



Regular Council Meeting
Tuesday, August 18, 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. July 21, 2026
 - b. July 23, 2026 special meeting
 - c. August 4, 2026 special meeting
7. Citizen comments on matters not on the agenda
8. Council Committee reports
 - a. **Design Review Board:** Met 8/11/26; Next 8/25/26 @ 5:30 pm council chambers
 - b. **Planning & Zoning:** 8/11/26 canceled; Next 8/25/26 @ 6:30 pm council chambers
 - c. **Finance:** 8/18/26 @ 5:30 pm; Next 9/15/26 @ 5:30 pm council chambers
 - d. **Planning & Zoning:** Next 9/1/26 @ 6:30 pm council chambers
9. Director Reports
 - a. Police Chief
10. Tabled Legislation
 - a. **ORDINANCE 11-2026** AN ORDINANCE AMENDING SECTION 921.06 OF THE CODIFIED ORDINANCES OF JOHNSTOWN, OHIO IN ORDER TO SET WATER TAP AND CAPACITY FEES CHARGED BY THE CITY OF JOHNSTOWN. *Introduced July 23, 2026. Tabled August 4, 2026.*
 - b. **ORDINANCE 12-2026** AN ORDINANCE AMENDING SECTION 925.035 OF THE CODIFIED ORDINANCES OF JOHNSTOWN, OHIO IN ORDER TO SET SEWER TAP AND CAPACITY FEES CHARGED BY THE CITY OF JOHNSTOWN. *Introduced July 23, 2026. Tabled August 4, 2026.*
11. Public Hearings of Legislation
 - a. **ORDINANCE 13-2026** AN ORDINANCE AUTHORIZING CERTAIN ACTIONS NECESSARY TO MAINTAIN THE STATUS OF THE JOHNSTOWN COMMUNITY IMPROVEMENT CORPORATION, INCLUDING AUTHORIZING THE CITY MANAGER OR FINANCE DIRECTOR TO TAKE ALL ACTIONS NECESSARY TO MAINTAIN SUCH STATUS; DIRECTING THE PREPARATION OF A CODE OF REGULATIONS; ESTABLISHING THE BOARD STRUCTURE; AND DECLARING AN EMERGENCY. *Introduced on August 4, 2026. Public Hearing and Vote on August 18, 2026.*

- b. **RESOLUTION 2026-37** A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INFRASTRUCTURE DEVELOPMENT AND UTILITIES CAPACITY RESERVATION AGREEMENT WITH THE JOHNSTOWN LAND COMPANY II LLC AND THE BOARD OF TRUSTEES OF THE JOHNSTOWN NEW COMMUNITY AUTHORITY. *Introduction/Public Hearing/Vote August 18, 2026*
- c. **RESOLUTION 2026-38** RESOLUTION TO APPROVE EMPLOYMENT AGREEMENT AND TO APPOINT TERRY EMERY AS CITY MANAGER. *Introduction/Public Hearing/Vote August 18, 2026*

12. Introduction of Legislation

- a. **ORDINANCE 15-2026** AN ORDINANCE TO AMEND THE JOHNSTOWN COMMUNITY REINVESTMENT AREA #4 TO ADD APPROXIMATELY 169.84 +/- ACRES TO THAT AREA. *Introduction only. Public Hearing and Vote on September 1, 2026*

13. Other Business

14. Adjourn

Next Regular Council Meeting September 1, 2026



Regular Council
Tuesday, July 21, 2026 - 6:30 PM
MINUTES

1. Call to Order

Council President Ryan Green called to Order the City of Johnstown Regular Council Meeting for July 21, 2026 at 6:31 PM.

2. Roll Call

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

Staff present - Jeffrey Sheridan - Interim City Manager, Dave Delande - Finance Director, Jack Liggett - Service Director, Rusty Smart - Chief of Police, Officer Hargraves, fellow officers, Jeff Szabo - Zoning Inspector, Joe Bachelor - Law Director's office/FBT Gibbons, Teresa Monroe - Clerk of Council

Public present - Bruce Tolle, Reva Lang, Terri Feters, Jamie McNally, Chase McGugin, Daryl Wernette, Philip Wagner, Todd McConnell, Mrs. Hargraves and children, Bruce Nixon

3. Invocation

Mr. Huggins offered the invocation.

4. Pledge of Allegiance

5. Approval of Agenda

Mr. Green said the school superintendents were present tonight, he wanted to have a minute for them to step forward and say hi. Added introduction of the new school superintendent to the agenda ahead of the PD promotion, as agenda item 5.1.

ACTION: Ryan Green moved to approve the agenda with the change; Jeff Barr seconded and the vote was as follows:

AYES: Matthew Huggins, Donald Barnard, Ryan Green, Jeff Barr, Kyle Cook, Nicole Shook

NOES: None

ABSTAIN: None

Passed 6 - 0

5.1

Dr. Philip Wagner said he wanted to thank the council and administration for the partnership over the years, it has been tremendous and they have done a lot, his last day will be July 30th and then will start his new position with the State. He introduced the new superintendent Dr. Lou Kramer who has fifteen years of experience as a superintendent, his last eleven with the London City School District. Dr. Kramer said he is really looking forward to the opportunity to meet and work alongside of council for the betterment of the community.

6. PD Promotion; Officer to Sergeant

Chief Smart said Officer Hargraves has been with the department for five years, he is a Marine veteran and has twenty-five years in law enforcement. Since he has been with Johnstown he has become a field trainer, has been awarded the Medal of Valor, and is the most recent 2025 Officer of the Year and tonight he becomes a Sergeant. Council President Green swore in Sergeant Hargraves.

7. Recognition - Buckeye Boys & Girls State

Bruce Nixon with the Johnstown American Legion post, also a Commissioner with Buckeye Boys State, was present to talk about the program and annual event and recognize guests from both Buckeye Boys State and Buckeye Girls State. Buckeye Boys and Girls State is a model government for the State of Ohio and the associated agencies that run that government. This program gives young people an opportunity to understand better how our governments at local, state and county levels have to work and interact with one another, along with the State Supreme Court. He said there were seven hundred young people from across the state of Ohio represented at Buckeye Boys State and around five hundred at Girls State. He said these young people represented their Johnstown community extremely well. The Johnstown American Legion raises funds to send as many as they can. Nine participants were present and spoke about the position they held during their week at State and what they liked and didn't like; positions held included Superintendent of School Board, City Council, State Senator, Attorney, Council Clerk, Department of Taxation.

8. Presentation - American Legion & GJPRD

Jeff Szabo, American Legion Commander, was in attendance to provide an update on this year's fireworks event. Mr. Szabo said the fireworks were paid for by only three entities, the City of Johnstown, the Babcock Foundation and the Johnstown American Legion, all of the activities were paid for by sponsorship. He said it is important that the three groups continue support of the fireworks in order to provide all of these things for the citizens of Johnstown. They were able to have free face painting, sand art necklaces, photos of Highland cows, a duck pond, photo booth, and yard pong. The Legion is able to help other local groups as well when they do this; they hire them to assist, CCL got money to run the duck pond to help with the Santa House; Big Red Band Boosters, National Honor Society students and organization, Boy Scout Troops 2025 and 420, JYAA baseball team, JYAA wrestling, Johnstown Football TD Club, Johnstown Monroe soccer and Athletic Boosters, Johnstown on the Mission, the Johnstown Northridge Food Bank.

Daryl Wernette with the Greater Johnstown Park and Rec District (GJPRD) recognized individuals that were critical for making the fireworks event happen; Dave Selan and his leadership in coordinating, Jeff Szabo, Janet Piper, Nicole Shook and her role as liaison from the city. Also numerous individuals from the Johnstown Police Department, Monroe Township Fire Department and the school district played a role in making sure the event could happen. Mr. Wernette said there was a meeting where there was discussion of council's intentions next year, when it comes to funding, as well as some rumor of a potential donation. He said he wants to report that they do not have any large donation from Wilco in hand, there are continued conversations that are being led by GJPRD board member Gene Wright, they hope to create a partnership with them that can help support the community fireworks, He said they will keep working towards that and promised that council would be the first to know if they were successful. He added that as they look to move forward, they will look to bid out the fireworks again because the current provider has communicated that they plan to go up in cost for the same type of show that was had this year from the \$15,000 up to \$20,000. With that increased cost, he said that's going to make it even more difficult for them to be successful. They have learned things this year to take into account and are hopeful they will be able to have an even better event next year, but overall this was a tremendous opportunity, and if there are any community members that would like to play a role next year, they would like to make sure they have an opportunity to contribute, folks can reach out to Jeff Szabo or himself.

Ms. Shook thanked Mr. Szabo, Mr. Wernette, and everyone who helped out, she said it was a wonderful event and she knows how much work it takes, their dedication is appreciated.

9. Action on Minutes

ACTION:	Ryan Green moved to approve all minutes in a block; Nicole Shook seconded and all were in favor.
AYES:	Ryan Green, Don Barnard, Matthew Huggins, Kyle Cook, Jeff Barr, Nicole Shook
NOES:	None

ABSTAIN: None

Passed 6 - 0

- a. April 21, 2026
 - b. May 6, 2026
 - c. May 19, 2026
 - d. June 9, 2026 special
 - e. June 16, 2026
 - f. June 22, 2026 special
 - g. June 30, 2026 special
10. Citizen comments on matters not on the agenda
No public comments.
11. Council Committee reports
- a. **Design Review Board:** Met 6/23/26; Next 7/28/26 @ 5:00 pm council chambers
One Certificate of Appropriateness application was heard and approved.
 - b. **Planning & Zoning:** Met 6/23/26; Next 7/28/26 @ 6:30 pm council chambers
Conditional Use and Variance applications were heard and approved.
 - c. **Safety & Service:** 7/21/26 @ 4:00 pm council chambers
Talked about water and sewer capacity fees, the clear well, water and sewer loan planning with Jacob's Engineering, OPWC grants and road projects. They continue to do the most they can for the roads with the smallest budget. Talked about the Leafy Dell island maintenance and the HOA request, they will be drafting a letter back to them. Had some discussion on E-bikes.
 - d. **Finance:** 7/21/26; Next /26 @ 5:30 pm council chambers
Talked about some of the same items as in Safety Service, water and streets. Also discussed doing a wage survey for the employees who are not under a collective bargaining agreement, they will be looking at that.
12. Director Reports
- a. Service Departments: Water, Sewer, Street
Reports were included in the public packet, no comments or questions.
 - b. Service Director
Report was included in the public packet, no comments or questions.
 - c. Police Chief
Report was included in the public packet. Chief Smart said with the promotion tonight, came a retirement, Sergeant Chris Cooperrider retired with twenty-nine years of service to the Police Department. The department has hired another officer, Joseph Windholtz, he was sworn in on June 30th.

13. Tabled Legislation

- a. **RESOLUTION 2026-19** A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A LEASE AMENDMENT WITH AMERICAN LEGION POST 254. *Introduction/Tabled March 3, 2026. Public Hearing/Vote July 21, 2026*

ACTION: Kyle Cook moved to remove from the table; Donald Barnard seconded and all were in favor.

AYES: Ryan Green, Don Barnard, Matthew Huggins, Kyle Cook, Jeff Barr, Nicole Shook

NOES: None

ABSTAIN: None

Passed 6 - 0

Mr. Barr thanked the American Legion for the back and forth, he feels like they got a good contract.

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

ACTION: Jeff Barr moved to pass as written; Kyle Cook seconded and the vote was as follows:

AYES: Jeff Barr, Nicole Shook, Matthew Huggins, Donald Barnard, Ryan Green, Kyle Cook

NOES: None

ABSTAIN: None

Passed 6 - 0

14. Public Hearings of Legislation

- a. **ORDINANCE 06-2026** AN ORDINANCE TO AMEND CHAPTER 1141 OF THE CITY'S CODIFIED ORDINANCES *Introduction and Public Hearing held June 16, 2026. Vote July 21, 2026*

Joe Bachelor with FBT Gibbons, the city Law Director's office, said that this really only applies to any land greater than five acres that's not already part of the city of Johnstown. When that land is annexed, it would automatically come in under the jurisdiction of the NCA. It does not cover the governance of the NCA, that's something council can consider moving forward, but this is just covering newly annexed land with a couple other exceptions depending on the use of the land. It was asked if this limits them to one NCA. Mr. Bachelor said he did not think it does, the city is happy to create a new one if they want to, but in their experience working with other cities, most cities keep it to one NCA because it can come down to administrative costs, ability to issue debt, things like that, that get a little convoluted, but there is nothing that would stop the city from creating a new NCA. Mr. Barnard said the city has four members on the board, Johnstown Land Company has three, they are controlled by New Albany Company because they have the land. Mr. Barnard asked if someone brings in a one hundred acre development, what would be the likelihood that they get a seat on the board and that they get a say in how the NCA is run, or will it always be controlled by NACO. Jamie McNally with Johnstown Land Company, also the Vice-President of the Johnstown New Community Authority, was present for discussion. Mr. McNally said that the New Community Authority is strictly designed to focus on infrastructure, public infrastructure projects, and the NCA funds are prioritized for public infrastructure, typically towards economic development initiatives. Last time they were asked to do some additional research, so they provided council with a memo on how different cities operate. He said a lot of communities will have one community authority because the intent is to align interest between the private development and the city because we don't want to establish different NCA's that are competing for funding or projects. So all the money is going to the same pot that the city controls, regardless

of the board. He said to answer Mr. Barnard's question, if another developer comes in, a significant developer that wants to join the NCA, there's a couple options. One, would be to increase the seats on the board, right now there's seven and when you increase the seats on the board, you have to, by law currently, increase them in twos, and he believes state of Ohio law caps it out right now at thirteen max. Another option, is that the city gives up a seat and is able to assign it to another developer. A third option which would be handled privately, another developer comes in the current development could make a separate private agreement with the other developer too. It is really up to the discretion of what the city wants at the time, if and when. He said it's tough to answer now because we don't know the size and the scope of additional projects. The point is that'll be a different process, to amend the bylaws of the NCA, which the board will be a part of. And by law, the city has to have the majority on the board, and not only have to have the majority, they have to have the majority present during votes too. So, to simply answer the question, that will be addressed by amending the bylaws of the NCA if and when that does become a reality for additional sites. He said the initiative tonight essentially establishes that if new land is coming in, that they will have to pay their fair share towards the infrastructure, so none of the expenses are borne by existing residents of the city. Kindof a pay to play, if you are tapping into the lines, and are going to benefit, you are going to join the existing NCA. Mr. Sheridan said he would reiterate that the key is the city controls any new situation that arises that might require a change, the city could consider that change, but has control of the votes. Some further discussion and questions answered. Mr. McNally said the NCA is a voluntary tax on private development, it is not designed to get rich off of, it is designed to make new development pay for itself so that current residents don't have to take on the burden of new business moving into town. It is specifically by law, designed that the money raised from private development goes toward infrastructure. Mr. McNally added that the beauty of the NCA board is that it is a completely transparent operation, throughout the construction process, the debt process and the governing process. Mr. Barr asked city staff to summarize again the initial statements. Mr. Bachelor said it's more than five acres and if the property annexed is currently agricultural or residential, they are not paying the NCA fees until they request and are rezoned into a denser use like a business or industrial use. Mr. McNally said for example, they are proposing to extend water and sanitary and are funding \$20 million of that, and if somebody wants to tap into those lines, they want them to pay a fair share to use those lines so that the debt can get paid back quicker and the city can get its revenue quicker as well. Mr. Huggins said there is language in section three that if anything that goes through a rezoning process, agricultural or residential, under five acres, it is subject to joining the NCA as well. Mr. McNally said he thinks the spirit of this is to address development, not one-off single-family residential. Ms. Shook asked if a property not in the PD district annexing in, and needs to tap into the water and sewer, would be required to join the NCA. Mr. McNally said yes, the boundary of the PD and the NCA do not necessarily have to overlap. Mr. Barnard said it is only if they annex in and request a zoning that has a higher density.

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

ACTION: Kyle Cook moved to approve Ordinance 06-2026; Ryan Green seconded and the vote was as follows:
AYES: Kyle Cook, Matthew Huggins, Donald Barnard, Ryan Green
NOES: Jeff Barr, Nicole Shook
ABSTAIN: None

Passed 4 - 2

- b. **ORDINANCE 07-2026** AN ORDINANCE TO AMEND CHAPTER 1165 OF THE CITY'S CODIFIED ORDINANCES *Introduction and Public Hearing held June 16, 2026. Vote July 21, 2026*

Mr. Green said this Ordinance was introduced at the last meeting, this is broadly our PD district, specifically the housing bank. Mr. Bachelor said there are two elements to this, one makes it easier to add land to a PD district and the other discusses the creation of a housing bank. To keep it simple, assuming there is a fixed pie of housing for a round number, let's say it's one hundred

units, if one developer has already been allocated one hundred units under this PD district, new land wants to come in and the new developer wants to maybe perform some residential development, the housing bank can distribute units of the existing one hundred to the new developer. So the developer who is holding the existing units would commit to not developing the new units and the new developer would have that number of units. He said the most important part is that no matter what, it's under the city's approval. So the city would have to approve the distribution of units from one developer to another. Some discussion on whether the name of the bank could be changed from "housing bank" to "unit bank" to avoid a misconception that this will all be single family home houses, whereas units mean apartments. However, if they are able to bank the density and transfer it to another part of the PD district, it could become single family homes. Mr. McNally said the way this is written, there is no proposal of any changes, or any units getting moved around at this time. What is on the table right now is a change in the process to potentially begin renegotiating, moving some of the residential or rezoning. He said part of why that is important is because this residential portion of the planned development is getting in the way of some of their economic development initiatives, but they don't want to lose all of their residential rights, and as the PD has grown and the residential density banks have grown, they might have more units than what they want right now and more than the city can absorb. Mr. McNally said if a big economic development opportunity comes in front of them right away, they want to have some flexibility to address some of the housing initiatives. It is also important to show businesses considering Johnstown for major investments where housing might go. He said he has met with the school superintendents, Dr. Wagner and Dr. Kramer, about the concept of the density bank. He said there are a couple ways they could handle it, they could establish a formal conversion, the city could dictate what they want the product type to be, if they want it to be town homes, condos, apartments, owner occupied, for rent, single family, senior housing, etc. or some type of mix, so it's really giving the city more power to do what it wants with some of these residential units, today would just establish the process, to say if they want to start down the road to address these. Mr. Barnard asked who would own the housing bank, who controls it. Mr. Sheridan said the city does, the language on page 76 make clear the city's control over the process. Mr. Barnard asked if the housing bank units ever expire. Mr. McNally said currently, no. Mr. Cook said but in this discussion, they have an opportunity to add a sunset, Mr. McNally said correct. Mr. Cook said what they are voting on tonight, opens up the conversation to have more control over the housing bank, Mr. McNally said that was correct. Mr. Green asked if it would be better to put the framework in for these conversations now, or to wait for a specific project to come up. Mr. Sheridan said you could do it now, but it does not have as much value because you are basing it on theory. Mr. Barnard asked if there were any concerns from council that the housing can be moved up to two miles now, it can reach anywhere in Johnstown. Mr. Sheridan said only if they approve it. Mr. Cook said he sees this as an opportunity to take those 1,200 units that they have already agreed to, and instead of having those sit on top of another development that comes in, they can just fold them into, and if they add a sunset, then there is the potential that they go away all together. Mr. McNally said everything they do, essentially goes back to supporting the school district, regardless of the community they are developing in, is often about increasing the tax base for the new district, they are not going to do anything that compromises the schools.

Public Hearing:

1. Reva Lang

- Asked where these new houses were going.
Mr. Barr said to be determined. Mr. Huggins said the housing was planned with the Planned Development district, across from Intel, if this passes, the Johnstown Land Company can trade off some of those housing units to be placed elsewhere in Johnstown, if the city approves. In his opinion, this puts them in a better negotiating position with these housing units, this ordinance allows them to start having that conversation.

ACTION: Jeff Barr moved to pass as written; Matthew Huggins seconded and the vote was as follows:
AYES: Jeff Barr, Nicole Shook, Matthew Huggins, Donald Barnard, Ryan Green, Kyle Cook
NOES: None
ABSTAIN: None

Passed 6 - 0

- c. **RESOLUTION 2026-35** A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH LAW GENERAL CONTRACTING FOR THE LEAFY DELL ROAD AND PERSHING AVENUE PAVING PROJECT. *Introduction/Public Hearing/Vote July 21, 2026*
The city received five bids for mill and fill road paving on Leafy Dell Road and Pershing, Law General Contracting was the winner of that bid at approximately \$177,000. It was within the ten percent of the engineer's estimate. This is a new project for this year. Finance Director David Delande said that we do have \$323,000 unencumbered for road projects, which we can encumber, for this project.

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

ACTION: Jeff Barr moved to pass as written; Nicole Shook seconded and the vote was as follows:
AYES: Jeff Barr, Nicole Shook, Matthew Huggins, Donald Barnard, Ryan Green, Kyle Cook
NOES: None
ABSTAIN: None

Passed 6 - 0

- d. **RESOLUTION 2026-36** A RESOLUTION AUTHORIZING THE CITY MANAGER TO ADVERTISE FOR BIDS ON CONSTRUCTION FOR THE JOHNSTOWN WASTEWATER TREATMENT PLANT EXPANSION. *Introduction/Public Hearing/Vote July 21, 2026*
This is the next step in the process to expand the wastewater treatment plant. If council desires to move forward, the city would advertise for bids. The other option is to delay the project which would require the city make a significant payment on the loan taken out to do the engineering. The most cost effective way to move forward with the project is to authorize the bids to see what it would cost if moving forward with the construction. Mr. Barr said this was reviewed at both Finance and Safety & Service committee levels, the engineers from Jacobs were present, all recommendations are to move forward.

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

ACTION: Nicole Shook moved to pass as written; Matthew Huggins seconded and the vote was as follows:
AYES: Nicole Shook, Matthew Huggins, Donald Barnard, Ryan Green, Kyle Cook, Jeff Barr
NOES: None
ABSTAIN: None

Passed 6 - 0

- a. **ORDINANCE 08-2026** AN ORDINANCE ACCEPTING AN ANNEXATION OF 99.4 +/- ACRES, MORE OR LESS, FROM MONROE TOWNSHIP, LICKING COUNTY TO THE CITY OF JOHNSTOWN. *Introduction only. Public Hearing/Vote August 4, 2026*

The Licking County Commissioners and the City of Johnstown received a petition for annexation of 99.4 acres from the Johnstown Land Company, it has been approved by the Licking County Commissioners. Jamie McNally said the concept is to expand the Planned Development to an area west of Clover Valley Road, they have tried to stack the legislation so the annexation coincides with the zoning at the same time. He said they would be extending Sub-Area 1 so that it would be a continuation of what is going on with the other side of Clover Valley. Mr. Sheridan said he recommends acceptance.

This is the introduction; the public hearing and vote will take place on August 4th.

- b. **ORDINANCE 09-2026** AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF JOHNSTOWN, REZONING APPROXIMATELY 99.4 +/- ACRES TO PLANNED DEVELOPMENT DISTRICT. *Introduction only. Public Hearing/Vote August 4, 2026*

If council accepts the annexation, this is the rezoning request to change it from Agricultural to Planned Development zoning.

This is the introduction; the public hearing and vote will take place on August 4th.

- c. **ORDINANCE 10-2026** AN ORDINANCE TO ADD APPROXIMATELY +/- 9 ACRES TO JOHNSTOWN COMMUNITY REINVESTMENT AREA #4. *Introduction only. Public Hearing/Vote August 4, 2026*

This is an addition of parcels to CRA#4.

This is the introduction; the public hearing and vote will take place on August 4th.

16. Other Business

1. Donny Barnard

- The city paid for a facility plan, withdrawing from JAG resulted in not getting a final product. He proposes that the city gets the product it paid for and finish the facility plan, Granville came earlier this year and requested the same. He said it doesn't bring us back into JAG, it does not tie us to JAG.

Mr. Green asked if there was any appetite from council to move forward with it. Ms. Shook questioned why they would not get anything for the money they spent, that it doesn't enter them back into JAG but gets them something they already helped to pay for, that's it. There were no further comments by any other council members.

2. Ryan Green

- Confirmed with the Finance Director that they should have legislation for the CIC on the next council agenda.
- Asked about the revenue from the sale of the municipal building; Mr. Delande said the city received \$1,194,769.00, it is in a sweep account and they are probably receiving around \$20-30,000 in annual interest income on it, that almost covers the first year of the CAM.
- Should have an update and presentation at the next meeting on a splash pad.

3. Jeff Barr

- Thanked the American Legion again for working out the lease agreement, it will be good for the community as a whole.

An audience member asked for additional public comment time. Mr. Green opened the floor to the speaker.

1. Jesse Coppel

- Said they passed some new legislation at the last NCA board meeting, financing some bonds for the infrastructure needed to run to the PD district. He said he wanted to remind council that the scope of the NCA is defined by funding infrastructure, but that can be infrastructure projects that are outside of the NCA district itself. Part of when new development comes in, the community expects they are uplifting the entire community as a whole, for example, when New Albany was built, the NCA funded the New Albany schools and helped bond financing. He said they haven't asked our NCA to finance any public infrastructure projects outside of the NCA, for example, the wastewater treatment plant expansion, but that is something that benefits the new development and the old development so it would seem appropriate to propose financing from the NCA. They would need the city to provide a "pitch" with language to review and approve. Right now he thinks they get the residual income after seventeen years, they don't ask for anything else.

Mr. Barr said he feels like they need a workshop with the NCA and asked staff to help arrange a meeting. Mr. Sheridan asked Mr. Barr to email him with exactly who to invite and they can set it up. Jamie McNally said all of the NCA meetings are public and have been on an ad hoc basis right now because there hasn't been that much activity generated, hopefully as things progress, more development comes, there's more revenue, more conversations to talk about. Jesse Coppel is the city's official appointee. Mr. McNally said they did have a conversation on the city's water treatment plant currently under construction about different financing strategies, but because the city had the ability to get a low interest loan through the state, it was an easy decision for the city to just engage directly with the state to get the funding rather than trying to establish bonds for the NCA. Mr. Green said to start with the email and then they can create an agenda for the work session and see about dates.

17. Adjourn

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

Passed 6 - 0

The meeting adjourned at 8:13 pm.

Next Council Meeting August 4, 2026



Special City Council
Thursday, July 23, 2026 - 5:00 PM
MINUTES

1. Call to Order/Roll Call

Council President Ryan Green called to Order the City of Johnstown Special Council Meeting for Thursday, July 23, 2026 at 5:06 PM.

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

Staff present - Teresa Monroe - Clerk of Council

Public present - David Collinsworth/Management Advisory Group, applicants.

Public Comments:

No public comment was scheduled on the agenda, but there was public present who asked to speak. Mr. Green opened the floor.

1. Mindy Sileargy

- Referenced Ordinance 06-2026 exhibit and amendment 1141.05 New Community Authority and said she was looking for clarification. Representatives for the city said it does not limit them to one NCA, but the exhibit uses the term "irrevocably added to the authority", so if all new annexed land has to be added to the authority, where does that leave room for any other NCA's.
- Referencing 12170 Johnstown-Utica Road, she said the property has existing sewer and water, so if that were to be annexed into the City of Johnstown, it wouldn't require any infrastructure fees from the city, she thinks this would be a great place to allow another form of an NCA, pilot program, or some other type of program that could generate money to the city, right now, not in seventeen years. It is not adding any cost to the city because it is already there. She is familiar with this property because it is where she grew up and was raised, there may be others, but if everything has to go to the one NCA, that doesn't leave room for any other NCA or other opportunities for the city to capitalize on any kind of revenue from that expansion or annexation. She would like for them to take a look at some guard rails, she knows it was already approved but asks council to put in some guard rails on allowing the development to continue in the gateway and anyone who would have access to that development or development costs. She said she understands being forced into the authority and paying their fair share, but maybe look at it with a different set of eyes and try to generate money now for the city versus in seventeen years.

Mr. Barnard said he started researching today about the statement "irrevocably added" and it is not fully consistent with ORC's 349.03, so he was going to ask council at the next meeting if they could have that defined better.

2. Mike Sileargy

- Passed out a statement he would be reading to council members, read as follows: You know that the NCA is all about pay your fair share. You have a developer that has invested a large amount of money to get sewer and water to the Gateway PD district site, they need security for that investment like anyone would want or need. We do not want anyone

tapping into sewer and water lines that the NCA funded without paying the 9.75 millage to pay down that debt. But what about a small medium development scenario where these NCA funded sewer and water lines are not needed due to suitable existing Johnstown sewer and water lines and geographical location. Scenario one would be a small impact 1.5 acre parcel adjacent to the city's corporate limit, with existing sewer and water on an adjacent parcel that's inside city limits. That parcel develops a restaurant, storefront, doctor's office, that developer will pay to extend the sewer and water onto their parcel and pay the tap fees upon annexation. The question would pose, why would they have to join the existing NCA to fund the sewer and water to the Johnstown Gateway? Scenario two, small impact, a 5 acre parcel outside of Johnstown's corporate limit that already has existing sewer and water on the parcel, if that parcel annexes and pays a tap fee and develops, why would they have to join that NCA and pay for development costs to expand the gateway when it already exists there? If these scenarios are forced to join an existing NCA upon annexation, you're now using revenue generated from original Johnstown to pay off debt of the PD district NCA and expand Johnstown footprint versus using revenue from original Johnstown projects. The goal is just to tax these businesses an additional 975 NCA millage and create a separate 975 NCA for those projects, we could call it the original Johnstown NCA where the millage funds would be able to be used in original Johnstown sooner than 17 years, possibly immediately, because there would be no debt on that infrastructure because the infrastructure is currently existing. If minimal investment is needed or no debt needs to be paid off due to proximity of existing infrastructure of these projects, Johnstown will start receiving the 975 millage. These projects would happen much quicker due to their proximity to Johnstown infrastructure. Someone could sell something off, a restaurant could come in that could get built in a short amount of time, while it's a multi-year process getting the gateway project going. It also illustrates under 1141.05 3B that anything that's existing in the city limits that already has sewer and water, if they do any type of zoning change they would have to enter the NCA.

Mr. Sileargy referenced the old Ford dealership and a past rezoning and said that under 3B, that property would have had to enter the NCA. He said alternative language could say if a parcel has sewer and water provided or funded by the NCA they must join. If a parcel is adjacent to a parcel with sewer water lines they must join. If a parcel is adjacent to the gateway PD district they must join.

Mr. Barr asked Mr. Sileargy to wrap up his comments to keep speaker time to three minutes. Mr. Sileargy said he won't try to paraphrase the rest in one statement, he hopes council takes time to digest the letter presented and they can continue this dialogue.

There were no further public comments and Mr. Green closed the floor.

2. Introduction of Legislation

- a. **ORDINANCE 11-2026** AN ORDINANCE AMENDING SECTION 921.06 OF THE CODIFIED ORDINANCES OF JOHNSTOWN, OHIO IN ORDER TO SET WATER TAP AND CAPACITY FEES CHARGED BY THE CITY OF JOHNSTOWN. *Introduction only. Public Hearing/Vote on August 4, 2026*
Introduction.

Mr. Barr asked who completed the last assessment in 2020, and if there were any recommendations for future review. Ms. Monroe said she would find it and get a copy to the council.

Public Hearing and vote on August 4, 2026.

- b. **ORDINANCE 12-2026** AN ORDINANCE AMENDING SECTION 925.035 OF THE CODIFIED ORDINANCES OF JOHNSTOWN, OHIO IN ORDER TO SET SEWER TAP AND CAPACITY FEES CHARGED BY THE CITY OF JOHNSTOWN. *Introduction only. Public Hearing/Vote on August 4, 2026*

Introduction. Public Hearing and vote on August 4, 2026.

3. Executive Session to consider the employment of a public employee, with council, Mr. Collinsworth and the applicants.

ACTION: Ryan Green moved to enter Executive Session to consider the employment of a public employee; Kyle Cook seconded and the vote was as follows:

AYES: Ryan Green, Matthew Huggins, Donald Barnard, Kyle Cook, Jeff Barr, Nicole Shook

NOES: None

ABSTAIN: None

Passed 6 - 0

Council entered Executive Session at 5:22 p.m. and returned to Regular Session at 7:48 p.m.

4. Other Business

No further business.

5. Adjourn

ACTION: Ryan Green moved to adjourn; Matthew Huggins seconded and all were in favor.

AYES: Ryan Green, Matthew Huggins, Donald Barnard, Kyle Cook, Jeff Barr, Nicole Shook

NOES: None

ABSTAIN: None

Passed 6 - 0

The meeting adjourned at 7:48 p.m.



Special Council
Tuesday, August 4, 2026 - 5:00 PM
MINUTES

1. Call to Order

Mayor Tiffany Hollis called to Order the City of Johnstown Special Council Meeting for Tuesday, August 4, 2026 at 5:08 PM.

2. Roll Call

Present - Mayor Hollis, Ryan Green, Don Barnard, Matthew Huggins, Jeff Barr, Nicole Shook

Absent - Kyle Cook (joined by phone to listen in)

Staff present - Teresa Monroe - Clerk of Council

Public present - applicant

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

ACTION: Tiffany Hollis moved to enter executive session to consider the employment of a public employee, with members of council and the applicant; Jeff Barr seconded and the vote was as follows:

AYES: Mayor Hollis, Matthew Huggins, Donald Barnard, Ryan Green, Jeff Barr, Nicole Shook

NOES: None

ABSTAIN: None

Passed 6 - 0

Council entered Executive Session at 5:08 p.m. and returned to Regular Session at 6:35 pm.

4. Other Business

No further business.

5. Adjourn

A motion to adjourn carried 6-0 and the meeting ended at 6:35 p.m.



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	398	360	347	466						2678
Officer Initiated Calls	4930	346	150	187	98	77	156	192	202	172	145	274	244	2243	286	192	161	229	194	180	270						1512
Dispatched Calls	2071	165	146	153	136	149	157	157	126	162	162	149	145	1807	138	126	204	169	166	167	196						1166
Case Reports	246	18	25	16	24	13	14	24	15	23	23	21	9	225	15	17	21	33	24	16	18						144
Crash Reports	109	13	5	9	9	8	7	11	13	11	9	9	12	116	11	6	4	10	9	7	9						56
Arrests	28	1	0	2	1	1	0	1	1	4	1	2	1	15	0	0	3	0	1	2	1						7
Traffic Citatitons	428	63	36	96	35	16	28	46	34	28	32	40	30	484	40	17	27	46	33	29	44						236
Parking Citations	31	1	2	0	2	2	15	10	3	13	4	2	2	56	6	5	0	4	5	6	5						31
Business Checks	3002	168	6	6	9	5	10	3	10	5	7	6	6	241	61	53	27	30	17	19	46						253
House Checks	280	8	0	0	0	16	34	15	51	31	27	124	107	413	51	1	0	20	13	5	1						91
Traffic Crashes	160	14	7	11	13	12	10	13	14	15	14	11	14	148	14	7	8	11	13	15	17						85
Traffic Stops	832	119	79	148	57	21	40	67	67	51	54	62	48	813	72	56	56	77	57	53	73						444
Theft	73	6	6	6	2	5	9	7	6	3	2	5	4	61	4	4	4	7	5	1	5						30
Domestic Violence	58	3	1	1	5	5	1	4	6	9	5	8	5	53	5	2	3	6	9	4	1						30
Assault	17	0	1	1	0	2	2	1	0	1	1	0	1	10	0	0	2	2	2	2	2						10
OVI	5	0	0	1	0	0	0	0	0	1	0	0	0	2	0	0	1	0	0	0	0						1
Vandalism	54	3	4	0	4	1	5	2	2	0	2	1	0	24	6	1	4	2	0	0	1						14
Juvenile Complaint	45	4	7	12	5	9	4	2	5	5	3	2	6	64	1	2	8	13	15	3	5						47
Trespassing	19	2	2	1	1	1	1	1	4	4	5	3	1	26	0	1	2	0	6	0	2						11
Other Agency Assist	169	9	41	32	21	28	19	28	16	21	19	28	27	289	26	32	20	37	28	31	30						204
Warrant	17	1	0	1	1	1	0	0	0	1	0	1	1	7	0	0	1	0	1	1	1						4
Overdose	4	0	1	0	1	1	0	1	1	0	0	0	0	5	0	0	1	0	0	0	1						2
Suicide Threat	23	0	2	2	1	0	1	3	1	1	0	3	0	14	1	1	0	1	0	0	1						4
Alarm Drops	171	16	11	15	12	8	17	13	7	17	10	17	25	168	16	12	11	13	11	11	16						90
911 Hang Up/Misdial	235	22	19	12	15	11	14	32	15	21	12	10	16	199	17	13	17	13	15	23	19						117

Accident Statistics

	DATE	DAY	TIME	LOCATION	NON INJURY	INJURY	UNOCUPPIED	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	



	DATE	DAY	TIME	LOCATION	NON INJURY	INJURY	UNOCCUPIED	HIT SKIP	CAD #
1	4/11/2026	SAT	1245	N MAIN ST @ 8	X				2026-1259
2	4/14/2026	TUE	2130	800 W COSHOCTON ST	X				2026-1302
3	4/15/2026	WED	1208	S MAIN ST @ 18	X			X	2026-1313
4	4/17/2026	FRI	1922	W JERSEY ST @ S WILLIAMS ST		X			2026-1347
5	4/19/2026	SUN	1205	W COSHOCTON ST @ MEADOW LN	X				2026-1369
6	4/20/2026	MON	747	N OREGON ST @ EDWARDS RD		X			2026-1380
7	4/20/2026	MON	1645	W COSHOCTON ST @ 186	X				2026-1384
8	4/22/2026	WED	1120	W COSHOCTON ST @ 744	X				2026-1407
9	4/22/2026	WED	1431	W COSHOCTON ST @ 8	X				2026-1408
10	4/30/2026	THU	1656	S MAIN ST @ W COLLEGE AVE		X			2026-1505
10					7	3	0	1	

1	5/1/2026	FRI	835	E COSHOCTON ST @ N MAIN ST	X				2026-1511
2	5/8/2026	FRI	932	E COSHOCTON ST @ 429		X			2026-1589
3	5/11/2026	MON	1221	8 N MAIN ST	X			X	2026-1626
4	5/13/2026	WED	1838	E COSHOCTON ST @ 80	X				2026-1655
5	5/15/2026	FRI	1655	N WILLIAMS ST @ W COSHOCTON ST		X			2026-1678
6	5/20/2026	WED	1707	S MAIN ST @ CONCORD RD		X			2026-1735
7	5/21/2026	THU	653	E COSHOCTON ST @ SPORTSMAN CLUB	X				2026-1742
8	5/21/2026	THU	1347	JOHNSTOWN UTICA RD @ 11891	X				2026-1749
9	5/27/2026	WED	1636	E COSHOCTON ST @ N MAIN ST	X				2026-1818
9					6	3	0	1	

1	6/4/2026	THU	2027	S MAIN ST @ W JERSEY ST	X				2026-1906
2	6/5/2026	FRI	2003	383 W COSHOCTON ST			X	X	2026-1914
3	6/13/2026	SAT	2045	N MAIN ST @ W COSHOCTON ST	X			X	2026-2011
4	6/20/2026	SAT	1120	701 W COSHOCTON ST	X				2026-2107
5	6/22/2026	MON	1838	N MAIN ST @ W COSHOCTON ST	X				2026-2135
6	6/23/2026	TUE	626	W COSHOCTON ST @ 670	X				2026-2137
7	6/26/2026	FRI	1619	E COSHOCTON ST @ 425	X				2026-2178
7					6	0	1	2	

47	2026 TOTALS				31	6	4	5	
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	DATE	DAY	TIME	LOCATION	NON INJURY	INJURY	UNOCCUPIED	HIT SKIP	CAD #
1	4/11/2026	SAT	1245	N MAIN ST @ 8	X				2026-1259
2	7/4/2026	SAT	1903	E COSHOCTON ST @ 112	X				2026-2274
3	7/13/2026	MON	1645	E COSHOCTON ST @ N MAIN ST	X				2026-2386
4	7/14/2026	TUE	842	W COSHOCTON ST @ CLARK DR	X				2026-2395
5	7/17/2026	FRI	1140	E COSHOCTON ST @ 429	X				2026-2443
6	7/18/2026	WED	755	W COSHOCTON ST @ 373	X				2026-2458
7	7/18/2026	WED	1754	EAGLES NEST AVE @ CROTON RD	X				2026-2463
8	7/28/2026	TUE	943	E COSHOCTON ST @ 429	X				2026-2626
9	7/28/2026	TUE	1626	W JERSEY ST @ 173	X				2026-2630
9					9	0	0	0	

56	2026 TOTALS				40	6	4	5	
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The Johnstown Police Officers Foundation generously donated an AED, placement pads, and a carrying case to the Department. This donation saved the City nearly \$2,000 while providing an important piece of lifesaving equipment for our officers and community.

The Department was also awarded a \$9,051 Body Armor Grant, which will be used to replace expired body armor for our police officers and new body armor for Officer Windholtz.

We are currently conducting background investigations into five candidates to fill the vacancy created by Sgt. Cooperrider's retirement.



AN ORDINANCE AMENDING SECTION 921.06 OF THE CODIFIED ORDINANCES OF JOHNSTOWN, OHIO IN ORDER TO SET WATER TAP AND CAPACITY FEES CHARGED BY THE CITY OF JOHNSTOWN

WHEREAS, the City Manager, City Engineer, and Service Director have reviewed the utilities service rates charged by the City of Johnstown, and has recommended an amendment to those fees; and

WHEREAS, the Council of the City of Johnstown desires to amend these rate structures to properly provide for operations of the Water Division of the Service Department; and

WHEREAS, the Council of the City of Johnstown desires to ensure any and all development that utilizes existing capacity be charged a fair and equitable amount to replace the capacity used; and

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

Section 1. That Section 921.06, "Water Tap Fee", is hereby amended as follows. Text additions are in **bold** and deletions are ~~struck~~:

(a) The charge to install ~~for~~ **for** a new water tap connecting to the water system of the ~~Village City~~ shall be as provided by ~~Council~~ **this section**. ~~The charge for installation of water tap shall be paid to the Village in advance accompanied by such deposit as provided by the Manager. In the event the deposit is insufficient to cover the actual costs, the person requesting the tap shall pay the balance due over and above the amount deposited.~~

Water tap **and capacity** fees will be as follows:

Line Size	Tap Fee	Capacity Charge*
3/4"	\$375.00	\$13,713.00
1"	\$375.00	\$24,378.00
1 1/2"	\$375.00	\$54,850.00
2"	\$375.00	\$97,511.00
3"	\$375.00	\$219,400.00
4"	\$375.00	\$390,045.00
6"	\$375.00	\$877,601.00
8"	\$375.00	\$1,560,180.00

*Fifty percent of capacity charge is for Fire Protection only.

(b) ~~Pre purchase of Water and Sewer tap or Capacity Fee: As of the effective date of Ordinance 02-2021 any tap or capacity permit approved must be utilized within 180 days of permit approval. If the utilization of the approved permit is more than 180 days, the difference between the original~~

~~tap or capacity fee and any increase in tap or capacity fee must be paid to the Village prior to any Village inspection and/or approval of the water meter.~~

(b) A water tap and capacity fee are required for each address.

Section 2. Any ordinance or portion thereof in conflict with the provisions of this ordinance is hereby repealed.

Section 3. 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.

Date of Introduction: July 23, 2026

Public Hearing/Vote: August 4, 2026 / TABLED

Effective Date:

By: _____

Mayor Tiffany Hollis

ATTEST TO:

APPROVED AS TO FORM:

Teresa Monroe, Clerk of Council

Yazan S. Ashrawi, Law Director



AN ORDINANCE AMENDING SECTION 925.035 OF THE CODIFIED ORDINANCES OF JOHNSTOWN, OHIO IN ORDER TO SET SEWER TAP AND CAPACITY FEES CHARGED BY THE CITY OF JOHNSTOWN

WHEREAS, the City Manager, City Engineer and Service Director have reviewed the utilities service rates charged by the City of Johnstown, and has recommended an amendment to those fees; and

WHEREAS, the Council of the City of Johnstown desires to amend these rate structures to properly provide for operations of the Sewer Division of the Service Department.

WHEREAS, the Council of the City of Johnstown desires to ensure any and all development that utilizes existing capacity be charged a fair and equitable amount to replace the capacity used; and

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

Section 1. That Section 925.035, "Sewer Tap Fee", is hereby amended as follows. Text additions are in **bold** and deletions are ~~struck~~:

(a) The charge ~~to install~~ **for** a new sewer tap connecting to the sewer system of the ~~Village City~~ shall be as provided by this section. ~~The charge of a sewer tap shall be paid to the Village in advance accompanied by such deposit as provided by this section.~~

Sewer tap **and capacity** fees based on water line size will be as follows:

Line Size	Tap Fee	Capacity Charge
3/4"	\$375.00	\$13,713.00
1"	\$375.00	\$24,378.00
1 1/2"	\$375.00	\$54,850.00
2"	\$375.00	\$97,511.00
3"	\$375.00	\$219,400.00
4"	\$375.00	\$390,045.00
6"	\$375.00	\$877,601.00
8"	\$375.00	\$1,560,180.00

~~(b) Pre-purchase of Water and Sewer tap or Capacity Fee: As of the effective date of Ordinance 02-2021 any tap or capacity permit approved must be utilized within 180 days of permit approval. If the utilization of the approved permit is more than 180 days, the difference between the original tap or capacity fee and any increase in tap or capacity fee must be paid to the Village prior to any Village inspection and/or approval of the water meter.~~

(b) A sewer tap and capacity fee are required for each address.

Section 2. Any ordinance or portion thereof in conflict with the provisions of this ordinance is hereby repealed.

Section 3. 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.

Date of Introduction: July 23, 2026
Public Hearing/Vote: August 4, 2026 / TABLED
Effective Date:

By: _____

Mayor Tiffany Hollis

ATTEST TO:

APPROVED AS TO FORM:

Teresa Monroe, Clerk of Council

Yazan S. Ashrawi, Law Director



ORDINANCE 13-2026

AN ORDINANCE AUTHORIZING CERTAIN ACTIONS NECESSARY TO MAINTAIN THE STATUS OF THE JOHNSTOWN COMMUNITY IMPROVEMENT CORPORATION, INCLUDING AUTHORIZING THE CITY MANAGER OR FINANCE DIRECTOR TO TAKE ALL ACTIONS NECESSARY TO MAINTAIN SUCH STATUS; DIRECTING THE PREPARATION OF A CODE OF REGULATIONS; ESTABLISHING THE BOARD STRUCTURE; AND DELCARING AN EMERGENCY.

WHEREAS, Section 13 of Article VIII of the Ohio Constitution provides that, to create and preserve jobs and employment opportunities and to improve the economic welfare of the people of the State, it is in the public interest and a proper public purpose for a municipal corporation, its agencies or instrumentalities, or corporations not for profit designated by such municipal corporation as its agency or instrumentality, to perform the acts and exercise the powers therein provided; and

WHEREAS, pursuant to Chapter 1724 of the Ohio Revised Code (the “ORC”) as it may hereinafter be amended (the “Act”), community improvement corporations can be formed to advance, encourage, and promote the industrial, economic, commercial, and civic development of a community or area; and

WHEREAS, a municipal corporation may designate a community improvement corporation as its agency for the industrial, commercial, distribution, and research development in the municipal corporation when the legislative authority of the municipal corporation has determined that the policy of the municipal corporation is to promote the health, safety, morals, and general welfare of its inhabitants through the designation of the community improvement corporation as such agency; and

WHEREAS, this Council, by its Ordinance 31-2019, adopted July 2, 2019 (the “Authorizing Resolution”), authorized the creation of the Corporation on behalf of the City of Johnstown (the “City”); and

WHEREAS, pursuant to the Act and the Authorizing Resolution, a corporation known as “Johnstown Community Improvement Corporation” (the “Corporation”), a corporation not for profit as recorded on the Records of Incorporation and Miscellaneous Filings of the Secretary of State of the State of Ohio, was formed upon the filing of Articles of Incorporation (the “Articles”) which Articles became effective as of September 13, 2019, and designated James W. Lenner as the initial incorporator, in his then capacity as the Village Manager of the City; and

WHEREAS, pursuant to Section 1724.10 of the ORC, and as provided in the Authorizing Resolution, the Corporation has been designated as the agency of the City for the industrial, commercial, distribution, and research development within the City; and

WHEREAS, this Council desires to provide the authority and direction necessary for officers or members of the Corporation to take action to bring the Corporation into compliance with the applicable requirements of the Act and other applicable law, including by authorizing certain designated City officials to undertake such actions as are necessary to maintain the Corporation in good standing; and

WHEREAS, there are substantial and pressing problems including but not limited to the development and encouragement of industry, commerce, distribution and research within the confines of this City, which problems may best be solved by and with the assistance of the Corporation; and

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

Section 1. The City Manager, including any person holding the title of Interim City Manager (the “City Manager”), and the Finance Director, or each individually, are hereby directed and authorized to take all actions necessary and appropriate to maintain the status of the Corporation, including the filing of amended Articles of Incorporation and/or a Statement of Continued Existence with the Ohio Secretary of State.

Section 2. The City Manager and the Finance Director, or each individually, are hereby directed to prepare and present to the Corporation for adoption a Code of Regulations for the Corporation, as may be required for the Corporation in compliance with Title XVII or Chapter 1724 of the ORC. The Code of Regulations shall, at a minimum, provide that the members of the Corporation shall be those individuals holding the office or title of Mayor, City Manager, and Finance Director of the City, and that the Corporation shall be governed by a five (5) member Board of Trustees consisting of those individuals then holding the office or title of Mayor, City Manager, and Finance Director of the City, and two (2) Trustees who shall be appointed by Council and serve for a term of two (2) years, or until a successor is appointed.

Section 3. Council hereby confirms, ratifies and affirms its prior establishment in the Authorizing Resolution of the Corporation as the agency of the City for the industrial, commercial, distribution, and research development in the City. The City further declares its intent to prepare a plan of industrial, commercial, distribution, and research development and to enter into one or more agreements with the Corporation regarding real property, all of which are permitted by Section 1724.10(B) of the ORC.

Section 4. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were taken in an open meeting of this Council, and that all deliberations of this Council and any decision making bodies of the City that resulted in such formal actions were in meetings open to the public and in compliance with all legal requirements.

Section 5. In order to preserve the public peace, welfare, and development of the City, and more specifically because the current CIC registration is expiring soon such that immediate action is required to maintain its active status. Accordingly, this ordinance is hereby declared to be an

emergency measure and shall take effect and be in full force from and after the earliest period allowed by law.

Section 6. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council and that meetings of any of its committees that resulted in such formal action were meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code and the Charter for the CITY OF JOHNSTOWN.

Therefore, this ordinance shall become effective upon its passage by Council and approval by the Mayor.

Date of Introduction: August 4, 2026

Public Hearing/Vote: August 18, 2026

Effective Date:

BY: _____

Mayor Tiffany Hollis

ATTEST TO:

APPROVED AS TO FORM:

Teresa Monroe, Clerk of Council

Yazan Ashrawi, Law Director

CERTIFICATE

The undersigned hereby certifies that the foregoing is a true and correct copy of Ordinance No. __-2026

Teresa Monroe, Clerk of Council

0130654.0623330 4932-6542-7138v3



RESOLUTION 2026-37

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INFRASTRUCTURE DEVELOPMENT AND UTILITIES CAPACITY RESERVATION AGREEMENT WITH THE JOHNSTOWN LAND COMPANY II LLC AND THE BOARD OF TRUSTEES OF THE JOHNSTOWN NEW COMMUNITY AUTHORITY

WHEREAS, the City of Johnstown desires to enter into an agreement that will facilitate the development of its Planned Development District; and

WHEREAS, the City desires to serve the properties with public water and sanitary sewer services in order to enhance the economic vitality of the City and to promote and further public health; and

WHEREAS, in order to provide these services, certain public infrastructure improvements will need to be constructed; and

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 to execute an Infrastructure Development and Utilities Capacity Reservation Agreement in generally the same form as the copy included in the attached **Exhibit A**. The City Manager is also authorized to negotiate additional terms and provisions that are in the City's best interest without the need for further approval.

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: August 18, 2026

By: _____

Mayor Tiffany Hollis

ATTEST TO:

APPROVED AS TO FORM:

Teresa Monroe, Clerk of Council

Yazan Ashrawi, Law Director

INFRASTRUCTURE DEVELOPMENT AND UTILITIES CAPACITY RESERVATION AGREEMENT

This INFRASTRUCTURE DEVELOPMENT AND UTILITIES CAPACITY RESERVATION AGREEMENT (this “Agreement”) is made and entered into so as to be effective on the last date of signature by a party hereto (the “Effective Date”), by and among the **CITY OF JOHNSTOWN, OHIO** (“City”), a municipal corporation organized and existing under the constitution and the laws of the State of Ohio and its Charter, **THE JOHNSTOWN LAND COMPANY II LLC**, a Delaware limited liability company (“Developer”), and the **BOARD OF TRUSTEES OF THE JOHNSTOWN NEW COMMUNITY AUTHORITY**, an Ohio new community authority established pursuant to Ohio Revised Code Chapter 349 (the “Board”),. City, Developer, and Board may hereinafter be referred to individually as a “Party” or collectively as the “Parties”.

BACKGROUND

WHEREAS, Developer owns or is in contract to purchase a total of 458.62+/- acres of real property located within the City in an area generally located to the east of Clover Valley Road, being bounded by Duncan Plains Road on the north, Green Chapel Road on the south, and Mink Street on the east, with a limited portion of this real property being located to the north of and adjacent to Duncan Plains Road and to the south of U.S. Route 62, with frontage on Enterprise Drive, all as generally depicted in **Exhibit A** (attached hereto and incorporated by reference), and including the parcels which are listed in **Exhibit B** (also attached hereto and incorporated herein by reference) (collectively, the “Developer Properties”, as such definition may be modified as contemplated in Section 13); and

WHEREAS, The Johnstown Land Company LLC, a Delaware limited liability company (“JLC”), is the predecessor in interest of Developer with respect to ownership of the majority of the Developer Properties and also previously owned certain other real property consisting of 154.58+/- acres which it previously transferred, sold, and conveyed to Cologix Johnstown LLC, a Delaware limited liability company (“Cologix”), said real property being located to the west of and adjacent to the Developer Properties, also as depicted in **Exhibit A** and known on the Effective Date as Licking County Auditor Parcel Number 053-176178-00.000 (the “Cologix Property”, and together with the Developer Properties, the “Properties”); and

WHEREAS, Developer desires to develop the Developer Properties and to assist in facilitating the development of the Cologix Property in accordance with applicable zoning, land use, and development rights as permitted under the City’s zoning code; and

WHEREAS, Developer desires to have the City serve the Properties with public water and sanitary sewer services to facilitate such development, and City desires to provide such services in order to enhance the economic vitality of the City and to promote and further the public health, safety, and welfare; and

WHEREAS, in order to provide these services, certain public infrastructure improvements

will need to be constructed; and

WHEREAS, certain public street improvements also will be necessary to be constructed in order to facilitate the development of the Properties; and

WHEREAS, the Johnstown New Community Authority (the “NCA”) has been formed and created by the City by and through the passage of City Council Ordinance No. 11-2024 on April 4, 2024 with the cooperation of JLC and Developer and is empowered pursuant to the actions leading to its formation and by its governing documents to have its Board levy certain new community authority charges as permitted under Ohio Revised Code Chapter 349 which may be used to fund, finance, and/or reimburse the costs of public infrastructure improvements; and

WHEREAS, the Parties desire to enter into this Agreement to provide for the terms and conditions under which the aforementioned public infrastructure projects will be constructed and funded, financed, and/or reimbursed and to provide for the reservation of certain City water and sanitary sewer capacities to serve the Properties; and

WHEREAS, the Johnstown City Council, by Ordinance No. _____, adopted on _____, 2026, has authorized and directed its City Manager to execute this Agreement; and

WHEREAS, the Board, by and through its Resolution No. [____], adopted on _____, 2026, has authorized and directed its chairman to execute this Agreement.

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

AGREEMENT:

1. **Purpose and Intent:** As the owner or contract purchaser of the parcels of real property located within the Developer Properties, Developer is in the unique position of having the ability to master plan the development of the Properties. Its ability to develop the Developer Properties and the ability of Cologix to develop the Cologix Property are dependent upon the construction and availability of certain public infrastructure improvements. In order to properly plan for this development and to make necessary investments relating thereto, it is important for the Parties to make certain commitments to one another in terms of the installation, construction, and funding of such public infrastructure and the provision of public utilities services. The purpose of this Agreement is to memorialize the Parties’ mutual agreements and understandings as to the construction of public infrastructure and the provision of public water and sanitary sewer service that is of shared interest to them.
2. **Definitions:** Certain capitalized terms are defined throughout this Agreement for purposes of clarity and convenience. In addition, the capitalized terms set forth in this Section 2 shall have the following meanings:

- A. “Capacity Reservation Period” means the period of time beginning on the Effective Date and ending at 12:01 A.M. Eastern Time on the date that is exactly 15 years later.
- B. “City Council” means the City Council of Johnstown, Ohio.
- C. “City Projects” means those Projects for which City has the responsibility for installation, construction, and funding in accordance with this Agreement. “City Project” means any one of the City Projects.
- D. “Codified Ordinances” means the Codified Ordinances of the City of Johnstown, Ohio.
- E. “Debt Service Payment” means any debt service payment on loans, bond issuances, or other debt instruments issued to or through the Board that serve to finance or fund, in whole or in part, Project Costs for the Developer Projects. This term includes all principal and interest payments and all costs and expenses associated therewith, to the extent that they are permitted to be reimbursed as contemplated herein and under applicable Ohio law.
- F. “Developer Projects” means those Projects for which Developer or any of Developer’s Successors has responsibility for installation, construction, initially funding and/or financing in accordance with this Agreement. “Developer Project” means any one of the Developer Projects.
- G. “Developer Non-Reimbursable Work” means the installation and construction of any public infrastructure improvements other than the Primary Sanitary Lines, the Duncan Plains Pump Station, the Primary Water Lines, and the Major Intersection Improvements.
- H. “Developer Non-Reimbursable Work Costs” means the Costs of the Developer Non-Reimbursable Work.
- I. “Developer Reimbursable Work” means the installation and construction of any and all public infrastructure improvements which are not included within the definition of the Developer Non-Reimbursable Work.
- J. “Developer Reimbursable Work Cost” means the Costs of the Developer Reimbursable Work.
- K. “Developer’s Successors” means (a) any affiliated or partially affiliated successors and assigns in interest of Developer with respect to ownership of all or any of the Developer Properties, (b) any other owner of all or a portion of the Developer Properties, and (c) with respect to the Cologix Property, Cologix and its successors and assigns in interest with respect to ownership of the Cologix Property.
- L. “Development Incentives Agreement” means that certain Development Incentives Agreement by and among City, JLC, and the Johnstown-Monroe Local School District Board of Education dated December 5, 2023.

M. “Estimated Construction Cost Summary” means the estimated costs of completing each of the Developer Projects, as detailed in Exhibit D, which is attached hereto and incorporated herein by reference.

N. “Force Majeure Event” means an event causing a failure of or delay in the fulfillment of a Party’s obligation under this Agreement which is caused by an unforeseeable act outside of that Party’s control such as (but not necessarily limited to) (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) actions, embargoes or blockades in effect on or after the date of this Agreement; (e) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances; (f) epidemic, pandemic or similar influenza or bacterial infection (which is defined by the United States Center for Disease Control as virulent human influenza or infection that may cause global outbreak, or pandemic, or serious illness); (g) states of emergency declared by a governmental authority; and (h) other similar events beyond the reasonable control of an impacted Party.

O. “GPD” means gallons per day.

P. “GPM” means gallons per minute.

Q. “Interior Public Infrastructure” means all public infrastructure improvements which are constructed and installed within the boundaries of the Property and which are not Developer Projects including, but not limited to, Interior Streets and Roads, Interior Sanitary Lines, and Internal Water Lines.

R. “Interior Sanitary Lines” means public sanitary sewer lines located interior to the boundaries of the Properties which are not Primary Sanitary Lines.

S. “Interior Streets and Roads” means public streets or private roads for use by vehicular traffic which are located interior to the boundaries of the Properties and which are not part of Primary Intersection Improvements.

T. “Interior Water Lines” means public water lines located interior to the boundaries of the Properties which are not Primary Water Lines.

U. “Interest” means simple interest to be accrued on the Project Costs for Developer Projects which Developer or Developer’s Successors have incurred, which shall be equal to (i) the interest rate attributable to a bond issuance, when applicable, or (ii) calculated based on the 10-year Treasury bond rate (expressed as a percentage based on the then-most recent rate published by the U.S. Federal Reserve Board) plus 3.75%, but not to exceed Developer’s actual interest rate being accrued and paid on any debt issuance(s) used to pay such Project Costs, if said interest is accruing on Project Costs for Developer Projects which are financed by Developer. The interest rate for calculating accrued interest for Project Costs relating to a particular Developer Project shall be determined on the date of a bond issuance or, if there is no applicable bond issuance, on the first date when all such costs for a particular Developer Project have been paid in full and shall be recalculated on each subsequent

June 1st and December 1st following that date until the Project Costs, plus all accrued interest, are repaid in full.

V. “Kroger Lift Station” means upgrades to the existing sanitary sewer lift station located on the so-called Kroger grocery store property at 800 W. Coshocton Street in the City and to the north of U.S. Route 62, as generally shown in the Sanitary Sewer Infrastructure Plan and which, when completed, shall increase the capacity of the same to at least 114 GPM. This defined term also includes all related equipment and appurtenances.

W. “Other Intersection Improvements” means any improvements to Green Chapel Road, Clover Valley Road, Duncan Plains Road, and Mink Street which are not Major Intersection Improvements and are necessitated by the development or anticipated development of all or a portion of the Properties.

X. “PD District” means the Johnstown Opportunity Planned Development District, originally created as approved in Johnstown City Council Ordinance Number 19-2023 and as later amended or as may be amended in the future, and which governs the Properties.

Y. “Primary Intersection Improvements” means all public street improvements at and near the intersections of any two of the following public streets: Green Chapel Road, Clover Valley Road, Duncan Plains Road, and Mink Street.

Z. “Primary Sanitary Lines” means, collectively, all of Sanitary Line A, Sanitary Line B, Sanitary Line C, Sanitary Line D, and Sanitary Line E.

AA. “Primary Water Lines” means, collectively, all of Water Line A, Water Line B, Water Line C, Water Line D, and Water Line E.

BB. “Projects” means, collectively, all of the Primary Sanitary Lines, the Duncan Plains Pump Station, the Kroger Lift Station, the Primary Water Lines, the Wastewater Treatment Plant Upgrades, the Water Treatment Plant Upgrades, and Major Intersection Improvements. The term “Project” means any one of the Projects.

CC. “Project Costs” means, for a particular Project, the actual costs of the design and construction of any public infrastructure improvement contemplated in this Agreement, estimates (as of the Effective Date) of which are reflected in the Estimated Construction Costs Summary. Project Costs shall include commercially reasonable construction labor costs, material costs, permit and inspection fees, design and engineering fees, site preparation costs, construction management fees not to exceed 5% of total construction labor and material costs, financial advisory fees related to the TIF Agreement, legal fees related to the review of project construction documents, and other costs necessary and appurtenant thereto, including issuance costs, interest reserves, and debt reserves in connection with the sale of bonds, all as further detailed in written invoices along with written evidence of payment of the same.

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

EE. “Sanitary Line A” means approximately 100 linear feet of 10-inch pipeline to be constructed and used for purposes of containing and conveying sanitary sewage and wastewater, extending from the Wastewater Treatment Plant westward to a point on U.S. Route 62, to be located as generally illustrated in the Sanitary Sewer Infrastructure Plan.

FF. “Sanitary Line B” means approximately 4,870 linear feet of 10-inch pipeline to be constructed and used for purposes of containing and conveying sanitary sewage and wastewater, extending from the north side of Duncan Plains Road to the south side of the same street, to be located as generally illustrated in the Sanitary Sewer Infrastructure Plan.

GG. “Sanitary Line C” means approximately 3,220 linear feet of 18-inch pipeline to be constructed and used for purposes of containing and conveying sanitary sewage and wastewater, extending westward and then southward from Sanitary Line E, to be located as generally illustrated in the Sanitary Sewer Infrastructure Plan.

HH. “Sanitary Line D” means approximately 6,190 linear feet of 12-inch pipeline to be constructed and used for purposes of containing and conveying sanitary sewage and wastewater, extending from the Wastewater Treatment Plant on the north to the Duncan Plains Pump Station southward and then westward to connect to Sanitary Line C, to be located as generally illustrated in the Sanitary Sewer Infrastructure Plan.

II. “Sanitary Line E” means approximately 2,260 linear feet of 24-inch pipeline to be constructed and used for purposes of containing and conveying sanitary sewage and wastewater, extending from the Duncan Plains Pump Station on the north, to be located as generally illustrated in the Sanitary Sewer Infrastructure Plan.

JJ. “Sanitary Sewer Infrastructure Plan” means the plan attached hereto and incorporated herein as **Exhibit C**, which demonstrates the general locations for the installation of the Phase A Sanitary Infrastructure, the Phase B Sanitary Infrastructure, and the Phase C Trunk.

KK. “Sanitary Sewer Lateral Line” means an underground pipe connecting one or more individual buildings or structures directly or indirectly to a Sanitary Sewer Main Line.

LL. “Sanitary Sewer Main Line” means any primary underground pipeline in the City’s sanitary sewer system that serves to collect sewage and wastewater from various Sanitary Sewer Lateral Lines.

MM. “School District Compensation Agreement” means that certain Compensation Agreement by and between City and the Johnstown-Monroe Local School District Board of Education dated November 29, 2023.

NN. “Service Director” means the City’s Service Director or their authorized designee.

OO. “User” means any owner, lessee, sublessee, user, or other occupant of any portion of

the Properties which is the party responsible for paying the usage and/or consumption costs of water service and/or sanitary sewer service from City.

PP. “Wastewater Treatment Plant” means an existing wastewater treatment facility owned by City and located at 470 West Jersey Street, Johnstown, Ohio.

QQ. “Wastewater Treatment Plant Upgrades” means modifications and upgrades to the design and treatment capacity of the Wastewater Treatment Plant as identified by City.

RR. “Water Infrastructure Plan” means the plan attached hereto and incorporated herein as **Exhibit C**, which demonstrates the general locations for the installation of the Phase A Waterline Extension, the Phase B On-Site Waterline Extension, the Phase C Clover Valley Waterline Extension, and the Phase C On-Site Waterline Extension.

SS. “Water Lateral Line” means an underground pipe connecting one or more individual buildings or structures directly or indirectly to a Water Main Line.

TT. “Water Line A” means a water line sized at 16 inches or more and being approximately 4,150 linear feet in length to be constructed and used for purposes of conveying potable water, extending from the terminus of an existing 8-inch water line on Mink Street on the north and then running southward to Duncan Plains Road on the south, to be located as generally illustrated in the Water Infrastructure Plan.

UU. “Water Line B” means a water line sized at 16 inches or more and being approximately 2,340 linear feet in length to be constructed and used for purposes of conveying potable water, extending from the terminus of Water Line A on the north and then running southward and then westward to connect with Water Line C, to be located as generally illustrated in the Water Infrastructure Plan.

VV. “Water Line C” means a water line sized at 16 inches or more and being approximately 2,390 linear feet in length to be constructed and used for purposes of conveying potable water, extending from the terminus of Water Line B on the east and then running northward and then westward to connect with Water Line D and Water Line E, to be located as generally illustrated in the Water Infrastructure Plan.

WW. “Water Line D” means a water line sized at 16 inches or more and being approximately 2,880 linear feet in length to be constructed and used for purposes of conveying potable water, connecting to and extending from an existing 8-inch waterline at Duncan Plans Road on the north and then running southward to connect with Water Line C and Water Line E, to be located as generally illustrated in the Water Infrastructure Plan.

XX. “Water Line E” means a water line sized at 12 inches or more and being approximately 890 linear feet in length to be constructed and used for purposes of conveying potable water, connecting to and extending from Waterline C and Water Line D on the north and then running southward and then westward to its termination point, to be located as generally illustrated in the Water

Infrastructure Plan.

YY. “Water Main Line” means any primary underground pipeline in the City’s water system that serves to distribute potable water to various Water Lateral Lines serving buildings, structures, and properties.

ZZ. “Water Treatment Plant” means an existing water treatment facility owned by City and located at 395 West Jersey Street, Johnstown, Ohio.

AAA. “Water Treatment Plant Upgrades” means modifications and upgrades to the design and treatment capacity of the Water Treatment Plant as identified by City.

3. Agreement to Provide Public Water and Public Sanitary Sewer Services: Subject to the other terms, conditions, and provisions set forth in this Agreement, City agrees to provide public water service and public sanitary sewer service to each use and User of the Properties. Beginning on the Effective Date, and subject to the installation and construction of relevant public infrastructure as detailed in this Agreement, City agrees to sell, deliver, and distribute potable water to the Properties from Water Main Lines and Water Lateral Lines for consumption and use by each use and User and for the purpose of providing fire protection. Similarly, City agrees to allow each use and User to connect to and utilize Sanitary Sewer Main Lines and Sanitary Sewer Lateral Lines in order to discharge sanitary sewage and wastewater therein, which City shall then transfer to the Wastewater Treatment Plant for processing. City agrees to provide the services contemplated in this Section 3 to each particular portion of the Properties on a continuous, regular, and uninterrupted basis once said services are first provided, subject to (a) the relevant User executing any service agreements with City for the provision of such services which City requires to be executed by all similar users of public water and public sanitary sewer services and their associated uses of real property, (b) the relevant User’s compliance with the terms of such service agreements, and (c) interruptions caused by Force Majeure Events.

4. Construction and Installation:

A. City Projects: City shall be responsible for designing, obtaining permits for, installing, and constructing the following Projects, each of which shall be included within the definition of a City Project for purposes of this Agreement, by no later than the dates provided, subject to delays caused seasonal weather and any Force Majeure Event:

- i. Kroger Lift Station, by no later than December 31, 2026;
- ii. Sanitary Line A, by no later than December 31, 2026;
- iii. Water Treatment Plant Upgrades, by no later than October 1, 2027; and
- iv. Wastewater Treatment Plant Upgrades shall begin when the use of the plant’s flow capacity reaches 80% for 3 consecutive months and shall be completed within 2 years thereafter.

B. Developer Utilities Projects: Developer or Developer’s Successors shall be responsible for designing, obtaining permits for, installing, and constructing the following the construction of the

Primary Sanitary Lines, the Duncan Plains Pump Station, and the Primary Water Lines (all of which shall be included within the definition of the term “Developer Projects”), with timing as determined by Developer or Developer’s Successors in their reasonable discretion. Notwithstanding the foregoing, if any of the Primary Sanitary Lines, the Duncan Plains Pump Station, or the Primary Water Lines are required to be constructed to serve a use or User commencing operations on any of the Properties, then the installation and construction of the relevant public infrastructure improvements shall be completed accordingly. Prior to commencing construction on a particular Developer Project that individually is anticipated to have Project Costs of Five Hundred Thousand and 00/100 Dollars (\$500,000.00) or greater, Developer shall use reasonable good faith efforts to obtain competitive bids from contractors for the same. If it obtains competitive bids, Developer shall share the competitive bids with City within a reasonable time after they are received in order to provide City with the opportunity for input, within 10 days after receipt thereof, on which bid it deems to be the “lowest and best bid”. Developer shall elect the bid that it determines to be the lowest and best after receiving input from City. For purposes of this Agreement, the “lowest and best” bid shall mean “the bid with the best combination of experience of the bidder for the type of project that was bid, the proposed timing for commencement and completion of the work, and the proposed price to complete the work, as determined by Developer in its reasonable discretion.” The lowest and best bid may be, but is not required to be, the lowest proposed cost to complete the work.

C. Interior Public Infrastructure: All Interior Public Infrastructure shall be installed and constructed by Developer or Developer’s Successors with timing for commencement and completion which is determined to be desirable or necessary by any of them to serve development on the Properties.

D. Street Improvements: Installation of Major Intersection Improvements and Other Street Improvements shall be the responsibility of Developer or Developer’s Successors with the timing for commencement and completion of the same which is determined to be desirable or necessary by any of them to serve development on the Properties. Major Intersection Improvements shall be included within the definition of the term “Developer Projects”, but Other Intersection improvements shall not be within that definition. Nothing herein shall be read to require Developer or Developer’s Successors to install any Major Intersection Improvements or Other Street Improvements which are to be constructed by City, another governmental entity, or a quasi-public entity or agency such as a transportation improvement district as defined under the Ohio Revised Code.

5. Rights-of-Way and Easements: Each of Developer, Developer’s Successors, and City shall provide or obtain, in accordance with this Section 5, any easements, rights-of-way, and rights of entry onto real property for the purpose of facilitating the installation, construction, operation, maintenance, repair, and replacement of relevant Projects. Prior to filing applications which are necessary to install and construct a particular Developer Project, Developer or Developer’s Successors (as applicable) shall identify, in a writing and/or via drawings or other plans provided to City, specific locations of existing rights-of-way (each, an “Existing ROW”) and existing easements (each, an “Existing Easement”) which will in whole or in part accommodate the improvements that are associated with the Developer Project, as well as the nature, sizes, and locations of any additional rights-of-way (each, a “Necessary ROW”) and/or easements (each, a “Necessary Easement”) that do not yet exist but are needed to accommodate all or a portion of that Developer Project.

A. Within the Properties: Developer shall dedicate, or shall cause any of Developer's Successors to dedicate, each Necessary ROW to City and grant each Necessary Easement to City that is located within the boundaries of the Properties and is necessary to facilitate the construction of a Project, at no charge to City. When Necessary ROW is needed next to or within an existing highway or street easement containing Green Chapel Road, Clover Valley Road, Duncan Plains Road, and/or Mink Street in order to accommodate a Project, it shall be dedicated by and through the delivery of a Right-of-Way deed to City. Necessary ROW in these locations shall have a width that does not exceed the required right-of-way for the relevant street, inclusive of the paved roadway, curb and gutter, tree lawn, and sidewalk or shared-use path, where applicable and as provided in the approved zoning and referenced in the comprehensive plan that applies to the portion of the Properties to be dedicated, with no more than one-half of the width of any required right-of-way to be provided on either side of the centerline of existing right-of-way unless agreed by the dedicating party as determined in its sole discretion, but should a traffic study required to be undertaken by a property owner or applicant, or as required by the City, to develop property within the PD District indicate that additional right-of-way is necessary for a specific development within the PD District that is in excess of the original allotted amount the Developer, at the City's request, shall provide such right-of-way. For new public streets within the Properties, rights-of-way shall be dedicated to City by and through the execution of a final plat as reviewed and approved by City in accordance with procedures set forth in the Codified Ordinances. Such rights-of-way shall not be required to exceed widths which are required under the approved zoning of the Properties.

Any additional widths beyond the rights-of-way contemplated in the immediately preceding paragraph and that are adjacent to such rights-of-way which are reasonably necessary to be provided from the Properties in order to accommodate a Project shall be provided by and through the execution and delivery to City of an instrument or instruments granting Necessary Easement(s) to City. Similarly, any Necessary Easements to be provided within other areas of the Properties shall be granted by a written declaration of easement or by and through a deed of easement or an easement agreement between the granting party and City. Each such instrument shall be in a form that is acceptable to both City and the party which is granting the Necessary Easement, and the party granting the easement shall be responsible for recording each such instrument with the Recorder at its sole cost and expense.

B. Outside of the Properties: It shall be the responsibility and obligation of City to obtain, at its sole cost and expense, each Necessary ROW or Necessary Easement that is located outside of the boundaries of the Properties if necessary to accommodate the construction of each Project. City shall negotiate with applicable third parties in order to acquire such Necessary ROW and/or Necessary Easements and shall, if necessary, utilize all rights and powers that it enjoys under applicable law to obtain and acquire the same, including but not limited to its right and power to appropriate real property for public purposes. City shall take all actions necessary to acquire Necessary ROW and/or Necessary Easements for each Project such that the Project may be timely commenced and completed. Each Necessary ROW and Necessary Easement acquired by City shall be of an adequate size and appropriate location to accommodate the relevant Project.

Notwithstanding the foregoing, City may from time-to-time request that the Developer assist City in the pursuit of the acquisition of particular Necessary ROWs and/or Necessary Easements

located outside of the boundaries of the Properties that are owned by parties other than the Developer and, upon receipt of any such request, Developer shall make commercially reasonable efforts in this regard. In each instance where Developer is able to acquire such Necessary ROW or Necessary Easement, it shall pay any required compensation, but only as agreed to by the City, for the same and promptly following the acquisition it shall transfer the Necessary ROW to City or shall assign its rights and obligations under the Necessary Easement to City. The actual compensation paid by Developer to third parties to acquire any such Necessary ROW or Necessary Easement in this manner, as well as associated transactional costs and legal fees, plus Interest, shall be reimbursed to Developer by City and/or the Board in the same manner as if they were Project Costs for Developer Projects as provided in this Agreement. Should Developer be unable to acquire any Necessary ROW or Necessary Easement after receiving a written request from City and after making commercially reasonable efforts to do so, then City shall proceed with said acquisition in accordance with the immediately preceding paragraph.

6. Reservations of Capacity:

A. Sanitary Sewer:

i. Reserved Capacity: During the Capacity Reservation Period, City agrees to reserve a minimum of 700,000 GPD of sanitary sewage treatment capacity (the “Reserved Sanitary Capacity”) for use exclusively within the Properties by Developer and other Users. Given that the Projects relating to sanitary sewer infrastructure are anticipated to be constructed in phases and not all at once, the Parties acknowledge that the Reserved Sanitary Capacity will become available over time. To this end, the following minimum amounts of the Reserved Sanitary Capacity shall be made available by City by the following dates:

<u>Minimum Gallons Per Day</u>	<u>Beginning</u>	
300,000 GPD	On the Effective Date	
Additional 300,000 GPD	January 1, 2029	
Additional 100,000 GPD	January 1, 2031	

ii. Priority of Use: The use of Reserved Sanitary Capacity shall be permitted on a first-come, first-served basis for all uses and Users within the Properties. If available in City’s reasonable discretion, City will allow use or any User (or uses or Users, collectively) to use additional sanitary sewage treatment capacity that is available over and above the Reserved Sewer Capacity in the same manner as it would allow any use or other user located outside of the Properties.

iii. Failure to Use Reserved Sanitary Capacity: Beginning on January 1, 2031 until the expiration of the Capacity Reservation Period, if less than the entirety of the Reserved Sanitary Capacity is being used and/or is committed to being used within the Properties, and no service agreement has been executed as required by Section 6.A.v. by any User for such

unused Reserved Sanitary Capacity and the City delivers written notice to Developer stating that sanitary sewer service capacity usage in areas of the City located outside of the Properties exceeds 80% of the available sanitary sewer capacity of the City without taking into account the Reserved Sanitary Capacity (such notice being referred to herein as the “Sanitary Capacity Notice”), then the Developer shall make an election as provided in this paragraph by delivering its own written notice to City (the “Developer Sanitary Response Notice”) within 30 days of receiving the Sanitary Capacity Notice. In the Developer Sanitary Response Notice, Developer shall make an election to either (a) continue to reserve some or all of the unused Reserved Sanitary Capacity for the remainder of the Capacity Reservation Period by agreeing to pay monthly usage rates in an amount equal to 50% of the unused Reserved Sanitary Capacity and/or (b) release its reservation of some or all of the unused Reserve Sanitary Capacity. Should an election be made by Developer to proceed under the immediately preceding subsection (a), then monthly sanitary sewer service charges shall begin to accrue on the first day of the calendar month following delivery of the Developer Sanitary Response Notice to City. Should an election be made by Developer to proceed under the immediately preceding subsection (b), the unused and unreserved portions of the Reserved Sanitary Capacity shall be permitted to be used and applied to uses, users, and property located outside of the boundaries of the Properties, but also may be used within the Properties if needed in the future. The failure of Developer to timely deliver the Developer Sanitary Response Notice shall be deemed to constitute Developer’s election to proceed under the immediately preceding subsection (a).

iv. Private Contracts For Use: As the master developer of the Properties, Developer has an interest in ensuring that earlier private developments occurring within the Properties do not hamper the ability of later private developments to utilize needed amounts of the Reserved Sanitary Capacity. Therefore, Developer shall be permitted to enter into written agreements with Users regarding the use of the Reserved Sanitary Capacity (each, a “Sanitary Capacity Share Agreement”). Among other terms and provisions, a Sanitary Capacity Share Agreement may limit the amount of the Reserved Sanitary Capacity which may be used by an individual User in order to ensure that there is an adequate remainder of Reserved Sanitary Capacity to serve existing and future developments and uses within the Properties through the relevant dates as detailed in the table set forth in Section 6.A.i. above. Developer shall deliver to City each Sanitary Capacity Share Agreement executed with any User, provided that Developer may redact any information that is confidential or proprietary to it or to any User. While City shall not be legally bound by a Sanitary Capacity Share Agreement, during the Capacity Reservation Period it may reasonably monitor the compliance of each User with an applicable Sanitary Capacity Share Agreement and provide Developer with written notice of any non-compliance it observes from time-to-time and may, within a reasonable amount of time following a written request from Developer, provide Developer with a written summary of consumption of the Reserved Sanitary Capacity for the immediately preceding three calendar month period. The City may charge the Developer a commercially reasonable fee for such monitoring services provided by the City. Nothing herein shall subject the City to any liability claims from Developer or any User as a result of these monitoring and reporting activities.

v. Sanitary Sewer Service Agreements; Service Costs: Prior to accepting sanitary sewer services from City, each User shall be required to enter into a sanitary sewer service agreement with the City. Each User shall be required to pay all required fees, costs, and service charges pertaining to sanitary sewer services as apply to each recipient of such services from the City for uses which are similar to that which the User will operate on the Properties.

B. Water:

i. Reserved Capacity: During the Capacity Reservation Period, City agrees to reserve a minimum of 1,000,000 GPD of water treatment capacity (the “Reserved Water Capacity”) for use and consumption exclusively within the Properties by Developer and other Users. Given that the Projects relating to water infrastructure are likely to be constructed in phases and not all at once, the Parties acknowledge that the Reserved Water Capacity will become available over time. To this end, the following minimum amounts of the Reserved Water Capacity shall be made available by City by the following dates:

<u>Minimum Gallons Per Day</u>	<u>Beginning</u>
100,000 GPD	On the Effective Date
Additional 200,000 GPD (300,000 GPD total)	January 1, 2029
Additional 300,000 GPD (600,000 GPD total)	January 1, 2031
Additional 300,000 GPD (900,000 GPD total)	January 1, 2032
Additional 100,000 GPD (1,000,000 GPD total)	January 1, 2033

ii. Priority of Use: The use of Reserved Water Capacity shall be permitted on a first-come, first-served basis for all uses and Users within the Properties. If available in City’s reasonable discretion, City will allow any use or User (or uses or Users, collectively) to use additional water capacity that is available over and above the Reserved Water Capacity in the same manner as it would allow any use or other user located outside of the Properties.

iii. Failure to Use Reserved Water Capacity: Beginning on January 1, 2033 until the expiration of the Capacity Reservation Period, if less than the entirety of the Reserved Water Capacity is being used and/or is committed to being used within the Properties, and no service agreement has been executed as required by Section 6.A.v. by any User for such unused Reserved Water Capacity and the City delivers written notice to Developer stating that water

usage in areas of the City located outside of the Properties exceeds 80% of the available water service capacity of the City without taking into account the Reserved Water Capacity (such notice being referred to herein as the “Water Capacity Notice”), then the Developer shall make an election as provided in this paragraph by delivering its own written notice to City (the “Developer Water Response Notice”) within 30 days of receiving the Water Capacity Notice. In the Developer Water Response Notice, Developer shall make an election to either (a) continue to reserve all or some of the unused Reserved Water Capacity for the remainder of the Capacity Reservation Period by agreeing to pay monthly usage rates in an amount equal to 50% of the unused Reserved Water Capacity and/or (b) release its reservation of some or all of the unused Reserve Water Capacity. Should an election be made by Developer to proceed under the immediately preceding subsection (a), then monthly water service charges shall begin to accrue on the first day of the calendar month following delivery of the Developer Water Response Notice to City. Should an election be made by Developer to proceed under the immediately preceding subsection (b), the unused and unreserved portions of the Reserved Water Capacity shall be permitted to be used and applied to uses, users, and property located outside of the boundaries of the Properties, but also may be used within the Properties if needed in the future. The failure of Developer to timely deliver the Developer Water Response Notice shall be deemed to constitute Developer’s election to proceed under the immediately preceding subsection (a).

iv. Private Contracts For Use: As the master developer of the Properties, Developer has an interest in ensuring that earlier private developments occurring within the Properties do not hamper the ability of later private developments to utilize needed amounts of the Reserved Water Capacity. Therefore, Developer shall be permitted to enter into written agreements with other Users regarding the use of the Reserved Water Capacity (each, a “Water Capacity Share Agreement”). Among other terms and provisions, a Water Capacity Share Agreement may limit the amount of the Reserved Water Capacity which may be used by an individual use or User in order to ensure that there is an adequate remainder of Reserved Water Capacity to serve existing and future developments and uses within the Properties through the relevant dates as detailed in the table set forth in Section 6.B.i. above. Developer shall deliver to City each Water Capacity Share Agreement which it and any User executes, provided that Developer may redact any information that is confidential or proprietary to it or any User. While City shall not be legally bound by a Water Capacity Share Agreement, during the Capacity Reservation Period it shall reasonably monitor the compliance of each User with an applicable Water Capacity Share Agreement and provide Developer with written notice of any non-compliance it observes from time-to-time and shall, within a reasonable amount of time following a written request from Developer, provide Developer with a written summary of consumption of the Reserved Water Capacity for the immediately preceding three calendar month period. Nothing herein shall subject City to any liability claims from Developer or any User as a result of these monitoring and reporting activities.

v. Water Service Agreements; Service Costs: Prior to accepting water services from City, each User shall be required to enter into a standard water service agreement with the City, in a form that is utilized by the City for all properties within its jurisdiction at the time when such services are procured. Each User shall be required to pay all required fees, costs,

and service charges pertaining to water services as apply to each recipient of such services from the City for uses which are similar to that which the User will operate on the Properties.

C. No Transfers: No portion of the Reserved Sanitary Capacity and/or Reserved Water Capacity shall be used by Developer, any User, or any other person or entity to serve any development located outside of the boundaries of the Properties without the prior written consent of Developer and City Council, with the latter acting by and through a duly approved written resolution. Any such attempted assignment of Reserved Sanitary Capacity and/or Reserved Water Capacity without the prior written consent of Developer and City Council shall be invalid and ineffective. Each assigning User shall ensure that any individual or entity receiving an assignment of Reserved Sanitary Capacity and/or Reserved Water Capacity pursuant to this Agreement shall be bound to the terms and conditions of this Agreement.

7. Lateral Line Connections:

A. Sanitary Sewer: Upon approval of the design and construction of any Sanitary Sewer Lateral Line by the Service Director in accordance with the Codified Ordinances, as evidenced by the issuance of a permit (each, a “Sanitary Sewer Permit”), the User that is identified in any application for the Sanitary Sewer Permit shall be permitted to construct (at its sole cost and expense) a Sanitary Sewer Lateral Line and directly connect it to a Sanitary Sewer Main Line or to a Sanitary Sewer Lateral Line that has already been or will be constructed and either does or will provide the relevant building or structure with an indirect connection to a Sanitary Sewer Main Line. Each direct or indirect connection to a Sanitary Sewer Main Line shall require the filing of an application for, and the issuance of, its own Sanitary Sewer Permit. The relevant owner of the portion of the Properties which will be served by the Sanitary Sewer Lateral Line shall execute an instrument granting an easement in favor of City for the use and operation of the same using a standard form of easement provided by City, and such an easement shall be recorded by the granting party with the Recorder at its sole cost and expense.

B. Water: Upon approval of the design and construction of a Water Lateral Line by the Service Director in accordance with the Codified Ordinances, as evidenced by the issuance of a permit (each, a “Water Permit”), the User that is identified in the application for the Water Permit shall be permitted to construct (at its sole cost and expense) a Water Lateral Line and directly connect it to a Water Main Line or connect it to a Water Lateral Line that has already been or will be constructed and either does or will provide an indirect connection to a Water Main Line. Each connection to a Water Main Line shall require the filing of an application for, and the issuance of, its own Water Permit. The relevant owner of the portion of the Properties which will be served by the Water Lateral Line shall execute an instrument granting an easement in favor of City for the use and operation of the same using a standard form of easement provided by City, and such an easement shall be recorded by the granting party with the Recorder at its sole cost and expense.

8. Tax Increment Financing Districts: Pursuant to City Council Ordinance 13-2024 (the “TIF Ordinance”), City has previously created a tax increment financing district (a “TIF District”) covering the vast majority of the Properties in accordance with applicable provisions of Ohio Revised Code Chapter 5709 in order to provide sources for the funding, financing, and/or reimbursement of certain public infrastructure improvements as defined in that legislation. City agrees to promptly take all

necessary action to expand the TIF District to include any portions of the Properties which are not included therein as of the Effective Date. Section 6 of the TIF Ordinance permits the City to enter into one or more so-called “TIF Agreements” with one or more owners of real property located within the TIF District to allocate funds collected from service payments in lieu of taxes as contemplated in Ohio Revised Code Chapter 5709 and the TIF Ordinance (“Service Payments”) for the direct payment, financing, and/or reimbursement of public infrastructure costs. City agrees that the Service Payments may be used to pay, support the financing of, and/or reimburse the Project Costs and Interest as detailed in this Agreement.

A. TIF Service Payments. Developer hereby agrees, and will require its successors in ownership of any portion of the Properties to agree, to pay the Service Payments as contemplated in Section 2 of the TIF Ordinance. Developer and its successors in ownership of the Properties will not, under any circumstances, be required for any tax year to pay both real property taxes and Service Payments with respect to such improvements.

B. Multiple TIF Districts. City and Developer recognize that the Properties will be developed in multiple phases over time based on market conditions, and that it is in their respective best interests to maximize opportunities to capture revenues from the TIF District. Therefore, the Parties shall work cooperatively to take such actions as are necessary or desirable to modify the TIF District and/or to create new tax increment financing districts covering portions of the Properties with boundaries and under timing that furthers the goals of timely generating Services Payments while making reasonable efforts to maximize collections. To this end, City shall be permitted to, after receiving written consent of Developer after it has reviewed all relevant legislation and documentation (which such consent shall not be unreasonably withheld, conditioned, or delayed), or shall, if reasonably requested by Developer, modify the boundaries of the TIF District and/or create additional tax increment financing districts which apply to portions of the Property in order to align the starting dates for the term of each such district with the timing of each phase of development, if necessary or advisable in order to increase collections of Service Payments from the Properties.

9. New Community Authority District: In order to provide another source for the funding, financing, and/or reimbursement of Project Costs and the payment of associated Interest as detailed in this Agreement, Developer has petitioned City to create, and City has created, a new community authority district pursuant to Ohio Revised Code Chapter 349 which is known as the Johnstown New Community Authority District (the “NCA District”). At the time of its creation, the NCA District did not include all portions of the Properties which were under the ownership of JLC, Developer, or their respective affiliates. Developer agrees that, prior to being able to receive a building permit for private improvements on any portion of the Properties which is not already encompassed within the NCA District, it shall take necessary actions to add such acquired real property to the NCA District. City shall not be obligated to issue any building permits on a particular portion of the Properties until such time as that portion of the real property has been included within the boundaries of the NCA District, and Developer shall take all necessary actions to ensure that any User that has purchased real property located within the Properties from Developer complies with the requirements of this subsection. Assessment charges collected from the NCA District (“NCA Charges”) shall be used in accordance with the terms of this Agreement and the terms of the instruments that created and govern the NCA District.

In order to avoid placing any portion of the Properties at a competitive disadvantage in terms of its marketability for sale or lease or its potential for development, City agrees that it shall require other real property to be subjected to the NCA District and the charges assessed therein. This obligation shall apply to any real property that is more than 5.0 acres in size that is either annexed to the City following the Effective Date or is rezoned to a zoning classification that permits the development and operation of uses other than agricultural uses or one single-family home.

10. Project Costs – Payments, Reimbursements, and Financing. City shall pay the Project Costs for the City Projects and shall not receive any reimbursements for those costs from Service Payments or NCA Charges, unless excess Service Payments or NCA Charges are available above 120% for a period of two years or more of the total amount that would otherwise be needed to reimburse the Developer for Developer Projects, and then only with written confirmation from the Developer that such Project Costs for the Developer Projects have been or will be paid from Service Payments or NCA Charges. Developer shall pay for and/or finance the Project Costs for the Developer Projects, which shall be constructed in accordance with all applicable public specifications and requirements. To the extent that Developer directly pays any Project Costs for Developer Projects related to economic development and not retail or housing, then in addition to being reimbursed for these costs it shall be paid Interest. If some projects service both economic development, retail and housing the reimbursement shall be split according to % of use. City and Developer acknowledge that Developer may need to obtain loans, bond issuances, and/or other debt issuances (in any combination it determines to be appropriate in its sole discretion) in order to finance some or all of the Project Costs for the Developer Projects. The Parties also acknowledge their shared intent to utilize the NCA's power to issue bonds to finance the Developer Projects from time-to-time, subject to all necessary action and approvals by the Board.

The Parties further agree that City shall not be required to provide any credit enhancement commitments to Developer or any lender or other issuance of debt as it relates to the Project Costs for Developer Projects, other than it shall pledge the rights to the use of Service Payments to any lender or other issuer of debt relating to the Project Costs for the Developer Projects as requested by Developer and/or the Board. The Parties agree that all Service Payments collected from the TIF District or from any other tax increment financing district covering the Properties, and all NCA Charges collected from the NCA District, shall be used to directly pay the Project Costs for the Developer Projects, to reimburse Developer for the Project Costs of the Developer Projects, and to pay debt service payments on the issuance of any commercially reasonable debt instruments that have been used to fund the costs of said Project Costs. Other than as provided hereinabove with respect to excess Service Payments and NCA Charges, Service Payments and NCA Charges derived from the area associated with the PD District shall not be used or encumbered for any other purpose until such time as all of the Project Costs of the Developer Projects and related Interest have been paid or reimbursed in full and all obligations under legal documentation pertaining to the issuance of all or any debt issuances used to finance these Project Costs have been paid in full. After such time, City and the Board may use the Service Payments and the NCA Charges, respectively, as they respectively determine in their sole discretion. Prior to the City's use of Service Payments or the Board's use of NCA Charges as permitted in the immediately preceding sentence, it shall obtain written confirmation from Developer that all of its obligations pertaining to the Project Costs of the Developer Projects and

related Interest have been paid or reimbursed in full and all obligations under legal documentation pertaining to the issuance of all or any debt issuances uses to finance these Project Costs have been satisfied.

A. Eligibility For Use of Service Payments and NCA Charges. In order for any Project Costs for Developer Projects to be eligible to benefit from the use of Service Payments and/or NCA Charges, the party that is responsible for constructing the relevant Developer Project shall be required to pay prevailing wages under Ohio law for that Developer Project. Subject to Section 10.B below for such eligible Developer Projects, Service Payments and/or NCA Charges shall be used to make direct payments of Project Costs, to reimburse Project Costs, to pay Interest, and/or to pay Debt Service Payments. Service Payments and NCA Charges generated and collected from the Properties shall not be utilized to pay or reimburse any Project Costs for the City Projects or to pay another costs, expenses, or debt service payments of City that are unrelated to the Developer Projects, until such time as all Project Costs for the Developer Projects, Interest, and Debt Service Payments have been paid in full.

B. Revenues From Other Development Projects. When development of real property located outside of the boundaries of the Properties benefits from or uses any portion of the Developer Projects, then Service Payments and NCA Charges that are generated and collected from those properties (the “Outside Development Funds”) shall be used for the payment of a Debt Service Payment or direct payment or reimbursement of Project Costs for Developer Projects and Interest in the event that Service Payments and NCA Charges generated and collected from the Properties within the original boundaries are insufficient to completely cover such payments or reimbursements.

C. Priority for Use of Service Payments and NCA Charges. Service Payments (such term being defined in the TIF Ordinance) collected from the TIF District or any other tax increment financing district covering the Properties and on deposit in the Fund (such term being defined in the TIF Ordinance) or in another applicable tax increment financing district fund, after paying all sums then due to the Johnstown Monroe Local School District as required in Section 4(i) of the TIF Ordinance, will be disbursed by City no less frequently than semi-annually in accordance with this Section 10.C. The Board shall receive collections of NCA Charges and deposit the same into an account to be created and used for the primary purpose of meeting the funding, reimbursement, and payment obligations contemplated in this Agreement and maintenance costs (if any) incurred by Developer which are eligible under applicable law for reimbursement from NCA Charges (such an account to be referred to as the “NCA Account”) in accordance with this Section 10.C. Notwithstanding the foregoing, once deposited into the NCA Account the NCA Charges may first be used to fund the reasonable operating expenses of the Board and to fund a reasonable reserve account relating to said operating expenses, and then shall be disbursed no less frequently than semi-annually. After using the Service Payments or NCA Charges for any particular collection period for the purposes described earlier in this paragraph, each of the City (with respect to the Service Payments) and the Board (with respect to the NCA Charges) shall hold and disburse funds in their possession and in accordance with this Section 10 as follows:

(i) First, they shall be used to fund any bond issuance costs and any minimum debt or interest reserve requirements of a bond issuer or lender which funds the Project Costs for Developer Projects;

(ii) Second, they shall be used to pay any Debt Service Payments (which may, among other things, include administrative charges and expenses relating to bond issuances or similar debt obligations), to the extent that they are then due or will be due to be paid prior to the next anticipated date of receipt of Service Payments or NCA Charges by City and the Board, respectively;

(iii) Third, to directly pay for Project Costs relating to Developer Projects and/or to reimburse Developer for these costs, plus Interest; and

(iv) Fourth, to the extent that all Developer Projects have been constructed such that the total Project Costs for all Developer Projects are known, to pay the City for any other public infrastructure improvements costs which may be eligible for direct payment, for reimbursement to City, or for debt service payments on City-financed public infrastructure improvements, if (and only if) there are remaining monies in the in the Fund, in another applicable tax increment financing district fund, or in the NCA Account after all items have been funded as provided in the immediately preceding subsection (i) through (iii), as certified by Developer in writing.

11. Community Infrastructure Contribution: In order to assist City with the facilitation of the goals and commitments detailed in this Agreement, Developer agrees to contribute the sum of One Million and 00/100 Dollars (\$1,000,000.00) to City (the “Community Infrastructure Contribution”). City shall use these funds directly towards roadway infrastructure projects within City limits. One-half of the Community Infrastructure Contribution (\$500,000.00) shall be paid by Developer to City on or before December 31, 2026, and the other one-half of the Community Infrastructure Contribution (\$500,000.00) shall be paid on or before December 31, 2027. Nothing herein shall prevent Developer from paying all or some portions of the Community Infrastructure Contribution prior to either of these dates.

12. Representations and Warranties:

A. By City: City represents and warrants to Developer and Board that (i) it is a duly formed and recognized charter municipality under the laws of the State of Ohio; (ii) it and the individuals executing this document have authority to enter into this Agreement; (iii) the execution of this Agreement will be a valid, binding, and enforceable act of the City; (iv) this Agreement serves a valid public purpose; and (v) all necessary steps and procedures have been observed with respect to the approval of this Agreement.

B. By Developer: Developer represents and warrants to City and Board that (i) it is duly formed under the laws of the State of Delaware and is authorized to do business as a foreign business entity in the State of Ohio, (ii) the person signing on behalf of the company has the authority to enter into this Agreement; (iii) the execution of this Agreement will be a valid, binding, and enforceable act of Developer; and (iv) all

necessary steps and procedures have been observed with respect to the approval of this Agreement.

C. By Board: On behalf of the NCA, Board represents and warrants to City and Developer that (i) it is duly formed as a new community authority under the laws of the State of Ohio, (ii) the person signing on behalf of the Board has the authority to enter into this Agreement; (iii) the execution of this Agreement will be a valid, binding, and enforceable act of Board and the NCA; and (iv) all necessary steps and procedures have been observed with respect to the approval of this Agreement.

13. Term: This Agreement shall remain effective until the first date when all Developer Project Costs have been directly paid or reimbursed (along with interest) to Developer and all debt service incurred by Developer which is to be paid from Service Payments collected in all TIF Fund(s) and/or from NCA Charges collected in the NCA Fund have been paid in full, as certified by Developer in writing.

14. Amendment: This Agreement may be amended, modified, or changed only by a written document properly executed by all Parties hereto. Notwithstanding the foregoing, in the event that any real property located outside of the boundaries of the Properties are added to the same Planned Development District (as set forth in the Codified Ordinances) that applies to the Properties, then said real property automatically shall be included within and added to the definition of the term “Properties” unless an amendment hereto is executed which provides otherwise.

15. Applicable Law: This Agreement shall be governed by, construed, and interpreted in accordance with the laws of the State of Ohio and the United States.

16. Headings: The headings used in this Agreement and/or any exhibit hereto are for reference and convenience purposes only and shall not in any way limit or affect the meaning or interpretation of any of the terms thereof.

17. No Waiver: No delay or failure on the part of any party hereto in exercising any right, power, or privilege under this Agreement or any other instruments given in connection with or pursuant to this Agreement shall impair any such right, power, or privilege or be construed as a waiver of any default or acquiescence therein. No single or partial exercise of any such right, power, or privilege shall preclude the further exercise of such right, power, or privilege, or the exercise of any other right, power, or privilege.

18. Severability: If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, unless the deletion of such provision or provisions would result in such a material change so as to cause completion of the transactions contemplated herein to be unreasonable.

19. Counterparts: This Agreement may be executed in counterparts, each of which when taken together shall constitute one and the same instrument. Signatures or facsimiles of signatures exchanged in .pdf or other electronic forms shall be deemed to be originals for all purposes hereunder.

20. Notices: Any notices required or permitted to be sent hereunder shall be served by registered or certified mail, return receipt requested, by personal service, or by e-mail to the addresses stated below:

To Developer:

The Johnstown Land Company II LLC
Attn: President
Attn: General Counsel
8000 Walton Parkway, Suite 120
New Albany, OH 43054
bebbing@newalbanycompany.com
miams@newalbanycompany.com

To City:

City of Johnstown
c/o City Manager
599 W. Main Street
Johnstown, Ohio 43031
sstaneart@johnstownohio.org

With a copy to:
Frost Brown Todd LLP
10 West Broad Street, Suite 2300
Columbus, Ohio 43215:
Attention: Yazan S. Ashrawi
yashrawi@fbtlaw.com

To Board:

Any party may change its address for receiving notices and reports by giving written notice of such change to the other Party.

21. Default and Remedies: Except as otherwise provided in this Agreement, in the event of any default in or breach of this Agreement, or any of its terms or conditions, by any Party, such Party will, upon written notice from either of the others, proceed promptly to cure or remedy such default or

breach, and, in any event, within 30 days after receipt of such notice. In the event such default or breach is of such nature that it cannot be cured or remedied within that 30 day period, then the Party will upon written notice from another commence its actions to cure or remedy the breach within the 30 day period, and proceed diligently thereafter to cure or remedy the breach. In case such action is not taken or not diligently pursued, or the default or breach is not cured or remedied within a reasonable time, the aggrieved Party(ies) may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to, proceedings to compel specific performance by the Party in default or breach of its obligations. The Parties each have the right to institute such actions or proceedings as it may deem desirable for effectuating the purposes of, and its remedies under, this Agreement; provided, that any delay by a Party in instituting or prosecuting any such actions or proceedings or otherwise asserting its rights under this Agreement does not operate as a waiver of such rights or to deprive it of or limit such right in any way (it being the intent of this provision that no Party should be constrained, so as to avoid the risk of being deprived of or limited in the exercise of the remedy provided in this Agreement because of concepts of waiver, laches, or otherwise, to exercise such remedy at a time when it may still hope otherwise to resolve the problems created by the default involved); nor does any waiver in fact made by a Party with respect to any specific default by the other Parties under this Agreement be considered or treated as a waiver of the rights of such Party with respect to any other defaults by the other Parties to this Agreement or with respect to the particular default except to the extent specifically waived in writing.

22. Entire Agreement: This Agreement constitutes the entire understanding of the Parties hereto with respect to the subject matter hereof and supersedes all prior negotiations, discussions, undertakings, and agreements between the parties. All or some of the Parties may enter into any additional agreements as may be necessary or desirable from time-to-time in furtherance of the purposes and objectives of this Agreement.

23. Expansion of Properties. City and Developer agree that, should Developer or any of its affiliated business entities acquire additional real property outside of the “Properties” as such term is defined on the Effective Date (the “Additional Parcels”), and should the TIF District be expanded to cover the Additional Parcels or should a new tax increment financing district be created to cover the Additional Parcels, then such Additional Parcels automatically shall be subject to this Agreement and all Service Payments collected from that real property shall be collected and disbursed as if the Additional Parcels were included in the original executed version of the Agreement. City, Developer, and the Board agree that should Developer and/or any of its affiliated business entities acquire Additional Parcels, and should the Additional Parcels be added to the NCA District or another new community authority district, then the Additional Parcels automatically shall be subject to this Agreement and all NCA Charges collected from that real property shall be collected and disbursed as if the Additional Parcels were included in the original executed version of the Agreement. Notwithstanding the foregoing, City and Developer may also agree, by and through a formal amendment of this Agreement, to make other real property subject to the terms of this Agreement which do not meet the definition of the term “Additional Parcels”.

[Signature page and exhibits follow]

IN WITNESS WHEREOF, each of the Parties hereto has caused this Agreement to be executed on its behalf by its duly authorized representative as of the dates written below.

CITY OF JOHNSTOWN, OHIO

By: _____
Johnstown City Manager

Date: _____

APPROVED AS TO FORM:

By: _____
Yazan Ashrawi, City Attorney

THE JOHNSTOWN LAND COMPANY II LLC

By: _____
William G. Ebbing, President

Date: _____

**THE JOHNSTOWN NEW COMMUNITY
AUTHORITY**

By: _____

Print Name: _____

Title: _____

Date: _____

Depiction of the Properties

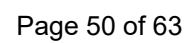


EXHIBIT B

List of Parcels Contained Within the Properties (as existing on the Effective Date)

Licking County Auditor Parcel Numbers:

<u>053-174144-00.000</u>	<u>053-176178-00.000</u>	<u>053-172752-00.00</u>
<u>052-172740-00.000</u>	<u>052-176250-00.000</u>	<u>053-173022-00.000</u>

JOHNSTOWN INFRASTRUCTURE DEVELOPMENT AGREEMENT EXHIBIT
Johnstown, Ohio

THE NEW ALBANY COMPANY
Date: March 30, 2026

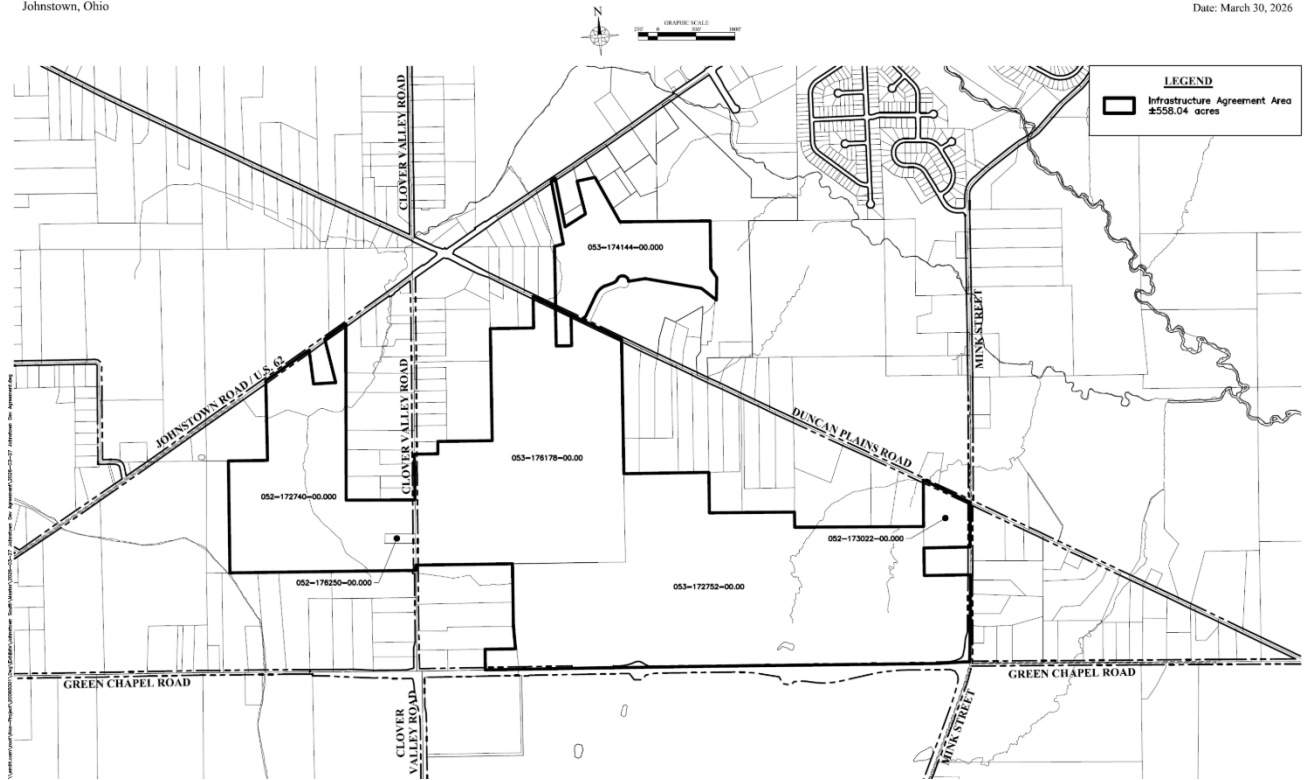


EXHIBIT C

Water Infrastructure and Sanitary Sewer Infrastructure Plan

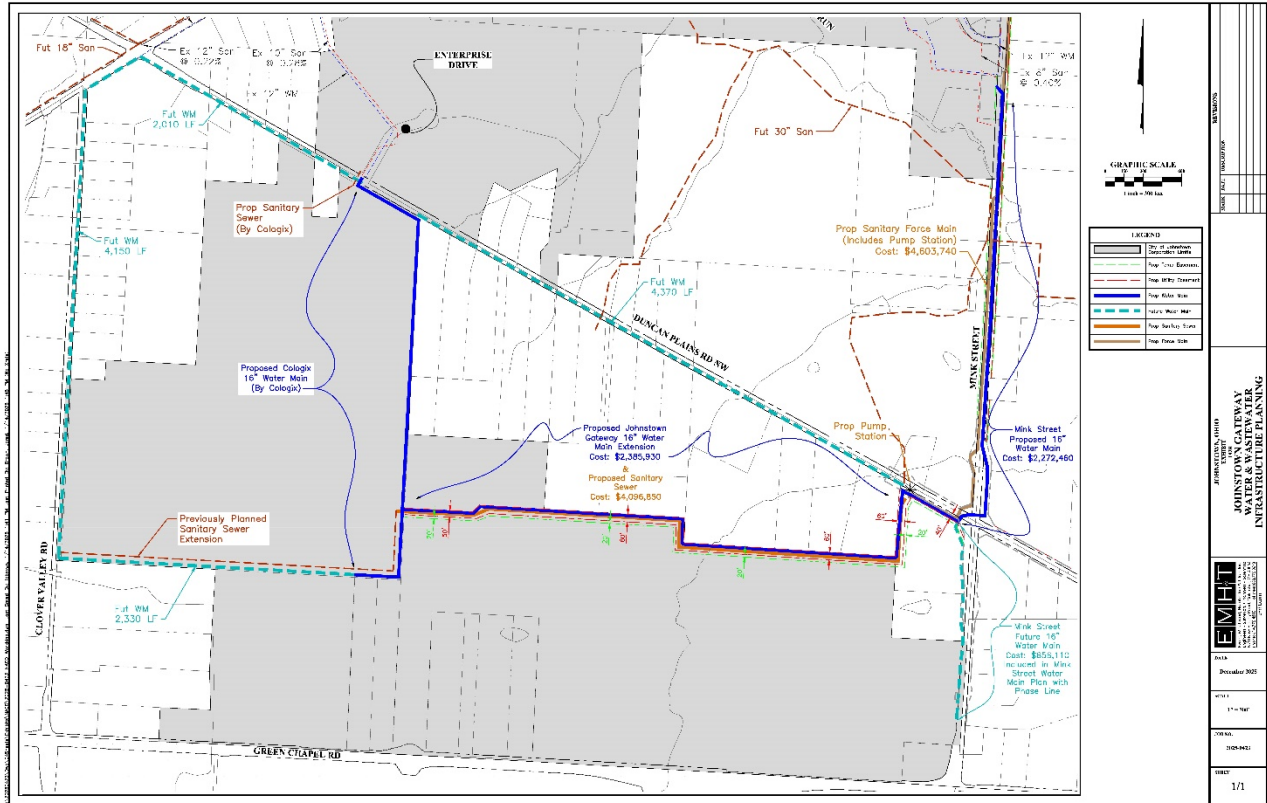


EXHIBIT D

Estimated Construction Cost Summary

SUMMARY	Estimated Costs Eligible for Reimbursement
SOFT COSTS (Design/Engineering & Permitting)	\$1,650,000
COLOGIX WATER LINE	\$520,000
MINK STREET 16" WATER MAIN EXTENSION	\$2,898,560
16" WATER MAIN EXTENTION THROUGH PD	\$2,385,930
SANITARY SEWER IMPROVEMENTS	\$8,574,885
WATER & SANITARY FOR JOHNSTOWN WEST OF CLOVER VALLEY	\$4,500,000
TOTAL	\$20,529,375

0130654.0623330 4912-6229-3191v3



RESOLUTION 2026-38

**RESOLUTION TO APPROVE EMPLOYMENT AGREEMENT
AND TO APPOINT TERRY EMERY AS CITY MANAGER**

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

WHEREAS, City Council has conducted a search and application process and finds it in the best interest of the City to appoint Terry Emery as the City Manager effective September 8, 2026, under the terms of the Employment Agreement attached hereto as **Exhibit A**;

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

Section 1. City Council hereby approves and authorizes the Employment Agreement with Terry Emery attached hereto as **Exhibit A**; and

Section 2. City Council hereby appoints Terry Emery as the City Manager effective September 8, 2026, subject to and upon his execution of the Employment Agreement; and

Section 3. City Council authorizes and directs the Mayor to sign the Employment Agreement on behalf of Council and, upon full execution of the same, file it with the applicable personnel file and provide a copy to the Fiscal Officer; and

Section 4. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council and that meetings of any of its committees that resulted from such formal action were meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code and the Charter of the CITY OF JOHNSTOWN.

Date of Introduction/Public Hearing/Vote: August 18, 2026

By: _____

Mayor Tiffany Hollis

ATTEST TO:

APPROVED AS TO FORM:

Teresa Monroe, Clerk of Council

Yazan Ashrawi, Law Director

EMPLOYMENT AGREEMENT CITY MANAGER

This Employment Agreement is made and entered into this ____ day of _____, 2026 by and between the City of Johnstown, an Ohio municipal corporation, acting by and through its City Council, hereinafter referred to as "CITY," and Terry Emery, hereinafter referred to as "EMERY", to set forth certain terms and conditions of his employment with the CITY.

WHEREAS, the CITY is an Ohio municipal corporation organized and operating as a council/manager form of government under its Charter and pursuant to its home-rule authority conferred by Article XVIII of the Ohio Constitution; and

WHEREAS, the CITY Council is authorized to appoint and remove its CITY Manager and to fix the terms and conditions of the CITY Manager's employment; and

WHEREAS, pursuant to CITY Charter, the CITY Manager is appointed by, and serves at the pleasure of, the CITY Council; and

WHEREAS, the CITY Council desires to employ the services of EMERY as its City Manager on the terms and conditions herein specified and as provided by its Charter; and

WHEREAS, EMERY desires to perform said services for the CITY pursuant to the terms and conditions herein set forth;

NOW, THEREFORE, in consideration of their mutual promises, commitments and consideration stated herein, the parties agree as follows:

1. EMPLOYMENT

1.1 Date of Hire. The CITY hereby agrees to employ EMERY as its full-time, unclassified City Manager commencing September 8, 2026, hereinafter the DATE OF HIRE, and EMERY accepts such employment under the terms stated herein.

1.2 Term. It is understood that the CITY Manager is appointed by the CITY Council for an indefinite time and may be removed by a majority vote of its members, and subject to the terms of this Agreement and the CITY Charter which is then in effect.

2. COMPENSATION

2.1 Salary. CITY agrees to pay EMERY an annual equivalent base salary of one hundred seventy thousand dollars, \$170,000.00, commencing on his DATE OF HIRE. Such salary shall be paid on a salaried basis, subject to all applicable taxes and withholdings, and paid in installments at the same time as other CITY employees are paid. EMERY will enroll in the Ohio Public Employees Retirement System (OPERS). Salary increases shall be at the discretion of CITY Council.

2.2 FLSA Exemption. EMERY and the CITY agree that EMERY's employment is in an executive and administrative capacity by the CITY and is exempt from overtime pay requirements under the Fair Labor Standards Act, 29 U.S.C. § 213, and other applicable sections, as may be amended, and corresponding Ohio law.

2.3 Benefits. CITY agrees to provide EMERY the following benefits.

a. **Paid Vacation Leave.** EMERY will accrue, and may use, paid vacation leave in accordance with the CITY's policies as applicable to unclassified, non-bargaining unit employees. EMERY will receive credit for his prior service with another municipal corporation in the State of Ohio for purpose of computing the amount of his vacation leave eligibility under CITY policy. O.R.C. § 9.44.

b. **Sick Leave.** Upon his DATE OF HIRE and proof of his accrued, unused sick leave balance with prior employment with another Ohio public agency, provided his employment was within the last ten (10) years immediately preceding his DATE OF HIRE and provided he did not cash out all or a portion of such unused sick leave upon retirement, EMERY will be credited with the unused balance of his accumulated, unused sick leave from prior public service in another Ohio public agency. O.R.C. § 124.39(A)(1).

c. **Vehicle Allowance.** EMERY shall receive a vehicle allowance payment equal to \$400/month, subject to adjustment as from time to time determined by CITY Council.

d. **Insurance.** EMERY will be eligible to participate in the CITY's health, vision, dental, life and AD&D insurance plans under the same terms as all other full-time, non-union employees.

e. **Professional Development.** CITY will budget and allocate sufficient funds to pay for the reasonable expenses of EMERY'S necessary travel expenses to represent CITY at an annually-scheduled Ohio City/County Managers Association conference, at the annual Ohio Municipal League convention and conference, at the annual International City/County Management Association Conference, and for such other official meetings and/or travel as CITY Council determines are reasonably necessary for the professional advancement of EMERY as a CITY Manager, and as are necessary for the conduct of the CITY's business. In addition, CITY will provide EMERY necessary travel reimbursement for one additional professional development opportunity during the term of this contract.

f. **Other Benefits.** EMERY shall be eligible for other CITY benefits in accordance with the CITY's policy applicable to his position, as those policies may from time-to-time be amended by CITY Council.

g. **Lawful Appropriation.** All salary, benefits, and other compensation payable hereunder are expressly subject to lawful appropriation by the CITY Council and to applicable fiscal limitations, and the CITY shall have no obligation to make any payment except from funds duly appropriated and lawfully available therefor, in accordance with the applicable appropriations and fiscal certifications.

3. QUALIFICATIONS & DUTIES

3.1 Qualifications. EMERY shall at all times maintain the qualifications and prerequisites for employment as the CITY Manager as specified in the CITY Charter, Ordinances, Resolution and policies, as may from time-to-time be amended, as well as applicable provisions of the Ohio Revised Code, and shall remain appropriately bonded and insurable for his position. The parties waive any requirement for EMERY to become a resident of the CITY within six months per CITY Charter Section 5.01.

3.2 Duties. EMERY shall fulfill the powers and duties of the CITY Manager in accordance with the CITY Charter and as otherwise directed by CITY Council. Without limiting the foregoing, EMERY shall faithfully execute and enforce the policies, ordinances, and resolutions adopted by the CITY Council; shall supervise and direct the several departments, offices, and employees of the CITY; shall prepare and submit the annual operating budget to the CITY Council for its consideration and appropriation; shall keep the CITY Council fully advised as to the operational and financial condition and needs of the CITY; and shall perform such other duties as may be required by the CITY Charter, applicable law, or requests of the CITY Council. EMERY shall report to the CITY Council on the administration and operations of the CITY not less frequently than each regularly-scheduled CITY Council meeting or as otherwise directed, and shall be subject to periodic performance evaluations conducted by the CITY Council. While employed by the CITY, EMERY agrees to remain in the exclusive employment of the CITY. The term “exclusive” however, shall not be construed to prohibit occasional teaching, writing, speaking or consulting performed on his time off, even if outside compensation is provided for such services. Said activities must not present a conflict of interest.

4. TERMINATION AND SEVERANCE

4.1 Termination of Agreement. This Agreement shall terminate upon any of the following: 1) EMERY’S retirement, resignation, or death; 2) Termination FOR CAUSE; 3) Termination without cause; 4) Judicial order; or 5) Expiration of the term of the Agreement.

4.2 Notice of Retirement or Resignation. EMERY may retire or resign his employment with the CITY at any time. In such case EMERY shall give the CITY Council at least forty-five (45) calendar days advanced written notice of such retirement or resignation. If EMERY provides this notice, all accrued, unused vacation leave shall be paid to him on his final paycheck. If EMERY fails to give such notice, or is terminated for cause, all accrued, unused vacation leave will be forfeited.

4.3 Termination for CAUSE. The CITY Council may unilaterally terminate EMERY’s employment at any time for CAUSE, subject to the procedures specified in the Charter then in effect for the removal of the City Manager, with no severance pay obligation. CAUSE shall include: (i) the conviction or plea of nolo contendere of a felony; (ii) the conviction or plea of nolo contendere of a crime involving personal gain, dishonesty, or moral turpitude; (iii) dishonesty, insubordination or gross neglect of duty in the performance of duties; (iv) fraud,

embezzlement, misappropriation or unauthorized use of City funds, property or resources; (v) workplace violence or threats of workplace violence; (vi) unlawful discrimination or harassment; (vii) violation of Ohio's ethics laws (Ohio Rev. Code §§ 102.03, 2921.42-.43).

4.4 Termination Without Cause. The CITY Council may terminate EMERY for any lawful reasons whatsoever upon giving not less than ninety (90) calendar days' notice. In that event, EMERY will be eligible for severance pay as follows, as chosen by CITY Council:

a. The CITY Council will immediately terminate EMERY'S employment and pay EMERY the lump sum severance payment equivalent of twelve (12) weeks' salary, less applicable withholdings and taxes, within two (2) pay periods after EMERY'S separation date; or

b. The CITY Council will provide EMERY at least ninety (90) calendar day's notification that his employment will be terminated, in which event EMERY may elect to continue his employment as CITY Manager for all or a portion of this notice period, working under his then current salary and benefit levels.

5. OTHER TERMS AND CONDITIONS

5.1 Other Terms and Conditions. The CITY Council shall fix such other terms and conditions of employment as from time to time it may determine, provided such terms and conditions are not in conflict with the provisions of this Agreement.

5.2 Duty to Defend Employee. The CITY's duty to defend EMERY under the Ohio Political Subdivision Tort Liability Act, O.R.C. Chapter 2744, or the CITY Charter is not extinguished by the termination of this Agreement.

6. OTHER TERMS

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

6.2 Modification. This Agreement may not be amended or modified without the express written, signed agreement of both parties hereto.

6.3 Severability. If any provision of this Agreement, or the application thereof to any person or circumstance, is held invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, and each remaining provision shall be valid and enforceable to the fullest extent permitted by law.

6.4 Interpretation & Disputes. The parties agree that this Agreement was formed in Johnstown, Ohio. This Agreement is governed by the laws of the State of Ohio and any disputes between the parties as to this Agreement will be litigated in a Court of

competent jurisdiction in Licking County, Ohio. The rule of *contra proferentem* will not apply to any disputes between the parties, and no court may construe the contract against either party as a drafter. The headings and subheadings in this Agreement are used to orient the reader only and are not, themselves, substantive.

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

CITY OF JOHNSTOWN

By: _____
Tiffany Hollis, Mayor (date)

By: _____
Terry Emery (date)

APPROVED:

Yazan Ashwari, Law Director



ORDINANCE 15-2026

AN ORDINANCE TO AMEND THE JOHNSTOWN COMMUNITY REINVESTMENT AREA #4 TO ADD APPROXIMATELY 169.84 +/- ACRES TO THAT AREA

WHEREAS, the Council of the City of Johnstown, Ohio (the “City”) desires to pursue all reasonable and legitimate incentive measures to assist and encourage development in specific areas of the City that have not enjoyed sufficient reinvestment in new construction; and

WHEREAS, Council, by its Ordinance No. 28-2018 adopted September 4, 2018 and effective October 4, 2018, designated the Johnstown Community Reinvestment Area #4 (the “Original Johnstown CRA #4”), which enabled the City to offer in that Original Johnstown CRA #4 real property tax exemptions (i) of up to 100% for fifteen (15) years for the new construction of certain new structures for office, industrial and manufacturing uses, and (ii) up to 100% for twelve (12) years for the remodeling of certain existing structures for office, industrial and manufacturing uses, with that new construction or remodeling having a minimum real property investment of \$250,000 and the exemption level and length to be provided in a community reinvestment area (“CRA”) agreement negotiated and entered into with the City; and

WHEREAS, Council, by its Ordinance No. 14-2024 adopted and effective June 4, 2024, added contiguous area to the Original Johnstown CRA #4 totaling approximately 385.5 +/- acres (the “First Johnstown CRA #4 Expansion”); and

WHEREAS, Council, by its Ordinance No. 20-2024 adopted and effective August 20, 2024, added contiguous area to the Original Johnstown CRA #4 totaling approximately 9 +/- acres (the “Second Johnstown CRA #4 Expansion” and, together with the Original Johnstown CRA #4 and the First Johnstown CRA #4 Expansion, the “Current Johnstown CRA #4”); and

WHEREAS, the City desires to promote additional office, industrial and manufacturing development in additional areas contiguous to the Current Johnstown CRA #4, which contiguous area includes approximately 169.84 +/- acres and which is depicted on Exhibit A attached hereto (the “Third Johnstown CRA #4 Expansion”); and

WHEREAS, the City believes that additional office, industrial and manufacturing development in the Third Johnstown CRA #4 Expansion would encourage economic stability, maintain real property values, and generate new employment opportunities, and desires to designate the Third Johnstown CRA #4 Expansion as a community reinvestment area pursuant to O.R.C. Sections 3735.65 to 3735.70; and

WHEREAS, the facts and conditions relating to existing housing and commercial structures and undeveloped land in the Third Johnstown CRA #4 Expansion are that, among other things, there

is evidence of deterioration and lack of new construction, lack of repair or rehabilitation of structures in that Third Johnstown CRA #4 Expansion; and

WHEREAS, the construction of new office, industrial and manufacturing structures in the Third Johnstown CRA #4 Expansion constitutes a public purpose for which real property tax exemptions may be granted; and

WHEREAS, this Ordinance constitutes an emergency measure necessary to provide for the public peace, health, safety and welfare of the City and for the further reason that this Ordinance is required to be immediately effective in order to permit the immediate commencement of arrangements for new development in the Third Johnstown CRA #4 Expansion;

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

Section 1. Conditions in the Third Johnstown CRA #4 Expansion. This Council hereby finds that the Current Johnstown CRA #4 continues to be, and the Third Johnstown CRA #4 Expansion is, an area in which housing facilities or structures of historical significance are located and new development has not occurred and is discouraged as evidenced by the Housing Surveys for the Current Johnstown CRA #4 and the Third Johnstown CRA #4 Expansion now on file with the Clerk of Council and hereby adopted by this Council.

Section 2. Expansion of Current Johnstown CRA #4 to Include the Third Johnstown CRA #4 Expansion. This Council hereby redesignates the Johnstown Community Reinvestment Area #4 including the Current Johnstown CRA #4 area and the Third Johnstown CRA #4 Expansion as a community reinvestment area (collectively the “Johnstown Community Reinvestment Area #4”) in accordance with O.R.C. Section 3735.66. Only office, industrial and manufacturing structures (including those for and in support of data centers) consistent with the applicable zoning regulations within the Johnstown Community Reinvestment Area #4 will be eligible for the exemptions provided for in this Ordinance, and residential remodeling or new structures, including, but not limited to, multi-family apartment or condominium structures or remodeling thereof, shall not be eligible for the exemptions provided for herein.

Section 3. Tax Exemptions in the Third Johnstown CRA #4 Expansion. Office, industrial and manufacturing structures within the Johnstown Community Reinvestment Area #4 (as expanded by the Third Johnstown CRA #4 Expansion) shall be subject to real property tax exemptions as provided in City Ordinance No. 28-2018 adopted September 4, 2018, and effective October 4, 2018.

Section 4. Confirmation of Designation of Housing Officer, Housing Council and Tax Incentive Review Council. To administer and implement the provisions of this Ordinance, this Council hereby confirms (i) the prior designation of the Mayor as the Housing Officer for the Johnstown Community Reinvestment Area #4 as described in O.R.C. Sections 3735.65 to 3735.70, (ii) the prior creation of a Community Reinvestment Area Housing Council (the “Housing Council”) for the Johnstown Community Reinvestment Area #4, and (iii) the prior creation of the “Licking County Tax Incentive Review Council” (a “TIRO”) pursuant to O.R.C. Section 5709.85, all of which shall apply to the Third Johnstown CRA #4 Expansion. The Mayor or the City

Manager, or either one of them or the designee of either one of them, are hereby individually authorized to give any and all notices on behalf of this Council that may be required by law, including, without limitation, those notices required by O.R.C. Sections 3735.671, 3537.673 and 5709.83, in connection with the consideration, approval or entering into of any agreements under O.R.C. Section 3735.671.

Section 5. Filing with the State of Ohio Director of Development. The Housing Officer, or the Housing Officer's designee, is hereby authorized and directed, on behalf of the City, to file this Ordinance with the State Director of Development in accordance with O.R.C. Section 3735.66.

Section 6. Publication. The Council hereby directs the Clerk of Council to publish this Ordinance in a newspaper of general circulation once a week for two consecutive weeks or as provided in O.R.C. Section 7.16, immediately following its adoption, pursuant to O.R.C. Section 3735.66.

Section 7. Open Meeting. The Council hereby finds and determines that all formal actions relative to the passage of this Ordinance were taken in an open meeting of this Council and any of its committees and that all deliberations of this Council and of its committees that resulted in formal action were taken in meetings open to the public in full compliance with the applicable legal requirements, including O.R.C. Section 121.22.

Date of Introduction: August 18, 2026

Public Hearing/Vote: September 1, 2026

Effective Date:

By: _____

Mayor Tiffany Hollis

ATTEST TO:

APPROVED AS TO FORM:

Teresa Monroe, Clerk of Council

Yazan Ashrawi, Law Director

PARCEL MAP

