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

ORDIN	V A N	CE NO.	24-11
UNIJII	N/AIN'	CIDINO.	∠ -11

BY	
AN ORDINANCE AMENDING SECTION 890.13(A) OF THE CODIFIE 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 as provide sufficient funding for the Capital Improvement needs of the City of Newa Ohio; and,	
WHEREAS, modifications to such allocations have been made over time as a reflect of the City's current Capital Improvement needs as well as demands imposed by general operating expenses of the City; and	
NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY ONEWARK, COUNTY OF LICKING, AND STATE OF OHIO, THAT:	OF
Section 1. That Section 890.13(a) of the Codified Ordinances of the City of Newark nereby 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 'General Fund' and said funds shall be distributed in the following manner:	the
1. First, such part therefore as shall be necessary to defray all expenses of collection the tax and of administering and enforcing the provisions of this chapter.	ing
2. Second, such part hereof as shall be necessary to defray the general operate expenses of the City, NOT TO EXCEED EIGHTY-FIVE PERCENT (85%) of collections of the Income Tax Revenue.	_
3. Third, after the general operating expenses of the City have been satisfied, remaining amount, NOT TO EXCEED FIFTEEN PERCENT (15%), shall deposited into the Capital Improvement Fund.	
Section 2: This Ordinance shall become effective at the earliest date permitted pursu to Article 4.07 of the Charter of the City of Newark, Ohio.	ant
Passed thisday 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 Mayo	or:		
		 Mayor	
Approved as to form: _	Tricia M. Mo	Uma- ore	

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 <u>Public Service</u> , DIVISION OF <u>Water Administration</u> BY <u>THE RE-CLASSIFICATION</u> OF <u>Account Clerk Part-Time</u> , AND SETTING THE
COMPENSATION THEREFORE.
WHEREAS, the Division ofWater Administrationhas 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 <u>Account Clerk Part-Time</u> shall receive compensation and benefits as set forth in the current <u>Pay Range 33 - AFSCME L2963 Collective Bargaining Agreement</u> . 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 WI	TH MAYOR	
DATE APPROVE	ED BY MAYOR	
		MAYOR
A DDD OLWED A G	TO FORM	
APPROVED AS	TO FORM	Director of Law

*Strength authorization table

Active	Position Number	Description	Department	BenefitGroup
			706 - Water	MGMT
Yes	2.706.210.01	Water Administrator	Admin	EXEMPT
			706 - Water	MGMT
Yes	2.706.213.01	Utilities Engineer	Admin	EXEMPT
			706 - Water	MGMT
Yes	2.706.230.01	Business Manager	Admin	EXEMPT
			706 - Water	MGMT
Yes	2.706.231.01	Project Manager	Admin	EXEMPT
			706 - Water	MGMT
Yes	2.706.233.01	Construction Services Manager	Admin	EXEMPT
			706 - Water	
Yes	3.706.250.01	Customer Service Coordinator	Admin	AFSCME-FT
			706 - Water	
Yes	3.706.330.01	Environmental System Technician	Admin	AFSCME-FT
			706 - Water	
Yes	3.706.601.03	Account Clerk Part Time	Admin	AFSCME-FT
			706 - Water	A ECCNAE ET
Yes	3.706.617.01	Customer Account Representative	Admin	AFSCME-FT
			706 - Water	A ECCNAE ET
Yes	3.706.617.02	Customer Account Representative	Admin	AFSCME-FT
		A LB	706 - Water	AFSCME-FT
Yes	3.706.617.03	Customer Account Representative	Admin 706 - Water	Arscivie-ri
	0 700 647 04	C. I At Danuacantativa	Admin	AFSCME-FT
Yes	3.706.617.04	Customer Account Representative	706 - Water	AF3CIVIL-F1
.,	2 706 647 05	Customer Assount Penrocentative	Admin	AFSCME-FT
Yes	3.706.617.05	Customer Account Representative	706 - Water	ALDOMETT
Vaa	3.706.617.06	Customer Account Representative	Admin	AFSCME-FT
Yes	3.706.617.06	Customer Account Representative	706 - Water	, 11 0 0 11 1 1
Yes	3.706.655.01	Training Safety Coordinator	Admin	AFSCME-FT
162	3.700.033.01	Training Surety Coordinator	706 - Water	
Yes	3.706.695.01	Systems Analyst	Admin	AFSCME-FT
103	5.700.055.01	0,000	706 - Water	
Yes	4.706.662.02	Financial Secretary	Admin	NON-BARG FT
103	, 00.002.02	,,	706 - Water	
No	3,706,600.01	Account Clerk	Admin	AFSCME-FT

CITY OF NEWARK POSITION DESCRIPTION

An equal opportunity employer

POSITION TITLE	DEPARTMENT/DIVISION
Account Clerk Part-Time	Service/Water Administration
APPOINTING AUTHORITY	REPORTS TO
Service Director	Business Manager
FLSA STATUS	PART-TIME/FULL-TIME
Non-Exempt	Full-time/Part-time
AFFILIATION	PAY RANGE
AFSCME Local 2963	<u>33</u>
SUPERVISORY RESPONSIBILITIES	POSITION DESCRIPTION APPROVAL
No	Revised HR/WTR 02.26.24
TODOGE	

PURPOSE

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

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.

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

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	A CI			
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	BY:				
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	A RESOLUTION APPRO	PRIATING MON	NIES FOR CURRENT EXPENS	ES OF THE MUN	IICIPAL CORPORATION
		•			
	NOW, THEREFORE, BE	IT RESOLVED B	Y THE COUNCIL OF THE CIT	Y OF NEWARK,	COUNTY OF LICKING, STATE OF OHIO.
					f the 335 Capital Improvement Fund, in the
335.432.5331 60" Mower 17,199.00	335.432.5331		60" Mower	17,199.00	
335.432.5331 48" Mower 8,199.00	335.432.5331		48" Mower	8,199.00	
335.432.5331 Chute for 60" mower 329.99	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.	Adopted this	day of	, 2023.		
President of Council	President of Council _				
Attest Clerk of Council	Attest Clerk of Counci	I			
Date filed with Mayor Date approved by Mayor					
Mayor	Mayor			_	
Approved as to form Director of Law,,	Approved as to form [Director of Law			

RES	OLUTION NO	27-21	

211 21

BY: ______ A RESOLUTION AUTHORIZING THE CONVEYANCE OF CERTAIN REAL

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:

<u>SECTION ONE</u>: 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.

<u>SECTION TWO</u>: 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.

<u>SECTION THREE</u>: 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	
	H MAYOR:	
DATE APPROVED	BY MAYOR:	
MAY FORM APPROVED	//////	
	Director of Lav	√

Resolution No.24-23			
BY:			
A RESOLUTION APPROPRIATING MON	NIES FOR CURRENT EXPENSES OF 1	THE MUNICIPAL CORPORATION	
WHEREAS, to properly, efficiently and there is an immediate requirement for			erest of its citizens,
NOW, THEREFORE, BE IT RESOLVED B	Y THE COUNCIL OF THE CITY OF N	EWARK, COUNTY OF LICKING, STATE	OF OHIO.
Section 1. There is hereby an appr \$2,500.00(Training for Clerk of Counc		alance of the 100 Fund, in the amou	ınt of
100.102.5230	Temp Services	2,500.00	
is for parts and labor costs) 100.204.5274 This resolution is a measure providing effect pursuant to S	Vehicle Maint. g for an appropriation for current Section 4.07 of the Charter of the		on; it shall go into
Adopted 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			

Resolution No.24-24 Exp			
BY:			
A RESOLUTION APPROPRIATING MONIES FOR	R CURRENT EXPENSES OF THE	MUNICIPAL CORP	ORATION
WHEREAS, to properly, efficiently and exped there is an immediate requirement for a cert		•	in the best interest of its citizens,
NOW, THEREFORE, BE IT RESOLVED BY THE C	OUNCIL OF THE CITY OF NEW	ARK, COUNTY OF	LICKING, STATE OF OHIO.
Section 1. There is hereby an appropriatio \$4,260.79 (Overpayment of Claims from Moli			
100.115.5611.100	Refund of Payments	4,260.79	
Section 2. There is hereby an appropriatio \$182,647.15 (EPA Market Development Gran		nce of the 100 Ger	neral Fund, in the amount of
100.601.5621.765	Reimbursement of EPA Grant)	182,647.15	
Section 3. There is hereby an appropriatio \$4,350.00 (The PD will be changing case mgt. conversion cost of \$29,000. ODRC has agreed	software systems from Civic	a CMI to OCSS by S	Step Mobile, there is a 1 time
100.116.5536	Computer Hardware/Software	4,350.00	
This resolution is a measure providing for an effect pursuant to Section 4	appropriation for current exp 4.07 of the Charter of the City		cipal corporation; it shall go into
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 CORPO	ORATION	
WHEREAS, to properly, efficiently and expedithere is an immediate requirement for a certain		•	in the best interest of its citizens,	
NOW, THEREFORE, BE IT RESOLVED BY THE CO	OUNCIL OF THE CITY OF NEW	ARK, COUNTY OF L	ICKING, STATE OF OHIO.	
Section 1. There is hereby a disappropriation \$8,035.00 (Purchase of Truck for Cemetery)	on of the appropriated balan	ce of the 100 Gene	ral Fund, in the amount of	
100.121.5331	Machinery & Equipment	8,035.00		
Section 2. There is hereby an appropriation \$1,000.00 (PEP Grant to purchase Safety Sign		nce of the 221 Stree	et Fund, in the amount of	
221.302.5315	Street maint. Supplies	1,000.00		
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		
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		
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	G MONIES FOR CURRENT EXPENSES OF TH	IE MUNICIPAL CORF	PORATION
	itly and expeditiously conduct business of nent for a certain financial transaction as	•	in the best interest of its citizens,
NOW, THEREFORE, BE IT RESOL	VED BY THE COUNCIL OF THE CITY OF NE	WARK, COUNTY OF	LICKING, STATE OF OHIO.
	disappropriation of the appropriated bala Trouble Getting truck ordered in 2022 so	•	
335.432.5331	Machinery & Equipment	34,337.92	
335.432.5532	Vehicle	26580.00	
335.432.5331	Machinery & Equipment	3,517.00	
	oviding for an appropriation for current endeted in to Section 4.07 of the Charter of the Ci	•	cipal corporation; it shall go into
Adopted this day of	f, 2024.		
President of Council			
Attest Clerk of Council			
Date filed with Mayor Date approved by Mayor			
Mayor			
, Approved as to form Director o	f Law		

resolution no. $24-27$	
BY:	
OF NEWARK, OHIO, TO ENTER GREER, ALAINA GREER, CAILEIG	THE DIRECTOR OF PUBLIC SERVICE FOR THE CITY INTO A COOPERATIVE AGREEMENT WITH JOSH GH HUGHES, AND SPENCER BARKER, SUBJECT TO S, FOR CONSTRUCTION OF A DRAINAGE SYSTEM
property Owners Caileigh Hughes and	s Josh Greer and Alaina Greer are in possession of real Dr., Newark, Ohio, Parcel No. 054-250866-00.000, and d Spencer Barker are in possession of real property located, Parcel No. 054-254034-00.000 (collectively referred to as
WHEREAS, the parcels owne occurring hill, leading to drainage issuneighborhood parcels; and,	ed by Property Owners are situated near a naturally ues which have negatively impacted the surrounding
WHEREAS, it is the City's de the safety of the community, to assist drainage concerns; and,	esire, in order to promote goodwill with its citizens and for Property Owners in funding the cost of repairing the
WHEREAS, the addition of a area, avoiding potential property dama	a better drainage system will decrease water runoff in the lage or injury; and,
WHEREAS, in order to effect into the Cooperative Agreement attack	ctuate this project, Property Owners and City desire to enter thed as Exhibit "A."
NOW, THEREFORE, BE IT R NEWARK, COUNTY O	RESOLVED BY THE COUNCIL OF THE CITY OF OF LICKING AND STATE OF OHIO, THAT:
SECTION ONE: The Direct enter into a cooperative agreement will drainage system.	tor of Public Service is hereby authorized and directed to ith Property Owners for the purpose of constructing a
SECTION TWO: This Resorby Article 4.07 of the Charter of the C	olution shall become effective at the earliest time permitted City of Newark, Ohio.
Passed this day of	. 2024.

_		
F	RESIDENT OF	COUNCIL

ATTEST:
CLERK OF COUNCIL
DATE FILED WITH MAYOR:
DATE FIELD WITH MATTER.
DATE APPROVED BY MAYOR:
DATE APPROVED BY WATOR.
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

EXHIBIT

Apple 1

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**

Estimate

Date	Estimate #	
2/9/2024	10167	

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

"Quality Service from the Ground Up' www.WilsonsLawnCare.com

EXHIBIT

Description Drainage Project - Scope of work: Alaina Greer	Qty 1	Rate	Total
Alaina Greer	1	 	
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 neight using existing soil. Grass Seed / Starter Fertilizer / Straw will be applied to disturbed areas for erosion purposes only.		5,016.85	5,016.85
Deposit of 1/2 down required. Remaining balance due upon completion.	Subtotal Sales Ta	x (7.25%)	\$5,016.85 \$0.00
TERMS OF PAYMENT: Pricing is good for (30) days. All prices subject to applicable sales tax.	Total	· (1120/0)	\$5,016.85

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 reciept 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 pershable 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. $94-28$ BY:
D1.
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, 2024.

Parallel and the same of the s		
PRESIDENT	OF COUNCIL.	

ATTEST:
CLERK OF COUNCIL
DATE FILED WITH MAYOR:
Difficult with with ord.
DATE APPROVED BY MAYOR:
DATE ATTROVED DT WATOR.
N. C. L. L. C. D.
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,

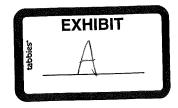
WHEREAS, the addition of a better drainage system will decrease water runoff in the area, avoiding potential property damage or injury; and,

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:

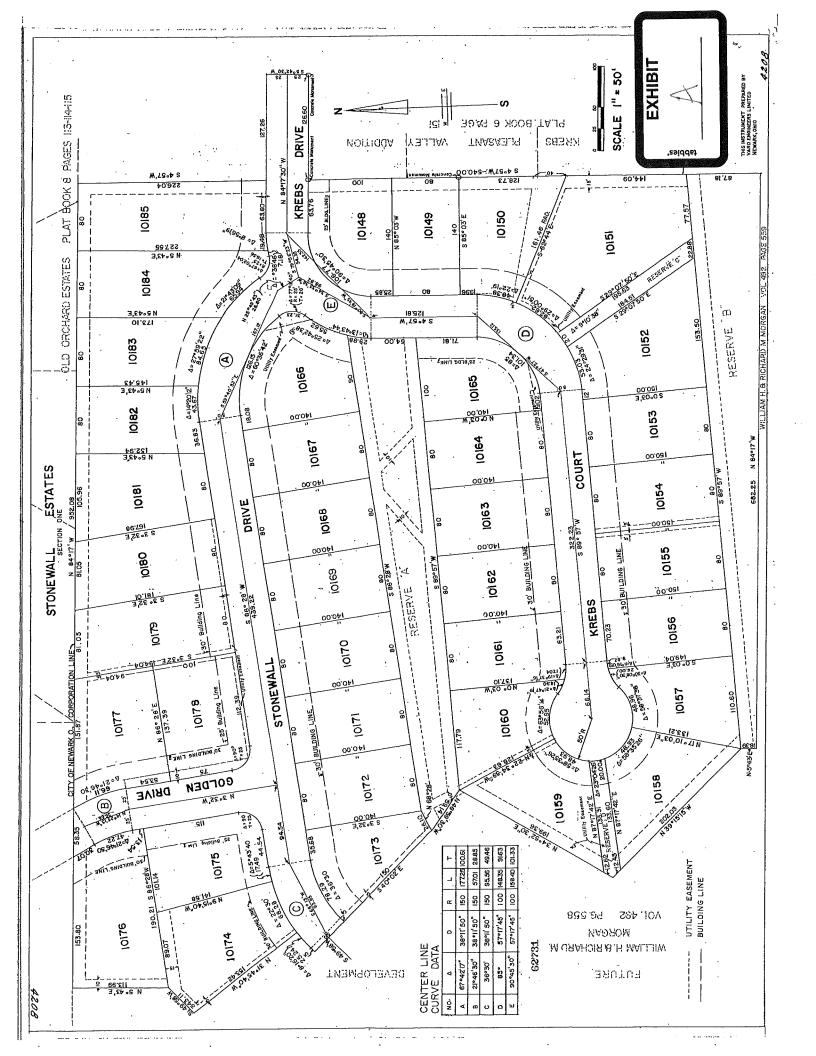
1. **RIGHT OF ENTRY.** In order to effectuate the intention of this Agreement, Property Owners shall permit the City or its authorized agents to enter upon its property for the purpose of performing inspections, surveying, or any other reasonable purpose at any reasonable time or times after the execution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



STONEWAL

ESTATES

SECTION

ONE

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

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 THE UNDERSIGNED ARKAY HOMES INC. BY WADE POWERS JR.,PRESIDENT AND DONALD ROBINSON SECRETARY TREASURERDULY AUTHORIZED IN THE PREMISES BY ACTION OF ITS BOARD OF DIRECTORS, OWNERS OF THE LAND 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 BENEATH 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 JOIN DAY OF THATELY 1968

WITNESS

ARKAY HOMES INC.

AND

STATE OF OHIO LICKING COUNTY OHIO

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

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THIS (23... DAY OF TITMEN (4... 1968



NOTARY PUBLIC, LICKING COUNTY, OHIO MY COMMISSION EXPIRES SEARCH 1

THIS LAYOUT OF STONEWALL ESTATES, BY RESOLUTION PASSED 2 DAY OF MAKES 1968 THE PLANNING COMMISSION OF THE CITY OF NEWARK, OHIO HEREBY APPROYES

_ DAY OF Massele 1968 THE COUNCIL OF THE CITY OF NEWARK, OHIO HEREBY APPROVES AND ACCEPTS THE DRIVES AND COURTS AS DELINEATED ON THIS PLAT OF STONEWALL ESTATE. SECTION ONE, BY ORDINANCE NO. 68-46. PASSED THIS. 18* DAY OF THIS AND THE AND THE

ATTEST PARTY OF COUNCIL

THE LAND HEREON PLATTED TRANSFERRED THIS 25 DAY OF MARCH 1968 TOTAL ACREAGE 15.897 FEE 3 5

LICKING COUNTY AUDITOR

RECEIVED FOR RECORDING THIS 28 DAY OF DAME 1968 AT 32 40 AND RECORDED THE 22 DAY OF DAME 1968 IN PLAT BOOK 2 PAGES 27-22-73 WITH RESTRICTIONS ATTACHED. 62731

RESTRICTIONS FEE 4.00 TOTAL FEE PLAT FEE

LICKING COUNTY RECORDER

NOTES

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

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

REG. SURVEYOR NO. 4626

THIS INSTRUMENT PREPÁRED BY VARO ENGINEERS LIMITED, NEWARK, OHIO

APFROVED POR TOWNER PORTON WATELING LICKNING COUNTY Engineer

4208-

3500ZZ 1 308 35 SOL 200Z4 0200X 3/00/8 14 DOO16 3352 \$@2001. (C)00/ \$ \$ \$2001 10021 3 60 (3e) \$2001 103-26-30"W W63-28'30'W V 03' 26' 50"W \$ 5568 # 3 0 0 TOWNSHIP 2, RANGE 12, PART OF LOT 6. NEWARK TWP. LICKING CO. OHIO. 0/00/ 2000i ES141-ES Ido E. Milner Vol. 297 Ap. 338 % Vol. 430 Ap. 303.M (a) //00/ 30000 (C) (S) 60001 3966 88 9365 cres 50.70 2962 (3) Walter K. Eogle Vol.445 Pg. 210 00000 All The Section of th 3968 ٧ 1 2 4 (B) 8866 9969 /0005 (B) (3) **8** 5 CURVE DATA 6-8-07-50: 1-8-0-1407-5/ 7-700:00 のなのにくない 8266 (19) 1266 9977 (§) 7666 3 9983 9973 (3) # B2566 15 STEE 10 Seec \$9266 2984 2766 (§) 9967 (S) 25 (19) 88 (19) 17: A STATE OF THE PARTY OF THE PAR 3985 3.04.58° 770 066 W 6860 (15) ± 9 2.321 2009 50 H<u>so</u>žv Š ,0, 10, 701107 Morgans Morth 40 \
Envised 1st Addition
5k.8 Pg 102 The state of the s Lot 103 ng Commission Secretary A. Ourus Charles.
Notory Public, Licking County Ohio.
My commission expires an Aris 1955 with Ric. The land hereon platted has been transferred this 20 of flythe but 1864. Addition of the definition of the description of the description of the same The Planning Commission of Newark Township hereby approves the loyout of Old Orchard Estates Addition by Resolution Na. passed this 13 day of Comm Instr. herein, those coused the within delineated lends to be surveyed, leid out and platted on so herein shown, and soid carporation as the owners thereof does herein shown, and soid carporation as the owners thereof does herein go devicate the public use trever the Streats as designated and shown a said lot having acquired title by deeds recorded in Yolume 516, page 431 and Yolume 518 page 431 and said yolume 518 page 432 and said yolume 518 page 431 and said yolume 518 page 432 and said yolume 518 page 431 and said yolume 518 page 5 an Ohio Corposotion, by its officers eleify authorized thin and eleifored to land's to be surveyed, loid out and soid corporation as the conners thereof Obess are tower the Other tower the Other tower the Chreek as designeted and shown an soid by deeds recorded in Volume 366, bear 431 and Secretary The County Commissioners of Licking County, Ohio hereby approves this plat as decicated this 22th day of Sapt. President The County Engineer of Licking County, Ohio, hereby approves the layout of Old Orchard Estates Addition this 28 day of Sept 1964 The Planning Commission of the City of Newark, Chic, hereby operaves this layout of Old Orchard Estates Addition this Leby of Addition. 1964 We do hereby cartify, that we have surveyed the above premises, prepared; e foregoing plat and that said plat is correct to the said plat is correct from that that from the foregoing plat and that said plat as and curve points. Chairman, Newark Township. Trustess. The above plat and attached restrictions were received for recording this 22 ft boy of Lytherway 1884 in Plat Book Vol. 8 - Pages 1/3, 1124/154 Fee: Plat Logy of Lytherway 1887 in Plat Book Vol. 8 - Pages 1/3, 1124/154 Fee: Plat Lytherway 1887 in Plat Licking County Commissioners Charles Colonery Auditoric County Engineer Mes a series City of Newark Planni 89 My con S. Q RO A. R. JOBES & ASSOCIATES - CONSUL Licking × . James Buch This instrument prepared by. Fu/ton 5377 . 7.4

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 575. Page 775 of the Licking County Records.

The dimensions of all Lats, Streets and Roads are marked on the Plat in fact, and decimal parts thereof: dimensions on Curves are characteristics. The Streets and Page 100 to the parts for designated to Public use are hereby dedicated for use are Ŋ. TOWNSHIP 2 Roads not heretofore dedicated to Public use are hereby dedicated for use as Signed and acknowledged in the presence of E. James Soular By M. Richard Fullow President By Myron E. Price Decretory \$\frac{5}{4}TE OF OHIO. COUNTY OF LICKING \$3.

\$\frac{1}{2} \text{ Defore me a Notary Public in and for said county, personally came the above named. 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.

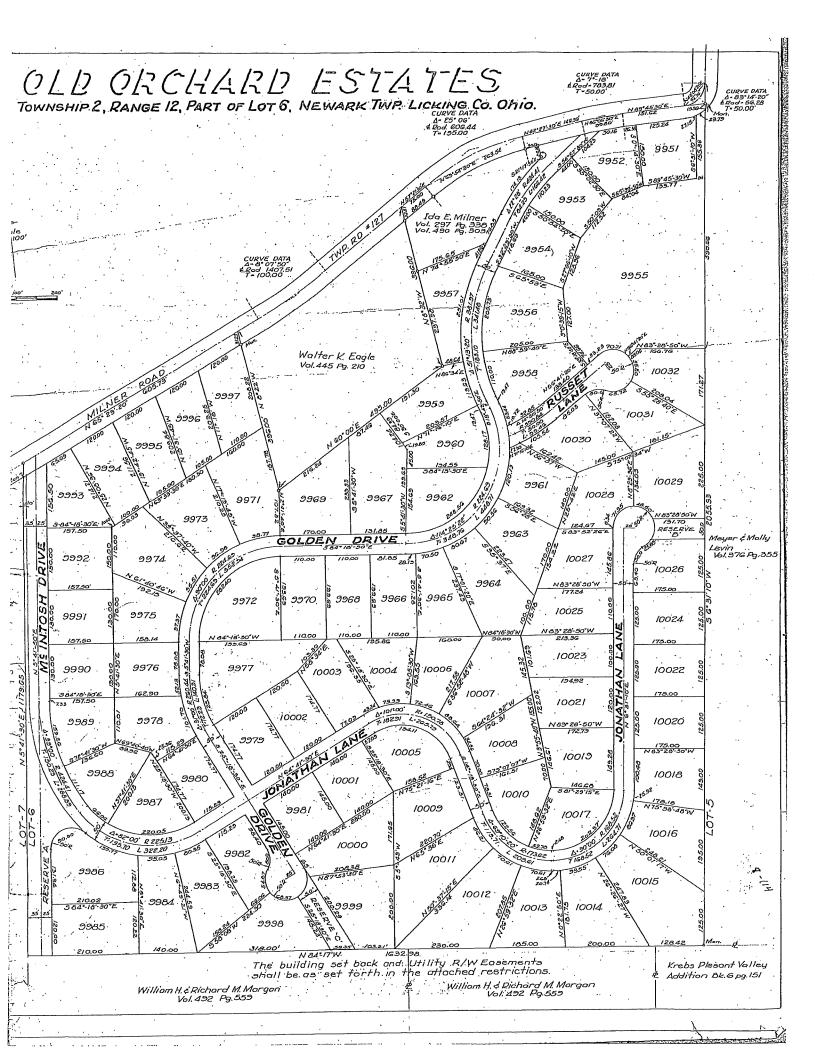
In witness whereof I have hereunto set my hand and affixed my notorial seal this \(23\frac{1}{2} \) day of \(\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{1}{2}\frac{ L. Daws Sandan Notary Public, Licking County Ohio.
My commission expires of Lote 1950 17.03 R.C. The Planning Commission of Newark Township hereby approves the layout of Old Orchard Estates Addition by Resolution No passed this 13 day of angul 1964 a. R. Pound Chairman, Newark.Township.Trustees. The County Engineer of Licking County Ohio, hereby approves the layout of Orchard Estates Addition this 28 day of Sept 1964 9993 Old Orchord Estates Addition this 28 A. Warding Lot 101. Licking County Engineer. The County Commissioners of Licking County, Ohio hereby approves this plat as dedicated this 28th day of Sept. 1964. 9992 Byron Van atta Lotioz 9991 Licking County Commissioners The land hereon platted has been transferred this 28 day of liptimen 1964 Total Acreage 37.932 Auditing Fee \$ 3.50 Morgans North 40 Pevised 1st Addition Bk.8 Pg lo2 Quel E. Coffman Licking abouty Auditorec 9990 26230 Lot 103 The above plat and attached restrictions were received for recording this 29 th day of fortubus 1964 in Plat Book Vol. 8 Pages 113, 1144/15

Fee: Plat \$ 8.64 7270:30 select AM - Recorded September 28, 1964

Destriction 8 5.00 Refer 6. 70.00

Total 8 13.64 Licking County Recorder 9989 We do hereby certify, that we have surveyed the above premises, prepared is foregoing plat and that said plat is correct. Iron pins are placed at all lot corners and curve points A. P. JOBES & ASSOCIATES - CONSULTING ENGINEERS, NEWARK, O. alom Pofes Registered Suckeyor \$ 5006 ; The Planning Commission of the City of Newark Ohio, hereby approves this layout of Orchard Estates Addition this 25 day of Affects 1964 City of Newark Planning Commission Secretary 4.44 APPROVED.
FOR TRANSFER # JOHN N. WATKINS # Litting County Engine For Modification of Restriction See Deed Record Vol 648 Pg 353 SEE INST # 199811030042060 This instrument prepared by Colon R Jeho

Ē



ORCHARD ESTATES
IK, LICKING COUNTY, A SUBBLYISION IN THE TOWNSHIP OF A

the following covenants agreements, conditions, provisions, assumins; restrictions and chages have been adopted by Pritter Rices, instructions and chages have been and duffern approvements; restrictions and chages have been and uniform approvements and great the control of a general, production of all presents of the state of th

ARTICLE II. Exceptions

All of the articles of their verticion shall uply to all loss secopt hat one of the articles of their verticions and apply to all loss secopt hat one of the articles of their verticions and happy to lock to 9935 at any time while all loss or any portion thereof is upone in while any of the articles of these sentitions apply to loss to the articles of these sentitions apply to loss to 9970, 9972, and 9977, and 99777, and 9977, and 9977, and 9977, and 9977, and 9977, and 99777, and 997777, and 9977777, and 997777, and 9977777, and 997777, and 9977777, and 997777, and 997777, and 997777, and 997777, and 997777,

Except in the case of lots 16. 1955, 1970, 1972 and 1977, and 1977

ARTICLE VIII. Right to Enforce

The restriction herein contained that remain with sud bit cland and whall time to the benefit of and be attendenable by Path and and whall time to the benefit of and be attendenable by Path that the property of the contained to the present we force to wonest plant include for such attent, and clause by Pathon Fries. Inc., I and contained, in side contained, to object to any violation of, or hardered to be restriction on restriction on restrictions herein contained, shall for the desired a support of the right to do so thereafted shall for or as to one contained.

ARTICLE IX . Duration of Restrictions

the first startifution contained herein shall continue in force initi the first start from the dry of francy. 7000, and shall be extended for a partial of 53 years without the day and distribute for successive puriose of 25 years without principal of 25 years without the without of 25 years without principal of 25 years without years with the containing these extractions and 10 fitted for incompaging with the openers of a najority of the long in said addition.

y reserved to annul, walve, change, nie right, then is hereby expressly enlarge and modify, any of the restrictions he

any ties will said lots or may pertion thereof are owned in whole or in part populate while the singular 5. Fries. Open the treatment on the population between E. Fries. Open the treatment on the population of the properties of

ARTICLE III. Nulsances

Wares shall not be eracted, constructed, suffered, prenatived, used, operated; or maintained as signature of any character; if any minimum of any character; whether or not burchinities specified, and if any think is excelled constructed, used, operated; or maintained and or of any of all prenatives, such minimum chains be the construction of any of all prenatives, such minimum can be constructed to the prenative shall be constructed therefore the construction of the prenative states of the prenative shall be constructed therefore the construction of the prenative states of the prenative shall not be constructed any prenative states that the construction of the prenative states of the prenative states of the prenative states of the construction of the states of the construction of the states of the states of the construction of the states of the

RITICIE IV. Use of Land

All of the Land included in estil tract, wheep as basedin

"In partient strong and acknowledged by Fathern Pates, Inc., for sometimes and satisfies and the concerned as any other for the forth in said addition. All instruments executed for the purpose or samulating, watering, changing any of the purpose or samulating, watering any of the purpose of samulating and purpose of samulating and purpose of samulating and purpose of the purpose of samulating and purpose of the purpose of samulating and purpose of the purpose of the

The said Fulton Fries, Inc., shall have the right to easign fig.
Artisle and Higher hereunder, and septically as to those she forth in.
Artisle of therein, to any person or persons of its choosing, without the
Mary land of the course to home or of and treater. Such sentiment
may be it activates of any or and the said treater. Such sentiment
may be it activated to the said the said treater is the said
Fulton Forder of Lichter Course; Only on the the said sentiment of the sentiment of

Reserves A. B and C as designated on the Plaf of this Addition within the property of the postule structed additation for street purposes. If within the recording of this Plats is public structs, hall but dedicated and constituted on land contiguous to and extending distently the terminas of may one or mer of said testera, upon the terminas of may one or mer of said testera, upon the terminas of maning commission, Platon Price, Inc.; its successors and said, as the contract of termina or testera or another struct to teste purposes, reserving to Pulton Price, Inc.; the successors and said of the said

Supplierly provided, shall be used for private residence purpose only. No brighting or buildings of any With objectivent him be served on any preaties, and only one supplies and an animatime bareaud or maintained and constructed for use of supplies and suppli

ARTICLE V. Building Lines

Me building or trintture or any portion thereof parts by original by original within thirty (30) feet of the right of my stabins of any road or integr.

MUTICIE IV. Approval of Pana.

No billiding shall be command or excited on any pression that and tract until the plant spacifications for and pick plane in the pression of the panal state of the same have been imbrided to any pression in static in the pression of the same have been imbrided to any pression in static in the pression of the same have been imbrided to any pression in static in the copy of static plans, and location have plan two fitted into the copy and plant, passed into the copy and plant and plant have an existent with the same properties of the copy and plant in the other same of the same plant in the other same plant in the other same in the same and the same and same and same and same and same and the same and s



QUOTE

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

Fax: 740-349-7101

PLAN SET DATE
DATE
QUOTE #
WAGE
VALID UNTIL

36,475.00

Jonathan Lane Project - Newark Stormwater Project

Storm Drainage Improvements

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

COMBINED TOTAL \$ 36,475.00

TOTAL \$

EXCLUSIONS:

Permits & Fees

Soils Engineering & Testing

Unsuitable Soils Removal & Replacement

Tree Removal

Damage/Replacement of Fencing

Damage/Replacement of Driveways

Existing Structures Condition

Relocation and/or Removal of Existing Utilities (unless otherwise noted above)

Soils Imported or Exported Off Site (unless otherwise noted above)

Soil Stabilization (unless otherwise noted above)

Concrete Placement (unless otherwise noted above)

Hydrovacing Existing Structures

QUALIFICATIONS:

Quote is good for 30 days.

Compaction is based on standard proctor.

Price is based upon performing all work quoted.

Items not specifically included, are excluded.

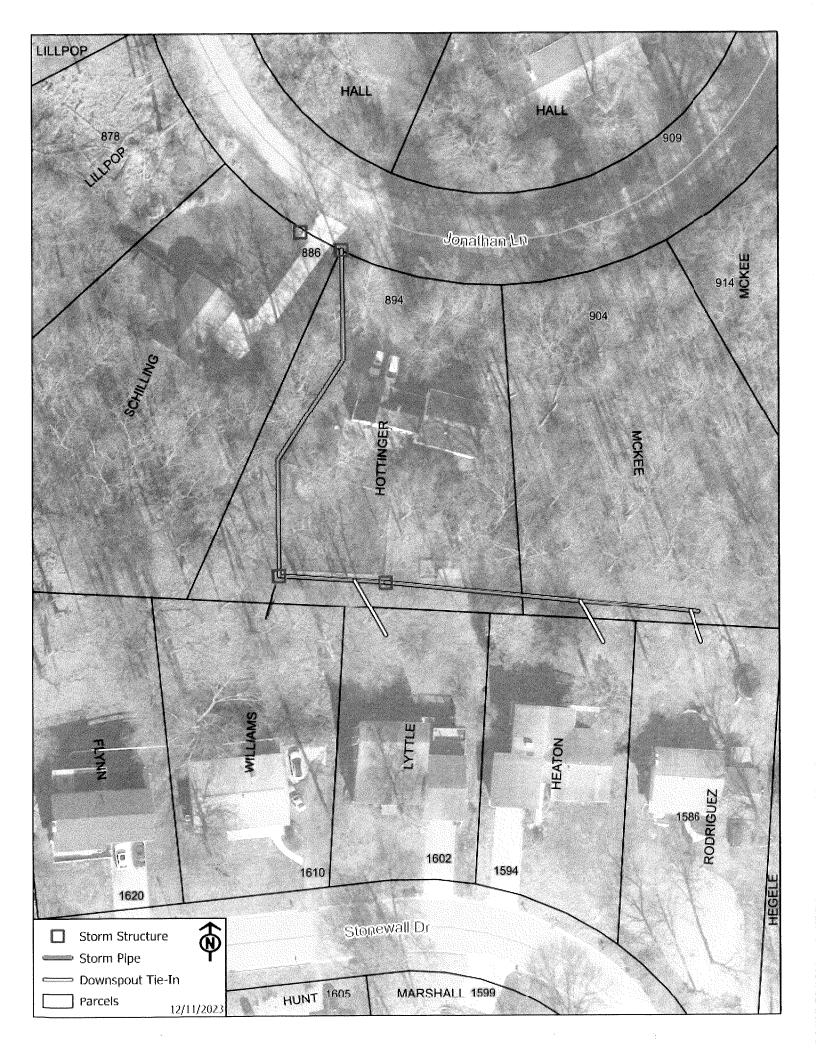
Scope of work meeting prior to contract signing.

Delays caused by material volatility are not at fault of Layton Inc.

Sincerely,

Richard Tury





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, Ol	hio,
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

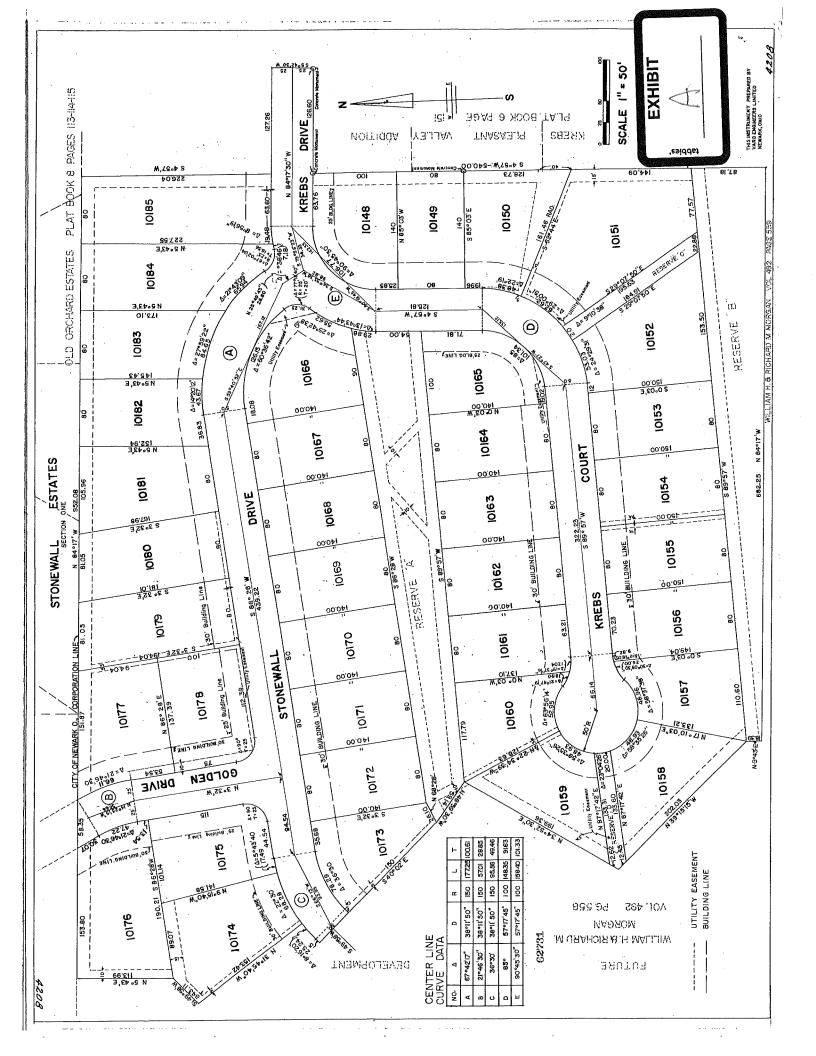


costs and other adjustments. In no case, however, shall such the City be responsible for significant additional financial contributions beyond the amount agreed above. In the event that the drainage project shall, in the future, require any maintenance, repairs, alterations, additions or modifications 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.

CITY OF NEWARK		
Director of Public Service	······································	Date
PROPERTY OWNER		
PROPERTY OWNER Property Owner Name	Signature	Date



STONEWALL

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-KENNEDY MORGAN,HIS WIFE AND RICHARD H.MORGAN AND MARIANNA KEEL ERMORGAN DISWIFF 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 PLATTACHED PLAT CORPECTLY 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 HERETOFORE, DEDICATED.

EASEMENTS ARE RESERVED WHERE INDICATED ON THE PLAT FOR CONST-RUCTION, OPERATION AND MAINTANCE OF PUBLIC UTILITIES ABOVE AND BENEATH 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 (32" DAY OF 11 ARC 10, 1968

ITNESS

ARKAY HOMES INC.

WADE POWERS JR. PRESIDENT

AND CONTRACTOR OF THE ASUR

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 ACKOWLEDGED THE SIGNING OF THE FOREGOING INSTRUMENT TO BETHEIN VOLUNTARY ACT AND DEED AND THE VOLUNTARY ACT AND DEED AND THE HERRIN EXPRESSED

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THIS (3). DAY OF TITHER (4). 1968



NOTARY PUBLIC, LICKING COUNTY, OHIO MY COMMISSION EXPIRES SONEY, 1972

ESTATES

THE PLANNING COMMISSION OF THE CITY OF NEWARK, OHIO HEREBY APPROVES THIS LAYOUT OF STONEWALL ESTATES, BY RESOLUTION PASSED 1.2 DAY OF 1/1/06254-1968

PLANNING COMMISSION SECRETARY

THE COUNCIL OF THE CITY OF NEWARK, ONIO 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 $-18\frac{2}{3}$. DAY OF \overline{Madde} 1968

ATTEST Printy O. Houdishill

THE LAND HEREON PLATTED TRANSFERRED THIS 25 DAY OF HARCH 1968
TOTAL ACREAGE 15.897 FEE 3 Contract of 15.5 Land

LICKING COUNTY AUDITOR

RECEIVED FOR RECORDING THIS 2.8 DAY OF DAME 1968 AT 3.70 AND RECORDED THE 2.9 DAY OF DAME 1968 IN PLAT BOOK 7 PAGES 27-72-73 62/31 WITH RESTRICTIONS ATTACHED.

PLAT FEE 864 804
RESTRICTIONS FEE 400
TOTAL FEE 76 12.64

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 I" DIA IRON PINS ALL UTILITY EASEMENTS IS WIDE UNLESS OTHERWISE SHOWN

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

REALL C RLAN

RICHARD E. KOHN REG. SURVEYOR NO. 4626 THIS INSTRUMENT PREPARED BY VARO ENGINEERS LIMITED, NEWARK, OHIO

4208-1

W.02.05.01N 0200 2200/8 (00 (m) 10024 ./\$ @10016 (3) 000/B V85758V 405.45.30 E (a) 70015 1002 (g) So E 6/00/ (\$) ezoo/ ٦ @ 5200/ 10021 V63-28:50'W \$566 \$953 N83*28'30'W (3) Top and the party of the sound The building set book and Utility RIW Rosements shall be as set forth in the affected restrictions gi Dộ OLD OLCHILLO ESTA15 TOWNSHIP 2, RANGE 12, PART OF LOT 6, NEWARK TWP LICKING GO. OHIO. 275.62.67.W 10010 21001 8000 (E) 3964 10001 100 E. Milner Vol. 297 Pp. 338 9 . (§) ••• (S)0966) 9966 201.25 300.25 9966 201.25 9966 2000 Sept 2000 5 ST (8) 6000/ DRIVE 3 2962 (3) Walter K. Eogle Vol.445 Pg. 210 William H. & Branard M. Morgan ٧ 10 Beec COLDEN)000Z (3) (8) E 2373 (9.6) 318.00 (3) 1166 3977 7666 ٩ 9996 8 6 B BLGG 3 15 S75C 2967 . (<u>§</u>) 99.67 (55) 886 100 PK 0668 3880 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 514 150 516 150 516 150 516 150 516 150 516 150 516 150 516 150 516 150 516 150 516 150 516 8866 (3.5) ISOTNI ISOTNI 8.521 8.69 E. 10101 107 10101 107 10101 107 201407 herein, how coused the within delineated lends to be surveyed, loid outhorized herein, how coused the within delineated lends to be surveyed, loid out and plotted as herein shown, and said corporation as the owners thereof does hereby dedicate to public use tower the Streets as designated and shown an said plot howing acquired this buy deced recorded in Volume 515 appear 431 and Volume 515 appear 516 and plot in feet and decinal parts thereoff, dimensions on Quives are enclosed on the plot in feet and decinal parts thereoff, dimensions on Quives are characticated for use as such, Easamants reserved and given where indicated on the plot in feet purposes not control of the pround. The restrictions affected here to reheave the plot for bublic Utility fully rewrithen herein. The undersigned further agrees that this addication is a coverant binding ourselves, our heres and assigns, forever, we have this 3.5° add outsided our hands. Signed and acknowledged in the presence of: City of Newark Planning Commission Secretary Notory Public. Licking County Ohio.
My commission expires or the state of the state A. R. JOBES & ASSOCIATES - CONSULTING ENGINEERS, NEWARK, O. The Planning Commission of Nework Township hereby approves the loyout of Orchard Estates Addition by Resolution Na passed this 13 day of Comm 1864. STATE OF OHIO, COUNTY OF LICKING SI
Defore man Notice you plant mond for abid county personally come the above named
Lichard Fulface proceeding and Migran E price, secretary of Fulfac Price Inc.
ond acknowledged the signing of the foregoing instrument to be their voluntary oct
and deed as president and secretary of the said Fulface. Price Inc.
In witness whereof I have hereunto set my hand and officed my notorial secithis—121—404 off—544—4—1054———1064— The County Commissioners of Licking County, Ohio hereby approves this plat as dedicated this 28th_day of Sapt______186.f__ The Planning Commission of the City of Nework, Ohio, hereby opproved this layout of Old Orchard Estates Addition this. 25_ day of Joseph Lestates Addition By Mileral Libert President By My word Secretory County, Ohio, hereby approves the layout of day of Sept 1964 We do hereby certify, that we have surveyed the above premises, prepared the foregoing plat and that said plat is carrect. Iron pins are placed at all let and curve paints. Chairman, Newark Township Trustess The above plat and affacted restrictions were received for recording this 22 th day of Apparatus, 1964. In Plot Dook Vol. 8 Pages 1/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (1247)/3 (124 Commissioners Chull B. Coffmen Licking Bounty Auditorie Licking County Engineer. ... Byon how are The County Engineer of Licking Old Orchard Estates Addition this 28

· 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 586, Page 491 and Volume 585 Page 175 of the Licking County Records.

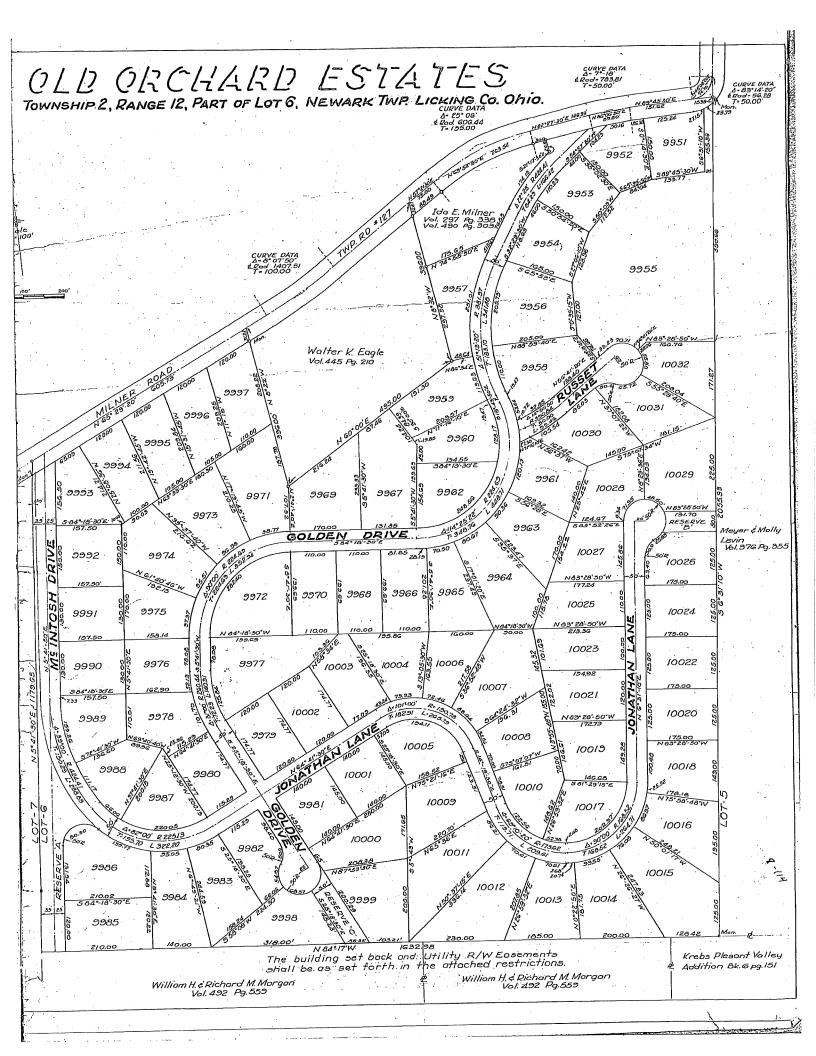
The dimensions of all Lots, Streets and Roads are marked on the Plat in feet and designal parts thereof dimensions on Climbes are should designed by the streets and so the plat in feet. TOWNSHIP 2 and decimal parts thereof, dimensions on Curves are chord distances. The Streets and Roads not heretofore dedicated to Public use are hereby dedicated for use as such. Easements reserved and given where indicated on the plot 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 22th day of CAA. of Settember 1964 here to affixed our hands. Signed and acknowledged in the presence of: L. James Sousky By My Richard Fulton President By Myrion E. Price Secretary STATE OF OHIO, COUNTY OF LICKING SS

Defore me a Notary Public in and for said county, personally came the above named of 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 offixed my notorial seal this 22 day of Structure 1964. L. Dans Sendon Notary Public, Licking County Ohio. My commission expires of that 1950 147.03 R.C. The Planning Commission of Newark Township hereby approves the layout of Orchard Estates Addition by Resolution No. passed this 13 day of august 1964 Old Orchard Estates Addition by Resolution No. a. R. Pound Chairman, Newark. Township. Trustees... The County Engineer of Licking County. Ohio, hereby approves the loyout of rchard Estates Addition this 28 day of Sept 1964 9993 Old Orchard Estates Addition this 28 Lot 101. Licking County Engineer. The County Commissioners of Licking County, Ohio hereby approves this plat as dedicated this 28th day of Sept. 1964. 9992 Byroy Var atta Lot 102 9991 Licking County Commissioners The land hereon platted has been transferred this 218 day of Siptimber 1964 Total Acreage 57.952_ Auditing Fee \$3.50_ Morgans North 40 9990 Revised Ist Addition Quell E. Coffman Licking County Auditorec BK.8 Pg 102 26230 Lot 103 584 16 36 E The above plat and attached restrictions were received for recording this 28 Ht day of September 1964 in Plat Book Vol. 8 . Pages 113,114+115

Fee: Plat & Sight + at 10:30 o'clock AM - Recorded September 28, 1964 9989 8_8.64_ Robert E. Win Licking County Recorder We do hereby certify, that we have surveyed the above premises, prepared e foregoing plat and that said plat is correct. Iron pine are placed at all lot corners and curve points A. R. JOBES & ASSOCIATES - CONSULTING ENGINEERS, NEWARK, O. Registered Sucreyor \$ 5006 9986 210.02 onning Commission of the City of Nework Ohio, hereby approves this layout Orchard Estates Addition this 12 day of Apple 1964 9985 City of Newark Planning Commission Secretary 1.50 APPROVED. For Modification of Restrictic See Deed Record Vol 648 Pg 353 5 Lietling Courty E. This instrument prepared by: along to Jefen SEE INST # 199811030042060



RESTRICTIONS APPLICABLE TO 01D ORCHARD ESTATES SUBDIVISION IN THE TOWNSHIP OF NEWARK, LICKING COUNTY, OHIO

The following covenants, greenents, conditions, provisions, essements, restrictions and charges have been adopted by Pilton Fides, line. As pressured as a state of a general plas for the better and uniform improvement and beneaff and it the property described in addition of a little provises who may beneafter become somers of any part thereof. The world "testification and "testification and thereof as used where the process who may beneafter become somers of any part thereof. The world "testification and thereof sense the provisions, the world "testification and thereof the world "testification and therefor have been consumed to obtain a world and "testification and the settle state in the part of the settle state in the part of the settle state in the sen

ARTICLE II.

eccept that none of the articles of these restrictions shall apply to all loce eccept that none of the articles of these restrictions shall apply to lock by 1955 st one time while shall one or any portion thereof a nomed in honto or 1955 at our time with agent lichness parties of these restrictions apply to locks in 1957, and 1997, with certifies of these restrictions apply to locks in 1957, in 1997, and 1997, in 1957, and 1997, when the certifies of these restrictions apply to locks in 1957, and 1997, and 1997.

Except in the case of locu No. 9555, 9970, 9972 and 9977, essence and rights of way war hareby excessly reserved by the said Felten Pacies. The said Felten Pacies in or first satisfies, und one or tritle of ground tent (10) facet on seeh side of sach loce line that is not contiguous to any treat. For the following purposes: for the contraction and maintenance of polss, Virsa, conduits, and the necessary or proper translation of solers, and for the construction and maintenance of polss, Virsa, conduits, and the necessary or proper translation of solers and for the construction and antice for interest in conflict in conflict in or prior translation of solers where the construction is a second to the construction of the following land white my other public for fullity or function, conducted, and maintained, of the ground.

ARTICLE VIII. Right to Baforce

The restriction herein contained shall resain with and bind the land and shall faure to the beaufit of and be encourable by Putton. Fries, Inc., or fist serigus, or the present or future councing council landscare. The landscare, and failure by Putton Tries, Inc., or any landscare, long-continued, no object to any violation of of, or to effecte any restriction or restriction herein contained, shall an oven or searching or striction and the council of the contained of the contained and the contained shall in no oven or safe to me occurring prior or subsequent thereto.

ARTICLE IX. Direction of Restrictions

All the restrictions contained herein shall continue in force until the first day of famany. 2000, and shall be extended for a period of 25 years; from that days and thereafter for successive periods of 25 years untils prior to said first day of Jamany. 2000, and sprior to the syntration of each extension, appropriate instruments in writing, either modifying or annulling these surfacine of earth-extension, the successive shall be filled for record, in Signed, secured and sciencialed by Falton Prior, Inc. or its saids, and the consers of a majority of the int is said saddition.

No obstructions shall be placed in any of the draitings ditches, more on herester, constructed in said addition provided that driveways may be comprised across a draiting of the If a culver pipe not less than record (20) feet in length with some distances as shall be designated by prince you practice, inc., its successors or assigns, shall be piaced beneath said ARRIGES II. Refeat to practic the flow of sater there there there there hereigh.

ARTICLE XI. Right to Modify

The right then is hereby expressly reserved to annul, valve, change endange and applify any of the restrictions herein contained by an instrument

as we take while and low easy portion thereof are owned in whole or in part by ditter byton E. Frite or bus F. Frite. by on the tremination of concentials are treath in the warper S. Frite. by one vertication at the content of the mark proceding sentence, then such lot or lots than it be availett to all of the mark proceding sentence, that such subject to all of the mark into be applied entroactively to prohibit any confident or use of said lote the perfectance of existing upon such termination or convening any product of the perfectance of said the convening termination of the perfectance of the perfect of the

ARTICLE III. Nuisances

Mare shall not be evected, constructed, such operator, or antiformed, presented, and on said factor any mission of any character; if any nulsance of any character; whether or not hereinafter specifical, or any character, whether or not hereinafter specifical, or any of said presents of any presents and the factor of the present of the the present of the present of

AKTICLE IV. Use of Land

All of the land included in said tract, except as breain

26230

in retting signed and schnooledged by Pulton Price, Inc., its successors, and useigned and schnooledged by Pulton Price, Inc., its successors, All instruments and the purpose of annuality, valving, champful, and including on the purpose of annuality, valving, champful, onlinging an endiging of the purpose of annuality, valving, champful, and the purpose of the pur

ARTICLE XII. Power of Appointment

The said Fulton Price, Inc., shall have the right to assign its setting of the facts that the remainer, and especially as to those set forth in the setting of the facts the set of the conding, without the sense of any other owner or beneficially as additional the setting which shall be duly recorded in the cities of the setting setting of the setting purpose and other the setting to a set or because of a sticking our to a setting purpose and other the setting to a set or because of a sticking of the setting of setting to commonly of a setting the setting of the setting of a set of setting the setting of the setting of a set of setting of the s

ARTICLE XIII. Reserves

Reserves A. B and G as designated on the Plat of this Addition within term reserved for pointh attention for arrest purposes. If within term peace from the according of this plats a public street purposes. If addition designated and configures to the designation of the configures of the streeting of the configures of the streeting of the street

No billing or building to the proper residence purpose only.
No billing or building the way kine buttersown shall be exceeded or
be received on any premise, each kinese, and only one such house shall
be received on any premise, each kinese, and only one such house shall
be received on any premise, each garque for the and consurered for use of a
companie of the dealing house to which they are use of the concra or
which shall be built and antimation of the rectitative each morestay, all of
the exceptions inthis Article made. No temporary residued but surject
the exception inthis Article made. No temporary residued but surject
the exception inthis Article made. No temporary residued but surject to
proper inter shalls be united as said load, including or each; Puto or
purpose, fine or corporation shall subdivide insidainal left but to come
parties a consume or Puton Pute.

Let a no be construed as to provent any one; of the safety made of
the for his a shall of surface and as namer to utilize one or more adjacent
for his or has staged dealishe.

ARTICLE V. Building Lines

any portion thereof shall be on f way sidelins of any road or No building or structure or within thirty (30) feet of the right o

ARTICLE VI. Approval of Plans

No building shall be commanded or described on any prantes in on the percent until the plane, specificated or an pict plan for locations on the percent in the plane specificated or an pict plan for locations of parton Price in., we the anathen a bacesington as bacesington, and reproved in writing of said paint Price inc., and in anathen a bacesington in provided. One copy and faint plane, specifications, and location plane plane of the intitude state in the plane, predictations on clearing him, specifications on clearing him, specifications on clearing him, specifications on clearing him, specifications on the plane, specifications on the content plane, specifications on the plane, specifications on the content of any best plane, specifications on the series of any specifications of the series of any serie



QUOTE

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

Fax: 740-349-7101

PLAN SET DATE
DATE
QUOTE #
WAGE
VALID UNTIL

NA	
10/30/2023	
1	
Non-Prevailing	
11/29/2023	

36,475,00

Jonathan Lane Project - Newark Stormwater Project

Storm Drainage Improvements

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

COMBINED TOTAL \$ 36,475.00

TOTAL \$

EXCLUSIONS:

Permits & Fees

Soils Engineering & Testing

Unsuitable Soils Removal & Replacement

Tree Removal

Damage/Replacement of Fencing

Damage/Replacement of Driveways

Existing Structures Condition

Relocation and/or Removal of Existing Utilities (unless otherwise noted above)

Soils Imported or Exported Off Site (unless otherwise noted above)

Soil Stabilization (unless otherwise noted above)

Concrete Placement (unless otherwise noted above)

Hydrovacing Existing Structures

QUALIFICATIONS:

Quote is good for 30 days.

Compaction is based on standard proctor.

Price is based upon performing all work quoted.

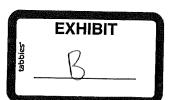
Items not specifically included, are excluded.

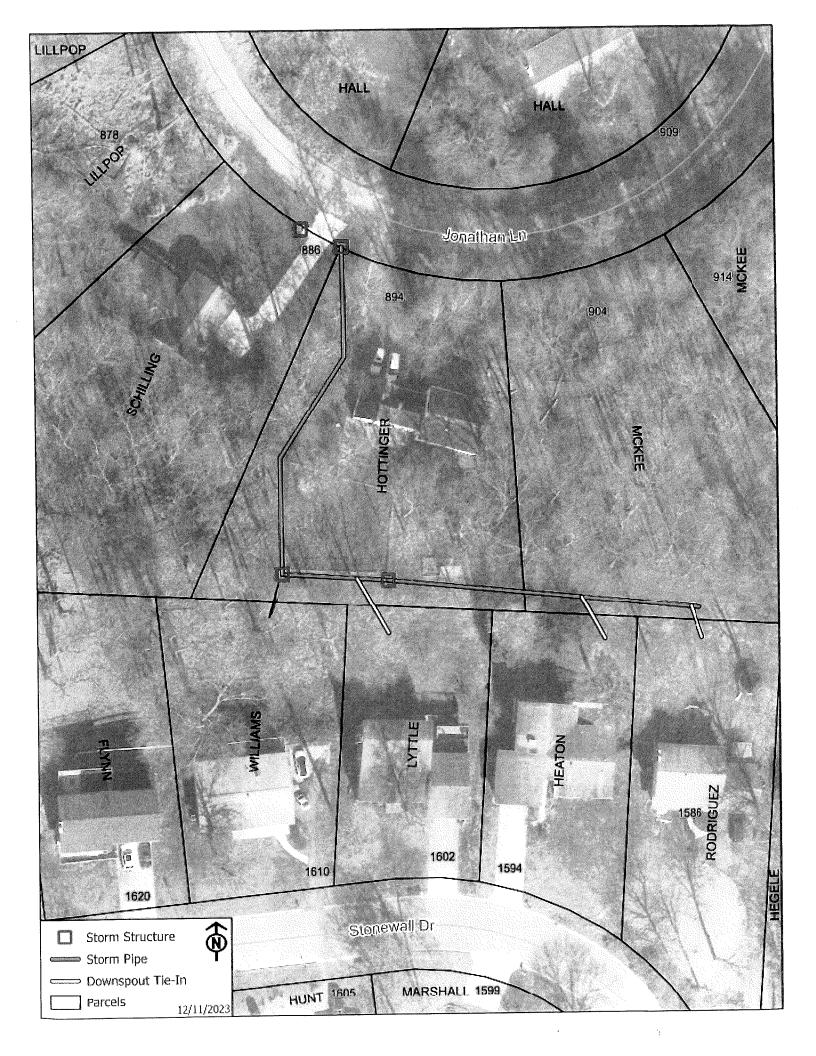
Scope of work meeting prior to contract signing.

Delays caused by material volatility are not at fault of Layton Inc.

Sincerely,

Richard Tury





RESOLUTION NO. 24-29
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, 2024
, PRESIDENT OF COUNCIL
, ATTEST, CLERK OF COUNCIL

_____, DATE FILED WITH THE MAYOR

_____, DATE APPROVED BY MAYOR

_____, FORM APPROVED BY LAW DIRECTOR

_____, MAYOR