

March 20, 2023

**SERVICE COMMITTEE**

March 16, 2023

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

Council Chambers

**AGENDA**

1. Consider **Resolution No. 23-28** Cooperating with the Ohio Department of Transportation (ODOT) for the replacement of two deficient bridges on Moull Street and Jefferson Road over Log Pond Run, and declaring an emergency.
2. Consider **Ordinance No.23-07** AN ORDINANCE CHANGING THE ZONING CLASSIFICATION OF CERTAIN REAL PROPERTY, GENERALLY DESCRIBED AS 882 WEIANT AVENUE, CITY OF NEWARK, LICKING COUNTY, OHIO, PARCEL TAX ID#054-226500-00.000 FROM THAT OF SINGLE-FAMILY RESIDENCE - RH - HIGH DENSITY DISTRICT TO MFR - MULTI-FAMILY RESIDENCE DISTRICT, ZONING CODE OF THE CITY OF NEWARK, OHIO
3. Consider **Ordinance No.23-08** AN ORDINANCE CHANGING THE ZONING CLASSIFICATION OF CERTAIN REAL PROPERTY, GENERALLY DESCRIBED AS 281 ELMWOOD AVENUE, CITY OF NEWARK, LICKING COUNTY, OHIO, PARCEL TAX ID #054-278850-00.000 FROM THAT OF SINGLE-FAMILY RESIDENCE - RH - HIGH DENSITY DISTRICT TO TFR-TWO-FAMILY RESIDENCE DISTRICT, ZONING CODE OF THE CITY OF NEWARK, OHIO
4. Consider **Resolution No. 23-31** A RESOLUTION AUTHORIZING THE DIRECTOR OF PUBLIC SERVICE FOR THE CITY OF NEWARK, OHIO, TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE LICKING COUNTY SOIL AND WATER CONSERVATION DISTRICT
5. Consider **Resolution No. 23-32** A RESOLUTION AUTHORIZING THE DIRECTOR OF PUBLIC SERVICE FOR THE CITY OF NEWARK, OHIO, TO ENTER INTO A COOPERATIVE AGREEMENT WITH NEWARK DEVELOPMENT PARTNERS AND OTHER AFFECTED PROPERTY OWNERS FOR REPLACEMENT OF A SEWER LINE
6. Other items at the discretion of the chair

**City of Newark**  
**Division of Engineering**

**MEMORANDUM**

**TO :** Service Committee

**FROM:** Brian Morehead, City Engineer

**DATE :** 14 March 2023

**RE :** Committee Agenda – ODOT Legislation

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Please allow time on your next agenda to discuss submitting legislation to Council for the following projects:

1. **Final Legislation** cooperating with the Ohio Department of Transportation (ODOT) in carrying out the PID 111654 - Moull Street – Jefferson Road Bridge replacement project, which is the construction of new bridge structures over Log Pond Run, between Mt. Vernon Road and North 21<sup>st</sup> Street. This work will be contracted as an ODOT project, due to the funding sources.

Due to the quick date needed for this legislation to be returned to ODOT (4/14/2023) to keep the project bidding schedule, the emergency clause has been added.

The City has ODOT Municipal Bridge funds (\$1,050,350), and City's LPPT funds (\$87,221) as funding sources on the project.

The project is planned to begin in 2023 construction season.

Please let me know if you have any further questions before the meeting.

cc: David Rhodes, Service Director  
City Engineer  
File 201919

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

Resolution No. 23-28

(Resolution No. 20-52 - Preliminary Legislation)

PID No. 111654

**FINAL RESOLUTION**

**Cooperating with the Ohio Department of Transportation (ODOT) for the replacement of two deficient bridges on Moull Street and Jefferson Road over Log Pond Run, and declaring an emergency.**

The following Final Resolution enacted by the City of **Newark**, Ohio, hereinafter referred to as the Legislative Authority/Local Public Agency or "LPA", in the matter of the stated described project.

WHEREAS, on the **17th day of August, 2020**, the LPA enacted legislation proposing cooperation with the Director of Transportation for the described project:

**The project consists of replacing two deficient structures Bridge No. LIC-MOULL-03433 (SFN 4560418) on Moull Street (C.R. 813) over Log Pond Run and Bridge No. LIC-JEFRD-30150 (SFN 4560426) on Jefferson Road (M.R. 491) over Log Pond Run, including construction of sidewalk, lying within the City of Newark; and**

WHEREAS, the LPA shall cooperate with the Director of Transportation in the above described project as follows:

**The City agrees to assume and bear one hundred percent (100%) of the entire cost of the improvement within the city limits, less the amount of Federal-Aid funds set aside by the Director of Transportation for the financing of this improvement from funds allocated by the Federal Highway Administration, U.S. Department of Transportation.**

The share of the cost of the LPA is now estimated in the amount of **Eighty-Seven Thousand Two Hundred Twenty-One and - - - 00/100 Dollars (\$87,221.00)**, but said estimated amount is to be adjusted in order that the LPA's ultimate share of said improvement shall correspond with said percentages of actual costs when said actual costs are determined; and

WHEREAS, The Director of Transportation has approved said legislation proposing cooperation and has caused to be made plans and specifications and an estimate of cost and expense for improving the above-described highway and has transmitted copies of the same to this legislative authority; and

WHEREAS, The LPA desires the Director of Transportation to proceed with the aforesaid highway improvement.

NOW, THEREFORE, be it resolved:

- I. That the estimated sum of **Eighty-Seven Thousand Two Hundred Twenty-One and - - - - 00/100 Dollars (\$87,221.00)** is hereby appropriated for the improvement described above and the fiscal officer is hereby authorized and directed to issue an order on the Treasurer for said sum upon the requisition of the Director of Transportation to pay the cost and expense of said improvement. We hereby agree to assume in the first instance, the share of the cost and expense over and above the amount to be paid from **Federal** funds.
- II. That the LPA hereby requests the Director of Transportation to proceed with the aforesaid highway improvement.
- III. That the LPA enter into a contract with the State, and that **Service Director** be, and is hereby authorized to execute said contract, providing for the payment of the LPA the sum of money set forth herein above for improving the described project.
- IV. That the LPA transmit to the Director of Transportation a fully executed copy of this Resolution.
- V. An emergency is declared to exist to meet project deadlines to preserve the health, safety and welfare of the City of Newark inhabitants. Therefore, this Resolution shall be immediately effective upon passage as provided in City of Newark Charter, Article 4.07.

This is to certify that we have compared the foregoing copy of Resolution \_\_\_\_\_ with the original record thereof, found in the record of the proceedings of the LPA, and which Resolution \_\_\_\_\_ was duly passed by the LPA on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and that the same is a true and correct copy of the record of said Resolution and the action of said LPA thereon.

We further certify that said Resolution and the action of said LPA thereon is recorded in the Office of the Clerk of Council of the City of Newark, Ohio, in Volume \_\_\_\_\_, at Page \_\_\_\_\_, and under the date of \_\_\_\_\_, 20\_\_\_\_\_.

Legislative Authority of the  
City of **Newark**, Ohio

\_\_\_\_\_  
**Service Director**

Adopted the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

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

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

Date Filed with Mayor: \_\_\_\_\_

Date Approved by Mayor: \_\_\_\_\_

\_\_\_\_\_  
Mayor

Form Approved By: \_\_\_\_\_  
Law Director

Prepared by ODOT and the Clerk of Council.

**FISCAL OFFICER'S CERTIFICATE**  
(Chapter 5521 and Section 5705.41, Ohio Revised Code)

I hereby certify to that the money, to wit: **\$87,221.00** required for the payment of the cost other than that thereof assumed by the **Federal** Government, for the improvement of that portion of **C.R. 813/M.R. 491**, lying within the corporate limits of the City of **Newark**, more particularly described as follows:

**The project consists of replacing two deficient structures Bridge No. LIC-MOULL-03433 (SFN 4560418) on Moull Street (C.R. 813) over Log Pond Run and Bridge No. LIC-JEFRD-30150 (SFN 4560426) on Jefferson Road (M.R. 491) over Log Pond Run, including construction of sidewalk, lying within the City of Newark; and**

has been lawfully appropriated for such purpose and is in the treasury to the credit of, or has been levied placed on the duplicate and in process of collection for the appropriate fund, and not appropriated for any other purpose; or is being obtained by sale of bonds issued on account of said improvement, which bonds are sold and in process of delivery.

I further certify that this certificate was made, sealed and filed with the legislative authority of the City of **Newark**, Ohio, after said legislative authority passed the final resolution in connection with the within described project; and that this certificate was forthwith recorded in the record of the proceedings of said legislative authority, namely:

Legislative Authority's Journal, Volume \_\_\_\_\_, at Page \_\_\_\_\_,

IN WITNESS WHEREOF, I have hereunto set my hand and official seal as said fiscal officer, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(Fiscal Officer's Seal)  
(If Applicable)

\_\_\_\_\_  
Fiscal Officer of the City of  
**Newark, Ohio**

**C O N T R A C T**  
(Chapter 5521, Ohio Revised Code)

This contract is made by and between the State of Ohio, Department of Transportation, acting through its director (hereinafter referred to as the "STATE"), 1980 West Broad Street, Columbus, Ohio 43223, and the City of **Newark**, (hereinafter referred to as the legislative authority/Local Public Agency or "LPA").

**WITNESSTH:**

**WHEREAS**, Chapter 5521 of the Ohio Revised Code provides that the legislative authority may cooperate with the STATE in a highway project made by and under the supervision of the Director of Transportation; and

**WHEREAS**, through the enactment of preliminary legislation, the LPA and the STATE have agreed to cooperate in the highway project described below; and

**WHEREAS**, through the enactment of final legislation, the LPA has committed to pay an estimated amount of money as its share of the total estimated cost and expense of the highway project described below; and

**WHEREAS**, the fiscal officer of the LPA has filed with the LPA a certificate stating that sufficient moneys are available, as required by Chapter 5521 and Section 5705.41 of the Ohio Revised Code. A duplicate certificate is attached hereto; and

**WHEREAS**, in accordance with the final legislation, the LPA hereby enters into this contract with the STATE to provide for payment of the agreed portion of the cost of the highway project and any additional obligations for the highway project described below.

**NOW, THEREFORE**, in consideration of the premises and the performances of mutual covenants hereinafter set forth, it is agreed by parties hereto as follows:

**SECTION I:**            **RECITALS**

The foregoing recitals are hereby incorporated as a material part of this contract.

**SECTION II:**        **PURPOSE**

The purpose of this contract is to set forth requirements associated with the highway project described below (hereinafter referred to as the "PROJECT") and to establish the responsibilities for the administration of the PROJECT by the LPA and the STATE.

**SECTION III: LEGAL REFERENCES**

This contract is established pursuant to Chapter 5521 of the Ohio Revised Code.

**SECTION IV: SCOPE OF WORK**

The work to be performed under this contract shall consist of the following:

The project consists of replacing two deficient structures Bridge No. LIC-MOULL-03433 (SFN 4560418) on Moull Street (C.R. 813) over Log Pond Run and Bridge No. LIC-JEFRD-30150 (SFN 4560426) on Jefferson Road (M.R. 491) over Log Pond Run, including construction of sidewalk, lying within the City of Newark.

**SECTION V: FINANCIAL PARTICIPATION**

1. The STATE agrees to provide the necessary funds as enumerated in this section and allowed by law for the financing of this project.
2. The STATE may allocate the money contributed by the LPA in whatever manner it deems necessary in financing the cost of construction, right-of-way, engineering, and incidental expenses, notwithstanding the percentage basis of contribution by the LPA.
3. The total cost and expenses for the project are only an estimate and the total cost and expenses may be adjusted by the STATE. If any adjustments are required, payment of additional funds shall correspond with the percentages of actual costs when said actual costs are determined, and as requested, by the Director of Transportation.
4. The LPA agrees to pay to the STATE its share of the total estimated cost expense for the above highway project in the amount of **Eighty-Seven Thousand Two Hundred Twenty-One and - - - - 00/100 Dollars, (\$87,221.00).**
5. **The City agrees to assume and bear one hundred percent (100%) of the entire cost of the improvement within the city limits, less the amount of Federal-Aid funds set aside by the Director of Transportation for the financing of this improvement from funds allocated by the Federal Highway Administration, U. S. Department of Transportation.**
6. The LPA agrees to assume and bear One Hundred Percent (100%) of the cost of any construction items required by the LPA on the entire project, which are not necessary for the improvement, as determined by the State and Federal Highway Administration.



7. The LPA agrees that change orders and extra work contracts required fulfilling the construction contracts shall be processed as needed. The STATE shall not approve a change order or extra work contract until it first gives notice, in writing, to the LPA. The LPA shall contribute its share of the cost of these items in accordance with other sections herein.

**SECTION VI: RIGHT-OF-WAY AND UTILITIES**

1. The LPA agrees that all right-of-way required for the described project will be acquired and/or made available in accordance with current State and Federal regulations. The LPA also understands that right-of-way costs include eligible utility costs.
2. The LPA agrees that all utility accommodation, relocation, and reimbursement will comply with the current provisions of 23 CFR 645 and the ODOT Utilities Manual, including that:
  - A. Arrangements have been or will be made with all utilities where facilities are affected by the described PROJECT, that the utilities have agreed to make all necessary removals and/or relocations to clear any construction called for by the plans of this PROJECT, and that the utilities have agreed to make the necessary removals and/or relocations after notification by the LPA or STATE.
  - B. The LPA shall, at its own expense, make all removals and/or relocations of publicly-owned utilities which do not comply with the reimbursement provisions of the ODOT Utilities Manual. Publicly-owned facilities which do comply with the reimbursement provisions of the ODOT Utilities Manual will be removed and/or relocated at project expense, exclusive of betterments.
  - C. The removals and/or relocation of all utilities shall be done in such a manner as not to interfere with the operation of the contractor constructing the PROJECT and that the utility removals and/or relocations shall be approved by the STATE and performed in accordance with the provisions of the ODOT Construction and Materials Specifications.

**SECTION VII: ADDITIONAL PROJECT OBLIGATIONS**

1. The STATE shall initiate the competitive bid letting process and award the PROJECT in accordance with ODOT's policies and procedures.
2. The LPA agrees:
  - A. To keep said highway open to traffic at all times;
  - B. To maintain the PROJECT in accordance with the provisions of the statutes relating thereto,

- C. To make ample financial and other provisions for such maintenance of the PROJECT after its completion;
- D. To maintain the right-of-way and keep it free of obstructions in a manner satisfactory to the STATE and hold said right-of-way inviolate for public highway purposes;
- E. To place and maintain all traffic control devices conforming to the Ohio Manual of Uniform Traffic Control Devices on the project in compliance with the provisions of Section 4511.11 of the Ohio Revised Code;
- F. To regulate parking in accordance with Section 4511.66 of the Ohio Revised Code, unless otherwise controlled by local ordinance or resolution.

**SECTION VIII: DISPUTES**

In the event that any disputes arise between the STATE and LPA concerning interruption of or performance pursuant to this contract, such disputes shall be resolved solely and finally by the Director of Transportation.

**SECTION IX: NOTICE**

Notice under this contract shall be directed as follows:

**City of Newark**  
**40 West Main Street**  
**Newark, Ohio**  
**43055**

Ohio Department of Transportation  
Office of Contract Sales & Estimating  
1980 West Broad Street, MS 4110  
Columbus, Ohio 43223

**SECTION X: FEDERAL REQUIREMENTS**

1. In carrying out this contract, LPA shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, or age. LPA will ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex, national origin (ancestry), disability, genetic information, or age (40 years or older), sexual orientation, or military status (past, present, future). Such action shall include, but not be limited to, the following: Employment, Upgrading, Demotion, or Transfer; Recruitment or Recruitment Advertising; Layoff or Termination; Rates of Pay or other forms of Compensation; and Selection for Training including Apprenticeship.

2. To the extent necessary under Ohio law, LPA agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. LPA will, in all solicitations or advertisements for employees placed by or on behalf of LPA, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin (ancestry), disability, genetic information, age (40 years or older), sexual orientation, or military status (past, present, future). If applicable, the LPA shall incorporate the foregoing requirements of this paragraph in all of its contracts for any of the work prescribed herein (other than subcontracts for standard commercial supplies or raw materials) and will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.
3. LPA agrees to fully comply with Title VI of the Civil Rights Act of 1964, 42 USC Sec. 2000. LPA shall not discriminate on the basis of race, color, or national origin in its programs or activities. The Director of Transportation may monitor the Contractor's compliance with Title VI.

**SECTION XI: GENERAL PROVISIONS**

1. This contract constitutes the entire contract between the parties. All prior discussions and understandings between the parties are superseded by this contract.
2. Neither this contract nor any rights, duties or obligations described herein shall be assigned by either party hereto without the prior express written consent of the other party.
3. Any change to the provisions of this contract must be made in a written amendment executed by both parties.
4. This contract and any claims arising out of this contract shall be governed by the laws of the State of Ohio. Any provision of this contract prohibited by the law of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this contract or the performance thereunder shall be brought only in the courts of Ohio, and the LPA hereby irrevocably consents to such jurisdiction. To the extent that the STATE is a party to any litigation arising out of or relating in any way to this contract or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.
5. All financial obligations of the State of Ohio, as provided in this contract, are subject to the provisions of Section 126.07 of the Ohio Revised Code. The financial obligations of the State of Ohio shall not be valid and enforceable unless funds are appropriated by the Ohio General Assembly and encumbered by the STATE. Additionally, it is understood that this financial obligation of the LPA shall not be valid and enforceable unless funds are appropriated by the LPA's legislative body.

- 6. This contract shall be deemed to have been substantially performed only when fully performed according to its terms and conditions and any modification thereof.
- 7. LPA agrees that it is currently in compliance and will continue to adhere to the requirements of Ohio Ethics law as provided by Section 102.03 and 102.04 of the Ohio Revised Code.

**SECTION XII: SIGNATURES**

Any person executing this contract in a representative capacity hereby warrants that he/she has been duly authorized by his/her principal to execute this contract on such principal behalf.

Any party hereto may deliver a copy of its counterpart signature page to this Agreement via fax or e-mail. Each party hereto shall be entitled to rely upon a facsimile signature on any other party delivered in such a manner as if such signature were an original.

**IN WITNESS THEREOF**, the parties hereto have caused this contract to be duly executed in duplicate.

**SEAL**  
(If Applicable)

**OHIO DEPARTMENT OF  
TRANSPORTATION**

**LOCAL PUBLIC AGENCY  
City of Newark**

\_\_\_\_\_  
Director of Transportation

\_\_\_\_\_  
**Service Director**

\_\_\_\_\_  
Date

Approved:  
Dave Yost  
Attorney General of Ohio

By: \_\_\_\_\_  
Corinna Efke  
Unit Coordinator, Transportation  
Executive Agencies Section

ORDINANCE NO. 23-07

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

AN ORDINANCE CHANGING THE ZONING CLASSIFICATION OF CERTAIN REAL PROPERTY, GENERALLY DESCRIBED AS 882 WEIANT AVENUE, CITY OF NEWARK, LICKING COUNTY, OHIO, PARCEL TAX ID #054-226500-00.000 FROM THAT OF SINGLE-FAMILY RESIDENCE – RH – HIGH DENSITY DISTRICT TO MFR – MULTI-FAMILY RESIDENCE DISTRICT, ZONING CODE OF THE CITY OF NEWARK, OHIO.

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

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

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

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

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

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

**SEE EXHIBIT “A” FOR LEGAL DESCRIPTION**

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

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

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

Passed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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


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

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

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

\_\_\_\_\_  
MAYOR

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

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

DESCRIPTION APPROVED: \_\_\_\_\_

\_\_\_\_\_  
Brian Morehead, Engineer

Prepared by the Office of the Director of Law

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

AN ORDINANCE CHANGING THE ZONING CLASSIFICATION OF CERTAIN REAL PROPERTY, GENERALLY DESCRIBED AS 281 ELMWOOD AVENUE, CITY OF NEWARK, LICKING COUNTY, OHIO, PARCEL TAX ID #054-278850-00.000 FROM THAT OF SINGLE-FAMILY RESIDENCE – RH – HIGH DENSITY DISTRICT TO TFR – TWO-FAMILY RESIDENCE DISTRICT, ZONING CODE OF THE CITY OF NEWARK, OHIO.

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

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

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

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

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

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

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

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

Passed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

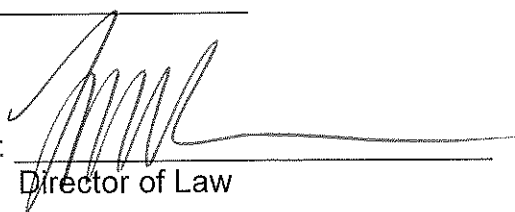
\_\_\_\_\_  
PRESIDENT OF COUNCIL

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

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

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

\_\_\_\_\_  
MAYOR

FORM APPROVED:   
Director of Law

DESCRIPTION APPROVED: \_\_\_\_\_  
Brian Morehead, Engineer

Prepared by the Office of the Director of Law



RESOLUTION NO. 23-31

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

A RESOLUTION AUTHORIZING THE DIRECTOR OF PUBLIC SERVICE FOR THE CITY OF NEWARK, OHIO, TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE LICKING COUNTY SOIL AND WATER CONSERVATION DISTRICT

**WHEREAS**, Licking County Soil and Water Conservation District (“LCSWCD”) is a locally-organized, self-governing body chartered by the State of Ohio with a goal of providing responsible leadership and good stewardship of the county’s soil, water, and natural resources; and,

**WHEREAS**, the Ohio Environmental Protection Agency requires the City to meet a number of regulatory obligations as a component of its issued National Pollution Discharge Elimination System permit; and,

**WHEREAS**, LCSWCD has offered to provide such services to the City to aid in meeting the Ohio Environmental Protection Agency requirements, including but not limited to: providing employee training, public outreach, community education, and pollution prevention; and,

**WHEREAS**, in order to meet these obligations in the most cost-effective way and to benefit from LCSWCD’s expertise, it is in the City’s best interest to contract with LCSWCD for assistance in meeting these Ohio Environmental Protection Agency requirements; and,

**WHEREAS**, in order to memorialize this agreement, the City and LCSWCD desire to enter into the Memorandum of Understanding attached as Exhibit “A.”

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

**SECTION ONE:** The Director of Public Service is hereby authorized and directed to enter into a memorandum of understanding with the Licking County Soil and Water Conservation District for provide services and training.

**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 \_\_\_\_\_, 2023.

\_\_\_\_\_  
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

**Agreement for  
Storm Water Management Program Implementation and Annual  
Reporting Services Between  
Licking County Soil and Water Conservation  
District And  
City of Newark**

This agreement between Licking County Soil and Water Conservation District (hereinafter referred to as "DISTRICT"), and pursuant to Resolution 2023-\_\_\_\_\_ passed and adopted by the City of Newark on the \_\_\_\_ day of\_\_\_\_. 2023, (hereinafter referred to as "CITY"), is hereby made and entered into on the Effective Date.

**Whereas**, the United States Environmental Protection Agency ("USEPA") promulgated the National Pollution Discharge Elimination System ("NPDES") Phase II storm water regulations on December 9, 1999, mandated by the 1987 amendments to the Clean Water Act, and;

**Whereas**, as part of the NPDES Phase II storm water rules, USEPA defined municipal separate storm sewer systems ("MS4"s) as "a conveyance or system of conveyances (including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, man-made channels, or storm drains): (i) owned or operated by a State, city, town, borough, county, parish, district, association or other public body...or a designated and approved management agency under section 208 of the Clean Water Act; (ii) designed or used for collecting or conveying storm water; (iii) which is not a combined sewer; and (iv) which is not part of a publicly owned treatment works as defined at 40 CFR 122," and;

**Whereas**, the Ohio Environmental Protections Agency ("OEPA") is the designated agency for the implementation of the NPDES Phase II storm water program in the State of Ohio, and;

**Whereas**, the City of Newark, Licking County, Ohio, has been identified as an entity that owns or operates a MS4 that requires the CITY to submit an annual report no later than April 1 of each year, and;

**Whereas**, the NPDES Phase II storm water rules require the development, implementation, and enforcement of a Storm Water Management Program ("SWMP"), and;

**Whereas**, CITY desires to comply with the NPDES Phase II storm water regulations, and;

**Whereas**, CITY agrees the Urbanized Areas as determined by the US Census will be a part of the NPDES Phase II SWMP, and;

**Now, therefore**, DISTRICT and CITY, agree that:

**Section 1: General Agreement, Guidelines**

CITY and DISTRICT agree this agreement references NPDES Phase II for storm water as defined in NPDES Permit No.: OHQ000004

**Section 2: General Requirements of District:**

DISTRICT will provide the services outlined in Exhibit A.

**Section 3: General Requirements of City**

CITY will provide the services outlined in Exhibit B

**Section 4: Compensation**

CITY shall compensate DISTRICT \$50.00 per hour for any services provided under this Agreement. DISTRICT shall invoice CITY quarterly for all services rendered under this Agreement, However, notwithstanding anything stated herein to the contrary, DISTRICT shall not be entitled to be paid, and will not be paid, more than \$20,000 for all services provided under this Agreement in any calendar year.

1. DISTRICT shall maintain a detailed record of its time expended under this Agreement, and CITY may request a copy of this record at any time.

If CITY requires services beyond the scope of this Agreement, additional "service agreements" may be entered into by DISTRICT and CITY for other projects related to further implementing the SWMP, drainage and erosion concerns, and inspections. DISTRICT will work with CITY to determine the number of service hours and appropriate budget needed for any additional agreements and new permits for future NPDES Phase II storm water programs.

**Section 5: Mutual Agreement**

It is mutually agreed by DISTRICT and CITY:

1. DISTRICT is a conservation technical and education service agency and therefore, is not granted regulatory authority by the Ohio Revised Code.
2. The working relationship is defined to include a line of communication with appropriate departments.
3. CITY and DISTRICT will meet when necessary to review and coordinate activities and programs with the objective of developing a multi-discipline approach to resource management.
4. The standards and specification developed by CITY shall be the primary source of information in the planning and application of conservation measures within CITY.
5. DISTRICT expressly understands and agrees this Agreement constitutes only a contract for independently provided services and not a contract of employment. DISTRICT shall be solely responsible for, and shall have sole control over, the means, methods, techniques, equipment, and procedures for performance of the services hereunder. Neither DISTRICT

nor any of its employees, is eligible for fringe benefits or health insurance coverage offered

by CITY. DISTRICT shall work as an independent contractor and be solely responsible for compliance with all federal, state, and local laws concerning withholding, estimation, and payment of taxes in connection with any and all income or benefits earned under this Agreement

6. CITY and DISTRICT will work diligently and cooperatively in complying with the applicable regulations, rules, standards, and specifications that are granted to CITY by the Ohio Constitution, the Ohio Revised Code, the Ohio Administrative Code, and CITY regulations and resolutions.
7. CITY and DISTRICT will review quality of service and address concerns as they arise.
8. Credit will be given jointly to DISTRICT and CITY in natural resources/NPDES Phase II storm water related publications prior to publication.

#### **Section 6: Term Renewal**

This agreement shall take effective on the Effective Date and will remain in effect until March 31, 2026 (the anticipated life of the NPDES Permit No.: OHQ000004).

#### **Section 7: Termination**

CITY or DISTRICT may terminate this Agreement at any time for any reason upon sixty (60) days' written notice.

#### **Section 8: Enforceability**

If any portion of the agreement proves to be invalid or unconstitutional, the same shall not be held to invalidate or impair the validity, force, or effect of any other portion of this agreement unless it clearly appears that such other portion is wholly or necessarily dependent for its operation upon the portion so held invalid or unconstitutional.

#### **Section 9: Binding Effect**

Both parties, their successors and assigns, have bound themselves to this agreement. Neither party shall be permitted to assign, sublet, or transfer any part of its interest in this agreement without the prior written consent of the other party.

#### **Section 10: Waiver of Breach**

The waiver of either party of a breach or violation of any provision of the agreement shall not operate or be constructed to be a waiver of any subsequent breach thereof.

#### **Section 11: Entire Agreement Modification**

This agreement contains the entire agreement of the parties. It may be modified only by a written agreement signed by both parties.

**Section 12: Notice**

Notice of cancellation of the agreement pursuant to the Notice of Termination specified in Section 7 shall be delivered via certified mail. All other notices required to be given under this agreement shall be delivered by regular mail.

Notices shall be deemed to have been given to each party if provided as follows:

If to CITY:

City of Newark  
Lindsey Brighton  
Stormwater Coordinator  
40 West Main Street  
Newark, Ohio 43055

If to DISTRICT

Licking County Soil and Water Conservation  
District Program Administrator  
771 East Main St., Suite 100  
Newark, Ohio 43055

**Section 13: Counterparts**

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. The Parties further agree that facsimile signatures and signatures provided electronically in .pdf format by the Parties shall be binding to the same extent as original signatures.

Nothing contained in this agreement shall be construed so as to limit the authority of this CITY or this DISTRICT under Ohio law.

IN WITNESS WHEREOF, the parties hereto have made and executed this agreement the day and year first above written.

CITY  
CITY OF NEWARK

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

DISTRICT  
LICKING COUNTY SOIL AND WATER CONSERVATION DISTRICT

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Approved as to form:

\_\_\_\_\_ City of Newark, Director of Law

\_\_\_\_\_ Licking County Prosecutor

**Exhibit A**  
to  
**Agreement for Public Education, Outreach, Involvement, and Participation Concerning  
Effects of Storm-Water Drainage**

**Licking County Soil & Water Conservation District Responsibilities**

Licking County Soil and Water Conservation District (“LCSWCD”) will perform the following tasks on behalf of the City of Newark, Ohio (“City”) in order for the city to fulfill its obligation under Ohio EPA NPDES Permit No.: OHQ000004.

**MCM 1 Public Education & Outreach**

The LCSWCD shall provide a public education program to distribute educational materials to citizens of the City utilizing the following methods of communication:

1. LCSWCD Non-Personal Media (Examples include and are not limited to monthly e-blasts, quarterly newsletters (print and electronic), LCSWCD website, Facebook, informational brochures, traditional mailings)
2. The LCSWCD shall conduct equivalent outreach activities about the impacts of storm water discharges on water bodies and the steps that the public can take to reduce pollutants in storm water runoff utilizing the following method of outreach:
  - a. LCSWCD Storm Water Displays/Presentations (Examples include participation in community events, hosting storm water related workshops, using tabletop models).
3. Community Events – The LCSWCD shall provide education opportunities to the citizens of the City of Newark about the impacts that home owner/business owner activities have on storm water. The LCSWCD shall attend or host at least one community event each year. The City and the LCSWCD shall coordinate with each other annually to establish which community events the LCSWCD will attend or host. The interim milestone for this measurable goal is for the LCSWCD to attend or host at a minimum one event per year for the duration of this contract.
4. Newark’s Stormwater Management Plan includes implementation of a formal stormwater education curriculum for public and private (K-12) schools. Each school will receive 50% off of their city stormwater bill providing that 20% of each school’s staff attends an annual training opportunity. LCSWCD will provide the training opportunities to allow the schools to fulfill this requirement. Training offered might include: *Project WET, Project WILD/Aquatic WILD, Citizen Science, Project Learning Tree, Healthy Water, Healthy People, Infrastructure Tours, etc. Each school is responsible for submitting an annual report to the city to be considered for the stormwater discount.*

*Performance Standards*

The storm water Public Education and Outreach Program shall include more than one mechanism and target at least five different storm water themes or messages over the permit term. At a minimum, at least one theme or message shall be targeted to the development community. The storm water public education and outreach program shall reach at least 50 percent of the population over the permit term.

The LCSWCD will be responsible for providing education based on the (5) different storm water themes or messages based on the City’s Storm Water Management Plan. At a minimum, one of the themes must target the development community. The LCSWCD will work with the City to meet the requirement of reaching at least 50% of the City’s population over the permit term.



The following (5) themes or messages will be addressed by the LCSWCD. \*\*NOTE- updated to current SWMP for Specific City\*\*

1. Keep Licking River Clean – General Public
2. Only Rain Down the Drain – Homeowners, Landscapers
3. Soak It Up – Homeowners
4. Construction Site Runoff Control – Contractors, Developers
5. Good Housekeeping at Home – Homeowners, Rental/Residential Community
6. Good Housekeeping at Work – Commercial/Industrial Community

### *Annual Reporting*

The City's Ohio EPA NPDES permit requires an annual report that identifies each mechanism used, including each storm water theme, each audience targeted and an estimate of how many people were reached by each mechanism. The report will be provided to the City of Newark to file the Annual Report by February 15<sup>th</sup> each year.

The LCSWCD shall be responsible for tracking the following throughout each year.

1. Identifying each mechanism used;
2. Identifying each theme or message delivered;
3. Identifying each audience targeted;
4. Identifying participants' zip codes; and
5. Estimating the # of people reached via each mechanism.

LCWCD will provide a list of educators who attended training during the year. The list shall include the educator's school name, grade, date of training, and type of training.

### **MCM 2 Public Involvement/Participation**

1. The LCSWCD shall be responsible for implementing the following Public Involvement & Education Programs and Events.
  - a. River Roundup (River Clean-Up event held during the summer/fall months)
  - b. Storm Water Display (Traveling storm water models to appear at events within city)
  - c. Public Programs (Various conservation programs held by the LCSWCD in the community)
  - d. Promotion of Community Collection Days (Various community wide collection days for trash, recyclables, tires, etc.)

### **Performance Standards**

1. River Round Up – Encouraging citizens to clean up the waterways and their embankments within the city limits shall be the responsibility of the City and the LCSWCD. The City and the LCSWCD shall coordinate with each other on an annual basis to ensure that the citizens of Newark are able to participate in the River Round Up event. The measurable goal that LCSWCD will be responsible for are:
  - a. Recruit 10 participants and invite local leaders and the media to the River Round Up preview event on an annual basis. (August – September) (City and LCSWCD)
  - b. Reach the Schools in the City via email in the first of the year to invite them to participate in the River Roundup Poster Contest. (January) (LCSWCD)
  - c. Receive 10 new poster contest entries per year for the duration of this agreement.
2. Storm Water Display –LCSWCD shall be responsible for providing the public with an opportunity to learn about storm water in a non-formal setting. This will be made possible through the LCSWCD's regularly scheduled events as well as through any City sponsored events that the LCSWCD attends. The goal will be to establish at least 1 City sponsored event per year and for the LCSWCD to attend that event annually. We will attempt to ensure that one event is held every year beginning with the first year that this contract is in effect.

3. Public Programs/Workshops- The LCSWCD shall be responsible for providing hands-on public programming to residents of the Newark on topics related to storm water. Both parties shall work together to promote the various programs that are held throughout the City to the citizens of Newark utilizing non-personal media. The goal will be to host at least one event within the City limits within the first year of this contract being in place and then continue with at least one event per year after that.
4. Community Collection Days – The LCSWCD shall be responsible for advertising/promoting specific days and locations for community members to properly dispose of unwanted items such as tires, yard waste and hazardous waste materials. The goal will be for the LCSWCD to promote such events at least once every calendar year. The City and the LCSWCD shall work together to promote each community collection day.

#### *Performance Standards*

The Public Involvement and Participation program shall include, at a minimum, five public involvement activities over the term of the City's Ohio EPA NPDES permit.

The City and the LCSWCD shall be responsible for identifying which (5) public involvement activities are to be used over the term of the City's Ohio EPA NPDES permit. Public/Involvement activities may include, but are not limited to, programs in classrooms in the school district for the city, the River Round Up, Stream Team Workshops, Rain Barrel Workshops, Waste Collection Days, etc.

#### *Annual Reporting*

The annual report must identify each public involvement/participation activity conducted, including a brief description of activity and include an estimate of how many people participated. The LCSWCD shall be responsible for providing the City with the information necessary to complete the annual report by February 15th of each year.

### **MCM 3 Illicit Discharge Detection and Elimination**

1. The LCSWCD shall be responsible for providing training programs to inform public employees (City inspectors, service center personnel, police fire, emergency services, etc.) of the hazards associated with illegal discharges and improper handling, storage, and disposal of solid waste and other pollutants.

#### *Performance Standards*

The IDDE training will be conducted a minimum of once annually, either in person or virtually, at the same time as the Good Housekeeping training.

#### *Annual Reporting*

The annual report must include the number of staff who attended training, topic and documentation of the training (sign in sheets and quiz results). The LCSWCD shall be responsible for providing the City with the information necessary to complete the annual report by February 15th of each year.

### **MCM 6 Pollution Prevention/Good Housekeeping**

Developing and implementing a program with the goal of preventing or reducing pollutant runoff from municipal operations. The program must include municipal staff training on pollution prevention measures and techniques (e.g., regular street sweeping, reduction in the use of pesticides or street salt, or frequent catch-basin cleaning).

1. LCSWCD will be responsible for Good Housekeeping Training for City Employees – The LCSWCD shall be responsible for providing annual NPDES storm water (Good Housekeeping) training to City employees who work in all City buildings that require a SWPPP. The training sessions shall target Pollution Prevention at Municipal Facilities and while on the job.
2. The City and the LCSWCD shall coordinate with each other in order to establish the date, time and location of the training on an annual basis. The training of all necessary City employees shall be done no later than December 31<sup>st</sup> of each calendar year.
3. LCSWCD will provide training videos at no charge for any new hire or refresher courses for employees.
4. LCSWCD will provide support for the annual municipal building inspections required if within the incorporated area.

#### *Performance Standards*

The Pollution Prevention/Good Housekeeping training shall include in person or virtual trainings to meet OEPA standards over the term of the MOU.

LCSWCD will provide relevant trainings for the municipal staff identified by the city. Municipal facilities within the incorporated areas will have SWPPPs which includes inspection forms for the facilities. LCSWCD staff will walk through the inspection with the City's representative annually if requested.

#### *Annual Reporting*

The annual report must include the number of staff who attended training, topic and documentation of the training (sign in sheets and quiz results). The LCSWCD shall be responsible for providing the City with the information necessary to complete the annual report by February 15th of each year.

**Exhibit B**  
**to**  
**Agreement for Public Education, Outreach, Involvement, and Participation Concerning**  
**Effects of Storm-Water Drainage**

**City of Newark Responsibilities**

City of Newark, Ohio ("City") will perform the following tasks to as the liaison with the community in order for the city to fulfill its obligation under Ohio EPA NPDES Permit No.: OHQ000004.

**MCM 1 Public Education & Outreach:**

1. Provide space at a city public facility for brochures, newsletters and stormwater information provided by LCSWCD
2. Participate in social media promotion by following and sharing LCSWCD social media accounts for stormwater messaging, including LCSWCD website link on City's webpages.
3. The City and the LCSWCD shall coordinate with each other annually to establish which community events the LCSWCD will attend or host.
4. The City and the LCSWCD shall coordinate with each other to arrange the dates and locations for the annual teacher workshops. City will provide staff for infrastructure tours.
5. Complete the MCM 1 Public Education & Outreach section of the Annual Report with information provided by LCSWCD.

**MCM 2 Public Involvement/Participation**

1. The city will be required to cooperate and help promote the following programs and events to be successful.
  - a. River Roundup (River Clean-Up event held during the summer/fall months)
  - b. Storm Water Display (Traveling storm water models to appear at events within city)
  - c. Public Programs (Various conservation programs held by the LCSWCD in the community)
  - d. Promotion of Community Collection Days (Various community wide collection days for trash, recyclables, tires, etc.)
2. Complete the MCM 2 Public Involvement/Participation section of the Annual Report with information provided by LCSWCD.

**MCM 6 Good Housekeeping and Pollution Prevention**

1. The City and the LCSWCD shall coordinate with each other in order to establish the date, time and location of the training on an annual basis.
  - a. The city will provide space and/or virtual capabilities to accomplish good housekeeping training.
  - b. The city representative will be responsible for annual municipal building inspections with help from LCSWCD if requested.
2. Complete the MCM 6 Pollution Prevention and Good Housekeeping section of the Annual Report with information provided by LCSWCD.

RESOLUTION NO. 23-32

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

A RESOLUTION AUTHORIZING THE DIRECTOR OF PUBLIC SERVICE FOR THE CITY OF NEWARK, OHIO, TO ENTER INTO A COOPERATIVE AGREEMENT WITH NEWARK DEVELOPMENT PARTNERS AND OTHER AFFECTED PROPERTY OWNERS FOR REPLACEMENT OF A SEWER LINE

WHEREAS, it was recently discovered during the renovation of the property known as the “Arcade”, located at 33 N. 3<sup>rd</sup> Street, in Downtown Newark, that the main sewer line which runs underneath the structure is failing and needs to be replaced, and;

WHEREAS, the failing sewer line serves not only the Arcade but several other businesses located on Church Street in Downtown Newark, and;

WHEREAS, failure to replace the sewer line has the potential to negatively impact businesses as well as affect the health and safety of the citizens of Downtown Newark; and,

WHEREAS, it is the City’s desire, in order to promote the revitalization of downtown, protect historic buildings, and provide for the safety of the community, to assist the affected property owners in funding the cost of replacing the sewer line; and,

WHEREAS, in order to effectuate this project, the City, Newark Development Partners and the other affected business owners desire to enter into a Cooperative Agreement for the replacement of the main sewer line located at 33 N. 3<sup>rd</sup> Street, Downtown Newark; and;

WHEREAS, this matter was considered by the Service Committee of this Council who passed this Resolution on to the full Council for consideration.

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

**SECTION ONE:** The Director of Public Service is hereby authorized and directed to enter into a cooperative agreement with Newark Development Partners and other affected property owners for the replacement of the sewer line.

**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 \_\_\_\_\_, 2023.

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PRESIDENT OF COUNCIL

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

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

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

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MAYOR

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

Prepared by the Office of the Director of Law