

CITY OF JOHNSTOWN,
CAMBRIA COUNTY, PENNSYLVANIA
RESOLUTION NO. 10198

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOHNSOWN, CAMBRIA COUNTY, PENNSYLVANIA AUTHORIZING THE CITY MANAGER TO INITIATE THE TRANSFER OF FUNDS TO ELIMINATE THE RESPECTIVE 2018 CITY OF JOHNSTOWN OPERATING BUDGET DEFICIT BALANCES, AND MORE SPECIFICALLY, BUDGET EXHIBIT (A) AS ATTACHED HEREIN:

ADOPTED:

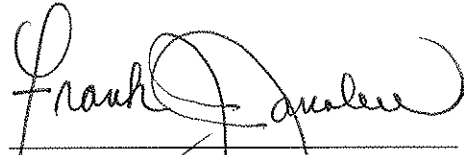
August 14, 2019

By the following vote:

Yeas: Mr. Britt, Mayor Janakovic, Mrs. Mock, Mr. Vitovich. (4)

Nays: Rev King. (1)

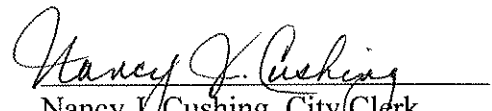
Not present: Mrs. Stanton, Mr. Williams. (2)



Frank J. Janakovic, Mayor
Marie Mock, Deputy Mayor

ATTET:

I do hereby certify that the foregoing is a true and correct copy of Resolution No. **10198** as the same adopted by the City Council of the City of Johnstown, Pennsylvania.



Nancy J. Cushing, City Clerk

12/31/2018 End of Year -- Resolution						Adjusted
Fund	Fund Dept.	Line Item	Transfer to Line Item	Transfer from Line Item	Amount	Budget Balance
General	Non-Dept.	Prof Services	01,405,31,049.00	01,401,19,009.00	31,500	-17,788
General	Non-Dept.	Prof Services	01,405,31,049.00	01,403,43,114.00	17,788	0
General	Emerg Mgt.	Telephone	01,415,32,012.00	01,412,46,066.00	100	13
General	PW - Bldgs/Gr	Electric	01,441,36,080.00	01,400,34,013.00	3,100	6
General	PW - Bldgs/Gr	Other Prop Maintenance	01,441,37,073.00	01,401,14,000.00	4,800	32
General	PW - Bldgs/Gr	Equip Maintenance	01,441,37,109.00	01,401,19,002.00	3,100	23
General	Comm Devel	Salaries & Wages	01,460,14,000.00	01,402,19,417.00	13,000	143
General	Comm Devel	Workers Comp	01,460,19,003.00	01,458,36,080.00	8	0
General	Comm Devel	Dental Insurance	01,460,19,006.00	01,458,36,077.00	400	23
General	Comm Devel	FICA	01,460,19,007.00	01,458,19,003.00	400	6
General	Comm Devel	Prof Services	01,460,31,000.00	01,402,14,000.00	11,500	-22,290
General	Comm Devel	Prof Services	01,460,31,000.00	01,402,19,009.00	11,500	-10,790
General	Comm Devel	Prof Services	01,460,31,000.00	01,402,21,014.00	8,000	-2,790
General	Comm Devel	Prof Services	01,460,31,000.00	01,402,23,000.00	3,000	210
General	Comm Devel	Rep/Maint Services	01,460,37,072.00	01,458,28,016.00	305	1
General	Comm Devel	Equip Lease	01,460,74,029.00	01,458,18,027.00	734	0
General	Transfer To	Pension	01,492,40,000.00	01,489,11,135.00	212,000	512
Sewer	Sanitation	Non-Eligible related Paving	24,431,02,341.01	24,429,31,4174.00	23,598	0

CITY OF JOHNSTOWN, PENNSYLVANIA

RESOLUTION NO. 10199

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOHNSTOWN, CAMBRIA COUNTY, PENNSYLVANIA AUTHORIZING THE CITY MANAGER TO SIGN ALL DOCUMENTS NECESSARY TO EXECUTE AN AGREEMENT WITH GIBSON THOMAS ENGINEERING TO PROVIDE SPECIAL ENGINEERING SERVICES TO THE CITY OF JOHNSTOWN AS REQUIRED EFFECTIVE JUNE 12, 2019

WHEREAS, the City of Johnstown has requested a search for and request for proposals for Special Engineering Services; and

WHEREAS, said search has resulted in recommendation by City Manager for Special Engineering Services; and

WHEREAS, the City of Johnstown wishes to appoint Gibson Thomas Engineering for Special Engineering Services for the City in order to ensure Professional Engineering services for matters as the City requires from time to time.; and

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Johnstown hereby appoints Gibson Thomas Engineering to provide special engineering services as required, effective June 12, 2019.

ADOPTED: August 14, 2019

By the following Vote:

Yeas: Mr. Britt, Mayor Janakovic, Rev. King, Mrs. Mock (4)

Nays: Mr. Vitovich. (1)

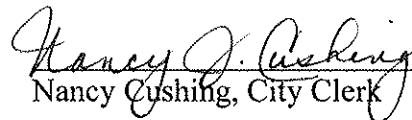
Not Present: Mrs. Stanton, Mr. Williams. (2)



Frank J. Janakovic, Mayor
Marie Mock, Deputy Mayor

ATTEST:

I do hereby certify that the foregoing is a true and correct copy of Resolution No. **10199** as the same by the City Council of the City of Johnstown, Pennsylvania.



Nancy Cushing, City Clerk

ENGINEERING AGREEMENT

CITY OF JOHNSTOWN

CITY CONSULTING ENGINEER

THIS AGREEMENT made with an effective date of this ____ day of _____ 2019, by and between the City of Johnstown, a municipal corporation having as its principal address 401 Main Street, Johnstown, PA 15901, (hereafter "CITY"),

AND

GIBSON-THOMAS ENGINEERING CO., INC., a Pennsylvania corporation, having as its principal address, 1004 Ligonier Street, Latrobe, PA, 15650, (hereafter "ENGINEER").

WHEREAS CITY desires to employ the ENGINEER for the purposes and the considerations set forth below, and the ENGINEER desires to accept such employment on said terms and conditions.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and intending to be legally bound hereby, CITY and ENGINEER do hereby agree as follows:

I. **SURVEY, PLANNING, PERMITTING, PRELIMINARY DESIGN AND FINAL DESIGN – NOT APPLICABLE TO THIS CONTRACT**

II. **INSPECTION / CONSTRUCTION MANAGEMENT**

ENGINEER shall provide contract administration, resident construction inspection, and start-up services during the construction phase of the SERVICES.

2.01 The ENGINEER will render to the CITY for such services, an invoice once each month, for compensation for such services performed hereunder during such period. The cost of these services are an estimated amount and are listed herein. In the event the scope or quantity of services are less or greater than anticipated, the parties shall by written agreement as set forth in Section 6.05 alter the anticipated services and corresponding remuneration using the attached rate schedule, using the rates relative to the category used to supply services. Inspection of laterals are additional services and will be compensated at the hourly rate of the inspector using the attached rate schedule. The resident construction inspectors shall maintain a daily diary to record all activities related to the SERVICES including but not limited to observing the contractors work, weather, work progress and problems or potential problems, to be reported to the ENGINEER.

<u>Project</u>	<u>Inspection</u>
Kernville	\$95,000
Fairfield Ave.	\$195,000
Old Conemaugh	\$293,000
Business District	\$293,000
Miscellaneous	\$225,000

III. GENERAL

- 3.01 All services resulting from significant changes in the general scope of SERVICES or its design, whether more or less, including but not limited to, changes in size, complexity, CONTRACTORS' schedules, character of construction and the revision of previously accepted studies, reports, design documents or the CONTRACT DOCUMENTS that are due to causes beyond ENGINEER'S reasonable control shall be considered in determining remuneration due ENGINEER using the attached rate schedule, using the rates relative to the category used to supply services.

IV. CITY'S RESPONSIBILITIES

CITY shall:

- 4.01 Provide ENGINEER with full information as to its requirements for SERVICES that it has in its possession.
- 4.02 Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER, obtain the advice of legal counsel, insurance counselor and such other consultants as it deems appropriate for such examination and render any decisions which are required by it and pertaining thereto, in writing, to ENGINEER, all within a reasonable time.
- 4.03 Give prompt written notice to ENGINEER if CITY observes or otherwise becomes aware of any defect in the work being done on projects.
- 4.04 Be responsible for all costs incidental to compliance by CITY with the requirements of this Section.

V. COMPENSATION OF ENGINEER

- 5.04 CITY shall pay ENGINEER for services rendered to comply with Section 2, above as services are completed and billed at the percentage completed.

VI. GENERAL CONDITIONS

6.01 Non-Discrimination

ENGINEER shall not discriminate against any employee, agent, or other person in its performance of this Agreement because of race, color, sex, religious creed, ancestry, age or national origin and CITY shall have the right to terminate this Agreement upon receipt of evidence of such discrimination.

6.02 Insurance

ENGINEER shall maintain all such policies of insurance as are necessary and as approved by CITY to protect CITY from any claims under the Workers' Compensation Act, Occupational Disease Act as well as all claims for property damage, bodily injury and/or death made by any third persons, any of which may arise as a result of its performance under this Agreement, and to furnish proof of such insurance to CITY upon request. The CITY shall be named as an additional insured on ENGINEER'S policies of insurance.

6.03 Arbitration

In the event of any dispute between ENGINEER and CITY arising out of this Agreement, the scope of services, the type of work, the compensation due or any other issue hereunder, such dispute shall be arbitrated in accordance with the Pennsylvania Uniform Arbitration Act Subchapter B. The locale of any hearing shall be in Greensburg, Pennsylvania.

6.04 Termination of Engineer for Cause

Should the ENGINEER fail to fulfill its obligations under this Agreement in a timely and proper manner or should it violate any of the covenants, terms, conditions or stipulations of this Agreement, CITY shall have the right to terminate this Agreement by giving ENGINEER 10 days written notice of such termination prior to its effective date. In the event of such termination, all finished or unfinished documents, data, studies, reports and all other material prepared by ENGINEER under this AGREEMENT shall be delivered to CITY and become its property, ENGINEER to be entitled to receive fair and equitable compensation for its work in creating same.

6.05 Changes

ENGINEER and CITY may, from time to time, request changes in the scope of the services of ENGINEER which are to be performed under this Agreement. Such changes, including increases or decreases in the amount of ENGINEER's compensation shall, following the mutual agreement of CITY and ENGINEER, be written and incorporated, by amendment, into and made part of this Agreement.

6.06 Compliance with Applicable Laws

ENGINEER shall comply with all applicable laws, ordinances and the codes of the Federal, state and local governments and shall commit no trespass on any public or private property in performance of any of its work required under this Agreement.

6.07 It is understood and agreed that ENGINEER is an independent contractor and it shall not, under any circumstances, be considered as an agent or employee of CITY and shall have no power or CITY to bind the CITY except to the extent expressly stated herein.

VII. ADDITIONAL SERVICES AS NEEDED – NOT APPLICABLE TO THIS CONTRACT

IN WITNESS WHEREOF, and intended to be legally bound hereby, the parties hereto have executed this Agreement, each as of the date set forth opposite their respective signatures.

(SEAL)

CITY OF JOHNSTOWN

George Hayfield 9/19/19
George Hayfield, City Manager Date

ATTEST:

Nancy J. Casheng
9-19-19
Date

(SEAL)

GIBSON-THOMAS ENGINEERING CO., INC.

Edward F. Schmitt – Partner Date

ATTEST:

Date



Gibson-Thomas ENGINEERING

Corporate Office
1004 Ligonier St., PO Box 85
Latrobe, PA 15650
Phone: 724-539-8562
Fax: 724-539-3697
GTECorporate@gibson-thomas.com

2019 - FEES AND SCHEDULE OF CHARGES

- Design Work** - Billed on a lump sum, percentage of construction costs where applicable; or in the case of United States Environmental Protection Agency projects, Pennsylvania Department of Transportation, Pennsylvania Turnpike Commission, or other federal or state projects, work is billed on a fixed fee based on the estimated manhours for work multiplied by a multiplier for overhead and profit.
- Lump-Sum Per Diem Rates & Miscellaneous Work** - Billed for actual time expended based on personnel used.

	<u>Billing Rate Per Hour</u>
Principal Engineer	\$125.00
Project Manager	\$95.00 - \$115.00
Senior Project Engineer	\$85.00 - \$95.00
Project Engineer	\$60.00 - \$85.00
Permits Manager	\$95.00
Structural Engineer	\$120.00
Environmental Scientist	\$95.00
Senior Environmental Technician	\$85.00
Environmental Technician	\$60.00 - \$80.00
Senior Designer	\$85.00
Project Coordinator	\$60.00 - \$80.00
Designer I	\$75.00
Designer II	\$70.00
Designer III	\$60.00
GIS Manager	\$85.00
GIS Technician	\$80.00
GIS 2-Man Crew	\$150.00
GIS 3-Man Crew	\$225.00
Construction Manager	\$85.00
Inspector I	\$75.00
Inspector II	\$55.00 - \$75.00
Inspector III	\$50.00 - \$60.00
Inspector IV	\$45.00 - \$50.00
Developer Inspector	\$75.00
2-Man Survey Crew	\$117.00
3-Man Survey Crew	\$150.00
Contract Administrator	\$83.00
Secretary / Clerical	\$47.00
3rd Party Stormwater Review	\$100.00 - \$135.00
3rd Party Road Bonding	\$100.00 - \$135.00

- Associate Work, No Charge** - Work done is invoiced to Gibson-Thomas Engineering Co., Inc. Client is billed invoiced amount. Examples are specialized consultants, geological borings, art renderings, etc.
- Mileage** - Mileage is to be charged at the presently published IRS standard rate.

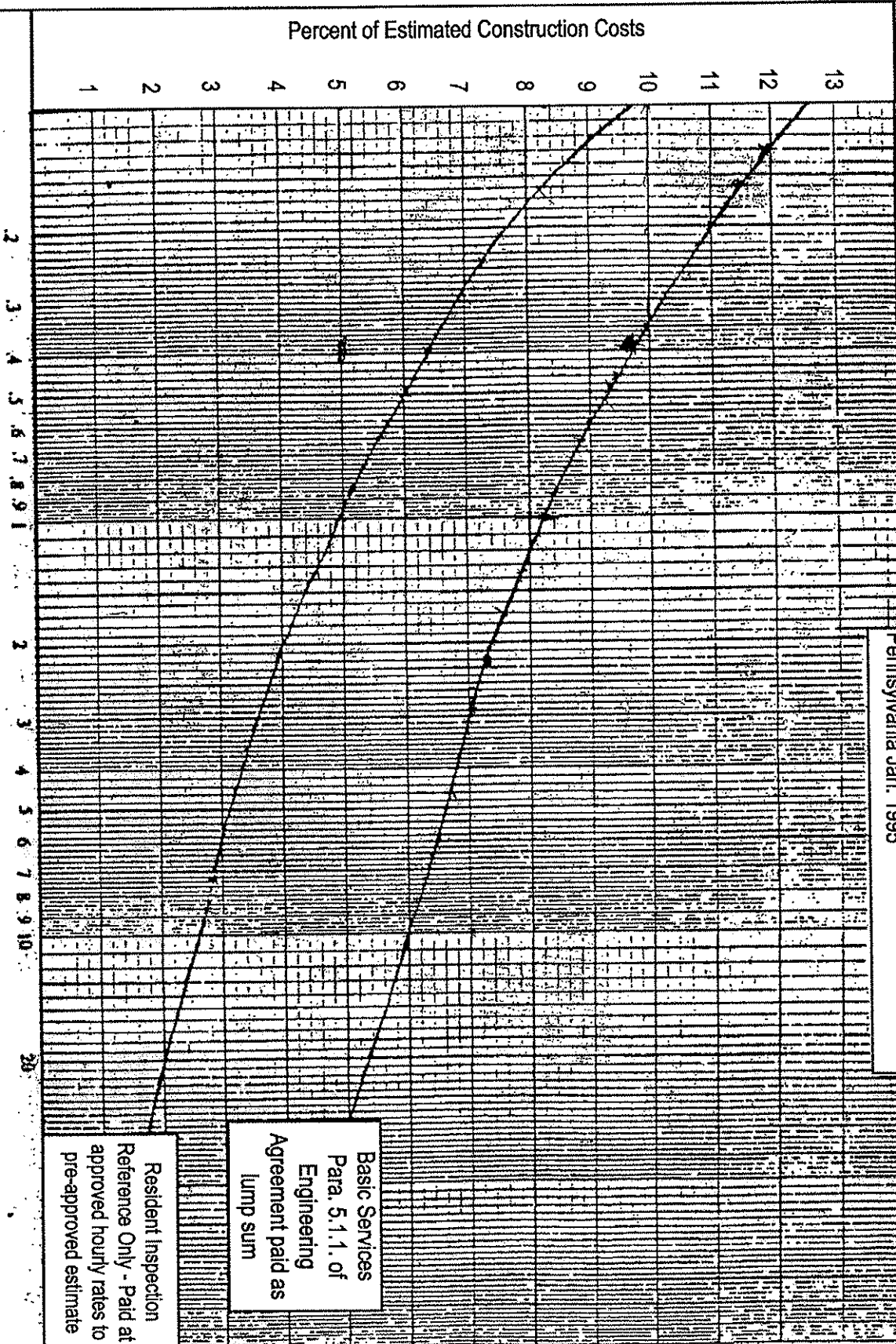
Please note: All work is subject to written authorization prior to initiation.

ESTABLISHED 1916

Fayette	Harrisburg	Indiana	Pittsburgh	Ft. Myers	Richmond
724-323-8020	717-612-9880	724-471-2246	724-935-8188	239-776-2908	804-672-4421

ENGINEERING FEE GUIDELINE

Pennsylvania Jan. 1995



Basic Services
Para. 5.1.1. of
Engineering
Agreement paid as
lump sum

Resident Inspection
Reference Only - Paid at
approved hourly rates to
pre-approved estimate

Total Construction Estimate in Millions - No Contingency

CITY OF JOHNSTOWN, PENNSYLVANIA
RESOLUTION NO. 10200

A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF JOHNSTOWN, CAMBRIA COUNTY, PENNSYLVANIA, ADOPTING A CITY OF JOHNSTOWN BANNER.

WHEREAS, the City of Johnstown has asked the community for assistance in developing design ideas for a city flag or city banner using meaningful symbolism.

WHEREAS, with the help of the community group You and Flood City and the community at large a design creation effort produced 38 proposals from which three were chosen and submitted to City Council for consideration.

WHEREAS, Council wishes to adopt as a city banner the design as presented by Jill Skowron-Gontkovic

WHEREAS, this banner design is as presented herein. The green represents the hills, trails, and outdoor recreation of Johnstown. The blue representing the rivers and water recreation. The three arches for the 3 major floods and the three rivers Stoney Creek, Conemaugh, and Little Conemaugh. The arches make up the stone bridge, a major landmark and symbol of Johnstown. The three yellow stars represent Iron, Coal, and Steel which are central to the City of Johnstown.

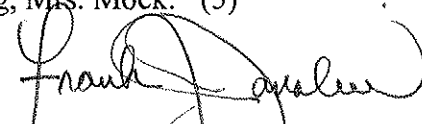
NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Johnstown, that the City of Johnstown hereby adopts this design as a City Banner, effective immediately.

ADOPTED: August 14, 2019

By the following Vote:

Yeas: Mr. Vitovich, Mr. Britt, Mayor Janakovic, Rev. King, Mrs. Mock. (5)

Nays: Mr. Williams, Mrs. Stanton. (2)



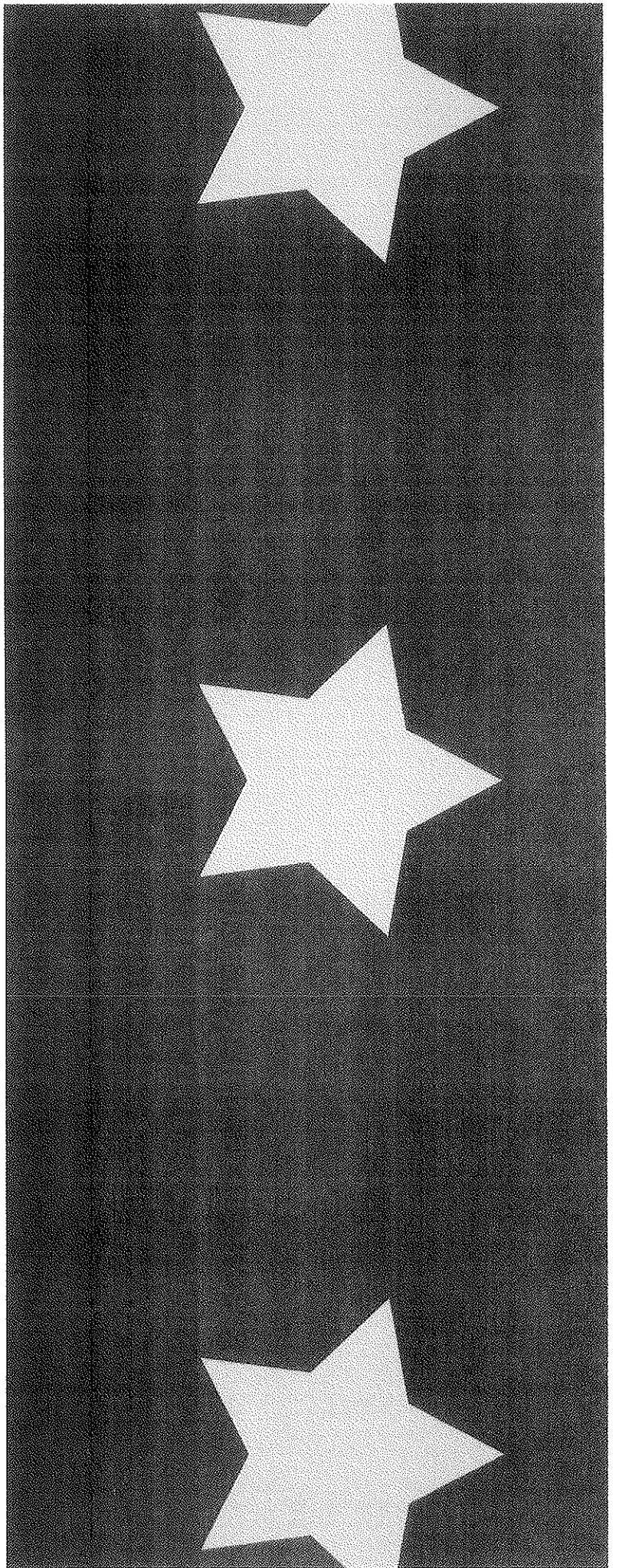
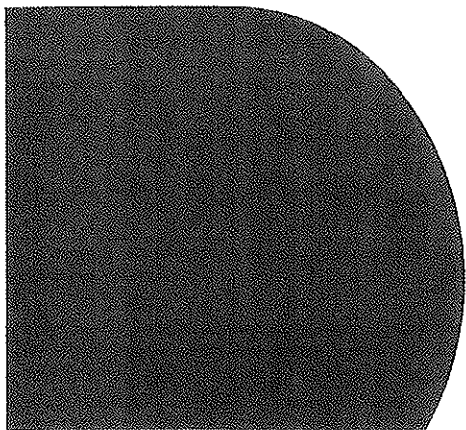
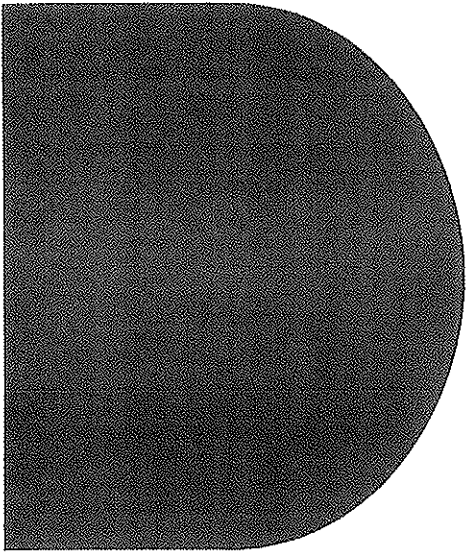
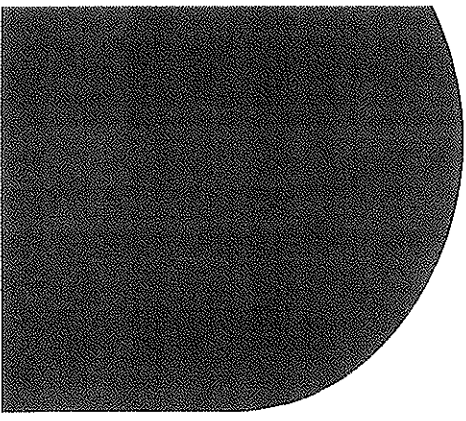
Frank J. Janakovic, Mayor
Marie Mock, Deputy Mayor

ATTEST:

I do hereby certify that the foregoing is a true and correct copy of Resolution No. 10200 as the same by the City Council of the City of Johnstown, Pennsylvania.



Nancy Cushing, City Clerk



**CITY OF JOHNSTOWN, PENNSYLVANIA
RESOLUTION NO. 10201**

Resolution in Support of Restore Pennsylvania, A \$4.5 billion Infrastructure Improvement Plan

WHEREAS, Pennsylvania must position its communities for success and position itself as a leader in the 21st century by investing in critical infrastructure needs that for too long have been neglected.

WHEREAS, To help build a better future for all Pennsylvanians, Restore Pennsylvania will invest \$4.5 billion over the next four-years in significant, high-impact projects throughout the commonwealth to help catapult Pennsylvania ahead of every state in the country in terms of technology, development, and infrastructure.

WHEREAS, Restore Pennsylvania will provide funding to bridge the digital divide, supporting the installation of infrastructure to bring high-speed internet to communities across the commonwealth and making Pennsylvania a better place to work, do business, and live.

WHEREAS, Restore Pennsylvania will provide funding to assist individuals who suffer severe weather-related losses and funding to help communities prepare for flooding and severe weather, upgrade flood walls and levees, replace high-hazard dams, and conduct stream restoration and maintenance.

WHEREAS, Restore Pennsylvania will address blight by providing financial resources to local communities to establish land banks and acquire and demolish blighted buildings in order to create new development opportunities or provide new green space.

WHEREAS, Restore Pennsylvania will fund expanded efforts to remove lead and other contaminants from communities.

WHEREAS, Restore Pennsylvania will enable new environmental projects and new recreational opportunities across the commonwealth, including infrastructure and maintenance in state parks, local water quality improvements on farms, and funding for new hiking, biking and trail projects.

WHEREAS, Restore Pennsylvania will help to build manufacturing facilities and other downstream businesses while helping businesses and individuals use more of Pennsylvania's natural gas in their homes, creating jobs, lowering costs, and improving energy efficiency.

WHEREAS, Restore Pennsylvania will provide funding for local road upgrades, create new flexible funding options for businesses that need local infrastructure upgrades to enable development projects, and multimodal and large-scale capital projects for transit;

WHEREAS, Restore Pennsylvania projects will be driven by local input about local needs, and projects will be evaluated through a competitive process to ensure that high-priority, high-impact projects are funded and needs across Pennsylvania are met; now therefore be it

RESOLVED, that the City of Johnstown hereby urges the Pennsylvania General Assembly to support Restore Pennsylvania.


ADOPTED:

August 14, 2019

By the following vote:

Yeas: Mr. Britt, Mayor Janakovic, Rev. King, Mrs. Mock, Mrs. Stanton, Mr. Vitovich. (6)

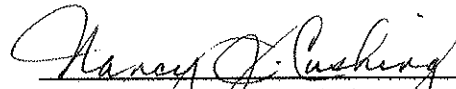
Nays: Mr. Williams. (1)



Frank J. Janakovic, Mayor
Marie Mock, Deputy Mayor

ATTEST:

I do hereby certify that the foregoing is a true and correct copy of Resolution No. **10201** as the same adopted by the City Council of the City of Johnstown, Pennsylvania.



Nancy J. Cushing, City Clerk

CITY OF JOHNSTOWN, PENNSYLVANIA

RESOLUTION NO. 10202

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOHNSTOWN, PENNSYLVANIA, AUTHORIZING AND DIRECTING THE CITY MANAGER TO SIGN A GRANT AGREEMENT FOR A PENNSYLVANIA HISTORICAL & MUSEUM COMMISSION KEYSTONE PRESERVATION PLANNING GRANT IN THE AMOUNT OF \$24,000.00 TO BE USED FOR PHASE II OF THE COMPREHENSIVE HISTORIC BUILDING SURVEY (THE "PROJECT") LOCATED IN THE CITY OF JOHNSTOWN, CAMBRIA COUNTY, PENNSYLVANIA AND FURTHER AUTHORIZING THE CITY MANAGER TO TAKE ANY/ALL ACTIONS NECESSARY TO EFFECTUATE SAME.

WHEREAS, the Pennsylvania Historical & Museum Commission (PHMC) of the Commonwealth of Pennsylvania makes available grants-in-aid for the comprehensive historic building survey; and

WHEREAS, the City Council of the City of Johnstown approved the grant application submittal on February 28, 2019; and

WHEREAS, the City of Johnstown is desirous of entering into Contract No. C980001464 for the Keystone Historic Preservation Planning Grant.

NOW, THEREFORE, BE IT RESOLVED, that the City Manager is hereby authorized and directed to sign a grant agreement for a Pennsylvania Department of Community and Economic Development grant, for twenty-four thousand dollars (\$24,000.00) for Contract No. C980001464 and further authorizing the City Manager to take any/all actions necessary to effectuate same.

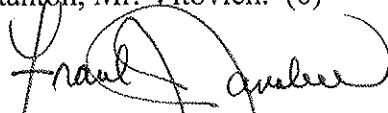
Adopted:

August 14, 2019

By the following votes:

Yeas: Mr. Britt, Mayor Janakovic, Rev. King, Mrs. Mock, Mrs. Stanton, Mr. Vitovich. (6)

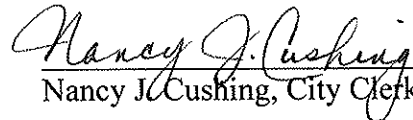
Nays: Mr. Williams. (1)



Frank J. Janakovic, Mayor
Marie Mock, Deputy Mayor

ATTEST:

I do hereby certify that the foregoing is a true and correct copy of Resolution No. 10202 as the same adopted by the City Council of the City of Johnstown, Pennsylvania.



Nancy J. Cushing, City Clerk

CITY OF JOHNSTOWN, PENNSYLVANIA

RESOLUTION NO. 10203

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOHNSTOWN, PENNSYLVANIA, AUTHORIZING THE FILING OF A GRANT REQUEST FOR \$75,000.00 FOR ACCESSABILITY IMPROVEMENTS WITH THE DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT (DCED), COMMONWEALTH OF PENNSYLVANIA.

WHEREAS, the Department of Community and Economic Development for the City of Johnstown is desirous of obtaining funds from the Department in the amount of \$75,000.00 to undertake accessibility improvements to housing units for people with permanent physical disabilities within the City of Johnstown; and

WHEREAS, the Department of Community and Economic Development for the City of Johnstown will assure the provision of the full local share of project costs; and

WHEREAS, the Department of Community and Economic Development for the City of Johnstown will reimburse the Commonwealth for the State's share of any expenditure found by DCED to be ineligible.

NOW THEREFORE, BE IT RESOLVED, that the City Manager of the City of Johnstown is directed to furnish a copy of the Resolution to the Department of Community and Economic Development.


ADOPTED:

August 14, 2019

By the following vote:

Yeas: Mayor Janakovic, Rev. King, Mrs. Mock, Mrs. Stanton, Mr. Vitovich, Mr. Williams, Mr. Britt.(7)

Nays: None (0)



Frank J. Janakovic, Mayor
Marie Mock, Deputy Mayor

ATTEST:

I do hereby certify that the foregoing is a true and correct copy of Resolution No. **10203** as the same adopted by the City Council of the City of Johnstown, Pennsylvania.



Nancy J. Cushing, City Clerk

CITY OF JOHNSTOWN, PENNSYLVANIA

RESOLUTION NO. 10204

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOHNSTOWN, PENNSYLVANIA, AUTHORIZING THE FILING OF A GRANT REQUEST FOR \$50,000.00 TO CONTINUE A FAÇADE IMPROVEMENT PROGRAM WITH THE DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT (DCED), COMMONWEALTH OF PENNSYLVANIA.

WHEREAS, the Department of Community and Economic Development for the City of Johnstown is desirous of obtaining funds from the Department in the amount of \$50,000.00 to continue a Façade Improvement Program designed to stimulate private investment in properties, foster an attractive environment, and preserve the historical and architectural heritage of the properties within the City of Johnstown; and

WHEREAS, the Department of Community and Economic Development for the City of Johnstown will assure the provision of the full local share of project costs through requirement of a dollar-for-dollar property owner match; and

WHEREAS, the Department of Community and Economic Development for the City of Johnstown will reimburse the Commonwealth for the State's share of any expenditure found by DCED to be ineligible.

NOW THEREFORE, BE IT RESOLVED, that the City Manager of the City of Johnstown is directed to furnish a copy of the Resolution to the Department of Community and Economic Development.

ADOPTED:

August 14, 2019

By the following vote:

Yeas: Rev. King, Mrs. Mock, Mr. Vitovich, Mr. Britt, Mayor Janakovic. (5)

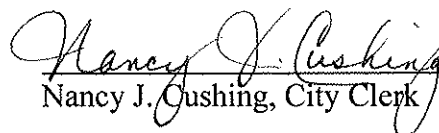
Nays: Mrs. Stanton, Mr. Williams. (2)



Frank J. Janakovic, Mayor
Marie Mock, Deputy Mayor

ATTEST:

I do hereby certify that the foregoing is a true and correct copy of Resolution No. 10204 as the same adopted by the City Council of the City of Johnstown, Pennsylvania.



Nancy J. Cushing, City Clerk

CITY OF JOHNSTOWN

RESOLUTION NO. 10205

**A RESOLUTION OF THE CITY OF JOHNSTOWN,
COUNTY OF CAMBRIA, COMMONWEALTH OF PENNSYLVANIA,
APPROVING THE TRANSFER OF RESTAURANT LIQUOR LICENSE NO. R-13994
INTO THE CITY OF JOHNSTOWN**

WHEREAS, Act 141 of 2000 ("the Act") authorizes the Pennsylvania Liquor Control Board to approve, in certain instances, the transfer of restaurant liquor licenses across municipal boundaries within the same county regardless of the quota limitations provided for in Section 461 of the Liquor Code if, as in the City of Johnstown, sales of liquor and malt or brewed beverages are legal in the municipality receiving the license; and

WHEREAS, the Act requires the applicant to obtain from the receiving municipality a resolution approving the inter-municipal transfer of the liquor license prior to an applicant's submission of an application to the Pennsylvania Liquor Control Board; and

WHEREAS, the Liquor Code stipulates that, prior to adoption of a resolution by the receiving municipality, at least one hearing be held for the purpose of permitting individuals residing within the municipality to make comments and recommendations regarding applicant's intent to transfer a liquor license into the receiving municipality; and

WHEREAS, an application for transfer filed under the Act must contain a copy of the resolution adopted by the municipality approving the transfer of a liquor license into the municipality.

NOW, THEREFORE, BE IT RESOLVED, that Sheetz, Inc. has requested the approval of the City of Johnstown for the proposed transfer of Pennsylvania restaurant liquor license no. R-13994, from Curtis Tavern, Inc., 46 Main Street, east Conemaugh, Cambria County, Pennsylvania to Sheetz, Inc. for restaurant facilities within the City of Johnstown to be located at 208 Haynes Street, Johnstown, Cambria County, Pennsylvania, 15901 with the understanding that said transfer must be approved at a later date by the Pennsylvania Liquor Control Board; and

BE IT FURTHER RESOLVED, that the City of Johnstown has held a properly advertised public hearing pursuant to the notice provisions of Section 102 of the Liquor Code to receive comments on the proposed liquor license transfer; and

BE IT FURTHER RESOLVED that the City of Johnstown approves, by adoption of this Resolution, the proposed inter-municipal transfer of restaurant liquor license no. R-13994 into the City of Johnstown by Sheetz, Inc. and

BE IT FURTHER RESOLVED that transfers, designations and assignments of licenses hereunder are subject to approval by the Pennsylvania Liquor Control Board.

Duly adopted this 14th day of August, 2019, by the City of Johnstown, Cambria County, Pennsylvania, in lawful session duly assembled.

ADOPTED:


August 14, 2019

By the following vote:

Yeas: Mr. Vitovich, Mr. Williams, Mr. Britt, Mayor Janakovic. (4)

Nays: Rev. King, Mrs. Stanton. (2)

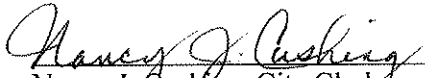
Abstain: Mrs. Mock. (1)



Frank J. Janakovic, Mayor
Marie Mock, Deputy Mayor

ATTEST:

I do hereby certify that the foregoing is a true and correct copy of Resolution No. **10205** as the same adopted by the City Council of the City of Johnstown, Pennsylvania.



Nancy J. Cushing, City Clerk

FINANCIAL ASSISTANCE RESOLUTION

CITY OF JOHNSTOWN RESOLUTION NO. 10206

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOHNSTOWN, CAMBRIA COUNTY AUTHORIZING THE CITY MANAGER TO EXECUTE APPLICATIONS, AGREEMENTS, AND ALL DOCUMENTS NECESSARY TO SECURE AID FOR THE CITY OF JOHNSTOWN FROM THE DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT FOR THE EVALUATION, MONETIZATION, AND DISPOSITION OF CITY CAPITAL ASSETS

WHEREAS the City of Johnstown was designated as a distressed municipality under authority of the Municipalities Financial Recovery Act on September 18, 1992; and

WHEREAS the City of Johnstown adopted their Act 47 Exit Plan on November 1, 2018; and

WHEREAS the City of Johnstown desires to make application for financial aid by way of loans, grants, and otherwise under and by authority of the Municipalities Financial Recovery Act, Act 47 of 1987,

WHEREAS a priority the Exit Plan strategy is to evaluate the City's capital assets in order to consider the monetization of such assets, and the costs of such valuation and disposition of assets is estimated and set forth in Appendix A to this Resolution; and

WHEREAS the Pennsylvania Department of Community and Economic Development makes available loans and grants-in-aid to such projects through the Municipalities Financial Recovery program for projects that implement adopted recovery plan strategies.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Johnstown is hereby authorized to make application for such a loan or grant under authority of the Municipalities Financial Recovery Act.

BE IT FURTHER RESOLVED that the proper officers of the City of Johnstown are hereby authorized on behalf of the City to execute applications, agreements, contracts or other documents necessary to apply for and to secure aid for the City of Johnstown from the Department of Community and Economic Development under and by authority of the Municipalities Financial Recovery Act.

ADOPTED:

August 14, 2019

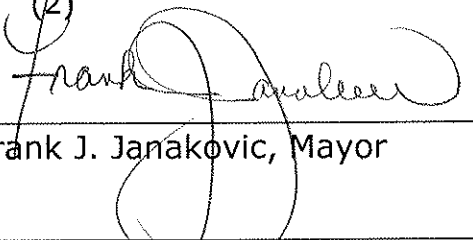
By the following vote:

Yeas: Mrs Mock, Mr. Vitovich, Mr. Britt, Mayor Janakovic, Rev. King. (5)

Nays: Mrs. Stanton, Mr. Williams. (2)



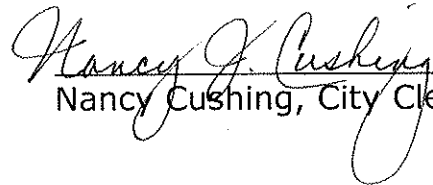
Frank J. Janakovic, Mayor



Marie Mock, Deputy Mayor

ATTEST:

I do hereby certify that the following is a true and correct copy of resolution No. **10206** as the same adopted by the City Council of the City of Johnstown, Pennsylvania.



Nancy Cushing, City Clerk

RESOLUTION NO. 10207

CITY OF JOHNSTOWN,
CAMBRIA COUNTY, PENNSYLVANIA

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOHNSTOWN, CAMBRIA COUNTY, PENNSYLVANIA AUTHORIZING THE CITY MANAGER TO SIGN ALL DOCUMENTS REQUIRED TO IMPLEMENT A LEASE AGREEMENT BETWEEN THE CITY OF JOHNSTOWN AND DQE COMMUNICATIONS INC. ON CITY REAL PROPERTY LOCATED ON FRANKLIN STREET (TAX MAP NO. 76-006.-1000.000) FOR THE SUM OF \$15,000.00.

WHEREAS, the City recognizes the public need being served by continued improvement of Fiber Optic services as proposed herein on said property requested by easement and right-of-way.

WHEREAS, said Right of Way Agreement and Easement as attached herein is in consideration of \$15,000.00 to the City of Johnstown.

WHEREAS, the City shall grant easement and right-of-way across City real property as shown on attached drawings with said easement conveyed to grantee as a non-exclusive easement to include the right of reasonable ingress and egress to and from said non exclusive easement for access to the premises.

WHEREAS, the easements and right-of-way shall be governed by Land Lease Agreement as proposed and attached herein.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Johnstown, hereby authorizes the City Manager to sign land easement agreement between the City of Johnstown and the DQE Communications Inc., as written and attached herein.

Adopted:

August 14, 2019

By the following votes:

YEAS: Mayor Janakovic, Rev. King, Mrs. Mock, Mrs. Stanton, Mr. Vitovich, Mr. Williams, Mr. Britt. (7)

NAYS: None (0)



Frank J. Janakovic, Mayor
Marie Mock, Deputy Mayor

ATTEST:

I do hereby certify that the foregoing is a true and correct copy of Ordinance No. 10207 as the same by the City Council of the City of Johnstown, Pennsylvania.



Nancy J. Cushing, City Clerk

Cushing, City Clerk

LAND EASEMENT AGREEMENT

This EASEMENT AGREEMENT, is made between City of Johnstown, a Pennsylvania State exempt government entity, having its principal place of business at 401 Main Street, Johnstown, PA 15901, hereinafter together with its successors and assigns called the "Grantor", and DQE Communications LLC, a Pennsylvania limited liability company, with its main office located at 424 South 27th Street, Suite 220, Pittsburgh, Pennsylvania 15203, hereinafter together with its successors and assigns called the "Grantee", does hereby give and grant unto the Grantee an easement and right of way as shown in Exhibit A on this 1st day of July, 2019 ("Effective Date"), upon the terms and conditions hereinafter set forth.

WITNESSETH:

WHEREAS, Grantor is the owner of the certain real property and improvements thereon situate in the District 76, on Franklin Street, City Of Johnstown, County Of Cambria, being designated as Parcel No. 76-006.-100.000, (415 x 25 parcel), parcel is exempt. (the "Premises").

WHEREAS, Grantee desires to provide fiber optic services through the Premises as shown on Exhibit A), District 76, on Franklin Street, City of Johnstown, Cambria County, Pennsylvania 15901.

NOW, THEREFORE, in consideration of the mutual covenants set forth in this permanent Land Easement Agreement, and for and in consideration of \$15,000.00 dollars paying Grantor one total installment and intending to be legally bound hereby, once DQE applies for all variances and permits from Government agencies to acquire all necessary signatures needed. If for some reason DQE does not get approved or hasn't obtained all necessary permits from these agencies, this agreement between Grantor and Grantee will become null and voided immediately and no payment will be made to Grantor. If and when approval and permits are obtained as mentioned, payment will be made to Grantor. Then and only will DQE and Grantor hereby covenant and agree as follows:

1. Recitals. The foregoing recital clauses are incorporated herein.
2. Grant of Right of Way and Easement. Grantor grants and conveys to Grantee a non-exclusive easement to include the right of reasonable ingress and egress to and from said non-exclusive easement for access to the Premises, for the purpose of installing, maintaining, repairing, operating, inspecting, replacing, and removing its fiber optic communications facilities and related underground equipment, including lines, conduits and cables, protective enclosures, ducts, handholds and junction boxes (the "Facilities and Equipment"), for the purpose of transmitting intelligence, including telecommunications, for the provision of fiber optic communications service. The Facilities and Equipment shall be placed in substantially the location(s) set forth on Exhibit A and made a part hereof. Together with these rights, GRANTEE, from time to time, may pass over, across, upon, within and through the Premises as may be reasonably necessary for any authorized purpose granted herein.
3. Use and Restrictions.
 - (a) Grantee shall comply with all applicable laws, rules and ordinances while on the Premises.
 - (b) Grantee shall keep the Facilities and Equipment in good order, repair and condition and promptly and adequately repair or replace all damage to the Premises caused by or resulting from the installation, operation, maintenance and use of the Facilities and Equipment, and upon removal restore

the Premises to the condition existing prior to Grantee's installation of its Facilities and Equipment, (ordinary wear and tear excepted).

4. Insurance. Grantee will maintain the following insurance coverage:

- (a) commercial general liability insurance with a combined single limit of \$1,000,000;
- (b) workers compensation insurance in statutory limits; and
- (c) all-risk extended coverage casualty and property damage insurance for Grantee's Facilities and Equipment.

5. Acknowledgement. Grantee acknowledges the existence of other utilities within said easement. In accordance therewith, grantee shall take every reasonable and necessary precaution to protect the facilities of other utilities so located whether presently existing or installed at a later date.

6. Indemnity. Each party (the "Indemnitor") agrees to indemnify, defend and hold the other party (the "Indemnitee") harmless from and against any and all losses, damages, claims, suits, actions, judgments, liabilities and expenses, including, reasonable attorneys' fees, arising out of, or with respect to any injury to, or death of, persons and/or any damage to, or destruction of, property, on or about the Property or Building and attributable to the negligence or willful misconduct of the Indemnitor, or its officers, employees, agents, contractors or invitees, provided however, that neither party shall indemnify, defend or hold the other party harmless for acts, omissions, or negligence of the other.

7. Assignment. The benefits and obligations under this Agreement will inure to the benefit of, and be binding upon the parties and their respective successors and assigns.

8. Notices. Any notice or other communication required or which may be given pursuant to this Agreement will be in writing and will be sent by certified mail, return receipt requested, hand delivery or by receipted overnight courier service and will be deemed delivered one (1) day after the date of mailing as follows:

If to Grantor:

City Of Johnstown
401 Main Street
Johnstown, PA 15901

And to Grantee: DQE Communications LLC
424 South 27th Street, Suite 220
Pittsburgh, PA 15203
Attn: Building Access Manager

With a copy to: DQE Communications LLC
424 South 27th Street, Suite 220
Pittsburgh, PA 15203
Attn: Legal Department

9. Paragraph Headings. Paragraph Headings are for convenience purposes only and are not binding or dispositive of the contents of any paragraph herein.

10. Entire Understanding. This Agreement is the entire understanding between the parties and supersedes any prior agreements or understandings whether oral or written.

11. Counterparts. This Easement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

12. Amendment. This Agreement may not be amended except by a written instrument executed by both parties.

13. Severability. If any provision of this Agreement is found to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Agreement will not be affected or impaired.

14. Governing Law. This Agreement will be governed by the laws of the Commonwealth of Pennsylvania.

[Remainder of page left blank intentionally. Signature page to follow.]

SIGNATURE PAGE TO RIGHT OF WAY AGREEMENT

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

WITNESS/ATTEST:

Nancy J. Cushing

GRANTOR: CITY OF JOHNSTOWN

By: George Hayfield

Name: George Hayfield

Title: City Manager

WITNESS/ATTEST:

GRANTEE: DQE COMMUNICATIONS LLC

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF [CAMBRIA])

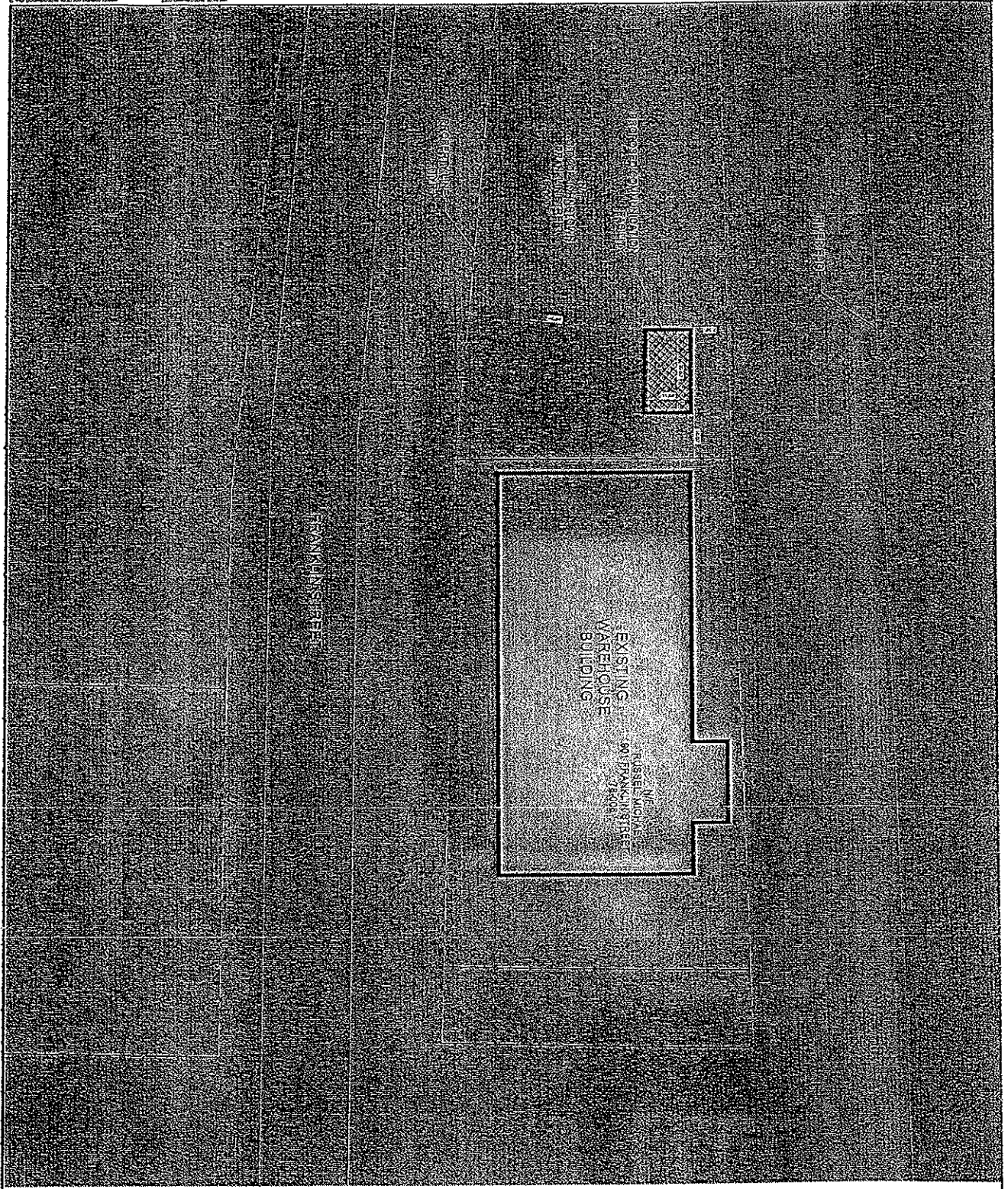
NOW, this 27 day of August, 2019, before me, a notary public in and for said County and Commonwealth, personally appeared George Hayfield, [Title, if applicable], City Manager, being authorized to do so, executed the foregoing Agreement for the purpose therein contained.

IN WITNESS WHEREOF, I have set my hand and official seal.

Jennifer Ann Burkhardt
Notary Public

Commonwealth of Pennsylvania - Notary Seal
Jennifer Ann Burkhardt, Notary Public
Cambria County
My commission expires August 25, 2022
Commission number 1339882
Member, Pennsylvania Association of Notaries

MY COMMISSION EXPIRES:



Know what's below.
Call before you dig.
811
Service No. 1

Project No. 1506-0001
 Date: 08/11/11
 Drawn by: J. Smith
 Checked by: J. Smith
 Title: SITE PLAN
 Scale: AS SHOWN
 Project Location: JOHNSTOWN, PA

DQE COMMUNICATIONS JOHNSTOWN
 DELAWARE AVE
 JOHNSTOWN, PA 15806
 PREPARED FOR:
DQE COMMUNICATIONS
 1424 SOUTH 27TH STREET, SUITE 220
 PITTSBURGH, PA 15203

Rev	Date	Description
1	08/11/11	ISSUED FOR PERMIT
2		
3		
4		
5		
6		
7		
8		
9		
10		



GATEWAY
 The Gateway Engineers, Inc.
 Full-Service Civil Engineering & Surveying
 Pittsburgh, PA
 gatewayengineers.com 412.634.6384

**CITY OF JOHNSTOWN, PENNSYLVANIA
RESOLUTION NO. 10208**

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOHNSTOWN, CAMBRIA COUNTY PENNSYLVANIA, AUTHORIZING THE CITY MANAGER TO REQUEST WAIVER AND RELIEF FROM THE DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES (DCNR), BUREAU OF RECREATION AND CONSERVATION (BRC) CONVERSION OF PROPERTY INTERESTS POLICY AS RELATES TO THE CITY'S 1987 RECREATIONAL AND REHABILITATION IMPROVEMENT (RIRA) GRANT APPLIED TO BERKLEY HILLS GOLF COURSE.

WHEREAS, THE PURPOSE OF THE GRANT IN THE AMOUNT OF \$22,500 WAS FOR GENERAL IMPROVEMENTS TO THE CLUB HOUSE AT THE CITY OWNED GOLF COURSE WITH IMPROVEMENTS COMPLETED AND GRANT CLOSED OUT.

WHEREAS, THE CITY HAS CONTINUED TO OWN THE COURSE, THE OPERATION OF THE COURSE HAS BEEN A NEGATIVE NET REVENUE ENTERPRISE AND HAS REQUIRED THE CITY TO MAKE PERIODIC CAPITAL INVESTMENTS TO MAINTAIN ITS USE.

WHEREAS, THE CITY IN 1992 HAS BEEN UNDER ACT 47 DESIGNATION AND HAS BEEN DECLARED A FINANCIALLY DISTRESSED MUNICIPALITY BY THE SECRETARY OF THE DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT AND THE CITY HAS CONTINUED UNDER THIS DESIGNATION TO THE PRESENT

WHEREAS, BECAUSE THE CITY HAS EXTREME FINANCIAL DIFFICULTIES AND BECAUSE THE INITIAL GRANT WAS RELATIVELY SMALL AND HAS BEEN FULLY DEPRECIATED OVER THE PAST 30 YEARS, THE CITY REQUESTS A WAIVER OF THE ESTABLISHED REMEDIES OF REPAYMENT OF THE GRANT FUNDS WITH INTEREST OR THE ACQUISITION OF EQUIVALENT REPLACEMENT LAND. EITHER OF THESE REMEDIES WOULD POSE AN EXTREME HARDSHIP ON THE CITY OF JOHNSTOWN AT A TIME WHEN WE ARE REQUIRED BY THE PROVISIONS UNDER ACT 47, SECTION 256 (B)(1) TO DIVEST REAL PROPERTY FOR THE PURPOSE OF TERMINATING THE CITY'S DISTRESSED STATE.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Johnstown authorizes the City Manager to request waiver and relief from the Department of Conservation and Recreation (DCNR) conversion of property interests policy, as related to the RIRA Grant received in 1987 for Berkley Hills Golf Course.

ADOPTED:

August 14, 2019

By the following vote:

Yeas: Mr. Britt, Mayor Janakovic, Rev. King, Mrs. Mock, Mr. Vitovich. (5)

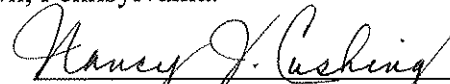
Nays: Mr. Williams, Mrs. Stanton. (2)



Frank J. Janakovic, Mayor
Marie Mock, Deputy Mayor

ATTEST:

I do hereby certify that the following is a true and correct copy of Resolution No. **10208** as the same adopted by the City Council of the City of Johnstown, Pennsylvania.



Nancy J. Cushing, City Clerk

CITY OF JOHNSTOWN, PENNSYLVANIA
RESOLUTION NO. 10209

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOHNSTOWN, CAMBRIA COUNTY, PENNSYLVANIA AUTHORIZING THE CITY MANAGER TO EXECUTE ANY/ALL DOCUMENTS NECESSARY TO AMEND THE CITY'S CONTRACT WITH PRO-DISPOSAL COMMENCING SEPTEMBER 2019 IN ORDER TO CONFIRM AND CLARIFY THAT ESTIMATED UNIT AMOUNTS INCLUDED THEREIN ARE MERELY ESTIMATES AND IMPOSE NO OBLIGATION ON THE CITY TO GUARANTEE SAID AMOUNTS;

Whereas, the City has entered into a contract for garbage collection services with Pro-Disposal commencing in September 2019; and

Whereas, the City Council understands that the parties' contract includes an estimated number of units to be collected per week, as originally stated within the Request for Proposals applicable to the parties' Contract, but nevertheless wishes to reiterate and emphasize that it maintains no obligation to and shall not be responsible for any variation from the estimated amount of units collected per week; and

Whereas, the City Council requested that the City Manager and Solicitor pursue an amendment to the contract reiterating this understanding and the City Manager and Solicitor are in the process of confirming language mutually agreeable to both parties;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Johnstown, Cambria County, Pennsylvania that the City Manager is authorized to sign all documents necessary to implement an amendment to the City's contract with Pro-Disposal commencing September 2019 in order to confirm that estimated unit amounts included therein are merely estimates, and impose no obligation to the City to guarantee said amounts for the Contractor.

ADOPTED:

August 14, 2019

By the following vote:

Yeas: Mr. Britt, Mayor Janakovic, Rev. King, Mrs. Mock, Mrs. Stanton, Mr. Vitovich. (6)

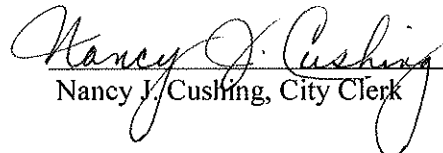
Nays: Mr. Williams. (1)



Frank J. Janakovic, Mayor
Marie Mock, Deputy Mayor

ATTEST:

I do hereby certify that the foregoing is a true and correct copy of Resolution No. **10209** as the same adopted by the City Council of the City of Johnstown, Pennsylvania.



Nancy J. Cushing, City Clerk

CITY OF JOHNSTOWN, PENNSYLVANIA
RESOLUTION NO. 10210

A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF JOHNSTOWN, CAMBRIA COUNTY, PENNSYLVANIA, AUTHORIZING A JOINT MOTION AND STIPULATION OF SETTLEMENT TO BE FILED FOR PURPOSES OF RESOLVING THE PETITION FOR CONTEMPT SANCTIONS FILED BY JOHN JACK WILLIAMS, COUNCILMAN AND CHARLENE STANTON, COUNCILWOMAN AGAINST ALL NAMED RESPONDENTS IN CIVIL ACTION NO. 2017-4061 IN THE COURT OF COMMON PLEAS OF CAMBRIA COUNTY, AND FURTHER AUTHORIZING THE CITY MANAGER AND CITY SOLICITOR TO TAKE ALL ACTIONS NECESSARY TO EFFECTUATE SAME.

WHEREAS, certain specified City Councilmembers, the City Manager, and the Finance Director have been named as Respondents to a Petition for Contempt Sanctions filed by John Jack Williams, Councilman and Charlene Stanton, Councilwoman; and

WHEREAS, the parties have discussed and hereby mutually agree to resolve the above-referenced Petition by filing of the attached Joint Motion and Stipulation of Settlement in order to avoid the further cost and burden of litigating said matter;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Johnstown, that the attached Joint Motion and Stipulation of Settlement be filed in order to mutually resolve the above-referenced Petition for Contempt Sanctions filed at 2017-4061 and that the City Manager and City Solicitor are authorized to take any and all actions necessary to effectuate same.

ADOPTED:


August 28, 2019

By the following Vote:

Yeas: Mrs. Mock, Mr. Vitovich, Mr. Britt, Mayor Janakovic. (4)

Nays: Rev. King. (1)

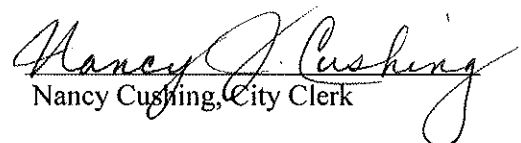
Abstain: Mrs. Stanton, Mr. Williams. (2)



Frank J. Janakovic, Mayor
Marie Mock, Deputy Mayor

ATTEST:

I do hereby certify that the foregoing is a true and correct copy of Resolution No. **10210** as the same adopted by the City Council of the City of Johnstown, Pennsylvania.



Nancy Cushing, City Clerk