

August 1, 2024

SERVICE COMMITTEE

August 5, 2024

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

Council Chambers

AGENDA

1. Consider **Resolution No. 24-66** A RESOLUTION AUTHORIZING AND DIRECTING THE DIRECTOR OF PUBLIC SERVICE FOR THE CITY OF NEWARK, OHIO, TO ENTER INTO A COOPERATIVE CONSTRUCTION AGREEMENT WITH OWENS CORNING INSULATING SYSTEMS, LLC, SUBJECT TO THE APPROPRIATION OF FUNDS, FOR THE PURPOSE OF CONSTRUCTING A NEW BRIDGE AT RIVERSIDE DRIVE
2. Consider **Resolution No. 24-70** A RESOLUTION AUTHORIZING AND DIRECTING THE DIRECTOR OF PUBLIC SERVICE TO ENTER INTO A NEW MANAGEMENT AGREEMENT WITH THE NEWARK SPORTS AND EVENTS COMMISSION, INC., TO OPERATE THE LOU AND GIB REESE ICE ARENA AND PICKLEBALL COURTS
3. Other items at the discretion of the Chair

RESOLUTION NO. 24-66

BY: _____

A RESOLUTION AUTHORIZING AND DIRECTING THE DIRECTOR OF PUBLIC SERVICE FOR THE CITY OF NEWARK, OHIO, TO ENTER INTO A COOPERATIVE CONSTRUCTION AGREEMENT WITH OWENS CORNING INSULATING SYSTEMS, LLC, SUBJECT TO THE APPROPRIATION OF FUNDS, FOR THE PURPOSE OF CONSTRUCTING A NEW BRIDGE AT RIVERSIDE DRIVE

WHEREAS, Owens Corning Insulating Systems, LLC is the owner of real property located at 400 Case Avenue, Newark, Ohio, Parcel No. 054-270942-00.000; and,

WHEREAS, there is currently a small bridge on Riverside Drive which spans Log Pond Run and is located within the boundaries of the parcel owned by Owens Corning Insulating Systems, LLC, as depicted in the attached Exhibit "A"; and,

WHEREAS, this Riverside Drive bridge, known as "ODOT Structure File Number 4560248," is in a deteriorating state and is in need of replacement; and,

WHEREAS, the City is responsible for maintaining the bridge and the public roadways within the municipality's limits, including Riverside Drive; and,

WHEREAS, the primary user of this bridge is Owens Corning Insulating Systems, LLC, and its respective employees and associates for business purposes; and,

WHEREAS, it is the desire of both the City and Owens Corning Insulating Systems, LLC, in order to promote goodwill with citizens and for the safety of the community, to share in the costs of constructing a new bridge at this location; and,

WHEREAS, the City and Owens Corning Insulating Systems, LLC wish to enter into a formal agreement to memorialize this cost-sharing measure. The preliminary draft of this Cooperative Agreement is attached as Exhibit "B"; and,

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

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 Owens Corning Insulating Systems, LLC for the purpose of constructing a new bridge at Riverside Drive, subject to the appropriation of funds.

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: _____

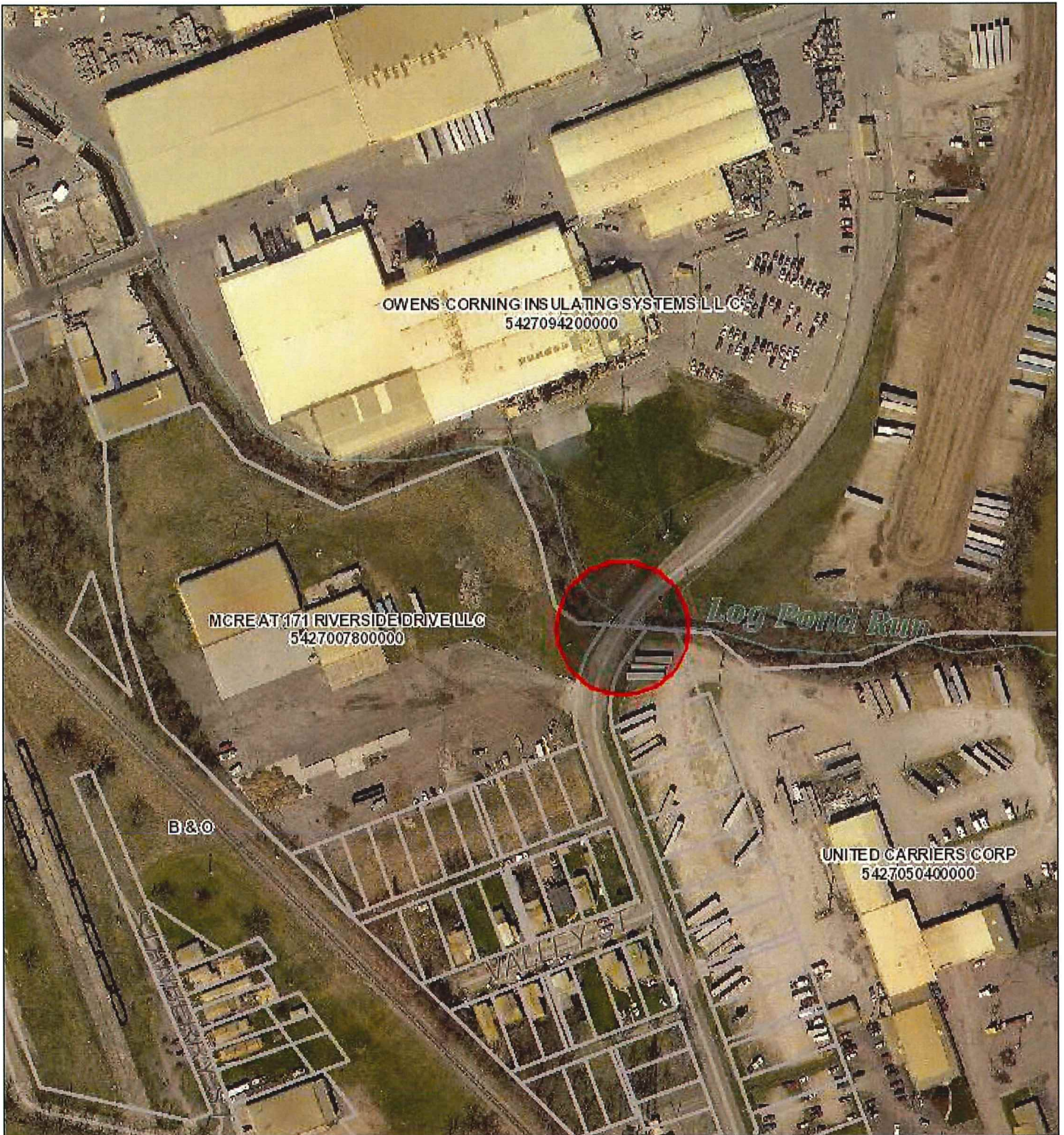
DATE APPROVED BY MAYOR: _____

MAYOR

FORM APPROVED: _____
DIRECTOR OF LAW

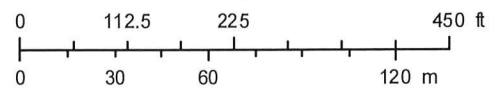
Prepared by the Office of the Director of Law

Riverside Drive - Bridge Location



April 8, 2024

1:2,400



1 in = 200 ft

-  Parcels
-  Street Centerlines: State/Federal
-  Street Centerlines: County
-  Street Centerlines: Township
-  Street Centerlines: Municipal/Private

EXHIBIT

tabbies®

A

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 Owens Corning Insulating Systems, LLC, ("Owens Corning") having its administrative address at 400 Case Ave., Newark, Ohio 43055.

WHEREAS, Owens Corning Insulating Systems, LLC is the owner of real property located at 400 Case Avenue, Newark, Ohio, Parcel No. 054-270942-00.000; and,

WHEREAS, there is currently a small bridge on Riverside Drive which spans Log Pond Run and is located within the boundaries of the parcel owned by Owens Corning Insulating Systems, LLC, as depicted in the attached Exhibit "A"; and,

WHEREAS, this Riverside Drive bridge, known as "ODOT Structure File Number 4560248," is in a deteriorating state and is in need of replacement; and,

WHEREAS, the City is responsible for maintaining the bridge and the public roadways within the municipality's limits, including Riverside Drive; and,

WHEREAS, the primary user of this bridge is Owens Corning Insulating Systems, LLC, and its respective employees and associates for business purposes; and,

WHEREAS, it is the desire of both the City and Owens Corning Insulating Systems, LLC, in order to promote goodwill with citizens and for the safety of the community, to share in the costs of constructing a new bridge at this location; and,

WHEREAS, the City and Owens Corning Insulating Systems, LLC wish to enter into a formal agreement to memorialize this cost-sharing measure and execution of this Cooperative Agreement is necessary for construction on 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 Owens Corning hereby agree as follows:

1. **RIGHT OF ENTRY.** In order to effectuate the intention of this Agreement, Owens Corning 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 bridge project.
2. **COSTS AND MAINTENANCE.** The City and Owens Corning have agreed to split the total costs for the construction of the bridge, with each party ultimately responsible



for 50% of the final amount. In no event shall the costs for the bridge paid by Owens Corning exceed those paid by the City or exceed five hundred thousand dollars (\$500,000.00). In the event the bridge shall, in the future, require any repairs, alterations, additions or modifications reasonably required to maintain the integrity of the structure, a new contract may be negotiated between the parties.

3. **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 for the bridge, the City's financial and other legal obligations related to this project will be extinguished and the entirety of this Agreement null and void.
4. **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.
5. **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 Owens Corning Insulating Systems, LLC at 400 Case Ave., Newark, Ohio 43055.
6. **INDEMNIFICATION.** Owens Corning 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. Owens Corning 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 resulting from negligent acts of City, and its agents, officers, employees, or contractor during the construction project as set forth herein.
7. **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.
8. **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.
9. **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.
10. **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.

11. **CAPTIONS.** Any captions used herein shall not define, limit, extend, or describe the scope of this Agreement or the intent of any provisions hereof.
12. **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 Owens Corning.
13. **BINDING EFFECT AND BENEFIT.** This Agreement shall be binding upon and inure to the benefit of the parties, their respective successors and assigns.
14. **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

David Rhodes, Director of Public Service

Date

OWENS CORNING INSULATING SYSTEMS, LLC

John Power, Site Leader

Date

RESOLUTION NO: 24-70

BY: _____

A RESOLUTION AUTHORIZING AND DIRECTING THE DIRECTOR OF PUBLIC SERVICE TO ENTER INTO A NEW MANAGEMENT AGREEMENT WITH THE NEWARK SPORTS AND EVENTS COMMISSION, INC., TO OPERATE THE LOU AND GIB REESE ICE ARENA AND PICKLEBALL COURTS

WHEREAS, the City of Newark and the Newark Sports and Events Commission, Inc., (NSEC) have been parties to an agreement for the operation of Lou and Gib Reese Ice Arena and a memorandum of understanding approved by Council by Resolution 21-77 for the operations of the pickleball courts located on the property; and,

WHEREAS, the parties have agreed that modifications to the existing agreements are in order for the continued management and operation of both the ice arena and the pickleball courts and the Director of Public Safety wishes to execute an agreement incorporating such modifications; and,

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

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

SECTION 1: The proposed agreement between the City of Newark and the NSEC is approved and the Director of Public Service is hereby authorized to execute such agreement for the City.

SECTION 2: This Resolution shall be effective at the earliest date pursuant to Article 4.07 of the Charter of the City of Newark, Ohio.

Passed this _____ day of _____, 2024.

President of Council

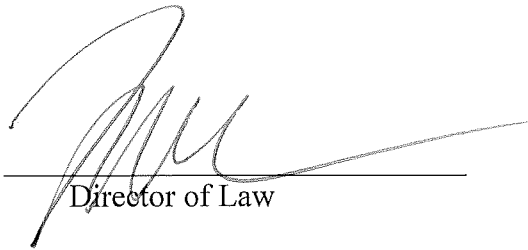
Attest: _____
Clerk of Council

Date Filed with Mayor: _____

Date Approved by Mayor: _____

Mayor

Form Approved: _____



Director of Law

MANAGEMENT AGREEMENT

LOU AND GIB REESE ICE ARENA AND PICKLEBALL COURTS

This agreement is made and entered into between the CITY OF NEWARK, OHIO (the City), a municipality chartered pursuant to Ohio Law, and the NEWARK SPORTS AND EVENTS COMMISSION, INC. (NSEC), a non-profit organization incorporated in the State of Ohio on this _____ day of _____, 2024.

WHEREAS, the City is the owner of the real property and improvements appurtenant thereto, generally known as the LOU AND GIB REESE ICE ARENA (LRGIA) AND PICKLEBALL COURTS located at 936 Sharon Valley Road, Newark, Ohio including but not limited to the facilities, buildings, equipment, and grounds appurtenant thereto; and,

WHEREAS, NSEC is an Ohio non-profit corporation whose mission is to manage and operate the LOU AND GIB ICE ARENA to provide opportunities to local youth and citizens to participate in activities including but not limited to recreational and competitive skating, ice hockey, inline hockey, roller hockey, figure skating, broomball, trade and collectible shows, as well as community gatherings and festivals; and,

WHEREAS, NSEC provides general oversight of the PICKLEBALL COURTS for the recreational use and enjoyment of the citizens of Newark, and Licking County;

NOW THEREFORE, the City and the NSEC agree as follows:

1. AGREEMENT: The City and the NSEC agree to enter into this agreement for the management of the Lou and Gib Reese Ice Arena and Pickleball Courts which shall include the physical facility, buildings, equipment and the grounds appurtenant thereto, and general oversight of the Pickleball Courts, according to the terms and conditions of this agreement, said terms and conditions hereby modifying the provisions of the previous management agreements dated April 18, 2022, March 1, 2012, and October 3, 2005.

2. OPERATING AGREEMENT:

ICE ARENA: The parties agree that NSEC shall continue to manage the Lou and Gib Reese Ice Arena facility as it has since the inception of the initial agreement and will do so going forward from the date hereof pursuant to the terms and conditions hereof and in conformity with both the best interests of the facility and the mission of the NSEC.

PICKLEBALL COURTS: The parties agree that NSEC will provide general oversight of the Pickleball Courts for "open play" unless a tournament, reserved court rental activity, or

event including league play is planned. The general oversight shall include the following: periodic visual inspections of the courts, general trash and litter cleanup of the area, and reserving of the courts. NSEC shall coordinate with the City any activities proposed or requested by the City. In addition, the LRGIA will collect fees for rental of the court(s) per a court rental fee determined by the NSEC. The rental of court will reserve a court for the time agreed and shall be paid and scheduled through the LRGIA for all tournaments, reserved events, league play, etc. The LRGIA will provide and publish a schedule of reserved courts, with the remaining courts available for "open play". NSEC will make every effort to keep at least half of the courts available for "open play" unless a pre-planned tournament or event is reserved. LRGIA will direct questions, comments, and concerns about "open play" and league play by pickleball players and the community to the City's Parks and Recreation Department. NSEC and LRGIA are not responsible for resolving the playing time on the courts for "open play" for courts not reserved. Both the NSEC and City agree to cancel all reservations and rental of courts if needed – allowing just open play only for all courts at all times – following a meeting and joint agreement.

3. TERM: The term of this agreement shall commence on the date executed hereof as previously stated and shall continue until its natural termination on December 31, 2065. The NSEC shall have the right to extend the term of this agreement according to the terms hereof for an additional period of twenty (20) years after the expiration of the term herein stated at its discretion and the City will be obligated to maintain such obligations as set forth herein as applicable for such extended period.
4. DEBT SERVICE: As of the date of this agreement, all previous debts have been satisfied and no further payments are due from NSEC to the City.
5. OPERATION AND MAINTENANCE:

ICE ARENA: NSEC shall be responsible for the general operation and administration of the Lou and Gib Reese Ice Arena facility as well as the maintenance and repair of the interior of the facility including all interior finishes, appliances, furniture, fixtures, and other equipment appurtenant to such interior of the structure. In addition, NSEC shall be responsible for landscaping and lawn care including frontage on Sharon Valley Road, building access snow removal and snow removal from the parking lot. The City shall be responsible for full monetary reimbursement to the NSEC for the maintenance and repair of the following: ice plant and ice rink (further described as all equipment and appurtenances for the production of ice including but not limited to: chillers, condensers, under concrete slab piping, concrete ice surface slab, ammonia systems, piping, ice resurfacers, dash boards, doors, rink glass, netting, rubber flooring, etc.), the building structure, and the exterior of building envelope (siding, windows, storefronts, exterior doors, etc.), including the roof and the parking lot, concrete, sidewalks, and all exterior lighting fixtures. The City and NSEC will work together for these items and determine the most economical solution, utilizing current specialized vendors for the ice

plant, ice resurfacers, etc., or the City undertaking work with their own forces when feasible (i.e. concrete, parking lot, etc.)

PICKLEBALL COURTS: NSEC shall be responsible for the general oversight and clean-up of the Pickleball Courts. The hours of operation for the Pickleball Courts will be established by the NSEC and the City. Any maintenance, repairs, or upgrades to the Pickleball Courts will be the responsibility of the City. The NSEC agrees to notify the City in writing of the items needing repairs, maintenance and upgrades at the pickleball courts.

6. UTILITIES: NSEC shall be responsible for the provision of and shall assume the expense for electricity and gas service necessary to operate the ice arena facility and the pickleball court lights. The City shall provide water and sewer services as needed for the operation of the facilities. The City will be responsible for storm water management issues surrounding the facility.
7. INSURANCE: The City shall insure the Lou and Gib Reese Ice Arena and Pickleball Courts under its own general liability and property coverage using limits similar to other City properties. The City shall provide NSEC with certificate of insurance naming NSEC as an additional insured party to cover building contents owned by NSEC.
8. RULES AND REGULATIONS: NSEC shall be responsible for adopting, posting, and enforcing rules and regulations necessary to govern the conduct of persons using the Lou and Gib Reese Ice Arena facility (and any future facilities), hours of operation and other aspects of facility management. The City of Newark Parks and Recreation Department shall be responsible for establishing and enforcing the policies, rules, and regulations at the Pickleball Courts, and shall review all requests by the pickleball court users for changes to these policies. The rules and regulations shall comply with all local, state, and federal law.
9. STAFFING: NSEC shall be responsible for managing and supervising the employees and/or agents responsible for the operation and staffing of the Lou and Gib Reese Ice Arena facility (and any future facilities). NSEC shall also be responsible for managing and supervising the employees who provide general oversight and clean-up at the Pickleball Courts.
10. PERIODIC REVIEW: On an as needed basis, the City and NSEC will meet to review the activities of the Ice Arena and Pickleball Courts. At such meetings, all financial reports will be shared and discussed by the parties as will all other applicable reports, documents, or information relevant to the operation and viability of the facilities.
11. NEW VENTURES: Both parties understand and agree that maintenance and future growth of the Lou and Gib Reese Ice Arena and Pickleball Courts will require improvements, will require replacement of aging equipment (i.e. chillers, condensers, piping, ammonia systems, ice resurfacers, etc.), expansion (i.e. second ice sheet, additional pickleball courts, etc.), and will possibly require entirely new facilities. Both parties agree to

diligently work together to explore and plan these future capital expenditure endeavors that shall be funded by the City with any other contributions from private entities.

12. SUBLEASES: NSEC may not sublease or assign this agreement, in whole or in part, without the written approval of the City, which shall not be unreasonably withheld.
13. TERMINATION: If this agreement is terminated by the City for any reason prior to the natural expiration date hereof as previously stated, NSEC shall be entitled to reimbursement from the City for all funds provided for upgrades and improvements made to the facility less appropriate provision for depreciation. The purpose of such payment would be to permit NSEC to make necessary provisions to relocate to another site in an effort to maintain a similar facility in furtherance of its stated mission. NSEC shall retain ownership of all cash and other monetary assets in its name, as well as the portable equipment, fixtures, and furniture, as well as stocks of merchandise including food products, all of which will be removed by NSEC from the facility within thirty (30) days after termination of this agreement. If this agreement is terminated by the NSEC for any reason prior to the natural expiration date hereof as previously stated, the City shall be entitled to all of the facilities and equipment, furniture, fixtures, stock, etc. in its entirety.
14. ENTIRE AGREEMENT: This agreement sets forth all of the covenants and understandings and shall constitute the entire agreement between the City and NSEC regarding the operation of the facilities.
15. MISCELLANEOUS: The terms of this agreement shall be binding on and shall inure to the benefit of the respective heirs, executors, administrators, successors, and assigns of the undersigned parties. This agreement shall be governed by the laws of the State of Ohio. Time is of the essence as to each of its provisions hereof. Paragraph captions are for identification only and are not part of this agreement.

CITY OF NEWARK, OHIO

JEFF HALL, MAYOR

DATE: _____

DAVID RHODES
Director of Public Service

DATE: _____

NEWARK SPORTS AND EVENTS COMMISSION

Name: Dean J. Locher
Position: President

DATE: _____

Name: Michael McAlear
Position: Vice President

DATE: _____

APPROVED AS TO FORM:



TRICIA M. MOORE
Director of Law