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

1. Call to Order
2. Roll Call
3. Invocation - Mayor Dutcher
4. Pledge of Allegiance
5. Action on Minutes
   a. March 16, 2021
6. Citizen comments on matters not on the agenda
7. Council Committee reports
   a. **Planning & Zoning:** Met 3/23/21 draft minutes attached. 3/30/21 Special meeting Cancelled; Next 4/13/21 @ 6:30 pm Hybrid
   b. **Safety & Service:** 4/6/21; Next 5/4/21 @ 5:00 pm Hybrid
   c. **Finance:** Met 3/16/21 Regular & 3/24/21 Special, draft minutes attached; Next 4/20/21 @ 5:00 pm Hybrid
   d. **Economic Development:** Met 4/1/21 draft minutes attached; Next 5/6/21 @ 10:00 am Virtual
   e. **Park & Rec:** Met 3/11/21 draft minutes attached; Next 4/8/21 @ 10:00 am Virtual
   f. **Events Committee:** Met 3/26/21 draft minutes attached; Next 4/23/21 @ 4:30 pm Virtual
8. Director Reports
   a. Water
   b. Wastewater
   c. Street
   d. Village Manager
9. Tabled Legislation
   a. **ORDINANCE 07-2021** AN ORDINANCE ADOPTING WAGE AND SALARY STRUCTURES FOR THE VILLAGE OF JOHNSTOWN. *Tabled March 2, 2021*
10. Public Hearings of Legislation

a. **ORDINANCE 09-2021** AN ORDINANCE AMENDING ORDINANCE 34-20, THE ANNUAL APPROPRIATION ORDINANCE OF THE VILLAGE OF JOHNSTOWN TO APPROVE NECESSARY CHANGES OF APPROPRIATIONS

b. **ORDINANCE 10-2021** AN ORDINANCE AMENDING ORDINANCE 34-20, THE ANNUAL APPROPRIATION ORDINANCE OF THE VILLAGE OF JOHNSTOWN TO APPROVE NECESSARY CHANGES OF APPROPRIATIONS

c. **ORDINANCE 11-2021** AN ORDINANCE AMENDING ORDINANCE 34-20, THE ANNUAL APPROPRIATION ORDINANCE OF THE VILLAGE OF JOHNSTOWN TO APPROVE NECESSARY CHANGES OF APPROPRIATIONS

d. **ORDINANCE 12-2021** AN ORDINANCE AMENDING ORDINANCE 34-20, THE ANNUAL APPROPRIATION ORDINANCE OF THE VILLAGE OF JOHNSTOWN TO APPROVE NECESSARY CHANGES OF APPROPRIATIONS

e. **RESOLUTION 2021-09** A RESOLUTION AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO AN AGREEMENT TO PARTICIPATE IN THE OHIO DEPARTMENT OF TRANSPORTATION ROAD SALT CONTRACTS AWARDED IN 2021

f. **RESOLUTION 2021-10** A RESOLUTION AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO A CONTRACT TO PARTICIPATE IN THE PUBLIC ENTITIES POOL (PEP) OF OHIO FOR PROPERTY AND LIABILITY INSURANCE

g. **RESOLUTION 2021-11** A RESOLUTION AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO AN AGREEMENT WITH ELITE EXCAVATING COMPANY OF OHIO FOR THE MINK STREET/WEST JERSEY STREET RELIEF SEWER AND SR 62 SANITARY SEWER EXTENSION PROJECT

h. **RESOLUTION 2021-12** A RESOLUTION AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO AN AGREEMENT WITH LAW GENERAL CONTRACTING FOR THE OREGON STREET RECONSTRUCTION PHASE III PROJECT

i. **RESOLUTION 2021-13** A RESOLUTION AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO AN AGREEMENT WITH PHOENIX FABRICATORS AND ERECTORS, LLC. FOR THE ENTERPRISE WATER STORAGE TANK PROJECT

j. **RESOLUTION 2021-14** A RESOLUTION AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO AN AGREEMENT WITH HULL & ASSOCIATES FOR THE DESIGN OF THE US 62 / SPORTSMANS CLUB ROAD INTERSECTION IMPROVEMENTS

11. Introduction of Legislation
    a. **ORDINANCE 13-2021** 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. Executive Session: To consider confidential information related to the marketing plans, specific business strategy, production techniques, trade secrets, or personal financial statements of an applicant for economic development assistance, or to negotiations with other political subdivisions respecting requests for economic development assistance

14. Adjourn

Next Council Meeting April 20, 2021

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

1. Call to Order

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

2. Roll Call

   Present - Mayor Chip Dutcher, Cheryl Robertson, Doug Lehner, Marvin Block, Benjamin Lee, Sharon Hendren, Carol Van Deest
   Absent - None

   Staff present - Jim Lenner - Village Manager, Jack Liggett - Assistant Village Manager, Abe Haroon - Chief of Police, Officer Fox, Sgt. Hatfield, Officer Heyward, Dana Steffan - Finance Director, Bailey Klimchak - Village Planner, Jim Blair - Zoning Inspector, Teresa Monroe - Clerk of Council

   Public present - Joan Clark, John Luke, Ryan Green

3. Invocation - Mr. Lee

4. Pledge of Allegiance

5. Chief's Commendation Award

   Police Chief Haroon presented a Commendation Award to Officer Randall Fox for applying a tourniquet to an injured person and likely saved his life. On behalf of Village Council, Mayor Dutcher thanked Officer Fox and all the officers for what they do every day.

6. Action on Minutes

   a. March 2, 2021

ACTION:	Marvin Block moved to Approve as written; Sharon Hendren 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

7. Citizen comments on matters not on the agenda

   There were no comments from the public.

8. Council Committee reports

a. **Planning & Zoning:** Met 3/4/21 Special work session & 3/9/21 Regular; Next 3/23/21 @ 6:30 pm Hybrid

Commissioner training prepared and presented by the Village Law Director; continued review and edits of the Design Guidelines and Standards draft document.

b. **Safety & Service:** Met 3/2/21 updated last time; Next 4/6/21 @ 5:00 pm Hybrid

c. **Finance:** Met 3/3/21 Special & 3/16/21 Regular; Next 4/20/21 @ 5:00 pm Hybrid

Special meeting considerations for water plant employee, contingency projects and OPWC information. Review of legislation for Council consideration. Voted 3-0 to move forward with a new Property and Casualty Insurance provider. Voted to move forward with Phase I security measures for water and sewer plants; budget ordinance to follow. Talked through creating budget sub-accounts for savings against future street projects. Voted 3-0 in favor of starting engineering and funding paving projects: streets approved are the balance of N. Oregon, Buena Vista, Benedict and Upham; total cost about $500,000 between General Fund and CIP; introduction Ordinance on tonight. Mr. Lee asked for concurrence of Council on moving forward with engineering for those four projects.

ACTION:	Benjamin Lee moved to move forward with intent to fund and to support the engineering for road projects covered in Ordinance 11-2021; Cheryl Robertson seconded and the vote was as follows:
AYES:	Cheryl Robertson, Doug Lehner, Marvin Block, Ben Lee, Sharon Hendren, Carol Van Deest, Mayor Dutcher
NOES:	None
ABSTAIN:	None

Passed 7 - 0

Conversation on E. Jersey Street funding since OPWC funding was not awarded; a Special Finance Committee meeting was called for March 23, 2021 at 5:00 pm to discuss submitting the E. Jersey Street project back to the small government committee with OPWC.

Committee voted 3-0 in favor of awarding the bid for the water tower project; Mr. Lee asked for concurrence of Council. Jack Liggett reviewed the bids with Council and asked for confirmation of Council so he can start with the Engineers and formally award the project.

ACTION:	Mayor Dutcher moved to proceed with Phoenix Fabricators for the new water tower; Mr. Block 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

Mr. Lenner added that the Fire Department conducted a pressure and flow test on the Croton Road water line, it was designed for a minimum of 1,000 gallons per minute and it is running 3,100 gallons per minute with about 53 psi; the village has upheld its contractual agreement with New Day to supply them with pressure and volume.

d. **Economic Development:** Met 3/4/21; Next 4/1/21 @ 10:00 am Virtual

The Port Authority has begun to work on the road at the Enterprise Center. Project Circuit has been taken off radar at this time but there are other opportunities. Mr. Lenner added that the Port Authority has a letter of intent on the property; he is in the process of negotiating incentives.

e. **Park & Rec:** Met 3/11/21; Next 4/8/21 @ 10:00 am Virtual

The School Board has approved moving forward with the Joint Recreation District. Committee approved applying for Natureworks Grant funds to help pave the new Trailhead parking lot. Continuing discussion on the Dog Park with the Licking Park District. Reviewed the Active Transportation Plan (ATP) draft document for May approval. Estimates are being sought for a sidewalk to Hannahs Park from US 62. Richard Waugh with the Licking Park district continues to work on getting parking off of Concord Road at the bike path.

Ms. Hendren inquired on the Joint Recreation District; Mayor Dutcher provided an overview on the creation of the Recreation District in conjunction with the Johnstown-Monroe Board of Education. According to State Statute, a Board and governing body, which will have full authority separate from the Village Council and the School Board, will be created that will consist of five members; two chosen by the School Board, two chosen by Village Council and one to be selected by those four people. The Board will determine their own plans for moving forward with recreational opportunities.

f. **Events Committee:** Met 2/26/21 & 3/10/21; Next TBD

Organizational first meeting then larger meeting with Fire Chief, Police Chief, American Legion representative to talk through scenarios and moving forward with a July 3rd fireworks event. Agreements with partners for launch site location, viewing locations and scope relative to health department constraints continue to be discussed; next meeting TBD. Council discussed Liability insurance.

9. Director Reports

a. Chief of Police

Mayor Dutcher complimented Chief on his comprehensive and detailed report. Chief

Haroon reviewed his report with Council; noted that statistics are a direct result of the CAD system.

b. Finance Director

Dana Steffan reviewed her report with Council. Mr. Lenner asked if New Day Farms has made their contractually obligated payments to the village; Ms. Steffan said she has not received the payments yet. Ms. Steffan added that she got the updated quote on the police cruiser; will be working with Park to get the loan established; Council will see an Ordinance to appropriate those funds and to have a bond for the $60,000. Will also be working on a water and sewer rate analysis to determine if any reallocation of funds and payments need to be established and if there is need for further rate increase.

10. Tabled Legislation

a. **ORDINANCE 07-2021** AN ORDINANCE ADOPTING WAGE AND SALARY STRUCTURES FOR THE VILLAGE OF JOHNSTOWN. *Tabled March 2, 2021*

Necessary changes have not been made; legislation to remain on the table.

11. Public Hearings 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. *Introduced March 2, 2021*

Ordinance updated to $13,000 a change from $11,500 at first reading; this appropriates funds for the Police Department remodel.

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

ACTION:	Benjamin Lee moved to Approve; Sharon Hendren 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

b. **RESOLUTION 2021-08** TO AUTHORIZE THE CREATION OF THE JOHNSTOWN JOINT RECREATION DISTRICT AND AUTHORIZE THE VILLAGE MANAGER TO ENTER INTO AN AGREEMENT WITH THE JOHNSTOWN-MONROE LOCAL SCHOOL BOARD OF EDUCATION FOR THE FORMATION OF THE JOHNSTOWN JOINT RECREATION DISTRICT.

Mr. Lenner said Mayor Dutcher summed this up earlier; reiterated that this is a wholly separate body, separate from the School District and separate from the Village, it will oversee future park and rec improvements within the boundary of the district, which is also the boundary of the school district. This has been five years in the making.

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

Mr. Block commended village staff on getting this through and is thrilled to see this passed for the district. Mr. Lehner said he would like to see this formed under a 501c3 Non-Profit organization; it was later noted that the attached Constitution and Bylaws call for organization as a nonprofit under the Ohio Revised Code.

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

Passed 7 - 0

Some further discussion on the district. Ms. Robertson asked when the village would choose the two representatives; Mayor Dutcher said he is keeping a list of names so Council and Staff can discuss who to select; Mr. Lenner said Council can choose how to solicit and it should be done in concert with the School District. Noted that suggested names be sent to the Council Clerk. There was more discussion on how to solicit interest; Ms. Van Deest said she would do some research on how applicants can be formally sought.

12. Introduction of Legislation

    a. **ORDINANCE 09-2021** AN ORDINANCE AMENDING ORDINANCE 34-20, THE ANNUAL APPROPRIATION ORDINANCE OF THE VILLAGE OF JOHNSTOWN TO APPROVE NECESSARY CHANGES OF APPROPRIATIONS.

    Jack Liggett said with the new housing builds and the addition of New Day on our water system we are pumping more hours than we have staff to cover; with the sale of the water the income is there to bring the employee on, this will likely be the first of two as New Day ramps up to full capacity. This would appropriate the funds for an additional Water Plant Operator. Public Hearing April 6, 2021.

    b. **ORDINANCE 10-2021** AN ORDINANCE AMENDING ORDINANCE 34-20, THE ANNUAL APPROPRIATION ORDINANCE OF THE VILLAGE OF JOHNSTOWN TO APPROVE

NECESSARY CHANGES OF APPROPRIATIONS.

This would appropriate funds for the Dog Park at Trailhead Park from Capital Projects Fund; when the Licking Park District donates their half, $17,000, it will be receipted into the Capital Projects Fund as revenue. Public Hearing April 6, 2021.

c. **ORDINANCE 11-2021** AN ORDINANCE AMENDING ORDINANCE 34-20, THE ANNUAL APPROPRIATION ORDINANCE OF THE VILLAGE OF JOHNSTOWN TO APPROVE NECESSARY CHANGES OF APPROPRIATIONS.

Additional paving projects approved; Mr. Liggett said this would put new mill and fill and some storm sewer repair on N. Oregon (Edwards Road to McCrackin), Benedict, Buena Vista and Upham. Added that the estimate has been tightened up to $486,300.00 for this project; dollar amounts in the Ordinance will be edited before the second reading on April 6, 2021.

d. **ORDINANCE 12-2021** AN ORDINANCE AMENDING ORDINANCE 34-20, THE ANNUAL APPROPRIATION ORDINANCE OF THE VILLAGE OF JOHNSTOWN TO APPROVE NECESSARY CHANGES OF APPROPRIATIONS.

This appropriates funds for additional renovations to the Administration offices; LED lighting and flooring for two additional offices and other incidentals. Mr. Lenner said this will come from General Fund and can be reimbursed from Federal funds to come. Public Hearing on April 6, 2021.

13. Other Business

1. Chip Dutcher said Council will have a proclamation for Johnstown basketball next meeting.

2. Sharon Hendren asked about the aquifer underneath Johnstown; Mr. Liggett said there is an upper and lower aquifer that Johnstown sits on that we draw our drinking water from.

14. Adjourn

ACTION:	Sharon Hendren 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 8:02 p.m.

Next Council Meeting April 6, 2021

Planning & Zoning Commission
Tuesday, March 23, 2021 - 6:30 PM
MINUTES

1. Call to Order

   Committee Chair Ryan Green called to order the Planning and Zoning Commission meeting for March 23, 2021 at 6:31 p.m.

2. Roll Call

   Present - Chairman Ryan Green, Ron Danne, Jesse Coppel, Jon Merriman, Benjamin Lee
   Absent - None

   Staff present - Jim Lenner - Village Manager, Bailey Klimchak - Village Planner, Jim Blair - Zoning Inspector, Yazan Ashrawi - Village Law Director, Marvin Block - Village Council member, Cheryl Robertson - Village Council, Teresa Monroe - Clerk of Council

   Public present - Lewie Main, John Luke, Ken Colvin, Cameron Colvin, Don Haight, Joe Ciminello, Kris Almendinger, Heather Green, Ann Evans, Joan

3. Pledge of Allegiance

4. Public Comment

   There were no comments from the public.

5. Approval of Minutes

   a. March 9, 2021

ACTION:	Chairman Green moved to Approve; Benjamin Lee seconded and the vote was as follows:
AYES:	Chairman Green, Ron Danne, Jesse Coppel, Benjamin Lee, Jon Merriman
NOES:	None
ABSTAIN:	None

Passed 5 - 0

6. Appeal Case Decision

   Zoning Appeal filed by Mr. Jerry Pulley in the matter of the construction of a "Tiny House" in a Residential neighborhood by Mr. John Luke, resident at 6 Westview Drive. Appeal was heard by the Planning Commission on February 9, 2021.

Chairman Green said the Planning Commission's opinion is to dismiss due to lack of jurisdiction and a failure to enforce.

ACTION:	Ryan Green moved to Approve as written; Jon Merriman seconded and the vote was as follows:
AYES:	Ron Danne, Jesse Coppel, Jon Merriman, Ben Lee, Chairman Green
NOES:	None
ABSTAIN:	None

Passed 5 - 0

Chairman Green said this project can proceed as originally scheduled, with Jim Blair's permissions as decided, it will be policed, and they will be looking at the project with a fine tooth comb. It can proceed in the manner previously discussed but will be under jurisdiction as much as possible.

7. Application 2021-142-Z Variance for sign

   a. 450 South Main Street

   Cameron Colvin was present for applicant Johnstown Baptist Church; 450 S. Main Street. Working to update the church sign that is in poor condition. Don Haight was also present from Morrison Sign and provided a rendering and dimensions of the electronic message sign requested.

   Village Planner Bailey Klimchak said the variance request is needed because the church is in an SR-1 zoning district and sign regulations for the district do not allow this type of sign. Staff recommends approval as it will not face any homes and would be a good use of the property.

   Commissioner and staff discussion and review of the application.

   Ben Lee stated he has concern for the precedent this would set in allowing this type of sign in a residentially zoned area and if there is concern that the church is not zoned appropriately then that is where the conversation should start; once it is zoned appropriately, if moved from SR-1 to a zoning district that allows this type of sign then he thinks the village removes itself from setting a precedence with a variance. Mr. Lee said relative to the practical difficulty questions, he does not see where this application meets any of those to make this variance allowable from his perspective; he reviewed the test questions. Another concern stated was how dynamic this sign might be relative to a designated school zone. Mr. Lee again stated that if this area is not zoned properly then they should look at validity of moving it from SR-1 to something else to make it allowable.

   Chairman Green said he sees both sides; he thinks this is just an update of the current sign, he sees other signs along the road, and other churches on the same road have these

similar new signs. His said his only concern on this was the setback from the road, brightness at night and whether it would distract drivers; based on something conditional that would hold those parameters, he would be able to approve this but he does understand where Ben's coming from and could see the need for a change of zoning.

Ron Danne asked if the sign were in UR-1 would the illumination and size of the sign be allowed; Mr. Blair said he would have to look that up. Mr. Danne said he shares Ben's concern that this would set a precedent.

Mr. Lee reiterated that he does not have anything against the sign itself or the idea of having a sign there; it is the precedence that it sets in a residential area. Added that UR-1 still does not permit internally illuminated signs.

Jesse Coppel said with the passage of the new Future Land Use Map it is important to progressively encourage parcels to update the zoning district they are in to fit the new design, this is a perfect example. His recommendation is also that the applicant apply for rezoning of the parcel.

Public Hearing

1. Ken Colvin; 271 Fairview Drive.
Church attendee of twenty six years said the current sign is sixty years old and has to be changed manually, desire is not for flashy, just ease of changing the message; the sign has also become pretty dilapidated.

2. Lewie Main; 132 N. Main Street.
In support of the sign as a citizen, other churches have gone electronic; they are not asking to do anything other churches haven't done.

Ben Lee noted that all the other locations are in GCC districts, this is not. Mr. Main referenced Ordinance1103.01; discussion on interpretation. Mr. Lee said he wanted to make clear that this has nothing to do with churches in general; it is the specific location and the specific zoning that this parcel is under relative to the sign variance that is being discussed.

3. Marvin Block; 225 Edwards Road.
Asked how long it takes to rezone a parcel. Ms. Klimchak said if the applicant requests it, it comes to Planning and Zoning first then it goes to Council, and then it takes thirty days for it to be recorded if Council approves.

Mr. Block said his suggestion is that the applicant have the property rezoned, do away with this application and come back in two months to get this sign permit.

Discussion on procedure and cost for rezoning as well as crediting the variance fee paid toward the application for rezoning. Mr. Lenner said if the application were tabled, they

would not lose anything done tonight and the commission could then accept the application for rezoning.

ACTION:	Chairman Green moved to table to allow time to come up with a decision, Application 2021-142-Z ; Jon Merriman seconded and the vote was as follows:
AYES:	Jesse Coppel, Jon Merriman, Ben Lee, Chairman Green, Ron Danne
NOES:	None
ABSTAIN:	None

Motion to Table Passed 5 - 0

Ben Lee asked for clarification that they would move forward with a credit toward the future application for rezoning. Chairman Green said the applicant would need to make their decision on whether to withdraw or to proceed with this current application; if they decide to withdraw then yes they would get credit.

8. Application 2021-143-Z Preliminary Plat
   a. Concord Crossing East

   Village Planner Bailey Klimchak provided background saying this is an application for Preliminary Plat for the buildout of Concord Crossing East. Concord Crossing East is a neighborhood that was approved a while ago; Phase One has Schlabach Builders building on it and Phase Two is ready for Preliminary Plat. Ms. Klimchak said Phase Two has had some challenges with the EPA which is why a lot of wetlands are shown on the plat provided; she added that applicant Joe Ciminello could provide more detail on how many lots were in the original Preliminary Plat and how many lots are in the new Preliminary Plat due to the wetlands.

   Ms. Klimchak said she is in the process of creating a development report and is waiting for some water and sewer numbers before it is ready but will share when it is, this will show impact on water and sewer, impact on schools, taxes etc.

   Applicant Joe Ciminello was present for the application; he brought with him the original Preliminary Plat dated January 14, 2004.

   Chairman Green said a lot of time has passed, it is a PUD and said as he reads, there is a stipulation that they have two and a half years to build or it goes back to the original zoning; Jim Lenner said that is open to interpretation. Village Planner Bailey Klimchak said she was not here when Phase One began but her interpretation is that this is Phase Two of a project and that Phase One is being constructed now; she said she believes the time to argue that PUD zoning ran out was the time Phase One construction started, she believes

this is just a continuation of a project.

Chairman Green said this project has gone well over two years at this point and asked Law Director Ashrawi if the PUD still holds up or if it should go back to the original zoning. Mr. Ashrawi said he agrees with Ms. Klimchak's interpretation in terms of the phased approach, the automatic revert provisions are a gray area in zoning law because it is a zoning change that is not necessarily requested by the owner; number two, as he reads the provision, it states that if no construction has begun within two years, the application may be revoked so it is not a mandatory revocation and based on the phased approach, he does not think that provision automatically triggers a revocation of the PUD.

Mr. Ciminello said the original Preliminary Plat was approved by zoning in 2004 and believes construction was commenced in 2006 or 2007 and agrees the time to argue that was at the time of initial construction because all utilities were put in contemplating future phases. He added that 84 Lumber bought the right to build one hundred lots from them and they put those lots in as well as the community center; design was originally for three hundred and thirteen lots total; the detention basin was put in and he was advised to not only take care of the lots out there but future phases. They started selling homes but hit 2007/2008 and have been stagnant since.

Chairman Green said a lot of things have changed since early 2000's; properties have changed hands, builders have changed, some design has changed, EPA standards have changed and part of this has a lot of water. There is a lot that has happened on this property since it was originally designed and he thinks it needs to be looked at; said his main question is, do we have to start over.

Mr. Ciminello said the original preliminary plat approved was for three hundred and thirteen lots, the current plan is two hundred and seventy five with what 84 Lumber developed and what they are proposing now. He said he believes the ability to revoke it is if construction had not been commenced; they have been working with staff on this for two years, some of the wetlands issues were caused by commercial development but they are owning up to it; nothing has changed on the land further to the east where there are wetlands, they are trying to preserve what they can and still have the ability to connect the streets they need to. He said the street pattern is pretty much identical to the preliminary plat, he believes they will meet the minimum square footage requirements in the original zoning and thinks the homes will start north of $300,000. Mr. Green asked about the house square footages, Mr. Ciminello said he could get back to him on that but that they would meet the minimums in the zoning.

Law Director Ashrawi commented that he has not had opportunity to review the history on this piece of property; tabling this application may be appropriate in order to have further discussion.

Ben Lee said he said the history of it is what is confusing, the history is going to determine how this discussion moves forward, if there is an already accepted preliminary plat from

2004 that is over three hundred parcels, he would like to see it and compare it to what is being presented now; if pieces were sold off from the original plat, it has not been approved in its final form because there isn't anything platted for the sixty four acres. The uniqueness of this property requires further deliberation and a staff report on impact to water and sewer, schools, usable open space, lift station upgrades, parcel frontages and other considerations. Chairman Green and Ron Danne expressed their agreement.

Public Hearing

1. Marvin Block; 225 Edwards Rd.

- Provided some history; said Concord Road was supposed to be done, it wasn't and the project was abandoned.
- Dump truck loads of dirt have been dumped at the site since then and this has been an issue with the EPA, unsure if that is straightened up.
- If that many houses are built, all cars will be coming out of one entrance, what about a traffic study; a lot of things have changed since this was done.
- Nothing has been done over there for a long time, why should we just ignore the zoning requirement of two and a half years.
- If that land is built on, where all that dirt was dumped, who is going to accept responsibility for the streets and the water and sewage lines; it wasn't compacted down, he doesn't think Council wants to accept responsibility for streets falling in and water and sewer lines breaking. Thinks there are a lot of things to consider and more discussion needed before talking about a plat plan.

2. Lewie Main; 132 N. Main.

- Questioned when this area was annexed, was it zoned PUD and what was the Ordinance number.
- Said there are requirements in 1105.04(a), questions that have to be answered before a vote can be taken.
- Concern for one ingress and egress for the one hundred and seventy four lots. Still a lot of unanswered questions.

Ben Lee added that the way he reads it, PUD is not a zoning district in and of itself but an agreed upon deviation from a standard district; referred to 1179.04 about the two and half years and that the permit shall expire. Still questions that need to be answered. Law Director Ashrawi clarified his earlier statement and noted a more specific expiration provision in 1179.08 which also says shall.

Chairman Green said the PUD is unique, that it is more akin to a Conditional Use Permit than it is to zoning; in this situation the people that we had the permit with are gone, the people we made the permit with are gone, he thinks it all needs to be looked at again.

Mr. Lenner said it was recorded as annexed in July 2000.

Mr. Ciminello noted that the ordinance says "if no construction has begun within two and a half years" but obviously there is construction there and obviously that clause was not invoked prior to them starting construction; reviewed some history of the phases with different builders and addressed wetland area history with the EPA. Mr. Block said there are a lot more problems with that property than is being .said; they are not out of the woods with the EPA yet.

Chairman Green moved to table. Mr. Lee said in the interest of satisfying Mr. Ciminello's request for specific feedback he could summarize if appropriate; Mr. Green said that it was; Mr. Lee seconded the motion and then provided his list of items to address as follows:

1. Traffic study on Concord Road and one ingress/egress for one hundred and seventy four new homes
2. Water and Sewer capacity, where this proposed number of homes would put the village.
3. Whether or not lift stations would need to be upgraded or added and who would pay for that.
4. Open space, desire that green space is usable and maintained, and maybe addition of a playground.
5. Conformity to UR-2 and logic behind deviations from street frontage requirements. Mr. Ciminello said that all lots would be fifty five foot minimum lot frontage and that they also plan to work with the HOA to upgrade the community facility with more amenities, playgrounds and to significantly improve that community space.
6. Northern border requirement for a buffer zone; the homes would be against an active manufacturing and industrial zoned space with callout relative to noise that the village continues to work with businesses on.
7. Storm water management is a paramount concern; as the development of these parcels are being looked at, they are key to the stormwater management of a large portion of this side of town. Borings, compaction analysis, when the streets may be turned over to the village.

Ryan Green added his concerns as follows:

1. The EPA aspect
2. Compaction of the dirt brought in
3. Square footage of houses and setbacks; directed staff to look at 1179.08
4. The ingress and egress with the one entrance to a road that is not going to accept a lot of traffic.
5. The density and how it works with our current zoning versus other neighborhoods

Ron Danne commented as follows:

1. Confusion with the lot numbering; shows lots 1-11 in the old section and lots 1-11 in the

proposed, if the engineers could clear that up.
2. Concern for the fifty five foot lots, most of the lots in the existing built section are seventy foot, the ones that are fifty five foot are the Neo-traditional; lots shown in the Northeast corner are fifty five foot.
4. Reserve B in the Northwest corner is inaccessible
5. Asked for consideration on connecting the second cul-de-sac to the walking path also
6. Concern that when complete, well over two hundred houses will be emptying out onto one egress on Concord Road.

Mr. Ciminello said that Reserve B is preserving a wetland and connection to the path from the other cul-de-sac may disturb a wetland, may be able to do a path around. Ben Lee noted connection to the bike path is permission given by the TJ Evans Foundation.

Chairman Green opened again for any further public comment:

1. Lewie Main

- Would be beneficial if original minutes and plans could be reviewed, said one thing guaranteed by Roger Hatch was that Douglas Street was to be improved and used as an additional ingress/egress. Clerk to research.

2. Marvin Block

- Asked if the wetlands are accepted as green space.
- Again referenced 1179.08 and asked Law Director to clarify; Mr. Ashrawi said yes there is an automatic revert after two and a half years with no construction.

ACTION:	Ryan Green moved to table the application; Benjamin Lee seconded and the vote was as follows:
AYES:	Jon Merriman, Ben Lee, Chairman Green, Ron Danne, Jesse Coppel
NOES:	None
ABSTAIN:	None

Motion to Table Passed 5 - 0

Mr. Ciminello asked about timeline; Ms. Klimchak said the Commission has thirty days to make a decision but before that she would like to consult Law Director opinion on best next steps and decisions that need to be made and by who.

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9. Zoning Ordinance Update

a. Zoning Code Draft - Article 18 review

Chairman Green said there is a need to double up on meetings in April and May to get through this.

Commissioners and staff continued review and edits beginning with Section 18.01 and worked through Section 20.

Special Planning Commission scheduled for next Tuesday, March 30th at 6:00 - 8:00 pm to focus on Design Guidelines.

10. Other Business

    Nothing to note.

11. Adjourn

ACTION:	Ryan Green moved to Adjourn; Benjamin Lee seconded and all were in favor.
AYES:	Ryan Green, Ron Danne, Jesse Coppel, Benjamin Lee, Jon Merriman
NOES:	None
ABSTAIN:	None

Passed 5 - 0

Meeting adjourned at 9:00 pm.

DRAFT

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

1. Call to Order

Committee Chair Benjamin Lee called the Finance Committee meeting for March 16, 2021 to order at 5:00 pm

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

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

Public present - John Luke, one caller unidentified

2. Action on Minutes

a. February 16, 2021
b. March 3, 2021 Special Meeting

ACTION:	Cheryl Robertson moved to Approve both sets of minutes; Chip Dutcher seconded and all were in favor.
AYES:	Benjamin Lee, Chip Dutcher, Cheryl Robertson
NOES:	None
ABSTAIN:	None

Passed 3 - 0

3. Finance Director Report / Bank-to-Book Reconciliation

a. Finance Director Report

Dana Steffan noted that taxes are trending upward compared to 2020 and 2019 pre-

COVID; on our way to full recovery. Would discuss the Property and Casualty Insurance later on the agenda. Mr. Lee highlighted other report items.

b. Feb 2021 Bank to Book Reconciliation
Nothing to call out; noted the large payment for the Enterprise Center.

4. Review of Appropriation Ordinances on Council agenda

a. 2020 Budget Carryover

- Ms. Steffan said she hopes to keep the wage Ordinance tabled, still need to update.
- Ordinance 08-2021 second reading, amount has been updated to $13,000.00.
- Ordinance 09-2021 is for the new Water Plant Operator because of Croton Road production; $18.00 per hour and benefits are included.
- Ordinance 10-2021 is for the Dog Park; appropriated the full $34,000 noting that $17,000 will be added back to the Capital Projects Fund once received from the Licking Park District.
- Ordinance 11-2021 is for the road projects approved; N. Oregon, Upham, Benedict and Buena Vista; coming out of Capital Improvements Fund with a transfer required from General Fund to supplement the CIP balance to pay for them. Noted the Dog Park is factored into the calculation. Spreadsheet attached showing balances for the end of 2021 if all Ordinances pass.
- Ordinance 12-2021 is for the Admin office remodel and incidentals associated, appropriated from the General Fund.

It was noted that the estimate for the road projects listed in Ordinance 11-2021 came in lower by about $60,000; the Ordinance will be revised to $486,299.00 for second reading. Jack Liggett asked if the engineering firm could start design based off of the numbers.

ACTION:	Chip Dutcher moved to approve that the engineers begin design for the project; Cheryl Robertson seconded and all were in favor.
AYES:	Benjamin Lee, Chip Dutcher, Cheryl Robertson
NOES:	None
ABSTAIN:	None

Passed 3 – 0

5. Review Property & Casualty Insurance Renewal and New Quote

a. Proposal
Dana Steffan said the village property and casualty insurance is up for renewal April 1st, she has investigated quotes for different carriers. The Public Entities Pool is the OML recommended pool for cities and villages in Ohio and the quote received is a more comprehensive plan of coverage, Allison Speck would still be our plan administrator even

though it will be through Burnham & Flower; she would still handle the claims and any questions. Ms. Steffan added that this insurance is less expensive, by about $7-8,000 annually, said she feels better knowing they are backed by the OML and have such a fine track record with claims, their financials are also strong. A comprehensive proposal was attached for committee review; Ms. Steffan said all coverages we have are still there, or better, there is not downside in her opinion. Mayor Dutcher asked if the six million dollar liability coverage was what we currently have; Ms. Steffan said she would have to look that up and let him know. Discussion on whether the action to move carriers requires an act of Council; Ms. Steffan said she did not believe so but is awaiting an answer from the Law Director.

ACTION:	Chip Dutcher moved that we switch carries and go with the proposal from Burnham & Flower; Ben Lee seconded and all were in favor.
AYES:	Benjamin Lee, Chip Dutcher, Cheryl Robertson
NOES:	None
ABSTAIN:	None

Passed 3 - 0

6. Water & Sewer Security Quotes (Jack)

Jack Liggett provided quotes for outer gates to update security at the water and sewer plants. The sewer plant will require a new gate, control center and fabs and quote is $8,500.00; the water plant has a large double gate, quote is $12,000.00. This would be phase one for upgrades. Mr. Lee said looking at projected carryover balances for Water and Sewer Enterprise Improvement Funds, the money is there and if it improves security for the facilities, in his opinion there is no justification to not move forward; balance of committee agreed.

ACTION:	Ben Lee moved to go forward with the two quotes; $8,500.00 for the sewer gate and exterior access and security and $12,000.00 for water; Cheryl Robertson seconded and all were in favor.
AYES:	Benjamin Lee, Chip Dutcher, Cheryl Robertson
NOES:	None
ABSTAIN:	None

Passed 3 - 0

Prior to the motion second, it was noted that the quotes included $500 for incidentals on each project. Appropriation Ordinance to follow.

7. E. Jersey Street Funding

Jim Lenner said the project just missed the cut off from OPWC, the District Integrating

Committee automatically sent it over the Small Cities Program, we have thirty days to make any adjustments necessary to the application. CIP funds have been committed for the year and the grant limit is $500,00; committee and staff talked through Village contribution and options for funding.

Additional discussion on adding "no through trucks" signage to E. Jersey once road is complete; Mr. Block said he would hate to see the money spent to fix the road and then continue to have it torn up by semi-trucks.

Special Finance meeting called for Tuesday, March 23, 2021 at 5:00 p.m. to continue exploration of options for East Jersey Street project funding. Application is due March 31st; Jack Liggett to reach out to Hull Engineering and ask for cost on restructuring the application for Small Government. Jim Lenner to research details for SIB loan for discussion at the meeting.

8. Long Term Capital Commitments - Sub"Savings"

Discussion on saving for specific long term capital project commitments not funded by a bond. Finance Director in favor of setting up individual CIP funds for the projects; money can be put in the funds for up to ten years and if not spent on the set project within that time, the money goes back to fund from which it originally came. Committee in favor; Mr. Lenner to get estimated project costs to Finance Director. Discussion on projects for N. Main/Leafy Dell intersection, Edwards Road 2029 and US 62 ODOT phase two.

ACTION:	Benjamin Lee moved to create sub CIP accounts for the North Main and Leafy Dell intersection as well as for Edwards Road 2029; Cheryl Robertson seconded and the vote was as follows:
AYES:	Benjamin Lee, Chip Dutcher, Cheryl Robertson
NOES:	None
ABSTAIN:	None

Passed 3 - 0

9. Water and Sewer Rates discussion

Finance Director Dana Steffan said she has not had time to analyze the rates relative to the allowed five percent increase; she will aim to have something ready for the April Finance Committee meeting.

Jack Liggett noted that both water and sewer plants will need to be expanded sooner than expected due to usage and to keep that thought in mind; likely cost for upgrade is five to six million dollars at each facility.

10. Department Director Wish Lists

Discussion postponed.

11. Other Business

1. Jack Liggett reviewed the bids offered for each tank type and the life cycle maintenance estimates for the new water tower. Mr. Liggett's recommendation is to keep the same composite style tower we currently have; Phoenix Fabricators offered the best bid price and they could start on the foundation in May. Mr. Liggett said his goal would be to contact the engineering firm and start laying the groundwork; contract award at first Council meeting in April.

ACTION:	Chip Dutcher moved to Approve Phoenix Fabricators as the preferred bidder for the new water tower; Benjamin Lee seconded and the vote was as follows:
AYES:	Benjamin Lee, Chip Dutcher, Cheryl Robertson
NOES:	None
ABSTAIN:	None

Passed 3 - 0

12. Adjourn

ACTION:	Benjamin Lee moved to Adjourn; Ms. Robertson seconded and all were in favor.
AYES:	Benjamin Lee, Chip Dutcher, Cheryl Robertson
NOES:	None
ABSTAIN:	None

Passed 3 – 0 Meeting adjourned at 6:24 p.m.

Special Finance Committee
Wednesday, March 24, 2021 - 5:00 PM
MINUTES

1. Call to Order

   Committee Chair Benjamin Lee called the Special Finance Committee meeting for March 24, 2021 to order at 5:00 pm

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

   Staff present - Jim Lenner, Chief Haroon, Dana Steffan (joined during) Teresa Monroe.

   Public present - None

2. East Jersey Street Funding Application Review

   Jim Lenner said the Engineer is working on the application and reviewed recommendations. Village cash responsibility is $360,000.00; Mr. Lenner said we just need to figure out if we are going to do it and how we would pay for it. Said he spoke to the State Infrastructure Bank, could apply for a loan but no guarantee we would get it.

   Cheryl Robertson said she would really like to get this project done; does not want to take the money from the Budget Stabilization Fund because that shows we have cash and it helps us to borrow, her recommendation is to just get a loan for five or ten years.

   Chip Dutcher said he agreed and reviewed additional funds coming in over the next year or so; thinks a loan could be paid off quickly, he is in favor of borrowing the money as a straight loan then paying it off.

   Discussion on a SIB loan as well as The American Rescue Plan Act (ARP) and revenue replacement of funds due to COVID; funds such as the Gas Tax.

   Ben Lee recommended applying for the SIB loan and committing to the cash as the number one option and to await direction from Treasury on the ARP to see if there is a way to plug in those funds. Does not want to borrow any more than what has to be borrowed.

2021 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

Jim Lenner reviewed term details from the first SIB loan and the cost for borrowing; committee discussion on plan for paying off.

Committee desire to get this project done; next steps as follows:

1. Jim Lenner to apply for the SIB loan (36 month term)
2. Finance Director to explore loan options from Park
3. Look at Covid replacement dollars for 2020 gas tax etc.

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

Will continue to work with the Engineers and stay close to conversations with respect to the Federal dollars.

3. Notes on OML Webinar - Federal Relief Funding
   a. The American Rescue Plan Act
      Discussion previously in the meeting; will continue to wait on direction for revenue replacement. Finance Director attached summary of facts provided by the Ohio Municipal League.

      Chip Dutcher added that he hopes to set aside another round of funding for community non-profits.
4. Mobility Hub Concept
   a. Concept Report/Request
      Jim Lenner provided a summary report on the concept; said although not successful with the ITS4US Grant, the need and the demand for reliable public transportation is still there. Continuing to work with those partners and looking to have a central location in which mobility providers can pick up, drop off and schedule transportation. Primary reasoning is that this is in the Licking County Development Plan, to make sure people can get to work, get to school, get to medical appointments etc. and he thinks this is an idea that would be replicated throughout rural communities in Ohio. Mr. Lenner asks Council to dedicate $20,000 of American Rescue Plan Act (ARP) funds to come up with a concept plan for what our hub could be. Technologies could be developed with partners that would give real time information to riders and businesses. Federal earmark dollars will be sought from our Congressman; desire to show we have skin in the game; asks that the $20,000.00 be paid out of Budget Stabilization Fund now and then to reimburse ourselves when the

monies come in. Mr. Lenner added that he overall project is about three million dollars, this will far surpass what we could have done with the ITS4US Grant; quicker, cheaper, more effectively and have a larger impact on the mobility of Johnstown. Mr. Lenner said the village would manage the project and reviewed some further details. Local companies interested in a mobility hub are Crow Works, Tech International and Ohio Pack. Mr. Lenner said the RFP still needs to be drafted and asked for committee support and to authorize the $20,000.00 to start the process of getting the RFP out and securing a design consultant for the work.

All committee members expressed their sentiments in favor of moving forward with this concept.

ACTION:	Chip Dutcher moved to fund an initial $20,000 to be paid from the American Rescue Plan Act funds or from Budget Stabilization in support of the Mobility Hub concept development; Cheryl Robertson seconded and all were in favor.
AYES:	Benjamin Lee, Chip Dutcher, Cheryl Robertson
NOES:	None
ABSTAIN:	None

Passed 3 - 0

Mr. Lenner thanked the committee.

5. Other Business

1. Ben Lee noted concern on the parking for the business at the corner of Ford and Coshocton and overflow to the street. Would like to see a survey done, figure out where the street begins, and very similarly to what we did at Edwards Road and the funeral home, add some thermoplastic for a white edge line to clearly delineate the parking to keep it from encroaching onto the street; added concern for the Fire Department opening across the street and potential increase in traffic. A cost for man-hours, survey and thermoplastic would be associated and asked if there was support from the committee. Committee members expressed agreement that it is a problem and needs to be done. Mr. Lenner said he would confirm with Service Director that supplies are available and get it done; cost can be reconciled later in the year. Survey/pins will attempt to be located; Mr. Lenner said they will begin the process and come back to Finance if there is an issue.

6. Adjourn

ACTION:	Ben Lee 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 5:52 pm.

Economic Development Committee
Thursday, April 1, 2021 - 10:00 AM
MINUTES

1. Call to Order

Committee Chair Cheryl Robertson called the Economic Development Committee meeting for April 1, 2021 to order at 10:02 am.

Members Present - Cheryl Robertson, Carol Van Deest, Mayor Chip Dutcher
Absent - None

Staff present - Jim Lenner, Marvin Block, Jack Liggett, Bailey Klimchak, Chief Haroon, Teresa Monroe.

Public present - Bill Treciak, Amy Treciak

2. Action on Minutes

a. March 4, 2021

ACTION:	Chip Dutcher moved to Approve; Carol Van Deest seconded and all were in favor.
AYES:	Cheryl Robertson, Carol Van Deest, Chip Dutcher
NOES:	None
ABSTAIN:	None

Passed 3 - 0

3. CIC Update/Incubator space

Jim Lenner updated that he received the lease from the building owner, noted a cost break

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2021 Committee Goals

1. Plan for and target types of employers the village wants to attract; Manufacturing, Commercial, Business Offices - Update ED Plan to solidify vision for facilities (By end of Q1)
2. Develop a Comprehensive Plan for a future Incubator Space - Manager working to create a plan outline to share with CIC
3. Develop common purpose with Park & Rec Committee to promote park and rec amenities; Eco- tourism.
4. Enterprise Center Drive construction completion in 2021 - In progress
5. Obtain rezoning of the remainder of the Enterprise Center land - Discussions ongoing
6. Provide consistent communication on joint projects with the CIC - Minutes and verbal report on CIC agendas.
7. Develop a business census - In progress
8. Help facilitate formation of Chamber of Commerce - Enlist help from CIC and Licking County Chamber of Commerce

if signing a five year lease; based on CIC direction he hopes to have a check for the sixty day deposit next week. Mr. Lenner sain on his mind however has been the curiosity of running it, of staffing it and supporting it; an Incubator Space is more than just providing a building so Council in conjunction with the CIC and staff needs to come together and figure out how this is going to work.

Bill and Amy Treciak were invited to attend for discussion and to provide insight on their experiences with Incubator Spaces. Mr. Treciak said with these initiatives, the building becomes the last step in the process, that the framework needs to be set first. Need to ask what is the big objective and what is needed to support that objective, if we are trying to attract new startups and entrepreneurs who want to invest in our community and be part of our community post graduating from our facility then it is necessary to start at the beginning; identifying a Board who would then create a process by which they will vet and select, what are the objectives, is it a one or three year plan, what is the business going to have to do in order to graduate from the Incubator and who is going to pay for this. Concern that we will have a building that we are now obligated to pay rent on without having a game plan on what will people be expected to do and how to find businesses that would be interested. There is fear that if we do not focus on getting the right framework in place first and just focus on the building then we have a building but nothing in place to support putting incubated businesses in the building.

Cheryl Robertson said she agrees with everything said and thinks they are going to have to pass on the building and not sign the lease, may have to start from scratch and redo the CIC Board even, she said she does not have the expertise, there needs to be an attorney on that board, need to have strong business people on the board who are willing to take on those responsibilities.

Carol Van Deest said we did this backward, the focus has been on finding a place but don't have anybody in place to fill it; need to go back to the drawing board.

Amy Treciak said she has a company in mind that may be a candidate for this but has nothing to present to them, the framework is not there. Bill Treciak said a virtual type of incubation process could be offered to get started; could offer incubation services to help an entrepreneur understand how to properly structure a business, how to apply for things through the State of Ohio such as an EIN number or Sales Tax ID, how to create a basic website etc. Is there someone in the community who is really good at that and could be a part of this. The Treciak's shared their experience in getting started with their businesses. Ms. Treciak said she has had startups reach out to her recently with questions on how to get started etc. so there is a need. Mr. Treciak said there needs to be structure around how to service the need; need to have a website that would guide people through how to qualify for acceptance as a tenant and what would be expected of them; what does the deal flow look like, how many people are looking for a service like this and how do they reach out to us, what do we do to help them be aware we are starting an incubator and the intent of it. Need to have a process to vet the applications, a person to manage it. Ms. Treciak suggested reaching out to other cities with incubators who might share their

materials

Marvin Block suggested tapping in to SCORE for a retired business person to head this up. Mr. Treciak said that Harry Eadon from the Tuscawarus Port Authority is a good friend and would be willing to meet with and help with documents also. He said he and Amy are committed to this community and are absolutely willing to do what they can do to contribute and play what role makes sense. Need to find other community members who are willing to contribute their expertise from their profession to be on the Board and be a resource for the small business person; accounting, marketing, IT etc.

Jim Lenner said there is a SCORE group here in Licking County; added that what he did not want was village staff to have to grow this from the ground up but he is willing to work to help get the framework set up. Added that the building deposit of $1,700.00 good for sixty days does not commit us to signing the five year lease if we want to keep the building deposit in place; ultimately would be a CIC decision. Discussion on staff that could help. Bill and Amy said they would reach out to Harry Eadon and work on a "to do" list, this will help clarify things to have in place.

Discussion on having the focus from CIC not village staff, Mayor Dutcher opinion is to approach people who have successful business in town and create a separate board for the incubator; keep the CIC a separate entity to do other things, CIC could fund it but should be kept separate as an economic development arm of the village. Discussion on who would contact potential partners.

ACTION:	Cheryl Robertson moved to Approve the proposal to have an Incubator Board developed; to begin with virtual services and recommend that the CIC not proceed with the lease on the building (in totality); Chip Dutcher seconded and all were in favor.
AYES:	Cheryl Robertson, Carol Van Deest, Chip Dutcher
NOES:	None
ABSTAIN:	None

Passed 3 - 0

Next steps:

- Amy and Bill Treciak to get meeting set up with Harry Eadon.
- Jim Lenner to call a Special Meeting of CIC for official decision on the building deposit.

Mayor Dutcher thanked Bill and Amy Treciak for their guidance and expertise on this.

4. Site Ohio Update

Property owner is not interested; remove from agenda.

5. Mobility Hub

Mayor Dutcher said with the questions that have been raised, it is important that Jim Lenner give his presentation again, it was excellent and would like everyone to have the opportunity to see it for a good understanding of what the Mobility Hub is. There will be a lot of Federal money available for this. This is a new concept; a work session of Council will be scheduled to present and discuss to ensure all Council members have a good understanding of what it is and is not for later education of the public. Ms. Van Deest noted the Mobility Hub Concept document be sent out to Council members prior to that work session so it can be read ahead of time and questions can be focused.

6. Project Mastodon Update / SIB Loan

Jim Lenner said the RFP's have been submitted to us, there are five design proposals, costs anywhere from $130,000 to $270,000; $150,000 was budgeted. A Resolution to approve a design contract with the one chosen will be presented to Council. Some discussion on the design; Mr. Block expressed his desire for a round-a-bout. Jim Lenner and Jack Liggett to discuss scoring.

7. Enterprise Center Update

Jim Lenner updated that the Letter of Intent with the Port Authority and the private property owner has been signed, he talked with both parties of Duncan Plains Limited yesterday, they are excited; continue now to a purchase contract, they will have ninety days for due diligence, he would like to wrap up the incentive package next week and get to Council for review.

Jack Liggett provided Infrastructure update; the leak on the water line has been found and corrected, a pressure test to the line has passed and the bacteria test on the line has also passed.

Marvin Block expressed concern that the company purchasing the property could receive the concessions from the village then sell part of it; it should be in the contract that if they sell anything off, the new company has to come back to the village and start from square one negotiations. Mr. Lenner said he agrees, a new company would receive no concessions from the village until we enter into another agreement with them; it does not run with the property but with the business.

8. Other Business

1. Mayor Dutcher asked if any of the village water service lines were lead. Mr. Liggett said to the best of his knowledge we have removed all lead lines that we are aware of; abandoning the six inch line on Coshocton was the last section of lead lines he is aware of in Johnstown. Mr. Dutcher said removal of all lead service lines was part of the Biden infrastructure plan.

2. Mr. Lenner said he has a meeting with a business owner to discuss getting an additional liquor license, that we have met our quota and legislation would be needed if we want to allow an additional license.

3. Ms. Van Deest asked about reseeding the areas of N. Main that were dug up.

Mr.Liggett said that is an "in house" project and the Service Department will be raking and reseeding this spring when weather steadies out.

4. Mayor Dutcher asked if potholes could be filled around town; Mr. Liggett noted current staffing issues but that the crew is working on it in sections.

5. Ms. Robertson asked if trash could be picked up along US 62 around the pedestrian bridge, Mr. Dutcher added the areas across from the village admin offices; Mr. Liggett said the Service Department could work that in. Discussion on potentially coordinating with Downtown Johnstown's Clean Sweep and any volunteer groups or students in need of Community Service hours. Ms. Van Deest said she would bring up at the next Parks & Rec meeting, Jim Blair has worked with some church groups before.

9. Adjourn

ACTION:	Carol Van Deest moved to Adjourn; Chip Dutcher seconded and all were in favor.
AYES:	Cheryl Robertson, Carol Van Deest, Chip Dutcher
NOES:	None
ABSTAIN:	None

Passed 3 - 0

Meeting adjourned at 11:27 am.

Park & Rec Committee
Thursday, March 11, 2021 - 10:00 AM
MINUTES

1. Call to Order

Committee Chair Carol Van Deest called the Parks and Recreation Committee meeting for March 11, 2021 to order at 10:00 am.

Members Present - Carol Van Deest, Mayor Chip Dutcher, Sharon Hendren
Absent - None

Staff present - Jim Lenner, Jack Liggett, Bailey Klimchak, Jim Blair, Ben Lee, Marvin Block, Teresa Monroe.

Public present - Richard Waugh, Dick Mosley

2. Action on Minutes - February 11, 2021

ACTION:	Chip Dutcher moved to approve; Carol Van Deest seconded and all were in favor.
AYES:	Carol Van Deest, Chip Dutcher, Sharon Hendren
NOES:	None
ABSTAIN:	None

Passed 3 - 0

3. Joint Recreation District Update

Jim Lenner said legislation will be in front of Council on Tuesday; to authorize him to enter into an agreement with the School District and to partner with the School District to get the District formed. Once formed, appointments will be made by the Village and School

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2021 Committee Goals

1. Apply for the 2020 Transportation Alternatives Program (TAP) grant through ODOT for Raccoon Creek Park Trail Phase I - Grant application submitted
2. Establish a Joint Recreation District - Discussions in progress
3. Continue to work on the Mastodon Preserve and the Johnstown Trailhead Park projects -Parking lot completion, Concrete pad removal, Establish a Dog Park, Tree plantings
4. Continue to work toward a Longwell & Miles Memorial Estate implementation plan
5. Continue discussions with JYAA about their soccer fields that are surrounded by Raccoon Creek Park (Dick Hill property) - In Progress
6. Pursue bike path extensions - In preliminary discussion
7. Pursue a Raccoon Creek path extension to Edwards Road
8. Market community assets - Parks, Trailhead (Shared ED goal)
9. Walkway to Hannahs Park from US 62

Board. There was one dissenting vote from the School Board, Anne Thomas, Mr. Lenner said as he understood, her concern was that the Park District may compete or confuse folks during a time when levies are being requested.

4. JYAA discussion update

Jim Lenner said he has been told that JYAA will request some sort of purchase price for the Dick Hill property, said they are acting in their best interest by not just giving an asset away. Mr. Lenner said that asset is in a flood plain and is useless but they will try. Added that JYAA is also starting the process of annexation through the County. Mayor Dutcher asked what annexation type they would use; Mr. Lenner said he assumes expedited. Jack Liggett added that JYAA leased the Dick Hill property for $1.00; he understands not wanting to give away an asset but the asset was given to them for the children of the Village of Johnstown; they did not purchase it or upgrade it in any way and it sits in a flood plain so we shouldn't pay too much for it.

Mr. Lenner provided an update to committee on the Energy Cooperative's expansion plan off of Mink Road; the village owns nine acres between the sewer plant and the coop's substation, they will cross Mink Road and clear-cut the one hundred foot easement for their new transmission line, they are requesting to purchase two acres from the village to upgrade their substation. Mr. Lenner said he has not evaluated yet but wanted to put in front of the committee because this is a piece of the Raccoon Creek Park area. Mr. Liggett noted that the sewer plant will be in need of expansion in the near future and once that is done there is no more room on the current site for wastewater expansion. Mayor Dutcher asked if the Dick Hill property was contiguous to us and the sewer plant; Mr. Liggett said that it was but it sits in a flood plain. Mayor Dutcher asked if the property could be used some day if something like a flood wall were to be put in; Mr. Ligget said he did not know, the reason he commented was because he always figured we might expand; he did not like where that one hundred foot easement was sitting and we might want to think of that as area for additional sewage treatment facility, it would be a good neighbor to the electric substation. Ms. Van Deest asked if the Energy Coop could possibly go higher up on the hill with their transmission line, could we have discussion with them and tell them our situation with the sewer plant and expansion some day; Mr. Lenner said yes.

5. NatureWorks Grant

Bailey Klimchak said she spoke with a representative from ODNR who said we do have the ability to apply for multiple funds for multiple projects but the first project that we submit an application for will get a certain amount of points and then any application after that will not get those points so projects should be prioritized. The two she has focused on are paving the new Trailhead parking lot and the Hannahs Park dry restroom; Bailey mentioned applying for Nature Works funds for paving the parking lot and said she is curious if some of the COVID funds the village will receive could be used to pay for Hannahs Park dry restroom. Mayor Dutcher asked if there was an estimate for the dry restroom; Richard Waugh said $31,000 for one seater and add $10,000 for installation. Licking County has $59,000 to award for the Nature Works Grant, Ms. VanDeest said she would like to see the village application come in around $45,000, Ms. Klimchak said the last estimate on the Trailhead parking lot paving was $25-30,000; Jack Liggett said he

should have an estimate back soon from the same company paving the water and sewer plant lots.

Ms. Hendren asked about basketball courts; Ms. Van Deest said focus now is on the Dog Park; Ms. Hendren said Downtown Johnstown Inc. would pay for the basketball hoops and poles but not the concrete. Committee to keep this on the back burner for now.

Mayor Dutcher asked if the Trailhead parking lot paving was able to be looped in with the E. Jersey Street project, would it make any difference if we have separately bid the parking lot; Jack Liggett said as long as the project has not been awarded.

ACTION:	Chip Dutcher moved to apply for the Nature Works Grant in the amount of $40,000 - $50,000 to use for the Trailhead parking lot; Carol Van Deest seconded and the vote was as follows:
AYES:	Carol Van Deest, Chip Dutcher, Sharon Hendren
NOES:	None
ABSTAIN:	None

Passed 3 - 0

Bailey said the Nature Works Grant is due June 1st, she will get started on it and will get the estimate for the dry restroom to Jim Lenner and Finance Committee and will add to the CARES fund "wish list".

6. Johnstown Trailhead Park

   a. Wheelchair access at Shelter House

   Bailey Klimchak received a call that there is a wheelchair accessible picnic table in the shelter house but presently there is no way for someone in a wheelchair to access it because the concrete pad that that the table sits on is four or five inches off of the ground so they could not wheel themselves in, they would need help getting up onto the concrete pad. Putting in a path that could get people from the parking lot or the trail to the shelter house was discussed last year, just need to get it back on the radar. Mr. Liggett said he is waiting for weather to dry out enough to put top soil and drain tile in then he intends to get the estimate for a sidewalk. Mayor Dutcher said we should get the message out that the shelter house is open but not finished yet. It was noted that it would be best have the sidewalk come off of the trailhead because it would be a much more level grade; Mr. Liggett added that no engineering is needed; it will be a five foot wide, ADA slope to the shelter house. Bailey to follow up with the person who called to let them know of the plans to complete; Mr. Lenner said he would put the word out on social media that work there is not complete yet.

   b. Pedestrian Counter - Update

   The purchase was approved by Finance Committee and is in the budget. Bailey said she has two recommendations, one from LCATS and one from MORPC; said LCATS installed

the one recommended and they were having some issues with it, she would call LCATS to see if the one they use is functioning well, if not she also has the recommendation from MORPC.

c. Eagle Scout Projects - Update

Jim Blair said the scouts plan to build a bench and about three bat houses to hang in the trees along the Mastodon Trail, specific trees have been discussed and the bench will be secured. Mr. Blair said if the Dog Park gets up and running, the bench may be relocated to the entrance. The scouts name is Alex Rush and he is working with three other scouts on the project. Bailey Klimchak said if other scouts contact us looking for projects we can always use benches and shade structures for the Dog Park.

d. Dog Park - Update

Bailey Klimchak said they have received drawings from the engineer and Finance Committee has approved funding for the village's half of the Dog Park. Next steps are to get contacts for local contractors from Jim Blair, he will forward to staff. Richard Waugh asked for that contact as well so he could get concurrence that the plan is good.

e. Thank you to Mike Gutridge & staff for work at the Trailhead

Ms. Van Deest gave a special thank you for the work they have been doing moving the concrete; discussed an extra way to thank them, maybe lunch.

7. Active Transportation Plan - Update

a. ATP Plan Draft

Bailey Klimchak said the information in the draft is pretty much good to go, will continue adding pictures and making it look nice; she welcomes comments on any edits needed. Ms. Klimchak said the document contains maps of existing gaps and barriers in the system as well as a map of suggested projects to make the system complete and efficient as well as funding options; she thanked LCATS for all of their work and assistance on this. Would like to have the final document by May 11th so would like to have any comments for edits by April 11th. Ms. Van Deest asked if there was anything glaring that came out of doing this that the village needs. Ms. Klimchak said the connections along Mink Road and US 62 with the high amounts of traffic and the big growth in homes to the south, it is really important to have those connections to the downtown area. She added that the public survey backed up the discussions about the gaps in sidewalks and extending the trail and crosswalks; Mr. Lenner noted the great response rate to the survey. Mayor Dutcher said Bailey did a great job and this gives us a good view of what the village needs to do, some items like bike racks can be taken care of quickly to show we are actively addressing these issues. Discussion on the plan to continue at the April committee meeting.

8. Hannahs Park Walkway

This is one of the committee goals for this year; putting in a walkway from US 62 back to Hannahs Park parking lot. Jack Liggett to get an estimate for the pathway. Ms. Van Deest said if it is feasible, the Tree Commission could study putting in trees along the pathway. Further discussion on execution.

9. Licking Park District - Richard Waugh

Mr. Waugh said they are looking forward to the Dog Park project; he did receive the fence contractor contact from Mr. Blair and will be talking with him.

Has been in contact with Concord Road property owner Charles Parker; he has made good progress and they are in the middle of negotiating a ten or twelve space parking lot for the bike trail, he is optimistic there will be a parking lot this year. Mr. Lenner added that Chief Haroon has expressed concern regarding the cars that park along Concord Road and the safety of those using the bike trail.

10. Downtown Johnstown, Inc. updates - Sharon Hendren

    Ms. Hendren said Springfest is being planned, event dates discussed, tentative date June 19th; going to have "Johnstown's Got Talent". Plan to hold another Spring Cleanup, Jim Lenner asked that if the village needs to provide anything such as the street sweeper or dump trucks to haul mulch to let him know as soon as possible . Car show also being planned, tentative date September 12th.

11. Other Business

    1, Mr. Lee suggestion to add additional ADA accessible playground equipment either at Rolling Meadows Park or Hannahs Park. Ms. Van Deest noted that the Babcock Foundation was looking for projects; could apply to the foundation for some of the equipment.
    2. Mr. Lenner provided an update to the committee on potential Site Ohio property.
    3. Ms. Van Deest to send application for the Babcock Foundation to Ms. Klimchak so when there are qualified projects she can apply.

12. Adjourn

    Next meeting is April 8, 2021. There was no further business and the meeting adjourned at 11:07 a.m.

Johnstown Events Committee
Friday, March 26, 2021 - 4:30 PM
MINUTES

1. Call to Order

Ben Lee called to order the Events Committee for March 23, 2021 at 4:36 pm

Members Present - Ben Lee, Janet Piper, Doug Lehner
Absent - None

Village Staff present - Mayor Chip Dutcher, Teresa Monroe

Public present - Amy Treciak

Ben Lee noted that Ms.Treciak had expressed interest in the committee and that it was good to have her on board. For clarification, Mr. Lee added that voting members of the committee are still Doug, himself and Janet, if they wanted to expand the size of the committee they certainly could and that would be at the discretion of Council; he can bring that up at the next meeting and go from there.

2. Action on Minutes: February 26, 2021 and March 10, 2021

ACTION:	Doug Lehner moved to Approve en bloc; Janet Piper seconded and all were in favor.
AYES:	Benjamin Lee, Doug Lehner, Janet Piper
NOES:	None
ABSTAIN:	None

Passed 3 - 0

3. Updates re: Hamburg, JYAA and School for July 3

Ben Lee provided updates from last meeting; he sent an email to Hamburg with regard to increasing the size of the fireworks event, they would require thirty days' notice if there is desire go larger than the $5,000 budgeted event, so no later than June 3, 2021. Mr. Lee noted that a $5,000 budget with this type of five inch shell has not been done before so he doesn't have anything to base how robust this show will be compared to other years to see if we would want to go any bigger. Mr. Lehner asked if Hamburg would be able to tell us with what is budgeted how long the show would last; Mr. Lee said he would ask them for some detail on that.

a. Launch Site Map

Mr. Lee said he touched base with Jeremy from JYAA, he still verbally commits to allowing use of their parking lot as a launch site; it was said they were going to pass along a new

Resolution to that effect.

He also spoke to School Board President Tim Swauger who said they already have the stadium reserved for the fireworks event. Speculation on stadium capacity percentages, will await future guidance from the Governor's office.

4. Next Step Event Scope Planning

   a. Legion Participation

   Janet Piper to speak with Legion members to ask what level of participation they would like to have for the event day; she said they will be meeting in April.

   b. School Participation/Security Plan

   As noted earlier, the school has reserved the stadium for the event. Doug Lehner to touch base with Tim Swauger and the school on what their level of participation could be. Would they be ok with food trucks or concessions, custodial/trash etc? Discussion on local food trucks to invite for the event and potential alternate location. Mr. Lehner said he would plan to attend a School Board meeting.

   Chip Dutcher inquired on potential for the school band or choir to play prior to the fireworks; Mr. Lehner to add to the questions he will ask Tim Swauger or at a School Board work-session.

   c. JYAA Participation

   Ben Lee to continue to work with JYAA, Fire Chief Wright and Police Chief Haroon on the security planning for the launch site and will remain the point of contact for Hamburg.

   d. Other partnerships

   Discussion on having something in the downtown area, maybe the square on the day of the event to create some "buzz" for the downtown businesses. Amy Treciak to coordinate with the downtown businesses on potential involvement to tie in to the event in some way.

5. Other Business

   Next meeting scheduled for Friday, April 23, 2021 at 4:30 pm to provide updates on questions asked and to begin working on a schedule of events.

6. Adjourn

   ACTION: Doug Lehner moved to Adjourn; Janet Piper seconded and all were in favor.

AYES:	Ben Lee, Doug Lehner, Janet Piper
NOES:	None
ABSTAIN:	None

Passed 3 - 0

Meeting adjourned at 5:15 pm.

JOHNSTOWN
Established 1813

March 2021

Water Council Report

Village of Johnstown
Administrative Offices
www.johnstownohio.org

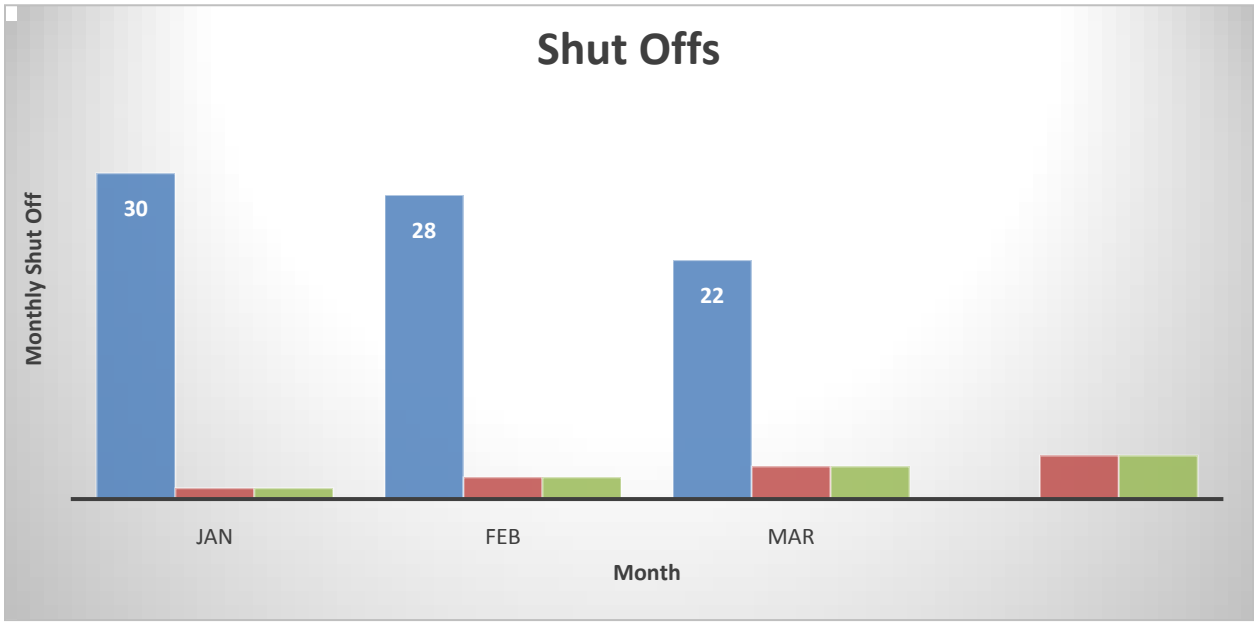
VILLAGE OF JOHNSTOWN, OHIO

599 S. Main Street
Johnstown, Ohio 43031
Telephone: 740-967-3177
Fax: 740-967-3519

Water Plant March 2021

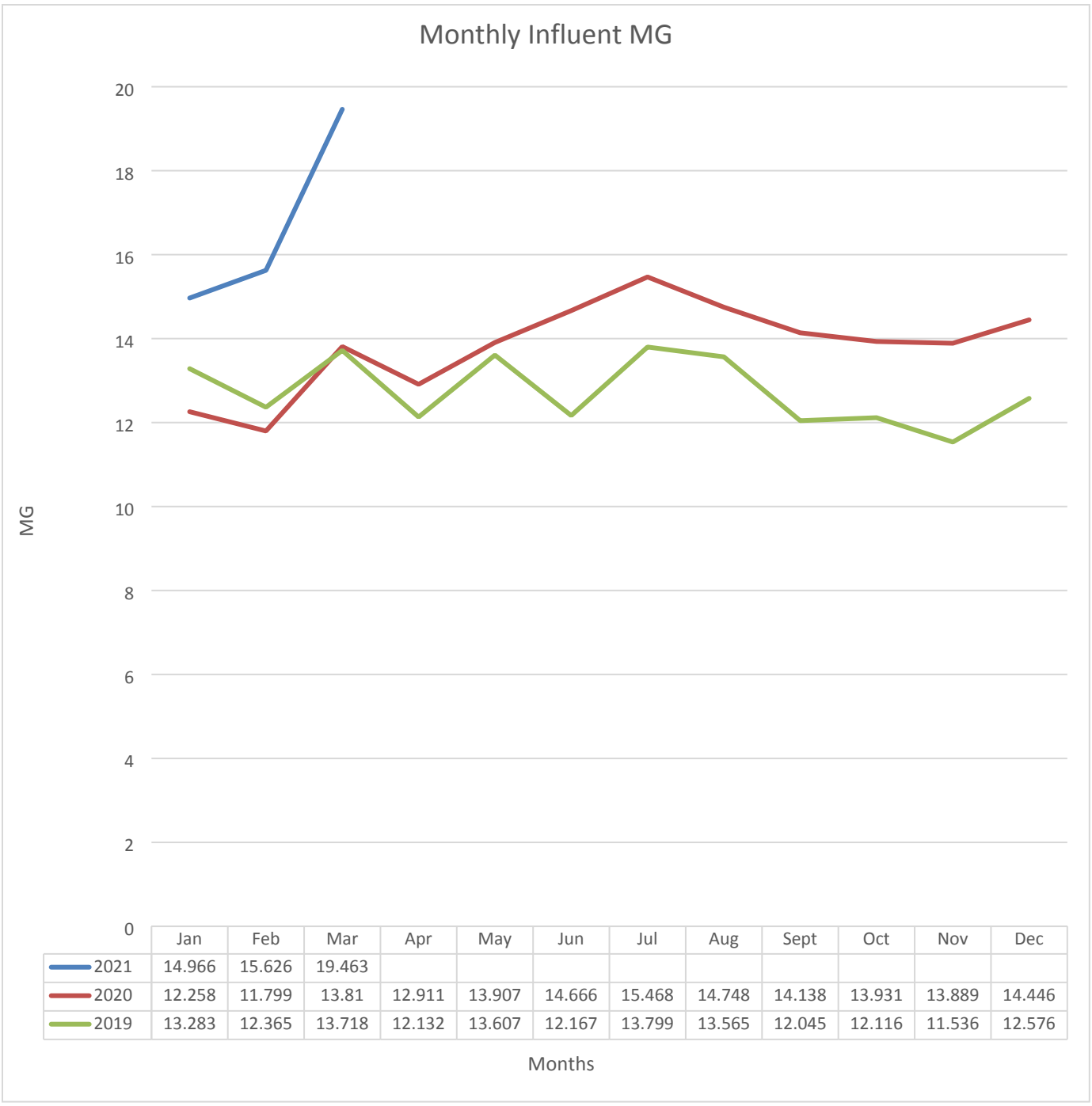
1) As of March, 31st, the flow is 19.463 MG.
2) Worked on shut-offs.
3) Worked on work-orders.
4) Tim Perry hauled lime sludge.
5) Switched lime feeder #2 to lime feeder #1 and cleaned #2 lime feeder.
6) Up-dated the Backflow devise records.
7) Finalized the Contingency Plan for the Plant.
8) Worked on the E.P.A. Risk and Resilience Assessment.
9) Interviewed applicants for the Water Plant Operator opening.

Thank you,
Terry Nichols
Water Plant Superintendent
Village of Johnstown



Water Plant Daily Tap Test Results

Month	pH	Phenol Alkalinity	Total Alkalinity	Total Hardness	Chlorine Free	Total
3/1/2021	8.0	0	58	152	0.95	1.01
3/2/2021	8.1	0	57	152	0.95	1.02
3/3/2021	8.0	0	54	148	0.94	1.02
3/4/2021	8.0	0	53	145	0.98	1.08
3/5/2021	7.9	0	49	143	1.06	1.18
3/6/2021	8.0	0	50	140	0.93	1.01
3/7/2021	8.1	0	47	140	0.88	1.00
3/8/2021	8.1	0	51	141	1.14	1.20
3/9/2021	8.0	0	53	143	1.01	1.09
3/10/2021	8.1	0	51	144	0.94	1.02
3/11/2021	8.1	0	52	143	1.08	1.16
3/12/2021	8.1	0	49	143	1.10	1.18
3/13/2021	8.1	0	55	140	1.02	1.12
3/14/2021	8.0	0	50	145	0.60	0.72
3/15/2021	8.1	0	52	145	0.86	0.92
3/16/2021	8.2	0	50	143	0.91	1.03
3/17/2021	8.1	0	49	143	1.00	1.09
3/18/2021	8.1	0	53	146	1.07	1.15
3/19/2021	8.0	0	55	148	0.97	1.04
3/20/2021	8.0	0	55	146	0.93	1.07
3/21/2021	8.0	0	49	143	1.20	1.30
3/22/2021	8.0	0	55	147	1.01	1.10
3/23/2021	7.9	0	54	148	1.01	1.10
3/24/2021	7.9	0	54	147	0.92	1.04
3/25/2021	8.0	0	50	143	0.91	1.00
3/26/2021	7.9	0	52	145	0.95	1.05
3/27/2021	8.0	0	51	143	0.99	1.05
3/28/2021	8.0	0	51	143	1.70	1.81
3/29/2021	8.0	0	51	145	0.92	1.01
3/30/2021	7.9	0	53	146	0.91	1.02
3/31/2021	7.9	0	52	145	0.94	1.10

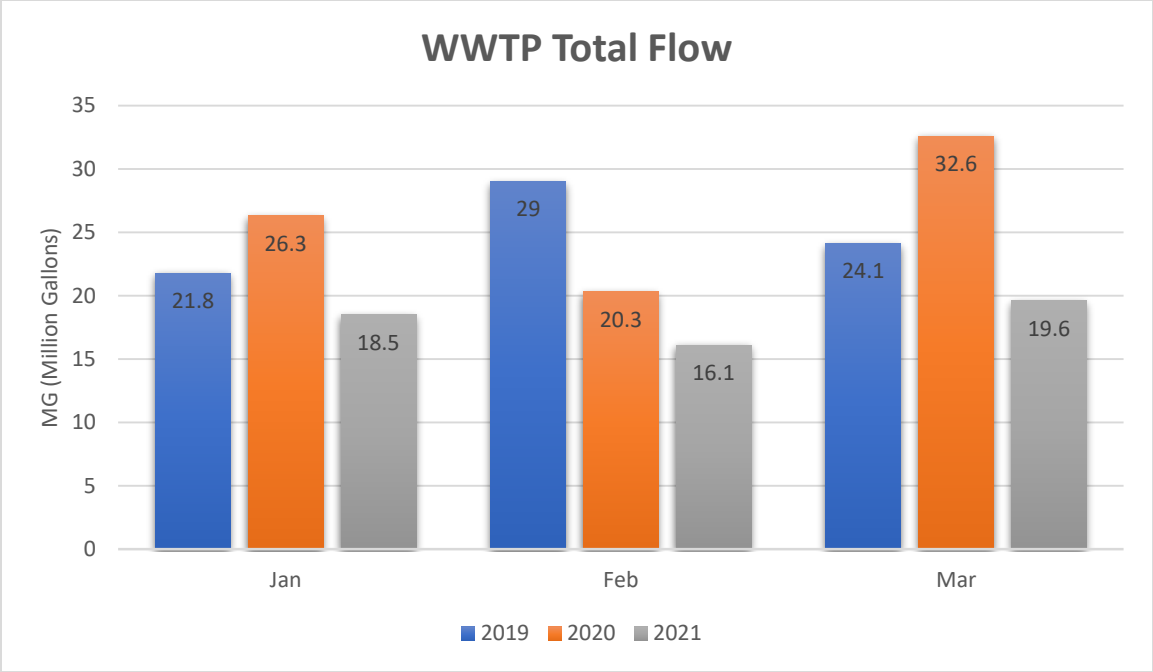


	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
2021	14.966	15.626	19.463									
2020	12.258	11.799	13.81	12.911	13.907	14.666	15.468	14.748	14.138	13.931	13.889	14.446
2019	13.283	12.365	13.718	12.132	13.607	12.167	13.799	13.565	12.045	12.116	11.536	12.576

JOHNSTOWN
Established 1813

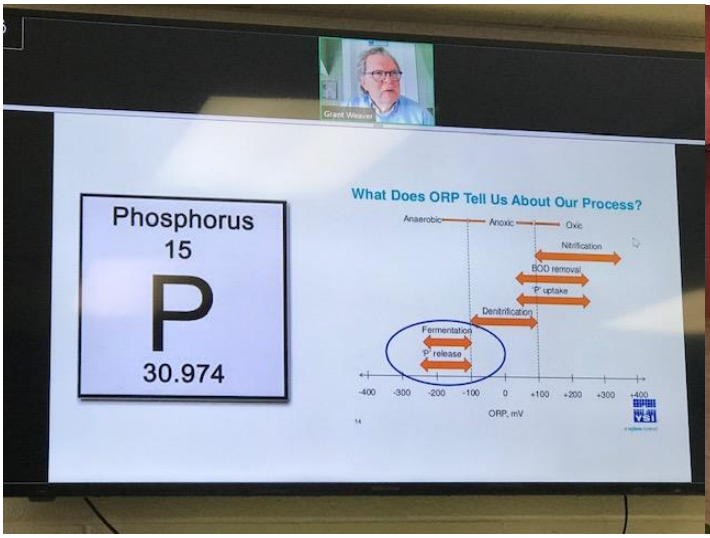
March 2021

Sewer Council Report

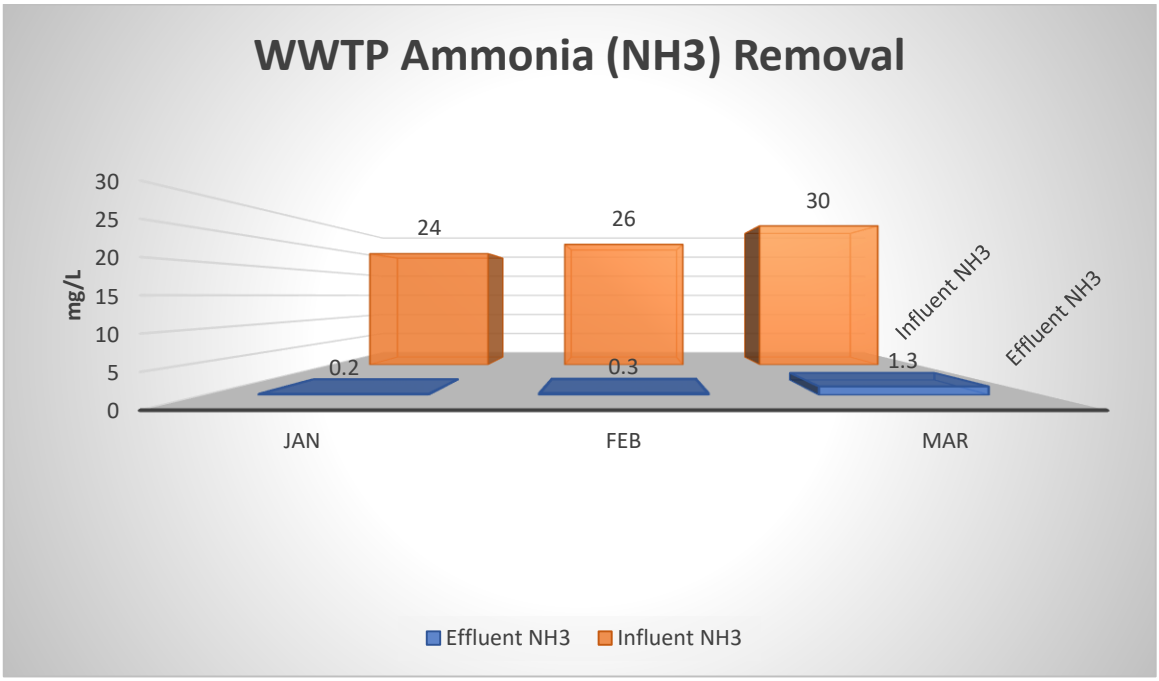


TRAINING

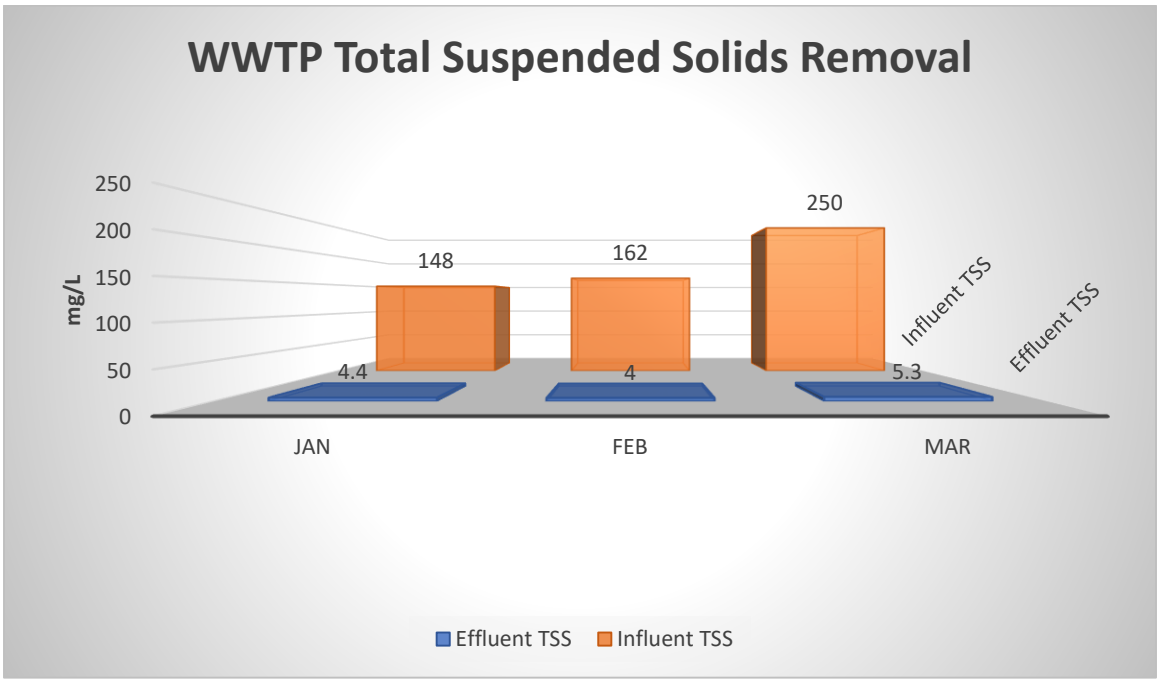
Jack Liggett, Logan Drake and myself attended an EPA webinar on the topic of Phosphorus Removal in SBR's. The sewer plant's new permit goes into effect December 2022 and we are almost for certain there is going to be a phosphorus limit. Thanks again to council for allowing us to purchase the gear for these virtual trainings.



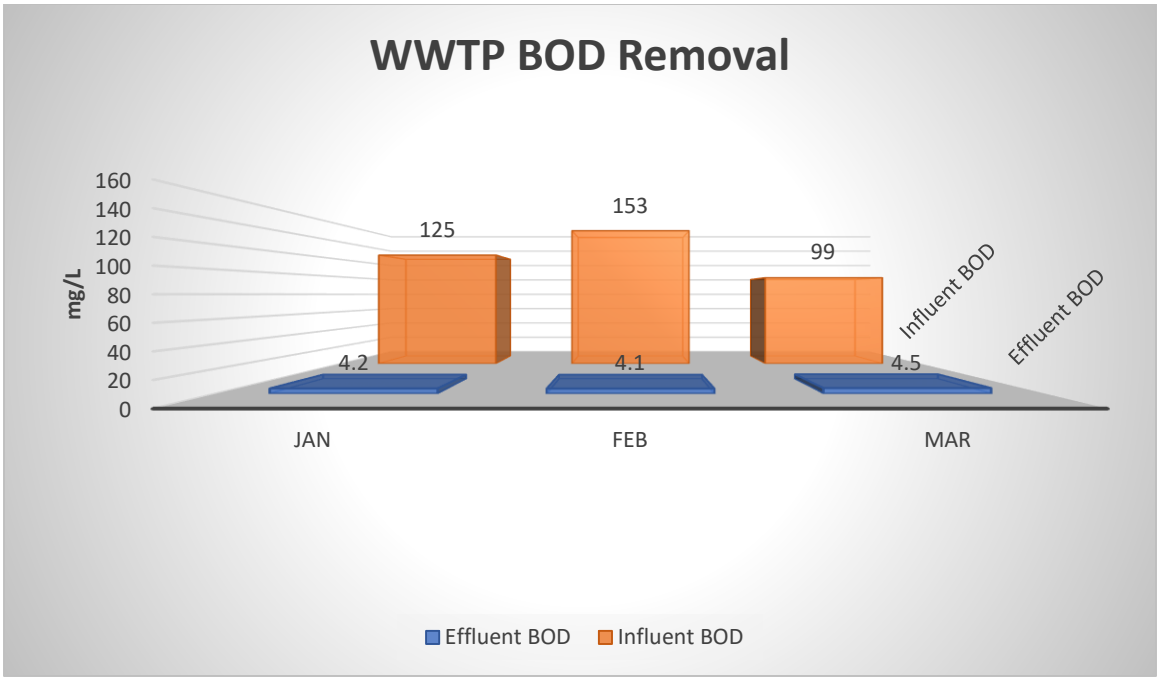
Plant Efficiency Charts



Average % of NH3 removed for the month = 96%

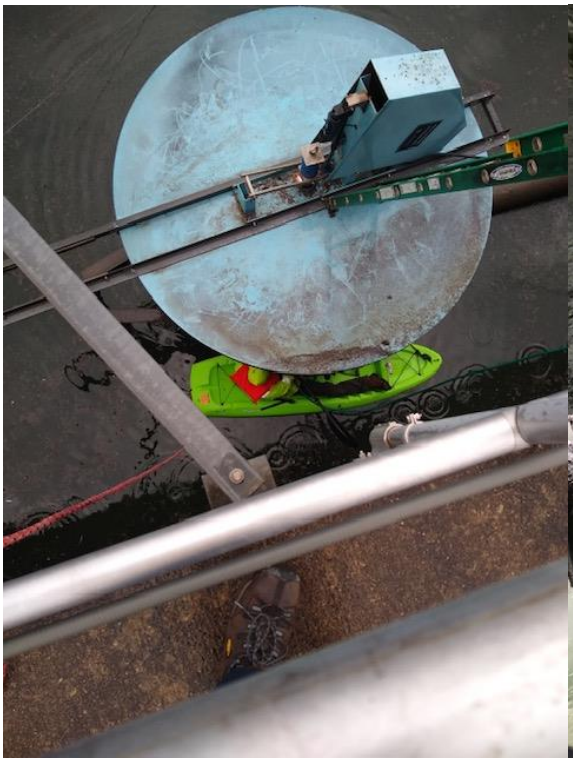


Average % of TSS removed for the month = 98%



Average % of BOD removed for the month = 95%

MAINTENANCE HIGHLIGHTS

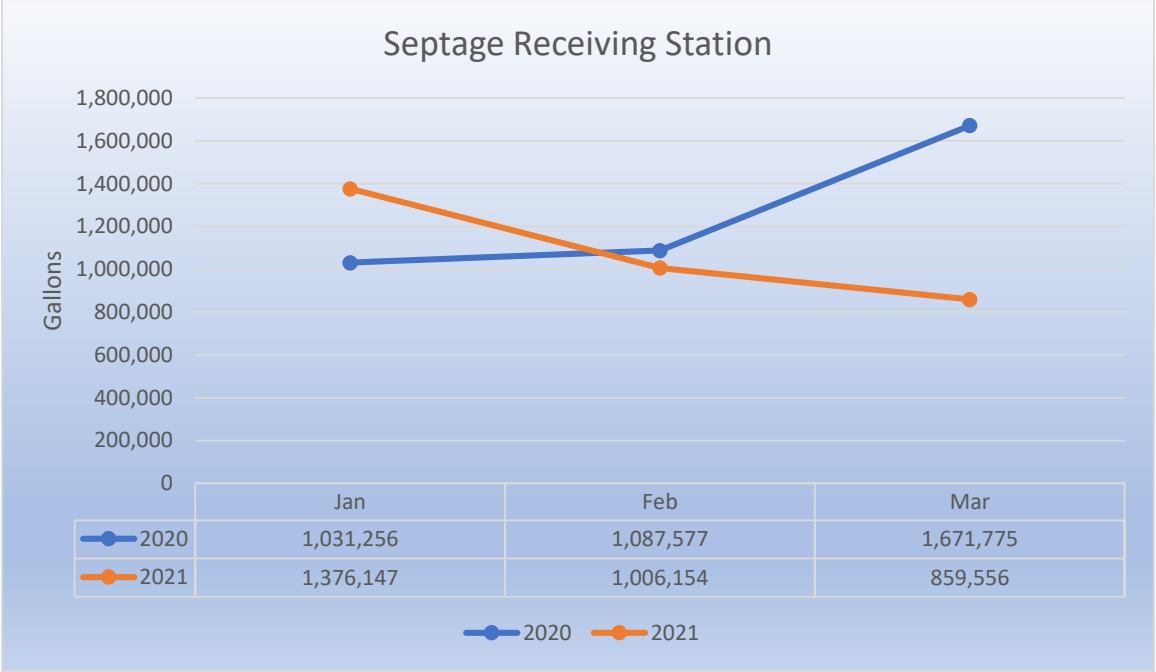


SBR #2 Decanter spring pin had worked its way out of one side of the side lever arms. Replaced with new pin and also had to drain and enter tank to inspect flex joints (bottom right pic) because of the tilted decanter that you see in the first pic. This decanter should be floating level in the tank under normal operation. After inspection, the flex joints are in fact compromised and need replaced. They are currently on order.

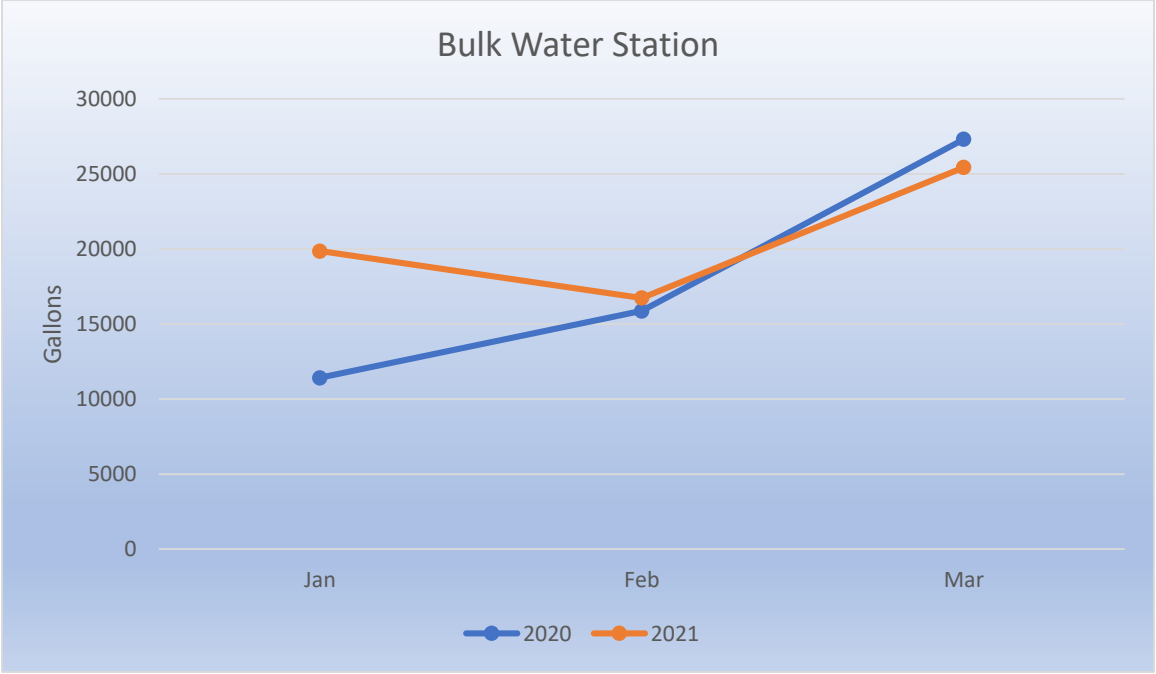
For other maintenance we were having electrical issues with the bulk water station. There are 2 start/stop push button switches that were acting up, sometimes they would work and other times not. I like to do mostly all electrical repair work and diagnosis in house. We tested continuity from the wires at the pole back to the panel to make sure there was no break in main wiring, then found we were getting continuity through a Normally Open (NO) push button switch which should never be the case unless the switch is engaged. After further investigation we found a break in the power cable running to the second start/stop push button switch which prevented making the circuit back through the Normally Closed (NC) switches to the 24V DC input card on the PLC. Ordered and installed new power cable and the station is back to running like a dream.

BULK SEWER & WATER

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



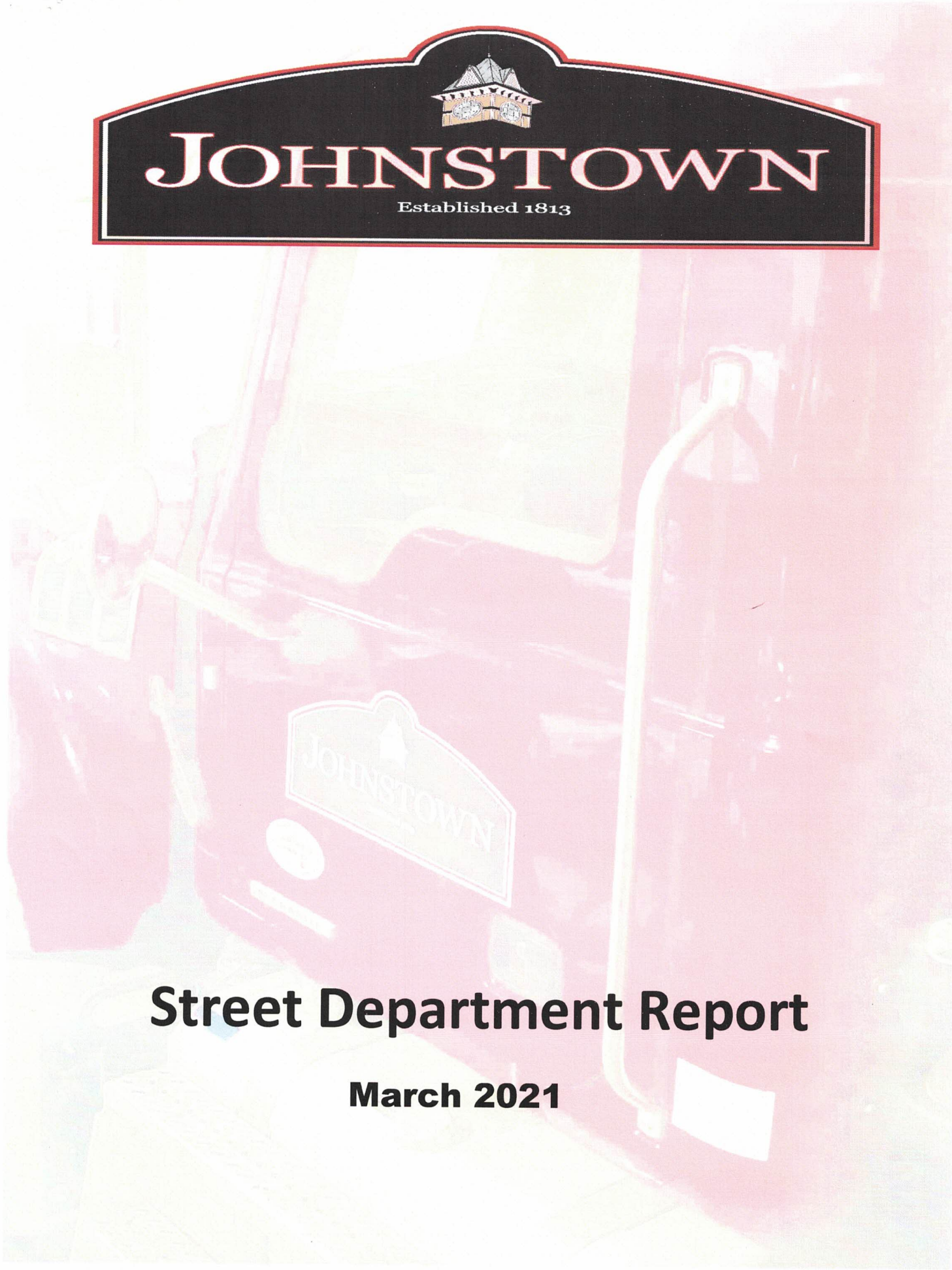
The chart below shows the total amount of bulk water in gallons purchased each month for the current year and past year.



Rick Fitch
Chief Wastewater Operator

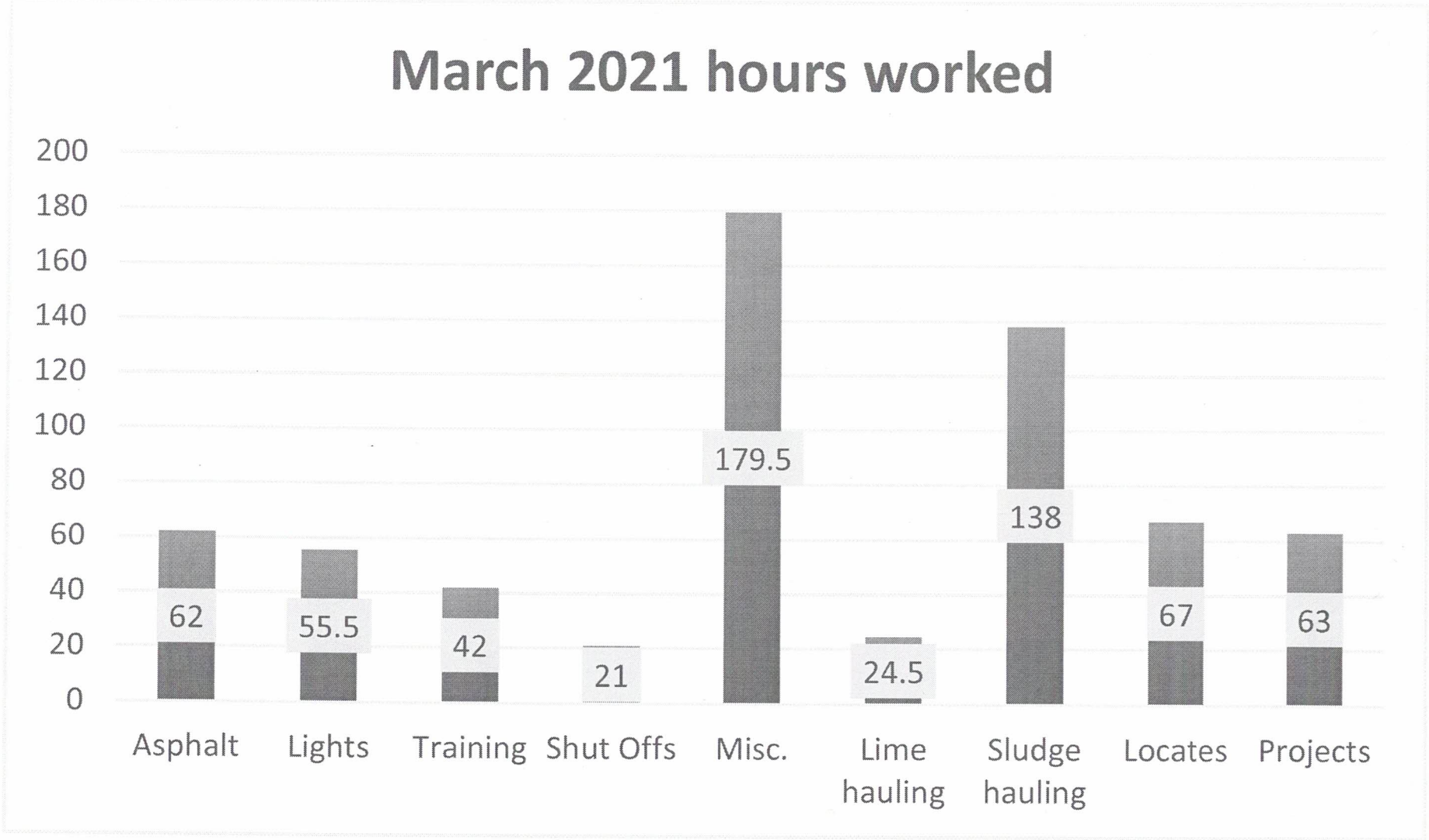
JOHNSTOWN

Established 1813



Street Department Report

March 2021


March 2021 hours worked
200
180
160
140
120
100
80
60
40
20
0
62
55.5
42
21
179.5
24.5
138
67
63
Asphalt
Lights
Training
Shut Offs
Misc.
Lime hauling
Sludge hauling
Locates
Projects

Village of Johnstown
Administrative Offices
www.johnstownohio.org

VILLAGE OF JOHNSTOWN, OHIO

599 S. Main Street
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Telephone: 740-967-3177
Fax: 740-967-3519

Asphalt
12 tons was used this month

Lights
Most of our time was spent in concord crossing, we may wanna consider some new underground wiring in the future for this neighborhood. We are working on the list that has been giving to us by the police department also.

Training
Iworq is about 90% we are still working with their team to get lines included as well as cleaning up the map. We have a asphalt maintenance training coming shortly

Misc
A lot of projects fall under this tab from thermoplasticing uptown to helping with auction item removal. Also Trail head shelter house has been seeded and straw.

Westview
Contractor will begin April 5th and hope to be done by the end of April (weather depending)

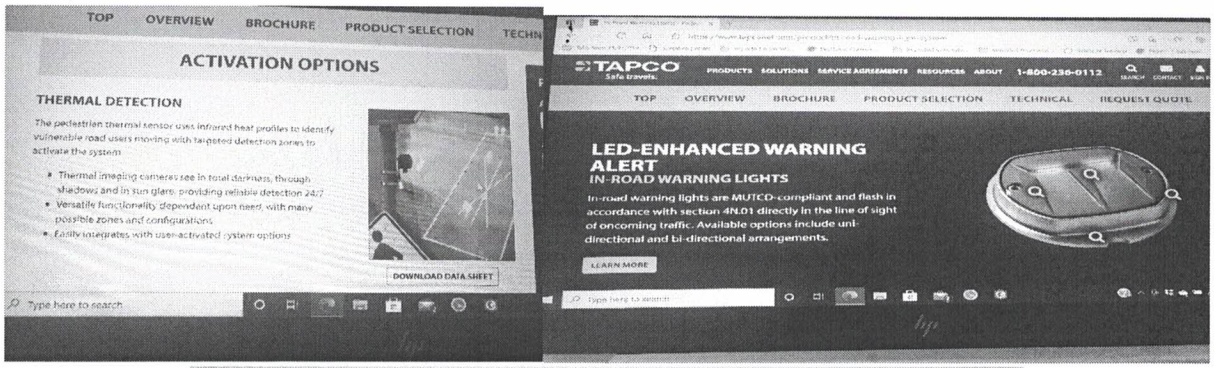
New commerce park
Water and sewer testing has been completed, we are waiting on the water bacteria test and then that line will be put into use

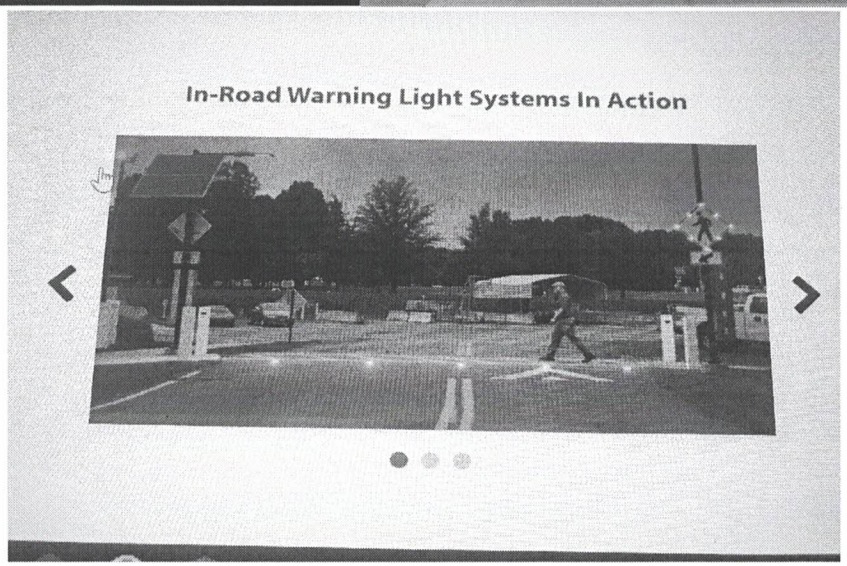
Michael Gutridge
Service Director Johnstown ohio

Cross walk at the corner of South main street and East 62 has been struck yet again. I have been in contact with MP Dory and couple suggesting's has been giving.

1. See if owner of insurance building would allow us to connect to his building (least favorite)
2. Instead of one pole that has to be centered between both walks add a second pole so we can move pole out of radius of the turn
3. Install new warning lights on 62 and place an infrared system to detect when people are standing their waiting to cross street. (please see attached Pictures)

I am working on cost of all of these options, new pole with decorative base should be here in 2-3 months, old pole is still standing for now.





Thermoplastic started in uptown

Village Administration Office
599 S. Main Street
Johnstown, Ohio 43031

(740) 967-3177
www.johnstownohio.org

VILLAGE MANGER REPORT – 04.06.2021

GENERAL ADMINISTRATION

Johnstown was named the 15th Safest City in Ohio for 2021 by Safety.com, a leading home security and safety advocacy website. Analysts from Safety.com assessed data provided by the FBI Crime Report, Gun Violence Archive, U.S. Census Bureau, Insurance Journal and America Health Rankings to create its list of safest cities in Ohio.

The Franklin County Court of Common Pleas has ordered the State of Ohio to refund to municipalities, with interest, the 0.5% administration fee for the centralized collection of municipal net profit filings. Read the ruling here: https://adobe.ly/3vUIvFH

The Department Directors have begun a thorough review and update of the Village Personnel Manual. Our goal is to have an updated to Council for approval in May. The last major update was completed in 2015.

The Village and School District has issued a joint application for Rec District board members. The application is open until 3:00pm, April 16.

On March 26, the Village and partners made a presentation to Congressman Balderson to brief him on the mobility hub concept. The hour-long presentation and discussion went great. The Congressman needs all relevant information needed to submit for an "earmark" by April 16. ***I am going to ask Village Council for a motion of support to steer our resources to this application***.

Our work with LCATS to evaluate the signal operations and flow through the US 62 corridor is underway. The $50,000 study is of no cost to the Village and will provide guidance to the Village for the best operation.

CAPITAL PROJECTS

Well Field Study – After 15 months, the Village has received the final well field study report. You can view it HERE.

Jersey Street & US 62 Sewer – Although not official, the Village was informed the entire project will be covered by principal forgiveness and grant. The total cost of the project including construction, contingency, engineering, and inspection is $1,095,228.

E. Jersey Street Road Reconstruction – The Village's consultant has submitted the revised application for Small Government Funding through OPWC.

Wastewater Treatment Facility – Our staff has met with the Village Engineer to discuss the process and goals of the facility expansion. We will have a scope of work for the design in the next two weeks for review.

ECONOMIC DEVELOPMENT

Enterprise Center – The Village, Port Authority and potential company met briefly last week to discuss (1) improvements to Duncan Plains Road and (2) the potential CRA agreement. The Village will be drafting an MOU for the future improvements needed on Duncan Plains Road. The potential company has signed a letter of intent to purchase all 20 acres as well as 10 additional acres from Duncan Plains, LTD. We expect to advance a purchase agreement for all 20 acres at Johnstown. Once final, the sale of property will get the Village reimbursed for our land purchase shared costs, make the Port whole and we will split the remaining profit with the Port Authority.

Mobility Hub – The RFP has been issued. You can find a copy HERE. Responses are due on April 23.

Broadband - I attended a webinar hosted by BroadbandOhio. A few points I noted during the 90 min presentation:

1. BroadbandOhio doesn't have a website.
2. Broadband to them is considered 25 mps download and 3 mps upload. Not exactly blazing fast in today's market in which some companies want 1,000 mps download speed.

3. This is a primarily residential focused project. However, schools were highlighted as a best use scenario.
3. They are looking at satellite broadband via services such as Elon Musk's Starlink.
4. They will be issuing RFP for projects "soon." I've already tried to get ahold of the director via my connection with DriveOhio but not been successful. I will continue to work on securing a meeting.

I am coordinating a meeting with the Assistant Director of Broadband Ohio for an introductory call.

Respectfully Submitted,

Jim Lenner
Village Manager

Village of Johnstown
Administrative Offices
www.johnstownohio.org

VILLAGE OF JOHNSTOWN

599 S. Main Street
Johnstown, Ohio 43031
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Fax: 740-967-6415

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	Hourly	**15.00**	**24.15**
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**

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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	Salary	**48,000.00**	**78,900.00**
Chief Water Operator	Salary	**48,000.00**	**78,900.00**
Utility Operator Class III	Hourly	**29.80**	**34.73**
Utility Operator Class II	Hourly	**22.50**	**32.92**
Utility Operator Class I	Hourly	**20.48**	**31.12**
Utility Laborer	Hourly	**16.00**	**25.00**
Utility Laborer – part time	Hourly	**15.50**	**20.50**

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:
Effective Date:

_____
Mayor Chip Dutcher

ATTEST TO:

_____
Teresa Monroe, Clerk of Council

APPROVED AS TO FORM:

_____
Yazan Ashrawi, Law Director

DRAFT

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ORDINANCE 09-2021

**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 desires to hire a full-time Water Plant Operator in order to maintain consistent and full operations due to the imminent increases in future production resulting from the Croton Road Waterline and associated business(es); and

WHEREAS, the net effect on the finances of the Village of Johnstown will be increased appropriations totaling $52,500.00; and

WHEREAS, the Water Operating Fund balance is sufficient to cover this appropriation.

Section One. That the appropriations for the Water Operating Fund that were 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:

Water Operating Fund			
Personnel Costs		$	52,500.00
Net effect on Water Operating Fund	**(decrease)**	**$**	**52,500.00**

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 16th, 2021
Public Hearing/Vote: April 6th, 2021
Effective Date:

BY: _____ _____
Mayor Chip Dutcher

ATTEST TO: APPROVED AS TO FORM:

_____ _____
Teresa Monroe, Clerk of Council Yazan Ashrawi, Law Director

DRAFT

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ORDINANCE 10-2021

**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 desires to build a Dog Park at Trailhead Park; and

WHEREAS, the net effect on the finances of the Village of Johnstown will be increased appropriations of **$34,000.00**; and

WHEREAS, Licking Parks District will donate $17,000.00 for this dog park project, to be received by the Village of Johnstown at a future date and allocated as revenue into the Capital Projects Fund; and

WHEREAS, the Capital Projects Fund balance is sufficient to cover this appropriation.

Section One. That the appropriations for the Capital Projects Fund that were 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:

Capital Projects Fund			
Capital Outlay		$	34,000.00
Net effect on Capital Projects Fund	**(decrease)**	**$**	**34,000.00**

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: March 16th, 2021
Public Hearing/Vote: April 6th, 2021
Effective Date:

BY: _____ _____
Mayor Chip Dutcher

ATTEST TO: APPROVED AS TO FORM:

_____ _____
Teresa Monroe, Clerk of Council Yazan Ashrawi, Law Director

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ORDINANCE 11-2021

**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 desires to have the following road projects scheduled in 2021 related to pavement rehabilitation and storm sewer inlet replacements:

- North Oregon St $276,688
- Upham Dr, $69,731
- Benedict Dr, $91,686
- Buena Vista Dr, $48,194

WHEREAS, the net effect on the finances of the Village of Johnstown will be increased appropriations totaling **$486,299.00**; and

WHEREAS, a transfer of funds from the General Fund to the Capital Improvements Fund in the amount of $220,356 will be necessary to allow for these appropriations; and

WHEREAS, the General and Capital Improvements Fund balances are sufficient to cover these appropriations.

Section One. That the appropriations for the General & Capital Improvements Funds that were 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:

General Fund		
Transfers Out		$ 220,356.00
Net effect on General Fund	**(decrease)**	**$ 220,356.00**
Capital Improvements Fund		
Capital Outlay		$ 486,299.00
Net effect on Capital Improvements Fund	**(decrease)**	**$ 486,299.00**

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 16th, 2021

DRAFT

Public Hearing/Vote: April 6th, 2021
Effective Date:

BY: _____ _____
Mayor Chip Dutcher

ATTEST TO: APPROVED AS TO FORM:

_____ _____
Teresa Monroe, Clerk of Council Yazan Ashrawi, Law Director

DRAFT

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ORDINANCE 12-2021

**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 desires to spend additional monies on incidental costs and upgrades associated with the administration building renovation project that was approved by Village Council as part of the CARES Act Federal grants in 2020; and

WHEREAS, the net effect on the finances of the Village of Johnstown will be increased appropriations of **$7,000.00**; and

WHEREAS, the General Fund balance is sufficient to cover this appropriation.

Section One. That the appropriations for the General Fund that were 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:

General Fund			
Land & Buildings – Contractual Services		$	7,000.00
Net effect on General Fund	**(decrease)**	**$**	**7,000.00**

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: March 16th, 2021
Public Hearing/Vote: April 6th, 2021
Effective Date:

BY: _____ _____
Mayor Chip Dutcher

ATTEST TO: APPROVED AS TO FORM:

_____ _____
Teresa Monroe, Clerk of Council Yazan Ashrawi, Law Director

DRAFT

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Fax: 740-967-3519

RESOLUTION 2021-09

A RESOLUTION AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO AN AGREEMENT TO PARTICIPATE IN THE OHIO DEPARTMENT OF TRANSPORTATION ROAD SALT CONTRACTS AWARDED IN 2021

WHEREAS, the Village of Johnstown hereby submits written agreement to participate in the Ohio Department of Transportation's (ODOT) annual road salt bid in accordance with Ohio Revised Code 5513.01(B) and agrees to the terms and conditions in the attached participation agreement.

WHEREAS, Section 5513.01 (B) of the Ohio Revised Code provides the opportunity for Political Subdivisions including Counties, Townships, Municipal Corporations, Port Authorities, Regional Transit Authorities, State Colleges/Universities and County Transit Boards, and others to participate in contracts of the Ohio Department of Transportation for the purchase of machinery, material, supplies or other articles.

WHEREAS, The Village Manager hereby requests authority in the name of the Village of Johnstown to participate in the Ohio Department of Transportation contracts for the purchase of machinery, materials, supplies or other articles which the Department has entered into pursuant to Ohio Revised Code Section 5513.01 (B).

NOW, THEREFORE, Be it resolved by the Village of Johnstown:

SECTION 1. That the Village Manager is hereby authorized to agree in the name of the Village of Johnstown to be bound by all terms and conditions as the Director of Transportation prescribes in the attached Participation Agreement for Road Salt Contracts awarded in 2021 and incorporated as if fully rewritten herein.

SECTION 2. That the 2021 order for Sodium Chloride (Road Salt) will be Three Hundred Seventy Five (375) Tons.

SECTION 3. That the Village Manager is hereby authorized to agree in the name of the Village of Johnstown to directly pay vendors, under each such contract of the Ohio Department of Transportation in which the Village of Johnstown participates, for items it receives pursuant to the contract.

SECTION 4. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council and that meetings of any of its committees that resulted in such formal action were meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code and the Charter of the VILLAGE OF JOHNSTOWN.

Introduction/Public Hearing/Vote: April 6, 2021

By:_____ _____
Mayor Chip Dutcher

ATTEST TO: APPROVED AS TO FORM:

_____ _____
Teresa Monroe, Clerk of Council Yazan Ashrawi, Law Director

RESOLUTION AUTHORIZING PARTICIPATION
IN THE ODOT ROAD SALT CONTRACTS AWARDED IN 2021

WHEREAS, the **Village of Johnstown** (hereinafter referred to as the "Political Subdivision") hereby submits this written agreement to participate in the Ohio Department of Transportation's (ODOT) annual road salt bid in accordance with Ohio Revised Code 5513.01(B) and hereby agrees to all of the following terms and conditions in its participation of the ODOT road salt contract:

a. The Political Subdivision hereby agrees to be bound by all terms and conditions established by ODOT in the road salt contract and acknowledges that upon of award of the contract by the Director of ODOT it shall be bound by all such terms and conditions included in the contract; and

b. The Political Subdivision hereby acknowledges that upon the Director of ODOT's signing of the road salt contract, it shall effectively form a contract between the awarded salt supplier and the Political Subdivision; and

c. The Political Subdivision agrees to be solely responsible for resolving all claims or disputes arising out of its participation in the ODOT road salt contract and agrees to hold the Department of Transportation harmless for any claims, actions, expenses, or other damages arising out of the Political Subdivision's participation in the road salt contract; and

d. The Political Subdivision's electronic order for Sodium Chloride (Road Salt) will be the amount the Political Subdivision agrees to purchase from its awarded salt supplier at the delivered bid price per ton awarded by the Director of ODOT; and

e. The Political Subdivision hereby agrees to purchase a minimum of 90% of its electronically **submitted** salt quantities from its awarded salt supplier during the contract's effective period; and

f. The Political Subdivision hereby agrees to place orders with and directly pay the awarded salt supplier on a net 30 basis for all road salt it receives pursuant to ODOT salt contract; and

g. The Political Subdivision acknowledges that should it wish to rescind this participation agreement it will do so by written, emailed request by no later than Friday, April 30 **by 5:00 p.m**. The written, emailed request to rescind this participation agreement must be received by the ODOT Office of Contract Sales, Purchasing Section email: Contracts.Purchasing@dot.ohio.gov by the deadline. The Department, upon receipt, will respond that it has received the request and that it has effectively removed the Political Subdivision's participation request. Furthermore, it is the sole responsibility of the Political Subdivision to ensure ODOT has received this participation agreement as well as the receipt of any request to rescind this participation agreement. The Department shall not be held responsible or liable for failure to receive a Political Subdivision's participation agreement and/or a Political Subdivision's request to rescind its participation agreement.

NOW, THEREFORE, be it ordained by the following authorized person(s) that this participation agreement for the ODOT road salt contract is hereby approved, funding has been authorized, and the Political Subdivision agrees to the above terms and conditions regarding participation on the ODOT salt contract:

_____ (Authorized Signature) _____ Approval Date

_____ (Authorized Signature) _____ Approval Date

_____ (Authorized Signature) _____ Approval Date

_____ (Authorized Signature) _____ Approval Date

_____ (Authorized Signature) _____ Approval Date

THIS RESOLUTION MUST BE UPLOADED TO THE SALT PARTICIPATION WEBSITE BY NO LATER THAN FRIDAY, APRIL 30, 2021.

PLEASE NOTE: THE DEPARTMENT WILL NOT ACCEPT TYPED SIGNATURES. PARTICIPATION AGREEMENTS SUBMITTED WITH TYPED SIGNATURES WILL BE INVALID AND INELIGIBLE FOR APPROVAL. YOU CANNOT SUBMIT A WORD DOCUMENT VERSION OF THIS PARTICIPATION AGREEMENT. NO EXCEPTIONS.

AGENDA REPORT

VILLAGE COUNCIL
APRIL 6, 2021

AGENDA ITEM
RES #2021-09 A RESOLUTION AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO AN AGREEMENT TO PARTICIPATE IN THE OHIO DEPARTMENT OF TRANSPORTATION ROAD SALT CONTRACTS AWARDED IN 2021

PREPARER(S)
Teresa Monroe, Clerk of Council

RECOMMENDED ACTION
Approval recommended as requested by Assistant Village Manager Jack Liggett

HISTORY
The Village participates in the ODOT road salt bid annually for purchase from its awarded salt supplier.

SUMMARY
Authority: The Village participates in the annual bid in accordance with Ohio Revised Code 5513.01(B)

Urgency: The Resolution of Council and signed Participation Agreement must be received by ODOT no later than April 30, 2021.

Relation to Other Actions: None

FISCAL IMPACT
Current Budget: Funds for road salt are currently budgeted for 2021.

Future Budget: Funds are budgeted annually.

ADDITIONAL MATERIAL
None

ATTACHMENTS
Resolution 2021-09 and ODOT Participation Agreement

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RESOLUTION 2021-10

A RESOLUTION AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO A CONTRACT TO PARTICIPATE IN THE PUBLIC ENTITIES POOL (PEP) OF OHIO FOR PROPERTY AND LIABILITY INSURANCE

WHEREAS, The Village Finance Director has reviewed proposals for property and liability insurance coverage; and

WHEREAS, the annual renewal date for property and liability coverage is April 1st.

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 a contract to participate in the Public Entities Pool (PEP) of Ohio, a Joint Self-Insurance Pool for property and liability insurance, a copy of which is attached hereto and incorporated herein by reference.

Section 2: See Exhibit A for full contract.

Date of Introduction/Public Hearing/Vote: April 6, 2021
Effective:

By: _____
_____
Chip Dutcher, Mayor

ATTEST TO:

_____
Teresa Monroe, Clerk of Council

APPROVED AS TO FORM:

_____
Yazan Ashrawi, Law Director

Member: _____

INTERGOVERNMENTAL CONTRACT
FOR THE ADMINISTRATION OF THE
PUBLIC ENTITIES POOL OF OHIO

Whereas, Ohio Revised Code 2744.081, as the same may be amended, authorizes political subdivisions to join with other political subdivisions to establish and maintain a joint self-insurance pool; and

Whereas, in 1987, certain Ohio political subdivisions entered into an Intergovernmental Contract for the Administration of the Public Entities Pool of Ohio ("Contract") and formed a joint self-insurance pool known as the Public Entities Pool of Ohio ("Pool" or "PEP"); and

Whereas, since 1987, additional Ohio political subdivisions have joined the Pool by executing the Contract, as the same has been amended from time to time; and

Whereas, the Board of Directors desires to update the Contract and amend and restate the Contract in its entirety as set forth herein;

Now, therefore, all new and existing Members agree to abide by the terms and conditions of this Contract. In consideration of the mutual covenants of all signatories hereto, it is agreed as follows:

ARTICLE I - NAME

The joint self-insurance pool established is known as the Public Entities Pool of Ohio and is a separate legal and administrative entity for the purpose of effectuating this Contract. Pursuant to the terms and conditions of this Contract, the Pool shall have perpetual duration and shall continue until terminated.

ARTICLE II - PURPOSE

The purposes of the Pool are, consistent with Ohio R.C. §2744.081, to provide for joint and cooperative pooling of financial and administrative resources, to provide risk management and risk sharing services to Members, and to defend and indemnify, in accordance with this Contract, any Member of the Pool against liability as outlined in the Appendix.

The Pool shall not be considered an insurance company. The Pool's activities and operations do not constitute doing an insurance business.

This Contract is binding on current and future Members.

The liability of each Member is limited to the amount of financial contributions required to be made to the Pool pursuant to this Contract.

This Contract shall not inure to the benefit of third parties. The parties hereto do not waive sovereign or governmental immunity. In no event shall a Member be responsible, jointly or severally, for the liabilities of any other Member.

ARTICLE III - DEFINITIONS

In the interpretation of this Contract, the following definitions shall apply unless the context requires another interpretation:

1. "Administrator" shall mean the entity designated on Exhibit A to administer the Pool and to perform such additional duties as shall be delegated by the Board in accordance with any administration agreements with the Pool.

2. "Annual Casualty Budgetary Contribution" shall mean those contributions made by Members pursuant to Article X.

3. "Annual Property Budgetary Contribution" shall mean those contributions made by Members pursuant to Article XI applicable to coverage for Property Risks.

4. "Basis Rate" shall mean that amount annually promulgated by the Administrator deemed necessary to provide the Scope of Coverage afforded to a Member for the period of one year, with due consideration to the Member's individual characteristics.

5. "Board" shall mean the Board of Directors of the Public Entities Pool of Ohio.

6. "Casualty Budgetary Fund" shall mean that fund established and maintained pursuant to Article X, which may be supplemented with investment income.

7. "Casualty Risk Sharing Certificate" shall mean the documents provided to a Member evidencing the scope, nature, and limits of participation in the Pool, which documents are a counterpart to this Contract and include without limitation the Legal Defense and Claim Payment Agreement Declarations, the Schedule of Coverages, the Legal Defense and Claim Payment Agreement and all endorsements, forms and attachments thereto.

8. "Contract" shall mean this Intergovernmental Contract, including all counterparts and amendments hereto, which taken together, shall constitute one contract.

9. "Cumulative Reserve Fund" ("CRF") shall mean those amounts paid by Members pursuant to Article XII. The CRF may be supplemented by investment earnings.

10. "Cumulative Reserve Fund Contribution" shall mean those amounts paid by Members to fund the Cumulative Reserve Fund pursuant to Article XII.

11. "Member" shall mean a Political Subdivision participating in the Public Entities Pool of Ohio by executing this Contract.

12. "PEP" shall mean the Public Entities Pool of Ohio, a trade name registered with the Ohio Secretary of State.

13. "Political Subdivision" shall have the same meaning as the definition of "Political Subdivision" in Ohio Revised Code 2744.01, as the same may be amended.

14. "Pool" shall mean the Public Entities Pool of Ohio.

15. "Property Budgetary Fund" shall mean that fund established and maintained pursuant to Article XI, which may be supplemented by investment income.

16. "Property Coverage" shall mean the coverage afforded a Member for Property Risk as outlined in the Scope of Coverage and the Member's Property Risk Sharing Certificate and subsequent amendments and/or endorsements thereto.

17. "Property Risk" shall mean Property, Vehicle Physical Damage, Inland Marine, Crime and other coverage commonly provided to a Political Subdivision.

18. "Property Risk Sharing Certificate" shall mean the documents provided to a Member evidencing the scope, nature, and limits of Property Coverage participation in the Pool, which documents are a counterpart to this Contract and include without limitation the Governmental Property Agreement Coverage Declarations, Schedule of Benefits, the Governmental Property Agreement and all endorsements and attachments thereto.

19. "Scope of Coverage" shall mean the coverage, limits, and deductibles as outlined in the Appendix and subsequent amendments thereto.

ARTICLE IV - MEMBERSHIP

Membership of the Pool shall consist of Political Subdivisions that have entered into this Contract. Current Members agree to the admission of future Members and acknowledge that they shall have no right to object to the addition of new Members provided the new Members are admitted in accordance with the terms hereof. This Contract shall continue in force for Members unless the provisions for withdrawal or termination are applied.

Each Member shall appoint a representative and an alternate to represent the Member with the Pool. That representative shall act as liaison between the Member and the Pool. The representative shall communicate risk reduction and loss control information, and any other information or instructions concerning the obligations of the Member imposed by this Contract and the rules and regulations established hereunder. Representatives or alternates shall vote on behalf of Members.

Members shall:

1. Report promptly to the Pool any incident which could result in a claim being made by or against the Member within the Scope of Coverage;

2. Cooperate with the Board and/or the Administrator in establishing loss control procedures required by the Board and/or the Administrator;

3. Provide to the Pool such information as needed for rating purposes, including, but not limited to, an audit prepared by the Member's staff, a certified public accountant, or by the Auditor of the State of Ohio of all revenues and expenditures by the Member for any Member's fiscal year for which figures are requested by the Administrator and/or the Pool;

4. Provide access to all applicable records, of any type, and to all properties of the Member upon request of the Administrator and/or Pool;

5. Cooperate with the Pool's attorneys, claims adjustors, the Administrator, and any employee, officer, or subcontractor relating to the work of the Pool;

6. Permit attorneys and others employed by the Pool to represent the Member in investigation, settlement, and all levels of litigation arising out of any claim made against the Member within the Scope of Coverage furnished by the Pool; and

7. Pay when due all annual contributions or other monetary amounts, due or required, pursuant to this Contract.

ARTICLE V - BOARD OF DIRECTORS

1. Composition of the Board. As of the effective date of this Contract, there are eight (8) Directors on the Board, consisting of six (6) Elected Directors, one (1) Permanent Director, and one (1) *Ex Officio* Director. The Board may increase or decrease the number of Directors by majority vote of the Board. The number of Permanent and *Ex Officio* Directors shall always be less than the number of elected Directors.

2. Qualifications of Elected Directors. Elected Directors shall be either elected or appointed representatives or officials of Pool Members. Directors shall not at any time have any substantial interest in, or affiliation with, a competitive company or entity.

3. Permanent Director. The Association of Ohio Health Commissioners, Inc. shall be entitled to designate an individual to fill a Permanent Director position on the Board to represent health districts in Ohio. If no such individual is designated, the Board shall designate a representative of health districts to occupy that position. Since the Health Districts are represented by an individual filling a permanent Board seat, they may not sponsor an official or a representative for a Board position. Additional Permanent Director positions may be established by a majority vote of the Board.

4. *Ex Officio* Directors. By majority vote of the Board, the Board may establish *Ex Officio* Director positions to be filled by representatives of sponsoring associations. The length of term and the voting rights, if any, of *Ex Officio* Director positions shall be determined by majority vote of the Board and set forth in a written agreement with the sponsoring association.

5. Vacancies. Should the number of Directors become less than the number established by the Board, the remaining Directors may appoint an individual to fill the remaining term of such vacancy or utilize the election process set forth in the Election Policy. Any director may resign by sending notice of resignation to the Administrator or to the Chair.

6. Term of Elected Directors. Members shall elect Directors pursuant to an Election Policy established by the Board of Directors. Directors shall be elected to three (3) year terms in accordance with the Election Policy. Such terms shall be staggered so that approximately one-third (1/3) of the Elected Director positions are scheduled for election each year. Directors shall serve until their successors have taken office. Pool Members and Directors may nominate candidates according to the Election Policy. There shall be no prohibition on election to successive terms. Election shall be by a

majority vote of those Members voting. Each Member shall be entitled to one vote for each open position.

7. Meetings of the Board. Meetings of the Board shall be held at least annually at such times as the Board or Administrator shall prescribe. Any item of Pool business may be considered at such meetings where a quorum is present. As used herein "majority vote" shall mean the majority of voting Directors present, when a quorum has been established. Special meetings may be called by the Administrator or the Chair, or by a majority of voting Directors and may be held in person or by electronic or telephonic methods.

8. Quorum. A quorum is the number of Directors that would constitute a majority of the voting Directors if all voting Directors were present, which at the effective date of this Contract is four (4) Directors.

9. Officers. By majority vote, the Board at its first regular meeting of each fiscal year, shall appoint Directors to serve as the Chair, Vice-Chair, Secretary, and Treasurer. There shall be no prohibition on successive officer terms.

10. Executive Committee. The officers shall constitute the Executive Committee. The Executive Committee may act only on urgent matters between Board meetings. It shall report any action taken to the Board at its next meeting for ratification.

11. Board Compensation and Expense Reimbursement. Directors shall be entitled to reimbursement of actual expenses incurred in the pursuit of Pool business as set forth in the Expense Reimbursement Policy and such other reasonable and lawful compensation as may be determined from time to time by a majority vote of the Board.

12. Clerk. The Administrator shall serve as Clerk to the Board and all Board Committees and shall attend all Board and Committee Meetings unless excused from executive sessions.

13. Committees. The Board may create any number of committees which shall report to the Board and which shall assist the Board as requested. The Chair shall appoint committee members.

ARTICLE VI - POWERS AND DUTIES OF THE BOARD OF DIRECTORS

The Board shall administer this Contract and manage the funds of the Pool. The Board is empowered to undertake or delegate to others to perform and carry out, on behalf of the undersigned, each and every act necessary, or desirable, to carry out the purposes of this Contract and the work of the Pool. The Board is empowered to do the following, including without limitation:

1. Administer the Pool, receive Members' contributions to the Pool, and settle and pay claims and losses on behalf of Members;

2. Make and enter into contracts to conduct and operate the business of the Pool;

3. Employ agents and employees on behalf of the Pool;

4. Incur debts, liabilities and obligations on behalf of the Pool, but no debt, liability or obligation so incurred shall be the specific debt, liability, or obligation of any Member;

5. Engage in litigation for the Pool or Members;

6. Acquire and dispose of personal property;

7. Advise Members on loss control guidelines and procedures, and provide them with risk management services, loss control, and risk reduction information;

8. Purchase reinsurance and excess insurance and enter into such excess risk sharing pools as may be available and deemed desirable for the protection of the Members and the Pool itself;

9. Invest Pool funds in securities and investments in a prudent and lawful manner;

10. Promulgate procedures and regulations for the operation of the Pool and the general administration of this Contract;

11. Take such action as is necessary to terminate the participation of any Member that fails to comply with the requirements of the Board concerning contractual obligations;

12. Provide surety and fidelity bonds for Directors and all other persons charged with the custody or investment of Pool monies; and

13. Authorize distributions of any surplus including but not limited to casualty and property surplus and the Cumulative Reserve Fund. The Board shall have the sole authority to establish a basis for distribution and decide when the distribution of the surplus shall be made and the amount to be distributed.

ARTICLE VII - ADMINISTRATOR

The Board may delegate to the Administrator such of its powers and duties as the Board shall deem advisable and all signatories hereto ratify and endorse such delegation and contracts with third parties executed by the Board on behalf of the Pool, including without limitation the administration agreement.

The Board shall receive, at least annually, a report from the Administrator. The nature and details of the report shall be established by the Board and shall be in addition to any reports that the Administrator shall be required to file with any regulatory authority having jurisdiction over the Pool.

ARTICLE VIII - NONLIABILITY OF THE BOARD AND ADMINISTRATOR

The Board, the Administrator, and their directors, officers, and employees ("Indemnified Parties") shall not be liable for, and shall be held harmless and defended by the Pool against, any act of negligence, mistake of judgment, or any other action made, taken or omitted by them in good faith, including any loss incurred through investment of funds or failure to invest the same, unless the act or omission is the result of a willful act done in bad faith.

No covenant or agreement contained herein shall be deemed to be the covenant or agreement of any individual Director or the Administrator nor any of their employees, and no such individuals or entities shall be subject to any personal liability or accountability by reason of the acceptance of a position or the undertaking of the performance of any of the responsibilities, obligations, or duties contemplated in the carrying out of this Contract.

ARTICLE IX - INDEMNIFICATION

The Pool's funds may be used to indemnify, defend, and hold harmless the Indemnified Parties as set forth in Article VIII. The indemnity, defense, and hold harmless obligations of this Contract shall be joint and several with all signatories to this Contract; provided, however, this obligation shall be considered an expense of the Pool and in no event shall any individual signatory be liable for more than its pro rata contractual obligation herein.

The Pool may purchase insurance providing coverage for any Indemnified Party.

ARTICLE X - ESTABLISHMENT AND MAINTENANCE OF THE CASUALTY BUDGETARY FUND

1. The Board shall establish and maintain a Casualty Budgetary Fund, which shall consist of Annual Casualty Budgetary Contributions in amounts deemed sufficient to produce annually the sum of money necessary to fund the general and administrative expenses for casualty, casualty reinsurance and excess insurance expenses, current year claims and claims expenses, all or any portion of any deficiencies which may occur as a result of withdrawals from the Cumulative Reserve Fund, the Pool's obligation to satisfy the requirements of any regulatory authority, the Pool's obligations and expenses set forth in this Contract, and to establish and maintain surplus in a reasonable amount deemed appropriate by the Board.

2. Thirty (30) days prior to the Pool's fiscal year end, or at such other time as directed by the Board, the Administrator shall prepare an Annual Casualty Budget for the succeeding fiscal year, which shall consist of the foregoing items in amounts deemed sufficient for the succeeding fiscal year. Each Member's share of the Annual Casualty Budget shall be allocated to the Member as its Annual Casualty Budgetary Contribution. Each Member's Annual Casualty Budgetary Contribution shall be in the proportion that said Member's total paid Basis Rate, modified to reflect the loss experience of the Member, bears to the total of all Members total paid Basis Rates as of the date of such calculation and with due consideration of the Member's individual characteristics.

3. If there is a surplus in the Casualty Budgetary Fund at the end of any fiscal year, in the discretion of the Board, any portion of, or all of, such surplus may be retained by the Pool as surplus, utilized to satisfy a deficiency, or applied toward the Annual Casualty Budget for the subsequent year.

4. If the Casualty Budgetary Fund is exhausted during any Pool fiscal year, any funds required to fulfill the purpose of the Casualty Budgetary Fund may be withdrawn from the Cumulative Reserve Fund, in which instance the same shall be repaid with funds from the Casualty Budgetary Fund in the time and manner prescribed by the Board. The sum so withdrawn shall constitute a deficiency.

ARTICLE XI - ESTABLISHMENT AND MAINTENANCE OF THE PROPERTY BUDGETARY FUND

1. The Board shall establish and maintain a Property Budgetary Fund, which shall consist of Annual Property Budgetary Contributions in amounts deemed sufficient to produce annually the sum of money necessary to fund the general and administrative expenses for Property Risks, reinsurance and excess insurance expenses for Property Risks, current year losses and loss expenses for Property Risks, all or any portion of any deficiencies which may occur as a result of withdrawals from the Pool's other available funds, the Pool's obligation to satisfy the requirements of any regulatory authority, the Pool's obligations and expenses set forth in this Contract, and to establish and maintain surplus in a reasonable amount deemed appropriate by the Board.

2. At least thirty (30) days prior to the Pool's fiscal year end, the Administrator shall prepare an Annual Property Projection for the succeeding fiscal year, which shall consist of the foregoing items in amounts deemed sufficient for the succeeding fiscal year. Each Member's share of the Annual Property Projection shall be allocated to the Member as its Annual Property Budgetary Contribution, which shall be due on the Member's Property Risk Sharing Certificate anniversary date.

3. If there is a surplus in the Property Budgetary Fund at the end of any fiscal year, in the discretion of the Board, any portion of, or all of, such surplus may be retained by the Pool as surplus, utilized to satisfy a deficiency, or applied toward the Annual Property Projection for the subsequent year.

4. If the Property Budgetary Fund is insufficient during any Pool fiscal year to pay the foregoing expenses and losses, the Administrator shall immediately collect any reinsurance as may be available to the Pool. If any available reinsurance and Property Budgetary Fund balances are insufficient to pay expenses and losses, the Board may transfer funds from the Pool's other available funds, in which instance the sum so transferred shall be repaid with funds from the Property Budgetary Fund in the time and manner prescribed by the Board.

ARTICLE XII - ESTABLISHMENT AND MAINTENANCE OF THE CUMULATIVE RESERVE FUND

In addition to the Annual Casualty Budgetary Contributions made to the Casualty Budgetary Fund pursuant to Article X, Members purchasing casualty coverage shall make annual contributions for the establishment and maintenance of a Cumulative Reserve Fund. Such Cumulative Reserve Fund Contribution shall be based on each Member's Basis Rate in accordance with the following schedule (prorated as needed) or a future schedule adopted by the Board:

Initial Contribution	100% of Basis Rate
First Anniversary	75% of Basis Rate
Second Anniversary	50% of Basis Rate
Third Anniversary	30% of Basis Rate
Fourth Anniversary	25% of Basis Rate
Fifth Anniversary	20% of Basis Rate

Thereafter, no further contribution shall be made to the Cumulative Reserve Fund unless the Board shall require further annual contributions for the purpose of maintaining the Cumulative Reserve Fund at a level determined by the Board not to exceed 300% of Basis Rate, or to comply with the requirements of any applicable regulatory authority having jurisdiction over the Pool.

The Board may authorize distributions of Cumulative Reserve Funds to fully vested Members whose CRF balance exceeds the level determined by the Board for a distribution. The Board shall have the sole authority to establish a basis for distribution and decide when the distribution of surplus shall be made and the amount to be distributed.

ARTICLE XIII - MEMBER WITHDRAWAL, CANCELLATION, OR TERMINATION OF CASUALTY COVERAGE

The provisions of this Article pertain exclusively to casualty coverage.

1. Members agree to continue membership for a period of not less than one (1) full year. At the conclusion of such period, or on the anniversary thereof, a Member who has given sixty (60) days prior written notice to the Pool may withdraw. Such withdrawal notice shall be valid for a period of one hundred twenty (120) days. Within one hundred twenty (120) days following withdrawal, the Pool shall apply the following formula to determine the amount (if any) to be refunded to the withdrawing Member.

The amount (if any) to be refunded to the withdrawing Member shall be calculated as follows:

The withdrawing Member's "Vested Interest in CRF Contributions"
- minus distributions of CRF received by the withdrawing Member;
- minus the Annual Casualty Budgetary Contribution which the withdrawing Member would have made for the one year period following withdrawal;
- minus the withdrawing Member's proportionate share (determined in the manner set forth in Article X) of any deficiencies

Total: to be received by the withdrawing member

As used herein, "Vested Interest in CRF Contributions" shall mean the percentage of CRF contributions made to the Pool by said withdrawing Member according to the following vesting schedule:

End of Member's First Full Year	50%
End of Member's Second Full Year	60%
End of Member's Third Full Year	70%
End of Member's Fourth Full Year	80%
End of Member's Fifth Full Year	90%
End of Member's Sixth Full Year and thereafter	100%

Effective 12:01 a.m. on the date of withdrawal, payments for all claims and claims expenses shall thereafter become the sole responsibility of the withdrawing Member without regard to whether a claim occurred or was reported prior to the withdrawal of the Member's participation in the Pool.

At the request of the withdrawing Member, the Pool will continue to service all claims which have been reported to the Pool during the withdrawing Member's period of participation so long as the withdrawing Member shall promptly reimburse the Pool for all claims expenses incurred. Payment of all claims so serviced by the Pool for a withdrawing Member shall be the sole responsibility of the withdrawing Member, and the Pool shall incur no liability for payment of claims by virtue of servicing claims under the terms of this paragraph.

2. After completing three (3) consecutive full years of membership, a Member may, at the conclusion of such period or on any anniversary thereof and with sixty (60) days prior written notice, withdraw from the Pool and elect to purchase an Extended Reporting Provision from the Pool, at a cost not to exceed 200% of the Member's current year Annual Casualty Contribution, subject to the following:

(a) For Members that join the Pool on or after May 1, 2012, the Pool agrees to defend, settle, and pay claims within the scope and limits set forth in the Member's Casualty Risk Sharing Certificate that was in effect on the date of the occurrence out of which such claim arose, without regard to whether said claim was reported to the Pool prior to the withdrawal of the Member's participation in the Pool.

(b) For Members that joined the Pool before May 1, 2012, the Pool agrees to defend, settle, and pay claims within the scope and limits set forth in the Member's Casualty Risk Sharing Certificate that was in effect on the date of the occurrence out of which such claim arose, provided that the date of the occurrence out of which such claim arose was subsequent to the Members first annual anniversary date after May 1, 2012. The Pool agrees to defend, settle, and pay said claims without regard to whether said claims were reported to the Pool prior to the withdrawal of the Member's participation in the Pool.

3. The Pool may, by a two-thirds (2/3) vote of the voting Directors, and after sixty (60) days prior written notice to the Member, cancel a Member's participation in the Pool and terminate its Intergovernmental Contract effective at the end of any Casualty Risk Sharing Certificate year. Thereafter, it shall be the responsibility of the Pool to defend, settle, and pay claims within the scope and limits set forth in the cancelled Member's Casualty Risk Sharing Certificate in effect on the date of the occurrence out of which such claim arose. This provision shall apply solely to claims for occurrences during the cancelled Member's participation, as evidenced by the Member's Casualty Risk Sharing Certificate. The cancelled Member shall have the right, prior to the actual date of cancellation, to withdraw from the Pool by giving notice of such withdrawal. Electing to so withdraw, the Member shall be subject to the provisions of paragraph one (1) of this Article. Upon failure to elect to give notice of withdrawal, the cancelled Member forfeits all rights to a refund of those Cumulative Reserve Fund contributions made to the Pool by said cancelled Member.

4. Any Member that fails to make payments when due shall be terminated from the Pool effective on the date the payment was due and upon that effective date of termination, all coverage and benefits hereunder shall cease. All claims and claims expenses thereafter shall become the sole responsibility of the terminated Member without regard to whether a claim occurred or was reported prior to the termination of the Member's participation in the Pool. At the request of the terminated Member, the Pool will continue to service all claims which have been reported to the Pool during the terminated Member's period of participation so long as the terminated Member shall promptly reimburse the Pool for all claims expenses incurred. Payment of all claims so serviced by the Pool for a terminated Member shall be the sole responsibility of the terminated Member and the Pool shall incur no liability for payment of claims by virtue of servicing claims under the terms of this paragraph. The terminated Member shall also forfeit all rights to any return of contributions including its vested interest in the Cumulative Reserve Fund. The Pool shall apply any or all of the terminated Member's forfeited funds towards said Member's Annual Casualty Budgetary Contribution due for the one (1) year period following termination. If the Member shall subsequently submit its payment, the Administrator may, in

its discretion, reinstitute such membership. All such terminations and reinstitutions shall be reported to the Board.

ARTICLE XIV - SCOPE OF RISK SHARING PROTECTION

1. The Pool provides risk sharing protection to each Member and will make or secure payment on behalf of each Member under criteria and procedures to be established for the payment of claims or losses as provided in the Member's Casualty Risk Sharing Certificate and Property Risk Sharing Certificate. A Member may, with approval of the Administrator, add additional parties to its Property and Casualty Risk sharing Certificates.

2. The Pool may obtain excess insurance or reinsurance or join excess risk sharing pools.

3. If a claim or loss or a series of claims or losses exceeds the amount of risk sharing protection provided by a Member's Casualty or Property Risk Sharing Certificate, or if a claim or loss or series of claims or losses should exhaust the Casualty Budgetary Fund or the Property Budgetary Fund, respectively, the Cumulative Reserve Fund and any reinsurance, then payment of said claim or loss or series of claims or losses shall be the sole and separate obligation of the individual Member or Members against whom the claim or series of claims was made or loss or series of losses was incurred.

4. The Pool's retention in any one claim or loss is limited to that amount stated under "Pool Retention" in the Appendix. The Pool shall have no obligation to respond to claims or losses in excess of the stated retention except to the extent that such sums are recoverable from reinsurance or excess insurance. The Pool shall use its best effort to collect or recover any reinsurance running to or benefiting the Pool. The failure of such reinsurance or excess insurance to respond to any request for payment shall in no way increase the Pool's liability to an amount greater than that stated as the Pool retention.

5. A Member may purchase, in its sole discretion, insurance coverage in addition to those coverages provided by the Pool.

6. The Board may make changes in the Scope of Coverage, the amount of risk sharing protection provided, or risk sharing retention by the Pool, upon consideration of the needs and requirements of Members, loss experience, or the kind and amounts of reinsurance or other excess coverage available. When the Board takes such action, notice shall be provided to all Members on the next anniversary of their participation in the Pool by means of an updated Appendix reflecting the changes made.

ARTICLE XV- TERMINATION

The Pool shall terminate its existence at such time as two-thirds (2/3) of the Members vote for such termination. After a vote to terminate, the Board shall commence the orderly liquidation of the Pool's business and shall complete the same as promptly as possible. During such period of liquidation, the Pool shall continue to pay claims and losses incurred within the Scope of Coverage and pursuant to the Risk Sharing Certificates until all funds of the Pool are exhausted. After payment of all claims and losses, any remaining funds held by the Pool shall be paid on a pro rata basis approved by the Board to all those participants who were Members of the Pool at the time of the vote of termination.

No Member shall be responsible for any claim, claims, judgment, or judgments against any other Member or Members except to the extent of the assets of the Cumulative Reserve Fund and the

Property and Casualty Budgetary Funds. However, if upon termination of the Pool, the remaining assets of the Pool are insufficient to satisfy indebtedness of the Pool (excluding claims or judgments against the Members), such deficiency shall be made up by the Members of the Pool by a fair and reasonable method established by the Board.

ARTICLE XVI – PROVISIONS PERTAINING TO PROPERTY COVERAGE

The provisions of this Article pertain exclusively to Property Coverage.

1. Members agree to continue Property Coverage for a period of not less than one (1) full year. At the conclusion of such period, or anniversary thereof, a Member may terminate Property Coverage by giving written notice to the Pool at least thirty (30) days prior to the end of such period. A Member's election to cease Property Coverage shall not constitute a withdrawal from the Pool under any other terms and conditions of this Contract.

2. If a Member does not make its Annual Property Budgetary Contribution when due, all Property Coverage shall terminate on the date when such contribution was due ("Property Coverage Termination Date"). If the Member shall subsequently submit its payment, the Administrator may, in its discretion, reinstate Property Coverage.

3. The Pool may terminate a Member's Property Coverage by giving notice to the Member of such termination at least: (a) ten (10) days prior to the effective date of termination if the Pool terminates for nonpayment by a Member of any required Annual Property Budgetary Contribution; or (b) sixty (60) days prior to the end of any Property Risk Sharing Certificate year if the Pool terminates for any other reason. The notice of termination shall be made in accordance with Article XIX of the Contract. The notice of termination shall state the Property Coverage Termination Date, at which time the coverage provided by the Property Risk Sharing Certificate shall terminate. If Property Coverage is terminated, the Pool shall send the Member a prorated refund of its Annual Property Budgetary Contribution, if any such refund is due. The termination of the Property Coverage shall be effective even if the Pool has not made or offered a refund.

4. Property Coverage applies only to losses that occur prior to the Property Termination Date. All rights for reimbursement or any right to claim against the Pool shall terminate for losses that occur after the Property Termination Date.

ARTICLE XVII - MISCELLANEOUS PROVISIONS

1. The provisions of this Contract shall be interpreted pursuant to the Law of the State of Ohio.

2. The Courts of the State of Ohio shall have jurisdiction over any dispute arising under this Contract. The terms of this Contract may be enforced in a court of law in the State of Ohio either by the Pool or by any Member.

3. The consideration for the obligations imposed upon Members pursuant to and under this Contract shall be the mutual promises and agreements of all Members who now execute or who hereafter execute this Contract.

4. This Contract may be executed in duplicate originals or counterparts now or at any time in the future.

5. No waiver of any breach of this Contract or any provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof or of any of the other provisions herein contained. No extension of time for performance of any obligation or act shall be deemed an extension of time for performance of any other obligations or acts.

6. This Contract shall be binding upon and shall inure to the benefit of all Members who shall have executed this Contract and complied with the financial requirements hereunder, provided that the Members shall have been duly approved in accordance with the terms and provisions of this Contract.

7. The provisions of this Contract shall be deemed severable and if any provision or part thereof is held to be unenforceable, void, or invalid under applicable law, such provision or part may be changed to the extent reasonably necessary to make the provision or part, as so changed, enforceable, valid, or binding. If any provision of this Contract is held to be unenforceable, void, or invalid in its entirety, the remaining provisions of this Contract shall not in any way be affected or impaired, but shall remain binding in accordance with their terms, and this Contract shall be so interpreted.

8. This Contract, the Appendix, and the Risk Sharing Certificates contain the complete agreement between the parties, and no representations or oral statements made or heretofore given shall constitute a part of this Contract. In the event that any provision of this Contract is in conflict with or is incompatible with the Appendix or attachments hereto or the Risk Sharing Certificates issued hereunder, the terms and conditions of this Contract shall prevail and take precedence.

9. This Contract may be altered or amended only by amendments duly adopted in accordance with the terms and conditions of this Contract. However, the Risk Sharing Certificates may be amended from time to time to reflect the exposures of each Member.

10. The caption headings used in this Contract are used merely for identification purposes and shall not be deemed a part of this Contract.

11. Whenever in this Contract, words, including pronouns, are used in the singular or plural, masculine or feminine, they may be read and construed in the plural or singular, or feminine or masculine, respectively, wherever they so apply.

12. This Contract may be amended by the Board with the approval of two-thirds (2/3) of the voting Directors. Each Member agrees to accept, as a condition of membership in the Pool, those amendments adopted from time to time by the Board. Notice of any amendments shall be provided to each Member no later than the next annual anniversary date of its membership in the Pool.

13. The Pool shall maintain a fiscal year ending December 31 of each year.

14. The Pool shall, in accordance with the Revised Code of the State of Ohio, be considered a separate entity for the public purpose of enabling the Members of the Pool to obtain insurance or to provide for the joint administration of the funds of the Pool.

ARTICLE XVIII - AGENT AND OFFICE

The agent of the Pool for service of notice shall be the Public Entities Pool of Ohio, attention Administrator. The office of the Pool shall be as described on Exhibit A attached to this Contract.

ARTICLE XIX - NOTICE

All notices required to be given under this Contract shall be in writing and shall be sent certified mail return receipt requested with postage prepaid or as otherwise provided herein. Notices by a Member to the Pool shall be sent to the Administrator at the address set forth in Exhibit A. Notices to a Member shall be sent to the representative of the Member at the Member's last known address.

In the event that any party to this Contract desires to change its address, notice of change of address shall be sent to the other party in accordance with the terms and provisions of this Article.

ARTICLE XX - AUTHORITY TO EXECUTE

The individual executing this Contract on behalf of a Member represents and certifies that he or she has the requisite authority and has complied with all rules, regulations, and laws required by the State or political subdivision to execute this Contract.

In witness whereof, this Contract was executed on the 26 day of March, 2021 by the undersigned duly authorized representative of the Political Subdivision indicated below.

POLITICAL SUBDIVISION: Village of Johnstown

By: Dana Stopa

TITLE: Finance Director

ACCEPTED ON BEHALF OF THE PUBLIC ENTITIES POOL OF OHIO

By: Kelly Hammond
ADMINISTRATOR

EXHIBIT A

ADMINISTRATOR

York Risk Pooling Services, Inc.
31555 West 14 Mile Road, Suite 110
Farmington Hills, MI 48334
(800) 367-4818

PUBLIC ENTITIES POOL OF OHIO
SCOPE OF COVERAGE APPENDIX

PUBLIC ENTITIES POOL OF OHIO provides the following:

1. Coverage Document

   a. Coverages offered by the Pool may include:

      General Liability
      Automobile Liability
      Automobile Physical Damage
      Public Officials Liability
      Property and Inland Marine
      Law Enforcement Liability
      Employment Practices Liability
      Any Coverage described in Ohio R.C. §2744.081(E)(1)

   b. **THE COVERAGES LISTED ABOVE ARE INTENDED TO BROADLY OUTLINE THE COVERAGES THAT MAY BE PROVIDED BY THE POOL. SEPARATE COVERAGE DOCUMENT(S), THE RISK SHARING CERTIFICATE(S), ITEMIZING ALL COVERAGE INCLUSIONS, EXCLUSIONS AND CONDITIONS WILL BE ISSUED TO EACH POOL MEMBER AND SHALL, IN CONJUNCTION WITH THE INTERGOVERNMENTAL CONTRACT AS AMENDED FROM TIME TO TIME, CONTROL THE SCOPE AND TERMS OF COVERAGE.**

2. Limits of Coverage

   The Pool offers limits of casualty coverage up to $3,000,000 per line of coverage. Additional limits may be offered subject to availability of reinsurance.

3. Pool Retention

   The Pool may retain up to $500,000 of any one claim or loss per line of coverage.

4. Deductibles

   Deductibles may be applied as appropriate to the individual risk, subject to the approval of the Administrator.

NOTICE: **CONFIRMATION OF THE SCOPE, TERMS AND CONDITIONS OF THE COVERAGE OF ANY MEMBER OF THE POOL CAN ONLY BE MADE BY A CAREFUL EXAMINATION OF THAT MEMBER'S RISK SHARING CERTIFICATE(S).**

PUBLIC ENTITIES POOL OF OHIO
MEMBER'S DESIGNATION OF REPRESENTATIVE
AND ALTERNATE

Pursuant to Article IV of the Intergovernmental Contract, the undersigned Member of PEP designates the following representative and alternate to represent the Member with the Pool. The representative or alternate, consistent with the Intergovernmental Contract, shall cast any votes required by Members. The representative or alternate shall also act as liaison between the Member and the Pool, for purposes of relaying risk reduction and loss control information, and any other information or instructions provided by the Pool to Members. Further, it is agreed that the representative or alternate shall receive any rules or regulations of the Pool.

The undersigned Member ratifies, confirms and adopts all actions taken by the representative or alternate.

Representative:

Name: Dana Stefan

Title: Finance Director

Alternate:

Name: [signature]

Title: Manager

In witness whereof, this Designation is executed on the 26 day of March, 2021, by the undersigned duly authorized representative of the Member indicated below:

PEP Member: Village of Johnstown

By: Dana Stefan

Title: Finance Director

PUBLIC ENTITIES POOL OF OHIO
DISCLOSURE STATEMENT

This Disclosure Statement is appended to the Intergovernmental Contract (Contract) for the Public Entities Pool of Ohio. Pursuant to the provisions of the Revised Code of the State of Ohio, the following is disclosed:

1. In connection with the Contract, no representations have been or can be made concerning any possibility of the savings or losses resulting from execution of the Contract by any Governmental Entity.

2. The potential liability of any Governmental Entity, which will result from the execution of the Contract, is limited to the contractual obligations to make financial contributions as required by the Contract. By execution of the Contract, Governmental Entities do not undertake to become directly liable or responsible for the liabilities of other Governmental Entities which have or will in the future execute the Intergovernmental Contract. The Contract does not inure to the benefit of any third party.

3. By executing the Contract, a Governmental Entity shall not be deemed to have waived any governmental immunity which it may have under law.

This disclosure is intended to comply with the disclosure requirements of Ohio Revised Code §2744.081. The entire Contract, together with supporting ancillary and incorporated documents, should be reviewed to fully analyze the Pool, its Administration, and the rights, duties, and obligations under the Contract. The Contract and any documents incorporated therein by reference are intended as a full and complete disclosure of all of the terms and conditions governing the rights and obligations of any signator. There are no representations, warranties, or promises unless they are contained in the Contract.

AGENDA REPORT

VILLAGE COUNCIL
APRIL 6, 2021

AGENDA ITEM
RES #2021-10 A RESOLUTION AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO A CONTRACT TO PARTICIPATE IN THE PUBLIC ENTITIES POOL (PEP) OF OHIO FOR PROPERTY AND LIABILITY INSURANCE.

PREPARER(S)
Dana Steffan, Finance and Human Resources Director

RECOMMENDED ACTION
It is my recommendation to approve Resolution #2021-10.

HISTORY
The Village has an obligation to insure coverage of property and liabilities. Annually, the coverages renew on April 1st. The Village of Johnstown has been insured with the Ohio Municipal Joint Self-Insurance Pool for the past 5 years, and brokered with MVP Insurance Agency located in Johnstown. Finance and Human Resources Director has reviewed a proposal for the Public Entities Pool of Ohio, by way of Burnham & Flower, which the Village currently has a relationship with for Medical, Dental & Life Insurance. Burnham & Flower is the agency representing the PEP, and MVP Agency will continue to be the contact for claims and miscellaneous questions on behalf of the PEP.

SUMMARY
Authority: The Village is authorized to contract with an Insurance Pool for property and liability insurance.

Urgency: The renewal date is April 1, 2021. The Finance Committee has discussed the agreement and general terms of the contract on March 16th. According to our law director this will satisfy the public meeting requirement in Ohio R.C. 2744.081(A)(2).

Relation to Other Actions: none.

FISCAL IMPACT
Current Budget: The annual premium of $54,867.00 is currently budgeted for 2021.

Future Budget: Annual premium is expected to be comparable to the current premium, however additional assets added/purchased will increase the annual premium.

ADDITIONAL MATERIAL
A copy of the complete proposal is available to review upon request.

ATTACHMENTS
None.

Village of Johnstown
Administrative Offices
www.johnstowohio.org

VILLAGE OF JOHNSTOWN

599 S. Main Street
Johnstown, Ohio 43031
Telephone: 740-967-3177
Fax: 740-967-3519

RESOLUTION 2021-11

A RESOLUTION AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO AN AGREEMENT WITH ELITE EXCAVATING COMPANY OF OHIO FOR THE MINK STREET/WEST JERSEY STREET RELIEF SEWER AND SR 62 SANITARY SEWER EXTENSION PROJECT

WHEREAS, the Village of Johnstown advertised for qualified companies to submit bid proposals for the Mink Street/West Jersey Street Sanitary Relief Sewer and SR 62 Sanitary Sewer Extension Project, and;

WHERESAS, sealed, qualified bids were opened March 19, 2021; and

WHEREAS, the Village Engineer and Village Manager have reviewed the bid applications for said improvements and opinion is attached hereto, and;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF JOHNSTOWN, STATE OF OHIO, AND THE MAJORITY OF THE MEMBERS ELECTED THERETO CONCURRING THAT:

Section One: The Village of Johnstown awards the bid for the Mink Street/West Jersey Street Sanitary Relief Sewer and SR 62 Sanitary Sewer Extension Project to Elite Excavating Company of Ohio as they had the lowest and best bid received ($760,756.00) in accordance with the specifications upon which such bids were received.

Section Two: The Village Manager is hereby authorized and directed on behalf of the Council of the Village of Johnstown, to enter into an agreement with Elite Excavating Company of Ohio regarding the Mink Street/West Jersey Street Sanitary Relief Sewer and SR 62 Sanitary Sewer Extension Project

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

Date of Introduction/ Public Hearing/Vote: April 6, 2021

By: _____ _____
Chip Dutcher, Mayor

ATTEST TO: APPROVED AS TO FORM:

_____ _____
Teresa Monroe, Clerk of Council Yazan Ashrawi, Law Director

DRAFT

PRIME AE™
Columbus Office
8415 Pulsar Place | Suite 300 | Columbus, Ohio 43240
P: 614.839.0250 | F: 614.839.0251

March 26, 2021

Jack Liggett
Assistant Manager
Village of Johnstown
599 South Main Street
Johnstown, Ohio 43031

RE: Mink Street/West Jersey Street Sanitary Relief Sewer and SR 62 Sanitary Sewer Extension Project

Dear Mr. Liggett,

Bids for the above referenced project were received and opened on March 19, 2021. Upon review of all submitted bids, PRIME AE determined all bids were responsive. Three bids received were below the average bid price and are as follows, in no particular order:

- Underground Utilities, Inc. with a total bid of $517,867.00.
- Elite Excavating Company of Ohio with a total bid of $760,756.00
- Rising Son Company with a total bid of $821,551.00

PRIME has reviewed the Contractor's Qualification Statement and references submitted by the bidders relating to work performed by the Contractor within the past two years and we find that the bidders are well qualified to perform this work.

It is PRIME AE's recommendation that the Village of Johnstown award the contract to one of the three lowest bidders for the above referenced project based on the Village's previous experience with each contractor.

If you have any questions, or require further information regarding this matter, please contact our office.

Sincerely,

PRIME AE Group, Inc.

Matthew D. McCutcheon, P.E.
Associate Director | Water/Wastewater

CC: Jim Lenner, Village of Johnstown

AGENDA REPORT

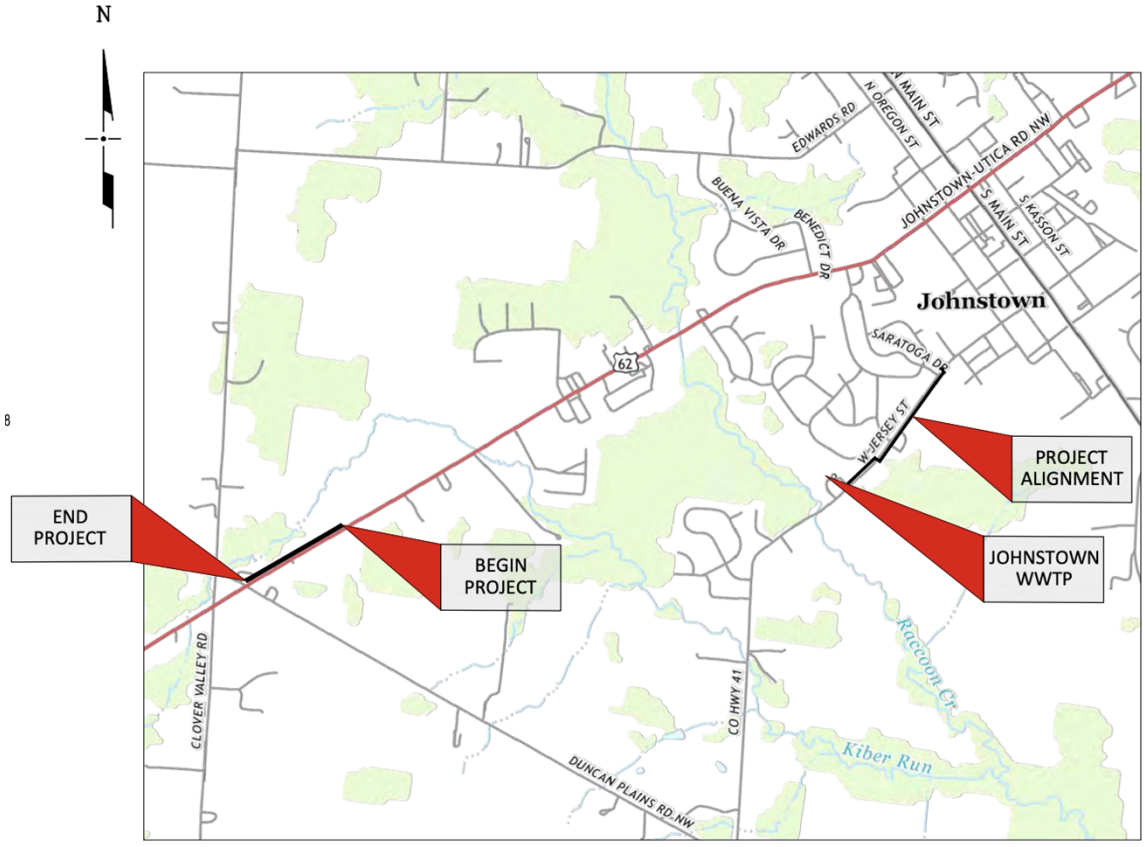
VILLAGE COUNCIL
APRIL 6, 2021

AGENDA ITEM
W. Jersey Street & Enterprise Center Sewer Construction

PREPARER(S)
Jim Lenner, Village Manager

RECOMMENDED ACTION
Approve the authorization to sign the construction contract with Elite Excavating Company of Ohio with a total cost of $760,756.00.

HISTORY
The project will involve the construction of a 16" sanitary sewer along W. Jersey Street and a 12" sanitary sewer along US 62.



SUMMARY
Authority: Administrative Code - 107.01 Contacts and Purchases; Advertising for Bids.

Urgency: We'd ask that this is passed at the first reading so that we can execute the contracts needed for the project.

Relation to Other Actions: Not applicable.

FISCAL IMPACT

Current Budget: The project's budget is within the anticipated $1,000,000 engineer's estimate.

Future Budget: The Village will have typical maintenance normally required with this type of infrastructure.

ATTACHMENTS

1. Copy of engineer recommendation letter.
2. Project bid tabs.

Village of Johnstown
Administrative Offices
www.johnstowohio.org

VILLAGE OF JOHNSTOWN

599 S. Main Street
Johnstown, Ohio 43031
Telephone: 740-967-3177
Fax: 740-967-3519

RESOLUTION 2021-12

A RESOLUTION AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO AN AGREEMENT WITH LAW GENERAL CONTRACTING FOR THE OREGON STREET RECONSTRUCTION PHASE III PROJECT

WHEREAS, the Village of Johnstown advertised for qualified companies to submit bid proposals for the Oregon Street Reconstruction Phase III Project, and;

WHERESAS, sealed, qualified bids were opened March 12, 2021; and

WHEREAS, the Village Engineer and Village Manager have reviewed the bid applications for said improvements and opinion is attached hereto, and;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF JOHNSTOWN, STATE OF OHIO, AND THE MAJORITY OF THE MEMBERS ELECTED THERETO CONCURRING THAT:

Section One: The Village of Johnstown awards the bid for the Oregon Street Reconstruction Phase III Project to Law General Contracting, of St. Louisville, Ohio as they had the lowest and best bids received for Base Bid ($540,050.97); Alternate 1 ($633,762.25) and Alternate 2 ($20,514.95) in accordance with the specifications upon which such bids were received.

Section Two: The Village Manager is hereby authorized and directed on behalf of the Council of the Village of Johnstown, to enter into an agreement with Law General Contracting for the Oregon Street Reconstruction Phase III Project.

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

Date of Introduction/ Public Hearing/Vote: April 6, 2021

By: _____ _____
Chip Dutcher, Mayor

ATTEST TO: APPROVED AS TO FORM:

_____ _____
Teresa Monroe, Clerk of Council Yazan Ashrawi, Law Director

DRAFT

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March 18, 2021

Mr. Jim Lenner
Village Manager
Village of Johnstown
599 S. Main Street, Suite A
Johnstown, Ohio 43031

Re: Oregon Street Reconstruction – Phase III
Bid Results

Dear Lenner:

Bids were received for the above referenced project on March 12, 2021 and attached you will find a Summary and a copy of the Bid Tabulations outlining each bid for your review.

The low bidder for this improvement is Law General Contracting, of St. Louisville, Ohio whose bid has been reviewed and found to be in conformance with all contract requirements. It is our opinion that they are experienced and qualified to perform the work within the contract.

Should you have any questions or require additional information, please feel free to contact our office.

Respectfully,

CT CONSULTANTS, INC.

John Maar, P.E.
Project Manager

JM:mep

Enclosures

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Bid Opening Report – Apparent Bids — *Bid Date: March 12, 2021*

18034510 - Oregon Street Reconstruction - Phase III – Village of Johnstown

Opinion of Probable Construction Cost: Base Bid - $589,450.00,
Alternate 1 - $674,120.00, Alternate 2 - $26,500.00

BIDDER NAME	*Bond / Check*	*Addendum Received*	*Base Bid*	*Alternate 1* Base Bid Including the Intersection of Oregon Street & College Avenue	*Alternate 2* Additional Storm Sewer
Columbus Asphalt Paving, Inc.	✓	✓	606,603.54	664,581.54	27,580.00
Elite Excavating Company of Ohio, Inc.	✓	✓	578,905.00	642,411.00	18,292.00
Law General Contracting	✓	✓	540,050.97 *	633,702.25 *	20,514.95 *
Layton, Inc. No Bid	—	—	—	—	—
Shelly & Sands	✓	✓	678,903.50	736,699.00	23,219.00
The Shelly Company No Bid	—	—	—	—	—

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your trusted advisor consultants engineers architects planners

PROPOSAL TO VILLAGE OF JOHNSTOWN

FOR S. OREGON ST. RECONSTRUCTION - PHASE III

BASE BID

PROJECT NO. 18034510

REF. NO	ODOT REF NO	DESCRIPTION - BASE BID	QTY	UNIT	UNIT PRICE LABOR	UNIT PRICE MATERIAL	TOTAL UNIT PRICE	ITEM TOTAL
1	201	TREE REMOVED	2	EA	$ 2,810.85	$ Ø	$ 2,810.85	$ 5,621.70
2	202	PAVEMENT REMOVED	2348	SY	$ 4.59	$ Ø	$ 4.59	$ 10,777.32
3	202	WALK REMOVED	3300	SF	$ 0.71	$ Ø	$ 0.71	$ 2,343.00
4	202	PIPE REMOVED	120	FT	$ 18.75	$ Ø	$ 18.75	$ 2,250.00
5	202	CATCH BASIN OR INLET REMOVED	7	EA	$ 314.29	$ Ø	$ 314.29	$ 2,200.03
6	202	CURB REMOVED, AS PER PLAN	1041	FT	$ 3.88	$ Ø	$ 3.88	$ 4,039.08
7	202	FENCE REMOVED FOR REUSE	25	FT	$ 4.92	$ Ø	$ 4.92	$ 123.00
8	203	EXCAVATION	825	CY	$ 22.74	$ Ø	$ 22.74	$ 18,760.50
9	203	EMBANKMENT	100	CY	$ 20.00	$ 18.11	$ 38.11	$ 3,811.00
10	204	SUBGRADE COMPACTION	2927	SY	$ 0.73	$ Ø	$ 0.73	$ 2,136.71
11	204	PROOF ROLLING	8	HR	$ 105.52	$ Ø	$ 105.52	$ 844.16
12	206	CEMENT STABILIZED SUBGRADE, 12" DEEP	2927	SY	$ 20.00	$ 5.65	$ 25.65	$ 75,077.55
13	206	CEMENT	81	TON	$ 47.93	$ 150.00	$ 197.93	$ 16,032.33
14	254	PAVEMENT PLANING, ASPHALT CONCRETE, T=3"	77	SY	$ 1.35	$ Ø	$ 1,35	$ 103.95
15	301	4" ASPHALT CONCRETE BASE	265	CY	$ 60.96	$ 110.00	$ 170.96	$ 45,304.40
16	304	6" AGGREGATE BASE	399	CY	$ 23.46	$ 30.00	$ 53.46	$ 21,330.54
17	407	TACK COAT (0.10 GAL./S.Y.)	236	GAL	$ 4.00	$ 4.78	$ 8.78	$ 2,072.08
18	441	1-1/4" ASPHALT CONCRETE SURFACE COURSE, TYPE 1, (448), PG 64-22, AS PER PLAN	91	CY	$ 73.14	$ 130.00	$ 203.14	$ 18,485.74
19	441	1-3/4" ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE 1, (448)	129	CY	$ 75.21	$ 120.06	$ 195.21	$ 25,182.09
20	452	6" NON-REINFORCED CONCRETE PAVEMENT, CLASS QC1	334	SY	$ 30.00	$ 26.22	$ 56.22	$ 18,777.48
21	452	12" NON-REINFORCED CONCRETE PAVEMENT, CLASS QC1	15	SY	$ 50.00	$ 43.69	$ 93.69	$ 1,405.35

REF. NO	ODOT REF NO	DESCRIPTION - BASE BID	QTY	UNIT	UNIT PRICE LABOR	UNIT PRICE MATERIAL	TOTAL UNIT PRICE	ITEM TOTAL
22	605	4" UNCLASSIFIED PIPE UNDERDRAINS	2110	FT	$ 3.00	$ 1.33	$ 4.33	$ 9,136.30
23	608	CONCRETE WALK	6300	SF	$ 3.00	$ 2.27	$ 5.27	$ 33,201.00
24	608	CURB RAMP	250	SF	$ 10.00	$ 4.05	$ 14.05	$ 3,512.50
25	609	CURB, TYPE 6	67	FT	$ 20.00	$ 9.28	$ 29.28	$ 1,961.76
26	SPEC	COMBINATION CURB & GUTTER (COC STD DWG 2010)	2080	FT	$ 8.00	$ 8.98	$ 16.98	$ 35,318.40
27	611	MANHOLE (NO. 3 W/ FLAT TOP)	1	EA	$ 793.60	$ 1,500.00	$ 2,293.60	$ 2,293.60
28	611	INLETS (ODOT NO 3A)	2	EA	$ 1,000.00	$ 1,688.75	$ 2,688.75	$ 5,377.50
29	611	INLETS (ODOT NO 6)	3	EA	$ 1,000.00	$ 1,044.60	$ 2,044.60	$ 6,133.80
30	611	CATCH BASINS (ODOT 2-2B)	1	EA	$ 1,000.00	$ 1,140.76	$ 2,140.76	$ 2,140.76
31	611	12" CONDUIT, TYPE B (RCP, 706.02)	100	FT	$ 40.00	$ 50.91	$ 90.91	$ 9,091.00
32	611	3" CONDUIT, TYPE E (PVC - 707.45)	100	FT	$ 20.00	$ 12.68	$ 32.68	$ 3,268.00
33	611	MANHOLE ADJUSTED TO GRADE	2	EA	$ 500.00	$ 152.35	$ 652.35	$ 1,304.70
34	614	MAINTAINING TRAFFIC	1	LS	$ 13,047.03	$ Ø	$ 13,047.03	$ 13,047.03
35	623	CONSTRUCTION LAYOUT STAKES AND SURVEYING	1	LS	$ 5,270.34	$ Ø	$ 5,270.34	$ 5,270.34
36	624	MOBILIZATION	1	LS	$ 12,142.40	$ Ø	$ 12,142.40	$ 12,142.40
37	630	REMOVAL OF GROUND MOUNTED POST & DISPOSAL	19	EA	$ 46.85	$ Ø	$ 46.85	$ 890.15
38	630	GROUND MOUNTED SUPPORT, TYPE 2	208	FT	$ 10.00	$ 13.89	$ 23.89	$ 4,969.12
39	630	GROUND MOUNTED SUPPORT, TYPE 3	12	FT	$ 10.00	$ 15.88	$ 25.88	$ 310.56
40	630	SIGN, FLAT SHEET	117	SF	$ 10.00	$ 27.95	$ 37.95	$ 4,440.15
41	SPEC	3/4" MUNICIPEX SERVICE BRANCH	22	EA	$ 300.00	$ 425.39	$ 725.39	$ 15,958.58
42	638	VALVE BOX ADJUSTED TO GRADE	5	EA	$ 61.49	$ Ø	$ 61.49	$ 307.45
43	644	STOP LINE, 24", WHITE	63	FT	$ 5.00	$ 3.55	$ 8.55	$ 538.65
44	644	CROSSWALK LINE, 12", WHITE	100	FT	$ 3.00	$ 2.09	$ 5.09	$ 509.00
45	SPEC	SEEDING & MULCHING	1	LS	$ 4,000.00	$ 3,291.81	$ 7,291.81	$ 7,291.81
46	832	EROSION CONTROL	5000	EA	$ 0.50	$ 0.50	$ 1.00	$ 5,000.00
47	SPEC	DRIVEWAY PAVEMENT REPLACEMENT (ASPHALT)	96	SY	$ 20.00	$ 19.04	$ 39.04	$ 3,747.84

REF. NO	ODOT REF NO	DESCRIPTION - BASE BID	QTY	UNIT	UNIT PRICE LABOR	UNIT PRICE MATERIAL	TOTAL UNIT PRICE	ITEM TOTAL
48	SPEC	DRIVEWAY PAVEMENT REPLACEMENT (CONCRETE)	57	SY	$ 30.00	$ 26.22	$ 56.22	$ 3,204.54
49	SPEC	DRIVEWAY PAVEMENT REPLACEMENT (GRAVEL)	127	SY	$ 3.00	$ 1.98	$ 4.98	$ 632.46
50	SPEC	ASHPALT REJUVENATING AGENT	2706	SY	$ 0.68	$ 0.50	$ 1.18	$ 3,193.08
51	SPEC	SERVICE LINE TRANSFER (JOHNSTOWN)	22	EA	$ 300.00	$ 238.05	$ 538.05	$ 11,837.10
52	SPEC	METER, SETTING, STOP & CHAMBER (JOHNSTOWN)	22	EA	$ 260.29	$ 600.00	$ 860.29	$ 18,926.38
53	SPEC	EXISITNG GAS LINE REMOVAL & DISPOSAL	550	FT	$ 18.44	$ Ø	$ 18.94	$ 10,417.00
54	SPEC	PROJECT CONTINGENCIES	1	LS	$ 28,000.00	$ Ø	$ 28,000.00	$ 28,000.00

INFORMAL TOTAL BASE BID $ 540,050.97

BF.10A

AGENDA REPORT

VILLAGE COUNCIL
APRIL 5, 2021

AGENDA ITEM
S. Oregon Construction Contract

PREPARER(S)
Jim Lenner, Village Manager

RECOMMENDED ACTION
Approve the authorization to sign the construction contract with Law Excavating.

HISTORY
This is the next-to-last phase of work for Oregon Street. The section that will be improved with this contract is S. Oregon Street from College Street to Douglas Street. This project is funding by an OPWC loan and grant as well as bonded monies by the Village. Currently, the Village is committed to pay up to $176,000 towards the project.

Four contractors bid on the project. Base bids ranged from $540,050.97 to $678,903.50.

SUMMARY
Authority: Administrative Code - 107.01 Contacts and Purchases; Advertising for Bids.

Urgency: We'd ask that this is passed at the first reading so that we can execute the contracts needed for the project.

Relation to Other Actions: Not applicable.

FISCAL IMPACT
Current Budget: Village Council has a decision to make as to the extent of this project. The base bid is simply a mill and fill project. Alternate 1 includes widening the College/Oregon intersection. Alternate 2 includes the additional infrastructure needed to control storm water at Douglas and Oregon.

Base Bid: Project is funding in its entirety.
Alternate 1: The project is $24,558 short.
Base Bid & Alternate 2: $5,672 short.
Alternate 1 & 2: The project is $29,970 short.

Future Budget: Like all other road resurfacing projects, the Village should utilize pavement preservation techniques to extend the life of the roadway. Those exact costs are not known at this time.

ATTACHMENTS
1. Copy of engineer recommendation letter.
2. Project bid tabs.

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March 18, 2021

Mr. Jim Lenner
Village Manager
Village of Johnstown
599 S. Main Street, Suite A
Johnstown, Ohio 43031

Re: Oregon Street Reconstruction – Phase III
Bid Results

Dear Lenner:

Bids were received for the above referenced project on March 12, 2021 and attached you will find a Summary and a copy of the Bid Tabulations outlining each bid for your review.

The low bidder for this improvement is Law General Contracting, of St. Louisville, Ohio whose bid has been reviewed and found to be in conformance with all contract requirements. It is our opinion that they are experienced and qualified to perform the work within the contract.

Should you have any questions or require additional information, please feel free to contact our office.

Respectfully,

CT CONSULTANTS, INC.

John Maar, P.E.
Project Manager

JM:mep

Enclosures

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OREGON STREET RECONSTRUCTION - PHASE III
VILLAGE OF JOHNSTOWN
PROJECT NO.: 18034510
BID OPENING DATE: MARCH 12, 2021
BID SUMMARY

SORTED BY BASE BID

BIDDER	BASE BID	BASE & ALTERNATE 2	ALTERNATE 1 w/ INTERSECTION	ALTERNATE 1 & ALTERNATE 2
Law General Contracting	$540,050.97	$560,565.92	$633,762.25	$654,277.20
Elite Excavating Company of Ohio, Inc.	$578,905.00	$597,187.00	$642,411.00	$660,693.00
Columbus Asphalt Paving, Inc.	$606,603.54	$634,183.54	$664,581.54	$692,161.54
Shelly & Sands	$678,903.50	$702,122.50	$736,699.00	$759,918.00

ALTERNATES	ALTERNATE 2 Additional Storm
Law General Contracting	$20,514.95
Elite Excavating Company of Ohio, Inc.	$18,282.00
Columbus Asphalt Paving, Inc.	$27,580.00
Shelly & Sands	$23,219.00

OREGON STREET RECONSTRUCTION - PHASE III
VILLAGE OF JOHNSTOWN
PROJECT NO.: 18034510
BID OPENING DATE: MARCH 12, 2021
BID TABULATION - BASE BID

Ref No.	Item No.	Description - Base Bid	Quan.	Unit	Law General Contracting				Elite Excavating Company of Ohio, Inc.				Columbus Asphalt Paving, Inc.				Shelly & Sands			
					Unit Price Labor	Unit Price Material	Total Unit Price	Item Total	Unit Price Labor	Unit Price Material	Total Unit Price	Item Total	Unit Price Labor	Unit Price Material	Total Unit Price	Item Total	Unit Price Labor	Unit Price Material	Total Unit Price	Item Total
1	201	TREE REMOVED	2	EA	$2,810.85	$0.00	$2,810.85	$5,621.70	$600.00	$900.00	$1,500.00	$3,000.00	$1,500.00	$150.00	$1,650.00	$3,300.00	$2,500.00	$0.00	$2,500.00	$5,000.00
2	202	PAVEMENT REMOVED	2,348	SY	$4.59	$0.00	$4.59	$10,777.32	$3.00	$4.00	$7.00	$16,436.00	$6.50	$2.00	$8.50	$19,958.00	$9.00	$0.00	$9.00	$21,132.00
3	202	WALK REMOVED	3,300	SF	$0.71	$0.00	$0.71	$2,343.00	$0.60	$0.90	$1.50	$4,950.00	$2.00	$0.70	$2.70	$8,910.00	$1.00	$0.00	$1.00	$3,300.00
4	202	PIPE REMOVED	120	FT	$18.75	$0.00	$18.75	$2,250.00	$8.00	$12.00	$20.00	$2,400.00	$40.00	$4.00	$44.00	$5,280.00	$9.00	$0.00	$9.00	$1,080.00
5	202	CATCH BASIN OR INLET REMOVED	7	EA	$314.29	$0.00	$314.29	$2,200.03	$160.00	$240.00	$400.00	$2,800.00	$400.00	$100.00	$500.00	$3,500.00	$153.00	$0.00	$153.00	$1,071.00
6	202	CURB REMOVED, AS PER PLAN	1,041	FT	$3.88	$0.00	$3.88	$4,039.08	$3.00	$4.00	$7.00	$7,287.00	$6.00	$1.50	$7.50	$7,807.50	$4.00	$0.00	$4.00	$4,164.00
7	202	FENCE REMOVED FOR REUSE	25	FT	$4.92	$0.00	$4.92	$123.00	$4.00	$6.00	$10.00	$250.00	$30.00	$4.00	$34.00	$850.00	$9.00	$0.00	$9.00	$225.00
8	203	EXCAVATION	825	CY	$22.74	$0.00	$22.74	$18,760.50	$6.00	$10.00	$16.00	$13,200.00	$36.00	$10.00	$46.00	$37,950.00	$34.00	$0.00	$34.00	$28,050.00
9	203	EMBANKMENT	100	CY	$20.00	$18.11	$38.11	$3,811.00	$5.00	$7.00	$12.00	$1,200.00	$10.00	$6.00	$16.00	$1,600.00	$12.00	$0.00	$12.00	$1,200.00
10	204	SUBGRADE COMPACTION	2,927	SY	$0.73	$0.00	$0.73	$2,136.71	$1.00	$1.00	$2.00	$5,854.00	$0.75	$0.00	$0.75	$2,195.25	$6.00	$0.00	$6.00	$17,562.00
11	204	PROOF ROLLING	8	HR	$105.52	$0.00	$105.52	$844.16	$60.00	$90.00	$150.00	$1,200.00	$70.00	$20.00	$90.00	$720.00	$250.00	$0.00	$250.00	$2,000.00
12	206	CEMENT STABILIZED SUBGRADE, 12" DEEP	2,927	SY	$20.00	$5.65	$25.65	$75,077.55	$5.00	$8.00	$13.00	$38,051.00	$8.00	$4.75	$12.75	$37,319.25	$6.00	$6.25	$12.25	$35,855.75
13	206	CEMENT	81	TON	$47.93	$150.00	$197.93	$16,032.33	$76.00	$114.00	$190.00	$15,390.00	$47.00	$150.00	$197.00	$15,957.00	$95.00	$95.00	$190.00	$15,390.00
14	254	PAVEMENT PLANING, ASPHALT CONCRETE, T=3"	77	SY	$1.35	$0.00	$1.35	$103.95	$20.00	$30.00	$50.00	$3,850.00	$10.00	$2.00	$12.00	$924.00	$32.00	$0.00	$32.00	$2,464.00
15	301	4" ASPHALT CONCRETE BASE	265	CY	$60.96	$110.00	$170.96	$45,304.40	$56.00	$85.00	$141.00	$37,365.00	$28.00	$150.00	$178.00	$47,170.00	$70.25	$70.00	$140.25	$37,166.25
16	304	6" AGGREGATE BASE	399	CY	$23.46	$30.00	$53.46	$21,330.54	$26.00	$39.00	$65.00	$25,935.00	$25.00	$35.00	$60.00	$23,940.00	$32.50	$32.50	$65.00	$25,935.00
17	407	TACK COAT (0.10 GAL./S.Y.)	236	GAL	$4.00	$4.78	$8.78	$2,072.08	$1.00	$1.00	$2.00	$472.00	$2.50	$2.00	$4.50	$1,062.00	$1.00	$1.00	$2.00	$472.00
18	441	1-1/4" ASPHALT CONCRETE SURFACE COURSE, TYPE 1, (448), PG 64-22, AS PER PLAN	91	CY	$73.14	$130.00	$203.14	$18,485.74	$92.00	$138.00	$230.00	$20,930.00	$93.00	$160.00	$253.00	$23,023.00	$115.00	$115.00	$230.00	$20,930.00
19	441	1-3/4" ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE 1, (448)	129	CY	$75.21	$120.00	$195.21	$25,182.09	$64.00	$95.00	$159.00	$20,511.00	$71.00	$150.00	$221.00	$28,509.00	$79.50	$79.50	$159.00	$20,511.00
20	452	6" NON-REINFORCED CONCRETE PAVEMENT, CLASS QC1	334	SY	$30.00	$26.22	$56.22	$18,777.48	$28.00	$42.00	$70.00	$23,380.00	$40.01	$30.00	$70.01	$23,383.34	$45.00	$45.00	$90.00	$30,060.00
21	452	12" NON-REINFORCED CONCRETE PAVEMENT, CLASS QC1	15	SY	$50.00	$43.69	$93.69	$1,405.35	$50.00	$75.00	$125.00	$1,875.00	$75.00	$40.00	$115.00	$1,725.00	$88.50	$88.50	$177.00	$2,655.00
22	605	4" UNCLASSIFIED PIPE UNDERDRAINS	2,110	FT	$3.00	$1.33	$4.33	$9,136.30	$3.00	$5.00	$8.00	$16,880.00	$4.00	$3.00	$7.00	$14,770.00	$5.00	$5.00	$10.00	$21,100.00
23	608	CONCRETE WALK	6,300	SF	$3.00	$2.27	$5.27	$33,201.00	$2.00	$3.50	$5.50	$34,650.00	$4.00	$3.00	$7.00	$44,100.00	$2.75	$2.75	$5.50	$34,650.00
24	608	CURB RAMP	250	SF	$10.00	$4.05	$14.05	$3,512.50	$4.00	$6.00	$10.00	$2,500.00	$14.00	$7.00	$21.00	$5,250.00	$7.25	$7.00	$14.25	$3,562.50
25	609	CURB, TYPE 6	67	FT	$20.00	$9.28	$29.28	$1,961.76	$11.00	$16.00	$27.00	$1,809.00	$20.00	$11.00	$31.00	$2,077.00	$22.50	$22.50	$45.00	$3,015.00
26	SPEC	COMBINATION CURB & GUTTER (COC STD DWG 2010)	2,080	FT	$8.00	$8.98	$16.98	$35,318.40	$8.00	$13.00	$21.00	$43,680.00	$12.00	$8.00	$20.00	$41,600.00	$16.25	$16.25	$32.50	$67,600.00
27	611	MANHOLE (NO. 3 W/ FLAT TOP)	1	EA	$793.60	$1,500.00	$2,293.60	$2,293.60	$1,400.00	$2,100.00	$3,500.00	$3,500.00	$1,000.00	$1,200.00	$2,200.00	$2,200.00	$1,500.00	$1,500.00	$3,000.00	$3,000.00
28	611	INLETS (ODOT NO 3A)	2	EA	$1,000.00	$1,688.75	$2,688.75	$5,377.50	$1,100.00	$1,700.00	$2,800.00	$5,600.00	$1,000.00	$1,200.00	$2,200.00	$4,400.00	$1,500.00	$1,500.00	$3,000.00	$6,000.00
29	611	INLETS (ODOT NO 6)	3	EA	$1,000.00	$1,044.60	$2,044.60	$6,133.80	$1,100.00	$1,600.00	$2,700.00	$8,100.00	$1,000.00	$1,200.00	$2,200.00	$6,600.00	$1,500.00	$1,500.00	$3,000.00	$9,000.00
30	611	CATCH BASINS (ODOT 2-2B)	1	EA	$1,000.00	$1,140.76	$2,140.76	$2,140.76	$800.00	$1,200.00	$2,000.00	$2,000.00	$1,200.00	$2,000.00	$3,200.00	$3,200.00	$1,500.00	$1,500.00	$3,000.00	$3,000.00
31	611	12" CONDUIT, TYPE B (RCP, 706.02)	100	FT	$40.00	$50.91	$90.91	$9,091.00	$44.00	$66.00	$110.00	$11,000.00	$80.00	$50.00	$130.00	$13,000.00	$72.50	$72.50	$145.00	$14,500.00
32	611	3" CONDUIT, TYPE E (PVC - 707.45)	100	FT	$20.00	$12.68	$32.68	$3,268.00	$6.00	$9.00	$15.00	$1,500.00	$10.00	$5.00	$15.00	$1,500.00	$11.00	$11.00	$22.00	$2,200.00
33	611	MANHOLE ADJUSTED TO GRADE	2	EA	$500.00	$152.35	$652.35	$1,304.70	$400.00	$600.00	$1,000.00	$2,000.00	$250.00	$200.00	$450.00	$900.00	$812.50	$812.50	$1,625.00	$3,250.00
34	614	MAINTAINING TRAFFIC	1	LS	$13,047.03	$0.00	$13,047.03	$13,047.03	$4,000.00	$6,000.00	$10,000.00	$10,000.00	$2,500.00	$7,000.00	$9,500.00	$9,500.00	$12,500.00	$0.00	$12,500.00	$12,500.00

Ref No.	Item No.	Description - Base Bid	Quan.	Unit	Law General Contracting				Elite Excavating Company of Ohio, Inc.				Columbus Asphalt Paving, Inc.				Shelly & Sands			
					Unit Price Labor	Unit Price Material	Total Unit Price	Item Total	Unit Price Labor	Unit Price Material	Total Unit Price	Item Total	Unit Price Labor	Unit Price Material	Total Unit Price	Item Total	Unit Price Labor	Unit Price Material	Total Unit Price	Item Total
35	623	CONSTRUCTION LAYOUT STAKES AND SURVEYING	1	LS	$5,270.34	$0.00	$5,270.34	$5,270.34	$4,000.00	$6,000.00	$10,000.00	$10,000.00	$2,000.00	$500.00	$2,500.00	$2,500.00	$19,000.00	$1,000.00	$20,000.00	$20,000.00
36	624	MOBILIZATION	1	LS	$12,142.40	$0.00	$12,142.40	$12,142.40	$12,000.00	$18,000.00	$30,000.00	$30,000.00	$4,000.00	$1,000.00	$5,000.00	$5,000.00	$19,000.00	$1,000.00	$20,000.00	$20,000.00
37	630	REMOVAL OF GROUND MOUNTED POST & DISPOSAL	19	EA	$46.85	$0.00	$46.85	$890.15	$10.00	$15.00	$25.00	$475.00	$20.00	$11.00	$31.00	$589.00	$21.00	$0.00	$21.00	$399.00
38	630	GROUND MOUNTED SUPPORT, TYPE 2	208	FT	$10.00	$13.89	$23.89	$4,969.12	$5.00	$7.00	$12.00	$2,496.00	$4.50	$5.00	$9.50	$1,976.00	$6.00	$6.00	$12.00	$2,496.00
39	630	GROUND MOUNTED SUPPORT, TYPE 3	12	FT	$10.00	$15.88	$25.88	$310.56	$10.00	$14.00	$24.00	$288.00	$11.00	$10.00	$21.00	$252.00	$6.50	$6.50	$13.00	$156.00
40	630	SIGN, FLAT SHEET	117	SF	$10.00	$27.95	$37.95	$4,440.15	$7.00	$11.00	$18.00	$2,106.00	$12.00	$10.00	$22.00	$2,574.00	$13.50	$13.50	$27.00	$3,159.00
41	SPEC	3/4" MUNICIPEX SERVICE BRANCH	22	EA	$300.00	$425.39	$725.39	$15,958.58	$700.00	$1,100.00	$1,800.00	$39,600.00	$1,000.00	$800.00	$1,800.00	$39,600.00	$1,000.00	$1,000.00	$2,000.00	$44,000.00
42	638	VALVE BOX ADJUSTED TO GRADE	5	EA	$61.49	$0.00	$61.49	$307.45	$100.00	$150.00	$250.00	$1,250.00	$37.00	$50.00	$87.00	$435.00	$500.00	$500.00	$1,000.00	$5,000.00
43	644	STOP LINE, 24", WHITE	63	FT	$5.00	$3.55	$8.55	$538.65	$3.00	$5.00	$8.00	$504.00	$8.00	$4.30	$12.30	$774.90	$4.00	$4.00	$8.00	$504.00
44	644	CROSSWALK LINE, 12", WHITE	100	FT	$3.00	$2.09	$5.09	$509.00	$2.00	$3.00	$5.00	$500.00	$10.00	$5.60	$15.60	$1,560.00	$2.50	$2.50	$5.00	$500.00
45	SPEC	SEEDING & MULCHING	1	LS	$4,000.00	$3,291.81	$7,291.81	$7,291.81	$3,600.00	$5,400.00	$9,000.00	$9,000.00	$8,000.00	$4,500.00	$12,500.00	$12,500.00	$2,000.00	$2,000.00	$4,000.00	$4,000.00
46	832	EROSION CONTROL	5,000	EA	$0.50	$0.50	$1.00	$5,000.00	$1.00	$0.00	$1.00	$5,000.00	$0.50	$0.50	$1.00	$5,000.00	$0.50	$0.50	$1.00	$5,000.00
47	SPEC	DRIVEWAY PAVEMENT REPLACEMENT (ASPHALT)	96	SY	$20.00	$19.04	$39.04	$3,747.84	$36.00	$54.00	$90.00	$8,640.00	$40.00	$29.00	$69.00	$6,624.00	$30.00	$30.00	$60.00	$5,760.00
48	SPEC	DRIVEWAY PAVEMENT REPLACEMENT (CONCRETE)	57	SY	$30.00	$26.22	$56.22	$3,204.54	$30.00	$45.00	$75.00	$4,275.00	$45.00	$25.00	$70.00	$3,990.00	$60.00	$60.00	$120.00	$6,840.00
49	SPEC	DRIVEWAY PAVEMENT REPLACEMENT (GRAVEL)	127	SY	$3.00	$1.98	$4.98	$632.46	$12.00	$18.00	$30.00	$3,810.00	$11.00	$10.00	$21.00	$2,667.00	$20.00	$20.00	$40.00	$5,080.00
50	SPEC	ASHPALT REJUVENATING AGENT	2,706	SY	$0.68	$0.50	$1.18	$3,193.08	$0.40	$0.60	$1.00	$2,706.00	$0.60	$0.45	$1.05	$2,841.30	$0.75	$0.75	$1.50	$4,059.00
51	SPEC	SERVICE LINE TRANSFER (JOHNSTOWN)	22	EA	$300.00	$238.05	$538.05	$11,837.10	$160.00	$240.00	$400.00	$8,800.00	$370.00	$200.00	$570.00	$12,540.00	$387.50	$387.50	$775.00	$17,050.00
52	SPEC	METER, SETTING, STOP & CHAMBER (JOHNSTOWN)	22	EA	$260.29	$600.00	$860.29	$18,926.38	$500.00	$700.00	$1,200.00	$26,400.00	$800.00	$500.00	$1,300.00	$28,600.00	$900.00	$900.00	$1,800.00	$39,600.00
53	SPEC	EXISITNG GAS LINE REMOVAL & DISPOSAL	550	FT	$18.94	$0.00	$18.94	$10,417.00	$4.00	$6.00	$10.00	$5,500.00	$4.00	$4.00	$8.00	$4,400.00	$14.00	$0.00	$14.00	$7,700.00
54	SPEC	PROJECT CONTINGENCIES	1	LS	$28,000.00	$0.00	$28,000.00	$28,000.00	$28,000.00	$0.00	$28,000.00	$28,000.00	$28,000.00	$0.00	$28,000.00	$28,000.00	$28,000.00	$0.00	$28,000.00	$28,000.00
		Total Bid Amount - Base Bid						**$540,050.97**				$578,905.00				$606,603.54				$678,903.50

OREGON STREET RECONSTRUCTION - PHASE III
VILLAGE OF JOHNSTOWN
PROJECT NO.: 18034510
BID OPENING DATE: MARCH 12, 2021
BID TABULATION - ALTERNATE 1 (Base Bid Including the Intersection of Oregon Street & College Avenue)

Ref No.	Item No.	Description - Alternate 1	Quan.	Unit	Law General Contracting				Elite Excavating Company of Ohio, Inc.				Columbus Asphalt Paving, Inc.				Shelly & Sands			
					Unit Price Labor	Unit Price Material	Total Unit Price	Item Total	Unit Price Labor	Unit Price Material	Total Unit Price	Item Total	Unit Price Labor	Unit Price Material	Total Unit Price	Item Total	Unit Price Labor	Unit Price Material	Total Unit Price	Item Total
1	201	TREE REMOVED	2	EA	$2,810.85	$0.00	$2,810.85	$5,621.70	$600.00	$900.00	$1,500.00	$3,000.00	$1,200.00	$400.00	$1,600.00	$3,200.00	$2,500.00	$0.00	$2,500.00	$5,000.00
2	202	PAVEMENT REMOVED	2,755	SY	$4.59	$0.00	$4.59	$12,645.45	$3.00	$4.00	$7.00	$19,285.00	$6.00	$2.50	$8.50	$23,417.50	$8.00	$0.00	$8.00	$22,040.00
3	202	WALK REMOVED	4,247	SF	$0.71	$0.00	$0.71	$3,015.37	$0.60	$0.90	$1.50	$6,370.50	$2.00	$0.70	$2.70	$11,466.90	$1.00	$0.00	$1.00	$4,247.00
4	202	PIPE REMOVED	160	FT	$18.75	$0.00	$18.75	$3,000.00	$8.00	$12.00	$20.00	$3,200.00	$34.00	$10.00	$44.00	$7,040.00	$13.50	$0.00	$13.50	$2,160.00
5	202	CATCH BASIN OR INLET REMOVED	9	EA	$314.29	$0.00	$314.29	$2,828.61	$180.00	$270.00	$450.00	$4,050.00	$450.00	$100.00	$550.00	$4,950.00	$150.00	$0.00	$150.00	$1,350.00
6	202	CURB REMOVED, AS PER PLAN	1,275	FT	$3.88	$0.00	$3.88	$4,947.00	$3.00	$4.00	$7.00	$8,925.00	$6.00	$2.00	$8.00	$10,200.00	$4.00	$0.00	$4.00	$5,100.00
7	202	FENCE REMOVED FOR REUSE	25	FT	$4.92	$0.00	$4.92	$123.00	$4.00	$6.00	$10.00	$250.00	$30.00	$4.00	$34.00	$850.00	$10.00	$0.00	$10.00	$250.00
8	202	STRUCTURE REMOVED (CONC. RETAINING WALL), AS PER PLAN	1	EA	$1,464.00	$0.00	$1,464.00	$1,464.00	$400.00	$600.00	$1,000.00	$1,000.00	$200.00	$50.00	$250.00	$250.00	$500.00	$0.00	$500.00	$500.00
9	203	EXCAVATION	400	CY	$22.74	$0.00	$22.74	$9,096.00	$8.00	$12.00	$20.00	$8,000.00	$36.00	$10.00	$46.00	$18,400.00	$32.00	$0.00	$32.00	$12,800.00
10	203	EMBANKMENT	100	CY	$20.00	$18.11	$38.11	$3,811.00	$6.00	$9.00	$15.00	$1,500.00	$10.00	$6.00	$16.00	$1,600.00	$12.00	$0.00	$12.00	$1,200.00
11	204	SUBGRADE COMPACTION	3,334	SY	$0.73	$0.00	$0.73	$2,433.82	$1.00	$1.00	$2.00	$6,668.00	$0.75	$0.00	$0.75	$2,500.50	$6.00	$0.00	$6.00	$20,004.00
12	204	PROOF ROLLING	8	HR	$105.52	$0.00	$105.52	$844.16	$60.00	$90.00	$150.00	$1,200.00	$70.00	$20.00	$90.00	$720.00	$250.00	$0.00	$250.00	$2,000.00
13	206	CEMENT STABILIZED SUBGRADE, 12" DEEP	3,334	SY	$20.00	$5.65	$25.65	$85,517.10	$5.00	$8.00	$13.00	$43,342.00	$8.00	$4.75	$12.75	$42,508.50	$6.25	$6.00	$12.25	$40,841.50
14	206	CEMENT	89	TON	$47.93	$150.00	$197.93	$17,615.77	$76.00	$114.00	$190.00	$16,910.00	$45.00	$150.00	$195.00	$17,355.00	$95.00	$95.00	$190.00	$16,910.00
15	254	PAVEMENT PLANING, ASPHALT CONCRETE, T=3"	258	SY	$1.35	$0.00	$1.35	$348.30	$12.00	$18.00	$30.00	$7,740.00	$10.00	$2.75	$12.75	$3,289.50	$30.00	$0.00	$30.00	$7,740.00
16	301	4" ASPHALT CONCRETE BASE	311	CY	$60.96	$110.00	$170.96	$53,168.56	$54.00	$81.00	$135.00	$41,985.00	$38.00	$140.00	$178.00	$55,358.00	$67.50	$67.50	$135.00	$41,985.00
17	304	6" AGGREGATE BASE	467	CY	$23.46	$30.00	$53.46	$24,965.82	$26.00	$39.00	$65.00	$30,355.00	$25.00	$35.00	$60.00	$28,020.00	$35.00	$35.00	$70.00	$32,690.00
18	407	TACK COAT (0.10 GAL./S.Y.)	276	GAL	$4.00	$4.78	$8.78	$2,423.28	$1.00	$1.00	$2.00	$552.00	$2.50	$2.00	$4.50	$1,242.00	$1.00	$1.00	$2.00	$552.00
19	441	1-1/4" ASPHALT CONCRETE SURFACE COURSE, TYPE 1, (448), PG 64-22, AS PER PLAN	106	CY	$73.14	$130.00	$203.14	$21,532.84	$86.00	$129.00	$215.00	$22,790.00	$92.00	$160.00	$252.00	$26,712.00	$107.50	$107.50	$215.00	$22,790.00
20	441	1-3/4" ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE 1, (448)	149	CY	$75.21	$120.00	$195.21	$29,086.29	$62.00	$93.00	$155.00	$23,095.00	$71.00	$150.00	$221.00	$32,929.00	$77.50	$77.50	$155.00	$23,095.00
21	452	6" NON-REINFORCED CONCRETE PAVEMENT, CLASS QC1	334	SY	$30.00	$26.22	$56.22	$18,777.48	$28.00	$42.00	$70.00	$23,380.00	$40.01	$30.00	$70.01	$23,383.34	$44.00	$44.00	$88.00	$29,392.00
22	452	12" NON-REINFORCED CONCRETE PAVEMENT, CLASS QC1	15	SY	$50.00	$43.69	$93.69	$1,405.35	$50.00	$75.00	$125.00	$1,875.00	$80.00	$33.00	$113.00	$1,695.00	$90.00	$90.00	$180.00	$2,700.00
23	605	4" UNCLASSIFIED PIPE UNDERDRAINS	2,344	FT	$3.00	$1.33	$4.33	$10,149.52	$3.00	$5.00	$8.00	$18,752.00	$4.00	$3.10	$7.10	$16,642.40	$5.50	$5.50	$11.00	$25,784.00
24	608	CONCRETE WALK	7,059	SF	$3.00	$2.27	$5.27	$37,200.93	$2.00	$3.50	$5.50	$38,824.50	$4.00	$3.10	$7.10	$50,118.90	$3.00	$3.00	$6.00	$42,354.00
25	608	CURB RAMP	438	SF	$10.00	$4.05	$14.05	$6,153.90	$4.00	$6.00	$10.00	$4,380.00	$14.00	$7.00	$21.00	$9,198.00	$6.50	$6.50	$13.00	$5,694.00
26	609	CURB, TYPE 6	121	FT	$20.00	$9.28	$29.28	$3,542.88	$11.00	$16.00	$27.00	$3,267.00	$20.00	$11.00	$31.00	$3,751.00	$22.50	$22.50	$45.00	$5,445.00
27	SPEC	COMBINATION CURB & GUTTER (COC STD DWG 2010)	2,260	FT	$8.00	$8.98	$16.98	$38,374.80	$8.00	$13.00	$21.00	$47,460.00	$12.00	$8.00	$20.00	$45,200.00	$16.00	$16.00	$32.00	$72,320.00
28	611	MANHOLE (NO. 3 W/ FLAT TOP)	1	EA	$793.60	$1,500.00	$2,293.60	$2,293.60	$1,400.00	$2,100.00	$3,500.00	$3,500.00	$1,000.00	$1,200.00	$2,200.00	$2,200.00	$1,500.00	$1,500.00	$3,000.00	$3,000.00
29	611	INLETS (ODOT NO 3A)	4	EA	$1,000.00	$1,688.75	$2,688.75	$10,755.00	$1,200.00	$1,800.00	$3,000.00	$12,000.00	$1,000.00	$1,200.00	$2,200.00	$8,800.00	$1,500.00	$1,500.00	$3,000.00	$12,000.00
30	611	INLETS (ODOT NO 6)	3	EA	$1,000.00	$1,044.60	$2,044.60	$6,133.80	$1,100.00	$1,600.00	$2,700.00	$8,100.00	$1,000.00	$1,200.00	$2,200.00	$6,600.00	$1,500.00	$1,500.00	$3,000.00	$9,000.00
31	611	CATCH BASINS (ODOT 2-2B)	1	EA	$1,000.00	$1,140.76	$2,140.76	$2,140.76	$800.00	$1,200.00	$2,000.00	$2,000.00	$1,200.00	$2,000.00	$3,200.00	$3,200.00	$1,500.00	$1,500.00	$3,000.00	$3,000.00
32	611	12" CONDUIT, TYPE B (RCP, 706.02)	140	FT	$40.00	$50.91	$90.91	$12,727.40	$44.00	$66.00	$110.00	$15,400.00	$80.00	$50.00	$130.00	$18,200.00	$65.00	$65.00	$130.00	$18,200.00
33	611	3" CONDUIT, TYPE E (PVC - 707.45)	100	FT	$20.00	$12.68	$32.68	$3,268.00	$6.00	$9.00	$15.00	$1,500.00	$10.00	$5.00	$15.00	$1,500.00	$12.50	$12.50	$25.00	$2,500.00
34	611	MANHOLE ADJUSTED TO GRADE	3	EA	$500.00	$152.35	$652.35	$1,957.05	$400.00	$600.00	$1,000.00	$3,000.00	$200.00	$250.00	$450.00	$1,350.00	$800.00	$800.00	$1,600.00	$4,800.00

Ref No.	Item No.	Description - Alternate 1	Quan.	Unit	Law General Contracting				Elite Excavating Company of Ohio, Inc.				Columbus Asphalt Paving, Inc.				Shelly & Sands			
					Unit Price Labor	Unit Price Material	Total Unit Price	Item Total	Unit Price Labor	Unit Price Material	Total Unit Price	Item Total	Unit Price Labor	Unit Price Material	Total Unit Price	Item Total	Unit Price Labor	Unit Price Material	Total Unit Price	Item Total
35	614	MAINTAINING TRAFFIC	1	LS	$13,047.03	$0.00	$13,047.03	$13,047.03	$6,000.00	$9,000.00	$15,000.00	$15,000.00	$2,000.00	$7,000.00	$9,000.00	$9,000.00	$10,000.00	$0.00	$10,000.00	$10,000.00
36	623	CONSTRUCTION LAYOUT STAKES AND SURVEYING	1	LS	$5,585.59	$0.00	$5,585.59	$5,585.59	$4,000.00	$6,000.00	$10,000.00	$10,000.00	$2,000.00	$500.00	$2,500.00	$2,500.00	$20,000.00	$450.00	$20,450.00	$20,450.00
37	624	MOBILIZATION	1	LS	$44,000.00	$0.00	$44,000.00	$44,000.00	$8,000.00	$12,000.00	$20,000.00	$20,000.00	$4,700.00	$1,100.00	$5,800.00	$5,800.00	$19,000.00	$1,000.00	$20,000.00	$20,000.00
38	630	REMOVAL OF GROUND MOUNTED POST & DISPOSAL	24	EA	$46.85	$0.00	$46.85	$1,124.40	$10.00	$15.00	$25.00	$600.00	$20.00	$11.00	$31.00	$744.00	$21.00	$0.00	$21.00	$504.00
39	630	GROUND MOUNTED SUPPORT, TYPE 2	260	FT	$10.00	$13.89	$23.89	$6,211.40	$5.00	$8.00	$13.00	$3,380.00	$6.00	$4.00	$10.00	$2,600.00	$6.00	$6.00	$12.00	$3,120.00
40	630	GROUND MOUNTED SUPPORT, TYPE 3	24	FT	$10.00	$15.88	$25.88	$621.12	$8.00	$12.00	$20.00	$480.00	$11.00	$10.00	$21.00	$504.00	$6.50	$6.50	$13.00	$312.00
41	630	SIGN, FLAT SHEET	145	SF	$10.00	$27.95	$37.95	$5,502.75	$7.00	$11.00	$18.00	$2,610.00	$12.00	$10.00	$22.00	$3,190.00	$13.25	$13.25	$26.50	$3,842.50
42	SPEC	3/4" MUNICIPEX SERVICE BRANCH	22	EA	$300.00	$425.39	$725.39	$15,958.58	$800.00	$1,200.00	$2,000.00	$44,000.00	$1,000.00	$800.00	$1,800.00	$39,600.00	$900.00	$900.00	$1,800.00	$39,600.00
43	638	VALVE BOX ADJUSTED TO GRADE	8	EA	$61.49	$0.00	$61.49	$491.92	$100.00	$150.00	$250.00	$2,000.00	$37.00	$50.00	$87.00	$696.00	$500.00	$500.00	$1,000.00	$8,000.00
44	644	STOP LINE, 24", WHITE	100	FT	$5.00	$3.55	$8.55	$855.00	$3.00	$5.00	$8.00	$800.00	$8.00	$4.00	$12.00	$1,200.00	$4.00	$3.50	$7.50	$750.00
45	644	CROSSWALK LINE, 12", WHITE	220	FT	$3.00	$2.09	$5.09	$1,119.80	$2.00	$3.00	$5.00	$1,100.00	$10.00	$6.00	$16.00	$3,520.00	$2.50	$2.00	$4.50	$990.00
46	SPEC	SEEDING & MULCHING	1	LS	$5,000.00	$3,200.00	$8,200.00	$8,200.00	$3,600.00	$5,400.00	$9,000.00	$9,000.00	$8,000.00	$4,500.00	$12,500.00	$12,500.00	$1,991.00	$1,991.00	$3,982.00	$3,982.00
47	832	EROSION CONTROL	5,000	EA	$0.50	$0.50	$1.00	$5,000.00	$1.00	$0.00	$1.00	$5,000.00	$0.50	$0.50	$1.00	$5,000.00	$0.50	$0.50	$1.00	$5,000.00
48	SPEC	BACK OF SIDEWALK CURB WITH BASE MATERIAL	140	SF	$20.00	$25.00	$45.00	$6,300.00	$18.00	$27.00	$45.00	$6,300.00	$16.00	$10.00	$26.00	$3,640.00	$22.50	$22.50	$45.00	$6,300.00
49	SPEC	DRIVEWAY PAVEMENT REPLACEMENT (ASPHALT)	96	SY	$20.00	$19.04	$39.04	$3,747.84	$36.00	$54.00	$90.00	$8,640.00	$45.00	$25.00	$70.00	$6,720.00	$30.00	$30.00	$60.00	$5,760.00
50	SPEC	DRIVEWAY PAVEMENT REPLACEMENT (CONCRETE)	57	SY	$30.00	$26.22	$56.22	$3,204.54	$30.00	$45.00	$75.00	$4,275.00	$45.00	$25.00	$70.00	$3,990.00	$60.00	$60.00	$120.00	$6,840.00
51	SPEC	DRIVEWAY PAVEMENT REPLACEMENT (GRAVEL)	127	SY	$3.00	$1.98	$4.98	$632.46	$12.00	$18.00	$30.00	$3,810.00	$11.00	$10.00	$21.00	$2,667.00	$20.00	$20.00	$40.00	$5,080.00
52	SPEC	ASHPALT REJUVENATING AGENT	3,060	SY	$0.68	$0.50	$1.18	$3,610.80	$0.40	$0.60	$1.00	$3,060.00	$0.60	$0.45	$1.05	$3,213.00	$0.75	$0.50	$1.25	$3,825.00
53	SPEC	SERVICE LINE TRANSFER (JOHNSTOWN)	22	EA	$300.00	$238.05	$538.05	$11,837.10	$160.00	$240.00	$400.00	$8,800.00	$375.00	$200.00	$575.00	$12,650.00	$400.00	$400.00	$800.00	$17,600.00
54	SPEC	METER, SETTING, STOP & CHAMBER (JOHNSTOWN)	22	EA	$260.29	$600.00	$860.29	$18,926.38	$500.00	$700.00	$1,200.00	$26,400.00	$800.00	$500.00	$1,300.00	$28,600.00	$900.00	$900.00	$1,800.00	$39,600.00
55	SPEC	EXISITNG GAS LINE REMOVAL & DISPOSAL	550	FT	$18.94	$0.00	$18.94	$10,417.00	$4.00	$6.00	$10.00	$5,500.00	$6.00	$2.00	$8.00	$4,400.00	$14.00	$0.00	$14.00	$7,700.00
56	SPEC	PROJECT CONTINGENCIES	1	LS	$28,000.00	$0.00	$28,000.00	$28,000.00	$28,000.00	$0.00	$28,000.00	$28,000.00	$28,000.00	$0.00	$28,000.00	$28,000.00	$28,000.00	$0.00	$28,000.00	$28,000.00
		Total Bid Amount - Alternate 1						$633,762.25				$642,411.00				$664,581.54				$736,699.00

OREGON STREET RECONSTRUCTION - PHASE III
VILLAGE OF JOHNSTOWN
PROJECT NO.: 18034510
BID OPENING DATE: MARCH 12, 2021
BID TABULATION - ALTERNATE 2 - Additional Storm Sewer

Ref No.	Item No.	Description - Alternate 2	Quan.	Unit	Law General Contracting				Elite Excavating Company of Ohio, Inc.				Columbus Asphalt Paving, Inc.				Shelly & Sands			
					Unit Price Labor	Unit Price Material	Total Unit Price	Item Total	Unit Price Labor	Unit Price Material	Total Unit Price	Item Total	Unit Price Labor	Unit Price Material	Total Unit Price	Item Total	Unit Price Labor	Unit Price Material	Total Unit Price	Item Total
1	611	INLETS (ODOT NO 3A)	1	EA	$1,000.00	$1,688.75	$2,688.75	$2,688.75	$1,300.00	$1,900.00	$3,200.00	$3,200.00	$1,000.00	$1,100.00	$2,100.00	$2,100.00	$1,466.50	$1,466.50	$2,933.00	$2,933.00
2	611	12" CONDUIT, TYPE B (RCP, 706.02)	196	FT	$40.95	$50.00	$90.95	$17,826.20	$31.00	$46.00	$77.00	$15,092.00	$80.00	$50.00	$130.00	$25,480.00	$51.75	$51.75	$103.50	$20,286.00
		Total Bid Amount - Alternate 2						$20,514.95				$18,292.00				$27,580.00				$23,219.00

Village of Johnstown
Administrative Offices
www.johnstowohio.org

VILLAGE OF JOHNSTOWN

599 S. Main Street
Johnstown, Ohio 43031
Telephone: 740-967-3177
Fax: 740-967-3519

RESOLUTION 2021-13

A RESOLUTION AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO AN AGREEMENT WITH PHOENIX FABRICATORS AND ERECTORS, LLC. FOR THE ENTERPRISE WATER STORAGE TANK PROJECT

WHEREAS, the Village of Johnstown advertised for qualified companies to submit bid proposals for the Enterprise Water Storage Tank Project, and;

WHERESAS, sealed, qualified bids were opened March 5, 2021; and

WHEREAS, the Village Engineer and Village Manager have reviewed the bid applications for said improvements and opinion is attached hereto, and;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF JOHNSTOWN, STATE OF OHIO, AND THE MAJORITY OF THE MEMBERS ELECTED THERETO CONCURRING THAT:

Section One: The Village of Johnstown awards the bid for the Enterprise Water Storage Tank Project to Phoenix Fabricators and Erectors, LLC as they had the lowest and best bid received ($2,818,200.00) in accordance with the specifications upon which such bids were received.

Section Two: The Village Manager is hereby authorized and directed on behalf of the Council of the Village of Johnstown, to enter into an agreement with Phoenix Fabricators and Erectors, LLC for the Enterprise Water Storage Tank Project.

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

Date of Introduction/ Public Hearing/Vote: April 6, 2021

By: _____ _____
Chip Dutcher, Mayor

ATTEST TO: APPROVED AS TO FORM:

_____ _____
Teresa Monroe, Clerk of Council Yazan Ashrawi, Law Director

DRAFT

your trusted advisor
CT consultants
engineers
architects
planners

March 18, 2021

Mr. Jack Liggett
Assistant Manager
Village of Johnstown
599 S. Main St.
Johnstown, OH 43031

Re: Village of Johnstown – Enterprise Water Storage Tank
Recommendation for Award
CT Project No. 20034507

Dear Mr. Liggett:

As you are aware, on March 5, 2021 bids were received for the referenced project. In response to the published advertisement for bid, four bid packages were received. Within the bid packets received, two of the Bidders submitted proposals for two of the four alternates presented. The remaining two Bidders submitted proposals for only one of the four alternatives presented. The original bid documentation has been transmitted under separate cover for the village records.

Bid submittals were received from Phoenix Fabricators and Erectors, LLC, Caldwell Tanks, Inc., Landmark Structures I, LP, and, Mid-Atlantic Storage Systems, Inc. The bid results for the proposals received for each of the alternatives have been compiled and are outlined on the enclosed certified bid tabulation for your review.

The structure of the bid documentation requested that each bidder present a Total Bid for the construction of the proposed water storage tank and related appurtenances. The style of the tank offered for construction could be one or more of the following four alternatives:

Elevated Composite – Welded Steel
Elevated Composite – Bolted Steel
Elevated Fluted Column
Single Pedestal Elevated

As outlined in the Advertisement for Bids, contract award on the project is to be based on the lowest and best bid received. The Engineer's Opinion of Probable Cost for the project was advertised as $3,000,000.

Of the alternatives presented for proposals, no bid responses were received for the Elevated Fluted Column Alternative. Three proposals were received for the Elevated Composite Welded Steel Alternative, two proposals were received for the Single Pedestal Elevated and a single proposal was received for the Elevated Composite Bolted Steel Alternative. No mathematical errors were identified within the proposals received. In addition to the proposals, each Bidder

also presented a Life Cycle Cost Analysis for their submitted alternatives as required by the project documentation, acknowledged each of the two addenda issued during the advertisement period and provided the other required documentation within their response.

Based upon the results received and preliminary feedback received from the village on the style of tank preferred, we further investigated the Bid for the Elevated Composite Welded Steel Alternative submitted by Phoenix Fabricators and Erectors, LLC. The submittal included a Bid Guaranty and Contract Bond in an amount equal to 100% of the amount bid and the surety company named within the bond appears on the Ohio Department of Insurance list of those insurance companies authorized to do business in the State of Ohio. . In accordance with the requirements of Ohio Revised Code §9.24, a search of the Ohio Auditor of State Findings for Recovery Database was conducted and did not identify any matches for either Phoenix Fabricators and Erectors, LLC or for Jonathan Dixon (Vice-President Sales).

Within their bid response Phoenix Fabricators and Erectors, LLC provided documentation of comparable projects completed over the past several years. CT Consultants, Inc. is familiar with projects completed by Phoenix Fabricators and Erectors, LLC and is aware of their capability to perform projects of this nature. As such, pending review of the enclosed documentation by the village and by your solicitor, including the Bid Guaranty and Contract Bond, we would recommend award of the Enterprise Water Storage Tank contract (Elevated Composite Welded Steel Alternative) to Phoenix Fabricators and Erectors, LLC in the amount of $2,818,200.00. A draft Notice of Award reflecting this recommendation has been enclosed for consideration.

As the above recommendation is considered, we stand ready to assist the village with any questions or concerns. Please do not hesitate to contact us at 614-904-3458 if questions arise. We look forward to working with you and to a successful project for the Village of Johnstown.

Respectfully,
CT Consultants, Inc.

Barbara R. Anderson, P.E.
Principal Engineer

AGENDA REPORT

VILLAGE COUNCIL
APRIL 6, 2021

AGENDA ITEM
Enterprise Center Water Tower Contract

PREPARER(S)
Jim Lenner, Village Manager

RECOMMENDED ACTION
Approve the authorization to sign the construction contract with Phoenix Fabricators and Erectors, LLC in the amount of $2,818,200.

HISTORY
Existing Facilities: The Village currently operates ground water treatment plant with 1.0-million gallon per day capacity. The Village currently has a clearwell in the distribution system. Three high service pumps rated at 600-gallon per minute provide water from the water treatment plant to the distribution system.

Proposed Facilities: The Village will construct a 500,000 gallon water tower near the east side of the intersection between Johnstown- Utica Road and Duncan Plains Road. Four different elevated storage tank designs were included in the detailed plans. A 12-inch diameter main will be installed to connect the existing 12-main along Johnstown-Utica Road to the proposed tower.

SUMMARY
Authority: Administrative Code - 107.01 Contacts and Purchases; Advertising for Bids.

Urgency: We'd ask that this is passed at the first reading so that we can execute the contracts needed for the project.

Relation to Other Actions: Not applicable.

FISCAL IMPACT
Current Budget: The project is within the revised cost estimate of $3,000,000.

Future Budget: As part of the bidding process, the Village required each contractor to submit a lifecycle cost analysis for their product. In summary, the life cycle costs are equal in the end of a 40-year usable life of any tower.

ATTACHMENTS
1. Copy of engineer recommendation letter.
2. Project bid tabs.
3. Life cycle cost analysis.

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RESOLUTION 2021-14

A RESOLUTION AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO AN AGREEMENT WITH HULL & ASSOCIATES FOR THE DESIGN OF THE US 62 / SPORTSMANS CLUB ROAD INTERSECTION IMPROVEMENTS

WHEREAS, the Village of Johnstown requested proposals to perform detailed design for the US 62 / Sportsmans Club Road Intersection Improvements and;

WHERESAS, five proposals were received by the deadline on March 24, 2021; and

WHEREAS, the Village Manager and Assistant Manager have reviewed and scored the design proposals for said improvements and opinion is included in this Resolution, Section One.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF JOHNSTOWN, STATE OF OHIO, AND THE MAJORITY OF THE MEMBERS ELECTED THERETO CONCURRING THAT:

Section One: The Village of Johnstown awards the proposal for Design of the US 62 / Sportsmans Club Road Intersection Improvements to Hull & Associates as they had the lowest and best bid received ($132,840.00) in accordance with the specifications upon which such bids were received.

Section Two: The Village Manager is hereby authorized and directed on behalf of the Council of the Village of Johnstown, to enter into an agreement with Hull & Associates for the Design of the US 62 / Sportsmans Club Road Intersection Improvements.

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

Date of Introduction/ Public Hearing/Vote: April 6, 2021

By: _____ _____
Chip Dutcher, Mayor

ATTEST TO: APPROVED AS TO FORM:

_____ _____
Teresa Monroe, Clerk of Council Yazan Ashrawi, Law Director

DRAFT

AGENDA REPORT

VILLAGE COUNCIL
APRIL 6, 2021

AGENDA ITEM
US 62 & Sportsmans Club Road Engineering Services

PREPARER(S)
Jim Lenner, Village Manager

RECOMMENDED ACTION
Approve the authorization to sign the engineering contract with Hull & Associates, LLC of $132,840.00.

HISTORY
The Village has been working on the business retention project, Project Mastodon, for 18 months. As part of the project, the Village has committed to realign the intersection to increase safety.

A scoring committee consisting of the Village Manager, Assistant Village Manager and Village Planner ranked Hull, Inc as the best proposal.

SUMMARY
Authority: Administrative Code - 107.01 Contacts and Purchases; Advertising for Bids.

Urgency: We'd ask that this is passed at the first reading so that we can execute the contracts needed for the project.

Relation to Other Actions: Final loan and grant documents are currently in various stages of the State approval process.

FISCAL IMPACT
Current Budget: The Village is utilizing $600,000 in State grant funds and $509,000 SIB loan to finance the project.

Future Budget: The Village must repay the $509,000 loan over the next ten years. The interest rate is 0%.

ATTACHMENTS
1. None

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ORDINANCE 13-2021

**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 desires to enhance the security of personnel and buildings/equipment at the water and sewer plants; and

WHEREAS, the net effect on the finances of the Village of Johnstown will be increased appropriations of **$20,500.00**; and

WHEREAS, the Water & Sewer Operations Fund balances are sufficient to cover this appropriation.

Section One. That the appropriations for the Water Operations and Sewer Operations Funds that were 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:

Water Operations Fund			
Contractual Services		$	12,000.00
Net effect on Water Operations Fund	**(decrease)**	**$**	**12,000.00**
Sewer Operations Fund			
Contractual Services		$	8,500.00
Net effect on Sewer Operations Fund	**(decrease)**	**$**	**8,500.00**

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: April 6th, 2021
Public Hearing/Vote: April 20th, 2021
Effective Date:

BY: _____ _____
Mayor Chip Dutcher

DRAFT

ATTEST TO:

_____
Teresa Monroe, Clerk of Council

APPROVED AS TO FORM:

_____
Yazan Ashrawi, Law Director

DRAFT