



Regular Council Meeting
Tuesday, September 2, 2025 - 6:30 PM
AGENDA

1. Call to Order
2. Roll Call
3. Invocation
4. Pledge of Allegiance
5. Approval of Agenda
6. Action on Minutes
 - a. August 19, 2025
7. Proclamation
8. Proclamation - Licking County Soil & Water River Round Up
 - a. Proclamation
9. Citizen comments on matters not on the agenda
10. Council Committee reports
 - a. **Planning & Zoning:** 8/26/25 canceled; Next 9/9/25 @ 6:30 pm council chambers
 - b. **Design Review Board:** Met 8/26/25; Next 9/9/25 @ 5:00 pm council chambers
 - c. **Safety & Service:** 9/2/25; Next 10/7/25 @ 5:30 pm council chambers
 - d. **Finance:** Next 9/16/25 @ 5:30 pm council chambers
11. Director Reports
 - a. Service Departments; Water, Sewer, Street
 - b. Service Director
12. Tabled Legislation - None
13. Public Hearings of Legislation
 - a. **ORDINANCE 07-2025** AN ORDINANCE TO AMEND ORDINANCE 19-2023, SECTION 2.3 PERMITTED AND CONDITIONAL USES IN THE PLANNED DEVELOPMENT DISTRICT
 - b. **RESOLUTION 2025-35** A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A GREEN CHAPEL ROAD RIGHT-OF-WAY AND TRANSFER AGREEMENT
14. Introduction of Legislation
 - a. **ORDINANCE 08-2025** AN ORDINANCE AMENDING PART THREE – TRAFFIC CODE OF THE CODIFIED ORDINANCES OF THE CITY OF JOHNSTOWN
15. Charter Review Discussion
16. Other Business
 - a. Trick or Treat
17. Executive Session to discuss pending court action
18. Executive Session to consider the employment of a public employee
19. Adjourn

Next Council Meeting; September 23, 2025



Regular Council
Tuesday, August 19, 2025 - 6:30 PM
MINUTES

1. Call to Order

Mayor Donald Barnard called to Order the City of Johnstown Regular Council Meeting for August 19, 2025 at 6:31 PM.

2. Roll Call

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

Absent - None

Staff present - Sean Staneart - City Manager, Dave Delande - Finance Director, Jack Liggett - Service Director, Rusty Smart - Chief of Police, Trevor Traphagen - City Planner, Teresa Monroe - Clerk of Council

Public present - Jamie McNally, Bre Barto, Ruthie McKenzie, Beth Kistler Olds, Mike Sileargy, Mike LaScola, Matthew Huggins, Kevin Riffe and family, Melinda Baine, Kristen Grillo

3. Invocation

Councilman Barr offered the invocation.

4. Pledge of Allegiance

5. Approval of Agenda

No changes were made.

6. Proclamation

City Council presented former Mayor Kevin Riffe with a proclamation to honor his service to the city.

7. Action on Minutes

a. August 5, 2025

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

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

NOES: None

ABSTAIN: Bob Orsini; absence

Passed 6 - 0

8. Citizen comments on matters not on the agenda

No comments.

9. Presentation: Ohio EPA

Johnstown has updated its Source Water Protection Plan. Ruthie McKenzie with the Ohio EPA and Bre Barto with the Rural Water Association attended for a presentation to explain what this is about, why we do it and how this is going to help us in the future. On behalf of the city and water department, Mayor Barnard accepted a Certificate of Recognition presented for efforts to protect the community's source of drinking water by completing this plan.

10. Council Committee reports

- a. **Planning & Zoning:** 8/12/25 Canceled; Next 8/26/25 @ 6:30 pm council chambers
- b. **Design Review Board:** Met 8/12/25; Next 8/26/25 @ 5:30 pm council chambers
Three applications for various projects, all reviewed and approved.
- c. **Finance:** 8/19/25; Next 9/16/25 @ 5:30 pm council chambers
Met tonight, topic discussed will be brought up in other business.
- d. **Facilities Committee:** 8/5/25 Canceled
Meeting will be rescheduled.
- e. **Safety & Service:** Next 9/2/25 @ 5:30 pm council chambers
- f. **Design Review Steering Committee:** Met 8/12/25
The Steering Committee continues to review and edit the draft.

11. Director Reports

- a. Police Chief
Report included with the packet. Chief Smart provided an update that he has provided a conditional offer of employment to an individual, they will begin the hiring process.

12. Tabled Legislation - None

13. Public Hearings of Legislation

- a. **ORDINANCE 06-2025** AN ORDINANCE TO AMEND THE JOHNSTOWN GATEWAY PD DISTRICT MAP BY ADDING SIX PARCELS TOTALING 28.7 +/- ACRES AND TO EXPAND THE BOUNDARIES FOR SUBAREAS 1, 3, AND 4 OF PD DISTRICT
Jamie McNally recapped that they are annexing additional ground along Green Chapel and rezoning it and moving the property lines to make some of the sites more marketable. There is an additional annexation coming along Green Chapel to fill in that last "missing tooth".

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

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

Passed 7 - 0

- b. **ORDINANCE 07-2025** AN ORDINANCE TO AMEND ORDINANCE 19-2023, SECTION 2.3 PERMITTED AND CONDITIONAL USES IN THE PLANNED DEVELOPMENT DISTRICT
Tonight is the advertised public hearing. Sean Staneart said this went before the Planning and Zoning Commission who recommended approval. This is a new form of electrical generation, if this were to pass, there is a likelihood that we will be the first in Ohio.

City Planner Trevor Traphagen highlighted items in his staff report included in the public packet.

He said that AEP came to the city with an application to amend the adopted PD zoning district, they are requesting to allow additional accessory uses. He said with his review, he did not see any issues with the Comprehensive Plan, land use or adjacent zoning etc. This use would not generate additional traffic, maybe an occasional service visit, this is simply to support and generate electricity on site for the data center. He said he understands they make about as much noise as a dishwasher. These will be a grid parallel system, which means if the overall electric grid goes down, these devices become inactive and no longer produce electricity, so this is different than other proposals where there is an on-site power plant that would run all of the time. As far as where these can go on a site, they would have to meet any accessory structure setbacks and any buffering requirements.

Melinda Baine, the AEP Project Manager for the fuel cells, and Kristen Grillo with Bloom Energy attended to present on the fuel cell technology. Ms. Grillo said the Bloom Energy fuel cells convert natural gas into electricity through an electro-chemical process without combustion. The fuel cells are designed for modularity, like building blocks, depending how much power is needed. Water is used only at initial startup to produce steam and stabilize the heat while the fuel cells are producing the electricity, there will be no water usage during normal operations. She said the fuel cell itself looks like the size of a bathroom ceramic tile and they can be stacked for more power. The stack is placed in the power module, that is where the chemical reaction happens, that is where the startup will happen and where the electricity is produced and then exported. The lifecycle of a fuel cell is fifteen to twenty years and at end of life, Bloom would remove it and they are recycled at their plant. The cells can be serviced individually, if one goes down, it can be pulled out and replaced. Tiffany Hollis asked what the city's incentive to agree to this use would be. Trevor Traphagen said this will allow for a more expeditious build out of the Planned Development, currently we are at the whim of grid updates to make these possible, this is a solution that is out there, that can be supportive of the grid, and is modular enough to be removed if and when the permanent infrastructure is available. Mayor Barnard said at this point, AEP only has so much power to give and if we have customers who want to come here and build here and AEP doesn't have the electricity, we can't bring those economic development projects in, this is our bridge to get them here sooner. Ms. Grillo further presented on the safety features, showed some site photos and answered council member questions.

Trevor Traphagen said that the request is just to allow these accessory uses for Data Centers, in his staff report, he recommended that if council were amenable, they could adopt language that would allow this use anywhere within the Planned Development, he said the PD allows for other energy intensive uses that could benefit from it.

Public Hearing:

1. Matt Huggins

- Asked if there were any part of these machines that will not be recycled once they are at their end of use and taken down. Ms. Grillo said no, they are recycled and refurbished.
- Asked what impact on our natural gas supply will these have. Ms. Baine said each project is reviewed from a capacity and capability perspective on an individual basis, so each project is assessed on how they can get gas to the facility without impacting the current use in each of the areas. If additional capacity needs to be brought in, then new pipelines will be built in order to maintain the current supply being used by the current residential and district areas.

- c. **RESOLUTION 2025-33** A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR, ACCEPT, AND ENTER INTO A WATER SUPPLY REVOLVING LOAN ACCOUNT (WSRLA) AGREEMENT ON BEHALF OF THE CITY OF JOHNSTOWN FOR CONSTRUCTION OF WATER FACILITIES; AND DESIGNATING A DEDICATED REPAYMENT SOURCE FOR THE LOAN
- Sean Staneart said that council has passed two pieces of legislation previously but in going through compliance for the Ohio EPA and the loan structure, they are requesting updated

legislation. Clerk Monroe said that the former council passed this exact resolution in 2022 but the EPA felt three years had been too long to use that resolution. Mr. Green asked when we would be breaking ground on this. Mr. Staneart said this fall, Jack Liggett said he met with Bowen yesterday and their hope is to move their trailers and items in after Labor Day and start with the underground piping by the first of October. Tiffany Hollis asked if legislation was approved in 2022 why we didn't move forward then. Sean Staneart said there was some analysis done and costs came in higher than anticipated, they wanted some further analysis. He said if they had built at that time, annual debt payments would have started earlier and there is a bit of art and mathematics associated, trying to find that sweet spot where users are coming online, for the PD district, in order to pay for those debt services. Bob Orsini said the options came through Finance Committee and there were options, and timing consideration for pre-existing debt falling off, he can't say why it didn't happen immediately, but he knows how we got from that point to this point, it was based upon when was the best time to lay the money out for recovery rate and trying to time the market a bit. Ryan Green said he understands wanting to have end users, he noted section two of the resolution that dedicated repayment is user fees and asked if that was current residents. Mr. Staneart said the plant being constructed is not just for new users, part of what we are doing is to repair and replace the old plant, in conjunction with that, we are adding capacity. When we talk about who is paying for this, obviously, current customers are paying for it because we are renovating an old plant that has outlived its lifecycle, and the anticipation of new customers coming online to help pay some of that additional cost. He said there is a combination, and he would hesitate to say that our current customers are going to bear the entire load, but there is some responsibility by current customers because the current plant is beyond its life capacity. Jeff Barr said he knows there is an automatic five percent water rate increase set yearly and asked if it would go up any more than that five percent. Sean Staneart said hopefully not, we don't have a crystal ball, but these are based on pretty good calculations but obviously, we are projecting into the future so there is a certain degree of estimation. Mr. Barr asked if Mr. Staneart anticipated coming to council for additional money for fiscal year 2026. Mr. Staneart said for fiscal year 2026 he does not anticipate any additional request. Mr. Staneart said with the Ohio EPA loan, you have to submit a market projection analysis that has a complex spreadsheet associated with it, discussion on the calculations used, anticipated revenues versus anticipated expenditures, additional water users etc. Mr. Staneart said there are deficiencies, not uncommon, for the first couple years, there is a reason we have a reserve, tap and capacity fees, to draw upon if necessary, you have to show that those balances exist, and as users come online, the equation starts to right itself. Mr. Staneart said if council wants a copy, he is happy to share it, Mr. Barr said he thinks this was given in a Finance Committee meeting a while back. Mayor Barnard said that is why he thinks it is important with the AEP thing today, that they are able to get these users on board and not have to wait for the power generation to make this all work out. Mr. Staneart said they are using conservative numbers, he would never want to see the city in a situation where we have to have development that is not value added but doing it out of the necessity to balance our water and sewer plant. Jeff Barr said he remembers the presentation when he talked about the fund balances and how for years it dropped and then at a certain point it comes back up and rebuilds itself, he found that helpful to understand, maybe at a light Safety & Service Committee meeting we could have that back on for review and let all of council know they will go through it again, he found it helpful and all of council could have the good understanding that he took away from it.

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

ACTION: Bob Orsini moved to approve as written; Jeff Barr 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

d. **RESOLUTION 2025-34** RESOLUTION APPOINTING A MEMBER TO THE GREATER JOHNSTOWN PARK AND RECREATION DISTRICT BOARD OF TRUSTEES

Mayor Barnard said council interviewed for this position a month ago, the Greater Johnstown Parks and Rec is reorganizing and one piece of that is bringing in Monroe Township. This morning, the GJPRD board voted to allow membership to Monroe Township for one seat, the school would have two seats and the City of Johnstown would have two seats. Another part of this, he said we have to agree that we are good with this and notify the GJPRD board. There were no objections by any member of council to Monroe Township holding a seat on the board.

ACTION: Donald Barnard moved to nominate Ashley Kusner to be appointed for the term beginning August 15, 2025 and ending August 15, 2027; 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

14. Introduction of Legislation - None

15. Other Business

1. Mayor Barnard said the mammogram bus has come before and parked in the admin office parking lot. Johnstown Lifestyle invited Behavior Health out of Newark to come set up at the Farmers Market. In 2024 they had sixty people from Johnstown come visit them in Newark. After having it here this year, so far, they have had over seventy people come visit them. They would like to come again and set up in the parking lot on the square more consistently, discussion on location. Mr. Orsini said he would like to ask staff to come up with some type of permitting to regulate, maybe permitted for free public health.

2. Mayor Barnard said with the new zoning code enforcer starting, what is council's desire for the level of enforcement. In the past, the code official would get comments from some council members saying they saw this or that. With the new person starting, should council be reporting or should it be complaint driven etc. Mr. Staneart said that from a code enforcement standpoint staff obviously wants to respect the codified ordinances in place, but there are limitations on staff and also trying to measure that with public outreach and good will and compliance. He said they have tried to have enforcement be complaint driven, or if it is a glaring issue, then we are not going to turn a blind eye to what needs to be addressed, some violations are more visible than others. Mr. Staneart said for council to give the direction and they will do whatever with the staff and resources they have. Mr. Orsini said that staff member reports to the Manager, Council oversees the City Manager, the rest falls under the City Manager's hat, if a council person wants to report something, they are a citizen and can report too, but should be considered as such, not with any other weight given to the request. Council would act on it the same way a citizen would and call it in. Ms. Hollis asked if the new enforcement officer would be working the same schedule or days that Terry worked. Sean Staneart said no, this one is a little different, and it will be on a trial basis for the next month, this individual will be doing it on their time, we will give them the applications on a daily basis, they will be addressing those whether it be in the evening, throughout their regular day or on weekends. For code violations, he will be driving through the community at various times and days to identify any issues and with complaints received, he will evaluate. The zoning code enforcement officer will have their own phone extension for fielding calls. Jack Liggett said in the past, the service department has forwarded the OUPS locate information if relative to decks, fences etc., to the code enforcement officer, did they want to continue that. Sean Staneart said to continue whatever was done in the past. Wes Kobel asked how many hours this individual

was expected to work per week. Mr. Staneart said no more than thirty-two hours per week, it is a part-time position and will vary depending on the workload. He added that this individual has previous experience in code enforcement and building code so he hopes this will actually be more proficient and less hours will be needed to achieve the same workload. He also anticipates that when we fill the planner position, they will be the first filter and lessen calls to the zoning code officer.

3. Tiffany Hollis asked the clerk to add Charter Review Commission discussion to the next agenda.

4. Ryan Green reminded folks that we are back to school, back to sports and to watch out for kids on the road. Adult softball started back up on Sundays, they need subs or can just come watch. Reminder for OPWC grant and filing, discuss at the next Safety Service committee.

5. Dave Selan said Johnstown football versus Zanesville on Friday, home game. Brought up solicitors and some very aggressive sales people, he asked how they start taking a look at the solicitation ordinance and fine tuning. Chief Smart said the police will enforce, that residents just need to call dispatch, provide a location, physical description and vehicle if driving. Added that he was very happy and flattered by the response to a video he posted on Facebook, in nine days it had thirty thousand views, he thanked the community.

6. Sean Staneart made council aware of a slight change to the police staff; at the beginning of the year, the city was going to hire two officers, after the Chief assessed his needs, he determined that hiring one officer and one Sargeant would better meet the needs of the city and would have no effect on the 2025 budget and a \$12,000 effect on 2026.

7. Mayor Barnard said Ray Ray's BBQ opened today, El Ray is doing a lot of work on their building and plans to open in September, so with those and Mastodon Ice Cream, the downtown is hopping.

16. Executive Session to consider the employment of a public employee

Mayor Barnard said Ms. Hollis is sick and he is not feeling that well tonight either, did council members want to go into Executive Session or move it to another night. The topic is not dire, just things that need to be discussed. Consensus to move it to the next meeting.

ACTION: Bob Orsini moved to amend the agenda removing item 16 Executive Session; Jeff Barr 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

17. Adjourn

ACTION: Donald Barnard moved to adjourn; 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

The meeting ended at 8:24 pm.

Next Council Meeting September 2, 2025

Proclamation

Recognizing the 30th Annual Licking County River Roundup

WHEREAS, the Licking County River Roundup is celebrating its 30th year of service, community action, and environmental stewardship; and

WHEREAS, since its inception, the River Roundup has united volunteers, students, families, organizations, and local governments in the shared mission of cleaning and protecting the Licking River and its tributaries; and

WHEREAS, over the past three decades, this event has removed countless tons of trash and debris from our waterways, enhanced the health of our local ecosystems, and strengthened a culture of conservation in Licking County; and

WHEREAS, River Roundup exemplifies the power of collaboration, education, and grassroots engagement, with support from schools, municipalities, nonprofits, and corporate sponsors; and

WHEREAS, the 30th Annual River Round Up marks a major milestone in the legacy of environmental progress and community pride; and

Now Therefore be it Proclaimed, the City of Johnstown in Licking County does hereby proclaim Saturday, September 6, 2025 as ***Licking County River Round Up Day*** and urges all citizens to participate in this effort to clean-up our local waterways in order to maintain and protect our water for the well-being of present and future generations.

Mayor Donald Barnard
City of Johnstown
September 2, 2025



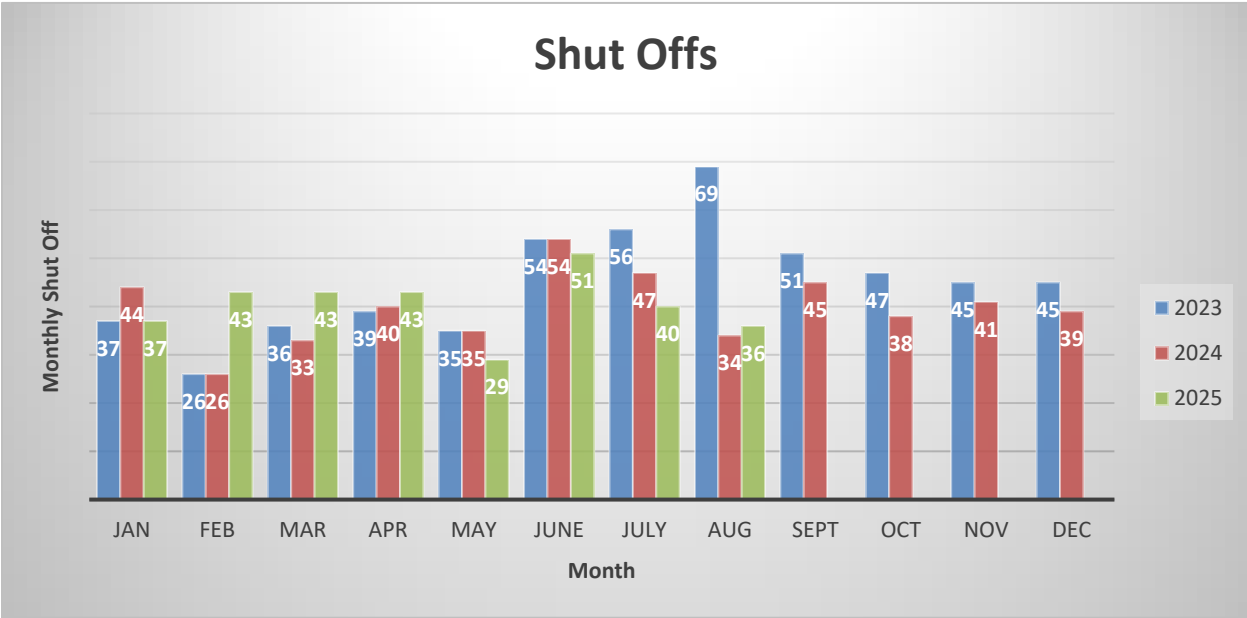
August 2025 Water Council Report



Water Plant August 2024

- 1) As of August 28th, the flow is 21.584 MG.
- 2) There were 36 shut offs.
- 3) Worked on locates.
- 4) Worked on work orders.
- 5) The Water Department had 2.25 hours of training.
- 6) Tim Perry worked 12 hours for the Street Department.
- 7) Changed lime feeders, took #2 feeder out and put #1 lime feeder in service. We cleaned #2 feeder and the feed line.
- 8) Investigated water leaks on Edwards Rd and behind TSC.
- 9) On August 18th, was in a meeting with Jacob's and Bowen for up-dates on the Water Plant Expansion Project.
- 10) Ben Lycans relocated leak detection equipment to monitor leaks in the system.
- 11) Plant personal mowed grass.
- 12) Worked on up-dating EPA Lead Inventory spreadsheet.
- 13) Worked on and submitted monthly EPA reports.
- 14) On 8-19-2025, Ben Taylor and 2 new IT employees from USABlueBook toured the Water Plant.

Thank you,
Terry Nichols
Chief Water Operator
City of Johnstown



Daily Plant Tap Test Results

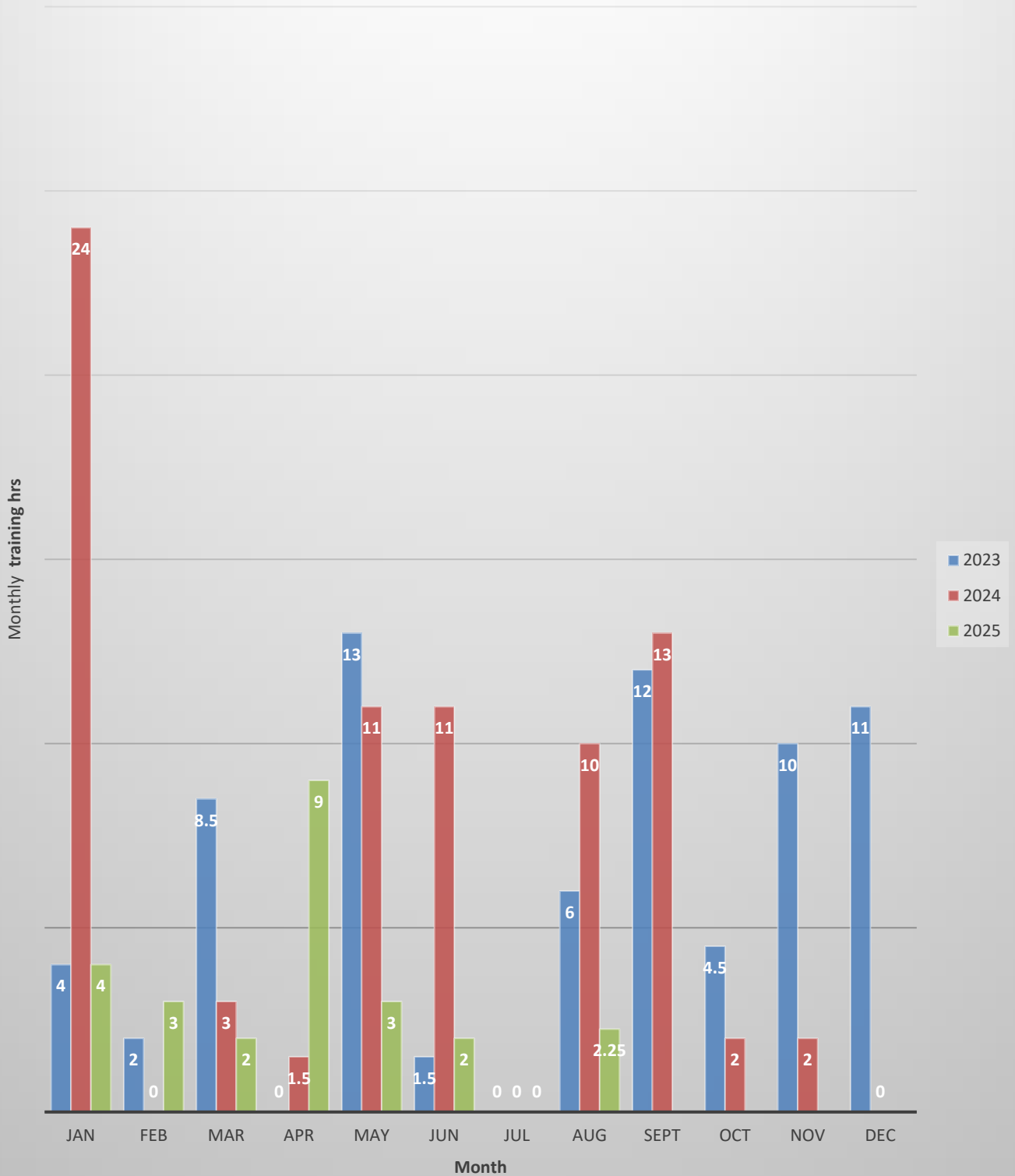
Date	PH	Phenol	Total	Total	Plant Tap Cl2		
		Alkalinity	Alkalinity	Hardness	Free	Total	Combined
Aug-01	8.11	0	45	138	0.95	1.02	0.07
Aug-02	8.01	0	46	153	0.96	1.03	0.07
Aug-03	7.90	0	48	125	0.96	1.05	0.09
Aug-04	7.96	0	49	143	0.96	1.10	0.06
Aug-05	7.85	0	48	141	0.95	1.01	0.06
Aug-06	8.11	0	51	142	0.91	0.95	0.04
Aug-07	7.98	0	48	140	0.92	1.01	0.09
Aug-08	7.96	0	49	141	0.92	0.99	0.07
Aug-09	7.90	0	49	140	1.24	1.34	0.10
Aug-10	7.60	0	50	139	1.12	1.22	0.10
Aug-11	8.02	0	49	138	1.06	1.10	0.04
Aug-12	7.73	0	47	136	1.07	1.10	0.03
Aug-13	7.79	0	48	138	1.03	1.11	0.08
Aug-14	7.68	0	49	139	1.18	1.23	0.06
Aug-15	8.04	0	49	138	1.03	1.09	0.06
Aug-16	8.11	0	54	140	1.02	1.10	0.08
Aug-17	7.99	0	49	139	0.94	1.02	0.08
Aug-18	8.01	0	48	140	1.11	1.16	0.05
Aug-19	8.00	0	49	139	1.05	1.12	0.07
Aug-20	8.05	0	48	139	1.03	1.10	0.07
Aug-21	8.08	0	49	139	1.13	1.21	0.08
Aug-22	7.92	0	51	142	1.11	1.17	0.06
Aug-23	8.20	0	49	146	1.20	1.30	0.10
Aug-24	7.93	0	50	140	0.96	1.05	0.04
Aug-25	7.97	0	48	140	1.13	1.17	0.04
Aug-26	8.09	0	49	139	1.11	1.15	0.04
Aug-27	8.01	0	48	138	1.10	1.14	0.04
Aug-28	8.03	0	49	140	1.12	1.20	0.08
Aug-29	8.11	0	51	142	0.99	1.03	0.04
Aug-30		0					0.00
Aug-31		0					0.00
Average	7.97	0	49	140	1.04	1.11	0.07

Total Alkalinity: 35-55 mg/L

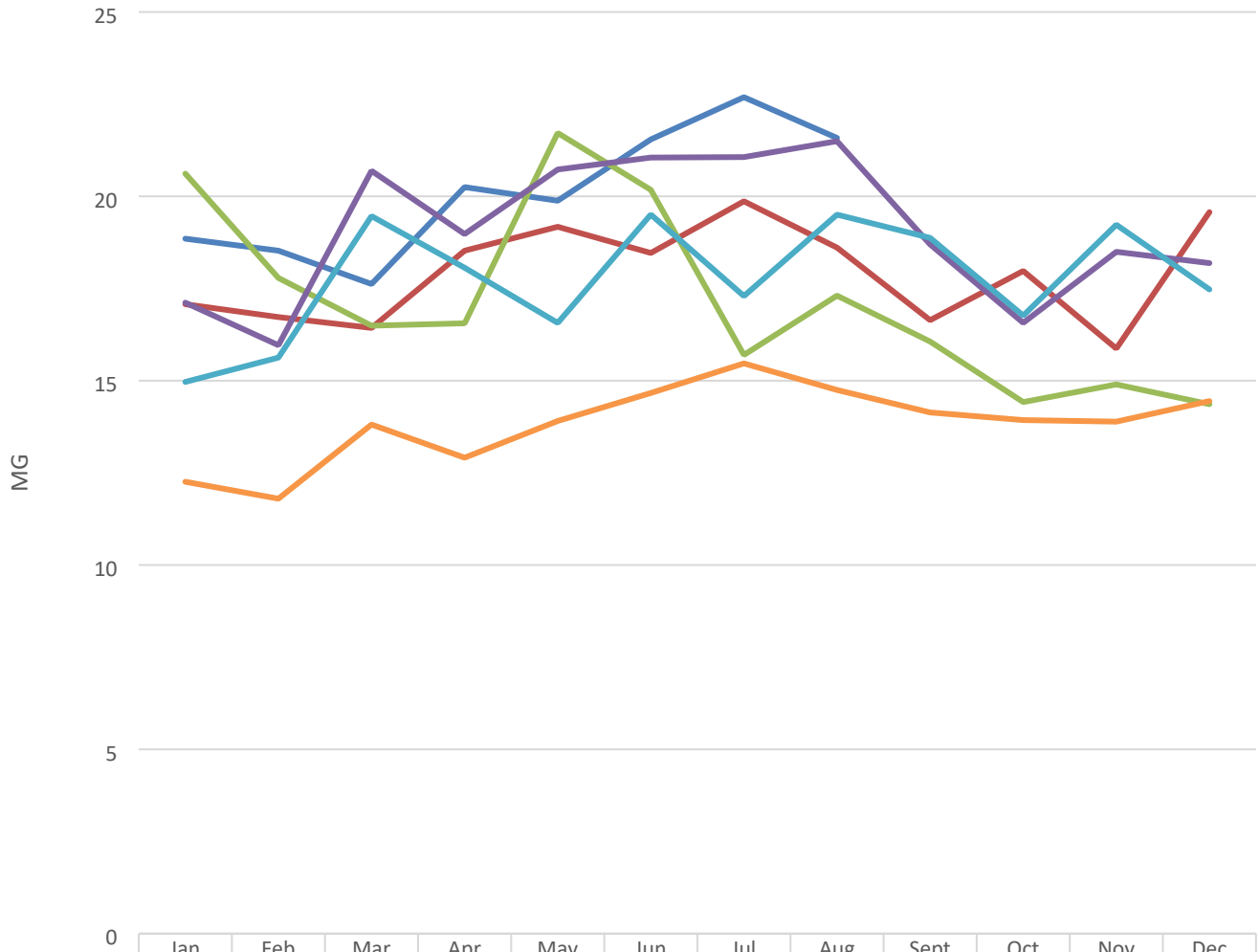
Phenol Alkalinity: 0-2 mg/L Hardness: 135 – 150 mg/L (Higher hardness is due to running # 2 L.S. well pulling water from deeper part of the aquifer)

Free Chlorine: 0.85-1.10 mg/L

Training Hours



Monthly Influent MG



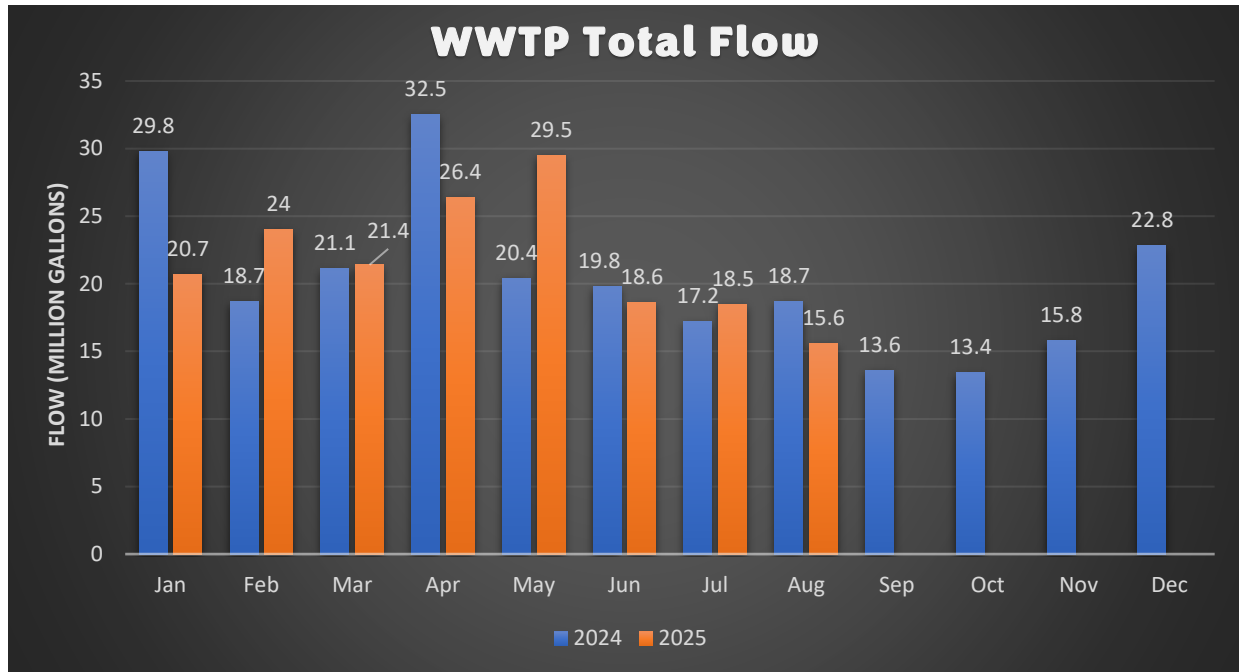
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
2025	18.851	18.526	17.622	20.25	19.881	21.544	22.689	21.584				
2024	17.074	16.725	16.431	18.526	19.174	18.464	19.866	18.609	16.641	17.976	15.872	19.571
2023	20.616	17.786	16.492	16.556	21.719	20.176	15.698	17.307	16.061	14.42	14.898	14.362
2022	17.116	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

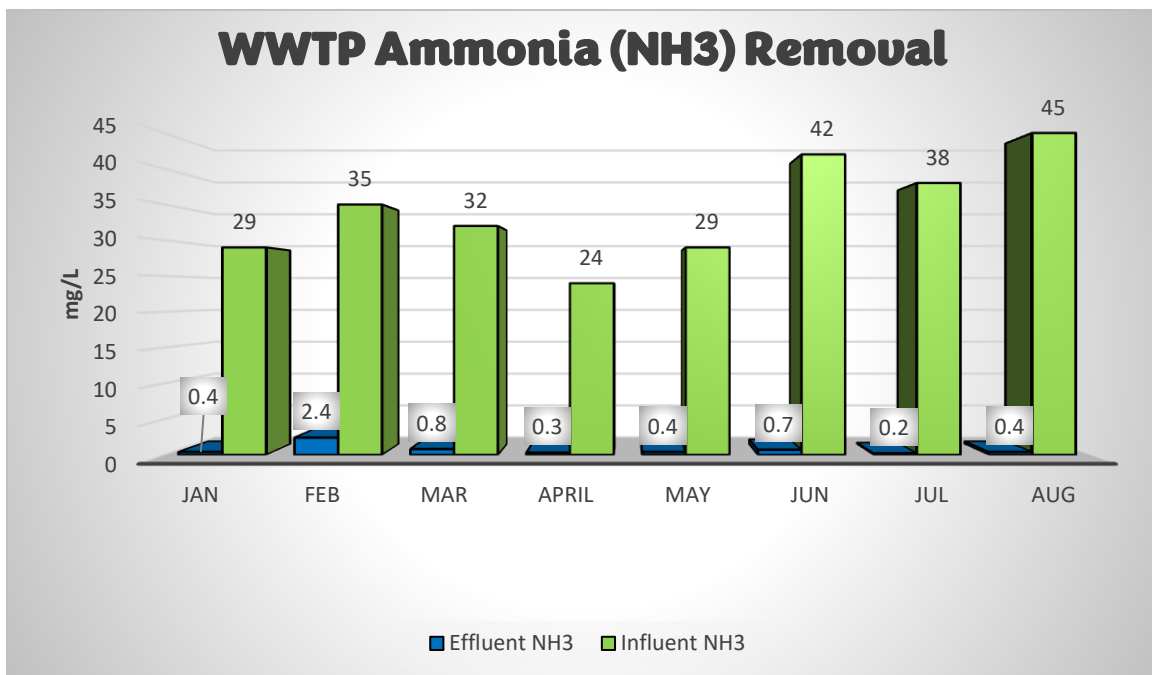


August 2025

Sewer Department Report



Plant Efficiency Charts

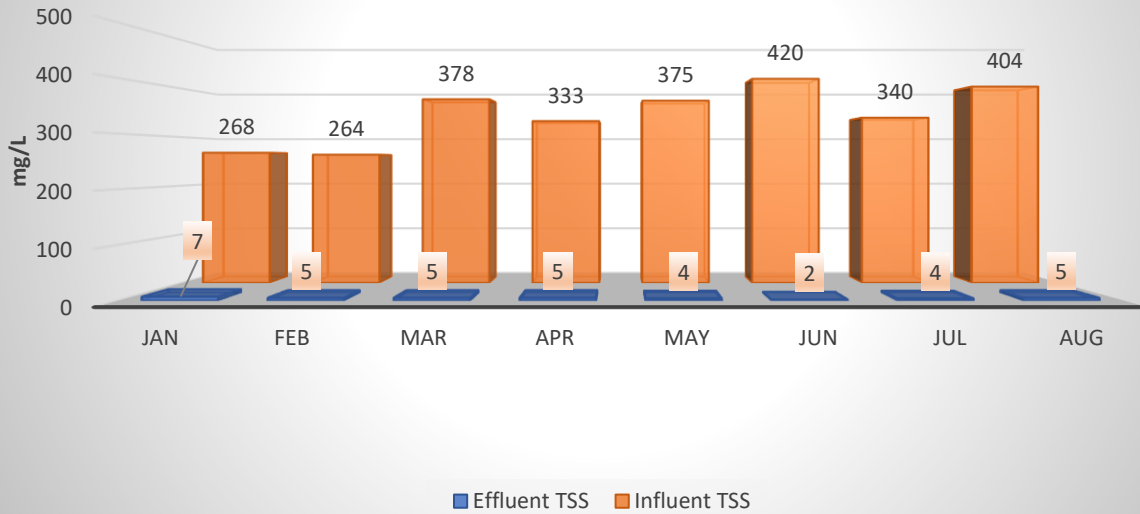


Average % of NH3 removed for the month = **99%**

Discharge Limitations

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

WWTP Total Suspended Solids Removal

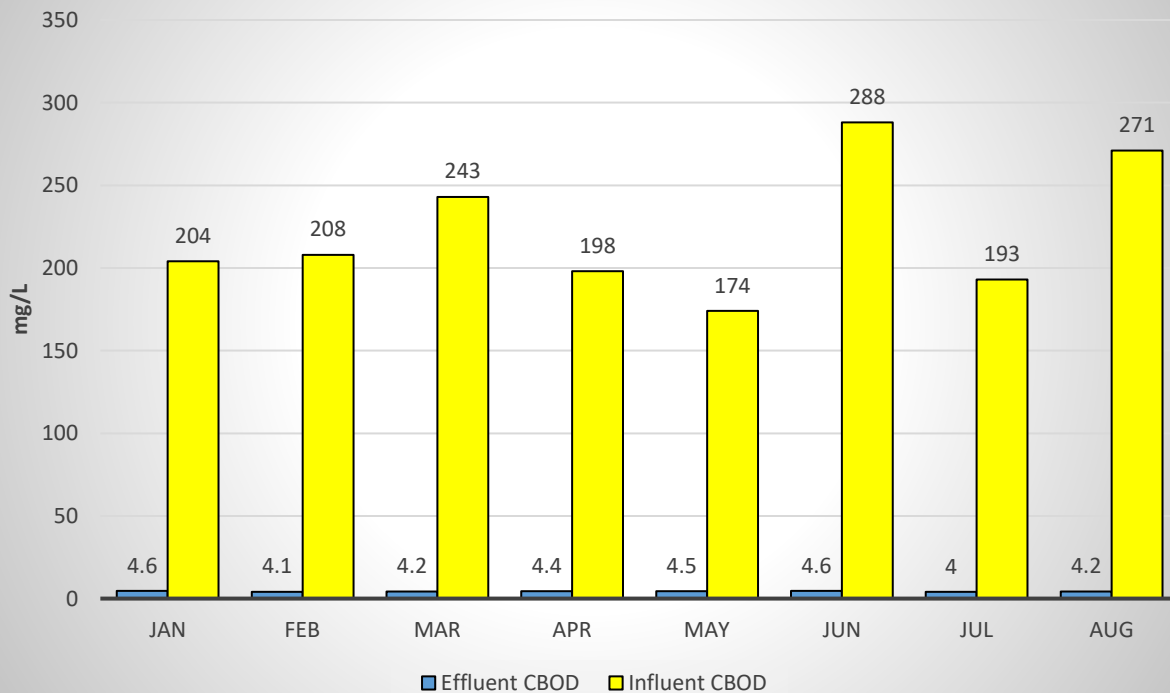


Average % of TSS removed for the month = **99%**

Discharge Limitations

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

WWTP CBOD Removal



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

Discharge Limitations

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

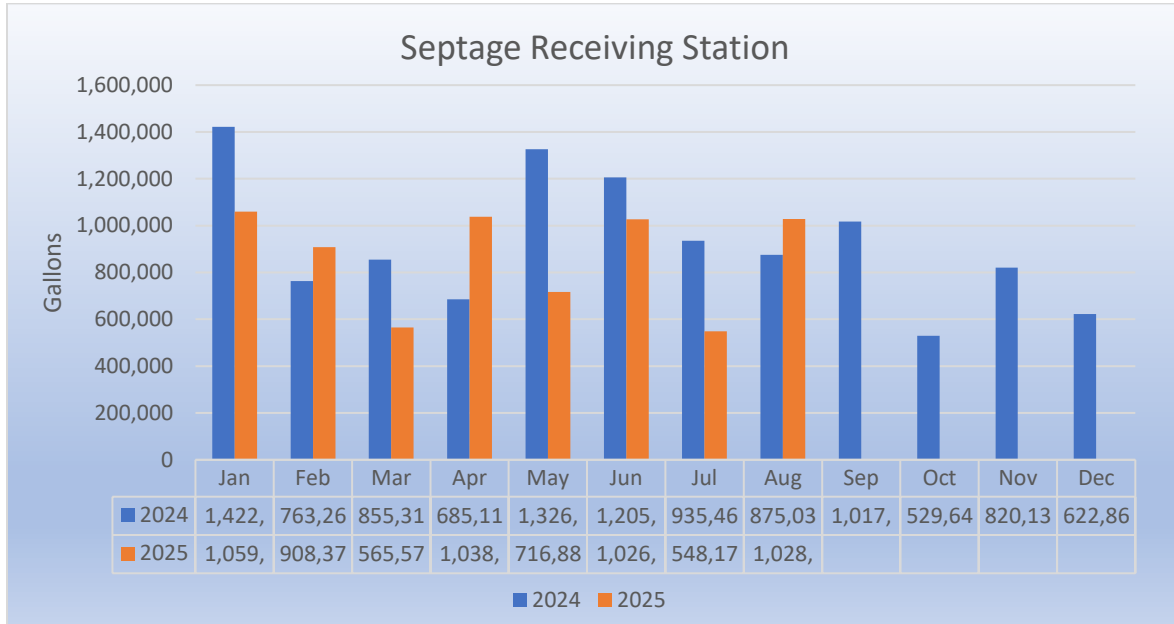
Work Highlights

- Sewer Inspections
 - 2 existing sanitary service line repairs
- Amount of sludge pressed (dewatered) – 427,102 gallons
- Routine plant operations and preventative maintenance
- GRIT Pump Replacement

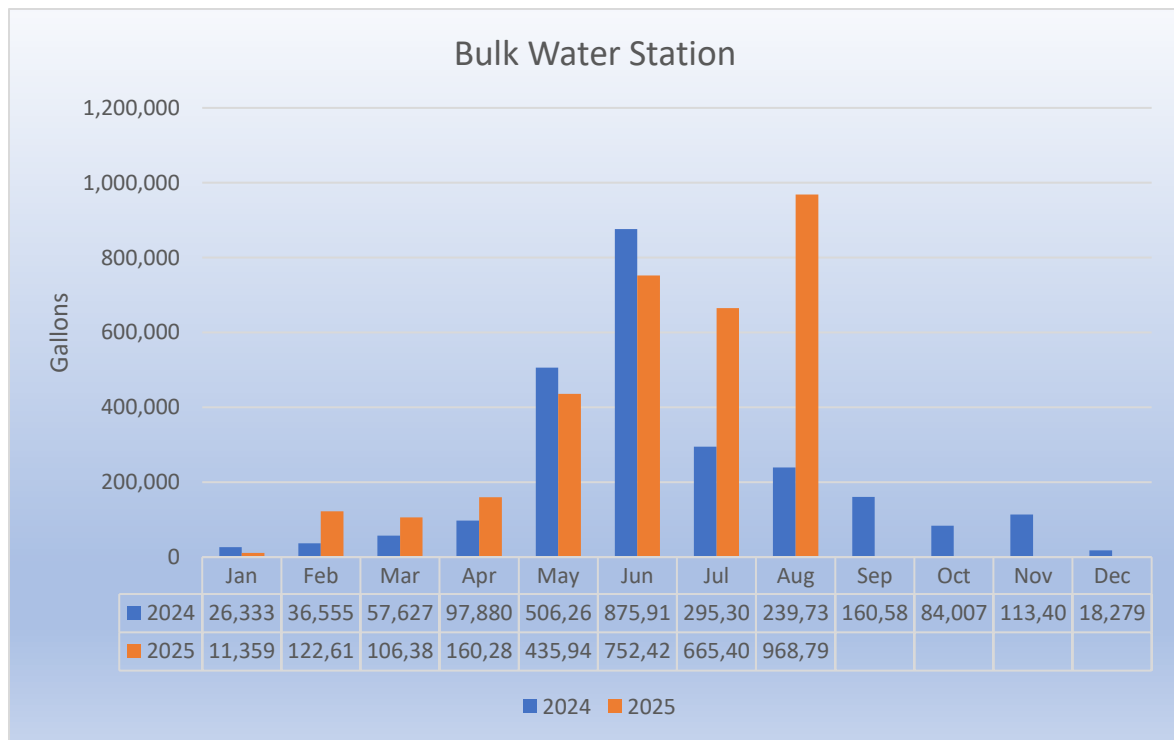


BULK SEWER & WATER

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

August 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
- Put up no parking signs and barricades for each event uptown
- Cut , cleaned and replaced concrete in the curb skirt at 289 stone hedge
- Street sweeping
- Replaced red light on Oregon at Jersey st
- Replaced the red traffic light at E Jersey and 37
- Replaced the light at 378 Buena Vista
- Hauled 2 loads of stone in the Mack
- Replaced outlets and covers at Hanna's park
- Cut, removed and replaced concrete broken around the storm drain 33 Westview Dr
- Cleaned up trees on Concored rd and Central Station Dr so residents can see to pull out on Concord Rd
- Cut, tore out and replaced concrete around the second catch basin on Concord Rd

Water Maintenance

- Water break on 62 by Granville Mill
- Dug up checked and back filled water line at 136 Saratoga
- Vaced out water line for repair on Edwards by 269 Edwards Rd

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) 2 times a week during summer months
- Trail head toilet checked and cleaned (weekly)
- Cleaned up parks from storms and blowing trash
- Mowing all parks and right of ways
- Replaced swings and chains at Hanna's park

Sewer Maintenance



Service Directors Report

8/28/2025

- 1) Water Plant Update – Bowen will be moving construction trailers in after Labor Day.
- 2) Wastewater Plant Update – Phosphorus equipment has been installed. Phosphorus removal started 8/28/25. Testing has begun to set chemical feed rates. Met with Jacobs on 8/7/25 and 8/26/25 for continued design work.
- 3) Coughlin Apartments – No new information
- 4) Source Water Assessment – The EPA attended the August 19 meeting to explain the project and give the city a certificate of completion which was accepted by the mayor.
- 5) Leak Detection – Three leaks were found and repaired this month. The first was on 62 by Granville Mill, the second was at 136 Saratoga and the last was on Edwards Rd.
- 6) Road Projects – Micro Sealing contracts have been signed
- 7) Concord Crossing East Phase 3 – Work is continuing.
- 8) Starting Preliminary discussions with EMH&T about Mink Street water and sewer lines.
- 9) Presentation on the Johnstown water facility detailing the water systems past expansions up through its current expansion was given at the One Water State conference in Cleveland. We received many compliments on the presentation.



**AN ORDINANCE TO AMEND ORDINANCE 19-2023, SECTION 2.3 PERMITTED AND
CONDITIONAL USES IN THE PLANNED DEVELOPMENT DISTRICT**

WHEREAS, Ordinance 19-2023, Section 2.3 lists Permitted and Conditional Uses for the Planned Development Zoning District (PD); and

WHEREAS, the city has received an application for amendment to the language in Item E, Data Center Uses; and

WHEREAS, at their July 22, 2025 meeting, the Planning and Zoning Commission made a recommendation to Council that the amendment to Ordinance 19-2023 be granted; and

**NOW THEREFORE BE IT ORDAINED BY THE CITY OF JOHNSTOWN, COUNTY OF LICKING,
STATE OF OHIO, AS FOLLOWS:**

Section 1: That the City Council accepts the amendment to Ordinance 19-2023, Section 2.3 (E) as follows. Additions are shown in *italics*.

Ordinance 19-2023, Section 2.3, Permitted and Conditional Uses, Item (E).

(E) Data Center Uses (DC). Data Center (DC) uses are intended to include data centers and related accessory uses. “Data centers” shall be defined to mean “a facility containing large groups of networked computer servers typically used by organizations for the remote storage, processing and distribution of large amounts of data and information.” “*Related accessory uses*” *are to include non-combustion based, Distributed Generation (DG) devices such as fuel cells and Energy Storage Systems (ESS). Non-combustion Distributed Generation (DG) shall be defined as “a device or collection of devices generating electricity near the point of use without relying on burning fuels.” Energy Storage Systems (ESS) shall be defined as “a device or collection of devices designed to store energy for later use.*

Section 2: It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of the Council and that all deliberations of this Council and any of its committees which resulted in such formal actions were in meetings so open to the public in compliance with all legal requirements of the City of Johnstown, Licking County, Ohio.

Introduction/Public Hearing: August 19, 2025

Vote: September 2, 2025

Effective Date:

BY: _____

Mayor Donald Barnard

ATTEST TO:

APPROVED AS TO FORM:

Teresa Monroe, Clerk of Council

Yazan Ashrawi, Law Director

Dec 07. 2025

City of Johnstown
Administrative Offices
www.johnstownohio.org

CITY OF JOHNSTOWN, OHIO

599 S. Main Street
Johnstown, Ohio 13031
Telephone: 740-967-3177



AMENDMENT PERMIT APPLICATION: CHAPTER #1137

Application Number: 7.2-20 Date: 6, 25, 2025

FEES:

Number of Certified Letters to Contiguous Property Owners if applicable: @ \$ NA Total: \$ —

Newspaper Advertising Expense: \$ 115.62 ^{P2} & Applicable acres: — @ \$10 per acre: \$ —

Application Fee: \$600 \$ 99.92 council # 7000000603

Total Fee Amount: \$ 600.00 Paid: Check # 3000000601 / Cash: —

(PLEASE PRINT)

Applicant's Name: Ohio Power Company Phone: (614) 883 - 6883

Mailing Address: 700 Morrison Road City: Gahanna State: OH Zip: 43230

E-mail Address: mtlascola@aep.com Zoning District: PD Zone

Property Address: N/A Johnstown, Ohio 43031

Business name: N/A

Description of the property to which Amendment would apply if enacted: —

Property which is zoned as PD

IN ADDITION, THE FOLLOWING ITEMS MUST ACCOMPANY THIS APPLICATION:

1. Attach a Legal Description. If applicable. N/A
2. Attach a separate list of property owner's names and addresses contiguous to and directly across the streets(s) from the property and the mailing addresses of all such persons if applicable. N/A
3. Attach a redline copy of the of the proposed ordinance changes the applicant is requesting for consideration. **See Attached Word Document → "AEPOhio/Johnstown PD Zoning Amendment".**

4. Attach a statement of the relation of the proposed amendment to the general welfare of the community, to appropriate plans for the area and to the changed or changing conditions behind the request for the amendment, and proposed, existing and proposed. **See Attached.**
5. Attach a list of any deed restrictions, easements, covenants and or encumbrance to be used to control use, development and maintenance of land and proposed uses shall be fully denoted by text and map. **See Attached.**

**** The undersigned is applying for a Map Amendment Permit for the following use; said permit to be issued based on the information contained within this application. The applicant hereby certifies that all information and attachments to this application are true & correct and agrees to follow all applicable regulations.*

Applicant's Signature: Michael R L. Lora Date: 6 / 3 / 2025

OFFICE USE ONLY:

Date Received in Office: 6 / 23 / 25 By: Sashbrook

Planning and Zoning Commissioners Hearing Date: 7 / 22 / 2025

Permit was Approved Issued on Date: ____/____/____

Permit was Denied on Date: ____/____/____

Commission Chairperson Signature: x _____

Additional Comments or Requirements: _____

Item 1 – Attach a Legal Description. If Applicable.

Blank – not site specific. This request is for PD Zoning change

Item 2 – Attach a separate list of property owner’s names and addresses contiguous to and directly across the streets(s) from the property and the mailing addresses of all such persons if applicable.

Blank – not site specific. This request is for PD Zoning change

Item 3 - Redlined Version of the proposed ordinance changes the applicant is requesting:

Amendment language to be added to Ordinance 19-2023, Section 2.3, Permitted and Conditional Uses, Item (E). Item (E) existing language below with requested added language in red.

(E) Data Center Uses (DC). Data Center (DC) uses are intended to include data centers and related accessory uses. “Data centers” shall be defined to mean “a facility containing large groups of networked computer servers typically used by organizations for the remote storage, processing and distribution of large amounts of data and information.” *“Related accessory uses” are to include non-combustion based, Distributed Generation (DG) devices such as fuel cells and Energy Storage Systems (ESS). Non-combustion Distributed Generation (DG) shall be defined as “a device or collection of devices generating electricity near the point of use without relying on burning fuels.” Energy Storage Systems (ESS) shall be defined as “a device or collection of devices designed to store energy for later use.*

Item 4 - Attach a statement of the relation of the proposed amendment to the general welfare of the community, to appropriate plans for the area and to the changed or changing conditions behind the request for the amendment, and proposed, existing and proposed.

The intent of the proposed amendment is to provide a clear means of allowing on-site distributed generation (DG) for uses that typically has significantly larger electrical loads while fostering the use of environmentally friendly energy technologies.

Item 5 - Attach a list of any deed restrictions, easements, covenants and or encumbrance to be used to control use, development and maintenance of land and proposed uses shall be fully denoted by text and map.

Blank – not site specific.

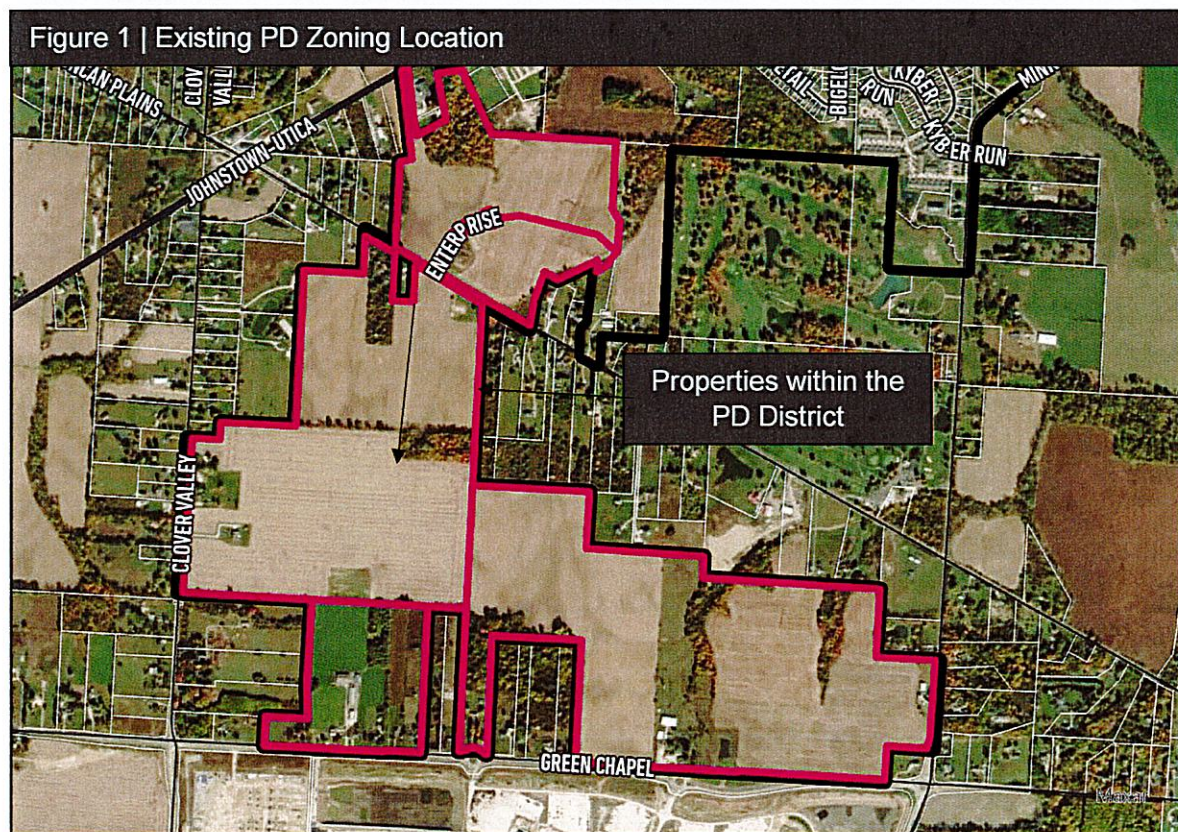
PLANNING STAFF REPORT

APPLICATION 17-2-20 PD ZONING TEXT AMENDMENT REQUEST

INTRODUCTION

To:	Planning and Zoning Commission & City Council
Reviewer:	Trevor Traphagen, AICP (MKSK)
Applicant:	Ohio Power Company
Request:	Amend the Johnstown Opportunity PD zoning text to introduce on-site power generation that does not utilize combustion of fuel to generate power on-site.
Recommendation:	Review the proposed request and take action as to amend the Johnstown Opportunity PD. See page 5 for conclusions and further information.

EXISTING PD ZONING LOCATIONS



BACKGROUND INFORMATION

The applicant is requesting to amend an existing allowable use within the PD zoning district established by Ordinance 19-2023. The change, as proposed, would apply to Data Center uses within subarea 1 of the PD zoning district and, if approved, will expand the allowable accessory use associated with Data Centers on all properties within that same subarea of the PD zoning district.

The proposed changes, if adopted, are unlikely to impact the overall development pattern of the PD district, as the change is specific to accessory uses for data centers.

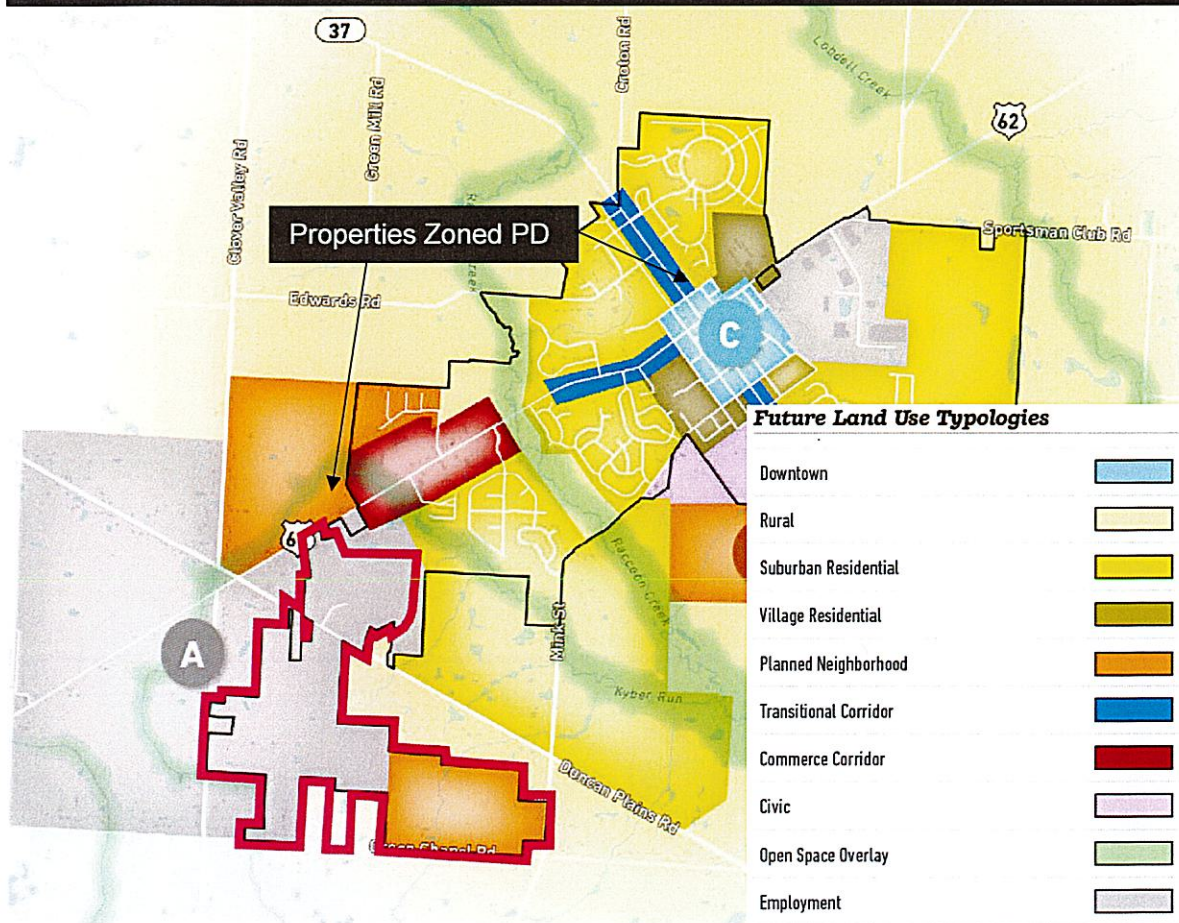
COMPREHENSIVE PLAN REVIEW

The 2024 Comprehensive Plan designates the properties currently zoned PD as “Employment” and “Planned Neighborhood”. Figure 2, on the following page, illustrates the 2024 Comprehensive Plan Future Land Use Map. The Comprehensive Plan generally designates the southern area of Johnstown as the focus for locating future employment uses. The descriptions of the Employment and Planned Neighborhood land uses included in the comprehensive plan state:

Employment describes land areas that are ideal to facilitate high-wage employment growth. These areas are scaled to accommodate a wide range of building footprints, where new industries may require a variety of facilities for integrated supply chains, ranging from distribution centers, research and development facilities, warehousing, and data storage.

Planned Neighborhood are defined by contemporary conservation design principles and incorporates all the best characteristics of Johnstown's existing residential neighborhoods. Planned Neighborhoods include open space, protection of stream corridors, trail connections, stormwater retention strategies, and a network of streets that provide multiple connections to existing arterials and adjacent neighborhoods.

Figure 2 | 2024 Comprehensive Plan Future Land Use Map



Reviewer Comment: The proposed changes to the adopted PD text will pose minimal changes to the overall development pattern in this area. Allowing the identified parcels to develop as technologies evolve will foster better overall use of land and minimize the timeframe in which the PD will build out.

ANALYSIS OF PROPOSED USES

The applicant is proposing to introduce a new accessory use, specifically for data centers to include on-site power generation that does not utilize combustion of fuel to generate power. Per the application submitted with the request, the applicant is proposing to include the following accessory use to the Data Center Use under Section 2.3 of Ordinance 19-2023:

“Related accessory uses” are to include non-combustion based, Distributed Generation (DG) devices such as fuel cells and Energy Storage Systems (ESS). Non-combustion Distributed Generation (DG) shall be defined as “a device or collection of devices generating electricity near the point of use without relying on burning fuels.” The application further notes: “Energy Storage

Systems (ESS) shall be defined as “a device or collection of devices designed to store energy for later use.”

The applicant also provided the following statement with the application for this request: “The intent of the proposed amendment is to provide a clear means of allowing on-site distributed generation (DG) for uses that typically has significantly larger electrical loads while fostering the use of environmentally friendly energy technologies.”

Reviewer Comment: The proposed use utilizes a non-combustion-based process to generate electricity on-site, not dissimilar to photovoltaic cells (solar panels). Based on initial discussions with the applicant, the equipment does not emit noticeable exhaust gases, and the noise produced is comparable to that of a dishwasher.

CODE AMENDMENT CRITERIA FOR REVIEW

Chapter 1137.06 of the Codified Ordinances establishes five review criteria that shall be considered as part of an application to amend the code. A review of these criterion is below:

- (a) Relationship of the amendment to the public health, safety, and general welfare.

Reviewer Comment: The proposed use of non-combustion-based power generation infrastructure as an accessory use to Data Centers is becoming more common as limitations of the electrical grid infrastructure in this area are continually reached by new development. Based on discussions with the applicant, there is minimal noise generated by the proposed technology, and the equipment is metal boxes that are mounted to the ground. The equipment is of a small enough size to be screened by landscaping/screening requirements established in Subarea 1 of the PD district. Based on the proposed use, and the limitations of how the City can regulate this use per ORC, no impacts to public health, safety, and general welfare were identified based on documents provided with the application.

- (b) Compatibility of the proposed amendment to adjacent land use, adjacent zoning and to appropriate plans for the area.

Reviewer Comment: The adjacent land uses are in a state of transition. With the ongoing construction of the Intel semi-conductor manufacturing facility south of Green Chapel Road, the former rural residential character is quickly transitioning to employment and data-based uses. As this application is to allow a new accessory use, not a primary use, and is consistent with the surrounding PD zoning, the proposed amendment is consistent with the surrounding zoning and land use patterns.

- (c) Effects of the proposed amendment on access and traffic flow.

Reviewer Comment: The reviewer is unable to provide an in-depth analysis of access and traffic flow as the proposed is an accessory use, which is secondary to the primary use of the site, a Data Center. As this use is intended solely to support the data center use, it is not expected to generate any additional traffic or cause additional site access to be provided.

- (d) The relationship of topography to use intended or to its implications.

Reviewer Comment: The topography of the existing areas within this PD are not inherently problematic to the development of the proposed uses. The areas are generally flat with some slight rolling topography changes. Additionally, the applicant provided examples of these generating units mounted on top of buildings similar to a typical HVAC system; therefore, topography should not be prohibitive in establishing this accessory use.

- (e) Relationship of the proposed use to the adequacy of available services and to general expansion plans.

Reviewer Comment: Based on information provided and discussions with the applicant, no additional water or sewer services will be required to support this use. This use is to allow on-site power generation to support a primary use (Data Centers). Based on the application, no impediments to general city expansion have been identified as part of this review.

CONCLUSION

Based on the information provided and the application submitted, there are not currently any inconsistencies identified with the adopted Comprehensive Plan or the existing zoning district as related to the proposed accessory use. Given the information that the proposed use does not use a combustion-based process, the equipment is modular and mounted to the ground, is designed to be removed if / when necessary, and can be mounted on a building itself, the reviewer does not identify any inconsistencies between the long-range plans for the city and the proposed application. Given the limited ability of any city to regulate power generation uses by the Ohio Revised Code, approval of this request is recommended by the reviewer.

Reviewer Comment: The application is requesting to allow this non-combustion-based power generation to occur as an accessory use only for data centers. If the Planning and Zoning Commission and City Council desire, this use could be expanded to all allowable uses within Subarea 1 or within the PD district. As this is a use that does not generate traffic or utility demands this accessory use could be applied to the PD district to facilitate a more robust build-out of the lands within this PD.



RESOLUTION 2025-35

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A GREEN CHAPEL ROAD RIGHT-OF-WAY AND TRANSFER AGREEMENT

WHEREAS, New Albany is or will be constructing significant improvements to the public street known as Green Chapel Road, generally between and including the intersections of that street with Mink Street on the east and U.S. Route 62 on the west; and

WHEREAS, some portions of the rights-of-way and of the properties are either incorporated within New Albany or Johnstown, while other portions are located within unincorporated areas; and

WHEREAS, the Parties desire to enter into this Agreement to provide methods and procedures for (i) all of the rights-of-way necessary to accommodate the Green Chapel Improvements to eventually be under the ownership of New Albany, (ii) all such rights-of-way in which the Green Chapel Improvements are located to eventually be within the municipal limits of New Albany, and (iii) all of the land north of the rights-of-way in which the Green Chapel Improvements are located to eventually be annexed to, or annexable to, Johnstown; and

WHEREAS, the Parties also desire to enter into this Agreement to provide the means for certain easements to be granted in favor of Johnstown to allow for the future construction of a paved leisure path and/or fencing to the north of and adjacent to the right-of-way of Green Chapel Road; and

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

SECTION 1. That the City Manager is hereby authorized to enter into the Green Chapel Road Right-of-Way and Transfer Agreement 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: September 2, 2025

By: _____

Mayor Donald Barnard

ATTEST TO:

APPROVED AS TO FORM:

Teresa Monroe, Clerk of Council

Yazan Ashrawi, Law Director

GREEN CHAPEL ROAD RIGHT-OF-WAY AND TRANSFER AGREEMENT

This GREEN CHAPEL ROAD RIGHT-OF-WAY AND TRANSFER AGREEMENT (this “Agreement”) is made and entered into so as to be effective on the last date of signature by a party hereto (the “Effective Date”), by and between the **CITY OF NEW ALBANY**, a municipal corporation organized and existing under the constitution and the laws of the State of Ohio and its Charter (“New Albany”), the **CITY OF JOHNSTOWN**, a municipal corporation organized and existing under the constitution and the laws of the State of Ohio and its Charter (“Johnstown”), **THE JOHNSTOWN LAND COMPANY II LLC**, a Delaware limited liability company (“JLC”), and **MBJ HOLDINGS, LLC**, a Delaware limited liability company (“MBJ”). New Albany, Johnstown, JLC, and MBJ may hereinafter be referred to individually as a “Party” or collectively as the “Parties”.

BACKGROUND

WHEREAS, New Albany is or will be constructing significant improvements to the public street known as Green Chapel Road, generally between and including the intersections of that street with Mink Street on the east and U.S. Route 62 on the west as more specifically defined in Section 2 below as the “Green Chapel Improvements”; and

WHEREAS, on the Effective Date some portions of the rights-of-way for Green Chapel Road and streets intersecting with Green Chapel Road which are impacted by the Green Chapel Improvements are owned by New Albany; and

WHEREAS, on the Effective Date other portions of the rights-of-way for Green Chapel Road and streets intersecting with Green Chapel Road which are impacted by the Green Chapel Improvements are owned by JLC, MBJ, or by other private persons or entities, some of which are burdened with written and recorded easements or rights of entry, or prescriptive easements for improvements to, and the operation, maintenance, repair, and replacement of, a public street; and

WHEREAS, some portions of the aforementioned rights-of-way and of the properties that are burdened by the aforementioned easements are either incorporated within New Albany or Johnstown, while other portions are located within unincorporated areas; and

WHEREAS, the Parties desire to enter into this Agreement to provide methods and procedures for (i) all of the rights-of-way necessary to accommodate the Green Chapel Improvements to eventually be under the ownership of New Albany, (ii) all such rights-of-way in which the Green Chapel Improvements are located to eventually be within the municipal limits of New Albany, and (iii) all of the land north of the rights-of-way in which the Green Chapel Improvements are located to eventually be annexed to, or annexable to, Johnstown; and

WHEREAS, the Parties also desire to enter into this Agreement to provide the means for certain easements to be granted in favor of Johnstown to allow for the future construction of a paved leisure path and/or fencing to the north of and adjacent to the right-of-way of Green Chapel Road; and

WHEREAS, the New Albany City Council, by Resolution No. 20-2022, adopted on May 17, 2022, has authorized and directed its City Manager to execute this Agreement; and

WHEREAS, the Johnstown City Council, by Resolution No. _____, adopted on _____, 2025, has authorized and directed its City Manager to execute this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

1. Purpose and Intent. With this Agreement, the Parties desire to facilitate and accomplish the following goals over time:

A. Ownership of Green Chapel Right of Way. New Albany will own the rights-of-way for Green Chapel Road, as more specifically defined in Section 2 as the “Green Chapel ROW”, and all Green Chapel Improvements constructed or to be constructed therein, and will have the obligation to operate, maintain, repair, and replace all Green Chapel Improvements located within the Green Chapel ROW.

B. Annexation. All of the Green Chapel ROW will be annexed to New Albany and all real property north of the Green Chapel ROW will be annexed to, or annexable to, Johnstown.

C. Adjustment of Municipal Boundaries. The Parties will follow established provisions and procedures to adjust the municipal boundary between New Albany and Johnstown from time to time to accomplish the foregoing.

D. Control of Intersections with Green Chapel Road. Subject to certain limitations provided for herein, each of New Albany and Johnstown shall have the right to determine and control the location, number and configuration of public and private entry points and intersections to, from and with Green Chapel Road which provide access to properties and developments located in their respective jurisdictions.

E. Johnstown Path/Fence Easement. Johnstown will provide for the creation of an easement of not less than ten feet (10’) dedicated to Johnstown, running adjacent and parallel to the north side of the Green Chapel ROW within which a shared use path shall be constructed and maintained by Johnstown or such private developer(s) or private property owners’ association(s) as Johnstown may designate. JLC, MBJ, and any other private owner agree to convey any necessary easements for this shared use path to Johnstown at no cost.

F. Transfer of Excess ROW. The conveyance by New Albany of the Excess ROW, as defined in Section 2, to Johnstown.

2. Definitions. Certain capitalized terms are defined throughout this Agreement for purposes of clarity and convenience. In addition, the capitalized terms set forth in this Section 2 shall have the following meanings:

A. “Clover Valley Road” means any portion of Clover Valley Road which is within the Project Area and/or is impacted by the Project.

B. “County Engineer” means the Office of the Engineer of Licking County, Ohio.

C. “County Recorder” means the Office of the Recorder of Licking County, Ohio.

D. “Excess ROW” means any real property conveyed to New Albany by deed, easement, right of entry, or similar document located north of the Green Chapel ROW, as defined below. The Excess ROW is generally shown in **Exhibit D**.

E. “Green Chapel Road” means existing and future Green Chapel Road between and including its intersections with Mink Street on the east and U.S. Route 62 on the west.

F. “Green Chapel Improvements” means existing and future improvements to Green Chapel Road as contemplated in the Intergovernmental Agreement, and which include or will include (but will not necessarily be limited to) street pavement, underground and overhead utility lines and related appurtenances, street and traffic signage, traffic signals, street trees, street lights, a paved leisure trail and/or concrete sidewalk on the south side of Green Chapel Road, medians, curbs and gutters, grassed areas, street trees, street lights, and other improvements customarily included as part of a public street and all of which are located within the Green Chapel ROW.

G. “Green Chapel ROW” means:

- i. For the area between Mink Road on the east to a point approximately 700’ west of the intersection of Green Chapel Road and Clover Valley Road, except as provided below, a width of eighty-eight feet (88’) with a typical cross-section as generally shown in attached **Exhibit A**.
- ii. For the area from the western terminus of the area described in G.i above to the intersection of Green Chapel Road and U.S. Route 62, except as provided below, a width of seventy feet (70’), with its northern boundary being thirty feet (30’) north of the Historic GC Centerline and with a typical cross-section as generally shown in attached **Exhibit B**.
- iii. Such additional areas beyond the typical cross sections attached as Exhibits A and B necessary to taper from one width or the other or located at intersections or traffic circles as may be necessary to accommodate turning radii as determined by the application of standard engineering practices. Where such areas of Green Chapel Road are not precisely depicted by the typical cross section Exhibits A and B, the northern limit of the Green Chapel ROW will be considered 10’ north of the back of curb.

H. “Historic GC Centerline” means the historic centerline of Green Chapel Road, defined as the shared boundary line between Jersey Township, Licking County, Ohio and Monroe Township, Licking County, Ohio as it existed prior to any annexation of any parcels adjacent to

that boundary line to any municipality.

I. “Intergovernmental Agreement” means that certain Intergovernmental Agreement dated November 21, 2022, by and among New Albany, the Board of County Commissioners of Licking County, Ohio, Jersey Township (Licking County, Ohio), and Monroe Township (Licking County, Ohio), a copy of which is attached as Exhibit C, which provides New Albany with the right and obligation to construct, operate, maintain, repair, and replace the Green Chapel Improvements and other street and related improvements within the Project Area as provided therein.

J. “JLC/MBJ Owned ROW” means any portion of a JLC Parcel, MBJ Parcel that is within the Green Chapel ROW or that is in the future owned by JLC or its successors and assigns in interest .

K. “JLC Property” means any parcel of real property that is now owned by JLC or its successors and assigns in interest, or that is in the future owned by JLC or its successors and assigns in interest.

L. “Johnstown Path/Fence Easement” means any easement created to run in favor of Johnstown which will burden real property located between the northern boundary line of the Green Chapel ROW and a line located (10) feet to the north of and running parallel to the Green Chapel ROW, for the purpose of allowing Johnstown (or private parties, if required by Johnstown) to construct a fence and/or shared use path therein, and to use, operate, repair and replace the same.

M. “MBJ Property” means any parcel of real property that is now owned by MBJ or its successors and assigns in interest, or that is in the future owned by MBJ or its successors and assigns in interest.

N. “Mink Street” means any portion of Mink Street which is within the Project Area and/or is impacted by the Project.

O. “Other Street Improvements” means improvements to Mink Street, Clover Valley Road, and U.S. Route 62 which are within the scope of the Project but do not fall within the definition of the Green Chapel Improvements.

P. “Project” shall have the same meaning as defined in the Intergovernmental Agreement.

Q. “Project Area” shall have the same meaning as defined in the Intergovernmental Agreement.

R. “U.S. Route 62” means any portion of U.S. Route 62 which is within the Project Area and/or is impacted by the Project.

3. Consent to Construction. Being in the public interest, to the extent that New Albany will be constructing the Green Chapel Improvements or the Other Street Improvements within any

portion of the right-of-way that Johnstown owns or will own within an easement in favor of Johnstown for highway or street purposes, or if such rights-of-way or easements are owned or run in favor of a party other than Johnstown but are located within Johnstown's municipal limits, New Albany shall prepare the plans for the Green Chapel Improvements, or Other Street Improvements, contemplated above in consultation with Johnstown. If either the Green Chapel Improvements, or other Street Improvements, deviate in any material respect from the cross sections included in any exhibit attached hereto, as determined by New Albany, such plans shall be provided to Johnstown for its review, comment and approval. Johnstown shall have seven (7) business days to review, comment and approve such plans. If Johnstown fails to provide comment, or approve the plans, within seven (7) business days after the delivery to it by New Albany, Johnstown's approval thereof shall be deemed to have given. Provided the plans to not deviate in any material respect to the cross sections in any exhibit attached hereto; or Johnstown approves, or is deemed to have approved, any plans as outline above, Johnstown provides its consent for New Albany to manage and complete the construction consistent with the plans.

4. Transfers of Rights. In furtherance of the intent described in Section 1.A, the Parties agree to the following transfers of ownership of, and easements over, real property within the Green Chapel ROW.

A. To New Albany. Prior to selling all or any portion of a JLC Parcel or MBJ Parcel to an unaffiliated third party or commencing development on a JLC Parcel or MBJ Parcel, JLC or MBJ (as applicable) shall complete the delivery of one or more duly executed, acknowledged, and recordable right-of-way deeds to New Albany for portions of the JLC/MBJ Owned ROW. Each transfer and conveyance by JLC or MBJ (or their respective successors and assigns) shall be completed at the transferring party's sole cost and expense, subject to any existing compensation agreement between New Albany and JLC, MBJ or any affiliated entity, including, but not limited to, the recording of the deed with the County Recorder. To the extent that the JLC/MBJ Owned ROW is otherwise required to be dedicated to Johnstown as part of a current or future approved zoning for relevant portions of the JLC Property or the MBJ Property, Johnstown consents to deeming the dedication and transfer of such right-of-way to New Albany as a transfer to Johnstown for the purpose of fulfilling such zoning obligation(s). Each transferring party shall be responsible (at its sole cost and expense) for preparing legal descriptions for the real property to be conveyed pursuant to this Section 4.A, and for pursuing and obtaining approvals of the same from the County Engineer as necessary to permit the conveyances.

B. To Johnstown. Prior to selling all or any portion of a JLC Parcel or MBJ Parcel to an unaffiliated third party or commencing development on a JLC Parcel or MBJ Parcel that includes any portion of the Green Chapel ROW or is contiguous thereto, JLC or MBJ (as applicable) shall dedicate a Johnstown Path/Fence Easement to Johnstown over the property to be conveyed or developed. Each dedication of a Johnstown Path/Fence Easement shall be completed by the transferring party at its sole cost and expense including, but not limited to, the recording of a written easement with the County Recorder prepared by the transferring party (and which shall have a form that is acceptable to Johnstown). Each transferring party shall be responsible (at its sole cost and expense) for preparing legal descriptions for the easements to be conveyed pursuant to this Section 4.B.

C. By Non-Contracting Third Parties. As a condition of accepting an annexation of real property which is not a JLC Parcel or MJB Parcel and which contains any portion of the Green Chapel ROW or is contiguous thereto, Johnstown shall require the property owner to dedicate the Green Chapel ROW to New Albany and a Johnstown Path/Fence Easement to Johnstown. Such dedications shall be completed by the property owner in the same manner and with the same timing that applies to JLC and MJB as detailed in Sections 4.A and 4.B above.

5. Annexations. Subject to the provisions of Section 4.C, Johnstown shall be permitted to annex into its municipal limits any real property located within the Green Chapel ROW if, where, and when permitted by applicable Ohio law. New Albany shall be permitted to annex into its municipal limits those portions of the Green Chapel ROW which are under its ownership on, or come under its ownership after, the Effective Date which have not been previously annexed to Johnstown, and Johnstown shall not oppose any such annexation(s).

6. Adjustments of Municipal Boundaries. Due to certain annexations to Johnstown or New Albany having been completed prior to the Effective Date, the statutory prohibition against annexing less than the entirety of a tax parcel to a municipality, and the application of Licking County regulations to future annexations, it is contemplated that to achieve the objectives set forth in Sections 1.A and 1.B above, it will be necessary to periodically adjust the boundary between Johnstown and New Albany. Therefore, to achieve such objectives, Johnstown and New Albany agree to pursue boundary adjustments as between them from time-to-time pursuant to Ohio Revised Code (“ORC”) Section 709.37 and as detailed in this Section 6. ORC 709.37 allows for adjustments of municipal boundaries to occur in accordance with the procedures and requirements set forth therein with the mutual consent of affected municipalities (see Exhibit E for the language of ORC 709.37 as it exists on the Effective Date).

A. Initial Boundary Adjustment. No later than one hundred eighty (180) days following the Effective Date, New Albany shall prepare one or more legal descriptions and surveys or one or more plats of any portion of the Green Chapel ROW that is within the corporate boundaries of Johnstown (the “Initial Adjustment Properties”) at its sole cost and expense and shall deliver the same to Johnstown for the reasonable review and approval of its City Manager and Law Director by no later than the date that is thirty (30) days after receipt thereof. Johnstown and New Albany each shall then introduce an ordinance to their respective City Councils which agrees to a change in the boundaries of their municipalities as they relate to the Initial Adjustment Properties and shall cause its ordinance to be voted upon so that, if it is approved, it will be effective no later than the date that is two hundred forty (240) days following the Effective Date. Within seven (7) days after the later of (i) the date on which the ordinance becomes effective or (ii) the receipt of written notice from JLC that the condition set forth in Section 12 has been satisfied or waived, each of Johnstown and New Albany shall cause certified copies of its approved ordinance to be delivered to the Board of Commissioners of Licking County, Ohio (the “Commissioners”) and shall deliver a written request to the Commissioners to take all required actions under ORC 709.37 relating to the boundary adjustment request at the earliest time permitted by law. Once the boundary adjustment is approved by the Commissioners and all transcripts required from the Commissioners have been certified, New Albany shall cause the same to be filed with the Office of the Ohio Secretary of State and to be filed and recorded with the County Recorder at its sole

cost and expense.

B. Subsequent Boundary Adjustments. Unless otherwise agreed by Johnstown and New Albany by and through written consent provided by each of their respective City Managers, adjustments of the municipal boundaries between Johnstown and New Albany may be undertaken at the election of Johnstown or New Albany no more frequently than once in each calendar year concerning portions of the Green Chapel ROW which have been annexed into the corporate boundaries of Johnstown since the immediately preceding boundary adjustment occurred pursuant to this Agreement, as measured from the date of the last Commissioners' action in that regard. Such annual adjustments shall not be required when no such annexation(s) have occurred, and shall no longer be required once all of the Green Chapel ROW has been brought into the municipal limits of New Albany.

In order to elect to undertake a subsequent municipal boundary adjustment, the City Manager of one municipality shall deliver a written notice of this election (a "Subsequent Adjustment Notice") to the City Manager of the other municipality, with said notice also identifying the properties that will be impacted by the adjustment. Within forty-five (45) days after a Subsequent Adjustment Notice has been delivered, New Albany shall cause one or more legal descriptions and surveys of the properties that are identified in the Subsequent Adjustment Notice to be created at its sole cost and expense and shall deliver the same to Johnstown for the reasonable review and approval of its City Manager and Law Director, which shall occur on or before the date that is sixty (60) days after the delivery of the Subsequent Adjustment Notice. Johnstown and New Albany each shall then introduce an ordinance to their respective City Councils which agrees to a change in the boundaries of their municipalities as they relate to the properties identified in the Subsequent Adjustment Notice and shall cause its ordinance to be voted upon so that, if it is approved, it will be effective no later than the date that is one hundred twenty (120) days following the date of delivery of the Subsequent Adjustment Notice. Each of Johnstown and New Albany shall cause certified copies of its approved ordinance to be delivered to the Board of Commissioners of Licking County, Ohio (the "Commissioners") within seven (7) days after the ordinance becomes legally effective and shall deliver a written request to the Commissioners to take all required actions under ORC 709.37 relating to the boundary adjustment request at the earliest time permitted by law. Once the boundary adjustment is approved by the Commissioners and all transcripts required from the Commissioners have been certified, New Albany shall cause the same to be filed with the Office of the Ohio Secretary of State and to be filed and recorded with the County Recorder at its sole cost and expense.

7. Conveyance of Excess ROW. Prior to the Effective Date, MCVGCM Holdings LLC, an affiliate of MJB and JLC, conveyed certain rights-of-way to New Albany by Instrument No. 202206210015339 recorded in the Office of the Recorder, which conveyance included the Excess ROW. Contemporaneously with the Initial Boundary Adjustment provided for in Section 6.A, and subject to (A) the reservation of any reasonable temporary construction easements required for completion of the Green Chapel Improvements, and (B) the execution of an amendment to that certain drainage easement in favor of New Albany recorded as Instrument No. 202404260006917, or the execution of such other instrument as may be necessary, to provide New Albany any necessary access rights over the Excess ROW in order to exercise its rights and obligations under that instrument, New Albany will cause its City Council to transfer the Excess ROW to Johnstown

at no charge. JLC shall be responsible for preparing all legal descriptions and surveys and obtaining all County approvals thereof as may be necessary for the conveyance of the Excess ROW and the municipal boundary adjustment to bring the Excess ROW into the jurisdiction of Johnstown at its sole cost and expense, if the Excess ROW has not otherwise been described in an approved and recorded plat.

Upon its transfer to Johnstown, the Excess ROW shall still be considered to be public street right-of-way, which may be used for any right-of-way- related purpose, including, but not limited to, installing, maintaining, repairing, and replacing landscaping, landscaping entry features, utilities, storm water detention, signage identifying uses and/or users of private property located adjacent to or in the general vicinity of the Excess ROW, and routes of vehicular and pedestrian access. No buildings or occupiable structures shall be permitted to be constructed within the Excess ROW. Johnstown shall be responsible for maintaining any public streets constructed within the Excess ROW. Owners of real property located adjacent to or in the general vicinity of the Excess ROW (or a private owner's association) may be required by Johnstown to install and/or maintain some or all of the permitted improvements within the Excess ROW and all landscaping installed or to be installed therein, provided that such installation and/or maintenance responsibilities shall be memorialized in a written instrument that will be recorded with the Recorder at no cost or expense to New Albany after New Albany has been provided with a copy of the instrument to be recorded for its review and comment at least thirty (30) days prior to the completion of the recording.

8. Maintenance. The Parties agree that maintenance, repair, and replacement of improvements within public street rights-of-way contemplated under this Agreement shall be as follows:

A. Incorporated Areas. The Green Chapel ROW and all Green Chapel Improvements and all Other Street Improvements located within any right-of-way or highway or street easement, excluding the 10' Johnstown Path/Fence Easement described in section 1.E., which is now or in the future within the municipal limits of New Albany or Johnstown shall be maintained, repaired, and replaced by New Albany at its sole cost and expense. Any Other Street Improvements permitted by Johnstown not intended to directly support the Project shall be maintained, repaired, and replaced by Johnstown at its sole cost and expense, or, for convenience, responsibility therefor may be shared subject to a mutually agreeable maintenance agreement, the terms of which shall be determined at the time of permitting.

B. Unincorporated Areas. All Green Chapel Improvements and all Other Street Improvements located within any portion of the Green Chapel ROW that is not within the limits of any municipality shall be maintained, repaired, and replaced by New Albany in accordance with the provisions of the Intergovernmental Agreement and at no cost or expense to Johnstown. Should the Intergovernmental Agreement expire or otherwise terminate, then New Albany shall maintain, repair, and replace all Green Chapel Improvements and all Other Street Improvements at its sole cost and expense in the same manner as it would have otherwise been required if the Intergovernmental Agreement remained effective.

9.

Vehicular Access to Green Chapel. New Albany shall be permitted to allow and provide vehicular access to and from the Green Chapel ROW to real property within its municipal limits that abuts any of those streets, with locations and turn movements that it determines to be appropriate in its sole discretion and without the need for review or approval from Johnstown. Johnstown shall be permitted to allow and provide vehicular access to and from the Green Chapel ROW in the following circumstances, provided that prior to issuing any relevant engineering permits for the construction of such access Johnstown shall share copies of all engineering and construction drawings relating thereto with New Albany, which upon receipt shall have thirty (30) days to review and provide comments on the same to Johnstown, and Johnstown shall require the inclusion of the City Engineer for New Albany as signatory to the plan set:

A. As to that portion of the Green Chapel ROW described in Sec. 2.G.i, the full turn movement access points in the locations which are generally illustrated in **Exhibit F**; and

B. As to that portion of the Green Chapel ROW described in Sec. 2.G.ii, as identified by New Albany in the process of completing the plans for such portion, provided that New Albany and Johnstown shall consult with respect thereto so as to provide adequate access to land north of the Green Chapel ROW and west of Clover Valley Road in the event such land or portions thereof are eventually annexed to Johnstown.

For the avoidance of doubt, neither New Albany nor Johnstown shall have the right to review or approve any roadway improvements or curb cuts undertaken by the other that do not involve the construction or modification of the Green Chapel ROW in the absence of a further agreement between New Albany and Johnstown on such matters.

10. Future Green Chapel Improvements. The Parties anticipate that as development continues to occur in areas within the general vicinity of Green Chapel Road, there may be circumstances under which improvements to Green Chapel Road which are above and beyond those which are part of the Green Chapel Improvements and which are not governed by Section 9 of this Agreement may be necessary or warranted, such as but not limited to turn lanes, pavement widening, traffic signals, and the installation of less than full movement vehicular access points. Except with respect to the full turn movement access points identified on Exhibit F, each of New Albany and Johnstown may require the preparation of traffic impact analyses, traffic access studies, or similar reviews of anticipated traffic related to new development proposals that may impact Green Chapel Road within their jurisdictions, in accordance with their own local laws and policies. If improvements to Green Chapel Road are necessary as a result of new development within the respective jurisdictions of New Albany or Johnstown, then the municipality in which the development is to occur shall be responsible for constructing or causing the construction of the improvements to Green Chapel Road which are necessitated thereby at no cost or expense to the other municipality. If such improvements result from development that occurs within the corporate limits of New Albany or Johnstown, then before commencing such improvements either New Albany & Johnstown or a private party that is responsible for constructing the improvements shall contact the City Engineer for New Albany and Johnstown before commencing designs and engineering for the improvements to Green Chapel Road in order to receive input from New Albany and Johnstown at an early stage. Once such input is received, the constructing party shall prepare all plans necessary for the design and engineering of the improvement(s) to Green Chapel

Road and shall include the New Albany and Johnstown City Engineers as signatory to the plan set.

11. Further Assurances. The Parties agree that they will cooperate in good faith to facilitate the timely completion of the Project and to undertake all actions contemplated in this Agreement. Each Party shall refrain from taking any unreasonable action which could directly or indirectly delay the Project. Each Party agrees to take all reasonable actions as may be requested by one or more of the Parties from time-to-time in order to further the purposes and intent of this Agreement.

12. MBJ/JLC Contingency. Prior to the Effective Date, portions of MBJ Properties and JLC Properties have been annexed to Johnstown and zoned as the “Johnstown Opportunity Planned District” approved by Johnstown City Council in Ordinance Number 19-2023 (the “Zoning”). The Zoning, based on facts known at the time of passage, requires right-of-way dedications for Green Chapel Road which extend beyond the Green Chapel ROW and the Johnstown Path/Fence Easement as defined in this Agreement. Johnstown agrees and acknowledges that, as of the Effective Date, it does not have the need (as it relates to Green Chapel Road) for any additional right-of-way or easement rights beyond those provided for in this Agreement. Johnstown agrees to accept and timely process any application(s) which are desired or necessary to be filed by JLC and/or MBJ to eliminate the requirement in the approved zoning to dedicate rights-of-way for widths which are in excess of the Green Chapel ROW and the Johnstown Path/Fence Easement. It shall be condition precedent to the respective obligations of JLC and MBJ under this Agreement that such application(s) have been approved by Johnstown and are legally effective.

13. Miscellaneous Provisions.

A. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Ohio. By executing this Agreement, each Party hereto expressly (i) consents and submits to personal jurisdiction consistent with the previous sentence, (ii) agrees that all actions brought pursuant to or under this Agreement shall be filed with the state and/federal courts located in Licking County, Ohio, and (iii) waives, to the fullest extent permitted by law, any claim or defense that such venue is not proper or convenient.

B. Entire Agreement. This Agreement is the entire agreement between the Parties concerning the Project and supersedes any prior agreements relating thereto. No modification hereof or subsequent agreement relative to the subject matter hereof shall be binding on either party unless reduced to writing and signed by both parties to be bound.

C. Survival. Any of the provisions of this Agreement which expressly provide for their survival and any provisions pertaining to a period of time following Closing shall survive Closing and the delivery of a deed and shall not be merged therein.

D. Counterparts. This Agreement may be executed in any number of counterparts and each of such counterparts shall, for all purposes, be deemed to be an original, and all such counterparts shall together constitute but one and the same agreement.

E. Severability. If any provisions of this Agreement applicable to any party or circumstance shall be determined by any court of competent jurisdiction to be invalid and

unenforceable to any extent, the remainder of this Agreement or the application of such provision to such party or circumstance, other than those as to which it is determined invalid or unenforceable, shall not be affected thereby, and each remaining provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

F. Headings. The captions in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope of this Agreement or the scope or content of any of its provisions.

G. Notices. Any notice to be given pursuant to this Agreement must be in writing and may be served (i) by depositing the same in the United States mail or with a reputable nationwide delivery service, addressed to the Party to be notified, postage prepaid, (ii) by registered or certified mail with return receipt requested, (iii) by delivering the same in person to such party, or (iv) by e-mail.. Notice given in accordance with (i) above shall be effective when mailed. Notice given in accordance with (ii) or (ii) above shall be effective upon receipt at the address of the addressee or upon refusal to accept delivery (such refusal being evidenced by advice from the courier company or individual used to make delivery). Notice given in accordance with (iv) above shall be effective if the sending Party has not received e-mail notification of failure of delivery within 12 hours of sending the original e-mailed notice. For purposes of notice, the addresses of the parties shall be as set forth below unless otherwise instructed in a written notice delivered to all Parties:

If to New Albany:

City of New Albany
Attn: Joseph Stefanov, City Manager
99 W. Main Street
New Albany, Ohio 43054
jstefanov@newalbanyohio.org

If to Johnstown:

City of Johnstown
Sean Stanearth, City Manager
599 S. Main Street
Johnstown, Ohio 43031
ssanearth@johnstownohio.org

with a copy to:

Benjamin Albrecht
Fishel Downey Albrecht & Riepenhoff LLP
7775 Walton Parkway, Suite 200
New Albany, Ohio 43054
balbrecht@fisheldowney.com

with a copy to:

Yazan Ashrawi
Frost Brown Todd LLP
10 W. Broad Street, Suite 2300
Columbus, Ohio 43215
yashwari@fbtlaw.com

If to JLC or MBI:

The Johnstown Land Company II LLC/MBJ Holdings, LLC
Attn: Molly Iams, General Counsel
8000 Walton Parkway, Suite 120
New Albany, Ohio 43054
miams@newalbanycompany.com

with a copy to:

Aaron Underhill
Underhill & Hodge LLC

8000 Walton Parkway, Suite 120
New Albany, Ohio 43054
aaron@uhlfirm.com

H. Assignments. The rights and obligations of JLC and MBJ under this Agreement are directly related to their ownership of the JLC Property and the MBJ Property, respectively. Upon any transfer of all or any portion of the JLC Property or the MBJ Property to a third party, the rights and obligations of the transferring party under this Agreement shall be deemed to be automatically transferred and conveyed along with the real property, and the rights and obligations of JLC or MBJ (as applicable) under this Agreement shall continue to apply to it with respect to any portions of the JLC Property or the MBJ Property which remains under its ownership following said transfer and conveyance. In addition, each of JLC and MBJ shall have the right to assign its rights and obligations in whole or in part to its affiliated business entities, provided that the assigning entity delivers written notice to the other Parties with details of the assignment promptly after the assignment is completed. Except as otherwise expressly set forth in this paragraph, no Party may assign its rights or obligations under this Agreement to any other Party or to a third party without the prior written consent of all of the other Parties hereto.

I. Amendments. No amendments to this Agreement shall be effective unless executed and duly authorized by all Parties hereto and their respective permitted assigns.

J. Term of Agreement. This Agreement shall remain effective until such time as it is terminated in a written instrument that is executed and duly authorized by all Parties hereto and their respective permitted successors and assigns.

K. Incorporation of Exhibits. Each of Exhibits A through F attached hereto are incorporated herein by reference.

[Signature page and exhibits follow]

EXECUTION PAGE

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates written below.

NEW ALBANY:

CITY OF NEW ALBANY,
an Ohio charter municipality

By: _____

Name: _____

Title: _____

Date: _____

Approved as to form:

Benjamin Albrecht, City Law Director

JOHNSTOWN:

CITY OF JOHNSTOWN,
an Ohio charter municipality

By: _____

Name: _____

Title: _____

Date: _____

Approved as to form:

Yazan Ashrawi, City Law Director

JLC:

THE JOHNSTOWN LAND COMPANY II LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: _____

Date: _____

MBJ:

MBJ Holdings, LLC
a Delaware limited liability company

By: _____

Name: _____

Title: _____

Date: _____

Typical Cross-Section East of Clover Valley Road



EXHIBIT B Typical Cross-Section West of Clover Valley Road

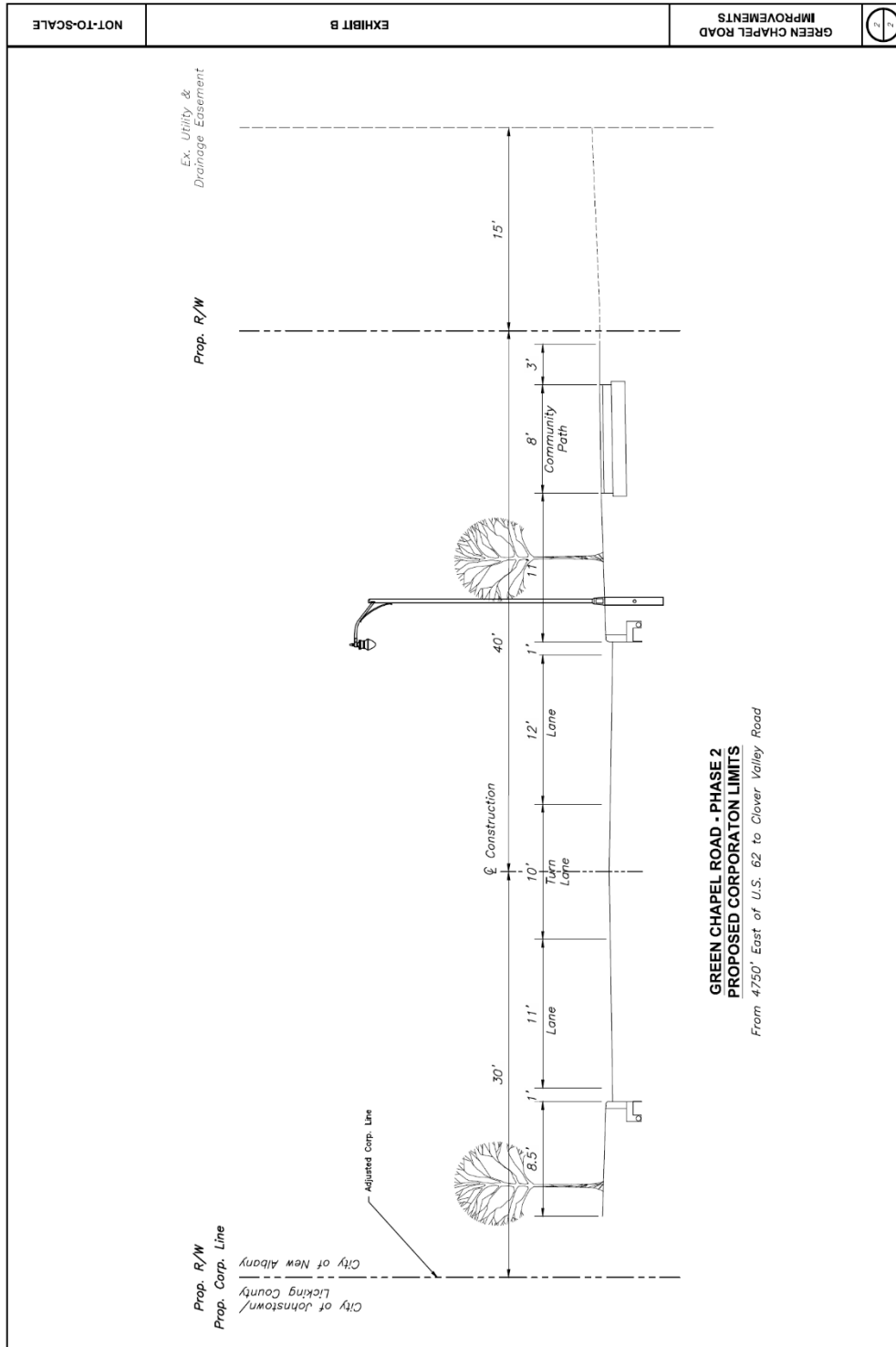


EXHIBIT C
Intergovernmental Agreement
[TO BE ATTACHED TO FINAL FORM]

Depiction of Excess ROW (Draft) – exhibit to be updated in final form



EXHIBIT E
Ohio Revised Code Sec. 709.37



AUTHENTICATED,
OHIO LEGISLATIVE SERVICE
COMMISSION
DOCUMENT #255307

Ohio Revised Code

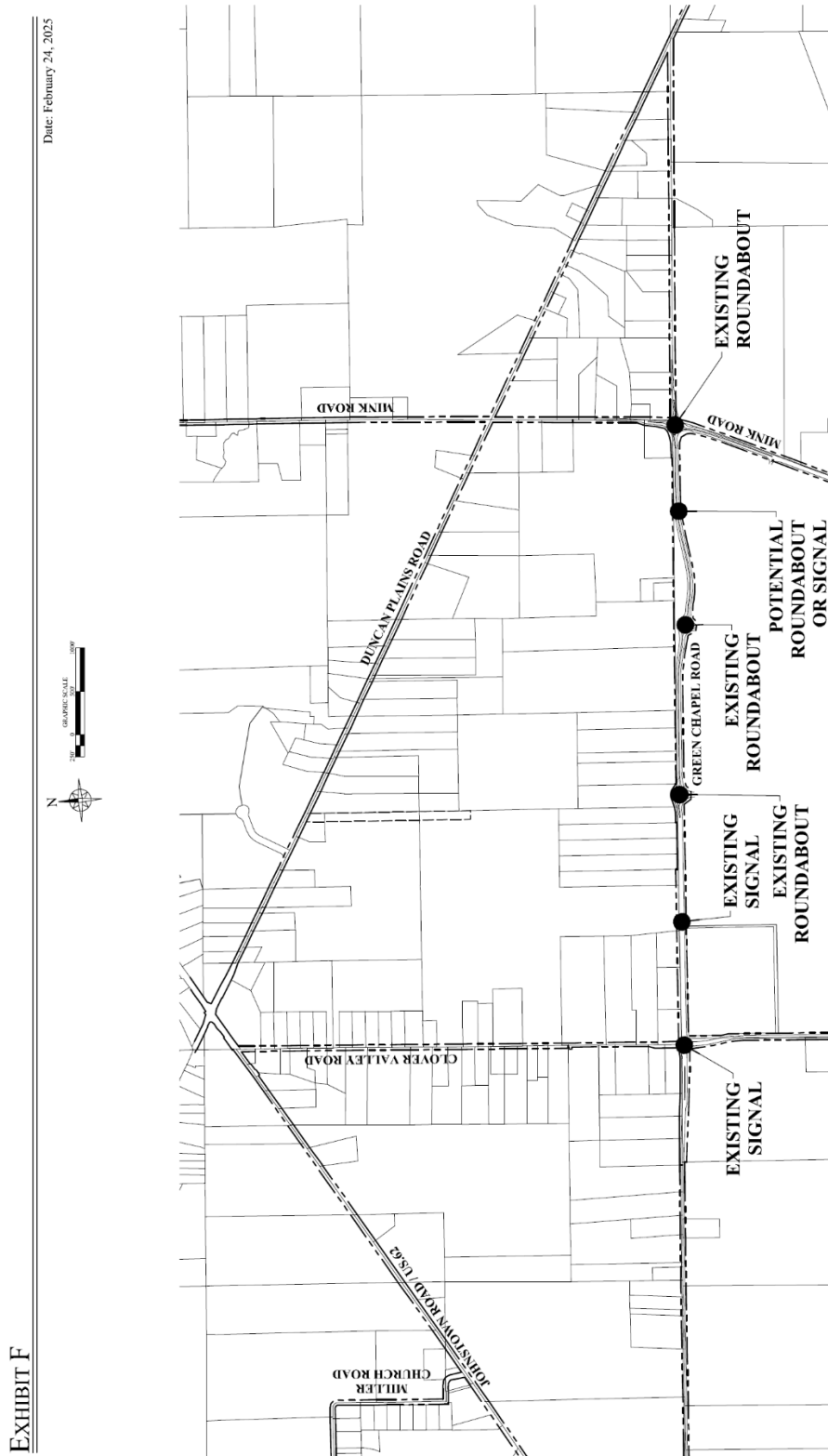
Section 709.37 Adjustment of boundaries of adjoining municipal corporations by mutual consent.

Effective: October 1, 1953

Legislation: House Bill 1 - 100th General Assembly

Any two adjoining municipal corporations may, by ordinance of their respective legislative authorities, agree to a change in the boundary line separating such municipal corporations, provided such change does not involve the transfer of territory, inhabited by more than five voters, from one to the other or from each to the other. The ordinances setting forth such agreement shall be certified to the board of county commissioners. Upon receipt of such certified ordinances, the board shall proceed by resolution to approve such change of boundary and to make such adjustment of funds, unpaid taxes, claims, indebtedness, and other fiscal matters as the board determines to be proper. Transcripts of the ordinances, agreement, and resolution certified by the board shall be filed in the office of the secretary of state and shall also be filed and recorded in the office of the county recorder. All fees and costs for such filing and recording shall be assumed and paid by such municipal corporations in such proportions as the board determines.

EXHIBIT F - DRAFT **Full Turn Movements Between Clover Valley Road and Mink Street**





ORDINANCE 08-2025

AN ORDINANCE AMENDING PART THREE – TRAFFIC CODE OF THE CODIFIED ORDINANCES OF THE CITY OF JOHNSTOWN

WHEREAS, Johnstown City Council previously passed Ordinance 27-2024 prohibiting through truck traffic on certain streets inside the City of Johnstown and

WHEREAS, the Council of the City of Johnstown wishes to add additional roadways for prohibited through-truck traffic and approves of the text amendment as proposed below; and

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF JOHNSTOWN, LICKING COUNTY, STATE OF OHIO, AS FOLLOWS:

SECTION 1. Council hereby amends Part Three – Traffic Code of the Codified Ordinances of Johnstown, Ohio to add Ordinance 339.12 under Title Five – Vehicles to read as follows, additions in *italics*:

339.12 THROUGH-TRUCK TRAFFIC

(a) Through Trucks.

(1) Through truck definition: Trucks originating outside of the City and passing through the City without making a pickup or delivery within the City or a truck originating in the City and heading for a destination outside of the City without a pickup or delivery within the City. Through trucks include tractor-trailers regardless of weight, double axle trucks regardless of weight, single axle trucks exceeding a gross weight of five tons, and any other motor vehicle exceeding a gross weight of five tons.

(2) All through trucks shall follow designated State routes through the City.

(3) Through trucks are not permitted to use Meadow Lane, Westview Drive, Hillview Drive, Saratoga Drive, Benedict Drive, Bigelow Drive, Kyber Run Circle, Buena Vista Drive, South Williams Street to Jersey Street, *Jersey Street, Edwards Road, Concord Road*.

(4) All through trucks shall use predetermined streets only within the City as designated by the Director of Public Safety who shall before each designation seek the approval of a traffic order by Council.

(5) Trucking will be permitted to service industrial and commercial firms located within the City and trucking to and from truck terminals and truck company offices within the City and operators of trucks using streets other than State routes to and from location of such terminals and offices shall be exempt from provisions of this section.

(6) In addition to the above exemptions, trucking will be permitted on other than State routes by operators making deliveries to or from firms whose location is contiguous or adjacent to the City limits.

SECTION 2. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council and that meetings of any of its committees that resulted in such formal action 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: September 2, 2025
Public Hearing/Vote: September 16, 2025
Effective Date:

By:

Mayor Donald Barnard

ATTEST TO:

APPROVED AS TO FORM:

Teresa Monroe, Clerk of Council

Yazan Ashrawi, Law Director