



Regular Council Meeting
Tuesday, March 4, 2025 - 6:30 PM
AGENDA

1. Call to Order
2. Roll Call
3. Invocation
4. Pledge of Allegiance
5. Approval of Agenda
6. Proclamation - Developmental Disabilities Awareness Month March 2025
 - a. Proclamation
7. Action on Minutes
 - a. February 10, 2025 Special Joint meeting
 - b. February 18, 2025
8. Citizen comments on matters not on the agenda
9. Council Committee reports
 - a. **Planning & Zoning:** Met 2/25/25; Next 3/11/25 @ 6:30 pm council chambers
 - b. **Design Review Board:** 2/25/25 canceled; Next 3/11/25 @ 5:00 pm council chambers
 - c. **Design Guidelines Steering Committee (Ad Hoc):** Met 3/3/25 @ 5:30 pm council chambers
 - d. **Safety & Service:** 3/4/25; Next 4/1/25 @ 5:30 pm council chambers
 - e. **Finance:** Next 3/18/25 @ 5:30 pm council chambers
10. Director Reports
 - a. Service Departments; Water, Sewer, Streets, Service Director Report
11. Tabled Legislation - None
12. Public Hearings of Legislation
 - a. **RESOLUTION 2025-08** A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT FOR THE PURCHASE OF PROPERTY
 - b. **RESOLUTION 2025-09** A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A NON-ANNEXATION AGREEMENT
13. Introduction of Legislation - None
14. Other Business
15. Adjourn

Next Council Meeting March 18, 2025

Proclamation

Developmental Disabilities Awareness Month MARCH 2025

Whereas: People with developmental disabilities are a valuable part of our community. They contribute to our economy, are dedicated volunteers and valued friends and family members; and

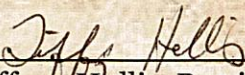
Whereas: All people regardless of ability deserve equal access to opportunities and the ability to live fulfilling lives as independently as possible — with dignity; and

Whereas: The Licking County Board of Developmental Disabilities (known as LCBDD) encourages all residents, businesses, and organizations to embrace inclusion, provide opportunities for people with developmental disabilities, and to create a welcoming environment for all; and

Whereas: It is essential that county residents come together to break down societal barriers, challenge misconceptions, and continue to advocate for policies, practices and spaces that are more inclusive and accessible for people of all abilities.

Therefore, I, Tiffany Hollis, on behalf of Johnstown City Council, do hereby proclaim **March, 2025** as **DEVELOPMENTAL DISABILITIES AWARENESS MONTH** and present this proclamation to the Licking County Board of Developmental Disabilities, on behalf of the more than 2,600 people they support.

During this month, we encourage all residents to get to know LCBDD and the resources it provides to members of our community. Celebrating the accomplishments of people they support can further inspire us to raise awareness, learn about the challenges faced by people with developmental disabilities, and take action to promote inclusion and respect for all people.



Tiffany Hollis, President
Johnstown City Council
March 4, 2025





Special City Council & Joint Meeting of Johnstown-Monroe Board of Education
Monday, February 10, 2025 - 5:00 PM
MINUTES

1. Opening of Meeting
School Board President, Mr. Swauger, opened the meeting with a moment of silent prayer.
2. Board of Education Call to Order & Roll Call
All members present; Mr. Swauger, Mrs. Davis, Mr. Benton, Mrs. Booher, Mrs. Thomas
3. BOE Executive Session: Consideration of the purchase of property for public purposes
A motion to enter Executive Session carried 5-0. The board returned to Regular Session at 5:43 pm.
4. City Council Call to Order & Roll Call
Mayor Donald Barnard called to Order the City of Johnstown Special Council Meeting for February 10, 2025 at 5:43 PM.

Present - Mayor Donald Barnard, Wesley Kobel, Jeff Barr, Bob Orsini, Ryan Green,
Absent - Tiffany Hollis

Staff present - Sean Staneart - City Manager, Jack Liggett - Service Director, Teresa Monroe - Clerk of Council
5. Pledge of Allegiance
6. Approval of City Council Agenda
ACTION: Bob Orsini moved to approve, striking item five (invocation); Dave Selan seconded and all were in favor.
AYES: Jeff Barr, Ryan Green, Donald Barnard, Wesley Kobel, Dave Selan, Bob Orsini
NOES: None
ABSTAIN: None

Passed 6 - 0
7. Approval of BOE Agenda
Two changes made; a motion to approve carried 5-0.
8. Citizen comments on matters not on the agenda
No public comments.
9. City of Johnstown Consideration of entering into a lease and purchase contract
City Manager Sean Staneart said they have gone back and forth on this a couple times; legislation was passed two weeks ago authorizing the City Manager to enter into a lease and sale of the administrative office building. Since that time there have been some revisions to the CAM, terms of the lease and the square footage. The final draft is before them tonight, changes are reflective of items discussed in the past two School District

Liaison committee meetings.

School Superintendent Dr. Wagner reviewed the conceptual plans for the building and the areas the school would be taking over responsibility for. He said these areas can be used for cheer-leading, wrestling and indoor batting. He highlighted that wrestling will now have restrooms and access to running water, which they currently do not have in the JYAA barn.

Mr. Green asked when the school might get a building similar, with a gymnasium. Dr. Wagner said the entire activity space should be up by next fall. Mr. Green asked about the schools north campus property, Dr. Wagner said they are still talking about different options, they have talked about an area for soccer, they don't have a true regulation size soccer field, they have also looked at some small restrooms, concession and stadium seating for the area. He said if they can all come together tonight, this is really another step forward for them in their long-range planning.

10. City Executive Session to consider the sale of property

ACTION: Mayor Barnard moved to enter Executive Session to consider the sale of property, to include city council members and the city manager; Dave Selan seconded and the vote was as follows:

AYES: Bob Orsini, Dave Selan, Mayor Barnard, Wesley Kobel, Jeff Barr

NOES: Ryan Green

ABSTAIN: None

Passed 5 - 1

City Council entered Executive Session at 5:55 pm and returned to Regular Session at 6:10 pm.

11. Public Hearings of Legislation

a. **RESOLUTION 2025-07** A RESOLUTION AMENDING THE EXHIBITS TO RESOLUTION 2025-04

Mayor Barnard said this is for the sale of the city building to the Johnstown Monroe School District.

Mr. Selan said that as an employee of the Johnstown Monroe School District, he would be abstaining.

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

ACTION: Mayor Donald Barnard moved to pass Resolution 2025-07 as written; Wesley Kobel seconded and the vote was as follows:

AYES: Mayor Barnard, Wesley Kobel, Jeff Barr, Bob Orsini

NOES: Ryan Green

ABSTAIN: Dave Selan - conflict of interest

Passed 4 - 1

12. BOE Action on Resolution 25-02-024 Real Estate Purchase Agreement and Lease Agreement of City Property

Mr. Benton moved to approve; Mrs. Davis seconded.

Dr. Wagner read through parts of the Resolution authorizing the lease and purchase agreement for real property located at 599 S. Main Street, Johnstown, Ohio 43031 for \$1.2 million.

No discussion by the board; motion carried 5-0 in favor of approval.

Mayor Barnard said this is a very historic day that the school district and the city can work together in such harmony. Dr. Wagner said they would be working on a press release and then they will begin executing their plans. Mr. Swauger said he really appreciates the work of the board members, this is the best for all students, parents and residents of the city and of the school district. He said getting this done and getting the ability to build an auxiliary gymnasium right on their campus, and not have kids walking throughout the village and across major roads to get to it is huge. He said the fact that they were able to work together and get this done is greatly appreciated. Mr. Benton said he also wanted to thank everyone, he knows it was a difficult decision, that this is not only for the students they have here today, but this is going to impact them for many, many years and really help them for a generation. Mr. Barr thanked the school board and said he too appreciates the collaboration.

13. Adjournment of Special City Council

ACTION: Donald Barnard moved to adjourn; Jeff Barr seconded and all were in favor.

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

NOES: None

ABSTAIN: None

Passed 6 - 0

The Special City Council meeting adjourned at 6:15 pm.

The Board of Education meeting continued.

Next Regular Council Meeting February 18, 2025



Regular Council
Tuesday, February 18, 2025 - 6:30 PM
MINUTES

1. Call to Order

Mayor Donald Barnard called to Order the City of Johnstown Regular Council Meeting for February 18, 2025 at 6:30 PM.

2. Roll Call

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

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

Public present - Nick Hubbell, Dennis Musgrave, D. Musgrave, Rebecca TayJohn, Hastings Simokton, Kathi Toth, Cyrus Dunaway, Boy Scout Troop 4020, Michael Miles Sr., Michael Miles Jr., Stephen Wallenberg, Tara Varley, Michelle Schackmann, Stacey Miller, Nicole Maxwell, Christy Strain, Kaiden Rosier, Chloe Nicks.

3. Invocation

Councilman Selan offered the invocation.

4. Pledge of Allegiance

The Pledge was led by Boy Scout Troop 4020.

5. Approval of Agenda

No changes.

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

Passed 7 - 0

6. Presentation; Share Table

Chloe Nicks, Johnstown High School Senior, attended to highlight "Share Table", her project to end food waste by donating extras to kids who want them and to her local food pantry.

7. Action on Minutes

a. January 21, 2025,

b. January 27, 2025 Special Joint meeting

ACTION: Bob Orsini moved to approve January 21 and 27 minutes as written; Wesley Kobel seconded and the vote was as follows:

AYES: Bob Orsini, Dave Selan, Ryan Green, Tiffany Hollis, Mayor Barnard, Wesley Kobel, Jeff Barr
NOES: None
ABSTAIN: None

Passed 7 - 0

c. February 4, 2025

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

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

NOES: None

ABSTAIN: Tiffany Hollis - absent

Passed 6 - 0

8. Citizen comments on matters not on the agenda

No comments.

9. Council Committee reports

- a. **Planning & Zoning:** Met 2/11/25; Next 2/25/25 @ 6:30 pm council chambers
Lot split on Benedict Drive was approved, a Conditional Use permit was tabled at the applicant's request, that will be back at the next meeting.

Mr. Barr asked for a recap on the lot split and expectations for the builder. Sean Staneart said the new development would have to be consistent with the other new development in that area, the provisions and conditions that were set forth were that they had to enter into the same deed restrictions set forth for the other newly built houses in that area. There will be three lots, they will be a little bit smaller but the concern of residents for the quality and style of the houses being equal or greater than what is being done there currently has been met. The property owner has agreed to put all of those deed restrictions in place on that property.

- b. **Design Review Board:** Met 2/11/25; Next 2/25/25 @ 5:00 pm council chambers
One application for Certificate of Appropriateness approved, design for the addition to the Johnstown Monroe High School.
- c. **Design Guidelines Steering Committee (Ad Hoc):** Met 2/5/25; Next 3/3/25 @ 5:30 pm council chambers
Committee has met three times now, members reviewed likes and dislikes for building materials, streetscapes and architecture as they work toward a draft of the Design Guidelines.
- d. **School District Liaison:** Met 2/7/25; Next as needed
- e. **Finance:** 2/18/25; Next 3/18/25 @ 5:00 pm council chambers
- f. **Safety & Service:** Next 3/4/25 @ 5:00 pm council chambers
- g. **Township Liaison Committee:** Next as needed

10. Director Reports

- a. Police Chief
Report included in the council packet for review. No questions asked.
- b. City Manager
Report included in the council packet for review. No questions asked.

11. Tabled Legislation - None

12. Public Hearings of Legislation

- a. **ORDINANCE 02-2025** AN ORDINANCE TO AMEND SECTION 1133.05 OF THE CITY'S CODIFIED ORDINANCES
Second reading. This streamlines a process for setbacks and allows administrative approval if under a ten percent threshold.

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

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

Passed 7 - 0

13. Introduction of Legislation - None

14. Other Business

- 1. Mr. Barr said it is nice to see Councilwoman Hollis back in action; other members concurred.
- 2. Mr. Green said if you haven't winterized your house yet, make sure you do so.
- 3. Mr. Selan gave a big shout out to the PTO, the school district and residents, the Harlem Wizards event was phenomenal, there was a huge turnout. Added that although the weather was bad, they had a really good turnout for the American Legion breakfast.
- 4. Mr. Staneart echoed Mr. Selan's comments on the Wizards event, there was a lot of energy in the room, great to see all of the people involved and having a good time, he is proud of Johnstown for showing up and for putting that together, kudos to the PTO. Added that the school musical, Sister Act, is coming up, tickets are going on sale.
- 5. Ms. Hollis asked about the water leak on US 62. Mr. Staneart provided a full update on events to date; said the leak has proven to be difficult, city and third-party leak detection have failed to locate it, they are trying to avoid digging a hole in the middle of 62. They have also used drone infrared and ground penetrating radar without success in finding the source of the leak. The latest breakthrough came last week, they believe an abandoned line to a house across the street is the source, they will be working to dig that out and find out.

15. Executive Session to discuss confidential business information of an applicant for economic development assistance

16. Executive Session to consider the purchase or sale of property

ACTION: Donald Barnard moved to enter Executive Session to discuss confidential business information of an applicant for economic development assistance along with an executive session to consider the purchase or sale of property, to include all council members and the city manager, with no business to follow; Dave Selan seconded and the vote was as follows:

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

NOES: None

ABSTAIN: None

Passed 7 - 0

City Council entered Executive Session at 6:58 pm and returned to Regular Session at 8:25 pm.

17. Adjourn

With no further business, a motion to adjourn carried 7-0 and the meeting ended at 8:25 pm.

Next Council Meeting March 4, 2025



February 2025

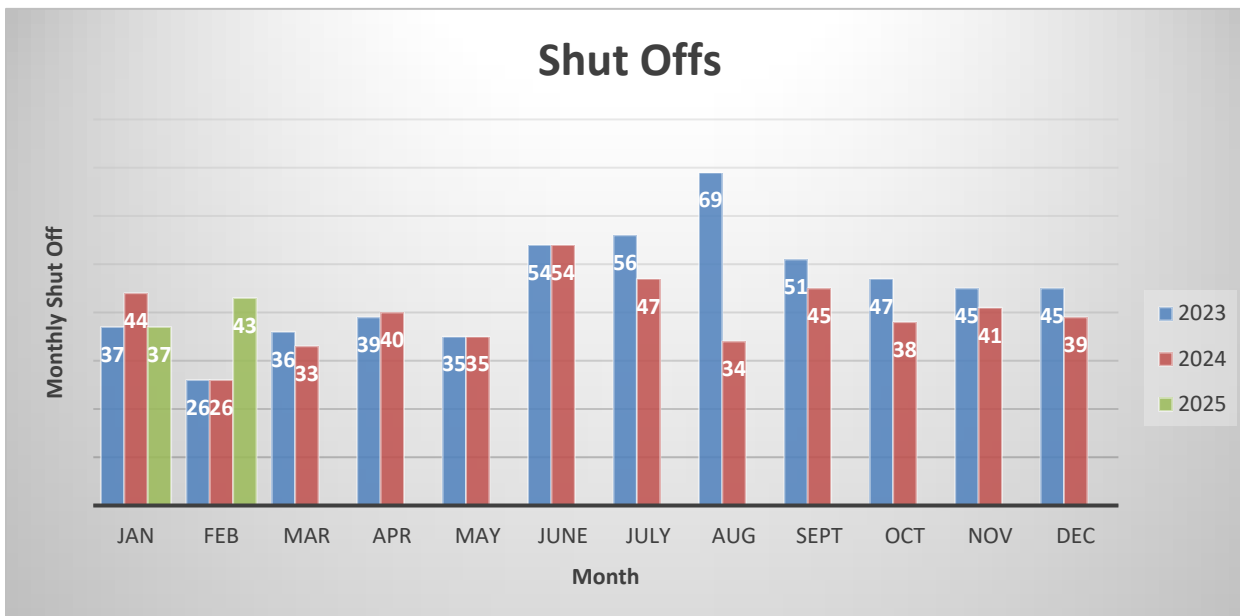
Water Council Report



Water Plant February 2024

- 1) As of February 28th, the flow is 18.526 MG.
- 2) There were 43 shut offs.
- 3) Worked on work orders.
- 4) The Water Department had 3 hours of training.
- 5) Tim Perry worked for 4 hours for the Street Department.
- 6) We sent out Backflow letters for E.P.A. compliance.
- 7) On 2/18/2025, I attended a training session at E.P.A. on CCR training.
- 8) Tim Perry repaired the screens on the decant lines that goes to the creek.
- 9) David Nichols participated in union negotiations with the City.
- 10) David Nichols relocated leak detection equipment to monitor leaks in the system.
- 11) Training new employee on opening and running Water Plant.

Thank you,
Terry Nichols
Chief Water Operator
City of Johnstown



Daily Plant Tap Test Results

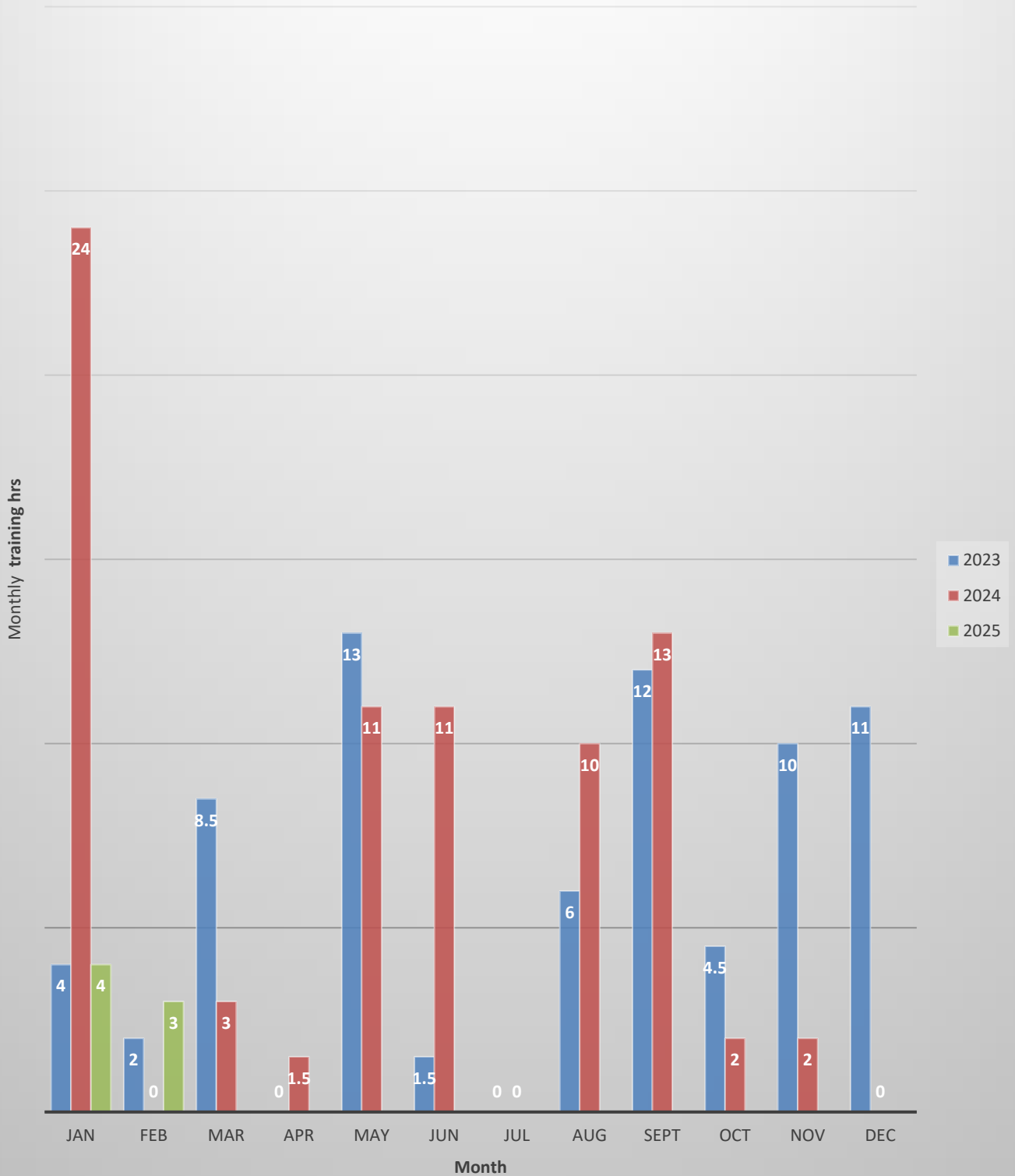
Date	PH	Phenol Alkalinity	Total Alkalinity	Total Hardness	Plant Tap Cl2		
					Free	Total	Combined
Feb-01	8.10	0	51	147	1.25	1.30	0.05
Feb-02	7.60	0	52	148	1.23	1.24	0.01
Feb-03	8.00	0	50	144	0.94	0.99	0.05
Feb-04	7.95	0	50	143	0.95	1.00	0.05
Feb-05	7.90	0	48	145	0.97	1.04	0.07
Feb-06	7.84	0	55	146	0.93	1.00	0.07
Feb-07	7.88	0	48	142	0.95	1.01	0.06
Feb-08	7.80	0	50	144	1.21	1.26	0.05
Feb-09	7.51	0	50	139	1.00	1.06	0.06
Feb-10	7.92	0	51	143	1.01	1.09	0.08
Feb-11	7.95	0	49	145	0.97	1.02	0.05
Feb-12	8.20	0	59	158	0.95	1.03	0.08
Feb-13	7.98	0	48	143	1.13	1.20	0.07
Feb-14	7.87	0	51	142	1.05	1.09	0.04
Feb-15	7.93	0	48	152	1.24	1.29	0.05
Feb-16	7.96	0	46	138	0.96	1.00	0.04
Feb-17	8.07	0	49	140	1.11	1.13	0.02
Feb-18	7.83	0	49	144	0.94	1.00	0.06
Feb-19	7.58	0	50	147	1.03	1.11	0.08
Feb-20	7.78	0	49	146	0.91	0.95	0.04
Feb-21	7.86	0	47	140	0.97	1.04	0.07
Feb-22	7.82	0	50	150	1.08	1.14	0.06
Feb-23	7.54	0	43	135	0.99	1.09	0.10
Feb-24	7.87	0	51	142	0.98	1.00	0.02
Feb-25	7.96	0	51	141	0.78	0.83	0.05
Feb-26	7.94	0	50	138	0.94	0.98	0.04
Feb-27	7.93	0	49	155	1.12	1.18	0.06
Feb-28	8.26	0	48	161	0.93	0.96	0.03
Average	7.89	0.00	50	145	1.02	1.07	0.05

Total Alkalinity: 35-55 mg/L

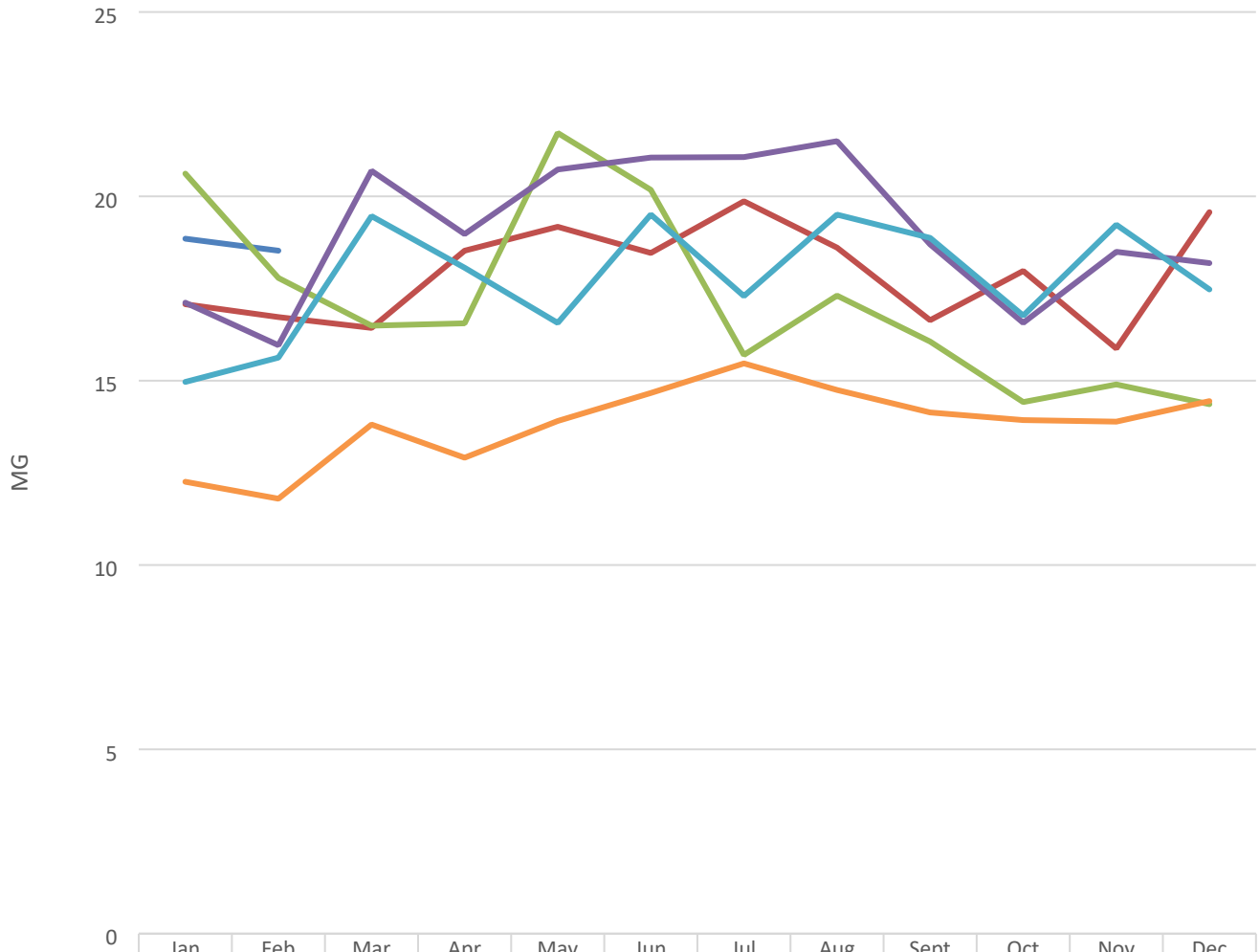
Phenol Alkalinity: 0-2 mg/L Hardness: 135 – 150 mg/L (Higher hardness is due to running # 2 L.S. well pulling water from deeper part of the aquifer)

Free Chlorine: 0.85-1.10 mg/L

Training Hours



Monthly Influent MG



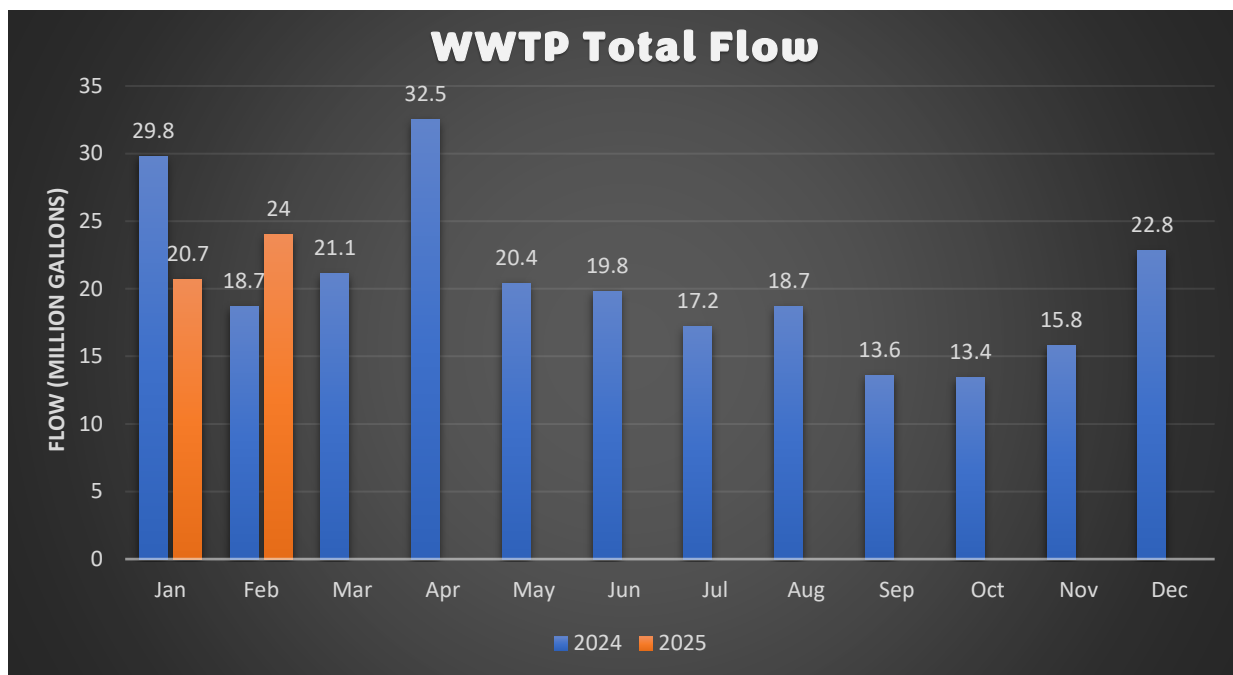
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
2025	18.851	18.526										
2024	17.074	16.725	16.431	18.526	19.174	18.464	19.866	18.609	16.641	17.976	15.872	19.571
2023	20.616	17.786	16.492	16.556	21.719	20.176	15.698	17.307	16.061	14.42	14.898	14.362
2022	17.116	15.962	20.692	18.977	20.728	21.052	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

Months

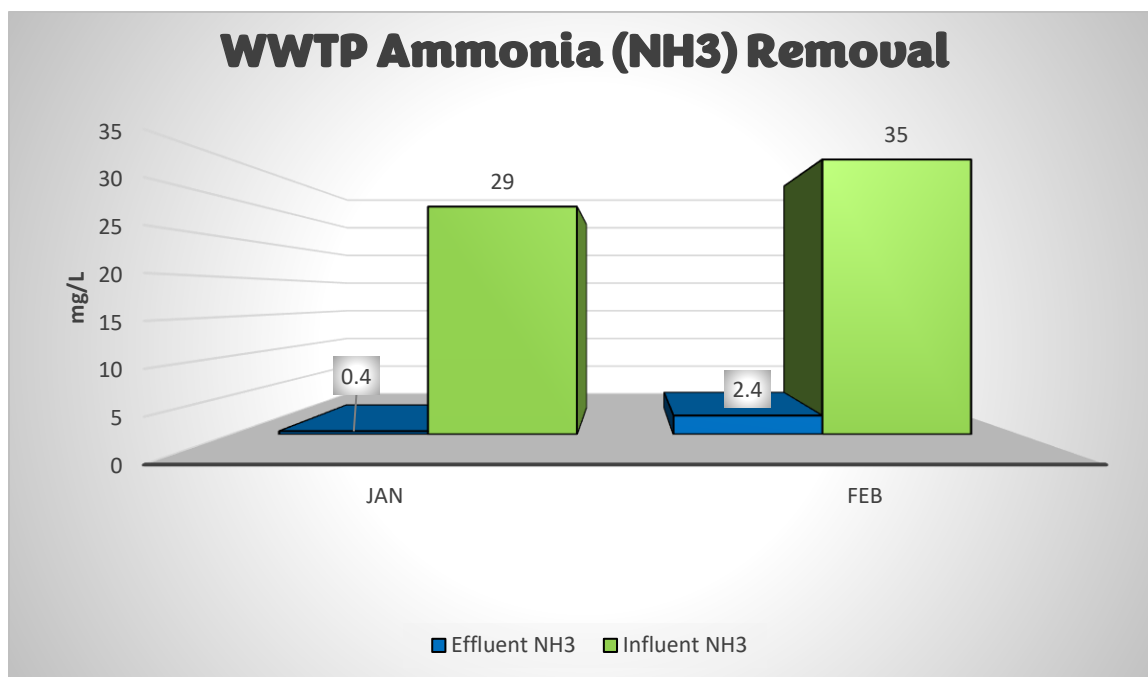


February 2025

Sewer Department Report



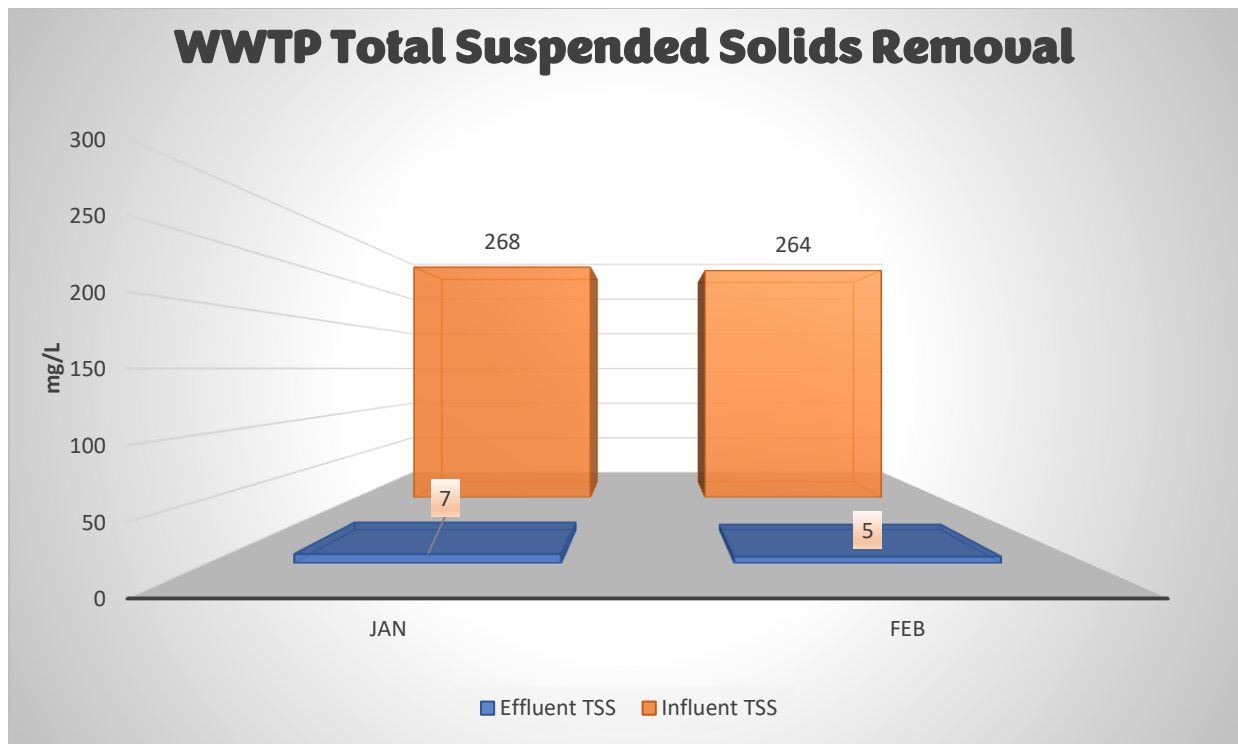
Plant Efficiency Charts



Average % of NH₃ removed for the month = **93%**

Discharge Limitations

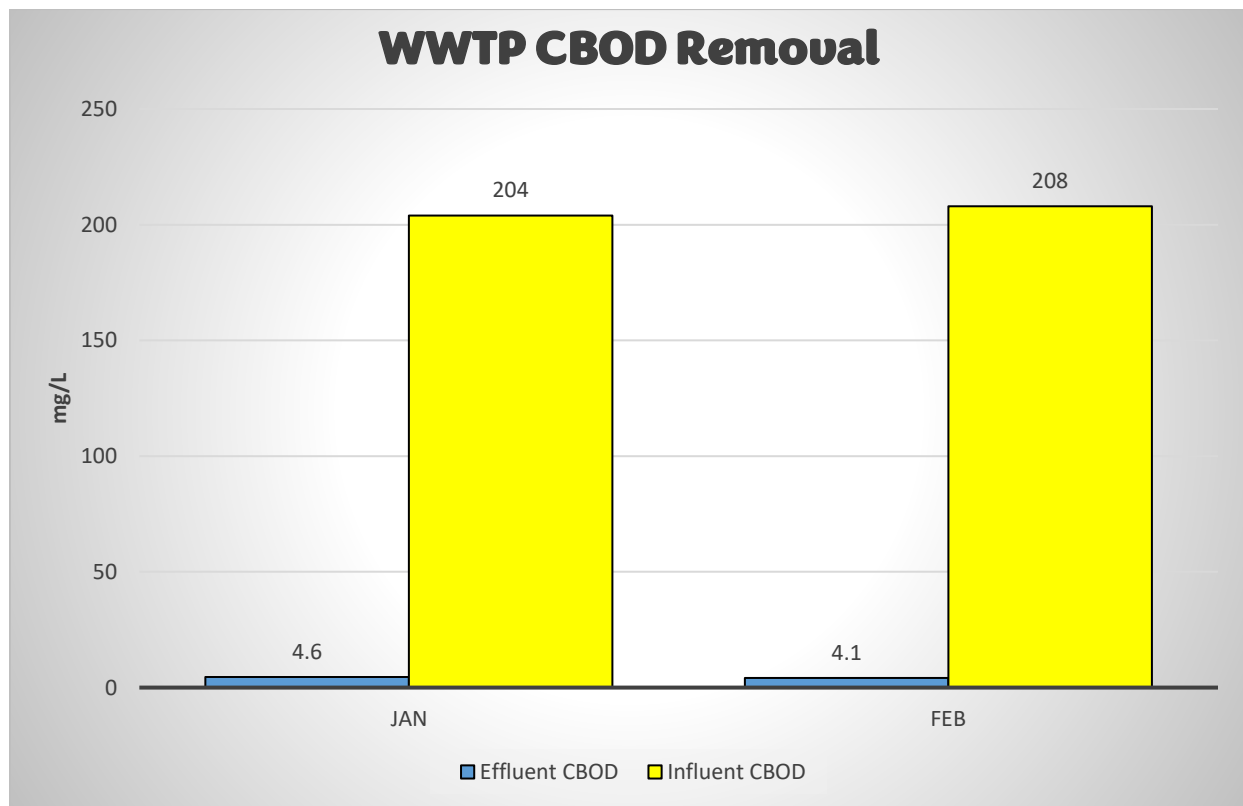
Weekly- 3.9 mg/L
Monthly- 2.6 mg/L



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

Discharge Limitations

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



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

Discharge Limitations

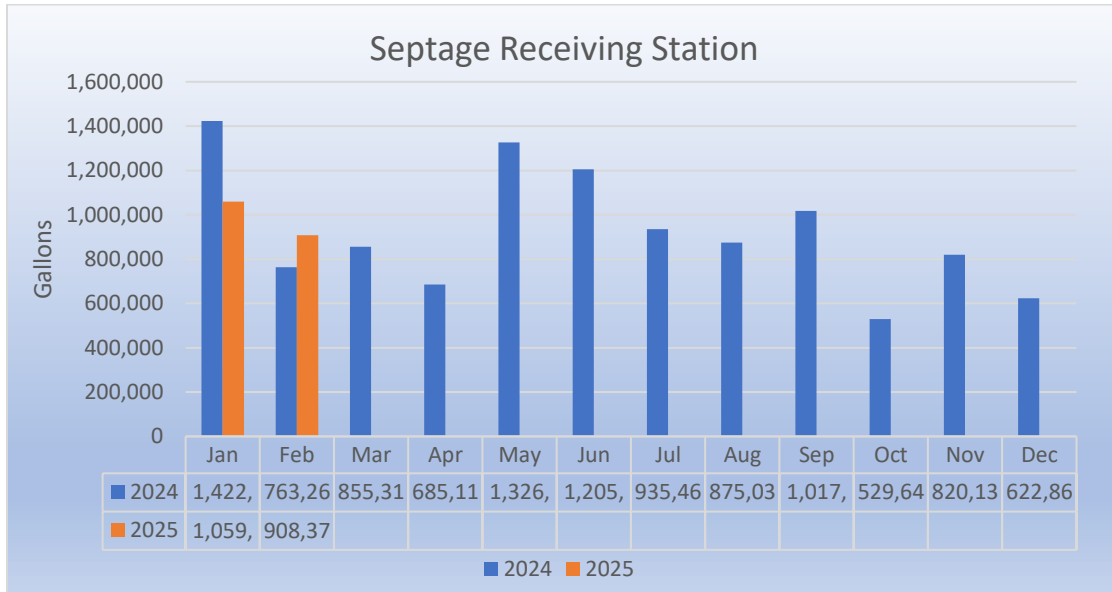
Weekly- 15 mg/L
Monthly- 10 mg/L

Work Highlights

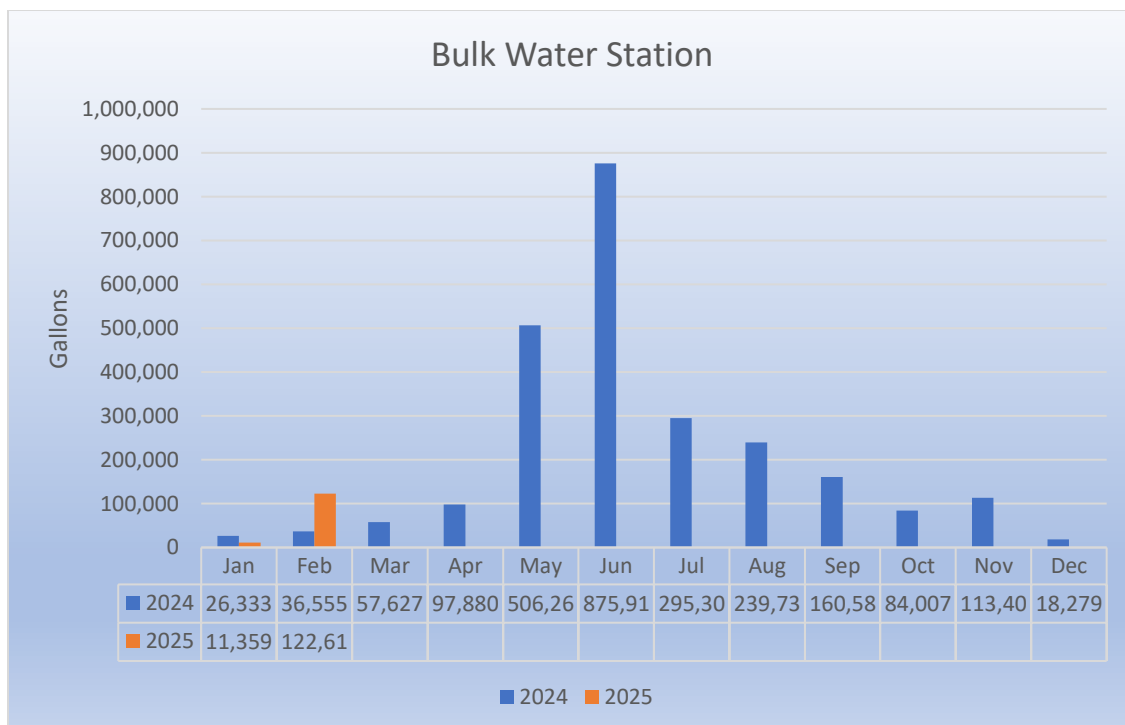
- Amount of sludge pressed (dewatered) – 925,280 gallons
- Routine plant operations and preventative maintenance

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 seepage 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

February 2025

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)

Street Maintenance

- Cold patched Concord east, Concord crossing, 37, leafy dell , parkdale, the alley in concord east, saratoga, hillview, pratt, yardner, commerce, beauna vista, pershing, college, clark, williams, drury ln,
- Replaced and removed signs on 62 by denny dotson
- Street sweeping
- Cleaned up rolling meadows park from trash, broken sleds and trash cans that were taken out and thrown in the woods along with multiple broken glass bottles smashed on the big rock in the front of the park and a picnic table that was dragged down in to the woods as well
- Removed and replaced broken 35MPH sign by mink st bridge
- Removed and replaced broken no parking sign at 149 meadow lane
- Replaced red light at 37 and jersey
- Salted during the ice storm
- Added no parking sign tp 425 Sunset dr
- Added no parking sign to ridgeview and sunset
- Added no parking sign to 101 meadow ln
- Replaced no parking sign at 260 sunset
- Cleaned up pole that got hit by car on leafydell and park dell
- Salted water spot on 62 continuous during cold weather
- Apply brine to the roads before snow events
- Started cleaning out the municipal building
- Received and stacked 250 ton of salt
- Used 50 ton of salt this month 15 ton on 62 and 35 ton on residential developments

Water Maintenance

- Vaced holes to spot water line at leafy dell enterance
- Help Fixed water leak on 62 by dominos

Stormwater Maintenance

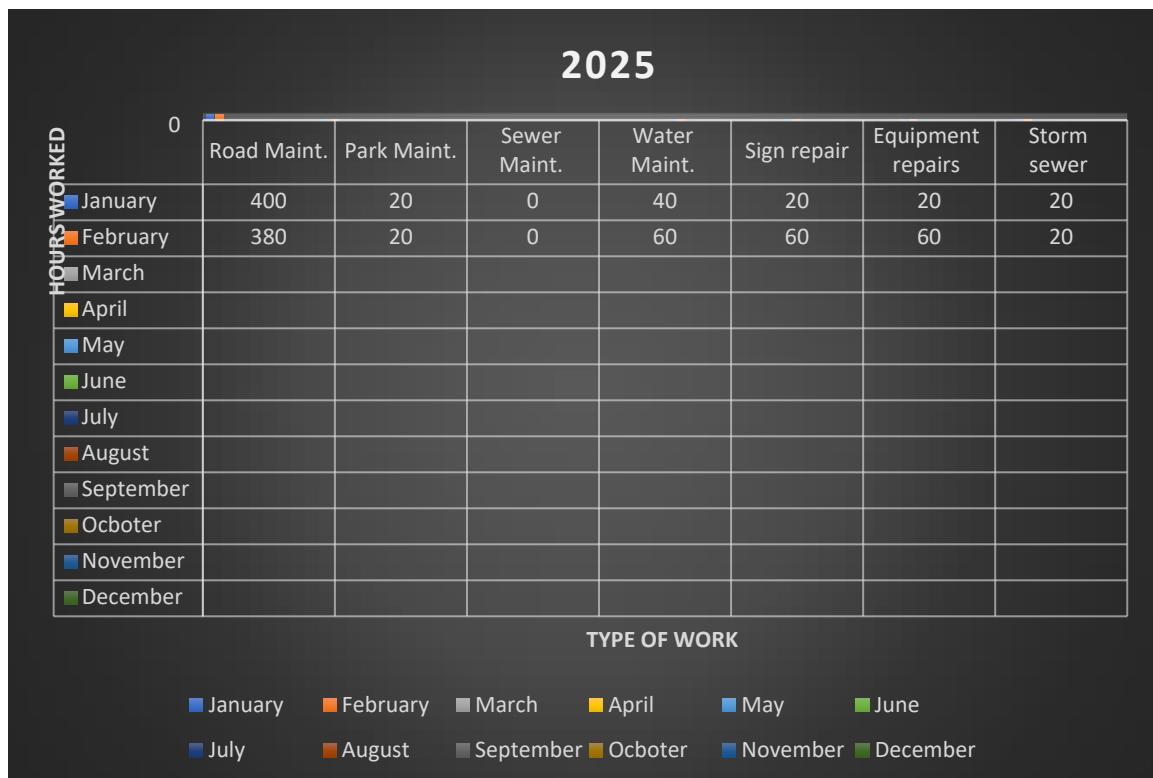
- Cleaned the major drains before and after each rain
- Cleaned off the street drains before and after each rain
-

Park Maintenance

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

Sewer Maintenance

- Vaced holes to spot sewer line in leafy dell enterance



Service Directors Report

2/27/2025

- 1) Water Plant Update – Jacobs Engineering will be having a meeting with the OEPA to discuss plant flow rates 3/3/2025
- 2) Wastewater Plant Update – Rick and I will meet with Jacobs 3/6/2025 to continue to discuss placement of process buildings and equipment.
- 3) Coughlin Apartments – No new information
- 4) Source Water Assessment – The Source Water Assessment is getting very close to being finalized.
- 5) Leak Detection – Leak detection equipment will be moved to Concord Crossing East the first week of March.
- 6) Main line valve turning continued through February.
- 7) OPWC Projects – Johnstown did not receive funding on either project.
- 8) Concord Crossing East Phase 3 – No new information
- 9) 62 and Clark Dr Light – All equipment except the backup battery has been received by M.P. DORY company. I have asked them to install the rest of the equipment. It should be scheduled within the next two weeks.



RESOLUTION 2025-08

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT
FOR THE PURCHASE OF PROPERTY**

WHEREAS, the Johnstown Youth Athletic Association (JYAA) owns an eight-acre parcel that is adjacent to City of Johnstown property and the existing sewer plant; and

WHEREAS, the City of Johnstown has been working with JYAA on an agreement for purchase of this property for expansion of the city sewer plant; and

NOW, THEREFORE, Be it resolved by the City of Johnstown:

SECTION 1. That the City Manager is hereby authorized to enter into a contract with the Johnstown Youth Athletic Association for the purchase of an eight acre parcel, Auditor PIN # 053-177534-00.001 at a purchase price of \$150,000.

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

Date of Introduction/Public Hearing/Vote: March 4, 2025

By: _____
Mayor Donald Barnard

ATTEST TO: APPROVED AS TO FORM:

Teresa Monroe, Clerk of Council

Yazan Ashrawi, Law Director





RESOLUTION 2025-09

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A
NON-ANNEXATION AGREEMENT**

WHEREAS, the Ford family are long-time Johnstown and Johnstown-adjacent residents, but do not wish for their property to either be annexed into the City or developed at this time; and

WHEREAS, the city of Johnstown was given a Joint Economic Development District Agreement from Monroe Township to review at which time, it was communicated to the city that the property owner wished to enter into a JEDD in order to remain undeveloped and unannexed; and

WHEREAS, the city realizing JEDD agreements typically facilitate commercial development (retail centers, multifamily and employment areas) it investigated alternatives to a JEDD which would allow for more flexibility in the future while still allowing the property owner to maintain the rural undeveloped status quo; and

WHEREAS, after careful consideration in reviewing the Comprehensive Plan, this action would not negatively impact the current economic development desires of the city of Johnstown. It should also be noted that this particular piece of property is completely surrounded by rural area and is not contiguous to the city or any intense planned development; and

WHEREAS, the city of Johnstown shares a desire to maintain, when possible, the rural characteristics of the surrounding area, it should also be noted that much of this land is situated along a stream corridor/floodplain which should be cautiously developed in order to preserve the physical beauty and environmental benefits of the area; and

WHEREAS, the City respects the Ford's wishes and therefore offers to enter into this Agreement to ensure that, for the term of this Agreement, in exchange for the Property not being developed, the City will not take any steps towards annexing, and will not annex the Property into the City; and

NOW, THEREFORE, Be it resolved by the City of Johnstown Council:

SECTION 1. That the City Manager is hereby authorized to enter into agreements with Gary L. Ford in substantially the same form as shown in the exhibits attached.

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

Date of Introduction/Public Hearing/Vote: March 4, 2025

By: _____

Mayor Donald Barnard

ATTEST TO:

APPROVED AS TO FORM:

Teresa Monroe, Clerk of Council

Yazan Ashrawi, Law Director

Agreement

This Agreement (“**Agreement**”) is made as of this _____ day of _____ 2025 between **Gary L. Ford and Gary L. Ford, Trustee** (together, “**Ford**”), having an address of 4531 Caswell Road, and **the City of Johnstown, Ohio**, an Ohio municipal corporation, with its offices at 599 S. Main St., Johnstown, Ohio (the “**City**”). Ford and the City may be referred to individually as a “**Party**” or together as the “**Parties**.”

A. Ford is the owner of certain real property and improvements located along Duncan Plains Road and Caswell Road, as more particularly identified as Licking County Parcel Numbers 037-112374-00.000, 037-111702-00.000, 052-172974-00.000, 052-172992-00.000, 052-172986-00.000, and 052-172980-00.000 (the “**Property**”).

B. The Ford family are long-time Johnstown and Johnstown-adjacent residents, but. Ford does not wish for the Property to either be annexed into the City or developed at this time.

C. The City respects Ford’s wishes and therefore offers to enter into this Agreement to ensure that, for the term of this Agreement, in exchange for the Property not being developed, the City will not take any steps towards annexing, and will not annex, the Property into the City.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the mutual receipt and sufficiency of which are hereby acknowledged and the parties intending to be legally bound, Ford and the City agree on the following terms and conditions:

1. Term. This Agreement will become effective on the day that both Parties execute this Agreement (“**Effective Date**”) and will terminate fifteen (15) years from the Effective Date (“**Term**”), unless otherwise agreed by the Parties.
2. Non-Annexation and Non-Development. The Parties agree it is in their mutual best interests for the Property not to be developed and for the Property to not be annexed into the City at this time. Accordingly, during the Term of this Agreement, Ford agrees to not develop his property or otherwise allow it to be developed, and for the Term of this Agreement to not enter into any contractual development agreement, district, or zone, including, but not limited to, a Joint Economic Development District agreement or a Cooperative Economic Development Agreement. Moreover, Ford agrees to execute and record a restrictive covenant on the Property, a copy of which is attached as Exhibit A to this Agreement. The restrict covenant shall be executed simultaneously with the execution of this Agreement and shall be recorded with the Licking County Recorder’s Office within seven (7) days of execution. In exchange, the City agrees to not annex the Property into the City during the Term of the Agreement, and such language is included in the restrictive covenant in the attached Exhibit A. At the expiration of the Term, the Parties may execute and record a release of the restrictive covenant.

3. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed original, but all of which, together, shall constitute one instrument.
4. Interpretation and Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, and venue for any claim relating to said Agreement shall be an applicable Court in Licking County, Ohio.
5. Relationship of the Parties. Nothing in this Agreement shall be construed by any third party as creating a relationship between the City and Mr. Ford as a partnership, association, joint venture, or anything other than the City and Mr. Ford as outlined in this Agreement. This Agreement does not confer any benefits on any third party
6. Entire Agreement. This Agreement as may be hereinafter amended, constitutes the entire contract between the Parties and supersedes all previous agreements, written or oral, if any, of the Parties. Specifically, this Agreement satisfies and supersedes any previous discussions and commitments related to transportation or vehicular traffic improvements.
7. Severability. If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable such portion shall be deemed severed from this Agreement and if feasible the remaining parts shall continue in full force as though such invalid or unenforceable provision had not been part of this Agreement.
8. Parties Bound. No officer, director, shareholder, employee, agent, or other person authorized to act for and on behalf of either party shall be personally liable for any obligation, express or implied, hereunder.
9. Modification of Agreement. This Agreement may not be altered, modified, rescinded, or extended orally. This Agreement may be amended, supplemented or changed only by a writing signed or authorized by or on behalf of both Parties.
10. Successors. The terms, covenants, agreements, provisions, and conditions contained herein shall bind and inure to the benefit of the Parties hereto, their successors and assigns, including, but not limited to, any future owners of the Property.
11. Construction. Whenever in this Agreement a pronoun is used, it shall be construed to represent either the singular or the plural, either the masculine or the feminine, as the case shall demand.
12. Nondisclosure. Neither Party shall voluntarily disclose the terms of this Agreement, the discussions related thereto, or a copy of the Agreement, unless required to do so under Ohio law.

13. Multiple Originals. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute but one and the same instrument

IN WITNESS WHEREOF, **Mr. Ford** and **the City**, have each duly executed, or caused to be duly executed, this Agreement as of the date first written below.

Gary L. Ford

City of Johnstown, Ohio, an Ohio municipal corporation

Gary L. Ford

By: _____
Name: Sean Staneart
Title: City Manager

Gary L. Ford, Trustee

Approved as to Form:

Gary L. Ford, Trustee

Yazan S. Ashrawi, Law Director

Exhibit A
Restrictive Covenant

DECLARATION OF RESTRICTIVE COVENANT AND NEGATIVE EASEMENT

THIS DECLARATION OF RESTRICTIVE COVENANT AND NEGATIVE EASEMENT (this “**Declaration**”) is made and entered into as of this ____ day of _____, 2025, by **Gary L. Ford Gary L. Ford, Trustee** (together, the “**Landowner**”), having an address of 4531 Caswell Road, and **the City of Johnstown, Ohio**, an Ohio municipal corporation, with its offices at 599 S. Main St., Johnstown, Ohio (the “**City**”) (each individually, a “**Party**,” and collectively, the “**Parties**”).

RECITALS:

WHEREAS, The Landowner is the owner of certain real property and improvements located along Duncan Plains Road and Caswell Road, as more particularly identified as Licking County Parcel Numbers 037-112374-00.000, 037-111702-00.000, 052-172974-00.000, 052-172992-00.000, 052-172986-00.000, and 052-172980-00.000 (the “**Property**”).

WHEREAS, The City and the Landowner seek to create a restrictive covenant and negative easement on the entire Property for the purpose of prohibiting the Property from being developed during the Term (defined below) of this Declaration and to prohibit the annexation of this Property into the City of Johnstown during the Term.

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Restrictive Covenant and Negative Easement. The Landowner hereby declares and establishes a restrictive covenant and negative easement (“**Easement**”), whereby the Landowner covenants and agrees that no development, including, but not limited to any building, construction, development, or use, shall take place on the Property. The Property is also prohibited from being subject to any development agreement including, but not limited to, a Joint Economic Development District agreement or a Cooperative Economic Development Agreement. The Easement shall also prohibit the City of Johnstown from annexing any portion of the Property into the City’s corporate limits during the Term. The Easement shall commence

on the date it is recording with the Licking County Recorder's Office ("**Effective Date**") and shall terminate fifteen (15) years from the Effective Date ("**Term**").

2. Rights Run With the Land. The Easement shall run with the Property and shall bind the Landowner, as the Owner of the Property, and his successors and assigns, as well as the City of Johnstown. After the expiration of the Term, the Easement shall terminate, unless otherwise agreed by the Parties. The Parties may file a notice of termination or vacation of the Easement after it terminates.

3. Miscellaneous. The provisions of this Declaration are severable and the invalidity of one or more of the provisions shall not affect the validity or enforceability of any other provisions. This Declaration shall be governed by and construed in accordance with the laws of the State of Ohio.

4. Modifications. Modifications, waivers and consents with respect to this Agreement shall be binding only if in writing and signed by the Landowner and the City, or their respective successors-in-title or interest to the Property, as the case may be.

5. Counterparts. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

[Signatures appear on following pages]

Executed this _____ day of _____, 2025.

Gary L. Ford

City of Johnstown, Ohio, an Ohio municipal corporation

By: _____

Name: Sean Staneart

Title: City Manager

Gary L. Ford

Approved as to Form:

Gary L. Ford, Trustee

Yazan S. Ashrawi, Law Director

Gary L. Ford, Trustee

STATE OF OHIO)
COUNTY OF LICKING) SS:

BE IT REMEMBERED, that on this ____ day of _____, 2025, before me, the subscriber, a Notary Public in and for said county and state, personally came Sean Stanearth, City Manager of the CITY OF JOHNSTOWN, OHIO, an Ohio municipal corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

Notary Public

STATE OF OHIO)
COUNTY OF LICKING) SS:

BE IT REMEMBERED, that on this ____ day of _____, 2025, before me, the subscriber, a Notary Public in and for said county and state, personally came **GARY L. FORD**, who acknowledged the signing thereof to be his free act and deed for and on behalf of himself.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

Notary Public

STATE OF OHIO)
COUNTY OF LICKING) SS:

BE IT REMEMBERED, that on this ____ day of _____, 2025, before me, the subscriber, a Notary Public in and for said county and state, personally came **GARY L. FORD, Trustee** who acknowledged the signing thereof to be his free act and deed for and on behalf of the Trust.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

Notary Public

This instrument was prepared by:

Yazan S. Ashrawi, Esq.
FROST BROWN TODD LLP
10 West Broad Street
Columbus, Ohio 43215