badger E-Series Meter	378
1.5"	Badger E-Series Meter	22
2"	Badger E-Series Meter (for PD Meter)	103
2"	Badger E-Series Meter (for Compound Meter)	11
3"	Badger E-Series Meter (10")	1
3"	Badger E-Series Meter (17")	32
4"	Badger E-Series Meter (20")	21
6"	Mag Meter	6
8"	Mag Meter	2
10"	Mag Meter	3
<b>TOTAL</b>		<b>12623</b>

**ASSUMPTIONS:**

1. Contractor labor pricing is inclusive of prevailing wages for Muskingum County, OH.
2. A secure staging area, to be provided by the Customer, for materials, waste, and fleet vehicle parking.
3. Contractor will be responsible for final transportation or disposal of any project waste, spoils.
4. Contractor will not be responsible for maintenance, repair or replacement of existing materials (except as specified in contract scope of work) including but not limited to: meters, backflow preventers, irrigation valves, pressure regulators, unions, ball valves, or customer side valves.
5. Contractor will not be held responsible for any inoperative, damaged, or leaky valves not caused by Contractor.
6. Contractor will repair, to a usable and safe condition, any customer side service line break caused by Contractor, up to 2' on the customer side only.
7. Contractor will not be responsible for repairing breaks/leaks that continue past 2', due to deteriorated infrastructure, such as, but not limited to, rusted galvanized pipe, brittle pvc, etc.
8. Contractor will not be responsible for replacing meters that are obstructed by landscape or excessive tree/plant roots in the boxes.
9. Work will not be performed by Contractor at locations where it is reasonable that damage may occur to customer's property.
10. Contractor will be provided safe access to all locations, as needed, and scheduled.
11. It is expected that all hard to find meters will have location descriptions and assistance from the Customer.
12. Contractor is not responsible for performance if access is not granted.
13. Contractor will not be required to perform work at locations behind locked fences or yards with dogs.
14. Contractor will not be responsible for notifying Customer other than knocking on the door at the time of installation.
15. Contractor will not be responsible for any community outreach programs or program materials other than leaving a door hanger, pre installation.
16. Any badging requirements will be done prior to the start of the project.
17. Installation of all materials (meters, plumbing, or meter retrofits) will not be in confined spaces, vaults, or manholes U.N.O.
18. Paving or Hard/Solid Surfaces: Excludes removal & replacement of paving or other hard/solid surface locations (concrete, asphalt, etc.). Hard/Solid surfaces are to be removed & replaced by the Customer.
19. The Contractor assumes no responsibility of customer claims in existing high-pressure zones including: residential, irrigation, commercial and industrial services.
20. Excludes re-plumbing of any Customer service side pipe, except as specified in contract scope of work.
21. Excludes removing existing Pressure Regulating Valves (PRV) on Customer service side pipe.
22. During water meter replacement and minor repairs, pipe cleaning techniques consists of purging water, debris, and air through the nearest hose bib (to the work performed) only. Chlorination and sanitation is not applicable.
23. Contractor assumes no performance, replacement, or financial liability for any meters or AMR installed by others after the construction period or that deviate from the material specifications included herein. In the event of a warranty replacement, only those warranty replacement meters replaced will be covered for the term that the "annual service/guarantee period" is in effect. Additionally, ABM assumes no liability for legacy or future compatibility of AMR and/or software components.

**Large Meter Exclusions & Assumptions:**

1. Any bad or questionable piping to meters will be forwarded on to the Customer for evaluation with pictures before any work is started.
2. All meter change outs must have isolation valves in place as per standard water works installations.
3. Contractor will notify customers 48 hours in advance or as required by the contract. Notification cards to be provided by the Customer.
4. Night work is included as situation warrants.
5. Any specific requirements not covered under this scope of work will be reviewed by both Contractor and Customer to determine a mutually agreeable course of action.

(End of Entire Scope of Work)

## Exhibit B Financial Terms and Conditions

### Payment Terms for Enclosed Scope of Work

The work shall include all professional services, engineering, design and installation of the infrastructure improvements indicated in Attachment A – Scope of Work. Customer shall pay contractor based on the payment schedule listed below:

<b>Stage</b>	<b>Timing</b>	<b>Percentage</b>	<b>Amount</b>
Mobilization	Contract Signing	20%	\$2,314,811

The remaining monthly draw schedule will be created on an AIA schedule of values and submitted to City of Zanesville for their review and approval.

## Appendix B Press Release Authorization

Consent Form



### Consent to Use Name, Logo &/or Quote

ABM requests permission to use \_\_\_\_\_'s logo/photo and potentially a quote, as part of ABM's marketing communications plan.

Your Company consents to ABM's use of your name, logo/photo, and/or customer quote:

(Please check those instances where you are granting your Company's consent.)

- In a press release, case study, video, or client profile.
- In a listing of representative customers on ABM's web site.
- In a listing of representative customers in ABM's sales brochure.
- In a listing of representative customers in ABM's employee recruiting materials.
- In a listing of representative customers in ABM's responses to Requests for Information, Requests for Quotations or Requests for Proposal.
- In the ABM Annual Report, Description of Business in the following context: "ABM provides janitorial services for businesses, such as . . ."

ABM thanks you for your consideration and assistance in this important request.

**ABM**

\_\_\_\_\_  
Title \_\_\_\_\_

\_\_\_\_\_  
Title \_\_\_\_\_

## Appendix C Lighting Audit

Building Name	Room Name	Fixture	Quantity
City Hall	Lobby	Troffer-2X4-Prismatic-Recessed	9
City Hall	Lobby	Troffer-2X4-Prismatic-Recessed	2
City Hall	Lobby	Wrap-17"-Prismatic-Wall	1
City Hall	Lobby	Decorative-Custom-Clear-Surface	2
City Hall	Lobby	Strip-4 foot-Clear-Wall	1
City Hall	132 Lunch room	Troffer-2X4-Prismatic-Recessed	4
City Hall	134 Women rr	Troffer-2X4-Prismatic-Recessed	2
City Hall	Hallway	Troffer-2X4-Prismatic-Recessed	7
City Hall	Hallway	Troffer-2X4-Prismatic-Recessed	1
City Hall	130 File storage	Troffer-2X4-Prismatic-Recessed	2
City Hall	127 file storage	Troffer-2X4-Prismatic-Recessed	3
City Hall	125 open office	Troffer-2X4-Prismatic-Recessed	4
City Hall	123 open office	Troffer-2X4-Prismatic-Recessed	4
City Hall	121 open office	Troffer-2X4-Prismatic-Recessed	4
City Hall	119 open office	Troffer-2X4-Prismatic-Recessed	4
City Hall	128 po	Troffer-2X4-Prismatic-Recessed	3
City Hall	122 124 126 Open office	Troffer-2X4-Prismatic-Recessed	12
City Hall	118 120 open office	Troffer-2X4-Prismatic-Recessed	8
City Hall	117 rr	Troffer-2X4-Prismatic-Recessed	1
City Hall	113 electrical	Pendant-Medium-Open - no lens- Pendant	1
City Hall	It	6-in Can-Medium-Frosted- Recessed	6
City Hall	114 private office	Troffer-2X4-Prismatic-Recessed	4
City Hall	111 Janitor closet	Decorative-Medium-Frosted- Pendant	2

City Hall	111 Janitor closet	Pendant-Medium-Open - no lens- Pendant	2
City Hall	Resource room	Troffer-2X4-Prismatic-Recessed	6
City Hall	112 private office	Troffer-2X4-Prismatic-Recessed	4
City Hall	110 conference	Troffer-2X4-Prismatic-Recessed	6
City Hall	108 Copy room	Troffer-2X4-Prismatic-Recessed	4
City Hall	106 private office	Troffer-2X4-Prismatic-Recessed	3
City Hall	104 private office	Troffer-2X4-Prismatic-Recessed	2
City Hall	102 mens rr	6-in Can-Medium-Frosted- Recessed	3
City Hall	Hallway	Troffer-2X4-Prismatic-Recessed	11
City Hall	Hallway	Troffer-2X4-Prismatic-Recessed	2
City Hall	101 janitor	Troffer-2X4-Prismatic-Recessed	3
City Hall	103 mayor	Troffer-2X4-Prismatic-Recessed	4
City Hall	103 mayor	6-in Can-Medium-Frosted- Recessed	4
City Hall	105 private office	Troffer-2X4-Prismatic-Recessed	4
City Hall	Budget private office	Troffer-2X4-Prismatic-Recessed	4
City Hall	107 file storage	Troffer-2X4-Prismatic-Recessed	3
City Hall	109 it storage	Troffer-2X4-Prismatic-Recessed	4
City Hall	Elevator	Strip-4 foot-Open - no lens- Surface	1
City Hall	2ND FLOOR Main hallway	Troffer-2X4-Prismatic-Recessed	15
City Hall	2ND FLOOR Main hallway	Troffer-2X4-Prismatic-Recessed	5
City Hall	2ND FLOOR Main hallway	Keyless-Medium-Clear-Wall	1
City Hall	203 private office	Troffer-2X4-Prismatic-Recessed	4
City Hall	202 workroom	Troffer-2X4-Prismatic-Recessed	4
City Hall	204 comm dev oo	Troffer-2X4-Prismatic-Recessed	4

City Hall	204 comm dev oo	Pendant-Medium-Open - no lens-Pendant	1
City Hall	206 private office	Troffer-2X4-Prismatic-Recessed	6
City Hall	209 oo city law	Troffer-2X4-Prismatic-Recessed	4
City Hall	211 po	Troffer-2X4-Prismatic-Recessed	4
City Hall	207 work room	Troffer-2X4-Prismatic-Recessed	1
City Hall	205 law director	Troffer-2X4-Prismatic-Recessed	4
City Hall	210 auditor oo	Troffer-2X4-Prismatic-Recessed	7
City Hall	Workroom	Troffer-2X4-Prismatic-Recessed	3
City Hall	212 Po	Troffer-2X4-Prismatic-Recessed	2
City Hall	213 po	Troffer-2X4-Prismatic-Recessed	4
City Hall	215 w rr	6-in Can-Medium-Frosted-Recessed	3
City Hall	217 Janitor	Keyless-Medium-Clear-Pendant	1
City Hall	219 mechanical	Keyless-Medium-Clear-Pendant	1
City Hall	214 City council	Troffer-2X4-Prismatic-Recessed	20
City Hall	218 conference	Track -Medium-Open - no lens-Track	6
City Hall	218 conference	Decorative-Medium-Open - no lens-Pendant	1
City Hall	Camera room	Wrap-4 foot-Prismatic-Suspended	1
City Hall	Stairs	Troffer-2X4-Prismatic-Recessed	3
City Hall	Stairs	Wrap-4 foot-Prismatic-Suspended	1
City Hall	Stairs	Pendant-Medium-Open - no lens-Pendant	1
City Hall	220 po	Troffer-2X4-Prismatic-Recessed	1
City Hall	220 po	Strip-4 foot-Open - no lens-Surface	1
City Hall	222 224 engineering	Troffer-2X4-Prismatic-Recessed	8
City Hall	226 po	Troffer-2X4-Prismatic-Recessed	4
City Hall	228 reception	Troffer-2X4-Prismatic-Recessed	4

City Hall	230 conference	Troffer-2X4-Prismatic-Recessed	4
City Hall	232 PO	Troffer-2X4-Prismatic-Recessed	4
City Hall	Stairs	Wrap-4 foot-Prismatic-Surface	2
City Hall	Stairs	Wrap-4 foot-Prismatic-Surface	2
City Hall	235 Po	Troffer-2X4-Prismatic-Recessed	2
City Hall	233 231 229 227 oo	Troffer-2X4-Prismatic-Recessed	14
City Hall	225 Open office	Troffer-2X4-Prismatic-Recessed	2
City Hall	Vestibule	Troffer-2X4-Prismatic-Recessed	2
City Hall	Mechanical	Strip-8 foot-Open - no lens- Surface	3
City Hall	Elevator room	Keyless-Medium-Open - no lens- Surface	1
City Hall	Elevator room	Flood-Medium-None-Surface	1
City Hall	Hallway file storage	Strip-8 foot-Open - no lens- Surface	9
City Hall	Hallway file storage	Keyless-Medium-Clear-Wall	1
City Hall	File storage room	Reflector-8 foot-Open - no lens- Surface	3
City Hall	File storage room	Strip-8 foot-Open - no lens- Surface	2
City Hall	File storage room	Reflector-4 foot-Open - no lens- Suspended	2
City Hall	Stairs Landing	Keyless-Medium-Open - no lens- Surface	1
City Hall	File storage room	Strip-8 foot-Open - no lens- Surface	1
City Hall	Hallway file storage	Strip-8 foot-Open - no lens- Surface	4
City Hall	Hallway file storage	Keyless-Medium-Clear-Wall	1
City Hall	Stairwell	Strip-8 foot-Open - no lens- Surface	3
City Hall	File storage room	Strip-8 foot-Open - no lens- Surface	1

City Hall	File storage room	Strip-4 foot-Open - no lens-Surface	1
Eppley Fire Station	Garage bay	Wrap-Medium-Frosted-Surface	11
Eppley Fire Station	Garage bay	Strip-4 foot-Open - no lens-Suspended	1
Eppley Fire Station	Garage bay	Decorative-Medium-Open - no lens-Wall	1
Eppley Fire Station	Garage bay	Keyless-Medium-Open - no lens-Surface	2
Eppley Fire Station	Garage bay	6-in Can-Medium-Open - no lens-Recessed	1
Eppley Fire Station	Equipment room	Wrap-4 foot-Prismatic-Surface	1
Eppley Fire Station	Office hallway	Troffer-2X4-Prismatic-Recessed	1
Eppley Fire Station	Office hallway	Troffer-Medium-Prismatic-Recessed	1
Eppley Fire Station	Tv room	Troffer-2X4-Prismatic-Recessed	1
Eppley Fire Station	Tv room	Troffer-Medium-Prismatic-Recessed	1
Eppley Fire Station	Kitchen	Troffer-2X4-Prismatic-Recessed	1
Eppley Fire Station	Kitchen	Troffer-Medium-Prismatic-Recessed	1
Eppley Fire Station	Chief office	Troffer-Medium-Prismatic-Recessed	1
Eppley Fire Station	Chief office	4-in Can-Medium-Open - no lens-Recessed	8
Eppley Fire Station	Rr	Troffer-2X4-Prismatic-Recessed	2
Eppley Fire Station	Rr	Wrap-4 foot-Prismatic-Surface	1
Eppley Fire Station	Rr	Box-Medium-Clear-Recessed	1
Eppley Fire Station	Dorm	Troffer-2X4-Prismatic-Recessed	8
Eppley Fire Station	Hose drying room	Jelly Jar-Medium-Clear-Wall	2
Eppley Fire Station	Storage	Wrap-4 foot-Prismatic-Surface	2
Eppley Fire Station	Attic 1	Strip-4 foot-Open - no lens-Surface	2

Eppley Fire Station	Attic 2	Strip-4 foot-Open - no lens-Surface	2
Garages	Lobby	6-in Can-Medium-Frosted-Recessed	2
Garages	Rr	6-in Can-Medium-Frosted-Recessed	7
Garages	Reception	6-in Can-Medium-Frosted-Recessed	13
Garages	Closet	Keyless-Medium-Open - no lens-Surface	1
Garages	Po	6-in Can-Medium-Frosted-Recessed	4
Garages	Po	6-in Can-Medium-Frosted-Recessed	6
Garages	Po	6-in Can-Medium-Frosted-Recessed	4
Garages	Hallway	6-in Can-Medium-Frosted-Recessed	3
Garages	Time clock	Strip-8 foot-Open - no lens-Surface	3
Garages	Rr	6-in Can-Medium-Frosted-Recessed	9
Garages	Kitchen	6-in Can-Medium-Frosted-Recessed	18
Garages	Black top equipment storage	Explosion proof-Medium-Clear-Surface	6
Garages	Black top equipment storage	Explosion proof flood-Medium-Clear-Wall	6
Garages	Supervisor parking garage	Highbay-4 foot-Open - no lens-Suspended	3
Garages	Supervisor parking garage	Troffer-2X4-Prismatic-Suspended	8
Garages	Tool cage	Troffer-2X4-Prismatic-Surface	1
Garages	Street sweeper and dump storage	Highbay-4 foot-Open - no lens-Suspended	2

Garages	Street sweeper and dump storage	Troffer-2X4-Open - no lens-Suspended	2
Garages	Locked storage	Troffer-2X4-Open - no lens-Suspended	6
Garages	Vehicle garage	Highbay-4 foot-Open - no lens-Suspended	13
Garages	Vehicle garage	Highbay-4 foot-Open - no lens-Suspended	1
Garages	Vehicle garage	Highbay-Mogul-Clear-Pendant	2
Leonard Fire Station	Truck bay	Highbay-4 foot-Open - no lens-Surface	28
Leonard Fire Station	Truck bay	Highbay-4 foot-Open - no lens-Surface	4
Leonard Fire Station	Truck bay	Exit-Black-Red-Wall	2
Leonard Fire Station	Workshop	Industrial Strip-4 foot-Open - no lens-Suspended	8
Leonard Fire Station	Charging room	Industrial Strip-4 foot-Open - no lens-Suspended	6
Leonard Fire Station	Tool storage	Industrial Strip-4 foot-Open - no lens-Suspended	2
Leonard Fire Station	Oil/supply station	Industrial Strip-4 foot-Open - no lens-Suspended	3
Leonard Fire Station	Compressor rm	Industrial Strip-4 foot-Open - no lens-Surface	1
Leonard Fire Station	Lift chase	Jelly Jar-Medium-Clear-Wall	3
Leonard Fire Station	Hose storage	Industrial Strip-4 foot-Open - no lens-Suspended	6
Leonard Fire Station	Fire suit storage	Troffer-2X4-Prismatic-Recessed	2
Leonard Fire Station	Hallway	Troffer-2X4-Prismatic-Recessed	4
Leonard Fire Station	Hallway	Troffer-2X4-Prismatic-Recessed	2
Leonard Fire Station	Hallway	Exit-Black-Red-Wall	1
Leonard Fire Station	Electrical room	Troffer-2X4-Prismatic-Recessed	1
Leonard Fire Station	Housekeeping	Decorative-Medium-Open - no lens-Wall	1

Leonard Fire Station	Training room	6-in Can-Medium-Open - no lens-Recessed	6
Leonard Fire Station	Training room	Troffer-2X4-Prismatic-Recessed	6
Leonard Fire Station	Vestibule	Troffer-2X4-Prismatic-Recessed	1
Leonard Fire Station	Vestibule	Troffer-2X4-Prismatic-Recessed	2
Leonard Fire Station	Front office	Troffer-2X4-Prismatic-Recessed	4
Leonard Fire Station	Front office	6-in Can-Medium-Open - no lens-Recessed	4
Leonard Fire Station	Rr	Vanity-2 foot-Prismatic-Wall	1
Leonard Fire Station	Rr	Vanity-2 foot-Prismatic-Wall	1
Leonard Fire Station	Stairs	Troffer-2X4-Prismatic-Recessed	3
Leonard Fire Station	Hallway	Wrap-4 foot-Prismatic-Surface	2
Leonard Fire Station	Janitor	Keyless-Medium-Open - no lens-Wall	1
Leonard Fire Station	Gym	Troffer-2X4-Basket-Recessed	6
Leonard Fire Station	Gym	6-in Can-Medium-Open - no lens-Recessed	5
Leonard Fire Station	Storage	Strip-8 foot-Open - no lens-Surface	2
Leonard Fire Station	Mech rm	Industrial Strip-4 foot-Open - no lens-Suspended	4
Leonard Fire Station	Closet	Industrial Strip-4 foot-Open - no lens-Surface	1
Leonard Fire Station	Kitchen	Troffer-2X4-Prismatic-Recessed	4
Leonard Fire Station	Kitchen	Hood-MR16-None-Recessed	1
Leonard Fire Station	Kitchen	Strip-33"-Open - no lens-Surface	1
Leonard Fire Station	Kitchen storage	Strip-4 foot-Open - no lens-Surface	1
Leonard Fire Station	Lounge	2X2-Troffer-Prismatic-Recessed	2
Leonard Fire Station	Lounge	6-in Can-Medium-Open - no lens-Recessed	4
Leonard Fire Station	Lounge	Exit-Black-Red-Wall	1

Leonard Fire Station	Generator room	Strip-4 foot-Open - no lens-Surface	2
Leonard Fire Station	Storage	Troffer-2X4-Prismatic-Recessed	2
Leonard Fire Station	Dorm room	Strip-4 foot-Open - no lens-Wall	8
Leonard Fire Station	Dorm room	Troffer-2X4-Prismatic-Recessed	8
Leonard Fire Station	Dorm room	2X2-Troffer-Prismatic-Recessed	2
Leonard Fire Station	Dorm room	Exit-Black-Red-Wall	1
Leonard Fire Station	Stairs	Keyless-Medium-Open - no lens-Wall	1
Leonard Fire Station	Rr	Wrap-4 foot-Prismatic-Surface	5
Leonard Fire Station	Rr	Strip-4 foot-Open - no lens-Wall	2
Leonard Fire Station	Dorm room	Strip-4 foot-Open - no lens-Wall	8
Leonard Fire Station	Dorm room	Troffer-2X4-Prismatic-Recessed	4
Leonard Fire Station	Dorm room	2X2-Troffer-Prismatic-Recessed	1
Leonard Fire Station	Dorm room	Exit-Black-Red-Wall	1
Leonard Fire Station	Stairwell	2X2-Troffer-Prismatic-Recessed	1
Parks and Rec	Front office	Troffer-2X4-Prismatic-Recessed	4
Parks and Rec	Side office	Troffer-2X4-Prismatic-Recessed	2
Parks and Rec	Po	Troffer-2X4-Prismatic-Recessed	2
Parks and Rec	Rr	Round-Medium-Frosted-Surface	1
Parks and Rec	Break room	Troffer-2X4-Prismatic-Recessed	4
Parks and Rec	File storage	2X2-Troffer-Prismatic-Recessed	1
Parks and Rec	Storage	Round-Medium-Frosted-Surface	2
Parks and Rec	Storage	Troffer-2X4-Prismatic-Recessed	1
Parks and Rec	Storage	Decorative-Medium-Open - no lens-Surface	1
Parks and Rec	Storage	Troffer-2X4-Prismatic-Recessed	1
Parks and Rec	Storage	Decorative-Medium-Open - no lens-Surface	1
Parks and Rec	Storage	Wrap-4 foot-Prismatic-Surface	1

Parks and Rec	Storage	Wrap-4 foot-Prismatic-Surface	2
Parks and Rec	Garage	Strip-4 foot-Open - no lens-Suspended	5
Parks and Rec	Garage	Strip-8 foot-Open - no lens-Suspended	2
Parks and Rec	Garage	Strip-4 foot-Open - no lens-Suspended	1
Parks and Rec	Rr	Keyless-Medium-Open - no lens-Surface	1
Parks and Rec	Garage	Strip-4 foot-Open - no lens-Suspended	6
Parks and Rec	Garage	Strip-8 foot-Open - no lens-Suspended	6
Parks and Rec	Secure storage	Strip-8 foot-Open - no lens-Suspended	2
Parks and Rec	Closet	Keyless-Medium-Open - no lens-Surface	1
Parks and Rec	Upstairs break room	6-in Can-Medium-Clear-Recessed	7
Parks and Rec	Upstairs break room	Exit w/BBU-White-Red-Surface	1
Parks and Rec	Upstairs rr	Vanity-Medium-Open - no lens-Wall	1
Parks and Rec	Upstairs rr	Round-Medium-Frosted-Surface	1
Police Annex	Vestibule	2x4 troffer-Medium-Frosted-Recessed	2
Police Annex	Po	2x4 troffer-Medium-Frosted-Recessed	2
Police Annex	Po	2x4 troffer-Medium-Frosted-Recessed	2
Police Annex	Reception	2x4 troffer-Medium-Frosted-Recessed	7
Police Annex	Po	2x4 troffer-Medium-Frosted-Recessed	2
Police Annex	Po	2x4 troffer-Medium-Frosted-Recessed	2

Police Annex	Po	2x4 troffer-Medium-Frosted-Recessed	1
Police Annex	Evidence storage	2x2 troffer-Medium-Frosted-Recessed	2
Police Annex	Conference	2x4 troffer-Medium-Frosted-Recessed	4
Police Annex	Po	2x4 troffer-Medium-Frosted-Recessed	2
Police Annex	Open office	2x4 troffer-Medium-Frosted-Recessed	10
Police Annex	Po	2x4 troffer-Medium-Frosted-Recessed	2
Police Annex	Po	2x2 troffer-Medium-Frosted-Recessed	6
Police Annex	Lobby	Decorative-Medium-Frosted-Pendant	3
Police Annex	Po	2x4 troffer-Medium-Frosted-Recessed	2
Police Annex	Rr	Wrap-4 foot-Prismatic-Surface	2
Police Annex	Stairwell	Wrap-4 foot-Prismatic-Surface	4
Police Annex	Elevator	Strip-2 foot-Open - no lens-Surface	2
Police Annex	Shop storage	Highbay-4 foot-Open - no lens-Suspended	1
Police Annex	Main shop	Highbay-4 foot-Open - no lens-Suspended	9
Police Annex	Utility and stairs	Decorative-Medium-Open - no lens-Pendant	1
Police Annex	Shop conference	Wrap-4 foot-Prismatic-Surface	2
Police Annex	Shop conference	Troffer-2X4-Prismatic-Recessed	8
Police Annex	Shop upstairs storage	Strip-Medium-Frosted-Surface	2
Police Annex	Shop upstairs storage	Keyless-Medium-Open - no lens-Surface	3

Police Annex	Shop upstairs storage	Wrap-4 foot-Prismatic-Surface	1
Police Annex	Shop closets	Keyless-Medium-Open - no lens-Surface	2
Police Annex	Training room	Highbay-4 foot-Open - no lens-Suspended	3
Police Annex	Classroom	Troffer-2X4-Prismatic-Recessed	6
Police Annex	Training center hallway	Troffer-2X4-Prismatic-Recessed	2
Police Annex	Rr	Troffer-2X4-Prismatic-Recessed	2
Police Annex	Rr	Vanity-4 foot-Clear-Surface	1
Police Annex	Polygraph hall	Wrap-4 foot-Prismatic-Recessed	6
Police Annex	Polygraph hall	Square-Medium-Clear-Recessed	1
Police Annex	Polygraph hall	Troffer-2X4-Prismatic-Surface	2
Police Annex	Polygraph room	Troffer-2X4-Prismatic-Surface	4
Police Annex	Po	Troffer-2X4-Paracube-Recessed	8
Police Annex	Po rr	Round-Medium-Clear-Surface	1
Police Annex	Po closet	Keyless-Medium-Open - no lens-Surface	1
Police Annex	Po	Troffer-2X4-Paracube-Recessed	8
Police Annex	Storage	Troffer-2X4-Prismatic-Surface	8
Police Annex	Storage	Troffer-4 foot-Clear-Surface	1
Police Annex	Stairwell	Round-Medium-Clear-Surface	3
Police Annex	Workout room	Decorative-Medium-Frosted-Pendant	3
Police Annex	Workout room	1x1 troffer -Medium-Open - no lens-Suspended	1
Police Annex	Workout room	Wrap-4 foot-Prismatic-Surface	12
Police Annex	Workout room	Strip-8 foot-Open - no lens-Surface	4
Police Annex	Open room with stairs	Strip-8 foot-Open - no lens-Surface	2

Police Annex	Po	Keyless-Medium-Open - no lens-Surface	1
Police Annex	Po	Keyless-Medium-Open - no lens-Surface	10
Police Annex	Evidence room	1x1 troffer -Medium-Open - no lens-Suspended	8
Police Annex	Evidence garage	Strip-8 foot-Open - no lens-Suspended	9
Police Annex	Evidence garage	Keyless-Medium-Open - no lens-Surface	3
Police Annex	Evidence garage	Highbay-4 foot-Open - no lens-Suspended	4
Police Annex	Basement storage	Decorative-Medium-Frosted-Pendant	2
Police Annex	Basement storage	1x1 troffer -Medium-Open - no lens-Suspended	8
Police Annex	Basement storage	Keyless-Medium-Open - no lens-Surface	4
Police Annex	Basement storage	Wrap-4 foot-Parabolic-Suspended	2
Police Annex	Basement storage	Keyless-Medium-Open - no lens-Surface	1
Police Annex	Wire storage	Highbay-4 foot-Open - no lens-Suspended	3
Police Annex	Craig po 2nd floor	Troffer-2X4-Prismatic-Recessed	4
Safety Building	Truck bay	Highbay-4 foot-Open - no lens-Suspended	20
Safety Building	Utility and lockers	Highbay-4 foot-Open - no lens-Suspended	2
Safety Building	Uniform storage	Highbay-4 foot-Open - no lens-Suspended	2
Safety Building	Tool storage	Strip-4 foot-Open - no lens-Surface	2
Safety Building	Workshop	Highbay-4 foot-Open - no lens-Suspended	6
Safety Building	Fire duty office shared office	Troffer-2X4-Prismatic-Recessed	1

Safety Building	Fire duty office shared office	6-in Can-Medium-Open - no lens-Recessed	4
Safety Building	Fire duty back office shared office	Troffer-2X4-Prismatic-Recessed	2
Safety Building	Fire duty back office shared office	6-in Can-Medium-Open - no lens-Recessed	3
Safety Building	Vestibule	Square-Medium-Clear-Recessed	1
Safety Building	Vestibule	Exit-White-Red-Surface	1
Safety Building	Men rr	Wrap-4 foot-Prismatic-Surface	1
Safety Building	Men rr	Vanity-Medium-Open - no lens-Wall	2
Safety Building	Hose drying area	Strip-4 foot-Open - no lens-Surface	1
Safety Building	Station stairs	Troffer-2X4-Prismatic-Recessed	2
Safety Building	Station stairs	Wrap-4 foot-Prismatic-Surface	1
Safety Building	Station stairs	6-in Can-Medium-Open - no lens-Recessed	3
Safety Building	Secretary po	2X2-Troffer-Prismatic-Recessed	2
Safety Building	Secretary po	6-in Can-Medium-Open - no lens-Recessed	5
Safety Building	Fire chief po	Troffer-2X4-Prismatic-Recessed	2
Safety Building	Utility closet	Keyless-Medium-Open - no lens-Wall	1
Safety Building	Medical closet	Keyless-Medium-Open - no lens-Surface	1
Safety Building	2nd floor Hallway	Troffer-2X4-Prismatic-Recessed	3
Safety Building	Janitor closet	Keyless-Medium-Open - no lens-Wall	1
Safety Building	Kitchen	Troffer-2X4-Paracube-Recessed	6
Safety Building	Dorm	Troffer-2X4-Prismatic-Recessed	16
Safety Building	Rr	Wrap-Medium-Frosted-Surface	3
Safety Building	Breakroom	Troffer-2X4-Prismatic-Recessed	6

Safety Building	Breakroom	6-in Can-Medium-Open - no lens-Recessed	6
Safety Building	Breakroom hallway	Troffer-2X4-Prismatic-Recessed	2
Safety Building	Small dom	Troffer-2X4-Prismatic-Recessed	2
Safety Building	Small dom	6-in Can-Medium-Frosted-Recessed	3
Safety Building	Small dom	6-in Can-Medium-Open - no lens-Recessed	1
Safety Building	Utiily closet	Strip-Medium-Clear-Suspended	1
Safety Building	Main Lobby	Exit-White-Red-Surface	1
Safety Building	Main Lobby	Troffer-2X4-Prismatic-Recessed	4
Safety Building	Main Lobby	2X2-Troffer-Prismatic-Recessed	1
Safety Building	Metal detector room	2X2-Troffer-Prismatic-Recessed	1
Safety Building	Dispatch	6-in Can-Medium-Open - no lens-Recessed	14
Safety Building	Server room	Wrap-4 foot-Prismatic-Suspended	2
Safety Building	Records oo	Troffer-2X4-Prismatic-Recessed	5
Safety Building	Hallway	Troffer-2X4-Prismatic-Recessed	5
Safety Building	Hallway	Exit-White-Red-Surface	1
Safety Building	Courtroom	Troffer-2X4-Prismatic-Recessed	16
Safety Building	Clerks oo	Troffer-2X4-Prismatic-Recessed	8
Safety Building	Judge po	Troffer-2X4-Prismatic-Recessed	2
Safety Building	Mens rr	2X2-Troffer-Prismatic-Recessed	1
Safety Building	Womens rr	2X2-Troffer-Prismatic-Recessed	1
Safety Building	Womens rr	Troffer-2X4-Prismatic-Recessed	1
Safety Building	Probation Dept po	Troffer-2X4-Prismatic-Recessed	2
Safety Building	Stairwell	Square-Medium-Clear-Recessed	1
Safety Building	Stairwell	Troffer-2X4-Prismatic-Recessed	2
Safety Building	Stairwell	Exit-White-Red-Surface	1
Safety Building	Womens lounge/rr	Troffer-2X4-Prismatic-Recessed	2

Safety Building	Womens lounge/rr	Vanity-Medium-Open - no lens-Wall	1
Safety Building	Janitor closet	Wrap-4 foot-Prismatic-Surface	1
Safety Building	Hallway	Troffer-2X4-Prismatic-Recessed	3
Safety Building	Hallway	Exit-White-Red-Ceiling	1
Safety Building	Electrical panel room	Strip-2 foot-Open - no lens-Surface	1
Safety Building	Break room	Troffer-2X4-Prismatic-Recessed	3
Safety Building	Break room	2X2-Troffer-Prismatic-Recessed	1
Safety Building	Work room	Wrap-4 foot-Prismatic-Surface	4
Safety Building	Po	2X2-Troffer-Prismatic-Recessed	1
Safety Building	Po	Wrap-4 foot-Prismatic-Suspended	2
Safety Building	Closet	Square-Medium-Clear-Recessed	1
Safety Building	Elevator room	Jelly Jar-Medium-Clear-Wall	1
Safety Building	Generator room	Reflector-4 foot-Open - no lens-Surface	4
Safety Building	Storage room	Reflector-4 foot-Open - no lens-Surface	2
Safety Building	Interview room	2X2-Troffer-Prismatic-Recessed	1
Safety Building	Hallway by breakroom	Troffer-2X4-Prismatic-Recessed	4
Safety Building	Storage room	Troffer-2X4-Prismatic-Recessed	1
Safety Building	Computer room	Troffer-2X4-Prismatic-Recessed	2
Safety Building	Po	Troffer-2X4-Prismatic-Recessed	2
Safety Building	Conference room	Troffer-2X4-Prismatic-Recessed	2
Safety Building	Police chief po	6-in Can-Medium-Frosted-Recessed	6
Safety Building	Chief of police admin assist	Troffer-2X4-Prismatic-Recessed	2
Safety Building	Hallway	Troffer-2X4-Prismatic-Recessed	4
Safety Building	Hallway	2X2-Troffer-Prismatic-Recessed	2

Safety Building	Detective bureau oo	Troffer-2X4-Prismatic-Recessed	6
Safety Building	Detective bureau oo	2X2-Troffer-Prismatic-Recessed	1
Safety Building	Captains po	Troffer-2X4-Prismatic-Recessed	1
Safety Building	Storage	Wrap-4 foot-Prismatic-Surface	1
Safety Building	Interview room	Troffer-2X4-Prismatic-Recessed	1
Safety Building	File room storage	Troffer-2X4-Prismatic-Recessed	2
Safety Building	Po	Wrap-4 foot-Prismatic-Surface	2
Safety Building	Interview room	Troffer-2X4-Prismatic-Recessed	1
Safety Building	Record storage	Troffer-2X4-Prismatic-Recessed	2
Safety Building	Womens correction officer locker room	Troffer-2X4-Prismatic-Recessed	9
Safety Building	Training room hallway	Troffer-2X4-Prismatic-Recessed	7
Safety Building	Training room hallway	Exit w/BBU-White-Red-Wall	1
Safety Building	Shredder room	2X2-Troffer-Prismatic-Recessed	1
Safety Building	Shredder room	Keyless-Medium-Open - no lens-Surface	1
Safety Building	Training room	Troffer-2X4-Prismatic-Recessed	9
Safety Building	Training room	Exit-White-Red-Surface	1
Safety Building	Hallway by locker room	Square-Medium-Clear-Recessed	1
Safety Building	SRT room	Keyless-Medium-Open - no lens-Surface	3
Safety Building	Storage	Strip-4 foot-Open - no lens-Surface	6
Safety Building	Storage	Wrap-4 foot-Prismatic-Surface	4
Safety Building	Police locker room	Troffer-2X4-Prismatic-Recessed	2
Safety Building	Police locker room	Troffer-2X4-Prismatic-Recessed	5
Safety Building	Rr	Vanity-4 foot-Prismatic-Surface	2
Safety Building	Shower room	Wrap-4 foot-Prismatic-Surface	2

Safety Building	Closet	Keyless-Medium-Open - no lens-Surface	1
Safety Building	Hallway	Troffer-2X4-Prismatic-Recessed	4
Safety Building	Hallway	2X2-Troffer-Prismatic-Recessed	1
Safety Building	Old Kitchen	Vapor Tight-4 foot-Clear-Surface	28
Safety Building	Old cooler	Jelly Jar-Medium-Clear-Wall	2
Safety Building	Po	Troffer-2X4-Prismatic-Recessed	2
Safety Building	Commissary storage	Troffer-2X4-Prismatic-Recessed	2
Safety Building	Rr	Drum-Medium-Frosted-Surface	1
Safety Building	Janitor	Troffer-2X4-Prismatic-Recessed	1
Safety Building	Hallway off kitchen	Troffer-2X4-Prismatic-Recessed	2
Safety Building	Laundry	Vapor Tight-4 foot-Clear-Surface	7
Safety Building	Laundry	Vapor Tight-4 foot-Clear-Surface	3
Safety Building	203 storage	Troffer-2X4-Prismatic-Recessed	1
Safety Building	Storage	Reflector-4 foot-Open - no lens-Surface	6
Safety Building	Phone room	Reflector-4 foot-Open - no lens-Surface	2
Safety Building	Booking area	Troffer-2X4-Prismatic-Recessed	13
Safety Building	Booking area	Track-Medium-Open - no lens-Track	4
Safety Building	Booking area	6-in Can-Medium-Open - no lens-Recessed	3
Safety Building	Booking area	Vapor Tight-4 foot-Clear-Surface	1
Safety Building	Rr	Round-Medium-Clear-Surface	1
Safety Building	Po	Troffer-2X4-Prismatic-Recessed	4
Safety Building	Womens dorm hallway	Troffer-2X4-Prismatic-Recessed	4
Safety Building	Womens dorm hallway	6-in Can-Medium-Open - no lens-Recessed	1
Safety Building	Womens dorm hallway	6-in Can-Medium-Frosted-Recessed	1

Safety Building	Rr	Round-Medium-Clear-Surface	1
Safety Building	Day room	Troffer-2X2-Prismatic-Surface	3
Safety Building	Day room	Troffer-2X2-Prismatic-Surface	9
Safety Building	Cell	Vandalproof-4 foot-Clear-Surface	1
Safety Building	Cell	Vandalproof-4 foot-Clear-Surface	1
Safety Building	Cell	Vandalproof-4 foot-Clear-Surface	1
Safety Building	Cell	Vandalproof-4 foot-Clear-Surface	1
Safety Building	Day room	Troffer-2X2-Prismatic-Surface	9
Safety Building	Visitation	Troffer-2X4-Prismatic-Recessed	3
Safety Building	Rr	Round-Medium-Clear-Surface	1
Safety Building	Cells	Vandalproof-4 foot-Clear-Surface	1
Safety Building	Cells	Vandalproof-4 foot-Clear-Surface	1
Safety Building	Cells	Vandalproof-4 foot-Clear-Surface	1
Safety Building	Visitation	Troffer-2X4-Prismatic-Recessed	4
Safety Building	Visitation	Troffer-2X4-Prismatic-Recessed	1
Safety Building	Visitation	2X2-Troffer-Prismatic-Recessed	1
Safety Building	Visitation	6-in Can-Medium-Frosted-Recessed	1
Safety Building	Visitation	6-in Can-Medium-Open - no lens-Recessed	1
Safety Building	Storage room	Round-Medium-Clear-Surface	1
Safety Building	Shower	Square-Medium-Clear-Recessed	1
Safety Building	Shower	Troffer-2X4-Prismatic-Recessed	1
Safety Building	Inmate property storage	Troffer-2X4-Prismatic-Recessed	1
Safety Building	Cells	Vandalproof-4 foot-Clear-Surface	1
Safety Building	Cells	Vandalproof-4 foot-Clear-Surface	1
Safety Building	Cells	Vandalproof-4 foot-Clear-Surface	1
Safety Building	Cells	Vandalproof-4 foot-Clear-Surface	1

Safety Building	Large Cell	Vandalproof-4 foot-Clear-Surface	2
Safety Building	Large Cell	Vandalproof-4 foot-Clear-Surface	2
Safety Building	Rr	Round-Medium-Clear-Surface	1
Safety Building	Janitor	Reflector-4 foot-Open - no lens-Surface	1
Safety Building	Mechanical	Reflector-4 foot-Open - no lens-Surface	9
Safety Building	Multi purpose	2x4 panel-Medium-Frosted-Recessed	8
Safety Building	Rec room	Strip-Medium-Clear-Suspended	2
Safety Building	Hallway	Troffer-2X4-Prismatic-Recessed	5
Safety Building	Hallway	Troffer-2X4-Prismatic-Recessed	1
Safety Building	Central control	Troffer-2X4-Prismatic-Recessed	1
Safety Building	Central control	Round-Medium-Clear-Surface	1
Safety Building	Med room	2X2-Troffer-Prismatic-Recessed	2
Safety Building	Rr	Troffer-2X4-Prismatic-Recessed	1
Safety Building	Stairwell	Reflector-4 foot-Open - no lens-Surface	3
Safety Building	Stairwell	Direct/Indirect-4 foot-Open - no lens-Wall	4
Safety Building	Stairwell	Reflector-4 foot-Open - no lens-Surface	4
Safety Building	Stairwell	Direct/Indirect-4 foot-Open - no lens-Wall	3
Safety Building	Water room	Reflector-4 foot-Open - no lens-Surface	1
Safety Building	Sprinkler room	Reflector-4 foot-Open - no lens-Surface	1
Safety Building	Storage	Jelly Jar-Medium-Clear-Wall	3
Safety Building	Storage	Reflector-4 foot-Open - no lens-Surface	3
Safety Building	Storage	Reflector-4 foot-Open - no lens-Surface	1

Safety Building	Sally port	Strip-4 foot-Clear-Suspended	7
Safety Building	Mech	Reflector-4 foot-Open - no lens-Surface	3
Safety Building	Elevator	Reflector-4 foot-Open - no lens-Surface	1
Safety Building	Lobby	Troffer-2X4-Prismatic-Recessed	2
Safety Building	Lobby	Troffer-2X4-Prismatic-Recessed	2
Safety Building	Stairs	Reflector-4 foot-Open - no lens-Surface	4
Safety Building	Stairs	Direct/Indirect-4 foot-Open - no lens-Wall	4
Secrest Auditorium	Auditorium	Round-Medium-Clear-Recessed	24
Secrest Auditorium	Auditorium	Decorative-Candelabra-Clear-Surface	24
Secrest Auditorium	Auditorium	Decorative-Candelabra-Open - no lens-Suspended	88
Secrest Auditorium	Auditorium	Round-Medium-Clear-Surface	14
Secrest Auditorium	Auditorium	Decorative-Candelabra-Open - no lens-Suspended	22
Secrest Auditorium	Spot booth	Pendant-Medium-Open - no lens-Pendant	1
Secrest Auditorium	Spot booth	Pendant-Medium-Open - no lens-Pendant	1
Secrest Auditorium	Stage	Pendant-Medium-Open - no lens-Pendant	5
Secrest Auditorium	Stage	Flood-Medium-Open - no lens-Surface	2
Secrest Auditorium	Stage	Pendant-Medium-Open - no lens-Pendant	9
Secrest Auditorium	Main lobby	Chandelier-Medium-Clear-Surface	12
Secrest Auditorium	Main lobby	Chandelier-Candelabra-Open - no lens-Surface	8
Secrest Auditorium	Main lobby	Track-Medium-Open - no lens-Track	13

Secrest Auditorium	Main lobby	Round-Medium-Clear-Recessed	21
Secrest Auditorium	Main lobby	6-in Can-Medium-Frosted-Recessed	6
Secrest Auditorium	Main lobby	Drum-Medium-Frosted-Surface	1
Secrest Auditorium	Handicap rr	Wrap-4 foot-Prismatic-Surface	1
Secrest Auditorium	Handicap rr	Jelly Jar-Medium-Frosted-Wall	1
Secrest Auditorium	Stairs	Drum-Medium-Frosted-Surface	1
Secrest Auditorium	Stairs	Wrap-4 foot-Prismatic-Surface	1
Secrest Auditorium	Balcony lobby	Drum-Medium-Frosted-Surface	4
Secrest Auditorium	Balcony stairs	Drum-Medium-Frosted-Surface	2
Secrest Auditorium	Balcony rr	Round-Medium-Clear-Surface	1
Secrest Auditorium	Balcony rr	Round-Medium-Clear-Surface	1
Secrest Auditorium	Stairs to basement	Wrap-4 foot-Prismatic-Surface	1
Secrest Auditorium	Rr	Jelly Jar-Medium-Frosted-Wall	1
Secrest Auditorium	Rr	Troffer-2X4-Prismatic-Recessed	5
Secrest Auditorium	Mechanical	Troffer-2X4-Prismatic-Suspended	1
Secrest Auditorium	Basement reception area	Troffer-2X4-Prismatic-Recessed	52
Secrest Auditorium	Basement reception area	Track-Medium-Open - no lens-Track	76
Secrest Auditorium	Storage rm	Wrap-4 foot-Open - no lens-Suspended	1
Secrest Auditorium	Mech	Industrial Strip-4 foot-Wire-Suspended	8
Secrest Auditorium	Stair	Wrap-4 foot-Prismatic-Surface	2
Secrest Auditorium	Stair	Keyless-Medium-Frosted-Wall	1
Secrest Auditorium	Chair storage	Strip-8 foot-Open - no lens-Suspended	1
Secrest Auditorium	Chair storage	Industrial Strip-4 foot-Wire-Suspended	8
Secrest Auditorium	Storage rm	Wrap-4 foot-Open - no lens-Suspended	1

Secrest Auditorium	Storage rm	8-in Can-Horizontal Plug-in 4 Pin-Open - no lens-Recessed	8
Secrest Auditorium	Storage rm	Troffer-2X4-Prismatic-Recessed	8
Secrest Auditorium	Storage rm	Wrap-4 foot-Open - no lens-Suspended	1
Secrest Auditorium	Kitchen	Wrap-4 foot-Open - no lens-Pendant	8
Secrest Auditorium	Buffet room	Troffer-2X4-Prismatic-Recessed	6
Secrest Auditorium	LI vestibule	Decorative-Medium-Frosted-Surface	1
Secrest Auditorium	Ramp to basement	Troffer-2X4-Prismatic-Recessed	3
Secrest Auditorium	Electrical rm	Strip-8 foot-Wire guard-Suspended	1
Secrest Auditorium	Switch gear rm	Wrap-8 foot-Open - no lens-Suspended	1
Secrest Auditorium	Mech rm	Strip-8 foot-Open - no lens-Suspended	2
Secrest Auditorium	Mech rm	Strip-4 foot-Open - no lens-Suspended	2
Secrest Auditorium	Office hallway	2x4 panel-Medium-Frosted-Recessed	12
Secrest Auditorium	Rr	Wrap-4 foot-Prismatic-Surface	2
Secrest Auditorium	Storage	Troffer-2X4-Prismatic-Recessed	2
Secrest Auditorium	Main office	2x4 panel-Medium-Frosted-Recessed	2
Secrest Auditorium	Conference	Decorative-Candelabra-Open - no lens-Suspended	1
Secrest Auditorium	Po	Troffer-2X4-Prismatic-Recessed	4
Secrest Auditorium	Rr	Troffer-2X4-Prismatic-Recessed	1
Secrest Auditorium	Rr	2x4 panel-Medium-Frosted-Recessed	1
Secrest Auditorium	Lounge	2X2-Troffer-Prismatic-Recessed	2
Secrest Auditorium	Maintenance	Wrap-4 foot-Prismatic-Surface	2
Secrest Auditorium	Maintenance	Keyless-Medium-Frosted-Wall	1

Secrest Auditorium	Performers stairs	Decorative-Medium-Frosted-Surface	2
Secrest Auditorium	Basement stairs	Wrap-4 foot-Prismatic-Surface	1
Secrest Auditorium	Basement stairs	Wrap-4 foot-Prismatic-Surface	1
Secrest Auditorium	W dressing rm	Vanity-Medium-Open - no lens-Wall	72
Secrest Auditorium	W dressing rm	6-in Can-Medium-Frosted-Recessed	6
Secrest Auditorium	W dressing rm	Troffer-1X4-Prismatic-Recessed	1
Secrest Auditorium	Hallway	2X2-Troffer-Prismatic-Recessed	7
Secrest Auditorium	Hallway	Decorative-Medium-Frosted-Surface	1
Secrest Auditorium	M dressing rm	Vanity-Medium-Open - no lens-Wall	72
Secrest Auditorium	M dressing rm	6-in Can-Medium-Frosted-Recessed	6
Secrest Auditorium	M dressing rm	Troffer-1X4-Prismatic-Recessed	1
Secrest Auditorium	W rr	Wrap-4 foot-Prismatic-Surface	2
Secrest Auditorium	Ticket Lobby	Round-Medium-Clear-Recessed	16
Secrest Auditorium	Ticket Lobby	Chandelier-Medium-Clear-Surface	12
Secrest Auditorium	Ticket Lobby	Wrap-4 foot-Prismatic-Surface	1
Secrest Auditorium	Ticket Counter	Drum-Medium-Frosted-Surface	1
Traffic	Garage bay 1	Highbay-4 foot-Open - no lens-Suspended	6
Traffic	Garage bay 1	Highbay-4 foot-Open - no lens-Suspended	2
Traffic	Garage bay 2	Industrial Strip-8 foot-Open - no lens-Suspended	1
Traffic	Garage bay 2	Highbay-4 foot-Open - no lens-Suspended	2
Traffic	Garage bay 2	Highbay-4 foot-Open - no lens-Suspended	2

Traffic	Garage bay 2	Industrial Strip-8 foot-Open - no lens-Surface	5
Traffic	Bottom garage	Industrial Strip-8 foot-Open - no lens-Surface	6
Traffic	Bottom garage	Security-Medium-Open - no lens-Wall	1
Traffic	Upstairs storage	Industrial Strip-8 foot-Open - no lens-Suspended	3
Traffic	Upstairs storage	Security-Medium-Open - no lens-Fixture	2
Traffic	Upstairs storage	Industrial Strip-8 foot-Open - no lens-Surface	5
Traffic	Upstairs storage	4-in Can-Medium-Open - no lens-Recessed	9
Traffic	Upstairs storage	Wallpack-Mogul-Clear-Surface	2
Traffic	Upstairs po	6-in Can-Medium-Open - no lens-Recessed	3
Traffic	Upstairs po	6-in Can-Medium-Open - no lens-Recessed	3
Traffic	Break room	Industrial Strip-8 foot-Open - no lens-Surface	1
Traffic	Break room	Wrap-4 foot-Open - no lens-Surface	1
Traffic	Break room	Strip-4 foot-Open - no lens-Surface	1
Traffic	Hallway	Industrial Strip-8 foot-Open - no lens-Surface	1
Traffic	Secured storage	Industrial Strip-8 foot-Open - no lens-Surface	1
Traffic	Hallway	Cloud-4 foot-Clear-Surface	1
Traffic	Po	Troffer-Medium-Prismatic-Recessed	3
Traffic	Po	2 in can-2 Pin-MR16-Recessed	3
Traffic	Rr	Troffer-2x4-Frosted-Recessed	2

Vehicle Maintenance	Garage	Highbay-Mogul-Open - no lens-Pendant	18
Vehicle Maintenance	Garage	Industrial Strip-8 foot-Open - no lens-Suspended	5
Vehicle Maintenance	Garage	Strip-8 foot-Open - no lens-Suspended	3
Vehicle Maintenance	Garage	Industrial Strip-8 foot-Open - no lens-Suspended	2
Vehicle Maintenance	Garage	Exit-White-Red-Surface	2
Vehicle Maintenance	Stairs to storage	Exit-White-Red-Surface	1
Vehicle Maintenance	Stairs to storage	Jelly Jar-Medium-Clear-Surface	1
Vehicle Maintenance	Parts Storage	Strip-8 foot-Open - no lens-Suspended	11
Vehicle Maintenance	Parts Storage	Strip-4 foot-Open - no lens-Suspended	2
Vehicle Maintenance	Po	Troffer-2X4-Prismatic-Recessed	4
Vehicle Maintenance	Po	Troffer-2X4-Prismatic-Recessed	2
Vehicle Maintenance	Downstairs parts storage	Industrial Strip-8 foot-Open - no lens-Surface	8
Vehicle Maintenance	Downstairs parts storage	Strip-8 foot-Open - no lens-Surface	1
Vehicle Maintenance	Breakroom	Troffer-2X4-Prismatic-Recessed	4
Vehicle Maintenance	Back shop	High bay-Medium-Open - no lens-Pendant	5
Vehicle Maintenance	Back shop	High bay-Medium-Open - no lens-Pendant	1
Vehicle Maintenance	Back shop	Highbay-Mogul-Open - no lens-Surface	2
Vehicle Maintenance	Back shop	Highbay-8 foot-Open - no lens-Suspended	2
Vehicle Maintenance	Back shop	Strip-8 foot-Open - no lens-Suspended	1
Vehicle Maintenance	Back shop	Strip-8 foot-Open - no lens-Surface	2

Vehicle Maintenance	Back shop	Industrial Strip-8 foot-Open - no lens-Suspended	2
Vehicle Maintenance	Back shop	Strip-4 foot-Open - no lens-Suspended	1
Vehicle Maintenance	Back shop	Exit-White-Red-Surface	2
Vehicle Maintenance	Back garage	Highbay-Mogul-Open - no lens-Pendant	12
Vehicle Maintenance	Back garage	Troffer-2X4-Open - no lens-Suspended	1
Vehicle Maintenance	Back garage	Strip-4 foot-Open - no lens-Surface	1
Vehicle Maintenance	Water storage stairs	Jelly Jar-Medium-Clear-Surface	1
Vehicle Maintenance	Water storage	Strip-4 foot-Open - no lens-Surface	8
Vehicle Maintenance	Water storage	Reflector-Medium-Open - no lens-Surface	10
Vehicle Maintenance	Water hallway	Strip-4 foot-Open - no lens-Surface	12
Vehicle Maintenance	Water hallway	Exit-White-Red-Surface	3
Vehicle Maintenance	Janitor and storage	Troffer-2X4-Open - no lens-Recessed	2
Vehicle Maintenance	Reception office	Troffer-2X4-Prismatic-Recessed	4
Vehicle Maintenance	Front entrance	Troffer-2X4-Prismatic-Recessed	1
Vehicle Maintenance	Po	Troffer-2X4-Prismatic-Recessed	2
Vehicle Maintenance	Water parts	Troffer-2X4-Prismatic-Recessed	2
Vehicle Maintenance	Union office	Troffer-2X4-Prismatic-Recessed	2
Vehicle Maintenance	Rr	Troffer-2X4-Prismatic-Recessed	2
Vehicle Maintenance	Breakroom	Wrap-4 foot-Prismatic-Suspended	6
Vehicle Maintenance	Rr	Troffer-2X4-Prismatic-Recessed	2
Vehicle Maintenance	Po	Troffer-2X4-Prismatic-Recessed	2
Waste Water Treatment Plant	Lobby	2X2-Troffer-Prismatic-Recessed	2
Waste Water Treatment Plant	Vestibule/ hallway	2X2-Troffer-Prismatic-Recessed	5

Waste Water Treatment Plant	Rr hallway	2X2-Troffer-Prismatic-Recessed	1
Waste Water Treatment Plant	W rr	Vapor Tight-4 foot-Clear-Surface	1
Waste Water Treatment Plant	M rr	Vapor Tight-4 foot-Clear-Surface	2
Waste Water Treatment Plant	Lunch and training room	Troffer-2X4-Prismatic-Recessed	6
Waste Water Treatment Plant	Vestibule off lunch room	2X2-Troffer-Prismatic-Recessed	1
Waste Water Treatment Plant	Plant secretary po	2X2-Troffer-Prismatic-Recessed	1
Waste Water Treatment Plant	Plant secretary po	Troffer-2X4-Prismatic-Recessed	3
Waste Water Treatment Plant	Po closet	Strip-2 foot-Prismatic-Surface	1
Waste Water Treatment Plant	Garage	Highbay-Mogul-Open - no lens-Surface	2
Waste Water Treatment Plant	Garage	Vapor Tight-4 foot-Clear-Surface	1
Waste Water Treatment Plant	Other hallway	Troffer-2X4-Prismatic-Recessed	2
Waste Water Treatment Plant	Janitor	Vapor Tight-4 foot-Clear-Surface	1
Waste Water Treatment Plant	Operations room	Troffer-2X4-Prismatic-Recessed	2
Waste Water Treatment Plant	Shop	Strip-4 foot-Open - no lens-Suspended	13
Waste Water Treatment Plant	Shop closet	Troffer-2X4-Prismatic-Recessed	3
Waste Water Treatment Plant	Po	Troffer-2X4-Paracube-Recessed	5
Waste Water Treatment Plant	Po	Troffer-2X4-Prismatic-Recessed	1
Waste Water Treatment Plant	Po closets	Keyless-Medium-Open - no lens-Surface	2
Waste Water Treatment Plant	Stairs	Direct/indirect-3 foot-Prismatic-Surface	5
Waste Water Treatment Plant	Stairs	Troffer-2X4-Prismatic-Recessed	5
Waste Water Treatment Plant	Stairs	Troffer-2X4-Prismatic-Recessed	3
Waste Water Treatment Plant	Hallway	2X2-Troffer-Prismatic-Recessed	3
Waste Water Treatment Plant	Mens rr	Vapor Tight-4 foot-Clear-Surface	1
Waste Water Treatment Plant	Lab storage	Troffer-2X4-Prismatic-Recessed	1
Waste Water Treatment Plant	Womens rr	Vapor Tight-4 foot-Clear-Surface	1

Waste Water Treatment Plant	Janitors closet	Industrial Strip-4 foot-Open - no lens-Suspended	1
Waste Water Treatment Plant	Break room	Troffer-2X4-Prismatic-Recessed	2
Waste Water Treatment Plant	Lab room	Troffer-2X4-Prismatic-Recessed	1
Waste Water Treatment Plant	Wastewater lab	Troffer-2X4-Prismatic-Recessed	18
Waste Water Treatment Plant	Wastewater lab	Strip-4 foot-Clear-Recessed	1
Waste Water Treatment Plant	Wastewater lab	Jelly Jar-Medium-Clear-Surface	2
Waste Water Treatment Plant	Wastewater lab	Strip-4 foot-Clear-Surface	13
Waste Water Treatment Plant	Wastewater lab	Strip-2 foot-Clear-Surface	1
Waste Water Treatment Plant	Deputy supervisor po	Troffer-2X4-Prismatic-Recessed	3
Waste Water Treatment Plant	Lab supervisor po	Troffer-2X4-Prismatic-Recessed	2
Waste Water Treatment Plant	Plant supervisor	Troffer-2X4-Prismatic-Recessed	6
Waste Water Treatment Plant	Freight elevator	Strip-4 foot-Clear-Surface	1
Waste Water Treatment Plant	Boiler room	Vapor Tight-4 foot-Clear-Surface	8
Waste Water Treatment Plant	Hallway	Vapor Tight-4 foot-Clear-Surface	9
Waste Water Treatment Plant	W locker room	Vapor Tight-4 foot-Clear-Surface	3
Waste Water Treatment Plant	W locker room	Direct/indirect-3 foot-Prismatic-Surface	1
Waste Water Treatment Plant	M locker room	Vapor Tight-4 foot-Clear-Surface	7
Waste Water Treatment Plant	Secure storage	Vapor Tight-4 foot-Clear-Suspended	1
Waste Water Treatment Plant	Map room	Troffer-2X4-Prismatic-Recessed	1
Waste Water Treatment Plant	Secured parts	Vapor Tight-4 foot-Clear-Surface	3
Waste Water Treatment Plant	Secured parts	Vapor Tight-4 foot-Clear-Suspended	3
Waste Water Treatment Plant	Garage	Strip-Medium-Frosted-Suspended	6
Waste Water Treatment Plant	Garage	Flood-Medium-Open - no lens-Surface	1
Waste Water Treatment Plant	Garage	Keyless -Medium-Open - no lens-Surface	3

Waste Water Treatment Plant	Garage	Flood-Medium-Open - no lens-Surface	1
Waste Water Treatment Plant	Open area	Industrial Strip-4 foot-Open - no lens-Suspended	2
Waste Water Treatment Plant	Open area	Strip-4 foot-Open - no lens-Suspended	2
Waste Water Treatment Plant	Shared office	Troffer-2X4-Prismatic-Recessed	2
Waste Water Treatment Plant	Po	Troffer-2X4-Prismatic-Recessed	2
Waste Water Treatment Plant	Pump room	Explosion proof -Medium-Clear-Surface	6
Waste Water Treatment Plant	Lower level room	Explosion proof -Medium-Clear-Surface	4
Waste Water Treatment Plant	Lower level room	Explosion proof -Medium-Clear-Surface	2
Waste Water Treatment Plant	Equipment	Vapor Tight-4 foot-Clear-Surface	10
Waste Water Treatment Plant	Control room	Vapor Tight-4 foot-Clear-Surface	2
Waste Water Treatment Plant	Tank room	Explosion proof-4 foot-Clear-Surface	11
Waste Water Treatment Plant	Garage	Industrial Strip-4 foot-Open - no lens-Surface	18
Waste Water Treatment Plant	Garage	Strip-Medium-Frosted-Suspended	1
Waste Water Treatment Plant	Po	Troffer-2X4-Paracube-Recessed	1
Waste Water Treatment Plant	Po	2x4 troffer-Medium-Frosted-Recessed	4
Waste Water Treatment Plant	Po	Troffer-2X4-Paracube-Recessed	1
Waste Water Treatment Plant	Hallway	2x4 troffer-Medium-Frosted-Recessed	2
Waste Water Treatment Plant	Electrical	Vapor Tight-4 foot-Clear-Suspended	2
Waste Water Treatment Plant	Breakroom	2x4 troffer-Medium-Frosted-Recessed	4
Waste Water Treatment Plant	Mens locker	Vapor Tight-4 foot-Clear-Surface	5
Waste Water Treatment Plant	Garage	Vapor Tight-4 foot-Clear-Suspended	26

Waste Water Treatment Plant	Open room	Expolsion proof-4 foot-Clear-Surface	2
Waste Water Treatment Plant	Magnetron room	Industrial Strip-4 foot-Open - no lens-Suspended	11
Waste Water Treatment Plant	Stairs	Vapor Tight-4 foot-Clear-Surface	3
Waste Water Treatment Plant	Stairs	Vapor Tight-4 foot-Clear-Surface	3
Waste Water Treatment Plant	Press room	Vapor Tight-4 foot-Clear-Suspended	10
Waste Water Treatment Plant	Rr	Vapor Tight-4 foot-Clear-Suspended	1
Waste Water Treatment Plant	Pump room	Vapor Tight-4 foot-Clear-Suspended	8
Waste Water Treatment Plant	Equipment room	Vapor Tight-4 foot-Clear-Suspended	1
Waste Water Treatment Plant	Garage bay	Explosion proof -Mogul-Clear-Pendant	8
Waste Water Treatment Plant	Garage bay	Explosion proof -Medium-Clear-Surface	2
Waste Water Treatment Plant	Garage bay 2	Highbay-Medium-Clear-Surface	4
Waste Water Treatment Plant	Lab	Vapor Tight-4 foot-Clear-Suspended	1
Waste Water Treatment Plant	Room	Vapor Tight-4 foot-Clear-Surface	2
Waste Water Treatment Plant	Room	Vapor Tight-4 foot-Clear-Surface	2
Waste Water Treatment Plant	Storage	Industrial Strip-4 foot-Open - no lens-Surface	10
Waste Water Treatment Plant	Blower room	Highbay-Medium-Clear-Surface	8
Waste Water Treatment Plant	Electrical	Vapor Tight-4 foot-Clear-Surface	3
Waste Water Treatment Plant	Electrical room	Explosion proof -Mogul-Clear-Surface	4
Waste Water Treatment Plant	Empty room	Expolsion proof-4 foot-Clear-Surface	4
Waste Water Treatment Plant	Flow room	Vapor Tight-4 foot-Clear-Surface	2
Waste Water Treatment Plant	Pump room	Vapor Tight-4 foot-Clear-Surface	17

Waste Water Treatment Plant	Sludge room	Expolsion proof-4 foot-Clear-Surface	2
Waste Water Treatment Plant	Main level	Highbay explosion proof - Medium-Clear-Surface	4
Waste Water Treatment Plant	Back entry	Highbay explosion proof - Medium-Clear-Surface	3
Waste Water Treatment Plant	Back entry	Explosion proof -Medium-Clear-Pendant	2
Waste Water Treatment Plant	Basement equipment room	Explosion proof -Mogul-Clear-Surface	6
Waste Water Treatment Plant	Electrical	Vapor Tight-4 foot-Clear-Surface	2
City Hall Ext	Wallpacks	Wallpack-Medium-Clear-Wall	11
City Hall Ext	Flag pole light	Flood-Medium-Clear-Wall	1
City Hall Ext	Canopy	Square-Medium-Frosted-Recessed	2
City Hall Ext	Canopy	Flood-Medium-Open - no lens-Surface	4
City Hall Ext	Canopy	Flood-Medium-Open - no lens-Surface	1
City Hall Ext	Drive thru canopy	Decorative-Medium-Frosted-Wall	2
Eppley Fire station Ext	Wallpack	Wallpack-Medium-Clear-Wall	2
Eppley Fire station Ext	Wallpack	Wallpack-Medium-Clear-Wall	1
Garage Ext	Wallpack	Wallpack-Medium-Clear-Wall	3
Garage Ext	Jelly jar	Jelly Jar-Medium-Clear-Wall	2
Garage Ext	Wallpack	Wallpack-Medium-Clear-Wall	1
Leonard Fire Station Ext	Wallpack	Wallpack-Medium-Clear-Wall	2
Leonard Fire Station Ext	Wallpack	Wallpack-Medium-Clear-Wall	2
Leonard Fire Station Ext	Canopy	Strip-Medium-Frosted-Surface	2
Leonard Fire Station Ext	Flag pole spot	Flood-Medium-Clear-Ground	1
Leonard Fire Station Ext	Pole	Shoe Box-Medium-Clear-Pole	5
Parks and Rec Ext	Canopy	Decorative-Medium-Clear-Suspended	1

Parks and Rec Ext	Canopy	Keyless-Medium-Open - no lens-Surface	1
Police Annex Ext	Flood	Flood-Medium-Clear-Surface	1
Police Annex Ext	Flood	Flood-Medium-Clear-Surface	1
Police Annex Ext	Wallpack	Wallpack-Mogul-Clear-Wall	2
Police Annex Ext	Yard blaster	Yard blaster-Medium-Open - no lens-Surface	2
Police Annex Ext	Back canopy	Jelly Jar-Medium-Clear-Surface	3
Police Annex Ext	Sconces	Decorative-Medium-Frosted-Wall	2
Safety Building Ext	Canopy	Cylinder-Medium-Paracube-Surface	2
Safety Building Ext	Canopy	Cylinder-Medium-Open - no lens-Surface	10
Safety Building Ext	Canopy	Cylinder-Medium-Open - no lens-Surface	4
Safety Building Ext	Flood	Flood-Medium-Clear-Pole	1
Safety Building Ext	Flag spots	Flood-Medium-Open - no lens-Surface	2
Safety Building Ext	Wallpack	Wallpack-Medium-Clear-Wall	9
Safety Building Ext	Flood	Flood-Medium-Open - no lens-Surface	1
Safety Building Ext	Wallpack	Wallpack-Medium-Clear-Wall	3
Safety Building Ext	Wallpack	Wallpack-Medium-Clear-Surface	1
Safety Building Ext	Parking port	12 in can-Medium-Clear-Recessed	14
Safety Building Ext	Pole	Flood-Medium-Clear-Pole	1
Safety Building Ext	Sign Light	Flood-Integrated-Clear-Ground	1
Secret Auditorium Ext	Canopy	Square-Medium-Frosted-Recessed	10
Secret Auditorium Ext	Wall	Decorative-Medium-Frosted-Wall	1
Secret Auditorium Ext	Canopy	Jelly Jar-Medium-Clear-Surface	3
Secret Auditorium Ext	Pole	Pole-Medium-Clear-Pole	6

Secrest Auditorium Ext	Flood	Flood-Medium-Clear-Ground	2
Secrest Auditorium Ext	Wallpack	Wallpack-Medium-Clear-Surface	1
Traffic Ext	Wallpack	Wallpack-Medium-Clear-Surface	4
Traffic Ext	Canopy	Square-Medium-Clear-Recessed	4
Vehicle Maintenance Ext	Wallpack	Wallpack-Medium-Clear-Wall	6
Vehicle Maintenance Ext	Jelly jar	Jelly Jar-Medium-Frosted-Wall	2
Vehicle Maintenance Ext	Sconce	Up/down-Medium-Frosted-Wall	3
Vehicle Maintenance Ext	Wallpack	Wallpack-Medium-Clear-Wall	2
Waste Water Treatment Plant Ext	Wallpack	Wallpack-Medium-Frosted-Surface	1
Waste Water Treatment Plant Ext	Spot	Flood-Medium-Open - no lens-Surface	1
Waste Water Treatment Plant Ext	Flood	Flood-Medium-Clear-Wall	1
Waste Water Treatment Plant Ext	Wallpack	Wallpack-Medium-Clear-Wall	6
Waste Water Treatment Plant Ext	Flood	Shoe Box-Medium-Clear-Pole	2
Waste Water Treatment Plant Ext	Pole	Yard blaster-Medium-Clear-Pole	1
Waste Water Treatment Plant Ext	Flood	Flood-Medium-Clear-Wall	3
Waste Water Treatment Plant Ext	Flood	Shoe Box-Medium-Clear-Pole	4
Waste Water Treatment Plant Ext	Flood	Flood-Medium-Open - no lens-Wall	3
Waste Water Treatment Plant Ext	Flood	Flood-Medium-Clear-Suspended	1
Waste Water Treatment Plant Ext	Flood	Jelly Jar-Medium-Clear-Wall	2
Waste Water Treatment Plant Ext	Flood	Flood-Medium-Clear-Surface	2
Waste Water Treatment Plant Ext	Wallpack	Wallpack-Medium-Clear-Wall	5
Waste Water Treatment Plant Ext	Wallpack	Wallpack-Medium-Frosted-Surface	5
Waste Water Treatment Plant Ext	Wallpack	Wallpack-Medium-Clear-Wall	10
Waste Water Treatment Plant Ext	Pole on bldg	Shoe Box-Medium-Clear-Pole	7
Waste Water Treatment Plant Ext	Flood	Flood-Medium-Clear-Surface	2

Waste Water Treatment Plant Ext	Flood	Explosion proof -Mogul-Clear-Pendant	5
Waste Water Treatment Plant Ext	Flood	Wallpack-Medium-Open - no lens-Surface	1
Waste Water Treatment Plant Ext	Pole	Flood-Medium-Clear-Pole	16
Waste Water Treatment Plant Ext	Pole	Pole-Medium-Clear-Pole	5
Waste Water Treatment Plant Ext	Canopy	Square-Medium-Clear-Recessed	1
Waste Water Treatment Plant Ext	Flag pole	Flood-Medium-Clear-Ground	1

**ORDINANCE NO. 2020 - 15**

**AN ORDINANCE AUTHORIZING THE CITY TO ENTER INTO A TAX-EXEMPT MUNICIPAL LEASE FOR THE FUNDING OF ENERGY CONSERVATION MEASURES IN THE CITY PROVIDED BY ABM TECHNICAL SOLUTIONS, LLC.**

**WHEREAS**, Ordinance No. 2020-14 authorized and directed the City to enter into an agreement with ABM Technical Solutions, LLC in an amount not to exceed \$11,800,000 for the implementation of energy conservation measures throughout the City; and,

**WHEREAS**, the City is authorized under the laws of the State of Ohio, to enter into financing agreements, including lease obligations, to fund capital improvements for the governmental and miscellaneous functions of the City if so desired.

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

**SECTION 1.** The Mayor is hereby authorized and directed to enter into a municipal lease agreement in order to fund the implementation of energy conservation measures provided by ABM Technical Solutions, LLC.

**SECTION 2.** It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Revised Code of Ohio.

**SECTION 3.** This ordinance shall take effect and be in force from and after its passage and publication according to law.

**PASSED:** \_\_\_\_\_, 2020

**ATTEST:**  
\_\_\_\_\_  
SUSAN CULBERTSON,  
Clerk of Council

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

**APPROVED:** \_\_\_\_\_, 2020

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

**THIS LEGISLATION APPROVED  
AS TO FORM**

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

Public Service Committee  
Andrew Roberts, Chair

**ORDINANCE NO. 2020 - 45**  
**INTRODUCED BY COUNCIL**

**AN ORDINANCE AUTHORIZING THE PROPER CITY OFFICIAL TO ADVERTISE FOR BIDS AND ENTER INTO A CONTRACT FOR THE 2020 CITYWIDE OPWC OVERLAYS WITH THE LOWEST AND BEST BIDDER.**

**WHEREAS**, the City has secured OPWC funds for pavement overlays of the streets as detailed in Exhibit A; and

**WHEREAS**, the administration would like to proceed with advertising, bidding, and the award of the contract for the project.

**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 for the 2020 OPWC Overlays and enter into contract with the lowest and best bidder.

**SECTION TWO:** The cost of the project is estimated to be \$539,975, with \$399,975 taken from Line Item 215.6531.54483, \$75,000 taken from Line Item 203.6531.54426, and \$65,000 taken from Line Item 202.6541.54426.

**SECTION THREE:** 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

\_\_\_\_\_  
ANDREW ROBERTS,  
President Pro-Tempore of Council

**APPROVED:** \_\_\_\_\_, 2020

**THIS LEGISLATION APPROVED  
AS TO FORM**

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

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

Ordinance 2020 - 45  
Exhibit A



Council-Mayor Government  
Donald L. Mason, Mayor

# The City of Zanesville

401 Market Street, Zanesville, Ohio 43701

Phone: (740) 617-4910

Email: [csaunders@coz.org](mailto:csaunders@coz.org)

## Department of Public Service

### Engineering Division

Charles M. Saunders, P.E., CITY ENGINEER

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2020 Citywide OPWC Paving Program 7/1/21 Completion Date (cannot award before 7/20)

Canal St	Fourth to Sixth	<b>3.0 Miles</b>
East Main St	Ninth to Wheeling	
Moxahala Ave	SR 719 to Muskingum Ave	
Muskingum Ave	Moxahala to Putnam	
Taylor St	Oak Meadow to Maple	<b>\$540,000</b>

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**ORDINANCE NO. 2020 – 47A (2)**

**AN ORDINANCE AUTHORIZING THE PROPER CITY OFFICIAL TO COMMIT CITY FUNDING AS A MATCH FOR AN APPALACHIAN REGIONAL COMMISSION GRANT FOR CONTRACTING OF A GPS DATA COLLECTION AND GIS MAPPING SERVICE.**

**WHEREAS**, a GPS data collection and GIS mapping effort is needed to enable the creation of storm water system mapping in a digital format; and

**WHEREAS**, Rural Community Assistance Program (RCAP) offers staff familiar with stormwater systems mapping and GIS software to be hired using ARC and local funds that expedites the retrieval of information; and

**WHEREAS**, due to the source of the funding for this grant, RCAP is considered to be a single source provider of this service thereby precluding the need for competitive bidding on this project; and

**WHEREAS**, the total project cost is estimated to be \$163,200, and ARC is offering a grant for GPS and GIS system mapping of \$81,600; and

**WHEREAS**, the grant requires a local match which would require \$59,100 in City funds, \$15,000 in in-kind labor, and \$7,500 in additional matching funds to be used for new GPS or computer equipment.

**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 commit \$66,600 of City storm water funding as necessary match to an Appalachian Regional Commission (ARC) grant, contracting through RCAP for GPS data collection and GIS mapping service and software, and to execute all documents.

**SECTION TWO:** 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 MASON,  
Mayor

**THIS LEGISLATION APPROVED  
AS TO FORM**

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