

AGENDA  
CITY COUNCIL MEETING  
January 25, 2022 7:00 P.M.

Pledge of Allegiance  
Invocation: Moment of Silence

Roll Call – Council, Elected Officials/SSD

1. Approve minutes:
  - a. January 11, 2022 – Regular Meeting
2. Approve agenda
3. Citizens desiring to address Council
  - a. Speaker forms available at end of Council table. If you would like to address Council, please fill out the form and submit to Council President prior to meeting.
  - b. Please stand and move to the microphone if available.
  - c. Give name and address.
  - d. Be specific on suggestions to Council or requests of Council.
  - e. Please limit your remarks to no more than five minutes.
  - f. Address your remarks to the whole Council through the President of Council.
  - g. Refrain from getting into a conversation with a member of the audience or an individual Council member during your presentation.
  - h. Following your presentation, the Council President will recognize individual Council members to ask you questions.

4. Legislation

- |   |                           |
|---|---------------------------|
| a. Ordinance No. 2022-5<br>FAA Agreement                  | (1 <sup>st</sup> Reading) |
| b. Ordinance No. 2022-6<br>ARPA – AVITA Health Foundation | (1 <sup>st</sup> Reading) |
| c. Ordinance No. 2022-7<br>New Fund 242                   | (1 <sup>st</sup> Reading) |
| d. Ordinance No. 2022-8<br>Amending 2022 Appropriations   | (1 <sup>st</sup> Reading) |
| e. Ordinance No. 2022-9<br>Authorize Bid – Park Square    | (1 <sup>st</sup> Reading) |
| f. Ordinance No. 2022-10<br>AFG Grant - Fire              | (1 <sup>st</sup> Reading) |

\*needs voted onto the agenda

5. Other Business

- a. Liquor Permit – Styx Acquisition LLC (Buehler’s Fresh Foods)

6. Elected Official Reports (if desired)
  - a. Auditor – Brian Saterfield
  - b. Treasurer – Rodney Sparks
  - c. Director of Law – Thomas Palmer
7. Mayor’s Report
8. President of Council Comments
9. Adjournment

4a

**ORDINANCE NO. 2022-5**

**ENTITLED AN ORDINANCE AUTHORIZING THE SAFETY-SERVICE DIRECTOR TO ENTER IN AN ON-AIRPORT MEMORANDUM OF AGREEMENT (MOA) BETWEEN THE CITY OF GALION AND THE UNITED STATES OF AMERICA, DEPARTMENT OF TRANSPORTATION, FEDERAL AVIATION ADMINISTRATION FOR INTEREST IN REAL PROPERTY FOR THE DIRECT BENEFIT OR USE BY THE FAA.**

WHEREAS, heretofore on August 27, 2002, the City of Galion did execute a land lease with the Federal Aviation Administration relating to the installation and maintenance of certain facilities and ancillary equipment at the Galion Municipal Airport for the term October 1, 2002 through September 30, 2022; and

WHEREAS, the Federal Aviation Administration has submitted an On-Airport Memorandum of Agreement (MOA) that succeeds the previous contract and all other previous agreements between the parties for the Galion Airport property described in the attached document;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GALION, STATE OF OHIO:

Section 1: That Safety-Service Director be, and is hereby, authorized to enter into the On-Airport Memorandum of Agreement (MOA), as attached and incorporated herein, providing for the construction, operation, and maintenance of FAA owned navigation, communication and weather aids for the support of Air Traffic Operations.

Section 3: The term of this agreement will commence on October 1, 2022 and continue to September 30, 2042, inclusive.

Section 3: That this Ordinance shall be published in accordance with Ohio Revised Code Sections 731.21 and 731.22.

Section 4: This Ordinance shall be in full force and effect on the earliest date permitted by law.

\_\_\_\_\_  
CARL W. WATT  
PRESIDENT OF COUNCIL

ATTEST:

\_\_\_\_\_  
JULIE L. BELL  
CLERK OF COUNCIL

APPROVED AS TO FORM:

\_\_\_\_\_  
THOMAS N. PALMER  
DIRECTOR OF LAW

PRESENTED TO MAYOR ON: \_\_\_\_\_

APPROVED: \_\_\_\_\_  
THOMAS M. O'LEARY, MAYOR (Date)

ADOPTED ON FIRST READING: \_\_\_\_\_  
DATE

ADOPTED ON SECOND READING: \_\_\_\_\_  
DATE

ADOPTED ON THIRD READING: \_\_\_\_\_  
DATE

VOTE ON FINAL READING	<u>YEA</u>	<u>NAY</u>
MS. AULT	_____	_____
MR. BODKINS	_____	_____
MS. DURBIN	_____	_____
DR. FELLNER	_____	_____
MR. IVY	_____	_____
MR. RICHART	_____	_____
MS. ZEGER	_____	_____

**ON-AIRPORT MEMORANDUM OF AGREEMENT (MOA)**

**Between**

**THE UNITED STATES OF AMERICA  
DEPARTMENT OF TRANSPORTATION  
FEDERAL AVIATION ADMINISTRATION**

**And**

**CITY OF GALION, OHIO**

**FAA CONTRACT NO: 697DCM-21-L-00143**

**ATID/FACILITY TYPE: (GQQ)/MOA**

**LOCATION: Galion, OH**

1. **Preamble (09/2021) 6.1.1** This Memorandum of Agreement for real property is hereby entered into by and between City of Galion, Ohio, hereinafter referred to as the Airport and the United States of America, acting by and through the Federal Aviation Administration, hereinafter referred to as the FAA.

2. **Definitions (09/2021) 6.1.1-1** For purposes of this document, the following definitions apply;

Contract- refers to this legal instrument used to acquire an interest in real property for the direct benefit or use by the FAA. As used herein, contract denotes the document (for example- lease, easement, memorandum of agreement, or other legally binding agreement) used to implement an agreement between a customer (buyer) and a seller (supplier).

Contractor- refers to the party(ies) receiving a direct procurement contract from the FAA and who is(are) responsible for performance of contract requirements. For purposes of this document, the contractor may also be called the Lessor, Permitter, Licensor, Grantor, Airport, or Offeror depending on the type of contract or the provision within the contract.

Government- refers to the United States of America acting by and through the Federal Aviation Administration (FAA). For purposes of this document, Government and FAA are interchangeable.

Real Estate Contracting Officer (RECO) - is a trained and warranted official who contracts for real property on behalf of the FAA. For purposes of this agreement, RECO is interchangeable with Contracting Officer (CO).

3. **Succeeding Contract (09/2021) 6.1.2** This contract succeeds DTFA14-02-L-R3522 and all other previous agreements between the parties for the property described in this document.

4. **Witnesseth (MOA) (09/2021) 6.1.3-1** Whereas, the parties listed above have entered into an Airport Improvement Grant Agreement; and

Whereas, the parties listed above have entered into an agreement providing for the construction, operation, and maintenance of FAA owned navigation, communication and weather aids for the support of Air Traffic Operations; and

Whereas, both parties agree the establishment, operation, and maintenance of systems for air traffic control, navigation, communication, and weather reporting is in the primary interest of safety and

direct support of the ongoing operation of the Galion Municipal Airport; and

Whereas, the parties consider it desirable to work in cooperation with each other in the technical installation and operation of air navigational aids.

Now, therefore, the parties mutually agree as follows:

5. **Purpose (09/2021) 6.1.5** It is understood and agreed that the use of the herein described premises shall be related to FAA's activities in support of the National Airspace System (NAS).
6. **Legal Authority (09/2021) 6.2.1** This contract is entered into under the authority of 49 U.S.C. 106(l)(6) and (n), which authorizes the Administrator of the FAA to enter into contracts, acquisitions of interests in real property, agreements, and other transactions on such terms and conditions as the Administrator determines necessary.
7. **On-Airport Land/MOA Term (09/2021) 6.2.3-1** To have and to hold, for the term commencing on October 1, 2022 and continuing to September 30, 2042 inclusive.
8. **Consideration (No Cost) (09/2021) 6.2.4-4** The Government shall pay the contractor no monetary consideration. It is mutually agreed that the rights extended to the Government herein are in consideration of the obligations assumed by the Government in its establishment, operation and maintenance of facilities upon the premises.
9. **Termination (09/2021) 6.2.5** The Government may terminate this contract at any time, in whole or in part, if the Real Estate Contracting Officer (RECO) determines that a termination is in the best interest of the Government. The RECO shall terminate this contract by delivering a written notice specifying the effective date of the termination. The termination notice shall be delivered at least 30 days before the effective termination date. No costs shall accrue as of the effective date of termination.
10. **Binding Effect (09/2021) 6.2.6** The provisions of this contract and the conditions herein shall be binding upon, and for the benefit of, the parties and their successors and assigns. In the event of any sale or transfer of ownership of the property or any portion thereof, the Government will be deemed to have attorned to any purchaser, successor, assign, or transferee. The succeeding owner will be deemed to have assumed all rights and obligations of the contractor under this contract establishing direct privity of estate and contract between the Government and said succeeding owner, with the same force, effect, and relative priority in time and right as if the contract had initially been entered into between such succeeding owner and the Government.
11. **FAA Facilities for MOA (09/2021) 6.2.7** The Airport will allow the FAA to construct, operate, and maintain FAA owned navigation, communication and weather aid facilities in areas on the Airport that have been mutually determined and agreed upon. The FAA facilities covered by this agreement are identified on the most current approved Airport Layout Plan (ALP) and/or other pertinent drawings that are made part of this Agreement by reference and shown on the attached FAA "List of Facilities."

A. Together with a right-of-way for ingress to and egress from the premises; a right-of-way for establishing and maintaining pole lines or underground lines for extending electrical power and/or

telecommunications lines to the premises; including a right-of-way for subsurface power, communication and/or water lines to the premises; all rights-of-way to be over the area referred to as Galion Municipal Airport, to be routed reasonably determined to be the most convenient to the FAA and as not to interfere with Airport operations. The Airport shall have the right to review and comment on plans covering access and utility rights-of-way under this paragraph.

B. This contract includes the right to grading, conditioning, and installing drainage facilities, seeding the soil of the premises, and removing all obstructions from the premises that may constitute a hindrance to the establishment and maintenance of navigational aid systems. The Airport shall have the right to review and comment on plans covering work permitted under this paragraph.

C. The Government shall have the rights to make alterations, attach fixtures, and erect additions, structures or signs, in direct support of the Airport. The Airport shall have the right to review and comment on plans covering work permitted under this paragraph.

D. The Government shall also have the right to park, without cost, all official and privately owned vehicles used for the maintenance and operation of the air navigational facilities. Parking shall be provided adjacent to the navigational aid facility or as near as possible without interfering with the operation of the Airport.

12. **RE Clauses Incorporated by Reference (09/2021) 6.3.0** This solicitation or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the RECO will make the full text available, or the full text may be obtained via internet at [https://fast.faa.gov/RPF\\_Real\\_Property\\_Clauses.cfm](https://fast.faa.gov/RPF_Real_Property_Clauses.cfm).
- A. **Officials Not To Benefit (09/2021) 6.3.0-2**
  - B. **Contingent Fees (09/2021) 6.3.0-5**
  - C. **Anti-Kickback Procedures (09/2021) 6.3.0-6**
13. **Title to Improvements (09/2021) 6.3.5** Title to the improvements constructed for use by the Government during the life of this Agreement shall be in the name of the Government.
14. **Funding Responsibility for FAA Facilities (09/2021) 6.3.6** The Contractor agrees that all Contractor requested relocation(s), replacement(s), or modification(s) of any existing or future FAA navigational aid or communication system(s) necessitated by Contractor improvements or changes will be at the expense of the Contractor. In the event that the Contractor requested changes or improvements interferes with the technical and/or operational characteristics of the FAA's facility, the Contractor will immediately correct the interference issues at the Contractor's expense. Any FAA requested relocation, replacement, or modifications shall be at the FAA's expense. In the event such relocations, replacements, or modifications are necessary due to causes not attributable to either the Contractor or the FAA, funding responsibility shall be determined by mutual agreement between the parties, and memorialized in a Supplemental Agreement.
15. **No Waiver (09/2021) 6.3.17** No failure by the Government to insist upon strict performance of any provision of this Contract or failure to exercise any right, or remedy consequent to a breach thereof, will constitute a waiver of any such breach in the future.



16. **Non-Restoration (09/2021) 6.3.18** It is hereby agreed between the parties that, upon termination of its occupancy, including any holdover period, the Government shall have no obligation to restore and/or rehabilitate, either wholly or partially, the property that is the subject of this contract. It is further agreed that the Government may abandon in place any or all of the structures and equipment installed in or located upon said property by the Government during its tenure. Such abandoned equipment shall become the property of the contractor.
17. **Quiet Enjoyment (09/2021) 6.3.25** The Contractor warrants that they have good and valid title to the premises, and rights of ingress and egress, and warrants and covenants to defend the Government's use and enjoyment of said premises against third party claims.
18. **Damage by Fire or Other Casualty or Environmental Hazards (09/2021) 6.3.26-1** If the premises is partially or totally destroyed or damaged by fire or other casualty or if environmentally hazardous conditions are found to exist so that the premises is untenable as determined by the Government, the Government may agree to allow restoration/reconstruction, or may elect to terminate the contract, in whole or in part, immediately by giving written notice to the contractor.
19. **Interference with FAA Operations (09/2021) 6.3.28-2** The Airport agrees not to erect or allow to be erected any structure or obstruction of any kind or to allow any natural growth that the Government determines would interfere with the proper operations of Government facilities. The Airport agrees to keep areas around the Government's navigational aids mowed at all times to a height so that weeds and vegetation will not be an obstruction to such operation or maintenance of these facilities.
20. **Hold Harmless (09/2021) 6.3.30** In accordance with and subject to the conditions, limitations and exceptions set forth in the Federal Tort Claims Act, 28 U.S.C. Ch. 17, the Government will be liable to persons damaged by any personal injury, death or injury to or loss of property, which is caused by a negligent or wrongful act or omission of an employee of the Government while acting within the scope of his office or employment under circumstances where a private person would be liable in accordance with the law of the place where the act or omission occurred. The foregoing shall not be deemed to extend the Government's liability beyond that existing under the Act at the time of such act or omission or to preclude the Government from using any defense available in law or equity.
21. **Notification of Change in Ownership or Control of Land (09/2021) 6.3.34** If the Contractor sells, dies or becomes incapacitated, or otherwise conveys to another party or parties any interest in the aforesaid land, rights of way thereto, and any areas affecting the premises, the Government shall be notified in writing, of any such transfer or conveyance within 30 calendar days after completion of the change in property rights. Concurrent with the written notification, the Contractor or Contractor's heirs, representatives, assignees, or trustees shall provide the Government copies of the associated legal document(s) (acceptable to local authorities) for transferring and/or conveying the property rights.
22. **Integrated Agreement (09/2021) 6.3.36** This Contract, upon execution, contains the entire agreement of the parties, and no prior written or oral agreement, express or implied shall be admissible to contradict the provisions of this Contract.
23. **Unauthorized Negotiating (09/2021) 6.3.37** In no event shall the Contractor enter into negotiations concerning the premises with anyone other than the RECO or his/her designee.

24. **Disputes (09/2021) 6.3.39-1** Where possible, disputes will be resolved by informal discussion between the parties. In the event the parties are unable to resolve any disagreement through good faith negotiations, the dispute will be resolved by management of either party. The decision is final unless it is timely appealed to the FAA Administrator, whose decision is not subject to further administrative review and, to the extent permitted by law, is final and binding.
25. **Hazardous Substance Contamination (09/2021) 6.8.1** The FAA agrees to remediate, at its sole cost, all hazardous substance contamination on the FAA facility premises that is found to have occurred as a direct result of the installation, operation, relocation and/or maintenance of the FAA's facilities covered by this contract. The Contractor agrees to remediate at its sole cost, all other hazardous substance contamination found on the FAA facility premises. The Contractor also agrees to hold the FAA harmless for all costs, liabilities and/or claims by third parties that arise out of hazardous contamination found on the FAA facility premises that are not directly attributable to the installation, operation and/or maintenance of the facilities.
26. **Notices (09/2021) 6.10.1** All notices/correspondence must be in writing, reference the Contract number, and be addressed as follows:

TO THE CONTRACTOR:  
The City of Galion, Ohio  
301 Harding Way East  
Galion, Ohio 48833-2087

TO THE GOVERNMENT:  
Federal Aviation Administration  
Real Estate Branch, AAQ-920  
10101 Hillwood Parkway  
Fort Worth, TX 76177

27. **Signature Block (09/2021) 6.10.3** This Contract shall become binding when it is fully executed by both parties. In witness whereof, the parties hereto have subscribed their names as of the date shown below.

CITY OF GALION, OHIO

UNITED STATES OF AMERICA  
DEPARTMENT OF TRANSPORTATION  
FEDERAL AVIATION ADMINISTRATION

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Charles J. Faso  
Real Estate Contracting Officer  
Date: \_\_\_\_\_

**October 1, 2022**

**List of Facilities**

**MEMORANDUM OF AGREEMENT**

**697DCM-21-L-00143**

**GALION MUNICIPAL AIRPORT**

<u>Number</u>	<u>Facility</u>	<u>R/W (ATID) Number</u>	<u>GSA Control Number</u>	<u>Comments</u>
1	PAPI	5 (GQQ)	39405	Facility Site
2	REIL	5 (GQQ)	39397	Facility Site
3	RTR	(GQQ)	39340	Facility Site

4b

**ORDINANCE NO. 2022-6**

**ENTITLED AN ORDINANCE AUTHORIZING THE SAFETY SERVICE DIRECTOR TO PROVIDE AMERICAN RESCUE PLAN ACT (ARPA) FUNDS TO THE AVITA HEALTH FOUNDATION FOR AN IN-PATIENT DIALYSIS PROGRAM, AND DECLARING AN EMERGENCY.**

WHEREAS, the City of Galion has received American Rescue Plan Act (ARPA) funds to be used according to the established guidelines for expenses relating to the COVID-19 pandemic; and

WHEREAS, the Avita Health Foundation has requested funding to design a comprehensive in-patient Dialysis program at Avita Galion Hospital related to COVID-19; and

WHEREAS, the City of Galion desires to provide ARPA funds in the amount of Twenty-Six Thousand and 00/100 Dollars (\$26,000.00) for the project.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GALION, STATE OF OHIO:

Section 1: That the Safety Service Director be, and is hereby authorized, to direct American Rescue Plan Act funds in the amount of Twenty-Six Thousand and no/100 Dollars (\$26,000.00) to the Avita Health Foundation to be used for an in-patient Dialysis Program at the Avita Galion Hospital.

Section 2: That this Ordinance be published in accordance with the laws of the State of Ohio.

Section 3: That in order to preserve the public peace, health and safety of the City of Galion and its inhabitants, and in order to establish the program in a timely manner an emergency is hereby declared to exist and this Ordinance shall be an emergency measure and shall take effect immediately upon its passage.

\_\_\_\_\_  
CARL W. WATT  
PRESIDENT OF COUNCIL

ATTEST:

\_\_\_\_\_  
JULIE L. BELL  
CLERK OF COUNCIL

APPROVED AS TO FORM:

\_\_\_\_\_  
THOMAS N. PALMER  
DIRECTOR OF LAW

PRESENTED TO MAYOR ON: \_\_\_\_\_

APPROVED: \_\_\_\_\_  
THOMAS M. O'LEARY, MAYOR (Date)

ADOPTED ON FIRST READING: \_\_\_\_\_  
DATE

ADOPTED ON SECOND READING: \_\_\_\_\_  
DATE

ADOPTED ON THIRD READING: \_\_\_\_\_  
DATE

VOTE ON FINAL READING	<u>YEA</u>	<u>NAY</u>
MS. AULT	_____	_____
MR. BODKINS	_____	_____
MS. DURBIN	_____	_____
DR. FELLNER	_____	_____
MR. IVY	_____	_____
MR. RICHART	_____	_____
MS ZEGER	_____	_____

4c

**ORDINANCE NO. 2022-7**

**ENTITLED AN ORDINANCE  
ESTABLISHING THE HEALTH COVID-19  
VACCINATION CN22 FUND (242), AND  
DECLARING AN EMERGENCY.**

**WHEREAS**, R. C. 5705.09 (F) authorizes a taxing authority to establish certain funds for a class of revenues derived from a source other than the general property tax, which funds are to be used for a particular purpose.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GALION, STATE OF OHIO:**

Section 1: That the new Health COVID-19 Vaccination CN22 Grant Fund (242) be, and the same is hereby, established by and for the City of Galion pursuant to R. C. 5705.09 (F) to account for the receipts and expenditures of the Galion City Health Department pertaining to the COVID-19 Vaccination CN22 Grant.

Section 2: That this Ordinance shall be published in accordance with Ohio Revised Code Sections 731.21 and 731.22.

Section 3: That in order to preserve the public peace, health, safety and welfare of the City of Galion and its inhabitants, and in order to establish this new fund so that moneys being received may be appropriately accounted for without delay, this measure is determined to be an emergency Ordinance, and provided it receives the affirmative vote of more than four members elected to Council, it shall take effect and be in force immediately



upon its adoption, otherwise from and after the earliest time allowed by law, after its passage.

\_\_\_\_\_  
CARL W. WATT  
PRESIDENT OF COUNCIL

ATTEST:

\_\_\_\_\_  
JULIE L. BELL  
CLERK OF COUNCIL

APPROVED AS TO FORM:

\_\_\_\_\_  
THOMAS N. PALMER  
DIRECTOR OF LAW

PRESENTED TO MAYOR ON: \_\_\_\_\_

APPROVED: \_\_\_\_\_  
THOMAS M. O'LEARY, MAYOR (Date)

ADOPTED ON FIRST READING: \_\_\_\_\_  
DATE

ADOPTED ON SECOND READING: \_\_\_\_\_  
DATE

ADOPTED ON THIRD READING: \_\_\_\_\_  
DATE

VOTE ON FINAL READING	YEA	NAY
MS. AULT	_____	_____
MR. BODKINS	_____	_____
MS. DURBIN	_____	_____
DR. FELLNER	_____	_____
MR. IVY	_____	_____
MR. RICHART	_____	_____
MS. ZEGER	_____	_____

4d

**ORDINANCE NO. 2022-8**

**ENTITLED AN ORDINANCE AMENDING ORDINANCE NO. 2021-114 (PERMANENT 2022 APPROPRIATIONS) BY APPROPRIATING AND ADVANCING FUNDS AS WELL AS REDUCING APPROPRIATIONS IN VARIOUS FUNDS AND DECLARING AN EMERGENCY.**

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF GALION, STATE OF OHIO:

Section 1: That Ordinance No. 2021-114 (Permanent 2022 Appropriations) passed December 14, 2021 and amended by Ordinance No. 2022-3 passed on January 11, 2022, be, and the same is hereby amended as delineated in the following sections:

Section 2: That Two Thousand, Seven Hundred and 00/100 Dollars (\$2,700.00) be appropriated from unappropriated funds to 230-9002-52920 Health Department – Other Financing Uses – Department: 9002 – Transfers – Advances Out.

Section 3: Advance Two Thousand, Seven Hundred and 00/100 Dollars (\$2,700.00) from 230-9002-52920 Health Department – Other Financing Uses – Department: 9002 – Transfers – Advances Out to 242-0900-41920 Health COVID-19 Vaccination CN22 Grant – Other Financing Sources – Other Financing Sources – Other Financing Sources – Advances In. (to be paid back no later than 10/31/2023)

Section 4: That One Thousand, Two Hundred and 00/100 Dollars (\$1,200.00) be appropriated from unappropriated funds to 242-2010-52326 Health COVID-19 Vaccination CN22 Grant – Public Health – General Health – Contractual Services – Advertising.

Section 5: That One Thousand, Five Hundred and 00/100 Dollars (\$1,500.00) be appropriated from unappropriated funds to 242-2010-52410 Health COVID-19 Vaccination CN22 Grant – Public Health – General Health – Materials and Supplies – Operating Supplies.

Section 6: That appropriations in 105-7080-52940 Unclaimed Moneys – General Government – Administrative Support – Transfers – Other Financing Uses be reduced by Ten Thousand, Dollars and 00/100 (\$10,000.00).

Section 7: That Two Hundred Fifty-Three Thousand, Eight Hundred Eighty-Eight and 00/100 Dollars (\$253,888.00) be appropriated from unappropriated funds to 215-9002-52920 Safer Grant Fire – Other Financing Uses – Department: 9002 – Transfers – Advances Out.

Section 8: That Nine Thousand, and 00/100 Dollars (\$9,000.00) be appropriated from unappropriated funds to 270-9002-52920 Airport Coronavirus Response & Relief Supplemental Appropriations Act (CRRSA) – Other Financing Uses – Department: 9002 – Transfers – Advances Out.

Section 9: That Twenty-Two Thousand, and 00/100 Dollars (\$22,000.00) be appropriated from unappropriated funds to 271-9002-52920 Airport American Rescue Plan Act 2021 (ARPA) – Other Financing Uses – Department: 9002 – Transfers – Advances Out.

Section 10: That Thirty Thousand, and 00/100 Dollars (\$30,000.00) be appropriated from unappropriated funds to 272-9002-52920 Airport Coronavirus Aid, Relief, and Economic Security Act (CARES) – Other Financing Uses – Department: 9002 – Transfers – Advances Out.

Section 11: That this Ordinance shall be published in accordance with applicable Ohio Law.

Section 12: That in order to preserve the public peace, health, safety and welfare of the City of Galion and its inhabitants, and in order to make the appropriation adjustments in the Permanent 2022 appropriations without delay to meet pending obligations, this measure is determined to be an emergency Ordinance and shall take effect at the earliest time allowed by law after its passage.

\_\_\_\_\_  
CARL W. WATT  
PRESIDENT OF COUNCIL

ATTEST:

\_\_\_\_\_  
JULIE L. BELL  
CLERK OF COUNCIL

APPROVED AS TO FORM:

\_\_\_\_\_  
THOMAS N. PALMER  
DIRECTOR OF LAW

PRESENTED TO MAYOR ON: \_\_\_\_\_

APPROVED: \_\_\_\_\_  
THOMAS M. O'LEARY, MAYOR (Date)

ADOPTED ON FIRST READING: \_\_\_\_\_  
DATE

ADOPTED ON SECOND READING: \_\_\_\_\_  
DATE

ADOPTED ON THIRD READING: \_\_\_\_\_  
DATE

VOTE ON FINAL READING	<u>YEA</u>	<u>NAY</u>
MS. AULT	_____	_____
MR. BODKINS	_____	_____
MS. DURBIN	_____	_____
DR. FELLNER	_____	_____
MR. IVY	_____	_____
MR. RICHART	_____	_____
MS. ZEGER	_____	_____

4e

**ORDINANCE NO. 2022-9**

**ENTITLED AN ORDINANCE AUTHORIZING THE SAFETY-SERVICE DIRECTOR TO ADVERTISE FOR BIDS AND TO ENTER INTO A CONTRACT WITH THE LOWEST AND BEST BIDDER THEREFOR, AS PROVIDED BY LAW, FOR THE PARK SQUARE PROJECT, TO PROCEED, AUTHORIZING PAYMENT THEREFOR, AND DECLARING AN EMERGENCY.**

**NOW, THEREFORE BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GALION, STATE OF OHIO:**

Section 1: That the Safety-Service Director of the City of Galion, Ohio be, and hereby is authorized to advertise for bids and to enter into a contract with the lowest and best bidder therefore, as provided by law, for the Park Square Project.

Section 2: That the Auditor of the City of Galion, Ohio be and is hereby is, authorized to expend such sums as necessary to pay for said Project, not to exceed the total sum of One Hundred Fifty Thousand and no/100 Dollars (\$150,000.00) being paid from funds appropriated in the Leisure Time – State Capital Bill Funding Bill Fund (416).

Section 3: That this Ordinance shall be published in accordance with Ohio Revised Code Sections 731.21 and 731.22.

Section 4: That in order to preserve the public peace, health, safety, and welfare of the City of Galion and its inhabitants, and in order to allow the work to be completed in a timely manner, this measure is determined to be an emergency Ordinance, and shall take effect and be in force immediately upon the earliest time allowed by law after its passage.

\_\_\_\_\_  
CARL W. WATT  
PRESIDENT OF COUNCIL

ATTEST:

\_\_\_\_\_  
JULIE L. BELL  
CLERK OF COUNCIL

APPROVED AS TO FORM:

\_\_\_\_\_  
THOMAS N. PALMER  
DIRECTOR OF LAW

PRESENTED TO MAYOR ON: \_\_\_\_\_

APPROVED: \_\_\_\_\_  
THOMAS O'LEARY, MAYOR (Date)

ADOPTED ON FIRST READING: \_\_\_\_\_  
DATE

ADOPTED ON SECOND READING: \_\_\_\_\_  
DATE

ADOPTED ON THIRD READING: \_\_\_\_\_  
DATE

VOTE ON FINAL READING	<u>YEA</u>	<u>NAY</u>
MS. AULT	_____	_____
MR. BODKINS	_____	_____
MS. DURBIN	_____	_____
DR. FELLNER	_____	_____
MR. IVY	_____	_____
MR. RICHART	_____	_____
MS. ZEGER	_____	_____



4f

**ORDINANCE NO. 2022-10**

**ENTITLED AN ORDINANCE AUTHORIZING THE FIRE CHIEF AND/OR SAFETY-SERVICE DIRECTOR TO APPLY FOR AND ACCEPT A GRANT FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) AND THE DEPARTMENT OF HOMELAND SECURITY (DHS) UNDER THE ASSISTANCE TO FIREFIGHTERS GRANT PROGRAM IN THE TOTAL AMOUNT OF FIFTY-ONE THOUSAND THREE HUNDRED SIXTY-TWO AND 48/100 DOLLARS (\$51,362.48), AND DECLARING AN EMERGENCY.**

WHEREAS, the Federal Emergency Management Agency and the Department of Homeland Security (DHS) has made funds available under the Assistance to Firefighters Grant program; and

WHEREAS, the City of Galion wishes to request a grant of said funds in the amount of up to Forty-Eight Thousand Nine Hundred Sixteen and 65/100 Dollars (\$45,916.65) with the local share of five percent (5%) being the maximum amount of Two Thousand Four Hundred Forty-Five and 83/100 Dollars (\$2,445.83) for a total of Fifty-One Thousand Three Hundred Sixty-Two and 48/100 Dollars (\$51,362.48), to be used for the purchase of hoses for the department; and

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GALION, STATE OF OHIO:

Section 1: That the Fire Chief and/ or Safety-Service Director be, and he is hereby, authorized to execute any and all documents as are necessary to apply for and, if approved, to accept a grant of up to Forty-Eight Thousand Nine Hundred Sixteen and 65/100 Dollars (\$45,916.65) to be used with the required 5% match of up to the maximum amount of Two Thousand Four Hundred Forty-Five and 83/100 Dollars (\$2,445.83) for a grant total of Fifty-One Thousand Three Hundred Sixty-Two and 48/100 Dollars (\$51,362.48) from the Federal Emergency Management Agency and the Department of Homeland Security for the aforementioned purposes.

Section 2: That in connection with said Application for the aforementioned funds, this Council understands and intends to provide funding for the City's local share in the amount of up to Two Thousand Four Hundred Forty-Five and 83/100 Dollars (\$2,445.83) for said grant.

Section 3: That this Ordinance shall be published in accordance with Ohio Revised Code Sections 731.21 and 731.22.

Section 4: That in order to preserve the public peace, health, safety and welfare of the City

of Galion and its inhabitants, and in order to authorize the signing of all documents necessary to apply for the grant funds prior to the deadline, this measure is determined to be an emergency Ordinance and shall take effect at the earliest time allowed by law after its passage.

\_\_\_\_\_  
CARL W. WATT  
PRESIDENT OF COUNCIL

ATTEST:

\_\_\_\_\_  
JULIE L. BELL  
CLERK OF COUNCIL

APPROVED AS TO FORM:

\_\_\_\_\_  
THOMAS N. PALMER  
DIRECTOR OF LAW

PRESENTED TO MAYOR ON: \_\_\_\_\_

APPROVED: \_\_\_\_\_  
THOMAS M. O'LEARY, MAYOR (Date)

ADOPTED ON FIRST READING: \_\_\_\_\_  
DATE

ADOPTED ON SECOND READING: \_\_\_\_\_  
DATE

ADOPTED ON THIRD READING: \_\_\_\_\_  
DATE

VOTE ON FINAL READING	<u>YEA</u>	<u>NAY</u>
MS. AULT	_____	_____
MR. BODKINS	_____	_____
MS. DURBIN	_____	_____
DR. FELLNER	_____	_____
MR. IVY	_____	_____
MR. RICHART	_____	_____
MS. ZEGER	_____	_____

5a

**NOTICE TO LEGISLATIVE  
AUTHORITY**

**OHIO DIVISION OF LIQUOR CONTROL**  
6606 TUSSING ROAD, P.O. BOX 4005  
REYNOLDSBURG, OHIO 43068-9005  
(614)644-2360 FAX(614)644-3166

TO

86538890105 <small>PERMIT NUMBER</small>		NEW <small>TYPE</small>	STYX ACQUISITION LLC DBA BUEHLERS FRESH FOODS 222 PORTLAND WAY N GALION OH 44833	
ISSUE DATE				
01 11 2022				
FILING DATE				
C1 C2 <small>PERMIT CLASSES</small>				
17 <small>TAX DISTRICT</small>	044	B	D26886 <small>RECEIPT NO.</small>	

FROM 01/13/2022

AGENCY 685

PERMIT NUMBER		TYPE		
ISSUE DATE				
FILING DATE				
PERMIT CLASSES				
TAX DISTRICT			RECEIPT NO.	



MAILED 01/13/2022

RESPONSES MUST BE POSTMARKED NO LATER THAN. 02/14/2022

**IMPORTANT NOTICE**

PLEASE COMPLETE AND RETURN THIS FORM TO THE DIVISION OF LIQUOR CONTROL  
WHETHER OR NOT THERE IS A REQUEST FOR A HEARING.

REFER TO THIS NUMBER IN ALL INQUIRIES

**B NEW 8653889-0105**

(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

WE REQUEST A HEARING ON THE ADVISABILITY OF ISSUING THE PERMIT AND REQUEST THAT  
THE HEARING BE HELD  IN OUR COUNTY SEAT.  IN COLUMBUS.

WE DO NOT REQUEST A HEARING.

DID YOU MARK A BOX? IF NOT, THIS WILL BE CONSIDERED A LATE RESPONSE.

PLEASE SIGN BELOW AND MARK THE APPROPRIATE BOX INDICATING YOUR TITLE:

(Signature)

(Title)-  Clerk of County Commissioner

(Date)

Clerk of City Council

Township Fiscal Officer

**CLERK OF GALION CITY COUNCIL  
301 HARDING WAY E  
PO BOX 820  
GALION OHIO 44833**