



Regular Council Meeting
Tuesday, September 16, 2025 - 6:30 PM
AGENDA

1. Call to Order
2. Roll Call
3. Invocation
4. Pledge of Allegiance
5. Approval of Agenda
6. Proclamation
7. Action on Minutes
 - a. September 2, 2025
8. Citizen comments on matters not on the agenda
9. Council Committee reports
 - a. **Planning & Zoning:** Met 9/9/25; Next 9/23/25 @ 6:30 pm council chambers
 - b. **Design Review Board:** Met 9/9/25; Next 9/23/25 @ 5:30 pm council chambers
 - c. **Finance:** 9/16/25; Next 10/7/25 @ 5:30 pm council chambers
 - d. **Safety & Service:** Next 10/7/25 @ 5:30 pm council chambers
10. Director Reports
 - a. Police Chief
 - b. City Manager
11. Tabled Legislation
 - a. **RESOLUTION 2025-35** A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A GREEN CHAPEL ROAD RIGHT-OF-WAY AND TRANSFER AGREEMENT. Tabled 9/2/25
12. Public Hearings of Legislation
 - a. **ORDINANCE 08-2025** AN ORDINANCE AMENDING PART THREE – TRAFFIC CODE OF THE CODIFIED ORDINANCES OF THE CITY OF JOHNSTOWN. Introduced 9/2/25
 - b. **RESOLUTION 2025-36** A RESOLUTION ACCEPTING AN ANNEXATION OF 6.7 +/- ACRES, MORE OR LESS, FROM MONROE TOWNSHIP, LICKING COUNTY TO THE CITY OF JOHNSTOWN
13. Introduction of Legislation - None
14. Other Business
15. Executive Session to consider the employment of a public employee
16. Adjourn

Next Council Meeting October 7, 2025



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

1. Call to Order

Mayor Donald Barnard called to Order the City of Johnstown Regular Council Meeting for September 2, 2025 at 6:40 PM.

2. Roll Call

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

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

Public present - Nick Hubbell, Matthew Huggins, Renee Shumate, Todd McConnell

3. Invocation

Mayor Barnard

4. Pledge of Allegiance

5. Approval of Agenda

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

Passed 7 - 0

6. Action on Minutes

a. August 19, 2025

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

Passed 7 - 0

7. Proclamation - Licking County Soil & Water River Round Up

a. Proclamation

Mayor Barnard said we are hosting a site this year in Johnstown on Saturday, September 6th. They will be walking Raccoon Creek from 62 to Mink and cleaning it up. Mayor Barnard read the proclamation recognizing the 30th annual Licking County River Roundup.

8. Proclamation
City Council honored former Mayor Steve Wingo, Councilman Jeff Barr read a proclamation and thanked him for his service to the city.
9. Citizen comments on matters not on the agenda
No comments
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
Application review for exterior changes to 67 S. Main, the old hardware store. Tabled pending revised design.
 - c. **Safety & Service:** 9/2/25; Next 10/7/25 @ 5:30 pm council chambers
Discussion on roundabout design for Duncan Plains and Mink, forwarded recommendation to Finance Committee. Discussed designs for city street signs, waiting on mockups. Talked about the OPWC application, will finalize in October, submit in November. Ongoing discussion on the Bigelow Drive traffic signal and solicitation permits. Mr. Barr asked if Ms. Monroe to provide a narrative for staff as to why the Bigelow Drive traffic light has not been turned on for residents who inquire.
 - d. **Finance:** Next 9/16/25 @ 5:30 pm council chambers
11. Director Reports
 - a. Service Departments; Water, Sewer, Street
Reports included with the packet. Jack Liggett highlighted that the city set a record in the month of August, just under a million gallons of bulk water was sold to people outside of Johnstown.
 - b. Service Director
Report included with the packet. Jack Liggett highlighted items within. Mayor Barnard asked if council members could get a copy of the presentation given by the city at the One Water State conference.
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
Second reading. Sean Staneart said council heard a presentation by AEP and Bloom Energy at the last meeting. Passing this would change the text in the PD Ordinance to allow for the conditional use specifically for data centers.

There were no questions or comments by council.

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

ACTION: Bob Orsini moved to approve as written; Tiffany Hollis 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

b. **RESOLUTION 2025-35** A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A GREEN CHAPEL ROAD RIGHT-OF-WAY AND TRANSFER AGREEMENT

Mr. Staneart said if council wants longer to look at this, it could be sent to Safety & Service committee, he said Green Chapel Road is a little bit of an oddity because of where it exists and where we exist and where New Albany exists, this is the dividing line between both municipalities. New Albany has a certain design standard, they have taken the initiative and said they will construct that roadway segment. This is an agreement allowing them to operate within our side of the right of way. They will put in the fencing, the road, other various elements, it does have a shared use path associated with it. Mr. Staneart said with this agreement, they tried to "future proof" in case there were additional annexations along Green Chapel. He said there were many involved in reviewing this agreement, city legal counsel, himself, New Albany, New Albany Company.

Mayor Barnard referenced page 50 of the packet and asked if the city was giving ownership of that side of the road to New Albany or just to operate the right of way. Mr. Staneart said that is a little tricky to answer, the right of way is getting shifted so ownership would be going to New Albany, but we will still have some north of that, we are giving up some land, but also still maintaining some of the right of way outside of the roadway, we are giving up some ownership but retaining a segment that actually touches the road. Mr. Staneart said this is a complex document. Discussion on further review by either Safety & Service Committee or Planning & Zoning Commission; decision made to forward to Planning & Zoning Commission.

ACTION: Mayor Barnard moved to table; Ryan Green 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

a. **ORDINANCE 08-2025** AN ORDINANCE AMENDING PART THREE – TRAFFIC CODE OF THE CODIFIED ORDINANCES OF THE CITY OF JOHNSTOWN

Mayor Barnard said this legislation adds Jersey Street, Edwards Road and Concord Road to the list of roads that through trucks cannot travel. This will cut down on the traffic to SR 37 eliminating some of the traffic that tears up the downtown. There are a tremendous number of dump trucks that come down Mink, turn on 37 and travel down Main Street. He said this is the city's attempt to alleviate some of that. Mr. Orsini said the trucks deteriorate the roads and the citizens pay for the roads, the companies that make money by driving the trucks should avoid the roads they are not helping to pay for. The "teeth" will be enforcement and the penalty could be raised to make violation a meaningful deterrent, he said we are not built for truck traffic. Ms. Hollis added that Edwards and Concord may not have as much truck traffic, but they are all cross points for school kids, all of those roads include some type of travel to or from school. Mr. Orsini said that he walked his daughter to school, she pushed the button and so many cars went through, it cycled the entire light, semi-truck drivers, like nothing is happening. He said he eventually walked out into the road and traffic stopped, we have an issue with people stopping at the crossing lights, there is no way

he would let his fourth grader walk up and cross the road by herself.

Mayor Barnard opened the floor to any public comments. Matthew Huggins said he completely agrees about the dump trucks, large semis etc. but referenced the language on trucks exceeding five tons and said that is only ten thousand pounds, so it could punish residents that have an F250 or F350 truck with a travel trailer on the back. Ms. Hollis stated that would not be through traffic, this says passing through the city without making a delivery or pickup within the city, so as long as they are stopping and starting within the city, they are not considered through traffic.

Jack Liggett said the placement of these signs could become a question, if you come to the Corp limit and have the no through truck sign, but they have no place to turn off, what then. Mayor Barnard said putting the sign before Duncan Plains was discussed. Mr. Liggett asked if we were ok to put city signs outside of the city limit. Mayor Barnard said he would talk to Monroe and Liberty Townships.

Todd McConnell said he lives on US 62 and asked if this would prohibit large travel busses passing through. Mr. Barr said this is not prohibiting travel on 62 or 37, they can still get through town. Mr. Orsini said they want to keep large vehicles off the side streets that aren't built for that traffic.

The public hearing and vote will be September 16, 2025.

15. Charter Review Discussion

Tiffany Hollis said they don't have to review the Charter except every ten years, but they have talked about revisiting it and opening up for commission members, the last time it was reviewed was 2018 and no changes were made. She said since then, we have become a city so it would behoove them to at least get that commission established and at least start reviewing it and have time to go through it. Discussion on the membership requirements, the Charter states that the Charter Review Commission shall be made up of five electors of the municipality, one of which may be a council member. The Charter states that every ten years, council shall appoint members to review and recommend any revisions to council. Mayor Barnard said we would be starting this basically two years early. Mr. Orsini said his read is there is no minimum requirement between reviews, it just has to be done at least every ten years, there were no objections to starting early. The application deadline was set for November 15th.

16. Other Business

1. Bob Orsini continues to remind the public that the blinking lights mean something, school kids crossing the roads.

2. Friday, September 12th is the ribbon cutting for the high school building addition, they have been invited to attend.

2. Ryan Green asked if the city had any auction items coming up. Mr. Liggett said a few trucks, a pile of old signs and some traffic lights, and a pop machine. They will be listed on the Gov Deal auction site.

3. Sean Staneart said that last week council passed legislation authorizing him to enter into a contract for the water treatment plant with an associated price tag of \$34,000, he said that was from old legislation. He said it should be \$43,000, all of our numbers and analysis are based on the \$43,000, he just wanted to call that out. He said they did check with legal and Ohio EPA and they said what we passed was sufficient. Mr. Barr said Sean had previously presented on the math and science of all of this, it made a lot of sense to him and he found it very informative, he thinks a workshop on this would be good for all of council because at the end he felt more comfortable with the project. Mr. Staneart said he intended to review this again at the next Finance Committee on 9/16 and anyone can come and listen.

4. Sean Staneart asked council if there was a desire to put an RFQ out for city engineer for 2026. He said this has been brought up in the past, they can certainly stay with EMH&T, he is completely fine with them but didn't want to wait until the eleventh hour if there was a desire. Ryan Green said

he doesn't think it hurts to shop and originally when we hired them, it was going to be for six months and then potentially look at somebody else. Mr. Barr said but they are not shopping, they are not paying for anything, that is for their services. Mr. Staneart said he thinks they have a first-class firm compared to other alternatives, there are other firms out there, and they have different strengths and weaknesses associated with different types of engineering, but EMH&T is certainly a qualified and respected firm within the State of Ohio. Discussion on history and some past firms, Mr. Staneart said this is not something that has to be shopped out but getting an indication from them last year that they may want to, he made a note to bring it up. Mayor Barnard asked what council wanted to do, there were no comments and Mr. Barr said if he is reading the room for Sean, he doesn't need to do anything. Mr. Staneart said then we can stay with EMH&T. Jeff Barr said what he thinks we should do going forward with professional services is formalize an agreement with a time frame. Mr. Staneart said the City Law Director is the same, it is a professional service, it does not have to go out to bid, if he gets an indication from council that they want to shop it out, he certainly would, if there is no indication, we typically stick with the same company. Mr. Staneart added that it is written into the agreements that it is not exclusive. There was no further discussion.

5. Farmers market is tomorrow 4:30-7:30 uptown.

6. River Roundup this Saturday, 9am meet at Whits.

7. Mayor Barnard thanked the owners of the new El Ray, they have cleaned up the alleyway and it is beautiful.

8. Mayor Barnard has asked Chief Smart to get with our law director to get legislation on golf carts, that they formally recognize them in town.

a. Trick or Treat

Trick or Treat in the City of Johnstown was set for Thursday, October 30, 2025 from 6 pm - 8 pm.

17. Executive Session to discuss pending court action

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

ACTION:	Mayor Barnard moved to enter Executive Session to discuss pending court action and to consider the employment of a public employee, to include all council members, city manager and city attorney by phone, with no action after; Bob Orsini 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

It was noted that the city Law Director did not need to stay for the second session.

Council entered into Executive Session at 7:45 pm and returned to Regular Session at 10:07 pm.

19. Adjourn

With no further business, a motion and second to adjourn the meeting carried 7-0 and the meeting ended at 10:07 pm.



Patrol Statistics

	2023	2024													2025												
	TOTAL	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
Calls for Service	3593	214	630	628	588	590	593	731	667	698	666	581	417	7003	511	296	340	234	226	313	349	328					2597
Officer Initiated Calls	1418	84	442	470	410	422	436	535	487	522	486	377	259	4930	346	150	187	98	77	156	192	202					1408
Dispatched Calls	2175	130	186	158	178	168	157	196	180	176	180	204	158	2071	165	146	153	136	149	157	157	126					1189
Case Reports	224	12	19	13	25	16	28	22	17	19	17	42	16	246	18	25	16	24	13	14	24	15					149
Crash Reports	101	9	6	7	8	10	8	11	8	5	12	12	13	109	13	5	9	9	8	7	11	13					75
Arrests	30	0	2	3	2	2	2	4	5	3	2	1	2	28	1	0	2	1	1	0	1	1					7
Traffic Citatitons	513	17	16	51	30	35	35	69	48	30	45	34	18	428	63	36	96	35	16	28	46	34					354
Parking Citations	38	2	0	1	2	2	0	7	0	2	3	0	12	31	1	2	0	2	2	15	10	3					35
Business Checks	179	20	313	302	255	216	305	312	248	360	299	213	159	3002	168	6	6	9	5	10	3	10					217
House Checks	58	16	53	30	54	30	8	31	35	8	14	1	0	280	8	0	0	0	16	34	15	51					124
Traffic Crashes	139	12	16	8	10	14	12	15	12	12	18	16	15	160	14	7	11	13	12	10	13	14					94
Traffic Stops	969	23	35	92	46	72	55	115	132	82	82	69	29	832	119	79	148	57	21	40	67	67					588
Theft	57	3	2	4	2	9	9	8	4	8	3	16	5	73	6	6	6	2	5	9	7	6					47
Domestic Violence	43	2	5	8	3	7	9	5	3	4	3	6	3	58	3	1	1	5	5	1	4	6					26
Assault	15	5	0	0	1	2	0	3	0	0	3	1	2	17	0	1	1	0	2	2	1	0					7
OVI	10	0	0	0	1	0	0	1	1	2	0	0	0	5	0	0	1	0	0	0	0	0					1
Vandalism	20	3	2	6	4	3	5	5	1	2	3	19	1	54	3	4	0	4	1	5	2	2					21
Juvenile Complaint	37	1	5	3	4	2	3	2	5	8	2	6	4	45	4	7	12	5	9	4	2	5					48
Trespassing	25	0	4	3	0	0	1	2	0	4	2	1	2	19	2	2	1	1	1	1	4						13
Other Agency Assist	47	16	15	5	6	13	6	10	9	10	18	18	43	169	9	41	32	21	28	19	28	16					194
Warrant	18	0	4	2	0	1	2	0	3	1	2	1	1	17	1	0	1	1	1	0	0	0					4
Overdose	11	0	0	0	0	0	1	1	0	1	0	1	0	4	0	1	0	1	1	0	1	1					5
Suicide Threat	16	3	2	1	2	2	1	2	3	3	0	2	2	23	0	2	2	1	0	1	3	1					10
Alarm Drops	119	15	10	16	17	14	7	24	17	10	13	11	17	171	16	11	15	12	8	17	13	7					99
911 Hang Up/Misdial	362	19	20	12	14	20	15	29	22	21	23	24	16	235	22	19	12	15	11	14	32	15					140

Accident Statistics

	DATE	DAY	TIME	LOCATION	NON INJURY	INJURY	UNOCCUPIED	HIT SKIP	CAD #
1	1/3/2025	FRI	1122	N MAIN ST @ 8 N MAIN ST	X				2025-0037
2	1/3/2025	FRI	1457	W COSHOCTON ST @ 921	X				2025-0041
3	1/12/2025	SUN	1624	S MAIN ST @ W JERSEY ST	X				2025-0202
4	1/16/2025	THU	1512	N MAIN ST @ W COSHOCTON ST	X				2025-0283
5	1/17/2025	FRI	1612	W COSHOCTON ST @ CLARK DR	X				2025-0301
6	1/20/2025	MON	1456	W COSHOCTON ST @ CLARK DR	X				2025-0350
7	1/21/2025	TUE	2028	N MAIN ST @ W COSHOCTON ST	X				2025-0371
8	1/22/2025	WED	505	PARKSIDE DR @ 151	X		X		2025-0384
9	1/22/2025	WED	1844	S MAIN ST @ 32	X				2025-0388
10	1/23/2025	THU	2120	W COSHOCTON ST @ 907	X				2025-0401
11	1/27/2025	MON	557	W COSHOCTON ST @ 625	X				2025-0443
12	1/30/2025	THU	1252	W COSHOCTON ST @ CLARK DR	X				2025-0481
13	1/31/2025	FRI	1748	E COSHOCTON ST @ COMMERCE BLV	X				2025-0509
13					13	0	1	0	
1	2/5/2025	WED	824	W COSHOCTON ST @ N MAIN ST	X				2025-0561
2	2/12/2025	WED	1135	W COSHOCTON ST @ 708	X				2025-0642
3	2/13/2025	THUR	1816	LEAFY DELL RD @ PARKDALE RD	X				2025-0655
4	2/17/2025	MON	1639	W COSHOCTON ST @ 708	X				2025-0686
5	2/18/2025	TUES	1836	W COSHOCTON ST @ WESTVIEW DR	X				2025-0698
5					5	0	0	0	



1	3/8/2025	SAT	1408	POST OFC ALLY @ 29 E COSHOCTON ST	X		X		2025-0887
2	3/11/2025	TUE	1755	LEAFY DELL RD @ N MAIN ST	X			X	2025-0924
3	3/14/2025	FRI	631	SPORTSMAN CLUB RD @ E COSHOCTON ST	X		X		2025-0945
4	3/14/2025	FRI	1600	W COSHOCTON ST @ N WILLIAMS ST	X				2025-0948
5	3/14/2025	FRI	1718	W COSHOCTON ST @ 795	X				2025-0949
6	3/28/2025	FRI	616	E COSHOCTON ST @ COMMERCE BLV	X				2025-1104
7	3/28/2025	FRI	1216	S MAIN ST @ W COSHOCTON ST	X				2025-1107
8	3/30/2025	SUN	1745	W COSHOCTON ST @ 708	X			X	2025-1141
9	3/31/2025	MON	1042	S MAIN ST @ E COSHOCTON ST	X				2025-1147
9					9	0	2	2	

	DATE	DAY	TIME	LOCATION	NON INJURY	INJURY	UNOCCUPIED	HIT SKIP	CAD #
1	4/2/2025	WED	1325	W COSHOCTON ST @ N MAIN ST	X				2025-1159
2	4/4/2025	FRI	1222	W COSHOCTON ST @ N MAIN ST	X				2025-1167
3	4/4/2025	FRI	1858	CROTON RD @ EAGLES NEST AV		X			2025-1173
4	4/12/2025	SAT	738	W COSHOCTON ST @ 900	X				2025-1226
5	4/16/2025	WED	1339	N MAIN ST @ EDWARDS RD		X			2025-1259
6	4/18/2025	FRI	2100	S MAIN ST @ PHALEN PL	X			X	2025-1282
7	4/19/2025	SAT	1210	N MAIN ST @ W COSHOCTON ST	X				2025-1293
8	4/25/2025	FRI	1230	96 E COSHOCTON ST	X			X	2025-1356
9	4/29/2025	TUE	1502	N MAIN ST @ LEAFY DELL RD	X				2025-1380
9					7	2	0	2	

1	5/4/2025	SUN	1315	WESTVIEW DR @ 68	X		X	X	2025-1405
2	5/12/2025	MON	1155	848 W COSHOCTON ST	X				2025-1445
3	5/16/2025	FRI	1725	S MAIN ST @ E PRATT ST	X				2025-1475
4	5/19/2025	MON	1513	W JERSEY ST @ KYBER RUN CIR	X				2025-1503
5	5/22/2025	THUR	1839	W COSHOCTON ST @ MEADOW LN	X				2025-1515
6	5/23/2025	FRI	1307	N MAIN ST @ PERSHING DR		X			2025-1519
7	5/27/2025	TUE	1300	E COSHOCTON ST @ N MAIN ST	X				2025-1543
8	5/28/2025	WED	1638	N MAIN ST @ W COSHOCTON ST		X			2025-1567
8					6	2	1	1	

1	6/4/2025	WED	1539	S MAIN ST @ E COSHOCTON ST	X				2025-1649
2	6/10/2025	TUES	1632	JOHNSTOWN UTICA RD @ 11841	X				2025-1717
3	6/15/2025	SUN	1046	N MAIN ST @ W COSHOCTON ST	X				2025-1766
4	6/19/2025	THUR	753	E COSHOCTON ST @ COMMERCE BLV	X				2025-1808
5	6/24/2025	TUES	1100	W COSHOCTON ST @ N MAIN ST	X				2025-1859
6	6/25/2025	WED	1718	E COSHOCTON ST @ COMMERCE BLV	X				2025-1866
7	6/26/2025	THUR	1550	E COSHOCTON ST @ N MAIN ST	X				2025-1887
7					7	0	0	0	

	DATE	DAY	TIME	LOCATION	NON INJURY	INJURY	UNOCCUPIED	HIT SKIP	CAD #
1	7/1/2025	TUE	1200	701 W COSHOCTON ST	X			X	2025-1935
2	7/1/2025	TUE	1702	W COSHOCTON ST @ 907		X			2025-1937
3	7/3/2025	THU	1145	N MAIN ST @ W COSHOCTON ST	X				2025-1957
4	7/10/2025	THU	1647	W COSHOCTON ST @ 171	X				2025-2040
5	7/15/2025	TUE	859	W COSHOCTON ST @ BIGELOW DR	X				2025-2086
6	7/15/2025	TUE	1749	W COSHOCTON ST @ 8	X				2025-2090
7	7/16/2025	WED	1459	W COSHOCTON ST @ WESTVIEW DR	X				2025-2102
8	7/23/2025	WED	1831	W COSHOCTON ST @ S WILLIAMS ST	X				2025-2186
9	7/25/2025	FRI	1219	S MAIN ST @ E JERSEY ST	X				2025-2207
10	7/28/2025	MON	1019	W COSHOCTON ST @ N MAIN ST	X				2025-2233
11	7/31/2025	THU	2148	W COSHOCTON ST @ BIGELOW DR	X				2025-2278
11					10	1	0	1	



1	8/1/2025	FRI	834	N MAIN ST @ LEAFY DELL RD	X				2025-2282
2	8/2/2025	SAT	1253	N MAIN ST @ W COSHOCTON ST	X				2025-2293
3	8/5/2025	TUE	1030	N MAIN ST @ 7		X			2025-2318
4	8/13/2025	WED	1500	W COSHOCTON ST @ S MAIN ST	X				2025-2422
5	8/14/2025	THU	1030	STONE HEDGE ROW DR @ 228	X				2025-2436
6	8/15/2025	FRI	848	N MAIN ST @ W COSHOCTON ST	X				2025-2452
7	8/15/2025	FRI	2145	W COSHOCTON ST @ 907	X				2025-2460
8	8/19/2025	TUE	741	E COSHOCTON ST @ SPORTSMANS CLUB		X			2025-2491
9	8/19/2025	TUE	1412	W COSHOCTON ST @ N OREGON ST	X				2025-2494
10	8/24/2025	SUN	1257	W COSHOCTON ST @ N MAIN ST	X				2025-2549
11	8/28/2025	THU	1340	W COSHOCTON ST @ BIGELOW DR	X				2025-2580
12	8/28/2025	THU	1706	E COSHOCTON ST @ YARDNER ST	X				2025-2588
13	8/30/2025	SAT	1011	W COSHOCTON ST @ 186	X				2025-2594
13					11	2	0	0	

75	2025 TOTALS	68	7	4	6
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City Manager Report
September 16, 2025

1. **NCA, TIF's & CRA** --- nothing new at this time
2. **Economic development** – nothing new at this time
3. **Infrastructure Development Agreement** – On August 13, I attended a meeting with NACo, our legal counsel, and finance director to provide feedback on the current draft. It was agreed that both parties' attorneys would construct a new draft based on the feedback received. Staff is currently reviewing the revised draft, which was sent on August 29.
4. **PD District—**
 - LRE's engineering firm submitted their first proposal for our review. In conjunction with our engineers, we provided feedback outlining our request and concerns.
 - Work continues with the school and the developer on CRA, NCA, compensation agreement, etc. for Subarea 2B
 - The Green Chapel ROW agreement was briefly discussed by Planning and Zoning, they recommended sending it to the Safety and Service Committee. Once reviewed, it will likely return to Council for consideration.
5. **HR –**
 - Strategic HR, in conjunction with our HR legal team, will be tasked with preparing an updated employee handbook over the next two quarters. A draft will be available for Council review by year-end.
 - Code Enforcement Officer — The officer began on August 14 and has been reviewing permits and setting up computer, phone, and email applications. The arrangement will be evaluated for effectiveness. If successful, it may provide cost advantages and flexibility to inspect violations outside a preset three-day schedule.
 - Planner Position — An offer was extended to a candidate, but he accepted another position. The search will continue.
 - Director of Streets — Two offers were extended, but no agreements were reached. The job listing will be modified and recruitment will continue.
6. **62 Corridor Improvements Study** – Nothing new at this time.
7. **ODOT Silicon Heartland 40 min Travel Meeting** –Nothing new at this time

8. **TID –**

- The Duncan Plains / Mink St. roundabout improvements are tentatively scheduled for 2026. Safety and service evaluated internal island treatments associated with this project. It has now been sent to Finance Committee to evaluate funding.
- A presentation was given to the safety and service committee from American Structure Point on the 62/37 intersection. A number of comments were provided and questions asked. American Structure Point will again be presenting a modified version on October 7th for additional consideration.

9. **Union Negotiations** – The OPBA has requested to begin contract negotiations in October. I will be connecting with HR legal counsel to get this process started.

10. **Engineering-** Meeting with various projects.

- After confirming with engineering that easements will be necessary for the placement of water and sewer lines within the PD District, the city will be reaching out to the property owners in the near future.
- Staff will be connecting with engineering to evaluate OPWC grant submissions.

11. **Design Review Board** – Staff and the Steering Committee feel a joint meeting with Council would be helpful to finalize a draft for both bodies to review. The current proposed times are the evening of October 6th or October 7th from 4:00 to 5:30.

12. **Johnstown Water & Sewer Partnership –**

- We received comments back from the Ohio EPA regarding our draft facility plan. These comments were expected, as mentioned in the previous manager's report. We currently have our team addressing these comments and working towards providing the Ohio EPA with clarification or new information as requested. Just to Clarify: This is not a ruling or denial. In fact, the Ohio EPA encouraged us to include a direct comparison between LRWD and the Coalition in our resubmittal, highlighting the functional, financial, and environmental advantages of our plan.
- It's worth noting: LRWD received a similar letter when they submitted their NPDES permit for the Moots Run plant.
- Staff remains committed to providing the Ohio EPA with additional information and to working through what can be a complex and lengthy process.

13. **Parks and Recreation** – A PSA/exchange agreement has been sent to JYAA for review.

14. **208 Negotiation** – On August 27th I attended a meeting facilitated by the New Albany Company related to items of discourse with LRWD and Jersey Twp. The goal of this meeting was to discuss ideas and see if there was a plausible collaborative pathway forward, as opposed to the current legal stalemate which exists. Both parties agreed to meet again in the future.

15. **Insurance Policy**—We received comments back from coverage counsel and there will likely be an executive session in the near future to discuss these comments.
16. **School District Discussion** – Council members and I attended a ribbon cutting for the new six-classroom high school expansion on September 12th. The high school expansion features a new, dedicated educational space set aside for a “Certified Nursing Assistant” training pathway, offered in partnership with the Career & Technology Education Centers (C-TEC) of Licking County.
17. **Johnstown Pointe** – Construction on this project has begun and we will continue to monitor activity and progress at this site.
18. **Leafy Dell Traffic Signal** – Nothing new
19. **Public Record Request** – Nothing new
20. **Concord East**— Nothing new
21. **Traffic signalization projects** – nothing new

Respectfully Submitted,
Sean Staneart
City Manager



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 TABLED

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: _____

EXHIBIT A
Typical Cross-Section East of Clover Valley Road

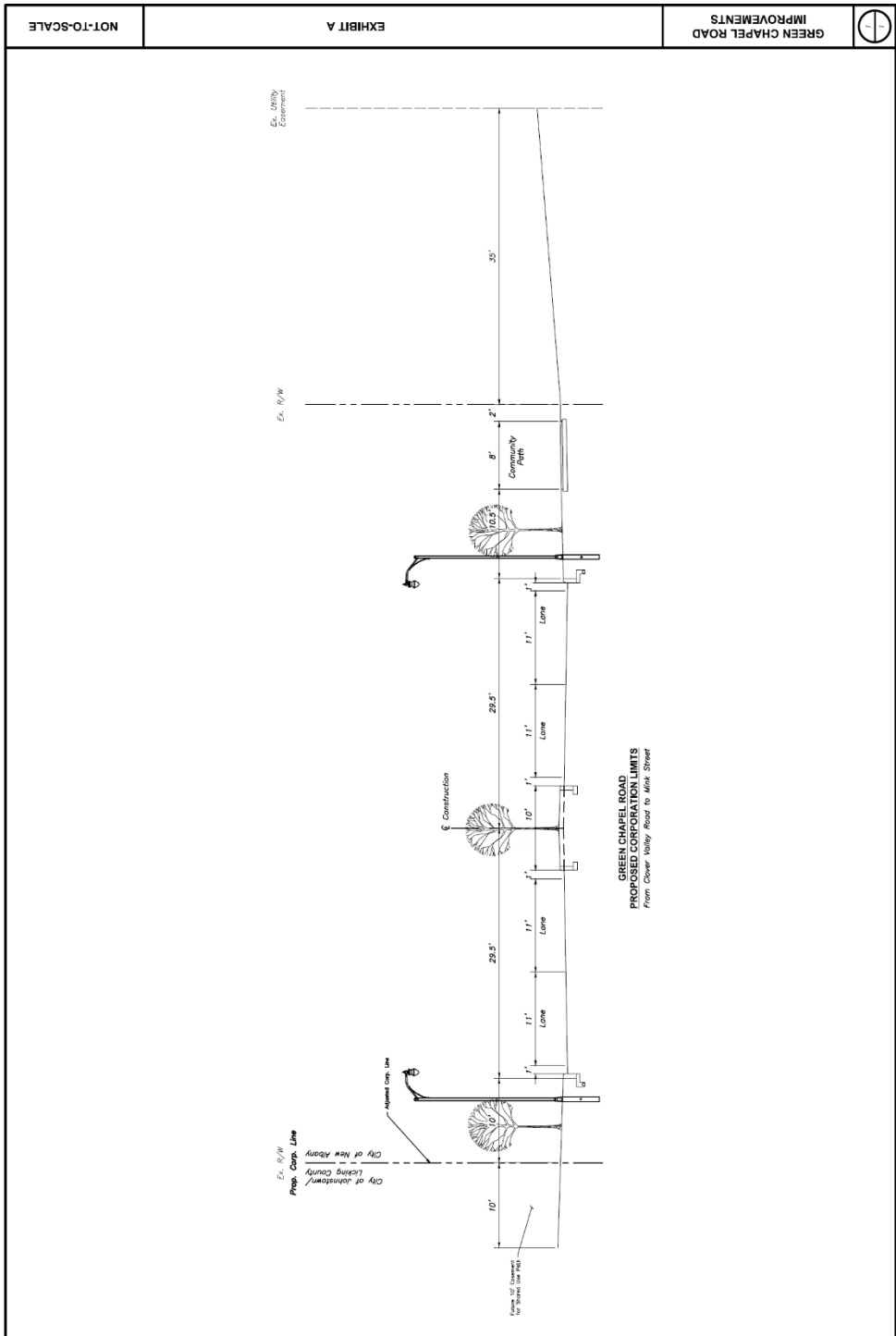


EXHIBIT B Typical Cross-Section West of Clover Valley Road

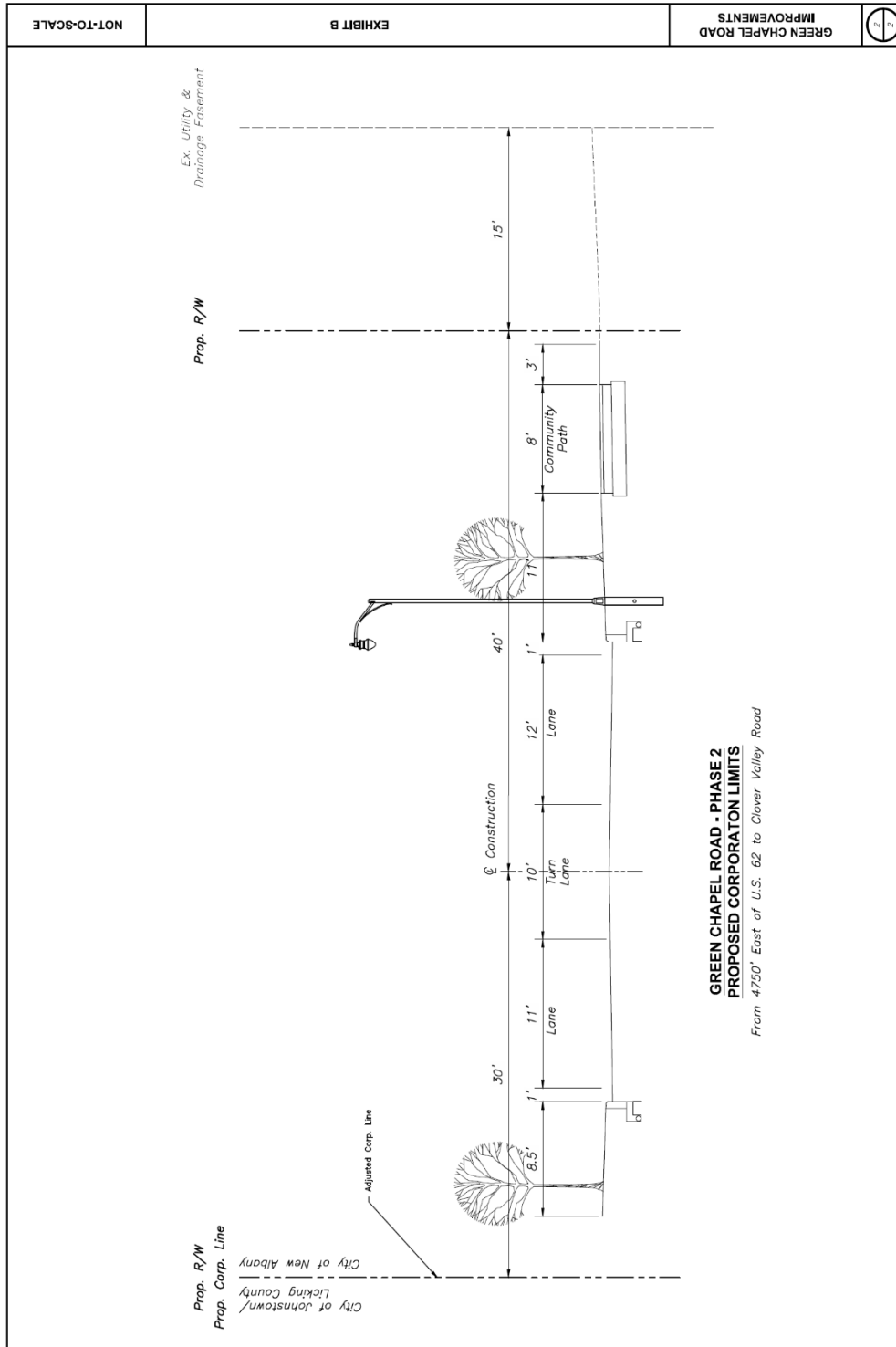


EXHIBIT C
Intergovernmental Agreement
[TO BE ATTACHED TO FINAL FORM]

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

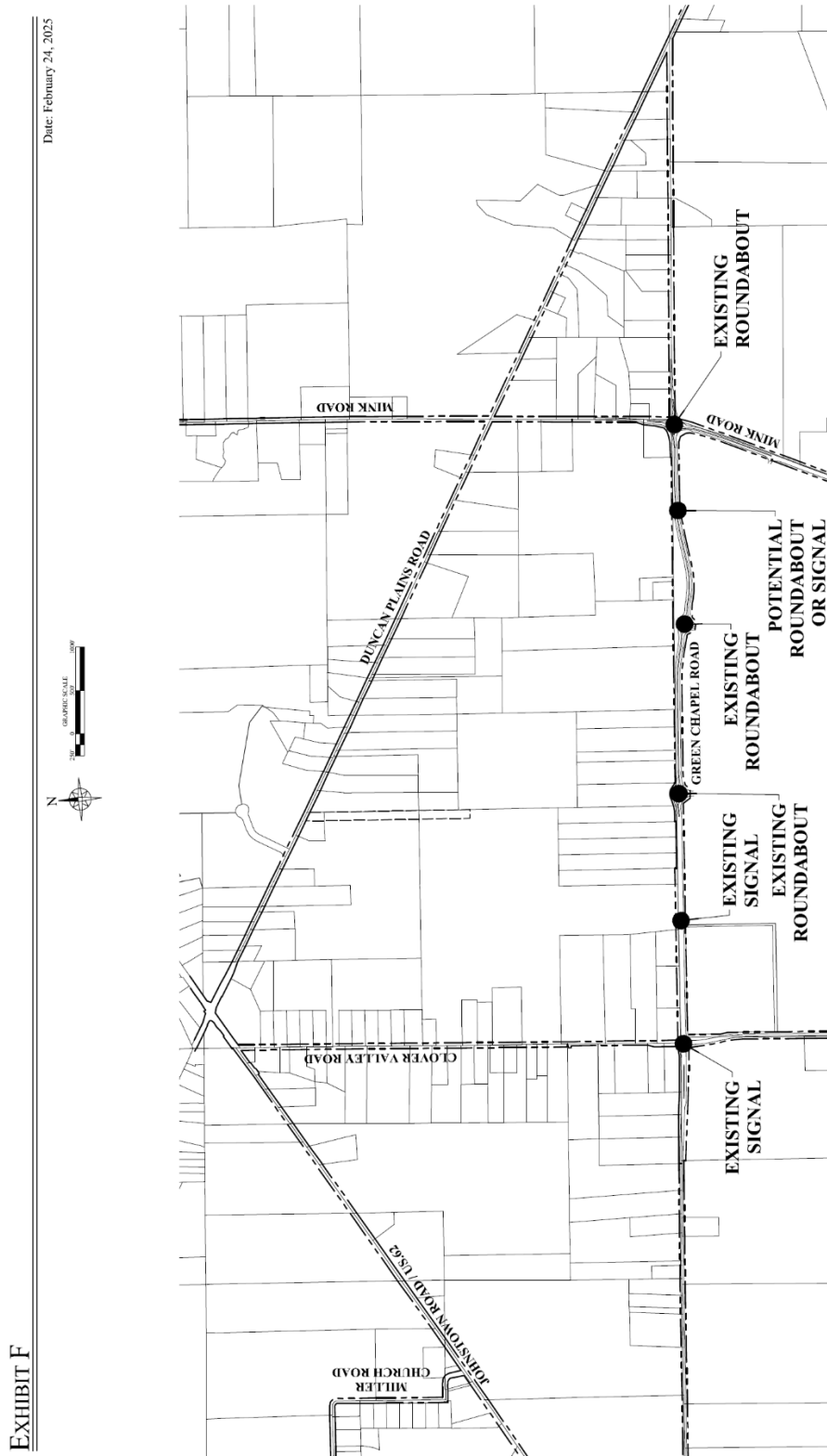
Section 709.37 Adjustment of boundaries of adjoining municipal corporations by mutual consent.

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, South Oregon Street from West Coshocton Street to West Jersey Street.*

(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



RESOLUTION 2025-36

**A RESOLUTION ACCEPTING AN ANNEXATION OF 6.7 +/- ACRES, MORE OR LESS,
FROM MONROE TOWNSHIP, LICKING COUNTY TO THE CITY OF JOHNSTOWN**

WHEREAS, a petition was filed with the Licking County Board of County Commissioners on June 5, 2025, requesting annexation to the City of Johnstown, Ohio of 6.7 +/- acres of land in Monroe Township owned by the NACO Land Company LLC (the "Property", a description of which is attached hereto as Exhibits "A" and "B" and made a part hereof); and

WHEREAS, the City of Johnstown Council approved Resolution 2025-20 on June 3, 2025 stating what services would be provided to the 6.7 +/- acres of land; and

WHEREAS, the Licking County Commissioners approved the annexation petition on June 26, 2025; and

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

Section One: The petition for annexation of 6.7 +/- acres, more or less, to the City of Johnstown is hereby accepted.

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

Section Three: This resolution shall take effect at the earliest date provided by law.

Date of Introduction/Public Hearing/Vote: September 16, 2025

BY: _____

Mayor Donald Barnard

ATTEST TO:

APPROVED AS TO FORM:

Teresa Monroe, Clerk of Council

Yazan Ashrawi, Law Director

EXHIBIT "A"
PROPOSED ANNEXATION OF
6.7± ACRES

FROM: MONROE TOWNSHIP

TO: CITY OF JOHNSTOWN

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

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

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

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

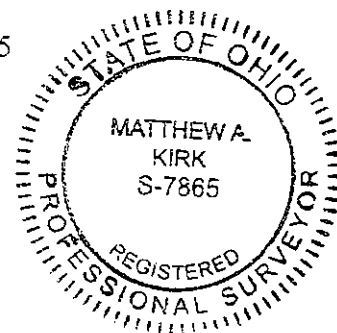
Thence South 86° 39' 45" East, with said southerly line and the existing City of Johnstown corporation line (Resolution Number 2023-30, of record in Instrument Number 202401250001407), a distance of 259.88 feet to the northwesterly corner of that 2.977 acre tract conveyed to Euine Music by deed of record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

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

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

EVANS, MECHWART, HAMBLETON & TILTON, INC.

Matthew A. Kirk
Matthew A. Kirk
Professional Surveyor No. 7865

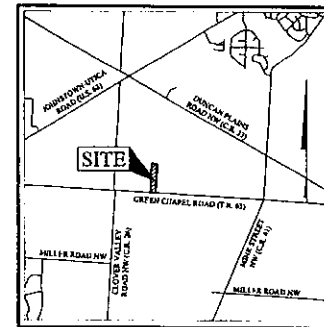


PRE-APPROVAL	
LICKING COUNTY ENGINEER	
APPROVED	CONDITIONAL
☒	☐
APPROVED BY: <i>Matthew A. Kirk</i>	
DATE: <i>5/16/25</i>	

EXHIBIT "B"

ANNEXATION OF 6.7± ACRES

TO THE CITY OF JOHNSTOWN FROM THE TOWNSHIP OF MONROE
LOT 7, QUARTER TOWNSHIP 4, TOWNSHIP 3, RANGE 15
UNITED STATES MILITARY DISTRICT
TOWNSHIP OF MONROE, COUNTY OF LICKING, STATE OF OHIO



LOCATION MAP AND BACKGROUND DRAWING
NOT TO SCALE

Contiguity Note:
Total perimeter of annexation area is 2775.71 feet, of which 1378.01 feet is contiguous with the City of Johnstown giving 50% perimeter contiguity.

Proposed Annexation
of 6.7 ± acres to the City of Johnstown

The within map marked exhibit "B" and made a part of the petition of annexation filed with the Board of Commissioners of Licking County, Ohio, on 20____, under Chapter 709 of the Ohio Revised Code, is submitted as an accurate map of the territory in said petition described under the requirements of said Chapter 709 of the Ohio Revised Code.

Agent for Petitioners

The Board of County Commissioners of Licking County, Ohio, having received a petition bearing the signed names and addresses of the parties interested in the annexation to the City of Johnstown, Ohio, of the territory shown hereon and having given due consideration to the prayer of said petition, do hereby grant the same.

Board of Licking County Commissioners

Petition Received _____ 20____ Commissioner _____

Petition Approved _____ 20____ Commissioner _____

Commissioner _____

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

Containing _____ acrs. Licking County Auditor

Transfer Fee _____

Received for Record _____ 20____ at _____ (AM-PM) and recorded _____

20____ in plat ordinance, petition, etc. in Plat Book Volume _____ Page _____

Plat Fee _____ Licking County Recorder

Ordinance, etc. Fee _____

Council for the City of Johnstown, Ohio, by ordinance _____ passed

20____ and approved by the mayor on _____ 20____ did accept the territory

shown hereon for annexation to the City of Johnstown, Ohio, a municipal corporation.

Attest _____ Clerk, City of Johnstown



By Matthew A. Kirk Date May 16, 2025
Matthew A. Kirk
Professional Surveyor No. 7865
mkirk@emht.com

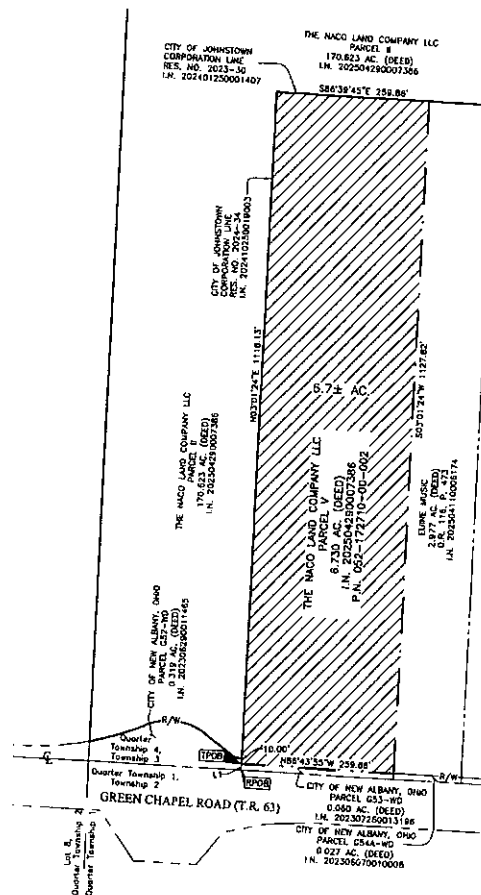
EMHT ERIE, MONROE, HAMILTON & TOWN, INC. ENGINEERS - SURVEYORS - PLANNERS - SCIENTISTS 1800 West Athens Road, Columbus, OH 43240 Phone: 614.771.6800 fax: 614.771.6801 emht.com	Date:	May 16, 2025												
	Scale:	1" = 120'												
	Job No:	2025-0123												
	Sheet:	1 of 1												
REVISIONS <table border="1"> <thead> <tr> <th>BLANK</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </tbody> </table>			BLANK	DATE	DESCRIPTION									
BLANK	DATE	DESCRIPTION												

Johnstown Area Rezoning including Kyber Run Golf Course Site / 20250123-VS-ANNEX-01

AREA TO BE ANNEXED
PROPOSED CITY OF JOHNSTOWN CORPORATION LINE
EXISTING CITY OF JOHNSTOWN CORPORATION LINE



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N03°01'24"E	10.00'



20250123-Dwg01-Annexation0123-01-VS-ANNEX-01.dwg, Matthew A. Kirk, Surveyor on 5/16/2025 7:26:30 AM. This drawing is the property of EMHT, Inc. and is not to be reproduced without the written consent of EMHT, Inc.