



AGENDA – CITY COUNCIL MEETING

March 17, 2025

6:15 PM COUNCIL MEETING

1. CALL TO ORDER

2. ROLL CALL

Noonan___ Puffenberger___ Barrow___ Fiscus___ Harris___ Kurt___ Leinbach___

3. PLEDGE OF ALLEGIANCE

4. COMMITTEE OF THE WHOLE

5. CITIZEN COMMENTS- 3-minute limit per person, 2-minute limit if more than 2 people have addressed the same subject, 15 minute maximum per subject.

6. ADOPTION OF AGENDA

7. APPROVAL OF MEETING MINUTES

Regular minutes of the March 3rd, 2025 meeting and special meeting minutes of March 6th, 2025.

8. PETITION AND COMMUNICATIONS

Report of the Board of Revision-High street

9. CONSENT CALENDAR

1. Authorize Administrator to enter into lease with Wolcott House/The Maumee Valley Historical Society
2. Appointment of Karla Lewis to Tax Incentive Review Council

10. NEW BUSINESS

A. Recommendation from City Administrator:

Approve Ordinance 007-2025, an ordinance declaring it necessary to proceed with and levy assessments for the High Street roadway and drainage project.

B. Recommendation from City Administrator:

Approve Resolution 007 -2025, a resolution designating April as Domestic Violence awareness month in the City of Maumee.

C. Recommendation From Finance Director

Approve Ordinance 008-2025 An Ordinance Providing Appropriations for Current Expenses and Other Expenditures For The City Of Maumee, Ohio, For The Fiscal Year Ending December 31, 2025 (2025 Fiscal Year Budget)

- D. Recommendation from City Administrator:
Approve Ordinance 009-2025 An Ordinance Amending Ordinance 040-2024 Salaries, Compensation, Benefits, Terms and Conditions of Employment of Management and Supervisory Staff and declaring an emergency
- E. Recommendation from City Administrator:
Approve Ordinance 010-2025 An Ordinance Amending Ordinance 039-2024 Salaries, Compensation, Benefits, Terms and Conditions of Employment of Administrative Support Personnel and declaring an emergency
- F. Recommendation from City Administrator:
Approve Ordinance 011-2025 An Ordinance Amending Ordinance 041-2024 Salaries, Compensation, Benefits, Terms and Conditions of Employment of Directors and declaring an emergency
- G. Recommendation From Finance Director
Approve Resolution 008-2025 A resolution Authorizing Expenditure of Funds For Maumee Seniors Inc.

11. OLD BUSINESS

12. MAYOR AND COUNCIL MEMBER COMMENTS

13. CITY ADMINISTRATOR UPDATE REPORT

14. ADJOURNMENT

MAUMEE CITY COUNCIL
MINUTES
Monday, March 3, 2025 at 6:15 pm

The Council of the City of Maumee, Ohio met on the above date in Council Chambers with the following members present: Philip Leinbach, Scott Noonan, Margo Puffenberger, Gabriel Barrow, Jon Fiscus, Josh Harris, and Ted Kurt (7). James MacDonald presiding.

Roll Call: Philip Leinbach, Scott Noonan, Margo Puffenberger, Gabriel Barrow, Jon Fiscus, Josh Harris, and Ted Kurt.

COMMITTEE OF THE WHOLE

CITIZEN COMMENTS

Mr. Fiscus moved to adopt the agenda as presented.
Mr. Barrow seconded the motion.
Roll call: 7 voting yea, the Chair declared the motion carried.

Mr. Harris moved to approve the minutes of the regular meeting of February 17, 2025.
Mr. Leinbach seconded the motion.
Roll call: 7 voting yea, the Chair declared the motion carried.

PETITIONS AND COMMUNICATIONS

None

CONSENT CALENDAR:

- A. Recommendation from Law Director:
Authorizing Mayor and/or Administrator to enter into Electric Service Agreement with DYNEGY ENERGY SERVICES EAST, LLC; BP ENERGY RETAIL COMPANY LLC; and CPV RETAIL ENERGY LP for electrical service in Maumee as recommended by Palmer Energy.
- B. Recommendation from Law Director:
Authorize City Administrator to enter into a compost/green waste disposal agreement with Bauer Lawn Maintenance Inc/Ohio Compost LLC with an annual fee of \$6800, for 5 years.
- C. Recommendation from Finance Director:
Authorize City Administrator to enter into agreement with OpenGov for software and professional services.

Mr. Kurt moved to approve the Consent Calendar.
Mrs. Puffenberger seconded the motion.
Roll call: 7 voted yea, the Chair declared the motion carried.

NEW BUSINESS

Mr. Noonan moved to approve Resolution 006-2025, a resolution imposing a temporary moratorium on the establishment, expansion, conversion of other structures or buildings into a substance abuse or mental health treatment facility, and a moratorium on the establishment, expansion, conversion, development and/or construction of any building, structure, use or change of use that would allow additional transitional housing for six or more unrelated individuals for a period not to exceed eighteen (18) months from the effective date of this resolution in order to allow the city administration and city council time to review applicable Ohio statutes, codes and regulations along with the city's codified ordinances relative to such activity, and declaring an emergency.
Mr. Harris seconded the motion. Roll call: 7 voting yea, the Chair declared the motion carried.

Mr. Barrow moved to approve Ordinance 004-2025, an ordinance amending Maumee codified Ordinance 78-2010 and Section 1101.02 of the Maumee codified ordinances to update the definitions of the Maumee zoning code..
Mr. Kurt seconded the motion. Roll call: 6 voting yea, 1 voting nay; the Chair declared the motion carried.

Mrs. Puffenberger moved to approve Ordinance 005-2025, an ordinance amending Maumee codified Ordinance 113-2020 and section 1130.07(a) of the Maumee codified ordinances as to vacant, abandoned, or discontinued use for residential structures.
Mr. Fiscus seconded the motion. Roll call: 7 voting yea, the Chair declared the motion carried.

Mr. Leinbach moved to approve Ordinance 006-2025, an ordinance reflecting repeal of a portion of Maumee codified ordinance 024-2024 and section 1130.08 of the Maumee codified ordinances as to nonconforming signs.
Mr. Kurt seconded the motion. Roll call: 7 voting yea, the Chair declared the motion carried.

COUNCIL COMMENTS

Legislation was considered at this time.

RESOLUTION NO. 006-2025	A RESOLUTION IMPOSING A TEMPORARY MORATORIUM ON THE ESTABLISHMENT, EXPANSION, CONVERSION OF OTHER STRUCTURES OR BUILDINGS INTO A SUBSTANCE ABUSE OR MENTAL HEALTH TREATMENT FACILITY, AND A MORATORIUM ON THE ESTABLISHMENT, EXPANSION, CONVERSION, DEVELOPMENT AND/OR CONSTRUCTION OF ANY BUILDING, STRUCTURE, USE OR CHANGE OF USE THAT WOULD ALLOW ADDITIONAL TRANSITIONAL HOUSING FOR SIX OR MORE UNRELATED INDIVIDUALS FOR A PERIOD NOT TO EXCEED EIGHTEEN (18) MONTHS FROM THE EFFECTIVE DATE OF THIS RESOLUTION IN ORDER TO ALLOW THE CITY ADMINISTRATION AND CITY COUNCIL TIME TO REVIEW APPLICABLE OHIO STATUTES, CODES AND REGULATIONS ALONG WITH THE CITY'S CODIFIED ORDINANCES RELATIVE TO SUCH ACTIVITY, AND DECLARING AN EMERGENCY.
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The Resolution was read by title only.

Mr. NOONAN moved to suspend the rules and declare an emergency. Roll call: Leinbach, Noonan, Puffenberger, Barrow, Fiscus, Harris, Kurt (7) voting yea; nays, none.

Mr. NOONAN moved the resolution be placed on its final passage and passed. Roll call: Leinbach, Noonan, Puffenberger, Barrow, Fiscus, Harris, Kurt (7) voting yea; nays, none.

So the Resolution was passed.

ORDINANCE NO. 004-2025	AN ORDINANCE AMENDING MAUMEE CODIFIED ORDINANCE 78-2010 AND SECTION 1101.02 OF THE MAUMEE CODIFIED ORDINANCES TO UPDATE THE DEFINITIONS OF THE MAUMEE ZONING CODE
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The Ordinance was read by title only.

Mr. BARROW moved to waive the three readings of the ordinance. Roll call: Noonan, Puffenberger, Barrow, Fiscus, Harris, Kurt (6) voting yea; Leinbach voting nay.

Mr. BARROW moved the resolution be placed on its final passage and passed. Roll call: Noonan, Puffenberger, Barrow, Fiscus, Harris, Kurt (6) voting yea; Leinbach voting nay.

So the Ordinance was passed.

ORDINANCE NO. 005-2025	AN ORDINANCE AMENDING MAUMEE CODIFIED ORDINANCE 113-2020 AND SECTION 1130.07(a) OF THE MAUMEE CODIFIED ORDINANCES AS TO VACANT, ABANDONED, OR DISCONTINUED USE FOR RESIDENTIAL STRUCTURES
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The Ordinance was read by title only.

Mrs. PUFFENBERGER moved to waive the three readings of the ordinance. Roll call: Leinbach, Noonan, Puffenberger, Barrow, Fiscus, Harris, Kurt (7) voting yea; nays, none.

Mrs. PUFFENBERGER moved the resolution be placed on its final passage and passed. Roll call: Leinbach, Noonan, Puffenberger, Barrow, Fiscus, Harris, Kurt (7) voting yea; nays, none.

So the Ordinance was passed.

ORDINANCE NO. 006-2025 AN ORDINANCE REFLECTING REPEAL OF A PORTION OF MAUMEE CODIFIED
ORDINANCE 113-2020 AND SECTION 1130.08 OF THE MAUMEE CODIFIED
ORDINANCES AS TO NONCONFORMING SIGNS

The Ordinance was read by title only.

Mr. LEINBACH moved to waive the three readings of the ordinance. Roll call: Leinbach, Noonan, Puffenberger, Barrow, Fiscus, Harris, Kurt (7) voting yea; nays, none.

Mr. LEINBACH moved the resolution be placed on its final passage and passed. Roll call: Leinbach, Noonan, Puffenberger, Barrow, Fiscus, Harris, Kurt (7) voting yea; nays, none.

So the Ordinance was passed.

Mrs. Puffenberger moved to enter Executive Session to discuss pending litigation at 7:08 p.m. Mr. Kurt seconded the motion. Roll call: 7 voting yea, the Chair declared the motion carried.

Mrs. Puffenberger moved to exit Executive Session at 7:50 p.m. Mr. Kurt seconded the motion. Roll call: 7 voting yea, the Chair declared the motion carried.

Mr. Harris moved to correct the scrivener's error in the title of Ordinance 006-2025.

Mr. Kurt seconded the motion. Roll call: 7 voting yea, the Chair declared the motion carried.

Mr. Leinbach moved to adjourn at 7:52 p.m. until the next scheduled meeting March 17, 2025, at 6:15 p.m.

Mr. Barrow seconded the motion.

Roll call: 7 voting yea, the Chair declared the motion carried.

MAUMEE CITY COUNCIL
SPECIAL MEETING MINUTES
Thursday, March 6, 2025 at 4 pm

The Council of the City of Maumee, Ohio met on the above date in Council Chambers with the following members present: Gabriel Barrow as acting mayor, Jon Fiscus, Josh Harris, Ted Kurt, Margo Puffenberger, (5). Scott Noonan and James MacDonald via phone. Phil Leinbach had an excused absence.

Roll Call: Gabriel Barrow, Jon Fiscus, Josh Harris, Ted Kurt, Scott Noonan, and Margo Puffenberger.

Mr. Harris moved to enter Executive Session to discuss pending litigation at 4:05 p.m. Mrs. Puffenberger seconded the motion. Roll call: 6 voting yea, the Chair declared the motion carried.

Mr. Harris moved to exit Executive Session at 5:30 p.m. Mr. Kurt seconded the motion. Roll call: 6 voting yea, the Chair declared the motion carried.

Mr. Fiscus moved to adjourn at :31 p.m. until the next scheduled meeting March 17, 2025, at 6:15 p.m.
Mrs. Puffenberger seconded the motion.
Roll call: 6 voting yea, the Chair declared the motion carried.



TO: Finance Committee/City Council

FROM: Board of Revisions of Assessments

SUBJECT: High Street Road and Storm project

The Board of Revisions of Assessments met with property owners on Tuesday, October 15 at 6:00pm. Discussion included the history of High Street itself and road work that has been completed over the years. Residents voiced concerns as to the necessity of the project, their specific benefit, the assessment process and the overall cost.

The Board of Revisions have subsequently received at least eleven (11) letters requesting removal from the assessment stating they are not benefiting from the project. There are other residents along High Street who support this project.

The Board does not agree with the lack of benefits cited above, as all residents included in the assessment discussion have either a driveway directly on High Street, or at the rear of the property, many with accessory structures that require access via High Street. All properties will benefit from improved drainage from this project. The evidence does not support the lack of benefits cited above. No evidence was presented to show that there would be no benefit to this roadway project which includes drainage of this area. The condition of the roadway was observed in person by some members of the Board and the roadway is in need of replacement and drainage improvements. Each property will benefit from this improvement in the amounts set forth in the assessment report. The Board understands the financial issues, but delaying this project will only allow more deterioration and increase the costs to fix these issues in the future. The road is not a through street, so the residents whose properties adjoin High Street are the primary users of this street. The reports provided as to the necessary repairs also support the installation of drainage and the pavement project.

It is the recommendation of the Board that the project commence as planned with the exception of two parcels outside the scope of the project.

Please see the attached assessment report.

A handwritten signature in blue ink, appearing to read "Alan Lehenbauer", written over a horizontal line.

Alan Lehenbauer

A handwritten signature in blue ink, appearing to read "Patrick Burtch", written over a horizontal line.

Patrick Burtch

A handwritten signature in blue ink, appearing to read "Jennifer Harkey", written over a horizontal line.

Jennifer Harkey

LEASE AGREEMENT

CITY OF MAUMEE, an Ohio Municipality with offices located at 400 Conant Street, Maumee, Ohio 43537 (herein "Lessor") and THE MAUMEE VALLEY HISTORICAL SOCIETY AKA LUCAS COUNTY- MAUMEE VALLEY HISTORICAL SOCIETY INC. an Ohio Non-Profit Corporation, with offices located at 1031 River Road, Maumee, Ohio 43537 (herein "Lessee"), hereby agree as follows:

Leased Premises. Lessor, in consideration of the rents to be paid and covenants to be performed by Lessee hereunder, hereby leases to Lessee for the term and subject to the covenants and conditions 8 tracts of land, located at or near 1031 River Road, Maumee, Ohio 43537 (herein "the premises"), more specifically described as parcel numbers 36-04841, 36-04835, 36-04821, 36-04824, 36-04794, 36-04801, 36-84818, and 36-84831 in the City of Maumee in the County of Lucas and State of Ohio. Lessee acknowledges that Lessor is the owner of all the subject parcels of real estate set forth herein. Lessee shall have use of the public parking lot on the premises for parking purposes only.

Term. The term of this will be for a term commencing on the day of March 2025 and terminating on the 31st day of December 2029 at 11:59 P.M. This lease replaces any prior leases between the parties.

Rent. Lessee will pay Lessors as rent for the premises during this initial lease term, the sum of one dollar (\$ 1) payable in advance on or before the 31st day of March 2025, payable to Lessor at 400 Conant Street, or at such other place as Lessor may designate.

Renewal Option. Lessee shall have the option to extend the Term of the Lease for two (2) additional period of five (5) years to commence immediately upon the expiration of the term of this lease, or the expiration of the renewed period of the lease, provided Lessee is not in default of any term, covenant or condition of the Lease and provided Maumee City Council approves the term of the renewal. In order to exercise its options granted herein, Lessee shall notify Lessor in writing of its intent to renew not less than three (3) months prior to the expiration of the term of this lease. Upon the exercise of any renewal option, the Lease shall continue under all the same terms and conditions.

Late Charge. Lessee shall be subject to a late penalty charge per late payment of \$5.00 per missed payment should the rent be paid more than 15 days past the due date.

Termination. Either party may terminate this lease, with or without cause, by providing twelve (12) months written notice of termination in writing to the other party.

Utilities. Lessor shall be responsible for paying utilities including water and sewer services. Lessor will pay reasonable expenses for the electric and gas service to the premises not to exceed the amount appropriated by Maumee City Council. Any utility bills exceeding the amount appropriated by city council will be the responsibility of Lessee. Lessee shall cooperate in providing Lessor with any financial information that may be requested.

Insurance. Lessee shall procure and maintain for the duration of the lease, insurance against claims for injuries to persons or damages to property which may arise from or in

connection with the Lessee's operation and use of the leased premises. The cost of such insurance shall be borne by the Lessee, at its sole cost and expense. Lessee shall maintain liability insurance against claims for bodily injury, death, and/or property damage, occurring on, in or about the Premises in or about the adjoining streets, property and passageways, such insurance to afford protection during the term of this Lease and any renewals of said lease, of not less than One Million Dollars (\$1,000,000.00) per occurrence and of not less than One Million Five Hundred Thousand Dollars (\$1,500,000.00) for property damage. Lessee shall also carry insurance covering Lessee's personal property on the Premises, and Lessor shall have no liability whatsoever for Lessee's personal property. Lessee shall provide Lessor with a certificate of insurance evidencing such coverage upon request and name the Lessor as an additional insured on each such policy. All insurance is set forth in this section shall be in form with such companies as are reasonably satisfactory to Lessor, shall provide that such policies shall not be subject to cancellation, termination or change except after at least thirty (30) days prior written notice to Lessor. If Lessee fails to comply with such requirements, Lessor may, but shall not be obligated to, obtain such insurance to keep the same in effect, and Lessee shall pay Lessor its premium costs upon demand. The parties agree that the property and liability insurance requirements may be modified in the future to reflect the value of the premises or to increase liability coverages.

Real Estate Tax. Lessor shall be responsible for the real estate taxes for the premises, provided lessee takes no action or engages in any activities which may cause the parcel to be taxable. In the event that taxes become charged to the City that are caused by actions or activities of lessee, Lessee shall be responsible for the same on a pro rata basis for the tax year being assessed and tax years thereafter for which taxes are assessed.

Use of Premises. Lessee agrees to use said premises to provide services for Maumee citizens, Lucas County residents and visitors to the area to inspire learning and promote awareness of the City of Maumee and Maumee Valley including:

- Discover, procure, preserve and display whatever may relate to the general history of the Maumee River Valley
- Promote interest in history among all members and the public
- Maintain a library of historical literature
- Encourage the presentation of books, papers and lectures on subjects of historical and literacy interests
- Collect objects of historical interest and arrange for their preservation and exhibition

Lessee will not allow or use illegal drugs, including marijuana or allow excessive use of alcoholic substances upon the premises. Lessee shall not allow smoking or vaping on the premises. Lessee will not commit or suffer any waste in the premises, use the premises or permit them to be used for any unlawful purpose or any illegal, dangerous, noxious, or offensive activity or cause or maintain any nuisance in the premises. Lessee shall comply with Ohio Revised Code Section 9.03 including those provisions which prohibit the support or opposition of any tax levy as to the use of the premises by lessee or any sublessors. At the end of the term of this lease Lessee will deliver up the premises in as good and order and condition as they now are, or may be put by Lessor or Lessee, reasonable use and ordinary wear and tear thereof and damage by fire or other casualty

excepted. Lessee shall obtain renter's contents and liability insurance and shall be personally liable for any and all injuries which could occur on the premises and agrees to indemnify and hold Lessor harmless for any damages which it may incur due to any such injuries.

Lessee shall defend, indemnify, and hold harmless the City of Maumee, its officers, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of Lessee's use of Premises, or from the conduct of Lessee's business, or from any activity, work or thing done, permitted, or suffered by Lessee in or about the Premises. Lessee acknowledges that the City of Maumee does not employ nor control the activities or operations of the Lessee and Lessee acknowledges and agrees that its employees, agents and volunteers are solely responsible for the activities and operations taking place at the premises. The provisions of this section shall survive the expiration or termination of this Agreement.

Damage or Destruction to Premises. If the premises are rendered unleaseable by fire or other casualty, Lessee will vacate the premises within 10 days and will pay no further rent following the damage or destruction and Lessor will refund to Lessee the unearned portion of any rent paid in advance prorated to the date of damage or destruction.

Condition of Premises. Lessee stipulates that they have examined the demised premises, including the grounds and all buildings and improvements, and that they are, at the time of this lease, in good order, repair, and in a safe, clean, and leaseable condition to their satisfaction and that they are leasing the property "AS IS"

Repairs and Maintenance. Lessee shall keep and maintain the interior of the premises free from dirt and refuse, and in good order, condition, and repair. No repairs shall be conducted by Lessee without the written approval of Lessor. Lessor shall promptly make all repairs or replacements becoming necessary during the term, including glass and windows, plumbing and electrical equipment located in the interior of the buildings, except if it is for damage caused by Lessee or its guests. In addition, Lessor shall repair any HVAC equipment unless the repairs are due to the actions of the Lessee. Lessor shall provide for snow removal in the parking areas and maintain the parking area. Lessor shall mow the lawn at the premises and also keep and maintain landscaping and provide snow removal for the walkways. Lessee shall provide notice to Lessor of all annual maintenance performed on the HVAC system and of any repairs.

Alterations. Without the prior written consent of Lessor, the Lessee shall make no structural alterations to the building or the rented premises or construct any building or make other structural improvements on the premises. Lessee has the authority to make such improvements to the interior of the premises as necessary for the maintenance and operations upon written approval of lessor. A violation of this item, with the exception of fixtures installed by lessee and removable without damage to the premises and movable personal property, shall be deemed default under this lease.

Any alterations preapproved or otherwise must be done at Lessee's expense and will remain with the premises upon expiration of this lease. Lessee agrees to forfeit all rights to

fixtures, alterations and/or improvements as well as reimbursement of expenses therefore upon termination of the lease , abandonment of the property or when vacating the property.

Assignment and Sublease. Lessee may sublet or rent the premises or any portion of the premises and shall provide Lessor with a copy of all sublease agreements for their review upon request. All rent/payments from subleases or for use of the premises by other entities, shall be retained by Lessee for use for a valid public purpose for the citizens of Maumee, as allowed by law for expenses of Lessee. All subleases shall also comply with Ohio Revised Code Section 9.03. Lessee shall provide Lessor with an accounting of all rental funds received by Lessee for use of the premises on a quarterly basis. Failure to comply with these guidelines for use of the premises and rental funds could result in termination of the lease and termination of further payments by City Council to Lessee. A default under this item shall also be deemed a default of the entire lease.

Dangerous Materials. Lessee shall not keep or have on the leased premises anything of a dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire on the leased premises or that might be considered hazardous or extra hazardous by any responsible insurance company.

Inspection. Lessor and its agents shall have the right at all reasonable times during the term of this lease and any renewal thereof to enter the demised premises for the purpose of inspecting the premises and all building and improvements thereon. Twenty-Four-hour notice will be deemed to be "reasonable." Furthermore, in the event of an emergency, said Lessor may enter the property without notice to protect said property.

Display of Signs. Lessor or its agent, during the last thirty days of this lease, shall have the privilege of displaying the usual "For Sale" or "For Rent" or "Vacancy" signs on the demised premises and of showing the property to prospective purchasers of Lessees. Lessee shall not place any signs on said building without the prior written consent of Lessor and Lessee comply with the City of Maumee code as to any signs it wishes to place on said premises. No political signs shall be allowed on the premises.

Subordination of Lease. This lease and Lessee's leasehold interest hereunder are and shall be subject, subordinate, and inferior to, any liens or encumbrances now or hereafter placed on the demised premises by Lessor, all advances made under any such liens or encumbrances, the interest payable on any such liens or encumbrances, and any and all renewals or extensions of such liens or encumbrances.

Default. In the event that:

The rent, or any part thereof, remains unpaid for 90 days after being due.

Lessee's interest herein is sold under execution or other legal process.

Lessee makes an assignment for the benefit of creditors.

Any proceeding in bankruptcy, an arrangement or re-organization or any other proceeding under any insolvency law, is instituted by or against Lessee.

A receiver or trustee is appointed for the property of Lessee; or

Lessee fails to keep any of the other covenants of this lease, it will be lawful for Lessor to re-enter and repossess the premises by any lawful means and thereupon this lease shall terminate.

Lessee's failure to maintain its status as a non-profit corporation in good standing or ceases operation as a historical society.

Lessee breaches any term of this lease.

Quiet Enjoyment. Lessor agrees that if Lessee pays the rents and keeps and performs the covenants of this lease on the part of Lessee to be kept and performed, Lessee will peaceably and quietly occupy the premises during the term hereof without any hindrance, ejection or molestation by Lessor or any person lawfully claiming under Lessor.

Abandonment. If at any time during the term of this lease Lessee abandons the premises or any part thereof, Lessor may, at his option, enter the premises by any means without being liable for any prosecution therefore, and without becoming liable to Lessee for damages or for any payment of any kind whatever, and may, at his discretion, as agent for Lessor, relet the premises, or any part thereof, for the whole or any part of the then unexpired terms, and may receive and collect all rent payable by virtue of such reletting, and at Lessor's option, hold Lessee liable for any difference between the rent that would have been payable under this lease during the balance of the unexpired term, if this lease had continued in force, and the net rent for such period realized by Lessor by means of such reletting. If Lessor's right of re-entry is exercised following abandonment of the premises by Lessee, then Lessor shall be entitled to retain all fixtures and may consider any personal property belonging to Lessee and left on the premises to also have been abandoned, in which case Lessor may dispose of all such personal property in any manner Lessor shall deem proper and is hereby relieved of all liability for doing so.

Binding Effect. This lease and the agreements of Lessors and Lessees contained herein shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the respective parties.

The language in this Lease shall be interpreted as to its fair meaning and not strictly for or against any party. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Lease. The headings in this Lease are included for convenience only and shall neither affect the construction or interpretation of any provision of this Lease nor affect any of the rights or obligations of the parties to this Lease. Should any part of this Lease be held invalid or unenforceable, that portion shall be construed as much as possibly consistent with applicable law and the remaining portions shall remain in full force and effect. Lessors' failure to enforce any provision of this Lease shall not be deemed a waiver of such provision nor of the right to enforce such provision. The parties' rights under this Lease shall survive any termination of this Lease for the purpose of enforcing the duties and obligations of the respective parties subsequent to such termination.

Applicable Law. This Lease shall be governed by and construed and enforced in accordance with the internal laws of the State of Ohio and shall be deemed to have been entered in the State of Ohio.

Entire Understanding. This Lease sets forth the entire agreement and understanding of the parties with respect to the matters set forth herein and supersedes any and all prior agreements, arrangements, and understandings among the parties.

Notices. Notices hereunder shall be sufficient if sent by certified mail to the address listed below:

Lessor: City of Maumee, 400 Conant Street, Maumee, Ohio 43537

Lessee: Lucas County-Maumee Valley Historical Society 1035 River Road,
Maumee Ohio 43537

WHEREAS Lessors and Lessees have executed this agreement on the ____ day of _____, 2025.

LESSOR:

CITY OF MAUMEE,

By: _____

James MacDonald

Its: Mayor

LESSEE

**Lucas County-Maumee Valley Historical
Society an Ohio Non-Profit Corporation**

By: _____

By: _____

State of Ohio, County of Lucas } ss.

The foregoing instrument was acknowledged before me this ____ day of _____, 2025 by James MacDonald, Mayor of CITY OF MAUMEE, an Ohio Municipal Corporation, on behalf of said municipal corporation.

Notary Public

State of Ohio, County of Lucas } ss.

The foregoing instrument was acknowledged before me this ____ day of _____, 2025 by LESSOR by _____ and _____

Its _____

Notary Public

This instrument was prepared by:

Alan Lehenbauer

Maumee Law Director

Entire Understanding. This Lease sets forth the entire agreement and understanding of the parties with respect to the matters set forth herein and supersedes any and all prior agreements, arrangements, and understandings among the parties.

Notices. Notices hereunder shall be sufficient if sent by certified mail to the address listed below:

Lessor: City of Maumee, 400 Conant Street, Maumee, Ohio 43537

Lessee: Lucas County-Maumee Valley Historical Society 1035 River Road,
Maumee Ohio 43537

WHEREAS Lessors and Lessees have executed this agreement on the ____ day of _____, 2025.

LESSOR:

CITY OF MAUMEE,

By: _____

Patrick Burtch

Its: Administrator

LESSEE

**Lucas County-Maumee Valley Historical
Society an Ohio Non-Profit Corporation**

By: _____

By: _____

State of Ohio, County of Lucas } ss.

The foregoing instrument was acknowledged before me this ____ day of _____, 2025 by Patrick Burtch, Administrator of City of Maumee, an Ohio Municipal Corporation, on behalf of said municipal corporation.

Notary Public

State of Ohio, County of Lucas } ss.

The foregoing instrument was acknowledged before me this ____ day of _____, 2025 by LESSOR by _____ and _____

Its _____

Notary Public

This instrument was prepared by:
Alan Lehenbauer
Maumee Law Director

ORDINANCE 007 -2025

AN ORDINANCE DECLARING IT NECESSARY TO PROCEED WITH AND LEVY ASSESSMENTS FOR THE HIGH STREET ROADWAY AND DRAINAGE PROJECT

WHEREAS, Maumee City Council has previously declared it necessary to make the improvement described in Section 1 of this Ordinance.

WHEREAS, the Board of Revision met and issued a report to the Finance Committee and City Council as to said assessments and said report is hereby approved.

WHEREAS, City Council find that the properties set forth in Exhibit A will be benefitted by said improvement, and it is necessary to proceed with the improvements and assess this public improvement to be paid for in part by special assessment as hereinafter set forth.

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

SECTION 1. It is declared necessary to proceed with the improvement of certain lands in the City of Maumee by reconstructing High Street and installing drainage structures, together with all necessary appurtenances in, Maumee, Lucas County Ohio. The proposed project, project plans and properties to be assessed as are on file with the clerk along with the assessment as to each property, which are incorporated herein by reference. See also Exhibit A attached hereto and incorporated herein by reference.

SECTION 2. The assessments, plans, specifications, profiles and estimate of cost of the improvement, prepared by the City and now on file in the office of the Clerk, are approved and shall be assessed against said properties listed in Exhibit A. The improvement shall be made in accordance with, and as shown on, the plans, specifications and profiles for the improvement.

SECTION 3. The Council finds and determines that (i) the improvement is conducive to the public health, convenience and welfare of this City and the inhabitants thereof and (ii) the lots and lands to be assessed as described in Section 4 hereof are specially benefitted by the improvement.

SECTION 4. The total estimated cost of the improvement is \$ 393,811. The cost of the improvement to be assessed to the benefitted properties, after deduction of the costs of the installation of storm pipe, and the costs of the improvement determined by this Council to be assumed by the City, are estimated to be \$180,434. Such amount shall be assessed upon the lots and lands bounding and abutting on the improvement identified in Exhibit A hereto in the amount of the benefit to each parcel which is determined to be \$9021.70. The properties are being assessed by the benefit to said properties, all as set forth in Exhibit A. At the completion of the project, the final in-place quantities and costs to be assessed shall be submitted to council for final approval.

SECTION 5. The cost of the improvement shall include the cost of preliminary and other surveys, plans, specifications, profiles and estimates and of printing, serving and publishing notices, resolutions and ordinances, the amount of any damages resulting from the improvement and the interest thereon, the costs incurred in connection with the preparation, levy and collection of the special assessments, the cost of purchasing, appropriating, and otherwise acquiring any real estate or interests therein required for the improvement, expenses of legal services including obtaining legal opinions, cost of labor and material, together with all other necessary expenditures.

SECTION 6. The special assessments to be levied shall be paid in 20 annual installments, with interest on the unpaid principal amount of each special assessment at a three (3) percent rate of interest provided that the owner of any property assessed may pay the special assessment within 30 days after passage of the final assessing ordinance.

SECTION 7. The Council hereby appropriates sufficient funds to effectuate the provisions contained in Section 1 hereof and the Director of Finance is hereby authorized to transfer the funds necessary to complete this expenditure from the available funds of the City. The Director of Finance be and is

hereby further authorized to issue the fiscal officer's certificate necessary to make the expenditures as described in Section 1 hereof and is further directed to issue vouchers of this City in the amounts and for the purposes expressed in Section 1 hereof, said amounts to be charged to the appropriately designated Fund.

MOTION TO Waive Three Readings: Second:

Yeas: Nays:

Motion to Pass: Second:

Yeas: Nays:

Passed: March 17, 2025.

Mayor.

ATTEST:

Municipal Clerk.

Approved as to form by:

Law Director.

EXHIBIT A

High Street roadway and storm assessment
Per parcel/owner

Project Overview	
Construction	\$393,811
Less Storm pipe installator	\$145,715
Less parcels removed	\$18,043
Total for Assessment	\$230,053
City share	\$49,619
Resident share	\$180,434
Years	15

City portion per parcel

\$9,277

Parcel #	Resident
3615141	\$9,021.70
3615197	\$9,021.70
3615147	\$9,021.70
3615194	\$9,021.70
3615132	\$9,021.70
3615137	\$9,021.70
3615134	\$9,021.70
3615174	\$9,021.70
3615177	\$9,021.70
3615124	\$9,021.70
3615117	\$9,021.70
3615161	\$9,021.70
3615221	\$9,021.70
3615154	\$9,021.70
3615191	\$9,021.70
3615214	\$9,021.70
3615204	\$9,021.70
3615187	\$9,021.70
3615181	\$9,021.70
3615111	\$9,021.70
	\$180,433.90

730 N HIGH ST
829 RIVER RD
736 N HIGH ST
827 RIVER RD
720 N HIGH ST
728 N HIGH ST
724 N HIGH ST
811 RIVER RD
815 RIVER RD
716 N HIGH ST
712 N HIGH ST
712 KEY ST
915 RIVER RD
916 N HIGH ST
825 RIVER RD
911 River Road
833 River Road
823 River Road
819 River Road
718 Key Street

***Excludes interest
JH 3/12/25

RESOLUTION 007 -2025
A RESOLUTION DESIGNATING APRIL AS DOMESTIC VIOLENCE AWARENESS
MONTH IN THE CITY OF MAUMEE

Whereas, the City of Maumee desires to designate the month of April as Domestic Violence Awareness month in recognition of the effects of domestic violence on individuals subjected to domestic violence and the effect on the community. This resolution supports the goals and ideals of National Domestic Violence Awareness Month. This resolution also recognizes efforts being made in Maumee and across Ohio to provide assistance to victims of domestic violence.

Whereas, according to the National Intimate Partner and Sexual Violence Survey—
(1) up to 12,000,000 individuals in the United States report experiencing intimate partner violence annually, including physical violence, rape, or stalking; and
(2) approximately 1 in 5 women in the United States and up to 1 in 7 men in the United States have experienced severe physical violence by an intimate partner at some point in their lifetimes;

Whereas, on average, 3 women in the United States are killed each day by a current or former intimate partner, according to the Bureau of Justice Statistics;

Whereas, domestic violence takes on many forms and includes but is not limited to physical and/or mental abuse;

Whereas domestic violence can affect anyone, but women who are 18 to 34 years of age typically experience the highest rates of domestic violence;

Whereas survivors of domestic violence are strong, courageous, and resilient;

Whereas most female victims of intimate partner violence have been victimized by the same offender previously;

Whereas domestic violence is cited as a significant factor in homelessness among families;

Whereas millions of children are exposed to domestic violence each year;

Whereas a study has found that children who were exposed to domestic violence in their households were 15 times more likely to be physically or sexually assaulted in their lifetime than other children who were not exposed to domestic violence in their households;

Whereas victims of domestic violence experience immediate and long-term negative outcomes, including detrimental effects on mental and physical health;

Whereas research consistently shows that being abused by an intimate partner increases an individual's likelihood of substance use as well as associated harmful consequences;

Whereas victims of domestic violence may lose several days of paid work each year and may lose their jobs due to reasons stemming from domestic violence;

Whereas crisis hotlines serving domestic violence victims operate 24 hours per day, 365 days per year, and offer important crisis intervention services, support services, information, and referrals for victims;

Whereas staff and volunteers of domestic violence shelters and programs in the United States, in cooperation with 56 State and territorial coalitions against domestic violence, provide essential services to—

- (1) thousands of adults and children each day; and
- (2) 1,000,000 adults and children each year;

Whereas domestic violence programs and hotlines have seen a substantial increase in contacts since 2020, and continue to experience a surge in requests for services, with the National Domestic Violence Hotline averaging approximately 3,000 daily contacts in 2023, up from 800 to 1,200 average daily contacts before the COVID-19 pandemic;

Whereas nearly 85 percent of American Indian and Alaska Native women have experienced some form of intimate partner violence in their lifetime;

Whereas respondents to a survey of domestic violence programs reported that survivors of domestic violence often face financial challenges, with 8,000,000 days of paid work lost each year due to intimate partner violence;

Whereas medical professionals have reported that survivors of domestic violence presented with more severe injuries during the pandemic;

Whereas domestic violence programs changed the way they provide services in response to the COVID-19 pandemic;

Whereas advocates for survivors of domestic violence and survivors face the same challenges with child care and facilitating online learning that others do;

Whereas, according to a 2022 survey conducted by the National Network to End Domestic Violence, 79,335 domestic violence victims were served by domestic violence shelters and programs around the United States in a single day;

Whereas some victims of domestic violence face additional challenges in accessing law enforcement and services due to conditions specific to the communities in which they live;

Whereas law enforcement officers in the United States put their lives at risk each day by responding to incidents of domestic violence, which can be among the most volatile and deadly calls;

Whereas Congress first demonstrated a significant commitment to supporting victims of domestic violence with the enactment of the landmark Family Violence Prevention and Services Act (42 U.S.C. 10401 et seq.);

Whereas Congress has remained committed to protecting survivors of all forms of domestic violence and sexual abuse by making Federal funding available to support the activities that are authorized under—

- (1) the Family Violence Prevention and Services Act (42 U.S.C. 10401 et seq.);
- (2) the Violence Against Women Act of 1994 (34 U.S.C. 12291 et seq.); and
- (3) the VOCA Fix to Sustain the Crime Victims Fund Act of 2021 (34 U.S.C. 10101 note; Public Law 117-27);

Whereas there is a need to continue to support programs and activities aimed at domestic violence intervention and domestic violence prevention in the United States;

Whereas domestic violence programs provide trauma-informed services to protect the safety, privacy, and confidentiality of survivors of domestic violence; and

Whereas individuals and organizations that are dedicated to preventing and ending domestic violence should be recognized:

Section 1. Now, therefore, be it Resolved by the Maumee City Council that city Council :

(A) supports the goals and ideals of "National Domestic Violence Awareness Month";

(B) commends domestic violence victim advocates, including Erica Capito who serves many domestic violence victims on behalf of the City of Maumee, domestic violence victim service providers, crisis hotline staff, the Maumee police department and first responders serving victims of domestic violence for their compassionate support of survivors of domestic violence; and

(C) recognizes the strength and courage of survivors of domestic violence;

Section 2. Be it further resolved that Maumee should:

(A) continue to raise awareness of

(i) domestic violence in the United States; and

(ii) the corresponding devastating effects of domestic violence on survivors, families, and communities; and

(B) pledge continued support for programs designed to—

(i) assist survivors of domestic violence;

(ii) hold perpetrators of domestic violence accountable; and

(iii) bring an end to domestic violence.

Section 3. This Council finds and determines that all formal actions of this Council and any of its Committees concerning and relating to the passage of this Resolution were taken in an open meeting of this Council or Committees, and that all deliberations of this Council and any of its committees that resulted in those formal actions were in meetings open to the public, in compliance with the Charter of the City of Maumee and Ohio law.

Section 4. This Resolution shall take effect and be in force from and after the earliest period allowed by law.

Yeas: Nays:

Motion to pass: Second

Yeas: Nays:

Passed March 17, 2025

Mayor

ATTEST:

Approved as to form:

Municipal Clerk.

Law Director

ORDINANCE 008-2025

AN ORDINANCE PROVIDING APPROPRIATIONS FOR CURRENT EXPENSES AND OTHER EXPENDITURES FOR THE CITY OF MAUMEE, OHIO, FOR THE FISCAL YEAR ENDING DECEMBER 31, 2025 (2025 FISCAL YEAR BUDGET)

WHEREAS, this Council, by Ordinance 043-2024, passed on December 16, 2024, adopted a temporary appropriation ordinance for the first quarter of the 2025 fiscal year, in accordance with Ohio Revised Code Section 5705.38.

WHEREAS, prior to March 31, 2025, the City Administrator and Finance Director have submitted to the City Council an estimate of the revenues and expenditures of the City of Maumee for the Fiscal Year period from January 1, 2025, through December 31, 2025, from detailed information furnished to said officials by departments of the City, and has made recommendations as to the amounts to be appropriated to each of the various funds provided for in the City Charter; and

WHEREAS an Annual budget has been prepared, which is attached hereto;

WHEREAS this Council must, before March 31, 2025, adopt an Annual Appropriations Ordinance to make appropriations to meet current expenses and to authorize certain other expenditures for the fiscal year ending December 31, 2025, as required by ORC Code Section 5705.38; and

WHEREAS Section 9 of the City Charter provides that the Annual Appropriation Ordinance shall be effective upon passage.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MAUMEE, OHIO:

Section 1. That the Annual Budget of the City of Maumee, Ohio for the period from January 1, 2025, to December 31, 2025, including Exhibit A, representing an appropriation measure as required by Ohio Revised Code (ORC) 5705.38 is hereby and all expenditures therein are hereby appropriated; to provide for current expenses and other expenditures of the City of Maumee, Ohio.

Section 2. That the Maumee Finance Director is hereby authorized to draw her warrant on the on the City Treasury from any of the forgoing appropriations upon receiving proper certificates and vouchers therefore, approved by officers authorized by law to approve the same, or an ordinance of Council to make the expenditures, or as otherwise provided by law.

Section 3. The Finance Director is hereby authorized to adjust appropriations within any fund, so long as the adjustments made do not exceed the total appropriations authorized within any fund and such adjustment is not in violation of City Charter, City ordinance or state law. In addition, the Finance Director is hereby authorized to establish additional cost centers within any Fund as may from time to time be required to ensure proper accounting or by the State of Ohio.

Section 4. It is found that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council that resulted in this formal action were in meetings open to the public in compliance with all legal requirements, including the Maumee Charter and ORC Section 121.22.

Motion to waive three readings: Second

Yeas: Nays:

Motion to Pass: Second:

Yeas: Nays:

Passed this 17th day of March 2025.

Effective: 03/17/2025

Mayor

ATTEST:

Municipal Clerk

Approved as to form by:

Law Director

ORDINANCE NO. 009- 2025

AN ORDINANCE AMENDING ORDINANCE 040-2024 SALARIES, COMPENSATION, BENEFITS, TERMS AND CONDITIONS OF EMPLOYMENT OF MANAGEMENT AND SUPERVISORY STAFF, IN PART, AND DECLARING AN EMERGENCY.

WHEREAS ORDINANCE 040-2024 was passed setting salaries, compensation, benefits, terms and conditions of employment for the Management and Supervisory Staff of the City of Maumee, Ohio;

WHEREAS, Council, finds adoption of the changes being proposed to be reasonable and in the best interests of the health safety and welfare of the citizens of Maumee in maintaining well-qualified, efficient and productive management and supervisory staff for certain City of Maumee employees.

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

SECTION 1. Council hereby finds and determines that it is immediately necessary to amend ORDINANCE 040-2024 in part as set forth in Exhibit A.

SECTION 2. The amendments to the salaries, compensation, benefits, terms and conditions of employment for the Management and Supervisory Staff of the City of Maumee, Ohio are hereby adopted with attached "Exhibit A" effective March 24, 2025.

SECTION 3. STATUTORY CONSTRUCTION & SEVERABILITY.

(a) This Ordinance shall be construed so as not to conflict with applicable Maumee Code not modified herein, Federal or State of Ohio laws, rules, or regulations.

(b) In the event that a court or agency of competent jurisdiction holds that a Federal or State of Ohio law, rule, or regulation invalidates any clause, sentence, paragraph, or section of this Ordinance or the application thereof to any person or circumstances, it is the intent of the Ordinance that the court or agency sever such clause, sentence, paragraph, or section so that the remainder of this Ordinance remains in effect without the invalid provision or application, and to this end the provisions are severable..

SECTION 4. That all prior Codified Ordinances or Ordinances or provisions within such Codified Ordinances or Ordinances in conflict with the provisions of this Ordinance are hereby amended as set forth in Exhibit A.

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 and Section 121.22 of the Revised Code of Ohio.

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. The immediate emergency being declared to be as set forth in the preamble and the necessity of establishing salaries, compensation, benefits, terms and conditions of employment for the Management and Supervisory Staff of the City of Maumee, Ohio, that these changes need to be made before the start of the next fiscal year and to maintain a well-qualified, efficient and productive staff. Therefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

Motion to declare an emergency

Seconded

Yeas Nays

Motion to Pass Seconded

Yeas Nays

Passed as an emergency measure: March 17, 2025

Mayor.

ATTEST:

Municipal Clerk.

APPROVED AS TO FORM:

Law Director

Revision of Ordinance No. 040-2024 Amended 12.16.2024

VACATION LEAVE

SECTION 10

10.01 Employees hired prior on or before December 31, 2008, shall be entitled to vacation leave as follows:

1 through 5 years of continuous service	-	80 hours
6 through 11 years of continuous service	-	120 hours
12 through 19 years of continuous service	-	160 hours
20 through 24 years of continuous service	-	200 hours
25 or more years of continuous service	-	240 hours

Employees hired on or after January 1, 2009, shall be entitled to vacation leave as follows:

1 through 5 years of continuous service	-	80 hours
6 through 11 years of continuous service	-	120 hours
12 through 19 years of continuous service	-	160 hours
20 or more years of continuous service	-	200 hours

10.02 Covered employees may have prior service or experience with other employers, political subdivisions, special districts of the State of Ohio, or the State of Ohio considered as continuous service for purposes of grants and/or accrual of vacation leave or any other paid leave if authorized by the Mayor or the City Administrator. For purposes of this section hired means hired as a full-time employee. Part-time or volunteer service "hire date" shall not be utilized to determine hire date for purposes accruals.

10.03 Continuous service for purposes of the accrual of vacation leave of any employee shall not be deemed to have been interrupted by any period during which such employee was absent from employment on duly authorized leave with pay or on any other absence from duty without pay for less than fifteen (15) days granted by the appropriate Department Director and City Administrator. Continuous service will be deemed interrupted and no, compensatory, or vacation time shall be accrued for the time that an employee is on paid or unpaid administrative leave for a disciplinary matter or paid or unpaid administrative leave for something other than an on-duty injury or duly processed medical leave.

10.04 Vacation leave shall accrue, as set forth in Section 10.01 above, for each completed full pay period in which the employee worked except for those on unpaid leave for more than fifteen (15) days. In order for an employee to accrue vacation leave, they must not be tardy or absent without pay for more than one (1) hour in a pay period unless the appropriate Department Director and the City Administrator authorizes up to the fifteen (15) days referred to in section 10.03.

10.05 Such vacation leave shall be taken after accrual and within the anniversary year during which the employee becomes entitled thereto, subject to the following exceptions:

- (1) Accrued vacation leave shall not be utilized during an employee's first 12 months of employment unless approved by the City Administrator or Mayor; nor shall such leave be in excess of the number of hours accrued at any time. The city shall not loan leave time in advance.
- (2) Vacation leave may be denied, postponed by the appropriate Department Director in the best interests of the city.
- (3) All vacation leave must have prior approval, in writing, by the Department Director and the City Administrator.
- (4) Use of vacation leave in excess of one hundred twenty (120) consecutive hours at one time shall be allowed only upon prior written approval of the City Administrator after consultation with the appropriate Director.
- (5) Unused vacation leave, to a maximum of eighty (80) hours, may be carried over up to one (1) year from the employee's anniversary date of the year in which accrued; provided, the requested carryover is approved in writing by the City Administrator after consultation with the appropriate Director. All other unused vacation leave, not including any vacation accrued during the current anniversary year, may be paid, at the employee's or City's request a cash payment based on the employee's rate of pay, at time of request multiplied by the employee's unused vacation leave hours. If the City should choose this option, they must give two pay periods notice of said payout to afford each employee time to receive financial advice.

10.06 In the event an employee's service is discontinued because of termination for cause or resignation in lieu of termination, the employee shall be paid a cash payment for the employee's unused vacation time at the employee's rate of pay calculated by averaging the last five (5) years rate of pay or the average of the last consecutive years of service if less than five (5) whichever is less.

10.07 Vacation leave shall be allowed and taken in whole hours with a fraction of an hour being counted as the next full hour subject to the conditions set forth above.

10.08 In the event an employee retires or resigns for a reason other than discipline or in lieu of termination then said employee shall be paid a cash payment for the employee's unused vacation time only, at the rate of pay at separation.

LONGEVITY PAY

SECTION 11

11.01 Longevity pay shall be paid in accordance with the following:

- (1) All covered employees hired on or before December 31, 2015, who have completed five (5) full calendar years of continuous service with the city shall be entitled to annual longevity payments according to the following schedule.

COMPLETED CALENDAR	
YEARS OF SERVICE	AMOUNT
5 years through 9 years	\$ 600.00
10 years through 14 years	\$ 900.00
15 years through 19 years	\$1,200.00
20 years through 24 years	\$1,500.00
25 years or more	\$1,800.00

- (2) All covered employees hired after January 1, 2016, shall not be eligible for longevity pay.

11.02 All such longevity pay shall be paid in a lump sum by the first pay period in February for the preceding calendar year.

OVERTIME COMPENSATION

SECTION 12

12.01 For purposes of this Section, "Actually Work" shall mean generally, a forty-to-fifty-hour (40 - 50) hour workweek for those employees referenced in this ordinance to which the employee is performing their duties; "Full shift" shall mean eight (8) hours of work. "Continuous time" shall begin when the employee starts work and shall be deemed interrupted by a lunch period. "Callout hours" shall mean unscheduled overtime only and does not include meetings, travel, or any other events which have been scheduled in advance prior to the end of said employee's regular shift end. Such compensation for unscheduled hours in addition to base pay shall be as follows:

- (1) For hours employees who are exempted per Section 1 above and are not regularly scheduled to work or for hours traveling to or from approved training or conferences when such travel occurs on other than regularly scheduled hours of work of continuous time after the employee has worked more than fifty (50) hours said employee shall be paid, at the rate of straight time for said extra hours. On call time, when not participating on an actual call/service run is not eligible to be counted toward the "actually worked" calculation. [NOTE: Temporarily, from Pay Period 8 through pay period 2618 of 2025](#) Supervisors and Assistant Supervisors

of the Sewer/Water Division shall accrue hour for hour comp over 40 hours actually worked. This provision shall sunset before the 19th pay period of 2025.

Exception: When the Police Chief and/or Assistant Police Chief work an OVI Taskforce project which is being paid by a reimbursable grant or work a special project for transportation projects which are being wholly reimbursed by another agency or company other than the City of Maumee they shall be paid at time and one half of their hourly rate after having worked at least fifty (50) hours in the same week in which the extra time was actually worked. Contract hours are not eligible to be counted toward the "actually worked" calculation up to 50 hours or accrual after 50 hours. Police Chief and Assistant Chief must actually work 40 hours in the week they are eligible for contract hours.

12.02 All employees exempted as per section 1 and 12.01 of this ordinance are considered salaried. However, they shall be eligible for overtime and/or compensatory time at straight time for all work performed over 50 hours in a week with a maximum accumulation of ~~two~~ three hundred (300~~250~~) hours. All such time must be approved prior to accumulation and/or payout by the appropriate Department Director. Any comp time off with pay be scheduled subject to the approval of the Department Director and further subject to the following conditions:

~~(4)~~—Compensatory time may be taken as time off, upon approval by the appropriate Director or City Administrator. An employee may request a payout for up to one half of their accrued compensatory time twice~~once~~ annually, within 6 months of the beginning of the fiscal year. The City reserves the right to pay out up to one half of the accrued compensatory time of any employee covered under this ordinance to avoid utilization or higher payout in subsequent years. If the City should choose this option, they must give two pay periods notice of said payout to afford each employee time to receive financial advice.

(1) Covered employees may flex their time only during the next four (4) week earned. Hours worked over 40 per week does not accrue or otherwise create leave time from week to week.

12.03 ~~Department of Public Service Supervisors and Assistant Supervisors shall be allowed a four (4) hour rest period after working fourteen (14) consecutive clock hours upon being appropriately relieved. The rest period may be extended to a maximum of eight (8) hours at the option of the employee upon being appropriately relieved.~~

~~Upon completion of the required 4-hour rest period, the employee shall report back to his regularly scheduled shift if the rest period falls within said regular shift. If pursuant to this section, a Supervisor or Assistant Supervisor is off for a portion of his regular shift, such employee will receive straight time wages for the portion of the shift that is the mandatory rest period and will be required to use available leave time to cover the rest period for any time exceeding four (4) hours.~~

ORDINANCE NO. 010- 2025

AN ORDINANCE AMENDING ORDINANCE 039-2024 SALARIES, COMPENSATION, BENEFITS, TERMS AND CONDITIONS OF EMPLOYMENT OF ADMINISTRATIVE SUPPORT PERSONNEL, IN PART, AND DECLARING AN EMERGENCY.

WHEREAS ORDINANCE 039-2024 was passed setting salaries, compensation, benefits, terms and conditions of employment for the Management and Supervisory Staff of the City of Maumee, Ohio;

WHEREAS, Council, finds adoption of the changes being proposed to be reasonable and in the best interests of the health safety and welfare of the citizens of Maumee in maintaining well-qualified, efficient and productive management and supervisory staff for certain City of Maumee employees.

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

SECTION 1. Council hereby finds and determines that it is immediately necessary to amend ORDINANCE 039-2024 in part as set forth in Exhibit A.

SECTION 2. The amendments to the salaries, compensation, benefits, terms and conditions of employment for the Administrative Support Personnel of the City of Maumee, Ohio are hereby adopted with attached "Exhibit A" effective March 24, 2025.

SECTION 3. STATUTORY CONSTRUCTION & SEVERABILITY.

(a) This Ordinance shall be construed so as not to conflict with applicable Maumee Code not modified herein, Federal or State of Ohio laws, rules, or regulations.

(b) In the event that a court or agency of competent jurisdiction holds that a Federal or State of Ohio law, rule, or regulation invalidates any clause, sentence, paragraph, or section of this Ordinance or the application thereof to any person or circumstances, it is the intent of the Ordinance that the court or agency sever such clause, sentence, paragraph, or section so that the remainder of this Ordinance remains in effect without the invalid provision or application, and to this end the provisions are severable..

SECTION 4. That all prior Codified Ordinances or Ordinances or provisions within such Codified Ordinances or Ordinances in conflict with the provisions of this Ordinance are hereby amended as set forth in Exhibit A.

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 and Section 121.22 of the Revised Code of Ohio.

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. The immediate emergency being declared to be as set forth in the preamble and the necessity of establishing salaries, compensation, benefits, terms and conditions of employment for the Management and Supervisory Staff of the City of Maumee, Ohio, that these changes need to be made before the start of the next fiscal year and to maintain a well-qualified, efficient and productive staff. Therefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

Motion to declare an emergency

Seconded

Yeas Nays

Motion to Pass Seconded

Yeas Nays

Passed as an emergency measure: March 17, 2025

Mayor.

ATTEST:

Municipal Clerk.

APPROVED AS TO FORM:

Law Director

Administrative Support Ordinance Revisions to 039-2024 Amended 12.17.2024

VACATION LEAVE

SECTION 10

10.01 Employees hired prior to December 31, 2008 shall be entitled to vacation leave as follows:

1 through 5 years of continuous service	-	80 hours
6 through 11 years of continuous service	-	120 hours
12 through 19 years of continuous service	-	160 hours
20 through 24 years of continuous service	-	200 hours
25 or more years of continuous service	-	240 hours

Employees hired on or after January 1, 2009, to December 31, 2020, shall be entitled to vacation leave as follows:

1 through 5 years of continuous service	-	80 hours
6 through 11 years of continuous service	-	120 hours
12 through 19 years of continuous service	-	160 hours
20 or more years of continuous service	-	200 hours

Employees hired on or after January 1, 2021, shall be entitled to vacation leave as follows:

1 through 5 years of continuous service	-	80 hours
6 through 11 years of continuous service	-	120 hours
12 or more years of continuous service	-	160 hours

10.02 Covered employees may have any prior service or experience with other employers, political subdivisions, special districts of the State of Ohio, or the State of Ohio recognized as continuous service for purposes of accrual of vacation leave unless granted and authorized by the Mayor or his or her designee. The Mayor or the City Administrator shall have the authority to grant additional vacation and benefits to accommodate experience and education. For purposes of this section hired means hired as a full-time employee. Part-time or volunteer service "hire date" shall not be utilized to determine hire date for purposes accruals.

10.03 Continuous service for purposes of the accrual of vacation leave of any employee shall not be deemed to have been interrupted by any period during which such employee was absent from employment on duly authorized paid leave or on any other absence from duty without pay for less than fifteen (15) days granted by the appropriate Department Director and the City Administrator. Continuous service will be deemed interrupted, and no compensatory or vacation time shall be accrued for the time that an employee is on administrative leave for a disciplinary matter or paid or unpaid administrative leave for other than an on-duty injury or duly processed medical leave.

10.04 Vacation leave shall accrue, as set forth in Section 10.01 above, for each completed full pay period in which the employee worked except for those on unpaid leave for more than fifteen (15) days. In order for an employee to accrue vacation leave, an employee must not be tardy or absent without pay for more than one (1) hour in a pay period unless the appropriate Department Director authorizes up to fifteen (15) days referred to in Section 10.03.

10.05 Such vacation leave shall be taken after accrual and within the anniversary year during which the employee becomes entitled thereto, subject to the following exceptions:

- (1) Accrued vacation leave shall not be utilized during an employee's first year of employment; nor shall such leave be in excess of the number of hours actually accrued at any time unless authorized by the Mayor or administrator.
- (2) Vacation leave may be denied or postponed by the appropriate Department Director, in the best interests of the city.
- (3) All vacation leave must have prior approval, in writing, by the Department Director.
- (4) Use of vacation leave in excess of one hundred twenty (120) consecutive hours shall be allowed only upon prior written approval by the City Administrator in consultation with the Mayor.
- (5) Unused vacation leave, to a maximum of eighty (80) hours, may be carried over up to one (1) year from the employee's anniversary date of the year in which accrued; provided, the requested carryover is approved in writing by the City Administrator. All other unused vacation leave, not including any vacation accrued during the current anniversary year, may be paid to the employee, at the employee's request, or by the City, in a cash payment based on the employee's rate of pay at the time of the request multiplied by the unused vacation leave hours. If the City should choose this option, the must give two pay periods notice of said payout to afford each employee time to receive financial advice.

10.06 In the event an employee's service is discontinued because of termination for cause or resignation in lieu of termination, the employee shall be paid a cash payment for the employee's unused vacation time at the employee's rate of pay calculated by averaging the last five (5) years rate of pay or the average of the last consecutive years of service if less than five (5) whichever is less. In the event an employee retires or resigns for a reason other than discipline or in lieu of termination then said employee shall be paid a cash payment for the employee's unused vacation time at the rate of pay at separation.

10.07 Vacation leave shall be allowed and taken in whole hours with a fraction of an hour being counted as the next full hour subject to the conditions set forth above.

10.08 In the event that an employee retires or resigns for a reason other than discipline or an agreement to leave in lieu of termination, then said employee shall be paid a cash payment for the employee's unused vacation time at the rate of pay at separation.

LEVEL 3 SNOW EMERGENCY

SECTION 11

11.01 Administrative Support personnel are not considered essential employees during Level 3 Snow Emergencies.

11.02 When a Level 3 Snow Emergency is declared in Lucas County, Administrative Support personnel shall not be required to report to work but will receive their normal rate of pay for any shift during their regularly scheduled hours of work provided said personnel are not off as a result of another paid or unpaid leave.

11.03 Snow days referred to herein shall not exceed sixteen (16) hours per calendar year unless otherwise authorized by the City Administrator in consultation with the Mayor. Any additional time shall be charged to available leave. Employees shall be expected to report to work their regularly scheduled shift following the rescission of such Level 3.

LONGEVITY PAY

SECTION 12

12.01 Longevity pay shall be paid in accordance with the following:

- (1) All covered employees hired on or before December 31, 2015, and have completed five (5) full calendar years of continuous service with the city shall be entitled to annual longevity payments according to the following schedule:
- (2)

COMPLETED CALENDAR YEARS OF SERVICE	AMOUNT
5 years through 9 years	\$ 600.00
10 years through 14 years	\$ 900.00
15 years through 19 years	\$1,200.00
20 years through 24 years	\$1,500.00
25 years or more	\$1,800.00

All covered employees hired after January 1, 2016 shall not be eligible for longevity pay.

12.02 The clock for continuous service begins upon hire to a full-time position, prior part time or volunteer service does not count toward continuous service. All such longevity pay shall be paid in a lump sum by the first pay period in February for preceding calendar year.

OVERTIME COMPENSATION

SECTION 13

13.01 All non-exempt employees covered by this Ordinance, shall receive compensation for hours worked in excess of forty (40) hours in a week. Department Directors must approve overtime in advance. Compensation for overtime hours shall be as follows:

- (1) For all hours which the employee works in excess of forty (40) hours in a week and/or for hours traveling to or from approved training or conferences when such

travel occurs on other than regularly scheduled hours of work at the rate of one hundred and fifty percent (150%) of base pay. However, the appropriate Department Director must approve overtime for travel.

Exempt/salaried employees shall receive compensation or compensatory time for hours worked in excess of forty-five (45) hours in a week. Compensation for overtime hours shall be paid or accrued at straight time. However, designated holidays shall be considered hours worked for the purpose of calculating compensatory time earned.

13.02 Covered employees shall receive time off with pay at the rate specified above; provided however, that any such time off with pay be scheduled subject to the approval of the Department Director and further subject to the following conditions:

- (1) Compensatory time may be accrued by an employee up to an amount not to exceed one hundred and sixty (160) hours at any one time. Any hours worked which would result in an excess of one hundred and sixty (160) hours, time shall be paid at 150% of base pay on the pay date for the pay period in which the hours were worked for non-exempt employees. Exempt employees will not receive overtime in exceedance of the one hundred sixty (160) hours of compensatory time at straight time herein mentioned
- (2) Compensatory time may be taken as time off, upon approval, or scheduled off provided no more than one hundred (100) hours of compensatory time can be utilized in a payroll year. An employee may request a payout for one half of their accrued compensatory time. The City reserves the right to pay out up to one half of the accrued compensatory time of any employee covered under this ordinance to avoid utilization or higher payout in subsequent years. If the City should choose this option, the must give two pay periods notice of said payout to afford each employee time to receive financial advice.

ORDINANCE NO. 011-2025

AN ORDINANCE AMENDING ORDINANCE 041-2024 SALARIES, COMPENSATION, BENEFITS, TERMS AND CONDITIONS OF EMPLOYMENT OF DIRECTORS, IN PART, AND DECLARING AN EMERGENCY.

WHEREAS ORDINANCE 041-2024 was passed setting salaries, compensation, benefits, terms and conditions of employment for the Directors of the City of Maumee, Ohio;

WHEREAS, Council, finds adoption of the changes being proposed to be reasonable and in the best interests of the health safety and welfare of the citizens of Maumee in maintaining well-qualified, efficient and productive directors for Maumee.

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

SECTION 1. Council hereby finds and determines that it is immediately necessary to amend ORDINANCE 041-2024 in part as set forth in Exhibit A.

SECTION 2. The amendments to the salaries, compensation, benefits, terms and conditions of employment for the Directors of the City of Maumee, Ohio are hereby adopted with attached "Exhibit A" effective March 24, 2025.

SECTION 3. STATUTORY CONSTRUCTION & SEVERABILITY.

(a) This Ordinance shall be construed so as not to conflict with applicable Maumee Code not modified herein, Federal or State of Ohio laws, rules, or regulations.

(b) In the event that a court or agency of competent jurisdiction holds that a Federal or State of Ohio law, rule, or regulation invalidates any clause, sentence, paragraph, or section of this Ordinance or the application thereof to any person or circumstances, it is the intent of the Ordinance that the court or agency sever such clause, sentence, paragraph, or section so that the remainder of this Ordinance remains in effect without the invalid provision or application, and to this end the provisions are severable..

SECTION 4. That all prior Codified Ordinances or Ordinances or provisions within such Codified Ordinances or Ordinances in conflict with the provisions of this Ordinance are hereby amended as set forth in Exhibit A.

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 and Section 121.22 of the Revised Code of Ohio.

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. The immediate emergency being declared to be as set forth in the preamble and the necessity of establishing salaries, compensation, benefits, terms and conditions of employment for the Management and Supervisory Staff of the City of Maumee, Ohio, that these changes need to be made before the start of the next fiscal year and to maintain a well-qualified, efficient and productive staff. Therefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

Motion to declare an emergency Seconded

Yeas Nays

Motion to Pass Seconded

Yeas Nays

Passed as an emergency measure: March 17,2025

Mayor.

ATTEST:

Municipal Clerk.

APPROVED AS TO FORM:

Law Director

HOURS OF WORK

SECTION 1

1.01 Generally, the average hours of work for Directors shall be eighty to ninety, (80- 90) hours per pay period, but the salaries set forth below shall encompass all hours of work for Directors regardless of the actual number of hours of work required.

Department Directors nor the City Administrator shall be eligible for paid overtime compensation. However, Directors and Administrator shall be allowed to accumulate compensatory time at straight time for all hours worked exceeding fifty- five (55) hours in a week. However, designated holidays shall be considered hours worked for the purpose of calculating compensatory time. Total accumulation shall not exceed four hundred sixty (460) hours unless designated by separate contract. An employee may request a payout for up to one half of their accrued compensatory and/or sick time twice annually The City reserves the right to pay out up to one half of the accrued compensatory time of any employee covered under this ordinance to avoid utilization or higher payout in subsequent years. To the extent the City chooses this option they will provide a two pay period notice to the affected employee to seek financial advice.

RESOLUTION NO. 008 -2025

A RESOLUTION AUTHORIZING EXPENDITURE OF PUBLIC FUNDS FOR
MAUMEE SENIORS INC.

WHEREAS, the City of Maumee has financially supported Maumee Seniors Inc. located within the City of Maumee and has provided a building for the use by the Senior Center located at 2430 S. Detroit Avenue in Maumee;

WHEREAS, the Finance Committee met and recommended approval by Council of the request made by the Maumee Senior Center;

WHEREAS, the City Council of the City of Maumee wishes to appropriate and provide, if necessary, limited funds and other resources in support of this entity in 2025 and finds that the expenditure of funds for this entity would be for a public purpose as defined by Ohio law; that the expenditure would be for the general good of the residents of the City of Maumee; promotes the public health and general welfare of the City of Maumee; and serves a public purpose by providing additional resources for the operation of this entity;

WHEREAS, guidelines have been established to ensure proper information is provided by Maumee Seniors Inc. for proper expenditure of these funds and proper accounting for use of these funds and that Maumee Seniors Inc. is in compliance with City of Maumee Ordinances, City of Maumee policy and guidelines for charitable organizations and State and Federal Law;

WHEREAS, the Finance Director and or City Administrator are hereby authorized to withhold said funds or require repayment of said funds if not appropriately spent or accounted for by Maumee Seniors Inc.;

WHEREAS, the provisions of funds for any organization in future years shall continue to be evaluated and determined by council in future years.

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

SECTION 1. That the City Council of the City of Maumee, Ohio, hereby authorizes the Finance Director to provide funds for Maumee Seniors Inc., in 2025, in an amount not to exceed the request of \$62,733.64 made by Maumee Seniors Inc. The Finance Director is also authorized to make indirect support in the amount of \$15,000 for elevator maintenance, fire suppression monitoring, and other general building maintenance. The Administrator is also authorized to provide use of the property located at 2430 S. Detroit Avenue in Maumee for use by the Senior Center with an approximate rental value of \$300,000 per year. The use of the funds and property provided shall be in accordance with Ohio law, the conditions set forth herein, and the guidelines adopted by the law director for expenditure of said funds and the conduct of the organization receiving any funds.

SECTION 2. If any section, phrase, sentence, or portion of this Resolution is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed

a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

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

MOTION TO WAIVE THREE READINGS:

Second:

Yeas: Nays:

Motion to Pass:

Second:

Yeas: Nays:

Passed: March 17, 2025.

Mayor.

ATTEST:

Municipal Clerk.

Approved as to form by:

Law Director.