

Finance and Economic Development Committee Meeting
October 6, 2025

Meeting called to order at 4pm

Roll call: Barrow, Harris, Puffenberger.

Also in attendance: Jennifer Harkey, Finance Director; Alan Lehenbauer, Law Director; Matt Griggs, Public Safety Director; Nancy Gagnet, Public Information Officer; Phil Leinbach, Ted Kurt, Jon Fiscus, and Chelsea Ziss, Council members; and Isiah Gonzalez, John Sayer, Scott Sund, Sarah Mokri, residents.

Mrs. Puffenberger began the meeting with continued review and discussion regarding Ch. 103, with Mr. Lehenbauer explaining updates to clarify formats and language in various sections. Some additional discussion revolved around Ch. 103.03, item G regarding authorizing work on private property and whether this should be an ordinance or a purchasing policy provision and the accessibility of this information on OpenGov. Mrs. Harkey noted that all financial policies will be on OpenGov.

Further discussion regarding competitive bidding and who is authorized to execute and enter into agreements ensued as well as where to advertise and how long (minimum 2 weeks, 4 weeks max), amount, and access of agreements within an appropriate time frame to be fully executed. Mr. Leinbach presented information utilized by Perrysburg regarding restrictions and parameters that they follow with Mr. Lehenbauer discussing concerns with those parameters being more narrow than ORC. Clarification of competitive bidding vs. waiving bidding (under threshold) was also reviewed with past instances used to illustrate.

The next section involved change orders and the \$100k per occurrence, noting that a higher amount was needed for projects and explanations regarding ordinance updates/changes in relation.

Mr. Barrow made a motion to recommend to council the changes proposed to Chapter 103. Mr. Harris seconded the motion. All in favor, so the motion carried.

Mr. Barrow had inquired about the 27 pay periods for 2026. Mrs. Harkey stated that it was addressed in the employee ordinances, however, she would like the topic to be tabled until we have more information regarding health insurance and how that will factor in.

The next item involved residential refuse collection; noting an RFP was sent through Lucas County Waste Management to solicit bids with an expectation of quotes to come in the near future. Concerns were discussed regarding apples to apples and conducting a survey with residents to gauge community requests ie., smaller toters, recycling, food waste, etc. with a suggestion to include this in a Public Information Meeting.

Finally, Mrs. Harkey noted that the city has renominated for 12 sewer projects and in the future, we will continue to evaluate funding options which include WPCLF, utilizing options for bond funding, or OPWC funding- zero percent loans, and grant funding.

Mr. Harris moved to adjourn at 5:31pm. Mr. Barrow seconded the motion. All in favor.

252.05 AUTHORITY TO ENTER INTO CONTRACTS.

(a) Consistent with the annual budget passed each year, Council hereby delegates to the Mayor and Director of Finance, the authority to enter into agreements, or otherwise provide for transactions, so long as they conform to the following standards:

- (1) A written record of the agreement or transaction has been retained by the City in accordance with auditing standards and Ohio public records law; and
- (2) The subject of the agreement is either:
 - A. A transaction pursuant to which the City will spend not more than fifty thousand dollars (\$50,000.00) on:
 1. The periodic maintenance of equipment;
 2. The purchase of equipment that is contained in the individual department or division's approved budget;
 3. Software or equipment licenses, technical services or educational services for the Municipality; or
 4. The acquisition of services, commodities or goods routinely used by the City or other similar municipalities; or
 - B. An agreement in which the City is not incurring any direct contract costs, including but not limited to agreements for cooperative training programs for paramedics, police officers, and other safety personnel; agreements with other jurisdictions or political subdivisions that provide for cooperative purchasing, mutual aid or the sharing of resources or equipment; and agreements based upon which the City is eligible for rebates, reimbursements or other payment of costs or other amounts incurred by the City.

(b) Individual agreements or transactions that are authorized under this section or otherwise may be paid for by the City under a revolving or other credit arrangement, and the City is authorized to make payments due under such a credit arrangement even where the net payment for the transactions may be in excess of fifty thousand dollars (\$50,000.00).

(Ord. 49-2023. Passed 8-6-24.)

Charter Review Advisory Commission – Monday, October 7, 2025 – 5:30PM

1. Roll Call
 - a. Present: Richard Carr, Gretchen Fayerweather, Allison Fiscus, Karla Lewis
 - b. Absent: Scott Singleton (resigned 10/7/25 by email)
2. Approval of 9/9/25 minutes
 - a. Motioned: Fayerweather, Second: Lewis – all in favor, none opposed
3. Old Business - None
4. New Business
 - a. Fiscus opened discussion with a request that all conversation related to recall provisions or term limits be held until clarity was provided by the Ohio Ethics Commission as to whether it would be necessary for her to recuse herself.
 - b. Alan Lehenbauer, City of Maumee Law Director presented several areas of the charter that need attention, including:
 - i. Section 1: Contracts and Fiscal Matters
 - ii. Section 3: Primary Election
 - iii. Section 4: Powers and Duties
 - iv. Section 5: Military Service
 - v. Section 5: Meetings
 - c. Revisions were requested by the members of the commission for the next meeting based upon the Law Director's initial recommendations.
 - d. General discussion occurred regarding charter changes related to the role of the mayor, council, city administrator, and others. Information was requested by the commission members about how similar municipalities structure these positions within their charter.
5. Adjournment
 - a. Motion to conclude meeting: Lewis, Second: Fayerweather – all in favor, none opposed
 - b. Meeting adjourned at 6:32PM

Personnel Committee Meeting
October 13, 2025

Meeting called to order at 8:20 am.

Roll call: Barrow, Kurt, Leinbach.

Also in attendance: Alan Lehenbauer, Law Director; Matt Griggs, Public Service Director; Jim MacDonald, Mayor; Gina Schell, Asst to the City Administrator; Chelsea Ziss and Margo Puffenberger, Councilmembers; and John Scott, Isiah Gonzalez, John Sayer, Dave Ross, and Ric Hardy, Paula Jones, residents.

Mr. Barrow began the meeting with the job description for the HR position developed by Work Spring, with Mr. Leinbach questioning why payroll would report to HR vs. Finance Director. Mr. Barrow explained that in some cases this is the norm, however, this issue can be adjusted.

Mr. Kurt moved to recommend the HR job description to Council for approval (with Mr. Barrow noting that he is not recommending the job to be posted yet). Mr. Leinbach seconded the motion with the reservation regarding who Payroll reports to. All in favor, so the motion passed. Clarification was made that Council as a whole will determine reporting and posting/recruiting.

Mr. Kurt inquired as to whether the pay scale could be left open for the HR job posting. Discussions ensued regarding the range and title of the HR position. Consensus was HR Manager at a Range 4. Discussion continued regarding the pay scales for the City Administrator and Zoning Manager.

Mr. Leinbach made a motion to change the Director's salary to eliminate the section that applies to the Administrator/Safety/Service Director (Range 3). Mr. Kurt seconded the motion. All in favor so the motion passed.

The next item moved to the Urban Planning/Zoning Manager and hiring a temporary person. Mr. Lehenbauer explained that he has spoken to Jacob Barnes, who is the former Zoning Administrator for Springfield Township who now has his own LLC and could be utilized for a 3 month period at this time to have someone with experience in that position. Further discussion involved a termination provision should a full time position be filled prior to the 90 days, the position also being a Range 3, and how the title has changed for coordinator vs. manager, and what other functions would be performed by this position.

Mr. Kurt moved to recommend to Council the hiring of Jacob Barnes to serve as temporary Urban Planning Manager. Mr. Leinbach seconded the motion. All in favor, so the motion carried.

The topic of City Administrator job description was the next discussion with Mr. Leinbach suggesting a look at neighboring communities. Ms. Schell explained what Work Spring will do based on information provided. Mr. Barrow invited those who have information that they want to share with Work Spring to submit to Ms. Schell this week. Ms. Puffenberger expressed concern with the process of the job descriptions and the length of time that has passed without posting any of the mentioned positions with Mr. Barrow explaining the barriers and his recommendations.

Mr. Leinbach made a motion to have Work Spring review the administrator's job description. Mr. Kurt seconded the motion. All in favor, so the motion carried.

Mr. Kurt moved to adjourn at 9 am, Mr. Leinbach seconded the motion. All in favor.

**MEMORANDUM OF AGREEMENT
BETWEEN THE OHIO DEPARTMENT OF TRANSPORTATION
AND THE CITY OF MAUMEE, OHIO**

This Memorandum of Agreement is made by and between the State of Ohio, Department of Transportation, 1980 West Broad Street, Columbus, Ohio 43223, acting by and through its director, hereinafter referred to as "ODOT" and the CITY OF MAUMEE, 400 Conant Street, Maumee, Ohio 43537, hereinafter referred to as the "LOCAL AGENCY," for the purposes of coordinating efforts for snow and ice control.

1. PURPOSE

- 1.1 Section 5501.03(A)(3) of the Ohio Revised Code provides that the Director of Transportation may coordinate the activities of ODOT with other appropriate public authorities and enter into agreements with such authorities as necessary to carry out its duties, powers, and functions.
- 1.2 ODOT and the LOCAL AGENCY remove snow and ice and use snow and ice control material on their respective roadways during snow and ice operations.
- 1.3 It is in the interest and safety of the traveling public for ODOT to permit the LOCAL AGENCY to acquire brine solution from ODOT when available to assist the LOCAL AGENCY in fulfilling their functions of snow and ice removal.

2. OBLIGATIONS OF ODOT

- 2.1 ODOT may make available brine solution to the LOCAL AGENCY for snow and ice operations.
- 2.2 ODOT hereby grants the LOCAL AGENCY the right to enter upon ODOT's Premises at 4080 Technology Drive, Maumee, Ohio to obtain the agreed upon quantity of brine solution at the location on the Premises during ODOT's business hours.
- 2.3 ODOT will log the amount of brine solution taken by the LOCAL AGENCY, give the LOCAL AGENCY a receipt ticket, and invoice accordingly.
- 2.4 ODOT shall calculate the cost of the material and labor to produce the brine when determining the amount to invoice the LOCAL AGENCY.

3. OBLIGATIONS OF THE LOCAL AGENCY

- 3.1 Within 30 days of receiving an invoice, the LOCAL AGENCY shall reimburse ODOT for all brine solution taken at the rate calculated by ODOT based upon the price ODOT paid for the ingredients in the brine solution as well as ODOT's labor and utility costs. This cost shall not be 25% more or less than \$0.062 per gallon.
- 3.2 The LOCAL AGENCY shall contact ODOT at the telephone number listed in section 6.1 of this Agreement to determine the availability of brine solution and to request the amount of brine solution.

- 3.3 The LOCAL AGENCY shall be responsible for all damages caused by them in the process of obtaining the brine solution from ODOT.

4. TERM OF AGREEMENT

- 4.1 This Agreement shall commence upon the date of the last signature below and shall expire March 31, 2026 unless terminated earlier.
- 4.2 This Agreement may be terminated by either Party upon thirty (30) days written notice to the other Party.

5. GENERAL PROVISIONS

- 5.1 This Agreement shall be to the benefit of and be binding upon the respective Parties herein, their successors and assigns.
- 5.2 Either Party may, at any time during the term of this Agreement, request amendments or modifications. Requests for amendments or modifications shall be in writing and shall specify the requested changes and the justifications for such changes. Should the Parties consent to modifications of the contract, then an amendment shall be drawn, approved, and executed in the same manner as the original Agreement.
- 5.3 This Agreement shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio. To the extent that ODOT is a party to any litigation arising out of or relating in any way to this Agreement or the performance there under, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.
- 5.4 Each Party hereto shall be responsible for liability associated with that Party's own errors, actions, and failures to act.
- 5.5 The State of Ohio and ODOT are self-insured.
- 5.6 The LOCAL AGENCY shall provide its own worker's compensation coverage throughout the duration of this Agreement and any extensions thereof. ODOT is hereby released from any and all liability for injury received by the LOCAL AGENCY, its employees, agents or subcontractors while performing tasks, duties, work or responsibilities as set forth in this Agreement.
- 5.7 The LOCAL AGENCY agrees to promptly comply with all applicable state and federal laws regarding drug-free workplace. When applicable, the LOCAL AGENCY shall make a good faith effort to ensure that all employees, while working on state property, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.
- 5.8 If the LOCAL AGENCY breaches or defaults any of the terms or conditions of this Agreement, and if that breach is not remedied within thirty (30) days after written notification by ODOT of that breach or default, ODOT may terminate this Agreement.
- 5.9 ODOT and the LOCAL AGENCY agree to make a good faith effort to resolve any disputes which may arise between them concerning interpretation of, or performance pursuant to, this

Agreement, with the exception of matters identified in this Agreement requiring approval solely and finally by ODOT.

- 5.10 Ohio Ethics Law: the LOCAL AGENCY, by signing this document, certifies: (1) it has reviewed and understands the Ohio Ethics law and conflict of interest laws as provided by Chapters 102 and 2921 of the Ohio Revised Code, and (2) will take no action inconsistent with those laws.

6. NOTICE

- 6.1 Notices under this Agreement shall be directed as follows:

City of Maumee
400 Conant Street
Maumee, Ohio 43537

Ohio Department of Transportation
District 02
317 East Poe Road
Bowling Green, OH 43402
419/373-4482

7. SIGNATURES

- 7.1 Any person executing this Agreement in a representative capacity hereby warrants that he/she has been duly authorized to execute this Agreement.
- 7.2 Any Party hereto may deliver a copy of its counterpart signature page to this Agreement via fax or email. Each Party hereto shall be entitled to rely upon a facsimile or electronic signature of any other Party delivered in such a manner as if such signature were an original.

CITY OF MAUMEE

Signature: _____

Printed Name

Title

Date: _____

STATE OF OHIO

Department of Transportation

By:  _____

Pamela Boratyn, Director

Date: 9/26/2025

AUTOMATIC RESPONSE PLAN (ARP) GUIDELINES

MEMORANDUM OF UNDERSTANDING

Springfield Township and the City of Maumee

This Memorandum of Understanding (MOU) is made and entered on this day of November 2025, by and between the City of Maumee and its Fire Department and the Springfield Township Fire Department (each a "Party" and together the "Parties").

WHEREAS: This Agreement shall apply to all reported and confirmed structure fires residential or commercial; and

WHEREAS: The Maumee Fire Department and Springfield Township Fire Department both staff 24 hour seven days a week operations for the safety and protection of lives and property within their respective jurisdictions; and

WHEREAS: The Maumee Fire Department and the Springfield Township Fire Department strive to provide the maximum protection by providing the fastest service response to their residents, and therefore desire to enter into an agreement whereby each entity may render automatic mutual aid to each other for structural fire incidents, pursuant to Revised Code Sections 9.60(B) and 505.37, et seq.; and

WHEREAS: The Parties agree that automatic aid is reciprocal. While automatic aid does not ensure that a community will receive the exact same amount of assistance as it gives, it does mean that each Party will provide assistance outside its jurisdictional boundaries and that level of service delivered within the automatic aid system will be comparable.

NOW, THEREFORE, each Party hereto agrees as follows:

1. Reference is made to that previously executed Mutual Aid Agreement for Emergency Fire Protection and Emergency Medical Services executed by the parties hereto and other surrounding communities ("Mutual Aid Agreement") which contemplates that certain communities might chose to enter into separate automatic response plans with each other.
2. This ARP is entered into in accordance with Ohio Rev. Code 9.60(B) and 505.37 et seq. and is designed to expand and supplement each community's existing fire suppression and emergency medical activities within their respective communities.

3. The parties set forth below agree to automatically send the nearest equipment, (if available and less than 10 minutes from the incident) from their jurisdiction to each other with the following guidelines:
- a) The ARP includes the fire response areas of Springfield Township Fire Department and the fire response areas of the City of Maumee Fire Department as set forth in Exhibit A attached hereto.
 - b) Each Party agrees to furnish such personnel and fire-fighting equipment as needed only for residential or commercial structure fires when requested by the other Party, to the extent such personnel and equipment is available, provided that the responding Party is required to respond with at least (1) Engine or Truck if available and (1) Chief or Battalion Chief if available, to all structure fires that occur in the jurisdiction receiving auto-aid.
 - c) When automatic aid is provided pursuant to this Agreement the first arriving unit and/or officer shall take command and develop and initiate an action plan. Command may be transferred upon arrival of an officer from the requesting Party. The highest-ranking fire official, in whose jurisdiction an incident occurs, is the final authority at the incident.
 - d) The parties agree that there shall be no liability, responsibility or cause of action for breach of contract between the Parties if assistance is denied, delayed, inadequate, or subsequently recalled, or if furnished assistance is not needed upon arrival.
 - e) No Party to this Agreement shall be required to reimburse any other party for the cost of providing the services set forth in this Agreement. Each Party shall pay its own employees responding to emergency incidents pursuant to this Agreement.
 - f) Each responding Party shall assume liability for any damages incurred by its equipment or personnel arising out of its provision of services under this Agreement, including the transportation of equipment and personnel to and from the emergency or for any cause that may arise out of the actions of the responding Party's personnel or equipment while at the scene of the emergency, whether or not such damages occur within the jurisdictional boundaries of the responding Party or outside of them. The parties acknowledge that "Chapter 2744 of the Revised Code,

insofar as it is applicable to the operation of fire departments or emergency medical service organizations, applies to a political subdivision that is operating a fire department or emergency medical service organization, and to the members of the fire department or emergency medical service organization, when the members are rendering service pursuant to this section outside the boundaries of the political subdivision.” R.C.9.60(E).

- g) The parties agree to notify each other and the RCOG dispatch of any situation that would limit the ability to send the equipment noted in item (b).
 - h) Both parties will agree to maintain a minimum staffing level of 3-certified FF/EMT or EMT-P on any Engine or Truck when responding to aid or fill-in.
- 4. There will be frequent joint training exercises between the parties.
 - 5. The parties agree to use the radio channel assigned by the RCOG dispatch center for fire ground communications.
 - 6. This agreement contains the entire agreement of the parties and will remain in force until terminated pursuant to paragraph 7 below.
 - 7. This Agreement may be terminated without cause by either party hereto upon thirty (30) days’ prior written notice to the other party. Termination of this Agreement shall not terminate the Mutual Aid Agreement.

SPRINGFIELD TOWNSHIP:

Rachel Geiger, Trustee

Andrew Glenn, Trustee

Tom Anderson Jr., Trustee

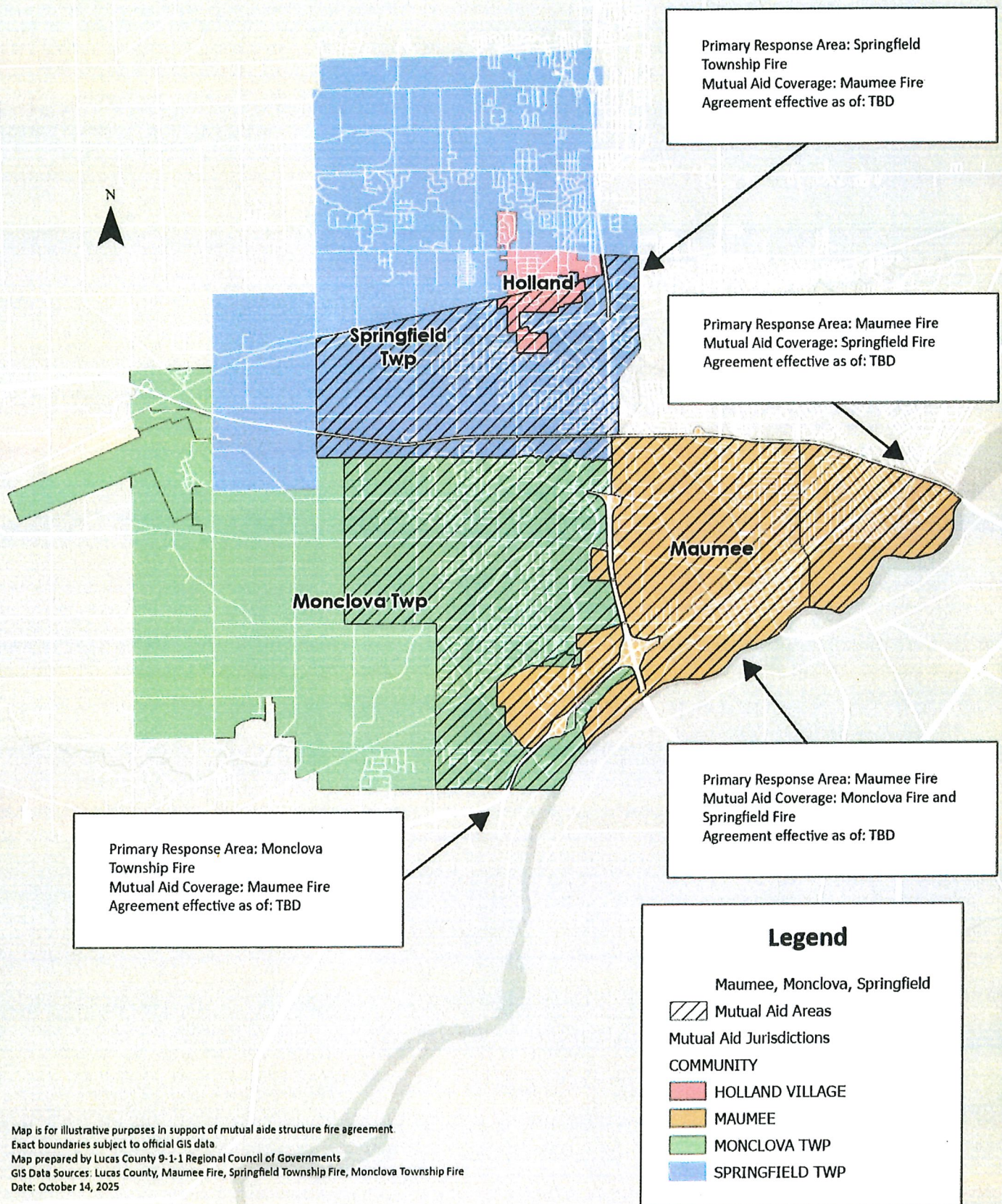
Jonathon M. Ziehr, Fire Chief of Springfield Township Fire & Rescue

CITY OF MAUMEE:

James MacDonald, Mayor

Brandon Loboschefski, Fire Chief of the City of Maumee

Structure Fire Automatic Mutual Aid Coverage Maumee, Monclova, Springfield Fire Departments



AUTOMATIC RESPONSE PLAN (ARP) GUIDELINES

MEMORANDUM OF UNDERSTANDING

Monclova Township and the City of Maumee

This Memorandum of Understanding (MOU) is made and entered on this day of November 2025, by and between the City of Maumee and its Fire Department and the Monclova Township Fire Department (each a "Party" and together the "Parties").

WHEREAS: This Agreement shall apply to all reported and confirmed structure fires residential or commercial; and

WHEREAS: The Maumee Fire Department and Monclova Township Fire Department both staff 24 hour seven days a week operation for the safety and protection of lives and property within their respective jurisdictions; and

WHEREAS: The Maumee Fire Department and the Monclova Township Fire Department strive to provide the maximum protection by providing the fastest service response to its residents, desire to enter into an agreement whereby each entity may render automatic mutual aid to each other for structural fire incidents, pursuant to Revised Code Sections 9.60(B) and 505.37, et seq.; and

WHEREAS: The Parties agree that automatic aid is reciprocal. While automatic aid does not ensure that a community will receive the exact same amount of assistance as it gives, it does mean that each Party will provide assistance outside its jurisdictional boundaries and that level of service delivered within the automatic aid system will be comparable.

NOW, THEREFORE, each Party hereto agrees as follows:

1. Reference is made to that previously executed Mutual Aid Agreement for Emergency Fire Protection and Emergency Medical Services executed by the parties hereto and other surrounding communities ("Mutual Aid Agreement") which contemplates that certain communities might chose to enter into separate automatic response plans with each other.
2. This ARP is entered into in accordance with Ohio Rev. Code 9.60(B) and 505.37 et seq. and is designed to expand and supplement each community's existing fire suppression and emergency medical activities within their respective communities.

3. The parties set forth below agree to automatically send the nearest equipment **(if available and less than 10 minutes from the incident)** from their jurisdiction to each other with the following guidelines:

- a) The ARP includes the fire response areas of Monclova Township Fire Department and the fire response areas of the City of Maumee Fire Department as set forth in Exhibit A attached hereto.
- b) Each Party agrees to furnish such personnel and fire-fighting equipment as needed only for residential or commercial structure fires when requested by the other Party, to the extent such personnel and equipment is available, provided that the responding Party is required to respond with at least (1) Engine or Truck if available and (1) Chief or Battalion Chief if available, to all structure fires that occur in the jurisdiction receiving auto-aid.
- c) When automatic aid is provided pursuant to this Agreement the first arriving unit and/or officer shall take command and develop and initiate an action plan. Command may be transferred upon arrival of an officer from the requesting Party. The highest-ranking fire official, in whose jurisdiction an incident occurs, is the final authority at the incident.
- d) The parties agree that there shall be no liability, responsibility or cause of action for breach of contract between the Parties if assistance is denied, delayed, inadequate, or subsequently recalled, or if furnished assistance is not needed upon arrival.
- e) No Party to this Agreement shall be required to reimburse any other party for the cost of providing the services set forth in this Agreement. Each Party shall pay its own employees responding to emergency incidents pursuant to this Agreement.
- f) Each responding Party shall assume liability for any damages incurred by its equipment or personnel arising out of its provision of services under this Agreement, including the transportation of equipment and personnel to and from the emergency or for any cause that may arise out of the actions of the responding Party's personnel or equipment while at the scene of the emergency, whether or not such damages occur within the jurisdictional boundaries of the responding Party or outside of them.

- g) The parties agree to notify each other and the RCOG dispatch of any situation that would limit the ability to send the equipment noted in item (b).
 - h) Both parties will agree to maintain a minimum staffing level of 3-certified FF/EMT or EMT-P on any Engine or Truck when responding to aid or fill-in.
- 4. There will be frequent joint training exercises between the parties.
 - 5. The parties agree to use the radio channel assigned by the RCOG dispatch center for fire ground communications.
 - 6. This agreement contains the entire agreement of the parties and will remain in force until terminated pursuant to paragraph 7 below.
 - 7. This Agreement may be terminated without cause by either party hereto upon thirty (30) days' prior written notice to the other party. Termination of this Agreement shall not terminate any prior Mutual Aid Agreement(s).

MONCLOVA TOWNSHIP:

Barbara Lang, Trustee

Chuck Hoecherl, Trustee

Trudy Yoder Vicary Trustee

Matt Homik, Fire Chief of Monclova Township Fire & Rescue

CITY OF MAUMEE:

James MacDonald, Mayor

Brandon Loboschefske, Fire Chief of the City of Maumee

Structure Fire Automatic Mutual Aid Coverage Maumee, Monclova, Springfield Fire Departments



Primary Response Area: Springfield Township Fire
Mutual Aid Coverage: Maumee Fire
Agreement effective as of: TBD

Primary Response Area: Maumee Fire
Mutual Aid Coverage: Springfield Fire
Agreement effective as of: TBD

Primary Response Area: Maumee Fire
Mutual Aid Coverage: Monclova Fire and Springfield Fire
Agreement effective as of: TBD

Primary Response Area: Monclova Township Fire
Mutual Aid Coverage: Maumee Fire
Agreement effective as of: TBD

Legend

Maumee, Monclova, Springfield

 Mutual Aid Areas

Mutual Aid Jurisdictions

COMMUNITY

 HOLLAND VILLAGE

 MAUMEE

 MONCLOVA TWP

 SPRINGFIELD TWP

Map is for illustrative purposes in support of mutual aid structure fire agreement.
Exact boundaries subject to official GIS data.
Map prepared by Lucas County 9-1-1 Regional Council of Governments
GIS Data Sources: Lucas County, Maumee Fire, Springfield Township Fire, Monclova Township Fire
Date: October 14, 2025

ORDINANCE NO. 030 -2025

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

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

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

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

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

CHAPTER 103

Contracts and Purchases

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

103.01 PURCHASES AND SUPPLIES.

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

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

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

103.02 PAYMENTS TO CONTRACTORS REGULATED.

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

103.03 CONTRACT PROVISIONS.

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

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

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

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

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

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

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

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

(a) A provision that requires the City to indemnify or hold harmless another person **or entity**;

(b) A provision that requires the City to agree to limit the liability for any direct loss to the

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

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

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

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

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

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

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

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

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

103.04 COMPETITIVE BIDDING.

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

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

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

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

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

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

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

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

103.05 PROCEDURES AND METHODS TO BE FOLLOWED.

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

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

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

(d) City Council shall approve labor contracts or any other labor related agreements by motion or resolution. The Mayor shall be authorized to execute any such labor contracts or agreements, or

designate in writing the Director of any department in the Mayor's stead to execute such contracts or agreements as set forth in Article IV Section 5 of the Maumee Charter.

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

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

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

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

First Reading October 20, 2025

Second Reading November 3, 2025

Motion to Pass:

Second:

Yeas: Nays:

Passed: November 17, 2025.

ATTEST:

Municipal Clerk

Mayor

Approved as to form by:

Law Director

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

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

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

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

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

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

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

First Reading October 20, 2025

Second Reading November 3, 2025

Motion to Pass:

Second:

Yeas: Nays:

Passed: November 17, 2025

Mayor.

ATTEST:

Municipal Clerk.

Approved as to form by:

Law Director.

LICENSE AGREEMENT FOR USE OF PORTION OF CITY OF MAUMEE PROPERTY

THIS REVOCABLE LICENSE AGREEMENT ("Agreement") is made and entered into effective as of October 29, 2025 ("Effective Date"), by and between the City of Maumee, Lucas County Ohio ("Licensor"), and The Scott A. Horner Dynasty Revocable Living Trust ("Licensee"). Licensee and Licensor are referred to collectively below as the "Parties."

Whereas, Licensee owns real property located at 1212 River Road in the City of Maumee, Lucas County Ohio, as set forth in Exhibit A attached hereto;

Whereas the right of way for River Road in the City of Maumee adjoins said real property owned by Licensee;

Whereas Licensee is in the process of constructing a heated driveway and other improvements along that portion of the property the Trustee owns that is adjacent to River Road and that will be constructed within the right of way.

Whereas Licensor, City of Maumee has agreed to grant Licensee a revocable license so it can construct said heated driveway, 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 Licensee 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 Licensee as set forth on Exhibit A for the sole purpose of installing and maintaining a heated driveway.

2. Term. This License shall be for a term of twenty-five (25) years unless Licensee's driveway is removed or the heated driveway no longer exists in which case the license shall terminate immediately. This License shall automatically renew 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 six months 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 licensee, including the installation or repair of the heated driveway shall be accomplished in a manner satisfactory to the City of Maumee.
- B. STRUCTURES. The licensee 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, licensee shall comply with all applicable federal, state, local government, and municipal laws, statutes, ordinances, rules, regulations, codes, and other such requirements (*collectively, Laws*). Licensee shall apply, pay for, and obtain all required licenses and permits, including without limitation licenses and permits for construction of said driveway.
- D. SANITARY CONDITIONS. If this license gives possession of City of Maumee property, the licensee 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 licensee 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 licensee 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 licensee 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 licensee shall confine activities on the licensed 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 heated driveway being constructed, 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.
- I. NOTICE. Any unauthorized property of the licensee 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 Licensee.
- K. FUTURE REQUIREMENTS. Licensee 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. Licensee expressly acknowledges and agrees that Licensor has good and sufficient title to the Licensor's Property. Licensee acknowledges that Licensor's Property is taken "As Is" and "With All Faults." Licensee further acknowledges and agrees that the license granted herein is permissive in nature, and Licensee waives 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 Licensee. Licensee agrees 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. Licensee hereby acknowledge and agree that damage may occur to the heated driveway, either naturally or unnaturally, and that neither Licensor nor its successors or assigns shall have any liability, therefore. Licensee further agrees that it shall properly supervise and monitor the installation, use and maintenance of the driveway. Licensee 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 driveway. In the event Licensor needs to excavate any portion of the heated driveway in the Maumee right way, Licensee shall be responsible for repair or replacement of the heating system that may be damaged by any such excavation or other work. 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, Licenser and Licensee have executed this agreement on the day of
October 2025.

LICENSOR:

CITY OF MAUMEE, an Ohio Municipal
Corporation

By: _____

James MacDonald

Its: Mayor _____

LICENSEE:

By: Scott Horner, Trustee of The Scott A.
Horner Dynasty Revocable Trust

State of Ohio, County of Lucas } ss.

The foregoing instrument was acknowledged before me this day of November 2025
by James MacDonald, Mayor, 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 November
2025 by Scott Horner, Trustee of The Scott A.
Horner Dynasty Revocable Living Trust.

Notary Public

EXHIBIT A

Parcel No. 3622644:

Lot Number Two (2) in the Replat of Blocks Nine (9) and Ten (10) and Water lots Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11) and part of Six (6) and Twelve (12) in the Wolcott's Addition to City of Maumee, Lucas County, Ohio, and vacated streets adjoining, in accordance with Volume 37 of Plats, page 24. ☪



MEMO TO: Mayor and City Councilmembers

FROM: Matthew C. Griggs

DATE: October 23, 2025

SUBJECT: Surplus Declaration for Public Service Department equipment

Recommendation:

Declare the Service Department's 2014 International Truck with a 2014 Swartz Sweeper Body as surplus, authorize the sale of said vehicle on Govdeals, and authorize the Public Service Director to effectuate the sale.

City of Maumee DEPARTMENTAL REPORT

MEMO TO: Matt Griggs, Public Service Director

FROM: Bob Simon, Supervisor

DATE: October 23, 2025

RECOMMENDATION: Declare the following Public Service Department equipment as surplus, authorize the sale of said equipment on Govdeals, and authorize the Public Service Director to effectuate the sale.

SUMMARY

The Public Service Department requests one 2014 International Truck with a 2014 Swartz Sweeper Body to be declared surplus and sell on Govdeals.com.

BUDGETARY CONSIDERATIONS

The Public Service Department requests one 2014 International Truck with a 2014 Swartz Sweeper Body to be declared surplus by City Council and sell through Govdeals.com.

HISTORY, BACKGROUND and DISCUSSION of the ISSUE

The 2014 International Truck with a 2014 Swartz Sweeper Body was replaced by a smaller more agile Ravo Sweeper in 2024. The 2014 sweeper truck was kept in the fleet to verify that the new sweeper could meet our needs, as of this date it has exceeded our expectations.

2014 International Truck with a 2014 Swartz Sweeper Body

VIN# 1HTJTSKN2EH765156

POSITIONS

The requested action is for Maumee City Council to declare the 2014 International Truck with a 2014 Swartz Sweeper Body as surplus and sell through Govdeals.com.



MEMO TO: Mayor and City Councilmembers

FROM: Matthew C. Griggs

DATE: October 23, 2025

SUBJECT: Surplus Declaration for Public Service Department equipment

Recommendation:

Declare the Service Department's 2014 John Deere 544K Wheel Loader as surplus, authorize the sale of said vehicle on Govdeals, and authorize the Public Service Director to effectuate the sale.

City of Maumee DEPARTMENTAL REPORT

MEMO TO: Matt Griggs, Public Service Director

FROM: Bob Simon, Supervisor

DATE: October 23, 2025

RECOMMENDATION: Declare the following Public Service Department equipment as surplus, authorize the sale of said equipment on Govdeals, and authorize the Public Service Director to effectuate the sale.

SUMMARY

The Public Service Department requests one 2014 John Deere 544K Wheel Loader to surplus and sell on Govdeals.com.

BUDGETARY CONSIDERATIONS

The Public Service Department requests one 2014 John Deere 544K Wheel Loader to be declared surplus by City Council and sell through Govdeals.com.

HISTORY, BACKGROUND and DISCUSSION of the ISSUE

The 2014 John Deere Wheel Loader was recently replaced by a new 2025 Case 721XR Wheel Loader and will no longer be needed.

2014 John Deere 544K

SN# 1DW544KZVEE662602

POSITIONS

The requested action is for Maumee City Council to declare the 2014 John Deere 544K Wheel Loader as surplus and sell through Govdeals.com.

**FIRST AMENDMENT TO AGREEMENT FOR
ELECTRONIC MONITORING SERVICES**

The Agreement for Electronic Monitoring services originally entered into on October 7, 2024 by and between the City of Maumee ("City"), for and on behalf of the Maumee Municipal Court ("MMC"), and the Board of Commissioners of Lucas County ("Lucas County"), for and on behalf of the Lucas County Court of Common Pleas, General Trial Division, as authorized by City of Maumee Council and Lucas County Resolution 2024-931, is hereby amended, commencing January 1, 2026 ("Effective Date"), as follows:

1. Section 2.1 is amended to read: This Agreement is for the Term commencing January 1, 2026 through December 31, 2026 and is the first of three automatic renewals, subject to yearly rate modifications, unless terminated by either party pursuant to Section VI.

2. Section 3.1 is amended to include the annual rate modification: MMC's overhead and unit expense shall be reduced by the amount agreed to by Lucas County and identified in Exhibit C. MMC's overhead costs will be \$29,535.29. This cost shall be divided into 12 monthly payments of \$2,461.27. Any additional ancillary monitoring services requested by MMC are to be paid by MMC. The EM Program will invoice MMC each month for these expenses along with any associated unit costs.

3. Section 12 is amended to reflect updated contact information for the Board of Lucas County Commissioners, removing Matt Heyrman.

4. Exhibit B is amended to include the following critical alert: Tracker Battery Shutdown – The GPS unit battery is nearly depleted, and shutdown is imminent.

5. Exhibit C is amended to reflect the 2026 budget for the EM Program, and MMC's portion of the overhead and unit costs.

6. All other terms of the Agreement shall remain the same.

IN WITNESS HEREOF, the parties hereto have caused this amendment to the Agreement to be executed as of the Effective Date. The signatories hereto affirm that they are authorized to legally bind their respective entities.

CITY OF MAUMEE

James MacDonald, Mayor

Jennifer Harkey, Director of Finance

BOARD OF LUCAS COUNTY COMMISSIONERS

Pete Gerken, Commissioner

Lisa A. Sobecki, Commissioner

Anita Lopez, Commissioner

Approved as to Content:

Michael Goulding, Administrative Judge,
Lucas County Common Pleas Court

Daniel Hazard, Presiding Judge,
Maumee Municipal Court

Approved as to Form:

John A. Borell

John Borell, Lucas County Prosecutor's
Office

Alan Lehenbauer, Law Director, City of
Maumee

ORDINANCE NO. 028 –2025

AN ORDINANCE AMENDING MAUMEE CODIFIED ORDINANCE SECTION 1105.03
DESIGN REVIEW BOARD AND ORDINANCE 106-2020,

WHEREAS, The City of Maumee has a Design Review Board which was previously established;

WHEREAS the Design Review Board terms of office should be amended to reflect end of year terms to be consistent with other appointments to committees and commissions in the City;

WHEREAS Council has reviewed and approves the recommended changes to the terms as set forth herein to the Design Review Board.

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

SECTION 1. Section 1105.03 of the Maumee Codified Ordinances and Ordinance 106-2020 are hereby amended as follows:

1105.03 DESIGN REVIEW BOARD ESTABLISHED.

The Design Review Board is hereby established, which shall be responsible for hearing any appeal of a negative administrative design review decision on applications in the area bounded by the Anthony Wayne Trail, Ford Street, Key Street and the Maumee River.

(a) Members. The Design Review Board shall consist of five (5) members. All of such members shall be appointed by the Mayor and confirmed by a majority of the members of Council. In connection with the first appointment of such members, one (1) shall be appointed for a one-year term, two (2) shall be appointed for two-year terms, and two (2) shall be appointed for three-year terms. All subsequent appointments shall be for the unexpired terms, if such be the case, or for a three-year term. Members shall serve without compensation. All members shall have sufficient expertise and/or interest in order to make critical evaluations of proposed plans and to make constructive recommendations for modification of proposed plans. No officer or employee of the City shall be a member. Each term shall end at the end of the calendar year of the current year in which that term is set to expire.

(b) Procedures of Design Review Board. The Design Review Board shall adopt rules necessary to the conduct of its affairs and hold meetings in keeping with the provisions of this Zoning Code. All meetings shall be open to the public. The Board shall keep a record of the proceedings before it showing the action of the Board, and the vote of each member upon each question considered. The Vice-Chairperson shall be responsible for taking minutes and recording proceedings or delegating those duties to another Board member. The presence of a majority of the members of the Board who are eligible to vote at such meeting shall be necessary to constitute a quorum. No officer or employee of the City shall be a member.

(c) Responsibilities and Jurisdiction of Design Review Board. The Design Review Board shall:

(1) Report recommendations to the City Council, the designation and/or elimination of new and/or existing design review districts and the development or reduction of standards within said districts

(2) Hear any appeal of a negative administrative design review decision regarding the architectural design and features of any new building or any existing building in the process of renovation as to the compatibility of the design or renovation with the architectural and/or historic character of the areas.

(3) The Design Review Board shall consider the officially adopted Maumee Master Plan and/or City Council uptown road diet and control decisions when deciding appeals.

(4) Make alternative suggestions to building owners and/or developers as to building design, building materials, signs and other structure and site elements to make projects more form compatible and harmonious with adjacent land and the area as a whole.

(5) Offer technical and professional assistance to building owners and/or developers in implementing recommendations.

(d) Decisions of Design Review Board. The Design Review Board shall hear appeals of a negative administrative design review decision. The Design Review Board shall grant the appeal, deny the appeal or grant it subject to special modification, but no appeal shall be granted or modified unless a majority of the entire Board votes to grant or modify the appeal.

(1) If the Design Review Board grants an appeal without modifications, it shall so notify the Zoning Administrator who shall thereupon issue a Zoning Permit.

(2) If an appeal is denied, the Design Review Board may make such recommendations in regard to changes of design, arrangement, texture, material and color of the exterior features and interior arrangement of the structure as it deems appropriate.

(3) If the applicant accepts the modifications of the Design Review Board, the application shall be revised in accordance with such modifications and filed with the Zoning Administrator, whereupon a Zoning Permit shall be issued.

SECTION 2. The current appointments to the Design Review Board shall remain in full force and effect and those members' terms whose terms expired in 2025 shall have their expiration date changed to the end of this calendar year. All other members whose terms do not expire this year shall have their term extended until the end of the calendar year in which the term would otherwise expire.

SECTION 3. Ordinance 106-2020 and any Ordinances, parts of Ordinances or the Chapters of the Maumee Codified Ordinances in conflict herewith are hereby amended and repealed in part to reflect the foregoing changes.

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 council's committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements of the Charter of Maumee, Ohio and Ohio law.

FIRST READING-October 6, 2025

SECOND READING- October 20, 2025

Motion to pass:

Seconded:

Yeas: Nays:

PASSED: November 3, 2025

Mayor

Attest:

Municipal Clerk

Approved as to form:

Law Director

ORDINANCE NO. 034-2025

AN ORDINANCE AMENDING SECTION 1143.03 OF THE MAUMEE CODIFIED ORDINANCES-EXEMPT SIGNS

WHEREAS, The City of Maumee Planning Commission has proposed additions to Codified Ordinance Section 1143.03 which is part of the City of Maumee Zoning Code;

Whereas the Planning Commission conducted a public hearing on said proposed modifications as required by section 1143.03 of the Maumee Codified Ordinances;

Whereas Council has reviewed and approves the recommended changes to the zoning code as set forth herein.

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

SECTION 1. Section 1143.03 of the Maumee Codified Ordinances is hereby amended as follows

1143.03 SIGNS EXEMPT FROM REGULATION.

- (a) Traffic or other public notice or warning required by a valid and applicable federal, state, or local law, regulation, or ordinance, such as the following: legal notices, railroad crossings, danger or other emergency signs.
- (b) Signs painted on or permanently attached to motor vehicles which are legally licensed and primarily used on the highways for commercial or business purposes such as transporting of persons, goods or equipment: provided that no such vehicle displaying a sign may be parked within the required front setback of any lot or on any public right of way for the purpose of advertising any service, product or facility.
- (c) Private traffic control signs such as stop, yield, in, out, drive-in window entrance, exit, etc. as long as the sign meets Department of Transportation standards and contain no advertising, logo, or name for the business or use.
- (d) Holiday lights and decorations with no commercial message, but only between November 15 and January 15.
- (e) Flags of the United States, the state, city, foreign nations having diplomatic relations with the United States, and any other flag adopted or sanctioned by an elected legislative body of competent jurisdiction provided that such a flag shall be flown in accordance with protocol established by the Congress of the United States for the Stars and Stripes. Any flag not meeting any one or more of these conditions shall be considered a banner or a pennant sign and shall be subject to regulation as such.

(f) Banner type advertisements or other signage attached to fencing at any City owned park where there is permanent fencing in place. Any banner type advertisements or signage would be subject to approval from the City Administrator or Public Service Director as to the type, nature of the advertisement, nature of the attachment for the signage, material, location of such signage and length of time signage would be allowed at said locations. Any signage approval may also be set forth in any agreements with the City and the organizations using City owned property.

(g) Banners on City owned light poles or other City owned property as approved by the City.

SECTION 2. Any Ordinance, parts of Ordinances or the Chapters of the Zoning Code in conflict herewith are hereby amended and repealed in part to reflect the foregoing changes.

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

Motion to waive three readings:

Yeas Nays

Motion to Pass: Seconded:

Yes Nays

Passed November 3, 2025

Mayor

Attest: Municipal Clerk

Approved as to form:

Law Director

ORDINANCE NO. 035 - 2025

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Motion To Declare an Emergency:

Second:

Yeas: Nays:

MOTION TO PASS:

Second:

Yeas: Nays:

Passed: November 3, 2025

Mayor.

ATTEST:

Municipal Clerk.

Approved as to form by:

Law Director

City of
MAUNEE

Three wavy blue lines, resembling water or a stylized banner, flow horizontally across the page, passing behind the word 'MAUNEE'.

est. 1817





Sanitary Sewer Overflow Remediation Policy And Program-City of Maumee

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

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

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

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



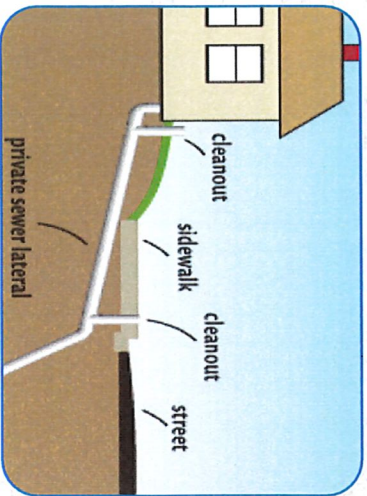
2025 City of Maumee Area Median Income (AMI)

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

PRIORITIZATION



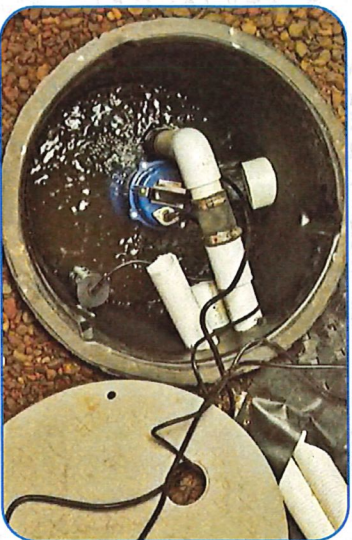
- Public Sanitary Sewer Main & Manhole lining (Uptown & Turnpike Area)
- \$61.2 million (Nominated December 2024)
- Bid Advertising (ongoing & estimated summer of 2025)
- Paid through Sewer Rates



Sanitary Sewer Laterals(Nuisance Laterals)

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

City of MAUMEE



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

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

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

PURPOSE

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

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

City of MAUMEE

Grant/Loan Program for Corrective Measures

Income Qualification

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

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

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

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

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

Grant/Loan Ratio

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

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

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

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

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

City of **MAUMEE**

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

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

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

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

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

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

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

(AMI) Area Median Income for purposes of these calculations shall mean Adjusted Gross Income AGI, minus rental and other business losses or expense)

(For additional information regarding logistics of the program please refer to maumee.org for most updated Flow Chart.)

City of MAUMEE[®]

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

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

During 2026 2%;

During 2027 3%;

During 2028 5%;

During 2029 7%.

During 2030 9%.

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

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



est. 1817