

The Public Information Committee held a meeting on Tuesday, September 9 at 4pm after proper notice was given to the public. The meeting was held in Maumee City Council chambers. In attendance were Jon Fiscus, Committee Chair; Margo Puffenberger and Chelsea Ziss, committee members; Gabe Barrow, Ted Kurt, and Phil Leinbach, council members; Nancy Gagnet, Public Information Officer; Jennifer Harkey, Finance Director; Alan Lehenbauer, Law Director; Matt Griggs, Public Service Director; and Paula Jones, Julie Korelewski, Sarah Mokri, David Ross, and John Sayre, Maumee residents.

Meeting was called to order at 4:05pm.

Mr. Fiscus noted that the agenda showed a sewer update but clarified it was an update on the proposed sewer presentation to explain where the city is currently at and not a presentation specifically about sewers.

The first item on the agenda was a discussion on the topic of the city website. The Public Information Officer gave an overview of the research she has done for a potential change of website provider. She has been looking into a company that is more specialized in municipal websites. She provided a list of specific needs she sees for the website and the challenges of the current set up. The committee spoke on how a website should not only be easily accessible by the public, but also easily updated by city staff. The next step in the process is to set up a demo with the potential website provider to get insight at what the new site could look like. A change in website provider would likely result in some savings, but there may be some new costs associated with other tasks our current host provides.

The second item was an update on where the city is at regarding a presentation regarding the sewer program. The chair noted that a meeting was held with staff that went over what that presentation might look like, where it could be held, how it could be made available to as many people as possible, etc. It was also shared that until the consent decree is finalized, it would be premature to hold a meeting until the city has confirmation that we have the all clear to move ahead with the program. Additionally, a discussion was had about having some type of survey sent out for community members to submit specific questions to help formulate the talking points of a sewer presentation. Other methods of disseminating information were discussed and it was determined that as many methods as possible were on the table- website, text message, mail, etc. Once the consent decree is finalized, staff feel more comfortable moving forward with a formal presentation.

The final item on the agenda was the discussion of a potential forum regarding marijuana sales in the city. While the city still awaits finalization of state laws, the city has a moratorium on all marijuana shops in place. It was discussed that moving forward a survey of some sort could be formulated to find out the thoughts of the community regarding the subject. Pending those results, the next steps could be determined.

With no other items on the agenda, the meeting was adjourned at 5:07pm.

The Charter Review Advisory Commission met on Tuesday, September 9, 2025 at 5:30pm. Present were commission members Rich Carr, Gretchen Fayerweather, Allison Fiscus, and Karla Lewis.

The first order of business was to elect a chairperson. Ms. Lewis nominated Ms. Fayerweather, with Ms. Fayerweather declining the nomination. Ms. Fayerweather then nominated Ms. Fiscus. Ms. Fiscus was voted unanimously as chairperson.

The law director then gave a brief overview on potential charter items that may need reviewed. After his synopsis, the chair asked if any other members had any items that they felt should be considered. The mayor suggested that the commission may not want to submit too many issues to the voters all at once for fear of fatigue.

Potential items up for review include, but are not limited to:

- Primary date
- Recall provisions
- Term limits
- Elected official compensation/review
- Military service provisions
- Vacancy clarification

Commission members agreed to look into these items and any other suggestions they may receive and will reconvene to further discuss any recommended charter revisions.

The meeting was adjourned at 6:03

Personnel Committee Meeting
September 10, 2025

Meeting called to order at 7:30 am.

Roll call: Barrow, Kurt, Leinbach.

Also in attendance: Jennifer Harkey, Finance Director; Alan Lehenbauer, Law Director; Matt Griggs, Public Service Director; Nancy Gagnet, Public Information Officer; Kasey Van Wormer, Municipal Clerk; Jim MacDonald, Mayor; Gina Schell, Asst to the City Administrator; Chelsea Ziss, Councilmember; Donna Helle, Asst. Finance Director; and Isiah Gonzalez, Scott Sund, John Sayer, Paula Jones, Dave Ross, and Ric Hardy, residents.

Mr. Barrow commenced the meeting by reviewing the agenda items and discussed a firm that specializes in administrative searches but comes with a large price tag. Mr. Leinbach asked about getting started, job descriptions, and past searches with Mayor MacDonald explaining that previous searches he was aware of were done by posting and word of mouth, focusing on local professionals. Mrs. Harkey added that the directors have been tasked with working on the administrator's job description with recommendations. Mayor MacDonald further discussed the importance of getting the information out there to get interest, making a decision regarding what avenue to take, noting the ICMA handbook and developing the screening process and interview committee. The committee agreed to reconvene in the next two weeks to review the updated job description.

The next item was the Human Resource position, the most recent job description (2021) and the current distribution of duties, as well as the valuable functions required of HR. The level of HR professional needed was discussed with the committee agreeing that a manager level position would be needed. Mrs. Ziss added discussion regarding a gap analysis and having a third party consulting firm to audit what is currently being done prior to hiring the new HR position for best practices. Discussed sending RFP to see if it is worth the cost, organizing internally, and posting options for the position.

The final item for review was the City's organizational chart; the most recent one created, various charts of other local municipalities, and a proposed draft of a new, more encompassing chart. Mr. Barrow questioned the chart's compliance with the charter; Mr. Lehenbauer stated he will complete an analysis to compare to the Charter's compliance. Discussion of contradictions within the charter and ordinance changes, job description, and overlapping duties ensued. Mr. Leinbach discussed comparing ratios of administrative/managerial costs to line staff workers from now to 5 years ago to evaluate budget issues and structural analysis. Mayor MacDonald summarized the concerns with positions and descriptions falling back to replacing HR position, use an outside organization or continue what we are doing.

Mr. Leinbach moved to recommend posting the HR Manager job position. Mr. Kurt seconded the motion. All in favor.

Mr. Leinbach moved to adjourn the meeting at 8:23 am. Mr. Kurt seconded the motion. All in favor.



August 20, 2025

Dear Mayor MacDonald and City Council Members:

On Sept. 16, 2024, the Maumee Senior Center entered into a lease with the City of Maumee for the use of the building and property, which houses the Maumee Senior Center's operations, at 2430 S. Detroit, Maumee. The lease term ends Dec. 31, 2025.

As per the lease agreement Section 3, Renewal Option, this letter officially notifies the City of Maumee that the Maumee Senior Center would like to extend the term of the lease for one additional period of 2 years to commence immediately upon the expiration of the term of this lease. The Maumee Senior Center, as the Lessee, is notifying the Lessor in writing of its intent to renew not less than 3 months prior to the expiration of the term of this lease.

The Maumee Senior Center greatly appreciates the use of the facility and the ongoing support of the City of Maumee. Thanks to your support, the Maumee Senior Center is able to provide services and activities for seniors to enhance their quality of life and help seniors remain independent at home longer.

Sincerely,

Malinda Ruble

Malinda Ruble

Executive Director

Maumee Senior Center

2430 S. Detroit Ave.,

Maumee, OH 43537

419.893.1994

maumeseniorcenter@gmail.com

LEASE AGREEMENT

CITY OF MAUMEE, an Ohio Municipality with offices located at 400 Conant Street, Maumee , Ohio 43537 (herein "Lessor") and MAUMEE SENIORS INC., an Ohio Non-Profit Corporation, with offices located at 2430 S. Detroit Avenue, Maumee, Ohio 43537 (herein "Lessee"), hereby agree as follows:

1. **Leased Premises.** Lessor, in consideration of the rents to be paid and covenants to be performed by Lessee hereunder, hereby leases to Lessee for the term and subject to the covenants and conditions a tract of land, located at 2430 S. Detroit Avenue, Maumee, Ohio 43537 (herein "the premises"), more specifically described as parcel number 36-02004 in the City of Maumee in the County of Lucas and State of Ohio, as described in a certain deed recorded in Official Records 92 291C05, Lucas, County. A legal description of the premises is attached hereto as Exhibit A. Lessee shall have use of the public parking lot on the premises for parking purposes only.

2. **Term.** The term of this will be for a term commencing on the 16th day of September 2024 and terminating on the 31st day of December 2025 at 11:59 P.M.

3. **Rent.** Lessee will pay Lessors as rent for the premises during this initial lease term the sum of one dollar (\$ 1) payable in advance on or before the 30th day of September of 2024, payable to Lessor at 400 Conant Street, or at such other place as Lessor may designate.

Renewal Option. Lessee shall have the option to extend the Term of the Lease for one (1) additional period of two (2) years to commence immediately upon the expiration of the term of this lease, provided Lessee is not in default of any term, covenant or condition of the Lease and provided Maumee City Council approves the term of the renewal. In order to exercise its options granted herein, Lessee shall notify Lessor in writing of its intent to renew not less than three (3) months prior to the expiration of the term of this lease. Upon the exercise of this renewal option, the Lease shall continue under all the same terms and conditions.

Late Charge. Lessee shall be subject to a late penalty charge per late payment of \$50.00 per missed payment should the rent be paid more than 15 days past the due date.

Utilities. Lessee shall be responsible for transferring all billings for utilities into its name and shall be liable for all utility services required on the premises, except for water and

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

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

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

4. **Use of Premises.** Lessee agrees to use said premises as a senior center, a multi-purpose center to provide services for Maumee Senior citizens. Lessee will not allow or use illegal drugs, including marijuana or allow excessive use of alcoholic substances upon the premises. Lessee shall not allow smoking or vaping on the premises. Lessee will not commit or suffer any waste in the premises, use the premises or permit them to be used for any unlawful purpose or any illegal, dangerous, noxious, or offensive activity or cause or maintain any nuisance in the premises. Lessee shall comply with Ohio Revised Code Section 9.03 including those provisions which prohibit the support or opposition of any tax levy. At the end of the term of this lease Lessee will deliver up the premises in as good an order and condition as they now are, or may be put by Lessor or Lessee, reasonable use and ordinary wear and tear thereof and damage by fire or other casualty excepted. Lessee shall obtain renter's contents and liability

insurance and shall be personally liable for any and all injuries which could occur on the premises and agrees to indemnify and hold Lessor harmless for any damages which it may incur due to any such injuries.

Lessee shall defend, indemnify, and hold harmless the City of Maumee, its officers, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of Lessee's use of Premises, or from the conduct of Lessee's business, or from any activity, work or thing done, permitted, or suffered by Lessee in or about the Premises. Lessee acknowledges that the City of Maumee does not control the activities or operations of the Senior Center and that Maumee Seniors Inc, and its employees, agents and volunteers are solely responsible for the activities and operations taking place at the premises. The provisions of this section shall survive the expiration or termination of this Agreement.

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

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

7. **Repairs and Maintenance.**

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

8. **Alterations.** Without the prior written consent of Lessor, the Lessee shall make no structural alterations to the building or the rented premises or construct any building or make other structural improvements on the premises. Lessee has the authority to make such improvements to the interior of the premises as necessary for the maintenance and operation of the senior center upon written approval of lessor. A violation of this item, with the exception of

fixtures installed by lessee and removable without damage to the premises and movable personal property, shall be deemed default under this lease.

Any alterations preapproved or otherwise must be done at Lessee's expense and will remain with the premises upon expiration of this lease. Lessee agrees to forfeit all rights to fixtures, alterations and/or improvements as well as reimbursement of expenses therefore upon termination of the lease, abandonment of the property or when vacating the property.

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

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

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

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

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

14. **Default.** In the event that:

- a. The rent, or any part thereof, remains unpaid for 30 days after being due.
- b. Lessee's interest herein is sold under execution or other legal process.
- c. Lessee makes an assignment for the benefit of creditors.
- d. Any proceeding in bankruptcy, an arrangement or re-organization or any other proceeding under any insolvency law, is instituted by or against Lessee.
- e. A receiver or trustee is appointed for the property of Lessee; or
- f. Lessee fails to keep any of the other covenants of this lease, it will be lawful for Lessor to re-enter and repossess the premises by any lawful means and thereupon this lease shall terminate.
- g. Lessees' failure to maintain its status as a non-profit corporation in good standing or ceases operation as a Senior Center.
- h. Lessee breaches any term of this lease.

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

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

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

The language in this Lease shall be interpreted as to its fair meaning and not strictly for or against any party. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Lease. The headings in this Lease are included for convenience only and shall neither affect the construction or interpretation of any provision of this Lease nor affect any of the rights or obligations of the parties to this Lease. Should any part of this Lease be held invalid or unenforceable, that portion shall be construed as much as possibly consistent with applicable law and the remaining portions shall remain in full

force and effect. Lessors' failure to enforce any provision of this Lease shall not be deemed a waiver of such provision nor of the right to enforce such provision. The parties' rights under this Lease shall survive any termination of this Lease for the purpose of enforcing the duties and obligations of the respective parties subsequent to such termination.

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

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

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

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

Lessee: Maumee Seniors Inc., 2430 S. Detroit Avenue Maumee Ohio 43537

WHEREAS, Lessors and Lessees have executed this agreement on the 16th day of September, 2024.

LESSOR:

CITY OF MAUMEE, an Ohio Corporation

By: James MacDonald
James MacDonald
Its: Mayor

LESSEE:

MAUMEE SENIORS INC, an Ohio Non-Profit Corporation

By: Joseph LaChapelle
By: Joseph LaChapelle

State of Ohio, County of Lucas } ss.

The foregoing instrument was acknowledged before me this 16th day of September, 2024 by James MacDonald, Mayor of CITY OF MAUMEE, an Ohio Corporation, on behalf of said corporation.



ALAN J. LEHENBAUER
Notary Public, State of Ohio
No Expiration Date O.R.C. 147.03

Alan Lehenbauer
Notary Public

State of Ohio, County of Lucas } ss.

The foregoing instrument was acknowledged before me this 12th day of
September, 2024 by MAUMEE SENIORS INC. by Joseph Luchette and N/A

Its President



Grace LeeAnn Sherriff
Notary Public, State of Ohio
My Commission Expires 05-11-26

Grace LeeAnn Sherriff
Notary Public

This instrument was prepared by:
Alan Lehenbauer
Maumee Law Director

EXHIBIT A

PARCEL I:

That part of the Southwesterly $\frac{1}{2}$ of Private Grant 579, Town 3 in the United States Reserve of 12 miles square at the foot of the Rapids of the Miami of Lake Erie in the City of Maumee, Lucas County, Ohio, bounded and described as follows:

Beginning at a point in the center line of Detroit Avenue, that is 252.95 feet Southwesterly of the intersection of the center line of Detroit Avenue with the Northeasterly line of the said Southwesterly $\frac{1}{2}$ of Private Grant number 579; thence Southeasterly along a line drawn normal to said center line of Detroit Avenue, a distance of 154.20 feet, more or less, to the Northwesterly line of the right of way, formerly owned by the Toledo, St. Louis and Western Railroad Co., (thereafter conveyed to the City of Maumee); thence Southwesterly along the Northwesterly line of said right of way, a distance of 318.16 feet, more or less, to the center line of Detroit Avenue; thence Northeasterly along the centerline of Detroit Avenue, a distance of 277.98 feet, more or less, to the place of beginning. ms
Subject to legal highways.

PARCEL II:

A strip of land in the Southwesterly $\frac{1}{2}$ of Private Grant 579, Town 3, United States Reserve, which lies between the River Road and Detroit Avenue, in the City of Maumee, Lucas County, Ohio, being a portion of the former right of way of the New York, Chicago and St. Louis Railroad Company, 80 feet in width and 40 feet on each side of the following described centerline:

Beginning at a point in the Northeasterly line of Private Grant 579 and 846.5 feet Northwesterly, measured along the Northeasterly line of said Private Grant 579, from a stone in the Southerly line of the River Road; thence 400 feet, more or less, to a point of tangency on a line making an angle $69^{\circ}34'$ from South to West with the said Northeasterly grant line; thence Southwesterly on a curve to the right, the radius, of which, is 2292.01 feet, a distance of 754 feet, more or less, to the terminal point in the centerline of Detroit Avenue, which point is 179.3 feet Northeasterly of the intersection of the centerline of Detroit Avenue with the Southwesterly line of Private Grant 579.
Subject to legal highways. ms

LIABILITY AND INDEMNIFICATION AGREEMENT

This Liability and Indemnification Agreement ("Agreement"), dated September 2024 is made between Maumee Seniors Inc. an Ohio Nonprofit Corporation with a principle place of business located at 2430 South Detroit Avenue, Maumee, Ohio 43537 and the City of Maumee, 400 Conant Street, Maumee, Ohio 43537.

In consideration of and return for the use of City of Maumee facilities located at 2430 South Detroit Avenue, Maumee, Ohio, and other financial assistance provided to Maumee Seniors Inc. by the City of Maumee, the undersigned agree to the following terms and conditions in connection with the provision of the building and provision of financial assistance. The undersigned Maumee Seniors Inc. shall defend, indemnify, and hold harmless the City of Maumee, its Directors, City Administrator, City Council, Mayor, Officers, servants, and employees from and against any and all claims, liability, losses, third party claims, damages, costs, or expenses (including attorney's fees) arising out of or resulting from findings for recovery by the State Auditor related to the provision related to the provision of the building located at 2430 South Detroit Avenue in Maumee, the provision of funds by the City of Maumee, the requirements of Ohio Revised Code Section 9.03 and as to rental income that Maumee Seniors Inc. retains from their subrental of the building located at 2430 South Detroit Avenue in Maumee provided by the City of Maumee pursuant to that certain Lease Agreement between Maumee Seniors Inc. and the City of Maumee.

The undersigned acknowledge that there are limits on the provision of public funds to any entity or agency and that the Ohio State Auditor could make claims that relate to the provision of the building located at 2430 South Detroit Avenue in Maumee, the provision of funds by the City of Maumee, and the subrental income being retained by Maumee Seniors Inc. do not serve a proper public purpose. The auditor could determine that a public purpose as defined by Ohio law is not met by these transactions. and/or that the Maumee Senior center has used funds received from Maumee for a non-public purpose. The undersigned agree that if the Ohio State auditor or any other state agency requires the return of said funds or makes a finding for recovery against the City of Maumee or its Directors, City Manager, City Council, Mayor, Officers, servants, and employees that Maumee Seniors Inc. shall be liable for any amounts required to be repaid by the Auditor.

The forgoing express obligation of indemnification shall not be construed to negate or abridge any other obligation of indemnification running to the City of Maumee that would otherwise exist. Maumee shall provide Maumee Seniors Inc. prompt and timely notice of any claims, threatened or made, or any lawsuit instituted against it which could result in a claim for indemnification hereunder. The extent of this Agreement of indemnification shall not be limited by any obligation or any term or condition of any insurance policy. The obligations set forth above shall survive the expiration or termination of this Agreement.

Maumee Seniors Inc. represents and warrants that they will perform services and use funds and the building being provided, in accordance with all applicable federal, state, and local laws, regulations, bylaws and ordinances and that they have obtained all requisite permissions from federal, state, and local authorities for operation of a Senior Center.

Miscellaneous

This Agreement is entered into in the Lucas County, State of Ohio and the laws of the State of Ohio without giving effect to its conflicts of law principles, govern all matters arising out of or relating to this Agreement and all of the transactions and matters it contemplates, including, without limitation, its validity, interpretation, construction, performance and enforcement. Maumee Seniors Inc. and the City of Maumee agree to bring any action arising out of or relating to this Agreement or the relationship between

them in the Lucas County Common Pleas Court, which shall have exclusive jurisdiction thereof and Maumee Seniors Inc. expressly consents to the jurisdiction of this state court in any action brought in connection with this Agreement, waiving any claim or defense that such forum is not convenient or proper.

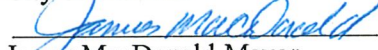
Maumee Seniors Inc. further represents that they, their board, and their employees, agents and agents have reviewed their obligations under State law and auditing practices related to the provision of the building located at 2430 South Detroit Avenue in Maumee, the provision of funds by the City of Maumee, the retention and use of rental income, and the requirements of Ohio Revised Code section 9.03 and understand that they must comply with these standards. Further Maumee Seniors Inc. acknowledges that they have authorized the undersigned to execute this agreement by the procedures required by their organizational rules and regulations.

Entire Agreement and Amendment

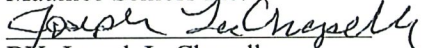
This Agreement may be amended only by written agreement of the parties, executed by the parties' authorized representatives and in compliance with all other regulations and requirements of law. The parties understand and agree that this Agreement constitutes the entire understanding between the parties and supersede all other verbal and written agreements and negotiations by the parties relating to the terms of this Contract.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

City of Maumee


James MacDonald-Mayor

Maumee Seniors Inc.


BY: Joseph LaChapelle

Its President

Date: September 12 2024



MEMO TO: Mayor MacDonald and Council

FROM: Personnel Committee

DATE: September 15, 2025

SUBJECT: Human Resource Manager

Recommendation:

Requesting Council to approve the posting of the Human Resource Manager position.



NOTICE TO LEGISLATIVE AUTHORITY

TO

10004853-1 PERMIT NUMBER	TRFO TYPE	VMA 1967 LLC MARATHON 1289 CONTANT STREET Maumee MAUMEE OH 43537
ISSUE DATE		
6/26/2025 FILING DATE		
C-2 C-1 PERMIT CLASSES		
48044 TAX DISTRICT	JUN RECEIPT NO	

FROM 7/2/2025

04159274-1 PERMIT NUMBER	TYPE	ISHOS OIL INC 1289 CONANT ST Maumee MAUMEE OH 43537
ISSUE DATE		
FILING DATE		
PERMIT CLASSES		
48044 TAX DISTRICT	JUN RECEIPT NO	

MAILED

09/04/2025

RESPONSES MUST BE POSTMARKED NO LATER THAN

10/03/2025

IMPORTANT NOTICE

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

REFER TO THIS NUMBER IN ALL INQUIRIES: JUN TRFO 10004853-1

(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

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

WE DO NOT REQUEST A HEARING ☐

DID YOU MARK A BOX?

IF NOT, THIS WILL BE CONSIDERED A LATE RESPONSE.

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

(Signature)

(Title) - ☐ Clerk of County Commissioner

(Date)

☐ Clerk of City Council

☐ Township Fiscal Officer

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

Required for expenditures \$25.00 or more

Date 8/21/25

Department Inspection

Special Instructions

Vendor Name & Address**Vendor #**

Redwood Maumes Reynolds Rd OH P, LLC.

7007 E. Pleasant Valley Rd

Independence, OH 44131

Atm: Patricia Bekoci

☐ Capital Purchase

requested by Lina Scholl

pprovals:

Department Head

Finance Certifying that funds have

been properly appropriated.

Date 8/21/25

Date _____

Date _____



MEMO TO: City Council Members

FROM: Mayor

DATE: September 15, 2025

SUBJECT: Development Agreement Authorization

Recommendation:

Authorize Law Director, after consultation with the Mayor, to sign development agreements pending the hiring of an Administrator.

RESOLUTION NO. 026 - 2025

A RESOLUTION ACCEPTING THE AMOUNTS AND RATES AS DETERMINED BY THE LUCAS COUNTY BUDGET COMMISSION AND AUTHORIZING THE NECESSARY TAX LEVIES AND CERTIFYING THEM TO THE COUNTY AUDITOR, AND DECLARING AN EMERGENCY

WHEREAS, This Council in accordance with the provisions of law is preparing a Tax Budget for the next succeeding fiscal year commencing January 1st, 2026; and

WHEREAS, The Budget Commission of Lucas County, Ohio, has certified its action thereon to this Council together with an estimate by the County Auditor of the rate of each tax necessary to be levied by this Council, and what part thereof is without, and what part within, the ten mill limitation; therefore, be it

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

SECTION 1. The amounts and rates, as determined by the Budget Commission in its certification, be and the same are hereby accepted; and be it further resolved

SECTION 2. There be and is hereby levied on the tax duplicate of said City for the next succeeding fiscal year commencing January 1, 2026, the rate of each tax necessary to be levied within and without the ten-mill limitation as follows:

Summary of amounts required from general property tax approved by Budget Commission and County Auditor's estimated tax rates.

FUND	Amount to Be Derived from Levies Outside 10-mill Limitation	Amount Approved by Budget Commission Inside 10-mill Limitation	County Auditor's Estimate of Tax <u>Rate to be Levied</u>	
			Inside 10-mill <u>Limit</u>	Outside 10-mill <u>Limit</u>
General Fund	\$740,000	\$1,330,000	2.20	1.20
Police Pension	-	187,000	.30	-
Fire	<u>\$2,900,000</u>			<u>5.60</u>
Total	\$3,640,000	\$1,517,000	2.50	6.80

SECTION 3. The Clerk of this Council be, and hereby is, directed to certify a copy of this Resolution to the Auditor of Lucas County.

SECTION 4. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal

requirements, including the Maumee Charter and Ohio law.

SECTION 5. This resolution is hereby declared an emergency measure and shall take effect and be in force and effect 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 immediate acceptance of this certification from the budget commission is necessary for the Maumee tax budget and for the timely return of this approval to the County Auditor.

Motion to declare emergency:

Second:

Yeas: Nays:

Motion to Pass:

Second:

Yeas: Nays:

Passed: September 15, 2025.

ATTEST:

Mayor.

Municipal Clerk.

Approved as to form by:

Law Director.

RESOLUTION NO. 027 – 2025

A RESOLUTION PROVIDING FOR A TAX LEVY IN ACCORDANCE WITH THE PROVISIONS OF SECTION 2 OF ARTICLE X OF THE CHARTER OF THE CITY OF MAUMEE, OHIO, AND DECLARING AN EMERGENCY.

WHEREAS, a portion of the territory heretofore annexed by the City of Maumee is located in Springfield Township - Springfield LSD PC VSD, and

WHEREAS, the aggregate millage to be levied for municipal purposes herein would exceed the ten (10) mill limitation unless the provisions of Section 2 ARTICLE X of the Charter of the City of Maumee be placed in operation,

NOW, THEREFORE, BE IT RESOLVED BY THE Council of the City of Maumee, Ohio, that:

SECTION 1. In accordance with the provisions of Section 2 of ARTICLE X of the Charter of the City of Maumee, Ohio, and the provisions of Section 5705.18 (B) of the Revised Code of Ohio, the Auditor of Lucas County, Ohio, and the Budget Commission of Lucas County, Ohio, are hereby requested to certify the tax rate for the City of Maumee for current operating expenses for the next succeeding fiscal year commencing January 1, 2026 in accordance with the following schedule:

Taxing District	Inside Millage	Outside Millage	Total (Pursuant to Charter)
City of Maumee	2.50	6.80	9.30

and the tax rate that shall be levied by the City of Maumee for the 2024/2025 tax duplicate shall be in accordance with the schedule herein above set forth.

SECTION 2. The Municipal Clerk be, and hereby is, directed to certify and forward copies of the Resolution to the Auditor and the Budget Commission of Lucas County, Ohio.

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

SECTION 4. This resolution is hereby declared an emergency measure and shall take effect and be in force and effect 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 immediate acceptance of this certification from the budget commission is necessary for the Maumee tax budget and for the timely return of this approval to the County Auditor.

Motion to declare an emergency:

Second:

Yeas: Nays:

Motion to Pass:

Second:

Yeas: Nays:

PASSED: September 15, 2025

Mayor.

ATTEST:

Municipal Clerk.

Approved as to form by:

Law Director.



Alan Lehenbauer | Law Director

p 419.897.7070 | alehenbauer@maumee.org

September 9, 2025

Adam Pierce
Division of Environmental and Financial Assistance
Ohio Environmental Protection Agency
P. O. Box 1049
Columbus, Ohio 43216-1049

RE: Maumee Uptown Sanitary Sewer Project AIMS 11012 Uptown Sanitary Service Lateral Lining - Contract 1

Dear Mr. Pierce,

I am the Law Director for the City of Maumee (Borrower). The purpose of this letter is to provide a site title opinion that demonstrates the Borrower has sufficient vested legal interest in all real property to ensure such construction in accordance with the project schedule and undisturbed operation and maintenance of the completed project for its intended useful life. The opinion must apply to all contracts.

Further, this will confirm that all property acquired for this construction project were obtained in compliance with the Federal Uniform Relocation Assistance and Real Property Acquisition Act of 1970 as amended.

If you need anything further, let me know.

Sincerely,

A handwritten signature in blue ink that reads "Alan Lehenbauer". The signature is fluid and cursive, with a long horizontal stroke at the end.

Alan Lehenbauer
Maumee Law Director

RESOLUTION NO. 028 -2025

A RESOLUTION AUTHORIZING THE MAYOR TO APPLY FOR, ACCEPT, AND ENTER INTO A WATER POLLUTION CONTROL LOAN FUND (WPCLF) AGREEMENT ON BEHALF OF THE CITY OF MAUMEE FOR RELINING SEWERS AND/OR PLANNING, DESIGN AND/OR CONSTRUCTION OF NEW/REPLACEMENT SEWERS AND EXCESS SEWER INFILTRATION/INFLOW CORRECTIONS; AND DESIGNATING A DEDICATED REPAYMENT SOURCE FOR THE LOAN(AIMS 11012 UPTOWN SANITARY SERVICE LATERAL LINING - CONTRACT 1) AND DECLARING AN EMERGENCY

Whereas, the *City* of Maumee seeks to upgrade its existing sewers; and

Whereas, the *City* of Maumee intends to apply for *Water Pollution Control Loan Fund (WPCLF)* for the planning, design and or construction of the new/replacement sewers and excess sewer infiltration/inflow corrections for Project AIMS 11012 Uptown Sanitary Service Lateral Lining - Contract 1.

Whereas, the Ohio *Water Pollution Control Loan Fund (WPCLF)* requires the government authority to pass legislation for application of a loan and the execution of an agreement as well as designating a dedicated repayment source; now therefore,

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

SECTION 1. That the Mayor be and is hereby authorized to apply for a *WPCLF* loan, sign all documents for and enter into a *Water Pollution Control Loan Fund (WPCLF)* with the Ohio Environmental Protection Agency and the Ohio Water Development Authority for planning, design and/or construction of new/replacement sewers and excess sewer infiltration/inflow corrections on behalf of the *City* of Maumee, Ohio for the above project.

SECTION 2. That the dedicated source of repayment will be sanitary sewer user fees.

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

SECTION 4. This resolution is hereby declared an emergency measure and shall take effect and be in force and effect 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 immediate action needs to be taken to secure this loan funding.

Motion to Declare an Emergency:

Second:

Yeas: Nays:

Motion to Pass:

Second:

Yeas: Nays:

PASSED September 15, 2025

Mayor.

ATTEST:

Municipal Clerk.

Approved as to form by:

Law Director.