

Canal Winchester

*Town Hall
10 North High Street
Canal Winchester, OH 43110*



Meeting Agenda

October 2, 2017

6:00 PM

Council Work Session

*Will Bennett-Chair
Bob Clark
Steve Donahue
Bruce Jarvis
Bobbie Mershon
Mike Walker
Jim Wynkoop*

Call To Order

Roll Call

Also In Attendance

Mayor Ebert, Matt Peoples, Lucas Haire, Amanda Jackson

Request for Council Action

[ORD-17-045](#) AN ORDINANCE TO AUTHORIZE THE MAYOR TO ENTER INTO AN AGREEMENT WITH CANAL WINCHESTER HUMAN SERVICES FOR THE PERIOD FROM JANUARY 1, 2018 THROUGH DECEMBER 31, 2020

Attachments: [CW Human Services Contract](#)

[ORD-17-046](#) AN ORDINANCE TO AMEND THE CONTRACT WITH THE FAIRFIELD COUNTY SHERIFF FOR POLICE PROTECTION

Attachments: [Fairfield County Sheriff Contract Amendment](#)

Reports

Amanda Jackson-

Lucas Haire-

Matt Peoples -

Items for Discussion

Old/New Business

Adjournment

ORDINANCE NO. 17-045

AN ORDINANCE TO AUTHORIZE THE MAYOR TO ENTER INTO AN AGREEMENT WITH CANAL WINCHESTER HUMAN SERVICES FOR THE PERIOD FROM JANUARY 1, 2018 THROUGH DECEMBER 31, 2020

WHEREAS, Council hereby finds and determines that it is in the best interest of the City of Canal Winchester to enter into an agreement with Canal Winchester Human Services to establish the financial assistance the City of Canal Winchester shall provide and appropriate participation by the City and reporting by Human Services; and

WHEREAS, the City has participated for a number of years in the program and found that it greatly benefits the members of our community;

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

SECTION 1. That the Mayor be authorized to enter into an agreement with Canal Winchester Human Services from the period from January 1, 2018 through December 31, 2020 as detailed in Exhibit A and incorporated herein by reference.

SECTION 2. That this ordinance shall take effect and be in force from and after the earliest period allowed by law.

DATE PASSED _____

PRESIDENT OF COUNCIL

ATTEST _____
CLERK OF COUNCIL

MAYOR

DATE APPROVED _____

APPROVED AS TO FORM:

LAW DIRECTOR

I hereby certify that the ordinance as set forth above was published for a period of not less than fifteen days after passage by the Council, by posting a copy thereof in not less than three (3) public places in the municipal corporation, as determined by Council and as set forth in the Canal Winchester Charter.

FINANCE DIRECTOR/CLERK OF COUNCIL

AGREEMENT WITH THE CANAL WINCHESTER HUMAN SERVICES

This Agreement between Canal Winchester Human Services (“Human Services”) and the City of Canal Winchester (“City”) is made and entered into this ___ day of _____, 201_.

WITNESSETH:

WHEREAS, the Agreement with Human Services expires on December 31, 2017; and,

WHEREAS, the City desires to continue assisting the needs of the residents of Canal Winchester, Franklin and Fairfield Counties, Ohio; and

WHEREAS, Canal Winchester Human Services provides Emergency Assistance, Senior Transportation, Tools for Schools, Adopt-a-Family and outreach through Community Events;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

Section 1. Human Services agrees to provide Emergency Assistance, Senior Transportation, Tools for Schools, Adopt-a-Family Program, the Community Food Pantry, and outreach through Community Events and such other programs that may be of benefit to the citizens of Canal Winchester from time to time.

Section 2. Human Services will continue to control, supervise and schedule transportation of drivers and maintain program insurance coverage. The program will continue to operate from the Human Services warehouse facility. The Community Center Coordinator and Community Center receptionist will remain employees of the City and continue to operate the Frances Steube Community Center and its programming.

Section 3. In consideration of the services Human Services provides to the City, the City agrees to provide annual financial assistance to Human Services in the amount of \$63,096.00 per year, payable in four equal quarterly installments. Said funds may only be used for the following activities of the Senior Transportation Program (“Permitted Uses”):

- (1) Wages and benefits for drivers;
- (2) Communications equipment;
- (3) Insurance, gasoline or equipment maintenance; and
- (4) Program administration.

Human Services agrees funds not used for the Permitted Uses listed in (1) through (4) above, shall be returned to the City’s Finance Director by January 31st of the subsequent calendar year unless expenses are used for other uses that are approved by City Council.

Human Services will provide quarterly financial statements to the City detailing the use of the funds, number of residents served and purpose of the use. In order to determine the financial assistance provided by the City for future years, Human Services shall submit a budget request to Council no later than September 1st before the next fiscal year begins. The budget request shall include such supporting documents from the prior year's expenses to justify the financial assistance for the year requested. Council, in its discretion, may request additional documentation from Human Services to assist in its appropriation amount determination.

Section 4. Human Services agrees the funds will be used to support transportation for Seniors and disabled individuals who are residents of the City of Canal Winchester (in any school district) or the Canal Winchester Local School District for medical appointments and some quality of life assistance.

Section 5. Human Services shall notify the city of any scope of services area related changes to the Senior Transportation Program no less than 30 days in advance of those changes.

Section 6. Termination of this agreement will require a ninety day (90 day) written notice by either party.

IN WITNESS WHEREOF, the parties have executed this Agreement effective the date first set forth above.

CANAL WINCHESTER AREA HUMAN SERVICES
Franklin/Fairfield County, Ohio

By: _____

CITY OF CANAL WINCHESTER

By: _____
Michael Ebert, Mayor

APPROVED AS TO FORM:

By: _____
Legal Counsel

Fiscal Officer's Certificate

I hereby certify that at the time this Agreement was executed, sufficient funds were appropriated for the purpose of such contract and in the treasury or in the process of collection to the credit of the appropriation fund free of any previous encumbrances.

Finance Director, City of Canal Winchester

ORDINANCE NO. 17-046

AN ORDINANCE TO AMEND THE CONTRACT WITH THE FAIRFIELD COUNTY SHERIFF FOR POLICE PROTECTION

WHEREAS, the City of Canal Winchester has contracted with the Fairfield County Sheriff for police protection for the city as authorized by Ordinance 14-021; and

WHEREAS, Council hereby finds and determines that it is in the best interest of the City of Canal Winchester to amend the contract to include additional staffing;

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

SECTION 1. That the Mayor be authorized to enter into and execute an amendment to the current agreement with the Fairfield County Sheriff for police protection in a form substantially similar to the agreement attached hereto as Exhibit "A" and incorporated herein by reference.

SECTION 2. That this ordinance shall take effect and be in force from and after the earliest period allowed by law.

DATE PASSED _____

PRESIDENT OF COUNCIL

ATTEST _____
CLERK OF COUNCIL

MAYOR

DATE APPROVED _____

APPROVED AS TO FORM:

LAW DIRECTOR

I hereby certify that the ordinance as set forth above was published for a period of not less than fifteen days after passage by the Council, by posting a copy thereof in not less than three (3) public places in the municipal corporation, as determined by Council and as set forth in the Canal Winchester Charter.

CLERK OF COUNCIL

**FIRST AMENDMENT TO THE AGREEMENT WITH THE FAIRFIELD COUNTY
SHERIFF FOR POLICE PROTECTION**

This First Amendment (the “Amendment”) amends a certain **Agreement** entered into between the Sheriff of Fairfield County, Ohio (the “Sheriff”) and the City of Canal Winchester, Ohio (the “City”) and dated June 16, 2014.

RECITALS

- A. The City is a municipal corporation desirous of acquiring additional police protection for the property and residents of the City which is located in both Franklin and Fairfield Counties, Ohio; and
- B. The Sheriff is authorized to enter into a contract with a municipal corporation for the performance of police functions as set forth in Ohio Revised Code Sections 311.29 and 737.04.

WHEREFORE, the Sheriff and the City (the “parties”) hereby agree as follows:

1. Personnel – Pursuant to the terms of paragraph 10 of the Agreement, “Additional Personnel,” paragraph 1 in the Agreement is hereby amended to provide that the Sheriff agrees that, in addition to funding ten (10) deputies to provide three hundred thirty-six (336) hours per week of police protection to the City by assigning exclusively to patrol the City two (2) Deputy Sheriffs for twenty-four (24) hours a day, seven (7) days a week, the Sheriff will also fund a third Deputy Sheriff assigned to exclusively patrol the City, to work a shift to be mutually agreed upon in writing by the Mayor of the City of Canal Winchester and the Fairfield County Sheriff’s Office.
2. Additional Payments – Pursuant to the terms of paragraph 10 of the Agreement, “Additional Personnel,” the City will pay all costs associated with the addition of a third Deputy Sheriff exclusively assigned to patrol the City eight (8) hours, five (5) days a week. The amount of this Additional Annual Payment shall not exceed \$90,000.00. Such costs will be in addition to the payment agreed upon in paragraph 5 of the Agreement, “Annual Payment.”
3. Effective Date – This First Amendment shall commence on January 1, 2018 and shall terminate at 3:00 PM on December 31, 2018.

IN WITNESS WHEREOF, the parties have hereto set their hands this ____ day of _____, 2017.

Dave Phalen
Sheriff
Fairfield County, Ohio

CITY OF CANAL WINCHESTER
COUNTY OF FRANKLIN
STATE OF OHIO

By: _____
Michael Ebert
Mayor

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