



Regular Council Meeting
Tuesday, March 3, 2026 - 6:30 PM
AGENDA

1. Call to Order
 2. Roll Call
 3. Invocation
 4. Pledge of Allegiance
 5. Approval of Agenda
 6. Proclamation; Developmental Disabilities Awareness Month
 7. Lettuce Work - Presentation
 8. The Learning Spectrum School - Presentation
 9. Citizen comments on matters not on the agenda
 10. Action on Minutes
 - a. February 3, 2026
 - b. February 11, 2026 special
 - c. February 17, 2026
 11. Council Committee reports
 - a. **Design Review Board:** Met 2/24/26; Next 3/10/26 @ 5:30 pm council chambers
 - b. **Planning & Zoning:** Met 2/24/26; Next 3/10/26 @ 6:30 pm council chambers
 - c. **Facilities Committee:** 3/3/26 5:00 pm; Next TBD
 - d. **Safety & Service:** 3/3/26 5:30 pm; Next 4/7/26 @ 5:30 pm council chambers
 - e. **Rules:** Next as needed
 - f. **City Management Oversight Committee:** Next as needed
 - g. **Park & Rec Liaison updates**
 12. Director Reports
 - a. Service Departments: Water, Sewer, Street
 - b. Service Director
 13. Tabled Legislation - None
 14. Executive Session to prepare for, conduct, or review a collective bargaining strategy
 15. Public Hearings of Legislation
 - a. **RESOLUTION 2026-15** A RESOLUTION TO APPROVE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF JOHNSTOWN AND THE OHIO PATROLMEN'S BENEVOLENT ASSOCIATION (FULL-TIME POLICE OFFICERS) SERB NO. SERB NO. 2025-MED-09-0990
 - b. **RESOLUTION 2026-16** A RESOLUTION TO APPROVE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF JOHNSTOWN AND THE OHIO PATROLMEN'S BENEVOLENT ASSOCIATION (FULL-TIME SERGEANTS) SERB NO. 2025-MED-09-0991
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- c. **RESOLUTION 2026-17** RESOLUTION AS REQUIRED BY O.R.C. 709.023(C) SETTING FORTH MUNICIPAL SERVICES THAT WILL BE PROVIDED TO 99.4 +/- ACRES OF LAND IN MONROE TOWNSHIP (LICKING COUNTY), OHIO IF ANNEXED TO THE CITY OF JOHNSTOWN, OHIO
- d. **RESOLUTION 2026-18** A RESOLUTION PROVIDING FOR MAINTENANCE OF A CERTAIN PORTION OF CLOVER VALLEY ROAD
- e. **RESOLUTION 2026-19** A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A LEASE AMENDMENT WITH AMERICAN LEGION POST 254
- f. **RESOLUTION 2026-20** A RESOLUTION TO APPROVE A CONTRACT WITH MANAGEMENT ADVISORY GROUP LLC FOR INTERIM CITY MANAGER SERVICES
- g. **RESOLUTION 2026-21** THE FOLLOWING FINAL RESOLUTION ENACTED BY THE CITY OF JOHNSTOWN, OHIO, HEREINAFTER REFERRED TO AS THE LEGISLATIVE AUTHORITY/LOCAL PUBLIC AGENCY OR "LPA", IN THE MATTER OF THE STATED DESCRIBED PROJECT.
- h. **RESOLUTION 2026-22** RESOLUTION TO APPROVE AN AGREEMENT FOR ON-CALL PLANNING AND ZONING SERVICES

- 16. Introduction of Legislation - None
- 17. Other Business
- 18. Adjourn

Next Council Meeting March 17, 2026



Regular Council
Tuesday, February 3, 2026 - 6:30 PM
MINUTES

1. Call to Order

Mayor Tiffany Hollis called to Order the City of Johnstown Regular Council Meeting for February 3, 2026 at 6:39 PM.

2. Roll Call

Present - Mayor Tiffany Hollis, Ryan Green, Donald Barnard, Matthew Huggins, Kyle Cook, Jeff Barr, Nicole Shook

Absent - None

Staff present - Sean Stanearth - City Manager, Dave Delande - Finance Director, Jack Liggett - Service Director, Rusty Smart - Chief of Police, Trevor Traphagen - City Planner/MKSK, Chris Hermann - MKSK, Todd McConnell - Planning Commission, Dave Reipenhoff Teresa Monroe - Clerk of Council

Public present - Connie Ryan, Terri Fetters, Nicole hubby, Alan Benton, Justin Fox, Mr. Johnson, John Boruth, Deven Draper

3. Invocation

Mr. Barr offered the invocation.

4. Pledge of Allegiance

5. Approval of Agenda

ACTION: Matthew Huggins moved to approve the agenda; Nicole Shook seconded and all were in favor.

AYES: Mayor Hollis, Ryan Green, Donald Barnard, Matthew Huggins, Kyle Cook, Jeff Barr, Nicole Shook

NOES: None

ABSTAIN: None

Passed 7 - 0

6. Action on Minutes a. January 6, 2026 b. January 20, 2026

ACTION: Kyle Cook moved to approve en bloc; Ryan Green seconded and all were in favor.

AYES: Mayor Hollis, Ryan Green, Donald Barnard, Matthew Huggins, Kyle Cook, Jeff Barr, Nicole Shook

NOES: None

ABSTAIN: None

Passed 7 - 0

7. Correspondence - Department of Commerce

- a. Notice to Legislative Authority - Liquor Control
No hearing requested, clerk will notify.

8. Citizen comments on matters not on the agenda

1. Connie Ryan and Terri Fetters

- Connie Ryan said they have not given up on the Brigadier General Perry Miles Trust and the one hundred and seventy six acres two miles out of town. About two months ago she contacted Licking County Parks, who was supposed to have gotten the property, they still had not. She contacted the Attorney General's office again and they are of the understanding that it was given to Licking County Parks. She said she waited another month and checked again, Licking County Parks has still not received the property. Ms. Ryan provided council with some background on the trust and said the Mayor of Johnstown is on the management group. She said they are requesting representation at the next meeting by Mayor Hollis. They provided council with informational folders to review.
- Said that they would like to put up an honorary street name sign for Brigadier General Perry Miles at SR 62 and Oregon Street. Mr. Barnard said that council did the legislation, all they need to do is apply for it.
- Said the QR readers at the Mastodon Trail are faded, they would like to see them replaced. Discussion on responsibility, it may be the Historical Society, Kyle Cook said he would look into that.

Mr. Barnard said that when he was the Mayor, he did ask for a full accounting of all the finances for the Miles Estate, the other four board members were not interested in doing that, he said they felt they were handling the money fine, but he did ask.

9. Presentation MKSK; Johnstown Design Guidelines

Sean Stanearth said there was a joint meeting with council and the Design Guidelines Steering Committee about a month ago and now they have come to the end of the review process. Mr. Stanearth referenced item thirteen on the agenda and the need for council to initiate a text amendment as a part of the guidelines. He has arranged for MKSK to provide a recap. Mayor Hollis clarified that what they are voting on tonight only initiates the process, it does not enact the amendments. Mr. Stanearth said there are two parts, the text amendment and the design guidelines, which are an accompaniment to them. He recommends passing these in tandem, one can be done by resolution, the other needs to be done by ordinance. They could pass the guidelines tonight, but without having the ordinance to support it, he would elect to hold off and pass them together on the same night, if council desires. City Planner Trevor Traphagen and Christopher Hermann with MKSK were in attendance. Mr. Traphagen said this project kicked off in late 2024, they began the process by holding a series of public meetings to gather information and have worked with the Design Guidelines Steering Committee since then. He said the city's current design guidelines don't do a great job of giving the Design Review Board enough "teeth" to accurately review things, there are a lot of subjective calls that have to be made. The goal of this project was to provide clear guidance and set clear expectations for the quality of aesthetics throughout the city. These guidelines will allow the Design Review Board to give consistent and clear feedback to applicants when they come in. The goal is to reduce the number of times applicants have to come in and hopefully to make it clear to anyone who is proposing improvements to their structure exactly what they need to do in order to get that accomplished. Mr. Traphagen walked through the document with council members.

Mayor Hollis asked if these design guidelines would apply to the PD district or the NCA. Mr. Traphagen said no, they do not apply to the PD district, that district has its own architectural standards in the zoning code itself.

10. Council Committee reports

- a. **Planning & Zoning:** 1/27/26 canceled; Next 2/10/26 @ 6:30 pm council chambers

- b. **Design Review Board:** Met 1/27/26; Next 2/10/26 @ 5:00 pm council chambers
Committee review of the Design Guidelines draft and recommendation to council.
- c. **Safety & Service:** 2/3/26 5:00 pm; Next 3/3/26 @ 5:30 pm council chambers
Committee heard a presentation on the Flock Security cameras that the Police Department will be using. Discussion on road conditions and how to best do the most we can with the budget we have. Had a brief water and sewer update, and update on "No through trucks" legislation which is now being enforced. There will be a new stop sign going in at Chambers Way and Caswell Road
- d. **Finance:** Next 2/17/26 @ 5:30 pm council chambers
- e. **School District Liaison:** Next 2/5/26 @ 5:00 pm council chambers
- f. **Facilities Committee:** Met 1/23/26; Next as needed
Review of city-owned property inventory that could potentially be used for city hall or police department location. Review of the American Legion lease. Reviewed the city lease with the school board and its timeline, the city has an initial five-year and then a one three-year period extension. Mr. Barr said what they wanted to see was in that initial five years they have a location determined, so the second three-year lease back period was really to start design, engineering, construction, and have plenty of time to move in to the new facility, whatever that may look like.
- g. **Park & Rec Liaison**
Liaison Nicole Shook said the Greater Johnstown Park & Rec District Board meets the last Thursday of the month here in council chambers at 6:30 pm. This last meeting was the first meeting with a full board in a couple of years. The board is made up of appointees from the city (2), school district (2) and Monroe Township (1). At the last meeting, the Rules of Order were reviewed, they are currently working on some fireworks collaboration, and looking to reapply for their 501c-3 to become a non-profit. The next meeting will be the last Thursday in February at 6:30 pm here in chambers.

Mr. Barnard requested to schedule a Rules Committee meeting. After discussion, the meeting was set for Monday, February 9th at 5:00 pm in the admin conference room.

11. Director Reports

- a. **Service Departments:** Water, Sewer, Street
Reports were included in the packet, no questions were asked.
- b. **Service Director**
Jack Liggett reviewed his report included in the packet. Addition detail on item five was provided, he said at our current water plant we have three wells, J-1, J-2 and J-3. It takes two of those wells to operate the plant, one is backup. Well J-2 is the largest operating well currently, it went down and quit pumping water, investigation into why the pump went bad, it is not that old. There are holes in the casing and screens and will be a major repair, they will likely have to put liners in. Mr. Liggett said that well is planned for an increased rate for the new plant design, J-2, J-3 and new J-4 are each to pump nine hundred gallons a minute to the new plant. He is getting a price on what it will cost to line and re-screen that well versus moving twenty feet over and drilling a new well. The next problem will be to see if they can get a 900 gallons per minute pump that will fit down the casing once lined. Mr. Liggett said it is a serious situation because if he were to lose J-1 or J-3, then he does not have enough flow to operate the plant. J-4, the new well, is drilled but there is no pump and it is not connected to the system yet. He has asked Bowen to look at stepping up when that well can be brought online. Kyle Cook asked if there was a timeline on repair, Mr. Liggett said his hope is Friday or Monday to drop a well pump and motor back in so at least it can be used as a backup. He will bring pricing options back to Finance and council. Mr. Liggett said there was additional concern that since all three wells are the same age (33 years), if they are having screen

and casing integrity issues in J-2, they may have it in J-1 and J-3, he plans to camera them to check.

Mr. Liggett said he was extremely proud of the city crews who handled the plowing during the recent snow event, it was a lot of snow. He provided some operational updates for upcoming snow events and provided an update on road salt.

12. Tabled Legislation - None

13. Public Hearings of Legislation - None

a. **RESOLUTION 2026-10** RESOLUTION INITIATING AMENDMENT TO THE ZONING ORDINANCE, CHAPTER 1187

This was discussed during the presentation on the Design Guidelines. Per city ordinance process for amendments, this is merely a resolution that initiates the text amendment process. There will be additional public hearings and legislation that would change the zoning text as well as adopt the Design Guidelines.

Public Hearing: There were no comments either for or against the legislation.

ACTION: Ryan Green moved to approve as written; Kyle Cook seconded and the vote was as follows:

AYES: Ryan Green, Mayor Hollis, Kyle Cook, Jeff Barr, Nicole Shook, Matthew Huggins, Don Barnard

NOES: None

ABSTAIN: None

Passed 7 - 0

14. Introduction of Legislation - None

15. Other Business

1. Nicole Shook congratulated the Johnstown High school choir ensemble participants, they all received superior ratings. She said the choir program by Ms. Warner is a spectacular program. The musical is middle of March, Charlie and the Chocolate Factory. She thanked Ms. Warner for the great job that she does with the musical productions.

2. Jeff Barr thanked city staff for their work to keep the city safe and operating through the storm last week.

3. Ryan Green echoed thanks to the staff, they did a good job under the conditions. He thanked all who stepped in to support the schools, the townships, he is glad to see everybody in this region working together.

4. Mayor Hollis also thanked Mr. Liggett and city staff for their work during the snowstorm. She said there were a lot of volunteer efforts made, whether the Main Street area or the effort made for the schools and all the sidewalk clearing. She said she wanted to read the names of all the students who volunteered their time to shovel sidewalks, she said they did an amazing thing for the community. Names read as follows:

Softball:

JHS Players:

Abigail Wood

Kendal Dew

Cam Bollinger

Lucy Edwards
Madisyn Fraley
Emma McGeehan
Reese Lyons
Lucia Kuhn
Addy Hall
Violet Wentzel
Sophia Healey
Addison Larason
Avery Molenaar
Jayden & Alexis King
Layna Carpenter
Lucy Shaffer
Jaelyn Fauble

JMS Players:

Maria Smith
Vivian Anderson
Violet Hall
Peyton Carter
London Spadaro

Coaches:

Mike Triplett and Steve Stefanick

Parents:

Dan Carter
Robert Moore
Billy Bollinger

Baseball:

Jackson Ryan
Landon Larason
Evan Hannah
Zaiden Molenaar
Jackson Bauman

Football

Jackson Bender
Alex Culbertson
Ryan Ballard
Chase Potter & family
Cyrus Bennett
Matt Baisden
Chase Flowers
Chase Fraley
Greyson Vensel
Zaiden Molenaar
Jackson Bauman
Hayden Norman
CJ Ortman
Henry Swartz
Dexter Swartz
Cristian Dorsten

Hunter Wheeland
Kaden Carpenter
Aiden Brisolla
James Dew
Caleb Pennington
Dan Carter
Mike Carter

16. Executive Session to prepare for, conduct, or review a collective bargaining strategy
Mayor Hollis said there would be no action after the Executive Sessions.

ACTION: Ryan Green moved to enter executive session to prepare for, conduct, or review a collective bargaining strategy to include the city manager, city labor attorney, police chief and all of council; Jeff Barr seconded and the vote was as follows:
AYES: Ryan Green, Mayor Hollis, Kyle Cook, Jeff Barr, Nicole Shook, Matthew Huggins, Don Barnard
NOES: None
ABSTAIN: None

Passed 7 - 0

Council entered Executive Session at 7:55 pm and returned to Regular Session at 8:39 pm.

17. Executive Session to consider the compensation of a public employee

ACTION: Kyle Cook moved to enter executive session to consider the compensation of a public employee to include all of council, Dave Riepenhoff, Dave Delande and Sean Stanart; Matthew Huggins seconded and the vote was as follows:
AYES: Kyle Cook, Jeff Barr, Nicole Shook, Matthew Huggins, Don Barnard, Ryan Green, Mayor Hollis
NOES: None
ABSTAIN: None

Passed 7 - 0

Council entered Executive Session at 8:40 pm and returned to Regular Session at 9:44 pm.

18. Executive Session to consider the employment of a public employee

ACTION: Jeff Barr moved to enter executive session to consider the employment of a public employee to include all of council and Dave Riepenhoff; Nicole Shook seconded and the vote was as follows:
AYES: Jeff Barr, Nicole Shook, Matthew Huggins, Don Barnard, Ryan Green, Mayor Hollis, Kyle Cook
NOES: None
ABSTAIN: None

Passed 7 - 0

Council entered Executive Session at 9:46 pm. and returned to Regular Session at 10:29 pm.

19. Adjourn

No further business.

ACTION: Jeff Barr moved to adjourn; Nicole Shook seconded and all were in favor.
AYES: Mayor Hollis, Kyle Cook, Jeff Barr, Nicole Shook, Matthew Huggins, Don Barnard, Ryan Green
NOES: None
ABSTAIN: None

Passed 7 - 0

The meeting adjourned at 10:29 pm.



Special City Council
Wednesday, February 11, 2026 - 5:00 PM
MINUTES

1. Call to Order

Mayor Tiffany Hollis called to Order the City of Johnstown Special Council Meeting for February 11, 2026 at 5:00 PM.

2. Roll Call

Present - Mayor Tiffany Hollis, Ryan Green, Donald Barnard, Matthew Huggins, Kyle Cook, Jeff Barr, Nicole Shook

Absent - None

Staff present - Sean Staneart - City Manager, Dave Delande - Finance Director, Dave Riepenhoff - City Legal Counsel, Teresa Monroe - Clerk of Council

Public present - No public in attendance.

3. Invocation

Mr. Huggins offered the invocation.

4. Pledge of Allegiance

5. Executive Session to consider the appointment, employment or compensation of a public employee

ACTION: Jeff Barr moved to enter executive session to consider the appointment, employment or compensation of a public employee to include all members of council and Mr. Riepenhoff, city legal counsel; Ryan Green seconded and the vote was as follows:

AYES: Matthew Huggins, Tiffany Hollis, Ryan Green, Jeff Barr, Kyle Cook

NOES: Donald Barnard, Nicole Shook

ABSTAIN: None

Passed 5 - 2

Council entered Executive Session at 5:03 pm and returned to Regular Session at 5:47 pm.

6. Public Hearings of Legislation

a. **RESOLUTION 2026-11 RESOLUTION TO APPROVE SEPARATION AND SEVERANCE AGREEMENT WITH SEAN STANEART**

No debate or discussion by council.

ACTION: Jeff Barr moved to approve Resolution 2026-11 as written; Kyle Cook seconded and the vote was as follows:

AYES: Jeff Barr, Nicole Shook, Matthew Huggins, Don Barnard, Ryan Green, Mayor Hollis, Kyle Cook

NOES: Donald Barnard, Nicole Shook
ABSTAIN: None

Passed 5 - 2

- b. **RESOLUTION 2026-12** RESOLUTION TO AFFIRM DESIGNATION OF ACTING CITY MANAGER

No debate or discussion by council.

ACTION: Ryan Green moved to approve as written; Matthew Huggins seconded and the vote was as follows:
AYES: Ryan Green, Mayor Hollis, Jeff Barr, Kyle Cook, Nicole Shook, Matthew Huggins, Donald Barnard
NOES: None
ABSTAIN: None

Passed 7 - 0

- c. **RESOLUTION 2026-13** RESOLUTION TO APPROVE CONTRACT WITH MANAGEMENT ADVISORY GROUP LLC

No debate or discussion by council.

ACTION: Jeff Barr moved to approve resolution 2026-13 as written; Kyle Cook seconded and the vote was as follows:
AYES: Jeff Barr, Nicole Shook, Matthew Huggins, Don Barnard, Ryan Green, Mayor Hollis, Kyle Cook
NOES: None
ABSTAIN: None

Passed 7 - 0

- d. **RESOLUTION 2026-14** RESOLUTION TO CREATE THE CITY MANAGEMENT OVERSIGHT COMMITTEE AND APPOINT MEMBERS

Mayor Hollis said this has been previously discussed amongst council, there are three members, the Mayor, the President of Council and the Acting President of Council. Corresponding names would be herself (Tiffany Hollis), Ryan Green and Donny Barnard.

ACTION: Kyle Cook moved to approve Resolution 2026-14 with the members named; Matthew Huggins seconded and the vote was as follows:
AYES: Kyle Cook, Jeff Barr, Nicole Shook, Matthew Huggins, Don Barnard, Ryan Green, Mayor Hollis
NOES: None
ABSTAIN: None

Passed 7 - 0

7. Adjourn

Mayor Hollis said the only other thing they would do tonight is read a press release, she read as follows:

City Manager Sean Stanart to depart on February 21st, 2026. Johnstown Ohio City Manager Sean Stanart will be stepping away from his employment with the city of Johnstown on February 21st, 2026 and will be considering other professional opportunities for the next phase of his career. Sean has served as Johnstown City Manager from September 27th, 2022 to February 21st, 2026 and before that as the Assistant City Manager since May 4th, 2022. Sean served as Johnstown City Manager and Assistant City Manager while Johnstown began a new era after transitioning from a village to a city in 2021. City council and Sean have reached an agreement for the transition of this position. While the city begins its search for a new city manager, council has appointed Dave Delande as Acting City Manager and has retained Management Advisory Group to assist with the search and operation support. Under the city of Johnstown Charter, the city manager is responsible to council for administration of all municipal affairs placed in the manager's charge by the City Charter and legislation and the laws of the State of Ohio. City council thanks Sean for his service and is committed to finding the best fit for the next city manager. Thank you.

ACTION: Jeff Barr moved to adjourn; Ryan Green seconded and all were in favor.
AYES: Mayor Hollis, Kyle Cook, Jeff Barr, Nicole Shook, Matthew Huggins, Don Barnard, Ryan Green
NOES: None
ABSTAIN: None

Passed 7 - 0

The meeting adjourned at 5:53 pm.

Next Council Meeting February 17, 2026



Regular Council
Tuesday, February 17, 2026 - 6:30 PM
MINUTES

1. Call to Order

Mayor Tiffany Hollis called to Order the City of Johnstown Regular Council Meeting for February 17, 2026 at 6:32 PM.

2. Roll Call

Present - Mayor Tiffany Hollis, Ryan Green, Matthew Huggins, Jeff Barr, Kyle Cook, Nicole Shook

Absent - None

Staff present - Sean Staneart - City Manager, Dave Delande - Finance Director, Jack Liggett - Service Director, Rusty Smart - Chief of Police, Teresa Monroe - Clerk of Council

Public present (from sign in sheet) - Claudia DeWitt, Aaron Steffan, Dana Steffan, Bill Bogantz, Terri Fetters, John Sadinsky, Nick Sadinsky, Samantha Paise, Nick Hubbell, Jennifer Cline, Zach Cline, Diane Bauman, Randy Bauman, Todd Huston, Kelly CcConnell, Justin Hartfield, Daryl Wernette, Kaitlyn Ashbrook, Tony Ashbrook, Linda Brobeck, Jerry Brobeck, Shannon Staneart, Sam Stewart, Amanda Davis, Jason Kidner, Janet Piper, Shawna Winzenreid, Jonathan Davis, Rob Platte, Alison Speck, Dennis and Denise Blankemeyer, Jim Blair, Deven Draper, Elizabeth Margolius

3. Invocation

Mr. Cook offered the invocation.

4. Pledge of Allegiance

After the pledge, Mayor Hollis read a statement as follows:

" Before we get to the approval of the agenda for tonight, I just want to take a moment and acknowledge that this is our city manager's final council meeting tonight. Public service is not easy work. It requires long hours, difficult decisions, and a willingness to stand in the middle when conversations are complex. On behalf of the city, I want to sincerely thank Sean for his service to Johnstown and for the time and energy he's dedicated to our community. We wish him the very best in his next chapter. I also want to acknowledge that transitions like this can bring emotion for council members, for staff, and for members of our community. We recognize that many of you are here tonight because you care deeply about this community and our city, and you want your voices to be heard. That type of civic engagement really matters and it means a lot to us and we welcome it. It's exciting to actually see a turn out. That being said, tonight's meeting will proceed in accordance with our adopted council rules and standard parliamentary procedure of Robert's rules of order. As presiding officer, it is my responsibility to maintain order and ensure that our meeting is conducted lawfully, respectfully, and efficiently. There is no legislation on the agenda this evening and no motions before council regarding personnel matters. Decisions previously made by the majority of council will not be revisited tonight. Public comment is an opportunity to address council, but it is not a forum for debate or dialogue. All remarks must be directed through the chair and we will adhere to established time limits and decorum standards. I will ensure that everyone who wishes to speak within those guidelines has the opportunity to do so. I will also enforce our rules consistently and fairly

so that we can conduct business of this city with professionalism and respect. With that being said, we'll proceed with the approval of the agenda."

5. Approval of Agenda

ACTION: Jeff Barr moved to approve the agenda as written; Kyle Cook seconded and all were in favor.
AYES: Mayor Hollis, Kyle Cook, Jeff Barr, Nicole Shook, Matthew Huggins, Don Barnard, Ryan Green
NOES: None
ABSTAIN: None

Passed 7 - 0

6. Presentation: Downtown Johnstown annual update

Shawna Winzenreid, with Downtown Johnstown Inc., attended to provide an update on their membership, contributions to the community, activities and upcoming DJI events to include Springfest, Summerfest, Fallfest and the Cupola Classic car show.

7. Action on Minutes

a. February 2, 2026 Special Council

ACTION: Kyle Cook moved to approve; Nicole Shook seconded and the vote was as follows:
AYES: Kyle Cook, Jeff Barr, Nicole Shook, Matthew Huggins, Don Barnard, Ryan Green, Mayor Hollis
NOES: None
ABSTAIN: None

Passed 7 - 0

8. Citizen comments on matters not on the agenda

1. Todd Huston

- Thanked Sean Stanart for everything he has done.
- Said that it seems like with the start of this new council, in his opinion, there seems to be a type of scorched earth policy. We started off the year walking away from our water utility with our neighbors from Alexandria and Granville. Then, this past week, finding out that our city manager is departing under voluntary reasons which I don't quite understand. He has spent countless hours building relationships with people in our city as we try to grow, MKSK, EMH&T, our services for engineering and for planning, and what do they think of this? My worry now is that we are setting a precedent of scorched earth policy, and who's going to work with us?
- Said he had about a minute 30 left on his time and is giving it back to council, or the five that obviously felt didn't have confidence in Sean anymore. He asked them to please explain why.

Mayor Hollis thanked him for his comments. Mr. Huston said he would take the remaining time to let members answer. He asked Mayor Hollis if she had any words, she said no. He asked Mr. Green if he had any comments, he said no thank you. He asked Mr. Barr, who referenced Ms. Hollis's statement from the start of the

meeting. Mayor Hollis said she will just remind the community that remarks regarding motives are out of order. Mr. Huston said It's not a motive, he was just asking for some clarification because they don't have anything. That's why all these people are here. We have no answers. There were no further replies.

2. Daryl Wernette

- Thanked the Mayor and Clerk for making sure there was always a chance for public comment.
- Said he came to offer a constructive reminder that the purpose of the Ohio Open Meetings Act is at its core to make sure that the deliberations of this council are actually in front of the public, not just the final votes and are visible and understandable to the public. The residents should be able to hear not only what the decision is but why the decision was made. In the first few meetings this year, one of the most significant and controversial issues was in regards to the water MOU and the decision to leave that agreement with our adjacent communities. during those meetings, several of the new council members spoke to having enough research and expertise for the readiness to vote, but no one explained why they were voting the way they did. And without that from the majority, it was unclear what the benefit was to us as a Johnstown community. That's especially important when the council itself didn't seem aligned, that would be even more critical to understand both the majority and minority rationale for the decision. It matters because the people in this room have access to far more organized information than us as average residents, and the information and reasoning are to be openly discussed during meetings. If not, it becomes very difficult for us as citizens to understand where we're going and why. When a board appears to quickly align on an outcome with public debate, it can unintentionally create concern that discussions may be happening outside of these meetings and that can lead to rumors and accusations about sunshine or walking quorums and none of us want that. We want to believe in the right way decisions are being made. Said his encouragement tonight is to please use these meetings as the primary place for open, respectful and sometimes even uncomfortable discussion. Clearly explain both the majority and minority viewpoints and the reasoning behind and preferably start with that MOU exit, help us understand that as a community. Doing so protects the integrity of the council, strengthens public trust and fully honors the letter and spirit of the open meetings. He thanked council for their time and service to our community, especially Mr. Stanearth.

Mayor Hollis addressed Mr. Wernette and said she knows he does not live in the city, and could he remind her of what township he resides in. Mr. Wernette said he is in Alexandria, Liberty Township. Mayor Hollis asked Mr. Wernette if he could explain the importance or what impact the city's decision has on Liberty Township or what were his main concerns for Liberty Township? Mr. Wernette said he appreciates that but he is not coming from the viewpoint of Liberty Township, he said he feels he is a "Johnstonian". He has lived on 62 as part of Licking Township, he is part of this community, he is part of our GJPRD (Greater Johnstown Parks and Recreation District). His kids go to Johnstown schools. He said he has no idea how it affects his house, but he cares about the future of this town, it is his home. Mayor Hollis said there are some facts they have available to give now, as a

council, they will prepare a statement. She said she wanted to remind everyone that the school was originally a part of the MOU and they withdrew May 12th of 2025, also in an open public meeting without discussion and a unanimous vote and there was no recourse when that happened. Mayor Hollis provided Mr. Wernette with the written comments from the EPA and the facility plan application and said she would love for him to go over that and get a little bit more information. She said if he could provide the clerk with his phone number and email address, she would love to follow up with him in a week and answer any questions he has. She said she can speak on her own behalf, Sean's behalf, Donny's behalf, that they have spent two years digging and overturning every rock to try to come to some sort of you know.... that they put a lot of time into this, so that wasn't a motion that was made lightly at all, it was not a rushed motion. There was a lot of information and a lot of decision making that went into that motion. Mr. Wernett said she may be misinterpreting, he is not even judging the decision, he just wants to know why, three simple bullet points on why this is best for Johnstown. Mayor Hollis said that is coming, as soon as they have those precisely, they will provide that.

3. Tony Ashbrook

- Said he and his wife live at 197 North Oregon St. where the Adams Middle School football field is and now that they're going to be building a soccer field and a concession stand and putting lights up, they have been working with the school as best they can, not to be an obstacle, but to be a support. In fact, we were just on the phone with them tonight due to some things. They are pro Johnstown schools and pro community, however, when you're building something like that, you need to look out for the community around the place. When you put in a stadium with big lights and you rake all the trees out and all you got to do is look into their house and they will see him in his kitchen. He said they did not see replacement of trees or landscaping along that fence line in the plans. He referenced zoning ordinance 1183.09 requiring a buffer. He said if you go down the other way by Johnstown Pointe, if you look to the side, they have really nice landscaping there, which divides the community from the buildings. That's all they are asking for, not just for their home, but also the homes along that fence and the homes two roads down, because when those lights turn on at 11:30 at night and they're still going, they used to live in Kyber Run, they could hear and watch the football game from there at the high school. He said all they are asking for, and why he came tonight is to inform them if they didn't know, and let them know they are active positive community members, not just for themselves and their property but for their surrounding neighbors. They will continue to work with the schools, but that something has to be done, the brush was pulled out which they were very excited about but they pulled trees that were much bigger than brush and now it's just a raked field. He said they just want to be positive and see if they can both win.

4. Bill Bogantz

- Said he was actually attending for a selfish plug for myself, but would be remiss if he didn't address what he learned this morning, that the city manager's last day for a meeting here is tonight. He said to be clear, this has nothing to do with the JAG,

with Johnstown pulling out of the MOU, that's your business, but he did want to thank Sean and to say a few words. He said his comments are specifically focused on Sean and his experience working with him over the years. As a trustee in your neighboring township of Liberty Township, he has had countless opportunities to work and interact with Sean, he has always been willing to pick up the phone or meet face to face on any topic. They have had some tough conversations and haven't always agreed, but from those interactions, he said that Sean has always had Johnstown's best interest at heart. The schools, the city, it's always been about Johnstown. Sean has always been open, honest, and professional. He told Sean he has always enjoyed working with him, and wishes him only the best in his future endeavors.

- Stated that he was running for Licking County Commissioner. He has lived in the community for nearly 40 years. He and his wife Melody raised their six children on a small farm outside of Johnstown on Sportsman's Club Road. They love their rural way of life. He is an elected official entering his third term as a Liberty Township trustee. He has over 30 years of corporate leadership experience managing teams of over 750 resources with budgets over 100 million dollars. He is also a small business owner and owns his own real estate brokerage. He has worked at the county level on an initiative such as the framework project that concluded in 2023 and has been asked to serve on the county Comprehensive Planning Committee which will commence towards the end of this month. He is a lifelong conservative Republican and is a defender of life, liberty, and our second amendment rights. He said as your county commissioner, he will serve proactively, will listen to all sides, research the topic and make decisions that are in the best interest of the community. He will work to balance economic growth with preservation of our rural character. He will work to collaborate with the jurisdictions to ensure input is heard prior to making decisions that impact our community. He respectfully asks for our vote in the upcoming Republican primary. He has signs, he would be happy to give to anyone who wants one.

5. Justin Hartfield

- Said in January, council chose to withdraw from the Municipal Utility Coalition, this was not an issue he had paid any attention to, but the manner in which this council chose to withdraw concerned him. He said he had a few questions that he is requesting be answered, not now, but at some point would like answers. 1) What benefits to Johnstown are there in withdrawing from the Municipal Utility Coalition? 2) What benefits were there to withdrawing at that specific time? It did seem a little rushed. 3) What disadvantages were there to remaining in the Municipal Utility Coalition? 4) Is a connection between Granville, Alexandria, and Johnstown's water system still being considered? He said from his background, his understanding is this is good for redundancy between the systems. 5) What would that cost in total? And how much of that cost would have been borne by Johnstown itself? 6) Have council members been briefed by the utility coalition, by Licking Regional Water, by the County Commissioners? He would hope that they have discussed this with all these people. He said his Aunt is Melissa Hartfield, the Mayor of Granville, who is extremely invested in this. He said at the same time, he has done work for and value Southwest Licking now from Regional Water. So, he sees what they provide and the service they provide and the value it adds. He

would like to know why they made the decisions they made so he can understand what they did. He said as of right now, he doesn't really know if he likes what they did or not, he just doesn't have that information and that's what he is requesting. He would like a rundown of what it was and maybe somebody who voted against it to give a rundown of what the coalition is so they can compare because it is a bit opaque.

6. Nicole Shook

- Thanked everyone for coming tonight and caring about the community. She read a statement as follows: " It's not just about one person or one vote. It's about process, leadership, and direction of our city. I want to be very clear, I do not agree with the process the majority of this council used to get us here. It felt rushed, it lacked transparency, it lacked collaboration and it did not reflect the kind of steady, thoughtful governance the residents of Johnstown deserve. Decisions of this magnitude should never feel careless or reckless. They should be deliberate, transparent, and rooted in what is best for the entire community, not personalities, not politics, and not outside pressures. Because whether we want to acknowledge it or not, there are outside forces paying very close attention to Johnstown. There are interests that would love to influence how we grow, how we develop, and how decisions get made. That is exactly why steady, community focused leadership matters in such this moment and I'm concerned about the collateral damage we may have experienced already, when decisions are made outside the council chambers."

Mayor Hollis said she was going to remind Ms. Shook that remarks regarding motives of other council members are out of order and she will exercise that right to tell Ms. Shook that she is out of order. Ms. Shook said she would finish.

- She said she "is concerned with the collateral damage experience affects. It affects staff morale. It affects institutional knowledge and affects trust inside city hall, in the community, and affects partners, investors, and the stability of our city. Those impacts don't always make headlines, they show up quietly in projects that slow down, in opportunities that never return and talented people that choose not to stay and residents who start to lose faith in their government. That should concern us all, it should motivate us all to start paying closer attention to how decisions are made and not just what decisions are made, because process matters, transparency matters, and trust matters. Sean understood that. He has served the city as council member, as mayor, and a city manager, that kind of experience and institutional knowledge is rare. Throughout his years of service, he consistently put Johnstown first. You may not agree with everything, every decision he made, none of us will ever agree on things. With his dedication to his community and his leadership, steady leadership cannot be denied. Sean deserved a process that reflected the respect he has shown the city, and more importantly, the residents of Johnstown deserved a process that was open, transparent, and collaborative. But despite my disagreements, my commitment remains the same, the people of this city have elected me to move Johnstown forward, to stand for transparency, to protect the integrity of our processes, and to make decisions that serve the long-term interest of this community. We have important work ahead of us, and that

must be rooted in collaboration, respect, and a shared commitment that is best for Johnstown. So, while I continue to speak up when I believe the process is wrong, I will also continue to show up and do the work and fight for the people who put the trust in me. And Sean, thank you. Thank you for your years of service, your leadership, and for always putting Johnstown first."

7. Donald Barnard

- " Truth is the daughter of time, not of authority. This is a quote from Francis Bacon, an English philosopher and Statesman. Bacon believed that authority often protects itself. Institutions can lie to preserve power and truth emerges only when facts are tested over time. As a result, Bacon shifted the world away from decisions based on tradition, authority, and hierarchy and toward decisions grounded in facts, evidence, and verification. I speak from public comment today with the intent to move us as a board in the same direction. I struggle with the fact that this board chose to isolate board members that might descent in efforts to create a city manager vacancy. The process lacked a search for facts as evidenced by not one of us contacting our attorneys that represent over 30 different municipalities to ask them how Mr. Staneart is doing with this job. Not one of us contacted MKSK or EMH&T who work with him daily and asked what he could do better or rate him against other city managers. Not one of us contacted other city managers who work with Mr. Staneart and asked how he is as a city manager. And because I was excluded from this process, I didn't know I should be doing these things for us."

Mayor Hollis said she would pause him and remind him to confine his remarks to policy and refrain from accusations. Mr. Barnard said there were no accusations, he said "us".

- " Being a council member forces you to look at decision making as a whole and not as pieces. We should never go into a process of having our mind made up without facts that can be weighed and discussed. Our new council has already done this two times since the start of the year, that is enough. Two times too many for the constituency that elected us to this council and we owe it to them to be better. Let me make it clear, in my opinion, what we have done here to force a city manager vacancy will set this city back years. At a time when we can no longer move backward, Mr. Staneart has worked tirelessly in the city to protect the city from those on the outside that want to profit from our land. He has stood up to development and made some in Licking County angry because he looked out for Johnstown and the vision of the community that these members and council collectively. He has been the last stop. Instead of rewarding him for his service with continued trust, we forced him out in the hopes of finding someone better. Let me make one thing clear. Time will tell the truth. And I committed to help make sure that ending the story is a story of which our community can be proud. To do so, we must be better than what has gotten us here. Members of this council, including myself, need to do some deep thinking and decide if we are representing and doing the best for this community. We must stop alienating board members, and that goes for me, with minority perspectives and instead strive for diversity of thought. We must collect facts to have proper debate and evaluation without the cloud of outside influences. If you remember nothing from tonight, remember this quote.

Truth is the daughter of time, not of authority. And that's why transparency matters. Because time eventually tells the full true story. Let's be better so this story ends better for Johnstown. Sean, thank you for your service and you truly deserved better."

8. Rob Platte

- Read a statement as follows: " As the administrator for Jersey Township, I'm here tonight on behalf of the board of trustees, we'd first like to congratulate those of you who were successful in being elected to a council seat. Some of you we have not met, others we have met, but regardless, please feel free to reach out to any of our trustees or myself. Should you have anything you'd like to discuss, I do realize that this is a public comment section as opposed to Q&A. So, I've formatted my comments accordingly. Over the recent few years, previous councils have been fed misinformation and falsehoods that have created extreme animosity and mistrust of your city by Jersey Township. With regard to the waste of time and money that's been called JAG and the subsequent draft facilities plan, the sad reality is it did not have to happen. It didn't. JAG and the thousands of dollars that have been spent did not have to happen. The county commissioner's agreement allows for assignment to third party providers. It never had to happen. Your previous administration spent hundreds of thousands of dollars seeking an unwanted and unneeded change of the water quality management plan, or 208 plan, when the county commissioner's agreement could have been utilized as it has been amended. Instead of a combative and deceptive attempt to force unwanted and unneeded change, there simply needed to be a meeting of the affected parties to come to a reasonable solution, but that path was never sought. Yes, there were meetings between JAG and Licking Regional beginning no earlier than October 2023. But those were not completely the correct parties to be in those discussions and certainly not all in the room had the best interest of all the communities in mind. What I would like to express tonight though, is that we are encouraged by recent actions of this new council and our excitement to work with the new administration. We would like to thank Mayor Hollis for taking the time and effort to meet with Jersey Township Trustee Dan Wetzel and seek ways that our communities can better communicate, better work together, and better plan together. Jersey was happy to step in and provide assistance during the recent snowstorm in which we understood the city had a truck out of service and was generally in need of assistance during to do snow removal. It is that kind of collaboration and sharing of services that our communities should be engaging in. As a follow-up to that, the Jersey trustees have implemented a template shared services agreement that I'd be happy to share if we were to use that in the future. I'd also like to share that as part of Jersey CEDA with the city of New Albany, we have engaged the planning permit of MBBJ and we will be starting a master plan process for Jersey. We always include the school districts in our rezonings. We will do that with this CEDA process with MBBJ. We would be happy if the city would also be willing to put some somebody from your council on that as well so that we can have their input. My message tonight is clear, our communities should be working together and planning together, not trying to force the will of one community over another community.

Nicole Shook said she had a question for Mr. Platte, Mayor Hollis said that she may address it to her. Ms. Shook asked if Jersey Township had dropped their lawsuit against Johnstown yet. Mr. Platte said as a matter of law and rule, no, he can say that they haven't, and he doesn't see how that's relevant here, but there is a pending lawsuit that anybody can look up in the common pleas court of the county where Jersey has filed a lawsuit against the City of Johnstown, the Village of Alexandria and the Village of Granville, that is continuing on.

9. Council Committee reports

a. **School District Liaison:** Met 2/5/26; Next TBD

With new members, committee met to get acquainted, highlights were renderings of the school's new multi-purpose building opening in January of 2027 and the North Oregon field site. Collaborative discussion on concerns related to school district crosswalks and what they can do in partnership with the schools, they will continue to discuss crosswalks associated with the high school as well as the elementary. Mr. Stanearth said we are getting a traffic signal at the Leafy Dell/SR37 intersection, hopefully that will resolve some of the crosswalk issues related to school safety. Potential for an engineering firm to give a proposal on what it would cost for assessing the crosswalks and what improvements could be made. The school will be installing a stop sign at Chambers Way and Caswell.

b. **Rules:** Met 2/9/26; Next TBD

Discussed a Social Media Policy for the city, legal counsel will send a draft for review.

c. **Design Review Board:** Met 2/10/26; Next 2/24/26 @ 5:30 pm council chambers

Board approved a demolition permit for the Granville Mill grain silos on Track Street.

d. **Planning & Zoning:** Met 2/10/26; Next 2/24/26 @ 6:30 pm council chambers

Continued to explore updates to the Light Manufacturing zoning district text.

e. **City Management Oversight Committee:** Met 2/13/26; Next TBD

Committee met with a firm to begin the city manager search, they have worked with many communities in the area. Discussion on an Interim Manager, they have two candidates.

f. **Facilities Committee:** Met 2/13/26; Next 3/3/26 @ 5:00 pm council chambers

Continuing conversation on proposed amendments to the American Legion building lease, working together so they can stay in the existing building and continue to plan for their expansion as well as mitigating the city's risk. Committee to meet again March 3rd to review and recommend the amendment to the lease.

g. **Finance:** 2/17/26 at 5:30 pm; Next 3/17/26 @ 5:30 pm council chambers

Reviewed audit findings from 2020 and 2021, they expect 2022 and 2023 to come out soon. Discussion on the J-2 water well, it is down, have spent \$45,000 to get it back up and running, it will require another \$65,000 and from that point we may have to drill a new well at a cost of \$400,000. J-4 is being drilled now, all four wells will be needed for the new plant and if needed the \$400,000 could be incorporated into the loan for the water plant.

Nicole Shook asked that all expenses for the city manager search be tracked for separate accounting. Finance committee to discuss further.

h. **Safety & Service:** Next 3/3/26 @ 5:30 pm council chambers

10. Director Reports

a. Chief of Police

Report included in the packet. Chief Smart said they will see a new cruiser out in the community.

11. Tabled Legislation - None

12. Public Hearings of Legislation - None

13. Introduction of Legislation - None

14. Discussion - Participation in the Water Reuse Association

Sean Staneart said this topic had been mentioned in the past couple manager's reports and Ms. Shook requested council discussion. He said the conceptual piece of water reuse is to take the discharge from the water treatment facility, after it has been cleaned significantly, and there are multiple applications in which it could be used, one is for industrial use, in order for them to do some of their manufacturing processes, they don't necessarily need potable water, but they need water for cooling or some general manufacturing. He said with us being at the headwaters of the region, our potential is somewhat limited, so this is something we should definitely pay attention to so that we could potentially use some of our effluent, what goes into the creek, and instead of putting it into the creek, maybe there is a possibility that we could use that for some manufacturing applications. Mr. Staneart said that right now we have a three million gallon plant being built, our well field is at capacity at three million gallons, so having additional capacity may be challenging with where we are at, so if we can gather another two million gallons from the effluent and be able to utilize that for manufacturing, there are other applications such as irrigation, golf courses etc. Where it applies to the State of Ohio is that three years ago, in order to start really taking the regulatory piece of this and implementing it, they needed to form an association, a water reuse board, they looked to outside states and there was already a Water Reuse Association in existence, they were invited to come into Ohio and since then, they needed five communities to get the organization implemented in Ohio, the EPA reached out, and Johnstown was one of the first members of the organization. Columbus, Toledo and Cincinnati are now involved, and a variety of others have started to be a part of the organization, the chapter in Ohio only started three years ago. Mr. Staneart said the annual fee associated with this is \$1,150.00, we have had Rick, our sewer superintendent, attend some of these meetings, we have had Jack Liggett be a part of those, and he has been a part of the meetings. If we do want to continue to be a part of this organization, we should identify either Jack or Rick to really engage with the regular meetings happening. Mr. Staneart said they have talked about this with Jacobs Engineering while designing the current wastewater treatment facility, so they have that in mind, that if we want to implement that, they are securing the space to have that put in. There is a cost associated but if we can sell the capacity then we could do an ROI on the investment. Jack Liggett said to meet the treatment, we would have to add a tertiary filter at the end, probably about a one million dollar investment. Mr. Staneart said to put things into comparison, the sewer plant could cost \$63 million, the water facility we are constructing at \$40 million, so an additional million dollars to grab an

additional two million gallons, shouldn't be a hard sell, but council will have to consider moving forward, if they want to make the investment. Mr. Stanearth asked for council direction on Johnstown remaining part of the association, he said he believes it is already appropriated in the budget, but since there have been concerns over water and sewer he wanted to vet this through council. Ryan Green said it is good conversation, he wants to hear more about it, he thinks it would be appropriate to take it to Safety & Service committee. Mr. Stanearth said the dues were needing to be paid three or four weeks ago so if there is direction to remain they will get that paid. Mr. Green stated this would obligate us for a year.

ACTION: Nicole Shook moved to renew the dues; Kyle Cook seconded and the vote was as follows:
AYES: Nicole Shook, Matthew Huggins, Don Barnard, Ryan Green, Mayor Hollis, Kyle Cook, Jeff Barr
NOES: None
ABSTAIN: None

Passed 7 - 0

Mayor Hollis asked Jack Liggett to designate who would be most appropriate to participate. Mr. Liggett said it would be both of them, depending on who has what meetings and who is busy with plant upgrades, he said he doesn't think one person needs to be designated, as long as our representative is in the meeting.

15. Other Business

1. Nicole Shook asked about an item in the manager report, she asked about "continued compiling transition materials at council's request to support continuity operations, five pages were provided on Thursday, additional materials are in progress." She said she did not see an email requesting those and she didn't see an email with the five pages. She asked if she missed something. Mr. Stanearth said that a council member reached out requesting some transitional material, he compiled some and is still in process, trying to give a download through a written format so they can have the information and move forward on some of the projects. Ms. Shook requested that be sent to all of council. Ms. Shook told Mr. Stanearth he will be missed.
2. Jeff Barr said JYAA winter sports are wrapping up this weekend, shout out to all the volunteer coaches and parents involved to give kids in our community a positive place to participate and stay active over the winter. Mr. Barr wished Mr. Stanearth good luck in his future endeavors with his new organization, he is sure that he will serve them well, he thanked him for all he has done.
3. Ryan Green said there is a Legion pancake breakfast this weekend, he asked folks to take care of the community events, they need the money and it's good to see everyone there. He thanked the public for coming out tonight, it means it is important to them and he hopes to continue seeing everyone and issues important to them.
4. Mayor Hollis thanked the City Manager for his service to Johnstown and said leadership transitions are never simple and they're rarely easy, but this city is bigger than just one moment and we'll move forward and she wished Mr. Stanearth the best of luck. She said the 911 calls she is sure they will wish they would be able to make, but she also wants to thank our residents for engagement this evening, that civic participation matters and even when we disagree, it matters. It's important, and honestly, especially when we disagree,

it's important to come and speak and give us an opportunity to debate and explain decisions that, you know, I think the conversation that happened with the coalition tonight is a perfect example of that. We have a lot to say, there's a lot that happens here and there's not usually a lot of people here. So, we welcome the opportunity to engage with all of you on a regular basis. This council will continue focusing on the work ahead and long-term success for our community.

5. Mayor Hollis said they do have the option in the separation agreement with Mr. Stanearth to extend his resignation date to February 27th and asked Mr. Stanearth if that was ok to discuss. Mr. Stanearth said yes, he would be able to commit to an additional week, so if council has the desire for him to continue to the 27th. There were no comments or motions made by council.

6. Mr. Stanearth said he would break the silence, and with council's permission he would like to make a couple comments. Mayor Hollis said yes.

Mr. Stanearth read his written comments: " I just want to thank everyone for coming tonight. My wife has been a rock, what I've put her through, I can only imagine and I'm forever grateful for her doing that. And so her rallying people here, not for adversary, but just to show support means a tremendous amount to me. I am deeply grateful and honored for the trust placed in me for the opportunity to serve this community. This community has shaped me and made me who I am today. And I continue to be humbled by the opportunity to serve and get back to the place I call home. I went to a recent graduation party and there was a quote on the wall. It said, "If it doesn't challenge you, it won't change you." I think I've had to wrestle with that for the last three years because this has been a challenging job. When I stepped into this role, I understood the challenges ahead. Together, we worked through a particular complex period and focused on building a strong, durable foundation for the city's future. Serving as the city manager has been demanding, but has also been deeply rewarding, meaningful, and work that I am grateful to have been a part of. I remain proud of the accomplishments that we've achieved together and I cherish the friendships and the relationships and memories made during this chapter of my life. You all have a special place in my heart. Thank you.

16. Adjourn

ACTION: Tiffany Hollis moved to adjourn; Jeff Barr seconded and all were in favor.

AYES: Mayor Hollis, Kyle Cook, Jeff Barr, Nicole Shook, Matthew Huggins, Don Barnard, Ryan Green

NOES: None

ABSTAIN: None

Passed 7 - 0

The meeting adjourned at 7:51 pm.

Next Council Meeting March 3, 2026



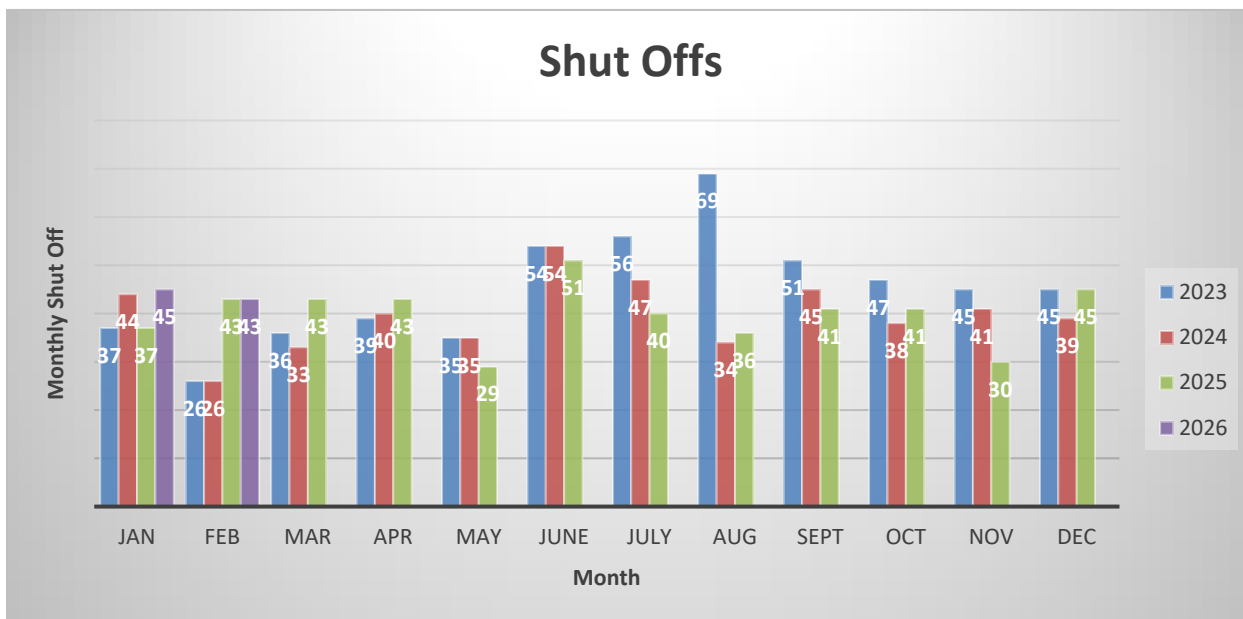
February 2026 Water Council Report



Water Plant February 2026

- 1) As of February 26th, the flow is 17.912 MG.
- 2) There were 43 shut offs.
- 3) Worked on locates.
- 4) Worked on work orders.
- 5) The Water Department had 15 hours of training.
- 6) Tim Perry worked 12 hours for the Street Department.
- 7) I attended training at Delco on 2/11/2026.
- 8) I attended progress meeting with Bowen the Water Plant Expansion Project.
- 9) Worked on and submitted monthly EPA reports.
- 10) I participated in interview for the Water Department job opening.
- 11) Worked with Bowen daily on the Water Plant Expansion Project.
- 12) Participated in a zoom meeting with Britney from IWorq's on 2-17-2026.
- 13) Changed lime feeders, took #2 feeder out and put #1 lime feeder in service. We cleaned #2 feeder and the feed line.

Thank you,
 Terry Nichols
 Chief Water Operator
 City of Johnstown

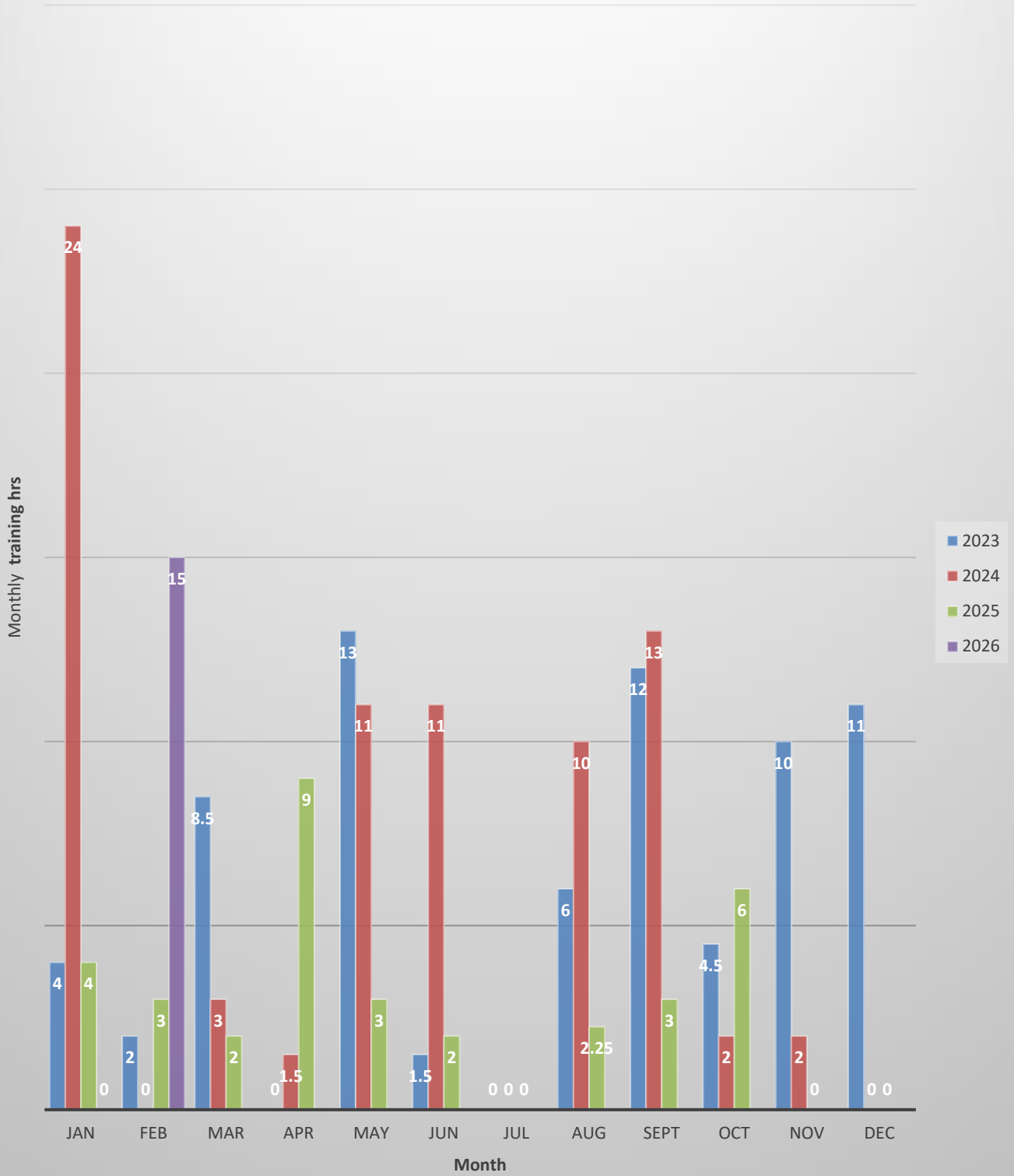


Daily Plant Tap Test Results

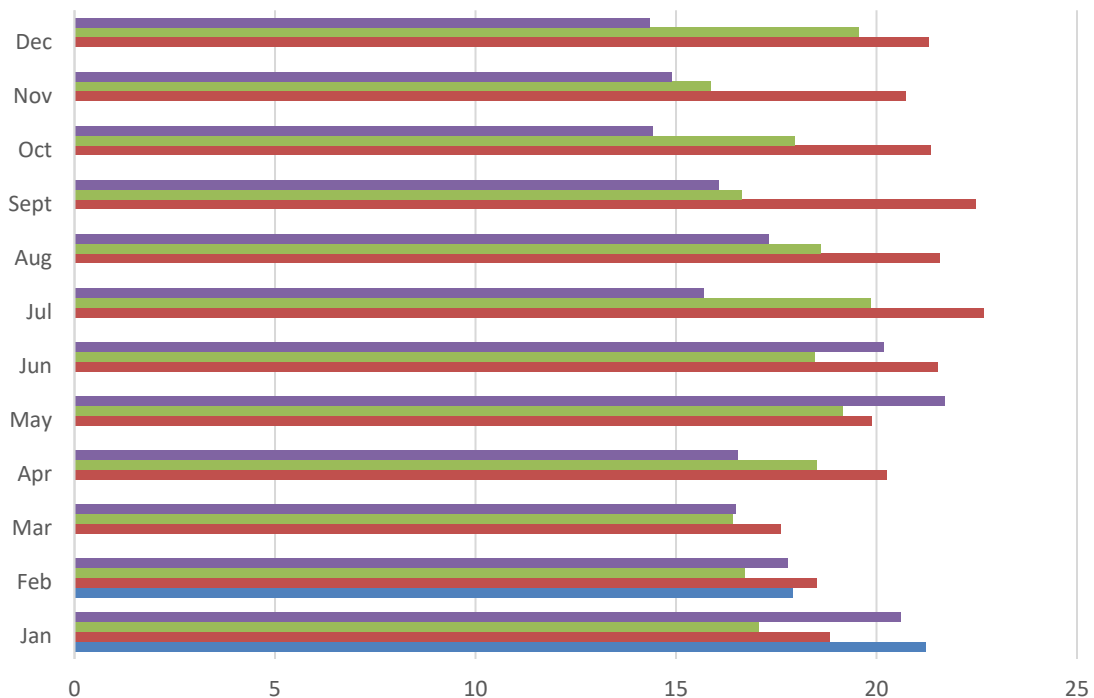
Date	PH	Phenol	Total	Total	Plant Tap Cl2		
		Alkalinity	Alkalinity	Hardness	Free	Total	Combined
Feb-01	8.00	0	50	145	1.22	1.32	0.10
Feb-02	7.93	0	50	144	1.09	1.22	0.13
Feb-03	8.23	0	82	180	1.13	1.23	0.10
Feb-04	8.21	0	60	158	0.95	1.05	0.10
Feb-05	8.11	0	61	160	1.04	1.16	0.12
Feb-06	7.69	0	52	150	1.22	1.31	0.09
Feb-07	7.70	0	51	162	1.33	1.39	0.06
Feb-08	7.90	0	53	147	1.25	1.36	0.11
Feb-09	7.87	0	50	148	1.06	1.18	0.12
Feb-10	7.88	0	54	148	1.12	1.21	0.09
Feb-11	7.88	0	53	147	1.14	1.21	0.07
Feb-12	7.89	0	53	145	1.23	1.30	0.07
Feb-13	7.82	0	50	147	1.09	1.18	0.09
Feb-14	7.74	0	55	148	1.23	1.29	0.06
Feb-15	7.50	0	47	150	1.20	1.30	0.10
Feb-16	7.79	0	53	151	1.09	1.25	0.16
Feb-17	8.05	0	52	150	0.63	0.72	0.09
Feb-18	8.01	0	52	149	1.04	1.13	0.09
Feb-19	7.83	0	52	147	1.09	1.19	0.10
Feb-20	8.40	0	47	142	0.76	0.79	0.03
Feb-21	7.80	0	51	154	1.16	1.24	0.08
Feb-22	7.50	0	49	137	1.12	1.22	0.10
Feb-23	7.87	0	52	148	1.06	1.13	0.07
Feb-24	7.92	0	51	149	1.20	1.30	0.10
Feb-25	8.03	0	52	148	1.17	1.25	0.08
Feb-26	7.55	0	49	148	1.06	1.17	0.11
Feb-27	7.78	0	49	151	1.30	1.45	0.15
Feb-28		0					0.00
		0					0.00
		0					0.00
		0					0.00
Average	7.88	0	53	150	1.11	1.21	0.10

Total Alkalinity:35-55 mg/L Phenol Alkalinity: 0-2 mg/L Hardness: 135 – 150 mg/L (Higher hardness is due to running # 2 L.S. well pulling water from deeper part of the aquifer)
 Free Chlorine: 0.85-1.10 mg/L

Training Hours



Monthly Influent MG



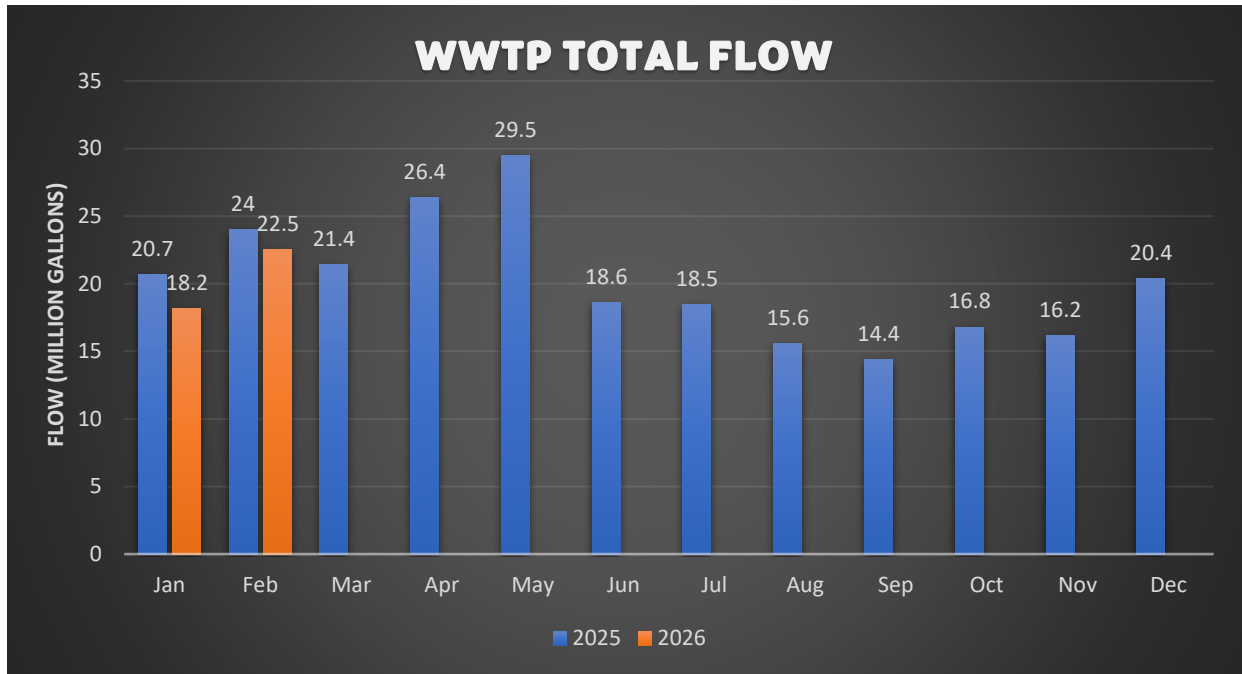
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
■ 2026	21.228	17.912										
■ 2025	18.851	18.526	17.622	20.25	19.881	21.544	22.689	21.584	22.472	21.35	20.729	21.319
■ 2024	17.074	16.725	16.431	18.526	19.174	18.464	19.866	18.609	16.641	17.976	15.872	19.571
■ 2023	20.616	17.786	16.492	16.556	21.719	20.176	15.698	17.307	16.061	14.42	14.898	14.362

MG

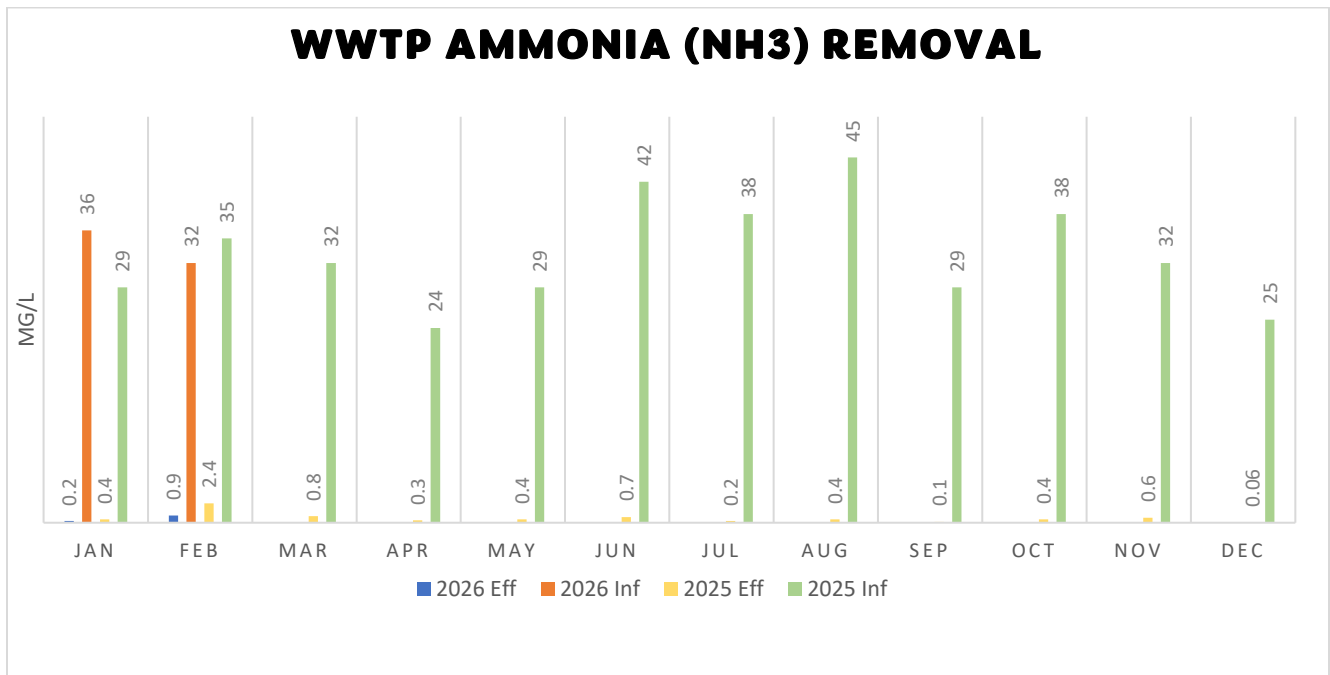


February 2026

SEWER DEPARTMENT REPORT



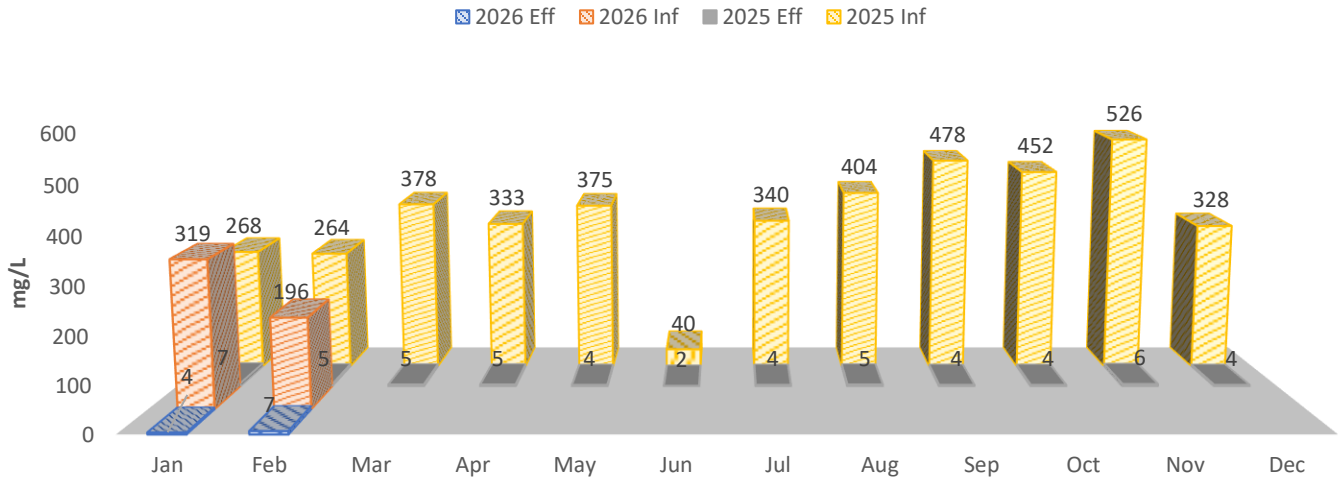
PLANT EFFICIENCY CHARTS



Average % of NH3 removed for the month = **97%**

Discharge Limitations	
Weekly-	3.9 mg/L
Monthly-	2.6 mg/L

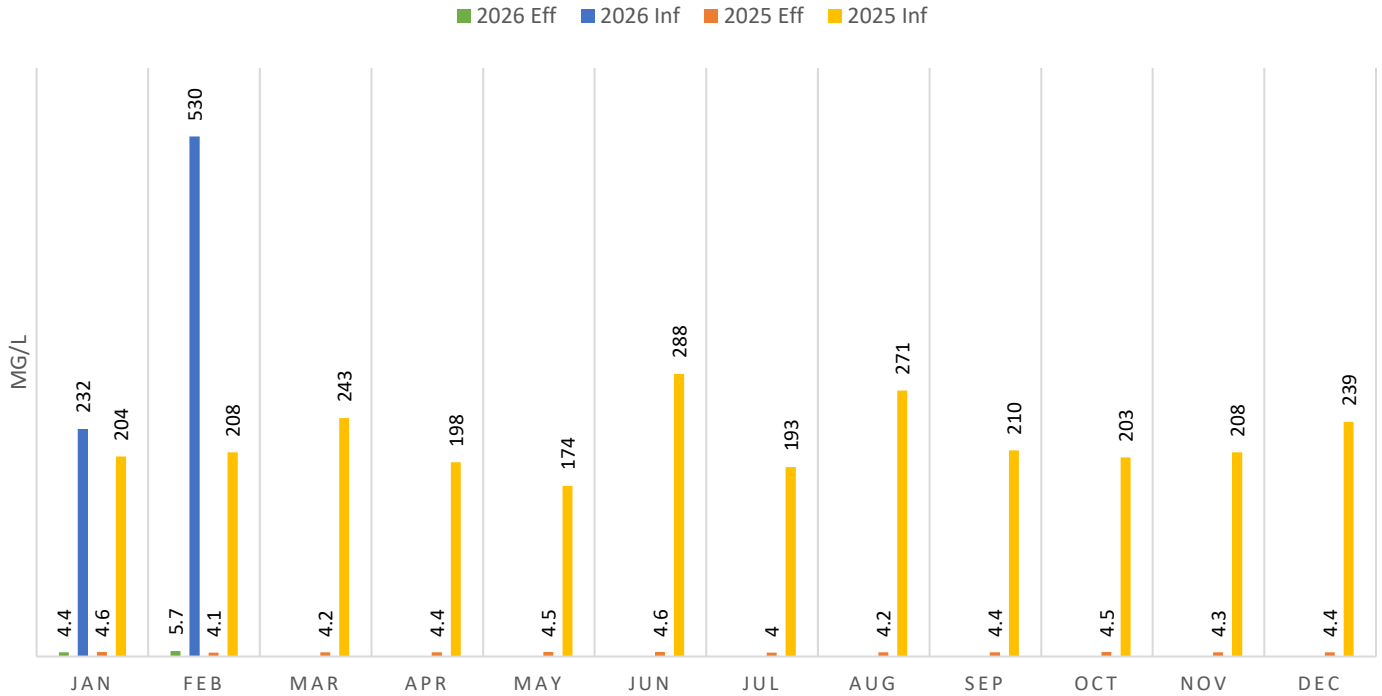
WWTP TOTAL SUSPENDED SOLIDS REMOVAL



Average % of TSS removed for the month = **96%**

Discharge Limitations	Weekly- 18 mg/L
	Monthly- 12 mg/L

WWTP CBOD REMOVAL



Average % of BOD removed for the month = **99%**

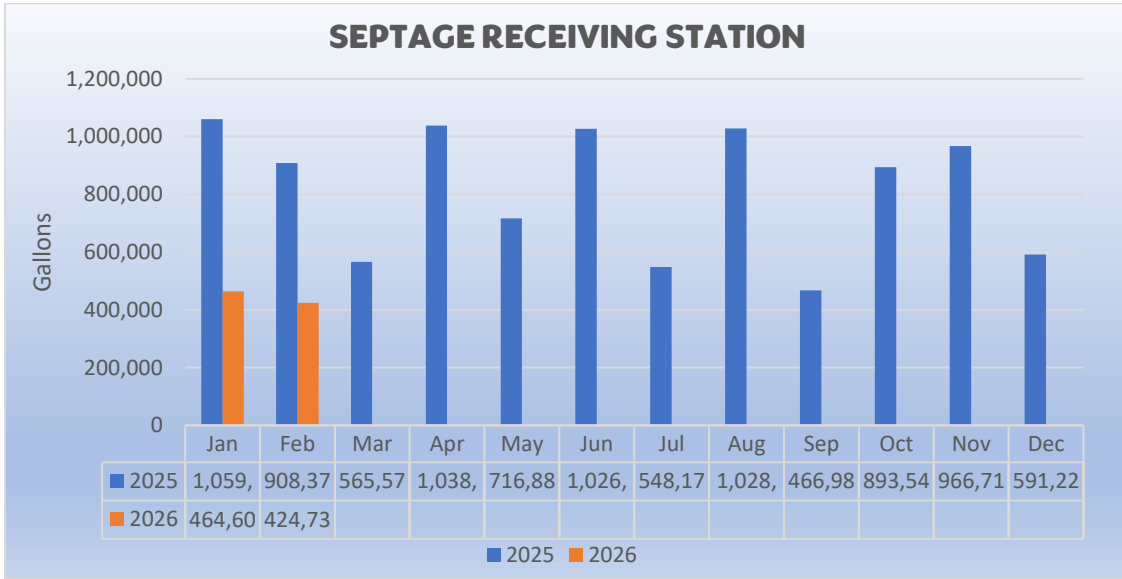
Discharge Limitations	Weekly- 15 mg/L
	Monthly- 10 mg/L

WORK HIGHLIGHTS

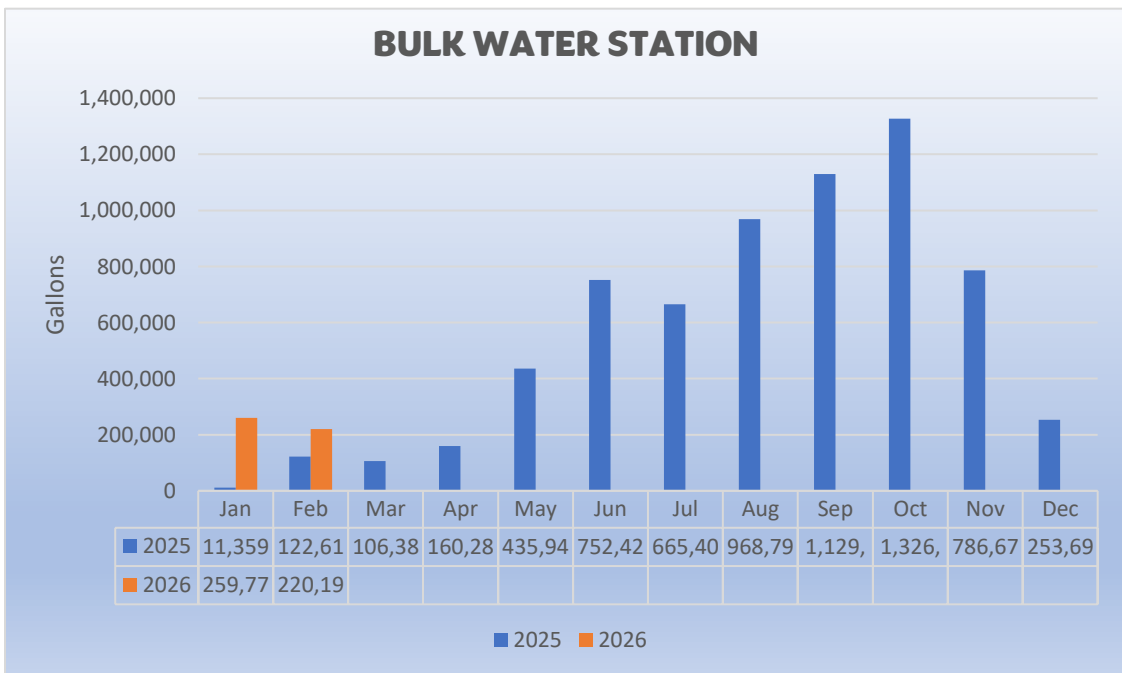
- Sewer Inspections
 - o 1 new build inspection
 - o 1 existing repair inspection
- Amount of sludge pressed (dewatered) – 167,968 gallons
- Routine plant operations and preventative maintenance
- Reports submitted to OEPA : Annual Sludge Report, SSO Report, 3599 & 90199 Report

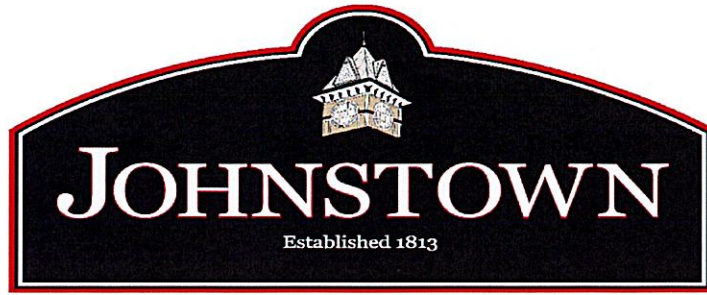
BULK SEWER & WATER

The following chart shows the total amount of waste in gallons brought into Johnstown for the current year and past year by the egg farm and bulk septage haulers.



The chart below shows the total amount of bulk water in gallons purchased each month for the current year and past year. NOTE: This graph contains only gallons of bulk water purchased from the fill station onsite and does not include hydrant meter usage.





Street Department Report

February 2026

CITY OF JOHNSTOWN, OHIO

City of Johnstown
Administrative Offices



.599 S. Main Street
Johnstown, Ohio 43031
Telephone: 740-967-3177

Misc.

- Equipment maintenance, cleaning, and repairs
- Greased all the trucks and backhoe
- Cleaned the trucks after each salting event

Street Maintenance

- Patched potholes in the Leafydell entrance and exit, Commerce, Clark, Concord east , Concord crossing, Stone hedge, Douglas ,Sportsman club
- Cleaned up snow from the snow event salted and plowed
- Stacked 150 tons of salt in the salt temple
- Replaced 2 hoses on the backhoe
- Hauled 50 tons of salt from ODOT in Alexandria
- Used 50 ton of salt in February

Water Maintenance

- Water turn off and on

Stormwater Maintenance

- Cleaned the major drains before and after each rain
- Cleaned off the street drains before and after each rain

Park Maintenance

- Trash pickup (weekly) 2 times a week during summer months
- Trail head toilet checked and cleaned (weekly)

Sewer Maintenance

2026								
HOURS WORKED	Road Maint.	Park Maint.	Sewer Maint.	locates	Water Maint.	Sign repair	Equipment repairs	Storm sewer
January	400	20	20	0	20	30	80	20
February	380	20	20	20	20	40	80	20
March								
April								
May								
June								
July								
August								
September								
October								
November								
December								

TYPE OF WORK

■ January
 ■ February
 ■ March
 ■ April
 ■ May
 ■ June
■ July
 ■ August
 ■ September
 ■ October
 ■ November
 ■ December

Service Directors Report

2/28/2026

- 1) Water Plant Update – Held water plant construction meetings February – 4-12-19-26-2026. Much of this month was accepting bids and moving J-4 well installation to a priority list along with an automated closing valve for the Clari Cone. Force main re-location to start next week.
- 2) Wastewater Plant Update – Preparing design plans to be sent to the EPA for PTI review.
- 3) Coughlin Apartments – No new information
- 4) Leak Detection – Service line leak on North Kasson. Leak was on homeowner's side. Leak has been repaired.
- 5) J-2 Well is back in operation. New pump and motor have been installed. J-2 will only be used as a backup at this point
- 6) Water plant is posting to fill a vacant position.



February 27, 2026

By Email

Johnstown City Council

City of Johnstown
599 South Main Street
Johnstown, Ohio 43031

**Re: 2023-2025 Agreement between the City of Johnstown and the Ohio
Patrolmen’s Benevolent Association, SERB No. SERB NO. 2025-MED-09-
0990 (Police Officers).**

Dear Honorable City Council,

Please accept the enclosed submission for your review and vote in accordance with Ohio Revised Code Section 4117.10. The City of Johnstown has negotiated the enclosed collective bargaining agreement with the exclusive representative of:

Unit A: Case No: 2022-REP-06-0079
Included: All full-time Police Officers employed in the Johnstown Police Department.

Pursuant to O.R.C. § 4117.10 (B), this submission requires your approval. That section states, in part:

The public employer shall submit a request for funds necessary to implement an agreement and for approval of any other matter requiring the approval of the appropriate legislative body to the legislative body within fourteen days of the date on which the parties finalize the agreement, unless otherwise specified, but if the appropriate legislative body is not in session at the time, then within fourteen days after it convenes. The legislative body must approve or reject the submission as a whole, and the submission is deemed approved if the legislative body fails to act within thirty days after the public employer submits the agreement...



**FISHEL DOWNEY
ALBRECHT & RIEPENHOFF LLP™**
Attorneys at Law

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Suite 200
New Albany, Ohio 43054
(614) 221-1216 PH
(614) 221-8769 FX
www.fisheldowney.com

Please notify the City Manager or our office of Council's vote on this matter. Please do not hesitate to call me if you have any questions.

Sincerely,

David A. Riepenhoff

Encl.

Cc: Acting City Manager Dave Delande
Mayor Tiffany Hollis
Police Chief Rusty Smart
Law Director Yazan Ashrawi



RESOLUTION 2026-15

A RESOLUTION TO APPROVE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF JOHNSTOWN AND THE OHIO PATROLMEN’S BENEVOLENT ASSOCIATION (FULL-TIME POLICE OFFICERS) SERB NO. SERB NO. 2025-MED-09-0990

WHEREAS, in State Employment Relations Board case 22-REP-06-0079, the Ohio Patrolmen’s Benevolent Association, (the “Union”), was certified by the Board as the exclusive bargaining agent for all full-time Police Officers employed in the Johnstown Police Department; and

WHEREAS, in State Employment Relations Board case SERB No. 2025-MED-09-0990, City of Johnstown and the Union have negotiated and reached tentative agreement for a collective bargaining agreement to be effective January 1, 2026 - December 31, 2028; and

WHEREAS, the City has been notified that the Union has ratified this collective bargaining agreement; and

WHEREAS, the City Manager has submitted the collective bargaining agreement, attached hereto as **Exhibit A**, to City Council for its approval under Ohio Revised Code Section 4117.10(B); and

WHEREAS, City Council finds it in the best interest of the City to approve the submission;

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

Section 1. Pursuant to Ohio Revised Code Sec. 4117.10, the City of Johnstown Council hereby approves the collective bargaining agreement between the City of Johnstown and the Ohio Patrolmen’s Benevolent Association attached hereto as **Exhibit A**;

Section 2. It is found and determined that all formal actions of this City Council, concerning and relating to the recommendation and adoption of this Resolution, were approved in an open meeting of this Council, and that meetings 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/Vote: March 3, 2026

By: _____

Mayor Tiffany Hollis

ATTEST TO:

APPROVED AS TO FORM:

Teresa Monroe, Clerk of Council

Yazan Ashrawi, Law Director

COLLECTIVE BARGAINING AGREEMENT BETWEEN

THE

CITY OF JOHNSTOWN

AND THE

**OHIO PATROL BENEVOLENT ASSOCIATION (OPBA)
(Police Officers)**

Effective January 1, 2026 through December 31, 2028

SERB NO. 2025-MED-09-0990

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ARTICLE 1
PREAMBLE/PURPOSE

Section 1.1 Parties & Purpose. This Agreement is entered into by and between the City of Johnstown hereinafter referred to as the "Employer" or "City" and the Ohio Patrolmen's Benevolent Association, hereinafter referred to as the "OPBA" or "Union" to establish certain wages, hours, terms, working conditions and conditions of employment of the employees in the bargaining unit defined herein.

Section 1.2 Conformity to Law and Amendment. The parties intend this Agreement to supersede and replace any state and local laws on the subjects referenced, addressed, or covered by this Agreement. If, by operation of law, or by a court of competent jurisdiction, it is found that any provision shall be of no further force and effect, the remainder of the Agreement shall remain in full force and effect for the Agreement term.

The parties agree that should any provision of this Agreement be found to be invalid, they will attempt, upon written request from either party, to discuss replacement language on the same matter within thirty (30) days.

Amendments and modifications of this Agreement may only be made by mutual written Agreement of the parties to this Agreement, subject to ratification by the Union and City.

Section 1.4 Headings. It is understood and agreed that the use of headings before articles or sections is for convenience only and that no heading shall be used in the interpretation of said article or section or affect any interpretation of any article or section.

Section 1.5 Gender and Plural. Whenever the context so requires the use of words herein in the singular shall be construed to include the plural and words in the plural, the singular and words whether in the masculine, feminine or neutral gender shall be construed to include all of said genders. By the use of either the masculine or feminine genders it is understood that said use is for convenience purposes only and is not to be interpreted to be discriminatory by reason of sex.

ARTICLE 2
OPBA RECOGNITION

Section 2.1 Bargaining Unit Recognition. The Employer hereby recognizes the Union as the sole and exclusive bargaining agent for all full-time employees that have been certified by the State Employment Relations Board in:

Unit A: Case No: 2022-REP-06-0079

Included: All full-time Police Officers employed in the Johnstown Police Department.

Excluded: All others.

Section 2.2 Bargaining Unit Exclusions. All positions and classifications not specifically established herein as being included in the bargaining unit shall be excluded from the bargaining unit.

ARTICLE 3 **OPBA DUES DEDUCTION**

Section 3.1 Dues Deduction. The amount of dues to be deducted shall be established by the OPBA. At least thirty (30) calendar days advance notice must be given to the City Auditor's Office for deductions to start or changes to take place. The Employer agrees to deduct regular OPBA membership dues once each month from the pay of a bargaining unit member, upon receiving the member's written authorization for the dues deductions. Upon receipt of the written, signed authorization, the Employer will deduct OPBA dues from the member's payroll check for the next pay period. Upon written, signed revocation of the dues deduction authorization from the employee, the City shall no longer be obligated to make any dues deduction.

Section 3.2 Transmission of Dues Collected. All dues collected under this article shall be paid by the Employer to the person designated in writing by the Union.

Section 3.3 Withdrawal of Dues Deduction. A member may withdraw authorization for dues deduction by directing a request to the Employer and the OPBA. Dues deductions shall cease upon the happening of any of the following events:

- A. Resignation or discharge of the employee.
- B. Transfer or promotion of the employee to outside of the bargaining unit.
- C. Layoff or furlough from work.
- D. An unpaid leave of absence.
- E. The employee submits a written, signed revocation.
- F. At any time when dues are otherwise due, fail to receive sufficient wages to make all legally required deductions in addition to the deduction of the Union dues.
- G. When an employee is no longer a member of the Union.

Section 3.4 Indemnification. The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article. The OPBA hereby agrees that they will indemnify and hold the Employer harmless from any claims, actions or proceedings arising from deductions made by the Employer pursuant to this Article. Once the funds are remitted to the OPBA, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union. In the event an employee(s) files a cause of action against the City regarding the deduction of dues pursuant to this Article, the deductions of those employee(s) shall cease immediately until the dispute is resolved.

Section 3.5 Corrections. The parties agree that neither the employees nor the OPBA shall have a claim against the Employer for errors in the processing of deductions unless a claim of error is made to the Employer in writing within thirty (30) calendar days after the date such an error is claimed to have occurred, and the Employer fails to correct the error within thirty (30) calendar days of being notified.

**ARTICLE 4
OPBA BUSINESS**

Section 4.1 Representatives. The Employer shall recognize one (1) bargaining unit member from the bargaining unit to act as the Union's Grievance Representative for the purpose of processing grievances in accordance with the Grievance Procedure. Employees seeking Union representation must get a representative from their own unit. The OPBA shall provide to the Employer an official roster of the Grievance Representative and one alternate, which is to be kept current. No employee shall be recognized by the Employer as an OPBA Grievance Representative or alternate until the OPBA has presented the Employer with written certification of that person's selection.

Section 4.2 Release Time. An OPBA Grievance Representative shall, where possible, investigate grievances and schedule meetings off-duty, but if not possible will be permitted time off with regular pay to be present at grievance or disciplinary hearings and/or to investigate grievances, subject to the operational needs of the Employer. In no event shall an OPBA Grievance Representative receive overtime or call-in payment to conduct grievances or OPBA business. Permission to investigate and/or process a grievance or attend a disciplinary hearing on-duty shall be requested. Office equipment may be reasonably used to investigate and process grievances.

Section 4.3 OPBA Roster. The OPBA shall inform the Employer of the names of the current Grievance Representative and alternates no more than seven (7) calendar days after any changes.

Section 4.4 OPBA Employee Access. OPBA Staff Representative(s) shall be admitted to the Employer's facilities during the Employer's normal office business hours for the purpose of processing grievances or attending meetings as permitted herein, providing reasonable advance notice is given and the approval of the Employer. Upon arrival, the OPBA Staff Representative shall contact the Employer or the Employer's designated representative who shall facilitate any necessary contact between the representative and an on-duty bargaining unit employee, provided that arrangement of the contact is not disruptive of the employee's job responsibilities.

Section 4.5 Negotiations Committee. The OPBA negotiating Committee shall consist of no more than two (2) employees from the bargaining unit.

Section 4.6 Ballot Box. The OPBA shall be permitted, upon prior written notification to and approval of the Chief, to place a ballot box for a period not to exceed twenty-four (24) hours at the Police Department for the purpose of collecting members' ballots on all OPBA issues subject to ballot. Any ballot box shall not be placed in public view.

Section 4.7 Bargaining Unit Meetings. The OPBA shall be permitted, upon prior notification to and approval by the City Manager, to hold meetings for members within the City Administration Building. It is intended that normal City operations or pre-scheduled meetings or meeting-room reservations shall not be disrupted by the use of this provision.

ARTICLE 5
BULLETIN BOARDS

Section 5.1. Bulletin Board. The OPBA shall be permitted to maintain space on a bulletin board at the Police Department. The bulletin board will be reasonably accessible to all members at a mutually agreeable location. The Employer agrees to provide space for a bulletin board in agreed upon areas of each facility for use by the OPBA. Where bulletin boards are already available, the Employer may permit the OPBA use of said bulletin boards. However, the Employer shall not be obligated to purchase bulletin boards for the OPBA use.

Section 5.2. Posted Material. All OPBA notices which appear on the bulletin boards shall be signed. OPBA notices relating to the following matters may be posted without the necessity of receiving the Employer's prior approval:

- A. OPBA recreational and social affairs;
- B. Notice of Union meetings;
- C. OPBA appointments;
- D. Notice of OPBA elections;
- E. Results of OPBA elections;
- F. Reports of non-political standing committees and independent non-political arms of the OPBA; and
- G. Non-political publications, rulings, or policies of the OPBA.

All other notices of any kind not covered in A through G above must receive prior approval of the Employer or designated representative. It is also understood that no material may be posted on the bulletin boards at any time which contain the following:

- A. Personal attacks upon any person or organization;
- B. Scandalous, scurrilous, or derogatory attacks upon the City administration or officials;
- C. Attacks on any employee organization, regardless of whether the organization has local membership; and,
- D. Attacks on and/or unfavorable comments regarding a candidate for public office, or for office in any employee organization.

Section 5.3. Removal of Material. The Employer may immediately remove any material posted in violation of this article.

ARTICLE 6
MANAGEMENT RIGHTS

Section 6.1 General. Except to the extent modified by the provisions of this Agreement, the Employer reserves and retains solely and exclusively all legal rights to manage the operations of the Police Department of the City of Johnstown. The rights of the Employer shall include, but shall not be limited to, the rights to establish, change or abolish policies, practices, rules, or procedures for the conduct of the Police Department, its employees and its service to the citizens of the City, consistent with the provisions of this Agreement.

Section 6.2 Management Rights. The Employer's exclusive rights shall include, but shall not be limited to the following, except as expressly limited by the terms and conditions set forth in this Agreement:

- A. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policies such as the functions and programs of the office, standards of services, its overall budget, utilization of technology, and organizational structure;
- B. To manage and direct its employees, including the right to select, hire, promote, transfer, assign, supervise, evaluate, retain, layoff and recall;
- C. Maintain and improve the efficiency and effectiveness of governmental operations;
- D. Determine the overall methods, process, means or personnel by which operations are to be conducted including the right to manage and determine the location, type, and number of physical facilities, equipment, programs, and the work to be performed;
- E. Suspend, discipline, demote or discharge for just cause, or schedule, or retain employees, and to layoff employees from duty due to the lack of work or lack of funds, reorganization, or abolishment of positions;
- F. To determine the size, composition and adequacy of the work force, to establish, alter and change work schedules, to establish, modify, consolidate and to determine staffing patterns, including, but not limited to the assignment of employees, qualifications required and areas worked;
- G. Determine the overall mission of the office as a unit of government;
- H. Effectively manage the work force;
- I. Take actions to carry out the mission of the Office as a governmental unit;
- J. The right to select and determine the number and types of employees required, including the right to select, hire, promote, transfer, evaluate, and to assign such work to such employees in accordance with the requirements determined by the Employer;
- K. The right to establish work schedules and assignments and to determine the necessity for overtime and the amount and assignments required thereof;
- L. To promulgate and enforce employment rules and regulations as related to job performance and to otherwise exercise the prerogatives of management;
- M. The right to maintain the security of records and other pertinent information;
- N. The right to determine and implement necessary actions in emergency situations;

- O. The right to determine when a job vacancy exists, the duties and qualifications to be included in all job classifications, and the standards of quality and performance to be maintained; and
- P. The right to determine the Police Department goals, objectives, programs and services, and to utilize personnel in a manner designed to effectively meet these purposes.

Section 6.3 Reserved Rights The Union recognizes and accepts that all rights and responsibilities of the Employer not specifically modified by this Agreement or ensuing Agreements shall remain the rights and responsibilities of the Employer.

The Employer retains and reserves all rights, power, authority, duty and responsibility confirmed or invested in it by the laws and constitution of the State of Ohio and/or the United States of America. The exercise of any such right, power, authority, duty or responsibility by the Employer and the adoption of such rules, regulations, policies as it may deem necessary, and as they apply to employees represented by the Union, shall be limited only by the terms of this Agreement.

Section 6.4 Residual Rights In addition, the Union agrees that all of the functions, rights, powers, responsibilities, and authority of the Employer with regard to the operation of its work and business and the direction of its work force which the Employer has not specifically abridged, deleted, granted, or modified by the express and specific written provisions of this Agreement are, and shall remain, exclusively those of the Employer.

ARTICLE 7 **EMPLOYEE RIGHTS**

Section 7.1 General. An employee has the right to the to the presence and advice of an OPBA representative and/or an attorney at all disciplinary hearings and/or interrogations, where the employee reasonably expects that discipline may follow. Such right shall not be exercised for the purposes of creating delay. All representation by employee representatives shall take place on employee's time off. This Section does not limit Article 4, Section 4.2.

Section 7.2 Questioning or Interviewing. Questioning or interviewing an employee shall be conducted at reasonable times giving due consideration to the urgency of the matter under investigation, allowing for rest periods and attendance to physical necessities. In addition, either party may record such interview if he/she has a personal recording device available so as not to delay the investigation. If the employee is recording the interview with a personal recording device, the employee shall notify the interviewer prior to the start of the interview. The Employer may have a transcript of such recording at the Employer's expense. The Employer may require an employee to submit to a polygraph or CVSA, but the results will not be the only evidence relied upon to support the discipline.

Section 7.03 Notification of Investigation. An employee will be informed of the nature of any investigation of himself prior to any questioning.

Section 7.04 Conclusion and Investigatory Documents. Upon completion of the investigation, the Employer will notify the employee under investigation of the results and provide the employee with copies of all documents retained by the Employer, except as provided by law. Any time a document is placed in an employee's personnel file, a copy of the document will be automatically provided to the employee.

ARTICLE 8 **GRIEVANCE PROCEDURE**

Section 8.1 Purpose. Grievances shall be submitted in accordance with this Article. The Union agrees that the filing of frivolous grievances can be disruptive to good labor-management relations and therefore agrees that it will attempt to discuss the validity of the grievance with the grievant prior to filing to determine if the grievance has merit. Furthermore, the grievant will first attempt to resolve the matter informally with the employee's supervisor outside of the bargaining unit prior to filing a grievance.

Section 8.2 Grievance Defined. The term "grievance" shall mean an allegation by the Union, a bargaining unit employee or the Employer that there has been a violation, breach, misinterpretation, or improper application of this Agreement. It is not intended that the grievance procedure be used to effect changes in the Articles of this Agreement nor those matters not covered by this Agreement.

Section 8.3 Grievance Forms. All grievances must contain the following information to be considered:

- A. Aggrieved employee's name(s) and signature(s), group grievance should be designated as such and indicate the members of the group.
- B. Aggrieved employee's classification.
- C. Date grievance was first discussed and the name of the supervisor with whom the grievance was discussed.
- D. Date grievance was filed in writing.
- E. Date and time grievance occurred.
- F. The location where the grievance occurred.
- G. A description of the incidences or circumstances giving rise to the grievance.
- H. Specific articles and sections of the Agreement violated.
- I. Desired remedy to resolve the grievance.

Section 8.4 Standing. A grievance may be brought by any bargaining unit member covered by this Agreement. Where a group of bargaining unit employees desire to file a grievance involving an incident affecting several employees in the same manner, one employee shall be selected by the group to process the grievance. Each employee who desires to be included in such a grievance shall be required to sign the grievance.

Section 8.5 Time. For purposes of this Article, "days" shall mean calendar days. When computing any applicable time period under this Article, the date of the event, act, or default from

which the designated period of time begins to run shall not be included. Furthermore, if the last calendar day of the time period falls on a Saturday or Sunday, or a legal holiday observed by the Employer, the deadline shall be extended to the next regular business day. All time limits on grievances may be extended upon mutual written consent of the parties.

Section 8.6 Processing and Withdrawal. All grievances must be processed at the proper step to be considered at subsequent steps. Any grievance which is not processed by the grievant within the time limits provided shall be considered resolved based on the City's last answer. Any grievance not answered by the City within the stipulated time limits may be advanced by the employee to the next step in the grievance procedure, except for grievance arbitration which may only be pursued by the Union. Any employee may withdraw a grievance at any point by submitting in writing a statement to that effect, or by permitting the time requirements at any step to lapse without further appeal.

Section 8.7 Procedure. It is the mutual desire of the Employer and the OPBA to provide for prompt adjustment of grievances, with a minimum amount of interruption of the work schedules. Every responsible effort shall be made by the Employer and the OPBA to affect the resolution of grievances at the earliest step possible. In furtherance of this objective, the following procedure shall be followed:

A. Step One - Command Staff. An employee having a grievance will first attempt to resolve it informally with the Deputy Chief, by submitting a written grievance within seven (7) days of the event giving rise to the grievance. He or she shall discuss the grievance with the grievant within seven (7) days after receiving the grievance. A grievance representative may accompany the grievant to grievance meetings should the grievant request their attendance. A grievant shall have the right to submit a grievance without the intervention of the Union. Within seven (7) days after meeting with the grievant, the supervisor shall submit to the grievant a written response to the grievance. If the grievant is not satisfied with the written response he/she may pursue the grievance to Step Two. In the absence of a Deputy Chief, Step One is consolidated under Chief.

B. Step Two – Chief of Police. Should the grievant not be satisfied with the answer in Step One, within seven (7) calendar days after receipt of the Step One response (or seven (7) days after the Step One response was due), the grievant may submit the grievance to Step Two by delivering a fully completed copy of the grievance form, containing the written response at the prior step and any other pertinent documents, to the Chief of Police. The grievant shall also make reasonable efforts to submit at this step any documentation believed to support the grievance. The Chief of Police, or Chief's designee, shall date the form accurately showing the date the Chief's Office received the form. The Chief of Police or designated representative shall, within fourteen (14) days of receipt of the written grievance, schedule and conduct a meeting to discuss the grievance with the grievant and/or Union steward. Within seven (7) days of the meeting at Step Three, the Chief of Police or Chief's designee shall submit their written response to the grievance.

C. Step Three – City Manager. Should the grievant not be satisfied with the answer in

Step Two, within seven (7) days of receipt of the Step Two response (or seven (7) days after the response was due), the grievant may appeal the grievance to Step Three by delivering a copy of the grievance, containing written responses at the prior Steps to the City Manager, or the Manager's designee. The Manager, or designee, shall date the grievance, accurately showing the date their office received the grievance. Within fourteen (14) days of their receipt of the grievance, the City Manager shall schedule and conduct a meeting to discuss the grievance with the grievant. The grievant shall also make reasonable efforts to submit at this step any documentation believed to support the grievance. Within seven (7) days of the meeting, at this Step, the City Manager shall submit to the grievant a written response to the grievance.

Section 8.8 Arbitration. Should a grievant not be satisfied, after receiving the written answer to the grievance at Step Three of the Grievance Procedure, the Union may appeal matters of contract interpretation, or a disciplinary action of termination, demotion or suspension to arbitration. The Union must serve the City Manager with a written notice of intent to arbitrate within fourteen (14) days of the written answer from the City Manager at Step Three. Any grievance not submitted within such time period shall be deemed settled on the basis of the last answer given by the Employer.

The OPBA shall within fourteen (14) days following the notice of intent to arbitrate request a list of nine (9), impartial arbitrators, from the Federal Mediation and Conciliation Service. Upon receipt of the list of arbitrators, the parties shall confer to select an arbitrator within fourteen (14) days from the date the list is received. The parties shall use the alternate strike method from the list of arbitrators submitted to the parties by the FMCS. The parties shall toss a coin to determine which party shall be the first to strike a name from the list, then the other party shall strike a name and alternate in this manner until one name remains on the list. The remaining name shall be designated as the arbitrator to hear the dispute in question. Either party shall have the option to completely reject the list of names provided by the FMCS and request another list. Each party may reject only one list per dispute. All procedures relative to the hearing shall be in accordance with the rules and regulations of the FMCS and this Agreement. The arbitrator shall hold the arbitration hearing promptly and issue a decision within a reasonable time thereafter. The arbitrator's decision shall be limited strictly to the interpretation, application, or enforcement of those specific Articles and Sections of this Agreement which are in question.

The arbitrator shall not have the authority to add to, subtract from, modify, change, or alter any provision of this Agreement, nor add to or subtract from or modify the language therein in arriving at a determination on any issue presented that is proper within the limitations expressed herein. The arbitrator shall be confined to the precise issues submitted for arbitration and shall have no authority to determine any other issues not so submitted or to submit observations or declarations of opinion which are not directly essential in reaching a decision on the issue in question. The arbitrator shall be without authority to recommend any right or relief on an alleged grievance occurring at any time other than the contract period in which such right originated or to make any award based on rights, arising under any previous Agreement or grievance. The arbitrator shall not establish any new or different wage rates not negotiated as part of this Agreement. In the event of

a monetary award, the arbitrator shall limit any retroactive settlement to the date the grievance was presented to the Employer in Step One of the grievance procedure.

The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance, on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction.

If a question of arbitrability exists, the first question to be placed before the arbitrator will be whether the alleged grievance is arbitrable. If the arbitrator determines the grievance is within the purview of arbitrability, the alleged grievance will be heard on its merits before the same arbitrator.

The decision of the arbitrator will be final and binding. The costs of the services, costs of any proofs produced at the direction of the arbitrator, the fee of the arbitrator, and cost of the hearing room, shall be borne by the losing party. The expenses of any non-employee witness shall be borne by the party calling them. The fees of the court reporter shall be paid by the party asking for one; such fees shall be split equally if both parties desire a reporter or request a copy of any transcripts. Any bargaining unit member whose attendance is required as a witness for such hearing shall not lose pay or benefits to the extent such hearing hours are during normally scheduled working hours on the day of the hearing.

Section 8.9 Exclusive Remedy. This grievance procedure shall be the exclusive method of resolving grievances.

**ARTICLE 9
LABOR/MANAGEMENT MEETINGS**

Section 9.1 Meeting. In the interest of sound labor/management relations, either party may request a labor relations meeting up to once per calendar quarter. The meetings will be held at a mutually agreeable date and time.

Section 9.2 Agenda. An agenda will be exchanged at least seven (7) calendar days in advance of the scheduled meetings with a list of matters to be discussed in the meeting and the names of those representatives who will be attending. All matters on the agenda requested to be discussed will be discussed. Neither party is obligated to discuss an item not on the agenda.

The purpose of such meeting shall be to:

- A. Discuss the administration of the Agreement.
- B. Notify the OPBA of changes made by the City which would affect bargaining unit members.
- C. Discuss grievances when such discussions are mutually agreed to by the parties.
- D. Disseminate general information of interest to the parties.
- E. Discuss ways to increase productivity and improve efficiency.
- F. To consider and discuss health and safety matters relating to employees; and

G. Discuss any other items affecting the Labor/Management relationship.

Section 9.3 Attendance. Employees representing the OPBA shall be given sufficient time without loss of pay or benefits to attend such meetings, if held during working hours, provided operational needs do not require the employee's presence at the work site. The Employer shall not be required to pay employees for attending meetings during their nonworking hours.

ARTICLE 10 **DISCIPLINARY PROCEDURES**

Section 10.1 Just Cause. No Employee shall be reduced in pay, demoted, suspended, or discharged except for just cause.

Section 10.2 Discipline. Except in instances where more severe discipline is warranted due to the employee's misconduct, discipline will normally be applied in a corrective, progressive, and uniform manner.

Progressive discipline shall consider the nature of the violation, the employee's record of discipline and the employee's record of performance and conduct, and other relevant considerations.

Discipline may include, but is not limited to the following:

- A. Verbal Reprimand;
- B. Written Reprimand;
- C. Suspension (Paid or Unpaid);
- D. Forfeiture of Paid Leave;
- E. Demotion; and
- F. Termination.

For a serious offense, including but not limited to, for example dishonesty, insubordination, criminal misconduct, excessive force, workplace violence and intoxication, the level of discipline shall be commensurate with the infraction and may be an advanced level of discipline for an offense, up to and including removal. The City Manager or Police Chief may place an employee on paid administrative leave while investigating a disciplinary matter.

Section 10.3 Grievances. The Employer agrees that all disciplinary procedures shall be carried out in private and in a businesslike manner. The affected employee, in disagreement with the action taken by the Employer, may file a grievance in accordance with the grievance procedure contained in this Agreement. The grievance procedure in this Agreement is the employee's exclusive remedy pertaining to disciplinary action.

Section 10.4 Union Representation. Whenever the Employer conducts a meeting with an employee regarding alleged misconduct or a meeting from which disciplinary action is likely to

result, the employee shall have the right to have a Union representative present, if so desired and requested.

Section 10.5 Pre-Disciplinary Conference. Whenever the Employer (or designee) determines that an employee may be disciplined for cause that may warrant a loss of pay (including only suspension, demotion, or termination), a pre-disciplinary conference will be scheduled to give the employee an opportunity to offer an explanation in response to the alleged misconduct. Such conference may be held at a time to be determined by the Employer. The Chief of Police, or designee, shall conduct the Pre-Disciplinary Conference.

- A. Absent agreement, the employee shall be given at least seventy-two (72) hours advanced notice of the pre-disciplinary conference date and time.
- B. At the pre-disciplinary conference, the employee will have the opportunity to:
 - 1. Appear at the hearing and present an oral or written statement;
 - 2. Appear at the hearing and have a representative present an oral or written statement;
 - 3. Have a representative appear at the hearing and present an oral or written statement in place of an employee, who is physically unable to appear for the hearing; or
 - 4. Elect to waive, in writing, the opportunity to have a pre-disciplinary hearing.

The employee shall be responsible to notify the OPBA official.

ARTICLE 11 **PERSONNEL FILES**

Section 11.1 Inspection of Personnel File. Employees shall have access to their individual personnel files for review during normal office business hours, upon reasonable advance notice to the Chief of Police. All such examinations shall be conducted in the presence of the Employer's designated representative.

Section 11.2 Disciplinary Record. Records of disciplinary action will be maintained in an employee's personnel file, but their consideration is limited as follows:

- A. Verbal warnings shall not be considered in future disciplinary proceedings after a period of twelve (12) months from the date of issuance, provided the employee receives no additional disciplinary actions during the twelve (12) month period.
- B. Written reprimands shall not be considered in future disciplinary actions after a period of eighteen (18) months from the date of issuance, provided the employee receives no additional disciplinary actions during the eighteen (18) month period. If an employee receives any intervening disciplinary action during the eighteen (18) month period, a new eighteen (18) month period retention period shall begin on the date of the most recent discipline.

- C. Suspension and demotions shall not be considered in future disciplinary proceedings after a period of thirty-six (36) months from the date of issuance, provided the employee receives no additional disciplinary actions during the thirty-six (36) month period.

ARTICLE 12
SENIORITY

Section 12.1 Definition of Seniority. As used herein, the term “classification seniority” shall be defined as the continuous uninterrupted length of service or employment as a full-time employee in the bargaining unit from the date of last appointment to that position. The term “department seniority” shall be defined as the continuous uninterrupted length of service as a full-time peace officer in the Johnstown Police Department. Service as part-time employee or in another non-law enforcement position for the City shall not be credited as seniority. Employees shall not accrue seniority while on unpaid leaves of absence.

Section 12.2 Application of Seniority. “Seniority” shall accrue to all employees covered by this Agreement in accordance with the provisions of this Article. Classification or Department Seniority, as defined in this Article, will apply wherever employee seniority rights are established in the terms and conditions of the Agreement. The criteria for determining the employee with more seniority among two (2) or more employees hired on the same date shall be on the basis of the date of the employment application leading to hire, or, if the same date, then by their birthday.

Section 12.3. Breaks in Service. The following conditions constitute a break in continuous service for which seniority is lost.

- A. Discharge or removal for just cause;
- B. Retirement;
- C. Layoff for more than eighteen (18) months;
- D. Failure to return to work within fourteen (14) calendar days of a recall from layoff;
- E. Failure to return to work at the expiration of an approved leave of absence;
- F. A resignation or job abandonment;
- G. Absent without leave for more than three (3) working days.

Section 12.4. Seniority List. The Employer shall annually prepare a list setting forth the present seniority dates for all members in the bargaining unit, such list becoming effective on or after the date of execution of this Agreement. This list shall resolve all questions of seniority affecting employees covered under this Agreement. Disputes as to a seniority list shall be resolved through labor-management and must be presented by the Union or the employee within ten (10) calendar days after the seniority list is posted. If such disputes are not resolved through labor-management meetings, the Union may file a grievance. Such grievance must be filed within fourteen (14) calendar days after the seniority list is posted.

ARTICLE 13
SHIFT PREFERENCE

Section 13.1 Shift Preference. Assignments to patrol shifts and days off shall be posted annually no later than December 1, or in the event the schedule is restructured by the City. Assignments shall be posted for a ten (10) day period and shall be made by means of Police Department Seniority. A member who is serving in his or her initial probationary period as of January 1 shall not have an opportunity to compete for shift assignments until the first annual posting procedure after the conclusion of said probationary period. The posting shall include the days off for each shift assignment.

Bidding will be accomplished in person within a ten (10) day posting period, with annual new shift assignments to be effective for a one (1) year period beginning in the first full pay period of January. However, if any member is unavailable to bid in person due to illness, injury, family emergency, and/or prescheduled approved paid leave, the member may bid by proxy pursuant to a method mutually agreed to by the parties. In the event of a restructuring, assignments shall be made as soon as possible after bidding is accomplished.

Interim Bidding. Should a vacancy occur on a shift that the Chief intends to fill during the year, the vacancy will be posted for a seven (7) day period and shall be filled by a member in the same rank by bidding based upon Police Department Seniority. The most senior member who bids on the vacancy shall receive the assignment.

Should no member bid on the vacancy, the Chief of Police may appoint the least senior member of the unit, based upon Police Department Seniority, to fill the vacancy. Any resulting vacancy as a result of the interim bidding shall be bid in the same manner.

ARTICLE 14
PROBATIONARY PERIOD

Section 14.1 Initial Hire Probationary Period. Every newly hired employee will be subject to a probationary period of one (1) year beginning their first date of full time employment in the City Police Department.

Section 14.2 Promotional Probationary Period. An employee promoted or whose classification is changed to Sergeant will be subjected to a probationary period of one-hundred eighty (180) calendar days beginning their first date of full time employment as a Sergeant in the City Police Department.

Section 14.3 Time In Other Classifications. Time spent in any other capacity other than full time employment in the City Police Department shall not count towards the employee's probationary period.

Section 14.4 Extension Due to Absences. A probationary employee who has been absent from work due to illness or injury for more than fifteen (15) workdays (cumulative) during the twelve (12) month probationary period shall have their probationary period automatically extended by the length of their total absences.

Section 14.5 No Appeal. Newly hired probationary employees including employees hired at an advanced step or as a lateral transfer may be terminated anytime during their probationary period and shall have no appeal or grievance over such removal.

ARTICLE 15 VACANCY AND PROMOTIONS

Section 15.1 Vacancies. Whenever the Employer determines that a vacancy exists in the bargaining unit, a notice of such vacancy shall be posted on the Employer's bulletin board for a period of fourteen (14) calendar days. During the posting period, anyone wishing to apply for the vacant position meeting the minimum qualifications of the position as established by the City shall do so by submitting a written application. The Employer shall not be obligated to consider any applications which do not meet the minimum qualifications for the job as described in the posting or submitted outside the posted timelines. Postings shall contain the classification title, rate of pay, a brief summary of job duties, and the minimum qualifications. Filling a vacancy is not a promotion if it is within the same bargaining unit. The Employer in its discretion will fill assignments within the bargaining unit in a reasonable manner and not in an arbitrary and/or capricious manner.

Section 15.2 Promotions. Promotions will be by merit and fitness pursuant to competitive examination in accordance with the City Charter and Code of Personnel Practices and Procedures.

ARTICLE 16 LAYOFF AND RECALL

Section 16.1 Layoff Notice. When the Employer determines a layoff is necessary, at its discretion, affected employees shall be given fourteen (14) calendar days advance written notice of the layoff. The Employer shall determine the classification(s) which will be affected, and the number of employees to be laid off within each affected classification.

Section 16.2 Factors. Once the number of layoffs necessary and the affected classifications have been determined by the Employer, affected employees shall be laid off based upon classification seniority.

Section 16.3 Displacement Rights. An employee who is laid off shall have the right to displace an employee in a lower classification with less department seniority provided the laid off employee is qualified to perform the duties of the lower classification. A bargaining unit member may be

displaced by a full-time peace officer in a higher ranking classification with more department seniority.

Section 16.4 Recall Period. Employees who have been laid off shall retain reinstatement rights to the positions from which they were laid off and be subject to recall by the Employer for a period of eighteen (18) months from the effective date of the layoff (“Recall Period”). It shall be the responsibility of the employee to keep the Employer advised through written notice of a current and accurate mailing address throughout the Recall Period. The Employer shall not hire or promote any employee into an affected classification during the Recall Period where employees have been laid off within such a classification until such time as all affected employees within such classification have either been reinstated or have declined reinstatement. If all eligible employees for a recall have declined reinstatement, or failed to respond within the appropriate time period, the City may hire and promote employees prior to the expiration of the Recall Period.

Section 16.5 Recall Notice. Affected employees shall be notified in writing by the Employer of their recall rights (“Recall Notice”). Affected employees shall have seven (7) calendar days from receipt of the Recall Notice within which to notify the Employer, in writing, of their acceptance or rejection of the offer of reinstatement. Failure by the employee to notify the Employer of their decision within the established fourteen (14) calendar day period shall be considered a rejection of the offer of reinstatement.

Section 16.6 Notices. All written notices required of the Employer or employee herein shall be by personal delivery or by hand delivery, overnight delivery or certified mail to the last known address of the employee on file with the City.

Section 16.7 Exclusive Procedure. It is understood that no provisions of the Civil Service Law or rules shall apply to layoffs and this procedure shall be the exclusive procedure. Nor shall there be an appeal to the City Personnel Board of Review, the State Personnel Review Board, or Court.

**ARTICLE 17
NO STRIKE/NO LOCKOUT**

Section 17.1 No Strike or Stoppage. The Employer and the Union recognize that a work stoppage of any kind would create a clear and present danger to the health and safety of the public, and that this Agreement provides machinery for the orderly resolution of grievances. Therefore, the parties agree that:

- A. During the term of this Agreement, the Union shall not, for any reason, authorize, cause, engage in, sanction, or assist in any sick call-off, work stoppage, strike, sympathy strike, slowdown, or any other concerted activity which would interrupt the operations or services of the Employer during the life of this Agreement.

- B. In addition to any other remedies available to the Employer, any employee, or employees, either individually or collectively, who violate this Article is subject to discipline or discharge by the Employer.
- C. In the event of any violation of this Article, the Union shall promptly do whatever it can to prevent or stop such unauthorized acts, including posting of a written notice notifying employees that such strike activity is not sanctioned by the Union.
- D. Nothing in this Article shall be construed to limit or abridge the Employer's right to seek other available remedies provided by law to deal with any unauthorized or unlawful strikes.

Section 17.2 No Lockout. During the life of this Agreement, the Employer shall not cause, permit, or engage in any lockout of the bargaining unit employees unless those employees shall have violated this Article.

ARTICLE 18 **RULES, REGULATIONS, WORK RULES**

Section 18.1 Written Work Rules. It is understood and agreed that the Employer has the statutory authority to promulgate work rules, policies, procedures, and directives to regulate the conduct of the Employer's business. Whenever possible, such matters will be reduced to writing and made available to all employees.

Section 18.2 Compliance to Rules and Regulations. The OPBA agrees that its members will comply with all Police Department Rules and Regulations, including those relating to conduct and work performance and the City agrees to enforce the rules and regulations in a reasonable and fair manner.

Section 18.3 Daily Work Rules. It is hereby mutually agreed that from time-to-time daily work rules may be discussed between the Union and the Police Chief to insure a harmonious relationship, good working conditions, and efficiency.

Section 18.4 Current Work Rules. The City will maintain, whenever possible all current rules and make those available to employees.

ARTICLE 19 **SUBSTANCE ABUSE TESTING**

Section 19.1 Purpose. It is the City's policy to ensure that its employees are free from the effects of alcohol and/or illegal drugs at all times while on duty. The City's goal is to reduce accidents, injuries and fatalities resulting from drug and alcohol abuse and to ensure that employees are drug free while serving the safety needs of the community.

Section 19.2 Use of Alcohol and Controlled Substances Prohibited. No employee shall report for duty or remain on duty while having an alcohol concentration of 0.02 or greater. No employee

shall report for duty or remain on duty when the employee uses any controlled substance, except when the use is prescribed by a physician who has advised the employee that the substance does not adversely affect the employee's ability to safely perform his or her job duties. The employee shall provide the Chief with the physician's report concerning such prescriptions.

Section 19.3 Employees Tested. All employees may be subjected to drug and or alcohol testing conducted under any of the following conditions:

- 1) **Reasonable suspicion of drug and/or alcohol use.** Whenever the Chief of Police or other supervisor has reasonable suspicion to believe that an employee is under the influence of alcohol or a controlled substance or receives credible information that the employee may be impaired the Chief or supervisor may require such employee to submit urine or other sample for alcohol and/or controlled substances testing. Reasonable suspicion must be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the employee or credible information from a reliable source.
- 2) **Post-accident testing.** As soon as practicable following an accident involving a City vehicle or other equipment, the City shall test each involved employee for alcohol and controlled substances. Any employee who is subject to post-accident testing shall make himself readily available for such testing or shall be deemed to have refused to submit to testing. If the test is not administered within eight (8) hours for alcohol or thirty-two (32) hours for drugs following the accident, the test shall not be administered.
- 3) **Return to duty testing.** The City shall ensure that, before an employee returns to duty after engaging in prohibited alcohol and/or controlled substance conduct, the employee undergoes a return to duty alcohol test with a result indicating an alcohol concentration of less than 0.02 and a verified negative result for controlled substance abuse.
- 4) **Follow-up drug and/or alcohol testing.** Any employee who tests positive for the use of alcohol or controlled substances while on duty may be evaluated by a substance abuse professional. If, following an evaluation, the City directs the employee to undergo substance abuse counseling, such employee shall be subject to unannounced follow-up alcohol and/or controlled substances testing consisting of at least six tests in the first twelve (12) months after the employee's return to duty.
- 5) **Random Testing.** The City may implement random testing for drugs and/or alcohol where the names are randomly generated from an independent source and the test is administered per policy.

Any employee may, of his or her own volition, voluntarily undergo a drug and/or alcohol screening test. Testing done under these circumstances will be treated in the same manner as if the employee had been ordered to undergo screening.

Section 19.4 Testing Requirements. All drug screening test shall be conducted by medical laboratories meeting the standards of and certified by, the national institute of drug abuse, the national institutes of health and/or the department of health and human services. A list of two (2) testing laboratories shall be maintained by the Employer. These laboratories shall conduct any testing directed by the Employer.

The laboratory or collection site chosen by the City shall afford an MRO process whereby employees may respond to a positive result with a valid prescription. If an employee tests positive for the use of alcohol or controlled substances, the City, prior to taking any action, will permit the employee the opportunity to explain, in writing, the tests results. Failure of any employee to establish an adequate legal basis for the use of such drug or controlled substance shall constitute a violation of this policy.

No test shall be considered positive until it has been confirmed by a gas chromatography/ mass spectrometry full scan test or its equivalent or other reliable test. The procedures utilized by the Employer and testing laboratory shall include an evidentiary chain of custody control. All samples collected shall be contained in two (2) separate containers for use in the prescribed testing procedures in accordance with the laboratory's testing procedures. All laboratory procedures shall be outlined in writing and shall be followed in all situations arising under this policy. Copies of the procedures used shall be distributed to employees upon request.

Any employee who is notified of selection for drug or alcohol testing shall be relieved of any job responsibilities as soon as possible and shall proceed to the designated test site immediately. A selected employee shall not make any stops from the time of notification until reaching the designated test site. Failure to proceed immediately to the drug testing site may be considered a refusal to test.

The results of the testing shall be delivered to the Employer and the employee tested. An employee whose confirmatory test results are positive shall have the right to request a certified copy of the testing results in which the vendor shall affirm that the test results were obtained using the approved protocol methods. The employee shall provide a signed release for disclosure of the testing results to the City. Refusal to submit to the testing provided for under this agreement may be grounds for discipline up to and including termination.

Cost of all drug screening tests and confirmatory tests shall be borne by the Employer except that any test initiated at the request of the employee shall be at the employee's expense.

Section 19.5 Refusal To Test. Refusal to submit to the types of drug and alcohol tests employed by the City will be grounds for disciplinary action, up to and including termination. A refusal to test constitutes conduct which would obstruct the proper administration of a test. The following is a list of some, but not all, of the actions an employee may take which will be considered a refusal to test:

- 1) Refusal to sign the form releasing test results to the City;

- 2) A non-medical delay in providing a urine, breath, or saliva specimen;
- 3) Failure to report directly to the testing facility upon notification;
- 4) The use of any product to invalidate the test results.

Section 19.6 Confirmatory Tests.

- a) If a drug screening test is positive, a confirmatory test shall be conducted in the manner prescribed in the laboratory's procedures.
- b) In the event the second test confirms the results of the first test, the Employer may proceed with appropriate discipline.
- c) In the event that the second test contradicts the result of the first test, the Employer, may request a third test in accordance with the procedures prescribed above. The Employer shall pay for the cost of this test. The results of this test, if positive, shall allow the Employer to proceed with discipline as set forth in this article. If the results of the third test are negative, discipline shall not be imposed.

Section 19.7 Confidentiality. Test results will, as a general rule, remain confidential. However, the City may use test result information in connection with City business, for purposes of employment or disciplinary actions and in defense of related litigation. The City may also disclose test results when required by government agencies or in accordance with state and federal law.

ARTICLE 20
HEALTH AND SAFETY

Section 20.1 Safety. Safety must be a prime concern and responsibility of both parties. Therefore, the Employer accepts the responsibility to attempt to provide safe working conditions and working methods for all employees. The members accept the responsibility to attempt to maintain tools, equipment and work areas in a safe and proper manner and accept the responsibility to follow all safety rules and safe working methods of the Employer. All working conditions believed to be unsafe must be reported to the Employer as soon as said unsafe working conditions are known. The Chief will investigate all reports of unsafe working conditions, and will attempt to correct any which are found, and see that the safety rules and safe working methods are followed by all employees.

ARTICLE 21
HOURS OF WORK AND OVERTIME

Section 21.1 Workweek. A member will ordinarily be regularly scheduled to work eight (8) hour, ten (10) hour or twelve (12) hour shifts with at least two (2) regularly scheduled consecutive

days off, in each seven (7) day period. Employees may be assigned to different work hours based on special assignments or operational needs as determined by the Employer.

Section 21.2 Overtime. Nothing in this Article shall be construed as restricting the City’s right to require overtime. The parties acknowledge and agree that bargaining unit members are law enforcement personnel working under the exemption in Section 7k of the Fair Labor Standards Act, and are working under a work period of fourteen (14) consecutive calendar days of eighty (80) hours. Employees shall be compensated at straight-time hourly rates for all hours in paid status, except those employees shall be compensated at a rate of one and one-half (1 1/2) times their regular hourly rate for all hours worked in excess of eighty (80) hours in the fourteen (14) day work period, when approved by the Chief or Chief’s designee. For purpose of this Section, “hours worked” include hours actually worked, and hours on approved paid vacation, personal leave and compensatory time off, but do not include sick leave except time spent on approved sick leave for purposes of FMLA leave or bereavement leave. There shall be no pyramiding of overtime. For purposes of pyramiding, the same overtime hours shall not be counted twice. No employee will be required to flex time off or to take other leave to avoid paying overtime.

Section 21.3 Compensatory Time. Members may accrue and use up to fifty (50) hours of compensatory (“comp”) time per six (6) month period in lieu of paid overtime, upon notification to the Chief or the Chief’s designee. Comp time shall accrue at the rate of one and one-half (1 ½) hours of comp time for each one (1) hour of overtime worked. Any overtime worked which would increase the employee’s comp time above this bank will be paid-out at the appropriate overtime rate.

Compensatory time off shall be granted, upon an employee’s request, where the use of compensatory time does not unduly disrupt the Department’s operations. All employees shall have advance written approval from the Police Chief or his designee before accruing and using compensatory time. The employee must submit a written request on a standardized form and receive approval from the Employer prior to taking compensatory time off.

Compensatory time is not to be used in increments of less than one-half (0.5) hour. Compensatory time accumulated between January 1 and June 30 must be used by June 30 and compensatory time accumulated between January 1 and December 31 must be used by December 31. If compensatory time is not used within the described time frame, the employee will be paid for all outstanding hours. Compensatory time may not be carried forward from one payroll year to the next. Any compensatory time which an employee has accumulated as of the end of any payroll year shall be paid to the employee at the appropriate rate of pay in effect at the end of the payroll year. This payment shall be paid with the wages earned during the first pay of December of that calendar year. Unless otherwise approved by the City Manager.

Any overtime work which would increase the employee’s accumulated compensatory time above this maximum bank shall be paid at the appropriate overtime rate. Compensatory time will not be granted or allotted for employees participating in required or requested continuing education, training or travel.

Upon separation from employment, an employee shall be paid for their accrued but unused compensatory time at his or her current regular hourly rate.

Section 21.4 Court Pay. An employee required to appear in Court, including as a Bailiff, on a matter related to work for the City shall notify their supervisor as soon as possible and will, if possible, call the court or prosecuting attorney prior to leaving for Court to determine if the employee's attendance is necessary. Any employee not on duty who must appear in court as an arresting officer or witness in a criminal or civil case related to the employee's employment with the Employer shall receive a minimum of four (4) hours pay at the appropriate rate of pay, for the minimum or actual hours in attendance, whichever is greater. Appearances which abut an employee's work hours, if less than two (2) hours before the start of their scheduled shift or one (1) hour after their shift, shall be compensated but shall not be subject to the minimum hours set forth above. The employee shall contact the on-duty supervisor upon being released from Court.

Section 21.5 Call In Pay. Any employee ordered to work at a time not contiguous to his or her regularly scheduled shift, shall be paid at a minimum of three (3) hours the employee's appropriate rate of pay for the minimum or actual hours in attendance whichever is greater. Call-in time which abuts an employee's work hours shall be compensated, but not be subjected to the minimum hours set forth above.

Section 21.6 Overtime Distribution. Overtime opportunities shall be offered to employees within the bargaining unit based on departmental seniority, beginning with the most senior qualified employee regardless of rank, provided the employee is capable of performing the required work. If the most senior employee declines, the opportunity shall be offered to the next most senior qualified employee, and so on. The City will maintain an overtime list to determine which officers shall be called into work.

- a) All prescheduled overtime assignments, except court time and grand jury, shall be distributed to the employees pursuant to the overtime list.
- b) New employees shall be added to the bottom of the list. Probationary employees need not be placed on the list, but may be added, at the sole discretion of the Chief. Probationary employees not added to the list shall not be offered overtime except where absolutely necessary.
- c) Mistakes in offering overtime will be corrected by offering the employee who was missed the next available opportunity.
- d) Forced overtime opportunities shall be distributed to employees based upon the effective seniority list beginning with the least senior, qualified employee rotating upwards until the Employer has rotated through all other names on the list.
- e) Emergency Overtime (call offs, injury, etc.) shall be handled at the sole discretion of the Chief of Police or his designee.

The City shall maintain reasonable records of overtime offered and worked. Such records shall be made available to the bargaining member upon request.

ARTICLE 22
WAGES

Section 22.1 Wage Rates. The following rates will be effective the first full pay period after January 1 of each respective year.

Step	Hire	1	2	3
2026	\$33.28	\$34.53	\$35.83	\$37.18
2027	\$35.31	\$36.59	\$37.93	\$39.33
2028	\$37.40	\$38.72	\$40.10	\$41.54

A new bargaining unit member may be hired at an advanced step, up to Step 2, at the discretion of the City Manager.

Section 22.2 Shift Differentials. Employees working outside of first shift will receive an additional \$1.00/hour added to their rate of pay for those hours worked.

Section 22.3 FTO Supplement. Employees assigned by the Chief, or designee, to serve as a FTO for the duration of an entire shift shall receive a \$2.00/hr. wage supplement for each completed shift as an FTO.

Section 22.4 Longevity. Each full-time bargaining unit employee shall receive a lump sum longevity bonus upon the completion of the required years of consecutive full-time employment with the Johnstown Police Department as follows: After five (5) years' service, five hundred dollars (\$500), which amount will be increased by fifty dollars (\$50) for every year of completed service in years six (6) through twenty (20), and by seventy-five dollars (\$75) in years twenty-one (21) through thirty (30).

An employee's eligibility for and calculation of years of service for purposes of longevity shall be based upon the employee's total seniority with the City as defined in the Seniority Article.

ARTICLE 23
HEALTH INSURANCE

Section 23.1 Health and Dental. The Employer shall pay the entire health and dental insurance premiums for 2023. Beginning January 1, 2024, the Employer shall pay ninety-five percent (95%) of the health and dental insurance premiums and the employee shall pay five percent (5%) of the premiums by payroll deduction for 2024. Beginning January 1, 2025, the Employer shall pay ninety percent (90%) of the health and dental insurance premiums and the employee shall pay ten percent (10%) of the premiums.

Section 23.2 Vision. The Employer may provide vision insurance coverage to bargaining unit employees pursuant to the same terms and conditions as other non-bargaining City employees.

Section 23.3 Life Insurance. Beginning January 1, 2027, the City will provide a life insurance policy in the amount of \$75,000.

ARTICLE 24
VACATION LEAVE

Section 24.1 Vacation Accrual. Each member shall be entitled to accrue vacation leave with pay at their straight-time rate each pay period worked according to the following schedule:

Length of Full-Time Employment*	Rate of Accrual
First 3 years	3.08 hours per pay period (80 hours)
4-8 years	4.62 hours per pay period (120 hours)
9-18 years	6.15 hours per pay period (160 hours)
19-23 years	7.69 hours per pay period (200 hours)
24 years or more	9.23 hour per pay period (240 hours)

*The Length of Full-Time Employment is defined as the length of continuous full-time employment with the Johnstown Police Department for vacation accrual purposes only.

First year members shall accrue vacation leave as set forth in this Article and shall be first eligible to use up to forty (40) hours of vacation leave during the second six (6) months of their first year or probationary period.

Bargaining unit members who work less than eighty (80) hours per pay period shall accrue vacation at a ratio equal to the number of hours normally worked compared to the usual eighty (80) work hour pay period.

At the City's sole discretion, a bargaining unit member may be given prior service credit from other City Departments and/or from qualifying sworn law enforcement service for vacation accrual purposes. Any member who has been given such credit previously by City shall keep it.

Section 24.2 Scheduling and Approval. All vacation leave must be scheduled through and authorized by the Police Chief or the Chief's designee. Members may take vacation leave in increments of one (1) hour. If a member desires to take more than two consecutive vacation leave days, the employee shall obtain approval no fewer than 7 days in advance of the desired leave day. The Chief or the Chief's designee may approve vacation considering the staffing needs of the Department.

Section 24.3 Vacation Carry-Over. Upon approval of the Chief of Police, up to one hundred twenty (120) hours of accrued, unused vacation may be carried over to the next calendar year by an employee who accrues vacation at the 0-8 year rate; and up to two-hundred forty (240) for

employees who accrues at the 9 year and over rate. All other vacation leave must be used by December 31st or it will be forfeited.

Section 24.4 Payout on Separation. If a member with at least one (1) year of consecutive full-time service voluntarily terminates employment with the City, the City shall payout the member's earned and accrued, but unused, vacation. In the event of the death of an employee, such vacation shall be paid to the employee's beneficiary or estate.

ARTICLE 25

HOLIDAYS AND PERSONAL LEAVE

Section 25.1 Holidays. All members are eligible for twelve (12) holidays in each calendar year. These holidays are:

1. New Year's Day (January 1st);
2. President's Day (Third Monday in February);
3. Memorial Day (Last Monday in May);
4. Juneteenth (June 19th);
5. Independence Day (July 4th);
6. Labor Day (First Monday in September);
7. Columbus Day (second Monday in October);
8. Veterans Day (November 11th);
9. Thanksgiving Day (Fourth Thursday in November);
10. The Friday After Thanksgiving (Fourth Friday in November);
11. Christmas Eve (December 24th); and
12. Christmas Day (December 25th).

Each member in paid status when the holiday occurs will receive eight hours of Holiday Pay at their regular hourly rate for the holiday, in the pay in which it occurs.

Section 25.2 Pay for Time Worked on a Holiday. In addition to the Holiday Pay under this Article, a member who works a shift that starts on any of the Holidays shall receive time and one half (1 ½) times their regular rate for all hours worked for that shift. If the time worked is overtime pay, the employee will receive two and one half (2 ½) times the employee's regular rate for those hours worked.

Section 25.3 Personal Leave. At the beginning of each calendar year, each member shall be given twenty-four (24) hours of Personal Leave. Personal Leave may not be accumulated nor may it be carried over to the next calendar year and has no cash or pay out value. Personal leave shall be taken in increments of no less than one-half (0.5) hour. No employee may take Personal Leave without prior written approval of the Chief or Chief's designee. The Chief will make such approvals based on the staffing needs of the Department; therefore, such approvals are not automatic. Personal leave will be granted to new employees on the following pro-rated basis: start

date in January- April = twenty-four (24) hours; start date May- August = sixteen (16) hours; start date September – December = eight (8) hours.

ARTICLE 26
SICK LEAVE

Section 26.1 Paid Sick Leave. Employees are eligible for paid sick leave. Sick leave shall accrue at the rate of four and six tenths (4.60) hours per bi-weekly pay period in active pay status, to a maximum accumulation of nine hundred and sixty (960) hours.

Section 26.2 Active Pay Status. For purposes of accruing sick leave hours, “active pay status” is defined as hours actually worked and hours on approved paid leave.

Section 26.3 Compensation. Approved paid sick leave will be paid at the employee’s regular rate of compensation. Sick leave may be taken in one (1) hour increments.

Section 26.4 Use of Sick Leave Days. No employee may utilize sick leave unless such leave has been earned. Sick leave may be utilized for a maximum of up to three (3) consecutive working days off with the approval from the eligible employee’s immediate supervisor. After the third day, sick leave may be utilized only upon the approval of the Chief or Chief’s designee. In any event, sick leave may be utilized for the following reasons:

- A. Illness, injury, or pregnancy-related condition of the employee;
- B. Exposure of an employee to a contagious disease that could be communicated and jeopardize the health of other employees;
- C. Illness, injury, or pregnancy-related condition of a member of the employee’s immediate family where the employee’s presence is reasonably necessary for the health and welfare of the employee or affected family member;
- D. Examination or treatment of the employee or the employee’s immediate family member, including medical, psychological, dental or optical examination by a licensed practitioner, only where the examination could not be scheduled during the employee’s off-duty hours; or
- E. Bereavement leave per this Article.

For purposes of this section, immediate family shall be defined to include an employee’s spouse, children, the parent, or other resident dependents.

Section 26.5 Notification. Employees must notify the Employer not less than two (2) hours prior to their scheduled starting time of the need for sick leave. The employee also must notify the immediate supervisor on each succeeding day of the absence, unless it previously has been reported to the immediate supervisor and the employee has been authorized to report less frequently than daily. The mere fact that an employee has reported an absence does not excuse an absence.

When requesting and/or taking less than one full sick leave day (in minimal increments of one (1) hour), the employee must notify the immediate supervisor of the employee's arrival and/or departure times so that this time off can be accurately deducted from the employee's remaining sick leave time.

Section 26.6 Proof. Before a sick leave is approved, the Chief or the Chief's designee may require such proof of illness, injury or death, or may require the employee to be examined by a health care professional selected and retained by the Employer. In the event the employee is absent for three (3) or more consecutive days, or if the Employer reasonably suspects sick leave abuse, the employee must provide the Chief or the Chief's designee a physician's statement certifying the days off and stating the nature of the illness. In the event the employee fails to submit adequate proof of illness, injury or death upon request, or in the event that upon such proof as is submitted or upon the report of a medical or psychological examination, the Chief of Police finds, in his sole discretion, there is not satisfactory evidence of illness, injury or death sufficient to justify the employee's absence, such leave may be denied and shall be unpaid, subject to an appeal through the grievance procedure of this Agreement.

Section 26.7 Return to Work. The Chief of Police may require an employee who has been absent due to a personal illness or injury, prior to and as a condition of the employee's return to duty, to be examined by a health professional retained by the Employer, to establish that the employee is fit for duty.

Section 26.8 Sick Leave While on Vacation. If an employee becomes injured or ill while on scheduled vacation, and that injury or illness confines the employee to a hospital or a residence, the employee may opt to change vacation time to any unused, accumulated sick leave days. Proper documentation confirming the injury or illness must be submitted to the employee's immediate supervisor before such a change can be made.

Section 26.9 Sick Leave Conversion. Employees with accumulated sick leave in excess of nine hundred and sixty (960) hour as of December 1st each year may receive a payout of the excess on the next payday, at the rate of one half (1/2) hour for each one (1) hour over 960. The excess hours will be eliminated.

Section 26.10 Abuse/Misuse of Sick Leave: Nothing in this Article limits the right of the Employer to investigate suspected sick leave abuse and/or to issue discipline for abuse.

Section 26.11 Sick Leave Conversion at Retirement. An employee, at the time of retirement from active service with the Employer, shall be paid one-half (1/2) of the value of his or her accrued, but unused sick leave. The maximum of such payment, however, shall be four-hundred eighty (480) hours. To qualify for such payment, the employee must be eligible to receive retirement benefits through a state-sponsored retirement plan and actually retire from service. Such payment shall be based on the employee's hourly rate of pay at the time of retirement. Such payment shall be made only once and shall eliminate all sick leave credit accrued by the employee.

Section 26.12 Bereavement Leave. In the event of the death of an employee's current spouse, domestic partner in residency, child or stepchild, the employee shall be eligible to use sick leave for up to seven (7) consecutive calendar days, including the funeral. In the event of the death of the employee's parent, stepparent, or other person serving in place of a parent (in loco parentis), a parent of a current spouse, brother, and sister, grandparent, current spouse's grandparent, and grandchildren, the employee shall be eligible to use sick leave for up to five (5) consecutive calendar days, including the funeral. Sick leave of one (1) day to attend the funeral may be granted in the case of the death of an employee's daughter-in-law, son-in law, brother-in-law, sister-in-law, aunt, uncle, niece, or nephew. Additional funeral leave may be granted at the Chief's discretion.

ARTICLE 27
INJURY LEAVE

Section 27.1 Injury Leave. An employee who sustains an injury in the course of and arising out of the employee's employment with the City, where such injury disables the employee from performing all of their essential job functions, shall be entitled to paid injury leave at his/her regular rate of pay for up to thirty (30) calendar days from the date of injury. The employee shall not be entitled to paid injury leave under this Article if the injury was either purposely self-inflicted or caused by the employee being intoxicated, under the influence of a controlled substance not prescribed by a physician, or under the influence of marijuana, or if the employee refuses or attempts to interfere with a post-accident alcohol or drug test ordered by the Employer consistent with the City policy. After thirty (30) calendar days from the date of injury, the City may extend injury leave, at its discretion, on a case-by-case basis.

Section 27.2 Eligibility. For an employee to qualify for injury pay, the employee must file with the Chief a written statement that includes the following information:

- A. The location of the injury;
- B. The time of the injury;
- C. The names of all known witnesses to the injury;
- D. A description of what caused the injury;
- E. A description of the symptoms of injury and when they first manifested;
- F. Whether the employee sought medical treatment, and if so, by whom.

This report must be provided to the Chief immediately after the injury and on that shift, or if not possible, once the employee knows about or suspects the injury and is capable of reporting it. The employee must thereafter provide the Chief a health provider's statement certifying the nature and extent of employee's injury.

For an employee to qualify for injury pay, the employee also must sign all salary continuation agreements and/or other documents (such as an Ohio BWC Salary Continuation Agreement (C-55) or its equivalent) requested by the Employer to evidence that the Employer is paying salary continuation in lieu of temporary total disability compensation pursuant to Ohio Workers' Compensation Act.

Section 27.3 Light Duty. The City may, in its discretion, require an employee to work light duty during the injury leave as assigned by the City where the light duty is consistent with the employee's medical restrictions.

Section 27.4 Disputes. If it is in dispute whether the absence qualifies for paid injury leave under this Article, the employee may utilize his/her/their accrued, unused paid leaves of absence in the following order - sick leave, holidays, vacation - which shall be reccredited to the employee's leave balances if it is determined the employee was entitled to paid injury leave under this Article for that time period. Any disputes under this Article shall be submitted according to the Grievance Procedure in this Agreement.

ARTICLE 28 MILITARY LEAVE

Section 28.1 Military Leave. The Employer shall comply with applicable State and Federal law concerning military leave. Employees shall present their orders for military leave to shift commander immediately upon receiving such orders.

ARTICLE 29 LEAVES OF ABSENCE

Section 29.1 Upon written request of an Employee, the Employer may grant the Employee a leave of absence without pay in accordance with the following:

- A. The maximum leave without pay shall not exceed six (6) months.
- B. An employee shall submit to the Employer pertinent information relating to the reason for which the leave is requested on a standard form designated by the Employer.
- C. The authorization of a leave is solely a matter of administrative discretion. No leave of absence shall be granted for the purpose of working another job.
- D. Upon completion of a leave of absence, the employee is to be returned to the position formerly occupied or another position at a similar level should the original position be abolished.
- E. If an employee fails to return to work upon the expiration of an authorized leave, that employee shall be considered as having resigned.
- F. An employee on unpaid leave does not earn sick or vacation leave credit, however, time spent on leave shall be considered in determining length of service for purposes where seniority is a factor.

ARTICLE 30
UNIFORMS AND EQUIPMENT

Section 30.1 Uniforms and Equipment. Effective upon execution, employees in uniform assignments shall be provided an annual uniform and equipment allowance credit of nine hundred and fifty dollars (\$950) at a City approved vendor and for approved items. Such credit shall be placed with a vendor(s) selected by the Employer effective January 1 of each year. Replacement of ballistic vests, or the addition of new uniform items and/or equipment, shall be provided by the City and shall not be counted against the credit established in this section.

Section 30.2 Replacement Cost. The City shall pay the replacement cost for uniform items for which the department mandates a change by the specific date.

Section 30.3 Uniform Credit. During the calendar year in which an employee successfully completes his first anniversary date with the City, such employee shall receive in credit, one – twelfth (1/12) of the total annual uniform allowance for each full month remaining in that calendar year.

Section 30.4 Damaged Uniforms. The City shall repair/replace all uniform and equipment items damaged or destroyed in the line of duty at the Employer's expense, in addition to the uniform allowance set forth in this Article, unless the negligence or intentional abuse by the employee caused the damage or loss.

Section 30.5 Personal Property. Where the employee supplies evidence that the employee sustained damage to personal property in the line of duty, without negligence on the part of the employee, the Employer shall reimburse the employee for the necessary cost of repair or replacement of the employee's personal property. The Employer will not be responsible for more than two-hundred dollars (\$200) to repair or replace the item, except for eye glasses which will be reimbursed up to four-hundred (\$400). The employee will present the item to the City for inspection and approval prior to repairing or replacing said items. Such approval shall not be unreasonably denied.

ARTICLE 31
TRAINING

Section 31.1 Mandatory Training. When attendance is permitted by the Employer, an employee may be allowed time off without loss of pay for the purpose of taking work-related educational courses or training at an Employer approved educational institution. Any class or training session approved by the Employer will be paid for by the Employer. Employees will be paid their applicable rate of pay for the time spent in training when scheduled by the Department to attend the training session. Any class or training session required by statute or regulation or necessary for a member to retain or secure certification, or any other class or training session approved by the Employer, shall be considered time worked. Employees who utilize a Department vehicle shall be compensated for the predetermined travel time, as determined by the Chief (or Chief's

designee), from police headquarters to the assigned training location and back. If no police vehicles are available, or the Chief otherwise consents, employees may drive their own vehicles and be compensated as stated above. Additionally, the employee will be eligible to receive mileage reimbursement for use of their personal vehicle and will be eligible for reimbursement of travel expenses pursuant to Departmental Policy and subject to the approval of the Chief (or Chief's designee).

ARTICLE 32
FITNESS FOR DUTY

Section 32.1 Fitness for Duty. When the City reasonably questions whether an employee is fit for duty, the City may require an employee to submit to medical and/or psychological examinations for purposes of determining the employee's physical or mental capability to perform the essential functions of the employee's position. The Police Chief or the Chief's designee shall select one or more licensed practitioners to conduct the examination(s). The City and the employee shall receive the results of any examination.

The City shall pay the cost of the examination(s) in accordance with this Article unless the employee fails to appear for the examination(s), refuses to submit to the examination(s), or refuses to release the results of the examination(s). An employee will be responsible for the costs associated with an unexcused failure to appear at scheduled examination(s) and subject to discipline consistent with this Agreement.

If the employee disagrees with the original determination, the employee may be examined by a physician, or other health or mental health provider(s) as applicable, of the employee's choice at the employee's expense. If the two (2) reports conflict a third opinion shall be rendered by a neutral practitioner chosen by the first two (2) practitioners within fifteen (15) calendar days of the report by the employee's physician. If the practitioners cannot agree, the parties will select a practitioner from an independent occupational health practice to offer the third opinion. The third practitioner's opinion shall be final. The neutral physician's cost shall be borne by both parties equally.

If an employee, after examination, is found to be unable to perform the essential functions of the employee's position, then the employee may utilize accumulated unused sick leave for up to three (3) months, including any available FMLA leave to which the employee is eligible. Once all sick leave (up to three (3) months) and available FMLA leave has been exhausted, the City may place the employee on disability separation.

Section 32.2 Reinstatement from Disability Separation. An employee placed on disability separation, either voluntarily or involuntarily, has the right to reinstatement consistent with the applicable law. Employees requesting to return from disability leave must submit medical and/or psychological certification of the employee's ability to perform the essential functions of the position. The City may require an examination prior to return to work at the City's expense.

ARTICLE 33
WAIVER IN CASE OF EMERGENCY

Section 33.1 Suspension of Agreement in an Emergency. In cases of any emergency declared by the President of the United States, the Governor of the State of Ohio, the City of Johnstown or Federal or State Legislature, such as acts of God, pandemic, or civil disorder, the following conditions of this Agreement may automatically be suspended:

- A. Time limits for the processing of, or the replies on grievances;
- B. Pending leave requests and/or approved leave;
- C. All work rules, agreements and/or practices relating to the assignment of all employees.

Section 33.2 Termination of Emergency. Upon the termination of the emergency, should valid grievances exist, they shall be processed, in accordance with the provisions outlined in the grievance procedure, and shall proceed from the point in the grievance procedure to which they [the grievance(s)] had properly progressed.

ARTICLE 34
MISCELLANEOUS

Section 34.1 Deadly Force. Whenever an employee is directly involved in a deadly force incident as defined in O.R.C. Section 2901.01, the following provision shall apply:

- A. The employee shall receive at least five (5) paid working days administrative leave, during which the Employer may call an employee to perform administrative tasks.
- B. The employee shall continue to receive all benefits from the City.
- C. The time off granted to the employee shall not be deducted from any other benefit of this agreement.
- D. If the employee seeks counseling pursuant to this provision, the City will reimburse the employee any health insurance-related cost of counseling for up to twelve (12) months. The member will seek counseling from in-network providers if possible.

Section 34.2 Outside Employment. Employees may, at the Chief's discretion, obtain private, non-law enforcement, part-time employment, except where alcohol is consumed on-site, subject to the consent of the Chief. The Chief shall be notified in writing prior to any such employment, such employment shall not interfere with the employee's work for the City. This provision shall not be construed to include special duty employment as a police officer.

Section 34.3 Shift Trades. Employees shall be entitled to trade shifts with another qualified employee with approval of the Chief. Employees must request approval for shift trades no less

than three (3) days in advance of the first date which the trade is requested to the Chief or Chief's designee.

The shifts to be traded must both be within the same pay period. Approval of shift trades shall not be unreasonably denied.

Section 34.4 Service Weapon and Badge After Retiring. Employees who retire according to rules of the applicable pension system after having worked for the City of Johnstown for at least ten (10) years, unless otherwise agreed by the Chief of Police, shall be given the option of purchasing their service weapon and badge for one dollar (\$1.00).

**ARTICLE 35
DURATION, NEGOTIATIONS, TOTAL AGREEMENT**

Section 35.1 Duration The provisions of this Agreement, unless otherwise provided for herein, shall become effective January 1, 2026 and shall remain in full force and effect until midnight December 31, 2028.

Section 35.2 Obligation to Negotiate. The Employer and the OPBA acknowledge that during negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining/negotiations and that the understanding and agreements arrived at by the parties after exercise of that right and opportunity are set forth in this Agreement.

Therefore, for the life of this Agreement, The Employer and the OPBA each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, except otherwise allowed by law.

Section 35.3 Total Agreement. This Agreement represents the entire agreement between the Employer and the OPBA and unless specifically and expressly set forth in the express written provisions of this Agreement, all rules, regulations, benefits and practices previously and presently in effect may be modified or discontinued at the sole discretion of the Employer without any such modification or discontinuance being subject to any grievance or appeal procedure herein contained.

**City of Johnstown & OPBA
Police Officers 2026-2028**

In witness whereof, the parties have executed this Agreement between the City of Johnstown and Ohio Patrolmen's Benevolent Association, as of the _____ day of _____, 2026 in Johnstown, Ohio.

For the City:

For the OPBA:

David D. Delande, Acting City Manager

Tiffany Hollis, Mayor

Rusty Smart, Chief of Police

David A. Riepenhoff, Labor Attorney

Yazan S. Ashrawi, Law Director

**MEMORANDUM OF UNDERSTANDING
Special Duty Assignments.**

Section 1. For purposes of this Section, “Special Duty” is defined as when an officer works in uniform and perform tasks such as security and traffic control for other entities who wish to hire uniformed officers at a certain rate of pay. All Special Duty shall be approved by the Chief of Police (or designee) and shall be posted and filled by a roster of all full-time officers of all ranks, who have completed their field training program, who volunteer to be placed on the Special Duty roster. Placement on this roster is completely voluntary. The Chief (or designee), the Chief’s sole discretion, may authorize a probationary officer to work Special Duty.

Section 2. Officers will be assigned Special Duty on a rotating basis, starting with the Officer with the most Department Seniority and ending with the officer who has the least Department Seniority, in an effort to afford Special Duty opportunities as equally as possible among the officers on the roster. An officer is moved from the top of the roster to the bottom when they accept the assignment, whether or not it is worked. An officer is removed from the roster during any period of disciplinary suspension, sick leave or unpaid leave of absence. An officer who fails to complete a Special Duty or find a suitable substitute, will be removed from the roster for a period of 60 calendar days. Once an officer who has been removed from the roster returns, that officer will be placed at the bottom of the roster.

For Special Duty not filled at least 72 hours before the event, the Chief (or designee) may fill the Special Duty on a first-come, first-served basis and/or request other agencies to fill the Special Duty.

In the event the Chief (or designee) determines that police presence is necessary beyond the number of volunteers, the Chief may assign officers to work such event at the appropriate rate of pay from the City.

Effective August 1, 2026, Special Duty rates shall be at least \$60/hr. for an event and \$65/hr. for traffic detail, four (4) hour minimum, paid by the requesting agency to the member directly.



February 27, 2026

By Email

Johnstown City Council

City of Johnstown
599 South Main Street
Johnstown, Ohio 43031

**Re: 2026-2028 Agreement between the City of Johnstown and the Ohio
Patrolmen’s Benevolent Association, SERB No. 2025-MED-09-0991
(Sergeants).**

Dear Honorable City Council,

Please accept the enclosed submission for your review and vote in accordance with Ohio Revised Code Section 4117.10. The City of Johnstown has negotiated the enclosed collective bargaining agreement with the exclusive representative of:

Unit A: Case No: 2022-REP-06-0080
Included: All full-time Sergeants employed in the Johnstown Police Department.

Pursuant to O.R.C. § 4117.10 (B), this submission requires your approval. That section states, in part:

The public employer shall submit a request for funds necessary to implement an agreement and for approval of any other matter requiring the approval of the appropriate legislative body to the legislative body within fourteen days of the date on which the parties finalize the agreement, unless otherwise specified, but if the appropriate legislative body is not in session at the time, then within fourteen days after it convenes. The legislative body must approve or reject the submission as a whole, and the submission is deemed approved if the legislative body fails to act within thirty days after the public employer submits the agreement...



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Please notify the City Manager or our office of Council's vote on this matter. Please do not hesitate to call me if you have any questions.

Sincerely,

David A. Riepenhoff

Encl.

Cc: Acting City Manager Dave Delande
Mayor Tiffany Hollis
Police Chief Rusty Smart
Law Director Yazan Ashrawi



RESOLUTION 2026-16

A RESOLUTION TO APPROVE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF JOHNSTOWN AND THE OHIO PATROLMEN'S BENEVOLENT ASSOCIATION (FULL-TIME SERGEANTS) SERB NO. 2025-MED-09-0991

WHEREAS, in State Employment Relations Board case 2022-REP-06-0080, the Ohio Patrolmen's Benevolent Association, (the "Union"), was certified by the Board as the exclusive bargaining agent for all full-time Sergeants employed in the Johnstown Police Department; and

WHEREAS, in State Employment Relations Board case **2025-MED-09-0991**, City of Johnstown and the Union have negotiated and reached tentative agreement for a collective bargaining agreement to be effective January 1, 2026 – December 31, 2028; and

WHEREAS, the City has been notified that the Union has ratified this collective bargaining agreement; and

WHEREAS, the City Manager has submitted the collective bargaining agreement, attached hereto as **Exhibit A**, to City Council for its approval under Ohio Revised Code Section 4117.10(B); and

WHEREAS, City Council finds it in the best interest of the City to approve the submission;

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

Section 1. Pursuant to Ohio Revised Code Sec. 4117.10, the City of Johnstown Council hereby approves the collective bargaining agreement between the City of Johnstown and the Ohio Patrolmen's Benevolent Association attached hereto as **Exhibit A**;

Section 2. It is found and determined that all formal actions of this City Council, concerning and relating to the recommendation and adoption of this Resolution, were approved in an open meeting of this Council, and that meetings 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/Vote: March 3, 2026

By: _____

Mayor Tiffany Hollis

ATTEST TO:

APPROVED AS TO FORM:

Teresa Monroe, Clerk of Council

Yazan Ashrawi, Law Director

COLLECTIVE BARGAINING AGREEMENT BETWEEN

THE

CITY OF JOHNSTOWN

AND THE

**OHIO PATROL BENEVOLENT ASSOCIATION (OPBA)
(Sergeants)**

Effective January 1, 2026 through December 31, 2028

SERB NO. 2025-MED-09-0991

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ARTICLE 1
PREAMBLE/PURPOSE

Section 1.1 Parties & Purpose. This Agreement is entered into by and between the City of Johnstown hereinafter referred to as the "Employer" or "City" and the Ohio Patrolmen's Benevolent Association, hereinafter referred to as the "OPBA" or "Union" to establish certain wages, hours, terms, working conditions and conditions of employment of the employees in the bargaining unit defined herein.

Section 1.2 Conformity to Law and Amendment. The parties intend this Agreement to supersede and replace any state and local laws on the subjects referenced, addressed, or covered by this Agreement. If, by operation of law, or by a court of competent jurisdiction, it is found that any provision shall be of no further force and effect, the remainder of the Agreement shall remain in full force and effect for the Agreement term.

The parties agree that should any provision of this Agreement be found to be invalid, they will attempt, upon written request from either party, to discuss replacement language on the same matter within thirty (30) days.

Amendments and modifications of this Agreement may only be made by mutual written Agreement of the parties to this Agreement, subject to ratification by the Union and City.

Section 1.4 Headings. It is understood and agreed that the use of headings before articles or sections is for convenience only and that no heading shall be used in the interpretation of said article or section or affect any interpretation of any article or section.

Section 1.5 Gender and Plural. Whenever the context so requires the use of words herein in the singular shall be construed to include the plural and words in the plural, the singular and words whether in the masculine, feminine or neutral gender shall be construed to include all of said genders. By the use of either the masculine or feminine genders it is understood that said use is for convenience purposes only and is not to be interpreted to be discriminatory by reason of sex.

ARTICLE 2
OPBA RECOGNITION

Section 2.1 Bargaining Unit Recognition. The Employer hereby recognizes the Union as the sole and exclusive bargaining agent for all full-time employees that have been certified by the State Employment Relations Board in:

Unit A: Case No: 2022-REP-06-0080

Included: All full-time Sergeants employed in the Johnstown Police Department.

Excluded: All others.

Section 2.2 Bargaining Unit Exclusions. All positions and classifications not specifically established herein as being included in the bargaining unit shall be excluded from the bargaining unit.

ARTICLE 3
OPBA DUES DEDUCTION

Section 3.1 Dues Deduction. The amount of dues to be deducted shall be established by the OPBA. At least thirty (30) calendar days advance notice must be given to the City Auditor's Office for deductions to start or changes to take place. The Employer agrees to deduct regular OPBA membership dues once each month from the pay of a bargaining unit member, upon receiving the member's written authorization for the dues deductions. Upon receipt of the written, signed authorization, the Employer will deduct OPBA dues from the member's payroll check for the next pay period. Upon written, signed revocation of the dues deduction authorization from the employee, the City shall no longer be obligated to make any dues deduction.

Section 3.2 Transmission of Dues Collected. All dues collected under this article shall be paid by the Employer to the person designated in writing by the Union.

Section 3.3 Withdrawal of Dues Deduction. A member may withdraw authorization for dues deduction by directing a request to the Employer and the OPBA. Dues deductions shall cease upon the happening of any of the following events:

- A. Resignation or discharge of the employee.
- B. Transfer or promotion of the employee to outside of the bargaining unit.
- C. Layoff or furlough from work.
- D. An unpaid leave of absence.
- E. The employee submits a written, signed revocation.
- F. At any time when dues are otherwise due, fail to receive sufficient wages to make all legally required deductions in addition to the deduction of the Union dues.
- G. When an employee is no longer a member of the Union.

Section 3.4 Indemnification. The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article. The OPBA hereby agrees that they will indemnify and hold the Employer harmless from any claims, actions or proceedings arising from deductions made by the Employer pursuant to this Article. Once the funds are remitted to the OPBA, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union. In the event an employee(s) files a cause of action against the City regarding the deduction of dues pursuant to this Article, the deductions of those employee(s) shall cease immediately until the dispute is resolved.

Section 3.5 Corrections. The parties agree that neither the employees nor the OPBA shall have a claim against the Employer for errors in the processing of deductions unless a claim of error is made to the Employer in writing within thirty (30) calendar days after the date such an error is claimed to have occurred, and the Employer fails to correct the error within thirty (30) calendar days of being notified.

ARTICLE 4
OPBA BUSINESS

Section 4.1 Representatives. The Employer shall recognize one (1) bargaining unit member from the bargaining unit to act as the Union's Grievance Representative for the purpose of processing grievances in accordance with the Grievance Procedure. Employees seeking Union representation must get a representative from their own unit. The OPBA shall provide to the Employer an official roster of the Grievance Representative and one alternate, which is to be kept current. No employee shall be recognized by the Employer as an OPBA Grievance Representative or alternate until the OPBA has presented the Employer with written certification of that person's selection.

Section 4.2 Release Time. An OPBA Grievance Representative shall, where possible, investigate grievances and schedule meetings off-duty, but if not possible will be permitted time off with regular pay to be present at grievance or disciplinary hearings and/or to investigate grievances, subject to the operational needs of the Employer. In no event shall an OPBA Grievance Representative receive overtime or call-in payment to conduct grievances or OPBA business. Permission to investigate and/or process a grievance or attend a disciplinary hearing on-duty shall be requested. Office equipment may be reasonably used to investigate and process grievances.

Section 4.3 OPBA Roster. The OPBA shall inform the Employer of the names of the current Grievance Representative and alternates no more than seven (7) calendar days after any changes.

Section 4.4 OPBA Employee Access. OPBA Staff Representative(s) shall be admitted to the Employer's facilities during the Employer's normal office business hours for the purpose of processing grievances or attending meetings as permitted herein, providing reasonable advance notice is given and the approval of the Employer. Upon arrival, the OPBA Staff Representative shall contact the Employer or the Employer's designated representative who shall facilitate any necessary contact between the representative and an on-duty bargaining unit employee, provided that arrangement of the contact is not disruptive of the employee's job responsibilities.

Section 4.5 Negotiations Committee. The OPBA negotiating Committee shall consist of no more than two (2) employees from the bargaining unit.

Section 4.6 Ballot Box. The OPBA shall be permitted, upon prior written notification to and approval of the Chief, to place a ballot box for a period not to exceed twenty-four (24) hours at the Police Department for the purpose of collecting members' ballots on all OPBA issues subject to ballot. Any ballot box shall not be placed in public view.

Section 4.7 Bargaining Unit Meetings. The OPBA shall be permitted, upon prior notification to and approval by the City Manager, to hold meetings for members within the City Administration Building. It is intended that normal City operations or pre-scheduled meetings or meeting-room reservations shall not be disrupted by the use of this provision.

ARTICLE 5
BULLETIN BOARDS

Section 5.1. Bulletin Board. The OPBA shall be permitted to maintain space on a bulletin board at the Police Department. The bulletin board will be reasonably accessible to all members at a mutually agreeable location. The Employer agrees to provide space for a bulletin board in agreed upon areas of each facility for use by the OPBA. Where bulletin boards are already available, the Employer may permit the OPBA use of said bulletin boards. However, the Employer shall not be obligated to purchase bulletin boards for the OPBA use.

Section 5.2. Posted Material. All OPBA notices which appear on the bulletin boards shall be signed. OPBA notices relating to the following matters may be posted without the necessity of receiving the Employer's prior approval:

- A. OPBA recreational and social affairs;
- B. Notice of Union meetings;
- C. OPBA appointments;
- D. Notice of OPBA elections;
- E. Results of OPBA elections;
- F. Reports of non-political standing committees and independent non-political arms of the OPBA; and
- G. Non-political publications, rulings, or policies of the OPBA.

All other notices of any kind not covered in A through G above must receive prior approval of the Employer or designated representative. It is also understood that no material may be posted on the bulletin boards at any time which contain the following:

- A. Personal attacks upon any person or organization;
- B. Scandalous, scurrilous, or derogatory attacks upon the City administration or officials;
- C. Attacks on any employee organization, regardless of whether the organization has local membership; and,
- D. Attacks on and/or unfavorable comments regarding a candidate for public office, or for office in any employee organization.

Section 5.3. Removal of Material. The Employer may immediately remove any material posted in violation of this article.

ARTICLE 6
MANAGEMENT RIGHTS

Section 6.1 General. Except to the extent modified by the provisions of this Agreement, the Employer reserves and retains solely and exclusively all legal rights to manage the operations of the Police Department of the City of Johnstown. The rights of the Employer shall include, but shall not be limited to, the rights to establish, change or abolish policies, practices, rules, or procedures for the conduct of the Police Department, its employees and its service to the citizens of the City, consistent with the provisions of this Agreement.

Section 6.2 Management Rights. The Employer's exclusive rights shall include, but shall not be limited to the following, except as expressly limited by the terms and conditions set forth in this Agreement:

- A. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policies such as the functions and programs of the office, standards of services, its overall budget, utilization of technology, and organizational structure;
- B. To manage and direct its employees, including the right to select, hire, promote, transfer, assign, supervise, evaluate, retain, layoff and recall;
- C. Maintain and improve the efficiency and effectiveness of governmental operations;
- D. Determine the overall methods, process, means or personnel by which operations are to be conducted including the right to manage and determine the location, type, and number of physical facilities, equipment, programs, and the work to be performed;
- E. Suspend, discipline, demote or discharge for just cause, or schedule, or retain employees, and to layoff employees from duty due to the lack of work or lack of funds, reorganization, or abolishment of positions;
- F. To determine the size, composition and adequacy of the work force, to establish, alter and change work schedules, to establish, modify, consolidate and to determine staffing patterns, including, but not limited to the assignment of employees, qualifications required and areas worked;
- G. Determine the overall mission of the office as a unit of government;
- H. Effectively manage the work force;
- I. Take actions to carry out the mission of the Office as a governmental unit;
- J. The right to select and determine the number and types of employees required, including the right to select, hire, promote, transfer, evaluate, and to assign such work to such employees in accordance with the requirements determined by the Employer;
- K. The right to establish work schedules and assignments and to determine the necessity for overtime and the amount and assignments required thereof;
- L. To promulgate and enforce employment rules and regulations as related to job performance and to otherwise exercise the prerogatives of management;
- M. The right to maintain the security of records and other pertinent information;
- N. The right to determine and implement necessary actions in emergency situations;

- O. The right to determine when a job vacancy exists, the duties and qualifications to be included in all job classifications, and the standards of quality and performance to be maintained; and
- P. The right to determine the Police Department goals, objectives, programs and services, and to utilize personnel in a manner designed to effectively meet these purposes.

Section 6.3 Reserved Rights The Union recognizes and accepts that all rights and responsibilities of the Employer not specifically modified by this Agreement or ensuing Agreements shall remain the rights and responsibilities of the Employer.

The Employer retains and reserves all rights, power, authority, duty and responsibility confirmed or invested in it by the laws and constitution of the State of Ohio and/or the United States of America. The exercise of any such right, power, authority, duty or responsibility by the Employer and the adoption of such rules, regulations, policies as it may deem necessary, and as they apply to employees represented by the Union, shall be limited only by the terms of this Agreement.

Section 6.4 Residual Rights In addition, the Union agrees that all of the functions, rights, powers, responsibilities, and authority of the Employer with regard to the operation of its work and business and the direction of its work force which the Employer has not specifically abridged, deleted, granted, or modified by the express and specific written provisions of this Agreement are, and shall remain, exclusively those of the Employer.

ARTICLE 7 **EMPLOYEE RIGHTS**

Section 7.1 General. An employee has the right to the to the presence and advice of an OPBA representative and/or an attorney at all disciplinary hearings and/or interrogations, where the employee reasonably expects that discipline may follow. Such right shall not be exercised for the purposes of creating delay. All representation by employee representatives shall take place on employee's time off. This Section does not limit Article 4, Section 4.2.

Section 7.2 Questioning or Interviewing. Questioning or interviewing an employee shall be conducted at reasonable times giving due consideration to the urgency of the matter under investigation, allowing for rest periods and attendance to physical necessities. In addition, either party may record such interview if he/she has a personal recording device available so as not to delay the investigation. If the employee is recording the interview with a personal recording device, the employee shall notify the interviewer prior to the start of the interview. The Employer may have a transcript of such recording at the Employer's expense. The Employer may require an employee to submit to a polygraph or CVSA, but the results will not be the only evidence relied upon to support the discipline.

Section 7.03 Notification of Investigation. An employee will be informed of the nature of any investigation of himself prior to any questioning.

Section 7.04 Conclusion and Investigatory Documents. Upon completion of the investigation, the Employer will notify the employee under investigation of the results and provide the employee with copies of all documents retained by the Employer, except as provided by law. Any time a document is placed in an employee's personnel file, a copy of the document will be automatically provided to the employee.

ARTICLE 8 **GRIEVANCE PROCEDURE**

Section 8.1 Purpose. Grievances shall be submitted in accordance with this Article. The Union agrees that the filing of frivolous grievances can be disruptive to good labor-management relations and therefore agrees that it will attempt to discuss the validity of the grievance with the grievant prior to filing to determine if the grievance has merit. Furthermore, the grievant will first attempt to resolve the matter informally with the employee's supervisor outside of the bargaining unit prior to filing a grievance.

Section 8.2 Grievance Defined. The term "grievance" shall mean an allegation by the Union, a bargaining unit employee or the Employer that there has been a violation, breach, misinterpretation, or improper application of this Agreement. It is not intended that the grievance procedure be used to effect changes in the Articles of this Agreement nor those matters not covered by this Agreement.

Section 8.3 Grievance Forms. All grievances must contain the following information to be considered:

- A. Aggrieved employee's name(s) and signature(s), group grievance should be designated as such and indicate the members of the group.
- B. Aggrieved employee's classification.
- C. Date grievance was first discussed and the name of the supervisor with whom the grievance was discussed.
- D. Date grievance was filed in writing.
- E. Date and time grievance occurred.
- F. The location where the grievance occurred.
- G. A description of the incidences or circumstances giving rise to the grievance.
- H. Specific articles and sections of the Agreement violated.
- I. Desired remedy to resolve the grievance.

Section 8.4 Standing. A grievance may be brought by any bargaining unit member covered by this Agreement. Where a group of bargaining unit employees desire to file a grievance involving an incident affecting several employees in the same manner, one employee shall be selected by the group to process the grievance. Each employee who desires to be included in such a grievance shall be required to sign the grievance.

Section 8.5 Time. For purposes of this Article, “days” shall mean calendar days. When computing any applicable time period under this Article, the date of the event, act, or default from which the designated period of time begins to run shall not be included. Furthermore, if the last calendar day of the time period falls on a Saturday or Sunday, or a legal holiday observed by the Employer, the deadline shall be extended to the next regular business day. All time limits on grievances may be extended upon mutual written consent of the parties.

Section 8.6 Processing and Withdrawal. All grievances must be processed at the proper step to be considered at subsequent steps. Any grievance which is not processed by the grievant within the time limits provided shall be considered resolved based on the City’s last answer. Any grievance not answered by the City within the stipulated time limits may be advanced by the employee to the next step in the grievance procedure, except for grievance arbitration which may only be pursued by the Union. Any employee may withdraw a grievance at any point by submitting in writing a statement to that effect, or by permitting the time requirements at any step to lapse without further appeal.

Section 8.7 Procedure. It is the mutual desire of the Employer and the OPBA to provide for prompt adjustment of grievances, with a minimum amount of interruption of the work schedules. Every responsible effort shall be made by the Employer and the OPBA to affect the resolution of grievances at the earliest step possible. In furtherance of this objective, the following procedure shall be followed:

A. Step One - Command Staff. An employee having a grievance will first attempt to resolve it informally with the Deputy Chief, by submitting a written grievance within seven (7) days of the event giving rise to the grievance. He or she shall discuss the grievance with the grievant within seven (7) days after receiving the grievance. A grievance representative may accompany the grievant to grievance meetings should the grievant request their attendance. A grievant shall have the right to submit a grievance without the intervention of the Union. Within seven (7) days after meeting with the grievant, the supervisor shall submit to the grievant a written response to the grievance. If the grievant is not satisfied with the written response he/she may pursue the grievance to Step Two. In the absence of a Deputy Chief, Step One is consolidated under Chief.

B. Step Two – Chief of Police. Should the grievant not be satisfied with the answer in Step One, within seven (7) calendar days after receipt of the Step One response (or seven (7) days after the Step One response was due), the grievant may submit the grievance to Step Two by delivering a fully completed copy of the grievance form, containing the written response at the prior step and any other pertinent documents, to the Chief of Police. The grievant shall also make reasonable efforts to submit at this step any documentation believed to support the grievance. The Chief of Police, or Chief’s designee, shall date the form accurately showing the date the Chief’s Office received the form. The Chief of Police or designated representative shall, within fourteen (14) days of receipt of the written grievance, schedule and conduct a meeting to discuss the grievance with the grievant and/or Union steward. Within seven (7) days of the meeting at Step Three, the Chief of Police or Chief’s designee shall submit their written response to the grievance.

C. Step Three – City Manager. Should the grievant not be satisfied with the answer in Step Two, within seven (7) days of receipt of the Step Two response (or seven (7) days after the response was due), the grievant may appeal the grievance to Step Three by delivering a copy of the grievance, containing written responses at the prior Steps to the City Manager, or the Manager’s designee. The Manager, or designee, shall date the grievance, accurately showing the date their office received the grievance. Within fourteen (14) days of their receipt of the grievance, the City Manager shall schedule and conduct a meeting to discuss the grievance with the grievant. The grievant shall also make reasonable efforts to submit at this step any documentation believed to support the grievance. Within seven (7) days of the meeting, at this Step, the City Manager shall submit to the grievant a written response to the grievance.

Section 8.8 Arbitration. Should a grievant not be satisfied, after receiving the written answer to the grievance at Step Three of the Grievance Procedure, the Union may appeal matters of contract interpretation, or a disciplinary action of termination, demotion or suspension to arbitration. The Union must serve the City Manager with a written notice of intent to arbitrate within fourteen (14) days of the written answer from the City Manager at Step Three. Any grievance not submitted within such time period shall be deemed settled on the basis of the last answer given by the Employer.

The OPBA shall within fourteen (14) days following the notice of intent to arbitrate request a list of nine (9), impartial arbitrators, from the Federal Mediation and Conciliation Service. Upon receipt of the list of arbitrators, the parties shall confer to select an arbitrator within fourteen (14) days from the date the list is received. The parties shall use the alternate strike method from the list of arbitrators submitted to the parties by the FMCS. The parties shall toss a coin to determine which party shall be the first to strike a name from the list, then the other party shall strike a name and alternate in this manner until one name remains on the list. The remaining name shall be designated as the arbitrator to hear the dispute in question. Either party shall have the option to completely reject the list of names provided by the FMCS and request another list. Each party may reject only one list per dispute. All procedures relative to the hearing shall be in accordance with the rules and regulations of the FMCS and this Agreement. The arbitrator shall hold the arbitration hearing promptly and issue a decision within a reasonable time thereafter. The arbitrator’s decision shall be limited strictly to the interpretation, application, or enforcement of those specific Articles and Sections of this Agreement which are in question.

The arbitrator shall not have the authority to add to, subtract from, modify, change, or alter any provision of this Agreement, nor add to or subtract from or modify the language therein in arriving at a determination on any issue presented that is proper within the limitations expressed herein. The arbitrator shall be confined to the precise issues submitted for arbitration and shall have no authority to determine any other issues not so submitted or to submit observations or declarations of opinion which are not directly essential in reaching a decision on the issue in question. The arbitrator shall be without authority to recommend any right or relief on an alleged grievance occurring at any time other than the contract period in which such right originated or to make any award based on rights, arising under any previous Agreement or grievance. The arbitrator shall not

establish any new or different wage rates not negotiated as part of this Agreement. In the event of a monetary award, the arbitrator shall limit any retroactive settlement to the date the grievance was presented to the Employer in Step One of the grievance procedure.

The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance, on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction.

If a question of arbitrability exists, the first question to be placed before the arbitrator will be whether the alleged grievance is arbitrable. If the arbitrator determines the grievance is within the purview of arbitrability, the alleged grievance will be heard on its merits before the same arbitrator.

The decision of the arbitrator will be final and binding. The costs of the services, costs of any proofs produced at the direction of the arbitrator, the fee of the arbitrator, and cost of the hearing room, shall be borne by the losing party. The expenses of any non-employee witness shall be borne by the party calling them. The fees of the court reporter shall be paid by the party asking for one; such fees shall be split equally if both parties desire a reporter or request a copy of any transcripts. Any bargaining unit member whose attendance is required as a witness for such hearing shall not lose pay or benefits to the extent such hearing hours are during normally scheduled working hours on the day of the hearing.

Section 8.9 Exclusive Remedy. This grievance procedure shall be the exclusive method of resolving grievances.

ARTICLE 9 **LABOR/MANAGEMENT MEETINGS**

Section 9.1 Meeting. In the interest of sound labor/management relations, either party may request a labor relations meeting up to once per calendar quarter. The meetings will be held at a mutually agreeable date and time.

Section 9.2 Agenda. An agenda will be exchanged at least seven (7) calendar days in advance of the scheduled meetings with a list of matters to be discussed in the meeting and the names of those representatives who will be attending. All matters on the agenda requested to be discussed will be discussed. Neither party is obligated to discuss an item not on the agenda.

The purpose of such meeting shall be to:

- A. Discuss the administration of the Agreement.
- B. Notify the OPBA of changes made by the City which would affect bargaining unit members.
- C. Discuss grievances when such discussions are mutually agreed to by the parties.
- D. Disseminate general information of interest to the parties.
- E. Discuss ways to increase productivity and improve efficiency.

- F. To consider and discuss health and safety matters relating to employees; and
- G. Discuss any other items affecting the Labor/Management relationship.

Section 9.3 Attendance. Employees representing the OPBA shall be given sufficient time without loss of pay or benefits to attend such meetings, if held during working hours, provided operational needs do not require the employee's presence at the work site. The Employer shall not be required to pay employees for attending meetings during their nonworking hours.

ARTICLE 10 **DISCIPLINARY PROCEDURES**

Section 10.1 Just Cause. No Employee shall be reduced in pay, demoted, suspended, or discharged except for just cause.

Section 10.2 Discipline. Except in instances where more severe discipline is warranted due to the employee's misconduct, discipline will normally be applied in a corrective, progressive, and uniform manner.

Progressive discipline shall consider the nature of the violation, the employee's record of discipline and the employee's record of performance and conduct, and other relevant considerations.

Discipline may include, but is not limited to the following:

- A. Verbal Reprimand;
- B. Written Reprimand;
- C. Suspension (Paid or Unpaid);
- D. Forfeiture of Paid Leave;
- E. Demotion; and
- F. Termination.

For a serious offense, including but not limited to, for example dishonesty, insubordination, criminal misconduct, excessive force, workplace violence and intoxication, the level of discipline shall be commensurate with the infraction and may be an advanced level of discipline for an offense, up to and including removal. The City Manager or Police Chief may place an employee on paid administrative leave while investigating a disciplinary matter.

Section 10.3 Grievances. The Employer agrees that all disciplinary procedures shall be carried out in private and in a businesslike manner. The affected employee, in disagreement with the action taken by the Employer, may file a grievance in accordance with the grievance procedure contained in this Agreement. The grievance procedure in this Agreement is the employee's exclusive remedy pertaining to disciplinary action.

Section 10.4 Union Representation. Whenever the Employer conducts a meeting with an employee regarding alleged misconduct or a meeting from which disciplinary action is likely to

result, the employee shall have the right to have a Union representative present, if so desired and requested.

Section 10.5 Pre-Disciplinary Conference. Whenever the Employer (or designee) determines that an employee may be disciplined for cause that may warrant a loss of pay (including only suspension, demotion, or termination), a pre-disciplinary conference will be scheduled to give the employee an opportunity to offer an explanation in response to the alleged misconduct. Such conference may be held at a time to be determined by the Employer. The Chief of Police, or designee, shall conduct the Pre-Disciplinary Conference.

- A. Absent agreement, the employee shall be given at least seventy-two (72) hours advanced notice of the pre-disciplinary conference date and time.
- B. At the pre-disciplinary conference, the employee will have the opportunity to:
 - 1. Appear at the hearing and present an oral or written statement;
 - 2. Appear at the hearing and have a representative present an oral or written statement;
 - 3. Have a representative appear at the hearing and present an oral or written statement in place of an employee, who is physically unable to appear for the hearing; or
 - 4. Elect to waive, in writing, the opportunity to have a pre-disciplinary hearing.

The employee shall be responsible to notify the OPBA official.

ARTICLE 11 **PERSONNEL FILES**

Section 11.1 Inspection of Personnel File. Employees shall have access to their individual personnel files for review during normal office business hours, upon reasonable advance notice to the Chief of Police. All such examinations shall be conducted in the presence of the Employer's designated representative.

Section 11.2 Disciplinary Record. Records of disciplinary action will be maintained in an employee's personnel file, but their consideration is limited as follows:

- A. Verbal warnings shall not be considered in future disciplinary proceedings after a period of twelve (12) months from the date of issuance, provided the employee receives no additional disciplinary actions during the twelve (12) month period.
- B. Written reprimands shall not be considered in future disciplinary actions after a period of eighteen (18) months from the date of issuance, provided the employee receives no additional disciplinary actions during the eighteen (18) month period. If an employee receives any intervening disciplinary action during the eighteen (18) month period, a new eighteen (18) month period retention period shall begin on the date of the most recent discipline.

- C. Suspension and demotions shall not be considered in future disciplinary proceedings after a period of thirty-six (36) months from the date of issuance, provided the employee receives no additional disciplinary actions during the thirty-six (36) month period.

ARTICLE 12 **SENIORITY**

Section 12.1 Definition of Seniority. As used herein, the term “classification seniority” shall be defined as the continuous uninterrupted length of service or employment as a full-time employee in the bargaining unit from the date of last appointment to that position. The term “department seniority” shall be defined as the continuous uninterrupted length of service as a full-time peace officer in the Johnstown Police Department. Service as part-time employee or in another non-law enforcement position for the City shall not be credited as seniority. Employees shall not accrue seniority while on unpaid leaves of absence.

Section 12.2 Application of Seniority. “Seniority” shall accrue to all employees covered by this Agreement in accordance with the provisions of this Article. Classification or Department Seniority, as defined in this Article, will apply wherever employee seniority rights are established in the terms and conditions of the Agreement. The criteria for determining the employee with more seniority among two (2) or more employees hired on the same date shall be on the basis of the date of the employment application leading to hire, or, if the same date, then by their birthday.

Section 12.3. Breaks in Service. The following conditions constitute a break in continuous service for which seniority is lost.

- A. Discharge or removal for just cause;
- B. Retirement;
- C. Layoff for more than eighteen (18) months;
- D. Failure to return to work within fourteen (14) calendar days of a recall from layoff;
- E. Failure to return to work at the expiration of an approved leave of absence;
- F. A resignation or job abandonment;
- G. Absent without leave for more than three (3) working days.

Section 12.4. Seniority List. The Employer shall annually prepare a list setting forth the present seniority dates for all members in the bargaining unit, such list becoming effective on or after the date of execution of this Agreement. This list shall resolve all questions of seniority affecting employees covered under this Agreement. Disputes as to a seniority list shall be resolved through labor-management and must be presented by the Union or the employee within ten (10) calendar days after the seniority list is posted. If such disputes are not resolved through labor-management meetings, the Union may file a grievance. Such grievance must be filed within fourteen (14) calendar days after the seniority list is posted.

ARTICLE 13
SHIFT PREFERENCE

Section 13.1 Shift Preference. Assignments to patrol shifts and days off shall be posted annually no later than December 1, or in the event the schedule is restructured by the City. Assignments shall be posted for a ten (10) day period and shall be made by means of Police Department Seniority. A member who is serving in his or her initial probationary period as of January 1 shall not have an opportunity to compete for shift assignments until the first annual posting procedure after the conclusion of said probationary period. The posting shall include the days off for each shift assignment.

Bidding will be accomplished in person within a ten (10) day posting period, with annual new shift assignments to be effective for a one (1) year period beginning in the first full pay period of January. However, if any member is unavailable to bid in person due to illness, injury, family emergency, and/or prescheduled approved paid leave, the member may bid by proxy pursuant to a method mutually agreed to by the parties. In the event of a restructuring, assignments shall be made as soon as possible after bidding is accomplished.

Interim Bidding. Should a vacancy occur on a shift that the Chief intends to fill during the year, the vacancy will be posted for a seven (7) day period and shall be filled by a member in the same rank by bidding based upon Police Department Seniority. The most senior member who bids on the vacancy shall receive the assignment.

Should no member bid on the vacancy, the Chief of Police may appoint the least senior member of the unit, based upon Police Department Seniority, to fill the vacancy. Any resulting vacancy as a result of the interim bidding shall be bid in the same manner.

ARTICLE 14
PROBATIONARY PERIOD

Section 14.1 Initial Hire Probationary Period. Every newly hired employee will be subject to a probationary period of one (1) year beginning their first date of full time employment in the City Police Department.

Section 14.2 Promotional Probationary Period. An employee promoted or whose classification is changed to Sergeant will be subjected to a probationary period of one-hundred eighty (180) calendar days beginning their first date of full time employment as a Sergeant in the City Police Department.

Section 14.3 Time In Other Classifications. Time spent in any other capacity other than full time employment in the City Police Department shall not count towards the employee's probationary period.

Section 14.4 Extension Due to Absences. A probationary employee who has been absent from work due to illness or injury for more than fifteen (15) workdays (cumulative) during the twelve (12) month probationary period shall have their probationary period automatically extended by the length of their total absences.

Section 14.5 No Appeal. Newly hired probationary employees including employees hired at an advanced step or as a lateral transfer may be terminated anytime during their probationary period and shall have no appeal or grievance over such removal.

ARTICLE 15 **VACANCY AND PROMOTIONS**

Section 15.1 Vacancies. Whenever the Employer determines that a vacancy exists in the bargaining unit, a notice of such vacancy shall be posted on the Employer's bulletin board for a period of fourteen (14) calendar days. During the posting period, anyone wishing to apply for the vacant position meeting the minimum qualifications of the position as established by the City shall do so by submitting a written application. The Employer shall not be obligated to consider any applications which do not meet the minimum qualifications for the job as described in the posting or submitted outside the posted timelines. Postings shall contain the classification title, rate of pay, a brief summary of job duties, and the minimum qualifications. Filling a vacancy is not a promotion if it is within the same bargaining unit. The Employer in its discretion will fill assignments within the bargaining unit in a reasonable manner and not in an arbitrary and/or capricious manner.

Section 15.2 Promotions. Promotions will be by merit and fitness pursuant to competitive examination in accordance with the City Charter and Code of Personnel Practices and Procedures.

ARTICLE 16 **LAYOFF AND RECALL**

Section 16.1 Layoff Notice. When the Employer determines a layoff is necessary, at its discretion, affected employees shall be given fourteen (14) calendar days advance written notice of the layoff. The Employer shall determine the classification(s) which will be affected, and the number of employees to be laid off within each affected classification.

Section 16.2 Factors. Once the number of layoffs necessary and the affected classifications have been determined by the Employer, affected employees shall be laid off based upon classification seniority.

Section 16.3 Displacement Rights. An employee who is laid off shall have the right to displace an employee in a lower classification with less department seniority provided the laid off employee is qualified to perform the duties of the lower classification. A bargaining unit member may be

displaced by a full-time peace officer in a higher ranking classification with more department seniority.

Section 16.4 Recall Period. Employees who have been laid off shall retain reinstatement rights to the positions from which they were laid off and be subject to recall by the Employer for a period of eighteen (18) months from the effective date of the layoff (“Recall Period”). It shall be the responsibility of the employee to keep the Employer advised through written notice of a current and accurate mailing address throughout the Recall Period. The Employer shall not hire or promote any employee into an affected classification during the Recall Period where employees have been laid off within such a classification until such time as all affected employees within such classification have either been reinstated or have declined reinstatement. If all eligible employees for a recall have declined reinstatement, or failed to respond within the appropriate time period, the City may hire and promote employees prior to the expiration of the Recall Period.

Section 16.5 Recall Notice. Affected employees shall be notified in writing by the Employer of their recall rights (“Recall Notice”). Affected employees shall have seven (7) calendar days from receipt of the Recall Notice within which to notify the Employer, in writing, of their acceptance or rejection of the offer of reinstatement. Failure by the employee to notify the Employer of their decision within the established fourteen (14) calendar day period shall be considered a rejection of the offer of reinstatement.

Section 16.6 Notices. All written notices required of the Employer or employee herein shall be by personal delivery or by hand delivery, overnight delivery or certified mail to the last known address of the employee on file with the City.

Section 16.7 Exclusive Procedure. It is understood that no provisions of the Civil Service Law or rules shall apply to layoffs and this procedure shall be the exclusive procedure. Nor shall there be an appeal to the City Personnel Board of Review, the State Personnel Review Board, or Court.

ARTICLE 17

NO STRIKE/NO LOCKOUT

Section 17.1 No Strike or Stoppage. The Employer and the Union recognize that a work stoppage of any kind would create a clear and present danger to the health and safety of the public, and that this Agreement provides machinery for the orderly resolution of grievances. Therefore, the parties agree that:

- A. During the term of this Agreement, the Union shall not, for any reason, authorize, cause, engage in, sanction, or assist in any sick call-off, work stoppage, strike, sympathy strike, slowdown, or any other concerted activity which would interrupt the operations or services of the Employer during the life of this Agreement.

- B. In addition to any other remedies available to the Employer, any employee, or employees, either individually or collectively, who violate this Article is subject to discipline or discharge by the Employer.
- C. In the event of any violation of this Article, the Union shall promptly do whatever it can to prevent or stop such unauthorized acts, including posting of a written notice notifying employees that such strike activity is not sanctioned by the Union.
- D. Nothing in this Article shall be construed to limit or abridge the Employer's right to seek other available remedies provided by law to deal with any unauthorized or unlawful strikes.

Section 17.2 No Lockout. During the life of this Agreement, the Employer shall not cause, permit, or engage in any lockout of the bargaining unit employees unless those employees shall have violated this Article.

ARTICLE 18

RULES, REGULATIONS, WORK RULES

Section 18.1 Written Work Rules. It is understood and agreed that the Employer has the statutory authority to promulgate work rules, policies, procedures, and directives to regulate the conduct of the Employer's business. Whenever possible, such matters will be reduced to writing and made available to all employees.

Section 18.2 Compliance to Rules and Regulations. The OPBA agrees that its members will comply with all Police Department Rules and Regulations, including those relating to conduct and work performance and the City agrees to enforce the rules and regulations in a reasonable and fair manner.

Section 18.3 Daily Work Rules. It is hereby mutually agreed that from time-to-time daily work rules may be discussed between the Union and the Police Chief to insure a harmonious relationship, good working conditions, and efficiency.

Section 18.4 Current Work Rules. The City will maintain, whenever possible all current rules and make those available to employees.

ARTICLE 19

SUBSTANCE ABUSE TESTING

Section 19.1 Purpose. It is the City's policy to ensure that its employees are free from the effects of alcohol and/or illegal drugs at all times while on duty. The City's goal is to reduce accidents, injuries and fatalities resulting from drug and alcohol abuse and to ensure that employees are drug free while serving the safety needs of the community.

Section 19.2 Use of Alcohol and Controlled Substances Prohibited. No employee shall report for duty or remain on duty while having an alcohol concentration of 0.02 or greater. No employee

shall report for duty or remain on duty when the employee uses any controlled substance, except when the use is prescribed by a physician who has advised the employee that the substance does not adversely affect the employee's ability to safely perform his or her job duties. The employee shall provide the Chief with the physician's report concerning such prescriptions.

Section 19.3 Employees Tested. All employees may be subjected to drug and or alcohol testing conducted under any of the following conditions:

- 1) **Reasonable suspicion of drug and/or alcohol use.** Whenever the Chief of Police or other supervisor has reasonable suspicion to believe that an employee is under the influence of alcohol or a controlled substance or receives credible information that the employee may be impaired the Chief or supervisor may require such employee to submit urine or other sample for alcohol and/or controlled substances testing. Reasonable suspicion must be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the employee or credible information from a reliable source.
- 2) **Post-accident testing.** As soon as practicable following an accident involving a City vehicle or other equipment, the City shall test each involved employee for alcohol and controlled substances. Any employee who is subject to post-accident testing shall make himself readily available for such testing or shall be deemed to have refused to submit to testing. If the test is not administered within eight (8) hours for alcohol or thirty-two (32) hours for drugs following the accident, the test shall not be administered.
- 3) **Return to duty testing.** The City shall ensure that, before an employee returns to duty after engaging in prohibited alcohol and/or controlled substance conduct, the employee undergoes a return to duty alcohol test with a result indicating an alcohol concentration of less than 0.02 and a verified negative result for controlled substance abuse.
- 4) **Follow-up drug and/or alcohol testing.** Any employee who tests positive for the use of alcohol or controlled substances while on duty may be evaluated by a substance abuse professional. If, following an evaluation, the City directs the employee to undergo substance abuse counseling, such employee shall be subject to unannounced follow-up alcohol and/or controlled substances testing consisting of at least six tests in the first twelve (12) months after the employee's return to duty.
- 5) **Random Testing.** The City may implement random testing for drugs and/or alcohol where the names are randomly generated from an independent source and the test is administered per policy.

Any employee may, of his or her own volition, voluntarily undergo a drug and/or alcohol screening test. Testing done under these circumstances will be treated in the same manner as if the employee had been ordered to undergo screening.

Section 19.4 Testing Requirements. All drug screening test shall be conducted by medical laboratories meeting the standards of and certified by, the national institute of drug abuse, the national institutes of health and/or the department of health and human services. A list of two (2) testing laboratories shall be maintained by the Employer. These laboratories shall conduct any testing directed by the Employer.

The laboratory or collection site chosen by the City shall afford an MRO process whereby employees may respond to a positive result with a valid prescription. If an employee tests positive for the use of alcohol or controlled substances, the City, prior to taking any action, will permit the employee the opportunity to explain, in writing, the tests results. Failure of any employee to establish an adequate legal basis for the use of such drug or controlled substance shall constitute a violation of this policy.

No test shall be considered positive until it has been confirmed by a gas chromatography/ mass spectrometry full scan test or its equivalent or other reliable test. The procedures utilized by the Employer and testing laboratory shall include an evidentiary chain of custody control. All samples collected shall be contained in two (2) separate containers for use in the prescribed testing procedures in accordance with the laboratory's testing procedures. All laboratory procedures shall be outlined in writing and shall be followed in all situations arising under this policy. Copies of the procedures used shall be distributed to employees upon request.

Any employee who is notified of selection for drug or alcohol testing shall be relieved of any job responsibilities as soon as possible and shall proceed to the designated test site immediately. A selected employee shall not make any stops from the time of notification until reaching the designated test site. Failure to proceed immediately to the drug testing site may be considered a refusal to test.

The results of the testing shall be delivered to the Employer and the employee tested. An employee whose confirmatory test results are positive shall have the right to request a certified copy of the testing results in which the vendor shall affirm that the test results were obtained using the approved protocol methods. The employee shall provide a signed release for disclosure of the testing results to the City. Refusal to submit to the testing provided for under this agreement may be grounds for discipline up to and including termination.

Cost of all drug screening tests and confirmatory tests shall be borne by the Employer except that any test initiated at the request of the employee shall be at the employee's expense.

Section 19.5 Refusal To Test. Refusal to submit to the types of drug and alcohol tests employed by the City will be grounds for disciplinary action, up to and including termination. A refusal to test constitutes conduct which would obstruct the proper administration of a test. The following is a list of some, but not all, of the actions an employee may take which will be considered a refusal to test:

- 1) Refusal to sign the form releasing test results to the City;

- 2) A non-medical delay in providing a urine, breath, or saliva specimen;
- 3) Failure to report directly to the testing facility upon notification;
- 4) The use of any product to invalidate the test results.

Section 19.6 Confirmatory Tests.

- a) If a drug screening test is positive, a confirmatory test shall be conducted in the manner prescribed in the laboratory's procedures.
- b) In the event the second test confirms the results of the first test, the Employer may proceed with appropriate discipline.
- c) In the event that the second test contradicts the result of the first test, the Employer, may request a third test in accordance with the procedures prescribed above. The Employer shall pay for the cost of this test. The results of this test, if positive, shall allow the Employer to proceed with discipline as set forth in this article. If the results of the third test are negative, discipline shall not be imposed.

Section 19.7 Confidentiality. Test results will, as a general rule, remain confidential. However, the City may use test result information in connection with City business, for purposes of employment or disciplinary actions and in defense of related litigation. The City may also disclose test results when required by government agencies or in accordance with state and federal law.

ARTICLE 20
HEALTH AND SAFETY

Section 20.1 Safety. Safety must be a prime concern and responsibility of both parties. Therefore, the Employer accepts the responsibility to attempt to provide safe working conditions and working methods for all employees. The members accept the responsibility to attempt to maintain tools, equipment and work areas in a safe and proper manner and accept the responsibility to follow all safety rules and safe working methods of the Employer. All working conditions believed to be unsafe must be reported to the Employer as soon as said unsafe working conditions are known. The Chief will investigate all reports of unsafe working conditions, and will attempt to correct any which are found, and see that the safety rules and safe working methods are followed by all employees.

ARTICLE 21
HOURS OF WORK AND OVERTIME

Section 21.1 Workweek. A member will ordinarily be regularly scheduled to work eight (8) hour, ten (10) hour or twelve (12) hour shifts with at least two (2) regularly scheduled consecutive

days off, in each seven (7) day period. Employees may be assigned to different work hours based on special assignments or operational needs as determined by the Employer.

Section 21.2 Overtime. Nothing in this Article shall be construed as restricting the City’s right to require overtime. The parties acknowledge and agree that bargaining unit members are law enforcement personnel working under the exemption in Section 7k of the Fair Labor Standards Act, and are working under a work period of fourteen (14) consecutive calendar days of eighty (80) hours. Employees shall be compensated at straight-time hourly rates for all hours in paid status, except those employees shall be compensated at a rate of one and one-half (1 1/2) times their regular hourly rate for all hours worked in excess of eighty (80) hours in the fourteen (14) day work period, when approved by the Chief or Chief’s designee. For purpose of this Section, “hours worked” include hours actually worked, and hours on approved paid vacation, personal leave and compensatory time off, but do not include sick leave except time spent on approved sick leave for purposes of FMLA leave or bereavement leave. There shall be no pyramiding of overtime. For purposes of pyramiding, the same overtime hours shall not be counted twice. No employee will be required to flex time off or to take other leave to avoid paying overtime.

Section 21.3 Compensatory Time. Members may accrue and use up to fifty (50) hours of compensatory (“comp”) time per six (6) month period in lieu of paid overtime, upon notification to the Chief or the Chief’s designee. Comp time shall accrue at the rate of one and one-half (1 ½) hours of comp time for each one (1) hour of overtime worked. Any overtime worked which would increase the employee’s comp time above this bank will be paid-out at the appropriate overtime rate.

Compensatory time off shall be granted, upon an employee’s request, where the use of compensatory time does not unduly disrupt the Department’s operations. All employees shall have advance written approval from the Police Chief or his designee before accruing and using compensatory time. The employee must submit a written request on a standardized form and receive approval from the Employer prior to taking compensatory time off.

Compensatory time is not to be used in increments of less than one-half (0.5) hour. Compensatory time accumulated between January 1 and June 30 must be used by June 30 and compensatory time accumulated between January 1 and December 31 must be used by December 31. If compensatory time is not used within the described time frame, the employee will be paid for all outstanding hours. Compensatory time may not be carried forward from one payroll year to the next. Any compensatory time which an employee has accumulated as of the end of any payroll year shall be paid to the employee at the appropriate rate of pay in effect at the end of the payroll year. This payment shall be paid with the wages earned during the first pay of December of that calendar year. Unless otherwise approved by the City Manager.

Any overtime work which would increase the employee’s accumulated compensatory time above this maximum bank shall be paid at the appropriate overtime rate. Compensatory time will not be granted or allotted for employees participating in required or requested continuing education, training or travel.

Upon separation from employment, an employee shall be paid for their accrued but unused compensatory time at his or her current regular hourly rate.

Section 21.4 Court Pay. An employee required to appear in Court, including as a Bailiff, on a matter related to work for the City shall notify their supervisor as soon as possible and will, if possible, call the court or prosecuting attorney prior to leaving for Court to determine if the employee's attendance is necessary. Any employee not on duty who must appear in court as an arresting officer or witness in a criminal or civil case related to the employee's employment with the Employer shall receive a minimum of four (4) hours pay at the appropriate rate of pay, for the minimum or actual hours in attendance, whichever is greater. Appearances which abut an employee's work hours, if less than two (2) hours before the start of their scheduled shift or one (1) hour after their shift, shall be compensated but shall not be subject to the minimum hours set forth above. The employee shall contact the on-duty supervisor upon being released from Court.

Section 21.5 Call In Pay. Any employee ordered to work at a time not contiguous to his or her regularly scheduled shift, shall be paid at a minimum of three (3) hours the employee's appropriate rate of pay for the minimum or actual hours in attendance whichever is greater. Call-in time which abuts an employee's work hours shall be compensated, but not be subjected to the minimum hours set forth above.

Section 21.6 Overtime Distribution. Overtime Distribution. Overtime opportunities shall be offered to employees within the bargaining unit based on departmental seniority, beginning with the most senior qualified employee regardless of rank, provided the employee is capable of performing the required work. If the most senior employee declines, the opportunity shall be offered to the next most senior qualified employee, and so on. The City will maintain an overtime list to determine which officers shall be called into work.

- a) All prescheduled overtime assignments, except court time and grand jury, shall be distributed to the employees pursuant to the overtime list. Upon accepting an overtime assignment, the officer moves to the bottom of the list.
- b) New employees shall be added to the bottom of the list. Probationary employees need not be placed on the list, but may be added, at the sole discretion of the Chief. Probationary employees not added to the list shall not be offered overtime except where absolutely necessary.
- c) Mistakes in offering overtime will be corrected by offering the employee who was missed the next available opportunity.
- d) Forced overtime opportunities shall be distributed to employees based upon the effective seniority list beginning with the least senior, qualified employee rotating upwards until the Employer has rotated through all other names on the list.
- e) Emergency Overtime (call offs, injury, etc.) shall be handled at the sole discretion of the Chief of Police or his designee.

The City shall maintain reasonable records of overtime offered and worked. Such records shall be made available to the bargaining member upon request.

ARTICLE 22
WAGES

Section 22.1 Wage Probationary Sergeants will receive wages 10% above the top step Police Officer and non-probationary Sergeants will receive wages 17.5% above top step Police Officer.

Section 22.2 **Shift Differentials.** Employees working outside of first shift will receive an additional \$1.00/hour added to their rate of pay for those hours worked.

Section 22.3 **Longevity.** Each full-time bargaining unit employee shall receive a lump sum longevity bonus upon the completion of the required years of consecutive full-time employment with the Johnstown Police Department as follows: After five (5) years' service, five hundred dollars (\$500), which amount will be increased by fifty dollars (\$50) for every year of completed service in years six (6) through twenty (20), and by seventy-five dollars (\$75) in years twenty-one (21) through thirty (30).

An employee's eligibility for and calculation of years of service for purposes of longevity shall be based upon the employee's total seniority with the City as defined in the Seniority Article.

ARTICLE 23
HEALTH INSURANCE

Section 23.1 **Health and Dental.** The Employer shall pay the entire health and dental insurance premiums for 2023. Beginning January 1, 2024, the Employer shall pay ninety-five percent (95%) of the health and dental insurance premiums and the employee shall pay five percent (5%) of the premiums by payroll deduction for 2024. Beginning January 1, 2025, the Employer shall pay ninety percent (90%) of the health and dental insurance premiums and the employee shall pay ten percent (10%) of the premiums.

Section 23.2 **Vision.** The Employer may provide vision insurance coverage to bargaining unit employees pursuant to the same terms and conditions as other non-bargaining City employees.

Section 23.3 **Life Insurance.** Beginning January 1, 2027, the City will provide a life insurance policy in the amount of \$75,000.

ARTICLE 24
VACATION LEAVE

Section 24.1 Vacation Accrual. Each member shall be entitled to accrue vacation leave with pay at their straight-time rate each pay period worked according to the following schedule:

Length of Full-Time Employment*	Rate of Accrual
First 3 years	3.08 hours per pay period (80 hours)
4-8 years	4.62 hours per pay period (120 hours)
9-18 years	6.15 hours per pay period (160 hours)
19-23 years	7.69 hours per pay period (200 hours)
24 years or more	9.23 hour per pay period (240 hours)

*The Length of Full-Time Employment is defined as the length of continuous full-time employment with the Johnstown Police Department for vacation accrual purposes only.

First year members shall accrue vacation leave as set forth in this Article and shall be first eligible to use up to forty (40) hours of vacation leave during the second six (6) months of their first year or probationary period.

Bargaining unit members who work less than eighty (80) hours per pay period shall accrue vacation at a ratio equal to the number of hours normally worked compared to the usual eighty (80) work hour pay period.

At the City's sole discretion, a bargaining unit member may be given prior service credit from other City Departments and/or from qualifying sworn law enforcement service for vacation accrual purposes. Any member who has been given such credit previously by City shall keep it.

Section 24.2 Scheduling and Approval. All vacation leave must be scheduled through and authorized by the Police Chief or the Chief's designee. Members may take vacation leave in increments of one (1) hour. If a member desires to take more than two consecutive vacation leave days, the employee shall obtain approval no fewer than 7 days in advance of the desired leave day. The Chief or the Chief's designee may approve vacation considering the staffing needs of the Department.

Section 24.3 Vacation Carry-Over. Upon approval of the Chief of Police, up to one hundred twenty (120) hours of accrued, unused vacation may be carried over to the next calendar year by an employee who accrues vacation at the 0-8 year rate; and up to two-hundred forty (240) for employees who accrues at the 9 year and over rate. All other vacation leave must be used by December 31st or it will be forfeited.

Section 24.4 Payout on Separation. If a member with at least one (1) year of consecutive full-time service voluntarily terminates employment with the City, the City shall payout the member's earned and accrued, but unused, vacation. In the event of the death of an employee, such vacation shall be paid to the employee's beneficiary or estate.

ARTICLE 25
HOLIDAYS AND PERSONAL LEAVE

Section 25.1 Holidays. All members are eligible for twelve (12) holidays in each calendar year. These holidays are:

1. New Year's Day (January 1st);
2. President's Day (Third Monday in February);
3. Memorial Day (Last Monday in May);
4. Juneteenth (June 19th);
5. Independence Day (July 4th);
6. Labor Day (First Monday in September);
7. Columbus Day (second Monday in October);
8. Veterans Day (November 11th);
9. Thanksgiving Day (Fourth Thursday in November);
10. The Friday After Thanksgiving (Fourth Friday in November);
11. Christmas Eve (December 24th); and
12. Christmas Day (December 25th).

Each member in paid status when the holiday occurs will receive eight hours of Holiday Pay at their regular hourly rate for the holiday, in the pay in which it occurs.

Section 25.2 Pay for Time Worked on a Holiday. In addition to the Holiday Pay under this Article, a member who works a shift that starts on any of the Holidays shall receive time and one half (1 ½) times their regular rate for all hours worked for that shift. If the time worked is overtime pay, the employee will receive two and one half (2 ½) times the employee's regular rate for those hours worked.

Section 25.3 Personal Leave. At the beginning of each calendar year, each member shall be given twenty-four (24) hours of Personal Leave. Personal Leave may not be accumulated nor may it be carried over to the next calendar year and has no cash or pay out value. Personal leave shall be taken in increments of no less than one-half (0.5) hour. No employee may take Personal Leave without prior written approval of the Chief or Chief's designee. The Chief will make such approvals based on the staffing needs of the Department; therefore, such approvals are not automatic. Personal leave will be granted to new employees on the following pro-rated basis: start date in January- April = twenty-four (24) hours; start date May- August = sixteen (16) hours; start date September – December = eight (8) hours.

ARTICLE 26
SICK LEAVE

Section 26.1 Paid Sick Leave. Employees are eligible for paid sick leave. Sick leave shall accrue at the rate of four and six tenths (4.60) hours per bi-weekly pay period in active pay status, to a maximum accumulation of nine hundred and sixty (960) hours.

Section 26.2 Active Pay Status. For purposes of accruing sick leave hours, “active pay status” is defined as hours actually worked and hours on approved paid leave.

Section 26.3 Compensation. Approved paid sick leave will be paid at the employee’s regular rate of compensation. Sick leave may be taken in one (1) hour increments.

Section 26.4 Use of Sick Leave Days. No employee may utilize sick leave unless such leave has been earned. Sick leave may be utilized for a maximum of up to three (3) consecutive working days off with the approval from the eligible employee’s immediate supervisor. After the third day, sick leave may be utilized only upon the approval of the Chief or Chief’s designee. In any event, sick leave may be utilized for the following reasons:

- A. Illness, injury, or pregnancy-related condition of the employee;
- B. Exposure of an employee to a contagious disease that could be communicated and jeopardize the health of other employees;
- C. Illness, injury, or pregnancy-related condition of a member of the employee’s immediate family where the employee’s presence is reasonably necessary for the health and welfare of the employee or affected family member;
- D. Examination or treatment of the employee or the employee’s immediate family member, including medical, psychological, dental or optical examination by a licensed practitioner, only where the examination could not be scheduled during the employee’s off-duty hours; or
- E. Bereavement leave per this Article.

For purposes of this section, immediate family shall be defined to include an employee’s spouse, children, the parent, or other resident dependents.

Section 26.5 Notification. Employees must notify the Employer not less than two (2) hours prior to their scheduled starting time of the need for sick leave. The employee also must notify the immediate supervisor on each succeeding day of the absence, unless it previously has been reported to the immediate supervisor and the employee has been authorized to report less frequently than daily. The mere fact that an employee has reported an absence does not excuse an absence.

When requesting and/or taking less than one full sick leave day (in minimal increments of one (1) hour), the employee must notify the immediate supervisor of the employee’s arrival and/or departure times so that this time off can be accurately deducted from the employee’s remaining sick leave time.

Section 26.6 Proof. Before a sick leave is approved, the Chief or the Chief’s designee may require such proof of illness, injury or death, or may require the employee to be examined by a health care professional selected and retained by the Employer. In the event the employee is absent for three (3) or more consecutive days, or if the Employer reasonably suspects sick leave abuse, the employee must provide the Chief or the Chief’s designee a physician’s statement certifying the

days off and stating the nature of the illness. In the event the employee fails to submit adequate proof of illness, injury or death upon request, or in the event that upon such proof as is submitted or upon the report of a medical or psychological examination, the Chief of Police finds, in his sole discretion, there is not satisfactory evidence of illness, injury or death sufficient to justify the employee's absence, such leave may be denied and shall be unpaid, subject to an appeal through the grievance procedure of this Agreement.

Section 26.7 Return to Work. The Chief of Police may require an employee who has been absent due to a personal illness or injury, prior to and as a condition of the employee's return to duty, to be examined by a health professional retained by the Employer, to establish that the employee is fit for duty.

Section 26.8 Sick Leave While on Vacation. If an employee becomes injured or ill while on scheduled vacation, and that injury or illness confines the employee to a hospital or a residence, the employee may opt to change vacation time to any unused, accumulated sick leave days. Proper documentation confirming the injury or illness must be submitted to the employee's immediate supervisor before such a change can be made.

Section 26.9 Sick Leave Conversion. Employees with accumulated sick leave in excess of nine hundred and sixty (960) hour as of December 1st each year may receive a payout of the excess on the next payday, at the rate of one half (1/2) hour for each one (1) hour over 960. The excess hours will be eliminated.

Section 26.10 Abuse/Misuse of Sick Leave: Nothing in this Article limits the right of the Employer to investigate suspected sick leave abuse and/or to issue discipline for abuse.

Section 26.11 Sick Leave Conversion at Retirement. An employee, at the time of retirement from active service with the Employer, shall be paid one-half (1/2) of the value of his or her accrued, but unused sick leave. The maximum of such payment, however, shall be four-hundred eighty (480) hours. To qualify for such payment, the employee must be eligible to receive retirement benefits through a state-sponsored retirement plan and actually retire from service. Such payment shall be based on the employee's hourly rate of pay at the time of retirement. Such payment shall be made only once and shall eliminate all sick leave credit accrued by the employee.

Section 26.12 Bereavement Leave. In the event of the death of an employee's current spouse, domestic partner in residency, child or stepchild, the employee shall be eligible to use sick leave for up to seven (7) consecutive calendar days, including the funeral. In the event of the death of the employee's parent, stepparent, or other person serving in place of a parent (in loco parentis), a parent of a current spouse, brother, and sister, grandparent, current spouse's grandparent, and grandchildren, the employee shall be eligible to use sick leave for up to five (5) consecutive calendar days, including the funeral. Sick leave of one (1) day to attend the funeral may be granted in the case of the death of an employee's daughter-in-law, son-in law, brother-in-law, sister-in-law, aunt, uncle, niece, or nephew. Additional funeral leave may be granted at the Chief's discretion.

ARTICLE 27
INJURY LEAVE

Section 27.1 Injury Leave. An employee who sustains an injury in the course of and arising out of the employee's employment with the City, where such injury disables the employee from performing all of their essential job functions, shall be entitled to paid injury leave at his/her regular rate of pay for up to thirty (30) calendar days from the date of injury. The employee shall not be entitled to paid injury leave under this Article if the injury was either purposely self-inflicted or caused by the employee being intoxicated, under the influence of a controlled substance not prescribed by a physician, or under the influence of marijuana, or if the employee refuses or attempts to interfere with a post-accident alcohol or drug test ordered by the Employer consistent with the City policy. After thirty (30) calendar days from the date of injury, the City may extend injury leave, at its discretion, on a case-by-case basis.

Section 27.2 Eligibility. For an employee to qualify for injury pay, the employee must file with the Chief a written statement that includes the following information:

- A. The location of the injury;
- B. The time of the injury;
- C. The names of all known witnesses to the injury;
- D. A description of what caused the injury;
- E. A description of the symptoms of injury and when they first manifested;
- F. Whether the employee sought medical treatment, and if so, by whom.

This report must be provided to the Chief immediately after the injury and on that shift, or if not possible, once the employee knows about or suspects the injury and is capable of reporting it. The employee must thereafter provide the Chief a health provider's statement certifying the nature and extent of employee's injury.

For an employee to qualify for injury pay, the employee also must sign all salary continuation agreements and/or other documents (such as an Ohio BWC Salary Continuation Agreement (C-55) or its equivalent) requested by the Employer to evidence that the Employer is paying salary continuation in lieu of temporary total disability compensation pursuant to Ohio Workers' Compensation Act.

Section 27.3 Light Duty. The City may, in its discretion, require an employee to work light duty during the injury leave as assigned by the City where the light duty is consistent with the employee's medical restrictions.

Section 27.4 Disputes. If it is in dispute whether the absence qualifies for paid injury leave under this Article, the employee may utilize his/her/their accrued, unused paid leaves of absence in the following order - sick leave, holidays, vacation - which shall be recredited to the employee's leave balances if it is determined the employee was entitled to paid injury leave under this Article for that time period. Any disputes under this Article shall be submitted according to the Grievance Procedure in this Agreement.

ARTICLE 28
MILITARY LEAVE

Section 28.1 **Military Leave.** The Employer shall comply with applicable State and Federal law concerning military leave. Employees shall present their orders for military leave to shift commander immediately upon receiving such orders.

ARTICLE 29
LEAVES OF ABSENCE

Section 29.1 Upon written request of an Employee, the Employer may grant the Employee a leave of absence without pay in accordance with the following:

- A. The maximum leave without pay shall not exceed six (6) months.
- B. An employee shall submit to the Employer pertinent information relating to the reason for which the leave is requested on a standard form designated by the Employer.
- C. The authorization of a leave is solely a matter of administrative discretion. No leave of absence shall be granted for the purpose of working another job.
- D. Upon completion of a leave of absence, the employee is to be returned to the position formerly occupied or another position at a similar level should the original position be abolished.
- E. If an employee fails to return to work upon the expiration of an authorized leave, that employee shall be considered as having resigned.
- F. An employee on unpaid leave does not earn sick or vacation leave credit, however, time spent on leave shall be considered in determining length of service for purposes where seniority is a factor.

ARTICLE 30
UNIFORMS AND EQUIPMENT

Section 30.1 **Uniforms and Equipment.** Effective upon execution, employees in uniform assignments shall be provided an annual uniform and equipment allowance credit of nine hundred and fifty dollars (\$950) at a City approved vendor and for approved items. Such credit shall be placed with a vendor(s) selected by the Employer effective January 1 of each year. Replacement of ballistic vests, or the addition of new uniform items and/or equipment, shall be provided by the City and shall not be counted against the credit established in this section.

Section 30.2 **Replacement Cost.** The City shall pay the replacement cost for uniform items for which the department mandates a change by the specific date.

Section 30.3 **Uniform Credit.** During the calendar year in which an employee successfully completes his first anniversary date with the City, such employee shall receive in credit, one –

twelfth (1/12) of the total annual uniform allowance for each full month remaining in that calendar year.

Section 30.4 Damaged Uniforms. The City shall repair/replace all uniform and equipment items damaged or destroyed in the line of duty at the Employer's expense, in addition to the uniform allowance set forth in this Article, unless the negligence or intentional abuse by the employee caused the damage or loss.

Section 30.5 Personal Property. Where the employee supplies evidence that the employee sustained damage to personal property in the line of duty, without negligence on the part of the employee, the Employer shall reimburse the employee for the necessary cost of repair or replacement of the employee's personal property. The Employer will not be responsible for more than two-hundred dollars (\$200) to repair or replace the item, except for eye glasses which will be reimbursed up to four-hundred (\$400). The employee will present the item to the City for inspection and approval prior to repairing or replacing said items. Such approval shall not be unreasonably denied.

ARTICLE 31 TRAINING

Section 31.1 Mandatory Training. When attendance is permitted by the Employer, an employee may be allowed time off without loss of pay for the purpose of taking work-related educational courses or training at an Employer approved educational institution. Any class or training session approved by the Employer will be paid for by the Employer. Employees will be paid their applicable rate of pay for the time spent in training when scheduled by the Department to attend the training session. Any class or training session required by statute or regulation or necessary for a member to retain or secure certification, or any other class or training session approved by the Employer, shall be considered time worked. Employees who utilize a Department vehicle shall be compensated for the predetermined travel time, as determined by the Chief (or Chief's designee), from police headquarters to the assigned training location and back. If no police vehicles are available, or the Chief otherwise consents, employees may drive their own vehicles and be compensated as stated above. Additionally, the employee will be eligible to receive mileage reimbursement for use of their personal vehicle and will be eligible for reimbursement of travel expenses pursuant to Departmental Policy and subject to the approval of the Chief (or Chief's designee).

ARTICLE 32 FITNESS FOR DUTY

Section 32.1 Fitness for Duty. When the City reasonably questions whether an employee is fit for duty, the City may require an employee to submit to medical and/or psychological examinations for purposes of determining the employee's physical or mental capability to perform the essential functions of the employee's position. The Police Chief or the Chief's designee shall

select one or more licensed practitioners to conduct the examination(s). The City and the employee shall receive the results of any examination.

The City shall pay the cost of the examination(s) in accordance with this Article unless the employee fails to appear for the examination(s), refuses to submit to the examination(s), or refuses to release the results of the examination(s). An employee will be responsible for the costs associated with an unexcused failure to appear at scheduled examination(s) and subject to discipline consistent with this Agreement.

If the employee disagrees with the original determination, the employee may be examined by a physician, or other health or mental health provider(s) as applicable, of the employee's choice at the employee's expense. If the two (2) reports conflict a third opinion shall be rendered by a neutral practitioner chosen by the first two (2) practitioners within fifteen (15) calendar days of the report by the employee's physician. If the practitioners cannot agree, the parties will select a practitioner from an independent occupational health practice to offer the third opinion. The third practitioner's opinion shall be final. The neutral physician's cost shall be borne by both parties equally.

If an employee, after examination, is found to be unable to perform the essential functions of the employee's position, then the employee may utilize accumulated unused sick leave for up to three (3) months, including any available FMLA leave to which the employee is eligible. Once all sick leave (up to three (3) months) and available FMLA leave has been exhausted, the City may place the employee on disability separation.

Section 32.2 Reinstatement from Disability Separation. An employee placed on disability separation, either voluntarily or involuntarily, has the right to reinstatement consistent with the applicable law. Employees requesting to return from disability leave must submit medical and/or psychological certification of the employee's ability to perform the essential functions of the position. The City may require an examination prior to return to work at the City's expense.

**ARTICLE 33
WAIVER IN CASE OF EMERGENCY**

Section 33.1 Suspension of Agreement in an Emergency. In cases of any emergency declared by the President of the United States, the Governor of the State of Ohio, the City of Johnstown or Federal or State Legislature, such as acts of God, pandemic, or civil disorder, the following conditions of this Agreement may automatically be suspended:

- A. Time limits for the processing of, or the replies on grievances;
- B. Pending leave requests and/or approved leave;
- C. All work rules, agreements and/or practices relating to the assignment of all employees.

Section 33.2 Termination of Emergency. Upon the termination of the emergency, should valid grievances exist, they shall be processed, in accordance with the provisions outlined in the grievance procedure, and shall proceed from the point in the grievance procedure to which they [the grievance(s)] had properly progressed.

ARTICLE 34
MISCELLANEOUS

Section 34.1 Deadly Force. Whenever an employee is directly involved in a deadly force incident as defined in O.R.C. Section 2901.01, the following provision shall apply:

- A. The employee shall receive at least five (5) paid working days administrative leave, during which the Employer may call an employee to perform administrative tasks.
- B. The employee shall continue to receive all benefits from the City.
- C. The time off granted to the employee shall not be deducted from any other benefit of this agreement.
- D. If the employee seeks counseling pursuant to this provision, the City will reimburse the employee any health insurance-related cost of counseling for up to twelve (12) months. The member will seek counseling from in-network providers if possible.

Section 34.2 Outside Employment. Employees may, at the Chief's discretion, obtain private, non-law enforcement, part-time employment, except where alcohol is consumed on-site, subject to the consent of the Chief. The Chief shall be notified in writing prior to any such employment, such employment shall not interfere with the employee's work for the City. This provision shall not be construed to include special duty employment as a police officer.

Section 34.3 Shift Trades. Employees shall be entitled to trade shifts with another qualified employee with approval of the Chief. Employees must request approval for shift trades no less than three (3) days in advance of the first date which the trade is requested to the Chief or Chief's designee.

The shifts to be traded must both be within the same pay period. Approval of shift trades shall not be unreasonably denied.

Section 34.4 Service Weapon and Badge After Retiring. Employees who retire according to rules of the applicable pension system after having worked for the City of Johnstown for at least ten (10) years, unless otherwise agreed by the Chief of Police, shall be given the option of purchasing their service weapon and badge for one dollar (\$1.00).

ARTICLE 35
DURATION, NEGOTIATIONS, TOTAL AGREEMENT

Section 35.1 Duration The provisions of this Agreement, unless otherwise provided for herein, shall become effective January 1, 2026 and shall remain in full force and effect until midnight December 31, 2028.

Section 35.2 Obligation to Negotiate. The Employer and the OPBA acknowledge that during negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining/negotiations and that the understanding and agreements arrived at by the parties after exercise of that right and opportunity are set forth in this Agreement.

Therefore, for the life of this Agreement, The Employer and the OPBA each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, except otherwise allowed by law.

Section 35.3 Total Agreement. This Agreement represents the entire agreement between the Employer and the OPBA and unless specifically and expressly set forth in the express written provisions of this Agreement, all rules, regulations, benefits and practices previously and presently in effect may be modified or discontinued at the sole discretion of the Employer without any such modification or discontinuance being subject to any grievance or appeal procedure herein contained.

**City of Johnstown & OPBA
Sergeants 2026-2028**

In witness whereof, the parties have executed this Agreement between the City of Johnstown and Ohio Patrolmen's Benevolent Association, as of the _____ day of _____, 2026 in Johnstown, Ohio.

For the City:

For the OPBA:

David D. Delande, Acting City Manager

Tiffany Hollis, Mayor

Rusty Smart, Chief of Police

David A. Riepenhoff, Labor Attorney

Yazan S. Ashrawi, Law Director

**MEMORANDUM OF UNDERSTANDING
Special Duty Assignments.**

Section 1. For purposes of this Section, “Special Duty” is defined as when an officer works in uniform and perform tasks such as security and traffic control for other entities who wish to hire uniformed officers at a certain rate of pay. All Special Duty shall be approved by the Chief of Police (or designee) and shall be posted and filled by a roster of all full-time officers of all ranks, who have completed their field training program, who volunteer to be placed on the Special Duty roster. Placement on this roster is completely voluntary. The Chief (or designee), the Chief’s sole discretion, may authorize a probationary officer to work Special Duty.

Section 2. Officers will be assigned Special Duty on a rotating basis, starting with the Officer with the most Department Seniority and ending with the officer who has the least Department Seniority, in an effort to afford Special Duty opportunities as equally as possible among the officers on the roster. An officer is moved from the top of the roster to the bottom when they accept the assignment, whether or not it is worked. An officer is removed from the roster during any period of disciplinary suspension, sick leave or unpaid leave of absence. An officer who fails to complete a Special Duty or find a suitable substitute, will be removed from the roster for a period of 60 calendar days. Once an officer who has been removed from the roster returns, that officer will be placed at the bottom of the roster.

For Special Duty not filled at least 72 hours before the event, the Chief (or designee) may fill the Special Duty on a first-come, first-served basis and/or request other agencies to fill the Special Duty.

In the event the Chief (or designee) determines that police presence is necessary beyond the number of volunteers, the Chief may assign officers to work such event at the appropriate rate of pay from the City.

Effective August 1, 2026, Special Duty rates shall be at least \$60/hr. for an event and \$65/hr. for traffic detail, four (4) hour minimum, paid by the requesting agency to the member directly.



RESOLUTION 2026-17

RESOLUTION AS REQUIRED BY O.R.C. 709.023(C) SETTING FORTH MUNICIPAL SERVICES THAT WILL BE PROVIDED TO 99.4 +/- ACRES OF LAND IN MONROE TOWNSHIP (LICKING COUNTY), OHIO IF ANNEXED TO THE CITY OF JOHNSTOWN, OHIO

WHEREAS, a petition was filed with the Licking County Board of County Commissioners on February 23, 2026, requesting annexation to the City of Johnstown, Ohio of 99.4 +/- acres of land in Monroe Township owned by The Johnstown Land Company II LLC (the “Property”, a description of which is attached hereto as Exhibit “A” and made a part hereof); and

WHEREAS, Ohio Revised Code Section 709.023(C) requires the legislative authority of the municipal corporation to which the annexation is proposed to adopt an ordinance or resolution within 20 days of a petition for annexation being filed with the Board of County Commissioners, stating what services the municipal corporation will provide to the territory proposed for annexation upon annexation and an approximate date upon which it will provide them.

NOW, THEREFORE, BE IT RESOLVED by the Council for the City of Johnstown, Licking County, State of Ohio, that:

SECTION I: The City of Johnstown will provide the following municipal services for the Property upon annexation of said area to the City of Johnstown.

Sewer: Sanitary sewer service and storm sewer service are not currently available from the City of Johnstown to the territory proposed for annexation. Although the City’s wastewater treatment plant has capacity to service the area proposed for annexation, the City’s capacity to provide sanitary sewer services is contingent upon final uses developed for the property and the City’s ability and capacity to serve those uses. The necessary sanitary sewer service lines and related facilities currently do not exist in proximity to the Property. Similarly, storm sewer lines and related facilities do not exist in proximity to the Property. Extensions of sanitary service lines and necessary appurtenances and extensions of storm sewer service lines and necessary appurtenances from existing and/or future municipal facilities to the Property proposed for annexation will require construction through privately owned properties and/or public rights-of-way or easements at a cost which has not been determined. All sanitary sewer lines and necessary appurtenances as well as all storm sewer lines and necessary appurtenances may be required to be constructed by owner(s) or by developer(s) of all or any portion of the Property or the City of Johnstown may determine that it will construct all or portions of the same, or construction may be completed by some combination of the private owner(s)/developer(s) and the City of Johnstown, as determined at a later date. Additionally, any easements necessary to extend said lines and for placement of necessary appurtenances will need to be obtained by owner(s) or by developer(s) of all or any portion of the Property or by the City of Johnstown, or by some combination of the private owner(s)/developer(s) and the City of Johnstown, as determined at a later date. Accordingly, the actual date upon which said sanitary sewer service and storm sewer service can be provided is indeterminate.

Water: Water service is not currently available from the City of Johnstown to the portions of the territory proposed for annexation. Although the City’s water plant has capacity to service the Property, the City’s capacity to provide water services is contingent upon final uses developed for the property and the City’s ability and capacity to serve those uses. The city is exploring updates to its water treatment plant and the necessary water service lines and related facilities currently do not exist in proximity to all areas needed to serve the Property. Extensions of water service lines and necessary appurtenances and extensions from existing and/or future municipal facilities to the Property proposed for annexation will require construction through privately owned

properties and/or public rights-of-way or easements at a cost which has not been determined. All water lines and necessary appurtenances may be required to be constructed by owner(s) or by developer(s) of all or any portion of the Property or the City of Johnstown may determine that it will construct all or portions of the same, or construction may be completed by some combination of the private owner(s)/developer(s) and the City of Johnstown, as determined at a later date. Additionally, any easements necessary to extend said lines and for placement of necessary appurtenances will need to be obtained by owner(s) or by developer(s) of all or any portion of the Property or by the City of Johnstown, or by some combination of the private owner(s)/developer(s) and the City of Johnstown, as determined at a later date. Accordingly, the actual date upon which said water service can be provided is indeterminate.

Police: The City of Johnstown has police services available and will provide police protection for the Property upon acceptance of the annexation of the Property.

Zoning: The City of Johnstown has zoning and planning services available and will provide zoning and planning services to the Property if annexed. If the City of Johnstown permits uses on the Property that the City of Johnstown determines are clearly incompatible with the uses permitted under current county or township zoning regulations applicable to land that is adjacent to the Property which remains within Monroe Township, the City of Johnstown will require, in the zoning ordinance permitting the incompatible uses, the owner(s) of the Property to provide a buffer separating the portions of the Property that contain the incompatible use(s) and the adjacent land remaining within Monroe Township. For the purpose of this requirement, "buffer" may include open space, landscaping, fences, walls, and other structured elements, streets and street rights-of-way; bicycle and pedestrian paths and sidewalks, or some combination of any of them.

Streets & Roadways: Upon annexation of the Property, maintenance will be provided by the City of Johnstown (a) for rights-of-way and streets, highways, and related improvements that exist wholly or partially within the Property and municipal limits, and (b) to future public rights-of-way and streets within the boundaries of the Property. If a street or highway will be divided or segmented by the boundary line between a township and Johnstown so as to create a road maintenance problem, the City of Johnstown agrees as a condition of the annexation to assume the maintenance of that street or highway unless it remains the responsibility of a township, Licking County, State of Ohio, or a separate municipality in accordance with an existing or future legally effective agreement or is otherwise required by law.

SECTION II: The City Clerk is directed to file a copy of this Resolution with the Licking County Board of Commissioners promptly upon its passage and execution.

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

WHEREFORE, pursuant to Section 4.04(a) of the Charter of the City of Johnstown, this Resolution shall be in effect immediately after its adoption.

Date of Introduction/Public Hearing/Vote: March 3, 2026

By: _____

Mayor Tiffany Hollis

ATTEST TO:

APPROVED AS TO FORM:

Teresa Monroe, Clerk of Council

Yazan Ashrawi, Law Director

EXHIBIT "A"
PROPOSED ANNEXATION OF
99.4± ACRES

PRE-APPROVAL	
LICKING COUNTY ENGINEER	
APPROVED	CONDITIONAL
<input checked="" type="checkbox"/>	<input type="checkbox"/>
APPROVED BY	<i>[Signature]</i>
DATE:	2-11-20

FROM: MONROE TOWNSHIP
TO: CITY OF JOHNSTOWN

Situated in the State of Ohio, County of Licking, Township of Monroe, in Section 24, Quarter Township 3, Township 3, Range 15, United States Military District, being comprised of all of the following tracts of land: that 98.337 acre tract conveyed as Parcel VII to The Johnstown Land Company II LLC by deed of record in Instrument Number 202506090010131, and that 1.083 acre tract conveyed as Parcel XV to The Johnstown Land Company II LLC by deed of record in Instrument Number 202506090010131 (all references refer to the records of the Recorder's Office, Licking County, Ohio) and more particularly bounded and described as follows:

Beginning at the southeasterly corner of said 98.337 acre tract, the northeasterly corner of that 8.856 acre tract conveyed to Brian T. Edwards and Judy M. Edwards by deed of record Instrument Number 200209130034351, in the centerline of Clover Valley Road (County Road 26);

Thence North 86° 43' 43" West, with the northerly line of said 8.856 acre tract, a distance of 1101.42 feet to the northeasterly corner of that 19.102 acre tract conveyed to AEP Ohio Transmission Company, Inc. by deed of record Instrument Number 202504090005934;

Thence North 86° 41' 37" West, with the northerly line of said 19.102 acre tract, the northerly line of that 7.841 acre tract conveyed to AEP Ohio Transmission Company, Inc. by deed of record Instrument Number 202511260022954, and the northerly line of that 11.980 acre tract conveyed to Stephen W. Smallsreed, Trustee by deed of record Instrument Number 202207210017875, a distance of 1317.81 feet to a southeasterly corner of that 80.977 acre tract conveyed as to Edgeconnex MCN Piper Farms Property 8, LLC by deed of record in Instrument Number 202511170022153;

Thence North 03° 30' 47" East, with the easterly line of said 80.977 acre tract, a distance of 1456.04 feet to a point in the southerly line of that 13.786 acre tract conveyed to Brad L. Ulery and Linda K. Ulery by deed of record in Official Record 207, Page 9;

Thence South 86° 19' 07" East, with the southerly line of said 13.786 acre tract, a distance of 497.40 feet to the southeasterly corner of said 13.786 acre tract;

Thence North 03° 21' 09" East, with the easterly line of said 13.786 acre tract and the easterly line of that 2.017 acre tract conveyed to David F. Stewart and Nancy P. Stewart by deed of record in Official Record 288, Page 849, a distance of 1035.49 feet to a point in the centerline of said Johnstown-Utica Road (U.S. Route 62);

Thence North 58° 53' 49" East, with said centerline, a distance of 690.12 feet to the northwesterly corner of that 2.987 acre tract conveyed to Dong Park by deed of record in Instrument Number 201206190013480;

Thence with the boundary of said 2.987 acre tract the following courses and distances:

South 03° 25' 55" East, a distance of 436.85 feet to a point;

South 88° 55' 55" East, a distance of 287.47 feet to a point; and

North 09° 54' 43" West, a distance of 579.11 feet to a point in the centerline of said Johnstown-Utica Road (U.S. Route 62);

**PROPOSED ANNEXATION OF
99.4± ACRES**

-2-

Thence North 58° 53' 49" East, with said centerline, a distance of 305.38 feet to the northwesterly corner of that 5.013 acre tract conveyed to Richard D. Brown and Rosalind L. Brown by deed of record in Instrument Number 201609150019899;

Thence South 03° 25' 31" West, with the westerly line of said 5.013 acre tract, the westerly line of that 5.114 acre tract conveyed to Michael L. Tedrick and Robin K. Tedrick by deed of record in Official Record 239, Page 902, the westerly line of that 10.004 acre tract conveyed to Michael L. Tedrick and Robin K. Tedrick by deed of record in Official Record 218, Page 654, the westerly line of that 5.103 acre tract conveyed to Jeffrey L. Childers and Helen L. Childers by deed of record in Official Record 247, Page 528, the westerly line of that 5.101 acre tract conveyed to Michael Lee Wolff, Tyler Jay Wolff and Ashley Jo Wolff by deed of record Instrument Number 202507300013871, and the westerly line of that 5.323 acre tract conveyed to Gary Grove and Pamela Grove by deed of record in Official Record 380, Page 653, a distance of 2268.83 feet to the southwest corner of said 5.323 acre tract;

Thence South 86° 44' 28" East, with the southerly line of said 5.323 acre tract and the southerly line of that 1.612 acre tract conveyed to Gary Grove and Pamela Grove by deed of record in Official Record 380, Page 655, a distance of 890.96 feet to a point in the centerline of said Clover Valley Road (County Road 26), in the existing City of Johnstown corporation line (Resolution Number 2024-24, of record in Instrument Number 202406200010448);

Thence South 03° 08' 54" West, with said centerline, said corporation line, and the existing City of Johnstown corporation line (Resolution Number 2023-30, of record in Instrument Number 202401250001407), a distance of 854.23 feet to a point;

Thence South 03° 31' 24" West, with said centerline, a distance of 69.00 feet to the POINT OF BEGINNING, containing 99.4 acres of land, more or less.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

Matthew A. Kirk

11 FEB 26

Matthew A. Kirk
Professional Surveyor No. 7865

MAK.mw
99_4 ac 20260032-VS-ANNX-02.doc



EXHIBIT "B"

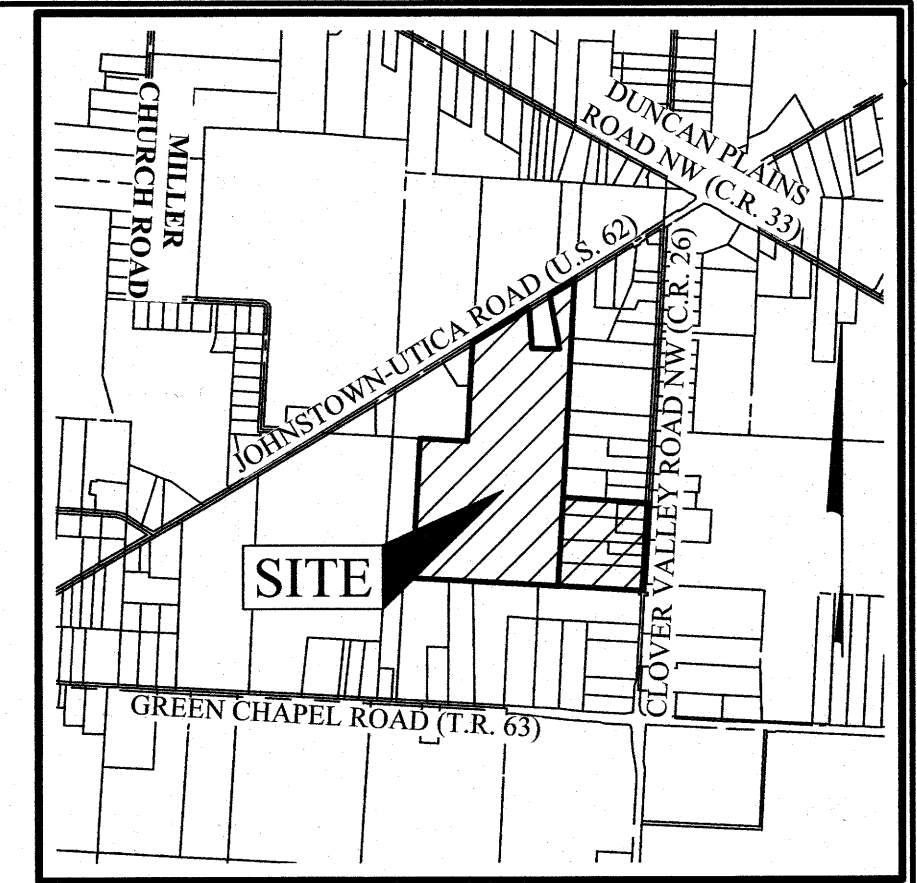
ANNEXATION OF 99.4± ACRES

TO THE CITY OF JOHNSTOWN FROM THE TOWNSHIP OF MONROE

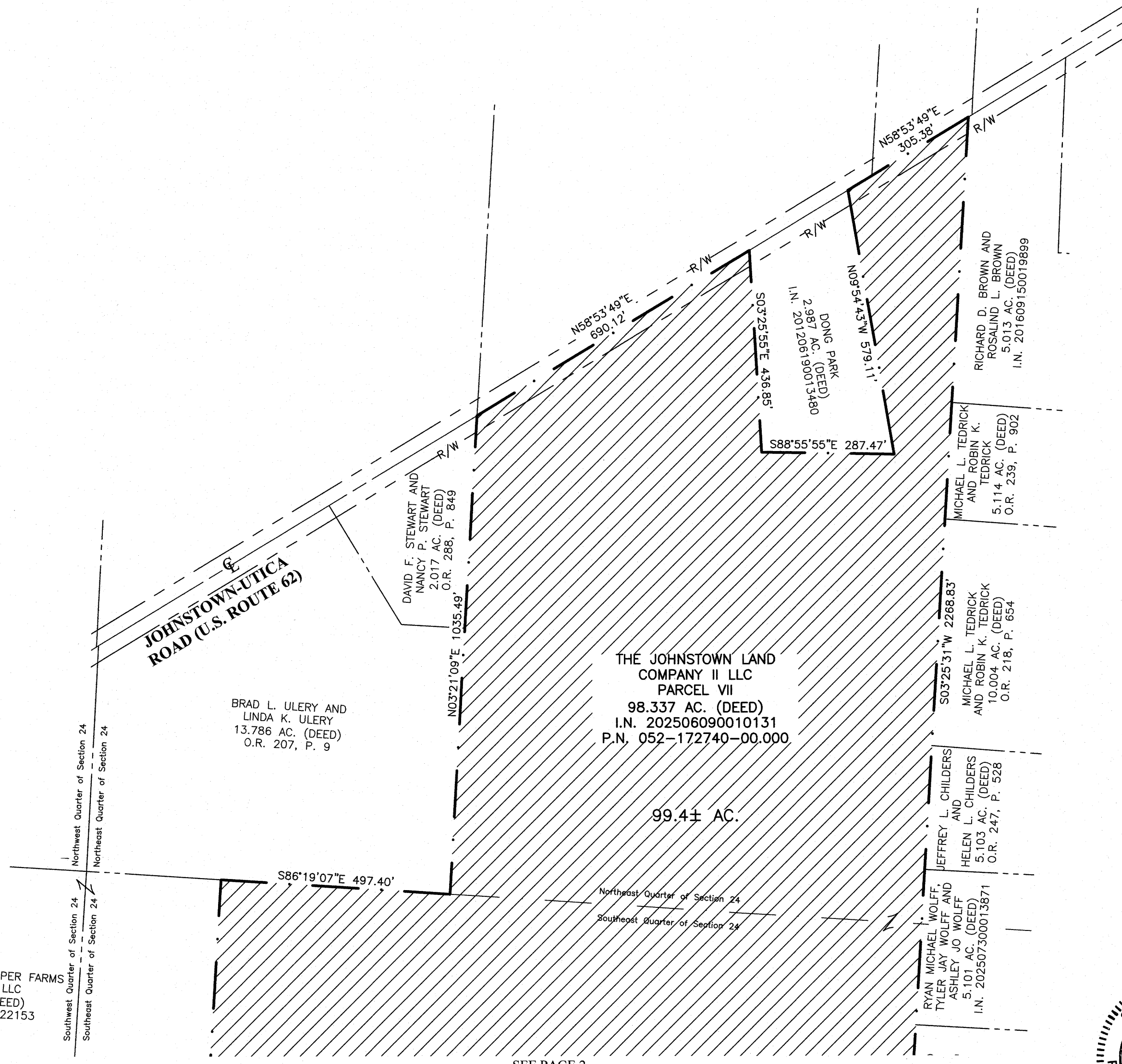
SECTION 24, QUARTER TOWNSHIP 3, TOWNSHIP 3, RANGE 15

UNITED STATES MILITARY DISTRICT

TOWNSHIP OF MONROE, COUNTY OF LICKING, STATE OF OHIO



LOCATION MAP AND BACKGROUND DRAWING
NOT TO SCALE



Contiguity Note:
Total perimeter of annexation area is 11790.11 feet, of which 854.23 feet is contiguous with the City of Johnstown giving 7% perimeter contiguity.

Proposed Annexation
of 99.4 ± acres to the City of Johnstown

The within map marked exhibit "B" and made a part of the petition of annexation filed with the Board of Commissioners of Licking County, Ohio, on _____, 20__, under Chapter 709 of the Ohio Revised Code, is submitted as an accurate map of the territory in said petition described under the requirements of said Chapter 709 of the Ohio Revised Code.

Agent for Petitioners

The Board of County Commissioners of Licking County, Ohio, having received a petition bearing the signed names and addresses of the parties interested in the annexation to the City of Johnstown, Ohio, of the territory shown hereon and having given due consideration to the prayer of said petition, do hereby grant the same.

Board of Licking County Commissioners

Petition Received _____, 20__

Petition Approved _____, 20__

Commissioner
Commissioner
Commissioner

Transferred this ___ day of _____, 20__, upon the duplicates of this office.

Containing _____ acres.
Transfer Fee _____

Licking County Auditor

Received for Record _____, 20__, at _____ (AM-PM) and recorded _____, 20__, in plat ordinance, petition, etc. in Plat Book Volume __, Page __.

Plat Fee _____
Ordinance, etc. Fee _____

Licking County Recorder

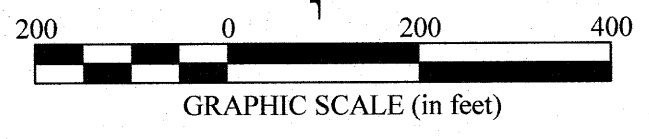
Council for the City of Johnstown, Ohio, by ordinance _____ passed _____, 20__, and approved by the mayor on _____, 20__, did accept the territory shown hereon for annexation to the City of Johnstown, Ohio, a municipal corporation.

Attest
Clerk, City of Johnstown



By Matthew A. Kirk 11 Feb 26
Matthew A. Kirk
Professional Surveyor No. 7865
Date
mkirk@emht.com

 <small>Evans, Mechwart, Hambleton & Tillon, Inc. Engineers • Surveyors • Planners • Scientists 5500 New Albany Road, Columbus, OH 43054 Phone: 614.775.4500 Toll free: 888.775.3648 emht.com</small>	Date: February 11, 2026	
	Scale: 1" = 200'	
	Job No: 2026-0032	
	Sheet: 1 of 2	
REVISIONS		
MARK	DATE	DESCRIPTION



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EXHIBIT "B"

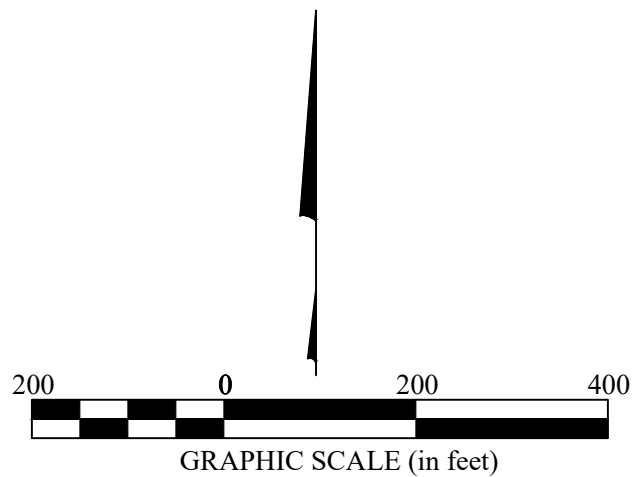
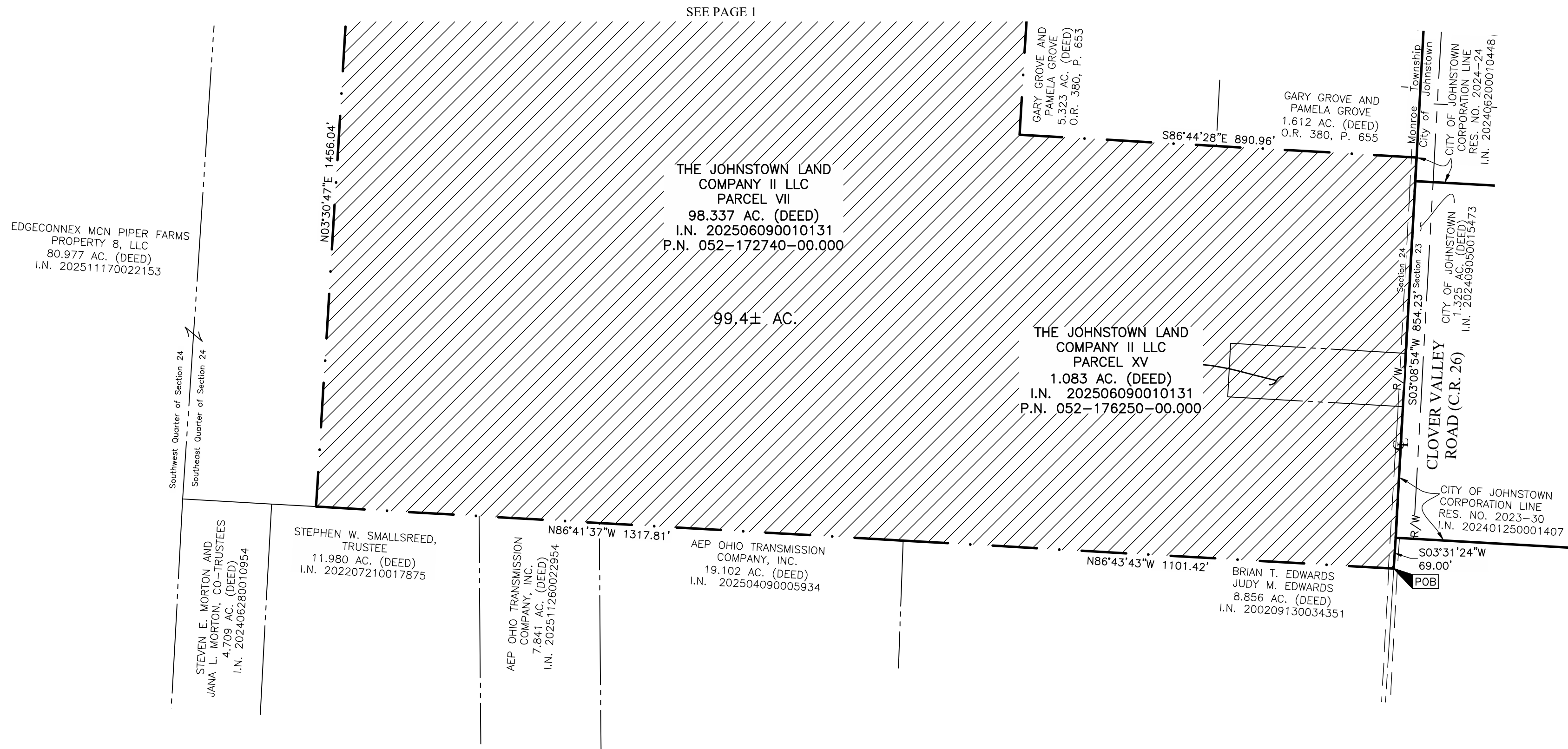
ANNEXATION OF 99.4± ACRES

TO THE CITY OF JOHNSTOWN FROM THE TOWNSHIP OF MONROE

SECTION 24, QUARTER TOWNSHIP 3, TOWNSHIP 3, RANGE 15

UNITED STATES MILITARY DISTRICT

TOWNSHIP OF MONROE, COUNTY OF LICKING, STATE OF OHIO



 EMHT <small>Evans, Mechwart, Hambleton & Tilton, Inc. Engineers • Surveyors • Planners • Scientists 5500 New Albany Road, Columbus, OH 43054 Phone: 614.775.4500 Toll Free: 888.775.3648 emht.com</small>	Date: February 11, 2026
	Scale: 1" = 200'
	Job No: 2026-0032
	Sheet: 2 of 2
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RESOLUTION 2026-18

A RESOLUTION PROVIDING FOR MAINTENANCE OF A CERTAIN PORTION OF CLOVER VALLEY ROAD

WHEREAS, Aaron Underhill, David Hodge, and Eric Zartman of the law firm of Underhill & Hodge LLC, Agents for Petitioner, have submitted a Petition for Annexation to the Licking County Commissioners, requesting the annexation of 99.4+/- acres to the City of Johnstown from Monroe Township, with such acreage being described in Exhibit A attached hereto; and

WHEREAS, the boundary of the property being annexed segments certain portions of Clover Valley Road between the City of Johnstown corporation line and Green Chapel Road; and

WHEREAS, the City has determined that it would be in the best interests of the property being annexed and of all parties concerned to clarify, and provide for, maintenance responsibilities for the entire road located within the area of the property being annexed.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Johnstown, State of Ohio:

Section 1. That, as of the effective date of the completed annexation of the property described on Exhibit A, the City of Johnstown will be solely responsible for paving, striping, drainage, installation and maintenance of the traffic control devices, and snow removal of the full width of, that portion of Clover Valley Road lying between the City of Johnstown corporation line and the centerline of Green Chapel Road (the “Maintained Roadway”).

Section 2. That, the City of Johnstown hereby undertakes to save and hold harmless Licking County and the employees (as defined in R.C.2744.01(B)) of Licking County from and against any and all suits, claims, demands, costs, damages, counsel fees, charges, liabilities and expenses whatsoever which Licking County may at any time sustain or incur or become liable for by reason of, or in consequence of, injury or death to person or property arising from the City’s maintenance of, failure to properly maintain, the Maintained Roadway.

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 from 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/Vote: March 3, 2026

By: _____

Mayor Tiffany Hollis

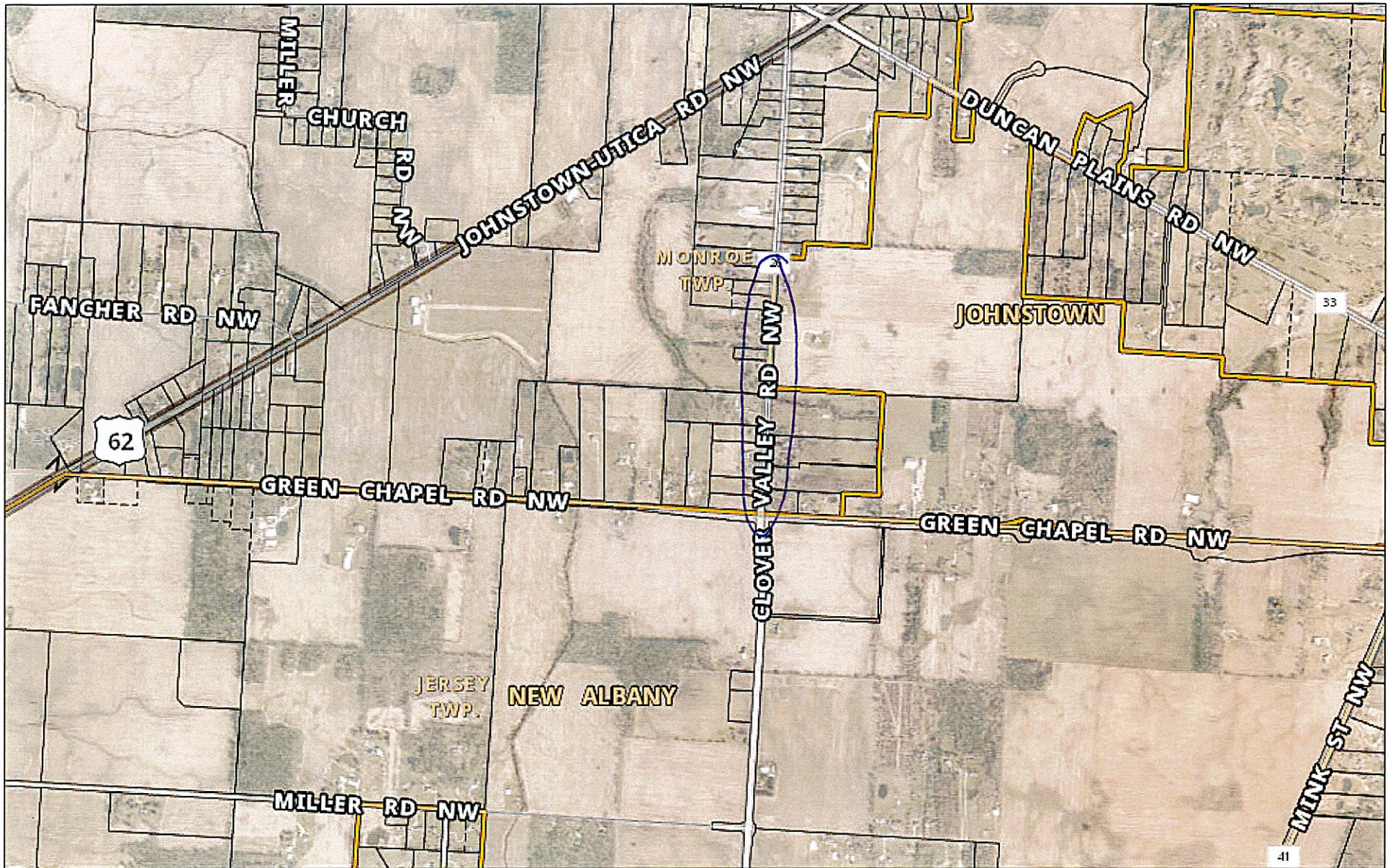
ATTEST TO:

APPROVED AS TO FORM:

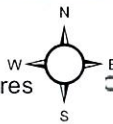
Teresa Monroe, Clerk of Council

Yazan Ashrawi, Law Director

OnTrac Property Map



February 25, 2026



- | | | | | |
|---------------------------|-----------------|------------------------|--|---------------------------|
| Owner Name & Acres | County Road | Driveway | | Jurisdictional Townships |
| Centerline Labels | Township Road | Interstates | | Historical Townships Line |
| Interstate/US/State Route | Other Road Type | Municipal Corporations | | County Boundary |

LICKING COUNTY TAX MAP



RESOLUTION 2026-19

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A LEASE AMENDMENT WITH AMERICAN LEGION POST 254

WHEREAS, On May 20, 2014, City Council passed Resolution 14-25 approving a lease agreement with American Legion Post 254 for the “Rec Center” building located at 180 West Maple Street; and

WHEREAS, upon the review and recommendation of the Facilities Committee, City Council approves of the proposed amendments to the original lease shown in **Exhibit A** attached; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Johnstown, State of Ohio:

Section 1. City Council hereby accepts and approves the amended Lease Agreement attached hereto as **Exhibit A**; and

Section 2. City Council authorizes and directs the City Manager to sign this Agreement on behalf of City Council; and

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 where meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code and the Charter for the CITY OF JOHNSTOWN.

Date of Introduction/Public Hearing/Vote: March 3, 2026

By: _____

Mayor Tiffany Hollis

ATTEST TO:

APPROVED AS TO FORM:

Teresa Monroe, Clerk of Council

Yazan Ashrawi, Law Director

FIRST AMENDMENT TO LEASE

This FIRST AMENDMENT TO LEASE (this "First Amendment") is made and entered into as of _____, 202~~6~~⁵, by and between THE CITY OF JOHNSTOWN, LICKING COUNTY, OHIO (formerly known as the Village of Johnstown, Ohio), an Ohio municipal corporation ("Lessor"), and AMERICAN LEGION POST #254, INC., an Ohio non-profit corporation ("Lessee").

WHEREAS, Lessor and Lessee entered into that certain Lease dated effective as of May 28, 2014, (the "Lease"), providing for the lease of real property and improvements located at 180 West Maple Street, Johnstown, Ohio 43031 (the "Premises"), as more particularly described therein; and

WHEREAS, Lessor and Lessee desire to amend the Lease, as hereinafter set forth.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessee and Lessor hereby amend the Lease as follows:

Section 1 of the Lease is hereby deleted in its entirety and replaced with:

1. **LEASED PREMISES**: The "Leased Premises" shall consist of a portion of Lessor's property commonly known as 180 West Maple Street, Johnstown, Ohio 43031, consisting of the Recreation Center Building, and surrounding land and improvements, all as shown on the map attached hereto as Exhibit A.

Section 4 of the Lease is hereby deleted in its entirety and replaced with:

4. **LESSOR'S RIGHT TO RELOCATE LESSEE**: ~~On or after October 1, 2055,~~ Lessor shall have the right, at Lessor's expense, to relocate Lessee to other substantially similar premises in Johnstown, Ohio ("New Premises"), at the same rental rate and according to the same terms of the Lease. In the event Lessor elects to exercise the right of relocation, Lessor shall deliver written notice to Lessee identifying the location of the proposed New Premises, ~~and providing Lessee not less than ninety (90) days to relocate to the New Premises. At the conclusion of the ninety (90) days, all of Lessee's rights to the Leased Premises shall terminate. Within thirty (30) days of receipt of the aforementioned notice, Lessee shall deliver to Lessor a written statement of the total cost of all improvements/renovations to the Premises incurred by Lessee after the date of execution of this First Amendment, attaching all paid invoices for said improvements/renovations. As a condition precedent to Lessee's obligation to relocate under this Section, Lessor must compensate Lessee based upon either the total cost of all Lessee's improvements/renovations to the Premises, or Three Hundred Thousand Dollars (\$300,000.00), whichever is less, according to the depreciation schedule below, the timeline for which is based on the anniversary of the full execution of this First Amendment.~~

<u>Year 1</u>	<u>100%</u>
<u>Year 2</u>	<u>96%</u>
<u>Year 3</u>	<u>92%</u>
<u>Year 4</u>	<u>88%</u>
<u>Year 5</u>	<u>84%</u>
<u>Year 6</u>	<u>80%</u>
<u>Year 7</u>	<u>76%</u>
<u>Year 8</u>	<u>72%</u>
<u>Year 9</u>	<u>68%</u>
<u>Year 10</u>	<u>64%</u>
<u>Year 11</u>	<u>60%</u>
<u>Year 12</u>	<u>56%</u>
<u>Year 13</u>	<u>52%</u>
<u>Year 14</u>	<u>48%</u>
<u>Year 15</u>	<u>44%</u>
<u>Year 16</u>	<u>40%</u>
<u>Year 17</u>	<u>36%</u>
<u>Year 18</u>	<u>32%</u>
<u>Year 19</u>	<u>28%</u>
<u>Year 20</u>	<u>24%</u>
<u>Year 21</u>	<u>20%</u>
<u>Year 22</u>	<u>16%</u>
<u>Year 23</u>	<u>12%</u>
<u>Year 24</u>	<u>8%</u>
<u>Year 25</u>	<u>4%</u>
<u>Year 26</u>	<u>0%</u>

By way of example, if Lessee spends \$100,000 on renovations to the Premises, and Lessor issues its notice to relocate Lessee within the first year after execution of this First Amendment, Lessor must pay to Lessee \$100,000 to exercise its right to relocate Lessee. As another example, if Lessee spends \$100,000 on renovations to the Premises, and Lessor issues its notice to relocate Lessee in year 10, Lessor must pay Lessee \$64,000 to exercise its right to relocate Lessee.

Lessee shall vacate the Premises within sixty (60) days of receiving compensation from Lessor as described above; or, if no compensation is due to Lessee, then Lessee shall vacate the Premises within ninety (90) days of receipt of Lessor's notice to relocate.

Section 8.A. of the Lease is hereby deleted in its entirety and replaced with:

- A. Lessee's members, guests, invitees, licensees, and sub-lessees shall be permitted to consume alcohol within the Leased Premises. Any alcohol usage on the Leased

Premises shall comply with all local laws regarding alcohol consumption on properties owned by the City of Johnstown. Lessee shall be permitted to acquire a liquor license/permit through the Ohio Division of Liquor Control (“ODLC”) to sell alcohol to members, guests, invitees, licensees, and sub-lessees. Lessee shall comply with all statutes, rules, regulations and other requirements of the ODLC pertaining to any such license/permit. Lessee shall not operate a bar in the Leased Premises which is open to the public. No smoking shall be permitted inside the Recreation Center Building.

Section 8.C. of the Lease is hereby deleted in its entirety and replaced with:

- C. Lessee will not in any way assign or transfer this Lease, or any interest therein, without the express prior written consent of Lessor. However, notwithstanding the foregoing, Lessee may sublet all or part of the Leased Premises to sub-lessees on a short-term basis for events (“Short-Term Rentals”). Any Short-Term Rental shall be for a period no longer than five (5) days. In the event Lessee wishes to sublet all or part of the Leased Premises for periods longer than five (5) days, Lessee shall seek approval of Lessor, which approval Lessor shall not unreasonably withhold.

Lessee shall require sub-lessees to execute a written agreement (a copy of which Lessee shall provide to Lessor upon request) related to such Short-Term Rentals including the following rules regarding alcohol consumption:

No alcohol may be served after 12:00am

All alcohol must be consumed within the Leased Premises / New Premises

Sub-lessee is responsible for ensuring no person is over-served

Sub-lessee must deposit an additional \$1,000 refundable cleaning deposit

Section 8.K. of the Lease is hereby deleted in its entirety and replaced with:

- K. Lessee agrees to procure and maintain in force during the term of this Lease and any extension or renewal hereof, at Lessee’s expense, with an insurance company approved by Lessor, comprehensive general liability insurance, in the amount of One Million Dollars (\$1,000,000.00) in the aggregate, and property damage insurance in the amount of Seven Hundred Fifty Thousand Dollars (\$750,000.00) in the aggregate. Every five (5) years Lessee shall provide a certificate of insurance to Lessor, or upon Landlord’s request. Lessor and Lessee hereby waive all causes of action and rights of recovery against each other and their respective agents, employees, licensees and invitees for any injury to or death of any person, or loss or damage occurring to the Premises, or the improvements, fixtures or other personal property located in or about the Premises resulting from any perils covered by insurance, regardless of the cause or origin of such loss or damage (including without limitation the negligence of either party or their respective agents, employees, licensees and invitees), to the extent of any recovery on or under any policy or policies of insurance, provided that said insurance will not be invalidated in whole or in part by reason thereof.

All other terms and provisions of the Lease are ratified, shall remain unchanged and shall continue in full force and effect. Should any provisions of this First Amendment conflict

with the Lease, the provisions of this First Amendment shall control.

All capitalized terms not otherwise defined herein shall have the same meaning given such terms in the Lease.

This First Amendment may be executed in any number of counterparts, each of which shall for all purposes be deemed to be an original, and all of which are identical. Facsimile and/or electronic signatures appearing hereon shall be also deemed original.

[signatures on following page]

DRAFT

LESSEE:

American Legion Post #254, Inc., an Ohio non-profit corporation

By: _____

Name: _____

Title: _____

STATE OF _____)

) ss:

COUNTY OF _____)

BEFORE ME, a Notary Public in and for said County and State, personally appeared _____, the _____ of American Legion Post #254, Inc., an Ohio non-profit corporation, who acknowledged that he did sign the foregoing instrument and that the same is his voluntary act and deed and that he had full authority to sign on behalf of said company.

IN TESTIMONY HEREOF, I have hereunto set my hand and official seal this day of _____, 202__.

NOTARY PUBLIC



RESOLUTION 2026-20

RESOLUTION TO APPROVE A CONTRACT WITH MANAGEMENT ADVISORY GROUP LLC FOR INTERIM CITY MANAGER SERVICES

WHEREAS, City of Johnstown Charter Section 5.01 authorizes City Council to appoint a City Manager, who serves at the pleasure of Council subject to the City Charter; and

WHEREAS, City Council seeks to appoint an Interim City Manager until the full-time City Manager search has been completed; and

WHEREAS, The Management Advisory Group, LLC has presented a proposed Agreement for Interim Manager Services; and

WHEREAS, City Council finds it to be in the best interest of the City to enter into this Agreement and to engage the services of the Management Advisory Group, LLC for Interim City Manager Services;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Johnstown, State of Ohio:

Section 1. City Council hereby accepts and approves the Management Advisory Group, LLC's Agreement for Interim City Manager Services, attached hereto as **Exhibit A**; and

Section 2. City Council authorizes and directs the Acting City Manager to sign this Agreement on behalf of City Council, and to communicate the same to Management Advisory Group, LLC; and

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 from 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/Vote: March 3, 2026

By: _____

Mayor Tiffany Hollis

ATTEST TO:

APPROVED AS TO FORM:

Teresa Monroe, Clerk of Council

Yazan Ashrawi, Law Director



Management Advisory Group LLC

Trusted Advisors to Local Government

February 25, 2026

The Honorable Tiffany Hollis
Mayor
City of Johnstown
599 South Main Street
Johnstown, Ohio 43031

SUBJECT: Proposal for Interim Executive Services

Dear Mayor Hollis:

The Management Advisory Group LLC (MAG) is pleased to submit to you this proposal for interim executive services for the City of Johnstown

Project Overview:

The City of Johnstown desires to procure the services of an interim City Manager to administer and direct the operations of the City until the appointment of a permanent City Manager is made. MAG shall engage, deploy, and compensate _____ to serve as the Interim City Manager and shall make available other firm expertise and resources to assist _____ as needed.

The following duties shall be performed by _____ as the Interim City Manager:

- Provide overall direction and management oversight for the departmental operations for the City, including but not limited to Police, Service, Utilities, Parks & Recreation, Planning & Development, and Finance.
- Coordinate implementation of administrative and Council authorized services, policies and programs through the City's management team.

Management Advisory Group, P.O. Box 1915 Westerville, Ohio 43086

- Work closely with the Mayor and City Council in developing Council meeting agendas and related legislation.
- Administer the budget in accordance within the policies and procedures of the City and applicable provisions of the Ohio Revised Code.
- Ensure compliance with and enforcement of the Charter, laws, ordinances, policies and procedures of the City of Johnstown.
- Foster a culture of problem-solving by working collaboratively on challenges affecting the organization, and demonstrating accessibility and approachability for the Mayor, Council, staff, and citizens of the community.

It is understood that while an on-site presence in the office is expected as necessary for the effective administration of the City, _____ may elect to work off-site for a limited number of hours per week (not to exceed 8) with prior notification being given to the Mayor & Council not less than 24 hours in advance of said off-site work. It shall be incumbent upon _____ to advise relevant members of the management team when working off-site is planned for the sake of work coordination and accountability.

The City will supply to MAG/_____ the following resources:

- An office within designated City offices
- Access to all enterprise resource and planning software necessary to perform the role of City Manager including but not limited to personnel files, payroll, budget/accounting software, email systems, and all other relevant hardware and software
- All relevant documents in support of the administration and management process including but not limited to budgets, capital improvement plans, job descriptions, HR software or files pertaining to personnel evaluations, collective bargaining agreements, compensation and classification schemes and/or studies, and other relevant planning documents.

Project Start Date:

The project is proposed to have a start date of _____.

Project Fees:

This proposal is based on an average of 40 hours per week at a rate of \$150.00/hour until the position has been permanently filled (approximately 16 weeks from the start date of services). This fee is inclusive of travel expenses and commute time; the City shall only pay for actual hours worked.

Billing will be made twice monthly, the first being after the close of the first half of the month and the second immediately following the second half of the month with payment due within 15 days of receipt.

We look forward to working with the City of Johnstown on this project and will gladly answer any questions you may have regarding this proposal.

I hereby accept this proposal and authorize the work as specified herein:

Tiffany Hollis, Mayor
City of Johnstown, Ohio

Date

Sincerely,



David A. Collinsworth
Managing Partner
Management Advisory Group, LLC.



RESOLUTION 2026-21

THE FOLLOWING FINAL RESOLUTION ENACTED BY THE CITY OF JOHNSTOWN, OHIO, HEREINAFTER REFERRED TO AS THE LEGISLATIVE AUTHORITY/LOCAL PUBLIC AGENCY OR "LPA", IN THE MATTER OF THE STATED DESCRIBED PROJECT.

PID No. 101718

WHEREAS, on the 15th day of October 2024, the LPA enacted Resolution 2024-39 proposing cooperation with the Director of Transportation for the described project:

The project consists of resurfacing improvements to Main Street (S.R. 37) with the installation of a northbound right turn lane and improvements to the intersections of Main Street (S.R. 37) and Leafy Dell Road/Pershing Drive including resurfacing, curb ramp, combination curb and gutter, sidewalk, traffic signal installation and upgrades, signage, and pavement markings, lying within the City of Johnstown; and

WHEREAS, the LPA shall cooperate with the Director of Transportation in the above described project as follows:

The City agrees to assume and bear one hundred percent (100%) of the entire cost of the improvement within the city limits, less the amount of Federal-Aid funds set aside by the Director of Transportation for the financing of this improvement from funds allocated by the Federal Highway Administration, U. S. Department of Transportation.

The share of the cost of the LPA is now estimated in the amount of **Three Hundred Forty-Four Thousand Three Hundred Seventy-Four and - - - 00/100 Dollars, (\$344,374.00)**, but said estimated amount is to be adjusted in order that the LPA's ultimate share of said improvement shall correspond with said percentages of actual costs when said actual costs are determined; and

WHEREAS, The Director of Transportation has approved said legislation proposing cooperation and has caused to be made plans and specifications and an estimate of cost and expense for improving the above described highway and has transmitted copies of the same to this legislative authority; and

WHEREAS, The LPA desires the Director of Transportation to proceed with the aforesaid highway improvement.

NOW, THEREFORE, BE IT RESOLVED

- I. That the estimated sum, of **Three Hundred Forty-Four Thousand Three Hundred Seventy-Four and - - - 00/100 Dollars, (\$344,374.00)** is hereby appropriated for the improvement described above and the fiscal officer is hereby authorized and directed to issue an order on the treasurer for said sum upon the requisition of the Director of Transportation to pay the cost and expense of said improvement. We hereby agree to assume in the first instance, the share of the cost and expense over and above the amount to be paid from **Federal** funds.

- II. That the LPA hereby requests the Director of Transportation to proceed with the aforesaid highway improvement.
- III. That the LPA enter into a contract with the State, and that the **City Manager** be, and is hereby authorized to execute said contract, providing for the payment of the LPA the sum of money set forth herein above for improving the described project.
- IV. That the LPA transmit to the Director of Transportation a fully executed copy of this Resolution.
- V. 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 from 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/Vote: March 3, 2026

By: _____

Mayor Tiffany Hollis

ATTEST TO:

APPROVED AS TO FORM:

Teresa Monroe, Clerk of Council

Yazan Ashrawi, Law Director



RESOLUTION 2026-22

RESOLUTION TO APPROVE AN AGREEMENT FOR ON-CALL PLANNING AND ZONING SERVICES

WHEREAS, City Council seeks to enter into an agreement with a third-party for on-call planning and zoning services until positions are filled for City Planner and Code Enforcement; and

WHEREAS, American Structurepoint has presented a proposed Agreement for these Services; and

WHEREAS, City Council finds it to be in the best interest of the City to enter into this Agreement and to engage the services of American Structurepoint for On-Call Planning and Zoning Services; and

WHEREAS, City Council authorizes the Acting City Manager to sign the agreement attached with American Structurepoint and;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Johnstown, State of Ohio:

Section 1. City Council hereby accepts and approves the American Structurepoint Agreement for On-Call Planning and Zoning Services, attached hereto; and

Section 2. City Council authorizes and directs the Acting City Manager to sign this Agreement on behalf of City Council, and to communicate the same to American Structurepoint; and

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 from 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/Vote: March 3, 2026

By: _____

Mayor Tiffany Hollis

ATTEST TO:

APPROVED AS TO FORM:

Teresa Monroe, Clerk of Council

Yazan Ashrawi, Law Director



March 2, 2026

Mr. David D. Delande
Acting City Manager
City of Johnstown
599 S. Main Street
Johnstown, Ohio 43031

Re: On-Call Planning and Zoning Services – Part-time Planning, Zoning, Site Plan Review, Permit Compliance Review, and Projects within the City of Johnstown

Dear Mr. Delande:

American Structurepoint, Inc., is excited to provide the following proposal for part-time on-call planning, zoning, site plan review, permit compliance review, and related applications and developer projects within the City of Johnstown. American Structurepoint is prepared to provide the detailed services outlined below for the project. In the event that revisions to these services are needed, American Structurepoint will contact you immediately to discuss any necessary modifications.

PROJECT DELIVERABLES

1. Permit Submittal Processing

- a. American Structurepoint planning staff will be available as needed via phone or Teams/Zoom to discuss parameters of the project and provide interpretation of submitted plans. City of Johnstown shall provide our staff with all submitted plans and specifications for each project.
- b. Review submitted zoning permits for conformance with the applicable zoning standards of the underlying zoning district generally within three weeks of receipt of the zoning permit review.
- c. Provide a written comment letter to the City of Johnstown identifying permit items found on the submitted site plans that are not in compliance with the underlying zoning district on the parcel which the permit is submitted.
- d. Attend review and applicant consultation meetings as needed (in person or virtual).

2. Zoning Applications / Staff Support for Planning and Zoning Meetings

- a. American Structurepoint planning staff will be available to review zoning related applications including, but not limited to zoning map amendments, zoning ordinance text amendments, zoning variances, plats of subdivisions, conditional uses. The City of Johnstown shall provide our staff with all submitted plans and specifications for each project.

- b. Review submitted zoning applications for conformance with the applicable zoning standards of the underlying zoning district generally within three weeks of receipt of the completed zoning application.
 - c. Provide a written comment letter / staff report to the City of Johnstown identifying items found on the submitted zoning application that are not in compliance with the underlying zoning district on the parcel which the application is submitted.
 - d. Attend review and applicant consultation meetings as needed.
 - e. Prepare written materials and reports requested by the City of Johnstown related to application for Planning and Zoning Commission and City Council Meetings.
 - f. If requested by the City of Johnstown, attend Planning and Zoning Commission and City Council Meetings.
 - g. If requested by the City of Johnstown, provide follow-up review of resubmitted zoning applications intended to satisfy comments and issues identified as part of previous reviews.
3. Design Review Applications / Board Meetings
- a. American Structurepoint planning staff will be available to review applications submitted under Chapter 1187 - Design Review.
 - b. Review submitted design review applications for conformance with the applicable design guidelines and standards generally within three weeks of receipt of a completed design review application.
 - c. Provide a written comment letter / staff report to the City of Johnstown identifying items found on the submitted design review application that are not in compliance with the applicable regulations on the parcel which the application is submitted.
 - d. Prepare written materials and reports requested by the City of Johnstown related to design review application for the Design Review Board.
 - e. If requested by the City of Johnstown, attend Design Review Board meetings.
 - f. If requested by the City of Johnstown, provide follow-up review of resubmitted zoning applications intended to satisfy comments and issues identified as part of previous reviews.
4. Communication to Applicants / Review of Code Compliance
- a. American Structurepoint staff will be available to review and provide information to applicant(s) on a formal zoning or design review application as to the process and steps involved in the respective process.
 - b. Our planning staff will be available to provide information and written reviews to the City of Johnstown for compliance or compliant-based enforcement actions needed, but will not directly interact with the applicant or recipient of a code enforcement violation to determine the steps necessary to remedy the violation. See exclusions below for further details.

EXCLUSIONS

As American Structurepoint is a third-party providing services on behalf of the city, there are some functions inherent to City operations that are unable to be accommodated in these on-call planning services. The items listed below are specifically excluded from these on-call planning services:

1. Regular on-site staffing / providing staff in-house
 - a. Other than attendance at requested meetings, American Structurepoint will not provide staff to be present at city facilities on a regular / on-call basis.
 - b. American Structurepoint will not answer direct inquiries from the public, these requests shall be submitted to the City Clerk and then provided to the American Structurepoint team.
2. On-site Code Enforcement or Site Inspections
 - a. American Structurepoint will not provide inspection or code enforcement services. See Project Deliverables,4.a., above for extent of services to be provided.
 - b. Actions needed to remedy any identified non-compliances shall be determined by the City and the Applicant. American Structurepoint will not facilitate

American Structurepoint will perform these services in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. American Structurepoint’s services are intended for the sole benefit of the City of Johnstown and are not intended to create any rights or benefits for any other parties. American Structurepoint shall not be responsible for the acts or omissions of the Applicant, Owner, Architect, Land Planner, Contractor and Subcontractors, and their respective agents and employees, or any other persons or entities performing work on the project who are not under the direct control or authority of American Structurepoint.

COMPENSATION

Compensation for services rendered, including travel time and mileage to and from the site, will be as indicated below and invoiced monthly based on the actual number of hours worked. Full payment of invoices is due within 30 days from invoice date. American Structurepoint will notify the City of Johnstown when there is approximately \$5,000 (10%) remaining in the contract to discuss transition of services.

Part-time On-Call Planning Services (hourly, not to exceed) \$50,000

Hourly Rates:

Group Leader:	\$300/hour
Project Manager:	\$200/hour
Senior Planner:	\$175/hour
Staff Planner:	\$115/hour
Mileage:	\$0.725/mile

Mr. David D. Delande

March 2, 2026

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David, we thank you for this opportunity and look forward to working with you to provide these on-call services. The fees for services contained in this proposal are valid for the duration of this contract up to the not to exceed amount. We are prepared to begin work providing these on-call services after mutual negotiation of the contract prepared by the City.

If you have any questions, please feel free to contact us at (614) 901-2235.

Sincerely,

American Structurepoint, Inc.

A handwritten signature in cursive script that reads "Matthew O'Rourke".

Matthew O'Rourke, AICP

Planning and Economic Development Group Leader

MPO:mma

**SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

Throughout this Agreement, Owner is read to be Client.
Throughout this Agreement, Engineer is read to be Consultant.

THIS IS AN AGREEMENT effective as of the date of the latest required signature below (“Effective Date”) between City of Johnstown (“Owner”) and American Structurepoint, Inc. (“Engineer”).

Owner’s Project, of which Engineer’s services under this Agreement are a part, is generally identified as follows: On-Call Planning and Zoning Services – Part Time Planning, Zoning, Site Plan Review, Permit Compliance Review, and Projects (“Project”).

Engineer’s services under this Agreement are generally identified as follows: Please see Engineer’s fee proposal dated March 2, 2026 (“Services”).

Owner and Engineer further agree as follows:

1.01 *Basic Agreement and Period of Service*

- A. Engineer shall provide or furnish the Services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above (“Additional Services”).
- B. Engineer shall complete its Services within a reasonable period of time.
- C. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer’s Services is impaired, or Engineer’s Services are delayed or suspended, then the time for completion of Engineer’s Services, and the rates and amounts of Engineer’s compensation, shall be adjusted equitably, **as outlined below in Part 5.01.O.**

2.01 *Payment Procedures*

- A. *Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer’s invoice, then (1) the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and (2) in addition Engineer may, after giving seven days written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- B. *Payment:* As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in Paragraphs 2.01, 2.02 (Services), and 2.03 (Additional Services). If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in

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writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

2.02 *Basis of Payment*

- A. Owner shall pay Engineer for Services as follows:
 - 1. An amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class, plus Engineer's consultants' charges, if any, not to exceed \$50,000.
 - 2. Engineer's Standard Hourly Rates are included in Engineer's proposal dated March 2, 2026.
 - 3. **Engineer shall notify Owner when there is approximately \$5,000 (10%) remaining in the contract to discuss transition of services.**
- B. Mileage shall be billed at \$0.725/mile.

2.03 *Additional Services:* For Additional Services, Owner shall pay Engineer ~~an amount equal to the cumulative hours charged in providing the Additional Services by each class of Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services and Engineer's consultants' charges, if any. Engineer's standard hourly rates are attached as Appendix 1.~~ **a fee to be negotiated at the time such Additional Services are requested.**

3.01 *Termination*

- A. The obligation to continue performance under this Agreement may be terminated:
 - 1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.
 - b. By Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's Services are delayed for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 5.01.i.
 - c. Engineer shall have no liability to Owner on account of a termination for cause by Engineer.
 - d. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such

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substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.

B. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all Services and Additional Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and Additional Services, and Engineer's consultants' charges, if any.

4.01 *Successors, Assigns, and Beneficiaries*

A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

5.01 *General Considerations*

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards. **The Owner shall furnish, at the Owner's expense, all information, requirements, reports, data, surveys and instructions required by this Agreement. The Engineer may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. The Engineer shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the Owner, consultants or contractors which the Owner requires Engineer to hire, and/or the Owner's consultants and contractors.**

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- B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to such Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
- D. Engineer's opinions (if any) of probable construction cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.
- E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by Engineer or its consultants.
- F. ~~All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the documents and subject to the following limitations:~~
 - 1. ~~Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;~~
 - 2. ~~any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants;~~
 - 3. ~~Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and~~
 - 4. ~~such limited license to Owner shall not create any rights in third parties.~~

- G. Owner and Engineer may transmit, and shall accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to **\$50,000** or the total amount of compensation received by Engineer, whichever is greater.
- I. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.
- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
- K. This Agreement is to be governed by the law of the state in which the Project is located.
- L. Engineer's Services and Additional Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.
- M. If the Project or the Engineer's services are suspended by the Owner for more than thirty (30) calendar days, consecutive or in the aggregate, over the term of this Agreement, the Engineer shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, the Owner shall compensate the Engineer for expenses incurred as a result of the suspension and resumption of its services, and the Engineer's schedule and fees for the remainder of the Project shall be equitably adjusted.**

If the Engineer's services are suspended for more than ninety (90) days, consecutive or in the aggregate, the Engineer may terminate this Agreement upon giving not less than five (5) calendar days' written notice to the Owner.

If the Owner is in breach of the payment terms or otherwise is in material breach of this Agreement, the Engineer may suspend performance of services upon seven (7) calendar days' notice to the Owner. The Engineer shall have no liability to the Owner, and the Owner agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by the Owner. Upon receipt

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of payment in full of all outstanding sums due from the Owner, or curing of such other breach which caused the Engineer to suspend services, the Engineer shall resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

6.01 *Total Agreement*

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

7.01 *Definitions*

- A. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and consultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner’s work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
- B. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

Attachments:

Engineer’s Proposal Letter dated March 2, 2026

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: City of Johnstown

Engineer: American Structurepoint, Inc.

By: _____

By: _____

Print name: _____

Print name: _____

Title: _____

Title: _____

Date Signed: _____

Date Signed: _____

Engineer License or Firm's Certificate No. (if required):

State of: Indiana

Address for Owner's receipt of notices:
City of Johnstown
599 S. Main Street
Johnstown, Ohio 43031

Address for Engineer's receipt of notices:
Cash E. Canfield
9025 River Road, Suite 200
Indianapolis, Indiana 46240