



Regular Council Meeting
Tuesday, March 2, 2021 - 6:30 PM
AGENDA

1. Call to Order
2. Roll Call
3. Invocation - Ms. Hendren
4. Pledge of Allegiance
5. Action on Minutes
 - a. February 16, 2021
6. Citizen comments on matters not on the agenda
7. Council Committee reports
 - a. **Planning & Zoning:** Met 2/23/21; Next 3/4/21 Special Meeting @ 6:00 pm Virtual and 3/9/21 Regular @ 6:30 pm Hybrid
 - b. **Safety & Service:** 3/2/21; Next 4/6/21 @ 5:00 pm Hybrid
 - c. **Finance:** Met 2/16/21 draft minutes attached; Next 3/3/21 Special @ 5:00 pm Virtual and 3/16/21 Regular @ 5:00 pm Hybrid
 - d. **Economic Development:** 2/4/21 canceled; Next 3/4/21 @ 10:00 am Virtual
 - e. **Park & Rec:** Met 2/11/21 updated last time; Next 3/11/21 @ 10:00 am Virtual
 - f. **Events Committee:** Met 2/26/21; Next TBD
8. Director Reports
 - a. Service Department: Water, Wastewater, Street
 - b. Village Manager
9. Tabled Legislation - N/A
10. Public Hearings of Legislation
 - a. **ORDINANCE 06-2021** AN ORDINANCE AMENDING ORDINANCE 34-20, THE ANNUAL APPROPRIATION ORDINANCE OF THE VILLAGE OF JOHNSTOWN TO APPROVE NECESSARY CHANGES OF APPROPRIATIONS. *Introduced February 16, 2021*
 - b. **ORDINANCE 07-2021** AN ORDINANCE ADOPTING WAGE AND SALARY STRUCTURES FOR THE VILLAGE OF JOHNSTOWN. *Introduced February 16, 2021*

- c. **RESOLUTION 2021-06** A RESOLUTION AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO AN AGREEMENT WITH THE STATE OF OHIO, DEVELOPMENT SERVICES AGENCY AND ACCEPT A GRANT FOR PUBLIC ROADWORK IMPROVEMENTS.
- d. **RESOLUTION 2021-07** A RESOLUTION AUTHORIZING THE VILLAGE MANAGER TO ADVERTISE FOR PROPOSALS FOR THE SPORTSMANS CLUB ROAD INTERSECTION IMPROVEMENT.

11. Introduction of Legislation

- a. **ORDINANCE 08-2021** AN ORDINANCE AMENDING ORDINANCE 34-20, THE ANNUAL APPROPRIATION ORDINANCE OF THE VILLAGE OF JOHNSTOWN TO APPROVE NECESSARY CHANGES OF APPROPRIATIONS.

12. Other Business

13. Adjourn

Next Council Meeting March 16, 2021



Regular Council
Tuesday, February 16, 2021 - 6:30 PM
MINUTES

1. Call to Order

Mayor Chip Dutcher called to Order the Village of Johnstown Regular Council Meeting for February 16, 2021 at 6:32 PM.

2. Roll Call

Present - Mayor Chip Dutcher, Cheryl Robertson, Doug Lehner, Sharon Hendren, Benjamin Lee, Marvin Block, Carol Van Deest

Absent - None

Staff present - Jim Lenner - Village Manager, Abe Haroon - Chief of Police, Dana Steffan - Finance Director, Bailey Klimchak - Village Planner, Jim Blair - Zoning Inspector, Teresa Monroe - Clerk of Council

Public present - John Luke

3. Invocation - Mayor Dutcher

4. Pledge of Allegiance

5. Action on Minutes

a. February 2, 2021

ACTION: Benjamin Lee moved to Approve; Carol Van Deest seconded and the vote was as follows:

AYES: Mayor Dutcher, Cheryl Robertson, Doug Lehner, Marvin Block, Benjamin Lee, Sharon Hendren, Carol Van Deest

NOES: None

ABSTAIN: None

Passed 7 - 0

6. Citizen comments on matters not on the agenda

No public comments

7. Council Committee reports

- a. **Planning & Zoning:** Met 2/9/21 Special; 2/9/21 Regular; Next 2/23/21 @ 6:30 pm Hybrid
Special meeting was a work session for continued review of the Design Regulations.
Regular meeting was the zoning appeal hearing that the Commissioners heard;

Commissioners have forty five days to issue a written judgement.

- b. **Safety & Service:** Met 2/2/21 updated last time, draft minutes sent with packet; Next 3/2/21 @ 5:00 pm Hybrid
No new updates
- c. **Finance:** 2/16/21; Next 3/16/21 @ 5:00 pm Hybrid
No update on OPWC applications to date. Discussed PD and Council chambers security renovations; committee voted 3-0 in favor of progressing with the \$11,500 expenditure. Chief of Police update on condition of patrol car three; committee voted 3-0 in favor of purchasing a new cruiser for replacement this year. Discussion on additional labor for planning and zoning with respect to permits, approvals and code enforcement; committee in favor of moving forward with planning phase. Discussion on PD wage ordinance ranges; Committee requested Executive Session for discussion with full Council.

ACTION: Benjamin Lee moved to add Executive Session for discussion on compensation for Village employees as item number thirteen and also to suspend Council rules for twenty four hour notification; Cheryl Robertson seconded and the vote was as follows:

AYES: Cheryl Robertson, Doug Lehner, Marvin Block, Benjamin Lee, Sharon Hendren, Carol Van Deest, Chip Dutcher

NOES: None

ABSTAIN: None

Passed 7 - 0

Mr. Block confirmed that there would be no further funds spent on Cruiser number three.

- d. **Economic Development:** 2/4/21 cancelled; Next 3/4/21 @ 10:00 am Virtual
No new updates.
- e. **Park & Rec:** Met 2/11/21 minutes draft sent with packet; Next 3/11/21 @ 10:00 am Virtual
Carol Van Deest offered congratulations to the Johnstown Tree Commission and Village Planner for moving the village to Tree City status. Updated that the Nature works Grant is due by June 1st and committee is pursuing ideas. Dog park planning discussions are ongoing. A Boy Scout has been in touch with Mr. Blair about a project for a bench and bat houses at the Trailhead Park. Mr. Lenner has forwarded the Park District legislation and documents to the School Board and they have scheduled a work session to discuss on Monday at 6:30pm; he plans to attend.

8. Director Reports

a. Chief of Police

Chief Haroon reviewed his director report that was included with the packet. No additional

questions or comments.

b. Finance Director

Finance Director Dana Steffan reviewed her report that was sent with the packet. Mr. Lenner noted for Ms. Steffan that there would be a significant second bill to be paid in the next couple weeks for the Enterprise Center work. No additional updates.

9. Tabled Legislation - N/A

10. Public Hearings of Legislation

- a. **ORDINANCE 01-2021** AN ORDINANCE AMENDING SECTION 921.06 OF THE CODIFIED ORDINANCES OF JOHNSTOWN, OHIO IN ORDER TO SET WATER TAP AND CAPACITY FEES CHARGED BY THE VILLAGE OF JOHNSTOWN. *Introduced February 2, 2021*

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

Mr. Lenner stated that this is not increasing the monthly water and sewer rates; this is for fees related to new construction.

As this will be effective in thirty days, Mr. Blair said he wanted to be able to notify the developers and give them notice so they can incorporate it into their contracts for homes. Mr. Lenner noted that Ms. Monroe has the letter drafted and will send out to the appropriate builders.

ACTION:	Benjamin Lee moved to Approve; Doug Lehner seconded and the vote was as follows:
AYES:	Doug Lehner, Marvin Block, Benjamin Lee, Sharon Hendren, Carol Van Deest, Mayor Dutcher, Cheryl Robertson
NOES:	None
ABSTAIN:	None

Passed 7 - 0

- b. **ORDINANCE 02-2021** AN ORDINANCE AMENDING SECTION 925.035 OF THE CODIFIED ORDINANCES OF JOHNSTOWN, OHIO IN ORDER TO SET SEWER TAP AND CAPACITY FEES CHARGED BY THE VILLAGE OF JOHNSTOWN. *Introduced February 2, 2021*

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

Second reading and no debate by Council.

ACTION: Sharon Hendren moved to Approve; Carol Van Deest seconded and the vote was as follows:
AYES: Marvin Block, Benjamin Lee, Sharon Hendren, Carol Van Deest Chip Dutcher, Cheryl Robertson, Doug Lehner
NOES: None
ABSTAIN: None

Passed 7 - 0

- c. **ORDINANCE 03-2021** AN ORDINANCE AMENDING ORDINANCE 34-20, THE ANNUAL APPROPRIATION ORDINANCE OF THE VILLAGE OF JOHNSTOWN TO APPROVE NECESSARY CHANGES OF APPROPRIATIONS. *Introduced February 2, 2021*

Finance Director Dana Steffan said this appropriates the salt temple monies that were approved in 2020 and not carried forward to 2021. The computer is a desk top for Mayor's Court not included in the budget, funds are available and this would appropriate the funds.

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

Second reading and no debate by Council.

ACTION: Benjamin Lee moved to Approve; Cheryl Robertson seconded and the vote was as follows:
AYES: Ben Lee, Sharon Hendren, Carol Van Deest, Mayor Dutcher, Cheryl Robertson, Doug Lehner, Marvin Block
NOES: None
ABSTAIN: None

Passed 7 - 0

- d. **ORDINANCE 04-2021** AN ORDINANCE AMENDING THE ZONING MAP OF THE VILLAGE OF JOHNSTOWN. *Introduced February 2, 2021*

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

Second reading and no debate by Council.

ACTION: Carol Van Deest moved to Approve; Benjamin Lee seconded and the vote was as follows:
AYES: Sharon Hendren, Carol Van Deest, Mayor Dutcher, Cheryl Robertson, Doug Lehner, Marvin Block, Ben Lee
NOES: None

ABSTAIN: None

Passed 7 - 0

- e. **ORDINANCE 05-2021** AN ORDINANCE AMENDING THE ZONING MAP OF THE VILLAGE OF JOHNSTOWN. *Introduced February 2, 2021*

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

Second reading and no debate by Council.

ACTION: Sharon Hendren moved to Approve; Benjamin Lee seconded and the vote was as follows:

AYES: Carol Van Deest, Mayor Dutcher, Cheryl Robertson, Doug Lehner, Marvin Block, Benjamin Lee, Sharon Hendren

NOES: None

ABSTAIN: None

Passed 7 - 0

- f. **RESOLUTION 2021-04** AN ORDINANCE AUTHORIZING THE VILLAGE PLANNER TO APPLY FOR SAFE ROUTES TO SCHOOLS TRAVEL PLAN DEVELOPMENT ASSISTANCE THROUGH THE OHIO DEPARTMENT OF TRANSPORTATION.

Village Planner Bailey Klimchak said the village has begun an application for Safe Routes to Schools Travel Plan development assistance; ODOT would assign a consultant to assist in the development of an updated school travel plan. Ms. Klimchak asked for approval to allow her to complete the application and work with ODOT if the grant is received.

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

No debate by Council.

ACTION: Doug Lehner moved to Approve; Carol Van Deest seconded and the vote was as follows:

AYES: Mayor Dutcher, Cheryl Robertson, Doug Lehner, Marvin Block, Benjamin Lee, Sharon Hendren, Carol Van Deest

NOES: None

ABSTAIN: None

Passed 7 - 0

g. **RESOLUTION 2021-05** A RESOLUTION APPOINTING MEMBERS TO THE JOHNSTOWN EVENTS COMMITTEE.

Mayor Dutcher said he would like to table this tonight in order to discuss who should be on this committee. Ms. Robertson said she understood there would be three appointments of Council members and they would work on getting the other organizations involved. Mr. Lee said when he initially proposed this; his point was to formalize a committee mainly through which updates about fireworks could be discussed through Council. He said he had one member of the public reach out with interest and he also would like to be on the committee to continue his work of the last two years with the American Legion; then through the committee, would reach out to other groups for public involvement.

Mr. Block said the Events Committee is a good idea but thinks this gets Council involved in something that should be done by the public at large and will eventually come back on taxpayers and Council to support things financially; feels this should be more public than Council and asked why Council should pick up the slack for other organizations.

Mr. Lee submitted Janet Piper for appointed. Ms. Hendren submitted Doug Lehner who said he would be interested.

Appointees to the committee are Ben Lee, Doug Lehner and Janet Piper.

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

No further debate by Council.

ACTION:	Benjamin Lee moved to Approve; Doug Lehner seconded and the vote was as follows:
AYES:	Cheryl Robertson, Doug Lehner, Marvin Block, Benjamin Lee, Sharon Hendren, Carol Van Deest, Mayor Dutcher
NOES:	None
ABSTAIN:	None

Passed 7 - 0

Mr. Lee said he appreciates everybody's participation and involvement in the discussion. Currently the week of March 13th is the next fireworks meeting discussion; he will work to get committee up to speed.

11. Introduction of Legislation

- a. **ORDINANCE 06-2021** AN ORDINANCE AMENDING ORDINANCE 34-20, THE ANNUAL APPROPRIATION ORDINANCE OF THE VILLAGE OF JOHNSTOWN TO APPROVE NECESSARY CHANGES OF APPROPRIATIONS.

Dana Steffan said this is a request of the Village Manager for a new GIS mapping computer from the Right of Way Fund; the fund is sufficient to cover this \$3,000 appropriation.

Public Hearing and vote will take place on March 2, 2021

- b. **ORDINANCE 07-2021** AN ORDINANCE ADOPTING WAGE AND SALARY STRUCTURES FOR THE VILLAGE OF JOHNSTOWN.

Mayor Dutcher introduced the Ordinance and noted earlier discussion on going into Executive Session to discuss; there will be no action after, Public Hearing and vote will take place on March 2, 2021.

Executive Session to include members of Council, Village Manager, Police Chief and Finance Director.

ACTION: Doug Lehner moved to enter Executive Session to consider compensation for a public employee; Benjamin Lee seconded and the vote was as follows:
AYES: Doug Lehner, Marvin Block, Benjamin Lee, Sharon Hendren, Carol Van Deest, Chip Dutcher, Cheryl Robertson
NOES: None
ABSTAIN: None

Passed 7 - 0

Executive Session began at 7:25 p.m. and Council returned to regular session at 8:07 p.m.

12. Other Business

No further business.

13. Adjourn

ACTION: Mayor Dutcher moved to Adjourn; Doug Lehner seconded and all were in favor.
AYES: Chip Dutcher, Cheryl Robertson, Doug Lehner, Marvin Block, Benjamin Lee, Sharon Hendren, Carol Van Deest
NOES: None
ABSTAIN: None

Passed 7 - 0

Meeting adjourned at 8:07 p.m.

Next Council Meeting March 2, 2021



Finance Committee
Tuesday, February 16, 2021 - 5:00 PM
MINUTES

1. Call to Order

Committee Chair Benjamin Lee called the Finance Committee meeting for February 16, 2021 to order at 5:01 pm

Members Present - Ben Lee, Mayor Chip Dutcher, Cheryl Robertson
Absent - None

Staff present - Jim Lenner, Dana Steffan, Bailey Klimchak, Chief Haroon, Jim Blair, Teresa Monroe.

Public present - None

2. Action on Minutes

a. January 19, 2021

ACTION: Chip Dutcher moved to Approve; Cheryl Robertson seconded and all were in favor.

AYES: Benjamin Lee, Chip Dutcher, Cheryl Robertson

NOES: None

ABSTAIN: None

Passed 3 - 0

3. Finance Director

Finance Director report, Revenue and Expense report and Bank to Book Reconciliation report were submitted in the packet. Finance Director added that she was trying to get the financials done for the year and get them filed on time; noted a few things to book were missed in January but are noted on the reconciliation and will be booked in February. Ms. Robertson inquired on payroll direct deposit; Ms. Steffan said a few employees currently do not have but new employees are required to enroll. Ms. Robertson said that would be her recommendation as well, to avoid delays in reconciliation. Mr. Lee noted collected revenues are trending ahead of 2020.

Committee Goals

1. Multi-year CIP Plan; Manager to provide quarterly
2. Get Budget Stabilization Fund back to \$500,000
3. Keep water sewer & rate increase to less than five percent
4. Meet annual budget deadlines

4. Loan/Grant Updates

a. 0% Interest Loans

Mr. Lenner said there was no update yet on OPWC award. The zero percent loan process for the new water tower has been officially scrapped. Still working on the loan for the sanitary sewer on Jersey and currently the State Infrastructure Bank has our application and waiting on committee review. The grant for Project Mastodon came through and is a direct contribution to the village; will have the RFP out to secure an engineer for design, likely to be built next year. The grant for \$500,000 is in addition to the \$100,000 from ODOT Jobs and Commerce so we have \$600,000 of the one million.

b. OPWC Applications

Mr. Lee asked when to expect word on the OPWC applications; Mr. Lenner said it is not known. Mr. Lee said with respect to the General Fund and CIP, that as soon as there is indication from OPWC, there may be a need for a Special Finance Committee meeting to understand what was accepted and what wasn't and go through contingencies.

5. Review New Legislation

a. PD Wage Ordinance / Agenda Report

Chief Haroon reviewed his agenda report provided with the packet and his proposal to adjust the pay ranges for Police Department positions. Chief Haroon stated the wage ordinance passed last year did not reflect a raise for many department positions and with his review of other Police Department salaries would like to make adjustments to the pay ranges. He added that the proposal would not fiscally impact 2021 and in 2022 would be a very slight increase.

Chairman Lee said committee would like to hold an Executive Session at the end of tonight's Council meeting to specifically talk about wages and compensation for village employees as it relates to this ordinance update. Ms. Robertson agreed and added that all Council members should have a full understanding of the Ordinance prior to voting in two weeks. Mr. Lenner noted a suspension of Council Rules of Order would be needed to waive the 24 hour notice.

Mayor Dutcher asked if others were up against the top of their range and would the plan be to adjust all ranges. Ms. Steffan said there are a couple positions that are near the maximum right now and thinks it would be wise to have a more complete discussion on all before passage to avoid doing two wage ordinances in the same year; Ms. Steffan to pass along current wage information to Council.

Mr. Lee asked Chief Haroon which agencies he compared wages against. Chief Haroon said the Licking County Sheriff's Office, Heath, Hebron and Granville.

6. Planning and Zoning - Full Time Equivalent Inspector/Enforcement consideration

Chairman Lee prompted discussion on planning and zoning and how to distribute hours, wages and benefits between the current role of Zoning Inspector and a more defined roll around code enforcement; justification of conversation is the size of the village, the

complexity of things coming in, the complexity of the zoning code update in review and the amount of time it takes to get things done. Mr. Lee said the Zoning Inspector position is technically a part-time position at this point and the expectation that all and more can be done within a part-time position is probably unreasonable. Staff has been working to put together cost analysis on various employment/position scenarios. Discussion on potential for another full time position to handle permit intake, review, approval and inspection, leaving the part-time position for property code enforcement. Village Planner opinion is that the current part-time position is not sustainable with the village growth and permit volume. Committee in favor of pursuing a plan; Village Manager, Finance Director and Village Planner to work toward what a package could look like with regard to position roles and financials.

7. PD - Security renovation costs

Chief Haroon reviewed his agenda report with construction plans and cost analysis for security renovations to the Police Department. Total estimate to include general labor (\$1500), electrical work \$1,000), and keyless access points within the department (\$5,700) as well as Council chambers (\$4,500); proposed total of \$11,500.00. Committee and staff in agreement that this is a high priority and addresses several safety and security aspects

ACTION: Benjamin Lee moved to go forward with this being funded by Ordinance at the next meeting; Cheryl Robertson seconded and all were in favor.

AYES: Benjamin Lee, Chip Dutcher, Cheryl Robertson

NOES: None

ABSTAIN: None

Passed 3 - 0

Finance Director confirmed that the total approved expenditure from General Fund would be \$11,500 to include the security access for Council Chambers.

8. PD - Cruiser #3 replacement

Chief Haroon reviewed his agenda report and assessment of Patrol Car #3 condition and request for replacement. The vehicle is ten years old, has 170,000 miles and is on its second engine; this car has been placed out of service due to repairs needed. Discussion on financing; typically a three year bank loan at 3-4 percent with semi-annual payments.

ACTION: Cheryl Robertson moved to go ahead with the purchase of the replacement of patrol car number three; Mayor Dutcher seconded and all were in favor.

AYES: Benjamin Lee, Chip Dutcher, Cheryl Robertson

NOES: None
ABSTAIN: None

Passed 3 - 0

Finance Director to work with bank on the loan and prepare budget Ordinance for Council in two weeks; proposal is \$55,000

9. Other Business
None

10. Adjourn

ACTION: Chip Dutcher moved to Adjourn; Cheryl Robertson seconded and all were in favor.

AYES: Benjamin Lee, Chip Dutcher, Cheryl Robertson

NOES: None

ABSTAIN: None

Passed 3 - 0

Meeting adjourned at 6:10 p.m.



Water Plant February 2021

- 1) As of February, 24th, the flow is 13.839 MG.
- 2) Worked on shut-offs.
- 3) Worked on work-orders.
- 4) Drained and cleaned out the Clari-Cone tank.
- 5) Switched lime feeder #1 to lime feeder #2 and cleaned #1 lime feeder.
- 6) Sent out Backflow letters for yearly inspections.
- 7) Up-dated the Contingency Plan for the Plant.
- 8) New Day Farms started using water from The Village of Johnstown Water Plant on 2/16/2021, with them getting water from us our Plant run time has increased by 2 hrs. and New Day is only at half the capacity right now. They plan on being to full capacity in a few months, when they go to full capacity that will increase the Plant run time by another 2 hrs.

Thank you,
Terry Nichols
Water Plant Superintendent
Village of Johnstown

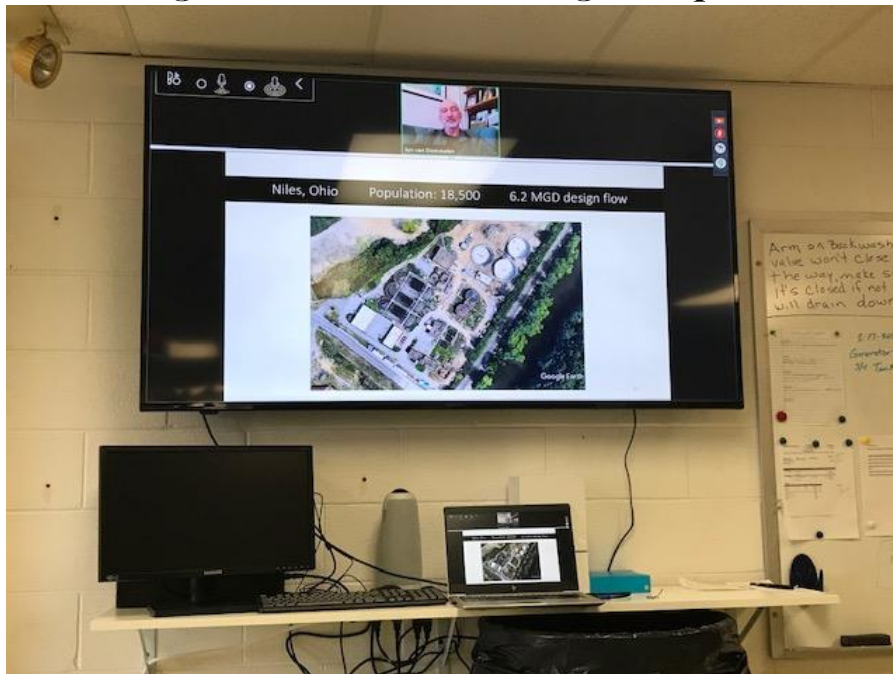
Influent Pumping		New Day Farms	Total
Date	MGD	Meter Reading	Usage
2/1/2021	0.574		
2/2/2021	0.604		
2/3/2021	0.473		
2/4/2021	0.5		
2/5/2021	0.504		
2/6/2021	0.517		
2/7/2021	0.508		
2/8/2021	0.588		
2/9/2021	0.538		
2/10/2021	0.486		
2/11/2021	0.494		
2/12/2021	0.553		
2/13/2021	0.457		
2/14/2021	0.514		
2/15/2021	0.459		
2/16/2021	0.501		
2/17/2021	0.748		
2/18/2021	0.499		
2/19/2021	0.7		
2/20/2021	0.5		
2/21/2021	0.588	449125.4	74854 From 2/16 - 2/21/2021
2/22//2021	0.823	526068	76943
2/23/2021	0.538	614834.6	88767
2/24/2021	0.705	690559	75724
2/25/2021	0.498	766573	76014
2/26/2021			
2/27/2021			
2/28/2021			



Sewer Plant February 2021

Total Flow - 11.659 MG

- Monthly maintenance
- Pressed biosolids
- Installed new multitrode @ Kroger L.S.
- Electrical work @ 62 East L.S.
- Installed new heater in septage building
- Press polymer pump maintenance
- Bulk water/sewer bills
- Jack & I attended sewer webinar on reducing phosphorus in WWTP's (thanks to council for funding this virtual training setup)



*Rick Fitch
Chief Wastewater Operator
Sewer Plant*



Street Department Report February 2021

Westview

- Contractor is on winter break, will be installing meters this week
- Projected to start again first week of april (weather depending)

Croton Road

- Water line is installed, tested, and operational

New commerce park

- Water line is in and waiting to be pressure tested
- Sewer line is in and pressure tested upto manhole 7

Street Department

- Fixed water line on pershing
- Replaced multiple signs around town
 - Vehicle maintenance
- Finished up croton road water test
 - Fixed a hydrant on croton road
 - Water shut offs
- Repaired hydraulic lines on backhoe
 - Bike path trees have been cut
- Hauled concrete from the bike path

Winter plowing/salting

- Salt used 161 tons
- Man hours 206 hours

Michael Gutridge
Service Director Johnstown ohio



VILLAGE MANGER REPORT – 03.02.2021

GENERAL ADMINISTRATION

The **office renovation** is nearing completion. Two offices are complete. The new doorway is scheduled for installation during the second week of March. We will begin moving furniture back on Monday, March 1.

The Johnstown-Monroe School Board is poised to vote on the **Rec District** legislation during their March 8 meeting. I plan to attend. Village Council will be considering the same legislation on March 16. JYAA is in support of the formation of the district.

The **Evans property** (Caswell Road) seems likely to undergo annexation procedure and development in the coming months.

CAPITAL PROJECTS

Bids are to be opened on the following dates for **capital projects**:

Water Tower: 2:00pm – March 5th
Oregon Street: 10:00am – March 12th
Jersey Sewer: 10:00am - March 19th

Resolutions 2021-06 and 07 allow **Project Mastodon** to move forward. We will issue the RFP for engineering services after approval of the resolutions.

Enterprise Center infrastructure is in. The sewer line has passed testing. The water line has a slight problem which is being corrected before testing.

We will begin **water & sewer facility upgrade** discussions sooner than later. More information sharing will take place at the March 3 Special Finance Committee meeting.

We received a grant award of \$366,749 for the **Edwards Road** repaving project. This is a joint effort with Monroe Township. Work could begin as early as July 2021.

ECONOMIC DEVELOPMENT

GROW LC has completed a BRE call with **Armstrong/Steel Ceilings**. Positive forecasts for the company may lead to growth.

Johnstown CIC met on February 25. They are pursuing an option on W. Coshocton Street as a possible incubator. We have a draft “story” about the incubator thanks to Ben Lee which needs to go through a final review before public release.

I had a conversation with GROW LC regarding the **Site Ohio** program run by JobsOhio. They have identified the Johnson property as one they'd like to "certify." ED Committee will discuss at their next meeting.

A company is interested in the 20-acre **Enterprise Center** site. A phone call was held on February 26 to discuss.

Respectfully Submitted,

A handwritten signature in blue ink, appearing to read "Jim Lenner", with a stylized, flowing script.

Jim Lenner
Village Manager

VILLAGE OF JOHNSTOWN



ORDINANCE 06-2021

AN ORDINANCE AMENDING ORDINANCE 34-20, THE ANNUAL APPROPRIATION ORDINANCE OF THE VILLAGE OF JOHNSTOWN TO APPROVE NECESSARY CHANGES OF APPROPRIATIONS

WHEREAS, the Council of the Village of Johnstown adopted its annual appropriations for 2021 on December 8, 2020; and

WHEREAS, the Council of the Village of Johnstown does hereby desire to amend its appropriations to purchase a new Geographic Information System (GIS) mapping computer for the Right of Way Program (\$3,000); and

WHEREAS, the net effect on the finances of all Funds of the Village of Johnstown will be **\$3,000** to the negative, and the Fund balance is sufficient to cover this appropriation.

NOW THEREFORE, be it ordained by the Council of the VILLAGE OF JOHNSTOWN, Licking County, Ohio, as follows:

Section One. That the appropriations for the Right of Way Fund that was set forth in Ordinance 34-20, adopted by the Council of the Village of Johnstown, State of Ohio, on December 8, 2020, be hereby amended to read as follows:

Appropriation for Right of Way Fund

Capital Outlay		\$	3,000.00
NET EFFECT on Right of Way Fund	(decrease)	\$	3,000.00

Section Two. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance 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 VILLAGE OF JOHNSTOWN.

Date of Introduction: February 16, 2021

Public Hearing/Vote: March 2, 2021

Effective Date:

BY: _____

Mayor Chip Dutcher

ATTEST TO:

APPROVED AS TO FORM:

Teresa Monroe, Clerk of Council

Yazan Ashrawi, Law Director

VILLAGE OF JOHNSTOWN



ORDINANCE 07-2021

AN ORDINANCE ADOPTING WAGE AND SALARY STRUCTURES FOR THE VILLAGE OF JOHNSTOWN

WHEREAS, Section 3.01 of the Village Charter provides Council with the power to set forth wage and salary structures for all classified and unclassified positions within the Village;

WHEREAS, Council has determined, upon recommendation of the Village Manager, that the wage and salary structures should be adopted by Ordinance;

NOW, THEREFORE, be it ordained by the Council for the VILLAGE OF JOHNSTOWN, Licking County, Ohio, as follows:

Section One. That wage and salary structures for employees is hereby adopted as follows:

DEPARTMENT/POSITION	Hourly/Salary	Minimum	Maximum
Administrative			
Village Manager	Contract		
Assistant Village Manager	Salary	58,200.00	114,900.00
Administrative Assistant—part time	Hourly	13.50	21.00
Executive Assistant	Hourly	15.00	24.00
Clerk of Council	Hourly	15.00	24.15
Finance Department			
Finance Director	Salary	55,000.00	108,700.00
Account Payable Clerk—part time	Hourly	13.50	20.00
Utility Billing Clerk—part time	Hourly	13.50	20.00
Development Department			
Economic Development Director	Salary	55,000.00	108,700.00
Planner	Salary	48,000.00	78,900.00
Zoning Inspector—part time	Hourly	13.50	21.00
Human Resources			
Human Resources Director	Salary	55,000.00	108,700.00
Police Department			
Chief	Salary	55,000.00	108,700.00
Deputy Chief	Salary	48,000.00	78,900.00
Sergeant	Hourly	29.80	34.73
Patrolman—full time	Hourly	20.48	31.12
Patrolman—part time	Hourly	20.48	31.12
Dispatcher—full time	Hourly	14.50	23.00

Dispatcher—part time	Hourly	14.50	18.50
Mayors Court Clerk	Hourly	15.00	24.00
Public Service Department			
Public Service Director	Salary	55,000.00	108,700.00
Chief Wastewater Operator	Hourly	21.00	34.50
Chief Water Operator	Hourly	21.00	34.50
Utility Operator Class III	Hourly	19.00	31.00
Utility Operator Class II	Hourly	16.50	28.50
Utility Operator Class I	Hourly	14.50	26.50
Utility Laborer	Hourly	16.00	23.00
Utility Laborer – part time	Hourly	15.50	18.50

Section Two. The Village Manager has the authority to establish a pay rate and change an employee's compensation within the wage structure based upon Village Finances, an employee's level of education and performance, attendance, certification/licensure, knowledge, skills and abilities, variety and scope of responsibilities, physical and mental demands and other such attributes the Village Manager considers necessary for the position.

Section Three. All prior legislations, or any parts thereof, which is/are inconsistent with this Ordinance is/are hereby repealed as to the inconsistent parts thereof.

Section Four. It is found and determined that all formal actions of Council concerning and relating to the adoption of this Ordinance 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 are open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code and the Charter for the VILLAGE OF JOHNSTOWN.

By: _____

Introduction/First Reading: February 16, 2021

Public Hearing/Vote: March 2, 2021

Effective Date:

Mayor Chip Dutcher

ATTEST TO:

APPROVED AS TO FORM:

Teresa Monroe, Clerk of Council

Yazan Ashrawi, Law Director



RESOLUTION 2021-06

**A RESOLUTION AUTHORIZING THE VILLAGE MANAGER TO ENTER
INTO AN AGREEMENT WITH THE STATE OF OHIO, DEVELOPMENT
SERVICES AGENCY AND ACCEPT A GRANT FOR PUBLIC ROADWORK
IMPROVEMENTS**

WHEREAS, Roadwork Development Grants are awarded for public roadwork improvements that support the expansion or attraction of businesses. Eligible costs include widening, paving, road construction and reconstruction, and right-of-way infrastructure improvement; and

WHEREAS, On February 8, 2021, the State Controlling Board approved the Ohio Development Service Agency's request to release funds for the Village of Johnstown and costs associated with the completion of public roadwork improvements in support of the Technical Rubber Company, Inc.; and

WHEREAS, the State of Ohio Development Services Agency has granted the Village of Johnstown funds in the amount of \$500,000.00 for costs associated with the public roadwork improvements; and

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

Section 1: The Village Manager is hereby authorized to enter into an agreement for financial assistance with the State of Ohio, Development Services Agency as attached.

Section 2: The Village Manager or Assistant Village Manager is authorized to enter into any agreements as may be necessary and appropriate for obtaining this financial assistance.

Date of Introduction/Public Hearing/Vote: March 2, 2021
Effective:

By: _____

Chip Dutcher, Mayor

ATTEST TO:

APPROVED AS TO FORM:

Teresa Monroe, Clerk of Council

Yazan Ashrawi, Law Director



GRANT AGREEMENT

Grantee					
Grantee:	Village of Johnstown	Grant Control No.:	SBIG20211387		
Project Site Address:	539 Commerce Boulevard				
City:	Johnstown	State:	Ohio	Zip:	43031
Project Local Jurisdiction:	Village of Johnstown	Effective Date:	02/08/2021		
Project County:	Licking	Metric Evaluation Date:	12/31/2023		
Grant Funds:	\$500,000.00	End Date:	12/31/2023		
Project Contact					
Grantee Contact:	Jim Lenner	Title:	Village Manager		
Address:	599 South Main Street, P.O. Box 457				
City:	Johnstown	State:	Ohio	Zip:	43031
E-Mail:	jlenner@johnstownohio.org				
Phone Number:	(740) 967-3177	Fax Number:	(740) 967-3519		

This Grant Agreement (the “**Agreement**”) is made and entered into by and between the **State of Ohio, Development Services Agency (“Grantor”)** and **Grantee** to set forth the terms and conditions upon which Grantor will provide financial assistance to Grantee and Grantee will use the financial assistance for costs associated with public roadwork improvements at the Project Site listed above (the “**Project**”). This Agreement incorporates by reference the “**Scope of Work**,” which is attached as Exhibit I.

1. Project Funding.

(a) State Grant. Grantor hereby grants to Grantee funds in the aggregate amount of Grant Funds listed in the table above (the “**Grant Funds**”) to be used for the sole and express purpose of undertaking and completing the Project. Grantee shall undertake and complete the Project substantially as described in Exhibit I. Grantee may not use the Grant Funds for any purpose other than completion of the Project.

(b) Availability of Other Funds. It is a condition to the award of Grant Funds that Grantee provides additional funds from other sources to pay Project costs in excess of the Grant Funds. Grantee represents and warrants to Grantor that Grantee has obtained such additional funds or that Grantee has a binding commitment for such additional funds and, with the exercise of reasonable diligence, will have obtained such additional funds no later than the time such funds will be required to pay Project costs as and when such costs are incurred and payable. No Grant Funds will be disbursed to reimburse Project costs unless and until Grantee obtains the additional funds necessary to pay the balance of the Project costs.

(c) Budget Reductions. Grantee acknowledges that Grantor is subject to State of Ohio budgetary constraints that could result in the reduction of the amount Grant Funds provided under this Agreement. Should Grantor’s funding levels be reduced, Grantor shall notify Grantee in writing of the extent of any reduction to the Grant Funds and reduce Grantee’s commitments in a manner corresponding to the reduction of Grant Funds and such notice shall result in the Agreement being amended without further action by the parties. Grantee hereby irrevocably authorizes Grantor to reduce the amount of Grant Funds provided under this Agreement upon written notice to Grantee provided there is a corresponding reduction in commitments outlined on page 1 of this Agreement.

(d) **Subsequent Increase.** In cases where there is a reduction of Grant Funds and Grantor provides the written notice in accordance with Section 1(c) above, but subsequently additional funds become available to Grantor to increase the amount of Grant Funds to be provided to Grantee, Grantor shall notify Grantee in writing, but any such increase shall require mutual agreement of the parties which shall be reflected in an Amendment signed in accordance with Section 14(e) of this Agreement.

2. **Payment of Grant Funds.** Grantor shall disburse the Grant Funds on a reimbursement basis. Grantee shall submit to Grantor for review and approval requests for reimbursement detailing expenditures which have then been incurred by Grantee in accordance with the Project budget included in Exhibit I. The payment of the requests for reimbursement shall be based upon 50% reimbursement of the actual eligible Project costs. Travel expenses will not be costs eligible for reimbursement with Grant Funds. Grantor shall be the sole judge of the adequacy of reimbursement requests. All expenses to be reimbursed with Grant Funds shall be supported by contracts, invoices, vouchers, paid receipts and other documentation as appropriate to evidence the costs incurred by Grantee to perform the work described in Exhibit I. Grantee shall submit to Grantor such documentation necessary to substantiate a reimbursement request.

3. **Grant Funds Not Expended.** If the Grant Funds are not expended by Grantee in accordance with the terms and conditions of this Agreement or within the time period set forth in this Agreement, the award of the Grant Funds shall cease and Grantor shall have no further obligation to disburse the Grant Funds. Grantor shall also have no obligation to disburse any amount of the Grant Funds that exceeds the eligible costs of the Project actually incurred by Grantee. If Grant Funds have been paid to Grantee and Grantor determines that Grantee has not performed in accordance with the terms and conditions of this Agreement, Grantee shall return such improperly expended Grant Funds within 30 days after demand by Grantor. In the event that Grantee does not submit any requests for reimbursement by the End Date (as such date may be extended as provided in Section 4) and/or the Project is affirmatively abandoned by Grantee, this Agreement shall be null and void without any further action by the parties and neither party shall have any obligation under this Agreement.

4. **Agreement Deadlines and Term.**

(a) **Project Completion.** Grantee shall complete the Project not later than the End Date set forth on the first page of this Agreement. If Grantee anticipates that the Project will not be completed by the End Date, Grantee must request an extension of time to complete the Project at least 60 days before the scheduled End Date. It will be within the sole discretion of Grantor to grant or deny such extension of time.

(b) **Term of Agreement.** This Agreement shall be in effect from the Effective Date set forth on the first page of this Agreement through the End Date set forth on the first page of this Agreement unless it is terminated earlier as provided in Section 10 (collectively, the “**Term**”).

5. **Secondary Goal of the Project.** The primary focus of the grant is to complete an eligible roadwork project. In addition, one of the secondary goals is the creation or retention of jobs as a result of the grant. As a result of the Project, it is estimated that 159 existing jobs will be retained by the Metric Evaluation Date. Grantee is required to report any job creation or retention in the reports required under Section 7 of this Agreement, however, job creation will not be used to determine compliance under this Agreement.

6. **Non-Discrimination.**

(a) **Minority Hiring Goal.** Grantee shall make a good faith effort to employ minority persons in the completion and operation of the Project and in the fulfillment of Grantee’s job creation obligations in the same percentage as the average percentage of minority persons who reside in the county in which the Project is located and any contiguous Ohio counties.

(b) **Equal Employment Opportunity.** Grantee shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, age, military status or ancestry. Grantee shall ensure that applicants for employment are considered for employment, and that employees are treated during employment, without regard to their race, religion, color, sex, national origin, disability, age, military status or ancestry. Grantee will incorporate the requirements of this paragraph in all of its contracts for any of the work undertaken on the Project (other than subcontracts for standard commercial supplies or raw materials), and Grantee will require all of its contractors for any part of such work to incorporate such requirements in all subcontracts for such work.

7. Reporting.

(a) **Performance Reports.** Grantee shall submit to Grantor an Annual Report in the format required by Grantor (the “**Annual Report**”). Each Annual Report shall provide information for the applicable reporting period, including but not limited to, information detailing the progress of the Project, if required, the number of employees first hired by the company or companies benefiting at the Project Site on or after the Effective Date, the number of employees first employed at the Project Site prior to the Effective Date and retained at the Project Site on or after the Effective Date, the corresponding payroll information for the employees at the Project Site and the Investment to date. Annual Reports shall be submitted by Grantee for each year (or part of a year) during which this Agreement is in effect and each Annual Report shall be received by Grantor no later than March 1, following the year covered by such Annual Report. In addition, Grantee shall provide to Grantor such additional information and reports as Grantor may reasonably from time to time require to evaluate Grantee’s performance and the effectiveness of the award.

(b) **Closeout Report.** Within 60 days after the Project is completed, whether on or before the End Date, Grantee shall provide the Grantor with a Closeout Report (the “**Closeout Report**”) in the form prescribed by the Grantor, which shall include (i) the amount of Grant Funds used for the Project; (ii) the amount of Grant Funds being returned; (iii) the number of jobs created/retained as a result of the Project; (iv) a summary of the impact the Grant Funds had on the operations of Grantee and/or other business operations nearby; and (ix) any additional information the Grantor may request.

(c) **Signature and Costs.** The chief executive officer, chief financial officer, or other officer of Grantee authorized to sign tax returns on behalf of Grantee shall certify by his or her signature of each Annual Report or Closeout Report that the information reported by Grantee is true, complete and correct. All costs incurred by Grantee to comply with the reporting requirements of this Agreement shall be borne by Grantee and shall not be an allowable expense reimbursable from Grant Funds.

(d) **Remedy.** Performance reports are essential for Grantor’s effective administration of this grant and its financial incentive programs, generally. If Grantee fails to submit any Annual Report and such breach continues uncured for more than 30 days, Grantor may recover, and Grantee shall pay, as liquidated damages for the breach, an amount equal to \$500 for each month or part of a month the Annual Report is past due.

8. Records Maintenance and Access.

(a) **Maintenance of Records.** Grantee shall establish and maintain for at least three (3) years after the End Date or any earlier termination date its records regarding this Agreement, the Grant Funds and the Project, including, but not limited to, financial reports, job creation and retention statistics, and all other information pertaining to Grantee’s performance of its obligations under this Agreement. If any audit, dispute or litigation is then pending, however, Grantee shall maintain such records as may be relevant to such matter until it is finally resolved.

(b) **Inspection and Copying.** At any time during normal business hours and upon not less than 24 hours prior written notice, Grantee shall make available to Grantor, its agents or other appropriate State agencies or officials all books and records regarding this Agreement, the Grant Funds and the Project which are in the possession or control of Grantee, including, but not limited to, records evidencing employment at the Project Site. Grantor, its agents and other appropriate State agencies and officials may review, audit and make copies of such books and records, and any such inspection of books and records will be undertaken in such a manner as not to interfere unreasonably with the normal business operations of Grantee. Grantee shall, at its own cost and expense, segregate records to be made available for inspection pursuant to this Section 8(b) from Grantee’s other records of operation.

9. Adherence to State and Federal Laws and Regulations.

(a) **General.** Grantee shall comply with all applicable federal, state, and local laws in the performance of Grantee’s obligations under this Agreement, the completion of the Project and the operation of the Project as long as Grantee has any obligation to Grantor under this Agreement. Without limiting the generality of such obligation, Grantee shall pay or cause to be paid all unemployment compensation, insurance premiums, workers’ compensation premiums, income tax withholding, social security withhold, and any and all other taxes or payroll deductions required for all employees engaged by Grantee in connection with the Project, and Grantee shall comply with all applicable environmental, zoning, planning and building laws and regulations.

(b) Ethics. In accordance with Executive Order 2019-11D, Grantee, by its signature on this document, certifies: (1) it has reviewed and understands Executive Order 2019-11D, (2) has reviewed and understands the Ohio ethics and conflict of interest laws including, without limitation, Ohio Revised Code §§ 102.01 *et seq.*, §§ 2921.01, 2921.42, 2921.421 and 2921.43, and §§ 3517.13(I) and (J), and (3) will take no action inconsistent with those laws and the order, as any of them may be amended or supplemented from time to time. Grantee understands that failure to comply with the Ohio ethics and conflict of interest laws, is in itself, grounds for termination of this Agreement and the grant of funds made pursuant to this Agreement and may result in the loss of other contracts or grants with the State of Ohio.

(c) Conflict of Interest. No personnel of Grantee, contractor of Grantee or personnel of any such contractor, and no public official who exercises any functions or responsibilities in connection with the review or approval of any work completed under this Agreement, shall, prior to the completion of such work, voluntarily or involuntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge or fulfillment of his or her functions or responsibilities with respect to the completion of the work contemplated under this Agreement. Grantee shall immediately disclose in writing to Grantor any such person who, prior to or after the execution of this Agreement, acquires any personal interest, voluntarily or involuntarily. Grantee shall cause any such person who, prior to or after the execution of this Agreement, acquires any personal interest, voluntarily or involuntarily, to immediately disclose such interest to Grantor in writing. Thereafter, such person shall not participate in any action affecting the work under this Agreement unless Grantor determines that, in light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.

(d) Outstanding Liabilities. Grantee represents and warrants to Grantor that Grantee does not owe: (1) any delinquent taxes to the State of Ohio or a political subdivision of the State of Ohio; (2) any moneys to the State of Ohio or a state agency for the administration or enforcement of any environmental laws of the State of Ohio; and (3) any other moneys to the State of Ohio, a state agency or a political subdivision of the State of Ohio that are past due, whether or not the amounts owed are being contested in a court of law.

(e) Falsification of Information. Grantee represents and warrants to Grantor that Grantee has made no false statements to Grantor or any of its employees or agents in the process of obtaining the award of Grant Funds. Grantee acknowledges that any person who knowingly makes a false statement to obtain an award of financial assistance may be required under Ohio Revised Code § 9.66(C) to repay such financial assistance and shall be ineligible for any future economic development assistance from the State of Ohio, any state agency or a political subdivision. In addition, any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to Ohio Revised Code § 2921.13(F)(1).

(f) Prevailing Wage. Construction of public improvements with public funds may be subject to the prevailing wage requirements of Ohio Revised Code Chapter 4115. Construction projects undertaken with financial assistance provided by the State of Ohio under certain provisions of the Ohio Revised Code are also subject to the prevailing wage requirements of Ohio Revised Code Chapter 4115. If applicable, Grantee shall comply, and shall cause its contractors and subcontractors to comply, with all prevailing wage requirements. Grantee shall designate or cause to be designated an individual who shall perform the duties and responsibilities required by law of a prevailing wage coordinator for the Project.

(g) Public Records. Grantee acknowledges that this Agreement and other records in the possession or control of Grantor regarding the Project are public records under Ohio Revised Code § 149.43 and are open to public inspection unless a legal exemption applies.

10. Default and Remedies

(a) Default. Grantee shall be in default of this Agreement if Grantee fails to perform any of its obligations under this Agreement and such failure to perform continues uncured for more than 30 days after written notice (a “**Default Notice**”) from Grantor. During the thirty-day cure period, Grantee shall incur only those obligations or expenditures pre-approved by Grantor that are necessary to enable Grantee to continue its operations and achieve compliance with the terms and conditions of this Agreement. Grantee shall also be in default of this Agreement if Grantee is in default of any other agreement between Grantor and/or the Director of Grantor and Grantee and such default continues beyond any applicable period of cure or grace.

- (b) **Remedies.** Following a default by Grantee, Grantor may exercise one or more of the following remedies:
- (i) **Discontinue Disbursements.** If the Grant Funds have not been fully disbursed, Grantor may terminate any and all of Grantor's obligations under this Agreement, including the obligation to make further disbursements of Grant Funds.
 - (ii) **Demand Repayment of Grant Funds.** If Grantee fails to complete the roadwork portion of the Project as required under Section 4(a) and detailed in Exhibit I, Scope of Work, Grantor may demand repayment of Grant Funds. Grantee shall not be required to refund Grant Funds or pay liquidated damages in an amount that exceeds the Grant Funds awarded.
 - (iii) **Other Legal Remedies.** Pursue any other legal or equitable remedies Grantor may have under this Agreement or applicable law.
- (c) **Remedies Cumulative.** No remedy provided to Grantor under this agreement or otherwise by law or in equity is exclusive of any other available remedy. No delay or omission by Grantor in exercising any right or power accruing upon any default shall impair any such right or power or be construed as a waiver, and each such right or power may be exercised from time to time as often as may be deemed by Grantor to be expedient.
- (d) **Early Termination.** Grantor may also terminate this Agreement if Grantee (i) defaults under another Agreement between the Grantor and/or the Tax Credit Authority and Grantee, (ii) admits its inability to pay its debts as such debts become due, (iii) commences a voluntary bankruptcy, (iv) an involuntary bankruptcy action occurs against Grantee which remains undismissed or unstayed for 60 days, (v) fails to meet the minimum funding requirements under the Employee Retirement Income Security Act or other such employee benefits plan, or (vi) has ceased operations at the Project location under the reasonable belief of Grantor. The events permitting early termination by Grantor shall be considered a default by Grantee and subject to the remedies available under paragraph (b) of this Section 10.
- (e) **Effects of Termination.** Within 60 days after termination of this Agreement following any default, Grantee shall provide Grantor with a final report setting forth the number of full-time jobs created and/or retained by Grantee from the Effective Date through the termination, the total expenditure of the Grant Funds by Grantee and the status of the Project at the time of termination. The final report shall be signed and certified in the same manner as the reports required by Section 7 of this Agreement. This reporting obligation shall survive the termination of the Agreement.
- (f) **Grantor's Expenses.** Grantee shall reimburse Grantor for all expenses, including, without limitation, reasonable attorneys' fees, in connection with the enforcement of this Agreement.

11. Liability. Grantee shall maintain liability and property insurance to cover actionable legal claims for liability or loss which are the result of injury to or death of any person, damage to property (including property of Grantor) caused by the negligent acts or omissions, or negligent conduct of the Grantee, to the extent permitted by law, in connection with the activities of this Agreement. Furthermore, each party to this Agreement agrees to be liable for the negligent acts or negligent omissions by or through itself, its employees, agents and subcontractors. Each party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent acts or omissions, and nothing in this Agreement shall impute or transfer any such liability from one to the other.

12. Certification of Funds. None of the rights, duties and obligations of the parties under this Agreement shall be binding on either party until all statutory provisions of the Ohio Revised Code including, without limitation, Section 126.07, have been complied with, and until such time as all funds have been made available and are forthcoming from the appropriate state agencies.

13. Notice. Any notice or report required or permitted to be given under this Agreement shall be deemed to have been sufficiently given for all purposes if mailed by first class certified or registered mail or sent by commercial delivery to the following addresses of the parties or to such other address as either party may hereafter furnish by written notice to the other party.

If to Grantor:
Ohio Development Services Agency
77 South High Street, 28th Floor
P.O. Box 1001
Columbus, Ohio 43216-1001
ATTN: Grants Manager

If to Grantee:
To the Grantee Contact and address as set forth on page one of this Agreement.

With a copy to the Chief Legal Counsel, Development

14. Miscellaneous.

(a) Governing Law. This Agreement shall be governed by the laws of the State of Ohio as to all matters including, but not limited to, its validity, construction, effect and performance.

(b) Forum and Venue. Grantee irrevocably submits to the non-exclusive jurisdiction of any federal or state court sitting in Columbus, Ohio, in any action or proceeding arising out of or related to this Agreement, Grantee agrees that all claims in respect of such action or proceeding may be heard and determined in any such court, and Grantee irrevocably waives any objection it may now or hereafter have as to the venue of any such action or proceeding brought in such court or that such court is an inconvenient forum. Nothing in this Agreement shall limit the right of Grantor to bring any action or proceedings against Grantee in the courts of any other jurisdiction. Any actions or proceedings by Grantee against Grantor or the State of Ohio involving, directly or indirectly, any matter in any way arising out of or related to this Agreement shall be brought only in a court in Columbus, Ohio.

(c) Entire Agreement. This Agreement, including its exhibits and documents incorporated into it by reference, constitutes the entire agreement and understanding of the parties with respect to its subject matter. Any prior written or verbal agreement, understanding or representation between the parties or any of their respective officers, agents, or employees is superseded and no such prior agreement, understanding or representation shall be deemed to affect or modify any of the terms or conditions of this Agreement.

(d) Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.

(e) Amendments. This Agreement may not be amended or modified except upon such terms as both parties may agree in a writing executed by authorized representatives of each party.

(f) Forbearance Not a Waiver. No act of forbearance or failure to insist on the prompt performance by Grantee of its obligations under this Agreement, either express or implied, shall be construed as a waiver by Grantor of any of its rights under this Agreement or applicable law.

(g) Pronouns. The use of any gender pronoun shall be deemed to include the other gender, and the use of any singular noun or verb shall be deemed to include the plural, and vice versa, whenever the context so requires.

(h) Headings. Section headings contained in this Agreement are inserted for convenience only and shall not be used in construing this Agreement.

(i) Assignment. Neither this Agreement nor any rights, duties, or obligations of Grantee pursuant to this Agreement shall be assigned by Grantee without the prior express written consent of Grantor, which shall not be unreasonably withheld. Any purported assignment not made in accordance with this paragraph shall be void.

(j) Binding Effect. Each and all of the terms and conditions of this Agreement shall extend to and bind and inure to the benefit of Grantee, its successors and permitted assigns.

(k) Survival. Any provision of this Agreement which, by its nature, is intended to survive the expiration or other termination of this Agreement, including, without limitation, any indemnification obligation, shall so survive and shall benefit the parties and their respective successors and permitted assigns.

(l) Grantor's Authorized Representative. Grantor's Authorized Representative shall be the Director of the Ohio Development Services Agency or such individual authorized by the Director in writing.

Signature: Each of the parties has caused this Grant Agreement to be executed by its authorized representatives as of the dates set forth below their respective signatures effective as of the Effective Date:

Grantee:

Grantor:

Village of Johnstown

**State of Ohio
Development Services Agency**

Lydia L. Mihalik
Director

Sign: _____

Sign: _____

Print: _____

Print: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT I

Scope of Work

Village of Johnstown

On February 8, 2021, the State Controlling Board approved the Ohio Development Services Agency's (Development) request to release \$500,000 from fund 4W00, line item 195629, Roadwork Development Grant, for FY21, for the Village of Johnstown, for costs associated with the completion of public roadwork improvements in support of the Technical Rubber Company, Inc. project in the Village of Johnstown, Licking County. Development is prepared to offer a grant from the Roadwork Development (629) Account for up to \$500,000, covering approximately 50 percent of the total eligible roadwork costs.

Roadwork Development Grants are awarded for public roadwork improvements that support the expansion or attraction of businesses. Eligible costs include widening, paving, road construction and reconstruction, and right-of-way infrastructure improvements such as sewer or utility lines.

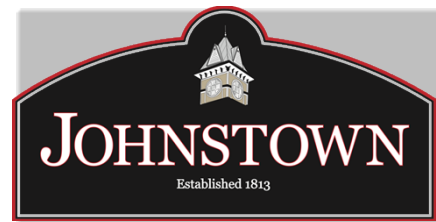
In order to assist the Technical Rubber Company, Inc.'s project, roadwork will consist of the realignment and signalization of Sportsmans Club Road at US 62.

The primary focus of the grant is to complete an eligible roadwork project. In addition, one of the secondary goals is the creation or retention of jobs. As a result of the project and State assistance provided, 159 existing jobs will be retained.

Roadwork Improvement Costs	\$1,004,095
Total Eligible Roadwork Improvement Costs	\$1,004,095
Roadwork Development Assistance	\$ 500,000

AGENDA REPORT

VILLAGE COUNCIL
MARCH 2, 2021



AGENDA ITEM

RESOLUTION 2021-06 - A RESOLUTION AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO AN AGREEMENT WITH THE STATE OF OHIO, DEVELOPMENT SERVICES AGENCY AND ACCEPT A GRANT FOR PUBLIC ROADWORK IMPROVEMENTS

PREPARER(S)

Jim Lenner, Village Manager

RECOMMENDED ACTION

It is my recommendation to approve Resolution #2021-06.

HISTORY

The Village was awarded a \$500,000 grant from Ohio Development Services Agency for the realignment of US 62 and Sportsmans Club Road.

SUMMARY

Authority: The Village is authorized to apply for and receive grant and loan assistance from another governmental entity.

Urgency: Passage upon introduction is requested as this agreement must be in place prior to receiving funds.

Relation to Other Actions: Resolution 2021-07 will allow for the advertisement of a request for proposal (RFP) to procure the services of a consulting engineer. In the future, a construction contract will be awarded with Village Council authorization.

FISCAL IMPACT

Current Budget: A budget appropriation will be needed.

Future Budget: Since this is a grant, no repayment will be required.

ADDITIONAL MATERIAL

1. We are still waiting on approval for on our State Infrastructure Bank loan for \$509,000.
2. ODOT Office of Jobs and Commerce has approved a grant of \$100,000 for this project as well.

ATTACHMENTS

1. [Agreement](#) is attached to Resolution 2021-06.



RESOLUTION 2021-07

A RESOLUTION AUTHORIZING THE VILLAGE MANAGER TO ADVERTISE FOR PROPOSALS FOR THE SPORTSMANS CLUB ROAD INTERSECTION IMPROVEMENT

WHEREAS, the Village of Johnstown has been awarded funds to assist in public roadwork improvements at US 62 and Sportsmans Club Road, and;

WHEREAS, this project is programmed for design in spring 2021 and construction in spring 2022, and;

WHEREAS, the Village of Johnstown is requesting proposals from professional engineering consulting firms to prepare construction drawings for the Roadway Intersection Improvements, and;

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Johnstown, Licking County, Ohio as follows:

Section 1. Village Council hereby authorizes the Village Manager to advertise for proposals for the Sportsmans Club Road Intersection Improvements, exhibit attached.

Section 2. It is found and determined that all formal actions of this Village Council concerning and relating to the recommendation of adoption of this Resolution were approved in an open meeting of this Village Council and that meetings of any of its committees that resulted in such formal action were meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code and the Charter for the VILLAGE OF JOHNSTOWN.

Date of Introduction/Public Hearing/Vote: March 2, 2021

By: _____

Chip Dutcher, Mayor

ATTEST TO:

APPROVED AS TO FORM:

Teresa Monroe, Clerk of Council

Yazan Ashrawi, Law Director

REQUEST FOR PROPOSAL

VILLAGE PROJECT #2019-13 - US 62 / SPORTSMANS CLUB ROAD INTERSECTION IMPROVEMENT.

EXECUTIVE SUMMARY

The Village of Johnstown is requesting proposals to perform detail design for the US 62 / Sportsmans Club Road Intersection Improvement. This project is fully funded by the Village of Johnstown. The Village Managers Office is hereby requesting a proposal from multi-disciplined, professional engineering consulting firms to prepare construction drawings for the intersection improvements. The majority of the design professionals involved with the project must be located in Ohio. The selected firm will provide the professional engineering services for this project in accordance with the Scope of Services described below.

SCOPE OF SERVICES

PROJECT DESCRIPTION

1. The intersection of US 62 and Sportsmans Club Road is currently a three-leg, 45-degree angle. Particularly during the peak hours, traffic congestion is present. The intersection is currently stop sign controlled on the Sportsmans Club Road. US 62 has unrestricted, free flow movement.
2. This project will provide for a traffic signal with dedicated left turn lanes on each approach and dedicated right turn lanes for eastbound and southbound traffic.
3. It is anticipated there will be a fourth leg to the north of the intersection for future development. Any design must incorporate current and future needs of the intersection.
4. Right-of-way/easement acquisitions are required for this project. The consultant shall prepare legal descriptions and exhibits, as well as ODOT Right-of-Way plans. It is anticipated only one property will be impacted by right-of-way/easement acquisitions.
5. This project is programmed for design in spring 2021 and construction in spring 2022.

PRELIMINARY ENGINEERING – SIGNALIZED INTERSECTION

1. Provide preliminary engineering and design layout for a traffic signal with dedicated left turn lanes on each approach and dedicated right turn lanes for eastbound and southbound traffic. Provide color exhibits of layout with aerial background.
2. Determine the preliminary signalized intersection footprint, right-of way/easement locations, and utility impacts for the traffic signal option.

3. US 62 is posted at 55 mph outside of the Village and 35 mph inside the Village. Sportsmans Club Road is posted at 35 mph. Use posted speed limit for design speed.
4. Traffic signal will have combination mast arms - traffic and lighting. Traffic controller design and specifications will be provided to the consultant. Traffic signal will be similar to other recent Village of Johnstown traffic signal projects.
5. Drainage will include open ditches and culverts. No pedestrian facilities to be provided beyond the intersection. Two-foot asphalt shoulders to be provided beyond intersection.
6. Provide preliminary design of drainage layouts, including stormwater best management practice (BMP) approach and possible locations.
7. Provide preliminary cost estimate.
8. Overhead utilities will remain overhead but may be relocated to facilitate layout.
9. Refer to the Johnstown Design Specifications for preferred design specifications.
10. Submit preliminary engineering and design layout option, exhibits, and cost estimate.

DESIGN CRITERIA/TECHNICAL REQUIREMENTS

1. Provide construction plans, right-of-way plans, legal descriptions/exhibits, and specifications to be complete and biddable set of construction documents.
2. Refer to the Johnstown Design Specifications for preferred design specifications and guidelines.
3. Plans will be in a format similar to plans previously prepared for Village CIP projects. The Village will prepare all additional bidding documents and bid the construction project. The Consultant will prepare construction drawings including: title sheet; typical section sheets; cross sections at 25-foot intervals; a general summary of quantities; roadway details; intersection details; signal details, if applicable; splitter islands, if applicable; grading plan; signs and striping; a phased maintenance of traffic plan; general notes, erosion and sediment control plan; BMP plan; and miscellaneous details.
4. Design will follow ODOT; Columbus; and Village of Johnstown design guidelines.
5. Permits: The Consultant will prepare the NOI permit application and provide the permit fee. The Village of Johnstown will reimburse the Consultant for the permit fee.
6. Utilities: In general, design project to minimize utility relocations when possible. The Consultant will contact all existing utility providers in the area and map accurately horizontal and vertical alignments. The Consultant shall submit plans to each utility provider at each stage for their record. The Consultant will document that each utility provider responds in writing with a "No Conflict" letter or their intent to relocate their facilities. The Consultant will make all CAD files available to the utility companies as necessary.

7. Consultant shall submit with proposal a fee to perform four non-destruction test holes, if warranted, to be taken to determine locations of underground utilities. Fee shall be “if authorized” and separate from the main proposal fee.
8. If any water lines or hydrants are impacted, the consultant will submit plans to Village of Johnstown Village Managers Office for review and approval. The Consultant will meet as necessary with Village of Johnstown staff to report progress and review details.
9. Maintain existing storm drainage facilities and flows, as possible. Provide positive drainage for the project. Provide adequate drainage facilities in accordance generally accepted drainage practices. Plans to include: storm sewer tributary area maps; drainage design tables with ditch design; spread; ten-year hydraulic grade computations; list class of pipe for driveway crossings; and miscellaneous details.
10. An initial SWPPP plan will be required. If earth disturbing activities are more than 1 acre, post-construction BMPs are required. A Notice of Intent (NOI) is also required.
11. A geotechnical investigation will be required with this project
12. Soil stabilization of subgrade will be bid as an alternate to the base bid.
13. MOT plans will be required. Two-way traffic will be maintained on US 62 and Sportsmans Club Road during construction.
14. Grading Plan – a contour grading plan showing how the project will fit into the existing topography is critical to the Village’s review. The grading plan, included with the 30% submittal, may be shown on the plan sheets if clarity or legibility is not an issue.
15. Maintain widths of existing driveways. Provide 12 ft. width where existing driveways may be less than 12 ft. in width. Provide separate driveway plan and profile details.
16. Field survey information will be obtained as necessary for design and plan preparation. Survey information will include:
 - a. Establish a survey baseline for horizontal control. Horizontal datum will be State Plane Coordinates, Ohio South Zone.
 - b. Establish benchmarks for vertical control based on existing control monumentation in the area. The vertical control datum will be NAVD 1988.
 - c. Obtain property corner information by field survey and property research to establish property boundaries for plan preparation. Right-of-Way and easements needed for this project will be based on this information.
 - d. Provide project control. Set permanent benchmarks. Survey US 62 and Sportsmans Club Road right-of-way and beyond right-of-way as necessary to address drainage and utilities.

- e. Prior to and during the field survey work and data collection, gather existing utility information from: The Ohio Utilities Protection Service (OUPS), private utility companies, public utilities and the Village of Johnstown. Utilities shall include, but not limited to the locations of telecom, fiber optic, natural gas, existing water mains, services, water taps, sanitary sewers, sanitary sewer taps, and storm sewers.
- f. In addition to the above, obtain topographic information to supplement mapping: including the collected utility information and detailed topographic information.
- g. The Village of Johnstown will send survey notification letters to property owners.

SUBMISSIONS

1. Attend project kickoff meeting. At the kickoff meeting, the Consultant and Village will discuss the proposed project components, MOT, and schedule. We will also discuss the preliminary engineering and design layout options for the signalized intersection. The Village will select the preferred layout option within 7 days after receiving the submission.
2. The Village will provide review comments within 14 days after receiving submissions.
3. The Consultant shall submit plans to all private utility companies at the same time plans are submitted to the Village of Johnstown. The Consultant will also be responsible for following up with the various utility companies and Village of Johnstown to obtain their comments and the incorporation of their existing facilities into the plans.
4. Interactive plan review with the Village is anticipated with a maximum of 3 meetings with the Village to obtain the 30% plan set. The Consultant shall provide the necessary scroll plots for these meetings. After the 30% plan set has been submitted, an additional 2 meetings are expected after each submission to discuss review comments until the final plan set has been submitted. Provide meeting minutes with action items.
5. All review submissions shall include: one (1) full-size plan set; three (3) halfsize plan sets (three-hole punched); a PDF of the previous Johnstown review comments; and the current CAD files.
6. Preliminary, 30% Submittal
 - a. Typical sections
 - b. Scroll plot, plan with grading (1" = 20' or 10')
 - c. All utilities identified, horizontal and vertical
 - d. Preliminary storm drainage and BMP
 - e. Preliminary grading plan
 - f. Printed sets (1 full size and 3 half size (three-hole punched))
 - g. Attend review meetings – 3 meetings
7. 60 % Submittal
 - a. Title sheet
 - b. Typical sections

- c. General notes
 - d. Preliminary General Summary of quantities, sub-summaries if applicable
 - e. MOT plans, details, and notes (to the extent necessary)
 - f. Plan sheets with grading
 - g. Scroll plot, plan with grading (1" = 20' or 10')
 - h. Grading plan: proposed grading with 1-ft. contours
 - i. Erosion and sediment control general sheet with notes (to the extent necessary)
 - j. Storm drainage and BMP · Preliminary right-of-way plans, legal descriptions/exhibits, prepare 11 x 17 location exhibits of legal exhibits (aerial background)
 - k. Preliminary construction cost estimate
 - l. Printed sets (1 full size and 3 half size (three-hole punched))
 - m. Attend review meetings – 2 meetings
8. 90% Back Check Submittal
- a. Printed sets (2 full size and 3 half size (three-hole punched))
 - b. Construction cost estimate
 - c. Attend Review Meeting
 - d. Final Submission (100% complete)
 - e. One mylar title sheet (four-mil, double mat) for signatures
 - f. Two (2) sets of all electronic files on compact disc in both Auto Desk's AutoCAD Civil 3D Release 2012 or higher DWG format and PDF format to the Village for record purposes. All AutoCAD files shall be provided for both base maps; and individual plan sheets.
 - g. Five (5) half-sized sets (three-hole punched), and two (2) full size sets of plans on standard paper for the Village.
 - h. Up to four (4) full size and four (4) half size sets (three-hole punched) of plans to be provided at the request of the contractor.
9. The Consultant will prepare and submit one (1) set of all final detailed engineering technical specifications, quantity estimates and final construction cost estimate prepared in Excel

TIME OF COMPLETION

1. The Consultant affirms that time is of the essence regarding the execution of this project and furthermore accepts the Village's commitment to have completed all design services by August 7, 2021. Right-of-Way plans and legal descriptions/exhibits to be completed by June 21, 2021. Construction is scheduled for spring 2022. Consultant to provide design schedule.
2. Field Survey and Data Collection should be completed no later than forty (40) calendar days after the receipt of a fully executed (signed) consulting contract. Consultant authorization to proceed is programmed for April 7, 2021.
3. Completion of the Final Design shall be defined as delivery to the Village of Johnstown, Village Managers Office of: all final detailed plans and technical specifications; estimate of quantities; estimate of construction costs; and legal descriptions and exhibits.

4. Status Reports: Consultant will provide project monthly updates via e-mail. Reports shall include status of ongoing tasks, action items, issues or problems to be addressed, impacts to the project schedule, budget and a revised schedule if necessary.
5. Failure of the Consultant to comply with the above-established time table will jeopardize consideration of the Consultant for providing professional engineering services on future Village projects and may be used as cause to reject future proposals submitted by the Consultant to the Village.

PROPOSAL CONTENT & EVALUATION CRITERIA

Evaluation of the Proposals, and selection of the consultant to provide these professional consulting services, will be based on the following criteria:

1. Firm and Individual Qualifications
 - a. The competence of the firm to perform the required services as indicated by its background and experience on similar projects. Consultant should list and describe no more than five (5) projects that best demonstrate their experience on similar projects and provide the Estimated Construction Cost and the Final Construction Cost of each project along with the final design cost.
 - b. Name and experience of principal responsible for the work.
 - c. Name and experience of project engineer that would be responsible for managing the project for the Consultant and would be the primary contact with the Village during the progress of the work.
 - d. Name and experience of engineers and/or technicians that would be assisting in the performance of the work.
 - e. Name and experience of key personnel from all subconsultants that would be assisting on the project.
 - f. Resumes shall only be included in the Proposal for those individuals who will actually be involved in the project and assisting in the performance of the work. No other resumes shall be included.
2. Capacity to Perform the Work
 - a. Consultant shall submit a statement of understanding for the work to be performed, as well as Consultant's planned approach to the Scope of Services.
 - b. Consultant shall submit a statement of understanding for successfully completing this project within the established timeframe.
3. Time of Completion
 - a. Consultant shall demonstrate their commitment to perform the work expeditiously and without delay.
 - b. Consultant shall demonstrate their ability to adhere to the project schedule and complete all professional consulting services by the project deadline.
4. Project Approach
 - a. Project understanding: Consultant shall demonstrate their understanding of the project and their approach to performing each project task in accordance with industry standard of care.

- b. Project schedule: Consultant shall provide a project schedule outlining the critical path that meets or exceeds the completion date. The schedule shall allow for timely Village reviews.
- 5. Compensation
 - a. All professional services will be provided on a cost plus fixed fee basis. Hourly rates for staff assigned to the project shall be fully budgeted rates. Fees for additional items, as requested and authorized, will be established separately. Failure to submit fee proposal may cause the Village to reject Proposal for this project.
- 6. References
 - a. Quality, responsiveness, timeliness, and cost of work previously performed and completed for the Village or other jurisdictions.
 - b. Completeness of thoroughness of work performed. Accuracy of previous estimates of professional fees and estimated construction costs relative to final construction costs.
 - c. Capabilities of key technical personnel who were assigned to perform and complete the work.
 - d. Capabilities of key technical personnel from all subconsultants who were assigned to perform and complete the work.
 - e. The ability of the consulting firm to meet schedules and deadlines.
 - f. The ability of the consulting firm to control costs and meet budgets.
 - g. Overall communication and cooperation of the consulting firm and its principals and key technical personnel with the client.

PROPOSAL REQUIREMENTS

- 1. Responding firms shall include in their Proposals all the information that is requested in Section 6, Proposal Content & Evaluation Criteria. Firms are encouraged to provide any additional information they feel will further demonstrate the firm's qualifications and abilities to acceptably complete this project but are hereby instructed to limit such additional information to that which is directly relevant to the services being requested.
- 2. The Proposal shall not exceed twenty-five (25) pages. Any superfluous information included not relevant to the services being requested only lengthens the review of a Proposal and could certainly detract from the true merits of the Proposal.
- 3. Proposal to be submitted by electronic submission. The submission must be compatible with Adobe v 10.0, in a single file, and be formatted to print on standard office paper sizes. No pages shall be larger than 11"x17". Fax submissions will not be accepted.
- 4. All material submitted in accordance with this RFP becomes property of the Village and will not be returned.

PROPOSAL SELECTION

- 1. The Village of Johnstown will use a Selection Committee to review and evaluate the proposals. From this process, the Village may select the winning proposal. The

Selection Committee plans to make the final selection by March 12, 2021. Village Council plans to award the contract on March 16, 2021.

PROPOSAL DEADLINE

1. Proposals are due by Friday, March 24, 2021 at 3:00pm. Proposals submitted after this deadline will not be considered.

LEGAL CONSIDERATIONS

1. If you have any questions regarding this RFP, please contact Jack Liggett, at (740) 404-4315 or jliggett@johnstownohio.org. Any other contact with Village personnel related to this RFP, prior to the formal selection of the Consultant, is expressly prohibited without the consent of the Village's Project Manager.

Consultants should submit their Proposal by the deadline to:

Jim Lenner, Village Manager
Village of Johnstown
599 S. Main Street
Johnstown, Ohio 43031
jlenner@johnstownohio.org
740.967.3177

2. Requests for clarification shall be received by the Village at least four business days prior to the due date for responses. Any response by the Village to a request for clarification will be made in the form of an addendum to this RFP. All addenda shall become part of this RFP and shall be attached as an exhibit to your proposal. This additional information will not count in the sheet total allowed.
3. **Non-Responsive RFP** - The RFP shall be prepared and submitted in accordance these instructions. Any omission or limitation to the RFP may be sufficient grounds for non-acceptance of the response, at the sole discretion of Village. The submission of a response to this RFP shall be deemed a representation and certification by the Consultant that the Consultant has investigated all aspects of the RFP, is aware of the applicable facts pertaining to the RFP process, its procedures and requirements, and has read and understood the RFP. No request for modification of a RFP shall be considered after its submission on grounds that the Consultant was not fully informed as to any facts or condition.
4. **Public Nature of Proposal Material** - Responses to this RFP become the exclusive property of the Village. All responses to the RFP when received become a matter of public record and shall be regarded as public records. Any proposal which contains language purporting to render all or significant portions of the proposal "Confidential," "Trade Secret," or "Proprietary" shall be regarded as non-responsive.
5. **Disqualification** - Factors such as, but not limited to, any of the following may be considered just cause to disqualify a response to the RFP without further consideration:
 - a. Evidence of collusion, directly or indirectly, among Consultants in regard to the amount, terms, or conditions of this proposal;

- b. Any attempt to improperly influence any member of the selection staff;
 - c. Existence of any lawsuit, unresolved contractual claim or dispute between Consultant and the Village;
 - d. Evidence of incorrect information deliberately submitted as part of the RFP;
 - e. Evidence of Consultant's inability to successfully complete the responsibilities and obligations of the proposed scope of work; and
 - f. Consultant's default under any agreement, which resulted in termination of the Agreement.
6. **Non-Discrimination/Non-Preferential Treatment** - The successful Consultant shall not discriminate, in any way, against any person on the basis of race sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, or national origin, in connection with or related to the performance of Village of Johnstown contracts.

AGENDA REPORT

VILLAGE COUNCIL
MARCH 2, 2021



AGENDA ITEM

RESOLUTION 2021-07 - A RESOLUTION AUTHORIZING THE VILLAGE MANAGER TO ADVERTISE FOR PROPOSALS FOR THE SPORTSMANS CLUB ROAD INTERSECTION IMPROVEMENT

PREPARER(S)

Jim Lenner, Village Manager

RECOMMENDED ACTION

It is my recommendation to approve Resolution #2021-07.

HISTORY

The Village was awarded a \$500,000 grant from Ohio Development Services Agency for the realignment of US 62 and Sportsmans Club Road.

SUMMARY

Authority: 8.04 CONTRACTING PROCEDURES.

(d) PROFESSIONAL SERVICES.

Contracts for professional services shall not be subject to the competitive bidding requirements of this Section and shall not require authorization by Council if the current operating budget provides sufficient funding for the scope of services in any such contract.

Urgency: Passage upon introduction is requested as this service is needed to begin design of the project.

Relation to Other Actions: Resolution 2021-06 authorizes the acceptance of a \$500,000 from Ohio Development Services from the State.

FISCAL IMPACT

Current Budget: A budget appropriation will be needed.

Future Budget: Since this is a grant, no repayment will be required.

ADDITIONAL MATERIAL

1. We are still waiting on approval for on our State Infrastructure Bank loan for \$509,000.
2. ODOT Office of Jobs and Commerce has approved a grant of \$100,000 for this project as well.

ATTACHMENTS

1. [Draft RFP](#) is attached to Resolution 2021-07.

VILLAGE OF JOHNSTOWN



ORDINANCE 08-2021

AN ORDINANCE AMENDING ORDINANCE 34-20, THE ANNUAL APPROPRIATION ORDINANCE OF THE VILLAGE OF JOHNSTOWN TO APPROVE NECESSARY CHANGES OF APPROPRIATIONS

WHEREAS, the Council of the Village of Johnstown adopted its annual appropriations for 2021 on December 8, 2020; and

WHEREAS, the Council of the Village of Johnstown wishes to redesign the Police Department to improve the security of the building and personnel; and

WHEREAS, the net financial effect on the General Fund balance will be **\$11,500** to the negative, and the General Fund balance is sufficient to cover this appropriation.

NOW THEREFORE, be it ordained by the Council of the VILLAGE OF JOHNSTOWN, Licking County, Ohio, as follows:

Section One. That the appropriations for the General Fund that were set forth in Ordinance 36-18, adopted by the Council of the Village of Johnstown, State of Ohio, on December 4, 2018, be hereby amended to read as follows:

1000-730-543200	Maintenance of Equipment & Facilities	(increase)	\$	11,500.00
Net effect on General Fund Balance		(decrease)	\$	11,500.00

Section Two. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance 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 VILLAGE OF JOHNSTOWN.

Date of Introduction: March 2, 2021

Public Hearing/Vote: March 16, 2021

Effective Date:

BY: _____

Mayor Chip Dutcher

ATTEST TO:

APPROVED AS TO FORM:

Teresa Monroe, Clerk of Council

Yazan Ashrawi, Law Director