

CITY OF JOHNSTOWN, PENNSYLVANIA
RESOLUTION NO. 10234

A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF JOHNSTOWN, CAMBRIA COUNTY, PENNSYLVANIA, APPROVING AND ENTERING INTO AN AGREEMENT BETWEEN THE CITY AND JOHN K. TRANT, JR., D/B/A STRATEGIC SOLUTIONS, LLC FOR INTERIM CITY MANAGEMENT SERVICES AND AUTHORIZING THE CITY MAYOR TO TAKE ALL ACTIONS NECESSARY TO EFFECTUATE SAME CONTINGENT UPON APPROVAL OF CITY SOLICITOR, AND FURTHER DESIGNATING JOHN K. TRANT, JR., AS INTERIM CITY MANAGER.

WHEREAS, the City desires to secure Interim City Management and Consulting Services to supplement and support the City during the period in which it searches for a candidate for the City Manager position; and

WHEREAS, the City desires to enter into a contract for this work as set forth within the Contract for Services and originally presented within a November 11, 2019 Proposal approved by City Council on November 20, 2019, both of which are attached to this Resolution which provides, in pertinent part, for Mr. Trant's services at an estimated interval of two days per week and attendance at up to two Council Meetings a month, compensated at a rate of \$135.00 per hour, not to exceed \$8,000.00 per month and reimbursement for actual reasonable and ordinary expenses as approved by the City of Johnstown; and

WHEREAS, the parties agree and understand that the services of Mr. Trant are intended to be provided until the point at which the City of Johnstown secures a full-time City Manager; and

WHEREAS, the City Council desires to hereby designate John K. Trant, Jr. as Interim City Manager under terms outlined above and within the attached Contract for Services, effective as of December 2, 2019; and

WHEREAS, the City Council wishes to confirm and reiterate that its prior approval to allow for the service of the City's Finance Director, Robert Ritter, as Acting City Manager shall continue in any instances of anticipated or unanticipated inability of the City Manager and/or Interim City Manager to serve, until further notice;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Johnstown, Cambria County, Pennsylvania that the City hereby approves the agreement between the City and Strategic Solutions, LLC for Interim City Management Services, and authorizes the Mayor, on behalf of City Council, to take all actions necessary to effectuate same, contingent upon review and approval of the City Solicitor; and be it further resolved that John K. Trant, Jr. is appointed as Interim City Manager effective December 2, 2019, and that Robert Ritter shall continue to be designated as Acting City Manager in all instances in which the Interim City Manager is unable to serve.

ADOPTED:


December 11, 2019

By the following Vote:

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

Nays: None (0)


Absent: Mrs. Stanton, Mr. Vitovich, Mr. Williams. (3)



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. **10234** as the same adopted by the City Council of the City of Johnstown, Pennsylvania.



Nancy J. Cushing, City Clerk

Contract for Services
CITY OF JOHNSTOWN
INTERIM CITY MANAGEMENT

THIS AGREEMENT entered into this 11th day of December 2019, by and between

City of Johnstown (hereinafter "the City")
with offices at 401 Main Street, Johnstown PA, 15901

and

Strategic Solutions LLC (hereinafter, "Strategic Solutions")
a Pennsylvania corporation with offices at 524 Sandrae Drive, Pittsburgh PA, 15243.

RECITALS

WHEREAS, The City desires the furnishing of certain consulting and/or management services (the "Project") identified in the attached Exhibit A; and

WHEREAS, Strategic Solutions desires to perform such services.

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

AGREEMENT

1. **SCOPE OF WORK.** Strategic Solutions shall perform, as a work made for hire, such consulting and/or management services for the Project as are described in the attached Exhibit A, including any additions or modifications mutually agreed upon and incorporated therein (hereinafter, collectively, "Work"). The Work shall include all activities necessary for the proper execution and completion of the Work. To the greatest extent of its ability, the City will make available in a timely manner for Strategic Solutions' use in performing the Work all technical data, reports, files, documentation, or other information, resources required by Strategic Solutions for the performance of the Work.
2. **STANDARD OF CARE.** Strategic Solutions shall perform the Work with the degree of skill and diligence normally employed by municipal management consulting professionals performing the same or similar services under similar conditions at the same time and in the same locality.
3. **COMPENSATION AND PAYMENT.** The City shall compensate Strategic Solutions for the Work in such manner as described in the attached Exhibit B, including any additions

or modifications mutually agreed upon and incorporated therein (hereinafter, the "Payment Terms").

4. TERM. This Agreement shall commence on December 2, 2019 and shall continue on a month-to-month basis until the end of a month agreed to by the parties, unless earlier terminated by either party pursuant to the terms of this Agreement.
5. COMPLIANCE WITH LAWS. Strategic Solutions shall comply with all applicable provisions of the unemployment compensation, sickness and disability, Social Security laws, the Fair Standards Act and all other Federal, State, and local laws or regulations, including those relating to employment.
6. ASSIGNMENT BY CLIENT. All the terms, provisions, covenants and conditions of this Agreement (including any modifications hereto) shall be binding upon, inure to the benefit of, and be enforceable by the City, its successors and assigns; provided however, that no portion of this Agreement and the rights and obligations hereunder shall be assignable or delegable by the City, by operation of law or otherwise, without the express prior written consent of Strategic Solutions for which consent shall not be unreasonably withheld.
7. ASSIGNMENT BY CONTRACTOR. All the terms, provisions, covenants and conditions of this Agreement (including any modifications hereto) shall be binding upon, inure to the benefit of, and be enforceable by Strategic Solutions, its successors and assigns; provided however, that no portion of this Agreement and the rights and obligations hereunder shall be assignable or delegable by Strategic Solutions, by operation of law or otherwise, without the express prior written consent of the City.
8. SUBCONTRACTS. Strategic Solutions agrees that no subcontractors will be used to perform the Work, without prior approval of the City, for which approval shall not be unreasonably withheld.
9. CHANGES. The City may, at any time prior to the completion of the Work, direct, in writing, any changes to the Work, including but not limited to the revision of the Work's scope, time period, or schedule of performance. Any changes in the Work will be performed only upon authorization by the City and agreement by Strategic Solutions, shall be pursuant to the compensation arrangement defined herein or otherwise agreed to by the parties in writing, and shall be pursuant to the terms of this Agreement
10. SUSPENSION OR TERMINATION. The City may terminate the Work for convenience or for cause. In the event that the Work is terminated for convenience or suspended by the City prior to its completion, Strategic Solutions shall be paid an equitable amount proportional to the services rendered to the date of termination or suspension, plus reasonable profit and termination costs calculated on the same basis. In the event the Work is terminated for cause by the City, upon notice thereof Strategic Solutions shall cease its activities related to such Work and immediately tender to the City any and all Work

(whether completed or partly completed), and Strategic Solutions shall not be paid further for such Work under this Agreement.

11. DEFAULT. Should either party breach any provisions of this Agreement the non-breaching party shall have the rights and remedies provided by law or under these terms and conditions.
12. INSURANCE. The City shall endorse its errors and omissions liability insurance policy specifically to name Strategic Solutions as an additional insured for the Work provided under this Agreement and shall endorse said policy to provide that the insurance coverage is primary to any other errors and omissions liability insurance coverage that may be provided by other carriers to Strategic Solutions.
13. INDEMNIFICATION. Except as otherwise provided below, Strategic Solutions shall indemnify, save harmless and defend the City from any and all claims, losses, lawsuits or expenses, including without limitation attorney's fees and costs, as a result of any breach by Strategic Solutions of its obligations under this Agreement or arising out of or resulting from Strategic Solutions' willful action or negligent acts, errors or omissions, or strict liability, in the performance of Strategic Solutions' services hereunder; "Strategic Solutions" being construed for purposes of this sentence to mean Strategic Solutions, and its employees, agents, subcontractors and anyone directly or indirectly employed by them or for whose acts they may be liable.

The City shall defend, indemnify and hold harmless Strategic Solutions from and against any and all claims, causes of action, suits, penalties, losses, fines, liabilities, damages, costs and expenses and all other liabilities whatsoever, whether at law or in equity, direct or indirect, including without limitation reasonable legal, accounting, expert and/or other professional fees, costs and expenses, incurred or sustained by Strategic Solutions arising out of, by reason of, in connection with, associated with, or related to: (i) a breach of this Agreement by the City, its elected and appointed officials, employees and agents; (ii) a violation by the City, its elected and appointed officials, employees and agents of any applicable law, rule, regulation or order issued by any governmental or regulatory authority; (iii) the negligence, misrepresentation, or fraud of the City, its elected and appointed officials, employees and agents; and (iv) claims made against Strategic Solutions by any individual or entity, including a governmental agency and current or previous elected and appointed officials and employees of the City, arising out of action by or alleged errors or omission of the City, its elected and appointed officials, employees and agents; and (v) claims, causes of action, or suits made by any individual or entity, including a governmental agency and current or previous elected and appointed officials and employees of the City, naming Strategic Solutions as a party by virtue of its retention by the City for the Project; "Strategic Solutions" being construed for purposes of this sentence to mean Strategic Solutions, and its principals, employees, agents, subcontractors and anyone directly or indirectly employed by them. The City's indemnification obligations under this Section 13 shall survive the expiration or termination of this Agreement.

14. LIMITATION OF LIABILITY. Excluding the obligations related to indemnity and the proceeds of insurance, to the fullest extent permitted by law, the City agrees to limit Strategic Solutions' liability to the City and to all other contractors or subcontractors on the project for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the Project under this Agreement from any cause or causes including but not limited to Strategic Solutions' negligent acts, errors, omissions, strict liability, breach of contract, or breach of warranty, such that the total aggregate of liability of Strategic Solutions to all those named in such circumstances shall not exceed \$50,000 or the total fee for Strategic Solutions' services rendered on the Project, whichever is less.
15. WAIVER OF CONSEQUENTIAL DAMAGES. Under no circumstances shall either party be liable to the other party for any consequential damages, including but not limited to loss of use or rental, loss of profit or cost of any financing, however caused, including either party's fault or negligence.
16. CONFIDENTIALITY. Strategic Solutions and the City each acknowledge that, during the term of this Agreement, each will have access to proprietary or confidential information of the other party, including, without limitation, documents or other items which have been marked or otherwise identified as confidential or proprietary in nature, including, without limitation, the business or business practices of the other party ("Confidential Information"). Each party shall use its best efforts to protect such Confidential Information of the other party in the same manner in which it would protect its own Confidential Information, but to no less a standard of care than reasonableness, and shall not use Confidential Information of the other party for its own benefit or the benefit of any other person or entity, except as may be specifically permitted hereunder. The obligations of confidentiality and non-use shall not apply to any Confidential Information of one party which:
 - (a) is shown to have been known by the other party prior to the date of this Agreement and not obtained or derived, directly or indirectly, from such party;
 - (b) is or becomes public or available to the general public other than through a breach of this obligation of confidentiality and non-use;
 - (c) is obtained or derived prior or subsequent to the date of this Agreement from a third party which is lawfully in possession of such information and does not hold such information subject to any confidentiality or non-use obligations; or
 - (d) is required to be disclosed by the other party pursuant to subpoena or other validly issued administrative or judicial process requesting Confidential Information; provided, however, that (i) the obligations of confidentiality and non-use shall continue to the fullest extent not in conflict with such

process, and (ii) if and when a party is required to disclose such Confidential Information pursuant to any such process, such party shall promptly advise the party owning such information and permit such party to obtain a protective order or take such other actions as will prevent or limit, to the fullest extent possible, public access to, or disclosure of, such Confidential Information, and (iii) where disclosure is required, to limit disclosure to those items of Confidential Information which, in the belief of counsel for the disclosing party, complies with such subpoena or other process to the extent required by law.

17. EXHIBITS TO AGREEMENT. The following Exhibits are an integral part of this Agreement.

Exhibit A	Scope of Work
Exhibit B	Payment Terms

18. BINDING EFFECT. Subject to the provisions of this Agreement relating to transferability, this Agreement will be binding upon and inure to the benefit of the parties, and their respective permitted successors and assigns.

19. FORCE MAJEURE. In no event shall either Party have any claim or right against the other Party for any failure of performance where such failure of performance is caused by or is the result of causes beyond the reasonable control of the Party due to any occurrence commonly known as a “force majeure,” including, but not limited to: acts of God; fire, flood, or other natural catastrophe; acts of any governmental body; labor dispute or shortage; national emergency; insurrection; riot; or war.

20. INDEPENDENT CONTRACTOR. Strategic Solutions acknowledges that it is furnishing the services contemplated by this Agreement hereto as an independent contractor, and not as an employee or agent of the City or any of its affiliates.

- a. Strategic Solutions shall be responsible for the payment of all federal, state, and local taxes; social security and FICA withholdings; and all other deductions required by local, state, or federal law, from any compensation paid for the Work. At the conclusion of each fiscal year, the City shall issue a federal tax form 1099 to Strategic Solutions, reflecting the compensation paid for the preceding fiscal year.
- b. As an independent contractor, Strategic Solutions is entitled only to payments for services rendered as provided herein and shall not be entitled to any benefits whatsoever provided by the City to its employees (except as otherwise provided in Section 12). Strategic Solutions has no claim against the City hereunder for benefits, including but not limited to, vacation pay, sick leave, retirement benefits, social security, health or disability benefits, or any other employee benefits of any kind (except as otherwise provided in Section 12).

- c. Except as provided in Section 12 with respect to adding Strategic Solutions as an additional insured to the City's errors and omissions liability insurance policy, Strategic Solutions will be responsible for procuring and maintaining its own insurances in connection with the Work, and the City will not procure any Workers' Compensation or other general or professional liability insurance on behalf of Strategic Solutions. Strategic Solutions understand and agrees that it is solely and wholly responsible for maintaining any and all such insurances. Strategic Solutions further warrants that Strategic Solutions has in place appropriate liability and other applicable insurance, proof of coverage of which shall be provided to the City prior to rendering services, if requested. Strategic Solutions agrees that said liability insurance shall remain in place during the term of this Agreement.
- d. Strategic Solutions acknowledges and agrees that it is not an employee, partner, joint venture with, or subsidiary to the City. Except as specifically provided herein relative to the Work, Strategic Solutions has no independent right or authority to assume or create any obligation, responsibility, express or implied, on behalf of or in the name of the City, or to bind the City in any manner or thing whatsoever. Notwithstanding the foregoing, Strategic Solutions is hereby authorized to execute documents on behalf of the City, and to approve and/or authorize requests on behalf of the City, when the Work, in Strategic Solutions sole discretion, requires or otherwise calls for such execution, approval, or authorization in the ordinary course of City business and/or as otherwise authorized by City Council.
21. PUBLIC ANNOUNCEMENTS. No publicity releases (including news releases and advertising) relating to this Agreement or the services performed hereunder, shall be issued by either party without the prior written approval of the other party.
22. NOTICES. Any notices required by this Agreement shall be in writing and shall be sent certified mail, postage paid, return receipt requested, or by express delivery service, to the address, as appropriate, listed below.

COMPANY: Strategic Solutions LLC
524 Sandrae Drive
Pittsburgh, PA 15243

CLIENT: City of Johnstown
401 Main Street
Johnstown PA, 15901

23. PARTIAL INVALIDITY. If any term, covenant, condition or provision of this Agreement is found by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect, and shall in no way be affected, impaired or invalidated thereby.

24. HEADINGS. Headings in this Agreement are for convenience only and are not intended to be used in interpreting or construing the terms, covenants, and conditions of this Agreement.
25. GOVERNING LAWS. The validity or construction of this Agreement, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the Commonwealth of Pennsylvania without regard to its choice of law provisions.

This Agreement constitutes the whole agreement between the parties with respect to the subject matter contained herein, and there are no terms other than those contained herein. No modification or amendment of this Agreement shall be valid unless in writing and signed by the parties hereto.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have caused this Agreement to be executed and delivered as of the day and year first above written.

WITNESS:

CITY OF JOHNSTOWN, PA

Nancy J. Cushing

Name:

Frank J. Amulee

Title:

Mayor

WITNESS:

STRATEGIC SOLUTIONS LLC

Nancy J. Cushing

Name:

[Signature]

Title:

president

**Exhibit A to
Contract for Services**

**SCOPE OF WORK
(Proposal for Interim City Management Services Dated November 11, 2019)**

Exhibit B to Contract for Services

PAYMENT TERMS

Strategic Solutions shall invoice the City on a monthly basis in arrears and within five (5) days of the end of each month during which Work is performed; such invoices showing with particularity the services provided.

Payment for the Work shall be made to Strategic Solutions within thirty (30) days of receipt by the City. The City shall pay Strategic Solutions a late payment charge for any payments not made within thirty (30) days of receipt by the City of undisputed invoices, at the rate of one and one-half percent (1½ %) per month.

See Scope of Work and Cost contained within November 11, 2019 Proposal, at Exhibit A, for further payment terms, all of which are incorporated herein by reference.



Listen. Engage. Advise.

November 11, 2019

Mayor Frank Janakovic and City Council
City of Johnstown
401 Main Street
Johnstown, PA 15901

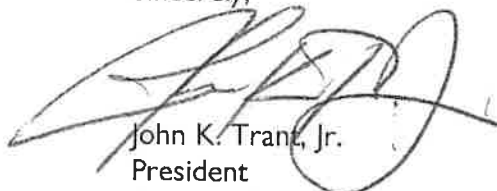
RE: Proposal for Interim City Management Services

Dear Mayor Janakovic and City Council:

Thank you for the opportunity to submit this proposal. Based upon the information we received, I understand that the City of Johnstown wishes to engage a qualified professional to provide city management consulting services. I am pleased to submit this proposal to provide these services for your consideration.

Please contact me at (412) 443-3317 or by e-mail (John@Strategic-SolutionsLLC.com) if you have any questions or if you need any additional information. Thank you for your consideration.

Sincerely,



John K. Tran, Jr.
President
Strategic Solutions LLC

○ 412-857-2151

○ www.Strategic-SolutionsLLC.com

○ 524 Sandrae Dr. Pittsburgh, Pa 15243

○ John@Strategic-SolutionsLLC.com

Listen. Engage. Advise.

Since 2009, STRATEGIC SOLUTIONS LCC has provided professional consulting services to public- and private-sector clients. These services include:

strategic planning, zoning and subdivision ordinance drafting, meeting facilitation, community planning, organizational management, capital improvements planning, expert testimony, and interim municipal management.

STRATEGIC SOLUTIONS LLC ***listens*** to clients to learn about their project needs and desired outcomes; ***engages*** clients in the process of developing new strategies; and ***advises*** clients on how to best implement those strategies. Helping clients “connect the dots”, STRATEGIC SOLUTIONS LLC facilitates open and effective communication among groups, departments, and individuals within an organization or stakeholders of a community to capitalize on existing resources and knowledge-base.

STRATEGIC SOLUTIONS LLC is a small, client-focused firm. Building lasting relationships with clients is a top priority. Being a reliable, knowledgeable, and approachable part of a client’s team is the firm’s key to lasting success and positive results for all clients, regardless of project size or type.

Goal:

STRATEGIC SOLUTIONS LLC will provide professional interim city management services to the City of Johnstown.

Approach:

At the direction of City Council, with regard to priorities and timing, we will perform the following tasks on a monthly basis. The number, type, and duration of the tasks completed during a month will be dictated by Council's direction and limited by this scope of work and the maximum number of hours per this proposal.

Task 1- General Management: Our team will provide management services for general administration operations. Services may include coordination of department activities, staff meetings, on-site management coordination, and telephone support during normal business hours.

Task 2- Attendance at Meetings (As Needed): Our team will assist with preparation of the agenda and oversight of the preparation of minutes and will attend up to two elected or appointed officials' meetings per month.

Schedule:

Management services will be provided with two days on-site at the City municipal offices per week, generally. Up to six hours on-site and one half of travel time (approx. two hours) will be billable per day. Response to typical/routine email and phone correspondence during all regular weekday business hours (Monday through Thursday) is included.

Work can begin the week of December 3, 2019 and continue on a month-to-month basis.

Cost:

Hourly rates per the attached rate sheet not to exceed \$8,000, billed monthly.

John Trant, Principal, will lead the effort, be the primary point of contact, and perform on the on-site hours.

Chelsea Puff, Project Manager, will provide support on an as-needed basis.



Listen. Engage. Advise.

2020 Billing Rates

Principal:	\$135/hour
Principal, Expert Witness:	\$175/hour
Project Manager:	\$115/hour
Project Support:	\$65/hour
Code Enforcement:	\$75/hour
Information Technology Management:	\$130/hour

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City of Altoona, Blair County

Community Development Department Strategic Assessment

Avalon Borough, Allegheny County

Interim Borough Management

Early Intervention Program – Planning and Revitalization

Baldwin Borough, Allegheny County

Comprehensive Plan

Zoning Ordinance Amendments

Brentwood Bank

Zoning Analysis

Brighton Township, Beaver County

Mixed Use Zoning Amendment

Butler County Housing and Redevelopment Authorities, Butler County

Acting Executive Director

Cecil Township, Washington County

Comprehensive Plan

Clearfield County

Subdivision and Land Development Ordinance Audit

Crafton Borough, Allegheny County

Interim Borough Management

Cranberry Township, Venango County

Mixed Use Zoning District

Glassport Borough, Allegheny County

Zoning and Subdivision Ordinances

Grounded

Strategic Business Plan

Guardian Storage Solutions

Expert Witness, Zoning

Horizon Properties Group
Expert Witness, Zoning

Jefferson Hills Borough, Allegheny County
Community Planning Services
Zoning and Subdivision Ordinances

Middlesex Township, Butler County
Corridor Zoning Ordinance Overlay

Moon Township, Allegheny County
Zoning Ordinance Amendments
Transportation Impact Fee Analysis
Economic Development Analysis

Mount Oliver Borough, Allegheny County
Early Intervention Program - Zoning Land Development Ordinances

Mount Pleasant Township, Washington County
Municipal Curative Zoning Ordinance Amendment
Zoning Ordinance Amendments

Municipality of Bethel Park, Allegheny County
Interim Planning Director

Municipality of Mt. Lebanon, Allegheny County
Facilitation of Commission Retreat and Annual Priority Projects Strategy

Neshannock Township, Lawrence County
Community Planning Services
Comprehensive Plan
Economic Development Strategies
Information Technology Strategies
Recreation Plan
Zoning Ordinance Amendments

North Huntingdon Township, Westmoreland County
Strategic Planning
Information Technology Strategies

Nottingham Township, Washington County
Community Planning Services
Zoning Ordinance
Recreation Plan
Subdivision and Land Development Ordinance

Pennsylvania Wilds Center for Entrepreneurship
Development Design Guide Implementation Strategy

Ridgway Township, Elk County
Municipal Curative Zoning Amendment, Oil and Gas Drilling

Robinson Township, Allegheny County
Comprehensive Recreation Plan

Sewickley Heights Borough, Allegheny County
Expert Witness, Zoning

Sharpsburg Borough, Allegheny County
Interim Borough Management

Sheetz, Inc.
Expert Witness, Zoning

Shenango Township, Lawrence County
Expert Witness, Conditional Use

Slippery Rock Borough, Butler County
Code Enforcement Services
Community Planning Services
Grant Writing
Information Technology Strategies
Project Management
Zoning and SALDO Ordinances

Springfield Township, Mercer County
Interim Municipal Management
Tax Increment Financing
Grant Writing
Strategic Planning

Waynesburg Borough, Greene County
Comprehensive Plan, Form-Based Codes Analysis

Wilmington Township, Lawrence County
Expert Witness, Zoning

CRANBERRY TOWNSHIP, Butler County (2007 – 2014)
Assistant Township Manager & Chief Strategy Officer

While at Cranberry Township, John Trant advised Township officials on strategic policy issues and economic development, as well as spearheading the Township's award-winning Strategic Plan. He also managed legal matters, oversaw the communications and community development departments, updated the Township's land use and development ordinances, and directed ongoing initiatives to create a business-friendly environment for regional economic growth. John regularly facilitated internal reviews that resulted in operational improvements that clarified the Township's strategic mission, improved staff morale, enhanced operational efficiencies and emphasized quality customer service. John's accomplishments during this time include:

- Drafted, reviewed, and oversaw the adoption process for dozens of Township ordinances;
- Brokered millions of dollars in public/private partnership infrastructure improvements;
- Facilitated the local permitting processes for the headquarters of major global companies;
- Lead consensus-building efforts around key transportation and land use issues;
- Spearheaded the completion of the Township's award-winning 25-year Strategic Plan;
- Overhauled local land use regulations to be form-based and community-character driven;
- Implemented innovative business-friendly policies to encourage local economic growth;
- Restructured the local planning agency and reinvented the local land development review and approval process;
- Negotiated terms of land development agreements with developers of large-scale development projects;
- Coordinated the defense of challenges to local zoning and development regulations;
- Championed the implementation of sustainable and smart-growth strategies;
- Identified strategic infill and redevelopment strategies and practical tools to implement them; and
- Developed and oversaw implementation of a land use and transportation plan for the fastest growing transportation corridor in Western Pennsylvania.

SLIPPERY ROCK BOROUGH, Butler County (2009-2019)

Community Planner and Special Projects Manager

Strategic Solutions LLC provided Slippery Borough with planning and project management services for over ten years. John Trant managed the Borough's land development processes, served as the Borough Zoning Officer, and managed several updates to the Borough's land use ordinances. We provided management services for several special projects, including securing financing for an managing the demolition of a large vacant building along the Borough's Main Street and overhauling the Borough budget. We also assisted the Borough with securing and managing \$167,260 of PennDOT ARLE funding for the replacement of a traffic signal system at the entrance to Slippery Rock University and \$44,210 of SINC-UP grant funding through the Southwestern Pennsylvania Commission for upgrades to all of the Borough's traffic signal coordination and public safety preemption systems. Strategic Solutions also provided code enforcement services, managing the day-to-day operations of the Borough's codes and permitting office.

BUTLER COUNTY HOUSING & REDEVELOPMENT AUTHORITIES

Butler County (2015)

Acting Executive Director, Strategic Operational Assessment

Strategic Solutions LLC was engaged by the Board of Directors of the Butler County Housing and Redevelopment Authorities to provide interim management services when the Authorities' current Executive Director was placed on administrative leave. During this challenging time, John Trant provided organizational leadership, assessed organizational structure and staffing levels, addressed human resource issues, managed external communications, and provided oversight for projects and programs while overseeing day-to-day operations. He also served as the primary liaison to the Board of Directors for policy issues, internal investigations, and personnel management.

CRAFTON BOROUGH, Allegheny County (2014-2015)

Interim Borough Manager

Strategic Solutions LLC was engaged by Crafton Borough Council at a time when the Borough needed stable leadership in its Municipal offices following several years of changes and challenges at the management level. John Trant served as the interim Borough manager and implemented multiple priority initiatives identified by Borough Council. While overseeing day-to-day operations, John led a reorganization of staff offices, hiring a new Public Works Director and supporting Borough Council in their search for a new Borough Manager in partnership with sub-consultant Grass Root Solutions. John helped the Borough secure and manage state and county grant funding for the Borough's joint Comprehensive Plan with Ingram Borough and major upgrades to the Borough's community pool.

SPRINGFIELD TOWNSHIP, Mercer County (2015 – 2019)

Interim Management, Strategic Planning

Strategic Solutions LLC was engaged by Springfield Township to provide interim management services and spearhead the resolution of several critical issues facing the Township. John worked with the Township Supervisors to strategically evaluate options to address sewer, water, and road infrastructure deficiencies that inhibit the community's future economic growth. This included negotiation of inter-municipal agreements, management of several project engineering evaluations, exploration of financing options, and coordination of communications and public outreach. While overseeing day-to-day Township operations, John also advised the Township regarding the management of the land development application process and assisted with development and adoption of a new multi-fund Township budget. John also secured and managed over \$1,000,000 of federal and county grants to fund two phases of the Township's first-ever multi-modal trail and oversaw its design and construction.

John served as the Township's main point of contact for the creation of a new Tax Increment Financing district to address critical infrastructure needs for the region. In 2015, the Township was faced with an end to its sewer treatment capacity and an uncertain future for the local water supply. The Township is located at the busy crossroads of I-79 and Route 208, where the Grove City Premium Outlets are located, with extensive room for growth and growing calls for expanded infrastructure to support that growth. Sewer treatment capacity for the commercial area of the Township is purchased through a partnership with nearby Grove City Borough and the conveyance system runs through neighboring Pine Township. This area is a priority for economic development in the County, and the Township worked collaboratively with County representatives and the local school district to establish a tax increment financing district to help fund additional sewer capacity and an expanded water system. Creation of the TIF involved multiple municipal partners and was unique because there was not one large development project to back the project. Rather, the TIF was established as a regional effort involving a TIF district that included more than one hundred properties in the Township's commercial district and generated \$2.8 million of infrastructure. John managed the coordination of the TIF Committee and team of consultants working on the TIF project, as well as served as the administrator for the Township's newly-created Economic Development Authority.

SHARPSBURG BOROUGH, Allegheny County (2015)

Interim Borough Manager

In partnership with Grass Root Solutions, Strategic Solutions LLC provided day-to-day operational management for the Borough of Sharpsburg. John worked with Borough Council and staff to address code enforcement, property maintenance challenges, and the Borough's involvement in the on-going construction of a new public library.

AVALON BOROUGH, Allegheny County (2016-2017)

Interim Borough Manager

In partnership with Grass Root Solutions, Strategic Solutions LLC provided day-to-day operational management for the Borough of Avalon. John worked with Borough Council and staff to address irregularities in recent development application review processes, complete an on-going effort to codify the Borough ordinances, and manage personnel issues. He also assisted with the creation of the Borough's first employee policy and procedures manual.

MUNICIPALITY OF BETHEL PARK, Allegheny County (2019)

Interim Planning Director

Strategic Solutions LLC provided Interim Planning Director services to Bethel Park during a time when the Municipality was without a municipal manager and planning director. John Trant served as the Municipality's primary point of contact with the Municipal Planning Commission for all development projects and the Comprehensive Plan update project. John worked with the Municipal Engineer and consultants to manage development reviews and update the municipality's processes and procedures for application management. Strategic Solutions continues to provide support to the new Planning Director.



Listen. Engage. Advise.

John K. Trant, Jr. AICP, Esq.

John has over 20 years of strategic and community planning, economic development, land use planning, and local government administration and management experience. He is a certified community planner, lawyer, and landscape architect.

CONTACT

524 Sandrae Drive
Pittsburgh, PA 15243
412-857-2151
john@strategic-
solutionsllc.com

PROFESSIONAL EXPERIENCE

President *2009 - present*
Strategic Solutions, LLC

- Advising clients on strategic planning, local government administration and management, land use management, zoning, and economic development issues.

Regional Manager for Municipal Services *2014*
HRG, Inc.

- Managed municipal services in firm's Western PA region

Contract Attorney *2014*
Lynch Weis LLC and Cafardi, Ferguson, Wyrick, Weis and Stanger LLC

- Municipal and land use law.

Chief Strategy Officer and Assistant Township Manager *2007 - 2014*
Cranberry Township, Butler County

- Advised elected officials on strategic policy issues and economic development and managed legal matters; updated the Township's land use ordinances and directed ongoing initiatives to create a business-friendly environment for local economic growth.

Adjunct Professor *2012-2014*
Chatham University

- Developed the curriculum for and taught "Community Planning and Management" in the Master of Landscape Architecture Program.

Adjunct Professor *2009-2012*
Slippery Rock University

- Developed the curriculum for and taught "Planning for Sustainable Communities" in the Master of Science in Sustainable Systems program.

Associate Attorney *2006-2007*
Tucker Arensberg, P.C.

- Municipal and school district law and land use law.

Community Planner *2004-2006*
Cranberry Township

- Reviewed subdivision and land development plan applications and drafted amendments to zoning and land development ordinances.

Summer Associate

2005

Tucker Arensberg, P.C.

- Researched legal issues and wrote client memoranda on a variety of legal topics.

Planner/Project Manager

1999-2004

Pashek Associates, Ltd.

- Managed comprehensive planning and recreation planning projects, including facilitation of stakeholder, committee and public meetings.

EDUCATION

- Juris Doctor, Duquesne University School of Law, 2006
- B.A., Geography, The Pennsylvania State University, 1999
- Bachelor of Landscape Architecture, The Pennsylvania State University, 1999

PRESENTATIONS AND LECTURES

- "Hug Your Local Code Enforcement Officers." American Planning Association, PA Chapter Annual Conference, Reading, PA: October 21, 2019.
- "Duties of the Zoning Hearing Board", Pennsylvania Training Hub with PA Department of Community and Economic Development, Various Locations, 2019
- "Springfield Township Tax Increment Financing and Economic Development", 79-80 Interstate Development Corporation Annual Meeting, Grove City Country Club, April 26, 2019
- "Zoning for Infill and Redevelopment", Pennsylvania Housing Research Center Annual Conference; March 14, 2019.
- "Using Zoning Ordinances as Tools for Community Preservation and Economic Development." PCRG 2017 Community Development Summit; Pittsburgh, Pennsylvania; May 24, 2017.
- "Zoning Hearing Board Training Workshop." Summit Township, Erie County, PA; April 20, 2016.
- "Running Effective Meetings and Making Decisions", The Role of the Planning Commission in Assuring Community Vitality, Carnegie, Pennsylvania, April 13, 2016.
- "Subdivision and Land Development Ordinance Refresher", County Planning Directors Association of Pennsylvania Membership Meeting, State College, November 6, 2015.
- "The Alphabet Soup of the PA Municipalities Planning Code: Traditional Neighborhood Development, Transfer of Development Rights, and Multi-Municipal Planning", Local Government Academy Webinar Wednesdays Series, Online, August 12, 2015.
- "Land Use, Zoning, and Addressing Impacts of Shale Gas Drilling, After the PA Supreme Court Act 13 Rulings", Local Government Academy Managing Marcellus Training Series, Washington, PA, June 4, 2015.

- "Tools for Successful Stormwater Management: Ordinance Enforcement and Funding Resources", Southwestern Pennsylvania Commission's Water Resource Center, Various Locations, PA; November 13-19, 2014.
- "Running Effective Meetings and Making Decisions", The Role of the Planning Commission in Assuring Community Vitality, Green Tree, Pennsylvania, November 6, 2014.
- "A New Look at Reviewing Subdivision and Development Plans", Pennsylvania Local Government Training Partnership: Planning Series, Various Locations, Pennsylvania, October - December 2014.
- "New Trends in Land Use Ordinances." Pennsylvania Municipal Law Colloquium; Lancaster, Pennsylvania; June 7-8, 2013.
- "From Sprawling to Thriving - Cranberry 20-year growth spurt continues, but it looks a whole lot different." American Planning Association National Conference; Chicago, Illinois; April 16, 2013.
- "Local Case Studies in Sustainability." Creating Sustainable Communities Conference; Pittsburgh, Pennsylvania; November 3, 2011.
- "Current Initiatives in Sustainable Community Planning." PA Chapter of American Planning Association Annual Conference; Scranton, Pennsylvania; October 18, 2011.
- "Progressive Comprehensive Planning." Pittsburgh Community Reinvestment Group Community Development Summit; Pittsburgh, Pennsylvania; 25 May 2011
- "What's Hot on the Green Scene." Association for Pennsylvania Municipal Management Annual Conference; Bedford Springs, Pennsylvania; May 18, 2011.
- "Bike and Pedestrian Connections Planning." Transportation Engineering and Safety Conference; State College, Pennsylvania; December 9, 2010.
- "Real Estate Round Up." Urban Land Institute; Pittsburgh, Pennsylvania; May 5, 2010.
- "Building Better Communities by Linking Land Use and Transportation Planning." Pennsylvania State Association of Township Supervisors 2010 Annual Conference; Hershey, Pennsylvania; April 20, 2010.
- "What is Possible: Energy and Municipal Operations." Sustainable Pittsburgh's Sustainable Development Academy; Mt. Lebanon, Pennsylvania; March 19, 2010.
- "Going Green." Build Green Conference 2009; Philadelphia, Pennsylvania; October 14, 2009.
- "Practicing Sustainable Community Development." Sustainable Pittsburgh Training Session; Millvale, Pennsylvania; June 4, 2009.
- "Cranberry Township's Sustainability Assessment." Pennsylvania Planning Association - Southwest Chapter Training Session; Cranberry Township, Pennsylvania; March 6, 2009.
- "Form-Based Zoning of Land Use." Transportation Engineering and Safety Conference; Pittsburgh, Pennsylvania; December 11, 2008.

- "Measuring Growth and Market Impacts to Build Your Comprehensive Plan."
Pennsylvania Planning Association Annual Conference; Pittsburgh, Pennsylvania;
October 13, 2008.

- "Applying New Zoning Techniques." Sustainable Pittsburgh Smart Growth Conference;
Pittsburgh, Pennsylvania; May 16, 2008.

BOARDS & AFFILIATIONS

- Pennsylvania Bar Association
- American Planning Association, Pennsylvania Chapter
- Pennsylvania Association of Zoning Officials
- Greentree Borough Zoning Hearing Board Member, 2006-2007
- Butler County Chamber of Commerce, Board of Directors 2012-2014
- Sustainable Pittsburgh, Board of Directors 2012-2015
- Stakeholder Advisory Committee, State Planning Board Local Permitting Reform Study
- Mt Lebanon Soccer Association, Board of Directors 2018-2019



Listen. Engage. Advise.

Chelsea J. Puff, MPA

Chelsea has over ten years of experience in community and economic development, local government administration, and strategic planning. She holds a master's degree in public administration.

CONTACT

524 Sandrae Drive
Pittsburgh, PA 15243
412-857-2151
Chelsea@strategic-
solutionsllc.com

PROJECTS

Market Profiles
Comprehensive Plans
Recreation Plans
Impact Fee Updates
Community Branding
Ordinance Revisions
Zoning Amendments
Transit Plans

PROGRAMS

Microsoft Office Suite
Microsoft SharePoint
Adobe InDesign
Civic Plus Web Design
SketchUp

SKILLS

Data Analysis
Strategic Planning
Narrative Composition
Public Speaking
Public Outreach
Meeting Facilitation

Professional Experience

Government Affairs and Planning Specialist Strategic Solutions, LLC

September 2018 – Present

- Compose planning documents including ordinances, reports, and comprehensive plans
- Analyze community economic and demographic data and trends
- Review existing planning documents and advise updates and revisions

Manager – Business & Economic Development Cranberry Township

October 2015 – December 2018

- Supervised Township planning staff
- Managed planning projects and initiatives
- Advanced economic development efforts via the Cranberry Business Hub program
- Oversaw Township's grant application and management processes and composed applications to funding opportunities
- Tracked and analyzed economic and demographic data and forecasted trends
- Coordinated business outreach efforts to more than 1,100 businesses
- Led Township sustainability efforts

Economic Development Specialist

August 2014 – October 2015

Cranberry Township

- Managed the Cranberry Business Hub program
- Oversaw grant application process across Township departments and composed applications to funding opportunities
- Conducted data analysis and tracking of economic and demographic statistics
- Continued coordination of Township sustainability efforts
- Prepared planning documents, including ordinances, resolutions, and reports
- Completed Township branding campaign

Community Projects Administrator

October 2010 – August 2014

Cranberry Township

- Drafted planning documents, including ordinances, resolutions, and reports
- Monitored progress and completion of recommendations set forth in The Cranberry Plan, the Township's long-range comprehensive plan
- Oversaw grant application process across Township departments
- Coordinated sustainability initiatives set forth in The Cranberry Plan
- Researched, updated, and tracked statistics and demographics related to the Township
- Wrote Requests for Proposals for planning projects
- Established grant application and management procedures for all grants sought and received by the Township
- Created the Volunteer Cranberry program
- Facilitated marketing and outreach efforts for Township programs and initiatives

HIGHLIGHTS

More than \$11 mill.
awarded in grant funds
PSATS planning award
Platinum Sustainable
Community award

Grants and Cultural Initiatives Coordinator Cranberry Township

January 2010 – October 2010

- Coordinated grant application process across 11 Township departments
- Identified community enhancing projects and determined appropriate funding sources
- Updated and maintained grant application database
- Established and managed Cranberry W.I.N. – Welcoming International Neighbors
- Led membership recruitment, solicitation of corporate sponsors, publicity, and international communications for Cranberry Township Sister Cities Association

Administration Intern

May 2008 – November 2009

State College Borough

- Created and directed the Living In One Neighborhood (LION) program
- Conducted feasibility study for implementation of state recognized health department
- Coordinated white paper on neighborhood sustainability with planning, police, and finance departments
- Served on strategic planning committee with department directors and borough management
- Composed necessary public service documents for new Anti-Discrimination Ordinance and the LION program

EDUCATION

Master of Public Administration

May 2009

The Pennsylvania State University

Concentration: Municipal Government

GPA: 3.91/4.0

Thesis Research: Universities as Economic Engines

Certification: Public Sector Human Resource Management

Bachelor of Arts

May 2004

The Pennsylvania State University

Major: History Minors: Law and American Studies

CITY OF JOHNSTOWN
CAMBRIA COUNTY , PENNSYLVANIA
RESOLUTION NO. 10235

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOHNSTOWN, CAMBRIA COUNTY, PENNSYLVANIA AUTHORIZING THE INTERIM CITY MANAGER TO INITIATE THE TRANSFER OF FUNDS TO ELIMINATE THE RESPECTIVE 2019 CITY OF JOHNSTOWN OPERATING BUDGET DEFICIT BALANCES, AND MORE SPECIFICALLY, BUDGET EXHIBIT (A) AS DETAILED BELOW:

<u>FUND DEPARTMENT</u>	<u>TR. TO LINE ITEM</u>	<u>TR FROM LINE ITEM</u>	<u>AMOUNT</u>	<u>ADJ. BALANCE</u>
CD Salaries & Wages	01-460-14-000-00	01-458-19-009-00	9000.00	49.00
REC Phone	22.450.32.012.00	22.457.19.003.00	400.00	94.00
REC Electric	22.450.36.080.00	22.457.19.003.00	9000.00	4853.00

ADOPTED:


December 11, 2019

By the following vote~

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

Nays: None (0)

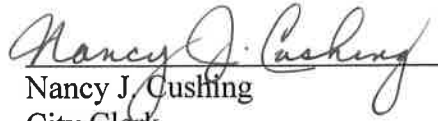
Absent: Mrs. Stanton, Mr. Vitovich, Mr. Williams. (3)



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. **10235** as the same was adopted by the City Council of the City of Johnstown, Pennsylvania.



Nancy J. Cushing
City Clerk

CITY OF JOHNSTOWN, PENNSYLVANIA

RESOLUTION NO. 10236

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOHNSTOWN, PENNSYLVANIA, AUTHORIZING THE INTERIM CITY MANAGER TO MAKE ALL LINE ITEM ADJUSTMENTS NECESSARY FOR THE MONTH OF DECEMBER 2019 TO BRING SAID LINE ITEMS INTO A POSITIVE BALANCE. THE ACTING CITY MANAGER IS LIMITED IN THIS RESPECT TO THE TOTAL AMOUNT OF EXPENDITURES BUDGETED FOR THE 2019 YEAR. THE ACTING CITY MANAGER MAY NOT MAKE ADJUSTMENTS BEYOND THE TOTAL EXPENDITURES BUDGETED FOR THE 2019 YEAR.

THE INTERIM CITY MANAGER WILL REPORT TO THE CITY COUNCIL THE ADJUSTMENTS THAT WERE MADE IN DECEMBER AT THE JANUARY 2020 COUNCIL MEETING. THE REPORT WILL SHOW LINE ITEM ADJUSTMENTS WITHIN A DEPARTMENT. THE REPORT WILL ALSO SHOW LINE ITEM ADJUSTMENTS FROM ONE DEPARTMENT TO ANOTHER THAT NORMALLY WOULD REQUIRE A RESOLUTION.

ADOPTED:

December 11, 2019

By the following vote:

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

Nays: None (0)

Absent: Mrs. Stanton, Mr. Vitovich, Mr. Williams. (3)



Frank J. Janakovic, Mayor
Marie Mock, Deputy Mayor

ATTEST:

I do hereby certify the forgoing is true and correct of Resolution No. **10236** as the same adopted by City Council of the City of Johnstown, Pennsylvania.



Nancy J. Cushing, City Clerk

CITY OF JOHNSTOWN, PENNSYLVANIA

RESOLUTION NO. 10237

TAX AND REVENUE ANTICIPATION NOTE

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOHNSTOWN, PENNSYLVANIA, AUTHORIZING THE ISSUANCE OF A TAX AND REVENUE ANTICIPATION NOTE; PROVIDING FOR THE INTEREST RATE, MATURITY DATE, AND REDEMPTION PROVISIONS IN RESPECT OF THE NOTE; ACCEPTING THE PROPOSAL OF 1ST SUMMIT BANK FOR THE PURCHASE OF THE NOTE; AUTHORIZING THE PROPER OFFICERS TO EXECUTE ALL ACTS NECESSARY FOR ISSUANCE AND SECURING THE NOTE; AUTHORIZING AND DIRECTING THE PREPARATION AND FILING OF ALL DOCUMENTS REQUIRED BY THE PENNSYLVANIA DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT; AND REPEALING INCONSISTENT RESOLUTIONS

WHEREAS, the City of Johnstown ("Local Government Unit") expects to receive current revenues, as yet uncollected, during the first two quarters of fiscal year ending December 31, 2020; and

WHEREAS, the Local Government Unit will have inadequate funds for operating expenditures during the first two quarters of 2020 based on funds flow analysis of tax receipts; and

WHEREAS, the Local Government Unit has determined that it is necessary to borrow for the purpose of meeting expenses during the first two quarters of 2020 by issuing a note, to be repaid from anticipated revenues, and

WHEREAS, 1st Summit Bank has submitted to the Local Government unit a proposal to purchase a tax anticipation note of the Local Government Unit and the Local Government Unit desires by the adoption of this resolution to accept such proposal and authorize the issuance and sale of its tax and revenue anticipation note;

NOW, THEREFORE, BE IT RESOLVED, by the City Council (hereafter the "Governing Body") of the Local Government Unit that:

SECTION 1. The Local Government Unit hereby authorizes the issuance of a tax and revenue anticipation note in the amount of up to \$1,000,000 in anticipation of the receipt of 2020 taxes and revenues to be sold at private sale.

SECTION 2. The note shall be in the denomination of \$1,000,000, shall be redeemable at any time at the option of the officers of the Local Government Unit without penalty or premium, shall bear interest at 2.55 % shall mature on December 31, 2020, and shall be payable at the 125 Donald Lane, Johnstown, PA 15904 office of the lender.

SECTION 3. The proposal of the 1st Summit Bank to purchase the note dated December 5, 2019 is hereby accepted and shall be incorporated into the minutes of this meeting. A true and correct copy of said Proposal is attached here to as Exhibit A, and the appropriate executive officers are hereby authorized and directed to execute and deliver a duplicate original of the acceptance of said proposal to the Lender.

SECTION 4. The Local Government Unit hereby pledges to the Lender and grants to the Lender a first lien and charge on its taxes and revenues to be received during the period when the note is outstanding to secure the payment of the indebtedness evidenced hereby and the interest thereon.

SECTION 5. Payment of principal and interest shall be made in the following amounts and on the following dates:

Interest due date -	Based on outstanding balance -	Monthly
Principal due -	\$1,000,000	December 31, 2020

SECTION 6. The appropriate executive officer be and hereby is authorized and directed to execute and deliver in the name of, on behalf of, and under the seal of, the Local Government Unit, the tax and revenue anticipation note in the form and containing terms described above, and the Director of Finance of the Local Government Unit be and hereby is authorized and directed to attest the same.

SECTION 7. The appropriate executive or fiscal officer be and hereby is authorized and directed to prepare or cause to be prepared and file a Certificate as to Taxes and Revenues to be Collected as required by Section 8128 of the Local Government Unit Debt Act.

SECTION 8. The executive officers of the Local Government Unit be and hereby are authorized and directed to perform all acts which are necessary and proper for the valid issuance and securing of the note.

SECTION 9. (a) The Local Government Unit hereby covenants with the registered owners from time to time of the Note that it will make no use of the proceeds of the Note which, if such use had been reasonably expected on the date of issue of the Note, would have caused the Note to be an "arbitrage bond" within the meaning of Section 148 of the Code and the regulations there under, and that it will comply with the requirements of that Section and such regulations throughout the term of the Note.

(b) If the principal amount of the Note plus the aggregate principal amount of all other tax-exempt obligations (other than private activity bonds) issued and to be issued by the Local Government Unit (including, without limitation, any deemed as issued by the Local Government Unit under the issuer aggregation rules of Section 148 (f) (4) (D) (ii) of the Code) during the calendar year in which the Note is to be issued exceeds \$5,000,000, and if the gross proceeds of the Note are invested at a yield greater than the yield on the Note and are not expended within six (6) months from the date of issuance or deemed to have been expended pursuant to the safe harbor rules for tax and revenue anticipation notes contained in Section 148 (0 (4) (B) (iii) of the Code, the Local Government Unit covenants that it will rebate to the U.S. Treasury, within sixty (60) days after the maturity date of the Note, an amount equal to the excess of (x) all investment income derived from investing the proceeds of the Note over (y) the amount which would have been derived from the investment of the proceeds of the Note at a yield not in excess of the Yield on the Note.

(c) The Local Government Unit reasonably anticipates that it will not issue more than \$10,000,000 principal amount of tax-exempt obligations during the calendar year ending December 31, 2017 and hereby designates the Note as a "qualified tax exempt obligation" within the meaning of Section 265 (h) (3) of the Code. The Local Government Unit hereby designates the Note as a "qualified tax exempt obligation" pursuant to Section 265 (b) (3) of the Code and represents and covenants that the total amount of its obligations so designated and to be designated during the calendar year in which the Note is to be issued does not and will not exceed \$10,000,000 (including, without limitation, any deemed as issued by the Local Government Unit under the issuer aggregation rules of Section 265 (b) (3) (E) of the Code or allocated thereto under the issue allocation rules of Section 265 (b) (3) (C) (iii) of the Code).

(d) The Local Government Unit hereby covenants that at the time of execution of the Note and at the time or times that it is issued funds pursuant to the Note, that it will have in place an approved and balanced budget and that it will not make a material amendment or change to the adopted budget without the consent of the Purchaser.

(e) The Local Government Unit hereby covenants that at the time of execution of the Note and at the time or times that it is issued funds pursuant to the Note, that it is in compliance with any applicable terms and conditions of the Financially Distressed Municipalities Act, 53 P.S. Sections 11701.101 et. seq., as may be amended from time to time (the "Distressed Municipalities Act"), as well as any regulations promulgated there under.

SECTION 10. All filing fees and all fees and expenses of the Local Government Unit's Solicitor, of the Purchaser, and of the counsel to the Purchaser incurred in connection with issuance of the Note will be paid by the Local Government Unit. The proper officers are hereby authorized and directed to pay all such reasonable fees and expenses at the time of settlement on the Note issue. In the event of any default under the Note or hereunder, the Local Government Unit agrees to pay the reasonable fees and expenses of the registered owners of the Note (including court costs and attorneys' fees) incurred in collecting the amounts due under the Note.

SECTION 11. This Resolution is hereby deemed to be, and shall be, a contract with the registered owners, from time to time, of the Note.

SECTION 12. All prior resolutions or parts thereof inconsistent herewith are hereby repealed.

ADOPTED:

December 11, 2019

By the following vote:

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

Nays: None (0)

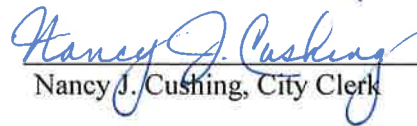
Absent: Mrs. Stanton, Mr. Vitovich, Mr. Williams. (3)



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. **10237** as the same was adopted by the City Council of the City of Johnstown, Pennsylvania.



Nancy J. Cushing, City Clerk

1ST SUMMIT BANK



December 5, 2019

Council Members
City of Johnstown
401 Main St
Johnstown, PA 15901

RE: Loan Proposal

Dear Council Members:

We are pleased to offer this proposal for a \$1,000,000.00 Tax Anticipation Note for the City of Johnstown.

Purpose:	Tax Anticipation Note for 2020
Borrower:	City of Johnstown
Loan Amount:	\$1,000,000.00
Interest Rate:	2.55% Fixed, bank qualified tax-exempt
Term:	One (1) Year
Payment:	11 monthly payments of interest only and in one (1) final payment all remaining principal and interest due
Loan Fees:	N/A
Security:	Security interest (via UCC-1 Filing) on all future Taxes and Revenues due to the City
Additional Provision:	1.) Receipt of a legal opinion in a form acceptable to the Bank, including without limitation that the interest on the loan is federally tax-exempt and that the loan is a "qualified tax-exempt obligation" within the meaning of section 265 (b)(3) of the Internal Revenue Code of 1986, as amended

2.) Solicitor to ensure compliance with all filings by the Local Government Unit Debt Act

125 Donald Lane
Post Office Box 5480
Johnstown, PA 15904
Telephone: 814-262-4000
Facsimile: 814-269-4612
www.1stsummit.com

Experience the Difference

1ST SUMMIT BANK

Council Members
City of Johnstown
December 5, 2019
Page (2)



3.) Borrower to provide Annual CPA Audited Financial Statements

4.) Bank to be represented by independent counsel

5.) Loan proceeds are available in multiple non-revolving advances

We are pleased to offer this proposal to the City of Johnstown. The proposal will expire December 13, 2019 unless extended in writing by the Bank. If accepted, any final commitment will require final approval by the appropriate Bank loan committees.

If you have any questions concerning the contents of this proposal, please feel free to call me at (814) 262-4031. We look forward to hearing from you. Thank you for this opportunity.

Sincerely,

John E. Kubinsky
Executive Vice President &
Senior Loan Group Head

Accepted:

City of Johnstown

By: _____

Its: _____

Date: _____

CITY OF JOHNSTOWN, PENNSYLVANIA
RESOLUTION NO. 10238

A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF JOHNSTOWN, CAMBRIA COUNTY, PENNSYLVANIA SELECTING A PROPOSAL FOR RENEWAL OF THE CITY GENERAL LIABILITY AND WORKERS' COMPENSATION INSURANCE PLAN(S) EFFECTIVE JANUARY 1, 2020 AND AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE ANY/ALL AGREEMENTS AND NOTICES NECESSARY TO EFFECTUATE SAME.

WHEREAS, the City of Johnstown has received proposals pertinent to the renewal of the City's General Liability and Workers' Compensation insurance plan; and

WHEREAS, the proposals submitted are based on a one-year term commencing January 1, 2020 for the underlying insurance policy and a proposed premium applicable for the period of January 1, 2020 through December 31, 2020; and

WHEREAS, Council wishes to select the General Liability and Workers' Compensation insurance plan proposal and corresponding plan agreement(s) submitted by Arthur J. Gallagher, for the relevant amount of \$547,440 representing overall plan cost and as further detailed in the proposal attached hereto.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Johnstown, that the City of Johnstown hereby selects and approves the proposal of Arthur J. Gallagher, for renewal of the City's General Liability and Workers' Compensation Insurance Plan effective January 1, 2020, at a cost of \$547,440 and further hereby authorizes the Interim City Manager to execute any/all agreements and notices necessary to effectuate same.

ADOPTED:

December 11, 2019

By the following Vote:

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

Nays: None (0)

Absent: Mr. Vitovich, Mr. Williams, Mrs. Stanton. (3)



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. **10238** as the same adopted by the City Council of the City of Johnstown, Pennsylvania.



Nancy J. Cushing, City Clerk



Insurance | Risk Management | Consulting

City of Johnstown
2020 Renewal

	2019	2020	2020 TRAVELERS		2019 Exposures	2020 Exposures	% in Exposures
Property & Inland Marine	McKee/AmTrust \$61,492	McKee/AmTrust \$66,782	\$66,385	Blanket Limit	\$78,964,130	\$78,964,130	0%
Crime Package	included \$137,158	\$2,123 \$141,262	\$879				
General Liability	Included in CPK \$92,027	Included in CPK \$98,795	see below \$32,612				
Auto			\$66,076				
Law Enforcement	Included in CPK	Included in CPK	\$48,671				
Public Entity Mgmt Liab.	Included in CPK	Included in CPK	\$21,097				
Umbrella	\$26,767	\$19,548	\$20,799				
Total Package Premium	\$317,444	\$328,510	\$256,519				
Cyber Liability	\$10,005	\$5,234	\$5,234	Cyber Deductible	\$15,000	\$5,000	
Social Engineering Limit	\$100,000	\$100,000	\$100,000	Social Engineering Deductible	\$25,000	\$5,000	
Workers' Compensation	\$285,888	\$285,687	\$285,687	Total Payroll	\$6,430,412	\$6,559,020	2%
				Exp Mod	0.774	0.831	-5%
				Safety Committee Credit	-5%		
				Scheduled Debit/Credit	25% Debit	25% Debit	
Grand Total	\$613,337	\$619,431	\$547,440				

IMPORTANT NOTES

Cyber Liability: Option to increase Social Engineering Limit to \$250,000, with a \$10,000 Social Engineering deductible; Additional Premium: \$249

QUOTE CONTINGENCIES

Travelers cannot bind the inland marine coverage without a list of equipment that includes a value for each piece of equipment.
Travelers will need documentation to backup the values for the fire trucks that are more than 10 years old.
Travelers will most likely schedule a loss control visit.

CITY OF JOHNSTOWN, PENNSYLVANIA

RESOLUTION NO. 10239

A RESOLUTION OF CITY COUNCIL OF THE CITY OF JOHNSTOWN, PENNSYLVANIA AUTHORIZING THE INTERIM CITY MANAGER TO SIGN A CONTRACT FOR THE CONTINUATION OF POLICE SERVICES WITH THE JOHNSTOWN HOUSING AUTHORITY FOR THE SOLOMON, PROSPECT, COOPERSDALE & OAKHURST COMMUNITIES UPON REVIEW OF THE CITY SOLICITOR.

WHEREAS, The Johnstown Housing desires to purchase Police Services from the City of Johnstown Police Department to patrol the areas known as the Solomon, Prospect, Coopersdale and Oakhurst Communities, and

WHEREAS, the Johnstown Housing Authority makes funds available from their Capital Fund Budget for patrol and drug elimination activities in the above mentioned communities, and

WHEREAS, the Johnstown Housing Authority agrees to pay the City of Johnstown \$292,582 for services and hours identified in the attached contract for Housing Communities in the City of Johnstown for the 2020 Fiscal Year, and

WHEREAS, the City of Johnstown Police Department is trained and equipped to handle this request, and

WHEREAS, it is the desire of the City of Johnstown to provide these services in accordance with the agreement that the Johnstown Housing Authority has presented.

THEREFORE IT BE RESOLVED, THE CITY OF JOHNSTOWN, PENNSYLVANIA AUTHORIZING THE INTERIM CITY MANAGER TO SIGN A CONTRACT FOR THE CONTINUATION OF POLICE SERVICES WITH THE JOHNSTOWN HOUSING AUTHORITY FOR THE SOLOMON, PROSPECT, COOPERSDALE & OAKHURST COMMUNITIES UPON REVIEW OF THE CITY SOLICITOR.

ADOPTED:


December 11, 2019

By the following vote:

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

Nays: None (0)


Absent: Mrs. Stanton, Mr. Vitovich, Mr. Williams. (3)



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. **10239** as the same adopted by the City Council of the City of Johnstown, Pennsylvania.



Nancy J. Cushing, City Clerk

AGREEMENT

THIS AGREEMENT, made this 1st day of January, 2020 by and between the **JOHNSTOWN HOUSING AUTHORITY**, a state agency, existing under the laws of the Commonwealth of Pennsylvania (hereinafter referred to as "Authority"),

AND

CITY OF JOHNSTOWN, Pennsylvania, a municipal corporation existing under the laws of the Commonwealth of Pennsylvania (hereinafter referred to as "City").

WITNESSETH:

WHEREAS, the Authority desires to implement management improvements to its community housing projects known as Solomon Community, Prospect Community, Coopersdale Community, and Oakhurst Community, all located within the City of Johnstown, County of Cambria and State of Pennsylvania; and,

WHEREAS, the City currently provides police protection to the Solomon Community, Prospect Community, Coopersdale Community and Oakhurst Community as it is required pursuant to the local governmental Cooperation Agreement; and,

WHEREAS, the Authority is experiencing criminal and illegal drug activities in its Solomon Community, Prospect Community, Coopersdale Community and Oakhurst Community; and,

WHEREAS, the Authority wishes to use its' Capital Fund Program funds for drug elimination activities at its Solomon Community,

Prospect Community, Coopersdale Community, and Oakhurst Community;
and

WHEREAS, the Authority desires the implementation through the provision of additional hours of police protection and anti-drug measures be taken for the residents of the Solomon Community, Prospect Community, Coopersdale Community and Oakhurst Community, designed to prevent the abuse of drugs and alcohol among the residents of the various communities; and

NOW, THEREFORE, for and in consideration of the promises which are incorporated and the mutual promises, covenants, and agreements hereinafter set forth, the Authority and the City, with intent to be legally bound, agree as follows:

1. The City agrees that it will provide, for a period of one (1) year, beginning January 1, 2020 two (2) additional patrol zones. One of the patrol zones would be the Solomon Community and the Prospect Community. The second patrol zone would be the Coopersdale Community and the Oakhurst Community.

(a) The patrol zones will be manned in accordance with the attached schedule. (See EXHIBIT A and EXHIBIT C)

(b) The cost of additional police officers would be approximately \$292,582.00 per year.

(c) Officers would not be allowed to respond to calls outside the Solomon Community, Prospect Community, Coopersdale Community and Oakhurst Community except in the cases of extreme emergencies. This period of time would then be deducted from any payments to be

made by the Authority to the City.

(d) This will allow an officer to be available at all sites to take complaints immediately and respond to residents' request.

(e) The Authority will make available an office at each community so that the police officer can be available to meet with residents and take any complaints.

2. In consideration for the provision of additional police service for the Solomon Community, Prospect Community, Coopersdale Community, and Oakhurst Community, and for performance of all other obligations undertaken by the City pursuant to this Agreement, the Authority agrees to pay the total sum not in excess of Two Hundred Ninety Two Thousand Five Hundred Eighty Two Dollars and 00/100 (\$292,582.00), paid over a one (1) year period as set forth hereafter:

a. Payments to the City pursuant to this Agreement shall only cover Capital Fund Program eligible police services provided to the Authority by the City Police Department pursuant to Section 1, and subsection (a) (b) (c) (d) and (e) of Section 1 of this Agreement.

b. Twelve (12) monthly installments of a maximum of Twenty Four Thousand Three Hundred and Eighty One Dollars and 84/100 (\$24,381.84) per month.

c. Installments beginning February 10, 2020, and on the 10th of each month thereafter, in consideration for all additional police services and all Capital Fund Programs eligible services provided by the City between January 1, 2020 and December 31, 2020.

d. The first installment of February 10, 2020 shall be Twenty Four Thousand Three Hundred and Eighty One Dollars and 84/100 (\$24,381.84). Thereafter monthly payments shall be based upon the actual Capital Fund Program eligible payments based upon the services provided for the previous months.

3. The City will have the affirmative obligation of documentation to the Authority that the services are Capital Fund grant-eligible and that no part of any payment made by the Authority pursuant to this Agreement are used for the payment of policy liability insurance or any type of equipment used in law enforcement. Payments to the City pursuant to this Agreement shall be used by the City in compliance with the provisions of the Comprehensive Grant Handbook. (See attached EXHIBIT B)

4. It is agreed between the Authority and City that meetings between a representative of the Authority and the Chief or designee of the City Police Department will be held as needed or by request to review the operation and implementation of this Agreement.

5. If after the end of one (1) year funds are still available from HUD to the Authority and the City continues to perform under this Agreement and agrees to a continuation of this agreement the Authority will renew the Agreement as long as the City performs and grant funds are available. The cost will be negotiated between the parties at that time.

6. The City shall implement a procedure sufficient to accurately document the additional police services provided and

provide such documentation to the Authority on a monthly basis. Such procedure shall include daily preparation of time sheets and documentation of written work assignments of which copies will be provided each month to the Authority, along with a monthly report of the hours charged against the payments made by the Authority. The aforementioned documentation must be submitted with the monthly invoice by the 10th day of the month, beginning February 10, 2020.

7. Between the dates these reports are due, the Authority shall have the right to inspect all time sheets and work assignment and other documentation, upon twenty-four (24) hours written notice to the City.

8. The City's additional hours of police services at the Solomon Community, Prospect Community, Coopersdale Community and Oakhurst Community to be provided pursuant to this Agreement will include but shall not be limited to:

- a. Foot patrol;
- b. Monitoring of parking and other areas believed to be sites for illegal drug transactions;
- c. Undercover surveillance and investigation, to be provided in order to identify and bring to prosecution individuals conducting illegal activity;
- d. Patrol by automobile;
- e. Drug prevention; and
- f. Court appearances.

9. The City will share information obtained pursuant to this

Agreement with the state police or other law enforcement bodies engaged in enforcement of illegal drug activity and other criminal activities.

10. The City will be required to share information obtained pursuant to these services provided under this Agreement with Authority management as to particular housing units and individuals observed to be conducting illegal activities at the Solomon Community, Prospect Community, Coopersdale Community and Oakhurst Community. This information shall include, but not be limited to activities which constitute lease violations or criminal violations.

11. The City's Police Officers shall have full police powers and are to be fully certified, trained, properly equipped, and uniformed; they are to be employees of the City, which will supervise and direct its officers.

12. The City shall carry public liability, workmen's compensation, unemployment compensation and vehicle liability insurance and such other necessary and proper insurance.

13. The City's Police Officers shall be available as witnesses and give testimony in judicial hearings.

14. The City shall maintain and retain for inspection accurate books, records, and documents that pertain to costs, labor and expenses, and be in such detail to reflect all expenditures incurred under this Agreement; such books, records and documents shall be kept in accordance with generally accepted accounting

principals and be preserved for at least three (3) years beyond expiration of this Agreement.

15. If the City defaults in the performance of this Agreement or materially breaches any of its provisions, the Authority shall have the option to terminate this Agreement and the City must provide monetary restitution for ineligible expenditures.

16. The Authority must give written notification of its election to terminate and of restitution due by registered or certified mail to the City.

17. The following actions will constitute material breaches of this Agreement by the City:

a. Failure to adequately document additional police protection as required;

b. Failure to provide the promised additional police protection; and

c. Billing the Authority for services which are determined to be non-comprehensive grant-eligible services.

18. This Agreement may be terminated by the City in the event that the Authority has failed to pay any installments due under this Agreement for a period in excess of ten (10) days from the date the installment is due, by giving thirty (30) days written notice of intention to terminate to the Authority. Such notice shall be given by registered or certified mail to the Authority. Termination will not take effect, and the City shall be required to be obligated to perform under this Agreement until the Authority

fails to make all the required payments within thirty (30) days of receipt of the Notice of intention to terminate.

19. It is understood by the parties that no agency relationship exists with regard to law enforcement services provided pursuant to this Agreement, and that the City remains solely responsible for the actions of its police department in the performance of the services rendered hereunder.

20. It is acknowledged by the parties that this Agreement shall not become effective until it is approved by the U.S. Department of Housing and Urban Development (HUD). The purpose of this Agreement is to provide additional police protection for the Solomon Community, Prospect Community, Coopersdale Community, and Oakhurst Community of the Johnstown Housing Authority. In the event that the Capital Fund Program funding is reduced, eliminated, or otherwise terminated by HUD during the term of this Agreement, the Authority may elect to terminate this Agreement, effective after sixty (60) days written notice and verification to the City of the reduction, elimination, or termination of the Capital Fund Program payments. The Authority shall be liable to the City solely for the extra police protection of the Capital Fund Program eligible services performed by the City in compliance with this Agreement up to the date the termination is effective.

21. This Agreement contains the entire understanding of the parties with respect to the matters of the additional police service. No other agreement, statement, or promise made by any

party, or any employees, officer, or agent of any party, which is not contained in this Agreement shall be binding and/or valid.

22. If any term, provision, covenant or condition of this Agreement is held by a Court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provision shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

23. The validity of this Agreement, and any of its terms or provisions as well as the rights and duties of the parties hereunder shall be pursuant to and in accordance with the laws of the Commonwealth of Pennsylvania.

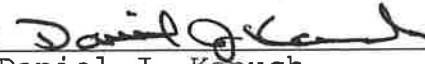
24. Any notice to be given hereunder by either party or to the other shall be in writing and may be effected by personal delivery in writing or registered or certified mail. Notice to the City shall be made to City of Johnstown, City Hall, Corner of Main and Market Street, Johnstown, Pennsylvania 15901, and to the Authority at P.O. Box 419, Johnstown, Pennsylvania 15907.

Executed this 18TH day of NOVEMBER, 2019 by and between the Johnstown Housing Authority and the City of Johnstown at Johnstown, Pennsylvania, with intent to be legally bound.

ATTEST:

JOHNSTOWN HOUSING AUTHORITY:

By 
SEAL

By 
Daniel J. Kanuch
Executive Director/
Contracting Officer

ATTEST:

CITY OF JOHNSTOWN:

By 
SEAL

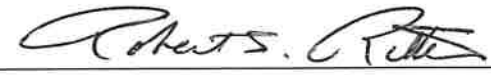
By 
Acting City Manager

EXHIBIT A

	SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
DAYLIGHT		10A-3PM	10A-3PM	10A-3PM	10A-3PM	10A-3PM	
4PM-12PM	1	1	1	1	1	2	2
8PM-4AM	2	2	2	3	3	3	2
12AM-8AM	3	4	4	4	4	4	3

*Single Coverage from 4 PM - 8 PM & 4 AM - 8 AM

may include, but are not limited to, activities such as project area needs surveys or other developmental activities directly related to carrying out the modernization. Business development or operating financial assistance may be funded through revolving loan funds, following the issuance of guidance from Headquarters.

4-10 RESIDENT MANAGEMENT COSTS. Technical assistance to a Resident Council (RC) or Resident Management Corporation (RMC), as defined in §964.7 for PHAs, or Resident Organization (RO) or RC, as defined in §905.355 for IHAs, is an eligible cost. For additional information, refer to §964.45 or §905.355. In addition, the PHA may contract with an RC or RMC/RO to carry out any improvement or activity. Examples of eligible management improvement costs related to resident capacity-building and resident management include:

- A. Determination of the feasibility of resident management to carry out management functions for a specific development or developments;
- B. Training of residents in skills directly related to the operations and management of the development(s) for potential employment by the RMC;
- C. Training of RMC board members in community organization, board development, and leadership; and
- D. Assistance in the formation of the RMC.

4-11 RESIDENT HOMEOWNERSHIP COSTS. The Department strongly encourages all PHAs to actively seek homeownership opportunities for public housing residents. Eligible costs are limited to the study of the feasibility of converting rental to homeownership units, the preparation of the application to HUD for conversion to homeownership, and the rehabilitation of the rental units before conversion.

Section 4. Drug Elimination Costs

4-12 DRUG ELIMINATION COSTS. The Department strongly encourages all PHAs to take an active leadership role in eliminating illegal drugs from public housing developments. The Department recognizes that the elimination of drugs in public housing and the protection of public housing property require the cooperation of the local/tribal government and the provision of resources beyond that which are available to support the Public and Indian Housing Program. [§968.310(u) or §905.666(u)]

A. Local Government Cooperation and Other Public/Private Resources.

1. Although Federal funds provide primary support, public housing cannot be operated successfully without the involvement of the local/tribal government and local community. Accordingly, the PHA is required to develop the Comprehensive Plan in consultation with both local/tribal government officials and residents (see Chapter 5).
2. In developing the Comprehensive Plan, the PHA is required to identify any drug-related problems and management and physical improvements needed to address the problems. A required document under the Comprehensive Plan is Form HUD-52835, Local Government Statement (see paragraph 6-11). In that statement, the chief executive officer or Indian tribal official of the unit of general local government or Indian tribe is required to certify, among other things, that the PHA's proposed drug elimination activities are coordinated with and supportive of local drug elimination strategies and neighborhood improvement programs.
3. Where possible, the primary source of funding for non-physical drug elimination activities should be the Drug Elimination Program. However, under no circumstances shall there be duplicative funding of the same activity.

B. Cooperative Arrangements with Local Police Departments. Under the terms of the Cooperation Agreement between the local/tribal government and the PHA, the local/tribal government is responsible for providing the same level of services (police, fire, trash collection) to public housing as are provided to other neighborhoods. Therefore, CGP funds may be used to pay for the cost of additional on-duty police only where such police will provide additional security and protective services over and above those for which the local/tribal government is contractually obligated to provide under the Cooperation Agreement. The additional services shall be verifiable through time sheets and written work assignments. In such case, CGP funds may be used to contract on a sole source basis, under an intergovernmental agreement (see §85.36(b)) with the local/tribal government for the salaries and employee benefit contributions of the additional on-duty police, but not for the related liability insurance or equipment which is the responsibility of the local/tribal government.

C. Eligible Management Improvements. Examples of eligible management improvements related to drug elimination activities include:

1. Hiring of additional staff to coordinate the provision of appropriate social services, such as drug education and treatment referral programs, by local/tribal government or other public and private entities;
2. Hiring of security guards through individual employment contracts with residents or professional staff or guard services using competitive proposal or small purchase procurement procedures. All personnel employed shall be required as a condition of employment to meet all relevant State and local/tribal insurance, training, licensing, or other similar requirements;
3. Development and implementation of improved screening procedures for prospective residents;
4. Development of more timely and effective management techniques for dealing with disruptive residents and drug-related crime;
5. Organization and training of unarmed voluntary resident patrols to work cooperatively with the local/tribal law enforcement agencies;
6. Development and implementation of improved communication and coordination with local/tribal law enforcement agencies; and
7. Hiring of investigators to investigate drug-related crime in and around the development(s) or to provide evidence relating to any such crime in any administrative or judicial proceedings.

D. Eligible Physical Improvements. Examples of eligible physical improvements related to drug elimination activities include:

1. Installation of security hardware and additional lighting;
2. Creation of defensible space through redesign of entrances, common areas or other structural elements;
3. Provision of fencing around the perimeter of the development;
4. Conversion of a dwelling unit into nondwelling space or construction of nondwelling space for use by project management.

resident patrols, security guards, or local/tribal law enforcement agencies;

5. Stabilization of buildings through consolidating occupied units into a specific area and securing vacant units/floors; and
6. On behalf of security guards or resident patrols, purchase of non-dependable equipment, such as walkie-talkies and purchase of uniforms, caps, shoes, bulletproof vests, flak jackets, etc., which are specific to their assignments and necessary to carry out their responsibilities.

Section 5. Lead-Based Paint (LBP) Costs

4-13 LBP Costs. The following costs related to LBP are eligible costs:

- A. Professional Risk Assessment. Eligible costs include professional assessments of the risks of LBP poisoning through dust and soil sampling and laboratory analysis in all developments constructed before 1980, whether or not they are incurred in connection with LBP insurance. Costs for such assessments that were incurred or disbursed in FFY 1991 from other than modernization funds are eligible to be paid or reimbursed from OGP funds in FFY 1992. Headquarters will be issuing additional guidance.
- B. Interim Containment. Eligible costs include taking interim measures, before abatement, to reduce and contain the risks of LBP poisoning recommended by the professional risk assessments in subparagraph A. Interim measures include cleaning dwelling structures with high-efficiency particulate air (HEPA) vacuums and high-phosphate washes (at least 5% trisodium phosphate (TSP)), and repairing and repainting non-intact painted surfaces. Headquarters will be issuing additional guidance.
- C. Testing. Eligible costs include testing for LBP at a specific development or random testing of multiple developments.
- D. Abatement. Eligible costs include abatement of LBP on applicable surfaces that testing has identified as having LBP which is at or exceeds 1.0 mg/cm² or 5% by weight. Eligible costs also include worker protection, containment, clean-up, wipe-testing, and disposal of LBP debris.
- E. Insurance. Eligible costs are limited to insurance coverage for pollution

Daniel J. Kanuch
Executive Director

Beverly A. Sipes
Deputy Executive Director



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Johnstown, PA 15907
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TDD: (814) 535-2711
www.jhaonline.org

April 26, 2018

MR ROBERT JOHNSON
POLICE CHIEF
CITY OF JOHNSTOWN
POLICE DEPARTMENT
PUBLIC SAFETY BUILDING
401 WASHINGTON STREET
JOHNSTOWN PA 15901

Dear Mr. Johnson

I am in receipt of your correspondence dated April 23, 2018 regarding Adjustment of Housing Contract Hours. We agree to the adjustment of hours and will include your correspondence as an attachment to the Police Agreements.

On behalf of the Johnstown Housing Authority, I would like to thank you and your staff for the service you provide.

If you have any questions, please do not hesitate to call.

Sincerely

Daniel J. Kanuch
Executive Director

bs



DATE: April 23, 2018

SUBJECT: Adjustment of Housing Contract Hours

TO: Daniel J. Kanuch
Executive Director
Johnstown Housing Authority

FROM: Robert F. Johnson RFJ
Chief of Police, City of Johnstown

REFERENCE: (a) Amended Housing contract correspondence dated
March 22, 2018.

1. As per our conversation I had asked to revise our current shift allocation of 8PM – 4AM to 7PM – 3AM with regard to all housing communities.

2. This will create a greater presence in the communities as a call volume study has shown little to no call response activity after 3AM. It is our intention to continuously monitor this and should we observe a consistent reallocation of call times beyond 3AM we shall revert to the 8PM - 4AM shift.

3. This change will in not affect the number of days dedicated police patrols will be in each community.

CITY OF JOHNSTOWN, PENNSYLVANIA

RESOLUTION NO. 10240

A RESOLUTION OF CITY COUNCIL OF THE CITY OF JOHNSTOWN, PENNSYLVANIA AUTHORIZING THE INTERIM CITY MANAGER TO SIGN A CONTRACT FOR CONTINUATION OF POLICE SERVICES WITH THE JOHNSTOWN HOUSING AUTHORITY FOR THE VINE STREET, FULTON I. CONNOR & TOWN HOUSE TOWERS UPON REVIEW OF THE CITY SOLICITOR.

WHEREAS, The Johnstown Housing desires to purchase Police Services from the City of Johnstown Police Department to patrol the areas known as the Vine Street Tower, Fulton Conner Tower & Town House Tower

WHEREAS, the Johnstown Housing Authority makes funds available from their Capital Fund Budget for patrol and drug elimination activities in the above mentioned communities, and

WHEREAS, the Johnstown Housing Authority agrees to pay \$66,246 to pay for the cost necessary to cover one full time officer to address the service agreement associated with this contract for the 2020 Fiscal Year, and

WHEREAS, the City of Johnstown Police Department is trained and equipped to handle this request, and

WHEREAS, it is the desire of the City of Johnstown to provide these services in accordance with the agreement that the Johnstown Housing Authority has presented.

THEREFORE, BE IT RESOLVED, THE CITY OF JOHNSTOWN, PENNSYLVANIA AUTHORIZING THE INTERIM CITY MANAGER TO SIGN A CONTRACT FOR THE CONTINUATION OF POLICE SERVICES WITH THE JOHNSTOWN HOUSING AUTHORITY FOR THE VINE STREET, FULTON I. CONNOR & TOWN HOUSE TOWERS UPON REVIEW OF THE CITY SOLICITOR.

ADOPTED:


December 11, 2019

By the following vote:

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

Nays: None (0)

Absent: Mrs. Stanton, Mr. Vitovich, Mr. Williams. (3)



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. 10240 as the same adopted by the City Council of the City of Johnstown, PA.



Nancy J. Cushing, City Clerk

AGREEMENT

THIS AGREEMENT, made this 1st day of January, 2020 by and between the **JOHNSTOWN HOUSING AUTHORITY**, a state agency, existing under the laws of the Commonwealth of Pennsylvania (hereinafter referred to as "Authority"),

AND

CITY OF JOHNSTOWN, Pennsylvania, a municipal corporation existing under the laws of the Commonwealth of Pennsylvania (hereinafter referred to as "City").

WITNESSETH:

WHEREAS, the Authority desires to implement management improvements to its community housing developments known as the Vine Street Tower, Fulton I. Connor Tower and Town House Tower all located within the City of Johnstown, County of Cambria and State of Pennsylvania; and,

WHEREAS, the City currently provides police protection to the Vine Street Tower, Fulton I. Connor Tower and Town House Tower as it is required pursuant to the local governmental Cooperation Agreement; and,

WHEREAS, the Authority wishes to use its' Capital Fund Program funds for security activities at Vine Street Tower, Fulton I. Connor Tower and Town House Tower; and

WHEREAS, the Authority desires the implementation through the provision of additional hours of police protection and security

measures be taken for the residents of Vine Street Tower, Fulton I. Connor Tower and Town House Tower; and

NOW, THEREFORE, for and in consideration of the promises which are incorporated and the mutual promises, covenants, and agreements hereinafter set forth, the Authority and the City, with intent to be legally bound, agree as follows:

1. The City agrees that it will provide, for a period of one (1) year, beginning January 1, 2020 a full-time certified police officer to patrol the Vine Street Tower, Fulton I. Connor Tower and Town House Tower.

(a) The patrol officer will patrol as follows: from 8:00 p.m. to 4:00 a.m., Sunday through Thursday, eight (8) hours per day, the officer will cover Vine Street Tower, Fulton I. Connor Tower and Town House Tower. (SEE ATTACHMENT A)

(b) Additional foot patrols will be provided over weekends as routine Cooperation Agreement services.

(c) The officer would not be allowed to respond to calls outside the Vine Street Tower, Fulton I. Connor Tower and Town House Tower except in the cases of extreme emergencies. This period of time would then be deducted from any payments to be made by the Authority to the City.

(d) This will allow an officer to be available at all sites to take complaints immediately and respond to residents' request.

(e) The Authority will make available an office at each community so that the police officer can be available to meet with

residents and take any complaints.

2. In consideration for the provision of additional police service for the Vine Street Tower, Fulton I. Connor Tower and Town House Tower, and for performance of all other obligations undertaken by the City pursuant to this Agreement, the Authority agrees to pay the total sum not in excess of Sixty Six Thousand Two Hundred Forty Six Dollars and 00/100 (\$66,246.00), paid over a one (1) year period as set forth hereafter:

a. Payments to the City pursuant to this Agreement shall only cover Capital Fund Program eligible police services provided to the Authority by the City Police Department pursuant to Section 1, and subsection (a) (b) (c) (d) (e) of Section 1 of this Agreement.

3. The City will have the affirmative obligation of documentation to the Authority that the services are capital fund-eligible and that no part of any payment made by the Authority pursuant to this Agreement are used for the payment of policy liability insurance or any type of equipment used in law enforcement. Payments to the City pursuant to this Agreement shall be used by the City in compliance with the provisions of the Comprehensive Grant Handbook.

4. It is agreed between the Authority and City that meetings between a representative of the Authority and the Chief of the City Police Department will be held as needed or by request to review the operation and implementation of this Agreement.

5. If after the end of one (1) year funds are still available from HUD to the Authority and the City continues to perform under this Agreement and agrees to a continuation of this agreement the Authority will renew the Agreement as long as the City performs and grant funds are available. The cost will be negotiated between the parties at that time.

6. The City shall implement a procedure sufficient to accurately document the additional police services provided. Such procedure shall include daily preparation of time sheets and documentation of written work assignments. The City will provide the Authority with a monthly report of the hours charged against the payments made by the Authority. The aforementioned documentation must be submitted with the monthly invoice by the 10th day of the month, beginning February 10, 2020.

7. Between the dates these reports are due, the Authority shall have the right to inspect all time sheets and work assignment and other documentation, upon twenty-four (24) hours notice to the City.

8. The City's additional hours of police services at Vine Street Tower, Fulton I. Connor Tower and Town House Tower to be provided pursuant to this Agreement will include but shall not be limited to:

- a. Foot patrol;
- b. Monitoring of parking and other areas;
- c. Undercover surveillance and investigation, to be provided

in order to identify and bring to prosecution individuals conducting illegal activity;

- d. Patrol by automobile;
- e. Drug prevention; and
- f. Court appearances.

9. The City will share information obtained pursuant to this Agreement with the state police or other law enforcement bodies engaged in enforcement of illegal drug activity and other criminal activities.

10. The City will be required to share information obtained pursuant to these services provided under this Agreement with Authority management as to particular housing units and individuals observed to be conducting illegal activities at the Vine Street Tower, Fulton I. Connor Tower and Town House Tower. This information shall include, but not be limited to activities which constitute lease violations or criminal violations.

11. The City's Police Officers shall have full police powers and are to be fully certified, trained, properly equipped, and uniformed; they are to be employees of the City, which will supervise and direct its officers.

12. The City shall carry public liability, workmen's compensation, unemployment compensation and vehicle liability insurance and such other necessary and proper insurance.

13. The City's Police Officers shall be available as witnesses and give testimony in judicial hearings.

14. The City shall maintain and retain for inspection accurate books, records, and documents that pertain to costs, labor and expenses, and be in such detail to reflect all expenditures incurred under this Agreement; such books, records and documents shall be kept in accordance with generally accepted accounting principals and be preserved for at least three (3) years beyond expiration of this Agreement.

15. If the City defaults in the performance of this Agreement or materially breaches any of its provisions, the Authority shall have the option to terminate this Agreement and the City must provide monetary restitution for ineligible expenditures.

16. The Authority must give written notification of its election to terminate and of restitution due by registered or certified mail to the City.

17. The following actions will constitute material breaches of this Agreement by the City:

a. Failure to adequately document additional police protection as required;

b. Failure to provide the promised additional police protection; and

c. Billing the Authority for services which are determined to be non-capital fund-eligible services.

18. This Agreement may be terminated by the City in the event that the Authority has failed to pay any installments due under this Agreement for a period in excess of ten (10) days from the

date the installment is due, by giving thirty (30) days written notice of intention to terminate to the Authority. Such notice shall be given by registered or certified mail to the Authority. Termination will not take effect, and the City shall be required to be obligated to perform under this Agreement until the Authority fails to make all the required payments within thirty (30) days of receipt of the Notice of intention to terminate.

19. It is understood by the parties that no agency relationship exists with regard to law enforcement services provided pursuant to this Agreement, and that the City remains solely responsible for the actions of its police department in the performance of the services rendered hereunder.

20. It is acknowledged by the parties that this Agreement shall not become effective until it is approved by the U.S. Department of Housing and Urban Development (HUD). The purpose of this Agreement is to provide additional police protection for the Vine Street Tower, Fulton I. Connor Tower and Town House Tower of the Johnstown Housing Authority. In the event that the Capital Fund Program funding is reduced, eliminated, or otherwise terminated by HUD during the term of this Agreement, the Authority may elect to terminate this Agreement, effective after sixty (60) days written notice and verification to the City of the reduction, elimination, or termination of the Capital Fund Program payments. The Authority shall be liable to the City solely for the extra police protection of the Capital fund Program eligible services

performed by the City in compliance with this Agreement up to the date the termination is effective.

21. This Agreement contains the entire understanding of the parties with respect to the matters of the additional police service. No other agreement, statement, or promise made by any party, or any employees, officer, or agent of any party, which is not contained in this Agreement shall be binding and/or valid.

22. If any term, provision, covenant or condition of this Agreement is held by a Court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provision shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

23. The validity of this Agreement, and any of its terms or provisions as well as the rights and duties of the parties hereunder shall be pursuant to and in accordance with the laws of the Commonwealth of Pennsylvania.

24. Any notice to be given hereunder by either party or to the other shall be in writing and may be effected by personal delivery in writing or registered or certified mail. Notice to the City shall be made to City of Johnstown, City Hall, Corner of Main and Market Street, Johnstown, Pennsylvania 15901, and to the Authority at P.O. Box 419, Johnstown, Pennsylvania 15907.

Executed this 18th day of November, 2019 by and between the Johnstown Housing Authority and the City of Johnstown at Johnstown, Pennsylvania, with intent to be legally bound.

ATTEST:

By 

SEAL

JOHNSTOWN HOUSING AUTHORITY:

By 

Daniel J. Kanuch
Executive Director/
Contracting Officer

ATTEST:

By 

SEAL

CITY OF JOHNSTOWN:

By 

Acting City Manager

ATTACHMENT A

Daniel J. Kanuch
Executive Director

Beverly A. Sipes
Deputy Executive Director



P.O. Box 419
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www.jhaonline.org

April 26, 2018

MR ROBERT JOHNSON
POLICE CHIEF
CITY OF JOHNSTOWN
POLICE DEPARTMENT
PUBLIC SAFETY BUILDING
401 WASHINGTON STREET
JOHNSTOWN PA 15901

Dear Mr. Johnson

I am in receipt of your correspondence dated April 23, 2018 regarding Adjustment of Housing Contract Hours. We agree to the adjustment of hours and will include your correspondence as an attachment to the Police Agreements.

On behalf of the Johnstown Housing Authority, I would like to thank you and your staff for the service you provide.

If you have any questions, please do not hesitate to call.

Sincerely

Daniel J. Kanuch
Executive Director

bs

DATE: April 23, 2018

SUBJECT: Adjustment of Housing Contract Hours

TO: Daniel J. Kanuch
Executive Director
Johnstown Housing Authority

FROM: Robert F. Johnson RFJ
Chief of Police, City of Johnstown

REFERENCE: (a) Amended Housing contract correspondence dated
March 22, 2018.

1. As per our conversation I had asked to revise our current shift allocation of 8PM – 4AM to 7PM – 3AM with regard to all housing communities.

2. This will create a greater presence in the communities as a call volume study has shown little to no call response activity after 3AM. It is our intention to continuously monitor this and should we observe a consistent reallocation of call times beyond 3AM we shall revert to the 8PM - 4AM shift.

3. This change will in not affect the number of days dedicated police patrols will be in each community.

CITY OF JOHNSTOWN,
CAMBRIA COUNTY, PENNSYLVANIA
RESOLUTION NO. 10241

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOHNSTOWN, CAMBRIA COUNTY, PENNSYLVANIA AUTHORIZING THE INTERIM CITY MANAGER TO SIGN ALL DOCUMENTS REQUIRED TO AUTHORIZE A RIGHT-OF-WAY AGREEMENT AND EASEMENT BETWEEN THE CITY OF JOHNSTOWN AND PENELEC FIRST ENERGY CORP.

WHEREAS, the City recognizes the public need being served by Penelec for improvements to maintain overhead and underground level facilities located on the Berkley Hills Golf Course owned by the City of Johnstown

WHEREAS, the City shall grant a fifteen-foot temporary construction easement and a fifteen-foot permanent easement across City real property for the Grantee to construct, reconstruct, operate, inspect, renew, replace improve and maintain underground and ground level facilities.

WHEREAS, these easements shall run with the land and be binding upon the successors and assigns of the City of Johnstown

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Johnstown, hereby authorizes the Interim City Manager to sign Right-Of-Way Agreement and Easement Agreement between the City of Johnstown and Penelec First Energy Corp., as written and attached herein.

ADOPTED:


December 11, 2019

By the following Vote:

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

Nays: None (0)

Absent: Mrs. Stanton, Mr. Vitovich, Mr. Williams. (3)



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. 10241 as the same by the City Council of the City of Johnstown, Pennsylvania.



Nancy J. Cushing, City Clerk

DOCUMENT NO. 7750885	ORDER NO. 59923899	LINE NO. 00052-11	GRID NO. 167815B3926
-------------------------	-----------------------	----------------------	-------------------------

The undersigned, the City Of Johnstown, ⁴⁰¹~~409~~ Main Street, Johnstown, PA/NC

of the City of Johnstown, County of Cambria and State of Pennsylvania,
 (the "Grantor"), is the owner of certain lands located in the Township of Upper Yoder, County of Cambria
 and Commonwealth of Pennsylvania, bounded and/or described as follows (the "Land"): [Include information such as street
 address, subdivision plan name and number, lot number, recording date, tax parcel number and identification of adjacent
 property owners].

**Berkley Hills Municipal Golf Course, Tax Map 62-08-114, Deed Book Volume 370, Page 132
 containing 138.0 acres.**

Grantor, for valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound,
 hereby grants and conveys to PENNSYLVANIA ELECTRIC COMPANY, a Pennsylvania corporation, (the "Grantee") a
 permanent easement and uninterrupted right, from time to time, to construct, reconstruct, operate, inspect, renew, replace,
 improve, maintain, redesign, alter, relocate, extend and remove overhead, underground and ground level facilities described
 below (the "Facilities") as may be deemed necessary or convenient by Grantee for electric, CATV and communication
 purposes for the use and benefit of the Land and/or adjacent lands on, over, under and across the
northern (along SR 3011, Franklin Street) portion of the Land.

The Facilities may include, without limitation, poles (with or without crossarms), guy wires, guy stubs, anchors, street
 lights and standards, transformers, transformer pads, switching compartments, conduits, conductors, ducts, wires, cables, fibers,
 pedestals, terminal boxes, manholes, hand-holes and other related equipment and apparatus from time to time deemed
 necessary or convenient by Grantee to accomplish the above purpose.

Grantor further grants and conveys to Grantee the right, from time to time, to trim, cut and/or remove such trees, tree
 branches, shrubs, roots, vegetation, structures and/or other objects or obstructions, which are within fifteen (15) feet
 of any of the Facilities or, which, in the sole judgment of the Grantee, interfere with the installation of, or in the safe, proper or
 convenient use, maintenance, operation of, or access to the Facilities, including, without limitation, the removal of such trees,
 and/or tree branches which overhang or endanger any of the Facilities. Further, Grantee shall have the right to make such
 excavations to accomplish the above purposes and to enter upon the Land without notice for all the purposes hereof.

Grantor covenants not to construct, place, maintain or use structures of any kind, or plant shrubs or trees within
fifteen (15) feet of either side of the center line of the Facilities, as installed; raise or lower the ground elevation of
 the Land above or beneath the Facilities; grow beneath overhead Facilities any vegetation or trees, except farm crops or other
 compatible species identified by Grantee; or obstruct access to, remove structural support from, divert or impound water to or on,
 or otherwise interfere with the Facilities.

The rights and obligations hereunder shall be binding upon and inure to the benefit of the Grantor and Grantee and their
 heirs, executors, administrators, successors, assigns, licensees and lessees, as the case may be.

IN WITNESS WHEREOF, Grantor has duly executed this Easement this 11th day of December, 20 19.

WITNESS / ATTEST:

Nancy J. Cushing
City Clerk

Robert S. Rute (Seal)

ACTING CITY MANAGER (Seal)

(Seal)

(Seal)

RETURN FILED DOCUMENT TO: Penelec, Attn: RW, 311 Industrial Park Road, Johnstown, PA 15904

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF

} ss.

On this the _____ day of _____, 20 ____ before me, the undersigned officer, personally appeared

known to me (or satisfactorily proven) to be the person whose name subscribed to the within instrument, and acknowledged that _____ executed the same for the purposes therein contained.

In Witness Whereof, I have hereunto set my hand and Official Seal.

Title Officer

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF Cambria

} ss.

On this the 18 day of December, 20 19 before me, the undersigned officer, personally appeared Robert Ritter who acknowledged himself to be the Acting City Manager of City of Johnstown, a corporation, and that he as such Acting City Manager being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Acting City Manager.

In Witness Whereof, I have hereunto set my hand and Official Seal.

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Katherine E. Purelli-Webb, Notary Public
City of Johnstown, Cambria County
My Commission Expires May 7, 2021
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

Katherine E. Purelli-Webb
Notary Public

Title Officer

CITY OF JOHNSTOWN, PENNSYLVANIA

RESOLUTION NO. 10242

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOHNSTOWN, PENNSYLVANIA, AUTHORIZING AND DIRECTING THE INTERIM CITY MANAGER TO SIGN A CONTRACT WITH LECKEY'S DEMOLITION SERVICE IN THE AMOUNT OF \$198,700.00 FOR CONTRACT #2019-26, CDBG STRUCTURE DEMOLITION PROGRAM TO DEMOLISH TWENTY (20) STRUCTURES THROUGHOUT THE CITY OF JOHNSTOWN.

WHEREAS, the City Council of the City of Johnstown has previously submitted applications to the Department of Housing and Urban Development (HUD) for funding the Federal Fiscal Year 2018-2019 Community Development Block Grant (CDBG) Programs; and

WHEREAS, HUD has approved these activities in the approval of the aforementioned applications which were included in the Action Plans of the Consolidated Plan for the Federal Fiscal Year; and

WHEREAS, the Department of Community and Economic Development (DCED) of the City of Johnstown has carried out all project planning and clearance activities including the Environmental Review Record, engineering of the project, advertising and public bidding; and

WHEREAS, DCED carried out all procurement activities which resulted in the receipt of three bids from which were opened publicly on December 6, 2019 at 11:00 AM; and

WHEREAS, the bids were reviewed by DCED staff, with Leckey's Demolition Service, being identified as the low bonafide bidder with a bid amount of \$198,700.00

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Johnstown, that the City Manager is authorized and directed to sign Contract #2019-26 with Leckey's Demolition Service for the completion of demolishing twenty structures throughout the City of Johnstown in the amount of \$198,700.00 a per bid on December 6, 2019.

ADOPTED:


December 11, 2019

By for following vote:

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

Nays: None (0)

Absent: Mrs. Stanton, Mr. Vitovich, Mr. Williams. (3)



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. **10242** as the same adopted by the City Council of the City of Johnstown, PA.


Nancy J. Cushing, City Clerk

**2019-DEMOLITION PROJECT 1 AGREEMENT FOR
DEMOLITION AND SITE CLEARANCE**

THIS AGREEMENT, is made this _____ day of _____, 2019, by and between the City of Johnstown, Cambria County, a Municipal Corporation, having its principal place of business at City Hall, 401 Main Street, Johnstown, Pennsylvania, 15901 and hereinafter referred to as the "City",

A
N
D

LECKEYS EXCAVATING

A Corporation duly incorporated and conducting business under the laws of the Commonwealth of Pennsylvania and having its principal place of business at 440 DONRUTH LANE JOHNSTOWN PA 15909; or

A Partnership consisting of _____ (Names of Individual) _____, and having its principal (Partners) business operation located at _____; or

An Individual/Sole Proprietorship doing business within the Commonwealth of Pennsylvania under the trade name of _____, and having his principal place of business at _____;

Hereinafter referred to as the "Contractor".

WITNESSETH:

WHEREAS, the City, pursuant to an Order of the City of Johnstown Code Enforcement Inspectors has declared certain structures within the City of Johnstown to be public nuisances and, accordingly, has directed the abatement of same: and

WHEREAS, the City, under the directive of the City of Johnstown Department of Community and Economic Development, and to protect the general health, safety and welfare, desires to take the steps necessary to secure and removal and demolition of those structures and to clear the site upon which they are situated; and

WHEREAS, the City has solicited and invited bids for such demolition and site clearance, subject to the terms, conditions and provisions of various contract documents for demolition and site clearance, such documents including, but not limited to:

- a) Instructions to Bidders;
- b) General Specifications and Special Conditions for Demolition and Site Clearance;
- c) Demolition and Site Clearance Plans;
- d) A Schedule of Properties to be Demolished and Cleared;
- e) General Conditions for Demolition and Site Clearance;
- f) Technical Specifications for Demolition and Site Clearance;
- g) A Notice labeled "Attention Bidders";
- h) Requirements of the Successful Bidding Contractor;
- i) A Bid Form for Demolition and Site Clearance;
- j) A Non-Collusion Affidavit for the Prime Bidder;

- k) A Bid Bond or Other Guarantee of Bid;
- l) A Statement of Bidder's Qualifications;
- m) Federal Labor Standards Provisions;

Copies of each of the above referenced documents being attached hereto, made a part of hereof, marked Exhibit "A" and collectively referred to herein as the 'Contract Documents';

WHEREAS, under and subject to the conditions, provisions and terms of the aforesaid Contract Documents, the Contractor has submitted a bid for demolition of structures and site clearance for those properties set forth hereinafter, such bid being accepted by the City of Johnstown.

WHEREAS, the City and Contractor desire to enter into this Agreement for Demolition and Site Clearance in order to formally adopt, incorporate and affirm those understandings set forth in the aforesaid Contract Documents and to further define the responsibilities of the parties hereto.

NOW, THEREFORE, WITH THE FOREGOING RECITALS BEING INCORPORATED
HEREIN, AND WITH THE INTENTION TO BE LEGALLY BOUND HEREBY, THE
PARTIES HERETO DO HEREBY AGREE AS FOLLOWS:

I. THE WORK:

- A. The work shall consist of complete structural demolition and site clearance on those properties set forth hereafter, such demolition and site clearance to be in accordance with the Contract Documents and the terms and conditions set forth hereafter.
- B. The sites upon which such work shall occur are located in the City of Johnstown, Cambria County, Pennsylvania, and as shown on the attached EXHIBIT "B" – List of Properties to be Demolished
- C. The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment and services, including utility and transportation and security services, and perform and complete all work required for such demolition and site clearance in an efficient and workmanlike manner and in strict compliance with the Contract Documents incorporated herein.

II. THE CONTRACT PRICE AND PAYMENT:

- A. In consideration for the demolition and site clearance set forth above, the City hereby agrees to pay the Contractor, upon completion of performance of the contract, subject to the conditions and deductions contained in the Contract Documents, the total sum of \$ 198,700.00
- B. In addition to the aforesaid sum, the Contractor shall receive all salvaged

materials from the demolition and site clearance referenced above, same to become the property of the Contractor as additional compensation hereunder.

- C. Upon completion of the work, the Contractor shall submit a Notice to the City certifying the completion of the Contractor's obligations under the Contract Documents and this Agreement. The City, upon receipt of such certification shall inspect the site and, if the City is satisfied that the Contractor has complied with the Demolition and Site Clearance in conformance with the Contract Documents and this Agreement, shall cause payment to be made to the Contractor as soon thereafter as is practicably possible.

III. **NOTICE TO PROCEED/CONTRACT COMPLETION TIME:**

- A. Pursuant to the Special Conditions for Demolition and Site Clearance/Schedule of Buildings, Section 04 of the Contract Documents, the Contractor is hereby given "Notice to Proceed" on the demolition and site clearance on the property set forth above such Notice being December 12, 2019.
- B. The work on the above site shall be fully completed within two hundred and forty days (120) consecutive calendar days from the effective date of the aforesaid Notice to Proceed.

IV. **ADDITIONAL DOCUMENTS/PERMITS REQUIRED:**

- A. In addition to those documents set forth above, and as may otherwise be required by the Contract Documents, the Contractor shall produce to the

City, no later than ten (10) days prior to performing work on the above referenced site, the following documents:

1. The performance/payment bonds referenced in the Contract Documents;
2. Certification that the waste disposal facility dump site, which the Contractor will use for the disposal of waste from the site is approved by the Pennsylvania Department of Environmental Resources for such purposes;
3. An appropriate Demolition Permit;
4. Certification of Worker's Compensation Insurance Coverage as set forth in the Contract Documents for all employees of the Contractor and any subcontractor retained by or working in conjunction with the Contractor to perform demolition and site clearance work on the site; and
5. Certification of liability insurance as set forth in the Contract Documents providing personal injury and property loss coverage in those limits set forth therein.

V. **GENERAL PROVISIONS**

- A. This Agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania and any disputes arising there under shall be resolved through the Court of Common Pleas of Cambria County, Pennsylvania.
- B. The terms of this Agreement are severable. In the event a Court of

competent jurisdiction determines that any term, provision or clause contained herein is void or invalid, then the remaining provisions, terms and clauses of this Agreement shall continue in full force and effect.

- C. By entry into this Agreement, the parties hereto do hereby affirm, incorporate in and agree to all terms, conditions and provisions contained in the Contract Documents and this Agreement for Demolition and Site Clearance as if same were set forth at length herein and separately executed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have set forth their hands and seals the date and year first above written.

WITNESS:

Secretary

CONTRACTOR:

By: _____
Contractor

Title: _____

ATTEST:

THE CITY OF JOHNSTOWN:

By: _____
City Manager

EXHIBIT "B"

LIST OF PROPERTIES TO BE DEMOLISHED

PROPERTY ADDRESS	DESCRIPTION	BID PRICE
404 OAK ST	2 STORY WOOD DUPLEX FIRST DUPLEX	9,900.00
727 PARK AVENUE	2 STORY WOOD SINGLE WITH GARAGE	10,500.00
22-24 CLOVER ST	2 STORY DUPLEX	9,500.00
5-7 CLOVER ST	2 STORY DUPLEX	9,900.00
65-67 OAK ST	2 STORY DUPLEX	10,500.00
760 CENTRAL AVE	2 STORY DUPLEX WITH GARAGE	10,500.00
771-773 GENE AVE	2 STORY DUPLEX	9,000.00
621-623 GENE AVE	2 STORY DUPLEX	9,000.00
533-535 HIGHLAND AVE	2 STORY DUPLEX GARAGE NOT INCLUDED	10,500.00
401 GOLDBE ST	2 STORY DUPLEX WITH GARAGE	10,500.00
318 WOOD ST	2 STORY DUPLEX	10,500.00
744 NAPOLEON ST	2 STORY SINGLE HOME WITH GARAGE	10,500.00
602-604 MEYER BLVD	2 STORY DUPLEX	10,000.00
320 EBENSBURG RD	2 STORY SINGLE HOME	8,000.00
50-52 STANHOUSE ST	2 STORY SINGLE HOME	10,000.00
335 DECKER AVE	2 STORY SINGLE HOME	9,500.00
383 CORNING AVE	2 STORY SINGLE HOME	9,500.00
135 STONE ST	2 STORY SINGLE HOME WITH 4 CAR GARAGE	10,500.00
304-306 GLEN ST	2 STORY DUPLEX WITH GARAGE	10,500.00
526 HAROLD AVE	2 STORY HOME LEAVE GARAGE	9,900.00

SCHEDULE OF PROPERTIES TO BE DEMOLISHED/CLEARED

Property Address	Description of Property	Tax Map Parcel #
404 Oak Street	2 story wood frame duplex	77-015-115.000
727 Park Avenue	2 story wood frame single home w/garage	87-005.-105.000
22-24 Clover Street	2 story wood frame duplex	87-003.-117.000
5-7 Clover Street	2 story wood frame duplex	87-002.-105.000 87-002.-104.000
65-67 Clover Street	2 story wood duplex	87-003.-203.000 87-003.-203.001
760 Central Avenue	2 story wood frame duplex w/ garage	87-005.-226.000
771-773 Grove Avenue	2 story wood frame duplex	87-014.-200.000
621-623 Grove Avenue	2 story wood duplex home	87-012.-101.000
533-535 Highland Avenue	2 story wood duplex home GARAGE NOT INCLUDED	87-019.-202.000
401 Golde Street	2 story wood duplex w/ garage	77-012.-324.000
318 Wood Street	2 story wood duplex	77-018.-302.000
749 Napoleon Street	2 story wood single family home w/ garage	76-004.-120.000
602-604 Menoher Blvd	2 story duplex	76-007.-124.000

320 Ebensburg Road	2 story wood single family home	82-006.-115.000
50-52 Stackhouse Street	2 Story wood single family home	88-006-411.000
335 Decker Avenue	2 story wood single family home	90-015-123.000
383 Corinne Avenue	2 story wood single family home	90-022.-305.000
135 Stone Street	2 story single family home w/ 4 car detached garage (collapsed)	90-007.-316.000
304-306 Glenn Street	2 story duplex w/garage	90-009.-309.000
526 Harold Avenue	2 story single family home DOES NOT INCLUDE GARAGE	90-011.-121.000

COMMONWEALTH OF PENNSYLVANIA }
 County of Cambria } SS

The City of Johnstown will receive sealed bids for the FY 2019 CDBG Demolition Program.

Sealed bids will be received in the Community and Economic Development Office, Johnstown City Hall, Room 104, 401 Main Street, Johnstown, PA 15901 until 11:00 am, Friday, December 6, 2019. All bids will be publicly opened and read aloud at that time in the second floor conference room of City Hall.

Scope of Work: The removal and legal disposal of the material and debris from the demolition of twenty (20) buildings. A more detailed Scope of Work, project description, and contract documents for bidding purposes may be obtained from the Community and Economic Development Office as mentioned above. Addenda, if any, will be issued only to those contractors whose name and fax number are on record as having obtained these documents.

A certified check or bank draft, payable to the City of Johnstown, or bid bond in the amount of 10% of the total bid amount shall be submitted with each bid as a guarantee that if the proposal is accepted and awarded, a contract shall be entered. The successful bidder must furnish 100% Performance, Labor and Material's Bonds along with the proper insurance, City Permits, and filing of lien agreement, before being awarded the contract.

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The City of Johnstown reserves the right to reject any and all bids, to re-advertise or to waive any informalities in the bidding. Bids may be held by the City of Johnstown for a period of not-to-exceed sixty (60) days from the date of opening of the bids for the purpose of reviewing the bids and investigating the qualifications of the bidders, prior to awarding of the contract.

Bid proposal documents shall be enclosed in an envelope (outer and inner) both of which shall be sealed and clearly labeled "Proposal for CDBG Demolition Program". The bidder shall be responsible for the placement of the firm's name on the outside of the bid envelopes.

Signed
29th da
by Chr

All bidders are encouraged to contact Jennifer Burkhardt, Administrative Assistant, (814) 533-2047 with any questions.
 John Dubnansky
 Director, DCED

Juan Ohs

Commonwealth of Pennsylvania - Notary Seal
 Vivlan Ohs, Notary Public
 Cambria County
 My commission expires December 6, 2020
 Commission number 1123017
 Member, Pennsylvania Association of Notaries

On this 29th day of November A.D. 2019, before me, the subscriber, a Notary Public in and for said County and State, personally appeared Christine Marhefka, who being duly sworn according to law, deposes and says as Sales Manager / Major Accounts of the Tribune-Democrat, Johnstown, PA, a newspaper of general circulation as defined by the "Newspaper Advertising Act", a merger September 8, 1952, of the Johnstown Tribune, established December 7, 1853; and of the Johnstown Democrat, established March 5, 1863,

County of Cambria, and Commonwealth of Pennsylvania and above matter published in said publication in the regular issues PA, on November 26, 2019; and that the Affiant is not advertising and that all of the allegations as to time, place and

Christine Marhefka

STATEMENT OF ADVERTISING COSTS

0.00 Lines @ \$2.50 per line	0.00
8.5 Inches @ \$25.00 per inch	212.50
Notary Fee	5.00
Clerical Fee	2.50
Total Cost	220.00

To The Tribune-Democrat, Johnstown, PA
 For publishing the notice or publication
 attached hereto on the above stated dates.

PUBLISHER'S RECEIPT FOR ADVERTISING COSTS

_____ for publisher of _____
 a newspaper of general circulation, hereby acknowledges receipt of the aforesaid
 and publication costs and certifies that the same has been duly paid.

 (Name of Newspaper)

By _____

CDBG STRUCTURE DEMOLITION PROGRAM
Contract 2019-26

BID DATE: December 6, 2019

CITY HALL 2ND FLOOR CONFERENCE ROOM

CONTRACTOR	BID AMOUNT	BID BOND/CHECK	INSURANCE
1 LOCHER DEMOLITION	\$ 208,270	X	X
2 LOCKEYS DEMOLITION	\$ 198,700	X	X
3	\$		
4	\$		
5	\$		
6	\$		
7	\$		
8	\$		
9	\$		
10	\$		
11	\$		
12	\$		
13	\$		

CITY OF JOHNSTOWN, PENNSYLVANIA
RESOLUTION NO. 10243

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOHNSTOWN, CAMBRIA COUNTY, PENNSYLVANIA AUTHORIZING AND DIRECTING THE INTERIM CITY MANAGER TO SIGN, UPON SOLICITOR APPROVAL, ALL DOCUMENTS NECESSARY TO EXTEND A LEASE AND LICENSE AGREEMENT WITH CAPRI PIZZA AND RESTAURANT THROUGH DECEMBER 31, 2020, AND TO IMPLEMENT AN OPTION FOR A ONE-YEAR EXTENSION OF SAID AGREEMENT UPON MUTUAL APPROVAL OF THE PARTIES.

WHEREAS, the City of Johnstown owns Sargent's Stadium at the Point and the concession stands within the Stadium; and

WHEREAS, Capri Pizza and Restaurant wishes to use the concession stands at Point Stadium to sell food and beverage products to the general public; and

WHEREAS, the City wishes to extend the current Lease and License Agreement entered with Capri Pizza and Restaurant for a period of one (1) year, through December 31, 2020, and to further implement an additional option for a one-year extension upon mutual agreement of the parties; and

WHEREAS, Capri Pizza and Restaurant shall continue to abide by all other terms and conditions to the attached Lease and License Agreement, to include payment of a rental fee equal to twenty-five percent (25%) of total net profits or five percent (5%) of total sales, whichever is greater, with said payments to be made monthly, on or before the thirtieth (30th) day following the end of each month and submitted along with monthly financial statements outlining the calculation of net profit and total sales, as well as potential financial statements for single events.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Johnstown, Cambria County, Pennsylvania that the Interim City Manager is authorized and directed to sign, upon Solicitor review, all documents necessary to execute an extension of the current Lease and License Agreement with Capri Pizza and Restaurant through December 31, 2020, and to implement an option for a one-year extension of said contract from that point, upon mutual agreement of the parties.

ADOPTED:


December 11, 2019

By the following Vote:

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

Nays: None (0)

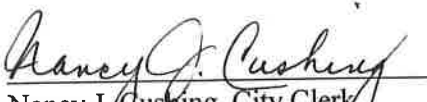
Absent: Mrs. Stanton, Mr. Vitovich, Mr. Williams. (3)



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. 10243 as the same adopted by the City Council of the City of Johnstown, Pennsylvania.



Nancy J. Cushing, City Clerk

LEASE and LICENSE AGREEMENT - EXTENSION

CONCESSION OPERATIONS at POINT STADIUM

THIS Extension Agreement dated the 1st day of January, 2020, entered into by and between THE CITY OF JOHNSTOWN, CAMBRIA COUNTY, a municipal corporation under the laws of the Commonwealth of PA, with its principal place of business located at 401 Main Street, Johnstown, Pennsylvania, 15901 (hereinafter "CITY")

AND

CAPRI PIZZA AND RESTAURANT, 500 Salmon Avenue, Johnstown, PA 15904 (hereinafter "Renter")

WHEREAS, the City of Johnstown owns the Point Stadium and the concession stands within the Stadium, and;

WHEREAS, the City and Renter are parties to a current Lease and License Agreement expiring on December 31, 2019, upon which Renter utilizes the Point Stadium concession stand to sell food and beverage products to the general public, and;

WHEREAS, the parties mutually agree and wish to hereby extend the term of that Agreement for a period of one (1) year, through December 31, 2020, and implement an option to extend the Agreement further, by one (1) year, upon mutual approval by the parties;

NOW THEREFORE, with the intent to be legally bound, the City and Renter hereto agree as follows:

- a. The parties hereby agree and acknowledge that the Lease and License Agreement for concession operations at the Point Stadium, to include all terms and conditions outlined in said Agreement, is extended to December 31, 2020.
- b. Upon expiration of the extended term through December 31, 2020, the parties may mutually agree to extend the term for an additional one-year period through December 31, 2021. If the City agrees to extend the initial term with the Renter, it shall be pursuant to the same conditions and terms contained herein.
- c. Nothing contained herein shall prohibit the City from seeking and awarding requests for proposals for the concession site at the expiration of the extended term referenced herein.
- d. All other terms and conditions outlined in the original Lease and License Agreement for concession operations at the Point Stadium dated January 1, 2019 shall remain in full force and effect, and said Agreement is incorporated herein by reference, and further attached as Exhibit A.

IN WITNESS WHEREOF, with the intent to be legally bound, the parties hereto have set their hands and seals this day and year first written above.

ATTEST

Daniella DiRosa
Capri Pizza & Restaurant

Interim City Manager
City of Johnstown

LEASE and LICENSE

CONCESSION OPERATIONS at POINT STADIUM

THIS LEASE dated the 1st day of January, 2019, by and between THE CITY OF JOHNSTOWN, CAMBRIA COUNTY, a municipal corporation under the laws of the Commonwealth of PA, with its principal place of business located at 401 Main Street, Johnstown, Pennsylvania, 15901 (hereinafter "CITY")

AND

CAPRI PIZZA AND RESTAURANT, 500 Salmon Avenue, Johnstown, PA 15904 (hereinafter "RENTER")

PREAMBLE

WHEREAS, the City of Johnstown owns the Point Stadium and the concession stands within the Stadium, and;

WHEREAS, the RENTER wishes to use the concession stand to sell food and beverage products to the general public, and;

WHEREAS, the City wishes to lease the concession stand to the Renter pursuant to the terms and conditions of this lease.

NOW THEREFORE, with the intent to be legally bound, the City and Renter hereto agree as follows:

I. PREMISES AND TERM

- a. The City hereby grants Renter the exclusive license to sell food and beverages at the Point Stadium and leases the concession stands located at the Point Stadium beginning as of January 1, 2019, and continuing thereafter until December 31, 2019. Renter shall have the exclusive use of the concession stands for the above term and the exclusive right to sell food and beverages at the Point Stadium for the above term. During this term, approval of any outside vendor may be authorized upon mutual agreement of the parties.
- b. Upon expiration of the initial term hereof, the parties may mutually agree to extend the term for one, one-year period. If the City agrees to extend the initial term with the Renter, it shall be pursuant to the same conditions and terms contained herein.
- c. Nothing contained herein shall prohibit the City from seeking and awarding requests for proposals for the concession site at the expiration of the initial term.

II. PROVISION OF SUPPLIES AND EQUIPMENT

- a. All equipment, personnel, supplies, and preparation incidental to the establishment, maintenance, and operation of the concession stands are the responsibilities of the Renter.



III. HEALTH REQUIREMENTS

- a. The Renter will be required to obey all health and sanitary laws, regulations, and policies of the City of Johnstown, Commonwealth of Pennsylvania, and other relevant regulations formally adopted by the appropriate level of government.
- b. A SafeServ certified employee will be placed at said location, at the discretion and supervision of the Renter.
- c. All Capri Managers are required to have satisfactory Child Abuse Clearances pursuant to Pennsylvania Law.

IV. INSURANCE

- a. The Renter shall provide the City with a certificate of insurance indicating liability coverage in the amount of \$500,000 for bodily injury and property damages that may result or arise from their activity in the concession stand.

V. INDEMNIFICATION

- a. In consideration for the granting of permission by the City of Johnstown, Pennsylvania, to the Renter for the use of the above mentioned facility the Renter agrees to indemnify and hold harmless the City of Johnstown, its agents, officers, and employees from and against all claims for injury or damages to persons or property arising out of or caused by the use of the concession stand.

VI. COMPENSATION FOR THE CITY

- a. The Renter shall pay the City of Johnstown a rental fee equal to twenty-five percent (25%) of total net profits or five percent (5%) of total sales, whichever is greater.
- b. Payments to the City will be made monthly, on or before the 30th day following the end of each month. Along with payment, Capri is required to provide monthly financial statements outlining the calculation of net profit and total sales.
- c. The City may require financial statements for single events.

VII. TIME OF OPERATION

- a. The Renter will operate the concession stand at the Point Stadium for all events scheduled through the City of Johnstown. Exceptions may be made under agreements with parties hosting a scheduled event in which they wish to utilize their own concessions for specific fundraising purposes. Such exceptions must be agreed upon by the Renter, the City, and the party involved, at least one week prior to the event.
- b. The City will furnish the Renter with a schedule of all events at the Point Stadium and changes thereto, as soon as they are known. The City shall give the Renter as much advanced notice as possible for all scheduled events.
- c. At its sole discretion, the City will make spot inspections to insure that the concession stands are in operation during scheduled events.

VIII. GOODS TO BE SOLD

- a. At the start of each year, the Renter shall submit a proposed menu of items and prices to be charged by the Renter for the concession stands.
- b. The Renter is required to be eligible to apply for a Pennsylvania Liquor License to sell beer at appropriate events as authorized by the Johnstown City Council.

- c. The Renter will assume the right of being the only vendor to sell or ask for a donation of all food and beverage at the Point Stadium . Any outside vendors must, as discussed above, be mutually approved by the Renter and the City collectively.

IX. STAFFING REQUIREMENTS

- a. The Renter is required to adequately staff the concession stand at all relevant times.

X. DEFAULT AND CANCELLATION

- a. The Renter is required to comply with all stated requirements of this lease. If the Renter violates this lease, and after ten (10) days written notice by the City, has not corrected the violation, the City shall have the right to terminate the lease.

XI. MISCELLANEOUS

- a. The Renter shall comply with all applicable laws, ordinances, regulations, and current City vendor contracts. The Renter shall obtain all required permits. Upon the discovery of any violation of the law or local ordinance and regulation, and the City retains the right to immediately void this Lease and License Agreement and to prosecute the responsible party to the fullest extent available.
- b. The Renter shall keep the concession stands and surrounding areas clean and free of litter and debris, as well as, discarded food and drink.
- c. The Renter shall be responsible at its sole cost for any damages to the facilities that are a result of their activities, outside of normal wear and tear.
- d. Utilities shall be the responsibility of the City of Johnstown.
- e. At the end of each season, the Renter shall empty, clean, and unplug all appliances kept in the facilities. The Renter will also make arrangements with Pepsi to have the fountain machines flushed and winterized. The City shall give the Renter adequate time at the end of each season to fulfill this requirement.
- f. The City shall provide the Renter with appropriate keys for access to the Point Stadium and its concession stand. The City will ensure that only the appropriate, authorized person(s) have keys and access to concession stand and that no one shall enter the concession stand without direct supervision by an authorized individual.

XII. MODIFICATION

- a. This contract may be modified by mutual consent. All such changes or modifications shall be in writing as addendums to this lease.

XIII. NOTICES

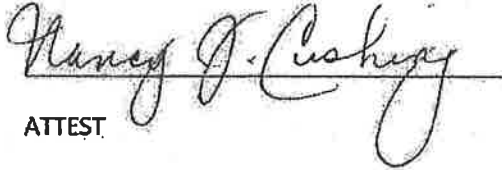
- a. Notice here under shall be given only by certified letter and shall be deemed given when the notice is mailed to the party to which it is addressed. Any notices shall be addressed as follows:

To City: City Manager
 City Hall
 401 Main Street
 Johnstown, PA 15901


To Renter: Capri Pizza and Restaurant
 ATTN: Daniella DiRosa

500 Salmon Avenue
Johnstown, PA 15904

IN WITNESS THEREOF, with the intent to be legally bound, the parties hereto have set their hands and seals this day and year first written above.


ATTEST


Daniella DiRosa
Capri Pizza & Restaurant


George Hayfield, City Manager
City of Johnstown