

COUNCIL AGENDA

November 2, 2026

Committee and Council Meetings can be viewed by accessing YouTube

Council Chambers

7:00 P.M.

ROLL CALL

INVOCATION – Ms. Bline

PLEDGE OF ALLEGIANCE – Saoirse Naughton, 2nd Grade, Hillview Elementary

CAUCUS

MINUTES of October 19, 2026

APPOINTMENTS

REPORTS OF STANDING COMMITTEES

Finance

Service

REPORTS FROM CITY OFFICIALS

Brandon Fox, Water Administrator - A list of properties being sent to county property tax lien for past due water, sewer, and stormwater bills, totaling \$1,322.04.

COMMUNICATIONS

Ohio Division of Liquor Control - New liquor permit for La Camecha 3 LLC, 1299 Log Pond Dr., Newark, Ohio.

COMMENTS FROM CITIZENS

ORDINANCES ON SECOND READING

There are none this meeting.

ORDINANCES ON FIRST READING

26-29 AN ORDINANCE AUTHORIZING THE CONVEYANCE OF CERTAIN REAL PROPERTY NOW OWNED BY THE CITY OF NEWARK, OHIO TO THE LICKING COUNTY BOARD OF COMMISSIONERS AND DECLARING AN EMERGENCY

RESOLUTIONS ON SECOND READING

26-56 A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR OF THE CITY OF NEWARK TO APPLY FOR FUNDING FROM THE UNITED STATES DEPARTMENT OF JUSTICE, BUREAU OF JUSTICE ASSISTANCE UNDER THE BULLETPROOF VEST PARTNERSHIP GRANT PROGRAM.

26-58 A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR OF THE CITY OF NEWARK TO PREPARE AND SUMIT TO THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) A ONE YEAR USE OF FUNDS/ACTION PLAN ALONG WITH AN APPLICATION FOR FY 2027 FEDERAL COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS (CDBG), AS REQUIRED BY 24 CFR PART 91.220, FOR VARIOUS PROGRAMS RELATED TO HOUSING AND COMMUNITY DEVELOPMENT.

26-59 Bridge work on various structures in District 5.

26-60 Rehabilitation of LIC SR 13 10.15 structure carrying SR 13 over Log Pond Run.

26-62 A RESOLUTION AUTHORIZING AND DIRECTING THE DIRECTOR OF PUBLIC SERVICE FOR THE CITY OF NEWARK, OHIO, TO ENTER INTO A LEASE-PURCHASE AGREEMENT WITH PARK NATIONAL BANK FOR THE LEASE-PURCHASE OF FIVE (5) POLICE CRUISERS FOR THE DIVISION OF POLICE

RESOLUTIONS ON FIRST READING

26-64 Exp A RESOLUTION APPROPRIATING MONIES FOR THE CURRENT EXPENSES OF THE MUNICIPAL CORPORATION. (\$11,000.00 - Overtime)(\$12,000.00 - To cover costs for LEAD RLF program expenses)

26-65 A RESOLUTION APPROPRIATING MONIES FOR THE CURRENT EXPENSES OF THE MUNICIPAL CORPORATION. (\$338.00 - Amount was received as a forfeiture from a criminal case and is to be placed in the Law Enforcement and Drug Law Enforcement Fund per City Ordinance 222.04)(\$52,536.65 - One Ohio Disbursements)

COMMENTS FROM CITIZENS

MISCELLANEOUS

ADJOURNMENT

BY: _____

AN ORDINANCE AUTHORIZING THE CONVEYANCE OF CERTAIN REAL PROPERTY NOW OWNED BY THE CITY OF NEWARK, OHIO TO THE LICKING COUNTY BOARD OF COMMISSIONERS AND DECLARING AN EMERGENCY

WHEREAS, Section 721.29 of the Ohio Revised Code authorizes the City of Newark, Ohio to sell real property owned by the City and no longer needed for City purposes to the Licking County Board of Commissioners without competitive bidding, provided such sale is approved by a two-thirds vote of the members of Newark City Council; and,

WHEREAS, the City of Newark, Ohio currently owns a parcel of real property within the city which is no longer needed for City purposes; and,

WHEREAS, the City desires to sell the subject property to the Licking County Board of Commissioners; and,

WHEREAS, the sale of the subject real property would promote the reclamation, rehabilitation, and reutilization of such real property; and,

WHEREAS, this matter is considered an emergency due to the need to renovate the location to suit the lab equipment and move the equipment before winter; 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 ORDAINED BY THE COUNCIL OF THE CITY OF NEWARK, COUNTY OF LICKING, STATE OF OHIO, THAT:

SECTION ONE: The Director of Public Service is hereby authorized to sell, without competitive bidding, and under terms substantially similar to those set forth in the Real Estate Purchase Agreement and Addendum presented to City Council herewith, the following listed parcel of real property located within the City of Newark to the Licking County Board of Commissioners:

ADDRESS
2100 Cherry Valley Road, Newark, Ohio 43055

PARCEL NO.
054-233586-00.000

SECTION TWO: Council hereby declares the subject real property to no longer be needed by the City of Newark, Ohio for any municipal purpose and that the City's interests are best served by sale of the property to the Licking County Board of Commissioners.

SECTION THREE: That this Resolution is hereby declared to be an emergency pursuant to Article 4.06 of the Charter of the City of Newark, Ohio in that it is necessary to the immediate preservation of the public peace, health, safety or welfare due to the timeline for moving the lab equipment.

Passed this _____ day of _____, 2026.

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

REAL ESTATE PURCHASE AGREEMENT

Licking County (“Buyer”) agrees to buy, and the City of Newark, Ohio, an Ohio Municipal Corporation, (“Seller”), agrees to sell, upon the terms hereinafter set forth in this Real Estate Purchase Contract (hereinafter “Contract”), the parcel of real property located in the State of Ohio, County of Licking, City of Newark, that is the same property referenced in a Limited Warranty Deed wherein Georgia-Pacific Resins, Inc. conveyed such property to the City of Newark by instrument appearing in Deed Book 811 at page 407 of the Official Records of the Licking County Recorder and which also appears as Licking County Auditor’s Parcel No. 054-233586-00.000, 0.95 acres, more or less (hereinafter the “Property”).

As used herein, the “Effective Date” shall mean the latter of the dates that this Contract is duly executed by the parties hereto. Execution of this Contract may be by separate signature pages that collectively have all needed signatures. Such signature may be originals, or reproductions resulting from emailed, faxed or photocopied signatures.

1. The Purchase Price: The Purchase Price shall be one dollar (\$1.00) payable in cash or other immediately available funds at Closing (as defined in paragraph 3).

2. Contingencies: Buyer’s obligation to purchase the Property and Seller’s obligation to sell the Property is subject to the satisfaction or waiver of the conditions and contingencies described herein (the “Contingencies”) prior to the Closing scheduled herein.

(a) Title Insurance. Within forty-five (45) days of the Effective Date, Buyer shall obtain, at Buyer’s expense, a commitment for an owner’s policy of title insurance issued by a title insurance company selected by Buyer (the “Title Company”) with respect to the Property (the “Title Commitment”). The Title Commitment shall show Seller to have marketable title in fee simple and clear of all liens and encumbrances except: (i) those created by Buyer; (ii) those specifically set forth in this contract; (iii) zoning ordinances; (iv) legal highways; and (v) covenants, restrictions, conditions and easements of record which do not interfere with or restrict the use of the Property contemplated by Buyer. If title to all or part of the Property is unmarketable, as determined by Ohio law with reference to the Ohio State Bar Association’s

Standards of Title Examination, or is subject to liens, encumbrances, easements, conditions, restrictions or encroachments other than those excepted by this Contract, Buyer shall have the right to object to such conditions within twenty (20) days of Buyer's receipt of the Title Commitment. If Buyer so objects, and Seller fails to remedy or remove any such defect, lien, encumbrance, easement, condition, restriction or encroachment, or obtain title insurance without exception therefor within the Contingency Period, Buyer shall have the option to terminate this Contract by delivering written notice thereof to Seller. At Closing, Seller shall sign an affidavit with respect to off-record title matters as required by the Title Company and Buyer. The issuance of a title insurance policy pursuant to the Title Commitment (the "Title Policy") is a condition precedent to the parties' obligation to proceed to Closing under this Agreement. The Title Policy shall be in a form reasonably acceptable to Buyer and in the amount of the Purchase Price, showing title to the Property vested of record in Buyer in fee simple, subject only to any matters approved or waived by Buyer, any matters shown on the Survey and not objected to by Buyer and any other matters that Buyer has approved in writing.

(b) Survey. Within thirty (30) days of the Effective Date and if required or deemed necessary, the Buyer shall obtain, at Buyer's cost and expense, a survey of the Property, together with certification of the surveyor as may reasonably be required by Buyer (the "Survey"). The Survey shall satisfy, if required by Buyer, the most recent "Minimum Standard Requirement for ALTA/ACSM Land Title Surveys," jointly established and adopted by ALTA and ACSM, and shall meet the accuracy requirements of a Class A Survey as defined therein. If the Survey reveals any exceptions to title or any matters affecting the Property ("Survey Exceptions"), Buyer may notify Seller of such Survey Exceptions within twenty (20) days after Buyer's receipt of the last of the Title Commitment or Survey (the "Survey Notice"), whereupon Seller shall cure any disapproved Survey Exceptions. If Seller fails to cure any Survey Exceptions referenced in the Survey Notice within the Contingency Period, Buyer shall have the option to terminate this Contract by delivering written notice thereof to Seller.

(c) Environmental Conditions. Buyer shall have the right, and Seller shall provide Buyer access to the Property reasonably necessary, to obtain environmental reports regarding the soils, ground water, topography, geology and other conditions of the Property, together with reliance letters of the preparers of such reports as may be required by Buyer

(“Environmental Reports”). If the Environmental Reports reveal any environmental matters adversely affecting the Property (the “Environmental Conditions”), Buyer may notify Seller of such Environmental Conditions (the “Environmental Notice”). Upon receipt of an Environmental Notice, Seller shall have the right, but not the obligation to, cure any disapproved Environmental Conditions. If the Environmental Condition is not cured to Buyer’s reasonable satisfaction within the Contingency Period, Buyer shall have the right to terminate this Contract.

(d) Inspection. Seller shall cooperate in making the Property reasonably available for inspection by Buyer. If Buyer is not, in good faith, satisfied with the condition of the Property as disclosed by any inspection thereof, Buyer may deliver to Seller a written request that the Seller remedy any unsatisfactory conditions. In the event that Buyer and Seller cannot reach agreement regarding remedying the unsatisfactory conditions prior to the expiration of the Contingency Period, then Buyer shall have the right to terminate this Contract,

(e) Easements: Access Rights. Buyer and Seller shall cooperate to secure any and all easements, rights of ways, consents, amendments, variances, permits and/or approvals from third parties as are necessary in order to permit Buyer to have ingress and egress to and full use and enjoyment of the Property in the manner and for the purposes contemplated by Buyer.

3. Closing: The closing of the purchase and sale of the Property (the “Closing”) shall be on or before _____, 2026 at Newark, Ohio. In addition to the satisfaction or waiver of the Contingencies, Buyer’s obligations under this Contract are subject to and contingent upon the occurrence of the following on or before the date of Closing: (a) all of Seller’s representations and warranties hereunder shall remain true and correct; (b) no moratorium, statute, order, regulation, ordinance or judgment of any court or governmental agency shall have been enacted, adopted, issued or initiated that would materially and adversely affect the Property or Buyer’s use thereof as contemplated herein; and, (c) the parties shall have delivered all other documents and other deliveries listed in paragraph 4 hereof.

4. Deliveries:

(a) Seller's Deliveries at Closing. At Closing, Seller shall deliver the following documents and materials, all of which shall be in form and substance reasonably acceptable to the parties: (i) a duly executed and acknowledged general warranty deed (the "Deed"); (ii) a certificate duly executed by Seller that as of the date of Closing all representations and warranties by Seller set forth in this Contract remain true and correct; (iii) a certification duly executed by Seller, certifying that Seller is not a "foreign person", pursuant to Section 1445 of the Internal Revenue Code of 1986, as amended ("Section 1445"); (iv) a general instrument of transfer, pursuant to which Seller shall convey and assign to Buyer all of Seller's rights, title and interest in and to all personal property and other rights of Seller relating to the Property ("General Instrument of Transfer"); (v) such affidavits and indemnities as the Title Company may reasonably require in order to omit from the Title Policy all exceptions for such things as, as may be applicable: (1) parties' in possession, (2) mechanic's liens, (3) unrecorded assessments and other matters an accurate survey of the Property would disclose, and (4) nondelinquent real estate taxes, water and sewer and other charges of municipal and governmental authorities and utility companies; and (vi) a closing statement showing documents, closing costs and prorations, calculated in accordance with paragraph 5 hereof, in form and substance satisfactory to Buyer and Seller (the "Closing Statement").

(b) Buyers' Deliveries at Closing. On the date of Closing, Buyer shall: (i) deliver at the Closing the Purchase Price for the Property (plus any additional funds necessary to pay Buyer's share of closing costs and proration, minus any credits granted to Buyer as set forth herein) in immediately available funds; and, (ii) sign the Closing Statement.

5. Closing Costs and Prorations: At the Closing, closing costs shall be paid and prorations made as follows:

(a) Closing Costs. Except as otherwise expressly provided herein, Seller shall pay at the Closing: the costs of releasing any mortgage, financing statement, or other debt security, or any attachments, assessments, delinquent real estate taxes or mechanic's or materialmen's liens outstanding against the Property, all transfer taxes and conveyance fees and the costs of curing, remedying or removing any Contingencies that Seller cures, remedies or removes. The

costs of the Title Policy and the costs of the Survey shall be paid in accordance with paragraph 2 of this Contract. Buyer shall pay the costs of recording the Deed and any mortgage or financing instrument and any special endorsements to the Title Policy not required to cure a title objection or Survey Exception. The fee of the closing agent for conducting the closing shall be divided equally between Seller and Buyer.

(b) Taxes. All real property taxes and assessments ("Taxes") (including penalties thereon) which are delinquent shall be paid at Closing out of funds due Seller. Any nondelinquent Taxes shall be prorated on an accrual basis based on, if not yet fully determined as of the Closing, the most recently available tax bill giving effect to applicable exemptions, recently voted millage, change in valuation and other factors affecting the Taxes.

6. Damage or destruction of property: Risk of loss to the Property and appurtenances shall be borne by Seller until Closing *provided however* that if certain Property covered by this Contract shall be substantially damaged or destroyed before this transaction is closed Buyer may (a) proceed with the transaction and be entitled to all insurance money, if any, payable to Seller under all policies covering the Property, or (b) rescind the Contract and thereby release all parties from liability hereunder, by giving written notice to Seller within ten (10) days after Buyer has written notice of such damage or destruction. Failure by Buyer to so notify Seller shall constitute an election to proceed with the transaction.

7. Income-producing agreements: Seller shall convey any and all interest in leases or income-producing agreements relative to the Property that may be in effect as of the date of Closing, and will execute such assignments or other instruments as necessary to effectuate such conveyances.

8. Seller's Representation and Warranties: As a material inducement to the execution and delivery of this Contract by Buyer and the performance by Buyer of its duties and obligations hereunder, Seller does hereby warrant and represent to Buyer as of the Effective Date and as of the date of Closing:

(a) Information. Except as set forth herein, Seller has no knowledge of any information affecting the Property that has or would have a material adverse impact on Buyer's ability to use, lease and operate the Property as contemplated by Buyer.

(b) Legal Compliance. Except as disclosed to Buyer, Seller has no knowledge of any past or continuing violation or alleged violation of any legal requirement affecting the Property; including, without limitation, any past or continuing violation or alleged violation of any local, state or federal environmental, zoning subdivision, fire or other law, ordinance, code, regulation, rule or order. In addition to the foregoing, the Property complies with all applicable building and zoning codes and all laws, statutes, codes, ordinances, rules and regulations relating to the environment.

(c) Litigation. Seller has no knowledge of any pending or threatened claims, actions, suits, litigation or governmental proceeding affecting the Property.

(d) Other Agreements. To Seller's knowledge, there are no agreements or understandings, oral or written, with any person, entity or governmental authority affecting the Property which could give rise to claims affecting the Property.

(e) Governmental Actions. Seller has no knowledge of any threatened or pending condemnation or eminent domain proceeding, special assessment, rezoning or moratorium affecting the Property.

(f) Due Authorization. Signers of this Contract represent that they, either as principals or as an agent for Seller, have full power to execute, deliver and carry out the terms and provisions of this Contract and have taken all necessary action to authorize the execution, delivery, and performance of this Contract. The individual(s) executing this Contract on behalf of Seller have the authority to bind Seller to the terms and conditions of this Contract.

(g) Environmental Matters. To the best of Seller's knowledge, the Property is not in violation of any Environmental Law (as defined below) and Seller has no knowledge of: (i) the presence on or about the Property of any Hazardous Materials (as defined below); (ii) any release or threatened release of any Hazardous Materials on or affecting the Property; or, (iii) the existence of any underground storage tanks on or about the Property. Seller has received no notice of any investigation or proceeding by any governmental agency concerning the presence or alleged presence, release or threatened release of Hazardous Materials on the

Property. The term “Environmental Law” includes any federal, state or local law, ordinance or regulation pertaining to health, industrial hygiene, waste disposal, or the environment, including, without limitation: the federal Comprehensive Environment Response, Compensation and Liability Act of 1980, the federal Superfund Amendments and Reauthorization Act of 1986, the federal Resource Conservation and Recovery Act of 1976, the federal Clean Air Act, the federal Water Pollution Control Act and federal Clean Air Act of 1977, the federal Insecticide, Fungicide and Rodenticide Act, the federal Pesticide Act of 1977, the federal Toxic Substances Control Act, the federal Safe Drinking Water Act, the federal Hazardous Materials Transportation Act, and any amendments thereto and regulations adopted and publications promulgated pursuant thereto. The term “Hazardous Materials” includes oil and petroleum products, asbestos, polychlorinated biphenyl, radon and urea formaldehyde, and any other materials classified as hazardous or toxic or as pollutants or contaminants under any Environmental Law.

If Seller has received or at any time does receive notice, knowledge or information as to the presence, alleged presence, release or threatened release of Hazardous Materials on or about the Property other than as previously disclosed by Seller to Buyer, Seller agrees to provide to Buyer all information and data as to such Hazardous Materials immediately upon receipt of same.

(h) Tenancies. Seller warrants that there are not any leases creating any tenancies and/or occupancies of the subject real property/premises.

9. Miscellaneous:

(a) Binding Nature. This Contract shall be binding upon the parties hereto, and their respective successors and assignees. All agreements, representations and warranties by the respective parties contained herein are intended to and shall remain true and correct as of the Closing, shall be deemed to be material, and shall survive the delivery of the Deed and transfer of title. Any covenants and conditions herein that must be operative after delivery of the Deed to be effective shall be so operative and shall not be deemed to have been merged in the Deed.

(b) Complete Agreement. This Contract, including the Addendum to Real Estate Purchase Agreement attached hereto, contains all of the covenants, conditions and agreements

between the parties with respect to the subject matter hereof and shall supersede all prior correspondence, agreements and understandings, both oral and written to the extent related to the subject matter hereof. The parties intend that this Contract constitutes the complete and exclusive statement of its terms and that no extrinsic evidence may be introduced in any proceeding involving this Contract. This Contract may not be changed or amended orally, but only by an agreement in writing. No waiver shall be effective hereunder unless given in writing, and waiver shall not be inferred from any conduct of either party.

(c) Notices. All notices required or permitted to be given pursuant to the terms hereof shall be in writing and shall be delivered either by hand delivery, by overnight delivery service, by facsimile, or by deposit in the United States mail, registered or certified mail, postage prepaid. All such notices shall be addressed to the applicable party at its address set forth on the signature page hereof. Those addresses may be changed by written notice to the other party as provided herein. Notices shall be deemed received upon delivery if delivered by hand, by overnight delivery service, or by facsimile transmission, or three (3) days after being sent by registered or certified mail (unless a signed receipt evidences earlier delivery).

(d) Construction of terms. In construing this Contract, all headings and titles are for the convenience of the parties only and shall not be considered a part of this Contract. Whenever required by the context, the singular shall include the plural and the masculine shall include the feminine and vice versa. All exhibits attached hereto (if any) are incorporated in this Contract by reference thereto.

(e) Time. Time is of the essence of every provision herein contained. Whenever the date or deadline for any action to be taken is not a business day, the relevant date or deadline shall be the next business day.

(f) Governing Law. This Contract shall be governed by the laws of the State of Ohio and venue shall be deemed to be in Licking County, Ohio.

(g) Broker(s). Each party represents to the other' that no broker or finder has been engaged who may claim a fee or commission in connection with the transaction contemplated hereby, except n/a, who represent only the n/a.

(h) Invalidity. If any provision of this Contract is held to be illegal, invalid, or unenforceable under present or future laws, such provisions shall be fully severable; this

Contract shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Contract; and the remaining provisions of this Contract shall remain in full force and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Contract. In lieu of such illegal, invalid, or unenforceable provision, there shall be added automatically as a part of this Contract a provision similar in terms to such illegal, invalid and unenforceable provision as may be possible and be legal, valid, or enforceable.

IN WITNESS WHEREOF, the parties hereto have caused this Real Estate Purchase Contract to be executed as of the dates set forth below:

SELLER:

Authorized Representative of the City of
Newark through City Council Ordinance

David Rhodes, Director of Public Services

Date

Address:

City of Newark
40 West Main Street
Newark, Ohio 43055

BUYER:

Authorized Representative of the Licking
County Board of Commissioners through
Board Resolution _____

Timothy E. Bubb, Board President

Date

Address:

Licking County Board of Commissioners
Attn: David Edelblute
20 S. Second Street
Newark, Ohio 43055

ADDENDUM TO REAL ESTATE PURCHASE AGREEMENT

This Addendum ("Addendum") is entered into by and between the City of Newark, Ohio ("Seller"), and the Licking County Board of Commissioners ("Buyer"), and shall be incorporated into and made part of the Real Estate Purchase Agreement for the conveyance of the real property commonly known as 2100 Cherry Valley Road, Newark, Ohio, which also appears as Licking County Auditor's Parcel No. 054-233586-00.000, 0.95 acres, more or less ("Property").

WHEREAS, the Property will be utilized for law enforcement and forensic purposes; and

WHEREAS, the Seller employs a Criminalist who provides forensic services to the Newark Division of Police and other law enforcement agencies; and

WHEREAS, continued access to the crime laboratory facilities located within the Property is a material inducement and part of the consideration supporting the Seller's agreement to convey the Property to the Buyer;

NOW, THEREFORE, the parties agree as follows:

1. Continued Crime Laboratory Access.

The Buyer shall permit the Seller's Criminalist and such City employees, agents, contractors, and law enforcement personnel as are reasonably necessary to support the Criminalist's duties to access and utilize the existing crime laboratory facilities located within the Property for the performance of forensic examinations, evidence processing, evidence storage, report preparation, court testimony preparation, and other related forensic functions.

2. Nature of Access.

The Buyer shall provide the Seller with reasonable access to the crime laboratory facilities twenty-four (24) hours per day, seven (7) days per week, including access during emergencies and investigations requiring immediate forensic response. Such access shall be subject to reasonable security procedures applicable to all users of the facility.

3. Workspace and Equipment.

The Buyer shall provide the Seller's Criminalist with dedicated workspace within the crime laboratory and continued access to laboratory fixtures, utilities, and equipment necessary for the performance of the Criminalist's duties, subject to reasonable rules governing use and maintenance of County-owned equipment.

4. No Additional Charge.

The access and use rights granted herein are a material part of the consideration for the Seller's conveyance of the Property and shall be provided without rent, license fees, or other occupancy charges to the Seller unless otherwise agreed in writing by the parties.

5. Term.

The rights granted under this Addendum shall continue for so long as the Property is utilized by the Buyer or any successor governmental entity for law enforcement, public safety, forensic, or criminal justice purposes, unless otherwise terminated by mutual written agreement of the parties.

6. Cooperation.

The parties shall cooperate in good faith to establish reasonable operating procedures, security protocols, scheduling practices, and evidence-handling procedures necessary to ensure the efficient and secure operation of the crime laboratory.

7. Covenant Running with the Property.

The parties intend that the obligations set forth herein shall survive closing and shall be binding upon the Buyer and any successor governmental owner of the Property. The parties may record a memorandum of this Addendum or incorporate these provisions into the deed conveying the Property.

8. Alternative Facilities.

In the event the crime laboratory facilities located on the Property are substantially altered, relocated, rendered unusable, or the Property ceases to be utilized for law enforcement, public safety, forensic, or criminal justice purposes, the Buyer or successor owner shall provide the Seller with comparable crime laboratory space and access rights within Licking County at no additional cost to the Seller, unless otherwise agreed in writing by the Seller.

9. Material Consideration.

The parties acknowledge and agree that the continued access and use rights granted to the Seller under this Addendum constitute a material portion of the consideration supporting the Seller's conveyance of the Property. In the event of a material breach of this Addendum by the Buyer, the Seller shall be entitled to pursue all remedies available at law or in equity.

[REMAINDER OF PAGE IS INTENTIONALLY BLANK – SIGNATURE ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Addendum to be executed as of the dates set forth below:

SELLER:

Authorized Representative of the City of
Newark through City Council Ordinance

David Rhodes, Director of Public Services

Date

Address:

City of Newark
40 West Main Street
Newark, Ohio 43055

BUYER:

Authorized Representative of the Licking
County Board of Commissioners through
Board Resolution _____

Timothy E. Bubb, Board President

Date

Address:

Licking County Board of Commissioners
Attn: David Edelblute
20 S. Second Street
Newark, Ohio 43055

RESOLUTION NO. 26-56

BY _____

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR OF THE CITY OF NEWARK TO APPLY FOR FUNDING FROM THE UNITED STATES DEPARTMENT OF JUSTICE, BUREAU OF JUSTICE ASSISTANCE UNDER THE BULLETPROOF VEST PARTNERSHIP GRANT PROGRAM.

WHEREAS, the Bulletproof Vest Partnership Grant Act of 1998 was signed as law (Public Law 105-181). The purpose of the Act is to save the lives of law enforcement officers by helping States and local units of government and tribal governments equip their law enforcement officers with armor vests.

WHEREAS, The City of Newark was informed by the United States Department of Justice, Bureau of Justice Assistance that it is eligible to receive reimbursement for 50% of the total cost for the purchase of bulletproof vests for law enforcement personnel.

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 crime reduction and improvement of public safety funding programs
- Section 2: The Mayor is designated as the authorizing official to enter into a reimbursement agreement with the United States Department of Justice, Bureau of Justice Assistance, to administer the Bulletproof Vest Partnership Grant Program and accept said fund
- 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 THIS _____ DAY OF _____, 2026

PRESIDENT OF COUNCIL

ATTEST, CLERK OF COUNCIL

DATE FILED WITH THE MAYOR

DATE APPROVED BY MAYOR

MAYOR

FORM APPROVED BY DIRECTOR OF LAW

BY _____

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR OF THE CITY OF NEWARK TO PREPARE AND SUMIT TO THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) A ONE YEAR USE OF FUNDS/ACTION PLAN ALONG WITH AN APPLICATION FOR FY 2027 FEDERAL COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS (CDBG), AS REQUIRED BY 24 CFR PART 91.220, FOR VARIOUS PROGRAMS RELATED TO HOUSING AND COMMUNITY DEVELOPMENT.

WHEREAS, it is necessary to prepare and submit to the United States Department of Housing and Urban Development (HUD) a one-year use of funds/action plan for Federal Fiscal Year 2027 in order to ensure that Newark may participate in housing and related community development funding opportunities.

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

Section 1: This Council does hereby authorize and direct the Mayor, and his representative to prepare and submit to HUD a One Year Use of Funds/Action Plan for FY 2027 CDBG, and to make in connection therewith, all certifications, understandings, and assurances, contained therein, including, but not limited to, assurances that the City: will a further fair housing opportunities; follow a residential anti-displacement and relocation assistance plan in connection with CDBG or HOME assisted activities; maintain a drug free workplace as required by 24 CFR Part 24, Subpart F; comply with anti-lobbying restrictions as required by 24 CFR Part 87; will follow the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended (42U.S.C. 4601); will comply with Section 3 of the HUD Act of 1968 (12 & U.S.C. 1701 u); that it is in full compliance with a citizen participation plan that satisfies the requirements of 24 CFR 91.105; that it has developed and is following a community development plan which has been developed in accordance with the primary objective of the statute authorizing the CDBG program, as described in 24 CFR Part 570; that it is following a current Consolidated Plan that has been approved by HUD; that its One Year Use of Funds/Action Plan has been developed so as to give the maximum feasible priority to activities that will benefit low and moderate income families or aid in the prevention or elimination of slums and blight; that at least 70% of the aggregate use of its CDBG funds shall be expended for activities that benefit low to moderate income persons; that it has adopted and is enforcing a policy prohibiting the excessive use of force by law enforcement agencies within its jurisdiction against individuals engaged in non-violent civil rights demonstrations; that has adopted and is enforcing laws against physically barring entrance to or exits from facilities or locations that are subject to non-violent civil rights demonstrations; that its grant will be conducted in conformity with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 200 d) and the Fair Housing Act (42 U.S.C. 3601 et seq.); that it will comply with the lead based paint procedures specified in 24 CFR Part 35; and that it will comply with other applicable laws, including 2 CFR part 200.

Section 2: This Council does hereby authorize the Mayor, and his representative to prepare the above-mentioned grant application and to make, in connection therewith, all certifications, understandings, and assurances contained therein, so as to ensure the City of Newark will not be disqualified to receive available funding opportunities for Federal FY 2027.

Section 3: In furtherance of the directives established herein, the Mayor is authorized to take whatever action is legally available to attain all necessary certifications and approval of the furtherance of the best interest of the City and its participation in available housing and development funding programs.

Section 4: That the Mayor be and hereby is designated as the authorizing official to enter into an agreement with HUD to administer the CDBG program.

Section 5: The Mayor, at his discretion, may amend the final One Year Use of Funds during the course of the HUD fiscal year in accordance with the laws, regulations, and directives of HUD.

Section 6: This Resolution shall become effective upon the earliest date permitted by Article 4.07 of the Charter of the City of Newark, Ohio.

ADOPTED THIS _____ DAY OF _____, 2026

PRESIDENT OF COUNCIL

ATTEST-CLERK OF COUNCIL

DATE FILED WITH THE MAYOR _____

DATE APPROVED BY THE MAYOR _____

MAYOR

FORM APPROVED _____
DIRECTOR OF LAW

BY: _____

PRELIMINARY LEGISLATION

Consent

Rev. 6/26/00

Resolution #: 26-59

County/Route/Section: D05 FY2028 Bridge Rehab

The following is a/an Resolution enacted by the City of Newark of Licking County, Ohio hereinafter referred to as the Local Public Agency (LPA).

SECTION I – Project Description

WHEREAS, the Ohio Department of Transportation (ODOT) has determined the need for the described project:

Bridge work on various structures in District 5.

NOW THEREFORE, be it ordained by the City of Newark of Licking County, Ohio.

SECTION II – Consent Statement

Being in the public interest, the LPA gives consent to the Director of Transportation to complete the above described project.

SECTION III – Cooperation Statement

The LPA shall cooperate with the Director of Transportation in the development and construction of the above described project as follows:

1. The LPA gives consent for the above improvement, and
2. The LPA further agrees to pay 100% of the cost of those features requested by the LPA which are determined by the State and Federal Highway Administration to be unnecessary for the Project.

SECTION IV – Utilities and Right-of-Way Statement

If city owned utilities, within a corporation limit or in a private easement outside corporation limits, need to be relocated due to this ODOT project, the city will be reimbursed for any relocation work; ODOT will perform the coordination, relocation, and reimbursement which shall comply with the current provisions of 23 CFR 645 and the ODOT Utilities Manual.

If other public and private utilities need to be relocated due to this ODOT project they will not be reimbursed for relocation; with exceptions due to an easement, etc.

SECTION V – Maintenance

Upon completion of the Project, and unless otherwise agreed, the LPA shall: (1) provide adequate maintenance for the Project in accordance with all applicable State and Federal law, including, but not limited to, Title 23, U.S.C., Section 116; (2) provide ample financial provisions, as necessary, for the maintenance of the Project; (3) maintain

the right-of-way, keeping it free of obstructions; and (4) hold said right-of-way inviolate for public highway purposes.

SECTION VI Authority to Sign

The LPA hereby authorizes, _____ of the City of Newark is hereby empowered on behalf of the City of Newark to enter into agreements with the Director of Transportation which are necessary to complete the above described project.

Passed: _____, 20____.
(Date)

President of Council: _____

Attested: _____
(Clerk of Council)

Date filed with Mayor: _____

Date Approved by Mayor: _____

Mayor: _____

Approved as to form – Director of Law: _____

Contracting Agent – Service Director: _____

**CERTIFICATE OF COPY
STATE OF OHIO**

City of Newark of Licking County, Ohio

I, _____, as Clerk of the City of Newark of Licking County, Ohio do hereby
certify that the foregoing is a true and correct copy of Resolution _____ adopted by the legislative
Authority of the said City of Newark on the _____ day of _____, ____.

That the publication of such Resolution has been made and certified of record according to Law; that no proceedings
looking to a referendum upon such Resolution have been taken; and that such Resolution and certificate of
publication thereof are of record in _____, Page _____.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, if applicable,
this _____ day of _____ 2_____.

(Clerk)

(SEAL)

City of Newark of Licking County, Ohio

The foregoing is accepted as a basis for proceeding with the project herein described.
For the City of Newark of Licking County, Ohio.

Attested: _____ Date _____

.....

For the State of Ohio

Attested: _____ Date _____
(Director, Ohio Department of Transportation)

BY: _____

PRELIMINARY LEGISLATION

Consent

Rev. 6/26/00

Resolution #: 26-60

County/Route/Section: LIC SR 13 10.15

The following is a/an Resolution enacted by the City of Newark of Licking County, Ohio hereinafter referred to as the Local Public Agency (LPA).

SECTION I – Project Description

WHEREAS, the Ohio Department of Transportation (ODOT) has determined the need for the described project:

Rehabilitation of LIC SR 13 10.15 structure carrying SR 13 over Log Pond Run.

NOW THEREFORE, be it ordained by the City of Newark of Licking County, Ohio.

SECTION II – Consent Statement

Being in the public interest, the LPA gives consent to the Director of Transportation to complete the above described project.

SECTION III – Cooperation Statement

The LPA shall cooperate with the Director of Transportation in the development and construction of the above described project as follows:

1. The LPA gives consent for the above improvement, and
2. The LPA further agrees to pay 100% of the cost of those features requested by the LPA which are determined by the State and Federal Highway Administration to be unnecessary for the Project.

SECTION IV – Utilities and Right-of-Way Statement

If city owned utilities, within a corporation limit or in a private easement outside corporation limits, need to be relocated due to this ODOT project, the city will be reimbursed for any relocation work; ODOT will perform the coordination, relocation, and reimbursement which shall comply with the current provisions of 23 CFR 645 and the ODOT Utilities Manual.

If other public and private utilities need to be relocated due to this ODOT project they will not be reimbursed for relocation; with exceptions due to an easement, etc.

SECTION V – Maintenance

Upon completion of the Project, and unless otherwise agreed, the LPA shall: (1) provide adequate maintenance for the Project in accordance with all applicable State and Federal law, including, but not limited to, Title 23, U.S.C., Section 116; (2) provide ample financial provisions, as necessary, for the maintenance of the Project; (3) maintain

the right-of-way, keeping it free of obstructions; and (4) hold said right-of-way inviolate for public highway purposes.

SECTION VI Authority to Sign

The LPA hereby authorizes, _____ of the City of Newark is hereby empowered on behalf of the City of Newark to enter into agreements with the Director of Transportation which are necessary to complete the above described project.

Passed: _____, 20____.
(Date)

President of Council: _____

Attested: _____
(Clerk of Council)

Date filed with Mayor: _____

Date Approved by Mayor: _____

Mayor: _____

Approved as to form – Director of Law: _____

Contracting Agent – Service Director: _____

**CERTIFICATE OF COPY
STATE OF OHIO**

City of Newark of Licking County, Ohio

I, _____, as Clerk of the City of Newark of Licking County, Ohio do hereby
certify that the foregoing is a true and correct copy of Resolution _____ adopted by the legislative
Authority of the said City of Newark on the _____ day of _____, ____.

That the publication of such Resolution has been made and certified of record according to Law; that no proceedings
looking to a referendum upon such Resolution have been taken; and that such Resolution and certificate of
publication thereof are of record in _____, Page _____.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, if applicable,
this _____ day of _____ 2_____.

(Clerk)

(SEAL)

City of Newark of Licking County, Ohio

The foregoing is accepted as a basis for proceeding with the project herein described.
For the City of Newark of Licking County, Ohio.

Attested: _____ Date _____

.....

For the State of Ohio

Attested: _____ Date _____
(Director, Ohio Department of Transportation)

BY: _____

A RESOLUTION AUTHORIZING AND DIRECTING THE DIRECTOR OF PUBLIC SERVICE FOR THE CITY OF NEWARK, OHIO, TO ENTER INTO A LEASE-PURCHASE AGREEMENT WITH PARK NATIONAL BANK FOR THE LEASE-PURCHASE OF FIVE (5) POLICE CRUISERS FOR THE DIVISION OF POLICE

WHEREAS, the Newark Division of Police within the Department of Public Safety is responsible for preserving peace and protecting the citizens of the City of Newark; and

WHEREAS, the Division of Police requires specialized equipment to provide such protective services; and

WHEREAS, a specially outfitted police cruiser is one such piece of specialized equipment; and

WHEREAS, the Newark Division of Police is requesting that five (5) specially outfitted police cruisers be purchased utilizing the State of Ohio Cooperative Purchasing Program (State Term) as allowed under Resolution Number 87-22; and

WHEREAS, under such program bidding is waived as the State of Ohio, Department of Administrative Services has entered into contract for the benefit of the state and local municipalities under ORC 125.04; and

WHEREAS, Park National Bank has been identified as a source of funding for the lease-purchase of five (5) police cruisers; and

WHEREAS, this matter was addressed in a regularly scheduled meeting of the Service Committee which voted to pass the matter on for consideration by Council.

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

SECTION ONE: The Director of Public Service is hereby authorized and directed to enter into a lease-purchase agreement with Park National Bank for the purchase of five (5) new specially outfitted police cruisers utilizing the Ohio Cooperative Purchasing Program thereby waiving any competitive bidding requirement.

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

Passed this _____ day of _____, 2026.

PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL

DATE FILED WITH MAYOR: _____

DATE APPROVED BY MAYOR: _____

MAYOR

FORM APPROVED: _____
DIRECTOR OF LAW

Resolution No.26-64 Exp

BY: _____

A RESOLUTION APPROPRIATING MONIES FOR CURRENT EXPENSES OF THE MUNICIPAL CORPORATION

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

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

Section 1. There is hereby an appropriation of the unappropriated balance of the 233 Traffic Grant Fund, in the amount of \$11,000.00 (Overtime)

233.133.5118	STEP Overtime	6,000.00
233.135.5118	IDEP Overtime	5,000.00

Section 2. There is hereby an appropriation of the unappropriated balance of the 264 LEAD RLF Fund, in the amount of \$12,000.00 (To cover costs for LEAD RLF program expenses)

264.164.5238000	General Services	12,000.00
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This resolution is a measure providing for an appropriation for current expenses of the municipal corporation; it shall go into effect pursuant to Section 4.07 of the Charter of the City of Newark, Ohio.

Adopted this _____ day of _____, 2026.

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.26-65

BY: _____

A RESOLUTION APPROPRIATING MONIES FOR CURRENT EXPENSES OF THE MUNICIPAL CORPORATION

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

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

Section 1. There is hereby an appropriation of the unappropriated balance of the 100 General Fund, in the amount of \$338.00 (Amount was received as a forfeiture from a criminal case and is to be placed in the Law Enforcement and Drug Law Enforcement Fund per City Ordinance 222.04)

100.203.5267	Drug Fine Expenses	338.00
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Section 2. There is hereby an appropriation of the unappropriated balance of the 100 General Fund, in the amount of \$52,536.65 (One Ohio Disbursements)

258.100.5268	One Ohio Disbursements	52,536.65
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This resolution is a measure providing for an appropriation for current expenses of the municipal corporation; it shall go into effect pursuant to Section 4.07 of the Charter of the City of Newark, Ohio.

Adopted this _____ day of _____, 2026.

President of Council _____

Attest Clerk of Council _____

Date filed with Mayor _____

Date approved by Mayor _____

Mayor _____

Approved as to form Director of Law _____