



Regular Council Meeting
Tuesday, January 3, 2023 - 6:30 PM
AGENDA

1. Call to Order
2. Roll Call
3. Invocation - Ms. Hendren
4. Pledge of Allegiance
5. Police Officer Commendation – Officer of the Year
6. Citizen comments on matters not on the agenda
7. Executive Session to consider the appointment of a Public Official - Personnel Board of Review
8. Council Committee reports
 - a. **Planning & Zoning:** Next 1/10/23 @ 6:30 pm Council Chambers
 - b. **Design Review Board:** Met 12/13/22; Next 1/10/23 @ 5:00 pm Council Chambers
 - c. **Safety & Service:** 1/3/23; Next 2/7/23 @ 5:00 pm Council Chambers
 - d. **Finance:** Next 1/17/23 @ 5:00 pm Council Chambers
 - e. **Park & Rec:** Next 1/16/22 @ 4:00 pm Admin conference room
 - f. **Events Committee:** Next 1/19/23 @ 5:30 pm Council Chambers
9. Director Reports
 - a. Service Departments: Water, Sewer, Street
 - b. Service Director
 - c. City Manager
10. Tabled Legislation
 - a. **ORDINANCE 17-2022** AN ORDINANCE ADOPTING WAGE AND SALARY STRUCTURES FOR THE CITY OF JOHNSTOWN. Tabled SEPTEMBER 27, 2022
11. Public Hearings of Legislation
 - a. **ORDINANCE 24-2022** AN ORDINANCE REPEALING SECTION 331.44 OF THE TRAFFIC CODE; CHAPTER 331 OF THE CITY OF JOHNSTOWN CODIFIED ORDINANCES
 - b. **ORDINANCE 25-2022** AN ORDINANCE AMENDING CHAPTER 1155 OF THE CITY OF JOHNSTOWN CODIFIED ORDINANCES
 - c. **ORDINANCE 26-2022** AN ORDINANCE AMENDING CHAPTER 1157 OF THE CITY OF JOHNSTOWN CODIFIED ORDINANCES
 - d. **RESOLUTION 2023-01** RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH STRATEGIC HR BUSINESS ADVISORS
 - e. **RESOLUTION 2023-02** A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH LEAFY DELL PROPERTIES, LLC

12. Introduction of Legislation
13. Food Truck Ordinance - Discussion continued
 - a. Food Truck Ordinance 20-2019
14. DORA (Designated Outdoor Refreshment Area) - Discussion
15. Emergency Protocols for Inclement weather/power outages
16. Other Business
17. Adjourn

Next Council Meeting January 17, 2023



December 2022

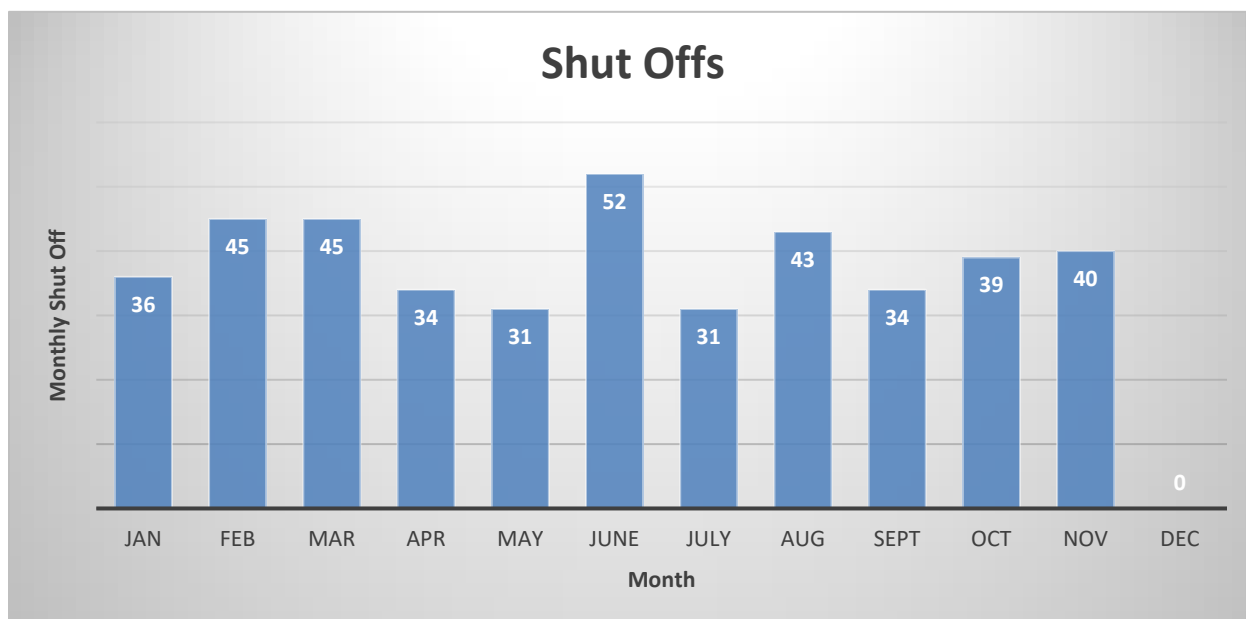
Water Council Report



Water Plant December 2022

- 1) As of December 29th, the flow is 18.189 MG.
- 2) No shut offs were done for the month of December.
- 3) Worked on work-orders.
- 4) Filled out and submitted paperwork to renew the Water Plant's Lab Certification that expires in April 2023
- 5) The Water Plant Staff completed 2.5 hours of training.
- 6) Changed lime feeder #2 to lime feeder #1 and cleaned lime feeder #2.
- 7) Submitted the Lead Mapping for E.P.A on 12-2-2022.
- 8) On 12-23-2022, ran the generator for 12.5 hours per the Electric Company.
- 9) Reset limits on #2 H.S. pump.

Thank you,
Terry Nichols
Chief Water Operator
City of Johnstown



Water Plant Daily Tap Test Results

Month	pH	Phenol Alkalinity	Total Alkalinity	Total Hardness	Chlorine Free
12/1/2021	8.23	0	54	142	1.01
12/2/2021	8.09	0	57	152	1.00
12/3/2021	8.06	0	49	138	0.89
12/4/2021	8.13	0	50	144	0.96
12/5/2021	7.98	0	52	146	0.92
12/6/2021	7.91	0	56	148	1.00
12/7/2021	8.05	0	56	147	1.02
12/8/2021	8.07	0	51	144	0.95
12/9/2021	8.13	0	53	144	0.95
12/10/2021	8.18	0	55	144	1.00
12/11/2021	8.12	0	52	141	1.04
12/12/2021	8.15	0	52	141	0.97
12/13/2021	8.09	0	50	139	0.82
12/14/2021	8.08	0	56	147	0.95
12/15/2021	8.01	0	53	142	0.95
12/16/2021	7.92	0	53	143	0.99
12/17/2021	8.17	0	53	141	0.96
12/18/2021	8.09	0	52	145	1.06
12/19/2021	7.95	0	49	142	1.07
12/20/2021	8.02	0	53	144	0.96
12/21/2021	7.89	0	55	149	0.98
12/22/2021	7.76	0	53	143	0.95
12/23/2021	8.16	0	53	147	0.99
12/24/2021	7.88	0	49	140	0.90
12/25/2021	7.90	0	54	145	0.92
12/26/2021	7.85	0	53	140	0.90
12/27/2021	7.91	0	54	138	0.90
12/28/2021	7.88	0	54	140	0.96
12/29/2021	8.08	0	52	143	0.78
12/30/2021	7.94	0	51	140	1.02
12/31/2022					

Treatment Parameters Goals

pH: 7.8 – 8.5

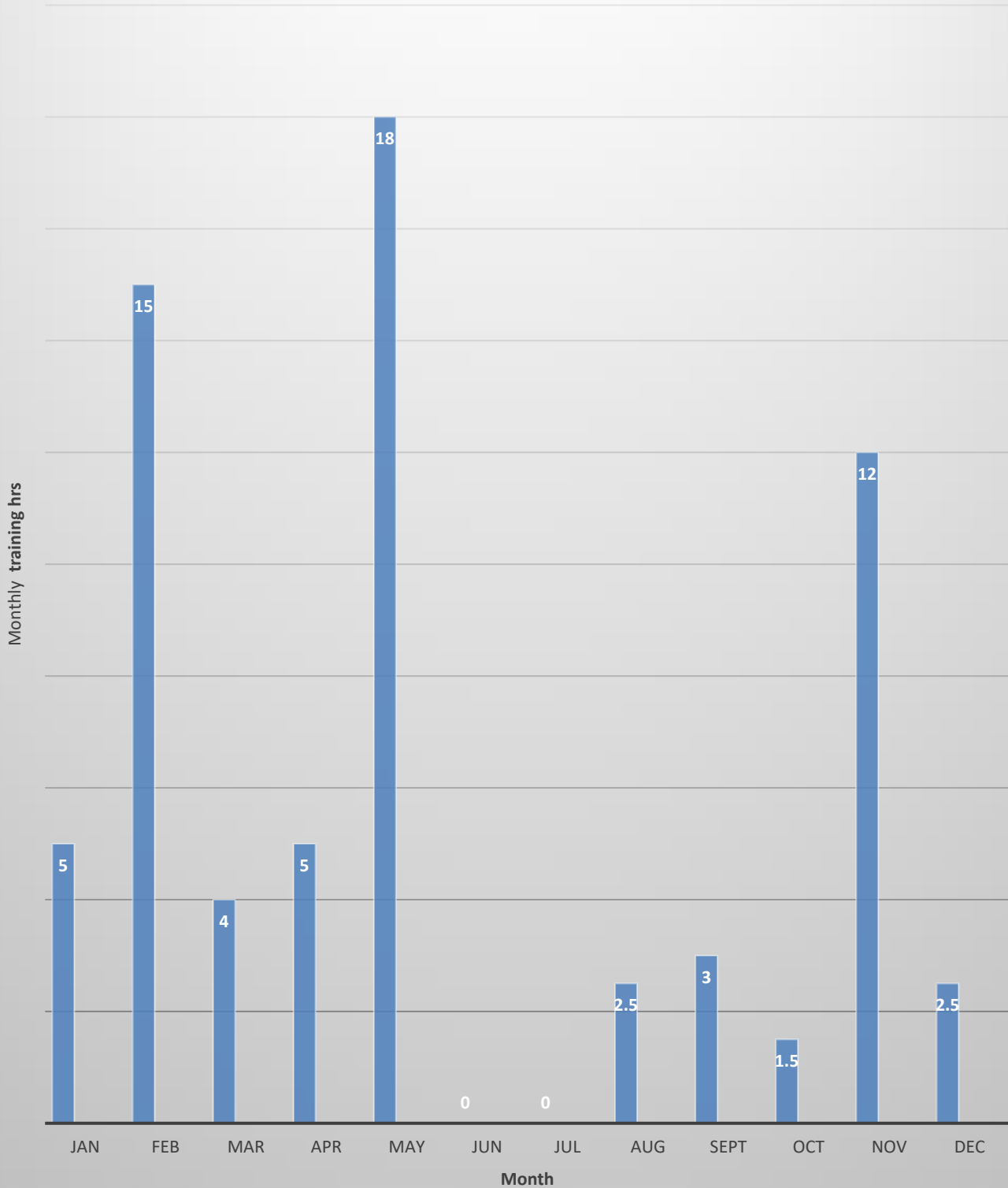
Phenol Alkalinity: 0-2 mg/L

Total Alkalinity: 35-55 mg/L

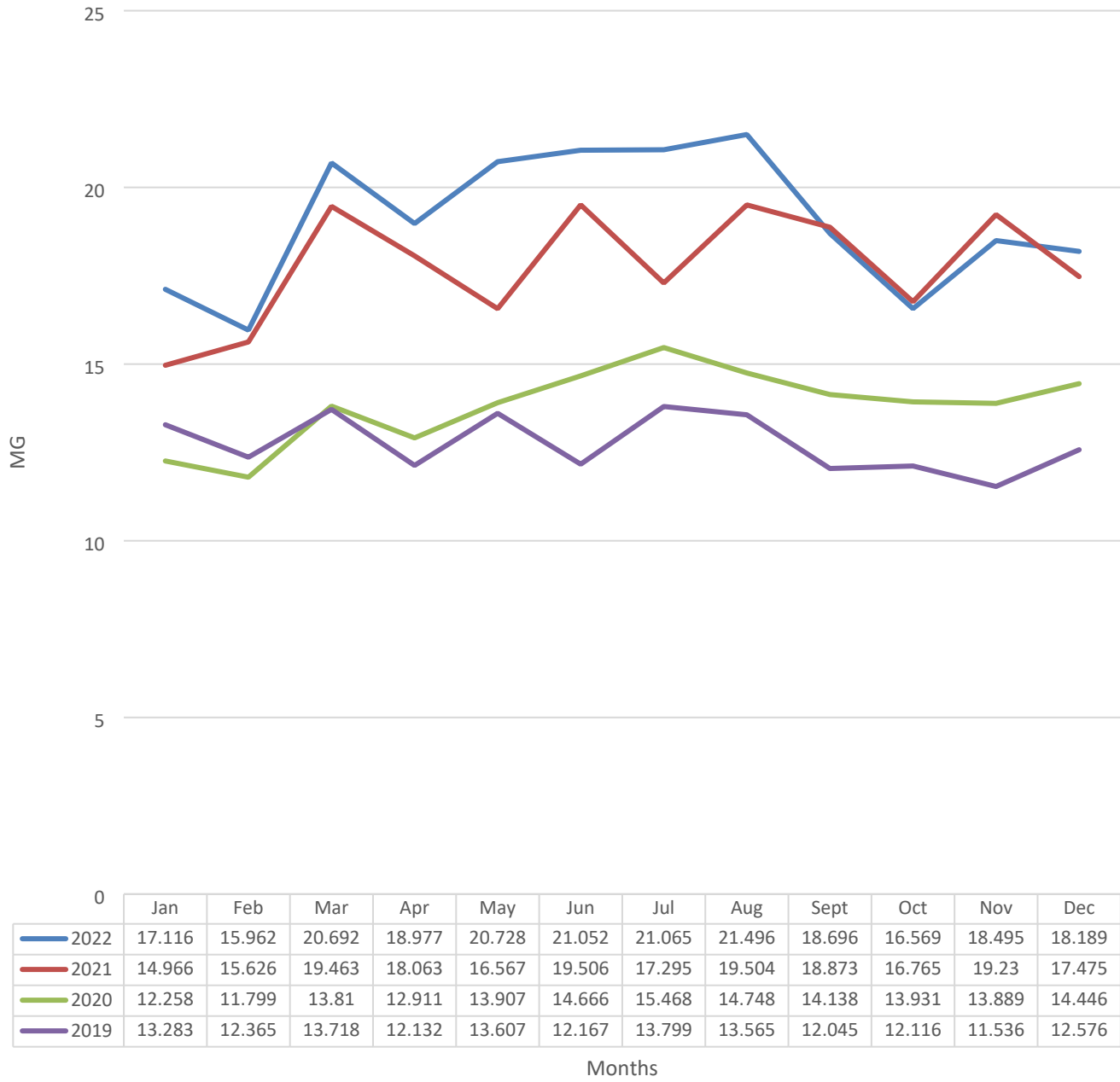
Hardness: 135 – 150 mg/L (Higher hardness is due to running # 2 L.S. well pulling water from deeper part of the aquifer)

Free Chlorine: 0.85-1.10 mg/L

Training Hours



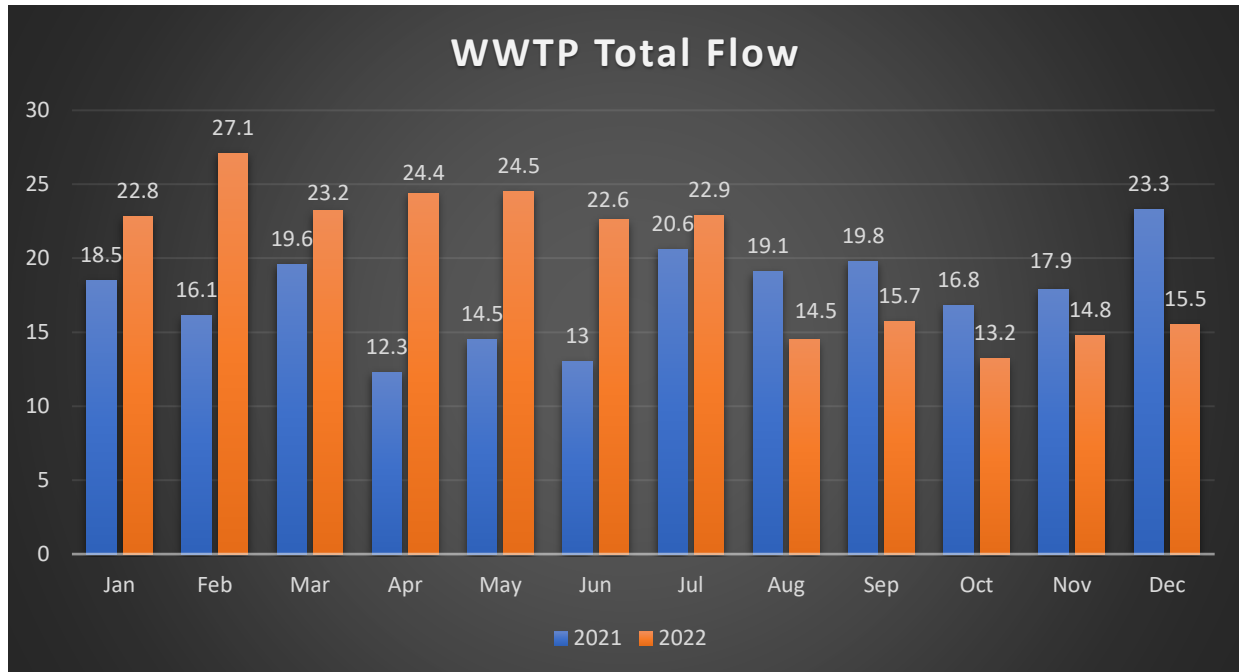
Monthly Influent MG



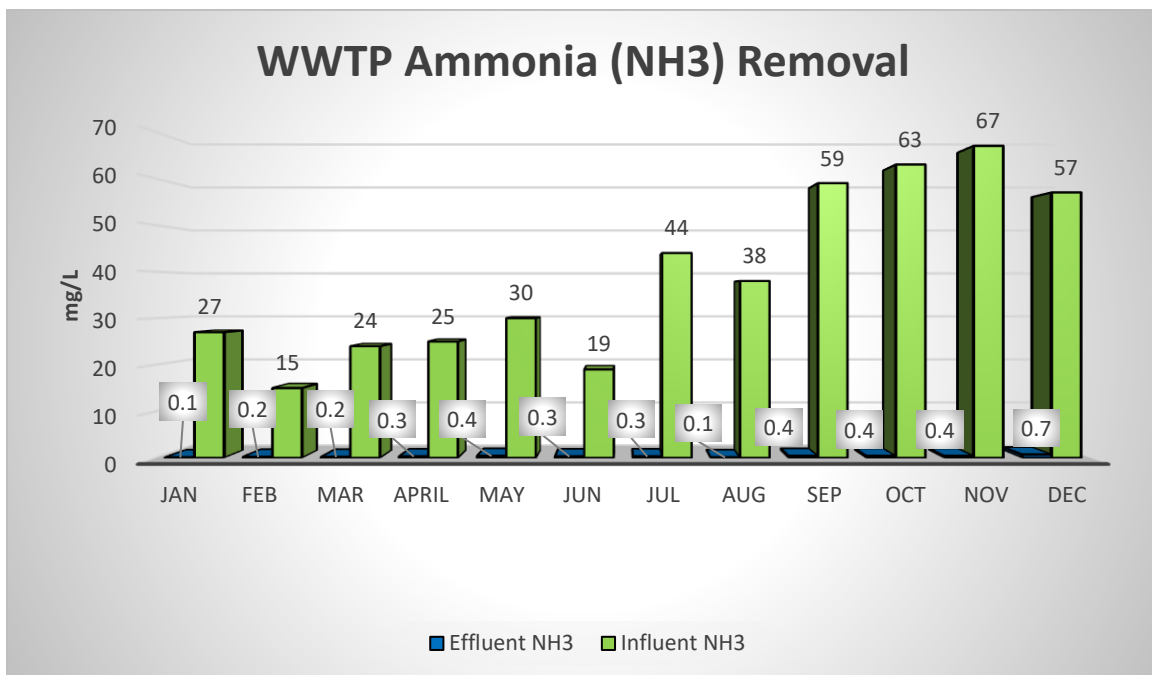


December 2022

Sewer Council Report



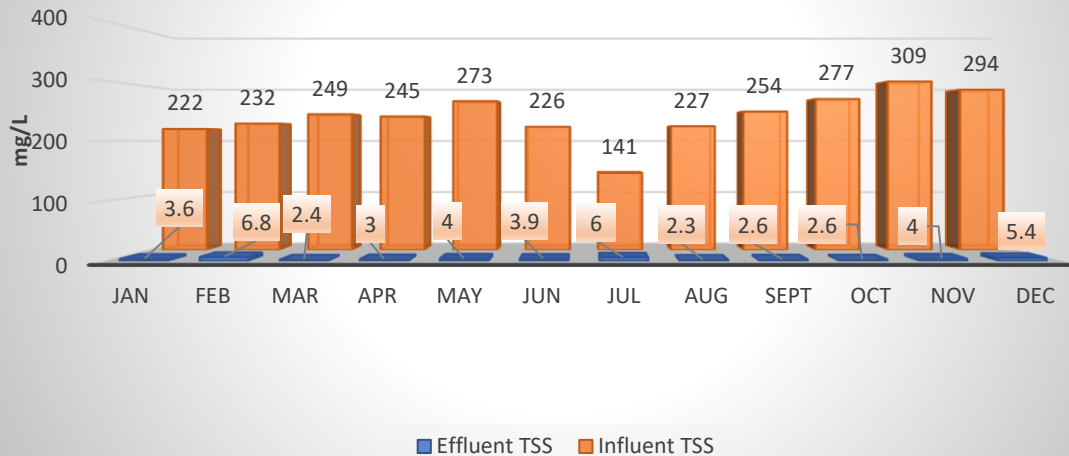
Plant Efficiency Charts



Average % of NH3 removed for the month = **99%**

Effluent Discharge Limitations Weekly- 3.9 mg/L
 Monthly- 2.6 mg/L

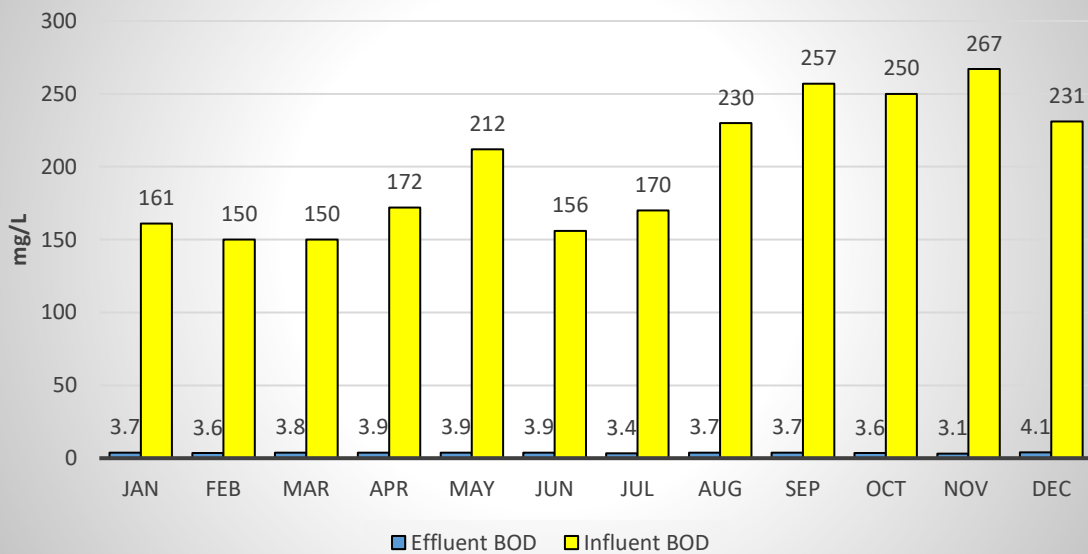
WWTP Total Suspended Solids Removal



Average % of TSS removed for the month = **98%**

Effluent Discharge Limitations Weekly- 18 mg/L
Monthly- 12 mg/L

WWTP BOD Removal



Average % of BOD removed for the month = **98%**

Effluent Discharge Limitations Weekly- 15 mg/L
Monthly- 10 mg/L

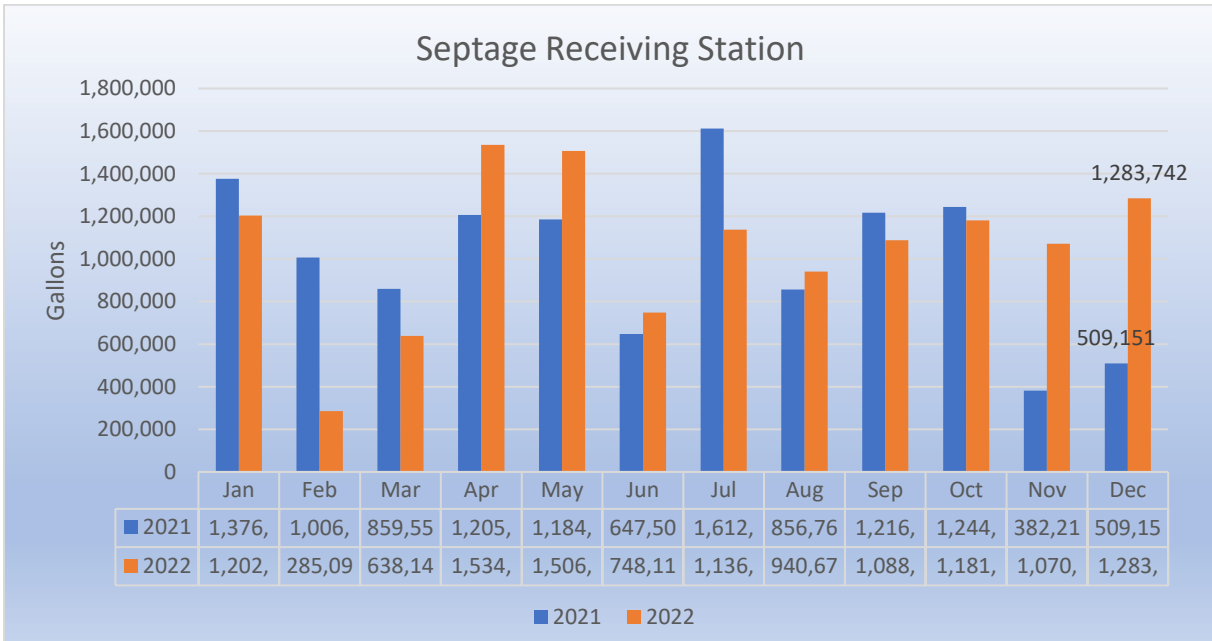
Work Highlights

- Amount of sludge pressed (dewatered) – 604,790 gallons
- (1) new build sewer inspection and (1) existing repair inspection
- Routine equipment maintenance (preventative maintenance)
- Install of new lower housing on grit classifier

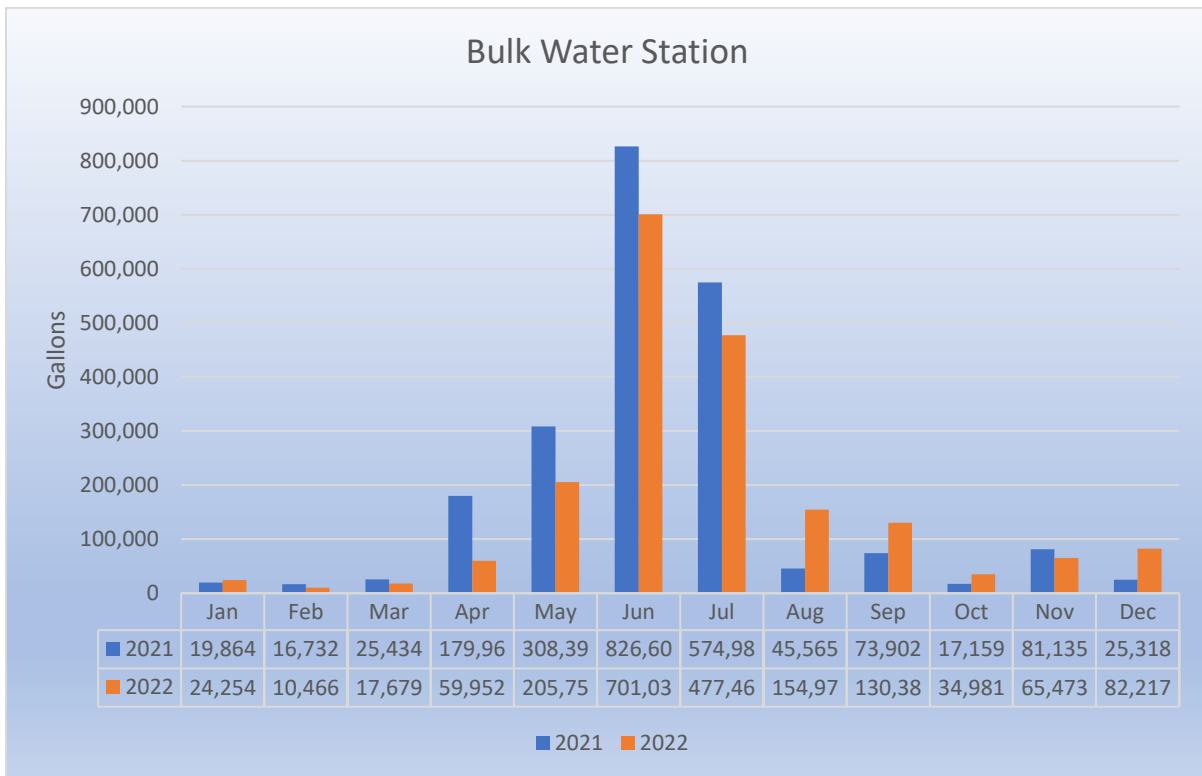


BULK SEWER & WATER

The following chart shows the total amount of waste in gallons brought into Johnstown for the current year and past year by the egg farm and bulk septage haulers.



The chart below shows the total amount of bulk water in gallons purchased each month for the current year and past year. NOTE: This graph contains only gallons of bulk water purchased from the fill station onsite and does not include hydrant meter usage.



Rick Fitch
Chief Wastewater Operator



Street Department Report

December 2022

CITY OF JOHNSTOWN, OHIO

City of Johnstown
Administrative Offices



599 S. Main Street
Johnstown, Ohio 43031
Telephone: 740-967-3177

Misc.

- Equipment maintenance and repairs
- Street Lights
 - (2) lights switched over to LED bulbs
- Street Light reattached to the base (330 Central Station Dr.)
- All light outages have been called in for repair
- Changed banners and hung wreaths

Street Maintenance

- Sign repair/replacement (As needed)
- Street sweeping
- Cold patching pot holes (Clark dr, N Kasson, E Maple, Locker, Stevens)
- Spreading of brine and salt
- Plowing snow
- Tree trimming
- Removed brush/trees along Clark dr.

Water Maintenance

- Assisted in water shut-offs (Monthly)
- OUPS Locates (Daily)
- 6" wet tap on E Jersey st.
- New 6" main on Jersey st. passed pressure test

Stormwater Maintenance

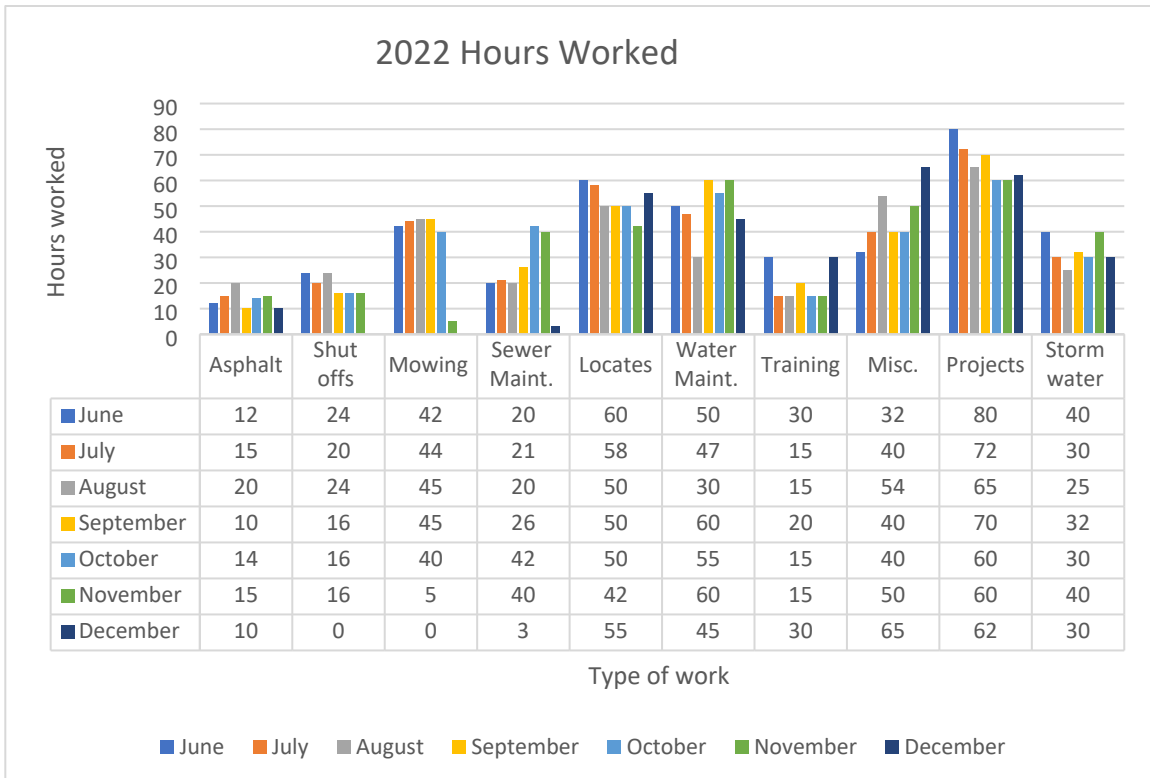
- OUPS Locates (Daily)
- Storm inlet cleaning
- Dandy bags removed (Rustic Wood PL.)

Park Maintenance

- Trash pickup (weekly)
- Trail head toilet checked and cleaned (weekly)
- Tree trimming

Sewer Maintenance

- OUPS Locates (Daily)
- Sewer Jetting



Service Directors Report

1/3/2023

Projects

- 1) Water tower update- New water tower controls have been delivered. Schedule for installation should be in next week. If controls are installed in the next two weeks, the tower should be filled and in operation by February.
- 2) Water plant expansion- 12/29/22 meeting with Eagon and Jacobs discussed the next steps moving forward with the plant sizing and EPA approval. Eagon will work with OEPA to get wells J-2 and J-3 re-rated to 900gpm. Johnstown also needs to move forward with drilling and testing of proposed well J-4. I have discussed this with the City Manager, and we will bring it to finance committee.
- 3) Aquifer study-Johnstown has received the report from the well test on J-1. Well J-1 is in the upper aquifer. The results of the study indicate no additional water can be pulled from the upper aquifer.
- 4) Wastewater plant upgrade- Waiting on stream study results.
- 5) Rolling Meadows project- Sewer main lining should start in January.
- 6) East Jersey project- 6" section of new water line has been pressure tested and bacteria tested. All results were good. New service line connection should be able to begin in that section in January
- 7) Pulte Housing Development- No response to punch list currently.
- 8) PEP Grant application- I applied for a \$1,000 dollar grant on behalf of the Street Department for new pedestrian cross walk signs for South Main St. The grant was awarded, and new signs have been received and will be put out next spring.
- 9) Leafy Dell no parking signs-I had a conversation with Maronda homes (Rich Connie). They have agreed to buy the poles and move the signs. They will try to get it scheduled and completed in January.



**AN ORDINANCE REPEALING SECTION 331.44 OF THE TRAFFIC CODE;
CHAPTER 331 OF THE CITY OF JOHNSTOWN CODIFIED ORDINANCES**

WHEREAS, Chapter 331 of the City of Johnstown Codified Ordinances (the “Codified Ordinances”) governs no left turns in the City of Johnstown; and

WHEREAS, ODOT improvements to West Coshocton Street (US 62) now include a turn lane at Bigelow Drive; and

WHEREAS, On December 6, 2022, the Safety and Service Committee was in favor of recommending changes in the traffic code to City Council for consideration; and

WHEREAS, after review, the Council of the City of Johnstown desires to repeal Codified Ordinance Section 331.44 Prohibited Left Turns.

NOW THEREFORE, be it ordained by the Council of the CITY OF JOHNSTOWN, Licking County, Ohio as follows:

Section 1. That Section 331.44 is repealed as follows. deletions are **struck**.

~~331.44 PROHIBITED LEFT TURNS.~~

~~—(a)—No operator or driver of a motor vehicle on Bigelow Drive shall make a left turn on to West Coshocton Street~~

~~**(b) No operator or driver of a motor vehicle westbound on West Coshocton Street shall make a left turn on to Bigelow Drive.**~~

~~(Ord. 4-00. Passed 2-1-00.)~~

~~—(c)—Whoever violates any provision of this section is guilty of a minor misdemeanor on a first offense; on a second offense within one year after the first offense, the person is guilty of a misdemeanor of the fourth degree; on each subsequent offense within one year after the first offense, the person is guilty of a misdemeanor of the third degree.~~

Section 2. It is found and determined that all formal actions of this City Council concerning and relating to the recommendation of adoption of this Ordinance were approved in an open meeting of this City Council and that meetings resulted in such formal action where meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code and the Charter for the City OF JOHNSTOWN.

Date of Introduction: December 13, 2022

Public Hearing/Vote: January 3, 2023

Effective:

By: _____

Mayor Donald Barnard

ATTEST TO:

APPROVED AS TO FORM:

Teresa Monroe, Clerk of Council

Yazan Ashrawi, Law Director

CITY OF JOHNSTOWN



ORDINANCE 25-2022

AN ORDINANCE AMENDING CHAPTER 1155 OF THE CITY OF JOHNSTOWN CODIFIED ORDINANCES

WHEREAS, Chapter 1155 of the City of Johnstown Codified Ordinances (the “Codified Ordinances”) governs the General Community Commercial 1 (GCC-1) in the City of Johnstown; and

WHEREAS, The City of Johnstown is growing and requires updates to the district standards to ensure high quality development that upholds the characteristics of the community; and,

WHEREAS, after review of all uses, the Council of the City of Johnstown desires to amend Codified Ordinance Chapter 1155.

NOW THEREFORE, be it ordained by the Council of the CITY OF JOHNSTOWN, Licking County, Ohio as follows:

Section 1. That Chapter 1155 is amended; deletions are ~~struck~~; additions are *italicized*

Section 2. It is found and determined that all formal actions of this City Council concerning and relating to the recommendation of adoption of this Ordinance were approved in an open meeting of this City Council and that meetings resulted in such formal action where meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code and the Charter for the CITY OF JOHNSTOWN.

Date of Introduction: December 13, 2022

Public Hearing/Vote: January 3, 2023

Effective:

By: _____

Mayor Donald Barnard

ATTEST TO:

APPROVED AS TO FORM:

Teresa Monroe, Clerk of Council

Yazan S. Ashrawi, Law Director

CHAPTER 1155
General Community Commercial GCC-1 District

1155.01 PURPOSE.

The purpose of the GCC-1 District is to designate appropriate areas for the establishment and development of commercial activities to service regional needs. Such areas should be located on or at the intersection of arterial streets.

1155.02 PERMITTED USES.

In a GCC-1 District, the following uses are permitted:

- a) Administrative, business and professional offices:*
 - 1. Administrative and business offices not carrying on retail trade with the public and having no stock of goods maintained for sale to customers consisting of:*
 - i. Brokers and dealers in securities, investments and associated services, not including commercial banks and savings institutions.*
 - ii. Insurance agents and brokers and associated services.*
 - iii. Real estate sales and associated services.*
 - 2. Professional offices engaged in providing services to the general public consisting of:*
 - i. Medical office and medical office-related activities, but not including veterinary offices or animal hospitals.*
 - ii. Other health or allied medical facilities.*
 - iii. Professional, legal, engineering and architectural services, not including the outside storage of equipment.*
 - iv. Accounting, auditing and other bookkeeping services.*
 - 3. Organizations and associations organized on a profit or non-profit basis for promotion of membership interests, including:*
 - i. Business associations.*
 - ii. Professional membership organizations.*
 - iii. Civic, social and fraternal organizations.*
 - iv. Charitable organizations.*
- b) Retail stores primarily engaged in selling merchandise for personal or household consumption, and rendering services incidental to the sale of those goods; provided all storage and display of merchandise shall be within the principal structure, including:*
 - 1. Food and food products, consisting of: grocery stores, meat and fish markets, fruit stores and vegetable markets, and specialty stores such as bakery, candy or confectionery.*
 - 2. Proprietary drug and hardware stores.*
 - 3. Similar retail stores, consisting of: florists, gift, antique or second-hand stores, books and newspapers, sporting goods, jewelry, optical goods, and other retail stores which conform to the purpose and intent of the General Commercial District 1 and subject to the requirements of Section 1141.02 (e) . Retail stores will*

not be permitted to sell items pandering obscenity, as defined in ORC Title 29, to adults/juveniles.

c) Personal services, involving the care of the person and his/her personal effects, including consumer services generally involving the care and maintenance of tangible personal consumption, including:

- 1. Restaurants, but not including restaurants with drive- through facilities.
 - i. Cafe seating secondary to primary business; excluding outdoor alcohol consumption.**
- 2. Banks, savings and loans, and credit agencies, but not including establishments with drive-through facilities.*
- 3. Post offices.*
- 4. Barber and beauty shops, having no more than three (3) work stations.*
- 5. Funeral services.*
- 6. Radio, television or small appliance repair.*
- 7. Commercial photography.*
- 8. On-premises duplication and reproduction services.*

d) Theaters.

~~(a) General merchandise sales including:~~

- ~~— (1) Department stores;~~
- ~~— (2) Limited price or discount variety stores;~~
- ~~— (3) Mail-order and miscellaneous general merchandise stores;~~
- ~~— (4) Drug stores;~~
- ~~— (5) Pet stores;~~

~~(b) Food sales including:~~

- ~~— (1) Grocery, meat, fish, fruit or vegetable markets or any combination thereof;~~
- ~~— (2) Dairy or bakery products;~~
- ~~— (3) Specialty good stores;~~

~~(c) Apparel sales including:~~

- ~~— (1) Clothing, furnishings and accessory items for men, women and/or children;~~
- ~~— (2) Custom tailor shops, furriers, alterations and dry cleaning shops;~~

~~(d) Home furnishings sales including:~~

- ~~— (1) Furniture, home furnishings and equipment stores;~~
- ~~— (2) Household appliance stores;~~
- ~~— (3) Radio, stereo, television and music stores;~~

~~(e) Food or beverage sales and consumption including:~~

- ~~— (1) Package liquor stores;~~
- ~~— (2) Eating and drinking establishments excluding fast food and carry-out operations, but including those that sell alcoholic beverages or liquor by the glass;~~
- ~~— (3) Cafe seating secondary to primary business; excluding outdoor alcohol consumption.~~

~~(f) Miscellaneous retail sales and services including:~~

- ~~— (1) Book, stationary, jewelry and antique stores;~~
- ~~— (2) Gift, novelty and souvenir shops;~~
- ~~— (3) Camera, photographic supply and optical goods stores;~~

- (4) ~~Tobacco, newspaper and magazine stores;~~
- (5) ~~Auto service;~~
- (6) ~~Shops for custom work whose articles or products are to be sold on the premises;~~
- (g) ~~Miscellaneous uses:~~
 - (1) ~~Post office;~~
 - (2) ~~Newspaper or job printing;~~
 - (3) ~~Funeral parlor;~~
 - (4) ~~Theaters, assembly halls, billiard or pool parlors and bowling alleys;~~
 - (5) ~~Telegraph office, express office and electrical substation;~~
 - (6) ~~Laundries and laundromats;~~
 - (7) ~~Banks, savings and loans, or other money investment or management businesses;~~
- (h) ~~Service station:~~
 - (1) ~~Motor vehicle repair.~~

1155.03 CONDITIONAL USES.

The following uses shall be permitted in the GCC-1 District, subject to approval by the Planning and Zoning Commission in accordance with Chapter 1131:

- a) Veterinary offices, not including outside boarding of animals.*
- b) Multiple-family located on the second level or higher of structure. and single family units in accordance with SR-1 requirements.*
- c) Banks with drive-through facilities.*
- d) Gasoline service stations, or retail convenience stores selling gasoline as an ancillary activity.*
- e) Motor vehicle repair*
- f) Religious, exercise facilities, and related uses.*
- g) Hotels and Transient Accommodations located on the second level or higher of structure.*
- h) Outdoor storage and display of merchandise on public sidewalks shall be prohibited.*

~~(a) Fast food and carry-out operations, providing that such uses are in association with and in conjunction with eating establishments with on-site, sit-down dining facilities.~~

~~(b) Second story and multi-family and single family dwelling units located in commercial structures.~~

~~(c) Retail motor vehicle fuel sales.~~

1155.04 ADDITIONAL DISTRICT DEVELOPMENT STANDARDS.

In addition to the provisions of Title Seven of this Part Eleven, the following standards for arrangement and development of the land and building are applicable in the GCC-1 District.

- a) Lot Requirements.

1. No minimum lot size is required; however, lot size shall be adequate to provide the yard space required by these additional district development standards.
 2. No minimum lot width is required; however, all lots shall abut a public street and have sufficient width to provide the yard space required by these additional district development standards.
 3. Each lot shall have a front setback of not less than ~~fifteen (15)~~ ~~forty~~ feet. Parking areas shall be at least fifteen feet from the street right-of-way.
 4. Each lot shall have a rear setback of not less than twenty-five feet. A structure to be serviced from the rear shall have a service court, alleyway or combination thereof not less than forty feet wide. A rear setback shall not be required on structures whose rear wall is fireproof and contains no windows, doors or other openings, except that a rear setback of forty feet is always required should such GCC-1 District lots rear abut any residential lot.
 5. For permitted and conditional structures there shall be a total side setback of not less than thirty ~~(30)-five~~ feet with a minimum on one side of fifteen feet. A side setback shall not be required on a structure's side wall that is fireproof and contains no windows, door or other openings, except that a side setback of fifteen feet is always required should such GCC-1 District lot's side abut any residential lot.
 6. Permitted and conditional structures, pedestrian sidewalks and parking areas shall not cover more than ~~ninety percent (90%)~~ ~~sixty-five percent (65%)~~ of the lot. The remaining ~~ten percent (10%)~~ ~~thirty-five percent (35%)~~ of the lot shall be landscaped with natural vegetation.
- b) Building Requirements. No structure shall exceed forty feet in height.
- c) Site Requirements.
1. A traffic and parking system plan shall be required that details points of ingress and egress into the property, parking areas with the number of parking spaces, access drives and pedestrian walkways, shown. The plan shall be so designed as to minimize conflict points between pedestrians and vehicular movements.
 2. Outdoor trash systems shall be sufficient to prevent any overflow and screening shall be provided to enclose such containers and hide them from view.
 3. *All sites shall meet Section 1197, Stormwater Management and shall submit a stormwater management plan to the City.*
 4. *Cross access easements should be provided between adjacent commercial and retail sites to minimize curb cuts.*
 5. ~~Minimizing the number of curb cuts within the lot frontage and joint curb cuts between adjacent uses are encouraged, therefore~~ The minimum distance between curb cuts shall be 120 feet except that each lot is permitted a minimum of one curb cut. No curb cut shall be more than thirty-five feet in distance.
 6. Lots of greater than two and one-half acres shall contain at least one fire hydrant for every additional three-quarter acres over two and one-half initial acres.
 7. ~~Outdoor storage and display of merchandise on public sidewalks shall be prohibited.~~

- d) Landscaping. *The landscaping of all parking and service areas shall meet the requirements of Chapter 1183. If side or rear yards are adjacent to any district where single-family or two-family residences are a permitted use, landscaping and screening shall also be required in those yards to meet the requirements of Chapter 1183.*

DRAFT

CITY OF JOHNSTOWN



ORDINANCE 26-2022

AN ORDINANCE AMENDING CHAPTER 1157 OF THE CITY OF JOHNSTOWN CODIFIED ORDINANCES

WHEREAS, Chapter 1157 of the City of Johnstown Codified Ordinances (the “Codified Ordinances”) governs the General Community Commercial 2 (GCC-2) in the City of Johnstown; and

WHEREAS, The City of Johnstown is growing and requires updates to the district standards to ensure high quality development that upholds the characteristics of the community; and,

WHEREAS, after review of all uses, the Council of the City of Johnstown desires to amend Codified Ordinance Chapter 1157.

NOW THEREFORE, be it ordained by the Council of the CITY OF JOHNSTOWN, Licking County, Ohio as follows:

Section 1. That Chapter 1157 is amended; deletions are ~~struck~~; additions are *italicized*

Section 2. It is found and determined that all formal actions of this City Council concerning and relating to the recommendation of adoption of this Ordinance were approved in an open meeting of this City Council and that meetings resulted in such formal action where meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code and the Charter for the CITY OF JOHNSTOWN.

Date of Introduction: December 13, 2022

Public Hearing/Vote: January 3, 2023

Effective:

By: _____

Mayor Donald Barnard

ATTEST TO:

APPROVED AS TO FORM:

Teresa Monroe, Clerk of Council

Yazan S. Ashrawi, Law Director

CHAPTER 1157
General Community Commercial GCC-2 District

1157.01 PURPOSE.

The purpose of the GCC-2 District is to designate appropriate areas for the establishment and development of commercial activities to service regional needs.

1157.02 PERMITTED USES.

In addition to the uses allowed in Chapter [1155](#), the following uses are permitted in a GCC-2 District:

- ~~—(a) Drive-in restaurants;~~
- ~~—(b) Fast food restaurants;~~
- ~~—(c) Equipment repairs;~~
- ~~—(d) Auto sales and service;~~
- ~~—(e) Tractor sales and repairs;~~
- ~~—(f) Carryout operations;~~
- ~~—(g) Shopping centers or malls. (Ord. 05-2013. Passed 5-7-13.)~~

- (a) General merchandise, consisting of: department stores, and limited price variety stores.*
- (b) Home furnishings, consisting of: furniture and equipment sales, television, and electronics store.*
- (c) Building material retail stores, not having outside storage of material, consisting of: plumbing and electrical supplies, paint, upholstery, and interior decorating stores, and hardware stores.*
- (d) Apparel, consisting of: clothing, furnishings, and accessory items for men, women and children, custom tailor shops and combined apparel sales and personal service operations, and miscellaneous apparel and accessory stores.*
- (e) Dry-cleaning establishments.*
- (f) Public and private parking areas.*
- (g) Equipment rental or leasing, not including outdoor storage of material.*
- (h) Business services engaged in the providing of services to business establishments on a fee or contract basis, consulting services, protective services, office equipment rental, lease or purchase, commercial research and development.*
- (j) Commercial recreational facilities such as community and public swimming pools, skating rinks, bowling alleys, physical fitness centers.*
- (k) Hotels and motels.*
- (l) Garden centers.*
- (m) Carry out food and beverage establishments.*

Similar uses, as determined by the Planning Commission, in accordance with the provisions of Section 1127.02(e).

1157.03 CONDITIONAL USES.

The following use shall be allowed in the GCC-2 District, subject to the approval of the Planning and Zoning Commission in accordance with Chapter [1131](#):

- (a) ~~Multi-family dwelling structures up to eight units per gross acre, provided that such housing otherwise complies with Section [1151.04](#) and provided that such housing meets the following additional requirements:~~

~~Public frontage shall not exceed 100 feet; and~~

~~All buildings must be set back at least 400 feet from the main public street where the primary entry point of the project is or will be established.~~

- (a) Nursing Home.
- (b) Assisted Living Facility.
- (c) ~~Retail motor vehicle fuel sales.~~ *Gasoline service stations, or retail convenience stores selling gasoline as an ancillary activity.*
- (d) ~~Hotels and Transient Accommodations.~~ *located on the second level or higher of structure*
- (e) *Self-service car washes*
- (f) *Drive-through facilities to be developed in association with a permitted use.*
- (g) *New and used car sales and service, provided all operations except for display and sales are located completely within an enclosed building.*
- (h) *Gasoline service stations, or retail convenience stores selling gasoline as an ancillary activity.*
- (i) *Religious exercise facilities and related uses.*
- (j) *Veterinary offices and animal hospitals.*
- (k) *Motor vehicle service establishments*
- (l) *Outdoor storage and display of merchandise on public sidewalks.*

1157.04 ADDITIONAL DISTRICT DEVELOPMENT STANDARDS.

In addition to the provisions of Title Seven of this Part Eleven, the following standards for arrangement and development of the land and building are applicable in the GCC-2 District.

a) *Lot Requirements.*

- 1. No minimum lot size is required; however, lot size shall be adequate to provide the yard space required by these additional district development standards.*
- 2. No minimum lot width is required; however, all lots shall abut a public street and have sufficient width to provide the yard space required by these additional district development standards.*
- 3. Each lot shall have a front setback of not less than twenty (20) feet. Parking areas shall be at least fifteen feet from the street right-of-way.*
- 4. Each lot shall have a rear setback of not less than twenty-five feet. A structure to be serviced from the rear shall have a service court, alleyway or combination thereof not less than forty feet wide. A rear setback shall not be required on structures whose rear wall is fireproof and contains no windows, doors or other*

openings, except that a rear setback of one hundred feet is always required should such GCC-2 District lots rear abut any single family residential lot.

5. For permitted and conditional structures there shall be a total side setback of not less than fifty (50) feet with a minimum on one side of twenty five feet. A side setback of fifteen feet shall be allowed on a structure's side wall that is fireproof and contains no windows, door or other openings, except that a side setback of twenty five feet is always required should such GCC-2 District lot's side abut any residential lot.
 6. Permitted and conditional structures, pedestrian sidewalks and parking areas shall not cover more than sixty-five percent (65%) of the buildable area of the lot. The remaining thirty-five percent (35%) of the lot shall be landscaped with natural vegetation. Any area that exists in the flood plain shall not be usable for this thirty five percent green space requirement.
- b) Building Requirements. No structure shall exceed forty feet in height.
- c) Site Requirements.
1. A traffic and parking system plan shall be required that details points of ingress and egress into the property, parking areas with the number of parking spaces, access drives and pedestrian walkways, shown. The plan shall be so designed as to minimize conflict points between pedestrians and vehicular movements.
 2. Outdoor trash systems shall be sufficient to prevent any overflow and screening shall be provided to enclose such containers and hide them from view.
 3. All sites shall meet Section 1197, Stormwater Management and shall submit a stormwater management plan to the City.
 4. Cross access easements should be provided between adjacent commercial and retail sites to minimize curb cuts.
 5. The minimum distance between curb cuts shall be 120 feet except that each lot is permitted a minimum of one curb cut. No curb cut shall be more than thirty-five feet in distance.
 6. Lots of greater than two and one-half acres shall contain at least one fire hydrant for every additional three quarter acres over two and one-half initial acres.
- d) Landscaping. The landscaping of all parking and service areas shall meet the requirements of Chapter 1183. If side or rear yards are adjacent to any district where single-family or two-family residences are a permitted use, landscaping and screening shall also be required in those yards to meet the requirements of Chapter 1183.



RESOLUTION 2023-01

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH STRATEGIC HR BUSINESS ADVISORS

WHEREAS, the City of Johnstown Council has deemed it necessary to enlist the services of a Human Resources firm to work on behalf of the City of Johnstown; and

WHEREAS, City Council authorizes the City Manager to enter into an agreement for HR services with Strategic HR Business Advisors; and

WHEREAS, HR services, terms and compensation to be paid are shown in the Service Agreement attached; and

NOW THEREFORE, BE IT RESLOVED BY THE CITY COUNCIL OF THE CITY OF JOHNSTOWN, COUNTY OF LICKING, STATE OF OHIO, A MAJORITY OF THE MEMBERS CONCURRING THAT:

Section 1. City Council hereby authorizes the City Manager to enter into the attached Service Agreement with Strategic HR Business Advisors.

Section 2. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council and that meetings of any of its committees that resulted in such formal action were meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code and the Charter of the CITY OF JOHNSTOWN.

Date of Introduction/Public Hearing/Vote: January 3, 2023

By: _____

Mayor Donald Barnard

ATTEST TO:

APPROVED AS TO FORM:

Teresa Monroe, Clerk of Council

Yazan Ashrawi, Law Director

Service Agreement

This Services Agreement ("Agreement") is made this _____ day of _____, 2022 by Strategic HR Business Advisors, a division of Clark Schaefer Hackett, ("Consultant") and City of Johnstown ("Client"). Consultant and the Client agree as follows:

1. **Services.** The Client engages Consultant to perform HR Services as an independent contractor ("Services"), as requested by the Client. Consultant will use its judgment and experience in providing these Services, but Consultant does not guarantee a specific outcome or results.
2. **Limitation on Services.** Client understands that Consultant is not providing any legal advice. Legal advice should be obtained from Client's own attorneys. Moreover, Consultant cannot make employment decisions for the Client. While Consultant may offer advice about handling employee issues, Consultant does not have the authority to make hiring, firing, discipline, promotion or compensation decisions regarding Client's employees. Consultant shall not be a co-employer of Client's employees under any circumstances. Likewise, Client shall not be a co-employer of Consultant's employees under any circumstances.
3. **Compensation.** Client agrees to pay Consultant \$1,150 for 10 hours of HR Services per month for a period of six months, plus Consultant's reasonable out-of-pocket expenses. Client may "frontload" this time using the 60 hours in as little as 3 months if needed. Consultant agrees to provide invoices for its work and Client agrees to pay Consultant upon receipt of the invoice. If Client does not make payment within 30 days, Consultant shall have the right to assess a late fee equal to 1.5% per month of the unpaid balance.
4. **Termination.** Either party may terminate this Agreement at any time without cause with at least two weeks' written notice to the other. Consultant may terminate this Agreement immediately for Cause at any time without prior notice. For purposes of this Agreement, "Cause" for Consultant shall include, without limitation: (i) Client's failure to make timely payments under this Agreement; (ii) Client's or their employees' failure to cooperate with Consultant; or (iii) any breach or default of any provision of this Agreement by Client.
5. **No Poach.** Consultant may assign employees or sub-contractors to assist Consultant in providing the Services. In order to protect Consultant's most valuable resources (its people), Client agrees not to hire or contract with any assigned employee or sub-contractor of Consultant while the assigned employee or sub-contractor are working for Consultant. In addition, Client agrees not to hire or contract with any assigned employee or sub-contractor of Consultant for two years after the latter of: (i) employee or sub-contractor has stopped working for Consultant; and (ii) Consultant has stopped performing all Services for Client. If Client violates this paragraph, Client agrees to pay Consultant liquidated damages in the amount of 50% of Employee's or sub-contractor's hired annual salary, plus Consultant's attorneys' fees and costs.
6. **Indemnification.** Client agrees to hold Consultant harmless and indemnify Consultant and its officers, agents, and employees, for all injuries, losses or claims arising out of or any way involving the Services, including attorneys' fees.
7. **Arbitration.** Client and Consultant agree that any legal dispute between them or in any way involving or arising out of this Agreement shall be brought and maintained through binding arbitration. The arbitration will be under the Commercial Rules of the American Arbitration Association. The arbitration shall take place in Cincinnati, Ohio. Upon a demand for arbitration, the American Arbitration Association shall promptly provide a list of 7 potential arbitrators from the Cincinnati, Ohio area. Client shall then strike a name and Consultant shall then strike a name, proceeding to alternately strike names, with the remaining name on the list being the arbitrator to decide the dispute between Client and Consultant. This striking process shall last no longer than five business days. If a party does not participate in a timely fashion in the striking process, it shall be assumed that all 7 potential arbitrators are acceptable to that party. The arbitrator shall

expeditiously resolve any discovery or e-discovery disputes and shall do so in light of the interests of the parties in an expedited, efficient, and cost-saving process for resolving the controversy through arbitration. The parties shall each be permitted to request one deposition. No other depositions will be permitted unless the arbitrator determines they are necessary for a fair arbitration. The parties shall be permitted to file a Motion for Summary Judgment at the conclusion of the discovery period and the arbitrator shall decide this Motion under Federal Rule of Civil Procedure 56. Client and Consultant waive trial by jury. The arbitrator shall have the authority to award any remedy for a claim that would have been available through the court system, including damages and injunctive relief. The decision of the arbitrator, made in writing, shall be final and binding upon the parties to the arbitration, and the parties shall comply with such a decision. The arbitrator's decision may be enforced in a court of competent jurisdiction.

8. Miscellaneous. This Agreement shall be governed by Ohio law. Neither party shall assign this Agreement without the prior written consent of the other party. Consultant's failure to enforce or to require strict compliance or performance by Client of any of the provisions of this Agreement shall not constitute a future waiver of such provisions and shall not affect or impair in any way the rights of Consultant at any time to enforce these provisions. This Agreement supersedes all prior agreements between Consultant and the Client concerning Client's Services. Consultant and Client agree that if in the unlikely event that an arbitrator were to strike down any provision of this Agreement, that the remaining portions of this Agreement shall remain in full force and effect. Moreover, Consultant and Client agree that the arbitrator should rewrite the stricken provision to the maximum extent permitted by law. Consultant and Client agree that no modification or waiver of this Agreement shall be effective unless it is in writing and signed by Consultant and the Client. Consultant and Client enter into this Agreement knowingly and voluntarily. Consultant and the Client further acknowledge that they have read this Agreement carefully and have had the opportunity to consult with counsel, if desired.

AGREED:

City of Johnstown
599 S. Main Street
Johnstown, OH, 43031

Strategic HR Business Advisors
Division of Clark Schaefer Hackett
8160 Corporate Park Drive, Suite 200
Cincinnati, OH 45242

By: _____

By: Robin Throckmorton

Its: _____

Its: Shareholder in Charge

Date: _____

Date: December 22, 2022



RESOLUTION 2023-02

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH LEAFY DELL PROPERTIES, LLC

WHEREAS, the City of Johnstown Council has deemed it necessary to enter into an agreement with Leafy Dell Properties, LLC, an Ohio limited liability company (the “LLC”); and

WHEREAS, The City has requested that the LLC participate in the cost to make traffic improvements in the Leafy Dell Subdivision required by the Traffic Analysis (“Traffic Improvements”) and the LLC has agreed to do so; and

WHEREAS, City Council authorizes the City Manager to enter into the Traffic Improvement agreement attached; and

NOW THEREFORE, BE IT RESLOVED BY THE CITY COUNCIL OF THE CITY OF JOHNSTOWN, COUNTY OF LICKING, STATE OF OHIO, A MAJORITY OF THE MEMBERS CONCURRING THAT:

Section 1. City Council hereby authorizes the City Manager to enter into the attached Service Agreement with Leafy Dell Properties LLC.

Section 2. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council and that meetings of any of its committees that resulted in such formal action were meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code and the Charter of the CITY OF JOHNSTOWN.

Date of Introduction/Public Hearing/Vote: January 3, 2023

By: _____

Mayor Donald Barnard

ATTEST TO:

APPROVED AS TO FORM:

Teresa Monroe, Clerk of Council

Yazan Ashrawi, Law Director

TRAFFIC IMPROVEMENT AGREEMENT

BETWEEN

THE CITY OF JOHNSTOWN

AND

LEAFY DELL PROPERTIES LLC

This “Agreement” is entered into this ____ day of _____, 2022 by and between The City of Johnstown, Licking County, Ohio (“City”) and Leafy Dell Properties, LLC, an Ohio limited liability company (the “LLC”).

RECITALS

WHEREAS, The City has jurisdiction over the streets known as North Main Street a.k.a. State Route 37 and Leafy Dell Road;

WHEREAS, Leafy Dell Road is the main access to the Leafy Dell subdivision improved with multi-family residential units, single family dwellings, and a public school;

WHEREAS, Traffic at the intersection of North Main Street and Leafy Dell Road (the “Intersection”) is impeded due to heavy traffic counts;

WHEREAS, The LLC is preparing to develop one of the last properties in the Leafy Dell subdivision that is located on Leafy Dell Road with seventy-two (72) residential apartments/units (the “Units”);

WHEREAS, Given the current traffic impediments, the City requested the LLC get a traffic analysis for the Units (“Traffic Analysis”), which will require a full access on Leafy Dell Road in addition to other access points in the Leafy Dell subdivision;

WHEREAS, The results of the Traffic Analysis show the traffic generated by the Units will represent 4.1% of the traffic at the Intersection.

WHEREAS, The City has requested that the LLC participate in the cost to make traffic improvements at the Intersection required by the Traffic Analysis (“Traffic Improvements”) and the LLC has agreed to do so.

NOW THEREFORE, In consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. To promote and protect the public health, safety, convenience, comfort, prosperity and general welfare, the City, along with other governmental partners, shall oversee and use its best efforts to cause the Traffic Improvements to be constructed and substantially complete by December 2025 in accordance with the Traffic Analysis (the “Project”), said

construction of the Project to be in substantial conformance with approved construction plans and specifications.

2. Within ninety (90) days of this Agreement being approved and signed by the City, the LLC shall pay to the City the sum of Seventy-Seven Thousand Two Hundred Forty-Four and No/100 Dollars (\$77,244.00) as its contribution to the Project, said sum being 4.1% of the estimated costs of the Project (“LLC Contribution”).
3. Except for the LLC Contribution, the LLC shall have no further obligations to the City in regard to the Project and the City shall be responsible for the construction and maintenance of the Project and any damages to persons or property caused by City, or its agents’ construction of the Project.
4. In the event the Project is not approved and/or initiated by the City on or before _____, the LLC Contribution shall be returned to the LLC and thereafter neither party will have any further obligations hereunder.
5. The LLC represents and warrants to the City that: (i) it has the authority to enter into and perform this Agreement; and (ii) it has the financial ability to consummate the transaction contemplated by this Agreement.
6. The City shall not be obligated to any terms under this Agreement until it receives the approval of the City of Johnstown Council for the same.
7. To the fullest extent permitted by law, the LLC shall indemnify and hold harmless the City from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the LLC Contribution.
8. This Agreement constitutes the entire agreement between the City and the LLC and no change in this Agreement may be made except by an agreement in writing signed by the party against whom enforcement of any change is sought. This Agreement shall be binding upon and inure to the benefit of the City and the LLC and their respective heirs, personal representatives, successors and assigns. This Agreement shall be construed and enforced in accordance with the laws of the State of Ohio without regard to its principles of conflict of law. Time is of the essence for purposes of this Agreement. In any action brought to enforce this Agreement, the prevailing party shall be entitled to reasonable attorneys’ fees and other expenses incurred in connection with such action. The parties each agree to do, execute, acknowledge, and deliver all such further acts, instruments and assurances and to take all such further action as shall be deemed reasonably necessary to fully carry out the purpose and intent of the Agreement and to fully consummate the transactions contemplated herein. This Agreement is to be deemed to have been prepared jointly by the parties hereto, and any uncertainty or ambiguity existing herein, if any, shall not be interpreted against any party, but shall be interpreted according to the application of the rules of interpretation for arm’s-length agreements.

SIGNATURE PAGES TO FOLLOW

City of Johnstown, Ohio

Leafy Dell Properties, LLC

Sean Staneart, Interim City Manager

Approved as to form:

Yazan Ashrawi, Law Director

By:_____

Its:_____

Date:_____



ORDINANCE 20-2019

**AN ORDINANCE ADOPTING CHAPTER 730 FOOD TRUCK STANDARDS OF THE
CODIFIED ORDINANCES OF THE VILLAGE OF JOHNSTOWN, OHIO.**

WHEREAS, the Village Council of Johnstown, Ohio wishes to protect the health, safety and welfare of its residents; and

WHEREAS, the purpose of these regulations are to permit mobile food trucks on private property in the Village of Johnstown provided certain standards are met; and

WHEREAS, The Village Council finds that allowing food trucks to operate in Johnstown would promote diversification of the town's economy, employment opportunities and would support the incubation and growth of entrepreneurial/start-up businesses; and

WHEREAS, Food trucks bring benefits to communities; however they also bring unique regulation challenges; and

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF JOHNSTOWN, OHIO,
LICKING COUNTY, STATE OF OHIO;**

Section One. That Chapter 730 Food Truck Standards is hereby established as attached in "Exhibit "A" and incorporated herein.

Section Two. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council and that meetings of any of its committees that resulted in such formal action where meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code and the Charter for Johnstown, OHIO.

Date of Introduction: April 16, 2019

Public Hearing/Vote: October 1, 2019

Effective Date: October 31, 2019

BY: Lee

B. Lee
Mayor Benjamin Lee



ATTEST TO:

APPROVED AS TO FORM:

Teresa Monroe
Teresa Monroe, Clerk of Council

Yazan Ashrawi
Yazan Ashrawi, Law Director

EXHIBIT "A"

CHAPTER 730 FOOD TRUCK STANDARDS

730.01 DEFINITIONS.

- (a) "Event Holder" means a person, group, or organization responsible for the hosting or operation of a Permitted Event.
- (b) "Food" shall mean a raw, cooked or processed edible substance, ice, beverage, or ingredient used or intended for use or for sale in whole or in part for human consumption.
- (c) "Food Service Operation" means, for the purposes of a food truck permit, a place, location, site, or separate area where food intended to be served in individual portions is prepared or served for a charge or required donation. As used in this division, "served" means a response made to an order for one or more individual portions of food in a form that is edible without washing, cooking, or additional preparation and "prepared" means any action that affects a food other than receiving or maintaining it at the temperature at which it was received.
- (d) "Food Truck" means a licensed, motorized vehicle or mobile food unit which is temporarily located on a premise to sell food items to the general public.
- (e) "Hard Surface" means an area paved with concrete, asphalt or other similar products or combination of products
- (f) "Health License" means an official document issued by a department of health pursuant to Section 3701 of the Ohio Revised Code. Such document shall be an annual health license.
- (g) "Ice Cream Truck" means motor vehicles from which ice cream, popsicles, ice sherbets, frozen desserts or other similar items are sold.
- (h) "Food Truck Permit" means an official document issued by the Village Manager or Designee authorizing operation of a food truck within the corporate limits of the Village of Johnstown.
- (i) "Non-Incorporated Children's Stands" shall mean a non-incorporated business that is commonly owned and operated by a child or children to sell lemonade or other beverages (e.g. iced tea, coffee, hot chocolate, etc.) and snack foods (e.g. cookies, etc.)
- (j) "Permit Period" means the duration of the approved permit.
- (k) "Public Event" means any public activity or gathering or assemblage of people, other than a special event, that is open to the general public for admission, requires payment for entrance, attendance or participation, and requires the issuance of a health license or temporary health license pursuant to Ohio Revised Code 3717.01 for participating mobile food vendors. "Public event" includes, by way of example and not by way of limitation, a sporting event at an arena or stadium, a state fair, a concert, or a theatre production.
- (l) "Revoke" means to terminate all rights or privileges under a food truck permit for a period not to exceed ninety (90) days after which the individual must reapply for a permit.
- (m) "Special Event" means any activity or gathering or assemblage of people upon public property or in the public right-of-way for which a street closure, race event, parade permit, community market, or other like permit has been issued by the Village of Johnstown.
- (n) "Suspend" means to temporarily deprive a permittee of rights or privileges under a permit for a period not to exceed ninety (90) days.

(o) "Vending" shall mean the sale of food to a person who is the ultimate consumer. Such sales do not include those from a vending machine, as defined in Ohio Revised Code 3717.01(L).

730.02 PERMIT REQUIRED FOR OPERATION.

(a) No individual or organization shall operate, or cause to be operated, any food truck within the corporate limits of the Village of Johnstown without a current and valid Food Truck Permit and applicable health license issued in accordance with laws, rules and regulations established in the Ohio Revised Code, the Ohio Administrative Code, or the Village of Johnstown Codified Ordinances, whichever is applicable.

(b) Food trucks, to be located on private property, that only operate as part of a special event or public event shall not require a food truck permit. Such units must still comply with any health licensing requirements of the State of Ohio and register with the Village that they are doing business inside the municipal limits.

(c) Nothing in this chapter shall be construed as superseding, supplanting, or otherwise replacing any duty imposed by Ohio Revised Code Chapter 3701 or 3717, or rules or regulations promulgated thereunder, upon an application for a health license, or upon a department of health in the conduct of its responsibilities relative to food trucks.

(d) The Village Manager or Designee has the right and authority to issue permits on a Special Permit basis in certain specified district within the corporation limits of the Village of Johnstown upon which additional conditionalities – relative to any part of this ordinance – can be levied due to the nature and location of said districts. Strict adherence to these conditionalities are required and any deviation from noted amendments to a typical permit are considered grounds for license revocation.

730.03 APPLICATION FOR PERMIT.

(a) An application for a Food Truck permit must be submitted by the owner of the unit or owner of the business to the Village Manager or Designee. A separate application must be submitted for each unit. Application for a Food Truck permit shall be on a form prescribed by the Village of Johnstown and shall substantially comply with subsection (b) of this section.

(b) Application for a Food Truck permit shall be made under oath and shall contain the following information and/or material:

1. Name, permanent address, telephone number(s), electronic mail address, and a copy of driver's license for owner and operator (if different from owner);
2. Business name or DBA, permanent address, and telephone number, if different from the owner information;
3. Proof of Ohio Department of Taxation Transient Vendors License, if required by State law;
4. A physical description of the unit proposed to be permitted for food service operation;
5. Current and valid state vehicle registration information for the unit proposed to be permitted for food service operation;
6. Proof of a current and valid license issued by a department of health pursuant to Ohio Revised Code to conduct retail food operations.
7. Complete listing by type or category of the food items to be sold or offered for sale.
8. Federal Tax Identification number or Social Security Number if no Federal Tax Identification number is available. If the applicant is not current and compliant in the payment of any taxes on payroll and net profits, proof that the applicant has entered into an agreement to pay any delinquency and is abiding by the terms of the agreement at the time such proof is submitted;
9. Proof of a filing number or exemption from the Ohio Department of Taxation;
10. Affirmation that, upon issuance of a permit, the applicant will provide to the Village Manager or Designee written documentation of any change in the information required by this chapter, as well as written documentation of any modification, damage, destruction, or decommissioning of the unit, within fifteen (15) calendar days of any such change or prior to the applicant's next operation of the unit within the Village. Upon issuance of a food truck permit by the Village Manager or Designee, the applicant becomes solely responsible for submission of current certificates which extend or renew permits, licenses or

insurance coverage required as a condition of issuance of the food truck permit. Failure by the applicant to maintain such information current and correct shall be cause to revoke the food truck permit.

11. Location of the proposed business and a letter of authority from the location property's owner shall be submitted with the application.
12. Proof of liability and property damage insurance. Limits of such coverage shall be not less than \$300,000 for push carts and pedi-carts and not less than \$1,000,000 for food trucks and trailers.
13. Verification that proper fire suppression devices are in good working order and readily available in case of emergency.
14. Payment of a food truck permit:
 1. Daily permit: \$10 per operating day
 2. Monthly permit: \$50 per operating month
 3. Annual permit: \$200 per operating year

(c) The Village Manager or Designee must examine all applications for a Food Truck permit under this chapter and make, or cause to be made, any further investigation into the application as is deemed necessary in order to make a determination regarding the application within thirty (30) days of initial submission.

(d) The Village Manager or Designee shall provide a written determination to each applicant. If a complete application for a Food Truck permit is not approved, any reason(s) for that determination must be provided to each applicant in writing.

730.04 OPERATING REQUIREMENTS.

(a) Food Trucks shall obtain all applicable approvals and permits, and shall follow all applicable processes as required by the Village and/or the Event Holder.

(b) Food Trucks shall be located on a lot containing a principal building, and must be parked on a hard-surface.

(c) Site Requirements:

1. Food trucks must be located a minimum distance of 25 feet in all directions from any fire hydrant.
2. All parking required by the addition of the Food Truck to the property must be fulfilled on-site, must be hard surfaced, and must be in addition to any required parking spaces for the principal use, unless the principal use's hours of operation do not coincide with those of the food truck.
3. Associated seating must not occupy parking spaces required to fulfill the minimum requirements of the principal use, unless the principal use's hours of operation do not coincide with those of the food truck business.
4. Associated seating must not occupy parking spaces that may be leased to other businesses and used to fulfill their minimum parking requirements.
5. Associated seating must be removed from all permitted locations during impermissible hours of operation and must not be stored, parked, or left overnight on any public street or sidewalk.
6. Associated seating areas must not occupy any handicap accessible parking spaces.
7. The Food Truck vendor is responsible for the proper disposal of waste and trash associated with the operation. Village trash receptacles shall not be used for this purpose. Vendors must remove all waste and trash from their approved location at the end of each day or as needed to maintain the health and safety of the public. The vendor must keep all areas within 5 feet of the truck and associated seating area clean of grease, trash, paper, cups or cans associated with the vending operation.
8. No liquid waste or grease is to be disposed of in tree pits, storm drains or onto the sidewalks, streets, or other public space. Under no circumstances can grease be released or disposed of in the Village's sanitary sewer system.
9. No free-standing signage, except menu boards, or audio amplification is allowed as part of the food trucks vending operation.
10. Hours of operation are limited to the hours between 7:00 a.m. and 10:00 p.m., unless part of a special event. Outside of special events, food trucks are required to be removed from the premises during non-business hours.
11. Operator or their designee must be present at all times except in cases of an emergency.

12. Generators shall not produce or disperse noxious smoke or fumes, and shall not produce unreasonable noise such that it would interfere with the use and enjoyment of adjacent properties by a reasonable person located more than 50' from the generator.

(d) The following activities shall be exempted from the chapter within the Village:

1. Ice Cream Trucks; and
2. Non-Incorporated Children's Stands.

(e) A person operating a vending device may not engage in any of the following conduct:

1. Conduct business in such a way as would restrict or interfere with the ingress or egress of an abutting property owner or tenant, interfere with pedestrian traffic, create or become a public nuisance, increase traffic congestion or delay, constitute a hazard to traffic, life or property, or obstruct adequate access to fire, police, or sanitary vehicles
2. Stop, stand, park, or conduct business within five hundred (500) feet of any pre-kindergarten to twelfth grade from one hour before school starts, during the time school is in session, and not vend until one hour after school is out
3. Stop, stand, park, or conduct business at one location for a duration exceeding eighteen (18) hours per day unless part of a Special Event.

730.05 SPECIAL EVENTS AND PUBLIC EVENTS, PERMITS NOT REQUIRED.

(a) No food truck permit shall be required for any food truck that operates exclusively as a subset of a Village approved Special Event, within the approved areas and time frames.

(b) No food truck permit shall be issued within the right-of-way or on Village property, unless part of a Special Event.

730.06 OPERATION ON PRIVATE PROPERTY.

(a) Individuals or organizations shall be permitted to operate or cause to be operated any Food Truck on private property within the corporate limits of the Village of Johnstown after meeting the permit and fee requirements of this chapter, unless otherwise exempted by this chapter.

(b) Same Food Truck cannot operate on the same private property for more than three (3) consecutive days within the same rolling thirty (30) day period throughout the duration of the permit timeline.

(c) Operation of a Food Truck on private property must be in compliance with all applicable zoning requirements related to commercial activity on private property.

(d) Any operation of street vending on residential property is prohibited.

730.07 EXPIRATION AND RENEWAL OF PERMIT.

(a) Each permit issued under this chapter shall expire on the following schedule;

1. Daily permits expire at the end of the operating day.
2. Any monthly permit issued before the [15]th of a month shall expire at the end of that calendar month. Any monthly permit issued on the [15]th of the month or later shall expire at the end of the following calendar month.
3. Yearly permits expire the [15]th day of March. Any annual permit issued between January [1]st and March [15]th shall expire on March [15]th of the following year.

(b) Each permittee must comply with the application and inspection requirements of this chapter to receive a new permit for the succeeding permit period.

730.08 TRANSFER OF PERMIT PROHIBITED.

No Food Truck Permit issued under this chapter shall be transferred or assigned by the named permittee to any other individual or organization, or to any other Food Truck. Should a change in ownership of Food Truck occur at any time, the succeeding owner must comply with the application, inspection and fee requirements of this chapter.

730.09 PERMIT SUSPENSION, REVOCATION.

(a) Permits issued under this chapter may be suspended or revoked by the Village Manager or Designee for one or more of the following reasons:

1. Fraud, misrepresentation or bribery in securing a permit or during the course of business; or
2. Violation of any provision of this chapter; or
3. Failure to display the Food Truck permit as issued; or
4. Failure to have valid permits or licenses required by the Licking County Health Department or any other Village, state or federal agency; or
5. Conviction of any criminal or traffic offense while using a Food Truck or conviction of any criminal offense involving theft or fraud; or
6. For any of the reasons which could have been grounds for refusing to issue the original license; or
7. Knowingly allowing another person to use a Food Truck in violation of any provision of this chapter.
8. Any other form of misconduct, which shall mean conduct apart from the generally accepted practices of food truck owners and employees, which demonstrates personal, corporate, managerial, ethical or professional characteristics or disposition rendering a person unsuitable to own or work in a food truck.

730.10 APPEALS

(a) If the Manager or Designee denies a permit after receiving a full and complete application, or the suspension or revocation by the Village of any permit, the applicant or permittee may appeal the order to Council

(b) All requests for appeals must be accompanied by the fee as established by the Village Council.

(c) Notice of the appeal shall be in writing, shall state the grounds for appeal, and shall be filed with the Clerk of Council within twenty days after the making of order denying a permit, or suspending or revoking the permit. Village Council shall fix a time, not later than thirty days thereafter, for the hearing of the appeal, at which hearing all parties interested shall be afforded an opportunity to be heard. Council shall approve, modify or annul the order from which the appeal was perfected within thirty days after the hearing. The findings of Council shall be conclusive and final on all parties thereto.

(d) The Mayor shall have authority to decide any request for continuance of the hearing, or continue the matter on his/her own motion.

(e) At a minimum, the appellant must provide the following information:

1. Name, address, and telephone number of the appellant;
2. The nature and the date of the action of the denial, revocation, suspension;
3. How the appellant is personally affected by the action and how any harm was unique to the appellant and differs from that suffered by the community at large; and
4. Why the appellant believes the Village Manager or Designee's interpretation is incorrect

(f) No action of the Village Manager or Designee shall be overturned in whole or in part unless the Village Council has determined that all of the following conditions have been met:

1. The appeal was made in a timely fashion;
2. The appellant had standing to make the appeal;
3. The Village Manager or Designee improperly interpreted the ordinance

(g) The Village Council shall render their decision no later than thirty days from the date of the hearing on the appeal.

(h) No appeal shall be upheld unless approved by at least a majority of the entire membership of the Village Council

730.11 SEVERABILITY CLAUSE.

If any particular portion of this chapter is declared to be invalid by a court of competent jurisdiction, such declaration of invalidity shall be limited to the particular portion declared invalid. This declaration of invalidity shall not affect or impair the remainder of this chapter, and to this end, the provisions are severable.

730.99 PENALTY.

(a) A violation of any section of this chapter shall be deemed a criminal violation as follows:

1. Whoever violates Section 730.02 shall be guilty of a misdemeanor of the first degree. Any such violation shall constitute a separate offense on each successive day continued. Strict liability is intended to be imposed for a violation of this section.
2. A violation of any section of chapter 730 may be grounds for the suspension, revocation or permanent revocation of the Food Truck permit or in the case of a new application may be grounds to refuse to issue such permit for a determinate period of time up to ninety (90) days or permanently, in addition to any other penalties established for such violation in applicable section of the Village of Johnstown Codified Ordinances.

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