

**CITY OF JOHNSTOWN, PENNSYLVANIA
RESOLUTION NO. 10320**

A RESOLUTION OF CITY COUNCIL OF THE CITY OF JOHNSTOWN, CAMBRIA COUNTY PENNSYLVANIA, AUTHORIZING THE INTERIM CITY MANAGER AND FINANCE DIRECTOR TO TAKE ALL ACTIONS NECESSARY TO EFFECTUATE A CONVERSION TO SELF-INSURED STATUS FOR PURPOSES OF PA UNEMPLOYMENT COMPENSATION EFFECTIVE JANUARY 1, 2021.

WHEREAS, the City of Johnstown has paid PA Unemployment Tax of \$39,000 in 2019 and will pay approximately \$44,000 in 2020; and

WHEREAS, unemployment claims paid to former employees have been \$24,186 in 2019, \$9,144 in 2018, and \$9,544 in 2017; and

WHEREAS, it is projected that in 2020 former employees will be paid approximately the same amount as paid in 2019; and

WHEREAS, a comparative analysis of the amounts of annual PA Unemployment Tax paid by the City to the amounts of unemployment claims paid in preceding years to former employees indicates that would less expensive and result in savings for the City to self-insure and pay said claims directly rather than the annual tax; and

NOW, THEREFORE, BE IT RESOLVED, by City Council of Johnstown, Cambria County, Pennsylvania, that the Interim City Manager and Finance Director are hereby authorized to take any/all actions necessary to effectuate a conversion to self-insured status for purposes PA Unemployment Compensation effective January 1, 2021.

ADOPTED:

September 9, 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. **10320** 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. 10321**

A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF JOHNSTOWN, CAMBRIA COUNTY, PENNSYLVANIA, APPROVING AND AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO AND TAKE ANY/ALL ACTIONS NECESSARY TO EFFECTUATE A TWO YEAR AGREEMENT WITH THE GREATER JOHNSTOWN SCHOOL DISTRICT FOR THE PROVISION OF TWO POLICE OFFICERS TO SERVE AS SCHOOL RESOURCE OFFICERS, WITH AN OPTIONAL THIRD OFFICER TO BE ASSIGNED IF REQUESTED BY THE SCHOOL DISTRICT.

WHEREAS, the Greater Johnstown School District desires to have a City Police presence within their school buildings; and

WHEREAS, the parties previously entered into a School Resource Officer Agreement which expired as of June 30, 2020 and have subsequently negotiated updated terms and conditions; and

WHEREAS, the parties mutually desire to enter into a two year agreement commencing on August 31, 2020 and concluding on June 30, 2022 in which the City shall provide two police officers to be assigned at the high school and middle school/elementary school, respectively, with an option for the School District to request a third police officer in exchange for compensation based on salary costs of the officers and further terms and conditions outlined in the parties' School Resource Officer Agreement;

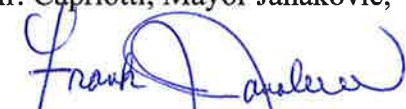
NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Johnstown, Cambria County, Pennsylvania that the City hereby approves and authorizes the Interim City Manager to enter into and take any/all actions necessary to effectuate a two year agreement for the provision of police officers to serve as School Resource Officers for the Greater Johnstown School District, with an option for a third School Resource Officer to be requested by and assigned to the School District.

ADOPTED:

September 9, 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. 10321 as the same adopted by the City Council of the City of Johnstown, Pennsylvania.



Nancy J. Cushing, City Clerk

SCHOOL RESOURCE OFFICER AGREEMENT

AGREEMENT made as of the ____ day of _____, 2020, between the CITY OF JOHNSTOWN (City) and the GREATER JOHNSTOWN SCHOOL DISTRICT (School District)

WHEREAS, the School District wishes to have city police presence in their schools; and,

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

1. **Terms.**

This Agreement shall begin on August 31, 2020, and shall conclude on June 30, 2022.

2. **Scope.**

- a. The City shall provide a two police officers, one of which shall be primarily placed at the High School and the other of which shall be primarily placed at the Middle School during the school year. The officer shall be primarily placed at the Middle School. The School District may also use said police officer to be stationed at the Middle School at t the Johnstown Elementary School.
- b. Each police officer shall perform his/her duties for the School District from 7:00 a.m. until 3:00 p.m., during the 9 month school year and will start one week prior to the date the teachers return.
- c. The City will not have to provide a substitute police officer when any of the two assigned officer(s) is on vacation or has called off sick.
- d. The police officers assigned herein will not be pulled from the School District by the City for coverage of any police officer that does not report to duty that day, whether it be for vacation, sick days, or E days. If there is a violation of this clause by the City, the School District will have the option to terminate this Agreement. Any assigned School Resource Officer may respond to an emergency situation that occurs near the Greater Johnstown School District's buildings.
- e. Each/all assigned police officers shall remain an employee of the City of Johnstown and not the Greater Johnstown School District at all times.

3. **Compensation.**

- a. The School District shall pay a total amount for the assignment of the two police officers for each year of this Agreement, which shall be equivalent to a combined total of 9 months of salary costs, without the inclusion of benefit

costs, for each officer, to be paid in 9 monthly installments. It is understood and agreed that this amount is currently \$40,750.00 for each officer, for a combined total of \$81,500.00 as of September 2020, and a monthly installment payment of \$9,055.56. However it is further understood and agreed that the relevant amount shall be subject to an increase in January of each year of the Agreement which shall be equivalent to the percentage increase in salary cost for each of the assigned officers as specified in Police CBA.

- b. The School District shall not be responsible for payment of a police officer's vacation and sick days.
- c. The School District shall be billed based upon the bi-weekly time sheets submitted to the City Finance Office.
- d. The School District will pay for the School Resource Officer to attend one certified training, per year.

4. **Optional Third Officer.**

- a. The School District shall have the option of requesting and receiving assignment of a third police officer pursuant to the following terms and conditions outlined in this section.
- b. The School District must notify the City at least 60 days advance of the effective date upon which it wishes to receive a third assigned police officer and include the anticipated location of said police officer's assignment within its notice to the City.
- c. The School District shall pay 100% of all salary and benefit costs for the third police officer, which represents total costs of the officer for a period equivalent to twelve months, regardless of the date or length of time for which the third officer is assigned in any given year of this Agreement.
- d. The twelve month's salary and benefit costs of the Third Police Officer shall increase in January of each year of this Agreement at a percentage commensurate to the salary costs and dollar amount equivalent to benefits costs as specified in the City of Johnstown's Collective Bargaining Agreement for Police.
- e. Except as otherwise provided in this section, all other terms and conditions of this Agreement shall apply to the assignment of the Third Police Officer, in the event this option is exercised.

5. **Selection of a Police Officer.**

The City and the School District shall work together in the selection of the assigned police officers. If mutually acceptable police officers cannot be selected,

the City shall submit three (3) names to the School District for selection. The School District shall have final approval in the assigned officer selection process.

6. **Duties.**

- a. The guidelines and duties of the assigned police officers shall be those outlined in the Job Description for the School Resource Officer (attached hereto and marked as Exhibit "A").
- b. Decisions regarding suspension or expulsion of a student shall be made by the School District.
- c. Decisions regarding any arrest shall be made by the police officer. When possible, the School District shall be notified in advance of any arrests.

7. **Controlling Law.**

The Agreement shall be construed and enforced pursuant to the laws of the Commonwealth of Pennsylvania.

8. **Entire Agreement.**

This Agreement constitutes the entire Agreement among the parties and supersedes any and all prior understandings and agreements.

IN WITNESS WHEREOF, and intending to be legally bound, the parties have caused this Agreement to be duly executed by their duly authorized representatives, as of the date first above written.

CITY OF JOHNSTOWN

ATTEST:

By: _____
Interim City Manager

**GREATER JOHNSTOWN
SCHOOL DISTRICT**

ATTEST:

By: _____
Eugene D. Pentz, Board President

Debra A. Crowder, Board Secretary



City of Johnstown, Pennsylvania
Police Department

**Public Safety Building
401 Washington Street
Johnstown, PA 15901
OFFICE 814-539-0889
FAX 814-535-7874**

Exhibit A

School Resource Officer [SRO] Job Description

1. Foster, develop and maintain open lines of communication to achieve a positive and safe learning environment between students, faculty, parents and police officers.
2. Organize, develop and present in a classroom setting individualized lessons and materials as per the guidelines mutually agreed upon by police and school officials.
3. Formulate positive crime prevention programs aimed at young persons with school officials. Develop and implement periodic programs for youth.
4. Serve as a school liaison officer providing guidance on ethical issues in the classroom setting, providing individual counseling to students and explaining the role of law enforcement.
5. Properly channel disclosure information regarding sexual abuse or other sensitive confidential matters to the proper investigative/social agencies.
6. Promote and maintain a safe and drug free environment within the Johnstown City School System.
7. Enforce the Juvenile Act within Title 42 of the Pennsylvania Judicial Code with special emphasis upon the enforcement of laws pertaining to:
 - a. Possession, use, or sale of controlled substances including alcohol, cigarettes and drugs.
 - b. Weapons violations.
 - c. Truancy Laws.
 - d. Assaults committed by or upon students.
 - e. Children at risk of destructive behaviors in a crisis situation.
8. Provide a direct police link between all Johnstown schools and the police department maintaining regular and close contact with existing police resources.
9. Provide traffic control and parking lot monitoring before and after school.
10. Provide police work for the city during summer and school vacations as directed by the Police Chief.

11. Complete statistical information to be used for problem-oriented police evaluations.
12. Maintain and expand the good will and positive student contact established throughout the system through involvement with youth and visibility to the student body.
13. Assist and advise in security matters regarding school district properties.
14. Communicate and collaborate with social services and other agencies as it relates to juvenile issues, probation, truancy and child protection.
15. Perform other functions and duties as assigned by proper authority.

**CITY OF JOHNSTOWN, PENNSYLVANIA
RESOLUTION NO. 10322**

A RESOLUTION OF CITY COUNCIL OF THE CITY OF JOHNSTOWN, CAMBRIA COUNTY PENNSYLVANIA, AUTHORIZING THE INTERIM CITY MANAGER AND FINANCE DIRECTOR TO SIGN ALL DOCUMENTS AND TAKE ANY/ALL OTHER ACTIONS NECESSARY IN THE PURCHASE OF ONE (1) PICK UP TRUCK AND ONE (1) DUMP TRUCK CHASSIS FROM MC CALL MOTORS PLUS ONE (1) 9 ½' ALUMINUM DUMP BODY FROM SAMCO INC.

WHEREAS, the City of Johnstown Public Works Department requires replacement of two high mileage and aged public works vehicles, and has budgeted for replacement with fully equipped (2020) 2500 Tradesman Regular Cab 4 X 4 Pickup Truck and (2020) 5500 regular Cab Chassis 4 X 4 with an 9 ½' Aluminum Body Dump Bed Truck; and

WHEREAS, Purchase of these vehicles will be made from the Capital Fund, Account No. 18.489.25.270.00; and

WHEREAS, through a search for dump and pickup trucks, McCall Motors and Samco Inc. offered the lowest (COSTAR) quote for a (2020) 2500 Tradesman Regular Cab 4 X 4 Pickup Truck at \$29,652.92, and a (2020) 5500 Regular Cab Chassis 4 X 4 with a 9 ½' Aluminum Dump Bed \$61,199.31 with a total price for both vehicles of \$90,852.23.

NOW, THEREFORE, BE IT RESOLVED, by City Council of Johnstown, Cambria County, Pennsylvania, that the Interim City Manager and Finance Director are hereby authorized to sign all documents and take any/all other actions necessary to accept the McCall Motors and Samco, Inc. price offer on said public works vehicles.

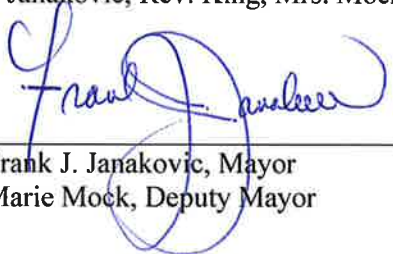
ADOPTED:

September 9, 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. 10322 as the same adopted by the City Council of the City of Johnstown, Pennsylvania.



Nancy J. Cushing, City Clerk

MCCALL MOTORS, INC.
 4914 ADMIRAL PEARY HWY
 EBENSBURG, PA 159311960

Configuration Preview

Date Printed: 2020-07-14 10:50 AM
 Estimated Ship Date: VIN:
 VON:

Quantity: 1
 Status: BA - Pending order
 FAN 1: 00KPE City of Johnstown PA
 FAN 2:
 Client Code:
 Bid Number: TB0087
 PO Number:

Sold to:
 MCCALL MOTORS, INC. (23461)
 4914 ADMIRAL PEARY HWY
 EBENSBURG, PA 159311960

Ship to:
 MCCALL MOTORS, INC. (23461)
 4914 ADMIRAL PEARY HWY
 EBENSBURG, PA 159311960

Vehicle: 2020 2500 TRADESMAN REG CAB 4X4 (140 in WB 8FT 0 IN box) (DJ7L62)

	Sales Code	Description	MSRP(USD)
Model:	DJ7L62	2500 TRADESMAN REG CAB 4X4 (140 in WB 8FT 0 IN box)	36,645
Package:	2ZA	Customer Preferred Package 2ZA	0
	ESA	6 4L Heavy Duty V8 HEMI with MDS	0
	DFX	8-Spd Auto 8HP75-LCV Transmission	0
Paint/Seat/Trim:	PW7	Bright White Clear Coat	0
	APA	Monotone Paint	0
	*TX	HD Vinyl 40/20/40 Split Bench Seat	0
	-X8	Black/Diesel Gray	0
Options:	MAF	Fleet Purchase Incentive	0
	GPG	Power Black Trailer Tow Mirrors	195
	MWH	Rear Wheelhouse Liners	195
	XHC	Trailer Brake Control	295
	XMF	Spray in Bedliner	565
	WBN	18X8.0 Steel Wheels	295
	DK3	Elec Shift-On-The-Fly Transfer Case	295
	AD2	Snow Chief Group	845
	4DH	Prepaid Holdback	0
	A61	Tradesman Level 1 Equipment Group	895
	4ES	Delivery Allowance Credit	0
	5N6	Easy Order	0
	4FM	Fleet Option Editor	0
	4FT	Fleet Sales Order	0
	135	Zone 35-Washington	0
	4EA	Sold Vehicle	0
Non Equipment:	4FA	Special Bid-Ineligible For Incentive	0
Bid Number:	TB0087	Government Incentives	0
Discounts:	YG2	5.2 Additional Gallons of Gas	0
Destination Fees:			1,695
Total Price:			<u>41,920</u>

Order Type: Fleet
 Scheduling Priority: 1-Sold Order
 Salesperson:
 Customer Name:
 Customer Address:

PSP Month/Week:
 Build Priority: 99

USA

CoStar pricing \$29,652.92

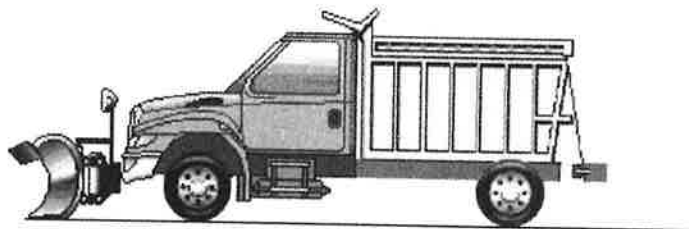
Note: This is not an invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change or correction without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for final vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.

Prepared For:
CITY OF JOHNSTOWN
DIRECTOR OF FINANCE
ROOM 104, CITY HALL
JOHNSTOWN, PA 15901-
(814)533 - 2092
Reference ID: City Johnstown

Presented By:
Tri County Motor Sales
Dennis Thomas
1575 Ferndale Avenue
Johnstown PA 15905 -
(800)452-0276

Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.

City Of Johnstown



CV515 4x4

Costars

Model Profile
2021 CV515 SFA (CV515)

AXLE CONFIG:	4X4
APPLICATION:	Front Plow with spreader
MISSION:	Requested GVWR: 19500. Calc. GVWR: 19500 Calc. Start / Grade Ability: 42.99% / 2.92% @ 55 MPH Calc. Geared Speed: 102.5 MPH
DIMENSION:	Wheelbase: 165.00, CA: 83.80, Axle to Frame: 49.00
ENGINE, DIESEL:	{International 6.6} EPA 2017, 350HP @ 2700 RPM, 700 lb-ft Torque @ 1600 RPM, 2900 RPM Governed Speed, 350 Peak HP (Max)
TRANSMISSION, AUTOMATIC:	{Allison 2700 RDS} 5th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Park Pawl, with 23,500-lb GVW and 26,000 GCW Max, On/Off Highway
AXLE, FRONT DRIVING:	{Dana Spicer 60-256} Single Reduction, 7,500-lb Capacity, with Hub Piloted Wheel Mounting
AXLE, REAR, SINGLE:	{Dana Spicer S14-110} Single Reduction, 13,500-lb Capacity, 190 Wheel Ends Gear Ratio: 4.30
CAB:	Conventional, Day Cab
TIRE, FRONT:	(2) 225/70R19.5 Load Range G HYBRID HD3 (CONTINENTAL), 647 rev/mile, 87 MPH, Drive
TIRE, REAR:	(4) 225/70R19.5 Load Range G HYBRID HD3 (CONTINENTAL), 647 rev/mile, 87 MPH, Drive
SUSPENSION, REAR, SINGLE:	13,500-lb Capacity, Vari-Rate Springs
PAINT:	Cab schematic 100CX Location 1: 4421, School Bus Yellow (Std) Chassis schematic N/A

<u>Description</u>	<u>(US DOLLAR)</u>	<u>Price</u>
Factory List Prices:		
Product Items	\$59,629.00	
Service Items	\$0.00	
Total Factory List Price Including Options:		\$59,629.00
Freight	\$1,595.00	
Total Freight:		\$1,595.00
Total Factory List Price Including Freight:		\$61,224.00
Less Customer Allowance:		(\$7,654.00)
Total Vehicle Price:		\$53,570.00
Total Sale Price:		\$53,570.00
Total Per Vehicle Sales Price:		\$53,570.00
Net Sales Price:		\$53,570.00

Please feel free to contact me regarding these specifications should your interests or needs change. I am confident you will be pleased with the quality and service of an International vehicle.

Approved by Seller:

Accepted by Purchaser:

Official Title and Date

Firm or Business Name

Authorized Signature

Authorized Signature and Date

This proposal is not binding upon the seller without Seller's Authorized Signature

Official Title and Date

The TOPS FET calculation is an estimate for reference purposes only. The seller or retailer is responsible for calculating and reporting/paying appropriate FET to the IRS.

The limited warranties applicable to the vehicles described herein are Navistar, Inc.'s standard printed warranties which are incorporated herein by reference and to which you have been provided a copy and hereby agree to their terms and conditions.

Samco, Inc

PO Box 116
 865 Locust St.
 St. Michael, PA 15951
 814-495-9632

Price Quote

Date	Estimate #
7/9/2020	6397

Fax - 814-495-4957
 email: samcoinc116@aol.com

Name / Address	Additional Information
City of Johnstown	

Description	Qty	Rate	Total
9 1/2' Aluminum Municipal Body 96" wide 1/4" floor 3" I-beam crossmembers on 12" centers 3/16" bal of body 20" sides 30" tailgate, no coal door tailgate side shields for spreader 24" cab shield sloped bottom rub rail (seamless dirt shedder) step & grab handle, left front corner EZ latch top tailgate hangers stainless steel shovel holders mounted on both sides of body adjustable dual rear spreader lights (LED) strobe lights, front & sides of cab shield & on rear posts tail light on rear post & above rear flaps (LED) tailgate mounted aluminum light bar w/ stop/turn/tail lights, 3 bar marker lights, reverse, and strobe lights Rear hitch plate w/ 2" receiver & 10,000 LB D-rings dual acting scissor hoist, chrsteel LB510, 6 ton cap Muncie engine driven central hydraulics to operate	1	16,000.00	16,000.00
ALL WARRANTY WORK AND PARTS ARE F.O.B. SAMCO, INC	Total		

Samco, Inc

PO Box 116
 865 Locust St.
 St. Michael, PA 15951
 814-495-9632

Price Quote

Date	Estimate #
7/9/2020	6397

Fax - 814-495-4957
 email: samcoinc116@aol.com

Name / Address	Additional Information
City of Johnstown	

Description	Qty	Rate	Total
dump, plow & spreader w/ in cab console and manual controls 15 gal capacity stainless steel hydraulic oil tank w/sight gauge & thermometer, side mounted on truck frame 18"x18"x24" alum. tool box body up warning indicator light flaps, alum. front, rubber rear back up alarm, 97 DB mounted on chassis *** Quoted price is per unit but reflects a multi unit discount. Additional spool valve section and plumbing for V-Plow (hydraulic system quoted reflects plumbing for straight blade plow)	1	350.00	350.00
		6.00%	0.00
ALL WARRANTY WORK AND PARTS ARE F.O.B. SAMCO, INC		Total	\$16,350.00

Prepared for: Larry Duray, City of Johnstown
401 Main St
Johnstown, PA 15901
Office: 814-533-2089

2020 F-550 Chassis 4x4 SD Regular Cab 145" WB DRW XL (F5H)
Price Level: 40



Client Proposal

Prepared by:
Joe Cinko CoStars# 025-065
Office: 814-535-5531
Email: jcinko@suppesford.com
Quote ID: 062920
Date: 06/29/2020



Prepared for: Larry Duray

City of Johnstown

Prepared by: Joe Cinko CoStars# 025-

065

06/29/2020



Suppes Ford | 101 Main Street Johnstown Pennsylvania | 159011506

2020 F-550 Chassis 4x4 SD Regular Cab 145" WB DRW XL (F5H)

Price Level: 40 | Quote ID: 062920

Pricing Summary - Single Vehicle

	MSRP
<i>Vehicle Pricing</i>	\$57,620.00
<i>Pre-Tax Adjustments</i>	
Description	
Fleet and CoStars Discounts	-\$11,537.00
Total	\$46,083.00

Customer Signature

Acceptance Date

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

2020 RAM 5500 Chassis Tradesman/SLT



Tri Star Somerset



Date Printed: 2020-07-01 5:09 PM
Estimated Ship Date:

VIN:
VON:

Quantity: 1
Status: BA - Pending order
FAN 1: 00KPE City of Johnstown PA
FAN 2:
Client Code:
Bld Number: TB0087
PO Number:

Sold to:
MCCALL MOTORS, INC. (23461)
4914 ADMIRAL PEARY HWY
EBENSBURG, PA 159311960

Ship to:
MCCALL MOTORS, INC. (23461)
4914 ADMIRAL PEARY HWY
EBENSBURG, PA 159311960

Vehicle: 2020 5500 REG CAB CHASSIS 4X4 (144.5 In WB - CA of 60 In) (DP0L63)

	Sales Code	Description	MSRP(USD)
Model:	DP0L63	5500 REG CAB CHASSIS 4X4 (144.5 in WB - CA of 60 in)	43,420
Package:	2YA	Customer Preferred Package 2YA	0
	ETN	6.7L I6 Cummins Turbo Diesel Engine	7,745
	DF2	6-Spd Auto Aisin AS69RC HD Trans	1,600
Paint/Seat/Trim:	PW7	Bright White Clear Coat	0
	APA	Monotone Paint	0
	*TX	HD Vinyl 40/20/40 Split Bench Seat	0
	-X8	Black/Diesel Gray	0
Options:	4ES	Delivery Allowance Credit	0
	MAF	Fleet Purchase Incentive	0
	XHC	Trailer Brake Control	0
	AHQ	Max Tow Package	295
	AHD	Heavy Duty Snow Plow Prep Group	495
	ADE	Cold Weather Group	395
	4DH	Prepaid Holdback	175
	5N6	Easy Order	0
	4FM	Fleet Option Editor	0
	4FT	Fleet Sales Order	0
	135	Zone 35-Washington	0
	4EA	Sold Vehicle	0
Non Equipment:	4FA	Special Bid-Ineligible For Incentive	0
Bid Number:	TB0087	Government Incentives	0
Destination Fees:			1,695

Total Price: 55,820

Order Type: Fleet
Scheduling Priority: 1-Sold Order
Salesperson:
Customer Name:
Customer Address:

PSP Month/Week:
Build Priority: 99

Instructions: USA

CoStar pricing \$44,849.31

Note: This is not an invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change or correction without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for final vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.

CITY OF JOHNSTOWN,
CAMBRIA COUNTY, PENNSYLVANIA
RESOLUTION NO. 10323

A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF JOHNSTOWN, CAMBRIA COUNTY, PENNSYLVANIA AUTHORIZING AND APPROVING A ROAD MAINTENANCE AGREEMENT WITH THE JOHNSTOWN REDEVELOPMENT AUTHORITY AND FURTHER AUTHORIZING THE INTERIM CITY MANAGER AND ANY OF HIS DESIGNEES TO TAKE ANY AND ALL ACTIONS NECESSARY TO EFFECTUATE SAME.

WHEREAS, the JRA has requested that the City's Public Works Department provide maintenance services to the access road and for its management to occur as part of the City's current street system, and is willing to compensate the City appropriately for said road maintenance activities comprising of approximately 3,996 feet of roadway from the Mill Gate to Johns Street; and

WHEREAS, further detail regarding the terms and conditions of the proposed project and agreement are outlined within the attached proposed agreement to be entered between the City and JRA as discussed therein, including, but not limited to a base rate of compensation to the City in the amount of \$1,439 per year to continue maintenance from the Mill Gate to Johns Street;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Johnstown, Cambria County, Pennsylvania that the attached proposed Road Maintenance between the City of Johnstown and the Johnstown Redevelopment Authority is hereby approved and the Interim City Manager and any of his designees are hereby authorized to take any and all actions necessary to enter into and effectuate same.


ADOPTED:

September 9, 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. **10323** as the same adopted by the City Council of the City of Johnstown, Pennsylvania.



Nancy J. Cushing, City Clerk

Road Maintenance Agreement

This Agreement is made by and between the Redevelopment Authority of the City of Johnstown, a Pennsylvania Urban Redevelopment Authority, with a principal place of business at 416 Main Street, 2nd Floor, Johnstown, PA 15901 (hereinafter "JRA") and the City of Johnstown, with a principal place of business at City Hall, 401 Main Street, Johnstown, PA 15901 (hereinafter "City") as follows:

WITNESSETH:

WHEREAS, the JRA has requested that the City's Public Works Department provide maintenance services to the access road and for its management to occur as part of the City's current street system, and is willing to compensate the City appropriately for said road maintenance activities comprising of approximately 3,996 feet of roadway from the Mill Gate to Johns Street; and

WHEREAS, further detail regarding the terms and conditions of the proposed project and agreement are outlined herein for said road maintenance activities, including, but not limited to a base rate of compensation to the City in the amount of \$1,439 per year to continue maintenance from the Mill Gate to Johns Street;

NOW, THEREFORE, AND INTENDING TO BE LEGALLY BOUND HEREBY, THE PARTIES AGREE AS FOLLOWS:

1. **Term.** This Agreement shall take effect upon execution by both parties and shall continue for a period of five (5) years from the latest date upon which a party executed said agreement. This agreement shall automatically renew on an annual basis unless either party provides notice of intention terminate at least sixty (60) days prior to the end of any calendar year.
2. **Agreement to provide Services.** The City agrees to and will accept responsibility for the maintenance services described herein for said road maintenance activities comprising of approximately 3,996 feet of roadway from the Mill Gate to Johns Street.
3. **Compensation and Services to be provided.** In consideration of the City's agreement to provide road maintenance services as further described herein, the JRA agrees to compensate the City of Johnstown for any/all of the above-referenced maintenance activities that are or may be required, including but not limited to, snow removal, drainage, road surface and sub-surface repairs, as well as other repairs or improvements that may become necessary over time, in accordance with the following terms:

- a. The JRA agrees to pay an annual base amount of \$1,439 per year to continue maintenance from the Mill Gate to Johns Street; for winter maintenance activities including removal of snow, deicing, salt spreading, plowing, and other winter maintenance activities necessary to maintain the road in satisfactory operating condition.
 - b. All other maintenance activities and services, including but not limited to removal of trees and debris, drainage, road surface and sub-surface repairs, as well as other repairs or improvements that may become necessary over time shall be billed on a time and materials basis, in accordance with the rates then applicable to the City Public Works Department, based upon a fixed hourly rate comprised of wages, overhead in general and administrative expenses and actual costs for materials including any handling and/or indirect costs allocated to direct materials provided.
 - c. Payment at the above-referenced rates shall be billed and invoiced monthly by the City to the JRA, with payment due within 30 days of the JRA's receipt of said invoice, with the exception of the annual base payment amount above for winter maintenance activities, which shall be invoiced in full and payable on or before no later than the second Monday of January in each year in which the agreement is operative.
 - d. The parties further agree that the City will not undertake any maintenance activities, for which the total payment in any one month is estimated to exceed \$1,500.00 without prior authorization from the JRA, and excluding any maintenance services and/or activities that arise as an emergency.
4. **Force Majeure.** Neither party shall be liable for failure to perform under this Agreement if failure to perform arises out of causes beyond the control and without the fault or negligence of the non-performing party, such causes may include but are not limited to acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions or freight embargoes. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits, delay and performance to that required by the event, and takes reasonable steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the non-performing party.

5. **Liability of the Parties.** The JRA shall pay for loss, liability, or expense which arises out of or relates to JRA's acts or omissions with respect to its obligations under this agreement, where a final determination of liability on the part of JRA is established by a court of law or where settlement has been agreed to by JRA. This provision shall not be construed to limit JRA's rights, claims, or defenses which arise as a matter of law or pursuant to this agreement. This provision shall not be construed to limit immunity or defense of the JRA under any applicable statute.

The City shall pay for loss, liability, or expense which arises out of or relates to the City's own acts or omissions with respect to its obligations under this agreement, where a final determination of liability on the part of the City is established by a court of law or where settlement has been agreed to by the City. This provision shall not be construed to limit the City's rights, claims, or defenses which arise as a matter of law or pursuant to this agreement. This provision shall not be construed to limit immunity or defense of the City, including those arising under the Political Subdivision Tort Claims Act, 42 Pa. C.S. § 8541-8564.

6. **Termination of Agreement.** This agreement shall continue in full force and effect for the term provided herein, unless terminated in accordance with this paragraph. The parties may cancel or terminate this agreement for convenience or other purposes, upon written notice submitted by the terminating party no less than 120 days in advance of the effective date of said termination. Termination of this agreement for any reason shall not release either party from any liability which, at the time of termination has already accrued to the other party or which is attributable to a period prior to termination, nor shall it preclude either party from pursuing any rights and remedies it may have with respect to any breach of this agreement.
7. **Amendments and Modifications.** No alterations or variations to this agreement shall be valid unless made in writing and signed by the parties. Amendments to this agreement shall be accomplished through a formal written document signed by the parties with the same formality as the original agreement.
8. **No Waiver.** Either party may elect not to enforce its rights and remedies under this agreement in the event of a breach by the other party of any term or condition of this agreement. In any event, the failure by either party to enforce its rights and remedies under this agreement shall not be construed as a waiver of any subsequent breach of the same or any other term or condition of this agreement.

9. **Implementation of Agreement.** The parties agree and commit to perform such additional acts and execute such additional documents as are reasonably necessary to effectuate or carry out this Agreement.

10. **Execution; Counterparts.** This Agreement may be executed in counterparts separately by each party, each of which counterpart shall be deemed an original, and all of which shall constitute one (1) in the same instrument.

11. **Compliance with applicable law.** All activities performed by any party hereunder shall be performed in accordance with all applicable statutes and ordinances.

12. **Complete Agreement.** This Agreement constitutes the full and complete understanding and agreement among the parties. No provision of this Agreement shall be construed to create any rights in anyone who is not a party to this Agreement. This Agreement may be amended or revised in writing signed by all of the parties hereto.

13. **Jurisdiction.** This Agreement shall be interpreted and construed in accordance with the laws of the Commonwealth of Pennsylvania. The resolution of any conflicts or disputes arising hereunder shall be under the jurisdiction and venue of the Cambria County Court of Common Pleas.

This Agreement has been duly authorized, executed and delivered by the parties hereto and constitutes a legal, valid, and binding obligation of such parties, enforceable in accordance with its terms. Each individual's signature hereto represents warrants that the signatory is duly authorized to execute this Agreement on behalf of the party indicated.

IN WITNESS WHEREOF, the undersigned parties, have caused this Agreement to be executed by their duly authorized signatures.

WITNESSED:

_____ (seal)
 Secretary of the Board

City of Johnstown

By: _____
 Authorized Signatory

Title: _____

Date

ATTEST:

Johnstown Redevelopment Authority

By: _____

Authorized Signatory

Title: _____

_____(Seal)

Mr. Bruce Haselrig, Secretary

Date

CITY OF JOHNSTOWN, PENNSYLVANIA

RESOLUTION NO. 10324

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOHNSTOWN, PENNSYLVANIA, AUTHORIZING AND DIRECTING THE INTERIM CITY MANAGER AND/OR ANY OF HIS DESIGNEES TO ENTER INTO AND TAKE ANY/ALL ACTIONS NECESSARY TO EFFECTUATE A CONTRACT WITH AMERICAN ROCK SALT DEPARTMENT OF GENERAL SERVICES COSTARS PROGRAM, TO PROVIDE AND DELIVER TO THE CITY, ROCK SALT FOR THE CALENDAR YEAR AUGUST 2020 THRU AUGUST 2021.

WHEREAS, the City has a need to obtain rock salt for purposes of services to be afforded through the forthcoming fiscal year; and

WHEREAS, the best available salt price was obtained through the COSTARS program from American Rock Salt, 5520 NY-63 MT. MORRIS, NY 14510 with a bid amount of \$76.85 a ton delivered; and

WHEREAS, the City Council desires to enter into agreement with American Rock Salt to provide and rock salt to the City for the identified bid amount, which shall be paid through line item account number 05.432.37.155.00; and

WHEREAS, American Rock Salt's fiscal calendar year is August 2020 to August 2021;

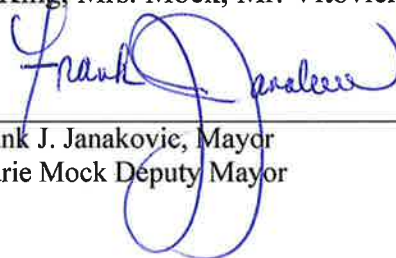
NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Johnstown, Pennsylvania, that the Interim City Manager is hereby authorized and directed to execute and take any/all actions necessary to effectuate a Contract with American Rock Salt Department of General Services Costars Program to provide Rock Salt for the calendar year August 2020- August 2021 for the bid price identified.

ADOPTED: September 9, 2020

By the following vote:

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

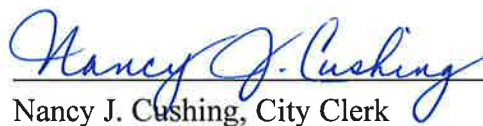
Nays: None (0)



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. **10324** as the same adopted by the City Council of the City of Johnstown, PA.



Nancy J. Cushing, City Clerk



Commonwealth of Pennsylvania
Department of General Services
Bureau of Procurement
555 Walnut Street, 6th Floor
Harrisburg, PA 17101-1914

Toll Free Telephone: 1-866-768-7827
Local Telephone: 717-346-9009
Fax: 717-783-6241
Email: GS-PACostars@state.pa.us
Website: www.costars.state.pa.us

Date: 07/21/2020

Johnstown, City of
Attn: Jared Campagna
401 Main St.
Johnstown, PA 15901

Subject: Acknowledgement/Approval to Participate in the DGS Statewide Contract for Sodium Chloride (Road Salt) for the August 2020- July 2021 Season

Dear Johnstown, City of:

Please be advised that the Department of General Services (DGS) COSTARS Program has received, recorded and approved your "Salt Contract Participation Agreement" form. You will be required to purchase sodium chloride (road salt) from the DGS statewide contract during the August 2020- July 2021 season. In approximately August 2020, the new contract will be posted on the DGS COSTARS website at www.costars.state.pa.us for you to view and download at that time.

Your required 2200 tons are not an estimate. You are legally obligated to purchase at least 60% of your stated needs. You can purchase up to a total of 140% of the required amount.

PLEASE MAINTAIN A COPY OF THIS ACKNOWLEDGEMENT / APPROVAL NOTICE AS PROOF OF YOUR REGISTRATION AND PARTICIPATION ON THE SODIUM CHLORIDE CONTRACT FOR THE 2020-2021 SEASON.

If you have any questions regarding your participation in this contract, please contact COSTARS Program staff at our toll free telephone number 1-866-768-7827 or by e-mail to GS-PACostars@pa.gov.

Thank you for your continued interest in COSTARS, the Commonwealth's cooperative purchasing program.

Sincerely,

Dawn Eshenour
COSTARS Program Manager

Attachment A: 2020-21 Renewal Pricing

American Rock Salt 4600015749		
County	Pricing 2019-2020	Pricing 2020-2021
Allegheny	\$68.19	\$68.19
Armstrong	\$72.04	\$72.04
Beaver	\$80.59	\$80.59
Berks	\$61.64	\$61.64
Bradford	\$62.25	\$62.25
Cambria	\$76.85	\$76.85
Cameron	\$76.19	\$76.19
Carbon	\$78.47	\$78.47
Centre	\$78.50	\$78.50
Clarion	\$61.62	\$61.62
Clearfield	\$73.62	\$73.62
Clinton	\$77.52	\$77.52
Columbia	\$69.11	\$69.11
Dauphin	\$70.37	\$70.37
Elk	\$77.89	\$77.89
Fayette	\$64.26	\$64.26
Forest	\$75.64	\$75.64
Greene	\$69.54	\$69.54
Huntingdon	\$83.98	\$83.98
Indiana	\$74.54	\$74.54
Jefferson	\$63.28	\$63.28
Juniata	\$81.24	\$81.24
Lackawanna	\$71.54	\$71.54
Lebanon	\$65.46	\$65.46
Luzerne	\$77.19	\$77.19
Lycoming	\$67.45	\$67.45
McKean	\$58.90	\$58.90
Mifflin	\$69.76	\$69.76
Northumberland	\$74.53	\$74.53
Potter	\$66.51	\$66.51
Schuylkill	\$67.63	\$67.63
Snyder	\$77.86	\$77.86
Somerset	\$67.63	\$67.63
Sullivan	\$61.05	\$61.05
Tioga	\$59.04	\$59.04
Union	\$68.06	\$68.06
Washington	\$65.45	\$65.45
Westmoreland	\$68.50	\$68.50

Eastern Salt 4600015752		
* included in the 2-year renewal executed with Eastern following the 2018-19 season		
County	Pricing 2019-2020	Pricing 2020-2021
Chester	\$62.01	\$63.41
Delaware	\$56.65	\$57.92
Lancaster	\$61.30	\$62.68
Perry	\$75.00	\$75.00

2020 Salt Contract-Participating Members

Worth Township	PA-Butler	260	22	240	262
Zelienople Borough	PA-Butler	300	0	400	400
	Participants: 45	39228	5328	28324	33652

Adams Township	PA-Cambria	200	600	600	1200
Barr Township	PA-Cambria	50	50	100	150
Blacklick Township	PA-Cambria	100	25	75	100
Brownstown Borough	PA-Cambria	50	50	100	150
Cambria County	PA-Cambria	25	70	70	140
Cambria Township	PA-Cambria	300	200	200	400
Carrolltown Borough	PA-Cambria	44	80	80	160
Chest Township, Cambria County	PA-Cambria	22	0	22	22
Conemaugh Township of Cambria County	PA-Cambria	200	50	200	250
Cresson Township	PA-Cambria	600	0	600	600
Croyle Township Supervisors	PA-Cambria	75	50	250	300
Dale Borough	PA-Cambria	150	25	125	150
East Conemaugh Borough	PA-Cambria	45	30	100	130
East Taylor Township	PA-Cambria	44	44	66	110
Ebensburg Borough	PA-Cambria	100	100	250	350
Elder Township	PA-Cambria	25	25	100	125
Ferndale Borough	PA-Cambria	250	250	0	250
Gallitzin Borough	PA-Cambria	25	25	275	300
Geistown Borough	PA-Cambria	75	75	325	400
Hastings Borough	PA-Cambria	33	33	33	66
Jackson Township	PA-Cambria	150	100	500	600
Johnstown, City of	PA-Cambria	400	200	2000	2200
Lilly Borough	PA-Cambria	23	100	0	100
Lorain Borough	PA-Cambria	50	22	34	56
Lower Yoder Township	PA-Cambria	75	200	600	800
Middle Taylor Township	PA-Cambria	22	20	140	160
Mount Aloysius College	PA-Cambria	75	22	100	122
Nanty Glo Borough	PA-Cambria	75	50	150	200
Northern Cambria Borough	PA-Cambria	150	0	1000	1000
Patton Borough	PA-Cambria	300	75	75	150
Portage Borough	PA-Cambria	70	20	50	70
Portage Township	PA-Cambria	75	80	180	260
Reade Township	PA-Cambria	100	0	100	100
Richland Township	PA-Cambria	300	400	2600	3000
Saint Francis University	PA-Cambria	88	20	140	160
South Fork Borough	PA-Cambria	75	50	200	250
Southmont Borough	PA-Cambria	100	175	225	400
Stonycreek Township	PA-Cambria	60	0	325	325
Summerhill Township	PA-Cambria	50	125	0	125
Susquehanna Township	PA-Cambria	150	150	150	300
University of Pittsburgh at Johnstown	PA-Cambria	44	0	400	400
Upper Yoder Township	PA-Cambria	400	400	1100	1500
Washington Township Supervisors	PA-Cambria	88	44	44	88
West Carroll Township	PA-Cambria	200	75	75	150
West Taylor Township	PA-Cambria	75	0	65	65
Westmont Borough	PA-Cambria	300	0	900	900
	Participants: 46	5908	4110	14724	18834

CITY OF JOHNSTOWN, PENNSYLVANIA

RESOLUTION NO. 10325

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOHNSTOWN, PENNSYLVANIA, AUTHORIZING AND DIRECTING THE INTERIM CITY MANAGER AND/OR ANY OF HIS DESIGNEES TO EXECUTE AND TAKE ANY/ALL ACTIONS NECSESARY TO EFFECTUATE A CONTRACT WITH LIGONIER STONE AND LIME D/B/A DERRY STONE AND LIME TO PROVIDE AND DELIVER TO THE CITY, ANTI-SKID MATERIAL, AS2 ANTI SKID FOR THE CALENDAR YEAR 2020-2021.

WHEREAS, bids to provide and deliver Anti-Skid Material, AS2 Anti-Skid to the City of Johnstown were sought for the calendar year 2020-2021; and

WHEREAS, the single responsible bid was received from Ligonier Stone and Lime D/B/A Derry Stone and Lime 117 Marcia Street Latrobe, PA 15650 with a bid of \$21.60 a ton delivered; and

WHEREAS, the City Council desires to accept the bid and enter into agreement with Ligonier Stone and Lime D/B/A Derry Stone and Lime, to provide and deliver Anti-Skid Material, to the City for the calendar year 2020 — 2021, which shall be through the Liquid Fuel Account at line item 05.432.37.155.00.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Johnstown, Pennsylvania, that the Interim City Manager and/or any of his designees is hereby authorized and directed to execute and take any/all actions necessary to effectuate a Contract with Ligonier Stone and Lime D/B/A Derry Stone and Lime to provide Anti-Skid Material for the calendar year 2020-2021 based on the bid submitted.

ADOPTED:

September 9, 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. **10325** as the same adopted by the City Council of the City of Johnstown, PA.

Nancy J. Cushing, City Clerk

**LIGONIER STONE & LIME COMPANY
D/B/A DERRY STONE & LIME COMPANY
117 MARCIA STREET
LATROBE, PA 15650
OFFICE PHONE (724) 537-6023 FAX (724) 537-6021**

SPECIAL QUOTE SHEET

DATE: August 27, 2020

CUSTOMER: City of Johnstown

ADDRESS: Johnstown, Pa.

CONTACT: _____

JOB SITE: _____

CELL: _____

PHONE: _____

FAX: 814-410-0994

EFFECTIVE DATE: _____

ITEM DESCRIPTION	LIMESTONE		SANDSTONE	
	F.O.B. QUARRY PRICE	DELIVERED PRICE	F.O.B. QUARRY PRICE	DELIVERED PRICE
#8 Stone (1B)				
2B Stone/#57				
2A Stone/2RC				
#3 Stone				
#4 Stone (#1)				
AS2 Anti-skid		\$21.60		
3A Modified				
R-3 Rip Rap				
R-4 Rip Rap				
R-5 Rip Rap				
R-6 Rip Rap				
R-7 Rip Rap				
R-8 Rip Rap				
DIRTY 2A				
#10 Dust				

ALL PRICING IS BASED ON TONS AS THE UNIT OF MEASURE

CONDITIONS/REMARKS: The above pricing is firm through Per Job basis. *Payment terms are "Net 30 Days".*

Materials are not PennDOT approved

Minimum delivered load is 22 ton

RMS

Homer R. Sleek & Sons, Inc.

"Sleek Trucking"

132 Mossy Lane
Johnstown, PA 15905
(814)288-1903
(814)288-5671 Fax

Proposal Submitted To:

City of Johnstown
Public Works Dept.

Attn: Joe Slis

Date: 8/25/00
Phone# 533 2089
Job Name Anti-Skid
Job Location City Garage
Letting _____

We are pleased to provide a quote on the following:

Material	Source	Price per Ton
<u>ASD Anti-Skid</u>	<u>G. Green</u>	<u>\$25.50</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

Minimum delivery of 22 tons per truckload.
Contractor to provide suitable access for Homer R. Sleek & Sons trucks to enter jobsite.
Contractor responsible for obtaining permission for Sleek trucks to travel on weight-limited or bonded roads.
Material must be suitable for aluminum body truck.
Proposal subject to credit approval.
Trucks are to move under their own power throughout the job site.
If tailgating or discharge into a machine is required, add \$.50 per ton to the above prices.

Homer R. Sleek & Sons, Inc. is pleased to offer you a quote on this project.

Terms: Net 30 days, 1.5% service charge per month on all delinquent invoices.

Accepted this date _____
Customer's Signature _____
Company Name _____

Thank you,
Homer R. Sleek & Sons, Inc.
Earl E. Sleek, II
Earl E. Sleek, II
President

CITY OF JOHNSTOWN, PENNSYLVANIA
RESOLUTION NO. 10326

A RESOLUTION OF CITY COUNCIL OF THE CITY OF JOHNSTOWN ACCEPTING THE CODIFICATION OF ORDINANCES UPDATED FOR THE YEAR 2019 AND AUTHORIZING THE INTERIM CITY MANAGER AND/OR HIS DESIGNEE TO TAKE ANY/ALL ACTIONS TO EFFECTUATE SAME.

WHEREAS, the City of Johnstown is required by the Home Rule Charter to codify all ordinances on a regular basis; and

WHEREAS, the Interim City Manager and the City Clerk of the City of Johnstown prepared and submitted all ordinances to American Legal Publishing to perform these services; and

WHEREAS, the submitted ordinances have been codified according to the Charter.

NOW, THEREFORE, BE IT RESOLVED, that the codified ordinances of the City of Johnstown as updated for the year 2019 are accepted and that the Interim City Manager and /or his designee is authorized to take any/all actions necessary to effectuate same.


ADOPTED:

September 9, 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. **10326** 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. 10327**

A RESOLUTION OF CITY COUNCIL OF THE CITY OF JOHNSTOWN, CAMBRIA COUNTY PENNSYLVANIA, ACKNOWLEDGING RECEIPT OF AND AUTHORIZING THE INTERIM CITY MANAGER AND/OR HIS DESIGNEE TO TAKE ANY/ALL ACTIONS NECESSARY TO CONFIRM HIS CERTIFICATION OF THE CALCULATIONS OF THE MINIMUM MUNICIPAL OBLIGATION FOR EACH OF THE CITY'S PENSION FUNDS FOR INCLUSION IN THE 2021 MUNICIPAL BUDGET.

WHEREAS, Pennsylvania law requires the inclusion of certain Minimum Municipal Obligations for Municipal Employees' Pension Funds in a Municipality's budgetary planning; and

WHEREAS Mockenhaupt Benefits Group has calculated the Minimum Municipal Obligation for each of the City Pension Funds as follows:

Firemen's Pension fund	MMO	\$1,622,800
Officers and Employees Pension Fund	MMO	\$ 748,640
Sewage Pension Fund	MMO	\$ 55,057
Police Pension Fund	MMO	\$1,314,877
Total Minimum Municipal Obligation	MMO	\$3,741,374

WHEREAS, the Minimum Municipal Obligation calculations are attached and conform with the provisions of Chapter 3 of Act 205 of 1984; and

WHEREAS, The Interim City Manager has certified said calculations and is hereby authorized and directed to take any and all actions necessary to confirm said certification and to include the Minimum Municipal Obligation amounts in the 2021 Municipal Budget for the City of Johnstown;

NOW, THEREFORE, BE IT RESOLVED, by City Council of Johnstown, Cambria County, Pennsylvania, that receipt of the Minimum Municipal Obligation for the 2021 City Budget as certified by the Interim City Manager is hereby acknowledged and that the Interim City Manager and/or his designee is directed and authorized to take any/all actions necessary to confirm said certification for purposes of inclusion in of the calculations for the Minimum Municipal Obligation for each of the City's Pension Funds for the 2021 Municipal Budget.

ADOPTED:

September 9, 2020

By the following Vote:

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

Nays: None (0)

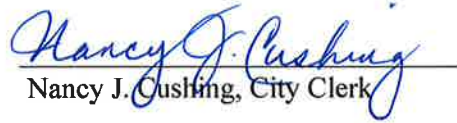


Frank J. Janakovic, Mayor

Marie Mock, Deputy Mayor

ATTEST:

I do hereby certify that the foregoing is a true and correct copy of Resolution No. **10327** as the same adopted by the City Council of the City of Johnstown, Pennsylvania.



Nancy J. Cushing, City Clerk

**CITY OF JOHNSTOWN FIREMEN'S PENSION PLAN
FINANCIAL REQUIREMENT AND MINIMUM MUNICIPAL OBLIGATION
FOR 2021 MUNICIPAL BUDGET**

A. Normal Cost

1. Normal Cost as a Percent of Payroll	15.455%
2. Estimated 2020 Payroll for Active Participants	\$ <u>1,539,639</u>
3. Normal Cost (A1 x A2)	\$ <u><u>237,951</u></u>

B. Financial Requirement

1. Normal Cost (A3)	\$ 237,951
2. Anticipated Insurance Premiums	0
3. Anticipated Administrative Expense	56,967
4. Amortization Payment, if any ^	<u>1,411,504</u>
5. Financial Requirement (B1 + B2 + B3 + B4)	\$ <u><u>1,706,422</u></u>

C. Minimum Municipal Obligation

1. Financial Requirement (B5)	\$ 1,706,422
2. Anticipated Employee Contributions	83,622
3. Funding Adjustment, if any	<u>0</u>
4. Minimum Municipal Obligation (C1 - C2 - C3)	\$ <u><u>1,622,800</u></u>

^The amortization payment from the January 1, 2019 valuation was adjusted to reflect amortization base(s) that have since expired. The amortization payment decreased by \$79,724.

NOTES:

1. 2021 General Municipal Pension System State Aid may be used to fund part or all of the municipal obligation and must be deposited within 30 days of receipt. Any remaining balance must be paid from municipal funds.
 2. Deposit into the Plan's assets must be made by December 31, 2021 to avoid an interest penalty.
 3. Any delinquent Minimum Municipal Obligation from prior years must be included in the 2021 budget along with an interest penalty.
-

I hereby certify that the above calculations, to the best of my knowledge, are true, accurate, and conform with the provisions of Chapter 3 of Act 205 of 1984.

Certified By:



Chief Administrative Officer

8-17-20

Date

Prepared using the January 1, 2019 Valuation.

**CITY OF JOHNSTOWN OFFICERS AND EMPLOYEES PENSION PLAN
FINANCIAL REQUIREMENT AND MINIMUM MUNICIPAL OBLIGATION
FOR 2021 MUNICIPAL BUDGET**

A. Normal Cost

1. Normal Cost as a Percent of Payroll	10.319%
2. Estimated 2020 Payroll for Active Participants	\$ <u>1,387,053</u>
3. Normal Cost (A1 x A2)	\$ <u>143,130</u>

B. Financial Requirement

1. Normal Cost (A3)	\$ 143,130
2. Anticipated Insurance Premiums	0
3. Anticipated Administrative Expense	55,482
4. Amortization Payment, if any ^	<u>619,381</u>
5. Financial Requirement (B1 + B2 + B3 + B4)	\$ <u>817,993</u>

C. Minimum Municipal Obligation

1. Financial Requirement (B5)	\$ 817,993
2. Anticipated Employee Contributions (5.0% of Estimated Payroll)	69,353
3. Funding Adjustment, if any	<u>0</u>
4. Minimum Municipal Obligation (C1 - C2 - C3)	\$ <u>748,640</u>

^The amortization payment from the January 1, 2019 valuation was adjusted to reflect amortization base(s) that have since expired. The amortization payment decreased by \$67,679.

NOTES:

1. 2021 General Municipal Pension System State Aid may be used to fund part or all of the municipal obligation and must be deposited within 30 days of receipt. Any remaining balance must be paid from municipal funds.
2. Deposit into the Plan's assets must be made by December 31, 2021 to avoid an interest penalty.
3. Any delinquent Minimum Municipal Obligation from prior years must be included in the 2021 budget along with an interest penalty.

I hereby certify that the above calculations, to the best of my knowledge, are true, accurate, and conform with the provisions of Chapter 3 of Act 205 of 1984.

Certified By:


Chief Administrative Officer

8-17-20
Date

Prepared using the January 1, 2019 Valuation.

**CITY OF JOHNSTOWN BUREAU OF SEWAGE PENSION PLAN
FINANCIAL REQUIREMENT AND MINIMUM MUNICIPAL OBLIGATION
FOR 2021 MUNICIPAL BUDGET**

A. Normal Cost

1. Normal Cost as a Percent of Payroll	0.000%
2. Estimated 2020 Payroll for Active Participants	\$ <u>0</u>
3. Normal Cost (A1 x A2)	\$ <u>0</u>

B. Financial Requirement

1. Normal Cost (A3)	\$ 0
2. Anticipated Insurance Premiums	0
3. Anticipated Administrative Expense	17,260
4. Amortization Payment, if any ^	<u>37,797</u>
5. Financial Requirement (B1 + B2 + B3 + B4)	\$ <u>55,057</u>

C. Minimum Municipal Obligation

1. Financial Requirement (B5)	\$ 55,057
2. Anticipated Employee Contributions	0
3. Funding Adjustment, if any	<u>0</u>
4. Minimum Municipal Obligation (C1 - C2 - C3)	\$ <u>55,057</u>

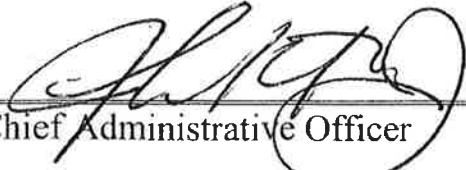
^The amortization payment from the January 1, 2019 valuation was adjusted to reflect amortization base(s) that have since expired. The amortization payment decreased by \$27,109.

NOTES:

1. 2021 General Municipal Pension System State Aid may be used to fund part or all of the municipal obligation and must be deposited within 30 days of receipt. Any remaining balance must be paid from municipal funds.
2. Deposit into the Plan's assets must be made by December 31, 2021 to avoid an interest penalty.
3. Any delinquent Minimum Municipal Obligation from prior years must be included in the 2021 budget along with an interest penalty.

I hereby certify that the above calculations, to the best of my knowledge, are true, accurate, and conform with the provisions of Chapter 3 of Act 205 of 1984.

Certified By:



 Chief Administrative Officer

8-17-20

 Date

Prepared using the January 1, 2019 Valuation.

**CITY OF JOHNSTOWN POLICE PENSION PLAN
FINANCIAL REQUIREMENT AND MINIMUM MUNICIPAL OBLIGATION
FOR 2021 MUNICIPAL BUDGET**

A. Normal Cost

1. Normal Cost as a Percent of Payroll	14.792%
2. Estimated 2020 Payroll for Active Participants	\$ <u>1,875,102</u>
3. Normal Cost (A1 x A2)	\$ <u><u>277,365</u></u>

B. Financial Requirement

1. Normal Cost (A3)	\$ 277,365
2. Anticipated Insurance Premiums	0
3. Anticipated Administrative Expense	76,879
4. Amortization Payment, if any ^	<u>1,055,984</u>
5. Financial Requirement (B1 + B2 + B3 + B4)	\$ <u><u>1,410,228</u></u>

C. Minimum Municipal Obligation

1. Financial Requirement (B5)	\$ 1,410,228
2. Anticipated Employee Contributions	95,351
3. Funding Adjustment, if any	<u>0</u>
4. Minimum Municipal Obligation (C1 - C2 - C3)	\$ <u><u>1,314,877</u></u>

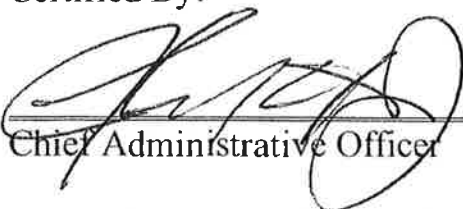
^The amortization payment from the January 1, 2019 valuation was adjusted to reflect amortization base(s) that have since expired. The amortization payment decreased by \$123,727.

NOTES:

1. 2021 General Municipal Pension System State Aid may be used to fund part or all of the municipal obligation and must be deposited within 30 days of receipt. Any remaining balance must be paid from municipal funds.
2. Deposit into the Plan's assets must be made by December 31, 2021 to avoid an interest penalty.
3. Any delinquent Minimum Municipal Obligation from prior years must be included in the 2021 budget along with an interest penalty.

I hereby certify that the above calculations, to the best of my knowledge, are true, accurate, and conform with the provisions of Chapter 3 of Act 205 of 1984.

Certified By:



Chief Administrative Officer

8-17-20

Date

Prepared using the January 1, 2019 Valuation.

CITY OF JOHNSTOWN, PENNSYLVANIA

RESOLUTION NO. 10328

A RESOLUTION, OF THE CITY COUNCIL OF THE CITY OF JOHNSTOWN, PENNSYLVANIA ADOPTING A COMPLETE STREETS POLICY AND RELATED GUIDELINES TO ENHANCE AND ENABLE SAFE, ACCESSIBLE TRAVEL FOR ALL POPULATIONS AND MODES OF TRANSPORTATION WHICH SHALL BE APPLIED TO SPECIFIED TRANSPORTATION ENHANCEMENT AND INFRASTRUCTURE PROJECTS WITHIN THE CITY OF JOHNSTOWN

WHEREAS, The City utilized previously-awarded grant funding provided by the Pennsylvania Department of Health through the State Physical Activity and Nutrition Grant, the Preventive Health and Health Services Block Grant from the Centers for Disease Control and Prevention and from the Community Foundation for the Alleghenies to develop a Complete Streets Policy for the City of Johnstown; and

WHEREAS, the Complete Streets Policy developed in connection with this project demonstrates a commitment by the City to enable safe and convenient travel, to provide facilities that support all modes of transportation by serving all potential users including vulnerable and underserved populations, and to improve the health and quality of life of City residents and its commitment to facilitate ongoing and proposed walking and biking enhancement projects in the downtown area; and

WHEREAS, This Complete Streets Policy is intended to serve as a guide for decision-making during the planning and design of future transportation enhancement projects, capital improvement projects and other related road infrastructure maintenance projects and initiatives developed and implemented by the City and/or its partners; and

WHEREAS, the Complete Streets Policy is intended to ultimately ensure that the City's transportation system is planned, designed, operated and maintained to enable safe, convenient and comfortable travel and access for all users and to serve vulnerable and underserved populations within the City; by requiring itself and City Partners as defined in the attached Complete Streets Policy to adhere to design guidelines and principles consistent with the policy and its vision for enhanced access and facilities for all populations of users and modes of transportation;

NOW, THEREFORE, BE IT RESOLVED, That the attached Complete Streets Policy is hereby adopted by Council and that the City, where able, will require other publicly or privately developed transportation enhancement projects within the City to be designed, operated and maintained in a manner that is consistent with and adherent to this Policy and the City's Vision for this Policy.

ADOPTED:

September 9, 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. 10328 as the same adopted by the City Council of the City of Johnstown, Pennsylvania.



Nancy J. Cushing, City Clerk

City of Johnstown
Complete Streets Policy
Submitted to City Council on August 28, 2020

Funding to prepare this Complete Streets Policy was provided by the Pennsylvania Department of Health through the State Physical Activity and Nutrition grant and Preventive Health and Health Services Block Grant from the Centers for Disease Control and Prevention and from the Community Foundation for the Alleghenies.

1.0 VISION

Complete Streets are defined by this Policy as enabling safe access for all users. The City of Johnstown, Pennsylvania, will develop and maintain safe, accessible city-owned streets, sidewalks and other transportation facilities that support all users. The City will require other publicly or privately developed transportation enhancement projects within the City to be designed, operated and maintained to achieve the City's Vision for this Policy. This Complete Streets Policy will help the City be more livable and attractive for visitors, business owners, families and those with disabilities.

This Complete Streets Policy shows the City's commitment to enable safe and convenient travel, to provide facilities that support all modes of transportation, all potential users and that serve vulnerable and underserved populations. It also shows its commitment to improve the health and quality of life of City residents and its commitment to facilitate ongoing and proposed walking and biking enhancement projects in the downtown area.

This Complete Streets Policy guides decision-making during the planning and design of future transportation enhancement projects, capital improvement projects and other related road infrastructure maintenance projects. The Policy will also serve as a reference for projects and initiatives developed and implemented by City partners. This will ensure that the City's transportation system is planned, designed, operated and maintained to enable safe, convenient and comfortable travel and access for all users and that serves vulnerable and underserved populations within the City.

2.0 PRINCIPLES

2.1 Serve All Users and Modes

This Policy promotes safe, accessible, and integrated transportation options that supports the needs of all users and modes including pedestrians, bicyclists, transit riders, motorists, motorcyclists, individuals with disabilities, and emergency personnel and that serves vulnerable and underserved populations within the City.

2.2 Utilize Context Sensitive Approaches

This Policy considers a project's physical setting as well as scenic, aesthetic, and historic concerns, and universal design principles. The Policy establishes that transportation enhancement projects in the City are planned, designed, constructed, operated, and maintained to provide consistent features and to support the historic nature of the surrounding the project area.

2.3 Promote Best Management Practices

This Policy promotes best management practices for design, place making, stormwater management and installation of green infrastructure (rain, gardens, bioswales, watershed/flood prevention facilities, etc.) throughout the City.

2.4 Promote Sound Environmental Design

The Policy encourages that features to mitigate environmental impacts are incorporated where practicable during the design and implementation of Complete Street designs.

2.5 Apply to All Phases of a Project, Particularly During Planning and Design

The Policy requires that Complete Street features be considered during the planning, design and implementation phases of all street, trail, sidewalk and related projects in the City, to the greatest extent practicable.

2.6 Be Consistent With Comprehensive Planning

This Policy shall help achieve specific goals articulated in the City's most recent comprehensive plan and master plan, as well as the "Alleghenies Ahead" Comprehensive Plan, planning efforts of "Vision Together 2025" and other relevant neighborhood and City planning efforts. It shall be the responsibility of project designers to identify and be aware of planning goals and objectives applicable to their project.

2.7 Promote Collaboration among City Departments and With Outside Partners

This Policy fosters collaboration among City departments, commissions and staff persons for the identification, of relevant project goals and objectives and their use of Complete Street design features and elements. It also provides encouragement to incorporate Complete Streets principles into City adjacent built environments and transportation networks.

2.8 Achieve Public Policy Goals

The Policy improves public health and safety throughout the City. It supports people who cannot or do not travel independently, it advances economic development and promotes investment and equitable opportunities in underserved neighborhoods and it supports the orderly and safe movement of all transportation modes.

3.0 IMPLEMENTATION

The City will craft appropriate implementation standards and Design Guidelines for incorporating the Complete Streets elements outlined within the Policy. The Design Guidelines will illustrate and describe what kinds of design elements and features are wanted in the downtown area and where/how they should be located. The Guidelines will also contain the types of design criteria that should be considered for enhancement projects.

The City will also regularly meet with PennDOT to coordinate transportation enhancement projects within the City through PennDOT's Connects process. The City's Community and Economic Development Director will be the official point of contact for those meetings. The Director will be responsible for collecting and coordinating information from City Departments, external organizations and other stakeholders to present at the PennDOT Connects meetings.

The City Planning Commission will organize regular coordination meetings with representatives of various City departments and other appropriate stakeholders to collaborate on the enactment of this Policy and to review performance measure progress.

3.1 City of Johnstown Internal Application of This Policy

"Internal Application" is defined as any situation involving capital improvement projects – involving the construction, reconstruction or retrofitting of City assets that are funded through the City budget or derived from grant funding awarded to the City and/or in which project delivery is managed by City staff.

This Complete Streets policy shall apply to all transportation related elements of City capital improvement projects. Complete Streets design guidelines (see Appendix A) will be integrated into decision making and project designs whenever changes are proposed for a city roadway, sidewalk, right-of-way, City owned property, or facility, or whenever new city infrastructure is proposed. During the planning and design of capital improvement projects, the City will coordinate with local and state stakeholders and agencies to ensure that Complete Streets initiatives and needs are incorporated.

The City shall consider Complete Streets elements during design/engineering phases, if applicable, and prior to starting the construction, renovation or otherwise changing of any buildings, sidewalks, roadways and other related facilities.

The design of new, rehabilitated, retrofitted or reconstructed City-owned roads and bridges shall consider the current and future demands for all modes. City sidewalks, roads, bridges and related infrastructure that are part of the pedestrian and bicycle network in the "Johnstown Urban Connectivity Plan", "Main Street Greenway and Trail Hub Plan", "Franklin Street Corridor Plan" and/or other relevant existing or future planning efforts or those that shall be built or reconstructed with on-street bicycle and pedestrian amenities, per plan guidelines.

Whenever practicable, repaving of City roads designated as part of the bicycle network or included within the study areas of the planning efforts identified above shall be considered for on-street bicycle and pedestrian amenities, per plan guidelines. When no bicycle and/or pedestrian demand or network connections are identified or anticipated, facilities shall be constructed so as not to preclude bicyclists, pedestrians or other forms of transportation should future development generate new demand.

Emergency repairs, replacement or retrofitting of roads and bridges that include design/engineering phases shall also consider the needs of all transportation modes. At the least, sidewalks, bicycle routes, and roadways in proximity to the project shall remain clear and passable, including during routine maintenance and longer-term renovation.

3.2 External Application of This Policy

“External Application” is defined as any situation in which a project in the City is completed or funded by an entity other than the City of Johnstown and which the City’s role is secondary or participatory in an outside entity’s effort to construct, reconstruct or retrofit a physical asset in the City. This shall include projects requiring City review and approval prior to the start of construction activities.

The City of Johnstown shall require consideration of Complete Streets elements in all “External” projects, public-sector infrastructure projects or any planning and policy formation efforts undertaken by a City partner. Examples may include: Involvement in transportation capital projects led by partners such as PennDOT, CamTran, Cambria County Conservation and Recreation Authority, Johnstown and Cambria County Redevelopment Authorities, Discover Downtown Johnstown Partnership and Vision Together 2025. This may also include the development of ordinances and policies by City partners that require City adoption. This may also include efforts to partner with adjacent municipalities to incorporate Complete Streets elements into projects that may span between the City and the adjacent municipality.

The City shall also encourage and advocate for Complete Streets elements to be incorporated into all private-sector and nonprofit efforts where the City does not have designated review, approval or other regulatory involvement. Examples may include, but are not limited to: private land development proposals, private redevelopment projects, and State and Federal projects.

The City shall also encourage and advocate for Complete Streets elements to be included with grant funding applications for projects to be located in the City that are prepared by non-city entities. Grant funding Program examples include, but are not limited to: PADEP, DCNR, DCED or CFA programs.

4.0 PERFORMANCE MEASURES

The City will track implementation progress of the Complete Streets Policy in two (2) categories. Category No. 1 will include “Internal Applications” which are improvements made directly by City staff, resulting from City funding or coming out of a City program. Category No. 2 will be those “External Applications” which are improvement projects in which the City just has review and approval responsibilities, projects completed privately and outside of City control or are completed by a public sector entity. The implementation progress results may be made publicly available as needed. Performance measures tracked can include, but are not limited to:

- a. Increase in linear feet of new and/or repaired sidewalk.
- b. Increase in the number of marked crosswalks, ADA-compliant curb ramps, pedestrian signal heads, flashing signals, signs, and other relevant pedestrian safety improvements.
- c. Increase in the number of bus shelters, concrete pads, benches, and other relevant bus stop amenities.
- d. Increase in the number of miles of bicycle lanes, shoulders, sharrows, and other relevant bicycle facilities.
- e. Decrease in the number of reported bicycle and pedestrian-related crashes on local roads.
- f. Increase in the number of and square footage of rain gardens, bioswales, street trees, and other relevant environmental features and place-making elements within or adjacent to roadways.
- g. Increase in the number of projects and plans that incorporate Complete Streets elements and undertake other relevant public policy efforts.
- h. Grants and/or funding amounts awarded to projects that incorporate Complete Streets principles.
- i. Increase in linear feet or number of new environmental features as well as pedestrian, bicycle, and/or transit facilities created through permitting.
- j. Attendance at Complete Streets coordination meetings and/or meetings where Complete Streets ideas are discussed.
- k. Increase in the number and types of new or improved connection routes.
- l. Increase in the number of new or enhanced community destination sites.
- m. Improvements that serve vulnerable and underserved populations
- n. Outreach efforts designed to educate residents, designers, engineers and project developers on this Complete Streets Policy

5.0 EXCEPTIONS

Complete Street accommodations, on both “Internal Application” City projects and “External Application” projects, may not be practical due to a number of factors beyond a project’s control. The City acknowledges this and provides the following as guidance for when Complete Street accommodations may be exempted from a Project. It is the City’s desire not to provide excessive exemptions from this Policy.

Exceptions must be publicly requested by a project’s owner or appointed representative prior to the start of any project. Exceptions will ultimately be approved by the City on a project-by-project basis. Sound and reasonable professional judgment and City discretion shall be used when exempting Complete Streets facilities from projects. The City will seek recommendations and input by their Engineer, other qualified professionals, County planning staff and other community partners when determining the validity of granting an exception to this Policy. Exceptions to the Complete Streets Policy may be considered under the following situations:

5.1 Exceptions for City Capital Improvement Projects (“Internal Application”)

Exceptions to the Complete Streets Policy for a City capital improvement project may be considered under the following situations:

- a. The existing and future (25 year horizon) projected motor traffic volumes on a particular roadway or facility are so low that certain modes do not need to be specifically addressed and/or are already addressed by the current design. Determination of this exemption will be at the discretion of the City.
- b. The existing and future (25 year horizon) projected bicycle and pedestrian volumes as well as transit needs are so low that one or more of these modes do not need to be specifically addressed. Determination of this exemption will be at the discretion of the City.
- c. The City specifically identifies that improved transportation facilities that would encourage more bicycle and pedestrian use in a particular area is not practical nor wanted by the City due to pre-existing or anticipated dangerous conditions.
- d. The cost or impacts of incorporating Complete Streets elements is excessively disproportionate to the total project cost of the current or future need, which is defined as exceeding twenty-five percent of the total cost of the project.
- e. There is an existing or proposed parallel facility with sufficient accommodations to satisfy the intent of this Policy, or it is more feasible and/or less costly to locate the proposed accommodations on an alternate route. *Note:* Compared to the original route, the alternative shall not increase travel distance for pedestrians or bicyclists by more than ¼ mile.
- f. The accommodations under consideration conflict with the requirements or regulations of any federal or state agency. External agencies or municipalities utilizing this Complete Streets policy may refer to these guidelines for their own exception procedures.

5.1.1 Procedures for Exceptions for “Internal” Projects

All “Internal Application” exceptions to this Policy must be recommended by the City Engineer and approved by either the City Planning Commission or the City Director of Community and Economic Development, in consultation with other relevant City staff on a project-by-project basis. Written findings and supporting data may be provided for all exceptions and made publicly available.

5.2 Exceptions for “External” Projects

City Planning Commission and/or City of Johnstown Departments utilizing this Policy as part of their project review process and/or guidance that involves capital improvement projects of non-city agencies should refer to the exception requirements in Section 5.1 and use sound professional judgment when working with these agencies to reasonably implement Complete Streets principles. For all other uses of the Policy that fall under “External Applications”, the City Planning Commission and/or City Department will determine exceptions as part of their review/approval process or departmental procedures to enact this Policy.

5.3 Public Availability of Exceptions

Exceptions approved or under consideration shall be included as part of a project’s public open houses to the greatest extent possible. Granted exceptions and their related discussions and points of consideration shall be documented and the justification for each exception may be summarized in a report and made available to the public.

APPENDIX A

Guidelines and standards may include, but are not limited to:

- I. American Association of State Highway Officials (AASHTO) A Policy on Geometric Design of Highways and Streets (Green Book)
- II. AASHTO Guide for the Planning, Design, and Operation of Pedestrian Facilities
- III. AASHTO Guide for the Development of Bicycle Facilities
- IV. Public Right-of-Way Accessibility Guidelines (PROWAG)
<https://www.access-board.gov/attachments/article/743/nprm.pdf>
- V. Americans with Disabilities Act Accessibility Guidelines (ADAAG) <https://www.access-board.gov/guidelines-and-standards/buildings-and-sites/about-theada-standards/ada-standards>
- VI. NJDOT & PennDOT Smart Transportation Guidebook
<https://www.dvrpc.org/reports/08030A.pdf>
- VII. American Planning Association Complete Streets: Best Policy and Implementation Practices
<https://www.planning.org/publications/report/9026883/>
- VIII. Institute of Transportation Engineers (ITE) Traffic Calming Measures and Designing Walkable Urban Thoroughfares: A Context Sensitive Approach
<https://www.ite.org/pub/?id=E1CFF43C-2354-D714-51D9-D82B39D4DBAD><https://nacto.org/publication/urban-bikeway-design-guide/>
- IX. Small Town and Rural Multi-Modal Networks (FHWA)
https://www.fhwa.dot.gov/environment/bicycle_pedestrian/publications/small_towns/fhwahep17024_lg.pdf
- XIV NACTO Urban Street Design Guide
<https://nacto.org/publication/urban-street-design-guide/>
- X. NACTO Transit Street Design Guide <https://nacto.org/publication/transit-street-design-guide/>
- XI. U.S. Forest Service Trail Accessibility Guidelines (FSTAG) <https://www.fs.fed.us/t-d/pubs/pdfpubs/pdf15232812/pdf15232812dpi300.pdf>
- XII. U.S. Forest Service Outdoor Recreation Accessibility Guidelines (FSORAG)
<https://www.fs.fed.us/t-d/pubs/pdfpubs/pdf15232811/pdf15232811dpi300.pdf>
- XIII. PUB 13M [Design Manual Part 2 - Highway Design](#)

CITY OF JOHNSTOWN
CAMBRIA COUNTY, PENNSYLVANIA
RESOLUTION NO. 10329

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOHNSTOWN COMPLETING A SALES AGREEMENT FOR PROPERTY OWNED BY THE CITY OF JOHNSTOWN TO RDM JOHNSTOWN, LLC.

WHEREAS, the City Council of the City of Johnstown wished to sale real property owned by the City of Johnstown located in the Kernville neighborhood and identified as tax parcel 76-003,-123.000, and

WHEREAS, RDM Johnstown, LLC was the sole bidder for the property, and

WHEREAS, RDM Johnstown, LLC has paid the City \$500 for the property, and

WHEREAS, the City now intends to complete a sales agreement and transfer the property deed to RDM Johnstown, LLC.

NOW THEREFORE, BE IT RESOLVED, THAT THE CITY COUNCIL OF THE CITY OF JOHNSTOWN APPROVES THE SALES AGREEMENT BETWEEN THE CITY AND RDM JOHNSTOWN, LLC FOR A VACANT PROPERTY LOCATED ALONG SOUTH STREET IN THE KERNVILLE NEIGHBORHOOD.

ADOPTED:

September 9, 2020

By the following votes:

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. **10329** as the same adopted by the City Council of the City of Johnstown, Pennsylvania.



Nancy J. Cushing, City Clerk

SALES AGREEMENT

AGREEMENT of Sale made the ____ day of _____, 2020, between *the CITY OF JOHNSTOWN*, of Cambria County, Johnstown Pennsylvania, hereinafter referred to as "Seller"

AND

RDM Johnstown, LLC, *located at 640 Franklin Street*, Cambria County, Johnstown, Pennsylvania, hereinafter referred to as "Buyer".

1. Through a Resolution of the City of Johnstown the Buyer, RDM Johnstown, LLC, was publicly approved by the Johnstown City Council as the highest bidder on property located along South Street in the 6th Ward.
2. Seller agrees to sell and convey to Buyer who agrees to purchase property located along South Street, Tax Assessment lot No. 76-003-123.000, Cambria County, Pennsylvania for FIVE HUNDRED DOLLARS (\$500.00), plus all costs of closing.
3. Buyer shall submit payment in the amount of \$500.00 upon the signing of this agreement at which time Seller shall convey to Buyer the said premises by quit claim deed.
4. Closing shall take place as soon as possible, but no greater than sixty (60) days after signing of the agreement.
5. In the event Buyer shall default on this Agreement or does not close on the date designated herein, Seller shall have the right to all remedies available in law or equity, including but not limited to an action for specific performance, as well as an action for damages.
6. All applicable real estate taxes shall be prorated to the date of transfer of possession.

7. All applicable real estate transfer taxes will be paid by the Buyer.
8. This Agreement represents the entire Agreement between the parties hereto, and shall extend to and be binding upon their heirs, executors, administrators and assigns.
9. It is agreed that risk of loss until the date of settlement shall remain with Seller and in the event of any damage to the property caused by fire or other casualty; it shall be the responsibility of Seller.
10. The Buyer and Seller hereby represent one to the other that no broker is involved and that neither the Buyer nor the Seller is liable for any asserted fees of any broker.
11. Buyer also understands that the Seller retains ownership of any and all sub-surface rights the Seller may have and thereby effectively exempts and precludes from being transferred with the surface, all minerals, of any nature whatsoever, up to and including, oil, natural gas, vaporous hydrocarbons, coal, lignite, ores, metals, minerals and mineral products of every kind and nature (herein collectively referred to as "oil, gas and other minerals"), owned or claimed by Seller, and any and all rights to receive royalties, overriding royalties, net profits interests or other payments out of or with respect to those oil, gas and other minerals, and which oil, gas and other minerals are on, in, upon or under and that may be produced, saved and sold from all or any part of the lands described in the Deed, and which minerals, royalties and other rights are of record in the county and state, together with any rights, titles, claims, choses in action or other rights which have or may have accrued in favor of Seller or which Seller has or may have asserted, if any.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day

and year first above written.

WITNESS:

SELLER:
CITY OF JOHNSTOWN

WITNESS

BUYER:
RDM JOHNSTOWN, LLC

QUIT CLAIM DEED

MADE the ____ day of _____ 2020,

Between

The City of Johnstown, a municipal corporation of Cambria, County, Pennsylvania,

(hereinafter called the Grantor), of the one part,

AND

RDM Johnstown LLC, a business located within Johnstown, Cambria County, Pennsylvania

(hereinafter called the Grantee), of the other part,

WITNESSETH, that said Grantor, in consideration of

FIVE HUNDRED AND 00/100 (\$500.00) DOLLAR AND OTHER GOOD
AND VALUABLE CONSIDERATION

paid to the Grantor by the Grantee, Grantor does grant, bargain, sell and convey unto the said Grantee, for himself, his heirs and assigns, all his right, title and interest to the following.

ALL that certain lot or piece of ground situate in the Fifth Ward of the City of Johnstown, County of Cambria and Commonwealth of Pennsylvania, bounded and described as follows:

CONTROL NUMBER:	1059
MAP NUMBER	76-003.-123.000
DESCRIPTION	30 x 99
DEED BOOK/PAGE	2123, 462

This deed is executed and acknowledged by Resolution finally approved by the City of Johnstown on or about the 9th day of September, 2020.

IN WITNESS WHEREOF, the grantor has caused this deed to be executed in its name and its official seal to be affixed hereto the day and year first above written.

TOGETHER with all the buildings located thereon, as well as all the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining thereto:

With the appurtenances: TO HAVE AND TO HOLD the same to and for the use of the said Grantee, his heirs and assigns, forever, the survivor of him and the survivor's personal representatives and assigns forever, and the Grantor for himself, his heirs and assigns hereby quit claim all right, title and interest to the property hereby conveyed.

NOTICE – THIS DOCUMENT MAY NOT (DOES NOT) SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE (HAVE) THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXPECTED OR RESERVED BY THIS INSTRUMENT. [This notice is set forth in the manner provided in Section 1 of the Act of July 17, 1957, P.L. 984, as amended, and is not intended as notice of unrecorded instruments, if any.]

WITNESS the hand and seal of the said Grantor:

_____ {SEAL}
John Trant, Interim City Manager for the City
of Johnstown

NOTICE

THE UNDERSIGNED, AS EVIDENCED BY THE SIGNATURE(S) TO THIS NOTICE AND THE ACCEPTANCE AND RECORDING OF THIS QUIT CLAIM DEED, (IS, ARE) FULLY COGNIZANT OF THE FACT THAT THE UNDERSIGNED MAY NOT BE OBTAINING THE RIGHT OF PROTECTION AGAINST SUBSIDENCE, AS TO THE PROPERTY HEREIN CONVEYED, RESULTING FROM COAL MINING OPERATIONS AND THAT THE PURCHASED PROPERTY, HEREIN CONVEYED, MAY BE PROTECTED FROM DAMAGE DUE TO MINE SUBSIDENCE BY A PRIVATE CONTRACT WITH THE OWNERS OF THE ECONOMIC INTEREST IN THE COAL. THIS NOTICE IS INSERTED HEREIN TO COMPLY WITH THE BITUMINOUS MINE SUBSIDENCE AND LAND CONSERVATION ACT OF 1966, AS AMENDED 1980, OCT. 10, P.L. 874, NO. 156 § 1.

WITNESS the hand and seal of the said Grantee:

WITNESS OR ATTEST:

Witness

Commonwealth of Pennsylvania } ss
County of _____ }

On this _____ day of _____ 2020, before me, the undersigned Notary Public, personally appeared John Trant, Interim City Manager for the City of Johnstown, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

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

Notary Public
My commission expires _____

CERTIFICATE OF RESIDENCE

I do hereby certify that the precise residence of the within-named Grantee is:

RDM Johnstown LLC
640 Franklin Street
Johnstown, PA 15901

Grantee Representative

CITY OF JOHNSTOWN,
CAMBRIA COUNTY, PENNSYLVANIA
RESOLUTION NO. 10330

A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF JOHNSTOWN, CAMBRIA COUNTY, PENNSYLVANIA AUTHORIZING AND DIRECTING THE INTERIM CITY MANAGER AND/OR HIS DESIGNEE TO PURSUE AND TO TAKE ANY/ALL ACTIONS NECESSARY TO EFFECTUATE THE ADVERTISEMENT AND POSTING OF CERTAIN EQUIPMENT AND/OR VEHICLES FOR SALE VIA ONLINE ELECTRONIC AUCTION AND TO AWARD THE PROPERTY TO THE BEST RESPONSIBLE BIDDER.

WHEREAS, the City of Johnstown City administration has identified certain items of City property and vehicles which are no longer of use to the City and desires to pursue the sale of said property via posting to the internet website Municibids to obtain the best possible value for said items via online, electronic auction; and

WHEREAS, the property proposed for posting for sale on the Municibids website includes the following:

1. 2014 850k Crawler Bulldozer

WHEREAS, the estimated value of the item/category of property to be sold, is confirmed as exceeding \$10,000.00; and

WHEREAS, City of Johnstown Ordinance No. 5287 authorizes the sale of City property via and online or electronic auction, subject to compliance with requirements of Ordinance No. 5287, including advertising requirements applicable to any property for which the sale value is estimated to exceed than \$10,000.00, and to award the property to the best responsible bidder; and

WHEREAS, the posting of the identified City property for electronic sale shall occur in accordance with all requirements set forth in City Ordinance No 5287, to the extent applicable, to include advance advertisement designating the manner in which the sale of property via electronic or online auction shall occur in a newspaper of general circulation;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Johnstown, Cambria County hereby authorizes and directs the Interim City Manager and/or his designee to pursue and to take any/all actions necessary to advertise and effectuate the sale of the City property identified herein via use of the electronic website Municibids, and to award the property to the best responsible bidder.

ADOPTED:

September 9, 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. **10330** 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. 10331

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOHNSTOWN, CAMBRIA COUNTY, PENNSYLVANIA AUTHORIZING THE INTERIM CITY MANAGER TO INITIATE THE TRANSFER OF FUNDS TO ELIMINATE THE RESPECTIVE 2020 CITY OF JOHNSTOWN OPERATING BUDGET DEFICIT BALANCES, AND MORE SPECIFICALLY, BUDGET EXHIBIT (A) AS DETAILED BELOW:

Fund	Fund Dept.	Line Item	Transfer to Line Item	Transfer from Line Item	Amount	Budget Balance
General	Lincoln Street Parking	Repairs and Maintenance	01.447.37.016.00	01.449.31.000.00	8,100	34
General	Community Development	Hospitalization	01.460.19.009.00	01.481.35.033.00	32,000	11,956

ADOPTED: September 9, 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. **10331**
 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. 10332

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOHNSTOWN, AUTHORIZING AND DIRECTING THE INTERIM CITY MANAGER AND/OR ANY OF HIS DESIGNEES TO TAKE ANY AND ALL ACTIONS NECESSARY TO SEEK AND OBTAIN PROPOSALS FOR THE PURPOSES OF MILLING AND PAVING OF CERTAIN CITY-OWNED PORTIONS OF PLAINFIELD AVENUE

WHEREAS, the City of Johnstown has determined that there is a need to seek and obtain bids for the purposes of milling and resurfacing of an approximately 900-foot section of City-owned property on Plainfield Avenue; and

WHEREAS, the proposed process will consist of milling and resurfacing activities that can and are desired to be performed in conjunction with other resurfacing activities taking place on portions of Plainfield Avenue owned and being facilitated by Ferndale Borough;

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Johnstown, directs and authorizes the Interim City Manager and/or his designee to take any and all actions necessary to seek and obtain proposals for the purposes of milling and paving of certain City-owned portions of Plainfield Avenue.

ADOPTED: September 9, 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. **10332** as the same adopted by the City Council of the City of Johnstown, Pennsylvania.



Nancy J. Cushing, City Clerk