

**CITY OF JOHNSTOWN, PENNSYLVANIA
RESOLUTION NO. 10252**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOHNSTOWN, CAMBRIA COUNTY, PENNSYLVANIA ACCEPTING THE PROPOSAL OF THE 28TH MILITARY POLICE RETIRED ASSOCIATION AND AUTHORIZING THE INSTALLATION OF A MONUMENT TO FALLEN MEMBERS OF THE MILITARY POLICE COMPANY WITHIN THE CITY OF JOHNSTOWN CENTRAL PARK AT A LOCATION TO BE DETERMINED AND APPROVED BY THE CITY.

WHEREAS, the 28th Military Police Retried Association has requested approval to establish a monument within the City of Johnstown Central Park to honor the fallen members of the 28th Military Police Company; and

WHEREAS, the 28th Military Police Retired Association has submitted the attached proposal confirming an agreement for construction and installation of the monument and further detailing the proposed design and inscription, as well as confirmation of funds raised and to be placed in escrow for future disbursement to cover the costs of said monument construction and installation; and

WHEREAS, the construction and installation of said monument will occur at no cost to the City and remain at all times subject to the City of Johnstown's approval of the ultimate location for the monument within Central Park;

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Johnstown, Cambria County hereby accepts the attached proposal submitted by the 28th Military Police Retired Association and authorizes the installation of a monument honoring fallen members of the 28th Military Police Company within the City of Johnstown Central Park, at a location subject to final approval by the City of Johnstown, and further contingent upon no costs being incurred by the City.


ADOPTED: February 12, 2020

By the following Vote:

Yeas: Mr. Vitovich, Mr. Arnone, Mr. Britt, Mr. Capriotti, Mayor Janakovic, Rev. King,

Mrs. Mock. (7)

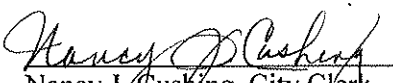
Nays: None (0)



Frank J. Janakovic, Mayor
Marie Mock, Deputy Mayor

ATTEST:

I do hereby certify that the foregoing is a true and correct copy of Resolution No. **10252** as the same by the City Council of the City of Johnstown, Pennsylvania.



Nancy J. Cushing, City Clerk

CITY OF JOHNSTOWN, CAMBRIA COUNTY, PENNSYLVANIA

RESOLUTION NO. 10253

A RESOLUTION OF CITY COUNCIL OF THE CITY OF JOHNSTOWN, PENNSYLVANIA AUTHORIZING THE INTERIM CITY MANAGER OR THE FINANCIAL DIRECTOR TO SIGN ALL DOCUMENTS NECESSARY TO APPLY FOR A GRANT THROUGH THE PA DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT IN THE AMOUNT OF \$129,948.00 TO ASSIST WITH SILT AND DEBRIS REMOVAL AT THE ELK RUN DEBRIS BASIN AT STACKHOUSE PARK.

WHEREAS, the City of Johnstown wishes to request the PA Small Water and Sewer Program Grant for the Pennsylvania Department of Community and Economic Development to be used for silt and debris removal at the Elk Run Debris Basin; and

WHEREAS, as an obligation of this funding, the City has committed funds to a 15% cash match to be paid out of the following account, thereby committing a contribution of \$22,932.00. This amount will be budgeted in 2021.

NOW THEREFORE, be it resolved that the City of Johnstown of Cambria County hereby request a PA Small Water and Sewer Program grant from the Pennsylvania Department of Community and Economic Development to be used for silt and debris removal at the Elk Run Debris Basin.

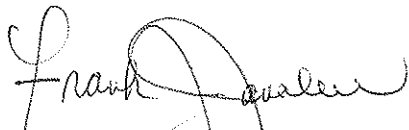
Be it FURTHER RESOLVED, that the Applicant does hereby designate John Trant, Interim City Manager, or Robert Ritter, Financial Director, as the official(s) to execute all documents and agreements between the City of Johnstown and the PA Department of Community and Economic Development to facilitate and assist in obtaining the requested grant.

ADOPTED: February 12, 2020

By the following vote:

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

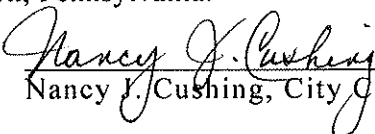
Nays: None (0)



Frank J. Janakovic, Mayor
Marie Mock, Deputy Mayor

ATTEST:

I do hereby certify that the foregoing is a true and correct copy of Resolution No. 10253 as the same adopted by the City Council of the City of Johnstown, Pennsylvania.



Nancy J. Cushing, City Clerk

CITY OF JOHNSTOWN, CAMBRIA COUNTY, PENNSYLVANIA

RESOLUTION NO. 10254

A RESOLUTION OF CITY COUNCIL OF THE CITY OF JOHNSTOWN, PENNSYLVANIA AUTHORIZING THE INTERIM CITY MANAGER OR THE FINANCIAL DIRECTOR TO SIGN ALL DOCUMENTS NECESSARY TO APPLY FOR A GRANT THROUGH THE PA DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT IN THE AMOUNT OF \$405,833.00 TO ASSIST WITH REMEDIATION AND REPAIR EFFORTS OF THE CONCRETE RETAINING WALL ON SAM'S RUN.

WHEREAS, the City of Johnstown wishes to request the PA Small Water and Sewer Program Grant for the Pennsylvania Department of Community and Economic Development to be used for concrete retaining wall repairs on the Sam's Run Flood Protection Project in the Moxham neighborhood of the City of Johnstown; and

WHEREAS, as an obligation of this funding, the City has committed funds to a 15% cash match to be paid out of the following account, thereby committing a contribution of \$71,618.00. This amount will be budgeted in 2021.

NOW THEREFORE, be it resolved that the City of Johnstown of Cambria County hereby request a PA Small Water and Sewer Program grant from the Pennsylvania Department of Community and Economic Development to be used for concrete retaining wall repairs on the Sam's Run Flood Protection Project in the Moxham neighborhood of the City of Johnstown.

Be it FURTHER RESOLVED, that the Applicant does hereby designate John Trant, Interim City Manager, or Robert Ritter, Financial Director, as the official(s) to execute all documents and agreements between the City of Johnstown and the PA Department of Community and Economic Development to facilitate and assist in obtaining the requested grant.

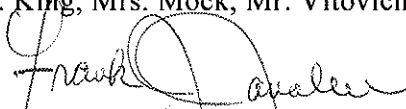
ADOPTED:

February 12, 2020

By the following vote:

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

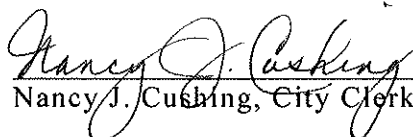
Nays: None (0)



Frank J. Janakovic, Mayor
Marie Mock, Deputy Mayor

ATTEST:

I do hereby certify that the foregoing is a true and correct copy of Resolution No. **10254** as the same adopted by the City Council of the City of Johnstown, Pennsylvania.



Nancy J. Cushing, City Clerk

CITY OF JOHNSTOWN, PENNSYLVANIA

RESOLUTION NO. 10255

A RESOLUTION OF CITY COUNCIL OF THE CITY OF JOHNSTOWN, PENNSYLVANIA AUTHORIZING THE INTERIM CITY MANAGER TO SIGN AND TAKE ALL ACTIONS NECESSARY TO EFFECTUATE A CONTRACT FOR PURCHASE OF A NEW TELEPHONE AND INTERNET SYSTEM AND SERVICES FROM BLADE BROADBAND, INCLUDING THE PURCHASE OF 52 NEW PHONES AND VOIP SERVICES AS WELL AS LOCAL INTERNET SERVICES, CONTINGENT UPON REVIEW AND APPROVAL OF THE CONTRACT BY THE CITY SOLICITOR

WHEREAS, the City's existing phone system was installed in 1990 and is 29 years old; and

WHEREAS, the City identified a need to solicit bids for an updated phone system and to explore potential alternatives to its current phone and internet service systems; and

WHEREAS, Blade Broadband submitted the lowest qualifying bid for the necessary equipment and service contract, providing for 52 new telephones at a cost of \$6,500.00 and a phone and internet service contract at a cost of \$11,820 per year, for a contract term of one (1) year; and

WHEREAS, The City is currently paying \$52,169 per year for phone and internet service such that entering the proposed contract with Blade Broadband will afford savings to the City in the amount of \$40,349 per year; and

WHEREAS, relevant Expense Accounts to be charged for the contract amount are as follows:

01.401.32.012.00	Govt. Exec. Telephone
01.402.32.012.00	Finance Telephone
01.410.32.012.00	Police Telephone
01.411.32.012.00	Other Police Telephone
01.412.32.012.00	Fire Telephone
01.434.32.012.00	Public Works Telephone
01.443.32.012.00	On Street Parking Telephone
01.445.32.012.00	Main Street Parking Telephone
01.447.32.012.00	Lincoln Street Parking Telephone
01.449.32.012.00	Intermodal Telephone
01.450.32.012.00	Recreation Telephone
01.458.32.012.00	Roxy Telephone
01.460.32.012.00	Community Development Telephone

WHEREAS, it is the desire of the City of Johnstown to upgrade their phone and internet system.

NOW THEREFORE BE IT RESOLVED, THE CITY OF JOHNSTOWN, PENNSYLVANIA AUTHORIZING THE INTERIM CITY MANAGER TO SIGN AND TAKE ALL ACTIONS NECESSARY TO EFFECTUATE A CONTRACT WITH BLADE BROADBAND CONTINGENT UPON REVIEW AND APPROVAL OF THE CONTRACT BY THE CITY SOLICITOR.

ADOPTED:

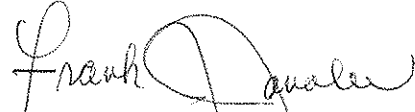
February 12, 2020

By the following vote:

Yeas: Mr. Capriotti, Mayor Janakovic, Rev. King, Mrs. Mock, Mr. Vitovich, Mr. Arnone,

Mr. Britt. (7)


Nays: None (0)



Frank J. Janakovic, Mayor
Marie Mock, Deputy Mayor

ATTEST:

I do hereby certify that the foregoing is a true and correct copy of Resolution No. **10255** as the same adopted by the City Council of the City of Johnstown, PA.



Nancy J. Cushing, City Clerk

BLADE BROADBAND SALES AGREEMENT

This Sales Agreement (this "Agreement") is entered into as of the 12th day of February 2020 for a period of One Year, by and between BLADE BROADBAND, and multiple locations for the CITY OF JOHNSTOWN. The Seller and Buyer may be referred to in this Agreement individually as a "Party" and collectively as the "Parties."

WHEREAS, Seller owns certain Goods & Services, as defined below, and Seller desires to sell such Goods & Services under the terms and conditions set forth in this Agreement.

WHEREAS, Buyer desires to purchase the Goods & Services offered for sale by Seller under the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual promises and for other good and valuable consideration exchanged by the Parties as set forth in this Agreement, the Parties, intending to be legally bound, hereby mutually agrees as follows:

1. **Sale of Goods.** Seller agrees to sell, transport and Internet Services to Buyer, and Buyer agrees to purchase the following items in the following quantities and at the prices (the "Goods"):

Description of Services	Quantity	Price
25 Fairfield Ave, Firehouse	60Mbps x 20Mbps Internet	\$150 Install & \$62.00 per month
955 Ash St, Firehouse	60Mbps x 20Mbps Internet	\$150 Install & \$62.00 per month
City Hall, Main St	60Mbps x 20Mbps Internet	\$150 Install & \$62.00 per month
Public Safety Building	60Mbps x 20Mbps Internet	\$150 Install & \$62.00 per month
600 Power St, Public Works	60Mbps x 20Mbps Internet	\$150 Install & \$62.00 per month

2. **Purchase Price.** Buyer will pay to Seller for the Goods & Services and for all obligations specified in this Agreement, if any, as the full and complete purchase price, the sum listed above.

Unless otherwise stated, Seller shall be responsible for all taxes in connection with the purchase of Goods in this Agreement.

3. **Payment.**

Seller shall invoice Buyer upon the installation of the Services. Unless otherwise stated, payment for the Services is due within 15 days of the date of Seller's invoice, which date will not be before the date of Seller's delivery of the Services. After the initial install, the monthly payments will be due on the 1st of each month.

4. **Warranties.** Buyer acknowledges that it has one-year warranty on the antenna's installed at the listed locations for internet services.

5. **Security Interest.** Buyer hereby grants to Seller a security interest in the Goods, until Buyer has paid Seller in full for the Goods. Buyer shall sign and deliver to Seller any document needed to perfect the security interest in the Goods that Seller reasonably requests.

6. **Seller Representations and Warranties.** Seller warrants that the goods are free from any defects.

7. **Force Majeure.** Seller shall not be responsible for any claims or damages resulting from any delays in performance or for non-performance due to unforeseen circumstances or causes beyond Seller's reasonable control.

8. **Amendments.** No amendment to this Agreement will be effective unless it is in writing and signed by both Parties.

9. **Governing Law.** The One-Year terms of this Agreement shall be governed by and construed in accordance with the laws of the State of PA, not including its conflicts of law provisions.

10. **Disputes.** Any dispute arising from this Agreement shall be resolved in the courts of the State of PA.

11. **Entire Agreement.** This Agreement contains the entire understanding between the Parties and supersedes and cancels all prior agreements of the Parties, whether oral or written, with respect to such subject matter.

12. **Notices.** Any notice or other communication given or made to any Party under this Agreement shall be in writing and delivered by hand, sent by overnight courier service or sent by certified or registered mail, return receipt requested, to the address stated above or to another address as that Party may subsequently designate by notice and shall be deemed given on the date of delivery.

13. **Waiver.** No Party shall be deemed to have waived any provision of this Agreement or the exercise of any rights held under this Agreement unless such waiver is made expressly and in writing. Waiver by any Party of a breach or violation of any provision of this Agreement shall not constitute a waiver of any other subsequent breach or violation.

14. **Miscellaneous.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, successors and assigns. The provisions of this Agreement are severable. If any provision is held to be invalid or unenforceable, it shall not affect the validity or enforceability of any other provision. The section headings herein are for reference purposes only and shall not otherwise affect the meaning, construction or interpretation of any provision of this Agreement. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together, shall constitute one and the same document.

YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

IN WITNESS WHEREOF, the Parties have executed this agreement as of the date first written above.

YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

IN WITNESS WHEREOF, the Parties have executed this agreement as of the date first written above.



Buyer Signature

John K. Trant, Jr.
Buyer Full Name

Buyer Representative Name

Buyer Representative Title

Seller Signature

Seller Full Name

Seller Representative Name

Seller Representative Title

LANspeed TECHNOLOGIES SALES AGREEMENT

This Sales Agreement (this "Agreement") is entered into as of the 12th day of February 2020 for a period of One Year, by and between LANspeed TECHNOLOGIES, and multiple locations for the CITY OF JOHNSTOWN. The Seller and Buyer may be referred to in this Agreement individually as a "Party" and collectively as the "Parties."

WHEREAS, Seller owns certain Goods & Services, as defined below, and Seller desires to sell such Goods & Services under the terms and conditions set forth in this Agreement; and

WHEREAS, Buyer desires to purchase the Goods & Services offered for sale by Seller under the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual promises and for other good and valuable consideration exchanged by the Parties as set forth in this Agreement, the Parties, intending to be legally bound, hereby mutually agrees as follows:

1. **Sale of Goods.** Seller agrees to sell, unlimited local and long-distance phone services to Buyer, and Buyer agrees to purchase the following items in the following quantities and at the prices (the "Services"):

Description of Services	Quantity	Price
25 Fairfield Ave, Firehouse		
955 Ash St, Firehouse		
City Hall, Main St		
Public Safety Building		
600 Power St, Public Works		
Total Yealink T29G Desk phones	46 Desk phones @ \$100 Each	\$4600.00
Total Yealink W53P Wireless Handset	6 Wireless Handset @ \$100 Each	\$600.00
3CX Phone System License 1 Year	1 Year	\$350.00
Unlimited Local and Long-Distance Phone Services	Monthly Service	\$675.00
Shipping Charge for Phones	1	\$200.00

2. **Purchase Price.** Buyer will pay to Seller for the Products & Services and for all obligations specified in this Agreement, if any, as the full and complete purchase price, the sum listed above. Unless otherwise stated.

3. **Payment.**

Seller shall invoice Buyer before the installation of the Products & Services. Unless otherwise stated, payment for the Services is due before the installation of equipment. After the initial install, the monthly payments will be due on the 1st of each month. Unless otherwise stated.

4. **Warranties.** Buyer acknowledges that it has two-year warranty on the phone installed at the listed locations for services.

5. **Security Interest.** Buyer hereby grants to Seller a security interest in the Goods, until Buyer has paid Seller in full for the Goods. Buyer shall sign and deliver to Seller any document needed to perfect the security interest in the Goods that Seller reasonably requests.

6. **Seller Representations and Warranties.** Seller warrants that the goods are free from any defects.

7. **Force Majeure.** Seller shall not be responsible for any claims or damages resulting from any delays in performance or for non-performance due to unforeseen circumstances or causes beyond Seller's reasonable control.

8. **Amendments.** No amendment to this Agreement will be effective unless it is in writing and signed by both Parties.

9. **Governing Law.** The One-Year terms of this Agreement shall be governed by and construed in accordance with the laws of the State of PA, not including its conflicts of law provisions.

10. **Disputes.** Any dispute arising from this Agreement shall be resolved in the courts of the State of PA.

11. **Entire Agreement.** This Agreement contains the entire understanding between the Parties and supersedes and cancels all prior agreements of the Parties, whether oral or written, with respect to such subject matter.

12. **Notices.** Any notice or other communication given or made to any Party under this Agreement shall be in writing and delivered by hand, sent by overnight courier service or sent by certified or registered mail, return receipt requested, to the address stated above or to another address as that Party may subsequently designate by notice and shall be deemed given on the date of delivery.

13. **Waiver.** No Party shall be deemed to have waived any provision of this Agreement or the exercise of any rights held under this Agreement unless such waiver is made expressly and in writing. Waiver by any Party of a breach or violation of any provision of this Agreement shall not constitute a waiver of any other subsequent breach or violation.

14. **Miscellaneous.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, successors and assigns. The provisions of this Agreement are severable. If any provision is held to be invalid or unenforceable, it shall not affect the validity or enforceability of any other provision. The section headings herein are for reference purposes only and shall not otherwise affect the meaning, construction or interpretation of any provision of this Agreement. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together, shall constitute one and the same document.

CITY OF JOHNSTOWN,
CAMBRIA COUNTY, PENNSYLVANIA
RESOLUTION NO. 10256

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOHNSTOWN, CAMBRIA COUNTY, PENNSYLVANIA AUTHORIZING THE INTERIM CITY MANAGER TO SIGN ALL DOCUMENTS REQUIRED IN SUBMISSION OF THE ATTACHED APPLICATION FOR TRAFFIC SIGNAL MAINTENANCE APPROVAL TO THE PENNSYLVANIA DEPARTMENT OF TRANSPORTATION AND TO SIGN SAID APPLICATION ON BEHALF OF THE CITY OF JOHNSTOWN.

WHEREAS, the City desires to own, operate, and maintain a City-wide traffic control system and to make improvement on devices at the following locations within city limits:

SR 0403 (Napoleon St) & South St
SR 0403 (Central Ave) & Bridge St & Bond St
SR 0403 (Valley Pike/Central Ave) & Horner St & JHS Driveway
SR 0403 (Valley Pike) & 3011 (Franklin St)
SR 0403 (Napoleon St/Franklin St) & Hickory St
SR 0403 (Napoleon St) & Haynes St
SR 0403 (Napoleon St) & Somerset St & Private Driveway
SR 0403 (Central Ave) & SR 0756 (Ohio St)

WHEREAS, a signed application for Traffic Signal Approval (TE 160) must be submitted and Traffic Signal Permit must be issued before any work can begin.

WHEREAS, the City shall provide Preventive Maintenance as covered by the application at set required intervals. The City shall provide Response Maintenance or work necessary to restore a traffic signal system to proper and safe operation.

WHEREAS, the City shall provide in its annual budget funds sufficient to cover the cost of personnel, training, contractors, and equipment which are required by virtue of this application.


NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Johnstown, hereby authorizes the Interim City Manager to sign and submit application for Traffic Signal Maintenance Approval to the Pennsylvania Department of Transportation

ADOPTED: February 12, 2020

By the following Vote:

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

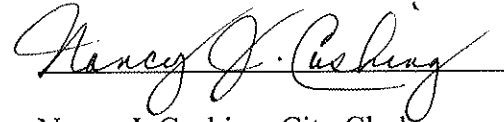
Nays: None (0)



Frank J. Janakovic, Mayor
Marie Mock, Deputy Mayor

ATTEST:

I do hereby certify that the foregoing is a true and correct copy of Resolution No. **10256** as the same adopted by the City Council of the City of Johnstown, Pennsylvania.

A handwritten signature in cursive script, reading "Nancy J. Cushing", written over a horizontal line.

Nancy J. Cushing, City Clerk

Application for Traffic Signal Approval

Please Type or Print all information in Blue or Black Ink



County : Cambria
 Engineering District : 9-0
 Department Tracking # : 9-3-99
 Initial Submission Date : _____

A - Applicant's (Municipal) Contact Information

Municipal Contact's Name : John Trant Title : Acting City Manager
 Municipal Name : City of Johnstown
 Municipal Address : Johnstown City Council, City Hall Room 102, Johnstown, PA 15901
 Municipal Phone Number : (814) 533-2001 Alternative Phone Number : _____
 E-mail Address : ghayfield@cojtwm.com
 Municipal Hours of Operation : 8:00 am - 4:30 pm

B - Application Description

Location (*intersection*) : SR 0403 (Napoleon St) & South St
 Traffic Control Device is : NEW Traffic Signal EXISTING Traffic Signal (Permit Number) : 9-3-99
 Type of Device (*select one*) Traffic Control Signal (MUTCD Section 4D, 4E, 4G) Flashing Beacon (MUTCD Section 4L) School Warning System (MUTCD Section 7B)
 Other : _____
 Is Traffic Signal part of a system? : YES NO System Number (*if applicable*) : _____
 If YES, provide locations of all signalized intersections in system.
Supervised by a closed loop master controller at Franklin St & Locust St
 Explain the proposed improvements :
New Pedestrian Equipment and Radar Detection.
 Associated with Highway Occupancy Permit (HOP)? : YES NO If YES, HOP Application # : _____

C - Maintenance and Operation Information

Maintenance and Operations are typically performed by? :
 Municipal Personnel Municipal Contractor Municipal Personnel & Contractor
 Other : _____
 Maintenance and Operations Contact Name : Jared Campagna Company/Organization : City of Johnstown
 Phone # : (814) 553-2089 Alternative Phone # : (814) 3421-9466 E-mail : jcampagna@cojtwm.com

D - Attachments Listing

<input checked="" type="checkbox"/> Municipal Resolution (<i>required</i>)	<input type="checkbox"/> Location Map	<input type="checkbox"/> Traffic Volumes / Pedestrian Volumes
<input type="checkbox"/> Letter of Financial Commitment	<input type="checkbox"/> Photographs	<input type="checkbox"/> Turn Lane Analysis
<input type="checkbox"/> Traffic Signal Permit	<input type="checkbox"/> Straight Line Diagram	<input type="checkbox"/> Turn Restriction Studies
<input type="checkbox"/> Warrant Analysis	<input type="checkbox"/> Capacity Analysis	<input type="checkbox"/> Other : _____
<input type="checkbox"/> Crash Analysis	<input type="checkbox"/> Traffic Impact Study (TIS)	
<input type="checkbox"/> Traffic Signal Study	<input type="checkbox"/> Condition Diagram	

Application for Traffic Signal Approval



County : Cambria
Engineering District : 9-0
Department Tracking # : 9-3-99
Initial Submission Date : _____

Please Type or Print all information in Blue or Black Ink

E - Applicant (Municipal) Certification

The applicant desires to own, operate, and maintain the traffic control device in the location indicated above; and the Vehicle Code requires the approval of the Department of Transportation ("Department") before any traffic signals may be legally erected or modified. A signed Application for Traffic Signal Approval (TE-160) must be submitted in conformance with the instructions provided by the Department, and a Traffic Signal Permit must be issued, before any work can begin.

If the Department approves a traffic signal after a traffic engineering study and engineering judgment indicates the need, the traffic signal shall be installed, owned, operated, and maintained within the parameters indicated in the Vehicle Code and the Department's regulations relating to traffic signs, signals, and markings. The Department may direct appropriate alterations to the design or operation (including, but not limited to, hours of operation) of the traffic signal, or require removal of the traffic signal, if traffic conditions or other considerations necessitate alteration or removal.

All items associated with the traffic control device (geometric features, signs, signals, pavement markings, pedestrian accommodations, and other traffic control device associated items) are the applicant's responsibility. The Traffic Signal Permit will then document all of the items associated with operation of each traffic control device. The applicant, at its sole expense, shall provide the necessary inspection, maintenance, and operation activities in conformance with the Department's Publication 191 or as otherwise agreed to by the Department. The applicant shall perform the preventative and responsive maintenance requirements and recordkeeping in accordance with the exhibits specified below. If the applicant fails to provide the required inspection, maintenance, or operation services within thirty (30) days of receipt of written notice from the Department, the Department shall have the right to perform the required inspection, maintenance, or operation services in the applicant's stead and the applicant shall reimburse the Department for all costs incurred. Federal- and/or state-aid participation may be withheld on all future projects if the applicant fails to demonstrate to the Department the ability to provide all required maintenance and operation services. The applicant certifies that it has funds available and committed for the operation and maintenance of the traffic control device and that it will make available sufficient funds for all required future inspection, maintenance, and operation activities.

The applicant shall indemnify, save harmless and, defend (if requested) the Commonwealth of Pennsylvania, its agents, representatives, and employees from and against any damages recoverable under the Sovereign Immunity Act, 42 Pa. C.S. §§ 8521-8528, up to the limitations on damages under said law, arising out of any personal injury or damage to property which is finally determined by a court to be caused by or result from acts or omissions of the applicant and for which a court has held applicant, its officials, or employees to be liable. This provision shall not be construed to limit the applicant in asserting any rights or defenses. Additionally, the applicant shall include in any contracts into which it enters for maintenance, operation, or inspection of the traffic control device this same obligation to indemnify the Commonwealth and its officers, agents, and employees; and it shall require its contractor(s) to provide public liability insurance coverage, naming the Commonwealth and the applicant as additional insureds for bodily injury, including death and property damage, in the minimum amounts of \$500,000 per person, \$1,000,000 per occurrence, it being the intention of parties to have the contractor fully insure and indemnify the Commonwealth and the applicant.

The applicant shall comply with the study and ordinance requirements of 75 Pa. C.S. § 6109. The applicant submits this application with the intention of being legally bound.

Neither this application nor any Traffic Signal Permit creates any rights or obligations with respect to parties other than the applicant and the Department. Third parties may not rely upon any representations made by either the applicant or the Department in connection with the submission or approval of this application or any work permitted or approved that is related to this application, as regards either payment of funds or performance of any particular item of maintenance precisely as specified.

The applicant agrees to comply with the attached Exhibits:

- Exhibit "A": Preventative and Response Maintenance Requirements (Sheet 3 of 5)
- Exhibit "B": Recordkeeping (Sheet 4 of 5)
- Exhibit "C": Signal Maintenance Organization (Sheet 5 of 5)

Printed Municipal Contact Name : John Trant

Date : 2-13-20

Signed By :

Witness or Attest :

Title of Signatory : Acting City Manager

Title of Witness or Attester : City Clerk

Interim

**Exhibit "A":
Preventative and Response Maintenance
Requirements**



County: Cambria
Engineering District: 9-0
Department Tracking #: 9-3-99
Initial Submission Date: _____

Preventive Maintenance

The APPLICANT or its contractor will provide preventive maintenance for each individual component of the traffic signal installation covered by this application at intervals not less than those indicated in the Preventive Maintenance Summary, PA DOT Publication 191, current version. This is the recommended level of maintenance to keep the intersection control equipment and signals in mechanically, structurally and aesthetically good condition.

Response Maintenance

The APPLICANT or its contractor will provide response maintenance in accordance with the provisions of the Response Maintenance Schedule. It encompasses the work necessary to restore a traffic signal system to proper and safe operation. Includes Emergency Repair and Final Repair.

FINAL REPAIR:

Repair or replace failed equipment to restore system to proper and safe operation in accordance with permit within a 24-hour period.

EMERGENCY REPAIR:

Use alternative means or mode to temporarily restore system to safe operation within a 24-hour period. Final repair must then be completed within 30 days unless prohibited by weather conditions or availability of equipment.

Response Maintenance Schedule

<u>KNOCKDOWNS</u>	<u>TYPE OF REPAIR PERMITTED</u>
Support - Mast arm	Emergency or Final
Support - Strain pole	Emergency or Final
Span wire/tether wire	Final Only
Pedestal	Emergency or Final
Cabinet	Emergency or Final
Signal heads	Final Only
 <u>EQUIPMENT FAILURE</u>	
Lamp burnout (veh. & ped.)	Final Only
Local controller	Emergency or Final
Master controller	Emergency or Final
Detector sensor	
- Loop	Emergency or Final
- Magnetometer	Emergency or Final
- Sonic	Emergency or Final
- Magnetic	Emergency or Final
- Pushbutton	Emergency or Final
Detector amplifier	Emergency or Final
Conflict monitor	Final Only
Flasher	Final Only
Time clock	Emergency or Final
Load switch/relay	Final Only
Coordination unit	Emergency or Final
Communication interface, mode	Emergency or Final
Signal cable	Final Only
Traffic Signal Communications	Final Only
Traffic Signal Systems	Final Only

**Exhibit "B":
Recordkeeping**County: CambriaEngineering District: 9-0Department Tracking #: 9-3-99

Initial Submission Date: _____

Recordkeeping

Accurate and up-to-date recordkeeping is an essential component of a good traffic signal maintenance program. In recognition of this fact, the APPLICANT must prepare, retain, and make available to the COMMONWEALTH, on request, a record of all preventive and response maintenance activities performed on the traffic signal equipment covered by this application.

The APPLICANT shall establish a separate file for each installation and keep its records in the municipal building, signal maintenance shop, or other weather-protected enclosure.

At a minimum, the following records will be kept by the APPLICANT or its contractor for each traffic signal. These forms can be found in Section 10.0, Maintenance Record Forms, PA DOT Publication 191, current version.

FORM 1 - Master Intersection Record

This form, which lists all maintenance functions performed at the intersection, should be updated within one day of the activity but no more than one week later.

FORM 2 - Response Maintenance Record

Each time response maintenance is required at the intersection, this form is to be completed. Once the pertinent information is transferred to the master intersection record, this form is to be placed in the intersection file.

FORM 3 - Preventive Maintenance Record

This form will be used to provide a record of the preventive maintenance activities performed at each intersection. The date, the activities performed, and the signature of the person in charge of the work must be recorded in the form.

This form may be kept at the intersection, if it is adequately protected from the weather. Form 1 must be updated at the central file, however, to reflect the date and activity.

**Exhibit "C":
Signal Maintenance Organization**

County :Cambria

Engineering District :9-0

Department Tracking # :9-3-99

Initial Submission Date :

Personnel Classifications

In order to properly maintain the traffic signal equipment covered by this applicant, the APPLICANT agrees to provide, as minimum, the following staff throughout the useful life of equipment. The APPLICANT agrees to abide by all guidance provided in PA DOT Publication 191.

Traffic Engineer - The administrative position which has prime responsibility for the proper operation of traffic signal equipment. The principal function of this position is the supervision and control of subordinate personnel and the planning of their activities to ensure adequate preventive and response maintenance programs.

Minimum Position Requirements

1. A thorough understanding of traffic signal design, installation and maintenance.
2. A working knowledge of the interaction between the following traffic characteristics: Intersection geometry, traffic flow theory, control type (fixed time, actuated, etc.), signal phasing and timing, and interconnection.
3. An ability to supervise subordinate personnel effectively in the assignment of their work.
4. Possession of a college degree in engineering, which includes course work in traffic engineering.
5. Either four years experience in the field of traffic engineering or its equivalent in graduate college work.

Signal Specialist - The individual responsible for the diagnostics and repair of all traffic signal equipment including solid state equipment.

Minimum Position Requirements

1. Extensive training and troubleshooting skills in electronics and software.
2. Ability to repair modules in the shop and to design test equipment needed to diagnose and repair a problem.
3. Ability to make design and modifications to implement or omit special functions.
4. Ability to implement a recordkeeping system to include maintenance activities, inventory control and identification of recurring problems.
5. Ability to perform all tasks required of a signal technician.

Signal Technician - Individual responsible for the operation and maintenance of traffic signals and electromechanical equipment.

Minimum Position Requirements

1. Ability to perform response maintenance on solid state equipment up to the device exchange level.
2. Capability to diagnose a vehicle loop failure and initiate corrective action.
3. Ability to tune detector amplifiers.
4. Ability to follow wiring schematics, check and set timings from plan sheet and check all field connections.
5. Ability to perform preventive maintenance on all equipment and to maintain accurate records of all work perform.

Training

The APPLICANT agrees to secure training in order to upgrade the ability of its present staff to properly perform the required maintenance functions. The APPLICANT agrees to abide by all guidance provided in PA DOT Publication 191.

Budget Requirements

The APPLICANT agrees to provide, in its annual operating budget, dedicated funds which are sufficient to cover the cost of the personnel, training, contractors (if utilized) and specialized maintenance equipment which are required, by virtue of this application. The APPLICANT agrees to abide by all guidance provided in PA DOT Publication 191..

CITY OF JOHNSTOWN, PENNSYLVANIA
RESOLUTION NO. 10257

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOHNSTOWN, PENNSYLVANIA, APPROVING JEFFREY CONSTANTINO'S REQUEST TO PURCHASE FIVE YEARS OF MILITARY SERVICE COMPLETED PRIOR TO EMPLOYMENT WITH THE CITY OF JOHNSTOWN TO INCREASE HIS LENGTH OF SERVICE TO THE CITY FOR FIRE PENSION CALCULATIONS.

WHEREAS, Ordinance 4441 of the Administrative Code of the City of Johnstown, passed finally on October 28, 1987, requires City Council's approval of a Firefighter request for credit of up to five years of military service, where the member is making contributions to the Fire Pension Fund and served in the Armed Forces of the United States after September 1, 1940, and who was not a member of the Fire Pension Fund prior to such military service, upon payment to the Pension Fund of an amount equal to that which he or she would have paid had he or she been a member during the period for which he or she desires credit, and upon his or her payment to the Pension Fund of an additional amount as the equivalent of the contribution of the employer, plus any interest the employer would have been required to pay on the contributions on account of such military service; and

WHEREAS, the purchase of prior military service is further authorized by the Pennsylvania Municipal Retirement Law, as amended, 53 P.S. § 881.305; and

WHEREAS, the current collective bargaining agreement between the City of Johnstown and the International Association of Fire Fighters further authorizes the purchase of up to a maximum of five years of military service to extend the length of service to the City of Johnstown for purposes of measuring pension benefits, pending payments of necessary pension contributions; and

WHEREAS, Jeffrey Constantino has satisfactorily provided documentation in support of his request to purchase five years of military service performed prior to his employment with the City of Johnstown in 2006, and the Pension Board has approved his request; and

WHEREAS, Jeffrey Constantino shall make total contributions to the Pension Fund in the amount of \$13,054.41; and

WHEREAS, the City of Johnstown's Administrative Code nonetheless requires City Council's approval of Jeffrey Constantino's request for credit of five years of military service.

NOW, THEREFORE, BE IT RESOLVED, that the City Council hereby authorizes and approves Jeffrey Constantino's request for credit of five years of military service to increase his length of service to the City for fire pension calculations.


ADOPTED:

February 12, 2020

By the following vote:

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

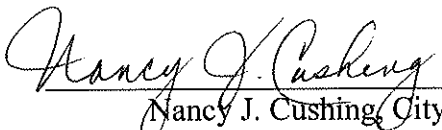
Nays: None (0)



Frank J. Janakovic, Mayor
Marie Mock, Deputy Mayor

ATTEST:

I do hereby certify that the foregoing is a true and correct copy of Resolution No. **10257** as the same adopted by the City Council of the City of Johnstown, Pennsylvania.



Nancy J. Cushing, City Clerk

CITY OF JOHNSTOWN, PENNSYLVANIA

RESOLUTION NO. 10258

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOHNSTOWN, PENNSYLVANIA, AUTHORIZING AND DIRECTING THE INTERIM CITY MANAGER TO EXECUTE A RENEWED LEASE AGREEMENT BETWEEN ESCAPE ROOMS JOHNSTOWN, LLC AND THE CITY OF JOHNSTOWN FOR A ONE YEAR TERM.

WHEREAS, the City of Johnstown, Owns the premises located beneath the Main Street East Parking Garage at 130 Clinton Street, Johnstown, PA 15901; and

WHEREAS, the City of Johnstown entered into an agreement leasing the premises to Escape Rooms Johnstown, LLC on October 10, 2017 for the term of (1) one year with an option to renew; and

WHEREAS, Escape Rooms Johnstown, LLC has notified the City of Johnstown of its desire to additionally renew its lease for another term of one year; and

WHEREAS, The City of Johnstown desires to enter into the attached, updated lease agreement reflecting the renewal by Escape Rooms Johnstown, LLC for a term of one year commencing March 1, 2020 and ending on February 28, 2021;

NOW, THEREFORE, BE IT RESOLVED, that the Interim City Manager hereby be authorized and directed to execute the attached, renewed lease agreement with Escape Rooms Johnstown, LLC for an additional (1) one year term

ADOPTED: February 12, 2020

By the following vote:

Yeas: Mrs. Mock, Mr. Vitovich, Mr. Arnone, Mr. Britt, Mr. Capriotti, Mayor Janakovic,

Rev. King. (7)

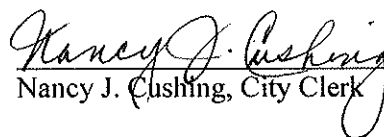
Nays: None (0)



Frank J. Janakovic, Mayor
Marie Mock, Deputy Mayor

ATTEST:

I do hereby certify the forgoing is true and correct copy of Resolution No. ~~10258~~ as the same adopted by City Council of the City of Johnstown, Pennsylvania.



Nancy J. Cushing, City Clerk

Lease Agreement

This Lease Agreement is made and entered into this ____ day of _____ 20__, by and between the **City of Johnstown**, with offices at 401 _____ Main Street, Johnstown, Pennsylvania, (hereinafter referred to as "City") and **David Wilhelm and Dan Shaffer t/d/b/a Escape Rooms Johnstown, LLC**, having an address of 137 Clinton Street, Johnstown, Pennsylvania (hereinafter called "Tenant").

WHEREAS, the City is the legal owner of storefront property located beneath the Main Street East Parking Garage, located at 130 Clinton Street in Johnstown, Pennsylvania; and

WHEREAS, the Tenant desires to rent the Property and operate a destination-based business by providing its customers with a team-solving physical adventure game; and

WHEREAS, the City wishes to enter into an Agreement with Tenant for the lease of the Property.

NOW THEREFORE, with the intent to be legally bound, the parties mutually agree as follows:

1. Basic Agreement Provision

The terms set forth below shall have the corresponding meanings as set forth below:

1.1 Premises - The storefront property located beneath the Main Street East Parking Garage at 130 Clinton Street in Johnstown, Pennsylvania.

1.2 Term - The initial term of this lease shall be for a period of one (1) year commencing on March 1, 2020 and ending on February 28, 2021.

1.3 Rent - Tenant shall pay the City an annual rental of seven thousand eight hundred (\$7,800.00) dollars, payable in equal monthly installments of six hundred fifty (\$650.00) dollars per month, payable in advance on the fifteenth (15th) day of each month throughout the term of this Agreement. •

1.4 Addresses

- | | |
|----------------------------------|---|
| (a) Escape Rooms Johnstown, LLC: | 137 Clinton Street
Johnstown, Pennsylvania |
| (b) Address for Premises: | 130 Clinton Street
Johnstown, Pennsylvania 15901 |
| (c) City's Address: | 401 Main Street
Johnstown, PA 15901 |

2. Premises

- (a) Premises. The City hereby leases to the Tenant and the Tenant hereby leases from the City, subject to the terms and - conditions of this Agreement, the Premises together with all fixtures. The City guarantees that Tenant will be provided habitable property.
- (b) Access. Tenant agrees to permit the City or its duly authorized agents to enter the Premises at all reasonable hours with reasonable prior notice except in the case of emergency for the purposes of concluding inspections which the City shall deem necessary for the safety, preservation or improvement of the Premises. After notice of intent to terminate this Agreement or at any time within three months prior to the expiration of this Agreement, the City shall place a "For Rent" sign on the Premises, but shall not interfere with the Tenant's use or occupancy of the Premises

3. Use of Premises

- (a) Tenant covenants to observe and fulfill all legal provisions and requirements of all statutes, ordinances, rules and regulations whether federal, state, or municipal, relating to the business conducted by or in the Premises, including all licenses and permits necessary for conducting Tenant's Business In, the Premises, and to save the City harmless from penalties, fines, costs, expenses, or damages resulting from Tenant's failure so to do.

4. Term of Agreement

- (a) Initial Term. The initial term of this Agreement shall be for a period of one (1) Year commencing on March 1, 2020 and ending on February 28, 2021.
- (b) Renewal Option. The parties agree that the Tenant shall have the opportunity to renegotiate or renew this Agreement, provided that no default has occurred, and Tenant provides the City with written notice of its intent to exercise this option on or before October 31, 2020.

5. Construction Term

- (a) Construction/Alterations by Tenant. The City agrees to allow Tenant to access the Premises and, following approval by the City Manager, to begin any necessary or desired construction, repairs, and alterations to be performed by the Tenant following the date of execution of this Agreement and prior to the commencement of the initial term on October 1, 2016, provided that Tenant has obtained all local, state, federal and any other jurisdiction's permits required for any work done on the Premises and maintain workmen's compensation insurance and general liability insurance during all times any construction is in progress. Tenant shall provide the City

Manager with proof that necessary insurance has been obtained.

- i. Tenant agrees to indemnify the City against any mechanic's lien, other lien, or claims arising out of the making of any alteration, repair, addition or improvement to the Premises by Tenant.
- ii. Tenant shall provide the City Manager with weekly written updates regarding the progression of construction.

6. Rent Payments

- (a) Commencing on March 1, 2020 and continuing throughout the term of this Agreement, Tenant shall pay the City an annual rental of seven thousand eight hundred (\$7,800.00) dollars, payable in equal monthly installments of six hundred fifty (\$650.00) dollars per month, payable in advance on the fifteenth (15th) day of each month, beginning on March 15, 2020.
- (b) Rent payments must be delivered to the Director of Finance, Room 104, City Hall, 401 Main Street, Johnstown, PA 15901, no later than the close of business on the 15th of each month.

7. Utilities

- (a) Tenant shall be responsible for all utilities currently connected to the Premises and those to be connected in the future. The City shall in no way be liable for loss or interruption of utility service upon the Premises.

8. Insurance

- (a) Tenant agrees that it shall, at its sole cost and expense, keep the following coverages in place during the term of the Agreement:
 - i. Comprehensive General Liability Insurance in the amount of \$1,000,000 per occurrence and not less than \$2,000,000 in aggregate;
 - ii. Casualty insurance, to include extended coverage for vandalism, and malicious mischief.
 - iii. Fire insurance with extended coverage in companies acceptable to the City, equal to the replacement costs of any of Tenant's improvements on the Premises.
 - iv. Commercial general liability insurance insuring the Premises;

- v. Umbrella Insurance not less than \$2,000,000 for any occurrence and \$2,000,000 in the aggregate.
- vi. Such other insurances the City reasonably determines from time to time.

(b) The Tenant shall list the City of Johnstown as an additional insured on each policy and provide written proof of coverage to the City by April 1, 2020.

9. Repairs and Maintenance

- (a) The City shall not be required to make any improvements, replacements, or repairs of any kind or character to the Premises during the term of the Agreement, except as required to maintain the Premises in a habitable condition (heat, AC, sprinkler system, electrical panel) or as otherwise expressly provided in Section 5 above. The City's action in making improvement, replacement or repair, shall not negate this provision, Section 7 addressing utilities or any other provision contained herein.
- (b) The Tenant shall keep the Premises in neat, clean, and good order, and shall surrender the Premises at the expiration or earlier termination of this Agreement in as good condition as when received, excepting only deterioration caused by ordinary wear and tear and damage by fire or other casualty of the kind insured against in standard policies of fire insurance with extended coverage.
- (c) Except as otherwise expressly provided in Sections 5 and 9, Tenant shall make all repairs, alterations, replacements, and modifications to the Premises at Tenant's own expense and using materials and labor of a kind and quality equal to the original work.
- (d) The Tenant shall obtain from local, state, federal and any other jurisdiction all permits required for any work done on the premises.
- (e) Prior to making any structural improvements to the Premises, Tenant shall first secure the prior written consent of the City Manager.

10. Alterations

- (a) Tenant covenants and agrees not to make any alterations, improvements, and additions to the Premises or any part thereof except with the prior written consent of the City Manager and in accordance with all applicable laws and at Tenant's sole cost, including, where applicable, the maintenance or workmen's compensation insurance and general liability insurance during all times any alteration is in progress.

- (b) Tenant further agrees to indemnify the City against any mechanic's lien, other lien, or claims arising out of the making of any alteration, repair, addition or improvement to the Premises by Tenant.

11. Trade Fixtures

- (a) The City shall retain ownership of all trade fixtures, subject to the terms of this Agreement, and allow for the use by the Tenant.
- (b) All trade fixtures installed by the Tenant in the Premises that can be removed without causing irreparable damage to the Premises shall remain Tenant's property and shall be removable at the expiration or earlier termination of this Agreement or any renewal or extension thereof, provided Tenant is not in default under any covenant or condition contained herein. Upon removal at the expiration of this Agreement, Tenant shall promptly repair any damage created by such removal to restore the Premises to their original order and condition. Any such trade fixture not removed at or prior to such termination shall become the property of the City.
- (c) All fixtures and equipment permanently attached to or built into the Premises such as lighting fixtures, heating and air conditioning equipment, whether or not installed by the Tenant, shall not be removable at the expiration or earlier termination of this Agreement, or at the expiration of any renewal or extension thereof, and shall become the property of the City unless removed by the Tenant as provided by this Agreement.

12. Signs

- (a) Tenant shall not install or affix any sign, device, or fixture on or to the exterior of the Premises to promote Tenant's business without first obtaining the City's written consent and complying in all respects with applicable ordinances and regulations. The City shall have the right to remove any unapproved sign and restore the Premises to their condition prior to such installation, with Tenant responsible for the costs of removal and restoration as additional rent payable the subsequent month following such removal.

13. Assignment

Tenant shall not assign, mortgage, pledge or encumber this Agreement, in whole or in part, to any other party without first obtaining the approval of the Johnstown City Council, which shall not be unreasonably withheld. All rights, obligations, and liabilities imposed upon the parties shall extend to and bind their respective heirs, executors, administrators, successors, sublessees, licensees, concessionaires, and assigns, subject to the provisions of this Agreement.

14. Compliance with Laws

The Tenant, at its sole cost and expense, shall comply with all applicable federal, state, county and municipal laws and regulations now or hereafter in force in connection with Tenant's use and occupancy of the Premises.

15. Fire of Other Casualty

Except as herein provided, the City shall have no obligation to repair or rebuild in case of fire or other casualty. If the Premises shall be damaged by fire or other casualty of the kind insured against in standard policies of fire insurance with extended coverage, but are not thereby rendered untenable in whole or in part, the City shall promptly at its own expense, cause such damage to be repaired, and the rent shall not be abated.

If, by reason of such occurrence, the Premises shall be rendered untenable only in part, the City may at its own expense cause the damage to be repaired, and the minimum rent, meanwhile, shall be abated proportionately as to the portion of the Premises rendered untenable.

16. Indemnification

(a) Except and to the extent of any injury to persons or damages to property that is proximately caused by or results from the negligent act or omissions of the City, its employees, or agents. Tenant covenants and agrees to indemnify and hold the City, its employees and agents harmless from and against any and all demands, claims, causes of action, fines, penalties, damages, liabilities, judgments and expenses incurred in connection or arising from:

- i. The use and occupancy of the Premises by the Tenant or any person claiming under Tenant.
- ii. Any act or omission, either wholly or in part, by the Tenant, its agents, subtenants, licensees, concessionaires, contractors, customers, or employees.
- iii. Any activity or work or thing done or permitted by Tenant on or about the Premises.
- iv. Any breach by Tenant or its employees, agents, contractors or invitees of this Agreement.
- v. Any injury or damage to person, property or business of Tenant, its employees, agents, contractors or invitees upon entering the Premises under the express or implied invitation of Tenant.

- vi. Any violation by Tenant of any federal, state, county and municipal laws, and regulations now or hereafter in force.
- (b) If any action or proceeding is brought against the City by reason of any of the foregoing (i) through (vi), the Tenant, upon written notice from the City, shall defend the same at Tenant's expense and pay all costs, expenses and reasonable attorneys' fees incurred or paid by the City in connection with such litigation; provided, however, that Landlord promptly give notice to Tenant and provide information as Tenant may reasonably request to defend such claim, demand, or suit.
- (c) Tenant shall pay all costs, expenses, and reasonable attorneys' fees that may be incurred or paid by the City in enforcing the covenants and conditions of this Agreement, whether incurred as a result of litigation or otherwise.

17. Waiver of Claims

- (a) The City or its duly authorized agents, employees, and contractors shall not be liable, and the Tenant hereby releases the City, from all claims for damage to person or property sustained by the Tenant or any person claiming through the Tenant resulting from fire, accident, occurrence, or condition in or upon the Premises, Tenant's property or contents therein, or any of Tenant's property used in connection, including but not limited to, claims for damage resulting from (1) any failure of plumbing, heating, or air conditioning equipment, electric wiring or installation thereof, water pipes, stairs, railings, or walks, due to Tenant's failure to maintain the same; (2) any equipment or appurtenances becoming out of repair; (3) the bursting, leaking, or running of any tank, washstand, water closet, waste pipe, drain, or any other pipe or tank in, upon or about such building or premise; (4) the backing-up of any sewer pipe or downspout; (5) The escape of steam or hot water; (6) water, snow, or ice being upon or coming through the roof or any other place upon or near such building or premises or otherwise; (7) the falling of any fixture, plaster, or stucco; and (8) broken glass.
- (b) In the event the Premises or its contents are damaged or destroyed by fire or other casualty, the rights, if any, of the City and Tenant against each other with respect to such damage or destruction are waived. All policies of fire and extended coverage or other insurance covering the Premises or its contents shall contain a clause or endorsement providing in substance that the insurance shall not be prejudiced if the assureds have waived their right of recovery from any person or persons prior to the date and time of loss or damage, if any.

18. Surrender and Holding Over

- (a) Tenant covenants and agrees to peaceably surrender to the City the Premises in a broom-clean condition and in good repair upon expiration or termination of this Agreement. In the event that the Tenant shall fail to surrender the Premises upon demand, the City shall have the right to receive as liquidated damages, for all the time the Tenant retains possession of the Premises or any part thereof, an amount equal to twice the minimum rent specified in this Agreement.
- (b) If the Tenant remains in possession of the Premises with the City's consent but without a new Agreement reduced to writing and duly executed, Tenant shall be deemed to be occupying the Premises as Tenant from month to month, but otherwise subject to all the covenants and conditions of this Agreement. In such event, the City shall have the right, on ninety (90) days prior written notice to Tenant, to increase the rent by an amount which will compensate the City for increased costs for services to be provided.

19. Tenant's Performance of Covenants

- (a) Tenant shall perform all of the covenants and conditions on its part to be performed, and it shall immediately, upon receipt of written notice, where notice of nonperformance is required by this Agreement, comply with the requirements of such notice.
- (b) If the Tenant shall violate any covenant or condition herein, whether or not notice is required, the City may at its option do or cause to be done any and all of the things required by this Agreement, and in so doing the City shall have the right to cause its agents, employees, and contractors to enter upon the Premises and in such event shall have no liability to the Tenant for any loss or damage resulting in any way from such action. The Tenant shall pay within thirty (30) days of demand all moneys paid or expenses incurred by the City in taking such actions, including counsel fees, any such sum to be collectible from the Tenant as additional rent hereunder.

20. Default

The occurrence of any of the following shall, in addition to all other events of default provided herein, constitute a default by Tenant:

- (a) The filing of a petition by or against the Tenant or its surety for adjudication as a bankrupt or insolvent, or for its reorganization or for the appointment of a receiver or trustee of the Tenant or the Tenant's property; or an assignment by the Tenant for the benefit of creditors; or the taking possession of the property of the Tenant by any governmental officer or agency pursuant to statutory authority for the dissolution or liquidation of the Tenant; or if a temporary or permanent receiver or trustee shall be appointed for the Tenant or