

AGENDA
CITY COUNCIL MEETING
October 12, 2021 7:00 P.M.

Pledge of Allegiance

Invocation: Pastor Ash Welch, St. Paul United Methodist Church

Roll Call – Council, Elected Officials/SSD

1. Approve minutes –
 - a. September 28, 2021 – 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.
 - 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. 2021-98*
Airport Roof Project | (1 st Reading) |
| b. Ordinance No. 2021-99*
OPWC Issue I – Southeast Storm Sewer Phase V | (1 st Reading) |
| c. Ordinance No. 2021-100*
Amending 2021 Appropriations | (1 st Reading) |
| d. Resolution No. 2021-17*
Design Review Appointment | (1 st Reading) |
| e. Ordinance No. 2021-101*
ARPA Utility Program Contract | (1 st Reading) |

*needs voted onto the agenda

5. Other Business

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

4a

ORDINANCE NO. 2021-98

ENTITLED AN ORDINANCE AUTHORIZING THE SAFETY-SERVICE DIRECTOR TO CONTRACT UNDER THE STATE PURCHASING PROGRAM, PURSUANT TO R.C. 125.04(B) WITHOUT COMPETITIVE BIDDING, AIRPORT HANGAR ROOF REPAIR THROUGH NATIONAL COOPERATIVE PURCHASING ALLIANCE, AND DECLARING AN EMERGENCY.

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 purchase under the State Purchasing Program pursuant to O.R.C. 125.04, without competitive bidding, from National Cooperative Purchasing Alliance, P.O. Box 701273., Houston, TX 77270, roof repair for a hangar at the Airport, at a cost not to exceed Seventy-Three Thousand Five Hundred Six and 00/100 Dollars (\$73,506.00), and to execute the contract necessary to accomplish the same.

Section 2: That this Ordinance shall be published in accordance with applicable Ohio Law.

Section 3: That in order to preserve the public peace, health, safety and welfare of the City of Galion and its inhabitants, this measure is determined to be an emergency Ordinance and shall take effect and be 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. ERLSTEN	_____	_____
DR. FELLNER	_____	_____
MR. IVY	_____	_____
MR. RICHART	_____	_____
MR. TRIPLETT	_____	_____

4b

ORDINANCE NO. 2019-99

ENTITLED AN ORDINANCE AUTHORIZING THE SAFETY SERVICE DIRECTOR AND/OR MAYOR TO APPLY FOR AND ACCEPT GRANT AND/ OR LOAN FUNDS UNDER ROUND 36 OF OHIO PUBLIC WORKS COMMISSION (OPWC) FUNDING TO BE USED FOR THE SOUTHEAST STORM SEWER PHASE V PROJECT AND DECLARING AN EMERGENCY.

WHEREAS, Round 36 of OPWC funding for District 16 includes grant funding as well as State Capital Improvement Program (SCIP), Local Transportation Improvement (LTIP), Small Government Program and/or Revolving Loan Program (RLP) whereby loan funds can be applied for to be used for various capital improvement projects, and

WHEREAS, the City of Galion is requesting grant funds in the amount of One Hundred Eight Five Thousand and no/100 Dollars (\$185,000.00); and

WHEREAS, the City of Galion is requesting a 0% interest loan for the above project based on the availability of funds in the amount of Two Hundred Thousand and no/100 Dollars (\$200,000.00): and

WHEREAS, if approved the above grant / loan funds will be used along with funds from the city to complete the project totaling Six Hundred Sixty-Five Thousand Four Hundred Twenty-Five and no/100 Dollars (\$665,425.00) for the Southeast Storm Sewer Phase V Project.

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

Section 1: That the Safety Service Director/ and or Mayor be, and is hereby, authorized to execute and submit to the Ohio Public Works Commission (OPWC) an application, as attached and incorporated herein, for grant funding in the amount of One Hundred Eight-Five Thousand and no/100 Dollars (\$185,000.00) Round 36 of Issue 1 funding for OPWC District 16 to be used for the Southeast Storm Sewer Project Phase V within the City of Galion, if awarded, and to execute any and all contracts and other documents necessary to consummate this transaction and receive such Grant funds.

Section 2: That the Safety Service Director/ and or Mayor be, and is hereby, authorized to execute and submit to the Ohio Public Works Commission (OPWC) an application, for loan funding in the amount of Two Hundred Thousand and no/100 Dollars (\$200,000.00) in Round 36 of Issue 1 funding for OPWC District 16 to be used for the Southeast Storm Sewer Project Phase V within the City of Galion, if awarded, and to execute any and all contracts and other documents necessary to consummate this transaction and receive such Loan funds.

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 and safety of the City of Galion and its inhabitants, and in order to prepare and file such application prior to the established deadline therefore, this measure is determined to be an emergency Ordinance, and shall take effect and be in force immediately upon its adoption 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. ERLSTEN	_____	_____
DR. FELLNER	_____	_____
MR. IVY	_____	_____
MR. RICHART	_____	_____
MR. TRIPLETT	_____	_____



State of Ohio
Public Works Commission
Application for Financial Assistance

IMPORTANT: Please consult "Instructions for Financial Assistance for Capital Infrastructure Projects" for guidance in completion of this form.

Applicant

Applicant: City of Galion Subdivision Code: 033-29162
 District Number: 16 County: Crawford Date: 10/12/2021
 Contact: Nicole Ward, Safety Service Director Phone: (419) 468-1857
(The individual who will be available during business hours and who can best answer or coordinate the response to questions)
 Email: nicoleward@galion.city FAX: _____

Project

Project Name: Galion - Southeast Storm Phase 5 Zip Code: 44833

Subdivision Type <small>(Select one)</small>	Project Type <small>(Select single largest component by \$)</small>	Funding Request Summary <small>(Automatically populates from page 2)</small>
<input type="checkbox"/> 1. County	<input type="checkbox"/> 1. Road	Total Project Cost: <u>665,425 .00</u>
<input checked="" type="checkbox"/> 2. City	<input type="checkbox"/> 2. Bridge/Culvert	1. Grant: <u>185,000 .00</u>
<input type="checkbox"/> 3. Township	<input type="checkbox"/> 3. Water Supply	2. Loan: <u>200,000 .00</u>
<input type="checkbox"/> 4. Village	<input type="checkbox"/> 4. Wastewater	3. Loan Assistance/ Credit Enhancement: <u>0 .00</u>
<input type="checkbox"/> 5. Water (6119 Water District)	<input type="checkbox"/> 5. Solid Waste	Funding Requested: <u>385,000 .00</u>
	<input checked="" type="checkbox"/> 6. Stormwater	

District Recommendation (To be completed by the District Committee)

<u>Funding Type Requested</u> <small>(Select one)</small>	SCIP Loan - Rate: _____ % Term: _____ Yrs	Amount: _____ .00
<input type="checkbox"/> State Capital Improvement Program	RLP Loan - Rate: _____ % Term: _____ Yrs	Amount: _____ .00
<input type="checkbox"/> Local Transportation Improvement Program	Grant:	Amount: _____ .00
<input type="checkbox"/> Revolving Loan Program	LTIP:	Amount: _____ .00
<input type="checkbox"/> Small Government Program	Loan Assistance / Credit Enhancement:	Amount: _____ .00
District SG Priority: _____		

For OPWC Use Only

<u>STATUS</u>	Grant Amount: _____ .00	Loan Type: <input type="checkbox"/> SCIP <input type="checkbox"/> RLP
Project Number: _____	Loan Amount: _____ .00	Date Construction End: _____
	Total Funding: _____ .00	Date Maturity: _____
Release Date: _____	Local Participation: _____ %	Rate: _____ %
OPWC Approval: _____	OPWC Participation: _____ %	Term: _____ Yrs

1.0 Project Financial Information (All Costs Rounded to Nearest Dollar)

1.1 Project Estimated Costs

Engineering Services

Preliminary Design:	_____	2,000	.00	
Final Design:	_____	48,000	.00	
Construction Administration:	_____	5,000	.00	
Total Engineering Services:	a.) _____	55,000	.00	10 %
Right of Way:	b.) _____		.00	
Construction:	c.) _____	555,425	.00	
Materials Purchased Directly:	d.) _____		.00	
Permits, Advertising, Legal:	e.) _____		.00	
Construction Contingencies:	f.) _____	55,000	.00	10 %
Total Estimated Costs:	g.) _____	665,425	.00	

1.2 Project Financial Resources

Local Resources

Local In-Kind or Force Account:	a.) _____		.00	
Local Revenues:	b.) _____	280,425	.00	
Other Public Revenues:	c.) _____		.00	
ODOT / FHWA PID: _____	d.) _____		.00	
USDA Rural Development:	e.) _____		.00	
OEPA / OWDA:	f.) _____		.00	
CDBG:	g.) _____		.00	
<input type="checkbox"/> County Entitlement or Community Dev. "Formula"				
<input type="checkbox"/> Department of Development				
Other: _____	h.) _____		.00	
Subtotal Local Resources:	i.) _____	280,425	.00	42 %

OPWC Funds (Check all requested and enter Amount)

Grant: <u>48</u> % of OPWC Funds	j.) _____	185,000	.00	
Loan: <u>52</u> % of OPWC Funds	k.) _____	200,000	.00	
Loan Assistance / Credit Enhancement:	l.) _____	0	.00	
Subtotal OPWC Funds:	m.) _____	385,000	.00	58 %
Total Financial Resources:	n.) _____	665,425	.00	100 %

1.3 Availability of Local Funds

Attach a statement signed by the Chief Financial Officer listed in section 5.2 certifying all local resources required for the project will be available on or before the earliest date listed in the Project Schedule section. The OPWC Agreement will not be released until the local resources are certified. Failure to meet local share may result in termination of the project. Applicant needs to provide written confirmation for funds coming from other funding sources.

2.0 Repair / Replacement or New / Expansion

2.1 Total Portion of Project Repair / Replacement:	<u>665,425</u> .00	<u>100</u> %
2.2 Total Portion of Project New / Expansion:	<u>0</u> .00	<u>0</u> %
2.3 Total Project:	<u>665,425</u> .00	<u>100</u> %

A Farmland Preservation letter is required for any impact to farmland

3.0 Project Schedule

3.1 Engineering / Design / Right of Way	Begin Date: <u>04/01/2022</u>	End Date: <u>10/01/2022</u>
3.2 Bid Advertisement and Award	Begin Date: <u>10/01/2022</u>	End Date: <u>11/01/2022</u>
3.3 Construction	Begin Date: <u>12/01/2022</u>	End Date: <u>08/01/2023</u>

Construction cannot begin prior to release of executed Project Agreement and issuance of Notice to Proceed.

Failure to meet project schedule may result in termination of agreement for approved projects. Modification of dates must be requested in writing by project official of record and approved by the Commission once the Project Agreement has been executed.

4.0 Project Information

If the project is multi-jurisdictional, information must be consolidated in this section.

4.1 Useful Life / Cost Estimate / Age of Infrastructure

Project Useful Life: 50 Years Age: 1966 (Year built or year of last major improvement)

Attach Registered Professional Engineer's statement, with seal or stamp and signature confirming the project's useful life indicated above and detailed cost estimate.

4.2 User Information

Road or Bridge: Current ADT _____ Year _____ Projected ADT _____ Year _____

Water / Wastewater: Based on monthly usage of 4,500 gallons per household; attach current ordinances.

Residential Water Rate Current \$ _____ Proposed \$ _____

Number of households served: _____

Residential Wastewater Rate Current \$ _____ Proposed \$ _____

Number of households served: _____

Stormwater: Number of households served: 26

4.3 Project Description

- A: **SPECIFIC LOCATION** (Supply a written location description that includes the project termini; a map does not replace this requirement.) 500 character limit.

The project work limits will include:

Harding Way East from Mansfield St to the East approximately 490'.
Through undeveloped ground from a point on Harding Way East Near address 948 to the North approximately 900' to the existing reservoir.
First Ave from E Walnut St to Harding Way East.

- B: **PROJECT COMPONENTS** (Describe the specific work to be completed; the engineer's estimate does not replace this requirement) 1,000 character limit.

The project scope will include replacing an existing and undersized clay pipe storm sewer system with a new adequately sized corrugated polyethylene conduit storm sewer system with new concrete manholes and concrete catch basins.

- C: **PHYSICAL DIMENSIONS** (Describe the physical dimensions of the existing facility and the proposed facility. Include length, width, quantity and sizes, mgd capacity, etc in detail.) 500 character limit.

The project will include the installation of 2375' of storm sewer conduit varying in size from 48" top 12", 7 concrete manholes, 11 concrete catch basins, and all related appurtenances.

5.0 Project Officials

Changes in Project Officials must be submitted in writing from an officer of record.

5.1 Chief Executive Officer (Person authorized in legislation to sign project agreements)

Name: Nicole Ward
Title: Safety Service Director
Address: 301 Harding Way East

City: Galion State: OH Zip: 44822
Phone: (419) 468-1857
FAX:
E-Mail: nicoleward@galion.city

5.2 Chief Financial Officer (Can not also serve as CEO)

Name: Gail Baldinger
Title: Auditor
Address: 301 Harding Way East

City: Galion State: OH Zip: 44833
Phone: (419) 468-1823
FAX:
E-Mail: gailbaldinger@galion.city

5.3 Project Manager

Name: Dylan Wyatt
Title: Project Manager
Address: PO Box 325
1810 E Mansfield St
City: Bucyrus State: OH Zip: 44820
Phone: (419) 562-7757
FAX:
E-Mail: dwyatt@makeever.com

6.0 Attachments / Completeness review

Confirm in the boxes below that each item listed is attached (Check each box)

- A certified copy of the legislation by the governing body of the applicant authorizing a designated official to sign and submit this application and execute contracts. This individual should sign under 7.0, Applicant Certification, below.
- A certification signed by the applicant's chief financial officer stating the amount of all local share funds required for the project will be available on or before the dates listed in the Project Schedule section. If the application involves a request for loan (RLP or SCIP), a certification signed by the CFO which identifies a specific revenue source for repaying the loan also must be attached. Both certifications can be accomplished in the same letter.
- A registered professional engineer's detailed cost estimate and useful life statement, as required in 164-1-13, 164-1-14, and 164-1-16 of the Ohio Administrative Code. Estimates shall contain an engineer's seal or stamp and signature.
- A cooperative agreement (if the project involves more than one subdivision or district) which identifies the fiscal and administrative responsibilities of each participant.
- Farmland Preservation Review - The Governor's Executive Order 98-IV, "Ohio Farmland Protection Policy" requires the Commission to establish guidelines on how it will take protection of productive agricultural and grazing land into account in its funding decision making process. Please include a Farm Land Preservation statement for projects that have an impact on farmland.
- Capital Improvements Report. CIR Required by O.R.C. Chapter 164.06 on standard form.
- Supporting Documentation: Materials such as additional project description, photographs, economic impact (temporary and/or full time jobs likely to be created as a result of the project), accident reports, impact on school zones, and other information to assist your district committee in ranking your project. Be sure to include supplements which may be required by your local District Public Works Integrating Committee.

7.0 Applicant Certification

The undersigned certifies: (1) he/she is legally authorized to request and accept financial assistance from the Ohio Public Works Commission as identified in the attached legislation; (2) to the best of his/her knowledge and belief, all representations that are part of this application are true and correct; (3) all official documents and commitments of the applicant that are part of this application have been duly authorized by the governing body of the applicant; and, (4) should the requested financial assistance be provided, that in the execution of this project, the applicant will comply with all assurances required by Ohio Law, including those involving Buy Ohio and prevailing wages.

Applicant certifies that physical construction on the project as defined in the application has NOT begun, and will not begin until a Project Agreement for this project has been executed with the Ohio Public Works Commission. Action to the contrary will result in termination of the agreement and withdrawal of Ohio Public Works Commission funding from the project.

Nicole Ward, Safety Service Director

Certifying Representative (Printed form, Type or Print Name and Title)

Original Signature / Date Signed

4c

ORDINANCE NO. 2021-100

ENTITLED AN ORDINANCE AMENDING ORDINANCE NO. 2020-92 (PERMANENT 2021 APPROPRIATIONS) BY APPROPRIATING FUNDS IN THE AMERICAN RESCUE PLAN ACT OF 2021 FUND AND DECLARING AN EMERGENCY.

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

Section 1: That Ordinance No. 2020-92 (Permanent 2021 Appropriations) originally passed on December 28, 2020, be, and the same is hereby amended as delineated in the following sections:

Section 2: That Five Hundred Twenty-Two Thousand, Eight Hundred Twelve and 54/100 Dollars (\$522,812.54) be appropriated from unappropriated funds to 268-7090-52317 American Rescue Plan Act of 2021 Fund – General Government – Other Government – Contractual Services – Other Technical Services.

Section 3: That this Ordinance shall be published in accordance with applicable Ohio Law.

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 make the appropriation adjustments in the Permanent 2021 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. ERLSTEN	_____	_____
DR. FELLNER	_____	_____
MR. IVY	_____	_____
MR. RICHART	_____	_____
MR. TRIPLETT	_____	_____

4d

RESOLUTION NO. 2021-17

ENTITLED A RESOLUTION APPOINTING JOHN BASSETT AS A VOTING MEMBER TO THE GALION DESIGN REVIEW BOARD; AND DECLARING AN EMERGENCY.

WHEREAS, John Bassett has expressed an interest in serving on the Galion Design Review Board in the seat being vacated by Shirley Clark.

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

Section 1: That John Bassett be appointed as a regular voting member of the Galion Design Review Board for the balance of the three year term being vacated by Shirley Clark that began January 1, 2020 and ends December 31, 2022.

Section 2: Any ordinances in conflict are hereby repealed to the extent that each conflicts with this ordinance.

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

Section 4: This Resolution is hereby declared to be an emergency measure necessary in order to have the members necessary for the aforementioned board to conduct the business before it 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.

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. ERLSTEN	_____	_____
DR. FELLNER	_____	_____
MR. IVY	_____	_____
MR. RICHART	_____	_____
MR. TRIPLETT	_____	_____

To: Galion City Council

From: Design Review Board

John Bassett, owner of 1803 Taproom and the Iron Vault Distillery, has expressed a desire to join the Design Review Board as a voting member. He will take the place of Shirley Clark who has resigned from the Board. Mr. Bassett owns several businesses in the Uptown and the Board hopes you will approve this nomination to our Board.

Respectfully submitted

A handwritten signature in cursive script that reads "Linda Boyd Chambers". The signature is written in dark ink and is positioned above the printed name.

Linda Boyd Chambers, Secretary

Galion Design Review Board

4e

ORDINANCE NO. 2021-101

ENTITLED AN ORDINANCE AUTHORIZING THE SAFETY SERVICE DIRECTOR TO UTILIZE AMERICAN RESCUE PLAN ACT FUNDS FOR A UTILITY CREDIT PROGRAM, AND DECLARING AN EMERGENCY.

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

WHEREAS, the City of Galion desires that said funds up to \$245,000 be used to expand the Utility Credit Program through the United Way of Crawford County for utility customers impacted by COVID-19; and

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 to the United Way of Crawford County to be used for a utility credit program for the citizens of Galion.

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 provide utility assistance 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. ERLSTEN	_____	_____
DR. FELLNER	_____	_____
MR. IVY	_____	_____
MR. RICHART	_____	_____
MR. TRIPLETT	_____	_____

**AMERICAN RESCUE PLAN ACT AGREEMENT between the
CITY OF GALION and UNITED WAY OF CRAWFORD COUNTY**

THIS AGREEMENT is made as of the date of the last signature below by and between the City of Galion, Ohio (the "CITY"), and UNITED WAY OF NORTH CENTRAL OHIO ("GRANTEE").

WITNESSETH:

WHEREAS, through Ordinance No. 2021-101, the CITY's City Council authorized a contract with the GRANTEE using funds received by the CITY through the federal American Rescue Plan Act (ARPA) in an amount not to exceed \$245,000, of which \$245,000 is to be used for grants to City of Galion utility customers through the GRANTEE'S Galion American Rescue Plan Act Utility Bill Assistance Grant Program (the "Program"). \$0 will be used to administer the use and distribution of the grant funds.

NOW THEREFORE, in consideration of the mutual covenants, promises, conditions and terms to be kept and performed, it is agreed between the parties as follows:

SECTION 1 PURPOSE.

The CITY agrees to pay to the GRANTEE an amount not to exceed \$245,000, of which \$245,000 will be used for grants to City of Galion utility customers through GRANTEE'S Program, with \$0 to be used to administer the use and distribution of the grant funds. Any funds not disbursed by the GRANTEE, will be returned to the CITY as set forth herein.

These utility assistance grants will be made consistent with the terms included on the attached application form, which is attached hereto and incorporated herein by reference.

SECTION 2 TERM AND TERMINATION; RECOUPMENT.

This Agreement shall be in full force and effect for a period commencing on August 1, 2021, and ending November 15, 2021. All grant funds that have not been disbursed by the GRANTEE to eligible applicants by November 15, 2021 will be repaid by that date to the CITY. Upon written notice from the CITY to the GRANTEE, the CITY has the right to

terminate the grant award, in whole or part; demand the immediate repayment of all grant money received by the GRANTEE from the CITY that has not been disbursed; temporarily withhold cash payments pending correction of deficiency by the GRANTEE; or take all other actions available under Ohio law.

SECTION 3 DISSOLUTION.

If for any reason, the GRANTEE is ever dissolved, the CITY has the absolute right to receive repayment by the GRANTEE of all grant monies disbursed to it by the CITY remaining in the GRANTEE'S possession or control, including, but not limited to, the grant monies disbursed under this Grant Agreement.

SECTION 4 NON-DISCRIMINATION.

The GRANTEE, its employees, agents, representatives, and any other party working on its behalf shall not discriminate in any manner in its performance under this Grant Agreement by reason of race, color, sex, age, religion, national origin, ancestry, veteran status, disability, sexual orientation, gender identity or any other characteristic to the extent protected by law, and shall comply with all federal, State of Ohio and CITY non-discrimination and intimidation laws, as amended, and any applicable related rules, regulations and executive orders, as amended.

SECTION 5 WORKERS' COMPENSATION.

The GRANTEE shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this contract.

SECTION 6 ACCOUNTABILITY FOR GRANT PROPERTY.

The GRANTEE must maintain internal control and accountability as required by state and federal law for all grant cash, real and personal property and other assets. All grant property must be only used for the purpose authorized in this Grant Agreement.

SECTION 7 PAYMENTS.

The CITY will make available to GRANTEE, upon execution of this Grant Agreement, the sum of \$245,000 for utility customer grant disbursements.

SECTION 8 REPORTS AND RECORDS.

GRANTEE shall maintain and make available upon request all documents and financial records sufficient to establish compliance with subsection 601(d) of the Social Security Act, as amended, (42 U.S.C. 801(d)) and the grant requirements including but not limited to the following:

- General ledger and subsidiary ledgers used to account for (a) the receipt of Coronavirus Relief Fund payments and (b) the disbursements from such payments to meet eligible expenses related to the public health emergency due to COVID-19;
- Budget records for 2021 insofar as necessary to satisfy state or federal audit requirements;
- Grant-related payroll, time records, human resource records to support costs incurred for payroll expenses related to addressing the public health emergency due to COVID-19;
- Grant-related receipts of purchases made related to addressing the public health emergency due to COVID-19;
- Contracts and subcontracts entered into using Coronavirus Relief Fund payments and all documents related to such contracts;
- Grant agreements and grant subaward agreements entered into using Coronavirus Relief Fund payments and all documents related to such awards;
- All documentation of reports, audits, and other monitoring of contractors, including subcontractors, and grant recipient and subrecipients;
- All documentation supporting the performance outcomes of contracts, subcontracts, grant awards, and grant recipient subawards;
- All internal and external email/electronic communications related to use of Coronavirus Relief Fund payments;
- All investigative files and inquiry reports involving Coronavirus Relief Fund payments.

- Accounting and fiscal records adequate to allow the CITY and/or State of Ohio to audit and verify that the funds provided under this Grant Agreement are used for the purpose(s) stated in this Grant Agreement.
- Other records and reports as required by the CITY to enable it to comply with local, state, and federal statutes and regulations.
- Performance reports which include information regarding actual accomplishments established during the grant period and other pertinent information. Such report shall be in the form required by the CITY.
- Final report of grant closeout.

The CITY shall have the right of access to any pertinent book, document, paper or other records of the GRANTEE which are pertinent to grant in order to make audits or examinations.

SECTION 9 FEDERAL, STATE AND LOCAL LAWS.

The GRANTEE agrees to abide by all Federal, State and local laws, statutes, resolutions, ordinances, rules and/or regulations applicable to this Grant Agreement. Additionally, GRANTEE agrees that it will spend all grant funds received under this Grant Agreement in accordance with section 5001 of the federal Coronavirus Aid, Relief and Economic Security Act.

SECTION 10 HOLD HARMLESS

The GRANTEE hereby agrees to hold harmless, defend and indemnify the CITY from any and all claims, actions, suits, losses and judgments (including attorneys' fees and court costs) whatsoever that arise out of the GRANTEE'S performance or nonperformance of the services or subject matter called for in this Grant Agreement. If any disbursement(s) of the GRANTEE are determined to be inconsistent with state or federal requirements or otherwise subject to recovery as determined by the state or federal government, the GRANTEE shall immediately upon written notice from the CITY pay the amount subject to recovery to the CITY. The GRANTEE shall be exclusively responsible for any collection efforts to recover monies from

disbursements subject to recovery.

SECTION 11 INDEPENDENT CONTRACTOR.

Nothing contained in this Grant Agreement is intended to or shall be construed in any manner as creating or establishing the relationship of employer/employee between the parties. The GRANTEE shall at all times remain an 'independent contractor' with respect to its performance under this Grant Agreement.

SECTION 12 SUCCESSORS AND ASSIGNMENT.

The CITY and the GRANTEE each binds itself and its successors, executors, administrators, and assigns to the terms, conditions, and covenants of this Grant Agreement. Neither the CITY nor the GRANTEE shall assign or transfer its rights, interests, duties, or obligations under this Grant Agreement without the express written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

SECTION 13 NOTICES.

Any notice required or permitted under this Grant Agreement shall be given in writing and shall be deemed to have been given when personally delivered to any officer of the party receiving notice or when posted in the United States mail by certified mail addressed to the last known address of the party being served.

SECTION 14 LAW OF OHIO.

This Grant Agreement shall be construed and enforced in accordance with the laws of the State of Ohio, without giving effect to its conflict of laws principles. The parties agree that any legal action, suit, or proceeding that arises out of this Grant Agreement shall be brought solely and exclusively in the County of Crawford Court of Common Pleas.

SECTION 15 CONSTRUCTION.

In the event an ambiguity or question of intent or interpretation arises, this Agreement will be

enforced and construed as if drafted jointly by the Parties, and no presumption or burden of proof will arise favoring or disfavoring either party or its construction or interpretation by virtue of the authorship of any of terms or provisions of this Agreement.

SECTION 16 SURVIVAL.

All representations, indemnifications, warranties, and guaranties made in, required by, or given in accordance with this Agreement shall survive termination or expiration of this Agreement in their entirety and shall survive the completion of any work contemplated within this Agreement in their entirety.

SECTION 17 ETHICS.

By signing and entering into this Agreement with the CITY, the GRANTEE represents that it is familiar with all applicable ethics law requirements, including without limitation Sections 102.04 and 3517.13 of the Ohio Revised Code and certifies that it is in compliance with such requirements.

SECTION 18 RECORDS RETENTION AND PUBLIC RECORDS ACT COMPLIANCE.

The GRANTEE shall maintain all records related to this Grant Agreement and the administration of the program for 5 years after the CITY makes final payment or for the period identified in the CITY'S records retention schedule, whichever is longer. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the above-referenced retention period, the GRANTEE shall retain the records until completion of the action and all issues which arise from it or until the end of the above-referenced retention period, whichever is later. All records related to this Grant Agreement and the administration of the program, including but not limited to utility customer grant applications with supporting documents and GRANTEE evaluation records, shall be considered public records, except for statutorily codified exceptions, and subject to inspection and copying by the public pursuant to the requirements of Ohio Revised Code Section 149.43 et. seq.

SECTION 19 ENTIRE AGREEMENT, MODIFICATION AND SEVERABILITY.

This written Grant Agreement represents the entire agreement between the parties and supersedes all previous agreements, written and oral, between the parties. This Grant

Agreement shall not be modified except in writing signed by both parties. In the event any provision of this Grant Agreement is determined to be invalid by a court of competent jurisdiction, such determination shall not affect the validity of other provisions in the Grant Agreement which shall be severable. The parties hereunto have caused this GRANT AGREEMENT to be executed in duplicate on the date of the last signature below.

**UNITED WAY OF NORTH CENTRAL OHIO
"GRANTEE"**

**CITY OF GALION
"CITY"**

By:
Title:

Date: _____

By:
Title:

Date: _____

APPROVED AS TO FORM:

By:

Date: _____