



Regular Council Meeting
Tuesday, June 3, 2025 - 6:30 PM
AGENDA

1. Call to Order
2. Roll Call
3. Invocation
4. Pledge of Allegiance
5. Approval of Agenda
6. Proclamation - JMS Lacrosse
7. Action on Minutes
 - a. May 20, 2025
8. Citizen comments on matters not on the agenda
9. Council Committee reports
 - a. **Planning & Zoning:** Met 5/27/25; Next 6/10/25 @ 6:30 pm council chambers
 - b. **Design Review Board:** Met 5/27/25; Next 6/10/25 @ 5:00 pm council chambers
 - c. **Facilities Committee:** 6/3/25 @ 5:00 pm council chambers
 - d. **Safety & Service:** 6/3/25 @ 5:30 pm council chambers
 - e. **Finance:** Next 6/17/25 @ 5:30 pm council chambers
10. Director Reports
 - a. Service Departments: Water, Sewer, Street
 - b. Service Director
11. Tabled Legislation - None
12. Public Hearings of Legislation
 - a. **RESOLUTION 2025-20** RESOLUTION AS REQUIRED BY O.R.C. 709.023(C) SETTING FORTH MUNICIPAL SERVICES THAT WILL BE PROVIDED TO 6.7 +/- ACRES OF LAND IN MONROE TOWNSHIP (LICKING COUNTY), OHIO IF ANNEXED TO THE CITY OF JOHNSTOWN, OHIO
 - b. **RESOLUTION 2025-21** RESOLUTION TO AMEND AN AGREEMENT BETWEEN THE CITY OF JOHNSTOWN AND SCHLABACH BUILDERS, LTD. FOR CONCORD CROSSING EAST
 - c. **RESOLUTION 2025-22** A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AMENDED AGREEMENT
 - d. **RESOLUTION 2025-23** A RESOLUTION TO APPROVE THE JOB POSITIONS AND SALARY RANGES FOR ASSISTANT CITY MANAGER AND DIRECTOR OF STREETS-LAND-BUILDINGS-PARKS
 - e. **RESOLUTION 2025-24** A RESOLUTION OF THE CITY OF JOHNSTOWN APPROVING AN UPDATE TO THE ORGANIZATIONAL CHART
13. Introduction of Legislation - None
14. Other Business
15. Adjourn

Next Council Meeting June 17, 2025



Regular Council
Tuesday, May 20, 2025 - 6:00 PM
MINUTES

1. Call to Order

Mayor Donald Barnard called to Order the City of Johnstown Regular Council Meeting for May 20, 2025 at 6:00 PM.

2. Roll Call

Present - Jeff Barr, Tiffany Hollis, Donald Barnard, Wesley Kobel, Dave Selan, Bob Orsini, Ryan Green (absent at roll call, arrived at 6:18pm)

Absent - None

Staff present - Sean Staneart - City Manager, Dave Delande - Finance Director, Jack Liggett - Service Director, Rusty Smart - Chief of Police, Mike Keller - City Engineer/EMH&T, Justin Holder EMH&T, Steve Samuels - City Legal Counsel/Frost Brown Todd, Dave Riepenhoff - City Legal Counsel/Fishel Downey Albrecht & Riepenhoff, Teresa Monroe - Clerk of Council

Public present - Tyler Thompson, Kendall Polen, Beth Kisher Olds

3. Executive Session to discuss pending court action

ACTION: Mayor Barnard moved to enter Executive Session to discuss pending court action, to include members of council, City Manager and city legal counsel; Bob Orsini seconded and the vote was as follows:

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

NOES: None

ABSTAIN: None

Passed 6 - 0

Council entered Executive Session at 6:01 pm and returned to Regular Session at 6:31 pm.
(Council member Green arrived during the session at 6:18 pm)

4. Invocation

Mr. Kobel

5. Pledge of Allegiance

6. Action on Minutes

a. May 7, 2025

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

AYES: Bob Orsini, Dave Selan, Tiffany Hollis, Mayor Barnard, Wesley Kobel

NOES: None

ABSTAIN: Jeff Barr, Ryan Green (absence)

Passed 5 - 0

7. Citizen comments on matters not on the agenda

No public comments.

8. EMH&T Presentation - Facility Plan Overview

Sean Staneart introduced Mike Keller and Justin Holder with EMH&T along with city legal counsel Steve Samuels with Frost Brown Todd who were in attendance for the presentation. Mr. Staneart said that in 2024 the city engaged EMH&T to draft a Facility Master Plan which was submitted to the Ohio EPA on May 1st. Mr. Keller said this plan builds upon the Comprehensive Plans adopted by the various communities and the framework that was done with Licking County to provide the member communities of the Coalition (Johnstown, Alexandria and Granville), the ability to present an alternate 208 plan. The 208 plan is a wastewater/water quality plan that allows entities to have some authority over development and growth in their designated areas. In 2024, the EPA started updating their 208 plans, looking at the regional watersheds, for water quality and who has the right to service within those bounds. The Coalition's desire is to make sure it expands its authority to control growth in and adjacent to their jurisdictions; with the growth and economic development it is very essential for the region. Mr. Keller and Mr. Holder walked through the plan, how it was developed, what is included, and why this plan was put together; the full report is posted on the Coalition's website.

9. Council Committee reports

- a. **Design Review Board:** 5/13/25 canceled; Next 5/27/25 @ 5:00 pm council chambers
- b. **Planning & Zoning:** 5/13/25 canceled; Next 5/27/25 @ 6:30 pm council chambers
- c. **Finance:** 5/20/25 canceled; Next 6/17/25 @ 5:30 pm council chambers
- d. **Facilities Committee:** Next 6/3/25 @ 5:00 pm council chambers
- e. **Safety & Service:** Next 6/3/25 @ 5:30 pm council chambers

10. Director Reports

- a. Chief of Police
Chief Smart's report was included in the council packet.
- b. City Manager
Mr. Staneart's report was included in the council packet.

11. Tabled Legislation - None

- a. **RESOLUTION 2025-19** A RESOLUTION AUTHORIZING THE CITY MANAGER TO REAPPOINT THE DIRECTOR OF FINANCE

Finance Director Dave Delande would like to "retire-rehire"; retirement date June 30, 2025 and rehire date July 1, 2025. Sean Staneart said the rehiring of the Finance Director has to have the approval of council. Mr. Delande said there are two options; if he sat out for two months, he would receive his pension effectively immediately but if he rehires immediately, he will forfeit two months of his pension, he has opted to rehire immediately so there is no position absence. Mr. Staneart said this will not cost the city any additional money.

Some council members stated that they were unaware of this and would like to discuss it further before voting. Mr. Barr asked if they could discuss this in the upcoming Executive Session. Mayor Barnard said this would fall under the topic, so they could. They could table this and then take

action after the executive session.

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

Passed 7 - 0 TABLED

13. Introduction of Legislation - None

14. Other Business

1. Mr. Barnard said he has given out the Licking County jail ministries Jail & Bail fundraiser info, if members would let him know if interested in participating.
2. Discussion on holding a State of the City, with a focus on finance, Mr. Barnard said he would start organizing.
3. Mr. Barnard said he would like to honor the history of our city and the stewards that have worked for the city, he would like to do proclamations for living, past Mayors, to recognize them.
4. Mr. Selan said Fiesta Del Rio is hosting a Big Red Band fundraiser, Memorial Day ceremony at Green Hill cemetery on May 26th at 11:30 am with a cookout at the American Legion to follow. Thanked JYAA volunteers for a great weekend tournament.
5. Mr. Green thanked first responders for assistance with a house fire, thanked the community for their support of the family. Springfest is June 7th, 5-9pm on the square.
6. Mr. Barr thanked the Johnstown-Monroe school educators as another school year comes to a close.
7. Mr. Staneart said that roadway improvement projects slated have come in under budget. Jack Liggett said they thought they were going to have to remove the Liberty Street mill and fill project because of the extensive patch repairs done around the city, but he talked with different paving companies and they have gotten a number that allows us to get Liberty and McCracken paved at just slightly under where we were estimating McCracken, so both roads completed at a price within our budget.
8. Discussion on the newly painted pink house on Main Street. Mr. Staneart reviewed the city ordinance on "major/minor environmental changes" and said that a change in material is a key driver with a major improvement. This particular situation was an aluminum siding with a painted coating already so it fell into the minor category and he did not see anything in there to prevent a different color paint. He said with the future design guidelines, he hopes for a desired pallet of colors to guide approval.

15. Executive Session to consider the appointment, employment or compensation of a public employee and to discuss collective bargaining matters

ACTION: Mayor Barnard moved to enter Executive Session to consider the appointment, employment or compensation of a public employee and to discuss collective bargaining matters, with members of council, city manager and city legal counsel, potential for action after; 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

Council entered Executive Session at 7:40 pm and returned to Regular Session at 9:06 pm.

ACTION: Donald Barnard moved to take Resolution 2025-19 from the table; Jeff Barr seconded and all were in favor.
AYES: Mayor Barnard, Wesley Kobel, Jeff Barr, Bob Orsini, Dave Selan, Ryan Green, Tiffany Hollis
NOES: None
ABSTAIN: None

Passed 7 - 0

Mayor Barnard asked if anyone on council or in the public had any questions, there were none.

ACTION: Donald Barnard moved to pass Resolution 2025-19 as written; Jeff Barr 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

16. Adjourn

ACTION: Donald Barnard moved to adjourn; Bob Orsini 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

The meeting adjourned at 9:06 pm.

Next Council Meeting Tuesday, June 3, 2025



May 2025

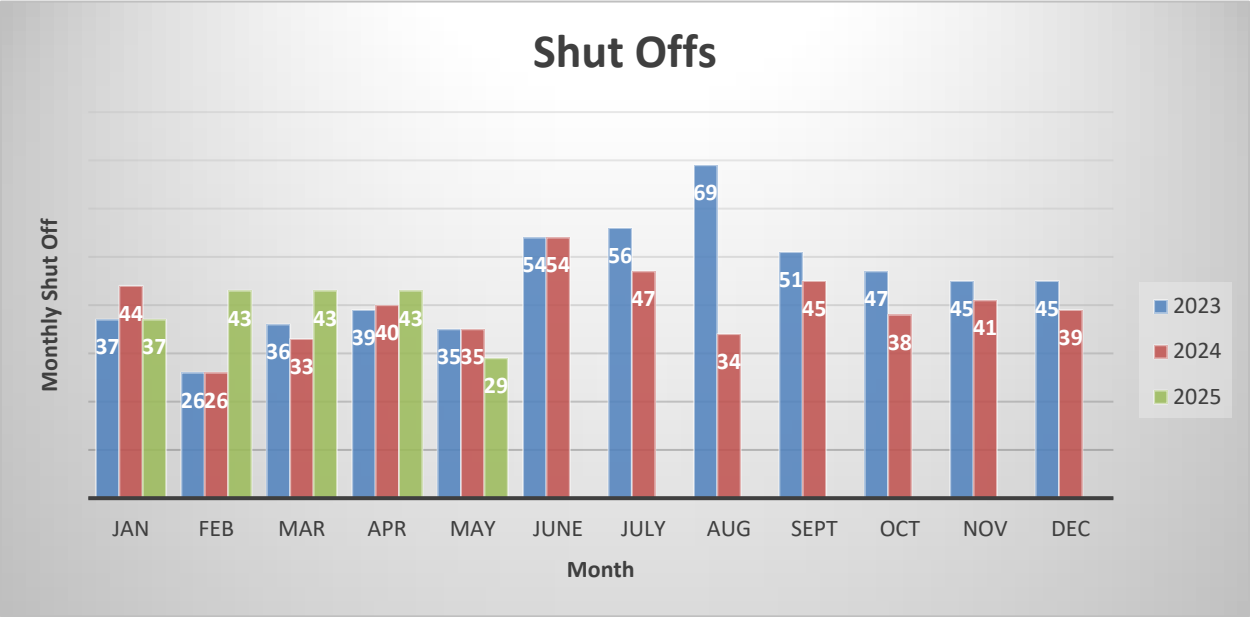
Water Council Report



Water Plant May 2024

- 1) As of May 29th, the flow is 19.881 MG.
- 2) There were 29 shut offs.
- 3) Worked on work orders.
- 4) The Water Department had 3 hours of training.
- 5) Tim Perry worked for 151 hours for the Street Department.
- 6) Changed lime feeders, took #1 feeder out and put #2 lime feeder in service. We cleaned #1 feeder and the feed line.
- 7) Ben Lycans worked with the Street Department on street repair.
- 8) Tim Perry worked with the Street Department on street repair.
- 9) Worked on the 2024 CCR (Consumer Confidence Report).
- 10) David Nichols participated in union negotiations with the City.
- 11) Ben Lycans relocated leak detection equipment to monitor leaks in the system.
- 12) Plant personal mowed grass.

Thank you,
Terry Nichols
Chief Water Operator
City of Johnstown



Daily Plant Tap Test Results

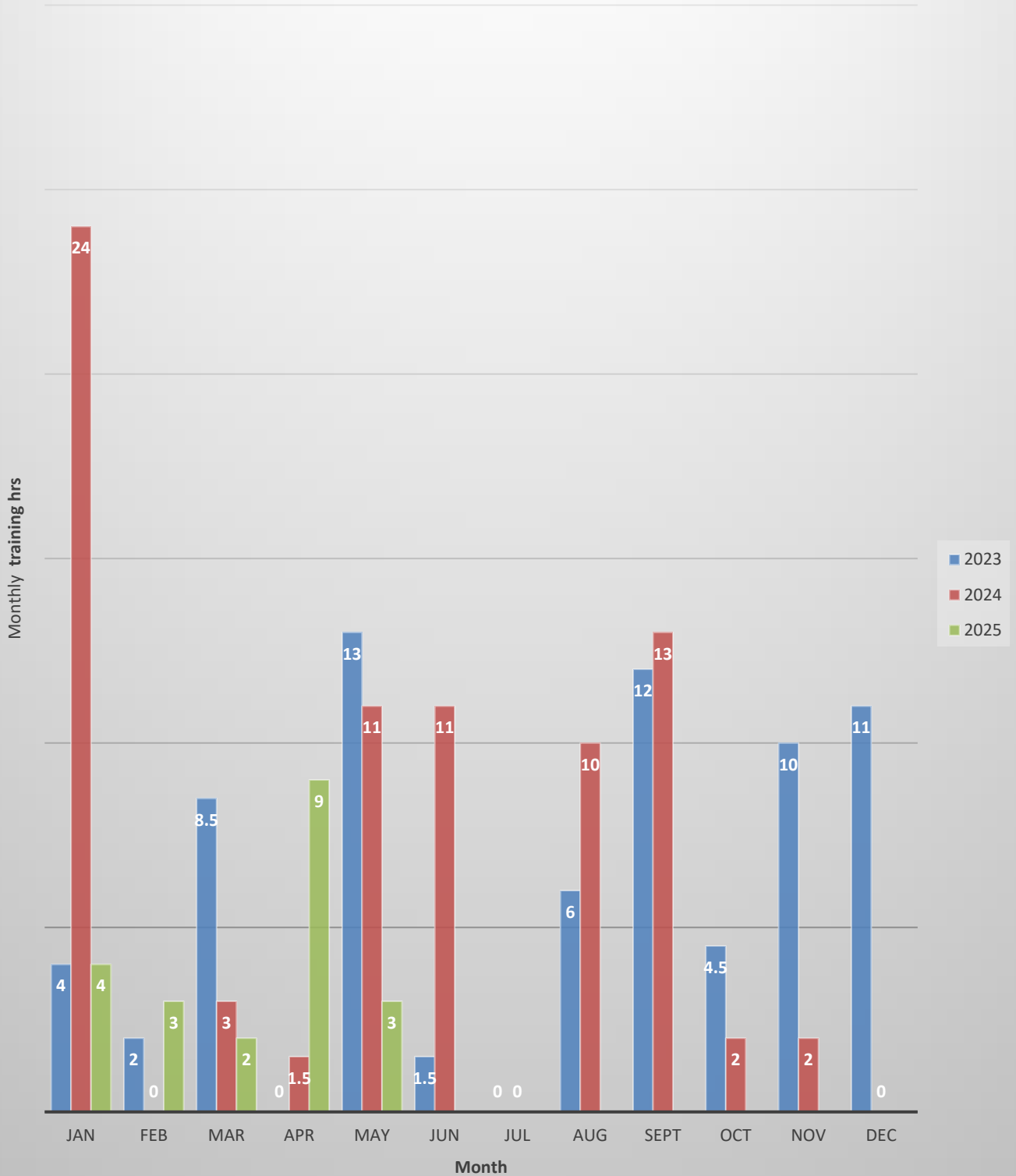
Date	PH	Phenol	Total	Total	Plant Tap Cl2		
		Alkalinity	Alkalinity	Hardness	Free	Total	Combined
May-01	8.07	0	52	145	0.97	1.01	0.04
May-02	8.13	0	50	142	0.89	0.94	0.05
May-03	8.20	0	46	140	0.80	0.86	0.06
May-04	7.60	0	46	140	1.05	1.13	0.08
May-05	7.70	0	49	140	0.78	0.84	0.06
May-06	8.00	0	45	140	0.94	1.02	0.08
May-07	7.99	0	51	139	0.84	0.96	0.12
May-08	7.63	0	50	140	0.94	1.00	0.06
May-09	8.23	0	66	158	0.75	0.81	0.06
May-10	7.99	0	53	149	1.00	1.06	0.06
May-11	7.93	0	45	139	0.89	0.95	0.06
May-12	8.13	0	49	139	0.94	0.98	0.04
May-13	8.01	0	48	142	0.94	1.01	0.07
May-14	7.88	0	49	142	0.98	1.06	0.08
May-15	7.95	0	48	146	0.96	1.02	0.06
May-16	7.85	0	49	141	0.94	1.01	0.07
May-17	7.91	0	46	146	0.95	1.02	0.07
May-18	8.16	0	43	139	0.83	0.91	0.08
May-19	8.19	0	45	138	1.02	1.08	0.06
May-20	8.15	0	47	140	0.95	1.04	0.09
May-21	8.13	0	49	140	0.98	1.11	0.13
May-22	7.91	0	50	141	0.91	0.98	0.07
May-23	8.06	0	53	145	0.96	1.01	0.05
May-24	7.90	0	47	135	0.82	0.90	0.08
May-25	7.90	0	44	135	1.15	1.21	0.06
May-26	9.10	14	98	198	0.80	0.88	0.08
May-27	7.70	0	54	146	0.96	1.03	0.07
May-28	8.14	0	53	144	1.08	1.13	0.05
May-29	8.29	0	48	141	0.95	1.06	0.11
May-30	8.10	0	53	147	1.02	1.15	0.13
May-31							
Average	8.03		51	144	0.93	1.01	0.07

Total Alkalinity:35-55 mg/L

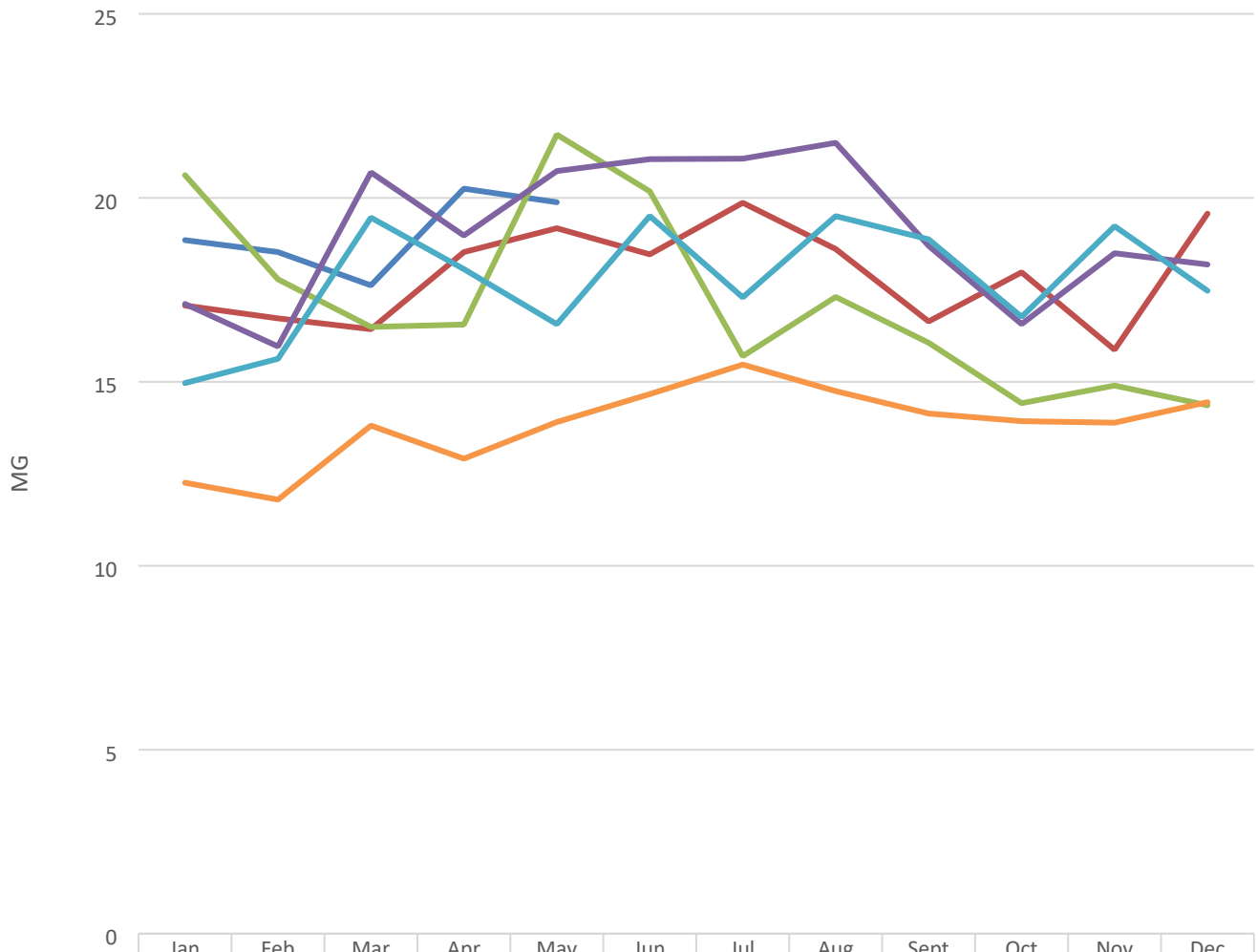
Phenol Alkalinity: 0-2 mg/L Hardness: 135 – 150 mg/L (Higher hardness is due to running # 2 L.S. well pulling water from deeper part of the aquifer)

Free Chlorine: 0.85-1.10 mg/L

Training Hours



Monthly Influent MG



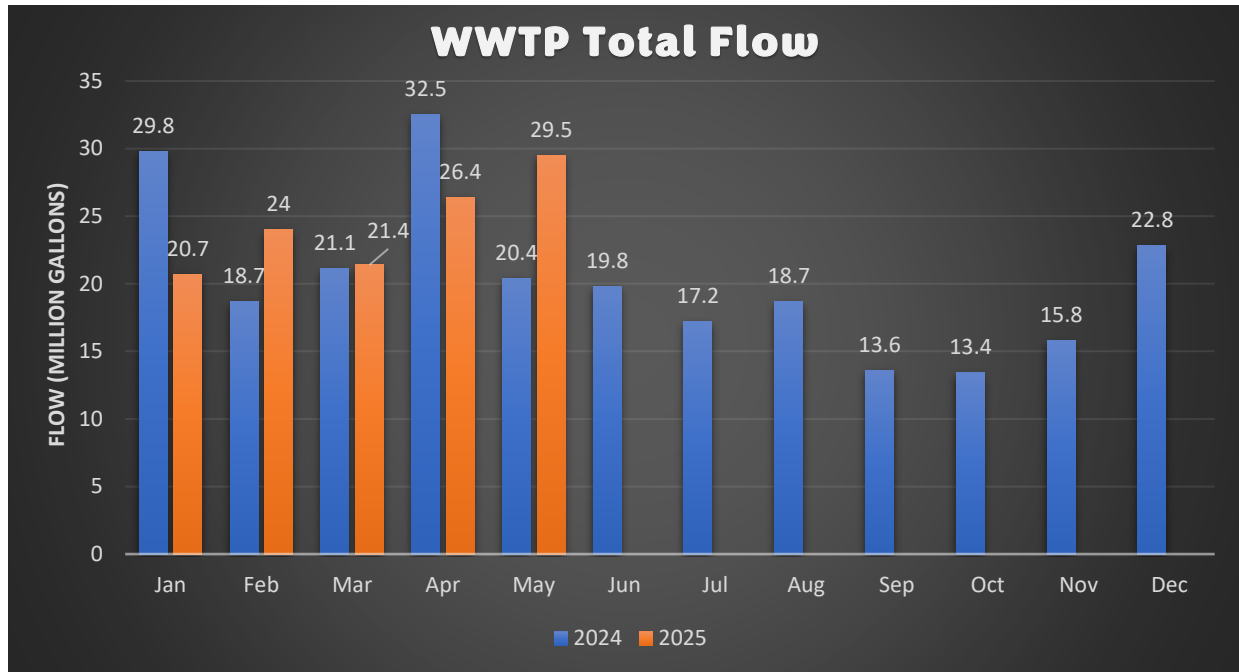
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
2025	18.851	18.526	17.622	20.25	19.881							
2024	17.074	16.725	16.431	18.526	19.174	18.464	19.866	18.609	16.641	17.976	15.872	19.571
2023	20.616	17.786	16.492	16.556	21.719	20.176	15.698	17.307	16.061	14.42	14.898	14.362
2022	17.116	15.962	20.692	18.977	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

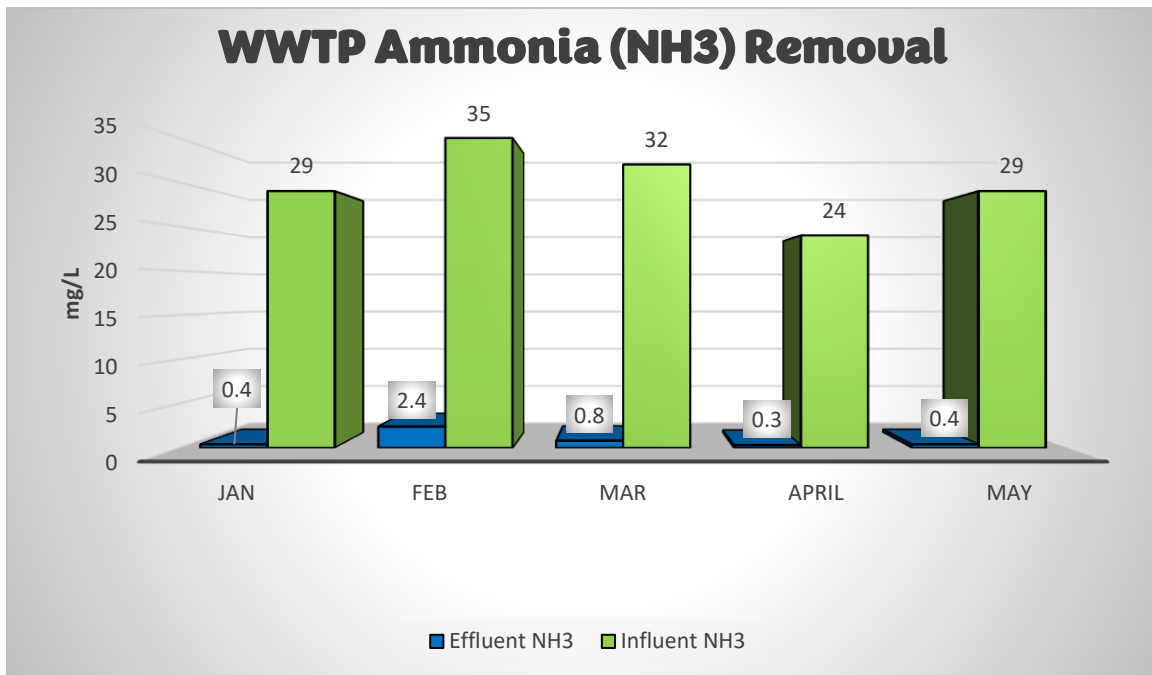


May 2025

Sewer Department Report



Plant Efficiency Charts

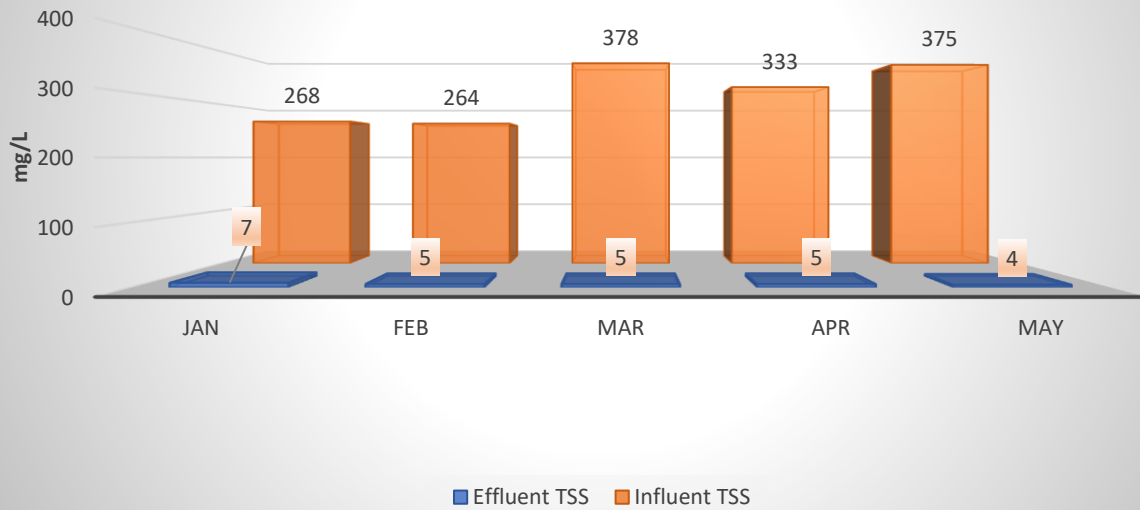


Average % of NH₃ removed for the month = **99%**

Discharge Limitations

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

WWTP Total Suspended Solids Removal

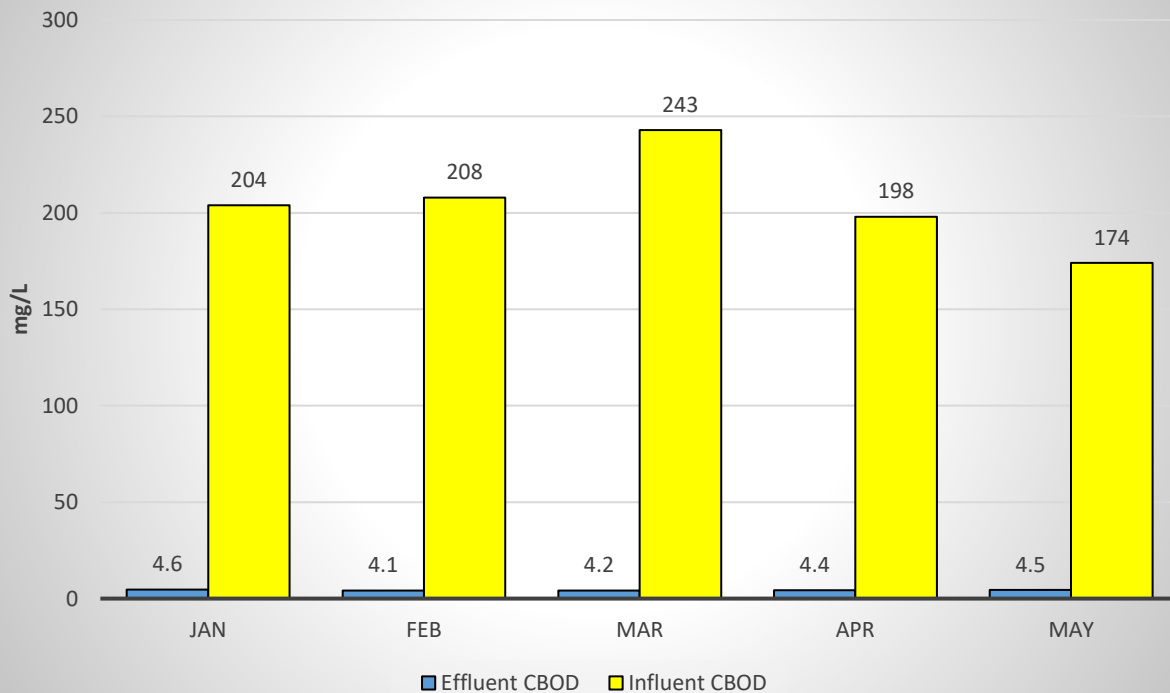


Average % of TSS removed for the month = **99%**

Discharge Limitations

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

WWTP CBOD Removal



Average % of BOD removed for the month = **97%**

Discharge Limitations

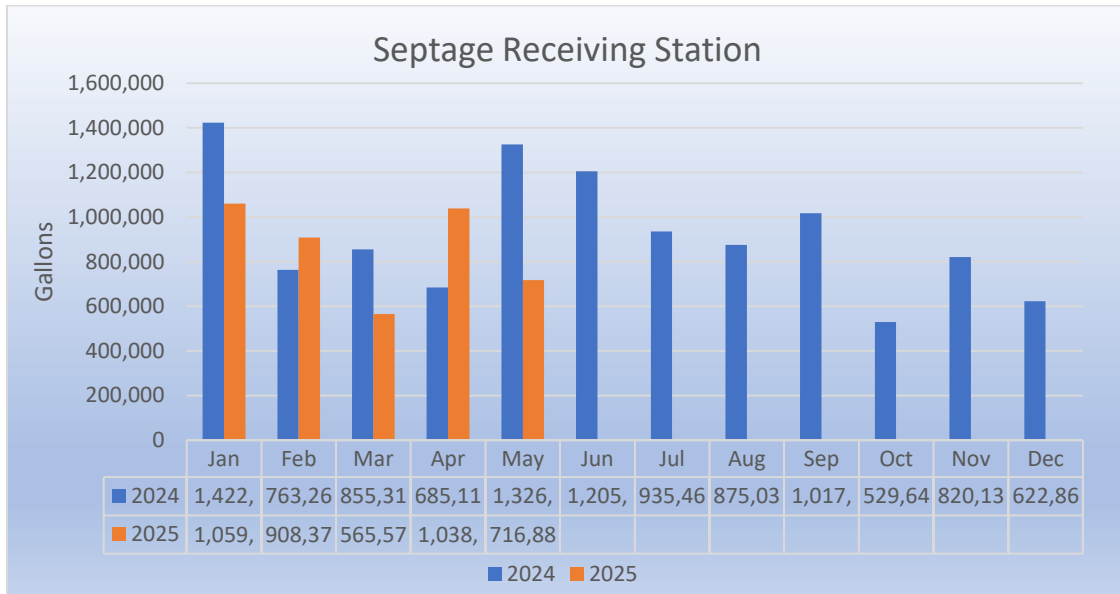
Weekly- 15 mg/L
Monthly- 10 mg/L

Work Highlights

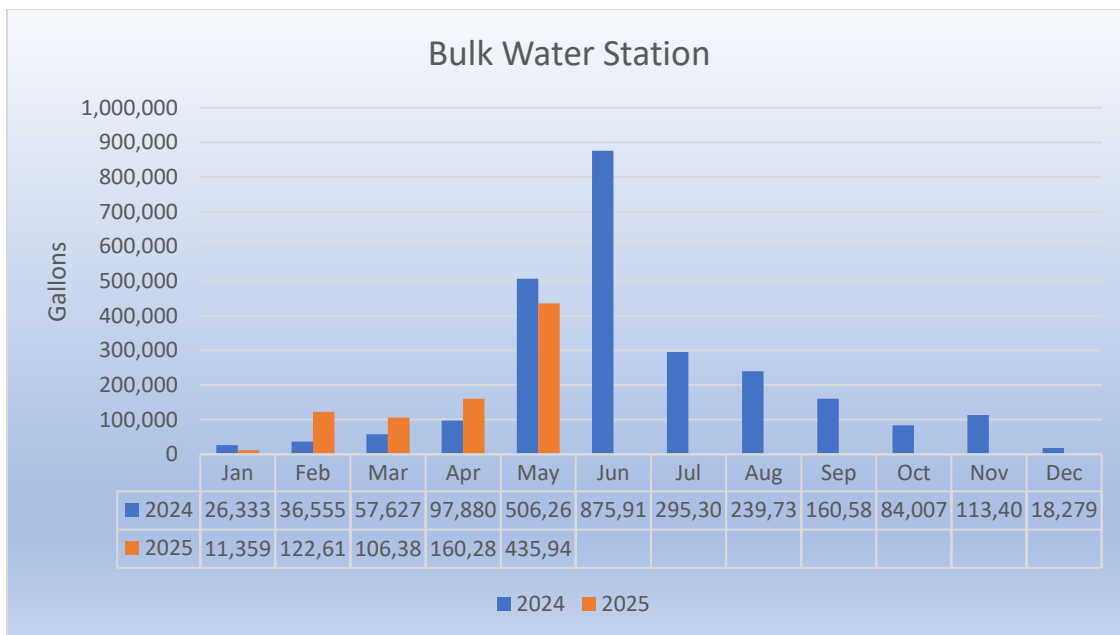
- Amount of sludge pressed (dewatered) – 686,926 gallons
- Routine plant operations and preventative maintenance
- Annual generator maintenance and load bank testing

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 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)
- Removed plows and salt boxes
- Replaced and repaired broken psrts on plows and salt boxes
- Cleaned and stored plows and saltboxes for the summer
- Finished cleaning out and transferring equipment and miscellaneous items from the garages at the Municipal building

Street Maintenance

- Ground out bad areas in the roads
- Filled holes with remaining cold patch from the winter
- Cleaned dead animals off the road ways
- Mowed the hillside by Whitts
-

Water Maintenance

- Water shut offs and turn ons

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)
- Cleaned up parks from storms and blowing trash

- Mowing all parks and right of ways
- Cleaned and trimmed the edges of the bike path
- Sprayed parks and Cemetery with weed killer

Sewer Maintenance





Street Department Report

May 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

- Cleaned dead animals off the road ways
- Mowed and weed whacked the hillside by Whitts
- Removed grindings from preground areas and filled with hot mix
- 34 loads of hot mix used
- Put up no parking signs and barricades for each event uptown
- Removed winter banners
- Put up flags and patriot banners

Water Maintenance

- Water shut offs and turn ons

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)
- Cleaned up parks from storms and blowing trash
- Mowing all parks and right of ways
- Cleaned and trimmed the edges of the bike path

Sewer Maintenance



Service Directors Report

5/29/2025

- 1) Water Plant Update – No new information
- 2) Wastewater Plant Update – I have set up regular meetings with Jacobs for the second and fourth Tuesdays of the month to discuss design issues as we get to the 60% design stage.
- 3) Coughlin Apartments – No new information
- 4) Source Water Assessment – The source water protection plan has been sent to the EPA for their review and approval. No new information.
- 5) Leak Detection – No leaks were detected in the East Jersey – John St - Track St – S. Kasson and East Pratt area.
- 6) Critical Main line valve turning was not completed and will be moved to June.
- 7) Road Projects – I have signed an agreement with Extreme Asphalt for mill and fill work to be done at Liberty and McCracken. The date the work is to be completed has yet to be determined. Micro seal on Concord Rd and Buena Vista Drive is still being worked on.
- 8) Concord Crossing East Phase 3 – Work has started on sanitary sewer mains and water mains. The installation is going well.
- 9) Tower Maintenance – The 1mgd tower was drained, washed out and inspected. I am still waiting on the final report. I spoke with the inspection crew after they had completed their work, they gave me a verbal update that the tower was in good shape.



RESOLUTION 2025-20

RESOLUTION AS REQUIRED BY O.R.C. 709.023(C) SETTING FORTH MUNICIPAL SERVICES THAT WILL BE PROVIDED TO 6.7 +/- ACRES OF LAND IN MONROE TOWNSHIP (LICKING COUNTY), OHIO IF ANNEXED TO THE CITY OF JOHNSTOWN, OHIO

WHEREAS, a petition was filed with the Licking County Board of County Commissioners on May 27, 2025, requesting annexation to the City of Johnstown, Ohio of 6.7 +/- acres of land in Monroe Township owned by The NACO Land Company LLC (the "Property", a description of which is attached hereto as Exhibit "A" and made a part hereof); and

WHEREAS, Ohio Revised Code Section 709.023(C) requires the legislative authority of the municipal corporation to which the annexation is proposed to adopt an ordinance or resolution within 20 days of a petition for annexation being filed with the Board of County Commissioners, stating what services the municipal corporation will provide to the territory proposed for annexation upon annexation and an approximate date upon which it will provide them.

NOW, THEREFORE, BE IT RESOLVED by the Council for the City of Johnstown, Licking County, State of Ohio, that:

SECTION I: The City of Johnstown will provide the following municipal services for the Property upon annexation of said area to the City of Johnstown.

Sewer: Sanitary sewer service and storm sewer service are not currently available from the City of Johnstown to the territory proposed for annexation. Although the City's wastewater treatment plant has capacity to service the area proposed for annexation, the city's capacity to provide sanitary sewer services is contingent upon final uses developed for the property and the City's ability and capacity to serve those uses. The necessary sanitary sewer service lines and related facilities currently do not exist in proximity to the Property. Similarly, storm sewer lines and related facilities do not exist in proximity to the Property. Extensions of sanitary service lines and necessary appurtenances and extensions of storm sewer service lines and necessary appurtenances from existing and/or future municipal facilities to the Property proposed for annexation will require construction through privately owned properties and/or public rights-of-way or easements at a cost which has not been determined. All sanitary sewer lines and necessary appurtenances as well as all storm sewer lines and necessary appurtenances may be required to be constructed by owner(s) or by developer(s) of all or any portion of the Property or the City of Johnstown may determine that it will construct all or portions of the same, or construction may be completed by some combination of the private owner(s)/developer(s) and the City of Johnstown, as determined at a later date. Additionally, any easements necessary to extend said lines and for placement of necessary appurtenances will need to be obtained by owner(s) or by developer(s) of all or any portion of the Property or by the City of Johnstown, or by some combination of the private owner(s)/developer(s) and the City of Johnstown, as determined at a later date.

Accordingly, the actual date upon which said sanitary sewer service and storm sewer service can be provided is indeterminate.

Water: Water service is not currently available from the City of Johnstown to the portions of the territory proposed for annexation. Although the City's water plant has capacity to service the Property, the city's capacity to provide water services is contingent upon final uses developed for the property and the City's ability and capacity to serve those uses. The city is exploring updates to its water treatment plant and the necessary water service lines and related facilities currently do not exist in proximity to all areas needed to serve the Property. Extensions of water service lines and necessary appurtenances and extensions from existing and/or future municipal facilities to the Property proposed for annexation will require construction through privately owned properties and/or public rights-of-way or easements at a cost which has not been determined. All water lines and necessary appurtenances may be required to be constructed by owner(s) or by developer(s) of all or any portion of the Property or the City of Johnstown may determine that it will construct all or portions of the same, or construction may be completed by some combination of the private owner(s)/developer(s) and the City of Johnstown, as determined at a later date. Additionally, any easements necessary to extend said lines and for placement of necessary appurtenances will need to be obtained by owner(s) or by developer(s) of all or any portion of the Property or by the City of Johnstown, or by some combination of the private owner(s)/developer(s) and the City of Johnstown, as determined at a later date. Accordingly, the actual date upon which said water service can be provided is indeterminate.

Police: The City of Johnstown has police services available and will provide police protection for the Property upon acceptance of the annexation of the Property.

Zoning: The City of Johnstown has zoning and planning services available and will provide zoning and planning services to the Property if annexed. If the City of Johnstown permits uses on the Property that the City of Johnstown determines are clearly incompatible with the uses permitted under current county or township zoning regulations applicable to land that is adjacent to the Property which remains within Monroe Township, the City of Johnstown will require, in the zoning ordinance permitting the incompatible uses, the owner(s) of the Property to provide a buffer separating the portions of the Property that contain the incompatible use(s) and the adjacent land remaining within Monroe Township. For the purpose of this requirement, "buffer" may include open space, landscaping, fences, walls, and other structured elements, streets and street rights-of-way; bicycle and pedestrian paths and sidewalks, or some combination of any of them.

Streets &

Roadways: Upon annexation of the Property, maintenance will be provided by the City of Johnstown (a) for rights-of-way and streets, highways, and related improvements that exist wholly or partially within the Property and municipal limits, and (b) to future public rights-of-way and streets within the boundaries of the Property. If a street or highway will be divided or segmented by the boundary line between a township and Johnstown so as to create a road maintenance problem, the City of Johnstown agrees as a condition of the annexation to assume the maintenance of that

street or highway unless it remains the responsibility of a township, Licking County, State of Ohio, or a separate municipality in accordance with an existing or future legally effective agreement or is otherwise required by law.

SECTION II: The City Clerk is directed to file a copy of this Resolution with the Licking County Board of Commissioners promptly upon its passage and execution.

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

WHEREFORE, pursuant to Section 4.04(a) of the Charter of the City of Johnstown, this Resolution shall be in effect immediately after its adoption.

Date of Introduction/Public Hearing/Vote: June 3, 2025

By: _____
Mayor Donald Barnard

ATTEST TO: _____
Teresa Monroe, Clerk of Council

APPROVED AS TO FORM: _____
Yazan Ashrawi, Law Director

**EXPEDITED TYPE II PETITION FOR ANNEXATION
(PURSUANT TO R.C. SECTION 709.023)
TO THE CITY OF JOHNSTOWN
OF ±6.7 ACRES
IN THE TOWNSHIP OF MONROE**

*TO THE BOARD OF COUNTY COMMISSIONERS
OF LICKING COUNTY, OHIO:*

The undersigned, being ALL OF THE OWNERS OF REAL ESTATE in the territory hereinafter described in Exhibit "A", consisting of ±6.7 acres, more or less, located in the Township of Monroe, Licking County, Ohio, which area is contiguous along 1,378.01 feet or 50% and adjacent to the City of Johnstown, do hereby respectfully petition the Board of Licking County Commissioners that said territory be annexed to the City of Johnstown according to the statutes of the State of Ohio, and specifically the expedited procedure specified in Ohio Revised Code Section 709.023.

The number of owners within the area is one (1).

1. Attached to this petition and made part hereof is a full legal description of the area to be annexed, marked as Exhibit "A".
2. Attached to this petition and made part hereof is an accurate map of the area to be annexed, marked as Exhibit "B".
3. Attached to this petition and made part hereof is a list of parcels in the area to be annexed and adjacent territory that includes the name of the owner, mailing address of owner and permanent parcel number, marked as Exhibit "C".

The undersigned petitioners do hereby designate Aaron Underhill, Esq., David Hodge, Esq., and Eric Zartman, Esq., attorneys, as their agents ("Agents") as required by Revised Code Section 709.02(C)(3), with full power and authority hereby granted to each said Agent individually to amend, alter, change, correct, withdraw, refile, substitute, compromise, increase or delete the area, to do any and all things essential thereto, and to take any action necessary for obtaining the granting of this petition. Agents' contact information is as follows: Underhill & Hodge LLC, 8000 Walton Parkway, Suite 260, New Albany, Ohio 43054; Phone: (614) 335-9320, Fax: (614) 335-9329; and e-mail: aaron@uhlfirm.com, david@uhlfirm.com, and eric@uhlfirm.com.

[Petition signatures on following counterpart page]

WHOMEVER SIGNS THIS PETITION EXPRESSLY WAIVES THEIR RIGHT TO APPEAL IN LAW OR EQUITY FROM THE BOARD OF COUNTY COMMISSIONERS' ENTRY OF ANY RESOLUTION PERTAINING TO THIS SPECIAL ANNEXATION PROCEDURE, ALTHOUGH A WRIT OF MANDAMUS MAY BE SOUGHT TO COMPEL THE BOARD TO PERFORM ITS DUTIES REQUIRED BY LAW FOR SAID SPECIAL ANNEXATION PROCEDURE.

PETITIONER:

The NACO Land Company LLC
8000 Walton Parkway, Suite 200
New Albany, OH 43054

PN: 052-172710-00.002

By: Brent B. Bradbury
Print Name: Brent B. Bradbury
Title: Vice President
Date: 5/27/2025

EXHIBIT "A"
PROPOSED ANNEXATION OF
6.7± ACRES

FROM: MONROE TOWNSHIP

TO: CITY OF JOHNSTOWN

Situated in the State of Ohio, County of Licking, Township of Monroe, in Lot 7, Quarter Township 4, Township 3, Range 15, United States Military District, being all of that 6.730 acre tract conveyed as Parcel V to The NACO Land Company LLC by deed of record in Instrument Number 202504290007386 (all references refer to the records of the Recorder's Office, Licking County, Ohio), and more particularly bounded and described as follows:

Beginning, for reference, at the southeasterly corner of that 0.319 acre tract conveyed as Parcel G52-WD to City of New Albany, Ohio by deed of record instrument Number 202306290011465, the southwesterly corner of that 0.060 acre tract conveyed to City of New Albany, Ohio by deed of record in Instrument Number 202307260013196, in the centerline of Green Chapel Road;

Thence North 03° 01' 24" East, with the easterly line of said 0.319 acre tract, a distance of 10.00 feet to a point in the northerly right-of-way line of said Green Chapel Road, the southwesterly corner of said 6.730 acre tract, the TRUE POINT OF BEGINNING for this description;

Thence North 03° 01' 24" East, with the easterly line of said 0.319 acre tract, the easterly line of that 170.623 acre tract conveyed as Parcel II to The NACO Land Company LLC by deed of record in Instrument Number 202504290007386, the existing City of Johnstown corporation line (Resolution Number 2024-34, of record in Instrument Number 202410250019003), a distance of 1128.13 feet to a point in the southerly line of said 170.623 acre tract;

Thence South 86° 39' 45" East, with said southerly line and the existing City of Johnstown corporation line (Resolution Number 2023-30, of record in Instrument Number 202401250001407), a distance of 259.88 feet to the northwesterly corner of that 2.977 acre tract conveyed to Euine Music by deed of record in Official Record 116, Page 473 and Instrument Number 202504110006174;

Thence South 03° 01' 24" West, with the westerly line of said 2.977 acre tract, a distance of 1127.82 feet to a point in the northerly right of way line of said Green Chapel Road;

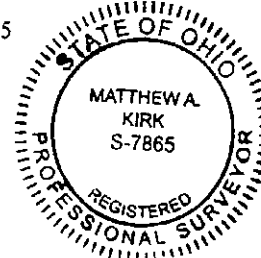
Thence North 86° 43' 55" West, with said northerly right-of-way line, a distance of 259.88 feet to the TRUE POINT OF BEGINNING, containing 6.7 acres of land, more or less.

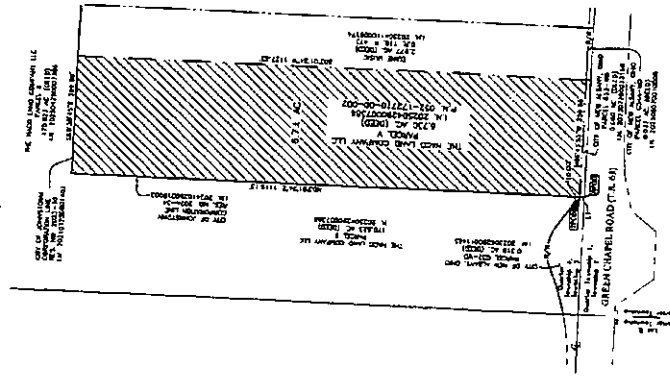
EVANS, MECHWART, HAMBLETON & TILTON, INC.

Matthew A. Kirk

16 MAY 25

Matthew A. Kirk
Professional Surveyor No. 7865





LOCATION MAP AND BACKGROUND DRAWING
NOT TO SCALE

Confounding Note:
Tried points (N) of summation and is 273.78 for, of which (378.0) there is correlation with the City of Johannesburg giving 10% parameter

Proposed Amendments
of 1983 to the City of Albuquerque

[illegible]

Paid by Bank / Fed _____ \$0

Paid by Approved _____ \$0

_____ {Candidate's name}

_____ {Candidate's address}

_____ {Candidate's City}

Transferred due _____ day of _____, 20____, upon the expiration of this office.

Consolidating _____

Transfer Fee _____

_____ to the County Auditor

Received for Eastern _____ 20____ of _____ Cash Paid and received _____ 20____ to the following parties, etc. in the Book of _____ Page _____

Paul Fox
Chairman, The Fox
County Board

Loring County, Nevada

A-1001 Clark, City of Milwaukee
 Date: May 16, 2025
 C-1001 8:00 a.m.

DATE: 11/11/2015	TIME: 11:10
SECRET	7075-0123
Job No:	
Sheet:	(of)
REVISIONS 1. 11/11/2015 11:10	

Maximum Allowable Working Pressure (psi) 2000

Matthew A. King
by Matthew A. King Date 10/17/2012

www.mhhe.com
00770478, 9th Edition, 2004

AREA 10 OF DISTRICT 10
CITY OF KANSAS CITY, MISSOURI
EXISTING CITY OF KANSAS CITY INFORMATION LINE

Ex 1	21210504	1
20010504	20010504	1
20010504	20010504	1

EXHIBIT C
Property Owners Within
Annexation of 6.7+/- Acres
Monroe Twp. to Johnstown, and
Surrounding Property Owners

PETITIONERS:

The NACO Company LLC
8000 Walton Parkway, Suite 200
New Albany, Ohio 43054
PN: 052-172710-00.002

AGENT:

Aaron Underhill, Esq.
Underhill & Hodge LLC
8000 Walton Parkway, Suite 120
New Albany, OH 43054

SURROUNDING PROPERTY
OWNERS:

Intel Corporation
Attn: Ashit Parekhji
2200 Mission College Blvd., RNB 6-91
Santa Clara, CA 95054
PN: 095-111846-00.000

Eunie Music
11718 Green Chapel Road
Johnstown, OH 43031
PN: 052-172710-00.001



RESOLUTION 2025-21

**RESOLUTION TO AMEND AN AGREEMENT BETWEEN THE CITY OF JOHNSTOWN
AND SCHLABACH BUILDERS, LTD. FOR CONCORD CROSSING EAST**

WHEREAS, Resolution 2023-20 passed an agreement with Schlabach Builders for additional phases to Concord Crossing East; and

WHEREAS, Schlabach Builders and the City of Johnstown desire to amend certain terms and conditions as shown in the attached exhibit dated April 22, 2025; and

NOW, THEREFORE, BE IT RESOLVED by the Council for the City of Johnstown, Licking County, State of Ohio, that:

SECTION I: The City of Johnstown Council approves the agreement attached, dated April 22, 2025, for conditional approval of Concord Crossing East.

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

Date of Introduction/Public Hearing/Vote: June 3, 2025

By: _____

Mayor Donald Barnard

ATTEST TO:

APPROVED AS TO FORM:

Teresa Monroe, Clerk of Council

Yazan Ashrawi, Law Director

April 22, 2025

City of Johnstown, Ohio
c/o Sean Staneart, City Manager
c/o Donald Barnard, Mayor
599 S. Main Street
Johnstown, OH 43031

Re: Concord Crossing East

Dear Mr. Staneart and Mr. Barnard:

I am writing regarding certain amendments to the Letter Agreement dated February 28, 2023, approved by Resolution 2023-20, copies of which are attached hereto. We have discussed the following amendments:

1. The terms of the Tree Removal Permit Letter Agreement between the parties dated February 27, 2023, a copy of which is attached as Exhibit A and incorporated herein by reference.

No Changes.

2. Schlabach Builders will contribute \$525,000.00 to the City for the purposes of extending and improving East Douglas Street. Schlabach Builders will have no further responsibility for said improvements, including without limitation: no duty to obtain bids, participate in the construction of said improvements or contribute any additional capital in excess of the referenced amount, regardless of the cost of said improvements.

Amendment: Schlabach Builders will contribute \$450,135.38 to the City for the purpose of extending and improving East Douglas Street. Schlabach Builders will have no further responsibility for said improvements, including without limitation: no duty to obtain bids, participate in the construction of said improvements or contribute any additional capital in excess of the referenced amount, regardless of the cost of said improvements. Said contribution will be paid as follows:

- a. \$150,045.12 upon approval and recording of the plat for Phase 3;*
 - b. \$150,045.12 upon approval and recording of the plat for Phase 5; and*
 - c. \$150,045.13 upon approval and recording of the plat for Phase 6.*
3. Schlabach Builders will contribute \$100,000.00 to the City for the purpose of constructing an additional left turning lane from the southeast bound lane of South Main Street to the eastbound lane of Concord Road NW. Schlabach Builders will have no further responsibility for said improvements, including without limitation: no duty to

obtain bids, participate in the construction of said improvements or contribute any additional capital in excess of the referenced amount, regardless of the cost of said improvements.

Amendment: Schlach Builders will contribute \$100,000.00 to the City for the purpose of constructing an additional left turning lane from the southeast bound lane of South Main Street to the eastbound lane of Concord Road NW. Schlach Builders will have no further responsibility for said improvements, including without limitation: no duty to obtain bids, participate in the construction of said improvements or contribute any additional capital in excess of the referenced amount, regardless of the costs of said improvements. Said contribution will be paid as follows:

- a. \$33,333.33 upon approval and recording of the plat for Phase 3;
- b. \$33,333.33 upon approval and recording of the plat for Phase 5; and
- c. \$33,333.34 upon approval and recording of the plat for Phase 6.

4. Schlach Builders will be responsible and pay for the construction of a paved emergency access connecting the subdivision to the bike path. Said emergency access will be wide enough to accommodate emergency vehicles, not to exceed twenty feet (20') in width, with no curb or gutter.

No Changes.

5. Schlach Builders will acquire future phase developer rights from Johnstown Investments, LLC, and annex the property to the current Concord Crossing East subdivision.

Delete. The above referenced condition has been satisfied, as evidenced by the Assignment recorded at Instrument No. 202302280003481, Licking County, Ohio.

6. Schlach Builders will convey to the City by Quit Claim Deed the triangular shaped parcel in the northwest corner of the property, being approximately 0.463 acres, more or less, as depicted on Exhibit B attached hereto, for no consideration.

Amendment: Schlach Builders will convey to the City by Quit Claim Deed the triangular shaped parcel in the northwest corner of the property, being approximately 0.463 acres, more or less, as depicted on Exhibit B attached hereto, for no consideration upon the recording of the next Phase.

7. Schlach Builders will convey to the City an Option to Purchase approximately 6.18 acres, more or less, depicted as 'Reserve A' on the attached Exhibit B. Said Option to Purchase shall be for a term of ~~fifty (50)~~ ^{ninety-nine (99)} years from the date the Option Agreement is recorded. If City elects to exercise said Option to Purchase, the purchase price shall be One and no/100 Dollars (\$1.00).

Amendment: Schlach Builders will convey to the City an Option to Purchase approximately 6.18 acres, more or less, depicted as 'Reserve A' on the attached Exhibit B. Said Option to Purchase shall be for a term of fifty (50) years from the date the Option Agreement is recorded, as provided in the Option Agreement, a copy of which is attached as Exhibit C. If City elects to exercise said Option to Purchase, the purchase price shall be One and no/100 Dollars (\$1.00).

8. Schlach Builders will grant to the City an easement to install pipelines and other facilities through said Reserve A to discharge water runoff and drainage into the stormwater facilities of subdivision, along with an easement for ingress and egress to construct, maintain, repair, replace and remove said facilities. The terms of said easement and exact location of said facilities shall be mutually agreed upon by the parties. Schlach Builders will have no responsibility for the installation of said facilities, including without limitation: no duty to obtain bids, participate in the construction of said facilities or contribute any capital towards the cost of said construction.

No Changes.

9. Schlach Builders will be responsible and pay for the construction of an expanded recreational area of Concord Crossing East. Said expansion will include: an additional inground pool of substantially similar size to the current pool, an open-air shelter house with two bathrooms, pickleball court and an additional paved parking area.

Amendment: Schlach Builders completed its obligation to make certain improvements to the common area of Concord Crossing East, along with a payment in lieu of an additional inground pool, as agreed with the Concord Crossing Homeowners' Association, as evidenced by the signed Release Agreement, a copy of which is attached as Exhibit D.

10. Schlach Builders will adopt the Declarations of Concord Crossing East, as amended, and encumber the property with said Declarations. The Declarations will specifically include the following: residences built on corner lots shall have concrete foundations on the front and sides of said residences covered by stone veneer or brick.

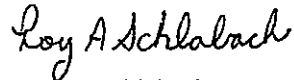
Amendment: Schlach Builders will adopt the Declarations of Concord Crossing East, as amended, and encumber the property with said Declarations. The Declarations will specifically include the following: residences built on corner lots shall have concrete foundations on the front and sides of said residences covered by stone veneer or brick. Schlach Builders will further provide in an Amendment to the Declarations of Concord Crossing East and future phase that the Concord Crossing Homeowners' Association will be responsible and pay for electric utility costs of street lighting in

Phases 3 through 6 of the Subdivision and provide said provision is enforceable by the City.

I understand the above to be the extent of the amendments. I further understand the undersigned representatives have authority to bind the City. If accepted and approved, please sign where indicated below.

Should you have any questions or concerns, please do not hesitate to contact me.

Sincerely,
SCHLABACH BUILDERS, LTD.



Roy A. Schlach
Its Authorized Member

ACCEPTED AND APPROVED:

Sean Staneart, City Manager

Donald Barnard, Mayor

February 28, 2023

City of Johnstown, Ohio
c/o Sean Stanart, City Manager
c/o Donald Barnard, Mayor
599 S. Main Street
Johnstown, OH 43031

Re: Additional Phases to Concord Crossing East

Dear Mr. Stanart and Mr. Barnard:

I am writing regarding our ongoing negotiations for the possible development of additional phases to Concord Crossing East, a residential development along Concord Road in Johnstown, Ohio. Specifically, Schlabach Builders, Ltd. plans to purchase 64.547 acres, known as Parcel No. 053-173502-00.000, Licking County, Ohio, currently owned by Johnstown Land Holdings, LLC. Said property would be developed into three additional phases of residential homes, with 153 total buildable lots.

I understand the City has conditioned the approval of the preliminary plat of said development on the following:

1. The terms of the Tree Removal Permit Letter Agreement between the parties dated February 27, 2023, a copy of which is attached as Exhibit A and incorporated herein by reference.
2. Schlabach Builders will contribute \$525,000.00 to the City for the purposes of extending and improving East Douglas Street. Schlabach Builders will have no further responsibility for said improvements, including without limitation: no duty to obtain bids, participate in the construction of said improvements or contribute any additional capital in excess of the referenced amount, regardless of the cost of said improvements.
3. Schlabach Builders will contribute \$100,000.00 to the City for the purpose of constructing an additional left turning lane from the southeast bound lane of South Main Street to the eastbound lane of Concord Road NW. Schlabach Builders will have no further responsibility for said improvements, including without limitation: no duty to obtain bids, participate in the construction of said improvements or contribute any additional capital in excess of the referenced amount, regardless of the cost of said improvements.
4. Schlabach Builders will be responsible and pay for the construction of a paved emergency access connecting the subdivision to the bike path. Said emergency access will be wide enough to accommodate emergency vehicles, not to exceed twenty feet (20') in width, with no curb or gutter.

5. Schlach Builders will acquire future phase developer rights from Johnstown Investments, LLC, and annex the property to the current Concord Crossing East subdivision.
6. Schlach Builders will convey to the City by Quit Claim Deed the triangular shaped parcel in the northwest corner of the property, being approximately 0.463 acres, more or less, as depicted on Exhibit B attached hereto, for no consideration.
7. Schlach Builders will convey to the City an Option to Purchase approximately 6.18 acres, more or less, depicted as 'Reserve A' on the attached Exhibit B. Said Option to Purchase shall be for a term of fifty (50) years from the date the Option Agreement is recorded. If City elects to exercise said Option to Purchase, the purchase price shall be One and no/100 Dollars (\$1.00). *99 years / amended*
8. Schlach Builders will grant to the City an easement to install pipelines and other facilities through said Reserve A to discharge water runoff and drainage into the stormwater facilities of subdivision, along with an easement for ingress and egress to construct, maintain, repair, replace and remove said facilities. The terms of said easement and exact location of said facilities shall be mutually agreed upon by the parties. Schlach Builders will have no responsibility for the installation of said facilities, including without limitation: no duty to obtain bids, participate in the construction of said facilities or contribute any capital towards the cost of said construction.
9. Schlach Builders will be responsible and pay for the construction of an expanded recreational area of Concord Crossing East. Said expansion will include: an additional inground pool of substantially similar size to the current pool, an open-air shelter house with two bathrooms, pickleball court and an additional paved parking area.
10. Schlach Builders will adopt the Declarations of Concord Crossing East, as amended, and encumber the property with said Declarations. The Declarations will specifically include the following: residences built on corner lots shall have concrete foundations on the front and sides of said residences covered by stone veneer or brick.

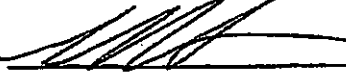
I understand the above to be the extent of the requirements and the City will require no further action or capital contribution for the approval of the preliminary plat for said contemplated development. I further understand the undersigned representatives have authority to bind the City. If accepted and approved, please sign where indicated below.

Should you have any questions or concerns, please do not hesitate to contact me.

Sincerely,
SCHLABACH BUILDERS, LTD.

Roy A. Schlachach member
Roy A. Schlachach
Its Authorized Member

ACCEPTED AND APPROVED:



Sean Stancart, City Manager

See Resolution 2023-20

Donald Barnard, Mayor

Exhibit A

February 27, 2023

**City of Johnstown, Ohio
c/o Sean Staneart, City Manager
c/o Donald Barnard, Mayor
599 S. Main Street
Johnstown, OH 43031**

Re: Additional Phases to Concord Crossing East

Dear Mr. Staneart and Mr. Barnard:

I am writing regarding our ongoing negotiations for the possible development of additional phases to Concord Crossing East, a residential development along Concord Road in Johnstown, Ohio. Specifically, Schlabach Builders, Ltd. plans to purchase 64.547 acres, known as Parcel No. 053-173502-00.000, Licking County, Ohio, currently owned by Johnstown Land Holdings, LLC. Said property would be developed into three additional phases of residential homes, with 153 total buildable lots, as depicted on the attached illustration.

I understand the City has agreed to grant an exemption from the tree permit application, as outlined in Johnstown City Codified Ordinance 1183.05, on the following conditions:

1. Schlabach Builders will plant street trees with 2"-2.5" diameter along all streets within the additional phases of said subdivision, to be in 26'-35' feet intervals.
2. Schlabach Builders mitigates tree removal by planting 200 trees with 1.5"-2" diameter in addition to the street trees referenced above. Approximately 150 of said additional trees will be planted on the lots and reserve areas of the additional phases and approximately 50 may be located in existing phases of Concord Crossing East, including its reserve areas and green spaces, in coordination with the homeowner's association.
3. Schlabach Builders pays a Tree Replacement Fee of \$10,000.00 to the Memorial Tree Fund adopted by Johnstown City Council.

I understand the above to be the extent of the requirements for the tree permit process. I further understand the undersigned representatives have authority to bind the City. If accepted and approved, please sign where indicated below.

Should you have any questions or concerns, please do not hesitate to contact me.

Sincerely,
SCHLABACH BUILDERS, LTD.

Roy Schlach
Roy A. Schlach
Its Authorized Member
Roy Schlach

ACCEPTED AND APPROVED:

Sean Staneart, City Manager

Donald Barnard, Mayor

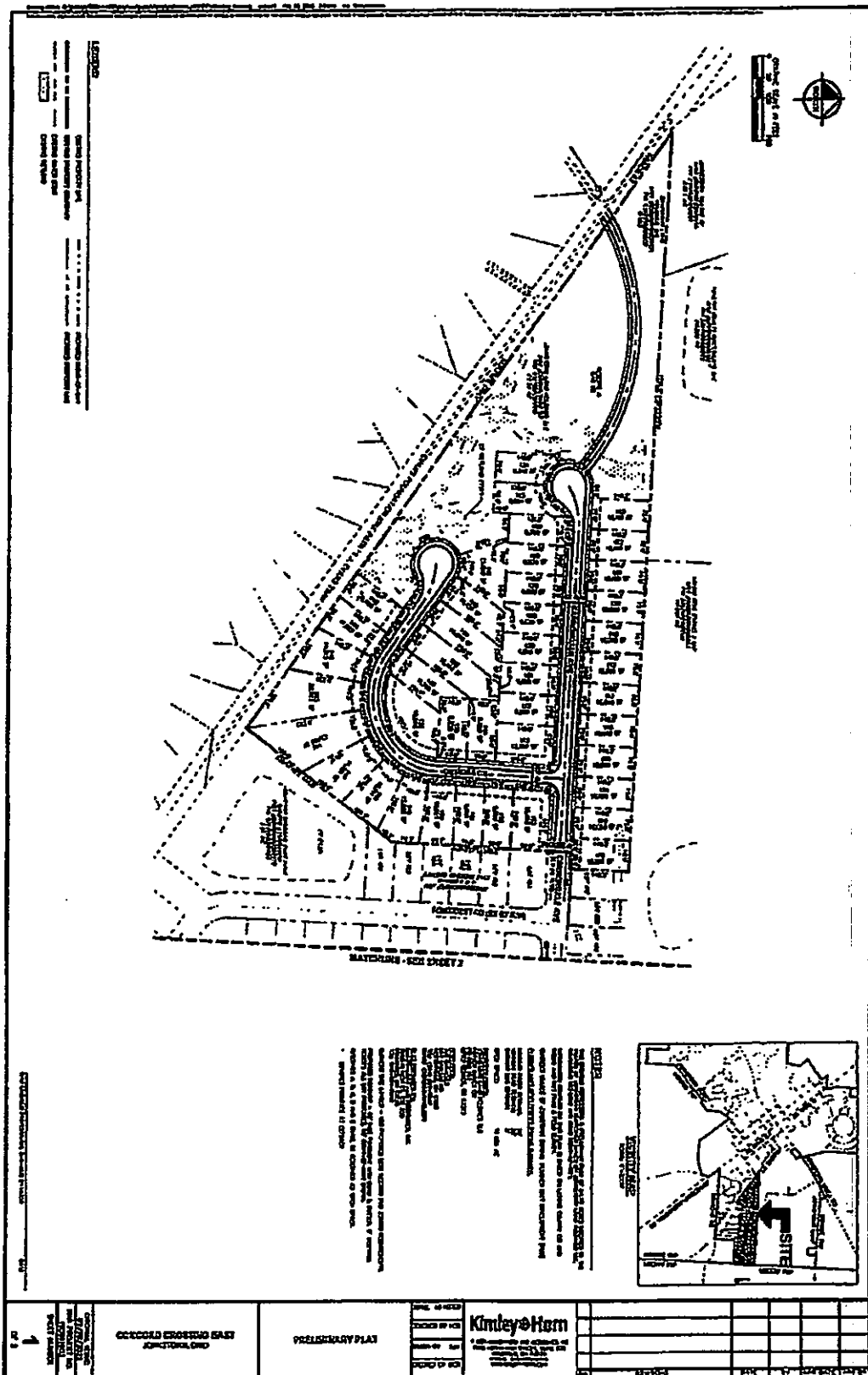


Exhibit B

Exhibit C

AGREEMENT FOR OPTION TO PURCHASE

THIS AGREEMENT, made this _____, 2025, by and between **Schlabach Builders, Ltd.**, an Ohio limited liability company, of 6678 State Route 241, Millersburg, Ohio 44654 ("Grantor"), and **City of Johnstown, Ohio**, of 599 South Main Street, Johnstown, Ohio 43031, ("Grantee").

WHEREAS, Grantor is the current Declarant of Concord Crossing East Subdivision, pursuant to the Assignment of Future Phase Developer Rights recorded at Instrument No. 202302280003481, Licking County, Ohio, and the Fourth Amendment to the Declaration of Covenants, Easements and Restrictions for Concord Crossing East and Annexation of Additional Property recorded at Instrument No. 202401040000201, Licking County, Ohio;

WHEREAS, Grantor owns a certain parcel of real estate, being approximately 6.184 acres designated as Reserve "A" of Phase 4 of Concord Crossing East as delineated on the Plat recorded at Instrument No. 202401010000200, Licking County, Ohio (PPN: 053-173502-00.167), as further described on the attached Exhibit A ("Premises"); and

WHEREAS, pursuant to City of Johnstown Resolution 2023-20, Grantor agreed to grant and convey an Option to Purchase the Premises to Grantee.

NOW THEREFORE, in consideration of the mutual covenants and obligations contained herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. **Option to Purchase.** Grantor grants to Grantee an exclusive option to purchase the fee simple interest of the Premises for the price and under the terms set forth herein ("Option").
2. **Purchase Price.** The purchase price for the fee simple interest of the Premises shall be One and no/100 Dollars (\$1.00), to be paid from Grantee to Grantor at closing.
3. **Term.** The term of the Option shall be fifty (50) years from the date this Agreement is recorded ("Option Term").
4. **Notice of Exercise.** Grantee shall notify Grantor of its intent to exercise the Option in writing, by certified mail, return receipt requested, within the Option Term.
5. **Closing.** Closing shall occur within ninety (90) days from the date Grantee properly exercises its Option, as provided above. Upon closing, Grantor shall convey to Grantee good and marketable title in fee simple to the Premises by a duly executed Warranty Deed in recordable form, free and clear of all liens and encumbrances whatsoever, except future taxes and assessments, restrictions and conditions of record, easements of record, zoning ordinances, public highways and leases of record. Grantee shall pay for any closing costs associated with the exercise of the Option, except those necessary for Grantor to convey good and marketable title.

8. **Assignment.** This Option is granted exclusively to Grantee and may not be assigned without the express, written consent of Grantor, its successors and assigns.

9. **Entire Agreement.** This Option Agreement constitutes the entire agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties with respect thereto.

10. **Governing Law.** This Agreement shall be construed under and in accordance with the laws of the State of Ohio.

11. **Binding Effect.** The terms, conditions and covenants of this Agreement shall be binding upon and inure to the benefit of the respective successors and, to the extent assignable, the assigns of the parties hereto. All action has been duly taken to authorize the undersigned Seller and Buyer to execute this Agreement on the respective parties' behalf.

12. **Severability of Provisions.** Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement of affecting the validity or enforceability of such provision in any other jurisdiction.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed this _____ day of _____, 2025.

GRANTOR

Schlabach Builders, Ltd.

By: _____
Roy A. Schlabach
Its Authorized Member

State of Ohio, County of Holmes, ss:

The foregoing instrument was acknowledged before me this _____, 2020, by Roy A. Schlabach, Authorized Member of Schlabach Builders, Ltd., an Ohio limited liability company on behalf of the limited liability company.

Notary Public

GRANTEE:

City of Johnstown

By: _____

Name: _____

Title: _____

State of Ohio, County of _____, ss:

The foregoing instrument was acknowledged before me this _____
2025, by _____, the
_____ of the City of Johnstown, Ohio, on behalf of the City.

Notary Public

This Instrument Prepared By:
Andrew P. Brower
Miller, Reynolds, Mason & Brower, Ltd.
88 South Monroe Street
Millersburg, Ohio 44654

Exhibit A

Real Estate Description

Situated in the County of Licking, State of Ohio, and in the City of Johnstown:

Being Reserve "A" as delineated on the Plat of Concord Crossing East Phase 4, as recorded at Instrument No. 202401040000200, Licking County, Ohio.

PPN: 053-173502-00.167

Exhibit D

RELEASE AGREEMENT

THIS AGREEMENT, entered into this March 12, 2025, by and between **Schlabach Builders, Ltd.**, an Ohio limited liability company ("Developer"), and **Concord Crossing East Homeowners' Association**, an Ohio nonprofit corporation ("HOA").

Whereas, Developer is the current Declarant pursuant to the Declaration of Concord Crossing East Subdivision and has full rights to develop additional phases of Concord Crossing East Subdivision;

Whereas, HOA is the homeowners' association for said Concord Crossing East Subdivision;

Whereas, upon acquiring future phase developer rights, Developer agreed with the City of Johnstown to make upgrades and additional improvements, not to exceed a total cost of \$350,000.00, to the community common area, being a 4.000 acre parcel (PPN: 053-173502-00.055) owned by HOA, as acquired in the Quit Claim Deed recorded at Instrument No. 201804180007379, Licking County, Ohio ("Common Area").

Whereas, Developer provided HOA with three proposals and corresponding estimates for said improvements to the Common Area and HOA, through a vote of its members, chose 'Option 2', summarized and evidenced as attached in Exhibit A ("Selected Improvements").

Whereas, Developer has completed the Selected Improvements and the parties wish to memorialize the satisfaction of its obligations herein.

- spending landscape, asphalt top coat, pickle ball net installation

Now therefore, in consideration of the mutual covenants and obligations performed and the consideration recited below, the parties agree as follows:

1. Selected Improvements Completed. The parties acknowledge and agree the Selected Improvements, as depicted and itemized in the attached Exhibit A, have been successfully completed by Developer. HOA accepts and approves the Selected Improvements 'as is' and 'where is' and agrees Developer has satisfactorily performed its obligations.

2. Amount Contributed for New Pool. The parties acknowledge and agree Option 2 contained a cash payment from Developer to HOA towards the cost of a future pool, originally estimated at \$166,120.00. The final cost of the Selected Improvements is summarized in the attached Exhibit B. The parties agree a final cash payment of \$134,721.00 from Developer to HOA, to be paid upon signing of this Agreement, shall satisfy Developer's obligation to contribute cash towards a future pool.

3. Release and Satisfaction. HOA agrees all obligations of Developer have been satisfied and hereby releases Developer from any further development of the Common Area.

4. Authority. The undersigned represent and warrant they have full authority to sign on behalf of the parties, respectively, and all company action has been duly taken to authorize the terms of this Agreement.

5. Binding Agreement. This Agreement shall be binding on and shall inure to the benefit of the successors, and assigns of the parties hereto. This Agreement contains all of the terms, conditions, and representations between the parties hereto, not to be amended or supplemented except as may be done in writing and signed by the parties hereto.

6. Governing Law; Venue. This Agreement shall be construed in accordance with the laws of the State of Ohio and venue shall lie with the Court of Common Pleas of Holmes County, Ohio.

7. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original, but when taken together shall constitute one instrument.

Signed this March 12, 2025.

HOA

**Concord Crossing East Homeowners'
Association**

By: on behalf of CCEHOA [Signature]
Leslie McKenzie
Its President

DEVELOPER

Schlabach Builders, Ltd.

By: Roy A. Schlabach
Roy A. Schlabach
Its Authorized Member



RESOLUTION 2025-22

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AMENDED AGREEMENT

WHEREAS, Resolution 2022-33 authorized the City Manager to enter into an agreement for Construction Manager At Risk (CMAR) for the water treatment plant expansion; and

WHEREAS, it is necessary to amend Section 3.4 of the agreement to allow compensation for Preconstruction Services; and

WHEREAS, the City Manager authorizes the contractor to begin preconstruction with a limit of \$4,000,000; and

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

Section 1. City Council hereby authorizes the City Manager to enter into the amended agreement and to approve up to \$4,000,000 to be spent for preconstruction services for the Water Treatment Plant Expansion as shown in the attached exhibit.

Section 2. It is found and determined that all formal actions of this City Council concerning and relating to the recommendation of adoption of this Ordinance were approved in an open meeting of this City Council and that meetings 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: June 3, 2025

By: _____

Mayor Donald Barnard

ATTEST TO:

APPROVED AS TO FORM:

Teresa Monroe, Clerk of Council

Yazan Ashrawi, Law Director

AMENDMENT NO. 1 TO ConsensusDocs® 500

STANDARD AGREEMENT AND GENERAL CONDITIONS BETWEEN OWNER AND CONSTRUCTION MANAGER

(Where the Basis of Payment is a Guaranteed Maximum Price with an Option for
Preconstruction Services)

Pursuant to Section 3.4 of the Agreement dated September 30, 2022 between the Owner, City of Johnstown, Ohio and the Construction Manager, Bowen Engineering Corporation for Johnstown Water Treatment Plant Expansion (the Project), the Owner and the Contractor desire to establish a Guaranteed Maximum Price ("GMP") for the Work. Therefore, the Owner and the Contractor agree as follows:

ARTICLE 1 GUARANTEED MAXIMUM PRICE

The Construction Manager's GMP for the Work, including the Cost of the Work as defined in Article 8 and the Construction Manager's Fee as set forth in Section 7.3, is Four Million Dollars (\$4,000,000). The GMP is for the performance of the Work in accordance with the exhibits listed below, which are part of this Agreement.

EXHIBIT A Johnstown Water Treatment Plant Expansion early works letter from Construction Manager, dated May 20, 2025, 2 pages.

ARTICLE 2 DATE OF SUBSTANTIAL COMPLETION

The Date of Substantial Completion of the Work is May 13, 2027, subject to adjustments as provided for in the Contract Documents.

ARTICLE 3 DATE OF FINAL COMPLETION

The Date of Final Completion of the Work is July 12, 2027, subject to adjustments as provided for in the Contract Documents.





RESOLUTION 2025-23

A RESOLUTION TO APPROVE THE JOB POSITIONS AND SALARY RANGES FOR ASSISTANT CITY MANAGER AND DIRECTOR OF STREETS-LAND-BUILDINGS-PARKS

WHEREAS, the City of Johnstown Council and Manager desire to create job descriptions and salary ranges for the City of Johnstown; and

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

Section One: Johnstown City Council approves the employment position and job descriptions for Assistant City Manager and Director of Streets, Land, Building and Parks as shown in attached Exhibits A and B.

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

Date of Introduction/Public Hearing/Vote: June 3, 2025

By: _____

Donald Barnard, Mayor

ATTEST TO:

APPROVED AS TO FORM:

Teresa Monroe, Clerk of Council

Yazan Ashrawi, Law Director

Assistant City Manager

GENERAL NATURE OF POSITION

Starting Wage Range (85,000 – 115,000)

The Assistant City Manager supports the City Manager in overseeing and directing the administrative operations of the city government. This role involves extensive collaboration with department heads, city officials, and the community to ensure the effective delivery of municipal services. This is a full-time, exempt position within the City of Johnstown and reports directly to the City Manager.

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Assist the City Manager in planning, directing, and coordinating city operations, services, and projects.
- Develop and implement city policies, ensuring alignment with the strategic goals and objectives of the city.
- Participate in the preparation and administration of the city budget; monitor expenditures and recommend budget adjustments.
- Supervise and evaluate the performance of department heads and other key staff; provide guidance and support to enhance their effectiveness.
- Serve as a liaison between the city administration and the public; address citizen concerns and facilitate community engagement.
- Oversee major projects and initiatives, ensuring they are completed on time, within budget, and meet the city's standards.
- Assist in the development of long-term plans and strategies to improve city services and infrastructure.
- Ensure city operations comply with local, state, and federal laws and regulations.
- Other duties as assigned.

QUALIFICATION SKILLS AND ABILITY REQUIREMENTS:

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Exhibit A

- Bachelor's degree in Public Administration, business administration or related field is preferred, and 5-8 years of progressively responsible experience in Public Service and supervisory experience in municipal management.
- Ability to listen, understand, retain, follow, apply, and communicate verbal and written instruction or directions.
- Working knowledge of Microsoft Office 365 and applications as well as a variety of software applications and hardware use including utilization of internet and file management.
- Ability to respond professionally and effectively to unforeseen changes in priorities.
- Must be able to function independently and make decisions based on sound judgment affecting areas of responsibility.
- Subject to 24 hours on call assignments under emergency.
- Must pass a criminal records check, an employment physical, and a drug alcohol screening test ongoing per employee manual.

RESIDENCY:

- Due to the need for emergency response residency within the city or 20-30 mile is encouraged.

PHYSICAL DEMANDS/WORK ENVIRONMENT:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this position. Reasonable accommodations may be made to enable individuals with disabilities to perform the functions. While performing the duties of this position, the employee is regularly required to talk or hear. The employee frequently is required to use hands or finger, handle, or feel objects, tools, or controls. The employee is required to stand; walk; sit; reach with hands and arms; climb or balance; and stoop, kneel, crouch, or crawl. The employee must occasionally lift and/or move up to 25 pounds. Specific vision abilities required by this position include close vision, distance vision, color vision, peripheral vision, and the ability to adjust focus. The noise level in the work environment is usually moderate.

WORK SCHEDULE:

- This position is located in the City of Johnstown. Work hours are Monday through Friday and schedule hours will be consistent with provision set forth in the employee handbook.

Note

This job description in no way states or implies that these are the only duties to be performed by the employee(s) incumbent in this position. Employees will be required to follow any other job-related instructions and to perform any other job-related duties requested by any person authorized to give instructions or assignments. All duties and responsibilities are essential functions and requirements and

Exhibit A

are subject to possible modification to reasonably accommodate individuals with disabilities. To perform this job successfully, the incumbents will possess the skills, aptitudes, and abilities to perform each duty proficiently. Some requirements may exclude individuals who pose a direct threat or significant risk to the health or safety of themselves or others. The requirements listed in this document are the minimum levels of knowledge, skills, or abilities. This document does not create an employment contract, implied or otherwise, other than an "at will" relationship.

Reviewed with employee by

Signature: _____ **Name (print):** _____

Title: _____ **Date:** _____

Received and accepted by

Signature: _____ **Name (print):** _____

Title: _____ **Date:** _____

The City of Johnstown is an Equal Opportunity Workplace. We value diversity and are committed to creating an inclusive environment for all employees.

Director of Streets, Land, Building and Parks

GENERAL NATURE OF POSITION

Starting Wage Range (67,000-82,000)

The Director of Streets, Land, Building and Parks is responsible for the overall management to include coordinating assigned programs and overseeing the daily assignments of employees involved in a variety of skilled and semi-skilled work in street repairs, utility work, or public works duties which may involve streets, buildings and park maintenance. Major emphasis will be on administrative and operational activities; however, work will also include assisting the City Manager in the implementation of departmental budgets, projects, policies and procedures. This is a full-time, exempt position within the City of Johnstown and reports directly to the City Manager.

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Develop and implement long-term plans for the city's streets, land, buildings, and parks to ensure sustainable growth and development.
- Plans, directs and schedules all maintenance, repair and construction of Street, Land, Building and Parks operations.
- Oversee construction and renovation projects, ensuring they are completed on time, within budget, and to the highest standards.
- Ensure the upkeep and efficient operation of all city-owned properties, including streets, parks, and public buildings.
- Ensures proper completion of assignments for superintendents and respective crews.
- In conjunction with the City Manager develop and manage the department's budget, including securing funding for projects and ensuring financial accountability.
- Collaborate with community members, government agencies, and other stakeholders to gather input, build consensus, and foster partnerships.
- Is the primary contact for ODOT.
- Ensure all projects and operations comply with local, state, and federal regulations.
- Lead, mentor, and manage a team of skilled and semi-skilled employees including identifying and resolving conflict. Recommends promotions and disciplinary actions to the City Manager.
- Responsible for hiring, recommending staffing levels, training and evaluating performance management.
- Implement safety rules and regulations in compliance with OSHA standards
- Promote and implement sustainable practices to protect and enhance the city's natural resources.

Exhibit B

- Participates on management teams to provide input into the development and implementation of citywide policies; assists with strategic planning and special projects; remains current on statewide policies impacting the streets, land, building and parks initiatives, best practices, legislative and regulatory developments in the field.
- Develop and oversee emergency preparedness plans related to weather (snow removal), infrastructure and public spaces.
- Responds to emergency calls and/or performs after hours' duties as required.
- Other duties as assigned.

QUALIFICATION SKILLS AND ABILITY REQUIREMENTS:

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily.

The requirements listed below are representative of the knowledge, skill and/or ability required.

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- Bachelor's degree in Public Administration, Engineering, Construction Management, or related field is preferred and 8-10 years of progressively responsible experience in Public Service and 5-7 years of supervisory experience or any combination of experience and education.
- Demonstrates advanced skill and specialized knowledge of techniques and tools used in construction, maintenance, and repair of Public Works facilities, systems, and infrastructure, including the regular use of specialized equipment.
- Knowledge of the methods, materials, and equipment used in construction and maintenance work in all aspects of streets, land, buildings and parks, including street tree and landscaping programs.
- Possesses and maintains a valid Class "B" CDL driver's license with endorsements and updates to meet requirements for renewal or to meet new state mandated requirements to perform the job.
- Confined Space Entry training and certification desired pre-employment or ability to obtain within 4 months of hire.
- Excavations Safety/Competent Person Certification desired, pre-employment or ability to obtain within 4 months of hire.
- Possesses and maintains First Aid and CPR training and certifications.
- Annual Lockout / Tagout Training.
- Personal Protective Equipment Training.
- Ability to listen, understand, retain, follow, apply, and communicate verbal and written instruction or directions.
- Working knowledge of Microsoft Office 365 and applications as well as a variety of software applications and hardware use including utilization of internet and file management.
- Ability to respond professionally and effectively to unforeseen changes in priorities.

Exhibit B

- Must be able to function independently and make decisions based on sound judgment affecting areas of responsibility.
- Subject to 24 hours on call assignments under emergency conditions and availability for rotating on-call assignments.
- Must pass a criminal records check, an employment physical, and a drug alcohol screening test ongoing per employee manual.
- Participates in random testing as part of the City's testing program.

RESIDENCY:

- Due to the need for emergency response residency within the city or 20-30 mile is encouraged.

PHYSICAL DEMANDS/WORK ENVIRONMENT:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this position. Reasonable accommodations may be made to enable individuals with disabilities to perform the functions. While performing the duties of this position, the employee is regularly required to talk or hear. The employee frequently is required to use hands or finger, handle, or feel objects, tools, or controls.

- Work may be performed inside a building or structure or outside in varying and extreme weather conditions for extended periods of time.
- Physical effort may be required to perform heavy manual labor in conjunction with Public Works staff in cramped spaces and under uncomfortable conditions,
- Ability to climb ladders, bend, reach, and stand for long periods of time.
- May be exposed to dust, traffic, and loud noise.
- Ability to mitigate risks or physical hazards from mechanical and electrical equipment or other Public Works equipment. Potential exposure to live sewer systems, human debris, drug paraphernalia, hot tar and asphalt, heavy equipment, working in and around trenches, hazardous gases, fumes, paint, chemicals, and pesticides.
- Implements and coordinates with the City Manager all necessary safety devices, personal protective equipment (PPE) and/or precautions necessary to maintain a safe working environment.
- Capable of lifting objects and equipment ranging in weight up to 100 pounds.

WORK SCHEDULE:

- This position is located in the City of Johnstown. Work hours are Monday through Friday and schedule hours will be consistent with provision set forth in the employee handbook.

Note

This job description in no way states or implies that these are the only duties to be performed by the employee(s) incumbent in this position. Employees will be required to follow any other job-related

Exhibit B

instructions and to perform any other job-related duties requested by any person authorized to give instructions or assignments. All duties and responsibilities are essential functions and requirements and are subject to possible modification to reasonably accommodate individuals with disabilities. To perform this job successfully, the incumbents will possess the skills, aptitudes, and abilities to perform each duty proficiently. Some requirements may exclude individuals who pose a direct threat or significant risk to the health or safety of themselves or others. The requirements listed in this document are the minimum levels of knowledge, skills, or abilities. This document does not create an employment contract, implied or otherwise, other than an “at will” relationship.

Reviewed with employee by

Signature: _____ Name (print): _____

Title: _____ Date: _____

Received and accepted by

Signature: _____ Name (print): _____

Title: _____ Date: _____

The City of Johnstown is an Equal Opportunity Workplace. We value diversity and are committed to creating an inclusive environment for all employees.



RESOLUTION 2025-24

**A RESOLUTION OF THE CITY OF JOHNSTOWN
APPROVING AN UPDATE TO THE ORGANIZATIONAL CHART**

WHEREAS, the City of Johnstown desires to update the Organizational Chart adopted by the city council in 2020 to reflect current and future job positions; and

WHEREAS, the Organizational Chart reflects the structure and form of government laid out in the Charter of Johnstown Ohio; and

WHEREAS, Its purpose is to illustrate the reporting relationships and chains of command within the organization; and

NOW, THEREFORE, be it resolved by the Johnstown City Council;

Section 1. Approves the organizational chart as presented in Exhibit “A”.

Section 2. The organization chart shall be phased in and become fully effective no later than April 1, 2026.

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 resulted in such formal action where meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code and the Charter for the CITY OF JOHNSTOWN.

Introduction/Public Hearing/Vote: June 3, 2025

By: _____

Mayor Donald Barnard

ATTEST TO:

APPROVED AS TO FORM:

Teresa Monroe, Clerk of Council

Yazan Ashrawi, Law Director

