

Personnel Committee Meeting
June 6, 2024

Present were Scott Noonan, Committee Chair; Phil Leinbach and Gabe Barrow, Committee Members; Patrick Burtch, City Administrator; Nancy Gagnet, Public Information Officer, Gina Schell, Assistant City Administrator; Alan Lehenbauer, Law Director; and Kasey Van Wormer, Municipal Clerk.

The meeting commenced at 704am with Mr. Noonan addressing the purpose of the meeting as the two new positions being proposed for the Maumee Indoor Theater. Job descriptions were reviewed along with the anticipated responsibilities of each, noting who was doing what currently. Discussions continued around the benefits of the new positions as well as budget deficits, noting current budget projections and the public good of the theater operations.

Mr. Leinbach moved for the personnel committee to recommend the two proposed positions to City Council, Mr. Barrow seconded the motion. All in favor; 3 voting yea so the motion was carried.

Mr. Barrow moved to adjourn the meeting. Mr. Leinbach seconded the motion. All in favor and meeting adjourned at 716am.

LICENSE AGREEMENT FOR USE OF PORTION OF CITY OF MAUMEE PROPERTY

THIS REVOCABLE LICENSE AGREEMENT ("Agreement") is made and entered into effective as of December 15, 2023 ("Effective Date"), by and between the City of Maumee, Lucas County Ohio ("Licensor"), and Angelo Maxim and Rositsa Hristova ("Licensees"). Licensees and Licensor are referred to collectively below as the "Parties."

Whereas, Licensees own real property located at 1150 River Road, in the City of Maumee, Lucas County Ohio, as set forth in Exhibit A attached hereto;

Whereas the City of Maumee owns a road right of way over a portion of said real property owned by Licensees;

Whereas Licensees are in the process of constructing a parking area for ADA accessibility to their property;

Whereas Licensor, City of Maumee has agreed to grant Licensee a revocable license so it can install a lateral parking space for said accessibility purposes, a portion of which will be in the City of Maumee right of way, subject to the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing recitals, which are hereby incorporated into this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Grant of Revocable License. Subject to the terms and General Conditions set forth in this Agreement, Licensor hereby grants to Licensees a revocable license for the Term of this Agreement to use that portion of Licensor's Property and the right of way located along the northerly portion of the real property owned by Licensees as set forth on Exhibit A and as shown on the drawing, attached hereto as Exhibit B, for the sole purpose of installing and maintaining a lateral parking spot in the 19 foot by 9 foot rectangular area depicted on Exhibit B which is approximately 8 feet from the edge of River Road. The license area will be that same 19 foot by 9 foot rectangular area as set forth in Exhibit B.

2. Term. This License shall be for a term of fifteen (15) years. This License shall automatically be renewed for an additional one (1) year term upon each anniversary of the Effective Date unless a Party provides notice of its intent not to renew at least ninety (90) days prior to the end of the then current term.

3. GENERAL CONDITIONS

- A. COMPLIANCE. Any use made of property affected by the license, and any construction, maintenance, repair, or other work performed thereon by the licensees, including the installation of the parking area shall be accomplished in a manner satisfactory to the City of Maumee.
- B. STRUCTURES. The licensees shall not place or construct upon, over or under the property subject to this license, any additional installations or structures of any kind or character, except such as are specifically authorized herein.
- C. LAWS AND ORDINANCES. In the exercise of any privilege granted by this license, licensees shall comply with all applicable federal, state, local government, and municipal laws, statutes, ordinances, rules, regulations, codes, and other such requirements (*collectively, Laws*). Licensees shall apply, pay for, and obtain all required licenses and permits, including without limitation licenses and permits for construction of said parking area.
- D. SANITARY CONDITIONS. Since this license gives possession of City of Maumee property, the licensees shall at all times keep the licensed property in a sanitary condition satisfactory to the City of Maumee
- E. DAMAGE. Except as may be otherwise provided by the Special Conditions above, no City of Maumee property shall be destroyed, displaced, or damaged by the licensees in the exercise of the privilege granted by this license without the prior written consent of the City of Maumee and the express agreement of the licensee promptly to replace, return, repair and restore any such property to a condition satisfactory to the City of Maumee upon demand.
- F. INDEMNIFICATION. The licensees shall indemnify and save harmless the City of Maumee, its agents, and employees against any and all loss, damage, claim, or liability whatsoever, due to personal injury or death, or damage to property of others directly or indirectly due to the exercise by the licensees of the privilege granted by this license, or any other act or omission of the licensee, including failure to comply with the obligations of said license.
- G. STORAGE. Any City of Maumee property which must be removed to permit exercise of the privilege granted by this license shall be stored, relocated or removed from the site, and returned to its original location upon termination of this license, at the sole cost and expense of the licensee, as directed by the City of Maumee.
- H. OPERATION. The licensees shall confine activities on the property strictly to those necessary for the enjoyment of the privilege hereby licensed and shall refrain from marring or impairing the appearance of other City of Maumee, property except for the parking area including obstructing access thereto, interfering with the City of Maumee water and or sewer lines, any underground utilities, interfering with the City of Maumee business and the convenience of the public, or jeopardizing the safety of persons or property, or causing justifiable public criticism.
- I. NOTICE. Any unauthorized property of the licensees installed or located on the property affected by the license shall be removed upon thirty days written notice from the City of Maumee.

- j. EXPENSE. Any cost, expense or liability connected with or in any manner incident to the granting, exercise, enjoyment, or relinquishment of this license shall be assumed and discharged by the licensees.
- k. FUTURE REQUIREMENTS. The licensees shall promptly comply with such further conditions and requirements as the City of Maumee may hereafter prescribe.
- l. ATTEMPTED VARIATIONS. There shall be no variation or departure from the terms of this license without prior written consent of the City of Maumee.

4. Title to Licensors' Property. Licensees expressly acknowledge and agree that Licensor has good and sufficient title to the Licensors' Property, including but not limited to that portion that is shown on the Plan for the installation of the parking area. Licensees acknowledge that Licensor's Property is taken "As Is" and "With All Faults." Licensees further acknowledge and agree that the license granted herein is permissive in nature, and Licensees waive any and all claims of whatsoever kind or character, including but not limited to claims of adverse possession, to any interest in Licensor's Property arising from or relating in any way to the license granted herein. This Agreement is expressly granted with the understanding that the licensed use shall not constitute adverse possession of any portion of Licensor's Property. This Agreement shall not in any way limit Licensor's ability to license or otherwise dispose of land not subject to the terms of this Agreement. The provisions of this paragraph shall survive the termination of this Agreement.

5. Indemnification by Licensees. Licensees agree to defend, hold harmless, and indemnify the Licensor and its enterprises, officers, employees, and agents, from any and all claims and liability, including reasonable attorney's fees and costs, for injuries, or damages to any person, arising in any way related to this License Agreement, or any default or breach of any term of this Agreement by Licensee. Licensees hereby acknowledge and agree that damage may occur to the parking area, either naturally or unnaturally, and that neither Licensor nor its successors or assigns shall have any liability, therefore. Licensees further agree that it shall properly supervise and monitor the installation, use and maintenance of the parking area. Licensees shall not do anything that may cause liability or harm to any person or property by reason of the installation, use or maintenance of the parking area. The provisions of this paragraph shall survive the termination of this Agreement.

6. Severability. It is the express intent of the Parties that all the provisions of this Agreement be given full force and effect as written. Should any judicial determination be made that any provision(s) of this Agreement is unenforceable for any reason, all remaining provisions of this Agreement shall remain in full force and effect as written.

7. Governing Law, Construction of Agreement, and Venue. The interpretation and enforcement of this Agreement shall be governed by the laws of the State of Ohio. The Parties acknowledge that this Agreement was produced by arms-length negotiation between sophisticated parties with equal bargaining power. The Parties agree that the rule of construction that any ambiguities are to be construed against the drafting party shall not be employed in any interpretation of this Agreement. The provisions of this paragraph shall survive the termination of this Agreement.

Venue for any action arising under this Agreement or for the enforcement of this Agreement shall be in a state court with jurisdiction located in Lucas County ,Ohio.

8. Liability of the Licensor. Nothing in this Agreement is intended, nor should it be construed, to create any rights, claims, or benefits or assume any liability for or on behalf of any third party, or to waive any immunities or limitations conferred under federal or state law, including but not limited to the Ohio Governmental Immunity Act. Nothing herein shall constitute, nor deemed to constitute, the creation of a debt or multiyear fiscal obligation or an obligation of future appropriations by the City Council of Maumee, Ohio, contrary to any constitutional, statutory or charter debt limitation.

9. Binding Effect. This Agreement binds and inures to the benefit of the Parties and their respective heirs, successors, assigns, representatives, agents, employees, and any person or entity claiming by or through them. The provisions of this paragraph shall survive the termination of this Agreement.

10. Entire Agreement; Attorneys' Fees. This Agreement constitutes the complete and entire agreement between the Parties and supersedes all prior written or oral negotiations, representations or agreements between the Parties as to the subject matter of this Agreement. The terms of this Agreement may not be modified except by a writing signed by all of the Parties. In any dispute, conflict, legal action or other proceeding arising out of, or brought to construe or enforce any of the provisions of, this Agreement, the prevailing party shall be entitled to recover its costs and attorneys' fees from the non-prevailing party. The provisions of this paragraph shall survive the termination of this Agreement.

11. Counterparts; Signatures. The parties hereto agree that: (a) this Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute one and the same instrument, and that executed counterpart originals shall be satisfactory for purposes of enforcing this Agreement; and (b) original signatures transmitted via facsimile or electronic mail (i.e., .pdf signatures) shall be acceptable for purposes of executing and enforcing this Agreement. If counterpart originals are executed and/or original signatures are transmitted by facsimile or by electronic mail, the parties hereto shall endeavor in good faith to deliver to each other executed counterpart originals within fifteen (15) days after the Effective Date.

WHEREAS, Licensor and Licensees have executed this agreement on the day of December 2023.

LICENSOR:

CITY OF MAUMEE, an Ohio Municipal Corporation

By: _____

Patrick Burtch

Its: Administrator

LICENSEES:

Angelo Maxim

Rositsa Hristova

State of Ohio, County of Lucas } ss.

The foregoing instrument was acknowledged before me this day of December 2023 by PATRICK BURTCH, Administrator, of CITY OF MAUMEE, an Ohio Municipal Corporation, on behalf of the City of Maumee.

Notary Public

State of Ohio, County of Lucas } ss.

The foregoing instrument was acknowledged before me this day of December 2023 by Angelo Maxim and Rositsa Hristova, Licensees.

Notary Public

EXHIBIT A

Lot number six (6) in the Replat of Blocks nine (9) and ten (I O), and Water Lots seven (7), eight (8), nine (9), ten (10), eleven (I I) and parts of Water Lots six (6) and twelve (12) in Wolcott's Addition to the City of Maumee, Lucas County, Ohio, according to the plat thereof recorded in Volume 37 of Plats, page 24.

TD 36-22657

1150 River Rd. Maumee, OH 43537

EXHIBIT B

Rough sketch of the proposed driveway with added parking.





MEMO TO: Mayor and City Councilmembers

FROM: Patrick Burtch, City Administrator

DATE: June 10, 2024

SUBJECT: St. Joseph's Parish party welcoming the Mercedarian Sisters

Recommendation:

Authorize a request by St. Joseph's Catholic Church to close the 100 block of West Broadway between Conant and Allen St in front of St. Joseph's Church on Sunday, August 18th between 10am and 4 pm for the purpose of a parish-wide party welcoming the Mercedarian Sister to Maumee.



June 5, 2024

Dear Maumee City Council:

We are seeking permission to close the 100 block of West Broadway (between Conant and Allen St.) in front of St. Joseph Church between 10:00 a.m. and 4:00 p.m. on Sunday, August 18th, for a parish-wide party to welcome the Mercedarian Sisters to Maumee and to our parish community. The party runs from noon until 3 p.m. We will have inflatables, children's games and tables/chairs in the street.

There will be someone on hand to move the barricades in the event an emergency vehicle needs to pass.

Please contact me if you have any questions or concerns. Thank you for your consideration!

Blessings,

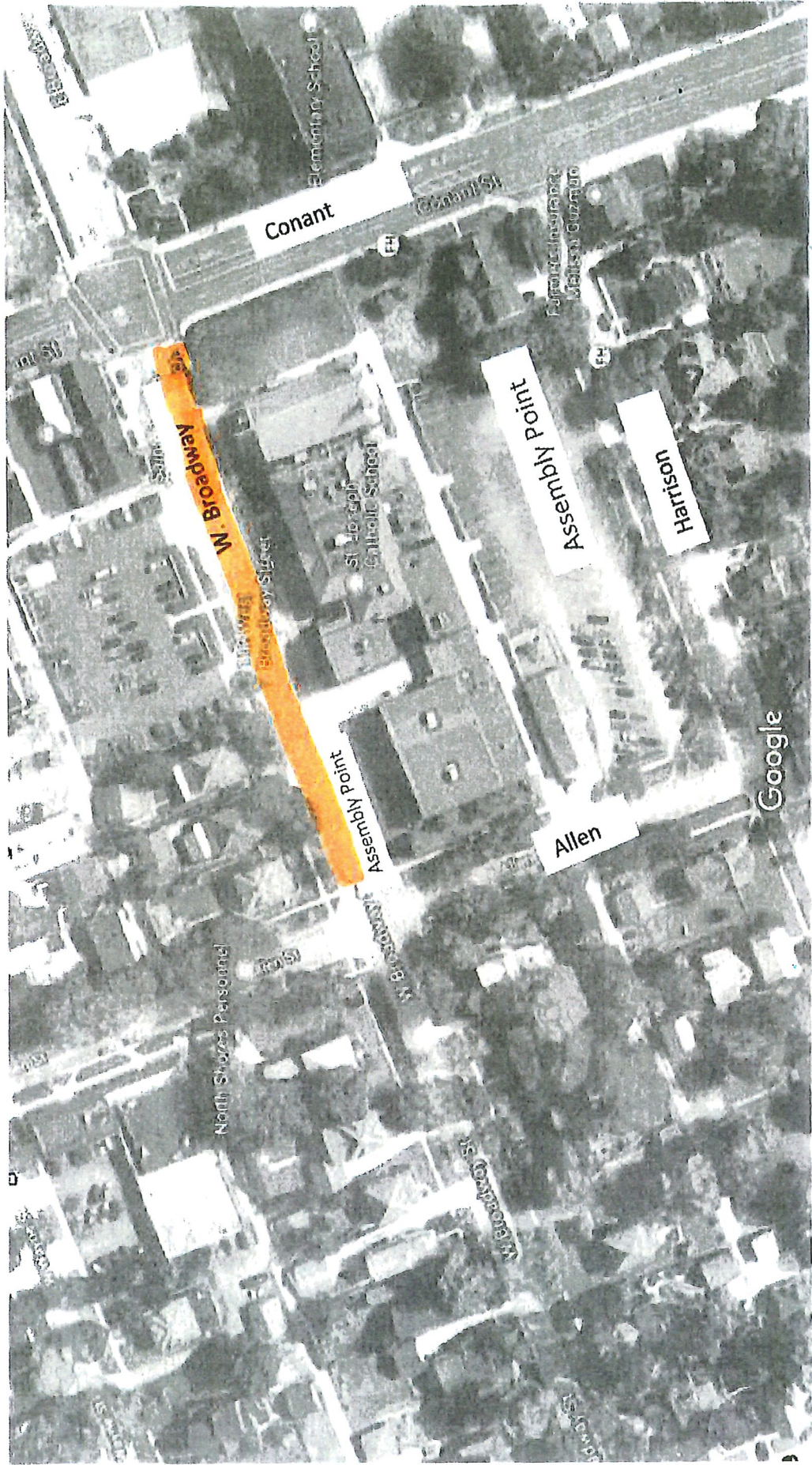
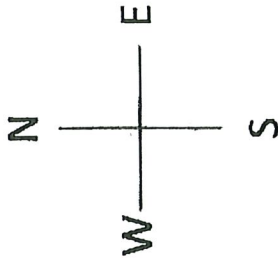
Fr. Eric Schild
Pastor, St. Joseph Catholic Church
(419) 893-4848
Eric.schild@stjosephmaumee.org

St. Joseph Catholic School
Lower Level
112 W. Broadway
Maumee, OH 43537
419-893-3304
419-870-2277
#059089

Key:



Fire Hydrant





MEMO TO: Mayor and City Councilmembers

FROM: Personnel Committee

DATE: June 10, 2024

SUBJECT: Approval of positions of Theater Administrative and Event Assistant and Theater Technical Assistant (PT)

Recommendation:

Approve the positions of Theater Administrative and Event Assistant and Theater Technical Assistant (PT).

City of Maumee

POSITION DESCRIPTION

POSITION TITLE: Administrative and Events Assistant
CLASSIFICATION: Exempt

DEPARTMENT: Recreation - Theater
APPROVED BY:

REPORTING RELATIONSHIPS

POSITION REPORTS TO: Supervisor of Theater Operations, City Administrator

POSITIONS SUPERVISED: Theater Technician, Crew Leaders, Concessions

POSITION PURPOSE

Coordinates Maumee Indoor Theater operations and events to ensure efficiency. Provides clerical support when needed to the department. Prepares reports, contracts, agreements, inventory orders, event outlines, schedules, from meetings for the Maumee Indoor Theater and processes invoices for departmental services. Maintains and improves file system to include searching and retrieving information. Develop and maintain new employee training outlines with the Human Resources Manager. Assist with the management and updates to the City of Maumee Indoor Theater website. Manage financial tasks related to bank deposits and change orders.

ESSENTIAL FUNCTIONS AND BASIC DUTIES

1. **Assumes responsibility for the efficient operations Maumee Indoor Theater administrative services which includes but is not limited to, concessions, events, maintenance, and customer service.**
 - a. Assists in developing inventory tracking procedures that can be linked into the Theater department programs such as Office and Square.
 - b. Monitors Theater contracts when assigned; prepares routine concessions inventory orders, a variety of equipment reports, event contracts, correspondences, and other related documents utilizing various software programs.
 - c. Assists in monitoring budget, revenues and expenditures for the department including daily concessions and ticketing, event payments, and equipment ordering.
 - d. Fully understand, maintain, and implement all reporting programs for the department to include Square, Wix, SimpleTix, Office, homepage, and Canva.
 - e. Assist the Supervisor of Theater Operations and Technical Assistant with theater technical equipment inventory, maintenance needs, event use liability forms, and storage.
 - f. Assists Supervisor of Theater Operations with coordinating venue consultations and inspections with potential clients, vendors, and building maintenance departments.
 - g. Develops contract documentation and processes according to theater operations guide as required. Maintains records to include renters' insurance and permit documents as needed.
 - h. Aids in customer management and record retention.
 - i. Assists in the preparation of the department's annual report.
3. **Assumes responsibility for establishing and maintaining effective communication and coordination with city personnel, management, and customers.**
 - a. Assists and supports related departments as required.
 - b. Meets with customers or contractors to resolve complaints and concerns.
 - c. Keeps management informed of department activities and of any significant concerns.
 - d. Attends meetings dealing with building inspection related issues as needed.
4. **Assumes responsibility for related duties as required or assigned.**
 - a. Performs assigned administrative duties; prepares and maintains accurate records and reports.
 - b. Maintains and increases knowledge and skills through attendance at meetings, conferences, and training sessions.

c. Performs additional duties and assignments as requested.

PERFORMANCE MEASUREMENTS

1. The city is professionally represented to the public.
 2. Good relations are established and maintained with contractors, the citizens of the city and co-workers.
 3. Excellent communication and coordination exist with departmental personnel and with management. Assistance is provided as needed. Management is appropriately informed.
-

QUALIFICATIONS

EDUCATION/CERTIFICATION: Bachelor's degree or related field experience. One (1) year of experience dealing with administrative duties, AND four (4) years of documented customer service experience. Must possess a valid driver's license with the State of Ohio and meet the insurability requirements for the City of Maumee.

REQUIRED KNOWLEDGE: Knowledge of city practices and procedures.
Proficient skills in office/city software programs to include software such as excel, word, square, etc.
Knowledge of documents and their proper format.
Knowledge of theater policies and procedures.

EXPERIENCE REQUIRED:

SKILLS/ABILITIES: Able to communicate effectively, both orally and in writing.
Able to define problems, gather data, establish facts, draw conclusions, and prepare reports.
Able to apply principles to solve practical everyday problems.
Able to deal with a variety of variables in an unfamiliar context.
Able to work as part of a group and cooperate with co-workers on group projects or work alone.
Must be able to manage sensitive inquiries and maintain confidentiality.
Ability to learn and practically apply specific sections of the Ohio Revised Code and/or city ordinances, and procedures governing the functions of the department and the city.
Good organizational and follow-through skills.

PHYSICAL ACTIVITIES AND REQUIREMENTS OF THIS POSITION

WORKING CONDITIONS: No hazardous or significantly unpleasant conditions.

PHYSICAL STRENGTH: Moderate physical work; sitting half of the time, moving tables, chairs
Speakers, microphones, risers, and other stage set up as needed.
May need to use standard ladder at times. Exerts up to 50 lbs. of force occasionally.

INTENT AND FUNCTION OF JOB DESCRIPTIONS

Job descriptions assist organizations in ensuring that the hiring process is fairly administered and that qualified employees are selected. They are also essential to an effective appraisal system and related promotion, transfer, layoff, and termination decisions. Well-constructed job descriptions are an integral part of any effective compensation system.

All descriptions have been reviewed to ensure that only essential functions and basic duties have been included. Peripheral tasks, only incidentally related to each position, have been excluded. Requirements, skills, and abilities included have been determined to be the minimal standards required to successfully perform the positions. In no instance, however, should the duties, responsibilities, and requirements delineated be interpreted as all-inclusive. Supervisors may assign additional functions and requirements as deemed appropriate.

In accordance with the Americans with Disabilities Act, it is possible that requirements may be modified to accommodate disabled individuals. However, no accommodation will be made which may pose serious health or safety risks to the employee or others or which imposes undue hardships on the city.

Job descriptions are not intended as and do not create contracts. The city maintains its status as an at will employer and, accordingly, may terminate an employee for any reason not prohibited by law, unless such status as applied to a particular employee is modified by a collective bargaining agreement or the rules and regulations of the Civil Service Commission of the city.

Employee Name

Date

Employee Signature

City of Maumee

POSITION DESCRIPTION

POSITION TITLE: Theater Technician
CLASSIFICATION: Exempt

DEPARTMENT: Recreation - Theater
APPROVED BY:

REPORTING RELATIONSHIPS

POSITION REPORTS TO: SUPERVISOR OF THEATER OPERATIONS, THEATER ADMINISTRATIVE AND EVENTS ASSISTANT

POSITIONS SUPERVISED: None

POSITION PURPOSE

Operate and Maintain Theater Technical equipment; including but not limited to, microphones, speakers, stage light fixtures, sound and lighting boards and software, theatrical design and set up, and projection equipment.

ESSENTIAL FUNCTIONS AND BASIC DUTIES

Theater Technician

- Receives trouble calls on equipment and diagnoses problems.
- Monitors use of theater technical equipment, including but not limited to microphones, speakers, stage fixtures, curtains, screens, cables, connectors, and projection equipment.
- Performs local and remote testing on equipment, including running computer programs to diagnose faults.
- Performs equipment repair, builds cables, replaces boards and components to identify or remedy failures.
- Performs all functions required to prepare and install microphones and related equipment, including connections to the sound and lighting boards and dimmer switches.
- Assists in preparation and installation of software for lighting and sound devices.
- Assists in the diagnosis and resolution of software problems.
- Prepares and coordinates sending equipment out for repair.
- Evaluates requests for theater technical services, develops lighting and sound proposals, and recommends new applications as needed.
- Implements systems and provides oversight for ongoing maintenance and enhancements.
- Trains users in the basic operation and maintenance of microphones, speakers, and related components.
- Operates other technical related equipment such as lighting fixtures, spotlights, auxiliary sound equipment, stage trusses and curtains, etc.
- Performs miscellaneous functions as required, including (but not limited to) calling vendors to report/resolve problems, assisting with demonstrations and site preparations, assisting in changing microphone and speaker location, and assisting electricians in determining necessary wiring changes.
- Provide support for live events loading and unloading equipment, aiding in the set-up of stage sets, props, etc.
- Troubleshoot light, sound, and a/v connectivity issues.
- Monitor network hardware and provide configuration changes as necessary.
- Project assignment as deemed necessary.

QUALIFICATIONS

EDUCATION/CERTIFICATION: Associate degree theater related field or equivalent. Certifications in stage management/light design/audio engineering a plus.

REQUIRED KNOWLEDGE: The individual must possess exceptional problem-solving skills. Additionally, they must possess excellent interpersonal skills as well as be extremely organized and able to juggle multiple projects at once. Must have experience working on stage lights, microphones, computers, stage set design, and inventory maintenance. Valid driver's license.

EXPERIENCE REQUIRED:

SKILLS/ABILITIES:

- Well organized.
- Strong interpersonal skills and able to work well with others.
- Excellent problem-solving abilities.
- Strong communication and organizational skills.
- Ability to instruct and train staff.
- Ability to analyze and resolve situations and problems.
- Ability to interpret documents such as safety rules, operations and maintenance instructions, and procedure manuals.
- Ability to interpret professional periodicals and journals, technical procedures and government regulations.

PHYSICAL ACTIVITIES AND REQUIREMENTS OF THIS POSITION

TALKING: Able to frequently convey detailed or important instructions or ideas accurately and quickly.
HEARING: Able to receive ordinary information and communicate effectively.
REPETITIVE MOTION: Movements frequently and regularly required using the wrists, hands, and/or fingers.
VISUAL ABILITIES: Average, ordinary, visual acuity necessary to prepare or inspect documents or products, or operate machinery.
PHYSICAL STRENGTH: Use network tools and equipment, climb a ladder, occasionally lift up to 50 pounds.

WORKING CONDITIONS: No hazardous or significantly unpleasant conditions.

MENTAL ACTIVITIES AND REQUIREMENTS OF THIS POSITION

REASONING ABILITY: Able to deal with a variety of variables under only limited standardization.
Able to interpret various instructions.
MATHEMATICS ABILITY: Able to perform simple mathematical calculations.
LANGUAGE ABILITY: Able to read and prepare a variety of reports and business correspondence.
Able to communicate effectively with a wide audience.

INTENT AND FUNCTION OF JOB DESCRIPTIONS

Job descriptions assist organizations in ensuring that the hiring process is fairly administered and that qualified employees are selected. They are also essential to an effective appraisal system and related promotion, transfer, layoff, and termination decisions. Well-constructed job descriptions are an integral part of any effective compensation system.

All descriptions have been reviewed to ensure that only essential functions and basic duties have been included. Peripheral tasks, only incidentally related to each position, have been excluded. Requirements, skills, and abilities included have been determined to be the minimal standards required to successfully perform the positions. In no instance, however, should the duties, responsibilities, and requirements delineated be interpreted as all inclusive. Additional functions and requirements may be assigned by supervisors as deemed appropriate.

In accordance with the Americans with Disabilities Act, it is possible that requirements may be modified to reasonably accommodate disabled individuals. However, no accommodation will be made which may pose serious health or safety risks to the employee or others or which impose undue hardships on the city.

Job descriptions are not intended as and do not create contracts. The City maintains its status as an at will employer and, accordingly, may terminate an employee for any reason not prohibited by law, unless such status as applied to a particular employee is modified by a collective bargaining agreement or the rules and regulations of the Civil Service Commission of the City.

Employee name

Date

Employee signature

ORDINANCE NO. 015 - 2024

AN ORDINANCE TO AMEND SECTION XIII UTILITY RATES AND FEES AND ORDINANCE 031-2022
AND ANY OTHER RELATED ORDINANCE AND ADOPTING NEW UTILITY RATES AND FEES

WHEREAS, the Rates and Fees for the Division of Water need to be updated to reflect costs of providing services to water customers;

WHEREAS, the Finance Committee has reviewed the changes to the rates and fee schedule set forth herein and has recommended its adoption by City Council;

WHEREAS, some of the current fees do not reflect the cost to the City of Maumee for water which were increased and increased costs for the sewer system;

WHEREAS it is necessary to immediately update these rates and fees.

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 Section XII of Ordinance 031-2022, and any other ordinance or fee schedule which has adopted the fees set forth herein, and adopts the Rates and Fees set forth below, and adds the language below to the Maumee Rates and Fee Schedule:

SECTION XIII. UTILITY RATES & FEES.

(A) Property owner shall also be responsible for all water and sewer charges incurred.

(B) Water Rates

(1) Effective will bills due after July 1, 2024:

(a) \$13.36 per 1,000 gallons

(b) Beginning with bills due 1/1/25-12/31/25 at a rate of \$15.17/per 1,000 gallons

(c) Beginning with bills due 1/1/26-12/31/26 at a rate of \$16.14/per 1,000 gallons

(d) Beginning with bills due 1/1/27-12/31/27 at a rate of \$17.19/per 1,000 gallons

(e) Beginning with bills due 1/1/28-12/31/28 at a rate of \$17.93/per 1,000 gallons

(f) Beginning with bills due 1/1/29-12/31/29 at a rate of \$18.92/per 1,000 gallons

(3) Effective 8/1/2021 -A readiness to serve capital charge constituting 6,000 gallons per quarter for all single family residential units shall be charged. All other user's readiness to serve capital charge and tap fees are based on Residential Equivalent Unit (REU) as per #4 below.

(4) All tap charges and readiness to serve capital charge shall be calculated based on a Residential Equivalent Unit (REU) compiled by and approved by City Administration.

(C) Fire Service Charge.

Owners of private fire hydrants attached to City water distribution system shall pay a fire hydrant rental of ten dollars (\$20.00) per month per hydrant to the Water Fund. Where fire mains are connected to the City water system, a charge of six dollars (\$6.00) monthly per inch of diameter of such mains shall be made.

Sanitary Sewer Rates – Sanitary Sewer charges shall be based on the quantity of water used, or

estimated, or metered sanitary sewer discharged.

(2) Effective will bills due after July 1, 2024:

(a) \$17.01 per 1,000 gallons

(b) Beginning with bills due 1/1/25-12/31/25 at a rate of \$21.26/per 1,000 gallons

(c) Beginning with bills due 1/1/26-12/31/26 at a rate of \$24.66/per 1,000 gallons

(d) Beginning with bills due 1/1/27-12/31/27 at a rate of \$26.64/per 1,000 gallons

(e) Beginning with bills due 1/1/28-12/31/28 at a rate of \$28.77/per 1,000 gallons

(f) Beginning with bills due 1/1/29-12/31/29 at a rate of \$31.07/per 1,000 gallons

(3) Effective 8/1/2021 -A readiness to serve capital charge constituting 6,000 gallons per quarter for all single family residential units shall be charged. All other readiness to serve capital charge and tap fees are based on Residential Equivalent Unit (REU) as per #4 below.

(4) All tap charges and readiness to serve capital charges shall be calculated based on a Residential Equivalent Unit (REU) compiled by and approved by City Administration.

(5) All Commercial, Industrial, and other publicly owned property whose sanitary discharge is determined to include storm water shall pay an additional seven dollars (\$7.00) per 1,000 gallons on metered usage by water meter or sanitary flow meter, whichever is highest.

(D) Starting January 1, 2023, there will be a Senior Citizen/Disability Discount Program of ten dollars (\$10.00) per quarter on Water and Sewer billing for residential customers who own their residence. This is offered to individuals sixty-five (65) years of age and older and adult property owners with a disability as determined by Social Security. The individual applying must own the residence, have a current or new water account with Maumee, and meet household income requirements for said discount. Residential Customers must complete the discount application each year with proof of residency, household income and/or a copy of the social security disability award if applicable. Official forms, such as Driver's License, State ID, or other forms will have to be provided for verification to receive the ten dollar (\$10.00) discount. The household income requirements for each year of this program will be based upon the most current U.S. Department of Housing and Urban Development (HUD) Adjusted Home Income limits, for the Toledo Ohio Metropolitan Statistical Area, for sixty percent 60% of the adjusted home income, which said limits may change annually.

The Finance Director and/or City Administrator is hereby authorized to adjust the household income requirements for future years based upon then current HUD Guidelines for 60% of adjusted home income, as new income limits are established by HUD.

(E) City Facilities – City facilities are not subject to Water and Sewer charges. However, all usage is metered for the purposes of accountability.

(F) Utility Line Inspections – Fees for utility line inspections shall be determined and computed By the Director of Public Service based upon estimated actual cost to the City.

SECTION 2. Prior Ordinances adopting the Rates and Fees as set forth herein that are not in conflict with this Ordinance or are not modified herein are readopted as part of this Ordinance.

SECTION 3. That all prior Ordinances, including Ordinance 031-2022, and any other resolution, rule or schedules of rates and fees in conflict with the provisions of this Ordinance are hereby repealed and the fees and other requirements set forth herein are adopted and shall control over any conflicting Ordinance, resolution, rule, or fee schedule.

SECTION 4. 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. This Ordinance shall go into effect at the earliest time allowed by the Maumee Charter.

First Reading May 6, 2024

Second Reading May 20, 2024

Motion to Pass:

Seconded:

Yeas ____ Nays ____

Passed June 10, 2024

Mayor.

ATTEST:

Municipal Clerk.

APPROVED AS TO FORM:

Law Director

ORDINANCE NO. 016-2024

AN ORDINANCE AMENDING ORDINANCE 022-2023 AND ESTABLISHING BASIS FOR
ALLOCATION OF ASSESSMENTS FOR COSTS OF LIGHTING THE STREETS AND PUBLIC
WAYS IN THE CITY OF MAUMEE, OHIO, AND DECLARING AN EMERGENCY

WHEREAS the City of Maumee establishes rates on an annual basis for street lighting within the City of Maumee;
WHEREAS the methods for determining and assessing the cost have previously been established by prior
Ordinances which need to be amended.

NOW THEREFORE, BE IT ORDAINED by the Council of the City of Maumee, Lucas County Ohio, all members
elected thereto concurring and as follows:

SECTION 1. The assessments for street lighting, the rates, and criteria for determining assessments for the cost
and expense of lighting the streets and public ways in the City of Maumee, Ohio, for 2024 and thereafter until
amended be, and the same hereby are, approved, confirmed adopted and amended as set forth below:

Wood Poles	***	1.01 per front foot .28 per side foot
Steel Poles	***	1.16 per front foot .28 per side foot
Underground	***	1.95 per front foot .51 per side foot
White Way I	***	5.67 per front foot 1.41 per side foot
White Way II	***	3.42 per front foot .88 per side foot
White Way III	***	1.46 per front foot .40 per side foot
Acreage	***	5.64 per acreage minimum

SECTION 2. Ordinance 022-2023 and any ordinances, parts of ordinances in conflict herewith are hereby
amended in part to reflect the foregoing changes.

SECTION 3. It is hereby found and determined that all formal actions of this Council concerning and relating to
the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this
Council and any if its committees that resulted in such formal actions, were in meetings open to the public, in
compliance with all legal requirements, including Section 121.22 of the Revised Code of Ohio.

SECTION 4. This Ordinance is hereby declared to be an emergency measure and shall take effect and be in force
immediately from and after its passage. The reason for the emergency lies in the fact that this Ordinance is
necessary for the immediate preservation of the public peace, health and safety in that said criteria should be
adopted immediately for the efficient conduct of municipal affairs and so the assessments can be calculated and
sent to the County Auditor in a timely manner.

Motion to declare an emergency: Seconded

Yeas Nays

Motion to Pass: Seconded

Yeas Nays

Passed as an emergency measure: June 10, 2024

Mayor.

ATTEST:

Municipal Clerk.

Approved as to form:

Law Director

City of Maumee DEPARTMENTAL REPORT

MEMO TO: Patrick Burtch, City Administrator

FROM: Donna Helle, Assistant Finance Director

DATE: June 10, 2024

RECOMMENDATION: Approve Resolution 012-2024 declaring the necessity of lighting the streets and public ways of the City of Maumee, Ohio; approving estimated assessments of the property owners' share of the costs and expenses for such street lighting.

SUMMARY

The City provides street lighting through contracts with First Energy Solutions for maintenance and Operation of the system, which is funded through an assessment on all lots and lands in the City based upon the type of service in the area. The assessed rates are prescribed in Ordinance 016-2024.

BUDGETARY CONSIDERATIONS

Street Light Assessments are collected and recorded to Fund 213.

HISTORY, BACKGROUND and DISCUSSION of the ISSUE

This Resolution is for the annual assessment for lighting the streets and public ways of the City of Maumee. This is an operating annual assessment and must be levied for year 2024 and collected in year 2025 with the real estate tax bills. The assessment roll has been prepared and is on file in the Finance Office.

POSITIONS

Recommended action is for Maumee City Council's approval of this resolution.

RESOLUTION NO. 012 - 2024

DECLARING THE NECESSITY OF LIGHTING THE STREETS AND PUBLIC WAYS OF THE CITY OF MAUMEE, OHIO; APPROVING ESTIMATED ASSESSMENTS OF THE PROPERTY OWNERS' SHARE OF THE COSTS AND EXPENSES FOR SUCH STREET LIGHTING AND DECLARING AN EMERGENCY

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

SECTION 1. It is hereby determined to be necessary and conducive to the public health, convenience, and welfare to light the streets and public ways in the City of Maumee, Ohio, and estimates of the property owners' share of the cost and expenses for such street lighting have been heretofore prepared and are now on file in the office of the Municipal Clerk, which said estimates of cost are hereby approved and to which reference is hereby made.

SECTION 2. The entire cost and expense of said improvement, after deducting the following amounts to be paid by the City of Maumee, to wit, any additional amounts hereafter determined by Council to be paid by the City, shall be assessed at the rates prescribed in Ordinance 016-2024 on the lots and lands bounding and abutting upon said improvement and of all lots and lands as set forth in the attached marked Exhibit A, all of which lots and lands are hereby determined to be specially benefited by said improvement.

- The cost of all special proceedings;
- The cost of labor and material, whether furnished by contract or otherwise;
- The cost incurred in connection with the preparation, levy, and collection of the special assessment, including legal expenses, incurred by reason of the improvement;
- Incidental costs directly connected with the improvement;

and all other expenditures necessary to the completion, financing, and assessment of the cost of said improvement.

SECTION 3. The assessments so to be levied shall be paid in two (2) equal semi-annual installments, provided that the owner of any property assessed may at his option pay the amount of such assessment in cash within thirty (30) days after the passage of the assessing ordinance.

SECTION 4. The Finance Director be, and she hereby is, directed to prepare and file in the office of the Municipal Clerk of the City an estimated assessment in accordance with the method of assessment set forth in Section 2 hereof, showing the amount of the assessment against each lot or parcel to be assessed for such improvement as in said Section set forth.

SECTION 5. After the estimated assessment prepared pursuant to Section 4 hereof has been filed in her office, the Municipal Clerk shall serve notice of the passage of this Resolution and of the filing of said estimated assessments, upon the owners of the lots or parcels of lands proposed to be assessed for such improvement, by Certified Mail or by any method authorized in Section 727.13 or Section 727.14 of the Revised Code of Ohio. Such notice shall also set forth the place where such estimated assessments are on file and are open for public inspection.

SECTION 6. 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 Section 121.22 of the Revised Code of Ohio.

SECTION 7. This Resolution 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 Resolution is necessary for the immediate preservation of the public peace, health and safety in that said resolution should be adopted immediately for the efficient conduct of municipal affairs and so the assessments can be calculated and sent to the County Auditor in a timely manner.

Motion to declare an emergency:
Yeas Nays

Seconded

Motion to Pass:
Yeas Nays

Seconded

Passed: June 10, 2024.

Mayor

ATTEST:

Municipal Clerk.

Approved as to form by:

Law Director.

ORDINANCE NO. 017 -2024

AN ORDINANCE AMENDING CHAPTER 1345, NUISANCES, OF THE MAUMEE CODIFIED
ORDINANCES AND ORDINANCE 106-2020

WHEREAS, Chapter 1345 of the Maumee Codified Ordinances and Ordinance 106-2020 need to be amended to update the Maumee Nuisance Code;

WHEREAS, many properties within the City of Maumee are not in compliance with Maumee codes, State of Ohio Codes, and Federal Codes and Regulations;

WHEREAS, nuisance properties affect the health and welfare of the citizens of Maumee and negatively affect property values;

WHEREAS, Maumee City Council finds and determines that in establishing these objectives, the City has determined that, clearly articulated regulations and standards will effectively promote high quality property requirements that enhance the appearance, function, and character of the community and allow the City to enforce, alleviate and/or correct environmental issues with properties throughout the City of Maumee. All properties not conforming with the provisions of this chapter are hereby declared a nuisance. It is further declared and determined that the regulations contained in this chapter are the minimum regulation necessary to abate the many nuisances that exist within the City of Maumee and to achieve the purposes of this chapter

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

SECTION 1. That Chapter 1345 of the Maumee Codified Ordinances and Ordinance 106-2020 be amended as follows:

CHAPTER 1345
Nuisances

- 1345.01 Determining conditions.**
- 1345.02 Complaints; inspection of premises.**
- 1345.03 Summary abatement.**
- 1345.04 Non-summary abatement.**
- 1345.05 Appeal procedure.**
- 1345.06 Hearing procedure.**
- 1345.07 Failure to abate nuisance; action by City; assessment.**
- 1345.08 Emergency abatement.**
- 1345.09 Authority of City.**
- 1345.10 Unlawful interference prohibited.**
- 1345.99 Penalty.**

1345.01 DETERMINING CONDITIONS.

It is the intent of this section to recognize that the elimination, as expeditiously as is reasonable, of nuisances that are not in conformity with the provisions of local, state, and federal codes, is as much a subject of health, safety, and welfare as is the prohibition of additional nuisance conditions that would violate the provisions of this chapter and violate local, state, and federal regulations. Maumee City Council finds and determines that in establishing these objectives, the City has determined that, clearly articulated regulations and standards will effectively promote high quality property requirements that enhance the appearance, function, and character of the community and allow the City to enforce, alleviate and/or correct environmental issues and other issues with properties throughout the City of Maumee that impair the health, safety and welfare of the citizens of Maumee. All properties not in compliance with the provisions of this chapter are hereby declared a nuisance and may be subject to abatement as provided herein. It is further declared and determined that the regulations contained in this chapter are the minimum regulation necessary to abate the many nuisances that exist within the City of Maumee and to achieve the purposes of this chapter. For the purposes of abating public nuisances and assessing for the cost thereof, and prescribing the conduct, whether of omission or commission, of any natural person, a legal entity, or a person, agent, business or other legal entity operating as a proprietorship, limited liability company (LLC), trust, partnership, unincorporated association, or corporation, as or an owner or occupier of any lot of land within corporate limits of the City, or of any building, house or other structure on any such lot of land, a public nuisance shall exist when:

- (a) Any Structure that is in a state of any of, but not limited to, the following: dilapidation, deterioration, or decay; faulty construction; overcrowded; open, vacant, or abandoned; damaged by fire to the extent so as not to provide shelter; in danger of collapse or failure; and, dangerous to anyone on or near the premises; or
- (b) Any tree, stack of, or other object remains standing upon such lot of land in such condition that it shall, if such condition is suffered to continue, endanger the life, limb, or property, or cause hurt, unsightly, damage or injury to persons or property on or near the premises; or
- (c) Any physical condition or occupancy of any premises or its appurtenances considered an attractive nuisance to children, including, but not limited to, abandoned wells, shafts, basements, unguarded excavations and unsafe or unsecured structures, trees, or vegetation; or
 - (d) There is the accumulation on any premises or in any structure of earth, rubbish, junk, metal, motorized or non-motorized vehicles or equipment or any parts thereof, or other unsightly or unsanitary materials, or has an uncontrolled growth of weeds; or
- (e) Any premises or structure that is manifestly capable of being a fire hazard, or is manifestly unsafe or unsecure so as to endanger life, limb, or property; or
- (f) Any premises or structure that has unsanitary sewage or plumbing facilities or has been designated as unsafe for human habitation; or
- (g) The conduct of any activity thereon or therein which by reason of noxious odors generated thereby, or of smoke, dust, dirt, or water being cast or draining therefrom endangers or is harmful to the public health, welfare, or safety, or materially interferes with the peaceful and lawful use, comfort and enjoyment of owners or occupants of nearby or adjacent lots of land or structures; or
- (h) Any structure or property where any of the following apply: the structure or property becomes out of repair; out of compliance with Maumee zoning and/or building codes; out of compliance with other Maumee, State or Federal codes or regulations; is dilapidated; or that due to lack of adequate maintenance or neglect, it endangers the public health, welfare, or safety, or materially interferes with the peaceful enjoyment of owners or occupants of adjacent property or any combination of the foregoing; or
 - (i) There is any loud, unnecessary, or unusual noise, or any noise or lighting which either annoys, disturbs, injures, or endangers the comfort, repose, health, peace or safety of owners or occupants of nearby or adjacent lots of land or structures; or

- (j) There is any placing, throwing, or sweeping into any street, avenue, alley, park or public ground, any dirt, paper, nails, pieces of glass or board, fruit parings or skins, garbage, waste, leaves or clippings, ashes, cans, bottles, cartons, boxes, furniture, oil, parts of automobiles or any other matter of an unsightly or unsanitary nature, or the placing, throwing, or sweeping of such matter upon any sidewalk, or street crossing, or on any driveway, or upon the floor, stairway or hallway of any public building, theater, railway depot, railway platform or property of another; or
- (k) There is an accumulation of any paper, fruit parings or skins, garbage, waste, ashes, cartons, boxes, or any other matter of an unsightly or unsanitary nature in such manner that such matter could be blown onto any street, avenue, alley, park, public ground, sidewalk, or property of another; or
- (l) Any physical condition or occupancy of any premises or structure which shall, if such condition continues to exist, attract, and propagate rodents, vermin, or insects; or
- (m) Any premises or structure from which the plumbing, heating or facilities required by this code or any other applicable code in the State of Ohio have been removed, or from which utilities have been disconnected, destroyed, removed, or rendered ineffective, or if vacant or abandoned effective precautions against trespassers have not been provided; or
- (n) the structure or property is discharging or allowing storm water, waste, other waters, or pollutants to enter the Maumee sanitary sewers or allowing pollutants to enter the Maumee storm sewers; or
- (o) the property or structure on the property is being or has been developed, remodeled, improved, or demolished without proper permits, without storm water pollution prevention plans when required, without inspections, in violation of zoning requirements, in violation of district requirements, or is in violation of other Maumee, State of Ohio or Federal Codes or rules and regulations; or
- (p) any structure, vehicle, or real property which is not in compliance with any building, housing, zoning, fire, safety, air pollution, health or sanitation ordinance of the Maumee Code or any Health Codes, or any real property upon which its real property taxes have remained unpaid in excess of one (1) year from date of assessment; or
- (q) Any structure, trailer, mobile home, tent, or building used for habitation, whether temporarily or permanently, in an area of Maumee not zoned for such use; or
- (r) Any condition exists which, at common law, was classified as a public nuisance; or
- (s) Any condition exists which has been declared a public nuisance by the Ohio Revised Code.

1345.02 COMPLAINTS; INSPECTION OF PREMISES.

(a) Whenever a complaint is made or visual inspection discloses to the City Administrator, Urban Planning Manager, or other City Official, of the existence of a public nuisance as defined in Section 1345.01, the Urban Planning Manager or other City Official or agent may promptly inspect or cause to be inspected the premises on which it is alleged such public nuisance exists or conduct such other investigation as deemed necessary. Should the Urban Planning Manager, or any other City official or agent, after such inspection, find that a public nuisance does exist, the Urban Planning Manager or designee, shall prepare a written notice of the existence of the nuisance which shall be served on the owner, mortgagee, lienholder, tenant, or person with a properly recorded interest in the property. Should the Urban Planning Manager or any other City official or agent, after such inspection, find that a public nuisance does exist and, if the condition is within the prohibitions of Section 1345.01 (e), the Fire Chief shall be promptly notified, and such officials shall be requested to make inspection thereof. Non-emergency inspections of the interior of buildings or structures shall be scheduled by the City. Notices for requests for non-emergency interior inspections shall be delivered, mailed, or emailed to the property owner and/or occupants in advance of inspections. Inspection staff may also contact the property owner and/or tenant by phone to schedule said inspection. The code inspection official, their employee, or subcontractor shall present credentials to the owner and/or occupant and request entry. If the structure or premises is unoccupied, the code official shall first make reasonable effort to locate the owner, or owner's authorized agent, tenant, occupant, or other person having charge or control of the structure or premises and request entry. If

entry is refused, the code official shall have recourse to the remedies provided by law to secure entry. In a non-emergency situation where the owner or occupant of any dwelling refuses entry to a unit or dwelling, the Urban Planning Manager, Director of Public Safety, Chief Building Official, Chief of Police, or Fire Official shall obtain a warrant from the appointed administrative hearing officer or a court of competent jurisdiction according to applicable law. In a non-emergency situation, the property owner and/ or occupant shall be afforded the opportunity for pre-compliance review as to the need for an inspection before a neutral decision maker according to law

(b) Upon receipt of such notice, the Chief Building Official and/ or the Fire Chief (if required) shall inspect the report and may further inspect the premises or structure and make a written report of their findings, which together with any inspection report shall be filed with the City Administrator.

(c) Should the Urban Planning Manager, City Administrator, the Chief Building Official, or the Fire Chief (if required) find that a public nuisance exists and that the nature thereof is such as to require an emergency abatement or summary abatement, abatement of such nuisance shall proceed in accordance with the provisions of Sections 1345.03 and 1345.04.

1345.03 SUMMARY ABATEMENT.

(a) Should the Urban Planning Manager, the Chief Building Official, and/or the Fire Chief (if required) find that a public nuisance exists and that the nature thereof is such as to require its summary abatement, the Urban Planning Manager shall cause photographs to be made of such nuisance and shall keep on file such photographs along with the any inspection reports of the Chief Building Official and the Fire Chief (if required) pertaining to the public nuisance. The Urban Planning Manager (or designee) shall then determine from the records in the Auditor's Office of Lucas County, any owner, mortgagee, lienholder, tenant, or person that possesses an interest of record in the property and immediately cause a written notice to be served on the owner or owners of such property. Notice of the existence of a nuisance shall be served personally or by certified mail (with a return receipt requested) on each owner. If service of such written notice is unable to be perfected on any owner by the aforesaid methods, then the Urban Planning Manager (or designee) shall cause a copy of the aforesaid notice to be left with the individual, if any, in possession of the premises on which the public nuisance exists, or if there is no individual in possession of the premises, a copy of the notice shall be posted on the premises. If the abatement required to correct the nuisance involves demolition of any structure or portion of any structure, then a copy of such notice shall also be served personally, by service, by any method allowed by the Ohio Civil Rules of Procedure or by U.S. mail with delivery confirmation to any known mortgagee, lienholder, tenant, or person that possesses an interest of record in the property.

(b) The notice required by subsection (a) hereof shall state, in brief, the findings with respect to the existence of the public nuisance by the Urban Planning Manager the Chief Building Official, and the Fire Chief (if required). The notice shall further state that unless the nuisance is abated within seventy-two (72) hours after service is made, the City at the expense of the owner, shall thereafter, without further notice, take such action as is necessary to abate such nuisance at the expense of the owner of the premises.

1345.04 NON-SUMMARY ABATEMENT.

(a) In the event that the Urban Planning Manager the Chief Building Official and/or the Fire Chief (if required) find that a public nuisance as defined in Section 1345.01 exists but that the nature thereof is not such as to require the summary abatement thereof, the Urban Planning Manager shall cause photographs of such nuisance to be made and filed with the reports of the offices aforesaid. The Urban Planning Manager (or designee) shall then determine from the records in the Auditor's Office of Lucas County, any owner, mortgagee, lien holder, tenant, or person that possesses an interest of record in the property and immediately cause a written notice to be served on the owner or owners of such property. Notice shall be served personally or by certified mail (with a return receipt requested) on each owner. If service of such written notice is unable to be perfected on any owner by the aforesaid methods, then the Urban Planning Manager (or designee) shall cause a copy

of the aforesaid notice to be left with the individual, if any, in possession of the premises on which the public nuisance exists, or if there is no individual in possession of the premises, a copy of the notice shall be posted on the premises. If the abatement required to correct the nuisance involves demolition of any structure or portion of any structure, then a copy of such notice shall also be served personally or by U.S. mail with delivery confirmation to any known mortgagee, lien holder, tenant, or person that possesses an interest of record in the property.

(b) The notice required by subsection (a) hereof shall state, in brief, the findings with respect to the existence of the public nuisance by the Urban Planning Manager the Chief Building Official, and the Fire Chief (if required). The notice shall further state that unless the nuisance is abated within a time period of up to 30 days after service is made, the City at the expense of the owner, shall thereafter, without further notice, take such action as is necessary to abate such nuisance at the expense of the owner of the premises. If a period less than thirty days is allowed to abate such nuisance, the time to be specified shall be determined by the Urban Planning Manager or the Chief Building Official, and/or the Fire Chief (if required).

1345.05 APPEAL PROCEDURE.

(a) The owner of the premises, or a designated representative of the owner, upon which a public nuisance is located and who has been served with a notice, pursuant to Section 1345.03, that a public nuisance exists and that the nuisance has been summarily abated due to an emergency, or the nuisance ~~it~~ must be abated within seventy-two (72) hours may, within that seventy-two hour period, appear in person before the Urban Planning Manager and request a hearing on the question of whether a public nuisance exists, as defined in Section 1345.01, and merits summary abatement.

(b) A hearing held pursuant to subsection (a) hereof shall be held no later than three business days from the date of the in-person request for a hearing by the owner of the premises upon which the public nuisance is located. The Urban Planning Manager shall provide to the owner the hearing date, time, and place at the time the in-person request for a hearing is made.

(c) The owner of the premises, or a designated representative of the owner, upon which a public nuisance exists and who has been served with a notice, pursuant to Section 1345.04, that a public nuisance exists and that it must be abated within thirty (30) days, may, within seven (7) days after receipt of such notice, make a valid written demand to the Urban Planning Manager for a hearing on the question of whether a public nuisance exists as defined in Section 1345.01. To be considered valid, a written demand for a hearing must contain all of the following information: The full legal name, current address, working phone number, and type of interest in the property of the individual making written demand for a hearing; the full legal name, current address, working phone number and type of interest in the property of any other owner, tenant, or person that possesses an interest of record in the property; the name, address and working phone number of every mortgagee or lien holder of record on the property; the basis for the appeal. Written demand may be delivered by hand, mail, or email to the Urban Planning Manager.

(d) A hearing held pursuant to subsection (c) hereof shall be held no later than ten (10) days following receipt of a valid written demand to the Urban Planning Manager and at least three (3) days notice, by phone to the number provided in the valid written notice, of the hearing shall be given to the individual who made the written demand for the hearing.

(e) A mortgagee, lien holder, tenant, or person that possesses an interest of record in the property may initiate an appeal pursuant to this section only if the abatement required to correct the nuisance involves demolition of a structure or portion of a structure located on the premises.

1345.06 HEARING PROCEDURE.

(a) All hearings requested pursuant to the provisions of Section 1345.05 shall be conducted before a Hearing Board (which shall be known as the Nuisance Abatement Board) comprised of the City Administrator (or designee) and the current Chairpersons (or designee) of the Municipal Planning Commission, and the Design Review Board. The Board may affirm, reverse, or modify the finding of a public nuisance and the issuance of the abatement order by the Urban Planning Manager

by a majority vote. The attendance of all three members, or their designee, is required to constitute a quorum.

(b) A decision shall be rendered at the conclusion of the hearing and signed by the members of the board. The appellant will be provided with a copy of the signed decision. The decision of the Nuisance Abatement Board shall be final and conclusive unless an appeal is filed in a court of competent jurisdiction within seven days of the date of the delivery of the decision.

(c) All hearings held by the Nuisance Abatement Board shall be administrative in nature. At all hearings conducted pursuant to this section, any party may be represented by legal counsel. The rules of evidence utilized by the courts shall not be applicable in hearings before the Board.

1345.07 FAILURE TO ABATE NUISANCE; ACTION BY CITY; ASSESSMENT.

(a) Should the nuisance referred to in Section 1345.04 not be abated within the time stated in the notice given pursuant to such section, the Urban Planning Manager or his authorized representative(s) shall have the right to enter upon the premises and to abate such nuisance. In abating any nuisance, the Urban Planning Manager may take such action as is necessary to complete the abatement of the same and should it be practicable to sell or salvage any material resulting from such abatement, the Urban Planning Manager may cause the same to be sold at a public or private sale at the best price obtainable and keep an account of the proceeds thereof. Such proceeds shall be deposited in the General Fund of the City and if any difference in the amount so received is less than the cost of the abatement, it shall be reported to Council, which shall levy an assessment against the premises upon which such nuisance was abated and cause such assessment to be certified and collected as other assessments by the City.

(b) Should the proceeds of the sale of any material salvaged in the course of such abatement exceed the cost thereof, the amount of such excess shall be paid to the owner of the premises upon filing a claim thereof and proof of title and right to such surplus.

(c) The Urban Planning Manager in conjunction with the City Administrator, may utilize any labor or equipment of the City in making such abatement or may contract for the abatement thereof with a qualified private contractor.

1345.08 EMERGENCY ABATEMENT.

(a) Whenever a public nuisance exists as defined in Section 1345.01 and the nature thereof constitutes an emergency as defined in subsection (b) hereof, the City may take immediate action to stop work on the premises, issue other orders or abate the nuisance and such abatement may take place without prior notice as defined in Section 1345.03 (a). Upon completion, notice of the emergency abatement action shall immediately be sent as defined in Section 1345.03 (a).

(b) As used in this section, "emergency" means an unforeseen combination of circumstances that calls for immediate action in order to preserve the public health, safety, welfare, or property against an imminent risk of physical harm.

(c) In any proceeding pursuant to this section, the determination that a public nuisance exists, and that the nature thereof constitutes an emergency as defined in subsection (b) hereof shall be made by the Urban Planning Manager or the Chief Building Official.

1345.09 AUTHORITY OF CITY.

This chapter shall be deemed to be an enlargement and not a limitation or restriction on the power or authority of the City or any officer thereof to take any action or bring any suit or proceeding in respect to public nuisances otherwise provided for by law or ordinance of the City.

1345.10 UNLAWFUL INTERFERENCE PROHIBITED.

No person shall interfere with any municipal officer, assistant, subordinate, employee, or agent while he or she is engaged in or about the carrying out of any of the duties set forth in this chapter.

1345.99 PENALTY.

(a) Any owner, tenant, or person in control of property who allows a nuisance as set forth herein to exist, or neglects or refuses to obey a proper order issued by the Urban Planning Manager or a duly authorized representative, pursuant to this chapter, shall be guilty of an unclassified misdemeanor

for each offense, punishable by a fine of no less than \$250 and not to exceed \$1000. Each and every day's violation that such nuisance is permitted to exist shall be deemed a separate and distinct offense hereunder.

(b) Whoever violates the provisions of Section 1345.10 shall be guilty of a misdemeanor of the first degree.

SECTION 2. 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 or repealed. Where this regulation is in conflict with other provisions of law or ordinance, the most restrictive provisions, as determined by the City, shall prevail. Failure of the City to recognize conditions or to take or recommend corrective measures shall not relieve the site owner from the responsibility for the condition or damage resulting therefrom, and shall not result in the City, its officers, employees, or agents being responsible for any condition or damage resulting therefrom.

SECTION 3. If any provisions of a section of this Ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the section or related sections which can be given effect without the invalid provision or application, and to this end the provisions are severable.

SECTION 4. 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 Section 121.22 of the Revised Code of Ohio.

Motion to waive three readings:

Seconded:

Yeas Nays

Motion to Pass:

Seconded:

Yeas Nays

Passed: June 10, 2024

Mayor.

ATTEST:

Municipal Clerk.

APPROVED AS TO FORM:

Law Director.

ORDINANCE NO. 018 -2024

AN ORDINANCE ENACTING A VACANT AND FORECLOSED PROPERTY REGISTRY

WHEREAS, the Council has found that vacant and foreclosed properties and buildings are a nuisance and contribute to blight within the city, necessitate additional governmental services and costs, and significantly interfere with the use and enjoyment of neighboring properties;

WHEREAS, the City of Maumee has numerous vacant properties in the City that need to be registered;

WHEREAS, City Council finds that the registration of these properties is necessary so the City can determine ownership of these premises in a centralized location in the case of break ins, fire or other emergencies; help insure the security, maintenance, repair, replacement, improvement, and regulation of these properties and that registration is necessary for the health and well-being of owners of these properties, for adjoining property owners and for all residents of the City of Maumee;

WHEREAS, City Council finds that unregistered vacant properties can cause a negative impact on surrounding properties and the City as a whole such as life-safety concerns, quality of neighborhoods, security concerns and fire safety concerns;

WHEREAS, City Council further finds that registration, and adoption of other code provisions set forth herein, relating to vacant properties are necessary to meet these concerns and help preserve the public health, safety, and welfare:

WHEREAS, it is the intent that the costs of the registrations to be borne by the registrants.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Maumee to adopt and enact Title Fourteen, Chapter 1380 of the Maumee Code to regulate non-owner-occupied properties in the City of Maumee, Ohio as follows:

SECTION ONE:

CHAPTER 1380 as set forth in Exhibit A, attached hereto and incorporated herein by reference, is hereby adopted as part of the Maumee Codified Ordinances.

The City Administrator is hereby authorized and empowered to establish, and promulgate such administrative rules, regulations and fees as deemed reasonable and necessary governing registrations and inspections of properties that are subject to the provisions of this Ordinance, that are not inconsistent with the provisions of this Ordinance.

SECTION 2.

STATUTORY CONSTRUCTION & SEVERABILITY.

- (a) This Ordinance shall be construed so as not to conflict with applicable Maumee Code, Federal or State of Ohio laws, rules, or regulations . Nothing in this Ordinance authorizes any City department to impose any duties or obligations in conflict with regulations established by Maumee Code not modified herein, at the time such action is taken.
- (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.

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

Motion to waive three readings:

Second:

Yeas Nays

Motion to Pass:

Seconded:

Yeas Nays

Passed: June 10, 2024

Mayor

ATTEST:

Municipal Clerk.

APPROVED AS TO FORM:

Law Director

EXHIBIT A

CHAPTER 1380

Vacant Property Registration

1380.01 Findings and purpose.

1380.02 Definitions.

1380.03 Registry.

1380.04 Registration of properties in default and REO properties.

1380.05 Exemptions.

1380.06 Inspection, maintenance, and security requirements.

1380.07 Public nuisance.

1380.08 Severability.

1380 .09 Penalty

1380 .01 FINDINGS AND PURPOSE.

The City of Maumee, Lucas County Ohio finds, determines, and declares that:

- (a) Vacant and Foreclosed properties and buildings, and properties in the foreclosure process, that remain vacant and unoccupied for any appreciable period of time become an attractive nuisance to vandals, children, a harborage for rodents, an increased fire hazard, and an invitation to vagrants and criminals as a temporary residence and as a place to engage in illegal conduct, frequently including illegal drug-related activity; that unkempt and unsecured grounds surrounding such buildings invite the dumping of garbage and trash thereon and the congregation of unauthorized persons who use the property for illegal activity; that such buildings contribute to the growth of blight within the City, necessitate additional governmental services and costs, significantly interfere with the use and enjoyment of neighboring properties, and depress market values of surrounding properties, thereby reducing tax revenues; and that such buildings accordingly create an unhealthy and unsafe condition affecting the public and constitute an unreasonable use of property and a public nuisance.
- (b) Protection of the public health, safety and welfare requires the establishment and enforcement of the means by which such nuisance conditions may be prevented and abated.
- (c) Vacant properties that are going through or have been through the foreclosure process are frequently the responsibility of banks, lenders, and/or servicers.
- (d) Vacant Properties are the responsibility of the property owner.
- (e) Even one vacant property that is not actively and well maintained can cause blight and crime.

- (f) It is in the interest of the welfare of neighborhoods in the city that property owners, banks, lenders, and/or servicers which fail to maintain vacant properties that they own or have an interest in be subject to the imposition of fines.

1380.02 DEFINITIONS.

For the purposes of this chapter:

- (a) "Beneficiary" means the current beneficiary (either the original beneficiary or the assignee(s)), including, but not limited to, a lender, under a note secured by a deed of trust.
- (b) "Beneficiary's designated agent" means an entity, including, but not limited to, a servicing company that has contracted with the Beneficiary to perform duties related to the note secured by a deed of trust, including, but not limited to, the collection of installment payments on the note and administration of any default and foreclosure process.
- (c) "Days" means calendar days.
- (d) "Evidence of vacancy" means any condition visible from the exterior of the property that alone or in combination with other existing conditions would lead a reasonable person to believe that the property is vacant. Such conditions include, but are not limited to, overgrown and/or dead vegetation; unmaintained pools or spas; an accumulation of newspapers, circulars, flyers and/or mail; past due utility notices and/or disconnected utilities; an accumulation of trash, junk and/or debris; the absence of window coverings such as curtains, blinds and/or shutters; the absence of furnishings and/or personal items consistent with residential habitation; statements by neighbors, passersby, delivery agents, and/or government employees that the property is vacant.
- (e) "Legal owner" means the person or entity having record title to the property as shown in the county recorder's office.
- (f) "Legal owner's designated agent" means an entity, including, but not limited to, a servicing company, that has contracted with the legal owner to perform duties related to the property.
- (g) "Neighborhood standard" means those conditions that are present on a simple majority of properties within a 300-foot radius of the relevant property. A vacant property, or a property in default or a REO property that is vacant or shows evidence of vacancy within a 300-foot radius of the relevant property shall not be counted toward the simple majority.
- (h) "Property in default" means a residential property within the city that is subject to a current Notice of Default and/or Notice of Trustee's Sale.
- (i) "REO property" ("Real-Estate Owned" property) means a residential property within the city for which title has transferred to the mortgagee, including, but not limited to, a lender or servicing company, as the result of a foreclosure sale or deed in lieu of foreclosure.
- (j) "Responsible party" means, for a property in default, the beneficiary and/or the beneficiary's designated agent; and for a REO property, the legal owner and/or the legal owner's designated agent. In the event that there is more than one responsible party for a single property, each responsible party shall be jointly and severally liable for compliance with the provisions of this ordinance.

(k) "Vacant" means property (residential or commercial), store front, or other commercial unit that is unoccupied by the legal owner or by persons with the consent of the legal owner for a period of more than 30 days; or which presents evidence of vacancy for a period of more than 30 days, and which is not occupied by the legal owner, a business, or an individual with the consent of legal owner for the purposes of occupation. Vacant property includes properties or storefronts or commercial units with no active business and have no development agreement or approved plans from the City for use of the property or storefront or commercial unit.

1380.03 REGISTRY.

The City of Maumee shall maintain a registry of the properties described in Section 1380.01(a) in order to permit the City to determine which properties are at risk of becoming subject to and/or in violation of Section 1380.06, and to inspect such properties for compliance with Section 1380.06 and any other applicable requirements. The City shall regularly inspect the exterior of registered properties at times and in a manner to be determined by the City Administrator (or designee). The City Administrator (or designee) may have all exterior portions of registered properties inspected, or a sample of such properties selected randomly or by criteria determined by the City Administrator (or designee).

1380.04 REGISTRATION OF VACANT PROPERTIES, PROPERTIES IN DEFAULT AND REO PROPERTIES.

(a) Application. The registration requirements contained in this section shall apply to:

- (1) All vacant properties.
- (2) All properties in default.
- (3) All REO properties.

(b) Registration.

The responsible party for any vacant property shall register with the Maumee Service Department within 30 days of vacancy.

The responsible party for a property owner, property in default, including, but not limited to, a lender or servicing company, shall register the property with the Zoning/Compliance Department within 30 days of the recording of the notice of default or, if the notice of default was issued prior to the effective date of this chapter, within 60 days of the effective date of this chapter.

The responsible party for a REO property, including, but not limited to, a lender or servicing company, shall register the property with the Maumee Service Department within 30 days of the transfer of title or, if the title was transferred prior to the effective date of this chapter, within 60 days of the effective date of this chapter.

The registration shall be filed on city-approved forms (See Appendix 1) which shall require the following information, as well as any additional information deemed necessary by the City Administrator (or designee):

- (1) The name, email address, phone number and mailing address of the responsible party, and whether the party is the beneficiary, beneficiary's designated agent, legal owner, or legal owner's designated agent.
 - (2) A direct contact name, phone number, email address and phone number for the responsible party.
 - (3) Whether the property is vacant or shows evidence of vacancy.
 - (4) If the property is vacant or shows evidence of vacancy, a statement describing the expected period of vacancy, a detailed plan for the regular maintenance of the property during the period of vacancy, and a timeline for the lawful re-occupancy of the property or for the rehabilitation or demolition of the property is required.
 - (5) If the property is vacant or shows evidence of vacancy and the responsible party is located more than 30 miles outside of the city limits, the name, street address, telephone, email address and facsimile number of a local property management or property preservation company responsible for the maintenance and security of the property is required.
- (c) Maintenance Bond. (*See Appendix 2*) Any owner of a vacant and/or foreclosing property may be required to provide a cash bond acceptable to the City Administrator (or designee), in the sum of not less than ten thousand dollars (\$10,000.00), to secure the continued maintenance of the property throughout its vacancy and remunerate the city for any expenses incurred in inspecting, securing, marking, or making such building safe. A portion of said bond shall be retained by the city as an administrative fee to fund an account for expenses incurred in inspecting, securing, and marking said building and other such buildings that are not in compliance with this section. Any owner of a vacant or foreclosing property providing a bond pursuant to this section must also provide bonds for all other vacant or foreclosing properties owned in the city.
- (d) Updating the Registry. Any change in the information provided to the registry including, but not limited to, a change in the identity of the responsible party, a change in the vacancy status of the property, and any change in contact information, shall be provided to the registry within ten (10) days of the date of the change.
- (e) Annual Renewal. The initial registration shall be effective for the duration of the calendar year in which it is made. For any registered property that is still subject to the registration requirements of this section on January 1 of each year, the responsible party must submit a renewed registration by no later than January 31 of that year.
- (f) Fees. The responsible party shall pay a non-refundable fee of one hundred twenty-five dollars (\$125.00) for each registered property to cover the costs of the registry including, but not limited to, initial creation of the registry; ongoing maintenance of the registry; inspection and investigation of registered properties to ensure that the information recorded in the registry is current and accurate; inspection and investigation of registered properties conducted by the Service Department or Urban Planning Manager to ensure that they have not fallen into disrepair or are otherwise not in compliance with the requirements of Section 1380.05 and/or any other applicable requirements; and the administrative costs incurred in determining the appropriate fee. These costs shall be determined annually by the City.
- This fee shall be paid with the initial registration and with each annual renewal.
- (g) Penalties. Any legal owner, person or entity required to register and/or the responsible party that fails to comply with the registration requirements of this section shall become personally responsible for a penalty of one hundred dollars (\$100.00) per day for each day of non-compliance; except that commencing ten (10) calendar days after the date of

the City Administrator's (or designee's) notification of failure to comply, the penalty shall be five hundred dollars (\$500.00) per day for each day for non-compliance, with a maximum total penalty of one hundred thousand dollars (\$100,000.00) per property or unit.

If the City Administrator (or designee) determines that a person or entity or responsible party has failed to comply with the registration requirements of this section, the City Administrator (or designee) shall notify such party within ten (10) days of this determination at the last known address of the failure to comply with this section, the penalties currently due, and the daily accrual of penalties.

An owner, person and/or responsible party shall be liable for interest on any unpaid penalties accrued at the same annual rate as civil judgments.

(h) Terminating Registration. If a registered property no longer becomes subject to the registration requirements of this section, the responsible party shall report this information to the registry within ten (10) days. (*See Appendix 3*)

1380.05 EXEMPTIONS.

(a) A building under active construction, reconstruction or renovation and having a valid building permit at the time of initial inspection shall be exempt from registration until the expiration of the longest running, currently active building permit.

(b) A building which has suffered fire damage or damage caused by extreme weather conditions shall be exempt from registration requirement for a period of 15 days after the date of the fire or extreme weather event if the property owner submits a request for exemption in writing to the City Administrator (or designee). This request shall include the names and addresses of the owner or owners, and a statement of intent to repair and reoccupy the building in an expedient manner, or the intent to demolish the building. One extension of not more than 30 days duration may be granted for good cause shown.

(c) A residential building that is listed for sale with a licensed State of Ohio Realtor shall be exempted for a period of 12 months from the start of vacancy, provided that the owner submits proof to the Service Department of such listing and for sale status, and the building and premises is maintained free of any property maintenance violations.

(d) A building that has been granted an exemption pursuant to the following: Any owner of a vacant building may voluntarily register the same and request an exemption provision of this chapter by filing a written application with the City Administrator (or designee), who shall timely consider same. In determining whether a request for exemption should be granted, the City Administrator shall consider the following: the applicants prior record as it pertains to the City Zoning Code, City Nuisance Code and or building violations; the amount of the vacant property the applicant currently has with the City; the length of time that the building for which the exemption is sought has been vacant; the reasons for the vacancy; and the difficulty or expense involved in any necessary remediation or demolition. No exemption from registration shall be granted unless the owner or representative first completes a vacant building plan and addresses any and all existing code violations, an owner who believes he or she or they have been denied for exemption for arbitrary or capricious reasons may file an appeal within ten days with the Board of Building Appeals, which may sustain, overturn, or modify the action of the City Administrator (or designee)

1380.06 INSPECTION, MAINTENANCE, AND SECURITY REQUIREMENTS.

(a) Application. This section shall apply to all properties that are:

(1) A property in default or a REO property; or

(2) Vacant or showing evidence of vacancy.

(b) Placard. The property subject to this section shall be placarded in accordance with the Ohio Fire Code or as provided by the Maumee Fire Department.

(c) Inspections. The owner or responsible party for a property subject to this section shall perform an inspection of the property no less than once every seven (7) days to ensure the property is in compliance with this section.

(d) Maintenance. Properties subject to this section shall be, in comparison to the neighborhood standard, kept free of weeds, dry brush, dead vegetation, trash, junk, debris, building materials, any accumulation of newspapers, circulars, flyers, notices (except those required by federal, state, or local law), discarded personal items including but not limited to furniture, clothing, large and small appliances, printed material or any other items that give the appearance that the property is vacant.

(1) The property shall be maintained free of graffiti, tagging or similar markings by removal or painting over with an exterior grade paint that matches the color of the exterior of the structure.

(2) Visible front and side yards shall be landscaped and maintained to the current Maumee code. Landscape includes, but is not limited to, grass, ground covers, bushes, shrubs, hedges, or similar plantings; and decorative rock, bark or artificial turf/sod designed specifically for residential installation. Landscape does not include weeds, gravel, broken concrete, asphalt, decomposed granite, plastic sheeting, indoor-outdoor carpet, or any similar material. Maintenance of yards includes, but is not limited to, regular watering, irrigation, cutting, pruning, mowing and removal of all trimmings.

(3) Pools and spas shall be kept in working order, so the water remains clear or free of pollutants and debris or drained and kept dry. In either case, properties with pools and/or spas must comply with the minimum-security fencing requirements of the State of Ohio.

(e) Security. Properties subject to this section shall be maintained in a secure manner so as to not be accessible to unauthorized persons.

Secure manner includes, but is not limited to, the closure and locking of windows, doors (walk-through, sliding, and garage), gates and any other opening of such size that it may allow a child to access the interior of the property and or structures(s). In the case of broken windows, securing means the re-glazing or boarding of the window.

(e) Additional Authority. In addition to the requirements of this section, the City Administrator (or designee) shall have the authority to require the responsible party for any property subject to the requirements of this section to implement additional maintenance and/or security measures including, but not limited to, requiring operational security cameras and systems, securing any door, window or other openings; installing additional security lighting; increasing on-site inspection frequency; employment of an on-site security guard; or other measures as may be reasonably required to arrest the decline of the property.

(f)

1380 .07 PUBLIC NUISANCE.

- (a) Public Nuisance. It shall be a public nuisance for any property subject to the requirements of this chapter to fail to comply with any of those requirements.
- (b) Notice of Violation/Demand to Abate. Whenever the Urban Planning Manager (or designee) determines that a property is a public nuisance pursuant to paragraph (a), the Urban Planning Manager shall issue a notice of violation as set forth in the Maumee Nuisance Code and demand to abate directed to the responsible party and to the legal owner, if the legal owner is different than the responsible party.

1380 .08 SEVERABILITY.

Should any provision, section, paragraph, sentence, or word of this chapter be determined or declared invalid by any final court action in a court of competent jurisdiction or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences, or words of this chapter shall remain in full force and effect.

1380.09 PENALTY.

Whoever fails to comply with any provisions set forth in this chapter is guilty of an unclassified misdemeanor, punishable by a fine of up to \$1000.00 per day of the violation. Each day of a violation of this chapter shall be considered a separate offense. This penalty is in addition to any other remedy, or fees of the municipality contained in this chapter.

Appendix 1

City of Maumee Ohio RESIDENTIAL VACANT & FORECLOSED PROPERTY REGISTRATION FORM

OFFICE USE ONLY

Date & Amount Paid: _____

Check Number: _____

Section 1 - OWNER:

Owner refers to person or persons with legal title

Type of Owner: Individual ☐ Sole Proprietorship ☐ Partnership ☐ Corporation ☐ Trust ☐ Other ☐

Owner's Name: _____

Address: _____ City: _____ State: _____ Zip: _____

Phone #: _____ Emergency Phone #: _____

_____ Date of Birth: _____

Social Security/Tax ID#: _____

Email Address: _____

Statutory Agent of corporation or partnership: _____

If owner is a partnership, corporation, or trust, complete the following for one partner, officer, or trustee:

Name & Title: _____

Responsible Party's Relationship to Owner:

Beneficiary ☐

Beneficiary's Designated Agent ☐

Legal Owner ☐

Legal Owner's Designated Agent ☐

Name of responsible party: _____

Address: _____ City: _____ State: _____ Zip: _____

_____ Phone #: _____ Social Security #: _____

Tax ID# of corporation or partnership: _____ Email Address: _____

Address: _____ City: _____ State: _____ Zip: _____

Section 2 - RESPONSIBLE PARTY (Complete if Responsible Party is Different from the Owner):

If responsible party is an LLC, Corporation, partnership, corporation or trust or other legal entity, complete the following for one partner, officer, or trustee:

Name & Title: _____

Address: _____ City: _____ State: _____

Zip: _____ Phone # _____ Email Address _____

Section 3 - PROPERTY INFORMATION:

Address: _____

Apartment numbers if multi-family unit: _____

Type of Property: Single-family ☐ Duplex ☐ Tri-plex ☐ Multi-family (4+ Units) ☐ Commercial ☐ Rooming House ☐ If

multi-family, list the number of units in the property:

If a rooming house, list the number of sleeping rooms in _____ the property:

☐ ☐ UNKNOWN ☒

Is the property currently vacant or showing signs of vacancy: YES NO

Section 4 – MAINTENANCE AND RE-OCCUPANCY PLAN:

If the property listed in Section 3 of this form is vacant or is showing signs of vacancy, please provide a statement detailing:

- (1) Anticipated period of vacancy
- (2) A detailed plan for the regular maintenance of the property during the period of vacancy
- (3) A timeline for the anticipated re-occupancy of the property
- (4) Rehabilitation plan for the property (if applicable) (5) Demolition plan for the property (if applicable)

Section 5 – PROPERTY MANAGEMENT OR PRESERVATION AGENT *(If Applicable)*:

If the property is vacant or shows evidence of vacancy AND the responsible party (listed in Section 2) is located more than thirty (30) miles outside of the City limits, please provide the following information for the responsible property management or property preservation company that will oversee maintenance and security of the property:

Company Name: _____

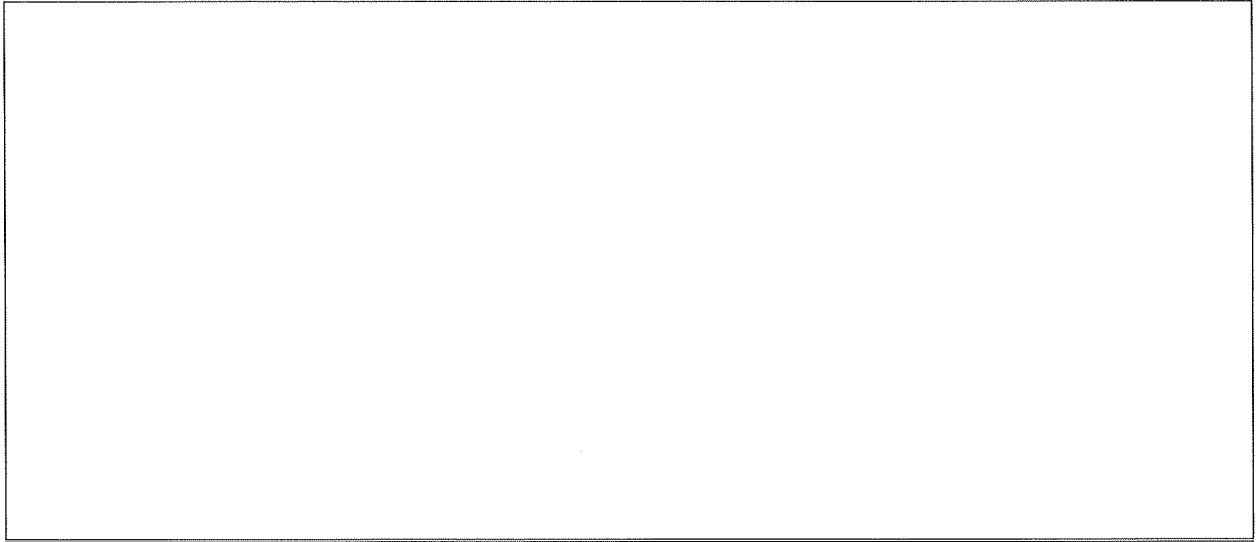
Address: _____ City: _____ State: _____ Zip: _____

Phone #: _____ Emergency Phone #: _____

Fax #: _____

Contact Person Name & Title: _____

Direct Phone #: _____ Email: _____



VACANT AND FORECLOSED PROPERTY REGISTRATION FEE

Annual fee per vacant property is \$125.00. Please make all checks payable to the City of Maumee and mail to:

**City of Maumee
Service Department
400 Conant Street
Maumee, OH 43537**

Please note, this initial registration shall be effective for the duration of the calendar year in which it is made. For any registered property that is still subject to the registration requirements on January 1 of each year, the responsible party must submit a renewed registration by no later than January 31st of that year.

VACANT AND FORECLOSED PROPERTY MAINTENANCE BOND

Any owner of a vacant and/or foreclosing property shall provide a cash bond acceptable to the City of Maumee, in the sum of not less than ten thousand dollars (\$10,000), to secure the continued maintenance of the property throughout its vacancy and remunerate the City of Maumee for any expenses incurred in inspecting, securing, marking, or making such property safe. The City of Maumee shall retain five hundred dollars (\$500) of said bond as an administrative fee to fund an account for expenses incurred in inspecting, securing, and marking said property and other properties that are not in compliance. Any owner of a vacant or foreclosing property providing a bond pursuant to this registration, must also provide bonds for all other vacant or foreclosing properties owned within the City of Maumee.

There is a one-time, per property cash maintenance bond of \$10,000 required as part of this registration. Please provide this cash bond payable to the City of Maumee and mail to:

City of
Maumee
400
Conant
Street,
Maumee
Ohio
43537

APPLICANT CERTIFICATION

Applicant Signature

Applicant Printed Name

Date

Appendix 2

VACANT PROPERTY REGISTRATION BOND DEPOSIT FORM

OFFICE USE ONLY

Received: Date: _____ Amount
 Check #:
 Processed By:
Account # - \$500 (admin. fee) →
Account # - \$9,500 (balance) →

Section 1 - PROPERTY INFORMATION:

Address: _____ Parcel Number: _____ Apartment numbers if
multi-family property:
Type of property: Single-family ☐ Duplex ☐ Tri-plex ☐ Multi-family (4+ Units) ☐ Commercial ☐ Rooming House ☐
Is the property currently vacant or showing signs of vacancy: ☒ YES ☐ NO ☒ UNKNOWN
Vacant and foreclosed property registration form completed and submitted: ☐ YES ☐ NO
Vacant and foreclosed property registration fee paid: ☒ YES NO
Owner / Former Owner / Mortgagor: _____ Current Address:
_____ Phone #: _____

Section 2 – MORTGAGEE / BANK / LENDER / SERVICER INFORMATION:

Name of entity:	Phone #: _____		
Address:	City: _____	State: _____	Zip: _____
Name & Title of Contact Representative:	_____		
Address:	City: _____	State: _____	Zip: _____
Email:	Phone #: _____		

Section 3 – FORECLOSURE INFORMATION (if applicable):

Case #:			
Filing Date:	Case Status: OPEN ☐	CLOSED ☐	

Section 5 – PROPERTY MANAGEMENT OR PRESERVATION AGENT (if applicable):

Any owner of a vacant and/or foreclosing property shall provide a cash bond acceptable to the City of Maumee, in the sum of not less than ten thousand dollars (\$10,000), to secure the continued maintenance of the property throughout its vacancy and remunerate the City of Maumee for any expenses incurred in inspecting, securing, marking, or making such property safe. The City of Maumee shall retain five hundred dollars (\$500) of said bond as an administrative fee. Any owner of a vacant or foreclosing property providing a bond pursuant to this registration, must also provide bonds for all other vacant or foreclosing properties owned within the City of Maumee.

There is a one-time, per property cash maintenance bond of \$10,000 required as part of this registration.

Please provide this cash bond payable to the City of Maumee along with this form and mail or hand deliver to:

Company Name: _____

Address: _____ City: _____ State: _____ Zip: _____

Phone #: _____ Emergency Phone #: _____ Fax #: _____

Contact Person Name & Title: _____

Direct Phone #: _____ Email: _____

CERTIFICATION

I certify that the information contained in this bond deposit form is true and accurate to the best of my knowledge and understand that completion of this bond deposit form does not relieve the owner of applicable obligations set forth in the City of Maumee codified ordinances.

Applicant Signature

Applicant Printed Name

Date

Appendix 3

City of Maumee

VACANT PROPERTY REGISTRATION BOND RELEASE FORM

		<u>OFFICE USE ONLY</u>
Date Request	Received:	_____
		Balance Issued Date: _____
		Check #: _____
		Amount to Release: _____
		City Official Sign Off: __ Date of City Sign Off: ____

Section 1 - PROPERTY INFORMATION:

Address: _____		Parcel Number: _____	
Type of property: Single-family	☐	Duplex	☐
Tri-plex	☐	Multi-family (4+ Units)	☐
Commercial	☐	Rooming House	☐

Section 2 – MORTGAGEE / BANK / LENDER / SERVICER INFORMATION:

		Phone #:	_____
Name of entity:	_____		
Address:	City: _____	State:	Zip: _____

BOND RELEASE JUSTIFICATION (SELECT ONE)

Section 3 – SALE INFORMATION (IF APPLICABLE):

New Owner's Name:

New Owner's Address:

Transfer Date:

New Owner Phone:

Section 4 – FORECLOSURE DISMISSAL (IF APPLICABLE):

Case Number:

Dismissal Date:

Section 5 – SERVICER TRANSFER (IF APPLICABLE):

Transfer Date:

New Servicer Name:

New Servicer Address:

Contact Person Name:

Contact Person Phone:

Section 6 – BOND INFORMATION:

Bond Paid by Check #:

Date of Check:

Section 7 – BOND RELEASE INFORMATION:

Payee Name:

Payee Address:

Contact Person for Payee Name:

Phone:

CERTIFICATION

I certify that the information contained in this bond release form is true and accurate to the best of my knowledge.

Date

Applicant Signature

Applicant Printed Name

Appendix 4

City of Maumee Ohio

RESIDENTIAL VACANT & FORECLOSED PROPERTY EXEMPTION FORM

Section 1 - OWNER:

Owner refers to person or persons with legal title

Type of Owner: Individual ☐ Sole Proprietorship ☐ Partnership ☐ Corporation ☐ Trust ☐ Other ☐

Owner's Name: _____

Address: _____ City: _____ State: _____ Zip: _____ Phone
#:

_____ Emergency Phone #: _____

_____ Date of Birth: _____

Social Security/Tax ID#: _____

Email Address: _____

Statutory Agent of corporation or partnership: _____

If owner is a partnership, LLC, corporation, or trust, complete the following for one partner, member, officer, or trustee:

Name & Title: _____

Address: _____ City: _____ State: _____ Zip: _____

Section 2 - RESPONSIBLE PARTY (Complete if Responsible Party is Different from the Owner):

Responsible Party's Relationship to Owner:

Beneficiary ☐

Beneficiary's Designated Agent ☐

Legal Owner ☐

Legal Owner's Designated Agent ☐

Name of responsible party: _____

Address: _____ City: _____ State: _____

Zip: _____

Phone #: _____ Social Security #: _____

Tax ID# of corporation or partnership: _____

If responsible party is a partnership, LLC, corporation, or trust, complete the following for one partner, member, officer, or trustee:

Name & Title: _____

Address: _____ City: _____ State: _____

Zip: _____

Section 3 - PROPERTY INFORMATION:

Address: _____

Apartment numbers if multi-family unit: _____

Type of Property: Single-family ☐ Duplex ☐ Tri-plex ☐ Multi-family (4+ Units) ☐ Commercial ☐ Rooming House ☐ If

multi-family, list the number of units in the property:

If a rooming house, list the number of sleeping rooms in _____ the property:

☐ ☐ UNKNOWN ☒

Is the property currently vacant or showing signs of vacancy: YES NO

Section 4 – VACANT BUILDING PLAN:

If the property listed in Section 3 of this form is vacant or is showing signs of vacancy, please provide a statement detailing the request for exemption:

- (1) Name and contact information for listing agent. (if applicable)
- (2) Rehabilitation Plan for the property. (if applicable) (3) Demolition plan for the property (if applicable)

Section 5 – PROPERTY MANAGEMENT OR PRESERVATION AGENT *(If Applicable)*:

If the property is vacant or shows evidence of vacancy AND the responsible party (listed in Section 2) is located more than thirty (30) miles outside of the City limits, please provide the following information for the responsible property management or property preservation company that will oversee maintenance and security of the property:

Company Name: _____

Address: _____ City: _____ State: _____ Zip: _____

Phone #: _____ Emergency Phone #: _____

Fax #: _____

Contact Person Name & Title: _____

Direct Phone #: _____ Email: _____

Please note, this initial registration shall be effective for the duration of the calendar year in which it is made. For any registered property that is still subject to the registration requirements on January 1 of each year, the responsible party must submit a renewed registration by no later than January 31st of that year.

APPLICANT CERTIFICATION

Applicant Signature

Applicant Printed Name

Date

ORDINANCE NO. 019 -2024

AN ORDINANCE ENACTING A REAL PROPERTY CONVEYANCE CODE

WHEREAS, the Environmental Protection Agency has mandated that the City of Maumee eliminate illegal connections to the Maumee Sanitary sewers and other illicit discharges; and

WHEREAS, Council has found that many commercial and residential properties are conveyed, sold and transferred that have illegal connections to the sanitary sewer which include but are not limited to connections from sump pumps, downspouts, footer tiles and yard drains, connections from parking lots, connections to cesspools, have sewer laterals that are in need of repair or replacement and that these issues when they are not disclosed or inspected prior to the transfer of real property are a health and safety issue for the purchasers, renters, citizens of Maumee, and the public;

WHEREAS, many of the purchases of residential properties are made by investors or other entities who are difficult to locate to remedy issues with the properties;

WHEREAS, the City of Maumee submits this code will provide a means to help remedy environmental issues as set forth herein;

WHEREAS, it is the intent that the costs of the inspections and repairs to be borne by the sellers and/or buyers of real property within the City of Maumee .

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Maumee to adopt and enact Title Fourteen, Chapter 1390 of the Maumee Code to regulate certain property sales in the City of Maumee, Ohio as follows:

SECTION ONE:

CHAPTER 1390 as set forth in Exhibit A, attached hereto and incorporated herein by reference, is hereby adopted as part of the Maumee Codified Ordinances.

The City Administrator is hereby authorized and empowered to establish, and promulgate such administrative rules, regulations and fees as deemed reasonable and necessary governing registrations, and inspections of properties that are subject to the provisions of this Ordinance, that are not inconsistent with the provisions of this Ordinance or the Clean Water Act in terms of direct storm water connection to sanitary sewer outlets or indirect inflow and infiltration of storm water to an inappropriate outlet..

SECTION 2.

STATUTORY CONSTRUCTION & SEVERABILITY.

(a) This Ordinance shall be construed so as not to conflict with applicable Maumee Code, Federal or State of Ohio laws, rules, or regulations . Nothing in this Ordinance authorizes any City department to impose any duties or obligations in conflict with regulations established by Maumee Code not modified herein, at the time such action is taken.

(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.

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

Motion to waive three readings:

Seconded:

Yeas Nays

Motion to pass:

Seconded:

Yeas Nays

Passed: June 10, 2024

Mayor

ATTEST:

Municipal Clerk.

APPROVED AS TO FORM:

Law Director

EXHIBIT A

Real Property Conveyance Code

- 1390.01 Certificate of Inspection required.
- 1390.02 Application for inspection.
- 1390.03 Orders for correction.
- 1390.04 Fees.
- 1390.05 Required use of Certificate of Inspection.
- 1390.06 Warranty of compliance.
- 1390.07 Forms, rules, and regulations; appeals.
- 1390.08 Escrow agent obligations.
- 1390.09 Reliance on Certificate of Inspection and Compliance Document.
- 1390.99 Penalty.

1390.01 CERTIFICATE OF INSPECTION REQUIRED.

(a) The owner of any dwelling structure, commercial building structure or other building or land upon which such buildings are located, shall obtain a Certificate of Inspection or Certificate of Compliance as set forth herein, prior to selling, transferring, or otherwise conveying an interest in such property.

(b) No owner of real estate described in subsection (a) above shall sell, transfer, or otherwise convey an interest in real property within the City of Maumee without first presenting the prospective purchaser or grantee with a copy of a Certificate of Inspection or a copy of a current Certificate of Compliance issued by the City of Maumee when the same is required.

(c) In the event the real estate described in subsection (a) above is sold at Sheriff's sale or other court-ordered auction, and no Certificate of Inspection or Certificate of Compliance has been issued within one year prior to such sale, the purchaser shall apply in writing to the Chief Building Official or Public Service Director within thirty (30) days after the date of sale for an inspection of the property. The method of application and inspection shall be as set forth in Section 1390.02

(d) This chapter shall not apply to the individual transfer of property where the transfer is for purposes of solely changing the nature of ownership from an individual to a trust or limited liability company wholly owned or controlled by the same owner without any monetary consideration, transfers on death to a surviving spouse or current resident of the property transferred upon death, or other transfers between residents who occupy the subject property.

1390.02 APPLICATION FOR INSPECTION.

(a) If the City of Maumee performs the inspection, application for the Certificate of Inspection or a Certificate of Compliance required by this Chapter shall be made by the owner, or an agent for the owner, upon forms provided by the Service Department. If the purchaser is a corporation

or Limited Liability Company (LLC), they shall provide proof of proper registration of the LLC or Corporation with the Ohio Secretary of State.

(b) If the applicant consents to the inspection, the parties shall agree on a time during regular business hours of the Service and/or Public Safety Department or their designee for an inspection.

(c) If, after application, the owner, authorized agent, or occupant refuses to consent to an inspection of the subject property or consent is otherwise unobtainable, the Chief Building Official and/or Public Service Department Staff or their designees, may make such inspection after first obtaining a search warrant as provided herein or as otherwise provided for by law. Non-emergency inspections shall be scheduled by the City. Notices for requests for non-emergency inspections shall be mailed or emailed to the property owner and/or occupants one week in advance of inspections unless an alternative time is agreed to by the property owner or their agent. Inspection staff may also contact the property owner and/or tenant by phone to schedule said inspection. The City official, their employee, designee, or subcontractor shall present credentials to the owner and/or occupant and request entry. If the structure or premises is unoccupied, the City official shall first make reasonable effort to locate the tenant, owner, or owner's authorized agent or other person having charge or control of the structure or premises and request entry. If entry is refused, the City official shall have recourse to the remedies provided by law to secure entry. In a non-emergency situation where the owner or occupant of any dwelling refuses entry to a unit or dwelling, the Director of Public Safety, Director of Public Service, Chief Building Official, Chief of Police, or Fire Official shall obtain a warrant from the appointed administrative hearing officer or a court of competent jurisdiction according to applicable law. In a non-emergency situation, the property owner and/or occupant shall be afforded the opportunity for pre-compliance review as to the need for an inspection before a neutral decision maker according to law.

(d) The following schedule for issuing a certificate of inspection shall be followed, except where a longer period is required because of a large number of units in a building or other causes beyond the control of the City:

Within ten days after receipt of the application and required fee, the Chief Building official or service department or their designee shall cause an inspection of the designated property to be made.

The Chief Building official or their designee shall then issue a Certificate of Inspection within ten working days after gaining access to the subject property. The certificate shall contain the following information:

- street address, permanent parcel number or other identifying characteristics of the property;
- name, address, email address and telephone number of the owner;
- authorized use and occupancy of the structure(s) or building(s);
- list of improper sewer connections or items not in compliance with this code existing at the time of the inspection.

The Chief Building Official or the Public Service Director or their designee shall issue a Certificate of Compliance for all properties that are in compliance with the items set forth hereinafter. A Certificate of Compliance shall be valid for one (1) year.

(e) Use of a private inspector is authorized to perform the inspection required by this code. An inspector that is approved by the City of Maumee will be required to perform both the exterior and interior inspections required by this code. Fees for the inspection service will be the responsibility of the property owner. The inspections will be required to be notarized and filed with the city on inspection forms provided by the city within 14 days of the completion of the inspections accompanied with a written plan to correct any non-compliance.

1390.03 ORDERS FOR CORRECTION.

(a) Except in the case of immediate danger to the public health or safety, the Certificate of Inspection shall contain the order of the Chief Building official or their designee for the correction of violations referred to herein and/or noted on the Certificate, which shall be corrected by the owner of the property within ninety (90) days of the issuance of the Certificate, unless for good cause shown, the Chief Building official, or the Public Service Director, or their designee has extended the time for such completion.

(b) As to property purchased at a Sheriff's sale, or other court-ordered auction, if violations noted in the Certificate of Inspection have not been corrected within ninety (90) days as set forth in subsection (a) hereof, the Public Service Director or their designee may extend such time for completion, but shall require a performance bond or equivalent financial guarantee in form satisfactory and approved by the Director of Law, issued to the City in an amount reasonably calculated, as determined by the Director, to ensure the correction of such violations.

(c) The City Administrator is authorized to enter into development agreements that provide for correction of violations that vary from the foregoing.

1390.04 FEES.

(a) The fee charged for the Certificate of Inspection shall be based upon a calculated rate as determined by the amount of time involved for the inspection.

(b) A re-inspection fee shall be charged for each re-inspection to be paid by the owner of the property at the time of the issuance of the Certificate of Compliance.

(c) A property owner who fails to appear at the scheduled inspection time and date agreed to at the time the application for a certificate of inspection is filed with the City shall be charged a fee of fifty dollars (\$50.00), unless said property owner provides the Service or Public Safety Departments with one full business days' notice of cancellation of the appointment.

1390.05 REQUIRED USE OF CERTIFICATE OF INSPECTION.

(a) No person, agent, firm, or corporation shall sell, transfer title, or convey an interest in any dwelling structure, commercial building structure or other building or land upon which such buildings are located without first providing the purchaser with a current Certificate of Inspection or a current Certificate of Compliance.

(b) The seller shall deposit in escrow a statement signed by the purchaser acknowledging receipt of the Certificate of Inspection or Certificate of Compliance, and such statement shall list thereon the date the Certificate was given to the purchaser.

(c) A copy of the purchaser's signed acknowledgement form, described in Section 1390.05 (b), shall be provided to the Service Department as a condition of transfer of title.

(d) If all violations listed on the Certificate of Inspection are not corrected prior to transfer of title, an escrow account shall be established between the buyer and seller and funds, in an amount not less than five hundred dollars (\$500.00) and equal to one hundred ten percent (110%) of the estimated cost of repairs, shall be deposited therein to pay for the cost to correct all remaining violations. The amount to be held in escrow shall be determined by procuring written

estimates from at least two companies capable of performing the work. The amount deposited into escrow shall be one hundred ten percent (110%) of the higher of the two estimates. If the party establishing the escrow (seller or purchaser) can demonstrate to the Public Service Director or their designee that after a good faith effort he/she is unable to obtain two written estimates, the Public Service Director or their designee may establish the amount of the escrow. In lieu of the deposit of funds into escrow, the purchaser may request permission from the Chief Building official, Public Service Director, or their designee to allow a bond of adequate surety, of at least one hundred ten percent (110%) of the estimated cost of repairs. Said bond shall be approved the Law Director before being accepted by the Chief Building official, or Public Service Director or their designee. If the bond is rejected for any reason, the seller or purchaser shall be required to deposit cash in the escrow account as set forth above. If after securing a bond, the violations are not corrected in a timely manner as set by the Chief Building official or their designee, the City may enforce collection of the bond, pursue enforcement of any and all violations in the inspection report, demand additional cash deposits be made to the escrow account, and take such other actions deemed necessary for compliance. If a purchaser fails to correct the violations in a timely manner, no further bonds will be accepted from that purchaser or any related entities for the property in question or any other properties in the City.

(e) Funds in escrow or the bond shall be disbursed or released only upon written authorization from the Chief Building official, the Public Service Director, or their designee. If the funds held in escrow are less than three thousand dollars (\$3,000), no funds held in escrow shall be released until all violations are corrected. If the funds held in escrow exceed three thousand dollars (\$3,000), the Public Service Director or their designee may authorize partial release of funds from escrow upon his/her determination that substantial progress has been made in correcting the violations and that sufficient funds remain in escrow to correct all remaining violations.

1390.06 WARRANTY OF COMPLIANCE.

In every sale of realty to which this chapter applies, the seller of the property shall warrant, or be presumed to have warranted that the structures and premises are in compliance with the codes related to discharge of storm water into the sanitary sewer or as otherwise set forth in section 1390.07 unless the seller has obtained and presented to the buyer a Certificate of Inspection or a copy of a Certificate of Compliance as provided for herein, or unless the buyer has actual written knowledge of the deficiencies or violations at the time of the contract of sale and either the buyer or seller has agreed to repair the same and bring the same into compliance with State and Federal law as it relates to illegal connections and illicit discharges.

1390.07 FORMS, RULES, AND REGULATIONS; APPEALS.

The Service Department, Urban Planning Manager, Chief Building Official or City Administrator is authorized and directed to promulgate such forms, rules, and regulations for the inspection requirements set forth below, and as are necessary for the efficient administration of this chapter. Rights of appeal from the decisions of City Officials related to the inspections, are provided for in Section 1303.01 of the Maumee Codified Ordinances. The inspection(s) required under this Ordinance shall address the following: any issues involving connections to the Maumee sewer system or connections to cesspools; whether a legal and proper connection to the Maumee sewer system exists for the property; that the downspouts, footer tiles, parking areas, sump pumps or other drains are not connected to the sanitary sewer system; that the sewer piping on such property from building to right-of way to the sanitary sewer is in good condition and reasonably

free from infiltration; and that there are proper outlets for storm water. No Certificate of Compliance shall be issued to a new owner of an existing building until the applicant for such Certificate shall have produced evidence, satisfactory to the Chief Building Official, of the repair or resolution of foregoing inspection items.

1390.08 ESCROW AGENT OBLIGATIONS.

No person, firm or corporation acting in the capacity of an escrow agent in any real estate transaction shall transfer title, file any instrument to transfer title, or disburse funds from any sale unless the provisions of this Chapter have been satisfied.

1390.09 RELIANCE ON CERTIFICATE OF INSPECTION AND COMPLIANCE DOCUMENT.

In issuing a certificate of inspection or certificate of compliance, the City does not thereby insure, warrant, or guarantee to the holder thereof, to his assignees, or any other interested party that such certificate contains all of the violations of the Codified Ordinances of the City of Maumee or statutes of the State. Such certificate should be considered by all parties as the City's best effort to make known to owners and purchasers of real estate the known violations as set forth herein, on a given property at the time the inspection is made. A copy of this provision of the code shall be contained in each certificate of inspection.

1390.99 PENALTY.

Any owner, tenant, agent, or person in control of property that sells or otherwise conveys a property without a current Certificate of Inspection or current Certificate of Compliance, when required; releases funds in escrow without approval; provides a false inspection report; falsifies any other documents required hereunder; or violates any provision of 1309.05, shall be guilty of an unclassified misdemeanor for each offense, punishable by a fine of no less than \$250 and not to exceed \$1000. Each day after a violation occurs shall be deemed a separate and distinct offense hereunder.