AGREEMENT FOR ELECTRONIC MONITORING SERVICES BY AND BETWEEN THE CITY OF MAUMEE ON BEHALF OF THE MAUMEE MUNICIPAL COURT AND THE BOARD OF COMMISSIONERS OF LUCAS COUNTY, OHIO AS APPROVED BY THE LUCAS COUNTY COURT OF COMMON PLEAS, GENERAL TRIAL DIVISION

This Agreement is entered into this _____ day of _____, 2024 ("Effective Date") by and between the City of MAUMEE ("City"), for and on behalf of the Maumee Municipal Court ("MMC") and the Board of Commissioners of Lucas County, Ohio ("Lucas County") for and on behalf of the Lucas County Court of Common Pleas, General Trial Division (LCCP). This Agreement addresses the provision of Electronic Monitoring for MMC's defendants through the Electronic Monitoring Program operated by Lucas County.

WHEREAS, Lucas County is authorized to implement the Electronic Monitoring Program for pretrial and sentenced defendants

WHEREAS, Lucas County has implemented such a Program through the establishment of the Electronic Monitoring Program ("EM Program"); and

WHEREAS, it has been determined that MMC will utilize the Lucas County EM Program administered by LCCP for its pretrial and sentenced defendants, and

WHEREAS, it has been determined that participation in the Lucas County EM Program is beneficial to the City and MMC, as it ultimately aids in the protection of the community through the electronic supervision of pretrial and sentenced defendants, and

WHEREAS, the City is authorized to enter into this Agreement with Lucas County pursuant to City of MAUMEE Ordinance _____passed by Maumee City Council on _____; and

WHEREFORE, Lucas County is authorized to enter into the Agreement pursuant to Resolution No. _____ adopted on _____.

NOW THEREFORE, for good and valuable consideration as hereinafter provided, it is agreed by the Parties as follows:

SECTION I – Scope of Services

1.1 Lucas County agrees to provide supervision services to MMC pretrial and sentenced defendants with felony or misdemeanor charges that are placed on Electronic Monitoring and will accept MMC orders for referral to the EM Program electronically. The following services will be provided as directed by MMC:

a. No more than 12 active units of Electronic Monitoring with Satellite monitoring and tracking (GPS) included, 24 hours per day, at the cost per day per defendant as provided in Exhibit A. This total includes Work Release program units.

b. No more than _____ active Alcohol Monitoring, using Transdermal Alcohol Detection ("TAD"), devices with continuous alcohol monitoring provided 24 hours per day at the cost per day per defendant as provided in Exhibit A.

c. In the event that a felony defendant is bound over or indicted and the felony bond is continued and includes EM, the EM unit will no longer be counted toward MMC totals effective the date the case is bound over or indicted.

1.2 Lucas County shall be responsible for maintaining an accurate log of each type of unit in use. A defendant placed on both TAD and GPS will be counted as one (1) TAD unit and one (1) GPS unit. The number of GPS and TAD units utilized by MMC shall not exceed the numbers specified in Section 1.1. Lucas County EM shall notify the appropriate parties at MMC via email if MMC reaches 95% of its available units in use.

1.3 Lucas County EM staff shall be responsible for screening all pretrial and sentenced defendants for placement in the EM Program, including obtaining and verifying pretrial and sentenced defendant address, phone number and other information necessary to accomplish EM Program placement. In the event a pretrial or sentenced defendant provides information that cannot be verified, resulting in ineligibility for the EM program, the EM Program shall communicate such program ineligibility to MMC within two business days of the referral.

1.4 The Lucas County EM Program shall provide 24 hours a day/7 days a week staffing of critical alerts as described in Exhibit B. Upon receipt of critical alerts that violate EM Program conditions, EM supervision staff will respond in accordance with established policy, tracking the pretrial and sentenced defendant's physical location through EM, requesting law enforcement checks and requesting a temporary warrant as necessary.

1.5 Lucas County EM staff shall be available to accomplish hook-ups of pretrial and sentenced defendants from 8:30 a.m. to 4:30 p.m., Monday to Friday (except designated holidays), at the Lucas County Corrections Center or Lucas County Electronic Monitoring office. Every effort will be made to notify MMC or Lucas County EM of modifications of scheduled hours of operation or exigent needs that require unscheduled closures. Lucas County EM will strive to provide same day hook-ups of MMC referrals.

1.6 The Director of the Lucas County Electronic Monitoring Program shall administer the EM Program for MMC in accordance with the policies and procedures approved by LCCP and as modified due to exigent circumstances, maintain accurate records as to MMC participants in the EM Program, and respond to routine MMC requests for pretrial and sentenced defendant status information no later than the next business day. Draf changes to EM program policies shall be provided to MMC for comment and feedback prior to finalization. Updated copies of program policies and procedures shall be provided to MMC prior to the date of implementation.

1.7 MMC will require pretrial and sentenced defendants participating in the EM Program to abide by the rules and requirements stated in the Lucas County Electronic Monitoring Program Client Conditions form. Updated copies of the Client Conditions form shall be provided to MMC.

1.8 MMC acknowledges the authority of the Director and staff of the Electronic Monitoring Program to administer and oversee the supervision of MMC defendants. Absent a separate agreement to the contrary, LCCP will not continue supervision for pretrial or sentenced defendants whose EM has been removed.

SECTION II – Terms and Extension

2.1 This Agreement is for the Term commencing January 1, 2025 through December 31, 2025. Subject to yearly rate modifications, this agreement shall renew automatically for three (3) consecutive one (1) year renewal terms unless terminated by either party pursuant to Section VI.

2.2 Any changes in fees, unit rates, and overhead expenses shall be agreed to by MMC prior to being effective. Should MMC fail to agree to any changes after good faith negotiation with LCCP, this agreement shall terminate upon 90 days' notice.

SECTION III – Fees, Invoicing and Reports

3.1 In additional to the unit costs identified in Section 1.1 and Exhibit A, there will be an overhead cost component for providing electronic monitoring service. Exhibit C represents the overhead costs for the EM program for 2025. MMC agrees to pay a percentage of the overhead costs equal to their percentage of usage volume. Exhibit C shall be updated every year with revised reasonable operational expenses and a revised MMC usage percentage and distributed by the EM program by September of each year as an addendum to this contract so MMC can include the cost to their budget process.

The percentage volume will be calculated by determining the total unit usage for the EM program from August of the previous year through July of the current year and the MMC usage in the same period. Then the MMC usage number will be divided by the total usage volume. This percentage will be the percentage of the overhead expenses that MMC will be billed.

MMC's overhead and unit expense shall be reduced by the amount agreed to by Lucas County and identified in Exhibit C. MMC's annual overhead cost will be $27,604.14. This cost shall be divided into 12 monthly payments of $2,300.35 and the EM Program will invoice MMC each month for this expense along with any associated unit costs.

The invoice provided by Lucas County to MMC shall include the name of a pretrial or sentenced defendant, RID, case number referred to EM program, type of unit, daily amount of unit, dates during the billing period the pretrial or sentenced defendant was ordered to the unit, and total cost for month by pretrial or sentenced defendant. Any discrepancies with the amount billed shall be discussed with the Electronic Monitoring Unit Manager. MMC agrees to pay the full amount of each invoice within 30 days of receipt. Lucas County reserves the right to terminate or reduce services based on non-payment of invoices.

3.2 MMC shall pay for the number of units and at the rate specified in section 1.1 and Exhibit A. Lucas County EM Program is not responsible for collecting monitoring fees from defendants.

3.3 Lucas County EM Program shall cooperate in ensuring the availability of dashboards and reports that track EM Program population, including name, RID, case numbers referred for EM, other pending cases, start and termination date of EM orders, total number of days on EM and next court date.

3.4 Lucas County EM Program shall provide email notice within one business day for EM Program completions, violations, and failures to report for hook-ups as ordered.

SECTION IV – Medical Treatment/Costs

All medically-related costs, including hospitalizations incurred by the pretrial and sentenced defendants while participating in the Electronic Monitoring Program, shall be the defendant's responsibility, as so ordered of each defendant by the Court. In the event the pretrial or sentenced defendant requires hospitalization, the Lucas County staff shall notify the appropriate MMC staff member that the defendant has been hospitalized and may not be available to appear in court for scheduled events. Whenever possible Lucas County EM staff will notify the appropriate MMC staff member when the pretrial or sentenced defendant is released from the hospital.

SECTION V – Liability

5.1 Lucas County shall be solely liable for any and all liabilities, losses, obligations, claims, damages, penalties, suits, actions, judgments, costs and expenses of whatever nature, which are incurred or brought about as a result of injury to or death of persons or damages to or loss of property caused by acts or omissions to act of Lucas County, its Officers, Agents, Servants and Employees, arising out of the performance of this Agreement, except where the separate intervening negligence of the City and MMC, its Officers, Agents, Servants, and Employees or a third party is a proximate cause of the accident, injury, death or damage to property.

5.2 The City and MMC shall be solely liable for any and all liabilities, losses, obligations, claims, damages, penalties, suits, actions, judgments, costs and expenses of whatever nature, which are incurred or brought about as a result of injury to or death of persons or damages to or loss of property caused by acts or omissions to act of the City and MMC, its Officers, Agents, Servants and Employees, arising out of the performance of this Agreement, except where the separate intervening negligence of its Officers, Agents, Servants and Employees, or a third party is a proximate cause of the accident, injury, death, or damage to property.

SECTION VI – Termination

6.1 This Agreement may be terminated by either party upon 9au0 days written notice.

SECTION VII – Amendment

This agreement may be amended from time to time in writing by the Parties, provided that such amendment shall be attached hereto, signed by the Parties, and become a part hereof.

SECTION VIII – Assignment

Neither Party may assign or transfer rights and obligations under this Agreement without the written consent of the other Party.

SECTION IX – Non-Discrimination

Each party to this Agreement shall not discriminate against any employee or defendant because of race, color, religion, sex, age, national origin, ancestry, disability, sexual orientation, marital status, Veteran Status, or any other status protected by law.

SECTION X – Compliance with the Laws

The City, MMC and LCCP, and Lucas County shall comply with all Federal and State of Ohio constitutions, laws and regulations, rules and/or the Charter of Laws of the City of Maumee now or hereafter in force, which may be applicable to the supervision of pretrial or sentenced defendants under this Agreement. Any covenant or provision of this Agreement shall be void and unenforceable to the extent that it violates Federal or State of Ohio constitutions, laws or regulations, rules and/or the Charter of Laws of the City of Maumee. If any provision of this Agreement is held to be invalid, such determination shall not affect the validity of the remaining provisions of this Agreement.

SECTION XI – Governing Law

This Agreement shall be governed by and interpreted under the laws of the State of Ohio, and any action or proceeding arising from this Agreement shall be commenced in a Court of competent jurisdiction located in Lucas County, Ohio.

SECTION XII – Notices

Any notice of other communications required or permitted under this Agreement will be in writing and will be deemed sufficiently given when delivered in hand, email, or ten (10) days after being mailed by first-class United States mail, postage prepaid, and in each instance addressed as follows:

In the case of the City:
City of Maumee
Attention:

, OH
Email:

In the case of MMC:
Maumee Municipal Court
Attention: Andrea Shrewsberry, Court Administrator
400 Conant Street
Maumee, OH 43537
Email: Shrewsberry-Andrea@maumee.org

In the case of Lucas County:
Board of Commissioners of Lucas County, Ohio
Attention: Matt Heyrman/Cheri Crane
One Government Center, Suite 800
Toledo, OH 43604
Email: ccrane@co.lucas.oh.us and mheyrman@co.lucas.oh.us

Lucas County Court of Common Pleas
Attention: Tim Lubbe, Court Administrator
700 Adams St.
Toledo, OH 43604
Email: tlubbe@co.lucas.oh.us

Lucas County, the City and/or MMC may from time to time change its designated recipient or address for notification purposes by giving written notice of the new designated recipient or address and the date upon which it will become effective.

SECTION XIII – Captions and Interpretations

The Article and Section captions are for reference and convenience only, and shall not enter into the interpretation of this Agreement.

IN WITNESS HEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date. The signatories hereto affirm that they are authorized to legally bind their respective entities.

CITY OF MAUMEE

By:_____
James MacDonald, Mayor

By:_____
Jennifer Harkey, Director of Finance

BOARD OF LUCAS COUNTY COMMISSIONERS

_____
Pete Gerken, Commissioner

_____
Lisa A. Sobecki, Commissioner

_____
Anita Lopez, Commissioner

Approved as to Content:

_____
Michael Goulding, Administrative Judge,
Lucas County Common Pleas Court

_____
Daniel Hazard, Presiding Judge, Maumee
Municipal Court

Approved as to Form:

Alan Lehenbauer
Alan Lehenbauer, Law Director, City of
Maumee

_____
John Borell, Lucas County Prosecutor's
Office

EXHIBIT A

Pursuant to the Agreement for Electronic Monitoring Services, the cost to TMC for the Electronic Monitoring with Satellite and monitoring and tracking (GPS) and Alcohol Monitoring using Transdermal Alcohol Detection (TAD) devices shall be as follows:

A. Electronic Monitoring with Satellite and monitoring and tracking (GPS) Unit

GPS (LOC8)

Component Rental:	$1.65 per unit per day
Service: (GPS collection rate once (1) per minute, data Transmission every 30 minutes, Wi-Fi locate every 5 minutes If GPS not found), no cell tower locate (if GPS not found), With data transmission at zone crossing.	$1.30 per unit per day
Total GPS (LOC8) Charge:	**$2.95 per unit per day**

Possible Additional Costs:

1. GPS (LOC8) Unit No-Charge Spares: Each month on behalf of TMC, Lucas County EM shall keep a quantity of GPS (LOC8) units equal to, but not to exceed, 30% of that month's average number of active GPS (LOC8) units per day in its possession at no charge. For any inactive GPS (LOC8) units in excess of the 30% allowance, TMC will incur the component rental cost of $1.65 per unit per day.

2. GPS (LOC8) Unit Loss or Damage: Each year, the costs associated with replacing lost, stolen, or damaged units equals to, but not to exceed, 25% of the average daily total number of active TAD Cellular HomeBase units used by TMC shall be covered at no cost to TMC. TMC will be responsible for all costs related to replacing lost, stolen or damaged GPS (LOC8) equipment in excess of the 25% allowance.

3. Replacement Costs: GPS (LOC8) Tracking Unit - $1,560.00 each; LOC8 Beacon - $250.00 each.

4. Additional Supplies: GPS (LOC8) Wall Charger - $49.00 each; GPS (LOC8) Pod Battery - $35.00 each.

B. Alcohol Monitoring using Transdermal Alcohol Detection (TAD) Devices

TAD Plus Cellular - Alcohol Only Charges:

TAD Monitoring Unit Rental Charge:	$3.15	per unit per day
TAD Cellular HomeBase Unit Rental Surcharge:	$1.25	per unit per day
TAD Alcohol Only Monitoring Unit Service Charge:	$1.95	per unit per active day
Total TAD Plus Cellular – Alcohol Only Charge:	**$6.35**	**per unit per day**

Possible Additional Costs:

1. TAD Unit No-charge Spares: Each month on behalf of TMC, Lucas County EM shall keep a quantity of TAD monitoring units equal to, but not to exceed, 30% of that month's average number of active TAD monitoring units per day in its possession at no charge. For any inactive TAD monitoring units in excess of the 30% allowance, TMC will incur the rental charge of $3.15 per unit per day.

2. TAD Unit Loss or Damage: Each year, the costs associated with replacing lost, stolen, or damaged units equal to, but not to exceed, 25% of the average daily total number of active TAD monitoring units used by TMC shall be covered at no cost to TMC. Replacement costs for TAD monitoring units above the 25% allowance are $1,000.00 each.

EXHIBIT A

3. TAD Cellular HomeBase No-charge Spares: Each month on behalf of TMC, Lucas County EM shall keep a quantity of TAD Cellular HomeBase units equal to, but not to exceed, 30% of that month's average number of active TAD Cellular HomeBases per day in its possession at no charge. For any inactive TAD Cellular HomeBase units in excess of the 30% allowance, TMC will incur the rental surcharge cost of $1.25 per unit per day.

4. TAD Cellular HomeBase Loss or Damage: Each year, the costs associated with replacing lost, stolen, or damaged units equals to, but not to exceed, 25% of the average daily total number of active TAD Cellular HomeBase units used by TMC shall be covered at no cost to TMC. Replacement costs for TAD units above the 25% allowance is $1,240.00 each.

Lucas County Court of Common Pleas Regional Court Services Electronic Monitoring Program	Effective Date: 8/19/03 Revised Date: 11/22/23	Section: Monitoring Center
	☐ New ☑ Revised	Subject: Critical Alerts (Exhibit B)
		Page 1 of 1

ALERT DESCRIPTION

EXCLUSION ZONE ENTER

Client is in restricted zone. Check if the client immediately left. If s/he has not left, contact client and instruct them to immediately exit the area. Place client in Pursuit Mode. Call victim and advise them the client has entered exclusion zone and authorities are being contacted. Call local non-emergency dispatch for possible domestic situation and request an emergency wellness check. Check Mapping, if client has not left Exclusion Zone, file a warrant.

FAILED TO ENTER INCLUSION ZONE

Client is more than 15 minutes – 2 hours late returning to their residence after being scheduled out. Check Calendar for expected return time. Review Mapping to see if client is at work or hospital, if so, check every two hours until return to Inclusion Zone. If in unapproved area, contact the client and ask for explanation of alert. Instruct client to immediately return to Inclusion Zone, allowing for reasonable travel time. If unable to contact the client, check Mapping to make sure client has not returned and file a warrant.

INCLUSION ZONE LEAVE

Client has left more than 15 minutes – 2 hours early, left without permission, or they have gone farther than their zone allows. Review Mapping to see if client is at work or hospital, if so check every two hours until return to Inclusion Zone. If in unapproved area, contact the client and ask for explanation of alert. Instruct client to immediately return to Inclusion Zone, allowing for reasonable travel time. If unable to contact the client, check Mapping to make sure client has not returned and file a warrant.

TRACKER MISSED CALLBACK

The GPS has not called out information due to no power/bad signal. Contact client and instruct them to immediately connect the unit to their external battery. After they do this, check Alerts to see if alert clears. If this does not work, have them go outside for a couple of minutes. If alert cannot clear or you are unable to contact client, contact victim (if applicable) and advise them client is no longer able to be monitored. Call local non-emergency dispatch for possible domestic situation and request an emergency wellness check. Check Alerts to make sure it has not been cleared and file a warrant.

TRACKER STRAP TAMPER

The tracker is not making a full circuit around the ankle. It has been damaged or removed. Check Alerts to see if alert cleared. If alert cannot clear, contact victim (if applicable) and advise them client is no longer able to be monitored. Call local non-emergency dispatch for possible domestic situation and request an emergency wellness check. Check Alerts to make sure it has not been cleared and file a warrant.

MEDICAL CALLS- Do not deny medical treatment. Clients are allowed to go to any hospital within reasonable distance with a ride or ambulance. They may also go to the hospital with their children.

EM CLIENT ARRESTED- If a Lucas County EM client has been booked and is going to be held, the following must be done:

Document arrest information in the case management system
Holder is to be placed

CLIENT IS BEING KICKED OUT OF RESIDENCE OR ASKS TO MOVE

Use judgement….if a client is asking to move after hours it must be because they have to, not because they want to.

Check case management system to ensure it is not a Court-Ordered Residence. If it is, their only other option is LCCC and a warrant will need to be obtained. File a "No Habitation" warrant.

EXHIBIT C

Budget Estimates For Electronic Monitoring

Overhead Expenses
Year: 2025

Account	Cost
510001-Salaries	1,172,176.07
510003-Salaries Part Time	0.00
510005-Salaries Over Time	25,806.85
520001-OPERS	173,376.55
520002-Medicare	17,370.75
520004-Workers Compensation	11,740.23
520005-Health Insurance	303,319.53
530001-Uniforms	0.00
500000-Payroll Expenditures	**1,703,789.98**
610002-Contract Services	TBD
610005-Contract Repairs	1,080.00
610019-Professional Services	75.00
610024-Fees	0.00
610000-Charges & Services	**1,155.00**
630006-Supplies	7,320.00
630009-Drug Testing	0.00
630013-Postage	40.00
630000-Materials & Supplies	**7,360.00**
640018-Telecommunications	7,104.00
640024-Training	5,400.00
640000-Operating Expenses	**12,504.00**
660010-Miscellaneous	50.00
660000-Miscellaneous Expenditures	**50.00**
670001-Equipment	400.00
670000-Capital Outlay	**400.00**
600000-Total Non Personnel Expenditures	**21,469.00**
Grand Total	**1,725,258.98**

2023-2024 Case Management by Court

	Intakes	Average Daily Population	Terminations	Violations	Average
LUCCMP	40%	60%	40%	53%	48%
TOLMCT	40%	23%	40%	29%	33%
SYLMCT	18%	14%	18%	15%	16%
MAUMCT	2%	2%	2%	3%	2%
OREMCT	0.16%	0.11%	0.12%	0.00%	0.10%
TOTAL	100%	100%	100%	100%	100%

Total 2025 Overhead Costs	$1,725,258.98
MMC Average	2%
MMC's Portion of Overhead Costs	$34,505.18
Lucas County Yearly Subsidy @ 20%	$6,901.04
MMC's Yearly Overhead Total After Subsidy	$27,604.14
MMC Overhead Share Per Month	**$2,300.35**

Budget Estimates For Electronic Monitoring
Per Unit Cost at 100% Usage
Year: 2025

	GPS			TAD		
	Number	Daily Cost Per Unit	Total Cost Per Year	Number	Daily Cost Per Unit	Total Cost Per Year
Contracted Units	0	$2.95	$0.00	0	$6.35	$0.00
Subsidized by County (only GPS)	12	$2.95	$12,921.00	0	$6.35	$0.00
Billed to MMC Annually			$0.00			$0.00
Spare Unit Cost Estimate			$807.69			

MMC Annual Unit Cost	$807.69
Grand Total Average Monthly Cost (GPS and TAD)	**$67.31**

Projected Monthly Cost for MMC EM Program (Overhead and Units)	**$2,367.65**

2024 General Fund Budget

Fund Number /Description	Department Number/Description	Program Code	Account Code	Account Desription	Project Number /Description	Yearly Allocation
1010-General Fund	160002-Regional Court Services	51	510001	Salaries	00000-NIL	2,445,107.81
1010-General Fund	160002-Regional Court Services	51	510003	Salaries Part Time	00000-NIL	103,197.79
1010-General Fund	160002-Regional Court Services	51	510005	Salaries Over Time	00000-NIL	70,000.00
1010-General Fund	160002-Regional Court Services	51	520001	OPERS	00000-NIL	369,069.42
1010-General Fund	160002-Regional Court Services	51	520002	Medicare	00000-NIL	37,965.43
1010-General Fund	160002-Regional Court Services	51	530001	Uniforms	00000-NIL	500.00
1010-General Fund	160002-Regional Court Services	51	610000	Charges & Services	00000-NIL	426,863.55
1010-General Fund	160002-Regional Court Services	51	630000	Materials & Supplies	00000-NIL	294,265.00
1010-General Fund	160002-Regional Court Services	51	640000	Operating Expenses	00000-NIL	20,697.00
1010-General Fund	160002-Regional Court Services	51	660000	Miscellaneous Expenditures	00000-NIL	200.00
1010-General Fund	160002-Regional Court Services	51	670000	Capital Outlay	00000-NIL	2,125.00
1010-General Fund	160003-Adult Probation	51	510001	Salaries	00000-NIL	2,452,204.77
1010-General Fund	160003-Adult Probation	51	510005	Salaries Over Time	00000-NIL	5,000.00
1010-General Fund	160003-Adult Probation	51	520001	OPERS	00000-NIL	344,008.67
1010-General Fund	160003-Adult Probation	51	520002	Medicare	00000-NIL	35,629.47
1010-General Fund	160003-Adult Probation	51	610000	Charges & Services	00000-NIL	11,389.98
1010-General Fund	160003-Adult Probation	51	630000	Materials & Supplies	00000-NIL	15,500.00
1010-General Fund	160003-Adult Probation	51	640000	Operating Expenses	00000-NIL	29,850.00
1010-General Fund	160003-Adult Probation	51	660000	Miscellaneous Expenditures	00000-NIL	300.00
1010-General Fund	160003-Adult Probation	51	670000	Capital Outlay	00000-NIL	119,000.00
1010-General Fund	160007-Integrated Justice System	67	510001	Salaries	00000-NIL	651,955.82
1010-General Fund	160007-Integrated Justice System	67	520001	OPERS	00000-NIL	91,273.82
1010-General Fund	160007-Integrated Justice System	67	520002	Medicare	00000-NIL	9,453.36
1010-General Fund	160007-Integrated Justice System	67	610000	Charges & Services	00000-NIL	913,589.00
1010-General Fund	160007-Integrated Justice System	67	630000	Materials & Supplies	00000-NIL	4,500.00
1010-General Fund	160007-Integrated Justice System	67	640000	Operating Expenses	00000-NIL	3,088.00

RULES AND REGULATIONS
RIVERSIDE CEMETERY
Maumee, Ohio 43537

Phone: 419-897-7150
Fax: 419-897-7156

Effective October 7, 2024

Table of Contents

Section	Page
Introduction	1
Purpose	1
General Regulations	
General	1
Purchase of Lots	2
Ownership Rights of Interment	2
Interment	2, 3
Disinterment / Removals	3
Indigent Burial	3
Monument Specifications	3
Marker Cleaning and Repair	3
Privileges and Restrictions	
Hours of Operation	4
Conduct of Visitors	4
Care of Graves	4
Trees and Shrubs	5
Flower and Floral Decorations	5
Suggestions	
Suggestions	5

RIVERSIDE CEMETERY
RULES AND REGULATIONS

INTRODUCTION

The cemetery is older than the City itself as records show the first burial was made in 1835, but the Village of Maumee was not incorporated until three years later in 1838. The first person to be buried in the cemetery was William S. Smith, three-year-old son of J.W. and V.E. Smith. That was on August 8, 1835. Two persons were buried in 1836, James Jackson, 75, on February 4 and Amos Clark, 15, son of Elijah and M. Clark, on September 13. Although the cemetery opened in 1835, it was 1900 before the village began issuing deeds to lot owners. The first deed transferred four lots of four graves each to Maumee Lodge No. 682, Independent Order of Odd Fellows. Purchase price was $1.00 per lot. Shortly after that the price was raised to $5.00 and by the time deeds numbered three and four were issued in the fall of 1900 the price was $10.00. The cemetery is managed and maintained by the Department of Public Service.

PURPOSE

The rules herein established are designed for the protection of lot owners. Enforcement of these Rules and Regulations will help protect our cemetery and create and preserve its beauty. It is the intention of Cemetery management and city council to establish and enforce rules/regulations for the express purpose of ensuring that Riverside Cemetery continues to remain one of the City of Maumee's major assets.

GENERAL REGULATIONS

1. General

a. Riverside Cemetery shall be under the control of the duly appointed City of Maumee Department of Public Service and its designated Cemetery Sexton. They shall maintain the drives and fences and keep in generally good condition all burial lots and grassed areas. The Cemetery Sexton shall be responsible for planting and maintaining any and all trees, shrubs and groundcovers.

b. Residents are those who reside within the corporate boundaries of the City of Maumee. All others are considered nonresidents.

c. In cases where a grave space is purchased by a resident, paying a resident price but used for the burial of a non-resident, the interment fee will be at the non-resident pricing at the time of the burial.

d. The cost of graves, foundations, interments and any other charges are established from time to time by City Council. Copies of the fee schedule can be obtained at the cemetery office.

e. In order to perpetuate the beauty and continuity of the cemetery, Riverside Cemetery reserves the right to enforce all rules and regulation.

2. Purchase of Lots

a. The cemetery will take all reasonable precautions to protect grave owners and the property rights of grave owners, within the cemetery, from loss or damage; but the cemetery distinctly disclaims all responsibility for loss or damage from causes beyond its reasonable control, and especially from damage caused by the elements, an act of God, common enemy, thieves, vandals, strikers, malicious mischief makers, explosions, unavoidable accidents, invasions, insurrections, riots, or order of any military or civil authority, whether the damage be direct or collateral, other than as herein provided.

b. Purchasers of a grave shall receive a deed entitling them use of said grave for burial of human remains, subject to the Rules and Regulations of Riverside Cemetery, the Ordinances of the City of Maumee and the laws of the State of Ohio.

c. Graves can be sold once purchased, only at the original purchase price.

d. Riverside Cemetery reserves the right to modify the layout of the cemetery as appropriate.

e. Riverside cemetery reserves the right to move an upright marker to facilitate grave digging.

f. The City of Maumee Department of Public Service reserves the right to exclude from any lot, any headstone, monument, or other structure, or other object, which may conflict with the regulations, or which may be considered hazardous or offensive to the public or injurious to the general appearance of the grounds, lawns or graves.

3. Ownership Rights of Interment

a. Upon the death of the holder or part-holder of a grave, the rights of said grave will descend to his/her heirs as stated in the will or in accordance with the laws of descent of the State of Ohio.

b. If the owner of a grave gives permission for others to be buried on a remaining grave, this permission must be given in writing to the cemetery office, and the owner's signature shall be notarized.

4. Interment

a. Burials shall be permitted only with a proper burial permit signed by the funeral director. All charges for opening and closing of a grave space shall be paid in full before burial is made.

b. The Cemetery Sexton shall be notified at least 24 hours prior to the time of interment excluding Saturday, Sunday and holidays.

c. All caskets of the deceased are to be encased in a top sealed concrete vault or grave liner. (Caskets for infants shall be encased in a non-decomposable baby vault.)

d. All funerals on entering the cemetery shall be under the charge of the Cemetery Sexton.

e. All burials shall conform to the rules of the Board of Health of the State of Ohio. All graves shall be dug by cemetery personnel and shall be paid for in advance, or guaranteed by the funeral director. The interment of multiple bodies in one grave is permitted only under the approval of the Cemetery Sexton or Department of Public Service.

5. Disinterment / Removals

a. Disinterment shall be arranged with the Cemetery Sexton upon notice of one (1) week, will be made during regular business hours and paid for in advance.

b. Disinterment's will be made in the manner prescribed by the laws of the State of Ohio.

6. Indigent Burial

a. The Director of Finance is authorized to pay up to $550.00 toward cremation services or provide a free grave to bury indigent dead residents of the City of Maumee.

b. Rules and regulations established by the Director of Public Service and approved by council must be followed. This includes providing proof of residency and income, a death certificate, copy of obituary and itemized statement of burial expenses upon application for payment.

7. Monument Specifications

a. Burial stones, footstones, or any form of monument shall be approved as to material, design and location as proper by the Cemetery Sexton and/or the Department of Public Service upon application for a foundation.

b. All monuments shall be placed on a concrete foundation. These foundations must be a minimum of 6 " larger than the monument in length and width. Only cemetery personnel can prepare these foundations.

c. Monuments and memorials may not be set without prior approval and confirmation of exact grave location by Cemetery Sexton. Any unauthorized memorial work will be removed from the grave until proper arrangements have been made at the Department of Public Service office and will be at the expense of the owner.

d. Cemetery personnel will not help unload or place any markers for the monument company.

e. Markers shall not exceed 36 " in overall height, 39" in overall length/width for a single grave space or 60" in overall length/width for two grave spaces and 18" in depth. Any monuments over two grave spaces shall be approved by the Cemetery Sexton.

8. Marker Cleaning and Repair

a. Over time, there will be normal aging and upkeep required for all of the monuments and markers in the cemetery and are the personal property of the grave owner and the grave owner's family or relatives and thus the maintenance and care are the responsibility of the owner or the owner's family or relatives. Repairs and maintenance can be obtained from local monument companies. The Director of Public Service and/or the Cemetery sexton are authorized to grant permission to individuals or groups to clean Veteran grave markers at their expense, that have not been maintained or are in need of cleaning.

PRIVILEGES AND RESTRICTIONS

1. Hours of Public Access

a. No person without the consent of the Director of Public Service shall be permitted on the cemetery grounds except from sunrise to sunset.

2. Conduct of Visitors

a. Visitors are expected to conduct themselves in a manner that accords due respect to the deceased.

b. Visitors are requested to use the walks and drives.

c. No motorized or non-motorized vehicles shall be driven in excess of 5 miles per hour.

d. All vehicles (including bicycles) shall be permitted only upon paved or stoned driveways. Horses will be allowed in the Cemetery only at funeral processions or parades. Snowmobiles or other forms of recreational transportation will not be allowed in the Cemetery.

e. Loud noises, loud, boisterous or profane language will not be allowed.

f. Discharge of firearms, per Ohio revised code, will be permitted only as part of military services, funerals or ceremonies. Possession of a firearm shall be in accordance with ORC 2923.126 (c) and 2923.126 (cx3).

g. Any building, burial stone, plant or tree shall not be defaced, injured, marked upon or removed.

h. Intoxicating beverages and/or illegal drugs will not be allowed.

i. No advertising, selling or soliciting will be permitted.

j. All persons within the cemetery are prohibited from:
   - Gathering flowers (wild, cultivated or artificial);
   - Feeding and/or disturbing the birds and wildlife.

k. Funeral corteges and all persons entering the Cemetery shall be required to follow directions from the Sexton or cemetery personnel.

l. Musical instruments or appropriate sound reproducing equipment shall be permitted in funeral services with the permission of the Cemetery Sexton.

3. Care of Graves

a. No person or persons not employed by the Cemetery shall excavate any earth, lay or remove any sod, alter the grade of any grave within the Cemetery either on or about his own grave or the graves of others, or plant any tree or shrub without approval of the Sexton.

b. Winter decorations will be removed by April 15 each year if not removed prior.

4. Trees and Shrubs

a. The cemetery will undertake to maintain, as may be practicable, the planting of trees and shrubs, to preserve and maintain landscape features, but does not undertake to maintain individual plantings as allowed by the Board.

b. The cemetery is not responsible for personal items and/or other property left, lost or placed on lots or graves.

5. Flower and Floral Decorations Policy

a. Floral tributes, wreaths, etc. may be placed upon monuments in a regulation non-glass container any time of the year. Flowers, including burial service flowers, will be removed when they become unsightly, discolored or wilted. All items shall be placed on the foundation when possible.

SUGGESTIONS

1. Prospective patrons may feel free to visit the Cemetery for information without obligation to select.

2. Lot owners are urged to contact the Cemetery at any time if the meaning or intent of these Rules and Regulations are not clear, or if other information is desired.

DISCLAIMER

The Cemetery is intended to serve as the final resting place for qualified persons and it is essential that certain guidelines exist to ensure that the integrity, beauty and maintenance of the cemetery not be interrupted. All lot owners, visitors and contractors who perform work within the cemetery shall be subject to these Rules & Regulations. Although these Rules & Regulations are comprehensive in scope, they are not all encompassing. It is recognized that situations not addressed within this document may arise from time to time. In those instances, the City Administrator in consultation with the sexton will review the matter and issue its disposition. In all instances, the decision is final and may not be appealed.

These Rules and Regulations supersede and replace any/all previously issued Rules and Regulations and are effective October 7, 2024.

DECLARATION

I, the undersigned, do hereby affirm that I have read and understand Riverside Cemetery's rules and regulations and agree to abide by them.

Signature: _____

Date: _____

Signature: _____

Date: _____

Remember Veteran Grave Markers Inc.

Standard 1

First, Do No Harm!

by Dr. James N. Phillips Jr

RVGM Inc (c) January 24, 2024

Overview

RVGM Inc Standard 1, referred to as Standard 1, represents the means, methods, protocols, and procedures used by RVGM Inc to carry out its mission of Awareness and Education about the public's need to address the condition Government Issued Veteran Grave Markers and Headstones found in private and municipal cemeteries in Lucas County, Ohio.

RVGM Inc is a public charity which focuses on the awareness and education on Government-issued Veteran Headstones and Grave Markers located at municipal and private cemeteries in Lucas County Ohio.

The motto of RVGM Inc., is "Preserve, Honor, and Remember" which summarizes our objective.

The method RVGM Inc uses is actual cleaning of Veteran Headstones and Grave Markers.

The means by which RVGM Inc carries out awareness and education is through the use of public instructional/informational videos and other presentations to the public.

Preserve, Honor, and Remember

RVGM Inc carries out its mission of awareness and education through and by addressing the need to preserve, honor, and remember Veterans who received a Government-issued Grave Markers and Headstones.

Limitation of Service

RVGM Inc does not address ALL VETERAN headstones and grave markers, only the Veterans having Government-issued Grave Markers and Headstones. The reason is simple, the cleaning regimen for Government-issued Headstones and Grave Markers is known. For private markers, it requires a higher degree of approval and includes a potential risk of damage.

First Do No Harm

Standard 1 embodies the *First do no harm* philosophy. Accordingly we subscribe to industry best practices as expressed by the National Cemetery Administration (NCA) of the Department of Veterans Affairs. The NCA's protocols for cleaning and maintaining Government-furnished Grave Markers and Headstones is unmatched as it is from them that our Veterans get their Grave Markers and Headstones.

Secondly, RVGM Inc, looks to the best practices of allied individuals and organizations that perform the same work on Government-furnished Veteran Headstones and Grave Markers. These examples can be found on YouTube or even on Meta (formerly Facebook).

Standard 1, looks at the tools and techniques suggested or used to perform the work of cleaning headstones properly.

Process

1. Gain permission from the Cemetery or the Family.

2. Identify the Government-furnished Veteran Grave Marker or Headstone.

3. Determine the condition of the Marker

4. Create a cleaning plan

5. Document your work

6. Inform the Cemetery of the results.

Phased Work.

In most situation, the Cemetery will allow you to clean around the Government issued Veteran Grave Markers and do basic cleaning . Where permission has not been granted to fully clean the Government-furnished Veteran Grave Marker or Headstone, consider the following:

Phase 1. Obtain Permission from the Cemetery to do basic cleaning, water, soft bristle brush.

Phase 2. If Permission is granted, then do #1 first and then apply the proscribed biological solution to the stone, following the manufacturers recommendation. The NCA has listed the proper Biologic Solutions.

Never Events

For RVGM Inc, we **NEVER** use wire brushes, pressure washers, sand blasters, unapproved cleaning agents, metal scrapers* when cleaning Government-furnished Veteran Grave Markers and Headstones.

We never initiate cleaning without permission from the Cemetery or Family.

We never ask for payment.

Never work on non-Government-furnished Veteran Grave Markers or Headstones.

Liability/Risk Management

The work done by RVGM Inc. does not require insurance, but it does require communication with the Cemetery or the family if they are alive or available. Therefore it is important to create a friendly relationship with each cemetery you are seeking to assist, thus limiting the liability/risk. When you clearly define/limit the scope of your work, it reduces stress by the Cemetery Management and reduces your risk. For RVGM Inc. cleaning Government-furnished Veteran Grave Markers allows us to narrowly focus on the type, style, and methods we use and following the prescription of the Department of Veterans Affairs, National Cemetery

Administration, provides comfort to the Cemetery management. Performing work not identified here may cause problems, so a good relationship is necessary.

Administrative Tasks

1. Always gain permission of the Cemetery you are providing service at.
2. Only the prescribed methods for cleaning Government-furnished Veteran Grave Markers and Headstones.
3. Always document information such as before and after pictures of the Government-issued Veteran Grave Markers and Headstones, on Find-a-Grave, BillionGraves, or others.
4. Maintain a List of the names of the Veterans as well as the pertinent information found on the front of their Headstones or Grave Markers.
5. Share your success by recording a video of your work and posting it to YouTube, Facebook, etc, with hashtag ***#RVGMInc***.
6. Identify Veteran Headstones/Grave markers that are in need of replacement due to a degraded condition and notify the Cemetery.
7. When possible, use the RVGM Inc logo in your videos, pictures, and press releases.

Other Generally Accepted Practices

1. RVGM will Find, Clear, and Clean around the Veteran Headstone/Grave Markers to ensure that the information is visible and legible.
2. When appropriate, RVGM Inc and upon approval by the Cemetery, will clean the Headstone/Grave Marker with the proscribed methods and ***cleaning solutions*** in accordance with the National Cemetery Administration, Department of Veterans Affairs (2 & 3).
3. RVGM Inc will not level, lift, or lower Veteran Headstone/Grave Markers, but will notify the Cemetery officials of the need to correct.
4. RVGM Inc will not provide this service on private markers of Veterans interred in the Cemetery.
5. RVGM Inc is not responsible for placing/removing US Flags, or removing debris from the area where they are working.
6. RVGM Inc will provided this services be at no cost ($0) to the Cemetery.

7. RVGM Inc will volunteers to perform the services described above. Training of the New Volunteers will focus on the initial phase of Finding, Clearing, and Cleaning Veteran Headstone/Grave Markers. More Experienced Volunteers will perform the cleaning requiring cleaning solution.
8. RVGM Inc organization and its volunteers hold harmless the Cemetery and its officials on work that is done at the Cemetery.
9. RVGM Inc agrees that if the Cemetery desires to cancel this arrangement at any time, it is solely at the Cemetery's discretion.

CEMETERY agrees to disclose information about Cemetery conditions which may be considered hazardous to RVGM Volunteers.

Clearing and Cleaning of Veteran Grave Markers and Headstones

Quick note on definitions.

For this work, the word ***Headstones*** refer to the upright stones that you see at a National Cemetery. Mostly White Marble, however there are some that are Granite.

The phrase ***Grave Markers*** refer to the stones that lie flat on the ground. Mostly you will find Granite and Bronze Grave Markers, rarely you will find White Marble

Often the two may be used interchangeably.

Personal Gear. Wear comfortable loose-fitting clothing suitable to the surroundings and conditions. For instance if ticks or Mosquitoes are prevalent, then where the proper clothes for protection. Be mindful of the sun and the heat, wear wide brimmed hats, gloves, eye protection, maybe even sun glasses, and sun screen. Be sure to bring plenty of fluid and perhaps a snack. It is recommended to bring a chair to sit on when taking a break. Bring a small note pad and pen to take notes or your camera/phone to document your work, before and after, ensuring you get the picture of the headstone or grave marker.

Necessary Supplies (Checklist)

- Plastic Scraper, various sizes
- Soft Bristle or natural bristle Brushes
- Whisk Broom
- Knee Pad for kneeling
- 1-3 Gal Bucket
- 1-3 One Gallon container for water (e.g., Milk Jug)
- Wooden/bamboo stick (chopstick) for accessing parts of the lettering
- Tooth Brush, which will supplement the Sticks above.
- Trash Bag to place removed dirt into, so that it can be relocated elsewhere

Cautionary Tools

These tools can and should be used, but with restrictions and caution. As they come with a risk.

Edging Tools such as a metal blade/edge knife can be used around the edge of the stone, but not on the fact of the stone. Reason is that the stones are susceptible to damage by scratching.

Clearing Tool that is useful is the Weed Trimmer. Trimming long weeds is often necessary around the grave, but it strongly discouraged for use to clean off caked on mud on the face of the stone. The use of the Weed Trimmer's whipping action may damage the fact of the stone from repeated striking. So use the Weed Trimmer around the stone, not on the stone.

Document Your Work

After you find your Veteran's Grave Marker, take a picture before you start of the Grave Marker in the condition you found it in and after you performed cleaning. If there are "L-3-I" issues, see below.

"L-3 and I" Issues

Make notes "L-3 and I" status, that is Lifted, Lowered, Leveled, or Illegible.

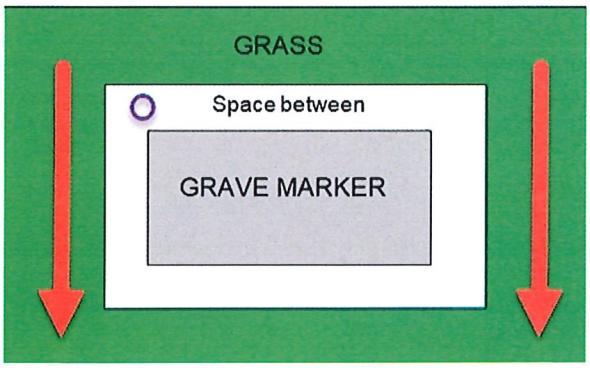
- Some Markers, they need to be LIFTED as they have sunk into the ground.
- Other Markers need to be LOWERED as the Grave Marker was not properly installed.
- Some Markers are not lying flat, so it needs to be LEVELED.
- Some Markers are unreadable/illegible, and need a replacement Marker.

In many cases, the Grave Marker are fine. That needs to be noted as well.

Once you have completed your work, document with a picture your final result and notify/inform the Cemetery using the "Report of Veteran Grave Marker Condition" form or format.

Clearing a Grave Marker

When clearing a Grave Marker (the stones that lie flat on the ground), ensure that there is a 1.5 inch to 3 inch space between grass and Grave Marker. This small attention to detail will aid in ensuring that the Grave Marker will be seen for a while and require less maintenance. The Small Circle is where the American Flag holder would go.



RVGM Inc is an IRS 501(c)(3) non profit in the State of Ohio, (93-2513171) Funding to support this work is through donations made to Remember Veteran Grave Markers Inc, 989 Plum Creek Rd, Toledo, OH 43615.

Ohio | Public Utilities Commission

Competitive Retail Electric Service (CRES)
Governmental Aggregator Application

Case Number: 00 -2331 -EL-GAG

Please complete all information. Identify all attachments with a label and title (example: Exhibit B-2 Operation and governance plan). For paper filing, you can mail the original and three complete copies to the Public Utilities Commission of Ohio, Docketing Division, 180 East Broad Street, Columbus, Ohio 43215-3793.

A. Application Information

A-1. Applicant's legal name and contact information.

Provide the name and contact information of the business entity.

Legal Name: City of Maumee
Street Address: 400 Conant Street
City: Maumee State: OH Zip: 43537
Telephone: 419-893-4880 Website: www.maumee.org

A-2. Contact person for regulatory matters.

Name: Andrea Flowers
Street Address: 5577 Airport Highway, Suite 101
City: Toledo State: OH Zip: 43615
Telephone: 419-539-9180 Email: aflowers@plamerenergy.com

A-3. Contact person for PUCO Staff use in investigating consumer complaints.

Name: Andrea Flowers
Street Address: 5577 Airport Highway, Suite 101
City: Toledo State: OH Zip: 43615
Telephone: 419-539-9180 Email: aflowers@palmerenergy.com

A-4. Applicant's address and toll-free number for customer service and complaints.

Street Address: 5577 Airport Highway, Suite 101
City: Toledo State: OH Zip: 43615
Toll-free Telephone: 877-410-5214 Email: aflowers@palmerenergy.com

B. Managerial Capability

Provide a response or attachment for each of the sections below.

B-1. Authorizing Ordinance.

Provide a copy of the adopted ordinance or resolution authorizing the formation of a governmental aggregation program pursuant to Sections 4928.20(A), 4929.26, and/or 4929.27 of the Ohio Revised Code.

B-2. Operation and governance plan.

Provide a copy of the applicant's plan for operation and governance of its aggregation program adopted pursuant to Section 4928.20(C), 4929.26(C), and/or 4929.27(B) of the Ohio Revised Code and in accordance with 4901:1-21-16 and/or 4901:1-28-03 of the Ohio Administrative Code.

B-3. Opt-out disclosure notice.

Provide a draft copy of the opt-out notice that provides or offers automatic aggregation services in accordance with Sections 4928.20(D) or 4929.26(D) of the Ohio Revised Code and in accordance with 4901:1-21-17 and/or 4901:1-28-04 of the Ohio Administrative Code. The applicant must file the finalized opt-out notice in the certification case docket no more than 30 days and not less than ten days prior to public dissemination.

B-4. Experience and plans.

Describe in detail the applicant's experience and plan for providing aggregation services, including contracting with consultants, broker/aggregators, retail natural gas suppliers and/or retail generation providers, providing billing statements, responding to customer inquiries and complaints, and complying with all applicable provisions of Commission rules adopted pursuant to Section 4929.22 and/or 4928.20 of the Ohio Revised Code.

As authorized representative for the above company/organization, I certify that all the information contained in this application is true, accurate and complete. I also understand that failure to report completely and accurately may result in penalties or other legal actions.

_____ _____

Signature Date

_____

Title

Competitive Retail Electric Service Affidavit

County of Lucas :

State of Ohio :

Patrick Burtch, Affiant, being duly sworn/affirmed, hereby states that:

1. The information provided within the certification or certification renewal application and supporting information is complete, true, and accurate to the best knowledge of affiant, and that it will amend its application while it is pending if any substantial changes occur regarding the information provided.

2. The applicant will timely file an annual report of its intrastate gross receipts, gross earnings, and sales of kilowatt-hours of electricity pursuant to Sections 4905.10(A), 4911.18(A), and 4928.06(F), Ohio Revised Code.

3. The applicant will timely pay any assessment made pursuant to Sections 4905.10, 4911.18, and 4928.06(F), Ohio Revised Code.

4. The applicant will comply with all applicable rules and orders adopted by the Public Utilities Commission of Ohio pursuant to Title 49, Ohio Revised Code.

5. The applicant will cooperate fully with the Public Utilities Commission of Ohio, and its Staff on any utility matter including the investigation of any consumer complaint regarding any service offered or provided by the applicant.

6. The applicant will fully comply with Section 4928.09, Ohio Revised Code regarding consent to the jurisdiction of Ohio Courts and the service of process.

7. The applicant will comply with all state and/or federal rules and regulations concerning consumer protection, the environment, and advertising/promotions.

8. The applicant will use its best efforts to verify that any entity with whom it has a contractual relationship to purchase power is in compliance with all applicable licensing requirements of the Federal Energy Regulatory Commission and the Public Utilities Commission of Ohio.

9. The applicant will cooperate fully with the Public Utilities Commission of Ohio, the electric distribution companies, the regional transmission entities, and other electric suppliers in the event of an emergency condition that may jeopardize the safety and reliability of the electric service in accordance with the emergency plans and other procedures as may be determined appropriate by the Commission.

10. If applicable to the service(s) the applicant will provide, it will adhere to the reliability standards of (1) the North American Electric Reliability Council (NERC), (2) the appropriate regional reliability council(s), and (3) the Public Utilities Commission of Ohio.

11. The Applicant will inform the Public Utilities Commission of Ohio of any material change to the information supplied in the application within 30 days of such material change, including any change in contact person for regulatory purposes or contact person for Staff use in investigating consumer complaints.

12. The facts set forth above are true and accurate to the best of his/her knowledge, information, and belief and that he/she expects said applicant to be able to prove the same at any hearing hereof.

13. Affiant further sayeth naught.

_____
Signature of Affiant & Title

Sworn and subscribed before me this _____ day of _____, _____
Month Year

_____ _____
Signature of official administering oath Print Name and Title

My commission expires on _____

Ohio | Public Utilities Commission

Competitive Retail Natural Gas Service (CRNGS)
Governmental Aggregator Application

Case Number: 04 - 1845 -GA-GAG

Please complete all information. Identify all attachments with a label and title (example: Exhibit C-2 Financial Statements). For paper filing, you can mail the original and three complete copies to the Public Utilities Commission of Ohio, Docketing Division, 180 East Broad Street, Columbus, Ohio 43215-3793.

A. Application Information

A-1. Applicant's legal name and contact information.

Provide the name and contact information of the business entity.

Legal Name: City of Maumee
Street Address: 400 Conant Street
City: Maumee State: OH Zip: 43537
Telephone: 419-893-4880 Website: www.maumee.org

A-2. Contact person for regulatory matters.

Name: Andrea Flowers
Street Address: 5577 Airport Highway, Suite 101
City: Toledo State: OH Zip: 43615
Telephone: 419-539-9180 Email: aflowers@palmerenergy.com

A-3. Contact person for PUCO Staff use in investigating consumer complaints.

Name: Andrea Flowers
Street Address: 5577 Airport Highway, Suite 101
City: Toledo State: OH Zip: 43615
Telephone: 419-539-9180 Email: aflowers@palmerenergy.com

A-4. Applicant's address and toll-free number for customer service and complaints.

Street Address: 5577 Airport Highway, Suite 101
City: Toledo State: OH Zip: 43615
Toll-free Telephone: 877-410-5214 Email: aflowers@palmerenergy.com

B. Managerial Capability

Provide a response or attachment for each of the sections below.

B-1. Authorizing Ordinance.

Provide a copy of the adopted ordinance or resolution authorizing the formation of a governmental aggregation program pursuant to Sections 4928.20(A), 4929.26, and/or 4929.27 of the Ohio Revised Code.

B-2. Operation and governance plan.

Provide a copy of the applicant's plan for operation and governance of its aggregation program adopted pursuant to Section 4928.20(C), 4929.26(C), and/or 4929.27(B) of the Ohio Revised Code and in accordance with 4901:1-21-16 and/or 4901:1-28-03 of the Ohio Administrative Code.

B-3. Opt-out disclosure notice.

Provide a draft copy of the opt-out notice that provides or offers automatic aggregation services in accordance with Sections 4928.20(D) or 4929.26(D) of the Ohio Revised Code and in accordance with 4901:1-21-17 and/or 4901:1-28-04 of the Ohio Administrative Code. The applicant must file the finalized opt-out notice in the certification case docket no more than 30 days and not less than ten days prior to public dissemination.

B-4. Experience and plans.

Describe in detail the applicant's experience and plan for providing aggregation services, including contracting with consultants, broker/aggregators, retail natural gas suppliers and/or retail generation providers, providing billing statements, responding to customer inquiries and complaints, and complying with all applicable provisions of Commission rules adopted pursuant to Section 4929.22 and/or 4928.20 of the Ohio Revised Code.

As authorized representative for the above company/organization, I certify that all the information contained in this application is true, accurate and complete. I also understand that failure to report completely and accurately may result in penalties or other legal actions.

_____ _____

Signature Date

_____

Title

Competitive Retail Natural Gas Service Affidavit

County of Lucas :

State of Ohio :

Patrick Burtch, Affiant, being duly sworn/affirmed, hereby states that:

1. The information provided within the certification or certification renewal application and supporting information is complete, true, and accurate to the best knowledge of affiant, and that it will amend its application while it is pending if any substantial changes occur regarding the information provided.

2. The applicant will timely file an annual report of its intrastate gross receipts and sales of hundred cubic feet of natural gas pursuant to Sections 4905.10(A), 4911.18(A), and 4929.23(B), Ohio Revised Code.

3. The applicant will timely pay any assessment made pursuant to Sections 4905.10 and 4911.18(A), Ohio Revised Code.

4. Applicant will comply with all applicable rules and orders adopted by the Public Utilities Commission of Ohio pursuant to Title 49, Ohio Revised Code.

5. Applicant will cooperate fully with the Public Utilities Commission of Ohio and its staff on any utility matter including the investigation of any consumer complaint regarding any service offered or provided by the applicant.

6. Applicant will comply with Section 4929.21, Ohio Revised Code, regarding consent to the jurisdiction of the Ohio courts and the service of process.

7. Applicant will comply with all state and/or federal rules and regulations concerning consumer protection, the environment, and advertising/promotions.

8. Applicant will inform the Public Utilities Commission of Ohio of any material change to the information supplied in the application within 30 days of such material change, including any change in contact person for regulatory purposes or contact person for Staff use in investigating consumer complaints.

9. The facts set forth above are true and accurate to the best of his/her knowledge, information, and belief and that he/she expects said applicant to be able to prove the same at any hearing hereof.

10. Affiant further sayeth naught.

_____
Signature of Affiant & Title

Sworn and subscribed before me this _____ day of _____, _____
Month Year

_____ _____
Signature of official administering oath Print Name and Title

My commission expires on _____

City of MAUMEE

MEMO TO: Mayor and City Councilmembers

FROM: Patrick H. Burtch, City Administrator

DATE: October 7, 2024

SUBJECT: Authorize a contract with Maumee Pro Mow, LLC for The City of Maumee 2024 Landscaping and Grounds Maintenance Services, Fall Tree Planting.

Recommendation:

Authorize a contract with Maumee Pro Mow, LLC for tree planting and maintenance at various locations throughout the City in the amount of $44,500.00.

Attached is a memo from Matthew Griggs, Engineering Inspection Manager discussing history, background, and budgetary considerations for the above referenced purchase. As posited by the Engineering Inspection Manager, this purchase is necessary for the positive impact the trees will have throughout the City. The City of Maumee takes pride in how well its properties are maintained and having professional lawn and landscape companies complete the work helps keep our City looking great.

City Administration recommends authorizing this contract. Your consideration and concurrence are appreciated.

City of Maumee DEPARTMENTAL REPORT

MEMO TO: Patrick Burtch, City Administrator

FROM: Matthew Griggs, Engineering Inspection Manager

DATE: October 7, 2024

RECOMMENDATION: Authorize a contract with Maumee Pro Mow, LLC for tree planting and maintenance at various locations throughout the City in the amount of $44,500.00.

SUMMARY

Authorize a contract with Maumee Pro Mow, LLC for The City of Maumee 2024 Landscaping and Grounds Maintenance Services, Fall Tree Planting.

BUDGETARY CONSIDERATIONS

The 2024 budget will be reallocated for this purchase and may need to be amended.

HISTORY, BACKGROUND and DISCUSSION of the ISSUE

The City of Maumee is trying to drastically increase its tree canopy for the many benefits that trees provide. In Spring of this year, we planted hundreds of trees throughout Maumee and Maumee Pro Mow planted most of them. The City is pleased with the production of this company and the quality of work received. This company has proven to be capable of handling both the landscaping and ground maintenance and tree planting throughout the City at various properties and rights of way. For this project, we received three separate bids with Maumee Pro Mow being the low bidder. The second bidder was Enviroscapes and the third was G6 Infrastructures, LLC. The City believes these prices are in line with current pricing for our area.

POSITIONS

Requested action is for Maumee City Council to authorize the purchase.

CITY OF MAUMEE UPTOWN MINI – LOAN/GRANT PROGRAM APPLICATION

APPLICANT Company Name: Clara J's Tea Room

Address: 219 West Wayne Street, Maumee, Ohio 43537

Contact Person: Gretchen Fayerweather

Telephone: 419.344.8405 or 419.897.0219

COMPANY INFORMATION

Type: Restaurant

Principal Product/Service: Food, Tea & Gifts

Date Established: Restaurant established in 2005, current owner purchased 2018

Owner(s): Gretchen Fayerweather and John Polkinghorn

PROPOSED PROJECT

Location: 219 West Wayne Street, Maumee, OH 43537

Project Description: Rebuild of ADA Ramp, All Windows, New Awnings, Removal of concrete board on all exterior with refurbishing original wood siding and painting.

Total Funds to be invested: $90, 417.59

JOBS/PAYROLL INFORMATION

Current Number of Jobs: 15

Most Current Tax Year's Annual Payroll: $134,479.18

Estimated New or Retained Jobs at Project Completion: 20

Estimated Property Value at Projection Completion: $300,000

PROJECT FINANCING

Name of Bank Financing the Project if applicable: Genoa Bank

Contact Person: Zach Manol

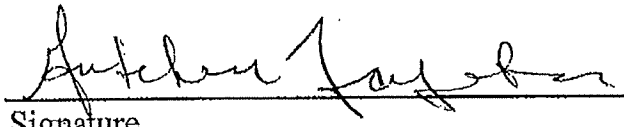
Phone: 419-698-1711

Are there any federal, state, or local funding agencies involved in the financing of this project? NO

If yes please list.

SUBMISSION ACKNOWLEDGEMENTS

As an authorized agent of the applicant company, I hereby submit this application. I understand that any false statement in this application may subject the applicant company and signer to criminal prosecution. I also understand that additional information may be required to complete the application. By signing this application, I am authorizing the financing agencies to provide the City of Maumee, on a confidential basis, with any information required as part of the funding package.



Signature

Owner/Operator

Title

Gretchen Fayerweather

Typed Name

September 19, 2024

Date

Quote

Order Number: K24302

Customer	John & Gretchen Polkinghorn
Address	219 W Wayne
City State & Zip	Maumee, Ohio 43537
County	Lucas
Phone	419-345-9904 Cell

T T T WINDOWS LLC
Take a Peek Through Our Window
Customer Email
polk95@att.net

9/10/2024

Thermo Twin Toledo
2006 Glendale Avenue
Toledo, Ohio 43614
419-382-5101
office@tttwindows.com

	Qty	Brand	Exterior Color	Interior Color	Series	Style	Type	Scrn	Hand	Width	x	Height	Hardware	Glass	Bars	Screens	
1	5	Pella	White	White	Life style	Double Hung	Equal	Full		36	x	44	Champagne	Advance Low-E Argon	X	White Full	
2	8	Pella	White	White	Life style	Double Hung	Equal	Full		36	x	65	Champagne	Advance Low-E Argon	Colonial Bars	White Full	
3	1	Pella	White	White	Life style	Double Hung	Equal	Full		20	x	65	Champagne	Advance Low-E Argon	Colonial Bars	White Full	
4	2	Pella	White	White	Life style	Double Hung	Equal	Full		24	x	65	Champagne	Advance Low-E Argon	Colonial Bars	White Full	
5	2	Pella	White	White	Life style	Double Hung	Equal	Full		29	x	56	Champagne	Advance Low-E Argon	Colonial Bars	White Full	
6	5	Pella	White	White	Reserve	Double Hung	Equal	Full		36	x	87	Champagne	Advance Low-E Argon	Colonial Bars	White Full	
7	1	Pella	White	White	Life style	Awning	Equal	Full		30	x	30	Champagne	Advance Low-E Argon	X	White Full	
8	1	Pella	White	White	Life style	Picture	Equal	Full		31	x	24	Champagne	Advance Low-E Argon	X		
9	1	Pella	White	White	Life style	2 wide Double hung	Equal	Full		55	x	45	Champagne	Advance Low-E Argon	X	White Full	
11	1	Recap Attic Window in White															

Project to be completed in 2 phases - Match original design

Phase 1 = 1st Floor = $30,000.00

Phase 2 = 2nd Floor $25,900.00

All material is guaranteed to be as specified. All work to be completed in a worklikeman manor according to standard practices. Any alteration or deviation from above specifications will be executed only upon written orders and can become an extra charge over and above the original contract price. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. You the Buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. ACCEPTANCE OF AGREEMENT - The prices, Specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined.

WE AGREE hereby to furnish material and labor - complete in accordance with the above specifications, for the sum of:		PURCHASE PRICE	$55,900.00
Signature	Date	Minimum 50% DEPOSIT PAID WITH CONTRACT:	$27,950.00
Signature	Date	BALANCE TO BE PAID C.O.D.	$27,950.00

Erard Custom Painting
2022 Sheffield Pl
Northwood, OH 43619 US
419-297-6109
erardscustompainting@yahoo.com

Estimate

ADDRESS
219 W Wayne st Maumee Oh

ESTIMATE #	DATE
1093	09/10/2024

SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
24 Paint	Power wash ,scrape ,caulk ,prime as needed and paint exterior one coat includes all material.	1	7,200.00	7,200.00

SUBTOTAL	7,200.00
TAX	0.00
TOTAL	**$7,200.00**

Accepted By

Accepted Date

PROPOSAL

TOTAL MAINTENANCE
136 Arklow Drive
Toledo, OH 43615
murphytoledo@bex.net
Cellular [419]466-3987 office/fax [419]531-6892

DATE: September 9, 2024

SITE: Clara J's 219 Tea House
Maumee, OH 43537

Re: Allen Allred

Total Maintenance will supply labor; equipment and dumpster, for the removal and disposal of remaining siding on Clara J's Tea House not specified in first proposal as specified.

All work to be completed to owner's specification.

PROPOSED AMOUNT: $5.200.00

DLM/rj
MBE/EDGE

Wettle
EST. 1941

952 Holland Park Blvd.
Holland,OH 43528
Phone: 419-865-6923
E-mail: WettleCorp@gmail.com

PROPOSAL

Date 9/18/2024

Proposal Submitted To:	Job Location
Clara J's John Polkinghorn 219 W. Wayne St. Maumee, OH 43537	219 W. Wayne St. Maumee, OH 43537

DESCRIPTION	COST	TOTAL
Take down, re-cover and install (1) gable style awning with full face and loose valance. -Sunbrella fabric, Burgundy. -Size: 9' width x 13' projection x 3' height. -"219" on face of awning.	2,057.00	2,057.00T
-Move awning 2 feet left and add (1) support pole to right front corner. -Attempt to straighten/bend in front right corner of frame.	326.00	326.00T
DISCOUNT	-205.70	-205.70T

The pricing quoted on the proposal is valid for fifteen business days.

TOTAL

952 Holland Park Blvd.
Holland, OH 43528
Phone: 419-865-6923
E-mail: WettleCorp@gmail.com

PROPOSAL

Date 9/18/2024

Proposal Submitted To:	Job Location
Clara J's John Polkinghorn 219 W. Wayne St. Maumee, OH 43537	219 W. Wayne St. Maumee, OH 43537

DESCRIPTION	COST	TOTAL
A deposit of 50% and a signature is required to begin processing, BALANCE DUE at time of install. Deposit and Signature must be returned to our office in order to begin processing. There will be a 3% CONVENIENCE FEE ADDED FOR CREDIT/DEBIT CARD PAYMENTS. WE ACCEPT VISA AND MASTER CARD ONLY. THERE WILL BE A 1.5% INTEREST CHARGE APPLIED MONTHLY TO THE TOTAL ACCOUNT UNTIL BILL IS PAID. THERE IS A $60.00 FEE FOR A RETURNED CHECK. LEAD TIME WHEN QUOTED: APPROXIMATELY 2-3 MONTHS FROM DATE OF DEPOSIT/SIGNED CONTRACT/COLOR SELECTION RECEIPT. ****LEAD TIMES ARE ESTIMATED AND NOT GUARANTEED.**** **ESTIMATE VALID FOR 15 DAYS** **BALANCE DUE AT INSTALL** ACCEPTANCE SIGNATURE:_____ DATE:_____ **This pricing does not include costs for sealed engineered drawings, registration, or permit fees, if required.** Awnings remain the property of Wettle Corp. until paid in full.		
Sales Tax	7.75%	168.74
The pricing quoted on the proposal is valid for fifteen business days.		
	TOTAL	$2,346.04

Wettle
EST. 1941

952 Holland Park Blvd.
Holland, OH 43528
Phone: 419-865-6923
E-mail: WettleCorp@gmail.com

PROPOSAL

Date 9/19/2024

Proposal Submitted To:	Job Location
Clara J's John Polkinghorn 219 W. Wayne St. Maumee, OH 43537	219 W. Wayne St. Maumee, OH 43537

DESCRIPTION	COST	TOTAL
Fabricate and install (1) new traditional style awning with full ends and rigid valance. -Welded aluminum frame, mill finish. -Sunbrella fabric, color to be determined. -Size: 5' width x 5' projection x 3' height. -Support poles.	1,620.00	1,620.00T

The pricing quoted on the proposal is valid for fifteen business days.

TOTAL

952 Holland Park Blvd.
Holland,OH 43528
Phone: 419-865-6923
E-mail: WettleCorp@gmail.com

PROPOSAL

Date 9/19/2024

Proposal Submitted To:	Job Location
Clara J's John Polkinghorn 219 W. Wayne St. Maumee, OH 43537	219 W. Wayne St. Maumee, OH 43537

DESCRIPTION	COST	TOTAL
A deposit of 50% and a signature is required to begin processing, BALANCE DUE at time of install. Deposit and Signature must be returned to our office in order to begin processing. There will be a 3% CONVENIENCE FEE ADDED FOR CREDIT/DEBIT CARD PAYMENTS. WE ACCEPT VISA AND MASTER CARD ONLY. THERE WILL BE A 1.5% INTEREST CHARGE APPLIED MONTHLY TO THE TOTAL ACCOUNT UNTIL BILL IS PAID. THERE IS A $60.00 FEE FOR A RETURNED CHECK. LEAD TIME WHEN QUOTED: APPROXIMATELY 2-3 MONTHS FROM DATE OF DEPOSIT/SIGNED CONTRACT/COLOR SELECTION RECEIPT. ****LEAD TIMES ARE ESTIMATED AND NOT GUARANTEED.**** **ESTIMATE VALID FOR 15 DAYS** **BALANCE DUE AT INSTALL** ACCEPTANCE SIGNATURE:_____ DATE:_____ **This pricing does not include costs for sealed engineered drawings, registration, or permit fees, if required.** Awnings remain the property of Wettle Corp. until paid in full.		
Sales Tax	7.75%	125.55
The pricing quoted on the proposal is valid for fifteen business days.		
	TOTAL	$1,745.55

RESOLUTION NO. 020 -2024

A RESOLUTION AUTHORIZING SUPPORT FOR PROJECT iAM 2025

WHEREAS, the City of Maumee has supported Project iAM and the Acoustics for Autism event that annually takes place within the City of Maumee;

WHEREAS, the City Council of the City of Maumee wishes to continue to support Project iAm and Acoustics for Autism and finds that the use of City property and resources, use of City employees, placement of tents, closure of roads, waiver of certain permit fees or requirements, and suspension of the DORA for Project iAM and Acoustics for Autism would be for a public purpose as defined by Ohio law; that the actions taken would be for the general good of the residents of the City of Maumee and surrounding area; promotes the public health and general welfare of the City of Maumee; and serves a public purpose by providing support for this cause and for the individuals who benefit from the funds raised from this annual event.

THEREFORE, BE IT RESOLVED by the Council for the City of Maumee, Ohio, that:

SECTION 1. That the City Council of the City of Maumee, Ohio, hereby authorizes, for 2025 the use of City property and resources on behalf of Project iAM. The City Administrator is authorized to suspend the DORA during the Acoustics for Autism event on March 2, 2025, authorized to approve the request and plans for an F2 liquor permit for the event, authorized to close Maumee streets as necessary for the event, authorized to provide service employees, police personell and fire and rescue services for said event at no additional cost for the event, authorized to waive permit fees and/or permit requirements for this event, and close the West MEWS parking lot from the Friday, February 28, 2025 through Monday, March 3, 2025. The City of Maumee further authorizes Project iAM to use the back theater at the Maumee Indoor Theater on March 2, 2025 from 12 noon until 4PM at no cost, authorizes the placement of tents on the portion of West Wayne Street or any other streets closed for this event, that will be closed for the event, authorizes the placement of a tents on the West MEWS parking lots, authorizes the waiver of the noise ordinance for the event until March 2, 2025 at 11 PM and authorizes the closure of portions of the following streets for said event:
(A) Conant Street between West John Street and West Wayne Street on March 2, 2025 from 6AM until 10 PM
(B) West Dudley Street between Conant Street and Allen Street on March 2 2025 from 6AM until 11:59 PM
(C) West Wayne Street between Conant Street and Allen Street from March 1, 2025 at 2PM until March 2, 2025 at 11:59 PM. The closure of Wayne Street will begin near the Masonic Lodge and parking along Wayne closest to Conant will remain open along with access to Maumee Tackle and other businesses and parking will remain open at Maumee Tackle.
(D) Allen Street between West Wayne Street and Dudley Street from March 2, 2025 at 6 AM until 11:59 PM.

SECTION 2. The City Administrator is authorized to take such further actions that do not involve the expenditure of funds, in addition to those set forth herein, as may be necessary including but not limited to the closure of additional streets, use of additional space at the Indoor Theater, provided guidelines for use of the streets and parking lots to protect pavement areas, provided use of additional parking lots as may be in the best interest of the City of Maumee for the Acoustics for Autism 2025 event.

SECTION 3. If any section, phrase, sentence, or portion of this Resolution is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

SECTION 4. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution 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 action, were in meetings open to the public, in compliance with all legal requirements, including the Maumee Charter and Section 121.22 of the Revised Code of Ohio.

Motion to waive three readings: Seconded:
Yeas: Nays:
Motion to Pass: Second:
Yeas: Nays:

Passed: October 7, 2024.

_____
Mayor.

ATTEST:

_____
Municipal Clerk.

Approved as to form by:

_____
Law Director.

RESOLUTION 021-2024

A RESOLUTION SUPPORTING THE OHIO COMMISSION FOR THE UNITED STATES SEMIQUINCENTENNIAL (AMERICA 250-OH)

WHEREAS, The Ohio General Assembly and Governor created AMERICA 250-OH in Ohio Revised Code Section 149.309 to plan, encourage, develop and coordinate the commemoration of the 250th anniversary of the United States on July 4, 2026, and Ohio's integral role in that event and the role of its people on the nation's past, present and future; AND

WHEREAS, AMERICA 250-OH strives to engage ALL Ohioans and ALL 88 counties through a variety of programs, projects and events through 2026 by inspiring future leaders and celebrating Ohio's contributions to the nation over the past 250+ years; AND

WHEREAS, the City of Maumee has much to contribute to the nation's 250th anniversary including The Wolcott Heritage Center, the Jack Hiles Maumee Memorabilia Museum and its historical sites.

THEREFORE, BE IT RESOLVED THAT: the City of Maumee hereby establishes a local AMERICA 250-City of Maumee Committee made up of a diverse group of citizens to work with AMERICA 250-OH on any and all activities within Maumee. The participants of this Committee will be appointed by the Mayor and shall have strictly voluntary roles and there will be no compensation for participation; AND

FURTHER RESOLVED, the City Commission agrees to designate one or more city liaisons within 30 days of the adoption of this Resolution who will serve as the point of contact for all local organizations, stakeholders, and communities within their city; AND

FURTHER RESOLVED, City Council may allocate funds in the future to the America 250-OH City of Maumee Committee to supplement its work; AND

FURTHER RESOLVED, that a copy of this resolution be sent to the legislative delegation and AMERICA 250-OH Commission headquartered at 41 S. High St., Suite 250, Columbus, OH 43215.

This Council finds and determines that this committee and any city funds or resources will be for and serve a public purpose as defined by Ohio law; that the expenditure and/or use of public property would be for the general good of the residents and taxpayers of the City of Maumee and the general public; and promotes the public health and general welfare of the citizens of the City of Maumee and the general public and that all formal actions of this Council and of any of its committees concerning and relating to the adoption of this Resolution were taken in open meetings of this Council or of its committees, and that all deliberations of this Council and of any committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Motion to waive three readings: Seconded:
Yeas: Nays:
Motion to Pass: Second:
Yeas: Nays:
Passed: October 7, 2024.

_____
Mayor

ATTEST:

_____

Municipal Clerk.

Approved as to form by:

_____

Law Director

RESOLUTION 022-2024

A RESOLUTION TO APPROVE THE LUCAS COUNTY HAZARD MITIGATION PLAN AND DECLARING AN EMERGENCY.

WHEREAS natural, human-caused, and technological hazards can affect the City of Maumee; and

WHEREAS significant structural, historical, and economic losses could result from an occurrence of a natural, or technological hazard event; and

WHEREAS undertaking mitigation projects during pre-disaster periods could decrease the total losses that Maumee incurs as a result of said hazard occurrences.

AND WHEREAS the City of Maumee has a strong interest in reducing losses from future hazard occurrences; and

WHEREAS the hazard mitigation plan is a federal and state requirement to maintain eligibility for hazard mitigation funding, and, by that requirement, must be updated a minimum of every five years; and

WHEREAS a cooperative, joint effort is a proven, efficient way to plan for and reduce hazard susceptibility in all government jurisdictions in Lucas County, Ohio.

WHEREAS the City of Maumee has partnered with the county to update the existing Lucas County Multi-Jurisdictional Hazard Mitigation Plan in an effort to further identify, define, and characterize the hazards affecting Maumee as well as to continue identifying and prioritizing projects that could lessen hazard vulnerability.

WHEREAS, the City of Maumee, Ohio is located within the Lucas County and participated in the development of the updated plan;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Maumee, County of Lucas, State of Ohio:

SECTION 1. That City Council hereby approves the adoption of the 2024 Lucas County Multi-Jurisdictional Hazard Mitigation Plan Update, and any additional revisions required to meet federal plan approval requirements. However, subsequent plan updates following the federal approval period for this plan will require authorization and approval by City Council.

SECTION 2. That the City Administrator and/or Mayor and the Law Director are each hereby authorized to take all actions necessary to effectuate the adoption of the 2024

Lucas County Multi-Jurisdictional Hazard Mitigation Plan Update, including any additional revisions required to meet federal plan approval requirements.

SECTION 3. That it is found and determined that all formal actions of Maumee City Council concerning and relating to the passage of this resolution were adopted in an open meeting of this Council and of any of its committees that resulted in such formal actions were in meetings open to the public in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code and the Maumee Charter.

SECTION 4. This Resolution is hereby declared to be an emergency measure necessary for the preservation of the public peace, health, welfare, and safety of the City in that this resolution and the approval of the said plan needs to be forwarded to the Lucas County in a timely manner. This Resolution shall take effect and be in full force immediately upon its passage and approval by the Mayor.

MOTION TO DECLARE AN EMERGENCY: Second:
Yeas: Nays:
Motion to Pass: Second:
Yeas: Nays:
Passed this 7th day of October 2024.

_____
Mayor

ATTEST:

_____
Municipal Clerk

Approved as to form by:

_____
Law Director

LUCAS COUNTY
EMA

Lucas County
Hazard Mitigation Plan

Released 2024

Completed by: JH Consulting, LLC
29 East Main Street, Suite 1, Buckhannon, WV 26201
(304) 473-1009 ~ www.jhcpreparedness.com

JH Consulting

LUCAS COUNTY
HAZARD MITIGATION PLAN

LUCAS COUNTY
EMA

RELEASED 2024

FOR THE COUNTY JURISDICTION OF LUCAS COUNTY, OHIO AND THE MUNICIPAL JURISDICTIONS THEREIN

LUCAS COUNTY
HAZARD MITIGATION PLAN
TABLE OF CONTENTS

1.0 Introduction..... 1
1.1 Documentation of the Planning Process..... 4
1.2 Description of the Planning Area..... 14
1.3 Capabilities..... 125

2.0 Risk Assessment..... 138
2.1 Hazard Identification..... 139
2.2 Hazard Profiles..... 142
2.2.1 CBRNE/Terrorism..... 142
2.2.2 Civil Disturbance..... 147
2.2.3 Dam & Levee Failure..... 153
2.2.4 Epidemic..... 159
2.2.5 Drought..... 175
2.2.6 Earthquake..... 189
2.2.7 Flood..... 202
2.2.8 Harmful Algal Bloom..... 225
2.2.9 Hazardous Materials..... 228
2.2.10 Lake Surge..... 243
2.2.11 Landslides..... 247
2.2.12 Pandemic..... 254
2.2.13 Severe Thunderstorm..... 264
2.2.14 Severe Winter Weather..... 279
2.2.15 Temperature Extremes..... 287
2.2.16 Tornadoes..... 302
2.2.17 Wildfire..... 312
2.2.18 Wind..... 323

2.3 Hazard Rankings..... 330
2.4 Complicating Variables..... 333

3.0 Mitigation Strategy..... 350
3.1 Mitigation Goals and Objectives..... 351
3.2 Mitigation Actions..... 352

4.0 Plan Maintenance and Integration..... 397
4.1 Monitoring, Evaluating and Updating the Plan..... 397
4.2 Implementation through Existing Programs..... 398
4.3 Continued Public Involvement..... 405

5.0 Appendices
5.1 Planning Process Involvement
5.2 Project Prioritization
5.3 Inactive Projects
5.4 Public Participation
5.5 Flood Mapping
5.6 HAZUS Data
5.7 NRI Annual Loss Estimates
5.8 Resolutions & Crosswalk

1.0 INTRODUCTION

Purpose

The purpose of this mitigation plan is to identify and evaluate risks and vulnerabilities from hazards that affect Lucas County, Ohio and its various municipalities. With these risks and vulnerabilities identified, local officials can reduce loss of life, injuries, and limit future property and environmental damages, and economic disruptions by developing methods and strategies to mitigate, and where possible, eliminate such damages. Mitigation is an investment in Lucas County's future safety, community resilience and sustainability. Without mitigation, the same people, property and community lifelines are affected over and over again.

Scope

The *Lucas County Multi-Jurisdictional Hazard Mitigation Plan* follows a planning methodology that includes public involvement, a risk assessment for various identified hazards, an inventory of critical facilities and at-risk areas, a mitigation strategy for high-risk hazards, and a method to maintain and update the plan. The provisions of this plan are applicable to all unincorporated areas of Lucas County as well as the incorporated areas of all municipalities within the county and encouraged whole-community involvement. The plan addresses the natural, technological, and man-made hazards identified by the Federal Emergency Management Agency (FEMA), Ohio Emergency Management Agency (OEMA), and the Lucas County mitigation planning committee. All hazards that have or can affect the residents of Lucas County have been analyzed. Hazard mitigation goals, objectives, and projects are discussed, as are project lead agencies and potential funding sources.

Plan Authority

The *Lucas County Hazard Mitigation Plan* is "multi-jurisdictional," meaning that it includes several jurisdictions. The Lucas County Emergency Management Agency (LCEMA) acted as the lead coordinating agency for the completion of this plan at the local level. The OEMA further monitored the original planning as well as subsequent updating processes. Lucas County stakeholders prepared this plan per federal requirements outlined in Section 104 of the Disaster Mitigation Act of 2000 (DMA2K), which requires communities to formulate a hazard mitigation plan to be eligible for mitigation funds made available through FEMA. Section 322 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act requires that local jurisdictions develop

and submit plans meeting the criteria outlined in the Code of Federal Regulations (CFR); Title 44: Emergency Management and Assistance, Part 201.6: Local Mitigation Plans (44 CFR 201.6).

When the content of this plan corresponds to a requirement of 44 CFR 201.6, it will include a description of the relevant guidance. The following table lists the requirements of 44 CFR 201.6 and identifies the sections of the plan fulfilling the guidance.

44 CFR 201.6 REQUIREMENTS ADDRESSED		
Section	*Description*	*Section in Plan*
§ 201.6	The local mitigation plan is the representation of the jurisdiction's commitment to reduce risks from natural hazards, serving as a guide for decision makers as they commit resources to reducing the effects of natural hazards. Local plans will also serve as the basis for the state to provide technical assistance and to prioritize project funding.	Section 1.0 Introduction
§ 201.6(a)(4)	Multi-jurisdictional plans may be accepted, as appropriate, as long as each jurisdiction has participated in the process and has officially adopted the plan.	Section 1.1 The Planning Process
§ 201.6(b)(1)	An opportunity for the public to comment on the plan during the drafting stage and prior to plan approval.	Section 1.1 The Planning Process Section 4.3 Continued Public Involvement
§ 201.6(b)(2)	An opportunity for neighboring communities, local and regional agencies involved in hazard mitigation activities, and agencies that have the authority to regulate development, as well as businesses, academia and private and non-profit interests to be involved in the planning process.	Section 1.1 The Planning Process
§ 201.6(b)(3)	Review and incorporate, if appropriate, existing plans, studies, reports, and technical information.	Section 1.3 Capabilities Section 2.4 Development Trends Section 4.2 Implementation of Existing Programs
§ 201.6(c)(1)	Documentation of the planning process used to develop the plan, including how it was prepared, who was involved in the process, and how the public was involved.	Section 1.1 The Planning Process
§ 201.6(c)(2)	A risk assessment that provides the factual basis for activities proposed in the strategy to reduce losses from identified hazards. Local risk assessments must provide sufficient information to enable the jurisdiction to identify and prioritize appropriate mitigation actions to reduce losses from identified hazards.	Section 2.0 Risk Assessment
§ 201.6(c)(2)(i)	The risk assessment shall include a description of the type, location, and extent of all natural hazards that can affect the jurisdiction. The plan shall include information on previous occurrences of hazard events and on the probability of future hazard events.	Section 2.1 Hazards Identification Section 2.2 Hazard Profiles
§ 201.6(c)(2)(ii)	The risk assessment shall include a description of the jurisdiction's vulnerability to the hazards described in paragraph (c)(2)(i) of this section. This description shall include an overall summary of each hazard and its impact on the community. All plans approved after October 1, 2008, must also address NFIP insured structures that have been repetitively damaged by floods.	Section 1.3.1 Existing Plans & Ordinances Section 2.2 Hazard Profiles Section 2.3 Hazard Rankings Section 2.2.5 Flooding Profile
§ 201.6(c)(2)(ii)(A)	The plan should describe vulnerability in terms of the types and numbers of existing and future buildings, infrastructure, and critical facilities located in the identified hazard areas.	Section 2.2 Hazard Profiles
§ 201.6(c)(2)(ii)(B)	The plan should describe vulnerability in terms of an estimate of the potential dollar losses to vulnerable structures identified in paragraph (c)(2)(ii)(A) of this section and a description of the methodology used to prepare the estimate.	Section 2.2 Hazard Profiles

44 CFR 201.6 REQUIREMENTS ADDRESSED		
Section	*Description*	*Section in Plan*
§ 201.6(c)(2)(ii)(C)	The risk assessment shall provide a general description of land uses and development trends within the community so that mitigation options can be considered in future land use decisions.	Section 2.4 Development Trends & Complicating Variables
§ 201.6(c)(2)(iii)	For multi-jurisdictional plans, the risk assessment section must assess each jurisdiction's risks where they vary from the risks facing the entire planning area.	Section 2.2 Hazard Profiles
§ 201.6(c)(3)	A mitigation strategy that provides the jurisdiction's blueprint for reducing the potential losses identified in the risk assessment, based on existing authorities, policies, programs and resources, and its ability to expand on and improve these existing tools.	Section 3.0 Mitigation Strategy
§ 201.6(c)(3)(i)	This section shall include a description of mitigation goals to reduce or avoid long-term vulnerabilities to the identified hazards.	Section 3.1 Mitigation Goals
§ 201.6(c)(3)(ii)	This section shall include a section that identifies and analyzes a comprehensive range of specific mitigation actions and projects being considered to reduce the effects of each hazard, with particular emphasis on new and existing buildings and infrastructure. All plans approved by FEMA after October 1, 2008, must also address the jurisdiction's participation in the NFIP, and continued compliance with NFIP requirements, as appropriate.	Section 3.2 Mitigation Actions
§ 201.6(c)(3)(iii)	This section shall include an action plan describing how the actions identified in paragraph (c)(3)(ii) of this section will be prioritized, implemented, and administered by the local jurisdiction. Prioritization shall include a special emphasis on the extent to which benefits are maximized according to a cost-benefit review of the proposed projects and their associated costs.	Section 3.2 Mitigation Actions
§ 201.6(c)(3)(iv)	For multi-jurisdictional plans, there must be identifiable action items specific to the jurisdiction requesting FEMA approval or credit of the plan.	Section 3.2 Mitigation Actions
§ 201.6(c)(4)(i)	A plan maintenance process that includes a section describing the method and schedule of monitoring, evaluating, and updating the mitigation plan within a five-year cycle.	Section 4.1 Monitoring, Evaluating & Updating the Plan
§ 201.6(c)(4)(ii)	A plan maintenance process that includes a process by which local governments incorporate the requirements of the mitigation plan into other planning mechanisms such as comprehensive or capital improvement plans, when appropriate.	Section 4.2 Implementation of Existing Programs
§ 201.6(c)(4)(iii)	A plan maintenance process that includes discussion on how the community will continue public participation in the plan maintenance process.	Section 4.3 Continued Public Involvement
§ 201.6(c)(5)	Documentation that the plan has been formally adopted by the governing body of the jurisdiction requesting approval of the plan (e.g., Village Council, County Commission, Tribal Council). For multi-jurisdictional plans, each jurisdiction requesting approval of the plan must document that it has been formally adopted.	Section 5.0 Appendix 7
§ 201.6(d)(1)	Plans must be submitted to the State Hazard Mitigation Officer (SHMO) for initial review and coordination. The State will then send the plan to the appropriate FEMA Regional Office for formal review and approval. Where the State point of contact for the FMA program is different from the SHMO, the SHMO will be responsible for coordinating the local plan reviews between the FMA point of contact and FEMA.	Section 5.0 Appendix 7
§ 201.6(d)(3)	A local jurisdiction must review and revise its plan to reflect changes in development, progress in local mitigation efforts, and changes in priorities, and resubmit it for approval within five years in order to continue to be eligible for mitigation project grant funding.	Section 3.1 Mitigation Goals Section 3.2 Mitigation Actions Section 5.0 Appendix 2

This page intentionally left blank.

1.0 INTRODUCTION

1.1 Documentation of the Planning Process

§ 201.6(c)(1)	Documentation of the planning process used to develop the plan, including how it was prepared, who was involved in the process, and how the public was involved.

Every five (5) years, a community must review and revise its existing plan to reflect changes in development, progress in local mitigation efforts, and changes in priorities and resubmit it to the Federal Emergency Management Agency (FEMA) for approval. Lucas County, through the direction of the Lucas County Emergency Management Agency (LCEMA) as the coordinating entity began the process to update this plan in November of 2023; the LCEMA contracted the services of JH Consulting, LLC, of West Virginia, (the consultant) to aid in the process.

This plan is only as good as the process and people involved in its development. This plan has been developed to represent the current needs and values of Lucas County and to be useful for local officials and stakeholders. The consultant met with LCEMA to layout the process and timeline for the update and determine the agency, department, organization, and jurisdictional representatives who would serve as steering committee members.

1.1.1 Planning Committee

This plan update was developed utilizing a tiered outreach strategy consisting of an overall steering committee, plan stakeholders, and the public. Lucas County utilized a "steering committee," and the LCEMA, its consultant, and steering committee members interfaced with the individual participating jurisdictions, stakeholders and the public separately as part of the outreach strategy. The steering committee approach allowed for more interaction between committee members and enabled more strategic discussions regarding implementing hazard mitigation and risk reduction in Lucas County. This plan update represents the collaborative work of elected and appointed governmental offices, business leaders, and local residents. The steering committee utilized for this plan update was organized by the consultant "JH Consulting, LLC", by reaching out to agencies and organizations that participated in the previous plan update; as well as contacting several other local, and state level agencies and organizations.

During this process LCEMA was able to obtain Emergency Actions Plans (EAPs) for each of the High Hazard Potential Dams (HHPDs) in Lucas County. Each HHPD owner also completed

an online survey providing information on inspections and rehabilitation projects the dam owner may be considering.

Member of the committee and the public assisted with the overall development of the plan, to include reviews of drafts, informing the risk assessment, developing mitigation goals and projects, reporting information to other jurisdictional stakeholders. The committee came together five times throughout the process, as described below. See Appendix 1 for agendas, meeting minutes, etc.

The committee is comprised of key officials representing municipal, county, state, private entities and the non-governmental sector with a stake in mitigation. The table below outlines the steering committee members that actively participated in the update of this plan.

Lucas County Hazard Mitigation Plan Committee	
Agency Affiliation	*Name*
American Red Cross	Deb Pressley
City of Maumee	Gina Schell
City of Oregon	Steven Shrake
City of Toledo Police	Philip Cook
City of Toledo Water Treatment	Shelley Hoelzer-Spahn
City of Toledo Sustainability Coordinator	Beatrice Miringu
LC Sustainability Project Manager	Ben Pushka
City of Toledo Environmental Services	Michelle Hughes
FirstEnergy	Victor Coleman
Hospital Council of NW Ohio	Susan Murphy
Lucas County Engineer's GIS	Tina Mack
Lucas County Emergency Management Agency	Abby Buchhop
	Aletha Wagner
	Cara Maney
	Jordan Westgate
	Brenda Sullivan
Regional Council of Governments	Greg Bonfiglio
Lucas County Engineers Office	Bob Neubert
Metroparks of the Toledo Area	Jim Cassidy
Lucas Soil & Water	Joey Warner
Metroparks of the Toledo Area	Joe Fausnaugh
Asst Chief Monclova Township Fire	Matt Homik
Springfield Township Fire	Barry Cousino

Lucas County Hazard Mitigation Plan Committee	
Agency Affiliation	*Name*
Toledo-Lucas County Health Dept	Emily Collins
Village of Ottawa Hills Police	John Wenzlick
Village of Whitehouse Fire	Jason Francis
City of Toledo Fire	Michael Posodny
City of Oregon Fire	Clayton Obrien

Project Kickoff & Committee Meeting #1

November 14, 2023 (In-Person @ Lucas County Emergency Services Building with virtual option)

The Lucas County Emergency Management Agency (EMA) hosted the first meeting for the planning committee updating the hazard mitigation plan on Tuesday, November 14, 2023, at the Lucas County Emergency Services Building in Toledo, Ohio. The meeting was well attended.

After welcoming comments and introductions, the consultant provided an overview of the hazard mitigation process. The first action item was a discussion of hazards to be included in the current update. After a brief discussion, the committee agreed that all the hazards in the 2019 update should remain in this update. The committee is considering the addition of a hazard, "Air Quality" for this planning cycle. This hazard became a matter of interest during the 2023 Canadian wildfires due to the smoke adversely impacting air quality in Lucas County.

Next the committee discussed the use of surveys during the planning process. The committee had received copies of three surveys for consideration prior to the meeting. The first was the jurisdictional capability surveys. The consultant explained the importance and relevance of the material in the survey to the planning process as well as to completing mitigation actions. The consultant also advised the committee members that the survey should only be completed one time by each municipality and the county and that the questions cover a wide range of capabilities that may require several individuals to have input into the responses. The committee agreed to keep the survey the way it was.

The second survey was the public survey. The committee had minimal comments on this survey and agreed to accept the survey as it was presented. The final survey was the dam owners' survey. This survey will be used to collect data from high hazard dam owners and allow them to have input in the mitigation planning process. The committee agreed to no changes for this survey either.

Next the committee moved on to projects/actions review from the 2019 plan. The projects we emailed to each jurisdiction and committee member prior to the meeting The consultant advise the committee that each project appearing in the 2019 plan needs a status update and reviewed

the possible statuses (Completed, Deleted, Deferred, and Ongoing) along with a status explanation statement (examples were provided in the PowerPoint presentation).

The committee moved on to discuss goals for this planning cycle. They reviewed the goals from the 2019 plan:

1. Reduce loss of life, property, and damage to the environment in identified hazard risk areas.
2. Ensure the health and safety of the citizens, officials, responders, and transient population from hazards that affect the area.
3. Educate the public before incidents or events and improve capabilities for hazard notification and warning during emergencies.

The committee recognized the themes the previous committee used to create these goals:

1. Reduce loss
2. Health and safety
3. Warning, information, outreach, and education
4. Identification of risk areas
5. Protect citizenry

After a short discussion, the committee agreed that the goals should remain mostly the same with the only change being the addition of the word "empower" to goal number three.

The final actionable item was a discussion on public engagement. Following the Local Mitigation Planning Handbook's (FEMA, 2023) guidance, the committee wants to ensure equity in the planning process. As such the committee identified under represented individuals in the county. The committee requested that the public survey be available in Arabic, Chinese, and Spanish for those individuals with limited English proficiency. Committee members offered to reach out to contacts with agencies that work with underrepresented individuals including faith-based organizations, Northwest Ohio Agency for the Hearing and Vision Impaired, TARTA to assist with those households without a vehicle, as well as the health department which has in-place programs (i.e., vaccination program, senior programs, WIC, etc.) that are used by the community.

The consultant spoke with the committee about emails and phone calls with requests for information they will be receiving. The consultant provided his contact information to the committee should they have any questions or concerns. The last agenda item was scheduling the

next meeting. The committee decided to use a Doodle survey to select the date and time with LCEMA advising every one of the results.

Committee Meeting 2

December 5, 2023 (In-Person @ Lucas County Emergency Services Building with virtual option)

The Lucas County Emergency Management Agency (EMA) hosted the second meeting for the planning committee updating the hazard mitigation plan on Tuesday, December 5, 2023, at the Lucas County Emergency Services Building in Toledo, Ohio. The meeting was well attended.

After welcoming comments and introductions, the consultant introduced the requirements for the asset inventory for the plan. Jurisdictional representatives were provided a copy of their asset lists from the previous plan update. A discussion on what is considered an asset took place with reference to the FEMA Local Mitigation Planning Handbook's (2023) description of an asset. Jurisdictional representatives were asked to review their lists from the previous plan and make any changes or corrections and add any new assets they would like to include in the current update.

Next the committee discussed the jurisdictional capabilities survey. This survey asks questions related to planning & regulatory capabilities such as zoning and building codes, administrative capabilities including personnel such as engineers and grant writers on staff, fiscal capabilities (capital and public works budgets) to complete mitigation projects, and political capabilities and the community's willingness to implement different types of mitigation projects. The consultant advised after the meeting he would email out a copy of the survey along with a link to the online survey. It was recommended that jurisdictional representatives print a copy of the survey and involve several individuals (i.e., zoning officer, building official, floodplain manager, etc.) in completing the survey. Each jurisdiction should only submit one online survey.

There was a brief discussion on the public survey. At the time of the meeting, the survey had 60 responses. This led into a conversation about public meetings. The committee elected to host two committee meetings. The first would be on January 10, 2024 at 6:00 p.m. and the second would be on January 11, 2024, at 10:00 a.m. Both meetings will be held at the Lucas County EMS Training Center. Representatives from each jurisdiction are encouraged to attend to meet with the residents and discuss hazards that concern their communities. Both the public survey and the public meetings should be advertised via social media and jurisdictional websites. The consultant also encouraged jurisdictions to reach out to first responder agencies with social media to advertise as well as local community centers, senior centers, and faith-based organizations.

Next the committee moved on to projects/actions review. Following the first meeting, each jurisdiction was emailed a copy of their projects from the 2019 plan for status updates. The consultant provided clarification as to status updates statements for completed, deleted, deferred, and ongoing projects. Most jurisdictional representatives were working with other individuals from their municipality to complete the updates. The committee also discussed focusing on "problem" areas in their communities to develop new projects for this update.

The final agenda item was plan maintenance. The committee agreed that an annual meeting may not be plausible but felt that updating the plan in accordance with FEMA guidance is important to assist with the next plan update. The committee decided to use a survey that will be sent out in years two, three, and four of this updates life-cycle. The survey asks about any hazards the jurisdictions have experienced, any mitigation plans that have been started or completed, and any new capabilities (i.e., new zoning or building ordinances, etc.) the jurisdictions may have adopted. Year one of the plan will be used to adopt this update following APA from FEMA and year five will be used to begin the next update.

The committee's last item was to set the next meeting for January 11, 2024 following the second public meeting.

Committee Meeting 3

January 11, 2024 (In-Person @ Lucas County Emergency Medical Services Training Center with virtual option)

The Lucas County Emergency Management Agency (EMA) hosted the third meeting for the planning committee updating the hazard mitigation plan on Thursday, January 11, 2024, at the Lucas County Emergency Medical Services Training Building in Toledo, Ohio. The meeting was well attended. The meeting followed the second of the two public meetings. The meeting agenda was to discuss information gathered at the public meetings. Unfortunately, the public meetings were not well attended and there was no information to share. As such, the consultant and EMA opened the floor up to the committee.

Committee members asked questions about projects and funding sources. The consultant and EMA representatives provided information and scheduled dates for individual meetings with municipalities.

Committee Meeting 4

March 7, 2024 (Virtual Meeting via Microsoft TEAMS)

The Lucas County EMA hosted the fourth committee meeting on March 7, 2024. This meeting was an in-depth discussion of high hazard dams in the county. Committee members were provided information on the high hazard dams in the county. There was a discussion on dam emergency action plans and potential projects. The committee also reviewed the high hazard dam owner survey. The floor was then open to the committee. Several committee members asked questions about projects and municipal participation. The final item was setting up municipal meetings. The schedule was set for April 3, 4, and 5, 2025.

Committee Meeting 5

June 6, 2024 (Virtual Meeting via Microsoft TEAMS)

The Lucas County EMA hosted the fifth committee meeting on June 14, 2024. This meeting was the introduction of the completed document to the committee. Committee members had an opportunity to ask questions and provide feedback prior to submission to OEMA. The committee approved submission of the draft plan at this meeting.

1.1.2 Jurisdictional Involvement

All the jurisdictions within Lucas County, except for the Village of Harbor View, participated in the update to this plan. The Village of Harbor View opted out of the plan (see letter from the village in Appendix 1) All cities, villages, townships, and the county had the opportunity to provide input for the plan in the following ways.

- Attending in-person and virtual meetings
- Completing the online capabilities survey and public survey
- Updating their mitigation project lists (which could include updating status of existing projects or adding new projects)
- Updated asset inventory listing
- Providing information for the plan to LCEMA and the consultant as individual meetings

The following table identifies what activities jurisdictions completed.

LUCAS COUNTY HAZARD MITIGATION PLAN (2024 UPDATE) JURISDICTIONAL TASKS								
Community		*Attended Planning Meetings*	*Municipal Meeting*	*Projects Update*	*Added New Projects*	*Provided Info to LCEMA or Consultant*	*Promoted Public Involve*	*Overall Participation Assessment*
Lucas County	County	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Maumee	City	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Oregon	City	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Sylvania	City	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Toledo	City	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Waterville	City	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Berkey	Village	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Harbor View	Village	No	No	No	No	No	No	No
Holland	Village	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Ottawa Hills	Village	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Whitehouse	Village	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Harding	Township	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Jerusalem	Township	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Monclova	Township	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Providence	Township	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Richfield	Township	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Spencer	Township	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Springfield	Township	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Swanton	Township	Yes	No	Yes	Yes	Yes	Yes	Yes
Sylvania	Township	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Washington	Township	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Waterville	Township	Yes	Yes	Yes	Yes	Yes	Yes	Yes

1.1.3 Public Involvement

Lucas County involved the public through the use of online surveys, in person public involvement was encouraged at in-person and virtual planning meetings. Online, partners promoted a survey at the beginning of the planning process that asked residents about their views on hazards, their support for various mitigation actions, and their level of personal preparedness. The steering committee and LCEMA began posting the public survey in November of 2023; the survey was open until February 15, 2024. In total, 339 individuals completed the survey. The public felt most concerned about the following hazards; harmful algal bloom (approximately 69% were concerned or very concerned), tornadoes, and hazardous material incidents (both approximately 59% were concerned or very concerned). References to the results of the survey appear in subsequent sections below, as applicable to the topic of discussion.

Once a draft was completed it was emailed to the committee and made available to the public for review and comment. This was done in an effort to obtain further local context for inclusion into the plan, and to assist with the identification of future potential mitigation projects. A final draft of the plan was also posted on the Lucas County Emergency Management Agency (LCEMA) webpage for review by the public.

An email was sent to each of the six surrounding counties Emergency Management Agencies to inform them that the Lucas County Multi-Jurisdictional Hazard Mitigation plan was in the process of being updated, and asked them to provide information regarding any hazards that may originate in their county that would impact Lucas County and conversely, if there were any hazard that originate in Lucas County that could impact their county. An email was also sent to each of the surrounding county EMAs once a draft of the plan was complete, informing them that a copy of the plan was available on the LCEMA website for their review and comment.

1.1.4 Outreach to Historically Under-Served & Socially Vulnerable Populations

Revised hazard mitigation planning guidance from FEMA (2023b, p. 35) understandably and necessarily advises communities to create an equitable planning process. Lucas County and the participating municipalities support boosting participation by historically under-served communities and socially vulnerable populations and took several steps in the 2024 update to ensure more equitable participation.

Attempts to identify underserved populations, though necessary and admirable, run the risk of inadvertently excluding various groups as focus narrows on various types of population groupings. Lucas County and its partners are sensitive to this reality. This section identifies several populations to which the steering committee reached out to; however, it is likely there are other underserved communities that were missed. As such, the efforts contributing to the 2024 update should be considered initial steps on a pathway for more thorough participation by underserved communities.

The steering committee focused on engaging several providers whose regular clientele are communities and populations that have not regularly participated in emergency preparedness or hazard mitigation planning (an example of "procedural equity" [FEMA, 2023c, p. 235]). Those providers included the following.

- Mental Health & Recovery Services of Lucas County (serves individuals with alcohol or drug addiction and mental health issues)
- University of Toledo – Student Life Services (assists students, especially those who have never lived away from home before and may be unfamiliar with the area)
- Lucas County Health Department (serves various populations, often through partnerships with an array of service providers with varying clientele)
- Toledo Lucas County Homelessness Board (serves a large transient population)