

AGENDA  
CITY COUNCIL MEETING  
July 11, 2023 7:00 P.M.

Pledge of Allegiance

Invocation: Moment of Silence

Roll Call – Council, Elected Officials/SSD

1. Approve minutes:
  - a. June 27, 2023 – Regular Meeting
  - b. June 29, 2023 – Special 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. Resolution No. 2023-9 (3<sup>rd</sup> Reading)  
Housing Council Appointment
  
  - b. Ordinance No. 2023-52 (1<sup>st</sup> Reading)  
Jefferson Township Contract
  
  - c. Ordinance No. 2023-53 (1<sup>st</sup> Reading)  
Village of Crestline Contract
  
  - d. Ordinance No. 2023-54\* (1<sup>st</sup> Reading)  
New Fund 422
  
  - e. Ordinance No. 2023-55\* (1<sup>st</sup> Reading)  
Amending 2023 Appropriations

\*needs voted onto the agenda

5. Other Business
  
6. Official Reports (if desired)
  - a. Auditor – Brian Saterfield
  - b. Treasurer – Marcy Porter
  - c. Director of Law – Thomas Palmer

7. Mayor's Report
8. Executive Session – Pending and/or imminent court action
9. President of Council Comments
10. Adjournment

4a

**RESOLUTION NO. 2023-9**

**ENTITLED A RESOLUTION MAKING AN APPOINTMENT  
TO THE COMMUNITY REINVESTMENT AREA HOUSING  
COUNCIL PURSUANT TO OHIO REVISED CODE 3735.69  
(A), AND DECLARING AN EMERGENCY.**

WHEREAS, pursuant to Ohio Revised Code Section 3735.69 (A) a Community Reinvestment Housing Council shall be appointed for each community reinvestment area:  
and

WHEREAS, pursuant to Resolution No. 2021-9, Richard A. Ivy was appointed to serve on the CRA Housing Council; and

WHEREAS, Mr. Ivy no longer wishes to continue serving and Melissa Frank would like to be appointed to the CRA Housing Council; and

WHEREAS, it is necessary to establish terms for said housing council members.

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

Section 1: That this Council, pursuant to Ohio Revised Code 3735.69 (A) does hereby appoint the following member to the Community Reinvestment Area Housing Council that shall serve on said council for the listed terms or until further action by this council:

Melissa Frank – 2<sup>nd</sup> Ward Council – 07-01-23 thru 12-31-25

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

Section 3: This Resolution is hereby declared to be an emergency measure necessary in order for the CRA Housing Council to do its business in a timely manner and to preserve the public peace, health, safety, and welfare of the City; and shall take at the earliest time allowed by law, after its passage.

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ERIC WEBBER  
PRESIDENT OF COUNCIL

ATTEST:

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

APPROVED AS TO FORM: \_\_\_\_\_  
THOMAS N. PALMER  
LAW DIRECTOR

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	_____	_____
MS. FRANK	_____	_____
MR. RICHART	_____	_____
MR. WATT	_____	_____
MS. ZEGER	_____	_____

4b

**ORDINANCE NO. 2023-52**

**ENTITLED AN ORDINANCE AUTHORIZING THE SAFETY-SERVICE DIRECTOR TO ENTER INTO AN EMERGENCY SERVICES AGREEMENT WITH JEFFERSON TOWNSHIP, CRAWFORD COUNTY, OHIO RELATING TO EMERGENCY MEDICAL SERVICES, AND DECLARING AN EMERGENCY.**

WHEREAS, Jefferson Township is in need EMS services for times when the township is without manpower and equipment to cover a given EMS-related situation, and

WHEREAS, the City of Galion desires to enter into an Emergency Services Agreement with Jefferson Township, Crawford County, Ohio to meet the aforementioned need, and

WHEREAS, an Emergency Services Agreement has been drafted for approval by Galion City Council.

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 he is hereby, authorized to enter into an Emergency Services Agreement on behalf of the City of Galion with the applicable officials or officers of Jefferson Township, Crawford County, Ohio to provide emergency medical services for said entity when their manpower and equipment is insufficient to cover EMS-related situations until further action by either entity, all substantially in accordance with a proposed Emergency Services Agreement as attached hereto and made a part hereto.

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 enhance the safety of the citizens of both entities by securing these services at the earliest possible time, this measure is determined to be an emergency Ordinance and shall take effect and be in force upon the earliest time allowed by law

after its passage.

\_\_\_\_\_  
ERIC WEBBER  
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	_____	_____
MS FRANK	_____	_____
MR. RICHART	_____	_____
MR. WATT	_____	_____
MS. ZEGER	_____	_____



## ***Emergency Services Agreement***

This Agreement is made between JEFFERSON TOWNSHIP, CRAWFORD COUNTY, OHIO, (hereafter "Township") and the CITY OF GALION, OHIO (hereafter "City").

The purpose of this Agreement is to provide a framework for City to provide EMS aid in situations and according to provisions described herein. The consideration for the Agreement is the mutual promises of the parties, and the benefits to be obtained by each.

BASED ON THAT CONSIDERATION, IT IS HEREBY AGREED AS FOLLOWS:

1. **Provision of manpower and equipment.** City agrees to provide such manpower and EMS equipment as requested by Township, to the extent that such are available.
  - A. Such provision of manpower and equipment are to be requested only when Township is without manpower to cover a given EMS-related situation.
  - B. Any request for assistance under this Agreement shall be made by the highest-ranking officer of the requesting party on duty at the time. The request shall state the specific equipment and manpower needed, and give explicit directions to the location where assistance is needed.
  - C. While City shall not be bound to dispatch personnel when requested, every effort should be made to furnish such assistance if such dispatch would not impose on the community(ies) served by City a serious impairment to providing EMS services. The decision as to whether, and the extent to which, manpower and equipment is available for assistance shall be made by the highest-ranking officer of City receiving the request on duty at the time and at his or her sole discretion and judgment.
  - D. City agrees that all persons responding to the request are responsible and trained individuals. When assistance is requested and furnished, the senior officer of the requesting party on the scene shall have full charge and authority over assisting personnel and equipment responding to the request.
  - E. All personnel of City responding shall have all personal protective clothing, gear and equipment with them and in place as per local, state, federal, and any other applicable guidelines, laws, rules, regulations and/or standards.
  - F. It is understood that these services are broader than those in any current mutual aid agreement(s), which agreement(s) shall remain in full force and effect.
  
2. **Liability.** There shall be no liability, responsibility or cause of action for breach of contract between the parties if assistance is denied, delayed, inadequate, or subsequently recalled, or if furnished assistance is not needed upon arrival.

- A. There shall be no reimbursement between the parties for lost or damage neither to equipment, nor for any worker's compensation award or premium contribution assessed against the employing political subdivision for injury or death of a responder arising from activities under this Agreement.
  - B. The requesting party shall defend, indemnify, and hold harmless the responding party and its employees against any and all claims brought or actions filed against the responding party or its employees for injury to, death of, or damage to property of any third person or persons, arising from the provision of assistance in responding to a request for assistance pursuant to this Agreement, to the extent allowed by law.
  - C. To the extent that ORC Chapter 2744 is applicable to the operation of fire departments, it is applicable to City personnel rendering service outside their political subdivision pursuant to this Agreement.
3. **Scope of employment.** Personnel of the responding party, in answering a call for assistance under this Agreement, shall be considered to be acting within the scope of their employment while in route to or from, and while acting within, the territory of the requesting subdivision. City personnel acting under this agreement outside of their political subdivision may participate in any pension or indemnity fund established by their employer to the same extent as if they were acting within their subdivision, and are entitled to all rights and benefits under ORC §§ 4123.03 to RC 4123.94 the same as they were performing firefighting services within their subdivision.
4. **Term.** This Agreement shall remain in effect for three (3) years from and after the date of execution, and shall be automatically renewed for successive one (1) year periods unless cancelled by a party by giving sixty (60) days written notice to the other party by certified mail.
5. **Compensation.**

From Township: Township shall pay City Seven Hundred Fifty and No/100 Dollars (\$750.00) for each call.

For Residents: For the provision of EMS services by City, Township, pursuant to this Agreement, grants to City the right to bill and receive compensation therefore from both residents of City and Township, with said compensation to be charged on the same basis for said residents. Pursuant to ORC §505.84, any funds generated by EMS ambulance billing shall be used for EMS-related purposes, including, without limitation, equipment, salaries and benefits, and vehicles. City shall give the Township Fiscal Officer a quarterly report of

amounts billed to and received from Township residents, with the actual funds being deposited into the City EMS Rescue Services Fund. The report shall list only the estimated number of patients served and the estimated dollar amounts billed and collected, subsequent to the prior quarterly report. Also pursuant to ORC §505.84. Township shall retain discretion to waive all or part of the ambulance fees billed its residents, provided that anytime Township does so, it will pay the amount saved to City. City shall retain discretion to waive part of the ambulance fees billed to its residents, based on economic hardship, provided that any time City does so, it will pay the amount saved to the City EMS Rescue Services Fund from other funds. In the event that the State Auditor, Ohio Attorney General, or Court of competent jurisdiction shall in the future determine that ORC §505.84 and 2003OAG-17 are not applicable to these kinds of EMS service contracts, the parties shall reopen negotiations as to this Paragraph 2 of this Agreement to include appropriate language so stating, so long as it is acceptable to the Ohio State Auditor's Office.

WITNESS the signatures of the authorized officers of the parties to this Agreement, each of which has authorized entering into this Agreement by resolution of its governing body.

Executed this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

**JEFFERSON TOWNSHIP, CRAWFORD COUNTY, OHIO**

By:

\_\_\_\_\_

Trustees, Jefferson Township, Crawford County, Ohio

By: \_\_\_\_\_

**CITY OF GALION**

By: \_\_\_\_\_  
Nicole Ward, Safety-Service Director

Approved as to form:

By: \_\_\_\_\_  
Thomas N. Palmer, Director of Law

4c

**ORDINANCE NO. 2023-53**

**ENTITLED AN ORDINANCE AUTHORIZING THE SAFETY-SERVICE DIRECTOR TO ENTER INTO A FIRE AND EMS AGREEMENT WITH THE VILLAGE OF CRESTLINE, CRAWFORD COUNTY, OHIO RELATING TO FIRE AND EMERGENCY MEDICAL SERVICES, AND DECLARING AN EMERGENCY.**

WHEREAS, the Village of Crestline is in need of Fire and EMS services for the citizens of their community, and

WHEREAS, the City of Galion desires to enter into a Fire and EMS Agreement with the Village of Crestline, Crawford County, Ohio to meet the aforementioned need, and

WHEREAS, a Fire and EMS Agreement has been drafted for approval by Galion City Council.

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 he is hereby, authorized to enter into a Fire and EMS Agreement on behalf of the City of Galion with the applicable officials or officers of the Village of Crestline, Crawford County, Ohio to provide fire and emergency medical services for a three month period or until further action by either entity, all substantially in accordance with a proposed Fire and EMS Agreement as attached hereto and made a part hereto.

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 enhance the safety of the citizens of both entities by securing these services at the earliest possible time, this measure is determined to be an emergency Ordinance and shall take effect and be in force upon the earliest time allowed by law after its passage.

\_\_\_\_\_  
ERIC WEBBER  
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	_____	_____
MS FRANK	_____	_____
MR. RICHART	_____	_____
MR. WATT	_____	_____
MS. ZEGER	_____	_____

## FIRE AND EMS AGREEMENT

This Agreement made and entered into at Galion, Ohio on this \_\_\_\_ day of July, 2023 by and between the CITY OF GALION, OHIO (hereafter “City”), and the VILLAGE OF CRESTLINE, OHIO (hereafter “Village”).

### WITNESSETH:

WHEREAS, pursuant to Ordinance No. 2023-\_\_, passed by Galion City Council on the \_\_\_\_ day of July, 2023, the Safety-Service Director was authorized and empowered to enter into a contract on behalf of the City with the Village for the City to furnish fire and ambulance and emergency medical services to residents of the Village upon the terms and conditions hereinafter set forth, and

WHEREAS, pursuant to Ordinance No. 2023-\_\_, passed by Crestline Village Council on the \_\_\_\_ day of July, 2023, its Village Administrator was authorized and empowered to enter into a contract on behalf of the Village with the City for the City to furnish fire and ambulance and emergency medical services to residents of the Village upon the terms and conditions hereinafter set forth, and

WHEREAS, City presently intends to furnish said services.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, the parties hereto agree as follows:

**Services to be provided; Compensation.** For the period of three (3) months the date of execution of this Agreement, from July \_\_\_\_, 2023 through October \_\_\_\_, 2023, the City shall furnish fire protection and ambulance and emergency medical services to residents of the Village in the manner hereinafter set forth, and the Village shall pay to the City as compensation for said services the sum of Thirty-Five Thousand One Hundred Twenty-Nine and 92/100 Dollars (\$35,129.92) per month.

**Billing Village Residents.** For the provision of services by the City under this Agreement, the Village, pursuant to this Agreement, grants to City the right to bill and receive compensation therefore from both residents of the City and the Village, with said compensation to be charged on the same basis and amounts for said residents. Pursuant to ORC §505.84, any funds generated by EMS ambulance billing shall be used for EMS-related purposes, including, without limitation, equipment, salaries and benefits, and vehicles. The City shall give the Village Fiscal Officer a quarterly report of amounts billed to and received from Village residents, with the actual funds being deposited into the City EMS Rescue Services Fund. The report shall list only the estimated number of patients served and the estimated dollar amounts billed and collected, subsequent to the prior quarterly report. Also pursuant to ORC §505.84. Village shall



retain discretion to waive all or part of the ambulance fees billed its residents, provided that anytime Village does so, it will pay the amount saved to the City. The City shall retain discretion to waive part of the ambulance fees billed to its residents, based on economic hardship, provided that any time the City does so, it will pay the amount saved to the City EMS Rescue Services Fund from other funds. In the event that the State Auditor, Ohio Attorney General, or Court of competent jurisdiction shall in the future determine that ORC §505.84 and 2003OAG-17 are not applicable to these kinds of EMS service contracts, the parties shall reopen negotiations as to this Paragraph 2 of this Agreement to include appropriate language so stating, so long as it is acceptable to the Ohio State Auditor's Office.

**Equipment and Manpower.** For each alarm originating in the Village, the City shall, to the best of its ability, furnish the necessary equipment and manpower to effect the extinguishment of any fire, or to provide emergency medical services, through the City manpower and equipment at the same level of services as provided within the City. The City shall notify the Village Administrator if any material changes of services is planned during the term of this Agreement, at least thirty (30) days prior to any changes taking place.

**Inspections.** To facilitate fire protection services hereunder, the City, through its fire chief or his/her designee, is fully authorized to and may conduct fire and life safety inspections within the Village and enforce and administer violations or citations for violations in the same manner as is done within the City.

**Cancellation.** Either party to this Agreement may cancel the same upon two (2) weeks' written notice sent by certified mail to the other party at the following addresses:

Nicole Ward, Safety-Service Director  
City of Galion  
301 Harding Way East  
Galion, Ohio 44833

Corey Spackey, Village Administrator  
Village of Crestline  
100 North Seltzer Street  
Crestline, Ohio 44827

**Insurance.** The City shall obtain and keep in force liability insurance coverage for the City, its fire department personnel and EMS providers.

**Entire Agreement.** This Agreement represents the entire agreement between the parties and supersedes any prior understandings or agreements related thereto. This Contract can only be amended and/or modified by written consent of both parties.

**Immunities Preserved.** By entering into this Agreement, neither the City nor the Village intends to relinquish or waive any of the immunities they now have or may hereafter be accorded under State and/or Federal laws, including, without limitation of any such immunities, all those immunities accorded to governmental entities and their offices and employees under ORC Chapter 2744.

**Powers Preserved.** This Agreement is not intended to be in derogation of the powers granted to municipal corporations by Article XVIII of the Ohio Constitution; or any other provisions of the Ohio Constitution, nor is it intended to be in derogation of the powers granted to villages under any provisions of the Ohio Constitution or the Ohio Revised Code.

Whenever employees of the City provide police services in or to the Village pursuant to the authority set forth in this Agreement, other legislative authority, or state law, such employees shall have the same powers, duties, rights and immunities as if taking action within the territory of the City. Revised Code Chapter 2744 shall apply to the extent specified in ORC §737.04 or as otherwise provided by law. Moreover, participation in any indemnity fund established by the employer, and all rights under Ohio Revised Code Chapter 4123, shall apply to the extent set forth in ORC §§ 505.431 and 737.04, or as otherwise provided by law. ORC Chapter 2743 shall apply as provided by law.

**Severability.** In the event that any section or provision of this Agreement, or any covenant, agreement, obligation or action, or part thereof, made, assumed, entered into or taken, of any application thereof, is held to be illegal or invalid for any reason, then that illegality or invalidity shall not affect to remainder hereof; the illegality or invalidity of any application hereof shall not affect any legal and valid application hereof; and each second, provision, covenant, agreement, obligation or action, or part thereof, shall be deemed to be effective, operative made, assumed, entered into or taken in the manner and the full extent permitted by law.

**Parties Bound.** The rights and obligations included herein shall be binding upon and inure to the benefit of the parties hereto and their respective agents, servants, officials, employees, representatives, successors, and assigns.

Approved:

The City of Galion, Ohio

The Village of Crestline, Ohio

\_\_\_\_\_  
Nicole M. Ward, Safety-Service Director

\_\_\_\_\_  
Corey Spackey, Village Administrator

Approved as to form:

\_\_\_\_\_  
Thomas N. Palmer, Director of Law

4d

**ORDINANCE NO. 2023-54**

**ENTITLED AN ORDINANCE ESTABLISHING THE  
WATER TREATMENT PLANT UPGRADE COUNTY ARPA  
FUND (422), 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 Water Treatment Plant Upgrade County ARPA Fund (422) 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 pertaining to the Brownfield Grant funds.

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.

\_\_\_\_\_  
MICHAEL RICHART  
PRESIDENT OF COUNCIL PRO TEMPORE

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	_____	_____
MS. FRANK	_____	_____
MR. RICHART	_____	_____
MR. WATT	_____	_____
MS. ZEGER	_____	_____

4e

**ORDINANCE NO. 2023-55**

**ENTITLED AN ORDINANCE AMENDING ORDINANCE NO. 2022-98 (PERMANENT 2023 APPROPRIATIONS) BY APPROPRIATING, TRANSFERRING AND ADVANCING FUNDS 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. 2022-98 (Permanent 2023 Appropriations) passed December 28, 2022 be, and the same is hereby amended as delineated in the following sections:

Section 2: That One Million, Five Hundred Thousand, and 00/100 Dollars (\$1,500,000.00) be appropriated from unappropriated funds to 101-9002-52920 General Fund – Other Financing Uses – Department: 9002 – Transfers – Advances Out.

Section 3: That up to One Million, Five Hundred Thousand, and 00/100 Dollars (\$1,500,000.00) be advanced from 101-9002-52920 General Fund – Other Financing Uses – Department: 9002 – Transfers – Advances Out to 422-0900-41920 Water Treatment Plant Upgrade County ARPA Funds – Other Financing Sources – Other Financing Sources – Other Financing Sources – Advances In (to be advanced back to the originating fund as soon as reasonably possible after receipt of grant funds from grantor).

Section 4: That One Million, Two Hundred Fifty Thousand, and 00/100 Dollars (\$1,250,000.00) be appropriated from unappropriated funds to 422-5031-52505 Water Treatment Plant Upgrade County ARPA Funds – Enterprise Utility – Water Filtration – Capital Outlay – Infrastructure.

Section 5: That Two Hundred Fifty Thousand, and 00/100 Dollars (\$250,000.00) be appropriated from unappropriated funds to 422-5031-52317 Water Treatment Plant Upgrade County ARPA Funds – Enterprise Utility – Water Filtration – Contractual Services – Other Technical Services.

Section 6: That Two Hundred Eighty-Two Thousand, Eight Hundred Two and 35/100 Dollars (\$282,802.35) be appropriated from unappropriated funds to 601-5031-52317 Water – Enterprise Utility – Water Filtration – Contractual Services – Other Technical Services.



Section 7: That Four Hundred Fifty-Three Thousand, Seven Hundred Nineteen and 09/100 Dollars (\$453,719.09) be appropriated from unappropriated funds to 601-5031-52505 Water – Enterprise Utility – Water Filtration – Capital Outlay – Infrastructure.

Section 8: That Five Hundred Thirty-Seven Thousand, Eight Hundred Sixty-Five and 00/100 (\$537,865.00) be transferred from 421-6040-52505 Roadwork Development Grants – Transportation – Street Improvement – Capital Outlay – Infrastructure to 421-9002-52920 Roadwork Development Grants – Other Financing Uses – Department: 9002 – Transfers – Advances Out

Section 9: That Three Hundred Seventy Thousand, and 00/100 Dollars (\$370,000.00) be appropriated from unappropriated funds to 101-9001-52910 General Fund – Other Financing Uses – Transfers – Transfers – Transfers to Street Fund.

Section 10: That this Ordinance shall be published in accordance with applicable Ohio Law.

Section 11: 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 adjustments in the Permanent 2023 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.

\_\_\_\_\_  
MICHAEL RICHART  
PRESIDENT OF COUNCIL PRO TEMPORE

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	_____	_____
MS. FRANK	_____	_____
MR. RICHART	_____	_____
MR. WATT	_____	_____
MS. ZEGER	_____	_____