

EXTRACT FROM MINUTES OF MEETING

The Council of the City of Newark, Ohio, met in regular session at _____ p.m. on the _____ day of _____, 2026, at _____, Newark, Ohio with the following members present:

There was presented and read to Council Ordinance No. _____, entitled:

AN ORDINANCE CONSOLIDATING UP TO THREE
BOND ANTICIPATION NOTE ISSUES OF THE CITY OF
NEWARK, OHIO AND DECLARING AN EMERGENCY

_____ then moved that Ordinance No. _____ be passed as read.

_____ seconded the motion and, the roll being called upon the question, the vote resulted as follows (at least seven of the members concurring):

AYES:

NAYS:

The Ordinance was declared passed _____, 2026.

CERTIFICATE

The undersigned, Clerk of Council, hereby certifies that the foregoing is a true and correct extract from the minutes of a meeting of the Council of said City, held on the _____ day of _____, 2026, to the extent pertinent to consideration and adoption of the above-entitled legislation.

Clerk of Council

66613494

Resolution No.26-01

BY: _____

A RESOLUTION APPROPRIATING MONIES FOR CURRENT EXPENSES OF THE MUNICIPAL CORPORATION

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

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

Section 1. There is hereby a **disappropriation** of the appropriated balance of the 665 CSO/Sewer Projects Fund, in the amount of \$25,000,000.00 (Original budget for project was \$65,000,000. Bid opened at \$38,000,000. Leaving extra \$2,000,000 for project contingency.)

665.765.5522765	Sewer Lines 16 North Sewer Project	25,000,000.00
-----------------	---------------------------------------	---------------

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

Adopted this _____ day of _____, 2026.

President of Council _____

Attest Clerk of Council _____

Date filed with Mayor _____

Date approved by Mayor _____

Mayor _____

Approved as to form Director of Law _____, _____

BY: _____

A RESOLUTION AUTHORIZING AND DIRECTING THE DIRECTOR OF PUBLIC SERVICE OF THE CITY OF NEWARK, OHIO, TO ENTER INTO CONTRACT WITHOUT COMPETITIVE BIDDING, SUBJECT TO THE APPROPRIATION OF FUNDS, FOR THE PURCHASE OF A REPLACEMENT UTILITY BILLING SOFTWARE (UBS) FOR THE WATER, SEWER AND STORMWATER DEPARTMENTS.

WHEREAS, the City of Newark operates a water, wastewater and stormwater utilities; and,

WHEREAS, the departments require accurate, timely and consistent water billing data to generate revenue for water usage throughout the system; and,

WHEREAS, the departments require a user-friendly interface for customers to access account information, view and pay bills and request or terminate service; and,

WHEREAS, the departments require a more efficient and effective service order system for field crews; and,

WHEREAS, the current UBS was originally purchased in 2006 and is no longer supported; and,

WHEREAS, due to the software being a web-based and proprietary system, and pursuant to 10.02(D) of the Charter of the City of Newark, Ohio, it is requested that competitive bidding be waived and allow the Director of Public Service to enter into a purchase agreement to obtain the needed software; and,

WHEREAS, funding from the water, sewer and stormwater departments is available to purchase said software; and,

WHEREAS, the Service Committee of the Newark City Council met on the 20th day of January, 2026 and voted to forward this legislation to full Council for its further consideration.

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

Section 1: The Director of Public Service is hereby authorized and directed to purchase a SAAS based Utility Billing Software, subject to the appropriation of Water, Sewer and Stormwater funds.

Section 2: It is in the best interest of the City and its residents that competitive bidding be waived pursuant 10.02(D) due to the fact the software is proprietary.

Section 2: This resolution shall become effective at the earliest time permitted in accordance with 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

Prepared by the Division of Water and Wastewater

RESOLUTION NO. 26-03

BY: _____

A RESOLUTION AUTHORIZING AND DIRECTING THE DIRECTOR OF PUBLIC SERVICE FOR THE CITY OF NEWARK, OHIO, TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE LICKING COUNTY TRANSPORTATION IMPROVEMENT DISTRICT AND THE CITY OF HEATH FOR THE CONSTRUCTION OF CERTAIN IMPROVEMENTS TO THORNWOOD DRIVE KNOWN AS THE THORNWOOD DRIVE - FAYE DRIVE IMPROVEMENTS PROJECT, PHASE 2 WORK

WHEREAS, the City of Newark, Ohio (“City”) in cooperation with the Licking County Transportation Improvement District (TID) and the City of Heath, Ohio, are desirous of constructing improvements to Thornwood Drive, a road running generally north and south on the western edges of City of Newark and the City of Heath in Licking County in order to provide the traveling public a better, more efficient, route of travel from Interstate 70 to State Route 16 (“Thornwood Drive Project” or “Project”); and,

WHEREAS, the City, in cooperation with the other parties, seeks to cooperate in the development, funding and construction of the Project, and the details are provided in an intergovernmental agreement between the parties, and:

WHEREAS, the City agrees that the completion of the Project is in the best interest of the City; and,

WHEREAS, execution of this intergovernmental agreement, a draft of which is attached to this Resolution as Exhibit “A”, is necessary for this project to move forward in a timely manner to construct the improvements.

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 to enter into an intergovernmental agreement with the Licking County Transportation Improvement District and the City of Heath for certain improvements to Thornwood Drive.

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

Prepared by the Office of the Director of Law

**INTERGOVERNMENTAL
AGREEMENT 2026-01**

By and Between

THE CITY OF NEWARK, LICKING COUNTY, OHIO

And

THE CITY OF HEATH, LICKING COUNTY, OHIO

And

THE LICKING COUNTY TRANSPORTATION
IMPROVEMENT DISTRICT

[Thornwood Drive-Faye Road Intersection Improvements Project PID 119741]
[Phase 2 Work]

INTERGOVERNMENTAL AGREEMENT 2026-01

This Intergovernmental Agreement 2026-01 (this “Agreement”) is made and entered into on the date last executed below (the “Effective Date”), by and between the CITY OF NEWARK, OHIO (“NEWARK”), a municipal corporation located in Licking County Ohio and pursuant to its Charter and Ordinances; CITY OF HEATH, OHIO (“HEATH”), a municipal corporation located in Licking County Ohio and pursuant to its Charter and Ordinances; and, the LICKING COUNTY TRANSPORTATION IMPROVEMENT DISTRICT, a transportation improvement district and a body both corporate and politic created pursuant to ORC Chapter 5540 (the “LCTID”).

Recitals:

A. The LCTID is authorized by ORC Chapter 5540 (1) to finance, construct, maintain, repair, and operate street, highway, and other transportation projects and (2) to construct, reconstruct, improve, alter, and repair roads, highways, public places, buildings, and other infrastructure and other transportation projects.

B. The projects undertaken by the LCTID and exercise of its authority, pursuant to ORC Chapter 5540, are essential governmental functions and considered to contribute to the improvement of the prosperity, health, safety, and welfare of the people of Licking County, Ohio and the State, and is consistent with and will promote industry, commerce, distribution, and research activity within the COUNTY, the region and the State.

C. HEATH, NEWARK and the LCTID, in conjunction with the COUNTY and Licking County Engineer’s Office (“LCEO”) have recognized that it is a priority to engage and cooperate to the greatest extent practical, in the development of the transportation improvement project known as the “*Thornwood Drive-Faye Road Intersection Improvements Project*” (PID 119741), to improve the Thornwood Dr. to Faye Dr. Intersections and as further set forth, described and designed on the Project plans and documents on file with the LCTID, HEATH, NEWARK and the LCEO (referred to herein as the “Thornwood Drive-Faye Road Intersection Improvements Project” or the “Project”).

D. The Project was incorporated into the LCTID Program, pursuant to ORC Section 5540.03(A)(4) and related ORC sections and designated by action of the LCTID Board of Trustees, and the Parties intend for the LCTID to manage and administer the Project work, with funding required for the Project to be provided for through revenue sources available by and through NEWARK and the LCTID, as further set forth herein.

E. Furthermore, the Parties agree it is most efficient and effective to proceed with the Project improvements in two (2) phases, as follows: *Phase 1*, consisting of the preliminary engineering and detailed design which has been completed, and *Phase 2* consisting of the utility relocation work and construction and construction engineering and inspection work and as hereinafter defined, which is subject of this Agreement. NEWARK has assumed the responsibility of acquiring the necessary right of way for the Project, which shall be completed and certification of clearance provided to the LCTID on or before awarding of a contract by the LCTID for construction services for Phase 2 Work.

F. It is further acknowledged and agreed by the Parties that, with the conclusion of the Phase 1 work and once the right of way acquisition has been completed by Newark the LCTID will administer and manage the Phase 2 Work, in coordination and in conjunction with HEATH, NEWARK and the LCEO, including, but not limited to, the retention of a qualified consultant(s) and construction contractors to provide necessary services to complete the Phase 2 Work.

G. It is further acknowledged and agreed by the Parties that the requisite funding for the Project Cost Items (as hereinafter defined) will be provided by and through the Newark Phase 2 Pledged Amount (as hereinafter defined) and the LCTID Funding (as hereinafter defined)

H. The LCTID is specifically authorized by ORC § 5540.03(A)(10) to receive and accept loans and grants for or in aid of the construction, maintenance, or repair of any Project from the federal or any state or local government; and HEATH and NEWARK are specifically authorized by ORC § 5540.02(F) to make appropriations from moneys available to the HEATH and NEWARK and not otherwise appropriated to pay costs incurred by the LCTID in the exercise of its functions under Chapter 5540 of the ORC.

NOW, THEREFORE, in consideration of the premises and the mutual representations and agreements in this Agreement, HEATH, NEWARK, and the LCTID agree, with the foregoing Recitals incorporated herein by reference and expressly made a binding and integral part of this Agreement, as follows:

Article I Definitions; Construction

Section 1.01. Definitions. As used in this Agreement, the following terms shall have the following meanings, unless the context or use clearly indicates another meaning or intent:

“*Agreement*” means this Intergovernmental Agreement, as the same may be amended from time to time. “*Business Day*” means any day other than a Saturday, Sunday, or legal holiday.

“*Day*” means a calendar day, unless specifically designated as a Business Day.

“*Effective Date*” has the meaning given to such term in the introductory paragraph of this Agreement.

“*LCTID Funding*” means the remainder of the Ohio Department of Transportation (“ODOT”) funding specifically allocated by ODOT to the LCTID, on a reimbursement basis for eligible Project Costs incurred by the LCTID for the Phase 2 Work, per the per LCTID Grant Agreement No. 39502 between the LCTID and ODOT, on file with the LCTID and ODOT and which shall not exceed \$2,800,000.

“*LCTID/ODOT Grant Agreement*” means ODOT grant agreement No. 39502, secured by the LCTID through ODOT’s Silicon Heartland Regional Transportation Projects program dated February 22, 2026 and on file with the LCTID and ODOT, and funding from which shall be the source of the *LCTID Funding* for the Project as heretofore defined.

“*LCTID Pledged Amount*” means LCTID’s commitment for the *Phase 2 Work* (as hereinafter defined). The pledged amount is comprised of the funds to be provided for eligible Project costs, on a reimbursement basis from ODOT pursuant to the LCTID/ODOT Grant Agreement up to a maximum of \$2,800,000.

“*NEWARK 2024 & 2025 PCA Funding*” means funding for the Project in the amount of \$3,000,000 that NEWARK has secured for the Project and which shall be provided by NEWARK to the LCTID to fund a portion of the Project Cost Items for the Phase 2 Work, with said funds having been encumbered by Newark and obligated to the LCTID pursuant to and through a purchase order made payable to the LCTID, in the amount of \$3,000,000, with an effective date of March 1, 2026 (the “Purchase Order”).

“*NEWARK/Ohio Department of Development Grant Agreement*” means the grant funding agreement secured by NEWARK from the Ohio Department of Development (“DOD”) as set forth in NEWARK Grant Agreement Control No. SBIG20266228, effective date September 29, 2025, in the form on file with NEWARK, the LCTID and Ohio DOD, which is a reimbursement-based grant up to a up to a maximum amount of \$1,000,000 to be utilized to fund Project Cost Items and which amount is in addition to the NEWARK Phase 2 Pledged Amount.

“*NEWARK Phase 2 Pledged Amount*” means NEWARK’S commitment to provide for funding in the amount of \$3,000,000 and which is comprised of the NEWARK 2024 & 2025 PCA FUNDING to the LCTID required to pay for a portion of the Project Cost Items for the Phase 2 Work, and to be provided to the LCTID upon invoicing by and through the Purchase Order (hereinafter defined) in the amount of \$3,000,000 and which is comprised of the NEWARK 2024 & 2025 PCA FUNDING and which amount is in addition to the funding provided for under the NEWARK/Ohio Department of Development Grant Agreement.

“*Party*” means, individually, either HEATH, NEWARK, or the LCTID; and “*Parties*” means, collectively, HEATH, NEWARK, or the LCTID.

“*Phase 2*” means utility relocation work and construction and construction engineering and inspection work as necessary and appropriate to complete the Project and as more specifically set forth in per Project documents and plans on file with the LCTID, NEWARK and HEATH.

“*Phase 2 Work*” means certain Project work, including construction, construction engineering, and utility coordination to be performed and managed by and through the LCTID, in cooperation with the LCEO, as more specifically set forth in per documents and plans on file with the LCTID, NEWARK and HEATH developed for performance of this work, with the total costs of the Phase 2 Work to be provided for and funded from the *NEWARK Phase 2 Pledged Amount*, the *NEWARK/Ohio Department of Development Grant Agreement*, *NEWARK Miscellaneous Funds* (if available) and the *LCTID Pledged Amount*.

“*Project*” means the *Thornwood Drive-Faye Road Intersection Improvements Project* and

has the meaning given to such term in Recital C. and as further described and delineated for purposes of this Agreement in accordance with the developed Project plans and documents on file with the LCTID, LCEO, HEATH and NEWARK.

“*Project Cost Item*” or “*Project Cost Items*” means, for purposes of this Agreement, costs of the Phase 2 Work activities, services and/or work items, to facilitate and complete the Phase 2 Work, in the amount of \$5,980,413.68.

“*Purchase Order*” means a purchase order, in the amount of \$3,000,000.00, to be established and issued on or before March 1, 2026 by Newark, in the name of and payable to the LCTID upon submittal of invoices to NEWARK by the LCTID for Project Cost Items incurred by the LCTID for the Phase 2 Work.

“*ORC*” means the Ohio Revised Code, as the same may be amended from time to time.

“*State*” means the State of Ohio.

“*Term*” has the meaning given to such term in Section 4.01.

Section 1.03. References to Parties. Any reference in this Agreement to HEATH, NEWARK, or the LCTID, or to any members or officers of the HEATH, NEWARK, or the LCTID, includes those entities or officials succeeding to their functions, duties or responsibilities pursuant to or by operation of law or lawfully performing their functions.

Section 1.04. Statutory References. Any reference in this Agreement to a section or provision of the Constitution of the State, or to a section, provision, or chapter of the ORC shall include such section, provision, or chapter as modified, revised, supplemented, or superseded from time to time; provided, however, that no amendment, modification, revision, supplement, or superseding section, provision, or chapter shall be applicable solely by reason of this Section if it constitutes in any way an impairment of the rights or obligations of the HEATH, NEWARK, the or the LCTID under this Agreement.

Section 1.05. Adverbs; Other References. Unless the context indicates otherwise, the terms “hereof,” “hereby,” “herein,” “hereto,” “hereunder,” and similar terms used in this Agreement refer to this Agreement; and, unless otherwise indicated, references in this Agreement to articles, sections, subsections, clauses, exhibits, or appendices are references to articles, sections, subsections, clauses, exhibits, or appendices of this Agreement.

Section 1.06. Number and Gender. All terms and words used in this Agreement, regardless of the number and gender in which they are used, shall be deemed and construed to include any other number (singular or plural) and any other gender (masculine, feminine, or neuter) as the context or sense of this Agreement or any article, section, subsection, or clause herein may require, the same as if such words had been fully and properly written in the appropriate number and gender.

Section 1.07. Captions. The captions or headings at the beginning of each article and section of this Agreement are merely guides or labels for the convenience of the Parties to assist

in identifying those articles and sections, are not intended to be a part of the context of this Agreement, and shall not be deemed to modify, to explain, to enlarge, or to restrict any of the provisions hereof.

Section 1.08. Ambiguity. The Parties have participated jointly in the negotiation and drafting of this Agreement. Should any ambiguity or question of intent or interpretation arise with respect to any provision of this Agreement, including any exhibit hereto, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring either Party by virtue of the authorship of any of the provisions of this Agreement.

Section 1.09. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law; but, if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

Article II Scope of Agreement

Section 2.01. Cooperation and Consent. The LCTID, HEATH, and NEWARK acknowledge and agree that the Parties shall cooperate to the greatest extent practical in the development, funding and construction of the Project, which will contribute to the improvement of the prosperity, health, safety, and welfare of all of the people of HEATH and NEWARK, and furthermore, HEATH and NEWARK expressly consent and approve of the LCTID's administration and management of the Phase 2 Work pursuant to the exercise of its powers and authority pursuant to ORC Chapter 5540 and related sections, in conjunction with the LCEO, as determined by the LCTID to be necessary and appropriate for the Project and consistent with the terms and conditions of the Agreement, so as to facilitate the development, acquisition and construction of the Project in their respective jurisdictions. It is further hereby noted that the project extends into the jurisdictions of both NEWARK and HEATH and both NEWARK and HEATH explicitly consent to allow the LCTID and its contractors and consultants to perform Project work within their respective jurisdictions.

Section 2.02. General Agreement Regarding Funding and Phase 2 Work. NEWARK and the LCTID acknowledge and agree as follows:

- (a) NEWARK explicitly agrees to provide the funding for the *NEWARK Phase 2 Pledged Amount*, by means of the establishment and issuance of the Purchase Order to the LCTID, on or before March 1, 2026 in the amount of \$3,000,000.00, payable upon receipt of invoices from the LCTID for Project Cost Items incurred by the LCTID for the Phase 2 Work.
- (b) NEWARK further explicitly agrees to provide to the LCTID the proceeds remitted to NEWARK from the *NEWARK/Ohio Department of Development Grant Agreement* for reimbursement of various Project Cost Items incurred by the LCTID for the Phase 2 Work up to the eligible grant amount of \$1,000,000.00, with remittance to the LCTID of those amounts NEWARK receives under this grant from

the DOD within 30 days of NEWARK's receipt of same.

- (c) NEWARK further explicitly agrees to acquire all necessary rights of way for the Project at no additional cost to the LCTID or HEATH, and to have that right of way available for the Project on or before March 15, 2026. Newark will certify in writing to the LCTID that the right of way, per the Project plans, has been cleared and is accessible for the Phase 2 Work to commence.
- (d) The LCTID explicitly agrees to:
 - i) administer and manage the Phase 2 Work, in coordination and collaboration with HEATH, NEWARK and the LCEO, and perform all the related responsibilities thereby required or appropriate, including, but not limited to, the management, administration and performance of activities required, including retention of a qualified construction and consultant services firm(s) to complete and deliver the Phase 2 Work. However, the LCTID's obligation relative to retention of the aforementioned construction and consultant services firm(s) and otherwise, so as to complete and deliver the Phase 2 Work, is expressly conditioned upon confirmation of the establishment and issuance of the Purchase Order for the *NEWARK Phase 2 Pledged Amount*.
 - ii) only utilize the funds pledged in (a) and (b) above for the Project Cost Items and will allocate those funds so designated for the Phase 2 Work further in accordance with Section 2.03 below.
- (e) The LCTID further commits the LCTID Funding for funding Project Cost Items incurred in the performance of the Phase 2 Work in a total amount not to exceed \$2,800,000.00, pursuant to and in accordance with the LCTID/ODOT Grant Agreement No. 39502 and subject to approval by ODOT and receipt by the LCTID of the payments from ODOT.
- (f) Furthermore, the Parties agree that if, upon final closeout of the Phase 2 Work, there is an excess amount remaining of the ODOT Grant Fund No. 39502 Amount, said amount will be retained by the LCTID and applied towards funding additional work in the Thornwood Drive area and as may be eligible under that Grant as approved by ODOT.

Section 2.03. Application of the NEWARK Phase 2 Pledged Amount and the NEWARK/Ohio Department of Development Grant Agreement Amount.

- (a) The LCTID will apply the *NEWARK Phase 2 Pledged Amount* and the *NEWARK/Ohio Department of Development Grant Agreement Amount* for the sole purpose of paying Project Cost Items as set forth herein.
- (b) Any Phase 2 Project funding received by the LCTID shall be deposited and maintained by the LCTID in such accounts and accounted for as mutually agreed upon and authorized by the Parties and in accordance with all applicable laws,

regulations, agreements, covenants, and accepted accounting standards.

- (c) The Parties acknowledge and agree (1) that the *NEWARK Phase 2 Pledged Amount* and the *NEWARK/Ohio Department of Development Grant Agreement Amount* constitutes a specific commitment of a portion of the Phase 2 Project funding by NEWARK; and, (2) that the LCTID is relying upon the Phase 2 Project funding commitment to facilitate and complete the Phase 2 Work, and will utilize the Project funding solely to pay for the Project Cost Items, and the Parties respective and collective obligations and responsibilities in connection with the Phase 2 Work and costs directly related thereto, and in accordance with ORC Chapter 5540 and other applicable law and agreements.

Section 2.04. Relationship of the Parties.

- (a) Neither this Agreement nor the relationship among the Parties established pursuant to this Agreement shall constitute or be deemed to be that of a partnership, joint venture, employment, master and servant, or principal and agent. Neither Party shall have any authority to make, and neither Party shall make, any representations, warranties, or statements on behalf of the other Party, and neither Party shall bind, or be liable for the debts or obligations of, the other Party. In the performance of its services hereunder, the LCTID is and shall at all times be an independent contractor, free and clear of any dominion or control by the other Party, except as specifically provided herein. The number of employees, consultants and contractors used by the LCTID in the performance of its obligations hereunder, their selection, and the hours of labor and the compensation for services performed shall be reasonably determined by the LCTID in good faith and in the best interests of the successful completion of the Phase 2 Work. Each Party shall pay, and shall be solely responsible for, its operating expenses, including, but not limited to, the wages of its employees and any and all taxes, licenses, and fees levied or assessed on such Party in connection with or incident to the performance of this Agreement by any governmental agency for unemployment compensation insurance, old age benefits, social security or any other taxes on the wages of such Party, its agents, its employees, and its representatives.
- (b) Nothing in this Agreement shall (1) modify, alter, or impair in any way any pre-existing contractual arrangement or agreement between or among HEATH, NEWARK or the LCTID or (2) preclude any Party from entering into other agreements with respect to matters not specifically addressed in this Agreement.

Section 2.05. Extent of Covenants; No Personal Liability. All covenants, obligations, and agreements of the Parties contained in this Agreement shall be effective to the extent authorized and permitted by applicable law. No such covenant, obligation, or agreement shall be deemed to be a covenant, obligation, or agreement of any present or future member, trustee, officer, agent, or employee of any Party in other than his or her official capacity; and neither the NEWARK, the LCTID or HEATH, or any member of their respective Boards or City Council, nor any official executing this Agreement shall be liable personally under this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement or by reason

of the covenants, obligations, or agreements of the Parties contained in this Agreement.

Section 2.06. Liability of the Parties. No Party shall have any liability to any other Party for any mistakes or errors in judgment or for any act or omission believed in good faith to be in the scope of authority conferred upon such other Party by this Agreement.

Section 2.07. No Third-Party Beneficiary. Only the Parties shall have any rights under this Agreement. No other persons or entities, shall have any rights under this Agreement or be deemed to be third-party beneficiaries of this Agreement.

Article III Representations and Further Agreements

Section 3.01. Representations of the LCTID. To induce the Parties to enter into this Agreement, the LCTID Board of Trustees represents as follows:

- (a) it is a transportation improvement district and a body both corporate and politic duly organized and validly existing under the laws of the State;
- (b) it has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder;
- (c) the execution, delivery, and performance of this Agreement have been duly authorized by all requisite action on the part of the LCTID and the LCTID Board of Trustees; and this Agreement, when executed and delivered by the LCTID, will constitute a legal, valid, and binding obligation of the LCTID; and
- (d) the execution, delivery, and performance of this Agreement do not, and will not, (1) violate any provision of law applicable to the LCTID or (2) result in a default under any agreement or instrument to which the LCTID is a party or by which it is bound.

Section 3.02. Representations of NEWARK. To induce the Parties to enter into this Agreement, the NEWARK City Council represents as follows:

- (a) it is the duly constituted and duly elected governing body of NEWARK under the laws of the State;
- (b) it has full power and authority to execute and to deliver this Agreement and to perform its obligations hereunder;
- (c) the execution, delivery, and performance of this Agreement have been duly authorized by all requisite action on the part of NEWARK; and this Agreement, when executed and delivered by the NEWARK City Council, will constitute a legal, valid, and binding obligation of NEWARK; and
- (d) the execution, delivery, and performance of this Agreement do not, and will not,

(1) violate any provision of law applicable to the NEWARK or (2) result in a default under any agreement or instrument to which NEWARK is a party or by which either the NEWARK City Council or NEWARK is bound.

Section 3.03. Representations of HEATH. To induce the Parties to enter into this Agreement, the HEATH City Council represents as follows:

- (a) it is the duly constituted and duly elected governing body of HEATH under the laws of the State;
- (b) it has full power and authority to execute and to deliver this Agreement and to perform its obligations hereunder;
- (c) the execution, delivery, and performance of this Agreement have been duly authorized by all requisite action on the part of HEATH; and this Agreement, when executed and delivered by the HEATH City Council, will constitute a legal, valid, and binding obligation of HEATH; and
- (d) the execution, delivery, and performance of this Agreement do not, and will not, (1) violate any provision of law applicable to the HEATH or (2) result in a default under any agreement or instrument to which HEATH is a party or by which either the HEATH City Council or HEATH is bound.

Section 3.04. Good Faith and Fair Dealing. The Parties hereby acknowledge that this Agreement imposes upon each of them a duty of good faith and fair dealing in its implementation.

Section 3.05. Notice of Disagreement. The Parties acknowledge and agree that the performance of certain of the agreements contained herein is to be undertaken in a mutual and cooperative fashion, and, to ensure such cooperative effort, each Party agrees promptly to notify the other of disagreements arising hereunder and to act in good faith to promptly resolve such disagreements.

Section 3.06. Assignment. No Party may assign this Agreement, in whole or in part, voluntarily or involuntarily, by operation of law, or otherwise, without the prior written consent of the other Party, which consent shall not unreasonably be withheld.

Section 3.07. Amendment; Waiver. This Agreement may not be modified, altered, amended, or discharged, or any rights hereunder waived, except by an instrument in writing executed by all Parties. No waiver of any term, provision, or condition of this Agreement, in any one or more instances, shall be deemed to be, or construed as, a further or continuing waiver of any such term, provision, or condition or as a waiver of any other term, provision, or condition of this Agreement.

Article IV Term; Remedies

Section 4.01. Term. This Agreement shall become effective on the Effective Date. Unless sooner terminated pursuant to the other provisions of this Agreement, the term of this Agreement

shall be for the period from and after the Effective Date to and including December 31, 2027 (the “Term”).

Section 4.02. Termination. If no portion of the Phase 2 Work is outstanding and no Project Costs remain outstanding and related requirements have been met, this Agreement may terminate, prior to the expiration of the Term, upon the mutual agreement of the Parties to terminate this Agreement, unless it is otherwise amended to proceed with Phase 2 of the Project.

Article V Miscellaneous

Section 5.01. Time is of the Essence. Time is of the essence in the compliance with the terms and conditions of this Agreement. Whenever, under the terms of this Agreement, the time for performance falls on a Day other than a Business Day, such time for performance shall be on the next Business Day.

Section 5.02. Notices.

- (a) Except as otherwise provided herein, any notice provided for in this Agreement shall be in writing and shall be deemed to have been duly given as follows:
 - (1) upon receipt, when delivered personally to a Party at its address as hereinafter set forth; or
 - (2) one Business Day after being delivered to a reputable overnight courier service, prepaid, marked for next-day delivery to a Party at its address as hereinafter set forth; or
 - (3) on the third Business Day after being mailed by United States mail, registered or certified, return receipt requested, postage prepaid, addressed to a Party at its address as hereinafter set forth; or
 - (4) upon confirmation of receipt by telephone at the number specified for confirmation, if sent by facsimile transmission to a Party at its facsimile number as hereinafter set forth.
- (b) All notices to be given to the LCTID pursuant to this Agreement shall be sent to the LCTID at the following address:

The Licking County Transportation Improvement District
c/o Jared Knerr, P.E.,P.S.
20 S. Second Street
Newark, OH 43055
Email: jknerr@lickingcounty.gov
- (c) All notices to be given to NEWARK pursuant to this Agreement shall be sent to the NEWARK at the following address:

NEWARK City
Attention: Jeff Hall, Mayor
920 Broad Street
Newark, NJ 07102
Email: jhall@newarkohio.net

- (d) All notices to be given to HEATH pursuant to this Agreement shall be sent to HEATH at the following address:

City of HEATH
Attention: Mayor Johns
1287 Hebron Road
Heath, OH 43056
Email: mayor@heathohio.gov

- (e) Any Party may at any time change its address and/or facsimile number for such notices, requests, demands, or statements by giving the other Parties written notice thereof in accordance Section 5.02(a) hereof.

Section 5.03. Governing Law; Jurisdiction and Venue. This Agreement shall be governed by the laws of the State of Ohio in all respects, including matters of construction, validity, and performance.

Section 5.04. Entire Agreement. This Agreement (including the recitals and exhibits hereto, which are by this reference incorporated herein and made a part hereof) sets forth all understandings between the Parties respecting the subject matter of this transaction, and all prior agreements, understandings, and representations, whether oral or written, representing this subject matter are merged into and superseded by this written Agreement. No course of prior dealings among the Parties and no usage of trade shall be relevant or admissible to supplement, to explain, or to vary any of the terms of this Agreement.

Section 5.05. Binding Effect. This Agreement, and the terms, covenants, and conditions hereof, shall be binding upon and inure to the benefit of the Parties and, subject to the prohibitions of assignment set forth herein, their respective administrators, successors, and assigns.

Section 5.06. Counterparts; Facsimile Signatures. 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. It shall not be necessary in proving this Agreement to produce or account for more than one of those counterparts. 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.

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered for, in the name of, and on behalf of the Parties by their duly authorized officers, all as of the Effective Date.

**LCTID:
THE LICKING COUNTY
TRANSPORTATION IMPROVEMENT
DISTRICT**

By: _____
Secretary-Treasurer

**HEATH:
THE CITY OF HEATH, OHIO**

By: _____
City Administrator

By Ordinance No. _____ dated _____, 2026
Verified and Certified:

Clerk of Council

Approved as to Form:

City Director of Law

**NEWARK:
THE CITY OF NEWARK, OHIO**

By: _____
City Administrator

By Ordinance No. _____ dated _____, 2026
Verified and Certified:

Clerk of Council

Approved as to Form:

City Director of Law

FISCAL OFFICER'S CERTIFICATE

The undersigned, fiscal officer of the City of NEWARK, Licking County, Ohio (the "City"), hereby certifies that the moneys required (if any) to meet the obligations of the City for the year 2026 under the foregoing Agreement have been lawfully appropriated and are in the treasury of the City or are in the process of collection to the credit of an appropriate fund free from any previous encumbrances. This Certificate is given in compliance with ORC § 5705.41.

Dated: _____, 2026

Fiscal Officer, City of NEWARK, Ohio

FISCAL OFFICER'S CERTIFICATE

The undersigned, fiscal officer for the Licking County Transportation Improvement District (the "LCTID"), hereby certifies that the moneys required (if any) to meet the obligations of the LCTID for the year 2026 under the foregoing Agreement have been lawfully appropriated and are in the treasury of the LCTID or are in the process of collection to the credit of an appropriate fund free from any previous encumbrances.

Dated: _____, 2026

Secretary-Treasurer,
Licking County Transportation Improvement District

Resolution No.26-04

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 \$36,235.68 (Amount was received as payment for 4th quarter 2025 CPT training from the State of Ohio. Per the ORC, this money must be kept separate from the General Fund and only used for authorized law enforcement training purposes.)

100.203.5220.2	Continuing Professional Training	36,235.68
----------------	----------------------------------	-----------

Section 2. There is hereby an appropriation of the unappropriated balance of the 100 General Fund, in the amount of \$604,498.03 (Transfer Adult Use Cannabis Tax received 01.08.26.)

100.111.5901152	OPT – Budget Stabilization	604,498.03
-----------------	----------------------------	------------

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.26-05 Exp

BY: _____

A RESOLUTION APPROPRIATING MONIES FOR CURRENT EXPENSES OF THE MUNICIPAL CORPORATION

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

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

Section 1. There is hereby an appropriation of the unappropriated balance of the 100 General Fund, in the amount of \$908.95 (Reimbursement from Mental Health & Recovery for Licking and Knox Counties)

100.106.5299	HOME Court Contingency	908.95
--------------	------------------------	--------

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: 26-06

BY: _____

A RESOLUTION AUTHORIZING AND DIRECTING THE DIRECTOR OF PUBLIC SERVICE TO NEGOTIATE AND ENTER INTO CONTRACT WITH DWA RECREATION FOR PLAYGROUND EQUIPMENT AT WELLS PARK AND WAIVING COMPETITIVE BIDDING AND DECLARING AN EMERGENCY

WHEREAS, as a result of a NatureWorks award from the Ohio Department of Natural Resources; and,

WHEREAS, for many years, the City has planned for improvements to Wells Park; and,

WHEREAS, facility upgrades will improve recreational options to the public; and,

WHEREAS, DWA Recreation will soon be working at Wells Park on another upgrade; and,

WHEREAS, DWA Recreation is a member of a purchasing cooperative, OMNIA Partners; and,

WHEREAS, guidelines from the Ohio Department of Natural Resources permit a project involving the purchase of items (e.g. playgrounds and pre-fabricated shelters) and not being competitively bid; and,

WHEREAS, NatureWorks anticipates and permits non-bid purchasing paths, which is the category cooperative purchasing falls under; and,

WHEREAS, NatureWorks explicitly allows procurement methods other than sealed bidding. Cooperative purchasing programs meet this standard because they are competitively solicited at the national or regional level and designed to provide open competition and pricing transparency; and,

WHEREAS, for workflow and consistency purposes it makes sense to engage DWA Recreation to install the City's desired improvements so as not to delay the use of Wells Park by the public, rather than looking for outside bidders; and,

WHEREAS, the City has other projects benefit from coordinated construction scheduling; and,

WHEREAS, based upon the benefits incurred from coordinated installation scheduling with one contractor on the project, it is in the best interest of the City to directly enter into contract with DWA Recreation., without competitive bidding, for recreational improvements; and,

WHEREAS, an emergency exists in that to preserve the public peace, health, safety, or welfare, of the residents of the City of Newark, the Director of Public service must be authorized to negotiate and enter directly into contract with DWA Recreation and that competitive bidding be waived to minimize the delay of the project, to promote better coordination and to reduce the impact to public flow during installation in the project area.

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

Section 1: The Director of Public Service is hereby authorized to negotiate and enter directly into contract with DWA Recreation for playground equipment and installation, subject to the appropriation of funds.

Section 2: It is in the best interest of the City and its residents that competitive bidding not be required in this matter and the same is hereby waived pursuant to Article 10.02 of the Charter of the City of Newark, Ohio.

Section 3: This Resolution shall become immediate upon approval as an emergency for the reasons as stated herein pursuant to 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

BY: _____

A RESOLUTION AUTHORIZING AND DIRECTING THE DIRECTOR OF PUBLIC SERVICE OF THE CITY OF NEWARK, OHIO, TO ACCEPT BIDS AND ENTER INTO CONTRACT, SUBJECT TO THE APPROPRIATION OF FUNDS, FOR CONSTRUCTION OF THE GRANVILLE ROAD SANITARY SEWER RELOCATION, PROJECT 2021-11 PROJECT.

WHEREAS, the City of Newark operates a sewer collection system; and,

WHEREAS, the ODOT and the City of Newark will be replacing the bridge on Granville Road over Log Pond Run; and,

WHEREAS, the construction of the sanitary sewer relocation is needed to prevent interference with the new bridge; and,

WHEREAS, detailed plans and specifications for the aforementioned improvement project are complete and will be available for review in or through the Director of Public Service office; and,

WHEREAS, the Service Committee of the Newark City Council met on the 2nd day of February 2026 and voted to forward this legislation to full Council for its further consideration.

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

Section 1: The Director of Public Service is hereby authorized and directed to accept bids and enter into contract, subject to the appropriation of funds, for the construction of the Granville Road Sanitary Sewer Relocation Project.

Section 2: This resolution shall become effective at the earliest time permitted in accordance with 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