

Finance and Economic Development Committee Meeting
November 5, 2025

Meeting called to order at 8am.

Roll call: Barrow, Harris, Puffenberger.

Also in attendance: Jennifer Harkey, Finance Director; Donna Helle, Asst. Finance Director; Alan Lehenbauer, Law Director; Matt Griggs, Public Safety Director; Nancy Gagnet, Public Information Officer; Kasey Van Wormer, Municipal Clerk; Dustin Sautter, Acting Water Supervisor; John Kelly, Utility Billing Supervisor; Chelsea Ziss, Council members; and Isiah Gonzalez, John Sayer, Scott Sund, Ric and Sue Hardy, residents.

Mrs. Puffenberger commenced the meeting with a review of the payroll budget, noting that there would be no suggested action, just discussion of the items. Handouts were provided to the committee for reviewing total full time employee allocations by fund as well as allocated by department, and a breakdown of YTD 2025 and estimated for the remainder of 2025. The 2026 Wage and Benefit budget shows an increase of approximately 4 million dollars due to increased wages, increases in health insurance costs, 27th pay, and proposed new hires. Mrs. Harkey explained each item, noting that new hires were budgeted for next year with benefit amounts included in the open position costs.

Further discussion of health benefit increased cost, HSA, claims and estimations were explained, as well as the employee survey sent out and recommended outcomes from that i.e., use the premium as calculated and the employer HSA contributions the same.

The next item for discussion was the concerns with Mueller and the need for water meter replacement, starting with background information, current updates and some red flags that signal the need to move expeditiously. Should Mueller do away with AMI (Advanced Metering Infrastructure- what Maumee utilizes), we would lose the ability to pull reads, creating much uncertainty and forced estimated reads, in addition to the age of the meters to factor in. Quotes from Ferguson were reasonable, however, initial quote from March had already increased due to tariffs with another increase expected in January. Mr. Sautter will obtain an updated quote to present for approval. There is an expected 6 month change out process with Ferguson reaching out to residents directly and training our staff.

Mrs. Puffenberger moved to adjourn at 9:02am. Mr. Harris seconded the motion. All in favor, so adjourned.

The Public Information Committee held a meeting on Monday, November 10 at 4pm after proper notice was given to the public. The meeting was held in Maumee City Council chambers. In attendance were Jon Fiscus, Committee Chair; Margo Puffenberger and Chelsea Ziss, committee members; Jim MacDonald, mayor; Nancy Gagnet, Public Information Officer; Jennifer Harkey, Finance Director; Matt Griggs, Public Service Director; Matt Miles, Capital Projects Manager; Sara Eiden, Maumee Indoor Theatre manager; and Scott Sund, Sarah Mokri, Isiah Gonzalez, and John Sayre, Maumee residents.

Meeting was called to order at 4:02pm.

The first item on the agenda was a discussion on the topic of the city website. The Public Information Officer gave a quick update on where the city stands in regards to a potential website provider shift. She gave an overview of some of the highlights of what Civic Plus has to offer. Representatives from Civic Plus were in attendance via video conference and were available to answer questions from the committee. A discussion about the various add-on possibilities for the website was held in order to better understand potential options that may be beneficial to the city. For budgeting purposes, billing for the switch wouldn't start until 2026, but the changeover process could begin prior to that. In the first year of the new website, it's estimated to create a savings of \$30,000. Ms. Puffenberger made a motion to recommend Civic Plus as the city's new website provider, Ms. Ziss seconded the motion. Motion passed 3-0.

The second item discussed was an update from the Capital Projects Manager on information regarding the Sanitary Sewer Separation Project. Copies of the changes that are being made to the website were passed out to those in attendance. Most of the changes were made simply because information has changed, the dates on the website needed updating, or for other clarification purposes. A discussion about adding language for when a homeowner decides to perform the work on their own was discussed and will be looked into being added.

With no other items on the agenda, the meeting was adjourned at 4:57 pm.

MAUMEE CITY COUNCIL
COMMITTEE OF THE WHOLE MINUTES
Wednesday, November 12, 2025 at 6 pm

The Council of the City of Maumee, Ohio met on the above date in Council Chambers with the following members present: Gabriel Barrow, Jon Fiscus, Ted Kurt, Philip Leinbach, Margo Puffenberger, and Chelsea Ziss, (6). James MacDonald presiding. Josh Harris had an excused absence.

Roll Call: Gabriel Barrow, Jon Fiscus, Ted Kurt, Philip Leinbach, Margo Puffenberger, and Chelsea Ziss.

Mr. Barrow commenced the meeting by stating that, subject to approval from the EPA, an extension of 6 months for those who already had inspections prior to the consent decree would be considered. Discussion ensued regarding this proposed extension, how it would be applied, and what it would mean to the city work being done with questions regarding why the internal extension couldn't be amended/approved as other changes were. Explanations were given about keeping the EPA informed with objection as the parameters of the consent decree have been signed. It was ultimately agreed that Council and staff could review and modify the ordinance for an extension.

Matt Miles answered numerous questions about the inspections and remediation process, noting that 2362 inspections have been scheduled, 850 inspections have been completed, and 1532 commitment forms have been signed. Of further note is that the commitment form allows the city on your property to complete the lateral work so those who do not need additional inside repairs will still need to sign and submit the commitment forms. Mr. Miles also explained the plan for lateral repair and the order of areas that are planned to be addressed first and subsequently. Mr. Miles further expounded on his proposal for a 3-member panel/appeals board insisting that the board be independent; not to include him or any city staff. Technical people could be brought in to present information and arguments but the board would have a say in what is and is not covered and therefore set the precedence for better decisions.

Mr. Barrow made a motion to present to Council the proposal of a blanket six month extension from the date of the signed consent decree (10/6/25) and to establish the sewer remediation appeals board. Mr. Fiscus seconded the motion. All in favor so the motion carried.

Mr. Kurt inquired about the mechanism for refusals, which Mr. Lehenbauer explained would follow the nuisance protocol which already has an appeals board.

Extensive discussions continued around what would fall on the city to repair vs resident responsibility in regard to lateral lining, ie., tree root intrusion, a hole or clay failure, cesspools, and a belly in the line. Also of much discussion was the two avenues for inside repair- reimbursement to the homeowner after the repairs have been completed or approval for city to take charge and ultimately pay the contractor directly, both requiring inspection, two quotes, and financial information prior to proceeding with repairs. Residents were concerned with those who might not have the ability to pay upfront and the burdens that come with seeking loans and awaiting reimbursement while the city was concerned with staffing and the ability to take this responsibility on across the board. This issue was referred to the Finance Committee for discussion and review by Mayor MacDonald.

Also of note were questions around selling and buying a home where different scenarios were presented regarding if a seller already had an inspection, signed a commitment form or did not do anything and how that might impact buyers coming to Maumee. Mr. Lehenbauer will work on potential real estate transfer language with Mr. Poeppelmeier to assist with situations to consider.

Mrs. Puffenberger moved to adjourn at 8:06 p.m. until the next scheduled meeting November 17, 2025, at 6:15 p.m. Mrs. Ziss seconded the motion.

Roll call: 6voting yea, the Chair declared the motion carried.



2430 S. Detroit Ave., Maumee, OH 43537
419-893-1994
maumeeseniorcenter@gmail.com

Nov. 5, 2025

City of Maumee
400 Conant St.
Maumee, OH 43537

Dear Maumee City Council and Officials:

It's that time of year again—time for the annual Holiday Hustle 5K Race/Walk, Elf Fun Run and the Holiday Light Parade, set to take place on Sunday, Nov. 30, 2025.

The Maumee Senior Center and the Maumee Uptown Business Association respectfully request the permission and the support of the City of Maumee to help us host the event again this year. The Maumee Holiday Light Parade will take place immediately following the Holiday Hustle 5K on Sunday, Nov. 30, 2025

The Holiday Hustle registration will take place from 3-5 p.m. on race day at the Maumee Indoor Theater. The Elf Fun Run (children 12 and younger) will begin at 4:45 p.m. on race day. The runners will run down Conant Street to Broadway and turn around to run back.

The Holiday Hustle race will begin at 5:15 p.m. in front of the Maumee Indoor Theater on Conant Street. Runners will run along Conant Street to West Wayne Street before circling back to the theater. Also, the parade will begin at approximately 6 p.m. with lighted floats and walking groups.

Thank you for your continued support of the Maumee Senior Center and the Maumee Uptown Business Association. For questions regarding the parade, please contact: the Maumee Uptown Business Association. For questions regarding the Holiday Hustle, please feel free to contact me at anytime.

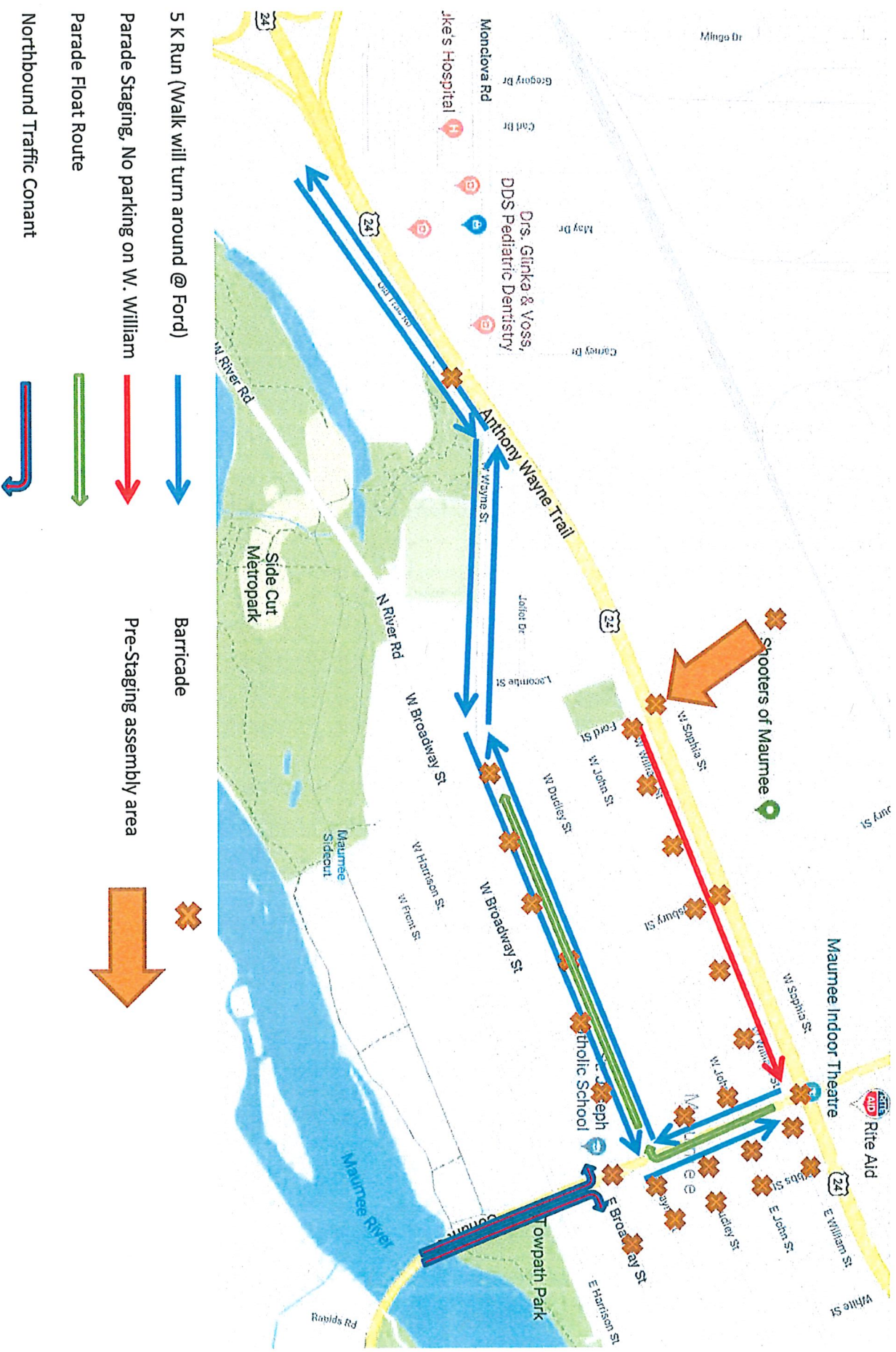
Sincerely,

Malinda Ruble

Malinda Ruble

Executive Director

Elf Fun Run 4:45PM-5:15PM. 5K Run 5:15PM-6:00PM. Parade 6:00PM-8:00PM





Department of Commerce

Division of Liquor Control

com.ohio.gov

Mike DeWine, Governor Jim Tressel, Lt. Governor Sherry Maxfield, Director

Dear Local Legislative Authority Official:

Please find enclosed the legislative notice that is being sent to you regarding the applied for liquor permit as captioned on the notice. You **must**, within 30 days from the "mailed" date listed on the notice under the bar code:

- Notify the Division whether you object and want a hearing; or
- Ask for your one-time only, 30-day extension. o Any requests for a one-time, 30-day extension will be reviewed by the Division upon timely receipt. If granted, your additional 30-days runs from the expiration of the original 30-day period.

To be considered **timely**, your above response **MUST** be faxed, emailed, or mailed to the Division no later than the postmark deadline date stated on the form. To speed up processing times and reduce paper, the Division respectfully asks that you either fax or email your response. Please send your response to:

FAX: (614) 644 – 3166
EMAIL: Liquordocs@com.ohio.gov
MAIL: Ohio Division of Liquor Control
Attn: Licensing Unit
6606 Tussing Road
PO Box 4005
Reynoldsburg, Ohio 43068-9005

To find out who has disclosed an ownership interest in the permit application to us you can:

- Visit com.ohio.gov/liquorinfo. Select the "Search who has disclosed an ownership interest" tab. Where asked, enter the permit number listed on the legislative notice; or
- Contact your police department or county sheriff (if you are a township fiscal officer or county clerk). We also sent them detailed ownership information to review for any criminal background issues involving the disclosed persons.

We have resources for you at com.ohio.gov/govhelp. Never miss out on when renewal objections are due! Sign-up for our emails at com.ohio.gov/stayinformed.

Thank you in advance for your cooperation,

Division Licensing Section

(rev. 2.12.25)



NOTICE TO LEGISLATIVE AUTHORITY

TO

10006086-1 PERMIT NUMBER	NEW TYPE	Sunrise Parkway LLC Sunrise Skillet 2550 Parkway Plaza Maumee OH 43537 Muni/Village/Twp: Maumee
ISSUE DATE		
7/22/2025 FILING DATE		
D-5I PERMIT CLASSES		
48044 TAX DISTRICT	JUN RECEIPT NO	

FROM 10/29/2025

PERMIT NUMBER	TYPE	
ISSUE DATE		
FILING DATE		
PERMIT CLASSES		
TAX DISTRICT	RECEIPT NO	

MAILED 10/29/2025

RESPONSES MUST BE POSTMARKED NO LATER THAN 11/29/2025

IMPORTANT NOTICE

PLEASE COMPLETE AND RETURN THIS FORM TO THE DIVISION OF LIQUOR CONTROL WHETHER OR NOT THERE IS A REQUEST FOR A HEARING.

REFER TO THIS NUMBER IN ALL INQUIRIES: JUN NEW 10006086-1
(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

WE REQUEST A HEARING ON THE ADVISABILITY OF ISSUING THE PERMIT AND REQUEST THAT THE HEARING BE HELD ☐ IN OUR COUNTY SEAT ☐ IN COLUMBUS

WE DO NOT REQUEST A HEARING ☒

DID YOU MARK A BOX? IF NOT, THIS WILL BE CONSIDERED A LATE RESPONSE.

PLEASE SIGN BELOW AND MARK THE APPROPRIATE BOX INDICATING YOUR TITLE:

(Signature)

(Title) - ☐ Clerk of County Commissioner

(Date)

☒ Clerk of City Council

☐ Township Fiscal Officer

(Printed Name)

(Email Address)

(Telephone No.)

CLERK OF MAUMEE CITY COUNCIL
400 CONANT ST
MAUMEE OH 43537-3366

ORDINANCE NO. 035 - 2025

AN ORDINANCE ADOPTING AN UPDATED MAUMEE
SANITARY SEWER OVERFLOW REMEDIATION POLICY
AND PROGRAM

WHEREAS, Maumee has previously adopted a Sanitary Sewer and Remediation Policy through Ordinance 023-2025;

WHEREAS, there are some modifications to the program that have been proposed that are necessary for the operation of the program:

WHEREAS, the City Council of the City of Maumee finds that this Updated Sanitary Sewer Overflow and Remediation Policy and Program and payment for remediation of nuisance conditions involving private sewer laterals, footer drains, downspouts, sump pumps and other drains would be for a public purpose as defined by Ohio law; that the actions taken or proposed including paying for the cost of repairing, lining or replacing sewer laterals and for the redirection of floor drains, installation, redirection or correction of sump pumps, redirection of downspouts and redirection or correction of other clean water connections pursuant to the Maumee Sanitary Sewer Overflow Remediation Policy and other programs pursuant to the eligibility requirement of said programs from sewer funds would be for the general good of the residents of the City of Maumee; provides a less costly method to remediate the issues with the sewer system; is a proper use of sewer funds which are the funds received from residents and users of the sewer system; promotes the public health and general welfare of the City of Maumee; would abate the public nuisance conditions which exist in many residential and other properties and serves a public purpose by providing support for the individuals and property owners that benefit from this program.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Maumee, Ohio, that:

SECTION 1. Maumee adopts and approves the Updated Sanitary Sewer Overflow Remediation Policy and Program attached hereto as Exhibit A.

SECTION 2. Maumee determines as part of this ordinance that sewer laterals that are broken or cracked, are substandard, are constructed of a non-approved material, or are otherwise defective, or otherwise allows or could allow the infiltration of clean water into the sanitary sewer system are nuisances; that structures or properties that discharge or that allow storm water, waste, other waters, or pollutants to enter the Maumee sanitary sewers or that allow pollutants to enter the Maumee storm sewers are a nuisance that need to be remediated and finds that work on or in private property is necessary to eliminate these nuisances.

SECTION 3. That the City of Maumee has determined that expenditure of funds for this program serves a public purpose as set forth herein and as such shall fund the Sanitary Sewer Overflow Remediation Policy and Program from sewer funds and rates to abate these nuisances for eligible property owners; shall fund the Sanitary Sewer Overflow Remediation Policy and Program from sewer funds which Program provides payment for repair, lining, or replacement of private sewer

laterals which are in need of repair, lining or replacement; the redirection of footer drains, redirection or correction of downspouts, redirection, correction or installation sump pumps and redirection or correction of other drains that are improperly connected to the Maumee sewer system for eligible properties and property owners to abate these nuisances; shall fund or reimburse eligible property owners for the installation and provide for the initial installation of residential sump pumps when needed to abate a nuisance condition and bring an eligible property into compliance with the clean water act and install or reimburse for the installation of sanitary lateral clean outs with funds from the sewer funds and rates as set forth in said Sanitary Sewer Overflow Remediation Policy and Program guidelines and any other program for eligible properties and property owners.

This funding for sewer laterals and interior work does not include properties or property owners who are not eligible for funding as set forth in the Sanitary Sewer Overflow Remediation Policy and Program or fail to apply for funding as set forth in said program or who are not otherwise eligible for said funds as set forth in said program.

Maumee staff are authorized and directed to continue to make the payments outlined in the Sanitary Sewer Overflow Remediation Policy and Program guidelines and authorized to continue to reimburse eligible property owners for work performed in compliance with said program and City Council approves the payments made for said program, as such payments are required to comply with the Consent Decree. Payments are subject to appropriations available and approved by Council.

SECTION 4. The prior Sewer Remediation Program is hereby replaced with the updated Program as attached hereto. All other portions of Ordinance 023-2025 not modified herein shall remain in full force and effect.

SECTION 5. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements, including the Maumee Charter.

SECTION 6. This Ordinance is hereby declared to be an emergency measure and shall take effect and be in force immediately from and after its passage. The reason for the emergency lies in the fact that this Ordinance is necessary for the immediate preservation of the public peace, health, and safety in that these provisions are necessary to alleviate the acute public health risks associated with sanitary sewer discharges; to eliminate to the extent possible clean water connections to the Maumee sewer system in a timely manner; to comply with EPA mandates and protect the environment, residents, pets, and wildlife from the potential impact of sewer discharges; provide continued financial assistance for work as set forth herein for certain properties within the City of Maumee; provide funding for work in eligible private residences; and reduce sewer treatment costs and reduce long term treatment costs and expenses including the cost of storage tanks for the City and its residents.

Law Director

City of
MAUMEE ©

est. 1817



Sanitary Sewer Overflow Remediation Policy And Program-City of Maumee

Proposed solution to effectively eliminate sanitary sewer overflows while avoiding the construction of sanitary sewer storage facilities. This program is designed to cover certain property owner costs through the existing sewer rate structure.

(Authorized City of Maumee September 12, 2024; revisions (2/5/2025), (3/13/2025, 3/23/2025, 3/26/2025, 5/8/2025, 5/27/2025, 8/13/2025)

Data indicates that a substantial amount of the inflow and infiltration into the city's sanitary system is coming from sanitary sewer laterals, footer drains, downspouts, and sump pumps on residential properties or commercial structures in the historic district/uptown district, that have improper connections, lack sump pumps, and/or consist of damaged or deteriorated lateral material.

(Please Note: Structures greater than 15,000 square feet do not qualify for grant funding for internal correction measures).



2025 City of Maumee Area Median Income (AMI)

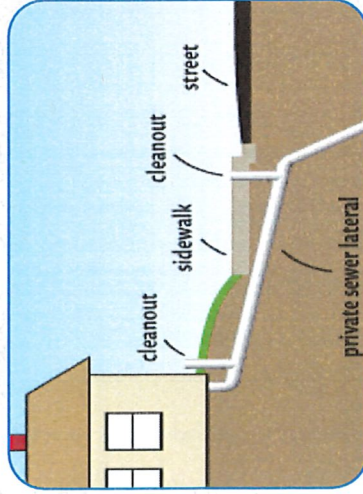
100%	125%	200%	250%
\$79,203	\$99,904	\$158,406	\$198,008

PRIORITIZATION



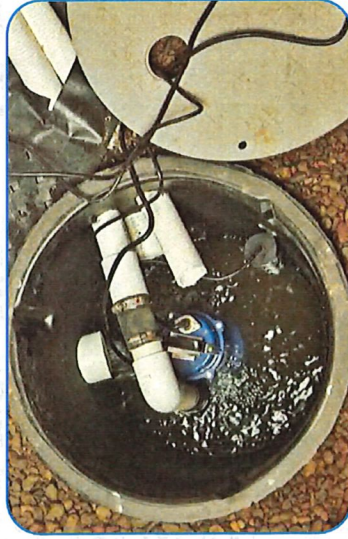
Public Sanitary Sewer Main & Manhole lining (Uptown & Turnpike Area)

- \$61.2 million (Nominated December 2024)
- Bid Advertising (ongoing & estimated summer of 2025)
- Paid through Sewer Rates



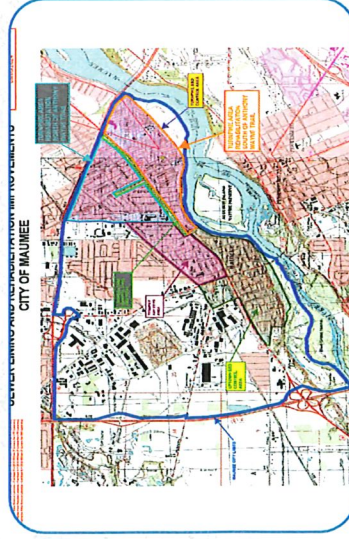
Sanitary Sewer Laterals(Nuisance Laterals)

- \$20 million (Nomination December 2024) (Comprehensive Uptown Drainage Area Lateral inspections start February 2025)
- Bid Advertising (Summer of 2025 Public & Private Sanitary Sewer Laterals) (first drainage area uptown)
- Publicly paid (through sewer rates)(up to 450 feet of private lateral for those earning less than 200% AMI, 300 feet between 200% & 250% AMI, and up to 100 feet for those who exceed 250% AMI per household)



Private Footer, Downspout, and Sump Pump Corrections and Sump Pump Installations for properties with illicit connections

- \$20 Million-Grant/Loan Availability summer of 2025 (Depending on funding eligibility and yearly appropriations) (Retroactive from June 17, 2024)
- Publicly paid to qualified property owners (through sewer rates) (except for sanitary grinder pumps, floor coverings, drywall, other waterproofing systems, and all other elements not specifically related to Clean Water Act compliance)



Public Sanitary Sewer Main & Lateral Lining (Area West Of Key and North of St. Lukes)

- \$20 Million (Available to qualifying property owners)
- February 2030 Bid Advertising
- Publicly paid (through sewer rates)(up to 450 feet of private lateral for those earning less than 200% AML, 300 feet between 200% & 250% AML, and up to 100 feet for those who exceed 250% AML per household)(through sewer rates) (except for sanitary grinder pumps & other waterproofing systems, floor coverings, drywall and all other elements not specifically related to clean water compliance)



PURPOSE

To aid those property owners and investors with residential properties or commercial buildings within the historic and/ or uptown district most in need, the City of Maumee is replacing or lining substandard sanitary sewer laterals at no additional cost to certain qualifying property owners* within the following caveats: A sliding cost scale reduced every year there after for repair, replacement, and/or lining of substandard sewer laterals is applied. The City will also provide grants for sewer work within principal property structures as such expenditures achieve a “public purpose,” provided appropriated funds are available. City Council has approved the expenditures as serving a public purpose and the Consent Decree orders Maumee to comply with its SSES and eliminate discharges to the river from its sanitary sewer system. (See Ordinance 020-2025) The prioritization as outlined on slides 5 & 6.

** Please Note: (No funding will be provided for commercial buildings, unless located in uptown district and are less than 15,000 square feet, or in residential buildings containing 3 or more units). Additionally, all properties, (commercial, residential, and Industrial), contributing to the City’s sanitary sewer collection system regardless of their eligibility for funds are required to comply with this program to ensure Clean Water Act compliance.*



Grant/Loan Program for Corrective Measures

Income Qualification

Combined household income of 100% Area Median Income (AMI) (\$79,203) or less annually

Combined household income of 125% Area Median Income (AMI) (\$99,904) or less annually

Combined household income of 200% Area Median Income (AMI) (\$158,406) or less annually

Combined household income of 250% Area Median Income (AMI) (\$198,008) or less annually

Combined household income exceeding 250% Area Median Income (AMI) (\$198,008) annually.

Grant/Loan Ratio

100% Grant Funded, if commitment form signed in 2025; 90% grant/10% (0%) interest loan in 2026, 80/20 in 2027, 70/30 in 2028, 60/40 in 2029, & 50/50 in 2030. (up to 7-year loans) The City will provide no funding for those who wait until after 2030 to sign commitment form. Interior work must be completed within one year of the completion of the City inspection. An extension of time of 6 months may be granted by the Capital Projects Manager in special circumstances.

100% Grant if commitment form signed in 2025; 80% grant/20% (0%) interest loan, in 2026, 70/30 in 2027 60/40 in 2028. The City will provide no funding for those who wait until after 2028 (up to 6-year loans) The City will provide no funding for those who wait until after 2028 to sign commitment form. Interior work must be completed within one year of the completion of the City inspection. An extension of time of 6 months may be granted by the Capital Projects Manager in special circumstances.

100% Grant if commitment form signed in 2025; 70% grant/30% loan in 2026, 60/40 in 2027, 50/50 in 2028. (up to 5-year loans) The City will provide no funding for those who wait until after 2028 to sign commitment form. Interior work must be completed within one year of the completion of the City inspection. An extension of time of 6 months may be granted by the Capital Projects Manager in special circumstances.

100% Grant if commitment form signed in 2025; 60% grant/40% Loan in 2026, 50/50 2027. (up to 4-year loans) The City will provide no funding for those who wait until after 2027 to sign commitment form. Interior work must be completed within one year of the completion of the City inspection. An extension of time of 6 months may be granted by the Capital Projects Manager in special circumstances.

80% grant and 20%, 0 Interest Loan, if commitment form signed in 2025 & 25%/75% Loan in 2026. (up to 3-year loans) The City will provide no funding for those who wait until after 2026 to sign commitment form. Interior work must be completed within one year of the completion of the City inspection. An extension of time of 6 months may be granted by the Capital Projects Manager in special circumstances.



Specific qualifying factors and restrictions for this program: Grant/loan amortization schedules are dependent on cost of repair and amount of loan.

Loans, if any, will be secured through lien placement in favor of the City of Maumee.

A free City sewer inspection shall be required to determine the extent of repairs needed for all properties. Two or more repair quotes for internal work must be submitted and approved by the City Service Department.

The City shall pay the property owner either through "proof of contractor payment" or through a contractor signed "full conditional waiver of lien". (This protects the property owner).

Grants, if applicable, (work completed prior to December 31, 2025), will be retroactive to June 17, 2024, at a maximum reimbursement listed below of those with less than 250% AMI. Cleanout reimbursement for those exceeding 250% AMI shall be restricted the first 100 feet of lateral:

- \$110/lineal ft for replacement laterals; \$120/lineal ft for lining; and \$1,500 for an exterior cleanout for 6ft deep or less.
- \$130/lineal ft for replacement laterals; \$140/lineal ft for lining; and \$2,200 for an exterior cleanout between 7 and 12ft deep.
- \$160/lineal ft for replacement laterals; \$150/lineal ft for lining; and \$3,000 for an exterior cleanout between 12 to 15 ft deep.
- \$180/lineal ft for replacement laterals; \$150/lineal ft for lining; and \$4,000 for an exterior cleanout 16ft or deeper.

NOTE: Only laterals from the public main to the principal structure on the property shall receive funding. For other corrective work this program only provides payment for the redirection of footer drains, redirection or correction of downspouts or other drains and installation, or the correction or redirection of sump pumps.

(AMI) Area Median Income for purposes of these calculations shall mean Adjusted Gross Income AGI, minus rental and other business losses or expense)
(For additional information regarding logistics of the program please refer to maumee.org for most updated Flow Chart.)



City Council has found that properties with illicit discharges are a nuisance and that expenditure of public funds to abate said nuisances serves a public purpose. However, since the City may only be able to complete 600 to 700 remediations in any one calendar year, the City is offering commitment contracts for following years at the grant amount applicable to 2025 to the extent a property owner signs a non-revokable commitment contract to complete repairs. For example: A property owner who finds they are 2000th on the list of applying for and completing sewer inspections needs to sign a commitment contract before the end of the 2025 calendar year to be eligible for the grants and exterior sewer lateral lengths offered in 2025. If the property owner fails to honor said commitment contract, the grant amount and lateral commitment resets to the year in which repairs are made.

Interest Rates: For loans made during the 2025 calendar year 0%;

During 2026 2%;

During 2027 3%;

During 2028 5%;

During 2029 7%.

During 2030 9%.

No funding will be provided for those who wait until after 2026 and 2027 respectively for 250% and 200% AMI to sign commitment form and complete interior work within a year there from.

(NOTE) (Funds contingent on appropriation and authorization by council)(Consent decree requires that Maumee eliminate discharges to the sewer system and comply with SSES which incorporates Maumee programs)



est. 1817

LUCAS COUNTY'S MEMORANDUM OF UNDERSTANDING TO ADDRESS CHILD ABUSE AND NEGLECT

I. STATEMENT OF PURPOSE

This memorandum of understanding (hereinafter MOU) to address child abuse and neglect is required by sections 2151.4220, 2151.4221, 2151.4222, 2151.4223, 2151.4225, 2151.4226, 2151.4228, 2151.4229, 2151.4230, 2151.4231, 2151.4232, 2151.4233, and 2151.4234 of the Ohio Revised Code and rule 5180:3-1-26 of the Ohio Administrative Code. It is an agreement among **Lucas County Children Services** (hereinafter PCSA) and community partners that delineates roles and responsibilities for referring, reporting, investigating, and prosecuting child abuse and neglect cases within **Lucas County** (hereinafter county). The MOU also identifies procedures for collaborative service provisions needed to ensure child safety, permanence, and well-being, and the minimum requirements of screening, assessment/investigation, and service planning, to meet mandates included in children services legislation passed by the 134th Ohio General Assembly. Two primary goals of this MOU are:

- The elimination of all unnecessary interviews of children who are the subject of reports of child abuse or neglect.
- When feasible, conducting only one interview of a child who is the subject of a report of child abuse or neglect.

Throughout the state each PCSA provides the following services to their communities:

Screening: The capacity to accept and screen referrals of suspected child abuse, neglect, and/or dependency includes but is not limited to the following: Receiving referrals 24 hours/day, 7 days/week; Recording and retaining referral information; Following Ohio's screening guidelines based on Ohio Administrative and Revised Code and categorizing the child maltreatment type; Adherence to a protocol for making screening and differential response pathway decisions regarding referrals of suspected child abuse, neglect, and/or dependency within 24 hours from the time of the referral; Documenting case decisions; And assigning a response priority of emergency or non-emergency to any screened in report.

Assessment and Investigation: The capacity to investigate and assess accepted reports of suspected child abuse, neglect, and/or dependency, includes responding to emergency reports within one (1) hour and non-emergency reports within twenty-four (24) hours; Conducting an initial Safety Assessment using a standardized CAPM (Comprehensive Assessment Planning Model) tool within the timeline prescribed in the Ohio Administrative Code; Completing a more in-depth CAPM Family Assessment including a clinical and actuarial risk assessment within sixty (60) days; Working collaboratively with other investigative agencies when appropriate; Making traditional response case dispositions within required timeframes; Evaluating the need for protective, prevention, or supportive services and/or court involvement; and documenting all activities and case determinations.

Service Provision: The capacity to provide services that ameliorate, eliminate, or reduce future child maltreatment and the conditions which led to abuse, neglect, or dependency includes providing service planning and case management coordination; Identifying and stating the concern and behavior change(s) needed for reunification to occur through the use of the CAPM Family Case Plan; Monitoring the family's case progress, measuring service outcomes, re-assessing safety and risk, and evaluating permanency options by using the CAPM Case Review and Semi-Annual Review tools; And adhering to existing visitation, documentation, and case closure protocols.

II. ROLES AND RESPONSIBILITIES OF EACH PARTICIPATING AGENCY

A. CDJFS/PCSA (If a combined agency or stand-alone PCSA)

The PCSA is the lead agency for the investigation of child abuse, neglect, or dependency in the county. The PCSA will coordinate and facilitate meetings, establish standards and protocol for joint assessment/investigation with law enforcement, cross-referrals, confidentiality, and training of signatories as required by statute. Child Protective Services staff and management will also participate in meetings and trainings as deemed appropriate at the discretion of the Director.

B. LAW ENFORCEMENT

The county peace officer, each Chief of the local political subdivisions, and any other law enforcement officers handling child abuse and neglect cases in the county will have responsibility for: taking referrals/reports alleging child abuse and neglect from any source within their respective jurisdiction; Referring reports to the PCSA as soon as possible or within **12 hours for non-emergency reports and upon receipt for emergency reports** for investigation of the circumstances; Determining whether allegations of abuse or neglect rise to the level of criminal conduct; Cooperating with the PCSA in a joint and thorough investigation when the information contained in the report lends itself to allege a present danger; Assisting the PCSA in hazardous situations where the provision of protective services or the investigation of child abuse or neglect is impeded; Coordinating with the PCSA on interviews with principals of the case when there are serious criminal implications; Notifying the PCSA of any legal action involving an alleged perpetrator of child abuse or neglect; Responding to the PCSA's requests for information regarding the status of the legal action; Providing police record checks for the PCSA as necessary or requested as permitted by law; Consulting with the PCSA prior to removal of a child from their home when possible; Handling and coordinating investigations involving a child fatality or near fatality which may have resulted from abuse or neglect.

C. JUVENILE COURT

The most senior Juvenile Judge in point of service of the county or their representative, selected by the Judge, if more than one, will be responsible for

attending meetings concerning the MOU, entering into agreements with the other signatories of the MOU regarding the court's responsibility to timely hear and resolve child abuse, neglect, and dependency matters, signing the MOU, and updating the MOU or approving any amendment.

The juvenile court has a duty to exercise jurisdiction over adults and children to hear and decide matters as permitted by the Ohio Revised Code Chapters 2151 and 2152. The court is responsible for issuing orders regarding the care, protection, health, safety, mental and physical best interest of children. The Juvenile Judge will ensure that due process of law is achieved; Hear evidence and issue findings of fact and conclusions of law as to any abused, neglected, or dependent child; Order timely and safe permanency dispositions for children; Preserve the family environment whenever possible while keeping the child(ren)'s health and safety paramount.

D. COUNTY PROSECUTOR

The County Prosecutor will report suspected cases of child abuse and neglect to the PCSA or appropriate law enforcement agency. The County Prosecutor will represent the PCSA in legal actions to protect a child from further harm resulting from child abuse or neglect unless the Prosecutor has granted consent for the appointment of an In-house PCSA Attorney pursuant to Ohio Revised Code chapters 309 and 305.

The prosecuting attorney may inquire into the commission of crimes within the county. The prosecuting attorney will prosecute, on behalf of the state, all complaints, suits, and controversies in which the state is a party, except for those needing to be prosecuted by a special prosecutor or by the attorney general. The County Prosecutor is to determine, based upon the facts, whether criminal culpability exists and if enough evidence exists for a matter to be prosecuted. The prosecutor will be available to law enforcement and the PCSA staff for questions or assistance in the investigation of child abuse and neglect cases and eliminate the need for testimony at the municipal court level by allowing for direct presentation to the Grand Jury, when feasible, to minimize trauma to child victims. The prosecuting attorney agrees to aid the PCSA in protecting the confidential nature of children services records and investigations; As well as the special protection afforded to the identity of the reporting source.

E. COUNTY DEPARTMENT OF JOB & FAMILY SERVICES [If not part of a combined agency]

☐ Not Applicable (*if selected, this section is not relevant.*)

If the county's Department of Job and Family Services is a separate agency from the PCSA, employees within the county agency are expected to report suspected cases of child abuse and neglect to the PCSA or appropriate law enforcement agency upon receipt; Collaborate with the PCSA to assist families in caring for their children; Assure that children at risk of abuse and neglect receive protective services; Assure service coordination for families already

involved with the PCSA; Promote ongoing communication between the county's Department of Job and Family Services and the PCSA regarding mutual clients, including minors under the protective supervision or in the custody of the Agency and/or minor parents; Assist the PCSA upon request in obtaining case or assistance group information regarding a family when the PCSA is assessing Title IV-E eligibility or completing an assessment/investigation of a child at risk or alleged to be abused; Assist the PCSA in obtaining addresses and attempts to locate parents whose whereabouts are unknown, pursuant to OAC 5180:2-33-28; And where applicable and permitted assist the PCSA in locating suitable relatives or kin that may be available as familial support for the child(ren) or as a placement option.

F. LOCAL ANIMAL CRUELTY REPORTING AGENCY

The local animal cruelty reporting agencies are to investigate reports of animal abuse and neglect within the county and, pursuant to ORC 2151.421, report suspected cases of child abuse and neglect that may be observed during the commission of their duties to the PCSA or local law enforcement.

G. CHILDREN'S ADVOCACY CENTER (Needs to be included if agreement with CDJFS/PCSA exists. Option to skip this section if your agency does not have a formal agreement with a children's advocacy center.)

☐ Not Applicable *(if selected, this section is not relevant.)*

The Children's Advocacy Center (CAC) will establish internal protocols regarding the investigation of CAC cases, participate in training as needed, work jointly and cooperatively in their established role with the other team members in the investigation of CAC cases, and attend and exchange information when meeting with the PCSA, law enforcement, and other signatories of this agreement.

H. CLERK OF COUNTY COMMON PLEAS COURT (Optional per statute, but benefits to inclusion should be considered per county. If the Clerk signs this MOU, the Clerk will execute all relevant responsibilities as required of officials specified in this MOU.)

☐ Not Applicable *(if selected, this section is not relevant.)*

The Clerk of County Common Pleas Court will collaborate with the PCSA, County Prosecutor, and local law enforcement to establish standards and processes for the filing and acceptance of abuse, neglect, and dependency pleadings; Notice to the necessary parties; Service of process; How to send and receive communications from the Clerk; Defining acceptable methods of communication; Best practices for handling emergency/ex parte motions and orders which require the removal of children and need to be acted upon in an expeditious manner; Date and timestamp process and any cut-offs; Determine how and when to expect decisions or entries to be communicated; Provide periodic training for those involved in the investigation of child abuse and neglect

and the signatories of this MOU; Be available to the PCSA management staff or the Prosecutor should questions arise.

III. SCOPE OF WORK

The key objective of this MOU is to clearly define the roles and responsibilities of each agency in the provision of child protective services.

A. Mandated reporters and penalty for failure to report

Persons identified as mandated reporters per Ohio Revised Code section 2151.421, while acting in official or professional capacity, will immediately report knowledge or reasonable cause to suspect the abuse or neglect of a child in accordance with that section. Reports will be made to the PCSA or a law enforcement officer.

The penalty for the failure of a mandated reporter to report any suspected case of child abuse and/or neglect pursuant to ORC section 2151.421 is a misdemeanor of the fourth degree. The penalty is a misdemeanor of the first degree if the child who is the subject of the required report that the offender fails to make suffers or faces the threat of suffering the physical or mental wound, injury, disability or condition that would be the basis of the required report when the child is under the direct care or supervision of the offender who is then acting in the offender's official or professional capacity or when the child is under the direct care or supervision of another person over whom the offender, while acting in the offender's official or professional capacity, has supervisory control. Failure to report suspected child abuse and/or neglect may also result in civil liability in the form of compensatory or exemplary damages.

Lucas County Children Services will report any known violations of ORC 2151.421 to the Lucas County Prosecutor's office.

B. System for receiving reports

Reports of child abuse or neglect will be made to the PCSA or any law enforcement officer with jurisdiction in the county. If the PCSA contracts with an outside source to receive after-hour calls, a copy of the signed agreement will be attached to this MOU which indicates that all reports with identifying and demographic information of the reporter and principals will be forwarded to a designated children services worker within an hour of receipt, confidentiality requirements will be met, and how the public is informed of after-hours reporting opportunities.

Lucas County Children Services operates 24-hours a day, every day of the year. Although Lucas County Children Services has base hours of 8:30 am to 4:30 pm, Lucas County Children Services accepts reports of abuse or neglect at all hours of the day. Reports of abuse or neglect are accepted by phone at 419-213-3400, or in-person reports are accepted at 301 Adams Street, Toledo, OH 43604.

When a law enforcement officer receives a report of possible abuse or neglect of a child or the possible threat of abuse or neglect of a child, the law enforcement officer will refer the report to the appropriate PCSA unless an arrest is made at the time of the report that results in the appropriate PCSA being contacted concerning the alleged incident involving the child.

When the PCSA screens in a report of child abuse, the PCSA will notify the appropriate law enforcement agency of the report, unless law enforcement is present and an arrest is made at the time of the report that results in the appropriate law enforcement agency being notified of the child abuse.

When the PCSA screens in a report of child neglect, and the PCSA implements a legally authorized out-of-home placement due to neglect within the first seven days of the assessment/investigation, the PCSA will notify the appropriate law enforcement agency within the first seven days of the assessment/investigation unless an arrest is made at the time of the report that results in the appropriate law enforcement agency being notified of the child neglect.

C. Responding to mandated reporters

When the PCSA receives a referral from a mandated reporter who provides their name and contact information, the PCSA will forward an initial mandated reporter notification to the referent within seven days. The notification will be provided, in accordance with the mandated reporter's preference. Information shared with the mandated reporter will include the information permitted by ORC 2151.421(K):

- Whether the agency or center has initiated an investigation of the report;
- Whether the agency or center is continuing to investigate the report;
- Whether the agency or center is otherwise involved with the child who is the subject of the report;
- The general status of the health and safety of the child who is the subject of the report;
- Whether the report has resulted in the filing of a complaint in juvenile court or of criminal charges in another court.

When the PCSA closes an investigation/assessment reported by a mandated reporter, the PCSA will forward a mandated reporter referral outcome notification to the referent. The notification will be provided in accordance with the mandated reporter's preference. Information shared with the mandated reporter will be that permitted by ORC 2151.421 to include a notification that the agency has closed the investigation along with a point of contact.

D. Roles and responsibilities for handling emergency cases of child abuse, neglect, and dependency

1. PCSA's Response Procedure

When the PCSA determines that a report is emergent, the PCSA will attempt a face-to-face contact with the child subject of the report/ alleged child victim within one hour of the receipt of the report.

If the PCSA identifies an active safety threat at any point during the assessment/investigation, the caseworker or supervisor will implement a safety response.

In all situations, LCCS will give consideration to providing child protection services in the family's home.

LCCS may implement a safety plan pursuant to OAC prior to initiating removal proceedings. A safety plan may occur in the home or in an out-of-home setting. If the child cannot be protected in the home, a safety plan is not appropriate and removal is necessary, LCCS will pursue obtaining a custody order through the Juvenile Court. Law enforcement may also remove the child if, in the opinion of the peace officer, removal is considered essential to protect the child from further abuse or neglect.

When possible, the peace officer will avoid removing a child from the home pending contact with a LCCS case worker. When contact with the LCCS caseworker is not possible, the officer may take a child into custody if there are reasonable grounds to believe that the child is suffering from illness or injury, is not receiving proper care, or is in immediate danger from their surrounding and immediate removal is necessary.

LCCS is able to obtain an ex parte emergency order of custody by telephone from a juvenile court magistrate or judge if there is probable cause to believe the child is at immediate risk of physical or emotional harm. An agreement has been reached between law enforcement and LCCS regarding the enforcement of ex parte orders. LCCS must then file a formal complaint and request an emergency hearing before the end of the next business day following the day the child is taken into custody.

2. Law Enforcement and [Enter CAC and/or any other applicable party] Response Procedure

Joint Interviews in Child Sexual Abuse Investigations

In order to minimize trauma to the alleged child victim, LCCS and law enforcement are committed to conducting joint interviews in

child sexual abuse, severe physical abuse and severe neglect investigations and assessments. As stated above, joint interviews will take place whenever deemed necessary by LCCS and/or by the law enforcement agency. When any party is unable to reach an agreement with either LCCS or law enforcement regarding a commitment to ensure that a joint interview takes place, they are strongly encouraged to provide feedback to the appropriate agency regarding this issue. The concerned party should contact the immediate supervisor of the individual involved, and proceed up the chain of command until the issue is resolved.

3. Children in Need of Medical Attention Special Response Procedures

In situations where law enforcement is involved and there is a child who appears to have been physically abused or who otherwise needs immediate medical attention, the child should be taken directly to the hospital by the peace officer. An immediate telephone report must subsequently be made to LCCS. A case worker will meet the officer at the hospital and will evaluate, from discussions with the medical professionals, the parents, the child(ren), or others, what actions need to be taken for the child's safety. Consideration will be given to exploring available services to support the family.

E. Standards and procedures to be used in handling and coordinating investigations of reported cases of child abuse and/or neglect

Methods to be used in interviewing the child who is the subject of the report and who allegedly was abused and/or neglected, alleged perpetrators, and other family members and witnesses/collaterals will be discussed and agreed upon in advance by the PCSA and the corresponding law enforcement agency.

To the extent possible investigative interviews of children who are the alleged victims of reports of abuse and/or neglect where criminal activity is suspected, including reports of human trafficking, are cooperatively planned by the PCSA and the law enforcement agency of the jurisdiction.

Every effort will be made by the signatories of this MOU to prevent or reduce duplicate interviews of the victims or witnesses. When feasible, to reduce trauma complete only one interview with the alleged child victim/ child subject of the report. The PCSA agrees to be the lead agency in scheduling the time, place, and location of joint interviews as well as notifying all participants.

Before starting the interview, the participants will determine who is to be present in the room, who will be asking the questions, what areas are to be

covered, and who will be the scribe for the interview. Audio and video recordings may be used when necessary.

When law enforcement or the prosecutor's office interviews a participant in a criminal investigation and a representative of the PCSA is not present, the interviews conducted by law enforcement or the prosecutor's office may be used by the PCSA to meet the agency investigative requirements set forth in rule. Law enforcement or the prosecutor's office will forward a written summary of the interview to the PCSA upon request.

The PCSA agrees not to proceed without the advice and consent of the prosecutor's office when a criminal investigation is being conducted concurrently. The PCSA will not jeopardize a criminal investigation but will work with law enforcement to protect the safety of the child victim or witnesses. Law enforcement will be the lead agency in the collection of forensic evidence and will coordinate with the necessary facilities to obtain and store such evidence properly.

LCCS shall follow up with law enforcement to ensure timely assistance and to complete mandated assessment/investigation activities within the 60-day timeframe allowed in the rule.

The PCSA will follow up with law enforcement to ensure timely assistance and to complete mandated assessment/investigation activities within the sixty-day timeframe.

F. Standards and procedures addressing the categories of persons who may interview the child who is the subject of the report and who allegedly was abused or neglected

The categories of personnel who may conduct interviews of children who are the subjects of reports of alleged abuse, neglect, and/or dependency are limited to the following:

- Casework and supervisory staff of the PCSA
- Law enforcement personnel
- County or city prosecuting attorneys, assistant prosecuting attorneys, in-house JFS legal counsel if applicable, and their investigative staff
- **Children's Advocacy Center trained staff**
- **Medical professionals for the purpose of diagnosis and treatment and to provide ongoing supportive services.**
-

G. Standards and procedures for PCSA requests for law enforcement assistance

[Insert county-specific procedures when the CDJFS/PCSA requires law enforcement to respond immediately.]

The PCSA may request the assistance of law enforcement during an assessment/investigation if one or more of the following situations exist:

- An exigent circumstance.
- The PCSA has reason to believe that the child is in immediate danger of serious harm.
- The PCSA has reason to believe that the worker is, or will be, in danger of harm.
- The PCSA has reason to believe that a crime is being committed, or has been committed, against a child.
- The PCSA worker needs to conduct a home visit after regular PCSA business hours, and a law enforcement escort is requested as a standard operating procedure.
- The PCSA is removing a child from his or her family via an order of the court, and the assistance of law enforcement is needed as the PCSA has reason to believe the family will challenge the removal.
- The PCSA is working with a client who has a propensity toward violence, and the assistance of law enforcement is needed to ensure the safety of all involved.
- The PCSA is working with a family that has historically threatened to do harm to PCSA staff.

LCCS staff may call the non-emergency number to request law enforcement assistance.

H. Specialized Investigations or Circumstances

To the extent possible, investigative interviews of children who are the alleged child victims/child subjects of the report of abuse and neglect where criminal activity is suspected, including reports of human trafficking, physical and sexual abuse, domestic violence, child endangering, or the like, are cooperatively planned by the PCSA and the law enforcement agency of jurisdiction.

1. Out-of-Home Care

The PCSA conducts an out-of-home care investigation in response to a child abuse or neglect report that includes an alleged perpetrator who meets one or more of the following criteria:

- Is a person responsible for the alleged child victim's care in an out-of-home care setting as defined in rule 5180:2-1-01 of the Administrative Code.
- Is a person responsible for the alleged child victim's care in out-of-home care as defined in section 2151.011 of the Revised Code.
- Has access to the alleged child victim by virtue of their employment by or affiliation to an organization as defined in section 2151.011 of the Revised Code.

- Has access to the alleged child victim through placement in an out-of-home care setting.

The PCSA follows the procedures for conducting out-of-home care investigations as described in section 5180:2-36-04 of the OAC.

In addition, when LCCS receives such a report, LCCS shall immediately contact the out-of-home care setting administrator or designee, or the board of directors, county commissioners or law enforcement if the administrator is alleged to be the perpetrator in order to:

- **Share information regarding the allegation**
- **Determine responsibility for informing the parents, guardian, or custodian of the alleged child victim**
- **Discuss what actions have been taken to protect the alleged child victim and other children and share what investigative activities will follow.**

If another agency is required by statute or administrative rule to conduct its own investigation to address issues other than child abuse/neglect (i.e., internal management or licensure issues), LCCS will, when at all possible, attempt to coordinate the interview of the alleged child victim. Upon completion of the investigation, LCCS will contact the administrator or designee of the out-of-home care setting and the appropriate licensing authority and supervising authorities to share information in accordance with OAC rule 5180:2-33-21.

2. Third-Party Investigations

In accordance with section 5180:2-36-08 of the OAC, the PCSA is to request a third-party in the assessment/investigation for reports of child abuse or neglect where there is potential for a conflict of interest because one of the following parties is a principal of the report:

- Any employee of an organization or facility that is licensed or certified by the Ohio Department of Children and Youth (DCY) or another state agency and supervised by the PCSA.
- A foster caregiver, pre-finalized adoptive parent, adoptive parent, relative, or kinship caregiver who is recommended, approved, or supervised by the PCSA.
- A type B family childcare home or type A family childcare home licensed by DCY when the CDJFS has assumed the powers and duties of the county children services function defined in Chapter 5153. of the Revised Code.
- Any employee or agent of DCY or the PCSA as defined in Chapter 5153. of the Revised Code.
- Any authorized person representing DCY or the PCSA who provides services for payment or as a volunteer.

- A foster caregiver or an employee of an organization or facility licensed or certified by DCY and the alleged child victim is in the custody of, or receiving services from, the PCSA that accepted the report.
- Any time a PCSA determines that a conflict of interest exists. The PCSA is to document in the case record if a conflict of interest is identified.

The PCSA is to request that law enforcement serve as the third party when a report alleges a criminal offense. The PCSA is to request the assistance of a third party within 24 hours of identifying that a conflict of interest exists.

LCCS, pursuant to 5180:2-36-08, operates an in-house unit to investigate and assess reports of child abuse and neglect which require a third-party investigation. LCCS does refer out any cases where an agency employee is named as a principal of the report.

When needed, LCCS shall request a third party to conduct an investigation within 24 hours of identifying the need for such an investigation.

3. Child Fatality- Suspected cause of death is abuse or neglect

The PCSA is governed by ORC section 307.622 and needs to have a child fatality review board.

LCCS accepts referrals on all reports of suspected child abuse or neglect that result in the death or near-death of a child. LCCS will not investigate deaths of children that are due to natural causes or where child abuse or neglect is not suspected. LCCS will work with Law Enforcement in any criminal investigation.

LCCS is governed by ORC 307.622 and actively participates on the child fatality review board in order to collaborate with county agencies to reduce and prevent child fatalities.

LCCS has an internal review process for cases involving deaths resulting from child abuse or neglect where the agency had involvement with the family within the past 24 months.

In the event of a request for information on the death of the child, LCCS will consult the Lucas County Prosecutor's office prior to releasing any information on the case.

4. Child Fatality- Death of a child in the custody of the PCSA

The PCSA follows rules 5180:2-33-14 and 5180:2-42-89 of the OAC following the death of a child in its custody.

LCCS will notify law enforcement of the child's death within one hour and will notify the health department and fatality review board.

If any county law enforcement is alerted to the death of a child and becomes aware that the child is in the custody of LCCS, law enforcement will call the intake line at 419-213-3400 to report the child's death.

LCCS will determine if the specialized investigation unit can investigate the referral or if the investigation will need to be referred out as a third-party investigation. In any event, LCCS will work with local law enforcement in their investigation.

LCCS has an internal review process for cases involving deaths resulting from child abuse or neglect where the agency had involvement with the family within the past 24 months.

In the event of a request for information on the death of the child, LCCS will consult with the Lucas County Prosecutor's office prior to releasing any information on the case.

5. Allegations of withholding medically indicated treatment from disabled infants with life-threatening conditions

The PCSA follows the procedures described in section 5180:2-36-07 of the OAC for responding to these reports.

The withholding of medically indicated treatment is the refusal to provide appropriate nutrition, hydration, medication, or other medically indicated treatment from a disabled infant with a life-threatening condition.

Medically indicated treatment includes the medical care most likely to relieve, or correct, the life-threatening condition. Nutrition, hydration, and medication, as appropriate for the infant's needs, are medically indicated for all disabled infants; in addition to, the completion of appropriate evaluations or consultations necessary to assure that sufficient information has been gathered to make informed medical decisions on behalf of the disabled infant.

In determining whether treatment is medically indicated, reasonable medical judgments made by a prudent physician, or treatment team, knowledgeable about the case and its treatment possibilities are

considered. The opinions about the infant's future "quality of life" are not to bear on whether a treatment is judged to be medically indicated. Medically indicated treatment does not include the failure to provide treatment to a disabled infant if the treating physician's medical judgment identifies any of the situations listed in OAC section 5180:2-36-07(A)(3)(a-d).

6. Allegations of child abuse and/or neglect constituting a crime against a child, including human trafficking, and needing a joint assessment/investigation with law enforcement

LCCS collaborates with local law enforcement on the investigation of abuse and/or neglect, which constitutes a crime against a child, including deference to the law enforcement's request to not interview the alleged perpetrator and/or joint interviews with the child victim.

While assisting local law enforcement with the criminal investigation, LCCS will follow OAC timeframes when completing its activities surrounding the disposition of the report.

7. Reports of cases involving individuals who aid, abet, induce, cause, encourage, or contribute to a child or a ward of the juvenile court becoming dependent, neglected, unruly, and/or delinquent

LCCS will report any individual who aids, abets, induces, causes, encourages, or contributes to a child or a ward of the juvenile court becoming dependent, neglected, unruly and/or delinquent to the county prosecutor's office and/or local law enforcement.

If another agency learns of a report involving an individual who aided, abetted, induced, caused, encouraged, or contributed to a child or a ward of the juvenile court becoming dependent,

neglected, unruly, and/or delinquent they should report it to the county prosecutor's office and/or local law enforcement.

Participants of this MOU will work together to ensure that the person who aids, abets, induces, causes, encourages, or contributes to a child or a ward of the juvenile court becoming dependent, neglected, unruly, and/or delinquent is held accountable for their actions.

8. Reports involving individuals who aid, abet, induce, cause, encourage, or contribute to a child or a ward of the juvenile court leaving the custody of any person, department, or public or private institution without the legal consent of that person, department, or institution

LCCS will report any individual who aids, abets, induces, causes, encourages, or contributes to a child or a ward of the juvenile court leaving the custody of any person, department, or public or private institution without the legal consent of that person, department, or institution to the county prosecutor's office and/or local law enforcement.

If another agency learns of a report of an individual who aid, abet, induce, cause, encourage, or contribute to a child or a ward of the juvenile court leaving the custody of any person, department, or public or private institution without the legal consent of that person, department, or institution to the county prosecutor's office and/or local law enforcement.

Participants of this MOU will work together to ensure that the person who aids, abets, induces, causes, encourages, or contributes to a child or a ward of the juvenile court leaving the custody of any person, department, or public or private institution is held accountable for their actions.

9. Receiving and responding to reports of missing children involved with the PCSA

Upon learning that a minor child has either run away from or is otherwise missing from the home or the care, custody, and control of the child's parents, custodial parent, legal guardian, or non-custodial parent, the following actions will take place:

- When an MOU signatory agency is made aware that a child is missing, they will coordinate with the custodian to report their concerns to the law enforcement agency in the appropriate jurisdiction.

- The law enforcement agency will enter known information into the National Crime Information Center (NCIC) database if the child is in PCSA custody.
- The law enforcement agency will take prompt action upon the report, including, but not limited to, concerted efforts to locate the missing child.
- The law enforcement agency will promptly enter any additional, relevant information into NCIC.
- The law enforcement agency will promptly notify the missing child's parents, parent who is the residential parent and legal custodian, guardian, or legal custodian, or any other person responsible for the care of the missing child, that the child's information was entered into NCIC.
- The PCSA will contact the National Center for Missing and Exploited Children (NCMEC) if the child is in PCSA custody.

Upon request of law enforcement, the PCSA is to provide assistance and cooperation in the investigation of a missing child, including the immediate provision of any information possessed by the PCSA that may be relevant in the investigation.

All MOU signatory agencies are to notify the PCSA upon learning that a minor child who is alleged to be in the children services system or who is known or suspected to be abused or neglected has either run away from or is otherwise missing from the home or the care, custody, and control of the child's parents, custodial parent, legal guardian, or non-custodial parent.

I. Standards and procedures for removing and placing children

1. Emergency

Emergency removal of a child from home is necessary when the child is at imminent risk of harm and in need of protection from abuse, neglect, or dependency.

An ex parte order may be issued with or without a complaint being filed. Prior to taking the child into custody the judicial fact finder is to make a determination that reasonable efforts were made to notify the child's parents, guardian, or custodian, or there were reasonable grounds to believe doing so would jeopardize the safety of the child, or lead to the removal of the child from the jurisdiction.

Juv. R 6 orders can be issued in-person, by phone, video conference, or otherwise. Reasonable grounds need to exist to believe the child's

removal is necessary to prevent immediate or threatened physical or emotional harm.

Findings need to be made that the agency either did or did not make reasonable efforts to prevent the removal of the child from their home with a brief description of services provided and why those did not prevent the removal or allow the child to return home, and if temporary custody is granted to the PCSA an additional finding that it would be contrary to the welfare and best interest of the child to continue in the home. If granted, a shelter care hearing is to be scheduled the next business day (but not later than seventy-two hours) after the emergency order has been issued. If the ex parte motion is denied, the matter is to be set for a shelter care hearing within ten days from the filing date.

Emergency custody of a child may also occur in circumstances under where a law enforcement officer takes a child into custody because there are reasonable grounds to believe 1) the child is suffering from illness or injury and is not receiving proper care, as described in section 2151.03 of the Revised Code, 2) the child is in immediate danger from the child's surroundings, or 3) the child's parent, guardian, custodian or other household member of the child's household has abused or neglected another child in the household; and the child's removal is necessary to prevent immediate or threatened physical or emotional harm; where there are reasonable grounds to believe the child is in immediate danger from the child's surroundings and that the child's removal is necessary.

If a child is taken into emergency custody, LCCS will determine if the child can be safely placed with a parent or relative prior to filing a complaint in juvenile court over the child. If the child can not be safely placed and the child remains at immediate risk of harm if returned to the custody of a parent, then LCCS will file a complaint in dependency, neglect, and/or abuse and will seek an emergency order of shelter care from the juvenile court.

In the event of an emergency removal, law enforcement will be contacted and assist in the removal of the child in order to keep the peace during the removal.

2. Non-emergency

Upon receiving a report alleging child abuse, neglect, and/or dependency, the PCSA commences an investigation in accordance with the requirements of section 2151.421 of the ORC. If the final case decision rises to the level of court involvement, the PCSA is to approach the juvenile court and file a complaint alleging the child(ren) to be abused, neglected, or dependent per ORC 2151.27. The matter

will be set for a shelter care/preliminary protective hearing expeditiously by the juvenile court.

Reasonable oral or written notice of the time, place, and purpose of the hearing are to be provided to the parents, guardian, or custodian unless they cannot be found. The same parties are also entitled to notification that a case plan may be prepared, the general requirements, and possible consequences of non-compliance with the case plan.

The parties will be served with the complaint and summons to appear before the juvenile court. Unrepresented parties are advised by the juvenile court of their right to counsel. Counsel is appointed for children when abuse is alleged. A guardian ad litem is appointed to all children subjects of abuse, neglect, or dependency proceedings. A separate guardian ad litem may be appointed to minor parents or parents who appear mentally incompetent.

The judicial fact finder is to determine whether there is probable cause that the child is abused, neglected, or dependent, the child is in need of protection, whether or not there is an appropriate relative or kin willing to assume temporary custody of the child, reasonable efforts were made by the PCSA to prevent the removal or continued removal or to make it possible for the child to return home safely, and for temporary custody orders to the PCSA that it would be contrary to the welfare and best interest of the child to continue in the home. All other temporary orders should be requested and considered at this time.

In circumstances where immediate removal of the child from the parents' custody is not required, Lucas County Children Services may file a non-emergency complaint in dependency, neglect or abuse. In the event of a non-emergency filing, no hearing regarding the need for shelter care or for preliminary protective orders is necessary. In these circumstances, the first hearing to be held will be the adjudication hearing unless a request for an emergency hearing is made by Lucas County Children Services or another party.

In the event of a non-emergency removal, law enforcement will be contacted and assist in the removal of the child in order to keep the peace during the removal.

J. [Optional Section(s)]

☒ Not Applicable (*if selected this section is not relevant.*)

IV. TRAINING

Cross system training is to be provided to and a plan developed by all signatories of this MOU to ensure parties understand the mission and goals identified in this MOU and are clear about the roles and responsibilities of each agency. Periodic trainings events will be coordinated by the PCSA as the lead agency and notification of the trainings will be provided to the signatories of this agreement. By agreeing to participate in the county MOU process signatories express a commitment to attend training opportunities when presented.

Lucas County Children Services offers mandatory reporter training and is available to train mandatory reporters as requested. Lucas County Children Services is available to assist in more in-depth training regarding the laws and rules surrounding children service activities. Lucas County Children Services trains new case workers and offers on-going training to case workers regarding county specific procedures pursuant to this MOU.

V. CONFLICT RESOLUTION

☐ Not Applicable *(if selected this section is not relevant.)*

When a conflict occurs among county partners, the effect is often broader than the individuals directly involved in the dispute. As disputes are often inevitable, this MOU is to set forth the local process by which disputes will be resolved so as not to disrupt program effectiveness.

As the mandated agency responsible for the provisions of child protective services, the ultimate decision on how to handle abuse, neglect investigations lie with the PCSA. Every effort will be made to take into account other signatories' requests and concerns relating to services.

Criminal investigations and prosecution remain the responsibility of the prosecuting attorney and appropriate law enforcement agencies. The PCSA will assist these agencies, but in no way, interfere or jeopardize a criminal investigation or prosecution.

For cases that come before the court as it relates to decisions and orders, the Juvenile Judge's rulings are final.

Each agency will make a concerted effort to help the other with joint interviews, investigations, evidence collection, information sharing, and fact-finding. Each agency will not hinder or interfere with the express duties of another and will do their best to cooperate and collaborate with the other county partners.

In the event internal conflict resolution efforts fail and a statutorily required participant refuses to sign or engage in the MOU process, the PCSA is to consult with the County Prosecutor to explore available remedies.

VI. CONFIDENTIALITY STATEMENT

Any report made in accordance with ORC section 2151.421 is confidential. Both the information and the name of the person who made the report under section 2151.421 will not be released to the public for use and will not be used as evidence in any civil action or proceeding brought against the person who made the report.

Children services records are not public records and are exempt from Ohio's Sunshine Laws under ORC 149.43. Children Services records are confidential in nature and should be treated accordingly.

ORC section 2151.423 requires the PCSA to disclose confidential information discovered during an investigation conducted pursuant to section 2151.421 or 2151.422 of the Ohio Revised Code to any federal, state, or local government entity, including any appropriate military authority or any agency providing prevention services, that needs the information to carry out its responsibilities to protect children from abuse or neglect. Likewise, law enforcement, **Family and Child Abuse Prevention Center, Children's Advocacy Center**, and other entities are expected to release information to the PCSA for the purpose of carrying out its responsibility of protecting children from abuse and/or neglect.

ORC 2151.423 requires Lucas County Children Services to disclose confidential information discovered during an investigation conducted pursuant to section 2151.421 or 2151.422 of the Ohio Revised Code to any federal, state or local government entity that needs the information to carry out its responsibilities to protect children from abuse or neglect. Likewise, law enforcement, the Children's Advocacy Center, and other entities are expected to release information to Lucas County Children Services for the purpose of carrying out its responsibility of protecting children from abuse and/or neglect.

Information shared pursuant to this Memorandum is not public information and is not to be released pursuant to a public records request. Information shared pursuant to this Memorandum shall only be shared according to Ohio law and rule.

The confidentiality provisions of this MOU will survive the expiration or termination of this agreement.

Information regarding the report and/or investigation of alleged abuse or neglect may be shared only when dissemination is authorized by OAC section 5180:2-33-21 and in accordance with the procedures outlined in OAC section 5180:2-33-21. The unauthorized dissemination of confidential information is a misdemeanor and is punishable by law.

In the event of unauthorized dissemination of information, the party who learns of the breach of confidentiality will notify the Director of the PCSA as soon as possible. The notification will be sent to the Director in writing describing the circumstances surrounding the breach. The notification will specify the confidential information released, who is responsible for disseminating the confidential information, how it was disseminated, and the parties who have access to the information without authorization. The Director of the PCSA will then refer this information to the prosecutor or city director of law at their discretion.

VII. TERMS AND CONDITIONS AND STATUTORY REQUIREMENTS

This MOU is to be retained for a period of at least seven years per the state of Ohio records retention schedule. Please refer to the PCSA records retention policy for information on forms to be completed and processes to be followed for the destruction of records.

Consultation among the signatories may be done in person, whenever practicable. When an in-person meeting is not practicable the signer may employ the use of alternative methods of communication including but not limited to MS Teams, Skype, Zoom, or telephone as agreed upon by all members. When the PCSA is seeking consultation with a signer of this MOU regarding an active referral of child abuse and/or neglect and has met in person or spoken with another signer, the PCSA will make written contact with the appropriate agency by the next working day to request the needed information and make the referral in writing.

The required members are to review and evaluate the terms and conditions of the MOU every biennium. All required members to the MOU will sign the new or updated agreement. The PCSA is to submit the MOU to the Board of County Commissioners for review and approval with enough time for any revisions to be made prior to December thirty-first of the year.

This MOU does not inhibit good faith compliance with a subpoena issued by a Grand Jury or in a criminal case. Dissemination of records pursuant to the State's discovery obligations is authorized. However, work product and other privileges are expected to be upheld.

Failure to follow the procedure set forth in the MOU by the concerned officials is not grounds for, and will not result in, the dismissal of any charges or complaint arising from any reported case of abuse or neglect or the suppression of any evidence obtained as a result of reported child abuse or child neglect and does not give, and will not be construed as giving, any rights or any grounds for appeal or post-conviction relief to any person pursuant to section 2151.4223 of the Revised Code.

This MOU will be governed by and construed in accordance with applicable state and federal laws and regulations. Any identified or listed citations to Ohio Administrative Code revised during the implementation of this MOU are to defer to the current finalized codification. In the event any other portion of this MOU is

inconsistent with state or federal law, that portion will be without effect as if stricken from the document and the remaining portion will remain in full force and effect.

VIII. SIGNATURES OF EACH PARTICIPATING AGENCY

The signature section authorizes the participating parties of the agreement to begin enactment of MOU protocols and activities. The participating members agree to follow the terms of this MOU and to meet at minimum once every biennium to review terms and conditions, evaluate if updates are needed, and sign a new or amended MOU.

If any individual serving as a signatory changes mid-term, the PCSA is to provide the new required member with the current MOU. The new member remains bound by the most recently approved version of the MOU. Their signature is to be obtained.

If the PCSA participated in the execution of a memorandum under section 2151.426 of the Revised Code establishing a CAC, each participating member of the CAC is a required signatory on this MOU.

A required member to this agreement may terminate their involvement in the MOU for good cause upon giving reasonable written notice to the other required members in this MOU.

The MOU may be signed in person or electronically.

Agency, Name, Title Date
Is this agency a participating member of the CAC referenced in Section II(G)? ☐ Yes ☐ No

Agency, Name, Title Date
Is this agency a participating member of the CAC referenced in Section II(G)? ☐ Yes ☐ No

Agency, Name, Title Date
Is this agency a participating member of the CAC referenced in Section II(G)? ☐ Yes ☐ No

Agency, Name, Title Date
Is this agency a participating member of the CAC referenced in Section II(G)? ☐ Yes ☐ No

Agency, Name, Title Date
Is this agency a participating member of the CAC referenced in Section II(G)? ☐ Yes ☐ No

Agency, Name, Title Date
Is this agency a participating member of the CAC referenced in Section II(G)? ☐ Yes ☐ No

Agency, Name, Title Date
Is this agency a participating member of the CAC referenced in Section II(G)? ☐ Yes ☐ No

Agency, Name, Title Date
Is this agency a participating member of the CAC referenced in Section II(G)? ☐ Yes ☐ No

Agency, Name, Title Date
Is this agency a participating member of the CAC referenced in Section II(G)? ☐ Yes ☐ No

Agency, Name, Title Date
Is this agency a participating member of the CAC referenced in Section II(G)? ☐ Yes ☐ No

Agency, Name, Title Date
Is this agency a participating member of the CAC referenced in Section II(G)? ☐ Yes ☐ No

Agency, Name, Title Date
Is this agency a participating member of the CAC referenced in Section II(G)? ☐ Yes ☐ No

IX. Refusal to Sign ☐ Not Applicable *(if selected, this section is not relevant.)*

The PCSA attests they attempted to obtain the signature of all required participating agencies as set forth in Section II of this MOU and as mandated through section 2151.4210 of the Revised Code. However, the following agency(ies) or individual(s) refused to sign this MOU.

Date: **[Enter date of refusal]**

Agency, Name, Title: **[Enter the name of the agency, required individual, and their title.]**

Reason the individual refused to sign:

[Enter the reason the individual refused to sign the text box and the attempts to solve the identified barrier.]

Date: **[Enter date of refusal]**

Agency, Name, Title: **[Enter the name of the agency, required individual, and their title.]**

Reason the individual refused to sign:

[Enter the reason the individual refused to sign the text box and the attempts to solve the identified barrier.]

Date: **[Enter date of refusal]**

Agency, Name, Title: **[Enter the name of the agency, required individual, and their title.]**

Reason the individual refused to sign:

[Enter the reason the individual refused to sign the text box and the attempts to solve the identified barrier.]

X. Board of County Commissioners

The PCSA is to submit the MOU signed by all participating agencies to the Board of County Commissioners. The participating agencies will ensure there is adequate time for both the County Board of Commissioners and DCY review and approval process along with any returns for correction prior to the end of the contractual period.

County Commissioners Signature and Date/Resolution/Vote

The Board of Lucas County Commissioners hereby review and approve the Lucas County Memorandum of Understanding.

ATTACHMENTS

None

Date: October 28, 2025

Resolution No: 2025-793

Title: Authorization to Enter into an Amended Agreement for the Establishment of a Regional Combined Health District for the Administration of Health and Environmental Services within the Geographical Jurisdiction of Lucas County, Ohio

Department/Agency: Administration

Contact: Jessica Ford, County Administrator

Summary/Background: ORC 3709.01 establishes that the state shall be divided into health districts with each city constituting a city health district and the townships and villages in each county combined into a general health district. ORC 3709.07 permits one or more city health districts to unite with a general health district in the formation of a single district. By agreement, effective November 2, 1999, the Lucas County General Health District comprised of Lucas County villages and townships; the cities of Maumee, Oregon, Sylvania, and Toledo, and the Board of County Commissioners established by Agreement a regional combined health district known as the Toledo-Lucas County Health Department. Effective March 1, 2012, the City of Waterville joined the district.

The proposed amended Agreement retains the provisions of the previous agreement aside from the following changes:

- The Regional Combined Health Board intends to vacate its current premises located at 635 N. Erie St., Toledo, Ohio, as provided by the City of Toledo in Section 10 of this Agreement.
- The parties hereto mutually agree to extend the term and amend Section 10 of the Agreement as follows:
 - This Agreement shall be effective beginning January 1, 2023, and shall remain effective until December 31, 2030, unless other modified in writing by mutual agreement of the parties.
 - In the event the regional combined health board vacates the Toledo City Building located at 635 N. Erie Street, Toledo, Ohio, and relocates elsewhere, the City of Toledo shall continue to provide office, operational, and parking space at the City of Toledo Building as provided in this Section until such time as the regional health board fully vacates the premises and relocates elsewhere. The City of Toledo shall provide repairs and replacements, security, utilities, and maintenance, excluding janitorial services, at the regional combined health board's relocated premises as part of the City of Toledo's in-kin services herein.

Budget Impact: 1010.119005.54.660004

Statutory Authority/ORC: Ohio Revised Code Sections 3709.01 and 3709.07

October 28, 2025

Authorization to Enter into an Amended Agreement for the Establishment of a Regional Combined Health District for the Administration of Health and Environmental Services within the Geographical Jurisdiction of Lucas County, Ohio

Page 2

Commissioner Sobecki offered the following resolution:

WHEREAS, in consideration of the above, NOW, THEREFORE BE IT RESOLVED by the Board of County Commissioners, Lucas County, Ohio, that:

Section 1. The Board authorizes its members to enter into an Amended Agreement for the Establishment of a Regional Combined Health District for the Administration of Health and Environmental Services within the Geographical Jurisdiction of Lucas County, Ohio with an effective term of January 1, 2023 through December 31, 2030.

Section 2. This Board finds and determines that all formal actions of this Board concerning and relating to the adoption of this resolution were taken in an open meeting of this Board and that all deliberations of this Board that resulted in those formal actions were in a meeting open to the public in compliance with the law.

Section 3. This resolution shall be in full force and effect from and immediately upon its adoption.

Action Taken:

Commissioner Sobecki voted yes

Commissioner Gerken voted yes

Commissioner Lopez voted yes



Jody L. Balogh, Clerk of the Board

**AMENDED AGREEMENT
FOR THE ESTABLISHMENT OF A REGIONAL COMBINED HEALTH DISTRICT
FOR
THE ADMINISTRATION OF HEALTH AND ENVIRONMENTAL SERVICES
WITHIN THE GEOGRAPHICAL JURISDICTION OF LUCAS COUNTY, OHIO**

WHEREAS, Ohio Revised Code Section 3709.01 provides that each city within the State of Ohio constitutes a health district known as a "city health district" and the townships and villages within each county are combined into a health district known as a "general health district"; and

WHEREAS, Ohio Revised Code Section 3709.07 authorizes one or more city health districts to unite with a general health district in the formation of a single district; and

WHEREAS, by agreement effective November 2, 1999, (hereinafter the "Agreement") the District Advisory Council for the Lucas County General Health District, the Board of Commissioners, Lucas County, Ohio, and the cities of Toledo, Maumee, Sylvania and Oregon established a regional combined health district known as the Toledo-Lucas County Health Department; and

WHEREAS, the Agreement has been amended from time-to-time for purposes of adding an additional board members and extending the term of the agreement; and

WHEREAS, the City of Waterville, Ohio entered into an agreement effective March 1, 2012, for the Waterville City Health District to unite with the Lucas County General Health District as party to the regional combined health district under the terms and conditions of the Agreement and the amendments thereto; and

WHEREAS, The Regional Combined Health Board intends to vacate its current premises

located at 635 N. Erie St., Toledo, Ohio, as provided by the City of Toledo in Section 10 of this Agreement; and

NOW, THEREFORE, the parties hereto mutually agree to extend the term and amend Section 10 of the Agreement as follows:

1. EFFECTIVE DATE

This Agreement shall be effective beginning January 1, 2023, and shall remain effective until December 31, 2030, unless otherwise modified in writing by mutual agreement of the parties.

The regional combined health district shall be fully operational and assume full administration of health and environmental affairs within the Lucas County General Health District and the Health Districts of the Cities of Toledo, Maumee, Oregon, Sylvania, and Waterville subject to the terms and conditions set forth herein, unless said date is modified in writing by mutual agreement of the parties.

2. DISTRICT ADVISORY COUNCIL OF THE REGIONAL COMBINED HEALTH DISTRICT

Pursuant to Ohio Revised Code Section 3709.07, the District Advisory Council of the regional combined health district shall consist of the members of the District Advisory Council for the Lucas County General Health District and the Mayors of the Cities of Toledo, Maumee, Oregon, Sylvania, and Waterville, Ohio, and shall have all powers and duties as provided by Ohio Revised Code Section 3709.03.

3. DISTRICT ADVISORY COUNCIL OF THE LUCAS COUNTY GENERAL HEALTH DISTRICT

Nothing in this Agreement shall be construed to change the composition of the District

Advisory Council of the Lucas County General Health District as constituted from time to time by the general laws of the State of Ohio.

Specifically, the parties hereto acknowledge and agree that during the term herein, and as a party to this agreement, the District Advisory Council for the Lucas County General Health District shall remain a separate and distinct entity from that of the District Advisory Council for the regional combined health district. As such separate and distinct entity, the District Advisory Council for the Lucas County General Health District shall be comprised solely of the president of the board of Lucas county commissioners, the chief executive of each village, and the president of the board of township trustees, or their alternative, in accordance with Ohio Revised Code Section 3709.03, as such law may be amended from time to time, and shall have the exclusive authority to appoint members of the regional combined board of health as provided herein.

4. CREATION OF THE REGIONAL COMBINED HEALTH DISTRICT BOARD

The regional combined health district board is hereby and herewith created to organize and administer the regional combined health district, as well as, to enforce the health and environmental rules and regulations adopted, applicable and effective within its jurisdictional and geographic boundaries.

5. APPOINTMENT/TERM OF OFFICE OF MEMBERS OF THE REGIONAL COMBINED HEALTH DISTRICT BOARD

The regional combined health district board shall consist of twelve (12) members who shall serve without pay except that which is provided by the general laws of the State of Ohio as they now or hereafter may exist, to be appointed as follows: four (4) members to be appointed by the District Advisory Council of the members of the Lucas County General Health District to represent the territory of Lucas County outside of the Cities of Toledo, Maumee, Oregon, Sylvania, and

Waterville as the same shall, from time to time, exist; four (4) members to be appointed by the Mayor of the City of Toledo with the approval of the Council to represent the incorporated area of the City of Toledo as the same shall, from time to time, exist; one (1) member to be appointed by the Mayor of the City of Maumee with the approval of Council to represent the incorporated area of the City of Maumee as the same shall, from time to time, exist; one (1) member to be appointed by the Mayor of the City of Oregon with the approval of the Council to represent the incorporated area of the City of Oregon as the same shall, from time to time, exist; one (1) member to be appointed by the Mayor of the City of Sylvania with the approval of Council to represent the incorporated area of the City of Sylvania as the same shall, from time to time, exist; one (1) member to be appointed by the Mayor of the City of Waterville with the approval of Council to represent the incorporated area of the City of Waterville as the same shall, from time to time, exist. At least one (1) member of the regional combined health district board shall be a qualified physician. Members of the regional combined health district board shall be residents of the area which they represent.

As the term of each member of the regional combined health district board expires the appointing authority shall fill the vacancy created thereby for a four (4) year term. In the event a vacancy is created by death or resignation of a member, or by significant nonattendance by a member as determined by the original appointing authority for such member, the vacancy shall be filled by the original appointing authority for the unexpired term of such member.

Members appointed to the regional combined health district board shall be limited to three (3) terms. Members' current term as of the effective date of this agreement shall be considered the first of the three (3) term limit.

6. COMPENSATION FOR THE MEMBERS OF THE REGIONAL COMBINED BOARD OF HEALTH

Members of the regional combined board of health shall be compensated for attendance at meetings and/or reimbursed for expenses in accordance with Ohio Revised Code Section 3709.02 as such a law may be amended from time to time.

7. ORGANIZATION AND ADMINISTRATION OF THE REGIONAL COMBINED HEALTH DISTRICT

The organization of the regional combined health district shall be the responsibility of the regional combined health district board created, established and appointed in accordance with Sections 4 and 5 of this agreement consistent with this agreement, the regional combined health district board shall also be responsible for administering the health and environmental affairs within the Lucas County General Health District, the City of Toledo Health District, the City of Maumee Health District, the City of Oregon Health District, the City of Sylvania Health District, and the City of Waterville Health District as provided by the laws of the State of Ohio. The regional combined health district board may adopt rules and regulations for the purposes of administering such health and environmental affairs as authorized by law. The rules and regulations adopted or enacted by the regional combined health district board shall be enforceable throughout its geographical jurisdiction as applicable.

The regional combined health district board shall appoint a Health Commissioner who shall be the Chief Administrative Officer of the regional combined health district. The Health Commissioner shall be responsible for the organization and administration of the regional

combined health district subject to the approval of, pursuant to the directives of and consistent with the rules and regulations adopted or enacted by the regional combined health district board.

The regional combined health district board is hereby authorized to contract with the City of Toledo, the Lucas County Board of Commissioners and/or any other person(s) or entity for the purposes of purchasing or leasing equipment, office space or any other service or item the regional combined health district board deems necessary to implement this agreement and carry out the function of administering health and environmental affairs within the regional combined health district.

Nothing contained herein shall be construed to limit the power or the authority of the regional combined health district board or the Health Commissioner in administering the duties of the regional combined health district provided such administration of duties does not reduce the services to be provided the townships and villages which comprise the Lucas County General Health District, or the services to be provided generally throughout the respective city health districts.

8. COST ALLOCATION

The regional combined health district board shall, no later than March 31st of each year, establish and approve a regional health district budget for the following fiscal year. The fiscal year of the regional combined health district shall be from January 1 through December 31.

The regional combined health district board shall also identify in the regional combined health district budget the intergovernmental revenue amount. The intergovernmental revenue amount is defined as the total district budget minus grant revenues (projected and actual), fee revenues, all other funding sources, and in-kind services provided by the Board of Commissioners, Lucas County, Ohio, and the City of Toledo as defined in Section 10 below. For the period January

1. 2023, through December 31, 2023, the resulting intergovernmental revenue portion of the regional combined health district budget shall be apportioned among the parties to this agreement as follows:

The City of Toledo shall provide 69.25% of the total intergovernmental revenue; the villages and townships of Lucas County, Ohio, through the District Advisory Council of the Lucas County General Health District shall provide 16.70% of the total intergovernmental revenue; the City of Oregon shall provide 4.30% of the total intergovernmental revenue, the City of Maumee shall provide 3.8% of the total intergovernmental revenue; the City of Sylvania shall provide 3.35% of the total intergovernmental revenue, the City of Waterville shall provide .85% of the total intergovernmental revenue, and; the Board of Commissioners, Lucas County, Ohio, shall provide 1.75% of the total intergovernmental revenue.

Beginning January 1, 2024, for the 2025 regional combined health district fiscal year budget and continuing thereafter, the intergovernmental revenue portion of the regional combined health district budget shall be apportioned among the parties to this agreement based upon population size as determined by the most recent U.S. Census Bureau data with the exception of the Board of Commissioners, Lucas County, Ohio. The intergovernmental revenue portion of the regional combined health district budget apportioned to the Board of Commissioners, Lucas County, Ohio, shall be the total annual cost of the tuberculosis clinic.

9. PAYMENTS FOR ALLOCATION OF COSTS

The parties to this agreement hereby agree and authorize the Lucas County Auditor to deduct each parties' share of the intergovernmental revenue directly from the real estate settlement. However, the real estate settlement portion for the City of Toledo shall not exceed .6 mills. In the event that the real estate settlement is insufficient to cover any party's share, the regional combined

health district board will invoice the difference directly to the party. Such party will submit payment of the invoiced amount to the regional combined health district board within thirty (30) days of receipt of the invoice.

10. IN-KIND SERVICES

The City of Toledo and the Board of County Commissioners, Lucas County, Ohio, shall provide in-kind services at no cost to the regional combined health district and separate from the cost allocation as provided in Section 8 above as follows:

City of Toledo: shall provide office, operational, and parking space at the Toledo City Building located at 635 N. Erie St. Toledo, Ohio. This shall include repairs and replacements, security, utilities, and maintenance, excluding janitorial services, the terms and conditions of which shall be set forth in a lease agreement executed between the City of Toledo and the regional combined health board.

In the event the regional combined health board vacates the Toledo City Building located at 635 N. Erie St. Toledo, Ohio, and relocates elsewhere, the City of Toledo shall continue to provide office, operational, and parking space at the City of Toledo Building as provided in this Section until such time as the regional combined health board fully vacates the premises and relocates elsewhere. The City of Toledo shall provide repairs and replacements, security, utilities, and maintenance, excluding janitorial services, at the regional combined health board's relocated premises as part of the City of Toledo's in-kind services herein.

Board of County Commissioners: shall provide office, operational, and parking space for the WIC program at 330 Oak Terrace Blvd., Holland, Ohio. In addition, the Board of Commissioners shall provide in-kind-support for: accounting, purchasing, and payroll, including but not limited to accounts receivable and accounts payable, billing inventory, payroll, taxes,

withholding, risk management, cash management, and licensing insurance; computer and information system including but not limited to hardware installations, software installations, system/networking support, other licensing fees, mainframe usage; and, phone systems.

The City of Toledo and the Board of County Commissioners, Lucas County, Ohio, may provide additional services to the regional combined health district, at a cost or no cost as determined by the City of Toledo, the Board of County Commissioners, Lucas County, Ohio, and the regional combined health district. Any additional services shall be separate from and in addition to the costs allocation computation for intergovernmental revenue as provided in Section 8 above.

11. TERMINATION

Any party may withdraw from, and thereby terminate said party's obligations under, this agreement by giving written notice of such intent to withdraw to the regional combined health district board. Such written notice must be given more than one (1) year in advance of the effective date of withdrawal from this agreement. During the period between the submission of the written notice of withdrawal to the regional combined health district board and the effective date of the withdrawal from this agreement, the withdrawing party shall be bound by the full force and effect of this agreement.

The regional combined health district board may, by an affirmative vote of a majority of its members, elect to disband the regional combined health district and thereby terminate this agreement. In the event that the regional combined health district board elects to disband the regional combined health district and terminate this agreement, such disbandment and termination shall be fully implemented and effective no less than one (1) year from the date of the regional combined health district board's election for such action. During the period between the regional

combined health district board's election to disband the regional combined health district and terminate this agreement and the effective date to fully implement such action, all parties to this agreement shall remain bound by the full force and effect of this agreement.

12. LEGAL ADVISOR

The Lucas County Prosecutor's Office shall be the legal advisor of the regional combined health district.

13. MISCELLANEOUS

- A. This Agreement constitutes the entire understanding between the parties hereto relating to the matters herein contained.
- B. This Agreement shall be construed and enforced pursuant to the laws of the State of Ohio.
- C. No amendments, modifications or variations of the terms and conditions of this Agreement shall be valid unless the same are in writing and approved and signed by the parties hereto.
- D. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their successors and assigns.
- E. If any provision of this Agreement shall be or become illegal or unenforceable, in whole or in part for any reason whatsoever, the remaining provisions shall nevertheless remain valid, binding and subsisting.
- F. The terms and conditions of this Agreement shall not inure to the benefit of any third party or parties.
- G. The headings and titles of the several sections, provisions and clauses of this Agreement are for convenience only and do not define, limit or

DO NOT

construe the contents of this Agreement.

- H. The parties represent to each other that, by their respective execution of this Agreement, they have obtained all necessary consents and approvals required for their respective execution and performance thereof.

IN WITNESS WHEREOF, the parties have executed this agreement on the date set forth below.

**DISTRICT ADVISORY COUNCIL
GENERAL HEALTH DISTRICT
LUCAS COUNTY, OHIO**

**Andy Glenn
Chairman**

Date: _____

**BOARD OF COMMISSIONERS,
LUCAS COUNTY, OHIO**

**Lisa A. Sobecki
President**

Date: _____

**Pete Gerken
Member**

Date: _____

**Anita Lopez
Member**

Date: _____

CITY OF TOLEDO, OHIO

Wade Kapszukiewicz
Mayor

Date: _____

CITY OF SYLVANIA, OHIO

Mark Frye
Mayor

Date: _____

CITY OF MAUMEE, OHIO

Jim McDonald
Mayor

Date: _____

CITY OF OREGON, OHIO

Michael J. Seferian
Mayor

Date: _____

Nick Roman
Finance Director

Date: _____

Melissa Purpura
Law Director

Date: _____

CITY WATERVILLE

Timothy Pedro
Mayor

Date: _____

APPROVED AS TO FORM
JULIA R. BATES
PROSECUTING ATTORNEY
LUCAS COUNTY, OHIO

By: James C. Walter
Assistant Prosecuting Attorney

Date: _____

DO NOT SIGN NOW - DOCUMENT BEING REVIEWED VIA Docusign EMAIL

Date: 11-5-2025

Customer:	End User:
Company: <u>Ferguson Waterworks</u>	Job/Utility: <u>City of Maumee ENGINEER ESTIMATE</u>
Attention: <u>Dustin Sautter</u>	<u>AMI-FULL TURNKEY PROJECT</u>
Address: _____	_____

Residential Water Meters:

PRODUCT DESCRIPTION	QTY	UNIT PRICE	AMOUNT
5/8" x 3/4" BLMJ UTG Meter (Inside Sets)	5,558	\$332.00	\$1,845,256.00
5/8" x 3/4" BLMJ UTG Meter (Pit Sets)	292	\$332.00	\$96,944.00
1" BLMJ UTG Meter Threaded (Inside Sets)	37	\$478.00	\$17,686.00
1-1/2" BLMJ UTG Allegro Meter-(Flanged- Inside Sets)	145	\$830.00	\$120,350.00
TOTAL			\$2,080,236.00

Commercial Ultrasonic Meters:

PRODUCT DESCRIPTION	QTY	UNIT PRICE	AMOUNT
2" x 17" SS Octave w/Radio	10	\$2,458.00	\$24,580.00
3" x 12" SS Octave w/Radio	5	\$3,712.00	\$18,560.00
4" x 14" SS Octave w/Radio	5	\$5,887.00	\$29,435.00
6" x 18" SS Octave w/Radio	5	\$9,392.00	\$46,960.00
TOTAL			\$119,535.00

Residential / Commercial Meter Installation:

PRODUCT DESCRIPTION	QTY	UNIT PRICE	AMOUNT
5/8" x 3/4" BLMJ UTG Meter (Inside Sets)	5,558	\$134.53	\$747,717.74
5/8" x 3/4" BLMJ UTG Meter (Pit Sets)	292	\$124.39	\$36,321.88
1" BLMJ UTG Meter Threaded (Inside Sets)	37	\$145.00	\$5,365.00
1-1/2" BLMJ UTG Allegro Meter-(Flanged- Inside Sets)	145	\$346.20	\$50,199.00
2" x 17" SS Octave w/Radio	10	\$370.08	\$3,700.80
3" x 12" SS Octave w/Radio	5	\$1,286.06	\$6,430.30
4" x 14" SS Octave w/Radio	5	\$1,714.75	\$8,573.75
6" x 18" SS Octave w/Radio	5	\$2,159.69	\$10,798.45
TOTAL			\$869,106.92

AMI Infrastructure-Install w/ Software & Training:

PRODUCT DESCRIPTION	QTY	UNIT PRICE	AMOUNT
Allegro Mobile Laptop w/Reading Case	1	\$16,800.00	\$16,800.00
On Site Training	1	\$8,000.00	\$8,000.00
Harmony Billing Integration	1	\$10,634.00	\$10,634.00
Pre-Implementation Site Visit (Drones)	1	\$7,157.00	\$7,157.00
Harmony MDM	1	\$20,194.00	\$20,194.00

AMI Infrastructure-Install w/ Software & Training:

PRODUCT DESCRIPTION	QTY	UNIT PRICE	AMOUNT
FCC License	1	\$1,700.00	\$1,700.00
Customer Portal App (One Time Fee)	1	\$49,000.00	\$49,000.00
Base Station w/ Install	1	\$72,169.00	\$72,169.00
Repeater w/Install (No Electric)	4	\$20,700.00	\$82,800.00
Mobilization for Installs (Meters-Infrastructure)	1	\$16,357.00	\$16,357.00
TOTAL			\$284,811.00

TOTAL **\$3,353,688.92**TARIFF **\$234,758.22**GRAND TOTAL **\$3,588,447.14****Terms & Conditions:**

Terms: Annual Maintenance – Base Station \$8,500*1= \$8,500 / Repeaters \$850*4=\$3,400 Annual Hosting per End Point \$1.85 *6,057 =\$11,205.45- Total of \$23,105.45** Partial shipment of material must ship by end of 2025, 2- pallet minimum = 840 meters or a 3% price increase will take effect for all listed items.

Prepared By: Jeff Garrett

Signature: _____

CC: _____

Terms & Conditions:

Terms: Annual Maintenance – Base Station $\$8,500 \times 1 = \$8,500$ / Repeaters $\$850 \times 1 = \850 Annual Hosting per End Point $\$1.85 \times 3,574 = \$6,611.90$ - Total of $\$15,961.90$ **

Prepared By: Jeff Garrett

Signature: _____

CC: _____



Division of Police

Josh Sprow | Chief of Police

p 419.897.7040 | police@maumee.org

MEMO TO: Mayor and City Council Members

FROM: Josh Sprow, Chief of Police

DATE: November 13, 2025

SUBJECT: Approval of the purchase of 2 new police vehicles

Recommendation:

City Council approval is requested to authorize the purchase of two police vehicles in accordance with the Chief of Police's recommendation to maintain operational readiness.

City of Maumee DEPARTMENTAL REPORT

MEMO TO: Mayor MacDonald and City Councilmembers

FROM: Josh Sprow, Chief of Police

DATE: 11/13/2025

RECOMMENDATION: Purchase and upfit 2 new marked police vehicles

SUMMARY

Purchase two new marked police vehicles from Bauman Ford Oregon at a price at or below State Bid Contract No. RSI031795. All upfitting will be completed by D.R. Ebel at pricing that is at or below the following State of Ohio contracts: Ohio Lighting Contract No. RS900920; Panasonic Ohio STS Contract No. 534604; Jotto Desk Contract No. RS900821; and Pro-Gard Contract No. RS900821.

The total cost for two fully equipped, marked police cruisers is **\$146,954**.

BUDGETARY CONSIDERATIONS

This purchase is included in the 2025 Capital Budget.

Cost per vehicle	\$46,992.72
Upfitting Cost	\$24,984.28
Additional equipment and decals	\$1500
Total Cost for one complete Police Cruiser	\$73,477.00

HISTORY, BACKGROUND and DISCUSSION of the ISSUE

The current fleet of police cruisers is now more than four years old. Most of the upfitted equipment has reached the end of its warranty and transferring it into new vehicles is no longer cost-effective. When cruisers are replaced, the old vehicles are sold on GovDeals.com as complete, turnkey police units exclusively to other law enforcement agencies. Selling fully equipped vehicles has consistently generated higher auction returns compared to stripping them down and selling them as standard used SUVs.

Moving forward, the goal is to transition to a four-year replacement cycle for marked police vehicles. Because all current cruisers are the same age, the City will need to budget for additional vehicle purchases over the next several years to establish and maintain that cycle. We are already experiencing increased maintenance and repair costs as the fleet ages and as mileage and engine hours continue to rise.

POSITIONS

City Council's consideration of this request and your ongoing commitment to ensuring that the Police Division has the resources necessary to operate effectively are greatly appreciated.

**CivicPlus**

302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #:
Date:
Expires On:

Statement of Work
Q-103382-1
7/8/2025 1:24 PM
8/31/2025

Client:
City of Maumee, OH

Bill To:
MAUMEE CITY, OHIO

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Anthony Lungabardi	(785) 560-2066	tony.lungabardi@civicplus.com		Net 30

Website

QTY	PRODUCT NAME	DESCRIPTION
1.00	Annual - Municipal Websites Central	Annual - Municipal Websites Central
1.00	Website Year 1 Annual Fee Discount	Year 1 Annual Fee Discount
1.00	Hosting & Security Annual Fee - CivicEngage Central	Hosting & Security Annual Fee - CivicEngage Central
1.00	Website Year 1 Annual Fee Discount	Year 1 Annual Fee Discount
1.00	Guardian Security (Cloudflare WAF/CDN)	Cloudflare Tier 1 WAF/CDN security protection
1.00	Website Year 1 Annual Fee Discount	Year 1 Annual Fee Discount
1.00	SSL Management CivicPlus Provided	SSL Management CivicPlus Provided: https://www.maumee.org/
1.00	Website Year 1 Annual Fee Discount	Year 1 Annual Fee Discount
1.00	DNS and Domain Hosting Setup	DNS and Domain Hosting Setup: https://www.maumee.org/
1.00	DNS and Domain Hosting Annual Fee	DNS and Domain Hosting Annual Fee: https://www.maumee.org/
1.00	Website Year 1 Annual Fee Discount	Year 1 Annual Fee Discount

QTY	PRODUCT NAME	DESCRIPTION
1.00	Premium Implementation - Municipal Websites	Premium Implementation
150.00	Website Content Development - 1 Page	Content Development - 1 Page
4.00	Website New Customer Virtual System Training - Up to 3 hours	Website Virtual System Training - Up to 3 hours & 12 attendees
1.00	48 Month Redesign Premium Annual - CivicEngage Central	48 Month Redesign Premium Annual - CivicEngage Central
1.00	Website Year 1 Annual Fee Discount	Year 1 Annual Fee Discount

Accessibility

QTY	PRODUCT NAME	DESCRIPTION
1.00	AudioEye Managed	AudioEye Managed: https://www.maumee.org/
1.00	Web Accessibility Year 1 Annual Fee Discount	Year 1 Annual Fee Discount

Agenda Solution

QTY	PRODUCT NAME	DESCRIPTION
1.00	AMM Select: Lite Standard Implementation	Lite Standard Implementation; Includes config. of up to 5 meeting types, up to 5 boards, and 4 hrs of training; Includes 1 agenda design selected from Design Library
1.00	AMM Select: Lite Annual Fee	AMM Select: Lite Annual Fee
1.00	AMM: Year 1 Annual Fee Discount	Year 1 Annual Fee Discount
1.00	AMM Select: Historical Import Fee without Videos (500 - 750)	Historical import of between 500 and 750 meetings; Volume is calculated based on number of meetings being imported; Import does not include any video files
1.00	CivicPlus Media: Implementation Fee	CivicPlus Media: Implementation Fee
1.00	CivicPlus Media: Annual Fee	CivicPlus Media Annual Fee: Unlimited storage, unlimited users, up to 3 concurrent streams
1.00	AMM: Year 1 Annual Fee Discount	Year 1 Annual Fee Discount

Group4

QTY	PRODUCT NAME	DESCRIPTION
1.00	SeeClickFix 311 CRM Request	Unlimited gov user licenses for service request and constituent management tool to intake resident submission. Assign requests internally, resolve issues and measure request performance.

List Price - Initial Term Total	USD 56,288.76
Total Investment - Initial Term	USD 35,538.76
Annual Recurring Services (Subject to Uplift)	USD 30,620.76

Initial Term	24 Months, beginning at signature date. Total Investment - Initial Term refers to the first 12 months of the agreement. Annual Recurring Services (subject to Uplift) refers to the second 12 months of the agreement.
Initial Term Invoice Schedule	100% invoiced January 1st, 2026

Renewal Procedure	Automatic 1 year renewal term, unless 60 days notice provided prior to renewal date
Annual Uplift	5% to be applied in year 2

This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement and the applicable Solution and Services terms and conditions located at <https://www.civicplus.help/hc/en-us/p/legal-stuff> (collectively, the "Binding Terms"). By signing this SOW, Client expressly agrees to the terms and conditions of the Binding Terms throughout the term of this SOW.

Please note that this document is a SOW and not an invoice. Upon signing and submitting this SOW, Client will receive the applicable invoice according to the terms of the invoicing schedule outlined herein.

Client may issue purchase orders for its internal, administrative use only, and not to impose any contractual terms. Any terms contained in any such purchase orders issued by the Client are considered null and will not alter the Binding Terms, the Agreement or this SOW.

Acceptance of Quote # Q-103382-1

The undersigned acknowledges having read, understood, and agreed to be bound by the binding terms and conditions incorporated into this SOW. This SOW shall become effective as of the date of the last signature below ("Effective Date").

For CivicPlus Billing Information, please visit <https://www.civicplus.com/verify/>

Authorized Client Signature

CivicPlus

By (please sign):

By (please sign):

Printed Name:

Printed Name:

Title:

Title:

Date:

Date:

Organization Legal Name:

Billing Contact:

Title:

Billing Phone Number:

Billing Email:

Billing Address:

Mailing Address: (If different from above)

PO Number: (Info needed on Invoice (PO or Job#) if required)

**CivicPlus**

302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #:**Date:****Expires On:**

Statement of Work

Q-107647-1

9/9/2025 2:48 PM

11/28/2025

Client:

City of Maumee, OH

Bill To:

MAUMEE CITY, OHIO

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Anthony Lungabardi	(785) 560-2066	tony.lungabardi@civicplus.com		Net 30

Website

QTY	PRODUCT NAME	DESCRIPTION	12 Month Value
1.00	Annual - Municipal Websites Central	Annual - Municipal Websites Central	USD 3,853.00
1.00	Hosting & Security Annual Fee - CivicEngage Central	Hosting & Security Annual Fee - Municipal Websites Central	USD 1,188.00
1.00	Website Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	USD -1,188.00
1.00	Guardian Security (Cloudflare WAF/CDN)	Cloudflare Tier 1 WAF/CDN security protection	USD 600.00
1.00	Website Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	USD -563.20
1.00	SSL Management CivicPlus Provided	SSL Management CivicPlus Provided: https://www.maumee.org/	USD 89.00
1.00	DNS and Domain Hosting Setup	DNS and Domain Hosting Setup: https://www.maumee.org/	USD 142.20
1.00	DNS and Domain Hosting Annual Fee	DNS and Domain Hosting Annual Fee: https://www.maumee.org/	USD 189.00
1.00	Premium Implementation - Municipal Websites	Premium Implementation	USD 11,371.50
1.00	48 Month Redesign Premium Annual - CivicEngage Central	48 Month Redesign Premium Annual - Municipal Websites Central	USD 2,631.00

QTY	PRODUCT NAME	DESCRIPTION	12 Month Value
150.00	Website Content Development - 1 Page	Content Development - 1 Page	USD 5,400.00
4.00	Website New Customer Virtual System Training - Up to 3 hours	Website Virtual System Training - Up to 3 hours & 12 attendees	USD 2,700.00

Accessibility

QTY	PRODUCT NAME	DESCRIPTION	12 Month Value
1.00	AudioEye Managed	AudioEye Managed: https://www.maumee.org/	USD 2,500.00
1.00	Web Accessibility Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	USD -2,500.00

Agenda Solution

QTY	PRODUCT NAME	DESCRIPTION	12 Month Value
1.00	AMM Select: Lite Annual Fee	AMM Select: Lite Annual Fee	USD 4,200.00
1.00	AMM: Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	USD -4,200.00
1.00	AMM Select: Lite Standard Implementation	Lite Standard Implementation; Includes config. of up to 5 meeting types, up to 5 boards, and 4 hrs of training; Includes 1 agenda design selected from Design Library	USD 1,642.50
1.00	CivicPlus Media: Implementation Fee	CivicPlus Media: Implementation Fee	USD 945.00
1.00	CivicPlus Media: Annual Fee	CivicPlus Media Annual Fee: Unlimited storage, unlimited users, up to 3 concurrent streams	USD 5,500.00
1.00	AMM: Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	USD -5,500.00
1.00	AMM Select: Historical Import Fee without Videos (500 - 750)	Historical import of between 500 and 750 meetings; Volume is calculated based on number of meetings being imported; Import does not include any video files	USD 1,000.00

SeeClickFix

QTY	PRODUCT NAME	DESCRIPTION	12 Month Value
1.00	SeeClickFix 311 CRM Starter Implementation	SeeClickFix 311 CRM Starter Implementation	USD 500.00
1.00	SeeClickFix 311 CRM Starter Annual	5 gov user licenses for resident request management with 10 categories via web portal. Includes the following promotional features until 12/31/2025: reports module, new request form in CRM, ability to add extra categories, & SeeClickFix 311 CRM mobile app	USD 2,500.00
1.00	Website Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	USD -2,500.00

List Price - Initial Term Total	USD 49,418.00
Total Investment - Initial Term	USD 30,500.00
Annual Recurring Services (Subject to Uplift)	USD 23,250.00

Initial Term	24 Months, beginning at signature date. Total Investment - Initial Term refers to the first 12 months of the agreement. Annual Recurring Services (subject to Uplift) refers to the second 12 months of the agreement.
Initial Term Invoice Schedule	100% invoiced January 1st, 2026

Renewal Procedure	Automatic 1 year renewal term, unless 60 days notice provided prior to renewal date
Annual Uplift	5% to be applied in year 2

This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement and the applicable Solution and Services terms and conditions located at <https://www.civicplus.help/hc/en-us/p/legal-stuff> (collectively, the "Binding Terms"). By signing this SOW, Client expressly agrees to the terms and conditions of the Binding Terms throughout the term of this SOW.

Please note that this document is a SOW and not an invoice. Upon signing and submitting this SOW, Client will receive the applicable invoice according to the terms of the invoicing schedule outlined herein.

Client may issue purchase orders for its internal, administrative use only, and not to impose any contractual terms. Any terms contained in any such purchase orders issued by the Client are considered null and will not alter the Binding Terms, the Agreement or this SOW.

Acceptance of Quote # Q-107647-1

The undersigned acknowledges having read, understood, and agreed to be bound by the binding terms and conditions incorporated into this SOW. This SOW shall become effective as of the date of the last signature below ("Effective Date").

For CivicPlus Billing Information, please visit <https://www.civicplus.com/verify/>

Authorized Client Signature

CivicPlus

By (please sign):

By (please sign):

Printed Name:

Printed Name:

Title:

Title:

Date:

Date:

Organization Legal Name:

Billing Contact:

Title:

Billing Phone Number:

Billing Email:

Billing Address:

Mailing Address: (If different from above)

PO Number: (Info needed on Invoice (PO or Job#) if required)



MEMO TO: Mayor and City Councilmembers

FROM: Jennifer Harkey, Finance Director

DATE: November 12, 2025

SUBJECT: Disposal of property unneeded, obsolete or unfit for municipal purposes

Recommendation:

Declare assets below as surplus and authorize the disposal.

13363	PLAYGROUND PROJECT 2003	21,156.00
99000519	<u>W JOHN ST (FORD PLAYGROUND)</u>	<u>2,900.00</u>

City of Maumee DEPARTMENTAL REPORT

MEMO TO: Mayor and City Councilmembers

FROM: Jennifer Harkey, Finance Director

DATE: November 12, 2025

RECOMMENDATION: Declare the Ford Field Playground equipment listed below as surplus, and authorize the disposal.

SUMMARY

The Ford Field Playground was removed and replaced with the new playground equipment this fall.

BUDGETARY CONSIDERATIONS

There are no budgetary considerations. All items were non-functional and had no monetary value.

HISTORY, BACKGROUND and DISCUSSION of the ISSUE

The items listed for disposal/surplus were replaced this fall with the new Ford Field Playground.

The identifiers for the playground are:

13363	PLAYGROUND PROJECT 2003	21,156.00
99000519	<u>W JOHN ST (FORD PLAYGROUND)</u>	<u>2,900.00</u>

POSITIONS

Requested action is for Maumee City Council to declare the equipment as surplus and authorize the disposal.



CRIMINAL JUSTICE
COORDINATING COUNCIL

www.lucascountycjcc.org

640 JACKSON STREET, SUITE 1720

TOLEDO, OHIO 43604-2230



www.noris.org

T 567.200.6850 F 567.200.6855

Ms. Andrea Shrewsberry
Maumee Municipal Court
400 Conant Street
Maumee, OH 43537

Dear Ms. Shrewsberry,

Thank you for your continuing participation in the Northwest Ohio Regional Information System (NORIS) through the Criminal Justice Coordinating Council. NORIS continues to strive to provide the most current and complete shared integrated criminal justice information system in the State of Ohio.

Enclosed is the Statement of Agreement between Maumee Municipal Court and the Criminal Justice Coordinating Council for the coming fiscal year in order to continue offering your agency NORIS. Please sign and return the agreement by November 7, 2025.

If there are any questions or concerns about your agencies NORIS services, please do not hesitate to contact me. For questions regarding general invoicing or billing please contact Liz Cappelletty, Director of Administrative Services at 567.200.6833 or liz.cappelletty@noris.org.

Sincerely,

Shane Marie McCracken

Shane Marie McCracken
Director, Northwest Ohio Regional Information System (NORIS)
O: 567.200.6808
C: 419.469.4940
shane.mccracken@noris.org



STATEMENT OF AGREEMENT
BETWEEN
MAUMEE MUNICIPAL COURT
AND
CRIMINAL JUSTICE COORDINATING COUNCIL

WHEREAS, the Criminal Justice Coordinating Council (CJCC) provides criminal justice information services through the Northwest Ohio Regional Information System (NORIS); and

WHEREAS, the Maumee Municipal Court (CUSTOMER) desires to implement NORIS software and applications.

NOW THEREFORE, it is agreed as follows:

- I. NORIS shall provide access for the services listed in Section IV and provide training to Customer for this purpose.
- II. CUSTOMER shall provide to the CJCC the sum of **\$43,950.00** for NORIS SOFTWARE application and maintenance during **Calendar Year 2026 starting January 1, 2026 and ending December 31, 2026**.
- III. NORIS will provide a perpetual non-exclusive license for the right to use the NORIS applications listed in Section IV provided CUSTOMER maintains software maintenance. This license is limited to use by the CUSTOMER for internal needs and may not be resold, transferred or shared. As used in this section, the term license refers only to the NORIS applications listed.

Application Description	Annual Cost
NORIS RegionWISE RegionWISE Integrated Queries	\$ 5,355.00
RID	\$ 1,050.00
Case Log Information Processing (CLIP)	\$ 15,750.00
Warrants and Protection Order	\$ 8,925.00
Intellinetics Imaging Licensing and Support 8 license * \$225.00 / year	\$ 1,854.00
Verizon Hotspot 2 * 40.25/month	\$ 966.00
NORIS LEADS Service	\$ 3,250.00
NORIS Network Support	\$ 6,300.00
Threat Protection and Recovery Systems	\$ 500.00
2026 Contract Total	\$ 43,950.00



- IV. Annual maintenance will consist of: Maintenance of user accounts.
- A. First level telephone support available 24 X 7 through the NORIS Data Center.
 - B. Respond within 8 hours to business-critical issues 24 x 7. Routine support issues will be handled Monday through Friday during normal business hours.
 - C. Periodic upgrades to NORIS software and applications.
 - D. Repair of identified software bugs.
 - E. Database software to support NORIS software and applications.
 - F. 24 X 7 hardware support for equipment in the NORIS Data Center used to support NORIS software and applications.
 - G. Reorganizing and optimizing databases and files when necessary to maintain system performance.
 - H. Performing daily file and database backups and/or database file recoveries.
 - I. Periodic installation of fixes, updates and new releases of operating system and database software.
 - J. Integration of CUSTOMER'S data in data sharing applications.
 - K. Monitoring the network for reasonable performance, intrusions, and outages.
- V. CUSTOMER is responsible for the procurement of all computer supplies not covered in this agreement.
- VI. Any equipment owned by NORIS at the CUSTOMER's site shall be maintained by NORIS. Optionally, NORIS may maintain CUSTOMER owned equipment. This may include but is not limited to PC terminals, printers, routers, LAN extenders and CSU/DSU equipment. NORIS will repair or replace, at its option, any NORIS owned equipment that fails to work as required. CUSTOMER is required to pay for any repairs that arise from any component not being used as specified or damaged through fire, flood, war or other natural or manmade disasters. Further, any repair cost caused by malicious and/or negligent treatment of the equipment or use of the equipment for the purpose other than those intended by the manufacturers shall be the responsibility of the user.
- VII. NORIS will not allow any non-NORIS installed software to be used on its NORIS/LEADS terminals without prior written approval from NORIS.
- VIII. The end-user may NOT decompile, reverse engineer, disassemble or otherwise reduce the software to a human readable form. The end-user may NOT modify, adapt, translate, rent, lease, load, resell for profit, distribute, or otherwise assign or transfer the software.
- IX. The CUSTOMER will be invoiced on an annual basis.



X. ITEMS NOT INCLUDED

Software maintenance and CUSTOMER support does not include:

- A. Maintenance of CUSTOMER owned PCs.
- B. Maintenance of CUSTOMER owned network equipment such as routers, switches and hubs.
- C. Maintenance of printer parts.
- D. Installation of hardware or software, except as noted above, on CUSTOMER owned PCs for the purpose of providing a connection to the NORIS network.
- E. CJIS required multi-factor authentication solution.

Remainder of page left intentionally blank.



TERMS AND CONDITIONS

I. LIMITATION OF LIABILITY

A. CUSTOMER'S LIMITATION OF LIABILITY

1. The CUSTOMER, its employees, agents and subcontractors will not be liable to NORIS or any other person for any claim or damages arising directly or indirectly from the information technology (IT) services, or any documentation relating to such services described hereunder, or from any other cause, except for claims resulting from bodily injury or damage to personal property unrelated to the delivery of its services and due to the sole negligence of the CUSTOMER'S employees.
 - a) In no event will the CUSTOMER be liable to any party for indirect, incidental, special or consequential damages of any kind arising hereunder even if the CUSTOMER has been advised of the possibility of such damages.
 - b) The CUSTOMER specifically disclaims any responsibility for performance and suitability for purpose, or software provided by any third-party provider.

II. RESOLUTION OF ISSUES

For any issues relating to unsatisfactory work production or severe defects by the project team, the NORIS Director will endeavor to first understand and then resolve the issue directly with CUSTOMER. If for any reason the NORIS Director does not manage any issue to the CUSTOMER's satisfaction, the issue may be escalated to:

Holly Matthews, Executive Director, CJCC
CJCC@noris.org
Tel: (567) 200.6828

III. DISCLAIMER

NORIS makes no warranties of any kind, either expressed or implied, and disclaims the implied warranties of merchantability and fitness for a particular purpose with respect to technical information or technical assistance provided by NORIS under and pursuant to this AGREEMENT.

IV. LIMITATION OF DAMAGES

CJCC/NORIS will not be liable for any delay in or failure to provide services if due to any cause or conditions beyond NORIS's reasonable control, whether foreseeable or not. NORIS's entire liabilities for damages for any cause whatsoever, and regardless of the form of action, shall be limited to CUSTOMER's actual direct damages not to exceed the amount paid to NORIS under this AGREEMENT. In no event shall CJCC/NORIS, its officers, agents and employees, be liable under or in connection with this AGREEMENT under any theory or tort, agreement, strict liability or other legal or equitable theory for lost profits, special, incidental or consequential damages.

V. CONFIDENTIALITY

Without the prior written consent of the CUSTOMER, NORIS shall maintain the confidentiality of and shall not disclose any information disclosed to, obtained by or created by NORIS in connection with its performance of the services or otherwise in connection with this AGREEMENT. The obligations of confidentiality and non-disclosure imposed under this AGREEMENT shall not apply to:

- A. Information which is published or otherwise becomes available to the general public as part of the public domain without breach of this AGREEMENT;
- B. Information which has been furnished or made known to NORIS by a third party which does not involve a breach of the third party's obligations to CUSTOMER;
- C. Information that was in NORIS's possession without proprietary restrictions prior to the date of disclosure to NORIS;
- D. Information that NORIS establishes was developed independently of any information furnished to it; and
- E. General information of a nonproprietary nature.

VI. ASSIGNMENT

This AGREEMENT may not be assigned or transferred by either party, in whole or in part, either voluntarily or by operation of law, without the prior written consent of the other party.

VII. OWNERSHIP

NORIS retains all marketing and resell rights to all software, components, methodologies and documentation developed in conjunction with the application covered by this AGREEMENT.

VIII. WAIVER

The failure of either party to exercise any of its rights or to enforce any of the provisions of this AGREEMENT on any occasion shall not be a waiver of such rights or provisions, nor affect the right of such party thereafter to enforce each and every provision of this AGREEMENT.

IX. INDEPENDENT CONTRACTOR STATUS

NORIS is performing the services and duties required of it pursuant to this AGREEMENT as an independent contractor and not as an employee, agent, partner or joint venture. NORIS shall not have authority to bind or obligate the CUSTOMER in any manner. CUSTOMER shall neither have nor exercise any control over the methods by which NORIS accomplishes the performance of the services. The sole interest of CUSTOMER is to assure that the services shall be provided in a competent, efficient, and satisfactory manner. NORIS will be solely responsible for the payment or withholding of all federal, state or local income taxes, Medicare taxes, unemployment taxes, workers' compensation and other insurance required by law arising from NORIS's compensation hereunder. NORIS will maintain Worker's Compensation and comprehensive general liability coverage in form, in amount, and with carriers, which it deems satisfactory to the prudent operation of its business.

X. SEVERABILITY

If any provision of this AGREEMENT is invalid or unenforceable under any applicable statute to rule of law, then the affected provision shall be curtailed and limited only to the extent necessary to bring said provision within legal requirements, and this AGREEMENT as so modified shall continue in full force and effect.



XI. NOTICES

All notices required by or relating to this AGREEMENT shall be in writing and shall be sent to the addresses set forth below. A notice shall be deemed duly given 1) if deposited, postage prepaid in the United States mail and directed to the below-described address or as changed if notice is provided to the other party or 2) if it is delivered by email, the other party acknowledges receipt of the email.

**MAUMEE MUNICIPAL COURT
400 CONANT STREET
MAUMEE, OH 43537
ATTN: MS. ANDREA SHREWSBERRY**

**CJCC / NORIS
640 JACKSON STREET, SUITE 1720
TOLEDO, OHIO 43604-2230
ATTN: HOLLY K. MATTHEWS
EMAIL: CJCC@NORIS.ORG**

XII. ENTIRE AGREEMENT

This AGREEMENT and all appendices attached hereto and all associated work authorization documents accepted hereunder, constitute the entire AGREEMENT between the parties and shall supersede all proposals or prior AGREEMENT, oral or written, and all other communications between the parties relating to the subject matter of this AGREEMENT.

XIII. RIGHTS AND AUTHORITY

The CUSTOMER warrants and represents that it has full right and authority to enter into this AGREEMENT and that neither the act of doing so nor its conduct as contemplated hereby shall be in violation of any AGREEMENT or obligation to which it is a party or by which it is bound.

XIV. GOVERNING LAW

This AGREEMENT shall be governed and construed in accordance with the laws of the Lucas County, State of Ohio, of the United States.

XV. RELATIONSHIP

Nothing contained in this AGREEMENT shall be constructed to imply a joint venture or principal and agent relationship between NORIS and the CUSTOMER and neither party shall have any right, power or authority to create any obligation, express or implied, on behalf of the other party.



XVI. TERMINATION

- A. This AGREEMENT is effective until terminated by either party. Written notice of intent to terminate shall be provided ninety (90) days prior to the date of actual termination. The notice should specify the extent to which performance of work under this AGREEMENT is terminated, and the future date upon which such termination becomes effective. The CUSTOMER agrees to pay NORIS for all work performed up to the date of such termination, including any prepaid items or cancellation fees to third party suppliers. Any CUSTOMER owned equipment, located within the NORIS Data Center or elsewhere, will be returned to the CUSTOMER upon termination of this AGREEMENT.
- B. This AGREEMENT may be amended from time-to-time in writing by the parties provided that such amendments shall be attached hereto and become a part thereof. Any changes in fees, services, conditions or guidelines shall be dealt with under this paragraph.



CRIMINAL JUSTICE COORDINATING COUNCIL

www.lucascountycjcc.org



www.noris.org

CONTRACT AGREEMENT SIGNATURES

HOLLY K. MATTHEWS
EXECUTIVE DIRECTOR, CJCC

Holly K. Matthews
SIGNATURE

9/12/2025
DATE

SHANE MARIE MCCrackEN
DIRECTOR, NORIS

Shane Marie McCracken
SIGNATURE

09/10/2025
DATE

Andrea Shrewsberry

MAUMEE MUNICIPAL COURT
REPRESENTATIVE NAME (PRINTED)

SIGNATURE

DATE

Clerk Of Court

REPRESENTATIVE TITLE

IT CONTACT INFORMATION

Curt Smith

CONTACT NAME

CSmith@maumee.org

EMAIL ADDRESS

PHONE

CONTACT NAME

EMAIL ADDRESS

PHONE

CUSTOMER BILLING INFORMATION

Andrea Shrewsberry

CONTACT NAME (PRINTED)

AShrewsberry@maumee.org

EMAIL ADDRESS

419-897-7138

PHONE

Cindy Bucher

CONTACT NAME (PRINTED)

accountspayable@maumee.org

EMAIL ADDRESS

419-897-7110

PHONE

CJCC/NORIS BILLING QUESTIONS, PLEASE CONTACT:

LIZ CAPPELLETY, DIRECTOR OF ADMINISTRATIVE SERVICES

P: 567.200.6833

E: LIZ.CAPPELLETY@NORIS.ORG



EVERBRIDGE NOTIFICATION SYSTEM –MAUMEE MUNICIPAL COURT

TERMINAL AGENCY COORDINATOR (TAC)

EMAIL ADDRESS

CELL PHONE#

AGENCY CONTACT

EMAIL ADDRESS

CELL PHONE#

AGENCY CONTACT

EMAIL ADDRESS

CELL PHONE#

ORDINANCE NO. 030 -2025

AN ORDINANCE AMENDING CHAPTER 103 AND ORDINANCE NO. 026-2023 OF THE MAUMEE CODIFIED ORDINANCES, UPDATING THE REQUIREMENTS FOR CONTRACTS WITHIN THE CITY OF MAUMEE

WHEREAS, Maumee has previously adopted Chapter 103 and Ordinance 026-2023 of the Maumee Codified Ordinances and,

WHEREAS, an update to the requirements for contracts within the City of Maumee, Chapter 103 of the Codified Ordinances and Ordinance 026-2023 thereto is necessary and should be amended to include the following revisions, additions and deletions.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Maumee, Ohio, that:

SECTION 1. Chapter 103 and Ordinance 026-2023 of the Maumee Codified Ordinances be, and the same hereby are amended in part as follows:

**CHAPTER 103
Contracts and Purchases**

- 103.01 Division of Purchases and Supplies.
- 103.02 Payments to contractors regulated.
- 103.03 Contract provisions.
- 103.04 Competitive bidding.
- 103.05 Procedures and methods to be followed.

103.01 PURCHASES AND SUPPLIES.

(a)- The Director of Finance shall have charge of and responsibility for the purchases and sales and shall keep a record thereof and shall make all purchases and sales of materials and supplies for the City in conformity with the Charter, ordinances of Council, and the City of Maumee Purchasing Policy.

(b) Purchases. All purchases shall be-made in accordance with the Maumee purchasing policy and approved by the Director of the department and/or Finance

(c) Rules and Regulations. The Finance Director is hereby authorized and directed to establish rules and regulations for purchases, including the purchasing policy as approved by City Council. Such rules and regulations shall not be in conflict with the Charter, and the ordinances of the City of Maumee.

103.02 PAYMENTS TO CONTRACTORS REGULATED.

Unless otherwise directed by Council, payments under agreements or contracts including those involving the furnishing of labor and materials to the City or for construction of public improvements entered into by the City and provisions in such agreements or contracts relating to such payments and to the rights and remedies of the City for defaults and relating to means of insuring faithful performance thereof shall be in accordance with this Chapter and any other Maumee Codified ordinance related to agreements or contracts.

103.03 CONTRACT PROVISIONS.

1. Notwithstanding any provision of the laws of Ohio to the contrary, unless otherwise directed by Council, all contracts and/or agreements entered into by the City in amounts in excess of

\$75,000, including those involving the furnishing of labor and material to the City or for the construction of public improvements shall, in addition to such other terms and provisions as may be determined to be necessary or desirable, contain the following provisions:

(a) The contractor or vendor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, ancestry, national origin, place of birth, age, marital status, or handicap. The contractor or vendor shall take affirmative action in accordance with the terms outlined in its proposal and the provisions of this contract to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, ancestry, national origin, place of birth, age, marital status, or handicap. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor or vendor agrees to post in conspicuous places, available to employees and applicants, notices to be provided by the City setting forth the provisions of the nondiscrimination clauses. The contractor or vendor shall include the provisions of this contract in every subcontract, so that such provisions shall be binding upon each subcontractor.

(b) All contracts shall be reviewed by and approved as required by the Maumee Charter and as to form as approved by the Law Director or a representative of the Law Director. Any contract which has not been reviewed and approved by the Law Director or designated representative shall **may** be voidable and unenforceable against the City and its officials at the election of the City. The Law Director, in consultation with the Finance Director and City Administrator, may establish standard contracts and standard contract language and clauses for use in contracts where appropriate. ~~This provision shall not apply to contracts or agreements for purchases or supplies for the City in amounts less than \$75,000.~~

(c) All state of Ohio provisions of law and ordinance relating to prevailing wage rates applicable to contracts for construction of public improvements shall apply. **Federal prevailing wages and its regulations shall take precedent and shall apply to those public improvements that require the application of federal regulations.**

(d) Any other term or condition that the City deems appropriate for the contract.

2. Construction Contracts. Each construction contract bid shall contain the full name of every person or company interested in the same. ~~and shall require a bid guarantee for contracts that if the bid is accepted a contract shall be executed.~~ For construction contracts estimated to cost over \$100,000.00 (One Hundred Thousand Dollars), or contracts where the City may elect to require a bond, the resulting contract shall require a bid bond, performance bond and payment bond. Neither a performance bond nor a payment bond shall be required for construction contracts estimated to cost \$100,000.00 (One Hundred Thousand Dollars) or under unless otherwise required by the City. The required type of bid guarantee or performance bond shall be identified in the invitation for bid.

3. Except as otherwise required or permitted by state or federal law, a contract entered into by the City for the procurement of supplies, services, professional services, or construction shall not include any of the following:

- (a) A provision that requires the City to indemnify or hold harmless another person **or entity**;
- (b) A provision that requires the City to agree to limit the liability for any direct loss to the

City for bodily injury, death, or damage to property of the City caused by the negligence, intentional or willful misconduct, fraudulent act, recklessness, or other tortious conduct of **another** person **or entity** or their employees or agents, or a provision that would otherwise impose an indemnification obligation on the City;

(c) A provision that requires the City to be bound by a term or condition that is unknown to the City at the time of signing a contract or that may be unilaterally changed by the other party;

(d) A provision that is not specifically negotiated with the City or an agreement or contract that is verbally accepted, accepted in writing, or electronically accepted by a City employee without authority to accept the agreement or contract on behalf of the City;

(e) A provision that provides for a person other than the Law Director to serve as legal counsel for the City without the approval of the Law Director;

(f) A provision that is inconsistent with the City's public records obligations under sections 149.351 or 149.43 of the Ohio Revised Code;

(g) A provision whereby the seller agrees to provide financing to the City for the transaction without authorization by City Council.

4. If a contract contains a term or condition **prohibited** described in this section, the term or condition is void ab initio, and the contract containing that term or condition otherwise shall be voidable at the election of the City or can be considered enforceable as if it did not contain such term or condition if the City elects not to consider the contract void.

5. A contract that contains a term or condition described in this section shall be governed by and construed in accordance with **Maumee Ordinances, the Maumee Charter or** Ohio law notwithstanding any term or condition to the contrary in the contract.

~~6. This section does not apply to a contract awarded (1) as a sole source (2) as an emergency purchase.~~

103.04 COMPETITIVE BIDDING.

(a) Notwithstanding any provision of the laws of the State of Ohio to the contrary, and unless otherwise specifically directed by Council, advertisement and competitive bidding shall not be required in any contract entered into by the City, involving the furnishing of equipment, services, supplies or materials to the City or for the construction of public improvements when the cost to the City of such equipment, non-professional services, supplies, materials or construction is less than seventy-five thousand dollars (\$75,000).

(b) When the cost of a contract that requires competitive bidding involving the furnishing of equipment, services, supplies, materials or construction to the City is seventy-five thousand dollars (\$75,000) or more, advertisement and competitive bidding for such contract shall take place as recommended by the City Administrator or **City Directors** by any of the following methods:

(1) Advertisement and bidding through any web-based vendor and bid management system.

(2) Advertisement on the City of Maumee web site, **social media, or any other place that may be conducive for advertising the project for a minimum period of one two weeks, but not more than four (4) weeks.** ~~or more if such additional time is deemed necessary by the City Administrator.~~

(3) Advertisement in newspaper of general circulation within the City of Maumee for ~~not less than~~ **a minimum period of one two weeks, but not more than four (4) weeks.**

(c) Bids may be emailed, faxed, mailed or hand delivered to the City of Maumee on or before the bidding deadline. Bids may be awarded to the lowest, most qualified responsive bid after considering the bidder's experience, qualifications and/or demonstrated competence.

(d) Changes to bid documents, bidding requirements or deadlines for bids may occur anytime during the bidding process. Bidders who have submitted bid documents before changes to bid documents or requirements shall be given the opportunity to modify their bid before the bid deadline.

(e) The City Administrator or Public Service Director are authorized to waive any bidding irregularities or technicalities in a bid document submitted and/or waive any requirements in the form of the submitted bid in the best interests of the City of Maumee.

103.05 PROCEDURES AND METHODS TO BE FOLLOWED.

(a) The City Administrator, Department Directors or Mayor when the City Administrator is unavailable, shall be authorized to execute and enter into contracts, leases, licenses and purchase agreements involving the furnishing of equipment, services, supplies or materials to the City, for the construction of public improvements for the City, for purchases, or for payments deemed necessary by the Mayor, City Administrator or Department Directors for operations of the City of Maumee, in amounts up to seventy-five thousand dollar (\$75,000.00), or the amount set forth in Section 103.04 of the Maumee Codified Ordinances as may be amended hereafter, whichever is greater, and After entering into said contracts and/or agreements, which are in excess of \$25,000 the City Administrator, Department Directors, Capital Projects Manager, Clerk or Mayor shall provide City Council with a copy of the fully executed contract and/or purchase agreements (physical copy or digital access) or a short summary of the terms of the contract or purchase agreement prior to the first regularly scheduled City Council meeting each month or within 30 days after receipt of the fully executed contract or purchase agreements, whichever is later.

(b) City Council shall approve contracts or agreements in excess of seventy-five thousand dollars (\$75,000.00), or the amount set forth in Section 103.04 of the Maumee Codified Ordinances as may be amended hereafter, whichever is greater, that are to be awarded after competitive bidding, by motion (which includes use of the consent agenda), ordinance, or resolution. The Mayor or person designated by City Council when approving contracts in excess of \$75,000 shall be authorized to execute any such contracts or agreements. The Mayor may designate in writing the Director of any Department in the Mayor's stead to execute such contracts or agreements as set forth in Article IV Section 5 of the Maumee Charter.

(c) City Council shall approve and authorize contracts, leases, or agreements in excess of seventy-five thousand dollars (\$75,000.00), or the amount set forth in Section 103.04 of the Maumee Codified Ordinances as may be amended hereafter, whichever is greater, that may be awarded without formal advertising and bidding for professional service contracts; or contracts for expenditures in time of any emergency as determined defined by Council; the purchase of new or used equipment at auctions; joint purchasing pursuant to agreements with other governmental units, whether state, local, or federal; sole source contracts where Council determines that formal competitive bidding is not practical or is not in the best interest of the Municipality; and any other circumstances as provided by ordinance or resolution. Approval and/or authorization of for all such contracts shall be by motion (which includes use of the consent agenda), or resolution of Council. The City Administrator, the person designated by council when approving such contacts or the Mayor shall be authorized to sign any such contracts or agreements, The Mayor may designate in writing the Director of any Department in the Mayor's stead to execute such contracts or agreements as set forth in Article IV Section 5 of the Maumee charter.

(d) City Council shall approve labor contracts or any other labor related agreements by motion or resolution. The Mayor shall be authorized to execute any such labor contracts or agreements, or designate in writing the Director of any department in the Mayor's stead to execute

such contracts or agreements as set forth in Article IV Section 5 of the Maumee Charter.

(e) The Mayor, City Administrator **or Public Service Director, are** authorized to execute amendments and/ or change orders to contracts which have already been duly authorized by Council and executed. If the amendment, or change order, involves the additional expenditure of funds that are in excess of ~~twenty percent of the contract price, Council shall approve such amendment or amendments by motion. City Council shall be presented with a copy of any change orders and the cost of any change orders.~~ **approve Change Orders, by written acknowledgement, not to exceed \$100,000 per amendment or change order, or which collectively for that contract exceeds the lower of 20% of the approved contract amount or \$500,000, Council shall approve such amendment or change order. For all change orders or amendments that exceed the amount described previously, the contractor may not commence additional work or provide materials or supplies until authorized by Council. Under both thresholds, the signed change order, with a summarized tally of change orders, must be attached to change order request in the finance system. A change order is defined as an amendment to a previously agreed-upon contract resulting in a change in scope of work, the need for additional materials, additional cost and/or modification of the timeline for completion of the project or a portion thereof.**

(f) Waiver of Regulations. When City Council determines that it is in the best interests of the City, City Council may, by ordinance, **motion or resolution**, waive any of the provisions of this chapter.

SECTION 2. Ordinance 026-2023, or other Chapters or Ordinances, **or policies** of the Maumee Municipal Code except the provisions of Chapter 107 of the Maumee Codified Ordinances, in conflict herewith are hereby amended and/or repealed in part to reflect the foregoing changes;

SECTION 3. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of council's committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements of the Charter of Maumee, Ohio.

First Reading October 20, 2025

Second Reading November 3, 2025

Motion to Pass: Second:

Yeas: Nays:

Passed: November 17, 2025.

ATTEST:

Municipal Clerk

Mayor

Approved as to form by:

Law Director

ORDINANCE NO. 031-2025
AN ORDINANCE REPEALING ORDINANCE 039-2021, TITLED AN
ORDINANCE TO GRANT EXPEDITED AUTHORITY FOR THE
SOLICITATION AND AWARDING OF CONTRACTS

WHEREAS, the City of Maumee enacted Ordinance 039-2021 of the Maumee Codified Ordinances which granted expedited authority for the solicitation and awarding of contracts due to the sewer emergency:

WHEREAS, the City of Maumee desires to repeal this Ordinance related to the sewer emergency.

WHEREFORE, BE IT ORDAINED by the Council for the City of Maumee, Ohio, that:

SECTION 1. That the City Council of the City of Maumee, Ohio, hereby repeals Ordinance 039-2021, Titled An Ordinance To Grant Expedited Authority for the Solicitation and Awarding of Contracts.

SECTION 2. That this repeal of Ordinance 039-2021, shall become effective on the date that this Ordinance is passed. That this repeal does not affect the prior operation of ordinance 039-2021 or any action taken thereunder or affect any validation, cure, right, privilege, obligation or liability previously acquired, accrued, accorded or incurred thereunder except as may be otherwise modified by subsequent Ordinances;

SECTION 3. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements, including the Maumee Charter.

First Reading October 20, 2025
Second Reading November 3, 2025
Motion to Pass:
Yeas: Nays:
Passed: November 17, 2025

Second:

Mayor.

ATTEST:

Municipal Clerk.

Approved as to form by:

Law Director.