



March 6, 2020

Meeting Notice
Village Council Meeting As
A Committee of the Whole
March 10, 2020

Notice is hereby given that the Whitehouse Village Council will meet as a Committee of the Whole on Tuesday, March 10, 2020, at 6:30 PM. This meeting will be held in the Council Chambers, Village Hall, 6925 Providence Street, Whitehouse, Ohio.

AGENDA

- I. Call to Order
- II. Roll Call
- III. Review and Approval of the February 11, 2020, Committee of the Whole Meeting Minutes
- IV. Citizen Comments on Committee of the Whole Agenda Items
- V. **Safety Services**
 - A. Discussion of Whitehouse Fire Cooperative Proposal
 1. **Recommended Action** – After engaging in discussion, the Committee is asked to recommend to Council approval of the Fire Cooperative and to authorize necessary legislation to place millage on the November 2020 ballot.
 2. **Supporting Information** – Copy of Fire Cooperative Proposal Working Document (Exhibit A)
 - B. Discussion on Lucas County 911 Regional Council of Governments Agreement
 1. **Recommended Action** – After engaging in discussion, the Committee is asked to recommend to Council approval of the RCOG version already passed by Toledo, Lucas County, and other Municipalities.
 2. **Supporting Information** – Assorted Documents related to RCOG proposal (Exhibit B)
- VI. Citizen Comments
- VII. Consider Other Business as Appropriate Under the Village Charter
6925 Providence Street . PO Box 2476 . Whitehouse, Ohio 43571
Phone 419-877-5383 . Fax 419-877-5635
whitehouseoh.gov

VIII. Adjourn

Jordan D. Daugherty
Village Administrator

Village Council Meeting As
A Committee of the Whole
February 11, 2020
6:30 PM

ROLL CALL: Bob Keogh, Bill May, Louann Artiaga, Richard Bingham, and Rebecca Conklin Kleiboemer. Also present were the following: Mayor Don Atkinson, Administrator Jordan Daugherty, Solicitor Kevin Heban, Director of Public Services Steve Pilcher, Police Chief Mark McDonough, Fire Chief Joshua Hartbarger, Planning Administrator Tiffany Bachman, Clerk Susan Miller, Jacob Barnes, Tim Jindra, Bob Kimball, Karen Gerhardinger, David Williams, Matt Meeker, and Roberta Thornton.

President of Council, Louann Artiaga called the meeting to order.

Motion by Richard Bingham, seconded by Bob Keogh to approve the minutes of the January 14, 2020 meeting. 5 ayes

President of Council, Louann Artiaga asked for Citizen Comments pertaining to Agenda items.

- Tim Jindra discussed sidewalk clearing regulations, assistance for the elderly, time frames for enforcement
- Citizens in wheelchairs who utilize sidewalks, complaints from parents/children trying to get to school
- Boy Scouts not volunteering anymore, 4 available volunteers to assist with clearing
- Procedure for enforcement

General

The first order of business was for Zoning Inspector, Jacob Barnes to review new proposed enforcement penalties for certain zoning requirements.

- Current fine with court costs is around \$150, then the process begins all over, less expensive to pay the fine than to fix the issues
- Make changes so that a first offense will be a fourth degree misdemeanor \$250 fine and up to 30 days in jail and a second offense would be a third degree misdemeanor with a \$500 fine and up to 60 days in jail, it would be up to the judge if the jail time is served - not the Village, possibly impose 10 days - stay that time if the property is cleaned up, Ordinance would be required to amend the penalty
- Tax assessment if a property is cleaned up by the Village, easier on a vacant property, sticky situation to forcibly enter an occupied property
- Creating a paper trail for escalating offenses, for the small percentage of residents working the system
- If jail time is occurred, the Village pays \$100-\$150/day
- New builds/structural is different and Maumee does those inspections
- Civil action, common pleas court, one year before can get in front of a judge

Public Service

The next order of business was to review and discuss updated options for Streetscaping Phase 3.

- Tim Bockbrader of The Edge group gave an overview
- Base model \$389,000, Splash pad \$95,000, Trellis \$75,000, Lighting \$2,500, Shade sails, alternates \$232,000, Total cost with alternates \$670,000
- Seating around splash pad, 3'-4' high fence

- Sails perforated material like a screen, hardy, engineered, 5-10 year life span on sails, more instant shade than trees, sails instead of a trellis
- Existing trees possibly blocking splash pad and lights, canopy is higher
- Current shelter at plaza could be relocated, possibly to a dog park
- Splash pad rules signage, pass through system for water, fresh water to the fountain then out to the sewer, recirculation is a pool system that doubles the cost, splash pad proximity to the Street, location away from the park, restroom proximity, engage and energize more of the Downtown, splash pad is 28 feet in diameter, slight slope to center to drain
- Can rent trellis area
- Bike racks
- General's Ice Cream window services is not set to change
- Great job incorporating everyone's concerns and suggestions
- Kids wandering across bike path, getting hit by bikes
- Costs of parallel parking, angled parking, streetscape design elements, master parking plan, back in angled parking, being proactive, not waiting until planning for our growing Village, tight downtown street width, appeal for widening features, seize opportunity to widen and angle parking
- Low probability for grant for a roundabout by First Federal, no crashes or fatalities
- Phase and not finance the whole thing, focus on the park, Park is \$600,000 without the trellis, finance over 10 years, forego streetscaping next year and dedicate \$250,000 for 2 years – will have \$500,000 for streetscaping that will not need to finance, improvements for the long term anyway, finance full scope of the park
- Concerns for age disparity, materials will hold up

Motion by Rebecca Conklin Kleiboemer, seconded by Richard Bingham to recommend to Council to approve the Administrations recommendation to finance the downtown park improvements and phase streetscaping towards the primary school over the next couple of years. 4 ayes 1 nay Bill May

General

The next order of business is to review the donation collection bin policy.

- Two companies filled forms in 2015 – Salvation Army and Special Olympics, not lax in taking care of the bins, responsive to calls
- Current zoning is more strict than what is proposed to be drafted
- Motion activated infrared cameras \$10,000+
- There was still dumping when the bins were located out in the open
- The Village has not had to dispose of any material with any Village funds or manpower, if there is an issue companies respond within 48 hours – they are being responsive, don't have to call the company that often
- Social media issue from a repeat complainer
- Unconstitutional to remove them, cannot ban them, can regulate them, can we mandate they staff it?

Motion by Richard Bingham, seconded by Bill May to recommend to Council to table the Donation Collection Bin discussion. 5 ayes

Public Service

The next order of business was to review a request from a business owner for additional Handicap

Parking on Providence Street

- ADA requirement for 1 for every 25 spaces, another one located by Village Pizza

Motion by Richard Bingham, seconded by Bill May to recommend to Council to approve the request for an additional handicap parking space. 5 ayes

The last order of business was to review the sidewalk clearing program.

- Can this be handled by zoning?
- Police were able to be notify 15 houses in between handling calls, only two officers on duty, don't have the manpower, suggest handle by complaint basis
- Got the information out there, costly in resources
- If the snow is not removed right away it packs down to ice
- Civic group assistance, helping neighbors, low inventory of volunteers, contact churches – will take care of their own
- Snow plowed onto sidewalks right next to the streets
- Citation will not be issued if attempts are made
- Positive response once the word was out, always issues with the first snow of the year
- Education instead of enforcement

Other items discussed:

- Reminders on the Village calendar of seasonal rules and policies
- Steer complaints to the Village website, creates a work order for the issue
- Encouraging residents to attend meetings
- Committee of the Wholes not on the online calendar

Motion by Bob Keogh, seconded by Bill May to adjourn at 8:42 PM. 5 ayes

Respectfully submitted,

Susan Miller
Clerk of Council



STRATEGIC 10-YEAR STAFFING AND CAPITAL PROPOSAL CO-OP

Whitehouse Fire Chief Harbarger and Waterville Fire Chief Meyer

Updated 2/25/2020 This is a working document



PROPOSAL

- This plan is identified as a Co-Op
 - **Partnership** – Waterville, Waterville Township, and Whitehouse all work together to solve a growing problem. This solution is not just financial but also encompasses operational enhancements.
 - **Autonomous** - Each Department remains independent with operations and staff.
 - **Sustainable** - Each community can establish a funding mechanism that is sustainable for the Fire Departments. This is the foundation if a district is the path of the future. By working together as a co-op, this plan can be analyzed over time to determine its successes or downfalls in order to plan for the future.
 - **Tactical** - This plan stabilizes staffing needs for 10 years.
 - **Responsible** - This plan also achieves over 1 million dollars for each departments' capital purchase needs for five years.

OUR CONCERNS

- Our current model is unsustainable for the next few years.
- While each department still has dedicated volunteers, the model of a primary volunteer response is challenging. Work, family commitments, increased run volume, and State Mandated training requirements have made it difficult to recruit and retain our volunteers.
- Part time employees have an average retention rate of 2.5 years. Full Time jobs with other Fire Departments are usually the reason for resignation. (That's a good thing!)
- On-Duty Officers are needed. The current model relies heavily on a Chief Officer to respond to most incidents. Thus a 24/7 on-duty requirement is faced for Chief Officers.
- Failed Responses. (No one showed up, or only 1 person responded, and the incident was forced to another agency.)
- These concerns result in a need for PERSONNEL and a way to fund it.

EASY BREAKDOWN

Whitehouse Years 1-5

- 4 Full Time Staff Added
- \$1,181,875 in Capital Purchases. This is a direct reduction of General Fund future expenditures.

Whitehouse Years 6-10

- 3 Full Time Staff Added
- Capital Purchases revert to General Fund

Waterville Years 1-5

- 5 Full Time Staff Added (May reduce with 2020 proposed positions)
- \$1,182,500 in Capital Purchases.

Waterville Years 6-10

- 3 Full Time Staff Added
- Capital Purchases revert to General Fund

STAFFING LEVELS

- **EMMS**
 - Per State of Ohio Law, a minimum of 2 EMT-Basics are required for a patient transport
- **Fire**
 - Per State of Ohio Law, a minimum of 4 personnel are required for entry into an immediately dangerous to life and health situation (not including rescue). The Chief Officer and pump operator can be counted but must be ready for crew rescue. (This is not ideal!).
 - Fire Engine
 - 3 Firefighters with one ideally an officer (4 is preferred to stay in compliance)
 - EMS Unit
 - 2 EMT-Basics or higher



Green Means Go

Red means wait



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WHITEHOUSE CURRENT STAFFING MODEL

-Monday through Friday

- 1 Full Time Chief
- 1 Full Time Deputy Chief
- 1 Full Time Training Officer
- 1 Part Time Safety Assistant

-Seven Days a week 24-hour coverage on a 24/48 A,B,C Rotation

- 2 Full Time FF / Paramedic (for Life Squad 9 response only)
- 1 Full Time FF / Paramedic for Village of Whitehouse response
- 1 Part Time EMT Basic or Paramedic (24/192 A,B,C rotation or contingent) for Village of Whitehouse response

-On Call FF / EMT or Volunteer FF / EMT

- As needed for incidents

		Staffing Requirements						
		7a to 8a	8a to 9a	9a to 12p	12p to 4p	4p to 5p	5p to 7a	
Sunday								
Engine Crew	3	2	2	2	2	2	2	
Medic Crew	2	2	2	2	2	2	2	
Life Squad	2	2	2	2	2	2	2	
Admin	0	0	0	0	0	0	0	
Monday								
Engine Crew	3	2	3	3	3	3	2	
Medic Crew	2	2	2	2	2	2	2	
Life Squad	2	2	2	2	2	2	2	
Admin	1	1	3	3	2	1	0	
Tuesday								
Engine Crew	3	2	3	3	3	3	2	
Medic Crew	2	2	2	2	2	2	2	
Life Squad	2	2	2	2	2	2	2	
Admin	1	1	3	3	2	1	0	
Wednesday								
Engine Crew	3	2	3	3	3	3	2	
Medic Crew	2	2	2	2	2	2	2	
Life Squad	2	2	2	2	2	2	2	
Admin	1	1	3	3	2	1	0	
Thursday								
Engine Crew	3	2	3	3	3	3	2	
Medic Crew	2	2	2	2	2	2	2	
Life Squad	2	2	2	2	2	2	2	
Admin	1	1	3	3	2	1	0	
Friday								
Engine Crew	3	2	3	3	3	3	2	
Medic Crew	2	2	2	2	2	2	2	
Life Squad	2	2	2	2	2	2	2	
Admin	1	1	3	3	2	1	0	
Saturday								
Engine Crew	3	2	2	2	2	2	2	
Medic Crew	2	2	2	2	2	2	2	
Admin	2	2	2	2	2	2	2	

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WATERVILLE CURRENT STAFFING MODEL

-Monday Through Friday

- 1 Interim Fire Chief
- 1 Full Time Deputy Chief (To Start in 2020)
- 1 Part Time Executive Secretary
- 1 Full Time FF / Paramedic (To start in 2020)
- 1 Full Time FF / EMT (To start in 2020)

- Seven Days a week 24-hour coverage

- 2 Part Time contingent FF EMT's or Paramedics
- On Call FF / EMT or Volunteer FF / EMT
 - As needed for Incidents

		Staffing Requirements					
		7a to 8a	8a to 9a	9a to 12p	12p to 4p	4p to 5p	5p to 7a
Sunday							
Engine Crew	3	2	2	2	2	2	2
Medic Crew	2	2	2	2	2	2	2
Admin		0	0	0	0	0	0
Monday							
Engine Crew	3	2	2	2	2	2	2
Medic Crew	2	2	2	2	2	2	2
Admin		1	2	1	1	0	0
Tuesday							
Engine Crew	3	2	2	2	2	2	2
Medic Crew	2	2	2	2	2	2	2
Admin		0	2	2	2	0	0
Wednesday							
Engine Crew	3	2	2	2	2	2	2
Medic Crew	2	2	2	2	2	2	2
Admin		0	1	1	1	1	0
Thursday							
Engine Crew	3	2	2	2	2	2	2
Medic Crew	2	2	2	2	2	2	2
Admin		0	2	2	2	2	0
Friday							
Engine Crew	3	2	2	2	2	2	2
Medic Crew	2	2	2	2	2	2	2
Admin		0	1	1	2	1	0
Saturday							
Engine Crew	3	2	2	2	2	2	2
Medic Crew	2	2	2	2	2	2	2
Admin		0	0	0	0	0	0

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PROPOSED GO-OP SOLUTION YEARS 1-5 WHITEHOUSE

- Monday through Friday daytime remains the same
- Whitehouse Staffing Model
 - Seven Days a week 24-hour coverage on a 24/48 A,B,C Rotation
 - 2 Full Time FF / Paramedic (for Life Squad 9 response only total of 6)
 - 1 Full Time FF / Paramedic for Station 85 (total of 3)
 - The shift officer position would be all Captains. They would cover the officer position nights and weekends on the fire side. In the event the full-time officer is off, the Chief, Deputy Chief, Training Officer, and current Volunteer officers would cover.
 - 1 Part Time FF / EMT Basic or Paramedic (24/192 A,B,C rotation or contingent. This ensures employees are under 35 hours per week.) for Whitehouse
 - 1 New Full Time FF / EMT Basic and 2 new Paramedics (one per A, B and C shift a total of 3 people)
 - 1 New Full Time FF / EMT Basic Swing Position. (Total of 1)
 - This position would fill in for requested Vacation/Sick/Comp Time. The individual selected would work a standard 48-hour work week. This individual would know the schedule of work two weeks prior. They would also be first up for choice of overtime.
- On Call FF / EMT or Volunteer FF / EMT
 - Volunteers are vital. We will need to focus on Recruitment and Retention.
 - New Specialization for Volunteers
 - New On Call opportunity for 3rd fire position
- Estimated costs for year 1-5 at \$490,000.

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Staffing Requirements

	7a to 8a	8a to 9a	9a to 12p	12p to 4p	4p to 5p	5p to 7a
Sunday						
Engine Crew	3	3	3	3	3	3
Medic Crew	2	2	2	2	2	2
Life Squad	2	2	2	2	2	2
Admin	0	0	0	0	0	0
Monday						
Engine Crew	3	3	3	3	3	3
Medic Crew	2	2	2	2	2	2
Life Squad	2	2	2	2	2	2
Admin	1	3	3	2	1	0
Tuesday						
Engine Crew	3	3	3	3	3	3
Medic Crew	2	2	2	2	2	2
Life Squad	2	2	2	2	2	2
Admin	1	3	3	2	1	0
Wednesday						
Engine Crew	3	3	3	3	3	3
Medic Crew	2	2	2	2	2	2
Life Squad	2	2	2	2	2	2
Admin	1	3	3	2	1	0
Thursday						
Engine Crew	3	3	3	3	3	3
Medic Crew	2	2	2	2	2	2
Life Squad	2	2	2	2	2	2
Admin	1	3	3	2	1	0
Friday						
Engine Crew	3	3	3	3	3	3
Medic Crew	2	2	2	2	2	2
Life Squad	2	2	2	2	2	2
Admin	1	3	3	2	1	0
Saturday						
Engine Crew	3	3	3	3	3	3
Medic Crew	2	2	2	2	2	2
Life Squad	2	2	2	2	2	2
Admin	0	0	0	0	0	0

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PROPOSED GO-OP SOLUTION YEARS 1-5 WATERVILLE

- Monday through Friday daytime remains the same
- Seven Days a week 24-hour coverage
 - **2 Full Time FF EMT's or Paramedics 24/48 A,B, C rotation**
 - *Addition of 4 full-time positions (The Current positions are included in this model to make 6)..*
 - *1 Position per shift will eventually be trained and assigned an officer role. In the event the full-time officer is off, the Chief, Deputy Chief, and current Volunteer officers would cover.*
 - 2 Part Time FF EMT's or Paramedics (24/192 A,B, C rotation or contingent. This ensures employees are under 35 hours per week)
- On Call FF / EMT or Volunteer FF / EMT
 - Volunteers are vital. We will need to focus on Recruitment and Retention.
 - **New Specialization for Volunteers**
 - **New On Call opportunity for 3rd fire position**
- **Estimated costs for year 1-5 at \$500,000.**

Staffing Requirements 7a to 8a 8a to 9a 9a to 12p 12p to 4p 4p to 5p 5p to 7a

Sunday

Engine Crew	3	4	4	4	4	4	4	4	4
Medic Crew	2	4	4	4	4	4	4	4	4
Admin		0	0	0	0	0	0	0	0

Monday

Engine Crew	3	4	4	4	4	4	4	4	4
Medic Crew	2	4	4	4	4	4	4	4	4
Admin		1	3	2	2	2	0	0	0

Tuesday

Engine Crew	3	4	4	4	4	4	4	4	4
Medic Crew	2	4	4	4	4	4	4	4	4
Admin		0	3	3	3	3	0	0	0

Wednesday

Engine Crew	3	4	4	4	4	4	4	4	4
Medic Crew	2	4	4	4	4	4	4	4	4
Admin		0	2	2	2	2	2	0	0

Thursday

Engine Crew	3	4	4	4	4	4	4	4	4
Medic Crew	2	4	4	4	4	4	4	4	4
Admin		0	3	3	3	3	3	0	0

Friday

Engine Crew	3	4	4	4	4	4	4	4	4
Medic Crew	2	4	4	4	4	4	4	4	4
Admin		0	2	2	3	2	2	0	0

Saturday

Engine Crew	3	4	4	4	4	4	4	4	4
Medic Crew	2	4	4	4	4	4	4	4	4
Admin		0	0	0	0	0	0	0	0

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PROPOSED GO-OP SOLUTION YEARS 6-10

WHITEHOUSE

- Whitehouse Staffing Model
 - Monday through Friday stays the same
 - Seven Days a week 24-hour coverage on a 24/48 A,B,C Rotation
 - 2 Full Time FF / Paramedic (for Life Squad 9 response only - total of 6)
 - 1 Full Time FF / Paramedic Officer for Station 85 (Total of 3)
 - 1 Full Time FF / EMT or Paramedic (Total of 3)
 - **1 New Full Time FF / Paramedic or EMT-Basic (One per A, B and C shift - total of 3)**
 - 1 Full Time FF / EMT Basic Swing Position.
 - 24/192 Part Time positions revert to contingent.
- On Call FF / EMT or Volunteer FF / EMT
 - Respond to incidents as available or backfill with on call.
- **Estimated new costs years 6-10 at \$375,000**
- ****Could be implemented as needed in years 6-10**

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		Staffing Requirements						
		7a to 8a	8a to 9a	9a to 12p	12p to 4p	4p to 5p	5p to 7a	
Sunday								
Engine Crew	3	3	3	3	3	3	3	
Medic Crew	2	2	2	2	2	2	2	
Life Squad	2	2	2	2	2	2	2	
Admin	0	0	0	0	0	0	0	
Monday								
Engine Crew	3	3	3	3	3	3	3	
Medic Crew	2	2	2	2	2	2	2	
Life Squad	2	2	2	2	2	2	2	
Admin	1	3	3	2	1	0	0	
Tuesday								
Engine Crew	3	3	3	3	3	3	3	
Medic Crew	2	2	2	2	2	2	2	
Life Squad	2	2	2	2	2	2	2	
Admin	1	3	3	2	1	0	0	
Wednesday								
Engine Crew	3	3	3	3	3	3	3	
Medic Crew	2	2	2	2	2	2	2	
Life Squad	2	2	2	2	2	2	2	
Admin	1	3	3	2	1	0	0	
Thursday								
Engine Crew	3	3	3	3	3	3	3	
Medic Crew	2	2	2	2	2	2	2	
Life Squad	2	2	2	2	2	2	2	
Admin	1	3	3	2	1	0	0	
Friday								
Engine Crew	3	3	3	3	3	3	3	
Medic Crew	2	2	2	2	2	2	2	
Life Squad	2	2	2	2	2	2	2	
Admin	1	3	3	2	1	0	0	
Saturday								
Engine Crew	3	3	3	3	3	3	3	
Medic Crew	2	2	2	2	2	2	2	
Life Squad	2	2	2	2	2	2	2	
Admin	0	0	0	0	0	0	0	

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PROPOSED GO-OP SOLUTION YEARS 6-10 WATERVILLE

-Monday Through Friday

- 1 Fire Chief
- 1 Deputy Chief
- 1 Part Time Executive Secretary

- Seven Days a week 24-hour coverage

- 3 Full Time FF/EMT's or Paramedics 24/48 A,B,C rotation
 - Addition of 3 full time positions.
- 1 Part Time FF/EMT's or Paramedics 24/192 or (contingent)

- On Call FF / EMT or Volunteer FF / EMT
- Respond to incidents as available

- Estimated new costs for year 6-10 at \$330,000.
- **Could be implemented as needed in years 6-10

		Staffing Requirements						
		7a to 8a	8a to 9a	9a to 12p	12p to 4p	4p to 5p	5p to 7a	
<u>Sunday</u>								
Engine Crew	3	4	4	4	4	4	4	4
Medic Crew	2	4	4	4	4	4	4	4
Admin		0	0	0	0	0	0	0
<u>Monday</u>								
Engine Crew	3	4	4	4	4	4	4	4
Medic Crew	2	4	4	4	4	4	4	4
<u>Tuesday</u>								
Engine Crew	3	1	3	2	2	2	0	0
Medic Crew	2	4	4	4	4	4	4	4
Admin		0	3	3	3	3	0	0
<u>Wednesday</u>								
Engine Crew	3	4	4	4	4	4	4	4
Medic Crew	2	4	4	4	4	4	4	4
Admin		0	2	2	2	2	2	0
<u>Thursday</u>								
Engine Crew	3	4	4	4	4	4	4	4
Medic Crew	2	4	4	4	4	4	4	4
Admin		0	3	3	3	3	3	0
<u>Friday</u>								
Engine Crew	3	4	4	4	4	4	4	4
Medic Crew	2	4	4	4	4	4	4	4
Admin		0	2	2	3	2	0	0
<u>Saturday</u>								
Engine Crew	3	4	4	4	4	4	4	4
Medic Crew	2	4	4	4	4	4	4	4
Admin		0	0	0	0	0	0	0

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WATERVILLE TOWNSHIP CURRENT LEVIES

- **Current Levies**
 - 1986 1.5mil continuous levy
 - 2000 1.5mil continuous levy
 - Both bring in approximately \$112,000 and cost the average homeowner about \$50.00 per \$100,000
 - Verified Lucas County Auditors Officer, Josh Rosso - 2019

CO-OP FUNDING MODEL

- Our proposal is for each community to place a 3.25 mil Levy on the Ballot for Fire / EMS staffing and Capital Purchases. This levy provides a sustainable funding model for each department for the next 5 through 10 years.
- Recommendation of a 10-year contract for Waterville Township with the funds to be equally divided among the municipalities.
- Figures verified by the Lucas County Auditors Officer
- The levy would bring in the following amounts below:
 - Waterville Township = \$620,750 that costs about \$114 per \$100,000 per year
 - Waterville City = \$476,125 that costs about \$114 per \$100,000 per year
 - Whitehouse = \$416,000 that costs about \$114 per \$100,000 per year
 - Waterville City = \$786,500 allocated for staffing and Capital per year
 - Whitehouse = \$726,375 allocated for staffing and Capital per year
- Verified Lucas County Auditors Officer, Josh Rosso - 2019

In this Model both Waterville and Whitehouse still contribute General Fund monies for current Models.

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GO-OP FUNDING MODEL CONTINUED

- Whitehouse years 1-5
 - Staffing usage \$490,000
 - Capital Account \$236,375 (\$1,181,875 5-year accumulation)
- Whitehouse years 6-10
 - Staffing usage \$375,000 (Both Plans = \$865,000 – \$726,375 = **-\$138,625**)
 - The negative amount is made up in the transition of the budgeted part-time rotation program
- Waterville years 1-5
 - Staffing usage \$500,000
 - Capital account \$ 286,500 (\$1,432,500 5-year accumulation)
- Waterville years 6-10
 - Staffing usage \$330,000 (Both Plans = \$880,000 – \$786,500 = **-\$93,500**)
 - The negative amount is made up in the transition of the budgeted part time rotation program

CAPITAL PURCHASES YEARS 1-5 WHITEHOUSE

- 1-5 Year Needs
 - Ambulance \$300,000
 - Engine \$700,000
 - SCBA and Bottles \$181,875
 - Total \$1,181,875
- 6-10 Year
 - Replacement funding needed as Capital Money is reverted to staffing for years 6-10

CAPITAL PURCHASES YEARS 1-5 WATERVILLE

- 1-5 Year Needs
 - Station Quarters Upgrades \$25,000
 - Medic Unit \$300,000
 - SCBA Cascade System \$55,000
 - Deputy Chief Vehicle \$40,000
 - SCBA Packs and Bottles \$125,000
 - Radios \$237,500
 - Engine \$650,000
- Total \$1,432,500
- 6-10 Year
 - Replacement funding needed as Capital Money is reverted to staffing for years 6-10

Updated 2/25/2020 This is a working document

CO-OP MUTUAL BENEFITS

- This model represents an economy of scale, growth in all communities represents an equalization amongst residents.
- Autonomy is kept with each department however the funding model represents a true co-op partnership.
- Half the millage of the proposed district at 3.25 Mils verses 6.5 Mils. This also employs full-time staff verses up to 60 part-time staff needed. (ie: Reduction in turnout gear, uniforms, physicals, etc.)
- While we understand that contracts are not a reflection of ownership for Waterville Township, this funding model allows future opportunity if they decide to change providers or start their own department.

CO-OP OPERATIONAL GOALS

- Provide enough in station personnel for guaranteed initial response.
- Align standard operating procedures both fire and EMS.
- Mutual hiring practices to allow employees opportunities to work at both departments.
- Standardize equipment and apparatus purchases to prevent duplication and assist in familiarization for employees regardless of location of work.
- Enhance training opportunities through partnership allowing flexible schedules and opportunities.
- Expand incident deployment strategies utilizing both stations and staff
- Work together on regional grants to potentially lower the tax burden on the citizens
- Provide reports and continues meetings analyzing the effectiveness of the Co-Op

WHITEHOUSE STATS



Whitehouse Fire Department 2015 to 2019 Statistics

	2015	2016	2017	2018	2019
Total Incidents	793	706	735	887	927
# Incidents in the Village	463	405	462	530	530
# Incidents in Waterville Twp	77	83	79	108	110
# Incidents in Swanton Twp	196	161	140	157	168
Total Staff	43	43	51	56	55
Vol Staff	20	21	24	21	18
Vol EMT	13	16	17	14	11
Vol Medic	5	3	5	5	5
Volunteers That Retired	0	1	1	1	1
Volunteers that Were Hired	1	3	4	2	2
Volunteers That Moved and/or Quit	0	1	0	0	3
Training Hours	1,241.15	2,600.00	1,825.30	1,543.10	1,853.50
Part Time	9	11	15	25	25
Part Time EMT	3	3	6	10	13
Part Time Medic	6	8	9	15	12
Part Time That Quit	2	0	0	2	2
Part Time That Was Hired	2	0	2	6	4
Part Time Moved to Full Time	0	0	2	0	1
Full Time	11	11	11	11	12
Full Time EMT	0	0	0	0	1
Full Time Medic	11	11	11	11	11
Full Time That Quit	0	0	1	0	0
Full Time That Was Hired	0	0	0	0	1

Notes: These statistics do not reflect incidents in other jurisdictions other than listed above.

WATERVILLE STATS

Waterville Fire Department 2015 to 2019 Statistics

	2015	2016	2017	2018	2019
Total Incidents	631	596	700	713	733
# Incidents in the Village/City	528	534	621	667	663
# Incidents in Waterville Twp	77	53	80	99	62
Total Staff	34	39	33	29	32
Vol Staff	21	22	16	11	12
Vol EMT	17	18	13	11	10
Vol Medic	4	4	3	0	2
Volunteers That Retired	N/A	N/A	N/A	N/A	N/A
Volunteers that Were Hired	N/A	N/A	N/A	N/A	N/A
Volunteers That Moved and/or Quit	N/A	N/A	N/A	N/A	N/A
Training Hours	1,877.76	1,357.03	1,086.26	1,105.91	1,870.19
Part Time	13	17	17	18	20
Part Time EMT	4	7	8	13	15
Part Time Medic	9	10	9	5	5
Part Time That Quit	N/A	N/A	N/A	N/A	N/A
Part Time That Was Hired	N/A	N/A	N/A	N/A	N/A
Part Time Moved to Full Time	N/A	N/A	N/A	N/A	N/A
Full Time	2	2	2	2	1
Full Time EMT	0	0	0	0	0
Full Time Medic	0	0	0	0	0
Full Time That Quit	N/A	N/A	N/A	N/A	N/A
Full Time That Was Hired	N/A	N/A	N/A	N/A	N/A

Notes: These statistics do not reflect incidents in other jurisdictions other than listed above.

EASY BREAKDOWN

Whitehouse Years 1-5

- 4 Full Time Staff Added
- \$1,181,875 in Capital Purchases. This is a direct reduction of General Fund future expenditures.

Whitehouse Years 6-10

- 3 Full Time Staff Added
- Capital Purchases revert to General Fund

Waterville Years 1-5

- 5 Full Time Staff Added (May reduce with 2020 proposed positions)
- \$1,182,500 in Capital Purchases.

Waterville Years 6-10

- 3 Full Time Staff Added
- Capital Purchases revert to General Fund

PRESENTATION END



Whitehouse Fire Department

10550 Waterville Street P.O. Box 2817
Whitehouse, Ohio 43571
419 877-0363
Fax 419 877-4827

Joshua Hartbarger, Chief

Jason Francis, Deputy Chief
William May, Assistant Chief

March 4, 2020

RE: 911 Consolidation Agreement

Mayor and Council,

Over the past year, we have discussed the proposed 911 consolidation. Attached you will find the updated Lucas County proposal. One change to note was the inclusion of financial oversight by the administrative technical advisory committee. Also attached you will find a copy of a proposed alternative by Trustee Glenn from Springfield Township. This alternative proposal lacks the benefits that are found in Lucas County's proposal and puts a board of 23 elected officials/ administrators as the board of directors.

As you have heard, both Chief McDonough and I support the Lucas County proposal and it is our recommendation that the Village of Whitehouse proceed with this as drafted.

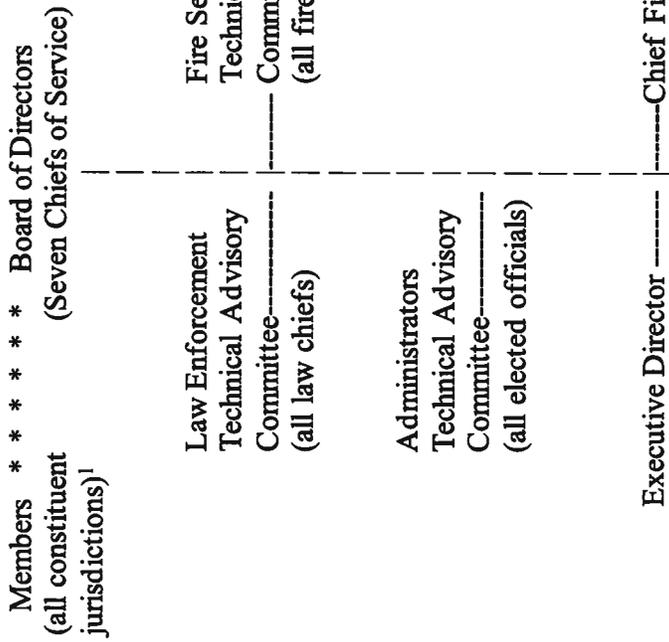
Should you have any questions, please let us know.

Joshua Hartbarger
Fire Chief

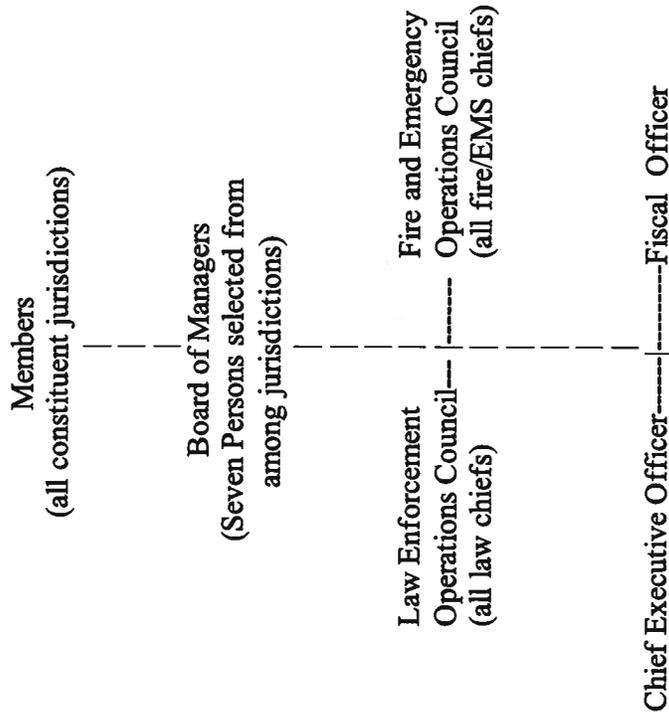
Mark McDonough
Police Chief

REGIONAL 911 DISPATCH

Lucas County Proposed Structure



Alternate Proposed Structure



¹ Each Member is represented only by the member jurisdiction's representative on the Board of Directors.

Recommended Version

AGREEMENT

ESTABLISHING THE LUCAS COUNTY 911 REGIONAL COUNCIL OF GOVERNMENTS

WHEREAS, Ohio Revised Code Section 167.01 provides, in general, that the governing bodies of any two or more political subdivisions may enter into an agreement establishing a regional council of governments for the purposes of performing functions and duties that its Members can perform individually and addressing problems of mutual concern; and

WHEREAS, Ohio Revised Code Sections 167.03(A)(5) and 128.03(D)(1) provide that a regional council of governments shall have the power to operate a public safety answering point; and

WHEREAS, the Lucas County 911 Planning Committee amended Lucas County's Final Plan through an Addendum passed on December 10, 2019 merging and consolidating 911 operations under a regional council of governments; and

WHEREAS, the Board of Lucas County Commissioners and all other political subdivisions located within Lucas County wish to form a regional council of governments for the purpose of operating a public safety answering point in accordance with Chapter 128 of the Revised Code;

NOW, THEREFORE, it is agreed by and among the Members identified herein, on behalf of which this Agreement has been executed in accordance with the authorizing resolutions or ordinances adopted by their respective governing bodies, as follows:

Section 1. Purposes. The Lucas County 911 Regional Council of Government is created, in accordance with Section 167.03(A)(5) of the Ohio Revised Code, to organize and operate a Public Safety Answering Point in accordance with Chapter 128 of the Ohio Revised Code.

Section 2. Definitions. As used in this Agreement and in the By-laws adopted pursuant to Section 5 hereof, the following words shall have the following meanings:

“Agreement” means this agreement, as the same may be amended, modified or supplemented in accordance with Section 12 hereof.

“By-laws” means the regulations adopted by the Council pursuant to Revised Code. § 167.04, as those regulations may be amended, modified or supplemented in accordance with this Agreement.

“Regional Council” or “Council” means the regional council of governments established pursuant to this Agreement that shall be known as the Lucas County 911 Regional Council.

“Council Costs” means operating costs and any other costs incurred in connection with the activities and operations of the Regional Council.

“Council Funds” means the funds that shall be established and maintained by the Treasurer and/or Fiscal Agent as separate funds in accordance with the By-laws, into which shall be deposited all assessment, membership dues, grants, or other revenue generated from any and all sources.

“Board of Directors” means the governing board of the Council consisting of the following: (A) County Sheriff, (B) the police chief of the most populous municipality in the County, (C) the fire chief from the most populous municipality in the County, (D) the police chief from the second most populous jurisdiction in the County, (E) a Lucas County municipal police chief selected by a majority of the suburban municipal police chiefs, (F) a municipal fire chief selected by a majority of the suburban municipal fire chiefs, and (G) a township fire chief selected by the Lucas County Township Association. The Board of Directors shall have primary responsibility for the conduct of the Council’s business in accordance with Ohio Revised Code Section 167.04(A) and as specified in the By-laws.

“Technical Advisory Committees” shall include the following: (A) Law Enforcement Technical Advisory Committee, (B) Fire and Emergency Medical Service Technical Advisory Committee, and (C) the Administrators Technical Advisory Committee and shall have the duties specified in this Agreement and the By-laws.

“Fiscal Agent” means the entity as may be designated by the Governing Board pursuant to the By-laws.

“Chief Financial Officer” means the fiscal officer appointed by the Board of Directors pursuant to the By-laws, in the event that the Board of Directors should at any point in time determine to operate the Council’s financial services through direct action, without the services of a Fiscal Agent, pursuant to Chapter 167 of the Ohio Revised Code. If a Chief Financial Officer is so appointed, all references in this Agreement pertaining to the Fiscal Agent shall be deemed to relate to the Chief Financial Officer, who shall have all of the rights, powers, and responsibilities ascribed to the Fiscal Agent by such documents, unless clearly inappropriate.

“Fiscal Year” means the twelve-month period established by the Board of Directors.

“Member” means the Board of Lucas County Commissioners and any of the political subdivisions of Lucas County that has caused this Agreement to be executed in its name in accordance with Section 8 hereof and has not withdrawn from the Council pursuant to By-laws Section 9 of this Agreement.

“9-1-1 Planning Committee” means the same as in R.C. 128.06.

Section 3. Name. The name of this regional council of governments shall be the “Lucas County 911 Regional Council of Government.” The Board of Directors shall have the authority to change the council name.

Section 4. Representation of Members. Each Member of the Council shall be represented by the member jurisdiction's representative on the Board of Directors as specified in Section 2 of this Agreement.

Section 5. Adoption of By-laws. Within ninety days following execution of this Agreement by at least two members, the Board of Directors shall meet for the purpose of adopting By-laws. The affirmative vote of a majority of the Board of Directors shall be required for the adoption of the By-laws.

Section 6. Technical Advisory Committees. The Regional Council shall maintain three Technical Advisory Committees: (A) Law Enforcement Technical Advisory Committee, (B) Fire and Emergency Medical Services Technical Advisory Committee, and (C) Administrators Technical Advisory Committee.

The Law Enforcement Technical Advisory Committee shall be tasked with reviewing, presenting and establishing recommendations to the Board of Directors regarding law enforcement policies and procedures that impact the Lucas County 911 Regional Council of Governments. Every chief of a law enforcement agency in Lucas County shall have a seat on the Law Enforcement Technical Advisory Committee.

The Fire and Emergency Medical Services Technical Advisory Committee shall be tasked with reviewing, presenting and establishing recommendations to the Board of Directors regarding fire and emergency medical policies and procedures that impact the Lucas County 911 Regional Council of Governments. Every fire chief in Lucas County as well as the administrator of Lucas County EMS shall have a seat on the Fire and Emergency Medical Service Technical Advisory Committee.

The Administrators Technical Advisory Committee shall be responsible for reviewing administrative and budgetary matters as well as recommending the annual budget and all collective bargaining agreements of the Lucas County 911 Regional Council of Governments. All budgets and collective bargaining agreements must be approved and recommended by a majority of the Administrators Technical Advisory Committee before formal consideration and approval by the Board of Directors. The annual budget for the Lucas County 911 Regional Council of Governments shall be presented to the Administrators Technical Advisory Committee no less than 90 days prior to the start of each fiscal year. The Administrators Technical Advisory Committee shall be comprised of the chief elected official or their designee of each political subdivision of Lucas County.

Section 7. Assessment of Fees and Costs. Annually the Board of Directors will determine the costs of the Regional Council for the next fiscal year based upon the annual budget recommended and approved by a majority of the Administrators Technical Advisory Committee. These costs shall be assessed to the county, municipalities, and townships in Lucas County based on the method and formula determined by the 9-1-1 Planning Committee, regardless of membership status of the county, municipality, village or township.

Failure to pay the assessment pursuant to this Agreement may result in the assessment of interest charges and legal action as provided in Ohio law and the By-laws.

Section 8. Membership. Membership in the Regional Council is open to Lucas County and all municipalities, villages and townships in Lucas County. The Board of Directors may expand membership to include political subdivisions outside of Lucas County.

Section 9. New Member Admissions. Upon request and approval of a majority of the Board of Directors, a non-member county, municipality, village or township may be admitted as a member of the Regional Council.

Section 10. Withdrawal of a Member. Any Member wishing to withdraw from the Regional Council may do so with 60 days written notice. Withdrawal as a member shall not relieve Lucas County member jurisdictions of continuing to pay the assessment authorized by Section 7.

Section 11. Title to Property and Assets. Title to all property and assets of the Council, regardless of whether such property and/or assets are real or personal, tangible or intangible, and regardless of whether such property and/or assets originated from contributions by Members, external sources, or were developed by the activities of the Council, shall be vested solely in the Council and not in its respective Members.

Upon the withdrawal of any Member pursuant to Section 10 herein or otherwise, the withdrawing Member shall have no right or claim upon any such property or assets of the Council, except as may be due and owing to such Member under a specific contractual arrangement, or as a result of overpayment of dues by such Member.

Upon termination of this Agreement and dissolution of the Council, all property and assets remaining in the hands of the Council shall be distributed in accordance with the provisions of Section 14 herein.

Section 12. Amendments. All proposed amendments to this Agreement must be approved by a super majority (seventy percent) of the Board of Directors.

Section 13. Term of Agreement. It is the express intention of the Members that this Agreement shall continue for an indefinite term, but may be terminated as herein provided.

Section 14. Termination of Agreement; Dissolution. This Agreement may be terminated only with the approval of a super majority (seventy percent) of the Board of Directors or through an amendment to Lucas County's Final Plan pursuant to Ohio Revised Code Section 128.12. Upon termination, the Board of Directors will determine the disposition of the Council's property and assets.

Section 15. Effectiveness and Counterparts of the Agreement. This Agreement shall not be effective with respect to any Member until signed by the representative of that Member, as authorized by a duly adopted resolution or ordinance of the governing body of that Member. This Agreement shall be effective with respect to the establishment and operation of the Council upon its execution by the Board of Lucas County Commissioners and at least one municipal or one township member. The Agreement may be signed in separate counterparts on behalf of any one or more than one of the Members, without the necessity for any one counterpart to be signed on behalf of all Members. All separately signed counterparts shall be filed with the Council Fiscal Agent and shall constitute one Agreement.

Section 16. No Third-Party Beneficiaries. The parties hereby expressly declare that, unless specifically so provided herein, it is not their intention, through any provision of this Agreement, to create the rights of a third-party beneficiary in any other person or entity, either private or governmental.

[EXECUTION ON PAGES TO FOLLOW]

IN WITNESS WHEREOF, the parties hereunto set their hands by their duly authorized officials.

BOARD OF COUNTY COMMISSIONERS

Tina Skeldon Wozniak, Commissioner

Pete Gerken, Commissioner

Gary L. Byers, Commissioner

APPROVED AS TO FORM:

John Borell, Assistant Prosecutor
Lucas County Prosecutor's Office

IN WITNESS WHEREOF, the parties hereunto set their hands by their duly authorized officials.

CITY OF [INSERT CITY NAME]

[Insert Chief Executive's Name], Mayor

APPROVED AS TO FORM:

[Insert Law Director's Name], Law Director

IN WITNESS WHEREOF, the parties hereunto set their hands by their duly authorized officials.

VILLAGE OF [INSERT VILLAGE NAME]

[Insert Chief Executive's Name], Mayor

APPROVED AS TO FORM:

[Insert Law Director's Name], Law Director

IN WITNESS WHEREOF, the parties hereunto set their hands by their duly authorized officials.

BOARD OF [INSRT TOWNSHIP NAME] TOWNSHIP TRUSTEES

[Insert Trustee Name], Trustee

[Insert Trustee Name], Trustee

[Insert Trustee Name], Trustee

APPROVED AS TO FORM:

[Insert Legal Counsel Name], [Insert Title]

AGREEMENT

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ESTABLISHING THE LUCAS COUNTY 911 REGIONAL COUNCIL OF GOVERNMENTS

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WHEREAS, Ohio Revised Code Section 167.01 provides, in general, that the governing bodies of any two or more political subdivisions may enter into an agreement establishing a regional council of governments for the purposes of performing functions and duties that its Members can perform individually and addressing problems of mutual concern; and

WHEREAS, Ohio Revised Code Sections 167.03(A)(5) and 128.03(D)(1) provide that a regional council of governments shall have the power to operate a public safety answering point; and

WHEREAS, the Lucas County 911 Planning Committee amended Lucas County's Final Plan through an Addendum passed on December 10, 2019 merging and consolidating 911 operations under a regional council of governments (the "Amended Final Plan"); and

WHEREAS, the ~~Board of Lucas County Commissioners and all other~~ political subdivisions located within Lucas County signatory hereto wish to form a regional council of governments for the purpose of operating a public safety answering point in accordance with Chapter 128 of the Revised Code;

NOW, THEREFORE, it is agreed by and among the Members identified herein, on behalf of which this Agreement has been executed in accordance with the authorizing resolutions or ordinances adopted by their respective governing bodies, as follows:

Section 1. Purposes. The Lucas County 911 Regional Council of Government is created, in accordance with Section 167.03(A)(5) of the Ohio Revised Code, to organize and operate a Public Safety Answering Point in accordance with Chapter 128 of the Ohio Revised Code.

Section 2. Definitions. As used in this Agreement and in the By-laws ~~adopted pursuant to Section 5 hereof~~, the following words shall have the following meanings:

"Agreement" means this agreement, as the same may be amended, modified or supplemented in accordance with Section 11 hereof.

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"By-laws" means the regulations adopted simultaneous with the execution of this Agreement by a majority of the Council Members pursuant to Revised Code: § 167.04, as those regulations may be amended, modified or supplemented ~~in accordance with this Agreement~~.

"Regional Council" or "Council" means the regional council of governments established pursuant to this Agreement that shall be known as the Lucas County 911 Regional Council of Governments.

“Council Costs” means operating costs and any other costs incurred in connection with the activities and operations of the Regional Council.

“Council Funds” means the funds that shall be established and maintained by the Treasurer and/or Fiscal Agent as separate funds in accordance with the By-laws, into which shall be deposited all assessment, membership dues, grants, or other revenue generated from any and all sources.

“Board of ~~Directors~~Managers” means the governing board of the Council ~~consisting of the following: (A) County Sheriff, (B) the police chief of the most populous municipality in the County, (C) the fire chief from the most populous municipality in the County, (D) the police chief from the second most populous jurisdiction in the County, (E) a Lucas County municipal police chief selected by a majority of the suburban municipal police chiefs, (F) a municipal fire chief selected by a majority of the suburban municipal fire chiefs, and (G) a township fire chief selected by the Lucas County Township Association as more fully described in the Bylaws.~~ The Board of ~~Directors~~Managers shall have primary responsibility for the conduct of the Council’s business in accordance with Ohio Revised Code Section 167.04(A) and as specified in the By-laws.

~~“Technical Advisory Committees” shall include the following: (A) Law Enforcement Technical Advisory Committee, (B) Fire and Emergency Medical Service Technical Advisory Committee, and (C) the Administrators Technical Advisory Committee and shall have the duties specified in this Agreement and the By laws.~~

“Fiscal Agent” means the entity as may be designated by the ~~Governing~~ Board of Managers pursuant to the By-laws.

“Chief Financial Officer” means the fiscal officer appointed by the Board of ~~Trustees~~Managers pursuant to the By-laws, in the event that the Board of ~~Directors~~Managers should at any point in time determine to operate the Council’s financial services through direct action, without the services of a Fiscal Agent, pursuant to Chapter 167 of the Ohio Revised Code. If a Chief Financial Officer is so appointed, all references in this Agreement pertaining to the Fiscal Agent shall be deemed to relate to the Chief Financial Officer, who shall have all of the rights, powers, and responsibilities ascribed to the Fiscal Agent by such documents, unless clearly inappropriate.

“Fiscal Year” means the twelve-month period established by the Board of ~~Directors~~Managers.

“Member” means ~~the Board of Lucas County Commissioners and any of the political subdivisions of Lucas County that has caused this Agreement to be executed in its name in accordance with Section 8 hereof and has not withdrawn from the Council pursuant to By laws Section 9 of this Agreement and any other political subdivision subsequently admitted to membership as provided in this Agreement.~~

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“9-1-1 Planning Committee” means the same as in R.C. 128.06.

Section 3. Name. The name of this regional council of governments shall be the "Lucas County 911 Regional Council of Governments." The Board of ~~Directors~~Managers shall have the authority to change the council name.

Section 4. Representation of Members. Each Member of the Council shall be represented by ~~the member jurisdiction's representative on the Board of Directors as specified in Section 2 of this Agreement~~ its elected chief executive or, if any Member does not have an elected chief executive, then such Member shall be represented by a member of its governing body chosen by such governing body to be its representative.

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Section 5. Adoption of By-laws. ~~Within ninety days following execution of this Agreement by at least two members, the Board of Directors shall meet for the purpose of adopting By-laws. The affirmative vote of a majority of the Board of Directors shall be required for the adoption of the By-laws.~~

Section 6. Technical Advisory Committees. ~~The Regional Council shall maintain three Technical Advisory Committees: (A) Law Enforcement Technical Advisory Committee, (B) Fire and Emergency Medical Services Technical Advisory Committee, and (C) Administrators Technical Advisory Committee.~~

~~The Law Enforcement Technical Advisory Committee shall be tasked with reviewing, presenting and establishing recommendations to the Board of Directors regarding law enforcement policies and procedures that impact the Lucas County 911 Regional Council of Governments. Every chief of a law enforcement agency in Lucas County shall have a seat on the Law Enforcement Technical Advisory Committee.~~

~~The Fire and Emergency Medical Services Technical Advisory Committee shall be tasked with reviewing, presenting and establishing recommendations to the Board of Directors regarding fire and emergency medical policies and procedures that impact the Lucas County 911 Regional Council of Governments. Every fire chief in Lucas County as well as the administrator of Lucas County EMS shall have a seat on the Fire and Emergency Medical Service Technical Advisory Committee.~~

~~The Administrators Technical Advisory Committee shall be responsible for reviewing administrative and budgetary matters as well as recommending the annual budget and all collective bargaining agreements of the Lucas County 911 Regional Council of Governments. All budgets and collective bargaining agreements must be approved and recommended by a majority of the Administrators Technical Advisory Committee before formal consideration and approval by the Board of Directors. The annual budget for the Lucas County 911 Regional Council of Governments shall be presented to the Administrators Technical Advisory Committee no less than 90 days prior to the start of each fiscal year. The Administrators Technical Advisory Committee shall be comprised of the chief elected official or their designee of each political subdivision of Lucas County.~~

Meetings of Members. The Members shall meet at least annually to consider any reports and transact any other business that is to be brought or that is brought before such meeting.

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Special meetings of the Members may be called by the Board of Managers or by a majority of the Members. Each call shall specify the subject of the special meeting. No business shall be considered at any special meeting other than the subject(s) specified in the call for such meeting.

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Written notice of each annual and special meeting of Members shall be given by the Fiscal Officer to each Member. Such notice shall be given either (a) by personal delivery to the Member's representative to his/her residence or place of business at least ten (10) days prior to the meeting, or (b) by mailing or electronically transmitting the notice to the Member's representative's address, as that address appears in the records of the Council at least fifteen (15) days prior to the meeting. Each notice of a meeting shall specify the date, time, and place of the meeting.

All Meetings of the Members shall be open to the public except as otherwise permitted by applicable statutes relating to open meetings of public officials. The Fiscal Officer shall post at the Council principal place of business a notice of the time and place of the annual meeting of the Members at least two (2) days before such meeting. The Fiscal Officer shall post at the Council principal place of business a notice of the time(s), place(s) and purposes(s) of any special meeting of the Members at least twenty-four (24) hours before such meetings. The Fiscal Officer shall give at least twenty-four (24) hours advance written or oral notice of the time(s), place(s) and purposes(s) of any special meeting of the Members to the news media that have requested advance notice, provided that the news media has provided the name, address and telephone number of at least two (2) persons to whom written or oral notice may be delivered either during or outside of regular business hours. In the event of an emergency requiring immediate official action, a special meeting may be held without giving twenty-four (24) hours advance notice to news media that have requested advance notification of special meetings provided that any one or more of the persons calling such special emergency meeting, or the Fiscal Officer on their behalf, immediately shall give written or oral notification of the time, place and purpose of such special emergency meeting to the media that have requested advance notice.

Each Member shall have one (1) vote. If a majority of all Members are represented in person, the affirmative vote of a majority of the Members shall be the act of the Members unless otherwise specified in this Agreement.

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Section 76. Assessment of Fees and Costs. Annually the Board of DirectorsManagers will determine the costs of the Regional Council for the next fiscal year based upon the annual budget recommended and approved by a majority of the Administrators Technical Advisory Committee. These costs shall be assessed to the county, municipalities, and townships in Lucas County based on the method and formula determined by the 9-1-1 Planning Committee set forth in the Amended Final Plan or other process to adjust/modify the funding allocation formula approved by the Members as provided in the Amended Final Plan, regardless of membership status of the county, municipality, village or township.

Failure to pay the assessment pursuant to this Agreement may result in the assessment of interest charges and legal action as provided in Ohio law and the By-laws.

Section 87. Membership. Membership in the Regional Council is open to Lucas County and all municipalities, villages and townships in Lucas County. The ~~Board of Directors~~Members may expand membership to include political subdivisions outside of Lucas County.

Section 98. New Member Admissions. Upon request and approval of ~~a majority of the Board of Directors~~ at least 60% of the Members, a non-member county, municipality, village or township may be admitted as a member of the Regional Council.

Section 109. Withdrawal of a Member. Any Member wishing to withdraw from the Regional Council may do so with 60 days written notice. Withdrawal as a member shall not relieve Lucas County member jurisdictions of continuing to pay the assessment authorized by Section 6.

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Section 110. Title to Property and Assets. Title to all property and assets of the Council, regardless of whether such property and/or assets are real or personal, tangible or intangible, and regardless of whether such property and/or assets originated from contributions by Members, external sources, or were developed by the activities of the Council, shall be vested solely in the Council and not in its respective Members.

Upon the withdrawal of any Member pursuant to Section 9 herein or otherwise, the withdrawing Member shall have no right or claim upon any such property or assets of the Council, except as may be due and owing to such Member under a specific contractual arrangement, or as a result of overpayment of dues by such Member.

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Upon termination of this Agreement and dissolution of the Council, all property and assets remaining in the hands of the Council shall be distributed in accordance with the provisions of Section 13 herein.

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Section 121. Amendments. All proposed amendments to this Agreement must be approved by a super majority (seventy percent) of the ~~Board of Directors~~Members.

Section 1312. Term of Agreement. It is the express intention of the Members that this Agreement shall continue for an indefinite term, but may be terminated as herein provided.

Section 1413. Termination of Agreement; Dissolution. This Agreement may be terminated only with the approval of a super majority (seventy percent) of the ~~Board of Directors~~ or through an amendment to Lucas County's Final Plan pursuant to Ohio Revised Code Section 128.12. ~~Members~~ Upon termination, the Board of ~~Directors~~Managers will determine the disposition of the Council's property and assets.

Section 1514. Effectiveness and Counterparts of the Agreement. This Agreement shall not be effective with respect to any Member until signed by the representative of that Member, as authorized by a duly adopted resolution or ordinance of the governing body of that Member. This Agreement shall be effective with respect to the establishment and operation of the Council upon its execution by the Board of Lucas County Commissioners and at least ~~one~~three municipal and ~~one~~three township members. The Agreement may be signed in separate counterparts on behalf of any one or more than one of the Members, without the necessity for any one counterpart to be

signed on behalf of all Members. All separately signed counterparts shall be filed with the Council Fiscal Agent and shall constitute one Agreement.

Section 1615. No Third-Party Beneficiaries. The parties hereby expressly declare that, unless specifically so provided herein, it is not their intention, through any provision of this Agreement, to create the rights of a third-party beneficiary in any other person or entity, either private or governmental.

[EXECUTION ON PAGES TO FOLLOW]

IN WITNESS WHEREOF, the parties hereunto set their hands by their duly authorized officials.

BOARD OF COUNTY COMMISSIONERS

Tina Skeldon Wozniak, Commissioner

Pete Gerken, Commissioner

Gary L. Byers, Commissioner

APPROVED AS TO FORM:

John Borell, Assistant Prosecutor

Lucas County Prosecutor's Office

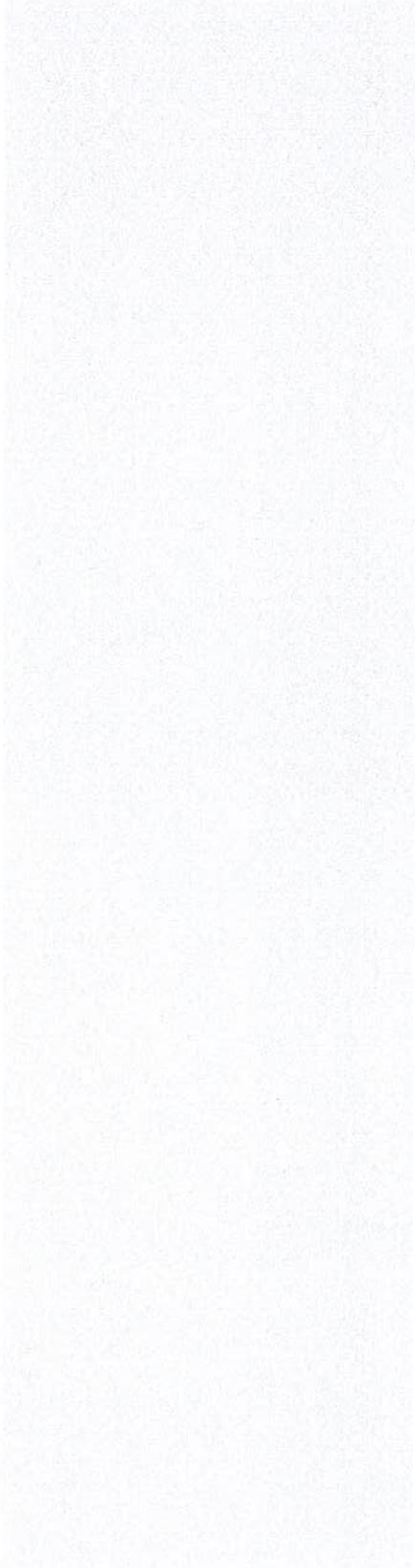
IN WITNESS WHEREOF, the parties hereunto set their hands by their duly authorized officials.

CITY OF [INSERT CITY NAME]

[Insert Chief Executive's Name], Mayor

APPROVED AS TO FORM:

[Insert Law Director's Name], Law Director



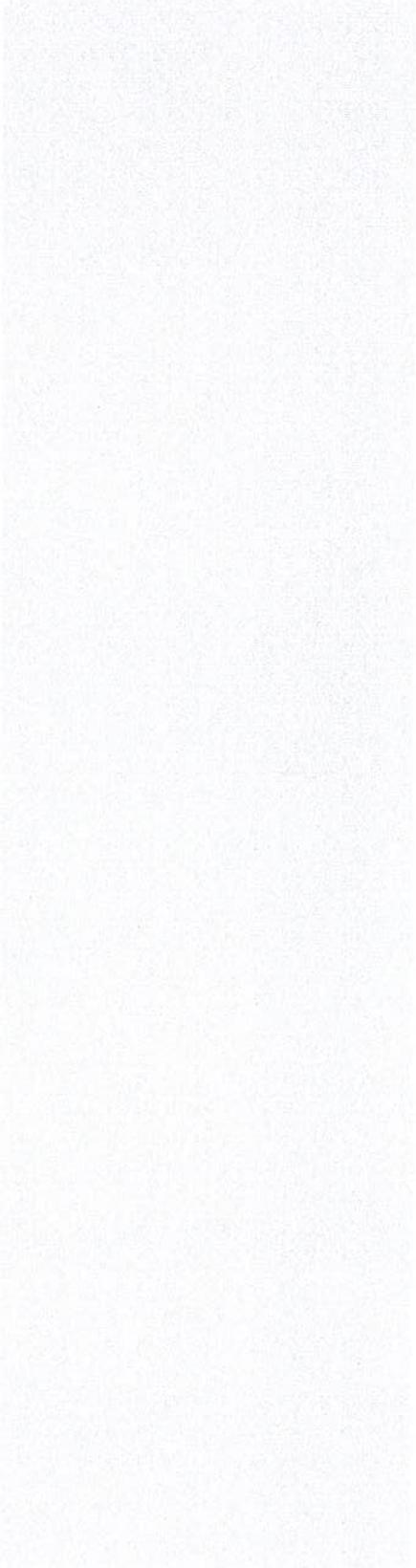
IN WITNESS WHEREOF, the parties hereunto set their hands by their duly authorized officials.

VILLAGE OF [INSERT VILLAGE NAME]

[Insert Chief Executive's Name], Mayor

APPROVED AS TO FORM:

[Insert Law Director's Name], Law Director



IN WITNESS WHEREOF, the parties hereunto set their hands by their duly authorized officials.

BOARD OF [INSRT TOWNSHIP NAME] TOWNSHIP TRUSTEES

[Insert Trustee Name], Trustee

[Insert Trustee Name], Trustee

[Insert Trustee Name], Trustee

APPROVED AS TO FORM:

[Insert Legal Counsel Name], [Insert Title]

