

**CITY OF JOHNSTOWN, PENNSYLVANIA
RESOLUTION NO. 10252**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOHNSTOWN, CAMBRIA COUNTY, PENNSYLVANIA ACCEPTING THE PROPOSAL OF THE 28TH MILITARY POLICE RETIRED ASSOCIATION AND AUTHORIZING THE INSTALLATION OF A MONUMENT TO FALLEN MEMBERS OF THE MILITARY POLICE COMPANY WITHIN THE CITY OF JOHNSTOWN CENTRAL PARK AT A LOCATION TO BE DETERMINED AND APPROVED BY THE CITY.

WHEREAS, the 28th Military Police Retried Association has requested approval to establish a monument within the City of Johnstown Central Park to honor the fallen members of the 28th Military Police Company; and

WHEREAS, the 28th Military Police Retired Association has submitted the attached proposal confirming an agreement for construction and installation of the monument and further detailing the proposed design and inscription, as well as confirmation of funds raised and to be placed in escrow for future disbursement to cover the costs of said monument construction and installation; and

WHEREAS, the construction and installation of said monument will occur at no cost to the City and remain at all times subject to the City of Johnstown's approval of the ultimate location for the monument within Central Park;


NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Johnstown, Cambria County hereby accepts the attached proposal submitted by the 28th Military Police Retired Association and authorizes the installation of a monument honoring fallen members of the 28th Military Police Company within the City of Johnstown Central Park, at a location subject to final approval by the City of Johnstown, and further contingent upon no costs being incurred by the City.

ADOPTED: February 12, 2020

By the following Vote:

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

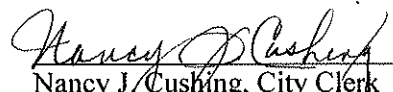
Nays: None (0)



Frank J. Janakovic, Mayor
Marie Mock, Deputy Mayor

ATTEST:

I do hereby certify that the foregoing is a true and correct copy of Resolution No. **10252** as the same by the City Council of the City of Johnstown, Pennsylvania.



Nancy J. Cushing, City Clerk

CITY OF JOHNSTOWN, CAMBRIA COUNTY, PENNSYLVANIA

RESOLUTION NO. 10253

A RESOLUTION OF CITY COUNCIL OF THE CITY OF JOHNSTOWN, PENNSYLVANIA AUTHORIZING THE INTERIM CITY MANAGER OR THE FINANCIAL DIRECTOR TO SIGN ALL DOCUMENTS NECESSARY TO APPLY FOR A GRANT THROUGH THE PA DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT IN THE AMOUNT OF \$129,948.00 TO ASSIST WITH SILT AND DEBRIS REMOVAL AT THE ELK RUN DEBRIS BASIN AT STACKHOUSE PARK.

WHEREAS, the City of Johnstown wishes to request the PA Small Water and Sewer Program Grant for the Pennsylvania Department of Community and Economic Development to be used for silt and debris removal at the Elk Run Debris Basin; and

WHEREAS, as an obligation of this funding, the City has committed funds to a 15% cash match to be paid out of the following account, thereby committing a contribution of \$22,932.00. This amount will be budgeted in 2021.

NOW THEREFORE, be it resolved that the City of Johnstown of Cambria County hereby request a PA Small Water and Sewer Program grant from the Pennsylvania Department of Community and Economic Development to be used for silt and debris removal at the Elk Run Debris Basin.

Be it FURTHER RESOLVED, that the Applicant does hereby designate John Trant, Interim City Manager, or Robert Ritter, Financial Director, as the official(s) to execute all documents and agreements between the City of Johnstown and the PA Department of Community and Economic Development to facilitate and assist in obtaining the requested grant.

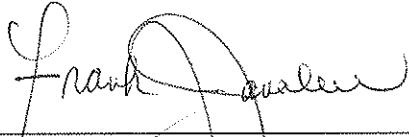
ADOPTED:

February 12, 2020

By the following vote:

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

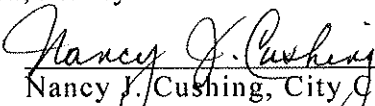
Nays: None (0)



Frank J. Janakovic, Mayor
Marie Mock, Deputy Mayor

ATTEST:

I do hereby certify that the foregoing is a true and correct copy of Resolution No. **10253** as the same adopted by the City Council of the City of Johnstown, Pennsylvania.



Nancy J. Cushing, City Clerk

CITY OF JOHNSTOWN, CAMBRIA COUNTY, PENNSYLVANIA

RESOLUTION NO. 10254

A RESOLUTION OF CITY COUNCIL OF THE CITY OF JOHNSTOWN, PENNSYLVANIA AUTHORIZING THE INTERIM CITY MANAGER OR THE FINANCIAL DIRECTOR TO SIGN ALL DOCUMENTS NECESSARY TO APPLY FOR A GRANT THROUGH THE PA DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT IN THE AMOUNT OF \$405,833.00 TO ASSIST WITH REMEDIATION AND REPAIR EFFORTS OF THE CONCRETE RETAINING WALL ON SAM'S RUN.

WHEREAS, the City of Johnstown wishes to request the PA Small Water and Sewer Program Grant for the Pennsylvania Department of Community and Economic Development to be used for concrete retaining wall repairs on the Sam's Run Flood Protection Project in the Moxham neighborhood of the City of Johnstown; and

WHEREAS, as an obligation of this funding, the City has committed funds to a 15% cash match to be paid out of the following account, thereby committing a contribution of \$71,618.00. This amount will be budgeted in 2021.

NOW THEREFORE, be it resolved that the City of Johnstown of Cambria County hereby request a PA Small Water and Sewer Program grant from the Pennsylvania Department of Community and Economic Development to be used for concrete retaining wall repairs on the Sam's Run Flood Protection Project in the Moxham neighborhood of the City of Johnstown.

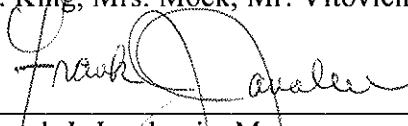
Be it FURTHER RESOLVED, that the Applicant does hereby designate John Trant, Interim City Manager, or Robert Ritter, Financial Director, as the official(s) to execute all documents and agreements between the City of Johnstown and the PA Department of Community and Economic Development to facilitate and assist in obtaining the requested grant.

ADOPTED:

February 12, 2020

By the following vote:

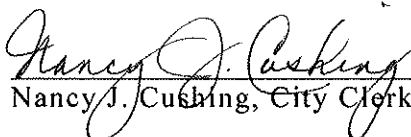
Yeas: Mr. Britt, Mr. Capriotti, Mayor Janakovic, Rev. King, Mrs. Mock, Mr. Vitovich,
Mr. Arnone. (7)
Nays: None (0)



Frank J. Janakovic, Mayor
Marie Mock, Deputy Mayor

ATTEST:

I do hereby certify that the foregoing is a true and correct copy of Resolution No. **10254** as the same adopted by the City Council of the City of Johnstown, Pennsylvania.



Nancy J. Cushing, City Clerk

CITY OF JOHNSTOWN, PENNSYLVANIA

RESOLUTION NO. 10255

A RESOLUTION OF CITY COUNCIL OF THE CITY OF JOHNSTOWN, PENNSYLVANIA AUTHORIZING THE INTERIM CITY MANAGER TO SIGN AND TAKE ALL ACTIONS NECESSARY TO EFFECTUATE A CONTRACT FOR PURCHASE OF A NEW TELEPHONE AND INTERNET SYSTEM AND SERVICES FROM BLADE BROADBAND, INCLUDING THE PURCHASE OF 52 NEW PHONES AND VOIP SERVICES AS WELL AS LOCAL INTERNET SERVICES, CONTINGENT UPON REVIEW AND APPROVAL OF THE CONTRACT BY THE CITY SOLICITOR

WHEREAS, the City's existing phone system was installed in 1990 and is 29 years old; and

WHEREAS, the City identified a need to solicit bids for an updated phone system and to explore potential alternatives to its current phone and internet service systems; and

WHEREAS, Blade Broadband submitted the lowest qualifying bid for the necessary equipment and service contract, providing for 52 new telephones at a cost of \$6,500.00 and a phone and internet service contract at a cost of \$11,820 per year, for a contract term of one (1) year; and

WHEREAS, The City is currently paying \$52,169 per year for phone and internet service such that entering the proposed contract with Blade Broadband will afford savings to the City in the amount of \$40,349 per year; and

WHEREAS, relevant Expense Accounts to be charged for the contract amount are as follows:

| | |
|------------------|----------------------------------|
| 01.401.32.012.00 | Govt. Exec. Telephone |
| 01.402.32.012.00 | Finance Telephone |
| 01.410.32.012.00 | Police Telephone |
| 01.411.32.012.00 | Other Police Telephone |
| 01.412.32.012.00 | Fire Telephone |
| 01.434.32.012.00 | Public Works Telephone |
| 01.443.32.012.00 | On Street Parking Telephone |
| 01.445.32.012.00 | Main Street Parking Telephone |
| 01.447.32.012.00 | Lincoln Street Parking Telephone |
| 01.449.32.012.00 | Intermodal Telephone |
| 01.450.32.012.00 | Recreation Telephone |
| 01.458.32.012.00 | Roxy Telephone |
| 01.460.32.012.00 | Community Development Telephone |

WHEREAS, it is the desire of the City of Johnstown to upgrade their phone and internet system.

NOW THEREFORE BE IT RESOLVED, THE CITY OF JOHNSTOWN, PENNSYLVANIA AUTHORIZING THE INTERIM CITY MANAGER TO SIGN AND TAKE ALL ACTIONS NECESSARY TO EFFECTUATE A CONTRACT WITH BLADE BROADBAND CONTINGENT UPON REVIEW AND APPROVAL OF THE CONTRACT BY THE CITY SOLICITOR.

ADOPTED:

February 12, 2020

By the following vote:

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


Nays: None (0)



Frank J. Janakovic, Mayor
Marie Mock, Deputy Mayor

ATTEST:

I do hereby certify that the foregoing is a true and correct copy of Resolution No. **10255**
as the same adopted by the City Council of the City of Johnstown, PA.



Nancy J. Cushing, City Clerk

BLADE BROADBAND SALES AGREEMENT

This Sales Agreement (this "Agreement") is entered into as of the 12th day of February 2020 for a period of One Year, by and between BLADE BROADBAND, and multiple locations for the CITY OF JOHNSTOWN. The Seller and Buyer may be referred to in this Agreement individually as a "Party" and collectively as the "Parties."

WHEREAS, Seller owns certain Goods & Services, as defined below, and Seller desires to sell such Goods & Services under the terms and conditions set forth in this Agreement.

WHEREAS, Buyer desires to purchase the Goods & Services offered for sale by Seller under the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual promises and for other good and valuable consideration exchanged by the Parties as set forth in this Agreement, the Parties, intending to be legally bound, hereby mutually agrees as follows:

1. Sale of Goods. Seller agrees to sell, transport and Internet Services to Buyer, and Buyer agrees to purchase the following items in the following quantities and at the prices (the "Goods"):

| Description of Services | Quantity | Price |
|-----------------------------|--------------------------|-----------------------------------|
| 25 Fairfield Ave, Firehouse | 60Mbps x 20Mbps Internet | \$150 Install & \$62.00 per month |
| 955 Ash St, Firehouse | 60Mbps x 20Mbps Internet | \$150 Install & \$62.00 per month |
| City Hall, Main St | 60Mbps x 20Mbps Internet | \$150 Install & \$62.00 per month |
| Public Safety Building | 60Mbps x 20Mbps Internet | \$150 Install & \$62.00 per month |
| 600 Power St, Public Works | 60Mbps x 20Mbps Internet | \$150 Install & \$62.00 per month |
| | | |
| | | |
| | | |
| | | |

2. Purchase Price. Buyer will pay to Seller for the Goods & Services and for all obligations specified in this Agreement, if any, as the full and complete purchase price, the sum listed above.

Unless otherwise stated, Seller shall be responsible for all taxes in connection with the purchase of Goods in this Agreement.

3. Payment.

Seller shall invoice Buyer upon the installation of the Services. Unless otherwise stated, payment for the Services is due within 15 days of the date of Seller's invoice, which date will not be before the date of Seller's delivery of the Services. After the initial install, the monthly payments will be due on the 1st of each month.

4. **Warranties.** Buyer acknowledges that it has one-year warranty on the antenna's installed at the listed locations for internet services.

5. **Security Interest.** Buyer hereby grants to Seller a security interest in the Goods, until Buyer has paid Seller in full for the Goods. Buyer shall sign and deliver to Seller any document needed to perfect the security interest in the Goods that Seller reasonably requests.

6. **Seller Representations and Warranties.** Seller warrants that the goods are free from any defects.

7. **Force Majeure.** Seller shall not be responsible for any claims or damages resulting from any delays in performance or for non-performance due to unforeseen circumstances or causes beyond Seller's reasonable control.

8. **Amendments.** No amendment to this Agreement will be effective unless it is in writing and signed by both Parties.

9. **Governing Law.** The One-Year terms of this Agreement shall be governed by and construed in accordance with the laws of the State of PA, not including its conflicts of law provisions.

10. **Disputes.** Any dispute arising from this Agreement shall be resolved in the courts of the State of PA.

11. **Entire Agreement.** This Agreement contains the entire understanding between the Parties and supersedes and cancels all prior agreements of the Parties, whether oral or written, with respect to such subject matter.

12. **Notices.** Any notice or other communication given or made to any Party under this Agreement shall be in writing and delivered by hand, sent by overnight courier service or sent by certified or registered mail, return receipt requested, to the address stated above or to another address as that Party may subsequently designate by notice and shall be deemed given on the date of delivery.

13. **Waiver.** No Party shall be deemed to have waived any provision of this Agreement or the exercise of any rights held under this Agreement unless such waiver is made expressly and in writing. Waiver by any Party of a breach or violation of any provision of this Agreement shall not constitute a waiver of any other subsequent breach or violation.

14. **Miscellaneous.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, successors and assigns. The provisions of this Agreement are severable. If any provision is held to be invalid or unenforceable, it shall not affect the validity or enforceability of any other provision. The section headings herein are for reference purposes only and shall not otherwise affect the meaning, construction or interpretation of any provision of this Agreement. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together, shall constitute one and the same document.

YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

IN WITNESS WHEREOF, the Parties have executed this agreement as of the date first written above.

YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

IN WITNESS WHEREOF, the Parties have executed this agreement as of the date first written above.



Buyer Signature

John K. Trant, Jr.

Buyer Full Name

Buyer Representative Name

Buyer Representative Title

Seller Signature

Seller Full Name

Seller Representative Name

Seller Representative Title

LANspeed TECHNOLOGIES SALES AGREEMENT

This Sales Agreement (this "Agreement") is entered into as of the 12th day of February 2020 for a period of One Year, by and between LANSPEED TECHNOLOGIES, and multiple locations for the CITY OF JOHNSTOWN. The Seller and Buyer may be referred to in this Agreement individually as a "Party" and collectively as the "Parties."

WHEREAS, Seller owns certain Goods & Services, as defined below, and Seller desires to sell such Goods & Services under the terms and conditions set forth in this Agreement; and

WHEREAS, Buyer desires to purchase the Goods & Services offered for sale by Seller under the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual promises and for other good and valuable consideration exchanged by the Parties as set forth in this Agreement, the Parties, intending to be legally bound, hereby mutually agrees as follows:

1. **Sale of Goods.** Seller agrees to sell, unlimited local and long-distance phone services to Buyer, and Buyer agrees to purchase the following items in the following quantities and at the prices (the "Services"):

| Description of Services | Quantity | Price |
|--|---------------------------------|-----------|
| 25 Fairfield Ave, Firehouse | | |
| 955 Ash St, Firehouse | | |
| City Hall, Main St | | |
| Public Safety Building | | |
| 600 Power St, Public Works | | |
| Total Yealink T29G Desk phones | 46 Desk phones @ \$100 Each | \$4600.00 |
| Total Yealink W53P Wireless Handset | 6 Wireless Handset @ \$100 Each | \$600.00 |
| 3CX Phone System License 1 Year | 1 Year | \$350.00 |
| Unlimited Local and Long-Distance Phone Services | Monthly Service | \$675.00 |
| Shipping Charge for Phones | 1 | \$200.00 |

2. **Purchase Price.** Buyer will pay to Seller for the Products & Services and for all obligations specified in this Agreement, if any, as the full and complete purchase price, the sum listed above. Unless otherwise stated.

3. **Payment.**

Seller shall invoice Buyer before the installation of the Products & Services. Unless otherwise stated, payment for the Services is due before the installation of equipment. After the initial install, the monthly payments will be due on the 1st of each month. Unless otherwise stated.

4. **Warranties.** Buyer acknowledges that it has two-year warranty on the phone installed at the listed locations for services.

5. **Security Interest.** Buyer hereby grants to Seller a security interest in the Goods, until Buyer has paid Seller in full for the Goods. Buyer shall sign and deliver to Seller any document needed to perfect the security interest in the Goods that Seller reasonably requests.

6. **Seller Representations and Warranties.** Seller warrants that the goods are free from any defects.

7. **Force Majeure.** Seller shall not be responsible for any claims or damages resulting from any delays in performance or for non-performance due to unforeseen circumstances or causes beyond Seller's reasonable control.

8. **Amendments.** No amendment to this Agreement will be effective unless it is in writing and signed by both Parties.

9. **Governing Law.** The One-Year terms of this Agreement shall be governed by and construed in accordance with the laws of the State of PA, not including its conflicts of law provisions.

10. **Disputes.** Any dispute arising from this Agreement shall be resolved in the courts of the State of PA.

11. **Entire Agreement.** This Agreement contains the entire understanding between the Parties and supersedes and cancels all prior agreements of the Parties, whether oral or written, with respect to such subject matter.

12. **Notices.** Any notice or other communication given or made to any Party under this Agreement shall be in writing and delivered by hand, sent by overnight courier service or sent by certified or registered mail, return receipt requested, to the address stated above or to another address as that Party may subsequently designate by notice and shall be deemed given on the date of delivery.

13. **Waiver.** No Party shall be deemed to have waived any provision of this Agreement or the exercise of any rights held under this Agreement unless such waiver is made expressly and in writing. Waiver by any Party of a breach or violation of any provision of this Agreement shall not constitute a waiver of any other subsequent breach or violation.

14. **Miscellaneous.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, successors and assigns. The provisions of this Agreement are severable. If any provision is held to be invalid or unenforceable, it shall not affect the validity or enforceability of any other provision. The section headings herein are for reference purposes only and shall not otherwise affect the meaning, construction or interpretation of any provision of this Agreement. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together, shall constitute one and the same document.

CITY OF JOHNSTOWN,
CAMBRIA COUNTY, PENNSYLVANIA
RESOLUTION NO. 10256

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOHNSTOWN, CAMBRIA COUNTY, PENNSYLVANIA AUTHORIZING THE INTERIM CITY MANAGER TO SIGN ALL DOCUMENTS REQUIRED IN SUBMISSION OF THE ATTACHED APPLICATION FOR TRAFFIC SIGNAL MAINTENANCE APPROVAL TO THE PENNSYLVANIA DEPARTMENT OF TRANSPORTATION AND TO SIGN SAID APPLICATION ON BEHALF OF THE CITY OF JOHNSTOWN.

WHEREAS, the City desires to own, operate, and maintain a City-wide traffic control system and to make improvement on devices at the following locations within city limits:

SR 0403 (Napoleon St) & South St

SR 0403 (Central Ave) & Bridge St & Bond St

SR 0403 (Valley Pike/Central Ave) & Horner St & JHS Driveway

SR 0403 (Valley Pike) & 3011 (Franklin St)

SR 0403 (Napoleon St/Franklin St) & Hickory St

SR 0403 (Napoleon St) & Haynes St

SR 0403 (Napoleon St) & Somerset St & Private Driveway

SR 0403 (Central Ave) & SR 0756 (Ohio St)

WHEREAS, a signed application for Traffic Signal Approval (TE 160) must be submitted and Traffic Signal Permit must be issued before any work can begin.

WHEREAS, the City shall provide Preventive Maintenance as covered by the application at set required intervals. The City shall provide Response Maintenance or work necessary to restore a traffic signal system to proper and safe operation.

WHEREAS, the City shall provide in its annual budget funds sufficient to cover the cost of personnel, training, contractors, and equipment which are required by virtue of this application.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Johnstown, hereby authorizes the Interim City Manager to sign and submit application for Traffic Signal Maintenance Approval to the Pennsylvania Department of Transportation


ADOPTED:

February 12, 2020

By the following Vote:

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

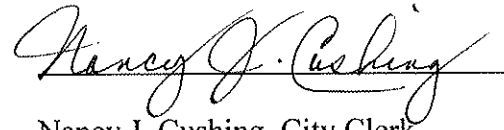
Nays: None (0)



Frank J. Janakovic, Mayor
Marie Mock, Deputy Mayor

ATTEST:

I do hereby certify that the foregoing is a true and correct copy of Resolution No. **10256** as the same adopted by the City Council of the City of Johnstown, Pennsylvania.

A handwritten signature in cursive script, reading "Nancy J. Cushing", written over a horizontal line.

Nancy J. Cushing, City Clerk

**Application for
Traffic Signal Approval**

Please Type or Print all information in Blue or Black Ink



County : Cambria

Engineering District : 9-0

Department Tracking # : 9-3-99

Initial Submission Date : _____

A - Applicant's (Municipal) Contact Information

Municipal Contact's Name : John Trant

Title : Acting City Manager

Municipal Name : City of Johnstown

Municipal Address : Johnstown City Council, City Hall Room 102, Johnstown, PA 15901

Municipal Phone Number : (814) 533-2001

Alternative Phone Number : _____

E-mail Address : ghayfield@cojtwm.com

Municipal Hours of Operation : 8:00 am - 4:30 pm

B - Application Description

Location (intersection) : SR 0403 (Napoleon St) & South St

Traffic Control Device is : ☐ NEW Traffic Signal ☒ EXISTING Traffic Signal (Permit Number) : 9-3-99Type of Device (select one) ☒ Traffic Control Signal (MUTCD Section 4D, 4E, 4G) ☐ Flashing Beacon (MUTCD Section 4L) ☐ School Warning System (MUTCD Section 7B)☐ Other : _____Is Traffic Signal part of a system? : ☒ YES ☐ NO

System Number (if applicable) : _____

If YES, provide locations of all signalized intersections in system.

Supervised by a closed loop master controller at Franklin St & Locust St

Explain the proposed improvements :

New Pedestrian Equipment and Radar Detection.

Associated with Highway Occupancy Permit (HOP)? : ☐ YES ☒ NO If YES, HOP Application # : _____**C - Maintenance and Operation Information**

Maintenance and Operations are typically performed by? :

☒ Municipal Personnel ☐ Municipal Contractor ☐ Municipal Personnel & Contractor☐ Other : _____

Maintenance and Operations Contact Name : Jared Campagna

Company/Organization : City of Johnstown

Phone # : (814) 553-2089

Alternative Phone # : (814) 3421-9466

E-mail : jcampagna@cojtwm.com

D - Attachments Listing

- | | | |
|---|---|---|
| <input checked="" type="checkbox"/> Municipal Resolution (required) | <input type="checkbox"/> Location Map | <input type="checkbox"/> Traffic Volumes / Pedestrian Volumes |
| <input type="checkbox"/> Letter of Financial Commitment | <input type="checkbox"/> Photographs | <input type="checkbox"/> Turn Lane Analysis |
| <input type="checkbox"/> Traffic Signal Permit | <input type="checkbox"/> Straight Line Diagram | <input type="checkbox"/> Turn Restriction Studies |
| <input type="checkbox"/> Warrant Analysis | <input type="checkbox"/> Capacity Analysis | <input type="checkbox"/> Other : _____ |
| <input type="checkbox"/> Crash Analysis | <input type="checkbox"/> Traffic Impact Study (TIS) | |
| <input type="checkbox"/> Traffic Signal Study | <input type="checkbox"/> Condition Diagram | |

**Application for
Traffic Signal Approval**

Please Type or Print all information in Blue or Black Ink

**pennsylvania**
DEPARTMENT OF TRANSPORTATIONCounty : CambriaEngineering District : 9-0Department Tracking # : 9-3-99

Initial Submission Date : _____

E - Applicant (Municipal) Certification

The applicant desires to own, operate, and maintain the traffic control device in the location indicated above; and the Vehicle Code requires the approval of the Department of Transportation ("Department") before any traffic signals may be legally erected or modified. A signed Application for Traffic Signal Approval (TE-160) must be submitted in conformance with the instructions provided by the Department, and a Traffic Signal Permit must be issued, before any work can begin.

If the Department approves a traffic signal after a traffic engineering study and engineering judgment indicates the need, the traffic signal shall be installed, owned, operated, and maintained within the parameters indicated in the Vehicle Code and the Department's regulations relating to traffic signs, signals, and markings. The Department may direct appropriate alterations to the design or operation (including, but not limited to, hours of operation) of the traffic signal, or require removal of the traffic signal, if traffic conditions or other considerations necessitate alteration or removal.

All items associated with the traffic control device (geometric features, signs, signals, pavement markings, pedestrian accommodations, and other traffic control device associated items) are the applicant's responsibility. The Traffic Signal Permit will then document all of the items associated with operation of each traffic control device. The applicant, at its sole expense, shall provide the necessary inspection, maintenance, and operation activities in conformance with the Department's Publication 191 or as otherwise agreed to by the Department. The applicant shall perform the preventative and responsive maintenance requirements and recordkeeping in accordance with the exhibits specified below. If the applicant fails to provide the required inspection, maintenance, or operation services within thirty (30) days of receipt of written notice from the Department, the Department shall have the right to perform the required inspection, maintenance, or operation services in the applicant's stead and the applicant shall reimburse the Department for all costs incurred. Federal- and/or state-aid participation may be withheld on all future projects if the applicant fails to demonstrate to the Department the ability to provide all required maintenance and operation services. The applicant certifies that it has funds available and committed for the operation and maintenance of the traffic control device and that it will make available sufficient funds for all required future inspection, maintenance, and operation activities.

The applicant shall indemnify, save harmless and, defend (if requested) the Commonwealth of Pennsylvania, its agents, representatives, and employees from and against any damages recoverable under the Sovereign Immunity Act, 42 Pa. C.S. §§ 8521-8528, up to the limitations on damages under said law, arising out of any personal injury or damage to property which is finally determined by a court to be caused by or result from acts or omissions of the applicant and for which a court has held applicant, its officials, or employees to be liable. This provision shall not be construed to limit the applicant in asserting any rights or defenses. Additionally, the applicant shall include in any contracts into which it enters for maintenance, operation, or inspection of the traffic control device this same obligation to indemnify the Commonwealth and its officers, agents, and employees; and it shall require its contractor(s) to provide public liability insurance coverage, naming the Commonwealth and the applicant as additional insureds for bodily injury, including death and property damage, in the minimum amounts of \$500,000 per person, \$1,000,000 per occurrence, it being the intention of parties to have the contractor fully insure and indemnify the Commonwealth and the applicant.

The applicant shall comply with the study and ordinance requirements of 75 Pa. C.S. § 6109. The applicant submits this application with the intention of being legally bound.

Neither this application nor any Traffic Signal Permit creates any rights or obligations with respect to parties other than the applicant and the Department. Third parties may not rely upon any representations made by either the applicant or the Department in connection with the submission or approval of this application or any work permitted or approved that is related to this application, as regards either payment of funds or performance of any particular item of maintenance precisely as specified.

The applicant agrees to comply with the attached Exhibits:

- Exhibit "A": Preventative and Response Maintenance Requirements (Sheet 3 of 5)
- Exhibit "B": Recordkeeping (Sheet 4 of 5)
- Exhibit "C": Signal Maintenance Organization (Sheet 5 of 5)

Printed Municipal Contact Name : John TrantDate : 2-13-26

Signed By : _____

Witness or Attest : _____

Title of Signatory : Acting City Manager

Title of Witness or Attester : _____

InterimNancy J. Cushing
City Clerk

Exhibit "A":**Preventative and Response Maintenance
Requirements**

pennsylvania
DEPARTMENT OF TRANSPORTATION

County: CambriaEngineering District: 9-0Department Tracking #: 9-3-99

Initial Submission Date: _____

Preventive Maintenance

The APPLICANT or its contractor will provide preventive maintenance for each individual component of the traffic signal installation covered by this application at intervals not less than those indicated in the Preventive Maintenance Summary, PA DOT Publication 191, current version. This is the recommended level of maintenance to keep the intersection control equipment and signals in mechanically, structurally and aesthetically good condition.

Response Maintenance

The APPLICANT or its contractor will provide response maintenance in accordance with the provisions of the Response Maintenance Schedule. It encompasses the work necessary to restore a traffic signal system to proper and safe operation. Includes Emergency Repair and Final Repair.

FINAL REPAIR:

Repair or replace failed equipment to restore system to proper and safe operation in accordance with permit within a 24-hour period.

EMERGENCY REPAIR:

Use alternative means or mode to temporarily restore system to safe operation within a 24-hour period. Final repair must then be completed within 30 days unless prohibited by weather conditions or availability of equipment.

Response Maintenance Schedule**KNOCKDOWNS**

Support - Mast arm
Support - Strain pole
Span wire/tether wire
Pedestal
Cabinet
Signal heads

TYPE OF REPAIR PERMITTED

Emergency or Final
Emergency or Final
Final Only
Emergency or Final
Emergency or Final
Final Only

EQUIPMENT FAILURE

Lamp burnout (veh. & ped.)
Local controller
Master controller
Detector sensor
 - Loop
 - Magnetometer
 - Sonic
 - Magnetic
 - Pushbutton
Detector amplifier
Conflict monitor
Flasher
Time clock
Load switch/relay
Coordination unit
Communication interface, mode
Signal cable
Traffic Signal Communications
Traffic Signal Systems

Final Only
Emergency or Final
Emergency or Final
Emergency or Final
Emergency or Final
Emergency or Final
Emergency or Final
Emergency or Final
Final Only
Final Only
Emergency or Final
Final Only
Emergency or Final
Emergency or Final
Final Only
Final Only
Final Only

**Exhibit "B":
Recordkeeping**County: CambriaEngineering District: 9-0Department Tracking #: 9-3-99

Initial Submission Date: _____

Recordkeeping

Accurate and up-to-date recordkeeping is an essential component of a good traffic signal maintenance program. In recognition of this fact, the APPLICANT must prepare, retain, and make available to the COMMONWEALTH, on request, a record of all preventive and response maintenance activities performed on the traffic signal equipment covered by this application.

The APPLICANT shall establish a separate file for each installation and keep its records in the municipal building, signal maintenance shop, or other weather-protected enclosure.

At a minimum, the following records will be kept by the APPLICANT or its contractor for each traffic signal. These forms can be found in Section 10.0, Maintenance Record Forms, PA DOT Publication 191, current version.

FORM 1 - Master Intersection Record

This form, which lists all maintenance functions performed at the intersection, should be updated within one day of the activity but no more than one week later.

FORM 2 - Response Maintenance Record

Each time response maintenance is required at the intersection, this form is to be completed. Once the pertinent information is transferred to the master intersection record, this form is to be placed in the intersection file.

FORM 3 - Preventive Maintenance Record

This form will be used to provide a record of the preventive maintenance activities performed at each intersection. The date, the activities performed, and the signature of the person in charge of the work must be recorded in the form.

This form may be kept at the intersection, if it is adequately protected from the weather. Form 1 must be updated at the central file, however, to reflect the date and activity.

**Exhibit "C":
Signal Maintenance Organization**

County :Cambria

Engineering District :9-0

Department Tracking # :9-3-99

Initial Submission Date :

Personnel Classifications

In order to properly maintain the traffic signal equipment covered by this applicant, the APPLICANT agrees to provide, as minimum, the following staff throughout the useful life of equipment. The APPLICANT agrees to abide by all guidance provided in PA DOT Publication 191.

Traffic Engineer - The administrative position which has prime responsibility for the proper operation of traffic signal equipment. The principal function of this position is the supervision and control of subordinate personnel and the planning of their activities to ensure adequate preventive and response maintenance programs.

Minimum Position Requirements

1. A thorough understanding of traffic signal design, installation and maintenance.
2. A working knowledge of the interaction between the following traffic characteristics: Intersection geometry, traffic flow theory, control type (fixed time, actuated, etc.), signal phasing and timing, and interconnection.
3. An ability to supervise subordinate personnel effectively in the assignment of their work.
4. Possession of a college degree in engineering, which includes course work in traffic engineering.
5. Either four years experience in the field of traffic engineering or its equivalent in graduate college work.

Signal Specialist - The individual responsible for the diagnostics and repair of all traffic signal equipment including solid state equipment.

Minimum Position Requirements

1. Extensive training and troubleshooting skills in electronics and software.
2. Ability to repair modules in the shop and to design test equipment needed to diagnose and repair a problem.
3. Ability to make design and modifications to implement or omit special functions.
4. Ability to implement a recordkeeping system to include maintenance activities, inventory control and identification of recurring problems.
5. Ability to perform all tasks required of a signal technician.

Signal Technician - Individual responsible for the operation and maintenance of traffic signals and electromechanical equipment.

Minimum Position Requirements

1. Ability to perform response maintenance on solid state equipment up to the device exchange level.
2. Capability to diagnose a vehicle loop failure and initiate corrective action.
3. Ability to tune detector amplifiers.
4. Ability to follow wiring schematics, check and set timings from plan sheet and check all field connections.
5. Ability to perform preventive maintenance on all equipment and to maintain accurate records of all work perform.

Training

The APPLICANT agrees to secure training in order to upgrade the ability of its present staff to properly perform the required maintenance functions. The APPLICANT agrees to abide by all guidance provided in PA DOT Publication 191.

Budget Requirements

The APPLICANT agrees to provide, in its annual operating budget, dedicated funds which are sufficient to cover the cost of the personnel, training, contractors (if utilized) and specialized maintenance equipment which are required, by virtue of this application. The APPLICANT agrees to abide by all guidance provided in PA DOT Publication 191..

CITY OF JOHNSTOWN, PENNSYLVANIA
RESOLUTION NO. 10257

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOHNSTOWN, PENNSYLVANIA, APPROVING JEFFREY CONSTANTINO'S REQUEST TO PURCHASE FIVE YEARS OF MILITARY SERVICE COMPLETED PRIOR TO EMPLOYMENT WITH THE CITY OF JOHNSTOWN TO INCREASE HIS LENGTH OF SERVICE TO THE CITY FOR FIRE PENSION CALCULATIONS.

WHEREAS, Ordinance 4441 of the Administrative Code of the City of Johnstown, passed finally on October 28, 1987, requires City Council's approval of a Firefighter request for credit of up to five years of military service, where the member is making contributions to the Fire Pension Fund and served in the Armed Forces of the United States after September 1, 1940, and who was not a member of the Fire Pension Fund prior to such military service, upon payment to the Pension Fund of an amount equal to that which he or she would have paid had he or she been a member during the period for which he or she desires credit, and upon his or her payment to the Pension Fund of an additional amount as the equivalent of the contribution of the employer, plus any interest the employer would have been required to pay on the contributions on account of such military service; and

WHEREAS, the purchase of prior military service is further authorized by the Pennsylvania Municipal Retirement Law, as amended, 53 P.S. § 881.305; and

WHEREAS, the current collective bargaining agreement between the City of Johnstown and the International Association of Fire Fighters further authorizes the purchase of up to a maximum of five years of military service to extend the length of service to the City of Johnstown for purposes of measuring pension benefits, pending payments of necessary pension contributions; and

WHEREAS, Jeffrey Constantino has satisfactorily provided documentation in support of his request to purchase five years of military service performed prior to his employment with the City of Johnstown in 2006, and the Pension Board has approved his request; and

WHEREAS, Jeffrey Constantino shall make total contributions to the Pension Fund in the amount of \$13,054.41; and

WHEREAS, the City of Johnstown's Administrative Code nonetheless requires City Council's approval of Jeffrey Constantino's request for credit of five years of military service.

NOW, THEREFORE, BE IT RESOLVED, that the City Council hereby authorizes and approves Jeffrey Constantino's request for credit of five years of military service to increase his length of service to the City for fire pension calculations.

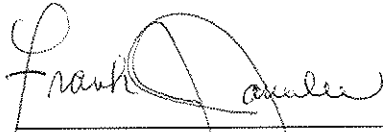
ADOPTED:

February 12, 2020

By the following vote:

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

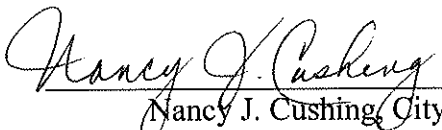
Nays: None (0)



Frank J. Janakovic, Mayor
Marie Mock, Deputy Mayor

ATTEST:

I do hereby certify that the foregoing is a true and correct copy of Resolution No. **10257** as the same adopted by the City Council of the City of Johnstown, Pennsylvania.



Nancy J. Cushing, City Clerk

CITY OF JOHNSTOWN, PENNSYLVANIA

RESOLUTION NO. 10258

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOHNSTOWN, PENNSYLVANIA, AUTHORIZING AND DIRECTING THE INTERIM CITY MANAGER TO EXECUTE A RENEWED LEASE AGREEMENT BETWEEN ESCAPE ROOMS JOHNSTOWN, LLC AND THE CITY OF JOHNSTOWN FOR A ONE YEAR TERM.

WHEREAS, the City of Johnstown, Owns the premises located beneath the Main Street East Parking Garage at 130 Clinton Street, Johnstown, PA 15901; and

WHEREAS, the City of Johnstown entered into an agreement leasing the premises to Escape Rooms Johnstown, LLC on October 10, 2017 for the term of (1) one year with an option to renew; and

WHEREAS, Escape Rooms Johnstown, LLC has notified the City of Johnstown of its desire to additionally renew its lease for another term of one year; and

WHEREAS, The City of Johnstown desires to enter into the attached, updated lease agreement reflecting the renewal by Escape Rooms Johnstown, LLC for a term of one year commencing March 1, 2020 and ending on February 28, 2021;

NOW, THEREFORE, BE IT RESOLVED, that the Interim City Manager hereby be authorized and directed to execute the attached, renewed lease agreement with Escape Rooms Johnstown, LLC for an additional (1) one year term

ADOPTED:

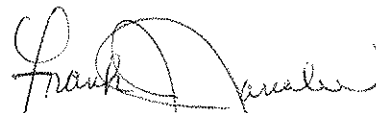
February 12, 2020

By the following vote:

Yeas: Mrs. Mock, Mr. Vitovich, Mr. Arnone, Mr. Britt, Mr. Capriotti, Mayor Janakovic,

Rev. King. (7)

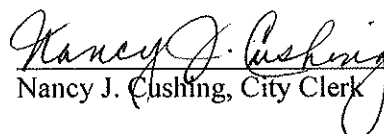
Nays: None (0)



Frank J. Janakovic, Mayor
Marie Mock, Deputy Mayor

ATTEST:

I do hereby certify the forgoing is true and correct copy of Resolution No. ~~10258~~ as the same adopted by City Council of the City of Johnstown, Pennsylvania.



Nancy J. Cushing, City Clerk

Lease Agreement

This Lease Agreement is made and entered into this ____ day of _____ 20____, by and between the **City of Johnstown**, with offices at 401 _____ Main Street, Johnstown, Pennsylvania, (hereinafter referred to as "City") and **David Wilhelm and Dan Shaffer t/d/b/a Escape Rooms Johnstown, LLC**, having an address of 137 Clinton Street, Johnstown, Pennsylvania (hereinafter called "Tenant").

WHEREAS, the City is the legal owner of storefront property located beneath the Main Street East Parking Garage, located at 130 Clinton Street in Johnstown, Pennsylvania; and

WHEREAS, the Tenant desires to rent the Property and operate a destination-based business by providing its customers with a team-solving physical adventure game; and

WHEREAS, the City wishes to enter into an Agreement with Tenant for the lease of the Property.

NOW THEREFORE, with the intent to be legally bound, the parties mutually agree as follows:

1. Basic Agreement Provision

The terms set forth below shall have the corresponding meanings as set forth below:

1.1 Premises - The storefront property located beneath the Main Street East Parking Garage at 130 Clinton Street in Johnstown, Pennsylvania.

1.2 Term - The initial term of this lease shall be for a period of one (1) year commencing on March 1, 2020 and ending on February 28, 2021.

1.3 Rent - Tenant shall pay the City an annual rental of seven thousand eight hundred (\$7,800.00) dollars, payable in equal monthly installments of six hundred fifty (\$650.00) dollars per month, payable in advance on the fifteenth (15th) day of each month throughout the term of this Agreement. •

1.4 Addresses

- | | |
|----------------------------------|---|
| (a) Escape Rooms Johnstown, LLC: | 137 Clinton Street Johnstown, Pennsylvania |
| (b) Address for Premises: | 130 Clinton Street Johnstown, Pennsylvania 15901 |
| (c) City's Address: | 401 Main Street Johnstown, PA 15901 |

2. Premises

- (a) Premises. The City hereby leases to the Tenant and the Tenant hereby leases from the City, subject to the terms and - conditions of this Agreement, the Premises together with all fixtures. The City guarantees that Tenant will be provided habitable property.
- (b) Access. Tenant agrees to permit the City or its duly authorized agents to enter the Premises at all reasonable hours with reasonable prior notice except in the case of emergency for the purposes of concluding inspections which the City shall deem necessary for the safety, preservation or improvement of the Premises. After notice of intent to terminate this Agreement or at any time within three months prior to the expiration of this Agreement, the City shall place a "For Rent" sign on the Premises, but shall not interfere with the Tenant's use or occupancy of the Premises

3. Use of Premises

- (a) Tenant covenants to observe and fulfill all legal provisions and requirements of all statutes, ordinances, rules and regulations whether federal, state, or municipal, relating to the business conducted by or in the Premises, including all licenses and permits necessary for conducting Tenant's Business In, the Premises, and to save the City harmless from penalties, fines, costs, expenses, or damages resulting from Tenant's failure so to do.

4. Term of Agreement

- (a) Initial Term. The initial term of this Agreement shall be for a period of one (1) Year commencing on March 1, 2020 and ending on February 28, 2021.
- (b) Renewal Option. The parties agree that the Tenant shall have the opportunity to renegotiate or renew this Agreement, provided that no default has occurred, and Tenant provides the City with written notice of its intent to exercise this option on or before October 31, 2020.

5. Construction Term

- (a) Construction/Alterations by Tenant. The City agrees to allow Tenant to access the Premises and, following approval by the City Manager, to begin any necessary or desired construction, repairs, and alterations to be performed by the Tenant following the date of execution of this Agreement and prior to the commencement of the initial term on October 1, 2016, provided that Tenant has obtained all local, state, federal and any other jurisdiction's permits required for any work done on the Premises and maintain workmen's compensation insurance and general liability insurance during all times any construction is in progress. Tenant shall provide the City

Manager with proof that necessary insurance has been obtained.

- i. Tenant agrees to indemnify the City against any mechanic's lien, other lien, or claims arising out of the making of any alteration, repair, addition or improvement to the Premises by Tenant.
- ii. Tenant shall provide the City Manager with weekly written updates regarding the progression of construction.

6. Rent Payments

- (a) Commencing on March 1, 2020 and continuing throughout the term of this Agreement, Tenant shall pay the City an annual rental of seven thousand eight hundred (\$7,800.00) dollars, payable in equal monthly installments of six hundred fifty (\$650.00) dollars per month, payable in advance on the fifteenth (15th) day of each month, beginning on March 15, 2020.
- (b) Rent payments must be delivered to the Director of Finance, Room 104, City Hall, 401 Main Street, Johnstown, PA 15901, no later than the close of business on the 15th of each month.

7. Utilities

- (a) Tenant shall be responsible for all utilities currently connected to the Premises and those to be connected in the future. The City shall in no way be liable for loss or interruption of utility service upon the Premises.

8. Insurance

- (a) Tenant agrees that it shall, at its sole cost and expense, keep the following coverages in place during the term of the Agreement:
 - i. Comprehensive General Liability Insurance in the amount of \$1,000,000 per occurrence and not less than \$2,000,000 in aggregate;
 - ii. Casualty insurance, to include extended coverage for vandalism, and malicious mischief.
 - iii. Fire insurance with extended coverage in companies acceptable to the City, equal to the replacement costs of any of Tenant's improvements on the Premises.
 - iv. Commercial general liability insurance insuring the Premises;

- v. Umbrella Insurance not less than \$2,000,000 for any occurrence and \$2,000,000 in the aggregate.
- vi. Such other insurances the City reasonably determines from time to time.

(b) The Tenant shall list the City of Johnstown as an additional insured on each policy and provide written proof of coverage to the City by April 1, 2020.

9. Repairs and Maintenance

- (a) The City shall not be required to make any improvements, replacements, or repairs of any kind or character to the Premises during the term of the Agreement, except as required to maintain the Premises in a habitable condition (heat, AC, sprinkler system, electrical panel) or as otherwise expressly provided in Section 5 above. The City's action in making improvement, replacement or repair, shall not negate this provision, Section 7 addressing utilities or any other provision contained herein.
- (b) The Tenant shall keep the Premises in neat, clean, and good order, and shall surrender the Premises at the expiration or earlier termination of this Agreement in as good condition as when received, excepting only deterioration caused by ordinary wear and tear and damage by fire or other casualty of the kind insured against in standard policies of fire insurance with extended coverage.
- (c) Except as otherwise expressly provided in Sections 5 and 9, Tenant shall make all repairs, alterations, replacements, and modifications to the Premises at Tenant's own expense and using materials and labor of a kind and quality equal to the original work.
- (d) The Tenant shall obtain from local, state, federal and any other jurisdiction all permits required for any work done on the premises.
- (e) Prior to making any structural improvements to the Premises, Tenant shall first secure the prior written consent of the City Manager.

10. Alterations

- (a) Tenant covenants and agrees not to make any alterations, improvements, and additions to the Premises or any part thereof except with the prior written consent of the City Manager and in accordance with all applicable laws and at Tenant's sole cost, including, where applicable, the maintenance or workmen's compensation insurance and general liability insurance during all times any alteration is in progress.

- (b) Tenant further agrees to indemnify the City against any mechanic's lien, other lien, or claims arising out of the making of any alteration, repair, addition or improvement to the Premises by Tenant.

11. Trade Fixtures

- (a) The City shall retain ownership of all trade fixtures, subject to the terms of this Agreement, and allow for the use by the Tenant.
- (b) All trade fixtures installed by the Tenant in the Premises that can be removed without causing irreparable damage to the Premises shall remain Tenant's property and shall be removable at the expiration or earlier termination of this Agreement or any renewal or extension thereof, provided Tenant is not in default under any covenant or condition contained herein. Upon removal at the expiration of this Agreement, Tenant shall promptly repair any damage created by such removal to restore the Premises to their original order and condition. Any such trade fixture not removed at or prior to such termination shall become the property of the City.
- (c) All fixtures and equipment permanently attached to or built into the Premises such as lighting fixtures, heating and air conditioning equipment, whether or not installed by the Tenant, shall not be removable at the expiration or earlier termination of this Agreement, or at the expiration of any renewal or extension thereof, and shall become the property of the City unless removed by the Tenant as provided by this Agreement.

12. Signs

- (a) Tenant shall not install or affix any sign, device, or fixture on or to the exterior of the Premises to promote Tenant's business without first obtaining the City's written consent and complying in all respects with applicable ordinances and regulations. The City shall have the right to remove any unapproved sign and restore the Premises to their condition prior to such installation, with Tenant responsible for the costs of removal and restoration as additional rent payable the subsequent month following such removal.

13. Assignment

Tenant shall not assign, mortgage, pledge or encumber this Agreement, in whole or in part, to any other party without first obtaining the approval of the Johnstown City Council, which shall not be unreasonably withheld. All rights, obligations, and liabilities imposed upon the parties shall extend to and bind their respective heirs, executors, administrators, successors, sublessees, licensees, concessionaires, and assigns, subject to the provisions of this Agreement.

14. Compliance with Laws

The Tenant, at its sole cost and expense, shall comply with all applicable federal, state, county and municipal laws and regulations now or hereafter in force in connection with Tenant's use and occupancy of the Premises.

15. Fire of Other Casualty

Except as herein provided, the City shall have no obligation to repair or rebuild in case of fire or other casualty. If the Premises shall be damaged by fire or other casualty of the kind insured against in standard policies of fire insurance with extended coverage, but are not thereby rendered untenable in whole or in part, the City shall promptly at its own expense, cause such damage to be repaired, and the rent shall not be abated.

If, by reason of such occurrence, the Premises shall be rendered untenable only in part, the City may at its own expense cause the damage to be repaired, and the minimum rent, meanwhile, shall be abated proportionately as to the portion of the Premises rendered untenable.

16. Indemnification

(a) Except and to the extent of any injury to persons or damages to property that is proximately caused by or results from the negligent act or omissions of the City, its employees, or agents. Tenant covenants and agrees to indemnify and hold the City, its employees and agents harmless from and against any and all demands, claims, causes of action, fines, penalties, damages, liabilities, judgments and expenses incurred in connection or arising from:

- i. The use and occupancy of the Premises by the Tenant or any person claiming under Tenant.
- ii. Any act or omission, either wholly or in part, by the Tenant, its agents, subtenants, licensees, concessionaires, contractors, customers, or employees.
- iii. Any activity or work or thing done or permitted by Tenant on or about the Premises.
- iv. Any breach by Tenant or its employees, agents, contractors or invitees of this Agreement.
- v. Any injury or damage to person, property or business of Tenant, its employees, agents, contractors or invitees upon entering the Premises under the express or implied invitation of Tenant.

- vi. Any violation by Tenant of any federal, state, county and municipal laws, and regulations now or hereafter in force.
- (b) If any action or proceeding is brought against the City by reason of any of the foregoing (i) through (vi), the Tenant, upon written notice from the City, shall defend the same at Tenant's expense and pay all costs, expenses and reasonable attorneys' fees incurred or paid by the City in connection with such litigation; provided, however, that Landlord promptly give notice to Tenant and provide information as Tenant may reasonably request to defend such claim, demand, or suit.
- (c) Tenant shall pay all costs, expenses, and reasonable attorneys' fees that may be incurred or paid by the City in enforcing the covenants and conditions of this Agreement, whether incurred as a result of litigation or otherwise.

17. Waiver of Claims

- (a) The City or its duly authorized agents, employees, and contractors shall not be liable, and the Tenant hereby releases the City, from all claims for damage to person or property sustained by the Tenant or any person claiming through the Tenant resulting from fire, accident, occurrence, or condition in or upon the Premises, Tenant's property or contents therein, or any of Tenant's property used in connection, including but not limited to, claims for damage resulting from (1) any failure of plumbing, heating, or air conditioning equipment, electric wiring or installation thereof, water pipes, stairs, railings, or walks, due to Tenant's failure to maintain the same; (2) any equipment or appurtenances becoming out of repair; (3) the bursting, leaking, or running of any tank, washstand, water closet, waste pipe, drain, or any other pipe or tank in, upon or about such building or premise; (4) the backing-up of any sewer pipe or downspout; (5) The escape of steam or hot water; (6) water, snow, or ice being upon or coming through the roof or any other place upon or near such building or premises or otherwise; (7) the falling of any fixture, plaster, or stucco; and (8) broken glass.
- (b) In the event the Premises or its contents are damaged or destroyed by fire or other casualty, the rights, if any, of the City and Tenant against each other with respect to such damage or destruction are waived. All policies of fire and extended coverage or other insurance covering the Premises or its contents shall contain a clause or endorsement providing in substance that the insurance shall not be prejudiced if the assureds have waived their right of recovery from any person or persons prior to the date and time of loss or damage, if any.

18. Surrender and Holding Over

- (a) Tenant covenants and agrees to peaceably surrender to the City the Premises in a broom-clean condition and in good repair upon expiration or termination of this Agreement. In the event that the Tenant shall fail to surrender the Premises upon demand, the City shall have the right to receive as liquidated damages, for all the time the Tenant retains possession of the Premises or any part thereof, an amount equal to twice the minimum rent specified in this Agreement.
- (b) If the Tenant remains in possession of the Premises with the City's consent but without a new Agreement reduced to writing and duly executed, Tenant shall be deemed to be occupying the Premises as Tenant from month to month, but otherwise subject to all the covenants and conditions of this Agreement. In such event, the City shall have the right, on ninety (90) days prior written notice to Tenant, to increase the rent by an amount which will compensate the City for increased costs for services to be provided.

19. Tenant's Performance of Covenants

- (a) Tenant shall perform all of the covenants and conditions on its part to be performed, and it shall immediately, upon receipt of written notice, where notice of nonperformance is required by this Agreement, comply with the requirements of such notice.
- (b) If the Tenant shall violate any covenant or condition herein, whether or not notice is required, the City may at its option do or cause to be done any and all of the things required by this Agreement, and in so doing the City shall have the right to cause its agents, employees, and contractors to enter upon the Premises and in such event shall have no liability to the Tenant for any loss or damage resulting in any way from such action. The Tenant shall pay within thirty (30) days of demand all moneys paid or expenses incurred by the City in taking such actions, including counsel fees, any such sum to be collectible from the Tenant as additional rent hereunder.

20. Default

The occurrence of any of the following shall, in addition to all other events of default provided herein, constitute a default by Tenant:

- (a) The filing of a petition by or against the Tenant or its surety for adjudication as a bankrupt or insolvent, or for its reorganization or for the appointment of a receiver or trustee of the Tenant or the Tenant's property; or an assignment by the Tenant for the benefit of creditors; or the taking possession of the property of the Tenant by any governmental officer or agency pursuant to statutory authority for the dissolution or liquidation of the Tenant; or if a temporary or permanent receiver or trustee shall be appointed for the Tenant or

for the Tenant's property and such temporary or permanent receiver or trustee shall not be discharged within thirty (30) days from the date of appointment; or any other execution, levy, attachment, or other process of law upon the Tenant's interest in the leasehold estate, or any part thereof.

- (b) Failure to pay rent when due within a period of fifteen (15) days after receipt of written notice from the City.
- (c) Vacation or desertion of the Premises or permitting the same to be empty and unoccupied, or the failure to open and actively conduct its business for a period of thirty (30) consecutive calendar days.
- (d) Tenant's removal or attempted removal or manifestation of an intent to remove the Tenant's goods or property from or out of the Premises otherwise than in the ordinary and usual course of business, without having first paid and satisfied the City for all rent which may become due during the entire term of this Agreement.
- (e) The transfer or devolution, whether by operation of law or otherwise (except as hereinabove permitted), of this Agreement or the Tenant's estate or any of Tenant's interest to anyone other than the Tenant, or any such attempted transfer or devolution.
- (f) Tenant's failure to perform or observe any other covenant or condition of this Agreement, after written notice and demand, provided that, if such failure is of such a character as not to permit immediate compliance, then the Tenant's failure to proceed diligently and immediately upon receipt of notice to commence to cure of such failure, and thereafter to complete such cure with all reasonable dispatch within ten (10) days after written notice from the City.

21. Remedies upon Default

In the event of a default by Tenant, the City may at its option exercise all remedies available at law or equity, including but not limited to, assessment of a late fee in the amount of 5% of the outstanding balance for failure to pay any monthly rental installment; at the City's option, the entire rent for the balance of the said term shall immediately without action or notice become due and payable as if by the terms of this Agreement it were payable in advance; termination of the Agreement upon notice to Tenant; subsequent lease of the Premises to any other person upon such terms as the City may deem reasonable; confession of Judgment for ejectment or rent whereby a true copy of this Agreement shall be filed with such action.

- (a) Tenant's Waiver of Rights. Upon default, Tenant shall be a nontenant subject to dispossession by the City without further notice or process of law with release of error and of damages, and the City may reenter the Premises and dispossess Tenant without thereby becoming a trespasser. Tenant hereby waives the benefit of all exemption laws of this Commonwealth that now are in force or may hereinafter be in force, or in any action or actions that may

accrue on this Agreement, and in any distress that may be made for collection of the whole or part of said rent. Tenant also waives the benefit of stay of execution, inquisition, extension, right of appeal, certiorari and all errors, in all proceedings arising out of this Agreement. Tenant hereby waives any and all demand for payment of the rent herein provided for, either on the day due or on any other day, either on land itself or in any other place, and agrees that such demand shall not be a condition of reentry or of recovery of possession without legal process or by means of any action of proceeding whatsoever.

THE FOLLOWING PARAGRAPHS SET FORTH WARRANTS OF AUTHORITY FOR AN ATTORNEY TO CONFESS JUDGMENT AGAINST TENANT. IN GRANTING THIS RIGHT TO CONFESS JUDGMENT AGAINST TENANT, TENANT HEREBY KNOWINGLY, INTENTIONALLY AND VOLUNTARILY, AND, ON ADVICE OF TENANT'S SEPARATE LEGAL COUNSEL, UNCONDITIONALLY WAIVE ANY AND ALL RIGHTS TENANT HAD OR MAY HAVE TO PRIOR NOTICE AND TO AN OPPORTUNITY FOR HEARING UNDER THE RESPECTIVE CONSTITUTIONS OF THE UNITED STATES AND THE COMMONWEALTH OF PENNSYLVANIA.

IN VIEW OF THE COMMERCIAL NATURE OF THE RELATIONSHIP BETWEEN THE CITY AND TENANT, AND THE FACT THAT THE CITY AND TENANT MAY HAVE ADVERSE INTERESTS, TENANT SPECIFICALLY ACKNOWLEDGES AND AGREES THAT THERE IS NO EXPECTATION THAT THE CITY SHALL HAVE ANY DUTY TO ACT IN THE BEST INTERESTS OF TENANT, AND THAT TENANT'S REASONABLE EXPECTATION WITH RESPECT TO THE AUTHORIZATION GRANTED PURSUANT TO ANY POWER OF ATTORNEY HERENDER, IS THAT THE CITY OR ITS ATTORNEY MAY CONFESS JUDGMENT AS SET FORTH HEREIN AND TAKE ALL OTHER ACTIONS WITH RESPECT TO EXERCISING THE RIGHTS AND REMEDIES PROVIDED HEREUNDER. TENANT EXPRESSLY WAIVES ALL DUTIES IMPOSED ON THE CITY THAT MAY ARISE UNDER 20 PA.C.S. § 5601.3(b).

- (b) Confession of Judgment - Ejectment. At the end of the initial term of this Agreement, Tenant authorizes and empowers any attorney of any court of record to appear as attorney for Tenant as well as for all persons claiming by, through or under Tenant, and to confess judgment for the recovery by the City of possession of the Premises. Tenant agrees that (i) an amicable action of ejectment may be entered in the Court of Common Pleas of Cambria County, in which the City shall be plaintiff and Tenants (and all who come into possession during the term or continuance of this Agreement or under this Agreement) shall be defendants, (ii) judgment may be entered thereupon in favor of the plaintiff, without leave of Court, for the Premises, with the same to have the same force and effect as if a summons in ejectment had been regularly issued, legally served and returned, and (iii) that an appropriate writ of possession with clauses for all costs may be

issued forthwith, waiving all errors and defects whatsoever, in entering said judgment, also waiving right of appeal, certiorari, writ of error or stay upon and writ(s) of possession which may issue upon the same. If such action is terminated and possession of the demised Premises remains in or is restored to Tenant, the City shall have the right for the same default and any subsequent defaults or upon the termination of this Agreement to bring one or more further actions to confess judgment for the recovery of possession of the Premises as herein provided..

- (c) Confession of Judgment for Rent. UPON DEFAULT BY TENANT HEREUNDER, TENANT HEREBY AUTHORIZES AND EMPOWERS ANY PROTHONOTARY OR ATTORNEY AT LAW TO APPEAR FOR AND CONFESS JUDGMENT AGAINST TENANT FOR THE UNPAID BALANCE OF THE RENT AND OTHER AMOUNTS PAYABLE BY TENANT HEREUNDER, COURT COSTS, EXPENSES, AND REASONABLE ATTORNEYS' FEES. THE AUTHORITY AND POWER TO APPEAR FOR AND CONFESS JUDGMENT AGAINST TENANT SHALL NOT BE EXHAUSTED BY THE INITIAL EXERCISE THEREOF AND JUDGMENT MAY BE CONFESSED AS OFTEN AS ANY RENT AND OTHER SUMS SHALL FALL DUE OR BE IN ARREARS. SUCH AUTHORITY MAY BE EXERCISED DURING OR AFTER THE EXPIRATION OF THE INITIAL TERM OF THIS AGREEMENT, DURING ANY RENEWAL TERM OF THIS AGREEMENT, AND AFTER THE EXPIRATION OF ANY RENEWAL TERM OF THIS AGREEMENT.

22. Environmental Provisions

- (a) Tenant Representations, Warranties and Covenants. Tenant represents, warrants and covenants that Tenant shall operate and maintain the Premises and operations thereon in compliance with all applicable Federal, state and local laws, regulations and ordinances, including obtaining and maintaining all necessary permits, licenses, etc., applicable to the Premises and Tenant's activities or operations on the Premises, and shall cause its agents, representatives, employees, contractors, customers, and invitees to comply with all same.
 - i. Tenant shall notify the City in writing of any threatened or pending civil, criminal or administrative proceedings, actions, summons, subpoenas, or lawsuits arising directly or indirectly, in connection with past or present operations conducted at the Premises. Tenant shall also promptly provide the City with copies of any notice of violation, complaint, judicial order, settlement documents, administrative correspondences and filings, or other documents which Tenant receives or becomes aware of relating to past or present operations conducted at the Premises or conditions on or adjacent to the Premises.

- ii. Tenant covenants that they shall not cause or allow the generation, treatment, storage, disposal, or release of any Contaminants on or adjacent to or in a manner affecting the Premises; provided, however, that any Contaminant is used, stored, transported, and disposed of in accordance with all applicable Federal, state and local laws, regulations and ordinances. Contaminants shall mean (i) any hazardous substance as that term is defined in the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. 9601 et seq., as amended, (ii) any hazardous waste or hazardous substance as those terms are defined in any local, state or Federal law, regulation or ordinance not inapplicable to the Premises, or (iii) petroleum including crude oil or any fraction thereof.
- iii. Tenant shall immediately report to the City any Release of any Contaminant on or near the Premises and, to the extent required by Environmental Law, immediately report the Release to all appropriate governmental authorities as required by Environmental Law. To the extent that investigation, remedial action or other response to such a Release is required by Environmental Law, Tenant shall undertake such action, in consultation with the City, including without limitation, demonstrating attainment of a remediation standard of the City's choosing under Pennsylvania's Land Recycling and Environmental Remediation Standards Act, 35 P.S. § 6026.101 et al. ("Act 2").

(b) Tenant's Environmental Indemnity. Tenant agrees to indemnify, defend and hold harmless the City, and all of its agents, employees, attorneys-in- tact, attorneys-in-law, representatives, past, present or future, whether named or unnamed (collectively "City Indemnitees") from and against any and all Claims suffered, incurred or brought by City Indemnitees as a result of (a) Tenant's breach of this Agreement; (b) Tenant's violation of Environmental Laws subsequent to the commencement date of this Agreement, or (c) the Release of Contaminants on or adjacent to the Premises subsequent to the commencement date of this Agreement.

23. Non-Waiver

No delay or failure by either party to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

24. Notice

Any notice required or permitted to be given under this Agreement shall be

sufficient if in writing and sent certified mail to the addresses listed in Section 1.5 for the City and Tenant.

25. Entire Agreement

This Agreement contains the entire agreement between the parties.

26. Invalid Provision

If any provision of this Agreement shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision hereof, all of which other provisions shall remain in full force and effect. It is the intention of the parties hereto that if any provision of this Agreement is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

27. Governing Law

The laws of the Commonwealth of Pennsylvania shall govern the validity, interpretation, performance and enforcement of this Lease.

28. Section 25 - Real Estate Taxes

If at any time during the original term of the Lease or during the term of the renewal option, the property becomes subject to County, City, or School District taxes, the Tenant agrees to be responsible for any or all Real Estate Taxes. If the City receives a tax bill from any taxing entity it will provide notice to the Tenant of the amount.

29. Amendments

This Agreement may be amended only by mutual written agreement of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written:

Accepted:

Escape Rooms Johnstown, LLC

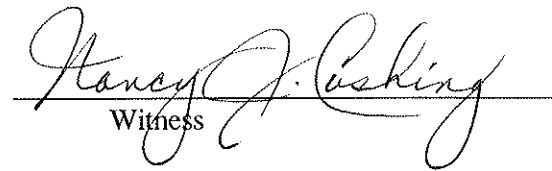
David Wilhem

Dan Shaffer

Witness

City of Johnstown

By: 
John Trant, City Manager


Witness

**CITY OF JOHNSTOWN, PENNSYLVANIA
RESOLUTION NO. 10259**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOHNSTOWN, CAMBRIA COUNTY, PENNSYLVANIA AUTHORIZING THE FIRE CHIEF TO PURSUE AND RESEARCH THE FEASIBILITY OF THE SALE OF A 2000 SUTPHEN SP70 LADDER TRUCK AND PURCHASE OF A USED FIRE ENGINE, CONTINGENT UPON ANY PROPOSED SALE OR PURCHASE BEING PRESENTED TO CITY COUNCIL FOR FINAL APPROVAL AT A LATER TIME.

WHEREAS, the City of Johnstown Fire Chief has recommended review and research of the potential sale of the City's current 2000 Sutphen SP70 Ladder Truck VIN # 1S9A7LLD3Y2003045 and potential purchase of a used fire engine to be completed with the proceeds of any such sale, in order to better serve the Department's needs relative to current equipment available and anticipated costs associated with reserve and primary engines utilized by the fire department; and

WHEREAS, it is understood that the Fire Chief is currently seeking authorization to explore the feasibility of any such sale and corresponding purchase of a used fire engine to replace the Ladder Truck, with the intent to later present to Council any proposed sale and/or purchase in accordance with this Resolution;

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Johnstown, Cambria County hereby authorizes the City of Johnstown Fire Chief to take any and all actions necessary to explore and research the feasibility of the sale of a 2000 Sutphen SP70 Ladder Truck and corresponding purchase of a used fire engine to replace same, contingent upon any proposed sale and/or purchase being presented to City Council at a later time.

ADOPTED: February 12, 2020

By the following Vote:

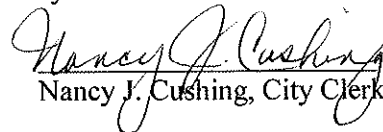
Yeas: Mr. Vitovich, Mr. Arnone, Mr. Britt, Mr. Capriotti, Mayor Janakovic, Rev. King,
Mrs. Mock. (7)
Nays: None (0)



Frank J. Janakovic, Mayor
Marie Mock, Deputy Mayor

ATTEST:

I do hereby certify that the foregoing is a true and correct copy of Resolution No. **10259** as the same adopted by the City Council of the City of Johnstown, Pennsylvania.



Nancy J. Cushing, City Clerk

**CITY OF JOHNSTOWN, PENNSYLVANIA
RESOLUTION NO. 10260**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOHNSTOWN, CAMBRIA COUNTY, PENNSYLVANIA AUTHORIZING THE TRANSFER OF OWNERSHIP AND TRADE OF A 1998 PETERBILT/HACKNEY VEHICLE UTILIZED BY THE FIRE DEPARTMENT FOR PURPOSES OF HAZARDOUS MATERIALS FOR PURPOSES OF CALLS RELATING TO HAZARDOUS MATERIALS, TO THE CAMBRIA COUNTY EMA IN EXCHANGE FOR RECEIPT AND OWNERSHIP, AND TRADE OF A 2005 HME/RVI RESCUE TRUCK, WITH SAID VEHICLES TO BE TRADED AS IS AND WITHOUT WARRANTY.

WHEREAS, the City of Johnstown Fire Chief has recommended a proposed vehicle trade with the City and County that is believed to better benefit both entities in relation to the City's technical rescue operations and the County's Haz-Mat Team Operations, respectively; and

WHEREAS, the parties have agreed that the proposed transfer of ownership and trade of vehicles is in the best interest of both entities for purposes of the delivery of emergency services; and

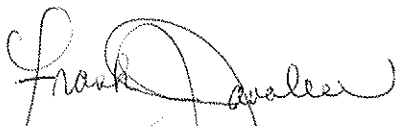
WHEREAS, the proposed transfer of ownership will occur as a trade exchanging the City's 1998 Peterbilt/Hackney Body vehicle, VIN # 3BPNHD7X6WF448388 (Haz-Mat 36-10) for the County's 2005 HME/RVI Rescue Truck VIN # 44KFT42875WZ20654, with said trade occurring as is, with no warranty, and at no cost to either party;

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Johnstown, Cambria County hereby authorizes the proposed transfer of ownership and trade of the City's 1998 Peterbilt/Hackney vehicle with Cambria County EMA, in exchange for the County's 2005 HME/RVI Rescue Truck and further authorizes the Interim City Manager, Fire Chief, and as necessary, the City's Solicitor to take any and all actions necessary to effectuate same.

ADOPTED: February 12, 2020

By the following Vote:

Yeas: Mr. Arnone, Mr. Britt, Mr. Capriotti, Mayor Janakovic, Rev. King, Mrs. Mock,
Mr. Vitovich. (7)
Nays: None (0)



Frank J. Janakovic, Mayor
Marie Mock, Deputy Mayor

ATTEST:

I do hereby certify that the foregoing is a true and correct copy of Resolution No. **10260** as the same adopted by the City Council of the City of Johnstown, Pennsylvania.



Nancy J. Cushing, City Clerk

CITY OF JOHNSTOWN, PENNSYLVANIA

RESOLUTION NO. 10261

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOHNSTOWN, CAMBRIA COUNTY, PENNSYLVANIA AUTHORIZING THE INTERIM CITY MANAGER TO SIGN ALL DOCUMENTS NECESSARY TO EXECUTE AN AGREEMENT WITH CAMPBELL DURRANT BEATTY PALOMBO & MILLER, P.C. TO PROVIDE SPECIAL LABOR COUNSEL LEGAL SERVICES TO THE CITY OF JOHNSTOWN EFFECTIVE FEBRUARY 13, 2020.

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

WHEREAS, said search has resulted in recommendation for Special Labor Counsel Services; and

WHEREAS, the City of Johnstown wishes to appoint Campbell Durrant Beatty Palombo & Miller, P.C. as Special Labor Counsel for the City at fee agreement dated April 2019, attached hereto, in order to ensure specialized Professional Legal counsel for labor matters as the City requires.; and

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Johnstown hereby appoints Campbell Durrant Beatty Palombo & Miller P.C. as Special Labor Counsel, effective February 13, 2020.

ADOPTED: February 12, 2020

By the following Vote:

Yeas: Mr. Britt, Mr. Capriotti, Mayor Janakovic, Rev. King, Mrs. Mock, Mr. Vitovich,

Mr. Arnone. (7)

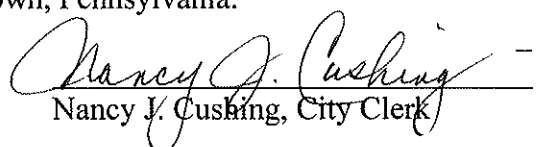
Nays: None (0)



Frank J. Janakovic, Mayor
Marie Mock, Deputy Mayor

ATTEST:

I do hereby certify that the foregoing is a true and correct copy of Resolution No. 10261 as the same adopted by the City Council of the City of Johnstown, Pennsylvania.



Nancy J. Cushing, City Clerk



CAMPBELL DURRANT BEATTY
PALOMBO & MILLER, P.C.

Public Sector, Labor and Employment Law

Michael A. Palombo

Attorney at Law

Direct Dial: 412-395-1265

mpalombo@cdblaw.com

IN REFERENCE TO: JOHNSTWN-13

April 30, 2019

George Hayfield, City Manager
City of Johnstown
401 Main Street
Johnstown, PA 15901

RE: Fee Agreement for City of Johnstown

Dear Mr. Hayfield:

Thank you for selecting Campbell Durrant Beatty Palombo & Miller, P.C. to provide the City of Johnstown with legal representation as Special Labor Counsel. This letter will serve as the Engagement/Fee Agreement letter for legal services to be provided by our firm.

Our representation is limited to the matter described above. To the extent the City of Johnstown would wish to engage our firm to represent the City regarding other matters, the City may be required to sign a separate engagement agreement describing the scope of that representation prior to our initiation of services. It is our policy to confirm in writing the nature of the engagement and the terms of our legal representation.

The law firm charges the following hourly rates for non-PELRAS members: Principals - \$220; Senior Associates - \$200; Associates - \$190; Paralegals and Law Clerks - \$150. The hourly rates for PELRAS members are discounted at the rate of \$10 per hour. As a Principal in the law firm, my current hourly rate would be \$220 per hour for non-PELRAS members or \$210 per hour for PELRAS members. I have enclosed a PELRAS brochure for your review with the City in the event the City of Johnstown may be interested in joining as a member.

In the course of rendering services to the City of Johnstown, it may be necessary for us to incur expenses for items such as filing and recording fees, arbitrator/mediator fees, deposition transcripts, computerized legal research, notary service, various mailing/delivery charges, file delivery costs, document reproduction, travel, lodging, and meals. The actual expenses incurred will vary depending on the services that we provide to the City. Expenses are billed without surcharge. Expense items incurred on your behalf will be itemized separately and listed on our billing statements. Third-party expenses in excess of \$100 may be forwarded directly to the City.

535 Smithfield Street, Suite 700
Pittsburgh, PA 15222
412-395-1280
{DocNo=00622598.1}

One Belmont Avenue, Suite 605
Bala Cynwyd, PA 19004
610-227-2591

www.cdblaw.com

George Hayfield, City Manager
City of Johnstown
April 30, 2019
Page 2

for payment. The law firm will submit monthly invoices describing in detail the work performed as well as any expenses incurred on behalf of the City.

We will keep the City of Johnstown apprised of developments and will consult with the City as necessary to ensure timely, effective and efficient completion of our work. The City acknowledges that we cannot guarantee either the outcome or the time to complete legal services on its behalf. The City also agrees to be cooperative with us, to accurately respond to our inquiries and communications promptly and to provide promptly all information known or available that may be relevant to our engagement.

The law firm has the ability to communicate with its clients through electronic mail ("email"). Generally, email is an accepted way of communication and even intercepted email is protected under the attorney/client privilege. However, there is no absolute certainty that electronic mail will not be intercepted or read by a third party. We will avoid discussing confidential employee information and matters of critical legal strategy through email. Please also note that sending copies of email communication from this firm to third persons could result in a waiver of the attorney/client privilege, and copied emails and routine replies should be used with caution. If you do not want us to use electronic mail at all, please advise this office in writing.

The City of Johnstown will be provided copies of pertinent pleadings, documents, correspondence and other information throughout any case or matter in which we represent the City. These copies will be your file copies; please retain them. We will also keep information in a file in our office, which will be the law firm's file. At the conclusion of this matter(s), we will retain your legal files for a period of five (5) years (either in the original, physical file format or in electronic format). At the expiration of the five-year period, we may destroy these files unless you notify us in writing now that you wish to take possession of them.


This will also confirm that the City of Johnstown may discontinue our representation at any time, with or without cause, by notifying us in writing of your desire to do so. Upon receipt of such notice, we will cease all legal work on behalf of the City of Johnstown immediately. In addition, to the extent permitted by the rules of professional responsibility, we may discontinue our representation at any time for reasons such as if a conflict of interest develops or is discovered, or if there exists, at any time, any fact or circumstance that would, in our opinion, render our continuing representation unlawful, unethical, or otherwise inappropriate. If we elect to discontinue our representation, we would notify the City immediately and would ask that the City take all steps reasonably necessary to effectuate that decision, including the execution of any documents necessary to complete our withdrawal from representation.

Please review this Engagement/Fee Agreement Letter and have the acknowledgment below signed by the appropriate City of Johnstown representative. By signing this agreement, the City of Johnstown confirms that the appropriate representative(s) has read this agreement, understands its

George Hayfield, City Manager
City of Johnstown
April 30, 2019
Page 3

provisions and agrees to abide by its terms. Please return one signed copy to me and keep a copy for the City's records. Should you have any questions concerning this Engagement/Fee Agreement, please do not hesitate to contact me. On behalf of Campbell Durrant, we truly appreciate the opportunity to represent the City of Johnstown.

Very truly yours,



Michael A. Palombo

MAP:mlh

Enclosure

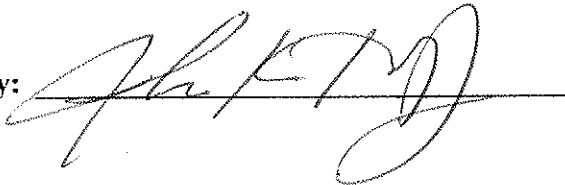
cc: Mechele L. Hoover, Billing Coordinator (via email)

ACKNOWLEDGED AND ACCEPTED

THIS 19th DAY OF February, ~~2019~~ 2020.

CITY OF JOHNSTOWN

By:



**CITY OF JOHNSTOWN, PENNSYLVANIA
RESOLUTION NO. 10262**

**A RESOLUTION OF THE CITY OF JOHNSTOWN, PENNSYLVANIA
SUPPORTING A PETITION TO THE PENNSYLVANIA LIQUOR CONTROL
BOARD ("BOARD'S") BY THE CITY OF JOHNSTOWN FOR THE PROPERTY
KNOWN AS 80 BRIDGE STREET FOR THE SUBSTITUTION OF THE CITY
OF JOHNSTOWN'S NOISE ORDINANCE FOR SECTION 493 (34) OF THE
LIQUOR CODE.**

WHEREAS, The property owner of 80 Bridge Street, Johnstown, PA 15902 also known as Slammin Sam's, desires exemption from Section 493(34) of the Liquor Code regarding amplified music being heard off the licensee's property; and

WHEREAS, as per statutory authority set forth under section 493.1(b) of the Liquor Code (47 P.S. § 4-493.1(b)), a municipality may file a petition with the Board, requesting approval for an identifiable area in the municipality; and

WHEREAS, the municipality identifies the need for said exemption and is in support of the Petition to allow and/or renew the substitution of the Municipal Noise Ordinance No. 3837 passed October 14, 1969; and

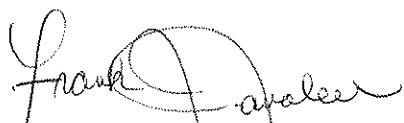
NOW, THEREFORE, BE IT RESOLVED, the Interim City Manager of the City of Johnstown and City Department of Community and Economic Development are authorized to submit to the Pennsylvania Liquor Control Board a petition for an exemption from Sec. 493 (34) of the Liquor Code.

ADOPTED: February 12, 2020

By the following Vote:

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

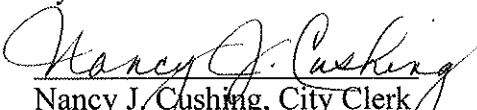
Nays: None (0)



Frank J. Janakovic, Mayor
Marie Mock, Deputy Mayor

ATTEST:

I do hereby certify that the foregoing is a true and correct copy of Resolution No. **10262** as the same by the City Council of the City of Johnstown, Pennsylvania.



Nancy J. Cushing, City Clerk

**CITY OF JOHNSTOWN, PENNSYLVANIA
RESOLUTION NO. 10263**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOHNSTOWN, PENNSYLVANIA, SUPPORTING A PETITION TO THE PENNSYLVANIA LIQUOR CONTROL BOARD (BOARD'S) BY THE CITY OF JOHNSTOWN FOR THE PROPERTY KNOWN AS 229 MAIN STREET FOR SUBSTITUTION OF THE CITY OF JOHNSTOWN'S NOISE ORDINANCE FOR SEC. 493 (34) OF THE LIQUOR CODE.

WHEREAS, The property owner of 229 Main Street, Johnstown, PA 15901 also known as Our Son's Main Event desires exemption from Section 493 (34) of the Liquor Code regarding amplified music being heard off the licensee's property; and

WHEREAS, As per statutory authority set forth under section 493.1(b) of the Liquor Code (47 P.S. § 4-493.1(b)), a municipality may file a petition with the Board, requesting approval for an identifiable area in the municipality; and

WHEREAS, the municipality identifies the need for said exemption and is in support of the petition to allow and/or renew the substitution of the municipal noise ordinance (Ordinance No. 3837 passed October 14, 1969) for Section 493(34) of the Liquor Code and intends to fully enforce said municipal noise regulations in place of Section 493(34) of the Liquor Code; and

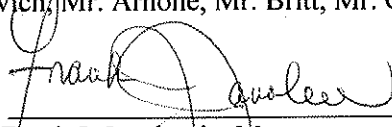
NOW THEREFORE, BE IT RESOLVED the Interim City Manager of the City of Johnstown and the City Department of Community and Economic Development is hereby authorized to submit to the Pennsylvania Liquor Control Board a petition for exemption from Sec. 493 (34) of the Liquor Code.

ADOPTED: February 12, 2020

By the following Vote:

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

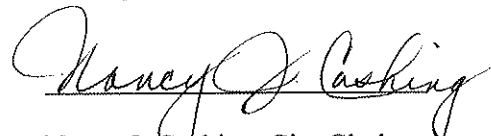
Nays: None (0)



Frank J. Janakovic, Mayor
Marie Mock, Deputy Mayor

ATTEST:

I do hereby certify that the foregoing is a true and correct copy of Resolution No. 10263 as the same by the City Council of the City of Johnstown, Pennsylvania.



Nancy J. Cushing, City Clerk

**CITY OF JOHNSTOWN, PENNSYLVANIA
RESOLUTION NO. 10264**

A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF JOHNSTOWN, PENNSYLVANIA, CAMBRIA COUNTY, PENNSYLVANIA, ACCEPTING THE PROPOSAL OF ABD CONSTRUCTION SERVICES LLC TO PROVIDE BUILDING CODE INSPECTION AND RELATED SERVICES TO THE CITY OF JOHNSTOWN ON AN AS NEEDED BASIS AND AUTHORIZING THE INTERIM CITY MANAGER TO TAKE ALL ACTIONS NECESSARY TO EFFECTUATE SAME.

WHEREAS, the City Council finds it to be in the City's best interest to contract with ABD Construction Services LLC for purposes of varying needs that may arise with respect to Building Code Inspections and related issues; and

WHEREAS the City has received and desires to accept the attached proposal setting forth applicable billing rates and services to be provided, on an as needed and/or as requested basis, with a basic billing rate of \$80.00 per hour,


NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Johnstown, that the City Manager is hereby authorized and directed to execute, on behalf of the City of Johnstown, a contract with ABD Construction Service LLC for BCO Services to review and issue UCC Building Permits for a fee of \$16.00 per hour.

ADOPTED:

February 12, 2020

By the following vote:

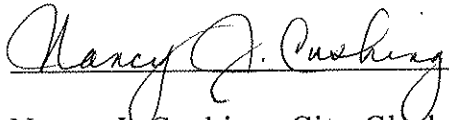
Yeas: Rev. King, Mrs. Mock, Mr. Vitovich, Mr. Arnone, Mr. Britt, Mr. Capriotti,
Mayor Janakovic. (7)
Nays: None (0)



Frank J. Janakovic, Mayor
Marie Mock, Deputy Mayor

ATTEST:

I do hereby certify that the foregoing is a true and correct copy of Resolution No. 10264 as the same adopted by the City Council of the City of Johnstown, Pennsylvania.



Nancy J. Cushing, City Clerk



December 19, 2019

John Dubnansky
City of Johnstown
City Hall
401 Main St
Johnstown PA 15901

Dear Mr. Dubnansky,

ABD Construction Services, LLC per your request offers the following proposal for continuing to aid in the transition of the BCO (Building Code Official) position being employed by the City of Johnstown starting January 1, 2020. ABD Construction will be available to offer assistance from our employees that are Certified as BCO's as well. In addition we will continue to offer our inspection services for On Site Visits as requested by the City for demos, walk-thrus, Occupancy, Future Project Development, Etc We will continue to offer our Third Party Agency Services that are available to all permittees/ contractors as well. Our fee schedule would be as follows:

- a. Code Questions, Code Research, Etc - Hourly Fee \$80.00/hr
- b. Inspection Fee – Minimum of \$80.00, additional \$80.00 for every hour after initial hour.
- c. Long Term/ Ongoing Projects – Will provide a proposal based on scope of work

Billing will be done on a monthly basis for the previous month and would include any additional billing expenses such as mileage and postage at the current Government rate.

Please return an executed original of this agreement for our file. The other original is for your records.

We thank you for this opportunity to be of service. Should you have any questions, please contact this office.

Sincerely,



Gary J. Landis

Third Party Act 45 Inspection Services

ACCEPTED (Client)

Signature: By:  Date: 2-19-20

Printed Name and Title: John Tranter Jr. Interim City Manager

**A RESOLUTION OF THE COUNCIL
OF THE CITY OF JOHNSTOWN
(CAMBRIA COUNTY, PENNSYLVANIA)
ADOPTED FEBRUARY 12, 2020
NO. 10265**

RESOLUTION APPROVING AN AMENDMENT OF THE GREATER JOHNSTOWN WATER AUTHORITY EXPANDING THE PURPOSES OF THE AUTHORITY TO INCLUDE OWNERSHIP AND OPERATION OF SANITARY SEWER FACILITIES AND EXTENDING THE TERM OF EXISTENCE OF THE AUTHORITY TO A DATE FIFTY (50) YEARS FROM THE DATE OF APPROVAL OF THE AMENDMENT BY THE SECRETARY OF THE COMMONWEALTH.

WHEREAS, the Greater Johnstown Water Authority (the "Authority") was incorporated on August 21, 1963, pursuant to the Municipality Authorities Act, as amended (the "Act") and its current members are the Boroughs of Southmont and Westmont and the City of Johnstown, (together, the "Members") for the purpose of owning and operating a water system and to provide for open space recreation; and

WHEREAS, pursuant to the Act, the Authority has a life of 50 years which was extended to a new term of 50 years in 1983 and 2005 so that currently 35 years of authorized existence remain; and

WHEREAS, on January 16, 2020 the Authority authorized an Amendment to its Articles of Incorporation (the "Articles"), to expand its purpose to include the ownership and operation of sanitary sewer facilities and to extend its life for 50 years from the date of approval by the Secretary of the Commonwealth; and

WHEREAS, the Authority has requested that the Members approve the Amendment to its Articles to expand its purpose to include the ownership and operation of sanitary sewer facilities and to extend its life for fifty (50) years, from the date of approval by the Secretary of the Commonwealth for the efficient operation of both water and sewer facilities and to stabilize rates in both; and

WHEREAS, the City desires to aid and cooperate with the Authority in accordance with its wishes.

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Johnstown, as follows:

SECTION ONE: New sections A and B are added to the Articles to read:

"A The term of existence of the Authority will continue for fifty (50) years from the date of approval of the Articles of Amendment by the Secretary of the Commonwealth."

"B The Greater Johnstown Water Authority is authorized to own, acquire, construct and operate sanitary sewer facilities."

SECTION TWO: The Amendment to the Articles is made in accordance with the provisions of Section 3.2 of the Act.

SECTION THREE: The President and Secretary are hereby authorized and directed to execute the proposed Amendment to the Articles, and the Secretary is hereby authorized and directed to affix the seal of the City and attest the signature of the President.

SECTION FOUR: The City Solicitor is hereby authorized and directed to assist the Authority Solicitor and staff of the Authority in publishing the Notice of intention to file the Amendment to the Articles as required by the Act and to file, or cause to be filed, the properly executed Amendment to the Articles with the Secretary of the Commonwealth.


SECTION FIVE: All Articles, Amendments, Resolutions or parts thereof that are inconsistent with this Resolution are hereby repealed.

RESOLVED and ADOPTED this 12th day of February, 2020, by the Council of the City of Johnstown, Cambria County, Pennsylvania, in its lawful session regularly assembled.

ADOPTED: February 12, 2020

By the following vote:

Yeas: Mrs. Mock, Mr. Vitovich, Mr. Arnone, Mr. Britt, Mr. Capriotti, Mayor Janakovic,
Rev. King. (7)
Nays: None (0)



Frank J. Janakovic, Mayor
Marie Mock, Deputy Mayor

ATTEST:

I do hereby certify that the foregoing is a true and correct copy of Resolution No. 10265 as the same adopted by the City Council of the City of Johnstown, Pennsylvania.



Nancy J. Cushing, City Clerk

**CITY OF JOHNSTOWN, PENNSYLVANIA
RESOLUTION NO. 10266**

A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF JOHNSTOWN, PENNSYLVANIA, CAMBRIA COUNTY, PENNSYLVANIA, ENTERING AN AGREEMENT WITH GIBSON-THOMAS ENGINEERING CO., INC. FOR CERTAIN CONTRACT ADMINISTRATION AND CONSTRUCTION MANAGEMENT/OVERSIGHT SERVICES AND AUTHORIZING THE INTERIM CITY MANAGER TO TAKE ALL ACTIONS NECESSARY TO EFFECTUATE SAME.

WHEREAS, the City Council finds it to be in the City's best interest to retain Gibson-Thomas Engineering Co., Inc. to provide contract administration and construction management/oversight services with respect to the City's ongoing sewer collection system construction projects; and

WHEREAS, the City desires to enter into an Agreement specifically delineating the role of Gibson-Thomas Engineering Co., Inc. as Consulting Engineer for Contract Administration and Construction Management, in accordance with the fee schedule contained in said Agreement and attached to this Resolution; and

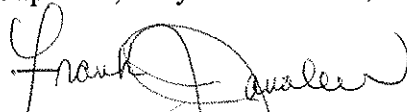
WHEREAS, the City's adoption of this Resolution and the attached Agreement shall have the effect of repealing and replacing any/all prior Agreements with Gibson-Thomas Engineering, and any/all prior Resolutions authorizing same to the extent they conflict with this Resolution and attached Agreement;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Johnstown, that the Interim City Manager is hereby authorized and directed to execute, on behalf of the City of Johnstown, the attached agreement for Gibson-Thomas Engineering Co., Inc. to serve as the City's Consulting Engineer for Contract Administration and Construction Management, effective February 12, 2020, and be it further resolved that any/all prior Agreements and/or Resolutions addressing the City's relationship with Gibson-Thomas are hereby repealed to the extent that they are inconsistent with this Resolution and attached Agreement.

ADOPTED: February 12, 2020

By the following vote:

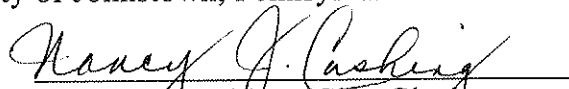
| | |
|---|-----|
| Yeas: Mr. Vitovich, Mr. Arnone, Mr. Britt, Mr. Capriotti, Mayor Janakovic, Rev. King, | |
| Mrs. Mock. | (7) |
| Nays: None | (0) |



Frank J. Janakovic, Mayor
Marie Mock, Deputy Mayor

ATTEST:

I do hereby certify that the foregoing is a true and correct copy of Resolution No. 10266 as the same adopted by the City Council of the City of Johnstown, Pennsylvania.



Nancy J. Cushing, City Clerk

ENGINEERING AGREEMENT

CITY OF JOHNSTOWN

CITY CONSULTING ENGINEER

THIS AGREEMENT made with an effective date of this 12th day of February, 2020, by and between the City of Johnstown, a municipal corporation having as its principal address 401 Main Street, Johnstown, PA 15901, (hereafter "CITY"),

AND

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

WHEREAS, CITY desires to retain the services of the ENGINEER for the purposes and the considerations set forth below, and the ENGINEER desires to provide such services on said terms and conditions.

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

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

II. CONSTRUCTION MANAGEMENT

ENGINEER shall provide contract administration and construction management/oversight services during the construction phase of the SERVICES.

- 2.01 The ENGINEER will render to the CITY for such services, an invoice once each month, for compensation for such services performed hereunder during such period. The cost of these services are a not to exceed price estimated on schedules provided and are listed herein. In the event the scope or quantity of services are less or greater than anticipated, the parties shall by written agreement as set forth in Section 6.05 alter the anticipated services and corresponding remuneration using the attached rate schedule, using the rates relative to the category used to supply services. The person performing construction oversight shall maintain a daily diary to record all activities related to the SERVICES including but not limited to observing the contractors work, weather, work progress and problems or potential problems, to be reported to the ENGINEER. Projects applicable to this contract are listed below.

| <u>Project</u> | <u>Service Costs</u> |
|-------------------|----------------------|
| Fairfield Ave. | \$175,000 |
| Old Conemaugh | \$185,000 |
| Business District | \$185,000 |
| Miscellaneous | \$165,000 |

III. GENERAL

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

IV. CITY'S RESPONSIBILITIES

CITY shall:

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

V. COMPENSATION OF ENGINEER

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

VI. GENERAL CONDITIONS

6.01 Non-Discrimination

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

6.02 Insurance

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

6.03 Arbitration

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

6.04 Termination of Engineer for Cause

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

6.05 Changes

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

6.06 Compliance with Applicable Laws

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


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

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

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


(SEAL)

CITY OF JOHNSTOWN


John K. Trant, Jr., Esq. –
Interim City Manager

2-19-20
Date

ATTEST:


2-19-20
Date

(SEAL)

GIBSON-THOMAS ENGINEERING CO., INC.

Edward F. Schmitt – Partner

Date

ATTEST:

Date



Gibson-Thomas ENGINEERING

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

2019 - FEES AND SCHEDULE OF CHARGES

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

Billing Rate Per Hour

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

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

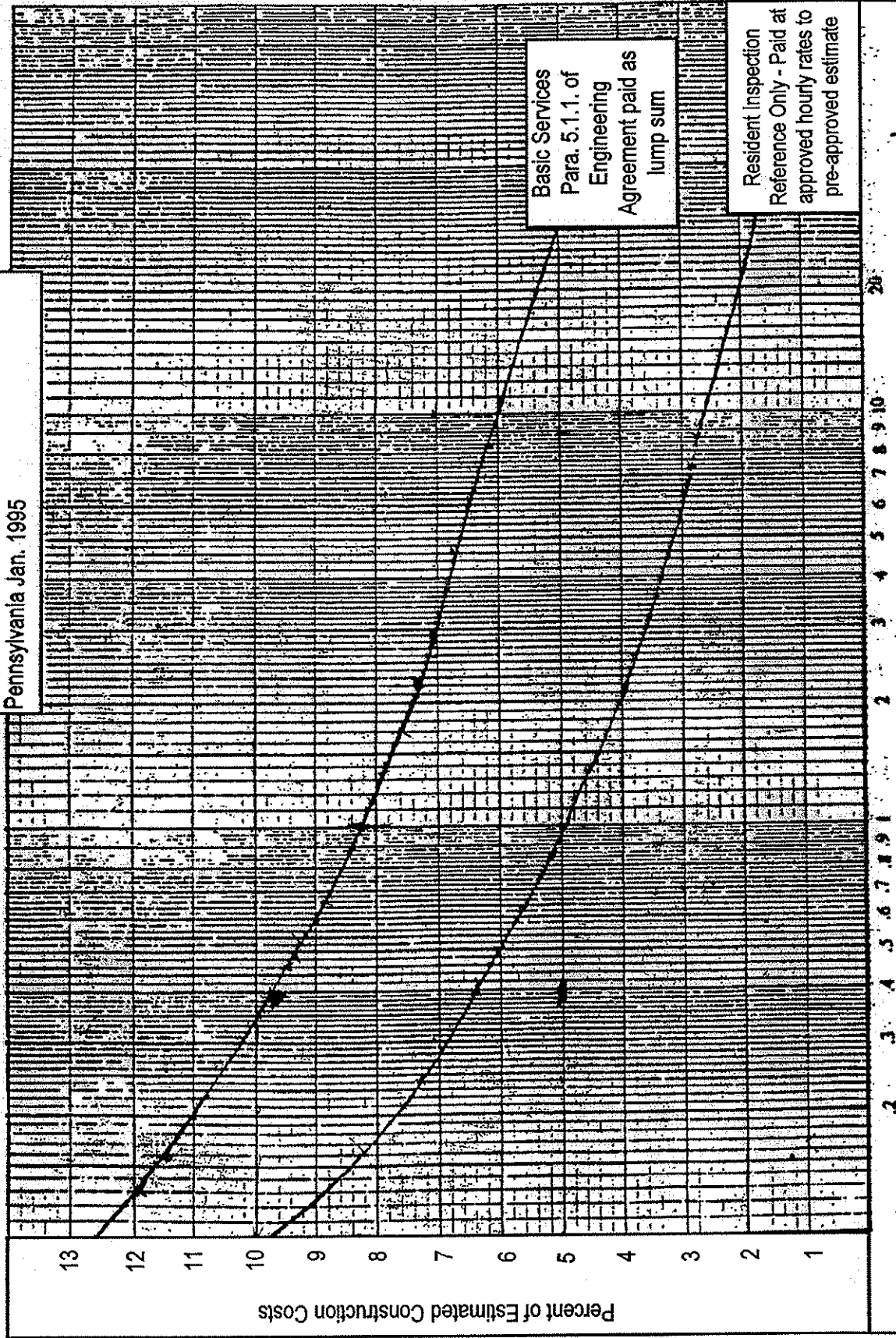
Please note: All work is subject to written authorization prior to initiation.

ESTABLISHED 1916

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

ENGINEERING FEE GUIDELINE

Pennsylvania Jan. 1995



Total Construction Estimate in Millions - No Contingency

CITY OF JOHNSTOWN, PENNSYLVANIA

RESOLUTION NO. 10267

A RESOLUTION OF THE CITY OF JOHNSTOWN, PENNSYLVANIA IN SUPPORT OF A
CITIZENS COMMISSION FOR LEGISLATIVE AND CONGRESSIONAL REDISTRICTING

WHEREAS, the citizens of the City of Johnstown and the Commonwealth of Pennsylvania deserve a fair, fully transparent, impartial and depoliticized process of the decennial drawing of state legislature and congressional districts of near equal population; and

WHEREAS, legislative and congressional redistricting has at times resulted in gerrymandered districts that favor one political party over others; and

WHEREAS, such gerrymandering of legislative and congressional districts has worked at times to the detriment of our representative democracy; and

WHEREAS, the creation of a truly independent citizens redistricting commission devoid of political motivation or partisanship will: ensure a fair, transparent, and accurate legislative and congressional redistricting process that respects political subdivisions; prohibit districts from being drawn to favor or discriminate against a political party or candidate; require the use of impartial and sound methodology when setting district boundaries; require public input; and fully comply with the constitutional requirement that “no county, city, incorporated town, borough, township or ward” be divided “unless absolutely necessary,” and

WHEREAS, legislation to amend the Pennsylvania Constitution to reform the decennial legislative and congressional redistricting process with the intent of using fairness and sound methodology in a non-partisan fashion is required to ensure these reforms.

NOW, THEREFORE, BE IT RESOLVED that the members of the Johnstown City Council, do hereby support legislative efforts to amend the Pennsylvania Constitution to assign the decennial task of both legislative and congressional redistricting to an independent citizens' redistricting commission; and

BE IT FURTHER RESOLVED that we call upon all those elected officials and party leaders in the Commonwealth of Pennsylvania who represent the citizens of the City of Johnstown to publicly announce their support of and commitment to work towards passage of such legislative efforts, and that a copy of this resolution be delivered to each of them.

Governor: Tom Wolf
Office of the Governor
508 Main Capitol Building
Harrisburg, PA 17120

Lt. Governor: John Fetterman
501 North Street, Suite 200
Harrisburg, PA 17120

Attorney General: Josh Shapiro
16th Floor, Strawberry Square
Harrisburg, PA 17120

Secretary of Commonwealth: Kathy Boockvar
401 North Street,
200 North Office Building
Harrisburg, PA 17120

US Senator, Robert Casey
393 Russell Senate Office Building
Washington DC 20510

US Senator Patrick Toomey
248 Russell Senate Office Building
Washington DC 20510

US Representative: John Joyce
1337 Longworth HOB
Washington, DC 20515

PA Senator: Wayne Langerholc
Room: 187 Main Capitol
Senate Box 203035
Harrisburg, PA 17120-3035

PA Representative: Jim Rigby
432 Irvis Office Building
House PO Box 202071
Harrisburg, PA 17120-2071

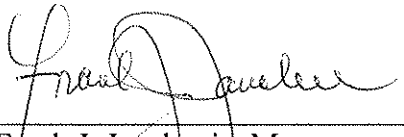
PA Representative: Frank Burns
325 Main Capitol Building
PO Box 202072
Harrisburg, PA 17120-2072

ADOPTED:

February 12, 2020

By the following vote:

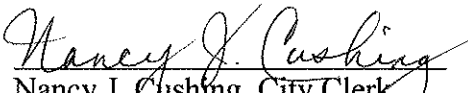
Yeas: Mr. Arnone, Mr. Britt, Mr. Capriotti, Mayor Janakovic, Rev. King, Mrs. Mock,
Mr. Vitovich. (7)
Nays: None (0)



Frank J. Janakovic, Mayor
Marie Mock, Deputy Mayor

ATTEST:

I do hereby certify that the foregoing is a true and correct copy of Resolution No. **10267** as the same adopted by the City Council of the City of Johnstown, Pennsylvania.



Nancy J. Cushing, City Clerk