

COUNCIL AGENDA

April 15, 2024

Committee and Council Meetings can be viewed by accessing YouTube

Council Chambers
7:00 P.M.

ROLL CALL

INVOCATION – Mr. Houser

PLEDGE OF ALLEGIANCE

CAUCUS

MINUTES of April 1, 2024

APPOINTMENTS

There are none this meeting.

REPORTS OF STANDING COMMITTEES

Streets
Service
Recreation

REPORTS FROM CITY OFFICIALS

City Auditor, Ryan T. Bubb – Operating report for period ending March 31, 2024

Brenda Cooper, Tax Administrator's Office – Income Tax Revenue Reports and Newark Lodging
Excise Tax Revenue Report for period ending March 31, 2024.

COMMUNICATIONS

There are none this meeting.

COMMENTS FROM CITIZENS

ORDINANCES ON SECOND READING

There are none this meeting.

ORDINANCES ON FIRST READING

24-14 AN ORDINANCE VACATING PORTIONS OF A FOURTEEN (14) FOOT WIDE
ALLEYS AS SHOWN ON THE PLAT OF LEWIS EVAN'S ADDITION, AS RECORDED IN

PLAT BOOK 2, PAGE 161 OF THE LICKING COUNTY PLAT RECORDS; SAID ALLEYS ARE LOCATED WEST OF VINE STREET, NORTH OF STATE ROUTE 16.

RESOLUTIONS ON SECOND READING

24-26 CI APPROPRIATING MONIES FOR THE CURRENT EXPENSES OF THE MUNICIPAL CORPORATION(\$64,434.92 - Having Trouble Getting truck ordered in 2022 so canceling order and getting truck off the lot)

24-27 A RESOLUTION AUTHORIZING THE DIRECTOR OF PUBLIC SERVICE FOR THE CITY OF NEWARK, OHIO, TO ENTER INTO A COOPERATIVE AGREEMENT WITH JOSH GREER, ALAINA GREER, CAILEIGH HUGHES, AND SPENCER BARKER, SUBJECT TO THE APPROPRIATION OF FUNDS, FOR CONSTRUCTION OF A DRAINAGE SYSTEM

24-28 A RESOLUTION AUTHORIZING THE DIRECTOR OF PUBLIC SERVICE FOR THE CITY OF NEWARK, OHIO, TO ENTER INTO COOPERATIVE AGREEMENTS WITH JASON DALE HOTTINGER, CHERI LYNN HOTTINGER, AND VARIOUS PROPERTY OWNERS ON STONEWALL DRIVE SUBJECT TO THE APPROPRIATION OF FUNDS, FOR CONSTRUCTION OF A DRAINAGE SYSTEM

24-29 A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR OF THE CITY OF NEWARK TO APPLY FOR FINANCIAL SUPPORT FROM THE STATE OF OHIO 2024 NATUREWORKS GRANT.

RESOLUTIONS ON FIRST READING

24-30 A RESOLUTION AUTHORIZING AND DIRECTING THE DIRECTOR OF PUBLIC SERVICE OF THE CITY OF NEWARK, OHIO TO PROCEED WITH THE STEPS NECESSARY TO RENAME TOWNE COMMONS PARK AKA FRONT STREET PARK AKA EASY STREET PARK, PARCEL NO. 054-258866-00.000 AS HOPE PARK.

24-31 A RESOLUTION AUTHORIZING AND DIRECTING THE DIRECTOR OF PUBLIC SERVICE TO ACCEPT BIDS AND SELL CERTAIN SURPLUS PERSONAL PROPERTY NOW OWNED BY THE CITY OF NEWARK, OHIO, AND DECLARING THAT SUCH PROPERTY IS NO LONGER NEEDED FOR ANY MUNICIPAL PURPOSE, AND DECLARING AN EMERGENCY.

24-32 A RESOLUTION AUTHORIZING AND DIRECTING THE DIRECTOR OF PUBLIC SERVICE OF THE CITY OF NEWARK, OHIO TO APPLY FOR, ACCEPT AND ENTER INTO A WATER SUPPLY REVOLVING LOAN ACCOUNT AGREEMENT ON BEHALF OF THE CITY OF NEWARK FOR PLANNING, DESIGN AND\OR CONSTRUCTION OF LEAD SERVICE LINE REPLACEMENT PROJECT #5 AND DESIGNATING A DEDICATED REPAYMENT SOURCE FOR THE LOAN.

COMMENTS FROM CITIZENS

MISCELLANEOUS

ADJOURNMENT

BY: _____

AN ORDINANCE VACATING PORTIONS OF A FOURTEEN (14) FOOT WIDE ALLEYS AS SHOWN ON THE PLAT OF LEWIS EVAN'S ADDITION, AS RECORDED IN PLAT BOOK 2, PAGE 161 OF THE LICKING COUNTY PLAT RECORDS; SAID ALLEYS ARE LOCATED WEST OF VINE STREET, NORTH OF STATE ROUTE 16.

WHEREAS, Newark City Council received a petition from owners of real estate in the City of Newark praying for the herein described alley vacation; and,

WHEREAS, the Street Committee of the City of Newark met on April 1, 2024, and considered the procedure as outlined in Section 723.06 of The Ohio Revised Code whereby notice of the intention to vacate is not required, and approved the preparation and submittal of this legislation for Council consideration, in accordance with Section 723.06 of The Ohio Revised Code; and,

WHEREAS, this Council finds there is good cause for such vacation and that such vacation will not be detrimental to the general interest.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NEWARK, COUNTY OF LICKING, AND STATE OF OHIO; THAT:

Section 1: The following described alley is hereby vacated, reserving, however, unto the City of Newark, Ohio, its successors and assigns, easements for construction, maintenance, and operation of various utilities, publicly owned and otherwise, to wit:

Being in the State of Ohio, County of Licking, City of Newark, and being portions of fourteen (14') foot wide intersecting alleys running north-south and east-west, lying between Vine Street and Lawrence Street, north of State Route 16, as shown on the Plat of Lewis Evan's Addition as recorded in Plat Book 2 at Page 161 of the Licking County Plat Records, and being more particularly described as follows:

Beginning for a point of reference at the southeast corner of Lot 986 of said Evan's Addition, said point being on the west line of Vine Street and the north line of a 14 foot wide east-west alley;

Thence west along the south line of Lot 986 a distance of 68 feet to a point at the southwest corner of Parcel 054-198990-01.000, said point marking the True Place of Beginning of the alleys to be vacated;

Thence from the True Place of Beginning, west along the south line of Lot 986 to the southwest corner of said Lot 986, said point marking the intersection of 14 foot wide alleys running east-west and north-south;

Thence north along the west lines of Lot 986, 988 and 989 to the Penn Central Corporation and St. Louis Railroad right-of-way line;

Thence southwest, crossing said alley, to the northeast corner of Lot 987 of said Evan's Addition, said point being on the west line of the subject north-south alley;

Thence south along the east line of Lot 987 to the southeast corner of Lot 987, said point marking the intersection of 14 foot wide alleys running east-west and north-south;

Thence west along the south line of Lot 987 to the southwest corner of said Lot 987, said point also being on the Penn Central Corporation and St. Louis Railroad right-of-way line;

Thence south, crossing said alley, to the northwest corner of Lot 984 of said Evan's Addition, said point being on the south line of the subject east-west alley;

Thence east along the north line of Lot 984 to the northeast corner of Lot 984, said point marking the intersection of 14 foot wide alleys running east-west and north-south;

Thence south along the east line of Lot 984 to the Limited Access Right of Way of State Route 16;

Thence east along the Limited Access Right-of-Way of State Route 16, to a point on the west line of Lot 985 of said Evan's Addition, said point being on the east line of the subject north-south alley;

Thence north along the west line of Lot 985 to the northwest corner of Lot 985, said point marking the intersection of 14 foot wide alleys running east-west and north-south;

Thence east along the north line of Lot 985 a distance of 82 feet to a point;

Thence north, crossing said alley perpendicularly, to the True Place of Beginning.

This description was written based on information provided in existing plat and tax records, without the benefit of a field survey.

Section 2: The Division of Engineering of the City of Newark is hereby instructed to prepare a vacation plat of said vacated alley and the Clerk of Council is instructed to endorse upon such plat the action of this Council, and to cause such plat to be recorded in the Office of the Recorder of Licking County, Ohio.

Section 3: This Ordinance shall become effective at the earliest time permitted by law after passage by Council and signature of the Mayor.

Adopted this _____ day of _____, 2024.

President of Council

Attest: _____

Date Filed with Mayor: _____

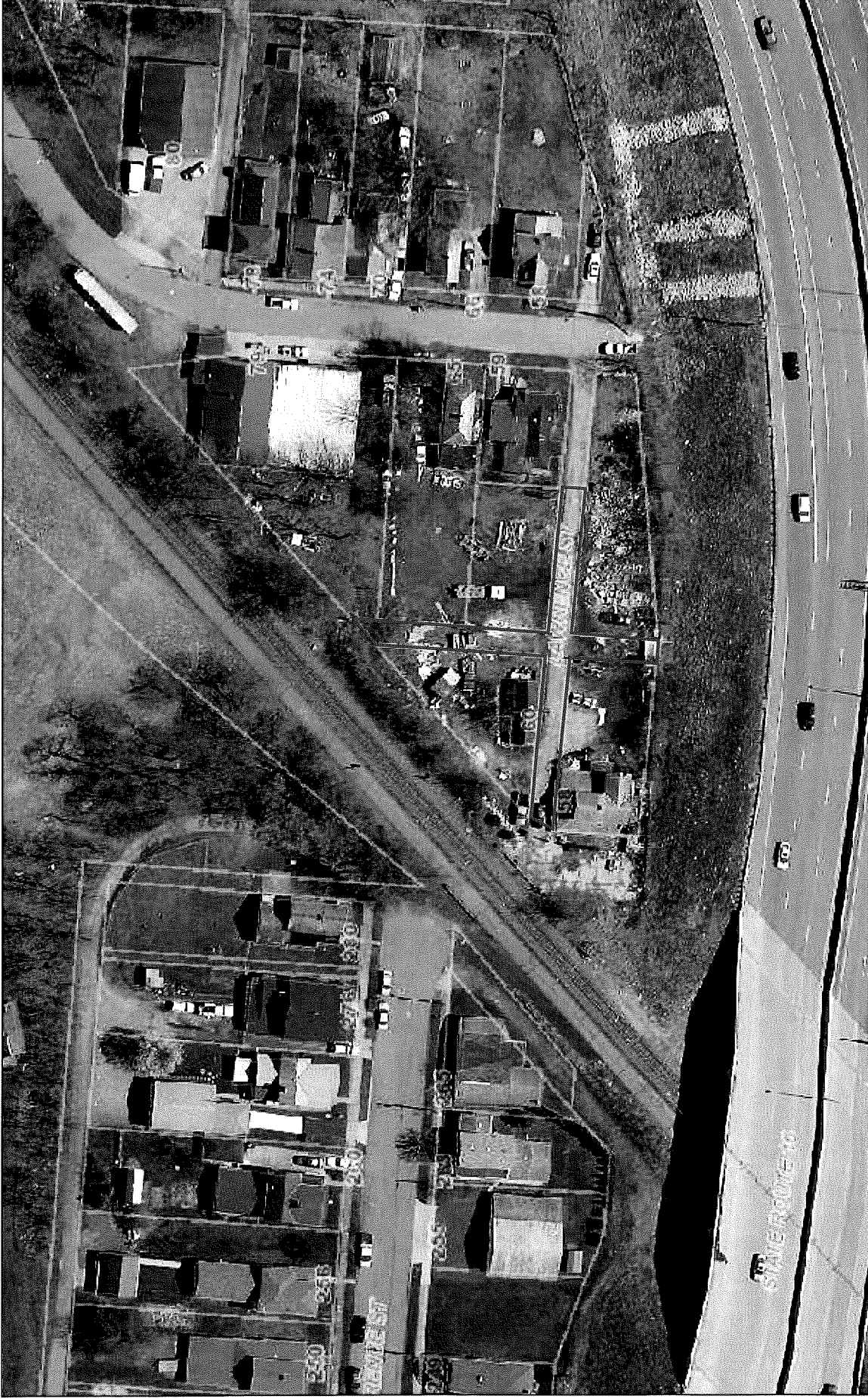
Date Approved by Mayor: _____

Mayor













Form Approved by: _____
Law Director

Prepared by the Division of Engineering.

Proposed Street/Alley vacation - Vine St.



March 14, 2024

	Red: Band_1		Red: Band_1		Red: Band_1		Red: Band_1
	Green: Band_2		Green: Band_2		Green: Band_2		Green: Band_2
	Blue: Band_3		Blue: Band_3		Blue: Band_3		Blue: Band_3

1:960
0 40 80 120 160 ft
0 12.5 25 50 m
1 in = 80 ft

PETITION TO VACATE A STREET OR ALLEY

**TO THE COUNCIL OF
THE CITY OF NEWARK
STATE OF OHIO**

The undersigned, being the owners of all of the lots and lands abutting the street or alley proposed to be vacated by this petition, said street or alley being more fully described hereinafter, respectfully petition your honorable body that the said street or alley may be vacated for the reason that it is no longer of use to the public, and that its vacation will not be detrimental to the general interest. The said street or alley is described as follows:

PROPOSED ALLEY VACATION – Alleys located west of Vine Street, north of State Route 16

Being in the State of Ohio, County of Licking, City of Newark, and being portions of fourteen (14') foot wide intersecting alleys running north-south and east-west, lying between Vine Street and Lawrence Street, north of State Route 16, as shown on the Plat of Lewis Evan's Addition as recorded in Plat Book 2 at Page 161 of the Licking County Plat Records, and being more particularly described as follows:

Beginning for a point of reference at the southeast corner of Lot 986 of said Evan's Addition, said point being on the west line of Vine Street and the north line of a 14 foot wide east-west alley;

Thence west along the south line of Lot 986 a distance of 68 feet to a point at the southwest corner of Parcel 054-198990-01.000, said point marking the True Place of Beginning of the alleys to be vacated;

Thence from the True Place of Beginning, west along the south line of Lot 986 to the southwest corner of said Lot 986, said point marking the intersection of 14 foot wide alleys running east-west and north-south;

Thence north along the west lines of Lot 986, 988 and 989 to the Penn Central Corporation and St. Louis Railroad right-of-way line;

Thence southwest, crossing said alley, to the northeast corner of Lot 987 of said Evan's Addition, said point being on the west line of the subject north-south alley;

Thence south along the east line of Lot 987 to the southeast corner of Lot 987, said point marking the intersection of 14 foot wide alleys running east-west and north-south;

Thence west along the south line of Lot 987 to the southwest corner of said Lot 987, said point also being on the Penn Central Corporation and St. Louis Railroad right-of-way line;

Thence south, crossing said alley, to the northwest corner of Lot 984 of said Evan's Addition, said point being on the south line of the subject east-west alley;

Thence east along the north line of Lot 984 to the northeast corner of Lot 984, said point marking the intersection of 14 foot wide alleys running east-west and north-south;

Thence south along the east line of Lot 984 to the Limited Access Right of Way of State Route 16;

Thence east along the Limited Access Right-of-Way of State Route 16, to a point on the west line of Lot 985 of said Evan's Addition, said point being on the east line of the subject north-south alley;

Thence north along the west line of Lot 985 to the northwest corner of Lot 985, said point marking the intersection of 14 foot wide alleys running east-west and north-south;

Thence east along the north line of Lot 985 a distance of 82 feet to a point;

Thence north, crossing said alley perpendicularly, to the True Place of Beginning.

This description was written based on information provided in existing plat and tax records, without the benefit of a field survey.

Respectfully submitted,

(Print--Do not print or sign as Mr. or Mrs., you must sign with your given name.)

NAME OF PARCEL OWNERS ADDRESS SIGNATURE

LICKING COUNTY LAND _____ Brenda L. Fox

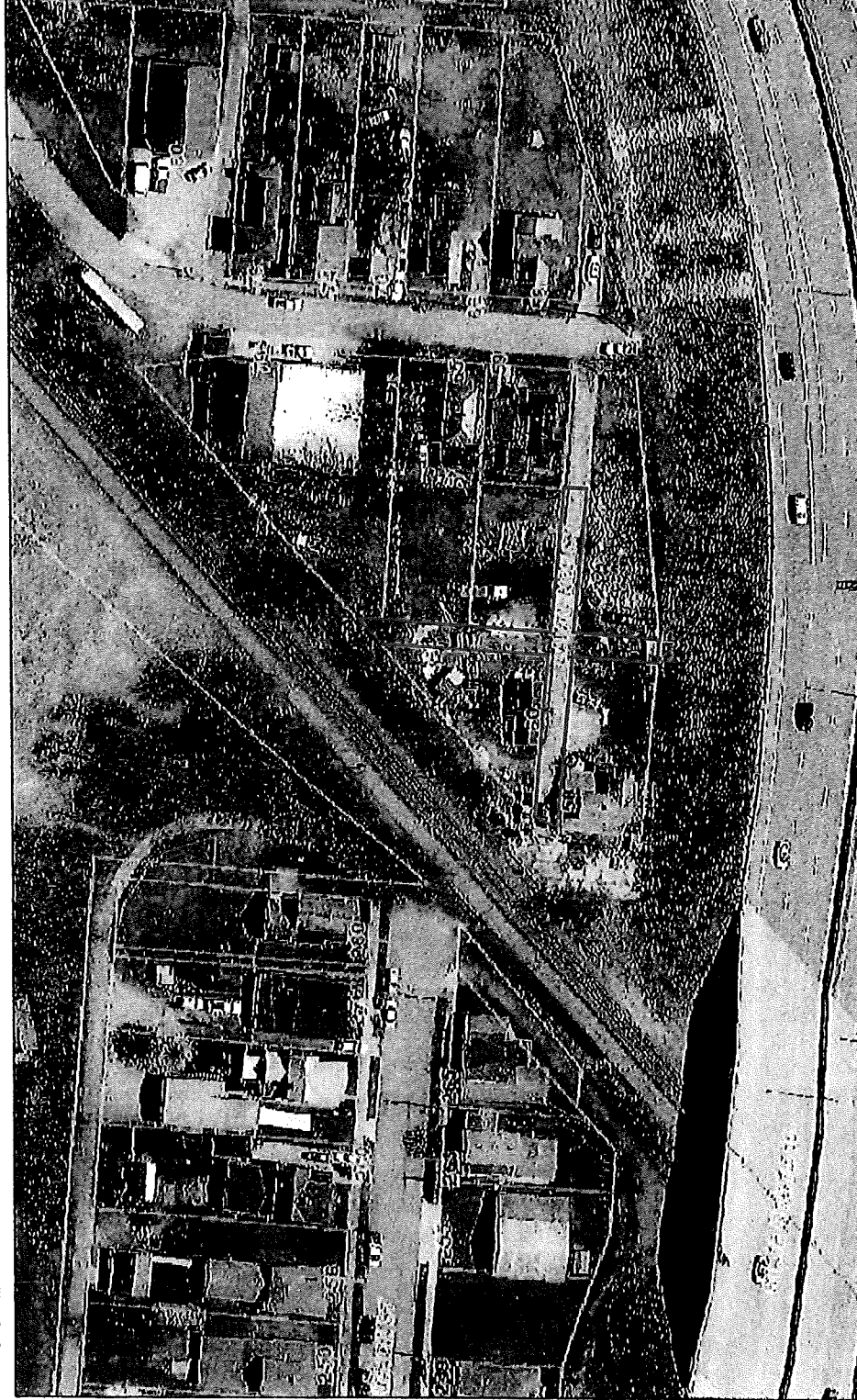
REUTILIZATION CORP. 20 S. 2ND ST. - NEWARK _____

Jonathan L. Lind

UMW Properties - Lawrence Walker 59 Vine St Newark Zyler

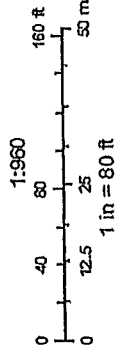


Proposed Street/Alley vacation - Vine St.



March 14, 2024

- OHLCIK020027_6.sid Red: Band_1 OHLCIK008027_2.sid Red: Band_1 OHLCIK007019_1.sid Red: Band_1
- Green: Band_2 Green: Band_2 Green: Band_2 Green: Band_2
- Blue: Band_3 Blue: Band_3 Blue: Band_3 Blue: Band_3



Resolution No.24-26 CI

BY: _____

A RESOLUTION APPROPRIATING MONIES FOR CURRENT EXPENSES OF THE MUNICIPAL CORPORATION

WHEREAS, to properly, efficiently and expeditiously conduct business of the City of Newark in the best interest of its citizens, there is an immediate requirement for a certain financial transaction as indicated.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NEWARK, COUNTY OF LICKING, STATE OF OHIO.

Section 1. There is hereby a disappropriation of the appropriated balance of the 335 Capital Improvements Fund, in the amount of \$64,434.92 (Having Trouble Getting truck ordered in 2022 so canceling order and getting truck off the lot)

335.432.5331	Machinery & Equipment	34,337.92
335.432.5532	Vehicle	26580.00
335.432.5331	Machinery & Equipment	3,517.00

This resolution is a measure providing for an appropriation for current expenses of the municipal corporation; it shall go into effect pursuant to Section 4.07 of the Charter of the City of Newark, Ohio.

Adopted this _____ day of _____, 2024.

President of Council _____

Attest Clerk of Council _____

Date filed with Mayor _____

Date approved by Mayor _____

Mayor _____

Approved as to form Director of Law _____, _____

RESOLUTION NO. 24-27

BY: _____

A RESOLUTION AUTHORIZING THE DIRECTOR OF PUBLIC SERVICE FOR THE CITY OF NEWARK, OHIO, TO ENTER INTO A COOPERATIVE AGREEMENT WITH JOSH GREER, ALAINA GREER, CAILEIGH HUGHES, AND SPENCER BARKER, SUBJECT TO THE APPROPRIATION OF FUNDS, FOR CONSTRUCTION OF A DRAINAGE SYSTEM

WHEREAS, Property Owners Josh Greer and Alaina Greer are in possession of real property located at 797 Country Club Dr., Newark, Ohio, Parcel No. 054-250866-00.000, and Property Owners Caleigh Hughes and Spencer Barker are in possession of real property located at 798 Craig Parkway, Newark, Ohio, Parcel No. 054-254034-00.000 (collectively referred to as the "Property Owners"); and,

WHEREAS, the parcels owned by Property Owners are situated near a naturally occurring hill, leading to drainage issues which have negatively impacted the surrounding neighborhood parcels; and,

WHEREAS, it is the City's desire, in order to promote goodwill with its citizens and for the safety of the community, to assist Property Owners in funding the cost of repairing the drainage concerns; and,

WHEREAS, the addition of a better drainage system will decrease water runoff in the area, avoiding potential property damage or injury; and,

WHEREAS, in order to effectuate this project, Property Owners and City desire to enter into the Cooperative Agreement attached as Exhibit "A."

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NEWARK, COUNTY OF LICKING AND STATE OF OHIO, THAT:

SECTION ONE: The Director of Public Service is hereby authorized and directed to enter into a cooperative agreement with Property Owners for the purpose of constructing a drainage system.

SECTION TWO: This Resolution shall become effective at the earliest time permitted by Article 4.07 of the Charter of the City of Newark, Ohio.

Passed this _____ day of _____, 2024.

PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL

DATE FILED WITH MAYOR: _____

DATE APPROVED BY MAYOR: _____

MAYOR

FORM APPROVED: _____
DIRECTOR OF LAW

Prepared by the Office of the Director of Law

COOPERATIVE AGREEMENT

This COOPERATIVE AGREEMENT (the "Agreement") is entered into on or as of the date of the last signature below (the "Effective Date"), by and between the City of Newark, Ohio, (the "City") having its administrative address at 40 West Main Street, Newark, Ohio 43055, and Josh and Alaina Greer, homeowners at 797 Country Club Dr., Newark, Ohio 43055, and Spencer Barker and Caileigh Hughes, homeowners at 798 Craig Parkway, Newark, Ohio, collectively ("Property Owners").

WHEREAS, Property Owners are in possession of real property located at 797 Country Club Dr., Newark, Ohio, Parcel No. 054-250866-00.000, and 798 Craig Parkway, Newark, Ohio, Parcel No. 054-254034-00.000; and,

WHEREAS, the parcels owned by Property Owners are situated near a naturally occurring hill, leading to drainage issues which have negatively impacted the surrounding neighborhood parcels; and,

WHEREAS, it is the City's desire, in order to promote goodwill with its citizens and for the safety of the community, to assist Property Owners in funding the cost of repairing the drainage concerns; and,

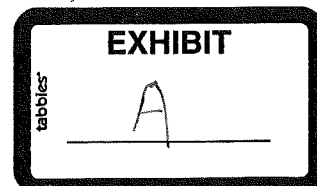
WHEREAS, the addition of a better drainage system will decrease water runoff in the area, avoiding potential property damage or injury; and,

WHEREAS, Property Owners have retained the services of a landscape professional to oversee the design and construction of an improved drainage system, the preliminary quote for which is attached to this Agreement as Exhibit "A"; and,

WHEREAS, execution of this Cooperative Agreement is necessary for this project to move forward.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements hereinafter set forth, the City and Property Owners hereby agree as follows:

1. **RIGHT OF ENTRY.** In order to effectuate the intention of this Agreement, Property Owners shall permit the City or its authorized agents to enter upon the real property for the purpose of performing inspections, surveying, or any other reasonable purpose at any reasonable time or times after the execution of this Agreement, as related to the drainage project.
2. **COSTS AND MAINTENANCE.** The City has agreed to contribute a total sum of \$5,016.85 to the initial construction for the project, based on the quote obtained by Property Owners. It is understood that variations from the preliminary plans may be necessary due to unforeseen topographical problems or construction requirements, and



that this figure may increase slightly due to material costs and other adjustments. In no case, however, shall the City be responsible for significant additional financial contributions beyond the amount agreed above. In the event that the drainage project shall, in the future, require any maintenance, repairs, alterations, additions or modifications reasonably required to maintain the integrity of the system, the City shall have no obligation, financial or otherwise, to contribute to such repairs, cleaning, or modification and Property Owners will be solely responsible for these associated costs.

3. **EASEMENT AGREEMENT.** Property Owners agree to enter into a separate, private agreement which shall grant any easements necessary to complete the drainage project. The agreement shall delineate Property Owners' individual financial obligations for potential future repairs and maintenance. This separate easement agreement shall also grant the City a temporary construction easement and relieve the City of any future repair or funding responsibilities.
4. **CONSTRUCTION.** The construction of the drainage system shall be in full compliance with any and all state and local laws, rules, regulations, building codes, and any applicable administrative directives pertaining thereto.
5. **CONTINGENCY.** This Agreement is contingent on the passage of legislation through Newark City Council appropriating funds for this project. Should City Council choose not to provide funding, City's financial and other legal obligations related to this project will be extinguished and the entirety of this Agreement will be null and void.
6. **MODIFICATION.** The parties hereto hereby agree that any modifications to this Agreement must be made in writing and executed by both parties' authorized representatives to be effective.
7. **NOTICES.** Notices given under the terms of this Agreement shall be deemed sufficiently received, provided that in the case of notice to either party, such notice is mailed by certified or registered United States Mail or is personally delivered to: The City of Newark at 40 W. Main St. Newark, OH 43055, Josh and Alaina Greer at 797 Country Club Dr., Newark, OH 43055, and Caileigh Hughes and Spencer Barker at 798 Craig Parkway, Newark, OH 43055.
8. **INDEMNIFICATION.** Property Owners hereby assume the risk and hereby agree to indemnify the City for any and all claims, including claims for monetary damages or damages to property. Property Owners hereby agree to hold City and its employees harmless, and release the same from any liability for any and all claims for damages, loss, liability, or expenses for injuries to persons (including death) or property belonging to City or third parties resulting from willful, intentional, reckless, negligent, or other acts of City, and its agents, officers, employees, or contractor as part of the drainage project as set forth herein. The City shall have no liability for any present or future accidents, acts of God, defects, or deficiencies pertaining to the drainage repair

project; its contribution is related to funding the initial construction phase only. The City makes no warranties or guarantees regarding the drainage repair project.

9. **WAIVER.** No waiver of any right, condition or requirement of this Agreement by either party is to be deemed to imply or construe a further waiver of any other right, condition or requirement.
10. **CONSIDERATION.** Each party to this Agreement recognizes that the insight and benefits received by the respective parties to this Agreement are valuable and substantial; enforcement of this Agreement cannot be challenged for lack of consideration.
11. **ASSIGNABILITY.** Neither party shall assign any interest in this Agreement nor transfer any interest in this Agreement without prior written consent of the other party hereto. Said written consent shall not be unreasonably withheld.
12. **SEVERABILITY.** Should any provision or portion of this Agreement be rendered unenforceable or invalid for any reason by a court of competent jurisdiction, the remaining provisions or portions of this Agreement shall be unaffected and shall be enforced as fully as permitted by law.
13. **CAPTIONS.** Any captions used herein shall not define, limit, extend, or describe the scope of this Agreement or the intent of any provisions hereof.
14. **VENUE.** This Agreement shall be construed and governed by the laws of the state of Ohio and deemed to be executed in Licking County, Ohio. Licking County, Ohio shall serve as the proper venue for the purposes of litigation relating to this Agreement's subject matter whether instituted by the City or Property Owners.
15. **BINDING EFFECT AND BENEFIT.** This Agreement shall be binding upon and inure to the benefit of the parties, their respective successors and assigns.
16. **ENTIRE AGREEMENT.** This Agreement together with all exhibits, schedules, and other ancillary documents described in this Agreement constitutes the entire agreement among the parties with respect to the subject matter, transactions, and obligations as described in this Agreement and supersedes all previous negotiations, commitments and writings with respect to such subject matter, transactions, and obligations as described in this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below:

CITY OF NEWARK

Director of Public Service

Date

PROPERTY OWNERS

Josh Greer

Date

Alaina Greer

Date

Spencer Barker

Date

Caileigh Hughes

Date

12676 Cobbs Road
 Johnstown, Ohio 43031
 (614) 989-2964

Wilson's

Lawncare & Landscaping

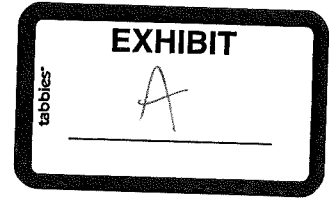
"Quality Service from the Ground Up"

www.WilsonsLawnCare.com

Estimate

Date	Estimate #
2/9/2024	10167

Name / Address
City of Newark Homeowner: Alaina Greer 797 Country Club Drive Newark, Ohio 43055



Description	Qty	Rate	Total
Drainage Project - Scope of work: Alaina Greer 797 Country Club Drive Newark, Ohio 43055 Trench & install a 215' of 4" Socked Perforated Pipe starting at the pipe where it comes in the backside of the property heading diagonally across the backyard toward the entrance at the south side of the house & towards Country Club Drive to tie into the 18" Double Wall Storm Sewer Drain that is approximately 3' in depth. In the area before we come out of the backyard we will run (2) legs of pipe in the yard to help gather more water & carry it out - Pipe will be installed per the provided drawing. Apply (7) tons of pea gravel around the pipe. The disturbed lawn areas will be back filled & all trenches will be covered back to original height using existing soil. Grass Seed / Starter Fertilizer / Straw will be applied to disturbed areas for erosion purposes only.	1	5,016.85	5,016.85
Deposit of 1/2 down required. Remaining balance due upon completion.	Subtotal		\$5,016.85
	Sales Tax (7.25%)		\$0.00
	Total		\$5,016.85

TERMS OF PAYMENT:

Pricing is good for (30) days. All prices subject to applicable sales tax.

All canceled orders are subject to a restocking fee up to 30% & all plant material ordered is non-refundable.

Payments for all services will be due upon receipt of invoice. Interest rate of 2% per month on all over due invoices.

Fuel Surcharges maybe applied to final invoice.

Wilson's Lawncare & Landscaping is not responsible for any irrigation, invisible dog fence, private utility lines or any unmarked utility lines, drainage and downspouts damaged during installation. Wilson's Lawncare & Landscaping is responsible for calling OUPS to mark utility lines.

GUARANTEE: Covers material bought by the original purchaser only. Woody plant material that are purchased from & planted by Wilson's Lawncare & Landscaping are guaranteed for (6) months from date of installation, provided that plants are properly watered & receive adequate care. An exception to this is injury by acts of nature including flood, high winds, ice & snow. This guarantee is limited to a one time replacement & does not cover any material that are transplanted. In accordance with industry standards, herbaceous plant material (ground covers, annuals, and biennials, etc) being of a perishable nature will not be guaranteed. Roses will be guaranteed for (3) months from time of installation. Sod & seeding jobs are guaranteed to be completed in a workman like manner according to standard practice, but coverage beyond installation is not provided since results are dependant on watering maintenance. Guarantee is void if terms of payment are not fulfilled.

The above prices, specifications and conditions are satisfactory and are hereby *Signature:* _____ accepted.

RESOLUTION NO. 24-28

BY: _____

A RESOLUTION AUTHORIZING THE DIRECTOR OF PUBLIC SERVICE FOR THE CITY OF NEWARK, OHIO, TO ENTER INTO COOPERATIVE AGREEMENTS WITH JASON DALE HOTTINGER, CHERI LYNN HOTTINGER, AND VARIOUS PROPERTY OWNERS ON STONEWALL DRIVE SUBJECT TO THE APPROPRIATION OF FUNDS, FOR CONSTRUCTION OF A DRAINAGE SYSTEM

WHEREAS, Property Owners Jason Dale Hottinger and Cheri Lynn Hottinger are in possession of real property located at 894 Jonathan Lane, Newark, Ohio, identified as Licking County Auditor Parcel No. 054-289206-00.000; and,

WHEREAS, 894 Jonathan Lane is located near a naturally occurring hill, leading to drainage issues which have negatively impacted the surrounding neighborhood parcels located on Stonewall Drive; and,

WHEREAS, it is the City’s desire, in order to promote goodwill with its citizens and for the safety of the community, to assist property owners on both Jonathan Lane and Stonewall Drive in funding the cost of repairing the drainage concerns; and,

WHEREAS, the addition of a better drainage system will decrease water runoff in the area, avoiding potential property damage or injury; and,

WHEREAS, in order to effectuate this project, the City of Newark and the respective property owners desire to enter into the corresponding Cooperative Agreements attached as Exhibits “A” and “B.”

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NEWARK, COUNTY OF LICKING AND STATE OF OHIO, THAT:

SECTION ONE: The Director of Public Service is hereby authorized and directed to enter into cooperative agreements with property owners on Jonathan Lane and Stonewall Drive for the purpose of constructing a drainage system.

SECTION TWO: This Resolution shall become effective at the earliest time permitted by Article 4.07 of the Charter of the City of Newark, Ohio.

Passed this _____ day of _____, 2024.

PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL

DATE FILED WITH MAYOR: _____

DATE APPROVED BY MAYOR: _____

MAYOR

FORM APPROVED: _____
DIRECTOR OF LAW

Prepared by the Office of the Director of Law

COOPERATIVE AGREEMENT

This Cooperative Agreement (the "Agreement") is entered into on or as of the date of the last signature below (the "Effective Date"), by and between the owners of the real estate listed below ("Property Owners") and the City of Newark, Ohio, (the "City") having its administrative address at 40 West Main Street, Newark, Ohio 43055.

WHEREAS, Property Owners Jason Dale Hottinger and Cheri Lynn Hottinger are in possession of real property located at 894 Jonathan Lane, Newark, Ohio, identified as Licking County Auditor Parcel No. 054-289206-00.000; and,

WHEREAS, City is currently in possession of a ten foot wide easement across the rear lot line of Property Owners' parcel for stormwater drainage and utility purposes, shown in Exhibit "A"; and,

WHEREAS, the parcel owned by Property Owners is located near a naturally occurring hill, leading to drainage issues which have negatively impacted the surrounding neighborhood; and,

WHEREAS, it is the City's desire, in order to promote goodwill with its citizens and for the safety of the community, to assist Property Owners in funding the cost of repairing the drainage concerns; and,

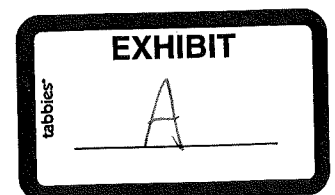
WHEREAS, the addition of a better drainage system will decrease water runoff in the area, avoiding potential property damage or injury; and,

WHEREAS, a landscape professional has been retained to oversee the design and construction of an improved drainage system utilizing the City's current easement on the property, the preliminary quote and design for which is attached to this Agreement as Exhibit "B"; and,

WHEREAS, execution of this Agreement is necessary for this project to move forward.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements hereinafter set forth, the City and Property Owners hereby agree as follows:

1. **RIGHT OF ENTRY.** In order to effectuate the intention of this Agreement, Property Owners shall permit the City or its authorized agents to enter upon its property for the purpose of performing inspections, surveying, or any other reasonable purpose at any reasonable time or times after the execution of this Agreement, as related to the drainage project.



2. **COSTS AND MAINTENANCE.** The City has agreed to contribute a total sum of \$36,475.00 to the initial construction for the project, based on the quote obtained by Property Owners. It is understood that variations from the preliminary plans may be necessary due to unforeseen topographical problems or construction requirements, and that this figure may increase slightly due to material costs and other adjustments. In no case, however, shall such the City be responsible for significant additional financial contributions beyond the amount agreed above. In the event that the drainage project shall, in the future, require any maintenance, repairs, alterations, additions or modifications reasonably required to maintain the system, the City shall have no obligation, financial or otherwise, to contribute to such repairs, cleaning, or modification, and Property Owners will be solely responsible for these associated costs.
3. **CONSTRUCTION.** The construction of the drainage system shall be in full compliance with any and all state and local laws, rules, regulations, building codes, and any applicable administrative directives pertaining thereto. Property Owners hereby grant the City a temporary construction easement and relieve the City of any future repair or funding responsibilities.
4. **CONTINGENCY.** This Agreement is contingent on the passage of legislation through Newark City Council appropriating funds for this project. Should City Council choose not to provide funding, City's financial and other legal obligations related to this project will be extinguished and the entirety of this Agreement null and void.
5. **MODIFICATION.** The parties hereto hereby agree that any modifications to this Agreement must be made in writing and executed by both parties' authorized representatives to be effective.
6. **NOTICES.** Notices given under the terms of this Agreement shall be deemed sufficiently received, provided that in the case of notice to either party, such notice is mailed by certified or registered United States Mail or is personally delivered to: The City of Newark at 40 W. Main St. Newark, OH 43055, or Property Owners at 894 Jonathan Lane, Newark, OH 43055.
7. **INDEMNIFICATION.** Property Owners hereby assume the risk and hereby agree to indemnify the City for any and all claims, including claims for monetary damages or damages to property. Property Owners hereby agree to hold City and its employees harmless, and release the same from any liability for any and all claims for damages, loss, liability, or expenses for injuries to persons (including death) or property belonging to City or third parties resulting from willful, intentional, reckless, negligent, or other acts of City, and its agents, officers, employees, or contractor as part of the drainage project as set forth herein. The City shall have no liability for any present or future accidents, acts of God, defects, or deficiencies pertaining to the drainage repair project; its contribution is related to funding the initial construction phase only. The City makes no warranties or guarantees regarding the drainage repair project.

8. **WAIVER.** No waiver of any right, condition or requirement of this Agreement by either party is to be deemed to imply or construe a further waiver of any other right, condition or requirement.
9. **CONSIDERATION.** Each party to this Agreement recognizes that the insight and benefits received by the respective parties to this Agreement are valuable and substantial; enforcement of this Agreement cannot be challenged for lack of consideration.
10. **ASSIGNABILITY.** Neither party shall assign any interest in this Agreement nor transfer any interest in this Agreement without prior written consent of the other party hereto. Said written consent shall not be unreasonably withheld.
11. **SEVERABILITY.** Should any provision or portion of this Agreement be rendered unenforceable or invalid for any reason by a court of competent jurisdiction, the remaining provisions or portions of this Agreement shall be unaffected and shall be enforced as fully as permitted by law.
12. **CAPTIONS.** Any captions used herein shall not define, limit, extend, or describe the scope of this Agreement or the intent of any provisions hereof.
13. **VENUE.** This Agreement shall be construed and governed by the laws of the state of Ohio and deemed to be executed in Licking County, Ohio. Licking County, Ohio shall serve as the proper venue for the purposes of litigation relating to this Agreement's subject matter whether instituted by the City or Property Owners.
14. **BINDING EFFECT AND BENEFIT.** This Agreement shall be binding upon and inure to the benefit of the parties, their respective successors and assigns.
15. **ENTIRE AGREEMENT.** This Agreement together with all exhibits, schedules, and other ancillary documents described in this Agreement constitutes the entire agreement among the parties with respect to the subject matter, transactions, and obligations as described in this Agreement and supersedes all previous negotiations, commitments and writings with respect to such subject matter, transactions, and obligations as described in this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below:

CITY OF NEWARK

Director of Public Service

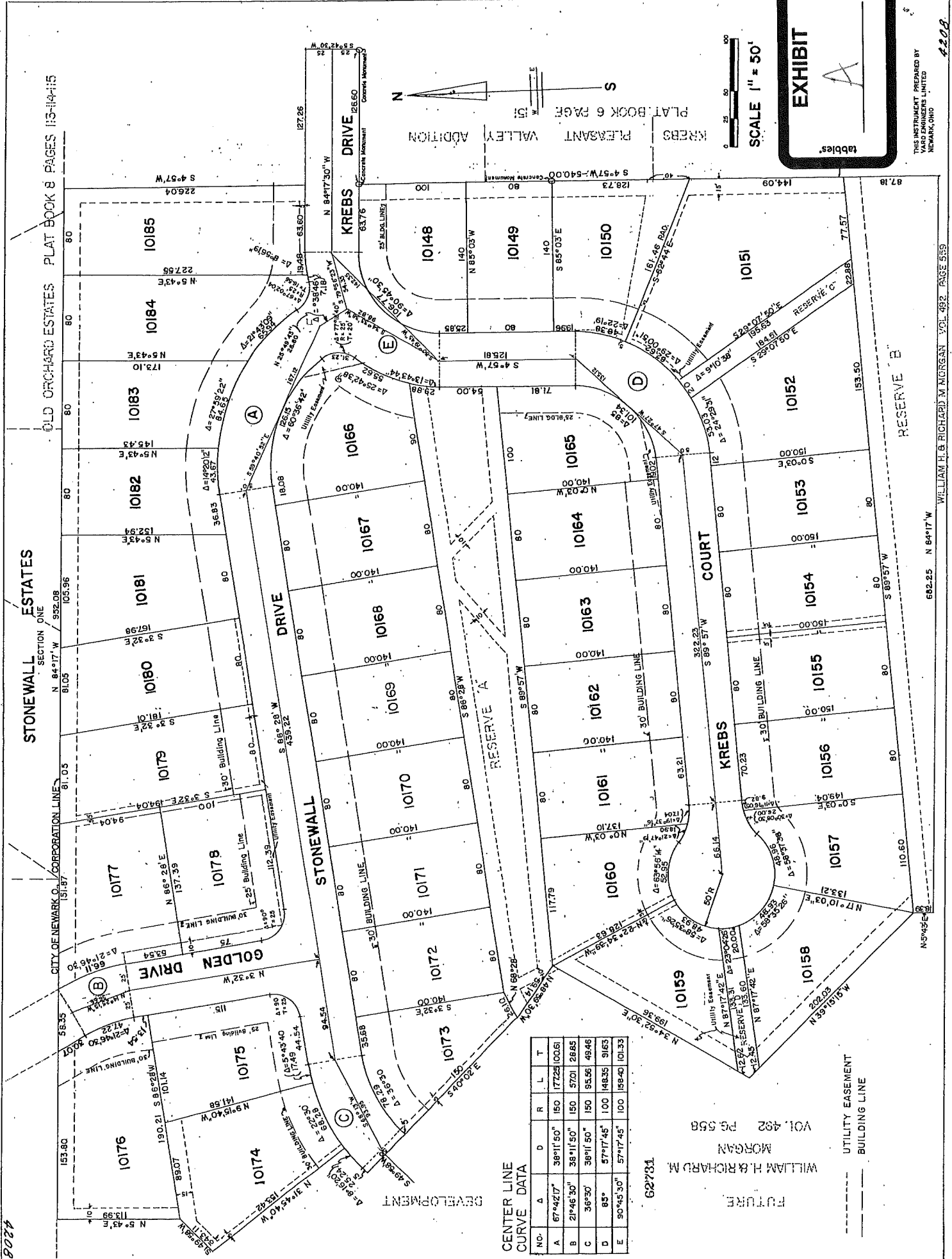
Date

PROPERTY OWNERS

Jason Dale Hottinger

Cheri Lynn Hottinger

Date



STONEWALL ESTATES SECTION ONE

OLD ORCHARD ESTATES PLAT BOOK 8 PAGES 113-114-115

KREBS PLEASANT VALLEY ADDITION PLAT BOOK 6 PAGE 101

EXHIBIT

Labels

SCALE 1" = 50'

THIS INSTRUMENT PREPARED BY VARG ENGINEERS LIMITED NEWARK, OHIO

CENTER LINE CURVE DATA

NO.	A	D	R	L	T
A	67°42'17"	381'11.50"	150	17725'	100.61
B	21°46'30"	38'11.50"	150	5701'	28.85
C	36°30'	381'11.50"	150	95.56'	49.46
D	85°	57'17.45"	100	148.35'	91.63
E	50°45'30"	57'17.45"	100	158.40'	101.33

62784

WILLIAM H. & RICHARD M. MORGAN VOL. 492 PG. 558

UTILITY EASEMENT
BUILDING LINE

682.25 N 64°17'W

WILLIAM H. & RICHARD M. MORGAN VOL. 492 PAGE 559

STONEWALL ESTATES

SECTION ONE

SITUATED IN THE COUNTY OF LICKING, CITY OF NEWARK, OHIO, AND BEING THE SAME REAL PROPERTY CONVEYED TO ARKAY HOMES INC. BY WARRANTY DEED DATED DEC. 29, 1967 BY WILLIAM HARRIES MORGAN AND BETTY KEN-NEDY MORGAN, HIS WIFE AND RICHARD H. MORGAN AND MARIANNA KEELER MORGAN HIS WIFE AND RECORDED IN VOLUME 628 PAGE 264 OF THE LICKING COUNTY DEED RECORDS

THE UNDERSIGNED ARKAY HOMES INC. BY WADE POWERS JR., PRESIDENT AND DONALD ROBINSON, SECRETARY, TREASURER DULY AUTHORIZED IN THE PREMISES BY ACTION OF ITS BOARD OF DIRECTORS, OWNERS OF THE LAND HEREON PLATTED, DOES HEREBY CERTIFY THAT THE ATTACHED PLAT COR-RECTLY REPRESENTS ITS STONEWALL ESTATES, DOES HEREBY ACCEPT THIS PLAT OF SAME AND DEDICATES TO PUBLIC USE ALL OR PARTS OF THE COURTS AND DRIVES SHOWN HEREON AND NOT HERETOFORE DEDICATED.

EASEMENTS ARE RESERVED WHERE INDICATED ON THE PLAT FOR CONST-RUCTION, OPERATION AND MAINTANCE OF PUBLIC UTILITIES ABOVE AND BEN-EATH THE SURFACE OF THE GROUND, AND WHERE NECESSARY ARE FOR THE CONSTRUCTION, OPERATION AND MAINTENANCE OF SERVICE CONNECTIONS TO ADJACENT LOTS AND FOR STORM DRAINAGE

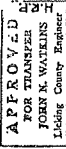
IN WITNESS THEREOF, WADE POWERS JR. AND DONALD ROBINSON AS PRESIDENT AND SECRETARY TREASURER RESPECTIVELY OF ARKAY HOMES INC. HAVE HEREUNTO SET THEIR HANDS THIS 23 DAY OF March, 1968.

WITNESS
Robert W. Kays
BY *Wade Powers Jr.* WADE POWERS JR. PRESIDENT
AND *Donald D. Robinson* DONALD ROBINSON SEC. TREASURER
ARKAY HOMES INC.

STATE OF OHIO
LICKING COUNTY, OHIO
BEFORE ME A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED WADE POWERS JR. AND DONALD ROBINSON AS PRESIDENT AND SECRETARY TREASURER RESPECTIVELY OF SAID ARKAY HOMES INC. WHO ACKNOWLEDGED THE SIGNING OF THE FOREGOING INSTRUMENT TO BE THEIR VOLUNTARY ACT AND DEED AND THE VOLUNTARY ACT AND DEED OF SAID ARKAY HOMES INC. FOR THE USES AND PURPOSES HEREIN EXPRESSED

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THIS 23 DAY OF March, 1968

James S. Whit
NOTARY PUBLIC, LICKING COUNTY, OHIO
MY COMMISSION EXPIRES Sept. 14, 1970



THE PLANNING COMMISSION OF THE CITY OF NEWARK, OHIO HEREBY APPROVES THIS LAYOUT OF STONEWALL ESTATES. BY RESOLUTION PASSED 23 DAY OF March 1968
James E. Peltz
PLANNING COMMISSION SECRETARY

THE COUNCIL OF THE CITY OF NEWARK, OHIO HEREBY APPROVES AND ACCEPTS THE DRIVES AND COURTS AS DELINEATED ON THIS PLAT OF STONEWALL ESTATES SECTION ONE, BY ORDINANCE NO. 68-16 PASSED THIS 18 DAY OF March 1968

ATTEST
Annita D. Handbell
CLERK/OF COUNCIL
George D. Bushman
LICKING COUNTY AUDITOR

THE LAND HEREON PLATTED TRANSFERRED, THIS 23 DAY OF March 1968
TOTAL ACREAGE 15.697 FEE 3.32

RECEIVED FOR RECORDING THIS 23 DAY OF March 1968 AT 5:40 AND
WITH RESTRICTIONS ATTACHED.
PLAT FEE 8.64
RESTRICTIONS FEE 1.00
TOTAL FEE 9.64
Robert E. Wilson
LICKING COUNTY RECORDER

62731

NOTES
DIMENSIONS SHOWN ON CURVED LINES ARE CHORD DIMENSIONS
ALL LOT CORNERS TO BE IRON PINNED
CONCRETE MONUMENTS TO BE SET AS SHOWN
ALL CHANGES IN R/W MARKED WITH 1" DIA. IRON PINS
ALL UTILITY EASEMENTS 16' WIDE UNLESS OTHERWISE SHOWN

I HEREBY CERTIFY THAT THIS PLAT CORRECTLY REPRESENTS THE LAND LAID OUT AND PLATTED BY ME FOR ARKAY HOMES INC.

Richard E. Kohn
RICHARD E. KOHN
REG. SURVEYOR NO. 4626

THIS INSTRUMENT PREPARED BY VARO ENGINEERS L LIMITED, NEWARK, OHIO

4208-1



4208-1

Fulton Price Inc. an Ohio Corporation, by its officers duly authorized herein, have caused the within delineated lands to be surveyed, laid out and plotted as herein shown, and said corporation as the owners thereof, does hereby dedicate to public use forever the Streets as designated and shown on said Volume 535 page 175 of the Licking County Records.

The dimensions of all Lots, Streets and Roads are marked on the Plot in feet and decimal parts thereof, dimensions on Curves are chord distances. The Streets and Roads are heretofore dedicated to Public use are hereby dedicated for use as such purposes above and beneath the ground where indicated on the plot for public utility purposes above and beneath the ground.

The restrictions attached hereto are hereby made a part of this plot as if fully rewritten herein. The undersigned further agrees that this dedication is a covenant binding ourselves, our heirs and assigns, forever, we have this 23rd day of August, 1962, here to affixed our hands, signed and acknowledged in the presence of:

Richard E. Price President
William E. Price Secretary

STATE OF OHIO, COUNTY OF LICKING ss
 Before me a Notary Public in and for said county, personally came the above named J. Richard Fulton, president and Myron E. Price, secretary of Fulton Price Inc. and acknowledged the signing of the foregoing instrument to be their voluntary act and deed as president and secretary of the said Fulton Price Inc.

In witness whereof I have hereunto set my hand and affixed my notarial seal this 23rd day of August, 1962.

John J. Jones
 Notary Public, Licking County, Ohio
 My commission expires on July 25, 1965 1965, 7:13 a.m.

The Planning Commission of Newark Township hereby approves the layout of Old Orchard Estates Addition by Resolution No. 13 day of August 1962.

Robert H. Jones
 Chairman, Newark Township, Trustees.
 The County Engineer of Licking County, Ohio, hereby approves the layout of Old Orchard Estates Addition this 28 day of Sept 1962.

Robert H. Jones
 Licking County Engineer.
 The County Commissioners of Licking County, Ohio hereby approve this plot as dedicated this 28th day of Sept 1962.

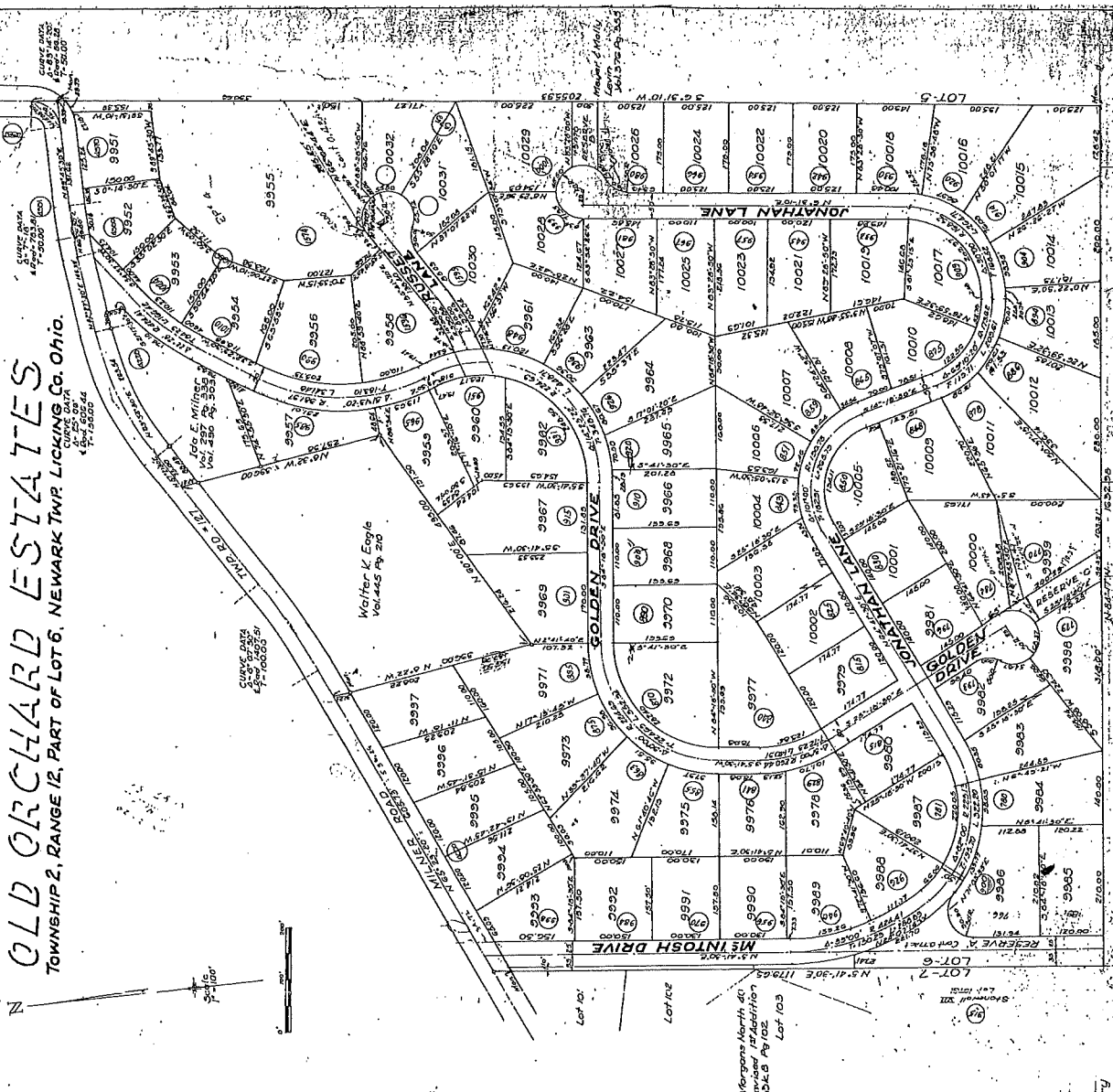
The land hereon platted, has been transferred this 28th day of September 1962.
 Total Acres 3.58
 Auditing Fee 3.00

The above plot and attached restrictions were received for recording this 23rd day of August 1962, in the office of the Recorder of Deeds, Licking County, Ohio.
 Fee: Plot 3.00
 Restriction 5.00
 Total 8.00
Robert E. Jones
 Licking County Recorder

We do hereby certify, that we have surveyed the above premises, prepared the foregoing plat and that said plat is correct.
 Iron pins are placed at all lot corners and curve points.
 A. R. JOHNS & ASSOCIATES, CONSULTING ENGINEERS, NEWARK, O.
Allen R. Jones
 Registered Surveyor #5006

The Planning Commission of the City of Newark, Ohio, hereby approves this layout of Old Orchard Estates Addition this 23rd day of August 1962.
William E. Price
 City of Newark Planning Commission Secretary

This instrument prepared by: Allen R. Jones



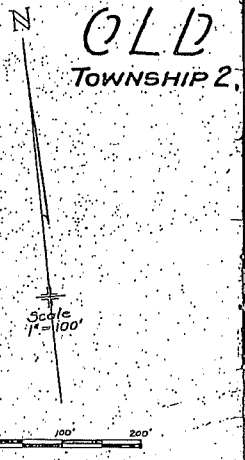
William E. Price
 City of Newark Planning Commission Secretary

Fulton-Price, Inc., an Ohio Corporation, by its officers duly authorized herein, have caused the within delineated lands to be surveyed, laid out and platted as herein shown, and said corporation as the owners thereof does hereby dedicate to public use forever the Streets as designated and shown on said plat having acquired title by deeds recorded in Volume 566, Page 491 and Volume 535, Page 175 of the Licking County Records.

The dimensions of all Lots, Streets and Roads are marked on the Plat in feet and decimal parts thereof; dimensions on Curves are chord distances. The Streets and Roads not heretofore dedicated to Public use are hereby dedicated for use as such. Easements reserved and given where indicated on the plat for Public Utility purposes above and beneath the ground.

The restrictions attached hereto are hereby made a part of this Plat as if fully rewritten herein. The undersigned further agrees that this dedication is a covenant binding ourselves, our heirs and assigns, forever, we have this 28th day of September, 1964, hereto affixed our hands.

Signed and acknowledged in the presence of:
L. James Sabin
Berge D. Lee
 By *J. Richard Fulton* President
 By *Myron E. Price* Secretary



STATE OF OHIO, COUNTY OF LICKING SS.
 Before me a Notary Public in and for said county, personally came the above named J. Richard Fulton, president and Myron E. Price, secretary of Fulton-Price, Inc. and acknowledged the signing of the foregoing instrument to be their voluntary act and deed as president and secretary of the said Fulton-Price, Inc.
 In witness whereof I have hereunto set my hand and affixed my notarial seal this 29th day of September, 1964.

L. James Sabin
 Notary Public, Licking County Ohio.
 My commission expires on *Sept 1973* 1973 P.C.

The Planning Commission of Newark Township hereby approves the layout of Old Orchard Estates Addition by Resolution No. *13* passed this *13* day of *August* 1964.

A. R. Pound
 Chairman, Newark Township Trustees.

The County Engineer of Licking County, Ohio, hereby approves the layout of Old Orchard Estates Addition this *28* day of *Sept* 1964.

John H. ...
 Licking County Engineer.

The County Commissioners of Licking County, Ohio hereby approves this plat as dedicated this *28th* day of *Sept* 1964.

Bryan Van ...
Richard G. ...
L. ...
 Licking County Commissioners

The land hereon platted has been transferred this *28* day of *September* 1964.
 Total Acreage *17.752*
 Auditing Fee \$ *3.50*

Quail E. Coffman
 Licking County Auditor

Morgans North 40
 Revised 1st Addition
 Bk. B Pg. 102

The above plat and attached restrictions were received for recording this *28th* day of *September* 1964 in Plat Book Vol. *8* Pages *113, 114 & 115*
 Fee: Plat \$ *8.64*
 Restriction \$ *5.00*
 Total \$ *13.64*

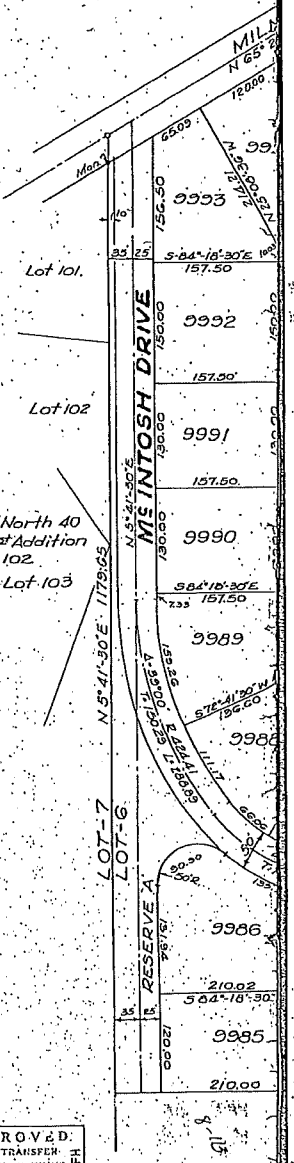
Robert E. Wise
 Licking County Recorder

We do hereby certify that we have surveyed the above premises, prepared the foregoing plat and that said plat is correct.
 Iron pins are placed at all lot corners and curve points.

A. R. JOBES & ASSOCIATES - CONSULTING ENGINEERS, NEWARK, O.
Alton R. Jobes
 Registered Surveyor # 5006

The Planning Commission of the City of Newark, Ohio, hereby approves this layout of Old Orchard Estates Addition this *28* day of *September* 1964.

William R. ...
 City of Newark Planning Commission Secretary



For Modification of Restrictions
 See Deed Record Vol 648 Pg 353

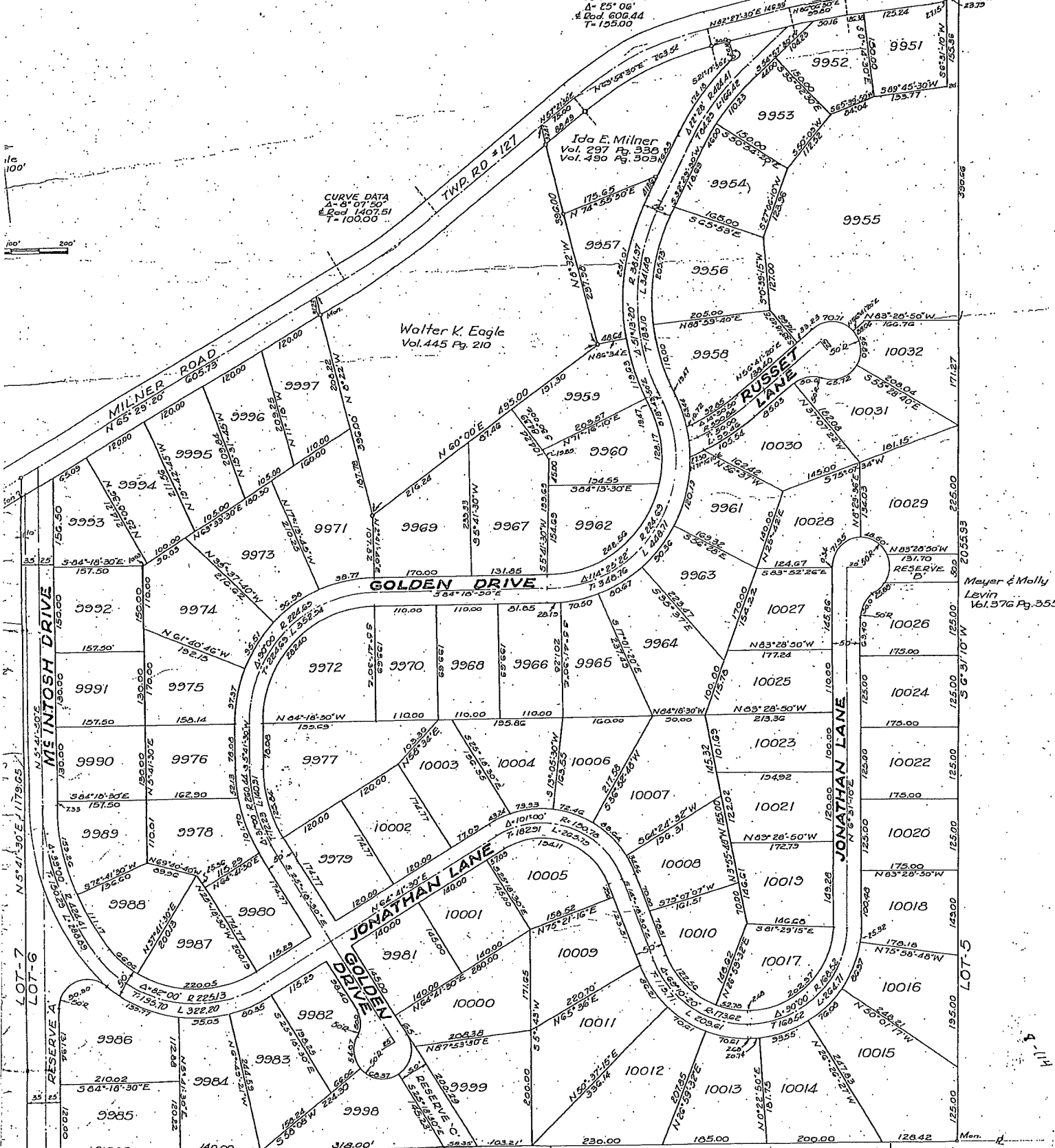
APPROVED FOR TRANSFER BY
 JOHN N. WATKINS
 Licking County Engineer

SEE INST # 199811030042060

This instrument prepared by: *Alton R. Jobes*

OLD ORCHARD ESTATES

TOWNSHIP 2, RANGE 12, PART OF LOT 6, NEWARK TWP. LICKING Co. Ohio.



The building set back and Utility R/W Easements shall be as set forth in the attached restrictions.

William H. & Richard M. Morgan
Vol. 492 Pg. 553

William H. & Richard M. Morgan
Vol. 492 Pg. 553

Krebs Pleasant Valley
Addition Bk. 6 pg. 151



QUOTE

169 Dayton Rd.
Newark, OH 43055
rtury@laytoninc.com
Phone: 740-349-7101
Fax: 740-349-7101

PLAN SET DATE	NA
DATE	10/30/2023
QUOTE #	1
WAGE	Non-Prevailing
VALID UNTIL	11/29/2023

Jonathan Lane Project - Newark Stormwater Project

Storm Drainage Improvements

TOTAL \$ 36,475.00

Mobilization	1 ls
12" Conduit	220 lf
8" Conduit	84 lf
6" Conduit	182 lf
4" Conduit	98 lf
3x3 Catch Basin	2 ea
2x2 Catch Basin	2 ea
Seeding & Stawing	655 sy

COMBINED TOTAL \$ 36,475.00

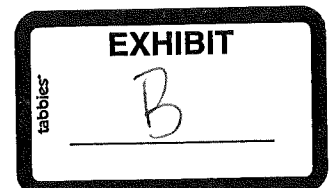
EXCLUSIONS:

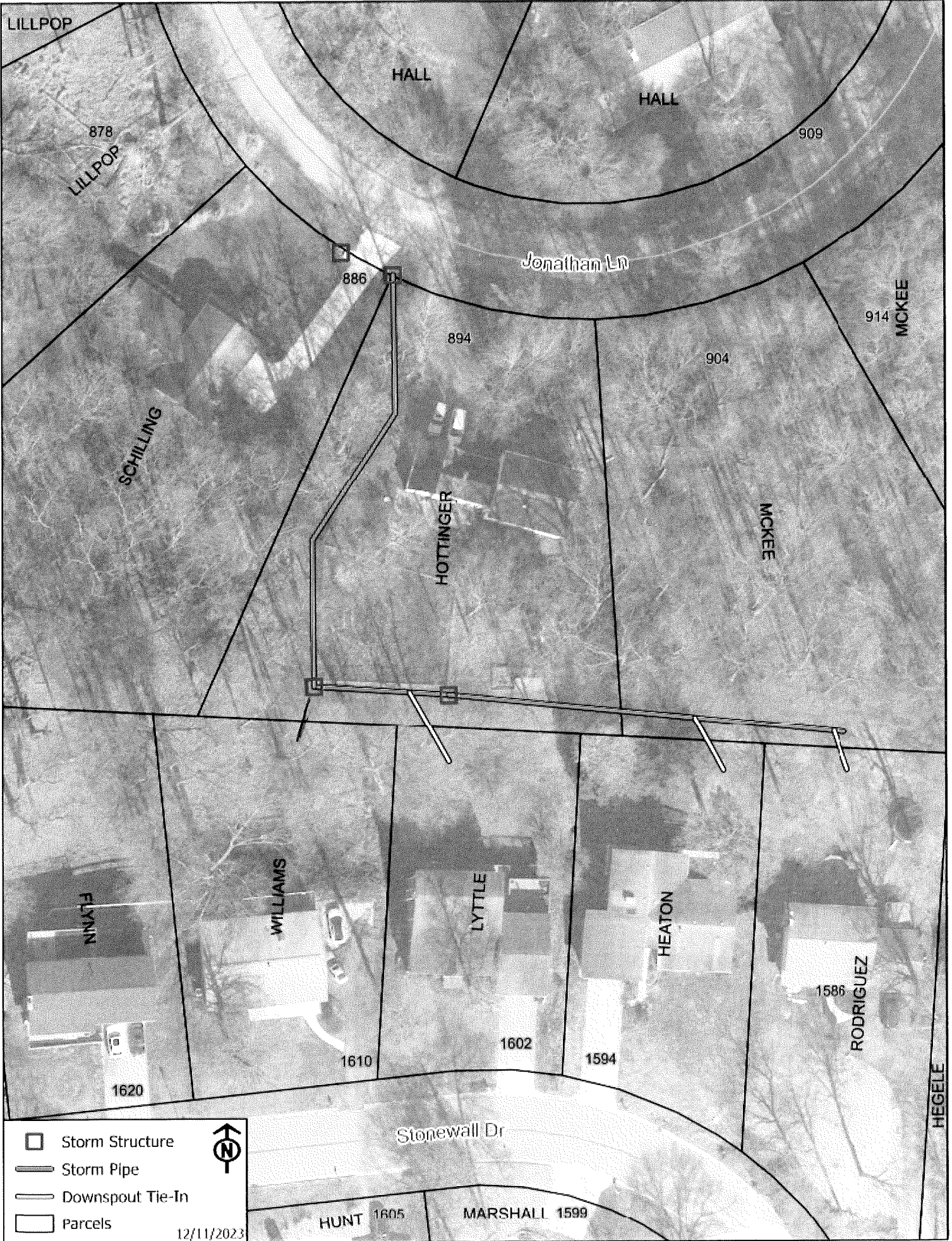
- Permits & Fees
- Soils Engineering & Testing
- Unsuitable Soils Removal & Replacement
- Tree Removal
- Damage/Replacement of Fencing
- Damage/Replacement of Driveways
- Existing Structures Condition
- Relocation and/or Removal of Existing Utilities (unless otherwise noted above)
- Soils Imported or Exported Off Site (unless otherwise noted above)
- Soil Stabilization (unless otherwise noted above)
- Concrete Placement (unless otherwise noted above)
- Hydrovacating Existing Structures





QUALIFICATIONS:

Quote is good for 30 days.
 Compaction is based on standard proctor.
 Price is based upon performing all work quoted.
Items not specifically included, are excluded.
 Scope of work meeting prior to contract signing.
 Delays caused by material volatility are not at fault of Layton Inc.

Sincerely,
Richard Tury





-  Storm Structure
-  Storm Pipe
-  Downspout Tie-In
-  Parcels



12/11/2023

COOPERATIVE AGREEMENT

This Cooperative Agreement (the "Agreement") is entered into on or as of the date of the last signature below (the "Effective Date"), by and between the owner of the real estate listed below ("Property Owner") and the City of Newark, Ohio, (the "City") having its administrative address at 40 West Main Street, Newark, Ohio 43055.

WHEREAS, Property Owner(s) _____
is in possession of real property located at _____, Newark, Ohio,
identified as Licking County Auditor Parcel No. _____; and,

WHEREAS, City is currently in possession of a fifteen foot wide easement across the rear lot line of Property Owner's parcel for stormwater drainage and utility purposes, shown in Exhibit "A"; and,

WHEREAS, Property Owner's parcel is located near a naturally occurring hill, leading to drainage issues which have negatively impacted the surrounding neighborhood and led to ponding and violations of Property Maintenance Code 302.2 on Property Owner's parcel; and,

WHEREAS, it is the City's desire, in order to promote goodwill with its citizens and for the safety of the community, to assist in repairing the drainage concerns; and,

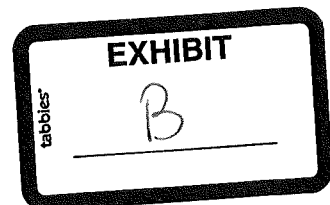
WHEREAS, the addition of a better drainage system with multiple downspout tie-ins will decrease water runoff in the area, avoiding potential property damage or injury; and,

WHEREAS, a landscape professional has been retained to oversee the design and construction of an improved drainage system utilizing the City's current easement on the property, the preliminary quote and design for which is attached to this Agreement as Exhibit "B"; and,

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements hereinafter set forth, the City and Property Owner hereby agree as follows:

1. **RIGHT OF ENTRY.** In order to effectuate the intention of this Agreement, Property Owner shall permit the City or its authorized agents to enter upon its property for the purpose of performing inspections, surveying, construction, accessing its easement area, or any other reasonable purpose at any reasonable time or times after the execution of this Agreement, as related to the drainage project.

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costs and other adjustments. In no case, however, shall such the City be responsible for significant additional financial contributions beyond the amount agreed above. In the event that the drainage project shall, in the future, require any maintenance, repairs, alterations, additions or modifications reasonably required to maintain the system, the City shall have no obligation, financial or otherwise, to contribute to such repairs, cleaning, or modification, and Property Owner will be solely responsible for these associated costs.

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7. **INDEMNIFICATION.** Property Owner hereby assumes the risk and hereby agrees to indemnify the City for any and all claims, including claims for monetary damages or damages to property. Property Owner hereby agrees to hold City and its employees harmless, and release the same from any liability for any and all claims for damages, loss, liability, or expenses for injuries to persons (including death) or property belonging to City or third parties resulting from willful, intentional, reckless, negligent, or other acts of City, and its agents, officers, employees, or contractor as part of the drainage project as set forth herein. The City shall have no liability for any present or future accidents, acts of God, defects, or deficiencies pertaining to the drainage repair project; its contribution is related to funding the initial construction phase only. The City makes no warranties or guarantees regarding the drainage repair project.
8. **WAIVER.** No waiver of any right, condition or requirement of this Agreement by either party is to be deemed to imply or construe a further waiver of any other right, condition or requirement.
9. **CONSIDERATION.** Each party to this Agreement recognizes that the insight and benefits received by the respective parties to this Agreement are valuable and

substantial; enforcement of this Agreement cannot be challenged for lack of consideration.

10. **ASSIGNABILITY.** Neither party shall assign any interest in this Agreement nor transfer any interest in this Agreement without prior written consent of the other party hereto. Said written consent shall not be unreasonably withheld.
11. **SEVERABILITY.** Should any provision or portion of this Agreement be rendered unenforceable or invalid for any reason by a court of competent jurisdiction, the remaining provisions or portions of this Agreement shall be unaffected and shall be enforced as fully as permitted by law.
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13. **VENUE.** This Agreement shall be construed and governed by the laws of the state of Ohio and deemed to be executed in Licking County, Ohio. Licking County, Ohio shall serve as the proper venue for the purposes of litigation relating to this Agreement's subject matter whether instituted by the City or Property Owner.
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IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below:

CITY OF NEWARK

Director of Public Service

Date

PROPERTY OWNER

Property Owner Name

Signature

Date

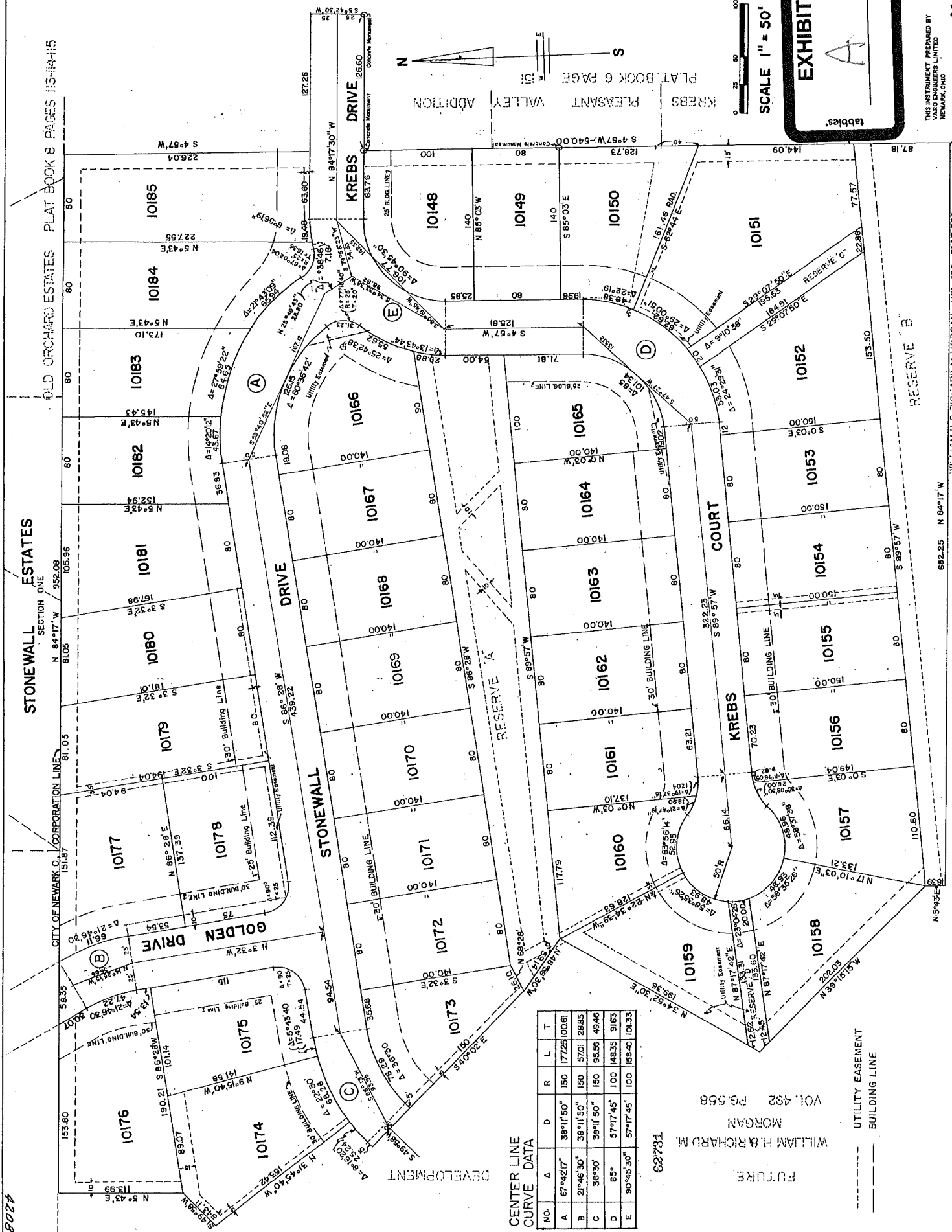
Property Owner Name

Signature

Date

STONEWALL ESTATES SECTION ONE

OLD ORCHARD ESTATES PLAT BOOK 8 PAGES 113-114-115



CENTER LINE CURVE DATA

NO.	A	D	R	L	T
A	67°42'17"	381'11.50"	150	17725	00061
B	21°46'30"	381'11.50"	150	5701	28885
C	36°30'	381'11.50"	150	9535	4946
D	85°	5717.45'	100	14835	9163
E	90°43'30"	5717.45'	100	15840	10133

62731
 WILLIAM H. & RICHARD M. MORGAN
 VOL. 492 PG. 558
 FUTURE

UTILITY EASEMENT
 BUILDING LINE

DEVELOPMENT

EXHIBIT



SCALE 1" = 50'

Tables

THIS INSTRUMENT PREPARED BY
 VARIO ENGINEERS LIMITED
 NEWARK, ONT.

WILLIAM H. & RICHARD M. MORGAN VOL. 492 PAGE 558

682.55 N 64°17' W

STONEWALL ESTATES

SECTION

ONE

SITUATED IN THE COUNTY OF LICKING, CITY OF NEWARK, OHIO, AND BEING THE SAME REAL PROPERTY CONVEYED TO ARKAY HOMES INC. BY WARRANTY DEED DATED DEC. 29, 1967 BY WILLIAM HARRIES MORGAN AND BETTY-KEN-NEDY MORGAN, HIS WIFE AND RICHARD H. MORGAN AND MARIANNA KEELER MORGAN HIS WIFE AND RECORDED IN VOLUME 628 PAGE 264 OF THE LICKING COUNTY DEED RECORDS

THE UNDERSIGNED ARKAY HOMES INC. BY WADE POWERS JR., PRESIDENT AND DONALD ROBINSON SECRETARY TREASURER DULY AUTHORIZED IN THE PREMISES BY ACTION OF ITS BOARD OF DIRECTORS, OWNERS OF THE LAND HEREON PLATTED, DOES HEREBY CERTIFY THAT THE ATTACHED PLAT COR-RECTLY REPRESENTS ITS STONEWALL ESTATES, DOES HEREBY ACCEPT THIS PLAT OF SAME AND DEDICATES TO PUBLIC USE ALL OR PARTS OF THE COURTS AND DRIVES SHOWN HEREON AND NOT HERETOFORE, DEDICATED.

EASEMENTS ARE RESERVED WHERE INDICATED ON THE PLAT FOR CONST-RUCTION, OPERATION AND MAINTANCE OF PUBLIC UTILITIES ABOVE AND BEN-EATH THE SURFACE OF THE GROUND, AND WHERE NECESSARY ARE FOR THE CONSTRUCTION, OPERATION AND MAINTENANCE OF SERVICE CONNECTIONS TO ADJACENT LOTS AND FOR STORM DRAINAGE

IN WITNESS THEREOF, WADE POWERS JR. AND DONALD ROBINSON AS PRESIDENT AND SECRETARY TREASURER RESPECTIVELY OF ARKAY HOMES INC. HAVE HEREUNTO SET THEIR HANDS THIS 13th DAY OF March, 1968

WITNESS

ARKAY HOMES INC.

BY Wade Powers Jr.
WADE POWERS JR. PRESIDENT

AND Donald Robinson
DONALD ROBINSON SEC. TREASURER

STATE OF OHIO
LICKING COUNTY, OHIO

BEFORE ME A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED WADE POWERS JR. AND DONALD ROBINSON AS PRESIDENT AND SECRETARY TREA-SURER RESPECTIVELY OF SAID ARKAY HOMES INC. WHO ACKNOWLEDGED THE SIGNING OF THE FOREGOING INSTRUMENT TO BE THEIR VOLUNTARY ACT AND DEED AND THE VOLUNTARY ACT AND DEED OF SAID ARKAY HOMES INC. FOR THE USES AND PURPOSES HEREIN EXPRESSED

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THIS 13th DAY OF March, 1968



Joseph S. Schatz
NOTARY PUBLIC, LICKING COUNTY, OHIO
MY COMMISSION EXPIRES Sept. 12, 1972

THE PLANNING COMMISSION OF THE CITY OF NEWARK, OHIO HEREBY APPROVES THIS LAYOUT OF STONEWALL ESTATES, BY RESOLUTION PASSED 13th DAY OF March, 1968

Joseph S. Schatz
PLANNING COMMISSION SECRETARY

THE COUNCIL OF THE CITY OF NEWARK, OHIO HEREBY APPROVES AND ACCEPTS THE DRIVES AND COURTS AS DELINEATED ON THIS PLAT OF STONEWALL ESTATES SECTION ONE, BY ORDINANCE NO. 62-26 PASSED THIS 13th DAY OF March, 1968

ATTEST Annabel A. Haudsdell
CLERK/OF COUNCIL

THE LAND HEREON PLATTED TRANSFERRED THIS 28th DAY OF March, 1968
TOTAL ACREAGE 15.897 FEE 2.00

George D. Buchanan
LICKING COUNTY AUDITOR

RECEIVED FOR RECORDING THIS 22 DAY OF March, 1968 AT 5:40 AND RECORDED THE 27 DAY OF March, 1968 IN PLAT BOOK 7 PAGES 71-72-73 WITH RESTRICTIONS ATTACHED.

PLAT FEE \$ 8.64
RESTRICTIONS FEE 4.00
TOTAL FEE \$ 12.64
Robert E. Zilman
LICKING COUNTY RECORDER

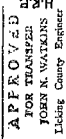
NOTES

DIMENSIONS SHOWN ON CURVED LINES ARE CHORD DIMENSIONS ALL LOT CORNERS TO BE IRON PINNED CONCRETE MONUMENTS TO BE SET AS SHOWN ALL CHANGES IN R/W MARKED WITH 1" DIA. IRON PINS ALL UTILITY EASEMENTS 15' WIDE UNLESS OTHERWISE SHOWN

I HEREBY CERTIFY THAT THIS PLAT CORRECTLY REPRESENTS THE LAND LAID OUT AND PLATTED BY ME FOR ARKAY HOMES INC.

Richard E. Kohn
RICHARD E. KOHN
REG. SURVEYOR NO. 4-626

THIS INSTRUMENT PREPARED BY VARO ENGINEERS LIMITED, NEWARK, OHIO



OLD ORCHARD ESTATES

TOWNSHIP 2, RANGE 12, PART OF LOT 6, NEWARK TWP. LICKING CO. OHIO.

Fulton Price, Inc. on Ohio Corporation, by its officers duly authorized herein, have caused the within delineated lands to be surveyed, laid out and plotted as herein shown, and said corporation as the owners thereof does hereby dedicate to public use forever the Streets as designated and shown on said plot having acquired title by deeds recorded in Volume 566, Page 431 and Volume 535 Page 175 of the Licking County Records.

The dimensions of all Lots, Streets and Roads are marked on the plot in feet and decimal parts thereof, dimensions on Curves are chord distances. The Streets and Roads hereinafter dedicated to Public use are hereby dedicated for use as shown on the plot and the same are indicated on the plot for Public Utility purposes above and beneath the ground.

The restrictions attached hereto are hereby made a part of this plot as if fully rewritten herein. The undersigned further agrees that this dedication is a covenant binding ourselves, our heirs and assigns, forever. We have this 23rd day of September, 1967, here to affixed our hands, signed and acknowledged in the presence of:

James D. Price President
William S. Price Secretary

STATE OF OHIO, COUNTY OF LICKING, SS
Before me a Notary Public in and for said county, personally came the above named J. Richard Fulton, president and Myron E. Price, secretary of Fulton Price Inc. and acknowledged the signing of the foregoing instrument to be their voluntary act and deed as president and secretary of the said Fulton Price Inc.

In witness whereof I have hereunto set my hand and affixed my notarial seal this 23rd day of September, 1967.

J. Dawson Stebbins
Notary Public, Licking County, Ohio.
My commission expires 07-15-1970.

The Planning Commission of Newark Township hereby approves the layout of Old Orchard Estates Addition by Resolution No. 1967-11-13.

Charles R. Brown
Chairman, Newark Township, Trustees.
The County Engineer of Licking County, Ohio, hereby approves the layout of Old Orchard Estates Addition this 23rd day of Sept. 1967.

William E. Price
Licking County Engineer.
The County Commissioners of Licking County, Ohio hereby approves this plot as dedicated this 23rd day of Sept. 1967.

Robert A. Jones
Licking County Commissioners
The land hereon plotted has been transferred this 23rd day of September, 1967.

Total Acreage 2.23
Auditing Fee \$300.00

The above plot and attached restrictions were received for recording this 23rd day of September, 1967, by Robert A. Jones Auditor of Licking County, Ohio.

Total 3.11
Licking County, Recorder

We do hereby certify that we have surveyed the above premises, prepared the foregoing plat and that said plat is correct. Iron pins are placed at all lot corners and curve points.

A. R. Jones & Associates, Consulting Engineers, Newark, O.
Robert A. Jones
Registered Surveyor #5006

The Planning Commission of the City of Newark, Ohio, hereby approved this layout of Old Orchard Estates Addition this 23rd day of September, 1967.

Robert A. Jones
City of Newark Planning Commission Secretary

This instrument prepared by: Robert A. Jones



The building set back and Utility Easements shall be as set forth in the attached restrictions. Multiple Easements in Block.

William S. Richard, M. Wilson
161.452 P. 500

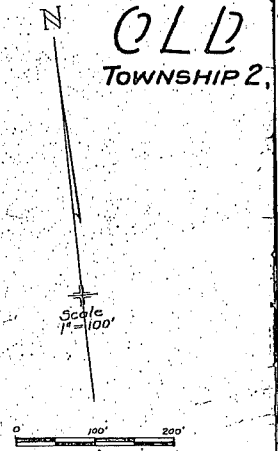
Fulton-Price, Inc., an Ohio Corporation, by its officers duly authorized herein, have caused the within delineated lands to be surveyed, laid out and platted as herein shown, and said corporation as the owners thereof does hereby dedicate to public use forever the Streets as designated and shown on said plat having acquired title by deeds recorded in Volume 566, Page 491 and Volume 585, Page 175 of the Licking County Records.

The dimensions of all Lots, Streets and Roads are marked on the Plat in feet and decimal parts thereof; dimensions on Curves are chord distances. The Streets and Roads not heretofore dedicated to Public use are hereby dedicated for use as such. Easements reserved and given where indicated on the plat for Public Utility purposes above and beneath the ground.

The restrictions attached hereto are hereby made a part of this Plat as if fully rewritten herein. The undersigned further agrees that this dedication is a covenant binding ourselves, our heirs and assigns, forever. We have this 28th day of September, 1964, hereto affixed our hands.

Signed and acknowledged in the presence of:
R. James Smith
Benge D. Lee

By J. Richard Fulton President
 By Myron E. Price Secretary



STATE OF OHIO, COUNTY OF LICKING, SS.

Before me, a Notary Public in and for said county, personally came the above named J. Richard Fulton, president and Myron E. Price, secretary of Fulton Price Inc. and acknowledged the signing of the foregoing instrument to be their voluntary act and deed as president and secretary of the said Fulton-Price Inc.

In witness whereof I have hereunto set my hand and affixed my notarial seal this 29th day of September, 1964.

R. James Smith
 Notary Public, Licking County Ohio.
 My commission expires on Sept. 19, 1973 P.C.

The Planning Commission of Newark Township hereby approves the layout of Old Orchard Estates Addition by Resolution No. passed this 13 day of August 1964.

A. R. Pound
 Chairman, Newark Township Trustees.

The County Engineer of Licking County, Ohio, hereby approves the layout of Old Orchard Estates Addition this 28 day of Sept 1964.

John A. Washburn
 Licking County Engineer.

The County Commissioners of Licking County, Ohio hereby approve this plat as dedicated this 28th day of Sept 1964.

Bryan Van Meter
Robert G. Broudy
Thomas Love
 Licking County Commissioners

The land hereon platted has been transferred this 28 day of September 1964.
 Total Acreage 57.952
 Auditing Fee \$ 3.32

Quell E. Coffman
 Licking County Auditor

Morgans North 40
 Revised 1st Addition
 Ch. 8 Pg. 102

26230

The above plat and attached restrictions were received for recording this 28th day of September 1964 in Plat Book Vol. 8 Pages 113, 114 & 115

Fee: Plat \$ 8.64
 Restriction \$ 5.00
 Total \$ 13.64

Robert E. Wise
 Licking County Recorder

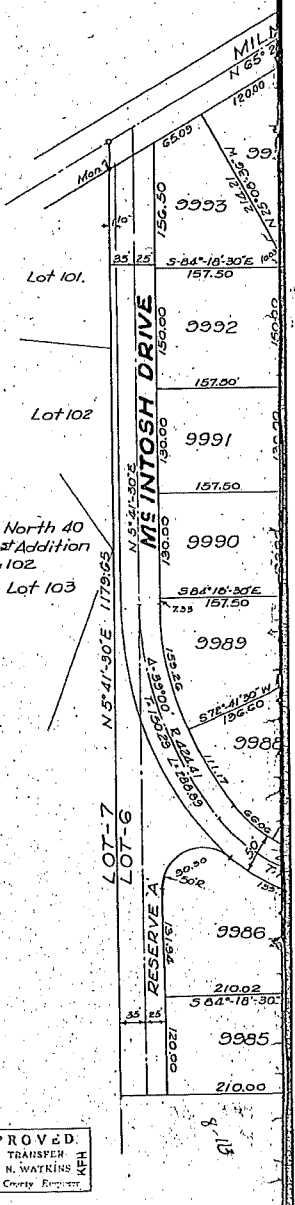
We do hereby certify, that we have surveyed the above premises, prepared the foregoing plat and that said plat is correct.
 Iron pins are placed at all lot corners and curve points.

A. R. JOHES & ASSOCIATES - CONSULTING ENGINEERS, NEWARK, O.

Alon R. Johes
 Registered Surveyor # 5006

The Planning Commission of the City of Newark, Ohio, hereby approves this layout of Old Orchard Estates Addition this 25 day of September 1964.

Robert R. Francis
 City of Newark Planning Commission Secretary



For Modification of Restrictions
 See Deed record Vol 648 Pg 353

APPROVED
 FOR TRANSFER
 JOHN N. WATKINS
 Licking County Engineer

SEE INST # 199811030042060

This instrument prepared by: Alon R. Johes



169 Dayton Rd.
 Newark, OH 43055
 rtury@laytoninc.com
 Phone: 740-349-7101
 Fax: 740-349-7101

QUOTE

PLAN SET DATE	NA
DATE	10/30/2023
QUOTE #	1
WAGE	Non-Prevailing
VALID UNTIL	11/29/2023

Jonathan Lane Project - Newark Stormwater Project

Storm Drainage Improvements

TOTAL \$ 36,475.00

Mobilization	1 ls
12" Conduit	220 lf
8" Conduit	84 lf
6" Conduit	182 lf
4" Conduit	98 lf
3x3 Catch Basin	2 ea
2x2 Catch Basin	2 ea
Seeding & Stawing	655 sy

COMBINED TOTAL \$ 36,475.00

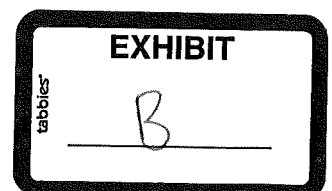
EXCLUSIONS:

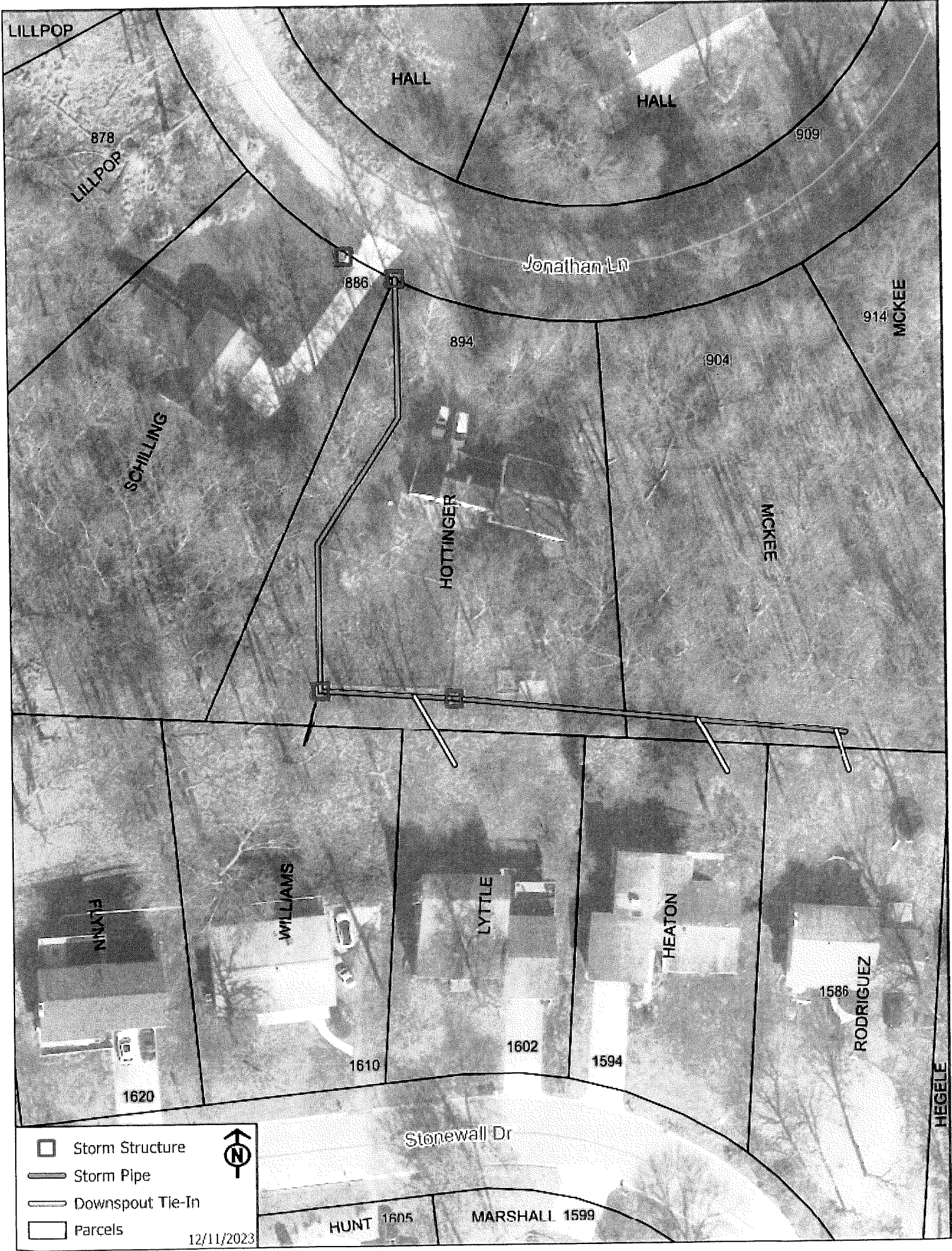
- Permits & Fees
- Soils Engineering & Testing
- Unsuitable Soils Removal & Replacement
- Tree Removal
- Damage/Replacement of Fencing
- Damage/Replacement of Driveways
- Existing Structures Condition
- Relocation and/or Removal of Existing Utilities (unless otherwise noted above)
- Soils Imported or Exported Off Site (unless otherwise noted above)
- Soil Stabilization (unless otherwise noted above)
- Concrete Placement (unless otherwise noted above)
- Hydrovacng Existing Structures





QUALIFICATIONS:

Quote is good for 30 days.
 Compaction is based on standard proctor.
 Price is based upon performing all work quoted.
Items not specifically included, are excluded.
 Scope of work meeting prior to contract signing.
 Delays caused by material volatility are not at fault of Layton Inc.

Sincerely,
 Richard Tury





-  Storm Structure
-  Storm Pipe
-  Downspout Tie-In
-  Parcels



12/11/2023

BY: _____

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR OF THE CITY OF NEWARK TO APPLY FOR FINANCIAL SUPPORT FROM THE STATE OF OHIO 2024 NATUREWORKS GRANT.

WHEREAS, NatureWorks identifies projects funded by the Ohio Parks and Natural Resources Bond Issue, which was approved by Ohio voters in November 1993;and,

WHEREAS, The City of Newark is eligible to apply for 75% reimbursement assistance for the acquisition, development, and rehabilitation of recreational areas; and,

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 Newark desires financial assistance under the NatureWorks Grant Program; and,

WHEREAS, the City of Newark approves filing this application for financial assistance; and,

WHEREAS, Jeff Hotchkiss 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; and,

WHEREAS, the City of Newark 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**.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NEWARK, COUNTY OF LICKING AND STATE OF OHIO, THAT:

Section 1: The Mayor is authorized to take whatever action is legally available to attain funding in the best interest of the City and its participation in available grant funding for the acquisition, development, and rehabilitation of recreational areas.

Section 2: The Mayor is designated as the authorizing official to enter into a reimbursement agreement with the State of Ohio Department of Natural Resources and accept said funds.

Section 3: This Resolution shall become effective upon the earliest date permitted by Article 4.07 of the Charter of the City of Newark, Ohio.

ADOPTED THE _____ DAY OF _____, 2024

_____, PRESIDENT OF COUNCIL

_____, ATTEST, CLERK OF COUNCIL

_____, DATE FILED WITH THE MAYOR

_____, DATE APPROVED BY MAYOR

_____, MAYOR

_____, FORM APPROVED BY LAW DIRECTOR

BY: _____

A RESOLUTION AUTHORIZING AND DIRECTING THE DIRECTOR OF PUBLIC SERVICE OF THE CITY OF NEWARK, OHIO TO PROCEED WITH THE STEPS NECESSARY TO RENAME TOWNE COMMONS PARK AKA FRONT STREET PARK AKA EASY STREET PARK, PARCEL NO. 054-258866-00.000 AS HOPE PARK.

WHEREAS, in the City of Newark, there is a triangular green space bordered by East Church Street to the North, Easy Street to the West, East Main Street to the South and the North Fork of the Licking River to the East; and,

WHEREAS, this Council deems it appropriate to honor a local youth, S.A-H. for her ongoing efforts to restore and maintain the park’s appearance for the betterment of the City of Newark, Ohio and Licking County, Ohio, and;

WHEREAS, Council has determined that it is appropriate to honor S.A.-H. by designating Towne Commons Park aka Front Street Park aka Easy Street Park, Parcel No. 054-258866-00.000 as **Hope Park**, and;

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NEWARK, COUNTY OF LICKING, AND STATE OF OHIO, THAT:

Section 1: The Director of Public Service is hereby authorized and directed to proceed with all steps necessary to rename Towne Commons Park, Parcel No. 054-258866-00.000, as **Hope Park**

Section 2: This resolution shall become effective at the earliest time permitted in accordance with Article 4.07 of the Charter of the City of Newark, Ohio.

Passed this _____ day of _____ 2024.

PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL

DATE FILED WITH MAYOR: _____

DATE APPROVED BY MAYOR: _____

MAYOR

FORM APPROVED: _____
DIRECTOR OF LAW

RESOLUTION NO: 24 - 31

BY: _____

A RESOLUTION AUTHORIZING AND DIRECTING THE DIRECTOR OF PUBLIC SERVICE TO ACCEPT BIDS AND SELL CERTAIN SURPLUS PERSONAL PROPERTY NOW OWNED BY THE CITY OF NEWARK, OHIO, AND DECLARING THAT SUCH PROPERTY IS NO LONGER NEEDED FOR ANY MUNICIPAL PURPOSE, AND DECLARING AN EMERGENCY.

WHEREAS, The City of Newark, Ohio, currently owns various items of personal property which are either obsolete or no longer needed for any municipal purpose; and,

WHEREAS, The City of Newark desires to sell the subject property to the highest bidder pursuant to The Ohio Revised Code, Section 721.15; and,

WHEREAS, this matter was considered in regular session by the Service Committee who voted to refer the same to full Council for consideration.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NEWARK, COUNTY OF LICKING AND STATE OF OHIO, THAT:

Section 1: The Director of Public Service is hereby authorized to advertise and sell the items of personal property listed in the attached Exhibit "A" incorporated herein by reference.

Section 2: The sale shall take place Saturday, June 1, 2024. Advertisement of one time weekly for two consecutive weeks shall appear in a newspaper of general circulation in Newark, Ohio. The advertisement shall include any and all minimum bid conditions expected to be met prior to acceptance and shall include language indicating that the City of Newark may reject any and all bids if such minimum bid conditions are not satisfied or for any other reason determined by The Director of Public Service. The sale of such property shall be to the highest bidder.

Section 3: Council hereby declares the subject personal property listed in the attached Exhibit "A" as incorporated herein to be either obsolete or no longer be needed by the City of Newark, Ohio, for any municipal purpose.

Section 4: This Resolution shall take effect immediately as emergency legislation pursuant to Article 4.07 of the Charter of the City of Newark, Ohio.

Passed this _____ day of _____, 2024.

President of Council

Attest: _____
Clerk of Council

Date Filed with Mayor: _____

Date Approved by Mayor: _____

Mayor

Form Approved: _____
Director of Law

Prepared by the Department of Public Service.

EXHIBIT A

Impound #	Year	Make	Model	VIN #
23-618	2017	HONDA	CIVIC	19XFC2F59HE024347
23-6149	2003	FORD	CROWN VIC	2FAFP71W73X113103
23-14385	2005	BUICK	RENDEZVOUS	3G5DA03E65S500533
23-15017	2010	FORD	ESCAPE	1FMCU9D73AKB61344
23-15792	2002	PONTIAC	GRAND AM	1G2NW52E02M585253
23-15816	UNK	HOMEMADE	MINIBIKE	T09J0021010164503
23-16006	2008	FORD	ESCAPE	1FMCU93178KA87563
23-16174	2006	FORD	FOCUS	1FAHP34NX6W127274
23-16175	2010	HONDA	CRV	5J6RE4H50AL041237
23-16352	UNK	UNITED MOTORS	MOPED	UNKNOWN / REMOVED
23-16436	UNK	SUZUKI	ATV	UNKNOWN / REMOVED
23-16690	2005	DODGE	DURANGO	1D4HB58D55F518615
23-17066	1995	DODGE	INTREPID	2B3HD56T9SH667431
23-17068	2005	CHEVROLET	MALIBU	1G1ZT62805F265115
23-17356	2005	HYUNDAI	SONATA	KMHWF35H15A211665
23-17447	1981	YAMAHA	550 MOTORCYCLE	JYA5K5005BA012103
23-18731	2001	HONDA	CIVIC	1HGES267X1L054777
23-18891	2012	HONDA	CIVIC	2HGFG3B57CH529544
23-18946	2003	BUICK	LESABRE	1G4HP52K634116466
23-18986	2002	KAWASAKI	ZZR1200	JKAZX9C122A004974
23-19069	1997	FORD	E250	1FTFE24L4VHA90936
23-19088	2013	HONDA	ACCORD	1HGCR2F85DA110880
23-19157	2007	PONTIAC	G5	1G2AL15F277415440
23-19197	2004	CHEVROLET	CAVALIER	1G1JC12F447334282
23-19744	2002	HONDA	CBR600F4i	JH2PC35032M302692
23-20253	2017	HYUNDAI	TUSCON	KM8J23A43HU328918
23-20714	2003	HONDA	PILOT	2HKYF18493H611053
23-20847	2003	CHEVROLET	IMPALA	2G1WF52E139290878
23-20993	2008	HONDA	CIVIC	2HGFA16528H327377
23-21088	2020	HONDA	CIVIC	2HGFC2F8XLH522033
23-21114	1997	HONDA	ACCORD	1HGCD5609VA208984
23-21556	2006	CHRYSLER	SEBRING	1C3EL56R26N178735
23-21557	1989	HONDA	ATV	UNKNOWN / REMOVED
23-21860	2007	PONTIAC	G6	1G2ZH18N474238835

EXHIBIT A

23-22333	2021	TAOTAO	D125	L9NACFD37M1901077
23-22562	2015	CHEVROLET	EQUINOX	2GNALAEK5F6204702
23-22827	2000	CHEVROLET	CAMARO	2G1FP22K1Y2110476
23-23163	1999	HONDA	CBR600F4	JH2PC3503XM002514
23-23637	1999	SUZUKI	GSX-R600	JS1GN78AXX2100198
23-24046	1997	NISSAN	MAXIMA	JN1CA21D8VM526614
23-24139	2004	PONTIAC	GRAND AM	1G2HX52K24U237960
23-24205	2008	SUZUKI	GSX-650	JS1GP74A082101426
23-24343	2010	PONTIAC	VIBE	5Y2SP6E86AZ415942
23-24515	2007	SUZUKI	GSXR-600	JS1GN7DA172102394
23-24534	1996	GMC	YUKON	1GKEK13ROTJ752137
23-25136	2004	CHEVROLET	AVALANCHE	3GNEK12T44G142146
23-25151	2002	JAGUAR	S-TYPE	SAJDA03N32FM29950
23-25213	2022	HOMEMADE	TRAILER	UNKNOWN / REMOVED
23-25215	2003	YAMAHA	YFS-200 BLASTER	JY4AG02353C012508
23-25216	2010	TORO	ZERO TURN 74173	SERIAL NUMBER 990294
23-25262	2001	ACURA	TL	19UUA56751A010844
23-25387	2011	TRIUMPH	DAYTONA 675	SMTD00NS5BJ452083
23-25455	2004	HONDA	CIVIC	1HGES16664L009907
23-25657	2003	CHEVROLET	S10	1GCDT13X13K139487
23-25679	2002	HONDA	CRV	SHSRD78832U006385
23-26236	2017	UNKNOWN	MINIBIKE	A6M12BABCHLA07278
23-26273	2018	KIA	FORTE	3KPFK4A72JE231062
23-26295	2004	BUICK	REGAL	2G4WB52K341236485
23-26337	2011	LINGYU	MC-13L-150 SCOOTER	LJLTCKHJXB3D80078
23-26716	UNK	LONCIN	4-WHEELER ATV	UNKNOWN / REMOVED
23-27018	2020	HONDA	HRV	3CZR06H38LM701510
23-27235	UNK	COLEMAN	MINIBIKE	UNKNOWN / REMOVED
23-27523	2013	FORD	TAURUS	1FAHP2D89DG139282
23-27639	2006	YAMAHA	YZF-R6	JYARJ12E36A002987
23-27944	2008	HARLEY-DAVIDSON	ROCKER SOFTAIL	1HD1JK5138Y064804
23-28561	2005	CADILLAC	CTS	1G6DP567050100608
23-28626	2008	HYUNDAI	ELANTRA	KMH0U46DX8U342756
23-29326	2016	CHEVROLET	CRUZE	1G1PC5SH9G7206692
23-29341	2007	PONTIAC	G5	1G2AL15F377279030

EXHIBIT A

23-29917	2010	FORD	FUSION	3FAHP0JA4AR305062
23-29931	2009	DODGE	CALIBER	1B3HB28C39D168228
23-30548	2007	FORD	F150	1FTPW14527KC41081
23-30873	2001	BUICK	LESABRE	1G4HP54K01U269547
23-30888	UNK	JOHN DEERE	RIDING MOWER	UNKNOWN / REMOVED
23-31422	2006	PONTIAC	TORRENT	2CKDL73F366185364
23-31834	2005	HONDA	SHADOW	1HFSC18035A901431
23-32400	2001	CHEVROLET	ASTRO VAN	1GNDM19W31B153603
23-32551	2006	FORD	F150	1FTPX14546FB12988
23-32727	2002	HONDA	CRV	JHLRD78852C036138
23-34301	1995	HONDA	ACCORD	JHMCD5634SC062954
23-34725	2008	DODGE	AVENGER	1B3LC46K28N648718
23-35762	2007	FORD	FOCUS	1FAFP34N77W251107
23-35642	2014	FORD	FOCUS	1FADP3K28EL128527
23-35862	2011	KIA	SORENTO	5XYKUDA22BG103986
23-35894	2012	CHEVROLET	MALIBU	1G1ZB5E02CF223531
23-36036	1998	CHEVROLET	MALIBU	1G1ND52M0W6213519
23-36546	2014	JEEP	PATRIOT	1C4NJPBA1ED509984
23-36665	1997	DODGE	RAM 1500	1B7HC16Y7VS298992
24-52	2001	DODGE	RAM 1500	1B7HF16Y91S126481
24-187	1999	FORD	MUSTANG	1FAFP4041XF221586
24-583	2004	HONDA	PILOT	2HKYF18614H501116
24-821	2010	MAZDA	MAZDA 3	JM1BL1SG3A1260064
24-847	2001	JEEP	CHEROKEE	1J4FF48S51L625283
24-1423	2007	MERCURY	MOUNTAINEER	4M2EU37E77UJ14653
24-2478	2006	FORD	FOCUS	1FAFP34N96W153517
24-2906	1998	FORD	F150	1FTZF1723WNA55329
24-5401	2013	CHEVROLET	CRUZE	1G1PA5SH4E7290990
24-6094	2004	NISSAN	ALTIMA	1N4AL11D24C115485
24-7342	2002	VOLKSWAGEN	JETTA	3VWVH69M12M185924
24-7495	2011	CHEVROLET	CRUZE	1G1PC5SH7B7149112

RESOLUTION NO. 24-32 _____

BY: _____

A RESOLUTION AUTHORIZING AND DIRECTING THE DIRECTOR OF PUBLIC SERVICE OF THE CITY OF NEWARK, OHIO TO APPLY FOR, ACCEPT AND ENTER INTO A WATER SUPPLY REVOLVING LOAN ACCOUNT AGREEMENT ON BEHALF OF THE CITY OF NEWARK FOR PLANNING, DESIGN AND/OR CONSTRUCTION OF LEAD SERVICE LINE REPLACEMENT PROJECT #5 AND DESIGNATING A DEDICATED REPAYMENT SOURCE FOR THE LOAN.

WHEREAS, the City of Newark operates a Water Distribution System throughout the City; and,

WHEREAS, the distribution system has approximately 6,000 lead and/or galvanized water service lines; and,

WHEREAS, replacement of lead and galvanized service lines is a requirement of Ohio EPA in order to eliminate lead material and to maintain efficient and cost-effective operations of the system; and,

WHEREAS, the Ohio Water Supply Loan Fund requires the government authority to pass legislation for application of a loan and the execution of an agreement as well as designating a dedicated repayment source; and,

WHEREAS, the Public Service Committee of the Newark City Council met on April 1, 2024 and approved submission of the legislation for full council consideration.

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NEWARK, COUNTY OF LICKING, AND STATE OF OHIO, THAT:

Section 1: The Director of Public Service is hereby authorized and directed to apply for a WSRLA loan, sign all documents for and enter into a Water Supply Revolving Loan Account Agreement with the Ohio Environmental Protection Agency and the Ohio Water Development Authority for planning, design and/or construction of water facilities on behalf of the City of Newark, Ohio.

Section 2: That the dedicated source of repayment will be user charges.

Section 3: This resolution shall become effective at the earliest time permitted in accordance with Article 4.07 of the Charter of the City of Newark, Ohio.

Passed this _____ day of _____ 2024.

PRESIDENT OF COUNCIL

ATTEST:
 CLERK OF COUNCIL

DATE FILED WITH MAYOR: _____

DATE APPROVED BY MAYOR: _____

MAYOR

FORM APPROVED: _____

DIRECTOR OF LAW

Prepared by the Division of Water and Wastewater