



Regular Council Meeting
Tuesday, May 7, 2024 - 6:30 PM
AGENDA

1. Call to Order
2. Roll Call
3. Invocation - Father Stephen Smith, Church of the Ascension
4. Pledge of Allegiance
5. Approval of Agenda
6. Action on Minutes
 - a. April 16, 2024
7. Mayor Proclamation - National Police Week 2024
8. Council Recognition - Cailyn Casto
9. Downtown Johnstown, Inc. updates
10. Frank Cea; City Communication Update
11. Citizen comments on matters not on the agenda
12. Executive Session with City Attorney to discuss imminent court action
13. Council Committee reports
 - a. **Planning & Zoning:** Met 4/23/24; Next 5/14/24 @ 6:30 pm Council Chambers
 - b. **Design Review Board:** Met 4/23/24; Next 5/14/24 @ 5:00 pm Council Chambers
 - c. **Finance:** 5/7/24; Next 5/21/24 @ 5:00 pm Admin conference room
 - d. **Safety & Service:** 5/7/24; Next 6/4/24 @ 5:45 pm Admin conference room
 - e. **School District Liaison:** Met 4/26/24
14. Director Reports
 - a. Service Department; Water, Sewer, Street, Service Director updates
15. Tabled Legislation
 - a. **RESOLUTION 2024-14** A RESOLUTION TO ADOPT THE PROPOSED COMPREHENSIVE PLAN AS PRESENTED. Tabled April 4, 2024
16. Public Hearings of Legislation
 - a. **RESOLUTION 2024-17** A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE LICKING COUNTY TRANSPORTATION IMPROVEMENT DISTRICT
 - b. **RESOLUTION 2024-18** AN ORDINANCE ESTABLISHING AND AMENDING CERTAIN FEES FOR PLANNING AND ZONING SERVICES PROVIDED BY THE CITY OF JOHNSTOWN AND SETTING ASIDE ALL OTHER FEES PREVIOUSLY ESTABLISHED
17. Introduction of Legislation - None
18. Other Business
19. Executive Session to discuss Confidential Business Information of an Applicant for Economic Development Assistance
20. Adjourn

Next Council Meeting May 21, 2024



Regular Council
Tuesday, April 16, 2024 - 6:30 PM
MINUTES

1. Call to Order

Mayor Donald Barnard called to Order the City of Johnstown Regular Council Meeting for April 16, 2024 at 6:39 PM.

2. Roll Call

Present - Mayor Donald Barnard, Tiffany Hollis, Jeff Barr, Ryan Green, Wesley Kobel, Dave Selan, Bob Orsini
Absent - None

Staff present - Sean Staneart - City Manager, Dave Delande - Finance Director, Teresa Monroe - Clerk of Council

Public present - Patch Wetzel, Susan Glynn, Chris Block, Ashley Block, Maddox Block, Hudson Block, Terri Fetters, Nick Shaner, Andrea Ford, Michael Salvadore, Nick Hubbell

3. Invocation - Pastor Nick Shaner, Johnstown Shepherd Church

4. Pledge of Allegiance

Prior to the pledge, Mayor Barnard said that this week is Ohio Military Family Week, it is a week to honor our military families, specifically our active duty families, especially ones deployed. He said that deployed military members spend a lot of time away from their families, and it can be tough. He said tonight he has invited Ashley, Maddox and Hudson Block to lead the pledge. Mayor Barnard thanked the family for their service.

5. Action on Minutes

a. April 4, 2024

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

AYES: Bob Orsini, Jeff Barr, Ryan Green, Tiffany Hollis, Mayor Barnard, Wesley Kobel, Dave Selan

NOES: None

ABSTAIN: None

Passed 7 - 0

6. Approval of Agenda

ACTION: Jeff Barr moved to approve as written; Tiffany Hollis seconded and all were in favor.

AYES: Jeff Barr, Ryan Green, Tiffany Hollis, Donald Barnard, Wesley Kobel, Dave Selan, Bob Orsini

NOES: None

ABSTAIN: None

Passed 7 - 0

7. Citizen comments on matters not on the agenda
 1. Patch Wetzel & Susan Glynn - OK Foundation
 - Patch Wetzel said she is a Johnstown parent and her boys were raised in Johnstown. Susan Glynn said they have started the OK Foundation for suicide prevention, she stated that Ms. Wetzel's son unfortunately took his own life almost a year ago, he was in the Navy. The foundation will hold its inaugural event in Johnstown; OK means it will be "Ok" and also stands for Zero Kilometers, it is not a running event, it is an event where all will gather together and the banner will go over them at the finish line. The event will be May 18th 9am - Noon, by the American Legion, they will coordinate with the Legion and their pancake breakfast (8am - 10 am). They will be fundraising and part of the funds raised will go to local, state and national entities.
8. Council Committee reports
 - a. **Planning & Zoning:** Met 4/9/24; Next 4/23/24 @ 6:30 pm Council Chambers
Jesse Coppel was nominated as the Chair, Ryan Green as Vice-Chair. The commission heard an appeal application for a laundromat in the downtown which was denied.
 - b. **Design Review Board:** 4/9/24 canceled; Next 4/23/24 @ 5:00 pm Council Chambers
 - c. **Finance:** 4/16/24; Next 5/7/24 @ 5:00 pm Admin conference room
Spent a great deal of time speaking about the tax update.
 - d. **Safety & Service:** Next 5/7/24 @ 5:45 pm Admin conference room
9. Director Reports
 - a. Police Chief
Director report included with the packet, no questions from council.

Mr. Barr noted the amount of paper and ink used to print the packets and the director's reports, discussion on what data is really needed in this report. Topic forwarded to the Safety & Service committee for discussion. Consensus that the director reports will still be included digitally but not printed with packets, some members expressed that they do not need anything printed.
 - b. City Manager
Manager report included in the packet, Mr. Staneart highlighted items within and answered questions from council members. Mr. Barr asked that at the next Safety & Service committee, members are provided with a high level report of what code enforcement does.
10. Tabled Legislation
 - a. **RESOLUTION 2024-14** A RESOLUTION TO ADOPT THE PROPOSED COMPREHENSIVE PLAN AS PRESENTED. Tabled April 4, 2024
The Comprehensive Plan has been forwarded to the Planning and Zoning Commission by

council for review; timeline discussed. The plan is still open for P&Z and Council comments and edits. Jeff Barr said that he wanted to bring one up publicly since they are all present; he said he appreciates the Mayor's introductory message at the beginning of the document but he feels like this message should be from all of council, not a single position. Some discussion on other acknowledgments in the document. Council consensus is to review the letter, make any edits desired and have it be from the full council.

Resolution to adopt the plan remains tabled.

11. Public Hearings of Legislation

- a. **RESOLUTION 2024-15** A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT TO PARTICIPATE IN THE OHIO DEPARTMENT OF TRANSPORTATION ROAD SALT CONTRACTS AWARDED IN 2024

This is the annual purchase of road salt for the city, bids are handled through ODOT.

ACTION: Bob Orsini moved to pass resolution 2024-15; Jeff Barr seconded, and the vote was as follows:
AYES: Bob Orsini, Jeff Barr, Ryan Green, Tiffany Hollis, Mayor Barnard, Wesley Kobel, Dave Selan
NOES: None
ABSTAIN: None

Passed 7 - 0

- b. **RESOLUTION 2024-16** A RESOLUTION APPOINTING MEMBERS TO THE DESIGN GUIDELINES STEERING COMMITTEE

The Chair of the Design Review Board, Heather Green, came to council with a suggestion that, instead of creating a new steering committee, that council appoint the members of the Design Review Board to be the Design Guidelines steering committee, after consideration, the council was in agreement. This is the committee that will help to enhance the city's design guidelines. Mr. Staneart said the city is waiting on a formal proposal for council to review, the design guidelines currently on the books have been a point of frustration through a lot of conversations over the last year, council has generally discussed reworking and adopting a new document that is more user friendly. Mr. Staneart said that MKSK does this, they have all the right tools and resources and council has asked them to do it. Part of the function is creating a steering committee that would give feedback on some of the design requirements they are giving. The Design Review Board will ultimately be the board that has to work through the document which has been created.

ACTION: Dave Selan moved to pass Resolution 2024-16 as written; Wesley Kobel seconded and the vote was as follows:
AYES: Dave Selan, Bob Orsini, Jeff Barr, Ryan Green, Tiffany Hollis, Mayor Barnard, Wesley Kobel
NOES: None
ABSTAIN: None

Passed 7 - 0

12. Introduction of Legislation - None

13. Other Business

1. Mayor Barnard said the council will potentially have multiple Executive Sessions at the next meeting with the township trustees and for water.
2. Mr. Green highlighted upcoming weekend events, the American Legion pancake breakfast, JYAA opening for spring sports, and the Johnstown Quarter Auction.
3. Mr. Barr added that JYAA held a Belt Park cleanup and organization of storage, there were multiple volunteers, publicly he wanted to thank the Board President Monica, and those who came out to help.
4. Mayor Barnard said he wanted to publicly congratulate his daughter and now husband on their marriage this past weekend.

14. Adjourn

ACTION: Bob Orsini moved to adjourn; Jeff Barr seconded and all were in favor.
AYES: Jeff Barr, Ryan Green, Tiffany Hollis, Donald Barnard, Wesley Kobel, Dave Selan, Bob Orsini
NOES: None
ABSTAIN: None

Passed 7 - 0

The meeting adjourned at 7:40 pm

Next Council Meeting May 7, 2024



April 2024

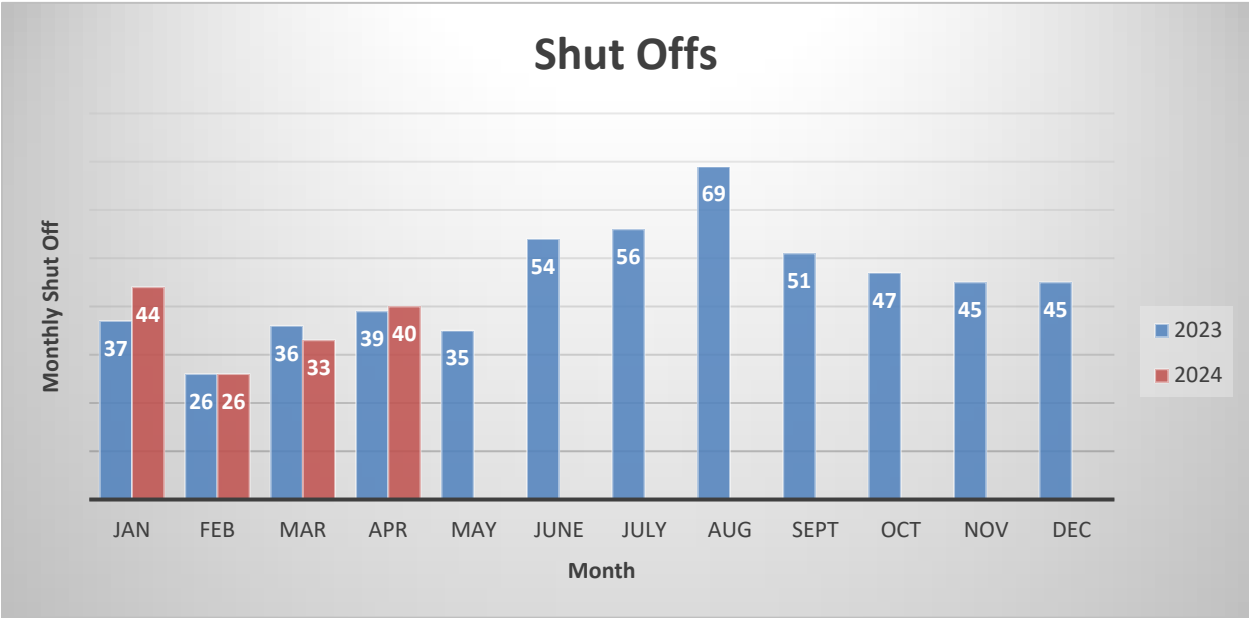
Water Council Report



Water Plant April 2024

- 1) As of April 30th, the flow is 18.526 MG.
- 2) There were 40 shut offs.
- 3) Worked on work-orders.
- 4) The Water Department had 1.5 hours of training.
- 5) Continued our yearly fire hydrant flushing program.
- 6) On 4-1-2024, gave Bowen a tour of the Water Plant for the Water Plant Improvement Project.
- 7) Tim Perry worked 8 hours for the Street Department.
- 8) We continued working on Lead Inventory for E.P.A.
- 9) Changed lime feeders, took #2 feeder out and put #1 lime feeder in service. We cleaned #2 feeder and the feed line.
- 10) Tim Perry hauled lime sludge from the Water Plant.
- 11) Replaced a service line from main to curb box at 385 Buena Vista Dr.

Thank you,
Terry Nichols
Chief Water Operator
City of Johnstown



Daily Plant Tap Test Results

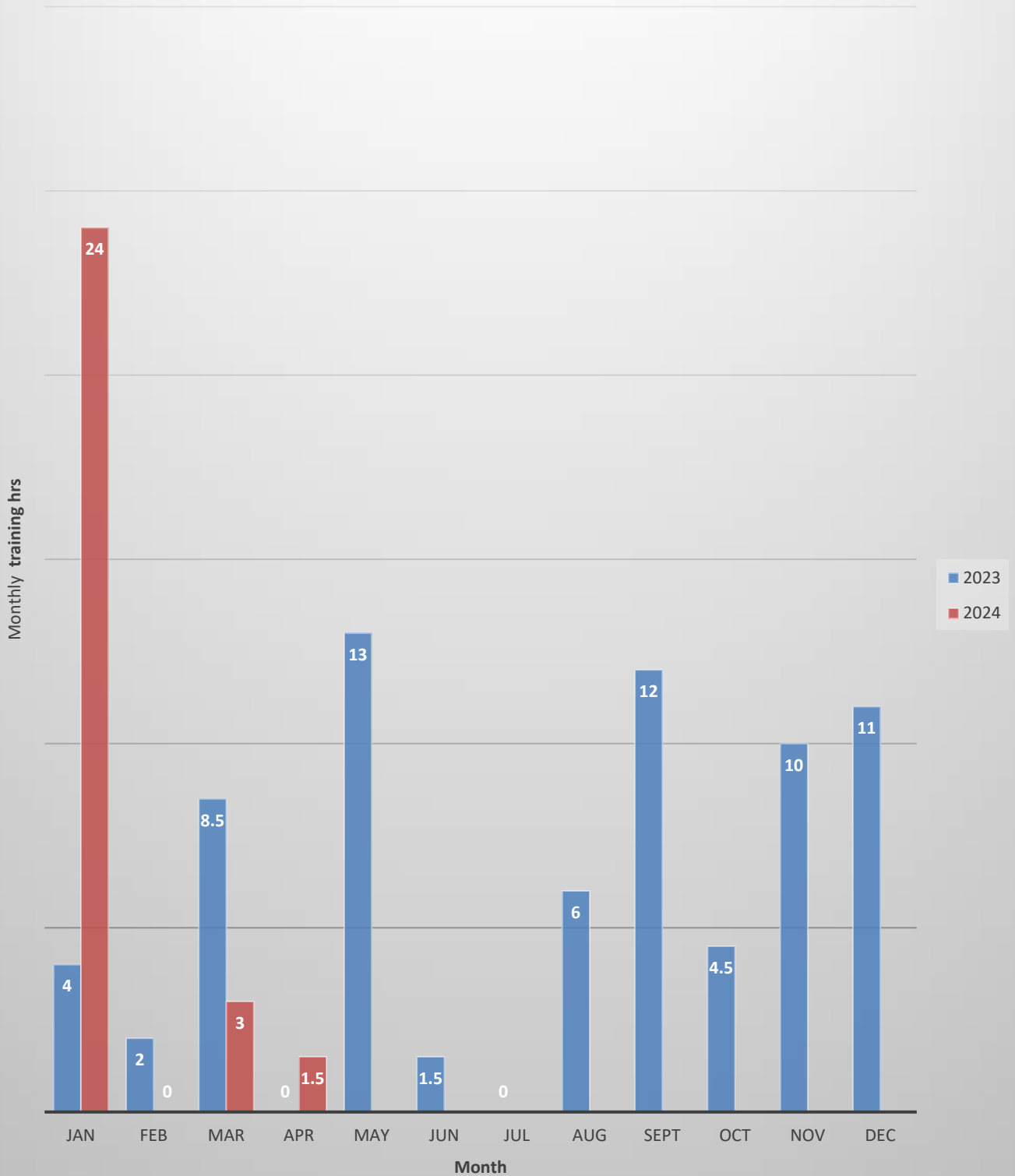
Average	8.05	0	52	146	0.94	1.01	0.08
Date	PH	Phenol Alkalinity	Total Alkalinity	Total Hardness	Plant Tap Cl2		
					Free	Total	Combined
Apr-01	8.12	0	54	148	0.90	1.00	0.10
Apr-02	8.06	0	49	145	0.82	0.87	0.05
Apr-03	8.27	0	50	145	0.96	1.02	0.06
Apr-04	8.05	0	55	150	0.89	0.96	0.07
Apr-05	8.04	0	53	149	0.90	0.98	0.08
Apr-06	7.91	0	50	146	0.83	0.89	0.06
Apr-07	8.08	0	50	145	0.77	0.82	0.05
Apr-08	8.32	0	52	146	0.95	1.08	0.13
Apr-09	8.12	0	53	148	0.92	1.00	0.08
Apr-10	8.09	0	53	150	0.95	1.00	0.05
Apr-11	8.05	0	52	148	0.94	1.04	0.10
Apr-12	8.13	0	54	150	0.95	1.07	0.12
Apr-13	8.00	0	51	164	0.85	0.90	0.05
Apr-14	7.76	0	58	160	1.08	1.13	0.05
Apr-15	8.32	0	49	148	0.92	0.99	0.07
Apr-16	8.09	0	53	150	0.96	1.07	0.11
Apr-17	8.11	0	56	150	1.01	1.09	0.08
Apr-18	8.14	0	54	148	0.97	1.01	0.04
Apr-19	8.18	0	57	152	0.85	0.92	0.07
Apr-20	8.10	0	51	150	0.80	0.85	0.05
Apr-21	7.66	0	54	146	0.86	0.93	0.07
Apr-22	8.32	0	54	150	0.84	0.89	0.05
Apr-23	8.03	0	53	149	0.90	0.94	0.04
Apr-24	8.03	0	54	150	0.97	1.09	0.12
Apr-25	8.04	0	56	151	0.89	0.94	0.05
Apr-26	8.21	0	55	152	0.89	0.93	0.04
Apr-27	8.26	0	55	156	0.81	0.87	0.06
Apr-28	7.81	0	58	145	0.75	0.79	0.04
Apr-29	8.24	0	48	145	0.88	0.95	0.07
Apr-30	8.06	0	50	147	0.97	1.04	0.07
Average	8.09	0.00	53	149	0.90	0.97	0.07

Total Alkalinity: 35-55 mg/L

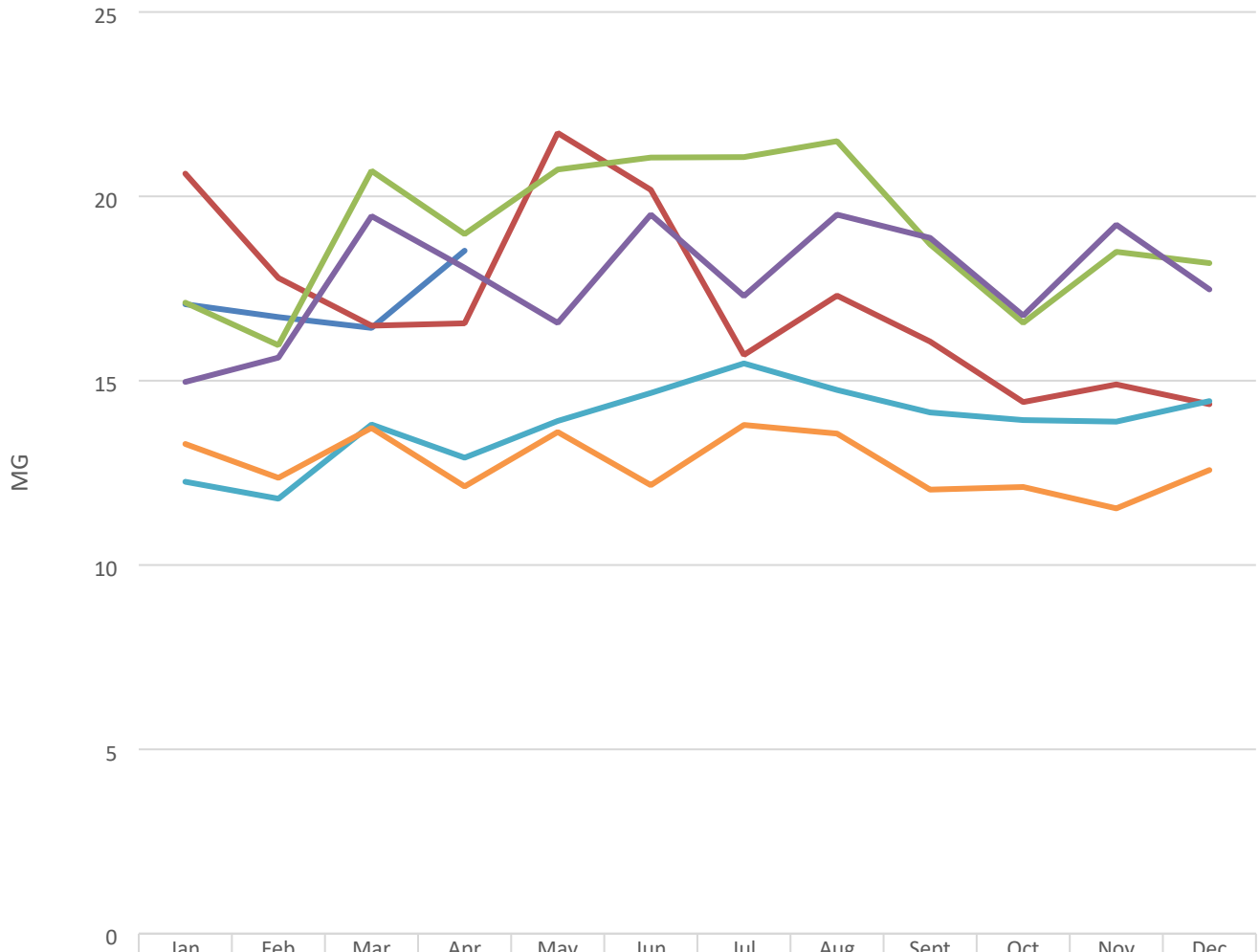
Phenol Alkalinity: 0-2 mg/L Hardness: 135 – 150 mg/L (Higher hardness is due to running # 2 L.S. well pulling water from deeper part of the aquifer)

Free Chlorine: 0.85-1.10 mg/L

Training Hours



Monthly Influent MG



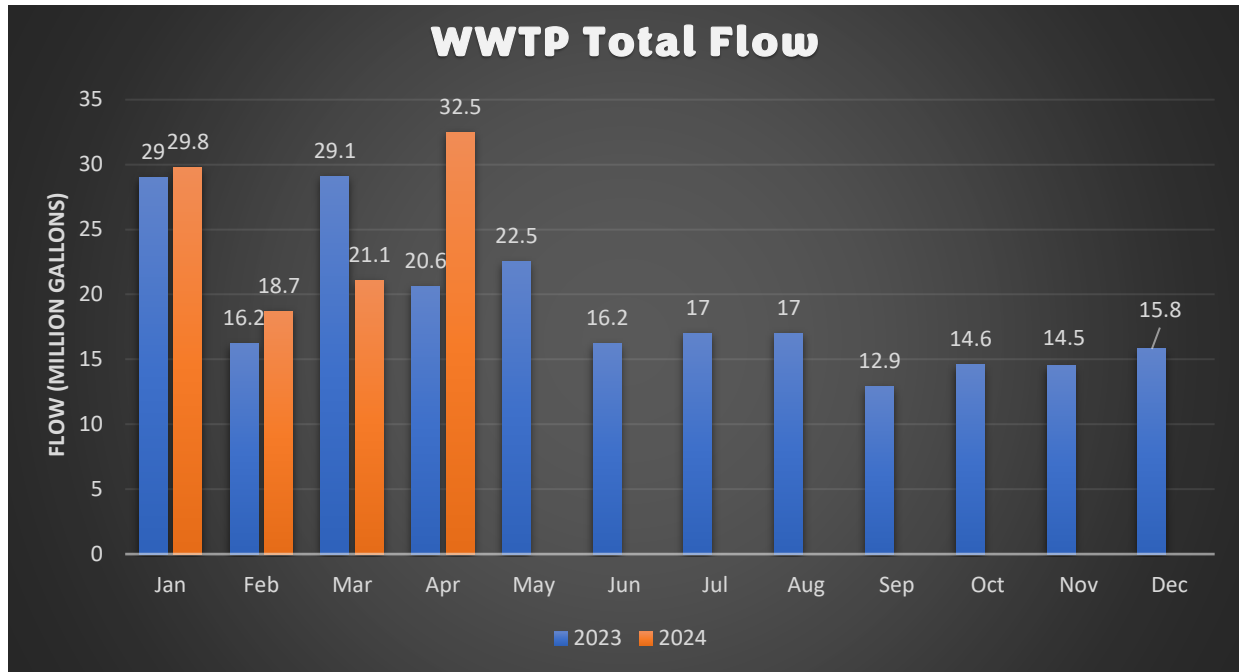
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
2024	17.074	16.725	16.431	18.526								
2023	20.616	17.786	16.492	16.556	21.719	20.176	15.698	17.307	16.061	14.42	14.898	14.362
2022	17.116	15.962	20.692	18.977	20.728	21.052	21.065	21.496	18.696	16.569	18.495	18.189
2021	14.966	15.626	19.463	18.063	16.567	19.506	17.295	19.504	18.873	16.765	19.23	17.475
2020	12.258	11.799	13.81	12.911	13.907	14.666	15.468	14.748	14.138	13.931	13.889	14.446
2019	13.283	12.365	13.718	12.132	13.607	12.167	13.799	13.565	12.045	12.116	11.536	12.576

Months

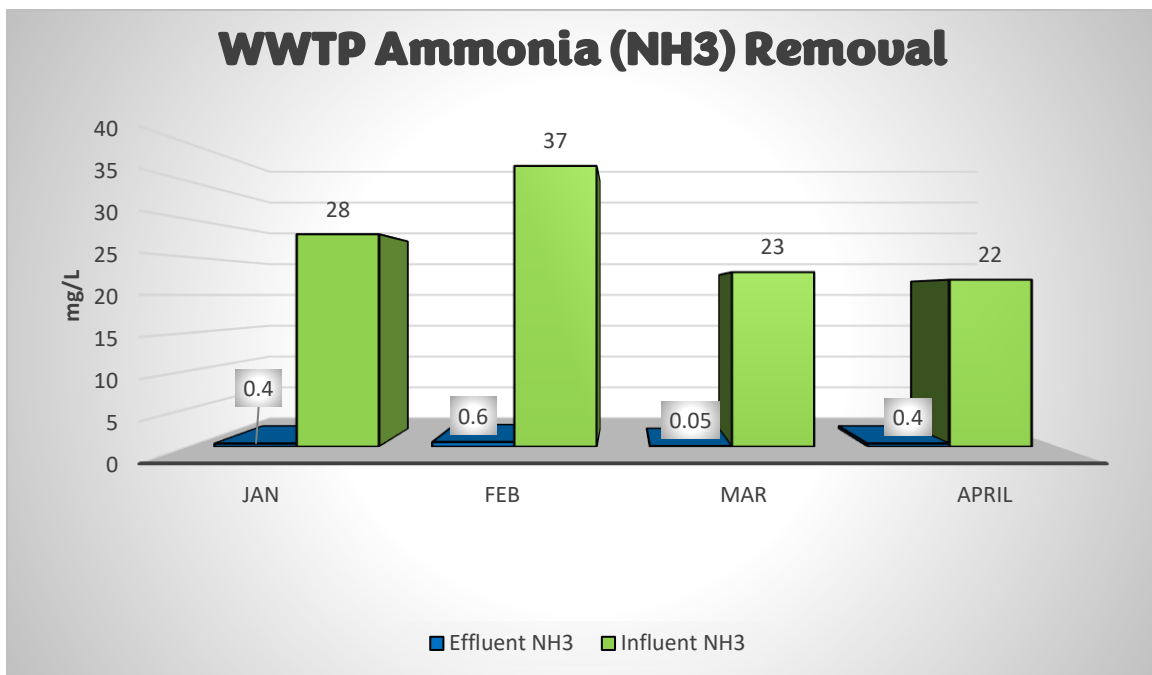


April 2024

Sewer Council Report



Plant Efficiency Charts

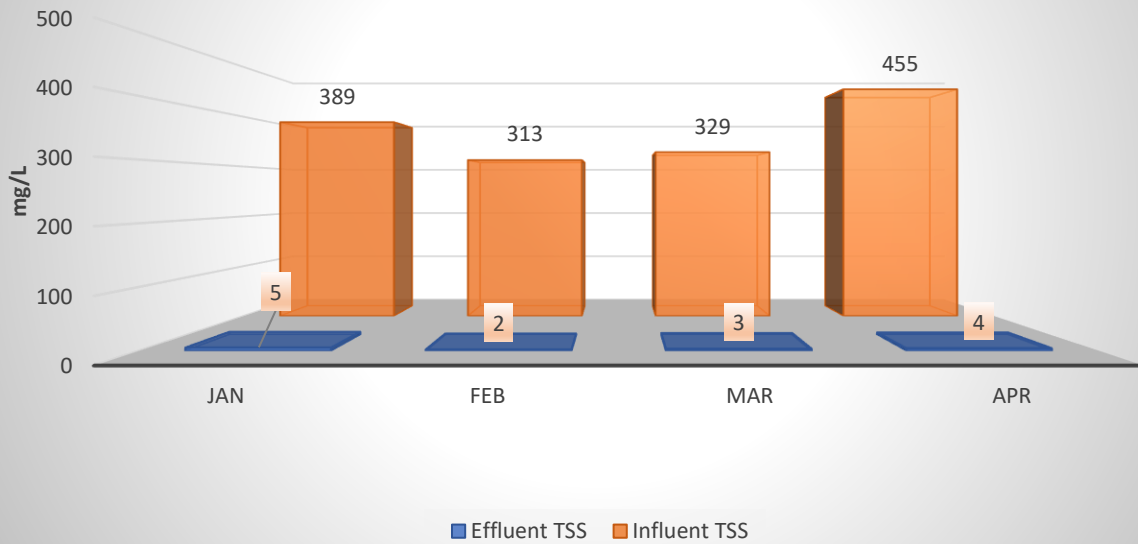


Average % of NH₃ removed for the month = **98%**

Discharge Limitations

Weekly- 3.9 mg/L
Monthly- 2.6 mg/L

WWTP Total Suspended Solids Removal

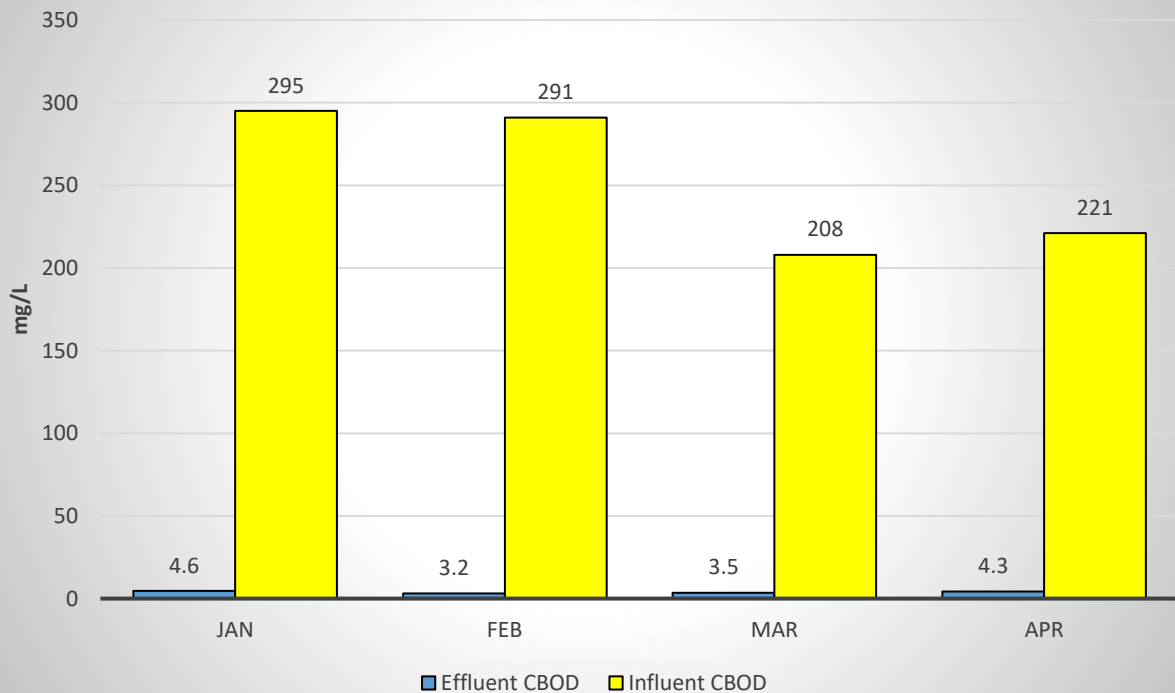


Average % of TSS removed for the month = **99%**

Discharge Limitations

Weekly- 18 mg/L
Monthly- 12 mg/L

WWTP CBOD Removal



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

Discharge Limitations

Weekly- 15 mg/L
Monthly- 10 mg/L

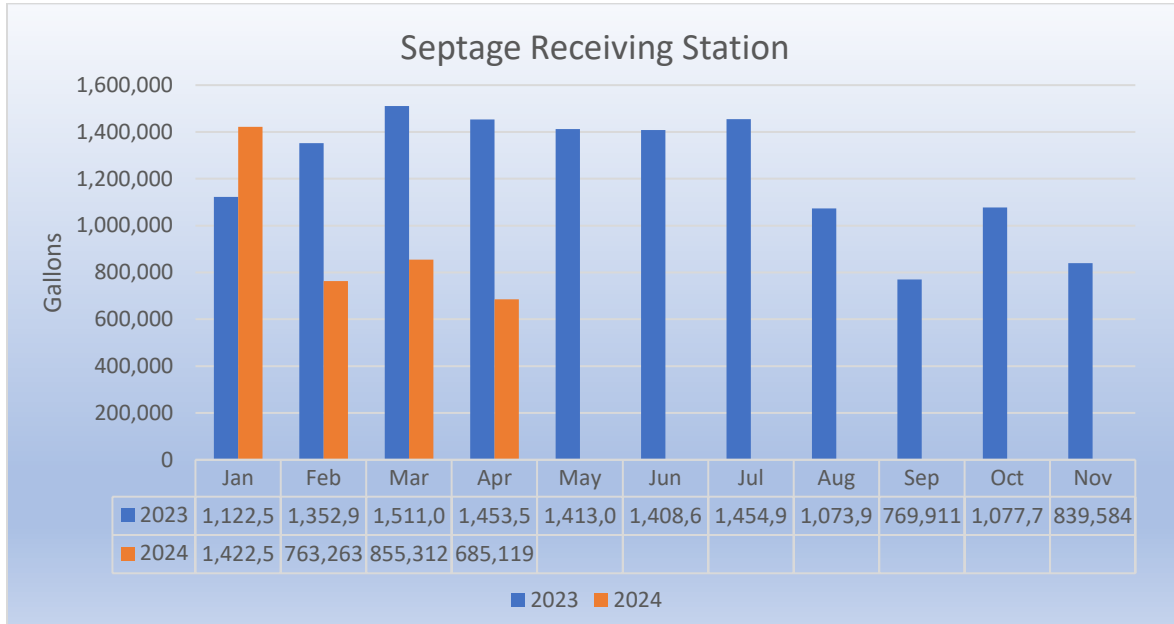
Work Highlights

- Sewer Inspections
 - o 1 new build inspection
- Amount of sludge pressed (dewatered) – 550,884 gallons
- Routine plant operations and preventative maintenance
- Agri-Sludge completed hauling the first round of biosolids
- Installed UV disinfection bulbs for the 2024 E. coli monitoring season

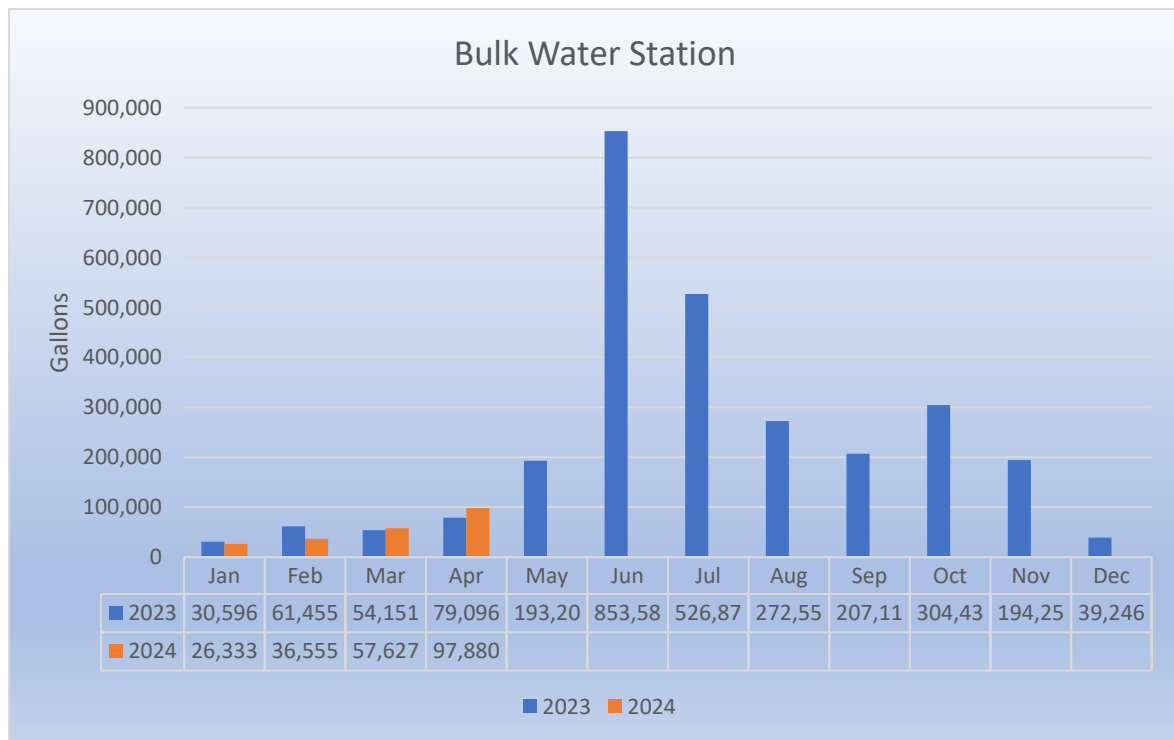


BULK SEWER & WATER

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.





Street Department Report

April 2024

CITY OF JOHNSTOWN, OHIO

City of Johnstown
Administrative Offices



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

Misc.

- Equipment maintenance, cleaning, and repairs
- Sign repair/replacement (as needed)
- Replaced sign post and signs at concord east exit
- replaced all the rubber on the street sweeper suction head
- replaced 4 light and ballast in leafy dell 273 stone hedge, eagles nest, butternut cove, eagles nest and autumn leaves way, leafy dell rd light by the apartment entrance
- replaced no parking sign in the entrance of concord east
- replaced photo eye in leafy dell, replaced lights and ballast at 140 tyler pl, 336 central station and 432 tyler station dr
- painted a room at mani building
-

Street Maintenance

- street sweeping
- 4 ton of hot mix patched 37, pratt, commerce, kasson, liberty, williams
- Cut, tore out and replaced bad spot on oregon st

Water Maintenance

- fixed water break on beuna vista
-
-
-

Stormwater Maintenance

- Inlet cleaning

Park Maintenance

- Trash pickup (weekly)
- Trail head toilet checked and cleaned (weekly)
- Mowed all parks, lift stations

Sewer Maintenance

2024

HOURS WORKED	0	Road Maint.	Park Maint.	Sewer Maint.	Locates	Water Maint.	Sign repair	Equipment repairs	Storm sewer
	January	300	20	20	0	120	8	20	20
	February	320	20	0	0	80	16	40	60
	March	260	80	0	0	60	24	60	60
	April	300	120	0	0	40	16	40	40
	May								
	June								
	July								
	August								
	September								
	October								
	November								
	December								

TYPE OF WORK

January February March April May June
July August September October November December

Service Directors Report

5/2/2024

- 1) Water Plant Update – Meeting with CMAR (Bowen) toured plant to look at rehab work to help formulate GMP for the work estimate. Met with Mike G (Jacob's engineering) to discuss options for water plant.
- 2) Wastewater Plant Update – Met with Bowen 4/3/2024 to discuss wastewater plant upgrade options. Had a press tour with a client of Structure Point Engineering. Agri hauling Removed Bio-Solids.
- 3) East Jersey Project - Ready to except the road.
- 4) Pulte Housing Project – As – Built maps are in waiting on a new pump for the lift station.
- 5) Concord Crossing East – Had meeting with Mike Reeves, Mike Keller and Sean to discuss storm water issues at the back of the development.
- 6) Coughlin Apartments – No work being done at this time.
- 7) Tower inspection completed – Inspection went very well.
- 8) Worked with John Maar (EMH&T) cleaning up city specs in water department.
- 9) Johnstown CCR completed.



RESOLUTION 2024-17

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN
INTERGOVERNMENTAL AGREEMENT WITH THE LICKING COUNTY
TRANSPORTATION IMPROVEMENT DISTRICT**

WHEREAS, Johnstown and the Licking County Transportation Improvement District (LCTID), in conjunction with Licking County Engineer's Office (LCEO) and the Ohio Department of Transportation or "ODOT", have recognized that it is a priority to engage and cooperate to the greatest extent practical, in the development of the transportation improvement project known as the "*State Route 37 & US Route 62 Intersection Improvements Project*", with the purpose, at this time, being to study the intersection of State Route 37 & US Route 62 to determine what improvements may be implemented with the result of said study to provide recommendations as to short, medium and long term improvements for said intersection; and

WHEREAS, The Project was incorporated into the LCTID Program, pursuant to ORC Section 5540.03(A)(4) and related ORC sections and designated by action of the LCTID Board of Trustees, and the Parties intend for the LCTID to manage and administer the Project work, in conjunction with JOHNSTOWN, with funding required for the Project to be provided for through revenue sources available by and through JOHNSTOWN and ODOT; and

WHEREAS, The LCTID secured reimbursement-based grant funding for the Project through ODOT. Per the terms of the ODOT Grant Agreement, the LCTID intends to provide the ODOT Funding as part of this joint effort, to assist in advancing and funding the Project Study Work. However, the ODOT Grant Funding is awarded to the LCTID on a reimbursement basis and JOHNSTOWN intends to provide an advance of funding to the LCTID, in the amount of \$115,000.00 as is required by the LCTID to commence the Project Study Work and to pay for Project Cost Items, and for accessing the ODOT Grant Funding, for which the LCTID will seek reimbursement of related Project costs.

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 Intergovernmental Agreement with the Licking County Transportation Improvement District (LCTID) with the purpose, at this time, being to study the intersection of State Route 37 & US Route 62 to determine what improvements may be implemented.

Section Two: It is found and determined that all formal actions of this City Council, concerning and relating to the recommendation of adoption of this Resolution, were approved in an open meeting of this City Council, and that meetings resulted in such formal action where meetings were 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.

Resolution 2024-17

Date of Introduction/Public Hearing/Vote: May 7, 2024

By: _____

Mayor Donald Barnard

ATTEST TO:

APPROVED AS TO FORM:

Teresa Monroe, Clerk of Council

Yazan Ashrawi, Law Director

DRAFT

**INTERGOVERNMENTAL
AGREEMENT 2024-02**

By and Between

THE CITY OF JOHNSTOWN, LICKING COUNTY, OHIO

And

THE LICKING COUNTY TRANSPORTATION
IMPROVEMENT DISTRICT

[State Route 37 & US Route 62 Intersection Improvements Project: Project Study
Work]

INTERGOVERNMENTAL AGREEMENT 2024-02

This Intergovernmental Agreement 2024-02 (this “Agreement”) is made and entered into on the date last executed below (the “Effective Date”), by and between the CITY OF JOHNSTOWN, OHIO (“JOHNSTOWN”), a political subdivision located in Licking County Ohio and pursuant to its Charter and Ordinances and, the LICKING COUNTY TRANSPORTATION IMPROVEMENT DISTRICT, a transportation improvement district and a body both corporate and politic created pursuant to ORC Chapter 5540 (the “LCTID”).

Recitals:

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

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

C. JOHNSTOWN and the LCTID, in conjunction with Licking County Engineer’s Office (“LCEO”) and the Ohio Department of Transportation or “ODOT”, have recognized that it is a priority to engage and cooperate to the greatest extent practical, in the development of the transportation improvement project known as the “*State Route 37 & US Route 62 Intersection Improvements Project*” (referred to herein as the “*State Route 37 & US Route 62 Intersection Improvements Project*” or the “Project”), with the purpose, at this time, being to study the intersection of State Route 37 & US Route 62 to determine what improvements may be implemented with the result of said study to provide recommendations as to short, medium and long (SML) term improvements for said intersection (the “Project Study Work”).

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

E. The LCTID secured reimbursement-based grant funding for the Project through ODOT, as set forth in the ODOT Grant Agreement (as hereinafter defined). Per the terms of the ODOT Grant Agreement, the LCTID intends to provide the ODOT Funding (as hereinafter defined), as part of this joint effort, to assist in advancing and funding the Project Study Work. However, the ODOT Grant Funding is awarded to the LCTID on a reimbursement basis and JOHNSTOWN intends to provide an advance of funding to the LCTID, in the amount of \$115,000.00 (the “JOHNSTOWN Advance” as hereinafter defined), as is required by the LCTID to commence the Project Study Work and to pay for Project Cost Items (as hereinafter defined), and for accessing the ODOT Grant Funding, for which the LCTID will seek reimbursement of

related Project costs.

F. It is acknowledged and agreed by the Parties that the LCTID will administer and manage the Project Study Work, in coordination and in conjunction with JOHNSTOWN, the LCEO and, as appropriate, ODOT, including, but not limited to, the retention of a qualified consultant(s) to provide necessary study services to complete the Project Study Work, estimated to be in the amount of \$ [REDACTED], utilizing the JOHNSTOWN Advance.

G. It is further acknowledged and agreed to by the Parties that as the Project Study Work proceeds and future Project plans and costs are developed, the Parties will coordinate and collaborate to consider advancing additional phases of the Project work as may be deemed practical and feasible, which the Parties intend will be facilitated through future amendments to this Agreement or such other documents and agreements as required, subject to the requisite approval of the Parties' respective legislative bodies.

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

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

Article I Definitions; Construction

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

"Agreement" means this Intergovernmental Agreement, as the same may be amended from time to time.

"Business Day" means any day other than a Saturday, Sunday, or legal holiday.

"Day" means a calendar day, unless specifically designated as a Business Day.

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

"JOHNSTOWN Advance" means JOHNSTOWN'S commitment to deliver funding, in the amount of \$115,000.00, to the LCTID required to pay for Project Cost Items for the Project Study Work, to be provided to the LCTID from available revenue sources, on or before the Payment Date of [REDACTED], 2024. The LCTID will repay this advance amount

to JOHNSTOWN on or before January 30, 2027.

“LCTID Management Fee” means the management fee in the amount \$10,000.00, which shall be payable to the LCTID as part of the Project Cost Items for administering and managing the Project Study Work and which is included as part of the JOHNSTOWN Advance.

“ODOT Funding” means funding specifically allocated to the LCTID by ODOT pursuant to LCTID Grant Agreement No. 39506, in the maximum amount of \$1,000,000.00, for eligible Project Costs and for use, on a reimbursement basis per the ODOT Grant Agreement, on file with the LCTID and ODOT.

“ODOT Grant Agreement” means the ODOT Grant Agreement No. 39506 dated January 9, 2024, entered into between ODOT and the LCTID and procured by the LCTID through ODOT’s Silicon Heartland Regional Transportation Projects program, providing for ODOT funding in the maximum amount of \$1,000,000.00 for eligible Project Cost Items, in the form on file with the LCTID and ODOT.

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

“Payment Date” means the date of [REDACTED], 2024, the due date for payment by JOHNSTOWN to the LCTID of: 1.) the JOHNSTOWN Advance, in the amount of \$115,000.00, and 2.) the TID Management Fee in the amount of \$10,000.00, for a total amount of \$125,000.00, which the LCTID requires before it can proceed to authorize and commence the Project Study Work.

“Project” means the State Route 37 & US Route 62 Intersection Improvements Project and has the meaning given to such term in Recital C. and as further described and delineated in plans and documents on file with the LCTID and JOHNSTOWN.

“Project Cost Item” or “Project Cost Items” means, for purposes of this Agreement, costs of the Project Study Work activities, services and/or work items, including the LCTID Management Fee, to facilitate and complete the Project Study Work.

“Project Study Work” means certain Project work, including studying the intersection of State Route 37 & US Route 62 to determine what improvements can be implemented with the result of said study to provide recommendations stratified into short, medium and long (SML) term improvements with said study services to be performed and managed by and through the LCTID, in cooperation with the LCEO, as more specifically set forth and per documents, and plans on file with the LCTID developed for performance of this work, with the cost of the Project Study Work currently estimated to be in the amount of \$ [REDACTED] to be funded from the JOHNSTOWN Advance and the ODOT Grant.

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

“State” means the State of Ohio.

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

Section 1.02. References to Parties. Any reference in this Agreement to JOHNSTOWN, or the LCTID, or to any members or officers of JOHNSTOWN, or the LCTID, includes those entities or officials succeeding to their functions, duties or responsibilities pursuant to or by operation of law or lawfully performing their functions.

Section 1.03. Statutory References. Any reference in this Agreement to a section or provision of the Constitution of the State, or to a section, provision, or chapter of the ORC shall include such section, provision, or chapter as modified, revised, supplemented, or superseded from time to time; provided, however, that no amendment, modification, revision, supplement, or superseding section, provision, or chapter shall be applicable solely by reason of this Section if it constitutes in any way an impairment of the rights or obligations of JOHNSTOWN, or the LCTID under this Agreement.

Section 1.04. Adverbs; Other References. Unless the context indicates otherwise, the terms “hereof,” “hereby,” “herein,” “hereto,” “hereunder,” and similar terms used in this Agreement refer to this Agreement; and, unless otherwise indicated, references in this Agreement to articles, sections, subsections, clauses, exhibits, or appendices are references to articles, sections, subsections, clauses, exhibits, or appendices of this Agreement.

Section 1.05. Number and Gender. All terms and words used in this Agreement, regardless of the number and gender in which they are used, shall be deemed and construed to include any other number (singular or plural) and any other gender (masculine, feminine, or neuter) as the context or sense of this Agreement or any article, section, subsection, or clause herein may require, the same as if such words had been fully and properly written in the appropriate number and gender.

Section 1.06. Captions. The captions or headings at the beginning of each article and section of this Agreement are merely guides or labels for the convenience of the Parties to assist in identifying those articles and sections, are not intended to be a part of the context of this Agreement, and shall not be deemed to modify, to explain, to enlarge, or to restrict any of the provisions hereof.

Section 1.07. Ambiguity. The Parties have participated jointly in the negotiation and drafting of this Agreement. Should any ambiguity or question of intent or interpretation arise with respect to any provision of this Agreement, including any exhibit hereto, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring either Party by virtue of the authorship of any of the provisions of this Agreement.

Section 1.08. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law; but, if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

Article II Scope of Agreement

Section 2.01. Cooperation and Consent. The LCTID and JOHNSTOWN acknowledge and agree that the Parties shall cooperate to the greatest extent practical in the development, funding and construction of the Project, which will contribute to the improvement of the prosperity, health, safety, and welfare of all of the people of JOHNSTOWN and the County, and, furthermore, JOHNSTOWN expressly consent and approve of the LCTID's administration and management of the Project Study Work pursuant to the exercise of its powers and authority pursuant to ORC Chapter 5540 and related sections, in conjunction with JOHNSTOWN and the LCEO, as determined by the LCTID to be necessary and appropriate for the Project and consistent with the terms and conditions of the Agreement.

Section 2.02. General Agreement Regarding Funding and Project Study Work. JOHNSTOWN and the LCTID acknowledge and agree as follows:

- (a) JOHNSTOWN explicitly agrees to remit the JOHNSTOWN Advance to the LCTID, in the amount of \$115,000.00, to aid in initiating and funding the Project Study Work and pay for the Project Cost Items and, accordingly, make payment of both the JOHNSTOWN Advance, as well as the TID Management Fee, in the amount of \$10,000.00 to the LCTID on or before [REDACTED], 2024.
- (b) The LCTID explicitly agrees to:
 - i) administer and manage the Project Study Work, in coordination and collaboration with JOHNSTOWN the LCEO and, as appropriate, ODOT and perform all the related responsibilities thereby required or appropriate, including, but not limited to, the management, administration and performance of activities required, including, in consultation with NEWARK, the retention of a qualified consultant services firm(s) so as to complete and deliver the Project Study Work, however, the LCTID's obligation relative to retention of the aforementioned consultant services firm(s) and otherwise, so as to complete and deliver the Project Study Work, is expressly conditioned upon the receipt by the LCTID of the JOHNSTOWN Advance and TID Management Fee by the Payment Date.
 - ii) only utilize the funds pledged in (a) above for the Project Cost Items and will allocate those funds so designated for the Project Study Work further in accordance with Section 2.03 below.
- (c) In the event the LCTID does not receive the payment due by the Payment Date, pursuant to (a) above, the LCTID will immediately notify JOHNSTOWN in writing, by both facsimile transmission and via electronic mail, that it has not made this payment and that the payment is due immediately.
- (d) The LCTID further agrees to repay to JOHNSTOWN, on or before January 30, 2027, the amount of the JOHNSTOWN Advance received by the LCTID. The LCTID shall direct said reimbursement payment to such account as instructed, in

writing, by JOHNSTOWN. JOHNSTOWN shall provide the LCTID with such instructions within 15 business days of the execution of this Agreement.

Section 2.03. Application of the JOHNSTOWN Advance.

- (a) The LCTID will apply the JOHNSTOWN Advance for the sole purpose of paying Project Cost Items as set forth herein and to utilize the JOHNSTOWN Advance to access the reimbursement-based ODOT Grant Funding and to apply those available funds towards the Project and the LCTID's obligations and responsibilities in connection with the Project Study Work and Project Cost Items, and in accordance with ORC Chapter 5540 and other applicable law and agreements.
- (b) The Project funding shall be deposited and maintained in a Project account as established by the LCTID and will be accounted for in accordance with all applicable laws, agreements, and accepted accounting standards.
- (c) The Parties acknowledge and agree: (1) that the JOHNSTOWN Advance constitutes a specific commitment of Project funding by JOHNSTOWN; and (2) that the LCTID is relying upon the Project funding commitment to facilitate and complete the Project Study Work, and will utilize the Project funding solely to pay for the Project Cost Items.

Section 2.04. Relationship of the Parties.

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

respect to matters not specifically addressed in this Agreement.

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

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

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

Article III Representations and Further Agreements

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

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

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

- (a) it is the duly constituted and duly elected governing body of JOHNSTOWN under the laws of the State;

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

Section 3.03. Good Faith and Fair Dealing. The Parties hereby acknowledge that this Agreement imposes upon each of them a duty of good faith and fair dealing in its implementation.

Section 3.04. Notice of Disagreement. The Parties acknowledge and agree that the performance of certain of the agreements contained herein is to be undertaken in a mutual and cooperative fashion, and, to ensure such cooperative effort, each Party agrees promptly to notify the other of disagreements arising hereunder and to act in good faith to promptly resolve such disagreements.

Section 3.05. Assignment. No Party may assign this Agreement, in whole or in part, voluntarily or involuntarily, by operation of law, or otherwise, without the prior written consent of the other Party, which consent shall not unreasonably be withheld.

Section 3.06. Amendment; Waiver. This Agreement may not be modified, altered, amended, or discharged, or any rights hereunder waived, except by an instrument in writing executed by all Parties. No waiver of any term, provision, or condition of this Agreement, in any one or more instances, shall be deemed to be, or construed as, a further or continuing waiver of any such term, provision, or condition or as a waiver of any other term, provision, or condition of this Agreement.

Article IV Term; Remedies

Section 4.01. Term. This Agreement shall become effective on the Effective Date. Unless sooner terminated pursuant to the other provisions of this Agreement, the term of this Agreement shall be for the period from and after [REDACTED], 2024 to and including December 31, 2026 (the "Term").

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

Article V Miscellaneous

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

Section 5.02. Notices.

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

The Licking County Transportation Improvement District
c/o Jared Knerr, P.E., P.S.
20 S. Second Street
Johnstown, OH 43055
Facsimile: (740) 670-5295
Email: jknerr@lcounty.com
- (c) All notices to be given to JOHNSTOWN pursuant to this Agreement shall be sent to the JOHNSTOWN at the following address:

City of JOHNSTOWN
Attention: Sean Staneart, City Manager
599 S. Main Street
Johnstown, Ohio 43031
Email: sstaneart@johnstownohio.org
- (d) Any Party may at any time change its address and/or facsimile number for such notices, requests, demands, or statements by giving the other Parties written notice

thereof in accordance Section 5.02(a) hereof.

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

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

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

Section 5.06. Counterparts; Facsimile Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. It shall not be necessary in proving this Agreement to produce or account for more than one of those counterparts. The Parties further agree that facsimile signatures and signatures provided electronically in .pdf format by the Parties shall be binding to the same extent as original signatures.

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

LCTID:
THE LICKING COUNTY
TRANSPORTATION IMPROVEMENT
DISTRICT

By: _____
Secretary-Treasurer

JOHNSTOWN:
THE CITY OF JOHNSTOWN, OHIO

By: _____
City Administrator

By Ordinance No. _____ dated _____, 2024
Verified and Certified:

Clerk of Council

Approved as to Form:

[REDACTED]
City Director of Law

FISCAL OFFICER'S CERTIFICATE

The undersigned, fiscal officer of the City of JOHNSTOWN, Licking County, Ohio (the "City"), hereby certifies that the moneys required (if any) to meet the obligations of the City for the year 2024 under the foregoing Agreement have been lawfully appropriated and are in the treasury of the City or are in the process of collection to the credit of an appropriate fund free from any previous encumbrances. This Certificate is given in compliance with ORC § 5705.41.

Dated: _____, 2024

Fiscal Officer, City of JOHNSTOWN, Ohio

FISCAL OFFICER'S CERTIFICATE

The undersigned, Fiscal Officer for the Licking County Transportation Improvement District (the "LCTID"), hereby certifies that the funds required (if any) to meet the obligations of the COUNTY for the year 2024 under the foregoing Agreement have been lawfully appropriated and are in the treasury of the LCTID or are in the process of collection to the credit of an appropriate fund free from any previous encumbrances.

Dated: _____, 2024

Secretary-Treasurer,
Licking County Transportation Improvement District



RESOLUTION 2024-18

**AN ORDINANCE ESTABLISHING AND AMENDING CERTAIN FEES FOR
PLANNING AND ZONING SERVICES PROVIDED BY THE CITY OF
JOHNSTOWN AND SETTING ASIDE ALL OTHER FEES PREVIOUSLY
ESTABLISHED**

WHEREAS, it is the intent of the City Council to have planning and zoning applicants pay for the cost of said planning and zoning services and not the City of Johnstown taxpayers; and

WHEREAS, as stated in Section 1127.09, Council, by resolution, shall establish a schedule of fees, charges and expenses and a collection procedure for Zoning Certificates, Certificates of Compliance and other matters pertaining to this Zoning Ordinance. The schedule of fees shall be posted in the office of the Zoning Inspector and may be altered and amended only by Resolution of Council; and

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

Section 1. City Council herein approves the following fee schedule; added fees are **highlighted**, deleted fees are ~~struck~~

2024 Planning & Zoning Department Fee Schedule

Lot Split	\$100 plus \$50 per new lot created by lot split
Preliminary Plat	\$1,500 plus \$200 per lot (single family) OR \$2000 plus \$100 per acre or partial acre (non-single-family) subdivision plat
Final Plat	\$2,000 plus \$200 per lot (single family) OR \$1,000 plus \$100 per acre or partial acre (non-single-family) subdivision plat
Re-plat	\$300 plus cost of postage and advertising*
Street, Storm water, Sanitary and Water Plan Review and Inspection	\$7,500 initial deposit plus costs incurred for review and inspection
Commercial Site Plan Review & Inspection	\$7,500 initial deposit plus costs incurred for review and inspection
Conditional Use	\$500 plus cost of postage and advertising*
Variance (single family)	\$250 plus cost of postage and advertising*
Variance (non-single family)	\$500 plus cost of postage and advertising*
Non-Conforming Use (single family)	\$600 plus cost of postage and advertising*
Non-Conforming Use (non-single family)	\$600 plus cost of postage and advertising*
Zoning Map Amendment	\$600 plus cost of postage and advertising*
Zoning Text Amendment	\$600 plus cost of postage and advertising*
Zoning Appeal	\$200 \$350 plus the cost of postage and advertising *
Home Occupation	\$200 plus cost of postage and advertising*

Zoning Certificate (REQUIRED for all new construction [including garages], additions or modifications to or change of use of ANY structure)	\$100(single family) OR \$200 (non-single family)
Preliminary Planned Unit Development Plan	\$2,000 plus \$200 per lot (single family) OR \$750 plus \$200 per acre or partial acre (non-single-family) subdivision plat
Final Planned Unit Development Plan	\$2,000 plus \$200 per lot (single family) OR \$1,000 plus \$200 per acre or partial acre (non-single-family) subdivision plat
Improvements Inspection for Planned Unit Developments	\$7,500 initial deposit plus costs incurred for review and inspection
Certificate of Appropriateness	\$300 Major Environmental Change \$300
	Major Environmental Change - Sign \$75
	Minor Environmental Change \$100
Design Plan	\$300
Occupancy Certificate (single family)	\$125
Occupancy Certificate (multiple family)	\$150 per unit
Occupancy Certificate (all others)	\$250
Sign Permit	\$150 plus \$0.50 per sq ft of sign facing
Temporary Sign Permit	\$50 (which includes a \$25 refundable deposit if the sign is timely removed)
Garage Sale Permit	\$5 per day - limited to three (3) sales per year at any given address
Fence Permit	\$50 (single family) OR \$100 (non-single family)
Curb Cut	\$50 (single family) OR \$100 (non-single family)
Sidewalk	\$50 (single family) OR \$100 (non-single family)
Sidewalk Sign	\$30
Deck (Residential)	\$50
Deck (Non-Residential)	\$200
Shed (Residential)	\$50
Shed (Non-Residential)	\$200
Site Drainage Review & Inspection Fee	\$0.20 per sq ft of impervious surface area on site
Pool Permit (Residential)	\$50
Re-Inspection (all types)	\$75
Permit Modification (all types)	\$50
Flood Development Permit	\$300 plus \$10 per acre or partial acre
Demolition Permit (non-single family)	\$1,000 per structure (which includes a \$500 refundable deposit, if requested, following inspection to ensure lot is timely restored to green space)
Demolition Permit (single family)	\$700 per structure (which includes a \$500 refundable deposit, if requested, following inspection to ensure lot is timely restored to green space)

Maps	\$5 per copy
Zoning Code	\$25 per copy
Annexation Review	\$25 per acre or partial acre proposed to be annexed
Temporary Use Permit (unpaved/non developed site)	\$1500 per half acre
Temporary Use Permit (currently paved/developed site)	\$750 per half acre

Section 2. Any resolution or portion thereof in conflict with the provisions of this resolution is hereby repealed.

Section 3. It is found and determined that all formal actions of this City Council concerning and relating to the recommendation of adoption of this Resolution were approved in an open meeting of this City 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 for the CITY OF JOHNSTOWN

Date of Introduction/Public Hearing/Vote: May 7, 2024
Effective:

By: _____

Donald Barnard, Mayor

ATTEST TO:

APPROVED AS TO FORM:

Teresa Monroe, Clerk of Council

Yazan Ashrawi, Law Director