

## COUNCIL AGENDA

April 1, 2024

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

Council Chambers  
7:00 P.M.

### ROLL CALL

**INVOCATION** – Mr. Labutis

**PLEDGE OF ALLEGIANCE**

**CAUCUS**

**MINUTES of March 18, 2024**

### APPOINTMENTS

**Newark City Council per Director Mauter's request** – appointing Julio Vallardes to a vacated position on Community Reinvestment Area Housing Council term to begin immediately and expiring Dec. 31, 2024.

### REPORTS OF STANDING COMMITTEES

Finance

Service

Capital Improvements

### REPORTS FROM CITY OFFICIALS

### COMMUNICATIONS

**Dave Froelich** – Email regarding civil lawsuit

**Dan Scheinman TFG Housing Resources** - Regarding Terrace Gardens

### COMMENTS FROM CITIZENS

### ORDINANCES ON SECOND READING

**24-11** AN ORDINANCE AMENDING SECTION 890.13(A) OF THE CODIFIED ORDINANCES OF THE CITY OF NEWARK, OHIO, PROVIDING FOR THE ALLOCATION OF INCOME TAX REVENUES.

**24-12** AN ORDINANCE SETTING THE COMPENSATION WITH RESPECT TO CERTAIN ELECTED OFFICIALS OF THE CITY OF NEWARK, OHIO FOR THE

TERMS BEGINNING JANUARY 1, 2026 AND JANUARY 1, 2028 AND REPEALING ALL ORDINANCES AND RESOLUTIONS IN CONFLICT HEREWITH UPON THE EFFECTIVE DATE

**24-13** AN ORDINANCE AMENDING THE POSITION CLASSIFICATION, PAY RANGE AND DEPARTMENT AUTHORIZATION TABLES OF THE CITY OF NEWARK, DEPARTMENT OF PUBLIC SERVICE, DIVISION OF WATER ADMINISTRATION BY THE RE-CLASSIFICATION OF ACCOUNT CLERK PART-TIME, AND SETTING THE COMPENSATION THEREFORE

**ORDINANCES ON FIRST READING**

There are none this meeting

**RESOLUTIONS ON SECOND READING**

**24- 20-A CI** APPROPRIATING MONIES FOR THE CURRENT EXPENSES OF THE MUNICIPAL CORPORATION (\$25,727.99 -Continuous mower replacement)

**24-21** A RESOLUTION AUTHORIZING THE CONVEYANCE OF CERTAIN REAL PROPERTY NOW OWNED BY THE CITY OF NEWARK, OHIO TO NEWARK DEVELOPMENT PARTNERS AS ITS AGENT FOR INDUSTRIAL, COMMERCIAL, DISTRIBUTION, AND RESEARCH

**24-23** APPROPRIATING MONIES FOR THE CURRENT EXPENSES OF THE MUNICIPAL CORPORATION (\$2,500.00-Training for Clerk of Council Position

**RESOLUTIONS ON FIRST READING**

**24-24 EXP** APPROPRIATING MONIES FOR THE CURRENT EXPENSES OF THE MUNICIPAL CORPORATION

**24-25** APPROPRIATING MONIES FOR THE CURRENT EXPENSES OF THE MUNICIPAL CORPORATION

**24-26 CI** APPROPRIATING MONIES FOR THE CURRENT EXPENSES OF THE MUNICIPAL CORPORATION

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

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

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

**COMMENTS FROM CITIZENS**

**MISCELLANEOUS**

**ADJOURNMENT**

BY \_\_\_\_\_

AN ORDINANCE AMENDING SECTION 890.13(A) OF THE CODIFIED ORDINANCES OF THE CITY OF NEWARK, OHIO, PROVIDING FOR THE ALLOCATION OF INCOME TAX REVENUES.

WHEREAS, it is necessary to allocate revenue for the purpose of General Operations and to provide sufficient funding for the Capital Improvement needs of the City of Newark, Ohio; and,

WHEREAS, modifications to such allocations have been made over time as a reflection of the City's current Capital Improvement needs as well as demands imposed by the general operating expenses of the City; and

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

Section 1. That Section 890.13(a) of the Codified Ordinances of the City of Newark is hereby amended and repealed and said Section 890.13 (a) shall hereafter read as follows:

The funds collected under the provisions of this chapter shall be deposited in the "General Fund" and said funds shall be distributed in the following manner:

1. First, such part therefore as shall be necessary to defray all expenses of collecting the tax and of administering and enforcing the provisions of this chapter.
2. Second, such part hereof as shall be necessary to defray the general operating expenses of the City, NOT TO EXCEED EIGHTY-FIVE PERCENT (85%) of the collections of the Income Tax Revenue.
3. Third, after the general operating expenses of the City have been satisfied, the remaining amount, NOT TO EXCEED FIFTEEN PERCENT (15%), shall be deposited into the Capital Improvement Fund.

Section 2: This Ordinance shall become effective at the earliest date permitted pursuant to Article 4.07 of the Charter of the City of Newark, Ohio.

Passed this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
PRESIDENT OF COUNCIL

ATTEST: \_\_\_\_\_  
Clerk of Council

DATE FILED WITH MAYOR: \_\_\_\_\_

DATE APPROVED BY MAYOR: \_\_\_\_\_

MAYOR \_\_\_\_\_

FORM APPROVED: \_\_\_\_\_  
Director of Law

Prepared by the Office of the Director of Law

ORDINANCE NO. 24-12

BY: \_\_\_\_\_

**AN ORDINANCE SETTING COMPENSATION WITH RESPECT TO CERTAIN ELECTED OFFICIALS OF THE CITY OF NEWARK, OHIO FOR THE TERMS BEGINNING JANUARY 1, 2026 AND JANUARY 1, 2028 AND REPEALING ALL ORDINANCES AND RESOLUTIONS IN CONFLICT HEREWITH UPON THE EFFECTIVE DATE**

WHEREAS, by virtue of Newark City Charter Article 3.07 the Newark City Council has the authority, by ordinance or resolution to determine and fix the salaries and compensation of municipal employees and elected officials; and,

WHEREAS, Ohio Revised Code Section 731.07 requires that the salary of any officer of a city shall not be increased or diminished during any given term of office; and,

WHEREAS, Newark Codified Ordinance Section 210.10 requires any increase in, diminishment to, or modification of the compensation package of an elected official for an upcoming term of office to be considered and enacted prior to the deadline imposed by the Board of Elections, Secretary of State or other controlling election law for the filing of Petitions of Candidacy to be considered as a candidate for election for the particular office in question; and,

WHEREAS, in light of the deadlines imposed by the Ohio Revised Code and the Newark Codified Ordinance, Council wishes to address the salaries for the positions of the elected officials of the City of Newark, specifically for the office of Treasurer, new term beginning January 1, 2026, and the offices of the Mayor, Auditor, and Director of Law, new terms beginning January 1, 2028; and,

WHEREAS, this matter was addressed by the Personnel Committee at a regularly scheduled meeting thereof which recommended consideration of passage by full Council.

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NEWARK, OHIO THAT:**

SECTION ONE: Effective January 1, 2028, the elected Mayor, Auditor, and Director of Law shall be entitled to and shall be paid an annual salary and other compensation in accordance with the attached schedule which compensation shall be applicable to any appointee or replacement for the elected person(s) occupying such position(s).

SECTION TWO: Effective January 1, 2026, the elected Treasurer shall be entitled to and shall be paid an annual salary and other compensation in accordance with the attached schedule

which compensation shall be applicable to any appointee or replacement for the elected person(s) occupying such position(s).

SECTION THREE: The elected Mayor, Auditor, Director of Law shall be entitled to the same group medical insurance coverage as those employees covered under the Hourly Non-Bargaining Unit Employees Policy to be adopted by this Council and in effect January 1, 2028, which coverage shall be available to any appointee or replacement for the elected person(s) occupying such position(s).

SECTION FOUR: The elected Treasurer shall be entitled to the same group medical insurance coverage as those employees covered under the Hourly Non-Bargaining Unit Employees Policy to be adopted by this Council and in effect January 1, 2026, which coverage shall be available to any appointee or replacement for the elected person(s) occupying such position(s).

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

ADOPTED this \_\_\_\_\_ day \_\_\_\_\_, 2024.

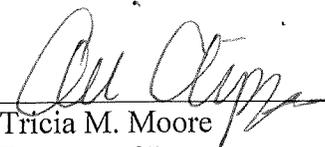
\_\_\_\_\_  
President of Council

ATTEST: \_\_\_\_\_  
Clerk of Council

Date filed with Mayor: \_\_\_\_\_

Date approved by Mayor: \_\_\_\_\_

\_\_\_\_\_  
Mayor

Approved as to form: \_\_\_\_\_  
  
Tricia M. Moore  
Director of Law

Elected Officials Wage Schedule  
2028-2031

	2028	2029	2030	2031
Mayor	120,904.15	125,740.31	130,769.93	136,000.72
Law Director	134,502.73	139,882.84	145,478.15	151,297.28
Auditor	113,297.34	117,829.23	122,542.40	127,444.10

	2026	2027	2028	2029
Treasurer	21,322.00	22,174.88	23,061.88	23,984.35

ORDINANCE NO: 24-13

BY: \_\_\_\_\_

AN ORDINANCE AMENDING THE POSITION CLASSIFICATION, PAY RANGE AND DEPARTMENT AUTHORIZATION TABLES OF THE CITY OF NEWARK, DEPARTMENT OF Public Service, DIVISION OF Water Administration BY THE RE-CLASSIFICATION OF Account Clerk Part-Time, AND SETTING THE COMPENSATION THEREFORE.

**WHEREAS**, the Division of Water Administration has had a cause to review their staffing needs and has determined that alteration is warranted in the organization or structure due to changing workplace needs;

and,

**WHEREAS**, it is necessary to amend the position authorization and classification/pay range tables to accomplish the foregoing objective;

and,

**WHEREAS**, the overall position authorization for the division will increase by 0;

and,

**WHEREAS**, the Personnel Committee considered this matter on \_\_\_\_\_, and recommended that it be considered by full council.

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

**SECTION 1:** The position of Account Clerk Part-Time is hereby reclassified within the Department of Public Service Division of Water Administration

**SECTION 2:** The position classification/pay range table for the hereby is amended as follows.

**SECTION 3:** The position of Account Clerk Part-Time shall receive compensation and benefits as set forth in the current Pay Range 33 - AFSCME L2963 Collective Bargaining Agreement. This position is in the classified service of the City of Newark.

**SECTION 4:** This ordinance 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 \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
PRESIDENT OF COUNCIL

ATTEST

\_\_\_\_\_  
Clerk of Council

DATE FILED WITH MAYOR \_\_\_\_\_

DATE APPROVED BY MAYOR \_\_\_\_\_

\_\_\_\_\_  
MAYOR

APPROVED AS TO FORM

\_\_\_\_\_  
Director of Law

*\*Strength authorization table*

Active	Position Number	Description	Department	BenefitGroup
Yes	2.706.210.01	Water Administrator	706 - Water Admin	MGMT EXEMPT
Yes	2.706.213.01	Utilities Engineer	706 - Water Admin	MGMT EXEMPT
Yes	2.706.230.01	Business Manager	706 - Water Admin	MGMT EXEMPT
Yes	2.706.231.01	Project Manager	706 - Water Admin	MGMT EXEMPT
Yes	2.706.233.01	Construction Services Manager	706 - Water Admin	MGMT EXEMPT
Yes	3.706.250.01	Customer Service Coordinator	706 - Water Admin	AFSCME-FT
Yes	3.706.330.01	Environmental System Technician	706 - Water Admin	AFSCME-FT
Yes	3.706.601.03	Account Clerk Part Time	706 - Water Admin	AFSCME-FT
Yes	3.706.617.01	Customer Account Representative	706 - Water Admin	AFSCME-FT
Yes	3.706.617.02	Customer Account Representative	706 - Water Admin	AFSCME-FT
Yes	3.706.617.03	Customer Account Representative	706 - Water Admin	AFSCME-FT
Yes	3.706.617.04	Customer Account Representative	706 - Water Admin	AFSCME-FT
Yes	3.706.617.05	Customer Account Representative	706 - Water Admin	AFSCME-FT
Yes	3.706.617.06	Customer Account Representative	706 - Water Admin	AFSCME-FT
Yes	3.706.655.01	Training Safety Coordinator	706 - Water Admin	AFSCME-FT
Yes	3.706.695.01	Systems Analyst	706 - Water Admin	AFSCME-FT
Yes	4.706.662.02	Financial Secretary	706 - Water Admin	NON-BARG FT
No	3.706.600.01	Account Clerk	706 - Water Admin	AFSCME-FT

# CITY OF NEWARK POSITION DESCRIPTION

*An equal opportunity employer*

**POSITION TITLE**

Account Clerk Part-Time

**DEPARTMENT/DIVISION**

Service/Water Administration

**APPOINTING AUTHORITY**

Service Director

**REPORTS TO**

Business Manager

**FLSA STATUS**

Non-Exempt

**PART-TIME/FULL-TIME**

Full-time/Part-time

**AFFILIATION**

AFSCME Local 2963

**PAY RANGE**

33

**SUPERVISORY RESPONSIBILITIES**

No

**POSITION DESCRIPTION APPROVAL**

Revised HR/WTR 02.26.24

**PURPOSE**

To efficiently process payments, balance cash drawers and office cash, receive and process daily mail and perform general office duties as required as well as providing general support to customer service endeavors.

**ESSENTIAL DUTIES AND RESPONSIBILITIES**

- Assists with all phases of the billing and collection process (i.e. computing, collection, posting, etc.)
- Assists with customer inquiries and issues service orders
- Maintain and balance cash drawer daily
- Process customer payments and miscellaneous water/sewer payments
- Process and balance credit card transactions daily
- Proficient in use of calculator, payment remittance processor and personal computer with applicable office software and Windows programs
- Maintaining files
- Other duties as required

**POSITION REQUIREMENTS**

Valid OH Driver's License

High school diploma or GED equivalent; experience handling money and making deposits, working knowledge of office procedures, methods and equipment, general bookkeeping practices and computer knowledge.

Maintains an awareness of worker safety guidelines and procedures and applies these in performing daily activities and tasks

The requirements listed are representative of the knowledge, skill and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. This Position Description is intended to identify and illustrate the kinds of duties that may be assigned to the position. It should not be interpreted as describing all of the duties that may ever be required of such an employee, or be used to limit the nature and extent of assignments such individuals may be given. Maintains an awareness of worker safety guidelines and procedures and applies these in performing daily activities and tasks.

Resolution No.24-20-A CI

BY: \_\_\_\_\_

A RESOLUTION APPROPRIATING MONIES FOR CURRENT EXPENSES OF THE MUNICIPAL CORPORATION

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

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

Section 1. There is hereby an appropriation of the unappropriated balance of the 335 Capital Improvement Fund, in the amount of \$25,727.99 (Continuous mower and trimmer replacement)

335.432.5331	60" Mower	17,199.00
335.432.5331	48" Mower	8,199.00
335.432.5331	Chute for 60" mower	329.99

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

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

President of Council \_\_\_\_\_

Attest Clerk of Council \_\_\_\_\_

Date filed with Mayor \_\_\_\_\_

Date approved by Mayor \_\_\_\_\_

Mayor \_\_\_\_\_

Approved as to form Director of Law \_\_\_\_\_, \_\_\_\_\_

RESOLUTION NO. 24-21

BY: \_\_\_\_\_

**A RESOLUTION AUTHORIZING THE CONVEYANCE OF CERTAIN REAL PROPERTY NOW OWNED BY THE CITY OF NEWARK, OHIO TO NEWARK DEVELOPMENT PARTNERS AS ITS AGENT FOR INDUSTRIAL, COMMERCIAL, DISTRIBUTION, AND RESEARCH**

**WHEREAS**, the City of Newark, Ohio currently owns various parcels of real property throughout the City which are of no value in their current state of development; and,

**WHEREAS**, the subject property, because of its size, location, and zoning restrictions, is not currently suitable for any municipal purpose; and,

**WHEREAS**, the City desires to convey the subject property to Newark Development Partners, a Community Improvement Corporation serving as the agent of the City of Newark for growth and development; and,

**WHEREAS**, the City of Newark and Newark Development Partners have entered into an Amended Designated Agency Agreement authorizing the transfer of real property owned by the City and controlling the manner in which such property may then be developed and/or transferred by Newark Development Partners and the manner in which any revenues generated from such development and transfer are to be disbursed; and,

**WHEREAS**, the conveyance of the subject real property would promote the general welfare and stabilize the neighborhood in question, assist in development, and promote the reclamation, rehabilitation, and reutilization of such real property; and,

**WHEREAS**, this matter was considered in regular session of 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, STATE OF OHIO, THAT:**

SECTION ONE: The Director of Public Service is hereby authorized to convey the following listed parcel of real property located within the City of Newark to Newark Development Partners, a Community Development Corporation, pursuant to the terms and conditions of the Amended Designated Agency Agreement previously approved by this Council at Resolution 23-20:

East Main Street (formerly 304 East Main Street, Newark, Ohio, being located on East Main Street between Arch Street (to the west) and Webb Street (to the east), Parcel # 054-186388-00.000.

SECTION TWO: Council hereby declares the subject real property to no longer be needed by the City of Newark, Ohio for any municipal purpose and that the City's interests are best served by conveyance to Newark Development Partners subject to the agreed upon disbursement of and future revenues generated therefrom.

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

Passed this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
PRESIDENT OF COUNCIL

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

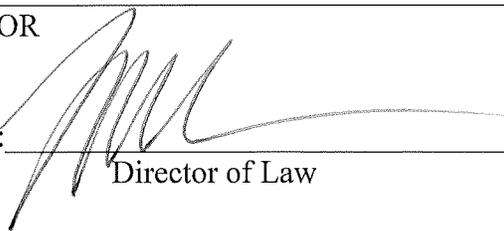
Clerk of Council

DATE FILED WITH MAYOR: \_\_\_\_\_

DATE APPROVED BY MAYOR: \_\_\_\_\_

\_\_\_\_\_  
MAYOR

FORM APPROVED: \_\_\_\_\_

  
Director of Law

Prepared by the Office of the Director of Law

Resolution No.24-23

BY: \_\_\_\_\_

A RESOLUTION APPROPRIATING MONIES FOR CURRENT EXPENSES OF THE MUNICIPAL CORPORATION

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

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

Section 1. There is hereby an appropriation of the unappropriated balance of the 100 Fund, in the amount of \$2,500.00(Training for Clerk of Council Position)

100.102.5230	Temp Services	2,500.00
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Section 2. There is hereby an appropriation of the unappropriated balance of the 100 Fund, in the amount of \$340.00 (Req. funds be put back into Vehicle Maint. Private citizen hit Medic 4 and wanted to pay out of pocket for damages, amount is for parts and labor costs)

100.204.5274	Vehicle Maint.	340.00
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This resolution is a measure providing for an appropriation for current expenses of the municipal corporation; it shall go into effect pursuant to Section 4.07 of the Charter of the City of Newark, Ohio.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

President of Council \_\_\_\_\_

Attest Clerk of Council \_\_\_\_\_

Date filed with Mayor \_\_\_\_\_

Date approved by Mayor \_\_\_\_\_

Mayor \_\_\_\_\_

Approved as to form Director of Law \_\_\_\_\_,

Resolution No.24-24 Exp

BY: \_\_\_\_\_

A RESOLUTION APPROPRIATING MONIES FOR CURRENT EXPENSES OF THE MUNICIPAL CORPORATION

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

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

Section 1. There is hereby an appropriation of the unappropriated balance of the 100 General Fund, in the amount of \$4,260.79 (Overpayment of Claims from Molina Healthcare for EMS runs from 4/4/18 - 12/15/21)

100.115.5611.100	Refund of Payments	4,260.79
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Section 2. There is hereby an appropriation of the unappropriated balance of the 100 General Fund, in the amount of \$182,647.15 (EPA Market Development Grant - Star Wipers)

100.601.5621.765	Reimbursement of EPA Grant)	182,647.15
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Section 3. There is hereby an appropriation of the unappropriated balance of the 100 General Fund, in the amount of \$4,350.00 (The PD will be changing case mgt. software systems from Civica CMI to OCS by Step Mobile, there is a 1 time conversion cost of \$29,000. ODRC has agreed to pay 85%. Director Saad is asking the city to pay \$4,350 of the 1 time cost)

100.116.5536	Computer Hardware/Software	4,350.00
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This resolution is a measure providing for an appropriation for current expenses of the municipal corporation; it shall go into effect pursuant to Section 4.07 of the Charter of the City of Newark, Ohio.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

President of Council \_\_\_\_\_

Attest Clerk of Council \_\_\_\_\_

Date filed with Mayor \_\_\_\_\_

Date approved by Mayor \_\_\_\_\_

Mayor \_\_\_\_\_

,  
Approved as to form Director of Law \_\_\_\_\_,

Resolution No.24-25

BY: \_\_\_\_\_

A RESOLUTION APPROPRIATING MONIES FOR CURRENT EXPENSES OF THE MUNICIPAL CORPORATION

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

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

Section 1. There is hereby a disappropriation of the appropriated balance of the 100 General Fund, in the amount of \$8,035.00 (Purchase of Truck for Cemetery)

100.121.5331	Machinery & Equipment	8,035.00
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Section 2. There is hereby an appropriation of the unappropriated balance of the 221 Street Fund, in the amount of \$1,000.00 (PEP Grant to purchase Safety Signage)

221.302.5315	Street maint. Supplies	1,000.00
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Section 3. There is hereby an appropriation of the unappropriated balance of the 100 General Fund, in the amount of \$58,761.05 (Amount was rec'd as a reimbursement for 2023 CPT trng. From the State of Ohio, money must be kept separate from the General Fund and only used for law enforcement training purposes)

100.203.5220.2	Continuing Professional Education	58,761.05
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Section 4. There is hereby an appropriation of the unappropriated balance of the 665 CSO/Sewer Projects Fund, in the amount of \$57,000.00 (Change order #2 and #4 for UV Project. Memo expense reimbursed through OWDA loan)

665.764.5000764	Memo Expense UV upgrade WWTP	57,000.00
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This resolution is a measure providing for an appropriation for current expenses of the municipal corporation; it shall go into effect pursuant to Section 4.07 of the Charter of the City of Newark, Ohio.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

President of Council \_\_\_\_\_

Attest Clerk of Council \_\_\_\_\_

Date filed with Mayor \_\_\_\_\_

Date approved by Mayor \_\_\_\_\_

Mayor \_\_\_\_\_

Approved as to form Director of Law \_\_\_\_\_, \_\_\_\_\_

Resolution No.24-26 CI

BY: \_\_\_\_\_

A RESOLUTION APPROPRIATING MONIES FOR CURRENT EXPENSES OF THE MUNICIPAL CORPORATION

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

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

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

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

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

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

President of Council \_\_\_\_\_

Attest Clerk of Council \_\_\_\_\_

Date filed with Mayor \_\_\_\_\_

Date approved by Mayor \_\_\_\_\_

Mayor \_\_\_\_\_

Approved as to form Director of Law \_\_\_\_\_, \_\_\_\_\_

RESOLUTION NO. 24-27

BY: \_\_\_\_\_

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

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

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

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

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

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

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

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

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

Passed this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
PRESIDENT OF COUNCIL

ATTEST: \_\_\_\_\_  
CLERK OF COUNCIL

DATE FILED WITH MAYOR: \_\_\_\_\_

DATE APPROVED BY MAYOR: \_\_\_\_\_

\_\_\_\_\_  
MAYOR

FORM APPROVED: \_\_\_\_\_  
DIRECTOR OF LAW

Prepared by the Office of the Director of Law

## COOPERATIVE AGREEMENT

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

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

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

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

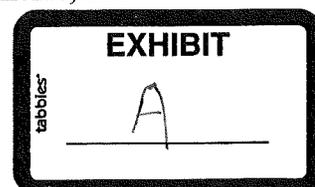
WHEREAS, the addition of a better drainage system will decrease water runoff in the area, avoiding potential property damage or injury; and,

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

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

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

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



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

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

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

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

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

**CITY OF NEWARK**

\_\_\_\_\_  
Director of Public Service

\_\_\_\_\_  
Date

**PROPERTY OWNERS**

\_\_\_\_\_  
Josh Greer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Alaina Greer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Spencer Barker

\_\_\_\_\_  
Date

\_\_\_\_\_  
Caileigh Hughes

\_\_\_\_\_  
Date

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

# Wilson's

## Lawncare & Landscaping

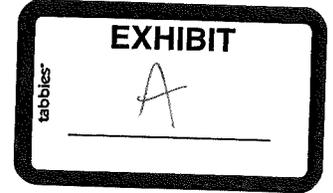
"Quality Service from the Ground Up"

www.WilsonsLawnCare.com

# Estimate

Date	Estimate #
2/9/2024	10167

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



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

**TERMS OF PAYMENT:**

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

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

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

Fuel Surcharges maybe applied to final invoice.

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

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

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

RESOLUTION NO. 24-28

BY: \_\_\_\_\_

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

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

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

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

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

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

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

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

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

Passed this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
PRESIDENT OF COUNCIL

ATTEST: \_\_\_\_\_  
CLERK OF COUNCIL

DATE FILED WITH MAYOR: \_\_\_\_\_

DATE APPROVED BY MAYOR: \_\_\_\_\_

\_\_\_\_\_  
MAYOR

FORM APPROVED: \_\_\_\_\_  
DIRECTOR OF LAW

Prepared by the Office of the Director of Law

## COOPERATIVE AGREEMENT

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

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

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

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

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

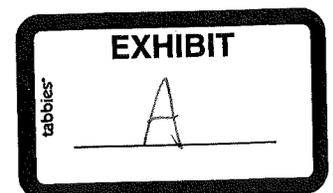
WHEREAS, the addition of a better drainage system will decrease water runoff in the area, avoiding potential property damage or injury; and,

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

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

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

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



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

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

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

**CITY OF NEWARK**

\_\_\_\_\_  
Director of Public Service

\_\_\_\_\_  
Date

**PROPERTY OWNERS**

\_\_\_\_\_  
Jason Dale Hottinger

\_\_\_\_\_  
Cheri Lynn Hottinger

\_\_\_\_\_  
Date



# STONEWALL ESTATES

SECTION ONE

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

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

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

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

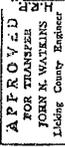
WITNESS  
*Robert W. Kays*  
*Wade Powers Jr.*  
BY WADE POWERS JR. PRESIDENT  
AND DONALD ROBINSON SEC. TREASURER

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 23 DAY OF March, 1968

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



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

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

ATTEST  
*Annita D. Handbell*  
CLERK/OF COUNCIL

THE LAND HEREON PLATTED TRANSFERRED, THIS 23 DAY OF March 1968  
TOTAL ACREAGE 15.697 FEE 3.32  
*George D. Bushman*  
LICKING COUNTY AUDITOR

RECEIVED FOR RECORDING THIS 23 DAY OF March 1968 AT 5:40 AND RECORDED THE 23 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  
*Robert E. Zilner*  
LICKING COUNTY RECORDER

62731

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

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

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

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

4208-1



4208-1

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

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

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

Richard E. Price President  
William E. Price Secretary

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

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

John J. Price  
 Notary Public, Licking County, Ohio  
 My commission expires on 2/25/1965 1965 11:23 a.m.

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

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 J. Price  
 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 28th day of September, 1962.

David E. Coffman  
 Licking County Auditor.

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

Fee: Plot \$ 2.45  
 Restriction \$ 5.00  
 Total \$ 7.45

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.

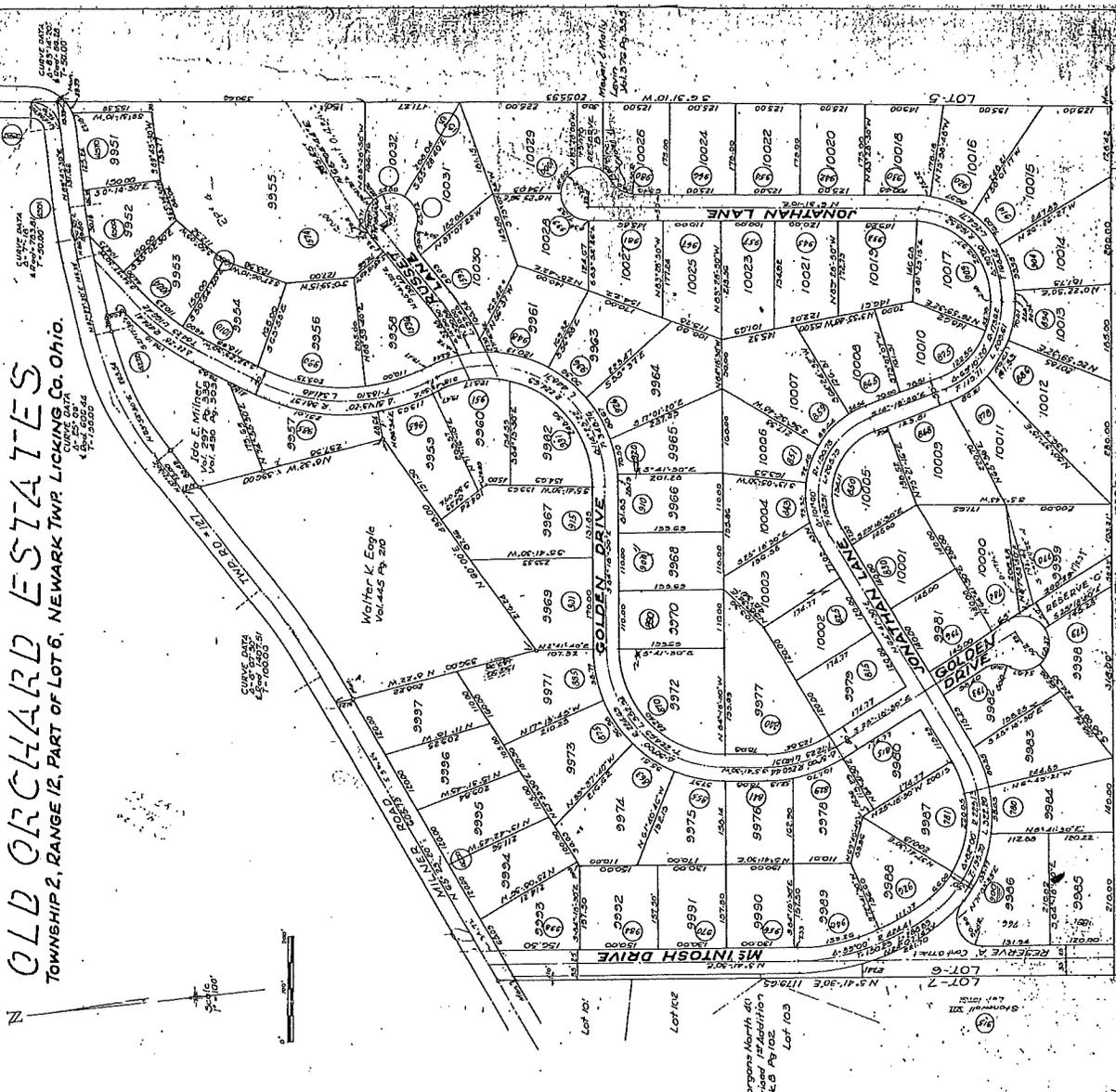
Iron pins are placed at all lot corners and curve points.

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 E. Price  
 City of Newark Planning Commission Secretary

This instrument prepared by: Allen R. Jones



APPROVED  
 William E. Price  
 City of Newark Planning Commission Secretary

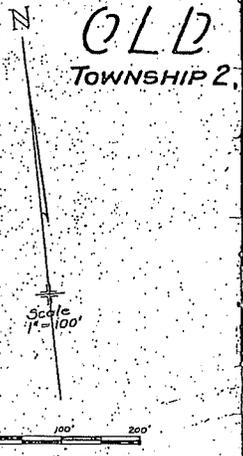
Fulton-Price, Inc., an Ohio Corporation, by its officers duly authorized herein, have caused the within delineated lands to be surveyed, laid out and platted as herein shown, and said corporation as the owners thereof does hereby dedicate to public use forever the Streets as designated and shown on said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

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

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

L. James Fisher  
George 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 29<sup>th</sup> 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. ...  
Thomas ...  
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

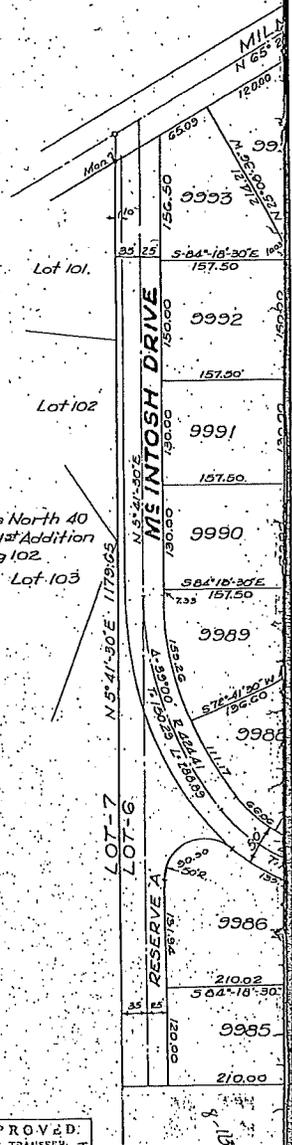
The above plat and attached restrictions were received for recording this 28th day of September, 1964, in Plat Book Vol. 8, Pages 113, 114 & 115

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

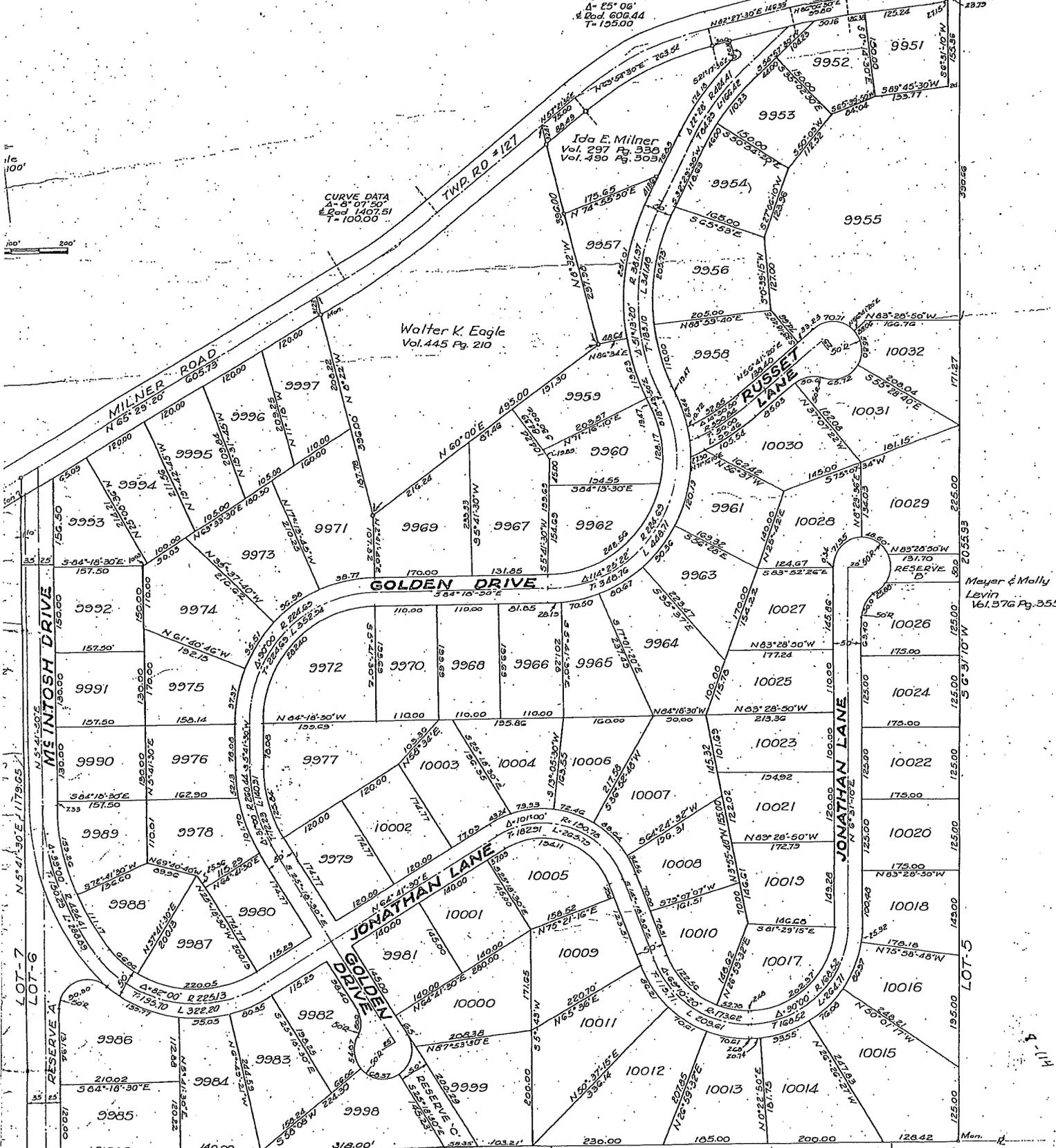
SEE INST # 199811030042060

This instrument prepared by: Alton R. Jobes



# OLD ORCHARD ESTATES

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



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

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





# 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**

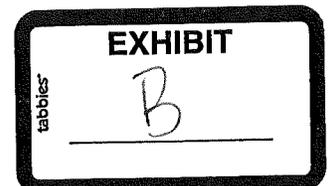
### EXCLUSIONS:

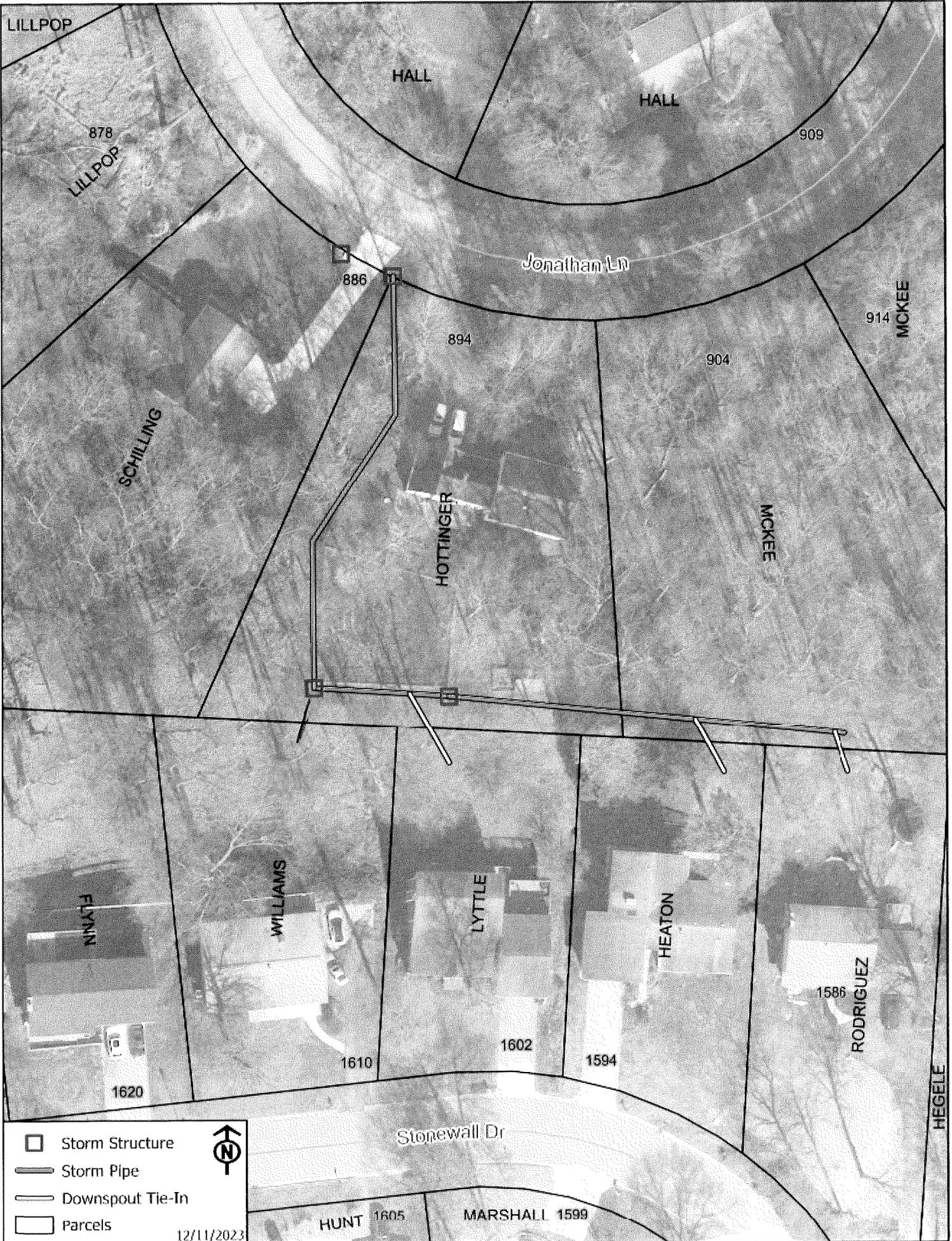
- Permits & Fees
- Soils Engineering & Testing
- Unsuitable Soils Removal & Replacement
- Tree Removal
- Damage/Replacement of Fencing
- Damage/Replacement of Driveways
- Existing Structures Condition
- Relocation and/or Removal of Existing Utilities (unless otherwise noted above)
- Soils Imported or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

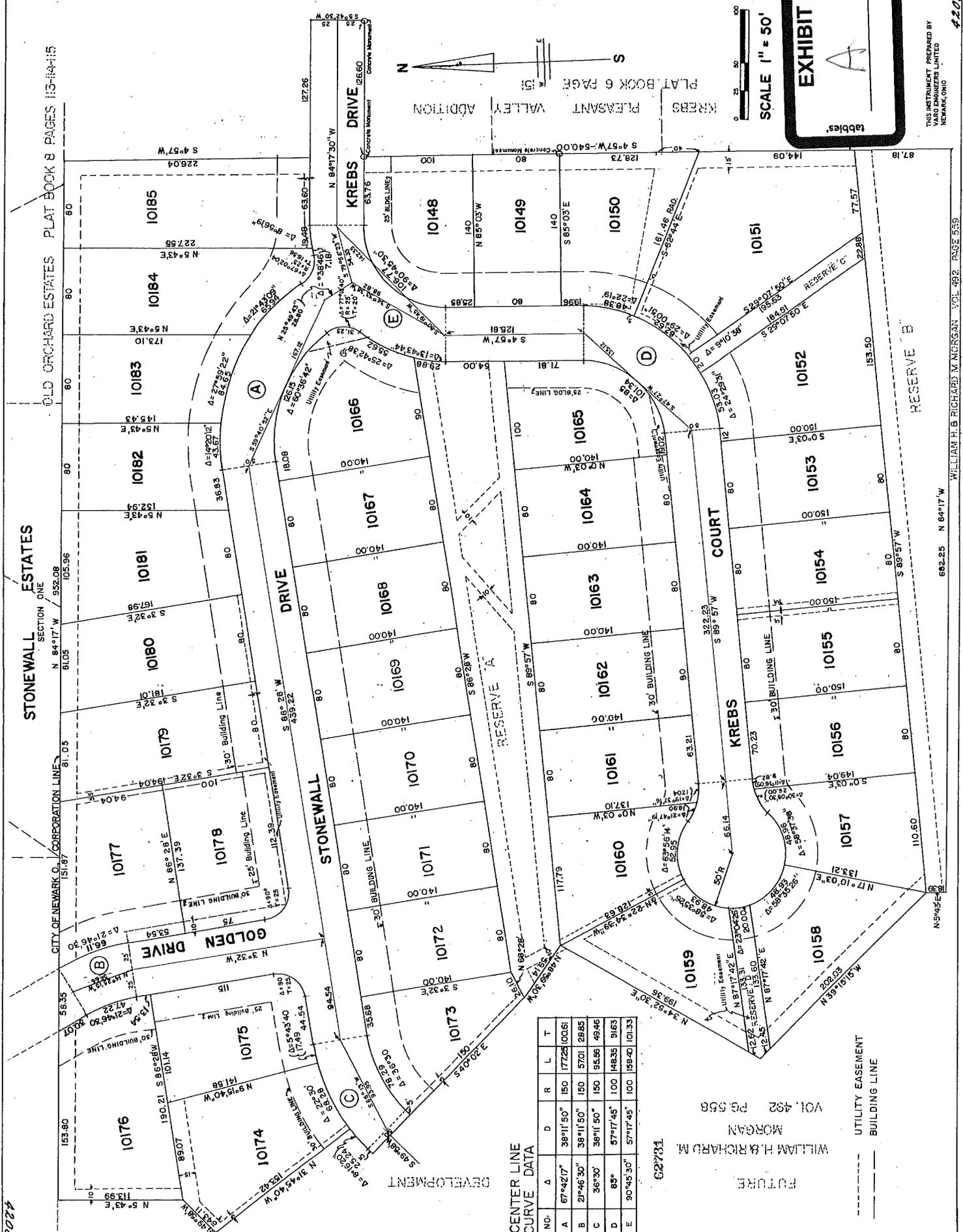
\_\_\_\_\_  
Property Owner Name

\_\_\_\_\_  
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	28885
C	36°30'	381'11.50"	150	9535	4946
D	85°	57'17.45'	100	14835	9163
E	90°43'30"	57'17.45'	100	15840	10133

62731  
 WILLIAM H. & RICHARD M. MORGAN  
 VOL. 492 PG. 568  
 FUTURE

UTILITY EASEMENT  
 BUILDING LINE

EXHIBIT

1" = 50'

SCALE

PLAT BOOK 6 PAGE 151

KREBS PLEASANT VALLEY ADDITION

tabbles

THIS INSTRUMENT PREPARED BY  
 VARD ENGINEERS LIMITED  
 NEWARK, ONT.

WILLIAM H. & RICHARD M. MORGAN VOL. 492 PAGE 568

682.55 N 64°17' W

N 5°43' 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 CORRECTLY 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 CONSTRUCTION, OPERATION AND MAINTNANCE OF PUBLIC UTILITIES ABOVE AND BENEATH THE SURFACE OF THE GROUND, AND WHERE NECESSARY ARE FOR THE CONSTRUCTION, OPERATION AND MAINTNANCE 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 13<sup>th</sup> DAY OF March, 1968

WITNESS

ARKAY HOMES INC.

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

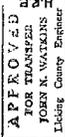
STATE OF OHIO  
LICKING COUNTY, OHIO

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 13<sup>th</sup> 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 13<sup>th</sup> 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 13<sup>th</sup> DAY OF March, 1968

ATTEST *Annabel A. Haudsdell*  
CLERK/OF COUNCIL

THE LAND HEREON PLATTED TRANSFERRED THIS 28<sup>th</sup> DAY OF March, 1968

TOTAL ACREAGE 15.897 FEE \$ 12.64  
*George D. Buchanan*  
LICKING COUNTY AUDITOR

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

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

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

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

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

THIS INSTRUMENT PREPARED BY VARO ENGINEERS LIMITED, NEWARK, OHIO



# OLD ORCHARD ESTATES

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

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

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

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

James D. Price President  
William S. Price Secretary

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

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

J. Dawson Stebbins  
Notary Public, Licking County, Ohio.  
My commission expires 07-15-1972.

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

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

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

Robert A. Johnson  
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: Plot \$100.00, Public Utility \$100.00, Total \$200.00.

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

A.R. JOHNS & ASSOCIATES, CONSULTING ENGINEERS, NEWARK, O.  
Robert E. Johnson  
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. Johnson  
City of Newark Planning Commission Secretary

This instrument prepared by: Robert E. Johnson



As shown on the plat, the building set back and Utility Easements shall be as set forth in the attached restrictions. Multiple Easements of Record. William S. Johnson, 161.452 P. 500

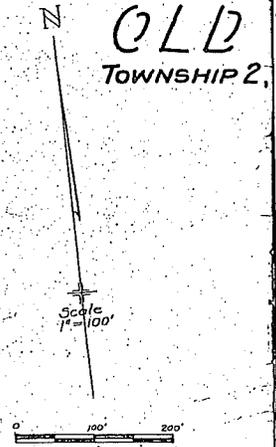
Fulton-Price, Inc., an Ohio Corporation, by its officers duly authorized herein, have caused the within delineated lands to be surveyed, laid out and platted as herein shown, and said corporation as the owners thereof does hereby dedicate to public use forever the Streets as designated and shown on said 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 28<sup>th</sup> 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 29<sup>th</sup> day of September, 1964.

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

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

A. R. Pound  
 Chairman, Newark Township Trustees.

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

John A. Washburn  
 Licking County Engineer.

The County Commissioners of Licking County, Ohio hereby approve this plat as dedicated this 28<sup>th</sup> 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

26230

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

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

Robert E. Wise  
 Licking County Recorder

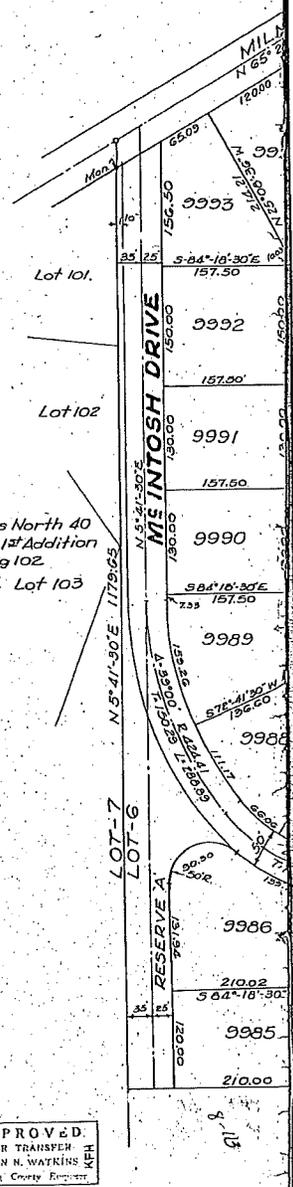
We do hereby certify, that we have surveyed the above premises, prepared the foregoing plat and that said plat is correct.  
 Iron pins are placed at all lot corners and curve points.

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

Alon R. Johes  
 Registered Surveyor # 5006

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

Robert R. Francis  
 City of Newark Planning Commission Secretary



For Modification of Restrictions  
 See Deed record Vol 648 Pg 353

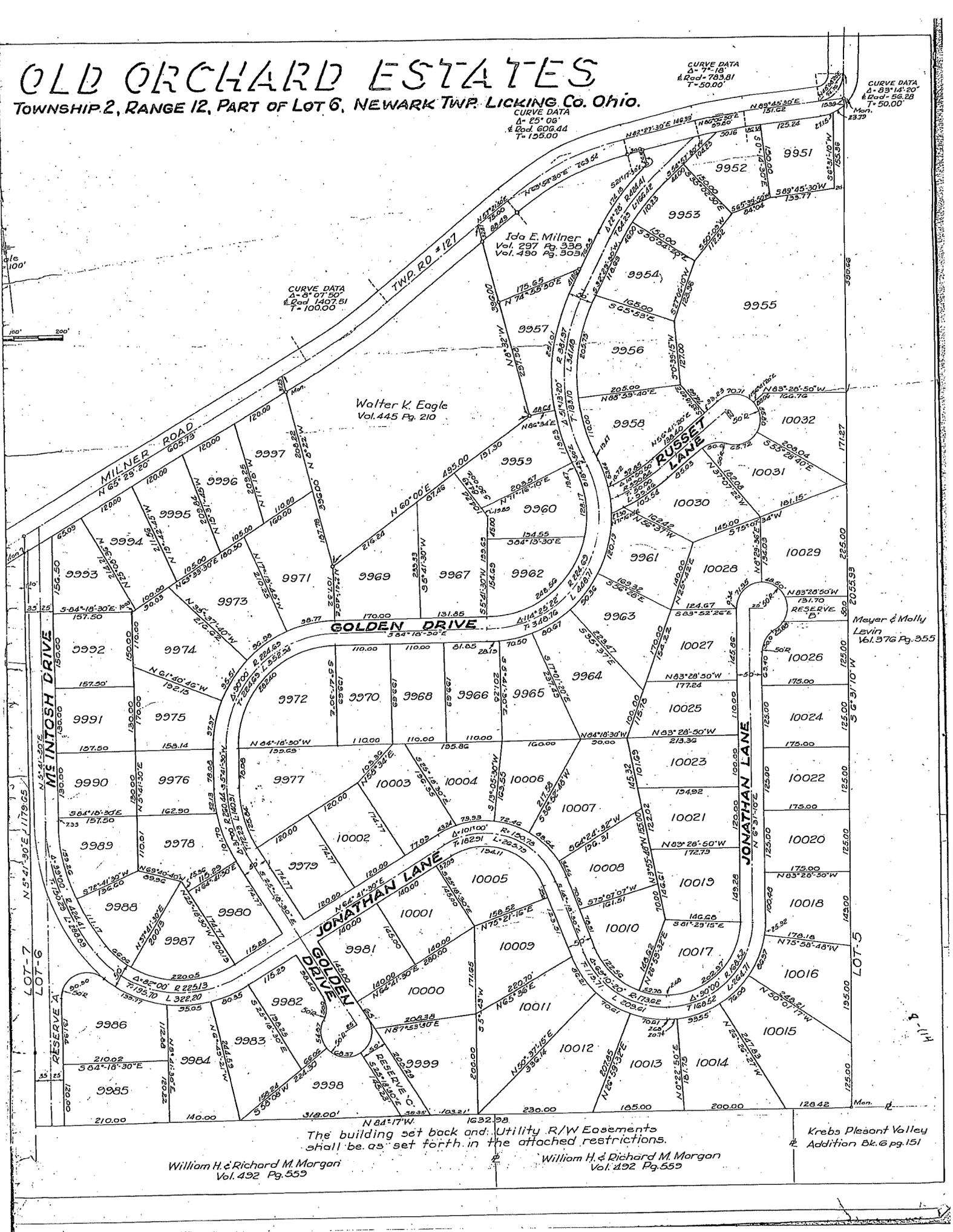
APPROVED  
 FOR TRANSFER  
 JOHN N. WATKINS  
 Licking County Engineer

SEE INST # 199811030042060

This instrument prepared by: Alon R. Johes

# OLD ORCHARD ESTATES

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



CURVE DATA  
 $\Delta = 7^{\circ} 18'$   
 $\pm Rcd = 783.91$   
 $T = 50.00$

CURVE DATA  
 $\Delta = 25^{\circ} 08'$   
 $\pm Rcd = 606.44$   
 $T = 155.00$

CURVE DATA  
 $\Delta = 8^{\circ} 07' 50''$   
 $\pm Rcd = 1407.61$   
 $T = 100.00$

CURVE DATA  
 $\Delta = 23^{\circ} 14' 20''$   
 $\pm Rcd = 55.28$   
 $T = 50.00$

Walter K. Eagle  
 Vol. 445 Pg. 210

Ida E. Milner  
 Vol. 297 Pg. 338  
 Vol. 490 Pg. 303

Meyer & Molly  
 Levin  
 Vol. 376 Pg. 355

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**

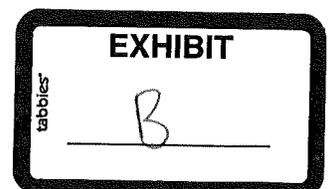
### EXCLUSIONS:

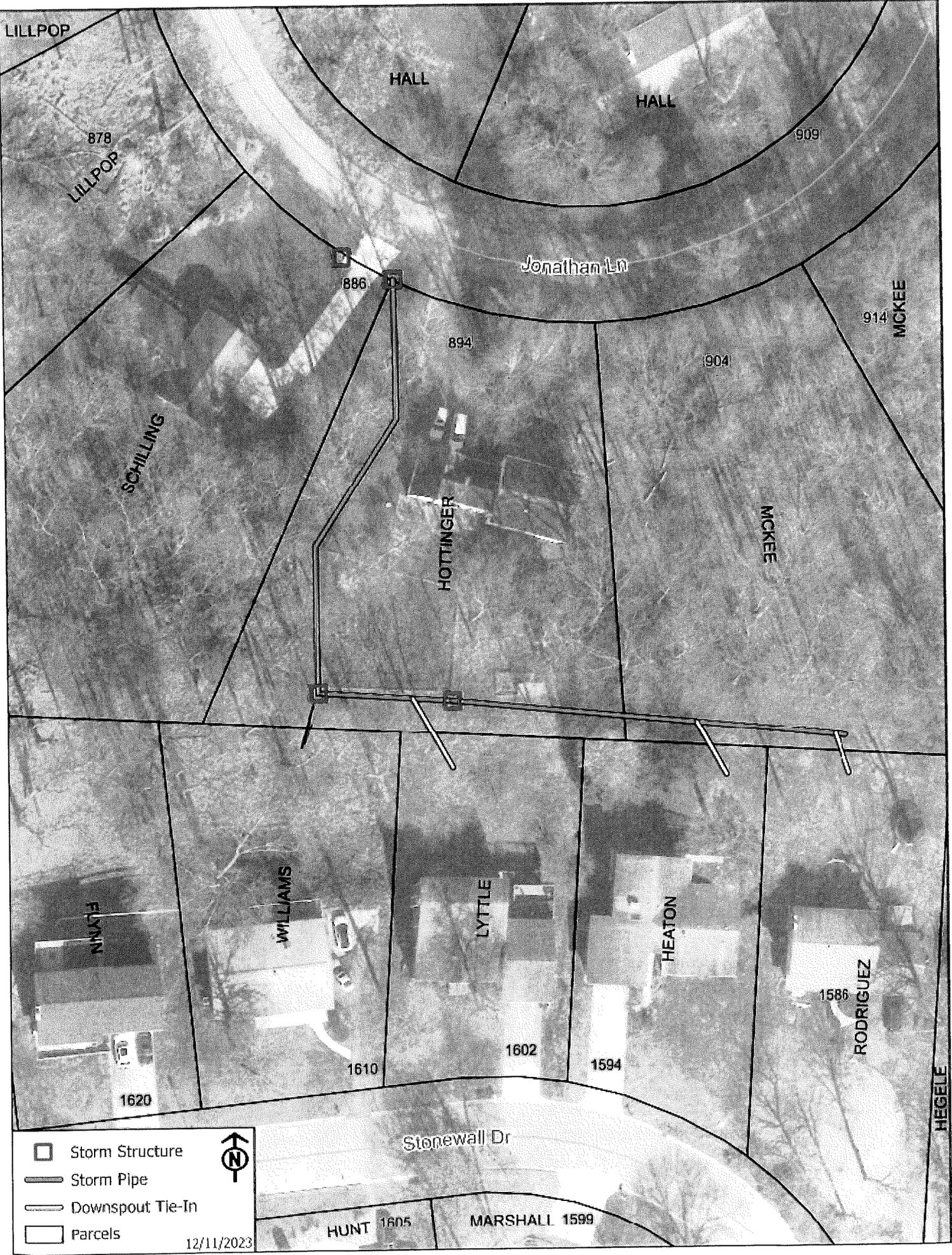
- Permits & Fees
- Soils Engineering & Testing
- Unsuitable Soils Removal & Replacement
- Tree Removal
- Damage/Replacement of Fencing
- Damage/Replacement of Driveways
- Existing Structures Condition
- Relocation and/or Removal of Existing Utilities (unless otherwise noted above)
- Soils Imported or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

### QUALIFICATIONS:

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

Sincerely,  
 Richard Tury





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



12/11/2023

BY: \_\_\_\_\_

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

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

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

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

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

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

WHEREAS, Jeff Hotchkiss is hereby authorized and directed to execute and file an application with the Ohio Department of Natural Resources and to provide all information and documentation required to become eligible for possible funding assistance; and,

WHEREAS, the City of Newark does agree to obligate the funds required to satisfactorily complete the proposed project and become eligible for reimbursement under the terms of the **NatureWorks Grant Program**.

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

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

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

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

ADOPTED THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024

\_\_\_\_\_, PRESIDENT OF COUNCIL

\_\_\_\_\_, ATTEST, CLERK OF COUNCIL

\_\_\_\_\_, DATE FILED WITH THE MAYOR

\_\_\_\_\_, DATE APPROVED BY MAYOR

\_\_\_\_\_, MAYOR

\_\_\_\_\_, FORM APPROVED BY LAW DIRECTOR