



Finance Committee Meeting  
Tuesday, August 16, 2022 - 5:00 PM  
AGENDA

1. Call to Order
2. Action on Minutes
  - a. July 19, 2022
3. Ben Lee; Events Committee/Fireworks
4. Contract Review
  - a. Siekman & Siekman
  - b. Training Marbles
5. Audit Schedule
6. Budget Schedule
7. Review of Future Finance Dept. Staffing
8. Finance Software - UAN
9. Review of Salary Structure and COLA
10. Other Business
11. Adjourn



Finance Committee  
Tuesday, July 19, 2022 - 5:00 PM  
MINUTES

1. Call to Order

Committee Chairman Don Barnard called the Finance Committee meeting to order for July 19, 2022 to order at 5:03 pm

Members Present - Mayor Chip Dutcher, Jon Merriman, Don Barnard  
Absent - None

Staff present - Jack Liggett, Rusty Smart, Marvin Block, Teresa Monroe.

Public present - Jamie Hartsough, Meghan Needham, Jesse Coppel, Barbara Knoepfler, Mary Wiswell

2. Action on Minutes

a. March 15, 2022

Mr. Barnard noted that this meeting was prior to he and Mr. Merriman joining the committee.

**ACTION:** Chip Dutcher moved to approve; Jon Merriman seconded and all were in favor.

**AYES:** Chip Dutcher, Jon Merriman, Donald Barnard

**NOES:** None

**ABSTAIN:** None

**Passed 3 - 0**

b. June 21, 2022

**ACTION:** Chip Dutcher moved to approve; Jon Merriman seconded and all were in favor.

**AYES:** Chip Dutcher, Jon Merriman, Donald Barnard

**NOES:** None

**ABSTAIN:** None

**Passed 3 - 0**

3. Presentation & Discussion: Julian & Grube

Meghan Needham attended from Julian & Grube to update the committee on new city GAP basis accounting. She provided and reviewed the city's financial statement for the year ending December 31, 2021. Questions and discussion on outsourcing finance, use of different accounting systems such as UAN; noted that Government Finance Officer's

Association (GFOA) offers software consulting services, suggestion to check with Westerville and Delaware, get copy of their RFP's. The largest stumbling block in preparation of the financials were the capital assets and tracking projects; timelines and different funding and payback schedules. Further discussion on the finance position and needs of the city, the recommendation to get someone with government experience, discussion on the state audit and schedule.

4. Presentation & Discussion: Ben Lee - fireworks budget, expenditures vs appropriated  
This item pushed to next month.

5. Financial Reports

- a. 2022 YTD expense report

Mr. Barnard said this was the expense report as of June 28, the last one from the former Finance Director; we do not have revenues.

6. Other Business

1. Chip Dutcher; recalled previous discussion on the Licking County collaborative vision, a public private partnership working together to do a plan for the county. The Collaborative has hired Planning Next to do the plan for the County. Private entities are paying \$165,000, the County Commissioners are paying \$100,000, public entity costs are based on population. Johnstown's share of the cost would be \$2,000. Mayor Dutcher proposes paying the \$2,000 so Johnstown will be a member in good standing in the partnership; this is organized by Sarah Wallace (The TJ Evans Foundation). All entities along with the public will have input, it is believed that the plan will take about eighteen months.

2. Don Barnard said the opiate distribution settlement payments were finalized, Johnstown will receive eighteen payments of \$796.89, there are restrictions on how the money may be spent and how to account for it.

7. Adjourn

|                 |                                                                             |
|-----------------|-----------------------------------------------------------------------------|
| <b>ACTION:</b>  | Chip Dutcher moved to adjourn; Jon Merriman seconded and all were in favor. |
| <b>AYES:</b>    | Chip Dutcher, Jon Merriman, Donald Barnard                                  |
| <b>NOES:</b>    | None                                                                        |
| <b>ABSTAIN:</b> | None                                                                        |

**Passed 3 - 0**

The meeting adjourned at 6:10 pm



**RESOLUTION 2022-10**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH SIEKMAN & SIEKMAN ASSOCIATES**

**WHEREAS**, the City of Johnstown Council has deemed it necessary to enlist the services of a Government Affairs Liaison to work on their behalf at the State and Federal levels of government; and

**WHEREAS**, at the February 15, 2022 meeting, Finance Committee voted 3-0 in favor of approving and recommending to council hiring Pamela and Dwayne Siekman on a six month contract; and

**WHEREAS**, at the February 15, 2022 City Council meeting, members voted 7-0 in favor of going forward with representation from the Siekmans for six months at the rate of \$3,000.00 per month; and

**NOW THEREFORE, BE IT RESLOVED BY THE CITY COUNCIL OF THE CITY OF JOHNSTOWN, COUNTY OF LICKING, STATE OF OHIO, A MAJORITY OF THE MEMBERS CONCURRING THAT:**

**Section 1.** City Council hereby authorizes entering into a six-month agreement with Siekman & Siekman Associates for Government Affairs Liaison work on behalf of the City of Johnstown for six-months at the rate of \$3,000.00 per month.

**Section 2.** That the City Manager or designee is directed to enter into the Master Consulting Agreement attached.

**Section 3.** It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council and that meetings of any of its committees that resulted in such formal action were meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code and the Charter of the CITY OF JOHNSTOWN.

**Date of Introduction/Public Hearing/Passage: March 1, 2022**

By: Robertson

Chip Dutcher  
Chip Dutcher, Mayor

ATTEST TO:

APPROVED AS TO FORM:

Teresa Monroe  
Teresa Monroe, Clerk of Council

Yazan Ashrawi  
Yazan Ashrawi, Law Director



### **Statement of Work**

Master Consulting Agreement dated February 15, 2022

#### **Description of Services**

##### **State Executive and Legislative Advocacy:**

- With the goal of securing state funding for the City of Johnstown's economic development priorities and other potential capital community projects, Siekman will make phone calls, conduct virtual and in-person meetings, prepare background materials, assist with the development of marketing materials, and communicate same to the DeWine Administration, relevant state agencies, and the Ohio General Assembly.
- If, or when, appropriate Siekman will identify and work with community groups, trade associations, and allied organizations, such as One Columbus, LCATS, and MORPC, to achieve Client's goal.
- Siekman will utilize its relationships with the DeWine Administration and state legislature to lobby and promote the City of Johnstown's interests and priorities.

##### **Congressional Advocacy:**

- With the additional goal of securing federal funding for the City of Johnstown's economic development priorities, Siekman will make phone calls, conduct virtual and in-person meetings, prepare background materials, assist with the development of marketing materials, and communicate with Ohio's Congressional Delegation and relevant federal agencies, to garner an appropriation and/or secure a congressional directed spending request, according to guidance issued by Congress.
- Siekman will review other potential sources of federal funding, such as discretionary grant opportunities within federal agencies, such as the Department of Transportation and Department of Energy, particular to the Bipartisan Infrastructure Law.
- If, or when appropriate, Siekman will identify and work with non-governmental organizations and private sector partners to secure the funding request for the City of Johnstown.

##### **Public Affairs:**

- Siekman will introduce a targeted and strategic approach to building stakeholder relationships. This approach to relationship building will bring focus on identifying business opportunities that create value and fulfill the priorities of the City of Johnstown.

- Siekman will assist the City of Johnstown in building alliances and partnerships among those stakeholders who understand and align with the City's goals and culture.

**Communication:**

- Siekman will participate in conference calls and virtual and in-person meetings with any member of the Client leadership team, including the City Manager, City Staff, Mayor, and City Council, on a regular basis to coordinate strategy and tactics.
- Upon request, Siekman will provide reports detailing meetings held, action items and project updates.

Fees

Siekman will bill the City of Johnstown for its Services as follows:

- Monthly Retainer: A \$3,000 monthly fee, will be billed to the City of Johnstown on the first day of each month for that month's services.

Duration

Six (6) month engagement beginning February 15, 2022. Thirty (30) day cancellation notice required by either party.

Please acknowledge your acceptance of the Statement of Work by signing and returning a copy. We look forward to a mutually rewarding relationship.

AGREED TO AND ACCEPTED:

By: Pamela Siekman

Name: Pamela Siekman

Title: Co-Founder and CEO

Date: 3/8/22

By: Jack Liggett

Name: Jack Liggett

Title: Interim Manager

Date: 3/3/2022



### **Statement of Work**

Master Consulting Agreement dated August 12, 2022

#### **Description of Services**

##### **State Executive and Legislative Advocacy:**

- With the goal of securing state funding, whether through grants, loans, earmarks, or other funding sources as identified in the state operating or capital budget, Siekman will make phone calls, conduct virtual and in-person meetings, prepare background materials, assist in writing and reviewing grant or loan applications, assist with the development of marketing materials, and communicate same to the DeWine Administration, relevant state agencies, and the Ohio General Assembly.
- If, or when, appropriate Siekman will identify and work with community groups, trade associations, and allied organizations, such as One Columbus, LCATS, and MORPC, to achieve Client's goal.
- Siekman will utilize its relationships with the DeWine Administration and state legislature to lobby and promote the City of Johnstown's interests and priorities.
- Projects supported by Siekman, as directed by Council or city staff, may include arranging meetings with state officials, preparing Council and/or staff for meetings, and providing input and strategic counsel for identified priorities and goals.

##### **Congressional Advocacy:**

- With the additional goal of securing federal funding for the City of Johnstown's economic development priorities, Siekman will make phone calls, conduct virtual and in-person meetings, prepare background materials, assist with the development of marketing materials, and communicate with Ohio's Congressional Delegation and relevant federal agencies, to garner an appropriation and/or secure a congressional directed spending request, according to guidance issued by Congress.
- Siekman will review other potential sources of federal funding, such as discretionary grant opportunities within federal agencies, such as the Department of Transportation and Department of Energy, particular to the Bipartisan Infrastructure Law.
- If, or when appropriate, Siekman will identify and work with non-governmental organizations and private sector partners to secure the funding request for the City of Johnstown.

**Public Affairs:**

- Siekman will introduce a targeted and strategic approach to building stakeholder relationships. This approach to relationship building will bring focus on identifying business opportunities that create value and fulfill the priorities of the City of Johnstown.
- Siekman will assist the City of Johnstown in building alliances and partnerships among those stakeholders who understand and align with the City's goals and culture.
- Projects supported by Siekman, as directed by Council or city staff, may include aiding the comprehensive planning team, assisting in marketing sites and enterprise zones for economic development, reviewing comments for response submitted by the City at stakeholder request, and other activities as identified by Council or staff.

**Communication:**

- Siekman will participate in conference calls and virtual and in-person meetings with any member of the Client leadership team, including the City Manager, City Staff, Mayor, and City Council, on a regular basis to coordinate strategy and tactics.
- Upon request, Siekman will provide reports detailing meetings held, action items and project updates.

Fees

Siekman will bill the City of Johnstown for its Services as follows:

- Monthly Retainer: A \$3,000 monthly fee, will be billed to the City of Johnstown on the first day of each month for that month's services.

Duration

Four (4) month engagement beginning September 1, 2022. Thirty (30) day cancellation notice required by either party.

Please acknowledge your acceptance of the Statement of Work by signing and returning a copy. We look forward to a mutually rewarding relationship.

AGREED TO AND ACCEPTED:

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Pamela Siekman

Name: \_\_\_\_\_

Title: Co-Founder and CEO

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

# City of Johnstown

**Date Presented: 03/18/2022**

## Service agreement

This agreement has been developed for the City of Johnstown for Human Resources services with Training Marbles, Inc. (TMI) to conduct Human Training Marbles, Inc. (TMI) proposes onsite services for three months to complete the Priority List and stabilize the workforce.

Proposed Services from April-July 2022 are as follows:

As we discussed after the HR Assessment, Training Marbles, Inc. will assume the HR function for the City of Johnstown and work with your team to increase compliance, reduce cost, and defray risk. Our goal is to concentrate on stabilizing your team, having your back, and giving you peace of mind by doing the following:

## Recommended Priority List

1. Personnel Board of Review
  - Create and approve the Code of Personnel Practices and Procedures immediately.
  - Appoint new members to the Personnel Board of Review.
2. Establish a set of practices/standards within the hiring process
  - Update and finalize job descriptions for every position within the City.
  - Properly classify individuals as classified or unclassified and exempt and non-exempt (per the Fair Labor Standards Act).
  - Evaluate jobs and analyze salary history data to determine internal equity.
  - Update Organizational Chart and keep current.
3. Revise HR policies to comply with best practices (include EEOC language and reasonable accommodation language, etc.).
  - Develop and implement procedures and management training to support managers in implementing and applying policies within the system, such as:
    - o Selection and recruitment
    - o Onboarding, performance and probationary management
    - o Promotions and transfers
    - o Role clarity (including job descriptions)
    - o Performance management
    - o Managing complaints
    - o Terminations
4. Personnel Files - (i) Keep and maintain all personnel files in one area - HR; (ii) Ensure personnel files comply with the law (personnel files cannot contain any medical information, drug screen results, etc.); (iii) Ensure all personnel files are organized in the same manner; (iv) Secure all payroll files as based on Uniform Accounting Network (UAN) Auditor of State HR requirements.
5. A current Army Reserve employee who has been called for duty, June 2022 - currently no policy or procedure in place with guidance for this employee.

6. Solidify the City's mission, vision, and/or strategic plan. This process should include all employee input. Ensure that the mission, vision, and strategic plan are visible on the City's website and that the mission and vision are visible in each City building.
  - Communicate the City's mission, vision, and strategic plan to everyone in the organization. Make it exciting and a big deal.
  - From there, each Director will determine how their department works to achieve the outcomes listed in the strategic plan.
  - The City should create shared goals for the organization and metrics that connect each branch and department to the goals.
7. Promote transparency from the top down, which must include effective communication.

### **Price**

|                                                    |                      |                   |
|----------------------------------------------------|----------------------|-------------------|
| <b>HR Services</b> 16 hours per week               | (April 18 – June 30) | \$2,800 per week  |
| <b>HR Services</b> 16 hours per month              | week of July 4       | \$2,800 per month |
| <b>HR Investigation and consultation</b> as needed |                      | \$200.00 per hour |

### **Terms**

The client will be invoiced bi-monthly for services and consulting hours rendered. The client is responsible for payment to TMI for the total hours invoiced for services rendered as provided. Payment terms are net 7 days.

### **Liability Disclaimer**

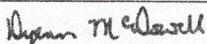
Professional, experienced consultants will be providing the services offered in this proposal. They will issue a professional opinion on the company's safety and health performance, programs, its degree of implementation, and recommendations for improvement. Training Marbles, Inc. makes no guarantees, expressed or implied, that our services will prohibit an OSHA or other federal or state agency inspection, citations, onsite injuries, illness, fatalities, or other facility accidents or losses. Implementation of our recommendations is at the sole discretion of the client. TMI accepts no liability for the client's implementation of the program.

### **Acceptance of agreement**

TMI will begin services on a mutually agreed date(s) and time(s) upon the written commitment of this agreement between both parties.

#### **Training Marbles, Inc.**

By: Dyann McDowell

Signature: 

Title: President

Date: April 7, 2022

#### **City of Johnstown**

By: Jack Liggett

Signature: 

Title: Manager

Date: 4-11-2022

8/9/2022

C/O Jack Liggett, City Manager  
jliggett@johntownohio.org  
**City of Johnstown**  
599 South Main St.  
Johnstown, OH 43031

***Letter of Engagement  
For HR Consulting Services***

**Re: Training Marbles, Inc.**

Dear **Error! Reference source not found.**,

Thank you for selecting Training Marbles, Inc. ("TMI") to provide your organization, City of Johnstown, the services described below. This letter will confirm our recent discussion regarding the scope our services to be provided ("Services") and the terms under which those Services will be provided, and will be referred to as our "Agreement". Your organization will be referred to as "you" or "your" in this Agreement.

**1. Scope of Services and Fees.** TMI agrees to provide you the following Services under this Engagement at the rates described below:

**A. Scope of Services.** Proposed Services from August-December 2022 are as follows:

TMI will assume the HR function for the City of Johnstown and work with your team to increase compliance, reduce cost, and defray risk. Our goal is to concentrate on stabilizing your team and giving you peace of mind by doing the following (**HR Services**):

- Personnel Board of Review
  - Create and approve the Code of Personnel Practices and Procedures immediately. Appoint new members to the Personnel Board of Review.
- Establish a set of practices/standards within the hiring process
  - Update and finalize job descriptions for every position within the City.
  - Properly classify individuals as classified or unclassified and exempt and non-exempt (per the Fair Labor Standards Act).
  - Evaluate jobs and analyze salary history data to determine internal equity. Update Organizational Chart and keep current.
- Revise HR policies to comply with best practices
  - Develop and implement procedures and management training to support managers in implementing and applying policies within the system, such as:
    - Selection and recruitment
    - Onboarding, performance and probationary management
    - Promotions and transfers
    - Role clarity (including job descriptions)
    - Performance management

- Managing complaints
- Terminations
- Personnel Files - (i) Keep and maintain all personnel files in one area - HR; (ii) Ensure personnel files comply with the law (personnel files cannot contain any medical information, drug screen results, etc.); (iii) Ensure all personnel files are organized in the same manner; (iv) Secure all payroll files as based on Uniform Accounting Network (UAN) Auditor of State HR requirements.
- Solidify the City's mission, vision, and/or strategic plan. This process should include all employee input. Ensure that the mission, vision, and strategic plan are visible on the City's website and that the mission and vision are visible in each City building.
  - Communicate the City's mission, vision, and strategic plan to everyone in the organization. Make it exciting and a big deal.
  - From there, each Director will determine how their department works to achieve the outcomes listed in the strategic plan.
  - The City should create shared goals for the organization and metrics that connect each branch and department to the goals.
- Promote transparency from the top down, which must include effective communication.

**B. Fees/Rates.** Our fees/rates for our Services are as follows:

|                                     |                            |                                   |
|-------------------------------------|----------------------------|-----------------------------------|
| <b>HR Services and consultation</b> | – up to 25 hours per month | \$4,375 per month<br>(\$175/hour) |
| <b>HR Investigations</b>            | as needed                  | \$200.00/hour                     |

**C. Expenses.** TMI will invoice you for necessary expenses incurred in this engagement, including copying costs at \$0.10/page black & white, \$0.25/page color; mileage at maximum IRS rate; postage, overnight or courier fees at the rate charged by the vendor.

\*\*\*You may expand the scope of our Service, provided we agree in writing in advance. Unless another agreement is reached, the terms of this Agreement will govern the provision of future, additional Services.

- 2. Invoicing and Payment.** If our Services are for training or presentations, you will be invoiced monthly for services rendered. For other engagements, TMI will provide you an invoice monthly for our Services. You are responsible for payment to TMI of the full amount of the invoice within seven (7) calendar days from your receipt of the invoice.
- 3. Independent Contractor.** TMI and its employees and consultants will at all times be considered independent contractors of you. Nothing in this Agreement shall create a partnership, agency, joint venture or employment relationship between you and TMI or any persons affiliated with either of us.

4. **Disclaimer.** TMI consultants are experienced and dedicated professionals, and may offer feedback, recommendations, guidance, advice, direction, forms, correspondence or examples. We also often provide training that qualifies for credit with certain professional organizations and licenses. However, neither TMI nor any person affiliated with TMI make any guarantees or warranties, expressed or implied, of any nature that our Services will achieve any certain result, will meet certain licensing or professional standards or qualify for credit, or will prohibit any losses, injuries, occupational diseases, inspections, claims, citations, charges, fines, fees, injunctions, or litigation.
5. **TMI Intellectual Property.** In the course of offering our Services to you, we may license or provide you access to TMI's intellectual property, including but not limited to training videos, recordings or other content. You agree that you will only access this information upon authorization from TMI and only for the purposes of allowing us to carry out the Services we have agreed to provide for you or on your behalf. You will not copy, reproduce, sell, distribute or disseminate our intellectual property except as required by the law or pursuant to a lawful subpoena. You agree that you will not share any confidential login credentials that are issued to you to access TMI's intellectual property.
6. **Assignment and Substitution.** Neither this Agreement nor the provision or receipt of Services may be assigned, in whole or in part, by either party without the prior, written, express consent of the other.
7. **Termination.** You may terminate our services upon thirty (30) calendar days' notice. Any notice under this Agreement will be deemed given when received by TMI at: Training Marbles, Inc., 7822 Quarry Cliff Ct., Reynoldsburg, OH 43068. In the event of termination, TMI must be paid for any Services rendered or scheduled as of the date the notice of termination is received.
8. **Disputes.** In the unlikely event that a dispute arises between us that we cannot resolve amongst ourselves, the parties hereby consent to the exclusive jurisdiction and venue of state and federal courts located in Franklin County, Ohio, waive any objection thereto, and agree that any dispute arising under this Agreement will be brought therein. The parties further agree that this Agreement will be interpreted under Ohio law, that both parties had the opportunity for review and input into this Agreement, that both parties had the opportunity to consult legal counsel of their choosing before signing this Agreement, and that neither party will be considered the drafter of the Agreement for purpose of interpreting its terms. The parties intend that this Agreement will be interpreted by a Court in such a way that it is deemed legal, valid and enforceable to the fullest extent possible. If any provision of this Agreement is held by a Court to be invalid, illegal or unenforceable, and such provision cannot be reformed, that provision will be deemed severable and will not affect the validity, legality or enforceability of any other provision and the Agreement.
9. **Entire Agreement.** This Agreement represents the entire Agreement between TMI and the City of Johnstown, and supersedes all prior negotiations, representations and agreements, oral or written, related to the subject matter of this Agreement. This Agreement may not be modified, except in writing signed by both parties.
10. **Counterparts.** This Agreement may be executed in one or more counterparts (including by means of electronic transmission), each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

Agreed, effective the last date signed below:

**FOR TRAINING MARBLES, INC.**  
**Reference source not found.**

By: Dyann McDowell

Signature: 

Title: President

Date: \_\_\_\_\_

**FOR CITY OF JOHNSTOWN****Error!**

By: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

DRAFT

**\*\*\*For Ohio Political Subdivisions\*\*\***

Approved As to Form:

\_\_\_\_\_  
Legal Counsel

Certificate of Availability of Funds

The undersigned fiscal officer of the above subdivision hereby certifies that the amount required to meet the obligations for this Agreement has been lawfully appropriated for such purpose and is in the treasury or in process of collection to the credit of an appropriate fund free from any previous encumbrances. Ohio Rev. Code 5705.41

\_\_\_\_\_  
Fiscal Officer

\_\_\_\_\_  
(date)