



Regular Council Meeting
Tuesday, April 21, 2026 - 6:30 PM
AGENDA

1. Call to Order
2. Roll Call
3. Invocation
4. Pledge of Allegiance
5. Approval of Agenda
6. Action on Minutes
 - a. March 17, 2026 Special Council workshop
7. Citizen comments on matters not on the agenda
8. Council Committee reports
 - a. **Design Review Board:** Met 4/14/26; Next 4/28/26 @ 5:30 pm council chambers
 - b. **Planning & Zoning:** Met 4/14/26; Next 4/28/26 @ 6:30 pm council chambers
 - c. **Finance:** 4/21/26 (5:30p in council chambers); Next 5/19/26 @ 5:30 pm council chambers
 - d. **Rules:** Next 5/6/26 @ 5:00 pm council chambers
 - e. **Safety & Service:** Next 5/6/26 @ 5:30 pm council chambers
9. Director Reports
 - a. Chief of Police
 - b. Update on SR37/Leafy Dell Road project - Nicole Shook
10. Temporary Use Application - 480 W Coshocton St.
 - a. Application & Staff Report
11. Tabled Legislation - None
12. Public Hearings of Legislation
 - a. **ORDINANCE 02-2026** AN ORDINANCE TO AMEND CHAPTER 1187 OF THE CITY'S CODIFIED ORDINANCES
 - b. **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.
 - c. **ORDINANCE 04-2026** AN ORDINANCE TO AMEND CHAPTER 1159 OF THE CITY'S CODIFIED ORDINANCES
 - d. **ORDINANCE 05-2026** AN ORDINANCE AMENDING ORDINANCE 16-2025, THE ANNUAL APPROPRIATION ORDINANCE OF THE CITY OF JOHNSTOWN TO APPROVE NECESSARY CHANGES OF APPROPRIATIONS
 - e. **RESOLUTION 2026-29** A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A PHASE 2 INTERGOVERNMENTAL AGREEMENT WITH THE LICKING COUNTY TRANSPORTATION IMPROVEMENT DISTRICT

- f. **RESOLUTION 2026-30** A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE LICKING COUNTY TRANSPORTATION IMPROVEMENT DISTRICT
- g. **RESOLUTION 2026-31** A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE JOHNSTOWN-MONROE SCHOOL DISTRICT
- h. **RESOLUTION 2026-32** A RESOLUTION TO INITIATE AN AMENDMENT TO CHAPTER 1165 OF THE CITY'S CODIFIED ORDINANCES
- i. **RESOLUTION 2026-33** A RESOLUTION TO INITIATE AN AMENDMENT TO CHAPTER 1141 OF THE CITY'S CODIFIED ORDINANCES
- j. **RESOLUTION 2026-34** RESOLUTION TO ADOPT THE JOHNSTOWN DESIGN GUIDELINES

- 13. Introduction of Legislation - None
- 14. Council Priorities-Goals discussion
- 15. Other Business
- 16. Adjourn

Next Council Meeting WEDNESDAY May 6, 2026



City Council Workshop
Tuesday, March 17, 2026 - 5:30 PM
MINUTES

1. Call to Order

Mayor Tiffany Hollis called to Order the City of Johnstown Special Council workshop meeting for March 17, 2026 at 5:39 PM.

2. Roll Call

Present - Mayor Tiffany Hollis, Ryan Green, Donald Barnard, Matthew Huggins, Kyle Cook, Jeff Barr

Absent - Nicole Shook

Staff present - Dave Delande - Acting City Manager/Finance Director, Jeffrey Sheridan, Jack Liggett - Service Director, Rusty Smart - Chief of Police, Teresa Monroe - Clerk of Council

Public present - Sam Stewart, Barb Knoepfler, Bob Elek, Julie Elek, Ashley

3. Revenue Discussion

Jeff Barr addressed the condition of the city roads, he said we know we have limited funding, there are also staffing shortages in the Service and Police departments; the city has budgeted the Planner position and the Economic Development position. He said our budget is tight at one percent and if they are going to get behind some kind of income tax increase, they need to talk about it now and develop something that everyone can support and get behind and be a part of. He said they would need to establish when they would have it on the ballot, there are upcoming elections in November of 2026, May 2027 and November 2027; he added that personally, he thinks the best time to do it is on the off cycle, not a general election. Mayor Hollis said clearly, they have to do something, she thinks they have a little bit of work ahead of them before they get there. She said they need to clarify some previous spending and paint a very clear picture, but something has to be done because the roads are falling apart. Kyle Cook said he agrees, and that is why they started discussion at last Safety & Service Committee, about putting together some type of understanding of what we can do with our current tax, hopefully by November, and then also what the city could do with a good, better, best situation when it comes to taxes because roads are definitely his number one. Mayor Hollis asked if when they have talked about the roads, have they divided it out between what they think could be damage from truck traffic versus what they feel is city responsibility, there is a lot of opportunity for things like that, where if it is from truck traffic and all the construction and everything we are enduring, maybe they just focus on what they feel is the city's responsibility, if they could go after funding for the others. Ryan Green said the public definitely said no twice, and it got worse the second time, so unless we go back, he said he thinks the best way forward is to show how they have been a good steward of the money. He said he thinks we're slowly getting there, with some of the roads, as they find out the cost of those and make those public, he thinks we're getting there, they have to be a good steward of the money, they have to show how in the past they have handled these things, that they are going to have to win a lot of hearts and minds to move that needle at all because last time it was a 70 to 30 vote. Mr. Cook said to that point, they have to be very clear about where the money is going. Mr. Barnard said that is what they did last time, they showed where the money was going, that it was earmarked for these things and they had a priority list for the roads. Mr. Barr said they do not need to develop the plan tonight, but, asked if there was support, that if they can all agree on a plan, whatever that is, is there enough council support. Mr. Barnard said it has to be 7-0 support, Mr. Barr said he agrees; and if they are going to continue at one percent, they will just have tremendously bad roads and he doesn't know how they recover from it, except to start laying off more police officers, more public service people. And if you're going to do that, then you need to proportionally start looking at administrative level staff. He said they have a report, from twelve or

fourteen years ago, they have seen it clearly, it was at that time three quarter of a million dollars (for roads), that is a baseline from over a decade ago. That is at least a million dollars today, plus, the roads that were not done twelve years ago are addressed, probably spikes it up to maybe as much as 1.5 million. So, there is no secret sauce, there is no creative financing or anything else, for this council to get the support and start talking about what a plan is. Matt Huggins said he is not opposed to having the conversation about it, the tax failures before were multifaceted. It was a distrust for this council in the past, it was distrust of where the money was going. He said they are going to have to see, instead of doing all or nothing, maybe small, incremental increase, because everyone has a household budget, one percent to one person may not be anything, but to somebody else it is their groceries for three to four days to feed their kids, he thinks they have to be very smart about it, they have to be very honest about it and show the numbers, that is the only way it is going to go through, blunt honesty. Mr. Barr said by the end of April, he believes the finance committee could have a proposal back to council. Council members reviewed some tax percentage scenarios.

Council opened the floor to comments from the public in attendance. Comments were from four voters of different demographics who expressed recognition of the need for increased revenue, for streets, police, and nice growth. When asked what percentage would be palatable, the answer was that they would have to sit down and do the math. One said he voted yes for both previous tax initiatives, he knows it is needed.

Mayor Hollis said she thinks they have questions they need to answer on fiscal responsibility in the past and secondly, they need to have a community task force or send out surveys or something, they need to hear from voters first before they go to work on this, to find out what is palatable, and then come back with facts and numbers. Discussion on how to get the information out. Mr. Barr said he would suggest that at the next finance committee meeting, they develop three options that the public could support. Discussion on trying to get a ballpark figure on road repairs needed, Jack Liggett said that gets complicated because it depends on how a road is fixed. Will they just mill and fill and blacktop, that will last five years, or do they want full depth. He said he likes to use East Jersey Street as an example; to do full depth, new curb and gutter, sidewalks, new service lines underneath, so we are not digging it up right after, that two blocks cost just slightly over a million dollars. It takes a lot of dollars to do any substantial length of road. Some conversation on potential grant funding. Mr. Barr said he feels like they have good direction to keep this moving in finance committee. Mr. Barnard said all of council has to be behind this, it will fail if one person does not get behind it, Mr. Barr and Mr. Cook said they agreed.

4. Other Business

1. The school Board of education requested a joint meeting with council, they have asked if council could attend their May 11th meeting at 5:00 pm. Members said they would be available.
2. Cheryl Robertson has given her resignation from the Charter Review Commission. Direction given to repost the notice seeking interest.

5. Adjourn

ACTION:	Kyle Cook moved to adjourn; Jeff Barr seconded and all were in favor.
AYES:	Tiffany Hollis, Ryan Green, Donald Barnard, Matthew Huggins, Kyle Cook, Jeff Barr
NOES:	None
ABSTAIN:	None

Passed 6 - 0

The meeting ended at 6:27 pm.



Johnstown Police Department

2025 Annual Report

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Message from the Chief

Mayor Hollis, Members of City Council and Citizens of Johnstown:

It is my privilege to present the Johnstown Police Department's second Annual Report on behalf of the dedicated men and women who proudly serve this community.

As I reflect on my third year as Police Chief, I am pleased to report that 2025 was a year of continued stability and progress. Johnstown remains one of the safest communities in the region, maintaining a crime rate well below the state average for cities of similar size. This success is a direct result of proactive policing, strong community partnerships, and the daily commitment of our officers and staff.

In 2025, our department responded to 4,050 calls for service, completed 225 incident reports, and investigated 148 traffic crashes. Officers issued 484 traffic citations and 329 traffic warnings while making 15 arrests. These numbers represent thousands of interactions with members of our community as we work to keep Johnstown safe.

Our officers also supported numerous community events throughout the year, including local festivals, farmers' markets, the Cupola Classic Car Show, and events hosted by Johnstown Monroe Local Schools. These gatherings highlight the strength of our community, and we remain committed to maintaining a visible and supportive presence.

This year also brought important growth to the department. We promoted a third Sergeant to strengthen supervision and welcomed an additional Police Officer to better serve our growing community. As a State of Ohio-accredited law enforcement agency, we remain committed to maintaining the highest professional standards.

Johnstown is an exceptional community, and it is an honor to serve as your Police Chief. I encourage you to review this report to learn more about the work accomplished by the Johnstown Police Department over the past year.

To stay informed about department updates, safety information, and community engagement efforts, please follow us on Facebook at <https://www.facebook.com/Johnstownohpd>

Respectfully, Chief of Police Rusty Smart



Mission Statement

The Johnstown Police Department is charged with the responsibility of providing professional, efficient and organized police protection along with community police related services to the citizens of Johnstown, Ohio.

Our goal is that of constantly protecting the lives and property of the citizens.

Our objective is that of recognizing the needs of the citizens of our community and through diligent efforts of continuous evaluation of services, meeting this responsibility by comprehensive training in the application of the latest law enforcement methods and legal procedures.



Core Values

The Johnstown Police Department stands behind FIVE Core Values

Value 1: Integrity

In all situations, act honestly and place the community's interest above our own.

Value 2: Justice

Serve the community by providing equal protection to all in an unbiased and impartial manner.

Value 3: Empathy

To understand community member's experiences and perspectives without judgment.

Value 4: Community

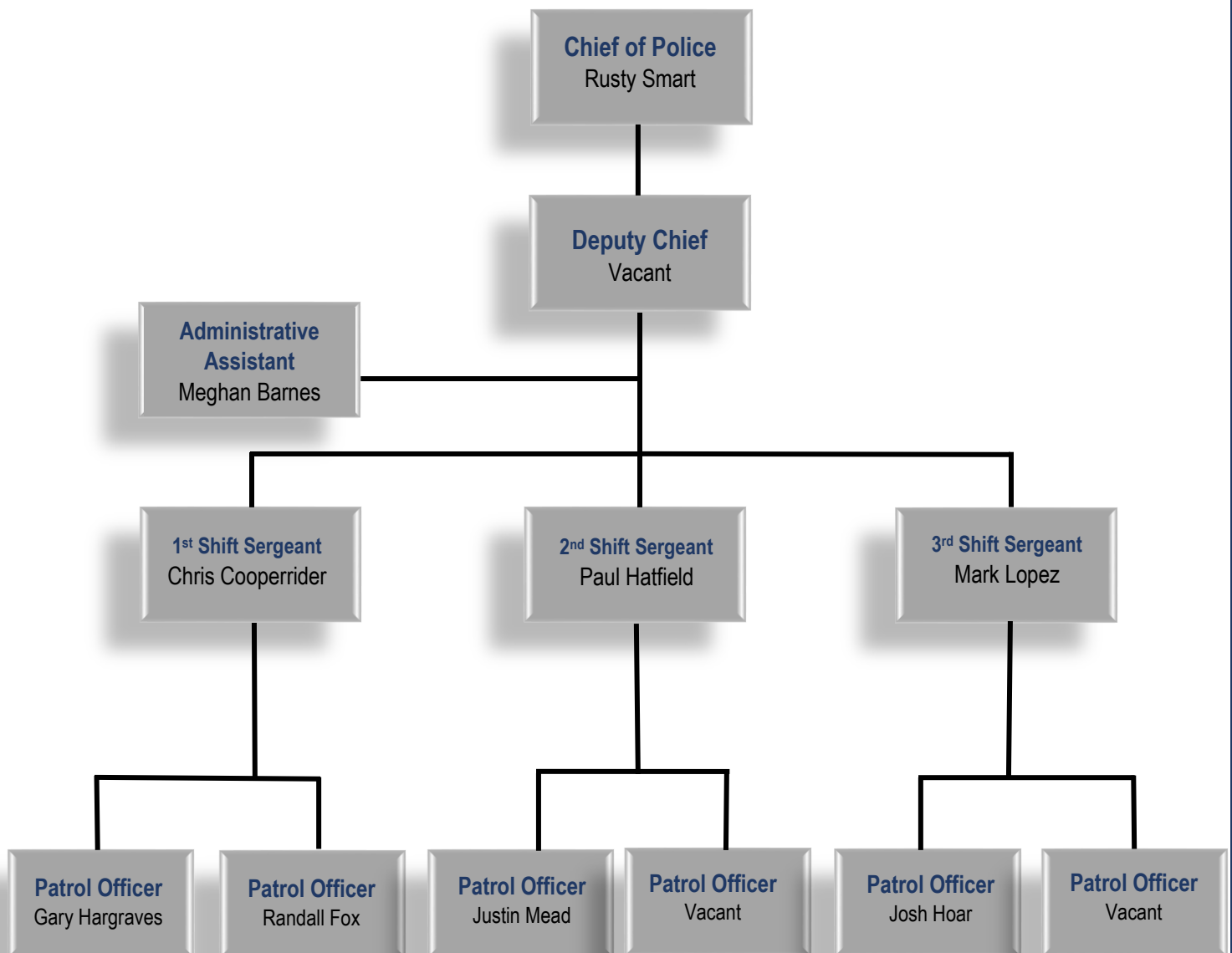
To serve at the pleasure of the community. Form and maintain partnerships in a collaborative effort to solve problems and continue to live in a safe community.

Value 5: Resilience

To be prepared and adapt to changes within the community.



Organization



Statistics

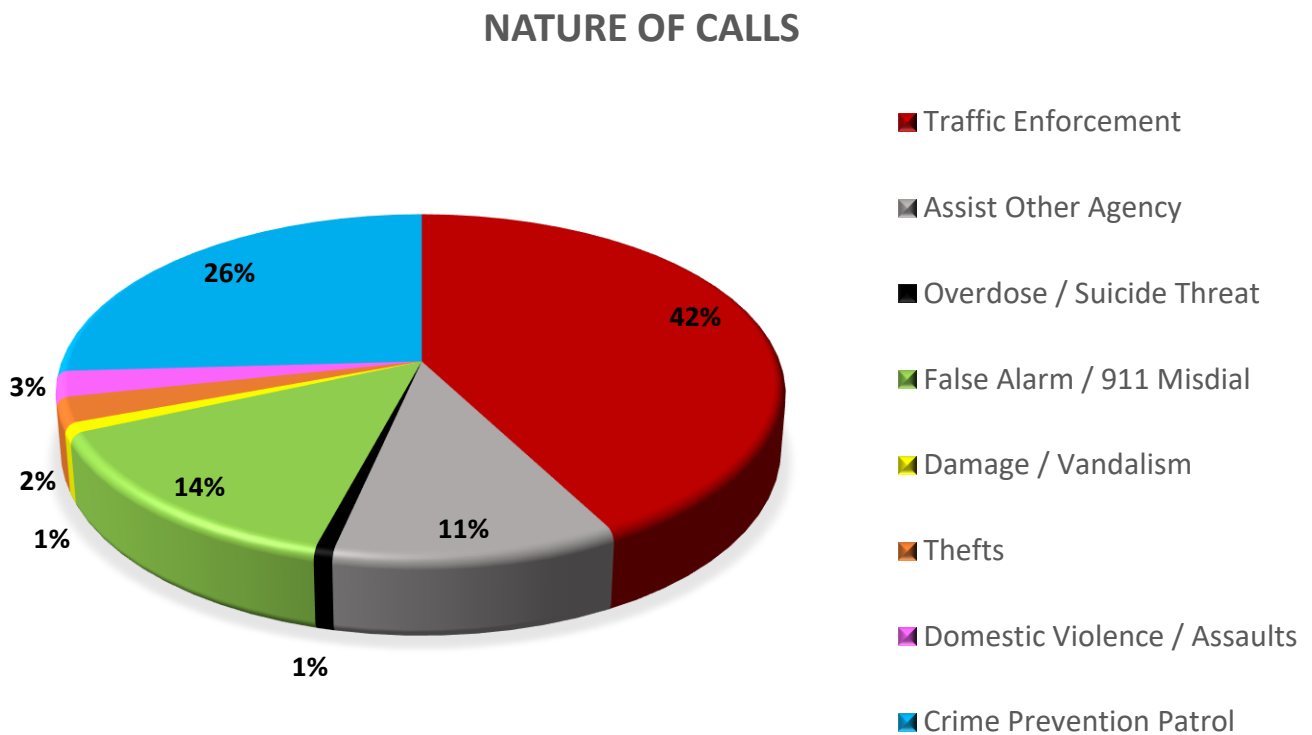
	Description	2025	2024
A	Calls for Service	4050	4001
B	Dispatched Calls	1807	2071
C	Reports	341	355
D	Arrests	15	28
E	Traffic Stops	813	832
F	Traffic Citations	484	428
G	Traffic Crashes	148	160
H	911 Hang-ups/ Misdials	199	235
I	False Alarm Drops	168	171
J	Crime Prevention Patrols	654	3282
K	Stacked Calls	82	98

*Information taken from Tyler Technologies – New World Law Enforcement Records Management System

IMPORTANT NOTES

- A:** Includes all activity generated by officers as well as all citizen requests or complaints that require police response.
- B:** Excludes officer-initiated calls.
- C:** Includes both case & crash reports.
- J:** Includes business & residential checks.
- K:** This represents the number of times a caller must wait for an officer to respond due to that officer being on another call.

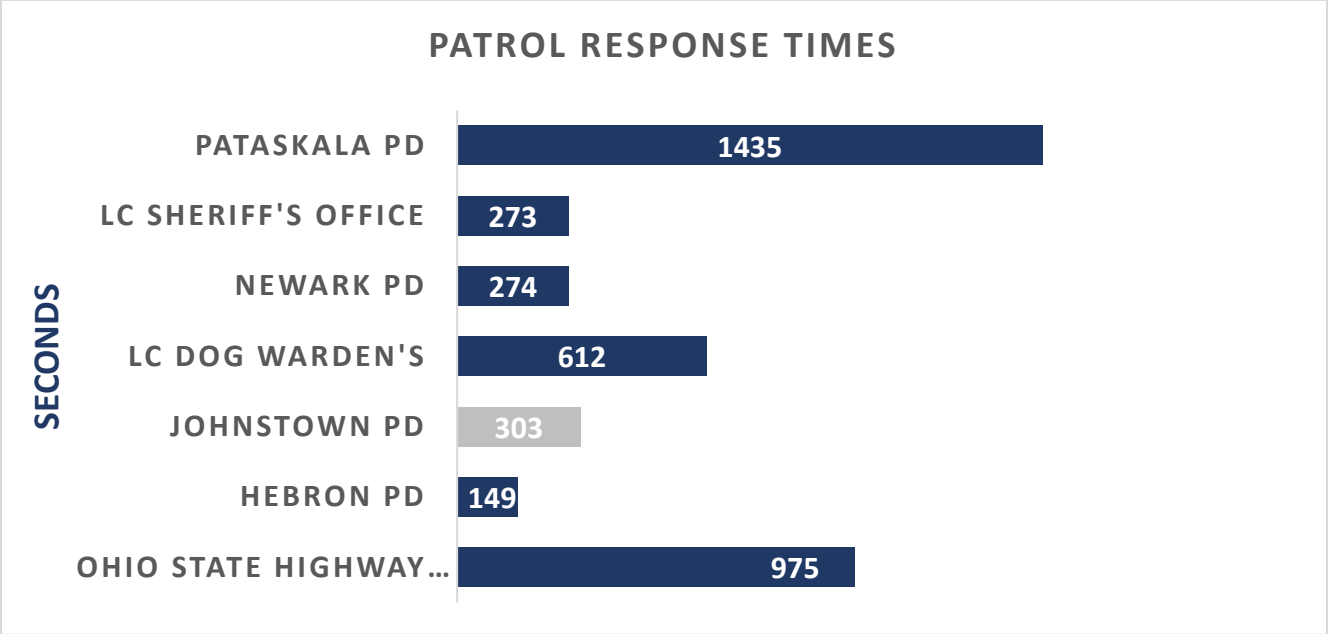
Calls for Service



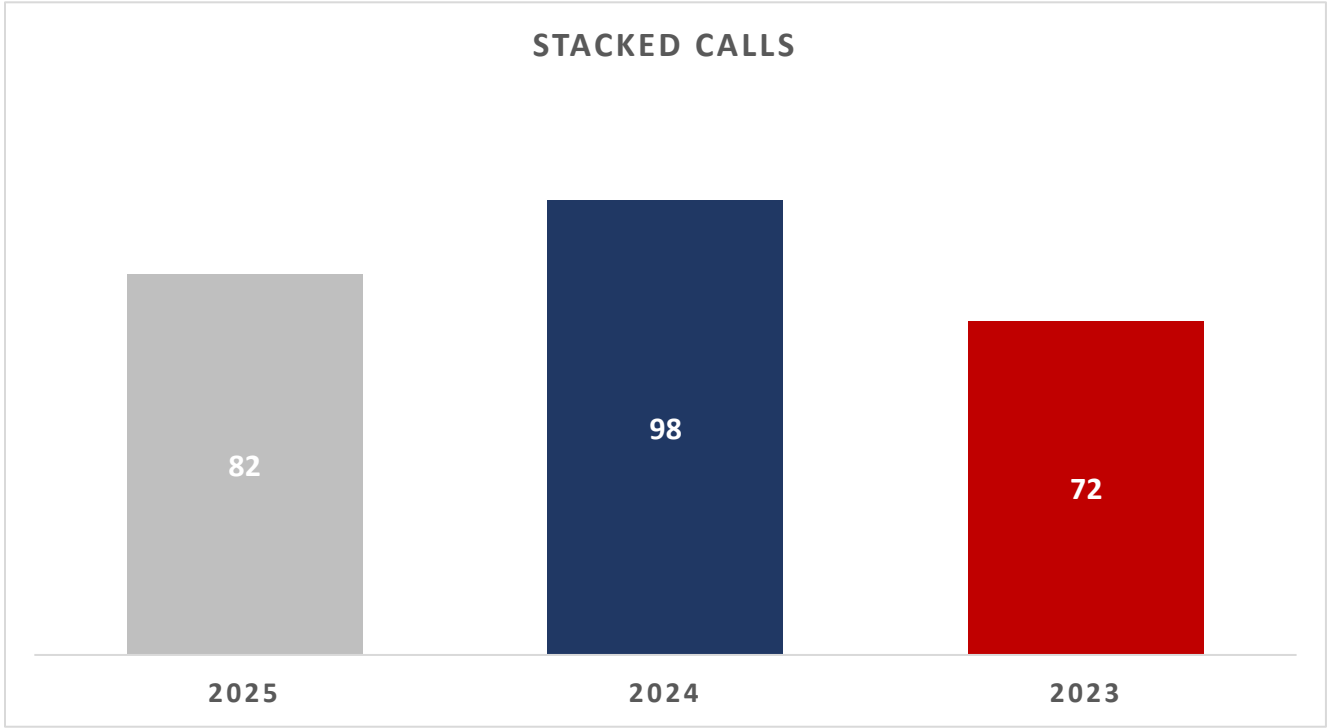
Traffic Enforcement includes parking complaints, traffic complaints and traffic stops.

Crime Prevention Patrol includes business checks, residential checks, open doors and windows.

Patrol Response Times

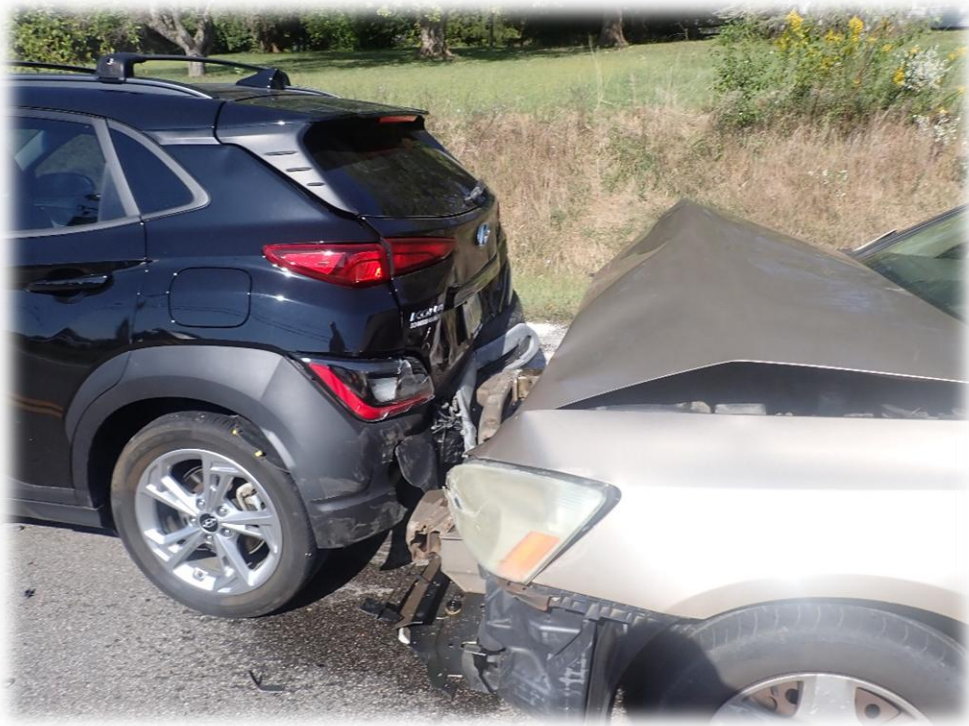


Time from dispatch to arrival

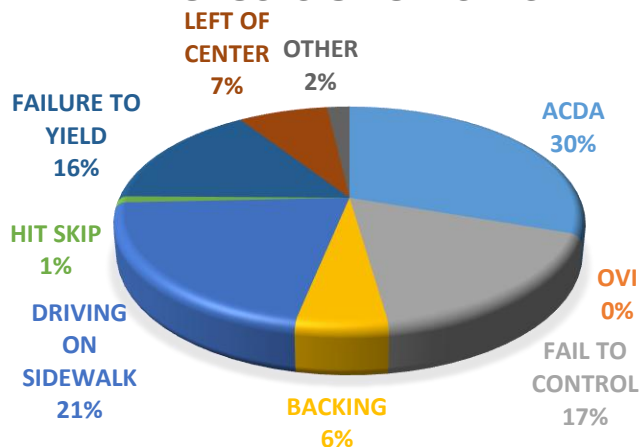


Traffic Crashes

The Johnstown Police Department took **116** traffic crash reports in 2025, an increase of 6% from 2024. There were 11 injury crashes, down from 15 in 2024.

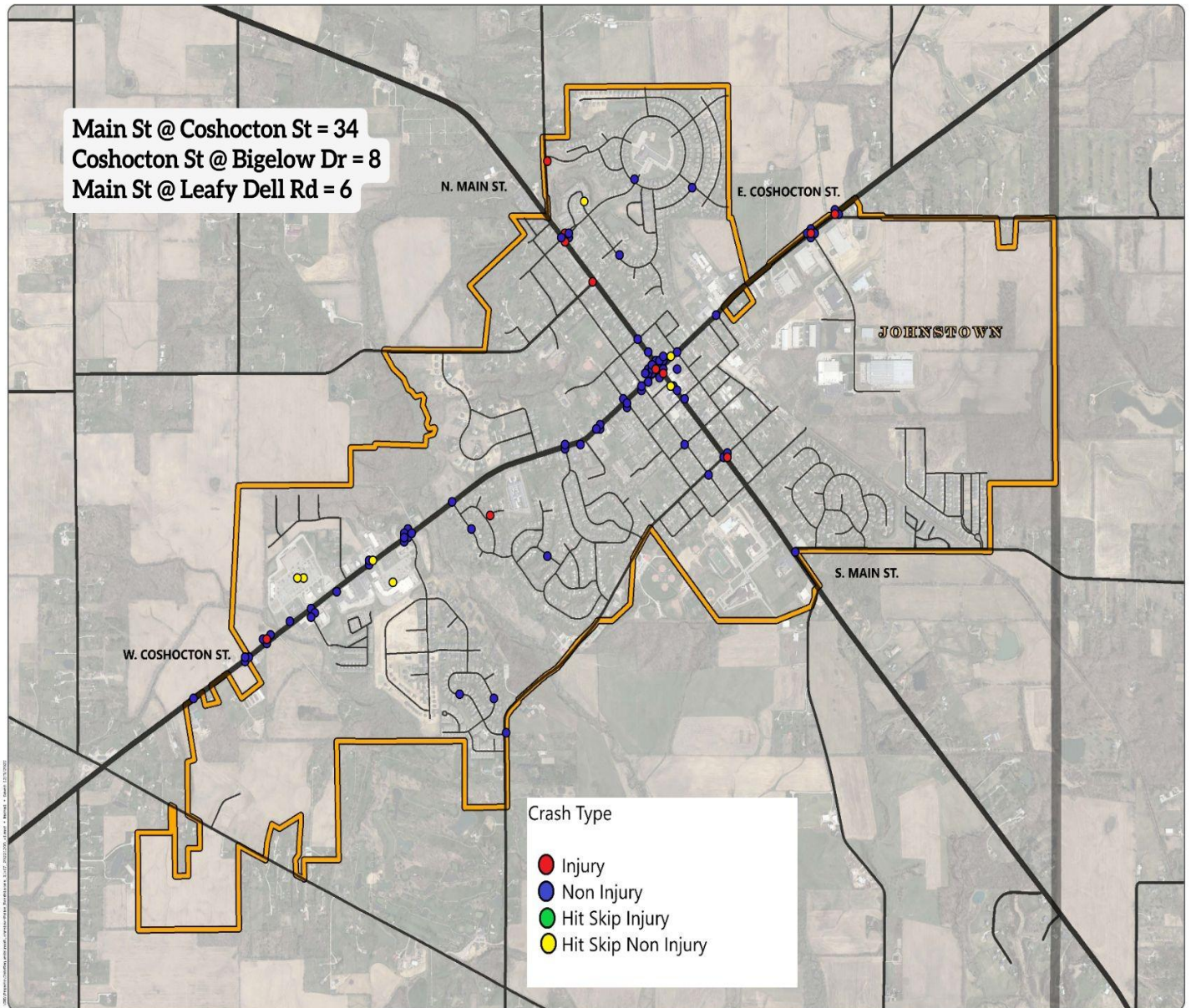


CAUSES OF CRASHES



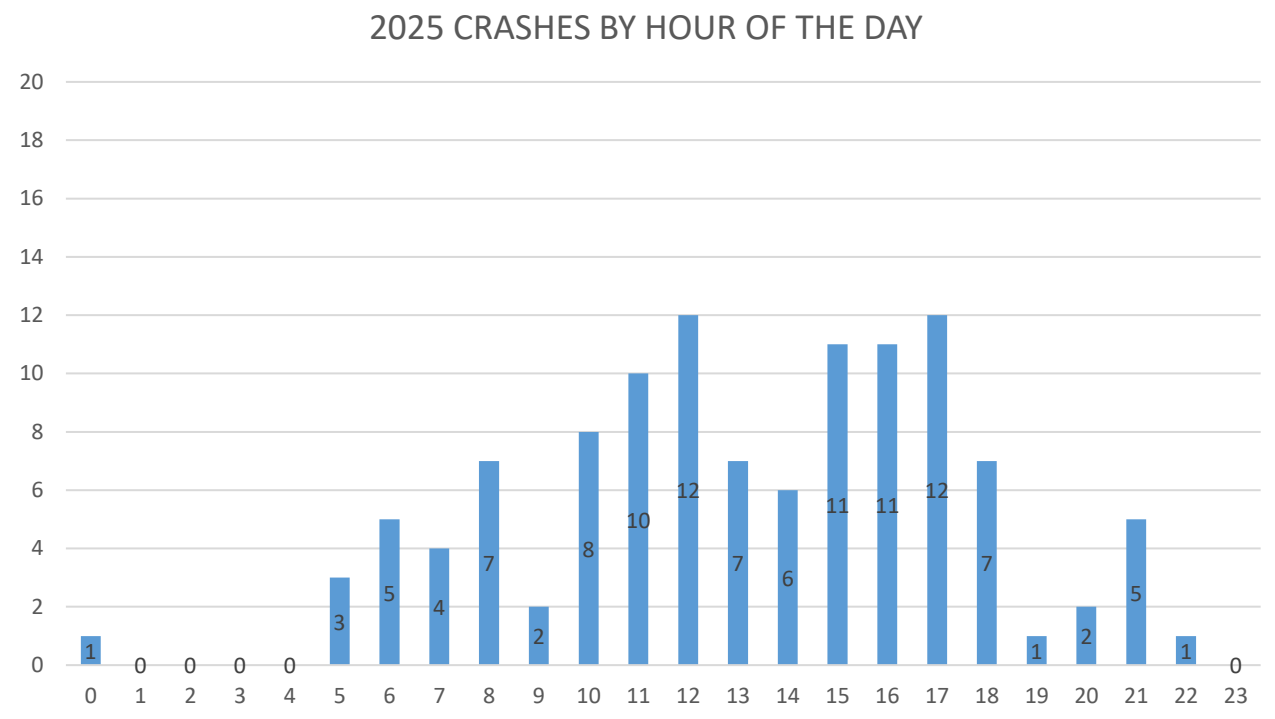
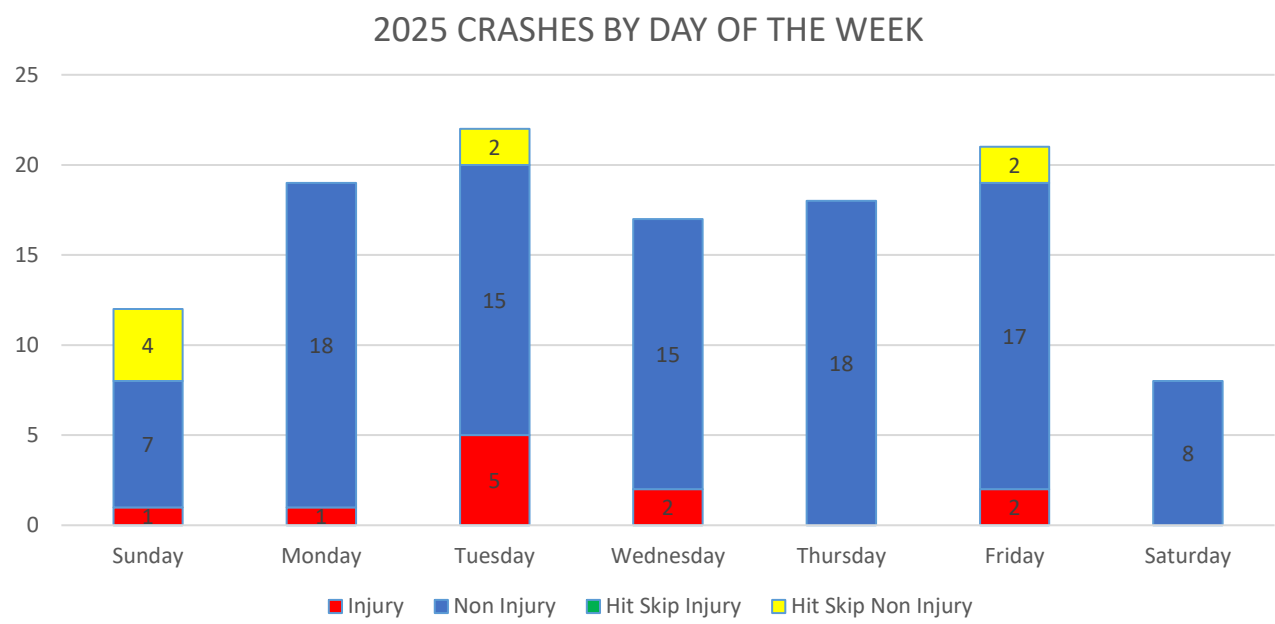
The most common cause of crashes for the year was Assured Clear Distance Ahead (ACDA). ACDA is vehicles following too closely and not having enough distance to stop once traffic slows. Also commonly known as “rear- ending” the vehicle in front of you. This is preventable by not following closely and paying close attention to the vehicle in front of you at all times.

2025 Map of Traffic Crashes



The intersection of Main St and Coshocton St. had the most crashes overall for the year. Of the thirty-four crashes that occurred there, only two were injury crashes, all others were non-injury. W. Coshocton St. and Bigelow Dr. had the second most crashes totaling eight. There were zero injury crashes at that intersection. The intersection of Main St and Leafy Dell Rd had 6 crashes, two injury crashes, one being a car vs pedestrian. Out of the eleven injury crashes for the entire year, six of them were on SR 37, three were on US 62.

Traffic Crash Statistics



Bias Free Policing

The Johnstown Police Department is committed to providing law enforcement services to the community with due regard for the diversity of those we serve. It is the policy of this department to provide law enforcement services and to enforce the law equally, fairly, objectively, and without discrimination toward any individual or group.

Officers are required to document the race and gender of all drivers stopped in the course of duty. In 2025, the Johnstown Police Department issued 813 combined warnings and citations to drivers during traffic stops. In some incidents, data was not fully collected due to various reasons including officer error, technological errors and a lack of cooperation. Below is a description of documented traffic contacts by demographic.

Race: Race was correctly recorded in 768 interactions. Operators identified as White accounted for 77% of citations and warnings. Operators identified as Black accounted for 13%. Operators identified as Hispanic accounted for 7%. Asian, Indian, Other and Unknown made up the remaining 3%.

Gender: Gender was correctly recorded in 768 interactions. Operators were identified as male in 61% of citations and warnings. Females made up 39%.



Community Events

Santa Parade



Trick or Treat



Shop with a Hero



MTFD Open House

Training



CPR, AED & First Aid Training

All officers participated in our mandatory CPR training provided by HazMatOhio. Pictured is Officer Fox performing CPR and Officer Mead assisting.

FBI LEEDA Trilogy Series

Sergeant Cooperrider & Sergeant Lopez both successfully completed the FBI LEEDA Trilogy Series. This three-week training includes Supervisor, Command and Executive Leadership Institute courses.

Training Hours

Officers earned a total **718** hours of training for 2025, this includes the **326** hours of state mandatory CPT training.

Awards



Officer of the Year was awarded to **Officer Hargraves**. Peers of the police department vote on this award. Some of the notable comments that describe him are; knowledgeable, reliable, willingness to help others, supportive, passionate about your profession, positive attitude towards coworkers and the community.

New Officer & Promotion



Officer Justin Mead was sworn in as our newest patrol officer on October 21, 2025. We are excited for him to be a part of our team.

Officer Mark Lopez was promoted to the rank of Sergeant on October 21, 2025. We thank him for his dedication to our department and know he will be an asset.



Accreditation



Ohio Collaborative is a certification process for Ohio law enforcement based on professional standards and meeting best practices. These standards will hold everyone accountable and instill a greater confidence with the public. The Collaborative works closely with partners, including the community and law enforcement agencies, to implement new standards. All law enforcement agencies are expected to meet or exceed these standards as they develop policies and procedures to meet new expectations.

Agency	Size	Group 1 Certified	Group 2 Certified	Group 3 Certified	Group 4 Certified	Group 5 Certified	Group 6 Certified	Group 7 Certified	Re-Cert. Group
Buckeye Lake Police Department	8	✓	✓	✓	✓	✓			
Granville Police Department	23	✓	✓	✓	✓	✓	✓	✓	✓
Hartford Village Police Department	5	✓							
Hebron Police Department	12	✓	✓	✓	✓	✓	✓	✓	✓
Johnstown Police Department	14	✓	✓	✓	✓	✓			✓
Kirkersville Police Department	2	✓							
Licking County Sheriff's Office	132	✓	✓	✓	✓	✓	✓	✓	✓
Newark Police Department	82	✓	✓	✓	✓				✓
Utica Police Department	12	✓							

Prescription Drug Dropbox

R^{LICKING COUNTY} XCOLLEC+

The Police Department is proud to continue offering our Drug Take Back Program, which provides a safe and anonymous way for community members to dispose of unused or expired prescription medications. This initiative helps reduce the risk of drug misuse and environmental harm by ensuring medications are properly collected and disposed of.

The program is available year-round, with a designated drop-off location at the department, allowing individuals to conveniently return their medications without fear of legal repercussions. By participating in this program, residents contribute to the health and safety of our community while supporting efforts to combat the opioid crisis and prevent drug abuse.

In 2025, our department incinerated **66** lbs. of medications.





Patrol Statistics

	2024	2025												2026													
	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	7003	511	296	340	234	226	313	349	328	334	307	423	389	4050	424	318	365										1107
Officer Initiated Calls	4930	346	150	187	98	77	156	192	202	172	145	274	244	2243	286	192	161										639
Dispatched Calls	2071	165	146	153	136	149	157	157	126	162	162	149	145	1807	138	126	204										468
Case Reports	246	18	25	16	24	13	14	24	15	23	23	21	9	225	15	17	21										53
Crash Reports	109	13	5	9	9	8	7	11	13	11	9	9	12	116	11	6	4										21
Arrests	28	1	0	2	1	1	0	1	1	4	1	2	1	15	0	0	3										3
Traffic Citatitons	428	63	36	96	35	16	28	46	34	28	32	40	30	484	40	17	27										84
Parking Citations	31	1	2	0	2	2	15	10	3	13	4	2	2	56	6	5	0										11
Business Checks	3002	168	6	6	9	5	10	3	10	5	7	6	6	241	61	53	27										141
House Checks	280	8	0	0	0	16	34	15	51	31	27	124	107	413	51	1	0										52
Traffic Crashes	160	14	7	11	13	12	10	13	14	15	14	11	14	148	14	7	8										29
Traffic Stops	832	119	79	148	57	21	40	67	67	51	54	62	48	813	72	56	56										184
Theft	73	6	6	6	2	5	9	7	6	3	2	5	4	61	4	4	4										12
Domestic Violence	58	3	1	1	5	5	1	4	6	9	5	8	5	53	5	2	3										10
Assault	17	0	1	1	0	2	2	1	0	1	1	0	1	10	0	0	2										2
OVI	5	0	0	1	0	0	0	0	0	1	0	0	0	2	0	0	1										1
Vandalism	54	3	4	0	4	1	5	2	2	0	2	1	0	24	6	1	4										11
Juvenile Complaint	45	4	7	12	5	9	4	2	5	5	3	2	6	64	1	2	8										11
Trespassing	19	2	2	1	1	1	1	1	4	4	5	3	1	26	0	1	2										3
Other Agency Assist	169	9	41	32	21	28	19	28	16	21	19	28	27	289	26	32	20										78
Warrant	17	1	0	1	1	1	0	0	0	1	0	1	1	7	0	0	1										1
Overdose	4	0	1	0	1	1	0	1	1	0	0	0	0	5	0	0	1										1
Suicide Threat	23	0	2	2	1	0	1	3	1	1	0	3	0	14	1	1	0										2
Alarm Drops	171	16	11	15	12	8	17	13	7	17	10	17	25	168	16	12	11										39
911 Hang Up/Misdial	235	22	19	12	15	11	14	32	15	21	12	10	16	199	17	13	17										47

Accident Statistics

	DATE	DAY	TIME	LOCATION	NON INJURY	INJURY	UNOCCUPIED	HIT SKIP	CAD #
1	1/2/2026	FRI	1559	W COSHOCTON ST @ WOODGATE DR	X				2026-0018
2	1/3/2026	SAT	605	W COSHOCTON ST @ N MAIN ST	X				2026-0023
3	1/6/2026	TUE	1100	E COSHOCOTN ST @ N MAIN ST	X				2026-0059
4	1/12/2026	MON	856	W COSHOCTON ST @ CLARK DR		X			2026-0142
5	1/13/2026	TUE	842	N MAIN ST @ 8	X				2026-0160
6	1/14/2026	WED	1755	W COSHOCTON ST @ 659	X				2026-0186
7	1/16/2026	FRI	1310	N MAIN ST @ W COSHOCTON ST	X				2026-0212
8	1/17/2026	SAT	1125	MINK ST @ 4817	X				2026-0221
9	1/19/2026	MON	1502	800 W COSHOCTON ST	X		X	X	2026-0262
10	1/22/2026	THU	940	W COSHOCTON ST @ CLARK DR	X				2026-0308
11	1/30/2026	FRI	1550	JOHNSTOWN UTICA RD @ 11891	X				2026-0413
11					10	1	1	1	
1	2/2/2026	MON	828	151 WOODGATE DR	X		X		2026-0437
2	2/5/2026	THU	1644	W COSHOCTON ST @ N MAIN ST	X				2026-0477
3	2/7/2026	SAT	1608	BIGELOW DR @ COTTONTAIL CT	X				2026-0496
4	2/19/2026	THU	744	N MAIN ST @ 121	X				2026-0623
5	2/22/2026	SUN	2143	W COSHOCTON ST @ 258	X				2026-0665
6	2/23/2026	MON	1623	W COSHOCTON ST @ S MAIN ST	X				2026-0676
6					6	0	1	0	
1	3/8/2026	SUN	0013	EDWARDS RD @ 209		X			2026-0819
2	3/9/2026	MON	1430	W COSHOCTON ST @ N MAIN ST	X				2026-0833
3	3/11/2026	WED	1130	S MAIN ST @ W JERSEY ST		X			2026-0860
4	3/31/2026	TUE	1738	800 W COSHOCTON ST	X		X	X	2026-1102
4					2	2	1	1	
21				2026 TOTALS	18	3	3	2	



PAID
APR 02 2026

CITY OF JOHNSTOWN

Temporary Use Permit Application

Fees: 6,000

Fee of \$xxxx Paid: 4,200

Check/cash: 3,908.00

The undersigned is applying for Temporary Use Approval; said approval to be issued on the basis of the information contained within this application. The applicant hereby certifies that all information and attachments to this application are true and correct and agrees to follow all applicable regulations, refer to **Chapter 1132**.

Applicant Name: Doss Enterprises LC Phone: ---

Mailing Address 190 Midstream Way, Jane Lew, WV 26378

Email address: ---

Property Owners (If different from Applicant): Raccoon Creek Johnstown, LLC

Property address of proposed use: US 62 at 480 W. Coshocton St., Johnstown, Ohio

Zoning District: Temporary

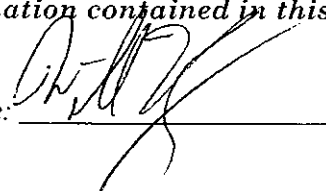
Proposed duration of temporary use: Through July 2026
(not to exceed 6 months)

In addition, the following items must accompany this application:

1. ☒ A site plan, drawn to scale, illustrating the location of proposed structures, parking areas, ingress/egress for vehicles and pedestrians, setbacks from all property boundaries, and where materials will be staged/stored.
2. ☒ Plans/specifications for any temporary structures including utility connection points (as applicable).
3. ☒ Topography map indicating contours as well as any water bodies or intermittent streams and/or stands of trees. Any planned grading must be indicated on this map, as well as any changes or obstructions to water flow.
4. Specifications/photographs of materials that will be used to prepare the site for temporary use including, but not limited to, vehicular/pedestrian circulation materials, visual screening products, lighting, access control, and site security.
5. ☒ Signed owners' authorization form allowing the applicant to utilize said property for the intended temporary use and timeframe. Rental agreement
6. For undeveloped sites, proof of performance bond (or ability to secure at time of approval) to return the site to original condition prior to the commencement of the temporary use. * addressed in the Staff report

Review Process. See Chapter 1132.07 for review and approval procedures.

I certify the information contained in this application and attachments is true and accurate.

Applicant's signature: 

Date: 03 / 05 / 2026

Office use only:

Date received in office:

4 / 2 / 26

Check
Red

City Manager review

(within 10 business days of receipt):

4 / 7 / 26

Manager recommendation to the Planning and Zoning Commission:

Approval ☒

Denial ☐

Recommended conditions of approval or reasons for denial:

I CONCUR WITH THE RECOMMENDATION OF THE PLANNER

Planning Commission review

(within 10 business days):

4 / 14 / 26

Planning Commission recommendation to City Council:

Approval ☒

Denial ☐

Recommended conditions of approval or reasons for denial:

① Fencing installed around the work site perimeter
Set into the ground

② Permit end date is July 31, 2026

③ A site inspection is completed to ensure site is returned
to pre-use w/ only organic material

Permit forwarded to City Council for review:

____ / ____ / ____

Permit was approved on date:

____ / ____ / ____

Conditions placed if any:

Permit was denied on date:

____ / ____ / ____

Mayor Signature: _____

Untitled Map

480 W. Coshocton St., Johnstown, Ohio

Legend

Proposed
Staging/Parking Area

Existing Stone

Proposed Office
Trailer

Existing Stone
Entrance

Doss Columbus Yard

Google Earth

Image Landsat / Copernicus

300 ft

N

RACCOON CREEK

LICENSE AGREEMENT

This License Agreement ("Agreement") is intended to embody the terms and provisions pursuant to which **Raccoon Creek Johnstown, LLC** ("Licensor"), shall grant **Doss Enterprises LC** ("Licensee"), having a notice address and telephone number of **7522 US Hwy 19 North Jane Lew, WV 26378**, the **nontransferable** right and revocable permission for the temporary use and right to occupy certain premises: **as shown on Exhibit "A"** ("Licensed Area"), the address of which is along **US 62 at 480 W. Coshocton St., Johnstown, Oh3031**. Licensee shall operate a staging area for equipment and material being used for a construction project from the Licensed Area.

I. Occupancy/Term/Permitted Use The term of this Agreement ("Term") shall commence on **February 1, 2026** and shall continue through **July 31, 2026**. Licensee shall operate within the Licensed Area for the sole purpose of a staging area for equipment and material being used for a road work project ("Licensee Use"), **all subject to Licensor approval and for no other purpose whatsoever.**

II. Specialty License Payment Terms

	<u>Amount</u>	<u>Date Due</u>
<u>A. Base License Fee</u>	<u>\$3,500 per month</u>	<u>1st day of each month</u>

III. Security Deposit

Licensee already has on file with Licensor, a security deposit in the amount of **\$3,500.00** ("Security Deposit"), to ensure the full and timely performance of each and every obligation, covenant and agreement of Licensee under this Agreement. Under no circumstances whatsoever shall the Security Deposit be deemed to constitute payment of the final installment of Base License Fee, and Licensee may not designate that the Security Deposit be utilized to reduce any other charges due to Licensor at any time during the Term of this Agreement. The Security Deposit may be applied by Licensor to offset any damages, beyond normal wear and tear, to the Licensed Area, or, at the sole discretion of Licensor, may be applied against any fee or other charges that are delinquent hereunder. The Security Deposit shall be maintained by the Licensor for a maximum of thirty (30) days after the expiration of the Term or earlier termination of this Agreement, at which time any unused portion of the Security Deposit shall be refunded to Licensee.

IV. Terms attached to Specialty License Agreement

Licensee has read, understood and agreed to all terms and conditions attached to this Specialty License Agreement.

V. Additional Provisions

In addition to the terms and conditions attached hereto, the following additional provisions are hereby incorporated as a part of this Agreement:

1. Use of Licensed Area

The Licensee Use will be subject to the absolute and unconditional review and approval of Licensor throughout the Term. Any deviation of Licensee Use at any time during the Term will require prior written approval of the Licensor.

2. Licensor's Representations

Licensee acknowledges that Licensor has made no representations regarding anticipated sales levels, and that Licensee has been given no exclusive rights to sell, or offer for sale any particular product or services. Other occupants of the Shopping Center may sell, or offer for sale, products or services offered by Licensee. A vacation of premises or cessation of operations by any other licensee or tenant in the Shopping Center shall not in any way release Licensee from Licensee's obligations under this Agreement.

3. Hazardous Activity:

Licensee shall be solely responsible for the cost, expense, and any required remediation activities associated with the removing any "hazardous wastes" which are brought to and/or disposed upon the Licensed Area by Licensee or any contractor, agent or employee of Licensee. As used in this Agreement, the term "hazardous waste" shall mean: (a) any "hazardous substance" as defined in §101(14) of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §9601(14) amended; (b) any "hazardous waste" as defined by The Resource Conservation and Recovery Act (RCRA) of 1976, 42 U.S.C. § 321 et seq. (P.L. 94-580) and as amended; (c) petroleum or petroleum products, crude oil or any by-products thereof, natural gas or synthetic gas used for fuel which is not in compliance with applicable laws; and (d) any additional substances or materials which at some time are classified or considered to be hazardous or toxic under the laws of the State of Ohio or any other ordinances, laws and/or regulations of all governmental authorities having jurisdiction [the materials described in clauses (a) through (d) above are collectively referred to herein as "hazardous waste"]. The obligations of Licensee under this Section 18a shall survive the expiration or sooner termination of this Agreement. Licensor shall be solely responsible for the cost and expense of removing any "hazardous wastes" which are brought to and/or disposed upon the Licensed Area by Licensor or any contractor, agent or employee of Licensor, or which may presently be located on the Premises or may be located on the Premises as of the Entrance Date. Licensor represents that to its actual knowledge without any investigation, there are no "hazardous wastes" in violation of the law in the Premises or in any of the common areas of the Shopping Center.

4. Condition of Licensed Area

By taking possession of the Licensed Area, Licensee shall be deemed to have: (a) inspected the Licensed Area; (b) accepted the Licensed Area "as is" with no representation or warranty by Licensor as to the condition of the Licensed Area, or their suitability for Licensee's proposed operation; and (c) agreed that Licensor has no obligation to improve or repair the Licensed Area unless said obligation is specifically set forth in this Agreement. Licensee shall maintain the Licensed Area provided by Licensor in an "as is" condition; Licensor shall produce a checklist of such condition upon possession by Licensee, which checklist shall be signed by a representative of each of Licensor and Licensee, to provide a basis for determining normal, reasonable wear and tear on the Licensed Area during the Term. Licensee shall, at all times during the Term, maintain, at its sole cost and expense, the Licensed Area in good and tenable condition and make all necessary replacements and repairs to the Licensed Area.

5. Licensor's Right to Perform Certain Work to Licensed Area During this Agreement

So long as it does not interfere with Licensee's storage or operations, Licensor shall have the right to perform tree-clearing activities as needed on the licensed area at any time during this Agreement.

6. **Licensor's Right to Inspect the Property**

Licensor has the right to perform property inspections at any and all times of this License Agreement.

7. **Covenants of Licensee**

Licensee covenants to comply, at its sole cost and expense, with the following terms and conditions:

- A. Licensee shall at all times maintain the Licensed Area in good, clean and safe condition and, upon the expiration of the Term, shall return the Licensed Area to Licensor in good condition and restored to the condition existing on the date Licensee took possession, normal, reasonable wear and tear accepted.
- B. Licensee, at its sole cost and expense, shall at all times maintain all required permits and licenses and observe and comply with all laws, ordinances, rules, regulations and code requirements imposed by applicable governmental or quasi-governmental body having jurisdiction over the Licensed Area or the use thereof.
- C. Licensee shall conduct business activities from the Licensed Area in a professional, first-class and tasteful manner in accordance with Licensor's rules and regulations, as well as reputable business standards and practices.
- D. Licensee shall not permit loudspeakers, televisions, phonographs, radios, flashing lights or other devices to be used in a manner so as to disturb other Licensees in the Shopping Center.
- E. Licensee shall not distribute any handbills or other advertising material neither at the Shopping Center nor on the automobiles parked in the parking lots serving the Shopping Center.
- F. Licensee shall not permit loitering at the Licensed Area.
- G. Garbage and trash shall be kept in an adequate, sanitary, closed container, not visible to the public, within the Licensed Area or the Shopping Center (as directed by Licensor). Licensee shall dispose of such garbage and trash daily, or if required by the circumstances, more frequently.
- H. Licensee shall be responsible for protecting the existing storm sewers from damage and from any debris. Lessee cleaning them out if anything gets in them. There are fire hydrant lines already there as well and you need to be sure that those are protected as well.
- I. Do not add any spoils to the property or change the grade in any way. Only clean stone and base fill may be stored during the term of this agreement and must all be removed prior to vacating.
- J. Licensee shall be responsible for all environmental issues and clean-up that may be caused. This includes but is not limited to issues arising from oil / gasoline or diesel fuel being brought on the property or from the Licensee's vehicles and equipment.
- K. Licensee shall install a padlock to the outer fence of the property. Licensor shall be given a key or code to padlock. Licensee will be required to lock the perimeter fence any time leaving the site.
- M. Licensor will not be held responsible for any damage, theft, and/or vandalism to the leased area or any materials inside licensed area.

8. **Insurance/Indemnity**

Licensee shall maintain in full force and effect during the Term comprehensive (or commercial) general liability insurance with respect to injury and/or death, and property damage insurance with respect to property damage and/or loss occurring at the Licensed Area or arising out of Licensee's use of the Licensed Area or otherwise arising out of any act or occurrence at the Licensed Area. Said comprehensive general liability insurance shall be in the minimum amount of at least ONE MILLION DOLLARS (\$1,000,000.00) combined single limit, and said property damage insurance shall be in the amount of at least FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) per occurrence. The policy shall name Licensor, Plaza Properties, Inc., Plaza Properties Management LLC, and any such other parties as Licensor may reasonably designate, as additional insureds. Such policies shall include provisions that the policy may not be cancelled unless at least thirty (30) days' prior written notice is provided to Licensor. Prior to the commencement of the Term, Licensee shall furnish to the Manager of the Shopping Center a certificate of insurance evidencing that such insurance is in effect. Licensee hereby waives all subrogation rights of Licensee's insurance carrier in favor of Licensor and its partners, beneficiaries, trustees, officers, employees and agents. Licensee shall indemnify, defend and hold harmless Licensor and Plaza Properties, Inc. and their respective partners, beneficiaries, trustees, officers, directors, employees and agents from and against any and all liability, claims, damages, costs and expenses, including without limitation, attorneys' fees, in connection with loss of life, personal injury or damage to property arising or resulting from or in connection with Licensee's use and occupancy of the Licensed Area. Licensee further waives all claims against Licensor, and Plaza Properties, Inc., and the respective partners, beneficiaries, trustees, officers, directors, employees and agents for injury to persons, damage to property or to any other interests sustained by Licensee or any person claiming through Licensee resulting from any occurrence in or upon the Licensed Area or the Shopping Center provided such claim is not a result of Licensor's actions or inactions. Without limitation, all of Licensee's personal property, which may at any time, is at, on or within, the Licensed Area shall be at Licensee's sole risk.

9. **Assignment**

Licensee shall not sell, assign, mortgage, pledge or in any manner transfer, this Agreement or any interest herein, nor sublet or license all or any part of the Licensed Area, by operation of law or otherwise, without Licensor's prior written approval which approval may be withheld in Licensor's sole and absolute discretion.

10. **Default**

In the event Licensee or Licensor fails to perform promptly any of the material obligations herein or shall fail to pay timely any sums required of Licensee hereunder, or in the event a dispute should arise between Licensee and Licensor, Licensor or Licensee may pursue all rights afforded by this Agreement, at law or in equity against the other party.

11. **Hold Over**
If Licensee fails to surrender possession upon termination of this Agreement, Licensor may immediately remove all property of Licensee from the Licensed Area and any such property shall be stored at the expense of Licensee for up to thirty (30) days. After such 30-day period, Licensor may dispose of such property, as Licensor, in its sole discretion, may deem appropriate, without obligation or liability to Licensee or parties claiming by or through Licensee. Should Licensor hold over after termination of this Agreement, effective as of the day following termination, all charges due from Licensee hereunder shall continue to accrue and shall be increased by fifty percent (50%). Should Licensor commence an action for eviction of Licensee as a result of Licensee's failure to surrender possession, Licensee shall pay all costs and expenses incurred by Licensor as a result of such action, including attorneys' fees and court costs.
12. **Relocation**
The Licensed Area may be relocated by Licensor to any space of comparable size, provided such space is available within the Shopping Center, and at the sole discretion of the Licensor, at any time upon not less than thirty (30) days prior written notice. Licensor shall reimburse Licensee for all reasonable costs for relocation including moving expenses and costs associated with address change.
13. **Miscellaneous**
This Agreement shall become valid and effective only when executed by the Licensee as well as the Licensor. This Agreement supersedes all prior discussions and agreements of the parties relating to the transaction represented hereby. Only a written instrument executed by both parties hereto may modify the Agreement.

Licensee agrees to maintain Licensed Area in clean and good condition. Licensee agrees to leave the Licensed Area in a clean and good condition.

In witness whereof, the parties hereto have executed this Agreement through their duly authorized officers or representatives as of the day and year written hereunder.

LICENSOR:

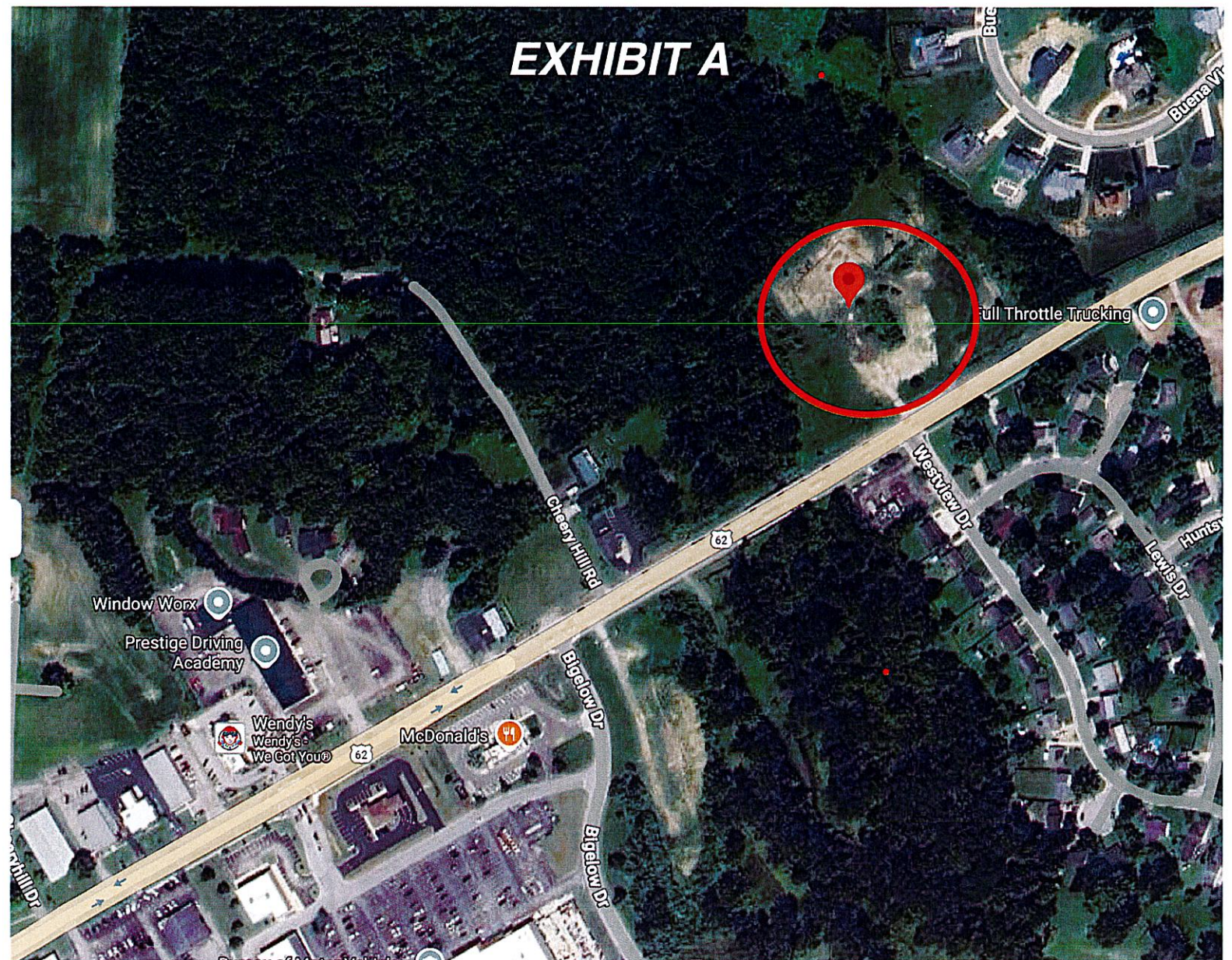
LICENSEE:

Raccoon Creek Johnstown, LLC

By: _____
Laurence G. Ruben, General Partner

By: _____

EXHIBIT A



PLANNING STAFF REPORT

Temporary Use Permit

INTRODUCTION

To: City Council and Planning and Zoning Commission

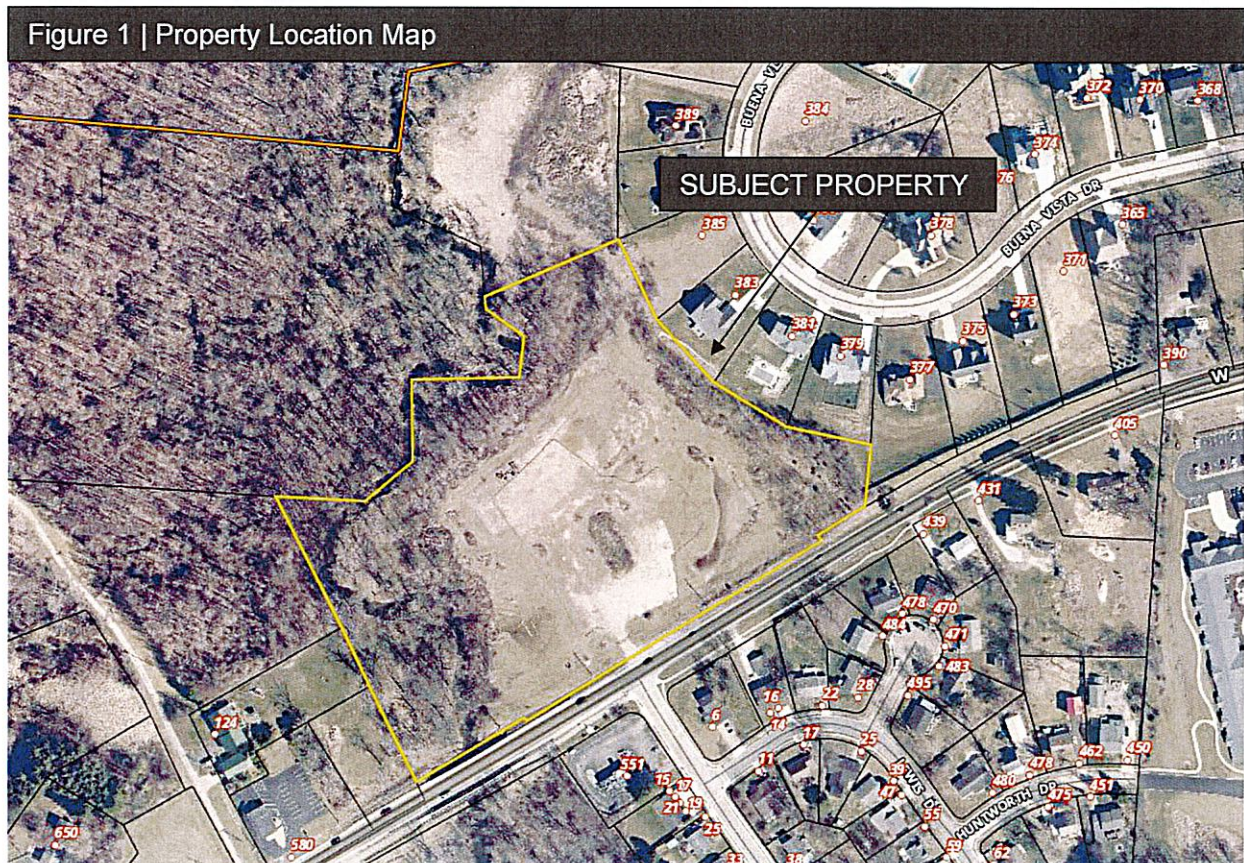
Reviewer: Johnstown Planning

Applicant: Doss Enterprises

Request: Utilize a property as a Construction Yard – Off Site in a temporary manner.

Recommendation: Consider the proposal and determine compliance with applicable guidelines and regulations. See page 3 for detailed recommendation.

PROPERTY LOCATION MAP



PROPERTY INFORMATION

Property Location:	480 W Coshocton Street	Comp Plan Land Use Designation:	Commerce Corridor
Property Owner:	Racoon Creek Johnstown, LLC	Existing Zoning Designation:	General Community Commercial (GCC-2)

BACKGROUND INFORMATION

The applicant is requesting a Temporary Use Permit to utilize a parcel as an off-site construction yard. The parcel is 10.66 acres in size. The site plan submitted with the application indicates one temporary office trailer and two staging and parking areas for equipment and materials. This site was previously utilized for a similar use in 2023

CRITERIA FOR EVALUATION OF APPLICATION FOR TEMPORARY USE PERMIT (CHAPTER 1132.07)

The City's Codified Ordinances establish multiple criteria that must be evaluated when considering a Temporary Use Permit. Specifically, Chapter 1132.07 of the Codified Ordinances states: "The City Manager, or their designee, shall recommend to approve, approve with conditions, or deny a TUP after making all of the findings below." The specific conditions are noted below with the reviewer's comments following in *italicized* text.

- (a) The establishment, maintenance, and operation of the use will not, under the circumstances of the particular case, be detrimental to the health, safety, or general welfare of persons residing or working in the neighborhood of the proposed use.

Reviewer Comment: This site was previously utilized for this use in 2023 using the same conditions as currently in the code. The proposed use is similar in scale to the previous temporary use. Visual screening is required per Chapter 1132.09(a). Access to the site will be from Coshocton Street, limiting impacts to surrounding properties

- (b) The use, as described and conditionally approved, will not be detrimental or injurious to property and improvements in the neighborhood or to the general welfare of the City.

Reviewer comment: No permanent improvements are included with this proposal, and the conditions of all Temporary Use Permits require that the site be returned to original condition once the use is completed. No detrimental or injurious items were identified as part of this application.

- (c) Approved measures for the removal of the use and site restoration have been required to ensure that no changes to the site would limit the range of potential permanent uses otherwise allowed by this Zoning Code.

Reviewer Comment: No topographic or other permanent site alterations are included with this application. The site will be returned to original condition upon completion of the

requested temporary use. All site fencing, temporary structures, and equipment and materials must be removed upon termination of this Temporary Use Permit

CONCLUSION

No inconsistencies between the proposed use and the City's adopted temporary use regulations were identified as part of this review.

The Planning and Zoning Commission and City Council could include the following condition if desired: "Upon completion or expiration of this Temporary Use Certificate, the site shall be returned to it's original condition. This includes removal of all fencing, temporary structures, equipment and materials from the site."

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:

Teresa Monroe, Clerk of Council

Yazan Ashrawi, Law Director

TITLE NINE - Design Review

Chap. 1187 - Design Review Administration and Regulations.

~~1187.01 — Adoption.~~

1187.~~02~~01 Purpose.

1187.~~03~~02 Definitions.

1187.~~04~~03 District boundaries.

1187.~~05~~04 Review and approval authority.

1187.~~06~~05 Certificate of Appropriateness ~~and design plan~~ required.

1187.06 Certificate of Appropriateness submittal requirements.

1187.07 Procedure for obtaining a Certificate of Appropriateness or design plan approval.

1187.08 Criteria for evaluation of application for Certification of Design Appropriateness.

1187.09 Demolition ~~criteria~~ of Structures.

1187.10 Maintenance.

1187.11 Modifications.

1187.12 Variances.

1187.13 Appeals.

1187.14 Application for variances and appeals.

1187.15 Public hearing and notice.

1187.99 Penalty.

~~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)~~ (b) The purpose of the ~~Design Review Districts (Districts)~~ Johnstown Design Guidelines and associated design districts ~~are~~ is 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 ~~Village~~ City 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 plan~~ Johnstown Design Guidelines, adopted in ~~2021~~ 2025, 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.

~~(f)~~ Design Plan Approval and Issuance of a Certificate of Appropriateness. The Design Review Board 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) eighteen (18) years~~months 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.

<u>ENVIRONMENTAL CHANGE TABLE</u>								
<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

ENVIRONMENTAL CHANGE TABLE

<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>Replacement of windows and doors, gutters, skylights, and similar appurtenances with the same materials or better</u>		<u>X</u>		<u>X</u>		<u>X</u>		<u>NA</u>
<u>Face changes to otherwise conforming signs</u>		<u>X</u>		<u>X</u>		<u>X</u>		<u>NA</u>
<u>Repainting or refinishing paint and siding using the same or existing colors</u>		<u>X</u>		<u>X</u>		<u>NA</u>		<u>NA</u>
<u>Replacement of materials using same materials with no change in appearance</u>		<u>X</u>		<u>X</u>		<u>NA</u>		<u>NA</u>
<u>Re-roofs using preferred materials as noted in the Johnstown Design Guidelines without change in roof color</u>		<u>X</u>		<u>X</u>		<u>X</u>		<u>X</u>
<u>Modifications to off-street parking and loading areas containing less than five spaces</u>		<u>X</u>		<u>X</u>		<u>X</u>		<u>NA</u>

(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 fourty-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 deeded 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}

[SIGNATURE PAGE TO GENERAL WARRANTY DEED]

Executed as of this ____ day of _____, 2026.

The Johnstown Land Company II LLC
an Ohio limited liability company

[REDACTED]

STATE OF OHIO)
)SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me on the _____ day of _____, 2026 by _____, the _____ of The Johnstown Land Company II LLC, an Ohio limited liability company, on behalf of the limited liability company.

Notary Public
My commission expires:_____

This instrument was prepared by:
FBT Gibbons LLP
10 W. Broad Street, Suite 2300
Columbus, OH 43215

EXHIBIT A

[Legal Description]

EXHIBIT B

[Survey]

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

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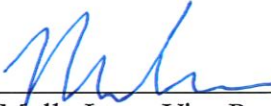
**THE REAL PROPERTY LEGALLY DESCRIBED ON EXHIBIT A AND
DEPICTED ON EXHIBIT B IS INTENDED BY GRANTEE TO BE HELD
FOR USE AS PUBLIC RIGHT-OF-WAY.**

{SIGNATURE AND ACKNOWLEDGEMENT ON THE FOLLOWING PAGE}

[SIGNATURE PAGE TO GENERAL WARRANTY DEED]

Executed as of this 3rd day of April, 2026.

The Johnstown Land Company II LLC,
a Delaware limited liability company

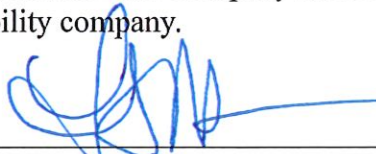
By: 
Molly Iams, Vice President

STATE OF OHIO)
)SS:
COUNTY OF FRANKLIN)

The foregoing instrument was acknowledged before me on the 3rd day of April, 2026 by Molly Iams, the Vice President of The Johnstown Land Company II LLC, a Delaware limited liability company, on behalf of the limited liability company.



LINDSAY A. NASH
Notary Public, State of Ohio
Commission #: 2018-RE-713988
My Commission Expires 03/28/2028


Notary Public
My commission expires: 3/28/28

This instrument was prepared by:
FBT Gibbons LLP
10 W. Broad Street, Suite 2300
Columbus, OH 43215

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° 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° 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° 05' 47" East, a distance of 418.27 feet to an iron pin set;

North 01° 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° 05' 47" East, a distance of 29.73 feet to an iron pin set;

South 02° 58' 01" West, a distance of 22.00 feet to an iron pin set;

South 87° 01' 59" East, a distance of 125.00 feet to an iron pin set;

South 02° 58' 01" West, a distance of 18.00 feet to an iron pin set; and

South 87° 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;

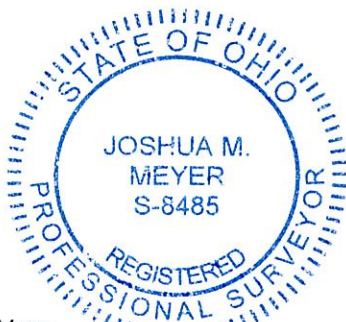
Thence North 87° 05' 47" West, continuing with said centerline and said common lines, a distance of 444.77 feet to the TRUE POINT OF BEGINNING, containing 0.335 acre, more or less, all of which is within Auditor's Parcel Number 053-172752-00.000 and 0.251 acre is within the present road occupied.

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.

Joshua M. Meyer
Professional Surveyor No. 8485

February 25, 2026

Date

JMM:opg
G44-45-46-47WD_0_335 ac 20220307-VS-BNDY.docx

EXHIBIT B

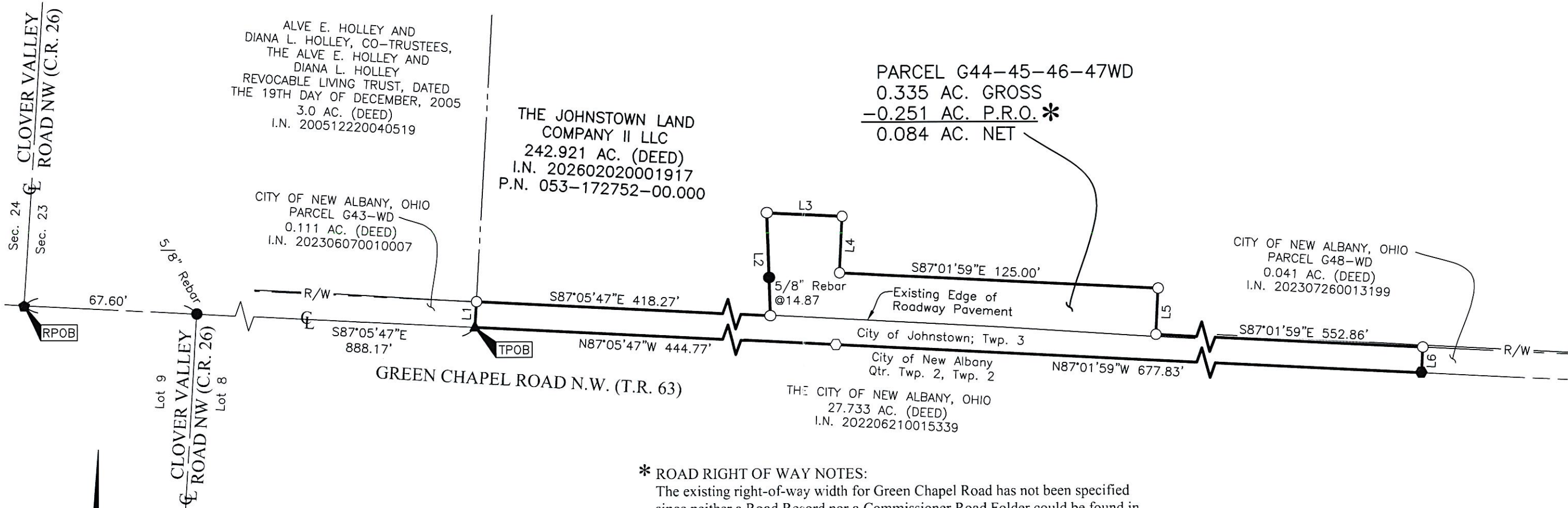
[Survey]



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



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

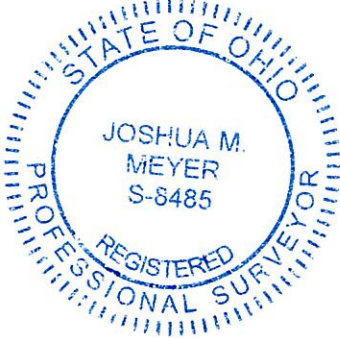
Iron Pins Set are 13/16" I.D. iron pipes
30" long with cap inscribed EMHT INC.



* 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.



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 B

[Survey]

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}

[SIGNATURE PAGE TO GENERAL WARRANTY DEED]

Executed as of this 3rd day of April, 2026.

The Johnstown Land Company II LLC,
a Delaware limited liability company

By: 
Molly Iams, Vice President

STATE OF OHIO)
)SS:
COUNTY OF FRANKLIN)

The foregoing instrument was acknowledged before me on the 3rd day of April, 2026 by Molly Iams, the Vice President of The Johnstown Land Company II LLC, a Delaware limited liability company, on behalf of the limited liability company.



LINDSAY A. NASH
Notary Public, State of Ohio
Commission #: 2018-RE-713988
My Commission Expires 03/28/2028

ability company.



Notary Public
My commission expires: 3/28/28

This instrument was prepared by:
FBT Gibbons LLP
10 W. Broad Street, Suite 2300
Columbus, OH 43215

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

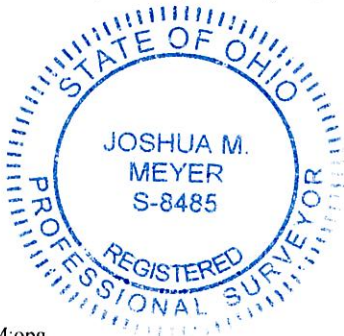
-2-

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

JMM:opg
G56-57-58WD_0_350 ac 20220307-VS-BNDY.docx

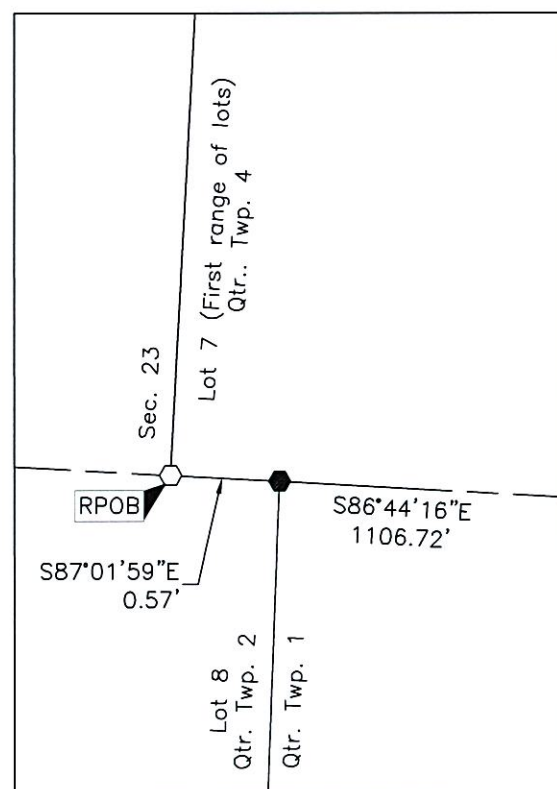
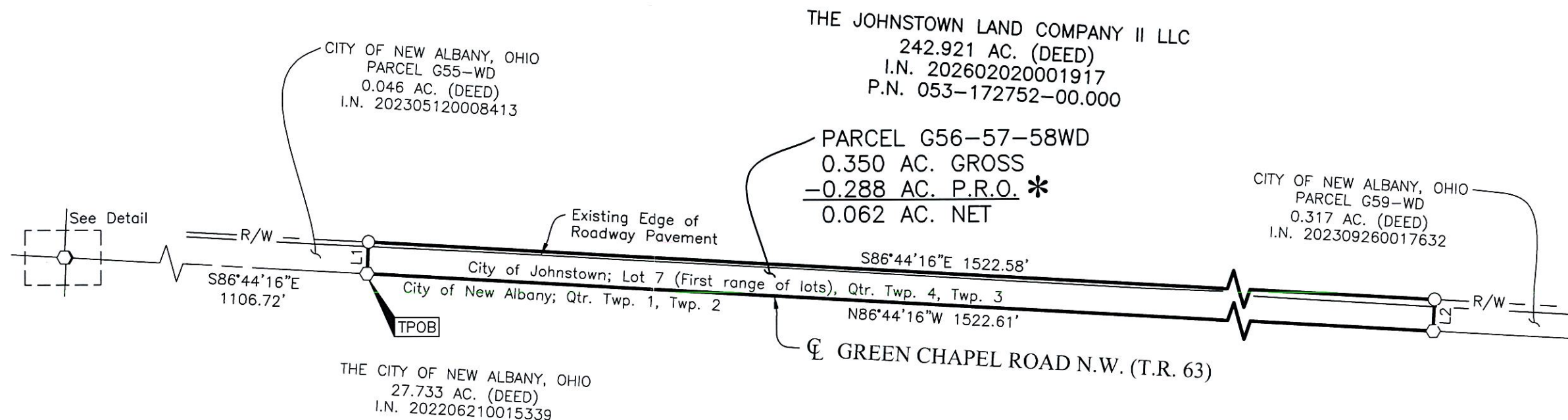
EXHIBIT B

[Survey]



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'



Detail
1"=1'

0 40
SCALE (in feet)

- 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:

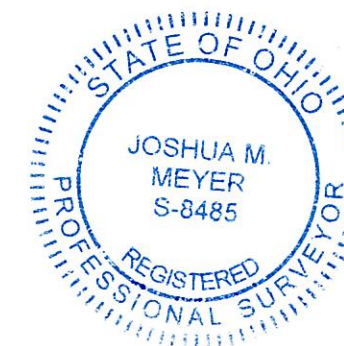
The existing right-of-way width for Green Chapel Road has not been specified since neither a Road Record nor a Commissioner Road Folder could be found in the Licking County Engineer's office. The existing edge of roadway pavement was used to calculate the Present Road Occupied (P.R.O.) for this Road.

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 _____

AN ORDINANCE TO AMEND CHAPTER 1159 OF THE CITY'S CODIFIED ORDINANCES

WHEREAS, Chapter 1159 of the City of Johnstown Codified Ordinances designates appropriate areas in the Light Manufacturing LM District for the establishment and development of manufacturing activities to supply regional needs; and

WHEREAS, in January of 2025, the Planning & Zoning Commission and City Planner began review and edits to the text of Chapter 1159 in order to update uses in the LM District; and

WHEREAS, public input was heard at many Commission meetings and at the public hearing for Council Ordinance 14-2025 on December 9, 2025, the Ordinance was withdrawn by Council and returned to the Planning & Zoning Commission for further consideration based on public comments; and

WHEREAS, after further review, on March 24, 2026, the Planning & Zoning Commission recommended approval of edits to Chapter 1159; 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 1159 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 open to the public in compliance with all legal requirements of the City of Johnstown, Licking County, Ohio. Any process inconsistencies are waived.

Date of Introduction/Public Hearing: April 21, 2026

Vote: May 6, 2026

Effective Date:

BY: _____

Mayor Tiffany Hollis

ATTEST TO:

APPROVED AS TO FORM:

Teresa Monroe, Clerk of Council

Yazan Ashrawi, Law Director

CHAPTER 1159

Light Manufacturing (LM) District

1159.01	Purpose.
1159.02	Permitted uses.
1159.03	~~Additional district development standards~~ Conditional Uses.
1159.04	~~Conditional uses~~ <u>LM District Development and Aesthetic Standards.</u>

CROSS REFERENCES

Purpose of industrial districts - see P. & Z. 1141.02(c)
Supplementary district regulations - see P. & Z. Ch. 1171
Parking space requirements - see P. & Z. 1175.10(e)
Signs - see P. & Z. 1177.06

1159.01 PURPOSE.

It is the purpose of the Light Manufacturing LM District to designate appropriate areas for the establishment and development of manufacturing activities to supply regional needs.

1159.02 PERMITTED USES.

In a LM District the following uses are permitted:

- (a) Pottery and Figurines. Using previously pulverized clay and kilns fired only with gas or electricity.
- (b) Novelties. Including musical instruments, toys, rubber or metal stamps and other small rubber products.
- (c) Appliances. Electrical and electric appliances, instruments, and devices, television sets, radios, phonographs, electric and neon signs, billboards and other commercial advertising structures, refrigerators and stoves.
- (d) Light Sheet Metal Products. Including heating and ventilating equipment, cornices, eaves and the like.
- (e) Grain Elevators and Mills.
- (f) Paint and Powder Coatings Manufacturing.
 - (1) This use shall be located on a parcel of not less than 15 acres in area.
 - (2) Any outdoor storage shall be located behind the front plane of the building, and shall be screened by an opaque fence or wall.
 - (3) No portion of the facility, associated storage areas, or any circulation and parking areas shall be closer than one-hundred (100) feet from any property line abutting an adjacent residential use.

(4) All activities related to manufacture and packaging of materials shall be conducted within an enclosed facility. Goods may be stored outdoors in designated areas meeting the requirements of subsection (2) above.

(5) Allowable production of materials include:

a. Powder coatings that are 100% solid passed and completely solvent free coatings.

b. Waterborne paints include coatings that use water as the primary solvent, instead of traditional organic solvents.

(g) The following uses may be developed on parcels two (2) acres or larger that have frontage on and access from U.S. 62, Commerce Boulevard, Greenscape Court, Endeavour Court, or Sportsman Club Road.

(1) Dry Cleaning Plants

a. Definition: "Dry Cleaning Plant(s):" A building, portion of a building, or premises used or intended to be used for cleaning fabrics, textiles, wearing apparel, or articles of any sort by immersion and agitation, or by immersions only, in volatile solvents including, solvents of the petroleum distillate type, and/or the chlorinated hydrocarbon type, and the processes incidental thereto

(2) Graphic Printing and Copying Services

(3) Screen Printing Shops

(4) Upholstery shops

(5) Veterinarian

a. Definition: "Veterinarian:" As defined in Chapter 4741 of the Ohio Revised Code.

(6) Bakeries and Confectioneries

(7) Bottling Plants

(8) Craft Brewery / Craft Distillery

a. Definition: "Craft brewery or distillery:" A small-scale, licensed manufacturing establishment which produces, processes, ferments, rectifies, or blends craft brews, wines or distilled spirits; may or may not offer tastings, and may or may not provide on-site sale and consumption of the products.

b. Facilities shall be 25,000SF or less in total area including tasting areas and any outdoor areas designated for customers

(9) Laboratory (research and testing)

a. Definition: "Laboratory (research and testing):" A building or group of buildings in which are located facilities for scientific research, investigations, testing, or experimentation, but not facilities for the manufacture or sale of products, except as incidental to the main purpose of the laboratory. All activities shall be conducted within an enclosed building.

(10) Light Manufacturing

a. Definition. "Light manufacturing:" Establishments engaged in the design, assembly, finishing, processing, and packaging of products without the processing of raw materials; for example:

1. Canvas products, such as tents and awnings.
2. Glass and optical products from previously manufactured glass.
3. Jewelry, clocks, and watches.
4. Scientific or other precision instruments.
5. Sporting goods
6. Toys & novelties (from pre-manufactured parts)
7. Furniture
8. Computer and electronic equipment
9. Sheet metal and similar fabrication

(11) Machine Shop

a. Definition. "Machine shop:" Shops where lathes, presses, grinders, shapers, and other wood- and metal-working machines are used such as blacksmith, tin-smith, welding, sheet metal shops, and wood-working shops.

(12) Mechanical Service and Repair

a. Definition. "Mechanical service and repair:" Any building, premises and land in which or upon which a business, service or industry involving the maintenance, servicing, repair or painting of vehicles is conducted or rendered.

~~(g)—Retail or wholesale sale of products manufactured on site as an ancillary use to the primary manufacturing use~~

(Ord. 39-2019. Passed 12-19-19.)

1159.03 CONDITIONAL USES.

In an LM District the following uses are allowed as conditionally permitted:

- (a) Medical Cannabis Cultivation. Medical Cannabis Cultivations businesses as defined in Section 1121.02(a)(43).
- (b) Fire Station
- (c) Police Station
- (d) Emergency Medical Services
- (e) Food Products- ~~that involve Bakery goods, candy,~~ light meat packing, sausage making, canning, milk products and the like, excluding fish products, slaughterhouses, sauerkraut, vinegar, yeast and rendering and refining fats or oils.
- ~~(f)—Pharmaceuticals. General pharmaceutical products, cosmetics and toiletries.~~

- ~~(g) Products for the following previously prepared products: Bone, canvas, cellophane, cloth, cork, feathers, fiber, fur, glass, hair, horn, leather, paper, plastics, precious or semiprecious metals or stones, sheet metal, except where presses over twenty tons rated capacity are employed, shell, textiles, tobacco, wax, wood, except where saw and planing mills are employed and yarns.~~
- ~~(h) Laboratories. Experimental, film or testing laboratories, provided no operations shall be conducted or equipment used which would create hazards, noxious or offensive conditions.~~
- ~~(i) Individual, public commercial storage units, provided such units are located only in the boundary area northeast of Pratt Street and Ford Street, with an imaginary straight line at Ford extending to Douglas Street.~~

~~(j)(f)~~ Medical Cannabis Processing. Medical Cannabis Processing businesses as defined in Section 1121.02(a)(89)

(Ord. 35-2019. Passed 10-1-19; Ord. 39-2019. Passed 11-19-19; Ord. 43-2019. Passed 2-6-20.; Ord. 17-2020. Passed 7-16-20.)

1159.03-04 ~~ADDITIONAL LM~~ DISTRICT DEVELOPMENT ~~AND AESTHETIC~~ STANDARDS.

In addition to the provisions of ~~Title Seven of this Part Eleven~~ Chapter 1171, the following standards for arrangement and development of land and buildings are applicable to the LM District:

(Ord. 1983-20. Passed 8-16-83.)

(a) Lot Requirements.

- (1) No minimum lot size is required ~~(except as noted in Chapter 1159.02(f))~~; however, lot size shall be adequate to provide the yard space required by these additional district development standards.
- (2) No minimum lot width is required; however, all lots shall abut a public street and have sufficient width to provide the yard space required by these additional district development standards.
- (3) Each lot shall have a front setback of not less than forty feet. Parking areas shall be at least fifteen feet from the street right-of-way.
- (4) Each lot shall have a rear setback of not less than twenty-five feet. A structure to be serviced from the rear shall have a service court, alleyway or combination thereof not less than forty feet wide. A rear setback shall not be required on structures whose rear wall is fireproof and contains no windows, door or other openings, except that a rear setback of forty feet is always required should such LM District lots rear abut any residential lot.
- (5) For permitted and conditional structures there shall be a total side setback of not less than thirty-five feet with a minimum on one side of fifteen feet. A side setback shall not be required on a structure's side wall that is fireproof and contains no windows, doors or other openings, except that a side setback of fifteen feet is always required should such LM District lot's side abut any residential lot.
- (6) Permitted and conditional structures, pedestrian sidewalks and parking areas shall not cover more than ninety percent (90%) of the lot. The remaining ten percent (10%) of the lot shall be landscaped with natural vegetation. (Ord. 16-11. Passed 9-20-11.)

(b) Building Requirements. No structure shall exceed forty feet in height. ~~All uses within the LM zoning district shall be conducted within an enclosed structure.~~

(c) Site Requirements.

- (1) A traffic and parking system plan shall be required that details point of ingress and egress into the property, parking spaces, access drives and pedestrian walkways, shown. The plan shall be so designed as to minimize conflict points between pedestrians and vehicular movements.

~~(2) Outdoor trash systems shall be sufficient to prevent an overflow and screening shall be provided to enclose such containers and hide them from view.~~

~~(3) Storm drainage and runoff collection shall be sufficient to prevent any standing water.~~

~~(4)~~(2) Minimizing the number of curb cuts within the lot frontage and joint curb cuts between adjacent uses are encouraged, therefore the minimum distance between curb cuts shall be 120 feet except that each lot is permitted a minimum of one curb cut. No curb cut / access drive shall be more than thirty-five ~~(35)~~ feet in distance~~width, not including necessary turning radii to accommodate truck movements.~~

(Ord. 1983-20. Passed 8-16-83.)

~~(3)~~ Lots of greater than two and one-half acres shall contain a fire hydrant plan which has been approved by the Johnstown-Monroe Fire District Fire Chief and approval by the Manager.

~~(4)~~ All new development or change of use of 20K sf or greater shall submit a traffic study outlining impacts of the proposed use on existing roadway and intersection infrastructure within Johnstown. At a minimum, this study shall include:

i. These studies shall be completed by a licensed engineer.

ii. A projection of expected vehicular (both employee and delivery) traffic volumes.

iii. The impacts for daily and peak-hour volumes on adjacent roadways and intersections within one-half mile of the site.

iv. How the proposed traffic volumes will impact the intersections of Commerce Blvd and Johnstown Utica Road (U.S 62), Sportsman Club Rd NW and Johnstown Utica Road (U.S. 62), and Coshocton Street (U.S. 62) and Main Street (S.R. 37).

i.v. If a traffic study submitted by an applicant indicates a traffic signal or other improvements may be needed, an agreement with Johnstown shall be reached to determine how these improvements will be funded, installed, and maintained.

(Ord. 1988-17. Passed 9-6-88.)

~~(5) Outdoor storage and display of merchandise on public sidewalks shall be prohibited.~~

(d) Aesthetic Requirements

(1) Within the LM zoning district, landscaping may be consolidated between the building and public right-of-way. Sites abutting non-LM zoned properties shall provide a minimum 25' landscape buffer that includes canopy trees and understory vegetation that create a visual screen a minimum of six (6) feet in height.

(2) All administrative / office functions shall be arranged and oriented toward the street.

(3) The façade of the building oriented towards the street shall include masonry materials such as brick, stacked stone, or similar material, large windows, and primary entries into the

building. Corrugated metal or similar products shall not be used along street-facing facades.

(4) Parking shall be located beside or behind the building and screened to minimize appearance from adjacent streets and shall meet the following standards:

- i. Parking area screening shall be a minimum of thirty (30) inches in height.
- ii. The screen shall be an architecturally compatible solid masonry wall, earth berm, or shrubbery hedge planted three (3) feet on center, or any combination thereof.
- iii. If shrubbery is used, it shall meet the minimum height within six (6) months, and the shrubbery shall not be credited towards any other required landscaping.

(5) All areas used for outdoor storage shall be screened by a fence or wall meeting the criteria below and shall be located behind the front façade of the building.

- i. Fences and walls shall be a minimum of six (6) feet in height.
- ii. Fences and walls shall be solid and one hundred (100) percent opaque.
- iii. Fence materials shall be a minimum of one-half-inch thick and shall be made of wood, precast concrete, or other similar materials.
- iv. Corrugated and/or galvanized steel or metal sheets are not permitted.
- v. Wall may be concreted, concrete split-face or ground-face block, masonry, stone, or a combination of these materials.
- vi. Support posts shall be placed on and face toward the inside of the developing property so that the surface of the wall or fence is smooth on the abutting property side.

(6) Off-street loading spaces, antennas, satellite dishes, and mechanical equipment shall be screened from all public streets. Screening shall be a minimum of six (6) feet in height and meet the standards established in 1159.04(d)(5), above.

(7) Dumpster and other trash and/or recycling receptacles shall be required to meet the following standards:

- i. Dumpsters and similar receptacles shall be screened with a fence or wall that meet the standards established in 1159.04(d)(5), above.
- (4)ii. Dumpster enclosures shall be oriented such that the opening is not exposed to public view.

(Ord. 1983-20. Passed 8-16-83.)

~~1159.04 CONDITIONAL USES.~~

~~In a LM District the following uses are allowed as conditionally permitted:~~

- ~~(k) Medical Cannabis Cultivation. Medical Cannabis Cultivations businesses as defined in Section 1121.02(a)(43).~~
- ~~(l) Fire Station~~

~~(m) — Police Station~~

~~(n) — Emergency Medical Services~~

~~(o) — Food Products. Bakery goods, candy, light meat packing, sausage making, canning, milk products and the like, excluding fish products, slaughterhouses, sauerkraut, vinegar, yeast and rendering and refining fats or oils.~~

~~(p) — Pharmaceuticals. General pharmaceutical products, cosmetics and toiletries.~~

~~(q) — Products for the following previously prepared products: Bone, canvas, cellophane, cloth, cork, feathers, fiber, fur, glass, hair, horn, leather, paper, plastics, precious or semiprecious metals or stones, sheet metal, except where presses over twenty tons rated capacity are employed, shell, textiles, tobacco, wax, wood, except where saw and planing mills are employed and yarns.~~

~~(r) — Laboratories. Experimental, film or testing laboratories, provided no operations shall be conducted or equipment used which would create hazards, noxious or offensive conditions.~~

~~(s) — Individual, public commercial storage units, provided such units are located only in the boundary area northeast of Pratt Street and Ford Street, with an imaginary straight line at Ford extending to Douglas Street.~~

~~(t) — Medical Cannabis Processing. Medical Cannabis Processing businesses as defined in Section 1121.02(a)(89)~~

~~(Ord. 35-2019. Passed 10-1-19; Ord. 39-2019. Passed 11-19-19; Ord. 43-2019. Passed 2-6-20.; Ord. 17-2020. Passed 7-16-20.)~~



**AN ORDINANCE AMENDING ORDINANCE 16-2025,
THE ANNUAL APPROPRIATION ORDINANCE OF THE CITY OF JOHNSTOWN TO APPROVE NECESSARY
CHANGES OF APPROPRIATIONS**

WHEREAS, the Council of the City of Johnstown adopted its annual appropriations for 2026 on December 9, 2025; and

WHEREAS, the City of Johnstown will receive funding from the various business entities for the inspection and review of property development and improvement; and

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

Section One. That the appropriations for the designated funds that were set forth in Ordinance 16-2025, adopted by the Council of the City of Johnstown, State of Ohio, on December 9, 2026, be hereby increased as follows:

Section Two.

GENERAL FUND

Increase - Appropriation

Engineering Services (Pass Through Eng.) 1000-710-346.6000 (increase) \$ 800,000.00

Increase - Revenue

Other Misc. Pass Through Engineering 1000-892-6000.0000 (increase) \$ 800,000.00

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

Section Four. This Ordinance shall take effect at the earliest date allowed by law.

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

Effective Date:

BY: _____

Mayor Tiffany Hollis

ATTEST TO:

APPROVED AS TO FORM:

Teresa Monroe, Clerk of Council

Yazan Ashrawi, Law Director



RESOLUTION 2026-29

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A PHASE 2 INTERGOVERNMENTAL AGREEMENT WITH THE LICKING COUNTY TRANSPORTATION IMPROVEMENT DISTRICT

WHEREAS, Johnstown and the Licking County Transportation Improvement District (LCTID), in conjunction with Licking County Engineer's Office (LCEO) and the Ohio Department of Transportation or "ODOT", have recognized that it is a priority to engage and cooperate to the greatest extent practical, in the development of the transportation improvement project known as the "*State Route 37 & US Route 62 Intersection Improvements Project*"; and

WHEREAS, The Project was incorporated into the LCTID Program, pursuant to ORC Section 5540.03(A)(4) and related ORC sections and designated by action of the LCTID Board of Trustees, and the Parties intend for the LCTID to manage and administer the Project work, in conjunction with JOHNSTOWN, with funding required for the Project to be provided for through revenue sources available by and through JOHNSTOWN and ODOT; and

WHEREAS, The LCTID secured reimbursement-based grant funding for the Project through ODOT. Per the terms of the ODOT Grant Agreement, the LCTID intends to provide the ODOT Funding as part of this joint effort, to assist in advancing and funding the Project Study Work. However, the ODOT Grant Funding is awarded to the LCTID on a reimbursement basis and JOHNSTOWN intends to provide an advance of funding to the LCTID for Phase 2, in the amount of \$15,000.00 as is required by the LCTID to commence the Project Study Work and to pay for Project Cost Items, and for accessing the ODOT Grant Funding, for which the LCTID will seek reimbursement of related Project costs.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF JOHNSTOWN, STATE OF OHIO, AND THE MAJORITY OF THE MEMBERS ELECTED THERETO CONCURRING THAT:

Section One: The City of Johnstown Council authorizes the City Manager or designee to enter into the attached Second Intergovernmental Agreement with the Licking County Transportation Improvement District (LCTID) for Phase 2 of the State Route 37 & US Route 62 project, specifically consisting of additional detailed design, utility relocation work, and right of way acquisition.

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

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

By: _____

Mayor Tiffany Hollis

ATTEST TO:

APPROVED AS TO FORM:

Teresa Monroe, Clerk of Council

Yazan Ashrawi, Law Director

**SECOND INTERGOVERNMENTAL
AGREEMENT (Resolution #2026-12)**

By and Between

THE CITY OF JOHNSTOWN, LICKING COUNTY, OHIO

And

THE LICKING COUNTY TRANSPORTATION
IMPROVEMENT DISTRICT

[State Route 37 & US Route 62 Intersection Improvements Project: Phase 2 Work]

INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement (this “Agreement”) is made and entered into on the date last executed below (the “Effective Date”), by and between the CITY OF JOHNSTOWN, OHIO (“JOHNSTOWN”), a political subdivision located in Licking County Ohio and pursuant to its Charter and Ordinances and, the LICKING COUNTY TRANSPORTATION IMPROVEMENT DISTRICT, a transportation improvement district and a body both corporate and politic created pursuant to ORC Chapter 5540 (the “LCTID”).

Recitals:

A. The LCTID is authorized by ORC Chapter 5540 (1) to finance, construct, maintain, repair, and operate street, highway, and other transportation projects and (2) to construct, reconstruct, improve, alter, and repair roads, highways, public places, buildings, and other infrastructure and other transportation projects.

B. The projects undertaken by the LCTID and exercise of its authority, pursuant to ORC Chapter 5540, are essential governmental functions and considered to contribute to the improvement of the prosperity, health, safety, and welfare of the people of Licking County, Ohio and the State, and is consistent with and will promote industry, commerce, distribution, and research activity within the County, the region and the State.

C. JOHNSTOWN and the LCTID, in conjunction with Licking County Engineer’s Office (“LCEO”) and the Ohio Department of Transportation or “ODOT”, have recognized that it is a priority to engage and cooperate to the greatest extent practical, in the development of the transportation improvement project known as the “*State Route 37 & US Route 62 Intersection Improvements Project*” (referred to herein as the “*State Route 37 & US Route 62 Intersection Improvements Project*” or the “Project”), and that the results of a Project Study at the intersection of State Route 37 & US Route 62 have determine the necessary improvements to be made and recommendations have been provided as to said improvements.

D. The Project was incorporated into the LCTID Program, pursuant to ORC Section 5540.03(A)(4) and related ORC sections and designated by action of the LCTID Board of Trustees, and the Parties intend for the LCTID to manage and administer the Project work, in conjunction with JOHNSTOWN, with funding required for the Project to be provided for through revenue sources available by and through ODOT, as further set forth in this Agreement.

E. The LCTID secured reimbursement-based grant funding for the Project through ODOT, as set forth in the ODOT Grant Agreement (as hereinafter defined). Per the terms of the ODOT Grant Agreement, the LCTID has thus far provided the ODOT Funding (as hereinafter defined), as part of this joint effort, to assist in advancing and funding the Project.

F. It is acknowledged and agreed by the Parties that the LCTID will administer and manage the Project, in coordination and in conjunction with JOHNSTOWN, the LCEO and, as appropriate, ODOT, including, but not limited to, the retention of a qualified consultant(s) to provide necessary services to advance the Project.

G. Furthermore, the Parties agree it is most efficient and effective to proceed with the Project improvements in three (3) phases, as follows: 1) *Phase 1*, consisting of a study, preliminary engineering and detailed design which has been completed; 2) *Phase 2* consisting of additional detailed design, utility relocation work, and right of way acquisition, which is subject of this Agreement as hereinafter defined; and 3) *Phase 3* consisting of construction and construction management.

H. It is further acknowledged and agreed to by the Parties that now that the Project's Phase 1 work has been completed, and that the Parties will continue their collaborative efforts in advancing the Phase 2 work subject to the requisite approval of the Parties' respective legislative bodies.

I. The LCTID is specifically authorized by ORC § 5540.03(A)(10) to receive and accept loans and grants for or in aid of the construction, maintenance, or repair of any Project from the federal or any state or local government.

NOW, THEREFORE, in consideration of the premises and the mutual representations and agreements in this Agreement, JOHNSTOWN and the LCTID agree, with the foregoing Recitals incorporated herein by reference and expressly made a binding and integral part of this Agreement, as follows:

Article I Definitions; Construction

Section 1.01. Definitions. As used in this Agreement, the following terms shall have the following meanings, unless the context or use clearly indicates another meaning or intent:

"Agreement" means this Intergovernmental Agreement, as the same may be amended from time to time.

"Business Day" means any day other than a Saturday, Sunday, or legal holiday.

"Day" means a calendar day, unless specifically designated as a Business Day.

"Effective Date" has the meaning given to such term in the introductory paragraph of this Agreement.

"LCTID Management Fee" means the manage fee in the amount of \$15,000, which shall be payable to the LCTID for the work under this Agreement and is a Project Cost Item and will be paid by funds previously committed by JOHNSTOWN for costs of the Project.

"ODOT Funding" means funding specifically allocated to the LCTID by ODOT pursuant to LCTID Grant Agreement No. 39506, in the maximum amount of \$1,000,000.00, for eligible Project Costs and for use, on a reimbursement basis per the ODOT Grant Agreement, on file with the LCTID and ODOT.

"ODOT Grant Agreement" means the ODOT Grant Agreement No. 39506 dated January 9, 2024, entered into between ODOT and the LCTID and procured by the LCTID through

ODOT's Silicon Heartland Regional Transportation Projects program, providing for ODOT funding in the maximum amount of \$1,000,000.00 for eligible Project Cost Items, in the form on file with the LCTID and ODOT.

"Party" means, individually, either JOHNSTOWN, or the LCTID; and "Parties" means, collectively, JOHNSTOWN, or the LCTID.

"Phase 2 Work" means certain Project work, including additional detailed design, utility relocation and right of way acquisition with such services and activities to be performed and managed by and through the LCTID, in cooperation with the LCEO, as more specifically set forth and per documents, and plans on file with the LCTID developed for performance of this work, with the cost of the Phase 2 Work currently estimated to be in an amount not to exceed \$283,284.00 and to be funded from the ODOT Grant.

"Project" means the State Route 37 & US Route 62 Intersection Improvements Project and has the meaning given to such term in Recital C. and as further described and delineated in plans and documents on file with the LCTID and JOHNSTOWN.

"Project Cost Item" or "Project Cost Items" means, for purposes of this Agreement, costs of the Project Work activities, services and/or work items to facilitate and complete the Project Work and includes the LCTID Management fee to facilitated completion of the work.

"ORC" means the Ohio Revised Code, as the same may be amended from time to time.

"State" means the State of Ohio.

"Term" has the meaning given to such term in Section 4.01.

Section 1.02. References to Parties. Any reference in this Agreement to JOHNSTOWN, or the LCTID, or to any members or officers of JOHNSTOWN, or the LCTID, includes those entities or officials succeeding to their functions, duties or responsibilities pursuant to or by operation of law or lawfully performing their functions.

Section 1.03. Statutory References. Any reference in this Agreement to a section or provision of the Constitution of the State, or to a section, provision, or chapter of the ORC shall include such section, provision, or chapter as modified, revised, supplemented, or superseded from time to time; provided, however, that no amendment, modification, revision, supplement, or superseding section, provision, or chapter shall be applicable solely by reason of this Section if it constitutes in any way an impairment of the rights or obligations of JOHNSTOWN, or the LCTID under this Agreement.

Section 1.04. Adverbs; Other References. Unless the context indicates otherwise, the terms "hereof," "hereby," "herein," "hereto," "hereunder," and similar terms used in this Agreement refer to this Agreement; and, unless otherwise indicated, references in this Agreement to articles, sections, subsections, clauses, exhibits, or appendices are references to articles, sections, subsections, clauses, exhibits, or appendices of this Agreement.

Section 1.05. Number and Gender. All terms and words used in this Agreement, regardless of the number and gender in which they are used, shall be deemed and construed to include any other number (singular or plural) and any other gender (masculine, feminine, or neuter) as the context or sense of this Agreement or any article, section, subsection, or clause herein may require, the same as if such words had been fully and properly written in the appropriate number and gender.

Section 1.06. Captions. The captions or headings at the beginning of each article and section of this Agreement are merely guides or labels for the convenience of the Parties to assist in identifying those articles and sections, are not intended to be a part of the context of this Agreement, and shall not be deemed to modify, to explain, to enlarge, or to restrict any of the provisions hereof.

Section 1.07. Ambiguity. The Parties have participated jointly in the negotiation and drafting of this Agreement. Should any ambiguity or question of intent or interpretation arise with respect to any provision of this Agreement, including any exhibit hereto, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring either Party by virtue of the authorship of any of the provisions of this Agreement.

Section 1.08. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law; but, if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

Article II Scope of Agreement

Section 2.01. Cooperation and Consent. The LCTID and JOHNSTOWN acknowledge and agree that the Parties shall cooperate to the greatest extent practical in the development, funding and construction of the Project, which is necessary and will contribute to the improvement of the prosperity, health, safety, and welfare of all of the people of JOHNSTOWN and the County, and, furthermore, JOHNSTOWN expressly consent and approve of the LCTID's administration and management of the Phase 2 Work pursuant to the exercise of its powers and authority pursuant to ORC Chapter 5540 and related sections, in conjunction with JOHNSTOWN and the LCEO, as determined by the LCTID to be necessary and appropriate for the Project and consistent with the terms and conditions of the Agreement.

Section 2.02. General Agreement Regarding Funding and Project Work. JOHNSTOWN and the LCTID acknowledge and agree that:

- (a) The LCTID will administer and manage the Phase 2 Work, in coordination and collaboration with JOHNSTOWN, the LCEO and, as appropriate, ODOT and perform all the related responsibilities thereby required or appropriate, including, but not limited to, the management, administration and performance of the required activities to complete the Phase 2 Work which are contingent upon the LCTID's Secretary-Treasurer determining the requisite funding to do so has been procured

by or on behalf of the LCITD.

Section 2.03. Relationship of the Parties.

- (a) Neither this Agreement nor the relationship among the Parties established pursuant to this Agreement shall constitute or be deemed to be that of a partnership, joint venture, employment, master and servant, or principal and agent. Neither Party shall have any authority to make, and neither Party shall make, any representations, warranties, or statements on behalf of the other Party, and neither Party shall bind, or be liable for the debts or obligations of, the other Party. In the performance of its services hereunder, the LCTID is and shall at all times be an independent contractor, free and clear of any dominion or control by the other Party, except as specifically provided herein. The number of employees, consultants and contractors used by the LCTID in the performance of its obligations hereunder, their selection, and the hours of labor and the compensation for services performed shall be reasonably determined by the LCTID in good faith and in the best interests of the successful completion of the Project Work. Each Party shall pay, and shall be solely responsible for, its operating expenses, including, but not limited to, the wages of its employees and any and all taxes, licenses, and fees levied or assessed on such Party in connection with or incident to the performance of this Agreement by any governmental agency for unemployment compensation insurance, old age benefits, social security or any other taxes on the wages of such Party, its agents, its employees, and its representatives.
- (b) Nothing in this Agreement shall (1) modify, alter, or impair in any way any pre-existing contractual arrangement or agreement between or among JOHNSTOWN, or the LCTID or (2) preclude any Party from entering into other agreements with respect to matters not specifically addressed in this Agreement.

Section 2.04. Extent of Covenants; No Personal Liability. All covenants, obligations, and agreements of the Parties contained in this Agreement shall be effective to the extent authorized and permitted by applicable law. No such covenant, obligation, or agreement shall be deemed to be a covenant, obligation, or agreement of any present or future member, trustee, officer, agent, or employee of any Party in other than his or her official capacity; and neither JOHNSTOWN or the LCTID, or any member of their respective Boards or City Council, nor any official executing this Agreement shall be liable personally under this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement or by reason of the covenants, obligations, or agreements of the Parties contained in this Agreement.

Section 2.05. Liability of the Parties. No Party shall have any liability to any other Party for any mistakes or errors in judgment or for any act or omission believed in good faith to be in the scope of authority conferred upon such other Party by this Agreement.

Section 2.06. No Third-Party Beneficiary. Only the Parties shall have any rights under this Agreement. No other persons or entities shall have any rights under this Agreement or be deemed to be third-party beneficiaries of this Agreement.

Article III Representations and Further Agreements

Section 3.01. Representations of the LCTID. To induce the Parties to enter into this Agreement, the LCTID Board of Trustees represents as follows:

- (a) it is a transportation improvement district and a body both corporate and politic duly organized and validly existing under the laws of the State;
- (b) it has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder;
- (c) the execution, delivery, and performance of this Agreement have been duly authorized by all requisite action on the part of the LCTID and the LCTID Board of Trustees; and this Agreement, when executed and delivered by the LCTID, will constitute a legal, valid, and binding obligation of the LCTID; and
- (d) the execution, delivery, and performance of this Agreement do not, and will not, (1) violate any provision of law applicable to the LCTID or (2) result in a default under any agreement or instrument to which the LCTID is a party or by which it is bound.

Section 3.02. Representations of JOHNSTOWN. To induce the LCTID to enter into this Agreement, the JOHNSTOWN City Council represents as follows:

- (a) it is the duly constituted and duly elected governing body of JOHNSTOWN under the laws of the State;
- (b) it has full power and authority to execute and to deliver this Agreement and to perform its obligations hereunder;
- (c) the execution, delivery, and performance of this Agreement have been duly authorized by all requisite action on the part of JOHNSTOWN; and this Agreement, when executed and delivered by the JOHNSTOWN City Council, will constitute a legal, valid, and binding obligation of JOHNSTOWN;
- (d) it agrees that the LCTID is due compensation from the LCTID Management Fee; and
- (e) the execution, delivery, and performance of this Agreement do not, and will not, (1) violate any provision of law applicable to the JOHNSTOWN or (2) result in a default under any agreement or instrument to which JOHNSTOWN is a party or by which either the JOHNSTOWN City Council or JOHNSTOWN is bound.

Section 3.03. Good Faith and Fair Dealing. The Parties hereby acknowledge that this Agreement imposes upon each of them a duty of good faith and fair dealing in its implementation.

Section 3.04. Notice of Disagreement. The Parties acknowledge and agree that the

performance of certain of the agreements contained herein is to be undertaken in a mutual and cooperative fashion, and, to ensure such cooperative effort, each Party agrees promptly to notify the other of disagreements arising hereunder and to act in good faith to promptly resolve such disagreements.

Section 3.05. Assignment. No Party may assign this Agreement, in whole or in part, voluntarily or involuntarily, by operation of law, or otherwise, without the prior written consent of the other Party, which consent shall not unreasonably be withheld.

Section 3.06. Amendment; Waiver. This Agreement may not be modified, altered, amended, or discharged, or any rights hereunder waived, except by an instrument in writing executed by all Parties. No waiver of any term, provision, or condition of this Agreement, in any one or more instances, shall be deemed to be, or construed as, a further or continuing waiver of any such term, provision, or condition or as a waiver of any other term, provision, or condition of this Agreement.

Article IV Term; Remedies

Section 4.01. Term. This Agreement shall become effective on the Effective Date. Unless sooner terminated pursuant to the other provisions of this Agreement, the term of this Agreement shall be for the period from and after the Effective Date to and including December 31, 2026 (the "Term").

Section 4.02. Termination. If no portion of the Project Work is outstanding and no Project Costs Items remain outstanding and related requirements have been met, this Agreement may terminate, prior to the expiration of the Term, upon the mutual agreement of the Parties to terminate this Agreement, unless it is otherwise amended to proceed with additional Project work.

Article V Miscellaneous

Section 5.01. Time is of the Essence. Time is of the essence in the compliance with the terms and conditions of this Agreement. Whenever, under the terms of this Agreement, the time for performance falls on a Day other than a Business Day, such time for performance shall be on the next Business Day.

Section 5.02. Notices.

- (a) Except as otherwise provided herein, any notice provided for in this Agreement shall be in writing and shall be deemed to have been duly given as follows:
 - (1) upon receipt, when delivered personally to a Party at its address as hereinafter set forth; or
 - (2) one Business Day after being delivered to a reputable overnight courier service, prepaid, marked for next-day delivery to a Party at its address as hereinafter set forth; or

- (3) on the third Business Day after being mailed by United States mail, registered or certified, return receipt requested, postage prepaid, addressed to a Party at its address as hereinafter set forth; or
 - (4) upon confirmation of receipt by telephone at the number specified for confirmation, if sent by facsimile transmission to a Party at its facsimile number as hereinafter set forth.
- (b) All notices to be given to the LCTID pursuant to this Agreement shall be sent to the LCTID at the following address:

The Licking County Transportation Improvement District
c/o Jared Knerr, P.E., P.S.
20 S. Second Street
Johnstown, OH 43055
Facsimile: (740) 670-5295
Email: jknerr@lickingcounty.gov

- (c) All notices to be given to JOHNSTOWN pursuant to this Agreement shall be sent to the JOHNSTOWN at the following address:

City of JOHNSTOWN
c/o Jeffrey Sheridan, City Manager
599 S. Main Street
Johnstown, Ohio 43031
Facsimile (973) 928-1238
Email: jsheridan@johnstownohio.org

- (d) Any Party may at any time change its address and/or facsimile number for such notices, requests, demands, or statements by giving the other Parties written notice thereof in accordance Section 5.02(a) hereof.

Section 5.03. Governing Law; Jurisdiction and Venue. This Agreement shall be governed by the laws of the State of Ohio in all respects, including matters of construction, validity, and performance.

Section 5.04. Entire Agreement. This Agreement (including the recitals and exhibits hereto, which are by this reference incorporated herein and made a part hereof) sets forth all understandings between the Parties respecting the subject matter of this transaction, and all prior agreements, understandings, and representations, whether oral or written, representing this subject matter are merged into and superseded by this written Agreement. No course of prior dealings among the Parties and no usage of trade shall be relevant or admissible to supplement, to explain, or to vary any of the terms of this Agreement.

Section 5.05. Binding Effect. This Agreement, and the terms, covenants, and conditions hereof, shall be binding upon and inure to the benefit of the Parties and, subject to the prohibitions

of assignment set forth herein, their respective administrators, successors, and assigns.

Section 5.06. Counterparts; Facsimile Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. It shall not be necessary in proving this Agreement to produce or account for more than one of those counterparts. The Parties further agree that facsimile signatures and signatures provided electronically in .pdf format by the Parties shall be binding to the same extent as original signatures.

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered for, in the name of, and on behalf of the Parties by their duly authorized officers, all as of the Effective Date.

LCTID:
THE LICKING COUNTY
TRANSPORTATION IMPROVEMENT
DISTRICT

By: _____
Secretary-Treasurer

JOHNSTOWN:
THE CITY OF JOHNSTOWN, OHIO

By: _____
City Manager

By Ordinance No. _____ dated _____, 2026
Verified and Certified:

Clerk of Council

Approved as to Form:

City Director of Law



RESOLUTION 2026-30

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN
INTERGOVERNMENTAL AGREEMENT WITH THE LICKING COUNTY TRANSPORTATION
IMPROVEMENT DISTRICT**

WHEREAS, Johnstown and the Licking County Transportation Improvement District (LCTID), in conjunction with Licking County Engineer's Office (LCEO) and the Ohio Department of Transportation or "ODOT", have recognized that it is a priority to engage and cooperate to the greatest extent practical, in the development of the transportation improvement project known as the "*Mink Street/Duncan Plains Road Improvements Project (PID 119726)*", with includes a proposed roundabout at the intersection of Mink Street and Duncan Plains Road to improve safety and efficiency at that intersection and additional work along Mink and Duncan Plains; and

WHEREAS, The Project was incorporated into the LCTID Program, pursuant to ORC Section 5540.03(A)(4) and related ORC sections and designated by action of the LCTID Board of Trustees, and the Parties intend for the LCTID to manage and administer the Project work, in conjunction with JOHNSTOWN, with funding required for the Project to be provided for through revenue sources available by and through JOHNSTOWN and ODOT; and

WHEREAS, The LCTID secured reimbursement-based grant funding for the Project through ODOT. Per the terms of the ODOT Grant Agreement, the LCTID intends to provide the ODOT Funding as part of this joint effort, to assist in advancing and funding the Project Study Work. JOHNSTOWN intends to provide an advance of funding to the LCTID for certain Steel Casing Pipes under the roundabout being constructed at the intersection of Mink and Duncan Plains roads, in the amount of \$120,000.00 as is required by the LCTID to pay for Project Cost Items, and for accessing the ODOT Grant Funding, for which the LCTID will seek reimbursement of related Project costs.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF JOHNSTOWN, STATE OF OHIO, AND THE MAJORITY OF THE MEMBERS ELECTED THERETO CONCURRING THAT:

Section One: The City of Johnstown Council authorizes the City Manager or designee to enter into the attached Intergovernmental Agreement with the Licking County Transportation Improvement District (LCTID) for the Mink Street/Duncan Plains Road Improvements Project.

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

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

By: _____

Mayor Tiffany Hollis

ATTEST TO:

APPROVED AS TO FORM:

Teresa Monroe, Clerk of Council

Yazan Ashrawi, Law Director

**INTERGOVERNMENTAL
AGREEMENT 2026-07**

By and Between

THE CITY OF JOHNSTOWN, LICKING COUNTY, OHIO

And

THE LICKING COUNTY TRANSPORTATION
IMPROVEMENT DISTRICT

[Mink Street/Duncan Plains Road Improvements Project]
PID 119726 and PID 119740

INTERGOVERNMENTAL AGREEMENT 2026-07

This Intergovernmental Agreement 2026-07 (this “Agreement”) is made and entered into on the date last executed below (the “Effective Date”), by and between the CITY OF JOHNSTOWN, OHIO (“JOHNSTOWN”), a political subdivision located in Licking County Ohio and pursuant to its Charter and Ordinances and, the LICKING COUNTY TRANSPORTATION IMPROVEMENT DISTRICT, a transportation improvement district and a body both corporate and politic created pursuant to ORC Chapter 5540 (the “LCTID”).

Recitals:

A. The LCTID is authorized by ORC Chapter 5540 (1) to finance, construct, maintain, repair, and operate street, highway, and other transportation projects and (2) to construct, reconstruct, improve, alter, and repair roads, highways, public places, buildings, and other infrastructure and other transportation projects.

B. The projects undertaken by the LCTID and exercise of its authority, pursuant to ORC Chapter 5540, are essential governmental functions and considered to contribute to the improvement of the prosperity, health, safety, and welfare of the people of Licking County, Ohio and the State, and is consistent with and will promote industry, commerce, distribution, and research activity within the County, the region and the State.

C. JOHNSTOWN and the LCTID, in conjunction with Licking County Engineer’s Office (“LCEO”), have recognized that it is a priority to engage and cooperate to the greatest extent practical, in the development of the transportation improvement project known as the *Mink Street/Duncan Plains Road Improvements Project* (PID 119726) which includes a proposed roundabout at the intersection of Mink Street and Duncan Plains Road to improve safety and efficiency at that intersection and additional work along Mink and Duncan Plains (PID 119740) with said roadway to be open and to serve the public, without charge, and as further set forth, described and designed on the project documents and plans on file with the LCTID, ODOT and the Licking County Engineer’s Office (“LCEO”) (referred to hereafter as the “Mink Street/Duncan Plains Road Improvements Project” or the “Project”);

D. The Project was incorporated into the LCTID Program, pursuant to ORC Section 5540.03(A)(4) and related ORC sections and designated by action of the LCTID Board of Trustees, and the Parties intend for the LCTID to manage and administer the Project work, with funding required for the Project to be provided for through revenue sources available by and through the Licking County Board of Commissioners and the LCEO the Ohio Department of Transportation (“ODOT”).

E. The LCTID secured funding for the Project through ODOT, as set forth in various ODOT grant agreements, and per the terms of the ODOT Grant Agreements, the LCTID intends to provide the ODOT funding to advance and fund the Project.

F. It is acknowledged and agreed by the Parties that the LCTID will administer and manage the Project, in coordination and in conjunction with JOHNSTOWN, the LCEO and ODOT, including, but not limited to, the retention of a qualified consultant(s) and contractors to

provide necessary design, right of way, construction and construction inspection services to complete the Project with requisite funding for the Project being funded through the ODOT grants.

G. The LCTID is specifically authorized by ORC § 5540.03(A)(10) to receive and accept loans and grants for or in aid of the construction, maintenance, or repair of any Project from the federal or any state or local governments.

NOW, THEREFORE, in consideration of the premises and the mutual representations and agreements in this Agreement, JOHNSTOWN and the LCTID agree, with the foregoing Recitals incorporated herein by reference and expressly made a binding and integral part of this Agreement, as follows:

Article I Definitions; Construction

Section 1.01. Definitions. As used in this Agreement, the following terms shall have the following meanings, unless the context or use clearly indicates another meaning or intent:

“Agreement” means this Intergovernmental Agreement, as the same may be amended from time to time.

“Business Day” means any day other than a Saturday, Sunday, or legal holiday.

“Day” means a calendar day, unless specifically designated as a Business Day.

“Effective Date” has the meaning given to such term in the introductory paragraph of this Agreement.

“Johnstown Funding Commitment” means the amount, currently estimated at \$120,000, JOHNSTOWN will contribute to the project to fund certain Steel Casing Pipes under the roundabout being constructed at the intersection of Mink and Duncan Plains roads.

“Party” means, individually, either JOHNSTOWN, or the LCTID; and *“Parties”* means, collectively, JOHNSTOWN, or the LCTID.

“Project” means the Mink Street/Duncan Plains Road Improvement Project and has the meaning given to such term in Recital C.

“ORC” means the Ohio Revised Code, as the same may be amended from time to time.

“State” means the State of Ohio.

“Term” has the meaning given to such term in Section 4.01.

“Work” means all the work necessary to plan, design, acquire right of way for and build the Project.

Section 1.02. Exhibits. None

Section 1.03. References to Parties. Any reference in this Agreement to JOHNSTOWN,

or the LCTID, or to any members or officers of JOHNSTOWN, or the LCTID, includes those entities or officials succeeding to their functions, duties or responsibilities pursuant to or by operation of law or lawfully performing their functions.

Section 1.04. Statutory References. Any reference in this Agreement to a section or provision of the Constitution of the State, or to a section, provision, or chapter of the ORC shall include such section, provision, or chapter as modified, revised, supplemented, or superseded from time to time; provided, however, that no amendment, modification, revision, supplement, or superseding section, provision, or chapter shall be applicable solely by reason of this Section if it constitutes in any way an impairment of the rights or obligations of JOHNSTOWN, or the LCTID under this Agreement.

Section 1.05. Adverbs; Other References. Unless the context indicates otherwise, the terms “hereof,” “hereby,” “herein,” “hereto,” “hereunder,” and similar terms used in this Agreement refer to this Agreement; and, unless otherwise indicated, references in this Agreement to articles, sections, subsections, clauses, exhibits, or appendices are references to articles, sections, subsections, clauses, exhibits, or appendices of this Agreement.

Section 1.06. Number and Gender. All terms and words used in this Agreement, regardless of the number and gender in which they are used, shall be deemed and construed to include any other number (singular or plural) and any other gender (masculine, feminine, or neuter) as the context or sense of this Agreement or any article, section, subsection, or clause herein may require, the same as if such words had been fully and properly written in the appropriate number and gender.

Section 1.07. Captions. The captions or headings at the beginning of each article and section of this Agreement are merely guides or labels for the convenience of the Parties to assist in identifying those articles and sections, are not intended to be a part of the context of this Agreement, and shall not be deemed to modify, to explain, to enlarge, or to restrict any of the provisions hereof.

Section 1.08. Ambiguity. The Parties have participated jointly in the negotiation and drafting of this Agreement. Should any ambiguity or question of intent or interpretation arise with respect to any provision of this Agreement, including any exhibit hereto, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring either Party by virtue of the authorship of any of the provisions of this Agreement.

Section 1.09. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law; but, if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

Article II Scope of Agreement

Section 2.01. Cooperation and Consent. The LCTID, JOHNSTOWN, and acknowledge and agree that the Parties shall cooperate to the greatest extent practical in the development,

funding and construction of the Project, which is necessary and will contribute to the improvement of the prosperity, health, safety, and welfare of all of the people of JOHNSTOWN, and, furthermore, JOHNSTOWN expressly consent and approve of the LCTID's administration and management of the Project to the exercise of its powers and authority pursuant to ORC Chapter 5540 and related sections, including its exercise of the powers of eminent domain, in conjunction with the LCEO, as determined by the LCTID to be necessary and appropriate for the Project and consistent with the terms and conditions of the Agreement, so as to facilitate the development, acquisition and construction of the Project in their respective jurisdictions. It is further hereby noted that the project extends into the jurisdictions of JOHNSTOWN.

Section 2.02. General Agreement Regarding the Project. JOHNSTOWN and the LCTID acknowledge and agree that the LCTID will administer and manage the Project, in coordination and collaboration with JOHNSTOWN and the LCEO, and perform all the related responsibilities thereby required or appropriate, including, but not limited to, the management, administration and performance of activities required to perform the Work, including retention of a qualified consultant services firm(s) or contractors to complete and deliver the Project.

Section 2.03. Relationship of the Parties.

- (a) Neither this Agreement nor the relationship among the Parties established pursuant to this Agreement shall constitute or be deemed to be that of a partnership, joint venture, employment, master and servant, or principal and agent. Neither Party shall have any authority to make, and neither Party shall make, any representations, warranties, or statements on behalf of the other Party, and neither Party shall bind, or be liable for the debts or obligations of, the other Party. In the performance of its services hereunder, the LCTID is and shall at all times be an independent contractor, free and clear of any dominion or control by the other Party, except as specifically provided herein. The number of employees, consultants and contractors used by the LCTID in the performance of its obligations hereunder, their selection, and the hours of labor and the compensation for services performed shall be reasonably determined by the LCTID in good faith and in the best interests of the successful completion of the Project. Each Party shall pay, and shall be solely responsible for, its operating expenses, including, but not limited to, the wages of its employees and any and all taxes, licenses, and fees levied or assessed on such Party in connection with or incident to the performance of this Agreement by any governmental agency for unemployment compensation insurance, old age benefits, social security or any other taxes on the wages of such Party, its agents, its employees, and its representatives.
- (b) Nothing in this Agreement shall (1) modify, alter, or impair in any way any pre-existing contractual arrangement or agreement between or among JOHNSTOWN, or the LCTID or (2) preclude any Party from entering into other agreements with respect to matters not specifically addressed in this Agreement.

Section 2.04. Extent of Covenants; No Personal Liability. All covenants, obligations, and agreements of the Parties contained in this Agreement shall be effective to the extent authorized and permitted by applicable law. No such covenant, obligation, or agreement shall be

deemed to be a covenant, obligation, or agreement of any present or future member, trustee, officer, agent, or employee of any Party in other than his or her official capacity; and neither JOHNSTOWN or the LCTID, or any member of their respective Boards or City Council, nor any official executing this Agreement shall be liable personally under this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement or by reason of the covenants, obligations, or agreements of the Parties contained in this Agreement.

Section 2.05. Liability of the Parties. No Party shall have any liability to any other Party for any mistakes or errors in judgment or for any act or omission believed in good faith to be in the scope of authority conferred upon such other Party by this Agreement.

Section 2.06. No Third-Party Beneficiary. Only the Parties shall have any rights under this Agreement. No other persons or entities shall have any rights under this Agreement or be deemed to be third-party beneficiaries of this Agreement.

Article III Representations and Further Agreements

Section 3.01. Representations of the LCTID. To induce the Parties to enter into this Agreement, the LCTID Board of Trustees represents as follows:

- (a) it is a transportation improvement district and a body both corporate and politic duly organized and validly existing under the laws of the State;
- (b) it has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder;
- (c) the execution, delivery, and performance of this Agreement have been duly authorized by all requisite action on the part of the LCTID and the LCTID Board of Trustees; and this Agreement, when executed and delivered by the LCTID, will constitute a legal, valid, and binding obligation of the LCTID; and
- (d) the execution, delivery, and performance of this Agreement do not, and will not, (1) violate any provision of law applicable to the LCTID or (2) result in a default under any agreement or instrument to which the LCTID is a party or by which it is bound.

Section 3.02. Representations of JOHNSTOWN. To induce the LCTID to enter into this Agreement, the JOHNSTOWN City Council represents as follows:

- (a) it is the duly constituted and duly elected governing body of JOHNSTOWN under the laws of the State;
- (b) it has full power and authority to execute and to deliver this Agreement and to perform its obligations hereunder;
- (c) it shall provide the *Johnstown Funding Commitment* to the LCTID by June 1, 2026, and further agrees to pay additional reasonable amounts necessary to build the Steel Casing Pipes underneath the roundabout at the Mink and Duncan Plains intersection

and recognizes construction of the Steel Casing Pipes is expressly conditioned upon receipt of the LCTID of the *Johnstown Funding Commitment*;

- (d) the execution, delivery, and performance of this Agreement have been duly authorized by all requisite action on the part of JOHNSTOWN; and this Agreement, when executed and delivered by the JOHNSTOWN City Council, will constitute a legal, valid, and binding obligation of JOHNSTOWN; and
- (e) the execution, delivery, and performance of this Agreement do not, and will not, (1) violate any provision of law applicable to the JOHNSTOWN or (2) result in a default under any agreement or instrument to which JOHNSTOWN is a party or by which either the JOHNSTOWN City Council or JOHNSTOWN is bound.

Section 3.03. Good Faith and Fair Dealing. The Parties hereby acknowledge that this Agreement imposes upon each of them a duty of good faith and fair dealing in its implementation.

Section 3.04. Notice of Disagreement. The Parties acknowledge and agree that the performance of certain of the agreements contained herein is to be undertaken in a mutual and cooperative fashion, and, to ensure such cooperative effort, each Party agrees promptly to notify the other of disagreements arising hereunder and to act in good faith to promptly resolve such disagreements.

Section 3.05. Assignment. No Party may assign this Agreement, in whole or in part, voluntarily or involuntarily, by operation of law, or otherwise, without the prior written consent of the other Party, which consent shall not unreasonably be withheld.

Section 3.06. Amendment; Waiver. This Agreement may not be modified, altered, amended, or discharged, or any rights hereunder waived, except by an instrument in writing executed by all Parties. No waiver of any term, provision, or condition of this Agreement, in any one or more instances, shall be deemed to be, or construed as, a further or continuing waiver of any such term, provision, or condition or as a waiver of any other term, provision, or condition of this Agreement.

Article IV Term; Remedies

Section 4.01. Term. This Agreement shall become effective on the Effective Date. Unless sooner terminated pursuant to the other provisions of this Agreement, the term of this Agreement shall be for the period from and after the date of the last signatory to this agreement to and including December 31, 2027 (the “Term”).

Section 4.02. Termination. If no portion of the Project is outstanding and no Project Costs remain outstanding and related requirements have been met, this Agreement may terminate, prior to the expiration of the Term, upon the mutual agreement of the Parties to terminate this Agreement.

Article V Miscellaneous

Section 5.01. Time is of the Essence. Time is of the essence in the compliance with the terms and conditions of this Agreement. Whenever, under the terms of this Agreement, the time

for performance falls on a Day other than a Business Day, such time for performance shall be on the next Business Day.

Section 5.02. Notices.

- (a) Except as otherwise provided herein, any notice provided for in this Agreement shall be in writing and shall be deemed to have been duly given as follows:
 - (1) upon receipt, when delivered personally to a Party at its address as hereinafter set forth; or
 - (2) one Business Day after being delivered to a reputable overnight courier service, prepaid, marked for next-day delivery to a Party at its address as hereinafter set forth; or
 - (3) on the third Business Day after being mailed by United States mail, registered or certified, return receipt requested, postage prepaid, addressed to a Party at its address as hereinafter set forth; or
 - (4) upon confirmation of receipt by telephone at the number specified for confirmation, if sent by facsimile transmission to a Party at its facsimile number as hereinafter set forth.
- (b) All notices to be given to the LCTID pursuant to this Agreement shall be sent to the LCTID at the following address:

The Licking County Transportation Improvement District
c/o Jared Knerr, P.E., P.S.
20 S. Second Street
Johnstown, OH 43055
Facsimile: (740) 670-5295
Email: jknerr@lickingcounty.gov
- (c) All notices to be given to JOHNSTOWN pursuant to this Agreement shall be sent to the JOHNSTOWN at the following address:

City of JOHNSTOWN
c/o Jeffrey Sheridan, City Manager
599 S. Main Street
Johnstown, Ohio 43031
Facsimile (937) 928-1238
Email: jsheridan@johnstownohio.org
- (d) Any Party may at any time change its address and/or facsimile number for such notices, requests, demands, or statements by giving the other Parties written notice thereof in accordance Section 5.02(a) hereof.

Section 5.03. Governing Law; Jurisdiction and Venue. This Agreement shall be governed by the laws of the State of Ohio in all respects, including matters of construction, validity, and performance.

Section 5.04. Entire Agreement. This Agreement (including the recitals and exhibits hereto, which are by this reference incorporated herein and made a part hereof) sets forth all understandings between the Parties respecting the subject matter of this transaction, and all prior agreements, understandings, and representations, whether oral or written, representing this subject matter are merged into and superseded by this written Agreement. No course of prior dealings among the Parties and no usage of trade shall be relevant or admissible to supplement, to explain, or to vary any of the terms of this Agreement.

Section 5.05. Binding Effect. This Agreement, and the terms, covenants, and conditions hereof, shall be binding upon and inure to the benefit of the Parties and, subject to the prohibitions of assignment set forth herein, their respective administrators, successors, and assigns.

Section 5.06. Counterparts; Facsimile Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. It shall not be necessary in proving this Agreement to produce or account for more than one of those counterparts. The Parties further agree that facsimile signatures and signatures provided electronically in .pdf format by the Parties shall be binding to the same extent as original signatures.

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered for, in the name of, and on behalf of the Parties by their duly authorized officers, all as of the Effective Date.

LCTID:
THE LICKING COUNTY
TRANSPORTATION IMPROVEMENT
DISTRICT

By: _____
Secretary-Treasurer

JOHNSTOWN:
THE CITY OF JOHNSTOWN, OHIO

By: _____
City Administrator

By Ordinance No. _____ dated _____, 2026
Verified and Certified:

Clerk of Council

Approved as to Form:

City Director of Law



RESOLUTION 2026-31

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A
MEMORANDUM OF UNDERSTANDING WITH THE JOHNSTOWN-MONROE SCHOOL
DISTRICT**

WHEREAS, The City of Johnstown and the Johnstown-Monroe School District wish to enter into a Memorandum of Understanding to allow the District to continue construction activities on three sites in the City while certain fees and regulatory processes are being worked out; and

WHEREAS, The City believes it is in its best interest to enter into this MOU with the District and wishes to do so.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF JOHNSTOWN, STATE OF OHIO, AND THE MAJORITY OF THE MEMBERS ELECTED THERETO CONCURRING THAT:

Section One: The City of Johnstown Council authorizes the City Manager or designee to enter into the attached Memorandum of Understanding (or a version substantially similar to the same) with the Johnstown-Monroe School District.

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

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

By: _____

Mayor Tiffany Hollis

ATTEST TO:

APPROVED AS TO FORM:

Teresa Monroe, Clerk of Council

Yazan Ashrawi, Law Director

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into by and between the City of Johnstown, Ohio ("City") and the Johnstown-Monroe Local School District ("District"), for the purpose of facilitating limited, time-sensitive sitework and utility improvements at certain District facilities within the City. The City and the District may be referred to individually as a Party and together as the Parties.

Recitals

Whereas, the District is currently engaged in construction activity at three facilities, identified as the North Campus, West Campus, and Multipurpose Building, all within the City; and

Whereas, the District, through its contractor, mobilized on each site, but had to pause its construction activities for various reasons; and

Whereas, the District is seeking to begin sitework operations at each of the sites, including moving dirt and installing utilities, as soon as possible; and

Whereas, the District has requested the City's agreement and understanding on a few issues to expedite sitework, those issues being identifying and finalizing the cost of tap fees and connection charges as well as expediting final review and approval of plans; and

Whereas, the City desires to work with the District to authorize the District, through its contractor, to proceed with specified sitework and utility-related construction activities at three (3) District facilities prior to final determination and payment of applicable tap fees and connection charges, and while certain plan reviews are being finalized; and

Whereas, this MOU is intended to be temporary and facilitative in nature, allowing work to proceed in order to avoid construction delays, workforce remobilization issues, and anticipated cost increases, while preserving the City's regulatory authority and the Parties' ability to finalize all required approvals, fees, and agreements.

Agreement

The Parties acknowledge the accuracy of the above Recitals and incorporate both the Recitals and the terms and conditions of the MOU as if both are fully rewritten herein, and further agree as follows:

1. Project Sites. This MOU applies solely to the following District-owned facilities within the City:

1. North Campus
2. West Campus
3. Multipurpose Building

2. Authorized Work.

A. Utility Work Prior to Final Tap Fee Determination:

Subject to the terms of this MOU, the City authorizes the District, through its contractor Robertson (or another contractor approved by the District), to begin utility-related construction activities as outlined below, notwithstanding that applicable tap fees and connection charges have not yet been finalized. The following work shall be authorized for each of the sites to proceed while the Parties finalize final tap fees:

North Campus

- Reconnection to one (1) existing 4-inch water tap along Oregon Street, including installation of a 1-inch water meter and extension of service to a new press box/restroom building.
- Reconnection to an existing sanitary tap or manhole along Maple Street using a new 6-inch sanitary line.

West Campus

- Installation of a new 2-inch water line from the existing District water main at the High School to a new concession building west of the stadium.
- Installation of a new 6-inch sanitary line from the existing District lift station to the new concession building.

Multipurpose Building

- Installation of a new 2-inch water line from the City main along State Route 37 to a new multipurpose building.
- Installation of a new sanitary manhole east of the multipurpose building on the existing sanitary main serving the City Building, such that sanitary service is reconfigured to serve two District-owned buildings through a shared system.

Nothing in this MOU shall be construed as a waiver of the City's right to assess, calculate, or collect applicable tap fees, connection charges, inspection fees, or other lawful charges.

B. Plan Review and Early Site Activities – Multipurpose Building

The City agrees to continue working expeditiously with the District and the District's architect/engineer to finalize plan review comments for the Multipurpose Building improvements.

Pending final plan approval and issuance of building and engineering permits, the City authorizes the District and its contractor to engage in the following limited early activities at the Multipurpose Building:

- Mobilization of construction equipment;
- Installation of erosion and sediment control measures;
- Establishment of a construction laydown area east of the new multipurpose building and parking lot.
- Stockpiling of stone materials on-site.

This authorization is intended to mitigate anticipated material price increases and does not constitute final plan approval or permit issuance.

3. Reservation of Regulatory Authority.

Nothing in this MOU:

- Waives or limits the City's police powers, engineering authority, or regulatory authority;
- Constitutes final acceptance or approval of any plans, permits, or installations;
- Alters the City's ordinances, standard specifications, or inspection requirements;
- or
- Relieves the District or its contractor from complying with all applicable laws, ordinances, codes, and regulations.

All work performed pursuant to this MOU remains subject to City Codified Ordinances, rules, regulations, inspection, and correction.

4. Fees and Costs.

The District acknowledges that all applicable water, sewer, tap, connection, inspection, and related fees will be determined by the City in accordance with applicable ordinances and policies. The District agrees to pay such fees once finalized, without regard to whether work authorized herein has commenced or been completed.

5. Term and Termination.

This MOU shall become effective upon execution by both Parties and shall remain in effect until the earlier of:

- Final approval and permitting of the improvements described herein; or
- Written termination by either Party upon reasonable notice.

Termination shall not relieve the District from payment of any fees or compliance obligations accrued prior to termination.

6. Miscellaneous.

- A. Governing Law. This MOU shall be governed by and construed in accordance with the laws of the State of Ohio, and venue for any claim relating to said MOU shall be an applicable court in Licking County, Ohio.
- B. Relationship of the Parties. Nothing in this MOU shall be construed by the Parties or any third party as creating a relationship between the Parties as a partnership, association, joint venture, or anything other than what is outlined in this MOU. This MOU does not confer any benefits on any third party.
- C. Entire Agreement. This MOU contains the entire agreement between the Parties, and it is expressly understood and agreed that no promises, provisions, terms, warranties, conditions, or obligations whatsoever, either express or implied, other than herein set forth, shall be binding upon either Party.
- D. Severability. If a court of competent jurisdiction determines that any provision of this MOU is either invalid or unenforceable, the remaining provisions shall remain in full force and effect. The Parties shall negotiate in good faith to create and amend this MOU with a replacement term that is as close as legally and reasonably practicable to the Term.
- E. Paragraph Headings. Paragraph headings are inserted in this MOU for convenience only and shall not be used in interpreting this MOU.

- F. Amendments and Modifications. No amendments or modifications of this MOU shall be valid or binding upon either Party unless it is made in writing, cites to this MOU, and is signed by both Parties.
- G. Multiple Originals. This MOU may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute but one and the same instrument.
- H. Facsimile or Electronic Signatures. A facsimile or electronic version of this MOU containing signatures of the parties hereto shall constitute an original document for all purposes.

[signatures on following page]

IN WITNESS WHEREOF, the Parties have caused this MOU to be executed by their duly authorized representatives.

CITY OF JOHNSTOWN, OHIO

By: _____

Name: _____

Title: _____

Date: _____

Approve as to Form:

City of Johnstown, Law Director

JOHNSTOWN-MONROE LOCAL SCHOOL DISTRICT

By: _____

Name: _____

Title: _____

Date: _____

0130654.0623330 4925-3870-0707v1



RESOLUTION 2026-32

**A RESOLUTION TO INITIATE AN AMENDMENT TO CHAPTER 1165 OF THE CITY'S
CODIFIED ORDINANCES**

WHEREAS, The City of Johnstown has identified a need and opportunity to amend Chapter 1165 of the Codified Ordinances, which governs Planned Development PD Districts; and

WHEREAS, The proposed changes include changes to the substance and process for making additions to an existing Planned Development District as well as a new term to create the opportunity for a housing bank and process for a replacement Planned Development District; and

WHEREAS, The City Council hereby seeks to initiate these proposed changes under Section 1137.02(b) of the Codified Ordinances.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF JOHNSTOWN, STATE OF OHIO, AND THE MAJORITY OF THE MEMBERS ELECTED THERETO CONCURRING THAT:

Section One: The City of Johnstown Council hereby initiates the proposed changes to the Zoning Ordinance consistent with the attached Exhibit A.

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

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

By: _____

Mayor Tiffany Hollis

ATTEST TO:

APPROVED AS TO FORM:

Teresa Monroe, Clerk of Council

Yazan Ashrawi, Law Director

Exhibit A

CHAPTER 1165

Planned Development PD District

1165.01 Purpose and application.

1165.02 Establishment of Planned Development District.

1165.03 Permitted and conditional uses.

1165.04 Standards - generally.

1165.05 Project phasing.

1165.06 Procedures.

1165.07 Plan approval criteria.

1165.08 Submission requirements.

1165.09 Special PD requirements for parkland and privately owned open space.

CROSS REFERENCES

Conditional uses - see P. & Z. Ch. 1131

Amendments - see P & Z. Ch. 1137

1165.01 PURPOSE AND APPLICATION.

(a) Purpose. The Planned Development (PD) District regulations are intended to provide flexibility and creativity in terms of the types of uses and improvements that may be developed and operated within a particular area. The purposes of the PD District regulations are to:

(1) Facilitate master planning to provide for cohesive development across multiple properties;

(2) Provide an opportunity for a mix of land uses otherwise not permitted within standard municipal zoning district classifications to facilitate the development and operation of uses in a manner that reflect modern needs, market trends, and preferences.

(3) Allow for the creation of development standards that respect the unique characteristics and qualities of a property and the immediate vicinity and protect the community's natural resources.

(4) Enable more specific reviews of certain design characteristics to ensure that a development project is properly integrated into its surroundings and is compatible with or complimentary to adjacent development.

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(5) Assure compatibility between proposed land uses within and around the Planned Development District through appropriate development controls.

(6) Pursue the goals of the City as defined in the city's major policies and plans like the comprehensive land use plan. .

(7) Promote economical and efficient use of land and reduce infrastructure extension and long-term maintenance costs through unified development.

(8) Provide for supporting community amenities such as (but not limited to) parkland, paths, open spaces, and tree preservation areas.

(9) Establish objective criteria for development plan review that ensure conformity to community and district standards and allow for consistent treatment throughout.

(10) Encourage proper relationships between buildings, other developments, structures, and land, and develop in an orderly, coordinated, and comprehensive manner.

(11) Encourage unified development projects that exhibit creative, holistic, and superior planning and design in ways that cannot be achieved through a standard zoning district.

(12) Implement predictable and timely review procedures applicable to Planned Development Districts.

(b) Application. The Planned Development District regulations assist in accomplishing the above purposes by establishing review steps that combine the request for a zoning of real property with the development plan review process and, when applicable, the subdivision process.

(1) Separate Districts. Each Planned Development District shall be considered a separate and unique zoning district wherein a preliminary development plan (a "Preliminary Development Plan"), including (but not limited to) an associated written text providing the specific development standards applicable to the PD District (a "Zoning Text"), is adopted. The Preliminary Development Plan shall pertain only to the property within the particular PD District to which it applies. The approval of a Preliminary Development Plan application also shall constitute a zoning amendment to a PD zoning designation for the property that is the subject of the application.

(2) PD Supersedes Other Provisions. Planned Development Districts adopted and established in accordance with the provisions of this chapter shall take precedence over any conflicting regulations contained in the City's Planning and Zoning Code and/or Subdivision Regulations.

(c) Ownership/Control. A Planned Development District shall be an integrated, unified development project wherein the entire project area that is the subject of a single application shall be in common or shared ownership and/or control at the time the application for Preliminary Development Plan approval is filed. Any transfer of land within the Planned Development District resulting in ownership within the development by additional or other parties after an application has been filed shall not alter the

applicability of the regulations contained herein. An approved Preliminary Development Plan shall be binding upon property owners and their successors and assigns.

(d) Eligibility. For property to be eligible to be classified with the PD designation, it must be included within a Preliminary Development Plan application pertaining to a minimum of three hundred fifty (350) acres, which must be contiguous to one another. Properties separated by a public right-of-way shall be contiguous for purposes of this provision.

(e) Additions. At any time after a Preliminary Development Plan application containing a minimum of three hundred fifty (350) acres has been approved so as to apply the PD designation thereto, separate property will be eligible, but not guaranteed, to be zoned as an addition to the same PD, regardless of whether or not it is contiguous to any of the acreage contained within that PD, if any of the following apply: (i) at least 25% of the acreage contained within the separate property is owned or controlled by the same applicant or an affiliated business entity of the same applicant that filed the original PD application; ~~or~~ (ii) the separate property is under common ownership with a portion of other real property that is already zoned with that PD designation; or (iii) the separate property is proposed to receive a transfer of some or all of the residential use and development rights (including, but not limited to, multi-family) from the existing PD while removing them in whole or in part from the existing PD. In addition, non-contiguous separate real property that is not contiguous with a boundary of an existing PD shall be eligible to be added to the existing PD only if any portion of the boundary of the separate property to be added is located within ~~one-half~~ two miles of a boundary of the existing PD.

(Ord. -2026. Passed - -2026.)

1165.02 ESTABLISHMENT OF PLANNED DEVELOPMENT DISTRICT.

A Planned Development District shall be established according to the following:

(a) Zoning. A request for zoning land to a Planned Development District classification shall be made according to this Chapter 1165 by filing a Preliminary Development Plan application. All properties with a PD classification shall be designated on the zoning map as "PD" plus initials of the development name. The development name can be assigned by the applicant or can be assigned by the City Manager as a unique identifier for the project through its application and construction phases.

(b) Preliminary Development Plan. A Preliminary Development Plan application shall be reviewed by the Planning and Zoning Commission and City Council in accordance with this Chapter 1165. An action by City Council to approve, approve with conditions, or disapprove a Preliminary Development Plan application shall be deemed to constitute the act of zoning and shall be considered to be a legislative action.

(c) Final Development Plan. Final development plans (each, a "Final Development Plan") shall be reviewed and acted upon for all proposed developments which are not Major Economic Development Projects (such term being defined in Section 1165.06(j)) by the relevant reviewing body in accordance with this Chapter 1165. A Final Development Plan application may include the entirety of the PD District, or it may be submitted for part of

the PD District in accord with any commitments that were made in the approved Preliminary Development Plan with regard to the phasing of development. All uses and developments within a PD District which are not Major Economic Development Projects shall comply with an approved Final Development Plan. An action by the relevant reviewing body to approve, approve with conditions, or disapprove a Final Development Plan application (or a permitted modification to or amendment thereof) shall be deemed to constitute an administrative action.

(d) Certificate of Development Approval. A certificate of development approval ("CODA") shall be reviewed and acted upon for all Major Economic Development Projects (such term being defined in Section 1165.06(j)) by the Administrative Board of Review (such term being defined in Section 1165.06(k)). Each use and development within a PD District which qualifies as a Major Economic Development Project shall comply with an approved CODA. An action by the Administrative Board of Review to approve, approve with conditions, or disapprove a CODA application (or a permitted modification to or amendment thereof) shall be deemed to constitute an administrative action.

(e) Plats. When a plat is necessary or required it shall be reviewed in accordance with the City's Subdivision Regulations (see Part Eleven - Planning and Zoning Code, Title One. Subdivision Regulations in the City of Johnstown Codified Ordinance). An application for preliminary plat review and approval may be filed at the same time as an application for Preliminary Development Plan review and approval or Final Development Plan review and approval, or may be filed at a later date. An application for final plat review and approval may be filed at the same time as an application for Final Development Plan review and approval or may be filed at a later date.

(f) Expiration of Preliminary Development Plan and Zoning Text. Given the nature of the PD District as providing for a Preliminary Development Plan and Zoning Text having unique features suited to a particular time, the approval of a Preliminary Development Plan and Zoning Text shall expire on the third anniversary of City Council approval of the Preliminary Development Plan and Zoning Text unless construction has commenced on at least the first phase prior to that date. Further, unless construction has commenced on at least seventy percent (70%) of the total acreage of the PD District, the approval of a Preliminary Development Plan and Zoning Text shall expire as to property on which construction has not commenced, on the eighth anniversary of Council approval. At any time prior to expiration, the applicant may request and Council may grant an extension of the Preliminary Development Plan and Zoning Text approval for good cause shown.

Upon expiration of Preliminary Development Plan and Zoning Text approvals, the property will retain its PD District zoning, but no construction or development may proceed upon undeveloped property without approval of a new Preliminary Development Plan and Zoning Text through the legislative process established in this Chapter, or a rezoning to a different zoning district. (Ord. 10-2023. Passed 6-20-23.)

1165.03 PERMITTED AND CONDITIONAL USES.

A PD District may allow for a single use or any combination of uses when such uses are found to be compatible with one another in the context of a Preliminary Development Plan and in keeping with the intent of the general development criteria of the PD District, provided the proposed location of the uses will not materially adversely affect the public health, safety, and general welfare.

(a) List of Uses. The specific uses to be included in the proposed PD District shall be clearly listed in the Zoning Text. Uses in the Zoning Text need not be listed as permitted uses or conditional uses in any other portion of the City's Planning and Zoning Code, it being the intent that each PD District is unique and may allow for the development and operation of uses which may or may not be permitted in any other zoning district within the City. Listed permitted, conditional, and accessory uses shall be defined by their customary name or identification, except where they are specifically defined or limited in the Planning and Zoning Code or the Zoning Text. Uses that are not listed as permitted, conditional, or accessory uses in the Zoning Text shall be prohibited.

(b) Designations of Uses. Uses shall be identified in the Zoning Text as being permitted uses, conditional uses, or accessory uses. Any listed use may be limited to certain areas delineated in the Preliminary Development Plan. A PD District may include subareas, districts, or similar designations where only certain uses are permitted and where particular development standards may be applied to only a portion of the PD District. Conditional uses shall be required to be reviewed in accordance with Chapter 1131, provided, however, that a decision of the Planning and Zoning Commission to deny a conditional use application may be appealed by the applicant to City Council by filing a notice of the appeal with the City Council Clerk within fifteen (15) days after such the Planning and Zoning Commission action is taken. City Council shall then hold a hearing on the appeal at its next regularly scheduled meeting that is at least fifteen (15) days after the City Council Clerk's receipt of the appeal and shall make an administrative determination of whether or not the denial of the conditional use was illegal, arbitrary, capricious, unreasonable, or unsupported by the preponderance of substantial, reliable, and probative evidence on the record.

(Ord. 10-2023. Passed 6-20-23.)

1165.04 STANDARDS - GENERALLY.

The proposed PD District shall include development standards in the Zoning Text to identify the allowable uses of land, buildings, and other structures; building locations, bulk, layouts, arrangements, designs, and heights; the percentages of lot areas that may be occupied; the setbacks of buildings from public street rights-of-way and property lines; the sizes of yards and other spaces; the density of development; and other matters relevant to the proposed use and development. (Ord. 10-2023. Passed 6-20-23.)

1165.05 PROJECT PHASING.

If the PD District is to or may be developed in phases, each phase shall have adequate provision for vehicular access, parking, storm water management, utilities, and other public improvements to serve approved development within that phase.

(Ord. 10-2023. Passed 6-20-23.)

1165.06 PROCEDURES.

(a) General Provisions. Review of applications for Planned Development Districts shall be conducted in compliance with the provisions of this Section 1165.06. Each application shall be reviewed for completeness and compliance with applicable submission requirements, unless specific items are determined by City staff to be inapplicable or unnecessary. If the application is deemed insufficient, the City staff shall notify the applicant of the deficiencies. Only complete applications shall be placed on a Planning and Zoning Commission or City Council agenda.

(b) Concept Plan. Prior to submittal of any application for a PD, the applicant shall meet with the appropriate staff of the City for the review of a "Concept Plan" before the applicant files a Preliminary Development Plan application. The Concept Plan is intended to outline the basic scope, character, and nature of a proposed project. The review of the Concept Plan is to provide input in the formative stages of design. The Concept Plan shall include, at a minimum, a proposed general use diagram for property proposed for development, an indication of anticipated proposed uses, and other information which may be relevant to future proposed rezoning and development of the property. The applicant may (but shall not be required to) request review and feedback of a Concept Plan from the City Council prior to preparing a Preliminary Development Plan and filing a related application. If such a review is requested, an application for review of a Concept Plan shall be filed with City staff, which shall then forward it to City Council for review within thirty (30) days of the filing of the application. No discussions, opinions, or suggestions provided on any aspect of the Concept Plan shall bind the applicant or the City.

(c) Zoning Amendment Request. The submittal of a Preliminary Development Plan application to the City shall constitute an application for a zoning amendment to a PD District classification with respect to the property that is the subject of the application. The procedures, timing, and requirements for filing and reviewing a Preliminary Development Plan application as provided in this Chapter 1165 shall apply to the exclusion of the procedures, timing, and requirements for other zoning amendment applications as provided in Chapter 1137. Any amendments to an approved Zoning Text and associated Preliminary Development Plan shall update the original documents, to create a single source of regulations for each PD. Amendments that only reference a previously approved plan will not be accepted until such time as the governing Zoning Text and Development Plan update the original documents accordingly.

(d) Preliminary Development Plan Review Procedures. An application for a Preliminary Development Plan review and approval, including all submission requirements for Preliminary Development Plans, shall be reviewed and distributed according to the following procedures.

(1) Staff Review. After determining that the application is complete pursuant to the requirements of Section 1165.08(a), the relevant City staff shall forward the application to the appropriate City departments and, if determined necessary, professional consultants, for review and comment. During their review, the staff may meet with the applicant to review the application, and the applicant may revise the application in response to staff's comments.

(2) Planning and Zoning Commission Review. After the application has been deemed by City staff to be complete, the Preliminary Development Plan application shall be placed on the agenda for the next regular meeting of the Planning and Zoning Commission that meets all notice requirements of the PD District. This meeting date cannot be less than twenty (20) days but no more than forty (40) days from the application being deemed complete. The Preliminary Development Plan application and supporting documentation, City staff comments, any other reports prepared and any accompanying documents (such as, but not limited to, letters from residents or maps) shall be transmitted to the Planning and Zoning Commission prior to the meeting. The Planning and Zoning Commission shall review the application at a public hearing to determine if it complies with the approval criteria set forth in this Section 1165.07(a). When reviewing the application the Planning and Zoning Commission shall take into consideration any submitted plans, the Zoning Text, supporting documentation and/or testimony from the applicant or its agents or consultants, the City's Comprehensive Plan and/or other relevant plans and studies, staff reports, staff and/or public comments, and expert opinions.

A. Request for Additional Information/Revisions. In its review of an application, the Planning and Zoning Commission may request additional information deemed reasonably necessary to adequately review and evaluate the proposed development, and/or may request that the applicant revise elements of the application. When this occurs, the Planning and Zoning Commission may table the application. A tabled application will be scheduled for additional review at the next regular meeting of the Planning and Zoning Commission following receipt of the revised materials and schedule of revisions or amendments. The applicant may request additional time to address the information that has been requested by the Planning and Zoning Commission as part of its action to table the case, in which case the Planning and Zoning Commission shall schedule additional review of the application at the next regularly or specially scheduled meeting that allows the applicant adequate time to provide the new information.

B. Action by Planning and Zoning Commission. The Planning and Zoning Commission shall recommend to City Council one of the following after considering the approval criteria set forth in Section 1165.07(a):

(i) That the Preliminary Development Plan and its supporting documentation be approved as submitted;

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(ii) That the Preliminary Development Plan and its supporting documentation be approved with specific conditions set forth by the Planning and Zoning Commission to further improve the proposed development; or

(iii) That the Preliminary Development Plan be disapproved.

C. Transmission to City Council. The Planning and Zoning Commission shall transmit the Preliminary Development Plan application along with all appropriate documentation, including a recommendation to City Council, within seven (7) days of taking action.

(3) Review and Action by City Council. City Council shall review and act on a single proposed ordinance to approve both the zoning of the relevant property to the PD designation and the associated Preliminary Development Plan, including conducting a public hearing, in accordance with City Council procedures. Before holding the public hearing, notice of such hearing shall be given by the City Council Clerk by posting on the website maintained by the City at least seven (7) days before the date of such hearing. This notice shall set forth the time and place of the public hearing, and the nature of the proposed zoning amendment and Preliminary Development Plan as contemplated in the application.

A. In reviewing the ordinance, City Council shall consider the approval criteria set forth in Section 1165.07(a). Approval of the Preliminary Development Plan application shall be required in order for a particular property to be classified with the PD designation. City Council may accept or reject any conditions of approval of the application as recommended by the Planning and Zoning Commission, in whole or in part, or it may add conditions either in addition to or in substitution of conditions recommended by the Planning and Zoning Commission.

B. Disapproval by City Council shall result in the property that is the subject of the zoning/Preliminary Development Plan application retaining the same zoning classification as applied to it prior to the filing of the application.

C. Adoption of the ordinance to approve the Preliminary Development Plan application shall constitute a rezoning of the property to a Planned Development District, and the Preliminary Development Plan and associated commitments then shall be binding on the applicant and relevant property owner(s). The Official Zoning Map shall be amended to reflect the zoning change. In the event City Council approves the Preliminary Development Plan with conditions requiring modifications, the applicant shall incorporate such modifications into the appropriate documents and file the revised Preliminary Development Plan with the City staff for the City's records within sixty (60) days. The adequacy of any such modifications shall be determined by the City Manager or their designee.

(4) Significance of Approved Preliminary Development Plan. Legally effective approval or approval with recommended modifications of the Preliminary Development Plan application by the City Council shall:

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A. Establish the development framework for the particular PD District, including but not limited to use areas and types, densities, building types, recreational facilities, general locations of open space, and street alignments;

B. For proposed developments other than Major Economic Development Projects, permit the applicant to file one or more Final Development Plan applications for some portion or all of the PD District; and

C. For Major Economic Development Projects, permit the applicant to file one or more CODA applications for some portion or all of the PD District, in accordance with any approved phasing commitments as set forth in the Preliminary Development Plan.

(5) Replacement PD District; Housing Bank. Any property contained within a PD District for which a Preliminary Development Plan has been previously approved so as to be legally effective may be rezoned into a replacement PD District by following the same procedures of Chapter 1165 as apply to the creation of a new PD District. Additional property may be added to the replacement PD District if it otherwise meets the eligibility requirements of this Chapter 1165. The replacement PD District may create a “Housing Bank” as part of the Zoning Text for the replacement PD District. The Zoning Text may provide for the deposit of any number of residential housing units (single-family, multi-family, or other) into the Housing Bank which were permitted to be developed in the originally approved PD District if the applicant for the replacement PD District has committed, in the Zoning Text for the replacement PD District, not to develop the units which are being deposited into the Housing Bank within the boundaries of the originally approved PD District that is being replaced (such units being referred to as the “Deposited Units”). Upon the legally effective approval of the replacement PD District, the rights to Deposited Units shall be held by one or more of the applicants for the replacement PD District as designated in the approved Zoning Text. The holder of these rights shall be permitted to transfer all or some of the Deposited Units to a property or properties that are being added to the replacement PD District or to another property or properties which are later added to the replacement PD District pursuant to Section 1165.01(e) if City Council approves the transfer in accordance with applicable procedures. The Zoning Text for the replacement PD District or which applies to properties later added to the replacement PD District may include specific parameters around the future development of all or some of the Deposited Units and may include provisions allowing for the conversion of Deposited Units into other unit types (for example, multi-family units to single-family units) through a formula or some other method. Any Deposited Units which are not transferred to another property shall remain on deposit in the Housing Bank.

(e) Final Development Plans. An application for Final Development Plan review, when required, shall include the submission requirements set forth in Section 1165.08(b) and shall be submitted for review according to the following: A Final Development Plan application may include all or a portion of the PD District. An application for Final Development Plan review and approval shall be required for each portion of the development other than any portion that contains a Major Economic Development Project. Major Economic Development Projects shall be reviewed pursuant to a certificate of appropriateness application as contemplated in Section 1165.08(j).

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A Final Development Plan application shall be reviewed according to the following procedures:

(1) Staff Review. After determining that an application is complete pursuant to the requirements of Section 1165.08(b), the relevant City staff shall forward the application to the appropriate city departments and, if determined necessary, professional consultants, for review and comment. The application shall be reviewed for compliance with the approved Preliminary Development Plan, and the requirements of the Zoning Text, approved preliminary plats, and other relevant provisions of City Code. During the course of their review, City staff may meet with the applicant to review the application, and the applicant may revise the Final Development Plan application in response to staff's comments.

(2) Scheduling; Reviewing Body. After the application has been deemed by City staff to be complete, the Final Development Plan application shall be placed on the agenda for a meeting of City Council that meets all notice requirements of the PD District. The Final Development Plan application and supporting documentation, City staff comments, any other reports prepared and any accompanying documents (such as but not limited to letters from residents or maps) shall be transmitted to City Council prior to the meeting. At the meeting, City Council first shall take action to determine if it will either (A) review the Final Development Plan application so that it will make a decision to approve it, approve it with conditions, or disapprove it, or (B) refer the application to the Planning and Zoning Commission and delegate authority to review and act upon the application to that body. If City Council determines that it will retain the authority to make a decision on the particular application, then immediately following its vote to retain such authority it shall undertake a public review of and hearing on the application. Should City Council determine that it will refer the application to the Planning and Zoning Commission, then the Planning and Zoning Commission will review the application at its first meeting that is at least seven (7) days following the date when City Council took the action to refer the application. Prior to the Planning and Zoning Commission meeting, City staff shall provide the members of the Planning and Zoning Commission with copies of the same documents and materials which were provide to City Council for the same application.

The relevant reviewing body shall review the application to determine if it complies with the approval criteria set forth in Section 1165.07(b). It shall take into consideration any submitted plans, the Zoning Text, supporting documentation and/or testimony from the applicant or its agents or consultants, staff reports, staff and/or public comments, and expert opinions when reviewing the application.

(3) Request for Additional Information/Revisions. In its review of a Final Development Plan application, the reviewing body may request additional information deemed necessary to adequately review and evaluate the proposed development, and/or may request the applicant to revise elements of the application. When this occurs, the reviewing body may table the application. A tabled application will be scheduled for additional review at the next regular meeting of the reviewing body following receipt of the revised materials and a schedule of revisions or changes, unless the applicant requests additional time to address the information that has been requested, in which case the reviewing body shall

schedule additional review of the application at the next regularly or specially scheduled meeting that allows the applicant adequate time to provide the new information.

(4) Review Standard. In reviewing the Final Development Plan application, the reviewing body shall determine if the Final Development Plan complies with all specific requirements, purposes, intent, and basic objectives of the Preliminary Development Plan, and any commitments made or conditions agreed to with the adoption of the Preliminary Development Plan, and if determines that there is such compliance, it shall act to approve the application.

(5) Minor Text or Plan Modifications. The reviewing body for a Final Development Plan shall review and approve or disapprove of requests for minor text and/or plan modifications within the PD District, and may, in reviewing that Final Development Plan or a requested modification thereto, approve a minor text modification from one or more provisions of the approved Zoning Text or other elements of the approved Preliminary Development Plan, if it determines that all of the following provisions are satisfied:

A. The proposed modification(s) do not alter the list of permitted, conditional, or accessory uses or cause an increase in permitted density of development;

B. The proposed modification(s) result in a development of equivalent or higher quality than that which could be achieved through strict application of the requirement(s); and

C. The development, with the modification(s) as proposed on the Final Development Plan, will have no adverse impacts upon the surrounding properties or upon the health, safety, or general welfare of the community.

(f) Action on a Final Development Plan Application. The reviewing body for a particular Final Development Plan application shall take one of the following actions thereon:

(1) Approve the application as submitted, including any requested deviations from the approved Preliminary Development Plan;

(2) Approve the Final Development Plan with modification(s) as agreed to by the applicant and/or with deviations that the required reviewing body approves; or

(3) Disapprove the Final Development Plan when the application does not demonstrate that the required standards have been met. Disapproval of the Final Development Plan shall terminate the process, subject to any applicable administrative appeal rights. The applicant may file a revised Final Development Plan application if it receives a vote of disapproval on a previous application. Such action shall be considered a new application for review and shall contain all the information required for a Final Development Plan.

(g) Permits. Following the approval of a Final Development Plan, the applicant may proceed with the certificate of zoning compliance and building permit process for the property and the development that was the subject thereof, consistent with approval as granted.

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(1) After approval of the Final Development Plan, the applicant shall obtain a zoning certificate pursuant to Chapter 1127 and a building permit prior to commencing construction.

(2) A zoning certificate and building permit shall not be issued until any required final plat has been recorded and the City has accepted any applicable land areas that are to be dedicated to the City for the property that was the subject of the Final Development Plan.

(3) Required covenants, easements, and restrictions (if any) shall be recorded prior to the approval of any building permit in a location where such covenants, easements, or restrictions are intended to apply. The City may require a copy of the recorded document prior to issuing any building permit.

(4) All construction and development under any building permit shall be in accordance with the approved Final Development Plan, as may be amended pursuant to Section 1165.04(i). Any unauthorized departure from such plan shall be cause for revocation of the certificate of zoning compliance.

(h) Appeal of Disapproved Final Development Plan. When a Final Development Plan application (or an application for an amended Final Development Plan, as provided in the immediately following subsection (i)) is disapproved by the Planning and Zoning Commission, an applicant may file an administrative appeal to City Council by filing a notice of the appeal with the City Council Clerk within fifteen (15) days after such disapproval action is taken. City Council shall then hold a hearing on the appeal at its next regularly scheduled meeting that is at least fifteen (15) days after the City Council Clerk's receipt of the appeal and shall make an administrative determination of whether or not the disapproval of the Final Development Plan was illegal, arbitrary, capricious, unreasonable, or unsupported by the preponderance of substantial, reliable, and probative evidence on the record. When a Final Development Plan application (or an application for an amended Final Development Plan, as provided in the immediately following subsection (i)) is disapproved by City Council as the reviewing body or after hearing an appeal of a Planning and Zoning Commission decision to disapprove a Final Development Plan application, an applicant may file an administrative appeal in court in accordance with applicable state law.

(i) Modifications to Approved Final Development Plans. Requested modifications to the approved Final Development Plan(s) shall be reviewed according to the following:

(1) Administrative Approval. The City Manager, or designee, in administering the approved Final Development Plan and Zoning Text, may authorize minor plan modifications to building layouts, parking arrangements, sign locations, lighting, and other site-related improvements that are required to correct any errors or address changes to the site made necessary during construction, provided the modifications remain consistent with the purpose of the approved Final Development Plan and Zoning Text.

(2) No administrative modifications shall be made that increase the permitted density of development or add to the list of permitted or conditional uses.

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(3) Modifications deemed minor ("Minor Modifications") may include such changes as:

A. Minor adjustments in lot lines provided no additional lots are created, adequate buildable space is maintained, and required setbacks are maintained;

B. Minor adjustments in the location of and layout of parking lots provided the required perimeter setbacks, tree island coverage, yards and buffers are maintained;

C. Minor adjustments in building footprints up to three percent (3.0%) in total floor area of the originally approved building, building height(s) or floor plans, that do not alter the character or intensity of the use thereof;

D. Substitution of landscaping materials specified in the landscape plan with comparable materials of an equal or greater size;

E. Redesigning and/or relocating stormwater management facilities provided that general character and stormwater capacities are maintained;

F. Redesigning and/or relocating landscape mounds, provided that the same level and quality of screening is maintained;

G. Minor modifications to signs and/or lighting not related to design, such as size and aesthetics, and not otherwise in conflict with Chapter 1177 (signs) or to the light pollution standards set forth in Section 1179.06(b)(4)(j) of this Code;

H. Changes required by outside agencies such as the county, state, or federal departments; or

I. Other minor modifications deemed by the City Manager or his/her assigns, that do not alter the basic design or any specific conditions imposed as part of the original approval.

The City Manager, or designee, shall report approved modifications to City Council and the Planning and Zoning Commission.

(4) Amended Final Development Plan. Modifications other than Minor Modifications shall be submitted to the reviewing body that approved the original Final Development Plan as part of an application for an amended Final Development Plan. Modifications as part of an amended Final Development Plan shall be approved provided that the reviewing body finds that the modifications remain consistent with the approved Preliminary Development Plan or warrant any necessary deviation therefrom. The reviewing body for the amended Final Development Plan shall have the right and power to grant such deviations as administrative action. If approved, amendments to the Final Development Plan shall supersede the originally approved Final Development Plan.

(j) Certificate of Development Approval. An application for a certificate of development approval (a "CODA") shall be required for a Major Economic Development Project. The term "Major Economic Development Project" shall mean "a development containing at least 50,000 square feet of gross building floor area one or more of the following land uses:

administrative or professional office uses; medical office uses; research and development facilities; warehousing and/or distribution facilities; data centers; industrial, manufacturing, assembly, and/or production uses, and other uses which are identified as Major Economic Development Projects in an approved Zoning Text." In no circumstance will retail or restaurant use be eligible for Major Economic Development Project designation unless they are clearly accessory to and contained within the same building as any use that qualifies as a Major Economic Development Project absent the square footage contained within the proposed retail or restaurant use. The intent behind subjecting Major Economic Development Projects to the CODA application review process (rather than the Final Development Plan review process) is to enhance the speed-to-market of "shovel-ready" sites that are attractive to employment-generating uses and developments and/or uses which otherwise will bring significant private investments to the City. Decisions on CODA applications shall be deemed to be administrative in nature.

(k) Administrative Board of Review. An Administrative Board of Review ("ABR") is hereby created to review CODA applications. The ABR shall consist of the Council representative on the Planning and Zoning Commission; and two members of Council, appointed by a majority vote of Council. The members shall elect a Chair from among themselves. In addition, the City Manager and the Planning Director shall be non-voting ex officio members of the ABR who shall have privilege of participating in ABR deliberations. The ABR shall have the duty to review and approve, approve with conditions, or disapprove of CODA applications (and permitted modifications thereof) in accordance with the requirements of the PD District and other applicable provisions of City Code. The ABR shall meet at least twice per calendar month on dates determined by the ABR, provided that meetings may be cancelled by the Chair when no CODA applications are ready for review by the ABR. Special meetings of the ABR may be called by any member of the ABR with at least twenty-four (24) hours' prior written notice being delivered by email or other written means to the other members of the ABR and otherwise in compliance with open meetings laws.

(l) CODA Application Review Process. A CODA application shall be reviewed according to the following procedures:

(1) Staff Review. After determining that an application is complete pursuant to the requirements of Section 1165.08(c), the relevant City staff shall forward the application to the appropriate city departments and, if determined necessary, professional consultants for review and comment. The application shall be reviewed for compliance with the approved Preliminary Development Plan, and the requirements of the Zoning Text and other relevant provisions of City Code. During the course of their review, City staff may meet with the applicant to review the application, and the applicant may revise the CODA application in response to staff's comments.

(2) ABR Review. After the CODA application has been deemed by City staff to be complete, it shall be forwarded to the ABR for review at its next regularly scheduled meeting that is at least fifteen (15) days and no more than thirty (30) days after the date when the CODA application was unless City staff deemed the filing to be incomplete, in which case the application shall be reviewed by the ABR at its next regularly scheduled

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meeting that is at least fifteen (15) days and no more than thirty (30) days after the date when all deficient CODA application materials have been filed by the applicant with City staff. City staff shall provide to the ABR any comments on the submittal as it deems to be necessary or appropriate as well as copies of the previously approved Preliminary Development Plan application, Zoning Text, and other related documents. At the ABR meeting, the ABR shall review the application to determine if it complies with the approval criteria set forth in Section 1165.07(c). The review of the CODA application is limited to a determination as to whether or not the plans and specifications for development of a site that have been submitted in conjunction with the CODA application comply with the approved Preliminary Development Plan which applies to that site.

(3) Request for Additional Information/Revisions. In its review of a CODA application, the ABR may request additional information deemed necessary to adequately review and evaluate the proposed development, and/or may request the applicant to revise elements of the application. When this occurs, the ABR may table the application. A tabled application will be scheduled for additional review at the next regular meeting of the ABR unless the applicant requests additional time to address the information that has been requested, in which case the reviewing body shall schedule additional review of the application at the next regularly or specially scheduled meeting that allows the applicant adequate time to provide the new information.

(4) Review Standard. In reviewing the CODA application, the ABR shall determine if the plans and specifications that are part of the application comply with all specific requirements, purposes, intent, and basic objectives of the Preliminary Development Plan, and any commitments made or conditions agreed to with the adoption of the Preliminary Development Plan. If it determines that there is such compliance, it shall act to approve the application, and if it determines that there is no such compliance, it shall table the application and provide written comments to the applicant identifying the items that do not substantially comply with the approved Preliminary Development Plan. The applicant may then revise the CODA application to address the comments, and the ABR shall review the revised submission at its next regularly scheduled meeting that is at least seven (7) days after the revision submission has been filed by the applicant with City staff. If the ABR determines that the revised application substantially complies with the approved Preliminary Development Plan, it shall approve the same, and if it determines that the revised application does not comply, then it may disapprove the revised application.

(5) Minor Text or Plan Modifications. The ABR shall review and approve or disapprove of requests for minor text and/or plan modifications for Major Economic Development Projects, and may, in reviewing a CODA application, approve a minor text modification from one or more provisions of the approved Zoning Text or other elements of the approved Preliminary Development Plan, if it determines that all of the following provisions are satisfied:

A. The proposed modification(s) do not alter the list of permitted, conditional, or accessory uses or cause an increase in permitted density of development;

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B. The proposed modification(s) result in a development of equivalent or higher quality than that which could be achieved through strict application of the requirement(s);

C. The development, with the modification(s) as proposed on the Final Development Plan, will have no adverse impacts upon the surrounding properties or upon the health, safety, or general welfare of the community.

(m) Permits - Major Economic Development Projects. Following the approval of a CODA application, the applicant:

(1) Shall obtain all engineering permits, a zoning certificate pursuant to Chapter 1127, and a building permit prior to commencing construction of improvements on the property that was the subject of the approved CODA application.

(2) A zoning certificate and building permit shall not be issued until any required final plat has been recorded and the City has accepted any applicable land areas that are to be dedicated to the City.

(3) Required covenants, easements, and restrictions (if any) shall be recorded prior to the approval of any building permit in a location where such covenants, easements, or restrictions are intended to apply. The City may require a copy of the recorded document prior to issuing any building permit.

(4) All construction and development under any building permit shall be in accordance with the approved CODA, including any modifications as may be provided in subsection (o). Any unauthorized departure from such plan shall be cause for revocation of the zoning certificate.

(n) Appeal of CODA Application Decision. When a CODA application (or an application for an amended CODA, as provided in the immediately following subsection (o)) is finally approved or disapproved by the ABR, an applicant or aggrieved party may file an administrative appeal to City Council by filing a notice of the appeal with the City Council Clerk within fifteen (15) days after such disapproval action is taken. City Council shall then hold a hearing on the appeal at its next regularly scheduled meeting that is at least fifteen (15) days after the City Council Clerk's receipt of the appeal and shall make an administrative determination of whether or not the decision on the CODA application was illegal, arbitrary, capricious, unreasonable, or unsupported by the preponderance of substantial, reliable, and probative evidence on the record. Appeal of a Council decision shall proceed as provided in state law for court review of political subdivision administrative actions.

(o) Modifications to Approved CODA. Requested modifications to approved CODAs shall be reviewed according to the following:

(1) Administrative Approval. The City Manager, or designee, in administering an approved CODA and Zoning Text, may authorize minor plan modifications to building layouts, parking arrangements, sign locations, lighting, and other site-related

improvements that are required to correct any errors or address changes to the site made necessary during construction, provided the modifications remain consistent with the purpose of the approved CODA and Zoning Text. The City Manager may also authorize other Minor Modifications in accordance with the same requirements as apply to Minor Modifications of Final Development Plans. The City Manager, or designee, shall report approved modifications to City Council.

(2) Amended CODA. Modifications other than Minor Modifications shall be submitted to City Council as part of an application for an amended CODA. Modifications as part of an amended CODA shall be approved provided that City Council finds that the modifications remain consistent with the approved CODA or warrant any deviation therefrom. If approved, amendments to the CODA shall supersede the originally approved CODA.

(Ord. 10-2023. Passed 6-20-23.)

1165.07 PLAN APPROVAL CRITERIA.

(a) Preliminary Development Plan. In the review of a proposed Preliminary Development Plan, the Planning and Zoning Commission and City Council shall determine whether or not the proposed Preliminary Development Plan complies with the following criteria. In the event that either the Planning and Zoning Commission or City Council determines that the proposed zoning amendment and Preliminary Development Plan do not comply with a preponderance of these criteria, then in the case of the Planning and Zoning Commission it may recommend disapproval of the application and in the case of City Council it may disapprove the application. Should the Planning and Zoning Commission determine that the proposed Preliminary Development Plan does comply with a preponderance of these criteria, it shall recommend approval of the application. City Council then shall make the final determination as to approval, approval with conditions, or disapproval of the application in accordance with these criteria. The review criteria are as follows:

(1) The proposed development is consistent with the purpose, intent and applicable standards of this Chapter 1165.

(2) The proposed development furthers the goals and recommendations of the City's Comprehensive Plan or other planning document(s) applicable to the area that is the subject of the Preliminary Development Plan.

(3) The proposed development shall participate in the Johnstown Community Authority. This will encourage a well-planned and orderly development which embodies a diversified and economically sound new community.

(4) The proposed development advances the general welfare of the City and will not impede the normal and orderly development and improvement of the surrounding areas.

(5) The proposed uses are appropriately located in the City.

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(6) Adequate utilities, access roads, stormwater management, and other similar facilities have been or will be provided. Storm water management may include use of regional storm water management facilities approved as part of another approved Final Development Plan or, on a temporary basis, in areas outside the boundaries of the proposed Final Development Plan but within the PD District and consistent with the approved Preliminary Development Plan.

(7) Adequate measures have been or will be taken to provide ingress and egress designed to minimize traffic congestion on the surrounding public streets, maintain public safety, and to accommodate adequate pedestrian and bicycle circulation systems so that the proposed development provides for a safe circulation system for motorists and pedestrians.

(8) The density of uses, lot coverage, building heights, setbacks, distances between buildings and structures, yard space, design and layout of open spaces and parking areas, traffic accessibility and other elements contribute to the orderly development of land within the City;

(9) Proposed building, streetscape, and open space characters and designs shall further the City's goal of establishing memorable, attractive places and will utilize high-quality, enduring materials and arrangements.

(10) The proposed development can be adequately serviced by existing or planned public improvements and not impair the existing public service system for the area.

(11) On balance, the proposed development is expected to have a positive economic impact on the City.

(12) Internal Compatibility and Design:

A. The streetscape pattern shall provide for pedestrian and bicycle pathways, and include attractive corridors with street trees, sidewalk treatments, and appropriate lighting.

B. The overall development shall make use of existing natural features and interesting topography.

C. A variety of designs and typologies shall be included for detached residential structures, and the land use mix should be designed to be compatible and complimentary.

D. Building designs and arrangements shall provide for architectural styles that meet and further the goals of the City and create an easily identifiable Johnstown image.

E. Open spaces shall be linked and integrated in meaningful ways. Open spaces shall provide for quality recreational amenities including playgrounds, plazas, pocket parks, seating, lighting; and passive recreational amenities such as multi-use trails and nature preserves.

(13) External Compatibility and Design:

Exhibit A

A. The proposed development shall not significantly, negatively, and materially impact any adjacent uses.

B. The proposed development shall not negatively impact any adjacent conservation lands.

C. The proposed development shall provide bikeway and trails and connect to existing trails where opportunities exist or are planned.

D. Access and street patterns of the development shall complement and be compatible with the existing street system of the surrounding development.

E. Commercial and industrial uses within the development shall be adequately buffered from any adjacent residential uses.

(b) Final Development Plan. In the review of a Final Development Plan or a permitted amendment thereof, the reviewing body shall determine whether or not the proposed development, as depicted on the Final Development Plan, complies with the following:

(1) It substantially conforms in all pertinent respects to the approved Preliminary Development Plan, provided, however, that the reviewing body may authorize deviations or variances from such plans as provided in Section 1165.06(e)(2)(C).

(2) Adequate provision is made for safe and efficient pedestrian and vehicular circulation within the site and to adjacent property;

(3) The development has adequate public services;

(4) The development preserves and is sensitive to the natural characteristics of the site in a manner that complies with the applicable regulations set forth in this code, the Zoning Text, and the Preliminary Development Plan;

(5) The architecture, style, arrangement, and materials of the proposed buildings, structures, streets, and open spaces meets or exceeds that provided for in the Preliminary Development Plan and Zoning Text;

(6) The development provides adequate lighting for safe and convenient use of the streets, walkways, driveways, and parking areas without unnecessarily spilling or emitting light onto adjacent properties or the general vicinity;

(7) Proposed signs are of an appropriate size, scale, and design in relationship with the principal building, site, and surroundings; and are located to maintain safe and orderly pedestrian and vehicular circulation (see Title Seven - Zoning Standards and Special Provisions, Chapter 1177 Signs in the City's Codified Ordinances);

(8) The landscape plan will adequately enhance the principal building(s) and site; buffer adjacent incompatible uses; break up large expanses of pavement with natural material and plantings; and provide appropriate plant materials for the buildings, site, and climate; and

Exhibit A

(9) Adequate provision is made for storm drainage within and through the site which complies with the applicable regulations in this code and any other design criteria established by the city or any other governmental entity which may have jurisdiction over such matters (see Part Eleven Title 13 Storm Water Management Program in the City's Codified Ordinances).

(c) Certificate of Development Approval. In the review of a CODA or a permitted amendment thereof, the ABR shall determine whether or not the proposed development, as depicted in the plans provided as part of the CODA application, complies with the following:

(1) The project that is the subject of the application qualifies as a Major Economic Development Project;

(2) It substantially conforms in all pertinent respects to the approved Preliminary Development Plan;

(3) Adequate provision is made for safe and efficient pedestrian and vehicular circulation within the site and to adjacent property;

(4) The development has adequate public services;

(5) The development preserves and is sensitive to the natural characteristics of the site in a manner that complies with the applicable regulations set forth in this code, the Zoning Text, and the Preliminary Development Plan;

(6) The architecture, style, arrangement, and materials of the proposed buildings, structures, streets, and open spaces meets or exceeds that provided for in the Preliminary Development Plan and Zoning Text;

(7) The development provides adequate lighting for safe and convenient use of the streets, walkways, driveways, and parking areas without unnecessarily spilling or emitting light onto adjacent properties or the general vicinity;

(8) Proposed signs are of an appropriate size, scale, and design in relationship with the principal building, site, and surroundings; and are located so as to maintain safe and orderly pedestrian and vehicular circulation;

(9) The landscape plan will adequately enhance the principal building(s) and site; buffer adjacent incompatible uses; break up large expanses of pavement with natural material; and provide appropriate plant materials for the buildings, site, and climate; and

(10) Adequate provision is made for storm drainage within and through the site which complies with the applicable regulations in this code and any other design criteria established by the city or any other governmental entity which may have jurisdiction over such matters.

(Ord. 10-2023. Passed 6-20-23.)

1165.08 SUBMISSION REQUIREMENTS.

(a) Contents of Preliminary Development Plan. A Preliminary Development Plan application shall provide the following:

(1) A completed application, on a form provided by the City, which also shall serve as an application for a zoning amendment. If the application is signed by a person other than the owner of the property, a notarized consent by the owner shall be attached.

(2) A Zoning Text with the following content and organization.

A. DESCRIPTION OF THE PROPOSAL

B. LEGAL DESCRIPTION OF THE REAL PROPERTY THAT IS SUBJECT TO THE APPLICATION (and of any subareas or subdistricts that are being proposed within the PD District)

C. REFERENCE TO A PRELIMINARY DEVELOPMENT PLAN

D. LIST OR TABLE OF PROPOSED PERMITTED, CONDITIONAL, AND ACCESSORY USES

E. DENSITY/INTENSITY MINIMUMS AND MAXIMUMS (expressed as a number of units or units per acre, total square footage or square footage per acre, impervious lot coverage ratios, or some combination thereto)

F. CRITICAL DESIGN FEATURES (Such as, but not necessarily limited to, architectural styles, allowable building materials, building arrangements and relationships, landscape and buffer standards)

G. ARCHITECTURAL STANDARDS (detailed written architectural standards and general character images for buildings to establish building typologies within the PD District for structures from which Major Economic Development Projects may operate, and detailed architectural standards for any project that does not meet the definition of a Major Economic Development Project)

H. LAND USE ALLOCATION SUMMARY OR TABLE (Including designated park space if relevant)

I. AREA, HEIGHT, BULK & OPEN SPACE REQUIREMENTS (prescribe standards for all development areas and include acreages)

J. GENERAL REQUIREMENTS FOR ROADWAY DESIGN/TRAFFIC CIRCULATION (specific details for new street improvements or modifications to existing street improvements will be reviewed as part of a platting process)

K. IDENTIFICATION OF SIGNIFICANT NATURAL FEATURES (and description of how such features will be preserved or modified)

L. BUFFERING/SCREENING (specify typologies, locations, key considerations)

M. PROCEDURES (Describe procedures to be followed for implementation of the standards and requirements in the Zoning Text, which shall not be contrary to the procedures set forth in this Chapter 1165)

N. SUBAREAS (Description of the subareas proposed within the PD District and details concerning the use and development commitments and requirements that will be applicable to each, along with a general summary of the projected phasing of development within the PD District, which may provide for flexibility in recognition of the large amount of acreage required for a PD District)

O. UTILITIES (A statement that the applicant will enter into an agreement with the City concerning construction and funding of utilities which are required in order to facilitate development within the PD District, on terms that are mutually acceptable to the applicant and the City)

P. OTHER STANDARDS AND REQUIREMENTS (Standards and requirements that are relevant to the orderly development of the PD District and which are not otherwise included in any of the foregoing content requirements)

(3) A plan showing general or specific locations of uses, sizes of areas of uses, and indicating densities, unit types, the total number of dwelling units allowed in each area of the proposed PD District, and the density of non-residential uses in each area of the proposed PD District.

(4) A plan demonstrating, to the extent they are to be provided, locations for open areas and public parkland areas with the suggested ownership of such areas. In the alternative, provisions for these items may be included in the Zoning Text and their specific locations then shall be identified in one or more Final Development Plans.

(5) A general plan (in plan and/or text forms) for the provision of water, sanitary sewer and surface drainage facilities, including engineering feasibility studies or other evidence of reasonableness.

(6) A plan illustrating the traffic circulation patterns, including public and private streets, private alleys and drives, and parking areas. In the alternative, provisions for these items may be included in the Zoning Text and their specific locations shall be identified in a Final Development Plan.

(7) A metes and bounds boundary legal description of the proposed PD District and of each subarea or subdistrict of land within the district, as well as associated scalable maps depicting the same.

(8) A list of property owners within the proposed PD District and of property owners contiguous to and/or directly across a street from the proposed PD District and their addresses as appearing on the Licking County Auditor's current tax list.

(9) Illustrations and/or depictions of the planned architectural character for structures in the PD district. Actual architectural designs of buildings and structures may, but shall not be required to be, filed with the Preliminary Development Plan. The Zoning

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Text shall provide standards for permitted exterior facade materials and building heights, and other commitments, standards, or requirements for architectural designs of buildings and structures that are particular to the PD District.

(10) Identification of locations and dimensions of existing environmental features within the proposed PD District, such as streams, creeks, wetlands, lakes, ponds, and treed areas together with an indication of whether such features will be preserved or impacted as part of the proposed development.

(11) A traffic study or traffic impact analysis of traffic volumes and impacts generated by the proposed development shall be completed by a traffic engineer in accordance with parameters agreed upon in writing by the applicant's traffic engineer and the City Manager, or designee, and any impacts and their proposed mitigation methods shall be defined by the applicant.

(12) A utility impact analysis and utility service plan including (but not limited to) estimated demands for potable water and sanitary sewer services.

(13) A fiscal impact statement describing, methodology to arrive at assumption, timeframe of the study,

(14) A map of existing conditions and features drawn to scale, with accurate boundaries of the entire PD District and a north arrow, including the property proposed for development, all adjacent right-of-way, and 100 feet of property immediately adjacent thereto, indicating:

A. Existing public improvements, permanent facilities, easements and property boundaries;

B. General indication of existing structures on the site and abutting properties;

C. Physical features and natural conditions of the site including the location of streams, tree masses, open spaces, etc.;

D. General topography;

E. Existing zoning district boundaries and jurisdictional boundaries;

F. Surface drainage and areas subject to flooding;

G. Existing public and private utility systems; and,

H. Regional transportation system.

(15) A regional context map indicating the proposed site and all areas within 2,000 feet in all directions showing both the basics of the proposed layout contained in the application and the property lines of the adjacent areas.

(b) Contents of Final Development Plan. Following approval of the Preliminary Development Plan, a Final Development Plan application may be submitted for all or any part of the property that was the subject of an approved Preliminary Development Plan.

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Final Development Plans are intended to be more detailed representations of the approved Preliminary Development Plan. Contents of the Final Development Plan shall include:

- (1) A completed application, on a form provided by the City.
- (2) A metes and bounds boundary legal description of the portion of the PD district that is the subject of the Final Development Plan, as well as associated scalable maps depicting the same.
- (3) A plan demonstrating, to the extent they are to be provided, the dimensions and locations of proposed structures, buildings, streets, parking areas, yards, open spaces and other public or private facilities. This provision shall not apply to those areas of the Final Development Plan indicated for development of detached single-family homes. However, all lots intended to be so developed shall have building setback lines indicated thereon.
- (4) A detailed plan or statement of all uses proposed to be established indicated in the areas to be occupied by each use and the anticipated density and building intensity.
- (5) Detailed engineering plans for the provision of all streets and utilities including provisions for off-site connections and facilities necessary to serve the areas which are the subject of the Final Development Plan.
- (6) Detailed engineering site grading plans including proposed finished grades. This provision shall not apply to those areas of the Final Development Plan indicated for development of single-family homes.
- (7) Proposed drainage facilities.
- (8) Detailed landscaping plans. This provision shall not apply to individual lots within those areas of the Final Development Plan indicated for development of single-family homes, except that detailed landscaping shall be provided as to all residential entry features and common areas.
- (9) Scalable depictions of architectural elevations demonstrating the design and character of proposed structures and buildings, specifications of exterior materials and colors, and the physical relationship of all elements thereof. For areas designated for the development of single-family homes, this is intended to demonstrate the exterior design character and general elements of home designs and is not intended to require a detailed representation by the applicant, as such details shall be required as part of a certificate of zoning compliance application and building permit application.
- (10) A tabulation showing the exact area of each lot, reserve, or other parcel shown on the plan (other than streets and alleys).
- (11) Detailed water and sewer engineering plans.
- (12) Locations and character of all signs, unless otherwise provided in the approved Zoning Text.

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(13) A list of property owners within the proposed Final Development Plan and of property owners contiguous to and/or directly across a street from the property which is included in the proposed Final Development Plan and their addresses as appearing on the Licking County Auditor's current tax list.

(14) Identification of locations and dimensions of existing environmental features within the property which is included in the proposed Final Development Plan.

(c) Contents of CODA Application. Following approval of the Preliminary Development Plan, a CODA application may be submitted for all or any part of the property that was the subject of an approved Preliminary Development Plan and which proposes the development of a Major Economic Development Project. Plans to be reviewed as part of a CODA application are intended to be more detailed representations of the approved Preliminary Development Plan. However, the CODA application review process is not intended to address final engineering for an eligible development, as those details are to be reviewed as part of other relevant and required permit applications as required by City Code. Contents of the CODA application shall include:

- (1) A completed application, on a form provided by the City.
- (2) A metes and bounds boundary legal description of the portion of the PD district that is the subject of the CODA application, as well as associated scalable maps depicting the same.
- (3) A plan demonstrating, to the extent they are to be provided, the dimensions and locations of proposed structures, buildings, streets, parking areas, yards, open spaces and other public or private facilities.
- (4) A detailed plan or statement of all uses proposed to be established indicated in the areas to be occupied by each use and the anticipated density and building intensity.
- (5) Detailed site grading plans including proposed finished grades.
- (6) Detailed landscaping plans showing locations, sizes, and species of new plant materials to be installed, areas where existing vegetation is to remain, and illustrating locations of hardscape materials and fencing.
- (7) Scalable depictions of architectural elevations demonstrating the design and character of proposed structures and buildings, specifications of exterior materials and colors, and the physical relationship of all elements thereof.
- (8) A tabulation showing the exact area of each lot, reserve, or other parcel shown on the plan (other than streets and alleys).
- (9) Locations, sizes, and character of all signs.

(Ord. 10-2023. Passed 6-20-23.)

1165.09 SPECIAL PD REQUIREMENTS FOR PARKLAND AND PRIVATELY OWNED OPEN SPACE.

(a) Applicability. Except as set forth in Section 1165.09(c), for each residential unit that is to be constructed within a PD, the applicant or property owner shall be required to dedicate to the City, or it's designee, at no charge, 1,500 square feet of land area to be used and/or preserved as publicly owned parkland. A Preliminary Development Plan and/or Zoning Text shall make commitments to providing certain sizes and locations of parkland, but in all circumstances the actual locations and sizes of parkland shall be provided in Final Development Plan applications or CODA applications for review and approval. Notwithstanding the foregoing, parkland need not be located on the property but must be inside the city's municipal comprehensive planning area and which is the subject of a Final Development Plan application or a CODA application.

In order to ensure that reasonable amounts of common areas and green space are provided for within the PD District, common areas and green space areas shall be established and evaluated separately from the parkland requirement.

The Zoning Text, Preliminary Development Plan, and/or Final Development Plan shall provide details as to any proposed improvements within the privately owned open spaces, green spaces and common areas, whether such spaces shall be open to public use or are to be privately used, and the manner in which the proposed improvements shall be maintained

(b) Sizes and Specifications. No single dedication of parkland to the City shall be less than one acre in size. Wet and dry stormwater basins (existing or proposed by the applicant) shall not be considered to be parkland. Property that is dedicated to the City as parkland shall have frontage on an existing or platted public street, or shall be accessible from an existing or planned public street and sidewalk by vehicles and pedestrians by and through a permanent easement through other property or adjacent parkland. Parkland shall meet one or more of the following criteria:

(1) It shall contain significant tree stands, forested areas, watercourses, or other natural features which may be preserved by coming under public ownership;

(2) It shall provide adequate areas for the development and operation of active or passive recreational activities such as, but not limited to, playgrounds, leisure or other pedestrian trails, hiking, ballfields, and fishing; and/or

(3) It shall contain historical, archeological, or special geographical features which may be preserved by coming under public ownership.

(c) Fees In-Lieu of Parkland Dedication. Parkland dedications may be waived when City Council has adopted a resolution, for a particular applicant, to accept payment-in-lieu fees instead of accepting land dedication. Upon the request of an applicant, City Council may accept the payment-in-lieu fees if it determines that one of the following criteria have been met:

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(1) The features of available parkland within the PD District are less desirable than other possible parkland acquisitions elsewhere within or near the City;

(2) The use of payment-in-lieu fees will serve a broader public purpose than dedication of parkland within the PD District by being available to acquire parkland in other locations should such opportunities arise;

Payment-in-lieu fees shall be placed into a designated City fund for future parkland acquisitions to benefit current and future residents. These fees shall be calculated by taking the product of (i) forty-five thousand dollars (\$45,000.00) and (ii) the number of acres of parkland dedication that is to be offset by the payment. The dollar value in the immediately preceding subsection (i) automatically shall increase by seven percent (7.0%) over the then-effective value on the third (3rd) anniversary of the effective date of the original adoption of this Chapter 1165 and on each third (3rd) anniversary thereafter.

(d) Timing of Dedication(s). No zoning certificate shall be issued by the City for a residential unit until such time as the applicant has met the parkland dedication requirements or made payments-in-lieu of parkland dedication as required under this Section 1165.09.

(e) Operations and Maintenance.

(1) All parkland shall be preserved for its intended purpose as expressed in a Preliminary Development Plan, Final Development Plan, or in plans approved as part of a CODA application. No conservation area shall be cleared, graded, filled, or subject to construction.

(2) Dedication of parkland to the City is subject to formal acceptance by City Council. City Council may, but shall not be required to, accept undivided parkland provided:

A. Such land is accessible to all residents of the City; and

B. There is no cost of acquisition other than any costs incidental to the transfer of ownership such as title insurance; and

C. The City agrees to and has access to maintain such lands. Where the City accepts dedication of parkland that contains improvements, the City may require the posting of financial security to ensure structural integrity of said improvements as well as the functioning of said improvements for a term not to exceed eighteen (18) months from the date of acceptance of dedication. The amount of financial security shall not exceed fifteen (15) percent of the actual cost of installation of said improvements.

(3) The developer or owner of land within a PD District shall cause privately owned open space, green space, and common areas to be maintained by:

A. Establishing an association or nonprofit corporation of all individuals or corporations owning property within a designated area to ensure ongoing maintenance; and/or

B. Retaining ownership, control and maintenance .

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(4) Land designated as parkland will be restricted by an appropriate legal instrument satisfactory to the City Attorney as parkland perpetually, or for a period of not less than ninety-nine (99) years. Such instrument shall be binding upon and enforceable by the City and the developer, and their respective successors and assigns, and shall constitute a covenant running with the land. Such instrument shall be in recordable form.

(5) All recreational facilities and amenities within privately owned open spaces, green spaces, and common areas shall be specifically included in the development schedule and shall be constructed and fully improved by the developer at an equivalent or greater rate than the construction of residential structures, or the development order will be in default.

(f) Ownership Standards. Should the developer elect to maintain privately owned open space, green space, and/or common areas through an association or nonprofit corporation, said organization shall conform to the following requirements:

(1) The developer must establish the association or nonprofit corporation prior to the sale of any lots or parcels that are governed thereby.

(2) The developer shall provide a description of the association, including the bylaws and methods for maintaining the privately owned open space, green space, and/or common areas, prior to the issuance of a building permit for the first development that is to be subject to the association or nonprofit corporation.

(3) Membership in the association or nonprofit corporation shall be mandatory for all property owners within the relevant development.

(4) The association or nonprofit corporation shall manage all recreational and cultural facilities and amenities that are not dedicated to the public, shall provide for the maintenance, administration and operation of said land, and shall secure adequate liability insurance on the land.

(5) The association or nonprofit corporation shall be responsible for maintenance of liability insurance and the payment of real property taxes relating to open space, green space, and common areas.

(6) The members of the association shall share equitably the costs of maintaining the open space, green space, and common areas.

(g) Maintenance Standards.

(1) In the event that the association, nonprofit corporation or any successor organization shall, at any time after establishment of a development containing privately owned open space, green space, and/or common areas, fail to maintain the same in reasonable order and condition in accordance with the development plan, the City may serve written notice of the failure upon the owner of record, setting forth the manner in which the owner of record.

(2) Failure to adequately maintain open space, green space, and/or common areas in reasonable condition constitutes a violation of this chapter.

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(Ord. 10-2023. Passed 6-20-23.)



RESOLUTION 2026-33

**A RESOLUTION TO INITIATE AN AMENDMENT TO CHAPTER 1141 OF THE CITY'S
CODIFIED ORDINANCES**

WHEREAS, The City of Johnstown has identified a need and opportunity to amend Chapter 1141 of the Codified Ordinances, which governs Districts generally; and

WHEREAS, The proposed change adds a new Section 1141.05, which will govern the City's New Community Authority; and

WHEREAS, The City Council hereby seeks to initiate these proposed changes under Section 1137.02(b) of the Codified Ordinances.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF JOHNSTOWN, STATE OF OHIO, AND THE MAJORITY OF THE MEMBERS ELECTED THERETO CONCURRING THAT:

Section One: The City of Johnstown Council hereby initiates the proposed changes to the Zoning Ordinance consistent with the attached Exhibit A.

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

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

By: _____

Mayor Tiffany Hollis

ATTEST TO:

APPROVED AS TO FORM:

Teresa Monroe, Clerk of Council

Yazan Ashrawi, Law Director

1141.05 New Community Authority.

(a) From and after the effective date of this Section 1141.05, the City shall not enact any legislation accepting the following territory for annexation under Ohio Revised Code Section 709.04 until there has been compliance with the following requirements relating to the Johnstown New Community Authority which was established by the City pursuant to Ordinance ____-____, as that legislation may be amended in the future (the "Authority"):

(1) If the newly annexed area is greater than five (5) acres in area and its current use is agricultural or residential, the property shall be required to be irrevocably added to the Authority, but shall not be subject to any community development charge levied by the Authority until such time as the property owner requests and is granted a legally effective rezoning of the property to a higher or denser use from that which exists on the property immediately upon the annexation.

(2) If the current use of the newly annexed area is other than agricultural or residential, regardless of its size, the property shall be required to be irrevocably added to the Authority and thereafter shall be subject to any community development charge levied by the Authority.

(3) If the newly annexed area is five (5) acres or less in area and the current use is agricultural or residential, any legislation rezoning the territory to a higher or denser use as compared to that which exists on the property prior to such a rezoning shall include, whether or not expressly stated in the rezoning legislation, a requirement to irrevocably add the property to the Authority and thereafter shall be subject to any community development charge levied by the Authority.

(b) From and after the effective date of this Section 1141.05, any legislation rezoning property greater than five (5) acres in size that was annexed to the City prior to the effective date of this provision that, when approved, will apply a different zoning classification to the property when compared to the designation which applied to it on the effective date of this provision, shall include, whether or not expressly stated in the rezoning legislation, a requirement to irrevocably add the property to the Authority and thereafter shall be subject to any community development charge levied by the Authority.

(c) Within thirty (30) days after appropriate action is taken by the City becomes legally effective which initiates the requirement to add property to the Authority, the property owner shall fully execute a declaration of covenants or other instrument as necessary to give legal effect to the jurisdiction of the Authority over the property, in a form approved by the Authority, and shall cause the same to be recorded at its sole cost. Following such recording, the property owner shall provide a recorded copy of the document to the City and the Authority for their records. The property owner also shall execute any other documents or instruments required by the City, the Authority, or applicable law to subject the property to the Authority. The failure of a property owner to comply with the

Exhibit A

requirements of this Section 1141.05 shall constitute a zoning violation enforceable pursuant to other relevant provisions of the Codified Ordinances.

(Ord. __-2026. Passed __-__-2026.)



RESOLUTION 2026-34

RESOLUTION TO ADOPT THE JOHNSTOWN DESIGN GUIDELINES

WHEREAS, the purpose of the Design Guidelines is to provide design guidance for new construction and alterations / renovations throughout Johnstown and to provide a clear picture of the design quality expected; and

WHEREAS, the city has devoted considerable staff time, Steering Committee and public input to the development of the Johnstown Design Guidelines; and

WHEREAS, on January 27, 2026, the Design Review Board (Design Guidelines Steering Committee) recommended approval of the Design Guidelines document draft to City Council; and

WHEREAS, the new Johnstown Design Guidelines will replace the 2021 Design Review Districts and Standards; and

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

Section 1. That the Johnstown Design Guidelines are adopted as shown in Exhibit A.

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

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

Effective Date: May 21, 2026

By: _____

Mayor Tiffany Hollis

ATTEST TO:

APPROVED AS TO FORM:

Teresa Monroe, Clerk of Council

Yazan Ashrawi, Law Director

DESIGN GUIDELINES

CITY OF JOHNSTOWN, OHIO

September 2025 | Guidelines Draft



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1 | INTRODUCTION

- » HOW TO USE
- » PURPOSE
- » APPLICABILITY





1 | INTRODUCTION

SEC 1.1 | HOW TO USE THIS DOCUMENT

This document provides design guidance for new construction and alterations / renovations throughout Johnstown. This document should be used in conjunction with the Comprehensive Plan and Codified Ordinances to review development proposals.

SEC 1.2 | PURPOSE

This document provides design guidance for new construction and alterations / renovations. This document is intended to provide a clear picture of the design quality expected for new construction or renovations. These design guidelines are further intended to fulfill the goals of the Johnstown Comprehensive Plan by creating a consistent, quality aesthetic throughout the community. The guidelines contained in this document are intended to be applied to all development as established within the applicable design review districts. These guidelines are further intended to implement and enforce the growing expectation of quality and consistency by the residents of Johnstown.

SEC 1.3 | REFERENCE DOCUMENTS

These design guidelines serve as only one part of the regulatory documents that help shape the built environment of Johnstown. Reference documents that offer more detail in specific areas of the city include:

- [Johnstown Comprehensive Plan \(2024\)](#)
- [Active Transportation Plan \(2021\)](#)
- [Johnstown Codified Ordinances \(updated regularly\)](#)

SEC 1.4 | DESIGN REVIEW ADMINISTRATION

This document is enabled by reference by [Chapter 1187 – Design Review Administration and Regulations](#) of the City's Codified Ordinances. The sections of Chapter 1187 referenced below further explain the role of the Design Review Board, Submission Requirements, Procedures, and Review Criteria:

CH 1187.01 | Purpose

CH 1187.02 | Definitions

CH 1187.03 | District Boundaries

CH 1187.04 | Review and Approval Authority

CH 1187.05 | COA Required

CH 1187.06 | COA Submittal Requirements

CH 1187.07 | Procedure for Obtaining a COA

CH 1187.08 | Criteria for Evaluation for COA

CH 1187.09 | Demolition of Structures

CH 1187.10 | Maintenance

CH 1187.11 | Amendments to Approved COA

CH 1187.12 | Appeals

CH 1187.13 | Application for Appeals

CH 1187.14 | Public Hearing and Notice for Appeals

SEC 1.5 | **CODIFIED ORDINANCES**

All development must abide by the regulations established in the City's Codified Ordinances.

Applicable zoning districts are listed throughout this document. The guidelines in this document do not supersede the requirements within the Codified Ordinances. This document should be used together with the Codified Ordinances to produce the form and type of development desired by the City. Common Codified Ordinance chapter references are linked below:

[CH 1142 | Rural Residential \(RR\)](#)

[CH 1143 | Suburban Residential \(SR-1\)](#)

[CH 1145 | Suburban Residential \(SR-2\)](#)

[CH 1147 | Urban Residential Low Density \(UR-1\)](#)

[CH 1149 | Urban Residential Moderate Density \(UR-2\)](#)

[CH 1151 | Multiple-Family Residential \(AR-1\)](#)

[CH 1155 | General Community Commercial \(GCC-1\)](#)

[CH 1157 | General Community Commercial \(GCC-2\)](#)

[CH 1159 | Light Manufacturing \(LM\)](#)

[CH 1167 | Village Center \(VC\)](#)

[CH 1169 | Village Commercial \(VILCOM\)](#)

[CH 1171 | Supplementary District Regulations](#)

[CH 1175 | Off-Street Parking and Loading Facilities](#)

[CH 1177 | Signs](#)

[CH 1183 | Landscaping](#)

[CH 1185 | Fences](#)

[CH 1187 | Design Review](#)

2 | THE JOHNSTOWN PERSPECTIVE

- » COMPOSITION
- » COMMUNITY IDENTITY
- » ELEMENTS TO AVOID





2.1 | COMPOSITION MATTERS

CREATING INVITING ENVIRONMENTS

Great places are made when buildings, streetscape, and land uses are all carefully considered. Key placemaking elements include Use & Form, Orientation & Scale, Walkability & Transparency, Site & Building Details, and Access & Parking.

Elements of existing development within downtown that reflect the desired character are illustrated below and to the right.

1. **USE & FORM** – A mix of uses including retail, restaurant, office, and residential are supported in two-floor buildings. This desired form should be included in future development.
2. **ORIENTATION & SCALE** – Front doors open to the sidewalk and are highly detailed. Doors repeat at a cadence that is easily walkable and pedestrian scaled.
3. **WALKABILITY & TRANSPARENCY** – Sidewalks are present on both sides of the street and connect pedestrians from parking areas to front doors. First floors of buildings feature large windows.
4. **SITE & BUILDING DETAILS** – Inclusion of decorative street lighting, landscaping, and public open space create a welcoming environment for pedestrians.
5. **ACCESS & PARKING** – Buildings are designed to be accessed from the sidewalk with parking located on-street and in shared lots behind buildings.

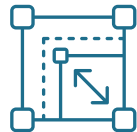
FIG 2.1 | EXAMPLE STREET COMPOSITION - PLAN VIEW



FIG 2.2 | EXAMPLE STREET COMPOSITION - STREET VIEW



Use & Form



Orientation & Scale



Walkability & Transparency



Site & Building Details



Access & Parking

In Figure 2.2, above, the guiding principles above are all present. Buildings feature front doors that open to adjacent sidewalks, are one or two floors in height, and feature large windows along the sidewalk. The green space around the Johnstown Opera House creates a welcoming space for pedestrians. Outdoor dining and public seating areas all support activity along the street. Decorative elements incorporated throughout, unique building details, landscaping elements, and public art add to the sense of identity of Johnstown and reinforce the small-town charm of the community.

2.2 | COMMUNITY IDENTITY

WHAT MAKES JOHNSTOWN, JOHNSTOWN?

Throughout the development of planning documents by Johnstown, one thing remains clear: **residents desire to protect and enhance the small-town charm of the city.** Utilization of natural materials, accent details, and thoughtful site design is key to achieving these goals.

The design elements that reflect the desired character for new development or alterations within Johnstown are illustrated below and to the right.

1. **USE & FORM** – Historic buildings that support a variety of uses. Buildings are generally built to the property boundaries, often featuring shared walls.
2. **ORIENTATION & SCALE** – Buildings are generally two floors with some single floor buildings. Front doors open to sidewalks adjacent to the facades of buildings.
3. **WALKABILITY & TRANSPARENCY** – Large first-floor windows allow pedestrians to see into adjacent businesses. Windows repeat at a cadence that is reflective of walkable, active street.
4. **SITE & BUILDING DETAILS** – Awnings, stone accents, and cornice / parapet detailing add visual interest and add to the overall quality of a building. Details are present on the street-facing facades.
5. **ACCESS & PARKING** – Buildings feature front doors along the sidewalk and rear entries for employees and deliveries. On-street parking spaces are conveniently located and provide buffer from traffic.

FIG 2.3 | DOWNTOWN EXAMPLE - STREET VIEW



Image Credit: MKSK

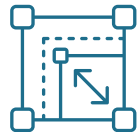
FIG 2.4 | RESIDENTIAL EXAMPLE - STREET VIEW



Image Credit: MKSK



**Use
& Form**



**Orientation
& Scale**



**Walkability &
Transparency**



**Site &
Building
Details**



**Access &
Parking**

While not every home in Johnstown will be the size and scale of the example above, the elements demonstrated in this example should be aspired to for all new residential development within Johnstown. Well-defined entrances are complemented with front porches. Homes are scaled (height, width, massing) appropriately for their lot size. These considerations are meant provide clear connections between streets and homes, and to minimize the dominance of driveways, garage doors, and parked vehicles in existing residential development patterns.

2.3 | ELEMENTS TO AVOID

CREATING THE DESIRED ENVIRONMENT

The elements illustrated on these pages have been identified as being undesirable in future development. The existing pattern of multiple curb-cuts, disjointed sidewalks, and lacking streetscape and site landscaping create an automobile-oriented environment that is not desired.

Elements of existing development within Johnstown that are undesired and should be avoided are described below and illustrated below and to the right.

1. **USE & FORM** – A single type of use (commercial retail and services) dominates. Little consistency between building form exists, and architecture often resembles corporate standards.
2. **ORIENTATION & SCALE** – Buildings have large setbacks and are surrounded by parking areas. Buildings are scaled to accommodate the function of the building, not the context of the street.
3. **WALKABILITY & TRANSPARENCY** – Sidewalks are intermittent along streets. Lack of street intersections limits walkability. Buildings often feature few windows.
4. **SITE & BUILDING DETAILS** – Site and building detailing vary from site-to-site. Site landscaping is present in recently developed parcels, but buildings generally lack unique or defining details.
5. **ACCESS & PARKING** – Numerous curb-cuts and individual parking lots provide vehicular access. Pedestrian access routes are limited or absent on most properties. Multiple doors provide access to buildings.

FIG 2.5 | DEVELOPMENT ELEMENTS TO AVOID - PLAN VIEW



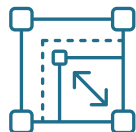
FIG 2.6 | DEVELOPMENT ELEMENTS TO AVOID - STREET VIEW



Image Credit: Google Maps



**Use
& Form**



**Orientation
& Scale**



**Walkability &
Transparency**



**Site &
Building
Details**



**Access &
Parking**

The view from the street above represents a condition the city should avoid recreating as infill and redevelopment occurs. The lack of street trees, inconsistent sidewalks, limited street network, and large building setbacks create an environment of “anywhere USA” as opposed to the small-town charm of Johnstown. As opportunities arise during roadway improvement projects, redevelopment, or infill projects, reducing the undesirable elements will allow the city to achieve the goals of maintaining the small-town scale and character of the city, in addition to balancing pedestrian and vehicular access.

3 | DESIGN REVIEW DISTRICTS

- » HISTORIC DOWNTOWN
- » COMMERCE CORRIDOR
- » NEIGHBORHOODS
- » INDUSTRIAL





3 | DESIGN REVIEW DISTRICTS

DESIGN REVIEW DISTRICTS ESTABLISHED

The city is comprised of four review districts. The purpose of these individual districts is to respond to the growth goals of Johnstown, acknowledge primary existing uses, and guide development within these established districts. Please see the corresponding sections for further explanation of the design guidelines for each respective area.

SEC 3.1 | **HISTORIC DOWNTOWN (HD)**

Within the historic core of Johnstown, the Historic Downtown district focuses on preserving the existing character of Main Street and surrounding residential streets. Within this district there are two sub-districts (commercial / mixed-use and residential) and signature streets. Sites along identified Signature Streets will be subject to additional scrutiny during review, and extra attention to detail is expected during repair, renovation, or new construction. While there are no additional standards for these streets, the standards in place should be exemplified by any site alterations.

SEC 3.2 | **COMMERCE CORRIDOR (CC)**

Focusing on infill and redevelopment, the Commerce Corridor district intends to create more pedestrian-friendly places within Johnstown. Developments in this district should balance access for both pedestrians and automobiles. Design guidelines for this district aim to accommodate a mix of uses, create buildings that add to the streetscape, and establish guidance for parking locations and screening.

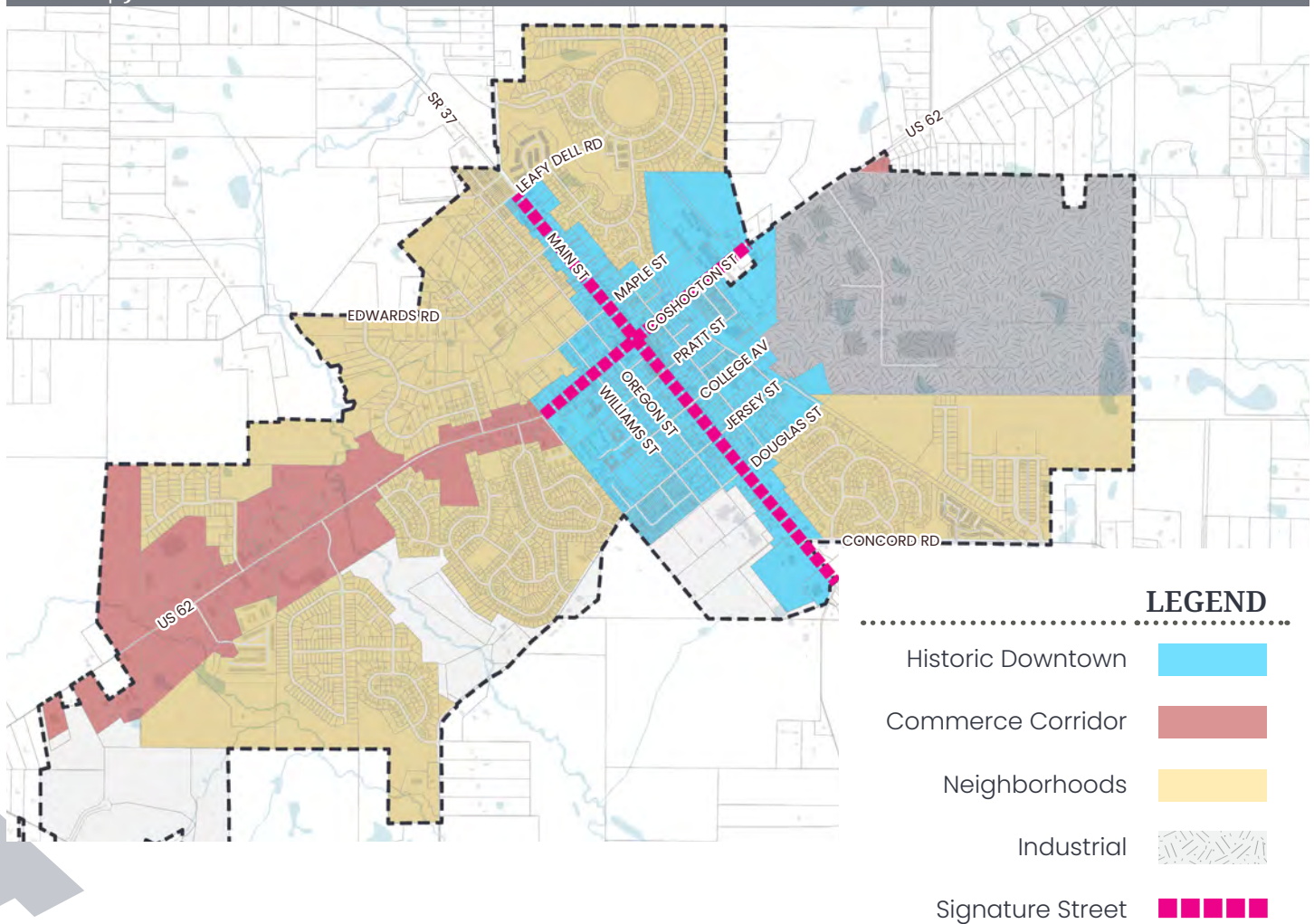
SEC 3.3 | **NEIGHBORHOODS (NH)**

Ensuring new development and infill of lots meet the aesthetic goals of Johnstown, the Neighborhood district provides guidance to the development of new residential subdivisions, the infill of existing lots, and alterations / additions to existing residences. The guidelines focus on preservation of community aesthetics and creating neighborhoods that add to the character of Johnstown.

SEC 3.4 | **INDUSTRIAL (IN)**

Desiring aesthetic improvements in all areas of the city, the Industrial district establishes baseline aesthetic requirements within the Codified Ordinances. Differing from the guidelines in this document, these standards have been adopted in the City's Codified Ordinances within the Light Manufacturing (LM) zoning district in Chapter 1159.04 – LM District Development and Aesthetic Standards.

FIG 3 | JOHNSTOWN DESIGN REVIEW DISTRICT MAP

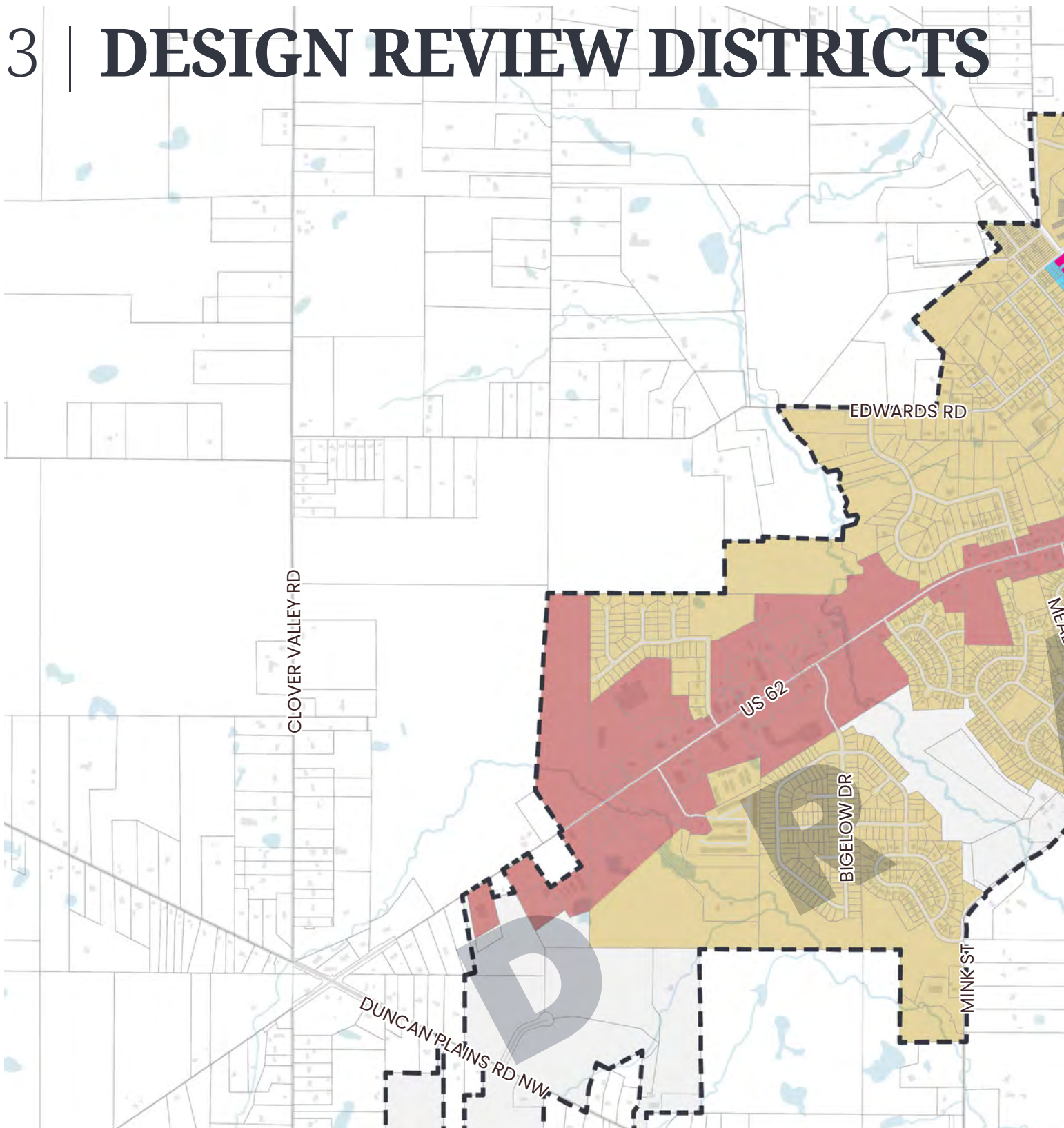


NOTE | UNDERLYING ZONING DISTRICTS

The illustrated design review districts cover most of the parcels within Johnstown. The zoning districts below should also be consulted when reviewing a proposed site development or alteration. The following zoning districts are influenced by these design guidelines:

Codified Ordinance & Zoning District	Design Review District(s)
CH 1143 Suburban Residential (SR-1)	(HD), (CC), (NH)
CH 1147 Urban Residential Low Density (UR-1)	(HD), (CC), (NH)
CH 1149 Urban Residential Moderate Density (UR-2)	(HD), (NH)
CH 1151 Multiple-Family Residential (AR-1)	(HD), (CC), (NH)
CH 1155 General Community Commercial (GCC-1)	(HD), (CC), (NH)
CH 1157 General Community Commercial (GCC-2)	(HD)
CH 1159 Light Manufacturing (LM)	(HD), (CC), (IN)
CH 1167 Village Center (VC)	(HD), (NH)
CH 1169 Village Commercial (VIL COM)	(HD)

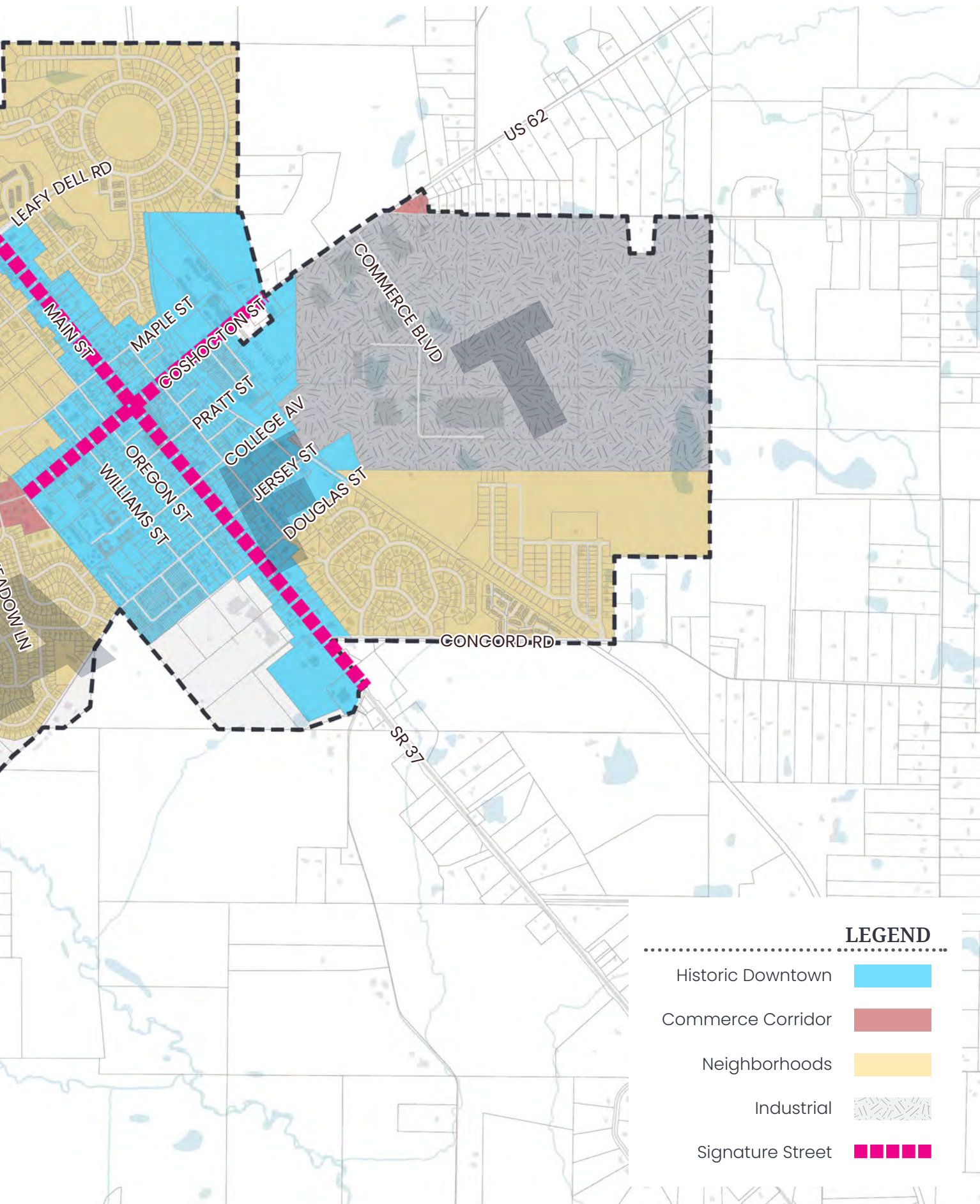
3 | DESIGN REVIEW DISTRICTS



NOTE | SIGNATURE STREETS

Signature streets should exemplify the standards contained in this document. Additional scrutiny will be applied to sites adjacent to these streets during reviews by the Design Review Board. No additional standards are applicable to sites along signature streets.

FIG 3 | JOHNSTOWN DESIGN REVIEW DISTRICT MAP



LEGEND

- Historic Downtown
- Commerce Corridor
- Neighborhoods
- Industrial
- Signature Street

3.1 | **HISTORIC DOWNTOWN**

- » COMMERCIAL / MIXED – USE
- » RESIDENTIAL





3.1 | HISTORIC DOWNTOWN

COMMERCIAL / MIXED-USE & RESIDENTIAL

Throughout the development of these guidelines, the clear consensus is the residents of Johnstown expect quality, timeless design within the community. Utilization of enduring materials, accent detailing, and thoughtful site layout is key to achieving these goals.

In addition to these guidelines, the underlying zoning districts that regulate uses and general site standards for parcels within the Historic Downtown district—setbacks, lot coverage, minimum lot area, and more—are listed below. These zoning districts are established in Title Five of the Johnstown Codified Ordinances and should be referenced during reviews by the DRB.

Ch 1143 | Suburban Residential (SR-1)

Ch 1155 | General Community Commercial (GCC-1)

Ch 1147 | Urban Residential Low Density (UR-1)

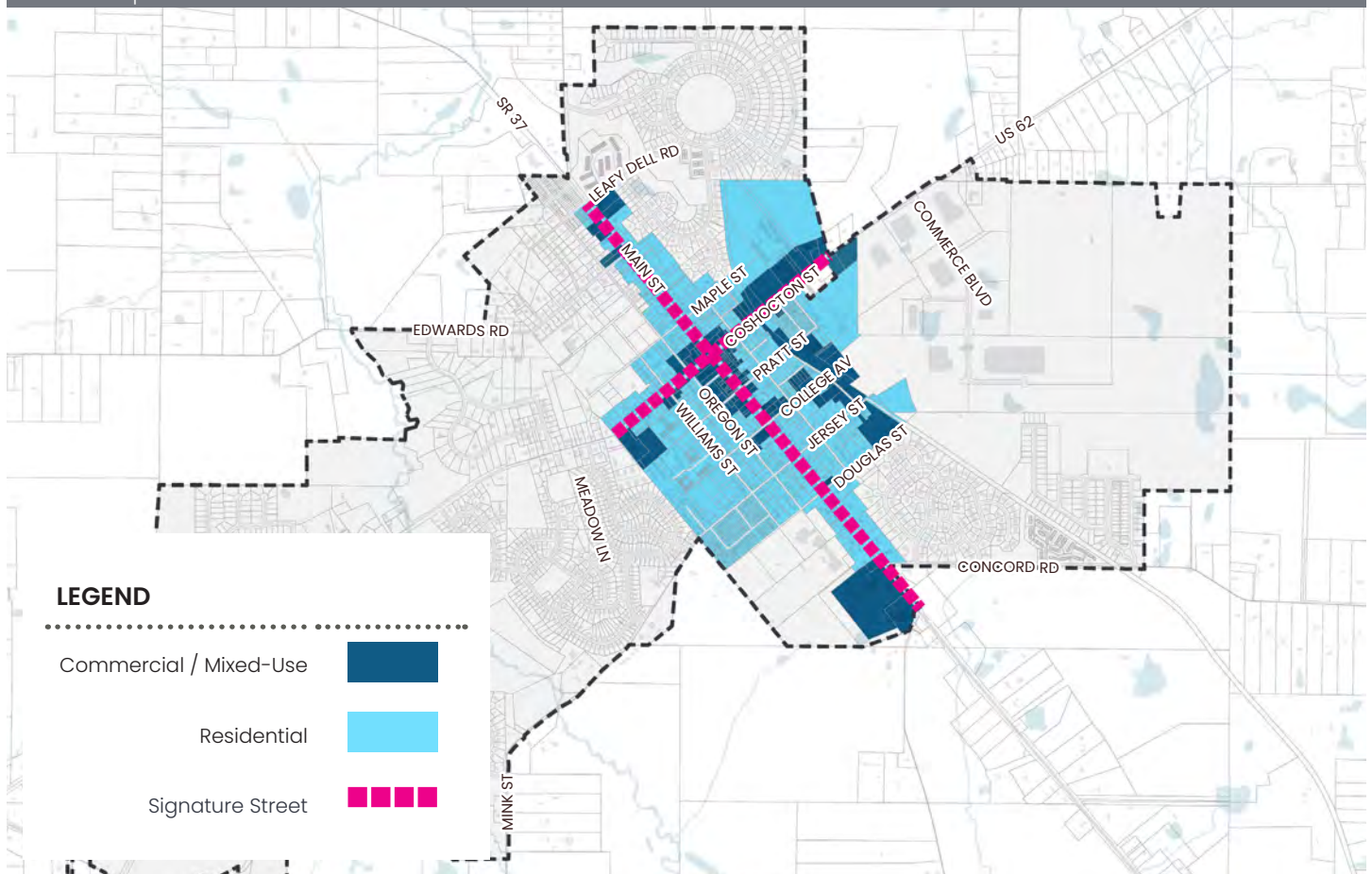
Ch 1159 | Light Manufacturing (LM)

Ch 1149 | Urban Residential Moderate Density (UR-2)

Ch 1167 | Village Center (VC)

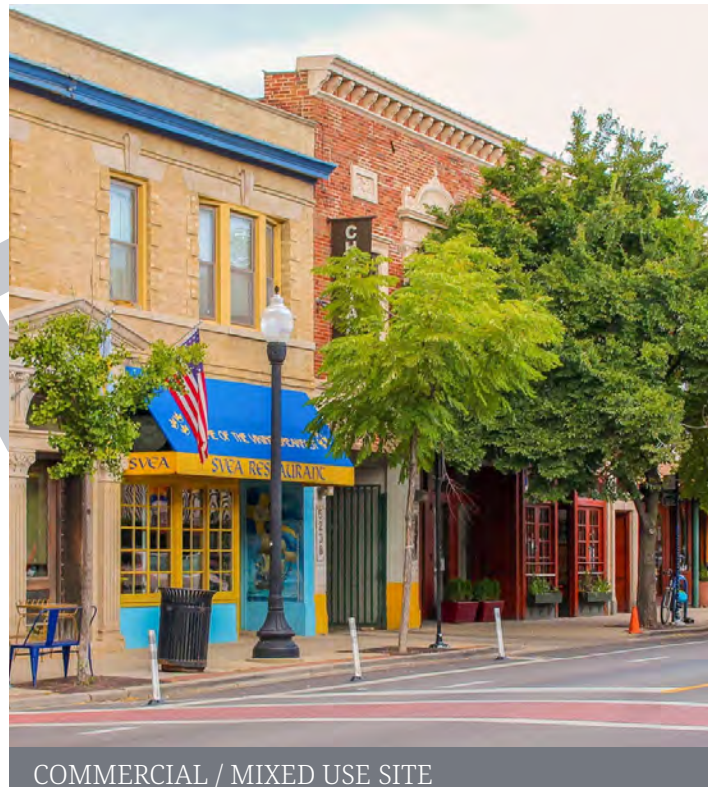
Ch 1151 | Multiple-Family Residential (AR-1)

FIG 3.1 | HISTORIC DOWNTOWN DESIGN DISTRICT MAP



SEC 3.1.1 | COMMERCIAL / MIXED-USE SITES

Sites used for commercial / mixed-use are concentrated along Main Street. This reflects the historic development pattern of Johnstown with Main Street being the center of commerce. Additional areas included in this subdistrict include frontage along Coshocton Street and along Track Street. **New construction must use overall design, materials, and accent detailing that complement the existing buildings within the Downtown Core. Alterations to existing structures should preserve and restore original features to the greatest extent possible.** The following pages establish the design guidelines related to Commercial / Mixed-Use sites within the Downtown Core.



SEC 3.1.2 | RESIDENTIAL SITES

Reflecting some of the oldest residences in Johnstown, the residential sites within the Downtown Core are to be preserved and enhanced as feasible. The guidelines on the following pages establish overall guidance to preserve and enhance the existing character of residential sites within the Downtown Core. The focus of these guidelines is to **preserve the existing historic / unique features of the homes within the district, and to ensure that any new infill or alterations to existing structures match in style, quality, and materiality** in a way that complements the district.



3.1.1 | COMMERCIAL / MIXED-USE (CMU) SITES

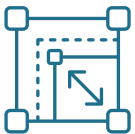
SEC 3.1.1.1 | HISTORIC DOWNTOWN CMU SITE COMPOSITION

As noted in Sec 2.1, thoughtful site composition is key to maintaining the comfortable pedestrian scale that exists in downtown Johnstown. The site elements below should be included as renovation or new construction occurs within commercial / mixed-use sites identified in Figure 3.1 | Downtown Core Design District Map. General guidelines for site composition elements are below.



1. USE & FORM | THOUGHTFUL MIX OF USES IN A WALKABLE SETTING

- Support multiple uses – Development should accommodate a variety of uses including dining, shopping, offices, and residences.
- Urban buildings – Buildings should be designed to fit in an urban setting with prominent primary entries, contain multiple floors, and be designed to accommodate varying uses over time. Corporate defined architecture should be avoided.



2. ORIENTATION & SCALE | ADDRESS THE STREET AT A COMFORTABLE HEIGHT

- Buildings front the street – The ground floor and front door of new or renovated buildings should be adjacent to the sidewalk. Public entrances should be along the front, with service and delivery access provided from rear or shared loading areas.
- Maintain pedestrian scale – Two floor buildings are preferred. The goal is to maintain a comfortable pedestrian scale within downtown.



3. WALKABILITY & TRANSPARENCY | ENCOURAGING WALKING AND ACTIVE STREETS

- Support pedestrians – Provide sidewalks where not present. Where possible, include outdoor dining areas and public seating as appropriate.
- Transparency – First floors should include large windows. Second floor windows should reflect the scale and design of the building and repeat at a cadence that accents the first floor styling and detailing.



4. SITE & BUILDING DETAILS | CREATE QUALITY, ENDURING BUILDINGS

- Exhibit quality – New development and renovations should focus details and architectural features along the street. This includes using materials and colors to accent windows, doors, parapets, and awnings along the sidewalk.
- Embrace identity – All new buildings should embrace the established character of downtown, and reflect the materials, details, and accents of existing buildings.



5. ACCESS & PARKING | PRIORITIZE PEDESTRIANS, ACCOMMODATE AUTOMOBILES

- On-street convenience – Support the continued use of on-street parking to meet demand and provide a buffer between drive lanes and sidewalks.
- Shared lots – Utilize shared parking to reduce the need for curb cuts.
- Pedestrian amenities – Encourage site lighting, especially along sidewalks and pedestrian crossings, and site design that minimizes vehicular and pedestrian crossings.

FIG 3.1.1.1 | HISTORIC DOWNTOWN (HD) CMU SITES - COMPOSITION BIRDSEYE VIEW

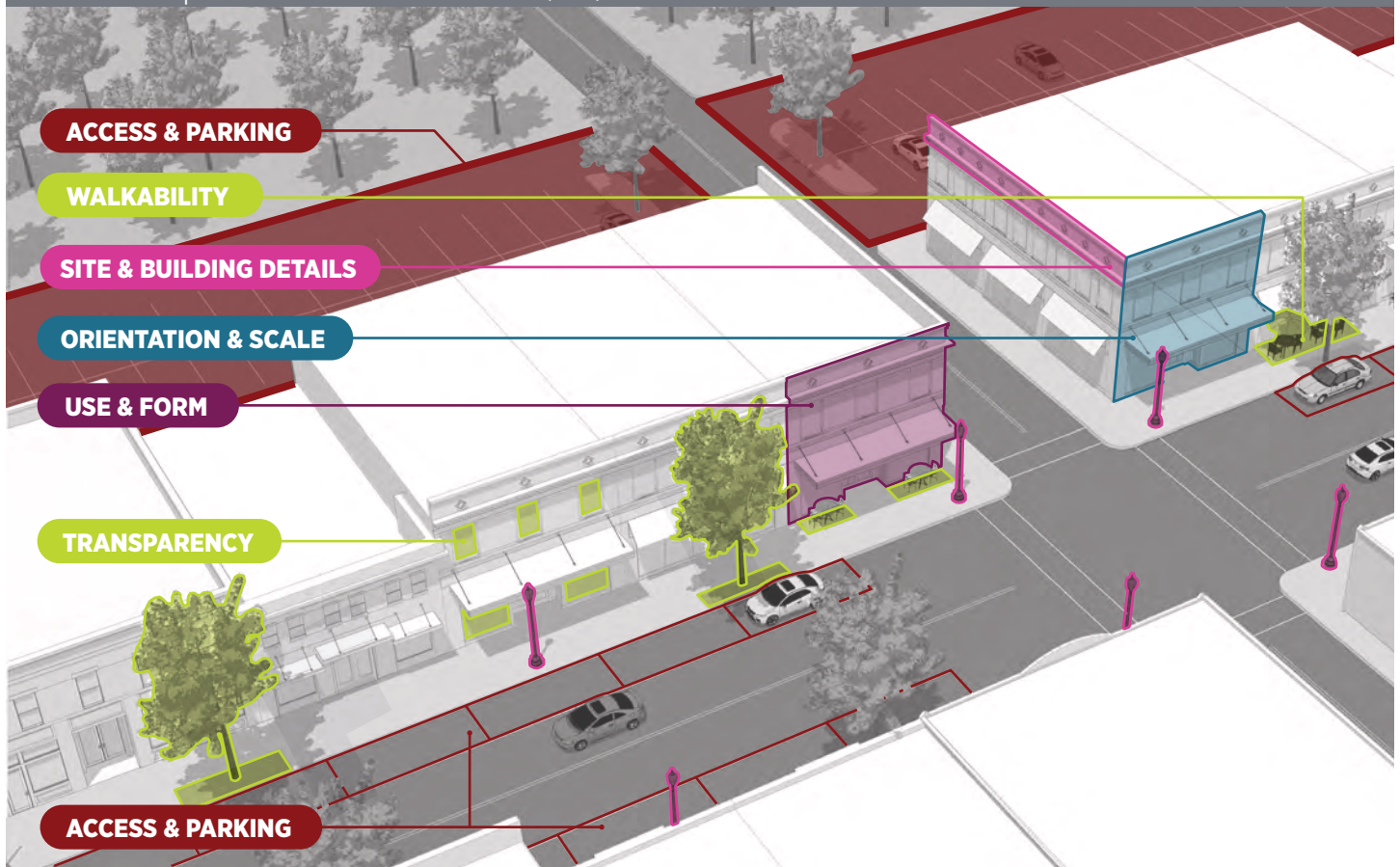
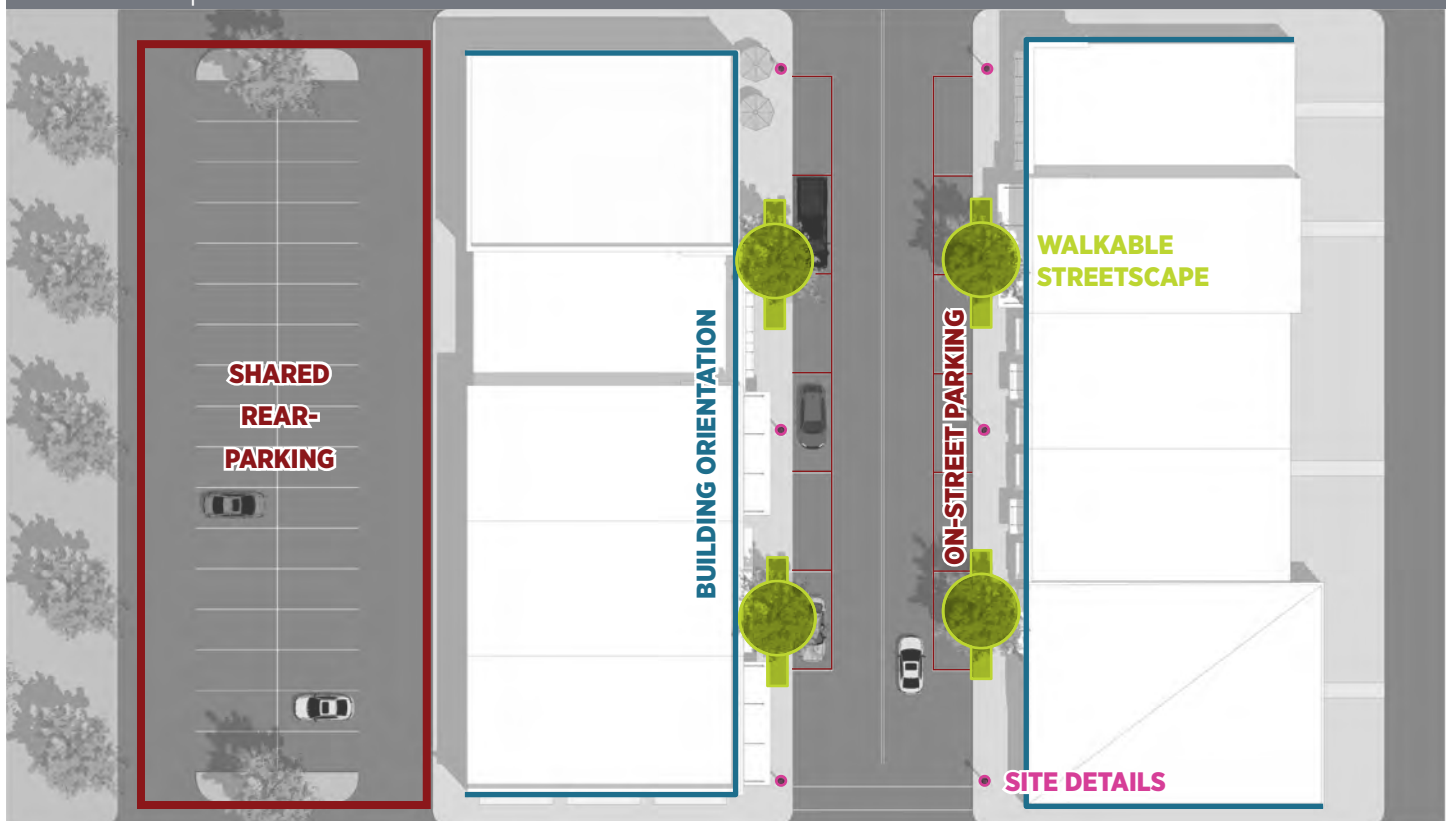


FIG 3.1.1.2 | HD CMU SITES - COMPOSITION PLAN VIEW



SEC 3.1.1.2 | HISTORIC DOWNTOWN CMU SCALE

The scale of any new buildings should be similar to existing structures. Within downtown, the scale is reflective of the historic nature of the oldest buildings in the city. Buildings are generally two floors, the one exception being the Johnstown Opera House which has three floors. The photos at the bottom of the page provide reference to what is an appropriate scale within the Downtown CMU subdistrict. Downtown CMU scale-related guidelines are below:

- Maintaining a pedestrian scale is a primary focus of this district. Within Johnstown, this scale reflects two to three floor buildings within the CMU district.
- The preference for all new construction is no more than two floors along Main Street.
- Any building proposed along Main Street which is higher than two floors should incorporate additional building detailing and streetscape enhancements as it will be a signature building within the CMU district.
- Three floor buildings may be utilized along Track Street to infill a mix of residential and commercial uses, but should be arranged in a holistic way to extend the J.T. Evans Bike Path to connect to Pratt Street.

FIG 3.1.1.2 | HD CMU SITES - APPROPRIATE SCALE



SEC 3.1.1.3 | HISTORIC DOWNTOWN CMU BUILDING ORIENTATION

Building orientation defines how people interact with the site and building. CMU building orientation guidelines are below:

- Buildings should be oriented to place the front of the building adjacent to the sidewalk / street.
- Buildings located on a corner of two streets may provide a corner entrance, or two primary entrances (one for each street frontage).
- Front doors / primary building access should be from adjacent sidewalks.
- Service and loading areas should be oriented to the back of the building, away from sidewalks / streets.
- Buildings may be set back from the sidewalk in order to accommodate outdoor dining, expanded sidewalks / streetscape, or other activation elements.

FIG 3.1.1.3 | HD CMU BUILDING ORIENTATION



SEC 3.1.1.4 | HISTORIC DOWNTOWN CMU TRANSPARENCY & WINDOWS

The existing commercial buildings within the Downtown Core district exhibit high levels of transparency on ground floors, with numerous upper floor windows that complement the scale and design of the overall building. Transparency & window guidelines are below:

- Ground floors should be highly transparent. This includes both large windows and glass entryways.
- The sole use of “storefront” glass systems will be evaluated on a case-by-case basis.
- Operable ground floor and upper floor windows are encouraged to increase interaction between the street and uses within the building.
- Upper floor windows should be scaled and arranged in a manner that complements the ground floor and reflects the pedestrian scale of the building.

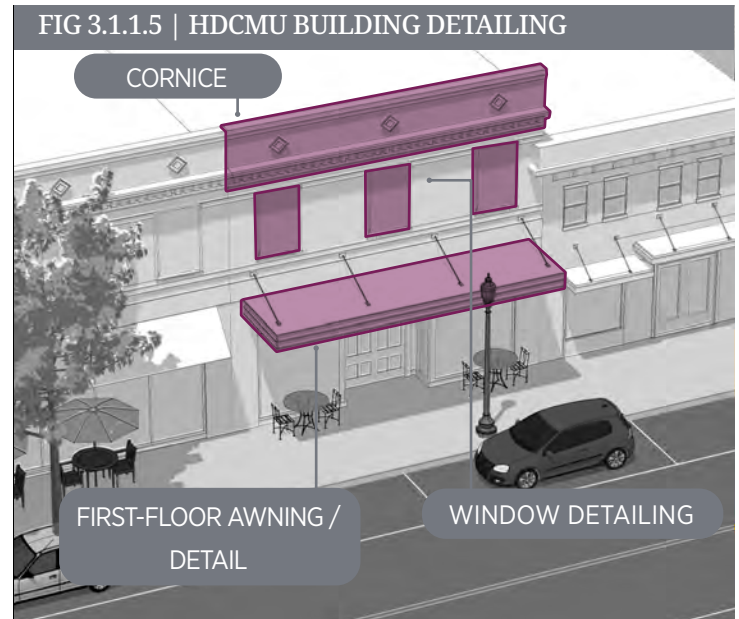
FIG 3.1.1.4 | HD CMU TRANSPARENCY & WINDOWS



SEC 3.1.1.5 | HISTORIC DOWNTOWN CMU BUILDING DETAILS

New construction should feature a high level of detail that reflects the importance of the district and complements the details present in existing buildings. Building detail guidelines are below:

- Architectural features should be included along all streets / sidewalks.
- The ground floor should include detailing such as varying trim or materials around windows and doors.
- Primary entrances are encouraged to be recessed to add dimension to the building face and should be clearly defined.
- Upper floor windows should feature detailing, including differing materials, colors, and textures.
- Parapet and building corner details should be included to add visual interest and complement the existing buildings in the district.



SEC 3.1.1.6 | HISTORIC DOWNTOWN CMU MATERIALS

The overall preference is for exterior finishes that have proven the test of time and are durable. These generally include stone and masonry materials or cladding systems that perform well throughout the changing seasons of Central Ohio. CMU building material guidelines are below:

- Primary building facade materials are encouraged to be a stone or masonry product.
- Modern cladding / finishing systems that complement and mirror the performance of existing natural materials in the district are encouraged.
- Glass facades and cladding systems will be considered on a case-by-case basis.
- Wood-based materials may be used to add detailing to the building.
- The use of vinyl or foam products for siding or building details is prohibited.
- The painting of existing brick or stone is strongly discouraged.



SEC 3.1.1.7 | HISTORIC DOWNTOWN CMU COLOR PALETTE

Given the preference for natural materials as primary facade materials, the color guidelines below reflect the desire for a neutral base color scheme for downtown. Color palette guidelines are below:

- The preference is a two-color scheme when utilizing paint. Three-color schemes may be approved depending on overall building design, details, materials, etc.
- The primary color of the building should be of a “neutral” tone that reflects the materials and existing palettes used in adjacent buildings.
- Accent colors can be more vibrant colors as illustrated below, but should be used as accent only, not an additional primary color.

SEC 3.1.1.8 | HISTORIC DOWNTOWN CMU ACCEPTABLE COLORS

Within the HD CMU subdistrict, the Benjamin Moore Historical Colors palette should be used as a guide. There are more than 150 different colors in this collection that can be used to determine primary and accent colors. Similar colors from other brands may be proposed, but should mimic the colors in the historic color palette referenced above.

The Benjamin Moore Historical Colors palette website illustrates all of the colors within the collection, and provides guidance for complementary accent colors. A small sample of the variety of colors in the historic collection is below, and are representative only.



3.1.2 | RESIDENTIAL SITES

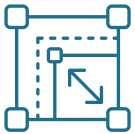
SEC 3.1.2.1 | HISTORIC DOWNTOWN RESIDENTIAL SITE COMPOSITION

The building and site elements below should be included to the greatest extent feasible when repair, renovation, or new construction occurs within this subdistrict. General guidelines for building and site composition elements are below.



1. USE & FORM | SUPPORT NEIGHBORHOOD CHARACTER

- Historic character – Renovations should highlight and restore historic character. New structures should be designed in a style that is appropriate for the existing context of surrounding structures and enhances overall character of the street.
- Neighborhood focus – the predominant use should be residential, primarily detached single-family or multifamily units that appear as single-family structures.



2. ORIENTATION & SCALE | PRESERVE EXISTING CHARACTER

- Embrace the street – Front doors and porches should face the street. Connecting the street to homes is important for creating a sense of community.
- Maintain neighborhood scale – New homes should maintain the same proportions on the lot as surrounding homes. Building heights should be consistent with neighboring properties and consistent with the overall architectural style of the proposed home.



3. WALKABILITY & TRANSPARENCY | CREATE FRIENDLY NEIGHBORHOOD STREETS

- Support pedestrians – Provide sidewalks where not present. Where possible, include trees near the sidewalk to provide shade.
- Transparency – Facades facing the street should have numerous windows to connect the homes to the street. Front porches that allow for swings / furniture help promote social connections.



4. SITE & BUILDING DETAILS | RESTORE AND PRESERVE STYLE

- Quality Materials – Whether renovations or new construction, materials used should be of lasting quality. This includes using stone, masonry products, or other products that mirror the quality of the original materials.
- Restore history – Alterations and renovations should heavily focus on restoring original details or replacing missing details from buildings.



5. ACCESS & PARKING | CONNECTIONS FOR PEOPLE AND VEHICLES

- Parking and driveways – Garages should be located behind homes and views of garage doors minimized. Garages and driveways should be a secondary focus of the site, allowing the design of the home to add to the character of the street.
- Connect to the street – Sidewalk connections between front porches and adjacent sidewalks should be included.

FIG 3.1.2.1 | HISTORIC DOWNTOWN (HD) RESIDENTIAL SITES - COMPOSITION BIRDSEYE VIEW

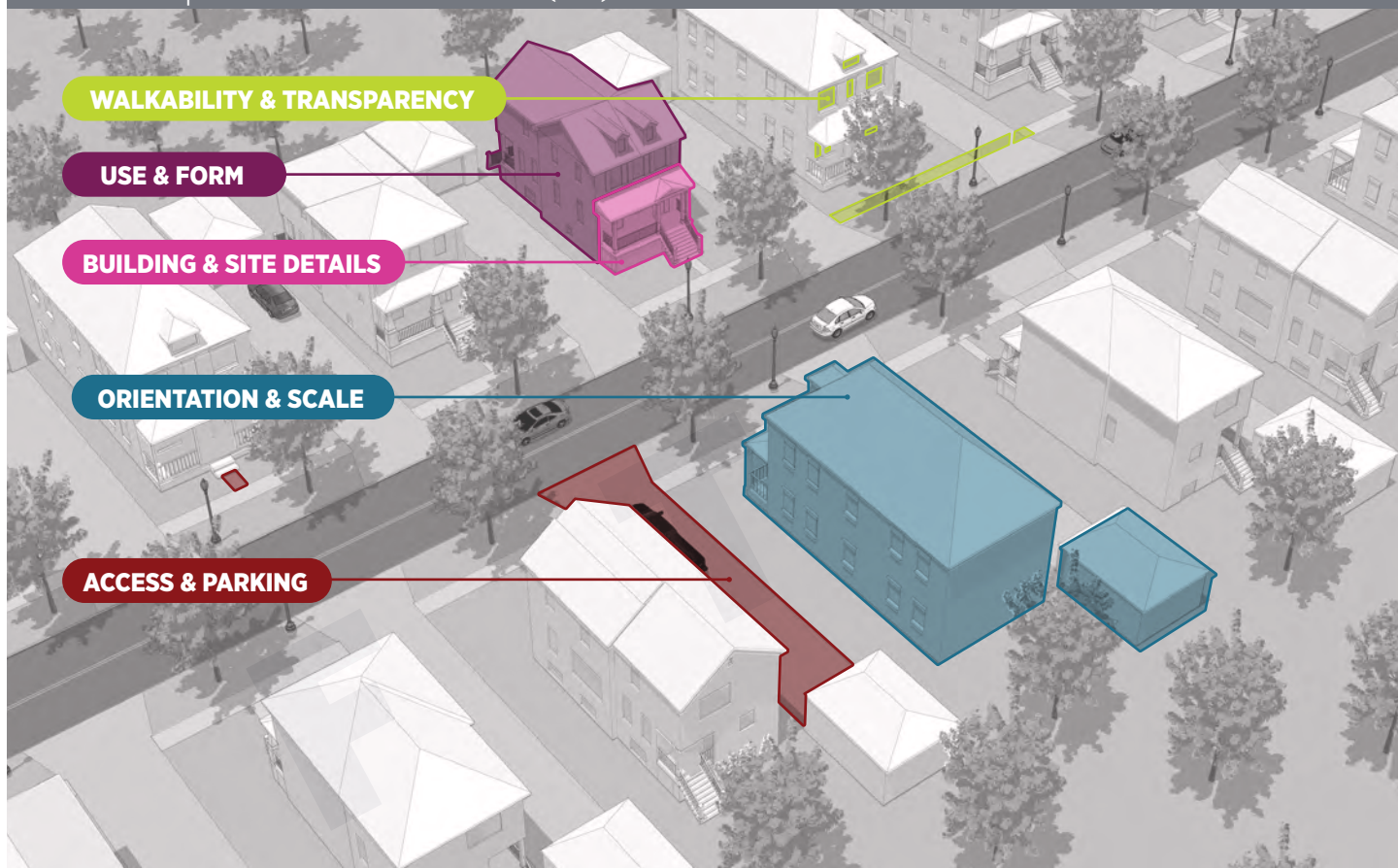
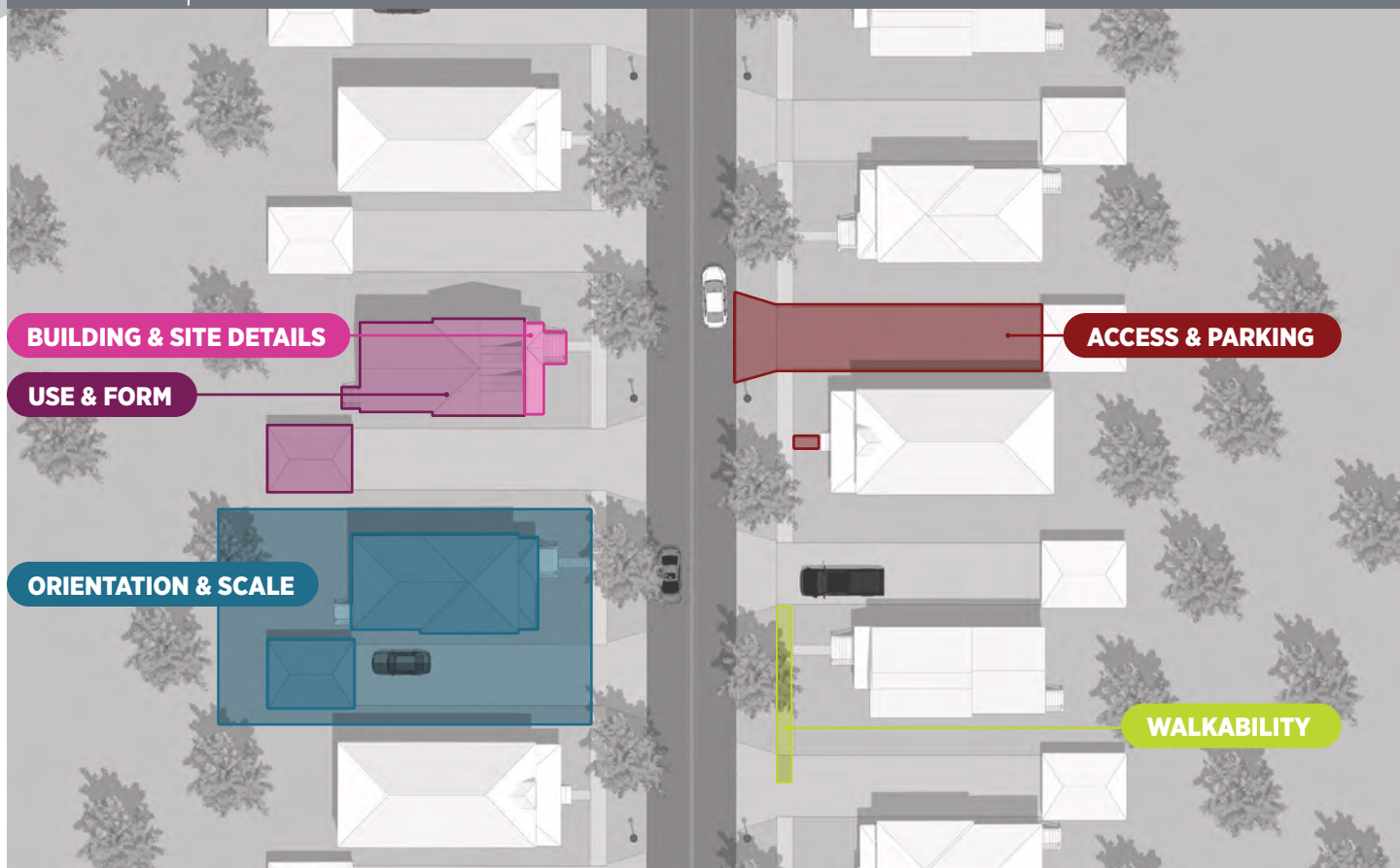


FIG 3.1.2.2 | HD RESIDENTIAL SITES - COMPOSITION PLAN VIEW



SEC 3.1.2.2 | HISTORIC DOWNTOWN RESIDENTIAL SCALE

Within downtown, the scale of residential streets is reflective of the historic nature of downtown. Homes are generally two floors, with some featuring finished attic spaces creating a third floor. The structures on these lots allow for moderate setbacks, driveways to access rear garages, and the homes are proportional to the lots on which they were constructed (height and width). The photos at the bottom of the page provide additional reference as to the desired scale in the Downtown Residential subdistrict. Downtown Residential scale-related guidelines are below:

- Scale for residential properties is as much about proportion as height. Home design should be proportional to the width of the lot and complement the height of nearby homes.
- The scale of new construction should reflect the overall architectural style of the proposed structure.
- Additions should be of appropriate scale to maintain the existing architectural style and, where possible, enhance the overall architectural style of the building.
- In addition to overall scale of the structure, elements such as windows, porches, eaves, and similar details should be scaled to create a well-composed home.

FIG 3.1.2.2 | HISTORIC DOWNTOWN RESIDENTIAL SITES - APPROPRIATE SCALE

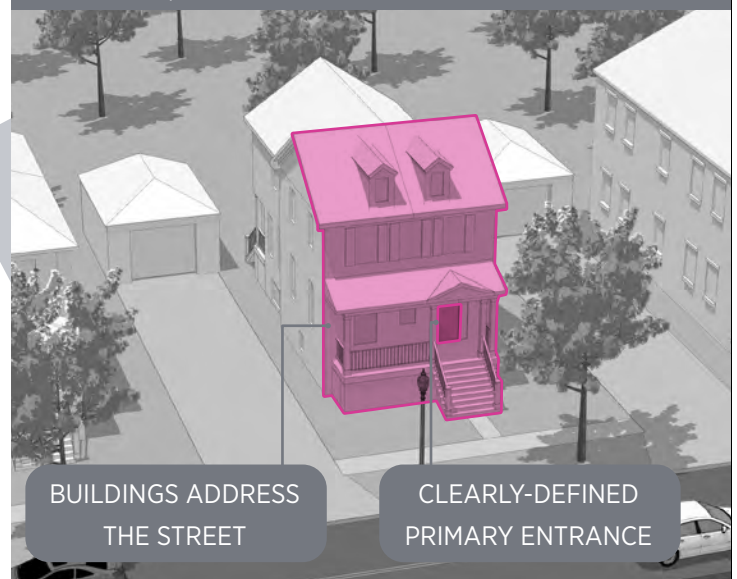


SEC 3.1.2.3 | HISTORIC DOWNTOWN RESIDENTIAL BUILDING ORIENTATION

Within the Historic Downtown Residential subdistrict, residences are generally oriented in a traditional neighborhood configuration with front doors nearer the street and driveways connecting rear garages to the street. Residential building orientation guidelines are below:

- Buildings should address the street.
- Buildings located on a corner lot should place the front door on the primary frontage, with additional detailing placed on the secondary frontage .
- Front doors / primary building access should be from adjacent sidewalks.
- Garages and vehicular parking areas should be oriented to the back of the building, behind the front facade of the home.
- Buildings should be placed at a similar setback to surrounding structures to maintain a consistent building line along residential streets.

FIG 3.1.2.3 | HD RESIDENTIAL BUILDING ORIENTATION



BUILDINGS ADDRESS
THE STREET

CLEARLY-DEFINED
PRIMARY ENTRANCE

SEC 3.1.2.4 | HISTORIC DOWNTOWN RESIDENTIAL TRANSPARENCY & WINDOWS

Restoring original window openings as alterations occur, and requiring levels of transparency similar to historic structures in new construction will preserve these features across the residential subdistrict. Downtown Residential transparency & window guidelines are below:

- During renovations / window replacements, the original size and materials should be utilized to maintain original character of the home.
- The style of window should be in harmony with the overall architectural style of the home being constructed or renovated.
- The materials used for new or replacement windows should be consistent with the overall style and color of the overall building.
- Vinyl and fiberglass windows will be considered, but must provide specifications as to finish and durability.
- New construction should include the number and size of windows to mirror historic homes in the subdistrict.

FIG 3.1.2.4 | HD RESIDENTIAL TRANSPARENCY & WINDOWS

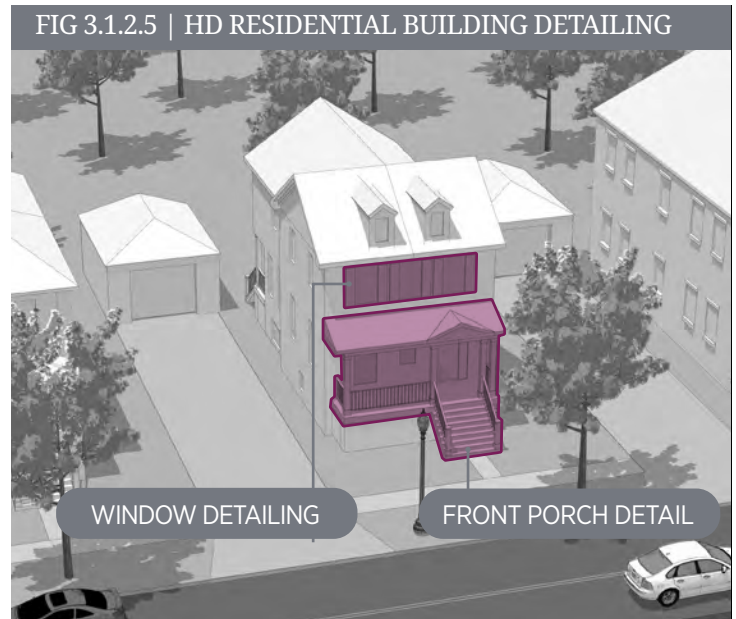


WINDOWS SCALED TO
FIT FACADE

SEC 3.1.2.5 | HISTORIC DOWNTOWN RESIDENTIAL BUILDING DETAILS

New construction should feature high levels of detail and reflect the historic nature of the existing homes. Details should correspond and reflect the underlying architectural style. Building detail guidelines are below:

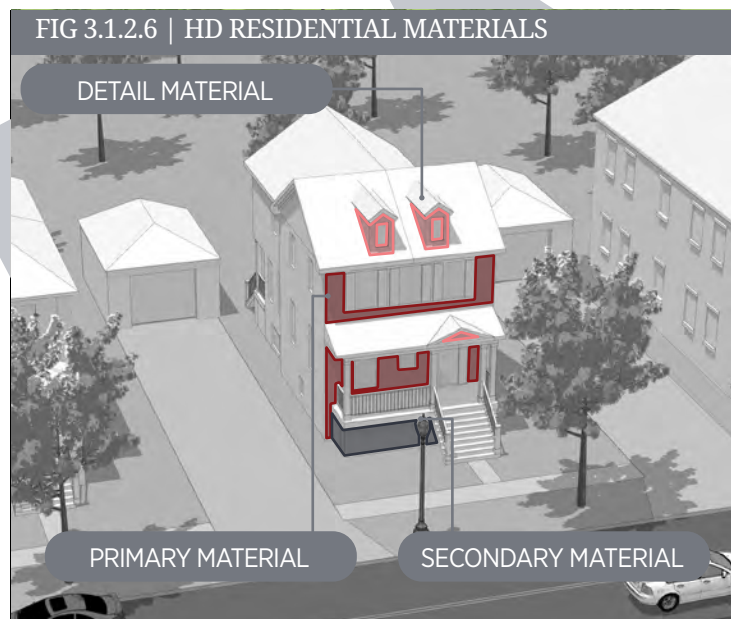
- Architectural features should be included along all streets / sidewalks.
- The home should include detailing such as varying trim or materials around windows and doors.
- Primary entrances are encouraged to be clearly defined and highlighted by front porches or other facade features.
- Roof and building corner details should be included to add visual interest and complement the existing buildings in the district.
- Renovations / alterations should include period-correct details, and restore any deteriorating building details.



SEC 3.1.2.6 | HISTORIC DOWNTOWN RESIDENTIAL MATERIALS

The preference within the Historic Downtown Residential subdistrict is for materials that perform well throughout the changing seasons of Central Ohio. Historic Downtown Residential building material guidelines are below:

- Preferred exterior finishes and materials include brick, stacked stone, wood or composite siding products.
- Other exterior cladding systems and materials may be considered on a case-by-case basis.
- Roof materials should respond to surrounding context. Preference is for standing seam metal roofs or architecturally- and period-appropriate shingle materials.
- Period-correct materials should be used to replace underperforming exterior finishes or detailing.
- Painting of stone, brick, or vinyl materials is prohibited.
- The use of vinyl or foam products for siding or building details is highly discouraged.



SEC 3.1.2.7 | **HISTORIC DOWNTOWN RESIDENTIAL COLOR PALETTE**

Given the preference for natural materials as primary facade materials, the color guidelines below reflect the desire for a neutral base color scheme for downtown. Color guidelines are below:

- The preference is a two-color scheme when utilizing paint. Three-color schemes may be approved depending on overall architectural style, details, materials, etc.
- The primary color of the building should be of a “neutral” tone that reflects the materials and existing palettes used in adjacent buildings.
- Accent colors can be more vibrant colors as illustrated below, but should be used as accent only, not an additional primary color.

SEC 3.1.2.8 | **HISTORIC DOWNTOWN RESIDENTIAL ACCEPTABLE COLORS**

Within the CMU subdistrict, the Benjamin Moore Historical Colors palette should be used as a guide. There are more than 150 different colors in this collection that can be used to determine primary and accent colors. Similar colors from other brands may be proposed, but should mimic the colors in the historic color palette referenced here.

The Benjamin Moore Historical Colors palette website illustrates all of the colors within the collection, and provides guidance for complementary accent colors. A small sample of the variety of colors in the historic collection is below, and are representative only.

Castleton Mist HC-1	Putnam Ivory HC-39	Huntington Beige HC-21	Monterey White HC-27	Cliffside Gray HC-180
Old Salem Gray HC-94	Monticello Rose HC-63	Salisbury Green HC-139	Van Courtland Blue HC-145	Tate Olive HC-112
Fairview Taupe HC-85	Peale Green HC-121	Hamilton Blue HC-191	Georgian Brick HC-50	Charcoal Slate HC-178

3.1.3 | DOWNTOWN RESIDENTIAL ARCHITECTURAL PRECEDENTS

Downtown Johnstown's architectural heritage is deeply tied to its agricultural roots and its role in the late 19th and early 20th century as a commercial hub for surrounding townships. The downtown area evolved organically around its Main Street and the nearby train depot along Track Street, resulting in a compact, grid-like neighborhood pattern extending across several blocks. This extends as far as Jersey Street to the southeast, Edwards Road to the northwest, Williams Street to the southwest, and Track Street to the northeast. Residential structures in downtown primarily reflect modest, traditional Midwestern design trends, with prominent influences from the National, Vernacular Farmhouse, and Craftsman styles. However, downtown also features a rich blend of other architectural elements. This is most evident in Victorian and Queen Anne-inspired gables and spindlework and Craftsman-style porches, featuring exposed rafters and tapered columns, which are often applied to otherwise straightforward National-style or Vernacular Farmhouse structures.

The summary of some common styles on the following pages is intended to provide additional reference materials to the Design Review Board during review of applications for new construction or alterations to existing structures. Where additional guidance is needed in evaluating a request to modify a residential structure in the Downtown Core district, **refer to "A Field Guide to American Houses" by Virginia Savage McAlester** to understand appropriate subtypes, materials, colors, and combinations of styles that complement downtown's existing collection of architectural styles.



NATIONAL



National

Simple, functional homes that were built across the United States throughout the late 19th and early 20th century. They were often built by local builders using traditional methods and readily available materials, with little to no applied ornamentation.

KEY FEATURES:

- Simple shapes and massing
- Front-facing, or side-gabled roofs
- Hall-and-Parlor is a common sub-type (pictured left)
- One to two floors
- Simple porches, often lacking ornamental brackets or spindlework.

QUEEN ANNE



Queen Anne

A popular domestic architectural style at the turn of the century, the Queen Anne is known for its complex massing and often exuberant decoration that mixed Victorian and classical forms.

KEY FEATURES:

- Complex massing, irregular floor plan
- Varied roof lines, with gables and dormers
- Prominent chimneys, often with decorative elements
- Bay or oriel windows, overhangs
- Porches, with either turned posts or more classical columns
- Variety in palette of primary and accent colors

VERNACULAR FARMHOUSE



KEY FEATURES:

- Clapboard Siding
- Gabled Roof
- Front porch with simple posts
- L-shaped plan is common

Vernacular Farmhouse

Built generally of wood-frame construction, these dwellings often feature gabled roofs and simple design elements. The simplistic style, welcoming front facade, and covered porch reflect the rural character prevalent in Johnstown.

FOLK VICTORIAN



KEY FEATURES:

- Porches with turned posts and spindles
- Shaped hoodmolds (sometimes carved) over windows
- Patterned shingles in gables
- Windows or doors may be paired
- Polygonal bay windows

Folk Victorian

Residential architecture built during the Victorian era could be quite ornate, with fanciful decoration, porches, and bay windows. In the vernacular buildings of the period, though, Victorian elements were often applied to simple forms.

CRAFTSMAN



KEY FEATURES:

- Wide, overhanging eaves
- Exposed eave rafters or knee-brace brackets
- Structure of chimneys exposed
- Windows grouped in twos or threes, often with multiple-paned sash
- Pergola porches, with exposed rafters

Craftsman

The Craftsman movement was promoted in the early 20th century by Gustav Stickley in his magazine, *The Craftsman*. The buildings featured horizontal lines, natural materials, and exposed structural elements such as rafters and knee-brace brackets. In the Craftsman bungalow, the front porch is built into the house rather than added on.

AMERICAN FOUR SQUARE



KEY FEATURES:

- 2 to 2.5 floors
- Boxy shape with low-pitched hipped roof
- Centrally located dormers on front and side
- Broad front porch
- Brick, clapboards or shingles on walls

American Four Square

One of the most common house types in the early 20th century, the American Four Square was the ideal expression of the comfortable and affordable house. Well-suited to small building lots, this type of house was common in Central Ohio.

3.2 | **COMMERCE CORRIDOR**





3.2 | COMMERCE CORRIDOR

Throughout the development of these guidelines, the clear consensus is the residents of Johnstown expect welcoming, mixed-use corridors that support pedestrians and automobiles. Careful consideration of overall site details, how uses are arranged, and the blend of uses is key to creating these corridors.

The underlying zoning districts that regulate uses and general site standards for parcels within the Commerce Corridor district—setbacks, lot coverage, minimum lot area, and more—are listed below. These zoning districts are established in Title Five of the Codified Ordinances and should be referenced during reviews by the DRB.

Ch 1143 | Suburban Residential (SR-1)

Ch 1157 | General Community Commercial (GCC-2)

Ch 1147 | Urban Residential Low Density (UR-1)

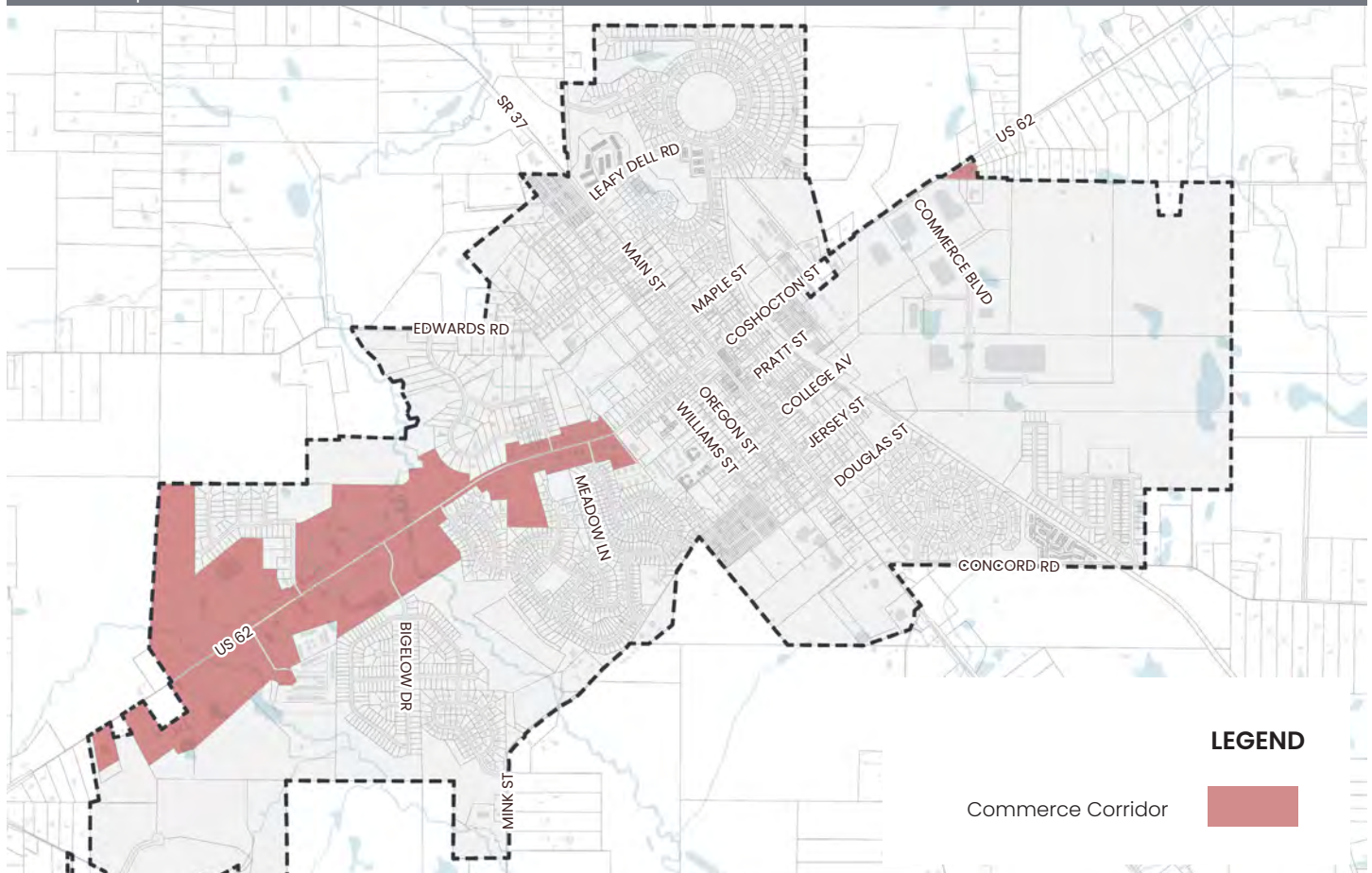
Ch 1159 | Light Manufacturing (LM)

Ch 1151 | Multiple-Family Residential (AR-1)

Ch 1169 | Village Commercial (VIL COM)

Ch 1155 | General Community Commercial (GCC-1)

FIG 3.2 | COMMERCE CORRIDOR DESIGN DISTRICT - MAP



SEC 3.2.1 | COMMERCE CORRIDOR INSPIRATION

A key focus of this design district is ensuring that new development creates an environment that balances access by pedestrians and automobiles with buildings that support contemporary uses. The photos below offer inspiration for future development.



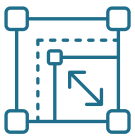
SEC 3.2.2 | COMMERCE CORRIDOR SITE COMPOSITION

Consideration of primary circulation routes and access points, building and front door location, parking areas, and a compatible mix of uses are key to site design within the Commerce Corridor district. This district should provide opportunities for a variety of uses including commercial and residential uses. General guidelines for site composition elements are below.



1. USE & FORM | REDUCE AUTOMOBILE DOMINANCE

- Create frontages – Buildings should reflect the form of downtown, with buildings being located closer to the roadway and parking located behind or beside buildings. Sidewalks provide pedestrian access throughout new developments.
- Mix uses through redevelopment – Continue commercial frontages along the corridor while allowing residential infill behind commercial uses.



2. ORIENTATION & SCALE | MAINTAIN CONSISTENT SCALE

- Create “streets” – Use primary circulation routes as internal streets, with buildings located close to the street with sidewalk access and landscaped tree lawns.
- Scale to the community – Single-floor commercial up to three-floor residential buildings are preferred. Any three-floor buildings should be located behind smaller buildings along the corridor to maintain scale along corridor frontages.



3. WALKABILITY & TRANSPARENCY | CREATE WALKABLE CLUSTERS

- Support pedestrians – Consolidation of commercial uses into walkable nodes supported by sidewalks from adjacent residential development is the preferred use arrangement. Service and loading areas should be located and screened to minimize appearance.
- Transparency – Primary facades along streets should be highly transparent with large windows. Primary entrances should be highly visible.



4. SITE & BUILDING DETAILS | CONTINUE CHARACTER FROM THE CORE

- Quality materials – Whether renovations or new construction, materials used should be of lasting quality. This includes using stone and masonry products as primary facade materials accented by glass, metal, or complementary stone details.
- Continue Johnstown character – Use landscaping to define streets, screen parking areas from view, and restore tree canopy along the corridor.



5. ACCESS & PARKING | SUPPORTING PEDESTRIANS AND VEHICLES

- Balance access – Consolidate and minimize curb-cuts. Create new “streets” that include clearly delineated vehicular and pedestrian routes throughout development.
- Parking and driveways – Driveways and parking areas should be consolidated as much as possible. Use on-street parking within the site to provide buffers for sidewalks and convenience parking for visitors.

FIG 3.2.2 | COMMERCE CORRIDOR - COMPOSITION BIRDSEYE VIEW

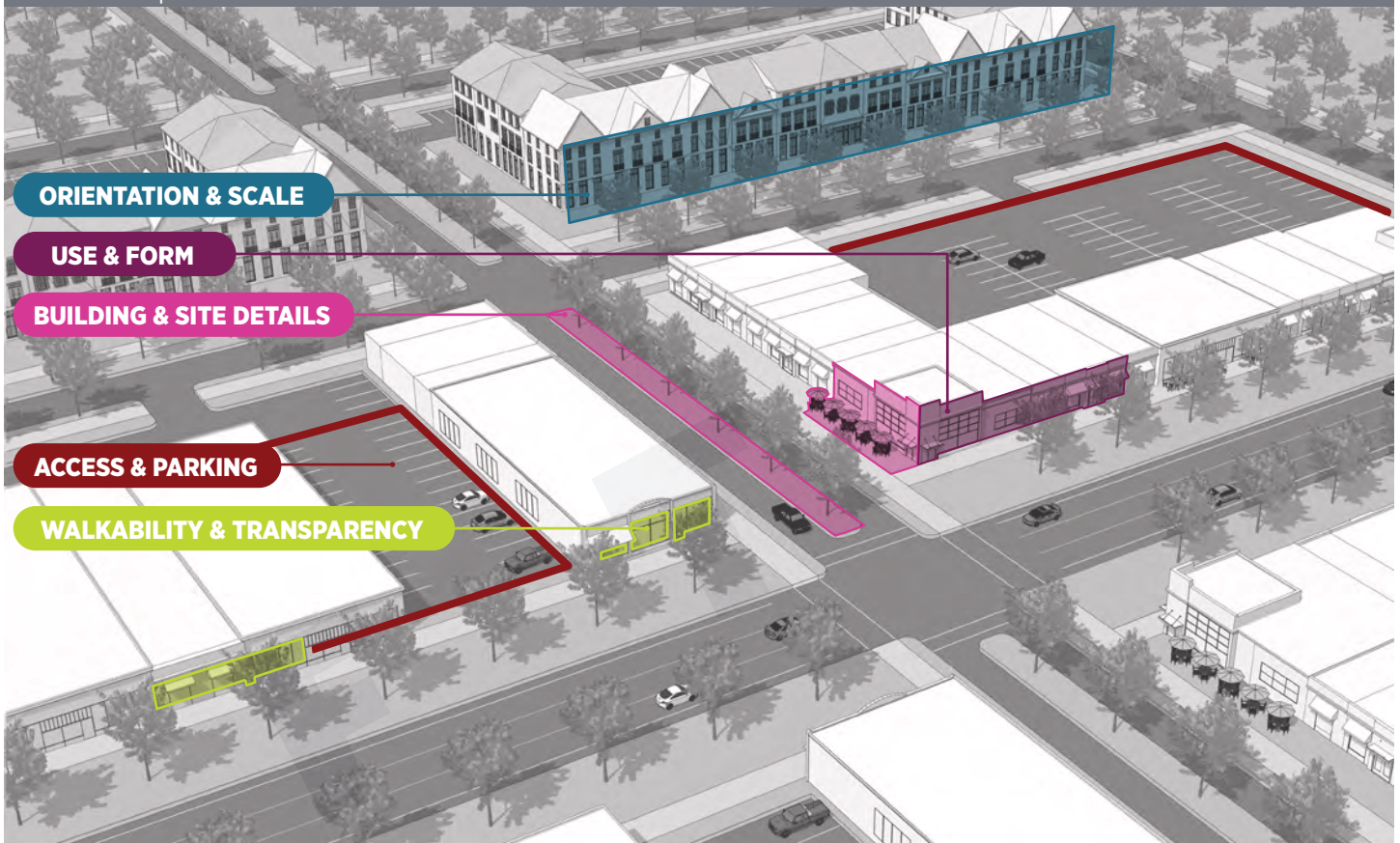
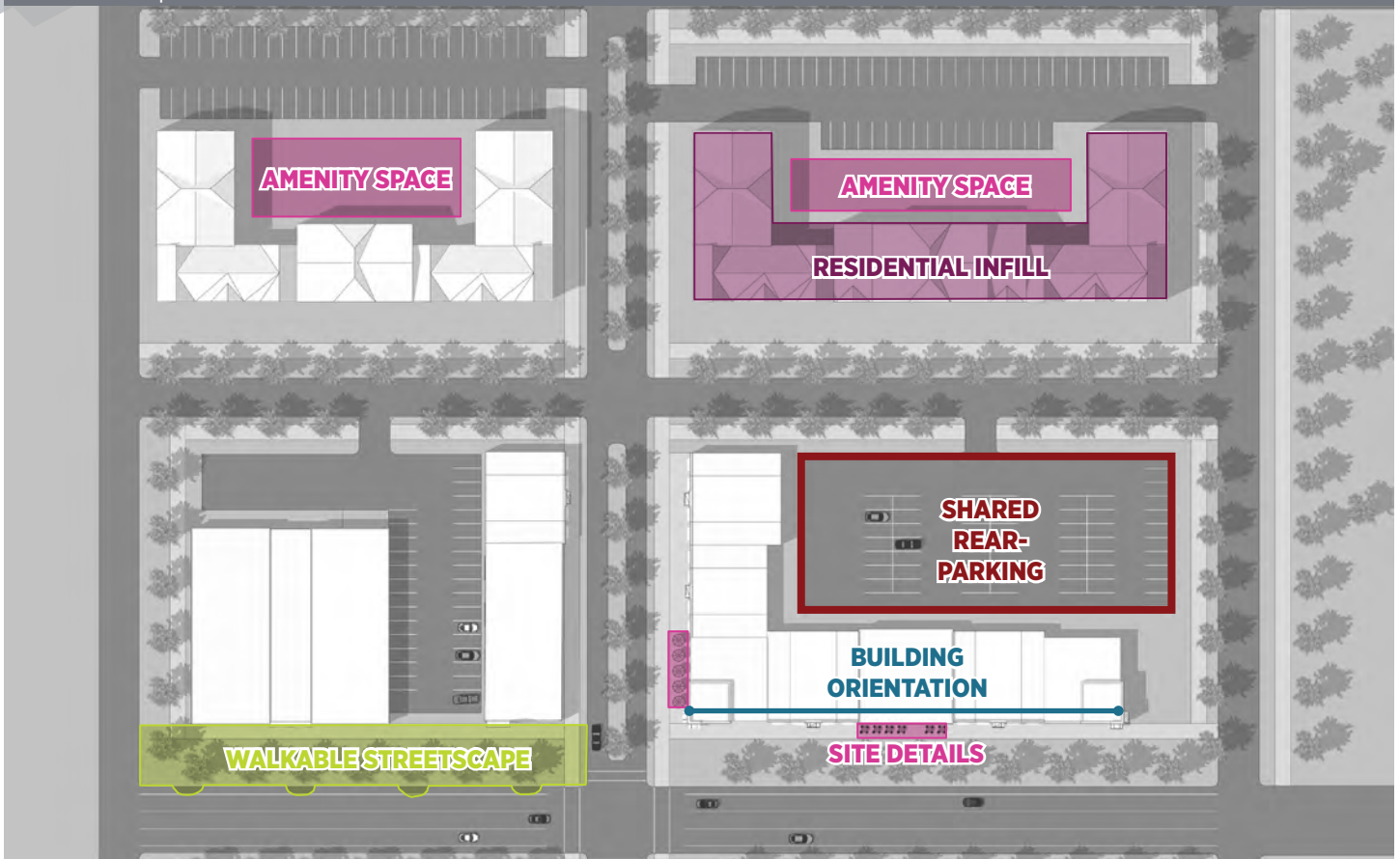


FIG 3.2.3 | COMMERCE CORRIDOR - COMPOSITION PLAN VIEW



SEC 3.2.3 | COMMERCE CORRIDOR SCALE

Along corridor frontages, one or two floor buildings are preferred. Three floors may be permitted within the district, but screening and transitioning height will be key considerations during review. The photos at the bottom of the page provide reference to what is an appropriate scale within the Commerce Corridor subdistrict. Commerce Corridor scale-related guidelines are below:

- Maintaining a pedestrian scale is a primary focus of this district. Within Johnstown, this scale reflects one to three floor buildings within the Commerce Corridor district.
- The preference for new construction is one or two floors along the US-62 frontage. Up to three floors may be permitted further from the corridor frontage if there is consideration given to transition of height and surrounding context during the design process.
- The scale of building facades should reflect those of downtown with front doors repeating at a cadence that supports pedestrian access and walkability.

FIG 3.2.3 | COMMERCE CORRIDOR - APPROPRIATE SCALE

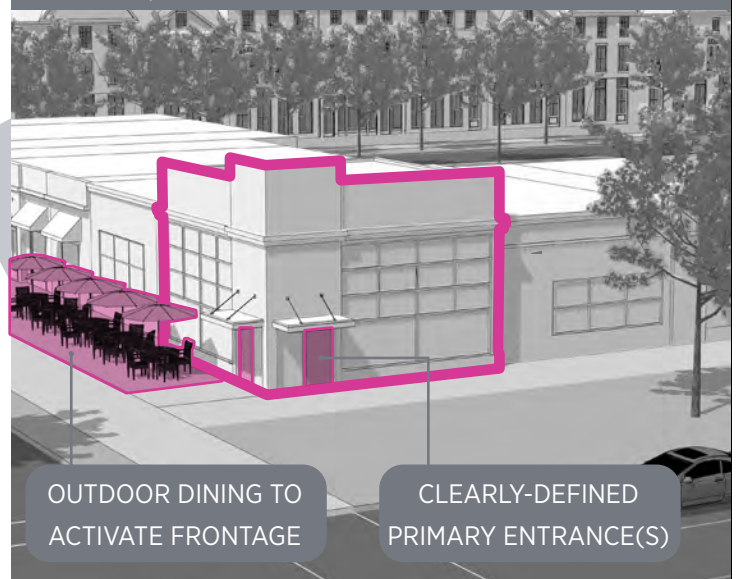


SEC 3.2.4 | COMMERCE CORRIDOR BUILDING ORIENTATION

Building orientation has a major impact on overall site function. Consideration should be given to both pedestrians and automobiles. Commerce Corridor building orientation guidelines are below:

- Buildings should be oriented to place the front of the building near the sidewalk / street.
- Buildings located on a corner of two streets may provide a corner entrance, or two primary entrances (one for each street frontage).
- Front doors / primary building access should be easily accessible from adjacent sidewalks.
- Service and loading areas should be oriented to the back of the building, and screened from adjacent streets and sidewalks.
- Uses such as outdoor dining are encouraged between the sidewalk and front door of the building.

FIG 3.2.4 | BUILDING ORIENTATION

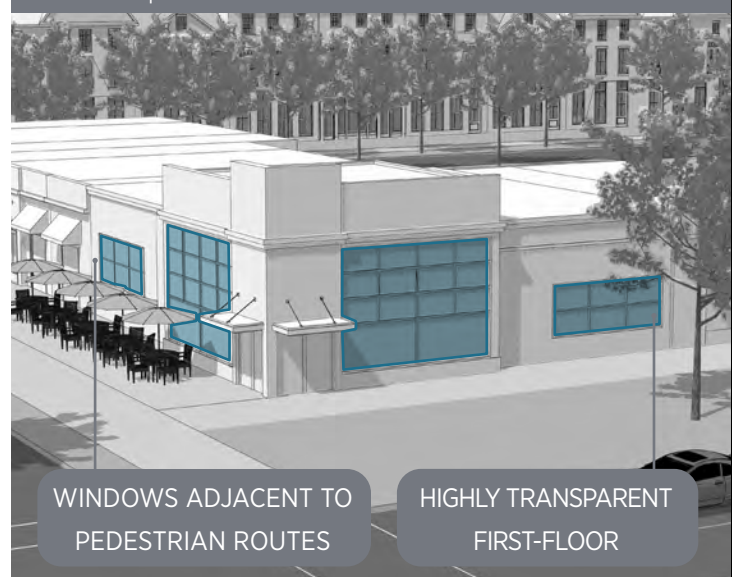


SEC 3.2.5 | COMMERCE CORRIDOR TRANSPARENCY & WINDOWS

Similar to downtown, buildings within this district should include large windows and high levels of transparency. Commerce Corridor transparency & window guidelines are below:

- Ground floors should be highly transparent along the street and sidewalks. This includes both windows and well-defined entryways.
- Upper floor windows should be scaled and arranged in a manner that complements the ground floor and reflects the pedestrian scale of the building.
- Large “storefront” glass systems may be utilized along with other exterior cladding systems and will be considered on a case-by-case basis.

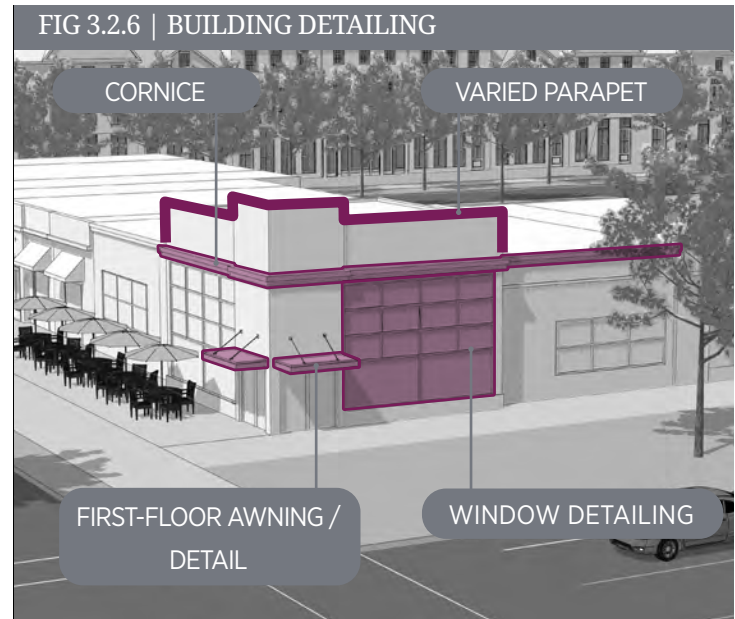
FIG 3.2.5 | TRANSPARENCY & WINDOWS



SEC 3.2.6 | COMMERCE CORRIDOR BUILDING DETAILS

New development within the Commerce Corridor should avoid corporate architecture in favor of timeless building design. Commerce Corridor detail guidelines are below:

- Architectural features should be included along all streets / sidewalks.
- The ground floor should include detailing such as varying trim or materials around windows and doors.
- Primary entrances are encouraged to be recessed or feature an awning / canopy to add dimension to the building face and should be clearly defined.
- Upper floor windows should feature detailing, including differing materials, colors, and textures.
- Parapet and building corner details should be included to add visual interest.



SEC 3.2.7 | COMMERCE CORRIDOR MATERIALS

The general preference is for long-lasting materials that perform well throughout the changing seasons of Central Ohio. Commerce Corridor material guidelines are below:

- Primary building facade materials are encouraged to be a stone or masonry product.
- Modern cladding / finishing systems that complement and mirror the performance of preferred natural materials are encouraged.
- Glass facades and cladding systems may be utilized, but will be considered on a case-by-case basis.
- Wood-based materials may be used to add detailing to the building.
- The use of vinyl or foam products for siding or building details is strongly discouraged.
- The painting of existing brick or stone is strongly discouraged.



SEC 3.2.8 | COMMERCE CORRIDOR COLOR PALETTE

Given the preference for natural materials as primary facade materials, the color guidelines below reflect the desire for a neutral base color scheme for the Commerce Corridor district. Color guidelines are below:

- The preference is a two-color scheme when utilizing paint.
- The primary color of the building should be of a “neutral” tone that reflects the materials and existing palettes used in adjacent buildings.
- Accent colors can be more vibrant colors as illustrated below, but should be used as accent only, not an additional primary color.

SEC 3.2.9 | COMMERCE CORRIDOR ACCEPTABLE COLORS

Within the Commerce Corridor district, the Benjamin Moore Color Stories palette should be used as a guide. There are more than 200 different colors in this collection that can be used to determine primary and accent colors. Similar colors from other brands may be proposed, but should mimic the colors in the Color Stories palette referenced above.

The [Benjamin Moore Color Stories](#) palette website illustrates all of the colors within the collection, and provides guidance for complementary accent colors. A small sample of the variety of colors in the color stories collection is below, and are representative only.



3.3 | **NEIGHBORHOOD**





3.3 | NEIGHBORHOOD

Throughout the development of these guidelines, the clear consensus is the residents of Johnstown desire thoughtfully designed, welcoming neighborhoods. Careful consideration of overall street and lot arrangement, home design, and provision and location of amenities will ensure the long-term viability of new neighborhoods within Johnstown.

The underlying zoning districts that regulate uses and general site standards for parcels within the Neighborhood district—setbacks, lot coverage, minimum lot area, and more—are listed below. These zoning districts are established in Title Five of the Codified Ordinances and should be referenced during reviews by the DRB.

Ch 1143 | Suburban Residential (SR-1)

Ch 1155 | General Community Commercial (GCC-1)

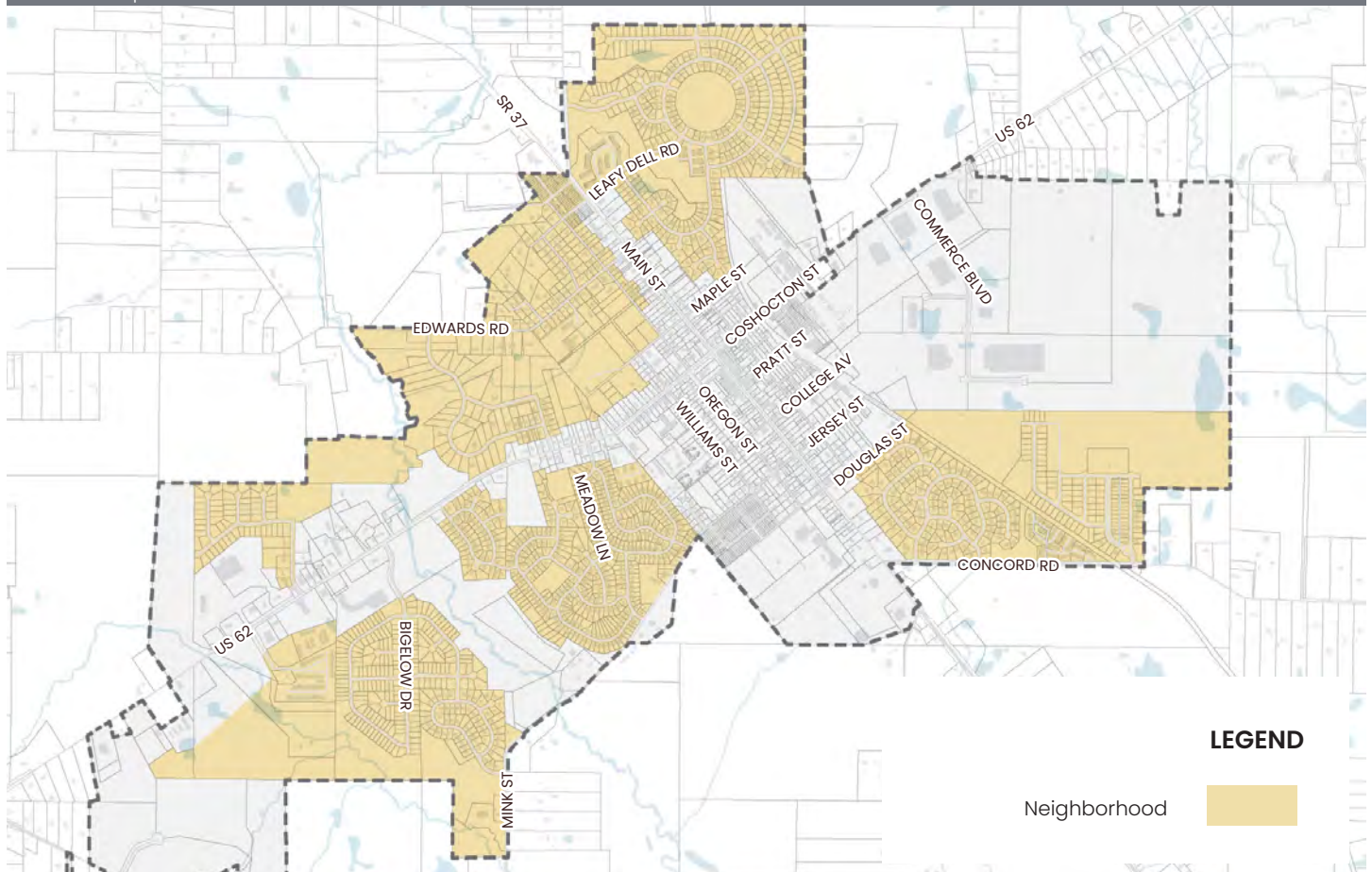
Ch 1147 | Urban Residential Low Density (UR-1)

Ch 1167 | Village Center (VC)

Ch 1149 | Urban Residential Moderate Density (UR-2)

Ch 1151 | Multiple-Family Residential (AR-1)

FIG 3.3 | NEIGHBORHOOD DESIGN DISTRICT - MAP

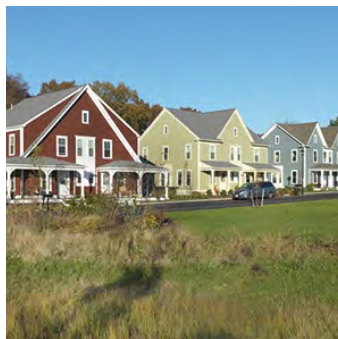
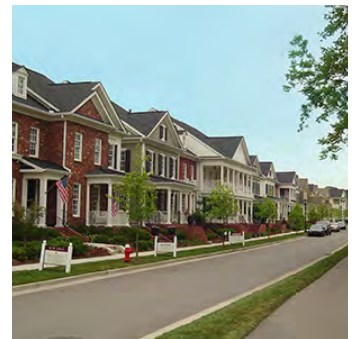


SEC 3.3.1 | REVIEW PROCEDURE

The goal of the review of proposed neighborhoods is to determine optimal street alignments, lot arrangements, and establish an acceptable architectural package for street-facing facades. The role of the DRB is to adopt the neighborhood plan and architecture package, with city staff responsible for formal site plan review and individual home permit review for compliance with the adopted plans. Deviations from adopted plans will be subject to review by the DRB prior to implementation. See Chapter 1187 – Design Review Administration and Regulations of the City’s Codified Ordinances for further description of the procedures for review.

SEC 3.3.2 | NEIGHBORHOOD INSPIRATION

A key focus of this design district is ensuring that future residential neighborhoods continue the established design character of Johnstown. Preferred design is one that prioritizes the home over the automobile. The photos below offer inspiration for future development.



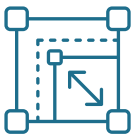
SEC 3.3.3 | NEIGHBORHOOD SITE COMPOSITION

Neighborhoods in Johnstown should be welcoming and family-friendly. Neighborhoods should feature well-connected sidewalks, open spaces and community amenities, and exhibit the same quality of materials expected in the other design review districts. General guidelines for site composition elements within the Neighborhood district are below.



1. USE & FORM | TRADITIONAL CHARACTER WITH MODERN AMENITIES

- Single-family is typical – Detached single-family residences are the primary use within the district.
- Create connections – Buildings should be placed close to the street in line with required setbacks in the applicable zoning district. Front porches / primary entries should be the focus from the sidewalk with garages and driveways arranged to minimize appearance.



2. ORIENTATION & SCALE | SCALE CONSISTENT WITH LOT SIZES

- Welcoming front doors – Primary entrances, porches, and larger windows should face the street and be the focus of the view from the sidewalk.
- Match scale of home and lot – The scale of the homes should be proportional to the lots within the neighborhood. Designs with two or more floors should utilize breaks in the facade to add visual interest and align the scale of the building with the width of the lot.



3. WALKABILITY & TRANSPARENCY | CREATE ACTIVE NEIGHBORHOODS

- Support pedestrians – Sidewalks should be provided on both sides of the street. Intersections should be designed with clearly defined crosswalks and clear sight-lines.
- Transparency – Homes should include windows that are located and scaled to match the overall design of the building. Building design should include large first floor windows and should feature windows along all street-facing facades.



4. SITE & BUILDING DETAILS | EXHIBIT QUALITY IN DESIGN AND DETAILS

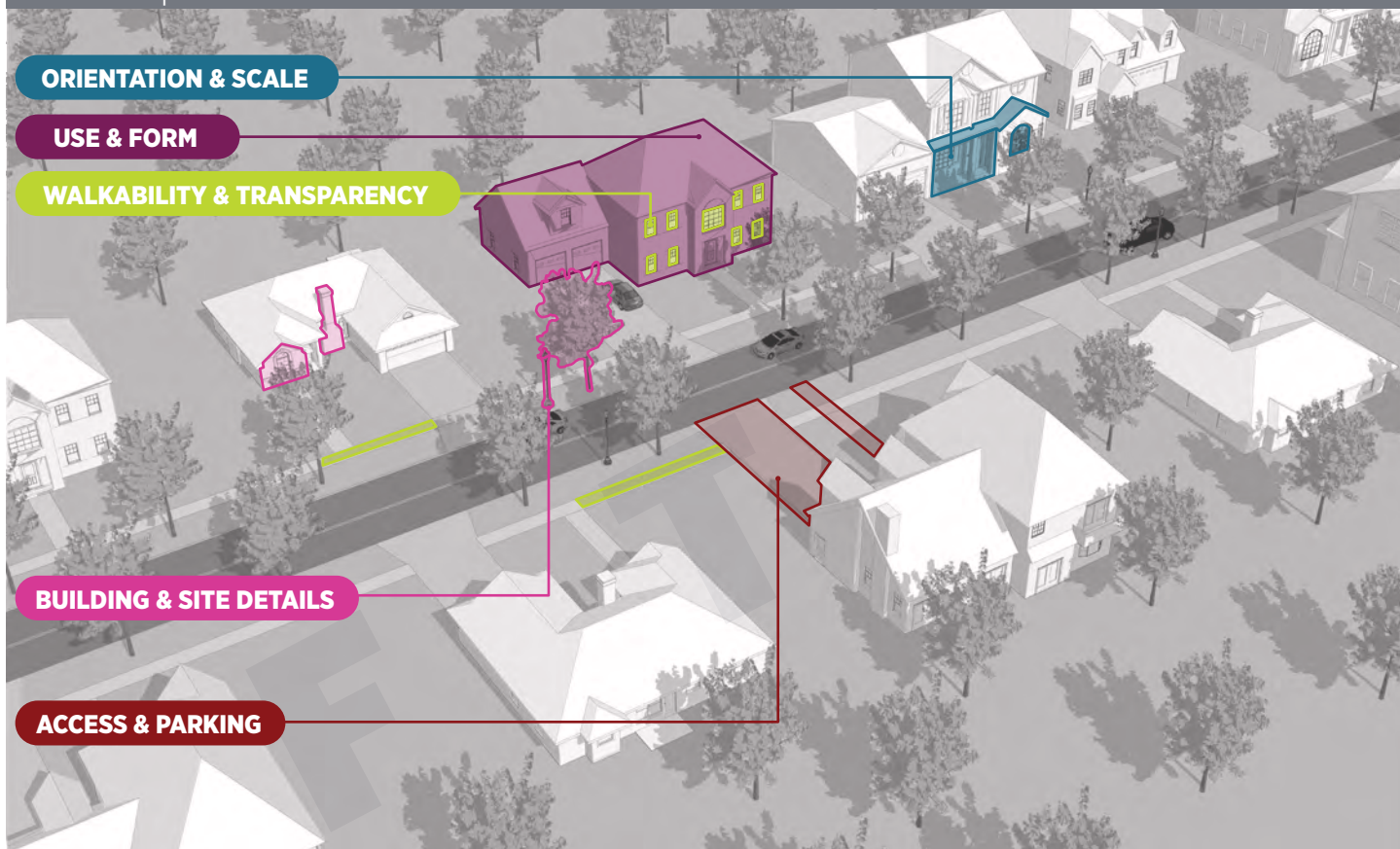
- Quality materials – Whether renovations or new construction, materials used should be of lasting quality. This includes using stone and masonry products as primary facade materials accented by siding or complementary stone details.
- Leverage landscaping – Use landscape features to define neighborhood entries and in common open space / amenity areas.



5. ACCESS & PARKING | ACCOMMODATING VEHICLES IN PEDESTRIAN FRIENDLY WAYS

- Balance access – Preference for single-car driveway widths that connect side or rear garages. Alleys are encouraged where networks exist or can be expanded.
- Multiple connections encouraged – New neighborhoods should utilize multiple roadway connections. New streets using existing roadway stub-outs in neighboring development is highly encouraged when designing new subdivisions.

FIG 3.3.1 | NEIGHBORHOOD - COMPOSITION BIRDSEYE VIEW



SEC 3.3.4 | NEIGHBORHOOD COLOR PALETTE

The preferred colors for the Neighborhood district is the Benjamin Moore Color Stories palette, highlighted below. Other brands of paint may be utilized, but should match the colors in the collection referenced above. The colors below are suggested starting points when determining the primary color of a structure.

- The preference is a two-color scheme when utilizing paint. Three-color schemes may be approved depending on overall building design, details, materials, etc.
- The primary color of the building should be of a “neutral” tone with complementary accent colors, as illustrated below.

Paper Doll CSP-485	Melted Butter CSP-905	Penthouse CSP-35	Barefoot In The Grass CSP-840	Sheer Bliss CSP-545
Paper Lantern CSP-1150	Sea Glass GSP-735	Adriatic Sea CSP-660	Arctic Seal CSP-15	Nortre Dame CSP-570

SEC 3.3.5 | NEIGHBORHOOD BUILDING ORIENTATION

Within the Neighborhood district, homes should share similar setbacks and be located closer to the street in line with applicable setbacks of the underlying zoning district. Neighborhood building orientation guidelines are below:

- Buildings should be located close to the street.
- Buildings located on a corner lot should place the front door on the primary frontage, with additional detailing placed on the secondary frontage.
- Front doors / primary building access should be from adjacent sidewalks.
- Garages and vehicular parking areas should be oriented to the back of the building, away from sidewalks / streets.
- Buildings should be placed at a similar setback to surrounding structures to maintain a consistent character along neighborhood streets.



SEC 3.3.6 | NEIGHBORHOOD TRANSPARENCY & WINDOWS

Within the Neighborhood district, windows should respond to the overall architectural style and complement the features and style of the home. Neighborhood transparency & window guidelines are below:

- During renovations / window replacements, the original size should be utilized to maintain original character of the home.
- The style of new or replacement windows should match the overall architectural style of the home being constructed or renovated.
- The materials used for new or replacement windows should be consistent with the overall style and design of the building.
- New construction is encouraged to include multiple windows in all rooms.



SEC 3.3.7 | NEIGHBORHOOD BUILDING DETAILS

Homes within the Neighborhood district are encouraged to share similar elements—front porches for example—but utilize different details to define the character of each individual home. Building detail guidelines for the Neighborhood district are below:

- Architectural features such as columns, cornice details, porches, stairways, and similar should be included on all facades facing a street.
- The home should include detailing such as varying trim or materials around windows and doors.
- Primary entrances are encouraged to be clearly defined and highlighted by front porches or other facade features.
- Roof and building corner details should be included to add visual interest and define overall neighborhood character.
- Renovations / alterations should include period-correct details, and restore any deteriorating building details.

FIG 3.3.4 | NEIGHBORHOOD BUILDING DETAILING

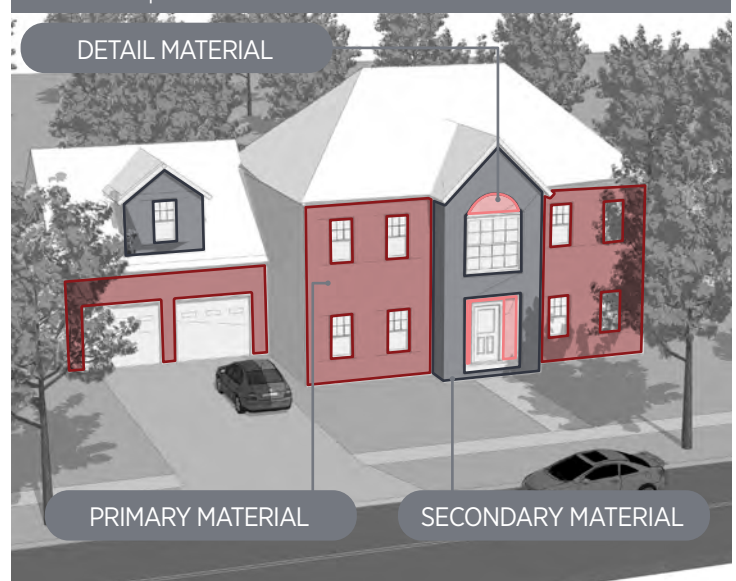


SEC 3.3.8 | NEIGHBORHOOD MATERIALS

The overall preference is for durable, natural materials including stone and masonry materials that perform well throughout the changing seasons of Central Ohio. Neighborhood district building material guidelines are below:

- Preferred exterior finishes and materials include brick, stacked stone, or composite wood siding products.
- Other exterior cladding systems and materials may be considered on a case-by-case basis.
- Roof materials should respond to surrounding context. Preference is for standing seam metal roofs or architectural shingles.
- The use of vinyl or foam products for siding or building details is discouraged.
- All solar panel installations should be arranged so that the panels are not visible from the street on which the home is located.

FIG 3.3.5 | NEIGHBORHOOD MATERIALS



3.4 | **INDUSTRIAL**





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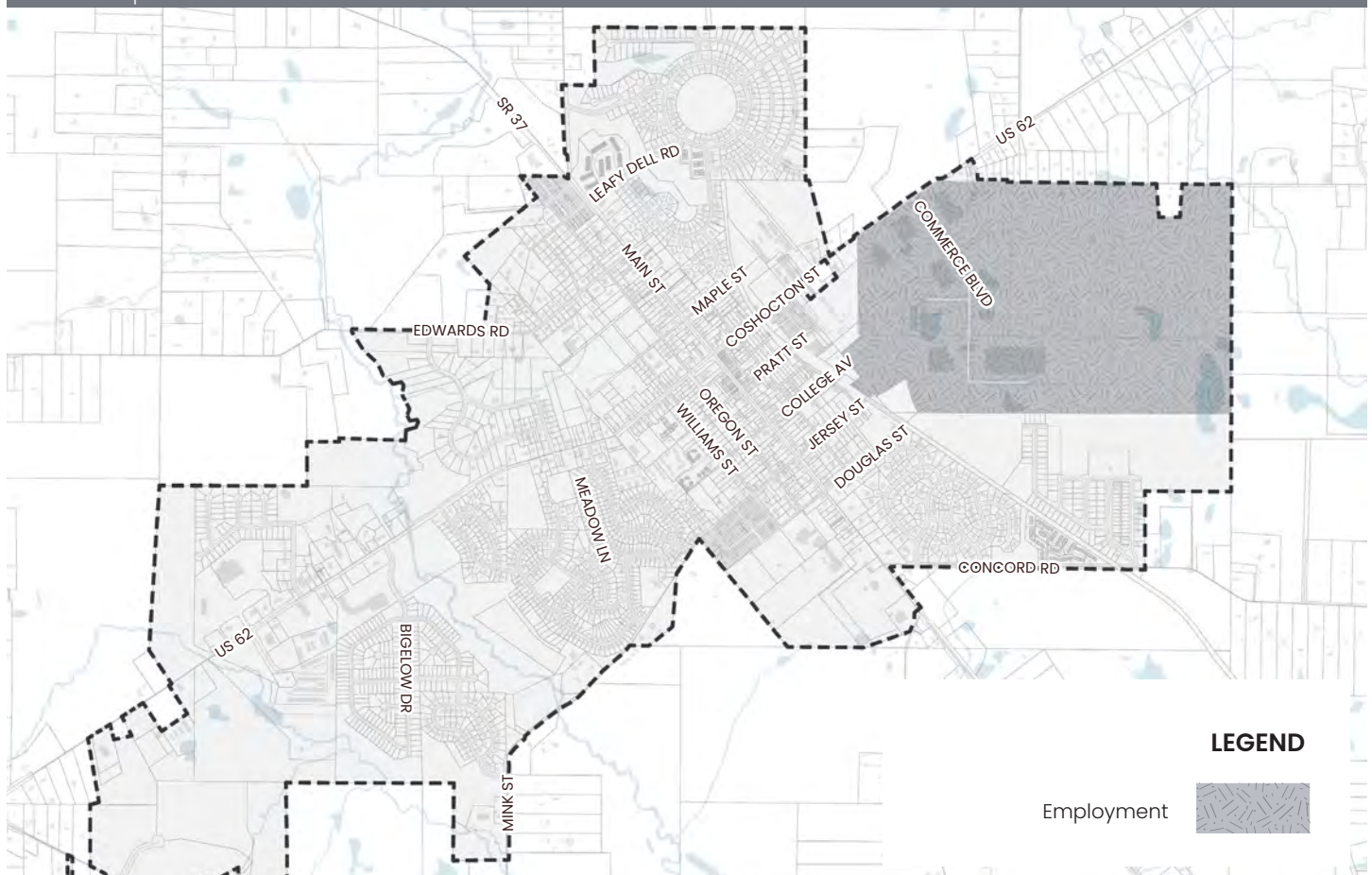
3.4 | INDUSTRIAL

Throughout the development of these guidelines, the clear consensus is that industrial areas should match the remainder of Johnstown in terms of aesthetics and design. Careful consideration of overall street and lot arrangement, building design and location, and inclusion of buffering and screening along streets and adjacent developments ensures the long-term viability of new development within the Industrial district of Johnstown.

The underlying Light Manufacturing (LM) zoning district regulates uses and general site standards for parcels within the Employment district—setbacks, lot coverage, minimum lot area, and more. The regulations for the LM zoning district are established in [Chapter 1159 - Light Manufacturing \(LM\) District](#) of the Codified Ordinances and should be referenced during site plan reviews by Johnstown staff.

As noted in Section 3, the standards for this district are adopted into [Chapter 1159 - Light Manufacturing \(LM\) District](#) of the City's Codified Ordinances. This is due to the straightforward nature of the aesthetic goals of the City related to these districts. The primary goal of this district is to focus landscaping between the building and the street, screen outdoor storage areas from adjacent streets, and establish basic building and parking orientation standards.

FIG 3.4 | EMPLOYMENT DESIGN DISTRICT - MAP



SEC 3.4.1 | EMPLOYMENT INSPIRATION & DESIGN GUIDANCE

While the underlying zoning allows for light industrial uses, the design of sites should be aesthetically pleasing and accommodate for pedestrians. The photos at the bottom of the page offer inspiration for future development. Basic design guidance for this district includes:

- Locating office functions near the front of sites closer to the street provides visual interest and allows for easier connections to the street.
- Landscaping should be consolidated between the building and parking areas and the street.
- Additional screening should be provided between any uses in the employment district and adjacent residential uses.
- Inclusion of sidewalks supports mid-day mobility and exercise for employees in the district.

