

December 31, 2025

SERVICE COMMITTEE

January 5, 2026

Council Chambers

Committee and Council Meetings can be viewed by accessing YouTube

AGENDA

1. Consider **Ordinance No. 25-49** An ordinance approving and authorizing the law director of the City of Newark or the law director's designee to take all necessary steps to annex the property, being 1.998 acres, more or less, known as 3131 Horns Hill Road, as recorded in instrument number 202212270029997; 0.546 acres, more or less, located in the Township of Newark, as identified by instrument number 202409130016055; and 1.231 acres, more or less, located in the Township of Newark, as identified by auditor's parcel number 058-290796-00.000 pursuant to Ohio Revised Code 709.16

2. Consider **Ordinance No. 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 The Trout Club 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.

3. Other items at the discretion of the Chair

AN ORDINANCE APPROVING AND AUTHORIZING THE LAW DIRECTOR OF THE CITY OF NEWARK OR THE LAW DIRECTOR’S DESIGNEE TO TAKE ALL NECESSARY STEPS TO ANNEX THE PROPERTY, BEING 1.998 ACRES, MORE OR LESS, KNOWN AS 3131 HORNS HILL ROAD, AS RECORDED IN INSTRUMENT NUMBER 202212270029997; 0.546 ACRES, MORE OR LESS, LOCATED IN THE TOWNSHIP OF NEWARK, AS IDENTIFIED BY INSTRUMENT NUMBER 202409130016055; AND 1.231 ACRES, MORE OR LESS, LOCATED IN THE TOWNSHIP OF NEWARK, AS IDENTIFIED BY AUDITOR’S PARCEL NUMBER 058-290796-00.000 PURSUANT TO OHIO REVISED CODE § 709.16

WHEREAS, the City of Newark desires to annex property into the municipality, the property to be annexed is described more particularly in the Exhibits attached hereto and incorporated herein by reference; and

WHEREAS, the process to annex a property owned by a municipality into the City of Newark must be completed by filing an annexation pursuant to Ohio Revised Code § 709.16; and

WHEREAS, Ohio Revised Code § 709.16 requires the municipality to pass legislation approving the annexation of property into the municipality prior to filing the annexation with the Licking County Commissioners; and

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

Section 1: That the City of Newark hereby approves and authorizes the Law Director or the Law Director’s Designee to take all necessary steps to annex the property BEING 1.998 ACRES, MORE OR LESS, KNOWN AS 3131 HORNS HILL ROAD, AS RECORDED IN INSTRUMENT NUMBER 202212270029997; 0.546 ACRES, MORE OR LESS, LOCATED IN THE TOWNSHIP OF NEWARK, AS IDENTIFIED BY INSTRUMENT NUMBER 202409130016055; AND 1.231 ACRES, MORE OR LESS, LOCATED IN THE TOWNSHIP OF NEWARK, AS IDENTIFIED BY AUDITOR’S PARCEL NUMBER 058-290796-00.000 PURSUANT TO OHIO REVISED CODE § 709.16.

Section 2: That this Ordinance will take effect and be in force at the earliest time permitted by Section 4.07 of the Charter of the City of Newark, Ohio.

Adopted: _____, 202__

ATTEST: _____

Amy Vensel, Clerk of Council

Submitted to the Mayor this
____ day of _____, 202__

Approved by the Mayor this
____ day of _____, 202__

Jeff Hall, Mayor

Approved as to form this
____ day of _____, 202__

Tricia Moore, Law Director

EXHIBIT A

DESCRIPTION
1.998 ACRE PARCEL

Situated in the 1st Quarter, Township 2N, Range 12W, USML, Township of Newark, County of Licking, State of Ohio, and being all of the City of Newark parcel, as recorded in Instrument Number 20221227002997, all references are the Records of the Licking County Recorder, said parcel being further described as follows:

Beginning at a 5/8" dia. iron pin found at the northeast corner of Lot 13602 of Conor's Pass Subdivision, Phase 2, as recorded in Instrument Number 202212210029755, said point being the True Point of Beginning for the parcel herein described;

Thence, South 85° 48' 53" East, 381.52 feet, along the south line of the Horns Hill-View Addition, as recorded in Plat Book 8, Page 30, (passing an iron pin set at 351.52 feet) to a point in the centerline of Horns Hill Road NE (60' R/W) aka County Road 203, at the southeast corner of said Horns Hill-View Addition;

Thence, South 04° 41' 22" West, 228.12 feet, along the centerline of said Horns Hill Road NE, to a point at a northeast corner of said Conor's Pass Subdivision, Phase 2;

Thence, North 85° 50' 59" West, 381.10 feet, along a northern line of said Conor's Pass Subdivision, Phase 2, (passing an axle found at 24.82 feet, and a 5/8" dia. iron pin found, stamped "SMART" at 40.00 feet, and a 5/8" dia. iron pin found, stamped "SMART" at 299.10 feet), to a 5/8" dia. iron pin found, stamped "SMART", on the east line of Lot 13600 of said Conor's Pass Subdivision, Phase 2;

Thence, North 04° 34' 58" East, 228.35 feet, along an easterly line of said Conor's Pass Subdivision, Phase 2, (passing a 5/8" dia. iron pin found, stamped "SMART" at 226.80 feet) to the True Point of Beginning.

Containing 1.998 Acres, more or less, subject to all legal highways, all limitations of public access to highways, leases, zoning regulations, easements of record and restrictive covenants.

All iron pins set are 5/8" dia. x 30" long, rebar with Orange ID Cap.

Bearings are based on State Plane Grid, South Zone NAD83(2011).

PN 58-289590-00.000

This Description is based on a survey made under the direct supervision of Todd D. Willis in January 2024, Reg. Surveyor No. 7996. Phone No. 740-739-4030, Willis Engineering & Surveying.



Todd Willis

Date: 1-23-2024

PRE-APPROVAL	
LICKING COUNTY ENGINEER	
APPROVED	CONDITIONAL
<input checked="" type="checkbox"/>	<input type="checkbox"/>
APPROVED BY:	<i>dm</i>
DATE: 1-23-24	



LEGAL DESCRIPTION
0.546 ACRES
FOR THE CITY OF NEWARK
July 17, 2024
Page 1 of 2

Situated in the State of Ohio, County of Licking, Township of Newark, being part of the First Quarter, Township 2, Range 12, United States Military Lands, and being known as Parcel 6WD conveyed to Licking County in Deed Book 696, Page 265, of the Licking County Recorder's Office, and being more particularly bound and described as follows:

Beginning at the intersection of the centerline of right-of-ways of Waterworks Road/Cedar Run Road (Twp. Rd. 259) and Horns Hill Road, said point being the southwest corner of said Licking County property, a southeast corner of the property conveyed to the City of Newark by D.B. 182, Pg. 392, and in the northerly line of the property conveyed to the City of Newark by Official Record 773, Page 754, thence along the centerline of right-of-way of Horns Hill Road, the westerly line of said Licking County property, and the easterly line of said City of Newark property (D.B. 182, Pg. 392), **North 07 degrees 30 minutes 28 seconds West, 361.95 feet** to a point at the northwest corner of said Licking County property, said point being a corner of said City of Newark property (D.B. 182, Pg. 392);

Thence along the northerly line of said Licking County property, and a southerly line of said City of Newark property (D.B. 182, Pg. 392), **South 79 degrees 47 minutes 30 seconds East, 41.99 feet** to an Iron Pin Set at a northeast corner of said Licking County property, said point being the northwest corner of the property conveyed to David and Betty Young by O.R. 564, Pg. 120, and being on the easterly right-of-way line of Horns Hill Road;

Thence along the easterly right-of-way line of Horns Hill Road, the easterly line of said Licking County property, and the westerly line of said Young property the following two (2) courses:

1. **South 07 degrees 30 minutes 28 seconds East, 273.00 feet** to an Iron Pin Set at a point of deflection;
2. **South 24 degrees 22 minutes 50 seconds East, 60.33 feet** to an Iron Pin Set at a point of intersection of the easterly right-of-way line of Horns Hill Road with the northerly right-of-way line of Cedar Run Road, said point also being a corner of said Licking County property, and the southwest corner of said Young property;

Thence along the northerly right-of-way line of Cedar Run Road, the northerly line of said Licking County property, and the southerly line of said Young property, the following two (2) courses:

1. **South 85 degrees 30 minutes 18 seconds East, 113.00 feet** to an Iron Pin Set at a point of deflection;
2. **South 85 degrees 05 minutes 23 seconds East, 172.29 feet** to an Iron Pin Set at the northeast corner of said Licking County property, said point being the southeast corner of said Young property, and in the westerly line of the property conveyed to Timothy A. & Edna M. Ridenbaugh by Instrument Number 202302160002791, said point being referenced by a 5/8" Rebar with Cap "Willis 7796" Found bearing North 12 degrees 09 minutes 10 seconds East, 0.74';

LEGAL DESCRIPTION
0.546 ACRES
FOR THE CITY OF NEWARK
July 17, 2024
Page 2 of 2

Thence along the easterly line of said Licking County property, and the westerly line of said Ridenbaugh property, South 12 degrees 09 minutes 10 seconds West, 30.24 feet to a point in the centerline of Cedar Run Road, said point being the southeast corner of said Licking County property, said point also being the southwest corner of said Ridenbaugh property, and being in the northerly line of the property conveyed to said Timothy A. & Edna Ridenbaugh by O.R. 697, Pg. 433;

Thence along the centerline of Cedar Run Road, the southerly line of said Licking County property, the northerly line of said Ridenbaugh property (O.R. 697, Pg. 433), and the northerly line of said City of Newark property (O.R. 773, Pg. 754) the following two (2) courses:

1. North 85 degrees 05 minutes 23 seconds West, 168.37 feet to a point;
2. North 85 degrees 30 minutes 18 seconds West, 165.31 feet to the Point of Beginning, containing 0.546 acres, more or less.

Subject to any and all legal easements, rights-of-way, conditions and restrictions. BEARINGS SHOWN HEREON ARE BASED UPON STATE PLANE COORDINATE SYSTEM OHIO SOUTH ZONE NAD83(2011) AS OBSERVED IN JANUARY 2024, AND ARE INTENDED TO BE USED ONLY TO DETERMINE ANGLES. Iron Pins Set are 5/8" Rebar, 30" long, and capped "Smart Services". This description is based on an actual field survey by Smart Services, Inc. in January 2024.





Brian D. Smart, Reg. Surveyor No. 7611

S:\2023 Projects\958401 - City of Newark - Cedar Run and Horns Hill Road Right-of-Way Determination\Maps-Plans-Drawings\descrip\958401 - 0.546 AC.docx

PRE-APPROVAL LICKING COUNTY ENGINEER	
APPROVED <input checked="" type="checkbox"/>	CONDITIONAL <input type="checkbox"/>
APPROVED BY: <i>Brian D. Smart</i>	
DATE: <i>7/18/24</i>	

Exhibit A



- April 11, 2023
- Street Number Only
- Sales - 2023
- Sales - 2022

- Owner Name & Acres
- Centerline Labels
- Interstate/US/State Route

- 188 Feet
- County Road
- Township Road
- 0.04 Miles
- Other Road Type

- Driveway
- Interstates
- Municipal Corporations

LICKING COUNTY TAX MAP



LEGAL DESCRIPTION OF TERRITORY TO BE ANNEXED
FROM THE TOWNSHIP OF NEWARK
TO THE CITY OF NEWARK
~ EXHIBIT "B" ~

1.231 ACRES
Jan. 7, 2025
Page 1 of 3

Situated in the State of Ohio, County of Licking, Township of Newark, being part of the First Quarter, Township 2, Range 12, United States Military Lands, and being 0.685 acres conveyed to the City of Newark by Official Record 773, Page 754, and 0.546 acres conveyed to the City of Newark by Instrument Number 202409130016055, of the Licking County Recorder's Office, and being more particularly bound and described as follows:

Beginning at the intersection of the centerline of right-of-ways of Waterworks Road/Cedar Run Road (Twp. Rd. 259) and Horns Hill Road, said point being the southwest corner of said City of Newark property (Inst. No. 202409130016055), a southeast corner of the property conveyed to the City of Newark by Deed Book 182, Page 392, in the northerly line of said City of Newark property (O.R. 773, Pg. 754), and on the 1969 Corporation Line as shown on Plat Book 10, Page 4, thence along the centerline of right-of-way of Horns Hill Road, the westerly line of said City of Newark (Inst. No. 202409130016055) property, the easterly line of said City of Newark property (D.B. 182, Pg. 392), and the existing corporation line, **North 07 degrees 30 minutes 28 seconds West, 361.95 feet** to a point at the northwest corner of said City of Newark property (Inst. No. 202409130016055), said point being a corner of said City of Newark property (D.B. 182, Pg. 392);

Thence along the northerly line of said City of Newark property (Inst. No. 202409130016055), a southerly line of said City of Newark property (D.B. 182, Pg. 392), and continuing along said 1969 Corporation Line, **South 79 degrees 47 minutes 30 seconds East, 41.99 feet** to a point at a northeast corner of said City of Newark (Inst. No. 202409130016055) property, said point being the northwest corner of the property conveyed to David and Betty Young by O.R. 564, Pg. 120, and being on the easterly right-of-way line of Horns Hill Road;

Thence along the easterly right-of-way line of Horns Hill Road, the easterly line of said City of Newark (Inst. No. 202409130016055) property, and the westerly line of said Young property the following two (2) courses:

1. **South 07 degrees 30 minutes 28 seconds East, 273.00 feet** to a point of deflection;
2. **South 24 degrees 22 minutes 50 seconds East, 60.33 feet** to a point of intersection of the easterly right-of-way line of Horns Hill Road with the northerly right-of-way line of Cedar Run Road, said point also being a corner of said City of Newark (Inst. No. 202409130016055) property, and the southwest corner of said Young property;

Thence along the northerly right-of-way line of Cedar Run Road, the northerly line of said City of Newark (Inst. No. 202409130016055) property, and the southerly line of said Young property, the following two (2) courses:

**LEGAL DESCRIPTION OF TERRITORY TO BE ANNEXED
FROM THE TOWNSHIP OF NEWARK
TO THE CITY OF NEWARK
~ EXHIBIT "B" ~**

**1.231 ACRES
Jan. 7, 2025
Page 2 of 3**

1. **South 85 degrees 30 minutes 18 seconds East, 113.00 feet** to a point of deflection;
2. **South 85 degrees 05 minutes 23 seconds East, 172.29 feet** to a point at the northeast corner of said City of Newark (Inst. No. 202409130016055) property, said point being the southeast corner of said Young property, and in the westerly line of the property conveyed to Timothy A. & Edna M. Ridenbaugh by Instrument Number 202302160002791;

Thence along the easterly line of said City of Newark (Inst. No. 202409130016055) property, and the westerly line of said Ridenbaugh property, **South 12 degrees 09 minutes 10 seconds West, 30.24 feet** to a point in the centerline of Cedar Run Road, said point being the southeast corner of said City of Newark (Inst. No. 202409130016055) property, said point also being the southwest corner of said Ridenbaugh property, and being in the northerly line of the property conveyed to said Timothy A. & Edna Ridenbaugh by O.R. 697, Pg. 433;

Thence along the centerline of Cedar Run Road, the southerly line of said City of Newark (Inst. No. 202409130016055) property, and the northerly line of said Ridenbaugh property (O.R. 697, Pg. 433), **North 85 degrees 05 minutes 23 seconds West, 11.26 feet** to a point at the northeast corner of said City of Newark property (O.R. 773, Pg. 754);

Thence along the easterly line of said City of Newark (O.R. 773, Pg. 754) property, and a westerly line of said Ridenbaugh property (O.R. 697, Pg. 433), **South 04 degrees 54 minutes 37 seconds West, 30.00 feet** to a point on the southerly right-of-way line of Cedar Run Road, said point being the southeast corner of said City of Newark (O.R. 773, Pg. 754) property, and a corner of said Ridenbaugh property (O.R. 697, Pg. 433);

Thence along the southerly right-of-way line of Cedar Run Road, the southerly line of said City of Newark (O.R. 773, Pg. 754) property, and the northerly line of said Ridenbaugh property (O.R. 697, Pg. 433), the following two (2) courses:

1. **North 85 degrees 10 minutes 43 seconds West, 199.78 feet** to a point of deflection;
2. **South 66 degrees 07 minutes 34 seconds West, 113.65 feet** to a point of deflection;
3. **North 85 degrees 30 minutes 18 seconds West, 225.12 feet** to a point at the southwest corner of said City of Newark (O.R. 773, Pg. 754) property, said point being the northwest corner of said Ridenbaugh property (O.R. 697, Pg. 433), in the easterly line of the property conveyed to the City of Newark by D.B. 217, Pg. 274, and on said 1969 Corporation Line;

LEGAL DESCRIPTION OF TERRITORY TO BE ANNEXED
FROM THE TOWNSHIP OF NEWARK
TO THE CITY OF NEWARK
~ EXHIBIT "B" ~

1.231 ACRES
Jan. 7, 2025
Page 3 of 3

Thence along the westerly line of said City of Newark (O.R. 773, Pg. 754) property, and the easterly line of said City of Newark property (D.B. 217, Pg. 274), and along said 1969 Corporation Line, **North 16 degrees 59 minutes 37 seconds East, 86.04 feet** to a point on the centerline of Waterworks Road, said point being the northwest corner of said City of Newark (O.R. 773, Pg. 754) property, the northeast corner of said City of Newark property (D.B. 217, Pg. 274), and in the southerly line of said City of Newark property (D.B. 182, Pg. 392);

Thence along the centerline of Waterworks Road, the northerly line of said City of Newark (O.R. 773, Pg. 754) property, and southerly line of said City of Newark property (D.B. 182, Pg. 392), and along said 1969 Corporation Line, **South 85 degrees 30 minutes 18 seconds East, 184.08 feet to the Point of Beginning, containing 1.23 acres**, more or less.

Subject to all, legal, easements, right-of-ways, conditions and restrictions. BEARINGS SHOWN HEREON ARE BASED UPON STATE PLANE COORDINATE SYSTEM OHIO SOUTH ZONE NAD83(2011) AS OBSERVED IN JANUARY 2024, AND ARE INTENDED TO BE USED ONLY TO DETERMINE ANGLES. 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.



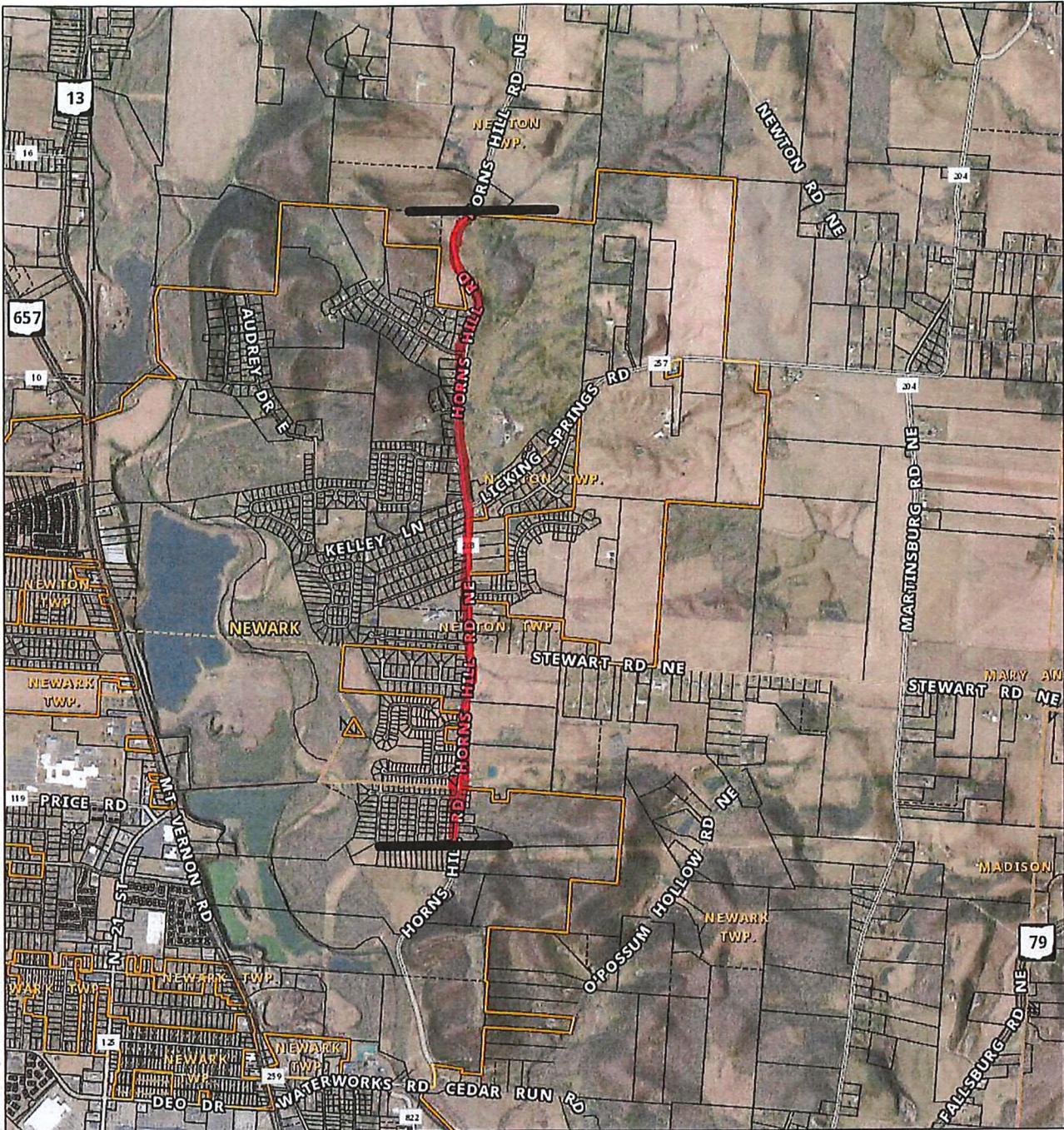
Digitally signed by
Brian Smart
Date: 2025.01.24
18:55:17 -05'00'



Brian D. Smart, Reg. Surveyor No. 7611

S:\2023 Projects\858401 - City of Newark - Cedar Run and Heims Hill Road Right-of-Way Determination\Maps-Plans-Drawings\Description\858401 - Annexation.docx

Exhibit B

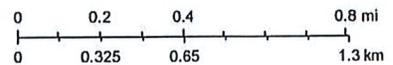


November 1, 2023

1:18,056

- Owner Name & Acres  Ohio Boundary
- Centerline Labels  Parcels
-  Interstate/US/State Route
-  County Road
-  Township Road
-  Other Road Type
-  Driveway
-  Interstates
-  Municipal Corporations
-  Jurisdictional Townships
-  Historical Townships Line
-  County Boundary
-  Ohio Counties

-  Roadway covered by Agreement
-  Boundary lines of Agreement



PLAT OF TERRITORY TO BE ANNEXED FROM THE TOWNSHIP OF NEWARK TO THE CITY OF NEWARK ~ EXHIBIT "A" ~

OWNER: CITY OF NEWARK, OHIO
 PARCEL NUMBER: 054-186722-00-000
 DEED REFERENCE: OFFICIAL RECORD VOLUME 773, PAGE 754
 DEED REFERENCE: INSTRUMENT NUMBER 20240130016055

IN WITNESS WHEREOF THIS _____ DAY OF _____, 2025,
 CITY OF NEWARK, OHIO _____
 WITNESSES _____

STATE OF OHIO, COUNTY OF LICKING
 BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED THE ABOVE NAMED WHO ACKNOWLEDGE THE SIGNING OF
 THE FOREGOING INSTRUMENT TO BE THEIR VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN EXPRESSED.
 IN WITNESS WHEREOF I HAVE HEREUNTO SET HAND AND AFFIXED BY OFFICIAL SEAL, THIS _____ DAY OF _____, 2025.

BY: _____
 MY COMMISSION EXPIRES _____

THE WITHIN MAP MARKED EXHIBIT "A" AND MADE A PART OF THE PETITION OF ANNEXATION FILED WITH THE BOARD OF COMMISSIONERS OF
 LICKING COUNTY, OHIO ON _____, 2025, UNDER CHAPTER 179 OF THE OHIO REVISED CODE, IS SUBMITTED AS AN
 ACCURATE MAP OF THE TERRITORY IN SAID PETITION DESCRIBED THE REQUIREMENTS OF SAID CHAPTER 179 OF THE OHIO REVISED CODE.

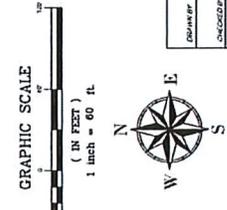
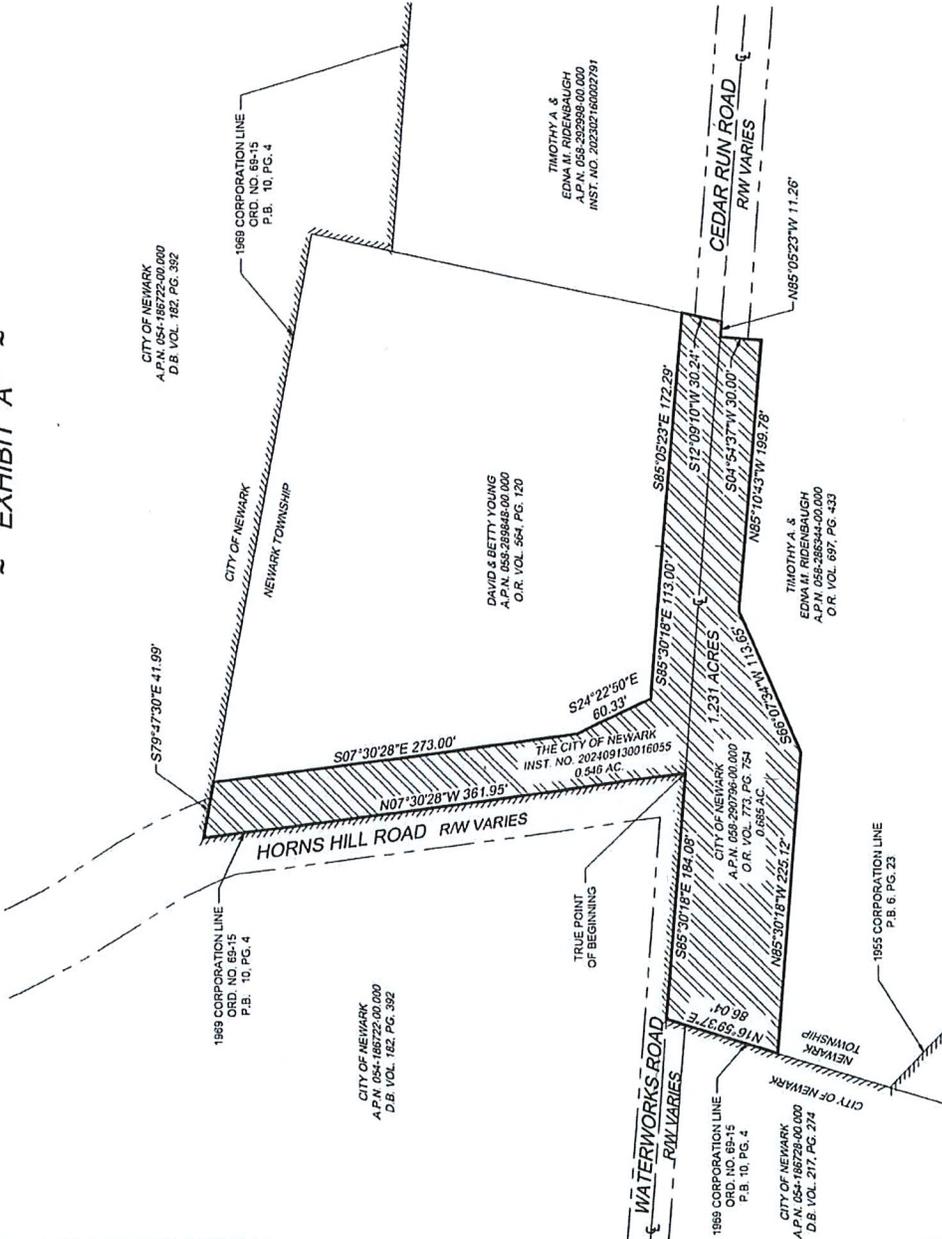
AGENT FOR PETITIONERS
 THE BOARD OF COUNTY COMMISSIONERS OF LICKING COUNTY, OHIO, HAVING RECEIVED A PETITION BEARING THE SIGNED NAMES AND
 ADDRESSES OF THE PARTIES INTERESTED IN THE ANNEXATION, TO THE CITY OF NEWARK, OHIO, OF THE TERRITORY SHOWN HEREON AND
 HAVING GIVEN DUE CONSIDERATION TO THE PRINTER OF SAID PETITION, DO HEREBY GRANT THE SAME.

DATE PETITION RECEIVED _____
 DATE PETITION GRANTED _____
 DATE APPROVED _____
 LICKING COUNTY COMMISSIONER _____
 LICKING COUNTY COMMISSIONER _____
 LICKING COUNTY COMMISSIONER _____

THE COUNCIL FOR THE CITY OF NEWARK, OHIO, BY ORDINANCE NO. _____ PASSED THIS _____ DAY OF _____, 2025
 AND APPROVED BY THE MAYOR ON THIS _____ DAY OF _____, 2025, DID ACCEPT THE TERRITORY SHOWN HEREON FOR
 ANNEXATION TO THE CITY OF NEWARK, OHIO, A MUNICIPAL CORPORATION.

MAYOR, CITY OF NEWARK _____ ATTEST _____
 CLERK, CITY OF NEWARK _____

TRANSFER FEE _____ DAY OF _____, 2025, UPON THE DUPLICATES OF THIS OFFICE, CONTAINING 1.231 ACRES.
 RECEIVED FOR RECORD _____
 LICKING COUNTY RECORDER _____



CERTIFICATION
 THIS EXHIBIT IS BASED ON EXISTING AUDITORS' AND RECORDERS' LICKING COUNTY, OHIO, RECORD INFORMATION AND IS FOR AREA ONLY PURPOSES ONLY.
 Digitally signed by Brian Smart
 5m-31t Date: 2025.01.24 18:50:13 -05'00'
 BRIAN D. SMART REG. SURVEYOR NO. 7611
 SMART SERVICES, INC.
 68 W. CHURCH ST.
 NEWARK, OHIO 43055
 PHONE: (740) 342-8780 FAX: (740) 342-4708

LEGEND
 [Hatched Area] AREA TO BE ANNEXED INTO CITY OF NEWARK (1.231 ACRES TOTAL, MORE OR LESS)
 [Dashed Line] EXISTING CITY OF NEWARK CORPORATION LINE
 [Dotted Line] ANNEXATION PERIMETER (0.627) (1.231 ACRES TOTAL, MORE OR LESS)
 [Solid Line] EXISTING CORPORATION LINE (0.744) PERCENT CONTIGUOUS: 35%

PREPARED BY	DATE	DATE
B. SMART	JAN. 7, 2025	856401-Annex DWG
B. SMART		
DATE		
NO. 1		
NO. 2		
NO. 3		
NO. 4		
NO. 5		
NO. 6		
NO. 7		
NO. 8		
NO. 9		
NO. 10		



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 THE TROUT CLUB 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]

