



Regular Council Meeting
Tuesday, September 19, 2023 - 6:30 PM
AGENDA

1. Call to Order
2. Roll Call
3. Invocation - Pastor Andy Fitzpatrick, Johnstown Independent Baptist Church
4. Pledge of Allegiance
5. Action on Minutes
 - a. August 1, 2023
 - b. August 15, 2023
6. Citizen comments on matters not on the agenda
7. Council Committee reports
 - a. **Planning & Zoning:** Met 9/12/23; Next 9/26/23 @ 6:30 pm Council Chambers
 - b. **Design Review Board:** Next 9/26/23 @ 5:00 pm Council Chambers
 - c. **Finance:** Next 10/17/23 @ 5:00 pm Admin conference room
 - d. **Safety & Service:** Next 10/3/23 @ 5:00 pm Admin conference room
 - e. **Events Committee:** Next 9/20/23 @ 5:30 pm
 - f. **Park & Rec:** Next 10/2/23 @ 1:00 pm Admin conference room
 - g. **Rules Committee:** TBD
8. Director Reports
 - a. Police Chief
 - b. Finance Director
9. Tabled Legislation - None
10. Public Hearings of Legislation
 - a. **RESOLUTION 2023-27** A RESOLUTION ACCEPTING THE AMOUNTS AND RATES AS DETERMINED BY THE BUDGET COMMISSION AND AUTHORIZING THE NECESSARY TAX LEVIES AND CERTIFYING THEM TO THE COUNTY AUDITOR
 - b. **RESOLUTION 2023-28** A RESOLUTION AMENDING THE APPOINTMENT FOR CITY ENGINEER FOR THE YEAR 2023
 - c. **RESOLUTION 2023-29** A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INTERGOVERNMENTAL COOPERATION AGREEMENT AND MEMORANDUM OF UNDERSTANDING WITH THE VILLAGE OF ALEXANDRIA AND THE VILLAGE OF GRANVILLE, FOR THE PLANNING, DEVELOPMENT AND PROVISION OF WATER AND WASTEWATER SERVICES; AND ADDITIONALLY AUTHORIZES THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR A RIGHT OF FIRST REFUSAL

11. Introduction of Legislation

- a. **ORDINANCE 17-2023** AN ORDINANCE AMENDING CHAPTER 351.13 OF THE CITY OF JOHNSTOWN CODIFIED ORDINANCES
- b. **ORDINANCE 18-2023** AN ORDINANCE AMENDING CHAPTERS 1155, 1167 AND 1169 OF THE CITY OF JOHNSTOWN CODIFIED ORDINANCES

12. Other Business

13. Executive Session to Discuss Confidential Business Information of an Applicant for Economic Development Assistance

14. Adjourn

Next Council Meeting October 3, 2023



Regular Council
Tuesday, August 1, 2023 - 6:30 PM
MINUTES

1. Call to Order

Mayor Donald Barnard called to Order the City of Johnstown Regular Council Meeting for August 1, 2023 at 6:40 PM.

2. Roll Call

Present - Mayor Donald Barnard, Jon Merriman, Sharon Hendren, Ryan Green, Bob Orsini, Charlie Campbell
Absent - Nicole Shook

Staff present - Sean Staneart - Acting City Manager, Dave Delande - Finance Director, Jack Liggett - Service Director, Daniel Swick - Street Superintendent, Teresa Monroe - Clerk of Council

Public present - Pastor Kevin Heckathorn, Andrea Ford

3. Invocation - Pastor Kevin Heckathorn, Johnstown Presbyterian Church

4. Pledge of Allegiance

5. Action on Minutes

a. June 20, 2023

ACTION: Ryan Green moved to approve; Charlie Campbell seconded and the vote was as follows:

AYES: Charlie Campbell, Bob Orsini, Jon Merriman, Mayor Barnard, Ryan Green, Sharon Hendren

NOES: None

ABSTAIN: None

Passed 6 - 0

6. Citizen comments on matters not on the agenda

1. Andrea Ford

- Asked what the status was on the annexation petition and if it goes through, how will that affect the water and sewer on Green Chapel Road.

Sean Staneart said the annexation has not gone through at this point and they have not gotten enough detailed information on where services need to be run, water and sewer conversations will happen with the applicant who has applied for annexation. There are still a lot of unknowns, once a development plan comes through, that information can be

provided. Some further conversation on who may be permitted to tap in to water or sewer lines as well as police jurisdictions.

7. Council Committee reports

- a. **Planning & Zoning:** Met 7/25/23; Next 8/9/23 (Wed.) @ 6:30 pm Council Chambers
Discussion in the meeting on agenda items 10 and 11 tonight. Discussion on signage is ongoing as well as parking.
- b. **Design Review Board:** Met 7/25/23; Next 8/9/23 @ 5:00 pm Council Chambers
Two applications came before the board and were tabled. One for a monument sign at the old Johnstown Family Restaurant, the old pole sign came down yesterday. There could also be some potential for wall signs instead of the monument. The second application was for exterior paint color at an art studio in Post Office Alley.

Sean Staneart said that he has asked MKSK to look into an architect that we can use from a consulting standpoint to assist with applications, potentially before they come before the Design Review Board.

- c. **Safety & Service:** 8/1/23; Next 9/5/23 @ 5:00 pm Admin conference room
Meeting spent discussing how to be good stewards of our water and sewer resources, how to incorporate consistency on how we provide and bill.
- d. **Finance:** Next 8/15/23 @ 5:00 pm Admin conference room

8. Director Reports

- a. Service Departments: Water, Sewer, Street, Service Director
Daniel Swick reviewed his street department report with council. Jack Liggett reviewed the reports provided by water and sewer directors. Mr. Liggett reviewed his report providing updates on city projects.

9. Tabled Legislation - None

10. Public Hearings of Legislation

- a. **ORDINANCE 13-2023** AN ORDINANCE ESTABLISHING CHAPTER 1132 OF THE CITY OF JOHNSTOWN CODIFIED ORDINANCES
Ryan Green said that the Planning & Zoning Commission recommended approval of this to council with the condition that zoning be added as a step in the process. Review of the planning commission edits and further discussion and edits by council.

Public Hearing: There were no comments either for or against the legislation.

Sean Staneart recorded and read the edits made by council members.

ACTION: Ryan Green moved to approve conditional on the amended language;
Sharon Hendren seconded and the vote was as follows:

AYES: Ryan Green, Sharon Hendren, Charlie Campbell, Bob Orsini, Jon

Merriman, Mayor Barnard
NOES: None
ABSTAIN: None

Passed 6 - 0

11. Introduction of Legislation

a. **ORDINANCE 14-2023** AN ORDINANCE AMENDING TITLE ELEVEN OF THE CITY OF JOHNSTOWN CODIFIED ORDINANCES, PROPERTY MAINTENANCE CODE

Ryan Green said this brings in the International Property Code (IPC) that was reviewed by Planning & Zoning. He said they decided to make the recommendation to council that they agreed with it in principal, but there was a lot for council to take a look at; implementation, enforcement and the practice of actually going through with this. Mr. Green said there were a lot of questions that needed to be answered by council and there will need to be a truing up with our current enforcement code. Jon Merriman said that multiple jurisdictions in other municipalities use either this version or a prior version of the IPC, the State of Ohio building code is based on these. Mr. Merriman said this code has a lot of teeth to it, they don't have to enforce all of the teeth all of the time when it first comes in, they could take their time doing it. He thinks that it eventually aligns with the goal they have for the city, what we want the city to look like and how to keep people accountable. He thinks it does a better job than what we currently have on the books for property maintenance. Discussion on adopting the document in full and reviewing for anything that conflicts or needs to be repealed. Members commented on the advantages of adoption, such as improving the type and quality of work that gets done around town.

Public Hearing August 15, 2023

12. Other Business

1. Mayor Barnard said they were going to discuss the city manager search but would like to have all council members present.
2. Sean Staneart said he was working on scheduling a work session for council members ahead of the August 15th meeting, potential need to move the Finance or Safety Service meetings.
3. The traffic light at Wendy's is fully functional.
4. Regarding Environmental Changes Minor. Sean Staneart asked for direction from council on approving COA applications received for solar panels. After discussion on different situations, council was in favor of allowing them on roofs, decision to allow the city manager to continue approval and ask MKSK for guidance and process of other communities. Design Review Board is reviewing fee structure and whether to charge for changes minor.
5. Mr. Staneart said city council will see legislation to adopt Temporary Use Permits and will need to set a fee schedule.

13. Executive Session to Review a Collective Bargaining Strategy

ACTION: Mayor Barnard moved to enter executive session to review a collective bargaining strategy with all members of council present, the city manager, finance director, the option to call the chief of police and city attorney Dave Riepenhoff (by phone). there will be no decisions after;

Bob Orsini seconded and the vote was as follows:
AYES: Jon Merriman, Mayor Barnard, Ryan Green, Sharon Hendren, Charlie Campbell, Bob Orsini,
NOES: None
ABSTAIN: None

Passed 6 - 0

Council entered Executive Session at 8:05 pm and returned to Regular Session at 8:35 pm

14. Adjourn

With no further business, Mayor Barnard moved to adjourn the meeting; Mr. Orsini seconded and all were in favor. The meeting adjourned at 8:35 pm

Next Council Meeting August 15, 2023



Regular Council
Tuesday, August 15, 2023 - 6:30 PM
MINUTES

1. Call to Order

Mayor Donald Barnard called to Order the City of Johnstown Regular Council Meeting for August 15, 2023 at 6:34 PM.

2. Roll Call

Present - Mayor Donald Barnard, Jon Merriman, Sharon Hendren, Ryan Green, Nicole Shook, Bob Orsini, Charlie Campbell
Absent - None

Staff present - Sean Staneart - Acting City Manager, Dave Delande - Finance Director, Jack Liggett - Service Director, Rusty Smart - Chief of Police, Trevor Traphagen - City Planner/MKSK, Chris Hermann - City Planner/MKSK, Yonko Swartz – Planner/MKSK, Arora Alberton - Planning Intern MKSK, Teresa Monroe - Clerk of Council

Public present - Pastor Matthew VanWinkle, Wes Kobel, Cyndi Duke, Bill Bogantz, Jamie Hartsough, Andrea Ford, Kristen Hurst, Dave Selan, Jeff Barr

3. Invocation - Pastor Matt Van Winkle; Johnstown United Methodist Church

4. Pledge of Allegiance

5. Action on Minutes

a. July 5, 2023

ACTION: Bob Orsini moved to approve; Nicole Shook seconded and the vote was as follows:

AYES: Charlie Campbell, Nicole Shook, Bob Orsini, Jon Merriman, Mayor Barnard, Ryan Green, Sharon Hendren

NOES: None

ABSTAIN: None

Passed 7 - 0

6. Citizen comments on matters not on the agenda

No comments

7. Council Committee reports

a. **Planning & Zoning:** Met 8/9/23; Next 8/22/23 @ 6:30 pm Council Chambers

Presentation on Economic Development and zoning. Discussion on signage and parking ordinances.

- b. **Design Review Board:** Met 8/9/23; Next 8/22/23 @ 5:30 pm Council Chambers
Discussion on Environmental Changes requiring a Certificate of Appropriateness and the fee associated with minor changes. The Design Review Board did not feel like they should be the ones setting the fees, staff will provide recommendation to council likely next meeting.
- c. **Finance:** 8/15/23 cancelled; Next TBD
Will work to reschedule.
- d. **Park & Rec:** 8/7/23 cancelled; Next TBD
Next meeting was set for September 5, 2023 at 1:00 pm
- e. **Events Committee:** Next 8/17/23 @ 5:30 pm Council chambers

8. Director Reports

- a. Chief of Police
Chief Smart reviewed his director's report included with the packet. Mr. Orsini said the depth of training in recent years has been noticed and is appreciated. Mayor Barnard said that over the last year Chief Smart has not lost a single officer to another agency, he commended him for keeping his team together. Ms. Hendren said that Officer Hargrave was very good with a recent situation and explained, Chief Smart said he would pass along the appreciation.

9. Tabled Legislation - None

10. Public Hearings of Legislation

- a. **ORDINANCE 14-2023** AN ORDINANCE AMENDING TITLE ELEVEN OF THE CITY OF JOHNSTOWN CODIFIED ORDINANCES, PROPERTY MAINTENANCE CODE.
First reading August 1, 2023.
Introduced last meeting. Sean Staneart said if council wants to pass this, his recommendation is to pass it in its entirety, not piecemeal. If council would like staff to review the city code for inconsistencies prior to passage, he asked that they table it to give them time to make the adjustments. Trevor Traphagen with MKSK said that in his experience it is common in other places that the entirety of the IPMC is adopted and then you can choose which sections to enforce based on the code.

No debate or questions from council.

Public Hearing: There were no comments either for or against the legislation.

ACTION: Jon Merriman moved to approve as written; Mayor Barnard seconded and the vote was as follows:
AYES: Nicole Shook, Bob Orsini, Jon Merriman, Mayor Barnard, Ryan Green, Sharon Hendren, Charlie Campbell
NOES: None
ABSTAIN: None

Passed 7 - 0

b. **RESOLUTION 2023-21** A RESOLUTION TO ADOPT THE CITY OF JOHNSTOWN GROWTH FRAMEWORK AS PRESENTED

Sean Staneart said that Johnstown has a Comprehensive Plan that was adopted in 2020. Recent developments have caused a need for modification to a portion of it. Staff is working on an entire Comp Plan rework but it is not complete yet. Mr. Staneart said this is an amendment/compliment to the current 2020 plan. They are seeing this tonight because of development pressures and the things that are happening around us. He said if we don't start to embrace some of these things or at least strategize, someone else will be writing our script. Council will see an entire Comprehensive Plan in the fall of this year for adoption. This Growth Framework plan specifically speaks to the land use areas outside the current city limits and provides the city opinion on what should happen; this will be a guiding policy document. Chris Hermann added that the boundary of the Growth Framework is the school district boundary. Mayor Barnard asked Mr. Hermann to explain what a guiding policy document really is. Mr. Hermann said the zoning of a community is law, zoning controls existing land use, every property within Johnstown has existing zoning. Every property outside of Johnstown is zoned by Monroe Township. What the city is doing with the Comprehensive Plan, is giving its vision for the community for the next twenty years; where we want to go, how we want to grow, how we want to preserve amenities and services.

No questions or debate by council.

Public Hearing: There were no comments either for or against the legislation.

ACTION: Bob Orsini moved to approve as written; Jon Merriman seconded and the vote was as follows:

AYES: Bob Orsini, Jon Merriman, Mayor Barnard, Ryan Green, Sharon Hendren, Charlie Campbell, Nicole Shook

NOES: None

ABSTAIN: None

Passed 7 - 0

c. **RESOLUTION 2023-22** A RESOLUTION TO AMEND THE 2020 COMPREHENSIVE PLAN AS PRESENTED

There are three total maps that need to be amended in the current 2020 Comprehensive Plan.

No debate by council.

Public Hearing:

1. Andrea Ford

- Asked if this was done in conjunction with Monroe Township.

Mayor Barnard said that Monroe Township is working on their own Comprehensive Plan, this will be our plan for any land that may annex into Johnstown. Mr. Orsini said that both plans can overlap, they are not competing. Sean Staneart said that there has been some indication that they are looking at what we are doing with our plan, development can't occur without water and sewer, there are limitations to their plan because there are limitations on water and sewer in the area. Mr. Staneart added that the new city Comprehensive Plan is not complete yet.

No further comments.

ACTION: Jon Merriman moved to approve as written; Nicole Shook seconded and the vote was as follows:
AYES: Jon Merriman, Mayor Barnard, Ryan Green, Sharon Hendren, Charlie Campbell, Nicole Shook, Bob Orsini
NOES: None
ABSTAIN: None

Passed 7 - 0

11. Introduction of Legislation - None

12. Other Business

Mayor Barnard said they would take a break prior to the work session.

Bob Orsini moved for a fifteen minute recess, Jon Merriman seconded and all were in favor.

13. MKSK work session

Sean Staneart said that MKSK is the planning firm that the city has engaged to work on the city's Comprehensive Plan. Prior to tonight's meeting, Council members were shuttled along with New Albany council members and staff for a tour of the New Albany International Business Park. Chris Hermann with MKSK led the work session; agenda was as follows:

- International Business Park Tour Discussion
- Comprehensive Plan Discussion
- Next Steps

Council discussed their reaction and takeaways from the tour. Member comments and feedback as follows:

1. Bob Orsini - That it was very well organized, professional and informative. What New Albany has built is great, their facilities are great. At no point was there any attempt or discussion on influencing what we do, it was more of an informative discussion about what they did. They had a plan, they had flexibility within their plan, they made mistakes, they

- corrected mistakes and they were willing to share that with us. The better our plan, the better the outcome, we need to generate our own vision, make it clear and stick to it.
3. Don Barnard - Felt like they were an older sibling teaching the younger where they went wrong in life, felt earnestly that they were looking to offer advice, help and support us. It is great to have someone so close to us willing to help that has gone down a road that we are on the front end of. They were humble enough to discuss where they made mistakes and how they moved on. They discussed how they made partnerships throughout their journey to get where they are. Johnstown really needs to foster those partnerships with the townships and any organization they can to help us and them.
 4. Nicole Shook - Enjoyed discussion on the fact that they have turned away business, they don't take just anybody, they are very particular about who comes in and sets up shop. Found it interesting to hear what they have turned away. Chris Hermann said he has learned in his life, working for different cities, the power of saying no. You should not be afraid to say no at the right times, if you have a plan and a vision of where you are going and plans don't match it, saying no is fine.
 5. Charlie Campbell - Liked that they talked about strict zoning but also had a type of variable zoning, they gave people an opportunity to put something up that wasn't there before.
 6. Don Barnard - Liked that they protected their village center, we need to protect our heritage, our city center downtown is vital to that.
 7. Jon Merriman - One of his biggest takeaways is that partnerships with businesses and partnerships with development is what will make or break what happens with your town. You have to put your components in and say what the "sauce" is that you want. You have to create an atmosphere that wants to drive a company and or people that you are looking to attract to want to come here, and that will be through partnerships with businesses and the townships.

Chris Hermann discussed how New Albany grew, developed and used agreements such as NCA (New Community Authority) which adds an additional millage to property that is annexed into the city. The NCA is for new, undeveloped land that is being brought in to the city and gets developed, that additional value of the new development gets an additional property tax millage for the infrastructure that is created and added for them, and the city, to use. TIF (Tax Increment Financing District), if you have under or unimproved land, you can put a TIF on it that pays for public infrastructure; the city takes out bonds to pay for the street that will serve the new development. The new development is a field today, they build a new office on it, the difference in value from when it was a field to an office is an increase (an increment) in the value of the ground. That increment of tax goes to pay off the city's bonds for building the road until paid off. Then the full increment goes to all the parties it would go to. This is a way to make the new businesses/developers moving to the area pay for their arrival and not make the city pay for all the infrastructure. There are other abatements and agreements that are made to protect the school districts. PILOT (Payment in lieu of tax), if there is an abatement given that would take away money from the school district, the PILOT is designed for the company to pay that amount missing back to the school district, or whatever entity is getting shorted. So there are tools to utilize in order to take the burden of development off of the people of the city and put it back on the business owners, and at the same time allow the flexibility to make it a viable development.

Chris Hermann said the future of the "white collar office" is a much more dynamic, mixed-use environment, the days of the "office park" are pretty much passing by. The people who

are looking and choosing where to locate their offices are looking for dynamic places where their employees want to be, and that is in these mixed-use environments where you have restaurants and entertainment integrated into the site, it is walkable, there is office space and could have residential mixed in. There are opportunities to do many different things as well as work, there are sidewalks, jogging paths, places to work out... lots of amenities. If Johnstown wants to attract that kind of employment base, we need to be thinking about these more dynamic, walkable, mixed-use environments. Downtown Johnstown is that, the only issue is that many offices want bigger space. Some examples of those mixed-use environments are Easton, Dublin Bridge Park and Grandview Yard.

Mayor Barnard opened the floor to the public for comments, questions and casual discussion. Conversation on how to manage growth and maintain the charm, discussion on the proposed city income tax. Mr. Orsini said it is important to understand that Johnstown will change, and you cannot want Johnstown to remain what it currently and be against the tax increase, and here is why: If there is no tax increase, Johnstown won't remain the same, it will stay on a similar trajectory that it's on, with hard decisions about what happens and what doesn't, services will continue to decrease because as population grows we will have the same number of employees. Roads will continue to deteriorate and we will be in a very weakened position when it comes to managing, developing, negotiating and having any seat at the table when it comes to growth. Because we will have no revenue to offer, we will have nothing to bring to the table... outside of deteriorating infrastructure and services. He added that council is not here to decide what the town wants, they are here to take what the town decides to do and use it to the best of their abilities.

Sean Staneart said that we used the school district boundary for the Comprehensive Plan because we are very sensitive to the school district, we want to be able to protect the school district. He said we do not exist in a bubble, if we do not engage the development in that area, rest assured, someone else will, people are already making plans to get closer to Intel. Discussion on water and sewer entities, on JEDDs (Joint Economic Development District) which are multiple jurisdictions working together. Continued discussions with MKSK on community character and transect development looking at the downtown and immediate neighborhoods.

Next Steps: Looking to Community Workshop #2 - Community Actions and Vision, mid-September. More focused on what people want to see protected in Johnstown and things they want to see improved.

14. Adjourn

ACTION:	Bob Orsini moved to adjourn; Nicole Shook seconded and all were in favor.
AYES:	Sharon Hendren, Nicole Shook, Jon Merriman, Ryan Green, Mayor Barnard, Bob Orsini, Charlie Campbell
NOES:	None
ABSTAIN:	None

Passed 7 - 0

The meeting adjourned at 9:06 pm

Vision Statement: The City of Johnstown is dedicated to providing a secure community environment that fosters cultural, recreational, educational and economic opportunities while preserving our unique historical character

Next Council Meeting September 5, 2023



Director's Report August 2023

Training

State-mandated continued professional training (CPT):

- Ohio School Threat Assessment, Arrest, Search, and Seizure, Legal Updates.

Department training Building Search and Active Shooter training.

Officer Fox completed 24 hours of Advanced Dynamic Vehicle Operations:

Social Media

Facebook

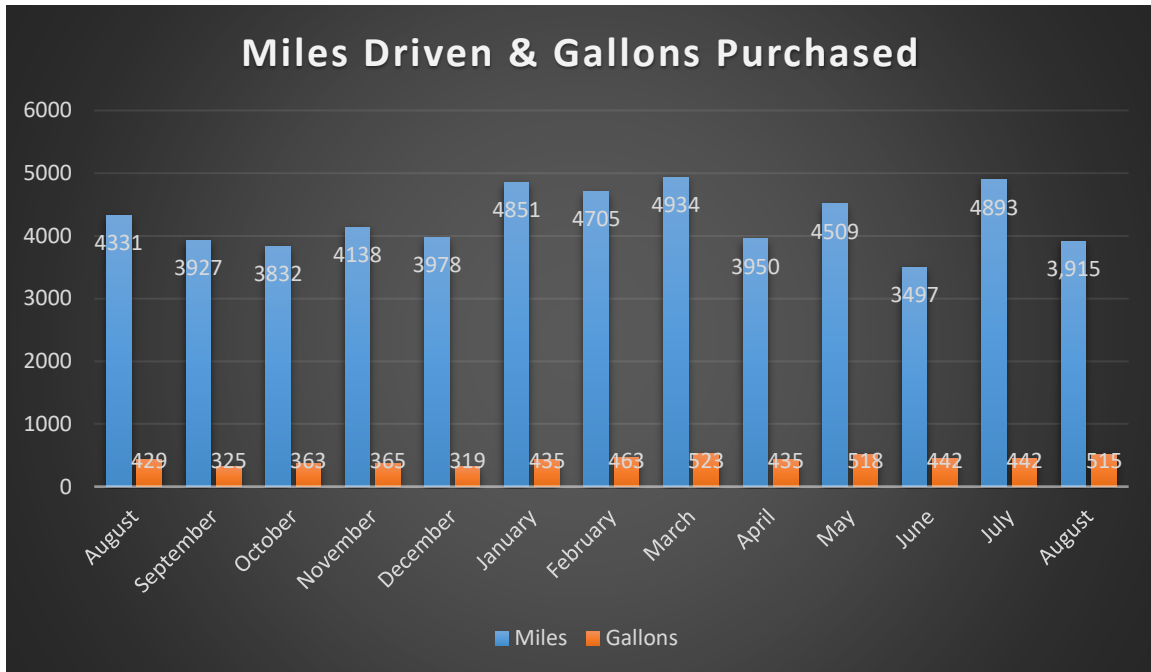
People reached: 292,902

Post engagements: 16,625

New Followers: 92

Total Followers: 6,560

Fuel & Miles



Fleet

All marked patrol cars drove a total of 3,915 miles within the City of Johnstown.

1. Idling time: 366 hours
2. Total engine on time: 593 hours
3. Engine off: 890 hours
4. Each officer drove 29 miles per shift. The daily average driving time for a vehicle was 1 hour 40 minutes.

Statistics

	2022						2023													
	JUL	AUG/SEPT	OCT	NOV	DEC	TOTAL	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL	
Vehicle Accident	9	21	11	12	9	62	12	10	8	7	8	10	6	9					70	
Theft	4	21	5	7	6	43	3	8	7	5	7	2	3	5					40	
Domestic Violence	7	16	14	6	5	48	5	5	2	3	5	3	4	4					31	
Assault	1	2	2	1	0	6	0	0	5	0	1	1	2	0					9	
OVI	0	3	0	0	2	5	1	0	1	2	0	0	1	0					5	
Burglary Alarm	16	50	11	25	17	119	11	7	10	8	18	8	10	10					82	
Vandalism	2	18	5	3	0	28	1	3	2	2	2	0	1	0					11	
Juvenile Complaint	1	9	3	2	0	15	0	1	4	4	2	3	3	6					23	
Trespassing	1	6	0	3	0	10	3	1	4	0	3	2	2	3					18	
Other Agency Assist	10	22	2	10	5	49	3	6	4	3	3	4	4	3					30	
Warrant	1	2	1	2	2	8	6	2	1	1	1	1	1	0					13	
Overdose	0	4	0	2	1	7	0	2	0	2	1	1	1	0					7	
Suicide Threat	2	10	1	0	0	13	1	2	1	2	1	0	2	1					10	
911 Hang Up/Misdial	31	70	29	30	38	198	41	26	21	36	53	45	37	38					297	
Arrest	3	15	2	1	5	26	8	3	2	3	1	1	2	0					20	
Traffic Stop	93	94	47	34	31	299	66	65	106	76	89	76	85	94					657	
Citations	26	52	27	16	14	135	43	44	61	46	46	40	30	62					372	

2023 Accident Statistics (70)

	DATE	LOCATION	NON INJURY	INJURY	UNOCCUPIED	HIT SKIP	CAD #
1	1/5/2023	W COSHOCTON ST @ 211 W COSHOCTON ST	X				2300007
2	1/5/2023	S MAIN ST/W PRATT ST		X			2300010
3	1/7/2023	N MAIN ST @ 8 N MAIN ST	X			X	2300014
4	1/7/2023	N MAIN ST /W COSHOCTON ST	X				2300020
5	1/11/2023	S MAIN ST/CONCORD RD		X			2300026
6	1/12/2023	S MAIN ST/CHAMBERS WAY	X				2300028
7	1/17/2023	W COSHOCTON ST/CLARK DR	X				2300034
8	1/21/2023	E COSHOCTON ST/SPORTSMAN CLUB RD	X				2300039
9	1/22/2023	NORTHVIEW DR @ 64 NORTHVIEW DR	X				2300040
10	1/24/2023	W COSHOCTON ST @ 233 W COSHOCTON ST	X				2300041
11	1/26/2023	SUNSET DR @ 186 SUNSET DR	X				2300043
12	1/28/2023	W COSHOCTON ST/N MAIN ST	X				2300048
12			10	2	0	1	

1	2/2/2023	N MAIN ST/E COSHOCTON ST	X				2023-312
2	2/2/2023	S MAIN ST/E COLLEGE AV	X				2023-315
3	2/3/2023	N MAIN ST/W COSHOCTON ST	X				2023-328
4	2/5/2023	W COSHOCTON ST/CLARK DR	X			X	2023-336
5	2/8/2023	POST OFFICE ALLEY @ 53 S KASSON ST	X				2023-357
6	2/12/2023	800 W COSHOCTON ST	X			X	2023-391
7	2/15/2023	E COSHOCTON ST @ 95 E COSHOCTON ST	X				2023-412
8	2/22/2023	W COSHOCTON ST/WOODGATE CT		X			2023-483
9	2/22/2023	W COSHOCTON ST/MEADOW LN	X				2023-484
10	2/27/2023	E COSHOCTON ST/N MAIN ST	X				2023-539
10			9	1	0	2	

	DATE	LOCATION	NON INJURY	INJURY	UNOCCUPIED	HIT SKIP	CAD #
1	3/2/2023	S MAIN ST @ 65 S MAIN ST	X			X	2023-565
2	3/9/2023	211 W COSHOCTON ST		X			2023-632
3	3/13/2023	W COSHOCTON ST @ 708 W COSHOCTON ST	X				2023-673
4	3/13/2023	W COSHOCTON ST @ BENEDICT DR	X				2023-528
5	3/15/2023	N OREGON ST @ E MAPLE ST	X				2023-693
6	3/20/2023	S MAIN ST @ E COSHOCTON ST	X				2023-770
7	3/21/2023	N MAIN ST @ W COSHOCTON ST	X				2023-777
8	3/23/2023	725 W COSHOCTON ST			X	X	2023-788
8			6	1	1	2	

1	4/2/2023	W COSHOCTON ST @ CLARK DR		X			2023-899
2	4/6/2023	BIGELOW DR @ 125	X		X		2023-935
3	4/8/2023	W COSHOCTON ST @ S MAIN ST	X				2023-963
4	4/14/2023	8 N MAIN ST	X				2023-1018
5	4/16/2023	E COSHOCTON ST @ 129	X				2023-774
6	4/20/2023	W COSHOCTON ST @ S MAIN ST	X				2023-1078
7	4/21/2023	S KASSON ST @ E COLLEGE AVE	X				2023-1087
7			6	1	1	0	

1	5/8/2023	W COSHOCTON ST @ N OREGON ST	X				2023-1241
2	5/9/2023	S MAIN ST @ E COSHOCTON ST	X				2023-1253
3	5/11/2023	S KASSON ST @ 132	X				2023-1284
4	5/17/2023	FOX DR @ RED FOX CT	X				2023-1349
5	5/19/2023	S MAIN ST @ 16	X				2023-1373
6	5/20/2023	E COLLEGE AVE @ S KASSON ST	X				2023-1392
7	5/25/2023	W COSHOCTON ST @ S WILLIAMS ST	X				2023-1480
8	5/30/2023	W COSHOCTON ST @ N OREGON ST	X				2023-1541
8			8	0	0	0	

	DATE	LOCATION	NON INJURY	INJURY	UNOCUPPIED	HIT SKIP	CAD #
1	6/3/2023	W JERSEY @ 146	X				2023-1576
2	6/5/2023	W COSHOCTON ST @ N MAIN ST	X				2023-1593
3	6/11/2023	N MAIN ST @ W COSHOCTON ST	X				2023-1652
4	6/12/2023	800 W COSHOCTON ST	X			X	2023-1671
5	6/14/2023	W COSHOCTON ST @ 907	X				2023-1696
6	6/14/2023	E COSHOCTON ST @ POST OFC ALLEY	X				2023-1689
7	6/17/2023	W COSHOCTON ST @ N MAIN ST	X				2023-1725
8	6/23/2023	495 E COSHOCTON ST	X				2023-1795
9	6/26/2023	E COSHOCTON ST @ N MAIN ST	X				2023-1840
10	6/29/2023	W COLLEGE AV @ S OREGON ST	X				2023-1859
10			10	0	0	1	

1	7/7/2023	E COSHOCTON ST @ N MAIN ST	X				2023-1956
2	7/11/2023	N MAIN ST @ W COSHOCTON ST	X			X	2023-1999
3	7/13/2023	N MAIN ST @ W COSHOCTON ST	X				2023-2014
4	7/19/2023	E COSOCTON ST @ 8 N MAIN ST	X				2023-2081
5	7/21/2023	W COSHOCTON ST @ 370	X				2023-2100
6	7/23/2023	W COSHOCTON ST @ 800	X				2023-2119
6			6	0	0	1	

1	8/4/2023	W COSHOCTON ST @ 708	X				2023-2222
2	8/4/2023	W COSHOCTON ST @ 907		X			2023-2224
3	8/6/2023	PARKSIDE DR @ NORTHVIEW DR	X				2023-2249
4	8/9/2023	N MAIN ST @ E MAPLE ST		X			2023-2296
5	8/10/2023	W COSHOCTON ST @ CLARK DR	X				2023-2313
6	8/15/2023	N MAIN ST @ W COSHOCTON ST	X				2023-2372
7	8/17/2023	E COSHOCTON ST @ POST OFC ALLEY	X				2023-2376
8	8/19/2023	W COSHOCTON ST @ MEADOW LN		x		x	2023-2408
9	8/21/2023	W COSHOCTON ST @ 907	X				2023-2451
9			6	3	0	1	



City of Johnstown
Current Revenues, Expenditures and Ending Fund Balance for Operating Funds
Budget Basis
As of August 31, 2023

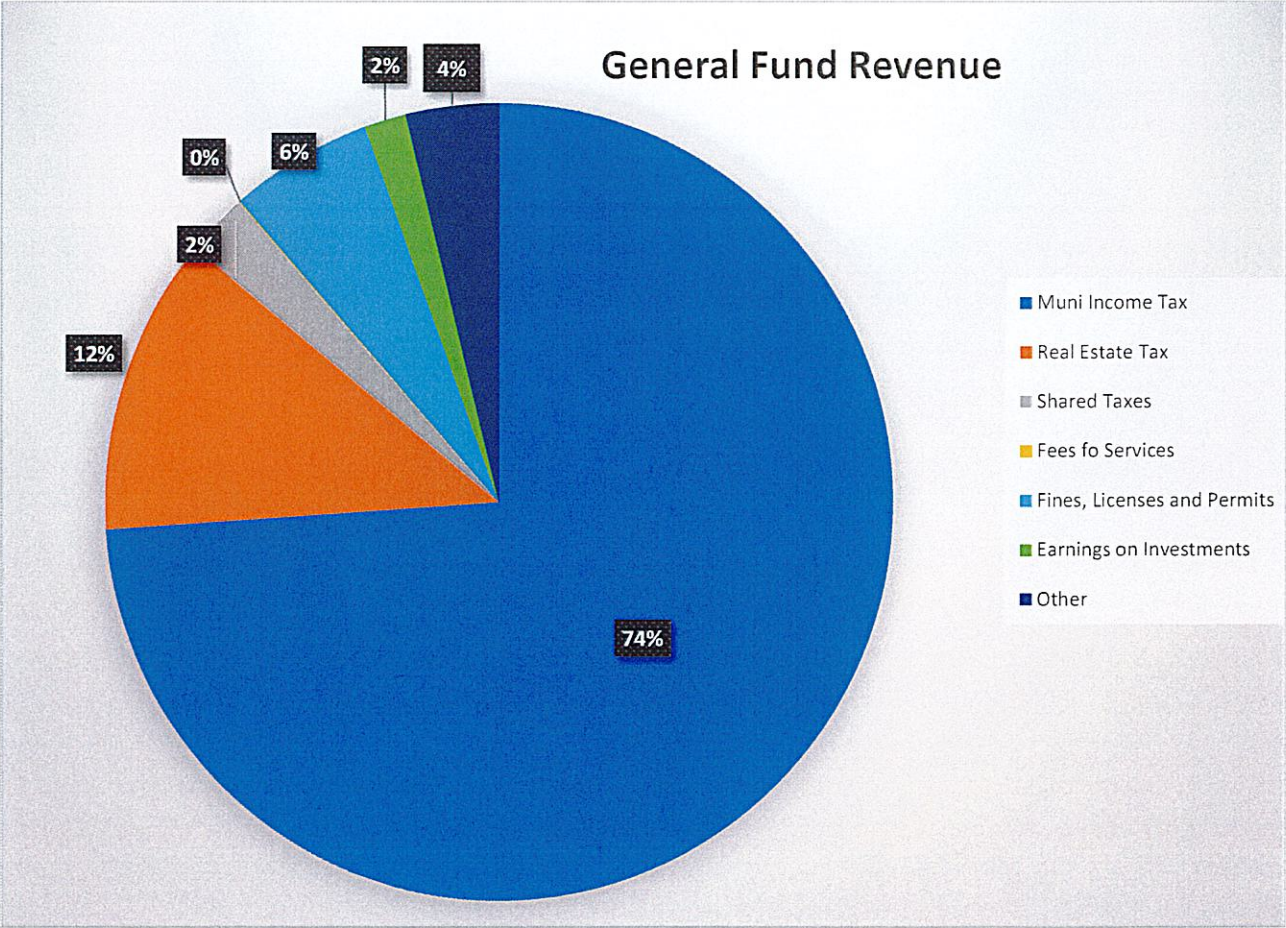
Fund	Beginning Cash Balance 1/1/2023	Revenues	Combined Expenditures	Ending Fund Balance	Current Revenues over Expenditures
General Fund	\$ 680,051	\$ 2,858,037	\$ 1,526,699	\$ 2,011,389	\$ -
Fund Transfer to Other Funds	\$ -	\$ -	\$ 471,681	\$ (471,681)	\$ -
Total General Fund	\$ 680,051	\$ 2,858,037	\$ 1,998,381	\$ 1,539,707	\$ 859,656
 Reserve Fund	 \$ 351,132			 \$ 351,132	 \$ -
 Street Construction, Maint. And Repair	 \$ 115,465	 \$ 500,774	 \$ 345,589	 \$ 270,649	 \$ 155,185
 Water Operating Fund	 \$ 549,308	 \$ 644,082	 \$ 741,364	 \$ 452,026	 \$ (97,282)
Water Improvement Fund	\$ 3,420,875	\$ 1,203,845	\$ 1,401,048	\$ 3,223,673	\$ (197,203)
Water Debt Service Fund	\$ 781,356	\$ 487,146	\$ 135,962	\$ 1,132,541	\$ 351,185
 Total Water Funds	 \$ 4,751,539	 \$ 2,335,073	 \$ 2,278,373	 \$ 4,808,240	 \$ 56,700
 Sewer Operating Fund	 \$ 1,666,391	 \$ 493,290	 \$ 743,968	 \$ 1,415,713	 \$ (250,679)
Sewer Improvement Fund	\$ 4,169,381	\$ 671,384	\$ 84,815	\$ 4,755,949	\$ 586,568
Sewer Debt Service Fund	\$ 149,050	\$ 277,743	\$ 202,805	\$ 223,988	\$ 74,938
 Total Sewer Funds	 \$ 5,984,822	 \$ 1,442,417	 \$ 1,031,589	 \$ 6,395,650	 \$ 410,828
 Total Operations	 \$ 11,531,878	 \$ 7,136,300	 \$ 5,653,932	 \$ 13,014,246	 \$ 1,482,368

City of Johnstown
Revenue Collections as a Percent of Estimated Revenue
As of August 31, 2023

	2023		2022	2023 Revenue as a percent of Estimate
	Estimated	As of August 31	As of August 31	

General Fund				
Muni Income Tax	\$ 2,700,000	\$ 2,112,487		78.2%
Real Estate Tax	340,000	345,738		101.7%
Shared Taxes	105,150	72,792		69.2%
Fees fo Services	800	831		103.9%
Fines, Licenses and Permits	219,600	167,545		76.3%
Earnings on Investments	20,000	49,781		248.9%
Other	102,000	108,862		106.7%
Totals	\$ 3,487,550.00	\$ 2,858,037		81.9%

Street Construction, Maint. And Repair				
Gasoline Tax (Ohio)	\$ 250,000	\$ 188,557		75.4%
License Tax (State & County)	110,000	27,073		24.6%
Earnings on Investments	-	3,460		0.0%
Miscellaneous	-	8,684		0.0%
Transfers	273,000	273,000		100.0%
Totals	\$ 633,000.00	\$ 500,774		79.1%



City of Johnstown
Revenue Collections as a Percent of Estimated Revenue
As of August 31, 2023

	2023		2022	2023 Revenue as a percent of Estimate
	Estimated	As of August 31	As of August 31	

<u>Water Operating Fund</u>				
Charges for Service	\$ 903,948	\$ 634,244		70.2%
Miscellaneous	15,000	9,838		65.6%
Total	\$ 918,948	\$ 644,082	\$ -	70.1%
<u>Water Improvement Fund</u>				
Charges for Service	\$ 592,000	\$ 259,000		43.8%
Earning on Investments	5,000	41,004		820.1%
Miscellaneous	50,000	-		0.0%
OWDA Loan Issued	1,404,204	903,841		64.4%
Total	\$ 2,051,204	\$ 1,203,845	\$ -	58.7%
<u>Water Debt Service Fund</u>				
Charges for Service	\$ 491,596	\$ 400,344		81.4%
Earning on Investments	5,000	13,187		263.7%
Miscellaneous	10,000	73,615		736.2%
Total	\$ 506,596	\$ 487,146	\$ -	96.2%
Total Water Funds	\$ 3,476,748	\$ 2,335,073	\$ -	67.2%

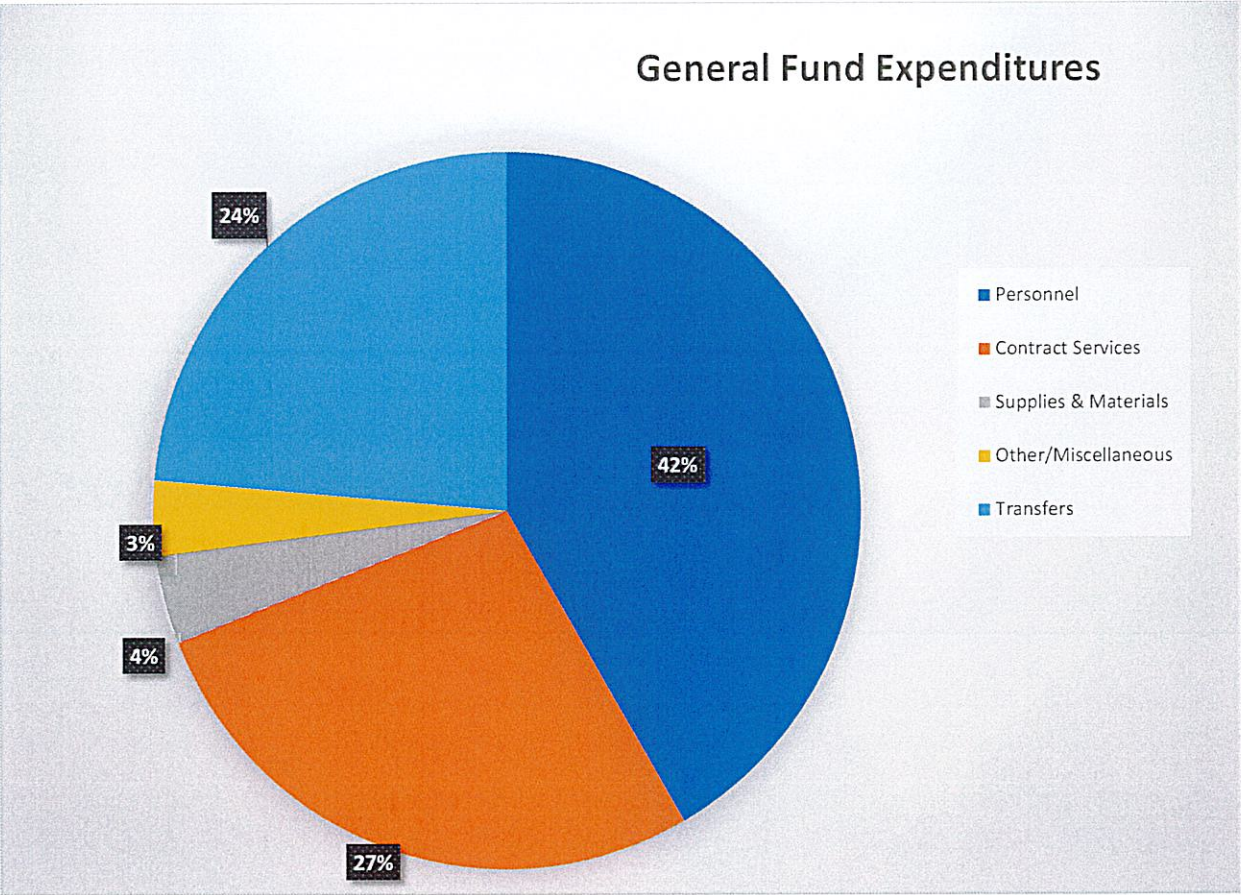
<u>Sewer Operating Fund</u>				
Charges for Service	\$ 903,948	\$ 492,254		54.5%
Miscellaneous	2,000	1,036		51.8%
Total	\$ 905,948	\$ 493,290	\$ -	54.5%
<u>Sewer Improvement Fund</u>				
Charges for Service	\$ 812,000	\$ 613,073		75.5%
Earning on Investments	10,000	58,311		583.1%
Miscellaneous	50,000	-		0.0%
Total	\$ 872,000	\$ 671,384	\$ -	77.0%
<u>Sewer Debt Service Fund</u>				
Charges for Service	\$ 491,596	\$ 274,605		55.9%
Earning on Investments	2,000	3,128		156.4%
Miscellaneous	-	10		0.0%
Total	\$ 493,596	\$ 277,743	\$ -	56.3%
Total Sewer Funds	\$ 2,271,544	\$ 1,442,417	\$ -	63.5%

City of Johnstown
Year-to-Date Expenditure as a Percent of Budget
As of August 31, 2023

	2023		2022	2023 Expenditures as a percent of Budget
	Estimated	As of August 31	As of August 31	

<u>General Fund</u>						
Personnel		\$	1,514,440	\$	832,842	55.0%
Contract Services			976,381		546,582	56.0%
Supplies & Materials			161,506		79,842	49.4%
Other/Miscellaneous			73,379		67,434	91.9%
Transfers			<u>1,162,300</u>		<u>471,681</u>	<u>40.6%</u>
Totals	\$		<u>3,888,006</u>	\$	<u>1,998,381</u>	51.4%

<u>Street Construction, Maint. And Repair</u>					
Personnel	\$	491,513	\$	272,091	55.4%
Contract Services		27,658		11,937	43.2%
Supplies & Materials		126,697		61,562	48.6%
Miscellaneous		-		-	0.0%
Transfers		-		-	<u>0.0%</u>
Totals	\$	<u>645,868</u>	\$	<u>345,589</u>	53.5%



City of Johnstown
Year-to-Date Expenditure as a Percent of Budget
As of August 31, 2023

	2023		2022	2023 Revenue as a percent of Estimate
	Estimated	As of August 31	As of August 31	

<u>Water Operating Fund</u>					
Personnel	\$	465,142	\$	298,178	64.1%
Contract Services		232,596		151,062	64.9%
Supplies & Materials		568,600		289,173	50.9%
Miscellaneous		6,000		2,950	49.2%
Transfers		-		-	0.0%
Totals	\$	1,272,338	\$	741,364	58.3%
<u>Water Improvement Fund</u>					
Capital Outlay	\$	1,969,227	\$	1,401,048	71.1%
Transfers		-		-	0.0%
Totals	\$	1,969,227	\$	1,401,048	71.1%
<u>Water Debt Service Fund</u>					
Debt Service	\$	519,421	\$	135,962	26.2%
Miscellaneous		-		-	0.0%
Total	\$	519,421	\$	135,962	\$ - 26.2%
Total Water Funds		\$ 3,760,986	\$ 2,278,373	\$ -	60.6%

<u>Sewer Operating Fund</u>					
Personnel	\$	471,980	\$	307,258	65.1%
Contract Services		444,547		294,112	66.2%
Supplies & Materials		143,200		94,772	66.2%
Capital Outlay		100,000		47,082	47.1%
Miscellaneous		4,000		745	18.6%
Transfers		-		-	0.0%
Totals	\$	1,163,727	\$	743,968	63.9%
<u>Sewer Improvement Fund</u>					
Capital Outlay	\$	180,000	\$	84,815	47.1%
Transfers		-		-	0.0%
Totals	\$	180,000	\$	84,815	47.1%
<u>Sewer Debt Service Fund</u>					
Debt Service	\$	477,000	\$	274,195	57.5%
Miscellaneous		-		-	0.0%
Total	\$	477,000	\$	274,195	\$ - 57.5%
Total Sewer Funds		\$ 1,820,727	\$ 1,102,979	\$ -	60.6%

City of Johnstown
Income Tax Collection
August 2023

	Budget 2023	YTD 2023	YTD 2022	Diffierence	2023/2022 % Change	Budget %
Withholding	\$ -	1,272,900	1,163,377	\$ 109,523	9.4%	
Business	-	202,612	145,950	\$ 56,662	38.8%	
Individual	-	723,468	727,643	\$ (4,175)	-0.6%	
Total	\$ 2,700,000	\$ 2,198,980	\$ 2,036,971	\$ 162,009	8.0%	81.4%

Income Tax - Fund Allocation

	Budget 2023	YTD 2023	Budget %
General Fund - 72%			
Capital Fund - 28%			
Total	2,700,000	2,198,980	81.4%

City of Johnstown
Top Employers
As of August 31, 2023

	2023	2022		
	Withholdings	Withholdings	Variance	% Change
<u>Top 10 Employers</u>	346,516.29	319,868.17	26,648.12	7.7%
<u>Top 20 Employers</u>	506,624.92	446,670.82	59,954.10	11.8%

Top 10 Employers
JOHNSTOWN MONROE SCHOOL
TECH INTERNATIONAL LLC
THE KROGER CO
CITY OF COLUMBUS
STATE OF OHIO ODOT
FIRST SOURCE EMPLOYEE MANAGEMENT
LASH CHEVROLET LLC
FOCUSED EMPLOYER INC
MONROE TWP TRUSTEES
TECHNICAL RUBBER CO INC

Top 20 Employers
CINDY WOLT DDS INC
HUNTINGTON NATIONAL BANK
CHEER PACK NORTH AMERICA LLC
ATRIUM SERVICES CORPORATION
CROW WORKS LLC
ATRIUM APPAREL CORPORATION
MOHAWK ESV INC
STEEL CEILINGS INC
AMERICAN ELECTRIC POWER SERVICE CO
TRILLIUM FARM HOLDINGS LLC



RESOLUTION 2023-27

**A RESOLUTION ACCEPTING THE AMOUNTS AND RATES AS DETERMINED BY THE
BUDGET COMMISSION AND AUTHORIZING THE NECESSARY TAX LEVIES
AND CERTIFYING THEM TO THE COUNTY AUDITOR
Revised Code, Sections. 5705.34-5705.35**

WHEREAS, The Budget Commission of Licking County, Ohio, has certified its action thereon to this Council together with an estimate by the County Auditor of the rate of each tax necessary to be levied by this Council, and what part thereof is without, and what part within the ten mill limitation.

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

Section One. That the amounts and rates, as determined by the Budget Commission in its certification, be and the same are hereby accepted and;

Section Two. That there be and is hereby levied on the tax duplicate of said City the rate of each tax necessary to be levied within and without the ten-mill limitation as shown in Schedule A and;

Section Three. That the Clerk of this Council be and is hereby directed to certify a copy of this Resolution to the County Auditor of said County,

Section Four. 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 JOHNSTOWN, OHIO.

Date of Introduction/Public Hearing/Vote: September 19, 2023

Effective Date:

Passed for the next succeeding fiscal year commencing January 1st, 2024

By:

Mayor Donald Barnard

ATTEST TO:

APPROVED AS TO FORM:

Teresa Monroe, Clerk of Council

Yazan Ashrawi, Law Director

SCHEDULE A

SUMMARY OF AMOUNTS REQUIRED FROM GENERAL PROPERTY TAX APPROVED BY BUDGET
COMMISSION AND COUNTY AUDITOR'S ESTIMATED TAX RATES
2023 TAX YEAR COLLECTED IN 2024

FUND	Amount Approved by Budget Com- mission Inside <u>10m. Limitation</u>	Amount to Be Derived from Levies Outside <u>10M. Limitation</u>	County Auditor's Estimate of Tax <u>Rate to be Levied</u>	
			Inside 10M <u>Limit</u>	Outside 10M <u>Limit</u>
General Fund	383,202.00	0.00	2.300	0.000
TOTAL	383,202.00	0.00	2.300	0.000

	<u>Taxes</u>	<u>Total Rate</u>
GRAND TOTALS	383,202.00	2.300

SCHEDULE B

LEVIES OUTSIDE 10 MILL LIMITATION, EXCLUSIVE OF DEBT LEVIES

FUND	Maximum Rate Authorized to Be Levied	Co. Auditor's Est. of Yield of Levy
TOTALS	0.000	0.00



A RESOLUTION AMENDING THE APPOINTMENT FOR CITY ENGINEER FOR THE YEAR 2023

WHEREAS, Resolution 2022-41 appointed PRIME AE GROUP, INC as the City Engineer for the year 2023 and;

WHEREAS, the city finds it necessary at this time to change the Engineer of Record for the City of Johnstown and;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Johnstown, Licking County, Ohio as follows:

Section One: The City Council herein approves the following Appointment for the remainder of 2023:

CITY ENGINEER

EMH&T Inc.

Section Two: 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.

Introduction/Public Hearing/Vote: September 19, 2023

By: _____

Mayor Donald Barnard

ATTEST TO:

APPROVED AS TO FORM:

Teresa Monroe, Clerk of Council

Yazan Ashrawi, Law Director



RESOLUTION 2023-29

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INTERGOVERNMENTAL COOPERATION AGREEMENT AND MEMORANDUM OF UNDERSTANDING WITH THE VILLAGE OF ALEXANDRIA AND THE VILLAGE OF GRANVILLE, FOR THE PLANNING, DEVELOPMENT AND PROVISION OF WATER AND WASTEWATER SERVICES; AND ADDITIONALLY AUTHORIZES THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR A RIGHT OF FIRST REFUSAL

WHEREAS, Johnstown, Alexandria and Granville (“the Parties”) wish to cooperate in improving public health, safety, and welfare by making water and wastewater services more widely available; and

WHEREAS, there are areas proximate to the Parties that are not currently served by a public water supply; and

WHEREAS, there are areas proximate to the Parties that are experiencing sewage pollution problems due to the absence or inadequacy of existing wastewater services; and

WHEREAS, no centralized wastewater collection or treatment system is currently available to many residents of Liberty, St. Albans, Granville, and Monroe townships; and

WHEREAS, the Parties have consulted with representatives of the Townships, which have expressed an interest in their residents having access to an affordable public water system and centralized wastewater system while preserving the character of the Townships, and intend to respect those interests; and

WHEREAS, the Parties believe that Johnstown and Granville would be able to more cost-effectively operate and maintain the water and wastewater infrastructure owned by Alexandria (“Infrastructure”) and to expand same into adjoining areas; and

WHEREAS, If Alexandria receives from a third party a bona fide offer to purchase any or all of the Infrastructure, before Alexandria may accept such an offer, Alexandria must first give written notice to Johnstown and Granville of the offer; and

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF JOHNSTOWN, STATE OF OHIO, AND THE MAJORITY OF THE MEMBERS ELECTED THERETO CONCURRING THAT:

Section One: The City of Johnstown Council authorizes the City Manager or designee to enter into the attached Memorandum of Understanding and Intergovernmental Agreement with the Village of Alexandria and the Village of Granville for the planning, development and provision of water and wastewater services.

Section Two: The City of Johnstown Council authorizes the City Manager or designee to enter into the attached Agreement with the Village of Alexandria and the Village of Granville regarding the acquisition of the potable water and wastewater infrastructure.

Section Three: 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: September 19, 2023

By: _____

Mayor Donald Barnard

ATTEST TO:

APPROVED AS TO FORM:

Teresa Monroe, Clerk of Council

Yazan Ashrawi, Law Director

MEMORANDUM OF UNDERSTANDING
AND INTERGOVERNMENTAL COOPERATION AGREEMENT
AMONG THE CITY OF JOHNSTOWN, THE VILLAGE OF
ALEXANDRIA, AND THE VILLAGE OF GRANVILLE, OHIO FOR THE
PLANNING, DEVELOPMENT AND PROVISION OF WATER AND
WASTEWATER SERVICES

This Intergovernmental Cooperation Agreement (“ICA”) and Memorandum of Understanding (“MOU”) (collectively, this “Agreement”) is entered into by and between the City of Johnstown (“Johnstown”), the Village of Alexandria (“Alexandria”), and the Village of Granville (“Granville”), Ohio (collectively, the “Parties”).

The Parties to this Agreement, together with (a) any townships in which they are located or are proximate to (collectively, the “Townships”) or (b) other political subdivisions who wish to join and whose participation is approved by the Parties, have entered into it to cooperatively develop a multi-jurisdictional plan designed to facilitate the development and expansion of water and wastewater infrastructure, promote responsible growth, and to create a partnership that recognizes the identity, aspirations, rights, and duties of all jurisdictions and that develops methods of cooperation among the Parties.

This Agreement may be executed in multiple counterparts, each of which shall be considered as part of the original. This Agreement shall be binding on the

signatories hereto. The failure or refusal of any of the Parties to execute this Agreement shall not affect its terms or binding effect as regards the executing Parties.

WHEREAS, the Parties are municipal corporations located in proximity of each other; and

WHEREAS, the Parties wish to cooperate in improving public health, safety, and welfare by making water and wastewater services more widely available; and

WHEREAS, there are areas proximate to the Parties that are not currently served by a public water supply; and

WHEREAS, there are areas proximate to the Parties that are experiencing sewage pollution problems due to the absence or inadequacy of existing wastewater services; and

WHEREAS, no centralized wastewater collection or treatment system is currently available to many residents of Liberty, St. Albans, Granville, and Monroe townships (collectively, the “Townships”); and

WHEREAS, the Parties have consulted with representatives of the Townships, which have expressed an interest in their residents having access to an affordable public water system and centralized wastewater system while preserving the character of the Townships, and intend to respect those interests; and

WHEREAS, the development of a public water system and a centralized wastewater system would allow for the provision of adequate supplies of potable water and the abatement or elimination of sewage pollution problems, and would also serve to stimulate economic development in areas in which such systems are installed or subsequently expanded; and

WHEREAS, the Parties, in pursuing the above-mentioned public purposes, intend to avail themselves of all powers available under the Constitution of the State of Ohio, the laws adopted by the Ohio General Assembly, as well as all municipal powers available to them; and

WHEREAS, the Parties each wish to extend full and good faith cooperation to each other in accomplishing the foregoing objectives; and

NOW, THEREFORE, the Parties agree as follows:

Section 1. The Parties agree to fully and in good faith cooperate with and assist each other in planning, designing, purchasing interests in real property, funding, and installing one or more public water systems and wastewater collection and/or treatment systems and/or enter into contracts with other municipalities to provide service to their residents and residents of the Townships, and such other areas, if any, as the Parties may determine (referred to herein as the "Projects").

Section 2. Full and good faith cooperation means undertaking such actions as may be reasonably requested by the other Parties which will contribute to the

achievement of the purpose of this Agreement and refrain from acts which would be detrimental to the achievement of the purpose of this Agreement and, with the intent not to limit the broad meaning of the foregoing, shall include, but not be limited to the following.

- (A) Vigorously opposing, including participating as a party litigant if necessary or appropriate, any action by any entity that would be detrimental to the achievement of the purposes of this Agreement;
- (B) Pass resolutions or ordinances stating support and cooperation for the Project when requested;
- (C) Pass resolutions or ordinances and take other necessary or appropriate actions to authorize or obtain the use of right-of-ways and easements;
- (D) Pass ordinances as may be necessary to secure funding for the Project and execute applications for grants, loans, and other forms of financial aid;
- (E) Execute contracts and applications for permits, licenses, and approvals;

Section 3. The Parties intend to make decisions called for by this Agreement by consensus and they shall make all reasonable efforts to do so, provided, however, that each Party shall have plenary authority to determine the ways and means by which water and wastewater services will be provided to its respective residents.

Section 4. It is the intent of the Parties to create one or more Joint Economic Development Districts (“JEDDs”) and/or Tax Increment Financing Incentive Districts (“TIFs) singly or in conjunction with one or both other Parties and one or more of the Townships for the purpose of facilitating development within such Districts.

Section 5. The Parties, together with one or more of the Townships and other political subdivisions, may elect to form an “umbrella” organization, such as a R.C. Chapter 6119 District or Regional Council of Governments to facilitate their activities.

Section 6. Unless otherwise agreed in writing by the Parties, out of pocket costs of planning, designing, constructing, and operating the Projects (excluding attorneys fees) shall be allocated among the Parties as follows: Johnstown – 45%; Alexandria – 10%; Granville – 45%.

Section 7. A Party may withdraw from this Agreement at any time upon thirty (30) days’ notice to the other Parties, provided, however, that the withdrawing Party shall remain liable for its share of all obligations incurred pursuant to this Agreement prior to the date of notice.

Section 8. Legal counsel for one or more of the Parties has previously represented or is currently representing other Parties in connection with other legal matters unrelated to this Agreement. Each Party agrees that such counsel may

continue or undertake to represent the other Parties in other existing or future unrelated matters.

Section 9. Neither this Agreement nor any duties or obligations hereunder shall be assignable by any party without the prior, express written consent of the other Parties. Subject to the foregoing, this Agreement shall be binding upon the successors and assigns of the Parties hereto.

Section 10. In the event that this Agreement, or any of its terms, conditions, or provisions, is challenged by any third party or Parties in a court of law, the Parties agree to cooperate with one another and to use their best efforts in defending this Agreement with the objective of upholding this Agreement. Each party shall bear its own costs in any such proceeding challenging this Agreement or any term or provision thereof.

Section 11. The Parties agree to cooperate with one another and to use their best efforts in the implementation of this Agreement and to sign or cause to be signed, in a timely fashion, all necessary instruments, applications and other documents, and to take such other actions to effectuate the purposes of this Agreement.

Section 12. The Parties agree to cooperate with each other in contributing to the success of applications to obtain grants and loans to perform the Project.

Section 13. In the event the Parties have a dispute as to any of the terms or applicability of this Agreement, the Parties agree to use their best efforts to resolve the dispute through a mutually acceptable mediation process prior to any party filing a lawsuit. Each party participating in mediation shall pay its own costs of mediation, including its proportionate share of the compensation and administrative expenses required by the mediator and by the mediation services provider selected by the Parties. If a mediator has not been agreed to by the Parties within sixty (60) days after one of the Parties has requested that a dispute arising under this Agreement be mediated, then any of the Parties may commence a lawsuit or commence such other method of pursuing its remedies as may be available.

Section 14. A failure to comply with the terms of this Agreement shall constitute a default hereunder. The party in default shall have ninety (90) days after receiving written notice from the other party of the event of default to cure that default. If the default is not cured within that time, the non-defaulting party may institute judicial proceedings for specific performance under this Agreement or for damages or both, or may pursue such other remedies as may be available.

Section 15. By entering into this Agreement, none of the Parties intend to relinquish or waive any of the immunities they now have or may hereafter be accorded under state and/or federal laws including, without limitation, all those

immunities accorded to governmental entities and their officers and employees under Chapter 2744 of the Ohio Revised Code.

Section 16. This Agreement is not intended to be in derogation of the powers granted to municipal corporations by Article XVIII, Ohio Constitution, or any of the provisions of the Ohio Constitution or the Parties' respective municipal charters, municipal codes, or of the Ohio Revised Code.

Section 17. This Agreement shall inure to the benefit of and shall be binding upon the Parties and their respective successors. This Agreement shall not inure to the benefit of anyone other than as provided in the immediately preceding sentence. This Agreement is not intended to and does not create rights or benefits of any kind for any persons or entities which are not a party to this Agreement.

Section 18. In the event that any section or provision of this Agreement or any covenant, application, agreement, obligation or action, or part thereof, made, assumed, entered into or taken is held to be illegal or invalid for any reason:

- (A) that illegality or invalidity shall not affect the remainder hereof or thereof, any other section or provision hereof, or any other covenant, application, agreement, obligation or action, or part thereof, made, assumed, entered into or taken, all of which shall be construed and enforced as if the illegal or invalid portion were not contained herein or therein; and

(B) each section, provision, covenant, application, agreement, obligation or action, or part thereof, shall be deemed to be effective, operative, made, assumed, entered into or taken in the manner and to the full extent permitted by law.

Section 19. The waiver by any party of a breach or violation of any provision of this Agreement shall not operate or be construed to be a waiver of any subsequent breach thereof.

Section 20. Notices required or authorized by this Agreement shall be addressed to:

If to Alexandria: Jim Jasper, Mayor
4 West Main Street
P.O. Box 96
Alexandria, OH 43001

With copy to: David Ball
Rosenberg and Ball Co., LPA
250 West St #500
Columbus, OH 43215

If to Granville: Herb Koehler, City Administrator
141 East Broadway
P.O. Box 514
Granville, OH 43023

With copy to: William Mattes
Dinsmore & Shohl LLP
191 W. Nationwide Blvd., Suite 200
Columbus, OH 43215

If to Johnstown: Sean Staneart, City Manager
599 South Main Street
Johnstown, OH 43031

With copy to: Yazan Ashrawi
Frost Brown Todd
10 West Broad Street, Suite 2300
Columbus, OH 43215

Section 21. Nothing contained in this Agreement shall be construed to limit the authority of the Parties under Ohio law including, but not limited to, the right to levy taxes and assessments, or engage in other forms of financing as each party deems necessary or appropriate.

Section 22. This Agreement contains the entire agreement of the Parties and supersedes all prior negotiations, representations, or agreements, either written or oral. It may not be modified orally, but only by agreement in writing signed by all Parties. This Agreement shall be governed by the law of Ohio.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly signed in their respective names by their duly authorized officers.

VILLAGE OF ALEXANDRIA

By: _____
Mayor

Attest: _____
Clerk-Treasurer

APPROVED AS TO FORM:

Village Solicitor

VILLAGE OF GRANVILLE

By: _____
Mayor

Attest: _____
Clerk-Treasurer

APPROVED AS TO FORM:

Village Solicitor

CITY OF JOHNSTOWN

By: _____
Mayor

Attest: _____
Clerk-Treasurer

APPROVED AS TO FORM:

Law Director

0130654.0734555 4889-0208-7807v1

AGREEMENT
AMONG THE CITY OF JOHNSTOWN, THE VILLAGE OF ALEXANDRIA, AND THE
VILLAGE OF GRANVILLE, OHIO REGARDING THE ACQUISITION OF THE
POTABLE WATER AND WASTEWATER INFRASTRUCTURE

This Agreement is entered into by and between the City of Johnstown (“Johnstown”), the Village of Alexandria (“Alexandria”), and the Village of Granville (“Granville”), Ohio (collectively, the “Parties”).

This Agreement may be executed in multiple counterparts, each of which shall be considered as part of the original. This Agreement shall be binding on the signatories hereto.

WHEREAS, the Parties are municipal corporations located in proximity of each other; and

WHEREAS, the Parties wish to cooperate in improving public health, safety, and welfare by making water and wastewater services more widely available; and

WHEREAS, there are areas proximate to Alexandria that are not currently served by a public water supply; and

WHEREAS, there are areas proximate to Alexandria that are experiencing sewage pollution problems due to the absence or inadequacy of existing wastewater services; and

WHEREAS, the parties believe that Johnstown and Granville would be able to more cost-effectively operate and maintain the water and wastewater infrastructure owned by Alexandria (“Infrastructure”) and to expand same into adjoining areas; and

WHEREAS, Johnstown and Granville intend to work together to acquire and operate the Infrastructure but require additional time to perform appropriate due diligence and other tasks necessary to prepare and formalize an offer;

NOW, THEREFORE, the parties agree as follows:

1. If Alexandria receives from a third party a bona fide offer to purchase any or all of the Infrastructure, before Alexandria may accept such an offer, Alexandria must first give written notice to Johnstown and Granville of the offer. Johnstown and Granville, individually or jointly, shall have sixty (60) days from the date of receipt of the offer, to provide Alexandria with written acceptance of the offer, upon the same terms and conditions as set forth therein. If Alexandria accepts the offer, closing shall take place within ninety (90) days from the date of acceptance. If Johnstown and/or Granville fail to accept the offer within sixty (60) days, Alexandria may proceed to sell to said third party in accordance with the terms of the offer.

2. Neither this Agreement nor any rights, duties or obligations hereunder shall be assignable by any party without the prior, express written consent of the other parties. Subject to the foregoing, this Agreement shall be binding upon the successors and assigns of the Parties hereto.

3. In the event that this Agreement, or any of its terms, conditions, or provisions, is challenged by any third party in a court of law, the parties agree to cooperate with one another and to use their best efforts in defending this Agreement with the objective of upholding this Agreement. Each party shall bear its own costs in any such proceeding challenging this Agreement or any term or provision thereof.

4. By entering into this Agreement, none of the parties intend to relinquish or waive any of the immunities they now have or may hereafter be accorded under state and/or federal laws including, without limitation, all those immunities accorded to governmental entities and their officers and employees under Chapter 2744 of the Ohio Revised Code.

5. This Agreement is not intended to be in derogation of the powers granted to municipal corporations by Article XVIII, Ohio Constitution, or any of the provisions of the Ohio

Constitution or the Parties' respective municipal charters, municipal codes, or of the Ohio Revised Code.

6. This Agreement shall inure to the benefit of and shall be binding upon the Parties and their respective successors. This Agreement shall not inure to the benefit of anyone other than as provided in the immediately preceding sentence. This Agreement is not intended to and does not create rights or benefits of any kind for any persons or entities which are not a party to this Agreement.

7. Notices required or authorized by this Agreement shall be addressed to:

If to Alexandria: Jim Jasper, Mayor
4 West Main Street
P.O. Box 96
Alexandria, OH 43001

With copy to: David Ball
Rosenberg and Ball Co., LPA
250 West St #500
Columbus, OH 43215

If to Granville: Herb Koehler, Village Administrator
141 East Broadway
P.O. Box 514
Granville, OH 43023

With copy to: William Mattes
Dinsmore & Shohl LLP
191 W. Nationwide Blvd., Suite 200
Columbus, OH 43215

If to Johnstown: Sean Staneart, City Manager
599 South Main Street
Johnstown, OH 43031

With copy to: Yazan Ashrawi
Frost Brown Todd
10 West Broad Street, Suite 2300
Columbus, OH 43215

8. Nothing contained in this Agreement shall be construed to limit the authority of the Parties under Ohio law including, but not limited to, the right to levy taxes and assessments, or engage in other forms of financing as each party deems necessary or appropriate.

9. This Agreement contains the entire agreement of the Parties and supersedes all prior negotiations, representations, or agreements, either written or oral. It may not be modified orally, but only by agreement in writing signed by all Parties. This Agreement shall be governed by the law of Ohio.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly signed in their respective names by their duly authorized officers.

VILLAGE OF ALEXANDRIA

By: _____
Mayor

Attest: _____
Clerk-Treasurer

APPROVED AS TO FORM:

Village Solicitor

VILLAGE OF GRANVILLE

By: _____
Mayor

Attest: _____
Clerk-Treasurer

APPROVED AS TO FORM:

Law Director

CITY OF JOHNSTOWN

By: _____
Mayor

Attest: _____
Clerk-Treasurer

APPROVED AS TO FORM:

Law Director

0130654.0734555 4889-9901-5551v1



ORDINANCE 17-2023

**AN ORDINANCE AMENDING CHAPTER 351.13 OF THE CITY OF JOHNSTOWN
CODIFIED ORDINANCES**

WHEREAS, Council approved an amendment to parking prohibitions in Ordinance No. 14-11; and

WHEREAS, amending this Ordinance was discussed within the city administration and with the Safety & Service Committee of Council on September 5, 2023 and by a 3-0 vote further amendments are hereby recommended to City Council for consideration; and

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

Section 1. That the following underlined words and phrases shall be added, and deletions are ~~struck~~:

351.13 PARKING PROHIBITIONS.

(a) No person shall park his motor vehicle continuously in the same place for more than seventy-two hours on any public way in the Municipality.

(b) No person shall park any motor vehicle on either side of the following streets within the Municipality:

- (1) Edwards Road.
- (2) Jersey Street.
- (3) Williams Street.
- (4) Oregon Street.
- (5) Maple Street.
- (6) East Pratt Street from the intersection of Track Street to end of roadway limits.
- (7) Douglas Street.
- (8) South Kasson (Douglas Street to Jersey Street)
- (9) College Street (Main Street to Track Street)
- (10) John Street
- (11) Hyatt

(c) The following shall apply within the subdivisions of Concord Crossing, Concord East, Leafy Dell, Kyber Run, ~~and~~ Rolling Meadows and the roadway of College Street from Main to Williams:

(1) Parking shall be limited to one side of the street as designated by signage upon those streets. Vehicles shall not obstruct fire hydrants (pursuant to the ORC) or mailboxes when parked upon streets.

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: September 19, 2023

Public Hearing/Vote: October 3, 2023

Effective:

By: _____

Donald Barnard, Mayor

ATTEST TO:

APPROVED AS TO FORM:

Teresa Monroe, Clerk of Council

Yazan S. Ashrawi, Law Director

CITY OF JOHNSTOWN



ORDINANCE 18-2023

AN ORDINANCE AMENDING CHAPTERS 1155, 1167 AND 1169 OF THE CITY OF JOHNSTOWN CODIFIED ORDINANCES

WHEREAS, the purpose of the General Community Commercial (GCC-1), Village Center (VC) and Village Commercial (VIL COM) Districts are to promote and foster the economic and physical revitalization of Johnstown's historic town center, while recognizing the unique physical characteristics of the area and preserving historic mixed use and pedestrian focus; and

WHEREAS, On September 5, 2023 by a 6-1 vote, City Council voted in favor of bringing an Ordinance that amends Hotel and Transient Accommodations; and

WHEREAS, there are additional, necessary amendments to the Permitted and Conditional Uses of these chapters; and

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

Section 1. That Chapters 1155, 1167 and 1169 of the City of Johnstown Codified Ordinances have been amended and are established as attached to this ordinance.

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: September 19, 2023

Public Hearing/Vote: October 3, 2023

Effective:

By: _____

Donald Barnard, Mayor

ATTEST TO:

APPROVED AS TO FORM:

Teresa Monroe, Clerk of Council

Yazan S. Ashrawi, Law Director

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.~~

The purpose of the GCC-1 District is to promote and foster the economic and physical revitalization of Johnstown's historic town center, while recognizing the unique physical characteristics of the area and preserving historic mixed use and pedestrian focus. The standards and requirements of the GCC-1 (Town Center District) are based on the following principles:

- (a) The maintenance and improvement of the downtown physical environment is important in promoting an active and vital business environment.
- (b) Development standards and regulations should encourage the adaptive use of older structures.
- (c) The upper stories of older structures should be promoted for productive uses that contribute to the business vitality of the area.
- (d) The downtown should be particularly receptive to small local-based entrepreneurship and start-up businesses.
- (e) Housing - and particularly owner-occupied housing - should be an integral component of the physical fabric of areas within and adjacent to Village Center.

(Ord. 25-2022. Passed 1-3-23.)

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:
 - A. Brokers and dealers in securities, investments and associated services, not including commercial banks and savings institutions.
 - B. Insurance agents and brokers and associated services.
 - C. Real estate sales and associated services.
 - (2) Professional offices engaged in providing services to the general public consisting of:
 - A. Medical office and medical office-related activities, but not including veterinary offices or animal hospitals.
 - B. Other health or allied medical facilities.
 - C. Professional, legal, engineering and architectural services, not including the outside storage of equipment.
 - D. Accounting, auditing and other bookkeeping services.

(3) Organizations and associations organized on a profit or non-profit basis for promotion of membership interests, including:

- A. Business associations.
- B. Professional membership organizations.
- C. Civic, social and fraternal organizations.
- D. Charitable organizations.

(b) Retail stores of not more than 10,000 square feet 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 Ohio R.C. 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.

A. Cafe seating secondary to primary business; excluding outdoor alcohol consumption.

(2) Ice cream parlors

(3) Coffee, bagel, delicatessens and sandwich shops

(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.

(8) Child Care, Kindergarten, childcare, or daycare in accordance with all applicable state provisions.

(9) Community facilities such as government offices, post office, libraries, museums, private schools, public parks and similar uses

(10) Dance, Aerobic, Exercise, Gymnastics, and Related Studios.

(11) Event and gathering space

(d) Theaters.

(Ord. 25-2022. Passed 1-3-23.)

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-I requirements.

(c) Banks.

(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.~~

~~(g) Bed and Breakfast Establishments. Bed and breakfast establishments with a resident manager/owner providing eight or fewer guest units.~~

~~(h) Parking lots. Stand-alone parking lots not in conjunction with other permitted and/or conditional GCC-1 uses.~~

~~Outdoor storage and display of merchandise on public sidewalks shall be prohibited.~~

(Ord. 25-2022. Passed 1-3-23.)

1167.03 CONDITIONAL USE.

(a) One-family detached dwelling.

~~—(b) Hotels and Transient Accommodations.~~

(Ord. 44-2021. Passed 11-3-21.)

1169.03 CONDITIONAL USES.

The following uses shall be conditional uses within the Village Commercial District:

(a) Hotel and motel facilities. Hotels, motels and other boarding facilities, including bed and breakfasts as not otherwise noted in this section.

(b) Recreation centers.

(c) Parking lots. Stand-alone parking lots not in conjunction with other permitted and/or conditional Village Commercial District uses.

(d) Funeral Homes

(e) Nursing Home

~~(f) Hotels and Transient Accommodations.~~

(Ord. 44-2021. Passed 11-3-21.)