

January 15, 2026

SERVICE COMMITTEE

January 20, 2026

Council Chambers

Following Finance Committee

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. Consider **Resolution No. 26-02** 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.

4. Consider **Ordinance No. 26-01** AN ORDINANCE CHANGING THE ZONING CLASSIFICATION OF CERTAIN REAL PROPERTY, GENERALLY DESCRIBED AS 483 RIDGE AVENUE, CITY OF NEWARK, LICKING COUNTY, OHIO, PARCEL TAX ID #054-192894-00.000, FROM THAT OF SINGLE-FAMILY RESIDENCE RH – HIGH DENSITY ZONING DISTRICT TO TFR TWO-FAMILY RESIDENCE ZONING DISTRICT, ZONING CODE OF THE CITY OF NEWARK, OHIO.

5. Consider **Resolution No. 26-03** 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

6. 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 D. Willis

Date: 1-23-2024

| | |
|-------------------------------------|--------------------------|
| PRE-APPROVAL | |
| LICKING COUNTY ENGINEER | |
| APPROVED | CONDITIONAL |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| APPROVED BY: | <i>TDW</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>[Signature]</i> | |
| DATE: <i>7/18/24</i> | |

Exhibit A



April 11, 2023

● Street Number Only ● Owner Name & Acres ● Centerline Labels ● Interstate/US/State Route ○ Driveway
● Sales - 2023 ● Sales - 2022 ○ Interstate/US/State Route ○ Interstates
○ Municipal Corporations

188 Feet County Road
 0.04 Miles Township Road
 Other Road Type Municipal Corporations

Licking County Auditor GIS



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.

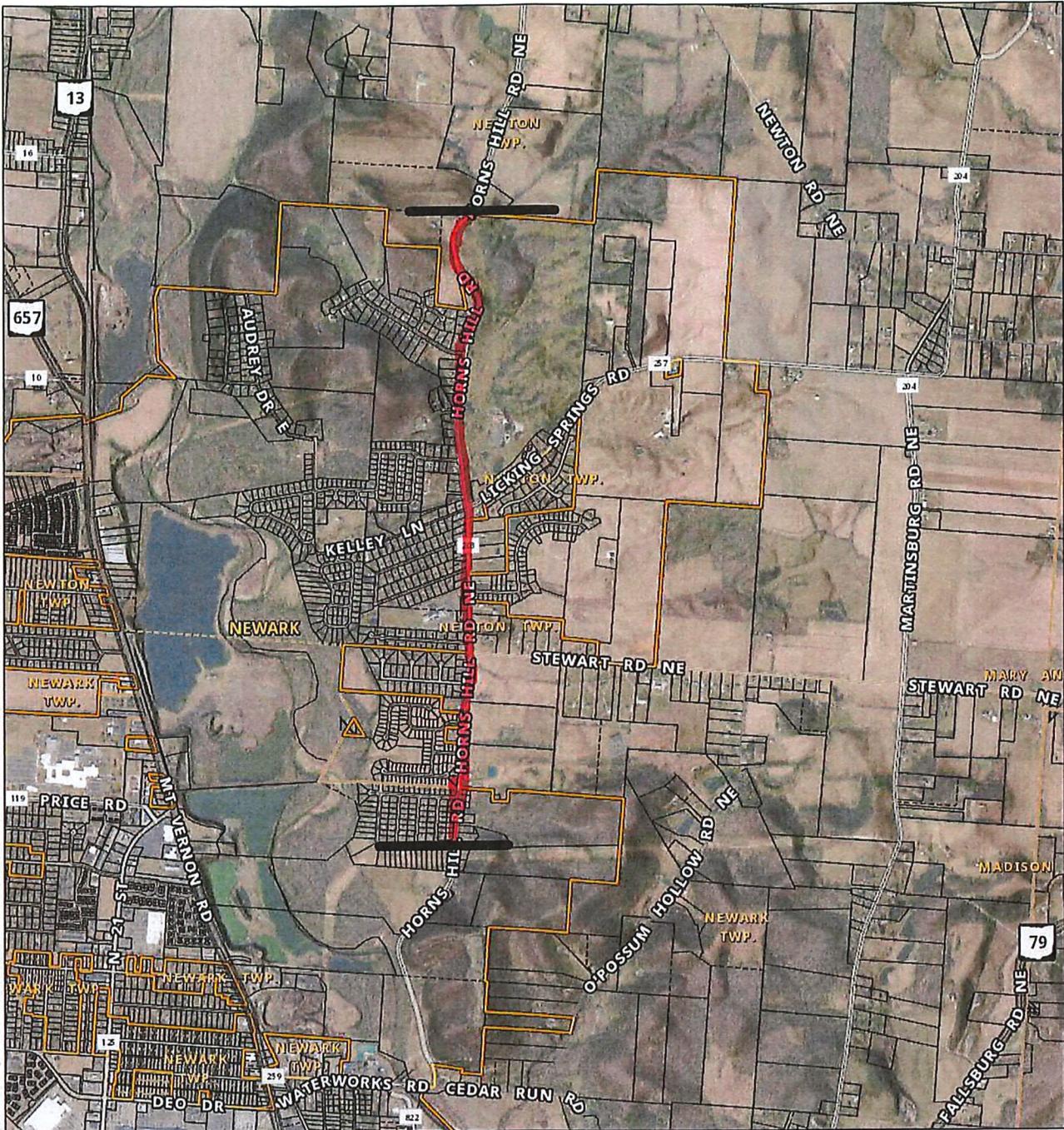
Digitally signed by
Brian Smart
Date: 2025.01.24
18:55:17 -05'00'



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

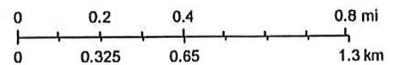


November 1, 2023

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



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]

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

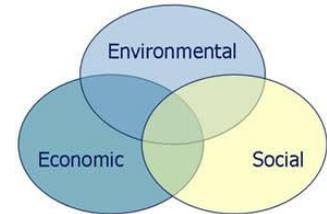
FORM APPROVED: _____
DIRECTOR OF LAW

Prepared by the Division of Water and Wastewater

Department of Public Service

Division of Water and Wastewater

Request for Legislation



Project Title: Water Utility Billing Software

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.

Background/Purpose:

The City has approximately 20,000 water and sewer customers. Each customer's water, sewer and stormwater billing must be accurately collected, billed and received monthly. The current software, Eden, that is used to complete these business practices was purchased in 2006, is antiquated, is no longer supported by Tyler and needs replaced. The Division of Water submitted a Request for Proposals in July for interested vendors and received eleven (11) proposals. The eleven proposals were evaluated and shortlisted to allow three vendors to present a live demonstration of their software to allow the City to select the best, most responsive proposal, Sprypoint.

Scope of Work:

The Division of Water and Wastewater, through the Director of Public Service, is requesting authorization to purchase a cloud-based SAAS Utility Billing Software from Sprypoint. This current legislation authorizes the process to start.

Justification/Urgency:

The current UBS will no longer be supported starting in 2027 and the new software has a 12 month implementation cycle. The replacement system offers many internal efficiencies for City staff as well as an improved customer user interface. The City also maintains an inventory of over 2,500 backflow preventers throughout the City that will be more efficiently managed with the new system. Additionally, the Water Division pays approximately \$200,000 in credit card processing fees annually and this program will remove them.

Anticipated Costs and funding source:

The Water Division has funding to purchase the software. The software fee includes \$463,200 and an annual service fee \$126,400.

Schedule:

The software implementation is expected to take 12 months and the existing software and data will be archived upon completion.

Community Impact:

This project will benefit the City by ensuring a more efficient, cloud-based software that will ensure long term reliability for accurate water, sewer and stormwater billing, improved revenue collection, improved past due collections, improved backflow compliance management, more efficient service order generation and completion and improved customer service interface.

Request Initiated by:

Brandon Fox, Water Administrator (bfox@newarkohio.net - 670-7945)

RESOLUTION NO. _____

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

ORDINANCE NO. 26-01

BY: _____

AN ORDINANCE CHANGING THE ZONING CLASSIFICATION OF CERTAIN REAL PROPERTY, GENERALLY DESCRIBED AS 483 RIDGE AVENUE, CITY OF NEWARK, LICKING COUNTY, OHIO, PARCEL TAX ID #054-192894-00.000, FROM THAT OF SINGLE-FAMILY RESIDENCE RH-HIGH DENSITY ZONING DISTRICT TO TFR TWO-FAMILY RESIDENCE 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 from SINGLE-FAMILY RESIDENCE RH-HIGH DENSITY ZONING DISTRICT TO TFR TWO-FAMILY RESIDENCE 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

GENERAL WARRANTY DEED
(R.C. 5302.05 and 5302.06)

KNOW ALL MEN BY THESE PRESENTS, that **Anthony Scott McCartney, married**, of Licking County, for valuable consideration paid, grant(s), with general warranty covenants, to **Samuel R. Blair and Rebekah M. Blair**

whose tax mailing address is 257 Summit St., Newark OH

43055

the following real property situated in the City of Newark, County of Licking, State of Ohio:

Being Lot Number Three Thousand Nine Hundred Forty-Six - A (3946A) of Augustus H. Heisey's Addition, as the same is numbered and delineated upon the recorded plat thereof, of record in Plat Book 3, Page 254, Recorder's Office, Licking County, Ohio. Re-platted as Instrument No. ~~XXXXXXXXXXXX~~

202102110004673

Parcel No.: 054-192894-00.000

Property Address: 483 Ridge Avenue, Newark, OH 43055

Prior Instrument Reference: Recorded as Instrument Number 202008050019666, Recorder's Office, Licking County, Ohio.

Except for the following and subject to all of which this conveyance is made: legal highways; zoning ordinances; real estate taxes and assessments which are now or may hereafter become a lien on said premises; covenants, conditions, restrictions and easements of record; and all coal, oil, gas, and other mineral rights and interests previously transferred or reserved of record.

Bethany Leigh McCartney, spouse of grantor, releases all rights of dower therein.

Executed this 30th day of Sept, 2024.

DESCRIPTION

APPROVED FOR ZONING PURPOSES

By [Signature]

Div. of Engineering
City of Newark, Ohio
State of Ohio
County of Licking

[Signature]
Anthony Scott McCartney

[Signature]
Bethany Leigh McCartney

The foregoing instrument was acknowledged before me freely this 30th day of Sept., 2024 by Anthony Scott McCartney and Bethany Leigh McCartney.



WENDY S MILLER
NOTARY PUBLIC - OHIO
MY COMMISSION EXPIRES 12-13-2026

[Signature]

Notary Public:
Notary County/State: /
County Acting In:
Commission Expires:

This instrument was prepared by:
Blevins & Associates LLC
920 Cherryfield Avenue
Columbus, OH 43235

First American Title File Number: 2808387NE

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