

ORDINANCE 25-50

AN ORDINANCE TO ASSUME MAINTENANCE RESPONSIBILITY FOR THE FULL WIDTH OF HORNS HILL ROAD FROM WILDFLOWER DRIVE UNTIL HORNS HILL ROAD EXITS THE MUNICIPALITY'S LIMITS ADJACENT TO 2250 Horns Hill Rd. Newark, OH 43055 and TO AUTHORIZE THE SERVICE DIRECTOR TO ENTER INTO ALL NECESSARY ROAD MAINTENANCE AGREEMENTS WITH THE LICKING COUNTY BOARD OF COMMISSIONERS FOR THE MAINTENANCE OF HORNS HILL ROAD.

WHEREAS, Section 5535.01 of the Ohio Revised Code requires the county roads to be maintained by the board of county commissioners; and

WHEREAS, Section 307.15 of the Ohio Revised Code provides that a Board of County Commissioners may enter into agreements with the legislative authority of any municipal corporation whereby the legislative authority of any municipal corporation undertakes, and is authorized by the Board of County Commissioners, to exercise any power, perform any function, or render any service, on behalf of the county of the board, that the county or the board may exercise, perform or render; and

WHEREAS, the Licking County Board of Commissioners requires municipalities to enter into a Road Maintenance Agreement when the annexation of land to the municipality causes a roadway or a section thereof to be divided between two political jurisdictions; and

WHEREAS, the pending annexation of approximately 2.00 acres located on the west side of Horns Hill Road causes a section of Horns Hill Road to be divided at the centerline between the City of Newark and Licking County, and;

WHEREAS, Council has determined that the City of Newark has the necessary resources to maintain and make the necessary improvements to all sections of Horns Hill Road as identified in the Horns Hill Road NE (CR 203) Maintenance and Improvement Agreement identified as "Exhibit 1" and attached hereto and incorporated herein by reference.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL THE CITY OF NEWARK, BY A MAJORITY OF THE MEMBERS ELECTED THERETO CONCURRING THAT:

- Section 1:** The City of Newark shall enter into an agreement with Licking County that the City will assume maintenance responsibility for the full width of Horns Hill Road as detailed more fully in the corresponding Exhibit 1 attached to this ordinance and maintenance responsibilities shall include but not be limited to: paving, striping, drainage, installation, mowing, maintenance of traffic control devices, and snow removal.
- Section 2:** The maintenance responsibilities assumed by the City of Newark as described in Section 1 above, shall commence from and after the effective date of the respective annexation of the adjacent parcel into the City.
- Section 3:** The City of Newark agrees to cooperate with Licking County with regard to maintenance of Horns Hill Road, to ensure that the roads are maintained in a

manner that is in the best interest of the City and township residents and in an economically efficient manner for the City, the townships, and Licking County following the respective annexation(s).

**Section 4:** The Services Director is hereby authorized to enter into all necessary roadway maintenance agreements with the Licking County Board of Commissioners, relative to the maintenance of Horns Hill Road now and in the future.

Passed this \_\_\_\_\_ day of \_\_\_\_\_,

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

Clerk of Council

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

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

\_\_\_\_\_  
MAYOR

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

Director of Law

## **AGREEMENT**

### **HORNS HILL ROAD NE (CR 203) MAINTENANCE AND IMPROVEMENT AGREEMENT**

This Agreement is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2025 by and between the Board of Licking County Commissioners, 20 S. Second Street, Newark, Ohio ("the County"), and the City of Newark, Ohio, 40 W. Main Street, Newark, Ohio ("the City").

#### **WITNESSETH**

In consideration of the terms and conditions hereinafter set forth, the County and the City agree as follows:

#### **Section 1: Authority**

Ohio Revised Code §5535.01 requires that all county roads be maintained by the board of county commissioners.

Ohio Revised Code §723.01 requires that all streets located within a municipal corporation be maintained by the legislative authority of the municipal corporation.

Ohio Revised Code §9.482 and §307.15 both authorize a county and/or a municipality to enter into agreements with other political subdivisions whereby the county and/or municipality is authorized by the other political subdivision to exercise any power, perform any function, or render any service, on behalf of the contracting political subdivision, that such political subdivision may exercise, perform, or render.

#### **Section 2: Purpose**

Horns Hill Road NE, also known as County Road 203, is a public road that, as a result of several annexations, consists of rights-of-way held by the jurisdiction of Licking County and the jurisdiction of the City of Newark. This Agreement shall set forth the maintenance and improvement responsibility for that portion of Horns Hill Road that is between Wildflower Drive and the current northernmost boundary of the City of Newark on Horns Hill Road ending at a boundary line between parcel 059-297084-00.002 and parcel 054-283524-00.000. For reference, the boundary line of this Agreement that is subject to this agreement is attached hereto and incorporated herein by reference as Exhibit A, and the entire length of the roadway that is subject to this agreement is attached hereto and incorporated herein by reference as Exhibit B.

To better serve the community and to better allocate the City's and County's resources, this Agreement shall set forth the maintenance and improvement responsibility for that portion of Horns Hill Road Northeast that consists of rights-of-ways held by Licking County and the City of Newark between Wildflower Drive and the current northernmost boundary of the City of Newark on Horns Hill Road ending at a boundary line between parcel 059-297084-00.002 and parcel 054-283524-00.000. Said portion of Horns Hill Road shall be hereinafter referred to as the "Shared Portion."

**Section 3: City Responsibilities**

The City hereby acknowledges that it shall have the following obligations on the Shared Portion of Horns Hill Road Northeast:

- A. Mowing
- B. Snow and Ice Control
- C. Pavement Repairs
- D. Resurfacing
- E. Major Road Improvements
- F. Installation and maintenance of all traffic control devices and streetlights that exist or will exist in the future within the Shared Portion.
- G. Maintenance and repair responsibilities for the two drainage structures that are fully within the limits of the incorporated area of the City of Newark.
- H. Maintenance and repair responsibilities for the bridge and accompanying culvert that is fully within the limits of the incorporated area of the City of Newark.

**Section 4: County Responsibilities**

The County hereby acknowledges that it shall have the following obligation on the Shared Portion of Horns Hill Road Northeast:

- A. For all bridges, culverts, or other drainage structures that are partially within the City of Newark and partially within the unincorporated area of the County, it is agreed that the County shall be solely responsible for all maintenance, repair, and replacement of said structures.

**Section 5: Continuing Responsibility**

The County and City shall each continue to be responsible for its own acquisition of any additional rights-of-way that may be necessary for any reason on that portion of Horns Hill Road Northeast not within the Shared Portion held individually by the County and City respectively.

The County and City shall each continue to be responsible for issuing its own licenses and/or permits for work within that portion of Horns Hill Road Northeast not within the Shared Portion held individually by the County and City respectively.

The County and City shall each continue to be responsible for its own maintenance and improvement responsibilities on that portion of Horns Hill Road Northeast not within the Shared Portion held by the County and City respectively that are not otherwise identified and agreed to in Sections 3 and 4 above.

Nothing in this Agreement shall be construed to release Licking County from its continuing duty to be solely responsible to maintain and improve all portions of Horns Hill Road that are not within the Shared Portion of this Agreement.

## **Section 6: Fund-Sharing Projects**

The County shall have no obligation to participate in any fund-sharing of any improvement projects on the portion of Horns Hill Drive Northeast that has not been annexed into the City. If the City proposes a fund-sharing project, the City shall obtain the County's written consent to participate, as evidenced by signed acknowledgement from the Licking County Engineer's Office, *prior* to project initiation ("project initiation" shall mean feasibility studies, preliminary engineering, or any expenditure for professional services).

## **Section 7: Miscellaneous Terms and Conditions**

7.1 Governing Law: All questions regarding the validity, intention, or meaning of this Agreement or any modifications of it relating to the rights and obligations of the Parties shall be construed and resolved under the laws of the State of Ohio. Any suit, which may be brought to enforce any provision of this Agreement or any remedy with respect hereto, shall be brought in the Licking County Common Pleas Court, Licking County, Ohio, and each Party hereby expressly consents to the jurisdiction of such court.

7.2 Severability: If any term or provision of this Agreement or the application of such term or provision to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to any persons or circumstances other than those as to which it is held to be invalid or unenforceable, shall remain unaffected and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

7.3 Headings: The subject headings of the Sections in this Agreement are included for purposes of convenience only, and shall not affect the construction or interpretation of any of its provisions.

7.4 Interpretation: This Agreement shall be deemed to have been drafted by both the County and the City and no inferences of interpretation shall be made to the contrary.

## **Section 8: Term**

This Agreement shall become effective on the date first written above and shall continue until otherwise decided in Section 9 below.

## **Section 9: Termination and Modification**

For the benefit of all Parties and the convenience and welfare of the public, except as otherwise set forth in Section 8 herein, this Agreement shall not be terminated or suspended except that when acting for a good cause, all Parties may unilaterally terminate or suspend this Agreement upon filing proper notice with the other Parties at least one year in advance of the effective date

of termination, stating the intention of the Party to suspend or terminate the Agreement for good cause. The Agreement will automatically terminate if and at such time that the entire portion of Horns Hill Road that is the responsibility of City pursuant to this Agreement, is annexed by City and is within the City corporate boundary. The Parties may mutually agree to terminate or suspend (or Amendment upon future annexation) this Agreement at any time for any reason by action of all Parties.

Amendments to this Agreement shall not be effective unless in writing and signed by all Parties.

**Section 10: Entire Agreement**

This Agreement contains the entire understanding of the Parties. This Agreement supersedes any and all other agreements or understandings between the Parties.

The Rest of Page Intentionally Left Blank  
[Signature Page to Follow]

**In Witness Whereof**, the Parties have executed this Agreement on the dates indicated below:

**LICKING COUNTY BOARD OF COMMISSIONERS**

\_\_\_\_\_  
Commissioner Date

\_\_\_\_\_  
Commissioner Date

\_\_\_\_\_  
Commissioner Date

\_\_\_\_\_  
Approved as to Form  
Licking County Prosecutor's Office

**CITY OF NEWARK**

\_\_\_\_\_  
Service Director, David Rhodes Date

\_\_\_\_\_  
Approved as to Form, Newark Law Director  
Tricia Moore

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

**AN ORDINANCE VACATING A SIXTEEN (16) FOOT WIDE ALLEY AS SHOWN ON THE PLAT OF FAIRVIEW ACRES ADDITION, AS RECORDED IN PLAT BOOK 4, PAGE 96 OF THE LICKING COUNTY PLAT RECORDS; SAID ALLEY IS LOCATED BETWEEN MORGAN AVENUE AND BONER STREET, EAST OF STATE ROUTE 13.**

**WHEREAS**, Newark City Council received a petition from owners of real estate in the City of Newark praying for the herein described alley vacation; and,

**WHEREAS**, the Street Committee of the City of Newark met on February 2, 2026, and considered the procedure as outlined in Section 723.06 of *The Ohio Revised Code* whereby notice of the intention to vacate is not required, and approved the preparation and submittal of this legislation for Council consideration, in accordance with Section 723.06 of *The Ohio Revised Code*; and,

**WHEREAS**, this Council finds there is good cause for such vacation and that such vacation will not be detrimental to the general interest.

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

**Section 1:** The following described alley is hereby vacated, reserving, however, unto the City of Newark, Ohio, its successors and assigns, easements for construction, maintenance, and operation of various utilities, publicly owned and otherwise, to wit:

Being in the State of Ohio, County of Licking, City of Newark, and being a sixteen (16') foot wide alley running north from Morgan Avenue and lying south of Boner Street, as shown on the plat of the Fairview Acres Addition as recorded in Plat Book 4 at Page 96 of the Licking County Plat Records, and being more particularly described as follows:

Beginning at a point at the southeast corner of Lot 11 of said Fairview Acres Addition, said point being on the north line of Morgan Avenue and the west line of the subject alley;

Thence north along the east line of said Lot 11 to the northeast corner of said Lot 11, said point being on the west line of the subject alley;

Thence continuing north along the west line of Lot 2341 of Jacob Boner's Addition, as recorded in Plat Book 2 at Page 244 of the Licking County Plat Records, to the northeast corner of said Lot 2341, said point being on the west line of the subject alley and the south line of Boner Street;

Thence east along the south line of Boner Street to the northwest corner of Lot 10 of the Fairview Acres Addition, said point being on the east line of the subject alley;

Thence south along the west line of said Lot 10 to the southwest corner of the lot;

Thence continuing south along the west boundary of a 16' alley vacated by Ordinance 81-89, to the northwest corner of Lot 12 of said Fairview Acres Addition;

Thence continuing south along the west line of said Lot 12 to the southwest corner of the lot, said point being on the east line of the subject alley and the north line of Morgan Avenue;

Thence, west along the north line of Morgan Avenue to the Place of Beginning.

This description was written based on information provided in existing plat and tax records, without the benefit of a field survey.

**Section 2:** The Division of Engineering of the City of Newark is hereby instructed to prepare a vacation plat of said vacated alley and the Clerk of Council is instructed to endorse upon such plat the action of this Council, and to cause such plat to be recorded in the Office of the Recorder of Licking County, Ohio.

**Section 3:** This Ordinance shall become effective at the earliest time permitted by law after passage by Council and signature of the Mayor.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

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

Attest: \_\_\_\_\_

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

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

\_\_\_\_\_  
Mayor

Form Approved by: \_\_\_\_\_  
Law Director

Prepared by the Division of Engineering.

ORDINANCE NO. 26-04

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

AN ORDINANCE CHANGING THE ZONING CLASSIFICATION OF CERTAIN REAL PROPERTY, GENERALLY DESCRIBED AS 1509 DITMOOR STROLL, A PROPERTY CURRENTLY BEING ANNEXED FROM NEWARK TOWNSHIP TO THE CITY OF NEWARK, LICKING COUNTY, OHIO, PARCEL TAX ID #058-291228-00.000, TO SINGLE-FAMILY RESIDENCE RM-MEDIUM DENSITY ZONING 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 TO SINGLE-FAMILY RESIDENCE RM-MEDIUM DENSITY ZONING DISTRICT, ZONING CODE OF THE CITY OF NEWARK, OHIO.

**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\_\_.

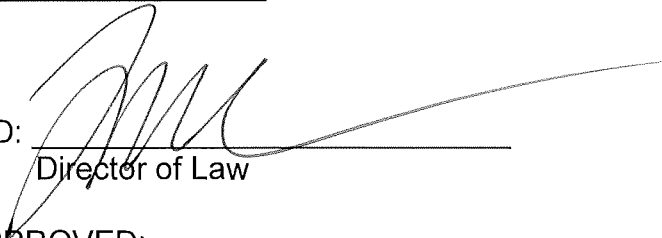
\_\_\_\_\_  
PRESIDENT OF COUNCIL

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



DESCRIPTION OF 0.9 ACRE
FOR ANNEXATION FROM THE TOWNSHIP OF NEWARK
INTO THE CITY OF NEWARK
OCTOBER 09, 2025

Situated in the State of Ohio, County of Licking, Township of Newark, being part of Lot No. 4 in Chilcotes' Little Farms Allotment, as the same is shown upon the plat of said allotment and recorded in Plat Book 4, Page 102 of the plat records of Licking County, Ohio, and being all of the property conveyed to Donna J. Thompson of record in Official Record 196, Page 730 and Instrument Number 201410240020946 (APN 058-291228-00.000), all references being of the Licking County Recorder's Office, unless noted otherwise, and described as follows:

Beginning at the southeast corner of said Lot No. 4, the same being the southeast corner of said Thompson tract, in the centerline of Goosepond Road and in an existing City of Newark corporation line as recorded in Plat Book 6, Pages 1-5 (Ord. No. 55-103);

Thence, along said centerline and existing corporation line, the same being the south line of said Lot 4 and Thompson tract, in a Westerly direction, approximately 157 feet to the southwest corner of said Thompson tract, the same being the southeast corner of that tract conveyed to Elizabeth A. Vaughn of record in Instrument Number 201204260009204;

Thence, along the west line of said Thompson tract, the same being the east line of said Vaughn tract, in a Northerly direction, approximately 262 feet to a common corner thereof, in the south line of that tract conveyed to Pamela S. Rittenhouse of record in Instrument Number 200508100024670;

Thence, along the north line of said Thompson tract, the same being the south line of said Rittenhouse tract, in a Easterly direction, approximately 157 feet to a common corner thereof, in the east line of said Lot 4 and the west right-of-way line of Dit Moor Stroll (33 feet wide);

Thence, along the east line of said Thompson tract, the same being the east line of said Lot 4 and west right-of-way line of Dit Moor Stroll (33 feet wide), in a Southerly direction, approximately 262 feet to point of beginning, containing 0.9 acre, more or less.

Subject to all legal easements, rights-of-way, conditions and restrictions. This description is based on existing Auditor's and Recorder's, Licking County, Ohio, record information and is to be used for annexation purposes only and is not a survey based on OAC 4733-37.

Handwritten signature of John C. Dodgion

JOHN C. DODGION, P.S. 8069

2025 Projects\897601 - 1509 Dit moor Stroll Annexation



Vertical text: Description APPROVED For Annexing Purposes by [Signature] Div. of Engineering City of Newark, Ohio

CITY OF NEWARK, OHIO

ORDINANCE NO. 26-05

TO PROVIDE FOR THE ISSUANCE OF NOT TO EXCEED \$1,060,000 OF BOND ANTICIPATION NOTES IN ANTICIPATION OF THE ISSUANCE OF BONDS FOR THE PURPOSE OF PAYING THE COST OF CHURCH STREET AREA IMPROVEMENTS AND REPAIR, INCLUDING ELECTRICAL, SIDEWALK, STREET AND STREETScape, AND ALL NECESSARY APPURTENANCES THERETO, AND DECLARING AN EMERGENCY.

WHEREAS, the fiscal officer of the City of Newark has heretofore estimated that the life of the project hereinafter described is at least five (5) years, and certified that the maximum maturity of the bonds issued therefor is sixteen (16) years, and of the notes to be issued in anticipation thereof as sixteen (16) years; and

WHEREAS, outstanding notes in the principal amount of \$1,135,000 are about to mature and shall be renewed in an amount not to exceed \$1,060,000.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Newark (hereinafter called the "City" or the "Municipality"), Licking County, Ohio, at least seven (7) of the members elected thereto concurring:

SECTION 1. That it is necessary to issue bonds in the principal amount of not to exceed \$1,060,000 for the purpose of paying the cost of Church Street Area improvements and repair, including electrical, sidewalk, street and streetscape, and all necessary appurtenances thereto. Said bonds shall be dated approximately March 1, 2027, shall bear interest at the rate now estimated at six per centum (6.00%) per annum and shall mature in substantially equal annual or semiannual installments over a period not exceeding sixteen (16) years after their issuance.

SECTION 2. That it is hereby determined that renewal notes (hereinafter called the "Notes") in the principal amount of not to exceed \$1,060,000 shall be issued in anticipation of the issuance of said bonds.

SECTION 3. That the Notes shall be dated their date of issuance, shall bear interest at a rate of interest not to exceed six per centum (6.00%) per annum, without further action of this Council, to be evidenced by the execution and delivery of the Notes as herein provided, payable at maturity, and until the principal sum is paid, shall mature within one (1) year of their dated date, and shall be issued in denominations of \$100,000 or any integral multiple of \$5,000 in excess thereof, and shall be sold only to sophisticated investors.

SECTION 4. That for purposes of this ordinance, the following terms shall have the following meanings:

“Book entry form” or “book entry system” means a form or system under which (i) the beneficial right to payment of principal of and interest on the notes may be transferred only through a book entry, and (ii) physical note certificates in fully registered form are issued only to the Depository or its nominee as registered owner, with the notes “immobilized” to the custody of the Depository, and the book entry maintained by others than this Council is the record that identifies the owners of beneficial interests in those notes and that principal and interest.

“Depository” means any securities depository that is a clearing agency under federal law operating and maintaining, together with its Participants or otherwise, a book entry system to record ownership of beneficial interests in notes or principal and interest, and to effect transfers of notes, in book entry form, and includes and means initially The Depository Trust Company (a limited purpose trust company), New York, New York.

“Participant” means any participant contracting with a Depository under a book entry system and includes security brokers and dealers, banks and trust companies, and clearing corporations.

“Ordinance” means this ordinance.

All or any portion of the notes may be initially issued to a Depository for use in a book entry system, and the provisions of this Section shall apply to such notes, notwithstanding any other provision of this Ordinance. If and as long as a book entry system is utilized with respect to any of such notes: (i) there shall be a single note of each maturity; (ii) those notes shall be registered in the name of the Depository or its nominee, as registered owner, and immobilized in the custody of the Depository; (iii) the beneficial owners of notes in book entry form shall have no right to receive notes in the form of physical securities or certificates; (iv) ownership of beneficial interests in any notes in book entry form shall be shown by book entry on the system maintained and operated by the Depository and its Participants, and transfers of the ownership of beneficial interests shall be made only by book entry by the Depository and its Participants; and (v) the notes as such shall not be transferable or exchangeable, except for transfer to another Depository or to another nominee of a Depository, without further action by this Council. Debt service charges on notes in book entry form registered in the name of a Depository or its nominee shall be payable in the manner provided in this Council’s agreement with the Depository to the Depository or its authorized representative (i) in the case of interest, on each interest payment date, and (ii) in all other cases, upon presentation and surrender of notes as provided in this Ordinance.

The paying agent and registrar (the “Paying Agent and Registrar”) may, with the approval of this Council, enter into an agreement with the beneficial owner or registered owner of any note in the custody of a Depository providing for making all payments to that owner of principal and interest on that note or any portion thereof (other than any payment of the entire unpaid principal amount thereof) at a place and in a manner (including wire transfer of federal funds) other than as provided in this Ordinance, without prior presentation or surrender of the note, upon any conditions which shall be satisfactory to the Paying Agent and Registrar and to this Council. That payment in any event shall be made to the person who is the registered owner of that note on the date that principal is due, or, with respect to the payment of interest, as of the applicable date agreed upon as the case may be. The Paying Agent and Registrar shall furnish a copy of each of those agreements, certified to be correct by the Paying Agent and Registrar, to any other paying agents