

May 2, 2024

SERVICE COMMITTEE

May 6, 2024

*Committee and Council Meetings can be viewed by accessing YouTube or Facebook
Following Finance Committee*

Council Chambers

AGENDA

1. Consider **Resolution No. 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
2. Consider **Resolution No. 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
3. Consider **Resolution No. 24-44** A RESOLUTION AUTHORIZING AND DIRECTING THE DIRECTOR OF PUBLIC SERVICE TO NEGOTIATE AND ENTER INTO CONTRACT WITH MPW INDUSTRIAL SERVICES, INC., WITHOUT COMPETITIVE BIDDING FOR PRESSURE WASHING OF THE SIDEWALKS SURROUNDING THE DOWNTOWN SQUARE.
4. Consider **Resolution No. 24-46** A RESOLUTION APPROVING THE RENEWAL APPLICATION FOR PLACEMENT OF FARMLAND IN AN AGRICULTURAL DISTRICT AND DECLARING AN EMERGENCY.
5. Consider **Ordinance No. 24-17** AN ORDINANCE CHANGING THE ZONING CLASSIFICATION OF CERTAIN REAL PROPERTY, GENERALLY DESCRIBED AS 842 JEWETT AVENUE, CITY OF NEWARK, LICKING COUNTY, OHIO, PARCEL TAX ID #054-219432-00.000, 054-219468-00.000, 054-219486-00.000, 054-219402-00.000 AND 054-219408-00.000 FROM THAT OF SINGLE-FAMILY

RESIDENCE – RH-HIGH DENSITY ZONING DISTRICT TO GC – GENERAL
COMMERCIAL DISTRICT, ZONING CODE OF THE CITY OF NEWARK, OHIO.

6. Consider **Resolution No. 24-51** A RESOLUTION DETERMINING THAT A PETITION TO ESTABLISH THE NEWARK DOWNTOWN NEW COMMUNITY AUTHORITY IS SUFFICIENT AND COMPLIES WITH THE REQUIREMENTS OF SECTION 349.03 OF THE OHIO REVISED CODE IN FORM AND SUBSTANCE; SETTING THE TIME AND PLACE FOR A HEARING ON THE PETITION AND AUTHORIZING THE NOTICE BY PUBLICATION OF SUCH HEARING; AND DECLARING AN EMERGENCY.

7. **Brandon Fox** – Updates on Water and Wastewater projects.

8. Other items at the discretion of the Chair

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,

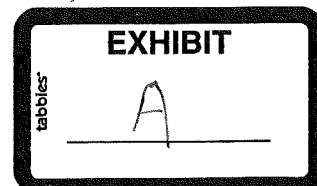
WHEREAS, the addition of a better drainage system will decrease water runoff in the area, avoiding potential property damage or injury; and,

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

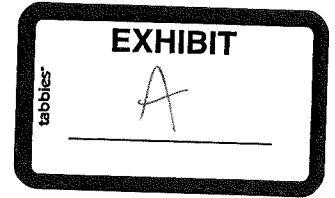
"Quality Service from the Ground Up"

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,

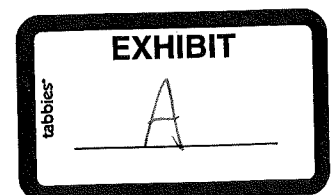
WHEREAS, the addition of a better drainage system will decrease water runoff in the area, avoiding potential property damage or injury; and,

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

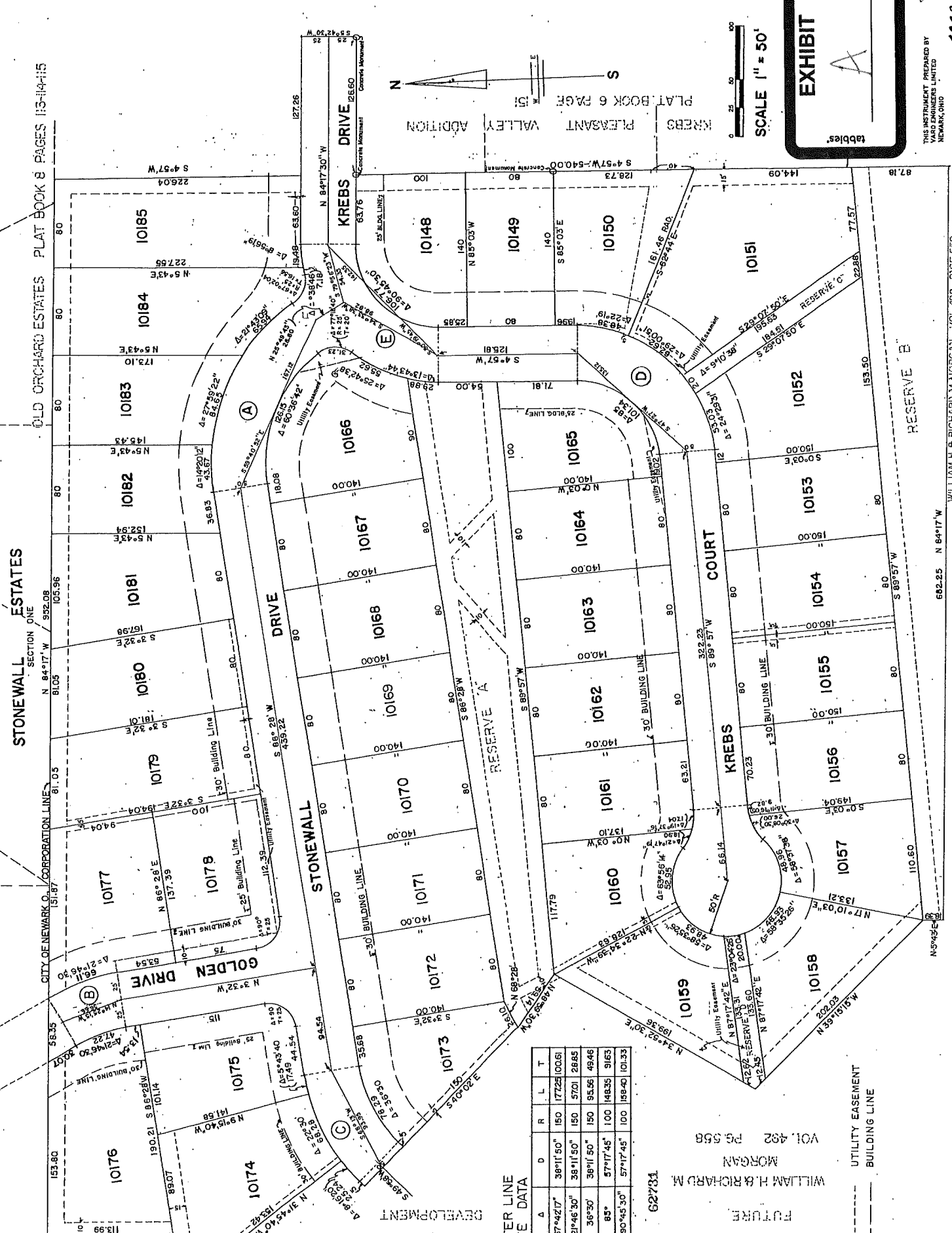
Date

PROPERTY OWNERS

Jason Dale Hottinger

Cheri Lynn Hottinger

Date



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

STONEWALL ESTATES SECTION ONE

KREBS PLEASANT VALLEY ADDITION



SCALE 1" = 50'

EXHIBIT

tabbles

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°	5717'45"	100	14835	9163
E	50°45'30"	5717'45"	100	15840	10133

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 28 DAY OF March, 1968.

WITNESS
Robert W. Kays
ARKAY HOMES INC.

BY *Wade Powers Jr.*
WADE POWERS JR. PRESIDENT
AND *Donald Robinson*
DONALD ROBINSON SEC. TREASURER

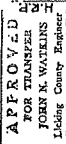
STATE OF OHIO
LICKING COUNTY, OHIO

BEFORE ME A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED WADE POWERS JR. AND DONALD ROBINSON AS PRESIDENT AND SECRETARY 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 28 DAY OF March, 1968



John N. Walstiens
NOTARY PUBLIC, LICKING COUNTY, OHIO
MY COMMISSION EXPIRES Sept. 14, 1975



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

George D. Bushman
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
George D. Bushman
CLERK/OF COUNCIL

THE LAND HEREON PLATTED TRANSFERRED, THIS 28 DAY OF March 1968
TOTAL ACREAGE 15.697 FEE 3.32

George D. Bushman
LICKING COUNTY AUDITOR

RECEIVED FOR RECORDING THIS 28 DAY OF March 1968 AT 5:40 AND RECORDED THE 29 DAY OF March 1968 IN PLAT BOOK 9 PAGES 71-72-73 WITH RESTRICTIONS ATTACHED.
PLAT FEE \$ 3.64
RESTRICTIONS FEE \$ 1.00
TOTAL FEE \$ 4.64

62731

Robert E. Wilson
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 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

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 hereinafter dedicated to Public use and are hereby dedicated for use as such. Easements are shown and given where indicated on the plot for Public Utility purposes above and beneath the Streets and Roads.

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, hereunto affixed our hands, and the seal of the Corporation, signed and acknowledged in the presence of:

Richard E. Price President
William R. Johnson 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.

Richard E. Price
 Notary Public, Licking County, Ohio
 My commission expires on 2/25/1965 1965.

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

A. R. 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.

John H. Smith
 Licking County Engineer.

The County Commissioners of Licking County, Ohio hereby approve this plot as dedicated this 23rd day of Sept 1962.

Robert H. Jones
 Licking County Commissioners

The land hereon platted, has been transferred this 23rd day of September 1962.
 Total Acres 3.51
 Auditing Fee 3.00

David E. Coffman
 Licking County Auditor

The above plot and attached restrictions were received for recording this 23rd day of September 1962 in Book 52 page 175 of the Licking County Records.

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 plot and that said plot is correct.

Iron pins are placed of all lot corners and curve points.

A. R. JONES & 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 September 1962.

William R. Johnson
 City of Newark Planning Commission Secretary

This instrument prepared by: Allen R. Jones

OLD ORCHARD ESTATES

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



The building set back and Utility Easements shall be set forth in the attached restrictions. William R. Johnson, Secretary of Newark Planning Commission. Vol. 535 Page 175 of the Licking County Records.

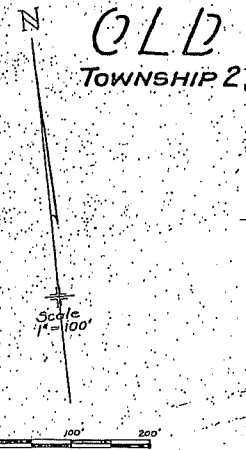
Fulton-Price, Inc., an Ohio Corporation, by its officers duly authorized herein, have caused the within delineated lands to be surveyed, laid out and platted as herein shown, and said corporation as the owners thereof does hereby dedicate to public use forever the Streets as designated and shown on said 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.

L. James Fisher
Berge D. Lee

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



OLD
TOWNSHIP 2,

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 Fisher
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. 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

26230

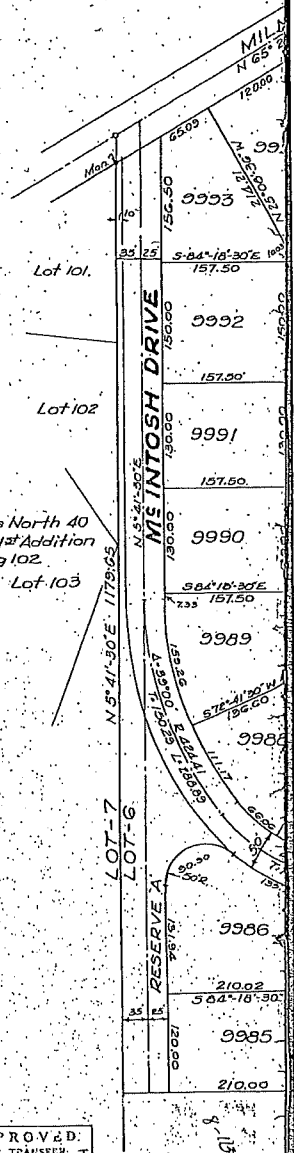
The above plat and attached restrictions were received for recording this 28th day of September, 1964, in Plat Book Vol. 8, Pages 113, 114 & 115

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

Quail E. Coffman
Licking County Auditor

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

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

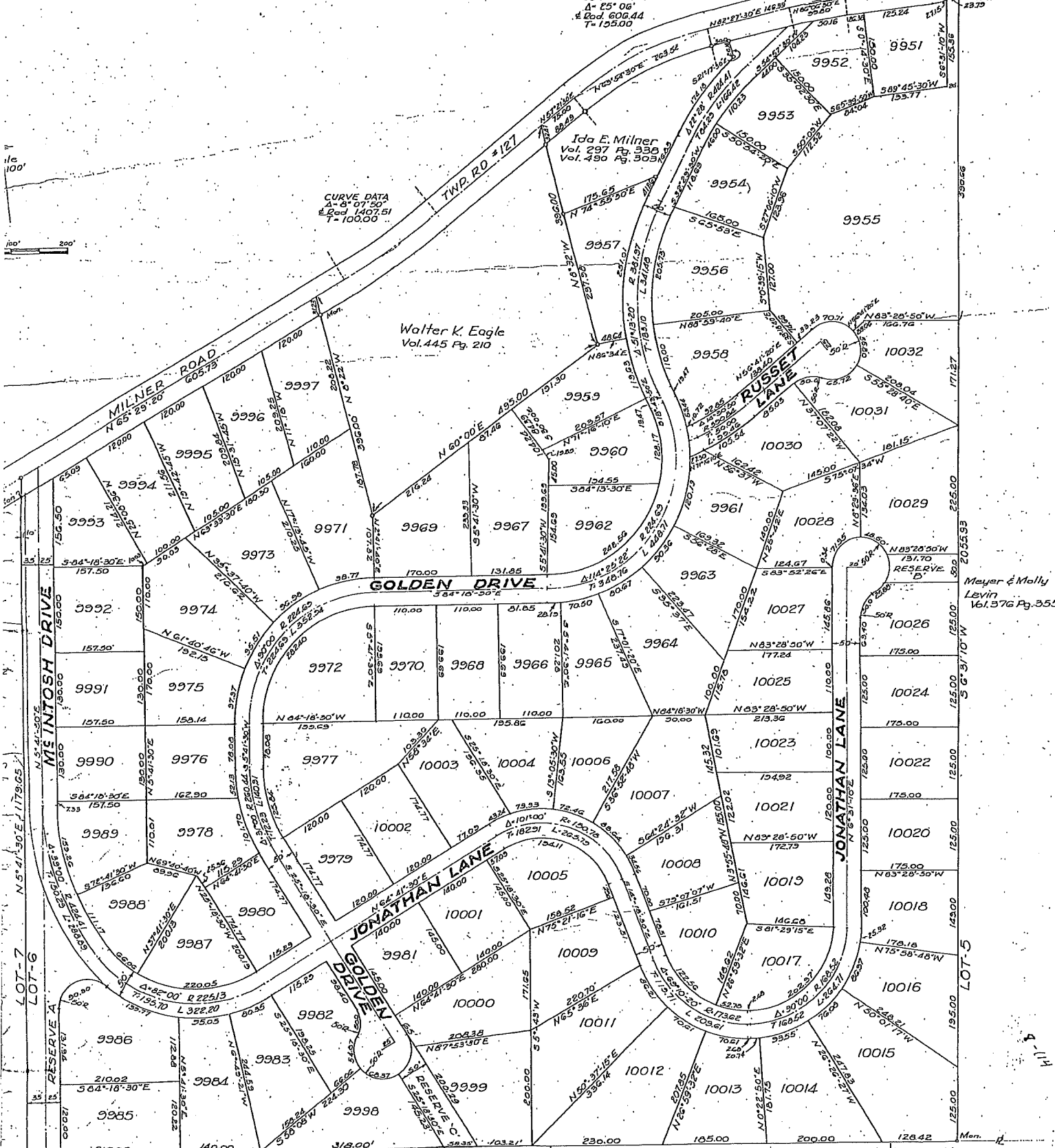
SEE INST # 199811030042060

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

RESTRICTIONS APPLICABLE TO OLD ORCHARD ESTATES A SUBDIVISION IN THE TOWNSHIP OF NEWARK, LICKING COUNTY, OHIO

ARTICLE I.

The following covenants, agreements, conditions, provisions, easements, restrictions and charges have been adopted by Fulton Price, Inc., in pursuance of a general plan for the better and uniform improvement and benefit of all the property described in said Old Orchard Estates a Subdivision in the Township of Newark, Licking County, Ohio, and for the benefit of the owners of the lots therein, and shall be binding on all owners of any part thereof. The words "restriction" and "restrictions" as used hereinafter shall be held to include and mean the covenants, agreements, conditions, provisions, easements, restrictions and charges herein set forth. Fulton Price, Inc., and its assigns, shall have the right to construct and maintain these restrictions, and shall have the right to enforce them and to bring suit therefor. The restrictions shall be binding on all owners of any part thereof. The words "restriction" and "restrictions" as used hereinafter shall be held to include and mean the covenants, agreements, conditions, provisions, easements, restrictions and charges herein set forth. Fulton Price, Inc., and its assigns, shall have the right to construct and maintain these restrictions, and shall have the right to enforce them and to bring suit therefor. The restrictions shall be binding on all owners of any part thereof.

ARTICLE II. Easements

All of the articles of these restrictions shall apply to all lots except that none of the articles of these restrictions shall apply to Lot No. 995 of any time within said lot or any portion thereof is owned in whole or in part by Fulton Price, Inc., or its assigns, or by any person or persons who shall acquire the title to said lot or any portion thereof by descent, devise, gift, or otherwise. The articles of these restrictions shall apply to Lots Nos. 994, 996, and 997, as shown on the plat of said subdivision.

ARTICLE VII. Easements

The easements and rights of way hereinafter expressly reserved by Fulton Price, Inc., or its assigns, upon and over a strip of ground ten (10) feet in width, on each side of each lot line that is not contiguous to any street, for the following purposes: For the purpose of installing and maintaining overhead and underground utility lines, including electric, gas, telephone, and water lines, and for the construction and maintenance of storm water drains, drainage ditches, culverts, land drains, public and private sewers, pipelines for supplying gas, water, and other utilities, and for the purpose of performing or in any method on or beneath the surface of the ground.

ARTICLE VIII. Right to Enter

The restrictions herein contained shall remain with and bind the land and shall inure to the benefit of and be enforceable by Fulton Price, Inc., or its assigns, or the present or future owner or owners of any land included in said tract, and failure by Fulton Price, Inc., or any landowner, however, long continued, to object to any violation of the restrictions herein contained shall be held to constitute a waiver of the right to do so thereafter as to the same branch or as to one occurring prior or subsequent thereto.

ARTICLE IX. Duration of Restrictions

All the restrictions contained herein shall continue in force until the first day of January, 2000, and shall be extended for a period of 25 years, from that date and thereafter for successive periods of 25 years unless prior to said first day of January, 2000, and prior to the expiration of such extension, appropriate amendments shall be filed for record and signed, executed and acknowledged by Fulton Price, Inc., or its assigns, and the owners of a majority of the lots in said addition.

ARTICLE X. Drainage

No obstructions shall be placed in any of the drainage ditches, now or hereafter constructed in said addition provided that driveways may be constructed across a drainage ditch if a culvert pipe not less than twenty (20) feet in length with such diameter as shall be designated by Fulton Price, Inc., its successors or assigns, shall be placed beneath said driveway to permit the flow of water there through.

ARTICLE XI. Right to Modify

The right that is hereby expressly reserved to amend, alter, change, enlarge and modify any of the restrictions herein contained by an instrument

any time while said lots or any portion thereof are owned in whole or in part by either Byron E. Price or Margaret S. Price. Upon the termination of the generally set forth in the next preceding sentence, then such lot or lots shall be held to be subject to the provisions of these restrictions, provided, however, that said articles shall not apply to any lot or lots which, under any condition or use of said lot existing upon such termination of ownership as provided in these articles of restrictions, if said use of said lot exists upon the termination of ownership.

ARTICLE III. Nuisances

There shall not be erected, constructed, suffered, permitted, used, operated, or maintained on said tract any nuisance of any character, shall at any time be erected, constructed, suffered, permitted, used, operated, or maintained on any of said premises, such nuisance shall be forthwith discontinued, and the owner of any such premises shall be held liable for the same. No person shall be permitted to erect, construct, suffer, permit, use, operate, or maintain any nuisance on any of said premises, such nuisance shall be forthwith discontinued, and the owner of any such premises shall be held liable for the same. No person shall be permitted to erect, construct, suffer, permit, use, operate, or maintain any nuisance on any of said premises, such nuisance shall be forthwith discontinued, and the owner of any such premises shall be held liable for the same.

ARTICLE IV. Use of Land

All of the land included in said tract, except as herein otherwise provided, shall be used for residential purposes only, and shall not be used for any other purpose, and no building shall be erected thereon, and no structure shall be placed thereon, and no other use shall be made of the same, except as herein otherwise provided.

In writing signed and acknowledged by Fulton Price, Inc., its successors, and assigns, and the owners of a majority of the lots in said addition, shall be filed for record with the Recorder of Licking County, Ohio, and shall be binding on all owners of any part thereof.

ARTICLE XII. Power of Appointment

The said Fulton Price, Inc., shall have the right to assign its duties and rights hereunder, and especially the lots in said addition, to any person or persons of its choosing, without the consent of any other owner or owners of any said tract. Such assignment may be in writing, which shall be duly recorded in the office of the Recorder of Licking County, Ohio. In the event of the failure of the said Fulton Price, Inc., to execute a valid assignment of the duties and rights herein provided, the duties and rights herein provided shall be deemed to have been assigned to the Recorder of Licking County, Ohio, upon application by any of the owners of any tract of said subdivision.

ARTICLE XIII. Reserves

Reserves A, B and C as designated on the Plat of this Addition are reserved for possible future dedication for street purposes. If dedicated and conveyed to the Recorder of Licking County, Ohio, the terms of any one or more of said reserves upon the plat of this Addition shall be deemed to have been assigned to the Recorder of Licking County, Ohio, upon application by any of the owners of any tract of said subdivision.

erecting thereon shall be used for private residence purposes only. No building or structure shall be erected or constructed on any lot or lots except as herein provided, and no building or structure shall be erected or constructed thereon except dwelling houses, and only if such building or structure shall be erected or constructed for the use of a single family, and no building or structure shall be erected or constructed thereon except as herein provided, and no building or structure shall be erected or constructed thereon except as herein provided.

ARTICLE V. Building Plans

No building or structure shall be erected or constructed on any lot or lots until the plans, specifications for and location of such building or structure shall have been submitted to and approved in writing by Fulton Price, Inc., or its assigns, and no building or structure shall be erected or constructed thereon until the plans, specifications for and location of such building or structure shall have been submitted to and approved in writing by Fulton Price, Inc., or its assigns.



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

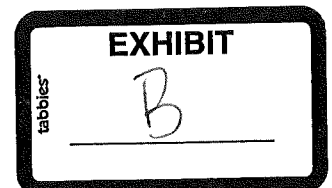
EXCLUSIONS:

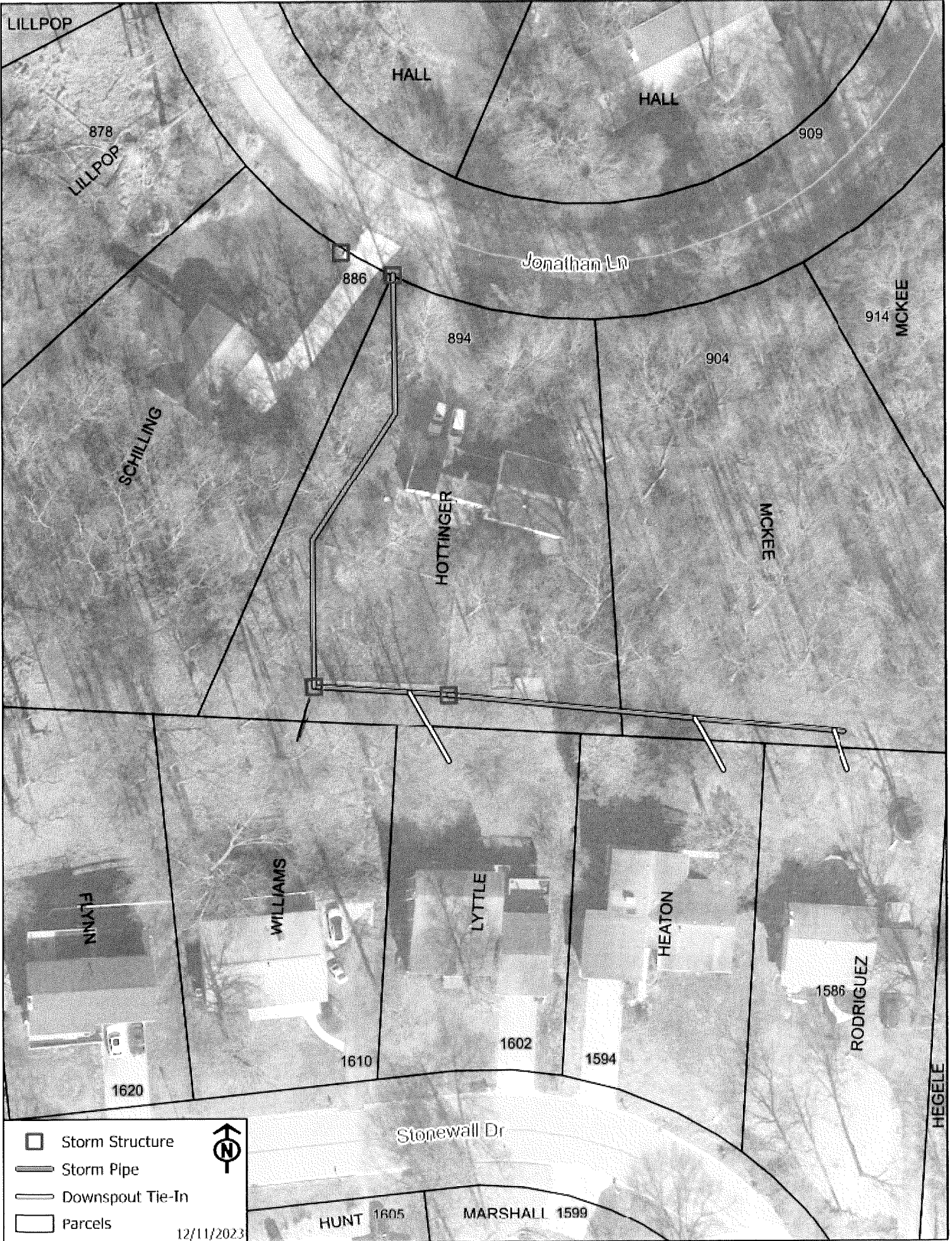
- Permits & Fees
- Soils Engineering & Testing
- Unsuitable Soils Removal & Replacement
- Tree Removal
- Damage/Replacement of Fencing
- Damage/Replacement of Driveways
- Existing Structures Condition
- Relocation and/or Removal of Existing Utilities (unless otherwise noted above)
- Soils Imported or 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,

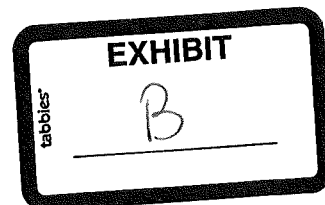
WHEREAS, it is the City's desire, in order to promote goodwill with its citizens and for the safety of the community, to assist in repairing the drainage concerns; and,

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.
2. **COSTS AND MAINTENANCE.** The City has agreed to contribute a total sum of \$36,475.00 to the initial construction for the project. 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 Owner 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.
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 Owner at _____.
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.
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 Owner.
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 OWNER

Property Owner Name

Signature

Date

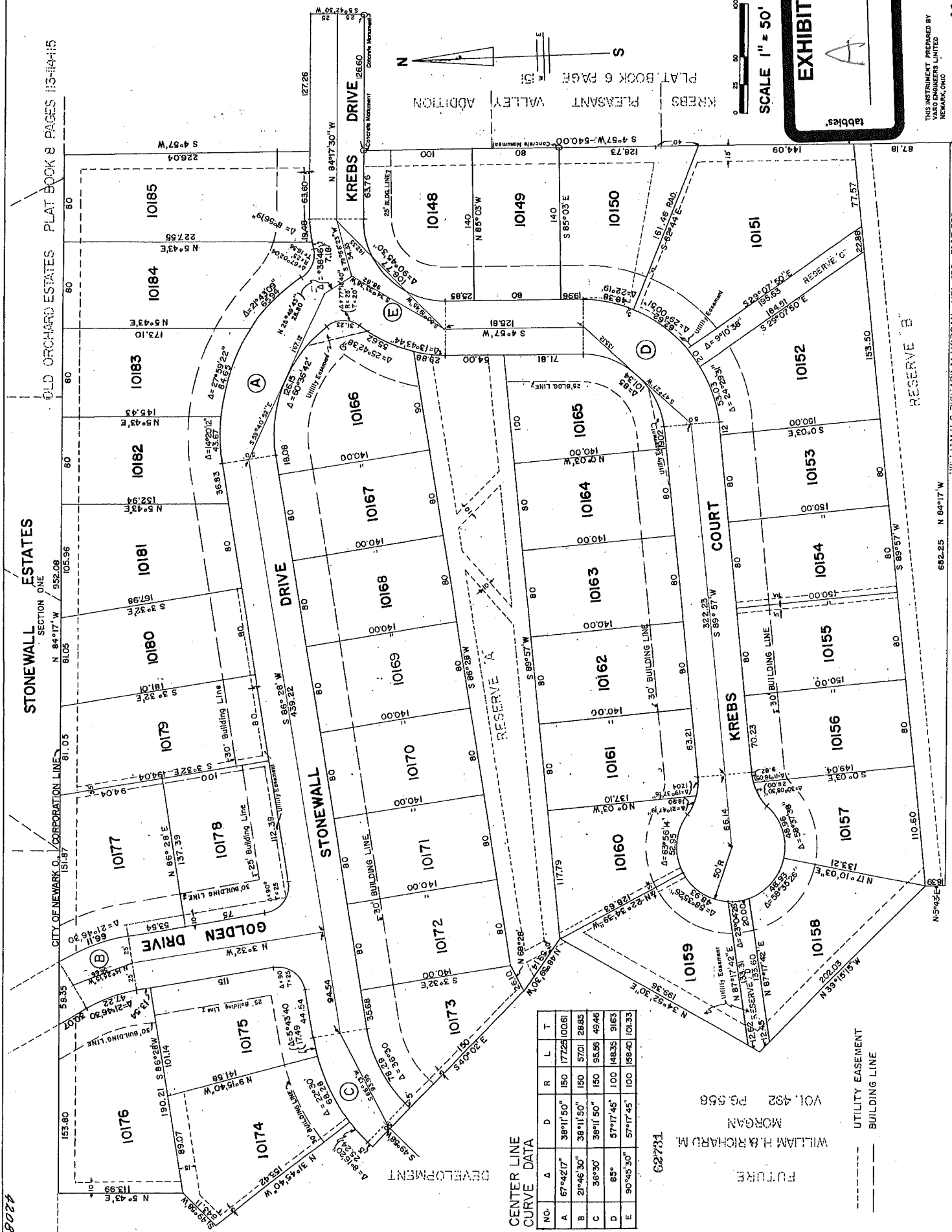
Property Owner Name

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	2885
C	36°30'	381'11.50"	150	9535	4946
D	85°	571'17.45"	100	14835	9163
E	90°43'30"	571'17.45"	100	15840	10133

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

UTILITY EASEMENT
 BUILDING LINE

EXHIBIT



SCALE 1" = 50'

THIS INSTRUMENT PREPARED BY VARIO ENGINEERS LIMITED NEWARK, N.J.

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

682.55 N 64°17' W

RESERVE B

RESERVE C

RESERVE D

RESERVE E

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. Haudsdorff
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

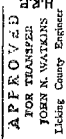
NOTES

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



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 07-15-1972.

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

Walter K. Eagle
 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.

Robert A. Jones
 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 22.25
 Auditing Fee \$300.00

Paul E. Coffman
 Licking County Auditor
 The above plot and attached restrictions were received for recording this 23rd day of September, 1967. Fee \$14.00. Book 100, Page 174.

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. Jones & Associates, Consulting Engineers, Newark, O.
Robert E. 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 E. Jones
 City of Newark Planning Commission Secretary

This instrument prepared by: Robert E. Jones

OLD ORCHARD ESTATES

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



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

William S. Richard, Registrar
 161.452 P. 500

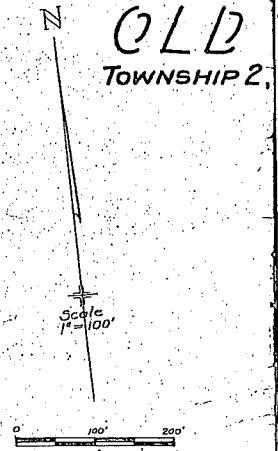
Fulton-Price, Inc., an Ohio Corporation, by its officers duly authorized herein, have caused the within delineated lands to be surveyed, laid out and platted as herein shown, and said corporation as the owners thereof does hereby dedicate to public use forever the Streets as designated and shown on said 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. 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 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

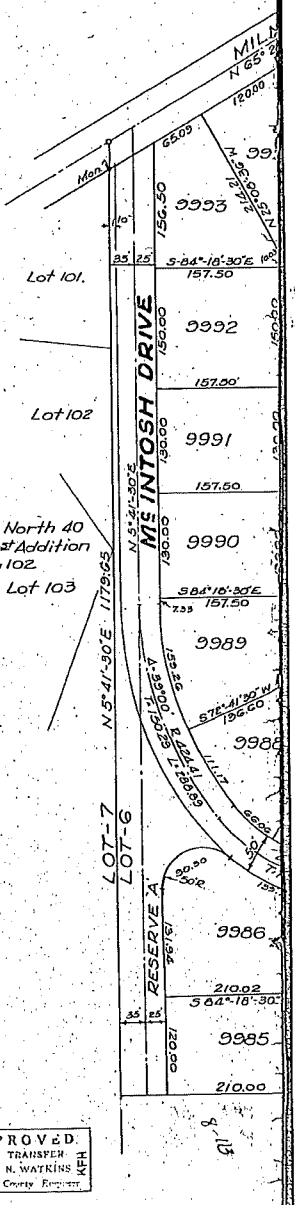
We do hereby certify, that we have surveyed the above premises, prepared the foregoing plat and that said plat is correct.
 Iron pins are placed at all lot corners and curve points.

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



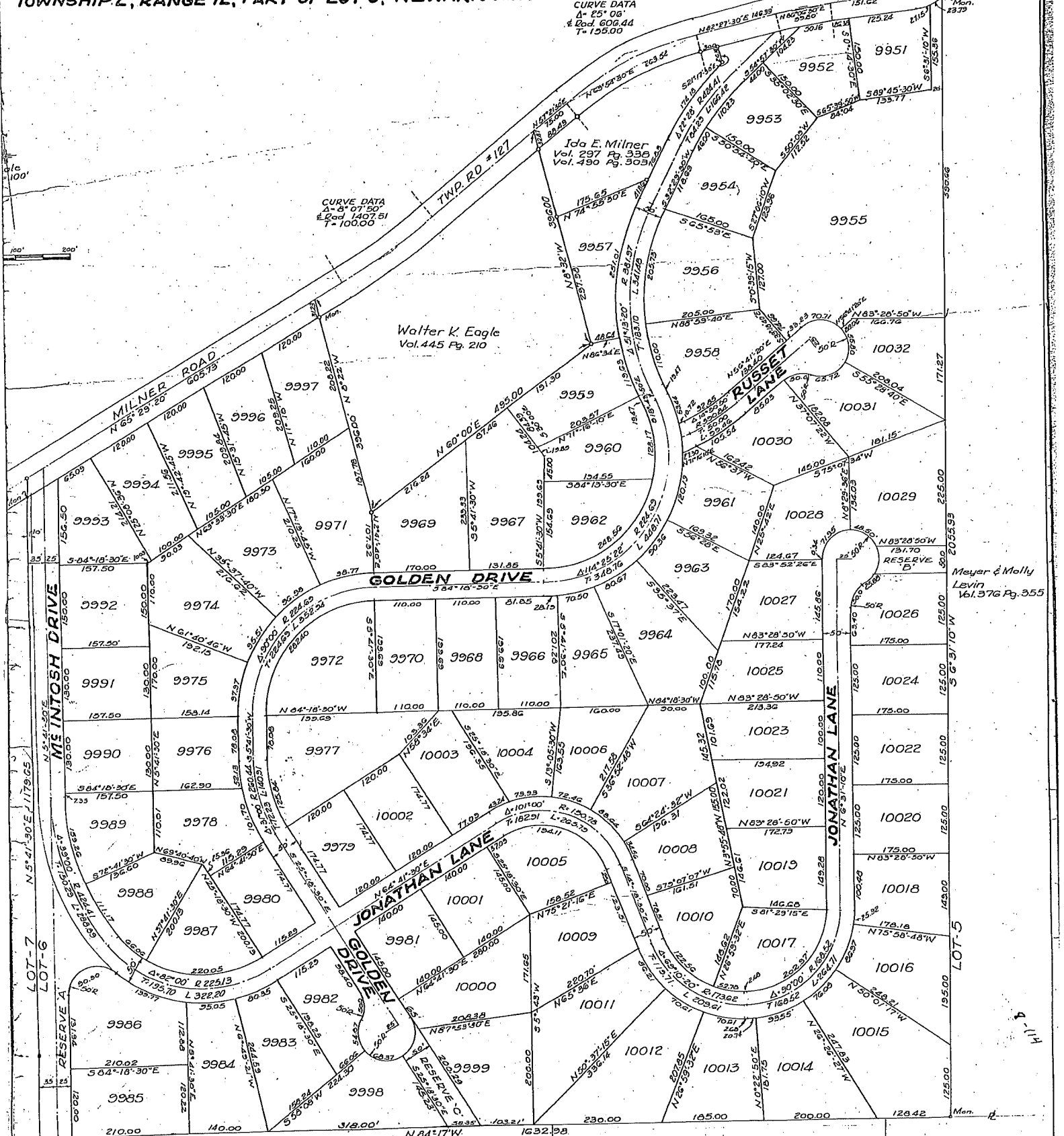
For Modification of Restrictions
 See Deed record Vol 648 Pg 353
 SEE INST # 199811030042060

APPROVED
 FOR TRANSFER
 JOHN N. WATKINS
 Licking County Engineer

This instrument prepared by: Alon R. Johes

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. 559

William H. & Richard M. Morgan
Vol. 492 Pg. 559

Krebs Pleasant Valley
Addition Bk. 6 pg. 151



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

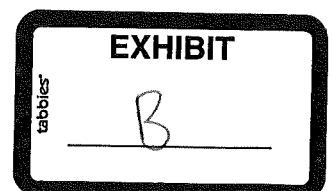
EXCLUSIONS:

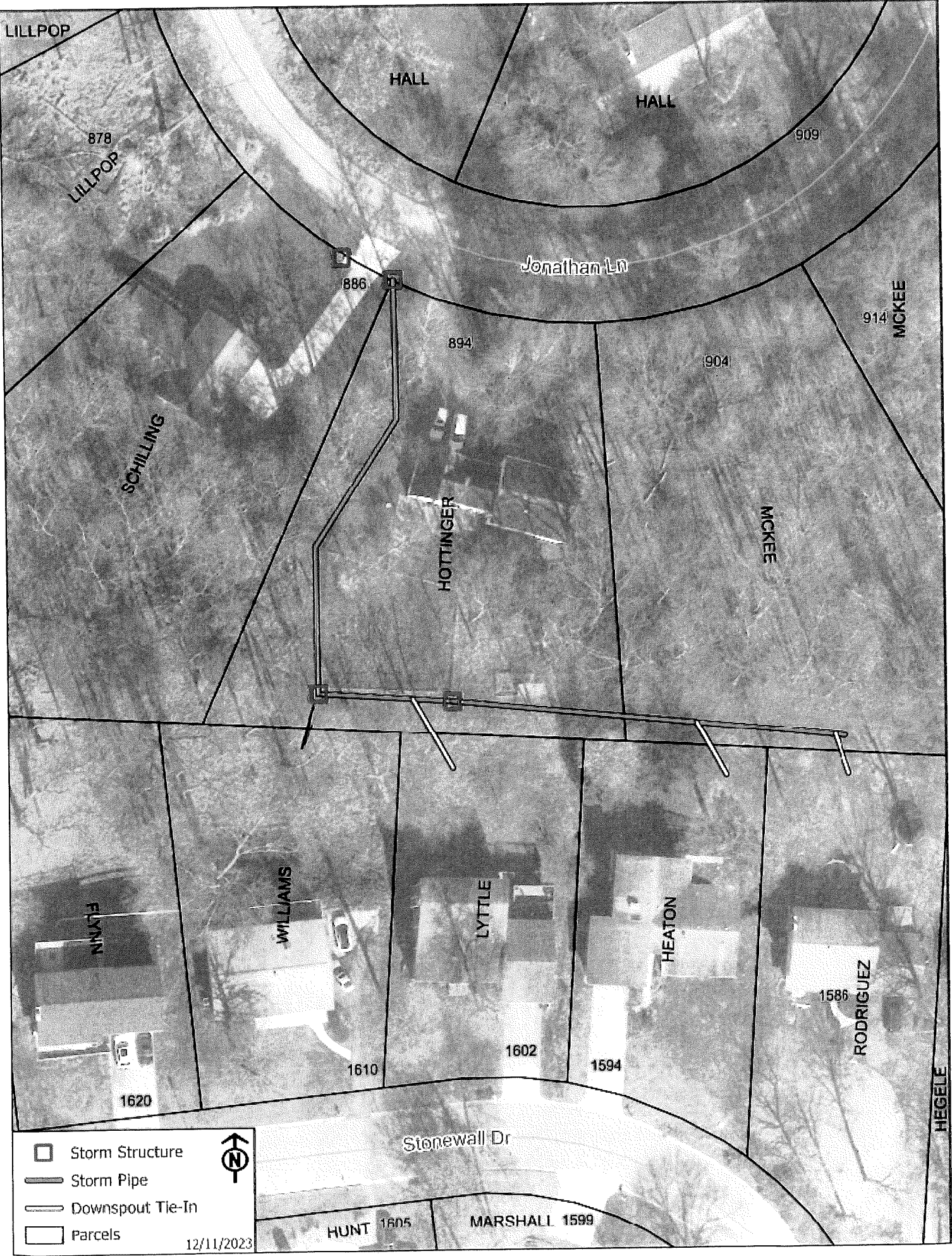
- Permits & Fees
- Soils Engineering & Testing
- Unsuitable Soils Removal & Replacement
- Tree Removal
- Damage/Replacement of Fencing
- Damage/Replacement of Driveways
- Existing Structures Condition
- Relocation and/or Removal of Existing Utilities (unless otherwise noted above)
- Soils Imported or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

RESOLUTION NO: 24-44

BY: _____

A RESOLUTION AUTHORIZING AND DIRECTING THE DIRECTOR OF PUBLIC SERVICE TO NEGOTIATE AND ENTER INTO CONTRACT WITH MPW INDUSTRIAL SERVICES, INC., WITHOUT COMPETITIVE BIDDING FOR PRESSURE WASHING OF THE SIDEWALKS SURROUNDING THE DOWNTOWN SQUARE

WHEREAS, the sidewalks surrounding the downtown square which consist of concrete and brick pavers, require power washing in order to prevent costly repairs and preserve the aesthetic appeal of the courthouse and surrounding areas; and

WHEREAS, the City wishes to enter into contract with MPW Industrial Services, Inc. for sidewalk pressure washing based on their reputation of providing excellent service to their customers and having the knowledge and skill to safely clean the property and avoid damage to the concrete and brick pavers; and,

WHEREAS, Section 10.02(C) of the Charter of the City of Newark allows Council to waive competitive bidding by a vote of six (6) Council members if the statutory or common law of the State of Ohio does not require competitive bidding and if it is in the best interest of the City; and,

WHEREAS, while the cost of the contract exceeds the bidding threshold under the City Charter, it does fall below the competitive bidding threshold for the State of Ohio thereby allowing Council to waive the bidding requirement if so desired; and,

WHEREAS, it is requested that competitive bidding be waived and that the City, through the Director of Public Service, be permitted to negotiate and enter into contract with MPW Industrial Services, Inc., for sidewalk pressure washing for the downtown square; 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: It is in the best interest of the City that competitive bidding not be required and the same is hereby waived pursuant to Article 10.02(C) of the Charter of the City of Newark, Ohio. The Director of Public Service is hereby authorized and directed to negotiate and enter directly into contract with

MPW Industrial Services, Inc., for sidewalk pressure washing for the downtown square.

Section 2: This Resolution shall become effective upon the earliest date 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

RESOLUTION NO: 24-46

BY _____

A RESOLUTION APPROVING THE RENEWAL APPLICATION FOR PLACEMENT OF FARMLAND IN AN AGRICULTURAL DISTRICT AND DECLARING AN EMERGENCY.

WHEREAS, the City of Newark, Ohio is a municipal corporation duly authorized and operating under the Newark City Charter and the laws of the State of Ohio; and,

WHEREAS, Watson Co. LLC are the owners of real property located at 7868 Licking Springs Road, Newark, Ohio, being known as parcel number 088-296964-00.002 and parcel number 054-305670-00.000, all or a portion of which is situated within the boundaries of the City of Newark, Ohio; and,

WHEREAS, Watson Co. LLC, has submitted a renewal application with the Licking County Auditor's Office for continued placement of such property in an agricultural district; and,

WHEREAS, Ohio Revised Code § 929.02 requires a legislative body of a municipal corporation to conduct a public hearing on applications for placement of farmland in an agricultural district or renewals of said applications within 30 days of said applications receipt when such land is located within a municipal corporation's boundaries and to act upon such application within seven (7) days thereafter; and,

WHEREAS, the Clerk of the City of Newark's legislative body, the Newark City Council, received the application for placement of farmland in an agricultural district on April 29, 2024, and a public hearing on such renewal application shall be conducted on _____, 2024.

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

WHEREAS, this Resolution is hereby deemed an emergency pursuant to Charter Article 4.06 in that it is necessary for the immediate preservation of the public peace, health, safety, or welfare due to statutorily imposed deadlines for action by this Council.

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

Section One: The Newark City Council has considered Watson Co LLC's renewal application for placement of farmland in an agricultural district attached hereto and finds it to be satisfactory and hereby approves the same.

Section Two: The Clerk of the Newark City Council is hereby directed to timely submit notification of this action to all necessary parties as required by Ohio Revised Code § 929.02.

Section Three: This Resolution shall take effect immediately as an emergency pursuant to Newark City Charter Article 4.07.

Passed this _____ day of _____, 2024.

PRESIDENT

ATTEST: _____
CLERK OF COUNCIL

DATE FILED WITH MAYOR: _____

DATE APPROVED BY MAYOR: _____

MAYOR

Approved as to Form: _____
Director of Law

Prepared by the Law Director's Office

**APPLICATION FOR PLACEMENT OF FARMLAND
IN AN AGRICULTURAL DISTRICT**

R.C. Section 929.02

(SEE REVERSE SIDE FOR INSTRUCTIONS BEFORE COMPLETING APPLICATION)

New Application
Renewal Application

A. Owner's Name: WATSONCO LLC

Owner's Address: PO BOX 425 NEWARK OH 43058-0425

Description of land as shown on property tax statement: _____

Location of Property _____ Street or Road _____ Licking County

TAX DISTRICT(S)	PARCEL NUMBER(S)	# OF ACRES
NEWARK CITY-NORTH FORK LSD	088-296964-00.002	84.7600
NEWTON TWP-NEWARK-NFRK LSD	079-296964-00.003	5.2900
NEWTON TWP-NEWARK-NFRK LSD	079-296964-00.000	7.6500
NEWTON TWP-NEWARK-NFRK LSD	079-295812-00.000	34.2500
NEWARK CITY-NEWARK CSD	054-305670-00.000	42.7100
TOTAL # OF ACRES:		174.6600

B. Does any of the land lie within a municipal corporation limit? Yes No
If YES, REMEMBER a copy of this application must be submitted to the Clerk of the municipal legislative body.

C. Is the land presently being taxed at its current agricultural use valuation under Section 5713.31 of the Ohio Revised Code? Yes No
If "NO" show the following evidence of land use:

	Last Year # of Acres	2 Years Ago # of Acres	3 Years Ago # of Acres
Cropland	174.66	174.66	174.66
Permanent Pasture used for animal husbandry			
Woodland devoted to commercial timber & nursery stock			
Land Retirement Program pursuant to an agreement with a federal agency			
Conservation Program pursuant to an agreement with a federal agency			
Building Areas devoted to agricultural production			
Roads, building areas, and all other non agricultural areas			
Total Acres			

D. Does the land for which the application is being made total 10 acres or more devoted exclusively to agricultural production or devoted to and qualified for payments or other compensation under a land retirement or conservation program under an agreement with an agency of the federal government: Yes No

- If "NO", complete the following:
1. Attach evidence of the gross income for each of the past three (3) years, or
 2. If the owner anticipates that the land will produce an annual gross income of twenty-five hundred Dollars or more, evidence must be attached showing the anticipated gross income.

By signing this application I authorize the county auditor or his duly appointed agent to inspect the property described above to verify the accuracy of this application. I declare this application (including accompanying exhibits) has been examined by me and to the best of my knowledge and belief is a true, accurate and correct report.

Signature of Owner: [Signature] Date: 3-16-23

BELOW THIS LINE FOR OFFICIAL USE ONLY

Date filed with County Auditor: _____

County Auditor's Signature: _____

Date Filed (if required) with Clerk of Municipal Corporation: _____

Clerk's Signature: _____

Action of legislative body of Municipal Corporation

Application Approved _____, Approved with Modifications _____, * Rejected _____*

Date of Legislative Action _____, Clerk's Signature _____

*If modified or rejected, attach reason for modification or rejection

RECEIVED

MAR - 8 2023

Michael L. Smith, Auditor
Licking Co., Ohio

BY: _____

AN ORDINANCE CHANGING THE ZONING CLASSIFICATION OF CERTAIN REAL PROPERTY, GENERALLY DESCRIBED AS 842 JEWETT AVENUE, CITY OF NEWARK, LICKING COUNTY, OHIO, PARCEL TAX ID #054-219432-00.000, 054-219468-00.000, 054-219486-00.000, 054-219402-00.000 AND 054-219408-00.000 FROM THAT OF SINGLE-FAMILY RESIDENCE – RH-HIGH DENSITY ZONING DISTRICT TO GC – GENERAL COMMERCIAL DISTRICT, ZONING CODE OF THE CITY OF NEWARK, OHIO.

WHEREAS, an application for zoning classification has been filed with Council; and

WHEREAS, pursuant to Article 4.12 of the Charter of the City of Newark, Ohio, this ordinance shall be referred to the Planning Commission immediately after its first reading; and

WHEREAS, the Planning Commission shall hold a public hearing upon such application and the Clerk of Council shall cause notice of such hearing to be publicized one time at least seven (7) days prior to the date of such public hearing; and

WHEREAS, upon the return of the ordinance to Council by the Planning Commission, council shall cause a second reading to be made of this ordinance and shall take such action as is appropriate pursuant to Article 4.12 of the Charter of the City of Newark, Ohio.

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

Section 1: The zoning map as established by Ordinance 08-33 (A) is hereby revised by changing the zoning classification for the following described property from SINGLE-FAMILY RESIDENCE – RH-HIGH DENSITY ZONING DISTRICT TO GC – GENERAL COMMERCIAL DISTRICT, Zoning Code of the City of Newark.

SEE EXHIBIT “A” FOR LEGAL DESCRIPTION

Section 2: Pursuant to Article 4.12(C) of the Charter of the City of Newark, Ohio, a vote of at least six (6) members shall be necessary to adopt or defeat the ordinance in the event the Planning Commission has recommended approval or has made no recommendation. An affirmative vote of at least seven (7) Council members shall be necessary to adopt a zoning ordinance that the Planning Commission has recommended against approval.

Section 3: The Newark Planning Commission is hereby authorized and directed to make the change described herein on the aforementioned zoning map.

Section 4: This ordinance shall become effective at the earliest time permitted by Section 4.07 of the Charter of the City of Newark, Ohio.

Passed this _____ day of _____, 20____.

PRESIDENT OF COUNCIL

ATTEST: _____
Clerk of Council

DATE FILED WITH MAYOR: _____

DATE APPROVED BY MAYOR: _____

MAYOR

FORM APPROVED: _____
Director of Law

DESCRIPTION APPROVED: _____
Brian Morehead, Engineer

Prepared by the Office of the Director of Law

NOTICE OF HEARING

Notice is hereby given that the Newark City Council shall at a later date to be determined and announced hereafter, take action upon Ordinance No. _____. Said Ordinance accepts a proposed amendment to the Zoning Map attached to Ordinance 08-33 (A) which would allow the change of zoning classification of certain real property, generally described as 842 Jewett Avenue, , City of Newark, Licking County, Ohio, Parcel Tax Id #054-219432-00.000, 054-219468-00.000, 054-219486-00.000, 054-219402-00.000 AND 054-219408-00.000. The amendment would change the zoning of the property from Single-family Residence RH-High Density Zoning District to GC - General Commercial District, Zoning Code of the City of Newark, Ohio.

The text or a copy of the text of such Ordinance, together with a copy of Ordinance 08-33 (A) and the Zoning Map attached thereto, and the maps, plans, and reports submitted by the Newark Planning Commission relative to said zoning are on file, for public examination, in the office of the Clerk of Newark City Council, 40 West Main Street, Newark, Ohio.

Notice is further given that a public hearing on said Ordinance shall be held before the Newark City Council during the meeting of Council which begins at 7:00 p.m. on _____, at which time and place any interested person may be heard.

BY ORDER OF THE CITY COUNCIL OF NEWARK, OHIO.

Amy Vensel
Clerk of Council

TO THE ADVOCATE

Please publish the foregoing Notice of Hearing one day only, to wit: on _____.

Amy Vensel
Clerk of Council

RESOLUTION NO: 24-51

BY: _____

A RESOLUTION DETERMINING THAT A PETITION TO ESTABLISH THE NEWARK DOWNTOWN NEW COMMUNITY AUTHORITY IS SUFFICIENT AND COMPLIES WITH THE REQUIREMENTS OF SECTION 349.03 OF THE OHIO REVISED CODE IN FORM AND SUBSTANCE; SETTING THE TIME AND PLACE FOR A HEARING ON THE PETITION AND AUTHORIZING THE NOTICE BY PUBLICATION OF SUCH HEARING; AND DECLARING AN EMERGENCY.

WHEREAS, the City of Newark, Ohio, in its capacity as a “developer” within the meaning of Revised Code Section 349.01(E) (the “City”) plans to establish a new community development program for the purposes of encouraging and supporting well-balanced and diversified land use patterns within the territory of the City, including facilities for the conduct of industrial, commercial, residential, cultural, educational, and recreational activities, all as described in Revised Code Chapter 349; and

WHEREAS, on May 16, 2024 the City, in its capacity as a developer, submitted to the Council of the City (“Council”), pursuant to Revised Code Section 349.03, a Petition for Establishment of the Newark Downtown New Community Authority under Chapter 349 of the Ohio Revised Code (the “Petition”), a copy of which Petition is on file with the City; and

WHEREAS, the new community district, as described in the Petition (the “District”), is located entirely within the municipal corporate boundaries of the City, a municipal corporation, and this Council, as the legislative authority of the City, is therefore the organizational board of commissioners for purposes of this Petition; and

WHEREAS, this Council has reviewed the Petition, and by this Resolution desires to legislatively determine, pursuant to Revised Code Section 349.03, that the Petition complies with the requirements of that section as to form and substance, to set the time and place of a hearing on the Petition, to authorize the notice by publication of the hearing on the Petition; and

WHEREAS, this Council desires for this Resolution to take immediate effect upon its adoption as an emergency measure necessary to preserve the public peace, health, safety, and welfare of the residents of the City of Newark, in order to comply with the timing requirements contained in Revised Code Chapter 349.

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

Section 1: This Council hereby acknowledges and determines that, pursuant to Revised Code Section 349.01(F)(3), it is the “organizational board of commissioners” of the Newark Downtown New Community Authority for all purposes of Revised Code Chapter 349.

Section 2: This Council has examined the Petition and finds and determines that the Petition is sufficient and complies with the requirements of Revised Code Section 349.03 in form and substance.

Section 3: Pursuant to Revised Code Section 349.03, this Council hereby determines to hold a hearing on the Petition on June 17, 2024 at the offices of the City, 40 West Main Street, Newark, Ohio 43055, at 7:00 p.m., and this Council hereby authorizes the Mayor and the Clerk of Council, or either of them individually, to cause notice of the hearing to be published once a week for three consecutive weeks, or as provided in Revised Code Section 7.16, in a newspaper of general circulation within Licking County, Ohio, pursuant to Revised Code Section 349.03(A).

Section 4: This Council finds and determines that all formal actions of this Council and any of its committees concerning and relating to the passage of this Resolution were taken in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law including Revised Code Section 121.22.

Section 5: This Resolution shall become effective immediately for the reasons as set forth herein and to protect the public peace, health, safety or welfare pursuant to Article 4.07 of the Charter of the City of Newark, Ohio.

Adopted this 20th day of May, 2024.

President of Council

ATTEST: _____
Clerk of Council

DATE FILED WITH MAYOR: _____

DATE APPROVED BY MAYOR: _____

MAYOR: _____

FORM APPROVED: _____
Director of Law

CERTIFICATE

I, the undersigned Clerk of Council for the Newark City Council, do hereby certify that the foregoing is a true and correct copy of a Resolution passed by that body on May 20, 2024.

Clerk of Council

CITY OF NEWARK NCA FORMATION TIMELINE

<u>Step</u>	<u>NCA Formation and Approval Process</u>	<u>Target Date</u>
1	Work with the City to establish terms for the District to be included in the Petition to form the NCA.	February/March 2024
2	Draft and review the Petition to form the NCA with the City.	March/April 2024
3	Submit un-signed draft of the Petition and draft of the Resolution of Sufficiency to the City Council Committee for review before submitting to City Council. TARGET – MAY 1, 2024	At least 4 days prior to Step 5. Submit by 12 p.m. on May 2, 2024
4	City Council Committee reviews and comments on the un-signed Petition and Resolution of Sufficiency.	May 6, 2024
5	City Council reviews and approves Resolution via Rule 11 process to provide authority for the City to execute the petition and additional required documents.	May 6, 2024
6	Submit signed Petition and the Resolution of Sufficiency to the City Council. TARGET – MAY 16, 2024	At least 4 days prior to Step 9; and at most 45 days prior to Step 13. Submit by 12 p.m. on May 16, 2024
7	Submit draft of the Ordinance Creating the NCA and designating the Citizen and Local Government members of the Board of Trustees for the NCA to the City Council Committee for review before submitting to City Council. TARGET – MAY 16, 2024 <i><u>These dates can also be pushed back until the June 3, 2024 committee date, which makes the submission date for this step May 30, 2024 at 12 p.m.</u></i> <i><u>Target – May 29, 2024</u></i>	At least 4 days prior to Step 8. Submit by 12 p.m. on May 16, 2024

8	City Council Committee reviews and comments on the Ordinance Creating the NCA and designating the Citizen and Local Government Representative members of the Board of Trustees for the NCA.	May 20, 2024
9	City Council reviews the signed petition during a regular meeting, officially setting forth the City's intent to form the NCA.	May 20, 2024
10	City Council passes the Resolution of Sufficiency which determines that the Petition to form the NCA complies in form and substance with the requirements of R.C. 349.03 and fixes the date of the public hearing on the Petition to be June 17, 2024.	May 20, 2024
11	Clerk of Council publishes notice of the date of the public hearing 1x each week for 3 consecutive weeks.	3 consecutive weeks occurring between Step 9 and Step 13. May 24, 2024; May 31, 2024; June 7, 2024
12	City Council, during a subsequent meeting, may permit the Petition to be amended in form and substance, if needed, in accordance with the pre-submission to the Committee deadlines.	Any time between Step 3 and Step 9.
13	City Council holds a public hearing on the Petition for the establishment of the proposed NCA.	At least 30 calendar days, but no more than 45 calendar days, after Step 6. June 17, 2024
14	City Council passes the approval ordinance creating the NCA and designating the Citizen and Local Government Representative members of the Board of Trustees for the NCA.	Any time after Step 13. June 17, 2024 or at a subsequent meeting.

15	City shall provide the Auditor of State with Notice of the formation of the NCA.	Sometime in 2024 after Step 14.
16	City Council convenes Initial meeting of the Board of Trustees to approve formation documents and elect a Chairperson, a Vice-Chairperson, Secretary, and Treasurer (i.e. the Fiscal Officer).	Sometime in 2024 after Step 14.
17	City Council provides notice to the Auditor of State of the designation of its fiscal officer.	Sometime in 2024 after Step 16.

≡ DIVISION OF WATER & WASTEWATER ≡

Brandon Fox
Utilities Superintendent
740-670-7945

34 South 5th Street
P. O. Box 4100
Newark, Ohio 43058-4100

MEMORANDUM

TO: Jeff Rath, Chairman
Public Service Committee

FROM: Brandon Fox 
Water Administrator

SUBJECT: Service Committee Agenda

DATE: May 1, 2024

COPIES: Mayor, Service Director, Clerk of Council, Jeff Rath, Dustin Neely, Bill Cost Jr., Beth Bline, Bradley Chute, file

I would appreciate some time on the next Service Committee agenda to present the following updates on Water and Wastewater Projects.

City of Newark Division of Water and Wastewater Current Projects 2024

Fourth Street Sewer Separation

Description	Part of Long-Term Control Plan as required by our NPDES Permit. Separation of sewers on 4 th Street from National Drive Pump Station to Locust Street, Locust Street to Granville and Granville to State Route 16 Bridge. Work will include new sanitary, storm and water lines. Separation of combined sewers to reduce overflows to mandated levels.
Cost	\$27,181,183
Issues	June 2023 milestone was met for all sanitary and sewer separation to occur. Working to finalize punch list items and complete project.
Schedule	Anticipated final closeout 2 nd Quarter 2024

East Side Water Transmission Line

Description	Installation of approximately 3 miles of 16" water line to loop system from New Haven Ave. to Dayton Road area. This line will improve water quality, provide better fire protection.
Cost	\$4,300,000 - Funded by Ohio Dept. of Development Grant
Issues	Coordination with County on impacts to roads and needed improvements to asphalt.
Schedule	Project started 3 rd quarter 2023 and underground work is completed. Anticipate final asphalt and landscaping completed 2 nd Quarter 2024.

Thornwood – Faye Drive Booster Stations

Description	Installation of a new booster station on Faye Drive and upgrading the existing station on Thornwood Drive. The current status of the Southwest Pressure Zone is that there is one booster station to supply pressure to the entire area. While this station has a back generator for emergencies a second complete station is needed to insure consistent service to this area.
Cost	\$4,111,281.40
Issues	Coordination with Thornwood Drive/Cherry Valley Road bridge replacement and River Road Sewer project is critical.
Schedule	Construction started 3 rd Quarter 2023 with waterline replacement portion. Currently installing new Faye Dr. booster station. Anticipated completion 4 th Quarter 2024.

Lead Service Line Replacements #1-3

Description	Replaced approximately 700 non-copper or plastic service lines within the system. Identification of service line material is an on-going process and an interactive map of service line material has been developed. Part of the Ohio EPA mandate to remove all lead from the drinking water system.
Cost	\$3,795,771 total – (\$2,053,089 ARP funds and \$819,061 OWDA 0% interest loan)
Issues	All eligible customers must sign agreement for City to work on private water line.
Schedule	LSL #1- 100 services completed 2 nd Quarter 2023, LSL #2- 200 services replaced by 1 st Quarter 2024. LSL #3- 400 services replaced by 2 nd Quarter 2024.

Lead Service Line Replacement #4-5

Description	Replacing 1,100 non-copper or plastic service lines within the system. Identification of service line material is an on-going process and an interactive map of service line
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material has been developed. Part of the Ohio EPA mandate to remove all lead from the drinking water system.

Cost **\$4,084,875 total – (\$1,919,891 OWDA 0% interest loan)**
Issues All eligible customers must sign [agreement](#) for City to work on private water line.
Schedule LSL #4 start construction 2nd Quarter 2024 and LSL #5 start 3rd Quarter 2024.

Lead Service Line Replacement #6-12

Description Replacing approximately 4,000 non-copper or plastic service lines within the system. Identification of service line material is an on-going process and an [interactive map](#) of service line material has been developed. Part of the Ohio EPA mandate to remove all lead from the drinking water system.

Cost **\$20,000,000**
Issues All eligible customers must sign [agreement](#) for City to work on private water line.
Schedule 1,000 Services per year for Project years 2024-2028.

UV Upgrade – WWTP

Description Installation of a new Ultraviolet Light disinfection system to replace the existing system. UV system was functional May 2022 and weir covers were completed September 2022.

Cost **\$5,123,980**
Issues Substantial completion February 2024
Schedule Anticipated Final completion 2nd Quarter 2024

Raccoon Creek Streambank Restoration

Description This was a cooperative project with the US Army Corp of Engineers (USACE) to rebuild a low head dam on the Raccoon Creek. The dam was failing and needed repair. This dam is designed to protect existing water and sanitary lines as well as prevent erosion along State Route 16.

Cost City portion (35%) **\$1,426,000**
Issues Coordination with USACE
Schedule Construction started August 2022 and completed 3rd Quarter 2023.

WTP Instrumentation Upgrades

Description Updating plant monitoring system with new PLC's and SCADA system. Additional controls for water treatment processes are being added as well as storage tank monitoring on Horns Hill and River water quality metering. Replacing failing SCADA radio systems on remote water booster stations and sanitary pump stations.

Cost **\$3,113,536.36**
Issues Coordination with SCADA for Plant outages
Schedule Anticipated completion 2nd Quarter 2024

South Second Street

Description Part of the Long-Term Control Plan, this project will connect the separated sewers in the downtown area to the Interceptors along the South Fork of the Licking River and then to the treatment plant. This will also add a storm water line from the same area and replace aging water lines in the same area. Reduction of CSO's and new infrastructure.

Cost **\$13,525,853**

Revised 5.1.2024

Issues	Coordination with Floodwall improvements on 2 nd Street. Coordination with traffic and entrance improvements at Don Edwards Park and Ohio Street. Coordination with businesses and residents on 2 nd St and traffic patterns.
Schedule	Construction started April 29, 2024 and anticipated completion by 3 rd Quarter 2026

River Road Sewer

Description	Installation of 3,400 feet of gravity sewer line on River Road connecting Park Trails to Reddington Road. Replacing a sanitary lift station and force main with a gravity system. Work is part of the Thornwood Drive/Cherry Valley Bridge Project
Cost	Engineers estimate \$4,430,738- Submitted for Ohio Dept. of Development Grant Feb. 2024.
Issues	Coordination with ODOT bridge project and pending land acquisitions as part of Thornwood Bridge/Roundabout project. Deep (30-35') sewers on east end of River Road. Coordination with residents and traffic patterns due to required shut down of River Road.
Schedule	Design is 100% complete and pending ODD grant award to bid 3 rd Quarter 2024

16 North Project: In Preliminary Design

Description	Part of the Long-Term Control Plan, this sewer separation project will include area north of SR 16 at Hudson Ave and along SR 13 to Rugg Ave. Reduction of CSO's and new infrastructure
Cost	\$85,000,000
Issues	Largest CSO project to date and may need to be completed in phases. Impact to traffic patterns on Hudson and Mt. Vernon Road. Coordination with ODOT for Log Run Bridge replacement. Potential flood control improvements of Log Pond Run, neighborhood revitalization and storm water removal from residences.
Schedule	Complete design by 2 nd Quarter 2025 and Construction complete by 2 nd Quarter 2028

Licking River Dam Improvements (Spillway remediation):

Description	Address deficiencies identified by the State of Ohio Dam Safety Authorities. Create overflow channel on east side of dam to direct flows to a control structure that will discharge to the river approximately 200 ft downstream.
Cost	\$322,632
Issues	Coordination with Horns Hill Roundabout project
Schedule	Start Construction 3 rd Quarter 2024 and substantial completion 4 th Quarter 2024

Water System Capacity Study

Description	Develop high level overview of Licking River firm capacity, WTP capacity and potential impacts of western Licking County demand
Cost	\$140,000
Issues	Coordination with AMP Development
Schedule	Draft study completed 1 st Quarter 2024 and Final report 4 th Quarter 2024

Water Asset Management Plant Development

Description	Develop Asset Management Plan for Water System as required per OEPA and WSRLA funding for LSL projects. Will provide Planning level recommendations for 5-20 year CIP at Water Plant.
Cost	\$400,000
Issues	Coordination with Water System Capacity Study.

Revised 5.1.2024

Schedule Started 1st Quarter 2023 and completed January 2024

Wastewater System Master Plan

Description Evaluation of Wastewater Plant current and future flow and loading conditions, high level condition assessment of major assets, develop a process and hydraulic capacity model, evaluate and recommend nutrient removal improvements required to meet a 5.0 mg/l and 1.0 mg/l Total Phosphorus limit, evaluate the solids handling and septage receiving facilities and recommend improvements required and develop implementation schedule, capital improvement budget and high level financial analysis to meet future conditions.

Cost **\$300,000**

Issues Understand existing infrastructure and planning to meet 5-20 year growth projections

Schedule Draft study completed by 1st Quarter 2025

City of Newark Division of Water and Wastewater Future Projects 2024

Water Tower painting

Description	Replace aging coating on water tower
Purpose	Sandblast and Paint Water Tower to prevent corrosion
Cost	Engineers estimate- \$400,000 - Submitted for Ohio Dept. of Development Grant
Issues	Tower must be out of service during rehabilitation
Schedule	3 rd Quarter 2024

Gregory Drive/Brenton Drive Sanitary Sewer

Description:	Install 6,100 feet of sanitary sewer on Gregory and Brenton Drives.
Purpose:	Replace failing private septic systems to approximately 44 acres and 115 residents
Cost:	Engineers estimate- \$3,709,305 – Submitted for Ohio Dept. of Development Grant
Issues:	Coordination with Health Department, private sewer connections and abandonment of failing septic systems

Berwyn Lane Waterline Replacement

Description:	Replace 1,500 feet of 8” Ductile Waterline
Purpose:	Replace failing, corroded 8” waterline on Berwyn Lane
Cost:	Design- In house. Estimated Construction cost \$500,000
Funding:	Equipment Replacement Fund/2022 Water Bond
Issues:	Coordinate with water tower painting in fall 2023

Horns Hill Water Storage Tank expansion/refurbish

Description	Evaluate need for additional storage and/ or refurbish of existing concrete tanks
Cost	Engineers estimate \$3,000,000
Issues	Pending Water System Capacity Study
Schedule	None

Wastewater Plant Biosolids processing facility upgrade

Description	Replace/refurbish existing biosolids dewatering facilities originally installed in 1988. Address H2S issues and aging facilities.
Cost	Estimate- \$5,000,000
Issues	Coordination with existing dewatering requirements during construction.
Schedule	2025

Wastewater Plant Grit/Grease/Scum removal improvements

Description	Replace/refurbish existing grit/grease facilities
Cost	Estimate- \$3,000,000
Issues	Septage and grease receiving provides additional load on current facilities that were not originally designed to accept material
Schedule	2028

Wastewater Plant Aeration Diffuser replacement

Description	Replace aged aeration diffusers
Cost	Estimate- \$500,000
Issues	Summer requirement to allow tanks to be taken out of service during low flow

Revised 5.1.2024

Schedule 2026

Wastewater Plant Final Clarifier Upgrade

Description Refurbish existing clarifier drive mechanisms, tower, weirs, etc. originally installed in 1988.
Cost Estimate- **\$2,000,000**
Issues None known
Schedule 2026

Water Treatment Plant Rehabilitation

Description Based on Asset Management Plan, repair/replace existing infrastructure at WTP. Plant was built in 1943 with last major upgrade in 1996. Over 30% of assets are at or near failure. Will need to evaluate current treatment capacity and future capacity requirements.
Cost Engineers estimate **\$25,000,000**
Issues Coordination of current production with Water Capacity Study to determine potential expansion needs.
Schedule Preliminary Study 2025, Detailed design 2026-2027, Anticipated Construction 2028.