



Regular Council Meeting  
Tuesday, April 7, 2026 - 6:30 PM  
AGENDA

1. Call to Order
2. Roll Call
3. Invocation
4. Pledge of Allegiance
5. Approval of Agenda
6. Presentation - Green Chapel Properties Project Preview
7. Citizen comments on matters not on the agenda
8. Council Committee reports
  - a. **Design Review Board:** 3/24/26 canceled; Next 4/14/26 @ 5:30 pm council chambers
  - b. **Planning & Zoning:** Met 3/25/26; Next 4/14/26 @ 6:30 pm council chambers
  - c. **Safety & Service:** 4/7/26; Next 5/6/26 @ 5:30 pm council chambers
  - d. **Facilities Committee:** Schedule as needed
  - e. **Rules:** Schedule as needed
  - f. **Greater Johnstown Park & Rec District updates**
9. Director Reports
  - a. **Service Departments:** Water, Sewer, Street, Service Director
10. Tabled Legislation
  - a. **RESOLUTION 2026-26** RESOLUTION TO APPROVE A TEMPORARY EMPLOYMENT AGREEMENT AND TO APPOINT INTERIM CITY MANAGER
11. Public Hearings of Legislation
  - a. **RESOLUTION 2026-27** RESOLUTION AUTHORIZING THE ACTING CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH MANAGEMENT ADVISORY GROUP LLC
  - b. **RESOLUTION 2026-28** A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT TO PARTICIPATE IN THE OHIO DEPARTMENT OF TRANSPORTATION ROAD SALT CONTRACTS AWARDED IN 2026
  - c. **ORDINANCE 02-2026** AN ORDINANCE TO AMEND CHAPTER 1187 OF THE CITY'S CODIFIED ORDINANCES
12. Introduction of Legislation
  - a. **ORDINANCE 03-2026** AN ORDINANCE AUTHORIZING THE CITY MANAGER AND THE CITY OF JOHNSTOWN, OHIO TO ACCEPT THE PUBLIC DEDICATION OF RIGHT OF WAY TO THE CITY FROM THE JOHNSTOWN LAND COMPANY II LLC.
13. Other Business
14. Adjourn

**Next Council Meeting April 21, 2026**



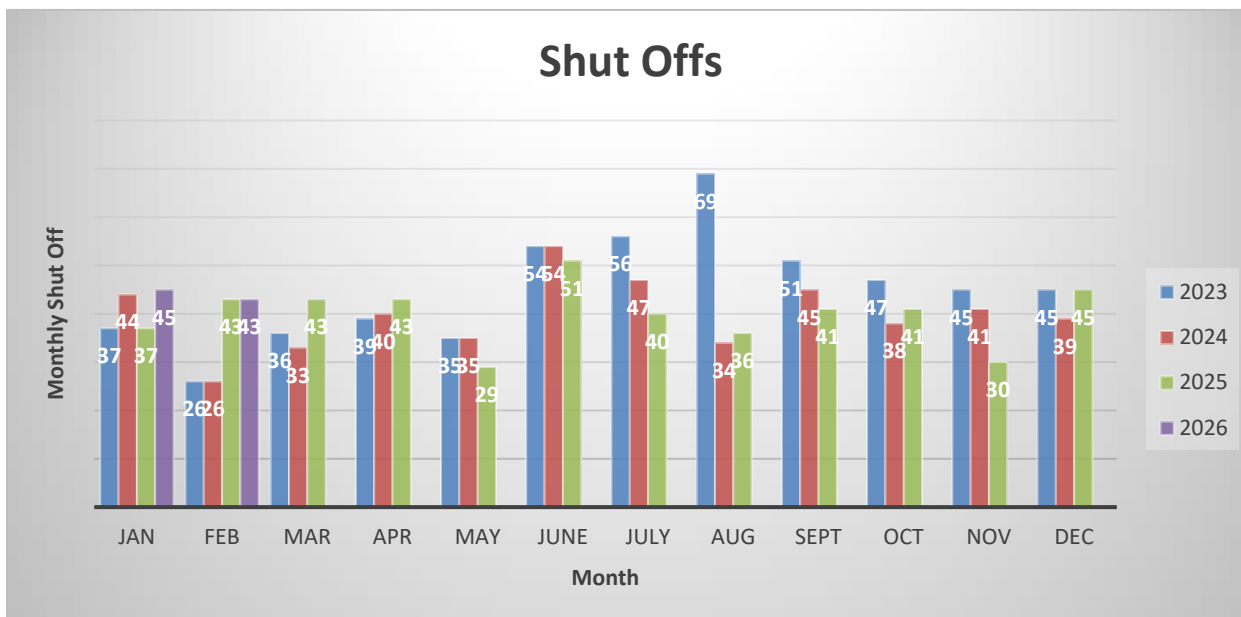
# March 2026 Water Council Report



**Water Plant March 2026**

- 1) As of March 31st, the flow is 21.383 MG.
- 2) There were 43 shut offs.
- 3) Worked on locates.
- 4) Worked on work orders.
- 5) The Water Department had 0 hours of training.
- 6) Tim Perry worked 10 hours for the Street Department.
- 7) Worked on updating the water Plant's EPA's ERP.
- 8) I attended progress meeting with Bowen the Water Plant Expansion Project.
- 9) Worked on and submitted monthly EPA reports.
- 10) New employee for the Water Department started on 3/30/2026.
- 11) Worked with Bowen daily on the Water Plant Expansion Project.
- 12) Worked on documents to send to EPA for the Water Plant lab certification renewal.
- 13) Changed lime feeders, took #2 feeder out and put #1 lime feeder in service. We cleaned #2 feeder and the feed line.

Thank you,  
 Terry Nichols  
 Chief Water Operator  
 City of Johnstown

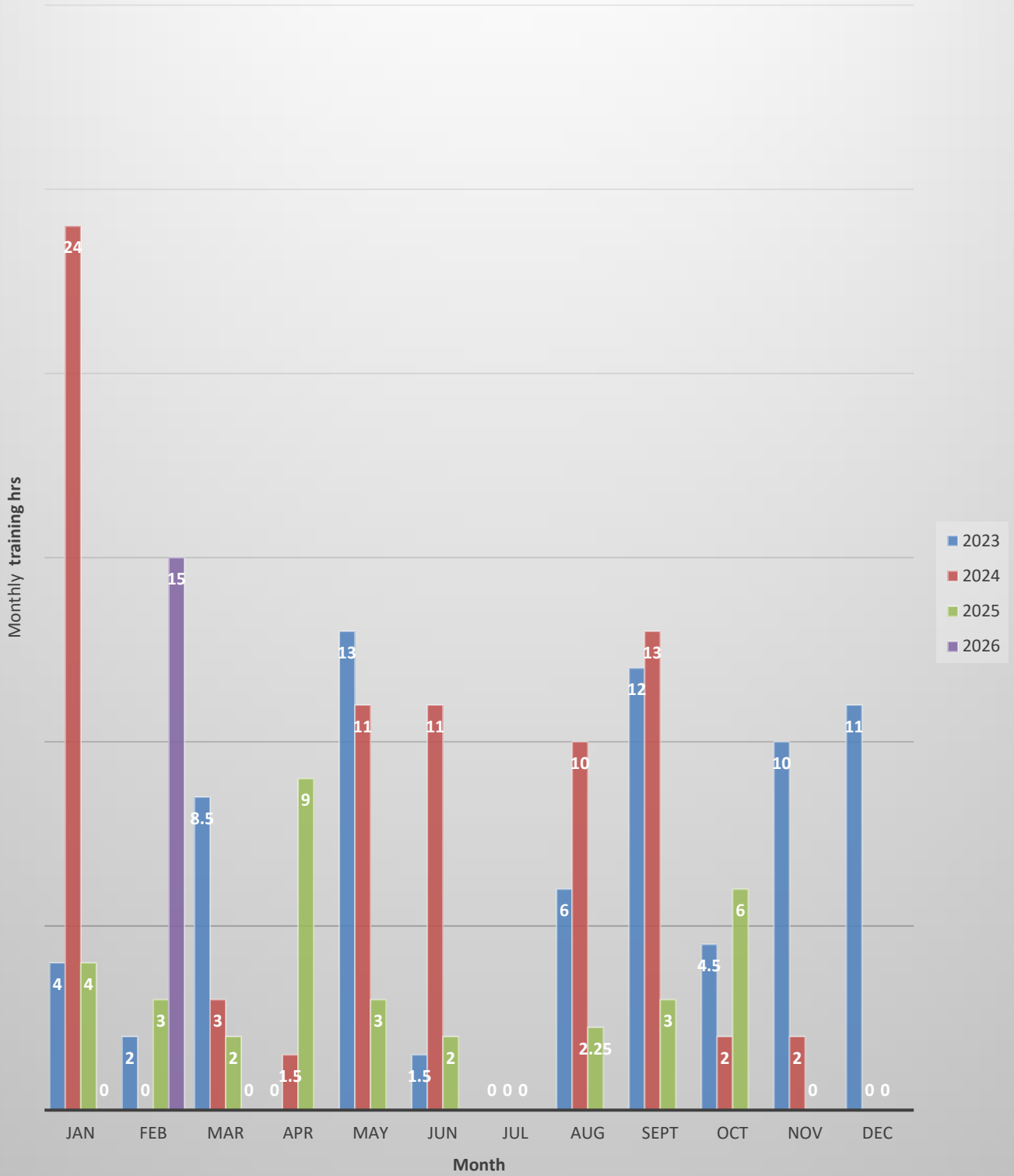


**Daily Plant Tap Test Results**

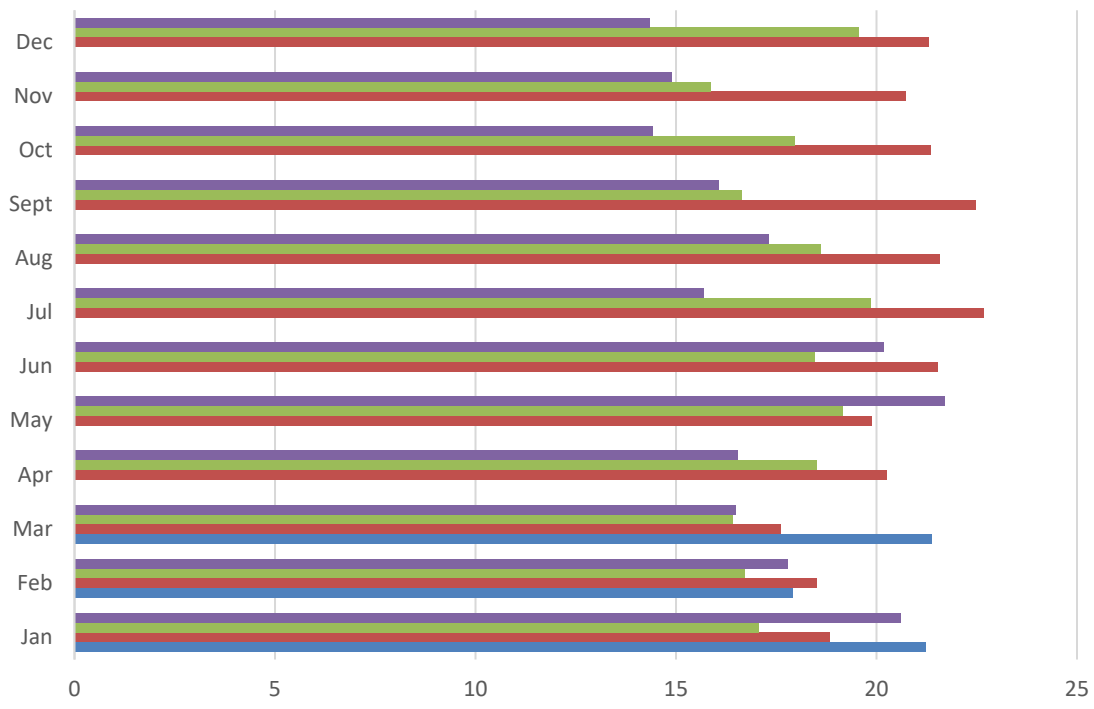
Date	PH	Phenol	Total	Total	Plant Tap Cl2		
		Alkalinity	Alkalinity	Hardness	Free	Total	Combined
Mar-01	7.50	0	56	142	1.18	1.32	0.14
Mar-02	7.89	0	50	145	1.11	1.20	0.09
Mar-03	7.87	0	50	147	1.26	1.30	0.04
Mar-04	8.05	0	48	144	1.03	1.15	0.12
Mar-05	8.12	0	54	150	1.02	1.14	0.12
Mar-06	7.99	0	52	149	1.10	1.22	0.12
Mar-07	7.65	0	55	150	1.28	1.35	0.07
Mar-08	8.02	0	52	149	1.10	1.25	0.15
Mar-09	8.30	0	50	149	1.17	1.28	0.11
Mar-10	7.51	0	47	136	1.11	1.26	0.15
Mar-11	8.07	0	45	140	1.14	1.23	0.09
Mar-12	7.78	0	49	155	1.22	1.30	0.08
Mar-13	7.84	0	48	152	1.05	1.14	0.09
Mar-14	7.75	0	49	149	1.10	1.19	0.09
Mar-15	7.62	0	57	150	1.09	1.20	0.11
Mar-16	7.80	0	53	150	1.12	1.28	0.16
Mar-17	7.87	0	55	151	1.11	1.28	0.17
Mar-18	8.21	0	52	148	0.97	1.08	0.11
Mar-19	8.04	0	52	150	0.99	1.15	0.16
Mar-20	8.22	0	54	148	0.87	0.97	0.10
Mar-21	8.00	0	50	154	1.10	1.19	0.09
Mar-22	7.59	0	47	137	1.17	1.25	0.08
Mar-23	7.97	0	50	145	1.08	1.13	0.05
Mar-24	7.94	0	51	145	1.15	1.24	0.09
Mar-25	8.12	0	53	145	0.97	1.05	0.08
Mar-26	8.06	0	53	147	0.99	1.08	0.09
Mar-27	7.93	0	55	148	1.08	1.16	0.08
Mar-28	8.05	0	56	146	1.21	1.29	0.08
Mar-29	8.27	1	45	141	1.08	1.12	0.04
Mar-30	8.15	0	60	156	0.98	1.06	0.08
Mar-31	8.06	0	65	162	1.12	1.16	0.04
Average	7.94	0.03	52	148	1.10	1.19	0.10

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



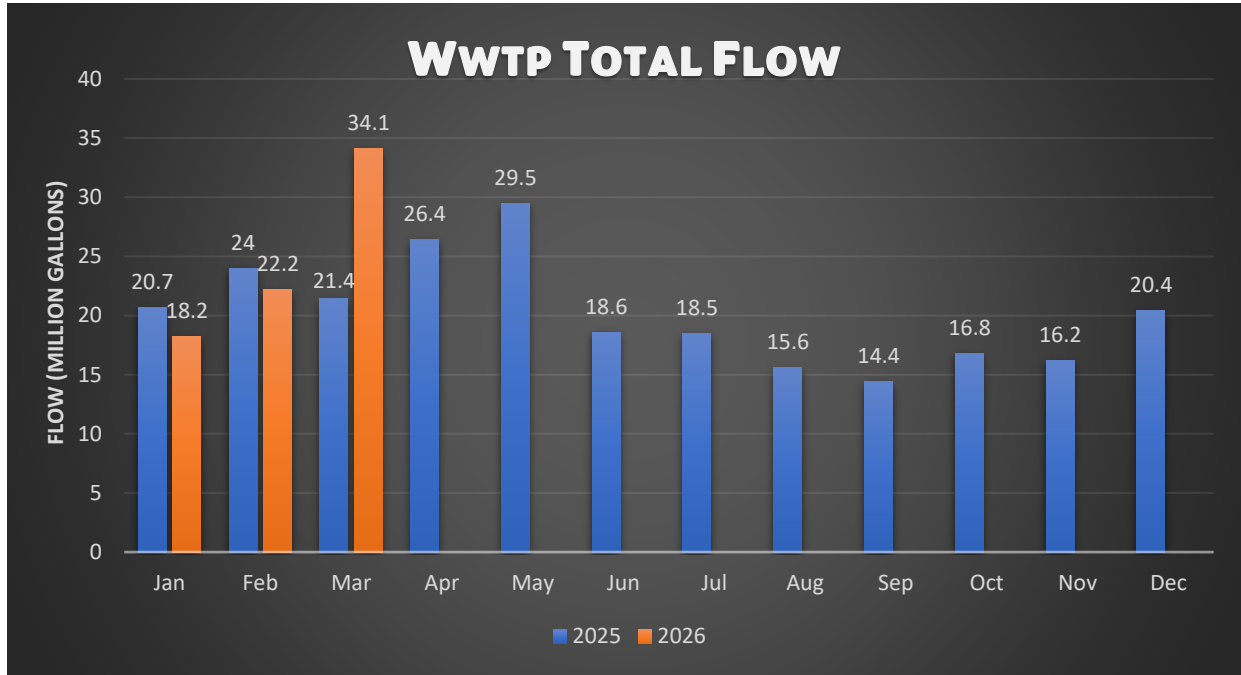
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
2026	21.228	17.912	21.383									
2025	18.851	18.526	17.622	20.25	19.881	21.544	22.689	21.584	22.472	21.35	20.729	21.319
2024	17.074	16.725	16.431	18.526	19.174	18.464	19.866	18.609	16.641	17.976	15.872	19.571
2023	20.616	17.786	16.492	16.556	21.719	20.176	15.698	17.307	16.061	14.42	14.898	14.362

MG

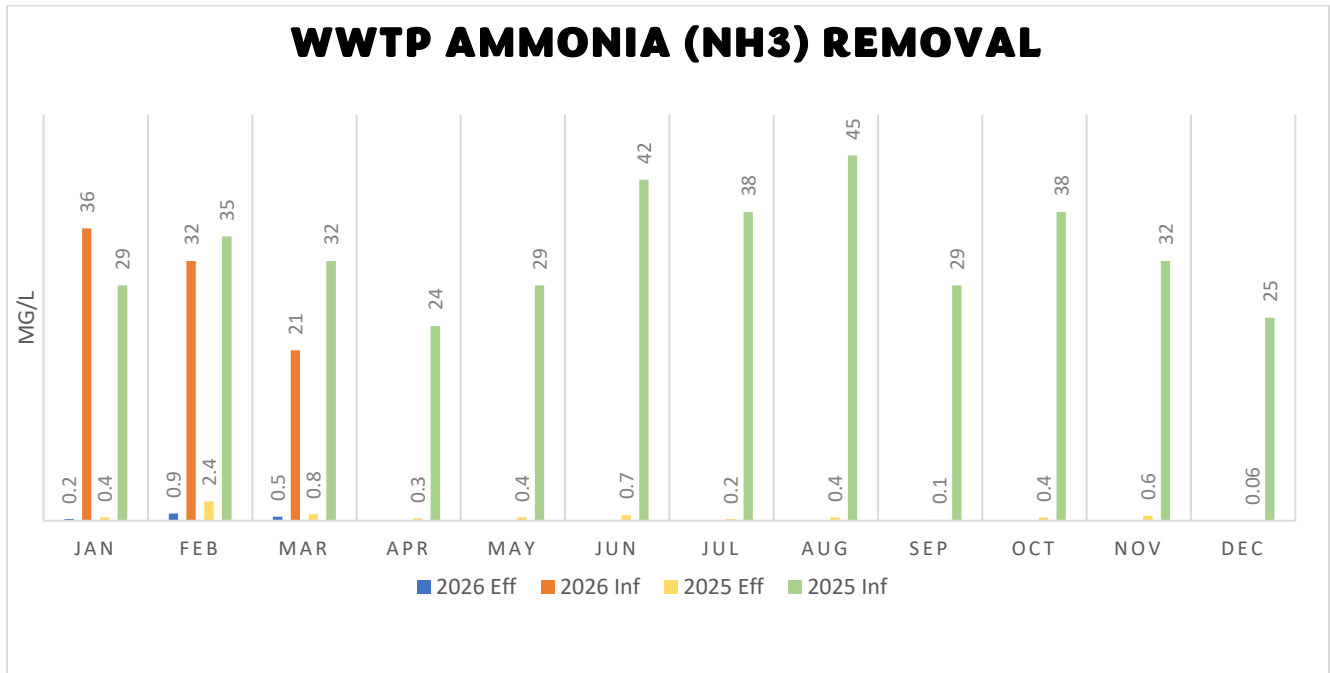


# March 2026

## SEWER DEPARTMENT REPORT



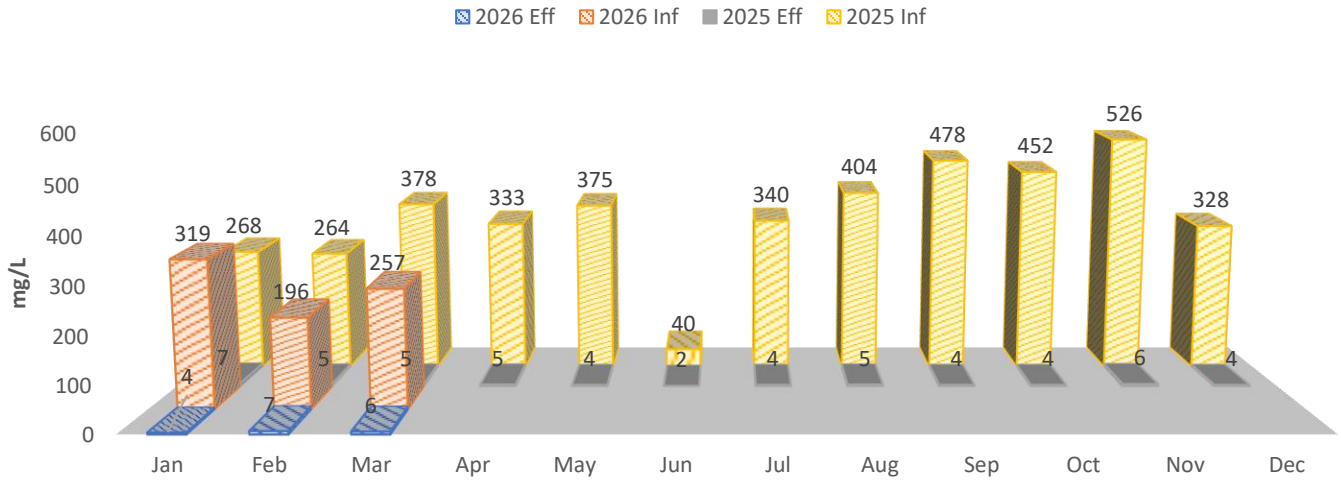
## PLANT EFFICIENCY CHARTS



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

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

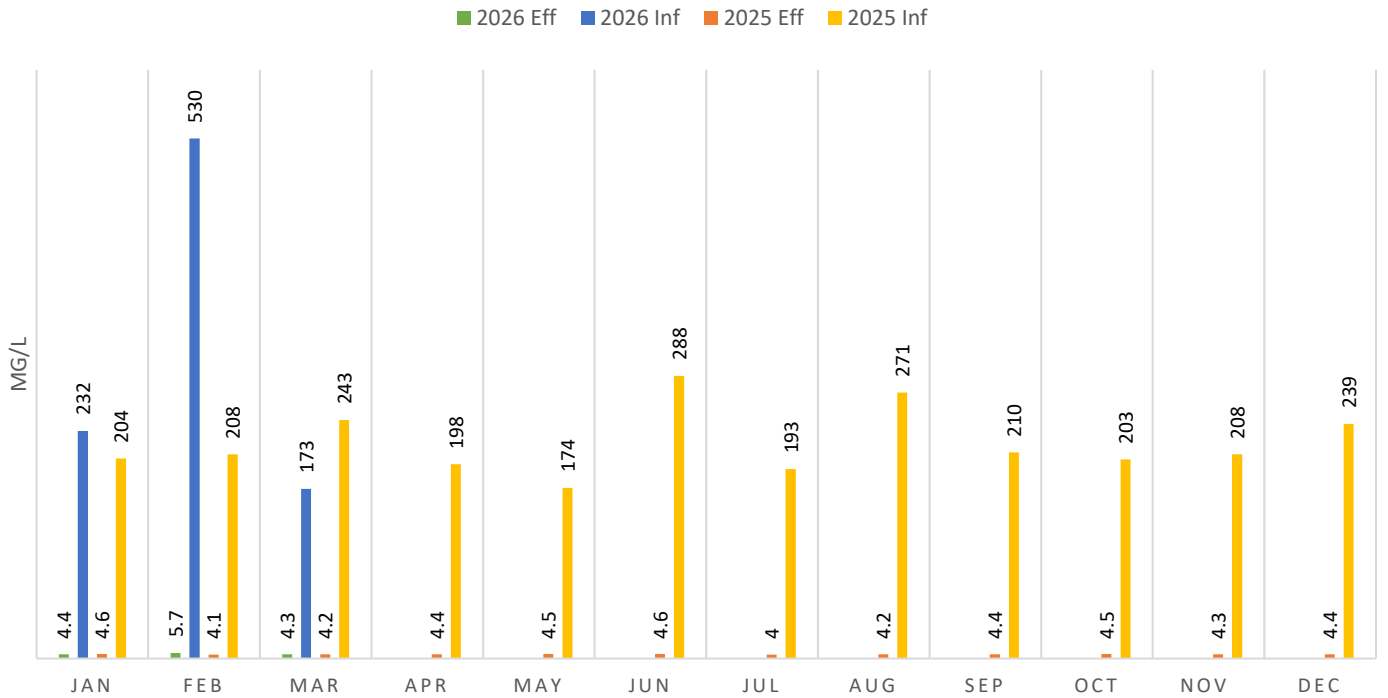
# WWTP TOTAL SUSPENDED SOLIDS REMOVAL



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

<b>Discharge Limitations</b>	Weekly- 18 mg/L
	Monthly- 12 mg/L

# WWTP CBOD REMOVAL



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

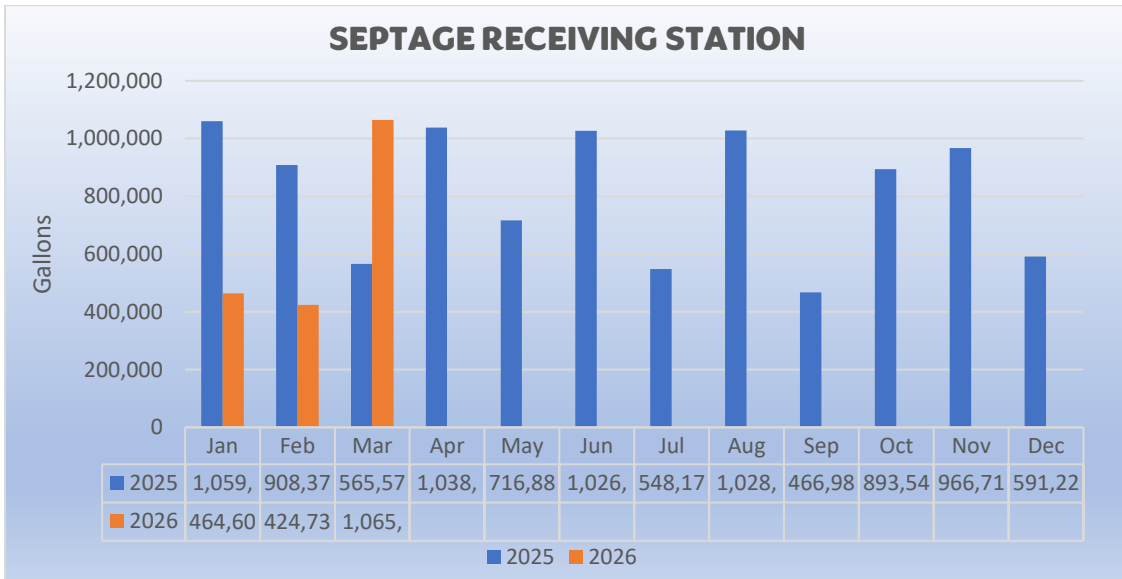
<b>Discharge Limitations</b>	Weekly- 15 mg/L
	Monthly- 10 mg/L

## WORK HIGHLIGHTS

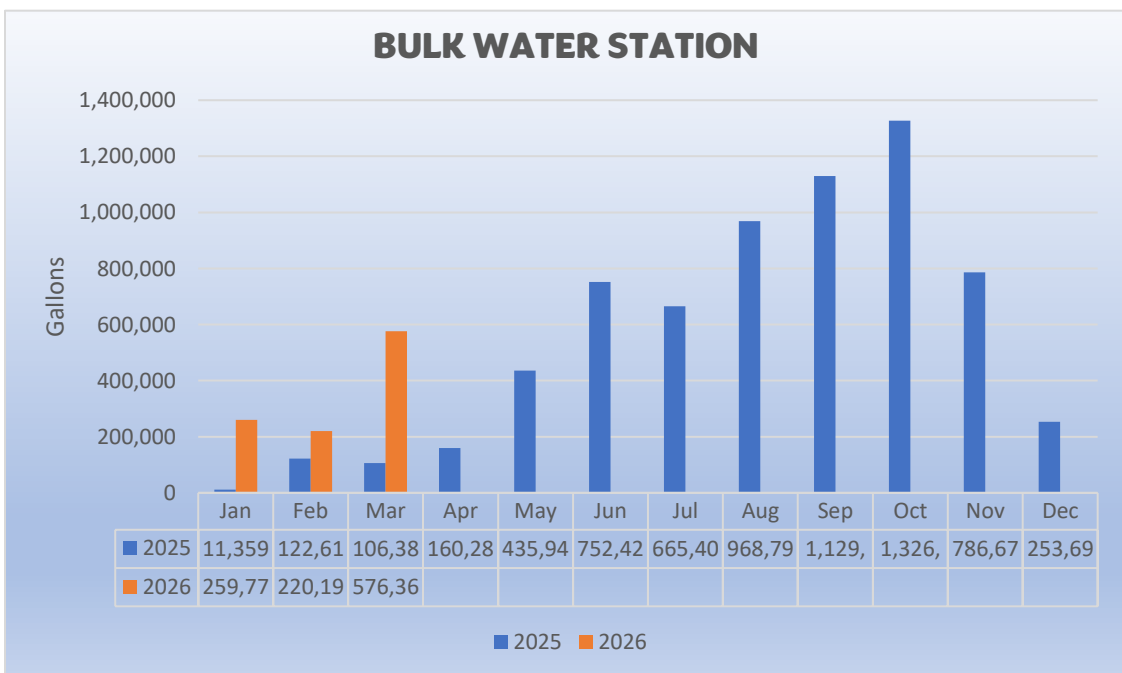
- Sewer Inspections
  - o 4 new build inspections
  - o 1 existing repair inspection
- Amount of sludge pressed (dewatered) – 605,048 gallons
- Routine plant operations and preventative maintenance
- Sewer “Hot Spots”, routine sewer jetting throughout sanitary main lines

## 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

## March 2026

# CITY OF JOHNSTOWN, OHIO

City of Johnstown  
Administrative Offices



599 S. Main Street  
Johnstown, Ohio 43081  
Telephone: 740-967-3177

## Misc.

- Equipment maintenance, cleaning, and repairs
- Greased all the trucks and backhoe
- Cleaned the trucks after each salting event

## Street Maintenance

- Patched potholes in the Leafydell entrance and exit, Commerce, Clark, Concord east , , Stone hedge, Douglas ,Phratt, Track, 37 by Circle K, N Williams , N Oregon, S Williams, , Central station dr, Kasson, Stevens, Locker, Maple, Sportsman club rd
- Replaced the front bucket lines on the backhoe
- Picked up jet truck from plain city for repairs
- Dropped off and picked up sewer truck from newark for repairs
- Picked up dead deer in front of Tech rubber
- Removed dead animals from the roadway
- Salted the whole town for the snow event
- Jetted the Concord east drain
- Picked up 4 ton of cold mix from the St Louisville plant
- Street sweeping on a regular basis
- Picked up dead deer in front of the bank
- Replaced 3 street lights at 291 Central Station dr , 406 Tyler Station, 409 Buena Vista

## Water Maintenance

## 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)

- Picked up trash and broken sled parts from the parks
- Cut fallen trees up and removed from the parks after the wind storm
- Cut and cleaned up tree that fell from the bike path at 317 fondriest rd
- Cut up and removed tree branch hanging over the bike path

## Sewer Maintenance



# Service Directors Report

3/31/2026

- 1) Water Plant Update – Held water plant construction meetings March 5-11-19-26-2026. Main topics include moving sanitary force main and gravity sewer away from building site. Making temporary finish water line location to a permanent line to save money. Getting costs to put a New Clear Well back into the project.
- 2) Wastewater Plant Update – Waiting on EPA comments on the 90% design plans.
- 3) Coughlin Apartments – No new information
- 4) Leak Detection – No new leaks in March
- 5) J-2 Well is back in operation. New pump and motor have been installed. J-2 will only be used as a backup at this point
- 6) Filled one of the two water plant positions. Continuing interviews for the second position.
- 7) Have been working daily with EMH&T going through the many projects and being brought up to speed on where each project is.



**RESOLUTION 2026-26**

**RESOLUTION TO APPROVE A TEMPORARY EMPLOYMENT AGREEMENT  
AND TO APPOINT INTERIM CITY MANAGER**

**WHEREAS**, City of Johnstown Charter Section 5.01 authorizes City Council to appoint a City Manager, who serves at the pleasure of Council subject to the City Charter; and

**WHEREAS**, the Council is currently utilizing Management Advisory Group to conduct an executive search for candidates for City Manager; and

**WHEREAS**, Council finds it in the best interest of the City to appoint an employee as the temporary, Interim City Manager to fulfill the duties of the City Manager under the terms stated in **Exhibit A** during the period of the City's executive search for City Manager;

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Johnstown, State of Ohio:

**Section 1.** City Council hereby approves and authorizes and directs the Acting City Manager to sign the Temporary Employment Agreement with Jeff Sheridan attached hereto as **Exhibit A**; and

**Section 2.** City Council hereby appoints Jeff Sheridan as the Interim City Manager subject to and upon his execution of this Temporary Employment Agreement; and

**Section 3.** 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 from 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: March 23, 2026 TABLED**

**Public Hearing/Vote: April 7, 2026**

By: \_\_\_\_\_

\_\_\_\_\_  
Mayor Tiffany Hollis

ATTEST TO:

APPROVED AS TO FORM:

\_\_\_\_\_  
Teresa Monroe, Clerk of Council

\_\_\_\_\_  
Yazan Ashrawi, Law Director

**Temporary Employment Agreement  
City of Johnstown, Ohio  
Interim City Manager**

This Temporary Employment Contract ("Contract") is entered into on and effective March 23, 2026 ("Effective Date") by and between the City of Johnstown City Council ("City") and Jeff Sheridan ("Employee"), collectively referred to as the "Parties."

**WHEREAS**, in accordance with Johnstown City Charter 5.01, City Council shall appoint the City Manager and determine the Manager's compensation; and

**WHEREAS**, Council finds it in the best interest of the City to appoint Employee as the temporary, Interim City Manager to fulfill the duties of the City Manger under the terms stated herein during the period of the City's executive search for a City Manager and until that City Manager's appointment;

**NOW THEREFORE**, in consideration of the mutual promises herein, the City and Employee agree as follows:

1. Council hereby appoints Employee as the City's Interim City Manager, effective April 6, 2026;
2. Employee shall serve as a temporary employee of the City, intended to serve until the City's subsequent appointment of a City Manager or until further action by Council;
3. As a temporary employee, Employee shall serve at the direction and supervision of the Council, is unclassified, and shall hold office and may be suspended or removed at the pleasure of Council without regard to Charter Section 5.02 or any other procedures;
4. Employee shall fulfill the powers and duties of the City Manager in accordance with Charter Section 5.04 and as otherwise directed by Council;
5. Employee shall at all times maintain the qualifications and prerequisites for employment as the City Manger as specified in the City Charter, Ordinances, Resolutions, policies and City Manager job description, and be appropriately bonded;
6. Employee shall be compensated on a salaried basis at the weekly rate of \$3,450.00, subject to all applicable taxes and withholdings; Employee will enroll in the Ohio Public Employee Retirement System;
7. Employee and the City agree that Employee is exempt from overtime pay requirements under the Fair Labor Standards Act, 29 U.S.C. § 213, and other applicable sections, as may be amended, and corresponding Ohio law.
8. As a temporary employee, Employee will not be eligible to accrue or use paid leave benefits (vacation, holidays, sick leave, etc.) under the City's policies; however,
9. Employee is issued three paid personal days that may be used during this employment with the City; unused personal days will not be paid out at the end of employment;

10. As a temporary employee, Employee is not eligible to participate in the City's health, vision, dental or life insurance or other benefits;

11. This Agreement represents the entire agreement between the parties hereto, and supersedes all contracts, negotiations, promises or representations between them;

12. This Agreement may not be modified without the express written, signed agreement of both parties hereto;

13. This Agreement and is governed by the laws of the State of Ohio and any disputes between the parties as to this Agreement will be litigated in a Court of competent jurisdiction in Licking County, Ohio;

14. This Agreement, except for provisions for the compensation of hours already worked, shall terminate upon the resignation, retirement or termination of Employee.

**WHEREFORE**, having reviewed and considered the terms of this Agreement, the parties hereby each knowingly, intelligently and voluntarily enter into this Agreement:

For City of Johnstown:

\_\_\_\_\_  
Acting City Manager                      Date

For Employee:

\_\_\_\_\_  
Jeff Sheridan                                      Date



**RESOLUTION 2026-27**

**RESOLUTION AUTHORIZING THE ACTING CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH MANAGEMENT ADVISORY GROUP LLC**

**WHEREAS**, the City of Johnstown, Ohio has identified a need for city manager search services as well as consulting and advisory services; and

**WHEREAS**, the City has identified Management Advisory Group, LLC (the “Service Provider”) as being capable to provide said services within the budgeted costs.

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

**Section 1:** The City hereby authorizes the Acting City Manager or his designee to execute an agreement with the Service Provider on behalf of the City in substantially the same form as the Professional Services Agreement attached as **Exhibit A**, with any changes or amendments that are consistent with the spirit and intent of the agreement.

**Section 2:** Council further hereby authorizes and directs the Acting City Manager, the Director of Law, the Director of Finance, the Clerk of Council, or other appropriate officers of the City to take any other actions as may be appropriate to implement this Resolution without further legislation being required.

**Section 3:** That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council and of any of its committees that resulted in such formal actions were in meetings open to the public in compliance with all legal requirements including the Charter of the City and Section 121.22 of the Ohio Revised Code.

**Section 4:** This Resolution shall be in full force and effect immediately upon adoption.

**Date of Introduction/Public Hearing: April 7, 2026**

By: \_\_\_\_\_

\_\_\_\_\_  
Mayor Tiffany Hollis

ATTEST TO:

APPROVED AS TO FORM:

\_\_\_\_\_  
Teresa Monroe, Clerk of Council

\_\_\_\_\_  
Yazan Ashrawi, Law Director

**PROFESSIONAL SERVICES AGREEMENT**  
**Interim City Manager Search and Consulting Services**

This Professional Services Agreement ("Agreement") is entered into by and between the City of Johnstown, Ohio ("City") and Management Advisory Group, LLC ("MAG"), effective as of \_\_\_\_\_ ("Effective Date").

**1. Services**

MAG shall provide the following services to the City (collectively, the "Services"):

(a) Interim City Manager Search and Placement. MAG shall identify, recruit, and present a qualified candidate to serve as Interim City Manager for the City.

(b) Consulting and Advisory Services. Upon placement of an Interim City Manager, MAG shall provide consulting, advisory, and support services to the Interim City Manager and City leadership as reasonably requested by the City.

**2. Interim City Manager Employment Status**

The parties expressly acknowledge and agree that the Interim City Manager shall be a temporary employee of the City pursuant to a separate written employment agreement between the City and the Interim City Manager. The Interim City Manager is not an employee of MAG, and MAG shall have no responsibility for wages, benefits, taxes, or other employment-related obligations.

**3. Term**

This Agreement shall commence on the Effective Date and shall continue until the earlier of (i) the City's hiring of a permanent, full-time City Manager, or (ii) ninety (90) days from the Effective Date, unless earlier terminated. The Agreement may be extended for additional thirty (30) day periods only upon written agreement of both parties.

**4. Compensation**

(a) Interim City Manager Compensation. The City shall compensate the Interim City Manager directly for all hours worked in accordance with the Interim City Manager's employment agreement, which shall not be less than the equivalent of \$100 per hour, less applicable taxes and withholdings.

(b) MAG Fees. The City shall pay MAG a fee of \$5,000 per month for every month the Interim City Manager is employed with the City as an Interim City Manager. The monthly fee shall be prorated on a per-calendar-day basis for any partial month in which Services begin or end.

**5. Invoicing and Payment**

MAG shall invoice the City monthly in arrears. Payment shall be due within thirty (30) days of receipt of a proper invoice.

**6. Insurance**

Throughout the term of this Agreement, MAG shall maintain Commercial General Liability insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate, Professional Liability (Errors and Omissions) insurance with limits of not less than \$1,000,000 per claim, along with any required Workers' Compensation coverage. Certificates of insurance shall be provided upon request, and the City shall be named as an additional insured on the Commercial General Liability policy.

**7. Independent Contractor**

MAG is an independent contractor and not an employee or agent of the City. MAG has no authority to bind the City.

**8. Non-Appropriation**

The City's obligations under this Agreement are subject to the availability and lawful appropriation of funds by City Council. In the event funds are not appropriated, the City may terminate this Agreement without penalty subject to the compensation provisions as prescribed in Article 4 of this agreement.

**9. Assignment**

MAG shall not assign or subcontract this Agreement or any portion of the Services without the prior written consent of the City.

**10. Separate Executive Search Agreement.**

The parties acknowledge that MAG and the City are parties to a separate written agreement under which MAG is providing executive search services to assist the City in identifying and hiring a permanent City Manager. This Agreement is limited solely to interim executive search and consulting services and does not amend, modify, reduce, defer, replace, or supersede any other agreements between MAG and the City or any fees, obligations, or rights arising thereunder. All fees payable under this Agreement are separate from and in addition to any fees owed under other agreements with MAG.

**11. Confidentiality**

MAG shall maintain the confidentiality of non-public City information, subject to the terms and limitations as provided for in Ohio law.

**12. Termination**

Either party may terminate this engagement at any time, for any reason or no reason, with or without cause, upon written notice to the other party. Upon termination, compensation shall be paid through the effective termination date and prorated for any partial month.

**11. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

[SIGNATURE PAGE TO FOLLOW]

**CITY OF JOHNSTOWN, OHIO**

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
Law Director

**MANAGEMENT ADVISORY GROUP, LLC**

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

0130654.0623330 4917-4576-4253v2



**RESOLUTION 2026-28**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT TO PARTICIPATE IN THE OHIO DEPARTMENT OF TRANSPORTATION ROAD SALT CONTRACTS AWARDED IN 2026**

**WHEREAS**, the City of Johnstown (hereinafter referred to as the “Political Subdivision”) hereby submits this written agreement to participate in the Ohio Department of Transportation’s (ODOT) annual road salt bid in accordance with Ohio Revised Code 5513.01(B) and hereby agrees to all of the following terms and conditions in its participation of the ODOT road salt contract:

- a. The City of Johnstown hereby agrees to be bound by all terms and conditions established by ODOT in the road salt contract and acknowledges that upon award of the contract by the Director of ODOT it shall be bound by all such terms and conditions included in the contract; and
- b. The City of Johnstown hereby acknowledges that upon the Director of ODOT’s signing of the road salt contract, it shall effectively form a contract between the awarded salt supplier and the Political Subdivision; and
- c. The City of Johnstown agrees to be solely responsible for resolving all claims or disputes arising out of its participation in the ODOT road salt contract and agrees that each party hereto shall be responsible for liability associated with that party’s own errors, actions, and failures to act.
- d. The City of Johnstown’s electronic order for Sodium Chloride (Road Salt) will be the amount the Political Subdivision agrees to purchase from its awarded salt supplier at the delivered bid price per ton awarded by the Director of ODOT; and
- e. The City of Johnstown hereby agrees to purchase a minimum of 85% of its electronically submitted salt quantities from its awarded salt supplier during the contract’s effective period; and
- f. The City of Johnstown hereby agrees to place orders with and directly pay the awarded salt supplier on a net 30 basis for all road salt it receives pursuant to ODOT salt contract; and
- g. The City of Johnstown acknowledges that should it wish to rescind this participation agreement it will do so by written, emailed request by no later than Friday, May 1, by 5:00 p.m. The written, emailed request to rescind this participation agreement must be received by the ODOT Office of Contract Sales, Purchasing Section email: [Contracts.Purchasing@dot.ohio.gov](mailto:Contracts.Purchasing@dot.ohio.gov) by the deadline. The Department, upon receipt, will respond that it has received the request and that it has effectively removed the Political Subdivision’s participation request. Furthermore, it is the sole responsibility of the Political Subdivision to ensure ODOT has received this participation agreement as well as the receipt of any request to rescind this participation agreement. The Department shall not be held responsible or liable for failure to receive a Political Subdivision’s participation agreement and/or a Political Subdivision’s request to rescind its participation agreement.

**NOW, THEREFORE**, be it resolved that this participation agreement for the ODOT road salt contract is hereby approved, funding has been authorized, and the City of Johnstown agrees to the above terms and conditions regarding participation on the ODOT salt contract:

**SECTION 1.** That the City Manager is hereby authorized to agree in the name of the City of Johnstown to be bound by all terms and conditions listed above as the Director of Transportation prescribes for Road Salt Contracts awarded in 2026 and incorporated as if fully rewritten herein.

**SECTION 2.** That the 2026 order for Sodium Chloride (Road Salt) will be **Six Hundred and Fifty (650) ton.**

**SECTION 3.** That the City Manager is hereby authorized to agree in the name of the City of Johnstown to directly pay vendors, under each such contract of the Ohio Department of Transportation in which the City of Johnstown participates, for items it receives pursuant to the contract.

**SECTION 4.** 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.

**Introduction/Public Hearing/Vote: April 7, 2026**

By: \_\_\_\_\_

\_\_\_\_\_  
Mayor Tiffany Hollis

ATTEST TO:

APPROVED AS TO FORM:

\_\_\_\_\_  
Teresa Monroe, Clerk of Council

\_\_\_\_\_  
Yazan Ashrawi, Law Director

**AN ORDINANCE TO AMEND CHAPTER 1187 OF THE CITY’S CODIFIED ORDINANCES**

**WHEREAS**, Chapter 1187 of the City of Johnstown Codified Ordinances provides criteria for Design Review Administration and Regulations; and

**WHEREAS**, on February 3, 2026, City Council passed Resolution 2026-10 initiating amendments to Chapter 1187; and

**WHEREAS**, on February 24, 2026 the Planning & Zoning Commission held the required public hearing and on March 10, 2026 recommended that council approve the changes to Chapter 1187; and

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

**Section 1:** That the City Council accepts the recommendation of the Planning & Zoning Commission and the amendments to Chapter 1187 as shown in Exhibit A:

**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.

**Date of Introduction/Public Hearing: April 7, 2026**

**Vote: April 21, 2026**

**Effective Date:**

BY: \_\_\_\_\_

\_\_\_\_\_  
Mayor Tiffany Hollis

ATTEST TO:

APPROVED AS TO FORM:

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Teresa Monroe, Clerk of Council

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Yazan Ashrawi, Law Director

## TITLE NINE - Design Review

### Chap. 1187 - Design Review Administration and Regulations.

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~~1187.01—ADOPTION.~~

~~It is deemed in the best interest of the public to encourage beneficial development of the community and thereby to formulate a process to review, regulate, and encourage designs of buildings, structures, and spaces in relationship to specified areas of the community.~~

~~(Ord. 16-2010. Passed 8-17-10.)~~

**1187.~~02~~01 PURPOSE.**

~~(a) It is deemed in the best interest of the public and the City of Johnstown to encourage beneficial development within the community and thereby to formulate a process to review, regulate, and encourage designs of buildings, structures, and spaces in relationship to specified areas of the community.~~

~~(a)(b)~~ The purpose of the ~~Design Review Districts (Districts)~~ Johnstown Design Guidelines and associated design districts ~~are~~ to promote the general health, safety and welfare of the ~~Village~~

~~City of Johnstown by maintaining and increasing real estate values, generating business, creating new positions, attracting tourists, new residents establishing site and building guidelines for new construction, infill development, and remodels ensuring improvements reflect the goals and aspirations of the City's Comprehensive Plan, and to raise overall quality of development within Johnstown. and to make the~~ Additionally, these guidelines will make the VillageCity of Johnstown a more attractive and desirable place in which to live and work. The ~~Design Review Districts~~districts established in the Johnstown Design Guidelines have also been created to recognize, preserve and enhance the architectural and historical character of the community and to ~~prevent intrusions and alterations within the established zoning districts which would be incompatible with their established character~~establish consistent guidelines related to Use & Form, Orientation & Scale, Walkability & Transparency, Site & Building Details, and Access & Parking. The ~~Design Review Districts~~districts are defined in the Design Review Districts and Standards planJohnstown Design Guidelines, adopted in 20212025, which is incorporated herein as reference.

~~(c)~~ The ~~Design Review Districts~~Districts established in the Johnstown Design Guidelines are Overlay Districts. This means that the ~~requirements of this chapter are requirements~~guidelines established in the Johnstown Design Guidelines will be applied during review which must be met in addition to the established requirements and standards of the ~~base district over which the Design Review District is placed~~underlying zoning district.

(Ord. 25-2021. Passed 7-6-21.)

## **1187.0302 DEFINITIONS.**

As used in this Chapter, the following words shall be defined as:

- (a) "Applicant" means any person, persons, association, organization, partnership, unit of government, public body or corporation who applies for a Certificate of Appropriateness in order to undertake an environmental change within the Districts.
- (b) "Certificate of Appropriateness" means a certificate authorizing any environmental change within the Design Review District.
- (c) "Design Plan" means a plan for the general design of a residential housing development within the City. A Design Plan must be approved as part of the overall Development Plan.

~~(d) "Design Review Districts and Standards" refers to the document providing building, construction and design standards for any environmental change within all Design Review districts as well as general design standards for the Village of Johnstown.~~

~~(e)~~(d) "District(s)" means the Design Review Districts established in Section 3 of the Johnstown Design Guidelines.

~~(f)~~(e) "Environmental change, major" means ~~new construction, alterations which change, modify, reconstruct, remove or demolish any exterior features of an existing structure that are not considered to be minor modifications, demolition of a structure which is permanently fixed and or attached to the ground, building addition, the addition of signage or changes to nonconforming signs and the construction of accessory buildings, structures including, fences, walls, retaining walls, decks, porches, solar panels swimming pools and spas, and similar changes as determined by the City Manager, subject to the provisions of this chapter. Any proposed construction or alteration requiring the review and approval by the Design Review Board.~~

~~(g)~~(f) "Environmental change, minor" means ~~the addition or deletion of awnings, canopies, replacement of windows and doors, gutters, skylights, satellite dishes and similar appurtenances as determined by the City Manager; face changes to otherwise conforming signs; changes to~~

~~paint and siding colors; changes in materials but not in appearance; re-roofs; landscape modifications; the construction of sports fields and associated bleachers, fences, dugouts and like facilities not requiring a commercial building permit, as approved by the City Manager and modifications to off-street parking and loading areas containing less than five spaces. All minor environmental changes must comply with the Design Guidelines and Requirements of this chapter. Minor environmental changes done in conjunction with major environmental changes are to be treated as major changes for the purposes of this chapter. Any proposed construction or alteration that may be approved by the City Manager, or designee. Environmental change, minor may be sent to the Design Review Board by the City Manager.~~

~~(h)(g)~~ "Preserve" or "preservation" means the process, including maintenance, of treating of an existing building to arrest or slow future deterioration, stabilize the structure, and provide structural safety without changing or adversely affecting the character or appearance of the structure.

~~(i)(h)~~ "Owner" means the owner of record, and the term shall include the plural as well as the singular.

(Ord. 25-2021. Passed 7-6-21; Ord. 08-2024. Passed 3-20-24; Ord. 16-2024. Passed 7-15-24.)

### **1187.0403 DISTRICT BOUNDARIES.**

~~The Design Review Districts have been defined in the Design Review Districts and Standards Plan the Johnstown Design Guidelines and are as follows include: Historic Village Center, Corridor and Urban Neighborhood District Downtown Core, Gateway Corridors, Neighborhoods, and Employment. A map of the districts can be viewed on page 8 in Figure 3.1 of the Johnstown Design Guidelines illustrate the boundaries of the Design Review Districts and Standards Plan. New non-residential structures or additions in GCC-1, GCC-2, and LM zoning districts are also subject to the Certificate of Appropriateness requirement.~~

~~The Design Review Districts have been defined in the Design Review Districts and Standards Plan and are as follows: Historic Village Center, Corridor and Urban Neighborhood District. A map of the districts can be viewed on page 8 in the Design Review Districts and Standards Plan. New non-residential structures or additions in GCC-1, GCC-2, and LM zoning districts are also subject to the Certificate of Appropriateness requirement.~~

(Ord. 25-2021. Passed 7-6-21.)

### **1187.0504 REVIEW AND APPROVAL AUTHORITY.**

The Design Review Board is hereby established to carry out the duties and functions of ~~TITLE NINE~~ Chapter 1187. The Design Review Board shall consist of five members. All five members shall be appointed by City Council. At least three members must be residents of the ~~Village-City~~ of Johnstown, two members may reside outside of the Johnstown municipal limits but must reside within Monroe Township. All members shall be appointed by Council for terms of four years. Initial term lengths shall be staggered so as to provide continuity of membership on the Board. Terms shall begin thirty (30) days after enactment of this legislation. Any member appointed to fill a vacancy occurring prior to the expiration of the term for which his/ her predecessor was appointed shall hold office for the remainder of the term.

(a) Duties and Responsibilities. The Design Review Board shall review Certificate of Appropriateness and Design Plan applications in accordance with this section. The Design Review Board shall also perform any other duties outlined in this code. It shall also be the duty of the Design Review Board:

- (1) To protect property rights and values;

- (2) To enhance the built environment, make reports, hold public meetings/hearings and perform all other duties as may be prescribed by Licking County, the Ohio Revised Code (ORC) and this code;
- (3) To review development proposals as required by this code; and
- (4) To provide recommendations to the City Council on issues that the Council may refer to the Commission.

(b) Rules of Procedure. The following Rules of Procedure shall be followed:

- (1) Quorum Requirement. A quorum of three (3) members, which may include one or more of the “standing alternates”, is required to render any decision. A majority of those voting shall prevail.
- (2) Conduct of Meetings. To implement the purpose of this DRB, certain procedures shall be adopted to include, but not be limited to, a regularly scheduled meeting attended by members of the DRB. Written meeting reviews setting forth decision and findings shall be made. These records shall be preserved as part of the official proceedings for each development proposal. Lastly, the DRB shall generally follow “Robert’s Rules of Order” and may prepare and adopt supplemental procedural rules, subject to the approval of the City Council, that will ensure the accomplishment of the stated purpose and promote the efficiency and effectiveness of the design review process.

(Ord. 42-2021. Passed 10-19-21; Ord. 12-2024. Passed 4-4-24.)

**1187.0605 CERTIFICATE OF APPROPRIATENESS AND DESIGN PLAN REQUIRED.**

- (a) A Certificate of Appropriateness is required for ~~any new non-residential structure or addition within the Design Districts, as well as GCC-1, GCC-2 and LM zoning districts and any other properties in any other zoning district which are non-conforming uses in that district and shall apply to all environmental changes~~ all construction or alterations that meet the definition of a Environmental Change, Minor or Environmental Change, Major as defined in Chapter 1187.03. ~~A Design Plan is required as part of the Development Plan for any new residential development in Johnstown.~~
- (b) A ~~zoning permit for a structure(s) requiring a~~ Certificate of Appropriateness ~~or Design Plan approval~~ shall be issued only after approval by the Design Review Board or City Manager (or designee) as outlined in Chapter 1187.08, below.
- (c) ~~Exterior w~~Work on a structure that requires approval by the Design Review Board or City Manager (or designee) shall not commence until ~~approval is granted by the Design Review Board~~ the applicable Certificate of Appropriateness has been approved. Should work commence prior to the Design Review Board approval, the property owner shall be subject to penalties per Section 1125.99 of the Planning and Zoning Ordinance.

(Ord. 25-2021. Passed 7-6-21.)

**1187.06 CERTIFICATE OF APPROPRIATENESS SUBMITTAL REQUIREMENTS.**

- (a) Certificate of Appropriateness Materials for Submission. An application that includes the information outlined below shall be included for submission as part an application for a Certificate of Appropriateness:

- (1) A dimensioned site plan showing existing conditions including all structures, pavement, curb-cut locations, natural features such as tree masses and riparian corridors, and rights-of-way.
- (2) A dimensioned site plan showing the proposed site change including structures, pavement, revised curb-cut locations and landscaping.
- (3) Illustration of all existing building elevations to scale.
- (4) Illustrations of all proposed building elevations to scale.
- (5) Samples of proposed building materials.
- (6) Color samples for proposed roof, siding, etc.
- (7) Illustrations of all existing site signage including wall and ground.
- (8) Illustrations of proposed signage to scale.
- (9) A dimensioned site plan showing location of existing ground mounted signs.
- (10) A dimensioned site plan showing the proposed location of ground mounted signs.
- (11) Samples of proposed sign materials.
- (12) Color samples of proposed sign(s).
- (13) Proposed lighting plan for sign(s).
- (14) The applicant shall post one sign per public street frontage of the subject property within fifteen (15) feet of the curb indicating the subject, date, and time for a public hearing. The sign(s) shall be posted at least ten (10) days prior to the scheduled hearing. The sign(s) should be purchased at the Johnstown City Offices and will measure no less than two (2) feet by three (3) feet.

**1187.07 PROCEDURE FOR OBTAINING A CERTIFICATE OF APPROPRIATENESS ~~OR DESIGN PLAN APPROVAL.~~**

(a) Applications for the approval of ~~the a~~ Certificate of Appropriateness ~~or Design Plan:~~

- (1) Shall be filed with the City on forms provided by the City;
- (2) Shall include all ~~required supplemental information, including such plans, drawings, specifications and other materials as may be needed by staff or the Design Review Board to make a determination materials required by Chapter 1187.06;~~
- ~~(3) Shall be submitted by the application deadline as established by the City;~~
- ~~(4)~~(3) Shall be signed by the applicant and owner attesting to the truth and exactness of all information supplied on the application.

~~(b) Design Plan Materials for Submission. The materials that may be required for submission as part of the Design Plan include but are not limited to:~~

- ~~(1) A dimensioned site plan showing existing conditions including all structures, pavement, curb-cut locations, natural features such as tree masses and riparian corridors, and rights-of-way.~~

- ~~(2) A dimensioned site plan showing the proposed site change including structures, pavement, revised curb cut locations and landscaping.~~
- ~~(3) Illustration of all existing building elevations to scale.~~
- ~~(4) Illustrations of all proposed building elevations to scale.~~
- ~~(5) Samples of proposed building materials.~~
- ~~(6) Color samples for proposed roof, siding, etc.~~
- ~~(7) Illustrations of all existing site signage including wall and ground.~~
- ~~(8) Illustrations of proposed signage to scale.~~
- ~~(9) A dimensioned site plan showing location of existing ground mounted signs.~~
- ~~(10) A dimensioned site plan showing the proposed location of ground mounted signs.~~
- ~~(11) Samples of proposed sign materials.~~
- ~~(12) Color samples of proposed sign(s).~~
- ~~(13) Proposed lighting plan for sign(s).~~
- ~~(14) The applicant shall post one sign per public street frontage of the subject property within fifteen (15) feet of the curb indicating the subject, date, and time for a public hearing. The sign(s) shall be posted at least ten (10) days prior to the scheduled hearing. The sign(s) should be purchased at the Johnstown City Offices and will measure no less than two (2) feet by three (3) feet.~~

~~(e)(b)~~ City Staff, including the City Engineer and the City Planner~~the City Manager or designees~~, shall review the submitted materials for completeness and shall determine:

- (1) If it is found to be complete, place the Certificate of Appropriateness ~~or Design Plan~~ application on the next appropriate Design Review Board agenda or conduct an administrative review as applicable; or
- (2) If it is found to be incomplete, reject the application and return the application and fee to the applicant with an itemization of deficiencies.

~~(e)~~ Any minor environmental change requires a Certificate of Appropriateness issued by the Village Manager~~All applications for a Certificate of Appropriateness that meet the definition of an Environmental Change, Major shall be reviewed by the Design Review Board. Based on the review criteria established in Chapter 1187.09, the Design Review Board shall make a determination as to whether to approve, approve with conditions, or deny an application for a Certificate of Appropriateness as described in Chapter 1187.08(e), below.~~

~~(e)~~ Any major or minor environmental change which requires a variance to the requirements of this chapter requires a Certificate of Appropriateness to be issued by the Planning and Zoning Commission~~All applications for a Certificate of Appropriateness that meet the definition of an Environmental Change, Minor shall be reviewed by the City Manager or designee and a Certificate of Appropriateness if all review criteria established in Chapter 1187.09. If the City Manager or designee are unable to make a determination as to approve, approve with conditions, or deny an application, the application may be forwarded to the Design Review Board.~~

~~(e)~~ Design Plan Approval and Issuance of a Certificate of Appropriateness. The Design Review Board shall~~shall~~, after receipt of reports from the City ~~Planner or City Engineer~~Manager, or designee - determine whether the Certificate of Appropriateness ~~or Design Plan~~ shall be approved, conditionally approved, or disapproved. The application shall not be approved unless

the Design Review Board finds that all of the applicable provisions in the Planning and Zoning Ordinance and the ~~Design Review Districts and Standards~~Johnstown Design Guidelines have been satisfied and that the site plan meets the purpose and intent of this chapter, including the location and configuration of the building(s), landscaping, off-street parking, driveways and site amenities are visually harmonious within the site and its surroundings.

- (1) If the ~~Design Plan~~Certificate of Appropriateness is disapproved, the reasons for a disapproving vote shall be stated by those members and it shall be captured in the minutes of the meeting.
- (2) ~~Design Plans~~Certificates of Appropriateness must shall be heard by the Design Review Board or reviewed by the City Manager, or designee be approved, conditionally approved or disapproved within thirty (30) working days from the date of receipt of a completed application as determined by the City Manager or Designee. This thirty (30) day period may be extended by the mutual agreement of the Design Review Board and the applicant.
- (3) ~~Design Plan~~Certificate of Appropriateness approval shall be for a period not to exceed eighteen (18) months from the approval date of the ~~Design Plan~~application. If construction has not started within eighteen (18) months of approval of a Certificate of Appropriateness, the approval shall become null and void.
- (4) If no construction has begun within ~~two (2) years~~two (2) years after approval is granted, ~~the approved Exterior Plan shall become null and void~~the applicant may request a one-time six (6) month extension from the Design Review Board. Any application for an extension must be completed and scheduled for hearing prior to the expiration of the applicable COA approval.
- (5) ~~Design Plans~~Certificates of Appropriateness approved prior to the adoption of this section, in which work has not commenced, shall become null and void one (1) year after the adoption of this section.

(f) Environmental Change Major and Minor. The table below illustrates the environmental changes categorized by design review district, major and minor, and proposed action to the structure. An “X” denotes whether the proposed change requires review by staff or the Design Review Board. An “NA” denotes that no review related to Chapter 1187 is required. All other applicable zoning certificate and building permit requirements must be met.

<b>ENVIRONMENTAL CHANGE TABLE</b>								
<u>Proposed Change</u>	<u>Design Review District</u>							
	<u>Historic Downtown</u>				<u>Commerce Corridor</u>		<u>Neighborhoods</u>	
	<u>CMU</u>		<u>Residential</u>					
	<u>Major</u>	<u>Minor</u>	<u>Major</u>	<u>Minor</u>	<u>Major</u>	<u>Minor</u>	<u>Major</u>	<u>Minor</u>
<u>New construction</u>	X		X		X		X	
<u>Alterations which incorporate two or more Minor changes shall be considered a Major change</u>	X		X		X		X	
<u>Demolition of a primary structure</u>	X		X			X		X
<u>Building addition</u>	X		X		X		X	
<u>The addition of signage or changes to nonconforming signs</u>	X		X			X		NA
<u>Construction of accessory buildings</u>	X		X			X		NA
<u>Construction of structures located between the primary structure and adjacent right-of-way such as fences, walls, retaining walls, decks, or porches</u>	X		X			X		NA
<u>Installation of solar panels</u>	X		X			X		X
<u>Changes to exterior paint, siding colors, exterior materials</u>	X		X			X		NA
<u>Change of building color</u>	X		X			X		X

<b>ENVIRONMENTAL CHANGE TABLE</b>								
<u>Proposed Change</u>	<u>Design Review District</u>							
	<u>Historic Downtown</u>				<u>Commerce Corridor</u>		<u>Neighborhoods</u>	
	<u>CMU</u>		<u>Residential</u>		<u>Major</u>	<u>Minor</u>	<u>Major</u>	<u>Minor</u>
	<u>Major</u>	<u>Minor</u>	<u>Major</u>	<u>Minor</u>	<u>Major</u>	<u>Minor</u>	<u>Major</u>	<u>Minor</u>
<u>Replacement of windows and doors, gutters, skylights, and similar appurtenances with the same materials or better</u>		X		X		X		NA
<u>Face changes to otherwise conforming signs</u>		X		X		X		NA
<u>Repainting or refinishing paint and siding using the same or existing colors</u>		X		X		NA		NA
<u>Replacement of materials using same materials with no change in appearance</u>		X		X		NA		NA
<u>Re-roofs using preferred materials as noted in the Johnstown Design Guidelines without change in roof color</u>		X		X		X		X
<u>Modifications to off-street parking and loading areas containing less than five spaces</u>		X		X		X		NA

(1) Proposals that deviate from the regulations in Chapter 1159.04 shall be reviewed by the Design Review Board. Proposals that meet the regulations may be approved administratively.

(Ord. 35-2021. Passed 8-17-21.)

**1187.08 CRITERIA FOR EVALUATION OF APPLICATION FOR CERTIFICATION CERTIFICATE OF DESIGN APPROPRIATENESS.**

In considering the appropriateness of any proposed environmental change, including landscaping or exterior signage, the Board or City staff member shall consider the following, as a part of its review:

(a) The proposed environmental change application is in compliance with the Johnstown Design Guidelines. The proposed environmental change is to comply with the Design Guidelines and Requirements of the City, incorporated by reference.

(b) The proposed environmental change aligns with the goals of the applicable land use district in the Johnstown Comprehensive Plan.

(c) Use and Form

(1) The proposed building form – size, setbacks, height, location – are consistent with the underlying zoning and achieve the guidelines set forth in the Johnstown Design Guidelines.

(2) Buildings are designed and located on the site to best support the proposed use, create welcoming and active streets, and maximize shared use and consolidation of vehicular access and parking areas.

(d) Orientation & Scale

(1) Buildings are designed to have well-defined front facades and easily identified front doors.

(2) Buildings are oriented to face adjacent sidewalks and streets.

(3) Buildings are located to create an internal circulation network defined by buildings, as applicable.

(4) Scale of new development aligns with the guidelines for the applicable district in the Johnstown Design Guidelines.

(5) New development is designed at a scale that complements the small-town character exhibited throughout the community – pedestrian friendly streets with one- to three-floor buildings, generally.

(e) Walkability & Transparency

(1) Sidewalks and expanded pedestrian and bicycle connectivity are included in new development within the design review districts.

(2) Commercial and mixed-use development buildings include first-floors with large windows and clearly defined primary entries.

(3) Site features such as outdoor dining, plazas, public seating areas, and bicycle parking are considered and included where feasible in all new developments.

(f) Site & Building Details

(1) The historic character of a property is retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property are avoided.

(2) Alterations that have no historical basis and which seek to create an appearance inconsistent or inappropriate to the original integrity of the property is discouraged.

- (3) Deteriorated historic features are repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature the new feature matches the original in design, color, texture, and other visual qualities and, where possible, materials.
- (4) Chemical or physical treatments, such as sandblasting, that cause damage to historic materials are not be used. The surface cleaning of structures utilize the gentlest means possible.
- (5) Proposed additions, exterior alterations, or related new construction do not destroy historic materials that characterize the property. The new work is differentiated from the old and is compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.
- (6) New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.
- (7) Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a property are preserved.
- (8) Site landscaping features a cohesive design that incorporates native materials and complements overall site design.
- (9) Site details including building and parking area lighting, site furniture, and other fixtures are of consistent material and complement overall building design and site materials.

(g) Access & Parking

- (1) The applicable guidelines for the design review district are applied to the overall site and building design.
  - (2) Vehicular parking is consolidated to the greatest extent possible, and access to front doors for pedestrians is provided consistent with the applicable design review district.
  - (3) Parking is located and screened as recommended in the design review district.
  - (4) Loading areas are located and screened as described in the applicable design review district.
- ~~(a) The compliance of the application with the Design Guidelines and Requirements. The proposed environmental change is to comply with the Design Guidelines and Requirements of the City, incorporated by reference.~~
  - ~~(b) A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.~~
  - ~~(c) The visual and functional components of the building and its site, including but not limited to landscape design and plant materials, lighting, vehicular and pedestrian circulation, and signage.~~
  - ~~(d) The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.~~
  - ~~(e) Each property shall be recognized as a physical record of its historic time, place and use. Alterations that have no historical basis and which seek to create an appearance inconsistent or inappropriate to the original integrity of the property shall be discouraged.~~
  - ~~(f) Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.~~

- ~~(g) Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical or pictorial evidence.~~
- ~~(h) Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures if appropriate shall be undertaken using the gentlest means possible.~~
- ~~(i) New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.~~
- ~~(j) New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.~~
- ~~(k) Significant archeological resources affected by a project shall be protected and preserved, if such resources must be disturbed, mitigation measures shall be undertaken.~~
- ~~(l) Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a property shall be preserved.~~
- ~~(m) Demolition of a structure shall follow the criteria for evaluation and submittal requirements outlined in Section 1187.09 as well as all items in Section 1187.08 as it relates to consideration of the demolition of a structure.~~

(Ord. 16-2024. Passed 7-15-24.)

#### **1187.09 DEMOLITION OF STRUCTURES.**

- (a) Decisions approving or denying Certificates of Appropriateness for the demolition of structures will be guided by the following criteria, among other considerations.
  - (1) The historic, architectural, or cultural significance of the structure.
  - (2) How the structure contributes to the identity of the district.
  - (3) The feasibility of reproducing the structure due to characteristics unique to the building, including design, materials, architectural details, etc.
  - (4) Whether the structure represents a specific example of period construction or is the one of the last remaining buildings from this period.
  - (5) Plans for the reuse of the property and how these plans affect the character and identity of the surrounding district.
  - (6) Whether the structure presents a clear danger to the health and safety of the public. This may include the possibility of unexpected collapse, existence and dissemination of pollutants, unauthorized use, etc.
  - (7) Whether there is clear evidence that alternatives to demolition have been explored.
  - (8) Whether there is benefit to the public to protect or demolish the structure based on the current or projected use of the property.

- (9) Whether the structure has been altered to the extent that no historic or architectural relevance is
- (10) Is there a reuse plan? A new structure would need to have conformity with the surrounding architecture.
- (11) Is it legitimately in poor enough structural condition as to warrant demolition and not "demolition by neglect"
- (12) Does the demolition negatively affect adjacent property owners?
- (13) The lot must be returned to turf and landscape, and anything posing a danger must be filled/remediated like basements/foundations/septic tanks/cisterns etc. The Design Review Board can also decide if they want to ensure that foundation slabs, driveways, walkways, fences, etc. are removed.

(b) Purposeful Neglect. The Design Review Board will not approve applications where the willful neglect of a property is evident. In cases of intentional neglect, or damage, where the property has been allowed to deteriorate with the purpose of causing demolition, the owner may be held responsible for the cost to stabilize, repair, or replace the structure.

(Ord. 16-2024. Passed 7-15-24.)

**1187.10 MAINTENANCE.**

Nothing in this Chapter shall be construed to prevent ordinary maintenance or repair of any property within the Design Review District, nor shall anything in this Chapter be construed to prevent any change, including the construction, reconstruction, alteration or demolition of any feature which in the view of the Village-City Manager is required for the public safety because of an unsafe, insecure or dangerous condition.

(Ord. 16-2010. Passed 8-17-10.)

**1187.11 MODIFICATIONS/AMENDMENTS TO APPROVED CERTIFICATES OF APPROPRIATENESS.**

~~Certificates of Appropriateness or Design Plans which have been previously approved by the Design Review Board and require minor modifications may be made with the approval of the Chair of the Design Review Board and the City Planner amendment shall apply for an amendment following the procedures outlined in Chapter 1187.07 and include the submittal requirements established in Chapter 1187.06. To apply, the applicant shall submit to the City Planner four (4) sets of the previously approved plans and the proposed minor modification, along with a written statement explaining the reason for the proposed minor modification. Within ten (10) working days after the plan submission, the City Planner and the Chair of the Design Review Board shall review and approve or disapprove the minor modification. Input from the City Engineer can be requested by the City Planner and the Chair of the Design Review Board. Approval shall be granted only if the City Planner and the Chair of the Design Review Board unanimously agree the minor modification does not significantly change the previously approved plan. If unanimous consent is not obtained, the proposed minor modifications are disapproved and can only be made if approved by the Design Review Board.~~

(Ord. 25-2021. Passed 7-6-21.)

~~**1187.12 VARIANCES.**~~

~~Any variance request shall follow the provisions as set forth in Chapter 1133 of the Codified Ordinances of the Village of Johnstown.~~

~~(Ord. 25-2021. Passed 7-6-21.)~~

### **1187.1312 APPEALS.**

Any applicant aggrieved by a decision of a Village-City Manager involving an environmental change, may appeal the decision to the Planning and Zoning Commission. Such appeal must set forth in writing the grounds for the appeal and must be filed with the Village-City within thirty (30) days of the issuance of decision being appealed.

~~(a) Any applicant aggrieved by any decision of the Design Review Board may appeal the decision to the Planning and Zoning Commission of the Village of Johnstown. Such appeal must set forth in writing the grounds for the appeal and must be filed with the Village within thirty (30) days of the adverse decision.~~

(Ord. 25-2021. Passed 7-6-21.)

### **1187.1413 APPLICATION FOR VARIANCES AND APPEALS.**

Any person owning or having an interest in property, after being denied a Certificate of Appropriateness (COA) or Design Plan Approval, may file an application to ~~obtain a variance from the requirements of this chapter or~~ appeal the decision from the Design Review Board or decision of the Village-City Manager involving an environmental change. ~~Fifteen copies of a provided~~A completed application accompanied by a copy of the denied COA and a statement of the reason for denial should be filed with the Village-City Manager not more than ~~20~~thirty (30) days from the date such denial of the COA was issued. The application ~~of a variance or for~~ an appeal shall contain the following information:

- (a) Name, address and phone number of the applicant.
- (b) Legal description of property as recorded in Licking County Recorder's office.
- (c) Each application for an an variance or appeal shall refer to the specific ~~provisions of this chapter which apply~~denial of a Certificate of Appropriateness from the Design Review Board or City Manager.
- (d) The names and addresses of all property owners within two-hundred (200) feet, contiguous to, and directly across the street from the property, as appearing on the Licking County Auditor's current tax list.
- (e) A narrative statement explaining the following:
  - (1) The use for which variance or appeal is sought.
  - (2) Details of the ~~variance or~~ appeal that is applied for and the grounds on which it is claimed that the ~~variance or~~ appeal should be granted, ~~as the case may be.~~
  - (3) The specific reasons why the ~~variance or~~ appeal is justified according to this chapter.
  - (4) Such other information regarding the application for ~~variance or the~~ appeal as may be pertinent or required for appropriate action by the Planning and Zoning Commission.

(Ord. 25-2021. Passed 7-6-21.)

**1187.1514 PUBLIC HEARING AND NOTICE FOR APPEALS.**

- (a) Public Hearing. The Planning and Zoning Commission shall hold a public hearing within forty-five (45) days after receipt of an application for an appeal of a Certificate of Appropriateness denial by the Design Review Board or City Manager ~~or variance~~ from an applicant.
- (b) Notice of Public Hearing.
  - (1) Before conducting the required public hearing, notice of the hearing shall be given in one or more newspapers of general circulation in the ~~Village~~City at least seven (7) days before the date of said hearing. The notice shall set forth the time and place of the public hearing and the nature of the proposed appeal ~~or variance~~.
  - (2) Written notice of the required public hearing shall be mailed by first class mail. ~~at~~At least ten (10) days before the day of the hearing to owners of property within two-hundred (200) feet from, contiguous to, and directly across the street from the property being considered.

(Ord. 25-2021. Passed 7-6-21.)

**1187.99 PENALTY.**

- (a) Whoever constructs, reconstructs, alters, or modifies any exterior architectural or environmental feature now or hereafter within the Design Review District in violation of this chapter. shall be subject to the penalties specified in ~~Section~~Chapter 1125.99.
- (b) Any property owner that demolishes a structure within the Design Review District in violation of this chapter shall be subject to a fine of up to ten thousand dollars (\$10,000).

(Ord. 16-2010. Passed 8-17-10.)

**AN ORDINANCE AUTHORIZING THE CITY MANAGER AND THE CITY OF JOHNSTOWN, OHIO TO ACCEPT THE PUBLIC DEDICATION OF RIGHT OF WAY TO THE CITY FROM THE JOHNSTOWN LAND COMPANY II LLC.**

**WHEREAS**, The Johnstown Land Company II LLC is preparing to develop properties along Green Chapel Road and the surrounding areas; and

**WHEREAS**, To establish necessary City roadway, The Johnstown Land Company II LLC is conveying and dedicating road right of way to the City at no cost; and

**WHEREAS**, the City desires to execute and accept necessary conveyance documents, and to accept the public dedication of the road right of way, all of which is more fully described and depicted in the attached exhibits (“Right of Way”).

**NOW, THEREFORE, BE IT ORDAINED** by the Council of the City of Johnstown, Licking County, State of Ohio, \_\_\_\_\_ of the elected members concurring that:

**Section 1.** The City Manager or designee is hereby authorized to execute and accept all necessary conveyance documents to acquire and accept the Right of Way as dedicated public infrastructure.

**Section 2.** Council further hereby authorizes and directs the City Manager, the Director of Law, the Director of Finance, the Clerk of Council, or other appropriate officers of the City to take any other actions as may be appropriate to implement this Ordinance without further legislation being required.

**Section 3.** This ordinance is hereby declared an emergency measure necessary for the immediate preservation of the public health, safety, and welfare in that approval and acceptance of the publicly dedeed infrastructure must be completed prior to the property transfer that is imminent.

**Date of Introduction:** April 7, 2026  
**Public Hearing/Vote:** April 21, 2026  
**Effective Date:** April 21, 2026

BY: \_\_\_\_\_

\_\_\_\_\_  
Mayor Tiffany Hollis

ATTEST TO:

APPROVED AS TO FORM:

\_\_\_\_\_  
Teresa Monroe, Clerk of Council

\_\_\_\_\_  
Yazan Ashrawi, Law Director

**GENERAL WARRANTY DEED**

(R.C. § 5302.05)

KNOW ALL PERSONS BY THESE PRESENTS THAT **THE JOHNSTOWN LAND COMPANY II LLC** (“GRANTOR”), for good and valuable consideration given by the **CITY OF JOHNSTOWN, OHIO**, an Ohio municipal corporation (“GRANTEE”), with a mailing address of 559 South Main Street, Johnstown, Ohio 43031, the receipt and sufficiency of which is hereby acknowledged, does forever grant in fee simple title with general warranty covenants under section 5302.06 of the OHIO REVISED CODE, to Grantee, and Grantee’s successors and assigns, the following real property, which is also described on the attached Exhibit A and depicted on the attached Exhibit B, without limitation of existing access rights:

a 0.335-acre portion of Licking County Parcel No. 053-172752-00.000

Prior Instrument References: Instrument Number 202602020001917 in the Official  
Records of Licking County, Ohio

**THE REAL PROPERTY LEGALLY DESCRIBED ON EXHIBIT A AND  
DEPICTED ON EXHIBIT B IS INTENDED BY GRANTEE TO BE HELD  
FOR USE AS PUBLIC RIGHT-OF-WAY.**

*{SIGNATURE AND ACKNOWLEDGEMENT ON THE FOLLOWING PAGE}*



**EXHIBIT A**

[Legal Description]

**EXHIBIT A**

**PARCEL G44-45-46-47WD  
0.335 ACRE**

**ALL RIGHT, TITLE AND INTEREST IN FEE SIMPLE  
FOR PUBLIC HIGHWAY, STREET AND ROADWAY PURPOSES  
IN THE FOLLOWING DESCRIBED PROPERTY  
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS**

Grantor/Owner, for his/its heirs, executors, administrators, successors and assigns, reserves all existing rights of ingress and egress to and from any residual area (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

[Surveyor's description of premises follows]

Situated in the State of Ohio, County of Licking, City of Johnstown, lying in Section 23, Township 3, Range 15, United States Military District, being part of that 242.921 acre tract conveyed to The Johnstown Land Company II LLC by deed of record in Instrument Number 202602020001917 (all references are to the records of the Recorder's Office, Licking County, Ohio) and being more particularly described as follows:

Beginning, for reference, at a P.K. nail found at the westerly centerline intersection of Green Chapel Road NW (Township Road 63) and Clover Valley Road NW (County Road 26), at the southerly common corner of said Section 23 and Section 24 of said Township 3, in the northerly line of Township 2 of said Range 15;

Thence South  $87^{\circ} 05' 47''$  East, with the centerline of said Green Chapel Road NW, the line common to said Townships 3 and 2 (passing a  $5/8$  inch rebar found at a distance of 67.60 feet), a total distance of 888.17 feet to a railroad spike found at the southwesterly corner of said 242.921 acre tract, the southeasterly corner of that 0.111 acre tract conveyed as Parcel G43-WD to City of New Albany, Ohio by deed of record in Instrument Number 202306070010007, in the northerly line of that 27.733 acre tract conveyed to The City of New Albany by deed of record in Instrument Number 202206210015339, the TRUE POINT OF BEGINNING;

Thence North  $03^{\circ} 12' 50''$  East, with the line common to said 0.111 and 242.921 acre tracts, a distance of 10.00 feet to an iron pin set at the common corner of said 0.111 acre tract and the remainder of that 3.0 acre tract conveyed to Alve E. Holley and Diana L. Holley, Co-Trustees, the Alve E. Holley and Diana L. Holley Revocable Living trust dated the 19th day of December, 2005 by deed of record in Instrument Number 200512220040519;

Thence across said 242.921 acre tract, the following courses and distances:

South  $87^{\circ} 05' 47''$  East, a distance of 418.27 feet to an iron pin set;

North  $01^{\circ} 45' 00''$  West, (passing a  $5/8$  inch rebar found at a distance of 14.87 feet), a total distance of 40.13 feet to an iron pin set;

South  $87^{\circ} 05' 47''$  East, a distance of 29.73 feet to an iron pin set;

South  $02^{\circ} 58' 01''$  West, a distance of 22.00 feet to an iron pin set;

South  $87^{\circ} 01' 59''$  East, a distance of 125.00 feet to an iron pin set;

South  $02^{\circ} 58' 01''$  West, a distance of 18.00 feet to an iron pin set; and

South  $87^{\circ} 01' 59''$  East, a distance of 552.86 feet to an iron pin set at the northwesterly corner of that 0.041 acre tract conveyed as Parcel G48-WD to City of New Albany, Ohio by deed of record in Instrument Number 202307260013199;

**EXHIBIT A**

**PARCEL G44-45-46-47WD  
0.335 ACRE**

-2-

Thence South 02° 58' 52" West, across said Green Chapel Road, with the line common to said 242.921 and 0.041 acre tracts, a distance of 10.00 feet to a magnetic nail found at a common corner thereof, in the centerline of said Green Chapel Road, in the line common to said Townships 2 and 3;

Thence North 87° 01' 59" West, with said centerline and said Township line, the line common to said 242.921 and 27.733 acre tracts, a distance of 677.83 feet to a magnetic nail set;

Thence North 87° 05' 47" West, continuing with said centerline and said common lines, a distance of 444.77 feet to the TRUE POINT OF BEGINNING, containing 0.335 acre, more or less, all of which is within Auditor's Parcel Number 053-172752-00.000 and 0.251 acre is within the present road occupied.

Subject, however, to all legal rights-of-way and/or easements, if any, of previous record.

Iron pins set, where indicated, are iron pipes, thirteen sixteenths (13/16) inch inside diameter, thirty (30) inches long with a plastic plug placed in the top bearing the initials EMHT INC.

The bearings shown herein are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (1986 Adjustment). Said bearings originated from a field traverse which was tied (referenced) to said coordinate system by GPS observations and observations of selected Franklin County Engineering Department monuments Frank 80 and Frank 180. The portion of the centerline of Green Chapel Road NW, having a bearing of North 87° 05' 47" West, is designated the "basis of bearings" for this survey.

This description is based on an actual field survey performed by or under the direct supervision of Joshua M. Meyer, Professional Surveyor Number 8485 in November and December, 2021, and April, 2022.



EVANS, MECHWART, HAMBLETON & TILTON, INC.

A handwritten signature in blue ink that reads "Josh M. Meyer".

February 25, 2026

Joshua M. Meyer  
Professional Surveyor No. 8485

Date

**EXHIBIT B**

[Survey]



Evans, Mechwart, Hambleton & Tilton, Inc.  
 Engineers • Surveyors • Planners • Scientists  
 5500 New Albany Road, Columbus, OH 43054  
 Phone: 614.775.4500 Toll Free: 888.775.3648  
 emht.com

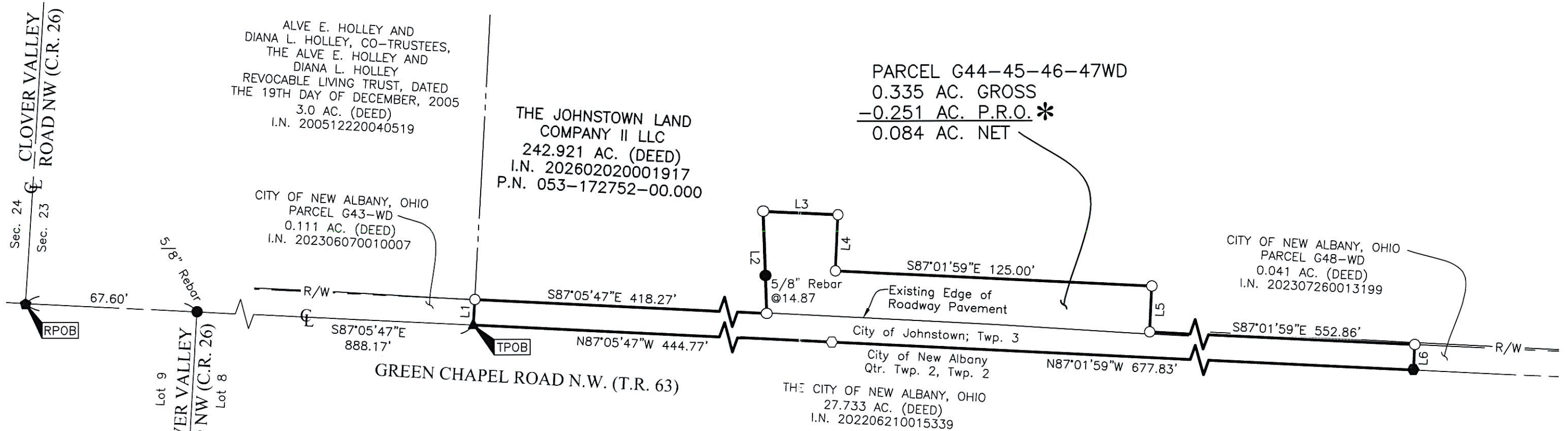
# SURVEY OF ACREAGE PARCEL

## SECTION 23, TOWNSHIP 3, RANGE 15

### UNITED STATES MILITARY DISTRICT

### CITY OF JOHNSTOWN, COUNTY OF LICKING, STATE OF OHIO

Date: February 25, 2026  
 Scale: 1" = 40'  
 Job No: 2022-0307  
 Sheet No: 1 of 1



PARCEL G44-45-46-47WD  
 0.335 AC. GROSS  
 -0.251 AC. P.R.O. \*  
 0.084 AC. NET

**\* ROAD RIGHT OF WAY NOTES:**

The existing right-of-way width for Green Chapel Road has not been specified since neither a Road Record nor a Commissioner Road Folder could be found in the Licking County Engineer's office. The existing edge of roadway pavement was used to calculate the Present Road Occupied (P.R.O.) for this Road.

**SURVEY NOTE:**

This survey was prepared using documents of record, prior plats of survey, and observed evidence located by an actual field survey in November and December, 2021 and April, 2022.

**BASIS OF BEARINGS:**

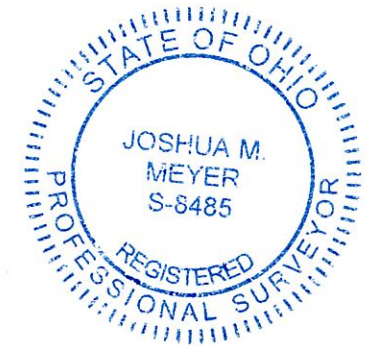
The bearings shown hereon are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (1986 Adjustment). Said bearings originated from a field traverse which was tied (referenced) to said coordinate system by GPS observations and observations of selected Franklin County Engineering Department monuments Frank 80 and Frank 180. The portion of the centerline of Green Chapel Road NW, having a bearing of North 87° 05' 47" West, is designated the "basis of bearings" for this survey.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N03°12'50"E	10.00'
L2	N01°45'00"W	40.13'
L3	S87°05'47"E	29.73'
L4	S02°58'01"W	22.00'
L5	S02°58'01"W	18.00'
L6	S02°58'52"W	10.00'



- Iron Pin Set
- Iron Pin Found
- ◆ P.K. Nail Found
- Magnetic Nail Set
- Magnetic Nail Found
- ▲ Railroad Spike Found

Iron Pins Set are 13/16" I.D. iron pipes  
 30" long with cap inscribed EMHT INC.



By *Joshua M. Meyer*  
 Joshua M. Meyer  
 Professional Surveyor No. 8485  
 jmeyer@emht.com

2-25-2026  
 Date

**GENERAL WARRANTY DEED**

(R.C. § 5302.05)

KNOW ALL PERSONS BY THESE PRESENTS THAT **THE JOHNSTOWN LAND COMPANY II LLC** (“GRANTOR”), for good and valuable consideration given by the **CITY OF JOHNSTOWN, OHIO**, an Ohio municipal corporation (“GRANTEE”), with a mailing address of 559 South Main Street, Johnstown, Ohio 43031, the receipt and sufficiency of which is hereby acknowledged, does forever grant in fee simple title with general warranty covenants under section 5302.06 of the OHIO REVISED CODE, to Grantee, and Grantee’s successors and assigns, the following real property, which is also described on the attached Exhibit A and depicted on the attached Exhibit B, without limitation of existing access rights:

a 0.350-acre portion of Licking County Parcel No. 053-172752-00.000

Prior Instrument References: Instrument Number 202602020001917 in the Official Records of Licking County, Ohio

**THE REAL PROPERTY LEGALLY DESCRIBED ON EXHIBIT A AND DEPICTED ON EXHIBIT B IS INTENDED BY GRANTEE TO BE HELD FOR USE AS PUBLIC RIGHT-OF-WAY.**

*{SIGNATURE AND ACKNOWLEDGEMENT ON THE FOLLOWING PAGE}*



**EXHIBIT A**

[Legal Description]

**EXHIBIT A**

**PARCEL G56-57-58WD  
0.350 ACRE**

**ALL RIGHT, TITLE AND INTEREST IN FEE SIMPLE  
FOR PUBLIC HIGHWAY, STREET AND ROADWAY PURPOSES  
IN THE FOLLOWING DESCRIBED PROPERTY  
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS**

Grantor/Owner, for his/its heirs, executors, administrators, successors and assigns, reserves all existing rights of ingress and egress to and from any residual area (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

---

**[Surveyor's description of premises follows]**

---

Situated in the State of Ohio, County of Licking, City of Johnstown, lying in Lot 7 (first range of lots), Quarter Township 4, Township 3, Range 15, United States Military District, being part of that 242.921 acre tract conveyed to The Johnstown Land Company II LLC by deed of record in Instrument Number 202602020001917 (all references are to the records of the Recorder's Office, Licking County, Ohio) and being more particularly described as follows:

Beginning, for reference, at a magnetic nail set in the centerline of Green Chapel Road NW (Township Road 63) at the southwesterly corner of said Lot 7, the southeasterly corner of Section 23 of said Township 3, in the northerly line of Lot 8, Quarter Township 2, Township 2 of said Range 15;

Thence with the centerline of said Green Chapel Road NW, the line common to said Townships 3 and 2, the following courses and distances:

South 87° 01' 59" East, a distance of 0.57 feet to a magnetic nail found at the northerly common corner of Quarter Townships 1 and 2 of said Township 2, in the southerly line of said Lot 7; and

South 86° 44' 16" East, a distance of 1106.72 feet to a magnetic nail set at the southwesterly corner of said 242.921 acre tract, the southeasterly corner of that 0.046 acre tract conveyed as Parcel G55-WD to City Of New Albany, Ohio by deed of record in Instrument Number 202305120008413, in the northerly line of that 27.733 acre tract conveyed to The City of New Albany, Ohio by deed of record in Instrument Number 202206210015339, the TRUE POINT OF BEGINNING;

Thence North 02° 46' 43" East, with the line common to said 242.921 and 0.046 acre tracts, a distance of 10.00 feet to an iron pin set;

Thence South 86° 44' 16" East, across said 242.921 acre tract, a distance of 1522.58 feet to an iron pin set at the northwesterly corner of that 0.317 acre tract conveyed as Parcel G59-WD to City of New Albany, Ohio by deed of record in Instrument Number 202309260017632;

Thence South 02° 37' 43" West, with the line common to said 242.921 and 0.317 acre tracts, a distance of 10.00 feet to a magnetic nail set at a common corner thereof, in the centerline of said Green Chapel Road, the line common to said Townships 2 and 3;

Thence North 86° 44' 16" West, with the line common to said 242.921 and 27.733 acre tracts, the line common to said Townships 2 and 3, said centerline, a distance of 1522.61 feet to the TRUE POINT OF BEGINNING, containing 0.350 acre, more or less, all of which is within Auditor's Parcel Number 053-172752-00.000 and 0.288 acre of which is within the present road occupied.

**EXHIBIT A**

**PARCEL G56-57-58WD  
0.350 ACRE**

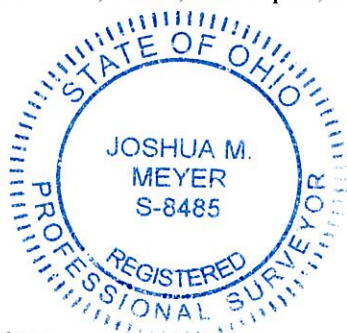
**-2-**

Subject, however, to all legal rights-of-way and/or easements, if any, of previous record.

Iron pins set, where indicated, are iron pipes, thirteen sixteenths (13/16) inch inside diameter, thirty (30) inches long with a plastic plug placed in the top bearing the initials EMHT INC.

The bearings shown herein are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (1986 Adjustment). Said bearings originated from a field traverse which was tied (referenced) to said coordinate system by GPS observations and observations of selected Franklin County Engineering Department monuments Frank 80 and Frank 180. The portion of the centerline of Green Chapel Road NW, having a bearing of South 86°44'16" East, is designated the "basis of bearings" for this survey.

This description is based on an actual field survey performed by or under the direct supervision of Joshua M. Meyer, Professional Surveyor Number 8485 in November and December, 2021, and April, 2022.



EVANS, MECHWART, HAMBLETON & TILTON, INC.

A handwritten signature in blue ink, appearing to read "Josh M. Meyer".

2-23-2026

Joshua M. Meyer  
Professional Surveyor No. 8485

Date

**EXHIBIT B**

[Survey]



Evans, Mechwart, Hambleton & Tilton, Inc.  
 Engineers • Surveyors • Planners • Scientists  
 5500 New Albany Road, Columbus, OH 43054  
 Phone: 614.775.4500 Toll Free: 888.775.3648  
 emht.com

# SURVEY OF ACREAGE PARCEL

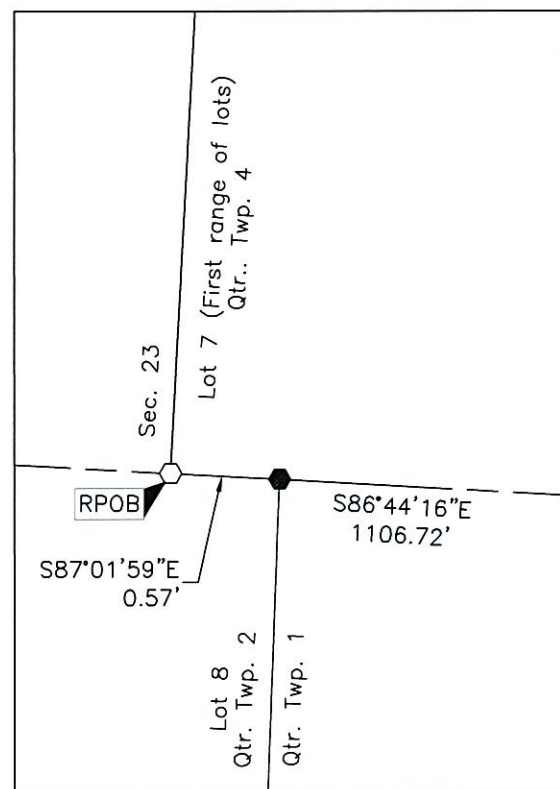
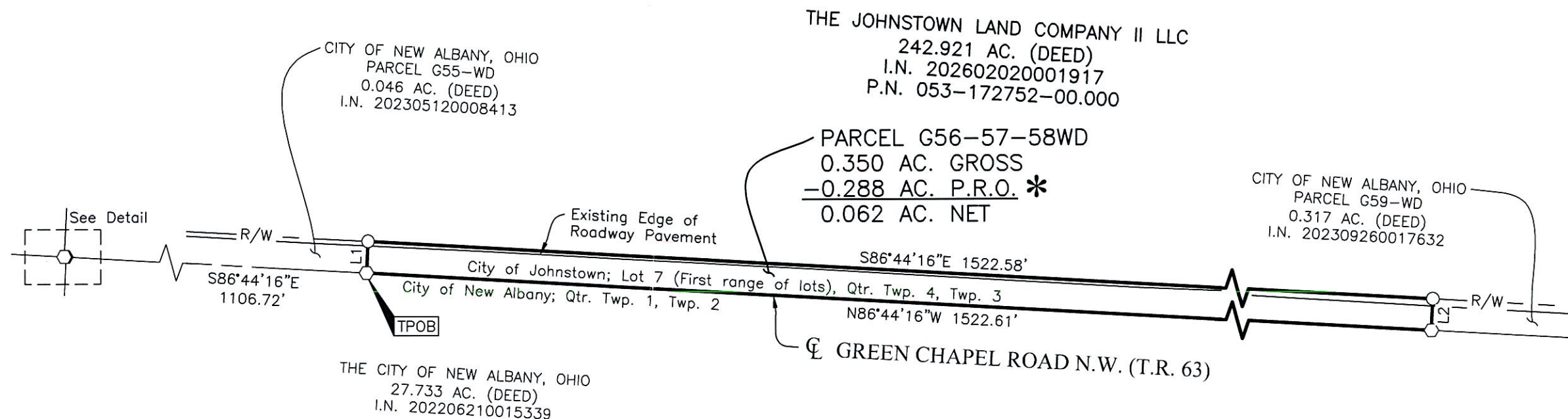
## LOT 7 (FIRST RANGE OF LOTS), QUARTER TOWNSHIP 4, TOWNSHIP 3, RANGE 15

### UNITED STATES MILITARY DISTRICT

### CITY OF JOHNSTOWN, COUNTY OF LICKING, STATE OF OHIO

Date:	February 23, 2026
Scale:	1" = 40'
Job No:	2022-0307
Sheet No:	1 of 1

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N02°46'43"E	10.00'
L2	S02°37'43"W	10.00'



- Iron Pin Set
  - Magnetic Nail Set
  - Magnetic Nail Found
  - ▲ Railroad Spike Found
- Iron Pins Set are 13/16" I.D. iron pipes  
30" long with cap inscribed EMHT INC.

**\* ROAD RIGHT OF WAY NOTES:**

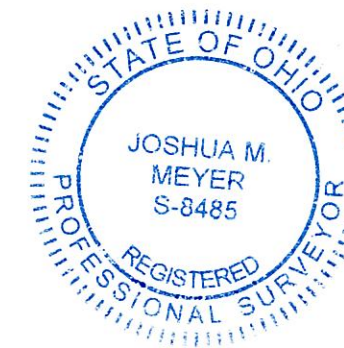
The existing right-of-way width for Green Chapel Road has not been specified since neither a Road Record nor a Commissioner Road Folder could be found in the Licking County Engineer's office. The existing edge of roadway pavement was used to calculate the Present Road Occupied (P.R.O.) for this Road.

**BASIS OF BEARINGS:**

The bearings shown hereon are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (1986 Adjustment). Said bearings originated from a field traverse which was tied (referenced) to said coordinate system by GPS observations and observations of selected Franklin County Engineering Department monuments Frank 80 and Frank 180. The portion of the centerline of Green Chapel Road NW, having a bearing of South 86°44'16" East, is designated the "basis of bearings" for this survey.

**SURVEY NOTE:**

This survey was prepared using documents of record, prior plats of survey, and observed evidence located by an actual field survey in November and December, 2021 and April, 2022.



By Joshua M. Meyer  
 Professional Surveyor No. 8485  
 jmeyer@emht.com

2-23-2026

Date