

**MINUTES OF THE REGULAR COUNCIL**  
**MEETING OF THE FOSTORIA CITY COUNCIL HELD (TUESDAY)**  
**MAY 4TH, 2022 AT 6:00 O'CLOCK P.M.**

Council President Kauffman called the regular meeting to order at 6:00 p.m.

Invocation by moment of silence.

Pledge of Allegiance.

It was moved by Councilperson Shaver, seconded by Councilperson Logsdon to excuse Councilpersons Mennel and Cassidy; passed by five (5) votes; Councilpersons Mennel and Cassidy were excused.

It was moved by Councilperson Logsdon, seconded by Councilperson Shaver to amend the minutes changing date and time of the Law & Ordinance meeting; it was moved by Councilperson Mendoza, seconded by Councilperson Lake to approve the amended minutes; passed by five (5) votes; amended minutes were approved.

**COMMUNICATION(S):**

None.

**REPORT OF COMMITTEES.**

**A. FINANCE COMMITTEE:**

Councilperson Shaver stated no new business. Next meeting is scheduled for May 17, 2022, at 5:30 p.m.

**B. PUBLIC AFFAIRS COMMITTEE:**

Councilperson Mendoza stated no new business. Next meeting is scheduled for May 10, 2022, at 6:00 p.m.

**C. LAW AND ORDINANCE COMMITTEE:**

No new business. The next meeting will be on May 17, 2022, at 5:00 p.m.

**REPORT OF OFFICERS:**

**A. MAYOR:**

Mayor Keckler, announced on April 29 is Arbor Day.

May 11, 2022, the Beautification Committee will be traveling to Findlay, Ohio to receive the tree city award.

May 2, 2022, members of Police and Fire visited the Fostoria Elementary School for the handle with care operation, this program is also affiliated with school counselors, where they interacted with kids who experienced a tragedy in their past.

May 5<sup>th</sup>, 2022, at 11 a.m. Libra Martin and Kiwanis planned a National Day of Prayer located on the front lawn of the city building.

May 7, 2022, Farmer's Market downtown Fostoria.

May 15, 2022, at 3 p.m. at the Amphitheater the Fostoria High School band presenting a spring concert. Councilperson Kauffman spoke about the band going to State and placed superior.

Mayor Keckler also acknowledged a few special guests of the Flag Committee, speaker guest was Harry Stops, flag day is June 14, 2022.

Councilperson Shaffer questioned if the City is under any contracts specifying the use of only Spectrum cable choice. Mayor Keckler does not have any contracts of that sort.

**B. SAFETY-SERVICE DIRECTOR:**

Josh Clark, stated the street resurfacing project is almost done in the cemetery and opened bids on the 2022 resurfacing projects. Councilpersons that toured the water treatment plant on April 21, 2022, were impressed with the progress. Councilperson Shaver questioned the tornado sirens that were sounded late during last weeks storm, per Josh Clark this is being researched. Councilperson also questioned the lack of mowing at local businesses. Josh Clark advised that zoning will be handling this issue. Councilperson Logsdon will forward information he received from Ohio AEP regarding wastewater water funding.

**C. LAW DIRECTOR:**

Stephanie Kiser, No report

- \_\_\_\_\_ -Personnel matters, specifically:
- \_\_\_\_\_ -to consider the appointment, employment, dismissal, discipline, promotion, demotion, or compensation of a public employee or official
- \_\_\_\_\_ -to consider the investigation of charges or complaints against a public employee, official, licensee, or regulated individual
- \_\_\_\_\_ -Purchase or sale of property
- \_\_\_\_\_ -Pending or imminent court action
- \_\_\_\_\_ -Collective bargaining matters
- \_\_\_\_\_ -Matters required to be kept confidential.
- \_\_\_\_\_ -Security matters
- \_\_\_\_\_ -Confidential business information of an applicant for economic development assistance

**D. DIRECTOR OF FINANCE:**

Heidi Kauffman stated she is working on fixed assets and asking Councilperson Shaver to sign an extension regarding this, it was moved by Councilperson Logsdon, seconded by Councilperson Shaffer to approve Councilperson Shaver to sign the extension.

**E. PUBLIC:**

Leonard Skonecki, 324 N Countyline St., spoke about the renovations of their Historical Building on North Street.

Steve Kauffman, 406 W Ridge Dr., spoke about his concerns regarding the four ways stop sign at West Ridge Drive and Stratford Lane.

Heidi Kauffman, 406 W Ridge Dr., spoke about her concerns regarding the four ways stop sign at West Ridge Drive and Stratford Lane.

Steve Volpe, 1309 W Ridge Dr., spoke about his concerns regarding the four ways stop sign West Ridge Drive and Stratford Lane.

**Old Business:**

Resolution No.: 2022- 26: To authorize, direct and empower the Mayor, on behalf of the City of Fostoria, Ohio to enter into a Joint Cooperating Agreement between Seneca County, the City of Tiffin and the City of Fostoria for the fiscal year 2022 Community Housing Impact & Preservation (CHIP) program for the purpose of addressing local housing needs, and declaring an emergency to exist. This constitutes a third reading. It was moved by Councilperson Logsdon, seconded by Councilperson Lake to adopt; passed by five (5) votes. The resolution was adopted.

Resolution No.: 2022 - 27: Authorizing, directing, and empowering the Director of Finance to enter into a Memorandum of Agreement for Deposits of Public Funds with Premier Bank, and declaring an emergency to exist. This constitutes a third reading. It was moved by Councilperson Lake, seconded by Councilperson Mendoza to adopt; It was motioned by Councilperson Shaver, seconded by Councilperson Logsdon to amend the reading on the agenda from second to third; passed by five (5) votes. The resolution was adopted.

Ordinance No: 2022 - 28: To amend the traffic control map and file for the City of Fostoria, Ohio, and declaring an emergency. This constitutes a third reading of said ordinance. It was moved by Councilperson Shaffer, seconded by Councilperson Mendoza to adopt; passed by five (5) votes. The ordinance was adopted.

#### **New Business:**

No new business.

#### **MISCELLANEOUS:**

Councilperson Shaffer stated it was a great turnout for the voting polls and a DORA meeting is scheduled at the Learning Center on May 5, 2022, at 6:00 p.m.

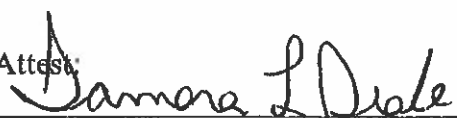
#### **Executive Session:**

- \_\_\_\_\_ - Personnel matters, specifically:
- \_\_\_\_\_ -to consider the appointment, employment, dismissal, discipline, promotion, demotion, or compensation of a public employee or official
- \_\_\_\_\_ -to consider the investigation of charges or complaints against a public employee, official, licensee, or regulated individual
- \_\_\_\_\_ -Purchase or sale of property
- \_\_\_\_\_ -Pending or imminent court action
- \_\_\_\_\_ -Collective bargaining matters
- \_\_\_\_\_ -Matters required to be kept confidential
- \_\_\_\_\_ -Security matters
- \_\_\_\_\_ -Confidential business information of an applicant for economic development Assistance

**ADJOURNMENT:**

It was moved by Councilperson Lake and seconded by Councilperson Shaver to adjourn; passed by five (5) votes. Council adjourned at 6:50 P.M.

  
\_\_\_\_\_  
Council President Kauffman  
of Fostoria City Council

Attest:  
  
\_\_\_\_\_  
Tamara L Drake  
Clerk of Council

~~5-17-22~~ 5-17-22  
Date

CITY OF FOSTORIA, OHIO

Ordinance No.: 2022 - 31  
Requested by: Police Chief/SSD

AN ORDINANCE

To authorize, direct and empower the Director of Public Service and Safety to enter into an agreement for mutual assistance between the Seneca County Commissioners, the Seneca County Sheriff's Office, the City of Tiffin, Tiffin Police Department, Fostoria Fire Department, Fostoria Police Division, and the City of Fostoria, Ohio, and declaring an emergency to exist.

WHEREAS, the local governments of Seneca County, the City of Tiffin, and the City of Fostoria desire to combine resources and to provide for and join in mutual assistance to provide for necessary law enforcement services and protection; and,

WHEREAS, the Director of Public Service and Safety has determined that it would be in the best interest of the City to enter into said Agreement, attached hereto and incorporated herein as though fully re-written herein.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Fostoria, Seneca, Hancock, and Wood Counties, Ohio:

SECTION 1. The Director of Public Service and Safety shall be authorized, directed and empowered to enter into an agreement for mutual assistance between the Seneca County Commissioners, the Seneca County Sheriff's Office, the City of Tiffin, Tiffin Police Department, Fostoria Fire Department, Fostoria Police Division, and the City of Fostoria, Ohio.

SECTION 2. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal actions were in meetings open to the public, and in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.


SECTION 3. This ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare.

THEREFORE, upon the affirmative vote of two-thirds (2/3) of all members elected to council, and signature by the Mayor, this ordinance shall go into immediate force and effect.

Passed this 17<sup>th</sup> day of May, 2022.

  
\_\_\_\_\_  
Steve Kauffman, Council President

ATTEST:

  
Tamara L. Drake, Council Clerk

Filed with me and approved by me this 17<sup>th</sup> day of May, 2022.

  
Eric J. Keckler, Mayor

# **An Agreement Between the Local Governments of the City of Fostoria, the City of Tiffin, and the County of Seneca, Ohio to Establish TEAM NAME.**

THIS AGREEMENT made and entered into in Seneca County, Ohio this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between the following local government entities which exist under and by virtue of the laws of the State of Ohio:

**SENECA COUNTY COMMISSIONERS**

111 Madison St., Tiffin, OH 44883

**CITY OF TIFFIN**

51 E. Market St., Tiffin, OH 44883

**CITY OF FOSTORIA**

213 S. Main St., Fostoria, OH 44830

**SENECA COUNTY SHERIFF'S OFFICE**

3040 S. SR. 100, Tiffin, OH 44883

**TIFFIN POLICE DEPARTMENT**

51 E. Market St., Tiffin, OH 44883

**FOSTORIA POLICE DIVISION**

213 S. Main St., Fostoria, OH 44830

**FOSTORIA FIRE DEPARTMENT**

233 W. South St., Fostoria, OH 44830

WHEREAS, in order to obtain additional law enforcement assistance and protection for the purpose of the protection of life and the reduction of crime, it is the desire of the municipal governments of the City of Tiffin and City of Fostoria to combine resources with the County of Seneca, Ohio to provide for and join in mutual assistance in their interchange and use of their respective personnel, equipment, and their concerted effort to provide the necessary services required in an efficient and effective manner. Such services may include a Special Response Team (SRT), a Crisis Negotiation Team (CNT), a Tactical EMS Team (TEMS), and a Drone Team (DT).

WHEREAS, under Section 737.04 of the Ohio Revised Code which authorizes respective legislative authority of the government entities to enter into an Agreement with other government entities for the services of law enforcement personnel or the use of law enforcement equipment or for the interchange of such service personnel and equipment within the several territories of each agreeing government entity, and that said Agreement shall be in effect not more than five (5) years unless renewed by each government entity.

WHEREAS, as far as it applies to the operation of the law enforcement agencies of the respective governmental bodies, Section 737.04 of the Ohio Revised Code applies to the agreeing political subdivisions and respective law enforcement officers when they are rendering service outside their own subdivisions pursuant to such agreements.

WHEREAS, each of the aforesaid governmental entities has authorized the execution of this Agreement by legislation approved by their respective legislative authorities.

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

1. For the purpose of affording additional law enforcement assistance and protection for themselves and their inhabitants, there shall be an interchange of the services of the law enforcement agencies to use personnel and equipment between the parties hereto.
2. Each of said parties will assist the other parties by responding to any call from the Mayor, Safety Service Director or City Administrator, Chief of Police or Sheriff, or other party designated by them. Any member agency of this agreement will render like services with its personnel, equipment, and/or other emergency vehicles, and will render like services while so responding as it would render to itself and its own inhabitants.
3. That in no case shall any of the parties hereto that are called upon to render such a service be liable in damage to the other party hereto or any of its inhabitants for failure to answer any call, in the delay or lack of speed in answering any such call, or for any inadequacy of equipment, negligent operation of equipment, or for any cause whatsoever growing out of such use of said equipment and personnel, nor shall the party hereto which issued such call be liable in any manner or event for damages or loss of equipment or personnel suffered by the party answering such call.
4. When said authorized person of any of the agreeing political subdivisions call for assistance, he or she shall state the specific emergency or activity requiring participation by any of the parties hereto stated. When such assistance is requested, the authorized person requesting such assistance shall give explicit directions as to the location where such assistance is required.
5. No charge shall be made for the aforesaid service by any of the parties hereto, and each of said parties shall assume the expense of any loss or damage to its own equipment or apparatus which may be incurred while in the other party's legal boundaries or while responding to a call in accordance with or under the terms of this Agreement.
6. All personnel of the responding other parties, while responding to a call for assistance from another member agency, shall be acting within the scope of their employment while responding to or from the responding political subdivision or while acting within the territory of the requesting political subdivision.
7. On any occasion or at any place to which assistance is called under and pursuant to the terms of this Agreement, the senior law enforcement officer on scene or the chief executive officer of the law enforcement agency in the jurisdiction in which the incident occurred shall have full charge and authority over the incident and the assisting personnel and equipment of the other member agencies in the role of incident commander.



8. The members of the law enforcement agencies acting outside the limits of the political subdivision in which they are employed may participate in any pension or indemnity fund established by their employer to the same extent as while acting within their employing political subdivision and are entitled to all the rights and benefits of Sections 4123.01 to 4123.94, inclusive, of the Ohio Revised Code, to the same extent as while performing service within the political subdivision in which they are employed. The pension or indemnity fund of the political subdivision calling for such assistance shall not be liable for any benefits or responsible in any way to any members of the law enforcement officers of the responding other parties.
9. The parties hereto shall not be required to reimburse or indemnify any pension or indemnity fund of the other party for any pension or indemnity award or premium contribution assessed against such party wherein the members of the law enforcement officers are employed, for Worker's Compensation benefits and for casualty insurance premiums arising or incurred by reason of injury to or death of a law enforcement officer as a result of, or occurring while engaged in, law enforcement activity or rendering service to such other party under the terms of this Agreement, or while going to or from the scene of an activity or service, or while responding to a call pursuant to the terms of this Agreement.
10. Any participating agency may, at its discretion, temporarily suspend its involvement or permanently remove itself from this Agreement upon giving the other participating agencies 30 days advanced written notice. In such event, this Agreement shall remain in effect for the remaining participating agencies.
11. Any agency or political subdivision who permanently removes themselves from this Agreement will retain any firearms / firearm accessories or vehicles purchased with local funding for use in this collective venture, but will lose access to all other equipment put into the everyday stores of the collective, such as chemical munitions, ammunition, and breaching equipment.
12. Additional governmental agencies or political subdivisions may be added to this Agreement by signing an addendum following the initial approval of this Agreement. Those governmental agencies or political subdivisions must first meet the requirements outlined in this Agreement, be agreeable to the terms of service, have the approval of their local governmental legislative bodies, and be accepted by the TEAM NAME Board of Directors by unanimous vote.
13. Every participating political subdivision shall have a resolution passed by the local legislative body authorizing them to enter into this agreement. The proper authority within the political subdivision must sign this Agreement, or an addendum to this Agreement as outlined above in Section 12.
14. The executive officer or their designee of each participating agency will serve on a Board of Directors who will provide direction and guidance for the TEAM NAME subject to an administrative manual approved by said Board.

CITY OF FOSTORIA, OHIO

Ordinance No.: 2022 - 30  
Sponsored by: \_\_\_\_\_  
Requested by: SSD

AN ORDINANCE

AN ORDINANCE AUTHORIZING ALL ACTIONS NECESSARY TO ACCEPT NORTHEAST OHIO PUBLIC ENERGY COUNCIL (NOPEC) 2022 ENERGIZED COMMUNITY GRANT(S) FUNDS

WHEREAS, the City of Fostoria, Ohio (the "GRANTEE") is a member of the Northeast Ohio Public Energy Council ("NOPEC") and is eligible for one or more NOPEC Energized Community Grant(s) for 2022 ("NEC Grant(s)") as provided for in the NEC Grant Program guidelines; and

WHEREAS, the GRANTEE wishes to enter into a Grant Agreement with NOPEC, Inc. in substantially the form presented to this Council to receive one or more NEC Grant(s); and

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Fostoria, Seneca, Hancock, and Wood Counties, Ohio:

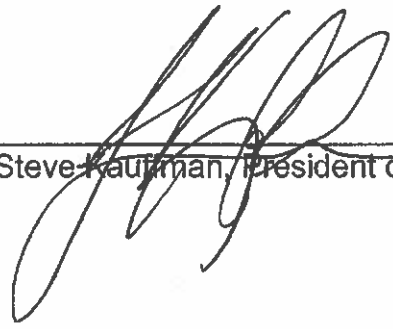
SECTION 1. The Council of the City of Fostoria hereby finds and determines that it is in the best interest of the GRANTEE to accept the NEC Grant(s) for 2022, and authorizes the Mayor to execute the Grant Agreement to accept the NEC Grant(s) funds.


SECTION 2. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal actions were in meetings open to the public, and in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

SECTION 3. This ordinance is declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare.

THEREFORE, upon the affirmative vote of two-thirds (2/3) of all members elected to Council and signature by the Mayor, this ordinance shall go into immediate force and effect.

Passed this 17<sup>th</sup> day of May, 2022.

  
\_\_\_\_\_  
Steve Kaufman, President of Council

ATTEST:  
  
\_\_\_\_\_  
Tamara L. Drake, Clerk of Council

Filed with me and approved by me this 17<sup>th</sup> day of May, 2022.

  
\_\_\_\_\_  
Eric J. Keckler, Mayor

CITY OF FOSTORIA, OHIO

Ordinance No: 2022 - 29

Requested by: Mayor/SSD

AN ORDINANCE

Establishing the position, salary and pay rates for the Office of Sewer and Water Manager for the City of Fostoria, Ohio, and declaring an emergency to exist.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Fostoria, Seneca, Hancock and Wood Counties, Ohio:

Job description and salary are hereby set as follows:

SECTION 1. Office of Sewer and Water Manager

Job Description:

The Office of Sewer and Water Manager will assume all of the duties previously held by “Chief Billing Clerk”, with the additional supervision duties of all other clerks in the office. Also, he/she will be the direct supervisor for all employees assigned as meter readers. The manager will assign daily duties, ensure City of Fostoria policies and procedures are being followed by employees under his/her supervision.

The manager will report directly to the Safety Service Director and work with him/her to implement policies, procedures, and rate structures for the office.

<u>Office of Sewer and Water Manager</u>	<u>Salaries</u>	<u>Hourly</u>
	11-1-2021	11-1-2021
	\$52,852.80	\$25.41
	11-1-2022	11-1-2022
	\$54,438.38	\$26.17
	11-1-2023	11-1-2023
	\$56,071.53	\$26.96
1-12 months	10% less base	
13-24 months	5% less base	
25+ months	10% above highest paid 811 employee	

SECTION 2. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal actions were in meetings open to the public, and in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

SECTION 3. This ordinance is declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare.

Passed this 17<sup>th</sup> day of May, 2022.

  
\_\_\_\_\_  
Steve Kauffman, President of Council

ATTEST:

  
\_\_\_\_\_  
Tamara L. Drake, Clerk of Council

Filed with me and approved by me this 17<sup>th</sup> day of May, 2022.

  
\_\_\_\_\_  
Eric J. Keckler, Mayor

